



Planning Committee Meeting
Wednesday, December 18th, 2024; 8:30 a.m.
Fargo Park District Board Room
6100 38th Street S, Fargo

AGENDA

1. Review of lease with Edgewood Tavern, LLC; Carolyn Boutain, presenter
2. Consideration of 2025 Park District Maintenance Equipment Bids; Tony Schmitt, presenter
3. Other
4. Adjourn

Next Park Board Meeting: January 14th, 2025; 5:30 p.m.
Next Planning Committee Meeting: January 22nd, 8:30 a.m.
Next Governance Committee Meeting: January 29th, 2025; 8:15 a.m.

Susan Faus, Executive Director
Park Commissioners – Zoe Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk -Jeff Gunkelman

Our Core Values: * Be Authentic * Be Bold * Be Collaborative



MEMORANDUM

DATE: December 18th, 2024

TO: Fargo Park Board Committee Members

FROM: Carolyn Boutain, Community Relations Director, 701-866-4505 Agenda

RE: Item (1) - Review new lease with Edgewood Tavern LLC

At the end of the 2024 golf season, Spirit Properties let me know that they were changing their ownership group. The owners were separating, and Keith Stensgard wanted to create a new LLC to operate Edgewood Tavern. After 5 years of joint ownership, each group wanted to narrow their scope of responsibilities. We appreciate the leadership that Spirit Properties has brought to Edgewood's restaurant.

The ownership group was in its last renewal year of the current contract. A new lease has been created to begin in 2025. Attached is a draft copy for your review.

Highlights of the new lease are:

- 1) Lease with Tenant listed as Edgewood Tavern, LLC, Keith Stensgard the owner
- 2) Term is one year with four periods to renew at one year each.
- 3) Rent is 7% of gross sales up to \$1 million in sales and increasing to 10% of any sales in excess of \$1 million.
- 4) Tenant responsibilities are similar as in the original agreement, and amendments.
- 5) Lease is for operations during the golf season, April 1-October 31. Hours during the off season may be considered in the future.
- 6) Hours of operation are included for both the beverage cart and the restaurant.
- 7) An option for the Fargo Park District to operate charitable gaming is included.

We are asking the Committee to review and move the consideration for approval to the full board.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

LEASE

THIS LEASE is effective the ____ day of _____, 2025, by and between **PARK DISTRICT OF THE CITY OF FARGO**, 6100 38th St S, Fargo, North Dakota 58104, ("Landlord") and **EDGEWOOD TAVERN LLC.**, a North Dakota corporation whose post office address is **19th Golf Course Ave N** Fargo, North Dakota 58102 ("Tenant") and **KEITH STENSGARD**, an individual whose post office address is, **PO Box 1725, Fargo, North Dakota 58107,** _____ Fargo, North Dakota 58107, ("Guarantor").

WHEREAS, Landlord is the owner of the Edgewood Public Golf Course, which includes the grounds, buildings, parking lot and all exterior improvements; and

WHEREAS, Tenant desires to lease a portion of the main clubhouse for purposes of operating a bar and restaurant; and

WHEREAS, each party recognizes that the success of its operation is, in part, dependent on the successful operation of the other, in that a successful golf course operation will enhance the prospect for a successful food and beverage business of the Tenant; and the Tenant's food and beverage operation will enhance the golfing experience of the patrons of the golf course; and

WHEREAS, the parties acknowledge that they will have to cooperate in jointly using areas surrounding the building, including golf course staging areas and the parking lot, doing their best to address such matters in this Lease.

WHEREAS, the parties acknowledge that previously a lease with SPIRIT PROPERTIES existed and the previous relationship has changed creating a new organization EDGEWOOD TAVERN, LLC.

For and in consideration of the rentals herein reserved and the conditions, covenants and agreements herein contained, to be kept, observed and performed by Tenant, Landlord does hereby lease to Tenant the Leased Premises as described in Paragraph 1 below.

1. **LEASED PREMISES.** The restaurant, bar, kitchen and patio, all as shown on Exhibits "A" attached, effectively the entire building less the pro shop area ("Leased Premises"), all in the building owned by the Landlord and located at 19 Golf Course Ave North, Fargo, North Dakota 58102 ("Building" or "Clubhouse"). The parking lot use is addressed in Paragraph 22+ below. The golf staging area to the east of the building is for the primary use of the Landlord and its golf course operation. To accommodate the Tenant's support of the golf course operation, Tenant may use the staging area at various times in consultation with the Landlord's golf pro. The site plan is attached as Exhibit "A" and is intended to also describe the locations of dumpsters, delivery access routes, and similar use areas.

- (A) ~~Landlord, at its expense, has agreed to provide repairs and replacements as outlined on Exhibit "B 1" attached.~~ Tenant shall be responsible for paying the costs of any additional "fit up" modifications or alterations or other "fit up" of the Leased Premises as it deems necessary, all subject to the approval of the Landlord, which approval will not be unreasonably withheld. ~~Any and all such "fit up" shall be included in floor plans and spec terms on Exhibits "B 1" attached and "B 2", if needed, which may be included following the execution of this Lease.~~ The Tenant will contract for its "fit up" and pay for the same. Tenant will be responsible for all costs associated with its "fit up." "Fit up" is intended to cover the Tenant's interior signage, task lighting or such other items that may be specifically related to the Tenant's use of the Leased Premises. All Tenant fit up, except signage, will inure to the Landlord on termination of the Lease. The parties agree to share information regarding "fit-up" on a timely basis. The Tenant accepts the Leased Premises "AS IS" as later herein described.
- (B) Notwithstanding the above, Landlord shall be generally responsible for providing an electrical power system, plumbing, and an HVAC system throughout the Leased Premises, to include the maintenance, repair and replacement of equipment related thereto, except as provided in Paragraph 15 below. The payment of utilities and common area expenses related to such systems and the operation of the Building is described in Paragraph 11 below.
- (C) Landlord and Tenant specifically acknowledge and agree that Tenant shall, at its own expense, design, coordinate the installation of and pay for all telephone, computer and all other data cabling within the Leased Premises and any security systems and alarms related to the Tenant's business, all as desired or required by Tenant for its business purposes, to the extent such wiring is not already available on site.
- (D) This Lease shall also include the leasing of the Landlord's personal property described on Exhibit "~~B~~" currently on site related to the food and business operation, to include all current kitchen equipment, tables, chairs, flatware, glassware and silverware owned by Landlord. Tenant shall be responsible for maintaining, repairing and replacing such items. Tenant accepts such personal property "AS IS" and later herein described.

~~(E)~~ Landlord will allow the Tenant to use the cart shed that was built jointly in 2023 without additional rent. The Tenant will retain ownership of the shed for as long as there is a restaurant lease partnership. If there is no longer a restaurant lease partnership the shed would become property of the Landlord. Tenant is responsible for the upkeep and maintenance of the shed until the restaurant lease partnership is expired. Tenant is responsible for the insurance of the shed and its contents.

~~(E)~~(F) Landlord owns and operates a winter chalet, located at Edgewood Golf Course, during certain months of the Off Season (as that term is defined below). The chalet is located on the area described on Exhibit "~~C~~." The Tenant does not intend

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to be open during the Off Season for purposes of managing a sledding and ski rental facility and/or operation a bar and restaurant. If in the future Tenant expresses an interest in this Off Season rental option, Landlord and Tenant agree to negotiate lease terms for the chalet in good faith and upon mutually agreeable terms. Such lease for the chalet shall be separate and distinct from the Lease contemplated herein.

~~(F)(G)~~ In consideration of this Lease, Landlord hereby grants to Tenant an option ("Option") to lease the chalet during the Off Season for purposes of managing a sledding and ski rental facility and/or operating a bar and restaurant. The Option shall expire at 11:59 p.m. on October 31st, 2020. If Tenant chooses to exercise its Option, Tenant shall provide no less than sixty (60) days' written notice of its intent to exercise its Option to Landlord, at Landlord's address listed above. From and after the time Tenant provides written notice to Landlord of its intent to exercise the Option, Landlord shall grant Tenant and its agents reasonable access to the chalet, for purposes of inspecting the same. If Tenant exercises its Option, Landlord and Tenant agree to negotiate lease terms for the chalet in good faith and upon mutually agreeable terms. Such lease for the chalet shall be separate and distinct from the Lease contemplated herein.

2. COMMON AREAS AND EXPENSES.

(A) Area Included. The Leased Premises shall include the use in common with others of parking areas, sidewalks, walkways, hallways and public rest rooms also shown on Exhibit "A," Exhibit "A-1," and Exhibit "A-2," and all other common areas and facilities (collectively "common areas") which are now or in the future a part of the Building, subject to reasonable rules and regulations for use prescribed by Landlord.

(B) Maintenance and Expenses. Except where otherwise stated herein and subject to the cost-sharing provisions under Paragraph 11 below, Tenant shall be responsible to maintain the common areas in good order and condition, including the public restrooms, and will keep the common areas well lighted during normal business hours. Tenant will keep the walkways free of snow and ice and any other debris and obstructions shall be removed by the Tenant. Included in the common area expenses to maintain and service the Building and parking lot shall be, but is not limited to, the following: utilities for the parking lot and Building, maintenance and cleaning of the common areas and periodic exterior window cleaning and janitorial services. Landlord will be solely responsible for landscaping and yard care around the Building and maintenance and repair of the staging area to the east of the Building. Landlord will remove snow in the parking lot at the level of its regular standards of operation. Tenant acknowledges that if this level does not meet the necessary expectations, the Tenant will make arrangements at its expense to have the snow moved.

3. USE. Tenant shall occupy and use the Leased Premises ~~year-round~~ solely for the purposes of a restaurant to provide a food and beverage service in north Fargo and to support the Edgewood Public Golf Course. ~~Tenant acknowledges that Landlord has contracted with Divots, Inc., the previous tenant, that Divots Inc. has a Class FA Golf liquor license (as that~~

~~term is defined by Fargo City Ordinances), and Tenant may negotiate with Divots Inc. on a lawful transfer of that license. Tenant will cooperate with Landlord and Divots Inc. on transitioning such services.~~ This Lease is contingent on Tenant procuring the appropriate liquor and food licenses to provide the services herein described and contemplated by the Landlord.

- (A) Tenant shall be responsible to provide prompt, courteous and consistent food and beverage services at the Clubhouse for the benefit of the Edgewood Public Golf Course. It will provide quality food and beverages at reasonable prices. Pricing for food, room rentals and related services for special events shall not depend on or change because a special event does or does not have alcohol sales associated with the event (“dual pricing is prohibited”).
- (B) The Leased Premises shall be used for food and beverage service and any other reasonably related uses and shall be used for no other purpose and by no other persons without written consent of Landlord. The providing of food and beverage service at the Clubhouse shall be exclusive to Tenant. Landlord and Tenant acknowledge that there may be certain future tournaments or activities in which the tournament or event sponsor may provide limited food or beverage services on the course or grounds, but not inside the Clubhouse, that will be in addition to Tenant’s services. In the event such tournaments or events are scheduled, Landlord and Tenant agree to negotiate the terms and conditions of such limited food or beverage services in good faith.
- (C) In addition to the customary food and beverage services that are to be provided by Tenant to the customers of Edgewood Public Golf Course during the golf season, it is understood that the Tenant’s intentions are to run a full-service restaurant during the Golf Season ~~year-round~~, to include but not be limited to a full food and beverage service for the general public, wedding rehearsal dinners, receptions, group luncheons or a Sunday breakfast buffet. Tenant will provide alternate services, appropriately staffed, for the users of the golf course if a special event is held in the Clubhouse.

~~(C)~~

(D) Landlord and Tenant agree that during the off season Tenant will continue to have access to the property to check on property and book events in the clubhouse. In months that the Tenant holds events, they will pay rent and the Landlord will charge for utilities based on their golf season rate. Should Tenant host events on the Leased Premises during the golf offseason Tenant shall pay rent in the amount of 7% of the Gross Sales for events held during the golf offseason.

(D)

~~(E)~~

~~(F)~~(E) Landlord has entered into a concession agreement with a local company (“Beverage Concessionaire”) granting the Beverage Concessionaire an exclusive concession

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for furnishing for sale on Landlord's property and in Landlord's buildings of canned and bottled drinks and other non-alcoholic beverages customarily dispensed from vending machines, coolers and portable dispensing facilities. Tenant's rights under this Lease shall be subject to and in accordance with the exclusive Concession Agreement between Landlord and Beverage Concessionaire. Tenant acknowledges and agrees that it will provide exclusively those products listed in the Landlord's beverage contract so as to allow Landlord to be in full compliance with its current or later awarded beverage contract. A copy of such contract is attached hereto as Exhibit "~~DE~~".

4. TERM. The initial term of this Lease shall be for one (1) year beginning on or about January 1, 2025, and ending December 31, 2025. The Tenant will be open during the golf season April 1-October 31. ~~Notwithstanding the above, if the Tenant is able to open the bar and restaurant earlier than April 1, 2020, the term will be deemed to commence on such date. The end date of the initial term shall not be adjusted. Proof of insurance with the Landlord listed as additional insured will be required before Tenant is given access for fit up prior to restaurant opening.~~

Option to Renew. Provided Tenant has complied with all of the terms and conditions of this Lease, Tenant shall have the option to extend this Lease for four (4) periods of one (1) year each from and after the original term, by giving to Landlord written notice of the exercise of such option at least ninety (90) days prior to the expiration of the original term and any renewal term. If one or more of the options are exercised, this Lease shall be extended on the same terms and conditions as for the original term.

5. RENT. Tenant shall pay to the Landlord, at its office or such other place designated by the Landlord, without deduction or setoff whatsoever, monthly rent as follows:

- (A) ~~For the period beginning April 1, 2020, through March 31, 2021,~~ A payment of 7% of sales up to \$1 million ~~in~~ of gross sales and increasing to 10% of any gross sales in excess of \$1 million.
- (B) Tenant shall furnish to Landlord a statement in writing, on forms to be provided by Landlord showing the total gross sales made in, upon or from the Leased Premises no later than the 10th day of each calendar month that this Lease remains in effect. Tenant shall pay to Landlord a sum equal to the above-stated percentages of the total month gross sales on or before the ~~15th~~ 20th day of each month. Within thirty (30) days after the close of the Golf Season, Tenant shall furnish to Landlord a statement, certified to be correct, showing the total gross sales by months made in, upon or from the Leased Premises during the Golf Season. If the due date for any written statement, report, or rental payment falls on a Saturday, Sunday, or legal holiday on which the Landlord's offices are closed, the written statement, report, or rental payment, as the case may be, shall be due on the next day that is not a Saturday, Sunday, or legal holiday on which the Landlord's offices are closed.

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- (C) The term "gross sales" as used in this Agreement shall include the entire gross receipts, less sales taxes applied to such sales, of every kind and nature from sales and services made in, upon or from the Leased Premises, whether upon credit or for cash, including the sales of a concessionaire that Tenant may have brought on the Leased Premises for a special event and including amounts charged for admission to any special event. Sales upon credit, whether personal credit or credit card, shall be deemed cash sales and shall be included in the gross sales from the monthly period in which the goods were delivered to the customer, whether or not Tenant has collected such sum. Gross sales shall not include tips to Tenant's employees. Gross sales shall not include revenue from gaming rental.
- (D) Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both from cash and on credit. Landlord, or its agents and employees, shall have the right at reasonable times, during regular business hours, to examine and inspect the books and records of Tenant, including any sales tax reports and income tax returns pertaining to the business of the Tenants conducted in, upon and from the Leased Premises.
- (E) Rent is due monthly on the ~~15th~~^{20th} day of each month, except the rent due for any partial month will be paid pro rata upon the Tenant taking possession and opening for business. The rent shall be considered delinquent if not paid within three (3) days of the due date and Landlord shall receive a late payment charge of 5% of the delinquent payment for rent. Rent, plus the late payment charge, not paid within seven (7) days of the due date shall accrue interest at the rate of 9% per annum.

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6. SECURITY DEPOSIT. ~~On or prior to January 1, 2025, Tenant will deposit with Landlord the sum of Five Thousand Dollars (\$5,000). The previously paid \$5,000.00 security deposit paid by Spirit Properties shall be retained by Landlord and held as security deposit by Landlord pursuant to this Agreement.~~ This deposit shall be held by Landlord without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by said Tenant during the term hereof. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option, appropriate and apply any portion of the security deposit to the payment of any such overdue rent or other sum. Also, Landlord at its option may appropriate and apply all or part of the security deposit, as necessary, to compensate Landlord for loss or damage sustained or suffered by it due to any breach, default, or neglect of Tenant to keep and perform any of the terms, covenants and conditions of this Lease. Should the entire deposit, or any portion be appropriated and applied by Landlord as provided herein, then Tenant shall, upon written demand, pay to Landlord a sufficient amount in cash to restore the security deposit to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental as it

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falls due, and all other sums payable by Tenant to Landlord under this Lease, the security deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon its earlier termination as provided herein.

7. HOURS OF OPERATION. Tenant does not intend to keep the restaurant open year round. Tenant, in its discretion, may establish hours of operation for the period beginning November 1 of each year and ending on March 31 of the following year (the “Off Season”). The parties acknowledge and understand that Tenant may establish days of the week that the restaurant is not in operation during the Off Season. In months that the Tenant holds events during the Off Season, they will pay rent and the Landlord will charge for utilities based on their golf season rate.

- (A) From the period beginning on April 1 and ending on October 31 of each year (the “Golf Season”), Tenant shall, at minimum, maintain the following hours of operation for the restaurant:

Monday – Saturday 9:00 a.m. – 10:00 p.m.
Sunday 9:00 a.m. – 9:00 p.m.

- (B) Tenant agrees that the Beverage Cart(s) will be offered to patrons as follows:

During the months of April and October – Tenant agrees that the Beverage Cart(s) will be available at Tenant’s discretion.

During the month of May– Tenant agrees that the Beverage Cart(s) will be offered for the following hours:

Monday-Friday 11am-7:30pm; Saturday and Sunday 11am-7:30pm

During the months of June, July and August- Tenant agrees that the Beverage Carts(s) will be offered for the following hours:

Monday-Thursday 11am-8pm; and Friday-Sunday 11am-8pm.

During the month of September, Tenant agrees that the Beverage Cart(s) will be offered for the following hours:

Monday-Thursday 11am-6:30pm; and Friday-Sunday 11am-6:30pm.

- ~~(B)~~(C) The parties understand and acknowledge that the weather is often unpredictable and that the Golf Season may be shorter than contemplated above in any given year. In the event inclement weather causes a delay in the opening of the golf course, or alternatively, closure of the golf course prior to the end of the regular Golf Season,

Tenant and the Landlord's golf professional at Edgewood shall negotiate modified operating hours in good faith. Such modified hours, if any, shall automatically terminate upon the opening or closing of the golf course, as the case may be. Upon the opening or closing of the golf course, Golf Season hours or Off Season hours, as the case may be, shall take effect.

8. REAL ESTATE TAXES. The Building and real estate is currently tax exempt. Tenant shall pay all real estate taxes that may later be assessed arising out of its use and occupancy of the Leased Premises. Landlord will be solely responsible for any special assessments levied against the Leased Premises.
9. INSURANCE. Landlord, at its expense, shall carry fire and extended coverage insurance upon the Building and the Landlord's fixtures and personal property located on the Leased Premises.
 - (A) Tenant, at its expense, shall keep in force public liability insurance for bodily injury and property damage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, with the Landlord named as an additional insured. Tenant shall also maintain fire legal liability insurance with coverage in such reasonable amounts as may be determined by Landlord on Tenant's personal property located in and on the Leased Premises. Tenant shall also cause to be carried liquor liability or dram shop insurance of at least \$1,000,000. Copies of insurance policies or certificates of insurance shall be delivered to Landlord, if requested by Landlord. All policies shall require the insurance company to notify Landlord in writing at least twenty (20) days prior to any cancellation of the insurance and that no act or omission of others shall avoid coverage as to Landlord.
10. WAIVER OF SUBROGATION. The parties release each other from all claims for recovery for any loss or damage to any of its property which is insured under an insurance policy to the extent of any recovery collectible under the insurance. This release and waiver shall apply only when permitted by the applicable insurance policy.
11. UTILITIES. Each party shall pay for its own telephone, cable television and internet connections servicing their respective areas and for any utilities that may be separately metered to their exclusively used areas in the Building (the parties acknowledging that there is not currently any separate metering). Landlord shall pay for all fuel, electricity, gas, oil, water and other utilities used in the Building where these charges are not separately metered and are otherwise billed to Landlord. Landlord shall be solely responsible for such charges for the months of January, February, March, November and December of each year. All such charges for April through October shall be prorated between the parties, with Tenant to pay 75% of the utilities and Landlord to pay 25% of the utilities. Landlord shall invoice Tenant each month for utilities due the previous month, and Tenant shall reimburse Landlord at the same time rent for the current month is paid. In months that the Tenant holds events, they will pay rent and the Landlord will charge for utilities based on their golf season rate.

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~~Landlord will invoice Tenant in February for utilities due and owing from January. Tenant will reimburse Landlord for January utilities at the same time Tenant pays its February rent.~~

12. **DAMAGE OR DESTRUCTION.** If the Leased Premises shall be partially or totally damaged by fire, tornado, or other casualty, Tenant shall immediately give notice thereof to Landlord. Receipt of notice by Landlord shall be the starting date for the time required in these paragraphs Landlord, in its sole discretion, shall decide whether or not the Leased Premises shall be rebuilt. If Tenant's business is substantially interfered with, the proportionate part of the rent shall be abated until the Leased Premises are rebuilt.
- (A) **Total Destruction.** If the Building and/or the Leased Premises shall be so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) days from the date of written notification by Tenant to Landlord of the happening of the damage, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification.
- (B) **Partial Destruction.** If the Building other improvements situated on the Leased Premises should be damaged by fire, tornado, or other casualty, but to the extent that rebuilding or repairs can be reasonably completed within one hundred eighty (180) days from the date of written notification by Tenant to Landlord of the occurrence of the damage, this Lease shall not be terminated. If Landlord repairs or rebuilds after damage, Landlord's obligation shall be limited to rebuilding or restoring the Leased Premises to substantially the same condition as prior to the damage and limited to the amount of insurance available to Landlord. Tenant shall be obligated to fully repair or replace all of its exterior and interior signs, trade fixtures, furniture, equipment, display cases, decorations and other personal property and improvements originally installed by Tenant at its expense. If the Building and/or the Leased Premises are untenable in whole or in part following the damage contemplated herein, the rent payable hereunder during the period in which they are untenable shall be pro-rated accordingly. In the event that Landlord shall fail to complete such rebuilding or repairs within one hundred eighty (180) days from the date of written notification by Tenant to Landlord of the happening of the damage, Tenant may, at its option, terminate the Lease by written notification at such time to Landlord, whereupon all rights and obligations hereunder shall cease.
13. **CONDEMNATION.** If any part of the Leased Premises are taken over or condemned for a public or quasi-public use and a part remains which is suitable of occupancy hereunder, this Lease shall, as to the parts so taken, terminate on the date title shall vest in the condemnor and rent payable shall be adjusted so Tenant shall pay only that portion of the rent as the value of the part remaining bears to the value of the entire Leased Premises at the date of condemnation. However, Landlord shall have the option to terminate this Lease as of the date

when title to the part condemned vests in the condemnor. If all of the Leased Premises or a part thereof be taken or condemned so that there does not remain a portion suitable for occupancy hereunder, this Lease shall terminate.

The parties shall cooperate in applying for and in prosecuting any claim for condemnation award. The award, after deducting all expenses, including reasonable attorney's fees, shall be divided, and Tenant shall be entitled to that portion of the award which would be awarded for its leasehold interest and expenses for moving its inventory, fixtures and property.

14. ASSIGNMENT. Tenant shall not assign, sublet or mortgage this Lease or any rights hereunder without the prior written consent of Landlord. An assignment includes a change of control in the ownership of the Tenant. If assignment or subletting is permitted, Tenant shall continue to be liable for the rent and performance of all covenants in the Lease. Neither this Lease nor any right hereunder shall be assignable by operation of law, including bankruptcy or other law relating to debtors, and no trustee, receiver, sheriff, creditor or purchaser at judicial sale, or any officer of any court shall acquire any right under this Lease or to the possession or use of the Leased Premises or any part thereof without the prior written consent of Landlord. If this Lease or the Leased Premises or any interest therein is levied on by any legal process against Tenant which shall be allowed to remain thereon for a period of twelve (12) days, it shall, at the option of Landlord, cause a termination of the Lease.

15. REPAIRS AND MAINTENANCE. Landlord shall keep the foundations, exterior walls and roof of the Building in good repair and shall keep the HVAC, plumbing and electrical systems servicing the Building in good repair. Tenant shall be solely responsible for the cost of maintaining the kitchen exhaust system at the Leased Premises, including but not limited to regular cleaning, and routine and preventive maintenance. In the event the motor servicing the kitchen exhaust system is in need of replacement, Landlord shall cause the same to be replaced.

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Landlord shall be solely responsible for costs associated with the repair and maintenance of the parking lot, including resurfacing and restriping, parking lot lights and walkways leading directly from the parking lot to the building and the staging area to the east of the building. Notwithstanding the above, Tenant shall have the day-to-day upkeep responsibilities as described in paragraph 2(B) above.

- (A) Tenant's rent payment does not contemplate Landlord's responsibility to provide any janitorial service, normal maintenance and/or repairs within the Leased Premises. Janitorial service, normal maintenance and repairs within the Leased Premises and the common areas shall be the sole responsibility of Tenant unless such repairs are necessitated by systems described in Paragraph 1 above in which Landlord has the obligation of maintenance and repair. Repairs to the common areas necessitated by the negligent or willful conduct of Tenant or its employees are the responsibility of the Tenant.

(B) The Leased Premises shall not be altered, repaired or changed without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All expenses of redecorating during the term are the responsibility of the Tenant.

16. “AS IS” ACCEPTANCE BY TENANT. Except as otherwise stated herein that Landlord will provide repairs or replacements, Tenant accepts the Premises in the condition in which they now are, “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and with all defects and deficiencies, whether patent or latent. Tenant assumes all risks related to the condition of the Premises, including those risks posed by all such defects and deficiencies, from and after the date of this Lease.

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17. Charitable Gaming. Tenant is under no obligation to offer charitable gaming at the Leased Premises. In the event that Tenant does elect to offer charitable gaming, the Fargo Park District Foundation shall have the right of first refusal to offer charitable gaming operations, whether it is the Foundation directly or through a partner of the Foundation. The Fargo Park District Foundation shall have the right to decide the kinds of games that are offered. Tenant shall notify the Landlord if it intends to offer charitable gaming operations. This right shall renew on a year-to-year basis.

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18. INDEMNITY. Tenant shall defend, indemnify and hold Landlord harmless and free from all liability and claims for damages by reason of any injury to any persons, including Tenant, or property, including Tenant's, occurring because of Tenant's negligence or occupation of the Leased Premises. Tenant shall defend, indemnify and save Landlord harmless from all liability, loss, costs, reasonable attorney's fees and obligations arising out of such liability and claims.

In like manner, Landlord shall defend, indemnify and hold Tenant harmless and free from all liability and claims for damages by reason of any injury to any persons, including Landlord, or property, including Landlord's, occurring because of Landlord's negligence or its obligations to maintain the common areas under this Agreement. Landlord shall indemnify and save Tenant harmless from all liability, loss, costs, reasonable attorney's fees and obligations arising out of such liability and claims.

~~17.~~19. LANDLORD'S ACCESS. Landlord may enter upon the Leased Premises at any reasonable time to inspect and to make reasonable changes, alterations or repairs which Landlord may desire to the Leased Premises or the building in which the Leased Premises are situated. Landlord shall have the right to post any notice provided for by law or otherwise to protect any and all rights of Landlord, all without liability against Landlord unless Landlord shall unreasonably interfere with Tenant's business, nor shall Tenant be entitled to any abatement of rent by reason of the exercise by Landlord of any rights hereunder.

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~~18-20~~. **NOTICES.** Any notice required or desired to be given by either party shall be deemed given if left at the address or deposited in the United States Post Office for certified mail, return receipt requested, postage prepaid, at its address stated in this Lease or at such other place as the party may designate in writing. For purposes of Notice, the addresses of the parties shall be:

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<p>If to Landlord:</p> <p>With copy to:</p>	<p>Fargo Park District Attn: Executive Director 701 Main Ave. Fargo, ND 58103</p> <p>Kennelly Business Law Attn: Jeff Gunkelman University Fargo, ND 58102 jeff@kennellybusinesslaw.com</p>
<p>If to Tenant:</p>	<p>Edgewood Tavern, LLC Attn: Keith Stensgard 19 Golf Course Ave N Fargo, North Dakota 58102</p>

~~19-21~~. **NAMING RIGHTS AND SIGNS.** Tenant may, at its own expense, install signs on the interior of the Leased Premises, such signage being subject to the Landlord's approval, which approval shall not be unreasonably withheld. No signs shall be erected on the outside of the Leased Premises without the written consent of the Landlord. Landlord will provide space on the marquee sign for the golf facility located on Elm Street. The Tenant's signage on the marquee sign will be subject to the approval of the Landlord, which approval will not be unreasonably withheld. All expenses for the signage and installation of such signage shall be the sole responsibility of the Tenant.

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~~20-22~~. **PARKING.** Both the Landlord and the Tenant may designate two (2) parking spaces to be exclusively used by such party. All other parking spaces in the parking lot located to the south of the Building are designated as common area parking and there are no specified or designated parking spaces available to Tenant for its customers or other visitors to the Tenant's restaurant/bar. Landlord and Tenant will establish parking rules/areas for employees of the Landlord and Tenant. Neither party will store or otherwise allow vehicles to be parked for extended periods of time in the common parking area. The parties acknowledge the need for a relatively clear parking lot to accomplish snow removal and other maintenance required by under this Lease.

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~~24-23~~. QUIET POSSESSION. Tenant, upon paying the rent and performing the agreements of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises for the specified term.

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~~22-24~~. LIENS. Tenant shall not permit any construction or other lien to stand against Landlord's property arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant gives Landlord security required by Landlord to ensure payment or prevent any forfeiture of the property. Tenant shall have all liens released or judgments satisfied at Tenant's expense.

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~~23-25~~. SUBORDINATION. Landlord may subordinate this Lease to existing or future mortgages on the Leased Premises. Tenant shall execute and deliver any instrument necessary to effectuate the subordination; however, each mortgagee shall agree that this Lease will remain in full force and effect as to Tenant upon foreclosure of any mortgage, provided Tenant shall not be in default under this Lease.

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~~24-26~~. OPERATION. Tenant shall not abandon or vacate the Leased Premises and Tenant shall operate the Leased Premises during the entire term of the Lease unless prevented from doing so by fire, windstorm or other casualty.

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~~25-27~~. REQUIREMENTS OF PUBLIC AUTHORITY. Tenant shall comply with all covenants and restrictions of record, and all laws, ordinances and regulations of governmental authority which affect the Leased Premises, building, improvements, business or use thereof. Tenant shall obtain, at its own expense, all licenses and permits necessary for Tenant's business.

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~~26-28~~. DEFAULT. If Tenant shall fail to pay the rent when due or default in any provisions of this Lease, or if Tenant shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency, Landlord may, at its election, give notice to Tenant in writing specifying the default. Tenant shall have five (5) business days after notice is sent to cure any default arising out of its failure to pay rent and shall have thirty (30) days after notice is sent to cure any other default. If default continues thereafter, Landlord may declare the term ended and re-enter the Leased Premises without a forfeiture of rents to become due hereunder, either with or without process of law, and to expel the Tenant and all persons on the Leased Premises, using force as may be necessary to repossess and enjoy the Leased Premises without prejudice to any other remedy which might be available. Landlord may re-rent at a price and terms as Landlord determines, and receive the rent applying it to payment of the rent due under this Lease, after all expenses of re-rental, including advertising, rental commissions, decorating, repairs and maintenance. Tenant shall pay any deficiency and remain liable for failure to comply with all terms and conditions of the Lease. Landlord may, but is not obligated to, make payments or to keep covenants required of Tenant under this Lease. All expenses of Landlord in so doing shall be additional rent and paid by Tenant to Landlord. All of Landlord's remedies are cumulative and pursuit of any remedy shall not be an election of remedies. Landlord shall have all remedies allowed by law and this Lease.

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If Landlord is in default under this Lease, Landlord shall have a reasonable time to cure the default after written notice specifying the default to Landlord by Tenant.

~~27-29.~~ NONWAIVER. No waiver by a party of any breach by the other of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other shall not be a waiver of its rights or remedies with respect to the breach, or the required time of payment of rent or performance of a party's obligations.

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~~28-30.~~ HOLDING OVER. If Tenant shall continue to occupy the Leased Premises after termination of this Lease, such occupancy shall create a tenancy at will only and shall not be a renewal of this Lease. Tenant shall pay rent for the Leased Premises during any holding-over period at a rate equal to one hundred ten percent (110%) of the last month's rent payable under the contracted term of this Lease.

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~~29-31.~~ SURRENDER. At the termination of this Lease for any reason, Tenant shall quit and surrender the Leased Premises in as good condition as when received, reasonable wear and tear or causes beyond Tenant's control excepted. Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.

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~~30-32.~~ OBLIGATION OF PARTIES. The agreements in this Lease shall be binding upon and enforceable by the parties, their heirs, representatives, successors and assigns.

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~~31-33.~~ RELATIONSHIP OF PARTIES. Nothing contained in this Lease or any act or omission of the parties shall be construed to create a relationship of principal and agent, partnership, joint venture or association or any relationship between the parties other than the relationship of Landlord and Tenant.

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~~32-34.~~ GOVERNING LAW. This Lease covers property in North Dakota and shall be construed according to North Dakota law. Invalidity of any provision of this Lease shall not affect the validity of any other provision.

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[SIGNATURES FOLLOW]

[Signature page to Lease Agreement between Fargo Park District and Spirit Properties, Inc.]

IN WITNESS WHEREOF, the parties have signed this Lease the day and year first written above.

PARK DISTRICT OF THE CITY OF FARGO

By: _____
Its: _____ Landlord

EDGEWOOD TAVERN, LLC.

By: _____
Its: _____ Tenant

GUARANTY

The undersigned, for and in consideration of the above lease, hereby guarantees the full and prompt performance when due of any and all of the Tenant's obligations under the above-described Lease, including the payment of all rent and other financial obligations of the Tenant to the Landlord. This is an absolute and continuing guaranty and no release or discharge of the Tenant or other party obligated under the Lease will effect a discharge of the undersigned's obligations hereunder.

Dated: _____, 2025

Keith Stensgard

EXHIBIT A
Leased Premises Site Plan
See attached

EXHIBIT A-1
Leased Premises Site Plan

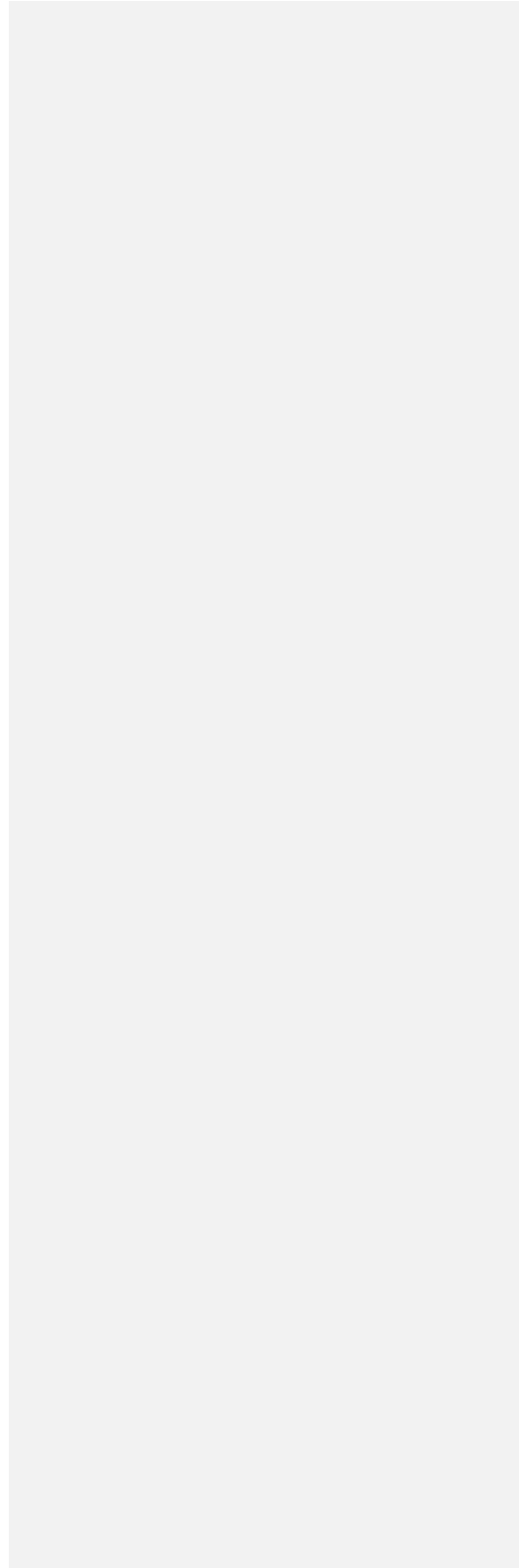


EXHIBIT A-2
Leased Premises Site Plan – Grounds
See attached

EXHIBIT B-1
Fit-up Requirements

~~Fit Up by Park District (estimated investment is \$ 15,000.00)~~

~~Kitchen Ice Machine \$7,500.00~~

~~Repairs to Walk in Cooler \$5,500.00~~

~~Repairs to Beer Cooler \$2,000.00~~

~~Fit Up by Tenant (estimated investment is \$ _____)~~

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EXHIBIT ~~BC~~
[ATTACH ASSET LIST]

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EXHIBIT 

[Attach Map of Chalet]

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EXHIBIT ~~DE~~

[Attach Beverage Concessionaire Contract]



MEMORANDUM

DATE: December 18, 2024

TO: Fargo Park Board Committee Members

FROM: Tony Schmitt, Park Director

RE: Agenda Item (2) - Consideration of 2025 Park District Maintenance Equipment Bids

The 2025 Park District Maintenance Equipment Bids were received and publicly opened on Wednesday, December 4, 2024, at 1:00 p.m., at the Park District Office. Attached to this memo is the bid tabulation, equipment photos, and the staff recommendations narrative.

<u>Item#</u>	<u>Quantity</u>	<u>Description</u>
1	1	Heavy Duty Utility Cart
2	3	48" Greens Aerators
3	2	Lithium Utility Cart w/Electric Dump Boxes
4	1	Self -Contained Engine Debris Blower
5	2	75" Tow-Behind Aerators
6	1	Tri-Plex Greens Mower
7	3	Medium Duty Utility Vehicles
8	1	Set of (3) Vibratory Rollers
9	1	16' Rotary Mower
10	2	72" Zero-Turn Radius Mowers
11	1	200 Gallon Cart Sprayer
12	1	300 Gallon Cart Sprayer
13	1	Sand Bunker Rake
14	1	Tracked Skid Steer
15	1	Articulating Loader
16	1	Cab Over Truck w/8 CY Rear Load Trash Compactor
17	1	Add Alternate Boom Leveling Bar

After review of the bid information, staff recommends:

Accepting the bid package #1 from MTI Distributing, Inc. in the amount of \$641,891.71 plus \$4,458.54 for the add alternate for a total amount of \$646,350.25 for the following items:

Susan Faus, Executive Director
Park Commissioners – Zoë Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman

Our Values: Be Authentic * Be Bold * Be Collaborative

- Item #1- Toro Heavy Duty Utility Cart in the bid amount of \$42,573.16
- Item #2-Three (3) Toro 48" Greens Aerators in the bid amount of \$125,376.93
- Item #3-Two (2) – Toro Lithium Utility Carts w/Electric Dump Boxes in the amount of \$34,992.36
- Item #4- Toro Self-Contained Engine Debris Blower in the amount of \$11,022.18
- Item #6-Toro Tri-Plex Greens Mower in the amount of \$63,445.20
- Item #7-Three (3) Toro Medium Duty Utility Vehicles in the amount of \$44,560.59
- Item #8-Toro Set of three (3) Vibratory Rollers in the amount of \$12,540.00
- Item #9-Toro 16' Rotary Mower in the amount of \$156,717.60
- Item #11-Toro 200 Gallon Cart Sprayer in the amount of \$66,151.39 w/add alternate boom leveling bar in the amount of \$4,458.54 for a total cost of \$70,609.93
- Item #12-Toro 300 Gallon Cart Sprayer in the amount of \$81,610.52
- Item #13-Toro Sand Bunker Rake in the amount of \$30,732.00

Accepting the following bid item from Van Wall Equipment:

- Item #5-Two (2) Aerway 75" Wide Tow Behind Aerators in the amount of \$34,650.00

Accepting the following bid item from RDO Equipment:

- Item #10-Two (2) 72" Zero Turn Radius Mowers in the amount of \$38,520.02

Rejecting the following bid items from Acme Electric and RDO Truck-Fargo that did not meet equipment specifications:

- Item #14-Tracked Skid Steer
- Item #15-Articulating Loader
- Item #16-Cab Over Truck w/8CY Rear Load Trash Compactor

We have a total budget amount of \$789,500 for the 2025 Park District Maintenance Equipment purchases, not including the rejected bid items. Total purchase price if all bids are accepted as presented above is \$719,520.27.

Funds for these projects will be taken from the 2025 approved budget.

We are asking the Committee to review and move the consideration for approval to the full board and asking for authorization to re-bid items #14, #15, #16 per the following bid timeline:

- First Publication for Bid Ad-January 22
- Second Publication for Bid Ad- January 29
- Bid Opening-February 5-1:30 p.m.
- Planning Committee Meeting Consideration-February 19
- Board Meeting Consideration and Approval-March 11

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Fargo Park District
Park District Equipment
 Bid Opening: 1:00 pm, Wednesday, December 04, 2024

	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Item 13	Item 14	Item 15	Item 16	Item 17 - Alternate		
	Heavy Duty Cart 2025 or Current Model Year	48" Greens Aerator 2025 or Current Model Year (3)	Lithium Utility Cart with Electric Dump 2025 or Current Model Year (2)	Self-Contained Engine Driven Debris Blower 2025 or Current Model Year	75" Wide Tow-Behind Aerator 2025 or Current Model Year (2)	Tri-Plex Greens Mower with 14 Blade Reels 2025 or Current Model Year	Medium Duty Utility Vehicles 2025 or Current Model Year (3)	Set of (3) Vibratory Rollers 2025 or Current Model Year	16 ft. Rotary Mower 2025 or Current Model Year	72-inch Rotary Mower Zero Turn Mower 2025 or Current Model Year (2)	*200 Gallon Cart Sprayer Unit 2025 or Current Model Year	300 Gallon Cart Sprayer Unit 2025 or Current Model Year	Sand Bunker Maintenance Rake 2025 or Current Model Year	Track Skid Steer 2025 or Current Model Year	Articulating Loader 2025 or Current Model Year	Cab Over Truck with 8 Cubic Yard Rear Load Trash Compactor Body 2025 or Current Model Year	*One (1) 200 Gallon Cart Sprayer or Current Model Year	Est. Delivery Date	All Equipment Bid
Bidder																			
VAN WALL EQUIPMENT	\$43,216.52	\$74,994.00	\$36,650.00	\$9775 / \$9850.00	\$34,650.00	\$59,754.00	\$41,670.00		\$112777 / \$120802	\$38,820.00	\$61,610.00	\$70,168.00	\$27,165.00				\$4,600.00	Mar-25	
		Did not meet spec	Did not meet spec	Did not meet spec			Did not meet spec		Did not meet spec										
MTI	\$42,573.16	\$125,376.93	\$34,992.36	\$11,022.18	\$22,406.00	\$63,445.20	\$44,560.59	\$12,540.00	\$156,717.60	\$39,400.00	\$66,151.39	\$81,610.52	\$30,732.00				\$4,458.54	Apr-25	\$641,891.71
					Did not meet spec					Did not meet spec									
RDO EQUIPMENT / MOORHEAD										\$38,520.02								Feb-25	\$38,520.02
RDO EQUIPMENT / FARGO																\$161,998.94		X	\$161,998.94
																Did not meet spec			
ACME EQUIPMENT										\$38,944.42				\$66,438.83	\$63,088.40			X	\$168,471.65
														Did not meet spec	Did not meet spec				

Item. 1
Heavy Duty Utility Cart

MTI Distributing, Inc.
Toro HDX Workman
\$ 42,573.16



Item. 2
(3) 48" greens Aerator

MTI Distributing, Inc.
Toro 648 with Trailer
\$ 125,376.93



Item. 3
(2) Lithium Utility Cart with Electric Dump

MTI Distributing, Inc.
Toro GTX Workman
\$ 34,992.36



Item. 4
Self-Contained Engine Driven Debris Blower

MTI Distributing, Inc.
Toro Pro Force Debris Blower
\$ 11,022.18



Item. 5
(2) 75" Wide Tow-Behind Aerator

Van Wall
AerWay AWGHP-75-1F7
\$34,650.00



Item. 6
Tri-Plex Greens Mower with 14 Blade Reels

MTI Distributing, Inc.
Toro 3320 TriFlex Greens Mower
\$ 63,445.20



Item. 7
(3) Medium Duty Utility Vehicle

MTI Distributing, Inc.
Toro MDX Workman
\$ 44,560.59



Item. 8
Set of (3) Vibratory Rollers

MTI Distributing, Inc.
True Surface 31F-VR5T
\$ 12,540.00



Item. 9
16 ft. Rotary Mower

MTI Distributing, Inc.
Toro 5910-D
\$ 156,717.60



Item. 10
(2) 72-inch Rotary Zero-Turn Mower

RDO Equipment Co.
John Deere Z944R
\$ 38,520.02



Item. 11
200 Gallon Cart Sprayer

MTI Distributing, Inc.
Toro Multi Pro WM Sprayer
\$ 70,609.93



Item. 12
300 Gallon Cart Sprayer

MTI Distributing, Inc.
Toro MP 5800 Sprayer
\$ 81,610.52



Item. 13

Sand Bunker Maintenance Rake

MTI Distributing, Inc.

Toro Sand Pro 3040

\$ 30,732.00



Fargo Park District Equipment Recommendations

Item. 1 – Heavy Duty Cart 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$42,573.16 for the **Toro HDX Workman**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 2 – (3) 48” Greens Aerator 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$41,792.31 for a total of \$125,376.93 for the three (3) **Toro 648’s with trailers**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 3 – (2) Lithium Utility Cart with Electric Dump 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$17,496.18 for a total of \$34,992.36 for the two (2) **Toro GTX Workman’s**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 4 – Self-Contained Engine Driven Debris Blower 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$11,022.18 for the **Toro Pro Force Blower**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 5 – (2) 75” Wide Tow-Behind Aerator 2025 or current Model Year

Staff recommends accepting the bid submitted by Van Wall in the amount of \$17,325.00 for a total of \$34,650.00 for the two (2) **AerWay AWGHP-75-1F7’s**. This unit meets or exceeds all specifications. The other bid doesn’t have a ballast tank for added weight or a smooth roller for just rolling the turf.

Item. 6 – Tri-Plex Greens Mower with 14 Blade Reels 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$63,445.20 for the **Toro 3320 Triflex Greens Mower**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 7 – (3) Medium Duty Utility Vehicle 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$14,853.53 for a total of \$44,560.59 for the three (3) **Toro MDX Workman’s**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 8 – Set of (3) Vibratory Rollers 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of 12,540.00 for the set of **True Surface 31F-VR5T**. This unit meets or exceeds all specifications. This was the only bid received and is cheaper in the overall bid package pricing from MTI.

Item. 9 – 16ft. Rotary Mower 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$156,717.60 for the **Toro 5910-D**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 10 – (2) 72-inch Rotary Mower Zero Turn Mower 2025 or Current Model Year

Staff recommends accepting the bid submitted by RDO Equipment in the amount of \$19,260.01 for a total of \$38,520.02 for the two (2) **John Deere Z944R**. This unit meets or exceeds all specifications. This was the lowest price bid received for this item.

Item. 11 – 200 Gallon Cart Sprayer Unit 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$66,151.39 for the **Toro Multi Pro WM Sprayer**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

***Add alternate – Automatic Boom - height adjusts to maintain proper spray height on uneven terrain**

Staff recommend accepting the bid submitted by MTI in the amount of \$4,458.54 for the add alternate for the 200 Gallon Sprayer. This will make using the 200-gallon sprayer better as it will maintain the proper height for optimal spray application.

Item. 12 – 300 Gallon Cart Sprayer Unit 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$81,610.52 for the **Toro Multi Pro 5800**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item. 13 – Sand Bunker Maintenance Rake 2025 or Current Model Year

Staff recommends accepting the bid submitted by MTI in the amount of \$30,732.00 for the **Toro Sandpro 3040**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

Item.14 – Track Skid Steer 2025 or Current Model Year

Staff recommends rejecting the bid submitted by Acme Equipment. The unit did not meet or exceed all specifications. It failed to meet our Engine, Hydraulic, Operator Station, and Undercarriage requirements. This was the only bid received.

Item. 15 – Articulating Loader 2025 or Current Model Year

Staff recommends rejecting the bid submitted by Acme Equipment. The unit did not meet or exceed all specifications. It failed to meet our Transmission, Hydraulic, Operator Station, and Undercarriage requirements. This was the only bid received and it was over our budgeted amount.

Item. 16 – Cab Over Truck with 8 Cubic Yard Rear Load Trash Compactor Body 2025 or Current Model Year

Staff recommends rejecting the bid submitted by RDO Truck Center. The unit did not meet or exceed all specifications. It failed to meet our Engine, Transmission/Differential, and Warranty requirements. This was the only bid received, and it was over our budgeted amount.