



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, JANUARY 14, 2025, AT 5:30 P.M.** IN THE BOARD ROOM AT THE FARGO PARKS SPORTS CENTER AT 6100 38th STREET SOUTH, FARGO, WITH PRESIDENT AARON HILL, PRESIDING. **Please note:** This is an in-person event and streamed virtually. Members of the public and media can view the live meeting at www.fargoparks.com/news/park-board-meeting-january-agenda-2025

- A. Call to Order
- B. Board to Approve Order of Agenda

Consent Agenda - approve the following:

- a. Minutes - 12/10/2024
- b. December Bills
- c. Consideration of 2025 Park District Maintenance Equipment Bids

Regular Agenda

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Fargo Park District Foundation Update; Craig Bjur, presenter
- 4. Board to Consider Approval of New Lease for Edgewood Golf Course restaurant; Carolyn Boutain, presenter
- 5. Planning Committee Update; Commissioner Dawson, presenter
- 6. Adjourn

Individuals who wish to attend Park Board meetings but need special arrangements or would like to address the Board, please contact the Fargo Park District office at 499-6060 by noon on the Monday before the Board Meeting.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
OF THE FARGO PARK DISTRICT OF DECEMBER 10, 2024**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, December 10, 2024, at 5:30 p.m. at the Fargo Park District office at 6100 38th Street South, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Aaron Hill, Jerry Rostad, Joe Deutsch, Zoé Absey and Vicki Dawson. Also present were: Susan Faus, Dave Bietz and attorney Jeffrey Gunkelman.

Approval of Agenda

Commissioner Joe Deutsch moved and Commissioner Jerry Rostad seconded a motion to approve the agenda. Upon call of the roll, the motion passed unanimously.

Approval of Consent Agenda

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the following actions on the consent agenda:

- (a) The minutes from November 12, 2024 meeting;
- (b) The November 2024 bills; and
- (c) Permission to publicly bid the 2025 Park District Capital Projects as presented

Upon call of the roll, the motion passed unanimously.

Public Comments

Members of the public were afforded the opportunity to discuss issues with the Board.

Director's Report

Susan Faus presented this matter and provided an informational update to the Board on the respective departments. No action was taken on this matter.

Approval of Payment In Lieu Agreement

Broc Lietz presented to the Board on this matter. It was noted that the Park District sold the Anderson Park land to EPIC Companies in 2021. It was noted that as part of the sale the Park District received a guarantee from EPIC Companies that a 4-acre parcel located on within the land would be reserved as green space open to the public or a park. It was noted that construction has stalled on the development of the land and EPIC Companies has entered into a purchase agreement to sell the land to J&O Real Estate, LLC. It was noted that J&O Real Estate is requesting that the Park District release the land from the 4-acre public green space requirement and is offering to pay the Park District \$256,500.00 for such a release. It was noted that Park District staff worked to compute the market value of the 4-acre restricted use by considering several factors, including: (1) the reduced sales price that the Park District received for the sale of the land with the restriction; (2) property valuation increases since the sale; (3) cost per square foot; and (4) reviewing related sales.

Commissioner Vicki Dawson moved and Commissioner Jerry Rostad seconded a motion to approve the Payment In Lieu Agreement between the Park District and J&O Real Estate, LLC, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Metro Sports Foundation, Inc., Bond Renewal and Leasehold Mortgage

Broc Lietz presented to the Board on this matter. It was noted that as part of the Urban Plains Development, the Fargo Park District entered into a Lease Agreement with Metro Sports Foundation, Inc. for the operation of Scheels Arena. It was noted that the Park District owns the land upon which Scheels Arena resides and Metro Sports Foundation operates the facility and is responsible for maintenance. It was noted that Metro Sports Foundation has a 25 year Bank Qualified Tax-Exempt Bond which matures every 5 years, secured by the lease agreement between the parties. It was noted that Metro Sports Foundation is seeking the approval of renewing their Bond which would result in a modified leasehold mortgage being placed on the property as security.

Commissioner Joe Deutsch moved and Commissioner Zoé Absey seconded a motion to approve the Metro Sports Foundation, Inc. bond renewal and Third Addendum to Leasehold Mortgage, Security Agreement, and Fixture Financing Statement, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Planning Committee Update

Commissioner Vicki Dawson presented to the Board and provided an update on the Planning Committee from its November meeting. No action was taken on this matter.

Governance Committee Update

Commissioner Aaron Hill presented to the Board and provided an update on the Governance Committee from its November meeting. No action was taken on this matter.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:00 p.m.

Jeff Gunkelman, Kennelly Business Law, Clerk



MEMORANDUM

DATE: January 14, 2025

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (c) - 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:

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

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:

- 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

Funds for the equipment purchases will be taken from the 2025 approved budget. 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.

SAMPLE MOTION: I make a motion to accept the 2025 Park District Maintenance Equipment Bids, as presented and to authorize staff to re-bid equipment items #14, #15, #16.

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	Addendum 1	Est. Delivery Date	All Equipment Bid		
	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					
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					
		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				\$641,891.71	
					Did not meet spec					Did not meet spec												
RDO EQUIPMENT / MOORHEAD										\$38,520.02											\$38,520.02	
RDO EQUIPMENT / FARGO																	\$161,998.94				\$161,998.94	
																	Did not meet spec					
ACME EQUIPMENT										\$38,944.42				\$66,438.83	\$63,088.40							\$168,471.65
														Did not meet spec	Did not meet spec							

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.



MEMORANDUM

DATE: January 14, 2025

TO: Fargo Park Board Commissioners

FROM: Craig Bjur, Executive Director of the Foundation

RE: Regular Agenda Item (3) – Foundation Update

Craig will be presenting the Foundation Update.

If you have any questions prior to the Board Meeting, please contact me to discuss.

Thank you.

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

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

FARGO PARKS

At a Glance



110 MILES OF TRAILS
2,400 ACRES OF PARKLAND



161 FULL-TIME STAFF
1,100 PART-TIME EMPLOYEES



70+ SPECIAL EVENTS
OVER 1,000 PROGRAMS



FARGO PARKS SPORTS CENTER
5 OUTDOOR PUBLIC POOLS
3 INDOOR ICE ARENAS
5 PUBLIC GOLF COURSES



THE DIFFERENCE YOU MAKE

In 2024, the Fargo Park District Foundation received \$622,045 in donations and another \$385,000 of in-kind gifts for a total of \$1,007,054 all thanks to our amazing community, sponsors and donors.



Giving Hearts Day | Named top 5 fundraiser for Giving Hearts Day 2024

A word from our Executive Director

DEAR FRIENDS OF THE FARGO PARK DISTRICT FOUNDATION,

As we reflect on the past year, I am proud to share the remarkable progress and accomplishments of the Fargo Park District Foundation. Your generous support and commitment to our mission have allowed us to continue enhancing our community through transformational projects and initiatives.

This year, we celebrated the opening of Phase I of the Fargo Parks Sports Center, a milestone that represents years of dedication and collaboration. When the Foundation was established in 2018, our first undertaking was to secure private donations to help bring this facility to life. Countless hours were spent by our Foundation Board, staff, and fundraising advisory committee building relationships with community-minded leaders who shared our vision. Together, we turned this ambitious dream into reality.

In celebration of this achievement, we hosted a VIP event, bringing together our partners for an exclusive first look at the first phase of the facility. It was a meaningful evening to honor what has been accomplished and to look ahead to what is yet to come.

As we eagerly anticipate the opening of Phase II which will include two ice rinks, four additional courts, six pickleball courts, a playground, and two more community rooms, we remain committed to enhancing opportunities for recreation and connection across the Red River Valley.

Another significant project on the horizon is the Island Park Pool redevelopment. Slated to open in the summer of 2025, this project is generating excitement throughout our community. To date, the Foundation has raised \$1.5 million, enabling us to meet critical project needs and incorporate key features such as shade structures, scoreboards, and enhanced spectator seating areas for swim meets.

Our commitment to accessibility and inclusion continues to be a priority. This year, proceeds from our golf event—which raised \$19,460, a 25% increase from 2023—will provide scholarships to hundreds of children, ensuring they have access to our programs and facilities to stay active and engaged. Additionally, through our partnership with Dare 2 Stand Out, we've added an adaptive VertaCart golf cart at Rose Creek Golf Course, enhancing opportunities for individuals of all abilities to enjoy the game.

The Foundation has also expanded opportunities for commemorative giving. Working with our Parks Department, we are growing our Memorial Trees and Benches Program, allowing donors to create lasting tributes in our parks. Notably, we were honored to dedicate Officer Fauske memorial benches at Timber Creek Retention Pond this year.

Finally, we are proud to announce the establishment of an endowment fund for the Foundation. This fund provides donors with the opportunity to give lasting gifts that will support our parks, trails, programs, and facilities for generations to come. These endowments represent a sustainable path forward, ensuring the ongoing growth and impact of the Foundation.

Thank you for your continued support and belief in our mission. Together, we are creating a stronger, healthier, and more vibrant Fargo. We look forward to building on this year's successes and to the exciting opportunities that lie ahead.

With Gratitude,



Executive Director

Fargo Park District Foundation

Leading the way

The impact of the Fargo Park District Foundation is able to go further thanks to the staff and Board of directors who keep it running. We're happy to introduce you to our team who is always here to chat!



Craig Bjur
Foundation
Executive Director



Stacey Griggs
Foundation Board
President



Melissa Brandt
Foundation Board
Vice President



Chad Marsden
Foundation Board
Treasurer



Mike Erickson
Foundation Board
Past President



**Rock
Messerschmidt**
Foundation Board



Darren Dunlop
Foundation Board



Bob Bartelt
Foundation Board



Aaron Hill
Fargo Park Board
Representative



Becky Bjornson
Administrative
Specialist



FARGO PARKS

SPORTS CENTER

The longtime vision for Fargo's own destination indoor sporting, event and activity facility has now become a reality with the opening of Phase I of the Fargo Parks Sports Center in June 2024 and Phase II opening January of 2025. This multipurpose community recreation facility will accommodate nearly any indoor sport, activity, tournament or special event.

PROVIDING SPACE FOR

20,000 local children
20+ local organizations
1,000,000 visitors annually

COMMUNITY COLLABORATION

30+ community partners
\$36.4 million in private donations
\$9 million of in-kind gifts and services

At a Glance

IT'S IN THE NUMBERS

390,000+ sq ft of indoor space
123+ acres of outdoor space
8 hardwood courts
6 pickleball courts
6 community rooms
4 party rooms
3 multi-purpose rooms
2 sheets of ice
1 full-size turf field
1 elevated walking track

Connect. Compete. Create.

REWRITING THE RULES OF A SPORTING FACILITY

One of the largest recreational facilities in the Midwest, the Fargo Parks Sports Center is now open and serving both Fargo residents and surrounding communities. The facility expects to host more than 20,000 local youth annually and 20-plus local organizations on a regular basis. It will also serve as a premier tournament destination for a variety of sports.

The facility was intentionally designed to accommodate non-sports related programming as well. The Park District recreation department has been busy planning both sports and non-sports events and programming to ensure the Sports Center is a place everyone can call home.



RAISED TO DATE: \$1.5 MILLION

\$1.5 MILLION

ISLAND PARK POOL

KEEPING IT COOL SINCE 1941

The Island Park Pool project, is a transformative community project, is anticipated to be completed in fall of 2024 and open for public use by summer 2025. The project stands as a testament to the Fargo Park District's commitment to community vitality and progress. The updated Island Park Pool will prove to be a blend of cherished tradition and modern amenities.

The current pool, a central Fargo fixture since 1977, will undergo a visionary renovation to better cater to the evolving needs of the growing community based on extensive community research and input. The new facility will boast a 50-meter competition pool, diving boards and platforms, a leisure pool, lazy river, and FlyTyme and tube slides.



Timeline

**SPRING
2023**

NOW

**SUMMER
2025**

Construction
Began

Currently
Fundraising

Facility Grand
Opening





High Impact Giving

SCHOLARSHIPS

The Fargo Park District strives to serve the needs of all citizens regardless of income level with the help of the Fargo Park District Scholarship Program, which was established in 1998. Support of the Scholarship Program helps create a healthy community and build a foundation of wellness for local youth.

325+

SCHOLARSHIPS PROVIDED

\$20,960

DONOR SUPPORTED SCHOLARSHIPS



Leave a Lasting Legacy

MEMORIALS, TRIBUTES & ENDOWMENTS

Honor the special moments and people in your life with a lasting tribute through the Fargo Park District Foundation. A commemorative bench or tree within our parks is a meaningful way to celebrate cherished memories or milestones. These enduring tributes not only create a personal legacy but also enhance the beauty and vitality of our community spaces, enriching the lives of all who visit.

In addition, consider creating an endowment to support the Fargo Park District Foundation's mission. Endowments provide a sustainable source of funding for programs, scholarships, and park enhancements, ensuring your contribution makes a lasting impact for generations to come. Whether it's supporting youth recreation, preserving natural spaces, or expanding community initiatives, your endowment helps create a legacy of enrichment and connection.





Celebrating community impact

The Fargo Park District Foundation had an exciting year in 2024, celebrating milestones and the generosity of our supporters.

In May, the Fargo Park District Foundation Golf Classic Fundraiser achieved a record turnout, raising \$19,460 to support the Fargo Parks Scholarship Program and its mission to make recreation accessible to all. In June, we welcomed donors to an exclusive VIP Fargo Parks Sports Center event, celebrating their contributions to this remarkable new facility. Guests enjoyed appetizers, live music, and self-guided tours, experiencing firsthand the impact of their support on this state-of-the-art community space.



Aaron Hill
Abby Swegarden
Adam Pankow
Alden J Hvidston
Alex Silbernagel
Alex Stern Family Foundation
Alexis Swenson
Allison Larson
Amanda Kosior
Amber Blomberg
Amy Barglof
Amy Cusher
Andrea Haugen
Angela Skyberg
Angels Hockey Club
Ardell Olson
Arnold Stebleton
Ashley Bosh
Ashley Gunkelman
Ashlynn Wagner
Autumn Branca
Barb & Jim Johnson
Barry Amundson
Becky Bakke
Becky & Jeff Bjornson
Bekey Hicks
Bell Bank
Beth & Erik Johnson
Beverage Wholesalers, Inc.
Blake Nelson
Bobcat Company
Border Bank
Border States Electric
Brady Blomberg
Brandt Family Ventures
Brandy Chaffee
Brenda Kava
Brent & Michelle Hella
Brett & Sara Olson
Brian Arett
Brian Stavenger
Brian Halverson Family
Brian & Stacy Roney
Broc & Karen Lietz
Bruce Seibel
Bruce Furness Family
Bryan & Patricia Smith Family
Carissa Stirling
Carolyn Boutain
Chad & Jenny Marsden
Chelsea Gilster
Chris Mapes
Chris & Lisa Giese
Christianson Companies
Property Resources Group
Christopher Mogard
Chuck & Dorothy Erstad
Cole Papers
Corey Henry
Cornerstone Bank
Courtney Buskirk
Craig & Liz Bjur
Dakota Medical Foundation
Dan Carey
Dan Feir

Dana Woodruff
Daniel & Shelly Armbrust
Daniel Ness
Dare 2 Stand Out
Darin Daby
Dave Bietz
Dave Leker
David Berg
Dawn Boom
Deanna Magnuson
Debra Laber
Denise Geffre
Denise Musland
Dennis & Allison Hoff
Denny Stinar
Dick & Paula Larsen
*Dr. Christopher & Mae Pierce
Doug Huber
EagleRidge Companies
Elizabeth Olson
Emily Richard
EPIC Companies
Erik & Beth Johnson
Erin Gigstad
Erv Inniger
Fargo Moorhead CVB
Fargo Youth Hockey
First Western Bank & Trust
FM Gators
Fred Williams
Forum Communication Company
Fred Hector Jr Foundation
Gate City Bank
George & Kaye Topp
Geraldine Flaig
Greg & Pam Selbo
Greg & Susan McCullough
Gregory Bodensteiner
Guy Goschen
Haley Hermanson
Heather & Brandon Hanson
Howard Dahl Family
Jacob Strinden
James Wieland
Jason Schmidt
Jeff Schatz
Jennah Kelly
Jennifer Olson
Jennifer Thompson
Jerry & Tami Rostad
Jim Hambrick
Jim & Kristen Bullis Family
Jim & Trish Venette
JLG Architects
Joanne Drenkow
Jody Norstedt
Joe & Brandi Deutsch
John Nelson
John Rader
Jon Machayya
Jordan & Katie McCormick
Joshue Wynne
Juli Muehler
Juli Munro
Julie Oster

Julie Snortland
Justin Gravalin
Kali & Alex Mork
Karen & Jeff Heisler
Kari Thompson
Kari Klettke
Kathleen Bergseth
Katie Nilson
Katie Doeden
Kayce Halley
Kelly & Peter Kuntz & Towers
Kenneth Regan
Kevin & Allyson Boe
Kevin Christianson
Kevin & Lora Elfstrum
Kim Burud
Kim O'Neil
Kimberly Peterson
Knutson Family
Korianne Mortenson
Koyla Vierkant
Kramer Stuth
Kris Overby
Kriss Burns
Kristi Vestal
Kristy Soular
Kvalvog Family
L&L Distributing
Lake Agassiz Exchange Club
Larry & Linda Brooks
Laura Alderman
Laurie McKeever
Laurie A Elhard
Lavonne Horton
Leonid & Yelena Vilenski
Linnea Dimich
Lisa Brown
Lisa Giese
Lora & Brent Stebleton
Lorz Real Estate Holdings
Luke Evenson
Luke Ouradnik
Luke Robertsdahl
Madisen Anderson
Magnifi Financial
Marjorie Olson
Mark Carlson
Marlys Sunderland
Marsh McLennan Agency
Matthew Delaney
Maureen Bartelt
Maureen Bucholz
MBN Engineering
McGough Construction
Melissa Christianson
Melissa Zuel
Michael Jablon
Michael & Jayne Gust
Michael & Shannon Neustel
Michelle Swanson
MIDCO
Mike & Nichole Erickson
Mike Lorz Family
MinnKota Recycling, Inc.
Myron & Jean Knutson

Nancy Slotten
Nancy & Bill Wey
Next Generation Gaming
Pace Maier
Pat Webb
Patricia Horner
Partick Traynor
Paul Ostby
Paul Ferrie
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Red River Lacrosse Association
Reed Stock
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Thank you to our donors



MEMORANDUM

DATE: January 14, 2025

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. (4) – Board to consider for approval new lease for Edgewood Golf Course restaurant

At the end of the 2024 golf season, Spirit Properties decided to change their ownership group. The owners decided to separate, and Keith Stensgard planned to create a new LLC to operate the restaurant at Edgewood Golf Course. After 5 years of joint ownership, each owner 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 copy for 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) Included Landlord's right to terminate.
- 4) Rent is 7% of gross sales up to \$1 million in sales and increasing to 10% of any sales in excess of \$1 million.
- 5) Tenant responsibilities are similar as in the original agreement, and amendments.
- 6) Lease is for operations during the golf season, April 1-October 31. Hours during the off season may be considered in the future.
- 7) Hours of operation are included for both the beverage cart and the restaurant.
- 8) An option for the Fargo Park District to operate charitable gaming is included.

We are asking the Board to discuss approval of this agreement.

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

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

If you have any questions prior to the Board Meeting, please contact me to discuss.

Thank you.

SAMPLE MOTION: I make a motion to approve the new lease for the restaurant at Edgewood Public Golf Course, as presented.

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) Tenant shall be responsible for paying the costs of any 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. 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.
- (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 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.

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 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. 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 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.
- (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.
- (E) Landlord has entered into a concession agreement with a local company ("Beverage Concessionaire") granting the Beverage Concessionaire an exclusive concession 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 "D".

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.

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.

Landlord's Right to Terminate. Landlord shall have the right to terminate this Lease at the end of any golf season during the Term or the Option periods. Landlord shall

provide notice to Tenant on or before September 1 of any year during the Term or Option period of Landlord's intent to terminate the Lease upon the conclusion of the golf season that year.

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) A payment of 7% of sales up to \$1 million 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 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.
 - (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 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.

6. SECURITY DEPOSIT. 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 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 9am-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.

- (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.
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.

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.
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.
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.

unreasonably withheld. All expenses for the signage and installation of such signage shall be the sole responsibility of the Tenant.

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.
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.
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.
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.
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.
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.
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.

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.

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

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.

[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



City of Fargo, City of Moorhead, County of Cass, ND, State of North Dakota, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, City of Fargo, ND, EagleView

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Edgewood Golf Course

1:9,028

12/27/2024 11:05 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





City of Fargo, City of Moorhead, County of Cass, ND, State of North Dakota, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, City of Fargo, ND, EagleView

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Edgewood Exhibit A

1:2,257

12/27/2024 10:44 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



Edgewood Clubhouse

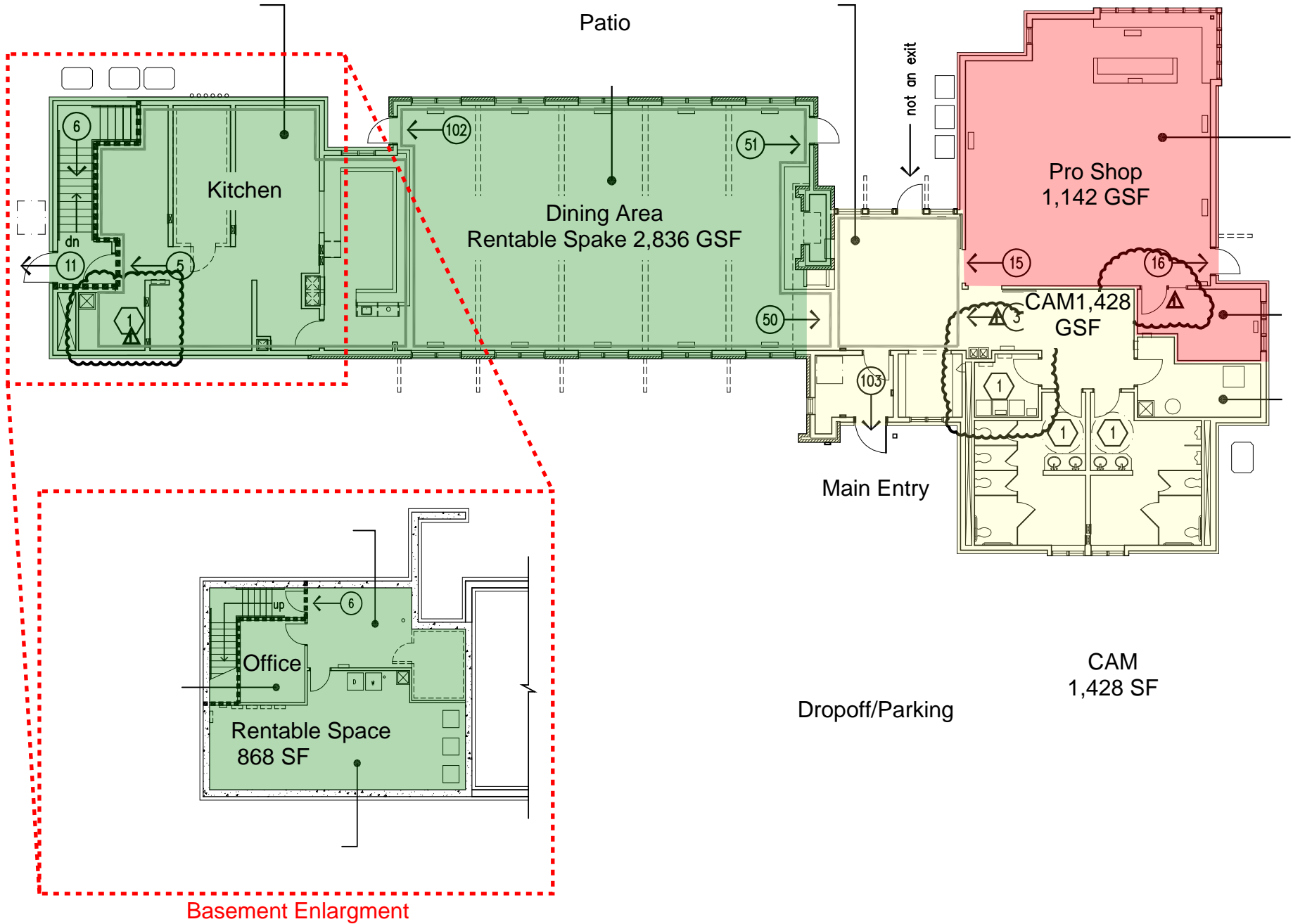


EXHIBIT B

<u>Asset #</u>	<u>Asset description</u>
21859	CHAIRS, 60EA, VINYL, STACKING
21860	TABLES, 16(30/48/28"H), 10(36R
21861	BAR STOOLS, 50 WALNUT FINISH
21862	CHAIRS, 60 WALNUT FINISH
21885	CHAIRS, 52 WALNUT FINISH
21890	TABLES, 9-36" ROUND, WALNUT
21891	TABLE, 12, 30"X48", WALNUT
3994	BAR SINK
3995	FREEZER, UPRIGHT, 22 CUFT
3999	WORKTABLE, W/DRAWERS 24X60
21876	SHELVES (SEE NOTES)
21877	WIRE SHELVING UNITS (QTY 2)
21879	KNIFE RACKS (QTY 2)
21880	HAND SINK (QTY 2)
21978	RESTAURANT DISHWARE/UTENSILS
22437	BEVERAGE EQUIPMENT UPGRADE
3908	SINK, 3 COMPARTMENT
	REFRIGERATED SANDWICH PREP TABLE
3912	FREEZER, REACH-IN
3913	EXHAUST HOOD SYSTEM W/ PANELS
3916	FRYERS, 1
3917	WINDOW, PASS THRU
3918	COOLER, WALK-IN
3919	COOLER, BOTTLE
3920	COOLER, BOTTLE
3924	ICE BIN & COCKTAIL STATION
3925	DISPLAY UNIT, FOR LIQUOR BOTTL
3926	ICE MAKER
3930	DISH TABLE W/ PRE-RINSE UNIT
3931	DISH TABLE
3933	DISPOSER
3934	WORK TABLE
3935	WORK TABLE
	COUNTERTOP RANGE/4 BURNER GAS
3939	FREEZER, CHEST
3940	FREEZER, CHEST
3941	KEG COOLER
5977	DISPOSAL
6695	TV, 65" W/MOUNTING SYSTEM
6979	TV, 65" W/MOUNTING SYSTEM



CHALET

City of Fargo, City of Moorhead, County of Cass, ND, State of North Dakota, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, City of Fargo, ND, EagleView

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

<h1>EXHIBIT C - CHALET</h1>	
1:1,128	12/27/2024 11:20 AM
<small>This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.</small>	



Exhibit Ö Beverage Contract

CONCESSION AGREEMENT

THIS AGREEMENT ("**Agreement**") shall be effective the 1st day of January, 2021 between **THE PARK DISTRICT OF THE CITY OF FARGO**, 701 Main Avenue, Fargo, North Dakota 58103 (the "**Park District**") and **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 4314 20th Ave. S, Fargo, North Dakota 58103 (the "**Concessionaire**"). The parties acknowledge that the current contract runs through December 31, 2020.

FOR VALUABLE CONSIDERATION, the Park District grants Concessionaire the exclusive right to furnish drinks as herein described on Park District facilities (the "**Facilities**") and in connection therewith, the parties agree as follows:

1. **Term.** For a period of five (5) years commencing January 1, 2021 and ending December 31, 2025 (the "**Term**") the Park District grants to Concessionaire the exclusive right to furnish for sale to the Park District for dispensing on, at or inside property and buildings now owned or operated or hereafter acquired by the Park District, canned and bottled soft drinks and other non-alcoholic beverages customarily dispensed from vending machines, coolers and portable dispensing facilities. For purposes of this Agreement, a "**Year**" means a 12-month period commencing on January 1 and ending on December 31. The exclusive concession rights consists of furnishing Beverages (as defined below) including, but not limited to, soft drinks, bottle/can products, premix and other beverages sold under the trademarks of Concessionaire or an affiliate thereof (each a "**Product**", collectively the "**Products**") and the furnishing and servicing of vending machines and coolers at the locations shown on the attached Exhibit A and such other locations as may be from time to time added to Exhibit A. Concessionaire shall be the exclusive Product supplier for all concessions at the Park District facilities unless prior contractual arrangements for the furnishing of similar product are applicable. "**Beverages**" shall mean carbonated and non-carbonated nonalcoholic beverages including carbonated soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice containing or flavored drinks; fruit punches and ades; isotonic and fluid replacement drinks (sometimes referred to as "sport drinks"); tea drinks; pre-packaged coffee products, bottled water; energy drinks and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. In addition, and with the consent of the Park District as to locations, Concessionaire will have a non-exclusive right to furnish snack products ("**Snacks**") through vending machines.

2. **Pricing.** The prices stated in Exhibit B shall remain fixed for the first three (3) Years of the Term. Concessionaire may increase said prices in Years four (4) and five (5) of the Term, provided that any such price increase does not exceed three (3%) percent of the then-current prices. The Concessionaire will consult with and seek the approval of the Park District on any new products suggested by either party, the Park District's approval not to be unreasonably withheld. Concessionaire will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any

pricing cap or notification restrictions that may be specified in this Agreement.

3. Consideration. In consideration of this Agreement, Concessionaire shall pay to the Park District an annual support fund in the amount of Twenty Thousand and no/100 (\$20,000.00) U.S. Dollars. (the “**Annual Support Funds**”). The Annual Support Funds will be paid to the Park District within sixty (60) days after the first (1st) day of each Year this Agreement remains in effect, except that for Year one, such payment will be made within sixty (60) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. The Annual Support Funds are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Concessionaire, the unearned Annual Support Funds will be repaid pro-rata to Concessionaire within fourteen (14) days after the expiration of the opportunity to cure such material breach as set forth in Section 13 herein. Further, Concessionaire shall provide in-kind services pursuant to Exhibit E, which in-kind services may be modified or exchanged for other in-kind services as mutually approved by both parties.

4. Maintenance of Beverage Dispensing Equipment. All beverage dispensing equipment including, but not limited to, vending machines (“**Equipment**”), shall be loaned by Concessionaire to the Park District at no charge. The Park District agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Park District shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment) without the prior written approval of Concessionaire. Concessionaire, at its sole cost and expense, shall be responsible for all maintenance and repair service to the Equipment. Title to such Equipment shall remain vested in Concessionaire and all such Equipment shall be returned to Concessionaire upon expiration or earlier termination of this Agreement. With respect to the vending machine Equipment placed at the Facilities (the “**Vending Machines**”), Concessionaire will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. The Park District agrees to provide reasonable assistance to Concessionaire in apprehending and prosecuting vandals. Concessionaire shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Concessionaire shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

5. Health Promotion. In beverage Vending Machines that provide bottles, at least one option shall be bottled water without artificial flavoring or coloring. Concessionaire is required to provide a product mix to supply Vending Machines with a minimum of 25% of its products to be “**healthy choices**,” as defined on Exhibit C, attached hereto. Concessionaire agrees that at least part of its marketing plan shall promote healthful behaviors, including water consumption, and that its pricing structure shall promote healthy options. A copy of Concessionaire’s marketing plan that includes the promotion of such health choices and behaviors is attached hereto as Exhibit D.

6. Advertising. For the term of this Agreement, the Park District grants the Concessionaire the right to display signage advertising its Products, trademarks and logos on Park District properties and at events sponsored by the Park District, provided that all such signage shall be approved in advance by the Park District. The cost of new signage, updating, repairing, replacement, maintenance, or changes to signage shall be the sole responsibility of Concessionaire,

and Concessionaire agrees to maintain all fixed advertising in good repair, presentation and condition at its cost.

7. Commissions. Concessionaire agrees to provide the Park District with commissions, as a percentage of the actual cash (“*cash in bag*” or “*CIB*”) collected by Concessionaire from the Vending Machines placed at the Park District properties, less any applicable government-imposed taxes/fees and deposits, as applicable (“*Commissions*”). Such Commissions shall be at the rates set forth below (the “*Commission Rate*”) and shall be calculated as follows: **(CIB – applicable taxes/fees/deposits) * Commission Rate = Commission due.** Vending machine locations are shown in attached Exhibit A page 2.

8.

<i>Product</i>	<i>Minimum Vend Price</i>	<i>Commission Rate*</i>
20oz Carbonated Soft Drinks	\$2.00	38%
Gatorade & Propel	\$2.00	38%
20oz Aquafina	\$2.00	38%
Energy Drinks	\$3.00	38%
Snacks	\$1.00	16%

*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer.

(a) Commissions Payment. shall be remitted by the Concessionaire to the Park District within thirty (30) days of the end of each quarterly accounting period established by Concessionaire. Concessionaire shall make all pertinent revenue and sales records respecting the Vending Machines at the Facilities available to the Park District. Concessionaire shall provide the Park District with monthly reports of Concessionaire’s product sales in such detail as requested by the Park District. The Park District agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by the Park District in writing within one (1) year of the date such Commissions payment is due. The Park District further acknowledges and agrees that it shall not receive any Commissions payment from Concessionaire if Commissions fail to reach a certain threshold amount per period or quarter. If the sales commission is not at least \$50, commission will continue to accumulate and be paid in period or quarter that the threshold is met. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be revised by Concessionaire from time to time.

(b) Change to Commission Rate/Formula. Any changes to the Commission Rate and/or its formula/method for calculating Commissions resulting from changes to applicable laws, regulations, or ordinances promulgated by government entities shall be mutually agreed upon by Concessionaire and the Park District, with the understanding that such changes to the Commission Rate are intended to keep such Commission Rate cost neutral.

(c) Vend Price. The initial vend prices and minimum scheduled increases that are necessary for the Park District to qualify for any Commissions are set forth in the Commission chart above. Concessionaire shall have the right to increase vend

prices by \$0.25 in Year four (4) of the Agreement. The Park District acknowledges that Concessionaire has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement. Commission Rates and Vend Prices for Products will be mutually agreed upon by Pepsi and Customer.

9. Volume Incentive Funds. Concessionaire shall calculate the total number of gallons and cases purchased by the Park District, directly from the Concessionaire, (including volume sold through Vending Machines) for use at the Facilities each Year and if in any Year of the Agreement, the Park District purchases a combined total of six thousand, five hundred cases (6,500 cases) or greater, then for such Year, Concessionaire shall provide the Park District with volume incentive funds based on the incremental growth of gallons and cases in the amount of \$1.00 per case on all such eligible incremental gallons and cases (the "*Volume Incentive Funds*"). The Volume Incentive Funds will be paid to Park District within sixty days (60 days) after the end of each Year.

10. Representations and Warranties of Concessionaire. Concessionaire represents and warrants as follows:

(a) Concessionaire is a limited liability company, duly organized and validly existing under the laws of the State of Delaware.

(b) To the extent required by North Dakota law, Concessionaire is authorized to do business in the State of North Dakota, and has all licenses, permits, powers, and authority to carry on business in North Dakota.

(c) This Agreement has been duly and validly executed by Concessionaire and is a valid and binding obligation and agreement of Concessionaire, enforceable in accordance with its terms.

(d) The consummation of this Agreement and the performance of Concessionaire's obligations hereunder will not conflict with or result in a breach or violation of the terms or conditions of, or constitute a default under any contract or agreement to which Concessionaire is a party.

(e) There is no active, pending, or threatened litigation against Concessionaire.

11. Representations and Warranties of the Park District. The Park District represents and warrants that:

(a) The Park District has all requisite power and authority to execute this Agreement.

(b) This Agreement has been duly and validly executed by the Park District and is a valid and binding obligation and agreement of the Park District, enforceable in accordance with its terms.

(c) The consummation of this Agreement and the performance of the Park District's obligations hereunder will not conflict with or result in a breach or violation of the terms or conditions of, or constitute a default under any contract or agreement to which the Park District is a party.

12. Events of Default. The following events shall be deemed to be events of default by Concessionaire under this Agreement.

(a) If Concessionaire shall fail to comply with any term, condition, or covenant of this Agreement, and shall not cure such failure within thirty (30) days after written notice thereof from the Park District, or if such failure cannot reasonably be cured within said thirty (30) days, and Concessionaire shall not have commenced to cure such failure within thirty (30) days after written notice thereof to Concessionaire, or if such failure cannot reasonably be cured within said thirty (30) days and shall not thereafter with reasonable diligence in good faith proceed to cure such failure.

(b) If Concessionaire shall become insolvent or shall make a transfer in fraud or creditors or shall make assignment for the benefit of creditors.

(c) A receiver or trustee shall be appointed for all or substantially all of the assets of Concessionaire.

(d) A fraud practiced upon one party hereto by the other party, in which case the aggrieved party may, at its option, terminate this Agreement.

(e) If any of Concessionaire's Representations and Warranties set forth above shall be untrue or misleading.

13. Termination. Either party may terminate this Agreement for any breach of this Agreement's material terms by the other party, provided that the non-breaching party shall first provide the breaching party with written notice of the breach and a thirty (30) day opportunity to cure such breach. If the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party may terminate the Agreement upon written notice to the breaching party.

14. Breach by the Park District. Without prejudice to any other remedy available to Concessionaire at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Concessionaire upon thirty (30) days' advance written notice to the Park District if (i) any of the Products are not made available at the Facilities as required in this Agreement, (ii) any of the rights granted to Concessionaire herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Park District.

Before Concessionaire exercises its right to terminate as described in this Section, Concessionaire agrees to engage in good faith renegotiations with the Park District to adjust the funding offered to the Park District herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

15. Breach by Concessionaire. In the event Concessionaire breaches this Agreement by failing to (i) timely pay any amount due and owing to the Park District under this Agreement, (ii) promptly and adequately maintain and stock its Equipment and Vending Machines, or (iii) comply with any other term and condition of this Agreement, the Park District, upon thirty (30) days' advance written notice to Concessionaire and without prejudice to any of its available remedies, at law or in equity, shall have the right to terminate this Agreement. In the event the Park District terminates this Agreement, all unpaid Commissions, Volume Incentive Funds, and/or any other sums of money justly due and owing to the Park District by Concessionaire shall be paid to the Park District no later than fourteen (14) days after the termination of this Agreement.

16. Remedies. If the Agreement is terminated early for any reason other than an uncured material breach by Concessionaire, Concessionaire will, without prejudice to any other right or remedy available to Concessionaire, obtain a reimbursement from the Park District of any unearned funding paid by Concessionaire to the Park District which remains unearned as of the time of termination and the Park District and its Facilities will surrender to Concessionaire all Equipment provided by Concessionaire. The Park District shall forfeit all unpaid Commissions as of the date of termination. In addition, without prejudice to any other right or remedy available to Concessionaire, Concessionaire will have the right to immediately seek reimbursement from the Park District and the Facilities for an amount reflecting reimbursement for all funding previously advanced by Concessionaire but not earned by the Park District pursuant to the terms of this Agreement. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying the total amount of such funds paid in the Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Year at the time of such termination or limitation and the denominator of which is twelve.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

18. Governing Law. This Agreement is entered into and performable in the State of North Dakota and shall be governed by the laws of the State of North Dakota.

19. Assignment. The rights, duties and obligations of the Concessionaire are not assignable without the prior written consent of the Park District.

20. Dispute Resolution. The parties agree that any controversy or claim arising out of or relating to this Agreement, including disputes relating to its formation or the breach thereof, shall be first be subject to good faith, non-binding negotiation between the parties and, if not resolved, a thirty (30) day cooling off period. Subsequently, at a time not exceeding ninety (90) days after the expiration of the cooling off period, any dispute or controversy that exists shall be subject to mandatory mediation

in Cass County, North Dakota. The mediator shall assess the costs and expenses of mediation against the parties in such proportion as may be fair and equitable.

If the dispute cannot be settled by mediation as described above, then the dispute shall be settled by arbitration under rules reasonably acceptable to the parties and the arbitrator(s). Unless the parties agree to one arbitrator, each shall select an arbitrator and the two so selected shall select a third arbitrator. The decision of the arbitrator or two of the three arbitrators, as the case may be, shall be final and binding. Nothing herein contained shall bar the parties from seeking equitable remedies in a court of appropriate jurisdiction.

21. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.

22. Concessionaire reserves the right to withhold payments due hereunder as an offset against amounts not paid by Park District or its Facilities for Products ordered from and delivered by Concessionaire pursuant to this Agreement.

23. Severability. In the event one or more provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement and this Agreement shall be carried out as nearly as possible according to its original terms and intent.

24. Notices. All notices shall be given by personal delivery, by certified or registered first class mail, postage prepaid with return receipt requested, or by express delivery services such as Federal Express or Express Mail. Each such notice shall be effective if (a) delivered personally by hand, when delivered at the address specified in this Paragraph 16, (b) given by certified or registered first class mail, on the date appearing on the return receipt therefor or (c) given by express delivery services when delivered at the address specified above.

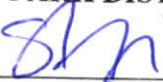
25. Force Majeure. Concessionaire will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Concessionaire or that of the suppliers to Concessionaire unless such contingency is specifically excluded in another part of this Agreement ("**Force Majeure Event**"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Park District's performance is temporarily suspended pursuant to a Force Majeure Event, Concessionaire's funding obligations will be suspended for the duration of Park District's nonperformance. Once Park District resumes performance or in the event Park District is able to perform some, but not all of its obligations herein, any fixed, advanced, or


guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

26.—Waiver. No failure on the part of either party to exercise, and not delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or any applicable law.

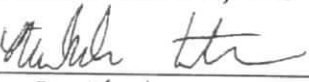
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE PARK DISTRICT OF THE CITY OF FARGO

By: 
Stacey Griggs
Its: President

By: 
Jeffrey Gunkelman
Its: Clerk

BOTTLING GROUP, LLC

By:  Michelle Knutson
Its: Foodservice Sales Rep

[ATTACH EXHIBITS]

EXHIBIT "A"

Fargo Park District
Current Concession Locations for Soft Drink Beverages

Location

Brunsdale Baseball Park
Davies Softball
Mickelson Softball
Southwest Youth Arena
Anderson Softball
Tharaldson Baseball
Sports Arena
Lindenwood Visitor Center and Bike Rental
Coliseum Ice Arena
Edgewood Golf Course
El Zagal Golf Course
Prairiewood Golf Course
Rose Creek Golf Course
Davies Pool
Island Park Pool
Southwest Pool
Northside Pool
Courts Plus Community Fitness
North Softball Complex
Pepsi Soccer Complex
Tharaldson Little League Complex (Formerly Southwest Softball)
Starion
Special Events

**** Locations can be added or deleted by the Park District.**

EXHIBIT "B"

	5 year Bid
Pop 12 oz. cans (per case of 24 cans)	\$7.00
Pop 20 oz. bottles (per case of 24 bottles)	\$14.00
Water 20oz bottles (per case of 24 bottles)	\$8.00
Sports Drink 20oz bottles (per case of 24 bottles)	\$15.00
Enhanced Water 20oz bottles (per case of 24 bottles)	\$24.00
Ice Tea 16.5-18.5oz bottles (12 per case of bottles)	\$16.46
Energy Drinks 16 oz cans (12 per case of cans)	\$34.00
Juice 10oz bottles (24 per case of bottles)	\$17.26
Soft Drinks In The Box (2.5 gallons)	
Soft Drinks in The Box (3 gallons)	\$47.04
Soft Drinks In The Box (5 gallons)	\$75.80
Soft Drinks in The Box (3 gallon juice and bar mixers)	\$75.00
Commission of ___% of gross sales less sales taxes on sales from vending machines	38%
At least 42 soft drink coolers (approx. 28 are single door coolers and 14 are double door cooler)	42+-offer for upgrades
The furnishing of the equipment listed above and any other equipment as may be agreed upon between the Park District and the successful bidder at no cost to the Park District.	Yes
Price schedule for beverages other than soft drinks is attached.	Yes
Marketing Plan with examples of support for healthy behaviors	Yes
Additional Marketing/Media Value - no cash value	
Additional Funding - cash value	\$20,000/year
Additional Annual Funding	
Annual Donated Product	
Estimate Rebates (\$1 paid on annual units over 6,500)	\$3000/year
Price Increase	3% increase proposed for years 4 & 5

EXHIBIT “C”

Healthy Choice Beverages Approved for All Locations

We are utilizing the Smart Snack Standards from the USDA. These are the standards:

- Plain water or plain carbonated water (no size limit)
- Low-fat milk, unflavored (<12 fl oz)
- Non-fat milk, flavored or unflavored (<12 fl oz), including nutritionally equivalent milk alternatives
- 100% fruit/vegetable juice (<12 fl oz)
- Other flavored and/or carbonated beverage (20 fl oz) that are labeled to contain <5 calories per 8 fl oz, or <10 calories per 20 fl oz
- Other flavored and/or carbonated beverages (<12 fl oz) that are labeled to contain <40 calories per 8 fl oz, or <60 calories per 12 fl oz.

Product examples:

Bottled Water

Low or No Calorie Sports Drinks -G2, Gatorade Zero, Powerade Zero, Propel, BodyARMOR Lyte, etc

Flavored Water/Sparkling Water -AHA Sparkling, Bubly, Nestle Splash, Dasani Sparkling, La Croix, etc.

Nutrient Beverages -Vitaminwater Zero, Bai Antioxidant Infusions, etc.

Zero Calorie Tea -Lipton Unsweetened Pure Leaf Tea, Lipton Diet Green Tea Citrus, Gold Peak Diet Tea, honest Tea, etc.

Planning Committee Meeting Minutes
Wednesday, December 18, 2024; 8:30 am
Fargo Parks Sports Center
Lindenwood Conference room

Review of the lease with Edgewood Tavern:

Carolyn Boutain, presented. Carolyn stated that at the end of the 2024 Spirit Properties said they were changing their ownership group. Owners are separating and Keith Stensgard created a new LLC to operate Edgewood Tavern. A new lease has been created to begin in 2025. The lease includes the original lease and 2 amendments. Highlights of the 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.

Commissioner Hill discussed the option of having a clause in the lease providing the landlord rights to terminate, Carolyn stated she would talk with our legal department to see if there should be a change.

Moving item forward to the regular agenda in January 2025.

Consideration of 2025 Park District Maintenance Equipment Bids:

Tony Schmitt presented. Tony reviewed the 2025 park district maintenance equipment bids and asked for permission to bid on the equipment.

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:

- 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 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

Commissioner Dawson asked what we do with the old equipment and Tony stated we sell it on the city auction, and we get the funds from that minus the fees to the auction company. Tony stated we need to get ahead of the asset disposal process as the city auction is in May.

This will be on the consent agenda for the board meeting in January.

Other:

1. The Depot Sale: closing is Friday December 20th, 2024.

a. Commissioner Dawson asked about the time capsule and what will happen to it. Dave stated that it will be moved. We will also let people get their bricks from the Depot.

2. Fargo Youth Hockey Association.

Susan discussed Fargo Youth Hockey Association, we have a signed agreement with them, and they are disputing it, saying that the spirit of the conversation was not captured in the signed agreement that they have. The misunderstanding is that they thought they were going to be paying the non-prime ice rate at our other facilities and in the signed agreement, it clearly states that it is at the market rate at those facilities with the expectation they would continue with the same number of hours that they have typically used.

Susan stated that she Commissioner Dawson and Commissioner Rostad met with their board member, executive director and their board chair and stated we don't see it the same way. They have consulted with an attorney. Susan said we presented some options to them. We have offered to pay for the donor wall sign in the rink, Window World sign. The cost is \$9800, we also agreed, if they choose, for the 2025 season, allow them to pay for the non-prime rate at the other facilities for the Termites, Mites and 8U. Fargo Parks would be offering about \$30,000 for this one season. Then after paying market rate. FYH said the only option their board would consider would be getting the free 650 hours back, we said no, that is not an option.

3. Island Park Pool.

Susan stated we are trying to come to a resolution with Myrtha and the panels at the end of the pool. Dave said there are multiple scenarios as to why it happened. The Park District was pointed to Myrtha saying it was their problem. According to the parties involved, the problem is with the company we hired. Myrtha was just contracted to supply the materials. Myrtha is asking to have a release signed by all parties involved for work that is asked of them that is outside what their initial scope was, which was to supply materials. If this can be resolved, Myrtha came with a proposal that they would take care of the cost. But as things are looked at, that isn't true. Associated Pools has picked up part of the cost already. We need clarity on who is paying for the rest.

Minutes submitted by Carmen Johnson, Executive Assistant