

Park Board Agenda



Dickinson Parks & Recreation - Park Board Meeting

4:00 pm, Monday, April 8, 2024

West River Community Center | Community Room
2004 Fairway Street, Dickinson, ND 58601

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. RECOGNITION

- a. Community Service Recognition
- b. Jessica Stewart – 10 year award

6. CONSENT AGENDA

- a. Minutes
- b. Claims
- c. Pledged Securities
- d. Gress Softball Concession Lease 2024
- e. Dickinson Soccer Club Use Agreement
- f. Vendor Application

7. PRESENTATION

- a. Renaissance Zone – City of Dickinson

8. BUILDINGS/GROUNDS

- a. Director of Buildings/Grounds Report

9. RECREATION/FACILITIES

- a. Director of Recreation/Facilities Report

10. BUSINESS/FINANCE

- a. March Financial
- b. 1st Quarter Financial Review
- c. Lakeview Park MOU
- d. WRIC Flooring
- e. Park Board Tour
- f. WRCC Emergency Exit Repair Discussion
- g. Executive Director Report
- h. Legal Counsel Report

11. ADJOURNMENT

6. CONSENT AGENDA

Combined motion for all items.

- a. Minutes
- b. Claims
- c. Pledged Securities
- d. Gress Softball Concessions Lease 2024
- e. Dickinson Soccer Club Use Agreement
- f. Vendor Application

a. Minutes

Park Board Meeting March 11, 2024

Pursuant to due call and order, the Board of Park Commissioners, Dickinson Park District, met for a Regular Meeting at 4:00 pm on Monday, March 11, 2024, at the West River Community Center.

ROLL CALL: Present were Commissioners Scott Karsky, Tim Daniel, Zach Keller, Jo Marie Kadrmass, Nic Stevenson. Also, present were Executive Director Benjamin Rae, Director of Buildings/Grounds Craig Pearson, Director of Recreation/Facilities Caleb Burgard, Legal Counsel Randy Sickler and Kara Visger, sitting in for Leah Hoenke.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was given.

APPROVAL OF AGENDA – MOTIONED BY: Tim Daniel; SECONDED BY Nic Stevenson to approve the agenda. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

CONSENT AGENDA – MOTIONED BY: Zach Keller; SECONDED BY: Jo Marie Kadrmass to approve the Consent Agenda items as presented, which includes the Park Board meeting minutes from February 12; February Claims in the amount of \$564,804.78, Pledged Securities and agreements for the following user groups: Dickinson Diamonds Use Agreement, Dickinson Diamonds Concessions Agreement, Dickinson Baseball Club Use Agreement, Mustang Baseball Use Agreement, Mustang Baseball Concessions Agreement, Dickinson Hockey Club Use Agreement, Dickinson Hockey Club Concessions Agreement. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Commissioner Nic Stevenson asked if the hockey club was going to help with the cleanup for the WRIC and if there was anything in the agreement, Director Burgard responded saying that it has just been conversation with each entity about clean up. Each club was very open and honest about being able to do so.

BUILDINGS/GROUNDS

Director of Buildings/Grounds Report – Director Craig Pearson provided a written report. President Karsky said the new buildings at the golf course are looking good. Excellent job by Scott Mack and the crew. Commissioner Jo Marie Kadrmass said there was damage to park signage on the southside; two park signs had graffiti on them and are now clean. Director Benjamin Rae said one sign was cleaned by a couple of young men and suggested we try and recognize the men who cleaned the signs. Commissioner Nic Stevenson asked if we would be reporting on the new condensing towers on how things are operating. Director Pearson said Simco comes in regularly and makes sure everything is operating as it should. A few leaks other than that, it was one of the cleanest years for the ice center we've had. Commissioner Nic Stevenson said he thinks it would be beneficial to conduct reporting on the maintenance of the ice center to make sure we don't have any issues moving forward.

RECREATION/FACILITIES

Director of Recreation/Facilities Report – Director Caleb Burgard provided a written report. He added that we have 3 new lifeguard hires and 3 re-certified lifeguards. The 2nd Annual It's a Big Dill Pickleball Tournament went well with 71 participants, which was more than last year at 68. The Easter Egg Pool Hunt is coming up on April 7. TJ Dempsey is returning to our personal training staff. Adult Hockey League is ongoing until March 24th. The softball registration meeting had 30 team managers in attendance and more will continue to come throughout the month. Adult Golf League deadline is April 18th, the staff feel confident that we will fill up again this year with our Wednesday and Thursdays. The staff is currently having a discussion on if we should keep half the course closed for leagues. Commissioner Tim Daniel asked about the numbers on usages of rounds during those days, are we turning away a lot of teams for leagues. Director Burgard asked if the commission is open to opening more spots for leagues. What was the revenue difference if approved of these leagues. With South Heart reopening that will elevate the pressure of leagues for us. Director Burgard responded that yes, with South Heart reopening that will help take the pressure off of Heart River. Commissioner Tim Daniel agrees we should reevaluate if we still do have a large number to look at it again if the numbers go up. Commissioner Zac Keller suggested a potential 2nd season for leagues in the fall. Other discussion followed on if there is a penalty for people that don't use their tee times. Director Burgard said we are looking at different booking software, a specific golf module that does better reporting. Right now, we don't have a clear answer for that. We know it is difficult for members to get on to book a tee time and need something more efficient.

Commissioner Tim Daniel asked what the cost of the software is. Director Burgard said LightSpeed is \$7500 and other ones have not given a quote. Commissioner Tim Daniel recommended as we go forward to take all these things into consideration, plan for the software into our budget, saying that it makes it easier for the play and makes our course better. Commissioner Nic Stevenson asked if there is a temporary plan of action. Director Burgard said we will need to require everyone to have a credit card on file when booking. Discussion followed on whether to penalize for tee-time no shows. It was decided that the staff would do further research on the situation.

Dickinson Public Schools Facility Usage Agreement – Director of Recreation/Facilities Caleb Burgard said this agreement has been in the works for 5 or 6 months with Guy Fridley. We have never formally had a written agreement with DPS regarding facility usage. We can alter this agreement if needed. Each party has the right to make changes with written notice. This agreement defines how to exchange facilities. One big question is the cost difference for usage and if it was comparable in trade of usage. Commissioner Jo Marie Kadrmass asked if there was anything regarding the tennis courts in the agreement. Director Burgard said the outside tennis courts are on DSU property. MOTIONED BY: Nic Stevenson; SECONDED BY: Jo Marie Kadrmass to approve the Dickinson Public Schools Facility Usage Agreement as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

BUSINESS/FINANCE

February Financial – For informational use only. MOTIONED BY: Tim Daniel; SECONDED BY Zach Keller to approve the February Financial as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

2024 Part-Time Wage Adjustments – Executive Director Benjamin Rae reviewed and said seasonal parks and golf maintenance have been some of the most difficult positions to fill. In 2023, the City paid similar positions at \$18.44/hour and in 2024 they are offering \$19.07/hour. In 2023, DPRD paid between \$12-15/hour. Staff is anticipating another difficult year in filling maintenance positions and has requested that we continue to close the gap with the City for these critical roles. He said it is particularly difficult to fill weekend ballpark maintenance and late-season golf positions. Director Rae said the staff recommendation is to adjust the base wage for the following roles for the 2024 season: Park maintenance to \$16/hour; golf maintenance to \$16/hour and Patterson Lake maintenance to \$16/hour. He said the staff also recommends differential pay for these positions. All part-time positions would be eligible for a \$1/hour increase for Saturday-Sunday shifts. All part-time golf positions would be eligible for a \$1/hour increase for all shifts worked on or after August 15 through the end of the season. Director Rae said the fiscal impact is approximately \$20,000 which is already contained in the 2024 budget. Commissioner Nic Stevenson suggested that \$1 is not going to be good enough and that it needs to be a significant number. Executive Director Benjamin Rae said in the short term this is what we must do and we'll see how it goes. Commissioner Jo Marie Kadrmass asked about lifeguard pay. Director of Recreation/Facilities Caleb Burgard said that he has done research on aquatics and the need for lifeguards and how we can handle the shortage. He said he surveyed the other districts around the state and there is varying levels based on certifications. He showed a written document of the other facilities and also showed that the median and average \$13.50. He said there were 17,000 actual hours worked in 2023. 24,000 total approximate available lifeguard hours each year (70% capacity in 2023). 35 current active employees with approximately 50 needed to be fully staffed. He said our priority is to be open Monday-Friday 1:00-3:00 pm again along with fully accommodate the upcoming outdoor pool season and also to resume private swim lessons. The staff recommendation is to increase the following base pay: Lifeguard to \$14/hour; head lifeguard to hourly rate + \$1; lifeguard with WSI certification to hourly rate + 1. Discussion followed on the need to increase the base for lifeguards and to get the outdoor pool to be available to its capacity. President Scott Karsky said he thinks \$14 right now is good starting point. It was discussed that we will need two separate motions.

MOTIONED BY: Nic Stevenson; SECONDED BY: Jo Marie Kadrmass to approve the park maintenance increase for part-time/seasonal employees to the base wage of \$16.00/hour. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

MOTIONED BY: Jo Marie Kadrmass; SECONDED BY: Tim Daniel to approve the lifeguard wage increase the base wage to \$14.00/hour as presented. Roll call vote: Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Executive Director Report – Executive Director Benjamin Rae reported in addition to his written report. He said we received the Marathon Petroleum Grant for \$50,000 towards the natural portion of the Crooked Crane Trail. He said we are making some adjustments to design and that we also applied for a state trail grant that comes up in April. He said the grants will go towards signage, interpretation for bird species, distances, and a cyclist map along with trail cameras to track usage.

Legal Counsel Report – Legal Counsel Randy Sickler had no additional items to report.

Special guest Jason Homiston was present at the meeting and asked to speak. He said conditions have been good and he wants to ensure our golf course will have proper maintenance to stay up to par with South Heart. He said we should follow the rates to make sure we are staying in tune and updating our structure. He also said it is good to hear us talking about tee times and how it is being taken care of. Tee times and cart management are things we can do better for our course to make sure it is the best. All these things cost money and make sure you have a better understanding of how South Heart is being run. He suggested increasing the golf fees and pay the staff at the golf course better to make sure we can keep up with maintenance. He mentioned the bridge work to be done and that we need to make sure we have the money for the little things, cart signage for the course and upkeep. Jason Homiston said the user experience is one the most important factors for revenue and said a new POS system is a great investment. Commissioner Nic Stevenson asked Jason to comment further on the South Heart fees. Jason said South Heart is still working on fees but will be higher than in previous years. He also said that he doesn't think people will mind putting their credit cards on file, it is what is expected. Commissioner Zach Keller commented that this is a good discussion for user groups and to make sure our fees are on par with other courses, that is something to watch. Jason Homiston also said it will help you keep on track with wages, and it will give you more data. He said we've been fortunate with the resources we have; we just need to think about the next 5 years and anticipate the cost of labor and maintenance.

Adjournment – MOTIONED BY: Jo Marie Kadrmass; SECONDED BY: Tim Daniel to adjourn the meeting at 5:05 pm. All aye, motion carried.

b. Claims



	March, 2024	February, 2024	March, 2023
Vouchers	\$636,957.67	\$374,792.29	\$383,168.29
Direct Bank Debit	\$15,090.42	\$14,386.84	\$13,871.05
Net Payroll (Gross Payroll Amount \$210,720.98)	\$167,208.34	\$175,625.65	\$156,367.00
TOTAL	\$819,256.43	\$564,804.78	\$553,406.34

Bravera Trust Center (PR)	\$7,550.86
Bravera Trust Center (PR)	<u>\$7,539.56</u>
Total	\$15,090.42

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c. Pledged Securities

To be available.

d. Gress Softball Complex Lease 2024



Gress
Softball C...

GRESS SOFTBALL CONCESSION & LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this 29th day of April, 2024 by and between the Dickinson Park District (hereafter "District") and Dave Caslette / Badlands Big Sticks Baseball Club (hereafter "Concessionaire"), 965 11th Ave W, Dickinson, ND 58601.

PURPOSE: To grant to the Concessionaire the exclusive right to operate concessions for spectators and players at the Gress Softball Complex for the Dickinson Park District 2024 softball season.

LEASED PREMISES: The concession area room in the multi-purpose building located at Gress Softball Complex, 455 8th Ave SW, Dickinson, ND.

TERM OF LEASE: Shall be from May 1, 2024 through December 31, 2024 unless terminated earlier as provided herein. The Concessionaire shall have the option to extend the term of this Lease, under the same terms and conditions (with the exception of the amounts of rent), for four (4) successive, additional one (1) year periods, provided the Concessionaire gives the District written notice of its election to extend the term of the Lease at least one hundred and twenty (120) days prior to the termination of the lease term and it is mutually agreed upon by the District.

During the summer season (May through September), the complex shall be operated by Concessionaire for regularly scheduled Dickinson Park District league softball and tournaments, and shall be open for such hours of operation as the Concessionaire and the Recreation/Facilities Manager of Park District shall from time to time jointly determine.

RENTAL: Concessionaire shall pay to the District rent of \$800 for the season. Concessionaire shall provide monthly financial information with a detailed daily receipts report to the Recreation/Facilities Manager at the end of the season. Payment of the rental established by this paragraph shall be made at the same time the information is provided. All of Concessionaire's financial records relating to the purpose of this Agreement shall be made available for inspection by the District, upon request, at reasonable times and places.

UTILITIES, EQUIPMENT AND MAINTENANCE: All utilities for the leased premises, as well as maintenance of proper ventilation, door locks, security, roof and window maintenance and repairs occasioned by ordinary wear and tear will be the responsibility of the District. All concession equipment and furniture shall be the responsibility of the Concessionaire. The leased premises shall be cleaned by the Concessionaire, and Concessionaire shall be responsible for rodent control, except as the same shall be caused by structural deficiencies in the leased premises, which shall be the responsibility of the District.

INSURANCE: Concessionaire will, at its expense, being the only party hereto insured hereunder, maintain liability insurance coverage for its operations at the leased premises providing for at least \$1,000,000.00 in coverage, the District shall be named as insured. A copy of such policy shall be provided to the District.

District shall not be liable to Concessionaire, or those claiming through or under Concessionaire, for injury, death or property damage occurring in or about the leased premises arising out of or resulting from any action by concessionaire, or from and as a result of the consumption of any concessions sold by Concessionaire, and the Concessionaire shall indemnify District and hold it harmless from any claim or damage and cost of defense thereof arising out of injury, death or property damage to any person occurring in or about the leased premises, or from and as a result of the consumption of any concessions sold by Concessionaire.

HEALTH STANDARDS: Concessionaire shall be responsible to obtain all health permits, licenses and other appropriate health standard rules and regulations. Concessionaire agrees to abide by and follow all local, state, or county ordinances in the operation of its business including the State Health Department. We also encourage the Concessionaire to buy their goods locally when possible.

SUPERVISION: Concessionaire shall be free to operate its concessions as it deems appropriate, subject only to the terms of this Agreement. However, Concessionaire agrees to consult with the Recreation/Facilities Manager of Dickinson Park District and reasonably cooperate with him to fulfill the above-stated purposes of this Agreement. **Concessionaire agrees not to sell gum or alcohol.** Concessionaire agrees not to incur any expense whatsoever on behalf of the District.

ALTERATIONS: Concessionaire shall have no right to make any alterations to the leased premises without the prior written approval of the District.

DEFAULT: If a party breaches this Agreement, the other party may give written notice to the defaulting party, describing the breach with particularity. If the defaulting party has not cured the breach within 7 days of the date of receipt of the written notice, this Agreement shall be deemed terminated at midnight on the 7th day after the date of receipt of the written notice. The notices permitted by this paragraph shall be delivered personally to any signatory hereto, or to his successor in office, and if so delivered, the signatories agree to execute a receipt therefore.

SURRENDER OF PREMISES: At the end of each season, Concessionaire shall vacate the leased premises and return occupancy of the same to the District scrubbed and broom clean.

IN WITNESS WHEREOF, the parties have hereto have executed this agreement on the day and year first above written.

DICKINSON PARK DISTRICT

President, Dickinson Park Board

CONCESSIONAIRE

_____, Concessionaire

e. Dickinson Soccer Club Agreement



Dickinson
Soccer Cl...

**DICKINSON SOCCER CLUB
USE AGREEMENT**

THIS AGREEMENT, made and entered into this **8th day of April, 2014**, by and between the Dickinson Parks and Recreation (hereinafter "District") and the Dickinson Soccer Club (hereinafter "DSC").

WHEREAS, DSC desires to offer the youth of Dickinson and surrounding communities a competitive youth Soccer program for ages 4-18; and

WHEREAS, District desires to cooperate with DSC by making certain facilities available to DSC subject to the term of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **Term** This Agreement shall be for a period commencing **May 1, 2014** and ending **April 30, 2015**.
2. **Communication**: All communication between DSC and District shall be directed to the District's Recreation/Facilities Manager.
3. **Premises to be Used**: The premises subject to this agreement are the West River Soccer Fields (public facility), located at 2015 Empire Road, locally known as the West River Soccer Complex and the West River Community Center Indoor M&C gym/personal training room, located at 2004 Fairway Street.
4. **Capital Improvements to Facility**: Any improvements to these facilities by DSC shall be subject to District approval. Any improvements shall be built and maintained in a manner agreed upon by District and DSC; with all improvements becoming District property. DSC shall be responsible for the expenses incurred in the planning and construction of any improvements.
5. **DSC Management Requirements**:
 - a. West River Soccer Complex shall be used and occupied by DSC to develop a Youth Soccer Program for participants from the City of Dickinson and surrounding communities. DSC in its use and occupancy must comply with all applicable laws, rules, regulations and ordinances of every governmental body or agency whose authority extends to the facility or to any business conducted on the facility.
 - b. DSC will provide a intro to soccer, recreational, and competitive program.
 - c. DSC will line and position all fields prior to season start.
 - d. DSC will be responsible for all management duties to include administering registration, setting teams, appointing of coaches, scheduling all games and practices, developing programs and securing all equipment, etc., as they relate to DSC in the City of Dickinson. All revenue and expenses associated with the above are the responsibility of DSC. DSC must also submit annual financial report.
 - e. At any time the facility and grounds are scheduled for use, DSC must provide a proper and qualified adult supervisor or adult coach for all activities.
 - f. DSC shall provide a Complex Manager responsible for the nightly operations of all games played that evening. This person shall make sure the facility is clean and presentable with all trash placed in receptacles prior to his leaving each night. If any potential hazard or unsafe condition exists; he shall notify District as soon as possible.
 - g. DSC is responsible for set up and management of tournaments.
6. **District Management Requirements**:

- a. It is the responsibility of District to maintain this facility, to include: mowing and trimming of vegetation on the complex property; upkeep and maintenance of all fencing materials; keeping parking areas presentable and free of trash; keeping the underground watering system in good working order; ensuring that all buildings and structures located at this facility have an acceptable appearance and are properly maintained.
- b. District will provide adequate trash containers. Trash containers will be emptied each week.

7. **Equipment and Uniforms:** All equipment and uniforms are the property of DSC. DSC is responsible for all purchases, repairs and replacements.

8. **Scheduling and Usage of Facilities:** Scheduling use of the Soccer Complex DSC shall be negotiated between the District Recreation/Facilities Manager and an individual designated by DSC. DSC must provide the District a master schedule of all games for the season 14 days prior to the first scheduled game. The District must be notified of any changes to this schedule as soon as they are known.

This facility is a public facility and the general public is allowed to utilize the Complex when DSC and District do not have activities scheduled.

9. **Usage Fees:** DSC agrees to line and position all fields prior to season start, while also providing needed supplies. In return, District will not charge a usage fee. **& \$20.00 per hour usage fee will apply for the use of the West River Community Center Indoor M&C gym/personal training room.**

10. **Advertising/Signage:** No advertising or commercial signs are to be located on the premises without the approval of District. DSC shall have the right to post appropriate signs dealing with schedules and safety requirements. All signs are to be professionally done and hung properly or they will be removed by District.

11. **Insurance:** It will be the responsibility of DSC to obtain all adequate insurance coverage; accident and liability for all of its participants, coaches and officials. The participants, coaches and officials shall waive and release in writing any and all rights and claims for damages they may have against the District and its representatives, successors and assigns for any injuries or damages suffered while participating in any DSC program.

DSC will, at its expense, maintain liability insurance coverage for its operations at the premises providing for at least \$1,000,000.00 in coverage. A copy of such policy shall be provided to the District.

District shall not be liable to DSC, or those claiming through or under DSC, for injury, death or property damage occurring in or about the premises arising out of or resulting from any action by DSC; and DSC shall indemnify District and hold it harmless from any claim or damage arising out of injury, death or property damage to any person occurring in or about the premises.

12. **Concessions Trailer:** The concessions trailer will house the following: concessions stand. DSC will be responsible for cleaning the trailer on a regular basis.

It is understood that District and DSC are to keep equipment stored in an orderly manner at all times. It is understood that District's and DSC recreational equipment stored at facility will not be used for the other party's purposes. District will insure the building and will carry liability insurance. It is the responsibility of DSC to obtain insurance for contents and liability. Any future projects and/or repairs at this facility shall be a joint effort by District and DSC.

13. **Modifications and Termination:** No modifications or amendments to this agreement shall be effective unless embodied in writing signed by both parties. Either party may terminate this agreement upon a 30 day written notice to the other party.

14. **Binding Effect:** It is mutually agreed by and between the parties hereto that the covenants

and agreements herein contained shall extend to and be obligatory upon the heirs, administrators, executors, successors or assigns of the respective parties.

15. **Entire Agreement:** This agreement constitutes the entire contract between the parties hereto and there are no undertakings, representations or warranties, oral or written, relating to the subject matter hereof and neither party has relied upon any verbal representations, agreements, or undertakings not set forth herein, whether made by an agent or by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DICKINSON PARKS & RECREATION

DICKINSON SOCCER CLUB

By _____
President, Dickinson Park Board

By _____
President, Dickinson Soccer Club

f. Vendor Application



Vendor
Policy an...



Vendor Application/Permit

This application applies to Dickinson Parks and Recreation special events such as the Bandshell Concert Series, Patterson Lake Beach Party, Roach Pool Party, and other events listed on dickinsonparks.org.

A vendor application must be submitted to dpnd@dickinsonparks.org at least 14 days prior to the event.

General Information:

Authorized Representative of Applicant: _____

Legal Business Name: _____

Address: _____ State: _____ Zip: _____

Business Phone Number: _____ Cell Phone Number: _____

Email: _____

Website: _____

Vendor Type Information:

Vendor Type (Circle One) Truck Truck/Trailer Push Cart Table

Space Required: _____

Proposed Event(s) to Service: _____

Proposed Day(s) to Service: _____

Proposed Hour(s) of Operation: _____

Attachments Required Prior to Approval:

- Copy of Sales Tax License or Business License
- FOOD VENDORS ONLY: Copy of mobile food license from North Dakota Department of Health-Division of Food and Lodging or reciprocity letter.
- General Liability Certificate of Insurance naming Dickinson Parks and Recreation as additional insured in the minimum amount of \$1,000,000 aggregate and \$1,000,000 per occurrence.
- Copy of the complete menu including prices
- Fees
 - \$50 fee: for-profit/business per event/series.
 - \$25 fee: non-profit groups (must submit official non-profit letter) per event/series.
 - \$0 fee: for groups who are not collecting revenue per event/series.

General Vendor Permit Provisions:

By signing and submitting this application, the applicant agrees to the following provisions if issued a vendor permit by Dickinson Parks and Recreation in consideration for being allowed to operate as a vendor at a Dickinson Parks and Recreation special event:

1. I certify that the business listed above is operated in compliance with all applicable requirements of the City Ordinance and State Law.
2. I have read and understand the application, the general provisions, and the applicable laws, rules, and requirements relating to this vendor permit, I acknowledge this vendor permit is subject to all of those requirements, and I agree to fully comply with all requirements relating to this vendor permit.
3. I agree to accept all liability for any damages caused by the set-up, operation, or tear-down of my booth or space, and to indemnify and hold harmless Dickinson Parks and Recreation for any claim, demand, or liability arising out of such operation, sales, or services and to defend Dickinson Parks and Recreation for any such claim, demand, or liability including all attorney fees and costs incurred.
4. I agree to assume full risk of any injury, property damage, or loss which I may sustain as a result of my participation in any and all activities connected with or associated with my participation in a special event held by Dickinson Parks and Recreation. Further, I understand that I shall maintain insurance in the minimum amount of \$1,000,000 aggregate and \$1,000,000 per occurrence. I further understand that I display and/or store my products at my own risk.
5. I agree to list Dickinson Parks and Recreation as an additional insured. I agree to submit a Certificate of Insurance at least 14 days prior to the special event and that failure to submit a Certificate of Insurance will result in exclusion from the special event.
6. I understand that any false statements, omissions, or failure to comply with the requirements of this vendor permit may result in the revocation of this permit and may jeopardize the approval of future permits.
7. I certify that the information contained in the application is correct to the best of my knowledge.

The person signing this application on behalf of the application affirmatively represents that he/she has the required legal authority to bind the application to the terms and conditions of this application and the vendor permit. Both the person executing this application and the vendor understand that Dickinson Parks and Recreation is relying on this representation.

Applicant's Signature: _____ Date: _____

Rules & Requirements

Once your form is filled out, please send it to dpr@dickinsonparks.org or drop it off at the Dickinson Parks and Recreation Office.

The following rules and requirements apply to all vendors:

- Vendors on DPRD property are only allowed for specific approved events and with Recreation Staff approval.
- Mobile Vendors are governed by Section 22.08.020 of the City of Dickinson Municipal Code.
- DPRD does not guarantee exclusivity to any vendor.
- Vendor placement is at the sole discretion of the DPRD staff, and no vendor locations are guaranteed or promised in advance.
- Operations shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, bike path, or sidewalk.
- Vendor operations shall obey all parking and traffic laws.
- Vehicles that are used to pull trailers or equipment must be parked off-site if the trailer or equipment is removed from the vehicle for the special event.
- Approved permits must be kept with the vendor operations and provided to DPRD staff and Law Enforcement when requested.
- Vendors are responsible for the safety, sturdiness, and protection of their vehicles, equipment, displays, and property.
- Vendors shall be responsible for the storage and daily removal of all trash. Trash generated from the vendor operations shall not be deposited in park trash cans or bagged and left in the park.
- DPRD does not provide any trash cans, tables, chairs, or power.
- Strict timeliness for arrival and departure may apply to a special event and must be adhered to by the vendors. Unless a stricter requirement is in place, vendor vehicles, equipment, displays, and property shall be removed at the end of each day.
- No sale or distribution of alcohol or tobacco is allowed.
- If you are interested in multiple events, you may list all events/dates on a single application or include an attachment.
- Application fees will vary depending on the status of the organization.
 - o A \$50 fee is charged to for-profit businesses (waived if the vendor is a sponsor of the event) per event/series.
 - o A \$25 fee is charged to non-profit organizations (with proof of non-profit status) that are collecting revenue per event/series.
 - o There is no fee for organizations that are not charging for products at the event, but they do need to complete a vendor application per event/series.
- The vendor application must be turned into dpr@dickinsonparks.org 14 days prior to the event.
- DPRD will approve each application at least one week prior to the date of the event.

For questions regarding Vendor Permits, please contact the Program Supervisor for Dickinson Parks and Recreation at 701-458-2704 or by emailing dpr@dickinsonparks.org.

7. PRESENTATION

- a. Renaissance Zone - City of Dickinson



Renaissanc
e Zone Te...

CITY OF DICKINSON RENAISSANCE ZONE 10 YEAR RENEWAL

Renaissance Zone is an economic development tool authorized by the State of North Dakota offering incentives for taxpayers to undertake activities that benefit the City's urban core and the City as a whole.

Dickinson's Renaissance Zone Vision is to enhance the quality of place and grow economic vitality by stimulating new growth and redevelopment.

Purpose of the program is to provide residential and commercial property owners in the downtown area, along Villard Street West, and in the Prairie Hills Mall vicinity with incentives to make necessary improvements.

An exemption from property tax increases from five years to eight years may be granted by the City with the successful completion of a Renaissance Zone project.

The program only applies to individual properties as approved by the City Commission and the State Department of Commerce.

A residential property owner must invest at least 20% of the full and true value of the property to be considered an eligible zone rehabilitation project.

A commercial property owner must invest at least 50% of the full and true value of the property to be considered an eligible zone rehabilitation project.

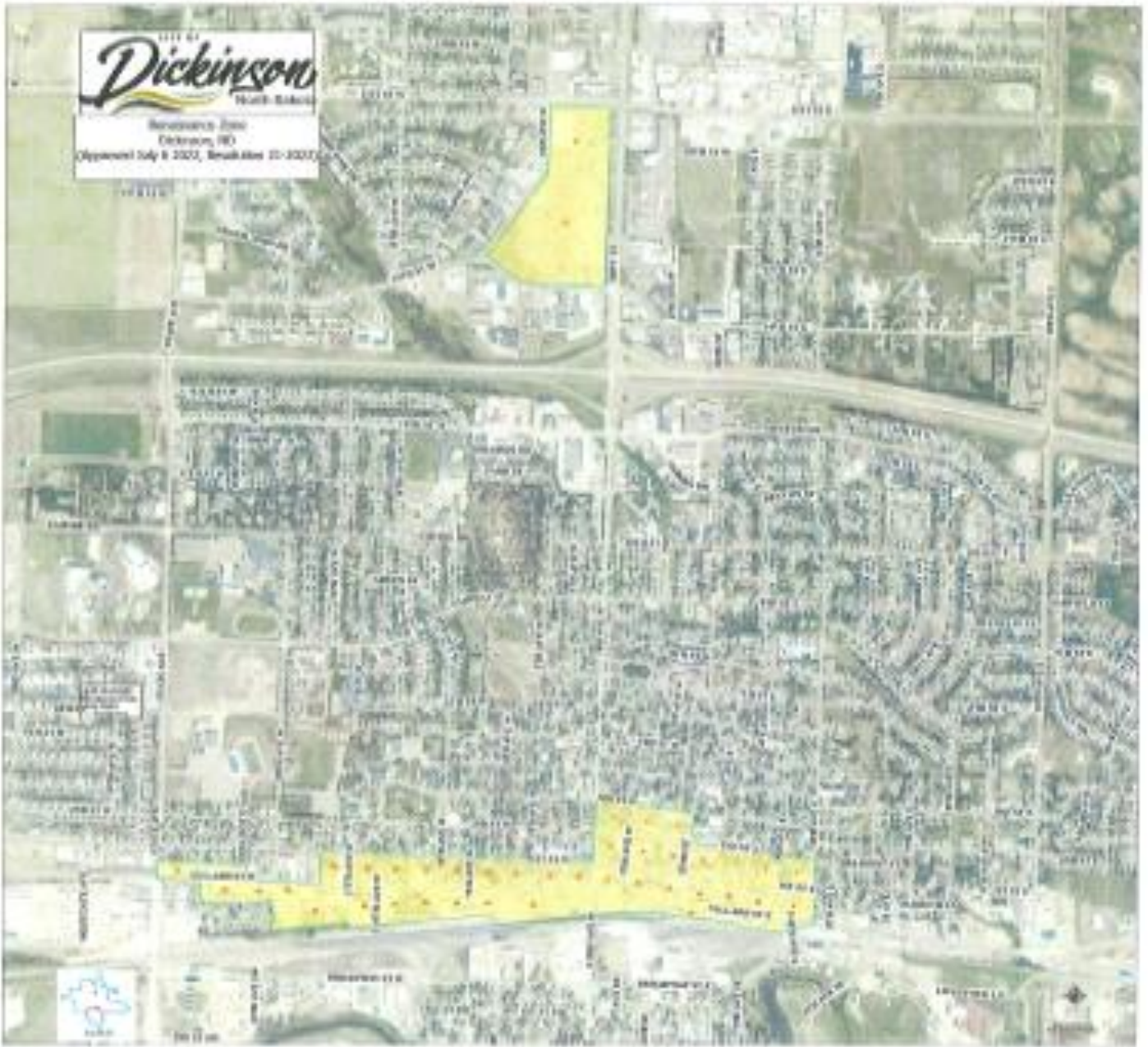
In 2004, the City of Dickinson adopted a 25 block Renaissance Zone. Changes to the Century Code allowed the City to expand the Zone to 38 blocks in 2017. As a result of the 2020 U.S. Census the City expanded its Renaissance Zone to 41 blocks.

Thirteen Renaissance Zone projects have been completed since the zone was created. Recently completed projects include the following:

- American Bank Center New Construction 220 1st Avenue West
- Infinity Real Estate Rehabilitation 1269 West Villard Street
- Pandarosa Liquor Store Expansion 341 1st Street East
- Grub Tub Rehabilitation 137 1st Avenue West

In 2019 the City was granted a five-year extension. The Dickinson Park Board supported the five-year extension. The five-year extension is set to expire in July 2024. As part of the overall revitalization program for the Downtown, Villard Street West, and Prairie Hills commercial areas the City wishes to extend its Renaissance Zone program for 10 additional years.

As part of the Renaissance Zone program extension the City will be asking for support from the Stark County Commission, the Dickinson Public School Board, and the Dickinson Parks and Recreation District Board.



[Date]

Scott Decker
Mayor of the City of Dickinson
38 1st Street East
Dickinson, ND 58601

Dear Mayor Decker,

On April 8, 2024, the Dickinson Park Board received a presentation by City staff regarding the 10-year extension of the City's Renaissance Zone program. The Dickinson Park Board supports the City's proposed 10-year Renaissance Zone program extension. The continued revitalization of Downtown Dickinson, the Villard Street West commercial district, and the Prairie Hills commercial area, as well as the addition of new businesses and the expansion of existing ones in those areas provides benefits to the City of Dickinson, all of Stark County and to the region as well.

The Dickinson Park Board is also aware the City has amended its Renaissance Zone Development Plan to incorporate the following changes to N.D.C.C. 46-63:

- The tax exempt period for an owner-occupied residential property has been increased from five years to eight years;
- The tax exemption for a commercial property may be extended for up to eight years if the investment amount is at least 75% of the current true and full value of the property; and
- properties that have previously received renaissance zone benefits may be eligible for additional benefits after thirty years have lapsed from the completion of the initial project,

Sincerely,

____ Chair

Dickinson Park Board

8. BUILDINGS/GROUNDS

a. Director of Buildings/Grounds Report

TO: Board of Park Commissioners

FROM: Craig Pearson, Director of Buildings/Ground

DATE: April 1, 2024

RE: Buildings/Grounds Report

FACILITIES

Water damage work on the north stairwell is currently halted pending a full inspection to better understand the scope of repairs and overall cost of completion. Even though ice is out in the Charbonneau arena, the arena remains booked for all but a few weekends through the end of August. The Cornerstone arena will likewise stay busy throughout the next five months with private rentals and public skate. Marvin and his crew have worked hard to implement our new recycling program for the West River Community Center before April 1. If all goes well, we will be expanding the recycling program into the West River Ice Center and possibly to several other facilities including the Heart River Golf Course.

PARKS

Scott Mack and his maintenance staff are in somewhat of a holding pattern as they wait for the resent snows to melt. Baseball and softball are in full swing, but the weather has limited the field prep work Scott's crews would normally perform this time of year. The positive side of this weather delay is the park's staff has time to complete a facility cleanup of antiquated maintenance equipment, play structures and old ballpark seating. Much of the equipment marked for disposal was sent to recycling and the remainder was placed in the land fill. Considering the large number of dead trees removed for the golf course and parks this winter the parks staff continues chipping branches and cutting/splitting logs for firewood. Scott feels fortunate to have his full crew hired for the summer, however we have one full-time position we are currently looking to fill before mid-April.

GOLF COURSE

Sam Davis and the golf course maintenance crew are currently working on a maintenance overhaul with two of the golf course bridges. The cart bridge from #11 green to #12 tees will have all broken and damaged bridge planks replaced. The bent guardrails will be straightened or replaced along with all new cable guardrails. The walk bridge from #13 tees to #13 fairway will receive the same maintenance including new sets of cable guardrails. The latest rounds of winter storms have allowed Rod, Curtis and Dennis the time to rebuild equipment that was previously marked for disposal. Engines were rebuilt on the Case backhoe and a Toro Workman that are now running and back in our equipment fleet.

9. RECREATION/FACILITIES

a. Director of Recreation/Facilities Report

TO: Board of Park Commissioners
FROM: Caleb Burgard, Director of Recreation/Facilities
DATE: April 2, 2024
RE: Recreation/Facilities Report

Patterson Lake Recreational Area
Closed for season.

Heart River Golf Course
Closed for season. Mike continues to receive inventory/hiring for the upcoming season. Received new range ball machine, going through training/installation process.

West River Community Center
We have 6,613 total memberships (5,845 annual, \$366,212.16 YTD Annual), compared to 6,464 (5,651 annual, \$314,916.68 YTD Annual) in March 2023. Easter egg pool hunt event scheduled for Sunday, April 7th. Winter aquatic lessons final session is April 1st – May 2nd. Lifeguard Certification Course scheduled for May 3rd-5th and 17th-19th. WRCC 20th anniversary celebration Saturday, May 18th.

West River Ice Center
Open public skate concluded averaging 72 people per session in the month of March (85 in 2023). Had 17,805 skaters/rentals, compared to 17,857 during the 2022-2023 season. Andrew and I are billing the 2nd installment for Dickinson Hockey Club. Marathon Petroleum open skate event scheduled for Sunday, April 7th. Skate with a Cop event rescheduled for Sunday, April 21st. Off-ice vendors/exhibits this month include: DABA homeshow, SWA water festival, API gumbo cookoff, Shrine circus, powerlifting competition, and SBMC show.

Dickinson Parks and Recreation
Adult winter leagues (basketball, volleyball, futsal, curling, and golf simulator) have concluded. Adult 4v4 Spring Women's volleyball league has 22 teams. Adult summer golf, softball, and sand volleyball league registrations are now open, with deadlines in April. 2024 spring/summer activity guide available now, registration opens Wednesday, April 3rd at noon. Still hiring for various part time/seasonal positions. Other upcoming April/May events & programs include our facility orientation course, coffee pot club, learn to belay, adult lap swim club, playzone, kids cooking class, little cooks, little artists, pickleball beginner lessons, pickleball skills and drills, pickleball dinker round robin nights, little artists, strong kids, yap volleyball, Spring Optimist youth basketball tournament, youth track and field meet, and touch-a-truck. Submitted the request for proposal to host the 2026 NDRPA State Conference.

10. BUSINESS/FINANCE

- a. March Financial
- b. 1st Quarter Financial Review
- c. Lakeview Park MOU
- d. WRIC Flooring
- e. Park Board Tour
- f. WRCC Emergency Exit Repair Discussion
- g. Executive Director Report
- h. Legal Counsel Report

a. March Financial

Motion is required.



March-Fina
ncial

**Dickinson Parks and Recreation
Balance Sheet
As of 3/31/2024**

	Y-T-D AMOUNT 2024	Y-T-D AMOUNT 2023	Y-T-D AMOUNT 2022
Current Assets:			
Cash in Bank - Gravers (Operating)	65,265,555.16	65,266,924.57	65,200,626.07
Cash in Bank - Gravers (Merchandise)	0.00	2,945.50	2,525.24
Cash in Bank - Gravers (Payroll)	0.00	(2.82)	0.00
Party Cash	2,665.00	2,055.00	1,665.00
Prepaid Insurance Premiums	17,268.20	22,814.21	22,852.89
Total Cash and Investments	85,215,468.26	95,268,546.45	91,293,670.20
Accounts Receivable:			
Due from Employees	(522.42)	(772.12)	(795.82)
NSF Checks	0.00	0.00	0.00
Total Accounts Receivable	(522.42)	(772.12)	(795.82)
Total Assets	84,692,945.84	94,495,774.33	90,497,874.38
Liabilities:			
Accounts Payable	0.00	0.00	(85.22)
Federal WH & FICA Taxes Payable	0.00	0.00	0.00
State Taxes WH Payable	668.00	2,650.00	2,665.00
Child Support WH Payable	0.00	0.00	0.00
Garnishment WH Payable	0.00	0.00	0.00
Fees Spending Account WH Payable	7,422.96	7,242.21	7,222.96
Medical Insurance WH Payable	11,773.22	15,462.27	22,219.21
Dental/Vision Insurance WH Payable	1,218.75	1,174.82	2,162.22
Life Insurance WH Payable	68.62	112.22	205.26
Retirement WH Payable	0.00	0.00	0.00
Deferred Comp WH Payable	0.00	0.00	0.00
United Way Contribution WH Payable	250.00	162.00	227.00
Tanning Excise Tax Payable	208.87	121.52	120.02
Total Liabilities	22,168.21	28,122.11	42,442.96
Fund Balances:			
Beginning Fund Balances			
Parks & Recreation General Fund	1,400,702.22	1,158,612.52	916,221.22
Patonson Lake Fund*	0.00	170,087.02	170,087.02
West River Community Center Fund	0.00	0.00	0.00
Capital Improvement Fund	227,024.26	264,170.25	227,042.22
Special Assessment Fund	2,622.22	2,217.01	2,654.02
Emergency Fund	470,133.66	100,088.85	100,088.85
Current Projects Fund	211,204.10	424,722.72	618,500.00
Future Projects Fund	121,007.21	121,007.21	141,707.22
Parks & Facilities Replacement Fund*	0.00	2,992.22	18,621.22
Park Land Development Fund	407,042.22	407,041.22	1,261,222.22
Dickinson Park Dist. Foundation Fund	22,500.00	22,500.00	22,500.00
West River Expansion Fund	428,770.22	12,642.21	12,642.21
Total Beginning Fund Balances	3,712,704.42	3,661,651.49	3,692,912.42
Revenue Over Cash Expenditure	1,578,221.15	2,827,222.72	1,404,222.12
Total Fund Balances	5,290,925.57	6,488,873.22	5,290,825.54
Total Liabilities and Fund Balances	5,214,900.66	6,517,745.33	5,333,697.92

Dickinson Parks and Recreation
Fund Balance Report
As of 3/31/2024

	BUDGET AMOUNT 2024 BUDGET	CURRENT PERIOD 3/31/2024	Y-T-D AMOUNT 2024	Y-T-D AMOUNT 2023
General Fund:				
Total Revenue	\$2,673,450.00	\$784,596.06	\$2,039,757.92	\$1,673,601.17
Total Expenses	(2,245,192.00)	(596,192.31)	(1,657,995.69)	(624,803.56)
Net Income/(Loss)	\$428,258.00	188,403.75	\$371,762.23	1,048,797.61
Beginning Balance 1-1	0.00	0.00	1,400,702.82	1,156,818.52
General Fund Balance	\$428,258.00	188,403.75	\$371,762.23	\$3,002,418.65
Patterson Lake Fund:				
Total Revenue	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	0.00	170,057.02
Patterson Fund Balance	0.00	0.00	0.00	170,057.02
West River Community Center Fund:				
Total Revenue	2,422,900.00	166,451.12	579,222.14	542,622.64
Total Expenses	(2,422,924.00)	(227,242.52)	(240,384.32)	(222,488.12)
Net Income/(Loss)	\$0.00	(\$60,791.40)	(\$61,162.18)	(\$79,865.48)
Beginning Balance 1-1	0.00	0.00	0.00	0.00
West River Community Center Fund Balance	\$0.00	(\$60,791.40)	(\$61,162.18)	(\$79,865.48)
Capital Equipment Fund:				
Total Revenue	497,014.00	154,519.35	420,266.45	420,245.22
Total Expenses	(497,014.00)	0.00	(7,449.82)	(26,458.32)
Net Income/(Loss)	0.00	154,519.35	412,816.63	\$466,703.54
Beginning Balance 1-1	0.00	0.00	227,894.25	284,170.05
Capital Equipment Fund Balance	0.00	154,519.35	\$412,816.63	\$750,923.59
Special Assessments Fund:				
Total Revenue	0.00	0.00	4.00	0.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	4.00	0.00
Beginning Balance 1-1	0.00	0.00	2,820.22	2,817.01
Special Assessments Fund Balance	0.00	0.00	\$2,824.22	\$2,817.01
Emergency Fund:				
Total Revenue	0.00	14,021.27	14,021.27	0.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	14,021.27	14,021.27	0.00
Beginning Balance 1-1	0.00	0.00	478,155.88	100,088.82
Emergency Fund Balance	0.00	14,021.27	\$492,176.15	\$100,088.82
Current Projects Fund:				
Total Revenue	0.00	0.00	209,750.00	474,000.00
Total Expenses	0.00	(27,827.74)	(105,824.82)	(199,801.71)
Net Income/(Loss)	0.00	(27,827.74)	103,925.18	\$274,198.29
Beginning Balance 1-1	0.00	0.00	511,204.10	494,722.72
Current Projects Fund Balance	0.00	(27,827.74)	\$208,099.47	\$772,921.02
Future Projects Fund:				
Total Revenue	0.00	4,873.75	44,873.75	(10,000.00)
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	4,873.75	44,873.75	(10,000.00)
Beginning Balance 1-1	0.00	0.00	161,007.81	121,007.81
Future Projects Fund Balance	0.00	4,873.75	\$205,881.56	\$111,007.81
Parks & Facilities Replacement Fund:				
Total Revenue	0.00	0.00	0.00	266,219.70
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	\$266,219.70
Beginning Balance 1-1	0.00	0.00	0.00	2,889.22
Parks & Facilities Replacement Fund Balance	0.00	0.00	0.00	\$269,108.92

**Dickinson Parks and Recreation
Fund Balance Report
As Of 03/31/2024**

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT
	2024 Budget	3/31/2024	2024	2023
Park Land Development Fund:				
Total Revenue	0.00	7,769.59	7,769.59	0.00
Total Expenses	0.00	0.00	0.00	7.19
Net Income/(Loss)	0.00	7,769.59	7,769.59	7.19
Beginning Balance 1-1	0.00	0.00	407,049.08	407,041.89
Park Land Development Fund Balance	<u>0.00</u>	<u>7,769.59</u>	<u>414,818.67</u>	<u>407,049.08</u>
Dickinson Park Dist Foundation Fund:				
Total Revenue	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	25,500.00	25,500.00
Dickinson Park Dist Fnd Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>25,500.00</u>	<u>25,500.00</u>
West River Improvement Fund:				
Total Revenue	0.00	0.00	999.00	407,927.00
Total Expenses	0.00	(9,999.87)	(10,719.29)	0.00
Net Income/(Loss)	0.00	(9,999.87)	(9,720.29)	407,927.00
Beginning Balance 1-1	0.00	0.00	408,770.00	13,642.21
West River Improvement Fund Balance	<u>0.00</u>	<u>(9,999.87)</u>	<u>397,049.71</u>	<u>407,927.00</u>
All Funds Total Revenue	<u>0.00</u>	<u>1,113,999.08</u>	<u>3,411,898.12</u>	<u>4,142,827.24</u>
All Funds Total Expense	<u>(8,274,211.00)</u>	<u>(209,239.21)</u>	<u>(1,202,858.87)</u>	<u>(1,494,849.55)</u>
Total Fund Balances	<u>28,559.00</u>	<u>280,754.77</u>	<u>3,209,039.25</u>	<u>3,538,645.32</u>
All Funds Total Profit/(Loss)	<u>28,559.00</u>	<u>280,754.77</u>	<u>1,578,997.15</u>	<u>2,057,995.79</u>

b. 1st Quarter Financial Review

Presentation will be given.

c. Lakeview Park MOU

Motion is required.

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: April 3, 2024
RE: Lakeview Park MOU

Background Information:

Stark County Park Board has approved improvements at Lakeview Park (on the north side of Patterson Lake). It will be the only park in the County system that has been improved. As such, the county reached out to ask if we would be willing to partner on the project to handle day-to-day maintenance of the facility. The County would maintain responsibility for funding all current and future capital improvements.

Staff Recommendation:

The park is on our mow route to the Game and Fish parking area and would be minimal in impact for our mowing crew. We are also looking to strengthen ties with the County Commission and Park Board. Staff recommends approval of the MOU.

Fiscal Impact:

One mower for 30 minutes once per week for 25 weeks is \$200 annually plus occasional tree trimming, garbage, and mulch raking.

Impacted Fund:

General Fund



Lakeview
Park_Dick...

**Memorandum of Understanding Between
Park District of the City of Dickinson and
Stark County Park Board**

This Memorandum of Understanding ("MOU") is made and entered into between the **Park District of the City of Dickinson** ("Dickinson Parks and Recreation"), whose address is 2004 Fairway Street, Dickinson, ND 58601, and the **Stark County Park Board** ("Stark County Parks"), whose address is PO Box 130, Dickinson, ND 58602.

WHEREAS, Stark County Parks owns and maintains Lakeview Park, which is located off Old Highway 10 W, first lake entrance, 30th Avenue Southwest and Lakeview Drive, in Stark County, North Dakota ("Lakeview Park");

WHEREAS, the Dickinson Parks and Recreation has agreed to assist in general maintenance of Lakeview Park;

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Lakeview Park will be maintained by the parties.
2. **Term.** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU. This MOU shall remain in full force and effect until such time it is terminated pursuant to Section 7 herein.
3. **Responsibilities of the Park District.** Dickinson Parks and Recreation shall be responsible for general maintenance of Lakeview Park which includes mowing, tree maintenance, and inspection and maintenance of the playground, play structure, and pavilion.
4. **Responsibilities of Stark County Parks.** Stark County Parks shall be responsible for all maintenance, improvements, and amenities relating to Lakeview Park, except those specified in section 3 of this MOU. Stark County Parks' responsibilities include, but are not limited to, repairing or replacing existing amenities or adding new amenities; capital improvements; and plowing and maintaining parking areas.
5. **Insurance.** Each party shall maintain and keep in place liability insurance in an amount which is sufficient to provide coverage for North Dakota political subdivisions in accordance with North Dakota law.
6. **Amendments.** No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative.

7. Termination of MOU. This MOU may be terminated, without cause, by either party upon sixty (60) days' written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
8. Binding Effect. This MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.
9. Applicable Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Stark County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
10. Entirety of Agreement. This MOU represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
11. Severability. Should any portion of this MOU be determined illegal or unenforceable by a court of competent jurisdiction, the remainder of the MOU shall continue in full force and effect.
12. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.
13. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.
14. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

Dated this ____ day of _____, 2024.

PARK DISTRICT OF THE CITY OF DICKINSON

By: _____
Scott Karsky, Board President

Dated this ____ day of _____, 2024.

STARK COUNTY PARK BOARD

By: _____
Courtney Presthus, Board President

d. WRIC Flooring

Motion is required.

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: April 3, 2024
RE: WRIC Flooring

Background Information:

The arenas' naming rights were established to provide additional funds for capital improvements at the West River Ice Center. Currently, there is about \$87,000 in funds for improvements in the account. The funds are used by joint agreement of the hockey club and park board. Staff has been discussing a couple of different improvements in the Charbonneau arena including extended permanent flooring. This is the top priority of the hockey board and has been approved by them.

The current flooring consists of moveable rubber mats. The mats are difficult for staff to clean around and temporary mats have been extended to reach the front of the new locker rooms.

Staff Recommendation:

Approval of the permanent rubberized flooring installation in the Charbonneau arena before the next hockey season.

Fiscal Impact:

\$42,000

Impacted Fund:

Current Projects Fund/Park Land Development Fund

e. Park Board Tour

Discussion will be held on scheduling a tour of parks/facilities.

f. WRCC Emergency Exit Repair Discussion

Discussion will be held on repairs needed for WRCC emergency exit.

g. Executive Director Report

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: April 3, 2024
RE: Executive Report

Sports Complex Updates:

Playground Ordered and expected delivery in the next week.
Expected completion: Spring 2024

Crooked Crane Trail Phase 2:

On hold, city transferring responsibility for moving forward to the park district.
I have meetings scheduled with BNSF and North Dakota Water Resources
\$1.2 million from the Outdoor Heritage Fund Grant

Staffing Updates:

Full-Time: One open position: 1 park maintenance specialist, position reopened
Part-Time: Parks filled, golf needs 3 additional, recreation positions filling for summer

Hole #17 Bridge:

Engineering work is delayed but expected soon.
Site survey and soil boring complete.
Bid documents in process.

Marathon Petroleum Grant:

Working with Blue Sky Trail for design to use for RTP grant application in April.
Working with Game and Fish on Interpretive Signage.
RTP grant application started.

Cold Weather Damage:

Repairs at the WRIC are complete.
Repairs to the WRCC stairwell are ongoing. During demolition it was discovered that water from the roof has been draining inside the wall cavity. Repairs are on hold while we work with contractors to determine how to repair the roof and wall cavity. It appears that it has been an issue since original construction.

Other:

*Recycling program at the WRCC began on April 1st.

*We are working with the hockey club on selling sponsorship of the Zamboni for replacement this year. The sponsorship would off-set the equipment cost and fund additional WRIC projects.

*We have established an annual review for all district procedure manuals. In April we are reviewing the IS Plan and Patterson Lake Booth Manual. Additionally, we are working on digital file naming protocol and a digital file storage structure.

*Sold 1 more Patterson Lake lot which allows us to recoup the cost of the Game and Fish minor subdivision and associated selling costs (approximately \$10,000). One more owner has reached out inquiring about purchasing. There are currently 3 remaining unsold lots.

h. Legal Counsel Report

Legal counsel report if needed.

10. ADJOURNMENT