

Park Board Agenda



Dickinson Parks & Recreation - Park Board Meeting

4:00 pm, Monday, May 13, 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. CONSENT AGENDA

- a. Minutes
- b. Claims
- c. Pledged Securities

6. BUILDINGS/GROUNDS

- a. Director of Buildings/Grounds Report
- b. WRCC Emergency Exit

7. RECREATION/FACILITIES

- a. Director of Recreation/Facilities Report
- b. Fitness Equipment RFP
- c. YUM Outdoor Pool Agreement

8. BUSINESS/FINANCE

- a. April Financial
- b. 2023 Audit Contract
- c. Darell Spriggs Agreement
- d. Discussion on District and Foundation Interaction
- e. Approval for Foundation to Fundraise for DSU Tennis Addition
- f. Executive Director Report
- g. Legal Counsel Report

9. ADJOURNMENT

5. CONSENT AGENDA

Combined motion for all items.

- a. Minutes
- b. Claims
- c. Pledged Securities

a. Minutes

Park Board Meeting April 8, 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, April 8, 2024, at the West River Community Center.

ROLL CALL: Present were Commissioners Scott Karsky, Tim Daniel, Zach Keller, Jo Marie Kadrmas. Also, present were Executive Director Benjamin Rae, Director of Buildings/Grounds Craig Pearson, Director of Recreation/Facilities Caleb Burgard, Legal Counsel Randy Sickler and Clerk Leah Hoenke. Commissioner Nic Stevenson was absent.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was given.

APPROVAL OF AGENDA – MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Tim Daniel to approve the agenda. Roll call vote: Ayes-4; Nays-0; Absent-1 (Stevenson). Motion carried.

RECOGNITION – Community Service Recognition – President Scott Karsky presented Jude Hicks and Laysen Brostowitz a certificate of appreciation for the work they did to clean up vandalism in our parks. He thanked the boys for their service to the community.

RECOGNITION – Jessica Stewart – 10 Years of Service – President Scott Karsky presented Jessica Stewart, Accounting Specialist for 10 years of service.

CONSENT AGENDA – MOTIONED BY: Tim Daniel; SECONDED BY: Zach Keller to approve the Consent Agenda items as presented, which includes the Park Board meeting minutes from March 11; March Claims in the amount of \$819,256.43, Pledged Securities and agreements for the following documents: Gress Softball Complex Lease; Dickinson Soccer Club Agreement; Vendor Application. Roll call vote: Ayes-4; Nays-0; Absent-1 (Stevenson). Motion carried.

SPECIAL APPEARANCE – City of Dickinson Renaissance Zone Presentation - Josh Skluzacek and Steve Josephson were present to speak on the City of Dickinson's Renaissance Zone 10 Year Renewal. Mr. Josephson explained that the 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. This is a 10-year renewal and part of the process is getting consent from agencies that have taxing authority. He explained the process and said they are here to ask for a letter of support to include with application to the state. President Karsky said he is a big fan of the renaissance zone project; some nice enhancements have been made. Commissioner Tim Daniel also said it has been a great program and hopefully can continue to have businesses take advantage of this. After further discussion, President Karsky entertained a motion. MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Tim Daniel to approve the letter of support provided by the City of Dickinson with the appropriate language and the Park Board has approved. Roll call vote: Ayes-4; Nays-0; Absent-1 (Stevenson). Motion carried.

BUILDINGS/GROUNDS

Director of Buildings/Grounds Report – Director Craig Pearson provided a written report and asked if the board has any questions. He added that the maintenance recommendation for the opening of the golf course is this Friday.

RECREATION/FACILITIES

Director of Recreation/Facilities Report – Director Caleb Burgard provided a written report. He added the tee time guidelines have been updated. Changes for this year are notated in red, he explained the process to try and alleviate the no shows, where we will require credit cards when booking a tee time. He said we'll continue to evaluate as the season starts. Commissioner Jo Marie Kadrmas suggested that you let the pass holders know the date that we will start charging if we do start charging for no shows. Director Burgard said he agrees, and the fee associated has been in discussion. Director Burgard also reported that the easter egg pool hunt brought in 100 participants, which was low compared to 300 last year. For 2025, we'll look at the event being held before Easter. He reported on upcoming lifeguard courses scheduled. At the ice center an invoice has been sent to the Dickinson Hockey Club per their agreement.

BUSINESS/FINANCE

March Financial – For informational use only. MOTIONED BY: Zach Keller; SECONDED BY: Jo Marie Kadrmias to approve the March financial as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Stevenson). Motion carried.

1st Quarter Financial Review – Executive Director Benjamin gave a presentation on the first quarter financials. He reviewed fund balances. He noted that we have made an adjustment that anything in current projects are items that the board has already acted on and future projects are things still available to be used. He reported the YTD Fund Balance at \$1,578,931.15. He reviewed the General Fund showing \$2,372,575.56 which is in line with previous years. WRCC fund is up in revenue as well as expenses. Director Rae said the increase in expenses is mostly due to personnel. The total fund balance is (\$60,352.15). He stated that we are starting to see a softness in memberships, nothing too drastic but is not increasing to keep up with the rate of keeping up with personnel expenses. He said he's not too concerned at this point in the year. He then reviewed the 2024 budget committee strategies being that the committee will look to adjust the general fund and capital betterment mill levy as needed to maintain current level of service; review fees; review part-time and full-time salaries to maintain competitiveness in the market; review insurance offerings; review all park district debt; review investments and review the financial/payroll software. Director Rae said we will be putting out an RFP for new fitness equipment and golf carts. He showed the current organizational chart. He reviewed projects that have been completed. The Dickinson Parks and Recreation Foundation was created in March 2024; Heroes Park was completed in March 2024; and Heart River Golf Course maintenance building 1 and 2 were completed in March. He said that Pleasant Valley Park playground will be replaced this fall and that we are working on the recreational trails grant and working towards the bridge RFP for the golf course. He also said the Sports Complex playground will go in soon, along with tennis renovation is set for this summer. Director Rae reported on other items in the works being that we purchased 3 new fleet vehicles; a new range ball machine; Ventrac equipment and the WRCC 20th Anniversary Open House will be on May 18.

Lakeview Park MOU – Executive Director Benjamin Rae reviewed his executive summary on the Lakeview Park MOU. He said the Stark County Park Board has approved improvements at Lakeview Park located 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. The County would maintain responsibility for funding and all current and future capital improvements. Director Rae said the staff recommendation is to approve the Memo of Understanding with the County Park Board and said this is a good opportunity for us to strengthen ties with the County Commission and Park Board.

MOTIONED BY: Zach Keller; SECONDED BY: Tim Daniel to approve the Lakeview Park MOU as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Stevenson). Motion carried.

WRIC Flooring – Executive Director Benjamin Rae said 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 have been discussing improvements in the Charbonneau arena including extended permanent flooring. This is the top priority of the hockey board and has been approved by them. Director Rae the staff recommendation is the approval of the permanent rubberized flooring installation in the Charbonneau arena before the next hockey season. The fiscal impact is \$42,000, which will be paid from the naming funds set aside for these projects. MOTIONED BY: Tim Daniel; SECONDED BY: Jo Marie Kadrmias to approve the WRIC flooring as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Stevenson). Motion carried.

Park Board Tour – Executive Director Rae said the Park Board typically likes to do a park tour in the spring. He proposed April 22 at 4:00 pm and is looking for feedback on that date. He said he will follow up with the Board on specifics.

WRCC Emergency Exit Repair Discussion – Executive Director Rae reviewed the plans for the emergency exit repairs. When we had water damage from frozen sprinkler lines, they pulled the insulation and drywall out and discovered that water was coming off the roof and into the wall cavity and probably has been for a while. We had about three construction companies but none of them wanted to touch it without engineering work being done. We contracted GTE architecture to see what could be done. Their recommendation is to build up the roof and push out 12-18 inches past edge to get away from wall, additionally recommended an additional rain gutter to extend off roof line. Project will require pulling off all brick exterior to get to damage, rebuilding damage to wall, new block wall. Director Rae said they are putting together an estimate. Contractors do not think it will exceed \$200,000. He said it was most likely a poor design of that area. Commissioner Kadrmias asked where the funds would come from. Director Rae said it will likely come out of half cent sales tax money and potentially push back other projects. This is a

priority to solve one way or the other. Do we want to find a permanent solution or just replace the rubber and see how it holds up? Discussion followed. Director Rae explained that this ended up not being an insurable item, it was built to specifications on the drawings. He said everything on the interior will be covered as part of the insurance claim on the interior. The other work that is not covered, exterior portion of drywall. President Scott Karsky said he would like to see numbers on both sides. He asked if there would be any shutdown involved. Director Rae said no shutdown will be required but we can't do any work on the interior until the water issues are resolved. It is approx. \$3,000 per month to keep the existing scaffolding. No action is required today.

Executive Director Report – Executive Director Benjamin Rae said the sports complex playground is moving forward but is working to get concrete bids. Winn construction is already doing other work at the site and is a big contributor to the project. The fee schedules for the North Complex are being looked at. The University would like us to consider raising our non-resident fee for the North Complex to match what the University charges for the sports complex. We will look at that when reviewing fees.

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

Adjournment – MOTIONED BY: Jo Marie Kadrmass; SECONDED BY: Zach Keller to adjourn the meeting at 5:10 pm. All aye, motion carried.

Park Board Special Meeting April 22, 2024

Pursuant to due call and order, the Board of Park Commissioners, Dickinson Park District, met for a Special Meeting at 4:00 pm on Monday, April 22, 2024, at the West River Community Center.

ROLL CALL: Present were Commissioners Scott Karsky, Tim Daniel, Zach Keller, Nic Stevenson. Also, present were Executive Director Benjamin Rae, Director of Buildings/Grounds Craig Pearson, Director of Recreation/Facilities Caleb Burgard, Clerk Leah Hoenke and special guest Tyler Tucker. Commissioner Jo Marie Kadrmass was absent.

PARK BOARD TOUR – Executive Director Benjamin Rae led the Park Board and staff on a tour of parks and properties throughout the Park District. The first stop was the Community Orchard at approximately 675 12th St W. Director Rae said this location has been identified as our community orchard where we will plant a variety of trees, remove old trees and re-plant new varieties. We have received a tree 50/50 matching grant for this project. The next location was Friendship Park where Director Rae reviewed potential plans for a natural surface trail, additional pavilion, sidewalk connection, extended parking lot and an additional playground. Part of the tree matching grant dollars will be used. The group then went to Hewson Park where discussion was held on baseball backstops and irrigation, and possible future detention basin for the City of Dickinson. Next was the tree nursery off 21st St undeveloped land where we will utilize the tree grant dollars. Director Rae showed Patterson Lake Game and Fish boat ramp parking area where parking improvements have been made. He discussed future trail ideas and showed the Board where the Lakeview Park that is owned by Stark County is located which we will be taking over the maintenance of. The tour moved on to the Patterson Lake Campground then moved to the Stranski/Ash Coulee Crooked Crane Trailheads. Director Rae reviewed the RTP grant, parking lot work, discussion was held on what future enhancements to the land could look like. The group reviewed the Southside boat ramp area where a future campground may be located. The tour continued at the golf course where Director Rae reviewed plans for additional golf cart storage sheds, potentially adding 11 new spots. Then the golf course maintenance building was looked at, showing the progress of revamping the area maintenance areas and future improvements. Director Rae then took the Board to Suncrest Park where discussions were held on relocating the park to a better area in the same part of town. The last location of the tour was the DSU Sandford Sports Complex and the DSU tennis courts. Director Rae reviewed progress on the playground, soccer/softball fields and tennis renovations.

ADJOURNMENT – MOTIONED BY: Nic Stevenson; SECONDED BY: Zach Keller to adjourn the meeting at 6:02 pm. Upon vote, all aye. Motion carried.

b. Claims



	April, 2024	March, 2024	April, 2023
Vouchers	\$496,236.59	\$636,957.67	\$646,775.54
Direct Bank Debit	\$15,296.75	\$15,090.42	\$13,761.08
Net Payroll (Gross Payroll Amount \$207,512.81)	\$164,020.91	\$167,208.34	\$141,312.44
TOTAL	\$675,554.25	\$819,256.43	\$801,849.06

Bravera Trust Center (PR)	\$7,625.39
Bravera Trust Center (PR)	<u>\$7,671.36</u>
Total	\$15,296.75

c. Pledged Securities



Dickinson Parks & Rec
Pledged Securities
April 30, 2024

Cusip	Maturity Date	Description	Pledged Par	Market Value
122133ND9	04/01/26	BURLINGTON WIS	460,000	450,538
216874DR5	05/01/36	COOPERSTOWN N D	470,000	360,476
343640CP1	06/01/31	FLOYD CNTY IOWA	335,000	324,236
494123BD3	08/01/33	KILLDEER N D PUB SCH DIST NO 16	705,000	672,739
605815DP1	06/15/25	MISSOULA CNTY MONT SCH DIST NO 4 HELLGAT	400,000	393,736
649568JL7	02/01/34	NEW YORK MILLS MINN INDPT SCH DIST NO 55	400,000	332,512
65408RHB0	02/01/32	NICOLLET MINN	300,000	292,113
660819AP8	12/01/33	NORTH MASON REGL FIRE AUTH WASH	300,000	279,210
675754BL8	05/01/36	ODEBOLT ARTHUR BATTLE CREEK IDA GROVE CM	490,000	486,354
766014DH4	12/01/28	RIDGEFIELD WASH	345,000	350,399
826005CB4	05/01/34	SIDNEY IOWA CMNTY SCH DIST	420,000	332,014
938119DY7	12/15/33	WASHINGTON CNTY NEB SCH DIST NO 3	740,000	551,448
347820QB1	06/01/29	FORT MADISON IOWA	370,000	399,589
978369HU3	10/01/29	WOOD CNTY WIS	320,000	349,021
057757JC1	04/01/35	BALDWIN & WOODVILLE WIS	135,000	120,768
057757JD9	04/01/35	BALDWIN & WOODVILLE WIS	165,000	124,283
082805DE9	06/01/30	BENTON CNTY ORE	375,000	321,668
		Total	6,730,000	6,141,105

6. BUILDINGS/GROUNDS

- a. Director of Buildings/Grounds Report
- b. WRCC Emergency Exit

a. Director of Buildings/Grounds Report

TO: Board of Park Commissioners

FROM: Craig Pearson, Director of Buildings/Grounds

DATE: May 8, 2024

RE: Buildings/Grounds Report

FACILITIES

Facility maintenance is diligently preparing for the upcoming 20th anniversary celebration of the community center scheduled for Saturday May 18. A special focus has been placed on enhancing the landscaping surrounding the pool and community center. We are mowing, trimming, adding new rock to our landscaped beds and preparing for the planting of flowers. With help from Brent and Steve from the ice center the outside pool looker rooms are back online, cleaned, serviced and are now operational for the season. Next week the outdoor pool prep will begin with cleaning decks, pool surfaces and reinstalling the canopies. Next week Marvin will begin filling the outdoor pool and infant wading pool to ensure both pools will be full before the weekend. Our goal is to have the outdoor pools and all slides/features operational one week prior to the June 1 opening. The leisure pool slides that were recoated last fall failed over the winter. Safe Side has been notified and they will return this summer to address these issues under warranty.

PARKS

The park maintenance staff is spread thin this time of year with every ballfield and park needing their attention. With warmer days ahead parks and ballfield irrigation systems will be charged, checked for breaks and adjusted for the season. The boat docks and the kayak launch are in the water at Patterson Lake including the two kayak launches placed in the Heart River. Scott has focused much attention on cleanup at Patterson Lake with mowing, removing dead trees and grinding stumps. So far 69 stumps have been removed with another 20 yet to grind. Once the stump grinding is complete at Patterson Lake they will move into town and start the long process of removing stumps from our parks, ball fields and trails.

GOLF COURSE

The Heart River Golf Course has successfully navigated the winter with minimal turf damage. However, the irrigation system did sustain damage, with four lateral lines affected. Two of these lines required extensive repairs, but all repairs have been completed and the irrigation is now fully operational. Additionally, a new weather station has been installed marking the final step in completing the Toro Lynx irrigation control system. The weather station plays a crucial role in optimizing water usage by assessing daily air temperatures, wind speeds and humidity levels to determine the precise amount of water needed for irrigating the golf course. The maintenance staff will focus on grinding stumps from dead trees removed this past winter to prepare for the thirty new trees that will be planted in their place this summer

b. WRCC Emergency Exit

Motion is required.

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: May 7, 2024
RE: WRCC Roof Repairs

Background Information:

The exterior CMU wall on the north stairwell has been moist and moss covered for as long as staff can remember. During the insurance renovation work on the north stairwell due to freezing of the sprinkler lines, it was discovered that water from rain and/or snow melt was running into the wall cavity. At a minimum, the water had damaged the CMU wall and moisture barrier to the extent that it must be replaced before the insurance repair work can resume.

Immediately staff contacted several contractors to provide an estimate for repair of the damage. Due to concerns over liability, none of the contractors was willing to complete any work without the recommendation of an engineer or architect. The District contracted with GT Architecture to make recommendations for repairs. GT Architecture designed a solution that included a redesign of the roof section to the south of the stairwell to move water away from the east wall of the stairwell with additional alternates to add rain gutters and snow fencing. Staff asked GT architecture whether we could just repair the damage to the prior conditions. They reported that they could not make that recommendation in their professional opinion as it would likely present the same problem in the future. It was estimated by GT Architecture that the cost would be below the \$200,000 public bid threshold. The project was separated as follows:

1. Base bid: New roof line, New East CMU wall, interior wall repairs, and removal and replacement of existing metal siding.
2. Alternate 1: Replacement of North CMU wall. Due to age, the colors will not match on the two sides of the wall if not replaced. There is some minor damage to the North CMU wall.
3. Alternate 2: Addition of gutters and downspouts.

With the design and recommendations of GT Architecture, staff requested bids from 4 companies. Arrow (who is handling the insurance work) and Tooz Construction both initially reviewed the material and declined to submit a bid. Bids from Roers Construction and Kolling & Kolling are submitted here for consideration. Both companies have expressed the ability to complete the project in a timely manner.

Staff Recommendation:

The staff recommends approval of the Roer Construction base bid and has no recommendation on the Alternate 1 and Alternate 2.

Fiscal Impact:

Up to \$200,000 which includes design work and any change orders as determined appropriate by staff.

Impacted Fund:

WRCC Improvement Fund

SEE ATTACHMENT: GT Architecture



Community
Center 04...



Building success.

MAY 9, 2024

WEST RIVER COMMUNITY CENTER EXTERIOR IMPROVEMENTS

LOCATION: DICKINSON, ND
BASED UPON PROPOSED DRAWINGS
GT Architecture dated 4-19-2024

Scope Sheet and Proposal

- Total Lump Sum Price - \$122,900.00
 - o Exclusions/Clarifications
 - Includes the following:
 - Demo
 - General Conditions – Dumpster, Temp Toilets
 - Rough Carpentry
 - Metal Roofing/Accessories
 - Excludes Bonds/Permits/License
 - Excludes Temporary Barriers
 - No Allowances included
 - Alternate #1 – \$36,180.00
 - Alternate #2 - \$23,352.00

General Exclusions/Comments

- Due to the volatile commodities market, pricing is only good for 10 days, after which pricing may be updated. Roers request that within 10 days of bid a notice of award or similar is provided.
- Roers reserves the right for a change order should one of our suppliers request one from Roers.
- Due to the ongoing nature of COVID-19, any delay in the project caused by COVID-19 or coronavirus is exempt from damages. Owner and CM agree to work with contractor should Covid-19 related issues arise.
- Per Diem will be \$75.00/Day per man, for any hourly work performed.
- Excludes any cold weather or winter conditions.
- Overtime and any night work/off hour work are not included

Kolling and Kolling Inc. General Contractors
 804 East Villard Street
 Dickinson ND 58602-1225

Main: (701)-483-8279
 Work Fax: (701)-483-3647

dustinkolling@kollingandkolling.com
 kim@kollingandkolling.com

kollingandkollinginc.com

Lic. # 4436 Class A



Budget number estimate

Estimator

Dustin Kolling
 Mobile: (701) 260-2614
 dustinkolling@kollingandkolling.com

Job Name Rec Center Exterior Updates
 Job Number 10083
 Issue Date May 6, 2024
 Valid Until June 5, 2024

Customer or Owners Rep.

Marvin Dahl
 Dickinson Rec Center

Job Site

Dickinson Rec Center

Item	Quantity	Unit Price	Amount
14 - Alternate 1	1 Ea	\$30,470.00 / Ea	\$30,470.00
15 - Alternate 2	1 Ea	\$65,340.00 / Ea	\$65,340.00
16 - Alternate 3 install heat tape at all new gutters and down spouts	1 Ea	\$0.00 / Ea	\$0.00
17 - Base Bid	1 Ea	\$192,929.00 / Ea	\$192,929.00
Price			\$288,739.00

Date 5/6/24

Dustin Kolling
 Kolling and Kolling Inc. General Contractors

Date

Marvin Dahl
 Dickinson Rec Center

6. RECREATION/FACILITIES

- a. Director of Buildings/Grounds Report
- b. Fitness Equipment RFP
- c. YUM Outdoor Pool Agreement

a. Director of Recreation/Facilities Report

TO: Board of Park Commissioners
FROM: Caleb Burgard, Director of Recreation/Facilities
DATE: May 7, 2024
RE: Recreation/Facilities Report

Patterson Lake Recreational Area

Modern Campground opened for season Monday, April 29th. Patterson Lake staff orientation Wednesday, May 8th. Primitive campground and informational booth open Monday, May 20th.

Heart River Golf Course

Have 749 total season passes (428 in April 2023) and had 1,728 total April rounds recorded. Still actively receiving inventory and training new staff. JV middle school meet, DHS boys meet, firefighter auxiliary scramble, Dickinson chapter API scramble, and class "B" regional golf tournament all upcoming in May. New tee time guidelines update will verbally be given.

West River Community Center

We have 6,659 total memberships (5,908 annual, \$479,770.62 YTD Annual), compared to 6,282 (5,543 annual, \$415,153.57 YTD Annual) in April 2023. Parent & Me swim lessons May 6th – 17th. Lifeguard Certification Course scheduled for May 17th-19th. WRCC 20th anniversary celebration Saturday, May 18th. Outdoor Pool opens June 1st, weather permitting.

West River Ice Center

Summer public ice open skate begins Friday, May 31st. Off-ice vendors/exhibits this month include: Roughrider RV show, SWDHU Kids Health & Safety Fair, Touch-a-Truck, and Gooseneck Implement event.

Dickinson Parks and Recreation

Adult 4v4 Spring Women's volleyball league has 22 teams. Summer Golf League we had 46 men's Monday teams, all 26 women's Wednesday (8 new women's waitlisted teams), and 22 men's Thursday teams return (10 new men's waitlisted teams, so accommodated 4 from the waitlist). Adult Softball league we have 9 women's (9 in 2023), 23 men's (26 in 2023), and 20 coed teams (18 in 2023). USA Softball of ND umpire's clinic Wednesday, May 8th. Sand Volleyball we have 14 women's (9 in 2023), and 11 coed teams (8 in 2023). 2024 spring/summer activity guide available now, programs are filling up fast. Working on submitting 2024-2025 Fall/Winter programming content for activity guide. Still hiring for various part time/seasonal positions. Updated all softball/baseball field schedules for the summer season. Youth programs staff orientation scheduled for May 28th and 29th. Other upcoming May/June 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, strongkids, youth track and field meet, and touch-a-truck. Submitted NRPA Million Coaches Challenge Grant. Officially awarded to host the NDRPA 2026 State Conference.

b. Fitness Equipment RFP

Motion is required.

TO: Board of Park Commissioners

FROM: Caleb Burgard, Director of Recreation/Facilities

DATE: May 7th, 2024

RE: WRCC Fitness Equipment Bid

Background Information:

The West River Community Center currently purchases new fitness equipment every 5 years. We have money budgeted for smaller equipment purchases each fiscal year, however this new fitness equipment purchase replaces older cardio, strength, and selectorized equipment. Staff assesses equipment mileage, maintenance issues, and other determining factors when considering potential replacements. Members were also encouraged to provide specific equipment recommendations throughout this process. The requests we received included: more treadmills, hack squat, glute trainer, NuStep, and rowers. We currently have 158 total pieces of equipment on the main fitness levels, with 29 scheduled to be replaced/upgraded.

Staff Recommendation:

Approve bid documents as presented.

Fiscal Impact:

\$43,000 currently budgeted for 2024 with an annual payment of \$42,899.36. \$50,000 anticipated budget for 2025 and beyond.

Impacted Fund:

West River Community Center General Fund.



2004 Fairway St, Dickinson ND, 58601

701.456.2074

dprd@dickinsonparks.org

dickinsonparks.org



REQUEST FOR BIDS

Dickinson Parks and Recreation will receive sealed bids for Fitness Equipment. All bids will be received by the Board of Park Commissioners of Dickinson Parks and Recreation, 2004 Fairway Street, Dickinson, ND 58601, until 3:00 pm, Thursday, June 13, 2024. All bids shall be sealed and endorsed "WRCC Fitness Equipment Bid." Bids must be submitted on forms furnished by Dickinson Parks and Recreation and in accordance with specifications and conditions therein contained. Copies of bid forms and general specifications may be obtained from Dickinson Parks and Recreation. The Board of Park Commissioners of Dickinson Parks and Recreation reserves the right to hold all bids for a period of thirty (30) days after the date fixed for the opening thereof and reject any or all bids and to waive irregularities whenever it is for the best interest of Dickinson Parks and Recreation. For further information please contact the Director of Recreation/Facilities, Caleb Burgard at 701-456-2074.

Dated this 20th day of May, 2024

Legal Publication:
Wednesday, May 22, 2024
Wednesday, May 29, 2024
Wednesday, June 5, 2024

c. YUM Outdoor Pool Agreement

Motion is required.

WEST RIVER COMMUNITY CENTER CONCESSIONS LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this 13th day of May, 2024 by and between the Dickinson Park District (hereafter "District") and Dave Ouellette (hereafter "Concessionaire"), 1674 15th St W, Dickinson, ND 58601.

PURPOSE: To grant to the Concessionaire the exclusive right to operate YUM frozen soft serve yogurt for members and guests at the West River Community Center for the Dickinson Park District 2024 Outdoor Pool season.

LEASED PREMISES: The concession area in the maintenance/storage area located at the West River Community Center Outdoor Pool, 2004 Fairway Street, Dickinson, ND.

TERM OF LEASE: Shall be from June 1, 2024 through August 31, 2024. During this season the facility shall be operated by Concessionaire for regularly scheduled Dickinson Park District Outdoor Pool hours, 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 30% of the concession proceeds, after deductions for state sales taxes collected, and such other deductions allowed from time to time by the Recreation/Facilities Manager of Dickinson Park District. Concessionaire shall provide monthly financial information to the Recreation/Facilities Manager by the 10th day of the following month. **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 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

Dave Ouellette, Concessionaire (YUM Froyo & More)

8. BUSINESS/FINANCE

- a. April Financial
- b. 2023 Audit Contract
- c. Darell Spriggs Agreement
- d. Discussion on District and Foundation Interaction
- e. Approval for Foundation to Fundraise for DSU Tennis Addition
- f. Executive Director Report
- g. Legal Counsel Report

a. April Financial

Motion is required.



April-Financial-2024

Dickinson Parks and Recreation
Balance Sheet
As of 4/30/2024

	Y-T-D AMOUNT <u>2024</u>	Y-T-D AMOUNT <u>2023</u>	Y-T-D AMOUNT <u>2022</u>
Current Assets:			
Cash in Bank - Revenues (Operating)	\$5,975,113.97	\$5,145,903.94	\$4,748,732.01
Cash in Bank - Revenues (Merchant)	20,079.47	8,252.14	1,972.99
Cash in Bank - Revenues (Payroll)	0.00	(2.92)	(2.92)
Party Cash	5,215.00	2,085.00	1,685.00
Prepaid Insurance Premiums	17,288.20	23,022.09	23,257.19
Total Cash and Investments	6,024,676.64	5,177,945.24	4,769,629.25
Accounts Receivable:			
Due from Employees	(870.89)	(222.22)	(722.12)
NSF Checks	450.00	0.00	0.00
Total Accounts Receivable	(210.89)	(222.22)	(722.12)
Total Assets	6,024,465.75	5,176,945.26	4,769,045.13
Liabilities:			
Accounts Payable	0.00	0.00	(290.94)
Federal WH & FICA Taxes Payable	0.00	0.00	0.00
State Taxes WH Payable	228.00	1,192.00	1,042.00
Child Support WH Payable	0.00	0.00	0.00
Garnishments WH Payable	0.00	0.00	0.00
Fees Spending Account WH Payable	7,422.26	7,242.21	7,222.26
Medical Insurance WH Payable	11,773.21	12,462.82	27,075.21
Dental/Vision Insurance WH Payable	1,468.25	1,082.78	2,048.09
Life Insurance WH Payable	24.27	182.02	182.72
Retirement WH Payable	0.00	0.00	0.00
Deferred Comp WH Payable	0.00	0.00	0.00
United Way Contribution WH Payable	200.00	212.00	227.00
Tanning Excise Tax Payable	72.72	17.57	47.82
Total Liabilities	21,262.22	22,499.21	27,762.22
Fund Balances:			
Beginning Fund Balances			
Parks & Recreation General Fund	1,400,702.22	1,138,812.52	918,921.22
Parkson Lake Fund*	0.00	170,067.02	170,067.02
West River Community Center Fund	0.00	0.00	0.00
Capital Equipment Fund	227,224.28	264,170.25	227,042.22
Special Assessment Fund	2,222.22	2,217.01	2,224.22
Emergency Fund	470,133.22	100,082.22	100,082.22
Current Projects Fund	211,204.10	424,732.72	216,200.00
Future Projects Fund	121,007.21	121,007.21	141,707.22
Parks & Facilities Replacement Fund*	0.00	2,282.22	18,821.22
Park Land Development Fund	407,042.02	407,041.22	1,281,822.22
Dickinson Park Dist Foundation Fund	25,200.00	25,200.00	25,200.00
West River Improvement Fund	422,770.22	12,242.21	12,242.21
Total Beginning Fund Balances	3,719,712.22	3,221,821.22	3,222,912.22
Revenue Over Cash Expenditure	2,222,277.21	2,222,277.22	222,271.22
Total Fund Balances	6,024,021.72	5,121,247.65	4,748,222.77
Total Liabilities and Fund Balances	6,024,465.75	5,176,945.26	4,769,045.13

Dickinson Parks and Recreation
Fund Balance Report
As Of 4/30/2024

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT
	2024 BUDGET	4/30/2024	2024	2023
General Fund:				
Total Revenue	\$2,973,450.00	\$280,267.09	\$2,808,928.36	\$2,121,560.14
Total Expenses	<u>(2,245,153.00)</u>	<u>(226,267.87)</u>	<u>(1,475,826.57)</u>	<u>(1,026,247.86)</u>
Net Income/(Loss)	\$728,297.00	154,000.15	1,333,101.79	1,095,312.28
Beginning Balance 1-1	0.00	0.00	1,408,702.93	1,158,518.53
General Fund Balance	<u>\$728,297.00</u>	<u>154,000.15</u>	<u>2,539,894.72</u>	<u>2,249,830.81</u>
Parkson Lake Fund:				
Total Revenue	0.00	0.00	0.00	0.00
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	0.00	170,067.02
Parkson Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>170,067.02</u>
West River Community Center Fund:				
Total Revenue	2,422,824.00	120,267.87	778,266.91	894,130.27
Total Expenses	<u>(2,422,824.00)</u>	<u>(121,146.87)</u>	<u>(221,421.16)</u>	<u>(726,223.57)</u>
Net Income/(Loss)	288.00	(779.90)	(543,154.25)	(40,253.80)
Beginning Balance 1-1	0.00	0.00	0.00	0.00
West River Community Center Fund Balance	<u>288.00</u>	<u>(779.90)</u>	<u>(543,154.25)</u>	<u>(40,253.80)</u>
Capital Equipment Fund:				
Total Revenue	497,214.00	(240,846.05)	160,220.41	420,136.21
Total Expenses	<u>(497,214.00)</u>	<u>0.00</u>	<u>(7,449.82)</u>	<u>(122,220.41)</u>
Net Income/(Loss)	0.00	(240,846.05)	152,770.59	538,356.62
Beginning Balance 1-1	0.00	0.00	227,224.36	264,170.05
Capital Equipment Fund Balance	<u>0.00</u>	<u>(240,846.05)</u>	<u>300,094.95</u>	<u>692,426.67</u>
Special Assessments Fund:				
Total Revenue	0.00	0.00	4.08	0.40
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	0.00	0.00	4.08	0.40
Beginning Balance 1-1	0.00	0.00	2,924.21	2,217.01
Special Assessments Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>2,928.29</u>	<u>2,217.41</u>
Emergency Fund:				
Total Revenue	0.00	0.00	14,021.27	0.00
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	0.00	0.00	14,021.27	0.00
Beginning Balance 1-1	0.00	0.00	476,155.66	100,266.82
Emergency Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>490,176.93</u>	<u>100,266.82</u>
Current Projects Fund:				
Total Revenue	0.00	227,263.91	821,013.91	478,000.00
Total Expenses	<u>0.00</u>	<u>(25,416.18)</u>	<u>(202,242.78)</u>	<u>(226,243.43)</u>
Net Income/(Loss)	0.00	201,847.73	618,771.13	151,756.57
Beginning Balance 1-1	0.00	0.00	511,604.10	464,726.73
Current Projects Fund Balance	<u>0.00</u>	<u>201,847.73</u>	<u>849,772.26</u>	<u>616,483.30</u>
Future Projects Fund:				
Total Revenue	0.00	2,000.00	47,673.75	(10,000.00)
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	0.00	2,000.00	47,673.75	(10,000.00)
Beginning Balance 1-1	0.00	0.00	181,007.81	121,007.81
Future Projects Fund Balance	<u>0.00</u>	<u>2,000.00</u>	<u>208,681.56</u>	<u>111,007.81</u>
Parks & Facilities Replacement Fund:				
Total Revenue	0.00	0.00	0.00	266,219.70
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	0.00	0.00	0.00	266,219.70
Beginning Balance 1-1	0.00	0.00	0.00	5,969.22
Parks & Facilities Replacement Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,235.92</u>

Dickinson Parks and Recreation
Fund Balance Report
As Of 4/30/2024

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT
	2024 BUDGET	4/30/2024	2024	2024
Park Land Development Fund:				
Total Revenue	0.00	0.00	7,769.59	0.00
Total Expenses	0.00	0.00	0.00	7.19
Net Income/(Loss)	0.00	0.00	7,769.59	7.19
Beginning Balance 1-1	0.00	0.00	407,049.09	407,041.99
Park Land Development Fund Balance	0.00	0.00	414,818.67	407,049.09
Dickinson Park Dist Foundation Fund:				
Total Revenue	0.00	20.00	20.00	0.00
Total Expenses	0.00	(1,160.00)	(1,160.00)	0.00
Net Income/(Loss)	0.00	(1,140.00)	(1,140.00)	0.00
Beginning Balance 1-1	0.00	0.00	22,500.00	22,500.00
Dickinson Park Dist Fnd Fund Balance	0.00	(1,140.00)	21,360.00	22,500.00
West River Improvement Fund:				
Total Revenue	0.00	528,748.50	527,729.50	497,927.00
Total Expenses	0.00	0.00	(10,710.00)	(51,140.00)
Net Income/(Loss)	0.00	528,748.50	547,039.47	568,197.00
Beginning Balance 1-1	0.00	0.00	408,770.09	12,642.91
West River Improvement Fund Balance	0.00	528,748.50	536,729.50	569,839.91
All Funds Total Revenue	0.00	1,227,496.50	4,617,610.69	4,539,025.69
All Funds Total Expense	(2,274,271.80)	(228,222.90)	(2,502,432.97)	(2,330,228.80)
Total Fund Balances	22,533.00	710,445.16	8,009,061.79	5,151,947.85
All Funds Total Profit/(Loss)	22,533.00	710,445.16	5,566,977.91	5,569,826.89

b. 2023 Audit Contract

Motion is required.

TO: Board of Directors

FROM: Benjamin Rae, Executive Director

DATE: December 29, 2022

RE: 2023 Audit Contract

Background Information:

The District has contracted with Haga Kommer Certified Public Accountants for several years to handle the annual financial audit as required by North Dakota Code. They have done great work over the years and have been responsive to staff requests and have shown a willingness to come present to the board as needed. Additionally, they are well versed in the business of the District which uniquely qualifies them to recommend needed operational changes.

Staff Recommendation:

Staff recommends approval of the contract to Haga Kommer CPA to handle the 2023 District audit.

Fiscal Impact:

\$20,600 – a \$1,000 (5%) increase from the prior year

Impacted Fund:

General Fund



Audit-Contr
act-2023

April 16, 2024

Dickinson Parks and Recreation
Park Board and Management
2004 Fairway Street
Dickinson, North Dakota 58603

We are pleased to confirm our understanding of the services we are to provide Dickinson Parks and Recreation for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements – modified cash basis - of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Dickinson Parks and Recreation as of and for the year ended December 31, 2023.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and **Government Auditing Standards** will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with **Government Auditing Standards**.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in **Government Auditing Standards**, issued by the Comptroller General of the United States, and will include tests of your accounting records of Dickinson Parks and Recreation and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and **Government Auditing Standards**, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, **Government Auditing Standards** do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and **Government Auditing Standards**. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of control is a significant risk according to GAAS
- Improper revenue recognition is a significant risk according to GAAS

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and

detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to **Government Auditing Standards**. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and **Government Auditing Standards**.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Dickinson Parks and Recreation's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to **Government Auditing Standards**.

Other Services

We will also assist in preparing the financial statements and related notes of Dickinson Parks and Recreation in conformity with the modified cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under **Government Auditing Standards** and such services will not be conducted in accordance with **Government Auditing Standards**. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and

grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis. These disclosures include (1) a description of the modified cash basis, including a summary of significant accounting policies, and how the modified cash basis differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and **Government Auditing Standards**.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant audit findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare any confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to Dickinson Parks and Recreation; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Huga Kommer, Ltd. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of North Dakota or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Huga Kommer, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Lynnel Rude is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$20,400. This fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit and that your financial statements have been corrected for prior year audit adjustments. Significant additional time may be billed separately. Our invoices for these fees will be rendered as work progresses and these invoices are payable on presentation. Work may be suspended for invoices outstanding over 30 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You

will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Reporting

We will issue a written report upon completion of our audit of Dickinson Parks and Recreation's financial statements. Our report will be addressed to "management and those charged with governance" of Dickinson Parks and Recreation. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by **Government Auditing Standards**. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with **Government Auditing Standards** in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Dickinson Parks and Recreation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in **Government Auditing Standards** may not satisfy the relevant legal, regulatory, or contractual requirements.

If you intend to publish or otherwise reproduce the financial statements that make reference to our firm name, you agree to provide us with printer's proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Government Auditing Standards require that our most recent external peer review be available to you. Our 2021 report is available upon request and it indicates we received a pass rating which is the highest available.

We appreciate the opportunity to be of service to Dickinson Parks and Recreation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us. This proposal is valid for **30 days** from the date of this letter.

Sincerely,

Haga Kommer, Ltd.

Haga Kommer, Ltd.

www.HagaKommer.com

RESPONSE:

This letter correctly sets forth the understanding of Dickinson Parks and Recreation.

Management:

By: _____

Title: _____

Date: _____

Park Board:

By: _____

Title: _____

Date: _____

Time frame when you expect your records to be ready: _____

Do you have a deadline for completion of the audit? _____

All records for audit should be available a minimum of eight weeks prior to your deadline. If records are not available at that time, we cannot guarantee meeting your deadline or may add a 15% surcharge to meet your deadline.



c. Darell Spriggs Agreement

Motion is required.

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: May 8, 2024
RE: Darell Spriggs Use Agreement

Background Information:

In 1999, the District sold property to Jerry Mayer south of the parks shop to build a home. As part of the process, Jerry agreed to mow the vacant property owned by the Park District to the west of his home and south of the park shop in exchange for a variance to build closer to the property line than was allowed by code. The variance was recorded, but no written agreement was signed for the grass area maintenance. Over time, Jerry added an additional shed that was partially located on Park District property. I was made aware of the situation when Jerry's home was put up for sale and have taken steps to protect the park district from unauthorized encroachment on district property. As such, when the home was recently purchased by Darell Spriggs, I met with Darell and offered to allow the parking/shed concrete pad to stay so long as they would agree to maintain the adjoining property. The District has no current or future plans for the property.

Staff Recommendation:

The staff recommends approval of the Darell Spriggs Land Use Agreement.

Fiscal Impact:

No direct cost, however, it saves the parks staff from needing to maintain the property.

Impacted Fund:

General Fund

LAND USE LICENSE AGREEMENT

This Land Use License Agreement ("Agreement") is made this _____ day of _____, 2024 (the "Effective Date"), by and between the **PARK DISTRICT OF THE CITY OF DICKINSON**, of 2004 Fairway Street, Dickinson, North Dakota 58601 (hereinafter the "Licensor") and **DARELL AND KRISTINA SPRIGGS**, of 523 2nd Street SW, Dickinson, ND, 58601 (hereinafter collectively "Licensee"). The Licensor and Licensee may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, The Licensor is the owner of certain real property located at 549 West Broadway, Dickinson, ND 58601 and generally depicted in Exhibit A (the "Licensed Property").

WHEREAS, Licensee is the owner of certain real property located at 523 2nd Street SW, Dickinson, North Dakota.

WHEREAS, Licensee currently has a non-permanent shed and concrete pad which is located, in part, on the Licensed Property by and through permission of the Licensor.

WHEREAS, the Licensee desires, and Licensor hereby agrees, to allow Licensee

the limited and continued use of the Licensed Property pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Revocable License Grant.** Licensors hereby grants Licensee a non-exclusive, non-transferable, non-assignable, revocable right of entry onto and license to use the Licensed Property for the limited purposes described in Section 2.
2. **Limited Rights.** The Parties agree that this Agreement provides Licensee with a right of access to and use of the Licensed Property for certain purposes necessary and incidental to Licensee's use of the non-permanent shed on the Licensed Property and maintenance of the Licensed Property. The Parties hereby acknowledge and agree that nothing herein shall be construed to be a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Licensed Property. Licensee further acknowledges that if Licensee uses the Licensed Property in a manner that does not fall within the limited scope of this Agreement Licensee's actions shall be construed as trespassing, unless such uses are otherwise previously agreed to in writing by Licensor.
3. **As-Is; No Representation as to Suitability.** Licensee acknowledges that Licensor has not made any representations or warranties, express or implied, concerning any aspect of the Licensed Property, including its fitness for Licensee's purposes. Licensee disclaims any such representations or warranties, and hereby acknowledges that the Licensed Property is being licensed "as is."
4. **Inspection.** Licensee acknowledges that Licensor may enter the Licensed Property at all times to inspect activities on and the condition of the Licensed Property.
5. **Maintenance and Repairs.** Licensor shall have no responsibility to Licensee, and shall not be required to provide any services or make any repairs or restorations to the Licensed Property. Licensee shall maintain and shall promptly perform any and all repairs necessary to maintain the Licensed Property in as good a condition as the Licensed Property was in as of the Effective Date. Licensee's obligation to maintain the Licensed Property specifically requires Licensee to cut and care for the grass and trees on the Licensed Property. [\[KH1\]](#)
6. **Indemnification.** The Licensor shall not be liable for any injury or damages to persons or property sustained by the Licensee or by other persons, including, but not limited to, guests of the Licensee to the Licensed Property, or any part thereof. The Licensee shall defend, indemnify, and hold the Licensor harmless against any and all claims, damages, and lawsuits arising after the Effective Date of this Agreement, and any orders, decrees, or judgments which may be entered therein, brought for damages resulting from any injury to person or property, or from loss of life sustained in or about the Licensed Property, unless caused by the gross negligence or willful misconduct of Licensor.
7. **No Improvements.** Except for the existing non-permanent shed and concrete pad, Licensee hereby agrees not to erect, place or construct, nor permit to be erected, placed or constructed, any building, improvement, or other structure, whether permanent or temporary, on the Licensed Property.
8. **Abandoned Property.** Upon revocation of this Agreement and the underlying license,

Licensee shall promptly remove Licensee's non-permanent shed from the Licensed Property and repair any damage to the Licensed Property. Notwithstanding the foregoing, Licensee hereby agrees that any personal property improperly stored and discovered on the Licensed Property after the revocation of the license shall be considered abandoned. All abandoned property may be disposed of by the Licensor and Licensee shall be liable for all expenses related to the disposal of such abandoned property.

9. **Compliance with all laws.** Licensee hereby agrees to abide by all applicable laws, regulations, and ordinances incidental to his use of the Licensed Property.
10. **Duration.** This Agreement and the rights granted herein shall commence on the Effective Date and terminate upon revocation by Licensor as allowed pursuant to Section 11.
11. **Revocation.** Notwithstanding any other provision of this Agreement or any course of performance under this Agreement, Licensor shall have the right to freely revoke the license at any time by giving written notice to Licensee. Such revocation will be effective five (5) days after receipt of Licensor's notice. Licensee further acknowledges that such revocation by Licensor may be with or without cause.
12. **Amendment.** This Agreement may only be amended or modified, upon the written consent of all Parties hereto.
13. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of North Dakota.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no oral understandings or agreements other than those set forth herein.
15. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the undersigned, their successors and assigns.
16. **Time is of the Essence.** The Parties agree that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on or as of the Effective Date set forth above.

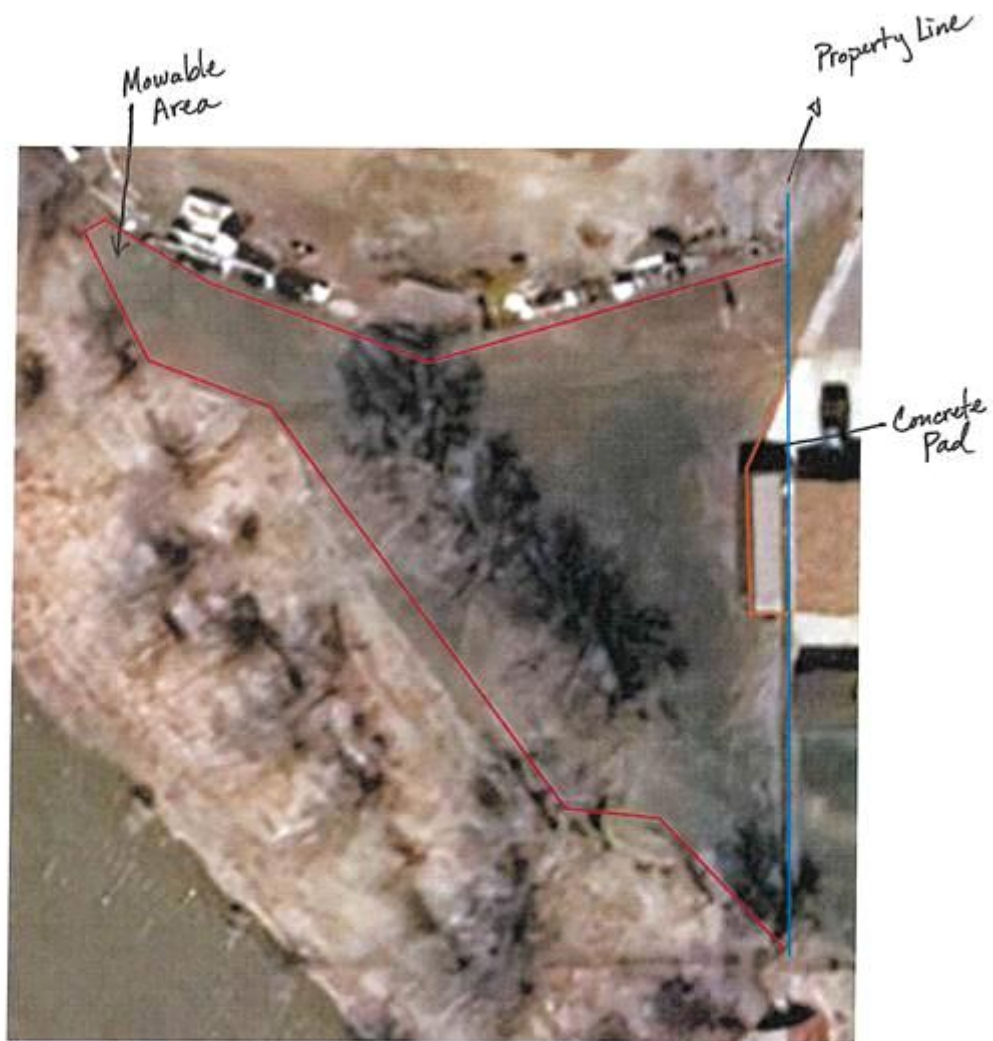
PARK DISTRICT OF THE CITY OF DICKINSON

By:
Benjamin Rae, its Executive Director

Darell Spriggs

Kristina Spriggs

Exhibit A



[KH1] This can be deleted if Licensee opts for the \$100 monthly payment.

d. Discussion on District and Foundation Interaction

TO: Board of Directors

FROM: Benjamin Rae, Executive Director

DATE: May 6th, 2024

RE: District Park District and Dickinson Parks Foundation

Background Information:

It is important to clarify the roles of each entity when a foundation is formed to solely benefit a single public entity. The District Board must consider the following items:

1. Since the Parks Foundation only supports the Parks District, a public entity, the Parks Foundation is subject to open records requests and open meeting requirements. However, donor information is exempt from records requests.
2. The Parks District cannot make donations directly to the Parks Foundation. Prior to knowing this, we used \$500 from the Parks District to open a checking account. No money was spent, and we have since returned that money to the Parks District.
3. Parks District employees and materials may be used to support the Parks Foundation so long as they are approved by the Parks District. Examples of this may be using district space, materials, accounting software, legal services, marketing, etc. The long-term goal is to have the Parks Foundation be less reliant on the Parks District.
4. The Parks Foundation may not have a mission contrary to the strategic plan of the Parks District.
5. The Parks District must approve any capital fundraising conducted by the Parks Foundation.
6. The Parks District must approve the use of the District logo, name, or any other intellectual property.
7. The Parks District should adopt a conflict-of-interest policy for the Parks Foundation governing body.
8. The Parks Foundation is required in the Articles of Incorporation to have the Parks District Executive Director as an ex officio member of the board. This meets the requirement to have representation from the Parks District.

e. Approval for Foundation to Fundraise for DSU Tennis Addition

Motion is required.

TO: Board of Directors

FROM: Kara Visger, President, Dickinson Parks Foundation

DATE: May 6th, 2024

RE: DSU Tennis Court Fundraising

Background Information:

The Dickinson Parks and Recreation Foundation must seek approval from the Dickinson Parks and Recreation District before initiating any capital fundraising project. The Parks Foundation would like to begin soliciting donations for Phase 2 of the DSU Tennis Court project to include adding 2 additional courts, additional sidewalk, and other facility amenities.

Staff Recommendation:

The staff recommends approval of the request to begin a formal capital fundraising project for the DSU Tennis Courts.

Fiscal Impact:

None

Impacted Fund:

None

f. Executive Director Report

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: May 6, 2024
RE: Executive Report

Sports Complex Updates:

Playground Installation is in progress
Soccer fields will be playable by August 2024.
Expected completion: Spring 2024

Crooked Crane Trail Phase 2:

I have meetings scheduled with BNSF, the City of Dickinson, Water Resources, and an engineering firm to determine if the project is still viable. The City has indicated that they still have their funding match for the project. We will decide by August if the project can move forward or if we need to release the grant funds back to the state.
\$1.2 million from the Outdoor Heritage Fund Grant

Staffing Updates:

Full-Time: One park maintenance position open. We will fill in the fall and will fill in with seasonal staff in the interim – we have a candidate selected that can start in the fall. One facility maintenance position is open, but we have a good candidate and expect to fill the position.
Part-Time: Parks filled, golf needs 1 additional, filled 6 lifeguard positions last week but still need more

Hole #17 Bridge:

Engineering work is delayed due to the results of the soil survey. The results indicate the need for an alternative pier design. Due to the change, the bridge selection is being redesigned to fill the soil conditions.
Bid documents in process.

Marathon Petroleum Grant:

RTP grant for \$161,000 submitted. Presented to the committee in late April. 20 projects totaling \$3.5 million are vying for \$1 million in funding.
Working with Game and Fish on Interpretive Signage.

Cold Weather Damage:

Repairs at the WRIC are complete except cabinets which are being built currently.

Repairs at the WRCC are on hold while we work with contractors to determine how to repair the roof and wall cavity.

Other:

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

*We have had lighting issues twice in the last couple of weeks at DCBT field. We will be working on long-term solutions which may include new poles, new LED lights, and new wiring.

*We are beginning the process of translation our front-end WRCC information documents into Spanish due to a large increase in demand.

*We hosted a free employee health screening in April as part of our strategy to control health insurance premiums. 10% of our members account for over 70% of the district health insurance liability.

*The price of the flooring for the Charbonneau arena is coming in several thousand dollars under budget as approved by the board last month – as much as \$8,000 under budget.

*The NRPA National Conference is October 8-10 in Atlanta, GA. Each year the park district sends 1-3 people to the conference. We would likely take 3 this year since 3 are allowed on stage for the Gold Medal Finalist banquet. As we learned last time, they will also do a presentation of the Gold Medal plaque in Dickinson that can be attended by all staff members.

*After discussion with other park districts and Randy, we have determined that Randy will only attend board meetings if we feel there are any items that would require legal counsel. Otherwise, all materials will be reviewed prior to the meeting.

g. Legal Counsel Report

Legal Counsel Report if needed.

10. ADJOURNMENT