

Park Board Agenda



Dickinson Parks & Recreation - Park Board Meeting

4:00 pm, Monday, March 11, 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. SPECIAL APPEARANCE

- a. Jacob Shypkowski – 10 year award
- b. Mike Rademaker – 5 year award

6. CONSENT AGENDA

- a. Minutes
- b. Claims
- c. Pledged Securities
- d. Dickinson Diamonds Agreement
- e. Dickinson Diamonds Concessions Agreement
- f. Dickinson Baseball Club Agreement
- g. Mustang Baseball Club Agreement
- h. Mustang Baseball Club Concessions Agreement
- i. Dickinson Hockey Club Agreement
- j. Dickinson Hockey Club Concessions Agreement

7. BUILDINGS/GROUNDS

- a. Director of Buildings/Grounds Report

8. RECREATION/FACILITIES

- a. Director of Recreation/Facilities Report
- b. Dickinson Public Schools Facility Usage Agreement

9. BUSINESS/FINANCE

- a. February Financial
- b. 2024 PT Wage Adjustments
- c. Executive Director Report
- d. Legal Counsel Report

10. ADJOURNMENT

5. CONSENT AGENDA

Combined motion for all items.

- a. Minutes
- b. Claims
- c. Pledged Securities
- d. Dickinson Diamonds Agreement
- e. Dickinson Diamonds Concessions Agreement
- f. Dickinson Baseball Club Agreement
- g. Mustang Baseball Club Agreement
- h. Mustang Baseball Club Concessions Agreement
- i. Dickinson Hockey Club Agreement
- j. Dickinson Hockey Club Concessions Agreement

a. Minutes

Park Board Meeting February 12, 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, February 12, 2024, at the West River Community Center.

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

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was given.

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

CONSENT AGENDA – MOTIONED BY: Tim Daniel; SECONDED BY: Nic Stevenson to approve the Consent Agenda items as presented, which includes the Park Board meeting minutes from January 8; January Claims in the amount of \$458,680.06 and the Pledged Securities. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

2022 AUDIT REPORT – Lynelle Rude from Haga Kommer was available to talk about the audit process and their findings. She reviewed pages 2-4, which is the independent auditors report and said they issued a clean opinion. She reviewed the audit report that was provided to the Board. President Scott Karsky said it seems like we are doing a pretty good job, and he doesn't see anything we need to address. He thanked Lynelle for her presentation and entertained a motion. MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Zach Keller to approve the audit report for the year ending on December 31, 2022. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

STATE 9TH ADDITION REZONE REQUEST – Executive Benjamin Rae reviewed the State 9th Addition Rezone Request. He said through the City code, the Park Board has the discretion to determine whether to accept 7% of land as park dedication or cash in lieu. He said Venture Homes is requesting a replat of 55,578 sq ft of State 9th Addition to the R3 designation. The Board has the option of accepting 0.089 acres of land or \$8,336.70 cash in lieu. Executive Director Rae said given the location's proximity to the community center and other parks, staff recommends accepting the cash in lieu. Aaron Grinstein from Venture Homes was present to answer any questions. Commissioner Nic Stevenson asked him to explain the rezoning. Mr. Grinstein said they purchased the lots west of Sanford that is currently zoned as commercial, they are rezoning the south to R3, which is less restrictive on the required buffer yard. He said the area will most likely have a few twin homes and single-family homes. Commissioner Jo Marie Kadrmas said cash makes more sense in that area. MOTIONED BY: Zach Keller; SECONDED BY: Tim Daniel to approve the cash in lieu of \$8,336.70 for the State 9th Addition Rezone Request. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

BUILDINGS/GROUNDS

Director of Buildings/Grounds Report – Director Craig Pearson provided a written report. He added that outdoor rinks may be unusable for the remaining of the season, it looks like the Eastside Complex is unskateable and we will try to do one more flood at Optimist if weather permits. Discussion followed.

Fleet Vehicle Replacement – Director of Buildings/Grounds Craig Pearson reviewed the possible purchase of 3 new vehicles for the Park District. He said the average age of our current vehicles is 27 years old. Staff feels that we need to begin incrementally replacing our oldest fleet vehicles. Charbonneau Car Center has vehicles on-hand that meet the needs of the Park District. Pricing on the vehicles is contingent on financing through GM Financial. Discussion followed on mileage and how we use our vehicles. Director Pearson said we don't put a lot of miles, but the downside is we have purchased used vehicles, and the issue is to keep up with maintenance and keep them running. The staff recommendation is to approve using GM Financial for a 4-year municipal lease for 3 replacement fleet vehicles. MOTIONED BY: Nic Stevenson; SECONDED BY: Zach Keller to approve the proposal for municipal lease purchase from GM Financial in the amount of \$33,839.14 for 4 years. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

RECREATION/FACILITIES

Director of Recreation/Facilities Report – Director Caleb Burgard provided a written report. He added that we received the USTA national funding grant of \$28,750. The intent is to use it for a phased project to resurface the 4 courts at the DSU tennis courts. He also said our Matrix rep will be here to do a walk-through of the facility to explore new equipment and dissect existing equipment. He said ultimately, we will go out to RFP for new fitness equipment. Commissioner Jo Marie Kadrmas commented that it is great news on the tennis grant. Discussion followed. Commissioner Zach Keller asked how things are going with the pickleball round robins. Program Supervisor, Hannah Pepich said it is going well with good attendance.

BUSINESS/FINANCE

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

Resolution for Renaming Memorial Park – President Scott Karsky said we are renaming the park to Veterans Memorial Park and read the resolution as follows. RESOLUTION NO. 1- 2024 - A

RESOLUTION AMENDING THE NAME OF MEMORIAL PARK.

BE IT RESOLVED, that Dickinson Parks and Recreation hereby changes the name of that park known as “Memorial Park” to “Veterans Memorial Park”, and that Benjamin Rae, in his capacity as Executive Director of Dickinson Parks and Recreation, is hereby authorized and directed to take all necessary action, and to execute all necessary documents, to carry forward this resolution. Dated this 12th day of February 2024.

MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Zach Keller to adopt Resolution No. 1-2024. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

2023 Budget Amendments – Executive Director Benjamin Rae recommended the following budget amendments.

Capital Betterment Fund – Budget amount of \$473,775 amended to -\$162,361.43.

Current Project Fund – Budget amount of \$0 amended to \$1,405,297.55 for Friendship Park, baseball turf, Heroes Park, HRGC cart storage and irrigation projects.

Parks & Facilities Replacement Fund – Budget amount of \$0 amended to \$396,819.70 due to WRCC 2022 shortfall reimbursement.

West River Expansion/Improvements – Budget amount of \$0 amended to \$194,483.92 due to half cent sales tax.

West River Community Center – Budget amount of \$2,337,900 amended to \$70,801.52 due to utilities/building maintenance.

MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Zach Keller to approve the 2023 Budget Amendments as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

2023 Fund Transfers – Executive Director Benjamin Rae reviewed the Park District fund balances and recommended the following transfers:

\$49,725.26 to be transferred from the West River Improvement to the West River Community Center.

\$300,000 to be transferred from General Fund to the Emergency Fund.

\$223,408.47 to be transferred from Capital Betterment to Current Projects.

\$170,067.02 to be transferred from Patterson Lake to the following: \$100,000 to Current Projects and \$70,067.02 to the Emergency Fund.

\$402,789.02 to be transferred from Park & Facility Replacement Fund to Current Projects.

MOTIONED BY: Tim Daniel; SECONDED BY: Nic Stevenson to approve the 2023 Fund Transfers as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Keller, stepped out of the room temporarily). Motion carried.

2023 Annual Report/Year End Review – Executive Director Rae gave a PowerPoint on the financial picture of 2023 comparing to 2022 and 2021. He also provided the board with the 2023 Annual Report showing a comprehensive look at everything the Park District did in 2023. He said we will share with the public and other entities to show the vital role that the Park District plays in the community. He reviewed the 2023 Budget. Total of all fund balances is \$3,713,704.42. He reviewed the General Fund – fund balance is \$1,400,702.93 at year end. He showed adult programming, comparing revenue and expenses from the past 3 years, saying the goal is to run on positive side and take a loss for youth. He reviewed the West River Ice Center revenue and expenses, adding summer ice made a difference of \$40,000. He said the ice center runs at a net loss. For the golf course, we had the second highest number of rounds, up by about \$200,000 in revenue in 2023. Director Rae said we are cautiously optimistic with South Heart golf course opening. Based on past trends he believes we will end up doing well. He then reviewed Patterson Lake, very indicative of not having the lease payments after the sale of lots. Taking a \$75,000 loss is

probably going to be the norm moving forward. He reviewed Heart River Retreat and Veterans Pavilion being a solid year for both facilities. For the WRCC, he reviewed the fund balance saying that this year we worked with the city to get funds ahead of time instead of after. He showed there was around \$100,000 in additional labor expenses. He said the annual memberships are the biggest driver of revenue. He showed membership totals over the past 3 years, the trend is higher each month and we are seeing a nice rebound following the 2020 drops but are still not at the highest point that we were in 2020. Discussion followed. Director Rae stated that the annual report will be available on our website. Commissioner Jo Marie Kadrmas said visually, the report looks very nice, complimented Kara Visger on her work. She also recommended portions of it to be highlighted on social media in pieces. Director Rae said we need to do a better job of telling our story, highlighting to the community the quality-of-life aspects of what we do.

Investment Review – Executive Director Benjamin Rae reviewed the 2024-2025 fund investments and said we had invested \$700,000 of our funds in a CD. Through doing that we were able to bring in an additional \$70,000 in revenue for last year. He stated that the District has funds that will not be utilized in 2024 or early 2025 and could be invested in a 6-month and 12-month CD in a similar manner as 2023. He recommended the following: \$250,000 from Park Land Development Fund; \$150,000 from the Future Projects Fund; \$450,000 from the Emergency Fund; \$150,000 from the General Fund for a total investment of \$1,000,000. He said the staff considers this a safe amount to invest while maintaining General Fund and other fund balances that could be utilized in an emergency. Interest income and investment funds would return to the original funds after the 6-month or 12-month period. MOTIONED BY: Zach Keller; SECONDED BY: Jo Marie Kadrmas to approve the investment of funds as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Executive Director Report – Executive Director Benjamin Rae reported that there will be a ribbon cutting for Heroes Park on March 14th at 2:30 pm. He commented that there are 3 open seats for the Dickinson City Commission. City Administrator Dustin Dassinger was present and added that Benjamin has been great to work with and appreciates the working relationship.

Legal Counsel Report – Legal Counsel Shae Miller filling in for Randy Sickler. No report was given.

Adjournment – MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Tim Daniel to adjourn the meeting at 5:08 pm. All aye, motion carried.

b. Claims



	February, 2024	January, 2024	February, 2023
Vouchers	\$374,792.29	\$279,282.53	\$290,922.79
Direct Bank Debit	\$14,386.84	\$11,691.81	\$12,643.40
Net Payroll (Gross Payroll Amount \$218,269.37)	\$175,625.65	\$167,705.72	\$139,294.25
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TOTAL	\$564,804.78	\$458,680.06	\$442,860.44

Bravera Trust Center (PR)	\$7,020.61
*Bravera Trust Center (PR)	<u>\$7,366.23</u>
Total	\$14,386.84

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c. Pledged Securities



BRAVERA

**Dickinson Parks & Rec
Pledged Securities
February 29, 2024**

Cusip	Maturity Date	Description	Pledged Par	Market Value
122133ND9	04/01/26	BURLINGTON WIS	460,000	456,412
216874DR5	05/01/36	COOPERSTOWN N D	470,000	387,365
343640CP1	06/01/31	FLOYD CNTY IOWA	335,000	334,732
494123BD3	08/01/33	KILLDEER N D PUB SCH DIST NO 16	705,000	608,196
605815DP1	06/15/25	MISSOULA CNTY MONT SCH DIST NO 4 HELLGAT	400,000	396,412
649568JL7	02/01/34	NEW YORK MILLS MINN INDPT SCH DIST NO 55	400,000	346,772
65408RH80	02/01/32	NICOLLET MINN	300,000	300,324
660819AP8	12/01/33	NORTH MASON REGL FIRE AUTH WASH	300,000	286,131
675754BL8	05/01/36	ODEBOLT ARTHUR BATTLE CREEK IDA GROVE CM	490,000	477,868
766014DH4	12/01/28	RIDGEFIELD WASH	345,000	355,284
826005CB4	05/01/34	SIDNEY IOWA CMNTY SCH DIST	420,000	345,828
904427DD0	05/01/24	UNDERWOOD N D	345,000	343,489
938119DY7	12/15/33	WASHINGTON CNTY NEB SCH DIST NO 3	740,000	560,454
347820QB1	06/01/29	FORT MADISON IOWA	370,000	408,317
978369HU3	10/01/29	WOOD CNTY WIS	320,000	356,979
057757JC1	04/01/35	BALDWIN & WOODVILLE WIS	135,000	122,441
057757JD9	04/01/35	BALDWIN & WOODVILLE WIS	165,000	127,822
Total			6,700,000	6,214,826

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d. Dickinson Diamonds Agreement

DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB USE AGREEMENT

THIS AGREEMENT, made and entered into this **11th day of March, 2024**, by and between the Dickinson Parks and Recreation (hereinafter "District") and the Dickinson Diamonds Fast Pitch Softball Club (hereinafter "Diamonds").

WHEREAS, Diamonds desires to offer the youth of Dickinson and surrounding communities a competitive youth Fast Pitch Softball program for ages 7-18; and

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

NOW, THEREFORE, It is agreed as follows:

1. Term: This Agreement shall be for a period commencing **April 1, 2024 and ending March 31, 2025**.
2. Communication: All communication between Diamonds 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 four diamonds (public facility), located at 1600 Fairway Street, locally known as the North Softball Complex **and the West River Community Center indoor batting cage, located at 2004 Fairway Street**.
4. Capital Improvements to Facility: Any improvements to these facilities by Diamonds shall be subject to District approval. Any improvements shall be built and maintained in a manner agreed upon by District and Diamonds; with all improvements becoming District property. Diamonds shall be responsible for the expenses incurred in the planning and construction of any improvements.
5. Diamonds Management Requirements:
 - a. North Softball Complex shall be used and occupied by Diamonds to develop a Youth Fast Pitch Softball Program for participants from the City of Dickinson and surrounding communities. Diamonds 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. Diamonds' will strictly follow the USA Softball Junior Olympic age guidelines, as this will allow District the ability to provide a viable and successful 4 to 6 year old t-ball program.
 - c. Diamonds 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 Diamonds Softball in the City of Dickinson. All revenue and expenses associated with the above are the responsibility of Diamonds.
 - d. At any time the facility and premises are scheduled for use, Diamonds must provide a proper and qualified adult supervisor or adult coach for all activities.
 - e. Diamonds 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.
 - f. Diamonds is responsible for set up and management of tournaments. District will assist Diamonds in preparing brackets and providing maintenance personnel for 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 and backstops; 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 on Monday and Friday of each week.

c. District will field prep the diamonds to include: dragging of the infield, maintaining batter boxes and pitching mounds, chalking baseline and batter's box, painting of the outfield foul lines.

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

8. Scheduling and Usage of Facilities: Scheduling use of the North Complex diamonds shall be negotiated between the District Recreation/Facilities Manager and an individual designated by Diamonds. Diamonds 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.

Once any diamond is prepped (drug and chalked), District will not drag/re-chalk due to player usage prior to games. This facility is a public facility and the general public is allowed to utilize the diamonds when Diamonds and District do not have activities scheduled.

9. Diamond Usage Fees: Diamonds agrees to pay District a flat rate of **\$20.00 per field prep and \$20.00 per hour for the West River Community Center indoor batting cage** for the entire season. It is understood that once a diamond is prepped for Diamonds use; Diamonds will be charged whether or not a game is played on it. District is responsible for cost of material, equipment and manpower to prep the diamonds. District will bill Diamonds within 30 days of the final Diamonds game of the season. Diamonds will pay the bill within 30 days of receiving it.

10. Advertising/Signage: No advertising or commercial signs are to be located on the premises without the approval of District. Diamonds 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. Tournaments: The District's Recreation/Facilities Manager will serve as a representative on the Diamonds tournament committee. The District's role in tournaments shall be to provide maintenance, secretarial work, organizational assistance and consulting. Depending on the level of the tournament, the District may assume additional responsibilities. Diamonds shall continue to manage the events and provide support staff.

12. Insurance: It will be the responsibility of Diamonds 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 Diamonds program.

Diamonds 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 Diamonds, or those claiming through or under Diamonds, for injury, death or property damage occurring in or about the premises arising out of or resulting from any action by Diamonds; and Diamonds 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.

13. Concessions Building: The concession building will house the following: concessions stand, office, storage/maintenance area, public restrooms. Office and storage space in this building will be shared jointly by District and Diamonds. Diamonds' Complex Manager will be responsible for opening and closing of public restrooms and office each night the facility is used by Diamonds. Diamonds will be responsible for cleaning the office on a regular basis.

It is understood that District and Diamonds are to keep equipment stored in an orderly manner at all times. It is understood that District's and Diamonds' 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 Diamonds to obtain insurance for contents and liability. Any future projects and/or repairs at this facility shall be a joint effort by District and Diamonds.

The District and Diamonds shall enter into a separate concession agreement.

14. 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.

15. 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.

16. Entire Agreement: This agreement constitutes the entire contract between the parties hereto and there are no undertaking, 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 AND RECREATION DISTRICT DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB

By: _____ By: _____
President, Board of Park Commissioners President, Dickinson Diamonds Fast Pitch Softball Club

e. Dickinson Diamonds Concessions Agreement

DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB CONCESSION LEASE AGREEMENT

This agreement, made and entered into this **11th day of March, 2024**, by and between the Board of Park Commissioners of the City of Dickinson, Stark County, North Dakota (hereinafter referred to as "District") and the Dickinson Diamonds Fast Pitch Softball Club, of the City of Dickinson, Stark County, North Dakota (hereinafter "Diamonds").

PURPOSE: To grant to Diamonds the exclusive right to operate concessions for spectators and players at the North Softball Complex for the District during the **2024** softball season. Diamonds may contract or bid out the concession operation for an annual fee of **\$300.00**.

LEASED PREMISES: The concession area at the North Softball Complex located at 1600 Fairway Street, Dickinson, North Dakota.

TERMS OF LEASE: Diamonds use of concession area shall run from **April 1, 2024 – March 31, 2025**. Either party may terminate this agreement upon 30 days written notice to the other party. In the event Diamonds should dissolve or become inactive, this agreement may immediately be terminated by the District. During the softball season the Diamonds concession operations shall be operated by Diamonds for regularly scheduled games/tournaments, and shall be open for such hours of operation as Diamonds and Recreation/Facilities manager of Park District shall from time to time jointly determine.

UTILITIES, EQUIPMENT AND MAINTENANCE: All utilities for the leased premises, as well as the maintenance of proper ventilation, door locks, roof and window maintenance and repairs will be the responsibility of the District. All concession equipment and furniture shall be the responsibility of Diamonds. All leased premises shall be cleaned by Diamonds, and Diamonds shall be responsible for rodent control, except as the same shall be caused by structural deficiencies in the leased premises. In that event, rodent control shall be the responsibility of the District. Diamonds shall be responsible to keep a clean and neat concession area.

INSURANCE: Diamonds will, at its expense, maintain liability insurance coverage for its operations at the leased premises providing for at least \$1,000,000.00 in coverage. District shall be listed as an additional insured. A copy of such policy shall be provided to the District.

District shall not be liable to Diamonds, or those claiming through or under arising out of or resulting from any action by Diamonds, or from and as a result of the consumption of any concessions sold by Diamonds. Diamonds 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 leased premises, or from and as a result of the consumption of any concessions sold by Diamonds.

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

SUPERVISION: Diamonds shall be free to operate its concessions as it deems appropriate, subject only to the terms of this agreement. However, Diamonds 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. **Diamonds agrees not to sell gum.** Diamonds agrees not to incur any expense whatsoever on behalf of the District without the permission of District.

ALTERATIONS: Diamonds shall not have the 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 10 days of the date of receipt of the written notice, this agreement shall be deemed terminated at midnight on the 10th 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 thereof.

SURRENDER OF PREMISES: At the end of the term hereof, Diamonds shall vacate the leased premises and return occupancy of the same to the District scrubbed and broom clean.

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

DICKINSON PARKS AND RECREATION DISTRICT DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB

By: _____ By: _____
President, Board of Park Commissioners President, Dickinson Diamonds Fast Pitch Softball Club

f. Dickinson Baseball Club Agreement

DICKINSON BASEBALL CLUB USE AGREEMENT

THIS AGREEMENT, made and entered into this **11th day of March, 2024** by and between the Dickinson Parks and Recreation (hereinafter "District") and the Dickinson Baseball Club, Inc. (hereinafter "DBC").

WHEREAS, DBC desires to unify American Legion Baseball and Babe Ruth Baseball under a single governing board. When the term "Baseball" is used throughout this document it shall be understood to include American Legion Baseball and **Babe Ruth Baseball ages 13 and 14**.

1. **Term**

This Agreement shall be for a period commencing **April 1, 2024 and ending March 31, 2025**.

2. **Communication**

It is understood that all communication between DBC and District be directed to the District's Recreation/Facilities Manager.

3. **Representation of DBC Entities**

DBC Board of Directors shall appoint a DBC board member(s) as liaison for all communication with the Dickinson Parks and Recreation "Recreation/Facilities Manager".

4. **Management**

It is understood that DBC will be responsible for all management duties to include scheduling games and practices, hiring coaches, administering registration, program development, etc. as they relate to baseball in the city of Dickinson.

5. **Equipment and Uniforms**

All equipment and uniforms are the property of DBC. DBC is responsible for all purchases, repairs and replacements.

6. **Scheduling of Facilities: Dakota Community Bank and Trust Ballpark (Coke Field)**

Priority scheduling as follows: (1) Dickinson High School Baseball, (2) DBC, (3) Badlands Big Sticks. There is understanding for a need of cooperation and coordination between DBC and the Badlands Big Sticks in the scheduling of all games and practices.

7. **Usage of Facilities: Dakota Community Bank and Trust Ballpark (Coke Field) and the West River Community Center indoor batting cage**

DBC will be permitted to use these facilities once the District deems it playable each spring. DBC is to submit all game and practice schedules to District's Recreation/Facilities Manager as soon as they become available. Any changes to schedules must be submitted and cleared with the District's Recreation/Facilities Manager as they occur. It is the responsibility of DBC to inform the Ballpark Concessionaire of all game changes as they occur.

Designated locker room facilities will be in the East Room of warming house located in the southwest parking lot and the old pool house located on the northeast corner of the complex (West Room of warming house is designated for Badlands Big Sticks visiting team). These facilities shall be maintained by DBC; functioning as dressing rooms, storage and restrooms during the baseball season only. It shall be the responsibility of DBC to keep clean and timely maintain these facilities in a respectable manner.

The old clubhouse located inside the exterior fence in the left field corner is not available for DBC coaches and players use. It is designated for game umpire usage and Badlands Big Sticks locker room. Any other use of the umpire room by DBC is strictly prohibited! DBC is responsible for cleaning of umpire room after each DBC game usage.

8. **Usage Fees**

The District will incur customary foreseeable costs associated with maintaining the fields for scheduled league games. Cost of wages for additional maintenance staff needed for tournaments will be reimbursed to the District by DBC. All utilities and general maintenance will be the

responsibility of the District. Ballpark improvements will be the responsibility of the District. District may require DBC to provide financial assistance toward improvements. DBC will be responsible for any damages caused by their use above and beyond normal wear and tear. Absolutely NO SEEDS/TOBACCO in the dugout or on the field. There will be a \$100 seed/tobacco fee added to the rental fee if seeds/tobacco are found in or in front of either dugout area. This fee will also be charged for not cleaning up either dugout or if excessive cleaning is needed to either dugout area.

“Field Prep Fee”: Coke Field @ \$30/prep for games. DCB&T Field @ \$10/prep for games. West River Community Center indoor batting cage: \$20.00 per hour.

9. **Banners**

All banners are under separate contract with the District and Badlands Big Sticks.

10. **Tournaments**

The District's Recreation/Facilities Manager will serve as a representative on the DBC tournament committee. The District's role in tournaments shall be to provide maintenance, secretarial work, organizational assistance and consulting. (Depending on the level of the tournament, the District could assume additional responsibilities.) DBC shall continue to manage the events and provide support staff.

11. **Concessions**

All concessions are under separate contract with the District and Badlands Big Sticks.

12. **Revenue**

All player fees, participation fees, sponsorships, donations and other receipts shall be the responsibility of DBC.

13. **Insurance**

It will be the responsibility of DBC 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 DBC programs.

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

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

14. **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.

15. **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.

16. **Entire Agreement**

This agreement constitutes the entire contract between the parties hereto and there are no undertaking, 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

President, Dickinson Park Board

DICKINSON BASEBALL CLUB, INC.

President, Dickinson Baseball Club, Inc.

g. Mustang Baseball Club Agreement

MUSTANG BASEBALL CLUB USE AGREEMENT

THIS AGREEMENT, made and entered into this **11th day of March, 2024**, by and between the Dickinson Parks and Recreation (hereinafter "District") and the Mustang Baseball Club (hereinafter "Mustang"); as the operator of "Field of Swings" batting cage facility (hereinafter "Field of Swings").

WHEREAS, Mustang desires to offer the youth of Dickinson and surrounding communities a competitive youth Baseball program for ages 7-12; and

WHEREAS, District desires to cooperative with Mustang by making certain facilities available to Mustang subject to the terms of this agreement.

NOW, THEREFORE, It is agreed as follows:

1. Term: This Agreement shall be for a period commencing **April 1, 2024, and ending March 31, 2025**.
2. Communication: All communication between Mustang and District is to be directed to the District's Recreation/Facilities Manager.
3. Premises to be Used: The premises subject to this agreement is the facility located at "Leisure Park" (2004 Fairway Street), locally known as the Mustang Baseball Complex **and the West River Community Center indoor batting cage, located at 2004 Fairway Street**.
4. Capital Improvements to Facility: Any improvements to these facilities by Mustang shall be subject to District approval. These improvements shall be built and maintained in an acceptable manner agreed upon by District and Mustang; with all improvements becoming District property. District may participate with Mustang in financing certain improvements.
5. Mustang Management Requirements:
 - a. It is agreed that Mustang Baseball Complex shall be used by Mustang to develop a Cal Ripken Baseball Program for participants from the City of Dickinson and surrounding communities. Mustang 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. Mustang will strictly follow the Cal Ripken age guidelines, as this will allow District the ability to provide a viable and successful 4-6 year old t-ball program.
 - c. It is understood that Mustang will be responsible for all management duties to include administering registration, setting teams, appointing coaches, scheduling all games and practices, program development, etc. as they relate to Mustang Baseball in the City of Dickinson. All revenue shall inure to Mustang and all expenses associated with the program are the responsibility of Mustang.
 - d. At any time the facility and premises are in use, Mustang must provide a proper and qualified adult supervisor or adult coach for all activities.
 - e. Mustang shall provide a Complex Manager(s) responsible for the nightly operations of games played in the evening. This person shall make sure the facility is clean and presentable, with all trash placed in receptacles prior to leaving each night. If any potential hazard or unsafe condition exists; he shall notify District as soon as possible.
 - f. Mustang is responsible for set up and management of tournaments. District will assist Mustang in preparing brackets and providing maintenance personnel for 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 and backstops; 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 on Monday and Friday of each week.

c. District will provide 8 bleachers and 8 picnic tables.

d. District will field prep the diamonds to include: dragging of the infield, maintaining batter boxes and pitching mounds, chalking baseline and batter's box, painting of the outfield foul lines.

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

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

Once any diamond is prepped (drug and chalked), District will not drag/re-chalk due to player usage prior to games. Mustang has priority to use the three Mustang diamonds. District may schedule events on the Mustang diamonds so long as the events scheduled do not conflict with the Mustang schedule. This facility is a public facility and the general public is allowed to utilize the diamonds when Mustang and District do not have activities scheduled.

9. Diamond Usage Fees: Mustang shall pay District a flat rate of **\$20.00 per field prep and \$20.00 per hour for the West River Community Center indoor batting** for the entire season. It is understood that once a diamond is prepped for Mustang use; Mustang will be charged whether or not a game is played on it. District is responsible for cost of material, equipment and manpower to prep the diamonds. District will bill Mustang within 30 days of the final Mustang game of the season. Mustang will pay the bill within 30 days of receiving it.

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

11. Tournaments: The District's Recreation/Facilities Manager will serve as a representative on the Mustang tournament committee. The District's role in tournaments shall be to provide maintenance, secretarial work, organizational assistance and consulting. Depending on the level of the tournament, the District may assume additional responsibilities. Mustang shall continue to manage the events and provide support staff.

12. Insurance: It will be the responsibility of Mustang 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 Mustang programs.

Mustang 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 Mustang, or those claiming through or under Mustang, for injury, death or property damage occurring in or about the premises arising out of or resulting from any action by Mustang; and Mustang 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.

13. Concessions Building: The concession building will house the following: concessions stand, office, storage area, public restrooms. Mustang is allowed to use office space for their Complex Manager and equipment storage. It is understood Mustang will be responsible to supply all equipment needed for concession operations. Mustang Complex Manager will be responsible for opening and closing of public restrooms, concession stand and office each night the facility is used.

In return for Mustang retaining all concessions proceeds, Mustang will be responsible for cleaning the public restrooms, concession area and office on a regular basis. Mustang may place a phone in the concession area. In that event, Mustang shall be responsible for the connection fee and monthly fees. Mustang will pay all utilities for this facility. District will carry the building and building ownership liability insurance. It is the responsibility of Mustang to obtain insurance for contents and liability insurance.

The District and Mustang shall enter into a separate concession agreement.

14. Garage Building: The southern division of the building will be used by District for storage of equipment and supplies. District will have sole access to this area. The remainder of this building may be used by Mustang for equipment storage and Field of Swings operations.

Mustang may place a phone in the Field of Swings operations area. In that event, Mustang shall pay for the connection fee and the monthly fees. Mustang will pay all utilities for this facility. District will carry the building and building ownership liability insurance. It is the responsibility of Mustang to obtain insurance for contents and liability insurance.

15. Field of Swings: Field of Swings is a batting cage facility, open to the general public, which is operated by Mustang (located at Leisure Park within the Mustang Baseball Complex).

a. Field of Swings will be operated approximately April through August of each year. District will waive rental fees as long as facility is operated by Mustang.

b. Construction and improvements: Any additions or improvements shall be approved by District no less than 30 days prior to the start of construction. All expenses associated with any construction and/or improvements are the responsibility of Mustang.

c. Repairs and maintenance: Mustang shall be responsible for all repairs to Field of Swings equipment and maintenance of the grounds within the batting cage area. The grounds shall be maintained in a manner that gives them a neat appearance. The area shall be kept free from all garbage, debris and other nuisances.

d. Utilities: Mustang shall be responsible for all Field of Swings utilities to include water, electricity, trash removal and any other service used in connection with the facility.

e. Indemnity and Hold Harmless: During the term of this agreement and any extension or renewals thereof, District shall not be liable for any injury or damages to persons or property from any cause relating to the use of Field of Swings; including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises. Field of Swings shall therefore indemnify and hold District harmless from all claims, actions, proceedings, damages and liabilities; including attorney fees, arising from or connected with Field of Swings' possession, use or occupancy of the leased premises.

f. Communications and Notices: Any problems, questions or concerns regarding duties, responsibilities, and day to day operations of Field of Swings shall be communicated between District Recreation/Facilities Manager and Mustang.

g. Default, Cancellation and Termination: Any one or more of the following events is an event of default: Any violations of the covenants, agreements, stipulations and conditions set forth herein, abandonment of the premises by Mustang shall commence or have commenced against it proceedings under a bankruptcy receivership insolvency or similar type act.

If an event of default occurs, District shall have the option to declare the agreement forfeited, the term ended, and may reenter the property, using such legal process as necessary to remove all persons or chattel thereon. District shall not be liable for damages by reason of such reentry or forfeiture, but notwithstanding reentry by District or forfeiture or termination of this agreement. District may release all or part of the leased property for such portion of the term and upon such terms and conditions as are deemed reasonable.

District reserves the right to terminate Field of Swings agreement by providing (6) six months written notice to Mustang of District's intent to utilize the property for capital construction project, dispose of said tract of land, or utilize the property for any other purpose.

h. Removal of Trade Fixtures and Fencing: Upon termination or cancellation of this agreement,

Mustang agrees to peaceably surrender the possession of the premises to District. Permanent improvements, to include concrete slabs, etc., shall remain the property of District. Pitching machines, fencing, and lighting shall remain personal property of Mustang. In the event District, at its option, does not utilize the permanent improvements for its own use or the use of a subsequent tenant; it may require the removal of such permanent improvements and restoration of the premises to its condition prior to the placing of the improvements at the cost and expense of Mustang. If District shall so elect, any trade fixtures or personal property belonging to Field of Swings, not removed within 60 days from the termination or cancellation of this agreement, shall be deemed abandoned and become the property of District without any payment or offset thereof. District may remove the trade fixtures or property from the leased premises and store them at the risk and expense of Mustang, if District so elects.

i. District shall be permitted to enter and inspect the premises to insure that Mustang is in compliance with the terms and conditions of this agreement.

16. 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.

17. 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.

18. Entire Agreement: This agreement constitutes the entire contract between the parties hereto and there are no undertaking, 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 MUSTANG BASEBALL CLUB

By _____ By _____
President, Dickinson Park Board President, Mustang Baseball Club

h. Mustang Baseball Club Concessions Agreement

MUSTANG BASEBALL CLUB CONCESSION LEASE AGREEMENT

This agreement made and entered into this **11th day of March, 2024**, by and between the Board of Park Commissioners of the City of Dickinson, Stark County, North Dakota (hereinafter referred to as "District") and the Mustang Baseball Club, of the City of Dickinson, Stark County, North Dakota (hereinafter "Mustang").

PURPOSE: To grant to Mustang the exclusive right to operate concessions for spectators and players at the Mustang Baseball Complex for the District during the **2024** baseball season. Mustang may contract or bid out the concession operation for an annual fee of **\$300.00**.

LEASED PREMISES: The concession area at the Mustang Baseball Complex located at 2004 Fairway Street, Dickinson, North Dakota.

TERMS OF LEASE: Mustang's use of concession area shall run from **April 1, 2024 – March 31, 2025**. Either party may terminate this agreement upon 30 days written notice to the other party. In the event Mustang should dissolve or become inactive, this agreement may immediately be terminated by the District. During the baseball season the Mustang concession operations shall be operated by Mustang for regularly scheduled games/tournaments and shall be open for such hours of operation as Mustang and Recreation/Facilities manager of Park District shall from time to time jointly determine.

UTILITIES, EQUIPMENT AND MAINTENANCE: All utilities for the leased premises, as well as the maintenance of proper ventilation, door locks, roof and window maintenance and repairs will be the responsibility of the District. All concession equipment and furniture shall be the responsibility of Mustang. All leased premises shall be cleaned by Mustang and Mustang shall be responsible for rodent control, except as the same shall be caused by structural deficiencies in the leased premises. In that event, rodent control shall be the responsibility of the District. Mustang shall be responsible to keep a clean and neat concession area (to include bathroom facilities).

INSURANCE: Mustang will, at its expense, maintain liability insurance coverage for its operations at the leased premises providing for at least \$1,000,000.00 in coverage. District shall be listed as an additional insured. A copy of such policy shall be provided to the District.

District shall not be liable to Mustang, or those claiming through or under arising out of or resulting from any action by Mustang, or from and as a result of the consumption of any concessions sold by Mustang. Mustang 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 leased premises, or from and as a result of the consumption of any concessions sold by Mustang.

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

SUPERVISION: Mustang shall be free to operate its concessions as it deems appropriate, subject only to the terms of this agreement. However, Mustang 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. **Mustang agrees not to sell gum.** Mustang agrees not to incur any expense whatsoever on behalf of the District without the permission of District.

ALTERATIONS: Mustang shall not have the 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 10 days of the date of receipt of the written notice, this agreement shall be deemed terminated at midnight on the 10th 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 thereof.

SURRENDER OF PREMISES: At the end of the term hereof, Mustang shall vacate the leased premises and return occupancy of the same to the District scrubbed and broom clean.

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

DICKINSON PARKS AND RECREATION DISTRICT MUSTANG BASEBALL CLUB

By: _____ By: _____
President, Board of Park Commissioners President, Mustang Baseball Club

i. Dickinson Hockey Club Agreement

DICKINSON HOCKEY CLUB, INC. WEST RIVER ICE CENTER USE AGREEMENT

This agreement, made and entered into this **11th day of March, 2024**, by and between the Board of Park Commissioners of the City of Dickinson, Stark County, North Dakota (hereinafter referred to as "District") and the Dickinson Hockey Club, Inc., a non-profit corporation, of the City of Dickinson, Stark County, North Dakota (hereinafter referred to as DHC, Inc.).

WITNESSETH:

NOW, THEREFORE, for and in considerations of rents, covenants and the agreements hereinafter contained, the District does grant to DHC, Inc., the use of the following described premises upon the following terms and conditions, and for the following stated purposes:

1. Premises to be used: The premise subject hereto is the public facilities located at 1865 Empire Road, in the City of Dickinson, locally known as the West River Ice Center.
2. Term of Usage: DHC, Inc.'s use of the facilities (for contract fee purposes) shall run from **April 1, 2024 – March 31, 2025**. Either party may terminate this agreement upon 30 days written notice to the other party. In the event DHC, Inc. should dissolve or become inactive, this agreement may immediately be terminated by the District. DHC, Inc. agrees to only schedule programming Monday-Friday from April-May, and Monday-Thursday June-July. Usage for possible tournaments, and state/district events, with 30 days prior notice provided to the District.
3. Usage Fees: Summer Ice for the 2024 April – July ice & dry land hours, payment of the usage fee shall be received no later than the 15th of August.
\$6,000 – April
\$12,000 – May, June, & July

For the **2024 - 2025** August-March skating season DHC, Inc. shall pay to District the sum of **\$70.00** per hour/per arena for ice time used for the skating season (note: this fee includes DHC, Inc. and Dickinson High School programs). This fee includes a concession operation fee; provided DHC, Inc. has not contracted with an outside group to provide the services.

Payment of the usage fee shall be due to the District in two installments. 1st installment due **December 15, 2024** includes August – November ice & dry land hours. 2nd installment due **April 15, 2025** includes December – March ice & dry land hours. Any public skate cancellation fees will be due in the respective installment. Any concession lease fee will be due with the second installment.

Calculation of actual ice time used will be based on the Monthly Master Calendar submitted by the Hockey Coordinator to District Recreation/Facilities manager. The Monthly Master Calendar must be verified and approved by District Recreation/Facilities manager.

4. Dry Land Rental: Dry land rental for this contract period will be at \$25/hr.
5. Pizza Ranch Community Room Rental: DHC, Inc. team meals will be paid at \$15/hr.
6. Adult Hockey League: Adult Hockey League will have a separate use agreement.
7. Public Use & Curling League: The District has scheduled the following time for public skate & Curling League during the **2024-2025** season. The District will schedule public skate from 1:30 p.m. to 3:30 p.m. on any public school holiday. All other scheduling of ice time will be done around the following times:

Public skate:

Friday & Saturday 7:00 p.m. to 9:00 p.m.
Saturday 1:30 p.m. to 3:30 p.m.
Sunday 12:00 p.m. to 3:30 p.m.

Summer District programming: To be determined, outside of regularly scheduled DHC, Inc. usage.

Curling League:

Starting July 30, Tuesday's 6:00 p.m. to 9:00 p.m.

Starting Dec. 1, Sunday's 4:00 p.m. to 8:00 p.m.

8. DHC, Inc. Use: DHC, Inc. will have the first right to ice time following the District's use for public skating & curling league. It is understood and agreed that the facilities shall be used and occupied by DHC, Inc. to develop a hockey program for the participants of the City of Dickinson. The facilities will be used for the development of the sport of youth/amateur hockey and competitive hockey events sponsored by DHC, Inc., including the use of the facilities by the Dickinson High School program and adult hockey participants. DHC, Inc., will in its use and occupancy of the facilities, comply with all applicable laws, rules, regulations and ordinances of every governmental body or agency whose authority extends to the facilities or to any business conducted on the facilities.

If DHC, Inc. sees a need to cancel any public skating sessions, the DHC, Inc. Coordinator must clear the cancellation request with the District's Recreational/Facilities manager a minimum of one month in advance of the scheduled public skate. The District's Recreation/Facilities manager shall have the right to approve or reject each cancellation request. DHC, Inc. will need to have an acceptable reason (per DPRD standards) as to why DHC, Inc. is requesting the cancellation of any public skate. In addition, DHC, Inc. will pay the District **\$100.00** per hour for any cancellation of public skate sessions. The hourly fee will be re-evaluated and adjusted accordingly with the start of the **2025-2026** Season.

It is understood that DHC, Inc., with the assistance of the District will schedule all practices, in-house games, travel squad games and tournaments. Once the schedule has been completed and all parties agree, the District may then schedule other events for any ice time not used by DHC, Inc. or the District. If DHC, Inc. wishes to make any changes to the practice, game or tournament schedule, they must immediately notify the District's Recreation/Facilities manager who must approve the above-mentioned changes. In any event, all practices and games will be scheduled to be completed a minimum of 15 minutes prior to public skating and will not begin until 15 minutes after public skating. In addition, DHC, Inc. will pay the District **\$140.00** per hour/per arena for any added practice/game/tournament, not scheduled 7 days in advance. Exceptions may be but not limited to, inclement weather, District closures, away team transportation, etc.

9. Office Space: The District will provide DHC, Inc. use of space on the second floor for an office for the Hockey Coordinator. If at such time the District determines this office space is needed for staff or operation's purposes, DHC, Inc. will be notified prior to the agreement so as to secure other space to house the hockey coordinator.
10. DHC, Inc.'s Responsibilities:
- At any time the facilities and premises are in use DHC, Inc. must provide a proper and qualified adult supervisor or adult coach to supervise all activities.
 - DHC, Inc.'s hockey coordinator shall serve as the scheduling representative.
 - DHC, Inc. will govern all aspects of the Learn To Skate program, incurring all expenses and retaining all proceeds of the program.
 - In order to facilitate the purposes of this agreement and to avoid any misunderstandings, DHC, Inc. shall appoint its President to act as liaison between DHC, Inc. and the District. The President may designate a member who will be responsible for communicating DHC, Inc.'s requests, concerns, suggestions and complaints concerning the facilities to the District's Recreation/Facilities manager.
 - When tournaments are scheduled, DHC, Inc. shall designate a tournament coordinator who will contact the District Recreation/Facilities manager to coordinate all arrangements for the tournament and make known any special needs with regard to the facilities, communications, or maintenance for that activity. Such arrangements shall be made through the District office before 2:00 p.m., the Wednesday prior to the date the tournament is scheduled.
 - During the games the hockey coordinator shall be designated as the spokesperson responsible for communicating to the rink supervisor any and all concerns regarding the use or maintenance of the facilities for that particular game. During practices the person designated for the aforementioned purpose shall be the team's coach. If applicable, associated damages to the facility (vandalism) during DHC, Inc. programming, shall be paid to the expense of the DHC, Inc.

- g. The District recognizes the need for dressing accommodations in order to make full use of the facilities and will allow DHC, Inc. to use the **thirteen** changing rooms provided in the facility. These rooms are designed to be changing rooms and not locker rooms and all equipment must be removed daily for cleaning and sanitation purposes. The high school team will be allowed to store equipment in the dressing rooms on Monday through Thursday in a clean and orderly manner according to District guidelines.
- h. DHC, INC. shall not discriminate in any way against any person on the basis of race, color, religion, sex, national origin, age, the presence of any mental or physical disability, status with regard to marriage or public assistance, or participation in lawful activity outside of the person's use of the facility.

11. District's Responsibilities:

- a. District shall open and close the facilities according to the schedules provided by DHC, Inc. One set of keys will be given the DHC, Inc.'s hockey coordinator and one set of keys to the concession coordinator. **Electronic key card access will be given to DHC, Inc. representatives as requested.**
- b. District shall be responsible for opening, closing, supervising and maintaining the facilities. The facilities shall be open one-half hour before and after practices and one hour before and after games.
- c. The District shall be responsible for ice resurfacing which shall be mutually agreed upon by both parties for practice sessions and games, keeping in mind the age of the users and condition of the ice surface.

12. Signs: DHC, Inc. shall be permitted to post advertising or commercial signs to be located in three locations:

- a. The north wall of the facility directly behind the player's boxes. (Main arena)
- b. The hockey boards from net to net along the boards. (Main & Auxiliary arena)
- c. In-laid on the ice. (Main & Auxiliary arena)

DHC, Inc. may place appropriate signs concerning general use, schedules and safety requirements. Any sign placed in an unauthorized area may be removed by the District at DHC, Inc.'s expense.

- 13. Capital Improvements and Equipment: Any improvements by DHC, Inc. to the facilities, including the purchase of equipment to be used and stored upon the facilities, shall be subject to the District's approval. These improvements shall be maintained in a state of good repair, normal wear and tear accepted, and shall become the property of the District unless other arrangements are made prior to the equipment purchase. Further, DHC, Inc. shall be responsible for any expenses incurred in the commencement of any improvements and construction which is approved by DHC, Inc. and the District.
- 14. Revenue: All revenue from public skating, skate rentals, and special events sponsored by the District, and the hourly rental provided for in this agreement shall go to the District. All revenue from Learn-To-Skate, concessions, signage, vending machines and hockey registration shall go to DHC, Inc. DHC, Inc. shall have the first right to operate the concessions, during the term of this agreement, but does not have the right to contract out or bid out the operation of concessions without prior approval of the District. DHC, Inc. shall operate the concessions, at a minimum, during all hockey games, and shall appoint a DHC, Inc. member (concession coordinator) to be in charge of the concessions. The District and DHC, Inc. shall enter into a separate concession agreement. DHC, Inc. will provide the District annual report of member registration revenue and expenditures associated to the usage fees found under sections 3, 4, & 5, of this agreement.
- 15. Insurance: Without limiting DHC, Inc.'s liability hereunder, DHC, Inc. agrees, at its own cost and expense, to procure and maintain in force, public liability insurance during the term of this agreement insuring District and DHC, Inc. for injuries sustained to persons or damage to property during all DHC, Inc.'s scheduled activities. District shall have adequate liability insurance to cover all of District sponsored events. District agrees to ensure the building and all of the contents owned by the District. DHC, Inc. shall provide content insurance for any items that they keep at the facility.

All policies of insurance required by DHC, Inc. shall name both District and DHC, Inc. as insured

thereunder and shall protect the interest of the District. A copy of the insurance policy shall be provided to the District and such coverage shall be adequate to protect against liability, in a minimum amount of \$1,000,000.00 for all claims as herein mentioned arising out of the use and occupancy of the leased premises by DHC, Inc. The adequacy and sufficiency of said insurance shall be subject to District's approval. The insurance policy or policies shall provide coverage for District as an additional insured and DHC, Inc. as a named insured. Copies of the insurance policies shall be provided to the District prior to DHC, Inc.'s entry and usage of said premises. Cancellation or termination of said policies in compliance with this section shall automatically terminate this agreement, unless another policy shall be in effect at the time of such cancellation or termination, and said policy itself having been filed and approved pursuant to this section. All insurance required of DHC, Inc. under this agreement shall be procured with insurers and through brokers licensed in the State of North Dakota.

16. Surrender of Premises: Upon expiration or the termination of this agreement, DHC, Inc. shall at its own expense:
- a. Remove DHC, Inc.'s goods and effects and those of all other persons claiming under DHC, Inc.
 - b. Surrender the premises to the District.

Any property left on the premises after the expiration or termination of the term of this agreement shall be deemed to have been abandoned and shall become the property of District.

17. Default: Failure of DHC, Inc. to comply with the covenants, terms of conditions of this agreement, or failure of DHC, Inc. to perform any agreements contained herein, by it to be kept or performed, at the time and in the manner provided herein, time being of the essence of this agreement, then this agreement shall be void and terminated at the option of the District, and District may cancel this agreement by serving a written notice of such cancellation to DHC, Inc. and such cancellation shall be immediately effective upon such mailing.

Notices given under paragraph shall specify the alleged default and the applicable provision or provisions.

District reserves the right to demand DHC, Inc. cure the default of any provision, and if cured within five days after notice has been mailed to DHC, Inc., DHC, Inc. shall no longer be in default. Further, if the default cannot reasonably be cured within five days, DHC, Inc. shall not be in default if DHC, Inc. commences to cure the default within the five days and diligently and in good faith continues to cure the default.

18. Waiver of Covenants: No delay or omission in the exercise of any right or remedy of District or any default by DHC, Inc. shall impair such right or remedy, nor shall the same be construed as a waiver.

District's consent to or approval of any act by DHC, Inc. requiring District's consent or approval, shall not be deemed to waive or render unnecessary District's consent to or approval of any subsequent act by DHC, Inc. Any waiver by District of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this lease.

19. Indemnification: DHC, Inc. shall indemnify and hold District harmless against any and all claims and demands of whatever kind and nature, made on behalf of or by any person or persons for any wrongful, careless or negligent act or omission on the part of DHC, Inc. its agents and employees, and from all losses and damages by reason of such acts or omissions. Nothing contained in this paragraph shall detract from District's right to protection under any insurance policies to be paid for by DHC, Inc. as herein contained in this agreement.

It is understood and agreed that DHC, Inc. shall be responsible for notification to all participants of its organization and their parents that the Parks and Recreation District shall not accept any liability whatsoever for the usage of said premises by DHC, Inc. or its members herein described and that any liability, expenses, damages and losses shall be the sole responsibility of DHC, Inc. and its members. DHC, Inc. and all participants hereby agree that they release any and all rights and claims against the District for injuries and property damages as a result of the utilization of the premises.

Any and all damages and injuries incurred during the time that the facility is being used by DHC, Inc. and its participants and members, will be the responsibility of DHC, Inc.

20. Assignments: This agreement and the rights and privileges granted hereunder are solely between the District and DHC, Inc. and may not be sold, bartered, assigned or transferred by DHC, Inc., without the prior written consent of the District. In the event of such prior written consent, any assignment or transfer

of this agreement by DHC, Inc. shall apply to and bind the successors and assigns of DHC, Inc. and the successors and assigns of the District.

21. Promotion: District shall provide DHC, Inc. as a partner organization in its brochures and website for the purpose of promoting DHC, Inc.'s use of the facility and its activities.
22. No Partnership Intended: Nothing contained in this lease shall be construed in any manner to constitute a joint venture or partnership between the parties hereto IN WITNESS WHEREOF the parties have hereto set their hands the day and year first above written.

DICKINSON PARKS AND RECREATION DISTRICT DICKINSON HOCKEY CLUB, INC.

By: _____ By: _____
President, Board of Park Commissioners President, Dickinson Hockey Club, Inc.

j. Dickinson Hockey Club Concessions Agreement

HOCKEY CONCESSION LEASE AGREEMENT

This agreement, made and entered into this **11th day of March, 2024**, by and between the Board of Park Commissioners of the City of Dickinson, Stark County, North Dakota (hereinafter referred to as "District") and the Dickinson Hockey Club, Inc., a non-profit corporation, of the City of Dickinson, Stark County, North Dakota (hereinafter referred to as DHC, Inc.).

PURPOSE: To grant to DHC, Inc. the exclusive right to operate concessions for spectators and players at the West River Ice Center for the District during the **2024 - 2025** hockey season. DHC, Inc. may contract or bid out the concession operation for an annual fee of **\$300.00**.

LEASED PREMISES: The concession area at the West River Ice Center located at 1865 Empire Road, Dickinson, North Dakota.

TERMS OF LEASE: DHC, Inc.'s use of concession area shall run from **April 1, 2024 – March 31, 2025**. Either party may terminate this agreement upon 30 days written notice to the other party. In the event DHC, Inc. should dissolve or become inactive, this agreement may immediately be terminated by the District. During the season the West River Ice Center concession operations shall be operated by DHC, Inc. for regularly scheduled hockey games/hockey tournaments, and shall be open for such hours of operation as DHC, Inc. and Recreation/Facilities manager of Park District shall from time to time jointly determine.

UTILITIES, EQUIPMENT AND MAINTENANCE: All utilities for the leased premises, as well as the maintenance of proper ventilation, door locks, security, roof and window maintenance and repairs will be the responsibility of the District. All concession equipment and furniture shall be the responsibility of DHC, Inc. All leased premises shall be cleaned by DHC, Inc. and DHC, Inc. shall be responsible for rodent control, except as the same shall be caused by structural deficiencies in the leased premises. In that event, rodent control shall be the responsibility of the District. DHC, Inc. shall be responsible to keep a clean and neat concession lobby area.

INSURANCE: DHC, Inc. will, at its expense, maintain liability insurance coverage for its operations at the leased premises providing for at least \$1,000,000.00 in coverage. District shall be listed as an additional insured. A copy of such policy shall be provided to the District.

District shall not be liable to DHC, Inc., or those claiming through or under arising out of or resulting from any action by DHC, Inc., or from and as a result of the consumption of any concessions sold by DHC, Inc. To the fullest extent permitted by law, DHC, Inc. will defend, indemnify, and hold the District harmless from all claims arising directly or indirectly from or in connection with (i) the conduct or management of the programs and activities of the DHC, Inc.; (ii) any accidents, injury, or damage whatsoever occurring at the facility arising from, directly or indirectly, the use of the facility by DHC, Inc. or any of its directors, officers, agents, employees, guests, contractors, as well as participants in the DHC, Inc.'s programs and activities except to the extent of any negligent or wrongful act or omission of the District.

HEALTH STANDARDS: DHC, Inc. shall be responsible to obtain all health permits and licenses and shall obey all appropriate health standard rules and regulations. DHC, Inc. agrees to abide by and follow all local, state or county ordinances in the operation of its business including rule of the State Health Department. The DHC, Inc. is encouraged to buy their goods locally when possible. **DHC, Inc. is not responsible for any outside entities that may utilize the concession space for off-ice rentals.**

SUPERVISION: DHC, Inc. shall be free to operate its concessions as it deems appropriate, subject only to the terms of this agreement. However, DHC, Inc. 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. **DHC, Inc. agrees not to sell gum.** DHC, Inc. agrees not to incur any expense whatsoever on behalf of the District without the permission of District.

ALTERATIONS: DHC, Inc. shall not have the 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 10

days of the date of receipt of the written notice, this agreement shall be deemed terminated at midnight on the 10th 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 thereof.

SURRENDER OF PREMISES: At the end of the term hereof, DHC, Inc. shall vacate the leased premises and return occupancy of the same to the District scrubbed and broom clean.

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

DICKINSON PARKS AND RECREATION DISTRICT DICKINSON HOCKEY CLUB, INC.

By: _____ By: _____
President, Board of Park Commissioners President, Dickinson Hockey Club, Inc.

6. BUILDINGS/GROUNDS

a. Director of Buildings/Grounds Report

TO: Board of Park Commissioners

FROM: Craig Pearson, Director of Buildings/Grounds

DATE: March 6, 2024

RE: Director of Buildings/Grounds Report

FACILITIES

Restoration work on the damaged ceiling in the front entry foyer of the West River Community Center caused by the frozen fire suppression system last month has been completed. The Arrow Service Team will continue with their restoration work in the north stairwell emergency exit. Most of the water damage work in the community room inside the Cornerstone arena in the West River Ice Center is completed except for some minor detail work. Hockey ice was removed from the Charbonneau arena on Monday/Tuesday, March 4-5 just in time for the yearly Charbonneau car show that starts March 6. Thanks to the hard work from the crews at the WRIC, WRCC, Park Maintenance and the golf course, the arena was dismantled, cleaned and put into storage in record time. Marvin and Brent's crew worked together at the ice center to complete a remodel of the concession's stairwell in the Charbonneau arena. New stair treads, handrails, paint, carpet and lighting were added to revamp one of the several projects planned to keep the ice center looking clean and updated.

PARKS

Scott Mack and his maintenance staff have completed work on the third and final golf maintenance storage building. The third storage building was converted into an open covered parking structure for summer use. Scott will finish trim work on a few windows and doors this week to wrap up a long and difficult remodel of the three old cart storage buildings. The park's maintenance crew did incredible work on a very technical job and much of the work was done in less-than-ideal weather conditions. During some of the warmer stretches of weather parks crew cut down and removed more of the Dutch elm diseased trees from Veterans Memorial Park. The plan is to apply for the America the Beautiful Tree Planting Grant from the North Dakota Forest Service this fall and replant all the previously removed trees from this park. The park maintenance staff played a big part in the success of removing ice this week with the help from five of Scott's crew.

GOLF COURSE

Sam and Curt are currently away attending an MTI irrigation training school in Minneapolis, MN. MTI is the Toro distribution center that supplies the Heart River Golf Course with equipment, irrigation, parts and service. The two-day school will focus on programming and trouble-shoot the newly installed Lynx irrigation control system and the Watchdog weather station. Sam also has two of his seasonal employees working a few days each week on tree removal and cleanup. They have also helped in building a heated, secure room inside the newly remodeled storage building to store our smaller equipment such as weed eaters, backpack blowers and chain saws.

7. RECREATION/FACILITIES

- a. Director of Recreation/Facilities Report
- b. Dickinson Public Schools Facility Usage Agreement

a. Director of Recreation/Facilities Report

TO: Board of Park Commissioners

FROM: Caleb Burgard, Director of Recreation/Facilities

DATE: March 5, 2024

RE: Recreation/Facilities Report

Patterson Lake Recreational Area

Closed for season.

Heart River Golf Course

Closed for season. Sent out cart storage/trail fees information and invoices. Mike continues to receive inventory for the upcoming season. Discussing current adult golf league status.

West River Community Center

We have 6,639 total memberships (5,835 annual, \$211,367.06 YTD Annual), compared to 6,358 (5,581 annual, \$210,916.24 YTD Annual) in February 2023. Parent and Me swim lessons March 4th – 15th.

Winter aquatic lessons current session is February 19th – March 21st and final session is April 1st – May 2nd. Lifeguard Certification Course scheduled for March 8th – 10th. It's a Big Dill Pickleball Tournament scheduled for March 9th and 10th with 71 participants, 47 in 2023.

West River Ice Center

Open public skate continues averaging 82 people per session in the month of February (87 in 2023) Friday's and Saturday's 7:00-9:00 pm, Saturday and Sunday's 1:30-3:30 pm, and toddler skate Sunday's from 12:00-1:00 pm. Skate with a Cop scheduled for March 24th. Adult winter curling league has concluded, and Dickinson Adult Hockey League concludes March 17th. Off-ice vendors/exhibits this month include Charbonneau Car Show, Make-a-Wish, and ND Country Fest Your Town Tour.

Dickinson Parks and Recreation

Adult basketball and old pro leagues continue with 10 men, and 4 (31 players) old pro teams. Adult winter volleyball we have 31 coed and 39 women's teams (26 coed, 39 women's in 2023), golf simulator we have 6 teams (6 in 2023), and futsal league we have 4 women's and 4 men's (4 women's, 4 men's in 2023). Adult softball league team registration meeting scheduled for Sunday, March 10th. Fall/Winter activity guide still available to the public. 2024 spring/summer activity guide available now, registration opens Wednesday, April 3rd at noon. Still hiring for various part time positions, DPR seasonal/part-time job fair scheduled for Friday, March 22nd. Other upcoming March/April events & programs include our facility orientation course, coffee pot club, learn to belay, adult lap swim club, playzone, kids cooking class, little cooks, winter sports & fitness mixer, little artists, pickleball beginner lessons, pickleball skills and drills, pickleball dinker round robin nights, art classes, strong kids, yap volleyball, and NDABI State Basketball Tournament in Minot.

b. Dickinson Public Schools Facility Usage Agreement

MOTION IS REQUIRED.

AGREEMENT TO BE AVAILABLE

8. BUSINESS/FINANCE

- a. February Financial
- b. 2024 PT Wage Adjustments
- c. Executive Director Report
- d. Legal Counsel Report

Dickinson Parks and Recreation
Balance Sheet
As of 2/29/2024

	Y-T-D AMOUNT 2024	Y-T-D AMOUNT 2023	Y-T-D AMOUNT 2022
Current Assets:			
Cash in Bank - Bravera (Operating)	\$5,010,133.19	\$4,461,080.44	\$4,330,977.80
Cash in Bank - Bravera (Merchant)	2,229.59	11,445.88	680.32
Cash in Bank - Bravera (Payroll)	0.00	(3.93)	0.00
Petty Cash	2,665.00	2,865.00	2,165.00
Prepaid Insurance Premiums	17,266.20	23,731.86	35,140.36
Total Cash and Investments	5,032,293.98	4,499,119.25	4,368,963.48
Accounts Receivable:			
Due from Employees	(590.32)	(775.67)	(769.15)
NSF Checks	0.00	0.00	0.00
Total Accounts Receivable	(590.32)	(775.67)	(769.15)
Total Assets	5,031,703.66	4,498,343.58	4,368,194.33
Liabilities:			
Accounts Payable	0.00	0.00	(127.09)
Federal W/H & FICA Taxes Payable	0.00	0.00	0.00
State Taxes W/H Payable	650.00	2,316.00	2,038.00
Child Support W/H Payable	0.00	0.00	0.00
Garnishment W/H Payable	0.00	0.00	0.00
Flex Spending Account W/H Payable	7,433.98	7,342.31	7,383.98
Medical Insurance W/H Payable	9,965.41	14,278.08	31,976.44
Dental/Vision Insurance W/H Payable	1,369.57	1,187.25	2,489.88
Life Insurance W/H Payable	70.68	117.24	213.44
Retirement W/H Payable	0.00	0.00	0.00
Deferred Comp W/H Payable	0.00	0.00	0.00
United Way Contribution W/H Payable	200.00	113.00	187.00
Tanning Excise Tax Payable	133.22	117.92	76.42
Total Liabilities	19,822.86	25,471.80	44,238.07
Fund Balances:			
Beginning Fund Balances			
Parks & Recreation General Fund	1,400,702.93	1,156,618.53	916,831.29
Patterson Lake Fund*	0.00	170,067.02	170,067.02
West River Community Center Fund	0.00	0.00	0.00
Capital Betterment Fund	327,894.36	384,170.05	327,043.32
Special Assessment Fund	2,820.23	2,817.01	2,654.08
Emergency Fund	470,155.88	100,088.86	100,088.86
Current Projects Fund	511,804.10	494,728.73	816,500.00
Future Projects Fund	161,007.81	121,007.81	141,707.88
Parks & Facilities Replacement Fund*	0.00	5,969.32	16,621.90
Park Land Development Fund	407,049.08	407,041.89	1,361,655.86
Dickinson Park Dist Foundation Fund	25,500.00	25,500.00	25,500.00
West River Improvement Fund	406,770.03	13,642.21	13,642.21
Total Beginning Fund Balances	3,713,704.42	2,881,651.43	3,892,312.42
Revenue Over Cash Expenditure	1,298,176.38	1,591,220.35	431,643.84
Total Fund Balances	5,011,880.80	4,472,871.78	4,323,956.26
Total Liabilities and Fund Balances	5,031,703.66	4,498,343.58	4,368,194.33

Dickinson Parks and Recreation
Fund Balance Report
As Of 2/29/2024

	BUDGET AMOUNT 2024 BUDGET	CURRENT PERIOD 2/29/2024	Y-T-D AMOUNT 2024	Y-T-D AMOUNT 2023
General Fund:				
Total Revenue	\$3,973,450.00	\$596,582.40	\$1,283,703.25	\$1,216,415.20
Total Expenses	(3,945,163.00)	(264,193.92)	(508,170.39)	(447,042.38)
Net Income/(Loss)	28,287.00	332,388.48	775,532.86	769,372.82
Beginning Balance 1-1	0.00	0.00	1,400,702.93	1,156,618.53
General Fund Balance	28,287.00	332,388.48	2,176,235.79	1,925,991.35
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	170,067.02
Patterson Fund Balance	0.00	0.00	0.00	170,067.02
West River Community Center Fund:				
Total Revenue	2,432,900.00	216,571.04	411,481.01	354,564.36
Total Expenses	(2,432,634.00)	(210,851.94)	(413,240.70)	(343,431.71)
Net Income/(Loss)	266.00	5,719.10	(1,759.69)	11,132.65
Beginning Balance 1-1	0.00	0.00	0.00	0.00
West River Community Center Fund Balance	266.00	5,719.10	(1,759.69)	11,132.65
Capital Betterment Fund:				
Total Revenue	497,014.00	126,654.39	266,447.20	275,359.78
Total Expenses	(497,014.00)	0.00	(7,449.82)	(37,427.83)
Net Income/(Loss)	0.00	126,654.39	258,997.38	237,931.95
Beginning Balance 1-1	0.00	0.00	327,894.36	384,170.05
Capital Betterment Fund Balance	0.00	126,654.39	586,891.74	622,102.00
Special Assessments Fund:				
Total Revenue	0.00	4.08	4.08	0.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	4.08	4.08	0.00
Beginning Balance 1-1	0.00	0.00	2,820.23	2,817.01
Special Assessments Fund Balance	0.00	4.08	2,824.31	2,817.01
Emergency 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	470,155.88	100,088.86
Emergency Fund Balance	0.00	0.00	470,155.88	100,088.86
Current Projects Fund:				
Total Revenue	0.00	(50,000.00)	303,750.00	345,000.00
Total Expenses	0.00	(78,153.91)	(78,626.89)	(107,043.96)
Net Income/(Loss)	0.00	(128,153.91)	225,123.11	237,956.04
Beginning Balance 1-1	0.00	0.00	511,804.10	494,728.73
Current Projects Fund Balance	0.00	(128,153.91)	736,927.21	732,684.77
Future Projects Fund:				
Total Revenue	0.00	0.00	40,000.00	(10,000.00)
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	40,000.00	(10,000.00)
Beginning Balance 1-1	0.00	0.00	161,007.81	121,007.81
Future Projects Fund Balance	0.00	0.00	201,007.81	111,007.81
Parks & Facilities Replacement Fund:				
Total Revenue	0.00	0.00	0.00	344,819.70
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	344,819.70
Beginning Balance 1-1	0.00	0.00	0.00	5,969.32
Parks & Facilities Replacement Fund Balance	0.00	0.00	0.00	350,789.02

Dickinson Parks and Recreation
Fund Balance Report
As Of 2/29/2024

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT
	2024 BUDGET	2/29/2024	2024	2023
Park Land Development Fund:				
Total Revenue	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	7.19
Net Income/(Loss)	0.00	0.00	0.00	7.19
Beginning Balance 1-1	0.00	0.00	407,049.08	407,041.89
Park Land Development Fund Balance	0.00	0.00	407,049.08	407,049.08
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	0.00	0.00	25,500.00	25,500.00
West River Improvement Fund:				
Total Revenue	0.00	993.00	993.00	0.00
Total Expenses	0.00	(714.36)	(714.36)	0.00
Net Income/(Loss)	0.00	278.64	278.64	0.00
Beginning Balance 1-1	0.00	0.00	406,770.03	13,642.21
West River Improvement Fund Balance	0.00	278.64	407,048.67	13,642.21
All Funds Total Revenue	6,903,364.00	890,804.91	2,306,378.54	2,526,159.04
All Funds Total Expense	(6,874,811.00)	(553,914.13)	(1,008,202.16)	(934,938.69)
Total Fund Balances	28,553.00	336,890.78	5,011,880.80	4,472,871.78
All Funds Total Profit/(Loss)	28,553.00	336,890.78	1,298,176.38	1,591,220.35

B. 2024 PT Wage Adjustments

Motion is required.

TO: Board of Park Commissioners
FROM: Benjamin Rae, Executive Director
DATE: March 6, 2024
RE: 2024 Part-Time Wage Adjustments

Background Information:

Seasonal parks maintenance and golf maintenance positions have been some of the most difficult positions for the district to fill. In 2023, the City of Dickinson paid similar positions \$18.44 per hour and in 2024, the City is offering \$19.07 per hour. In 2023, DPRD paid between \$12-\$15 per hour for these positions. 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.

It is particularly difficult to fill weekend ballpark maintenance positions and late-season (post August 15) golf positions.

Staff Recommendation:

Adjust the base wage for the following roles for the 2024 season.

Old Position	New Position	2023 Wage	2024 Wage
Park Maintenance (Seasonal)	Park Maintenance	\$12.00	\$16.00
Park Maintenance (Part-Time)	Park Maintenance	\$14.00	\$16.00
Park Mower	Park Maintenance	\$13.50	\$16.00
Ballpark Maintenance Attendant	Park Maintenance	\$12.00	\$16.00
Golf Maintenance 1	Golf Maintenance	\$13.00	\$16.00
Golf Maintenance 2	Golf Maintenance	\$15.00	\$16.00
Patterson Lake Maintenance	Park Maintenance	\$13.00	\$16.00

Staff also recommend differential pay for these positions. All Part-time parks positions would be eligible for a \$1.00 per hour increase for all Saturday-Sunday shifts. All Part-time golf positions would be eligible for a \$1.00 per hour increase for all shifts worked on or after August 15th through the end of the season.

Fiscal Impact:

Approximately \$20,000 which is already contained in the 2024 budget

Impacted Fund:

General Fund

b. Executive Director Report

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

Heroes Park Updates:

Park Complete
Ribbon Cutting March 14 @ 2:30 PM

Sports Complex Updates:

Playground Ordered.
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
Part-Time: Lifeguards continue to be the greatest need.

Hole #17 Bridge:

Engineering work is scheduled to be completed by March.
Site survey and soil boring complete.

Marathon Petroleum Grant:

Working with Blue Sky Trail for design to use for RTP grant application in April. Blue Sky will be on site within the next week, weather pending.
Working with Game and Fish on Interpretive Signage.

Cold Weather Damage:

Repairs at the WRIC are complete.
Repairs at the WRCC entrance 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.

West River Ice Center:

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 and new wall panels (the existing panels are 33 years old). A request will likely be made by the hockey club in the coming months.

Other:

Lakeview Park design and MOU – Park approved by the county, Legal counsel working on the MOU.

Gold Medal application complete.

Recycling program at the WRCC will begin April 1st.

I have been asked to serve on the City of Dickinson Comprehensive Plan review committee.

We have completed our required COVID-19 funding close-out with NDDDES.

c. Legal Counsel Report

Legal Counsel Report as needed.

10. ADJOURNMENT