

# Park Board Agenda

4:00 pm, Monday, March 13, 2023

West River Community Center | Community Room

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVE MINUTES**

**5. CLAIMS**

**6. BUILDINGS/GROUNDS**

- a. Director of Buildings/Grounds Report

**7. RECREATION/FACILITIES**

- a. Director of Recreation/Facilities Report
- b. Part-Time Employee Longevity Program
- c. Dickinson Diamonds Agreement
- d. Diamonds Concessions Agreement
- e. Dickinson Baseball Agreement
- f. Mustang Baseball Agreement
- g. Mustang Concessions Agreement

**8. BUSINESS/FINANCE**

- a. Pledged Securities
- b. Approval of February Financial
- c. Friendship Park – Tooz Pay Application #8
- d. Dickinson Parks Logo and Branding
- e. Part-Time Wage Adjustments
- f. Baseball Turf Financing Proposals
- g. Adjustment to Administrative Calendar
- h. Executive Director Report
- i. Legal Counsel Report

**9. ADJOURNMENT**

# 1. CALL TO ORDER

Thursday, March 2, 2023 8:19 AM

## 2. ROLL CALL

Thursday, March 2, 2023 8:19 AM

### 3. PLEDGE OF ALLEGIANCE

Tuesday, March 7, 2023 12:18 PM

#### Conduct the Pledge of Allegiance.

I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

## 4. MINUTES

Thursday, March 2, 2023 8:19 AM

Motion is required for minutes from February 13 and February 21 meetings.

### **Park Board Meeting February 13, 2023**

Pursuant to due call and order, the Board of Park Commissioners, Dickinson Park District, met for a Regular Meeting at 4:00 pm, Monday, February 13, 2023, at the West River Community Center.

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

MINUTES: MOTIONED BY: Jo Marie Kadrmass; SECONDED BY: Tim Daniel to approve the meeting minutes from January 9. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

CLAIMS: MOTIONED BY: Nic Stevenson; SECONDED BY: Zach Keller to approve the January Claims in the amount of \$492,238.64. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

SPECIAL APPEARANCE – WRCC ½ Cent Sales Tax – Linda Carlson – Deputy City Administrator, Linda Carlson was present to review the half cent sales tax. She reviewed the Sales Tax ordinance #1233 which is a law, she said the items 1, 2, 3 is what the fund is to be used for. 1. Construction of a public building; 2. Operation, maintenance, and repair expenses of the public building; 3. Property tax reduction and infrastructure (streets, water, sewer). She then showed a half percent sales tax monthly breakdown and a sales tax comparison for the past six years 2016-2022. After which, Linda Carlson reviewed the WRCC maintenance budget saying that the city budgets a maintenance reserve for the West River Community Center. She said in 2020 the Park District requested and the full amount of \$380,564.35 came out of the fund to help with expenses. In 2023 there is a budget reserve of \$437,337.00. Park Board President Scott Karsky asked about the dollars, shouldn't that be the Park Board that sets that budget. She said the Park Board submits a letter at the beginning of the year requesting the funds needed for that year. Linda Carlson reviewed the project budget and disbursements. She then showed the bond payments, the Debt Service Schedule. She said we were paying \$1.8 million dollars for the bond with interest, she refinanced and lowered the payment to \$1.4 million but did not extend the maturity date. October 1, 2025 is the last payment for the bond that will come from pledges. Linda explained that the pledges are billed for their annual pledge each January which goes into a trust fund that the disbursement comes out of. Commissioner Nic Stevenson asked if after the bond is paid in 2025, we will have no liability for this building. Linda said yes, the bond will be paid off. Linda Carlson also showed a draft of her worksheet of the half cent sales tax fund which shows her projections for next six years. She said the predictions are hers, that is not what has been asked for. Discussion followed on property tax relief. Commissioner Stevenson asked if rather than property tax relief, is there a rainy-day fund or do we use the forecasted dollars and then there will be less property tax relief. Linda explained that the sales tax is supposed to be dedicated to the community center, there is still money that we are looking at from other areas for the community. She said she will be working with Benjamin on dollars that are needed. Commissioner Jo Marie Kadrmass asked about the library operations offset. Linda said the library falls under the cultural category of a community building. Executive Director Benjamin Rae said they are trying to be more proactive in the funding requests and work with legal counsel on the scope of what the sales tax can be used for. Linda said that will help with better predictions and then the dollars are there and are part of the budget and you won't have to come back and ask for amendments. The Board thanked Linda Carlson for her presentation.

Director of Recreation/Facilities Caleb Burgard introduced Hannah Pepich as our new Program Supervisor starting on February 2. The Park Board welcomed Hannah to the team.

#### BUILDINGS/GROUNDS

Director of Buildings/Grounds Report – Director Craig Pearson reviewed his report and said they will no longer be flooding the outdoor ice rinks with the warmer weather. He also said the same for grooming the cross-country ski trails. He commented that we filled the new maintenance specialist position, Matthew Lynch accepted the position, he'll start this Thursday. He updated the board on the cart shed, they are completely done with exterior and will start putting up walls and garage doors, then electrical. Director Pearson also reported that the staff is doing a remodel of Heart River Retreat, giving it a new face lift with paint, new carpet, etc.

#### RECREATION/FACILITIES

Director of Recreation/Facilities Report – Director Caleb Burgard reviewed his report and added that the Pat Fadden Classic racquetball tournament was cancelled due to low participants. He said racquetball in general is declining. Court 1 has been out for a long time, he said we'll look at an alternate use of that court. He reported that Personal Trainer TJ Dempsey, has taken a full-time position with the university and won't be training any longer. We recently hired Ashley Barry as a new personal trainer who will take over his clients. Director Burgard reported 60 teams for the THS/DHS Youth Basketball Tournament and the Blue Hawk Adult Basketball Tournament deadline is tomorrow. He said the Beat the Winter Blues event is this Saturday and we'll be offering a 10% discount on annual and 3-month memberships if paid in full.

2023 – 2025 Strategic Plan – Director of Recreation/Facilities Caleb Burgard reviewed the new Strategic Plan for 2023-2025, compiled with involvement of all full-time employees. Discussion followed on pickleball and tennis courts. Executive Director Benjamin Rae talked about the Mandan facility that was funded by Mandan Tennis Club has committed to the entire project on an 8-year commitment. He said the day he went to visit they had zero tennis players playing and had 20 pickleball players. Their tennis club president said they are making most of their money from pickleball. Discussion followed on funds. Director Rae said he'll be working with legal counsel to explore what is allowable to utilize the half cent funds.

#### BUSINESS/FINANCE

Approval of Pledge Securities – Provided for informational purposes only.

Approval of January Financial – Executive Director Benjamin Rae said he appreciates the staff's efforts to control expenses, utilities, etc. Overall, the financial is looking good to start the year.

MOTIONED BY: Zach Keller; SECONDED BY: Tim Daniel to approve January financial. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Fund Investment – Executive Director Benjamin Rae said interest rates have become much more favorable. Over the past several months, the interest on our operating accounts has risen from .25% to 1.75%. CD rates likewise rise with our banking institution to 4.31% for a 12-month CD. He said investing some of the District funds on a 12-month CD would increase our investment by 2.56% and when the CD matures, we will invest proportionately back into that fund. Director Rae said that it will give us more flexibility in case of emergency. Commissioner Jo Marie Kadrmas asked about a penalty for early withdrawal. Director Rae said we are going to leave enough in operating expenses, that even if we saw a reduction in 20% we would still be able to have enough funds available. He said a one-year CD would be maturing about the time next year that we are reporting on the financial. Director Rae said the staff recommends that the District invest in the following funds: \$100,000 from the Emergency Fund; \$300,000 from the Park Land Development Fund; \$100,000 from the Patterson Lake Fund; \$500,000 from the General Fund making a total investment of \$1,000,000. He said the staff considers this a safe amount to invest while maintaining General and other fund balances at a level that could be utilized in an emergency. MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Zach Keller to approve investing the amount of \$1,000,000 as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Friendship Park Pay Application – Tooz #7 – MOTIONED BY: Nic Stevenson; SECONDED BY: Zach Keller to approve the pay application #7 from Tooz Construction in the amount of \$63,120.00. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

2022 Year End – Executive Director Benjamin Rae gave a presentation on the 2022 year-end compared to last three years. The total fund balance total is \$2,881,651.43, he reviewed each fund. He showed the general fund for last three years with fund to start the year being \$1,156,618.53 compared to \$916,831.29 in 2021 and \$525,981.23 in 2020. Director Rae reviewed adult and youth programs showing the adult programs with a net income and youth programs show a negative balance which is consistent with past 3 years. For the West River Ice Center, he reported that the balance shows a larger loss last year due to the compressor and increase in utilities. He said he is optimistic for the future showing a good start this year. He reviewed the Hear River Golf Course showing a net income was \$42,603.14 in 2022. Director Rae then reviewed Patterson Lake, he said it is reflective of lot sales and expenses due to the parking lot with net loss of \$94,952.33. He said approximately \$40,000 is reimbursable expenses that will come in 2023. He showed Heart River Retreat and Veterans Pavilion, both showing a net income of \$3,788.21 for the retreat and \$11,589.58 for the pavilion. He went on to review the West River Community Center. In 2022, we were about the same deficit as 2021. He said the financial in January is starting out positive. Director Rae reviewed the 2023 budget. He said the city will be giving us the \$437,337 that we will be able to have direct access to. He said he's working with Director Craig Pearson to identify projects for the next three years so we can request those funds in advance. Discussion followed on funds from the City.

Budget Amendments – Executive Director Benjamin Rae reviewed the budget amendments. He recommended approval of the following amendments: General Fund budget amount of \$3,487,200 amended to \$309,402.30; Capital Betterment Fund budget amount of \$453,587 amended to -\$52,698.01; Current Projects Fund budget amount of \$0 amended to \$1,138,885.32; Parks & Facilities Replacement Fund budget amount of \$0 amended to \$522,305.08; Park Land Development Fund budget amount of \$0 amended to \$954,613.97; West River Community Center Fund budget amount of \$2,340,950 amended to \$53,411.14. MOTIONED BY: Nic Stevenson; SECONDED BY: Jo Marie Kadrmass to approve budget amendments as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Fund Transfers – Executive Director Rae reviewed the suggested transfers: \$344,819.70 to be transferred from the Parks & Facilities Replacement Fund to the West River Community Center Fund; \$30,700.07 to be transferred from the Future Projects Fund to the Current Projects Fund (Heroes Park). MOTIONED BY: Jo Marie Kadrmass; SECONDED BY: Nic Stevenson to approve the transfers as presented. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Full-Time Administrative Staff – Executive Director Rae reviewed the information. He is asking to move the front desk part-time position to a full-time position. He said it is important for the stability of the office and will help in separation of duties in our finance department. He said the fiscal impact is \$20,000 that is currently allocated to this position and will require an additional \$20,000 in salary, \$10,000 in retirement and taxes, \$21,000 in health insurance for a total of \$51,000 additional dollars. He said the position could be funded with current dollars in the 2023 budget but would require additional funds for 2024 budget. MOTIONED BY: Zach Keller; SECONDED BY: Nic Stevenson to approve the Administrative Specialist full-time position. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Game and Fish Minor Subdivision Survey & Plat – Executive Director Benjamin Rae said as part of the agreement transferring ownership of Patterson Lake to the District, the agreement indicated that the parcel containing the Game and Fish was to be subdivided into 3 plots. Game and Fish would take ownership of their property, the Bureau of Reclamation would take ownership of the access to the dam, and the District would retain ownership of the parking lot. He said the fiscal impact is \$17,000 which would be fully refundable upon the next lot sale. The Game and Fish has committed to 50% of the cost if we complete prior to July 1, 2023 which we would then reimburse them upon the first lot sale. He said if we don't have any lot sales, we'll continue to hold that expense until there is a lot sale. He said the recommendation is to move

forward with the survey and platting to complete our commitment to the conveyance agreement. MOTIONED BY: Tim Daniel; SECONDED BY: Nic Stevenson to approve the survey and platting of the Game and Fish property. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Heroes Park Design Review – Executive Director Rae showed the design of Heroes Park. He worked with the hospital to get an addition \$20,000 in donation for this park. He showed the site plan. He said we may adjust the size of the pavilion to accommodate the budget. He stated that it will be a toddler park themed for police, fire, and healthcare workers. Director Rae said that the District's contribution is \$50,000 and that this is just for informational purposes. He expects completion to take place this fall.

Executive Director Report – Executive Director Benjamin Rae said we are moving forward with our parks and recreation foundation, and he is working closely with legal counsel. He's also been asked by the city to be the chair of the trails committee for the city's comprehensive plan and will also be on the quality-of-life committee for the city. He said there will be a need for a special meeting for the baseball turf replacement bids on Tuesday, Feb. 21<sup>st</sup> at 7:30 am. President Scott Karsky added that in the future he would like to see upgrades at Turtle Park, possibly move the trees to show the dike.

Legal Counsel Report – Legal Counsel Randy Sickler had nothing to report.

Adjournment – MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Tim Daniel to adjourn the meeting at 5:26 pm. Upon vote, all aye. Motion carried.

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### **Park Board Meeting February 21, 2023**

Pursuant to due call and order, the Board of Park Commissioners, Dickinson Park District, met for a Special Meeting at 7:30 am, Tuesday, February 21, 2023, at the West River Community Center.

ROLL CALL: Members present were Scott Karsky, Tim Daniel, Jo Marie Kadrmas, Nic Stevenson, Zach Keller. Also present were Benjamin Rae, Caleb Burgard, Craig Pearson, Scott Schneider, Clerk Leah Hoenke.

Ballpark Turf Bids – Executive Director Benjamin Rae reviewed the ballpark turf bids said Legal Counsel Randy Sickler went through the documents as well. He said bidders were asked to provide 4 different bid amounts. The base bid to replace the turf as currently designed. Add alternate 1: To additionally add turf to the 1<sup>st</sup> and 3<sup>rd</sup> baselines in foul territory up to the current boundary of the infield and perpendicular to the fence. Add alternate 2: To additionally add turf around the edge of the infield extending 8 feet into the outfield. Add alternate 3: To include a concrete mound. Director Rae said bids were received from MidAmerica Golf and Landscape, FieldTurf USA, and Sprinturf. All three bids met or exceeded the specifications of the bid documents. He stated that staff and user groups would prefer construction of the base bid plus add alternate 1 and 2 due to consistent damage to the grass field in those areas which affects playability and increases maintenance costs. He said the staff's recommendation is to accept bid from Sprinturf as the low bidder. Director Rae said the standard is an 8-year warranty and this season will be the 12<sup>th</sup> season on the existing turf. He said we are deciding for the next 10-12 years. Commissioner Tim Daniel asked what staff preferred on type of turf. Director Rae said the warranties are all the same, FieldTurf has a longer pile length than the Sprinturf but all are considered well within the industry. Director Rae said the fiscal impact would exceed the currently committed funds of \$360,000 which consists of \$200,000 from quality-of-life funds (\$50,000/year for 2023-2026); \$100,000 from Dakota Community Bank & Trust (DCBT) Sponsorship (\$10,000 per year for 10 years); \$30,000 from Dickinson Baseball Club; and \$30,000 from Dickinson State University. He said expenses are \$13,900 for Apex Engineering. On other financial side, if we choose the add alternates it would be worth reaching out to Fisher



Sand and Gravel to see if they would donate a portion, worth pursuing. He said if we decided to finance, we would have the finance charges. If we go with low bid plus add alternate 1 and 2 we're at \$369,990. Director Rae explained the financing options. Interest rates are not in our favor right now and if pull from the Park Land Development Fund, it will tap out that fund for the time being. We'd need to take out financing for \$300,000. He said DCBT sponsorship expires in 3 years, they've committed to extend that another 10 years, \$10,000 per year. Commissioner Kadrmas said she's not interested in financing, not sure if that is prudent. Director Rae said we have 4 different things we are financing currently; equipment, infrastructure, fitness equipment, golf carts, as well as irrigation at golf course that is at zero percent. Discussion followed on expenses that the half cent sales tax could cover at WRCC. President Scott Karsky said he doesn't want to finance anything, but we have the sponsorship from the bank that is very involved and that could potentially help. Director Rae said we would need to go out to bid on financing. Discussion followed. President Scott Karsky said right now we just need to get a bid approval on the turf. Commissioner Tim Daniel said he thinks we need to do the two bid alternates. Director Rae said he feels like doing the alternates 1 and 2 would be the best way to go, priority is to make sure staffing can cover our needs down the road and this will help with that. Commissioner Tim Daniel said he thinks the Big Sticks is the biggest user of the facility and they are only paying \$5,000 per year towards projects. Director Rae said by far they pay the most in their rental of the facility than other user groups. Discussion followed. Commissioner Kadrmas asked about Sprinturf. Director of Recreation/Facilities Caleb Burgard said Scott Mack said they were all comparable in specifications. Scott Schneider with APEX was present and reviewed the differences. Commissioner Kadrmas said she's in support of bid from Sprinturf with alternates 1 and 2. Director Rae said if we are going to finance to look at 5 years to keep payment lower for more flexibility, \$300,000 for 5 years. He said life expectancy is 10 years with the warranty being 8 years. President Karsky said he recommends approving Sprinturf and hold off on financing. MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Tim Daniel to approve the turf bid from Sprinturf with \$369,990 including alternates 1 and 2 and direct staff to pursue information on financing. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried. Commissioner Nic Stevenson recommended keeping track of numbers on usage for the future. Director Rae said we will put together a chart of how much the groups pay and expenses.

Strategic Plan Approval – Executive Director Benjamin Rae said the strategic plan needs formal approval. MOTIONED BY: Nic Stevenson; SECONDED BY: Zach Keller to approve Strategic Plan as presented at the February 13 meeting. Roll call vote: Ayes-5; Nays-0; Absent-0. Motion carried.

Adjournment – MOTIONED BY: Jo Marie Kadrmas; SECONDED BY: Zach Keller to adjourn the meeting at 8:12 am. Upon vote, all aye. Motion carried.

# 5. CLAIMS

Thursday, March 2, 2023 8:19 AM

Motion is required.



	February, 2023	January, 2023	February, 2022
Vouchers	\$290,922.79	\$346,781.74	\$258,198.44
Direct Bank Debit	\$12,643.40	\$10,225.19	\$12,060.20
Net Payroll (Gross Payroll Amount \$177,839.73)	\$139,294.25	\$135,231.71	\$125,543.28
<b>TOTAL</b>	<b>\$442,860.44</b>	<b>\$492,238.64</b>	<b>\$395,801.92</b>

Bravera Trust Center (PR)	\$6,074.95
Bravera Trust Center (PR)	<u>\$6,568.45</u>
<b>Total</b>	<b>\$12,643.40</b>

Screen clipping taken: 3/9/2023 10:58 AM

# 6. BUILDINGS/GROUNDS

Thursday, March 2, 2023 8:19 AM

# a. Director of Buildings/Grounds Report

Thursday, March 2, 2023 8:20 AM

**TO:** Board of Park Commissioners

**FROM:** Craig Pearson Director of Buildings/Grounds

**DATE:** March 8, 2023

**RE:** Buildings/Grounds Report

## FACILITIES

The lap pool reopened after successful repairs were made by our facility maintenance crew to the pool's hydraulic valve system. Because our current system is no longer supported, and replacement parts are no longer manufactured, we will continue to explore a future change over to a mechanical system. H.A. Thompson has finely received all the heat exchanger plates from the manufacturer and will be here March 21-22 to make the necessary repairs to both heat exchangers. Johnson Controls were on site last week to make repairs and update our community center control system. During their inspection they found several control valve actuators not functioning properly. These actuators control each room's temperature from becoming too hot or cold. They will return next week to make the necessary repairs. Unfortunately, we are back in the market for new facility maintenance specialists. Our newest employee, Matthew Lynch decided this position was not a good fit and Jeremy Shipkowski has accepted a new position outside of parks and recreation. The job opening is posted, and we will look to interview and hire as soon as possible.

## PARKS

Park maintenance has spent a great deal of time with snow removal this winter. Scott and his staff have done a great job considering the large amount of property they cover. They have also managed to finish a large portion of the new cart storage shed at the Heart River Golf Course. Liberty Doors has installed all 16 overhead doors and should finish installing handles and locks next week. Denny's Electric finished wiring the shed with outlets in every unit and several lights on the outside of the building. The maintenance crew has constructed one interior wall and it looks amazing, as usual Scott and his crew did a fantastic job building the cart shed. With only the 14 interior walls to finish and if winter ever ends the cart storage building will be completed before the golf season starts. Scott will start laying carpet at the Heart River Retreat March 13<sup>th</sup> and we should be completed by March 17<sup>th</sup>. Park maintenance along with Marvin, Blake and their crews all helped take out hockey ice from the Charbonneau rink this past week.

## GOLF COURSE

Sam's course maintenance staff finished removing all the lumber from the old cart storage buildings. This salvaged lumber will save us approximately \$4,000 off the construction cost of the new cart building. Almost the entire golf course maintenance equipment fleet has been repaired and serviced this winter, Rod has only a few things to finish up to have us ready for spring. Sam is also working on having all the course setup supplies such as tee markers, ball washers, flags, flagsticks and driving range directionals cleaned, washed or painted before the golf course opens.

# 7. RECREATION/FACILITIES

Thursday, March 2, 2023 8:20 AM

## a. Director of Recreation/Facilities Report

Thursday, March 2, 2023 8:20 AM

**TO:** Board of Park Commissioners

**FROM:** Caleb Burgard, Director of Recreation/Facilities

**DATE:** March 6, 2023

**RE:** Recreation/Facilities Report

Patterson Lake Recreational Area  
Closed for season.

Heart River Golf Course

Sent the invoices for all existing new/old cart storage/trail fees. Mike has begun receiving inventory for the upcoming season and we are working with Leah and Kara on a marketing campaign for the remaining hole sponsorship signage advertisings.

West River Community Center

We have 6,358 total memberships, compared to 6,242 in March 2022. Beat the Winter Blues event was Saturday, February 18<sup>th</sup> and had 300+ people in attendance. Walk with a Doc, new program, started Saturday, February 25<sup>th</sup>. March Fitness Madness group fitness challenge is March 6<sup>th</sup>-April 1<sup>st</sup>. Pickleball tournament scheduled for Saturday, March 18<sup>th</sup>. Current swim lesson session resumed February 20<sup>th</sup> and concludes March 23<sup>rd</sup>. Desperately hiring for lifeguards, certification course scheduled for March 24-26.

West River Ice Center

Public Skate continues averaging 87 people per session, last scheduled public skate is Sunday, March 19<sup>th</sup> with the possibility of exploring public open skate in the summer with year round ice. Marathon Petroleum ice skating party Friday, March 10<sup>th</sup> and Skate with a Cop event Saturday, March 11<sup>th</sup>. Adult Winter Curling League and the Dickinson Adult Hockey League conclude March 12<sup>th</sup>.

Dickinson Parks and Recreation

All winter adult leagues (Basketball, Volleyball, Futsal, and Golf Simulator) are concluding in March/April. Summer Golf, Softball (Managers meeting Sunday, March 12<sup>th</sup>), and Sand Volleyball registrations are now open, with deadlines in April. Spring/Summer activity guide available soon, with program registration opening Wednesday, April 5<sup>th</sup> at noon. Currently still hiring for various part time & seasonal positions. DSU Career Fair, Tuesday, March 7<sup>th</sup>, Job Service Career Fair Tuesday, March 21<sup>st</sup>, and DPR Job Fair Friday, March 31<sup>st</sup>. THS/DHS athletic booster club youth basketball tournament was February 18 & 19, and we had 59 teams. Coca-Cola Blue Hawk Amateur Basketball Tournament was February 25 & 26, and we had 31 teams. North Dakota Amateur Basketball State Tournament in Minot, March 24-26, Andrew and I will be in attendance. Other upcoming March/April events & programs include our senior potluck club, mini art, youth facility orientation, kids cooking class, sports & fitness mixer, pool Easter egg hunt, little cooks, YAP volleyball, and early out day camp.

## b. Part-Time Employee Longevity Program

Tuesday, March 7, 2023 3:08 PM

Motion is required.

### Part Time Employee Longevity Program

**(PROPOSED)**

#### **Purpose:**

To recognize and show appreciation to part time employees that are committed to Dickinson Parks and Recreation and contribute to the overall success to its facilities and programs. The Longevity program is designed to reward and retain excellent employees.

#### **Who's Eligible:**

Employees who work 5 or more consecutive years are eligible to receive the benefits of the Longevity Program.

#### **Program Details:**

This program is offered as a perk of which can be revoked from any employee at any point in time. This program will be reviewed annually and may be altered or discontinued with or without notice.

The program is based on the calendar year. A list of eligible employees will be generated every January and distributed to direct supervisors to distribute benefits based on individual employee's years of service. Gift cards will be distributed the week of, or on the employees hire date anniversary.

Discounts/Punch cards will be the choice of the employee. For years 5 through 20+ years of service, the eligible employee will have the choice between a punch card OR membership/season pass discount, not both. The employee cannot mix and match benefits at different facilities. Discounts cannot be added to any current discounts the employee may already be receiving. Discounts and Punch Cards must be redeemed in the Dickinson Parks and Recreation administration office. Punch cards are intended to be used by the employee and their family members, not given away to any other person.

Employees who reach 5, 10, 15, 20, 25 etc. years of service milestones with the Park District will be recognized at the last park board meeting of the year.

#### **Implementation Date:**

**March 2023** – Gift Cards and Certificates will not be issued retroactively. However,

discounts and/or punch cards will be offered to those employees that qualify immediately.

### **Recognition Plan:**

#### **5 to 9 Years**

- \$50 Visa Gift Card on 5 year anniversary
- Certificate of Appreciation
- Option of 5% discount for membership at the HRGC and WRCC that extends to the employees immediate family—OR—a 5 punch punch card that can be used at the WRCC, HRGC, and WRIC annually.

#### **10 to 14 Years**

- \$100 Visa Gift Card on 10 year anniversary
- Certificate of Appreciation
- Option of 10% discount for membership at the HRGC and WRCC that extends to the employees immediate family—OR—a 10 punch punch card that can be used at the WRCC, HRGC, and WRIC annually.

#### **15 to 19 Years**

- \$150 Visa Gift Card on 15 year anniversary
- Certificate of Appreciation
- Option of 15% discount for membership at the HRGC and WRCC that extends to the employees immediate family—OR—a 15 punch punch card that can be used at the WRCC, HRGC, and WRIC annually.

#### **20 + Years**

- \$200 Visa Gift Card on 20 year anniversary
- Certificate of Appreciation
- Option of 20% discount for membership at the HRGC and WRCC that extends to the employees immediate family —OR—a 20 punch punch card that can be used at the WRCC, HRGC, and WRIC annually.



# c. Dickinson Diamonds Agreement

Tuesday, March 7, 2023 12:37 PM

**Motion is required.**

## DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB USE AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of March, 2023, 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, 2023 and ending March 31, 2024.
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.
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** 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 & RECREATION    DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB

By \_\_\_\_\_ By

\_\_\_\_\_  
President, Dickinson Park Board    President, Dickinson Diamonds Fast Pitch Softball Club

## d. Dickinson Diamonds Concessions Agreement

Tuesday, March 7, 2023 12:37 PM

**Motion is required.**

### DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB CONCESSION LEASE AGREEMENT

This agreement, made and entered into this 13<sup>th</sup> day of March, 2023, 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 2023 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, 2023 - March 31, 2024. 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 10<sup>th</sup> 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

By: \_\_\_\_\_  
President, Board of Park Commissioners

DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB

By: \_\_\_\_\_  
President, Dickinson Diamonds Fast Pitch  
Softball Club

# e. Dickinson Baseball Club Agreement

Tuesday, March 7, 2023 12:37 PM

**Motion is required.**

## **DICKINSON BASEBALL CLUB USE AGREEMENT**

THIS AGREEMENT, made and entered into this **13<sup>th</sup> day of March, 2023** 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 through 15.

### **1. Term**

This Agreement shall be for a period commencing **April 1, 2023** and ending **March 31, 2024**.

### **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)**

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.**

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

DICKINSON BASEBALL CLUB, INC.

\_\_\_\_\_  
President, Dickinson Park Board

\_\_\_\_\_  
President, Dickinson Baseball Club, Inc.

# f. Mustang Baseball Club Agreement

Tuesday, March 7, 2023 12:38 PM

**Motion is required.**

## MUSTANG BASEBALL CLUB CONCESSION LEASE AGREEMENT

This agreement, made and entered into this 13<sup>th</sup> day of March, 2023, 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 2023 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, 2023 - March 31, 2024. 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 10<sup>th</sup> 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

By: \_\_\_\_\_  
President, Board of Park Commissioners

MUSTANG BASEBALL CLUB

By: \_\_\_\_\_  
President, Mustang Baseball Club

# g. Mustang Baseball Club Concessions Agreement

Tuesday, March 7, 2023 12:38 PM

**Motion is required.**

## MUSTANG BASEBALL CLUB CONCESSION LEASE AGREEMENT

This agreement, made and entered into this 13<sup>th</sup> day of March, 2023, 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 2023 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, 2023 - March 31, 2024. 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 10<sup>th</sup> 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

By: \_\_\_\_\_  
President, Board of Park Commissioners

MUSTANG BASEBALL CLUB

By: \_\_\_\_\_  
President, Mustang Baseball Club

## 8. BUSINESS/FINANCE

Thursday, March 2, 2023 8:20 AM

# a. Pledged Securities

Thursday, March 2, 2023 8:21 AM

For informational purpose only.



## DICKINSON PARKS & RECREATOIN

Pledged Securities

February 28, 2023

Cusip	Maturity Date	Descriptions	Pledged Par	Market Value
057757JB3	04/01/35	BALDWIN & WOODVILLE WIS	300,000.00	229,086.00
122133ND9	04/01/26	BURLINGTON WIS	460,000.00	454,365.01
216874DR5	05/01/36	COOPERSTOWN N D	470,000.00	362,600.31
343640CP1	06/01/31	FLOYD CNTY IOWA	335,000.00	337,793.90
494123BD3	08/01/33	KILLDEER N D PUB SCH DIST NO 16	705,000.00	615,634.18
605815DP1	06/15/25	MISSOULA CNTY MONT SCH DIST NO 4 HELLGAT	400,000.00	396,828.00
649568JL7	02/01/34	NEW YORK MILLS MINN INDPT SCH DIST NO 55	400,000.00	343,876.01
65408RH80	02/01/32	NICOLLET MINN	300,000.00	296,135.99
660819AP8	12/01/33	NORTH MASON REGL FIRE AUTH WASH	300,000.00	286,956.00
675754BL8	05/01/36	ODEBOLT ARTHUR BATTLE CREEK IDA GROVE CM	490,000.00	461,139.00
766014DH4	12/01/28	RIDGEFIELD WASH	345,000.00	361,170.14
826005CB4	05/01/34	SIDNEY IOWA CMNTY SCH DIST	420,000.00	358,860.60
904427DD0	05/01/24	UNDERWOOD N D	345,000.00	334,625.84
938119DY7	12/15/33	WASHINGTON CNTY NEB SCH DIST NO 3	740,000.00	549,020.81
347820QB1	06/01/29	FORT MADISON IOWA	370,000.00	412,882.99
978369HU3	10/01/29	WOOD CNTY WIS	320,000.00	361,027.20
<b>Total</b>			<b>6,700,000</b>	<b>6,162,002</b>

Screen clipping taken: 3/8/2023 3:03 PM

## b. February Financial

Thursday, March 2, 2023 8:21 AM

**Motion is required.**



February Financial



Dickinson Parks and Recreation  
Balance Sheet  
As of 2/28/2023

	Y-T-D AMOUNT 2023	Y-T-D AMOUNT 2022	Y-T-D AMOUNT 2021
<b>Current Assets:</b>			
Cash in Bank - ABC (Operating)	\$4,461,080.44	\$4,330,977.80	\$3,883,919.51
Cash in Bank - ABC (Merchant)	11,445.88	680.32	1,853.24
Cash in Bank - ABC (Payroll)	(3.93)	0.00	0.00
Petty Cash	2,865.00	2,165.00	2,065.00
Prepaid Insurance Premiums	23,731.86	35,140.36	35,140.36
Total Cash and Investments	4,499,119.25	4,368,963.48	3,922,978.11
<b>Accounts Receivable:</b>			
Due from Employees	(775.67)	(769.15)	(378.47)
NSFChecks	0.00	0.00	0.00
Total Accounts Receivable	(775.67)	(769.15)	(378.47)
<b>Total Assets</b>	<b>4,498,343.58</b>	<b>4,368,194.33</b>	<b>3,922,599.64</b>
<b>Liabilities:</b>			
Accounts Payable	0.00	(127.09)	0.00
Federal W/H & FICA Taxes Payable	0.00	0.00	0.00
State Taxes W/H Payable	2,316.00	2,038.00	2,287.00
Child Support W/H Payable	0.00	0.00	380.50
Garnishment W/H Payable	0.00	0.00	0.00
Flex Spending Account W/H Payable	7,342.31	7,383.98	4,504.40
Medical Insurance W/H Payable	14,278.08	31,976.44	6,005.32
Dental/Vision Insurance W/H Payable	1,187.25	2,489.88	170.18
Life Insurance W/H Payable	117.24	213.44	(44.32)
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	113.00	187.00	116.00
Tanning Excise Tax Payable	117.92	76.42	126.30
Total Liabilities	25,471.80	44,238.07	13,545.38
<b>Fund Balances:</b>			
<b>Beginning Fund Balances</b>			
Parks & Recreation General Fund	1,156,618.53	916,831.29	525,981.23
Patterson Lake Fund	170,067.02	170,067.02	186,067.02
West River Community Center Fund	0.00	0.00	(14,844.90)
Capital Betterment Fund	384,170.05	327,043.32	336,694.66
Special Assessment Fund	2,817.01	2,654.08	841.09
Emergency Fund	100,088.86	100,088.86	100,088.86
Current Projects Fund	494,728.73	816,500.00	0.00
Future Projects Fund	121,007.81	141,707.88	243,412.88
Parks & Facilities Replacement Fund	5,969.32	16,621.90	389,968.86
Park Land Development Fund	407,041.89	1,361,655.86	690,456.69
Dickinson Park Dist. Foundation Fund	25,500.00	25,500.00	0.00
West River Expansion Fund	13,642.21	13,642.21	13,642.21
Total Beginning Fund Balances	2,881,651.43	3,892,312.42	2,472,308.60
Revenue Over Cash Expenditure	1,591,220.35	431,643.84	1,436,745.66
<b>Total Fund Balances</b>	<b>4,472,871.78</b>	<b>4,323,956.26</b>	<b>3,909,054.26</b>
<b>Total Liabilities and Fund Balances</b>	<b>4,498,343.58</b>	<b>4,368,194.33</b>	<b>3,922,599.64</b>

Fund Balance Report  
As Of 2/28/2023

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT	Y-T-D AMOUNT
	2023 BUDGET	2/28/2023	2023	2022	2021
<b>General Fund:</b>					
Total Revenue	\$3,656,075.00	\$772,510.10	\$1,216,415.20	\$1,183,825.13	\$1,169,236.65
Total Expenses	(3,655,200.00)	(234,374.04)	(447,042.38)	(443,540.84)	(436,771.10)
Net Income/(Loss)	875.00	538,136.06	769,372.82	740,284.29	732,465.55
Beginning Balance 1-1	0.00	0.00	1,156,618.53	916,831.29	525,981.23
General Fund Balance	875.00	538,136.06	1,925,991.35	1,657,115.58	1,258,446.78
<b>Patterson Lake Fund:</b>					
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	170,067.02	170,067.02	186,067.02
Patterson Fund Balance	0.00	0.00	170,067.02	170,067.02	186,067.02
<b>West River Community Center Fund:</b>					
Total Revenue	2,338,250.00	152,452.42	354,564.36	326,590.41	286,151.79
Total Expenses	(2,337,900.00)	(180,799.60)	(343,431.71)	(350,239.30)	(358,348.46)
Net Income/(Loss)	350.00	(28,347.18)	11,132.65	(23,648.89)	(72,196.67)
Beginning Balance 1-1	0.00	0.00	0.00	0.00	(14,844.90)
West River Community Center Fund Balance	350.00	(28,347.18)	11,132.65	(23,648.89)	(87,041.57)
<b>Capital Betterment Fund:</b>					
Total Revenue	473,775.00	185,579.76	275,359.78	263,579.83	256,302.28
Total Expenses	(473,775.00)	(29,085.92)	(37,427.83)	(24,272.79)	(24,940.59)
Net Income/(Loss)	0.00	156,493.84	237,931.95	239,307.04	231,361.69
Beginning Balance 1-1	0.00	0.00	384,170.05	327,043.32	336,694.66
Capital Betterment Fund Balance	0.00	156,493.84	622,102.00	566,350.36	568,056.35
<b>Special Assessments Fund:</b>					
Total Revenue	0.00	0.00	0.00	13.65	1,133.74
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	13.65	1,133.74
Beginning Balance 1-1	0.00	0.00	2,817.01	2,654.08	841.09
Special Assessments Fund Balance	0.00	0.00	2,817.01	2,667.73	1,974.83
<b>Emergency Fund:</b>					
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	100,088.86	100,088.86	100,088.86
Emergency Fund Balance	0.00	0.00	100,088.86	100,088.86	100,088.86
<b>Current Projects Fund:</b>					
Total Revenue	0.00	20,000.00	345,000.00	375,000.00	0.00
Total Expenses	0.00	(4,577.00)	(107,043.96)	(44,698.28)	0.00
Net Income/(Loss)	0.00	15,423.00	237,956.04	330,301.72	0.00
Beginning Balance 1-1	0.00	0.00	494,728.73	816,500.00	0.00
Current Projects Fund Balance	0.00	15,423.00	732,684.77	1,146,801.72	0.00
<b>Future Projects Fund:</b>					
Total Revenue	0.00	(10,000.00)	(10,000.00)	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	(10,000.00)	(10,000.00)	0.00	0.00
Beginning Balance 1-1	0.00	0.00	121,007.81	141,707.88	243,412.88
Future Projects Fund Balance	0.00	(10,000.00)	111,007.81	141,707.88	243,412.88
<b>Parks &amp; Facilities Replacement Fund:</b>					
Total Revenue	0.00	344,819.70	344,819.70	0.00	555,564.35
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	344,819.70	344,819.70	0.00	555,564.35
Beginning Balance 1-1	0.00	0.00	5,969.32	16,621.90	389,968.86
Parks & Facilities Replacement Fund Balance	0.00	344,819.70	350,789.02	16,621.90	945,533.21



Fund Balance Report  
As Of 2/28/2023

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT	Y-T-D AMOUNT
	2023 BUDGET	2/28/2023	2023	2022	2021
<b>Park Land Development Fund:</b>					
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Expenses	0.00	7.19	7.19	(854,613.97)	(11,583.00)
Net Income/(Loss)	0.00	7.19	7.19	(854,613.97)	(11,583.00)
Beginning Balance 1-1	0.00	0.00	407,041.89	1,361,655.86	690,456.69
Park Land Development Fund Balance	0.00	7.19	407,049.08	507,041.89	678,873.69
<b>Dickinson Park Dist Foundation Fund:</b>					
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	25,500.00	25,500.00	0.00
Dickinson Park Dist Fnd Fund Balance	0.00	0.00	25,500.00	25,500.00	0.00
<b>West River Expansion Fund:</b>					
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.00	0.00	0.00	0.00
Beginning Balance 1-1	0.00	0.00	13,642.21	13,642.21	13,642.21
West River Expansion Fund Balance	0.00	0.00	13,642.21	13,642.21	13,642.21
All Funds Total Revenue	6,468,100.00	1,465,361.98	2,526,159.04	2,149,009.02	2,268,388.81
All Funds Total Expense	(6,466,875.00)	(448,829.37)	(934,938.69)	(1,717,365.18)	(831,643.15)
Total Fund Balances	1,225.00	1,016,532.61	4,472,871.78	4,323,956.26	3,909,054.26
All Funds Total Profit/(Loss)	1,225.00	1,016,532.61	1,591,220.35	431,643.84	1,436,745.66

# c. Friendship Park - Tooz Pay Application #8

Tuesday, March 7, 2023 3:44 PM

Motion is required.

		<b>Contractor's Application for Payment No. #8</b>	
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 01/26/2023 to 2/25/2023	Application Date: 3/7/2023
To (Owner): Dickinson Parks and Recreation District	From (Contractor): Tooz Construction Inc.	Via (Engineer): Apex Engineering Group, Inc.	
Project: Friendship Park	Contract: Contract A - General Contract		
Owner's Contract No.:	Contractor's Project No.: 4216	Engineer's Project No.: 20432.0025	

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
CO #1	\$43,265.82			
CO #2		\$65,600.00		
TOTALS			\$43,265.82	\$65,600.00
NET CHANGE BY CHANGE ORDERS			-\$22,334.18	

1. ORIGINAL CONTRACT PRICE.....	\$ 790,476.90
2. Net change by Change Orders.....	\$ -22,334.18
3. Current Contract Price (Line 1 + 2).....	\$ 768,142.72
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	
(Column F total on Progress Estimates).....	\$ 8671,198.12
<b>5. RETAINAGE:</b>	
a. 10% X \$384,071.36 Work Completed.....	\$ 388,407.14
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 388,407.14
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 8622,790.98
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 5593,340.98
8. AMOUNT DUE THIS APPLICATION.....	\$ 339,450.00
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	
(Column G total on Progress Estimates + Line 5.c above).....	\$ 1135,351.74

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and


(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

**Contractor Signature**

By:  Date: 3/7/2023

Payment of: \$ \$39,450<sup>00</sup>/<sub>100</sub>  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:   
 (Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
 (Owner) (Date)

Approved by: \_\_\_\_\_  
 Funding or Financing Entity (if applicable) (Date)

Screen clipping taken: 3/7/2023 4:11 PM

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract) Friendship Park - Contract A - General Construction							Application Number: #8				
Application Period: January 26, 2023 to February 25, 2023							Application Date: 3/7/2023				
A			B		C	D	E	F			
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Previously Billed	This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
A.1	General Conditions	1	LSUM	\$19,200.00	\$19,200.00	\$17,280.00		\$17,280.00	90.0%	\$1,920.00	
A.2	Mobilization	1	LSUM	\$7,500.00	\$7,500.00	\$7,500.00		\$7,500.00	100.0%		
A.3	Clearing and Grubbing	1	LSUM	\$6,900.00	\$6,900.00	\$6,900.00		\$6,900.00	100.0%		
A.4	Topsoil Removal/Stockpile/Replace	1	LSUM	\$7,800.00	\$7,800.00	\$7,020.00		\$7,020.00	90.0%	\$780.00	
A.5	Earthwork/Grading	1	LSUM	\$44,500.00	\$44,500.00	\$42,275.00		\$42,275.00	95.0%	\$2,225.00	
A.6	Topsoil Import	150	CY	\$32.50	\$4,875.00					\$4,875.00	
A.7	Underground Utilities	1	LSUM	\$44,270.00	\$44,270.00	\$44,270.00		\$44,270.00	100.0%		
A.8	Aggregate Base Course - NDDOT CL 5	521	TON	\$61.00	\$31,781.00	\$31,781.00		\$31,781.00	100.0%		
A.9	Aggregate Base Course - NDDOT CL 13	253	TON	\$59.00	\$14,927.00	\$14,927.00		\$14,927.00	100.0%		
A.10	Curb and Gutter - All Types and Sizes	354	LF	\$31.00	\$10,974.00	\$10,974.00		\$10,974.00	100.0%		
A.11	4" Concrete Sidewalk with 4" Aggregate Base	3,395	SF	\$8.90	\$30,215.50	\$30,215.50		\$30,215.50	100.0%		
A.12	4" Concrete Thickened Edge Sidewalk with Aggregate Base	483	SF	\$9.20	\$4,443.60	\$4,443.60		\$4,443.60	100.0%		
A.13	Outer Loop Playground Area 4" Concrete Sidewalk with 6" Aggregate Base	2,954	SF	\$8.90	\$26,290.60	\$24,976.00		\$24,976.00	95.0%	\$1,314.60	
A.14	Concrete Valley Gutter	260	SF	\$10.27	\$2,670.20	\$2,670.20		\$2,670.20	100.0%		
A.15	Hot Bituminous Pavement - CO#1 Changed Parking Lot/Access Road to Concrete	342	TON	\$300.00	\$102,600.00	\$102,600.00		\$102,600.00	100.0%		
A.16	Detectable Warning Panel	100	SF	\$33.00	\$3,300.00	\$3,300.00		\$3,300.00	100.0%		
A.17	Precast Concrete Parking Block	8	EA	\$120.00	\$960.00					\$960.00	
A.18	Restroom facility	1.00	LSUM	\$394,500.00	\$394,500.00	\$276,150.00	\$39,450.00	\$315,600.00	80.0%	\$78,900.00	
A.19	Erosion Control	1.00	LSUM	\$5,000.00	\$5,000.00	\$4,000.00		\$4,000.00	80.0%	\$1,000.00	
A.20	Seeding - Irrigated Mix	0.35	AC	\$4,900.00	\$1,715.00					\$1,715.00	
A.21	Seeding - Non-irrigated Mix	1.55	AC	\$2,100.00	\$3,255.00					\$3,255.00	
A.22	Irrigation System - Deducted on CO #2	1.00	LSUM	\$22,800.00	\$22,800.00	\$22,800.00		\$22,800.00	100.0%		
CO#01	Change Order #01: Part 1 - Concrete Parking Lot	1	LSUM	\$37,737.57	\$37,737.57	\$37,737.57		\$37,737.57	100.0%		
CO#01	Change Order #01: Part 2 - Drain Tile	1	LSUM	\$5,528.25	\$5,528.25	\$5,528.25		\$5,528.25	100.0%		
CO #2	Change Order #2: Field Order #1 - Aggregate Deduct	1	LSUM	(42,000.00)	(42,000.00)	(42,000.00)		(42,000.00)	100.0%		
CO #2	Change Order #2: Field Order #2 - Irrigation Deduct	1	LSUM	(22,800.00)	(22,800.00)	(22,800.00)		(22,800.00)	100.0%		
CO #2	Change Order #2: Clearing and Grubbing- Owner Tree Removal	1	LSUM	(800.00)	(800.00)	(800.00)		(800.00)	100.0%		
<b>Totals</b>					<b>\$768,142.72</b>	<b>\$631,748.12</b>	<b>\$39,450.00</b>	<b>\$671,198.12</b>	<b>87.4%</b>	<b>\$96,944.60</b>	

Screen clipping taken: 3/7/2023 4:12 PM

## d. Dickinson Parks Logo & Branding

Tuesday, March 7, 2023 12:35 PM

Presentation will be given on a the Park District logo and re-branding.

**Motion is required.**

# e. Part-Time Wage Adjustments

Tuesday, March 7, 2023 12:35 PM

**Motion is required.**

**TO:** Board of Directors

**FROM:** Benjamin Rae, Executive Director

**DATE:** March 13, 2023

**RE:** Adjustments to Part-Time Base Pay

## **Background Information:**

The administrative staff does not like to request budget adjustments after approval of the final budget. However, sometimes such adjustments are necessary in the best interest of providing continued service to the community.

Part-time pay within the district was last adjusted in 2019. Since that time, inflation has sharply impacted wages for many businesses alongside ongoing worker shortages. Dickinson Parks District has not been immune to these pressures and is struggling to fill many key positions. While raising wages is not a guarantee for filling positions, we believe that it is important to at least remain competitive in the market. Part-time staffing provides the base for all recreational programming.

Worker shortages have impacted the district in several ways. First, part-time employee shortages have put undue pressure on full-time staff. Second, shortages lead to poor customer experiences. And third, shortages lead to facility closures. Dickinson Parks District has experienced these challenges recently.

The proposed wage adjustments will address the following areas specifically:

1. Set a minimum \$10 per hour wage for part-time positions.
2. Create a new coordinator position at the community center to address building supervision in the evenings and on weekends. The position would oversee both staff and facilities.
3. Address needed supervision at the ice center.
4. Address current employee shortages in parks maintenance, golf maintenance, and lifeguarding.
5. Move base pay more in line with market rates.

Since the budget had already been approved, I was hopeful that we could stretch this out until the 2024 budget. However, current shortages in the areas listed above make me believe that if we do not act now, we will have a significant drop in the level of service at the golf course and in the parks, and we will certainly have pool closures.

Any shortfall in the 2023 budget would be addressed with reserve funds and the ½ cent sales tax. Two-thirds of the increase would occur at the WRCC. For me, this should be considered a primary use for the approved sales tax funds. Additionally, the fee structure will be addressed for the 2024 fiscal year to account for increased costs. Fee adjustments will be considered before increases to the mill levy, but some level of increase to the mill levy will be needed to fund the increases in the future. Finally, through the first two months of the year, revenues are strong, and expenses have been steady.

## **Staff Recommendation:**

Approval of proposed part-time base pay rates with administrative discretion to spend necessary funds for such changes to be addressed with the 2023 budget amendment.

## **Fiscal Impact:**

Approximately \$40,000 to the General Fund and \$80,000 to the WRCC Fund

## **Impacted Fund:**

General Fund

WRCC Fund

## f. Baseball Turf Financing Proposals

Tuesday, March 7, 2023 12:35 PM

**Motion is required.**

**TO:** Board of Directors

**FROM:** Benjamin Rae, Executive Director

**DATE:** March 13, 2023

**RE:** Baseball Turf Replacement Financing Proposals

### **Background Information:**

Requests for municipal lease bids were sent to all local banks. Responses were received from 4 banks. As anticipated, interest rates were significantly higher than the last time the district sought financing.

Option 1: Based on the proposals, financing the turf replacement would cost the district approximately \$45,000 in interest in addition to the \$375,000 principal over 5-years. This would preserve existing fund balances for future projects and allow those funds to be invested.

Option 2: Utilizing current funds to pay off the project up front would eliminate interest payments but would also eliminate interest earnings.

Current CD rates at our bank are 4.31% for 12-months so minimally less than the 4.4% interest for the lease. I also expect that interest rates will continue to rise.

I don't foresee using money from the Park Land Development Fund in the foreseeable future which is in line with our Strategic Plan.

### **Staff Recommendation:**

I would recommend that we pay for the project from existing District funds.

### **Fiscal Impact:**

Estimate \$45,000 in interest for the life of the loan

### **Impacted Fund:**

Current Projects and/or Park Land Development

**Turf Replacement**

	<b>Financial Institution</b>	<b>Rate</b>	<b>Closing Costs</b>
1	Dakota Community Bank & trust	4.99%	\$250.00
2	Dacotah Bank *Addendum	4.60%	\$0.00
3	Bravera Bank	4.65%	\$0.00
4	Kirkwood Bank with Kinetic Leasing, Inc.	4.40%	\$499.00

\*Good through April 8th

Screen clipping taken: 3/8/2023 5:05 PM

## g. Adjustment to Administrative Calendar

Tuesday, March 7, 2023 12:35 PM

**Motion is required.**

**TO:** Board of Directors

**FROM:** Benjamin Rae, Executive Director

**DATE:** March 13, 2023

**RE:** Adjustments to Administrative Calendar

### **Background Information:**

The April Park Board meeting was originally scheduled for Monday, April 10, 2023, the day following Easter. At the direction of the Park Board, staff has discussed moving the meeting and has determined that Monday, April 17, 2023 at 4 PM would be a better date for the meeting.

### **Staff Recommendation:**

Approval of the date change for the April Board Meeting

### **Fiscal Impact:**

None

### **Impacted Fund:**

None



# h. Executive Director Report

Tuesday, March 7, 2023 12:36 PM

**TO:** Board of Park Commissioners

**FROM:** Benjamin Rae, Executive Director

**DATE:** March 7, 2023

**RE:** Executive Report

## Friendship Park Updates:

Restroom walls and roof are complete. Siding is being installed.  
Poured in place surface will be installed in the spring.  
DPR Staff will install irrigation and plant seed in the spring.  
Expected completion: May/June 2023

## Heroes Park Updates:

Updated design completed.  
Anticipate a fall installation.

## Sports Complex Updates:

MOU being reviewed.  
Resuming meetings next week in preparation for spring work.  
It is anticipated that only the championship field will be used this season. Soccer may be ready for the fall, but that is still questionable.  
BC6 is working on playground designs.

## Baseball Field Turf Replacement:

Bid accepted with Sprinturf  
We negotiated an additional \$5,000 off the price for selecting Add Alternates 1 & 2  
Financing bids collected.

## Staffing Updates:

Jeremy Shypkowski has left the district effective March 10<sup>th</sup>. We will look to replace him internally.  
Jacob Shypkowski will be moving to the role of Parks Mechanic and we will seek to fill his position.  
Matthew Lynch left Facility Maintenance after 2-weeks so we will be looking to fill 2 Facility Maintenance positions. We likely have 1 PT employee in-house that would like one of the positions.

## Private Cart Storage at HRGC:

Working to install walls between each stall.  
Electrical and garage doors complete.  
Completion estimate: March 2023

## Legislative Session:

We continue monitoring bills related to changes in installment membership phrasing, access to state infrastructure loan funds, and penalties for drug offenses within 300 feet of a public park.

## Ice Center Locker Room Renovation:

Demolition of existing locker rooms began on March 6<sup>th</sup>.  
Completion Estimate: September 2023

## i. Legal Counsel Report

Tuesday, March 7, 2023 12:36 PM

Report from Legal Counsel Randy Sickler if needed.

# 9. ADJOURNMENT

Thursday, March 2, 2023 8:21 AM