

Park Board Agenda



Dickinson Parks & Recreation - Park Board Meeting

3:30 pm, Tuesday, March 18, 2025

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. Sarah Carlson – WRCC Drop Off

6. CONSENT AGENDA

- a. Minutes
- b. Claims
- c. Dickinson Diamonds Agreement
- d. Dickinson Baseball Club Agreement
- e. Mustang Baseball Club Agreement
- f. Dickinson Hockey Club Agreement

7. BUILDINGS/GROUNDS

- a. Director of Buildings/Grounds Report – Craig Pearson
- b. Resolution for the Sale of Equipment – Craig Pearson

8. RECREATION/FACILITIES

- a. Director of Recreation/Facilities Report – Caleb Burgard

9. BUSINESS/FINANCE

- a. February Financial – Benjamin Rae
- b. 2023 Audit Report – Benjamin Rae
- c. Scoreboard Agreement – Benjamin Rae
- d. Updates on WRCC Projects – Benjamin Rae
- e. Executive Director Report

10. ADJOURNMENT

5. SPECIAL APPEARANCE

- a. Sarah Carlson - WRCC Drop-Off

6. CONSENT AGENDA

Combined motion for all items.

- a. Minutes
- b. Claims
- c. Dickinson Diamonds Agreements
- d. Dickinson Baseball Club Agreement
- e. Mustang Baseball Club Agreements
- f. Dickinson Hockey Club Agreements

a. Minutes

Park Board Meeting

February 10, 2025

Pursuant to due call and order, the Board of Park Commissioners, Dickinson Park District, met for a Regular Meeting at 3:30 pm on Monday, February 10, 2025, at the West River Community Center.

ROLL CALL: Present were Commissioners Tim Daniel, Zach Keller, and Tyler Tucker. Also, present were Executive Director/Clerk Benjamin Rae, Director of Buildings/Grounds Craig Pearson, Director of Recreation/Facilities Caleb Burgard, and Administrative Manager Leah Hoenke. President Scott Karsky and Nic Stevenson were absent. Nic Stevenson joined the meeting at 3:35 pm.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was given.

APPROVAL OF AGENDA: MOTIONED BY: Zach Keller; SECONDED BY: Tyler Tucker to approve the agenda as provided. Roll call vote: Ayes-3; Nays-0; Absent-2 (Karsky/Stevenson). Motion carried.

CONSENT AGENDA – Consent agenda items were presented for approval as follows. Meeting minutes from January 13 and January Claims of \$519,432.51. MOTIONED BY: Zach Keller; SECONDED BY: Tyler Tucker to approve the consent agenda items as presented. Roll call vote: Ayes-3; Nays-0; Absent-2 (Karsky/Stevenson). Motion carried.

BUILDINGS/GROUNDS

Director of Buildings/Grounds Report – Director Craig Pearson provided a written report for informational purposes.

RECREATION/FACILITIES

Director of Recreation/Facilities Report – Director Caleb Burgard provided a written report for informational purposes. Caleb added the golf course early bird special with 50 passes sold to date. He said we'll be having an open house on February 26 at the golf course. Beat the Winter Blues event was estimated at 650 people attending. The first annual Sandy Deichert 4x4 volleyball tournament has 30 teams enrolled. The Coca Cola/Blue Hawk youth basketball tournament has 65 teams registered to date.

Commissioner Nic Stevenson joined the meeting at 3:35 pm.

BUSINESS/FINANCE

December Financial – Executive Director Benjamin Rae reviewed both the December and January financials.

MOTIONED BY: Tyler Tucker; SECONDED BY: Zach Keller to approve the December financial as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Karsky). Motion carried.

January Financial – MOTIONED BY: Zach Keller; SECONDED BY: Tyler Tucker to approve the January financial as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Karsky). Motion carried.

2024 Annual Report/Year End Review – Executive Director Benjamin Rae commented that the annual report has been completed. He gave a 2024 end of year review on the financials. Fund balances ended at \$2,973,450 for the General Fund; West River Community Center Fund at \$2,432,900 and Park Facility Fund is at \$497,014. These numbers will reflect the recommended budget amendments and fund transfers. He reviewed each of the funds. For the WRCC fund, Director Rae stated that we always start the year at \$0 and we have discontinued the Patterson Lake Fund. The parks and recreation general fund is at \$1,400,702.93 saying that he feels good about where that is in comparison to the last 3-year totals. We had a greater expense on retirement funds in 2024. For adult programs, revenue is strong,

and expenses were kept in check. Youth programs, revenue is growing and controlling expenses, which is a difficult thing to do. For the West River Ice Center, you'll notice revenue is down because of a hockey payment that did not come in December. Heart River Golf Course revenue is strong over the last couple of years, net income was \$281,244.39 in 2024. Patterson Lake revenue totals, overall net is looking good with limited revenue streams at the lake. The Heart River Retreat end of year total is \$11,864.74 compared to a higher total in 2023 but we did some updates that offset the revenue. Veterans Pavilion net was \$12,486.89. Director Rae moved on to review the West River Community Center fund balance, revenue from memberships is showing a much stronger trend in the positive direction. He reviewed membership totals saying over the last 3 years, 2024 is up month over month. Discussion followed on memberships.

2024 Budget Amendments – Executive Director Benjamin Rae reviewed the 2024 Budget Amendments saying that amendments occur every year if we don't hit the expense number that was expected. It is required that the board approves the over-expenditure. He also said revenue did still exceed expenditure. He showed that the General Fund budget amount was \$3,945,163 with amended amount of \$144,213.21 due to Patterson Lake sales and Retirement Fund. He said the West River Community Center budget amount was \$2,432,634 amended to \$110,969.20. Director Rae stated recommended approval of budget amendments. MOTIONED BY: Nic Stevenson; SECONDED BY: Tyler Tucker to approve the 2024 Budget Amendments as presented. Roll call vote: Ayes-4; Nays-0; Absent-1 (Karsky). Motion carried.

Commissioner Zach Keller left the meeting at 3:55 pm.

2024 Fund Transfers – Executive Director Benjamin Rae reviewed the suggested fund transfers.

\$40,926.63 to be transferred from the West River Community Center to West River Improvements.

\$5,000 to be transferred from Parks & Facilities Replacement to Park Land Development.

\$227,224.25 to be transferred from Park and Recreation General Fund to Future Projects.

\$227,224.25 to be transferred from Park and Recreation General Fund to Park Land Development.

\$26,490.87 to be transferred from Park Land Development to Current Projects.

\$12,396.20 to be transferred from West River Community Center to Current Projects.

\$53,829.74 to be transferred from Current Projects to Capital Betterment.

MOTIONED BY: Nic Stevenson; SECONDED BY: Tyler Tucker to approve the 2024 Fund Transfers as presented. Roll call vote: Ayes-3; Nays-0; Absent-2 (Karsky/Keller). Motion carried.

Resolution for the Sale of Equipment – Vice Chair Tim Daniel read the Resolution for the Sale of Equipment as follows. Resolution for the Sale of Equipment. Whereas, the governing body of the Board of Park Commissioners, City of Dickinson, owns certain equipment that is no longer required for operational needs; and WHEREAS, it is in the best interest of Dickinson Parks and Recreation District to dispose of said surplus equipment in a manner that maximizes value and complies with applicable laws and regulations; and WHEREAS, North Dakota Century code 40-11-04 requires the governing body to pass a resolution specifically approving such a sale; WHEREAS the specific equipment proposed for sale includes: 1973 Chevrolet Dump Truck (VIN# CCE613V123533); 1981 Chevrolet Flat Bed Pickup (VIN#IGCGC24T4BJ104056); 1982 Ford F100 Pickup (VIN# IFTCF10F4CPA51681); 1989 Ford Dump Box Pickup (VIN# IFTEF25N8KPB47505); 1990 Chevrolet Pickup (VIN# IG CDC14ZILZ225258); 1994 Ford Pickup (VIN# IFTEF15Y7RLA31623); 1984 Case 5800 Backhoe/Loader (Serial# 9054116); 2014 John Deere Mower (VIN# 1TC1600TKEF200105); 2014 John Deere Mower (VIN# 1TC1600TKEF200104); 2011 Husqvarna Mower (Serial# 072711A001783); 2019 Swisher Trail Mower (Serial# L11-077085); 2014 Jacobsen Groom Master II (Serial# 088010-01788). THEREFORE, BE IT RESOLVED that the governing body of the Dickinson Park District specifically approves the sale of excess maintenance equipment and delegates authority to District staff to facilitate the sale process. Passed and Adopted this 10th day of

February 2025.

MOTIONED BY: Tyler Tucker; SECONDED BY: Nic Stevenson to approve the Resolution for the Sale of Equipment as read. Roll call vote: Ayes-3; Nays-0; Absent-2 (Karsky/Keller). Motion carried.

New Mower Bid Acceptance – Executive Director Rae provided the new mower bid documents. The 2 John Deere mowers that were received in 2014 are no longer working and we are unable to fix compared to the Toro mowers that are lasting much longer. The staff is recommending the higher bid due to experience and long-term cost of ownership is better served on the Toro mower. Park Operations Manager Scott Mack was present to answer any questions the Board may have. Commissioner Nic Stevenson asked how much we budgeted for this project. Executive Director Benjamin Rae answered that we budgeted \$94,000. Manager Scott Mack said we have 2 John Deere's but everything else is Toro. Director of Buildings/Grounds Craig Pearson said that Toro is more expensive, but the build quality and longevity is far and away better than John Deere in his experience. Vice Chair Tim Daniel stated that downtime can be a factor too. Manager Mack went on to say that the John Deere's had 160 hours in 2024, of which they spent \$6,194 for 2 mowers that no longer work. He said that the 4 Toro mowers that we used all year with a total cost of \$2,135 in 2024. Executive Director Rae reiterated to the board that the century code requires the board to award the lowest responsible bid. Commissioner Nic Stevenson said based on the information provided, he would accept the recommendation of the staff to purchase the Toro mower as presented. Commissioner Tyler Tucker asked for clarification of the century code. Director Rae said it is the lowest most responsible bid and legal counsel said we can and should document a history of issues with a particular product, if applicable, as justification for not choosing the lowest bid. MOTIONED BY: Nic Stevenson; SECONDED BY: Tyler Tucker to approve the new mower bid from Toro in the amount of \$91,768.09. Roll call vote: Ayes-3; Nays-0; Absent-2 (Karsky/Keller). Motion carried.

Painting Bid Approval – Executive Director Benjamin Rae said that the backwash system update for the lap pool will be updated March 20-April 6 as approved previously by the board. During this time, the lap pool will be closed. The staff would like to take the opportunity to make additional improvements to the lap pool area including new equipment storage, removing unused existing pool blankets and reels, dispose of excess lane lines, drywall repair and new paint. The lap pool walls have not been painted in 21 years other than occasional touch-up. Additionally, in many locations, the drywall seams are peeling. The staff have reached out to local painting companies to repair the dryland and update the paint. BZ Drywall and Painting submitted a bid of \$16,975 for the walls and an additional \$4,500 for ductwork. At this point, we do not anticipate them doing the duct work unless something arises during the project. Director Rae said the staff recommends approval of the painting project and other improvements as listed in the report not to exceed \$25,000. Commissioner Stevenson asked if this was budgeted. Director Rae said it is coming out of the overall improvement fund. He said this is a priority given the lower cost and that we are going to be closed already. MOTIONED BY: Tyler Tucker; SECONDED BY: Nic Stevenson to approve the painting project and other improvements, not to exceed \$25,000. Roll call vote: Ayes-3; Nays-0; Absent-2 (Karsky/Keller). Motion carried.

Executive Director Report – Executive Director Benjamin Rae provided a written report for informational purposes. He wanted to talk about the legislative session, he and Director of Recreation/Facilities Caleb Burgard went to the Southwest Night at the Legislature and will also attend a 2-day session next week. He updated the Board on legislative progress of bills we are following. Discussion followed on the daylight savings time that is being proposed to be eliminated. Director Rae stated that Park Districts are not in favor due to the timing of our evening programming. He also noted that he has been in discussions with a developer on the south side of town. If we get closer, we may need to have an executive session. Commissioner Tyler Tucker asked if we have a conclusion on the roofing project. Director Rae said it is not completed, still work that needs to be finalized and he will keep the board updated.

Adjournment – MOTIONED BY: Tyler Tucker; SECONDED BY: Nic Stevenson to adjourn the meeting at 4:29 pm. All aye, motion carried.

b. Claims



	February, 2025	January, 2025	February, 2024
Vouchers	\$345,802.66	\$310,698.71	\$374,792.29
Direct Bank Debit	\$12,068.44	\$12,630.67	\$14,386.84
Net Payroll (Gross Payroll Amount \$213,313.66)	\$167,308.66	\$196,103.13	\$175,625.65
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TOTAL	\$525,179.76	\$519,432.51	\$564,804.78

Bravera Trust Center (PR)	\$5,126.01
*Bravera Trust Center (PR)	<u>\$6,942.43</u>
Total	\$12,068.44

*\$4,152.72 Forfeitures applied to payment

c. Dickinson Diamonds Agreement

Dickinson Diamonds Fast Pitch Softball Use Agreement 2025

Dickinson Diamonds Fast Pitch Concessions Agreement 2025



Diamonds
Fast Pitch...

**DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB
USE AGREEMENT**

THIS AGREEMENT, made and entered into this **18th day of March, 2025**, 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, 2025** and ending **March 31, 2026**.
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 **\$30.00 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: _____
President, Board of Park Commissioners

By: _____
President, Dickinson Diamonds Fast Pitch Softball Club

DICKINSON DIAMONDS FAST PITCH SOFTBALL CLUB CONCESSION LEASE AGREEMENT

This agreement, made and entered into this **18th day of March, 2025**, 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 **2025** softball season. Diamonds may contract or bid out the concession operation for an annual fee of **\$350.00**.

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, 2025 – March 31, 2026**. 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: _____
President, Board of Park Commissioners

By: _____
President, Dickinson Diamonds Fast Pitch Softball Club

d. Dickinson Baseball Club Agreement

Dickinson Baseball Club Agreement 2025



DBC
Agreeme...

DICKINSON BASEBALL CLUB USE AGREEMENT

THIS AGREEMENT, made and entered into this **18th day of March, 2025** 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, 2025 and ending March 31, 2026.**

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 @ \$40/prep for games. DCB&T Field @ \$15/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.

e. Mustang Baseball Club Agreement

Mustang Baseball Club Use Agreement 2025

Mustang Baseball Club Concession Agreement 2025



Mustang
Baseball ...

**MUSTANG BASEBALL CLUB
USE AGREEMENT**

THIS AGREEMENT, made and entered into this **18th day of March, 2025**, 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, 2025, and ending March 31, 2026**.
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.
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 **\$30.00 per field prep** 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 _____
President, Dickinson Park Board

By _____
President, Mustang Baseball Club

MUSTANG BASEBALL CLUB CONCESSION LEASE AGREEMENT

This agreement made and entered into this **18th day of March, 2025**, 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 **2025** baseball season. Mustang may contract or bid out the concession operation for an annual fee of **\$350.00**.

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, 2025 – March 31, 2026**. 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: _____
President, Board of Park Commissioners

By: _____
President, Mustang Baseball Club

f. Dickinson Hockey Club Agreement

Dickinson Hockey Club Use Agreement 2025-2026

Dickinson Hockey Club Concession Agreement 2025-2026



DHC WRIC

Use Agre...

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

This agreement, made and entered into this **18th day of March, 2025**, 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, 2025 – March 31, 2026**. 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 **2025 May** – July ice & dry land hours, payment of the usage fee shall be received no later than the 15th of August.
\$12,000 – May, June, & July

For the **2025 - 2026** August-March skating season DHC, Inc. shall pay to District the sum of **\$75.00** 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, 2025** includes August – November ice & dry land hours. 2nd installment due **April 15, 2026** 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 **2025-2026** 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 29, Tuesday's	6:00 p.m. to 9:00 p.m.
Starting Dec. 7, 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 Recreation/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 **2026-2027** 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:

- a. 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.
- b. DHC, Inc.'s hockey coordinator shall serve as the scheduling representative.
- c. DHC, Inc. will govern all aspects of the Learn To Skate program, incurring all expenses and retaining all proceeds of the program.
- d. 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.
- e. 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.
- f. 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 **four** 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)
- d. **Locker rooms (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: _____
President, Board of Park Commissioners

By: _____
President, Dickinson Hockey Club, Inc.

HOCKEY CONCESSION LEASE AGREEMENT

This agreement, made and entered into this **18th day of March, 2025**, 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 **2025 - 2026** hockey season. DHC, Inc. may contract or bid out the concession operation for an annual fee of **\$350.00**.

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, 2025 – March 31, 2026**. 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: _____
President, Board of Park Commissioners

By: _____
President, Dickinson Hockey Club, Inc.

7. BUILDINGS/GROUNDS

- a. Director of Buildings/Grounds Report - Craig Pearson
- b. Resolution for the Sale of Equipment - Craig Pearson

a. Director of Buildings/Grounds Report

TO: Board of Park Commissioners

FROM: Craig Pearson, Director of Buildings/Grounds

DATE: March 5, 2025

RE: Buildings/Grounds Report

FACILITIES

March begins with the first official push into spring with ice being removed from the Charbonneau arena this week. The compressor to Charbonneau arena was shut down Sunday, March 2nd to prepare for the removal of logos, ice, boards, and glass the following morning. By Tuesday night the arena was spotless and ready to host its first event of the season that began Wednesday afternoon. The ice center staff along with help from Marvin, Alex and the entire parks department made this the best managed and best executed ice removal event to date. This week we will begin interviewing for the two full-time positions, one at the WRIC and one at the WRCC. We received 14 applications between the two positions and interviews will be conducted over the next two weeks. Associated Pools will be on site March 22nd to begin work converting the lap pool back wash system to a manual system. The lap pool walls will undergo repair work and a fresh coat of paint while the lap pool is closed for the back wash conversion.

PARKS

Scott and the park maintenance staff continue to work on the new cart storage building when weather permits. With the recent warmer weather, the parks staff have made incredible progress and are well ahead of schedule to complete the cart building before the opening of the golf course. Although waiting for the arrival of overhead doors and the completion of the electrical work will determine when the units are ready for rental. The office remodel at the golf maintenance facility is almost finished with only the construction of the new restroom left to complete. The ice removal in the Charbonneau arena this week could not be accomplished in two days without the outstanding work of the entire park maintenance staff.

GOLF COURSE

Sam and Curt will be in Minneapolis, MN this week for two days of classes at the Toro irrigation headquarters. The purpose of these classes is to expand their working knowledge of the new Toro Lynx program that runs the central irrigation computer at the Heart River Golf Course. These courses are essential for managing water on the golf course to produce optimal playing conditions. Curt will be moving from the ice center back to golf maintenance next week where he will again serve as Sams assistant superintendent for the next 8 months. Golf maintenance will begin removing the hydro mulch covering on the greens next week if the weather permits as we begin our course cleanup in anticipation of the golf course opening this spring.



RESOLUTION FOR THE SALE OF EQUIPMENT

WHEREAS, the governing body of the Board of Park Commissioners, City of Dickinson, owns certain equipment that is no longer required for operational needs; and

WHEREAS, it is in the best interest of Dickinson Parks and Recreation District to dispose of said surplus equipment in a manner that maximizes value and complies with applicable laws and regulations; and

WHEREAS, North Dakota Century code 40-11-04 requires the governing body to pass a resolution specifically approving such a sale;

WHEREAS; the specific equipment proposed for sale includes:

- 1997 Toro Sand Pro 5000 (Serial#: 08870-10126) Value: \$50
- Charterhouse Rapidcore Aerator (Serial#: 984347) Value: \$100
- Turfco Topdresser (Serial#: 398969) Value: \$50
- 1992 Mazda B-2200 Pickup (VIN#: JM2UF1138N0276850) Value: \$400
- 1980 Chevrolet ¾ Ton Pickup (VIN#: CKM24AF315715) Value: \$500

WHEREAS; the Board of Park Commissioners confirms the estimated values of the proposed equipment;

THEREFORE, BE IT RESOLVED that the governing body of the Dickinson Park District specifically approves the sale of excess maintenance equipment and delegates authority to District staff to facilitate the sale process in accordance with North Dakota Century Code with equipment under \$2,500 in value being sold at a public or private sale.

Passed and Adopted this 18th day of March 2025

President, Dickinson Board of Park Commissioners

Date

Executive Director, Dickinson Parks and Recreation

Date

8. RECREATION/FACILITIES

a. Director of Recreation/Facilities Report

TO: Board of Park Commissioners

FROM: Caleb Burgard, Director of Recreation/Facilities

DATE: March 5, 2025

RE: Recreation/Facilities Report

Patterson Lake Recreational Area

Closed for season.

Heart River Golf Course

Closed for season. Open house was successful and our early bird 5% off special we sold 202 season passes compared to 178 in January 2024.

West River Community Center

We have 6,833 total memberships (6,065 annual, \$227,172.58 YTD Annual), compared to 6,639 (5,835 annual, \$261,367.06 YTD Annual) in February 2024. Winter aquatic lessons current session is February 17th – March 20th and final session is April 7th – May 8th. Lifeguard Certification Course scheduled for March 14th – 16th, pretest March 7th. Lap pool closed March 20th – April 6th. DCB&T It's a Big Dill Pickleball Tournament scheduled for March 7th – 9th with 66 participants, 71 in 2024. WRCC Teens After Hours event scheduled for March 28th.

West River Ice Center

Open public skate continues averaging 86 people per session in the month of February (82 in 2024) 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. Adult winter curling league has concluded, and Dickinson Adult Hockey League concludes March 30th. Off-ice vendors/exhibits this month include Charbonneau Car Show, Make-a-Wish, ND Country Fest Your Town Tour, and King of the North Powerlifting.

Dickinson Parks and Recreation

Adult basketball and old pro leagues continue with 12 men, 5 3x3 women, and 5 (46 players) old pro teams. In 2023 we had 10 men's, 0 women's, and 4 (31 players) old pro teams. Adult winter volleyball we have 29 coed and 40 women's teams (31 coed, 39 women's in 2024), golf simulator we have 6 teams (6 in 2024), and futsal league we have 4 women's and 6 men's (4 women's, 4 men's in 2024). Adult softball league team registration meeting scheduled for Sunday, March 9th. Spring/Summer activity guide available to the public, registration opens Wednesday, April 2nd at noon. Still hiring for various part time positions, DPR seasonal/part-time job fair scheduled for Friday, March 21st. Other upcoming March/April events & programs include our facility orientation course, adult lap swim club, playzone, kids cooking class, little cooks, tiny sports, StrongKids, sports & fitness mixer, little artists, pickleball king of the court, intro to pickleball, pickleball for kids, pickleball dinkers nights, pickleball beginner lessons, pickleball skills and drills, Easter egg pool hunt, NDABI State Tournament, and Spring Optimist Basketball Tournament. Accepted to speak at the NRPA conference this fall.

9. BUSINESS/FINANCE

- a. February Financial – Benjamin Rae
- b. 2023 Audit Report – Benjamin Rae
- c. Scoreboard Agreement – Benjamin Rae
- d. Updates on WRCC Projects – Benjamin Rae
- e. Executive Director Report

a. February Financial

MOTION REQUIRED.



2025-Febru
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Dickinson Parks and Recreation
Balance Sheet
As of 2/28/2025

	Y-T-D AMOUNT 2025	Y-T-D AMOUNT 2024	Y-T-D AMOUNT 2023
Current Assets:			
Cash in Bank - Bravera (Operating)	\$6,188,303.11	\$5,010,133.19	\$4,461,080.44
Cash in Bank - Bravera (Merchant)	33,772.70	2,229.59	11,445.88
Cash in Bank - Bravera (Payroll)	0.00	0.00	(3.93)
Petty Cash	2,665.00	2,665.00	2,865.00
Prepaid Insurance Premiums	17,266.20	17,266.20	23,731.86
Total Cash and Investments	6,242,007.01	5,032,293.98	4,499,119.25
Accounts Receivable:			
Due from Employees	(666.59)	(590.32)	(775.67)
NSF Checks	85.13	0.00	0.00
Accounts Receivable (HRGC)	5,836.00	0.00	0.00
Total Accounts Receivable	5,254.54	(590.32)	(775.67)
 Total Assets	 6,247,261.55	 5,031,703.66	 4,498,343.58
Liabilities:			
Accounts Payable	(147.01)	0.00	0.00
Federal W/H & FICA Taxes Payable	0.00	0.00	0.00
State Taxes W/H Payable	666.00	650.00	2,316.00
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	9,938.95	7,433.98	7,342.31
Medical Insurance W/H Payable	7,615.34	9,965.41	14,278.08
Dental/Vision Insurance W/H Payable	1,170.45	1,369.57	1,187.25
Life Insurance W/H Payable	94.27	70.68	117.24
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	0.00	200.00	113.00
Tanning Excise Tax Payable	73.00	133.22	117.92
Total Liabilities	19,411.00	19,822.86	25,471.80
Fund Balances:			
Beginning Fund Balances			
Parks & Recreation General Fund	1,400,702.93	1,400,702.93	1,156,618.53
Patterson Lake Fund*	0.00	0.00	170,067.02
West River Community Center Fund	0.00	0.00	0.00
Capital Betterment Fund	476,341.30	327,894.36	384,170.05
Special Assessment Fund	2,825.20	2,820.23	2,817.01
Emergency Fund	484,177.15	470,155.88	100,088.86
Current Projects Fund	607,789.95	511,804.10	494,728.73
Future Projects Fund	435,905.81	161,007.81	121,007.81
Parks & Facilities Replacement Fund*	0.00	0.00	5,969.32
Park Land Development Fund	594,572.05	407,049.08	407,041.89
Dickinson Park Dist Foundation Fund	23,335.32	25,500.00	25,500.00
West River Improvement Fund	977,154.85	406,770.03	13,642.21
Total Beginning Fund Balances	5,002,804.56	3,713,704.42	2,881,651.43
Revenue Over Cash Expenditure	1,225,045.99	1,298,176.38	1,591,220.35
Total Fund Balances	6,227,850.55	5,011,880.80	4,472,871.78
Total Liabilities and Fund Balances	6,247,261.55	5,031,703.66	4,498,343.58

Dickinson Parks and Recreation
Fund Balance Report
As Of 2/28/2025

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT
	2025 BUDGET	2/28/2025	2025	2024
General Fund:				
Total Revenue	\$4,310,069.00	\$606,531.56	\$1,371,948.50	\$1,283,703.25
Total Expenses	(4,309,333.00)	(271,618.07)	(553,670.70)	(508,170.39)
Net Income/(Loss)	736.00	334,913.49	818,277.80	775,532.86
Beginning Balance 1-1	0.00	0.00	1,400,702.93	1,400,702.93
General Fund Balance	736.00	334,913.49	2,218,980.73	2,176,235.79
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	0.00
Patterson Fund Balance	0.00	0.00	0.00	0.00
West River Community Center Fund:				
Total Revenue	2,518,950.00	171,014.16	366,370.74	411,481.01
Total Expenses	(2,518,930.00)	(200,319.16)	(411,496.37)	(413,240.70)
Net Income/(Loss)	20.00	(29,305.00)	(45,125.63)	(1,759.69)
Beginning Balance 1-1	0.00	0.00	0.00	0.00
West River Community Center Fund Balance	20.00	(29,305.00)	(45,125.63)	(1,759.69)
Capital Betterment Fund:				
Total Revenue	0.00	43,370.62	114,374.55	266,447.20
Total Expenses	0.00	0.00	(6,549.60)	(7,449.82)
Net Income/(Loss)	0.00	43,370.62	107,824.95	258,997.38
Beginning Balance 1-1	0.00	0.00	476,341.30	327,894.36
Capital Betterment Fund Balance	0.00	43,370.62	584,166.25	586,891.74
Special Assessments Fund:				
Total Revenue	0.00	0.08	0.08	4.08
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	0.08	0.08	4.08
Beginning Balance 1-1	0.00	0.00	2,825.20	2,820.23
Special Assessments Fund Balance	0.00	0.08	2,825.28	2,824.31
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	484,177.15	470,155.88
Emergency Fund Balance	0.00	0.00	484,177.15	470,155.88
Current Projects Fund:				
Total Revenue	0.00	59,892.77	207,945.81	303,750.00
Total Expenses	0.00	(50,217.44)	(71,305.30)	(78,626.89)
Net Income/(Loss)	0.00	9,675.33	136,640.51	225,123.11
Beginning Balance 1-1	0.00	0.00	607,789.95	511,804.10
Current Projects Fund Balance	0.00	9,675.33	744,430.46	736,927.21
Future Projects Fund:				
Total Revenue	0.00	13,717.39	13,717.39	40,000.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	13,717.39	13,717.39	40,000.00
Beginning Balance 1-1	0.00	0.00	435,905.81	161,007.81
Future Projects Fund Balance	0.00	13,717.39	449,623.20	201,007.81
Parks & Facilities Replacement 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	0.00
Parks & Facilities Replacement Fund Balance	0.00	0.00	0.00	0.00

Dickinson Parks and Recreation
Fund Balance Report
As Of 2/28/2025

	BUDGET AMOUNT	CURRENT PERIOD	Y-T-D AMOUNT	Y-T-D AMOUNT
	2025 BUDGET	2/28/2025	2025	2024
Park Land Development Fund:				
Total Revenue	0.00	8,044.93	58,044.93	0.00
Total Expenses	0.00	0.00	0.00	0.00
Net Income/(Loss)	0.00	8,044.93	58,044.93	0.00
Beginning Balance 1-1	0.00	0.00	594,572.05	407,049.08
Park Land Development Fund Balance	0.00	8,044.93	652,616.98	407,049.08
Dickinson Park Dist Foundation Fund:				
Total Revenue	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	(10.00)	0.00
Net Income/(Loss)	0.00	0.00	(10.00)	0.00
Beginning Balance 1-1	0.00	0.00	23,335.32	25,500.00
Dickinson Park Dist Fnd Fund Balance	0.00	0.00	23,325.32	25,500.00
West River Improvement Fund:				
Total Revenue	0.00	0.00	137,500.00	993.00
Total Expenses	0.00	(1,741.96)	(1,824.04)	(714.36)
Net Income/(Loss)	0.00	(1,741.96)	135,675.96	278.64
Beginning Balance 1-1	0.00	0.00	977,154.85	406,770.03
West River Improvement Fund Balance	0.00	(1,741.96)	1,112,830.81	407,048.67
All Funds Total Revenue	6,829,019.00	902,571.51	2,269,902.00	2,306,378.54
All Funds Total Expense	(6,828,263.00)	(523,896.63)	(1,044,856.01)	(1,008,202.16)
Total Fund Balances	756.00	378,674.88	6,227,850.55	5,011,880.80
All Funds Total Profit/(Loss)	756.00	378,674.88	1,225,045.99	1,298,176.38

b. 2023 Audit Report

MOTION REQUIRED.



Haga-Kom
mer-Report

DICKINSON PARKS AND RECREATION DISTRICT
2004 Fairway Street
DICKINSON, NORTH DAKOTA 58601

February 12, 2025

Haga Kommer, Ltd.
Certified Public Accountants
204 East Main Street
Mandan, North Dakota 58554

This representation letter is provided in connection with your audit of the financial statements of Dickinson Parks and Recreation District, which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with the modified cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of February 12, 2025, the following representations made to you during your audit.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 16, 2024, including our responsibility for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting and for the preparation of the supplementary information in accordance with the applicable criteria.
- The financial statements referred to above are fairly presented in conformity with the modified cash basis of accounting and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the modified cash basis of accounting.
- Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- Guarantees, whether written or oral, under which the Dickinson Parks and Recreation District is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the District from whom you determined it necessary to obtain audit evidence.
 - Minutes of the meetings of the Board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the District and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.
- We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions of which we are aware.

Government-specific

- There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- We have a process to track the status of audit findings and recommendations.
- We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- The Dickinson Parks and Recreation District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.

- We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- The Dickinson Parks and Recreation District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- The Dickinson Parks and Recreation District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.
- All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

- Investments and land are properly valued.
- Provisions for uncollectible receivables have been properly identified and recorded.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

President of the Board

Date

Director of the District

Date

Accounting Manager

Date

c. Scoreboard Agreement

REQUEST FOR BIDS

The Board of Park Commissioners of Dickinson Parks and Recreation is accepting bids for the purchase of a baseball scoreboard/video board until 3:00 PM (MST), Thursday, March 27, 2025. All bids shall be emailed to Benjamin Rae (brae@dickinsonparks.org) prior to the deadline.

Detailed specifications and bid forms are available at the Dickinson Parks and Recreation office located at 2004 Fairway Street, Dickinson, ND 58601. Bids must be submitted on forms provided by Dickinson Parks and Recreation and in accordance with specifications and conditions therein contained.

Dickinson Parks and Recreation reserves the right to reject any and all bids, to waive informalities in any bid and to hold all bids for a period not to exceed 30 days from the opening.

Dated this 18th day of March 2025

Legal Publication:

Wednesday, March 19, 2025

Wednesday, March 26, 2025

Baseball Scoreboard/Video Board DETAILED SPECIFICATIONS

The current scoreboard is wireless, however, the owner would like to transition to a direct wired connection to the press box. Bid should include any controllers required for the programming of the scoreboard and video board.

SCOREBOARD SPECIFICATIONS

1. Twenty-eight (28) foot width and Eight (8) foot height
2. LED display with brightness control.
3. 5-year warranty
4. Must display at a minimum: Electronic team names, balls, strikes, outs, at bat, runs by inning, total runs, hits, errors, and pitch speed.
5. Aluminum frame.
6. Minimum Fifteen (15) inch digit height

VIDEO BOARD SPECIFICATIONS

1. Video board cabinet size must match the scoreboard width (28 feet).
2. The video display should be approximately Fifteen (15) feet wide and Nine (9) feet high.
3. 10mm Outdoor rear service single-face full color LED video display.
4. 5-year warranty

BID FORM

To: Benjamin Rae, Executive Director
Dickinson Parks & Recreation District
2004 Fairway Street
Dickinson, ND 58601

For: Baseball Scoreboard/Video Board

Date: _____

Bid for Baseball Scoreboard/Video Board:

Having examined all matters referred to in the bid documents for Baseball Scoreboard/Video Board, we, the undersigned, hereby offer to enter into a contract to provide the equipment for the following price:

\$ _____

Acceptance:

1. This offer shall be open to acceptance and is irrevocable for thirty (30) days from the bid closing date.
2. If this bid is accepted by Dickinson Parks & Recreation District, we will, within ten (10) days after receiving the contract for execution:
 1. Execute the contract

Bid Form Signatures:

Bidder's Signature: _____

Address: _____

City, State, Zip: _____



Agreement
for Purch...

**AGREEMENT FOR PURCHASE, INSTALLATION AND USE OF SCOREBOARD AND
EXCLUSIVE ADVERTISING RIGHTS**

THIS AGREEMENT FOR PURCHASE, INSTALLATION, AND USE OF SCOREBOARD AND EXCLUSIVE ADVERTISING RIGHTS ("Agreement"), made effective as of the 18th day of March, 2025 ("Effective Date"), is entered into by and between **DICKINSON PARK DISTRICT OF THE CITY OF DICKINSON** (the "Park District"), and **BADLANDS BIG STICKS BASEBALL CLUB, LLC** ("Big Sticks"). At times the Park District and Big Sticks may individually be referred to as a "Party" or jointly referred to as the "Parties".

WITNESSETH

WHEREAS, the Park District leases to the Big Sticks the premises known as Dakota Community Bank and Trust Ballpark (the "Facility") pursuant to a Lease Agreement which was executed on November 13, 2023, and is attached hereto as Exhibit A; and

WHEREAS, the Park District, currently owns, maintains, and operates a scoreboard in the Facility, which the Park District has exclusive rights to, including all advertising rights; and

WHEREAS, pursuant to the aforementioned Lease Agreement (Exhibit A), the Parties have elected to replace the scoreboard in the Facility; and

WHEREAS, the Parties desire to enter into a separate agreement governing the purchase, installation, use, maintenance, and advertising rights of a new scoreboard for the Facility;

NOW THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Obligations of Park District. The Park District agrees to purchase a new scoreboard for the Facility to be installed prior to the Big Stick's 2026 season ("New Scoreboard"). The purchase of the New Scoreboard and costs related to installation thereof shall be assumed by the Park District and subject to public bid.

2. Payment from the Big Sticks. The Big Sticks agrees to pay the Park District One Hundred and Ten Thousand Dollars (\$110,000.00), together with interest on the unpaid principal balance thereof at the rate of Five Percent (5%) per annum, said principal and interest to be due and payable as follows:

- a. Payment of principal shall be due and payable in the amount of \$35,000.00 on November 30, 2025, and two subsequent payments of interest and principal shall be due and payable as follows:

\$40,335.37 on November 30, 2026; and

\$40,335.37 on November 30, 2027.

- b. The annual principal and interest payments shall be based on the amortization schedule attached hereto as Exhibit B.

In the event the total purchase price of the New Scoreboard, the installation costs and fees, and any other costs and fees related to the purchase and installation of the New Scoreboard, exceed \$110,000.00, the Park District will notify the Big Sticks at which time, the Parties agree to execute and Amendment to this Agreement reflecting the total purchase price.

3. Advertising Rights. In exchange for the payments delivered to the Park District in accordance with section 2 above, the Park District grants the Big Sticks sole and exclusive rights to advertising on the New Scoreboard. The Park District shall not be responsible in any way for the content of any advertisements under this Agreement. All other user groups will have access to the use of the New Scoreboard during their regularly scheduled games, however they will not be required to display Big Sticks advertising.

4. Compliance with Laws. For all activities under this Agreement, the Big Sticks shall fully comply with all applicable state and federal laws, and any and all laws of the City of Dickinson.

5. Ownership and Use of Scoreboard. Notwithstanding anything contained herein to the contrary, the Park District shall at all times own the New Scoreboard.

6. Repairs and Maintenance of Scoreboard. The Park District shall assume responsibility and all costs related to the maintenance of the New Scoreboard.

7. Termination. If either Party commits a material breach of the terms of this Agreement and fails to remedy that breach within 30 days of receiving written notice of the breach from the other Party, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party.

8. Attorneys' Fees. In the event of any dispute between the Parties concerning the terms and provisions of this Agreement, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in such dispute, including reasonable attorney's fees.

9. Intellectual Property. Big Sticks represents and warrants that any advertising content will not violate or infringe any copyright, trademark, trade name, service mark, or other intellectual property rights of any person or entity.

10. Indemnification. Big Sticks shall indemnify, defend, and hold harmless the Park District, its officers, employees, and agents from and against any and all claims, actions, demands, losses, damages, and costs, including reasonable attorneys' fees, arising from performance of this Agreement, by Big Sticks, its officers, employees, agents, contractors, and suppliers.

11. Notice. Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered, with receipt thereof, or deposited in the United States mail, first class postage paid, addressed as follows:

Dickinson Park District
Attn: Executive Director of Parks & Recreation
2004 Fairway St.
Dickinson, ND 58601

Badlands Big Sticks Baseball Club, LLC
Attn: Dave Ouellette, President/Owner
606 12th St. W.
Dickinson, ND 58601

12. Relationship between the Parties. Nothing contained in this Agreement is intended to create a relationship of agency, partnership or joint venture between the Parties, and no agent of either Party shall be the agent of the other Party. The Parties covenant that they will not take any action in the name of, or by holding themselves out as the agent of, the other Party.

13. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter hereof.

14. Amendments. This Agreement shall not be amended, modified, waived, or adjusted except in writing signed by the Parties.

15. Authority. Each person executing this Agreement represents and warrants that he has the authority to enter into this Agreement and that this Agreement will be binding upon the Parties.

16. Assignment. This Agreement shall not be assigned except on written consent and approval from the Park District, provided however, that such consent shall not be unreasonably withheld.

17. Applicable Law. This Agreement shall be governed by the laws of the State of North Dakota and any action to enforce the terms of this Agreement shall be venued in Stark County, North Dakota.

18. Savings Clause. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to affect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law.

19. Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

Dated: March ____, 2025

DICKINSON PARK DISTRICT
OF THE CITY OF DICKINSON

By: _____
Scott Karsky, President

Dated: March ____, 2025

BADLANDS BIG STICKS
BASEBALL CLUB, LLC

By: _____
Dave Ouellette, President

STATE OF NORTH DAKOTA)
 : ss.
COUNTY OF STARK)

On this ____ day of March, 2025, before me, the undersigned Notary Public for the State of North Dakota, personally appeared Scott Karsky, known to me to be the President of the Dickinson Park District, and acknowledged to me that he did execute the foregoing agreement for and on behalf of the Dickinson Park District, of Dickinson, North Dakota.

_____, Notary Public
State of North Dakota

STATE OF NORTH DAKOTA)
 : ss.
COUNTY OF STARK)

On this ____ day of March, 2025, before me, the undersigned Notary Public for the State of North Dakota, personally appeared Dave Ouellette, known to me to be the President of Badlands Big Sticks Baseball Club, LLC, and acknowledged to me that he did execute the foregoing agreement for and on behalf of such limited liability company.

_____, Notary Public
State of North Dakota



Exhibit A -
Lease Agr...

LEASE AGREEMENT

Dickinson Park District of the City of Dickinson
(hereinafter referred to as the "Park District")

-and-

Badlands Big Sticks Baseball Club, LLC
(hereinafter referred to as the "Team")

-and-

Northwoods League, Inc
(Hereinafter referred to as the "League")

The parties covenant and agree as follows:

1. Subject to the terms and conditions herein contained, the Park District leases to the Team and League the premises known as Dakota Community Bank and Trust Ballpark (hereinafter referred to as the "Facility") during the times referenced in this Lease Agreement ("Agreement").

Term

2. The term of this Agreement shall be for the following period:
(a) January 1, 2024, to December 31, 2029.

Rent

3. During the first three (3) years of the term, the rent payable by the Team and League to the Park District for the Facility shall be \$13,000 per year. During the last three (3) years of the term, the rent shall be \$14,000 per year. Each annual payment shall be made in 3 equal installments on June 1, July 1 and August 1 of each respective year. The rent payable is for a 36-game season. In the event the Team and League request to play additional games, each additional game shall be at a rate of \$375 per game, which payment shall be due within thirty (30) days following such additional game(s).

Use of Field

4. The Team and League agree that use of the Facility will be for the exclusive purpose of baseball to be played in the Northwoods League with exceptions as noted in paragraph 5 of this Agreement. The regular season shall be no more than 36 games plus potentially up to 4 playoff games. The Team and League may use the facility for an All-Star Game. Three exhibition games will be permitted if the

field is available, subject to the approval of the Park District. The Team shall have access to the Facility for practice 3 hours prior to game time and have use of the Facility for at least 1 hour following the conclusion of games. The Team shall use its best efforts to limit scheduled time needed prior to baseball games on dates where the Park District has scheduled games prior to any Team game. The Team shall have access to the Facility for 3 hours a day for 1 week prior to the start of the regular season, subject to scheduling for Dickinson American Legion games at the Facility. Dickinson American Legion teams shall have access to the Facility 1 hour prior to their games.

Extra Events

5. In addition to the playing of Northwoods League games, the parties acknowledge that the Team and League may wish to organize and stage other entertainment events at the Facility (hereinafter referred to as "Extra Events"). All Extra Events are subject to the written approval of the Park District and subject to an agreement specifying, among other things, the date(s) of said Extra Events, the beginning and ending times of any Extra Event, the time during which the Team and League shall have the exclusive use of the Facility, the responsibility for expenses of the Extra Events and the compensation to be paid to the Park District for the Extra Event.

Maintenance

6. During the term of this Agreement, the Team and League shall be responsible for maintaining the Facility in a good and safe state of repair to the satisfaction of the Park District. Maintenance shall include, but not be limited to, the following:
 - (a) Cleaning of washrooms, floors, walls, doors and windows.
 - (b) Cleaning of locker rooms and bleachers.
 - (c) Cleaning of litter and the depositing of garbage in the garbage dumpsters.
7. The Park District shall be responsible for marking and maintenance of the field for Northwoods League games by 1 hour prior to the scheduled start. The Park District shall have full discretion and authority to define the adequacy of playable conditions of the field.
8. The Park District shall be responsible to maintain the mechanical or structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings,

bleachers, major painting, major renovation or replacement of the Facility structure or roof systems.

9. The Team furnishings shall be maintained by the Team.

Improvements and Renovations

10. Improvements or renovations desired by the Team must be approved in advance in writing by the Park District and shall be at the Team's expense unless otherwise agreed to by the Park District. The Park District shall retain ownership of any capital improvements to the Facility. In addition to rent payable under paragraph 3 of this Agreement, the Team shall pay \$5,000 annually to the Park District for general improvements of the Facility, which amount shall be paid on or before December 1 of each year, with the first such payment being paid on or before December 31, 2024.

Damage or Destruction of Facility

11. Subject to paragraph 12, if the Facility shall be damaged by fire or other casualty against which the Park District is insured, the damage to the Facility shall be repaired by the Park District with reasonable diligence. The Park District shall not be responsible to make repairs and replacements of property that belongs to the Team.

Facility Rendered Untenable

12. If the Facility is rendered untenable:
 - (a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall expire forthwith, and the Team shall vacate the Facility and surrender all rights to usage of the same to the Park District.
 - (b) Upon termination of this Agreement under the provisions of this paragraph, the Team's and League's liability for rent shall cease as of the day following the fire or other casualty.
 - (c) The Park District shall not be liable for any damage or loss, including any economic loss suffered by the Team, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause or for closure for any other reason whatsoever.

Insurance

13. The Team shall maintain and keep in force during the term of this Agreement general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) in a form satisfactory to the Park District, which will name the

Park District as a Named Insured. The Team shall supply proof of such insurance to the Park District and proof of payment of premium prior to any use of the Facility, but no later than June 1, 2024, and no later than June 1 of each subsequent year during the term of this Agreement. The policy shall require the insurance company to notify the Park District at least ten (10) days before the insurance is dropped or terminated prior to the termination of this Agreement and that such drop or termination of insurance would place the Team in default of the Agreement. Said insurance shall be in effect for the entire term of this Agreement.

Indemnification/Liability

14. The Park District shall not be liable for any injury or damages to persons or property sustained by the Team or by other persons, including but not limited to baseball players affiliated with the Team, players from other teams, and fans or guests. In addition, the Team hereby releases the Park District from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties. The Team shall defend, indemnify, and hold the Park District (including its employees and agents) harmless against any and all claims, damages, and lawsuits arising out of this Agreement, and any orders, decrees, or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or from loss of life sustained in or about the Facility, and the Team agrees to save the Park District (including its employees and agents) harmless from loss or damage of whatever nature, to any person or property caused by or resulting from any act, omission, or negligence of the Team, or by any employee or agent of the Team. Any damage to the Facility caused by the Team, visiting teams/players, or their respective employees, agents, guests, patrons, sublessees or licensees, shall be paid by the Team.

Park District Not Liable for Injury to Team

15. The Park District shall not be responsible for any injury or damage to the Team, its agents, employees, customers or invitees as to any of its property while in the Facility, regardless of the cause of such injury or damage, unless such injury or damage is the result of willful misconduct on the part of the Park District, its employees, agents, sublessees, or licensees.

Taxes

16. The Team shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility.

Utilities

17. Utilities charges including water, sewer, electric, and trash pick-up shall be the responsibility of the Park District. Any business telephone installation costs and use, and any other utilities requested by the Team, shall be the responsibility of the Team.

Concessions

18. An Agreement to Operate Concessions and Liquor Operation was entered into on or about May 24, 2019 ("Concessions Agreement"). In the event the Team defaults under the terms of the Concessions Agreement, the Park District may terminate this Agreement, subject to provisions in paragraph 24 of this Agreement. Further, this Agreement shall be contingent on the Team and League entering into an agreement with Dickinson Baseball Club, Inc., and continuing such agreement without breach, related to revenue sharing for revenues obtained by the Team related to concessions and advertising, the terms of which will be acceptable to both parties, and which agreement is not inconsistent with the terms of this Agreement.

For any Team beer and/or wine sales occurring on the Facility, the Team shall obtain the necessary liquor license. The Team shall not allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable to Dickinson ordinances. Tobacco products may not be advertised, sold or used within the Facility.

Beer and/or wine advertisement within the Facility may be displayed during games played by teams which are part of the Northwoods League and Extra Events and shall be removed or covered at the conclusion of the game or Extra Event. The Team will be responsible for securing all beer and wine containers immediately at the conclusion of a game or Extra Event and prior to Facility use by any other baseball program having a game at the Facility. To the extent the state laws or local ordinances require security at the Facility resulting from the Team's use of the Facility, such security shall be provided by the Team at its expense.

Any required equipment installation to the concession area will be made at Team expense, except as provided in paragraph 10 of this Agreement, and must meet all applicable State Health Department and City of Dickinson requirements.

Advertising in the Facility

19. During the term of this Agreement, the Team shall have the right to display advertising in the Facility as defined in the Ballpark Advertising Plan, including the exclusive right to display advertising on the dugout roofs and removable batter up mats, and to the revenues derived from such advertising. As it relates the Team's right to such advertising:
- (a) The Team is responsible for the installation, maintenance and removal of signs.
 - (b) Any modifications to the fence must be approved by the Park District at the Team's expense, so that approval will not be unreasonably withheld.
 - (c) All advertisement signs shall be subject to the prior approval of the Park District, which approval will not be unreasonably withheld.
 - (d) At termination of the Agreement, the Team shall remove all such sign installations and return the Facility to its prior status or secure the Park District's consent to leave the signs in place. Any repair or removal of advertising not completed at termination of the Agreement may be done by the Park District's employees or contractors and the expense thereof shall be reimbursed by the Team.

As to the scoreboard in the Facility, Dickinson Parks currently has exclusive rights to it, including all advertising. In the event the Team elects to replace the scoreboard, which scoreboard replacement is subject to the approval of the Park District and at the Team's sole expense (including maintenance), the Team will have exclusive rights to advertising on the new scoreboard. In the event the current scoreboard is replaced, the parties shall enter into a separate agreement governing the use, maintenance and advertising related to the scoreboard.

Fireworks Displays

20. The Team shall be allowed to exhibit fireworks displays at certain games and Extra Events. These fireworks displays shall require prior approval by the Park District, which approval will not be unreasonably withheld, as well as the City of Dickinson.

Broadcasting Rights

21. The League shall have all radio, television and internet broadcasting rights and privileges for Team games played at the Facility.

Office and Other Space

22. During the time the Facility is in use by the Team for games or Extra Events, office space, dressing rooms and storage space will be provided to the Team, as they exist in the Facility. Any additional security for office space or dressing rooms shall be at the expense of the Team, subject to the provisions of this Agreement.

Scoreboard and Sound System

23. The Park District shall provide the existing scoreboard and sound system at the Facility for use by the Team. Any modification or improvement of the sound system shall be at the Park District or Team expense as negotiated between the parties, and all such portions installed must remain in the Facility at the termination of the Agreement and shall become the property of the Park District.

Entry upon Default

24. If the rent is not paid when due in accordance with Clause 4 of this Agreement, or in case of breach or non-observance of or non-performance by the Team of any of the provisions of this Agreement, Park District shall notify Team and League of such default. The Team shall have ten (10) days from the date of receiving notice of default to cure any default under this Agreement. The League may, within twenty (20) days of having received written notice of default from Park District, offer to remedy all noticed issues of default and thereafter assume all Team obligations of this Agreement. Having made such an offer to remedy and in the event Team fails to remedy the noticed issues of default to the satisfaction of Park District, League may remedy said issues to the satisfaction of Park District, including immediate tender of amounts due and owing to Park District or Dickinson Baseball, LLC, and assume all obligations and benefits of this Agreement either directly or by assignment to another Affiliate, subject to approval by Park District. If the default continues after the expiration of those notice periods set forth herein, then, in every such case, Park District, in addition to any other remedy now or hereafter provided by law, may at its option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force, if necessary, without any previous notice of intention to re-enter and may remove all persons and property therefrom and may use such force and assistance in making such removal as Park District may deem advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising

out of, or connected with, any breach or violation by the Team and/or League of any covenant or agreement on its part to be performed.

Removal of Team's Property

25. All articles of personal property and all business and trade fixtures, machinery & equipment and furniture owned by the Team or installed by the Team in the Facility at the Team's expense shall remain the property of the Team and may be removed by the Team at any time during the term of this Agreement, provided that the Team, at its own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided further that there shall be no unpaid rent due the Park District from the Team.

Property of the Park District

26. All fittings, fixture and other appurtenances shall, at the expiration of the term of this Agreement, become the property of the Park District. All maintenance equipment allocated to the Facility shall remain the property of the Park District.

No Representation

27. The Team agrees that it has leased the Facility after examining the same and that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the Park District unless it be made in writing and signed on behalf of the Park District.

Games and Extra Events Staffing

28. The Team is responsible to provide all staff necessary for its game operations and Extra Events. These staff include, but are not limited to, ushers, ticket takers, scorekeepers, public address announcers, batboys, trainers, umpires, concession staff and security staff.

Right of Entry to Make Repairs

29. The Team agrees that the Park District shall have the right to enter the Facility at all reasonable times to examine the same and make such repairs, alterations, improvements or additions as the Park District may deem necessary or desirable or as the Park District may be required to make by law or in order to repair and maintain the Facility. The Park District shall be allowed to take into the Facility all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of intention of the business of the Team. The Park District will

exercise reasonable diligence so as to minimize the disturbance or interruption of the Team's operations. Renovation or repair shall be scheduled to minimize conflict with games and Extra Events.

Inspection

30. The Park District shall have unrestricted access to the Facility at any time provided it does not interfere with the rights of the Team under the terms of this Agreement.

Notices

31. Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered, with receipt therefore, or deposited in the United States mail, first class postage prepaid, addressed as follows:

Dickinson Park District
Attn: Director of Parks & Recreation
2004 Fairway St.
Dickinson, ND 58601

Badlands Big Sticks Baseball Club, LLC
Attn: Dave Ouellette, President/Owner
606 12th St. W.
Dickinson, ND 58601

Northwoods League, Inc.
Attn: Ryan Voz, President
2900 4th St. SW
Rochester, MN 55902

Assignment

32. This Agreement may not be assigned or transferred in whole or in part by the Team without the express consent of the Park District.

Applicable Law

33. The laws of the State of North Dakota shall apply and bind the parties in any and all questions pertaining to the Agreement. Further, the Team shall fully comply with all applicable laws of the State of North Dakota and the City of Dickinson as the same pertain to the Team's use of the Facility.

American Legion Baseball and Park District Use Preserved

34. The parties recognize, understand and agree that the Dickinson American Legion Post for many years-maintained youth baseball team(s) and will continue to maintain such team(s). The parties understand and agree that this Agreement is not an exclusive lease, but is subservient to the right of the Park District to permit the utilization of the Facility as a baseball park for the Dickinson American Legion Post, as well as any other desired use by the Park District, in accordance with their needs and requirements. The rights of the Team to use the Facility are limited to such use as specifically provided herein. The parties agree that they will work with the other team(s) to arrive at a reasonable schedule, which shall be reduced to writing, under which schedule the Dickinson American Legion Post team(s) and the Park District will have the right to the utilization and use of the Facility. In the event of any rescheduling conflict due to postponements, cancellations or rainouts, rescheduling for Dickinson American Legion baseball games will be superior to the rescheduling of the Team's games.

Inurement

35. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties and their successors. Whenever the singular or masculine is used the same shall be construed as meaning the plural or feminine or body corporate or politic as the context may require.

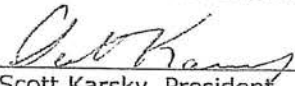
Entire Agreement

36. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

Signed by Dickinson Park District this 13th day of November, 2023.

DICKINSON PARK DISTRICT

By:


Scott Karsky, President

Signed by the Badlands Big Sticks Basement Club, LLC this 30 day of November, 2023.

BADLANDS BIG STICKS BASEBALL CLUB, LLC

By: 
Dave Ouellette, President/Owner

Signed by Northwoods League, Inc this ____ day of November, 2023.

NORTHWOODS LEAGUE, INC.

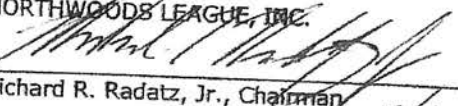
By: 
Richard R. Radatz, Jr., Chairman 5/7/24



Exhibit B -
Ammortiz...

Dkn Park District - Big Sticks (\$110,000) v1

Compound Period : Annual

Nominal Annual Rate : 5.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/30/2025	110,000.00	1		
2	Payment	11/30/2025	35,000.00	1		
3	Payment	11/30/2026	40,335.37	2	Annual	11/30/2027

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/30/2025				110,000.00
1	11/30/2025	35,000.00	0.00	35,000.00	75,000.00
2025 Totals		35,000.00	0.00	35,000.00	
2	11/30/2026	40,335.37	3,750.00	36,585.37	38,414.63
2026 Totals		40,335.37	3,750.00	36,585.37	
3	11/30/2027	40,335.37	1,920.74	38,414.63	0.00
2027 Totals		40,335.37	1,920.74	38,414.63	
Grand Totals		115,670.74	5,670.74	110,000.00	

EXHIBIT 3

Dkn Park District - Big Sticks (\$110,000) v1

Last interest amount increased by 0.01 due to rounding.

d. Updates on WRCC Projects

FOR DISCUSSION PURPOSES.

e. Executive Director Report

TO: Board of Park Commissioners

FROM: Benjamin Rae, Executive Director

DATE: March 5, 2025

RE: Executive Report

Crooked Crane Trail Phase 2:

*City of Dickinson has added this project to their dam safety funding to appease concerns for ND Water Resources. **Funding Approved**

*Preliminary redesign completed by SRF

*Plan to approach Outdoor Heritage Fund in May for approval on the new alignment.

*Construction: 2026

Staffing Updates:

*Full-Time: WRIC Specialist and WRCC Specialist positions open, multiple applications

*Part-Time: Summer hiring underway

Hole #17 Bridge:

*Plan to meet with Aaron Praus with City of Dickinson to discuss steel pilings and City help on the project.

*Working with the City on the redesign of Mann's Dam and the potential combination of that project with this project.

Crooked Crane Stranski Segment:

*Contract signed.

*All required permits submitted for review.

*Construction: Spring 2025

Other:

*Legislative Bills to keep an eye on:

HB1019: ND Parks and Recreation Budget, funding for Park District Grants (\$7.5 million) **passed house**

HB1028: CMAR selection criteria **failed house**

HB1141: Would not allow support of associations who support/oppose a measure **failed house**

HB1176: Tax reform, Armstrong bill, most popular of the bills, 3% cap, \$1450 credit **passed house**

HB1198: Park District Cooperative Purchasing **passed house**

HB1259: Daylight Savings time ending **passed house**

HB1312: School Board and Park Board Elections **failed house**

HB1365 and **HB1588:** Allow firearms in public buildings **1365 failed house 1588 passed house**

HB1369: Raise bid threshold to \$250,000 **passed house**

HB1445: Pre-engineered building to \$1M **failed house**

HB1469: Statement of interest filled with Secretary of State when running for office **passed house**

HE1474: Square footage property tax instead of valuation, a study **passed house**

HB1572: Limits park districts bonding authority to \$15M or 1% **passed house**

SB2069: Public notices must be filed with the Secretary of State **passed senate**

SB2180: Require political subdivisions to allow public comment at 25% of meetings **passed house**

*Working with Bravera Bank on long-term investment strategies

*Almost complete with updating job descriptions.

*Foundation 501(c)3 status finalized.

*Updating district policies on phones and streamlining district communication processes.

*Working with each division to establish Key Performance Indicators (KPIs)

Upcoming Events:

March 10: March Board Meeting

March 10-14: CAPRA Reaccreditation Review

March 19-20: Spring NDLC and Elected Officials Training

March 28: Executive Meeting

April 9: Board Meeting Items Due

April 14: Board Meeting

April 18: Good Friday, DPR Office Closed

April 20: Easter, WRCC Closed

April 28: Spring Board Park Tour

10. ADJOURNMENT