

**MITCHELL PARKS, RECREATION & FORESTRY DEPARTMENT
BOARD MEETING AGENDA
REGULAR BOARD MEETING 4:00 P.M.
THURSDAY, NOVEMBER 10, 2016
REC CENTER 1300 NORTH MAIN**

1. DELEGATIONS

A. Mitchell Baseball Association

1. Baseball Association Lease

Documents:

[BASEBALL ASSOCIATION LEASE AGREEMENT PROPOSAL-INDOOR FACILITY.PDF](#)

2. ADDITIONS OR DELETIONS

3. APPROVAL OF MINUTES

A. October 13, 2016 Unofficial Minutes

Documents:

[PR MINUTES 10-13-16.PDF](#)

4. APPROVAL OF BILLS

5. OLD BUSINESS

A. Recreation Center Business Plan Update

B. Campground Lease Update

6. NEW BUSINESS

A. Recreation; Parks-Forestry; Sports Complex; Department Reports

Documents:

[CURRENT BOARD REPORTS.PDF](#)

B. Cadwell Master Plan

1. Cadwell Complex Photos-Master Plan

Documents:

[BASEBALL ASSOCIATION BUILDING LOCATION PROPOSAL.PDF](#)
[CADWELL AERIAL VIEW.PDF](#)
[CADWELL PLAN.PDF](#)

C. Fee Structure

1. Fee Structure Data

Documents:

COPY OF 2016 FEE CHANGE JUSTIFICATION.PDF
COPY OF 2017 FEE COMPARISON.PDF
WEBSITE FEE SCHEDULE (00000003).PDF

D. Other

7. ADJOURNMENT

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Lease Agreement

THIS LEASE AGREEMENT, hereinafter “Lease”, is entered into as of the date signed below, hereinafter “Effective Date”, by and between the City of Mitchell, a South Dakota municipal corporation, hereinafter “Landlord”, and Mitchell Baseball Association, a South Dakota nonprofit corporation, hereinafter “Tenant”, and Landlord and Tenant may also be referred to herein individually as a “party” or collectively as the “parties”; and

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant agree as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant certain City-owned real property located in **Legal Description**, as more fully described and depicted in Exhibit “A” attached hereto and incorporated herein, including all buildings, structures, and other improvements currently existing or hereafter constructed, hereinafter collectively referred to as the “Premises.” Tenant is granted a leasehold in government property under this Lease with the land, buildings, structures, and other improvements being retained by Landlord as a leased fee. All buildings, structures, and other improvements to real property (including those built or otherwise added by Tenant) shall be owned by Landlord from the outset and remain government property throughout the Term of this Lease and all Renewal Terms. All equipment utilized in conjunction with the uses further outlined by this Lease shall be presumed to be property of Landlord and shall be considered attachments to the property unless further written agreement of the parties dictates to the contrary.

2. TERM AND RENEWAL. The term of this Lease shall be approximately **Twenty (20)** years from **March 1, 2017** through **February 28, 2037**, hereinafter the “Term.” Landlord and Tenant may by mutual agreement in writing renew this Lease for additional terms, hereinafter “Renewal Term(s).” All Renewal Terms of this Lease shall be for **Five (5)** year terms and upon the same provisions and conditions as such exist at the end of the effective term immediately preceding such renewal. The Lease shall automatically renew for all Renewal Terms unless Landlord or Tenant provides written notice of non-renewal to the other party at least One Hundred Eighty (180) days but not more than Three Hundred Sixty (360) days prior to the end of the effective Term.

3. RENT, TAXES, AND OTHER CHARGES. Total rent for the initial Term of this Lease shall be **Three Hundred (\$300) Dollars** per year to be paid to Landlord on or before the Effective Date of this Lease and no later than the 1st of March each year thereafter. Such rent shall be nonrefundable should early termination of this Lease occur. Tenant shall pay the rent and all other charges required to be paid under this Lease by cash, valid check, money order, or

cashier's check. No diminution or abatement of rent or offset shall be claimed or allowed for any reason whatsoever without further written agreement. Rent shall be subject to adjustment by Landlord but no more frequently than once every five (5) calendar years and no more than the greater of the rate of inflation over such period or **Twenty (20%)** percent. Tenant shall pay to Landlord with the rent all taxes legally imposed on the rent by taxing authorities. Should Tenant claim an exemption from payment of taxes imposed on rent by any taxing authority, Tenant shall provide to Landlord and keep on file with Landlord current proof of such exemption. In addition to the foregoing payments, Tenant shall be solely responsible for and pay to the appropriate authority by the due date all other taxes, fees, assessments, and other charges legally imposed or accruing against the Premises or Tenant's leasehold, which, for purposes of example only, may include but are not limited to ad valorem taxes and non-ad valorem assessments. Dispute of any such taxes, fees, assessments, or charges shall be solely the responsibility of Tenant at Tenant's sole cost and expense and Tenant shall indemnify and hold Landlord harmless for any and all such taxes, fees, assessments, and charges imposed as well as all costs and expenses arising from non-payment or late payment thereof or otherwise from any such dispute, including but not limited to penalties, interest, attorneys' fees, and experts' fees.

4. UTILITIES. Tenant shall be solely responsible for establishing and maintaining all utilities and other services needed to serve the Premises and for Tenant's operations and activities. Tenant shall promptly pay on or before the due date all charges for electric, water, sewer, communications, solid waste removal, and all other utilities and services serving the Premises. Tenant shall hold Landlord harmless from payment of charges for any and all such utilities and services and for any interruption in the use or services of such commodities.

5. USE OF PREMISES. Tenant understands, acknowledges, and agrees that Tenant's occupation and use of the Premises is strictly limited to public or recreational purposes and shall primarily relate to the operation of a youth baseball program. In order to fulfill and enhance Tenant's intended and approved use of the Premises, Tenant shall construct a training facility on the Premises as further provided herein.

(a) Limitations and Conditions on Use. Tenant shall occupy or use the Premises solely for the public and recreational purposes specified and such comparable purposes which fundamentally arise from a common nexus. Tenant shall be solely responsible for the operation, management, and maintenance of the Premises consistent with this Lease. Landlord shall have the sole and absolute right to determine whether any proposed or actual use of the Premises is within the uses contemplated and allowed by this Lease.

(b) Supervision by Tenant; Control of Premises. Tenant shall instruct, monitor, supervise, and manage its members, officers, directors, employees, volunteers, agents, representatives, participants, guests, contractors, sub-contractors, and other invitees in use of the Premises consistent with this Lease and all limitations, restrictions, laws, and regulations. Tenant and not Landlord shall have the right and duty to control access to the Premises by such persons and other third parties. Tenant shall be deemed for all purposes to be solely in possession and control of the Premises. Tenant shall ensure that Tenant's activities relating to such training facility operations occur solely on the leased Premises and not on Landlord's property surrounding the leased Premises unless by separate agreement.

(c) Non-discrimination. Tenant expressly agrees for Tenant and Tenant's successors and permitted assigns, that no person, on the grounds of race, color, religion, national origin, age, marital status, gender identity, sexual orientation, disability, or any other characteristic protected by Federal, State, or local law, will be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in the use of the Premises or Tenant's programs or activities; and that in the construction of any improvements on, in, over, or under the Premises and the furnishing of services on the Premises, no person, on any of the foregoing grounds, shall be excluded from participation therein, denied the benefits thereof, or be otherwise subjected to discrimination.

(d) Security Policies and Procedures. Tenant shall be responsible for ensuring that Tenant's members, officers, directors, employees, volunteers, agents, representatives, participants, guests, contractors, sub-contractors, and other invitees shall comply fully with any and all security policies and procedures adopted or implemented by Landlord from time to time as Landlord deems necessary and appropriate for protecting the public health, safety or, welfare or for compliance with any Federal, state, or local law or regulation. Landlord will provide Tenant with notice of any such adopted or implemented security policies and procedures affecting the Premises or its occupation or use.

6. COMPLIANCE WITH LAWS. Tenant shall not occupy, use, or maintain or permit the occupation, use, or maintenance of the Premises or any part thereof for any unlawful, immoral, or improper purpose, or in such a manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of this Lease or any existing or future code, law, rule, requirement, order, ordinance, or regulation.

7. PERMITS AND LICENSES. Tenant shall be solely responsible for obtaining and paying for the expense of all required governmental and regulatory approvals, permits, and licenses necessary for Tenant's occupation, use, and operation of the Premises and access thereto, including but not limited to any required zoning and site plan approvals, building and other permits, and applicable licenses. Should Tenant be unable to obtain all approvals necessary for Tenant's intended use or operation of the Premises or other necessary areas, this Lease shall terminate unless agreed otherwise in writing by the parties.

8. IMPROVEMENTS.

(a) In General. Except for required general maintenance, repairs, and replacements, Tenant shall not make or cause to be made or allow any construction, alterations, installations, or improvements to or on the Premises without prior approval of Landlord's City Council. Any and all construction, alterations, installations, and improvements shall be at Tenant's sole cost and expense and at no cost or expense to Landlord by an established contractor(s) properly licensed, insured, and authorized to work in the City. Such costs shall include but are not limited to costs of planning, design, engineering, surveying, permitting, site preparation, construction, and installations. All work shall be performed in a good and workmanlike manner and consistent with Tenant's plans and specifications as approved by Landlord's City Council, and in compliance with all applicable laws, rules and regulations, including but not limited to applicable

building code, Federal and state regulations, and disabilities laws (e.g., the Americans with Disabilities Act), and payment and performance bond requirements for capital improvements on government real property. In the event any governmental authority directs, or any applicable Federal or state law or regulation requires, any modification or alteration to the Premises or any buildings, structures, or other improvements thereon or therein, whether now existing or constructed during the Term or any Renewal Term, Tenant shall be solely responsible for prosecution and completion of and payment for such modifications and alterations.

The parties recognize that any and all construction, alterations, installations, or improvements are capital improvements made to enhance the use of the Premises located in a public park and for the benefit of the general public. The costs of such improvements are not rent, they are not payments in lieu of rent, and they are not made for the right to occupy the Premises.

Except as otherwise agreed in writing by the parties, at the termination of this Lease Tenant, at Tenant's sole expense, shall pay for removal from the Premises any installations or improvements added to the Premises during the Term or any Renewal Term that are not found acceptable by Landlord. Notwithstanding any installations and improvements that are to remain on the Premises, Tenant shall be otherwise responsible and pay for restoration of the Premises.

(b) Construction of Improvements. In furtherance of Tenant's proposed use of the Premises, Tenant shall construct a training facility (hereinafter "improvements") designed to enhance Tenant's use of the Premises and Tenant's programs for the benefit of the community and general public. Tenant shall construct and complete the proposed improvements consistent with the terms of this Lease, including but not limited to the following additional provisions:

- (1) Prior to the approval of this Lease, Tenant shall submit to Landlord conceptual plans for the proposed training facility. Landlord, by action of the City Council, may approve of this Lease after viewing said plans or conditionally approve this Lease upon the condition precedent that Tenant returns with conceptual plans acceptable to Landlord within sixty (60) days. Failure to provide acceptable conceptual plans shall terminate and void this Lease.
- (2) The Premises shall be zoned properly for the Tenant's intended use prior to any construction. If re-zoning the Premises is necessary, Tenant shall apply to have the Premises re-zoned. Landlord, as owner of the Premises, may join in the application for re-zoning but shall not be bound by this Lease to approve said re-zoning. If a re-zoning of the Premises is necessary and the Landlord's City Council does not approve of the necessary re-zoning, this Lease shall terminate and be deemed void.
- (3) Tenant, after receiving conceptual plan approval and the Premises being properly zoned, shall diligently pursue any further site plan approvals or other construction related approvals applicable under federal, state, or

local law and shall proceed and continue through construction only if all applicable approvals have been granted.

- (4) Notwithstanding any other provision of this Lease, if Tenant fails to obtain all applicable approvals and complete construction within Twenty-Four (24) months of the Effective Date, this Lease shall be terminable by either party.
- (5) Tenant shall require and verify that all construction work is completed by a responsible contractor with insurance and bonding requirements as shall further be specified prior to the engagement of any contractor.
- (6) As further provided by this Lease, Tenant shall be responsible for maintaining the condition of the building and shall ensure the building suffers from no major defects at any time, except for normal wear and tear.

9. LOANS AND LIENS. Landlord's interest in the Premises shall not be subject to any loans, security interests, or liens for any construction, alterations, installations, improvements, or work. Tenant shall notify all persons and entities loaning money, constructing improvements, or performing work on the Premises, or supplying materials, equipment rental, or other services for the improvements or work, that this Lease does not allow any loans, security interests, or liens to attach to Landlord's interest. If, notwithstanding the foregoing, any loan, security interest, mechanic's, materialman's, laborer's, or any other lien, or any order or judgment for payment of money, shall be recorded against the Premises or any part thereof or against Tenant's leasehold interest or otherwise asserted against Landlord's interest (whether or not legally effective), then Tenant shall, at Tenant's own cost and expense, cause the same to be satisfied, cancelled, and discharged of record and, further, shall indemnify and hold Landlord harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees and experts' fees, through trial and appeal, resulting there from or by reason thereof.

10. LANDLORD RIGHT OF ENTRY. Landlord retains a general right of ingress, egress, and regress across the Premises as reasonably needed for Landlord's employees, contractors, and agents in performance of their duties at all reasonable times. Landlord shall also have the right to enter the Premises for inspection, protection, or preservation of the Premises, including but not limited to inspection of the Premises to determine whether Tenant is complying with the terms of this Lease, applicable laws, orders, or regulations of any lawful authority having jurisdiction over the Premises or any activities conducted thereon or therein. Landlord's retained rights hereunder also include the right of ingress, egress, and regress for the installation, replacement, and maintenance of utilities and related facilities on, across, and under the Premises as may be deemed necessary by Landlord. Landlord shall, to the extent possible in Landlord's determination, locate such utilities and related facilities in such a manner as not to disturb Tenant's operations and use of the Premises. Entry by Landlord shall not constitute or be deemed an eviction of Tenant or any deprivation of Tenant's rights under this Lease; nor shall such entry alter in any manner Landlord's obligations hereunder.

11. ASSUMPTION OF RISK; RELEASE AND INDEMNIFICATION. For and in consideration of the separate sum of One Dollar (\$1.00) and other good and valuable consideration paid by Landlord to Tenant, the receipt and sufficiency of which is hereby acknowledged by Tenant, Tenant agrees as follows:

(a) **Premises “As Is.”** Tenant accepts the condition of the Premises “as is” and recognizes and hereby expressly and fully assumes all risks, known and unknown, that arise or might arise incidental to or in any way connected with the condition or use of the Premises or access to the Premises. Tenant acknowledges and agrees that Landlord has not made and makes no warranty of any kind whatsoever as to the condition of the Premises or fitness of the Premises for any particular purpose. This assumption of risk by Tenant is made for and on behalf of Tenant and Tenant’s successors, permitted assigns, and Tenant’s officers, directors, members, employees, volunteers, agents, representatives, participants, guests, contractors, subcontractors, and all other invitees.

(b) **Release and Indemnification (Premises).** Tenant hereby releases and forever discharges Landlord and Landlord’s elected officials, officers, employees, and agents, cumulatively the “Released Parties,” and agrees to indemnify and hold harmless the Released Parties, from and against any and all liabilities, claims, demands, damages, actions, lawsuits, costs, and expenses, of any kind or nature, including but not limited to costs of investigation, attorneys' fees, experts' fees, and costs through trial and appeal, arising out of, incidental to, or in any way connected with the condition, maintenance, or use of the Premises, access to the Premises, the condition, maintenance, or use of any installation, improvement, or equipment on, in, or serving the Premises, or otherwise arising under this Lease. TENANT UNDERSTANDS AND AGREES THAT THIS RELEASE AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE NEGLIGENCE, ACTIONS, OR INACTION OF LANDLORD OR ANY OTHER RELEASED PARTY AND INCLUDES ANY OTHER CAUSE OR CONDITION WHATSOEVER, AND COVERS, BUT IS NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE.

(c) **Indemnification (Use).** Tenant shall indemnify and hold the Released Parties harmless from and against any and all liabilities, claims, demands, damages, actions, lawsuits, judgments, penalties, losses, costs, or expenses, of any kind or nature, including but not limited to costs of investigation, attorneys' fees, experts' fees, and costs through trial and appeal, arising out of, incidental to, or in any way connected with Tenant’s possession, use, occupancy, operation, or maintenance of the Premises, and any act or omission of Tenant or Tenant’s members, officers, directors, employees, volunteers, agents, representatives, participants, guests, contractors, subcontractors, and other invitees.

(d) **Release and Indemnification (Public Improvements and Utilities).** Tenant’s release and agreement to indemnify and hold the Released Parties harmless shall also include any claim for damage that any utility (whether publicly or privately owned) or public entity may sustain or receive by reason of Tenant’s possession, use, occupancy, operation, or maintenance of the Premises, or any installations or improvements thereon or made by or for Tenant. Tenant waives all claims of any kind or nature whatsoever against the Released Parties for damages that Tenant may suffer by reason of the installation, construction, reconstruction, operation or

maintenance of any public improvement, facility, or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to any water or sewer mains, lines, pipes, structures, or other facilities; storm water structures, pipes, or other facilities; electric or communication lines, structures, conduit, or other facilities.

(e) Claims Under Disabilities Laws. Should a regulatory agency, private party, organization, or any other person or entity make a claim under the Americans with Disabilities Act or other Federal or state law against Tenant or Landlord, or both Tenant and Landlord, for an alleged violation of or noncompliance with any such law as to the Premises or any improvements thereon or therein, or as a result of Tenant's occupancy or use of the Premises or operation of Tenant's programs or services, Tenant shall defend, save, and hold harmless Landlord from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors or experts, court costs, and costs incurred for correcting any such violation or noncompliance found to exist.

(f) Intent and Effect. It is the intent and effect of the provisions contained in this section 11 and a condition in consideration for Landlord to enter into this Lease with Tenant, that Tenant's obligations hereunder shall be and include a full and total release and indemnification of the Released Parties against any kind or nature of claim whatsoever that is or may be asserted by reason of or as a consequence of Landlord having granted a leasehold to Tenant to possess, occupy, use, improve, operate, and maintain the Premises, and that any and all risks of loss and responsibility for claims shall be borne by Tenant and not by Landlord, the public, or Landlord's taxpayers. Tenant acknowledges and agrees that the provisions of this section 11 are provided as separate consideration and inducement for this Lease and such Lease would not have been entered into by Landlord absent the giving of such consideration by Tenant. Tenant's obligations under this section 11 shall survive the termination of this Lease for any matter arising prior to the effective date of the termination or the date Tenant no longer possesses, occupies, uses, operates, or maintains the Premises, whichever is later. Notwithstanding any other provision of this Lease, should any claim or litigation by any person or entity arise against Landlord as to liability for any injury, death, or property damage due to the condition of the Premises or Tenant's possession, occupancy, use, operation, or maintenance of the Premises or Tenant's activities, Tenant shall be responsible for, and promptly reimburse Landlord for, all costs of Landlord's defense of such claim or litigation, including but not limited to fees for Landlord's attorneys and experts.

12. INSURANCE. During the Term and all Renewal Terms, and so long as Tenant occupies, uses, operates, or maintains the Premises, Tenant shall procure and maintain insurance at Tenant's sole cost and expense, as follows:

(a) Commercial General Liability Insurance. Commercial general liability insurance providing all risks coverage which protects Tenant and Landlord and all other Released Parties from and against any and all claims and liabilities for bodily injury, death, and property damage arising from operations, premises liability, fire, and all other risks. Such insurance shall provide minimum coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Tenant shall be and remain liable for and pay all deductibles and other amounts not covered, paid, or reimbursed under the insurance policies.

(b) Property Casualty Insurance. Property casualty insurance providing coverage of not less than 100% of the insurable replacement value, without deduction for depreciation, for all buildings, structures, installations, fixtures, betterments, equipment, landscaping, and other improvements now existing or constructed or installed during the Term or any Renewal Term on or in the Premises (collectively "Improvements"), subject to the deductible limits provided below. Said insurance policies shall provide coverage for any loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage, and shall include, at the option of Tenant, coverage for flood. Deductible for all perils, except windstorm, shall not be greater than two percent (2%) of the full insurable replacement value, without deduction for depreciation, for the Improvements. Deductibles for windstorm damages shall not exceed five percent (5%) of the full insurable replacement value, without deduction for depreciation, for the Improvements. Tenant shall be and remain liable for and pay all such deductibles and other amounts not covered, paid, or reimbursed under the insurance policies for full repair or replacement of the damaged or destroyed Improvements.

(c) Flood Insurance. Flood insurance, at the option of Tenant, for all buildings, structures, and other improvements now existing or constructed or installed during the Term or any Renewal Term on or in the Premises. Said flood insurance coverage shall be for the lesser of the total insurable value of such buildings, structures, and other improvements or the maximum amount of flood insurance coverage available under the national Flood Insurance Program.

(d) Workers' Compensation Insurance. Tenant shall maintain workers' compensation insurance if and to the extent required by law, with coverage amounts that meet or exceed the statutory mandatory minimum.

(e) Builder's Risk. Tenant shall provide and maintain, or shall require Tenant's contractor to provide and maintain, builder's risk insurance coverage for construction of the buildings, structures, and improvements on the Premises. Such builder's risk insurance shall meet or exceed the following requirements:

- (1) The form shall be all risks coverage and the amount of insurance coverage shall be 100% of the completed value of work, including the buildings, additions, and structures.
- (2) The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty for representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the builder's risk coverage will continue to apply until final acceptance of the buildings, additions or structures by Tenant and Landlord (as owner).
- (3) The maximum deductible shall be no more than \$5,000.00 each claim. A higher deductible may be permitted subject to Landlord's written approval.
- (4) The policy must be endorsed to provide machinery/equipment coverage during transit, storage and installation, including any directly purchased by the Tenant.

- (5) The policy must be endorsed to provide coverage for tangible property, materials, machinery/equipment, and supplies directly purchased by Tenant for which the risk of loss has transferred to Tenant. Such endorsement shall provide for reimbursement for loss or damage directly to Tenant as an additional insured if the insurance is provided by Tenant's contractor.

(f) Landlord Additional Insured; Policy Endorsements. The policies of insurance required herein for commercial general liability insurance, property casualty insurance, flood insurance (if elected by Tenant), and builder's risk insurance, including all renewals, shall be written to specifically name and include Landlord as additional insured or be endorsed to name and include Landlord as additional insured, and provide for at least thirty (30) days advance notice to Landlord by the insurer prior to any policy change, amendment, termination, or expiration of coverage. Tenant's property casualty insurance shall also provide for or be endorsed to make any loss payments payable jointly to Tenant and Landlord for losses covered under such policies. Tenant shall cause its insurance agent(s) or carrier(s) (or its contractor in the case of builder's risk) to provide Landlord with a copy of such policies, additional insured endorsements, and certificates of insurance stating that the coverage as required herein is in force and effective: no later than the Effective Date of this Lease for commercial general liability insurance; no later than commencement of construction work on the improvements for builder's risk; and no later than completion of the improvements for property casualty insurance. Tenant shall cause insurance policies, policy endorsements, and certificates of insurance in conformance with the requirements hereof to be promptly provided to Landlord for each subsequent policy renewal. For any new or replacement insurer, Tenant shall cause a copy of the new or replacement insurance policy and corresponding additional insured endorsement and certificate of insurance to be promptly provided to Landlord.

(g) Tenant Insurance Primary; Approval of Insurer. Tenant's insurance in all instances shall be primary and any insurance that may be maintained by Landlord shall be in excess of and shall not contribute with Tenant's insurance. All insurance policies shall be issued by a company licensed to do business in the state of South Dakota and be otherwise satisfactory to Landlord and subject to Landlord's approval.

(h) Modification of Insurance Requirements. Recognizing the extended Term of the Lease, Landlord shall have the right to periodically review the adequacy of the required insurance, its form and type, and the amount of coverage and, notwithstanding any other provision of this Lease, unilaterally modify the insurance requirements of this section by written notice of such amendment to Tenant. Such modifications shall be as found reasonably necessary in the sole discretion of Landlord. Factors which may be considered by Landlord include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in use of the Premises, changes in risk exposure, measurable changes in local and national economic indicators, and changes in Landlord's policies and procedures.

(i) Failure to Maintain Insurance. Tenant understands and acknowledges that the responsibility and obligation to provide and maintain insurance in the forms, type, and coverage required herein and to maintain proper Landlord additional insured policy endorsements and

certificates of insurance is solely Tenant's responsibility and obligation which continues during the entire Term, all Renewal Terms, and until such time as Tenant no longer occupies the Premises, whichever date is later. Tenant further understands and acknowledges that failure to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk to the public and to Landlord's taxpayers, and a material breach of this Lease which can result in termination of this Lease and in Tenant being liable for the full amount of all losses incurred due to the failure to maintain insurance.

In the event that Tenant should fail for any reason to procure or maintain insurance in the forms, type, or minimum coverage required and maintain the Landlord additional insured policy endorsements and certificates of insurance, Tenant shall cure such material breach within fifteen (15) calendar days after service on Tenant of a written notice of such breach and demand for cure or possession of the Premises. Should Tenant fail to cure the breach within said period or such other time as may be agreed to by the Parties in writing, Landlord in Landlord's sole discretion may, but is not obligated to do so, secure replacement insurance coverage at Tenant's sole expense. Should Landlord elect to secure replacement insurance, Tenant shall thereafter reimburse Landlord within fifteen (15) calendar days of Landlord sending an invoice for the costs and premiums incurred by Landlord for the replacement insurance coverage plus an administrative charge of ten percent (10%) or \$250.00, whichever is greater. Tenant shall continue to be responsible for the payment of all deductibles applicable to the insurance policies and all losses incurred during any lapse in coverage. Should Tenant subsequently obtain the required insurance, endorsements, and certificates, Tenant shall remain responsible for and reimburse Landlord for all costs and expense to Landlord for the insurance premiums earned and administrative charges.

13. MAINTENANCE AND REPAIRS.

(a) In General. During the Term and all Renewal Terms, and until Tenant has surrendered possession of the Premises to Landlord, Tenant, at Tenant's sole cost and expense, shall maintain the Premises, including but not limited to all buildings, structures, installations, fixtures, betterments, equipment, and other improvements (collectively "Improvements") in good order and repair and in a safe, clean, secure, sanitary, and presentable condition, and in conformance with the provisions of this Lease and all applicable codes, ordinances, laws, regulations, and approved site plans. Tenant and not Landlord shall have the continuing duty to inspect the Premises and repair defects. Notwithstanding any right of Landlord to enter the Premises for its purposes provided herein, Landlord shall have no duty or responsibility to inspect, repair, or maintain the Premises or any part thereof. Notwithstanding the above, Landlord agrees to mow grass on the Premises to the same extent it mows grass on the park property surrounding the premises.

(b) Destruction of Improvements. As soon as is reasonably possible after damage and/or destruction to any or all of the Improvements on the Premises, but no later than 18 months after such damage and/or destruction, Tenant shall, at Tenant's sole cost and expense (using Tenant's insurance proceeds available for that purpose, together with Tenant's own funds), commence to either repair and restore the Improvements as completely as possible to their

condition immediately prior to the damage, or, in the alternative, replace the Improvements with buildings, structures, installations, fixtures, betterments, equipment, landscaping, and other improvements approved in advance by Landlord's City Council. In the event any insurance proceeds of Tenant's insurance policies shall remain unused after the completion of restoration or rebuilding to Landlord's satisfaction, evidenced in writing, and if the Tenant shall not be in default under this Lease, then the remaining funds shall be paid to Landlord toward any unpaid rent and other sums due, including liquidated damages, with any remaining sum paid to Tenant.

If the Premises have become wholly untenable due to the damage or destruction of the Improvements, Tenant may elect to not make the repairs and replacements and terminate this Lease thirty (30) days after serving Landlord with written notice of Tenant's intent to terminate the Lease and in such instance cause all insurance proceeds to be assigned and paid to Landlord by such termination date.

In either case, Tenant shall be and remain liable for and pay all insurance policy deductibles and all amounts not covered, paid, or reimbursed under Tenant's insurance policies for the cost and expense to fully repair and/or replace the damaged or destroyed Improvements. Such insurance policy proceeds, deductibles, and other payments from Tenant paid to Landlord may be used by Landlord in Landlord's sole and absolute discretion. In no case shall Landlord be obligated to make the repairs and/or replacements or otherwise rebuild the Improvements.

14. SIGNS. For and during such time as this Lease remains in effect, Tenant may install and display signage on the Premises consistent with the Mitchell Parks and Recreation Donor Guidelines and, where applicable, shall comply with federal, state, or local law. Such signs shall be subject to the approval of the Mitchell Parks and Recreation Board as well as Landlord City Council. The revenue generated therefrom shall be retained by Tenant during the initial term. For any Renewal Terms, the rights of Tenant under this section shall lapse and Landlord shall retain full control over signage and revenue therefrom. Notwithstanding the preceding, the primary exterior signage and building naming rights shall remain in place for such time as set by the Parks and Recreation Board prior to Tenant's receipt of any donation for such purposes; such time, once set and a donation has been received, shall not be reduced; and all revenue received for such purposes during such time shall be retained by Tenant.

15. STORM PREPARATIONS. In the event of approaching severe weather, Tenant, at Tenant's sole expense, shall remove or cause the removal of all personal property from the exterior of the Premises and secure and provide for protection of the buildings and structures on the Premises and all personal property located thereon in advance of the severe weather.

16. ENVIRONMENTAL RESTRICTIONS; REMOVAL OF REFUSE. Tenant shall not store, discharge, or dispose of any industrial or hazardous materials or wastes on, in, or adjacent to the Premises whatsoever or allow such storage, discharge, or disposal, with exception made only for proper storage and use as is necessary in conjunction with construction of improvements or repairs. Tenant shall utilize, store, and dispose of all such industrial, hazardous, and solid wastes in accordance with applicable Federal, state, and local laws, rules and regulations. Tenant shall be solely responsible for and indemnify Landlord for all costs and expenses, including but not limited to costs of remediation, fines, penalties, attorneys' fees, experts' fees, and costs

through trial and appeal, that arise in any manner out of environmental contamination caused by Tenant, Tenant's agents, officers, members, employees, contractors, subcontractors, or invitees, or otherwise from Tenant's occupancy, use, or maintenance of the Premises or improvements thereto, which responsibilities, obligations, and liabilities shall survive the expiration or early termination of this Lease. Tenant shall be solely responsible at its own expense for regular removal and disposal of all refuse, garbage, debris, trash, and other discarded materials and shall not allow an accumulation thereof on, in, or adjacent to the Premises.

17. DEFAULT AND REMEDIES. Except as otherwise provided in this Lease, the following shall be deemed to constitute a default and material breach of the terms of this Lease if not cured within fifteen (15) days after service of notice of such noncompliance on the defaulting party:

- (a) Failure by Tenant to pay any obligation or amount of money due under this Lease.
- (b) Failure by Tenant or Landlord to comply with any provision or condition of this Lease.
- (c) Abandonment by Tenant of the Premises or any part of the Premises without the written agreement of Landlord.

Landlord and Tenant shall have all remedies for any default by the other party as provided for at law or in equity.

18. SURRENDER ON TERMINATION; RESTORATION. Tenant shall surrender the Premises to Landlord or Landlord's designee quietly and peaceably upon expiration or termination of this Lease. Within 30 days before the expiration or termination, Tenant shall restore the Premises to a clean and usable condition acceptable to Landlord, with exception made for reasonable and ordinary wear and tear.

19. HOLDOVER TENANCY. If Tenant remains in possession of the Premises after this Lease expires or terminates for any reason:

- (a) Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month at the sufferance of Landlord. Tenant will continue to be subject to and comply with all of the provisions of this Lease, except that, at Landlord's discretion, the rent will be at a monthly rate up to an amount equal to 1/12th of the fair market annual rental value of the Premises, including all improvements, calculated at the time of the expiration or termination, and paid by Tenant on the first day of each month subsequent to the expiration or termination.
- (b) Tenant shall reimburse Landlord for any and all additional losses and damages which Landlord suffers by reason of Tenant's continued occupancy.
- (c) Tenant shall indemnify Landlord from and against all claims made by any successor Tenant insofar as such delay is occasioned by Tenant's failure to surrender possession of the Premises.

20. LIQUIDATED DAMAGES. In the event of a breach of contract or early termination of this Lease by Tenant which leaves Landlord responsible for the operation and/or maintenance of the Premises or buildings on the Premises, and because of the impracticability or extreme difficulty in fixing actual damages in that event, the parties hereby agree to liquidated damages, not as a penalty, in the amount of **Three Thousand (\$3,000) Dollars** for each year remaining under the then effective term.

21. MISCELLANEOUS PROVISIONS.

(a) Amendment and Modification. Except as otherwise provided in this Lease, no subsequent alteration, amendment, change, or addition to this Lease or any exhibit or attachment hereto shall be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference. Any amendment shall require the approval of Landlord's City Council.

(b) Waiver of Compliance; Consents. Any term or condition of this Lease may be waived by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Lease, in any one or more instances, shall not invalidate this Lease, nor shall such waiver be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Lease. Except as otherwise provided herein, the failure of a party to assert any of its rights under this Lease or otherwise shall not constitute a waiver of such rights. A waiver by a party shall not invalidate this Lease, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty. A waiver by a party of the time for performing any act shall not constitute a waiver of time for performing any other act or the time for performing an identical act required to be performed at a later time.

(c) Third-Party Beneficiaries. Notwithstanding the public nature of Tenant's intended use of the Premises, the terms and provisions of this Lease are intended solely for the benefit of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

(d) Notices. Any notices that are required to be served or that may be served pursuant to this Lease shall be in writing, addressed to the party's address below, and shall be deemed served either: (1) on the date hand delivered; (2) on the date delivered by courier service; (3) on the date delivered by First Class U.S. Mail, as evidenced by a return receipt; or (4) on the fifth day after the date sent by First Class U.S. Mail, as evidenced by an affidavit of mailing.

To Tenant:

Mitchell Baseball Association
Attn: Dean Sadler
PO Box 265
Mitchell, SD 57301

To Landlord:

City of Mitchell
Attn: City Attorney
612 North Main Street
Mitchell, SD 57301

Any notice or request the delivery of which is refused by the recipient shall be deemed given as of the date it is mailed or sent. A party may change their foregoing address by providing written notification to the other in the manner provided herein.

(e) Assignment. Tenant shall not assign, sublease, or transfer all or any part of this Lease or the Premises without prior written consent of Landlord's City Council, which shall be in Landlord's sole discretion. Tenant shall not mortgage or otherwise encumber the leasehold, the Premises, or any installation or improvement thereon. Subject to this subsection (e), this Lease is binding upon, inures to the benefit of, and is enforceable by the parties and their respective successors and permitted assigns.

(f) Tenant Organization. Tenant's status as a legal entity shall continuously be in good standing, active, and current with the state of its incorporation or registration and with the State of South Dakota, and Tenant shall keep its status active and current throughout the Term and all Renewal Terms. Tenant shall keep Landlord apprised of all changes in its designated officers, directors, and other officials.

(g) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of South Dakota as to all matters, including but not limited to matters of validity, construction, effect, performance, and remedies.

(h) Venue. Venue for resolution of any dispute arising from or under this Lease or its performance shall be in Mitchell, Davison County, South Dakota and all actions and proceedings arising from or under this Lease or Tenant's possession, occupancy, use, or maintenance of the Premises or otherwise related to the subject matter of this Lease shall be in the circuit court of the State of South Dakota in Davison County, South Dakota, which court shall have exclusive jurisdiction for such purpose.

(i) Waiver of Jury Trial. Each of the parties hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Lease or Tenant's occupancy or use of the Premises or otherwise related to the subject matter of this Lease. This provision is a material inducement for the parties hereto to enter into this Lease, and shall survive the termination of this Lease.

(j) Attorneys' Fees. Except as otherwise provided in this Lease, in the event there arises between the parties any dispute or litigation, each party shall be responsible for its own attorneys' fees, experts' fees, consultants' fees, and costs.

(k) Entire Agreement. This Lease and its exhibits and attachments set forth all the promises, agreements, conditions, and understandings, either oral or written, between the parties.

(l) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

(m) Exhibits. Except as otherwise provided in this Lease, all exhibits and attachments referred to herein are intended to be and hereby are specifically made a part of this Lease.

(n) No Joint Venture or Agency. Nothing in this Lease or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the parties. Neither party is nor shall be deemed the agent or representative of the other party in any instance whatsoever.

(o) Landlord Agent. Except as otherwise provided herein, Landlord's City Administrator shall be Landlord's agent and shall have the authority to administer this Lease on behalf of Landlord, including but not limited to the authority to cause notices to be served on Tenant; enforce or terminate the Lease upon default of any terms by Tenant; and to enforce Landlord's right to enter the Premises as provided herein.

(p) Severability. If any provision of this Lease is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Lease will not be materially and adversely affected thereby, such provision shall be fully severable; this Lease will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; the remaining provisions of this Lease will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Lease a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as possible.

(r) Captions. The captions, paragraphs, sections, or letters appearing in this Lease are inserted only as a matter of convenience and in no way affect, define, limit, construe, or describe the scope or intent of the sections and paragraphs of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates entered below and each party's respective signatory whose signature appears below hereby warrants and represents that such signatory has been and is on the date of execution of this Lease duly authorized to execute this Lease on behalf their respective party.

Dated this _____ day of December, 2016.

LANDLORD,
CITY OF MITCHELL, SD

(seal)

Attest: _____

Jerry Toomey, Mayor

Michelle Bathke, Finance Officer

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

Jerry Toomey and Michelle Bathke, being first duly sworn on oath, depose and say that each is the Mayor and Finance Officer respectively of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and, being duly authorized to do so, have hereto executed this Lease on behalf of the City of Mitchell, SD in their official capacity.

CITY OF MITCHELL, SD (seal)

Attest: _____
Jerry Toomey, Mayor

Michelle Bathke, Finance Officer

Subscribed and sworn to before me this ____ day of December, 2016.

(seal)

Notary Public
My Commission Expires: _____

TENANT,
MITCHELL BASEBALL ASSOCIATION

By _____
Its: _____

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

_____, being first duly sworn on oath, deposes and says that he

is the _____ of Mitchell Baseball Association, a South Dakota non-profit corporation, and, being duly authorized to do so, has hereto executed this Lease on behalf of Mitchell Baseball Association in their official capacity.

MITCHELL BASEBALL ASSOCIATION

By _____
Its: _____

Subscribed and sworn to before me this _____ day of December, 2016.

(seal)

Notary Public
My Commission Expires: _____

UNOFFICIAL MINUTES OF THE
MITCHELL PARK, RECREATION & FORESTRY BOARD
OCTOBER 13, 2016

A regular meeting of the Parks and Recreation Board was held on Thursday, October 13, 2016. The meeting was called to order by Ryan Tupper, President at 4:00 p.m., at the Recreation Center Conference Room.

The following members of the Board were present: Ryan Tupper, Melanie Mullenmeister, Brian Jonson, Jean Koehler, Mary Ellen Jepsen, Randy Seppala, Scott Kroger. Absent: Council Liaison Marty Barington. Staff present: Nate Powell, Kevin DeVries, Angel DeWaard, Steve Roth, City Attorney Justin Johnson, City Administrator Stephanie Ellwein.

A delegation from Mitchell Baseball Association represented by Dean Sadler were present. Mr. Sadler presented a request for Concept Approval by the Board for an indoor batting cage building to be constructed on City property located on the north side of west 15th Ave and west side of North Iowa Street in the gravel overflow parking lot. Mitchell Baseball Association would be responsible for all costs involved with building, maintaining and insuring the facility with the remaining area around the facility available for open public parking. Mitchell baseball Association would also like to propose a 25 Year lease at \$1.00 per year and have continued renewability at the end of the lease period provided Mitchell Baseball Association is still in existence. After a brief discussion, Motion Kroger, Second Seppala to approve the Concept presented by Mitchell Baseball Association and allow it to move through the process to City Council. Motion approved and carried.

Motion Johnson, Second Mullenmeister to approve the agenda as presented. Motion approved and carried.

Minutes of the September 8, 2016 meeting were reviewed. Motion Koehler, Second Jepsen to approve the September 8, 2016 minutes as read. Approved and carried.

Motion Mullenmeister, Second Johnson to approve the Bills as submitted. Motion approved and carried.

Director Powell presented to the Board a \$63,000 Business Plan for the Recreation Center which will develop a comprehensive operational business plan, requesting support to take the plan to the City Council for funding. Director Powell highlighted the fact that expenses have continued to rise over the years however, revenue has declined. After a lengthy discussion by the Board, Motion Koehler, Second Mullenmeister to recommend taking the Business Plan to the City Council for approval of funding. Motion approved and carried.

The Board reviewed a draft of the 2016 Mitchell Parks & Recreation Donor Guidelines. Director Powell noted that naming opportunities for new or existing facilities would require the donor to pay for the majority of the construction costs or renovations with duration of naming rights to be determined by the Park Board. Motion Seppala, Second Johnson to approve the 2016 Mitchell Parks & Recreation Donor Guidelines as presented. Motion approved and carried.

Scott Fossum with Mitchell Aquatics Club submitted a request to the Board seeking approval for their Build-a-Pool Capital Campaign. Mr. Fossum stated their goal is to secure their portion of the funding to begin construction in the spring of 2017. It was noted the City will retain naming rights to the facility, leisure pool, concessions, play features/slides and all existing structures. Motion Kroger, Second

Mullenmeister to approve the Mitchell Aquatics Club Build-a-pool Capital Campaign as proposed. Motion approved and carried.

Director Powell reviewed with the Board a proposal to return daily management of the Lake Mitchell Campground back to the Parks & Recreation Department when the current private campground lease is up on December 31st. Director Powell noted the campground would have two campground hosts on site 24/7 from April 1st – October 31st; Daily maintenance 8am – 3pm May 1st – Sept. 30th; Daily rentals of canoe, pedal boat, stand-up paddleboards 12pm-5pm June 1st – August 31st; Store with 24/7 vending only. Also, limiting stays to 14 days, removing mobile home due to age, shower facility will need to be replaced in the near future and removing 5 sites and combining them with 5 other sites to prove ease of access. The Board expressed concern on limiting a campers stay and discussed off season storage. After a lengthy discussion Motion Johnson, Second Koehler to approve the proposal for the Parks & Recreation Department to take over the daily management of the Lake Mitchell Campground but to amend the proposal to allow seasonal rental in summer with no storage in the winter. Motion approved and carried.

Kevin DeVries reviewed the Recreation Center Report. Fall soccer and football programs wrapped up the 1st week of October. We are taking registration for youth basketball, indoor tennis lessons and wrestling. Our Men's Flag football league started on September 14th with 18 teams participating. The afterschool program is going well. Todd has been working with the staff on activities to get the kids more involved. Thomas has been taking a lot of the 9-12 year old kids after school and running them through some physical activities and workouts for 15-20 minutes to get them more activity as well. We have started getting bids for our adult locker room remodel, we will be staying with metal lockers as plastic costs too much. Our public input meeting and stakeholder meeting with Councilman-Hunsaker on September 27th & 28th went well and we look forward to getting their options for the future of the Recreation Center.

Steve Roth reviewed the Parks & Forestry Report. Projects we are working on or have completed are: Winterized pool and make repairs to concrete deck and caulked some expansion joints; Planted 31 trees in the Parks; Sprayed most of the parks and areas around the lake; Replaced concrete to the walk thru door at the shop; Put in concrete pad at the Rec Center; Fogged the City for mosquitos; Mowing parks and mulching leaves; Began winterizing park shelters, buildings and irrigation systems; Marked location for new playground at Indian Head Park; Working on installing the sign for Celia Kelley Pine Forest; Tennis courts-they have all the concrete done for playing surface, fence post installed. They will have to move the gates on south side as they were placed wrong, then they will finish concrete around the fence post and pad for benches and sidewalk and install fence.

Sports Complex Report was reviewed. Projects being worked on:

MAC:

- Both ice arenas completed and practice has started
- Cleaning above north lobby for film room

Cadwell Complex:

- Last two pieces of sunshades were delivered, will put together as time allows
- Sprayed most of complex with 2,4-D
- Foul poles put up
- Renovation work on Cadwell Stadium infield in progress
- Flag football is wrapping up at end of the month

Pepsi Complex:

- All fields sprayed with 2,4-D
- New spruce trees planted on west fence line

- Mowing/daily maintenance

Parks:

- Daily maintenance: mowing/weed whipping
- Beginning to spray parks with 2,4-D

Director Powell reviewed the monthly Department Report.

Major Incidents and Significant Events:

- No major incidents

Important Meetings and Training Attended:

- Water Quality Summit in Sioux Falls
- Hockey Association Meeting
- Mitchell Campground Meeting
- Lions Club Meeting
- Rotary Meeting
- Exchange Club Meeting
- Website & Social media training – staff
- Public Forum with FYRA Engineering
- Public Input Sessions for Recreation Center Study
- Aquatic Center meeting with SHE and Councilman-Hunsaker
- Site visit with Palace City Pedalers regarding West Launch Trail design

Project Outcomes:

- FYRA Engineering approval from City Council
- Recreation Center Feasibility Study approval from City Council
- Mitchell Parks and Recreation Facebook Page is active
- Vehicle log books for department vehicles have been implemented

Current Projects:

- Lake development plan
 - FYRA Engineering
 - Economic Impact Study
 - Develop Watershed Advisory Council
 - Develop Technical Advisory Team
- Indianhead Playground
- Tennis Courts at Hitchcock Park
- Recreation Center Feasibility Study
- Recreation Center Business Plan Proposal
- Donor Guidelines Update
- Mitchell Campground Proposal
- Website Updates
- West launch trail construction
- Uniform Policy for staff
- Aquatic Center

Upcoming Special Events and Meetings:

- Parks Board meetings
- Lake Committee meetings

Change in Parks/Facility Status:

- Ice in the Activity Center

There being no further business the Board adjourned at 5:15 p.m., noting Thursday, November 10, 2016 at 4:00 p.m. as the date of the next regular meeting of the Mitchell Park, Recreation and Forestry Board.

Recreation Board Report
October 14th – November 10th 2016
Kevin DeVries
Jamie Henkel & Todd Cavanaugh

We wrapped up our men's flag football league October 26th. Was a great year for teams and weather. We our into our game season for 3rd – 6th grade youth basketball as they will play 4 Saturday's and finish up on November 19th. We were unable to get enough teams for an adult wiffleball league which is disappointing but our Adult coed volleyball league started on October 23rd and we have 12 teams in that which play on Sunday's up in the Armory.

Other programs starting up are the youth tennis lessons at the 4H building and adult pickleball which will be held in the Armory as well on Wednesday evenings. We are taking registration now for youth wrestling which will start in December and parents can start registering for youth volleyball and boys and girls kernel basketball camps starting November 23rd.

Our steam room tiling project started on November 1st and should be done by November 14th. We are excited to see how it turns out. We have also been working on some other maintenance issues at the Rec Center from roof top units being repaired, shower fixtures being replaced to a new chlorinator on the whirlpool. We would like to be able to get the back gym painted and new LED lights in there by the end of the year if budget allows.

We are starting to see a lot more traffic in the Rec Center even as the weather stays nice. More kids are coming back and new members have been coming in which is great to see.

We having been doing demos with 3 companies on a new software system for registration, memberships, POS etc... The one we really like the best that can do everything we need is REC1. We are hoping to make a decision in November with the hopes of starting January 1st. This company does have the capability of transferring over a lot of our data from customers which will be an easier transition for them and cut down on a lot of data entry to get things going faster.

**Parks & Forestry
Board Report
November 2016**

- Winterized Park Shelters/restrooms and irrigations systems.
- Installed the sign at Celia Kelly Pines.
- Working on installing the sign at Dry Run Skate Park.
- Working on installing the playground at Indian Head Park.
- Sprayed parks and areas around the lake.
- Moved the Franks Bay Fishing Pier and the new fishing pier at Sportsman's Club.
- Took out the No Wake and Swimming Area buoys.
- Mulching leaves in the Parks.
- Worked on all the Christmas decorations and got them ready to put up.
- Tennis Courts- All the concrete work is done and the fence is done. Some of the dirt work is completed but needs to be finished. The painter has been working on painting the courts it sounds like he should get 2 of them done but the other 2 might have to wait to next spring. The weather is playing a factor in that its take too long to warm up during the day and leaves him a short time to paint before it starts cooling down in the evening for the paint to have enough cure time.

Sports Complex Board Report:

November 2016

MAC:

- Open skate started Oct. 17th
- First games begin November 5th and 6th
- No new news on South rink resolution

Cadwell Complex:

- Finished work on Cadwell infield
- Winterized all of Cadwell complex
- Sunshades fully completed, tested for fit and taken down for the winter
- Planted seed at Cadwell Stadium
- Leaf clean up around entire complex

Pepsi Complex:

- Begin winterizing Pepsi Complex 11/3
- Flag pole stone set between fields 4 and 5 on complex
- Many goals have been moved off of the fields for the winter
- Begin aerating all fields on complex

Parks:

- Daily maintenance: Leaf clean up at parks
- Parks winterized – irrigation/shelters
- Parks ball field bases removed

Department Report
Monthly Report
November 2016

Major Incidents and Significant Events

- No major incidents

Important Meetings and Training Attended

- MACPD meeting and banquet- Funding ADA sidewalk for Hitchcock Playground
- Ongoing Aquatic Center Meetings
- Lake Committee Meeting
- Parks Board Meeting
- Fish Habitat Meeting

Project Outcomes

- Donor Guidelines Approved by Parks Board
- Celia Kelley Sing Installed
- Campground Proposal Approved by Parks Board
- Rec Center Business Plan Approved by Parks Board

Current Projects

- Lake development plan
 - FYRA Engineering
 - Economic Impact Study
 - Develop Watershed Advisory Council
 - Develop Technical Advisory Team
- Indianhead Playground
- Tennis Courts at Hitchcock Park
- Recreation Center Feasibility Study
- Recreation Center Business Plan Proposal to City Council
- Mitchell Campground Proposal to City Council
- Website Updates
- West launch trail construction
- Uniform Policy for staff
- Aquatic Center
- Ice Arena Condensation Issues
- Fee Structure for Department

Upcoming Special Events and Meetings

- Parks Board meeting
- Lake Committee meeting
- Baseball and Softball Associations Meetings
- MACPD meeting

Change in Park/Facility Status

- Ice in the Activity Center



W 15th Ave

Floor To Ceiling

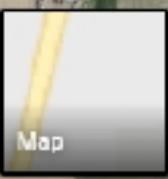
Proposed
Baseball Field

Envy Hair Salon

Festenal

Custom Plus Collision
Center, LLC

W 8th Ave





Floor To Ceiling

W15th Ave

Envy Hair Salon

Festenal

Custom Plus Collision Center, LLC

W8th Ave

Map



City Park and Par

W 15th

Floor To Ceiling
MBK Building Proposal

Addit
Field

37

Envy Hair Salon

Fastenal

Custom Plus Collision
Center, LLC

New Flag Footbal

N Ohlman St

N Ohlman St

N Ohlman St

N Ohlman St

	2016	2017	
Aquatic Center			
Individual	\$ 5.00	\$ 6.00	Rising Expenses
Group	\$ 3.00	\$ 4.00	Rising Expenses
Family of 2-4	\$ 125.00	\$ 140.00	One family Fee of \$140 regardless of size makes sense
Family of 5	\$ 140.00	\$ 140.00	Simplifying fees
Family of 6	\$ 155.00	\$ 140.00	Simplifying fees
Family of 7	\$ 170.00	\$ 140.00	\$12 for each additional person over 6 family members
Campground			
RV Site	N/A	\$ 35.00	First Year
Tent Site	N/A	\$ 30.00	First Year
Tent Site w Elec	N/A	\$ 22.00	First Year
Boat Rental	N/A	\$ 6.00	First Year
Fun Pass			
Youth/Student	N/A	\$ 290.00	First Year
Adult	N/A	\$ 410.00	First Year
2 People	N/A	\$ 560.00	First Year
Family	N/A	\$ 665.00	First Year
Senior	N/A	\$ 320.00	First Year
Senior 2 People	N/A	\$ 445.00	First Year
Fun Pass Golf			
Adult Executive Premium	\$ 1,204.00	\$ 1,192.00	Fee adjustment to reflect actual fees
Ice Arena			
Ice Rental +100 Hours or more	\$ 59.00	\$ 60.00	Rising Expenses
Ice Rental Per Hour	\$ 80.00	\$ 125.00	Rising Expenses
Open Skate Adult	\$ 3.50	\$ 5.00	Rising Expenses
Open Skate Group	\$ 3.00	\$ 4.00	Rising Expenses
Skate Rental	\$ 2.00	\$ 3.00	Rising Expenses
skate Rental Group	\$ 1.00	\$ 3.00	Rising Expenses
Open Skate Adult Season Pass	\$ 45.00	\$ 50.00	Rising Expenses
Open Skate Youth Season Pass	N/A	\$ 30.00	First Year
Family Season Pass	\$ 60.00	\$ 90.00	Rising Expenses
Open Skate Adult Season Pass with Skates	N/A	\$ 80.00	First Year
Open Skate Youth Season Pass with Skates	N/A	\$ 60.00	First Year
Family Season Pass with Skates	N/A	\$ 120.00	First Year
Concessions Stand	N/A	\$ 300.00	We have never charged a specific fee for concessions, it was included in agreement
Parks			
Monroe/Trode Garden Gazebo Half Day/Band Shell	\$ 25.00	\$ 10.00	Per hour rather than half day
Shelter Half Day	\$ 25.00	\$ 10.00	Per hour rather than half day
Shelter Full Day	\$ 50.00	\$ 60.00	Changed fees to reflect higher costs associated with larger group sizes
Indoor Shelter All Day	\$65-\$110	\$ 120.00	Rising Expenses
Deposit	\$65-\$110	\$ 100.00	One deposit amount
Recreation and Athletics			
Basketball Boys 3rd & 4th Grade	\$ 32.00	\$ 35.00	Rising Expenses
Basketball Boys 5th & 6th Grade	\$ 32.00	\$ 35.00	Rising Expenses
Basketball Girls 3rd & 4th Grade	\$ 32.00	\$ 35.00	Rising Expenses
Basketball Girls 5th & 6th Grade	\$ 32.00	\$ 35.00	Rising Expenses
Baseball Midgets	\$ 38.00	\$ 40.00	Rising Expenses
T-Ball	\$ 28.00	\$ 32.00	Rising Expenses
Baseball Peewee	\$ 38.00	\$ 40.00	Rising Expenses
Dak Kids - Adventure Day Trips	\$ 25.00	\$ 30.00	Rising Expenses
Dak Kids - Fab Tour	\$ 30.00	\$ 35.00	Rising Expenses
Active Kids	\$ 22.00	\$ 25.00	Rising Expenses
Flag Football Adult Men	\$ 230.00	\$ 240.00	Rising Expenses

Softball Majors 2nd & 3rd	\$ 38.00	\$ 40.00	Rising Expenses
Softball Minors K & 1st	\$ 32.00	\$ 38.00	Rising Expenses
Softball Masters 4th, 5th & 6th	\$ 28.00	\$ 40.00	Rising Expenses
Swim Lessons Level 1-6	\$ 24.00	\$ 30.00	Rising Expenses
Swim Lessons Preschool	\$ 24.00	\$ 25.00	Rising Expenses
Swim Lessons Parent & Child	\$ 19.00	\$ 25.00	Rising Expenses
Tennis Team	\$ 22.00	\$ 30.00	Rising Expenses
Tennis Lessons	\$ 28.00	\$ 30.00	Rising Expenses
Volleyball Mixed	\$ 110.00	\$ 115.00	Rising Expenses
Recreation Center Day Fees			
2 People	N/A	\$ 14.00	First Year
Family	\$ 13.00	\$ 14.00	No need to discount multiple one-day passes
Senior (60+)	N/A	\$ 6.00	First Year
Senior 2 People	N/A	\$ 12.00	First Year
Recreation Center 5 Day Pass			
Youth/Student	\$ 23.75	\$ 20.00	Adjusted to reflect new fees
Adult	\$ 33.75	\$ 28.00	Adjusted to reflect new fees
2 People	N/A	\$ 56.00	First Year
Family	N/A	\$ 56.00	First Year
Senior (60+)	N/A	\$ 24.00	First Year
Senior 2 People	N/A	\$ 48.00	First Year
Recreation Center Annual Membership			
Youth/Student	\$ 201.00	\$ 227.00	Closer to Market
Adult	\$ 383.00	\$ 349.00	Loss of 1500 members since 2010
2 People	\$ 456.00	\$ 436.00	Loss of 1500 members since 2010
Family	\$ 520.00	\$ 524.00	Close to Market
Senior (60+)	\$ 319.00	\$ 262.00	Closer to Market
Senior 2 People	\$ 380.00	\$ 327.00	Closer to Market
Auto Checking	\$ 15.00	\$ 20.00	Actual auto Checking Fees plus Increased rate for no annual commitment
Recreation Center 1 Month			
Youth/Student	\$ 34.00	\$ 24.00	Adjusted to reflect new fees
Adult	\$ 50.00	\$ 37.00	Adjusted to reflect new fees
2 People	\$ 61.00	\$ 46.00	Adjusted to reflect new fees
Family	\$ 68.00	\$ 55.00	Adjusted to reflect new fees
Senior (60+)	N/A	\$ 28.00	First Year
Senior 2 People	N/A	\$ 35.00	First Year
Recreation Center 3 Month/Student Semester			
Youth/Student	\$ 99.00	\$ 69.00	Adjusted to reflect new fees
Adult	\$ 144.00	\$ 106.00	Adjusted to reflect new fees
2 People	\$ 164.00	\$ 132.00	Adjusted to reflect new fees
Family	\$ 188.00	\$ 158.00	Adjusted to reflect new fees
Senior (60+)	N/A	\$ 79.00	First Year
Senior 2 People	N/A	\$ 99.00	First Year
Recreation Center 6 Month			
Youth/Student	\$ 101.00	\$ 125.00	Adjusted to reflect new fees
Adult	\$ 247.00	\$ 192.00	Adjusted to reflect new fees
2 People	\$ 293.00	\$ 240.00	Adjusted to reflect new fees
Family	\$ 348.00	\$ 288.00	Adjusted to reflect new fees
Senior (60+)	\$ 199.00	\$ 144.00	Adjusted to reflect new fees
Senior 2 People	\$ 230.00	\$ 180.00	Adjusted to reflect new fees
Recreation Center Annual Corporate			
2 People	\$ 391.00	\$ 421.00	Adjusted to reflect new fees
Family	\$ 447.00	\$ 506.00	Adjusted to reflect new fees

Cadwell/Pepsi Complex			
Softball Game	\$ 8.00	\$ 25.00	Rate was \$25 in 2006
Baseball Game	\$ 8.00	\$ 25.00	Rate was \$25 in 2006
Youth Softball Game	\$ 4.00	\$ 25.00	Rate was \$25 in 2006
Adult Baseball Game	\$ 33.00	\$ 25.00	One flat rate for everyone
Youth Baseball Game	\$ 9.00	\$ 25.00	Standard Rate Across the Board
Softball Lights	\$ 17.00	\$ 20.00	Rising Expenses
Baseball Lights	\$ 33.00	\$ 35.00	Rising Expenses
Concessions Stand	\$ 250.00	\$ 300.00	Trying to recoup cost of utilities
Public Field Reservation	N/A	\$ 30.00	First Year
Tournament Fees	\$150	\$ 23.00	Charging per game rather than per tournament

	Hourly	Day Fees	Season Pass	Scholarship
Aquatic Center 2016				
Individual		\$ 5.00	\$ 60.00	
Group of 10 or More (Per Person)		\$ 3.00		
Family of 2-4			\$ 125.00	\$ 75.00
Family of 5			\$ 140.00	\$ 85.00
Family of 6			\$ 155.00	\$ 95.00
Family of 7			\$ 170.00	\$ 105.00
Pool Rental (After Hours)	\$ 200.00			
Swim Meet (First Meet)		\$ 1,000.00		
Swim Meet (Additional Meets)		\$ 500.00		

	Hourly	Day Fees	Season Pass	Scholarship
Aquatic Center 2017				
Individual		\$ 6.00	\$ 60.00	
Group of 10 or More (Per Person)		\$ 4.00		
Family			\$ 140.00	\$ 85.00
Pool Rental (After Hours)	\$ 200.00			
Swim Meet (First Meet)		\$ 1,000.00		
Swim Meet (Additional Meets)		\$ 500.00		

	1/2 Hour	Daily	Monthly
Mitchell Campground			
RV Sites with Full Hookups		\$ 35.00	\$ 525.00
Tent Sites		\$ 20.00	N/A
Tent Sites with Electricity		\$ 22.00	
Paddle Board, Pedal Boat & Canoe Rentals	\$ 6.00		

	Hourly	Daily	Daily Group of 10+ (Per Person)	Season
Ice Arena 2016				
Ice Rental +100 Hours (Per Sheet of Ice)	\$ 59.00			
Ice Rental Per Hour (Per Sheet of Ice)	\$ 80.00			
Open Skate - Adult		\$ 3.50	\$ 3.00	
Open Skate - Youth		\$ 3.00	\$ 3.00	
Skate Rental		\$ 2.00	\$ 1.00	
Individual				\$ 45.00
Family				\$ 60.00
Family with Skates				\$ 72.00
20 Punch Card				\$ 30.00
20 Punch Card with Skates				\$ 42.00

	Hourly	Daily Group of 10+ (Per Person)	Season Pass Without Skates	Season Pass With Skates
Ice Arena 2017				
Ice Rental +100 Hours (Per Sheet of Ice)	\$ 60.00			
Ice Rental Per Hour (Per Sheet of Ice)	\$ 125.00			
Open Skate - Adult		\$ 5.00	\$ 4.00	\$ 50.00
Open Skate - Youth		\$ 3.00	\$ 3.00	\$ 30.00
Skate Rental		\$ 3.00	\$ 3.00	
Family Pass				\$ 90.00
Concessions Agreement				\$ 300.00

	10:00am - 4:00pm	5:00pm - 11:00pm	Day	Deposit
Parks 2016				
Monroe/Trode Garden Gazebo/Band Shell Shelter	\$ 25.00	\$ 25.00	\$ 50.00	
Day Camp Weekdays (M-Th)			\$ 65.00	\$ 65.00
Day Camp Weekends (F-Su)			\$ 105.00	\$ 105.00
Sportsmans Club Weekdays (M-Th)			\$ 65.00	\$ 65.00
Sportsmans Club Weekends (F-Su)			\$ 105.00	\$ 105.00
Patton Young Indoor Shelter	\$ 55.00	\$ 55.00	\$ 110.00	\$ 110.00
Camp Arroya			\$ 105.00	\$ 105.00
Hitchcock Indoor Shelter	\$ 55.00	\$ 55.00	\$ 110.00	\$ 110.00

	Hour (3 Hour Minimum)	Day	Deposit
Parks 2017			
Monroe/Trode Garden Gazebo/Band Shell Shelter	\$ 10.00	\$ 60.00	
Day Camp		\$ 120.00	\$ 100.00
Sportsmans Club		\$ 120.00	\$ 100.00
Camp Arroya		\$ 120.00	\$ 100.00
Patton Young Indoor Shelter		\$ 120.00	\$ 100.00
Hitchcock Indoor Shelter		\$ 120.00	\$ 100.00

	Fees
Preschool 2016	
Tuesday/Thursday	\$ 58.00
Monday/Wednesday/Friday	\$ 70.00

	Fees
Preschool 2017	
Tuesday/Thursday	\$ 58.00
Monday/Wednesday/Friday	\$ 70.00

	Program Fee 2016	Program Fee 2017
Athletics and Recreation Programs		
Babysitting	\$40	\$40
Basketball Boys 3rd & 4th Grade	\$32	\$35
Basketball Boys 5th & 6th Grade	\$32	\$35
Basketball Kernel Camp	\$5	\$5
Basketball Girls 3rd & 4th Grade	\$32	\$35
Basketball Girls 5th & 6th Grade	\$32	\$35
Basketball 1st & 2nd Grade	\$30	\$30
Baseball Midgets	\$38	\$40
T-Ball	\$28	\$32
Baseball National	\$60	\$60
Baseball Peewee	\$38	\$40
Dak Kids - Adventure Day Trips	\$25	\$30
Dak Kids - Fab Tour	\$30	\$35
Active Kids	\$22	\$25
Flag Football 3rd & 4th	\$35	\$35
Tackle Football 5th & 6th	\$45	\$45
Flag Football Adult Men	\$230	\$240
Softball Majors 2nd & 3rd	\$38	\$40
Softball Minors K & 1st	\$32	\$38
Softball Masters 4th, 5th & 6th	\$28	\$40
Swim Lessons Level 1-6	\$24	\$30
Swim Lessons Preschool	\$24	\$25
Swim Lessons Parent & Child	\$19	\$25
Soccer K-4th	\$40	\$40
Men's Wiffleball	\$150	\$150
Wrestling	\$40	\$40
Tennis Team	\$22	\$30
Tennis Camp	\$45	\$45
Tennis Lessons	\$28	\$30
Track & Field	\$40	\$40
Volleyball Girls 5th & 6th	\$40	\$40
Volleyball Girls 3rd & 4th	\$35	\$35
Volleyball Mixed	\$110	\$115

	Day Fees	5 Day Pass	Annual Membership	Summer	1 Month	3 Month	6 Month	Auto Checking	Annual Corporate	Auto Checking Corporate	Annual Locker Rental	Annual City Employee	20 Program Pass
Recreation Center 2016													
Youth	\$ 5.00		\$ 201.00	\$ 66.00	\$ 34.00		\$ 101.00				\$ 40.00		
College		\$ 23.75			\$ 34.00	\$ 99.00					\$ 40.00		
Adult	\$ 7.00	\$ 33.75	\$ 383.00	\$ 117.00	\$ 50.00	\$ 144.00	\$ 247.00	\$ 33.08	\$ 337.00	\$ 29.25	\$ 40.00	\$ 154.00	
Couples			\$ 456.00	\$ 130.00	\$ 61.00	\$ 164.00	\$ 293.00	\$ 39.17	\$ 391.00	\$ 33.75	\$ 40.00		
Family	\$ 13.00		\$ 520.00	\$ 140.00	\$ 68.00	\$ 188.00	\$ 348.00	\$ 44.50	\$ 447.00	\$ 38.42	\$ 40.00	\$ 212.00	
Senior (60+)			\$ 319.00				\$ 199.00	\$ 27.00			\$ 40.00		
Senior Couples			\$ 380.00				\$ 230.00	\$ 32.00					
Afterschool Program	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 25.00
Persoanl Trailing (Individual)										\$ 200			
Persoanl Trailing (2 People)										\$ 150			
Persoanl Trailing (3 People)										\$ 125			

	Day Fees	5 Day Pass	Annual Membership	Monthly Auto Checking	1 Month	3 Month/Student Semester	6 Month	Annual Corporate	Annual Locker Rental	20 Punched Pass	12 Sessions	Annual City Employee
Recreation Center 2017												
Youth/Student	\$ 5	\$ 20	\$ 227	\$ 20.57	\$ 24	\$ 69	\$ 125	N/A	\$ 40	N/A		N/A
Adult	\$ 7	\$ 28	\$ 349	\$ 30.75	\$ 37	\$ 106	\$ 192	\$ 337	\$ 40	N/A		\$ 154
2 People	\$ 14	\$ 56	\$ 436	\$ 38.02	\$ 46	\$ 132	\$ 240	\$ 421	\$ 40	N/A		\$ 193
Family	\$ 14	\$ 56	\$ 524	\$ 45.29	\$ 55	\$ 158	\$ 288	\$ 506	\$ 40	N/A		\$ 231
Senior (60+)	\$ 6	\$ 24	\$ 262	\$ 23.48	\$ 28	\$ 79	\$ 144	N/A	\$ 40	N/A		N/A
Senior 2 People	\$ 12	\$ 48	\$ 327	\$ 28.93	\$ 35	\$ 99	\$ 180	N/A	\$ 40	N/A		N/A
Afterschool Program	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 25		N/A
Persoanl Trailing (Individual)										\$ 200		
Persoanl Trailing (2 People)										\$ 150		
Persoanl Trailing (3 People)										\$ 125		

	Team	Game	Tournament	Season	Hour	Deposit	3 Hours	Bag
Cadwell/Soccer Complex 2016								
Men Softball	\$150	\$8	\$150					
Women Softball	\$150	\$8	\$150					
Coed Softball	\$150	\$8	\$150					
Youth Softball	\$0	\$4	\$100					
Adult Baseball	\$150	\$33	\$150					
Youth Baseball	\$0	\$9	\$100					
Lighting Softball/Soccer/Tennis					\$17			
Lighting Baseball					\$33			
Chalking Machine						\$20		
Keys						\$50		
Scoreboard						\$100		
Diamond Dry (Optional)								\$20
Tournament Deposit						\$100		
Maintenance Staff Assistance (Optional)			\$120					
Concession Stand Softball West				\$125				
Concession Stand Softball East				\$125				
Concession Stand Drake Field				\$250				
Concession Stand Cadwell				Free				
Concession Stand Pepsi				\$250				

	Team (Practice Fee)	Game	Season	Hour	Deposit	3 Hours	Bag
Cadwell/Soccer Complex 2017							
Adult Softball & Baseball	\$150	\$25					
Youth Softball & Baseball	\$150	\$25					

Lighting Softball/Soccer/Tennis				\$20		
Lighting Baseball				\$35		
Chalking Machine					\$20	
Keys					\$50	
Scoreboard					\$100	
Diamond Dry (Optional)						\$20
Maintenance Staff Assistance (Optional)		\$120				
Concession Stand Softball West			\$300			
Concession Stand Softball East			\$300			
Concession Stand Drake Field			\$300			
Concession Stand Cadwell			\$300			
Concession Stand Pepsi			\$300			
Field Reservation						\$30

Aquatic Center 2017	Hourly	Day Fees	Season Pass
Individual		\$6	\$60
Group		\$4	
Family			\$140
Pool Rental (After Hours)	\$200		
Swim Meet (First Meet)		\$1,000	
Swim Meet (Additional Meets)		\$500	

Mitchell Campground	1/2 Hour	Daily	Monthly
RV Sites with Full Hookups		\$35	\$525
Tent Sites		\$20	
Tent Sites with Electricity		\$22	
Paddle Board, Pedal Boat & Canoe Rentals		\$6	

	Fun Pass	Auto Checking
Youth/Student	\$290	\$26
Adult	\$410	\$36
Couples	\$560	\$48
Family	\$665	\$57
Senior (60+)	\$320	\$28
Senior Couples	\$445	\$39

Fun Pass Golf 2017	Rec Package	Auto Checking	Executive Pack	Auto Checking2	
Adult		\$579	\$50	\$844	\$72
Couples		\$796	\$68	\$1,024	\$87
Family		\$947	\$81	\$1,219	\$103

Fun Pass Golf 2017	Executive Premium	Auto Checking	Full Family	Auto Checking2
Adult	\$1,192	\$102		
Couples	\$1,504	\$127		
Family	\$1,744	\$147	\$1,837	\$155

Ice Arena 2017	Hourly	Daily	Group
Ice Rental +100 Hours (Per Sheet of Ice)		\$60	
Ice Rental Per Hour (Per Sheet of Ice)		\$125	
Open Skate - Adult		\$5	\$4
Open Skate - Youth		\$3	\$3
Skate Rental		\$3	\$3

Ice Arena 2017	Season Pass Without Skates	Season Pass With Skates
Open Skate - Adult	\$50	\$80
Open Skate - Youth/Student*	\$30	\$60
Family Pass	\$90	\$120

Parks 2017	Hour (3 Hour Minimum)	Day	Deposit
Monroe/Trode Garden Gazebo/Band Shell	\$10	\$60	
Shelter	\$10	\$60	
Day Camp		\$120	\$100
Sportsmans Club		\$120	\$100
Camp Arroya		\$120	\$100
Patton Young Indoor Shelter		\$120	\$100
Hitchcock Indoor Shelter		\$120	\$100

Preschool 2017	Fees
Tuesday/Thursday	\$58
Monday/Wednesday/Friday	\$70

Athletics and Recreation Programs 2017	Program Fee
Babysitting	\$40
Basketball Boys 3rd & 4th Grade	\$35
Basketball Boys 5th & 6th Grade	\$35
Basketball Kernel Camp	\$5
Basketball Girls 3rd & 4th Grade	\$35
Basketball Girls 5th & 6th Grade	\$35
Basketball 1st & 2nd Grade	\$30
Baseball Midgets	\$40
T-Ball	\$32
Baseball National	\$60
Baseball Peewee	\$40
Dak Kids - Adventure Day Trips	\$30
Dak Kids - Fab Tour	\$35
Active Kids	\$25
Flag Football 3rd & 4th	\$35
Tackle Football 5th & 6th	\$45
Flag Football Adult Men	\$240
Softball Majors 2nd & 3rd	\$40
Softball Minors K & 1st	\$32
Softball Masters 4th, 5th & 6th	\$40
Swim Lessons Level 1-6	\$30
Swim Lessons Preschool	\$25
Swim Lessons Parent & Child	\$25
Soccer K-4th	\$40
Men's Wiffleball	\$150
Wrestling	\$40
Tennis Team	\$30
Tennis Camp	\$45
Tennis Lessons	\$30
Track & Field	\$40
Volleyball Girls 5th & 6th	\$40
Volleyball Girls 3rd & 4th	\$35
Volleyball Mixed	\$115

Recreation Center 2017	Day Fees	5 Day Pass	Annual Membership	Monthly Auto Checking	
Youth/Student		\$5	\$20	\$227	\$21
Adult		\$7	\$28	\$349	\$31
Couples		\$14	\$56	\$436	\$38
Family		\$14	\$56	\$524	\$45
Senior (60+)		\$6	\$24	\$262	\$23
Senior Couples		\$12	\$48	\$327	\$29

Recreation Center 2017	1 Month	3 Month/Student Ser	6 Month	Annual Corporate	
Youth/Student		\$24	\$69	\$125	
Adult		\$37	\$106	\$192	\$337
Couples		\$46	\$132	\$240	\$421
Family		\$55	\$158	\$288	\$506
Senior (60+)		\$28	\$79	\$144	
Senior Couples		\$35	\$99	\$180	

Recreation Center 2017	Annual Locker Rental	12 Sessions	20 Punchcard Pass
Youth/Student	\$40		
Adult	\$40		
Couples	\$40		
Family	\$40		
Senior (60+)	\$40		
Senior Couples	\$40		
After School Program			\$25
Personal Trailing (Individual)		\$200	
Personal Trailing (2 People)		\$150	
Personal Trailing (3 People)		\$125	

Cadwell/Soccer Complex 2017	Team	Game	Hour	Deposit 3 Hours	Bag
Adult Softball & Baseball	\$150	\$23			
Youth Softball & Baseball	\$150	\$23			
Lighting Softball/Soccer/Tennis			\$20		
Lighting Baseball			\$35		
Chalking Machine				\$20	
Keys				\$50	
Scoreboard				\$100	
Diamond Dry (Optional)					\$20
Maintenance Staff Assistance (Optional)		\$120			
Field Reservation				\$30	

2017 MITCHELL PARKS AND RECREATION FEES DRAFT

Aquatic Center

Aquatic Center 2017	Hourly	Day Fees	Season Pass
Individual		\$6	\$60
Group*		\$4	
Family**			\$140
Pool Rental***	\$200		
Swim Meet (First Meet)		\$1,000	
Swim Meet (Additional Meets)		\$500	

*Group is 10 people or more.

**Family is maximum number of 8 people living in the same household with up to two adults and children under the age of 24. Each additional family member is \$12 per person.

***Pool Rental begins after closing from 8:30pm until 10:30pm

Mitchell Campground

Mitchell Campground	1/2 Hour	Night	Monthly
RV Sites with Full Hookups		\$35	\$525
Tent Sites		\$20	
Tent Sites with Electricity		\$22	
Paddle Board, Pedal Boat & Canoe Rentals	\$6		

Fun Pass

Fun Pass includes an Annual Recreation Center Membership, Aquatic Center Season Pass, Open Skate Season Pass without Skates, and 1 Pedal Boat or Paddle Board Rental per person with your pass.

Fun Pass NEW for 2017	Fun Pass	Auto Checking
Youth/Student	\$290	\$26
Adult	\$410	\$36
Couples	\$560	\$48
Family	\$665	\$57
Senior (60+)	\$320	\$28
Senior Couples	\$445	\$39

*Youth/Student is any individual between the ages of 5-18 years old and any individual between the ages of 19-24 with a valid school I.D.

**2 People is any two people in any age class living in the same household.

*** Family is maximum number of 8 people living in the same household with up to two adults and children under the age of 24.

****Senior (Two People) is any two seniors living in the same household age 55 or older.

Fun Pass Golf

Rec Package includes Aquatic Center Season Pass, Open Skate Season Pass without skates, Golf without cart, & Bowling.

Executive Package includes Annual Recreation Center Membership, Golf without cart, & Bowling.

Executive Premium Package includes Annual Recreation Center Membership, Golf with cart, & Bowling.

Full Family Package includes Annual Recreation Center Membership, Aquatic Center Season Pass, Open Skate Season Pass without skates, Golf without cart, & Bowling.

Fun Pass Golf 2017	Rec Package	Auto Checking	Executive Package	Auto Checking2
Adult	\$579	\$50	\$844	\$72
2 People*	\$796	\$68	\$1,024	\$87
Family**	\$947	\$81	\$1,219	\$103

Fun Pass Golf 2017	Executive Premium	Auto Checking	Full Family	Auto Checking
Adult	\$1,192	\$102		
2 People*	\$1,504	\$127		
Family **	\$1,744	\$147	\$1,837	\$155

*2 People is any two people in any age class living in the same household.

**Family is maximum number of 8 people living in the same household with up to two adults and children under the age of 24.

Ice Arena

The Ice Arena is open to the public for open skate daily from mid-October until mid-April. The schedule is M-F 3:30pm-5:00pm, Saturday 2:00pm-4:00pm and Sunday 6:00pm-8:30pm.

Ice Arena 2017	Hourly	Daily	Group
Ice Rental +100 Hours (Per Sheet of Ice)	\$60		
Ice Rental Per Hour (Per Sheet of Ice)	\$125		
Open Skate - Adult		\$5	\$4
Open Skate – Youth/Student*		\$3	\$3
Skate Rental		\$3	\$3

Ice Arena 2017	Season Pass Without Skates	Season Pass With Skates
Open Skate - Adult	\$50	\$80
Open Skate - Youth/Student*	\$30	\$60
Family Pass**	\$90	\$120

*Youth/Student is any individual between the ages of 5-18 years old and any individual between the ages of 19-24 with a valid school I.D.

** Family is maximum number of 8 people living in the same household with up to two adults and children under the age of 24.

Shelter/Facility Rental

Parks 2017	Hour *	Day	Deposit
Monroe/Trode Garden Gazebo/Band Shell	\$10	\$60	
Shelter	\$10	\$60	
Day Camp		\$120	\$100
Sportsmans Club		\$120	\$100
Camp Arroya		\$120	\$100
Patton Young Indoor Shelter		\$120	\$100
Hitchcock Indoor Shelter		\$120	\$100

*3 Hour minimum

Preschool

Palace City Preschool offers a half day Preschool for children 3 to 4 years of age.

3 years old: Tuesday & Thursday

Morning class 8:45 am – 11:00 am

Afternoon class 12:45 pm – 3:00 pm

4 years old: Monday – Wednesday - Friday

Morning class 8:45 am – 11:00 am

Afternoon class 12:45 pm – 3:00 pm

Preschool 2017	Fees
Tuesday/Thursday	\$58
Monday/Wednesday/Friday	\$70

Sports & Recreation

Athletics and Recreation Programs 2017	Program Fee
Babysitting	\$40
Basketball Boys 3rd & 4th Grade	\$35
Basketball Boys 5th & 6th Grade	\$35
Basketball Kernel Camp	\$5
Basketball Girls 3rd & 4th Grade	\$35
Basketball Girls 5th & 6th Grade	\$35
Basketball 1st & 2nd Grade	\$30
Baseball Midgets	\$40
T-Ball	\$32
Baseball National	\$60
Baseball Peewee	\$40
Dak Kids - Adventure Day Trips	\$30
Dak Kids - Fab Tour	\$35
Active Kids	\$25
Flag Football 3rd & 4th	\$35
Tackle Football 5th & 6th	\$45
Flag Football Adult Men	\$240
Softball Majors 2nd & 3rd	\$40
Softball Minors K & 1st	\$32
Softball Masters 4th, 5th & 6th	\$40
Swim Lessons Level 1-6	\$30
Swim Lessons Preschool	\$25
Swim Lessons Parent & Child	\$25
Soccer K-4th	\$40
Men's Wiffle Ball	\$150
Wrestling	\$40
Tennis Team	\$30
Tennis Camp	\$45
Tennis Lessons	\$30
Track & Field	\$40
Volleyball Girls 5th & 6th	\$40
Volleyball Girls 3rd & 4th	\$35
Volleyball Mixed	\$115

Recreation Center

Recreation Center fees include basketball courts, weight room, cardio room, locker room, racquetball courts, fitness on request, adult classes and free consultation with fitness coordinator and towel service. Adult supervision is required in the swimming pool for individuals 17 and younger. Hot tub and steam room is available for individuals 18 and older. 24 Hour access to the fitness area and gym is available for individuals 18 and older and included in the Annual Membership and Monthly Auto Checking program. Locker rental is available for an additional fee.

Recreation Center 2017	Day Fees	5 Day Pass	Membership*	Monthly Auto Checking
Youth/Student**	\$5	\$20	\$227	\$21
Adult	\$7	\$28	\$349	\$31
2 People***	\$14	\$56	\$436	\$38
Family****	\$14	\$56	\$524	\$45
Senior (55+)	\$6	\$24	\$262	\$23
Senior (2 People)≠	\$12	\$48	\$327	\$29

Recreation Center 2017	1 Month	3 Month/Student Semester	6 Month	Annual Corporate
Youth/Student**	\$24	\$69	\$125	
Adult	\$37	\$106	\$192	\$337
2 People**	\$46	\$132	\$240	\$421
Family***	\$55	\$158	\$288	\$506
Senior (55+)	\$28	\$79	\$144	
Senior (2 People)****	\$35	\$99	\$180	

Recreation Center 2017	Annual Locker Rental	12 Sessions	20 Punch Card Pass
Youth/Student	\$40		
Adult	\$40		
Couples	\$40		
Family	\$40		
Senior (60+)	\$40		
Senior Couples	\$40		
After School Program			\$25
Personal Trailing (Individual)		\$200	
Personal Trailing (2 People)		\$150	
Personal Trailing (3 People)		\$125	

*Membership is an annual pass to the recreation center and 24-hour fitness access for individuals 18 and older.

**Youth/Student is any individual between the ages of 5-18 years old and any individual between the ages of 19-24 with a valid school I.D.

***2 People is any two people in any age class living in the same household.

**** Family is maximum number of 8 people living in the same household with up to two adults and children under the age of 24.

≠Senior (Two People) is any two seniors living in the same household age 55 or older.

≠Afterschool Program is from 3:15pm until 5:30pm for 2nd grade and younger. This program is only available for Recreation Center Members.

Sports Complexes

Cadwell/Soccer Complex 2017	Team*	Game	Hour	Deposit	3 Hours	Bag
Adult Softball & Baseball	\$150	\$25				
Youth Softball & Baseball	\$150	\$25				
Lighting Softball/Soccer/Tennis			\$20			
Lighting Baseball			\$35			
Chalking Machine				\$20		
Keys				\$50		
Scoreboard				\$100		
Diamond Dry (Optional)						\$20
Maintenance Staff Assistance (Optional)		\$120				
Field Reservation**					\$30	

*Team fee is the season-long practice fee.

**Field reservations are accepted for public use and is available to guarantee field time. Reservations are not required but field time is only available to the public until the next reserved time-slot. This is a great option to guarantee field time.