

**Mitchell Parks, Recreation & Forestry Department  
Board Meeting Agenda  
Regular Board Meeting 4:00 P.M.  
Tuesday, July 17, 2018  
Mitchell Rec Center Conference Room, 1300 N Main St**

**1. DELEGATIONS**

- A. Darci Winthers - Safe Boating Campaign
- B. Dwight Scott - Trails

**2. ADDITIONS OR DELETIONS**

**3. Approval Of Last Meeting Minutes (May)**

Documents:

[PR MINUTES 5-10-18.PDF](#)

**4. Approval Of Bills**

Documents:

[QUARTERLY BILL REPORT.PDF](#)

**5. OLD BUSINESS**

- A. Doty Park Playground Review

Documents:

[DOTYPARKPOSTER2 \(002\).PDF](#)

**6. NEW BUSINESS**

- A. Department Reports

Documents:

[CURRENT BOARD REPORTS.PDF](#)

- B. Hockey, Figure Skating, Concession Agreements

Documents:

[2018 MHSA AGREEMENT DRAFT.PDF](#)  
[2018 MFSA AGREEMENT DRAFT.PDF](#)  
[CONCESSION STAND LEASE HOCKEY 2018.PDF](#)

- C. Review Field Observation Report From Business Plan Company

- D. Other

**7. ADJOURNMENT**

UNOFFICIAL MINUTES OF THE  
MITCHELL PARK, RECREATION & FORESTRY BOARD  
MAY 10, 2018

A regular meeting of the Mitchell Parks and Recreation Board was held on Thursday, May 10, 2018. The meeting was called to order by Melanie Mullenmeister, Vice President at 4:00 p.m., at the Mitchell Recreation Center Conference Room.

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

A delegation represented by Jared Hildebrandt Troop 75 Eagle Scout was present. Eagle Scout Hildebrandt presented a request to the Board to install a mountain bike skills park by the west end boat launch, would provide all materials, and would lead a younger group of scouts to build it. The Board reviewed the area of construction and questioned if Palace City Pedalers had been advised of the project and whom would maintain it. Hildebrandt stated Palace City Pedalers were aware and supported the project, however, maintain after construction had not been discussed. There being no further discussion Motion Jepsen, Second Seppala to approve the installation of the mountain bike skills park project as presented. Motion approved and carried.

A delegation from Mitchell Skating and Hockey Association represented by Don Everson was present. Mr. Everson informed the Board that back in the 90's there was a problem with weeds on Main Street and the Park & Rec Director came to MSHA with a proposal to pay them to do the spraying. They sprayed for Memorial Day, the Rodeo and Corn Palace Days, with approximately 14 volunteers and 95 hours for these three times and the sprayer had to be certified. They sprayed along Havens to Ohlman, Havens to 1<sup>st</sup>, Sanborn to 15<sup>th</sup> and Lawler to Sanborn on 7<sup>th</sup>. Mr. Everson stated the 2018 budget did not have the MSHA weed spraying allocation and they are looking to deduct \$6,690 from the 2018-year end MSHA payment. A brief discussion followed. Director Powell noted he is working on an agreement, which will include the areas to be sprayed and bring back to the Board in August. The Board took no action.

Director Powell presented to the Board a request from Brian of the Hungry Dog Restaurant to allow him to park his hotdog cart at the Public Beach on North Harmon Drive the weekend of May 12<sup>th</sup> due to there being a neighborhood garage sale. A brief discussion followed with the Board seeing no issue in doing so.

Director Powell requested to add Doty Park playground to the Agenda. Motion Kroger, Second Johnson to approve the Agenda with the addition of the Doty Park playground. Motion approved and carried.

Minutes of the April 12, 2018 regular meeting were reviewed. Motion Johnson, Second Jepsen to approve the April 12, 2108 Minutes as read. Motion approved and carried.

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

Director Powell reviewed the draft 2019 Capital equipment and projects request with the Board, noting that he changed the requested vehicles from 5 to 3 and removed the artificial turf. Board member Johnson questioned what happens to the vehicle being replaced, Director Powell noted all vehicles are surplus. Motion Kroger, Second Jepsen to approve the draft 2019 Capital equipment and projects request as presented. Motion approved and carried.

Kevin DeVries reviewed the Recreation Center Report. April was a busy month preparing for summer programs. Jamie held her lifeguard training and WSI course and is looking to hire about 10 more guards to get to 45 to cover both the indoor and outdoor pools if possible. We have been trying to update some small things in the Rec Center to help with the opening of the new pool. There are new tables for the upper lobby area for people to gather while their kids swim or for the seniors after class to visit and have a cup of coffee. There are new towels and towel racks/bins placed in the locker rooms and multi-purpose rooms for convenience of members. We are still working on our active shooter policy with the Mitchell PD. The last indoor aquatic center tour went well; we should have some solid dates on the grand opening by mid to late May. We have started working on the 2019 budget. Jamie and I met with the Aquatic Club on May 3<sup>rd</sup> to finish up the summer schedule for the indoor and outdoor pools.

Steve Roth reviewed the Parks and Forestry Report. Projects we are working on or have completed are: Turning on water to shelters, restrooms and irrigation systems; Turn water on at Veterans Park; Started working at the pool to get it ready for the season; Turned water on at the Campground and been cleaning up out there; Put out all the trash cans and bases; Fertilizing parks and areas downtown; DUWU "Give Back Day" was May 1<sup>st</sup> they picked up trash around the lake and other areas and also did some projects at Cadwell and Pepsi Soccer Fields; Put in some of the docks at the Lake and Campground; Repairing any sod damage from snow removal; Arbor week with all 3<sup>rd</sup> grade class was April 23 – 27<sup>th</sup> and planted a tree at John Paul II this year; Started to blade the roads and parking areas around the lake; Helped take out the ice in the North rink; Started mowing downtown and parks; Snow removal.

Dan Dobesh reviewed the Sports Complex Report. Projects being worked on:

*MAC*

- North rink removed
- Vent pipes fixed after snow damage
- South rink stays in until end of May

*Cadwell Complex*

- Half of complex sprayed for crabgrass prevention
- All fence lines sprayed for weed control
- All fields being mowed

- Sunshades/batter's eye put up
- All restrooms turned on
- All fields painted
- Cadwell/Drake fertilized
- Irrigation pumps turned on
- First tournament May 5<sup>th</sup>

*Pepsi Complex*

- All fields painted/began mowing
- Irrigation pumps turned on
- Mulch added to front entrance
- Fence lines sprayed
- Fields 4/5 fertilized

*Parks*

- Restrooms turned on
- Spray for weed prevention
- Tree trimming in Dry Run
- Mowing all parks
- Nail drag/prepare baseball fields
- Irrigation turned on at Patton Young

Director Powell reviewed the monthly Department Report.

***Major Incidents and Significant Events:***

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***Important Meetings and Training Attended:***

- Reviewing Biweekly construction meetings
- FYRA meetings
- Lake Committee Meetings
- Parks Board Meeting
- City Council Meetings
- MACPD meeting
- Business plan discussions with Councilman Hunsaker
- Weekly and Monthly staff meetings
- Weekly Department Head management meetings
- Pool construction walk through – Tour May 31<sup>st</sup> at 5:30 p.m.
- Reviewed Trail proposal and sites visit with Palace City Pedalers
- Website, Agenda & GIS Center Training
- Meetings with Mayoral Candidates
- Burr Street median landscape discussion
- MIDCO event discussion
- Arbor Day Proclamation with Mayor Toomey

***Project Outcomes:***

- FYRA proposal to City Council complete and approved
- Doty Playground Grants denied
- Rec Center Characters complete

- Capital Budget reviewed with Parks Board

***Current Projects:***

- Lake development plan – Phase 2 - June 18<sup>th</sup> FYRA presents costs to Council
  - FYRA Engineering – Watershed Advisory Council – Technical Advisory Team
- Recreation Center Business Plan
- Indoor Aquatic Center Opening Preparations
- Doty Park Design
- Recreation Center Sponsorship
- Ice Arena Roof
- Revitalize the trail committee

***Upcoming Special Events and Meetings:***

- Parks Board meeting
- Lake Committee meeting
- Reviewing MSH Construction meeting report
- MACPD meeting
- City Council Meetings
- Review Capital Projects with Board
- Veterans Park Dedication
- James River Water District meeting
- FYRA presentation with Lake Committee

***Change in Park/Facility Status:***

- Water is on at Campground & Shelters

Director Powell requested approval of the Lifeguard Policy for new indoor pool, noting that lifeguards will be on duty during open swim at night, all other times will be swim at own risk. Motion Johnson, Second Seppala to approve the Lifeguard Policy for the new indoor pool as presented. Motion approved and carried.

The Board reviewed the new indoor pool schedule, it was noted the MAC is scheduled from 7:30 – 10:00 a.m.

Director Powell presented to the Board the design for the new playground equipment for Doty Park.

There being no further business the Board adjourned at 5:01 p.m., noting Thursday, June 14, 2018 at 4:00 p.m., at the Recreation Center Conference Room as the date of the next regular meeting of the Mitchell Park, Recreation and Forestry Board.

## 2018 Quarterly Bill Report

	<u>Budget Amt</u>	<u>May.2018</u>	<u>June.2018</u>	<u>July.2018</u>	<u>2018 Remaining</u>	<u>July.2017</u>
<b><u>Recreation/Aquatics</u></b>						
Professional Fees	\$ 1,525.00	\$ 828.00	\$ 108.00	\$ 471.00	\$ (532.00)	\$75.00
Publishing	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,795.00	\$0.00
Publishing Aquat	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$0.00
Repair/Maint	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 500.00	\$0.00
Repair/Maint Aqu	\$ 13,000.00	\$ -	\$ 1,509.04	\$ -	\$ 11,490.96	\$730.84
Supply/Materials	\$ 11,000.00	\$ 419.06	\$ 3,251.74	\$ 1,616.68	\$ 5,309.65	\$3,849.80
Supply/Material Aqu	\$ 7,350.00	\$ 116.01	\$ 1,906.68	\$ 170.45	\$ 5,008.56	\$277.50
Concession Supply	\$ 23,000.00	\$ -	\$ 10,477.37	\$ 5,787.41	\$ 6,735.22	\$6,869.19
Pool Chemical	\$ 32,800.00	\$ -	\$ 9,375.95	\$ -	\$ 23,424.05	\$7,604.35
Uniforms	\$ 500.00	\$ 112.98	\$ -	\$ -	\$ 229.86	\$0.00
Computer Software	\$ 2,750.00	\$ -	\$ 2,737.91	\$ -	\$ (137.91)	\$0.00
Comp Software Aqu	\$ 2,750.00	\$ -	\$ 2,737.90	\$ -	\$ (87.90)	\$0.00
Travel/Conf/Dues	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$0.00
Travel/Conf/Dues Aqu	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$0.00
Utilities	\$ 690.00	\$ -	\$ -	\$ -	\$ 680.70	\$92.00
Utilities Aquatic	\$ 40,000.00	\$ 340.76	\$ 7,437.73	\$ -	\$ 31,002.90	\$1,517.58
Refund of Fees	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$0.00
<b><u>Rec. Center</u></b>						
Publishing	\$ 62,000.00	\$ 1,011.96	\$ 6,939.04	\$ 936.24	\$ 47,316.73	\$0.00
Repair/Maint	\$ 24,150.00	\$ 104.86	\$ 1,896.58	\$ 3,789.84	\$ 9,069.63	\$447.58
Supply/Materials	\$ 27,270.00	\$ 2,139.17	\$ 2,809.39	\$ 3,471.29	\$ 6,131.17	\$1,005.76
Concession Supply	\$ 9,000.00	\$ 1,640.18	\$ 533.56	\$ 584.12	\$ 3,822.37	\$45.88
Chemical	\$ 18,224.00	\$ -	\$ 396.57	\$ 418.06	\$ 15,029.77	\$0.00
Uniforms	\$ 1,000.00	\$ 39.00	\$ -	\$ -	\$ 562.80	\$163.96
Travel/Conf/Dues	\$ 800.00	\$ -	\$ -	\$ -	\$ 281.00	\$0.00
Utilities	\$ 136,795.00	\$ 7,176.23	\$ 7,829.42	\$ 5,154.86	\$ 100,792.01	\$5,653.63
Software	\$ 5,150.00	\$ 398.00	\$ 3,237.91	\$ -	\$ 966.09	\$0.00
Refunds	\$ 250.00	\$ -	\$ -	\$ -	\$ 47.00	\$0.00
Capital Improv.	\$ 127,000.00	\$ -	\$ 15,064.80	\$ -	\$ 111,935.20	\$1,897.75
Capital Equipment	\$ 86,311.00	\$ 3,304.85	\$ 6,868.09	\$ 11,433.00	\$ 13,852.50	\$0.00
<b><u>Sports Complexes</u></b>						
Repair/Maint	\$ 32,500.00	\$ 744.94	\$ 1,525.80	\$ 13,238.15	\$ 8,272.59	\$3,041.20
Supply/Materials	\$ 51,300.00	\$ 7,300.60	\$ 6,412.91	\$ 4,009.38	\$ 17,564.14	\$4,502.68
Chemical	\$ 16,000.00	\$ -	\$ 5,896.00	\$ 4,097.25	\$ 5,856.63	\$0.00
Small Equipment	\$ 1,300.00	\$ -	\$ -	\$ 323.96	\$ 346.49	\$0.00
Gas/Fuel	\$ 14,000.00	\$ -	\$ -	\$ -	\$ 13,358.02	\$361.79
Uniforms	\$ 1,500.00	\$ -	\$ -	\$ 34.99	\$ 807.98	\$109.99
Travel/Conf/Dues	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,450.00	\$75.00
Utilities	\$ 115,000.00	\$ 10,854.47	\$ 13,121.79	\$ 9,595.83	\$ 42,929.96	\$4,037.37
Capital Improv.	\$ 19,296.00	\$ -	\$ -	\$ 16,887.28	\$ 2,408.72	\$0.00
Capital Equipment	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$0.00

	<u>Budget Amt</u>	<u>May.2018</u>	<u>June.2018</u>	<u>July.2018</u>	<u>2018 Remaining</u>	<u>July.2017</u>
<b><u>Parks/Blvds</u></b>						
Publishing	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$0.00
Repair/Maint	\$ 39,000.00	\$ 1,207.95	\$ 1,732.38	\$ 3,589.99	\$ 25,715.83	\$3,511.72
Supply/Materials	\$ 69,000.00	\$ 2,500.32	\$ 5,672.58	\$ 4,944.08	\$ 48,439.00	\$5,952.75
Chemicals	\$ 7,000.00	\$ 1,680.00	\$ 307.59	\$ 700.08	\$ 4,312.33	\$3,818.94
Trees	\$ 5,000.00	\$ 643.13	\$ 127.32	\$ 200.00	\$ 4,029.55	\$0.00
Gas/Fuel	\$ 29,000.00	\$ 1,474.26	\$ 1,720.34	\$ 4,554.65	\$ 15,475.47	\$1,743.92
Uniforms	\$ 1,850.00	\$ -	\$ 578.44	\$ -	\$ 1,045.63	\$0.00
Small Equipment	\$ 2,000.00	\$ 1,969.68	\$ -	\$ -	\$ (574.63)	\$0.00
Travel/Conf/Dues	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 1,933.00	\$60.00
Utilities	\$ 52,000.00	\$ 1,252.86	\$ 2,126.03	\$ 2,755.79	\$ 42,782.85	\$1,270.03
Mosquito Program	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 16,917.29	\$1,824.02
Capital Bldg	\$ 62,227.00	\$ -	\$ -	\$ -	\$ 62,227.00	\$0.00
Capital Improv.	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$0.00
Lake Mitchell Dev	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 6,498.77	\$0.00
Capital Equip.	\$ 66,000.00	\$ 3,527.50	\$ -	\$ 6,454.00	\$ 56,018.50	\$2,247.40
<b><u>Supervision</u></b>						
Insurance	\$ 70,000.00	\$ -	\$ -	\$ -	\$ 5,141.73	\$0.00
Professional Service	\$ 11,946.00	\$ 2,036.37	\$ 2,350.00	\$ -	\$ 2,511.63	\$0.00
Publishing	\$ 3,000.00	\$ -	\$ 175.00	\$ -	\$ 2,825.00	\$0.00
Repair/Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$49.17
Supply/Materials	\$ 1,800.00	\$ 15.62	\$ 122.47	\$ 31.28	\$ 1,404.72	\$137.68
Uniforms	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$0.00
Travel/Conf/Dues	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 1,991.00	\$15.00
Utilities	\$ 230.00	\$ -	\$ -	\$ -	\$ 223.12	\$54.12
<b><u>Campground</u></b>						
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
Professional Service	\$ 1,870.00	\$ -	\$ 109.80	\$ -	\$ 189.83	\$0.00
Advertise/Promo	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$0.00
Repair/Maint	\$ 16,000.00	\$ 31.70	\$ 2,629.63	\$ 1,173.78	\$ 12,107.94	\$0.00
Supplies	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$0.00
Cost of Goods Sold	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$0.00
Minor Equipment	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$0.00
Utilities	\$ 16,000.00	\$ 349.83	\$ 1,097.04	\$ 2,654.08	\$ 10,553.77	\$13.41
Tourism Tax	\$ 1,298.00	\$ -	\$ -	\$ -	\$ 1,285.49	\$157.55

201-45110 P&A/Pool  
201-45140 Rec Center  
201-45160 Sports Complexes  
201-45210 Parks/Blvds  
201-45220 Supervision

## 2016 Year End Bill Report

	<u>Budget Amt</u>	<u>Oct.2016</u>	<u>Nov.2016</u>	<u>Dec.2016</u>	<u>2016 Unspent</u>	<u>Dec.2015</u>
<b><u>Recreation/Aquatics</u></b>						
Professional Fees	\$1,750.00	\$0.00	\$0.00	\$171.00	\$980.00	\$0.00
Publishing	\$3,500.00	\$0.00	\$0.00	\$0.00	\$2,282.48	\$605.29
Publishing Aquat	\$500.00	\$0.00	\$0.00	\$0.00	\$175.00	\$0.00
Repair/Maint	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$4,477.00
Repair/Maint Aqu	\$16,000.00	\$1,015.78	\$0.00	\$0.00	\$3,203.20	\$0.00
Supply/Materials	\$24,000.00	\$437.43	\$826.65	\$673.07	\$9,524.61	\$6,685.48
Concession Supply	\$31,000.00	\$0.00	\$316.20	\$0.00	\$11,396.87	\$0.00
Pool Chemical	\$33,000.00	\$0.00	\$0.00	\$0.00	\$4,427.41	\$0.00
Uniforms	\$500.00	\$0.00	\$0.00	\$0.00	\$37.62	\$169.99
Computer Software	\$5,000.00	\$0.00	\$0.00	\$0.00	-\$240.00	\$0.00
Travel/Conf/Dues	\$1,350.00	\$0.00	\$201.98	\$0.00	\$948.02	\$0.00
Utilities	\$700.00	\$0.00	\$0.00	\$0.00	\$595.79	\$17,618.22
Utilities Aquatic	\$45,000.00	\$1,990.64	\$511.93	\$1,050.47	\$7,075.36	\$0.00
Refund of Fees	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$30.00
<b><u>Rec. Center</u></b>						
Publishing	\$3,000.00	\$313.32	\$367.20	\$686.54	-\$249.06	\$912.39
Repair/Maint	\$15,500.00	\$1,738.52	\$1,501.41	\$31,860.84	-\$26,939.66	\$2,871.19
Supply/Materials	\$30,750.00	\$2,558.06	\$2,160.76	\$6,898.45	\$338.43	\$5,890.35
Concession Supply	\$10,000.00	\$100.95	\$155.37	\$1,392.23	\$3,613.10	\$913.09
Chemical	\$9,000.00	\$0.00	\$644.06	\$721.95	\$4,648.45	\$572.61
Uniforms	\$1,000.00	\$49.99	\$0.00	\$476.93	\$150.60	\$132.00
Travel/Conf/Dues	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00
Utilities	\$67,000.00	\$7,183.21	\$5,480.54	\$14,569.99	-\$2,401.94	\$16,210.09
Software	\$7,300.00	\$199.00	\$199.00	\$199.00	\$3,884.00	\$0.00
Refunds	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	\$198.00
Capital Bldg	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Equip	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,966.00
<b><u>Sports Complexes</u></b>						
Repair/Maint	\$32,500.00	\$1,734.33	\$8,797.93	\$17,103.47	-\$16,967.73	\$15,490.44
Supply/Materials	\$64,800.00	\$9,828.15	\$5,050.76	\$18,992.55	\$10,209.94	\$4,555.79
Chemical	\$22,000.00	\$732.00	\$0.00	\$0.00	\$11,050.77	\$517.92
Small Equipment	\$7,000.00	\$0.00	\$0.00	\$0.00	\$4,767.00	\$0.00
Gas/Fuel	\$22,000.00	\$748.83	\$1,065.57	\$1,467.18	\$11,387.20	\$1,804.91
Uniforms	\$1,500.00	\$0.00	\$69.99	\$622.62	\$545.02	\$559.85
Travel/Conf/Dues	\$2,400.00	\$0.00	\$0.00	\$0.00	\$640.29	\$0.00
Utilities	\$116,000.00	\$7,543.04	\$10,743.08	\$22,675.61	\$67.50	\$23,400.31
Capital Improv	\$400,000.00	\$6,179.20	\$0.00	\$5,000.00	\$143,096.97	\$13,221.82
Capital Equipment	\$38,000.00	\$26,510.74	\$0.00	\$5,785.00	\$5,704.26	\$0.00



	<u>Budget Amt</u>	<u>Oct.2016</u>	<u>Nov.2016</u>	<u>Dec.2016</u>	<u>2016 Unspent</u>	<u>Dec.2015</u>
<b><i>Parks/Blvds</i></b>						
Publishing	\$700.00	\$143.40	\$0.00	\$0.00	\$19.80	\$0.00
Repair/Maint	\$35,000.00	\$4,495.03	\$1,061.72	\$11,017.02	\$2,981.49	\$1,791.32
Supply/Materials	\$80,500.00	\$2,846.52	\$4,349.39	\$29,944.53	\$3,466.64	\$24,554.57
Chemicals	\$7,000.00	\$750.00	\$0.00	\$0.00	\$3,168.36	\$0.00
Trees	\$10,000.00	\$3,467.61	\$0.00	\$275.18	\$4,882.06	\$0.00
Gas/Fuel	\$43,000.00	\$3,226.19	\$990.67	\$2,000.40	\$23,506.56	\$36,771.01
Uniforms	\$1,850.00	\$38.46	\$182.96	\$127.84	\$39.53	\$546.69
Small Equipment	\$3,000.00	\$0.00	\$0.00	\$406.99	\$16.64	\$0.00
Travel/Conf/Dues	\$3,000.00	\$0.00	\$0.00	\$68.00	-\$38.13	\$35.00
Utilities	\$25,000.00	\$32,178.71	\$1,207.07	\$6,151.45	-\$28,213.05	\$31,684.95
Mosquito Program	\$20,000.00	\$7,332.40	\$0.00	\$0.00	\$637.58	\$0.00
Capital Equipment	\$23,000.00	\$0.00	\$0.00	\$0.00	-\$30.00	\$0.00
Capital Improv	\$295,000.00	\$48,134.08	\$0.00	\$0.00	\$214,389.86	\$0.00

<b><i>Supervision</i></b>						
Insurance	\$72,000.00	\$0.00	\$0.00	\$0.00	\$16,496.50	\$0.00
Professional Service	\$25,000.00	\$0.00	\$10,129.66	\$6,900.00	\$7,970.34	\$0.00
Publishing	\$1,000.00	\$256.10	\$392.60	\$0.00	-\$3,088.28	\$2,682.98
Repair/Maint	\$800.00	\$117.02	\$58.51	\$58.51	-\$230.88	\$108.20
Supply/Materials	\$3,500.00	\$1,018.08	\$134.99	\$226.38	-\$4,365.12	\$706.30
Uniforms	\$500.00	\$50.59	\$0.00	\$0.00	\$196.46	\$0.00
Travel/Conf/Dues	\$1,100.00	\$0.00	\$0.00	\$0.00	-\$1,432.00	\$0.00
Utilities	\$600.00	\$0.00	\$0.00	\$0.00	\$597.26	\$45.19
Software	\$0.00	\$0.00	\$0.00	\$0.00	-\$479.25	\$0.00



Reverse View



Doty Park  
Mitchell, SD



Recreation Board Report  
May 10<sup>th</sup> – July 17<sup>th</sup> 2018  
Kevin DeVries

May and June have been a very busy and hectic month. Todd and Jamie have been planning and meeting with all the different summer staff to get things ready for programs and the outdoor aquatic center. All the staff have been hired and trained and we're ready for another great summer.

We had a water service line break at the Rec Center on May 16<sup>th</sup> at 8:00 pm. It originated in the multi-purpose room and the water spread fast from there. It flooded that room along with the back lobby area, hallways, conference room, bathrooms, parts of Todd, Jamie and Nathans office. It was quite the mess but have managed to get things back together as best as we can. We have been working with our Ins adjuster on getting carpets replaced and walls patched up. We will have to replace the tile in the multi-purpose room but need to have an engineer come and figure out if there are any underlying issues before we do so.

The Rec Center has stayed busy even with the nice weather which is great to see. It's been crazy with all of the construction finishing up. We had several training meetings on the Indoor Aquatic Center from the electrical, lighting, slides, mechanical room etc.. There is definitely a lot to learn and process. We opened on June 25<sup>th</sup>. As expected there are always kinks that need to be worked out and we will be going through that process over the next few months I'm sure. For the most part the opening went very well and the indoor aquatic center has been very well received.

We held the grand opening for the indoor aquatic center on July 3<sup>rd</sup>. It was very well attended and things went great.

We are preparing now for the new lockers in the adult locker rooms. We will have to take them apart and haul away. Dan and Steve will spare some man power to help us with that. It should take the company 3 days to install the new ones. We are planning for August 13<sup>th</sup>.

Most of the summer programs are either close to wrapping up or in their 2<sup>nd</sup> session by now. The weather played a factor in some cancellations in June but we were able to make up some dates. We are in the process of putting together our fall/winter brochure now.

The campground hosts arrived the 2<sup>nd</sup> week of May and have been busy ever since. Both sets of hosts came back again this year which we are very great full for. Steve, Alex and the rest of the crew worked very hard to get things going on short notice since we had the late snow storm that pushed a lot of work back.

I also want to thank Steve and his crew for getting the outdoor aquatic center ready and Dan and his crew for getting fields ready for our summer programs.

We finished up the budgets for the Recreation Center, Recreation programs and Outdoor Aquatic Center. Now we will have to see what adjustments we need to make. Hopefully not too many.

Jamie and I met with the aquatic club to get a summer schedule and billing plan. So far we are ok.

# Park & Forestry Board Report May & June 2018

## May

- Finished trimming the old landfill road
- Typical start up and repairs at the outdoor pool before opening
- Turned water on to all the park shelters, restrooms, and irrigation systems and Campground
- Fertilized Hitchcock, Pioneer Parks, and areas downtown Veterans Park, 5<sup>th</sup> & Main, Plaza, and Rotary Park.
- Help take ice out of North Rink
- Made new host site at the Campground where the old trailer house was located
- Planted Flowers in the flower pots in front of the Chambers and Plaza
- Put the boat docks in the lake
- Put out the buoys at the beaches
- Got the Veterans Park ready for the dedication

## June

- Planted the flowers in the flower garden and other parks
- Work on Irrigation systems
- Installed 2 fish cities in Lake Mitchell
- Added woodchips to playgrounds
- Spray weeds
- Removed stumps at Campground and areas around lake, and Hitchcock Park
- Tennis Classic was in June
- Got the outdoor pool ready to host a swim meet
- Dig thistles in Dry Run Park and areas around the Lake
- Sprayed Canadian thistles and Leafy Surge in different areas around the lake
- Mowed and trimmed all the Parks and areas around the lake to get ready for the 4<sup>th</sup> of July
- Redoing the landscape bed in front of the old tennis courts
- Replaced part of the sidewalk at the Sportsman's Club that we removed last winter to fix the water leak we had
- Added sand to the beaches before the 4<sup>th</sup> of July

## **Sports Complex Board Report:**

**June/July 2018**

### **MAC:**

- South Rink Removed

### **Cadwell Complex:**

- Working on irrigation throughout complex
- All fields fertilized
- All fence lines sprayed for weeds
- Most areas sprayed with 2,4-D
- Park and Rec ball started

### **Pepsi Complex:**

- Working on irrigation throughout complex
- All fields fertilized
- Most areas sprayed with 2,4-D
- 

### **Parks:**

- Most areas of parks sprayed
- Baseball infields sprayed for weeds
- Tree trimming
- New signs ordered for Dry Run disc golf course
- In process of building new Gainer park sign

**Department Report**  
**Monthly Report**  
**May 2018**

**Major Incidents and Significant Events**

- Service water line break in Recreation Center

**Important Meetings and Training Attended**

- Reviewing Biweekly construction meetings
- FYRA meetings
- Lake Committee Meetings
- Parks Board Meeting
- City Council Meetings
- MACPD meeting
- Business plan discussions with Councilman Hunsaker
- Weekly and Monthly staff meetings
- Weekly Department Head management meetings
- Pool construction walk through
- Reviewed Trail proposal and site visits with Palace City Pedalers
- Attended the uptown park grand opening with GBR 5<sup>th</sup> grade class
- Contractor discussion for Lake Mitchell Project with FYRA
- Met with Disc Golf Club regarding improvements needed and event schedule
- Attended the Veterans Park dedication
- Interviewed potential parks board members
- Met with Hockey association regarding upcoming contract
- Grand Opening preparation meetings conducted for new indoor pool

**Project Outcomes**

- Doty park playground design reviewed by parks board
- Veterans Park Dedication complete
- Capital projects approved by parks board
- FYRA presentation to Lake Committee
- Tree fund donation from Dakota Credit Union
- Watershed tour with Lake Committee

**Current Projects**

- Lake development plan – Phase 2 presentation to City Council April 2nd
  - FYRA Engineering - Watershed Advisory Council - Technical Advisory Team
  - FYRA phase 2 presentation to city council
- Recreation Center Business Plan
- Indoor Aquatic Center Opening Preparations
- Doty Playground Design
- Recreation Center Sponsorship
- Ice Arena Roof
- Revitalize the trail committee
- Budgets
- Pepsi Sign Install
- Mosquito Grant

**Upcoming Special Events and Meetings**

- Parks Board meeting
- Lake Committee meeting

- Reviewing MSH Construction meeting report
- MACPD meeting
- City Council Meetings
- FYRA presentation with Lake Committee
- Monthly SEAC meetings
- Pool opening preparation meetings
- Meeting with our new Mayor

**Change in Park/Facility Status**

- Outdoor pool is open

## June 2018

### **Major Incidents and Significant Events**

- Closed Indoor Pool for Lightning for 30 minutes

### **Important Meetings and Training Attended**

- Reviewing Biweekly construction meetings
- FYRA meetings
- Lake Committee Meetings
- Parks Board Meeting
- City Council Meetings
- MACPD meeting
- Business plan discussions with Councilman Hunsaker
- Weekly and Monthly staff meetings
- Weekly Department Head management meetings
- Pool construction walk through
- Reviewed Trail proposal and site visits with Palace City Pedalers
- Met with Disc Golf Club regarding improvements needed and event schedule
- Met with figure skating regarding upcoming contract
- Grand Opening preparation meetings conducted for new indoor pool
- Met with Confluence regarding potential lake master plan and economic impact study
- MACPD Supper

### **Project Outcomes**

- FYRA presentation to City Council
- Installed the Pepsi Sign
- Mosquito Grant Approved \$15,000 for new (used) truck
- First Meetings with Mayor Elect Bob Everson
- Fish City Install with Lake Committee
- Budget Work Session with City Council
- Met with New Parks Board Member
- 2019 Budgets submitted

### **Current Projects**

- Lake development plan – Phase 2 presentation to City Council April 2nd
  - FYRA Engineering - Watershed Advisory Council - Technical Advisory Team
- Recreation Center Business Plan
- Indoor Aquatic Center Opening Preparations
- Doty Playground Design
- Recreation Center Sponsorship
- Ice Arena Roof
- Revitalize the trail committee
- Budgets
- MSHA and MFSA 2018 agreements
- Emerald Ash Borer Strategic Plan

### **Upcoming Special Events and Meetings**

- Parks Board meeting
- Lake Committee meeting
- Reviewing MSH Construction meeting report
- MACPD meeting
- Mid-Year Review with Staff
- City Council Meetings
- Monthly SEAC meetings



- Pool opening preparation meetings
- Indoor pool grand opening

**Change in Park/Facility Status**

**FACILITY USE AGREEMENT  
CITY OF MITCHELL  
MITCHELL SKATING AND HOCKEY ASSOCIATION**

This agreement (“Agreement”) entered into this \_\_\_\_\_ day of September, 2018 between the City of Mitchell a municipal corporation, by and through its Park and Recreation Board, (the “City”) and the Mitchell Skating and Hockey Association, a non-profit corporation (“MSHA”), as follows:

**WITNESSETH**

1. Subject to the terms, provisions and mutual obligations of the parties as provided in this agreement, the City shall allow the MSHA the use of the Mitchell Activity Center indoor ice area (the “Facility”), including access to the ice arena, lobby, locker rooms, restrooms, concession area and all pertinent property for parking purposes for the skating and youth hockey program purposes of the MSHA for the duration of the 2018-2019 MSHA Seasonal Use Period (“MSHA Seasonal Use Period” being defined as the hockey season term commencing October 1, 2018 through May 31, 2019; times outside of the said MSHA Seasonal Use Period are defined as the “Off Season”). This agreement is renewable annually upon mutual agreement by both parties. This Agreement shall automatically renew on a year to year basis unless a party hereto intending to terminate this agreement gives notice to the other party on or before thirty (30) days prior to the commencement of the next MSHA Seasonal Use Period that it does not intend to renew the agreement. Each such renewal shall be upon the same terms and conditions as set forth in this agreement or as the same shall be amended from time to time.
2. MSHA agrees to pay to the Lessor as rent for use of the Facility the sum of seventy thousand dollars (\$70,000).
  - a. As part of this agreement, MSHA may spray weeds in areas designated by the Mitchell Parks Division. If MSHA chooses to undertake weed spraying, it does so as an independent contractor. MSHA will provide their own chemicals, conduct relevant training, and maintain all weed spraying certifications as required by State Law. After the weed spraying season has ended, MSHA may request a credit against their account balance of up to \$6,690.00 per seasonal use period. The City may reduce the credit amount proportionately based on the quality of MSHA’s weed spraying efforts.

3. The City shall retain the final management and control authority in respect to the Facility. MSHA shall have no management or control authority in respect to the Facility except as permitted by the City.
4. The City shall provide and/or perform the following functions within the Facility:
  - a. Oversee and coordinate the scheduling of the Facility and maintain a master schedule regarding the use of the Facility.
  - b. Provide supplemental manpower as required for the daily maintenance and upkeep for the ice surface and other necessary maintenance duties in the building during the MSHA Seasonal Use Period.
  - c. Provide on an annual basis, preventative maintenance on compressors, electrical, natural gas, water, heating units and other equipment, by trained & licensed HVAC and Electrical Service Professionals to ensure the compressors and utilities are in working order.
  - d. Skate sharpening services conducted by MSHA staff, on equipment provided by MSHA, shall be the sole responsibility of the MSHA. Any sharpening fees generated by MSHA staff will be retained by the MSHA. All sharpening fees generated by city employees will be retained by the City of Mitchell.
5. The MSHA shall, on an annual basis, prior to or on December 31 of each year, reimburse the City for, or pay as the case may be, the following:
  - a. All non-insured expense incurred in respect to the repair of any property damage to the Facility which may occur during an MSHA Seasonal Use Period and which is attributable to MSHA use of the Facility; including such repair expenses of the hockey rink, bleachers, scoreboards and any other items or equipment associated with operation of the MSHA Programs.
  - b. The City shall be responsible for structural or equipment repair and maintenance for the Facility. If there are repairs and or maintenance required that are not due to normal wear due to Facility use and are agreed upon by the City and MSHA, the City and MSHA will negotiate a shared cost for such agreed upon repairs.

6. The MSHA shall be entitled to schedule up to One Thousand, One Hundred and Forty Two (1,142) scheduled hours of ice time during the MSHA Seasonal Use Period. Ice time shall be scheduled at the discretion of the Parks and Recreation Department staff. Times to be scheduled shall be determined and finalized no later than November 1 of each year.
7. Notwithstanding the expected Seasonal Use Period dates or the expected total allowance of ice time, the City reserves the right to close down and remove the ice sheet/s if internal or external climate conditions would make such an action advisable for maintaining the condition of the Facility. Such a closure shall not be a material breach of this Agreement.
8. The City shall procure and keep in force the following insurances:
  - a. Comprehensive general liability insurance, including products, bodily injury and property damage with combined single limits of \$1,000,000 for each occurrence.
  - b. Fire, Vandalism, Malicious Mischief and extended coverage insurance covering the building.
9. During the term of each MSHA Seasonal Use Period, or any time the MSHA shall be operating within the Facility, MSHA shall have in force the following insurances:
  - a. Comprehensive general liability insurance, including products, bodily injury and property damage with combined single limits of \$1,000,000 for each occurrence. Insurance policies required by this paragraph shall name MSHA as insured and the City of Mitchell as an additional insured.
  - b. A copy of additional insured endorsements required hereunder shall be delivered to the City prior to commencement of an MSHA Seasonal Use Period or other MSHA occupation of the Facility. Such policies or certifications shall provide that the insurance coverage may not be cancelled or materially changed unless thirty (30) days advance notice is given to the City.
  - c. The MSHA shall be responsible for insuring any equipment that is used by the MSHA that is stored in the building that is not permanently affixed or is not a part of the building. MSHA agrees to indemnify and hold harmless the City from any and all liability arising from the use of

the Facility for programs carried on by the MSHA. The MSHA agreement to indemnify and hold harmless does not include any recreational skating program that the City would sponsor and supervise, or which may be operated within the Facility by any person or entity other than the MSHA.

- d. The parties shall reassess insurance needs at least once per contract year to determine whether or not the coverage required by this agreement is adequate.
10. For activities within the Facility sponsored solely by the MSHA, all revenue generated in connection with the activity shall be retained by the MSHA.
  11. Revenue generated by the City for the letting of the Facility to persons or parties other than MSHA at any time while this agreement is in effect shall be retained by the City. MSHA shall have no authority to rent the Facility to other parties.
  12. Revenues generated by MSHA as a result of selling advertising panels which are affixed to the Facility building shall be retained by the MSHA. The placement and size of advertising panels within the Facility building must be approved by the City prior to sale and placement. Cost of panel sales will be addressed in an advertisement plan approved by the City.
    - a. Per previous agreement with the Park and Recreation Board, MSHA shall have no advertisement regarding specific alcoholic beverages or tobacco products, via signage sponsorship or in ice advertising.
  13. The MSHA agrees to use the Facility in a responsible manner for the purpose of conducting youth and recreational skating programs in cooperation with the City, and shall not allow the Facility to be misused. Upon the termination of each MSHA Seasonal Use Period, MSHA shall abandon its use of the Facility with the Facility in a condition as good as existed at the beginning of each MSHA Seasonal Use Period, with normal wear and tear accepted. During the Off Season MSHA may, as the parties shall agree to be appropriate, store within the Facility, its rink boards, plexiglass, matting, ice maintenance equipment, and other items and equipment owned by MSHA and associated with the operation of the Facility as an indoor ice arena or otherwise associated with MSHA programs.

14. Nothing in this Agreement shall limit MSHA from cooperating with the City in caring for, maintaining, supervising, and/or constructing improvements, in the furtherance of this Agreement. MSHA shall make no alteration, addition, or improvement to the Facility without the advance consent and approval of the City.
- a. It is anticipated that MSHA will construct multiple permanent improvements on the premises. The parties acknowledge that any permanent improvements to be placed on the premises shall have prior approval from the City and shall meet all applicable City codes and ordinances, including any planning and development requirements of City for such improvements. MSHA will be responsible for obtaining all necessary permits and approvals and for providing any required paper work, fees and/or exhibits required to obtain the permits or approvals or to otherwise complete the planning and development review process. Any construction of buildings or any other improvements at or on the premises shall be in conformity with the regulatory codes of the City and subject to the written approval of the Parks and Recreation Director or his designee prior to issuance of building permits for construction.

All improvements to the premises, upon completion of construction, shall be deemed to be property of the City.

15. The MSHA shall not allow any lien to be placed against said building for any unpaid labor or materials and agrees to indemnify the City for any amounts of said liens and to hold the City harmless from any improvements that are made pursuant to this Agreement by MSHA.
16. The City and MSHA shall make good faith efforts to accommodate the needs of each respective entity in order to maximize the overall use of the Facility. The Mitchell Parks and Recreation Director and President of the MSHA shall each designate a person to coordinate use of the facility.
17. This Agreement may be amended or supplemented from time to time by action of both the City Park and Recreation Board and the MSHA.
18. The MSHA shall have no right to assign any of the rights or benefits under this Agreement without prior written consent of the City.

19. The Sports Complex Supervisor shall establish and maintain a master schedule for the facilities and MSHA agrees to engage in useful communication with the City and other User Groups to coordinate schedules through the Sports Complex Supervisor.

- a. Hockey tournaments on weekends shall have first priority to the use of the Facility to the extent required to accommodate such event. Use of the Facility during hockey tournaments by other groups may be allowed to the extent it does not conflict with tournament activities. If other activities are displaced due to a hockey tournament, the City shall use reasonable efforts to accommodate such other activities at times that do not conflict with the hockey tournament and MSHA shall fully cooperate with such accommodation.

20. MSHA shall indemnify and hold the City, its officials, employees, and agents, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Approved and adopted by the Park & Recreation Board of the City of Mitchell, South Dakota, this \_\_\_\_\_ day of September, 2018.

CITY OF MITCHELL, SOUTH DAKOTA  
PARK AND RECREATION BOARD

By: \_\_\_\_\_  
Title: Mitchell Park & Recreation Director

Approved and adopted by the Mitchell Skating and Hockey Association, this \_\_\_\_\_ day of September, 2016.

MITCHELL SKATING AND HOCKEY  
ASSOCIATION

By: \_\_\_\_\_  
Title: President



**FACILITY USE AGREEMENT  
CITY OF MITCHELL  
MITCHELL FIGURE SKATING ACADEMY**

This agreement (“Agreement”) entered into this \_\_\_\_\_ day of September, 2018 between the City of Mitchell a municipal corporation, by and through its Park and Recreation Board, (the “City”) and the Mitchell Figure Skating Academy, a non-profit corporation (“MFSA”), as follows:

**WITNESSETH**

1. Subject to the terms, provisions and mutual obligations of the parties as provided in this agreement, the City shall allow the MFSA the use of the Mitchell Activity Center indoor ice area (the “Facility”), including access to the ice arena, lobby, locker rooms, restrooms and all pertinent property for parking purposes for the skating program purposes of the MFSA for the duration of the 2018-2019 MFSA Seasonal Use Period (“MFSA Seasonal Use Period” October 1, 2018 through May 31, 2019; times outside of the said MFSA Seasonal Use Period are defined as the “Off Season”). This agreement is renewable annually upon mutual agreement by both parties. This Agreement shall automatically renew on a year to year basis unless a party hereto intending to terminate this agreement gives notice to the other party on or before thirty (30) days prior to the commencement of the next MFSA Seasonal Use Period that it does not intend to renew the agreement. Each such renewal shall be upon the same terms and conditions as set forth in this agreement or as the same shall be amended from time to time.
2. MFSA agrees to pay to the Lessor as rent for use of the Facility the sum of Eleven Thousand, Two Hundred Dollars (\$11,200).
3. The City shall retain the final management and control authority in respect to the Facility. MFSA shall have no management or control authority in respect to the Facility except as permitted by the City.
4. The City shall provide and/or perform the following functions within the Facility:
  - a. Oversee and coordinate the scheduling of the Facility and maintain a master schedule regarding the use of the Facility.
  - b. Provide supplemental manpower as required for the daily maintenance and upkeep for the ice surface and other necessary maintenance duties in the building during the MFSA Seasonal Use Period.

- c. Provide on an annual basis, preventative maintenance on compressors, electrical, natural gas, water, heating units and other equipment, by trained & licensed HVAC and Electrical Service Professionals to ensure the compressors and utilities are in working order.
  - d. Skate sharpening services conducted by MFSA staff, on equipment provided by MFSA, shall be the sole responsibility of the MFSA. Any sharpening fees generated by MFSA staff will be retained by the MFSA. All sharpening fees generated by city employees will be retained by the City of Mitchell.
5. The MFSA shall, on an annual basis, prior to or on December 31 of each year, reimburse the City for, or pay as the case may be, the following:
  - a. All non-insured expense incurred in respect to the repair of any property damage to the Facility which may occur during an MFSA Seasonal Use Period and which is attributable to MFSA use of the Facility; including such repair expenses of the hockey rink, bleachers, scoreboards and any other items or equipment associated with operation of the MFSA Programs.
  - b. The City shall be responsible for structural or equipment repair and maintenance for the Facility. If there are repairs and or maintenance required that are not due to normal wear due to Facility use and are agreed upon by the City and MFSA, the City and MFSA will negotiate a shared cost for such agreed upon repairs.
6. The MFSA shall be entitled to schedule up to One Hundred Ninety (190) scheduled hours of ice time during the MFSA Seasonal Use Period. Ice time shall be scheduled at the discretion of the Parks and Recreation Department staff. Times to be scheduled shall be determined and finalized no later than November 1 of each year.
7. Notwithstanding the expected Seasonal Use Period dates or the expected total allowance of ice time, the City reserves the right to close down and remove the ice sheet/s if internal or external climate conditions would make such an action advisable for maintaining the condition of the Facility. Such a closure shall not be a material breach of this Agreement.
8. The City shall procure and keep in force the following insurances:

- a. Comprehensive general liability insurance, including products, bodily injury and property damage with combined single limits of \$1,000,000 for each occurrence.
  - b. Fire, Vandalism, Malicious Mischief and extended coverage insurance covering the building.
9. During the term of each MFSA Seasonal Use Period, or any time the MFSA shall be operating within the Facility, MFSA shall have in force the following insurances:
  - a. Comprehensive general liability insurance, including products, bodily injury and property damage with combined single limits of \$1,000,000 for each occurrence. Insurance policies required by this paragraph shall name MFSA as insured and the City of Mitchell as an additional insured.
  - b. A copy of additional insured endorsements required hereunder shall be delivered to the City prior to commencement of an MFSA Seasonal Use Period or other MFSA occupation of the Facility. Such policies or certifications shall provide that the insurance coverage may not be cancelled or materially changed unless thirty (30) days advance notice is given to the City.
  - c. The MFSA shall be responsible for insuring any equipment that is used by the MFSA that is stored in the building that is not permanently affixed or is not a part of the building. MFSA agrees to indemnify and hold harmless the City from any and all liability arising from the use of the Facility for programs carried on by the MFSA. The MFSA agreement to indemnify and hold harmless does not include any recreational skating program that the City would sponsor and supervise, or which may be operated within the Facility by any person or entity other than the MFSA.
  - d. The parties shall reassess insurance needs at least once per contract year to determine whether or not the coverage required by this agreement is adequate.
10. For activities within the Facility sponsored solely by the MFSA, all revenue generated in connection with the activity shall be retained by the MFSA.

11. Revenue generated by the City for the letting of the Facility to persons or parties other than MFSA at any time while this agreement is in effect shall be retained by the City. MFSA shall have no authority to rent the Facility to other parties.
12. The MFSA agrees to use the Facility in a responsible manner for the purpose of conducting youth and recreational skating programs in cooperation with the City, and shall not allow the Facility to be misused.
  - a. Food serving or preparation areas must be approved by the city prior to the MFSA event.
13. Nothing in this Agreement shall limit MFSA from cooperating with the City in caring for, maintaining, supervising, and/or constructing improvements, in the furtherance of this Agreement. MFSA shall make no alteration, addition, or improvement to the Facility without the advance consent and approval of the City.
  - a. All improvements to the premises, upon completion of construction, shall be deemed to be property of the City.
14. The MFSA shall not allow any lien to be placed against said building for any unpaid labor or materials and agrees to indemnify the City for any amounts of said liens and to hold the City harmless from any improvements that are made pursuant to this Agreement by MFSA.
15. The City and MFSA shall make good faith efforts to accommodate the needs of each respective entity in order to maximize the overall use of the Facility. The Mitchell Parks and Recreation Director and President of the MFSA shall each designate a person to coordinate use of the facility.
16. This Agreement may be amended or supplemented from time to time by action of both the City Park and Recreation Board and the MFSA.
17. The MFSA shall have no right to assign any of the rights or benefits under this Agreement without prior written consent of the City.
18. The Sports Complex Supervisor shall establish and maintain a master schedule for the facilities and MSHA agrees to engage in useful communication with the

City and other User Groups to coordinate schedules through the Sports Complex Supervisor.

- a. Hockey tournaments on weekends shall have first priority to the use of the Facility to the extent required to accommodate such event. Use of the Facility during hockey tournaments by other groups may be allowed to the extent it does not conflict with tournament activities. If other activities are displaced due to a hockey tournament, the City shall use reasonable efforts to accommodate such other activities at times that do not conflict with the hockey tournament and MSHA shall fully cooperate with such accommodation.

19. MFSA shall indemnify and hold the City, its officials, employees, and agents, 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.\

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Approved and adopted by the Park & Recreation Board of the City of Mitchell, South Dakota, this \_\_\_\_\_ day of September, 2018.

CITY OF MITCHELL, SOUTH DAKOTA  
PARK AND RECREATION BOARD

By: \_\_\_\_\_  
Title: Mitchell Park & Recreation Director

Approved and adopted by the Mitchell Figure Skating Academy, this \_\_\_\_\_ day of September, 2016.

MITCHELL FIGURE SKATING ACADEMY

By: \_\_\_\_\_  
Title: President

## CONCESSION FACILITY OPERATION AGREEMENT 2018

THIS AGREEMENT, made and entered as of the date subscribed below, by and between the Mitchell Parks and Recreation Board of the City of Mitchell, hereafter "City", and the Mitchell Skating and Hockey Association, hereafter "Concession Operator"; and

WHEREAS this Agreement shall relate to the operation of one (1) Concession Facility, as further described below, by the Concession Operator.

THEREFORE, upon the consideration of the mutual covenants and obligations hereafter stated, the parties hereby agree as follows:

A. The City agrees to:

1. Permit the Concession Operator to operate one (1) Concession Facility located at the Mitchell Activity Center for the 2018 season 10/01/2018-05/31/2019, hereafter "Term".
2. To furnish a detailed list of scheduled games and tournaments to Concession Operator.
3. To work in cooperation with the Concession Operator in updating the schedule, making every effort to provide two (2) days' notice of all schedule changes.
4. Provide the garbage receptacles on the premises for containing all waste and refuse materials as a result of said concession operation.
5. Dispose of all refuse in containers as provided by the Parks and Recreation Department.

B. Concession Operator agrees to:

1. Operate the above-described concession stand and sell pop, candy, and related merchandise and to retain personally all profits therefrom; provided, however, that all prices charged shall be subject to approval of the Parks and Recreation Board. The City hereby authorizes Concession Operator to use the appropriate Concession Facility to provide the services stemming from this Agreement for the entire Term. The City reserves the right to withdraw such authorization during the Term if necessary to protect the Concession Facility or its visitors.
  - a. Concessions Facility as used herein means the building, utility systems, fixtures, equipment, and other improvements assigned hereunder and constructed or acquired by the City and provided by the City for the purpose of this lease.
  - b. The City shall have a right to enter all facilities utilized by the Concession Operator to ensure the proper administration of the terms of this agreement and other purposes the City deems necessary, so long as the same does not substantially interfere with Concession Operator's operations, and for emergency purposes. Such entry shall not be deemed an eviction.

2. Pay all bills incurred in connection with the operation of said Concession Facility.
3. Indemnify and hold harmless the City of Mitchell from any and all claims of any kind whatsoever arising from or in connection with the Concession Operator's operation of said Concession Facility.
4. Obtain, and maintain throughout the Term, liability insurance satisfactory to the City, and provide a copy to the Park and Recreation Department.
  - a. Comprehensive general liability insurance, including products, bodily injury and property damage with combined single limits of \$1,000,000 for each occurrence.
5. Keep the Concession Facility and the surrounding area in a clean and reasonable tidy condition. Concession Operator shall have the continuing duty to perform cleanup of this area as needed, at the discretion of the Sports Complex Manager, but in no event less often than once per day.
6. Provide building maintenance as further described below:
  - a. Concession Operator, at its sole expense, will physically maintain and repair all facilities used by Concession Operator pursuant to this Agreement and conduct all necessary housekeeping activities associated with such operations to the satisfaction of the City.
  - b. The Concession Operator, with the written approval of the City, may construct or install facility upgrades necessary for the operations arising out of this Agreement and any improvement constructed by Concession Operator which is attached to the realty shall become part of said realty and be deemed the sole property of the City.
  - c. If during the term hereof, a Concession Facility requires major repairs and/or improvements, which costs exceed \$500 per incident, said costs will be paid for by the City, as determined by the City.
  - d. If the Concession Facility is damaged through the negligence of the Concession Operator or its customers, it will be the responsibility of the Concession Operator to make necessary repairs, at its sole expense, to the satisfaction of the City.
7. Provide and maintain appliances necessary for a commercial food service operation.
8. Use the premises solely for the purpose of operating said concession.
9. Never transfer or assign this Agreement or any part hereof except with the express written consent of the Parks and Recreation Board. Should the Concession Operator desire to assign this agreement before its expiration date, it may do so according to the Sports Complex Policy and only to an assignee acceptable to the City who shall agree to be bound by the terms of this Agreement and said assignment shall be for a consideration not to exceed the amount as described in this Agreement.



10. Keep said Concession Facility open for business during league play and tournaments as scheduled by the Parks and Recreation Department Staff. Hours of operation shall include one-half hour before scheduled start of games.
  11. Observe and comply with all State and Federal laws and City Ordinances applying to the operation of said concession stands. Food handler requirements must be met.
  12. Ensure that any pop machine or other vending equipment is located in a safe and accessible site subject to approval by the City, and to accept all responsibility associated with said machine.
  13. All concession utilities shall be at the expense of the Concession Operator if meters are present. It is the responsibility of the Concession Operator to activate such utilities necessary to conduct the operations of the concession stand.
  14. The Concession Operator shall meet with the Sports Complex Manager prior to each season to discuss the previous season and goals for the upcoming season. The Concession Operator will file an annual accounting statement of gross receipts and expenses and a profit or loss statement. These records shall be provided to the City no later than March 15th of the following year. The City shall have the right to examine any of Concession Operator's books, records, documents, and papers related to this Agreement, including State and Federal income tax records.
- C. Concession Operator shall be subject to any exclusive product supplier agreements to which the City is a party. If no such agreement is in effect at the start of the Term, Concession Operator may utilize whichever product supplier it deems appropriate during that Term only. In either event, Concession Operator shall maintain its right to retain all profits from sales.
- D. Notwithstanding any other provision to the contrary, it is further agreed by the parties that the City reserves the right to cancel or terminate this Agreement upon notice to the Concession Operator, with no liability to the City, upon the determination by the City that the performance by the Concessions Operator is unsatisfactory to the City, which determination shall be at the sole discretion of the City to be exercised in good faith.

IN WITNESS WHEREOF, the parties, being duly authorized, affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Mitchell Parks and Recreation

By: \_\_\_\_\_  
Director

\_\_\_\_\_  
Concession Operator (Print)

By: \_\_\_\_\_

Its: \_\_\_\_\_