

PARK ADVISORY COMMITTEE AGENDA
SPECIAL MEETING

January 11, 2023
6:00 P.M.

**PARK ADVISORY
COMMITTEE
AGENDA**

- 1) Call to Order
- 2) Roll Call/Determination of Quorum
- 3) Approval of Agenda
- 4) Approval of minutes of the November 16, 2022 regular meeting (pg 2)
- 5) Public Comments
- 6) Memorandums of Understanding (pg 3-27)

NEW BUSINESS

ADJOURNMENT

Board members unable to attend should please contact City Hall in advance for a quorum determination at 605-582-8987.

Individuals in need of assistance in attaining access to the meeting, please contact City Hall at 605-582-6515 within 24 hours of the meeting time for special arrangements.

Those wanting to address the Park Advisory Committee, that do not appear on the agenda, will be heard but limited to five minutes under Public Comments. Because of the twenty four hour public notice requirement, the Park Advisory Committee reserves the right to delay any action requested until a future meeting.

MINUTES
PARK ADVISORY COMMITTEE

The Brandon Park Advisory Committee met in regular session at 5:15 p.m. on November 16, 2022 at the Brandon City Council Chambers.

Roll call was taken. Members present were Barb Fish, Mindy Hansen, Jon Jacobson, Al Kirkeby, Adam Rothenberger and Leigh Zirbel. Also present were Park Superintendent Devin Coughlin and Finance Officer Christina Smith. Absent: City Administrator Bryan Read and City Engineer Tami Jansma.

Member Hansen moved Member Zirbel seconded to approve the agenda. Motion carried.

Member Fish moved Member Rothenberger seconded to approve the minutes of the October 26, 2022 regular meeting. Motion carried.

Agenda item #6 – volleyball tournament – no further information at this time. Will present at a future meeting.

2023 Pool Fees Discussion – City Council asked the Park Advisory Committee to further discuss the pool fees for 2023. Member Zirbel moved Member Kirkeby seconded to leave the rates the same as 2022 and re-access as needed, and made recommendation to City Council for approval. Motion carried.

Memorandums of Understanding were presented for baseball, flag football, high school softball, hockey, rc track, school cross country, school soccer, school tennis, soccer, softball and tennis. Member Hansen moved Member Kirkeby seconded to invite the above organizations to a meeting on Wednesday, January 11, 2023 at 6:00pm to go over the proposed MOU's. Motion carried.

Tree board items – Devin gave an update on the tree removal program for the Emerald Ash Borer.

Next regular meeting scheduled for Wednesday, January 18 at 5:15 p.m.

At 6:00 p.m., having no further business, Member Kirkeby moved Member Rothenberger seconded to adjourn the Park Advisory Committee meeting. Motion carried.

Respectfully Submitted,

Melissa Labahn
Municipal Recording Clerk

Devin Coughlin
Park Superintendent

The City of Brandon is proud to partner with our many volunteer and school associations, clubs, and organizations to provide recreational opportunities in our community. The City of Brandon's partnership with these various organizations is more important than ever before. As our community grows, demands on the City's capital resources also increase. We have been very excited to see such an incredible increase in the numbers participating in the organizations and the formation of new organizations to provide additional opportunities.

As our community continues to grow, we have recognized the need to develop common guidelines for each group using existing or proposed future city facilities. These guidelines can be found in the new "General Guidelines for Any/All Group(s) Using City Facilities" document and apply both to single-use agreements as well as our longer-term relationships. These guidelines are intended to summarize the broad expectations for both the City and the user group; specific details will be in the Memorandum of Understanding (MOU) documents with each individual group.

To make the best use of limited City resources in combination with the increasing use of facilities and related expenses, the Park Advisory Committee members and City staff have done an extensive review of utilities, labor, and materials costs. The City of Brandon is committed to providing recreational opportunities for our residents, but growing population and participation has increased City costs to a point that cannot be sustained without a reduction in services. We need to ask for help from our partners.

Key points of this review are:

- Replacement of major equipment at facilities: items such as scoreboards, lights, goals, and the like have been paid in the past by the City; occasionally partnering organizations have purchased some of these. We recommend this should be a shared expense between the City and the associations.
- Utilities (electricity, water, pump service for holding tanks, etc.): where this is individually metered and exclusively under the control by a single entity for a location, we recommend these charges be paid by that entity. Where usage is shared or cannot be individually measured an annual usage fee payable by the association is recommended. Currently and in the past, there are some associations that have, based on their financial position, contributed funds to the City to help with these costs. A usage fee simply formalizes this and makes it a consistent process across all partnering organizations.
- Field preparation and restroom cleaning furnished by the City for revenue-generating events will be adjusted to more accurately reflect current costs for those specific events.
- Length of agreements: MOU's currently vary in length from organization to organization. We recommend standardizing these agreements to a common length of 5 years for all organizations.

In an effort to strengthen communications between the associations and the City and ensure common goals are set, met, and exceeded, each of our volunteer organizations is invited to Park Advisory Committee meetings as often as they wish to attend (we meet monthly on the 3rd Wednesday of the month). Specifically, we propose two presentations/reviews per year – shortly after the completion of the organization's season and again prior to the start of new seasons. These reviews would include summaries of numbers in the program(s), highlights, budget summary, and forecasts/plans for the future. The Park Advisory Committee would also share its plans for the coming year as they relate to our city parks.

Facilities and recreation programs in Brandon would not be where they are today without all of your efforts. We feel the job that each volunteer organization does for recreation and sports in the city of Brandon is crucial, and the City of Brandon looks forward to helping make each of your organizations successful for many years to come.

General Guidelines for Any/All Group(s) Using City Facilities

- Group = association, club, team, etc.
- 1. Any Group wanting to use City facilities and charging any kind of entrance/participation/registration/viewing/parking/etc. fees may be charged a fee from the City. Existing Group's within the City will have their fees explained in their individual MOU with the City.
- 2. Each Group will keep current a Memorandum of Understanding (M.O.U.) or Agreement with the City which will pertain to a more specific "relationship" between that Group and the City. Each M.O.U. or Agreement will be renewed every 5 (five) years or if significant changes occur.
- 3. Any building or facility that is located on City property and is kept locked separately by any Group will be maintained entirely by that Group.
- 4. No improvements/alterations/additions/remodels/construction/etc. may be done on/in City property without written permission from the City.
- 5. Each Group will maintain a single point of contact (primary contact) as well as a secondary contact and provide the City with multiple methods of contact (cell phone, email, etc.) for each. These individuals will be responsible for all communications with the Park Superintendent or other City designee.
- 6. Each group will meet with staff 60 days prior to the season and 30 days after the season.
- 7. The replacement/updating costs of any major equipment specifically used by any Group will be split evenly with the City upon approval from the City.
- 8. All Group's using City facilities and charging fees will be required to present an "end of season" overview to the Park Advisory Committee. The overview should include financial reports, future wants/needs, etc.
- 9. Any Group wanting to use any powered equipment owned/leased/rented/borrowed by the Group or private individuals on city property, such as 4 wheeler's, UTV's, golf carts, etc., must first get permission from the City. All legal age restrictions still apply to operating equipment.
- 10. Any Group wanting the help of City staff outside of normal working hours (Mon. – Fri., 8 am. to 4:30 pm) must set that up with the City three (3) months prior to any event and will be charged a fee. The individual fees will be set in each Group's M.O.U. or Agreement with the City. Events may be held on holiday's and holiday weekends but will be done without assistance from the City, this excludes the Memorial Day baseball tournament which is grandfathered in. If the Memorial Day baseball tournament ever misses a year it will loose its grandfathered status.

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
ATHLETIC FIELDS IN PARKS BETWEEN THE BRANDON VALLEY
BASEBALL ASSOCIATION AND THE CITY OF BRANDON**

This Memorandum of Understanding ("MOU") between the Brandon Valley Baseball Association (hereafter "Association") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for baseball activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the Association.** Association agrees to complete/provide the following:
 - A. All maintenance on First National Bank Field (F.N.B.F.) including but not limited to; fencing, lights, grandstand, irrigation and turf.
 - B. Purchase and apply quick-dry, as needed.
 - C. All field maintenance during tournaments.
 - D. General cleaning of the park including garbage and bathrooms during tournaments.
 - E. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - F. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - G. A usage fee will be assessed each year to help recover the costs of supplies, utilities and labor. The fee will be \$2,000 each year for the duration of this agreement, the fee will be reevaluated at the expiration of this agreement.
 - H. Association will pay for the total cost of the use of the lights on F.N.B.F during the months of March - August. The City will pay the utility during the year and send the Association a monthly bill.
 - I. The Association will pay for the total cost of water used to irrigate F.N.B.F., B, C, D and E as long as they are using City water. The amount that softball contributes to the bill is between Baseball and Softball Associations. The City will send a monthly bill to Bradon Valley Baseball Association.
 - J. All relocation and setup of portable mounds.

2. **Duties/Activities to be performed by the City on regular weekdays.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at Aspen and McHardy Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Mowing and weed eating on all fields except for F.N.B.F.
 - D. Cleaning of bathrooms once a day.
 - E. Picking up garbage.
 - F. Prepping of fields.
 - G. Paint foul lines.
 - H. Spray weeds.
 - I. Fill gopher holes.
 - J. Provide chalk, bases, paint, spray and cleaning supplies.

3. **Duties/Activities to be performed by the City for Tournaments.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at Aspen and McHardy Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Prepping of fields the weekday before the tournament starts. There is a \$50 charge per field prepped by the City. Costs will be reviewed with every renewal of this agreement.
 - D. The City will come in for general cleaning on the Saturday night of the tournament. There is a \$25/hr./person charge to the Association for this service. Costs will be reviewed with every renewal of this agreement.
 - E. Any use of City owned chalk or agrelime will be reimbursed 100% by the Association.

4. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Baseball Association, PO Box 605, Brandon, SD 57005. Upon cancellation or expiration, Association shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at Association's expense or abandon the same to become the City's property. Upon cancellation or expiration, Association shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

5. **Events.** Association may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the Association and the City does not guarantee payment of any monies to Association related to the operation of any event. Association must give a minimum of 30-day notice for any event taking place on City property.

6. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.

7. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits have been issued and paid.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

ASSOCIATION PRESIDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
ATHLETIC FIELDS IN PARKS BETWEEN THE BRANDON VALLEY
HOCKEY ASSOCIATION AND THE CITY OF BRANDON**

This Memorandum of Understanding ("MOU") between the Brandon Valley Hockey Association (hereafter "Association") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for hockey activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the Association.** Association agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - C. Maintain and repair all boards, benches, concrete, chillers, glass, and other structures that are owned and operated by the Association.

2. **Duties/Activities to be performed by the City.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at McHardy Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Mowing and weed eating around the property.
 - D. Assisting with snow removal.
 - E. Spray weeds.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Valley Hockey Association, PO Box 174, Brandon, SD 57005. Upon cancellation or expiration, Association shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at Association's expense or abandon the same to become the City's property. Upon cancellation or expiration, Association shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** Association may charge and retain any spectator fees related to games and tournaments, however, entry to City parks may not be denied by the Association and the City does not guarantee payment of any monies to Association related to the operation of any event.

5. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.

6. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits have been issued and paid.
7. **Utilities.** All utilities will be reevaluated with each renewal of this MOU.
 - A. The City will pay up to \$200.00/month towards the power bill. The Association will pay the balance after that.
 - B. The City and the Association will divide the water bill evenly between themselves.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

ASSOCIATION PRESIDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
ATHLETIC FIELDS IN PARKS BETWEEN THE BRANDON VALLEY
YOUTH SOFTBALL ASSOCIATION AND THE CITY OF BRANDON**

This Memorandum of Understanding ("MOU") between the Brandon Valley Youth Softball Association (hereafter "Association") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for softball activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the Association.** Association agrees to complete/provide the following:
 - A. All maintenance and repairs on the irrigation systems on fields B and C.
 - B. Purchase and apply quick-dry, as needed.
 - C. All field maintenance during tournaments.
 - D. General cleaning of the park including garbage and bathrooms during tournaments.
 - E. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - F. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - G. A usage fee will be assessed each year to help recover the costs of supplies, utilities and labor. The fee will be \$2,000 each year for the duration of this agreement, the fee will be reevaluated at the expiration of this agreement.
 - H. The Association will pay for a portion of the cost of water used to irrigate B, C, D and E as long as they are using City water. The amount the association contributes is between Baseball and Softball Associations. The City will send a monthly bill to baseball.

2. **Duties/Activities to be performed by the City on regular weekdays.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at Aspen Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Mowing and weed eating on all fields.
 - D. Cleaning of bathrooms once a day.
 - E. Picking up garbage.
 - F. Prepping of fields.
 - G. Paint foul lines.
 - H. Spray weeds.
 - I. Fill gopher holes.
 - J. Provide chalk, bases, paint, spray and cleaning supplies.

3. **Duties/Activities to be performed by the City for Tournaments.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at Aspen Park.

- B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Prepping of fields the weekday before the tournament starts. There is a \$50 charge per field prepped by the City. Costs will be reviewed with every renewal of this agreement.
 - D. The City will come in for general cleaning on the Saturday night of the tournament. There is a \$25/hr./person charge to the Association for this service. Costs will be reviewed with every renewal of this agreement.
 - E. Any use of City owned chalk or agrelime will be reimbursed 100% by the Association.
4. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Valley Youth Softball Association, Box 714, Brandon, SD 57005. Upon cancellation or expiration, Association shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at Association's expense or abandon the same to become the City's property. Upon cancellation or expiration, Association shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.
 5. **Events.** Association may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the Association and the City does not guarantee payment of any monies to Association related to the operation of any event. Association must give a minimum of 30-day notice for any event taking place on City property.
 6. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board. This excludes the batting cage and softball sheds.
 7. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits issued and paid.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

ASSOCIATION PRESIDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
ATHLETIC FIELDS IN PARKS BETWEEN THE FELLOWSHIP OF
CHRISTIAN ATHLETES AND THE CITY OF BRANDON**

This Memorandum of Understanding ("MOU") between the Fellowship of Christian Athletes (hereafter "FCA") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for flag football activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the FCA.** FCA agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - C. A usage fee will be assessed each year to help recover the costs of supplies, utilities and labor. For the first year the fee will be \$500. The fee will increase by \$100 each subsequent year until the expiration of this agreement upon which the fee's will be reevaluated.

2. **Duties/Activities to be performed by the City.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at Aspen Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Mowing and weed eating on all fields.
 - D. Cleaning of bathrooms.
 - E. Picking up garbage.
 - ~~F.~~ Prepping of fields including initial setup and continued maintenance.
 - G. Spray weeds.
 - H. Fill gopher holes.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Fellowship of Christian Athletes, 1601 E. 69th St. Suite 301, Sioux Falls, SD 57108. Upon cancellation or expiration, FCA shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at FCA's expense or abandon the same to become the City's property. Upon cancellation or expiration, FCA shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** FCA may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the FCA and the City does not guarantee payment of any monies to FCA related to the operation of any event.

5. **Field Usage.** FCA is allowed to use fields B, C, D, E, F, G, H and I for flag football practices and games at Aspen Park as determined by the Park Superintendent or the City Administrator.
6. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.
7. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits have been issued and paid.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

FCA REPRESENTATIVE:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
ATHLETIC FIELDS IN PARKS BETWEEN THE BRANDON AREA SOCCER
ASSOCIATION AND THE CITY OF BRANDON**

This Memorandum of Understanding ("MOU") between the Brandon Area Soccer Association (hereafter "Association") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for soccer activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the Association.** Association agrees to complete/provide the following:
 - A. General cleaning of the park including garbage and bathrooms during tournaments.
 - B. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - C. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - D. A usage fee will be assessed each year to help recover the costs of supplies, utilities and labor. The fee will be \$4,000 each year for the duration of this agreement, the fee will be reevaluated at the expiration of this agreement.

2. **Duties/Activities to be performed by the City on regular weekdays.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at McHardy Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Mowing and weed eating on all fields.
 - D. Cleaning of bathrooms once a day.
 - E. Picking up garbage.
 - ~~F.~~ Initial setup and continued prepping of fields.
 - G. Spray weeds.
 - H. Fill gopher holes.
 - I. Empty restroom facility holding tank on a regular bases.

3. **Duties/Activities to be performed by the City for Tournaments.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Empty restroom facility holding tank for all tournaments/special events. The cost for extra tank emptying will be reimbursed by the Association 100%.

4. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Area Soccer Association, PO Box 292, Brandon, SD 57005. Upon cancellation or expiration, Association shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at

Association's expense or abandon the same to become the City's property. Upon cancellation or expiration, Association shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

5. **Events.** Association may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the Association and the City does not guarantee payment of any monies to Association related to the operation of any event. Association must give a minimum of 30-day notice for any event taking place on City property.
6. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board. This excludes the observation building at the Soccer Complex.
7. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits issued and paid.
8. **Irrigation System.** As the irrigation system exists for the sole purpose of irrigating the soccer fields at the Soccer Complex, the Association will be financially responsible for half of the costs for repairs/replacement/upkeep of the irrigation system. This includes but is not limited too; the well, irrigation lines, controls and irrigation heads.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

ASSOCIATION PRESIDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
ATHLETIC FIELDS IN PARKS BETWEEN THE BRANDON TENNIS
ASSOCIATION AND THE CITY OF BRANDON**

This Memorandum of Understanding ("MOU") between the Brandon Tennis Association (hereafter "Association") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for tennis activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the Association.** Association agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.

2. **Duties/Activities to be performed by the City on regular weekdays.** City agrees to complete/provide the following:
 - A. Brandon Valley Middle School location
 - The City will maintain and repair the tennis court lights only.
 - B. Aspen Park location
 - K. The land on which the facilities are located.
 - L. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - M. All mowing and weed eating around the courts.
 - N. Any and all repairs needed to the courts and nets.
 - O. Picking up garbage.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Tennis Association, ???, Brandon, SD 57005. Upon cancellation or expiration, Association shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at Association's expense or abandon the same to become the City's property. Upon cancellation or expiration, Association shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** Association may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the Association and the City does not guarantee payment of any monies to Association related to the operation of any event.

5. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board. This excludes the observation building at the Soccer Complex.

6. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits issued and paid.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

ASSOCIATION PRESIDENT:

WITNESS:

MAYOR:

**AGREEMENT TO MAINTAIN AND OPERATE A FACILITY FOR RADIO
CONTROLLED RACING
AT ASPEN PARK**

This Agreement between Gil Haugan (hereafter “Haugan”) of 200 East 60th Street N, Sioux Falls, SD 57104 and the City of Brandon (hereafter “City”) of Box 95, Brandon SD 57005, is made for the purposes of constructing and maintaining a facility for radio controlled (“RC”) racing at Aspen Park, Brandon, SD. This agreement is not assignable except upon written consent of the parties. The effective dates of this agreement are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties/Activities to be performed by Haugan.** Haugan agrees to complete the following:
 - A. Construct and maintain an off-road dirt track and a dirt oval track for RC racing vehicles. The location and size of the track must be pre-approved by the City.
 - B. Construct and maintain adequate fencing to surround the facility.
 - C. Construct and maintain an appropriate control stand including all necessary equipment to operate the facility.
 - D. Install all necessary utility lines within the facility.
 - E. Mowing and weed eating inside of the track fenced area.
 - F. A fee of \$70.00 will be assessed for utilities/year.

2. **Duties/Activities to be performed by City.** The City agrees to provide the following:
 - A. The land on which the facility is to be constructed per a facility plan agreed to by both Haugan and the City in Aspen Park.
 - B. Install water service to the facility.
 - C. Install adequate electric service to the facility.

4. **Insurance.**
 - A. Haugan agrees to provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized racing events.
 - B. The City shall provide insurance on the facility in the same fashion and levels as other City owned facilities.

5. **Cancellation.** This agreement may be cancelled by either party hereto upon thirty (30) days of written notice.

6. **Surrender/Damages.** Upon cancellation or expiration of this Agreement, Haugan shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at Haugan’s expense, or abandon the same to become the City’s property. All utility lines, fencing, improvements, and land shall be deemed the City property. Upon cancellation or expiration of this Agreement, Haugan shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance of the track and/or improvements, and attorney’s fees.

7. **Events.** Organized racing events shall be approved in advance by the City’s Administrator or Park Superintendent. Haugan may charge and retain entry and spectator fees related to such events, however, entry to Aspen Park may not be denied by Haugan and the City does not guarantee payment of any monies to Haugan related to the operation of any event.
8. **Assignment.** This Agreement may not be assigned without the express prior written consent of City. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
8. **Interpretation.** This Agreement shall be construed as interpreted in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venue in Circuit Court, Second Judicial Circuit, Minnehaha County, South Dakota.
9. **Notice.** Any notice or other communication required under this Agreement shall be in writing and sent to the contract address included herein. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
10. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
11. All other prior discussions, communications or representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire Agreement with respect to the subject matter hereof.
12. In Witness Whereof, the parties signify their agreement effective on this _____ day of _____, 2022 by the signatures affixed below.

For Gil Haugan

For City of Brandon

Gil Haugan

Mayor, Harry Buck

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
CITY PROPERTY AND EQUIPMENT BETWEEN THE BRANDON VALLEY
SCHOOL AND THE CITY OF BRANDON FOR SOFTBALL**

This Memorandum of Understanding ("MOU") between the Brandon Valley School (hereafter "School") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for softball activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the School.** School agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - C. Pay an annual fee of \$5,000 for use of the City property and equipment. Costs will be reviewed with every renewal of this agreement.

2. **Duties/Activities to be performed by the City.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located as Aspen Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Mowing and weed eating on all fields.
 - D. Cleaning of bathrooms once a day (Monday – Friday).
 - E. Picking up garbage.
 - F. Prepping of fields.
 - G. Paint foul lines.
 - H. Spray weeds.
 - I. Fill gopher holes.
 - J. Provide chalk, bases, paint, spray and cleaning supplies.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Valley School District, 300 S. Splitrock Blvd, Brandon, SD 57005. Upon cancellation or expiration, School shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at School's expense or abandon the same to become the City's property. Upon cancellation or expiration, School shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** School may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the School and the City does not guarantee payment of any monies to School related to the operation of any event. School must give a minimum of 30-day notice for any event taking place on City property.

- 5. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.

- 6. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits have been issued and paid.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

SCHOOL SUPERINTENDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
CITY PROPERTY AND EQUIPMENT BETWEEN THE BRANDON VALLEY
SCHOOL AND THE CITY OF BRANDON FOR CROSS COUNTRY**

This Memorandum of Understanding ("MOU") between the Brandon Valley School (hereafter "School") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for cross country activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the School.** School agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - C. School will mow and paint the cross country course of their choice at McHardy Park at intervals of their choice during the cross country season.

2. **Duties/Activities to be performed by the City.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Cleaning of bathrooms once a day (Monday – Friday).
 - D. Picking up garbage.
 - E. Spray weeds.
 - F. Fill gopher holes.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Valley School District, 300 S. Splitrock Blvd, Brandon, SD 57005. Upon cancellation or expiration, School shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at School's expense or abandon the same to become the City's property. Upon cancellation or expiration, School shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** School may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the School and the City does not guarantee payment of any monies to School related to the operation of any event. School must give a minimum of 30-day notice for any event taking place on City property.

- 5. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.

- 6. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits issued and paid for.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

SCHOOL SUPERINTENDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
CITY PROPERTY AND EQUIPMENT BETWEEN THE BRANDON VALLEY
SCHOOL AND THE CITY OF BRANDON FOR SOCCER**

This Memorandum of Understanding ("MOU") between the Brandon Valley School (hereafter "School") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for soccer activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the School.** School agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.
 - C. School will assume care of the soccer field of their choice for the duration of the school soccer season. Care consists of but is not limited to; mowing, painting lines, net repairs, etc.

2. **Duties/Activities to be performed by the City.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located at McHardy Park.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.
 - C. Cleaning of bathrooms once a day (Monday – Friday).
 - D. Picking up garbage.
 - E. Spray weeds.
 - F. Fill gopher holes.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Valley School District, 300 S. Splitrock Blvd, Brandon, SD 57005. Upon cancellation or expiration, School shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at School's expense or abandon the same to become the City's property. Upon cancellation or expiration, School shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** School may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the School and the City does not guarantee payment of any monies to School related to the operation of any event. School must give a minimum of 30-day notice for any event taking place on City property.

- 5. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.

- 6. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board and proper building permits issued and paid.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

SCHOOL SUPERINTENDENT:

WITNESS:

MAYOR:

**MEMORANDUM OF UNDERSTANDING FOR USE AND MAINTENANCE OF
CITY PROPERTY AND EQUIPMENT BETWEEN THE BRANDON VALLEY
SCHOOL AND THE CITY OF BRANDON FOR TENNIS**

This Memorandum of Understanding ("MOU") between the Brandon Valley School (hereafter "School") and the City of Brandon ("hereafter "City") is made for the purposes of maintaining facilities for tennis activities at parks in Brandon, SD. This MOU is not assignable except upon written consent of the parties. The effective dates of this MOU are for five (5) years from the signed date or upon the need for significant changes to this agreement or the facility.

1. **Duties to be performed by the School.** School agrees to complete/provide the following:
 - A. Schedule activities. Coordinate activities with other recognized users of the facilities. Provide the City with a schedule of all Association activities.
 - B. Provide liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the City for any claims that arise during the operation of the facility for organized Association activities.

2. **Duties/Activities to be performed by the City.** City agrees to complete/provide the following:
 - A. The land on which the facilities are located.
 - B. Insurance on the facility in the same fashion and levels as other City owned facilities.

3. **Cancellation.** This MOU may be cancelled by either party hereto upon thirty (30) days of written notice, sent to City of Brandon, Administrator, PO Box 95, Brandon, SD 57005, and to Brandon Valley School District, 300 S. Splitrock Blvd, Brandon, SD 57005. Upon cancellation or expiration, School shall promptly remove any of its alterations, improvements and fixtures and repair any damage occasioned by such removal at School's expense or abandon the same to become the City's property. Upon cancellation or expiration, School shall not be entitled to consequential damages including but not limited to lost profits for events not held, costs paid for promotion or organization of events, costs related to construction or maintenance, and attorney's fees.

4. **Events.** School may charge and retain any spectator fees related to games and tournaments, however, entry to City Parks may not be denied by the School and the City does not guarantee payment of any monies to School related to the operation of any event. School must give a minimum of 30-day notice for any event taking place on City property.

5. **Improvements.** No improvements/changes shall be made to any City property without permission from the Park Superintendent or the Park Board.

6. **Structures.** No permanent structures may be added on City property without permission from the Park Superintendent or the Park Board.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

WITNESS:

SCHOOL SUPERINTENDENT:

WITNESS:

MAYOR:
