

MEETING MINUTES

RECORDED BY: Melonie Trang

MEETING PURPOSE: PRC Board Meeting

MEETING DATE May 18, 2016
AND LOCATION: Community Center



ATTENDEES: PRC Board Members:

Rick DeVore, Tom Rupsis, Dayton Rush, Lew Morris, Marc Wahl, Marcia Clausing, Rich Lorenz, Catherine Grott

PRPL Staff Members:

Mike Whitaker, Director
Jon Thompson, Park Superintendent
Kory Thomson, Recreation Superintendent
Lee Stadtmiller, Cemetery Superintendent
Mark Jarvis, Park Planner
Chris Waite, Volunteer Coordinator

I. MEETING CALLED TO ORDER

Chairman Rick DeVore called the meeting to order at 11:32

A. INTRODUCTIONS

Tina Volek, City Administrator
Mike Ferguson, Billings Gazette

B. APPROVAL OF THE MINUTES

A motion was made to approve the April 13, 2016 minutes with corrections. On a voice vote, all were in favor and motion passed.

C. ADDITIONS TO THE AGENDA

None

II. DIRECTORS REPORT – Michael Whitaker

None

III. PUBLIC/BOARD COMMENT

None

IV. OLD BUSINESS

A. Proposed Grant Program:

Discussion was postponed.

B. Rose Pool Bathhouse Fire:

Mark Jarvis said they are working on getting the mediation done regarding the

asbestos. It should be completed by the end of the week. Once the mediation has been completed, demolition and repairs can begin.

Kory Thomson said they have received a temporary water source. This will help in moving forward on the mechanical operation of the pool. In regards to the concessions, Pepsi has donated a snack shack and that will be used for concessions sales.

The pool should be open on time, June 8th.

C. Arbor Day 2016:

Jon Thompson started out by saying that the Department won the 2016 National Arbor Day Award. He, along with Board member Dayton Rush and staff member Chris Waite attended the National Arbor Day Foundation Ceremony in Nebraska City Nebraska.

This year's Arbor Day event was held on May 5th at North Park. There was over 400 4th grade students and 120+ volunteers. Next year's Arbor Day will be held on May 4th in Veterans Park.

D. Billings Softball Agreement:

Due to time constraint, the agreement will be discussed at the next meeting.

VI. NEW BUSINESS

A. Mustangs Lease Agreement:

Staff and board reviewed the newly revised agreement. City Administrator Tina Volek was present to answer any questions.

The agreement has been reviewed and updated by City Staff which includes Legal, City Administration and the PRPL Director, and the new owners Mustangs, LLC.

The following sections in the agreement had changes made. A copy of the agreement is included in the board binder.:

- Under section named Recitals, the wording "*The Facility provides the Ballclub with the premiere facility in the Pioneer League in which it can profitably play as an affiliate team of the Cincinnati Reds.*" was added.
- Section 1- 1.2 the wording was changed to "*The boundaries of Dehler Park ('the Ballpark') shall include the ballpark and the area north of the ballpark from between left and center field to the sidewalk along 10th Avenue North, and all improvements thereon, as depicted in Exhibit A.*"
- Section 1- 1.4 was added "*Field. To ensure the longevity of the playing*

field and to keep the playing field in peak playing condition and safe for the users of the field, the Ballclub shall maintain the playing field according to the Professional Standard of Care shown on Exhibit B."

- Section 2-2.1 Effective Date "~~or July 1, 2008, whichever occurs first."~~ was removed.
- Section 3-3.4, 3.5, 3.6 the following in blue was changed/added: 3.4 Scheduling of "Baseball" and "Baseball-related" Events. The Ballclub shall have the exclusive right and responsibility to schedule and manage baseball events at the Facility on available dates and in a manner consistent with, and subject to, the priorities stated in Section 3.2, above. The Ballclub also has the right and responsibility to schedule and manage baseball-related events at the Facility on available dates, provided that no baseball-related event involving the playing surface of the Facility may be scheduled without prior consultation with, and approval of, the City/*Parks, Recreation and Public Lands (PRPL) Department*.

3.5 Scheduling of Non-baseball Events. The City *and the Ballclub each* shall have the right and responsibility to schedule and manage non-baseball events at the Facility on available dates, provided that no event involving the playing surface of the Facility may be scheduled without prior consultation *and approval from the other Party. Each Party shall be responsible for all the costs of and receive all the revenue derived from the events it schedules.*

3.6 Reserved dates for City/PRPL. On or before March 1, each year, the Ballclub will reserve and provide to City/PRPL no fewer than fifteen (15) dates and times between ~~March 1st May 1~~ and September 30 on which the City/PRPL may schedule non-baseball events for all or a specified portion of the Facility. *The months of June, July and August shall include a minimum of 1 block of three days per month. From October 1 through April 30 of each year, either the Ballclub or the City may schedule events upon notice to each other.* It is understood and agreed, however, that if no event has been scheduled by City/PRPL within ten (10) days of any reserved date, such date shall be deemed jointly available to the Parties for the scheduling of baseball, baseball-related or non-baseball events on a first-come, first-served basis.

Under Section 3 the entire wording was removed "~~Clinics, camps and community outreach. On or before March 1 of each year the Ballclub will provide the City/PRPL Department with specified dates upon which the Ballclub, through selected professional baseball players or coaching staff will organize or make themselves available to participate in and assist with PRPL youth baseball clinics, camps and community outreach activities.~~"

- Under Section 4 the rental amount was changed from \$30 thousand to \$60

thousand and 4.2 was removed and replaced with “*Annual review. The Ballclub shall maintain financial records in proper form. A review of the City of Billings Ballpark Permanent Fund (established in Section 6.9, below), will be conducted annually by the Facility Review Committee (established in Section 6.10, below). The Ballclub will provide the City/PRPL with a copy of the report provided to Minor League Baseball on the Ballclub’s outstanding debt by October 31st each year of the contract. In addition, the Ballclub will send its most recent financial report to the City’s Bond Counsel for review and certification of solvency at the City’s expense each year no later than the anniversary date of the contract’s signing. The current City Bond Counsel is Dorsey and Whiney in Missoula Montana. The City will notify the Ballclub of any changes in Bond Counsel as needed.*”

- Under Section 5-5.2 (b-d) the following was changed “*(b) From June 17, 2008, to September 30, 2017, revenue received from Wendy’s of Montana and First Interstate Bank for scoreboard advertising sold to defray the cost of construction of the Facility belongs exclusively to the City. In exchange, Wendy’s name will be placed on the electronic scoreboard for 10 seasons, from July 1, 2008, through September 30, 2019, and Wendy’s will receive four tickets to all events to be held in the stadium through that period. Wendy’s will have an option to renew signage rights at the current rate at the time of renewal.*
- *c) From June 17, 2008, to September 30, 2017, revenue received from First Interstate Bank for scoreboard advertising sold to defray the cost of construction of the Facility belongs exclusively to the City. The scoreboard sign for the Bank will occupy a space for 10 seasons, from July 1, 2008, through September 30, 2019, and the Bank will receive four tickets to all events to be held in the stadium for a period of 10 years. In addition, the Bank sign will be no smaller than 10% of total scoreboard footage and will not occupy total square footage less than any other advertiser on the scoreboard. The number of advertisers on the scoreboard will be limited to 3 companies in addition to the Bank, and none of the other advertisers will represent the financial services industry.,*
- *(d) From June 17, 2008, to September 30, 2017, revenue received from donations from Jean E. Dimich and Mike D Dimich Sons dba Pepsi-Cola Bottling Company of Billings belongs exclusively to the City. The Donors have the right to have the Pepsi logo placed on the scoreboard in a mutually agreed upon size and format for 10 years from July 1, 2008, through September 30, 2019, and will have right of first refusal to the same signage for a period of 10 years at then fair-market value.*
- Under Section 6-6.6 Repairs wording changed “*Normal needed repairs within the Facility costing \$5,000 or less will be undertaken by the Ballclub as soon thereafter as can reasonably be arranged. Upon approval of the City Council, the City will establish a maintenance account of \$25,000 annually to be available to add to the Ballpark’s contribution for repairs costing up to \$30,000. In order to expedite the repair process, if the maintenance account is approved, the City Administrator or his/her designee is hereby authorized by the City Council to approve such repairs in keeping with the City’s Purchasing*

Policies and Procedures. All City-paid repairs of more than \$25,000 are considered capital repairs and shall be approved as outlined in Section 6.9, Capital Repair and Improvement Fund. The City shall be responsible for the cost of repair of damage occurring at City-sponsored non-baseball events.”

- Continuing under Section 6-6.12 (a-d) was revised. It is a recommendation to Council from Tina Volek. *“Improvements. The City agrees to allow the Ballclub, at its own expense:*
(a) To build a 3,000-square-foot, glass-enclosed “Great Room” above the concession stands behind the third base dugout, covering the width of the concourse, provided that the City will supervise design and construction of the structure to ensure it meets City standards.
(b) To build a children’s play area and zip line from the area between left and center field to the sidewalk along 10th Avenue North. Any play area or zip line must meet the American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission guidelines. The Facility Review Committee shall recommend to the Mayor and City Council whether the City should extend the existing wrought iron fence to include those facilities.
(c) To make any non-structural improvements and add any decorations to the interior of the Ballpark, provided that the Ballclub complies with all City permitting and construction requirements. Exterior improvements may be made with consent of the City /PRPL.
(d) To display advertising throughout the interior of the Ballpark, with the exceptions of signs above, below and beside the scoreboard, and to keep all revenues derived from such advertising. Within five years from the date of this agreement, the Facility Review Committee will evaluate and make a recommendation to the City Council on expansion and replacement of the video board portions of the scoreboard.”
- Section 9 revisions include 9.10-9.11 *“Dispute Resolution. If a dispute arises concerning any provision in this Agreement, the parties shall first attempt to informally resolve the dispute. If the matter remains unresolved, the parties shall then attempt to resolve the dispute through mediation using an agreed-upon process. If mediation does not resolve the dispute, the parties may unilaterally pursue other remedies including but not limited to litigation.*

9.11 Applicable Law and Venue for Litigation. This Agreement shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue for any litigation related to this Agreement shall be in the Montana Thirteenth Judicial District Court, Billings, Yellowstone County, Montana, and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.”

The current demands provided by the new owners of the Mustangs to the City are as follows:

- The City would assume more of the maintenance of the facility.

- More assistance on the repairs of the facility.
- Assistance from the City to move the fence located in the far right corner of the ballfield so a zip line may be installed.
- Limit the amateur baseball games played at the park.
- Have the City assist them in building a 3,000sq foot enclosed area (sky boxes) above the concession area.
- Reduce the days for special events from 15 days to 10 days and give them a 30 days' notice.

The requests from the City to the new owners of the Mustangs are follows:

- Increase our rental fee from \$30,000 to \$60,000. (The \$30 was set previously by the bond council. The dollars from the fee go back into the Maintenance Fund for the ballfield that was set up when it was constructed.)
- Their financial statement for the ballfield will be sent to the Bond Council for review and certification of solvency at the City's expense each year.
- We would support the limit of amateur baseball games since the amateur leagues use the ballfield more than the Mustangs.

Comments made and information provided regarding the revised contract and ballfield from today's board meeting:

- The current turf will need to be replaced in the next couple of years.
- The bonds on the facility are there for another 10 years. Half of the bonds have been sold giving the ability to increase our rental fee.
- Comment was made that the facility should be used more than it is.
- Currently, the City maintains the exterior of the facility and the Mustangs maintain the interior. They are responsible for minor maintenance repair; the City is responsible for major maintenance repair.
- Any projects done at the facility will be managed by the City.
- The current agreement with the Mustang technically runs through to the next ball season.

Discussion will continue on the agreement between the City and the owners of the Mustangs. Updates will be given to the board as they come.

B. Special Needs Baseball Field:

Started preliminary discussions on developing a Miracle Field (special needs field) and possibly a playground at Poly Vista Park.

Funding raising has started through Landon's Legacy. The project should cost around \$1M.

C. FY17 Parks, Recreation and Public Lands Proposed Budget:

Michael gave the PRPL FY17 budget. He said the PRPL budget will be presented to Council May 24th.

D. Funding Undeveloped Parkland:

A subcommittee was initially formed by the board and staff to discuss a proposal of funding options for developing Centennial Park. Members of the committee included Rick DeVore, Tom Rupsis, Dayton Rush, Catherine Grott, Marcia Clausing, Rich Lorenze, and PRPL staff. After meeting several times, it was decided that the subcommittee should look at the bigger picture and propose to include funding for all undeveloped/underdeveloped parkland such as Castle Rock, Lampman, Coulson and Wilson. The theme/name for this proposal is "Building a Better Billings". They are looking at funding these projects through PD1. Rick said they will be putting a presentation together to give the board at the June meeting explaining what their intentions are, costs, and list of parks.

VII. DIVISION REPORTS

A. Recreation Division-Recreation Superintendent Kory Thomson:

A copy of the report is in the 2016 board binder. In addition to his report, Kory reminded everyone of Robin Grinsteiner retirement party. She served the city as Director of the Senior and Community Center for over 40 years.

B. Park/Urban Forestry Division-Park Superintendent Jon Thompson:

A copy of the report is in the 2016 board binder. In addition to his report, Jon said there are 38 shelter rentals and does not include the special events held this week and weekend.

The machine staff is using to remove the ground squirrels has broken down. Working on getting it fixed right away.

C. Park Planning Division-Park Planner Mark Jarvis:

A copy of the report is in the 2016 board binder. No additional comments.

D. Volunteer Coordinator's Report-Chris Waite:

A copy of the report is in the 2016 board binder. No additional comments.

E. Cemetery Division-Cemetery Superintendent Lee Stadtmiller:

A copy of the report is in the 2016 board binder. No additional comments.

VII. ADJOURNMENT

2:45 pm