



Meeting Logistics

Meeting Subject:	BVBA January Board Meeting		
Meeting Location	Tailgators	Date/Time:	1/15/2023 7 P.M.

Board Members / Positions

Stuart Peschel : President (SP)	Matt Gindorff: High School/Legion/JL Rep (MG)	Jared Greenfield: Machine Pitch Rep (JG)
Dan Wrightsman: Vice President (DW)	Nick Jensen: State A 14u,13u,14/13 Rep (NJ)	Brandon Schilling: T-Ball / Rookies Rep (BS)
John Neth: Secretary (JN)	Brian Callahan: Little League Interm. Rep (BC)	Chris Brown: Sponsorship Rep (CB)
Torrey Sundall: Treasurer (TS)	Josh Van Riper: Little League Minor Rep (JV)	Ken Longman: Fundraising Rep (KL)

Meeting Agenda/Minutes

	Topic	Discussion
1.	Determination of Quorum	SP called meeting to order
2.	Approval of Minutes	JG approved, second from DW
3.	Financial Report	No report, Torrey will send out update to members
4.	City Of Brandon Meeting	<ul style="list-style-type: none"> All athletic associations met with City on Wednesday night on MOUs Overall new concept and agreements will be on a recurring 5 year term, see agreement draft in attachment 1 Agreed to pay lights March – August, 20% 1st year, 40% year 2, 60% year 3 and so on Until well is hooked up, we will pay water for irrigation on FNB Agreement draft gong to back Park board to finalize and then to City Council for final approval
5.	State Tourneys	<ul style="list-style-type: none"> Class A State Tournament- With us hosting the 2023 and 2025 9U-12U State Tournament we are unable to host the other Class A Tournaments unless no other team wants it. BVBA is set to host the 9U-12U State Tournament in '24 CB will look into bid process for State Amateur Tournament in '25
6.	Registration update	Registrations are looking good, everyone go register your kids for summer baseball and report any problems to CB and SP
7.	Important dates	<ul style="list-style-type: none"> Feb 17 – summer baseball registrations closes Feb 26 – travel ball tryouts Mar 1 – little league draft 6-8 minors, 8-10 intermediate Umpire Clinic – CB/SP looking Coaches Clinic – March 30th @ Turf 37 Little League Equipment Handout – April 2nd Little League Championship Night – June 30th Youth Umpire Clinic – April 22nd 11 A.M. @ FNB April 23rd 13 – 16U Tryouts 11-4
8.	Bingo	<ul style="list-style-type: none"> 1/21/23 Start 7:30, doors open @ 6:30 Torrey's calling
9.	Projects- Windscreen, Valley Springs, Catchers equip	No update at this meeting



10.	DOB Report <ul style="list-style-type: none"> • Big Field • Small Field 	<ul style="list-style-type: none"> • SP will send out Big Field report, having VanHeel to look at rolling L screens for main field, patch bubba, overall everyone is comfortable with Vanheel spending \$2k on screens. • Small Field – highest #s in hitting league and skills camps, we are at max compacity, Steemken going to discus additional day with Dallas next year
11.	League Reps	<ul style="list-style-type: none"> • Discussion on kids from outside of Brandon registering, rec ball is intended for kids that are part of the Brandon Valley School district, verify the registrations • Everyone is ok with city using snow fence on H, if they use metal poles, they will need to put pool noodles or something to that effect • Discussion on expanding Dibs <ul style="list-style-type: none"> ○ Looking at putting in an additional Dibs for travel parents ○ Parents interested in umpiring and getting Dibs credit – cannot umpire in lieu of their kids in the higher grades, more for lower level parents
12.	Adjourn	CB motioned, JG seconded, meeting adjourned

Action / Follow Up Item(s)

	Item	Assignee
1.		
2.		
3.		

Next Meeting

Date	Time	Location
2/12/2023	7:00 P.M.	Tailgators

2022 – 2023 BVBA Schedule of Events

Date(s)	Event	Time	Location
1/21/2023	BVBA Bingo Night	7 P.M.	Tailgators
2/12/2023	BVBA Board Meeting	7 P.M.	Tailgators
2/25/2023	BVBA Bingo Night	7 P.M.	Tailgators
3/12/2023	BVBA Board Meeting	7 P.M.	Tailgators
4/9/2023	BVBA Board Meeting	7 P.M.	Tailgators
4/28/2023 – 4/30/2023	Slugfest Tournament	All Day	Brandon / Valley Springs
5/14/2023	BVBA Board Meeting	7 P.M.	Tailgators
5/26/2023 – 5/28/2023	Pizza Ranch Tournament	All Day	Brandon / Valley Springs
6/11/2023	BVBA Board Meeting	7 P.M.	Tailgators
6/16/2023 – 6/18/2023	Sunshine Foods Tournament	All Day	Brandon / Valley Springs
7/7/2023 – 7/9/2023	Marlin's Tournament	All Day	Brandon/Valley Springs
7/9/2023	BVBA Board Meeting	7 P.M.	Tailgators
8/13/2023	BVBA Board Meeting	7 P.M.	Tailgators
9/10/2023	BVBA Board Meeting	7 P.M.	Tailgators

**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:

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.