

ABERDEEN PARK & RECREATION BOARD  
REGULAR MEETING  
WEDNESDAY, April 8th, 2026, 12:00 NOON  
ARCC – EAGLES NEST

- I. Call to Order
  - A. Approval of the Agenda
  - B. Open Forum (See Format Guideline at End of Agenda)
  - C. Approval of Minutes
  - D. Financial Statement
  - E. Approval of Bills
  
- II. Order of Business
  - A. Request Approval of Proposed Pet Memorial Policies and Pricing
  - B. Request Authorization to Purchase a New HVAC System for the Cemetery
  - C. Award Bid for Wylie Pavilion Roof Replacement
  - D. Request Approval to Have a Dedicated Space Within Anderson Park for a Veterans Plaza
  - E. Consider Updated Agreement with Aberdeen Swim Club for the Use of the Aberdeen Aquatic Center for 2026 State Swim Meet.
  - F. Approval of Proposed Changes to the Existing Roll-out Agreement
  - G. Request Authorization to Apply for Game, Fish, and Parks Land and Water Conservation Fund Grant
  - H. Request Authorization to Apply for Game, Fish, and Parks Recreational Trails Program Grant
  - I. Request Approval to Purchase Shade Structures for Aberdeen Smittys Project
  - J. Director and Staff Updates
  - K. **Executive Session:** Executive session to discuss legal and contractual matters (SDCL 1-25-2(3) and (4)). No Board action can occur during executive session, but Board action may follow executive session

Motion to Adjourn

1. OPEN FORUM PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE PARKS, RECREATION AND FORESTRY BOARD WITH QUESTIONS, CONCERNS OR COMMENTS ON ITEMS WHICH ARE NOT ON THE AGENDA. OPEN FORUM WILL BE LIMITED TO 10 MINUTES (IF NO ONE IS IN ATTENDANCE FOR THE OPEN FORUM, THE REGULAR MEETING MAY BEGIN) UNLESS A MAJORITY OF THE BOARD AGREES TO EXTEND THE TIME PERIOD. THE OPEN FORUM MAY NOT BE USED TO MAKE PERSONAL ATTACKS, TO AIR PERSONALITY GRIEVANCES, TO MAKE POLITICAL ENDORSEMENTS, OR FOR POLITICAL CAMPAIGN PURPOSES. OPEN FORUM WILL NOT BE USED AS A TIME FOR PROBLEM SOLVING OR REACTING TO THE COMMENTS MADE, BUT, RATHER FOR HEARING THE CITIZEN FOR INFORMATIONAL PURPOSES. THE BOARD MAY RESPOND WITH REQUEST FOR DEPARTMENT STAFF TO FOLLOW UP AND REPORT BACK ON ANY ISSUE RAISED DURING THE PUBLIC ADDRESS TIME. A PRESENTATION MAY NOT EXCEED TWO MINUTES IN DURATION.

2. ADA COMPLIANCE: THE CITY OF ABERDEEN FULLY SUBSCRIBES TO THE PROVISIONS OF THE AMERICAN'S WITH DISABILITIES ACT. IF YOU DESIRE TO ATTEND THIS PUBLIC MEETING AND ARE IN NEED OF SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE PARK AND RECREATION OFFICE AT LEAST 8 HOURS PRIOR TO THE MEETING SO APPROPRIATE AUXILIARY AIDS AND SERVICES CAN BE MADE AVAILABLE. THE PARK, RECREATION AND FORESTRY BOARD MEETS MONTHLY ON THE FIRST WEDNESDAY AFTER THEIR FIRST TUESDAY OF THE MONTH AT NOON.

3. A COPY OF THE SUBJECT MATTER ON THE PARKS, RECREATION AND FORESTRY BOARD MEETING AGENDA IS AVAILABLE FOR PUBLIC DISTRIBUTION AT THE PARKS AND RECREATION OFFICE AND AVAILABLE ON THE DEPARTMENT WEBSITE [www.aberdeen.sd.us](http://www.aberdeen.sd.us)

## **PARK & RECREATION BOARD MEETING**

**Eagles Nest**

**March 4, 2026 – 12:00 NOON**

President David Sandvig called the meeting to order at 12:00 pm.

**Members Present:** Taylor Armstrong, Adam Buckhouse, Jake Cramond, Tarah Heupel, Kristan Morris, David Sandvig and Dewey Tullar. Also, present Char Liebelt, City Council Liaison, and Rich Ward, City Council Liaison.

**Approval of the Agenda:** Dewey Tullar made a motion to approve the agenda. The motion was seconded by Jake Cramond. All present voting aye. Motion carried.

**Open Forum:** No one came forward in the open forum to address the Board.

**Meeting Minutes:** Kristan Morris made a motion to accept the minutes. Motion seconded by Adam Buckhouse. All present voting aye. Motion carried.

**Financial Statements:** February financials were reviewed.

**Bills:** Bills received in the past month and merchant card processing fees for next month were reviewed. Such audited bills and fees for services, supplies, repairs, and maintenance for the Parks, Recreation and Forestry Department will be included in the department bills approved hereafter by the City Council and set forth in the minutes of the City Council.

Kristan Morris made a motion to approve payment of all bills presented, to approve merchant card processing fees for next month, and to authorize the President and Secretary to issue a requisition for a warrant upon the Finance Officer to spend Park and Recreation monies for payment of such bills and fees. Motion seconded by Dewey Tullar. All present voting aye. Motion carried.

### **Order of Business:**

**Award Bids for Wylie Park Deep Well Drilling:** Matt Braun informed the board that no bids were received for the Wylie Park Deep Well Drilling. A discussion was held. Matt Braun requested authorization to negotiate pricing and receive quotes from various companies. Adam Buckhouse made a motion to authorize negotiating and receiving quotes. The motion was seconded by Taylor Armstrong. All present voting aye. Motion carried.

**Award Bids for Chemicals and Fertilizer for the Department:** Matt Braun reviewed with the board the bids received, this is a per line-item bid. Dewey Tullar made a motion to accept the recommended bids by line item. The motion was seconded by Tarah Heupel. All present voting aye. Motion carried. All bids received are on file in the Aberdeen Parks, Recreation and Forestry office.

**Request Authorization to Bid for Pavilion Roof Repairs:** Matt Braun requested authorization to bid for Pavilion Roof Repairs. Dewey Tullar made a motion to authorize to bid for the Pavilion roof repairs. The motion was seconded by Kristan Morris. All present voting aye. Motion carried.

**Request Authorization to Purchase a Dump Box for Cemetery:** Ryan Smith requested permission from the board to purchase a new dump box for the cemetery. Adam Buckhouse made a motion to authorize the purchase of a new dump box for the Cemetery Division in the amount \$14,470, from Safety Service, Inc. The motion was seconded by Dewey Tullar. All present voting aye. Motion Carried. A copy of all quotes received are on file in the Aberdeen Parks, Recreation & Forestry Department.

**Update on Recreational Trails Master Plan:** Tyler Bierman spoke to the board about what has been done recently on the recreational trails master plan. Also discussed were upcoming projects.

**PARK & RECREATION BOARD MEETING**

**Eagles Nest**

**March 4, 2026 – 12:00 NOON**

**Staff Reports:** The supervisors of the various departments spoke about upcoming events.

**Adjournment:** With no further regular business, Dewey Tullar made a motion to adjourn the meeting. Motion was seconded by Taylor Armstrong. All present voting aye. Motion carried. Meeting adjourned.

Submitted by:

\_\_\_\_\_  
Kristan Morris, Secretary

\_\_\_\_\_  
Wende Holzkamm, Office Manager

**Requisition for warrant upon the Finance Officer, pursuant to Aberdeen City Code, Sec. 36-29, for payment of bills and fees as set forth in the above Minutes:**

Signed by:

\_\_\_\_\_  
David Sandvig, President

\_\_\_\_\_  
Date

Countersigned by:

\_\_\_\_\_  
Kristan Morris, Secretary

\_\_\_\_\_  
Date

Date	VENDOR	Name	Cemetery	Mosquito	MOW	Admin	Rec	ARCC	Aq Center	PC Complex	Mun Band	SR Center	Parks	Wylie Park	Forestry	Rides	Concessions	Rec Enterprise	ARCC Enterprise	Paddleboats	Campground	Golf	Gift Fund	Special Tx	Refunds	Total	
2026	NUMBER		208-43700	208-44413	208-44800	208-45110	208-45120	208-45122	208-45123	208-45126	208-45134	208-45140	208-45200	208-45221	208-45240	614-45000	614-45020	614-45120	614-45122	614-45132	614-45150	615-45125	210	508	OTHER		
3/30	10121	RDO EQUIPMENT											2246.32	442.80	236.25											2,925.37	
3/30	10157	DAKOTA DOORS											453.06		250.00											894.72	
3/30	10274	COLE PAPERS						9,494.82	967.30				6344.49	5752.14							6,359.07					28,917.82	
3/30	10278	FARM POWER MFG											171.24													171.24	
3/30	10324	GRAHAM TIRE	806.45																							806.45	
3/30	10360	AUTO VALUE	91.49	90.04									778.21	179.49	63.32											1,335.54	
3/30	10386	HOUSE OF GLASS											81.75													81.75	
3/30	10478	LAWSON PRODUCTS											171.13													171.13	
3/30	10501	MAC'S INC											393.73													423.41	
3/30	10513	ROBIN O'NEILL																	186.30							186.30	
3/30	10535	SEWER DUCK											250.00													250.00	
3/30	10633	DAKOTA SUPPLY GROUP								19.69			31.18								276.03					326.90	
3/30	10650	MIDSTATES GROUP	178.70			600.90	272.85		455.30				1277.30	205.70	410.75			372.55								3,774.05	
3/30	10695	AVERA ST LUKES			8,291.75																					8,291.75	
3/30	10720	SCHWAN WELDING & BOILER											97.64													97.64	
3/30	11066	TOTALLY TUBULAR																								203.13	
3/30	11292	LADNER ELECTRIC						173.67																		173.67	
3/30	11311	NORTHERN TRUCK EQUIP											1936.47													1,936.47	
3/30	11358	DEPENDABLE SANITATION						338.00		100.00		132.00		70.00												912.00	
3/30	11377	BRYAN ROCK PRODUCTS											4622.89													4,622.89	
3/30	11399	WESTERN STATES FIRE PROTECTION								2667.00																	2,667.00
3/30	11417	PRODUCTION MONKEYS																	718.75							718.75	
3/30	11608	PAUER SOUND & MUSIC						657.98																		657.98	
3/30	11655	US POSTAL SERVICE										370.00														370.00	
3/31	11681	AMY LEBEAU																							283.50	283.50	
3/30	11715	DAKOTA OUTDOORS								1619.97																1,619.97	
3/30	11821	BARTON HEATING & AC											400.00		293.96											987.92	
3/30	12001	MTI DISTRIBUTING																								293.96	
3/30	12043	MCMASTER-CARR											568.94													8,698.00	
3/30	12275	KEN'S SUPERFAIR FOODS																15.27								568.94	
3/30	12412	CENTURY BUSINESS PRODUCTS				215.30		34.55		26.12		34.27														15.27	
3/30	12508	MENARDS	151.77					305.13		44.85			1511.46		18.83				23.96	170.42	145.61	593.42				310.24	
3/30	12508	MENARDS																								2,965.45	
3/30	12582	SHANNON BRODERSON																								642.79	
3/30	12729	MCQUILLEN CREATIVE GROUP	107.58				107.57	206.56	107.57				143.84	107.57	107.58				231.00							642.79	
3/31	12785	BORNS GROUP						0.78		0.78										115.44						231.00	
3/30	13112	POMPS TIRE SERVICE												306.49												888.27	
3/30	13144	MV SPORT-MV CORP																								117.00	
3/30	13282	DAKOTA OIL											2367.96		700.00			3,277.30								306.49	
3/30	13423	ADVANCE AUTO PARTS																								3,277.30	
3/30	13445	DAKOTA POTTERS SUPPLY						8,053.21																		700.00	
3/30	13496	JORDAN MENKEN																	4689.40							87.85	
3/30	13534	INGRAM LIBRARY SERVICES																	609.00							12,742.61	
3/30	13619	PLUNKETT'S PEST CONTROL								240.00				91.54							200.00	81.12				609.00	
3/30	13810	RANDY MURPHY																								494.84	
3/30	13833	ABERDEEN CHRYSLER CENTER												300.00												693.00	
4/1	13974	VESTIS GROUP	105.85					722.19		371.36		312.21	153.71	81.04	78.86						444.57					300.00	
3/30	14177	GRAINGER						661.29		18.88			181.42													2,267.79	
3/30	14190	GEFFDOG DESIGNS											1711.00	800.00												1,190.59	
3/30	14245	CRESCENT ELECTRIC								211.87																2,511.00	
3/30	14343	BUILDERS FIRSTSOURCE											25.40													211.87	
3/30	14368	ASSOCIATED SUPPLY CO							1847.71																	25.40	
3/30	14461	LINDE GAS & EQUIP						32.99					91.85		50.00											211.87	
3/30	14469	G & R CONTROLS						1,232.50																		25.40	
3/30	14496	TRI-STATE WATER				36.00						31.50														25.40	
3/30	14584	DOMINO'S PIZZA																								25.40	
3/30	15148	CWF MASONRY & CONSTRUCTION											4607.15						409.47							25.40	
3/30	15244	JACKIE WITLOCK			31.92							67.90														25.40	
3/30	15256	DOCKENDORF EQUIP											300.00		155.15											25.40	
3/30	15277	MEGAN KUSLER																								25.40	
3/30	15280	HAAR PLUMBING & HEATING						1,585.07																		25.40	
3/30	15372	AUTOZONE													15.02												25.40
3/30	15379	JONATHON MURDY																								25.40	
3/30	15404	RUNNINGS													12.28											25.40	
3/30	15404	RUNNINGS	177.45					993.01					1092.28	53.12	657.46											12.28	
3/30	15629	VERMEER EQUIPMENT													809.10											12.28	
3/30	15670	LIGHTSPEED COMMERCE																								12.28	
3/30	15861	HAPPYORNOT AMERICAS																								12.28	
3/30	15879	VECTOR DISEASE CONTROL		11,000.00												1,450.00	1,423.51				600.00					3,904.17	
3/30	15959	FIRE SAFETY FIRST									70.50															809.10	
3/30	16010	KATRINA HOLZKAMM																								4,270.00	
3/30	16024	CHELSEY ALBRECHT																								4,270.00	
3/30	16146	CHELSEE SHORTT																								4,270.00	
3/30	16161	PGW AUTOGLASS											197.32													4,270.00	
3/31	16191	SIMPSON & ASSOCIATES																								4,270.00	
3/30		FREEDOM & GLORY											645.90									8,000.00				197.32	
																										8,000.00	
																										645.90	
																										645.90	
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# Riverside Pet Memorial Garden

## 2026 Fees

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<b>Sale of Space (3'x5')</b>	\$ 200.00
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### **Interment\*\***

Cremation or Extra Small Pet(0-2 lbs)	\$ 50.00
Small Pet (3-20 lbs)	\$ 75.00
Medium Pet (21-55 lbs)	\$ 125.00
Large Pet (56-90 lbs)	\$ 150.00
XL Pet (91-110+)	\$ 175.00

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### **Disinterment**

All sizes	2 Times Interment Rate
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### **Other Fees:**

Recording Fee	\$ 10.00
Temporary Marker	\$ 10.00
Setting Application fee for memorials	\$ 35.00
After Hours Fee	\$ 350.00
Saturday Fee	\$ 350.00
Winter surcharge/grave thawing	\$ 100.00
**Burial may not always be possible in winter months	
Graveside Service Setup	\$ 100.00

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### **Burial Containers**

Euthabag

All Sizes

Custom Quote

Plastic or Steel Casket

All Sizes

Custom Quote

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\*\*All pet sizes are estimates. Some pets may require the next larger container based on their physical size.

**CITY OF ABERDEEN**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**  
\*\*\*\*\*

**POLICY RE:** General Care and Management of Pet Memorial Garden

**DATE APPROVED:** \_\_\_\_\_

**AUTHORITY:** Park and Recreation Board

**DIVISION:** Cemetery

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**STATEMENT OF POLICY**

The Aberdeen City Code at Chapter 16 provides that the care and management of city cemeteries shall be under the control of the Park and Recreation Board appointed by the City Council. Fulfilling the responsibilities of caring for the city cemeteries requires adoption of rules and regulations for the orderly administration of cemeteries. The following policies establish acceptable practices for the care and management of the Pet Memorial Garden and help identify the rights, duties, and obligations of the City, the public, and the users of the cemeteries.

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**1. PURPOSE**

The purpose of this policy is to:

- Provide clear guidance for the management and use of the Pet Memorial Garden.
- Ensure compliance with applicable laws, ordinances, and cemetery standards.
- Maintain the dignity and appearance of Riverside Memorial Cemetery; and
- Establish responsibilities for pet owners and space owners.

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**2. SCOPE**

This policy applies to all pet burial spaces, interments, memorials, visitors, and activities within the Pet Memorial Garden at Riverside Memorial Cemetery.

Unless otherwise stated, all provisions of City Cemeteries Policy No. 7110 apply.

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**3. DEFINITIONS**

- **Pet Remains:** The body or cremated remains of a domesticated companion animal, including but not limited to dogs, cats, small mammals, and birds.
- **Pet Owner:** The individual legally responsible for the care and disposition of the pet.
- **Space Owner:** The individual(s) who have executed a Pet Burial Space Purchase Agreement with the City.

#### **4. AUTHORIZATION AND DOCUMENTATION**

- (a) A Pet Memorial Space Purchase Agreement and a Pet Interment Agreement must be completed and approved prior to scheduling any interment or placement of cremated remains.
  - (b) Cemetery staff shall verify the assigned space, interment method, and compliance with approved burial sections and City ordinances prior to service.
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#### **5. BURIAL STANDARDS**

- (a) Interment of pet remains is permitted only within the designated Pet Memorial Garden.
  - (b) All burials shall be conducted at approved depths and locations in accordance with public health, environmental, and operational requirements.
  - (c) Burial containers must be one of the following:
    - (1) Full Body:
      - a. Euthabag or equivalent waterproof and non-biodegradable bag.
      - b. Plastic or steel, sealed casket.
    - (2) Cremains:
      - a. Any container is acceptable.
  - (d) A maximum of three (3) interments per space is permitted, limited to the following combinations based on container size:
    - Two extra small pets and one pet cremains
    - Two small pets and one pet cremains
    - Two medium pets and one pet cremains
    - One large pet and two pet cremains
    - One extra-large (XL) pet and two pet cremains
    - Three extra small pets
    - Three pet cremains
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#### **6. MEMORIALS, MARKERS, AND DECORATIONS**

- (a) All graves must be marked with a temporary marker after burial. This marker will be removed when a permanent marker is purchased.
- (b) All memorial markers, plaques, and monuments require prior approval from cemetery management regarding size, material, and design.
- (c) Only one upright memorial is permitted per burial space. All additional memorials must be flush with the ground.
- (d) Decorations shall comply with cemetery rules applicable to human gravesites.
- (e) The City reserves the right to remove unauthorized, unsafe, or deteriorated items without prior notice.

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## **7. VISITING HOURS AND CONDUCT**

- (a) The Pet Memorial Garden shall be open during standard cemetery hours: 8:00 a.m. to sunset.
- (b) All visitors shall conduct themselves in a respectful and dignified manner consistent with the purpose of the cemetery.

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## **8. PETS ON CEMETERY GROUNDS**

- (a) Pets accompanying visitors must be leashed and under control at all times in accordance with City Code Section 6-32.
- (b) Pet owners are responsible for the prompt and proper disposal of pet waste in accordance with City Code Section 6-42.

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## **9. FEES AND PAYMENTS**

- (a) Fees for pet memorial spaces, interment services, and placement of cremated remains shall be established by the City or by ordinance and must be paid in full prior to service.
- (b) Any additional service fees, including but not limited to after-hours services or seasonal surcharges, shall be disclosed at the time of agreement.

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## **10. LIABILITY AND MAINTENANCE**

- (a) The City of Aberdeen and Riverside Memorial Cemetery assume no liability for damage, theft, or loss of memorials or personal items placed at pet burial sites.

- (b) Space owners are responsible for maintaining memorials in compliance with cemetery standards.

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## **11. ADMINISTRATION AND AMENDMENTS**

- (a) This policy shall be administered by the Cemetery Division of the Department of Parks, Recreation and Forestry.
- (b) The City reserves the right to amend this policy as necessary to reflect changes in law, operational requirements, or community standards.

## Cemetery HVAC Quotes

Heat Pump System and Electric Air Handler

Additional:  
High Voltage Electrical

Total Quote

HASE Plumbing, Heating and AC	Climate Control	Barton Heating and AC
\$9,450	\$12,659	\$15,704
	(\$500)	
\$9,450	\$12,159	\$15,704

<b>BID TABULATION</b>		
<b>Wylie Park Pavilion Roof</b>		
<b>Bid Opening: Tuesday, March 31, 2026 - 2:00 PM</b>		
<b>Bid Items</b>	<b>All Over Roofing</b>	
Base Bid #1	\$	<b>89,558.86</b>
Alternate #1	\$	<b>61,749.78</b>



# Naming Request: Veterans Plaza at Anderson Park

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**Submitted To:**

Aberdeen Park and Recreation Board

**Submitted By:**

Matt Braun, Director  
Aberdeen Parks, Recreation and Forestry

**Proposed Name:**

Veterans Plaza

**Location:**

A designated area within Anderson Park. See attached map for specific boundaries.

**Description of Feature:**

Veterans Plaza will serve as a centralized memorial and gathering space within Anderson Park. The plaza is intended to include existing and future veteran memorial elements, such as plaques, benches, potential memorial walls, and other commemorative features. The space will be integrated with planned park improvements including trails, landscaping, and seating areas.

**Purpose and Justification:**

The purpose of naming this area Veterans Plaza is to create a unified and respectful space to honor the service and sacrifice of veterans. This designation will provide a cohesive framework for current and future memorials, ensuring consistency and long-term sustainability within Anderson Park. The name reflects the importance of veteran recognition within the community and aligns with ongoing efforts to thoughtfully plan and enhance the park.

**Policy Alignment:**

This request is consistent with City of Aberdeen Policy 3131. It represents the naming of a specific feature within a park, not the renaming of Anderson Park. The proposed name has

symbolic value, honors individuals of continued importance to the community, and contributes positively to the identity of the park.

**Supporting Information:**

This request is supported by ongoing discussions with local veteran organizations and stakeholders, including the American Legion, DAV, Old Cronies, 40&8, AAVI, VFW, and others. Additional input may be incorporated as part of the review process.

**Attachments:**

- Map showing proposed Veterans Plaza boundaries



## AGREEMENT

Agreement made this 30 day of March, 2026, by and between the Aberdeen Swim Club, hereinafter, referred to as "Club" and the City of Aberdeen, through its Park and Recreation Board, hereinafter referred to as "Board".

For and in consideration of the mutual benefits to accrue from the performance of the covenants herein contained the parties hereby agree as follows:

1. PURPOSE: The purpose of this agreement is to set forth the terms and conditions whereby the Club shall be permitted to use the Aberdeen Aquatic Center to conduct the South Dakota Long Course A Championship Meet.
2. CLUB OBLIGATIONS: The Club shall provide qualified officials and will organize, supervise and conduct the South Dakota State A Swim Meet at the Aberdeen Aquatic Center outlined herein. The program is scheduled to consist of sessions in the competition pool starting Friday, July 24, 2026 and concluding on Sunday, July 26, 2026. The Club shall have full use of the competition pool during the event period.

The Club shall have use of the competitive pool to host the South Dakota A Championship Swim Meet July 24 – July 26, 2026. The date shall not conflict with other aquatic center activities. The Club shall pay the Board a fee of \$750 per day for the use of the aquatic center for the meet. The Club shall be responsible for providing flags, timing equipment and other required equipment. The Board reserves the right to operate the leisure pool and all other areas of the aquatic center during times when the swim meet is being conducted. The Club shall coordinate all aspects of conducting the swim meet with the Board's Aquatic Supervisor in order that the swim meet and general public have access to and use of the aquatic center and the meet conducted in an orderly and efficient fashion. All Club members shall be required to park in the parking lot on the east side of the Moccasin Creek during swim meet activities. The volume of the swim meet public address system shall be maintained at an acceptable level. The Board's Aquatic Supervisor shall have final decision making authority in regards to operational procedures associated with use of the aquatic center during swim meets. The Club may operate a concession to accommodate swim meet patrons during the meet. The Club shall provide a list of concession items to be sold and a price list two weeks prior to the meet. The Board reserves the right to operate the Aquatic Center concession stand during the meet. The Club shall designate a Meet Director responsible for all aspects of the meet including set up, cleanup and safety. The Club shall be required to furnish a dumpster for the concession and swim meet refuse and shall pay all expenses associated with the dumpster. Guidelines for all of these shall be coordinated with the Board's Aquatic Supervisor at least one month prior to the event.

The Club shall be responsible for all promotion, registration, record keeping, recruiting of staff, supervision of staff and programming associated with offering a swim team program. The Club agrees to leave the premises each day in as good condition as found.

The Club may not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate nor permit discrimination against any person or group of persons in the use of the Aberdeen Aquatic Center for swimming competition in any manner prohibited by local, state, or federal laws. The Club further agrees to comply with the requirements made to enforce the foregoing which may be required of or by the Board.

The Club will be liable for any and all damages done to any part of the City's property and equipment by the program while the Club is on the premises.

3. **BOARD OBLIGATIONS:** The Board will provide access to the Aberdeen Aquatic Center during the schedule stated above. The Board will provide maintenance to ensure the pool is available to the Club during the designated use periods.

The Board agrees to provide the following services:

- a. Raise the low diving boards for swim meets.
  - b. Make available the use of the PA system to be operated by the Club during the swim meet.
  - c. Provide access to the picnic shelter and lawn area during swim meets.
  - d. Provide extra workers to assist the Club with set-up of the bleachers, concession area and shelter.
  - e. Provide a lifeguard at all times to assist the Club in their swim meet to ensure the safety and maintenance of the facility.
  - f. The Board shall provide lane ropes, reels, and stanchion poles for Club practices and meets.
  - g. The Board shall provide storage for the lane ropes, reels and flags in the storage building located southwest of the competition pool.
  - h. The Board shall furnish a set of keys to the Club for access to the aquatic center. The Club agrees that additional keys shall not be duplicated.
4. **LIABILITY & INDEMNITY:** The Club agrees to defend, indemnify and save harmless the City from any and all claims, damages, costs, and expenses, including reasonable attorney fees, arising out of or in connection with the conduct or management of the business conducted by the Club. The City shall not be liable and the Club waives all claims for damages to person(s) or property sustained by the Club, its agents, servants, invitees, and customers resulting from the condition of the facility in which the leased premises are situated or resulting from any accident in or about said building or said leased premises.

5. INSURANCE: The Club shall purchase and maintain at a minimum the following insurance during the term of this agreement:
  - a. Worker's Compensation coverage as required by law, including Employer's Liability Insurance of not less than:
 

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit
  - b. Commercial General Liability Insurance with a Combined Single Limit of Liability of not less than:
 

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury Each Person	\$1,000,000
Advertising Injury Each Person Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
  - c. The City shall be endorsed to the required policy or policies as an additional insured. The Club shall notify the Board immediately if there is a cancellation or change of coverage in the policy.
  
6. ASSIGNMENT: This Agreement shall not be assigned nor any right hereunder assigned or sublet by the Club without written consent of the Board.
  
7. TERMINATION: If either party shall fail to perform any of the obligations established by this agreement, the agreement may be terminated by the other party upon thirty (30) days notice in writing thereof.
  
8. TERM: The term of this agreement shall be for the State A Swim Meet dates of July 24 – July 26, 2026
  
9. The Aberdeen Swim Club shall not, in any manner, alter any part of the facility without approval of the Parks, Recreation and Forestry Department and all expense shall be borne solely by the Aberdeen Swim Club unless otherwise agreed upon. The Aberdeen Swim Club shall be responsible for damages which may occur to the facility which relate directly to their utilization.
  
10. The Aberdeen Swim Club agrees that a representative of the Parks, Recreation and Forestry Department may enter upon the used facilities at all reasonable times to make inspections in conformity with this Facility Use Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

ABERDEEN PARK & RECREATION BOARD

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Secretary)

ABERDEEN SWIM CLUB

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Coach

\*\*\*\*\*

The agreement is in due form according to law and is hereby approved.

ABERDEEN, SOUTH DAKOTA

\_\_\_\_\_  
City Attorney

## **AMENDED AND RESTATED**

### **WYLIE PARK CONCESSION AGREEMENT**

(2026 SEASON)

This AMENDED AND RESTATED WYLIE PARK CONCESSION AGREEMENT (“Agreement”) is entered into by and between the CITY OF ABERDEEN, a South Dakota municipal corporation (“City”), acting by and through the ABERDEEN PARK AND RECREATION BOARD (“Board”), and ROLL-OUT, LLC, a South Dakota limited liability company (“Concession Operator”).

This Agreement shall be effective April 1, 2026 (“Effective Date”).

This Agreement supersedes and replaces prior concession agreements between the parties for the 2026 season.

#### **1. PURPOSE**

The purpose of this Agreement is to establish the responsibilities of the City and the Concession Operator for the operation of concession and rental services at Wylie Park.

#### **2. TERM**

The term of this Agreement shall commence April 1, 2026 and shall expire March 31, 2027, unless sooner terminated as provided herein.

This is a fixed one-year agreement. Renewal, if any, shall require Board approval and written agreement of the parties.

#### **3. PREMISES**

The City grants to the Concession Operator exclusive use of the areas identified on **Exhibit A**, including:

1. **Concessions/Bathroom Building** (approx. 240 sq. ft.)
  - Exclusive use of the concession portion only.
  - Restrooms remain public and under City control.
2. **Storage Shelter** (approx. 270 sq. ft.)
3. **Rental Shack** (approx. 125 sq. ft.)
4. **Fenced Bay Storage Area** for watercraft and related equipment.

All areas are further described and outlined on Exhibit A. The City retains all rights not expressly granted.

#### **4. SCOPE OF OPERATIONS**

##### **A. Concession Operator-Owned Operations**

Concession Operator may:

- Rent in-line skates
- Rent bicycles and Class 1 electric bicycles (owned by Concession Operator)
- Sell apparel and related merchandise
- Sell approved food and beverage items
- Conduct other related rental or vending activities approved by the Director

##### **B. City Watercraft Rental Operations (2026 Only)**

For the term of this Agreement, Concession Operator is authorized to operate the City-owned watercraft rental concession, including equipment listed in **Exhibit B**, consisting of:

- 6 Paddle Boats (5 operational; 1 for parts)
- 2 Paddleboards
- 4 Canoes
- 4 Kayaks (Funyaks)

The City retains ownership of all City Watercraft and associated safety equipment.

#### **5. RESPONSIBILITIES – CITY WATERCRAFT**

##### **A. Concession Operator Responsibilities**

Concession Operator shall:

- Provide staffing and customer service
- Handle daily set-up and closing
- Maintain organized storage
- Keep the rental and fenced areas clean and orderly
- Track revenues separately as required in Section 9
- Ensure all required safety equipment (including life jackets provided by the City) is properly distributed and used in accordance with City policy

## **B. Compliance With City Policies and Procedures**

Concession Operator shall operate all City Watercraft rentals in accordance with the City's written policies and procedures, including but not limited to safety requirements, equipment checkout procedures, age requirements, waiver procedures, emergency response protocols, and incident reporting requirements, as may be updated from time to time by the Director.

Concession Operator acknowledges receipt of such policies and agrees to train its employees accordingly.

Failure to comply with City policies and procedures shall constitute a material breach of this Agreement.

## **C. City Responsibilities**

The City shall:

- Maintain ownership of equipment
- Perform minor maintenance and repairs
- Cover replacement costs
- Maintain the public kayak launch
- Provide general liability and property insurance for City Watercraft

The public kayak launch remains open to the public and is not exclusive to Concession Operator.

## **6. CONCESSION FEES**

### **A. Concession Operator-Owned Operations**

Concession Operator shall pay to the City:

- Ten percent (10%) of gross sales from rental of Concession Operator-owned equipment; and
- Two percent (2%) of gross sales from sale of goods and merchandise.

### **B. City Watercraft Rentals**

For the term of this Agreement, no percentage fee shall be owed to the City for revenue derived from City Watercraft rentals.

## **7. HOURS OF OPERATION**

The general concession season is April 15 through October 15.

Concession Operator shall submit proposed operating hours to the Director at least fourteen (14) days prior to opening for the season. Hours are subject to Director approval.

Weather-related closures shall be at the discretion of Concession Operator.

## **8. PRICING / RATES**

Concession Operator shall submit a complete list of items to be sold or rented, together with all proposed pricing, to the Director for review and approval at least fourteen (14) days prior to opening for the season.

Concession Operator shall not modify pricing during the season without prior written approval of the Director. Approval shall not be unreasonably withheld.

Rates for all City Watercraft rentals shall be established by the Board and/or Director. Concession Operator shall charge only those rates approved by the City for City Watercraft rentals.

## **9. REPORTING AND ACCOUNTING**

Monthly reports and payments shall be due to the Parks, Recreation & Forestry Department on the 10th day of each month.

Concession Operator shall maintain separate accounting for:

1. Concession Operator-owned operations; and
2. City Watercraft rental operations.

The City retains full audit rights.

## **10. UTILITIES**

The City shall provide water and electricity.

Concession Operator shall be responsible for internet service, if any.

## **11. EMPLOYEES**

Concession Operator shall:

- Provide adequate staffing
- Maintain professional standards
- Maintain workers' compensation insurance
- Ensure employees are clearly identifiable as Roll-Out staff

Employees are not City employees.

## **12. PROMOTIONS**

Concession Operator agrees to honor City-approved promotions, discounts, and free rental programs established for the 2026 season.

## **13. INSURANCE**

### **City Shall Maintain:**

- General liability and property insurance covering City-owned buildings and City Watercraft.

### **Concession Operator Shall Maintain:**

- Public liability insurance for its own operations and equipment;
- Workers' compensation insurance;
- Property coverage for its own equipment.

Proof of insurance shall be provided upon request.

## **14. INCIDENT REPORTING**

Concession Operator shall:

- Immediately contact law enforcement/dispatch upon any report of a missing child.
- Promptly notify the Director of any missing child report, serious injury, emergency event, or other significant incident occurring in or around the Premises.

Concession Operator employees are not lifeguards. There are no lifeguards on duty at the lake.

## **15. INDEMNIFICATION**

Concession Operator shall indemnify, defend, and hold harmless the City, Board, and their officers and employees from claims arising out of Concession Operator's operations, to the fullest extent permitted by law.

## **16. INDEPENDENT CONTRACTOR**

Concession Operator is an independent contractor and not an agent or employee of the City.

## **17. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice.

The Board may terminate immediately for material breach or unsatisfactory performance.

**18. NOTICES**

City:  
Matt Braun- Director of Parks, Recreation, and Forestry  
Aberdeen Parks, Recreation & Forestry  
225 Third Ave SE  
Aberdeen, SD 57401

Concession Operator:  
Keith Wilkinson- Roll-Out, LLC  
1205 4th Ave SW  
Aberdeen, SD 57401

**19. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of South Dakota. Venue shall lie in Brown County.

**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties for the 2026 season and may be amended only in writing signed by both parties.

**SIGNATURES**

PARK BOARD PRESIDENT

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

PARK BOARD SECRETARY

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

CONCESSION OPERATOR:  
ROLL-OUT, LLC

By: \_\_\_\_\_  
Keith Wilkinson, Member

Date: \_\_\_\_\_

**EXHIBIT A – PREMISES MAP**

Concessions/Bathroom Building – Blue

Storage Shelter – Red

Rental Shack – Green

Fenced Bay Area – Purple



## **EXHIBIT B – CITY WATERCRAFT INVENTORY**

- 6 Paddle Boats (5 operational; 1 parts)
- 2 Paddleboards
- 4 Canoes
- 4 Kayaks (Funyaks)

## **Parks, Recreation and Forestry Board Meeting Dates**

Date	Location
January 7th, 2026	Eagles Nest-ARCC
February 4th, 2026	Eagles Nest-ARCC
March 4th, 2026	Eagles Nest-ARCC
April 8th, 2026	Eagles Nest-ARCC
May 6th, 2026	Eagles Nest-ARCC
June 3rd, 2026	Eagles Nest-ARCC
July 8th, 2026	Alumni Room-ARCC
August 5th, 2026	Eagles Nest-ARCC
September 2nd, 2026	Eagles Nest-ARCC
October 14th, 2026	Eagles Nest-ARCC
November 4th, 2026	Eagles Nest-ARCC
December 2nd, 2026	Eagles Nest-ARCC