



Board of Park Commissioners
Finance Committee
Wednesday, May 18, 2022 at 5:00 p.m.
Youth and Community Services -51 High Street
Special Meeting Agenda

1) Call to Order

- a. Attendance

2) Acceptance of meeting minutes

- a. February 16th, 2022 Special Meeting Minutes
Documents: Attachment A (Pg. 2)

3) Old Business

- a. Review fee schedule master grid and take action as necessary
- b. Review of the Bristol Blues Contract
Documents: Attachment B (Pgs. 3-8)
- c. By Commissioners

4) New Business

- a. Review the Superintendent's proposed FY 24 Budget Timeline and Process
Documents: Attachment C (Pg. 9)
- b. By Commissioners

5) Adjourn

Respectfully submitted,

Jazzya Coakley
Recording Secretary
Board of Park Commissioners



Board of Park Commissioners
Finance Committee
Wednesday, February 16th, 2022 at 4:00 p.m.
Youth and Community Services -51 High Street
Special Meeting Minutes

1) Call to Order

- a. Chair Robert Fiorito called the meeting to order at 4:03 p.m.
- b. Attendance:

Present: Robert Fiorito, Chair
Sandra Bogdanski, Commissioner
Andrew Howe, City Council Liaison

Sarah Larson, Deputy Superintendent
Dr. Joshua Medeiros, Superintendent

Absent: Robert Lawson, Commissioner

2) Acceptance of meeting minutes

- a. **MOTION:** Made by Commissioner Bogdanski to accept the Budget & Finance Committee November 17th, 2021 Special Meeting Minutes.
Seconded by: Chair Fiorito, all in favor; motion carried.

3) Old Business

- a. Superintendent Medeiros presented current Bristol Blues Contract. Discussion followed.
- b. Superintendent Medeiros presented current Aquatics fee schedule. Discussion followed.
- c. By Commissioners: None.

4) New Business

- a. The committee discussed the priority Strategic Plan goals for Finance Committee.
- b. Superintendent Medeiros reviewed the master grid of department fee schedules with community comparisons. Discussion followed.
- c. By Commissioners: None.

5) Other Business

- a. By Commissioners: None.

6) Adjourn

- a. **MOTION:** Made by Chair Fiorito to adjourn the meeting at 4:56 p.m.
Seconded by: Commissioner Bogdanski, all in favor; motion carried.

Respectfully submitted,

Jazzya Coakley
Recording Secretary
Board of Park Commissioners

AMENDMENT
TO THE AGREEMENT

BY AND BETWEEN THE CITY OF BRISTOL
(Hereinafter "City")

AND

THE BRISTOL BLUES BASEBALL CLUB, INC.
(Hereinafter "BBBC")

WHEREAS, on August 22, 2017 the City and the BBBC entered into an agreement for the use and operation of City property known as Muzzy Field; and

WHEREAS, the City and the BBBC agree that certain conditions have changed which require the amendment of the August 22, 2017 agreement;

NOW, THEREFORE, the parties do agree as follows:

Paragraph 1 of the Agreement is modified and shall read as follows:

In consideration of the following annual payments: Year 1 \$12,000.00 payable in advance on the first day of June, 2018, Year 2, \$12,750.00 payable in advance on the first day of June, 2019, Year 3, (June 2020) \$0.00*, Year 4 \$10,422.50* payable in advance on the first day of June, 2021 and Year 5, \$10,630.74* payable in advance on the first day of June 2022 and other good and valuable consideration, the City grants to said BBBC the license, right and privilege to use certain City property as hereinafter described, for the purposes of conducting athletic competition and other activities related to the game of collegiate baseball and other events. For BBBC sponsored tournaments or special events (outside of regular season games) the BBBC will be charged for and responsible for paying all City staffing, equipment and rental fees, including the Showmobile. *These amounts are based on a 22 game season. Any additional regular season games or playoff games will be assessed and the BBBC agrees to pay a fee of \$750.00 per game.

All other paragraphs of the August 22, 2017 Agreement shall remain in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

WITNESSES:

Tal Babin
Sam

Joanne H. Dabkowski

CITY OF BRISTOL:

Ellen Zoppo-Sassu
Ellen Zoppo-Sassu
Its Mayor

BRISTOL BLUES BASEBALL CLUB, INC.

Robert G. Dabkowski
Robert G. Dabkowski
Duly authorized

AGREEMENT

Agreement made this 22^d day of August, 2017 and between the City of Bristol (hereinafter called the "City") a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut and the Bristol Blues Baseball Club (hereinafter called "BBBC") a corporation organized under the laws of the State of Connecticut and having its office in the City of Bristol, County of Hartford and State of Connecticut.

WITNESSETH:

- 1) In consideration of the following annual payments: Year 1, \$12,500.00 payable in advance on the first day of June, 2018, Year 2, \$12,750.00 payable in advance on the first day June 2019, Year 3, \$13,005.00 payable in advance on the first day of June 2020, Year 4, \$13,265.00 payable in advance on the first day of June, 2021 and year 5, \$13,530.00 payable in advance on the first day of June 2022 and other good and valuable consideration, the City grants to said BBBC the license, right and privilege to use certain City property as hereinafter described, for the purposes of conducting athletic competition and other activities related to the game of baseball and other events.
- 2) These activities shall be conducted on that portion of City property known as Muzzy Field, which shall include the exclusive right to park in the parking areas designated exclusive parking (as shown on the attached Exhibit "A") during the time that BBBC is conducting activities and non-exclusive right to park at any time in the non-exclusive parking areas and the non-exclusive right to park in the exclusive parking areas when BBBC is not conducting activities.
- 3) The term of this agreement shall be as follows:
 - a) Five Years commencing on January 1, 2018 and shall terminate on December 31, 2022.
 - b) Three (3) months prior to the commencement of the Agreement or its renewal, BBBC shall submit to the Board of Park Commissioners a letter of intent requesting renewal.
- 4) It is mutually agreed that BBBC shall not have, nor acquire, any title to said property, or to fixed improvements constructed or to be constructed thereon, and, at the termination of this Agreement, shall have no cause, right or claim against the City and shall then peaceably vacate said premise.
- 5) BBBC agrees to observe the following conditions:
 - a) BBBC shall not make temporary or permanent alterations to the facility and parking areas, nor construct any structure thereon without the written permission of the Board of Park Commissioners. Future improvements such as storage sheds, tents, shelters or similar items shall not commenced without the written permission of the Board of Park Commissioners.
 - b) BBBC, at its expense, shall take reasonable and timely measures to maintain public order, peace and quiet during its activities including arrangements for suitable medical, police, firefighter presence as maybe indicated or become apparent for and during such activities.
 - c) BBBC agrees to comply with applicable city ordinances, state and federal statutes and shall require their members, guests and patrons to do the same.
 - d) BBBC has the right to sell beer and wine only during BBBC activities and /or other events, in areas designated by the Board of Park Commissioners and shall secure all necessary licenses, permits and insurance. All beer and wine sales shall be dispensed in plastic or aluminum containers, bottles, cups, pouches. All beer and wines sales will terminate at the end of the seventh (7th) inning of each baseball contest. For a fireworks event that follows a

- e) Baseball contest, beer and wine sales will terminate at the end of the baseball contest. For all other special events, beer and wine sales will terminate at the end of the event.
 - f) BBBC shall provide to the Board of Park Commissioners a written schedule of events which it shall conduct or sponsor on a quarterly basis (Jan-March; April-June; July-Sept.; Oct.-Dec.) and shall provide ten (10) days written notice of change in said calendar. All other non-sporting events must be presented to the Board of Park Commissioners for approval.
 - g) It is expressly understood that this Agreement does not grant exclusive rights to Muzzy field for the use of the field. The City expressly retains the rights to use said premises for other activities or designees throughout the term of this Agreement provided that BBBC has no scheduled program events or contests at such time. All other events shall be presented to BBBC on or about February 1, of each for scheduling purposes.
 - h) BBBC has no right to sell or assign any rights granted under this agreement.
 - i) The City does grant to the BBBC the exclusive right and the BBBC does accept from the City the exclusive right and agrees to operate concessions at Muzzy Field under the terms specified herein.
 - j) BBBC agrees to sell on the concession site, food, beverages, including soft drinks, ice cream, nuts, candy and other refreshments approved by the Board of Park Commissioners. Beer and wines sales are permitted during BBBC activities and/or other events.
 - k) BBBC agrees to provide the City of Bristol with a certificate of insurance in accordance with the specifications as adopted by the City, and indemnify, defend and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by BBBC in the performance of this agreement.
 - l) The City shall have the right at any time to terminate the concession by giving thirty (30) days written notice to BBBC. The BBBC shall have thirty (30) days after receipt of written notice to cure any non-compliance complaints by the City. However, if the BBBC is in compliance with all the terms of this agreement, the City shall refund any compensation paid by BBBC on a pro-rata basis based on the length of the performance.
 - m) The BBBC agrees to pay the City an annual concession fee of \$2,050.00 on or before July 1, 2018 and annually thereafter on July 1, of each then current year.
 - n) The BBBC must keep the concession areas clean and neat at all times. All attendants shall always be clean as to their appearance and dress. The BBBC shall provide enough attendants to take care of the public's wants with reasonable promptness. The BBBC shall furnish its own equipment and furniture necessary for the operation of the concession. BBBC must furnish at their expense any and all permits, health or otherwise for the transaction of business. All work done and equipment used shall comply with all pertinent OSHA, Federal, State and Local regulations. The utility costs shall be paid by the City of Bristol. The concession shall operate at all times when functions are held within the facility. BBBC shall comply in all aspects with Equal Employment Opportunity Act and Affirmative Action Plan. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this agreement.
- 6) In the event that any concession site contemplated herein shall be partially or totally destroyed by fire or other casualty, so as to render them inoperable, either the City or the BBBC may elect to withdraw such concession site from this agreement and said concession site shall be released

- from the terms of this agreement. Such election shall be made by written notice to the other party.
- 7) The BBBC shall not assign or transfer its right and privileges granted under this agreement either in whole or in part, without first obtaining the written consent of the City and Board of Park Commissioners.
 - 8) The BBBC is granted the right to seek up to thirty seven (37) 8' X 16' advertising signs to be painted on the Muzzy Field outfield fence. BBBC must purchase and maintain said fence advertising throughout the duration of this agreement. Maintenance shall, at the expense of BBBC, include any repair, repainting, updates, changes or alterations. BBBC agrees to pay to the City of Bristol, a fee of 5% per sign annually, on or before July 1, 2018 and July 1, of each year thereafter during the term of this agreement in consideration of the privilege to advertise at Muzzy Field. BBBC agrees to allow the City of Bristol to retain its 8 X16 signage "Bristol is All Heart" during the term of this agreement at no cost to either party.
 - 9) The BBBC is granted the right to seek and display advertising on the Muzzy Field Baseball Scoreboard. BBBC will be required, at its own expense, to purchase, paint, install and maintain said advertising throughout the duration of this agreement. Maintenance shall, at the expense of BBBC, include any repair, repainting, updates and changes. BBBC agrees to restore Muzzy Field outfield fencing and scoreboard to its original condition upon removal of any advertising, at its own expense.
 - 10) It is further agreed that if BBBC violates any of the provisions of this Agreement, then this Agreement shall thereupon, by virtue of this express stipulation therein expire and terminate any BBBC privilege to operate or use said premises shall be automatically forfeited. The City shall give BBBC thirty (30) days written notice of any breach of this obligation and BBBC shall have thirty (30) days from the date of receipt of notice to cure said breach.
 - 11) Notice shall be sent to the parties at the following addresses:

The Honorable Kenneth B. Cockayne, Mayor
City of Bristol
111 North Main Street
Bristol, CT 06010

Bristol Blues Baseball Club
Robert G. Dabkowski, Owner
47 Lake Drive North
New Fairfield, CT

Or to such other addresses either party shall designate from time to time.

(SIGNATURE PAGE TO FOLLOW)

ATTACHMENT B

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to duplicate of the same tenor and date this 22^d day of August, 2017.

WITNESSES:

TH. COCKAYNE
THOMAS W. COCKAYNE
M. Kline
MICHAEL KLINE

TH. COCKAYNE
THOMAS W. COCKAYNE
Noelle J. Bates
Noelle J. Bates

CITY OF BRISTOL:

Kenneth B. Cockayne
By: Mayor Kenneth B. Cockayne
Duly Authorized by Resolution dated

BRISTOL BLUES BASEBALL CLUB

Robert G. Dabkowski
By: Robert G. Dabkowski, Owner
Duly Authorized by Resolution dated



Subject: FY 24 Budget Process & Timeline

From: Dr. Joshua Medeiros, Superintendent of Parks, Recreation, Youth and Community Services

To: Finance Committee, Board of Park Commissioners

Date Submitted for Review: 5/18/2022

Bristol Parks, Recreation, Youth and Community Services (BPRYCS) Department strives to create a transparent, inclusive and timely budgeting process that provides opportunity for staff members and stakeholders to contribute to the development of a fiscally responsible budget that meets the goals of the department and City.

Activity	Important Date(s)
Leadership Team Strategic Retreat & Budget Kick-Off	8/26/2022
Individual Division meetings to review 4-year spending trends and other budget analysis with the Assistant to the Superintendent & Deputy Superintendent	9/12-9/16/2022
Equipment Needs & Project Workshop with Parks Crew	10/5/2022
Community Stakeholder Engagement Meeting w/ Finance Committee	10/19/2022
Final Division Budget Documents submitted to the Superintendent	Due: 11/18/2021
Division Supervisors Budget Meetings with the Superintendent	11/28-12/2/2022
Superintendent and Arts & Culture Supervisor present Arts & Culture Special Revenue budget to the Arts & Culture Commission	12/7/2022
Superintendent and Youth & Community Services Supervisor present Youth & Community Services Division budget to the Youth Commission	12/14/2022
Superintendent presents Parks & Recreation budget to Finance Committee of Board of Park Commissioners (second meeting scheduled if needed)	12/14/2022 (2 nd meeting 12/21/2022)
Superintendent presents Parks & Recreation budget to full Board of Park Commissioners for approval	12/21/2022
Superintendent and Deputy Superintendent present budget to the City Comptroller & Finance Team	TBA January-March 2023
Budget Hearing Presentation to the Board of Finance	TBA February- April 2023
FY 23-24 Budget is adopted by the Board of Finance and the City Council	May 2023
Fiscal Year begins and FY 23-24 Budget & CIP Funding becomes available	7/1/2023