



**City of North St. Paul
City Council
Workshop Meeting Agenda**

**April 18, 2023
5:30 PM**

The City Council Meeting will be conducted on **April 18, 2023** at 5:30 p.m. in the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02.

The **April 18, 2023** Zoom meeting can be accessed via:

<https://tinyurl.com/NSPCityCouncil>

(from a PC, Mac, tablet, iPhone or Android device) or by phone at 1-929-205-6099.

Participants accessing the meeting by phone please use the following meeting ID:
84409094358

You can also watch the meeting on our YouTube channel here:

tinyurl.com/NSPYouTube

I. Call to Order

II. Roll Call

Council Member Cole
Council Member Schweer
Council Member Wong
Council Member Nordby
Mayor Monge

III. Adopt Agenda

IV. Topic(s)

- A. North St. Paul Police Association
- B. McKnight Field – Field Use Fee Discussion

V. Other Business

VI. Adjournment

The next regularly scheduled City Council Workshop meeting is May 2, 2023.



To	Date
Honorable Mayor Monge and City Council	April 18, 2023
Agenda Placement # IV.A	
Topic(s)	
Subject	
North St. Paul Police Association	
Background/Facts	
The North St. Paul Police Foundation will be presenting the mission of the Foundation and the benefit it will have for the City.	
Recommended Action	
none.	
Attachments	
None	
Respectfully submitted,	



To	Date
Honorable Mayor Monge and City Council	April 18, 2023

Agenda Placement # IV.B

Topic(s)

Subject

McKnight Field – Field Use Fee Discussion

Background/Facts

In April 2021, the City Council amended the fee schedule as it relates to ballfield rental to allow nonprofit groups serving youth to use the fields free of charge, with one exception: there would be charges to cover salaries and materials for weekend and evening field maintenance.

In December 2022, the City Council adopted the [2023 Budget](#) and [Municipal Fee Schedule](#) which reversed the April 2021 decision. The 2023 budget specifically states that beginning in 2023, both profit and nonprofit organizations will be required to pay for use of the ballfields according to the adopted fee schedule. This change went into effect in January.

The city began accepting online reservations in January for recreation facilities, including the fields at McKnight. The reservation process was the first notification to users that there was a change in fees; it came to a surprise to returning nonprofits that they were no longer exempt from user fees. Several organizations reached out to staff and members of the City Council to express their concerns about the change and have requested that the City Council reconsider their stance on the fee schedule.

On March 21, 2023, staff provided a presentation to City Council on McKnight Fields that included a broad history and overview of the park fields, shared use agreements, and field maintenance and operational expenses. There was no specific discussion on the fee schedule at that time and no direction from City Council to make modifications. Staff has received additional calls from organizations requesting that the Council reconsider.

BallField Users

For the 2023 season, the City has received reservation requests from the following nonprofit organizations.

- North Polars Fastpitch is a nonprofit fastpitch softball league primarily serving students in the ISD-622 district. Fields have been reserved – no payments have been made.

- North St. Paul Youth Baseball is a nonprofit youth baseball league primarily serving students in the ISD-622 district. Fields have been reserved – no payments have been made.
- Oakdale Athletic Association is a nonprofit youth sports organization providing baseball, softball, football, basketball, soccer, volleyball, and wrestling. No reservations yet for this year.
- MN Magic a Woodbury nonprofit league offering girls' softball. Reservations made – payment complete.
Huff N' Puff – an annual fundraiser tournament for community and youth activities in the St. Croix Valley Area. Reservations made – payment will occur prior to the tournament.

Additionally, the American Legion and School District also have reserved the fields this year. The City and school district are currently operating under a shared use agreement from 2011. The agreement states that user fees for field use will be listed in the fee schedule for each governing body; however, fees have not been collected by either party. Staff are in the process of renegotiating the terms of the agreement with the school district. The City has an agreement from 1979 that allow the American Legion to use the Kunkle Field at McKnight free of charge in exchange for the installation of field lighting. Staff are working on an agreement that will more formally memorialize this arrangement as well as any maintenance and operational details.

Recommended Action

Staff is seeking Council direction on user fees for ballfields.

Attachments

1. NSPYBA operations
2. NPFPA operations
3. OAA email

Respectfully submitted,
Brandy Howe, Community Development Director



THE OFFICIAL HOME OF

NORTH SAINT PAUL

YOUTH BASEBALL ASSOCIATION



City of North Saint paul info request.

1. Player registration fees.

Little Polars (age 4-7) \$75 with a \$10 discount if more than 1 kid in the family signing up

Rookies (age 7-9) \$160

Travel baseball (11U team and 15U Team for 2023) \$ 325 (Both teams chose the light schedule, no tournaments reduced price to \$325 from \$450)

VFW Team (9th and 10 grade) \$ 350

2. Financial statements for 2022 are attached.

3. Budget for all levels will be in the red. We have several scholarship players. For example:

11U Team budget

11 Players (2 on scholarship) 9x \$325 = \$ 2925.00

League and umpire fees - \$ 1450.00

Baseballs - \$ 225

Uniforms and hats - \$ 1078

Equipment - \$ 250

Field supplies that we buy (clay for mound) - \$ 100

End of year event - \$250

Awards - \$100

Total for team 2023 **-\$528**

Some of the overhead costs for the organization

Sportsengine website \$ 750 per year

Insurance \$ 1650 per year (Original cost was \$650, North Saint pauls requirements added \$1000)

The city has our insurance certificate on file

On our financials for 2022 you will see that I personally invested \$7000 last year to get the organization through 2022.

4. Bylaws: we do not have them drawn up yet.

5. Fields used:

Little Polars: use Cowern

Rookies: need Northwood and Mknight #5 for machine pitch baseball

11u: needs upper Casey

15U: Harmony or Gladstone

6. Maintenance that we perform:

Last year we chalked the field if it was not completed by the city and we rebuilt mounds.

7. Maintenance that we need:

Little Polars: Nothing from NSP

Rookies: Spring clean up, we don't need maintenance for games and practices.

11U: 8 games at upper Casey (Drag field and chalk)

15U: Nothing from NSP.

VFW: field prep for 7-8 games (drag dirt and chalk)

8. Lights. No lights needed.

9. Admission fees to games. We do not charge anything.

10. ISD 622 we have an agreement with 622 and we are paying an administration fee of \$20 total for 2023.

11. Agreement with North Saint Paul: As the only non profit organization providing baseball to the youth of North Saint Paul we would love to have a long term agreement with the city for use of the fields.

North Saint Paul Youth Baseball Association

Profit & Loss

12/26/22

January 1 through December 1, 2022

Accrual Basis

	Jan 1 - Dec 1, 22
Ordinary Income/Expense	
Income	
Contribution from Mike Svenson	7,000.00
Income from registrations	13,429.04
Total Income	20,429.04
Expense	
Baseballs	1,163.48
Charitable donation or events	100.00
Coaches training expenses	2,258.80
Events, meals, & entertainment	1,006.32
Field maintenance supplies	1,446.95
Insurance	641.00
Marketing and advertising	655.13
Playing equipment	2,103.18
Supplies	20.00
Tournament entry fees	550.00
Training facility rental	1,750.00
Trophys and awards	912.45
Uniforms	6,202.67
Website and registration	1,265.74
Total Expense	20,075.72
Net Ordinary Income	353.32
Net Income	353.32

3:56 PM

12/26/22

Accrual Basis

North Saint Paul Youth Baseball Association

Balance Sheet

As of December 1, 2022

	Dec 1, 22
ASSETS	
Current Assets	
Checking/Savings	
Premier Bank (Main Account)	353.32
Total Checking/Savings	353.32
Total Current Assets	353.32
TOTAL ASSETS	353.32
LIABILITIES & EQUITY	
Equity	
Net Income	353.32
Total Equity	353.32
TOTAL LIABILITIES & EQUITY	353.32



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

NORTH SAINT PAUL YOUTH BASEBALL
ASSOCIATION
C/O MICHAEL SVENSON
2776 CHISHOLM AVE
NORTH SAINT PAUL, MN 55109

Date:
10/07/2022
Employer ID number:
87-4837464
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877)829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 4, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053665002692

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



THE OFFICIAL HOME OF

NORTH POLARS

FASTPITCH ASSOCIATION

Projected Budget (2023 Season)

<i>Estimates</i>	<i>Projected</i>	<u>Comments</u>
<i>Tournament Fees</i>	1,200	<i>Avg Cost per Summer Tourneys \$400</i>
<i>Tri-County Fees</i>	600	<i>Tri-County League Fees - Pay by Check (Summer)</i>
<i>Costs to go to State</i>	100	<i>State \$100 per team</i>
<i>Costs to go to Nationals</i>	1,800	<i>Nationals (est. \$1800 per team - includes Pins/Gift Bags)</i>
<i>North Boosters</i>	2,000	<i>North High Boosters - Check - Pay out at end of season</i>
<i>Field Fees - Maplewood</i>	200	<i>Field Fees outside of NSP (e.g. Maplewood Fields)</i>
<i>Coaches Online Training Programs</i>	60	<i>Online Training</i>
<i>Coaches Fees (Pitching coach / Head coach)</i>	3,000	<i>Summer Ball (Coaches)</i>
<i>Uniforms</i>	1,200	<i>Pay by check</i>
<i>Umpires</i>	1,000	<i>Pay by check - Fall Ball is included</i>
<i>Equipment Storage Fee (Stephen's)</i>	1,516	<i>Bill is emailed and paid by check</i>
<i>Equipment</i>	200	<i>Equipment ordered off Amazon</i>
<i>Sports Engine Fees (Subscriptions)</i>	720	<i>Automatic Payment (\$60 per month)</i>
<i>Subscriptions - Other</i>	20	<i>Webhost - Go Daddy - Charged directly to bank debit card</i>
<i>Insurance</i>	393	<i>Sadler & Co Insurance</i>
<i>Office Supplies/Bank Checks/Stamps</i>	120	<i>Stamps/Checks/Office Supplies</i>
Total Projected Expenses	\$ 14,129	
<i>Registration</i>	2,700	<i>Based on 1 team for Summer (\$225 x 12 players)</i>
Total Projected Revenue	\$ 2,700	
Beginning of Season Cash Balance (11/18/22)	\$ 14,125	
Projected Cash at End of Season	\$ 2,696	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)

12/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866		CONTACT NAME: Sports Dept PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017 E- MAIL ADDRESS: soda@sadlersports.com PRODUCER CUSTOMER ID#:	
INSURED D/ B/ A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION North Polars Fastpitch Association Group 2299 Arlington Ave E Maplewood, MN 55119 Club #: 81980		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: NATIONWIDE LIFE INSURANCE COMPANY INSURER C: Lexington Insurance Company INSURER D:	

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X		AIL0002545792400	03:42PM ET 12/18/2022	12:01AM ET 12/18/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS- COMP/ OP AGG \$2,000,000 LEGAL LIAB TO PARTICIPANTS \$2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON- OWNED AUTOS			n/ a	n/ a	n/ a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ SEXUAL ABUSE / MOLESTATION			AIL0002545792400	03:42PM ET 12/18/2022	12:01AM ET 12/18/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE ☐ RETENTION			n/ a	n/ a	n/ a	EACH OCCURRENCE n/ a AGGREGATE n/ a
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? ☐ Y/ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			☐ PER STATUE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			BAX0000031867000	03:42PM ET 12/18/2022	12:01AM ET 12/18/2023	EXCESS MEDICAL \$100,000 AD&D \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Team(s) - Youth - Accident & General Liability

Softball - 1 Team(s) - [Maximum 18 players per team]

Team Names:

- Softball Teams: North Polars Fastpitch Softball

(Accident Package Youth Team: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$250 per claim deductible)
 (General Liability Package Youth Team: \$2,000,000 Each Occurrence; \$2,000,000 Legal Liability to Participants. Waiver/ Release Recommended)

NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor City of North St Paul 2400 Margaret St N North St Paul, MN 55109	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A)
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Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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With respects to KRS- GL-84, Sexual Abuse Endorsement, it is agreed that no coverage shall apply for any insured who does not meet the following risk management guidelines.

1. Have a system in place to perform and running criminal background checks on paid staff and volunteers.
2. Have written procedures that include sexual abuse & molestation prevention.
3. Have written procedures that include response plan for allegations of sexual abuse & molestation. The plan must specify that law enforcement is to be contacted in the event of an allegation.

NOTEPAD:	INSURED NAME: North Polars Fastpitch Association Group	ISSUE DATE (MM/ DD/ YY) 12/18/2022 03:42:17 PM ET
Member Leagues: • Softball Teams: North Polars Fastpitch Softball		

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
AIL0002545792400	12/18/2022	North Polars Fastpitch Association Group	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART**

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. With respect to an additional insured owner and/ or lessor of premises, this insurance does not apply to:
 1. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
 2. "Bodily injury" or "property damage" arising out of:
 1. Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of premises;
 2. Any design defect or structural maintenance of the premises; or
 3. Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III — LIMITS OF INSURANCE: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the declarations.

Schedule of Additional Insureds:

- ☒ Owners and/ or Lessors of the premises leased, rented or loaned to you
☒ Sponsors
☒ Co- Promoters
☐ Any individual person(s) or organization(s) listed below
**COACHES, OFFICIALS AND VOLUNTEERS
 WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
 FOR THE INSURED.**

KR- GL-56 (7-18)



North Polars Fastpitch

Softball Bylaws

ARTICLE I

NAME

The name of this association is the **North Polars Fastpitch Association**, here in after referred to a **NPFA** or the **Association**.

ARTICLE II

PURPOSE

The association is a non-profit organization established to foster the girl's Fastpitch softball program in the area of Independent School District 622, which is within the boundaries of North St. Paul High School. This includes all or portions of the communities of North St. Paul, Maplewood, Lake Elmo and Oakdale. The association exists to fulfill the girls Fastpitch softball needs of the community and is the primary advocate of the traveling program. The association supports good sportsmanship and the sound development of softball fundamentals within the community to ensure that girls participating in the program will have a positive and rewarding experience that will maximize personal and team growth. The association requires quality coaching and provides an atmosphere for learning softball skills for both coaches and players. The association sponsors membership in appropriate leagues to encourage quality competition.

ARTICLE III

AFFILIATIONS

North Polars Fastpitch

National Youth Sports Coaches Association (NYSCA)

Minnesota Sports Federation (MSF)

Amateur Softball Association (ASA)

North American Fastpitch Association (NAFA)

United States Specialty Sports Association (USSSA)

Minnesota Metro Fastpitch League (MMFL)

Tri County Fastpitch League

www.northpolarsfastpitch.com

www.nays.org

www.msf.org

www.softball.org

www.nafafastpitch.com

www.ussa.com

www.mmfl.org

www.Tricountyleague.mn.com

ARTICLE IV PARTICIPATION

Section 1: Eligibility

- A. Any girl who lives in or attends school within the North St. Paul High School Boundaries, District 622 that meets ASA qualifications to play 18U or other age classifications is eligible to play. Residents outside of these perimeters may participate, with a maximum of three of those players on an “A” team. The number allowed on any “B” team is unlimited, providing no girl that lives in or attends school within the North St. Paul High School Boundaries is displaced. provided a majority of the Executive Board of Directors approves the exception and participant then follows the current League rules
- B. The NPFA follows the MSHSL policy regarding transgender eligibility appeal procedures.

Section 2: Registration

- A. Participants must register prior to the start of each season during the published dates as established by the Fastpitch Board.
- B. No late registrations will be accepted after tryouts with the exception given to new residents moving into the area or as approved by the Executive Board of Directors.
- C. Any person who registers under an assumed name, or gives an incorrect age will become ineligible and will be suspended for the remainder of the current sports playing season.

Section 3: Fees

- A. Fees will be established annually for each participant by the Executive Board of Directors and are required to be paid at registration.
- B. Fees cover the costs of participation including but not limited to league fees, tournament and /or entry fees, tryouts, umpires, uniforms, equipment, field rental and maintenance.
- C. No Refunds are allowed once the teams have been established. Refunds will be made ONLY to players not placed on a team.
- D. No player shall be denied the right to participate due to financial hardship. Any parent or guardian claiming financial hardship will be asked to present evidence of the situation to the Executive Board for review. The Executive Board, after review of the facts, may agree to reduce or waive participation fees for specific individuals based on hardship. Each situation shall be reviewed on its own merit. The Executive Board of Directors shall have the sole discretion to make this decision. All decisions shall be confidential.

Section 4: Age Qualifications

- A. Teams may be established in up to six (6) age classifications: 8U, 10U, 12U, 14U, 16U and 18U. The number of teams will be based on the number of participants who have registered.
- B. The age classifications are:
 - a. 8 & Under: Players are 8 or younger as of January 1st of current year. Fall age brackets are determined by the player's age as of January 1st of next year.
 - b. 10 & Under: Players are 10 or younger as of January 1st of current year. Fall age brackets are determined by the player's age as of January 1st of next year.
 - c. 12 & Under: Players are 12 or younger as of January 1st of current year. Fall age brackets are determined by the player's age as of January 1st of next year.
 - d. 14 & Under: Players are 14 or younger as of January 1st of current year. Fall age brackets are determined by the player's age as of January 1st of next year.
 - e. 16 & Under: Players are 16 or younger as of January 1st of current year. Fall age brackets are determined by the player's age as of January 1st of next year.
 - f. 18 & Under: Players are 18 or younger as of January 1st of current year. Fall age brackets are determined by the player's age as of January 1st of next year.
- C. A player of a younger age classification may play in an older classification but the player of an older classification may not play in a younger classification as per ASA rules, and must have the approval of the NPFA Executive Board of Directors.

Section 5: Team Selection

- A. An effort is made to place every registrant on a team.
- B. There will be no more than 14 players placed on a team unless approved by the fastpitch Board prior to team selection. Teams playing at A and B levels are required to have at least 10 players on the team roster. The optimum number of players is 12 per team.
- C. Participants will be placed on a team according to their ability in accordance with their age level.
- D. If a player wished to play in an older classification the following criteria must be met:
 - 1. NPFA believes that players should play at their appropriate age level
 - 2. Player must apply in writing to the Fastpitch Board prior to the published tryout dates. Requests are to be delivered to the then current Fastpitch Board president.
 - 3. Player must complete full tryouts at both age levels and is responsible for both tryout fees.
 - 4. The applicant must score as a guarantee position (top six position players) in the older age level to qualify to play at that level or she will be placed according to their ability in their proper age classification.
 - 5. If the applicant is a pitcher, she must score as the top 1 or 2 pitchers at the older age level based on her pitching score.

6. The Fastpitch Board must approve all exceptions. The Fastpitch Board also reserves the right to request a player(s) to move up to a higher age level in order to fill out rosters to maintain the interests of the association.
- E. 8U & 10U: Teams will be formed based on age and skill level. There will not be a try out, but rather a skills clinic that will be held before the season starts. Coaches and Board Members shall form teams.
- F. 12U, 14U, 16U: The fastpitch board recognizes that the NPFA has an obligation to our players and to our opponents, to form teams with skill levels equal to in age and competitive ability. Therefore, teams at these age levels will be formed on the basis of try out evaluations. The 1st team, or highest tier level team(s) at each age level, will include the top six positions players plus the top two pitchers, if the pitchers fall in the top six than the top seven or eight players are taken. The remaining four to six players (for a twelve person roster) shall be selected by the team coach from the remaining pool of eligible players. After the top team has been selected, the remaining players will be placed on teams as determined by the fastpitch board. The coaches and the fastpitch board will agree on the actual number of players on each team. Each team will have a maximum of two pitchers unless an age group has an excess of pitchers available. All teams will be provided a pitcher and a catcher if available and / or known.
- G. In the event we have any 18U team(s) the team(s) will be picked by the Head Coach.
- H. Any player whose continued participation is deemed detrimental to the welfare of the association may be removed from the team upon a majority vote of the fastpitch Board.
- I. All potential players must participate in the tryout process to be selected for a position on an A team. Approved exceptions (illness/injury) will ONLY be granted if notification is made PRIOR to the scheduled tryout date.

Section 6: Coaches

- A. The Fastpitch Board will appoint all head coaches. If there are multiple candidates at an age level, the candidates will be interviewed and the best possible person shall be named head coach. Coaches will be selected based on experience, knowledge of the game, past involvement and positive attitude. Care will be taken to ensure that there is no conflict of interest during the coach's selection for a particular age group.
- B. All coaches or coaching candidates are expected to attend tryouts to familiarize themselves with the players.
- C. Head coaches will choose their own assistants and team managers.
- D. Head coaches will be responsible to make sure each team has a team parent representative. This person has various responsibilities such as; coordinating volunteer hours, help set up fundraising, uniform handouts, etc.
- E. All coaches will all be asked to go through an appropriate background check..
- F. Any coach whose continued participation is deemed detrimental to the welfare of the association may be removed from the team upon a majority vote of the Fastpitch Board.
- G. If no coach volunteer is available for a given team, the Fastpitch Board will appoint/recruit coaches as appropriate.
- H. If the fastpitch Board is unsuccessful in appointing/recruiting a head coach, the Board will take appropriate action (disband team, pay coach, etc).

Section 7: Waivers

- A. Requests for waivers (leaving or entering North Polars Fastpitch) must follow current League requirements. Waiver requests may be approved by simple majority vote and must be submitted in writing and presented to the Board prior to Board vote.
- B. A player's birth certificate must accompany any waiver request before the waiver will be considered.
- C. Once documents have been received, the current Fastpitch President will submit approved waiver, request for waiver, and the birth certificate to the receiving organization.

ARTICLE V FASTPITCH BOARD OF DIRECTORS

Section 1: Participation

- A. The purpose of the Fastpitch Board of Directors is to govern the policies and procedures as established in the by-laws for the North Polars Fastpitch Association.
- B. All changes within NPFA must have the approval of a simple majority of the board.
- C. All non-elected Fastpitch members will be appointed by a simple majority vote of the Executive Board. These members do not have a vote on NPFA policy changes.

Section 2: Composition

- A. The Board shall consist of an odd number of voting positions.
 - President/Director*
 - Vice President*
 - Treasurer*
 - Secretary*
 - League Representative*
 - Tournament Director
 - Equipment Manager
 - Field & Umpire Coordinator
 - Coaching and Player Development Coordinator

* Executive Board

Section 3: Duties

- A. Duties of the Fastpitch Board are as listed below.

- a. **PRESIDENT/DIRECTOR**

- Oversees the entire NPFA Fastpitch program and is responsible for its management.
- Calls and conducts regular Fastpitch Board meetings.
- Liaison with the City of North St. Paul and Maplewood Recreation Department.
- Organizes sign-ups for summer and fall programs.
- Coordinates yearly budget.
- Liaison between NPFA Fastpitch and its affiliates

- b. **VICE PRESIDENT**

- Assists President/Director in fulfillment of duties.
- Updates bylaws yearly.
- Organizes coaches' selection committee and conducts selection.
- Distributes, collects, and summarizes the player/parent evaluations of coaches.
- Responsible for organization of tryout activities and evaluations.
- Responsible for posting team rosters.

c. **TREASURER**

- Oversees all financial matters of the board.
- Oversees and balances auxiliary checkbook for petty cash needs.
- Prepares a yearly budget.
- Summarizes financial report to board monthly.
- Liaison with bank regarding all Fastpitch accounts and balances.
- Audit all spending to ensure proper authorization and reporting.

d. **SECRETARY**

- Prepare, distribute, and maintain meeting agenda, minutes, and other necessary publications.
- Maintains working board members roster with phone numbers and job description.
- Responsible for publication of all Fastpitch events with local media.
- Update bylaws as required and make available to NPFA Fastpitch community as appropriate

e. **LEAGUE REPRESENTATIVE**

- Work with President/Director as liaison between NPFA and affiliates
- Report League activities to NPFA members at regular meetings

f. **TOURNAMENT DIRECTOR**

- Organizes committee to conduct Tournaments
- Publishes tourney information results
- Responsible for management of Tournaments
- Responsible for reviewing and bidding on state and national tournaments, and managing those events

g. **EQUIPMENT MANAGER**

- Purchases, issues, and collects equipment, uniforms and supplies
- Responsible for repair, maintenance, and storage of equipment
- Conduct coaches' clinic on proper use of equipment.

h. **FIELD & UMPIRE COORDINATOR**

- Responsible for scheduling fields for games, practices and scrimmages.
- Liaison with director in the event of weather related cancellations.
- Responsible for scheduling umpires for all summer and fall league games.

i. **COACHING & PLAYER DEVELOPMENT COORDINATOR**

- Responsible for recruiting, developing and training coaches
- Researches player development opportunities
- Organizes, communicates and coordinates clinics

Section 4: Membership Terms

- A. All board members shall be elected for a term of two years and run from November 1st to October 31st
- B. Board members elections will be held at the October meeting each year.
- C. Positions to be elected on odd years are President and other odd numbered positions set forth above in Article V.
- D. Positions to be elected on even years are the Vice President and other even numbered positions set forth above in Article V.
- E. There shall always be an odd number of board members.

Section 5: Eligibility

- A. An eligible board member is someone who lives in North St Paul High School Boundaries, and demonstrates an interest in promoting North Polars Girls Fastpitch. It is the intent of the NPFA Fastpitch Board to deny any person who has been convicted of a crime of violence, a crime against a person, or crimes involving the possession or sale of illegal substances from serving on the Board.

Section 6: Elections

- A. Candidates for the Fastpitch Board position are nominated prior to the elections at the October association meeting. Board Members are elected by a majority vote of the General Membership during the October meeting.

Section 7: Vacancies

- A. In the case of vacancy of one of the Fastpitch Board positions, the remaining board members shall elect, by majority, a person to fill the position for the remainder of that term.
- B. All persons interested in filling a vacant board position will meet with the complete Fastpitch Board prior to selection and appointment to the Board of Directors.

Section 8: Removals from the Fastpitch Board

- A. Any Fastpitch Board member whose continued service is deemed detrimental to the welfare of the association may be removed upon majority vote of the board.

Section 9: Meetings

- A. The board will meet monthly. Meetings will require a majority or two thirds of the Fastpitch Board to officially conduct business.
- B. An agenda will be established for each meeting. All items to be included on the agenda are to be submitted to the secretary on (1) week prior to the meeting. The agenda should include a review of the minutes from the previous meeting, presentation of a current financial report, reports from Fastpitch Board members, and old and new business.
- C. All actions carried out by the Fastpitch Board will be agreed upon by a majority vote of those present.

- D. Special meetings may be called as needed. The purpose of the meeting shall be stated in the call. A notice of the meeting will be given to each member at least 3 days before such meetings.

ARTICLE VI ADVISORS

The varsity softball coaches of North St. Paul High School may be considered advisors to the association. The responsibility of the advisors shall be to assure consistency between the goals of the association and that of the varsity program. Advisors will be looked upon to help with such things as tryouts, off-season training and coaches/players clinics.

ARTICLE V11 GRIEVANCES

While NPFA works diligently to address issues before they become problems, we recognize that parents need to know how to proceed should they wish to seek resolution to an unresolved problem. If there is a complaint, the following steps may be taken:

- Whenever possible parents and players are encouraged to work with coaches to resolve their differences. Parents and players should wait to address their concerns until they can approach the coach in a private setting where other parents and players are not around.
- If the problem remains unresolved after discussing the matter with the coach, contact the NPFA President. The President will facilitate an informal meeting between the parents and /or player, the coach, Vice President and one other Board member. At this meeting the participants will discuss possible resolution of the problem short of a formal complaint to the Board. If the resolution is reached which is satisfactory to both parties, a summary of the outcome will be presented to the Board for approval, if deemed necessary by any Board member present at the meeting.
- If the matter is not resolved at the informal meeting and someone wishes to pursue the matter further, a written complaint or question should be directed to the attention of the NPFA President. The letter must be signed, contain a return address and a phone number. The coach or other individual(s) involved will be given an opportunity to respond, in writing, to the statement. The complaint and response will then be brought before the NPFA Fastpitch Board as soon as possible. If deemed necessary by the Board, the parties involved may be requested to appear before the Board to answer

questions. Written correspondence stating the final decision and action taken by the Fastpitch Board, if any, will be mailed to both parties within 30 days.

It is anticipated that the majority of problems should be resolved without Board involvement. Submitting a concern to the Board of Directors should only be considered when all other means of resolving the complaint or issue have failed.

ARTICLE V111 AMENDMENTS

The bylaws may be amended at any regular meetings of the association by simple majority vote. Proposed amendments must be submitted in writing and presented at the previous Fastpitch Board meeting.

ARTICLE IX MEMBERSHIP

- A. Membership in the association shall be an annual basis. Membership is granted only after completing a registration form and submitting the required registration fees
- B. Players who are selected for a NPFA team, their parents then become members of the association for that playing season
- C. Only members of the association shall be able to participate in business meetings, or serve in any elective or appointed position. Only one vote is allowed per family at executive board elections
- D. Coaches, who do not have a daughter as a member of the association, are considered members, thus retaining the right to vote at association elections.

Brandy Howe

From: Brent Buckley <brent.buckley@maplewoodmn.gov>
Sent: Thursday, April 13, 2023 1:02 PM
To: Brandy Howe
Subject: Field use

You don't often get email from brent.buckley@maplewoodmn.gov. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Hello,
Please see below message I typed your email in wrong.
Thank you,
Brent

Get [Outlook for iOS](#)



Brent Buckley
Maintenance Worker | Public Works
651-249-2420
brent.buckley@maplewoodmn.gov | MaplewoodMN.gov
 

From: Brent Buckley <brent.buckley@maplewoodmn.gov>
Sent: Thursday, April 13, 2023 12:59 PM
To: Brandy.howe@northsaintpaul.org <Brandy.howe@northsaintpaul.org>
Subject: Field use

Hello Brandy,
I just spoke with you on the phone.
My name is Brent Buckley I'm the director of Oakdale Fastpitch.

I would like to invite your city council to remove their fee for field use for our youth programs. We are ok with paying for preparing the fields for games. A 75 dollar per day fee for practice is just unreasonable for us to pay. We are doing our best to hold down cost for kids to play sports. The Oakdale Fastpitch program has taken on kids from Maplewood and they allow us to practice for free and pay 35 dollars per game to use their fields. We have lost 6 fields in Oakdale due to 622 construction.

This year we took on 25 kids from the North Saint Paul program to ensure these girls have a place to play youth sports. Playing in North Saint Paul also helps them feel like they still have home games and places to practice close to them. If you could consider waving your fee for the field use during our practice days we would be able to offer a better experience and a place for these girls to enjoy their athletic experience. I volunteer my time to ensure these girls can have fun, learn skills and make friends in the cities and schools in our area. I want to make sure we keep kids active and stay out of trouble with idle hands and minds. If you could help us with this request I would be grateful. If there is a different idea or amount of money you need to make it ok on your end I'm open to all solutions and ideas.

Thank you for your time.

Respectfully
Brent Buckley
Oakdale Fastpitch