

November 15, 2024

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman

FROM: Kevin Klipfel, Executive Director *(KK)*

SUBJECT: November 21, 2024 Park Board Meeting Agenda

Commissioners:

Enclosed you will find the packet of information and overview for the Park Board meeting on November 24, 2024 at 5:15 pm at the Tom Baker Meeting Room.

Item 1. Call Meeting to Order and Roll Call

Item 2. Pledge of Allegiance

Item 3. Approve Agenda

Item 4. Featured Partners and Programs – Bismarck Gymnastics Academy
Jade DeSmidt, President of the Bismarck Gymnastics Academy, will appear before the Board.

Item 5. Disposition of Bids

- Eagles Park Electrical Project
John Klein from Apex Engineering has provided information regarding this project.
- Municipal Country Club – Please see the memo and proposed agreement provided by Operations Director David Mayer.

Item 6. City Flood Control Project Update – City Engineer Gabe Schell will present options being considered by the city for this project.

Item 7. Consent Agenda
A variety of items have been placed in a consent agenda. A consent agenda can be approved with one motion, or an item or items can be removed for additional discussion and separate action. Staff recommends approval of the following items:

- Consideration of October 17, 2024 Board Meeting Minutes – The minutes are included for your review.
- Consideration of 2025 Matching Grant Application – The proposed application is included for your review.
- Consideration of Professional Consultant List for 2025 and 2026 – The list of consultants who submitted their proposals is included in the packet for your consideration.

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- Request Board Authorization to Call for 2025 Fertilizer Bids – Staff requests Board authorization to call for fertilizer bids for 2025.
- Appointment of Elyse Puklich to the BSC Aquatic and Wellness Center Advisory Committee - Please see the information provided by Facilities and Programs Director Mike Wald.
- Consideration of Change Orders for Trail Cultural Resource Studies - Please see the information provided in the Board packet.
- Consideration of Accounting Policy and Procedure Handbook Changes – Finance Director Kathy Feist has provided information in the packet.

Item 8. Approval of Bills

Individuals or organizations who wish to appear before the Board on an existing agenda item will also make the request in writing or emailed, delivered to the Bismarck Parks and Recreation District office by 12:00 noon, 2 days prior to the regular monthly meeting of the Board of Park Commissioners.

Next Regular Board Meeting: December 19, 2024 at 5:15 pm in the Tom Baker Meeting Room



Water | Transportation | Municipal | Facilities

701.323.3950
600 South 2nd Street – Suite 145
Bismarck, ND 58504

November 14, 2024

Mr. Kevin Klipfel – Executive Director
Bismarck Parks and Recreation
400 E Front Ave.
Bismarck, ND 58504

**Re: RV Pedestal Installation – Phase II
Eagles Park
Bismarck Parks and Recreation District
Bismarck, North Dakota
Apex Project No. 24.184.0161**

Dear Mr. Klipfel:

The bids have been reviewed for the RV Pedestal Installation – Phase II project at the Eagles Park and are summarized on the attached Bid Tabulation. The low construction bid received for the required scope of work was from Edling Electric Inc. in the amount of \$67,300.00.

Apex has reviewed the bids received. We recommend that the Bismarck Parks and Recreation District award this project to Edling Electric Inc for the Base Bid in the amount of \$67,300.00.

The low bid is above the Engineer's Preliminary Budget of \$50,000.00 dated May 22, 2024. If you have any questions regarding this matter, please feel free to call me at 701-323-3961.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Klein".

John M. Klein, PE
Apex Engineering Group, Inc.

Cc: File



Water | Transportation | Municipal | Facilities

Bid Tabulation

RV Pedestal Installation

Eagles Park RV Pedestal Installation Phase II – Bismarck Parks and Recreation District

November 14, 2024 | 10:30 a.m. | Bismarck Parks and Recreation Office, Bismarck, ND

Apex Project No. 24.184.0161

Bidder's Name	Bid Bond	Contractor's License Number:	Acknowledged Addendum No.	Base Bid	Total Bid Amount
Edling Electric, Inc.	5%	A-28638	NA	\$67,300.00	\$67,300.00
Strata Corporation	5%	A-693	NA	\$78,000.0	\$78,000.00
Skeels Electric Company	5%	A545	NA	\$67,850.00	\$67,850.00

Engineer's Estimate: \$50,000.00

(1) Assumed Low Bidder Certification

I certify that these bids were received on 11/14/2024, 10:30 AM, at Bismarck Parks and Recreation District, Bismarck, ND.

John M. Klein, PE

Let's Play!

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann and President Zimmerman
Executive Director Klipfel

FROM: David Mayer, Operations Director *DM*

DATE: October 30, 2024

RE: Consideration of Municipal Country Club Bid

Commissioners and Executive Director Klipfel:

We received one bid to operate an on-site food service and off-site catering business at the Municipal Country Club, and this was from Lady J's Catering, Inc. They are able to meet all of the specifications, including \$3,150 per month plus the amount of 5% of gross sales (excluding alcoholic beverages) after state and local sales tax (gross sales includes all items, minus gratuity). This bid is for the operation of the Bismarck Municipal Country Club and Club House office in accordance with the attached lease.

Staff recommend Board approval of the bid as well as the lease agreement which will begin October 1, 2025. Please contact me at 222-6455 if you have any questions.

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**Lease Agreement
Municipal Country Club**

1. **Parties:** The parties to this lease agreement are the Park District of the city of Bismarck, North Dakota (hereinafter called the landlord) and Lady J's Catering, Inc. (hereinafter called the tenant).
2. **Purpose:** This lease agreement shall establish responsibilities of both parties in the operation of an on-site food service and off-site catering business and related activities at the Municipal Country Club (MCC).
3. **Terms:** The tenant will operate the concession for five years (5) beginning on October 1, 2025 and ending September 30, 2030. Tenant may terminate this agreement with a 90-day written notice.
4. **Description of Leased Premises:** Address: 930 North Griffin Street, Bismarck, ND. Located in Auditors Lot 32, in SE ¼ of Section 32, Township 139, Range 80, Burleigh County. The location includes the Municipal Country Club, the Pro Shop and adjacent parking lots (Exhibit A).
5. **Lease Payment for MCC:** The tenant agrees to pay to the landlord the rental fee of \$37,800 annually (\$3,150 per month), plus the amount of 5% of gross sales (excluding alcoholic beverages) after local and state sales taxes (gross sales include all items, minus gratuity). Payments shall be made to the landlord at 400 East Front Avenue on the 10th day of each month. An itemized summary of all sales (on and off premise) will be included with the payment (a form will be developed that is acceptable to both parties). A processing fee (currently 3.15%, subject to change) will be added to any payments, including the phone reimbursement, made with a credit card. Processing fees can be avoided by making payment by cash or paper check.
6. **Payment Election:** Initial option below that will be applicable to the term of this agreement.

Credit card payments – rental fee plus processing fee
 Cash or paper check payment – rental fee

7. **Usage:** The premises are let to the tenant for use in operating an on-site food service and off-site catering business and related activities at the MCC. No part of the premises shall be used for any purpose other than those mentioned above. However, the tenant may obtain the landlord's written consent for the use of the MCC not defined above. Any use not mentioned above which occurs without written consent of the landlord is a breach of the terms of this lease and will authorize the landlord to take possession of the premises.

The tenant is entitled to use the Pro Shop as an office/storage facility for on-premise and off-premise catering.

Tenant will not use or permit anything to be used on the premises which will increase its rate of insurance, or that may be dangerous to life or limb. Tenant agrees not to deface,

injure, or mar the premises, or to exceed maximum occupancy per room and building. Additionally, tenant agrees not to do or permit to be done on the premises, passages, stairways, or on adjacent sidewalks or streets, anything that will create a nuisance.

All personal property owned by landlord and replaced by tenant with landlord's written permission shall be the tenant's property. The tenant shall have the right to remove such property at the time this lease terminates.

The tenant agrees to return the premises peaceable and promptly to the landlord at the expiration of the term of this lease, or at any previous termination, in as good condition as it was when taken by the tenant, with the exception of loss by fire, ordinary wear, the elements, or an act of God.

8. **Utilities:** The tenant is responsible for all utilities on the premises. This responsibility includes all payments for use of lights, water (except water used for lawn purposes), gas used for all purposes, electricity used for all purposes, and telephones.
9. **Bill Payments:** Tenant agrees to pay, as they become due, all bills for the use and occupancy of the MCC. The bills that the tenant is obligated to pay include but are not limited to, employee wages, food and beverage supplies, concessionaire supplies, and ALL other bills incidental to the operation of the business. The landlord agrees to pay the bills that this lease assigns to it.
10. **Staff:** All staff must be employees of the Tenant.
11. **Alcoholic Beverages:** Tenant will obtain the required state and local permits to sell alcoholic beverages on-site and for catered events.
12. **Soft Drink Sales:** Tenant will comply with landlord's contracted vendor to supply soft drink beverages throughout the Park District, including the MCC.
13. **Landlord's Improvements on Premises:** Tenant accepts the premises in "as is" condition.
14. **Repairs, Maintenance, and Alterations:** The tenant agrees to repair all damage caused by tenant's negligence or the negligence of its employees and customers, at its own expense. The tenant will keep the premises in good condition and promptly replace, at its own expense, any and all glass broken by tenant or its employees and customers in or about the premises with glass of the same quality. The tenant agrees to take the premises as arranged and divided by the lease agreement between the parties made at the date of the execution of this lease, and with such specified or agreed upon fixtures. The tenant will make no major alterations (over \$500) in or about the premises without first obtaining the landlord's written consent.

The landlord shall be responsible for all repair and maintenance related to the exterior of the structure and the associated exterior area. However, tenant shall be responsible for snow removal. Tenant shall also be responsible for keeping all sidewalks, entries, and walkways free from ice, snow, or other hazardous materials. Landlord reserves the right to contract snow removal (at tenant's expense) if tenant does not keep walkways, etc.

clean and safe. Tenant shall be responsible for any damage caused to the MCC or the surrounding properties due to snow removal.

Tenant shall be responsible for the maintenance and repairs of the interior of the premises and all personal property on the premises. This includes but is not limited to:

- a. Burglar alarm – including service fee
- b. Fire alarm – including service fee
- c. All repairs to kitchen facilities, appliances, ovens, refrigerators, garbage disposals, dishwashers, and coolers.
- d. All damage resulting from misuse or neglect from tenant.
- e. All damage resulting from the action of the public using the premises
- f. Responsibility of tenant to repair and maintain existing sound system to include all components such as amplifier, mixer, microphones, and projection screens.
- g. Tenant shall refinish the dining room floor and the dance floor every 12 months. Landlord shall be notified prior to and immediately after refinishing occurs.
- h. All repairs or improvements exceeding \$500 need the written approval of the landlord.
- i. Obligations related to City of Bismarck health, building, fire codes and inspections.

Landlord shall be responsible for repairs of the heating and air conditioning systems in the structure.

If the tenant fails to maintain the premises as described above and make the necessary repairs within a reasonable time, landlord may give written notice to the tenant that the landlord will perform the repairs and that all repair costs incurred by the landlord will be paid by the tenant.

15. **Replacements:** The landlord shall be responsible to replace kitchen facilities, appliances, ovens, refrigerators, garbage disposals, dishwashers, and coolers in the event that they are beyond repair.
16. **Media Equipment:** It is the responsibility of the tenant to supply and maintain media equipment (TVs, VCRs, CD players, etc.).
17. **Signs:** The tenant shall not erect or permit to be erected on the exterior of the premises or building, any sign or paraphernalia without the landlord's written consent.
18. **Sublet and Assignment:** The tenant agrees not to sublet the premises, or any part of it, and also not to assign this lease or any interest in it without the written consent of the landlord. The landlord's consent shall not be unreasonably withheld.

Tenant understands that any transfer or assignment of this lease will not release the tenant from liability for failure to keep and perform any term of this lease agreement.

19. **Commercial General Liability Insurance:** Tenant, at its own expense, shall secure and keep in force a commercial general liability insurance policy in the amount of \$1,000,000 per person and \$2,000,000 per occurrence insuring landlord and tenant against liability for bodily injury and property damage and naming the landlord as an additional insured. The policy shall contain product liability. In addition, comprehensive automobile liability insurance, including owned, hired, and non-owned coverage's in the amount of \$1 million must be secured by the tenant. All policies shall require the insurance company to notify landlord in writing prior to any cancellations. Tenant shall annually provide landlord with a copy or certificate concerning the liability insurance policy.

All insurance policies carried by either party covering the property shall expressly waive any right, including subrogation, on the part of the insurer against the other party.

20. **Personal Property Insurance:** Tenant will purchase renter's insurance for personal property owned by the Tenant. Tenant understands that its property is not insured under any of landlord's insurance policies.
21. **Building Insurance:** Landlord will insure the buildings and contents owned by the landlord.
22. **Liquor Liability:** Tenant shall maintain and keep in force liquor liability (dram shop) insurance with an occurrence limit of not less than \$1,000,000. Coverage must be evidenced by a certificate of insurance prior to the start of the contract and shall be provided on an annual basis hereafter.
23. **Workforce Safety and Insurance:** The amount required by state law and employer's liability coverage.
24. **Liability of Landlord:** Tenant agrees that the landlord, its agents or employees, are not liable to tenant for any personal property damage or loss on the premises unless the damage or loss is due to the negligence of the landlord, its agents or employees. The tenant further agrees that to the extent tenant is compensated by its insurance, the landlord, its agents or employees are not liable to tenant for any damage or loss regardless of whether the landlord, its agents or employees were negligent.

Tenant shall not hold the landlord liable or responsible for expenses for injury to tenant, person, or property, which was caused by the tenant's occupancy of the premises.

25. **Non-Discrimination Policy:** The tenant shall not exclude anyone from participating in, deny anyone the benefits or, otherwise subject anyone to discrimination on the basis of race, color, national origin, age, religion, sex, physical or mental disability, or status with respect to marriage or public assistance.
26. **Indemnification and Hold Harmless:** The tenant agrees that it will fully indemnify and hold harmless the Landlord from all claims, actions, causes of actions, lawsuits, etc. which may arise as a result of the tenant's management and operation of the MCC. This indemnification and hold harmless lease agreement includes, but is not limited to, an agreement to indemnify and hold the landlord harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including

attorney's fees, and any other consequences which may arise as a result of the tenant's management and operation of the MCC. It is expressly understood that the tenant shall be responsible for full indemnification of the landlord and will hold the landlord harmless from any and all such claims.

27. **Breach and Default:** Tenant shall have breached this lease and be in default of the same if:
- a. Tenant files a petition in bankruptcy, insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors,
 - b. Involuntary proceedings are instituted against tenant under any bankruptcy act,
 - c. Tenant fails to pay any rent when due and does not make the delinquent payment within five (5) days after receipt of notice of it from landlord, or
 - d. Tenant fails to perform or comply with use the facility or any of the covenants or conditions of this lease and such failure continues for a period of thirty (30) days after receipt of written notice of it from landlord.
28. **Effect of Breach:** In the event of a breach of this lease, the rights of landlord shall be as follows:
- a. Landlord shall have the right to terminate both this lease and all of the tenant's right, title, and interest under the lease, by giving the tenant not less than thirty (30) days written notice of such cancellation.
 - b. Landlord may, but is not obligated to, make payments or comply with lease agreements, terms, conditions required of the tenant under this lease. The landlord has the right to enter and remain on the premises to correct or remedy the tenant's default. Expenditures by the landlord in correcting the tenant's default do not constitute a waiver or release of the landlord's right to take action as is otherwise permissible under this lease.
 - c. Landlord may immediately re-enter the premises.
 - 1) Upon re-entry, landlord may remove the tenant's property and personnel. At the expense of the tenant, the landlord may store the tenant's property in a public warehouse or at a place selected by the landlord.
 - 2) Termination of the lease: After re-entry, the landlord may terminate the lease by giving the tenant thirty (30) days written notice of termination. Without the written notice, the landlord's re-entry will not terminate the lease.
 - 3) After the lease is terminated, the landlord may recover for all damages proximately caused by the breach. Such damages will include the cost of recovering the premises and also the value of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term. This sum shall be immediately due landlord from tenant.
 - d. After re-entry, landlord may relet the premises or any part of it. The landlord may choose the rent, terms, and length of the relet without terminating the original lease. Also, landlord may make alterations and repairs to the premises.
 - e. If the premises are relet, the rights and liabilities of the parties are as follows:

- 1) Tenant will still be liable to landlord for breach of this lease.
- 2) Landlord shall have the right to apply the rent received from reletting the premises toward:
 - (a) Reducing tenant's indebtedness to landlord under the lease
 - (b) Paying expenses of the reletting, alterations and repairs
 - (c) Payments of past or future rent due under this lease
- 3) Tenant shall be liable every month for rent payments. Before the end of every month, tenant must pay that month's rent deficiency. Such rent deficiencies include:
 - (a) The difference between the rent the landlord receives under the new lease agreement and the rent that is due for the same period under this lease.
 - (b) Rent payments not made promptly by the new tenant.
 - (c) The month's rent payment if the new tenant's rent payment has been applied toward other amounts due under this lease.
- 4) If the landlord's re-entry and subsequent relet are based on tenant's breach, the landlord may terminate this lease any time after reletting the premises.

f. After the landlord's re-entry, it may obtain a receiver to take possession and collect rents and profits of the tenant's business. If necessary in order to collect the rents and profits, the receiver may carry on the business of tenant, take possession of the tenant's personal property used in the business of tenant, including inventory, trade fixtures, and furnishings. Such property may be used in the business without compensating tenant.

The lease shall not be terminated and forfeited by landlord's proceedings for appointment of a receiver, the appointment of a receiver, or the conduct of the tenant's business by the receiver, unless landlord has given thirty (30) days written notice of termination to tenant.

g. If tenant fails to pay rent when due, a \$25.00 late fee shall be imposed on the fifth day of delinquency. In addition, tenant shall pay interest at a rate of 8% on the unpaid rent. Such interest shall begin to accrue on the first day of the rent delinquency. None of landlord's other rights in the event of a breach of this lease shall be affected by the late fee or interest.

29. **Destruction of Premises:** In the event of fire damage or other action of the elements to the premises, the landlord shall have the option to repair or rebuild the premises. No compensation or credit shall be made due to inconvenience or annoyance arising from the necessity of repairing any portion of such building, regardless of how the necessity occurred.

If landlord decides not to repair or rebuild the premises, landlord shall give the tenant thirty (30) days written notice that this lease is being terminated. Such termination shall be without liability to either landlord or tenant.

If the building generally (even though the premises leased under this lease agreement may not be affected) is injured or destroyed, the landlord shall have sixty (60) days after the occurrence to decide whether or not to rebuild or reconstruct the said building. If the landlord decides not to rebuild or reconstruct, the landlord shall give thirty (30) days written notice to the tenant. After that time, this lease agreement shall cease and the rent shall be apportioned and paid up to the time of such injury or destruction.

30. **Miscellaneous Provisions:**

- a. All understandings and agreements between the landlord and tenant are contained in this lease.
- b. Landlord and tenant agree that time is of the essence of this contract.
- c. All parts of this lease agreement shall be for the benefit of and shall be obligatory upon the heirs, executors, administrators, successors or assigns of the landlord and tenant respectively.
- d. The tenant agrees that no assent, expressed or implied, by the landlord, to a breach of this lease constitutes assent to a subsequent breach of this lease.
- e. The tenant agrees that the landlord shall at all times have the right to enter the premises to inspect the same. Tenant understands that landlord may make reasonable and necessary repairs during its inspection in order to protect and preserve the premises. This shall not be construed to require the landlord to make such repairs. Further, the landlord is not liable to the tenant or to anyone else for failure or delay in making repairs, or for damage or injury to person or property caused by making repairs or doing such work.
- f. The tenant's personal belongings which are left on the premises when the tenant vacates the premises, abandons the premises, or is dispossessed by process of law, shall be deemed abandoned and the property of the landlord at the landlord's opinion.

31. **Taxes:** Tenant shall be responsible for all real estate taxes on the premises during the term of the lease.

32. **Maintenance and Development of Business:** Tenant understands and acknowledges that the MCC is to be operated for the good of the general public. Tenant agrees to provide all reasonable comforts and conveniences to the patrons and to operate the business in a reasonable and professional manner.

33. **Coordination Meetings:** The landlord and tenant will meet bi-annually at agreed upon dates and time to review operations.

34. **Laws, Rules, and Ordinances:** Tenant understands that the premises shall not be used for any purpose in conflict with the laws of the United States or North Dakota, the ordinances or regulations of Bismarck, the Bismarck Parks and Recreation District, or any Board of said State or City (see Exhibit B for current landlord ordinances).

Tenant agrees that when operating such public concession, it will abide by all terms of this lease agreement.

Date: _____

By: _____

Mark Zimmerman, President
Board of Park Commissioners

Date: _____

By: _____

Dauntae Martin
Lady J's Catering
930 North Griffin St.
Bismarck, ND 58501

Exhibit A



Ordinances of the Park District of the City of Bismarck
Approved by the Board of Park Commissioners on December 15, 2011
Revised June 18, 2015 and December 21, 2023

WHEREAS, the Park District of the City of Bismarck is a municipal subdivision organized pursuant to chapter 40-49 of the North Dakota Century Code (“N.D.C.C.”); and

WHEREAS, Section 40-49-13, N.D.C.C., provides for the exercise of the powers of the Board of Park Commissioners by ordinance; and

WHEREAS, the Park District of the City of Bismarck has heretofore from time to time enacted ordinances pursuant to law and desires to amend and restate such ordinances.

NOW, THEREFORE, Be it enacted by the Board of Park Commissioners of the Park District of the City of Bismarck:

1. Authority

These ordinances are enacted pursuant to section 40-49-12, N.D.C.C., and shall be known and cited as the ordinances of the Park District of the City of Bismarck.

2. Existence of the Park District

The Park District of the City of Bismarck (“Park District”) has been created in accordance with the laws of the State of North Dakota. The Park District includes all of the park territory within the City of Bismarck and such other areas as may be incorporated in the city limits in the future, and such other areas that have been acquired by the Park District or are managed by the Park District and areas that are acquired by or managed by the Park District in the future.

3. Repeal

All ordinances previously adopted by the Park District (Section 25-16 through 25-141, Appendix A of Code of Ordinances, City of Bismarck) are hereby repealed as of the date of enactment of these revised ordinances; however, such prior ordinances shall apply to any acts or offenses committed prior to the repeal.

4. Scope

The provisions hereof are enacted for the regulation of the use and care of the parks and trees of the Park District of the city by the public, and nothing herein contained shall operate to restrain or hinder the park commission of the Park District, or the individual members thereof, or the employees of such commission, in the performance of their official duties.

5. Disposition of offenses

A criminal or non-criminal offense as set forth in the City Code of the City of Bismarck shall be punished pursuant to City Code as determined by the municipal court. Any violations of the North Dakota Century Code shall be dealt with in the district courts of North Dakota pursuant to the laws of North Dakota. Any violations of Park District ordinances shall be punished by a fine not more than five-hundred dollars (\$500.00) pursuant to the maximum penalty set forth in section 40-49-12(3), N.D.C.C. The municipal court of the City of Bismarck shall have jurisdiction over all Park District ordinance violations.

6. Enforcement

The Police Department of the City of Bismarck is hereby authorized to enter onto and to enforce all of the Park District ordinances, all offenses and provisions as set forth in Title 3, Animal Control and Protection, and Title 6, Criminal Offenses, of the City of Bismarck Code of Ordinances, and state statutes in the parks under the operation and control of the Park District in the city. The Burleigh County Sheriff is hereby authorized to enter onto and to enforce all of the Park District ordinances and state statutes in the parks under the operation and control of the Park District that are located in Burleigh County outside the city limits. Park District employees or agents of the Park District are authorized to enforce violations of Park District ordinances.

7. Meetings of the Board

The Board of Park Commissioners shall meet the third Thursday of every month at 5:15 p.m. in the City/County Building at 221 North 5th Street, Bismarck, unless some other time or place shall be specifically fixed by the board.

8. Operation of vehicles

- (1) In addition to the provisions of this ordinance, Title 12, Traffic Ordinances, of the City of Bismarck Code of Ordinances, as amended, shall apply to all Park District property.
- (2) No person shall operate any motorized vehicle on any area within the parks other than the roads, driveways or parking lots provided for such purposes. The prohibitions of this subsection do not apply to medical mobility devices, or vehicles used by peace officers, emergency personnel, maintenance personnel or special event personnel in the performance of their official duties.

9. Prohibited Acts

- (1) All offenses and provisions as set forth in Title 3, Animal Control and Protection, and Title 6, Criminal Offenses, of the City of Bismarck Code of Ordinances, as amended, shall apply to all Park District property.
- (2) It shall be unlawful for any person using parks under the operation and control of the Park District to perform any of the following acts:
 - a. Use of glass beverage containers or to break any glass object.
 - b. Consume or possess alcoholic beverages without first obtaining a beverage permit from the Park District.
 - c. Ride or lead horses except in the Horse Arena or other designated or approved area.
 - d. Build any fire for any purposes, except in such places as may be designated by the Park District.
 - e. Posting of posters and advertisements.
 - f. Maintain any refreshment stand, offer any article of any character for sale, or conduct any business for profit on Park District property without obtaining a permit from the Park District.
 - g. Knowingly carry or discharge any dangerous or concealed weapon, or any firearms, gun, air rifle, slingshot or other similar weapon at a school or school-sponsored event on school property or a publicly owned or operated building except for (1) the use of bow and arrow within a designated archery range or with a Special Herd Reduction Deer bow license or a special turkey bow license issued by the North Dakota Game and Fish Department in Bismarck and a trespass permit issued by the Bismarck Chief of Police or (2) the use of approved equipment, such as BB guns, in Park District approved classes. The exemptions identified in section 62.1-02-05(2), N.D.C.C. apply to this subsection.
 - h. Permit any animal to run at large. Dogs must be leashed except in the leash-free area of a dog park.
 - i. Fail to promptly clean up and dispose of the excrement of an animal for which you are responsible that is deposited upon park property.
 - j. Hunting, trapping or killing of animals or birds, except for the use of bow and arrow within a designated area with a Special Herd Reduction Deer Bow license or a special turkey bow license issued by the North Dakota Game and Fish Department in Bismarck and a trespass permit issued by the Bismarck Chief of Police.
 - k. Camp overnight in any parks except parks designated for overnight camping with a valid permit.
 - l. Enter upon any portion of a park which is temporarily or permanently closed to the public.
 - m. Bring in or dump, deposit or leave waste, garbage, refuse or other trash, except in proper receptacles where provided.
 - n. Deposit snow in any city park.
 - o. Violate posted or printed rules of the Park District.

10. Park Trees

The ordinances in Title 13, Trees and Vegetation, of the City of Bismarck Code of Ordinances, as amended, shall apply to all Park District property.

Approved by the Board of Park Commissioners: December 21, 2023

Published in The Bismarck Tribune: December 28, 2023

Effective: December 31, 2023



November 13, 2024

Kevin Klipfel, CPRE
Executive Director
Bismarck Parks and Recreation District
400 E Front Ave
Bismarck, ND 58504

Re: South Bismarck Flood Control Project Update

Dear Mr Klipfel,

The City of Bismarck requests an opportunity to present an update on the South Bismarck Flood Protection Project to the Parks and Recreation District Commissioners. Since we last presented to your Board, we have met with you, other BPRD staff and Dakota Zoo representatives on multiple occasions to collaborate on how this important flood protection project can be implemented within Clem Kelly Athletic Complex, Sertoma Park and Dakota Zoo, while avoiding or mitigating impacts to your facilities and stakeholders. We appreciate your engagement in this process and your willingness to seek solutions.

We would also like to share our current understanding of the Federal Aviation Administration (FAA) oversight and constructability of the South 12th Street alternative. The most challenging regulatory aspects of this alternative involve FAA's approval of a land-use change on Bismarck airport property, reimbursement of up to \$24.2M in previously invested wildlife hazard habitat modification FAA funds, and adherence to advisory circulars on wildlife attractants. Because of these regulatory uncertainties combined with geotechnical, groundwater and environmental concerns on the airport property, we have focused recent efforts on finding beneficial solutions associated with the Bismarck Expressway alternative.

Enclosed are multiple iterations of how BPRD property could look with the flood control project infrastructure integrated within. We look forward to continuing our dialogue with you, your Board and BPRD stakeholders as we attempt to find a solution that delivers flood protection to south Bismarck.

Sincerely,

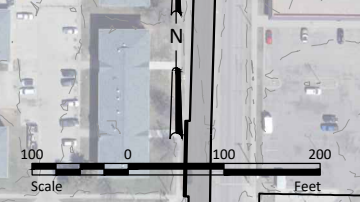
A handwritten signature in black ink that reads "Gabe Schell".

Gabe Schell, PE
City Engineer

Enc.



- NOTES:
1. ALL IMPACTED FACILITIES WILL BE REPLACED AT A MINIMUM 1:1 RATIO.
 2. PARKING WILL BE REPLACED AT A MINIMUM 1:1 RATIO.



W ARBOR AVE

S WASHINGTON ST

W BISMARCK EXPY

NGTON ST

RELOCATED
OUTDOOR WORKOUT
STATION

FUTURE

PICKLEBALL COURTS WITH
HIGHER FENCE OR
NETTING ADJACENT TO
BALL DIAMOND

RESTROOMS

BLEACHERS

TOURNAMENT SHACK/
RESTROOMS

PROPOSED 2-DIAMOND
POND

H:\JBN\4400\4489_0049 South Flood Control\11-Task 11-Clem Kelley\CAD\Plans\4489-0049 Clem Kelley Park - Option 1a.dwg SURGE POND-11/14/2024 8:39 AM-(johson)

No.	Revision	Date	By



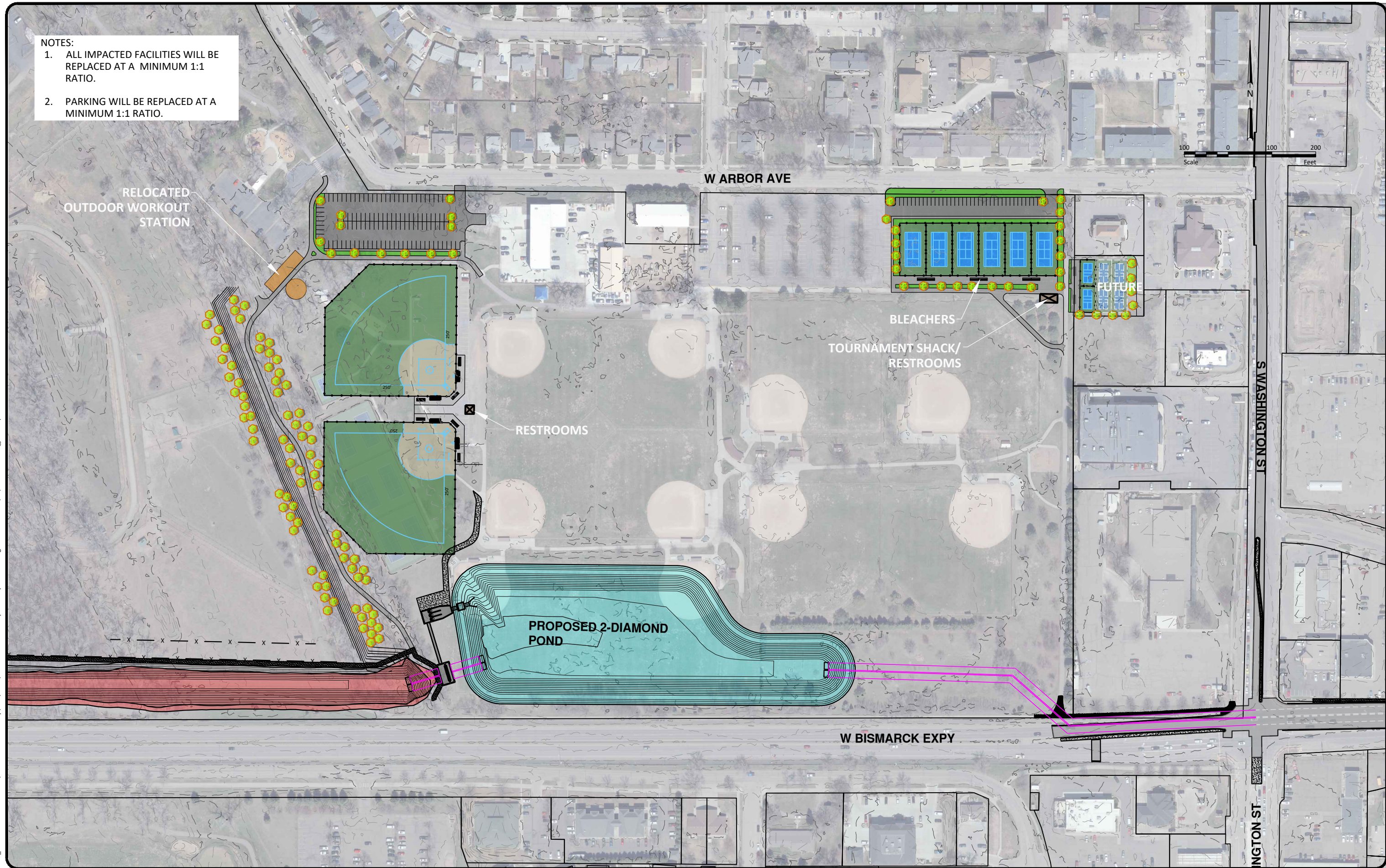
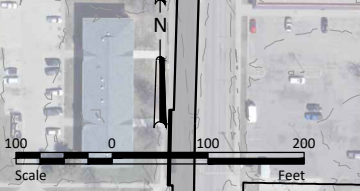
Drawn by
JJJ
Date
11-13-2024
Checked by
RGE
Scale
AS SHOWN

CLEM KELLEY PARK
BISMARCK, ND
PRELIMINARY CONCEPT PLANS

OPTION 1A
PROJECT NO. 4489-0049

SHEET
1

- NOTES:
1. ALL IMPACTED FACILITIES WILL BE REPLACED AT A MINIMUM 1:1 RATIO.
 2. PARKING WILL BE REPLACED AT A MINIMUM 1:1 RATIO.



H:\JBN\4400\4489_0049 South Flood Control\11-Task 11-Clem Kelley\CAD\Plans\4489-0049 Clem Kelley Park - Option 1b.dwg SURGE POND-11/14/2024 8:40 AM (johanson)

No.	Revision	Date	By



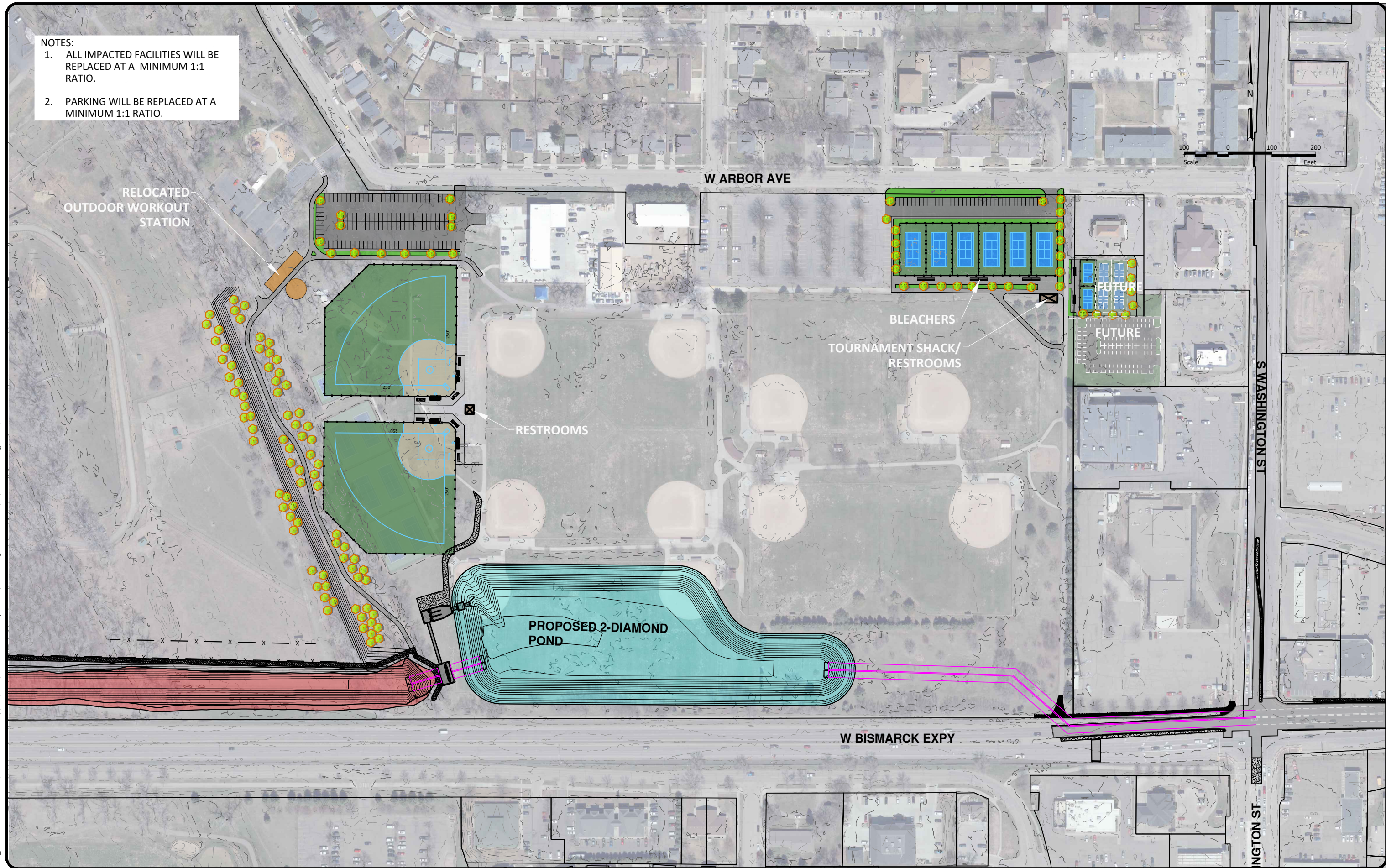
Drawn by
JJJ
Date
11-13-2024
Checked by
RGE
Scale
AS SHOWN

CLEM KELLEY PARK
BISMARCK, ND
PRELIMINARY CONCEPT PLANS

OPTION 1B
PROJECT NO. 4489-0049

SHEET
1

- NOTES:
1. ALL IMPACTED FACILITIES WILL BE REPLACED AT A MINIMUM 1:1 RATIO.
 2. PARKING WILL BE REPLACED AT A MINIMUM 1:1 RATIO.



H:\JBN\4400\4489_0049 South Flood Control\11-Task 11-Clem Kelley\CAD\Plans\4489-0049 Clem Kelley Park - Option 1c.dwg-SURGE POND-11/14/2024 8:43 AM-(johnson)

No.	Revision	Date	By



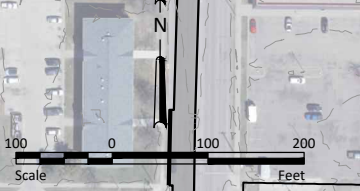
Drawn by
JJJ
Date
11-13-2024
Checked by
RGE
Scale
AS SHOWN

CLEM KELLEY PARK
BISMARCK, ND
PRELIMINARY CONCEPT PLANS

OPTION 1C
PROJECT NO. 4489-0049

SHEET
1

- NOTES:
1. ALL IMPACTED FACILITIES WILL BE REPLACED AT A MINIMUM 1:1 RATIO.
 2. PARKING WILL BE REPLACED AT A MINIMUM 1:1 RATIO.



W ARBOR AVE

S WASHINGTON ST

W BISMARCK EXPY

CONCESSIONS/
RESTROOMS

SHADE STRUCTURES

TOURNAMENT SHACK/
RESTROOMS

PLAYGROUND

PROPOSED 2-DIAMOND
POND

H:\JBN\4400\4489_0049 South Flood Control\11-Task 11-Clem Kelley\CAD\Plans\4489-0049 Clem Kelley Park - Option 2.dwg SURGE POND-11/14/2024 8:46 AM-(johanson)

No.	Revision	Date	By



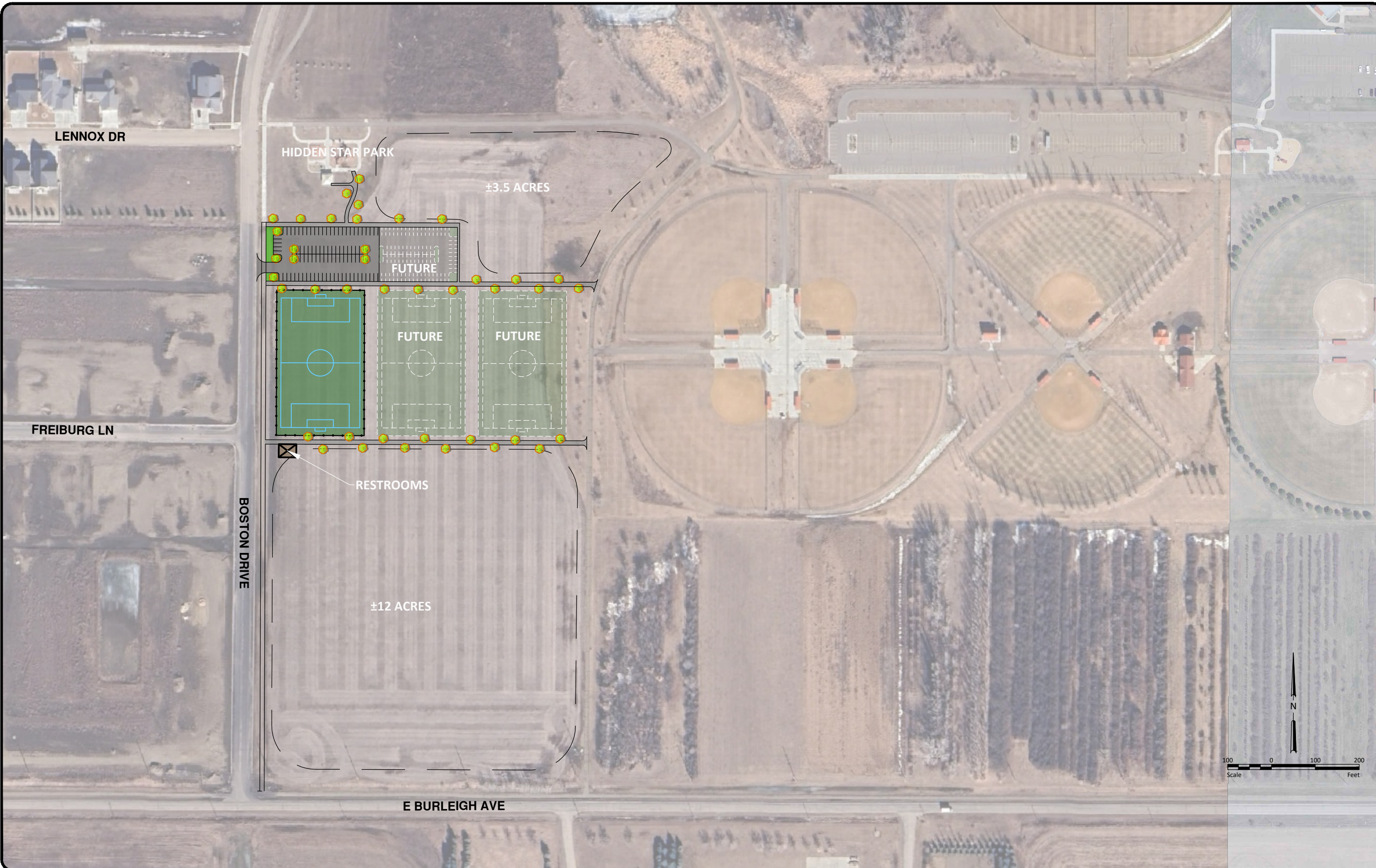
Drawn by
JJJ
11-13-2024
Checked by
RGE
Scale
AS SHOWN

CLEM KELLEY PARK
BISMARCK, ND
PRELIMINARY CONCEPT PLANS

OPTION 2
PROJECT NO. 4489-0049

SHEET
1

H:\JBN\4400\4489\4489_0049 South Flood Control\11-Task 11-Clem Kelley\CAD\Plans\4489-0049 Cottonwood Park - Option 1.dwg-SURGE POND-11/14/2024 8:32 AM-(johnson)



No.	Revision	Date	By



Drawn by JJJ	Date 11-13-2024
Checked by RGE	Scale AS SHOWN

COTTONWOOD PARK
BISMARCK, ND
PRELIMINARY CONCEPT PLANS

OPTION 1
PROJECT NO. 4489-0049

SHEET
1

MINUTES OF THE BOARD OF PARK COMMISSIONERS
October 17, 2024

The Board of Park Commissioners held their regular meeting on October 17, 2024 in the Tom Baker meeting room of the City/County Building. President Zimmerman called the meeting to order at 5:15 pm. Commissioners Herzog, Redmann and Jeske were present. The pledge of allegiance was said.

Commissioner Jeske moved to approve the agenda as presented. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

The following people appeared before the Board as the featured partners and programs:

- Thom Brigl, owner of the Bismarck Sports Group
- Bismarck Municipal Ballpark user groups
 - Bismarck Youth Baseball – Matt Sagsveen and Andrew Feist
 - Bismarck Larks – Nate Maddox
 - University of Mary – Cooper Jones

Commissioner Jeske moved to approved the proposed lease addendum with the Missouri Valley Family YMCA for the shared use of the parking lot adjacent to the VFW Sports Center. Commissioner Herzog seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Redmann moved to approve the request to call for bids for the lighting project at the Nishu Bowmen and Joann Hetzel Memorial 4-H Buildings. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Herzog moved approval for staff to call for bids for the purchase of maintenance equipment and golf carts in 2025. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Park District staff was notified that PepsiCo Beverage Sales, LLC sold the full service vending portion of the company to Green Food 2 Go. Green Food 2 Go will honor PepsiCo Beverage Sales, LLC's vending commission that is in the 2023-2027 soft drink and supply agreement that was approved by the Board on February 4, 2022. Commissioner Redmann moved to approve the addendum for this change as presented. Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

President Zimmerman reviewed the following items on the consent agenda:

- Consideration of September 19, 2024 Board meeting minutes.

- Consideration of a real estate purchase agreement for Lot 8, Block 1, Hay Creek Park Addition.

Commissioner Jeske moved to approve the consent agenda presented. Commissioner Herzog seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.


Commissioner Jeske moved to approve bills for payment with checks 408159 to 408165 and 217044 to 217290 along with bank drafts DFT001465 to DFT001474, EFTs 3063 to 3104 and direct deposits 79289 to 80179. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

The next regular Board meeting will be held on November 21, 2024 at 5:15 pm in the Tom Baker Meeting Room. The full-time and full-time seasonal employee luncheon will be held November 19, 2024 at 11:30 am at the Municipal Country Club. The meeting was adjourned at 6:11 pm.

Let's Play!

DATE: November 13, 2024

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

RE: 2025 Matching Grant Application

The Matching Grant application for 2025 has been updated. The only change that was made was to update the dates. Staff requests Board approval. Please let me know if you have any questions.

A nationally accredited park and recreation agency.



**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

www.bisparks.org

Matching Grant Application 2025

FACILITIES • GROUNDS • EQUIPMENT



PURPOSE

The purpose of the **Matching Grant Program** is to encourage associations, organizations, clubs, or individuals to sponsor a project in a Bismarck Parks and Recreation District (BPRD) facility or park for the advancement of recreation opportunities in Bismarck.

INITIAL PROJECT REVIEW: Prior to submission and deadline, Mike Wald, Facilities and Programs Director, must be contacted at 222-6455 to conduct an initial project review to make sure project meets minimum specifications.

RECOGNITION OF MATCHING GRANT: The approved projects shall have a recognition plaque, dedication, or some other recognition signifying the project is part of the BPRD Matching Grant Program.

ADMINISTRATION AND ACCOUNTING: Administration and accounting procedures will be determined by agreement with approved parties. All approved projects on BPRD property must follow BPRD purchasing guidelines, local ordinances, and state laws. Upon completion of the projects on BPRD property, BPRD will assume ownership of the improvement or equipment, unless other arrangements are agreed upon.

WHO CAN APPLY: Associations, organizations, clubs, or individuals in the BPRD who are interested in applying for a grant to sponsor a project may apply. Projects must be facility improvements and may include the purchase of recreation equipment.

SCHOOL DISTRICT PROPERTY: Projects on school district property must have a letter of support from the school district's buildings and grounds supervisor and school principal.

APPLICATION OBTAINED AT: BPRD Office, 400 East Front Avenue Bismarck, ND 58504. Applications will be available after January 1 of each year.

APPLICATION DEADLINES: Application deadlines for 2025 are 5:00 pm on February 3 (Round 1) and June 2 (Round 2).

FUNDS AVAILABLE: The Board of Park Commissioners shall determine how much, if any, will be available each budget year for matching funds and may change or make exceptions to the amount at any time. \$125,000 has been budgeted for 2025.

APPLICATION REVIEW/INTERVIEW: After the deadline, a committee of staff and Commissioners will review all applications, conduct a short interview with applicants, and make recommendations to the Board of Park Commissioners at the February 16 and June 19 Park Board meetings.

APPLICATION APPROVAL/DENIAL: Letters will be sent to all applicants, indicating the approval or denial of grant money. For those approved, an agreement will be sent to the successful project sponsors, which states the provisions of the grant funds.

- FUNDING:** Projects will be funded at no more than 50 percent of the total estimated cost, or up to a maximum of **\$25,000**, whichever is less. The Matching Grant Program provides a dollar-for-dollar match. The program does not consider matching funds for projects with in-kind expenses. The Board of Park Commissioners, at its discretion, may approve matching funds of over **\$25,000**.
- PROJECT SPONSOR CERTIFICATION:** The project sponsor must certify that they have the necessary funds for their share of the total estimated project's cost.
- GREATEST CONSIDERATION:** Projects that will receive the greatest consideration are as follows:
- Projects that fit into the BPRD's strategic plan, mission and vision.
 - Projects that serve a wide variety of people or large number of people, rather than to projects serving a limited group.
 - Projects that can be used throughout the year – more than one season.
 - Projects that have a developmental plan approved or reviewed by BPRD.
 - Projects that are on BPRD property.
 - Playground projects must comply with current playground standards and guidelines. Playgrounds that include a ramp with an accessible route will receive the highest consideration.
- NO CONSIDERATION:** Projects that will **NOT** receive consideration for funding:
- Projects on private property as fixed improvements that aren't open to the public.
 - Personnel, operations, consultants.
 - Projects that have begun before grant approval.
 - Projects that use in-kind expenses as a match for grant application.
 - No clothing or uniforms.
- PROJECT COMPLETION:** The approved projects must be completed in the year they are awarded, otherwise BPRD funding will be lost.

2025 MATCHING GRANT APPLICATION

APPLICATION DEADLINE: 5:00 PM ON FEBRUARY 3 AND JUNE 2

COMPLETE AND RETURN TO:

Bismarck Parks and Recreation District • Attn: Mike Wald
400 East Front Avenue • Bismarck, ND 58504 • (701) 222-6455
mwald@bisparks.org

1. DATE OF APPLICATION: _____

2. APPLICANT: _____

CONTACT PERSON: _____ IF SCHOOL, PRINCIPAL'S NAME: _____

ADDRESS: _____ CITY: _____

STATE: _____ Zip: _____ TELEPHONE NUMBER: (H) _____ (C) _____

EMAIL ADDRESS: _____

3. PROJECT TITLE: _____

4. ESTIMATED PROJECT START DATE: _____ COMPLETION DATE: _____

5. DESCRIPTION OF PROPOSED PROJECT (INCLUDE LOCATION AND SITE MAPS WHERE APPLICABLE):

6. JUSTIFICATION FOR PROJECT:

7. ESTIMATED NUMBER OF PEOPLE BENEFITED: _____

8. ESTIMATED AGE CATEGORIES BENEFITED: _____

9. TOTAL ESTIMATED PROJECT COST (INCLUDE ANY PRICE QUOTES OR COST ESTIMATES RECEIVED):

10. AMOUNT OF ASSISTANCE REQUESTED: _____

11. AMOUNT OF APPLICANT'S CONTRIBUTION: _____

12. OTHER SOURCES OF ASSISTANCE (NAME, TYPE, AMOUNT):

13. BY SIGNING OR TYPING MY NAME BELOW, I HEREBY CERTIFY THAT FUNDS IN THE AMOUNT OF \$ _____
(AT LEAST 50 PERCENT OF TOTAL ESTIMATED COSTS) ARE AVAILABLE FOR THE ABOVE STATED PROJECT.

SIGNATURE: _____

TITLE: _____

DATE: _____

PROJECT COST ESTIMATES

Attach any written cost estimates received from vendors or contractors, etc.


PROJECT ITEM	UNITS	ESTIMATED COST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	TOTAL:	_____

APPLICATION CHECKLIST

- Initial project review with Facilities and Programs Director?
- Application completed?
- Project sponsor certification of funds available?

- SCHOOL PROJECTS:**
- Letter of approval from BPS Buildings and Grounds?
 - Letter of approval from school principal?

Let's Play!

DATE: November 5, 2024
TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
FROM: Kevin Klipfel, Executive Director 
RE: List of Engineering, Architect and Planning Services

Attached you will find the list of firms who submitted their qualifications to the Park District by 12:00 noon on October 31, 2024, and staff recommends approval. If approved, this would be the list of qualified firms the Park District could choose from for projects starting after the November 2024 Board meeting through 2026.

Consulting firms can be added to this list at any time during the two years by submitting their qualifications for consideration and approval by the Park Board. Please let me know if you have any questions.

A nationally accredited park and recreation agency.

Request for Qualifications - Engineering, Architect and Planning Services

Proposals received by 12:00 noon on October 31, 2024

Engineers

AE2S

Apex Engineering Group

Bartlett & West

CMTA

CWSTRUCTURAL

EAPC

Houston Engineering Inc.

KLJ

MBN Engineers

Moore Engineering, Inc.

Mountain Plains, LLC

Prairie Engineering, P.C.

Short Elliot Hendrickson Inc.

Architects

AGL Landscape Architects

Bartlett & West

EAPC

Endeavor ND

HTG

Icon Architectural Group

J2Studio

JLG Architects

Short Elliot Hendrickson Inc.

Ubl Design Group

Construction Manager

JE Dunn



Let's Play!

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

FROM: David Mayer, Operations Director *DM*
Mike Wald, Facilities & Program Director *MW*

DATE: November 13, 2024

RE: Request Board Authorization to Call for Bids


Staff is requesting authorization to call for bids for fertilizer for the 2025 season.

A nationally accredited park and recreation agency.

Let's Play!

DATE: November 13, 2024

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

RE: BSC Aquatic and Wellness Center Advisory Committee Appointment

The BSC Aquatic and Wellness Center Advisory Committee met on Wednesday, November 13, 2024. One committee member is to be appointed by the Park District's governing body to represent community facility users. It is recommended that Elyse Puklich be appointed to this committee. This recommendation has been presented to her and she would be pleased to serve in this capacity.

A nationally accredited park and recreation agency.

DATE: November 15, 2024

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman

FROM: Kevin Klipfel, Executive Director *(KL)*

RE: Board Consideration of Change Orders for Cultural Resource Studies

Included with this memo you will find two memos requesting Board authorization for change orders for two trail projects. The change orders are large enough to require Board authorization.

KLJ is the consultant for the Tyler Parkway shared use path project and Apex Engineering is the consultant for the Meridian Drive to General Sibley Park shared use path project. As indicated in the consultant memos, the consultants were not aware that any cultural resource studies were required. KLJ has requested a change order in the amount of \$24,600 and Apex is requesting a change order for \$18,245. Staff recommends Board approval of these change orders. Please let me know if you have any questions.



400 E. Broadway Ave – Suite 600
Bismarck, ND 58501-
KLJENG.COM

Memorandum

Date: November 13, 2024
To: Kevin Klipfel – Bismarck Parks and Recreation District
Copy to: Brad Krogstad, PE - KLJ
From: Andrew Werder, PE - KLJ
RE: Tyler Parkway Shared Use Path – Cultural Resource Studies

Remarks

The original Agreement between KLJ (Engineer) and BPRD (Owner) for Tyler Parkway Shared Use Path (Project) was effective on 9/15/22. For Cultural and Environmental clearance documentation, Engineer's scope of work included preparation of North Dakota SFN 18878 – NDDOT Determination and Approval for Categorical Exclusion and Categorical Exclusion by Definition (CED) Checklist and submittal to NDDOT office of Local Government. Engineer's scope excluded Class I and Class III Cultural Resource studies because the project limits had been disturbed several times during construction of Tyler Parkway and the adjacent subdivisions, and NDDOT had given no previous indication that any Cultural Resource studies or inventories were required.

Class I and Class III Cultural Resource studies were requested by NDDOT after the original Agreement was executed. KLJ performed a Class I Cultural Literature Review and a Class III Cultural Resource Inventory and report for an approximately 14.45-acre area which included 15-meter pedestrian transects and 21 shovel probes. Additionally, a Traditional Cultural Specialist (TCS) from the Standing Rock Sioux Tribe was required to be present during the Class III Inventory.

We respectfully request additional fees of \$3,500.00 for the Class I Cultural Resource Study and \$21,100.00 the Class III Cultural Resource Inventory and TCS for a total of \$24,600.00.



Water | Transportation | Municipal | Facilities

Memorandum

To: Kevin Klipfel-Bismarck Parks & Recreation District

From: Apex Engineering Group, Inc.
Thomas Demke, PE
Mike Berg, PE

Re: South Washington Trail Extension

Date: November 15, 2024

The original Agreement between Apex Engineering Group (Apex) and the Bismarck Parks & Recreation District was effective on September 21, 2023. The scope of services included in that Agreement included planning, design, and construction administration phases; no environmental tasks were included. Following the decision to use federal funds administered through the North Dakota Department of Transportation (NDDOT), the NDDOT requested that a Categorical Exclusion be completed.

Apex completed the Categorical Exclusion and received approval from NDDOT on October 8, 2024. Tasks included in this process included:

- Field aquatic resources delineation and report
- Categorical Exclusion by Definition Checklist
 - Endangered Species Act Section 7 Affect Determination Package
 - Environmental Justice Analysis
 - Section 106 Coordination
 - Solicitation of Views letter
- Section 404 Pre-Construction Notification (US Army Corps of Engineers permit)
- City of Bismarck Floodplain Development Application

We respectfully request additional fees of \$18,425 for completion of the above listed tasks.

Memo

To: Park Board Commissioners
From: Kathy Feist, Finance Director *KF*
Kevin Klipfel, Executive Director *KK*
Date: November 13, 2024
Re: Accounting Policy and Procedure Handbook Changes

Proposed changes to the Accounting Policy and Procedure Handbook as summarized below were reviewed by the management teams. The proposed changes presented for board approval:

Pages 25 to 26 – Delinquent Payments: Clarified the process to collect check payments, added language to clarify how to process delinquent membership payments, and clarified that all unpaid items are subject to annual review by the Executive Director.

Page 35 – Refund Policy: Changed number of days' notice required for outdoor park shelters and indoor community room reservations from 5 to 7 days and 30 to 28 days, respectively; Changed notice required from 24 to 48 hours for birthday party cancellations, including skating birthday parties and added a \$5 cancellation fee; Added cancellation notice requirements for ice time, dry floor time, and meeting rooms at the arena and added cancellation fees of \$30 per hour for ice time, \$10 per hour for dry floor time, and \$10 for arena meeting rooms, with appropriate notice and no refund within 6 days of rental date.

Requested Board action is to approve the proposed changes to the Accounting Policy and Procedure Handbook and approve the updated fees and charges to include the above noted cancellation fees as reviewed and supported by the management teams.

A nationally accredited park and recreation agency.

Our Vision

Be the leader and premier provider of public parks, programs, facilities and leisure services.

Our Mission

Work with the community to provide residents and visitors the highest quality park, program, facility and event experience.

Core Purpose

Provide affordable, accessible, and sustainable public park and recreation services.

Our Values

Accountability	Diversity
Collaboration	Integrity
Community	Professionalism

GENERAL OPERATING PROCEDURES

DELINQUENT PAYMENTS

1. The following are considered ~~to be~~ delinquent payments:
 - A. Check or automatic withdrawal payment returned unpaid for any reason ~~that may include the following:~~
 - ~~1. Non-sufficient funds (NSF)~~
 - ~~2. Closed bank account prior to payment clearing~~
 - ~~3. Stop payment issued prior to payment clearing~~
 - B. Late payment on account
2. The following procedures will be followed to collect payment on checks:
 - A. The unpaid check is submitted by the Park District's financial institution to the designated collection agency for collection.
 - B. Delinquent account holder is contacted by Accounting or designated staff and informed that their registration transaction is not valid until unpaid check and applicable fee is paid at the designated collection agency. Delinquent account holder is not eligible to participate or receive services until valid payment and applicable fees are paid in full.
 - C. ~~The unpaid check is recorded by Accounting staff and monitored for collection. An invoice is created for the unpaid check amount and any applicable fees.~~
 - D. ~~The unpaid check listing will be reviewed annually by the Executive Director. If an unpaid check is deemed uncollectable, it will be presented to the Board of Park Commissioners for write-off as a bad debt.~~
3. The following procedures will be followed to collect payment on unpaid automatic withdrawal payments:
 - A. The delinquent account holder is called and/or emailed by the specialist or manager and payment is requested. If applicable, fitness facility membership is suspended and their account displays a balance due.
 - B. If there is no response within one week, a second attempt to contact delinquent account holder is made by letter. If applicable, fitness facility membership continues to be suspended, ~~and their account displays a balance due.~~
 - C. After two failed payments, membership is cancelled and cancellation fee is added to the account, if applicable. If membership is within the initial term, failed payment amount and cancellation fee balances are shown due on account. If membership is post initial term, only failed payment balance is shown due on account. In all cases, delinquent account holder customer

GENERAL OPERATING PROCEDURES

account is suspended.

4. The following procedures will be followed to collect payment for late payments on account:

A. Invoices are generated ~~through the accounting system~~ at time of billing. Statements are generated monthly for accounts that have past due invoices.

B. Accounting staff distributes monthly aged accounts receivable reports to managers for all accounts with invoices 60 days or more past due.

C. The delinquent account holder is called by the manager or designated staff and payment is requested. If the telephone number is unknown, a letter signed by the manager is sent.

D. If there is no response within two weeks, a letter from the manager is sent allowing two more weeks and informing the delinquent account holder that if no response is received the Park District will pursue all available legal proceedings to collect payment on account.

~~5. E.~~ The delinquent accounts will be reviewed annually by the Executive Director. If an account is deemed un-collectable and is equal to or less than \$500, it will be written off. If an account is deemed un-collectable and is greater than \$500, it will be presented to the Board of Park Commissioners ~~for write~~ to be written off as a bad debt.

Approved 11/16/2023

GENERAL OPERATING PROCEDURES

REFUND POLICY

1. Refunds are provided as follows:

- a. Participants will receive a full refund when the youth or adult program is cancelled or has not officially begun.
 - b. Eagles Park and General Sibley Park and Campground cancellation requests must be made a minimum of 2 days prior to the camper's arrival date and time (2pm Central time) ~~in order~~ to be considered for a refund of campsite fee(s) minus cancellations fee(s). Park staff may accommodate an early departure by processing a refund for any remaining nights (minus cancellation fee), including the night of the request, if the departure is made prior to check-out time (2pm Central time).
 - c. Outdoor park shelter reservation cancellation requests must be made a minimum of ~~5~~ 7 days prior to the reservation date to be considered for a refund (minus cancellation fee).
 - d. Indoor community room reservation cancellation requests must be made a minimum of ~~30~~ 28 days prior to the reservation date to be considered for a refund (minus cancellation fee).
 - e. Capital Racquet and Fitness Center, BSC Aquatic and Wellness Center, and outdoor pool, skating birthday party refund requests must be made a minimum of 24-48 hours prior to party date to be considered for a refund (minus cancellation fee).
 - e.f. VFW Sports Center and Capital Ice Complex cancellation requests must be made a minimum of 21 days prior to the ice time or dry floor time reservation to receive a full refund. Cancellation requests between 7 and 20 days of reservation will be subject to a cancellation fee. Refunds will not be given with less than 7 days' notice. Arena meeting room cancellation requests must be made a minimum of 48 hours prior to the reservation to be considered for a refund (minus the cancellation fee).
2. Rain checks may be issued due to inclement weather at golf courses and outdoor swimming pools. Rain checks must be used within the current season.
3. Refunds (minus cancellation fees) may be issued direct to the credit card used to pay for the original transaction, as a credit on account, or by check. Refund checks will be mailed to the payer within 10-12 working days after the refund is approved and submitted to the accounting office.
4. Requests for exceptions to this refund policy must be submitted in writing to the appropriate director or their designee for consideration.

Approved 5/16/2024