

March 14, 2025

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

FROM: Kevin Klipfel, Executive Director (CK)

SUBJECT: March 20, 2025 Park Board Meeting Packet and Overview

Commissioners:

Attached you will find the park board packet and overview for the meeting on March 20, 2025 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 - State Amateur Basketball Tournament  
Facility Specialist Brandon Wilkens will provide an update to the Board about this upcoming event.

**Item 5.** Disposition of Bids - 2025 Concrete Projects  
Finance Director David Mayer will review the bid summary found in the packet.

**Item 6.** 2026 Budget Development  
Finance Director Kathy Feist will review the 2026 budget development schedule that is included in the packet.

**Item 7.** Discussion on Supporting HB 1020, ND Department of Water Resources Budget, Which Includes Funds Allocated for the South Bismarck Flood Control Project  
Commissioner Herzog would like the Board to consider supporting this bill which includes funding for the south Bismarck flood control project.

**Item 8.** 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 February 20 and 24, 2025 Board Meeting Minutes – The minutes are included for your consideration.

- Request Board Approval to Apply for Various Grants – Operations Director David Mayer has provided a memo.
- Consideration of Agreements
  - Burleigh County Companion Agreement – Operations Director David Mayer has provided a memo with information about the companion agreement as well as the agreement which was approved by the Burleigh County Commission. These documents are standard procedure for the NDDOT Transportation Alternative Grant that was approved for this project.
  - BSC Aquatic and Wellness Center Operating Agreement with Bismarck State College - A memo and updated agreement are included for your information and consideration.
- 2025 Fertilizer – Facilities and Programs Director Mike Wald has provided information in the packet for Board consideration.
- Request Authorization to add SRF to the Approved List of Engineering, Architect and Planning Services – SRF has supplied the required documents. Staff recommends Board approval to add them to the approved list for 2025-2026.
- Consideration of Consultant Agreement for General Sibley Electrical Project and Request to Call for Bids – Staff recommends Board approval of the consultant agreement with Apex Engineering Group for the General Sibley Park electrical project and approval to call for bids.
- Request to Dispose of Obsolete Items – Please refer to the information provided by Operations Director David Mayer.

**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: April 17, 2025 at 5:15 pm in the Tom Baker Meeting Room

*Let's Play!*

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

**From:** David Mayer, Operations Director *DM*

**Date:** March 11, 2025

**Subject:** Concrete Improvement Projects Approval

Commissioners and Executive Director Klipfel:

Upon reviewing the bids received on March 11, we recommend approving the projects as listed below. Bid prices are within budgeted amounts.

- Project 1 - General Sibley Park & Campground – Paramount Builders Inc. - \$33,603.00
- Project 2 - Haaland Field in Cottonwood Park – Paramount Builders, Inc. - \$27,517.00
- Project 3 - Sleepy Hollow Park Shelter – Brandoz Concrete Inc. - \$10,881.00
- Project 4 - Wildwoods Horseshoe Complex in Sertoma Park – Paramount Builders, Inc. - \$35,860.00

The total cost of projects would be \$107,861.00

**Bid Summary**

Bidder	Project 1	Project 2	Project 3	Project 4	Total if awarded all
Paramount Builders Inc.	<b>\$33,603.00</b>	<b>\$27,517.00</b>	\$12,234.00	<b>\$35,860.00</b>	\$109,214.00
Brandoz Concrete Inc.	\$52,270.00	\$31,615.00	<b>\$10,881.00</b>	\$37,150.00	\$131,196.00
Nuss Construction	\$65,600.00	\$41,905.00	\$20,530.00	\$52,800.00	\$180,835.00

Thank you for your consideration.

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**Core Purpose**

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

**Our Values**

- Accountability
- Diversity
- Collaboration
- Integrity
- Community
- Professionalism



# Memo

To: Park Board Commissioners and Kevin Klipfel, Executive Director  
From: Kathy Feist, Finance Director *KF*  
Date: March 10, 2025  
Re: 2026 Budget Development

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The schedule to develop, review, and approve the 2026 Budget is proposed as follows:

- March 21 – Budget packets distributed to managers and directors requesting detailed budget requests with information from managers due to directors on April 16. Directors review requests and submit budget information to Finance by May 7.
- May 12-23 – Budget meetings with the directors and assigned staff.
- June 19 – The proposed 2026 work plan and budget binders distributed to the Park Board Commissioners.
- June 23-July 3– Budget meetings with commissioners, directors, and executive director
- July 17 – Introduction of 2026 preliminary budget.
- August 10 – Preliminary budget provided to Burleigh County Auditor for estimated tax statements to be mailed prior to August 31.
- September 11– Public hearing on 2026 budget, adopt final budget, and determine annual tax levy.
- October 10 – Levy certification and final budget to County Auditor

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MINUTES OF THE BOARD OF PARK COMMISSIONERS  
February 20, 2025

The Board of Park Commissioners held their regular meeting on February 20, 2025 in the Tom Baker meeting room of the City/County Building. Vice President Jeske called the meeting to order at 5:15 pm. Commissioners Gilbertson, Herzog, and Redmann were present. The pledge of allegiance was said.

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

Mikayla Jablonski Jahner appeared on behalf of the Bismarck Hockey Boosters and Kristin Wilhelm appeared on behalf of the Bismarck Figure Skating Club as the featured partners and programs.

Commissioner Gilbertson moved to accept the apparent low bid of \$52,250 from Bergstrom Electric, Inc. for the lighting project at the Nishu Bowmen and Joann Hetzel Memorial 4-H Buildings. Commissioner Herzog seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, and Vice President Jeske. The nays being none, the motion carried.

Commissioner Gilbertson moved to accept the apparent low bid of \$503,833.50 for the South Washington Street trail extension project. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, and Vice President Jeske. The nays being none, the motion carried.

Commissioner Redmann moved to accept the apparent low bid of \$68,650 from American Security and Gate Company for the fence project at Cottonwood Complex #2 and #3. Commissioner Herzog seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, and Vice President Jeske. The nays being none, the motion carried.

Commissioner Herzog moved to approve the following matching grants for round one:

Applicant	Project Title	Proposed Funding Recommended
Sleepy Hollow Theatre & Arts Park	AED	\$1,500.00
Bismarck Youth Baseball	Scheels Complex Bullpen Project	\$8,165.70
Missouri River Baseball Club	Portable Fencing Package	\$4,599.90
Bismarck Youth Fast Pitch Softball Association	Tournament/ Announcement Board	\$1,700.00
Bismarck Rotary Club	Bismarck Rotary Arboretum	\$2,500.00

Nishu Bowmen Archery Complex	Range Maintenance	\$19,102.50
Bareknuckle Baseball LLC	Bismarck Municipal Ballpark Auxiliary Seating	\$2,250.00
Bismarck Mandan Lacrosse Association	Lacrosse Equipment and Scoreboards	\$767.50
Dakota United Soccer Club	Soccer Goals for Cottonwood Soccer Complex	\$3,170.00

Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, and Vice President Jeske. The nays being none, the motion carried.

Commissioner Gilbertson moved to approve the following items on the consent agenda:

- Consideration of January 16, 2025 Board meeting minutes.
- Consideration of updated safety policy statement.
- Request to call for bids and submit Garrison Diversion Conservancy District grant for playground replacement at General Sibley Park.
- Request Board authorization to dispose of the following items:

Box Id	Area	Year	Contents
253	Administration	1999 - 2000	Recreation Registration Forms, Shelters, Beverage Permits 6/1/99 - 4/12/00
283	Administration	2000	Recreation Registration Forms 4/00 - 7/00
1198	Payroll	2017-2018	Timesheets 11/27/17 - 2/2/18
1199	Payroll	2018	Timesheets 2/3/18 - 3/30/18
1200	Payroll	2018	Timesheets 3/31/18 - 6/8/18
1201	Payroll	2018	Timesheets 6/9/18 - 7/20/18
1202	Payroll	2018	Timesheets 7/21/18 - 9/14/18
1203	Payroll	2018	Timesheets 9/15/18 - 11/23/18
1204	Payroll	2016-2018	Leave Slips
1243	Accounts Receivable	2019-2020	Cash Register Tape (1/02/19 - 12/31/20)
1217	Accounts Payable	2018	Vendor Files A - BO
1218	Accounts Payable	2018	Vendor Files BR - C
1219	Accounts Payable	2018	Vendor Files D - F
1220	Accounts Payable	2018	Vendor Files G - L
1221	Accounts Payable	2018	Vendor Files M - N
1222	Accounts Payable	2018	Vendor Files O - S
1223	Accounts Payable	2018	Vendor Files T - Z
1224	Accounts Payable	2018	Vendor Files Refunds
1225	Accounts Payable	2018	Vendor Files One Card (Jan - June)
1226	Accounts Payable	2018	Vendor Files One Card (July - Dec)

1228	Accounts Receivable	2019	Cash Receipts Golf (June - Aug)
1229	Accounts Receivable	2019	Cash Receipts Golf (Sept - Dec)
1230	Accounts Receivable	2019	Cash Receipts (Pools, McDowell Dam, CIC, General Sibley (Jan - June)
1231	Accounts Receivable	2019	Cash Receipts General Sibley (July - Dec), Golf (Jan - May)
1232	Accounts Receivable	2019	Cash Receipts CRFC, AWC
1233	Accounts Receivable	2019	Cash Receipts Admin (Jan - Jun)
1234	Accounts Receivable	2019	Cash Receipts Admin (July - Dec)
	Payroll	2019	W-2's Employer Copies
	Accounts Payable	2023	Voided PO's
	Administration	2011-2021	Application Information Tracking Forms

- Various pieces of equipment through the City auction.
- Request Board authorization to select consultant and call for bids on the General Sibley electrical project.
- Consideration of consultant agreements for the following projects::
  - Ubl Design Group - Painting Interior of VFW Sports Center
  - Ubl Design Group - Replace Roof at World War Memorial Building
  - AGL - Elks Aquatic Center Safety Surface Replacement
  - Apex Engineering Group - Tom O'Leary Cart Path Phase I
  - Apex Engineering Group - BSC Aquatic and Wellness Center Video Board

Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, and Vice President Jeske. The nays being none, the motion carried.

Commissioner Gilbertson moved to approve bills for payment with checks 408199 to 408211 and 217938 to 218118 along with bank drafts DFT001515 to DFT001527, EFTs 3232 to 3275 and direct deposits 83242 to 84164. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, and Vice President Jeske. The nays being none, the motion carried.

A strategic planning session will be held February 24, 2025 at the Hillside Aquatic Complex Community Room. The next regular Board meeting will be March 20, 2025 at 5:15 pm in the Tom Baker Meeting Room. The meeting was adjourned at 6:00 pm.



MINUTES OF THE BOARD OF PARK COMMISSIONERS  
February 24, 2025

The Board of Park Commissioners held a strategic planning session on February 24, 2025 at the Hillside Aquatic Complex Community Room. Vice President Jeske called the meeting to order at 4:30 pm. Commissioners Gilbertson, Herzog, and Redmann were present.

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

Jolene Rieck with Emergent Strategics Group, Inc. facilitated a strategic planning process.

The next regular Board meeting will be March 20, 2025 at 5:15 pm in the Tom Baker Meeting Room. The meeting was adjourned at 6:37 pm.

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Let's Play!

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

**FROM:** David Mayer, Operations Director *DM*

**DATE:** March 10, 2025

**RE:** Request to Apply for Spring Grants

Commissioners:

Staff propose to submit three grant applications this spring.

### **America the Beautiful Forestry Grant**

Staff propose working with the Forestry Department to submit an America the Beautiful (ATB) grant application from the ND Forest Service for additional trees at Sertoma Park. The trees will be planted to replace some that were lost in recent years due to disease and to provide for more diversity of species within the park. The match for the ATB grant is in-kind labor and supplies through the Forestry Department. No cash match is required.

### **Outdoor Recreation Legacy Partnership Program**

Staff propose to work with ND State Parks Department to submit an Outdoor Recreation Legacy Partnership (ORLP) program grant application for pool, bathhouse, and accessibility improvements at Wachter Pool, in addition to a new splash pad within Wachter Park. The project also includes the replacement of two existing picnic shelters. The ORLP grant program utilizes federal dollars to renovate existing or to create new recreation opportunities in areas that will help underserved communities. The program is a 50/50 match, and if awarded, the design would begin in early 2026 and the construction could begin as early as fall of 2026.

### **Recreation Trail Program**

Staff propose to work with the ND State Parks Department to submit a recreation Trail Program (RTP) grant application for the rehabilitation of trails at Cottonwood Park. This portion of the trail includes the west side of the park and is a well-utilized loop trail for recreation. The RTP program is an 80/20 match and, if awarded, would move forward in 2026.

Staff request authorization to submit the above grant applications.

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

**From:** David Mayer, Operations Director *DM*

**Date:** March 11, 2025

**Subject:** Consideration of Companion Agreement for South Washington Trail Project –  
Meridian Drive to General Sibley Park

Commissioners and Executive Director Klipfel:

Enclosed is a Companion Agreement (with Exhibit A) regarding the South Washington Trail Project. It is an agreement between the Burleigh County and the Bismarck Parks and Recreation District (BPRD) requiring BPRD to undertake all of the duties and responsibilities contained in the agreement between the Burleigh County and the North Dakota Department of Transportation.

Exhibit A is the NDDOT agreement with Burleigh County. BPRD needs to approve the agreement. This is standard procedure for the NDDOT TA Grant that has been approved for this project. Staff recommends approval of the agreement with Burleigh County.

Thank you for your consideration of this request.

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## Agreement

Burleigh County, 221 North 5<sup>th</sup> St, Bismarck, ND 58501, hereinafter “**County**,” and the Park District of the city of Bismarck, North Dakota, 400 East Front Avenue, Bismarck, North Dakota 58504-5641, hereinafter “**Parks**,” agree as follows:

WHEREAS, **County** has contracted with the North Dakota Department of Transportation to receive funding participation to construct a shared use path designated as the Bismarck South Washington Street Trail Extension – Meridian Drive to Sibley Park, approximately .87 miles; and

WHEREAS, **Parks** will contract at its own expense for the design, inspection, and observation of the shared use path and when completed will maintain the shared use path; and

WHEREAS, **County** will enter into a Cost Participation, Construction, and Maintenance Agreement-Urban Federal Aid Project (TAC-1-981 (138), NDDOT Contract No 38241476), with the North Dakota Department of Transportation to receive funds not to exceed 80.93% of the total eligible project cost. The total cost of the project is \$503,833.50, with the estimated local share being \$96,081.05 for this purpose.

The **County** and **Parks** agree that **Parks** shall contract for the design, construction administration, inspection, and observation of the project and maintain the improvement resulting from this project subject to the following terms and conditions:

1. Compliance with NDDOT Program Requirements. **Parks** agrees to comply with all provisions and requirements of the Cost Participation, Construction, and Maintenance Agreement-Urban Federal Aid Project (TAC-1-981 (138), NDDOT Contract No 38241476), specifically including the Risk Management Appendix, between the **County** and the NDDOT and fulfill and assume all of the obligations and responsibilities of the **County** under that Agreement with regard to the funding made available by the Cost Participation, Construction, and Maintenance Agreement-Urban Federal Aid Project (TAC-1-981 (138), NDDOT Contract No 38241476), between the **County** and the NDDOT in the amount of an estimated local share of \$96,081.05. A copy of that Agreement is attached and made a part of this Agreement as attached Exhibit A. This includes, but is not limited to Title VI Assurances, Risk Management requirements and that all of the terms of Exhibit A will be complied with by **Parks** that are identified as responsibilities of the **County** in the Agreement attached as Exhibit A. If **Parks** fails to follow the terms of the agreement, they will reimburse any funds or liabilities that the **County** will have to pay or perform due to **Parks**' failure to abide by the contract.
2. Funding. The local matching funds necessary for the project shall be the responsibility of the **Parks**. The NDDOT will make all project payments. The **County** will reimburse the NDDOT for any payments made by the NDDOT on behalf of this project not reimbursable by the federal funds. The **Parks** shall reimburse the **County** for all payments made by the **County** to the NDDOT. Payments to contractors will be made by the NDDOT as stated above only when the work contracted for has been performed and accepted by the **Parks** and the **County**.

3. **Parks** agrees to establish and maintain sufficient program and financial records to verify that NDDOT requirements, Federal Highway Administration requirements, and other federal requirements have been met. The **Parks** will make project files available for monitoring by the **County**, the NDDOT, and the Federal Highway Administration, or the Comptroller General. Records must be retained for a five-year period after project completion date.
4. **Parks** shall respond to and clear all material weaknesses resulting from any audit performed on this project. Material weaknesses identified in **Parks'** current audit must be reconciled prior to **Parks'** next audit. Plans to correct material weaknesses must be submitted to the **County's** Auditor's Office. Plans to address significant deficiencies identified by a **Parks** audit must also be submitted to the **County's** Auditor's Office.
5. Effective Date. This Agreement becomes effective immediately on signature indicated by the following execution of the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

BISMARCK PARKS AND RECREATION  
DISTRICT

By \_\_\_\_\_  
Kevin Klipfel  
Executive Director  
Park District of the city of Bismarck ND

By \_\_\_\_\_  
Mark Zimmerman  
President  
Board of Park Commissioners

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

BURLEIGH COUNTY

By \_\_\_\_\_  
Mark Splonskowski  
Burleigh County Auditor

By \_\_\_\_\_  
Brian Bitner, Chairman  
Burleigh County Commission

EXHIBIT A

NDDOT Contract No. 38241476

North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
LPA FEDERAL AID PROJECT

**Federal Award Information – to be provided by NDDOT**

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Wenger, Pamela J.

Telephone: 701.328.4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date: 12/19/24

BB

Project No. TAC-1-981(138) PCN: 23910 LPA: BURLEIGH COUNTY

Location: S WASHINGTON TRAIL-MERIDAN TO SIBLEY

Type of Improvement: SHARED USE PATH

Length: 0.871

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Burleigh County, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost. The total cost of the project is \$518,480.36, with the LPA's estimated share being \$98,874.20.

Additional Funding Clause  
N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.





Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

## PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



## PART II

### Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
  - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
  - c. Tabulate the bids and send to the LPA.
  - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
  - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
  - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
  - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

## PART III

### Post Construction:

After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.



2. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
3. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
4. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
5. Provide maintenance to the completed project at its own cost and expense.
6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

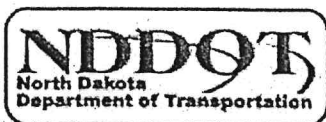
#### PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.



Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

Mark Splonskowski  
Burleigh County Auditor/Treasurer  
221 N 5<sup>th</sup> St  
Bismarck, ND 58501

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.





Executed by the LPA of Burleigh County, North Dakota, the date last below signed.

APPROVED:

Julie Lawyer  
LPA/STATES ATTORNEY (TYPE OR PRINT)

*Julie Lawyer*  
SIGNATURE

01/07/25  
DATE

LPA of Burleigh County

\*  
Brian Bitner  
NAME (TYPE OR PRINT)

*Brian Bitner*  
SIGNATURE

\* Chairman  
TITLE

01/02/25  
DATE

ATTEST:

Mark Splonskowski  
AUDITOR (TYPE OR PRINT)

*Mark Splonskowski*  
SIGNATURE

01/21/25  
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

*Derek Pfeifer* **BB**  
SIGNATURE

10/24/24  
DATE

\*Mayor, President or Chairperson of Commission **PW**

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Chad Orn  
For the DIRECTOR (TYPE OR PRINT)

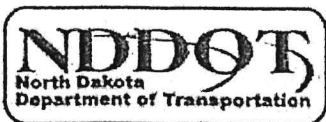
*Chad Orn* **SS**  
SIGNATURE

02/06/25  
DATE

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 10-22

ATTORNEY GENERAL  
APPROVED as to Execution

*Clint Morgenstern*  
02/03/25  
Special Asst Attorney General



Project TAC-1-981(138)

38241476

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of Burleigh County will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:** general

Executed at Bismarck, North Dakota, the last date below signed.

ATTEST:

Mark Splonskowski  
AUDITOR (TYPE OR PRINT)

Mark Splonskowski  
SIGNATURE

01/21/25  
DATE

APPROVED:

LPA of Burleigh

Brian Bitner  
NAME (TYPE OR PRINT)

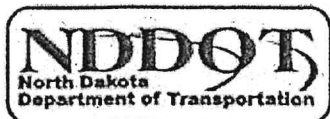
Brian Bitner  
SIGNATURE

\* Chairman  
TITLE

01/02/25  
DATE

\*Mayor, President or Chairperson of Commission

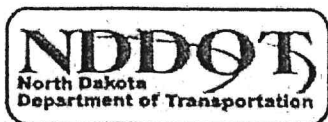
CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 1-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

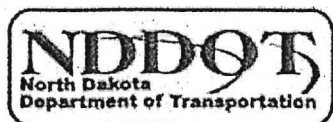


**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## Risk Management Appendix

### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** State – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 6-24






Let's Play!

DATE: March 13, 2025

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

FROM: Kevin Klipfel, Executive Director 

RE: BSC Aquatic and Wellness Center Operating Agreement with Bismarck State College

Enclosed in your packet you will find the BSC Aquatic and Wellness Center Operating Agreement with Bismarck State College that has been updated for your consideration. The changes to the agreement include updating the agreement dates and the fee that BSC pays to the Park District. The fee will increase by \$5,000 per school year for the length of the agreement which starts May 22, 2025 and ends May 22, 2030. The fee was \$300,000 per school year so it will be \$305,000 starting the 2025-2026 school year. BSC has reviewed and approved the agreement being presented to the Park Board. Staff recommends approval of this agreement as presented.

Please let me know if you have any questions.

**BSC Aquatic and Wellness Center  
Operating Agreement**

**Park District of the City of Bismarck and Bismarck State College**

This operating agreement is made this 22<sup>nd</sup> day of May, 2025 between Bismarck State College ("BSC") and the Park District of the City of Bismarck, North Dakota ("Park District"), acting by and through the Board of Park Commissioners, whose address is 400 East Front Avenue, Bismarck, North Dakota 58504.

The purpose of this operating agreement is to provide the terms of use of the BSC Aquatic and Wellness Center by BSC students and to provide for the periodic payment by BSC to the Park District of revenues generated by a student fee approved for this purpose in exchange for membership of BSC students. This operating agreement is made pursuant to paragraph 10 of the Joint Powers Agreement between the State Board of Higher Education and Bismarck Parks and Recreation District dated April 15, 2008 (see Exhibit A) and its amendments dated June 19, 2008 and May 14, 2015. This operating agreement will also provide the terms of use and fee arrangement for BSC faculty and staff.

THEREFORE, the parties agree as follows:

1. **General Use:** The BSC Aquatic and Wellness Center shall be operated as a public facility and shall be made available to other public and private entities and individuals. It shall be utilized for college and school educational and athletic activities and events, and sporting, recreational and civic events that promote wellness and fitness, provide recreational and sporting opportunities to students and other community and surrounding area residents and visitors, promote visitor attraction and economic development, or enhance the quality of life of community and surrounding area residents.
2. **Scheduling Preferences for BSC Aquatic and Wellness Center:** BSC shall have the right to make reasonable use of the BSC Aquatic and Wellness Center without charge, for physical education classes, enrichment classes, intramural events, special events programming and other activities of interest to BSC by separate agreement for educational purposes.

The Park District shall have the right to reserve a reasonable number of dates for special events with other scheduling preferences negotiated between BSC and the Park District

3. **Use of BSC Aquatic and Wellness Center by BSC Students:** BSC approved a student fee with input and the support of the BSC Student Board of Governors. In exchange for the student fee payment, all BSC current students will receive a semester membership at the BSC Aquatic and Wellness Center. A list of current students will be distributed to verify the student's active status. Active status will begin one week prior to the beginning of the semester and will end at the end of the semester. Additional schedules will be included when agreed-upon by both parties. BSC agrees to make cash payments that total \$305,000 for the 2025-2026 school year. The fee will increase \$5,000 per school year for the length of the agreement. The cash contribution would be payable in two equal installments in September and February of each fiscal year.

If additional funds are generated from the student fee that are in excess of the established annual payment, the BSC Board of Governors and BSC may approve additional expenditures from the excess revenue for furnishings, equipment or other improvements that will enhance the student environment at the BSC Aquatic and Wellness Center.

4. **Use of BSC Aquatic and Wellness center by BSC Employees:** BSC benefitted employees may obtain membership in the BSC Aquatic and Wellness Center for a reduced rate as shown in Exhibit B. This membership will also be applicable for use at the Capital Racquet and Fitness Center.
5. **Facility Planning:** The Bismarck State College President or President's designee and the Executive Director of BPRD and Executive Director's designee will meet on an annual basis prior to April 30 of each year to review facility needs and responsibilities.
6. **Student Planning:** The BSC Aquatic and Wellness Center Facilities Manager and staff will meet with the Student Government Association President in October and March each year to discuss student ideas for ongoing facility projects and programs.
7. **Term:** This operating agreement shall be for a term of May 22, 2025 through May 22, 2030. The operating agreement shall be reviewed and amendments considered on an annual basis with term renewals every five years, unless earlier amended or terminated by agreement of the parties.
8. **Liability and Insurance:** Each party is responsible for its own acts and agrees to assume its own liability for those acts and consequences. The liability of Board and BSC is governed by North Dakota Century Code chapter 32-12.2 and liability of Park District is governed by North Dakota Century Code chapter 32-12.1. Park District shall procure and maintain liability insurance covering BSC Aquatic and Wellness Center and Park District's management and operation of the facility and adopt and enforce reasonable rules regarding liability insurance for users. Park District shall cooperate with BSC and ensure that Park District obtains property and casualty coverage as provided by state law for BSC Aquatic and Wellness Center property. BSC will insure its own contents.
9. **Ordinances:** BSC shall comply with all ordinances and rules enacted by the District concerning the use of BSC Aquatic and Wellness Center along with those ordinances enacted by the city of Bismarck concerning the city of Bismarck and those laws that concern operation within the state of North Dakota (see Exhibit C for current Park District ordinances).
10. **Waiver or Forbearance:** The delay of either party to this operating agreement in insisting on the performance of any of the terms and conditions of this operating agreement shall not be construed as waiving any terms or conditions, but such terms and conditions shall continue and remain in full force and effect as if no forbearance has occurred. The waiver of any breach of the terms or conditions of this operating agreement shall not be construed as a waiver of any future breach of the same or other terms or conditions of this operating agreement.

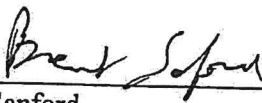
- 11. **Severability:** The invalidity of any part of this operating agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this operating agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if the invalid provisions did not exist.
- 12. **Scope of agreement:** This operating agreement, the Joint Powers Agreement dated April 15, 2008, and the Amendments to the Joint Powers Agreement dated June 19, 2008 and May 14, 2015, shall constitute the entire agreement between the parties as to the matters dealt with herein. Nothing in this agreement, shall modify, amend, waive, or affect the provisions of the Joint Powers Agreement or of any other separate written agreement between the parties hereto, if any.
- 13. **Amendments:** Any modification or amendment of this operating agreement or obligation assumed by either party in connection with this operating agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 14. **Paragraph Titles:** The titles to the paragraphs of this operating agreement are solely for convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this operating agreement.
- 15. **Counterparts:** This operating agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Park District of the City of Bismarck

\_\_\_\_\_  
 Mark Zimmerman, President  
 Board of Park Commissioners

Dated: \_\_\_\_\_

Bismarck State College

  
 \_\_\_\_\_  
 Brent Sanford  
 Interim President  
 Bismarck State College

Dated: 3-11-25

**JOINT POWERS AGREEMENT**  
**State Board of Higher Education and**  
**Bismarck Parks and Recreation District**

THIS JOINT POWERS AGREEMENT is made this 15 day of April 2008, between the North Dakota State Board of Higher Education ("Board") and the Board of Park Commissioners of the City of Bismarck ("Park District").

PRELIMINARY STATEMENT

The Board is created by Article VIII, Section 6, North Dakota Constitution, as the governing board of North Dakota public colleges and universities, including Bismarck State College ("BSC"). Park District is a Parks and Recreation District organized under North Dakota Century Code Chapter 40-49. The parties have authority to enter into a Joint Powers Agreement under North Dakota Century Code Sections 54-40-01, 54-40-08 and 54-40.3-01 and Article VII, Section 10 and Article VIII, Section 6 of the North Dakota Constitution.

The purpose of the Agreement is to provide for the construction of a community aquatic and wellness facility and related improvements adjacent to the existing Bismarck Community Bowl, and for management and operation of the facility by Park District according to terms of the Agreement.

THEREFORE, according to North Dakota Century Code Chapters 54-40 and 54-40.3, and Article VII, Section 10 and Article VIII, Section 6, of the North Dakota Constitution, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the dedication for shared use and lease of land, design, planning, improvement, development, funding, maintenance, use, management and operation of a community aquatic and wellness facility located on the BSC campus.
2. Effective Date. This Agreement shall become effective on the date signed by the last party to sign the Agreement, following required approval by the Attorney General and approval and execution by all parties.
3. Facility. Facilities subject to and governed by this Agreement ("Facility") consist of a community aquatic and wellness center and parking lots and related improvements,



as shown and described in more detail on attached Exhibit A, which is incorporated by reference in this Agreement.

4. Administration, Management and Operation. Administration, management and operation of Facility shall be under direction of Park District. Park District shall honor and carry out any existing leases, rental agreements or other contracts.
  
5. Park District Powers. Consistent with and subject to terms of this Agreement and applicable laws, Park District shall have the following powers and duties:
  - a. To coordinate planning and development of Facility;
  - b. To enter into a lease or other agreement or agreements with another entity or entities, including a private entity, to provide for financing and construction of improvements;
  - c. To solicit bids and award contracts for design or construction of improvements and repairs, subject to availability of funds, and further provided that improvements must be consistent with the BSC facilities master plan and design of all improvements is subject to approval of the BSC president, which approval may not be unreasonably withheld;
  - d. To operate, schedule and manage Facility, and enter into reasonable lease or rental agreements and other contracts required for operation, scheduling and management;
  - e. To operate concessions or enter into concessions contracts with other parties;
  - f. To solicit and receive contributions and pledges;
  - g. To expend available funds, including Park District funds and funds received from the parties to this Agreement, donations and other sources for improvements, repairs, maintenance and other purposes consistent with this Agreement;
  - h. To establish admission fees, membership fees, rental rates, parking charges and other fees, and adopt rules and guidelines governing usage, seating and distribution of revenue;
  - i. To schedule regular meetings with the Facility Advisory committee and, through the Advisory Committee or other means, regularly consult with and keep informed the parties to this Agreement and other interested groups; and

- j. To perform other acts consistent with this Agreement necessary to implement the intent of the parties
6. Improvements; Financing of Improvements. The Park District intends to arrange for the financing, construction and operation of a community aquatic and wellness center and related improvements. The parties agree that initial financing of the new facilities, or some of the financing, may be provided by a private entity or entities. The Park District has full authority, subject to terms of this Agreement and under North Dakota Century Code chapter 48-02.1 or other applicable law, to enter into necessary agreements, including a lease agreement or agreements, to arrange for such financing and construction, and the parties agree to cooperate as required to facilitate that financing and construction. In addition, it is anticipated that Park District will solicit gifts and donations and investigate and follow up on opportunities for grants and other funding. Although not required to do so, the parties to this Agreement may contribute available public funds to Facility.
7. Title to Improvements. Upon termination of this Agreement, all real property and fixtures located on land owned by the Board shall remain the property of Board. Temporary structures and removable property shall be removed by the owners or disposed of as directed by Park District.
8. Name and Naming Rights. Subject to naming rights as provided in this paragraph 8, the aquatic and wellness center constructed according to terms of this Agreement shall be named the "BSC Community Aquatic and Wellness Center." However, subject to agreement of the two parties, the Park District and Board are authorized to rename the facility, or a part or parts of the facility, in exchange for a donation or donations or a "naming rights" agreement or agreements.
9. General Use. Facility shall be operated as a public facility and shall be made available to other public and private entities and individuals. It shall be utilized for college and school educational and athletic activities and events, and sporting, recreational and civic events that promote wellness and fitness, provide recreational and sporting opportunities to students and other community and surrounding area residents and visitors, promote visitor

attraction and economic development, or enhance the quality of life of community and surrounding area residents.

10. Use of BSC Community Aquatic and Wellness Center by BSC Students and Employees. BSC, after consultation with the BSC Student Board of Governors, has approved a student fee for the use of the BSC Community Aquatic and Wellness Center. The Park District and BSC shall enter into an operating agreement that will provide for periodic payment by BSC to Park District of revenues generated by a student fee approved for this purpose, in exchange for membership for BSC students. Rates and other fees for BSC students and employees shall be negotiated with consideration given to the payments made by BSC, value of land contributed by BSC and advantages of guaranteed revenues tied to student population. If the student fee to support the Aquatic and Wellness Center is discontinued at BSC, Park District and BSC may negotiate an agreement providing for special membership rates and other fees for BSC students and employees, with consideration given to the value of land contributed by BSC.

11. Scheduling Preferences for BSC Community Aquatic and Wellness Center. Scheduling preferences are as follows:

- a. BSC shall have the right to make reasonable use of the facility without charge, for physical education classes, enrichment classes, intramural events, special events programming and other activities of interest to BSC.
- b. The Park District shall have the right to reserve a reasonable number of dates for special events.

Park District may revise Scheduling Preferences following notice to and a recommendation from the Facility Advisory committee. Other Scheduling Preferences shall be negotiated.

12. Advisory Committee. There is established a 5 member Facility Advisory Committee to advise Park District and provide an opportunity for input from the parties and other interested groups and individuals regarding Facility management and operation. The Facility Advisory Committee shall meet not less than twice each calendar year. The members of the Facility Advisory Committee are:

- a. The BSC President or President's designee;
- b. The President or designee of the BSC Student Governing body.
- c. One member collectively chosen from the membership of the BSC Faculty and Staff Senates.
- d. One member of the Park District's governing board who shall serve as chair of the committee; and
- e. One member appointed by the Park District's governing Board to represent community facility users.

Park District shall provide staff support and supplies and coordinate and schedule Facility Advisory Committee meetings.

13. Term. This Agreement shall remain in force for a period of 99 years, unless earlier amended or terminated by agreement of the parties.

14. Liability and Insurance. Each party is responsible for its own acts and agrees to assume its own liability for those acts and consequences. The liability of Board and BSC is governed by North Dakota Century Code chapter 32-12.2 and liability of Park District is governed by North Dakota Century Code chapter 32-12.1. Park District shall procure and maintain liability insurance covering Facility and Park District's management and operation of Facility and adopt and enforce reasonable rules regarding liability insurance for users. Park District shall cooperate with BSC and ensure that Park District or BSC obtains property and casualty coverage as provided by state law for Facility property.

Dated this 3 day of April, 2008

NORTH DAKOTA STATE BOARD OF  
HIGHER EDUCATION:

Attest:

By:

Secretary

By:

President



Dated this 15 day of April, 2008

BISMARCK PARKS AND RECREATION  
DISTRICT:

Attest:

By: [Signature]  
Director

By: [Signature]  
President

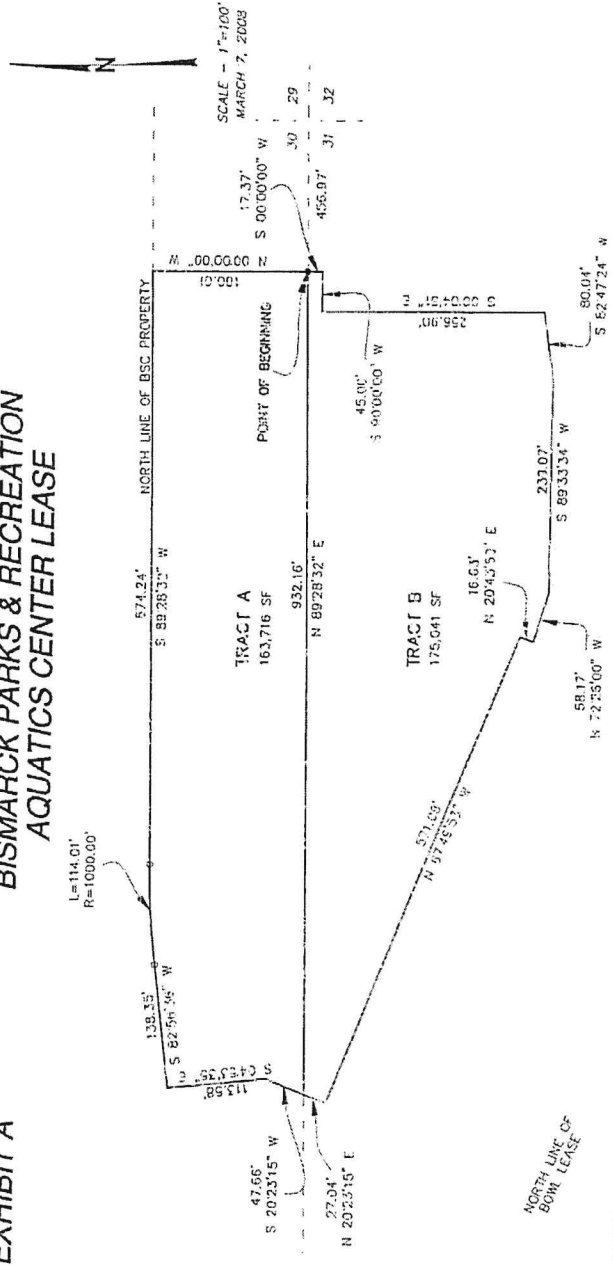
Approved as to form:

By: [Signature]  
North Dakota ~~(Assistant)~~ Chief Deputy  
Attorney General

# BISMARCK PARKS & RECREATION AQUATICS CENTER LEASE

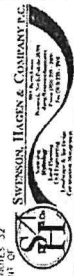
**EXHIBIT A**

L=114.01'  
R=1000.00'



**TRACT A**  
ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 80 EAST OF THE 5TH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 20, 500 FEET LONG 45.97 FEET WEST OF THE EAST CORNER OF SAID SECTION 20, THENCE SOUTH 89 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE AND CONTINUE A DISTANCE OF 1237 FEET, THENCE SOUTH 22 DEGREES 32 MINUTES 32 SECONDS WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 1338.35 FEET, THENCE SOUTH 82 DEGREES 56 MINUTES 34 SECONDS WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 574.24 FEET, THENCE SOUTH 89 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE AND CONTINUE A DISTANCE OF 932.16 FEET, THENCE NORTH 80 DEGREES 28 MINUTES 32 SECONDS EAST ALONG SAID BOUNDARY LINE A DISTANCE OF 163,716 SQUARE FEET, MORE OR LESS.

**TRACT B**  
ALL THAT PART OF THE EAST HALF OF THE NORTHEAST 1/4 AND GOVERNMENT LOT 1 OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 21, 500 FEET LONG 45.97 FEET WEST OF THE EAST CORNER OF SAID SECTION 21, THENCE SOUTH 89 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE AND CONTINUE A DISTANCE OF 1237 FEET, THENCE SOUTH 22 DEGREES 32 MINUTES 32 SECONDS WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 1338.35 FEET, THENCE SOUTH 82 DEGREES 56 MINUTES 34 SECONDS WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 574.24 FEET, THENCE SOUTH 89 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE AND CONTINUE A DISTANCE OF 932.16 FEET, THENCE NORTH 80 DEGREES 28 MINUTES 32 SECONDS EAST ALONG SAID BOUNDARY LINE A DISTANCE OF 175,041 SQUARE FEET, MORE OR LESS.



**Amendment to Joint Powers Agreement  
State Board of Higher Education and Park District of the City of Bismarck**

The parties agree to hereby amend paragraph 7 of the Joint Powers Agreement made the 15<sup>th</sup> day of April 2008, between the North Dakota State Board of Higher Education ("Board") and the Board of Park Commissioners of the City of Bismarck ("Park District") as follows:

7. Title to Improvements. Upon termination of this Agreement, all ~~real property and fixtures located on land owned by the Board shall remain the property of the Board,~~ at the Board's option and (if required) subject to legislative approval, title to all real property and fixtures located on land owned by the Board shall be transferred to the Board or the building and all fixtures shall be removed and the land restored to its original condition. Temporary structures and removable property shall be removed by the owners or disposed of as directed by the Park District.

Dated this 19 day of June, 2008

NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION:

Attest:

By: [Signature]  
Secretary

By: [Signature]  
President

Dated this 27<sup>th</sup> day of May, 2008

PARK DISTRICT OF THE CITY OF BISMARCK:

Attest:

By: [Signature]  
Director

By: [Signature]  
President

Approved as to form:

By: [Signature]  
North Dakota Attorney General

**Second Amendment to the Joint Powers Agreement  
State Board of Higher Education and Park District of the City of Bismarck**

WHEREAS, the parties have entered into a Joint Powers Agreement ("JPA") dated April 15, 2008, for the purpose of constructing and operating the "BSC Community Aquatic and Wellness Center" ("Facility") on the premises of Bismarck State College in the City of Bismarck, North Dakota; and

WHEREAS, the JPA provided for the establishment of an Advisory Committee to receive input from the parties, and other interested groups and individuals, on matters regarding the scheduling, operations and management of the Facility; and

WHEREAS, the parties agree that the Advisory Committee is no longer the best and most efficient means of obtaining this input, and are in agreement that a better and more efficient means is available to obtain such input;

NOW, THEREFORE, the parties agree as follows:

That the JPA requirement for the creation and stated purpose of an Advisory Committee will be terminated effective May 14<sup>th</sup>, 2015, and that in place of the Advisory Committee, there will be designated individuals who will obtain or receive input from the parties and other interested groups and individuals, regarding the scheduling, operations and management of the Facility, and further, those designated individuals will confer with each other in order to make those decisions, all as outlined in the amendments to the JPA next set forth:

Section 5.i which currently reads:

To schedule regular meetings with the Facility Advisory committee and, through the Advisory Committee or other means, regularly consult with and keep informed the parties to this Agreement and other interested groups; and

Is hereby amended to read:

To schedule and participate in meetings with the individuals or groups identified in Section 12, and to regularly consult with and keep informed the parties to this Agreement and other interested groups; and

Section 12 which currently reads:

Advisory Committee: There is established a 5 member Facility Advisory Committee to advise Park District and provide an opportunity for input from the parties and other interested groups and individuals regarding Facility management and operation. The Facility Advisory Committee shall meet not less than twice each calendar year. The members of the Facility Advisory Committee are:

- a. The BSC President or President's designee;
- b. The President or designee of the BSC Student Governing body.
- c. One member collectively chosen from the membership of the BSC Faculty and Staff Senate.
- d. One member of the Park District's governing board who shall serve as chair of the committee; and
- e. One member appointed by the Park District's governing board to represent community facility users.

Park District shall provide staff support and supplies and coordinate schedule Facility Advisory Committee meetings.

Is hereby amended to read:

12. Park District shall provide no less than the following opportunities for input from the parties and other interested groups and individuals regarding Facility scheduling, management and operation as follows:

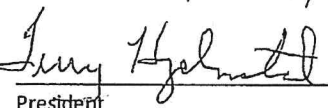
(a) Facility Planning: The Bismarck State College President or President's designee and the Executive Director of Bismarck Parks and Recreation District or Executive Director's designee will meet on an annual basis prior to April 30 of each year to review facility needs and responsibilities.

b) Student Planning: The BSC Aquatic and Wellness Center Facilities Manager and staff will meet with the President or President's designee of the BSC Student Government Association in October and March each year to discuss student ideas for ongoing facility projects and programs.

ALL OTHER TERMS AND CONDITIONS OF THE JOINT POWERS AGREEMENT dated April 15, 2008, and as amended in a document entitled "Amendment to Joint Powers Agreement," dated June 19, 2008 and involving section 7 Title to Improvements, remain unchanged and in full force and effect.

NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION

Dated this 14 day of ~~April~~<sup>May</sup> 2015.

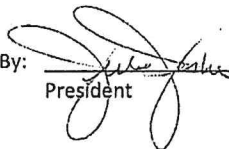
By:   
President

Attest By:   
Secretary

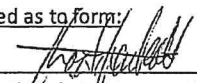
PARK DISTRICT OF THE CITY OF BISMARCK:

Dated this 17 day of April 2015.

By:   
Director

By:   
President

Approved as to form:

By:   
North Dakota Attorney General



**Bismarck State College  
Benefitted Employee Agreement Rate Structure**

	<b>Regular Rate 6 Month</b>	<b>BSC 6 Month (30% discount)</b>	<b>Regular Rate 12 Month</b>	<b>BSC 12 Month (40% discount)</b>
<b>Single Rate</b>	\$50/month	\$35/month	\$40/month	\$24/month
<b>Household Rate</b>	\$75/month	\$52.50/month	\$60/month	\$36/month

\*Discounted for BSC Benefitted Employees  
 Six month contract rate – 30% discount  
 Twelve month contract rate – 40% discount

**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 5<sup>th</sup> 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

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

FROM: Mike Wald, Facilities and Programs Director 

DATE: March 13, 2025

RE: 2025 Fertilizer Bid

Commissioners:

In January 2025, Van Diest Supply was awarded the fertilizer bid for 28-3-10 for Pebble Creek Golf Course. Van Diest Supply can no longer fulfill the order as bid because the manufacturer, Anderson's, no longer makes the specified blend. Rivard's, the next lowest bidder, also bid the same fertilizer by Anderson's, and the Tessman Company's product did not meet specifications (see attached bid summary).

Staff recommends the board reject the bid for 28-3-10 from Van Diest Supply in the amount of \$2,958 and award the bid for fertilizer at Pebble Creek Golf Course to Superior Tech Products in the amount of \$3,840. Please let me know if you have any questions.

**Bismarck Parks and Recreation District**

**2025 Fertilizer Bid Summary**

25-0-8 w/.72% Trimec  
50 lb bags: 960 bags      Operations

Vendor	Manufacturer	Homogenous	Blend	Analysis (N-P-K)	Price/ bag	Total Price	Meets Specs
Van Diest Supply Company	EC Grow		X	25-0-8 w/.72% Trimec & 20% EPEC	19.30	\$18,528.00	Yes
Rivard's	EC Grow		X	25-0-8 w/.72% Trimec & 25% EPEC 60), SGN 220	20.25	\$19,440.00	
Tessman Company	EC Grow		X	25-0-8 w/.72% Trimec & 20% EPEC 60), SGN 220	20.95	\$20,112.00	

28-3-10                      120  
bags                              Pebble Creek Golf Course

Vendor	Manufacturer	Homogenous	Blend	Analysis (N-P-K)	Price/ bag	Total Price	Meets Specs
Van Diest Supply Company	Anderson's		X	28-3-10 w/50% NS-54 & micros	\$24.65	\$2,958.00	Yes
Rivard's	Anderson's		x	28-3-10(50% NS-54, 2%Fe, Micros), SGN 215	\$30.55	\$3,666.00	
Tessman Company	BCA Products		X	28-3-10 50% STU 22% Minnegrow	\$21.00	\$2,520.00	No
Superior Tech Products	Fertimix		X	28-3-10 2/micros	\$32.00	\$3,840.00	

25-0-5 or 24-0-10  
225 Bags                      Tom O'Leary Golf Course

Vendor	Manufacturer	Homogenous	Blend	Analysis (N-P-K)	Price/ bag	Total Price	Meets Specs
Van Diest Supply Company	Mears		X	25-0-5 w/24% XCU	15.45	\$3,476.25	No
Rivard's	Anderson	x		Contec DG 24-0-10 (90% Mutech-L), SGN 150	61.50	\$13,770.00	
Tessman Company	Lebanon	X	X	25-0-5 51% Mesa 1%Fe	28.00	\$6,300.00	Yes

24-0-12 or 25-2-12  
360 bags                      Riverwood Golf Course

Vendor	Manufacturer	Homogenous	Blend	Analysis (N-P-K)	Price/ bag	Total Price	Meets Specs
Van Diest Supply Company	Mears		X	24-0-12 w/76.25% MU-40	29.35	\$10,566.00	Yes
Rivard's	Andersons		X	25-2-12 (97% NS-54), SGN 150	44.50	\$16,020.00	
Tessman Company	Lebanon		X	CC 24-0-12 60% Mesa 40% Meth-Ex 100% Expo	36.95	\$13,302.00	

16-4-8                              160  
bags                              Riverwood Golf Course

Vendor	Manufacturer	Homogenous	Blend	Analysis (N-P-K)	Price/ bag	Total Price	Meets Specs
Rivards	Andersons		X	16-4-8 (92% AMS, Micros), SGN 125	38.05	\$6,088.00	
Tessman Company	Lebanon	X		16-4-8 Ammonical Fe	34.50	\$5,520.00	Yes



## TASK ORDER

This is Task Order No. 17  
consisting of 3 pages.

### Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services ("Agreement") dated March 20, 2025, the Owner and Engineer agree as follows:

#### 1. Background Data

Effective Date of Task Order: March 20, 2025

Owner: Bismarck Parks and Recreation District

Engineer: Apex Engineering Group, Inc.

Specific Project (title): General Sibley Park – RV Pedestals, Phase 2

Specific Project (description): Electrical engineering services for the design and construction service for the replacement of one (1) feedpoint and (twelve) 12 RV pedestals at the existing General Sibley Park Campgrounds.

#### 2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are:

1. Preliminary Design – Update the feeder calculations for (twelve) 12 new 50-amp RV pedestals along the west side of the existing campgrounds.
2. Plans and Specifications – preparation of Drawings and Specifications suitable for quoting or bidding by qualified contractors to complete the installation of the (twelve) 12 new RV pedestals and a new feedpoint.
3. Bidding Services – Aid in the bidding process by submitting advertisements, issuing bidding documents, addenda, answering bidder's questions, conducting a bid opening, and issuing bid tabulations and recommendations.
4. Shop Drawings Review – Provide timely review of shop drawings as requested by BPRD staff.
5. Construction Phase Technical Assistance – Provide technical assistance to BPRD staff during the construction phase on an as-needed basis.

**3. Owner's Responsibilities**

Owner's responsibilities are set forth in the Agreement with the following modifications: **None**

**4. Task Order Schedule**

The anticipated time period for providing Services is as follows:

<u>Item</u>	<u>week of</u>
Task Order Execution	March 24, 2025
Final Plans and Specifications	May 5, 2025

**5. Payments to Engineer**

1. Owner shall pay Engineer for services rendered under this Task Order as follows:

Hourly Not To Exceed \$6,000.00

2. Bid advertising costs are included.

3. The anticipated distribution of fees is:

Preliminary Design	\$1,000.00
Final Plans and Specifications	\$2,300.00
Bidding Phase Services	\$1,300.00
Shop Drawing Review	\$500.00
<u>Construction Phase Technical Assistance</u>	<u>\$900.00</u>
Total	\$6,000.00

4. The terms of payment are set forth in the Agreement with the following modifications: **None**

**6. Other Modifications to the Agreement:**

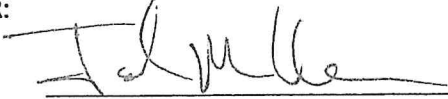
Other terms and conditions of the Agreement that are modified in this Task Order are: **None**

**7. Attachments: None**

**8. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

ENGINEER:  
By:   
          John M. Klein  
Title: Vice President  
Date Signed: 3/12/2025

DESIGNATED REPRESENTATIVE FOR TASK ORDER:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:  
Name: John Klein  
Title: Engineer/Project Manager  
E-Mail Address: [John.Klein@ApexEngGroup.com](mailto:John.Klein@ApexEngGroup.com)  
Phone: 701-323-3961

Let's Play!

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

**From:** David Mayer, Operations Director *DM*

**Date:** March 11, 2025

**Re:** Request to Dispose of Surplus Equipment

Below is a list of equipment we are requesting authorization to dispose of. If approved, we plan to make the items available on the City of Bismarck auction scheduled for May.

Please consider the following:

1. Pickup box removed for installation of flatbed conversions



2. Pickup box removed for installation for flatbed conversions



*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
- Collaboration
- Community
- Diversity
- Integrity
- Professionalism



3. Service box previously removed no longer in service.



4. Infield tarp and tarp sleeve, trailer pictured is not included in disposal

