


Let's Play!

June 14, 2024

TO: Commissioners Jeske, Jordan, Odell, Zimmerman, and President Gilbertson
FROM: Kevin Klipfel, Executive Director 
SUBJECT: June 20, 2024 Park Board Meeting Packet and Overview

Commissioners:

Enclosed you will find the packet of information and overview for the Board meeting on June 20, 2024 at 5:15 pm.

- Item 1.** Call Meeting to Order and Roll Call
- Item 2.** Pledge of Allegiance
- Item 3.** Approve Agenda
- Item 4.** Featured Partners and Programs – July Celebration
Recreation Specialist Spencer Aune will appear before the board.
- Item 5.** Consideration of Gift Agreement for Lot 32, Block One, Promontory Point VII
In your packet you will find a memo, map and two agreements associated with this land donation for your consideration.
- Item 6.** Consideration of Warranty Deed for Lot 21, Block 8, Silver Ranch Addition
In your packet you will find a memo, map and warranty deed associated with this parcel of land for your consideration.
- Item 7.** Disposition of Bids
Facilities and Programs Director Mike Wald has provided information on these bids and will present them to the Board.
 - BSC Aquatic and Wellness Center Concessions
 - Bismarck Municipal Ballpark Concessions
 - Golf Course Bunker Sand
 - BSC Aquatic and Wellness Center Rooftop Air Conditioner
- Item 8.** Consideration of Matching Grants – Round Two
Commissioner Zimmerman will review the Matching Grant applications received for round two along with the funding recommendations. The information can be found in the Park Board packet.

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Item 9.

Consent Agenda

Two items have been placed in the 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 May 16, 2024 Board Meeting Minutes – The minutes are included for your consideration.
- Consideration of Capital Ice Complex Sale of Advertising and Signage Agreement with the Bismarck Hockey Boosters and Bismarck Figure Skating Club - Facilities and Programs Director Mike Wald has provided a memo and proposed agreement.

Item 10.

Approval of Bills

Item 11.

Recognition of Out-Going Board Members

President Gilbertson will provide a recognition of Commissioners Jordan and Odell.


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: **July 25, 2024 at 6:00 pm** in the Tom Baker Meeting Room

Let's Play!

DATE: June 12, 2024

TO: Commissioners Jeske, Jordan, Odell, Zimmerman and President Gilbertson

FROM: Kevin Klipfel, Executive Director 

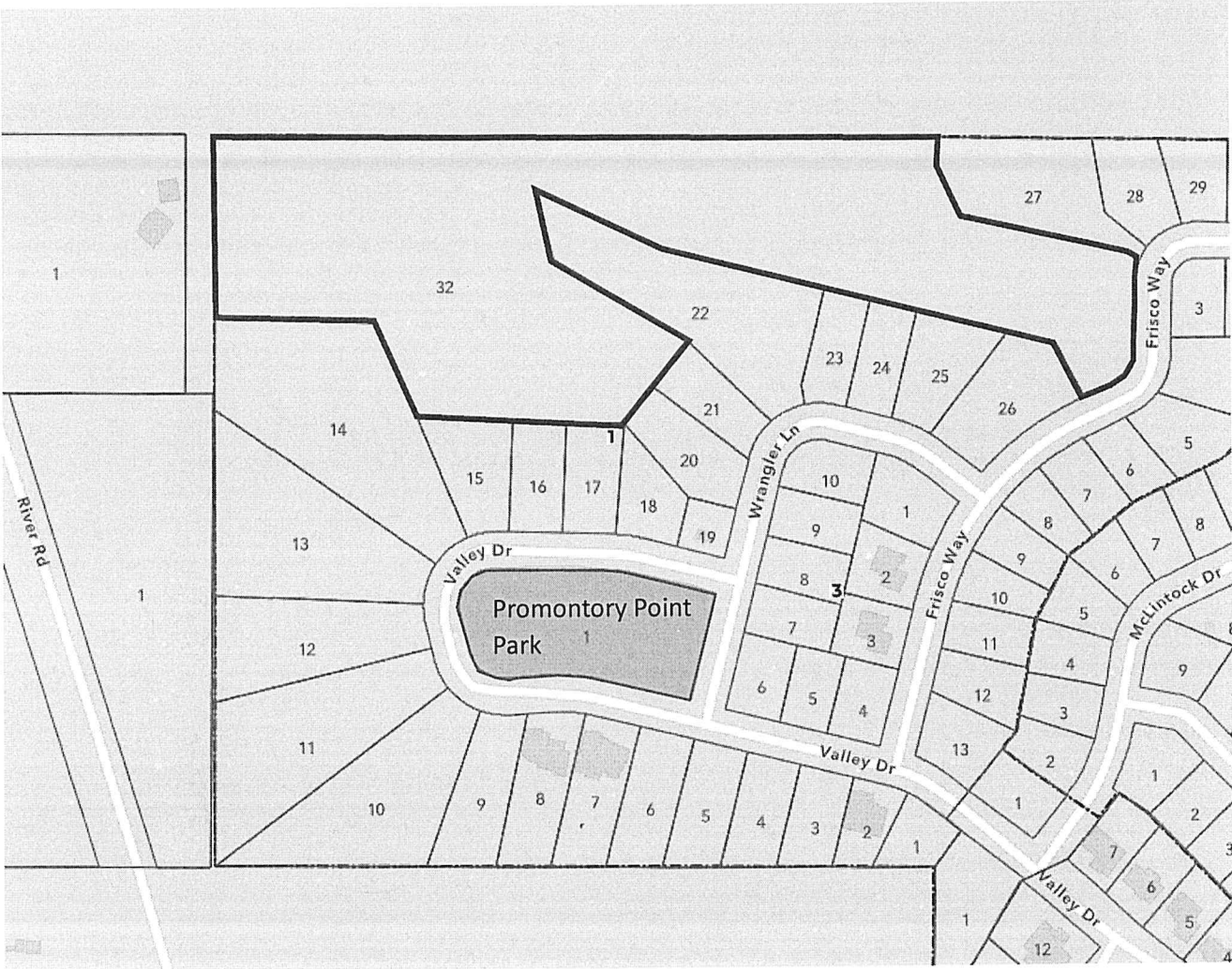
RE: Lot 32, Block 1 Promontory Point VII Addition Gift Agreement

Wachter Development, Inc. has expressed interest in donating Lot 32, Block I Promontory Point VII to the Park District. This 12.44 acre piece of property has been discussed by staff at management meetings and is located in the Promontory Point VII addition. The land is to be used for the development of walking paths and natural greenspace.

The real estate gift agreement and gift deeds are attached along with a map outlining the property. This agreement is similar to the gift agreement approved in 2016 for the greenway in Silver Ranch 1st Addition. Staff and legal counsel recommend approval of the documents and acceptance of the land donation.

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Lot 32, Block 1, Promontory Point 7th Addition



GIFT AGREEMENT

THIS GIFT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between **Wachter Development, Inc.**, a North Dakota corporation ("Donor") of PO Box 1437, Bismarck, ND 58502-1437 and **Bismarck Parks and Recreation District**, a park district existing under the laws of the State of North Dakota ("District"), whose address is 400 E. Front Ave., Bismarck, ND 58504.

RECITALS

WHEREAS, the District is a North Dakota park district recognized, organized, and operated for the purpose of creating programs and places for residents and visitors to enjoy a wide variety of recreation throughout the year in the City of Bismarck, North Dakota;

WHEREAS, the parties desire that the charitable contribution being made by the Donor to the District be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986 [the "**Code**"], and all accompanying Treasury Regulations governing charitable contributions to political subdivisions operating educational systems under the Code, as interpreted and applied by the Internal Revenue Service; and

WHEREAS, the Donor is the owner of the following described real property in Burleigh County, North Dakota:

Lot Thirty-Two (32), Block One (1), Promontory Point VII Addition to the City of Bismarck, Burleigh County, North Dakota.

(Hereinafter referred to as the "Real Property").

WHEREAS, the Donor desires to make the charitable contribution to the District consisting of a donation of the Real Property and all appurtenances connected with the Real Property. The parties desire to set forth the terms and conditions of the gift and contribution under the provisions of this Agreement.

NOW, THEREFORE, the parties to this Agreement, intending to be legally bound by the terms and conditions of this Agreement, and for the purposes herein set forth, do hereby declare and agree as follows:

1. **Gift, Contribution, and Donation of Real Property.** The Donor agrees to give to the District, as a charitable contribution, the Real Property, together with all appurtenances thereto, on or before _____, 2024. Completion of the gift shall be subject to the satisfaction of the following conditions:

- 1.1. Acceptance of the charitable contribution and gift by the District, in its sole discretion to be evidenced by District's execution of this Agreement and acceptance of the Gift Deed to be executed by the Donor; and
- 1.2. The District shall have taken such action as is deemed proper and appropriate by its Board to accept the gift described herein and shall have communicated such acceptance to the Donor in writing on the Closing Date.

2. **Covenants of Donor.**

- 2.1. On or before the Closing Date, any and all outstanding mortgages, if any, on the Real Property shall have been released from the Real Property and all rights of any mortgagee released, such that the Real Property shall be free and clear of all liens and encumbrances owing to any lender.
- 2.2. The Donor will execute and deliver a Gift Deed, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of this Agreement.
- 2.3. The Donor shall convey the Real Property upon Closing to the District subject only to the use restrictions, reversionary interests, mineral reservations, the real estate taxes and special assessments levied and assessed against the subject premises, and the standard preprinted exceptions and exclusions listed on a title commitment for an owner's policy of title insurance and any other exceptions shown on a title report, other than exceptions for monetary liens which were created by the Donor which shall be satisfied and/or released.

3. **Covenants of the District.**

- 3.1. Obligations Arising out of the Gift. The District acknowledges and agrees that should the gift be completed, certain obligations arising out of ownership of the Real Property shall be assumed by the District including, without limitation, the obligation related to the maintenance and upkeep of the Real Property, the financial obligations that arise from ownership including payment of real estate taxes (unless the District is exempt from payment of such taxes), special assessments, the costs of any desired owner's policy of title insurance, and other obligations related to the Real Property.
- 3.2. Restrictions on Use of Real Property.
 - 3.2.1. The Donor shall retain a reversionary interest in the Real Property, as herein described, for the maximum period allowable under the laws of the State of North Dakota. This reversionary interest mandates that the Property be used solely for the development and maintenance of walking trails and green spaces.
 - 3.2.2. The erection of any structures on the Real Property is expressly forbidden, unless the Donor, or the Donor's heirs, successors, or assigns, expressly consents in writing prior to such construction.
 - 3.2.3. If the District, or their successors or assigns, use the Real Property for purposes not expressly authorized herein and in the subsequent Gift Deed, all rights in the Real Property shall immediately revert to the Donor, or the Donor's successors and assigns. Such reversion shall transpire free from any claims or interests of the District or their successors or assigns.

- 3.2.4. The District shall prohibited from selling, transferring, assigning, or otherwise disposing of the Real Property or any interest therein to any third party without the prior written consent of the Donor, or the Donor's heirs, successors, or assigns.
- 3.2.5. Should the District transfer the Real Property without the requisite consent, the Real Property shall automatically revert to the Donor, or the Donor's successors and assigns. This reversion shall occur free and clear of any claims or interests of the District or any unauthorized transferee.
- 3.2.6. In addition to the restriction/condition of the use of the Real Property, should the District violate any Restrictive Covenants recorded against the Real Property or violate any terms and conditions of this Agreement or the subsequently issued Gift Deed, then title to the Real Property shall revert to Donor, or Donor's successors and assigns. This reversion shall occur free and clear of any claims or interests of the District or their successors or assigns.

4. **Miscellaneous.**

- 4.1. This Agreement. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement between the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.
- 4.2. Non-Waiver. Unless expressly agreed in writing by the applicable party, neither the failure or nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
- 4.3. Amendments. No amendments, modifications, or termination of this Agreement shall be binding upon any party hereto unless it is in writing and signed by the parties.
- 4.4. Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 4.5. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this agreement.
- 4.6. Notices. Any notice, request, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when directed in person, or when sent by electronic means with confirmation of a receipt being received or two (2) days after being sent by certified mail, return receipt requested, postage pre-paid, addressed to the party

at the address to the party at the address set forth above, and with such copies delivered, transmitted, or mailed to such persons as are specified therein.

- 4.7. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.
- 4.8. Facsimile/Electronic Execution. This Agreement may be signed and transmitted electronically or by facsimile machine, the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature; and an electronically or facsimile transmitted copy hereof shall have the same binding effect as an original signature on an original document.
- 4.9. Governing Law. This Agreement shall be governed and enforced in accordance with the laws of the State of North Dakota.
- 4.10. Charitable Public Purpose. It is the intent of the parties to this Agreement and the gift, donation, and contribution contemplated under the provisions of this Agreement shall for all purposes be treated as a charitable contribution made to the District as a park district organized and operated under the laws of the State of North Dakota. It is intended that the charitable contribution made by this Agreement shall be used for charitable and recreational purposes made by the Donor to the District in compliance with the Code requirements for a charitable gift.
- 4.11. Joint Preparation. This Agreement will be deemed to have been prepared jointly by the parties hereto. Any ambiguity will not be interpreted against any party hereto and will be interpreted as if each of the parties hereto had prepared this Agreement.

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the Effective date set forth above.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WACHTER DEVELOPMENT, INC.

By: _____
Lance Wachter, Its President

Bismarck Parks and Recreation District

By: _____
Its:

GIFT DEED

THIS GIFT DEED, Made this ____ day of _____, 2024, between **Wachter Development, Inc.**, a North Dakota corporation, of PO Box 1437, Bismarck, ND 58502-1437 ("Grantor") and **Bismarck Parks and Recreation District**, a park district existing under the laws of the State of North Dakota, whose address is 400 E. Front Ave., Bismarck, ND 58504 ("Grantee").

WITNESSETH, That Grantor hereby gifts, grants, and conveys to Grantee all of Grantor's right, title, and interest in and to the following described real property situated in Burleigh County, North Dakota:

Lot Thirty-Two (32), Block One (1), Promontory Point VII Addition to the City of Bismarck, Burleigh County, North Dakota.

(Hereinafter referred to as the "Real Property").

TO HAVE AND TO HOLD, the above-described Real Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and the Grantor hereby binds itself, together with its successors and assigns, to warrant and forever defend all and singular the Real Property unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof by, through, or under the Grantor, but not otherwise.

Grantor represents that as of the Effective Date of this Deed, all applicable real estate taxes and installments of special assessments that are owed and due on the Property have been paid by Grantor to the applicable taxing authority. This conveyance is made as a gift and as a charitable contribution and donation under the applicable income tax laws and regulations without any consideration by Grantee to Grantor and is made and accepted SUBJECT TO any and all easements, rights-of-way, prescriptive rights, whether of record or not, all restrictions, reservations, reversionary interests, covenants, conditions, mineral reservations, mineral leases, and other encumbrances, if any, shown of record as of the Effective Date.

The charitable contribution and conveyance is subject to the following restrictions and condition, and no others:

1. **Retention of Reversionary Interest:** The Grantor retains a reversionary interest in the Real Property, as herein described, for the maximum period allowable under the laws of the

State of North Dakota. This reversionary interest mandates that the Property be used solely for the development and maintenance of walking trails and green spaces.

2. **Prohibition on Construction:** The erection of any structures on the Real Property is expressly forbidden, unless the Grantor, or the Grantor's heirs, successors, or assigns, expressly consents in writing prior to such construction.
3. **Condition of Use:** If the Grantee, or their successors or assigns, use the Real Property for purposes not expressly authorized herein, all rights in the Real Property shall immediately revert to the Grantor, or the Grantor's successors and assigns. Such reversion shall transpire free from any claims or interests of the Grantee or their successors or assigns.
4. **Restrictions on Alienation:** The Grantee is prohibited from selling, transferring, assigning, or otherwise disposing of the Real Property or any interest therein to any third party without the prior written consent of the Grantor, or the Grantor's heirs, successors, or assigns.
5. **Automatic Reversion upon Breach:** Should the Grantee transfer the Real Property without the requisite consent, the Real Property shall automatically revert to the Grantor, or the Grantor's successors and assigns. This reversion shall occur free and clear of any claims or interests of the Grantee or any unauthorized transferee.
6. **Additional Restrictions:** In addition to the restriction/condition of the use of the Real Property, should the Grantee violate any Restrictive Covenants recorded against the Real Property or violate any terms and conditions of the Gift Agreement dated _____, then title to the Real Property shall revert to Grantor, or Grantor's successors and assigns. This reversion shall occur free and clear of any claims or interests of the Grantee or their successors or assigns.

To the maximum extent permitted by North Dakota law, and subject to the above-expressed provisions of this Deed, Grantee accepts the Property in an "AS IS, WHERE IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express, implied, or statutory, for on behalf of Grantor concerning the Property or this Deed without limiting the foregoing, Grantor has not, does not, and will not make any representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements. Grantee warrants that it has inspected the Property and the surrounding area and is relying solely on Grantee's own investigation of the Property to determine the condition of the Property and the surrounding area, and not in any information provided by Grantor.

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THIS DEED is executed on the date shown in the acknowledgment below, to be effective as of the Effective Date first above written.

WACHTER DEVELOPMENT, INC.

By: Lance Wachter, Its President

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this ____ day of _____, 2024, before me personally appeared Lance Wachter, known to me to be the President of the corporation that is described in, and that they executed the foregoing instrument, and acknowledged that such corporation executed the same.

Notary Public

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by N.D.C.C. § 11-18-02.2(f).

Grantee or Agent: _____ Date _____

The legal description was obtained from a previously recorded instrument.

This Deed was prepared by Garrett D. Ludwig, Kelsch, Ruff, Kranda, Nagle & Ludwig, 103 Collins Avenue, PO Box 1266, Mandan ND 58554-7266.

Let's Play!

TO: Commissioners Jeske, Jordan, Odell, Zimmerman and President Gilbertson
FROM: Kevin Klipfel, Executive Director *KK*
DATE: June 7, 2024
RE: Lot 21, Block 8, Silver Ranch Third Addition Land Donation

Lot 20, Block 8 in the Silver Ranch Third Addition is part of the greenway system that was deeded to the Park District in 2020. Lot 21, Block 8 is currently held by Investcore, Inc. It was the intention to deed this parcel to the Park District as part of this greenway system, but that action never occurred.

Investcore, Inc. would now like to move forward and deed Lot 21, Block 8 to the Park District. In your packet you will find the warranty deed to donate the land to the Park District, and staff recommends approval.

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Lot 21, Block 8, Silver Ranch 3rd Addition



WARRANTY DEED

THIS INDENTURE is made on this 6th day of May 2024 between Investcore, Inc., a Nevada corporation (hereinafter "Grantor"), and Bismarck Parks and Recreation District, a park district under the laws of the State of North Dakota, whose address is 400 East Front Avenue, Bismarck, ND 58504 (hereinafter "Grantee").

The Grantor for and in consideration of the sum of ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto the Grantee, and its successors and assigns, FOREVER, all the following real property lying and being in the County of Burleigh, State of North Dakota, and described as follows, to-wit:

Lot 21, Block 8, Silver Ranch Third Addition to the City of Bismarck, Burleigh County, North Dakota. Subject to easements, rights of way, covenants and restrictions, and mineral reservations and conveyances of record or which may exist in fact.

TO HAVE AND TO HOLD to the Grantee, its successors, and assigns FOREVER. The Grantor does covenant with the Grantee that it is well seized in fee of the land and has the right to sell and convey the land in the manner and form aforesaid and that the land is free from all encumbrances. The Grantor will WARRANT and DEFEND the quiet and peaceable possession of the Grantee, its successors, and assigns in the land against all persons lawfully claiming or to claim the whole or any part thereof.

IN TESTIMONY WHEREOF, the Grantor executed this deed on the day and year first written above.

GRANTOR:

INVESTCORE, INC.,

Chad Wachter, It's President and CEO

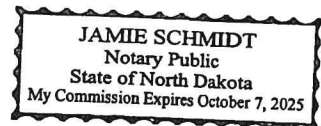
6-7-2024

Date

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this 6th day of May 2024, before me, a Notary Public personally appeared Chad Wachter, known to me as the President and CEO of Investcore, Inc., described herein and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public
State of North Dakota
My Commission Expires: October 7, 2025



**ACCEPTED BY THE GRANTEE:
BISMARCK PARKS AND RECREATION DISTRICT**


I certify that the following transaction is exempt from the requirement of filing a statement of full consideration pursuant to NDCC 11-18-02.2(6)(i).

Bismarck Parks and Recreation District
By Michael Gilbertson, It's President

Date

Let's Play!

TO: Commissioners Jeske, Jordan, Odell, Zimmerman and President Munson
Executive Director Klipfel

FROM: Mike Wald, Facilities and Programs Director 

DATE: May 29, 2024

RE: BSC Aquatic and Wellness Center Concessions

Commissioners and Executive Director Klipfel:

We received one bid to provide concessions at the BSC Aquatic and Wellness Center, and this bid was from Epic Nutrition. They have proposed for Bismarck Parks and Recreation District to receive 6% of sales (after state and local taxes). Epic Nutrition is able to meet all of the specifications in the proposal and staff recommends the Board accept the bid submitted and approve the attached agreement for the operation.

Please contact me at 222-6455 if you have any questions.

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Concession Stand Operating Agreement BSC Aquatic and Wellness Center

1. **Parties:** The parties to the agreement are the Bismarck Parks and Recreation District, 400 East Front Avenue, Bismarck, ND 58504 (herein after the District), Bismarck, North Dakota, and Epic Nutrition (herein after Concessionaire).
2. **Purpose of this Agreement:** This agreement will establish basic guidelines for the food, soft drink beverages and merchandise concession operations in the BSC Aquatic and Wellness Center (1601 Canary Avenue) on the Bismarck State College Campus. Concessionaire will manage and provide the concession stand in said facility in cooperation with any operating concession soft drink, merchandise and sponsor supply agreement held by the District.
3. **Terms of Agreement:** Agreement will be in effect June 21, 2024 – April 30, 2027 with an option to renew for an additional two (2) years. The request to extend the agreement must be received in writing by January 1, 2027.
4. **General Hours and Days of Operation:** Concessions area will be open for all swim meets and special events. Hours of general operation will be:

Monday – Friday:	9:00 am – 7:00 pm
Saturday:	10 am – 2:00 pm
Sunday	10 am – 2 pm

The concession schedule may change due to facility events. The concession stand must be open and ready to operate a minimum of 45 minutes before starting time of swim meets and special events. The Facilities Manager will provide monthly facility schedules as well as weekly updates to the Concessionaire manager.
5. **Vending Machines:** All vending machines will remain under the control of the District.
6. **Exclusive Provider:** The District has an agreement with a vendor to provide supplies of soda, juice, and water products in District facilities. Concessionaire must comply with the District's soft drink supply agreement, and purchase beverages through this vendor. The use of pre-mix and post-mix soda dispensing system is not allowed.
7. **Concession Fee:** Concessionaire shall pay the District 6% for sales on food, beverages, membership club sales and merchandise (after state and local taxes) that are sold in the BSC Aquatic and Wellness Center.
8. **Payment Schedule:** The concession payment is payable to the District on the 10th of each month along with a detailed statement of receipts listing separately the sales of (1) food, (2) soft drinks, and (3) merchandise.
9. **Right to Enter:** The District and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any purposes with notification to Concessionaire or accompanied by a Concessionaire representative.

10. **Concession Stand:** Concessionaire will have use of the concession stand located on the second level of the BSC Aquatic and Wellness Center.
11. **Concession Operation:** Concessionaire is responsible for the total operation of the concession operation including but not limited to staffing, stocking and selling of concession supplies, and cleaning of concession stands. Concessionaire is responsible for opening concession for vendors for product delivery.
12. **Other Concession Operations:** User groups must receive written approval of the District to sell novelty items and specialty non-food items during special events and meets. Concessionaire will be notified of such activities when they occur.
13. **Facility Maintenance:** The Concessionaire will be responsible for maintenance of said concessions area including repairs and improvements unless cost sharing of improvements is agreed to. Concessionaire will remove garbage in the concession stands, take to the facility dumpsters outside of the facility and assist with general clean-up of lobby and any other sales areas.
14. **Keys:** Concessionaire will be given two keys to the concession stand. Concessionaire is responsible for keeping concession stand locked when not in use and opening for all deliveries to the stand.
15. **Ordinances and Rules:** Concessionaire shall comply with all ordinances and rules adopted by the Park Board, City of Bismarck, and State of North Dakota concerning food, beverage and merchandise sales at the BSC Aquatic and Wellness Center as well as all state and federal laws (See Exhibit A for current District ordinances).
16. **Permits/Licenses:** Concessionaire shall secure the proper permits and licenses from local and state government to operate concession stands that sell food, soft drinks, and merchandise, and provide copies to the District at contract signing.
17. **Real Estate Taxes:** Concessionaire will be responsible to the City of Bismarck for real estate taxes on the said property during the term of the agreement. The City Assessing Department will determine the tax.
18. **Comprehensive General Liability Insurance:** Concessionaire, at its own expense, shall secure and keep in force a commercial general liability insurance policy for \$1,000,000 per person and \$2,000,000 per occurrence and name the District as an additional insured. The policy shall contain product liability. The policy shall require the insurance company to notify the District in writing prior to any cancellations. Concessionaire shall annually provide the District with a certificate of insurance and list the District as an additional insured.
19. **Building Insurance:** The District will insure the buildings and contents owned by the District.
20. **Property Insurance:** Concessionaire's property is not insured under any of the District's insurance policies; therefore, the concessionaire may purchase renter's

insurance for its property. Concessionaire understands that its personal property is not insured under any of the District's insurance policies and the concessioner will be responsible for any losses.

21. **Workforce Safety and Insurance:** The amount required by state law.
22. **Non-Discrimination Policy:** Concessionaire shall not discriminate against any applicant for employment, employee, or patron of the premises on the basis of race, color, national origin, age, religion, sex, physical or mental disability, or status with respect to marriage or public assistance.
23. **Indemnification and Hold Harmless:** Concessionaire agrees that it will fully indemnify and hold harmless the District from all claims, actions, causes of actions, lawsuits, etc. which may arise as a result of Concessionaire's management and operation of the concession stand at the facility. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold the District harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including attorney's fees, and any other consequences which may arise as a result of Concessionaire's management and operation of the concession stand at the facility. It is expressly understood that concessionaire shall be responsible for full indemnification of the District and will hold the District harmless from any and all such claims.
24. **Supervision:** Concessionaire shall provide adequate supervision of the concession operation including employees. Concession employees must be dressed in an identifiable uniform or shirt during business hours, representing Concessionaire, not a single supplier or vendor. Concessionaire shall be required to have one on-site manager designated as a contact, and Concessionaire shall provide necessary support staff to meet the needs of the concession stand services.
25. **Concession Menu:** The concession menu and pricing for all products must be presented to the District's Executive Director in writing prior to the opening of the concession stands or when pricing and menu changes are proposed. The Executive Director of Parks and Recreation must approve any changes to the menu or pricing in writing.
26. **Signage:** Concessionaire must provide signage at concession stand locations and on carts identifying Concessionaire as operators of the stands. Suggested language is as follows: "The concession and food service are operated under contract by Epic Nutrition."
27. **Concession Equipment:** Equipment owned by Concessionaire or provided to Concessionaire by the District for use will be maintained by Concessionaire unless otherwise specified.
28. **Improvements:** Concessionaire agrees to provide, at its own cost, all improvements to the said premises necessary for the operation of the concession stands. All improvements and attractions shall be in compliance with plans and specifications provided by Concessionaire and must be approved by the District in writing. Title to all non-removable improvements or fixtures shall vest in the District upon completion of the

improvements; however, Concessionaire shall maintain, repair, and provide insurance on all improvements throughout the term of this agreement.

29. **Assignment/Transferability:** Concessionaire shall not assign, encumber, or transfer any interest held by the District in the premises, or sublease all or any part of the premises, or allow any other person or entity to occupy or use all or any part of the premises or this agreement.
30. **Default:** The occurrence of any of the following shall constitute a default by Concessionaire:
- a). Abandonment and vacation of the premises during the contract year.
 - b). Failure to perform any other provisions of this agreement, if the failure to perform is not cured within 10 days after notice has been given Concessionaire. If the default cannot reasonably be cured within 10 days, Concessionaire shall not be in default of this agreement if Concessionaire commences to cure the default within the 10-day period and diligently and in good faith continues to cure the default.
 - c). Failure to maintain insurance coverage as required by the agreement shall be cause for the immediate termination of the agreement.
 - d). Concessionaire files a petition in bankruptcy or insolvency or for reorganization under the bankruptcy laws.
 - e). Involuntary proceedings are instituted against Concessionaire under any bankruptcy act.
 - f). Concessionaire fails to pay any rent when due and does not make the delinquent payment within five days after receipt of notice from the District.
 - g). Failure to maintain all required licenses and permits.
31. **Remedies:** In the event of default, the District shall give a written notice of default to Concessionaire. Concessionaire shall have ten days after the receipt of such notice to cure said default. No such notice shall be deemed a forfeiture or termination of this agreement unless the District so elects in the notice. In the event Concessionaire does not cure the said default within the allowed ten-day period, the District shall have the following remedies. These remedies are not exclusive; they are in addition to any remedies now or later allowed by law:
- a.) The District can continue this agreement in full force and effect, and the agreement will continue in effect as long as the District does not specifically elect in writing to terminate this agreement on account of Concessionaire's default.
 - b.) The District can terminate Concessionaire's right to possession of the premises at any time. No act by the District other than giving notice to Concessionaire shall terminate this agreement.
 - c.) The District, at any time after Concessionaire commits default, can cure the default at Concessionaire's cost. If the District at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the District shall be immediately due from Concessionaire to the District at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 18% per annum from the date the sum is paid by the District until the District is reimbursed by Concessionaire. The sum together with interest on it shall be additional rent.

- d.) In the event of default the District shall be entitled to recover for all amounts, including attorney's fees expended by the District on account of such default.
32. **Notice:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, consent, approval, or communication that either desires or is required to give to the other party shall be addressed to the other part at the address set forth in the signature blocks at the end of this agreement. Either party may change its address by notifying the other party of the change of address.
33. **Termination:** Either the Concessionaire or the District may terminate this Agreement upon thirty (30) days written notice to the other party. Concessionaire agrees that in the event it elects to terminate the Agreement as provided above, it shall pay to the District all unpaid payments owed under the Agreement by the termination date. Concessionaire agrees that in the event it fails to pay any payments in a timely manner, it shall pay all costs incurred by the District, including reasonable attorneys' fees, in recovering the unpaid payments.
34. **Waiver of Covenants:** No delay or omission in the exercise of any right or remedy of the District on any default by Concessionaire shall impair such a right or remedy or be construed as a waiver. Only a written notice from the District to Concessionaire shall constitute acceptance of the surrender of the premises and accomplish a termination of the agreement. The District's consent to or approval of any act by Concessionaire requiring the District's consent or approval shall not be deemed to waive or render unnecessary the District's consent to or approval or any subsequent act by Concessionaire.
- Any waiver by the District of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the agreement.
35. **Property Damage:** Concessionaire agrees to pay, in addition to concessions fees, any costs for damages sustained to the facility that is out of the ordinary to normal activity of Concessionaire and related activities.
36. **Relationship of the District and Concessionaire:** Nothing in this agreement shall render the District in any way a partner, in joint ventureship or associate in any way with Concessionaire in the operation of the concessions stand or business of Concessionaire or subject the District to any obligation, loss, charge, or expense in connection with or arising from the operation of the said premises.
37. **Sale of Business:** In the event that Concessionaire should sell its business operation, all rights, duties, obligations, and privileges in connection with this agreement shall be assumed by the transfer to said purchaser as is or modified for only the remaining term of this agreement as approved by the Board of Park Commissioners.
38. **Surrender of Premises:** Upon the expiration or the termination of the agreement, Concessionaire shall, within ten (10) days, at its expense: (a) remove Concessionaire's

goods and effects; (b) surrender the said premises to the District. Any property left on the said premises after the expiration or termination of the term of this agreement shall be deemed to have been abandoned and the property of the District.

39. **Hold Over:** All obligations and duties imposed by this agreement upon the District and Concessionaire shall remain the same during any period of occupancy by Concessionaire after termination of the agreement.

40.

Dated this _____ day of _____, 2024

BY: _____
Michael Gilbertson, President
Board of Park Commissioners
Bismarck Parks and Recreation District
400 East Front Avenue
Bismarck, ND 58504

Dated this _____ day of _____, 2024

BY: _____
Nicki Anderson
Epic Nutrition
1361 Countryside Drive
Bismarck, ND 58501

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

WHEREAS, the Park District of the City of Bismarck is a municipal subdivision organized pursuant to chapter 40-49 of the North Dakota Century Code (“N.D.C.C.”); and
WHEREAS, Section 40-49-13, N.D.C.C., provides for the exercise of the powers of the Board of Park Commissioners by ordinance; and
WHEREAS, the Park District of the City of Bismarck has heretofore from time to time enacted ordinances pursuant to law and desires to amend and restate such ordinances.
NOW, THEREFORE, Be it enacted by the Board of Park Commissioners of the Park District of the City of Bismarck:

1. Authority

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

2. Existence of the Park District

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

3. Repeal

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

4. Scope

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

5. Disposition of offenses

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

6. Enforcement

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

7. Meetings of the Board

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

8. Operation of vehicles

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

9. Prohibited Acts

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

10. Park Trees

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


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

Published in The Bismarck Tribune: December 28, 2023

Effective: December 31, 2023

Let's Play!

TO: Commissioners Jeske, Jordan, Odell, Zimmerman and President Gilbertson
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

DATE: May 29, 2024

RE: Concessions Bid Summary

On May 21, 2024, staff opened bids for vendors to provide concessions at the Municipal Baseball Park beginning in 2025. The minimum bid specifications were as follows:

- Complete the bid proposal forms provided by the Park District
- Provide the District a minimum 15% commission on food and beverage sales, excluding beer and wine sales, after state and local sales tax
- Annual rent payment of \$7,300 per year for years 2025-2028.
- Ability to comply with all insurance requirements.

Bismarck Baseball Concessions, LLC submitted one bid that met all specifications and an optional proposal to pay an annual amount of \$30,000 in 2025 with an annual increase of 3% through 2028. Staff recommends accepting the bid that met all bid specifications submitted by Bismarck Baseball Concessions, LLC and the accompanying agreement.

Please contact me if you have any questions.

A nationally accredited park and recreation agency.

**Agreement to Operate Concession and Liquor Operation at
Bismarck Municipal Baseball Park
By
Bismarck Baseball Concessions, LLC**

1. **Parties:** The parties of the agreement are the Park District of the city of Bismarck, North Dakota (hereinafter the District), 400 E. Front Avenue, Bismarck, ND, 58504, and Bismarck Baseball Concessions, LLC (hereinafter Concessionaire) whose address is 201 West Front Avenue, Bismarck, ND 58504.
2. **Purpose of this Agreement:** This agreement will establish basic guidelines for Concessionaire to manage food and beverage concessions at the Municipal Baseball Park in Bismarck for all baseball games including high school, college, Babe Ruth, American Legion, Northwoods League, and any other games or events scheduled at the Municipal Baseball Park. Concessionaire will manage the concession stand operation in cooperation with the current concession agreement between the Park District and its exclusive soft drink provider.
3. **Terms of this Agreement:** This agreement is for the term beginning January 1, 2025 and ending December 31, 2028 with the option to request two (2), 4-year extensions.

The request to extend the agreement from January 1, 2029 – December 31, 2032 must be received by the District no later than January 1, 2028.

The request to extend the agreement from January 1, 2033 – December 31, 2036 must be received by the District no later than January 1, 2032.

The monthly rent and percentage of food and beverage sales after taxes will be re-negotiated after receiving the extension requests in 2028 and 2032 and will require an agreement addendum approved by the Board of Park Commissioners.

4. **Alcoholic Beverage Sales:** Beer, box wine, and novelty drinks sold in plastic cans or bottles, aluminum cans or bottles only (absolutely no glass containers) may be sold by the Concessionaire for home Northwood's league games and events from one (1) hour before the scheduled start of each game and only until the end of the seventh inning. No alcohol sales are allowed for any youth, high school or college activities. Sales for other special events at the Municipal Baseball Park are by approval of the District only. Product(s) advertising will be allowed for Northwood's League games or approved special events and must be removed for all other activities and events. No glass distribution of any product is allowed at any time in or on any District property.

Security is required any time alcoholic beverages are being sold for Northwood's league games. It is required that one (1) uniformed Bismarck City police are on duty. Security may be the same as game security providing Concessionaire is operating both the game and concessions.

5. **Vending Machines:** All vending machines will remain under the control of the District at the Bismarck Municipal Baseball Park.
6. **Concession Stands:** Concessionaire will have the use of the permanent concession stand under the grandstand as well as the original concession stand.
7. **Concession Operation:** Concessionaire is responsible for the total operation of the concession stand including but not limited to staffing, stocking, and selling concession supplies and cleaning of the concession stands. Concessionaire is responsible for opening for vendor product delivery.
8. **Exclusive Beverage Provider:** The District has a contract with a vendor to provide supplies of soda, juice, and water products in District facilities. Concessionaire must comply with the District's soft drink supply agreement.
9. **Concession Fee:** Concessionaire shall pay the District the following monthly rent in addition to the 15% for sales on food and beverages (excluding alcoholic beverages) that are sold in the Bismarck Municipal Baseball Park and catering, in or on said facility.

The monthly rental fee will be as follows:

	2025	2026	2027	2028
May	\$700	\$700	\$700	\$700
June	\$2,200	\$2,200	\$2,200	\$2,200
July	\$2,200	\$2,200	\$2,200	\$2,200
August	\$2,200	\$2,200	\$2,200	\$2,200

10. **Payment Schedule:** The concession payment is payable to the District on the 10th of each month along with a detailed statement of receipts listing separately the sales of (1) food, (2) soft drinks, (3) alcoholic beverages, and (4) catered events.
11. **Right to Enter:** The District and /or its authorized representative shall have the right to enter the premises at all reasonable times for any purposes with notification to Concessionaire or accompanied by a Concessionaire representative.
12. **Keys:** Concessionaire will be given two (2) keys to the concession stand. Concessionaire is responsible for keeping the concession stands locked when not in use and for all deliveries to the stand.
13. **Permits/Licenses:** Concessionaire shall secure the proper permits and licenses from the local and state government to operate concession stands that sell food, soft drinks, beer and wine, and provide copies to the District at contract signing and annually thereafter.
14. **Real Estate Taxes:** Concessionaire will be responsible to the City of Bismarck for the Possessory Interest Lease Taxes due during the term of the agreement. The City Assessing Department will determine the tax.

15. **Property Insurance:** Concessionaire may purchase renter's insurance for its property. Concessionaire understands that its property is not insured under any of the District's insurance policies.
16. **Liquor Liability:** Concessionaire shall maintain in force liquor liability (Dram Shop) insurance with an occurrence limit of not less than \$1,000,000. Coverage must be evidenced by a certificate of insurance prior to the beginning of the contract and annually thereafter.
17. **Advertising:** Concessionaire may place advertising of beer and products sold as per the Municipal Ballpark facility use agreement on the interior of the Bismarck Municipal Baseball Park during each Northwood's League game or approved events sponsored by the Concessionaire provided that such advertising is removed at the end of the game or event. Advertising may be placed no earlier than one hour before each event and removed within one-half hour after completion. Placement of advertising must in accordance with the Municipal Ballpark facility use agreement.
18. **Supervision:** Concessionaire shall provide adequate supervision of the concession operation including employees. Concession employees must be dressed in an identifiable uniform or shirt during business hours, representing Concessionaire, not a single supplier or vendor.
19. **Concession Menu:** The concession menu and pricing for all products must be presented to the District's Facilities and Programs Director or designee in writing prior to the opening of the concession stand or when pricing and menu changes are proposed. The Facilities and Programs Director or designee must approve any changes to the menu or pricing in writing.
20. **Signage:** Concessionaire must provide signage at concession stand locations identifying Concessionaire as operator of the stands. Suggested language is as follows: "The concession and food service is operated under contract by Bismarck Baseball Concessions, LLC."
21. **Surrender of Premises:** Upon the expiration or the termination of the lease, Concessionaire shall, within fifteen (15) days, at its expense: (a) remove Concessionaire's goods and effects; (b) surrender the leased premises to the District. Any property left on the leased premises after the expiration or termination of the term of this lease shall be deemed to have been abandoned and become the property of the District.
22. **Hold Over:** All obligations and duties imposed by this lease upon the District and Concessionaire shall remain the same during any period of occupancy by Concessionaire after termination of the lease.
23. **Termination:** Either Concessionaire or the District may terminate this agreement upon thirty (30) days written notice to the other party. Concessionaire agrees that in the event it elects to terminate the agreement as provided above, it shall pay to the District all

unpaid lease payments owed under the agreement by the termination date. Concessionaire agrees that in the event it fails to pay the lease payments in a timely manner, it shall pay all costs incurred by the District, including reasonable attorneys' fees, in recovering the unpaid lease payments.

24. **Insurance:** Concessionaire agrees to carry a commercial general liability policy in a minimum amount of \$1,000,000 per person and \$2,000,000 per occurrence for the operation of the Concessionaire and its activities and any other insurance requested by the District to cover the general to specific operations of Concessionaire. The certificate of insurance shall list the District as an additionally insured and be provided to the District upon annual insurance renewal. All policies shall require the insurance company to notify the District in writing prior to any policy cancellations. Concessionaire will insure all personal property stored within or on District property.
25. **Ordinances and Rules:** Concessionaire shall comply with all ordinances enacted by the District and all rules adopted by the District regarding the use of the said facility. The current ordinances can be found in Exhibit I.
26. **Workforce Safety and Insurance:** The amount required by state law.
27. **Non-Discrimination Policy:** Concessionaire shall not exclude anyone from participating in its program, or otherwise subject to discrimination on the basis of race, color, national origin, age, religion, sex, physical or mental disability, or status with respect to marriage or public assistance.
28. **Indemnification and Hold Harmless:** Concessionaire agrees that they will fully indemnify and hold harmless the District from all claims, actions, causes of actions, lawsuits, etc., which may arise as a result of Concessionaire's management and operation of the concessions operation at the facility. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold the District harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including attorney's fees, and any other consequences which may arise as a result of the Concessionaire's management and operation of the concessions operation at the facility. It is expressly understood that the Concessionaire shall be responsible for full indemnification of the District and will hold the District harmless from any and all such claims.
29. **Review:** Both parties agree meet annually to review the concessions operation.

Dated this _____ day of _____, 2024

BY: _____
Michael Gilbertson, President
Board of Park Commissioners

Dated this _____ day of _____, 2024

BY: _____
Kevin Klipfel, Executive Director
Bismarck Parks and Recreation District

Dated this _____ day of _____, 2024

BY: _____
John Bollinger
Bismarck Baseball Concessions, LLC
Owner/CEO/Funatix Entertainment

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.

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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

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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

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6. Enforcement

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

7. Meetings of the Board

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

8. Operation of vehicles

- (1) In addition to the provisions of this ordinance, Title 12, Traffic Ordinances, of the City of Bismarck Code of Ordinances, as amended, shall apply to all Park District property.
- (2) No person shall operate any motorized vehicle on any area within the parks other than the roads, driveways or parking lots provided for such purposes. The prohibitions of this subsection do not apply to medical mobility

devices, or vehicles used by peace officers, emergency personnel, maintenance personnel or special event personnel in the performance of their official duties.

9. Prohibited Acts

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

10. Park Trees

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

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


Published in The Bismarck Tribune: December 28, 2023

Effective: December 31, 2023

Let's Play!

DATE: June 7, 2024

TO: Commissioners Jeske, Jordan, Odell, Zimmerman, and President Gilbertson
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

RE: 2024 Golf Course Bunker Sand Bid

We received two bids for 480 tons of golf course bunker sand for Riverwood Golf Course. Staff reviewed the bids, and the summary is listed below.

Vender	Able to meet all specifications	Price per ton	Total for 480 ton
Strata Corporation	Yes	\$55.50	\$26,640.00
Plaisted Companies	Yes	\$112.95	\$54,216.00

After careful review and discussion, staff recommend awarding the bid to Strata Corporation. Please let me know if you have questions.


A nationally accredited park and recreation agency.

Let's Play!

DATE: June 11, 2024

TO: Commissioners Jeske, Jordan, Odell, Zimmerman, and President Gilbertson
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director

RE: BSC Aquatic and Wellness Center Rooftop Air Handler 


We received two bids for replacement of the BSC Aquatic and Wellness Center rooftop air handler. Staff reviewed the bids, and the summary is listed below.

Vender	Total Price
Lindtech Services, Inc.	\$45,845
Northern Plains Heating and Air	\$76,295

After careful review and discussion, staff recommend awarding the bid to Lindtech Services, Inc. Please let me know if you have questions.

DATE: June 12, 2024

TO: Commissioners Jeske, Jordan, Odell, Zimmerman, and President Gilbertson
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

RE: 2024 Matching Grant Program Round Two Funding Recommendations

The Matching Grant review committee consisting of President Gilbertson and Commissioner Zimmerman, Executive Director Klipfel, and I met with the nine grant applicants on June 11 to review their project applications. I would like to thank President Gilbertson and Commissioner Zimmerman along with Executive Director Klipfel for their participation in this process. We continue to have great interest in this program and appreciate the support, cooperation and passion from the different groups and organizations to partner together to improve the recreational opportunities in our community. We had requests from nine groups totaling \$79,042.50.

The Matching Grant budget for 2024 is \$125,000. The remaining balance after round one is \$49,860.93. A summary of applications and committee recommendations is attached along with a copy of the Matching Grant application.

Commissioner Zimmerman will be providing an overview of the committee recommendations for the Board's consideration. The committee recommends fully funding these grant requests by using the remaining 2024 matching grant funds of \$49,860.93 and \$29,181.57 from construction reserves, that includes almost \$25,000 in unspent matching grant funds from 2023.

Please contact me if you have any questions.

**BISMARCK PARKS AND RECREATION DISTRICT
MATCHING GRANT APPLICATIONS**
Round Two, June 2024

No.	Applicant	Project Title	Project Description	Assistance Requested	Applicant's Contribution	Total Estimated Cost	Proposed Funding Recommended
1.	Teddy Roosevelt Family Day	Teddy Roosevelt Family Day	Equipment and materials to support the Teddy Roosevelt Family Day held at the McDowell Dam.	\$730.50	\$730.50	\$1,461.00	\$730.50
2.	Dakota United Soccer Club	Improve Soccer Goals	Purchase 16 soccer goals to replace older quality soccer goals at Cottonwood Park.	\$12,500.00	\$12,500.00	\$25,000.00	\$12,500.00
3.	Bismarck State College Student Government Association	BSC Aquatic & Wellness Center Wayfinding Project	Modernize and improve the current BSC Aquatic & Wellness Center internal wayfinding signs.	\$790.00	\$1,000.00	\$1,790.00	\$790.00
4.	HIT, Inc.	Pool Lift at the BSC Aquatic & Wellness Center	Replace the existing pool lift at the BSC Aquatic and Wellness Center with a lift that has a higher lifting capacity.	\$5,000.00	\$5,000.00	\$10,000.00	\$5,000.00
5.	Bismarck Mandan Lacrosse Association	Rage Cages and Goalie Helmets	Lacrosse collapsible goals for easy transportation to Try Events held at the Fore Seasons Center and indoor practices at the Capital Ice Complex. Goalie helmets for safety of the athlete and help families reduce equipment costs.	\$594.00	\$594.00	\$1,188.00	\$594.00
6.	Fraternal Order of Eagles	Eagles Park Electrical Upgrades	Install five additional electrical pedestals to continue upgrading RV camping locations in Eagles Park.	\$25,000.00	\$25,000.00- Bismarck Parks and Recreation District Capital Project Funds)	\$55,000.00	\$25,000.00
7.	Aquastorm Swim Club	BSC AWC Swimming Equipment Upgrades	New swimming aids to be used by various swim teams and the public.	\$7,000.00	\$3,000.00 (Aquastorm) \$3,000.00 (Bismarck Public Schools) \$1,000.00 (University of Mary)	\$14,000.00	\$7,000.00

**BISMARCK PARKS AND RECREATION DISTRICT
MATCHING GRANT APPLICATIONS**

Round Two, June 2024

No.	Applicant	Project Title	Project Description	Assistance Requested	Applicant's Contribution	Total Estimated Cost	Proposed Funding Recommended
8.	Bismarck-Burleigh Public Health	Expressway Pedestrian Tunnel Mural	Project uses community paint parties to create a 1,600 sq ft mural that will enhance a pedestrian tunnel along a central Bismarck parks/trail system. The location of the mural will be inside the Expressway Pedestrian Tunnel.	\$10,700.00	\$15,000.00	\$50,000.00 (Bismarck-Burleigh Public Health will seek additional funding to complete the project is the spring of 2025.)	\$10,700.00
9.	Fastrax BMX	Facility Beautification & Upgrades	The upgrades would include trees, shrubs & irrigation as well as speaker and mixer upgrades, surfacing glue and a chest compression system at Fastrax BMX at Cottonwood Park.	\$16,728.00	\$16,728.00	\$33,456.00	\$16,728.00
	TOTAL			\$79,042.50	\$88,552.50	\$191,895.00	\$79,042.50

Matching Grant Funding Summary:
 2024 Matching Grant funds: \$49,860.93
 Construction Reserves: \$29,181.57
 Total Funding: \$79,042.50



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

www.bisparks.org

Matching Grant Application 2024

FACILITIES • GROUNDS • EQUIPMENT



PURPOSE

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

INITIAL PROJECT REVIEW:

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

RECOGNITION OF MATCHING GRANT:

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

ADMINISTRATION AND ACCOUNTING:

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

WHO CAN APPLY:

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

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

APPLICATION OBTAINED AT:

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

APPLICATION DEADLINES:

Application deadlines for 2024 are 5:00 pm on February 1 (Round 1) and June 3 (Round 2).

FUNDS AVAILABLE:

The Board of Park Commissioners shall determine how much, if any, will be available each budget year for matching funds and may change or make exceptions to the amount at any time. \$125,000 has been budgeted for 2024.

APPLICATION REVIEW/INTERVIEW:

After the deadline, a committee of staff and Commissioners will review all applications, conduct a short interview with applicants, and make recommendations to the Board of Park Commissioners at the February 15 and June 20 Park Board meetings.

APPLICATION APPROVAL/DENIAL:

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

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

2024 MATCHING GRANT APPLICATION

APPLICATION DEADLINE: 5:00 PM ON FEBRUARY 1 AND JUNE 3

COMPLETE AND RETURN TO:

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

1. DATE OF APPLICATION: _____

2. APPLICANT: _____

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

ADDRESS: _____ CITY: _____

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

EMAIL ADDRESS: _____

3. PROJECT TITLE: _____

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

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

6. JUSTIFICATION FOR PROJECT:

7. ESTIMATED NUMBER OF PEOPLE BENEFITED: _____

8. ESTIMATED AGE CATEGORIES BENEFITED: _____

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

10. AMOUNT OF ASSISTANCE REQUESTED: _____

11. AMOUNT OF APPLICANT'S CONTRIBUTION: _____

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

13. BY SIGNING OR TYPING MY NAME BELOW, I HEREBY CERTIFY THAT FUNDS IN THE AMOUNT OF \$ _____

(AT LEAST 50 PERCENT OF TOTAL ESTIMATED COSTS) ARE AVAILABLE FOR THE ABOVE STATED PROJECT.

SIGNATURE: _____

TITLE: _____

DATE: _____

PROJECT COST ESTIMATES

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

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

APPLICATION CHECKLIST

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

SCHOOL PROJECTS:

- Letter of approval from BPS Buildings and Grounds?
- Letter of approval from school principal?

MINUTES OF THE BOARD OF PARK COMMISSIONERS
May 16, 2024

The Board of Park Commissioners held their regular meeting on May 16, 2024 in the Tom Baker meeting room of the City/County Building. President Gilbertson called the meeting to order at 5:15 pm. Commissioners Jordan, Odell and Zimmerman were present. The pledge of allegiance was said.

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

Gavin McCollam, representing Sleepy Hollow Theatre & Arts Park, appeared before the Board as the featured partner and program.

City Engineer Gabe Schell reviewed a proposed memorandum of understanding for placement of an embankment and storm sewer pipe on Park District property in the Eagle Crest and Elk Ridge subdivisions. Commissioner Odell moved to approve the memorandum of understanding as presented. Commissioner Jordan seconded the motion, and the voting went as follows: Ayes: Commissioners Jordan, Odell, Zimmerman and President Gilbertson. The nays being none, the motion carried.

Mindy Piatz with Brady Martz reviewed the 2023 audited financial statements. Commissioner Jordan moved to accept the audit as presented. Commissioner Zimmerman seconded the motion, and the voting went as follows: Ayes: Commissioners Jordan, Odell, Zimmerman and President Gilbertson. The nays being none, the motion carried.

Finance Director Kathy Feist reviewed proposed changes to the refund section of the Accounting Manual. Commissioner Zimmerman moved to accept the changes presented. Commissioner Odell seconded the motion, and the voting went as follows: Ayes: Commissioners Jordan, Odell, Zimmerman and President Gilbertson. The nays being none, the motion carried.

Commissioner Jordan moved to approve the following consent agenda:

- Consideration of April 18, 2024 Board meeting minutes.
- Consideration to add Endeavor North Design PLLC (END/a) and JE Dunn Construction to the Park District's list of approved consultants.
- Consideration of an updated Other Power-Driven Mobility Device policy and a new security cameras policy

Commissioner Zimmerman seconded the motion, and the voting went as follows: Ayes: Commissioners Jordan, Odell, Zimmerman and President Gilbertson. The nays being none, the motion carried.


Commissioner Odell moved to accept the bills for payment with checks 407994 to 408002 and 215673 to 215895 along with bank drafts DFT001404 to DFT001414, EFTs 2852 to 2893 and direct deposits 73264 to 73990. Commissioner Zimmerman seconded the motion, and the voting

went as follows: Ayes: Commissioners Jordan, Odell, Zimmerman and President Gilbertson. The nays being none, the motion carried.

The next regular Board meeting will be held June 20, 2024 at 5:15 pm in the Tom Baker Meeting Room. The meeting was adjourned at 5:46 pm.

DATE: June 7, 2024

TO: Commissioners Jeske, Jordan, Odell, Zimmerman, and President Gilbertson
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

RE: Agreement for Consideration

Staff have been working to update the agreement for sale of advertising and signage in Capital Ice Complex by the Bismarck Hockey Boosters and the Bismarck Figure Skating Club for consideration at the June Board meeting. The proposed changes are:

Item 3. Updated the dates in the agreement.

Item 5. Adjusted the number of dasher panels and wall signs as follows based on sign size.

Schaumberg Ice Arena

Dasher panels (33" x 8') up to 44 from 22

Wall signs (4' x 8') down to 12 from 18

Wachter Arena

Dasher panels (33" x 8') up to 42 from 38

Wall signs (4' x 8') up to 32 from 18

The exhibits were also updated. Please contact me if you have any questions.

Agreement for Sale of Advertising and Signage in Capital Ice Complex

1. **Parties:** The parties to this agreement are the Park District of the city of Bismarck, North Dakota (hereinafter the District), 400 E. Front Avenue, Bismarck, ND, 58504, and the Bismarck Hockey Boosters/Bismarck Figure Skaters (hereinafter Ice).
2. **Purpose of this Agreement:** This agreement is to establish guidelines for the sale and/or trade of advertisements (wall signs and dasher boards) in the Capital Ice Complex (CIC).
3. **Terms of this Agreement:** The term of this agreement begins July 1, 2024 and ends April 30, 2027.
4. **Commission:** Ice will pay the District 10% commission on the total value of all advertisements sold and traded.

Ice will provide to the Park District a full list of all sold and traded advertisements (wall signs and dasher boards) in the CIC and the value of the advertisements.

5. **Payment Schedule:** Payment will be made in full and a listing of all advertisements sold and traded will be provided to the Park District by April 30th of each year.

A sample advertising contract is attached as Exhibit A. Exhibits B and C are attached as locations where advertising can be sold (indicated in yellow) and where advertising cannot be sold (indicated in red).

Cost of sign, advertising development, installation, repair and removal will be the responsibility of Ice.

Ice is provided the following opportunities to sell advertising in the CIC as follows:

- Dasher panels in Wachter and Schaumberg Arenas
- Wall signs – Final number by approval. Signs may be 4'x 8' standard.
 - Schaumberg Arena:
Dasher panels (33" x 8'): Up to 44
Walls signs (4' x 8'): Up to 12
 - Wachter Arena:
Dasher panels (33" x 8'): Up to 42
Wall signs (4' x 8'): Up to 32

No advertising will be permitted outside the CIC, in the parking lot, or any adjacent streets.

6. **Advertising Approval:** All advertising will be subject to approval by the Park District and will be in good taste and displayed in the interest of the ice community and public at large. No advertising of alcohol or tobacco will be accepted as temporary or permanent signage. Signs

will be completed by professional sign company at expense of Ice. Installation of signage will be coordinated with Facilities Manager or designee.

7. **Agreement between Entities:** It is further understood that Ice will divide the sale of advertising between the Bismarck Hockey Boosters and Bismarck Figure Skating Club. Each group will receive 45% of the total proceeds from each sign. Bismarck Hockey Boosters shall manage the advertising operating account, or as further agreed between parties. Payment of proceeds to each group will be made annually, in full, by April 30th of each year, beginning in 2019, or as further agreed between parties.

Dated this _____ day of _____, 2024

BY: _____
Michael Gilbertson, President
Board of Park Commissioners

Dated this _____ day of _____, 2024

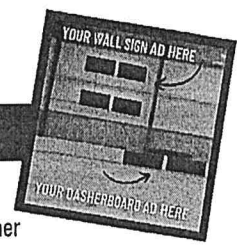
BY: _____
Mikayla Jamblonki Jahner, Executive Director
Bismarck Hockey Boosters
PO Box 2408
Bismarck, ND 58502

Dated this _____ day of _____, 2024

BY: _____
Maria Neset, President
Bismarck Figure Skating Club
PO Box 7372
Bismarck, ND 58507

BISMARCK HOCKEY BOOSTERS & BISMARCK FIGURE SKATING CLUB
**DASHERBOARD & WALL SIGN
ADVERTISING**

ADVERTISING INFORMATION



Bismarck Hockey Boosters (BHB), in partnership with Bismarck Figure Skating Club (BFSC) are offering you a chance to become part of the action at the Capital Ice Complex by advertising on a dasher board or wall sign in Wachter and/or Schaumberg Rinks.

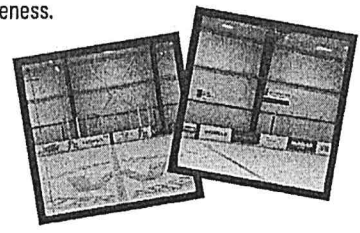
Dasher Boards are 8' x 33" (some exceptions) and Wall Signs are 8'x 4'. Both are a prime way to create positive advertising impressions with maximum impact to a wide spectrum of the general public, ice skaters, hockey players and spectators. Your highly visible logo will be seen by hundreds of potential clients.

Why Choose Dasher Board/Wall Advertising:

Unparalleled Visibility: Your brand will be front and center, catching the eyes of players, coaches, fans, and families. Maximize your exposure and make a lasting impression.

Be Part of the Action: Align your brand with the excitement and energy of hockey and/or figure skating. Your message will be seen during the most thrilling moments, creating a strong association between your brand and the intensity of being on the ice.

Targeted Reach: Hockey & Figure Skating attracts a diverse audience, and your advertising will reach a wide range of demographics, making it a versatile choice for building brand awareness.



Memorable Engagement: Connect emotionally with the passionate hockey and figure skating community. Your brand will be a part of memories, cheers, and unforgettable moments on the ice.

Design Freedom: Customize your advertising to align perfectly with your brand identity. Our dasher boards offer a canvas for creativity, allowing you to create eye-catching visuals that leave a lasting impact.

Measurable Impact: Track the success of your campaign through metrics such as brand recall, engagement, and audience reach, giving you valuable insights into your marketing efforts.

Join the Winning Team: Elevate your brand by becoming a prominent presence on our dasher boards and/or wall signs. Whether you're a local business, a national brand, or anything in between, this is your chance to connect with a passionate audience like never before.

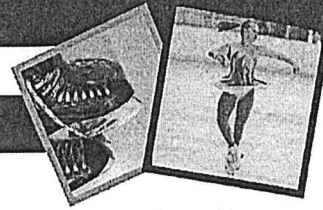
Connect with Us Today: Contact us to discuss how your brand can take center stage on our dasher boards and/or wall signs. Be part of the excitement, amplify your brand, and make a lasting impression on a captivated audience.



More Information
Mikayla Jablonski Jahner
Executive Director
executivedirector@bismarckhockey.com
www.bismarckhockey.com/advertising

DASHERBOARD & WALL SIGN

ADVERTISING AGREEMENT



1. This will serve as an agreement between _____ hereinafter referred to as "sponsor" and Bismarck Hockey Boosters, Inc./Bismarck Figure Skating Club, hereinafter referred to as "BHB/BFSC".
2. BHB/BFSC agrees to provide wall sign/dasher board space to Sponsor for placement of an agreed upon sponsorship ad beginning _____ for a period of:

Rink Selection (Select One): Wachter Schaumberg
 1 year - \$1,500 (Paid in Full) 3 years - \$3,600 (Paid in Full) 3 years - \$1,300/year (Paid in Installments)

If Schaumberg purchased WITH Wachter, then the following cost for Schaumberg
 1 year - \$1,200 (Paid in Full) 3 years - \$2,700 (Paid in Full) 3 years - \$1,000/year (Paid in Installments)

Wachter Ad Space Number(s): _____ **Schaumberg Ad Space Number(s):** _____

The contract year shall mean October 1st thru September 30th. Pro-rated rates will apply based on the effective date. Sponsor is responsible for advertising artwork. All artwork for this ad will be submitted to BHB/BFSC or their designee and will then be submitted for production. BHB/BFSC and the Bismarck Parks and Recreation District will approve all artwork before being placed in the Capital Ice Complex. BHB/BFSC will be responsible for initial costs associated with the advertisement. Sponsor will be responsible for any production fees associated with making the ad-print-ready. Please be advised that the sign will not be installed until the contract, advertising form, payment, and artwork are received in full. Additionally, it's important to note that no refunds or prorations will be provided for any lack of advertisement during the time it takes for BHB/BFSC to receive these items. **Should the sponsor wish to change the layout of the ad during the term of this contract, it will be at the expense of the Sponsor.**

3. BHB/BFSC does not accept responsibility for advertisement after installation due to nature of activity that takes place around the advertising. If advertisement becomes illegible or damaged beyond recognition prior to end of the advertising commitment, it will be the sponsor's responsibility to repair/replace. Dashers will have a protecting coating applied to help minimize damage from regular hockey wear and tear.
4. Sponsor agrees to provide BHB/BFSC or their designee with appropriate artwork in a timely manner.
5. While a specific location may be requested, the Park District shall approval final location of all ads.
6. Payments may be made in the form of a check due on the 5th date of the 1st month of each advertising year, payable to the Bismarck Hockey Boosters. Checks may be sent to: Bismarck Hockey Boosters, Attn: CIC Advertising, PO Box 2408, Bismarck, ND 58502
7. Any changes to this contract must be made in writing and agreed to by all parties of the contract.

Agreed to by Contact Name _____ Date _____

Sponsor Address _____

City/State/Zip _____ State _____ Zip _____

Phone _____ Email _____

Payment Method Invoice Me Mailing Check *Credit Card *Processing Fee 3.20% + \$1.00

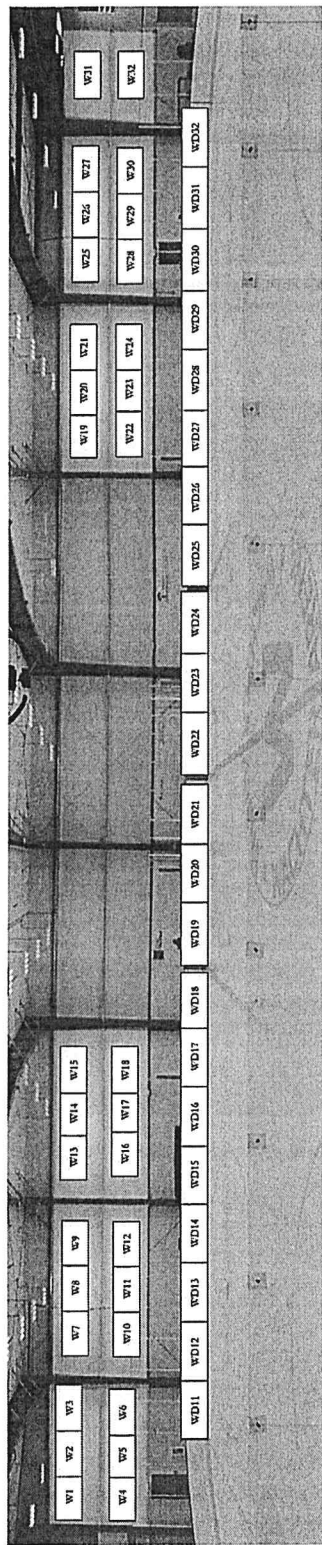
For BHB/BFSC Administration Use Only

Agreed to by BHB ED _____ Date _____

Agreed to by BFSC President _____ Date _____

Payment Received: _____ Contract Start: _____ Contract End: _____

WACHTER RINK ADVERTISING



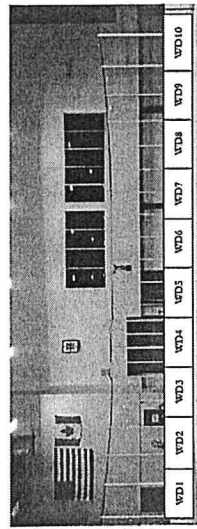
WACHTER WALL SIGNS (Dimensions: 8' x 4')

W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30	W31	
OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN

WACHTER DASHBOARDS (Dimensions: 8' x 33')

WD1	WD2	WD3	WD4	WD5	WD6	WD7	WD8	WD9	WD10	WD11	WD12	WD13	WD14	WD15	WD16	WD17	WD18	WD19	WD20	WD21	WD22	WD23	WD24	WD25	WD26	WD27	WD28	WD29	WD30	WD31
Edge Feed	Edge Overlay	Self Handle	Prints Check	Clear Oil Co.	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle	Emergency Normal Handle

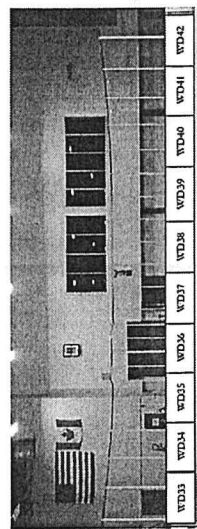
WACHTER DASHBOARDS - SOUTH END



WACHTER DASHBOARDS - SOUTH END (Dimensions: 8' x 33')

WD1	WD2	WD3	WD4	WD5	WD6	WD7	WD8	WD9	WD10	WD11	WD12	WD13	WD14	WD15	WD16	WD17	WD18	WD19	WD20
OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN

WACHTER DASHBOARDS - NORTH END



WACHTER DASHBOARDS - NORTH END (Dimensions: 8' x 33')

WD32	WD33	WD34	WD35	WD36	WD37	WD38	WD39	WD40	WD41	WD42	WD43	WD44	WD45	WD46	WD47	WD48	WD49	WD50	WD51
OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN

