

April 10, 2026

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

FROM: Kevin Klipfel, Executive Director 

SUBJECT: April 16, 2026 Park Board Meeting Packet and Overview

Commissioners:

Enclosed you will find the packet of information and overview for the Park Board meeting on April 16, 2026 at 5:15 pm at the Tom Baker Meeting Room at 221 North 5th Street, Bismarck, ND 58501. The agenda is as follows:

- Item 1.** Call Meeting to Order and Roll Call
- Item 2.** Pledge of Allegiance
- Item 3.** Approve Agenda
- Item 4.** Jeff Fastnacht – BPS Bond Referendum
Bismarck Public Schools Board of Education approved a \$127 million bond referendum to address facility needs identified through the district's Long-Range Facilities Plan. The measure will be presented to voters on the ballot during the primary election on June 9, 2026. Dr. Fastnacht will present information on the upcoming referendum and its impact for Bismarck Park and Recreation District.
- Item 5.** 100th Anniversary Logo
Bismarck Parks and Recreation District partnered with Bismarck Public Schools and Tim Meyer's Graphic Design class to develop logo concepts for BPRD's upcoming 100th anniversary in 2027. RaNae Jochim, Recreation Manager will walk through the creative process and unveil the final logo designs, introducing the talented students behind them.
- Item 6.** Featured Partners and Programs
- Keep Bismarck Beautiful – Carl Jackson from the Bismarck Rotary Club will appear before the Board regarding this event.
 - Bismarck Youth Baseball – Eric Bartsch, president of Bismarck Youth Baseball, will appear before the Board.

A nationally accredited park and recreation agency.

- Item 7.** Disposition of Bids
- Capital Ice Complex Refrigeration Project – Jeff Ubl with Ubl Design Group will review the bid information.
 - VFW Sports Center and Tom O’Leary Golf Course Concessions – Facilities and Programs Director Mike Wald will review the bid and recommend approval of the bid and the associated agreement.
- Item 8.** Appoint Board Member to Recreation Center Feasibility Study Selection Committee
- City of Bismarck and Park District leadership have agreed to work cooperatively to facilitate a request for proposals with the intention of identifying the needs, feasibility, and support structure to pursue a community recreation facility. As part of the selection process, we would like to create a committee to review the proposals, with representatives from the City and the Park District. We would like to have a commissioner and two staff members from each entity that would review and score the proposals and if necessary, conduct interviews to pick the best proposal.
- Item 9.** Consideration of 2027-2029 Strategic Plan
- Enclosed in the packet is the proposed strategic plan for Board consideration. Community Relations Manager Dana Schaar Jahner will review this document and recommend approval.
- Item 10.** Initial Resolution for General Obligation Park Facilities Bonds
- Please refer to the memo provided by Finance Director Kathy Feist and the motions needed should the Board decide to move forward.
- Item 11.** Consent Agenda
- A variety of items have been placed in a consent agenda. A consent agenda can be approved with one motion or an item or items can be removed for additional discussion and separate action. Staff recommends approval of the following items:
- Consideration of March 19, 2026 Board Meeting Minutes – The minutes are provided for your consideration.
 - Request to Dispose of Surplus Equipment – Please see the memo provided by Operations Director David Mayer.
- Item 12.** Approval of Bills
- Item 13.** Consideration of Executive Director Finalists

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.

Special Park Board Meeting: April 23, 2026 at 4:30 pm at the Park District Administrative Office

A tour of Park District facilities and parks will be held April 29, 2026 starting at 4:00 pm from the Park District Administrative Office.

Next Regular Board Meeting: May 21, 2026 at 5:15 pm in the Tom Baker Meeting Room

April 7, 2026

Bismarck Park Board Commissioners
Mr. Kevin Klipfel, Executive Director
Bismarck Parks and Recreation District
400 East Front Avenue
Bismarck, ND 58504

RE: Bid Recommendation:

CIC: Schaumberg Arena Refrigeration Replacement Via: E-mail only.

Dear Bismarck Park Board Commissioners and Mr. Klipfel,

On Tuesday, April 7 2026, at 11:00am the Bismarck Parks and Recreation District called for bids for the above-mentioned project.

At the time and place designated, the Bismarck Parks and Recreation District received one bid. Following a complete review of the submitted bids and bid procedures, I am recommending the Park Board commissioners consider accepting the bid from CIMCO Refrigeration Inc. for \$2,449,000.00.

If you have any questions regarding this bid process, please call me at 701-426-2544.

Best Regards,


Jeffrey J. Ubl
President

Enc

Let's Play!

DATE: April 7, 2026

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

FROM: Mike Wald, Facilities and Programs Director 

RE: VFW Sports Center and Tom O'Leary Golf Course Concession Bids

We received one bid for the VFW Sports Center and Tom O'Leary Golf Course concessions operation. The term of the agreement is from September 1, 2026-August 31, 2030 with options for renewal. The minimum bid amounts were the flat rent of \$67,940 over that time period with a minimum bid of 15% of food and beverages sales after state and local taxes.

BSG Food Service submitted a bid of \$125,000 in rent with 18% of food and beverages sales after state and local taxes. Staff recommends the Board accept the bid provided by BSG Food Service along with the proposed agreement which is included in the packet. If you have any questions, please feel free to contact me.

**Concession Stand Operating Agreement for
VFW Sports Center
And
Tom O’Leary Golf Course (Proper)**

1. **Parties:** The parties to the agreement are the Park District of the city of Bismarck, North Dakota, 400 East Front Avenue, Bismarck, ND 58504 (herein after the Park District) and BSG Food Service (herein after Concessionaire).

2. **Purpose of this Agreement:** This agreement will establish basic guidelines for the food and beverage service and concession operations in the VFW Sports Center, 1200 North Washington Street and on the Tom O’Leary Golf Course, 1200 North Washington Street, Bismarck, ND. Concessionaire will manage and provide the concession stands in said arenas and on golf course in cooperation with any operating concession soft drink supply agreement held by the Park District. The concessions area at the VFW Sports Center excludes the Capital Curling Club.

3. **Terms of Agreement:** The concession agreement begins September 1, 2026 and concludes August 31, 2030 with an option to extend the agreement for two additional four year periods (September 1, 2030-August 31, 2034 and September 1, 2034-August 31, 2038).

The request to extend the agreement must be made in writing to the Park District’s Facilities and Programs Director no later than October 1, 2029 and October 1, 2033 for Board action to follow at a later date.

The monthly rent and percentage of food and beverage sales after sales tax will be re-negotiated after receiving the extension requests in 2029 and 2033.

The Park District or the Concessionaire may terminate this agreement with a 90-day written notice by either party.

4. **General Hours and Days of Operation:**
Tom O’Leary Golf Course: Hours will be set by mutual agreement with golf course management for general activity and special event coverage.

VFW Sports Center: Hours will be set by arena management for all games, in-house games, and special events.

The concession schedule may change due to the arena/golf schedule. The VFW Sports Center concession stands must be open and ready to operate a minimum of 45 minutes before starting time of tournaments, High School Games, Junior Varsity Games, Youth Hockey Games, Junior A Hockey games, or other major special events such as Figure Skating Club Testing and Spring Show. The Facilities Manager and Golf Operations Manager will provide monthly arena and golf schedules as well as weekly updates to the Concessionaire manager.

5. No glass distribution of any product is allowed at any time in or on any Park District property.
6. **Alcoholic Beverages-VFW Sports Center:** Beer, box wine, and ready-to-drink (RTD) alcoholic beverages (pre-mixed single-serve alcoholic beverage) sold in plastic cans or bottles, aluminum cans or bottles only may be sold by Concessionaire for home Junior A hockey games from one (1) hour before the scheduled start of each hockey game and only until 10 minutes remaining in the third period. No sales are allowed for any youth or high school activities. Sales for other special events in the VFW Sports Center are by approval of the Park District only. Product(s) advertising will be allowed for Junior A hockey games or approved special events and must be removed for all other events and activities.

Security is required any time alcoholic beverages are being sold for Junior A hockey games and other events approved by the District. It is required that two (2) uniformed Bismarck City police be on duty. Security may be the same as game security providing Concessionaire is operating both the team and concessions.

Alcoholic Beverages-Tom O'Leary Golf Course: Beer, box wine, and ready-to-drink (RTD) alcoholic beverages (pre-mixed single-serve alcoholic beverage) sold in plastic cans or bottles, aluminum cans or bottles only may be sold by Concessionaire on the Tom O'Leary Golf Course.

7. **Vending Machines:** All vending machines will remain under the control of the Park District in the VFW Sports Center and at Tom O'Leary Golf Course.
8. **Exclusive Provider:** The Park District has a contract with a vendor to provide supplies of soda, juice, and water products in Park District facilities. Concessionaire must comply with the Park District's soft drink supply agreement and purchase beverages through the exclusive vendor.
9. **Concession Golf Cart:** The Park District will provide up to two golf concession cart(s) with coolers for sale of concessions on the Tom O'Leary Golf Course. The Park District will provide maintenance and fuel. Any damage caused by the Concessionaire's staff will be the responsibility of the Concessionaire.
10. **Concession Fee:** Concessionaire shall pay the Park District the following monthly rent in addition to 18% for sales on food and beverages (excluding alcoholic beverages) that are sold in the VFW Sports Center, on Tom O'Leary Golf Course, and catering, in or on said facilities:

**VFW Sports Center and Tom O'Leary Golf Course Monthly Payments
September 1, 2026-August 31, 2030**

Month	2026	2027	2028	2029	2030
January		3,400	3,500	3,600	3,700
February		3,400	3,500	3,600	3,700
March		3,400	3,500	3,600	3,700
April		1,400	1,500	1,600	1,600
May		1,400	1,500	1,600	1,600
June		2,400	2,500	2,600	2,700
July		2,400	2,500	2,600	2,700
August		2,400	2,500	2,600	2,700
September	1,400	1,400	1,500	1,600	
October	1,400	1,400	1,500	1,600	
November	3,400	3,400	3,500	3,600	
December	3,400	3,400	3,500	3,600	

11. **Payment Schedule:** The concession payment is payable to the Park 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, by location.

Concessionaire shall be invoiced monthly, and payment is due within 30 days of invoice date. A processing fee (currently 3.3075%, subject to change) will be added to any payments made with a credit card. Processing fees can be avoided by making payment by cash or paper check.

Payment Election: Initial option below that will be applicable to the term of this agreement.

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

12. **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.

13. **Concession Stand:** Concessionaire will have use of the permanent concession stands (two) in the main lobbies of the VFW Sports Center and use of a portable stand in the lower level during major events in the VFW Sports Center. Concessionaire will have available cooler location in the VFW Sports Center concession stand to service Tom O’Leary concessions with mobile cart concession units. The concessions areas at the VFW Sports Center excludes the Capital Curling Club.
14. **Concession Operation:** Concessionaire is responsible for the total operation of the concession stand 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.
15. **Other Concession Operations:** User groups must receive written approval of the Park District to sell novelty items and specialty non-food items during special events and tournaments. Concessionaire will be notified of such activities when they occur.
16. **Facility Maintenance:** The Park District will be responsible for maintenance of said arenas and golf course, including repairs and improvements unless cost sharing of improvements is agreed to. Concessionaire will remove garbage in the concession stands, take it to the outside dumpsters, and assist with general clean up of lobby and any other sales areas.
17. **Keys:** Concessionaire will be given two keys to the concession stands. Concessionaire is responsible for keeping concession stands locked when not in use and for all deliveries to the stand(s).
18. **Permits/Licenses:** Concessionaire shall secure the proper permits and licenses from local and state government to operate concession stands that sell food, soft drinks, beer and wine, and provide copies to the Park District at contract signing and annually thereafter.
19. **Real Estate Taxes:** Concessionaire will be responsible to the City of Bismarck for real estate taxes on the property during the term of the agreement. The City Assessing Department will determine the tax.
20. **Comprehensive General Liability Insurance:** Concessionaire, at its own expense, shall secure and keep in force a comprehensive general liability insurance policy in the amount of \$1,000,000 per person and \$2,000,000 per occurrence and name the Park District as an additional insured. The policy shall contain product liability. The policy shall require the insurance company to notify the Park District in writing prior to any cancellations. Concessionaire shall annually provide the Park District with a certificate of insurance.
21. **Building Insurance:** The Park District will insure the buildings and contents owned by the Park District.

22. **Liquor Liability:** Concessionaire shall maintain in force liquor liability (dram shop) insurance with an occurrence limit of not less than \$1,000,000. The Park District shall be named as an additional insured. Coverage must be evidenced by a certificate of insurance prior to the start of the contract and annually thereafter.
23. **Workforce Safety and Insurance:** The amount required by state law.
24. **Property Insurance:** Concessionaire may purchase renter's insurance for its property. Concessionaire understands that its property is not insured under any of the Park District's insurance policies.
25. **Advertising:** Concessionaire may place advertising of beer and products sold on the interior of the VFW Sports Center arena #1 during each Junior game or approved events sponsored by 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.

Concessionaire shall place no advertising on the outside of the VFW Sports Center building or allow alcoholic beverages to be removed from or consumed outside the building.

26. **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.
27. **Concession Menu:** The concession menu and pricing for all products (VFW and Tom O'Leary) must be presented to the Park District's Executive Director in writing prior to the opening of the concession stands or when pricing and menu changes are proposed. No sunflower seeds or peanuts are to be sold at the golf course or in the VFW Sports Center. The Executive Director must approve any changes to the menu or pricing in writing.
28. **Signage:** Concessionaire must provide signage at concession stand locations (permanent and portable) and on carts identifying Concessionaire as operators of the stands. Suggested language is as follows: "The concession and food service is operated under contract by BSG Food Service."
29. **Concession Equipment:** Equipment owned by the Park District will be the responsibility of the Park District for major repairs and the Concessionaire will be responsible for their equipment. The Concessionaire will be responsible for the general maintenance and cleaning of all equipment in the concession stand.
30. **Non-Discrimination Policy:** The Concessionaire shall not discriminate against any applicant for employment, employee, or patron of the premises because of

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.

31. **Indemnification and Hold Harmless:** Concessionaire agrees that it will fully indemnify and hold harmless the Park 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 operation at the facilities. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold the Park 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 operation at the facilities. It is expressly understood that Concessionaire shall be responsible for full indemnification to the Park District and will hold the Park District harmless from any and all such claims.

32. **Ordinances and Rules:** The Concessionaire shall comply will all ordinances and rules enacted by the Park District (see Exhibit A for ordinances), the city of Bismarck and state of North Dakota concerning the concessions operation.

33. **Improvements:** Concessionaire agrees to provide, at its own cost, all improvements to the 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 receive prior written approval of the Park District.

Title to all non-removable improvements or fixtures shall vest in the Park District upon completion of the improvements; however, Concessionaire shall maintain, repair, and provide insurance on all improvements throughout the term of this agreement.

34. **Assignment/Transferability:** Concessionaire shall not assign, encumber, or transfer any interest held by the Park 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, without first obtaining Board of Park Commissioners' consent. Any assignment, sale, encumbrance, transfer, or sublease without Park District consent shall be void and shall constitute default of this agreement. No consent to any assignment, sale, encumbrance, transfer, or sublease shall constitute a further waiver of the provisions of the paragraph. The Park District's approval shall not be unreasonably withheld.

35. **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 Park District.
 - g). Failure to maintain all required licenses and permits.
36. **Remedies:** In the event of default, the Park 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 Park District so elects in the notice. In the event Concessionaire does not cure the said default within the allowed ten-day period, the Park 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 Park District can continue this agreement in full force and effect, and the agreement will continue in effect as long as the Park District does not specifically elect in writing to terminate this agreement on account of Concessionaire's default.
 - b.) The Park District can terminate Concessionaire's right to possession of the premises at any time. No act by the Park District other than giving notice to Concessionaire shall terminate this agreement.
 - c.) The Park District, at any time after Concessionaire commits default, can cure the default at Concessionaire's cost. If the Park 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 Park District shall be immediately due from Concessionaire to the Park 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 Park District until the Park District is reimbursed by Concessionaire. The sum together with interest on it shall be additional rent.
 - d.) In the event of default the Park District shall be entitled to recover for all amounts, including attorney's fees expended by the Park District on account of such default.
37. **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 party 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 in writing.

38. **Property Damage:** Concessionaire agrees to pay, in addition to concessions fees, any costs for damages sustained to the facility, golf course, or golf cars by staff, players or associated staff that is out of the ordinary normal activity of Concessionaire and related activities.
39. **Waiver of Covenants:** No delay or omission in the exercise of any right or remedy of the Park 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 Park District to Concessionaire shall constitute acceptance of the surrender of the premises and accomplish a termination of the agreement.

The Park District's consent to or approval of any act by Concessionaire requiring the Park District's consent or approval shall not be deemed to waive or render unnecessary the Park District's consent to or approval or any subsequent act by Concessionaire.

Any waiver by the Park 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.

40. **Relationship of the Park District and Concessionaire:** Nothing in this agreement shall render the Park District in any way a partner, in joint ventureship or associate in any way with Concessionaire in the operation of the concessions stands or business of Concessionaire or subject the Park District to any obligation, loss, charge, or expense in connection with or arising from the operation of the premises.
41. **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.
42. **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 premises to the Park District. Any property left on the premises after the expiration or termination of the term of this agreement shall be deemed to have been abandoned and the property of the Park District.
43. **Hold Over:** All obligations and duties imposed by this agreement upon the Park District and Concessionaire shall remain the same during any period of occupancy by Concessionaire after termination of the agreement.

Date _____

By: _____

Mark Zimmerman, President
Board of Park Commissioners
400 East Front Avenue
Bismarck, ND 58504

Date _____

By: _____

Thom Brigl
BSG Food Service
1200 North Washington St.
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

BISMARCK PARKS AND RECREATION DISTRICT STRATEGIC PLAN 2027-2029

Proposed April 10, 2026

VISION

Provide the highest quality public parks, programs, facilities, and leisure services.

MISSION

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

CORE PURPOSE

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

CORE VALUES

Accountability
Collaboration
Community
Inclusion
Integrity
Professionalism

GOAL: Secure, Protect, and Use Park Land Wisely

- Objective: Strive for equitable distribution of park and trail amenities in all areas and among varied demographic groups in the community.
- Objective: Adopt sustainable land management practices that minimize environmental impacts, preserve resources, and provide education to the public.
- Objective: Continue land planning for park areas that are undeveloped or could be redeveloped.

GOAL: Provide High-Quality Recreation to Meet Diverse Community Needs

- Objective: Provide diverse recreational offerings through parks, trails, facilities, programs, and events that are accessible to people of all ages, abilities, and backgrounds.
- Objective: Maintain mechanisms for ongoing feedback and input to ensure park and recreation experiences are responsive to evolving community needs.
- Objective: Complete a feasibility study for a community recreation center.

GOAL: Engage Effectively with the Community

- Objective: Utilize all communication methods to keep the community and partners informed.
- Objective: Develop community relations initiatives that result in greater awareness of the Park District's role in healthy lifestyles, environmental stewardship, and community livability.
- Objective: Implement an interactive 100-year celebration with the community in 2027 that highlights both the Park District's legacy and its future.

GOAL: Use Resources Efficiently and Effectively

- Objective: Enhance use of existing and emerging technologies to optimize staff productivity and strengthen customer service.
- Objective: Prioritize cost-saving measures Park District-wide and evaluate avenues for new revenue streams.
- Objective: Create a top-tier workplace to attract, retain, and support quality staff with a focus on leadership development planning.



www.BisParks.org

701-222-6455

Memo

To: Park Board Commissioners and Kevin Klipfel, Executive Director
From: Kathy Feist, Finance Director *KF*
Date: April 8, 2026
Re: Initial Resolution for General Obligation Park Facilities Bonds
Approval of Consultant Agreement
Authorization to Call for Bids

Several parking lots are listed as projects for consideration in the 2026 Proposed Work Plan and Budget. The Park Board authorized staff to apply for an Infrastructure loan through the Bank of North Dakota (BND) to fund several parking lot improvement projects included on the list. BND received more applications than available funds and the Park District's projects were not selected for funding.

Since there is still a need to rehabilitate and expand these parking lots, other sources of funding were analyzed. Based on estimated project costs, borrowing rates, and current outstanding debt, it has been determined that the Park District has the capacity to fund up to a \$6 million project without increasing the mills levied.

The following capital improvements have been identified as projects to be funded by the sale of General Obligation Bonds late 2026 or early 2027:

- a. Clem Kelley Complex – west parking lot
- b. Clem Kelley Complex – east parking lot
- c. Dakota Zoo/Sertoma Park-shelter #8 – parking lot expansion
- d. Pioneer Park – parking lot
- e. VFW Sport Center -- parking lot
- f. Municipal Country Club – east parking lot
- g. Municipal Country Club – west parking lot
- h. Frances Leach High Prairie Arts & Science Center – parking lot
- i. Sons of Norway Park – replace asphalt parking lot with concrete
- j. Century Avenue Bridge – parking lot

Approving the Initial Resolution for General Obligation Park Facilities Bonds is the first step in issuing General Obligation Bonds. This resolution sets a maximum issue amount. If approved, this resolution would be published and a 60-day protest period would begin that allows any owner of taxable property within the Park District to file a protest. If insufficient protests are filed, the Park Board can award construction contracts. Additional resolutions authorizing the sale and issuing bonds would be brought to the Board for consideration at future meetings.

Requested Board action is to approve the attached Initial Resolution for General Obligation Park Facilities Bonds; approve the enclosed consultant agreement with KLJ; and call for bids for the projects listed above.

A nationally accredited park and recreation agency.

**INITIAL RESOLUTION FOR
GENERAL OBLIGATION PARK FACILITIES BONDS**

BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Bismarck, North Dakota, that it is necessary and expedient for the Park District of the City of Bismarck, North Dakota (the “Park District”) to issue its general obligation park facilities bonds as hereafter described:

1. The maximum amount of the Bonds proposed to be issued is \$6,000,000.
2. The purpose for which the Bonds are proposed to be issued is to construct park improvements including, but not limited to, Clem Kelley Complex east and west parking lots, Dakota Zoo/Sertoma Park, shelter #8 parking expansion, Pioneer Park parking lot, VFW Sport Center parking lot, Municipal Country Club east and west parking lots, Frances Leach High Prairie Arts & Science Center parking lot, Sons of Norway Park parking lot, Century Avenue Bridge parking lot, and related work and improvements.
3. The assessed valuation of all taxable property in the Park District, as defined in N.D.C.C. Section 21-03-01, is \$5,857,190,146, as last finally equalized for the year 2025.
4. The total amount of bonded indebtedness of the Park District, all issued for park facility purposes, is \$9,575,000.

BE IT FURTHER RESOLVED that the General Obligation Park Facilities Bonds shall be issued in accordance with and pursuant to the authority granted to the Park District by Section 21-03-07(11), N.D.C.C., and the Park District hereby dedicates such an amount as is necessary to provide for the payment of the principal at maturity and the interest when due on the Bonds from the tax levy authorized by Section 21-03-15, N.D.C.C., which dedication shall continue in affect and may not be discontinued by the Park District until the principal and any accrued interest on the Bonds have been paid in full or defeased in accordance with the provisions of the resolution authorizing the issuance of the Bonds.

BE IT FURTHER RESOLVED that any owner of taxable property within the Park District may, within sixty (60) days after publication of this Resolution, file with the Clerk of the Park District a protest against the adoption of this Resolution. Protests must be in writing and must describe the property that is the subject of the protest. If the Park Board finds the protests have been signed by the owners of taxable property having an assessed valuation equal to five percent (5%) or more of the assessed valuation of all taxable property within the Park District, as last finally equalized, all further proceedings under this Resolution are barred.

BE IT FURTHER RESOLVED that the Clerk is hereby authorized and directed to cause this Resolution to be published in the official newspaper of the Park District.

BE IT FURTHER RESOLVED that the Park District hereby declares its intent to be reimbursed for all or part of the expenditures made for the construction of the Project from the proceeds of tax-exempt bonds to be issued by the Park District.

Dated: April 16, 2026.

**PARK DISTRICT OF THE
CITY OF BISMARCK, NORTH DAKOTA**

Attest:

President, Board of Park Commissioners

Clerk

The governing body of the Park District acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on April 16, 2026, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____