

June 10, 2022

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

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

SUBJECT: June 16, 2022 Park Board Meeting Packet and Overview

Commissioners:

Enclosed you will find the packet of information for the Park Board meeting on June 16, 2022 at 5:15 pm at the Tom Baker Meeting room.

- Item 1.** Call Meeting to Order and Roll Call
- Item 2.** Approval of Agenda
- Item 3.** Presentation of 2021 Men's Class D Northern National Tournament Award
Mike Wolf will present this award to the Park Board.
- Item 4.** Featured Partners and Programs – July Celebration
Recreation Specialist Spencer Aune will appear before the Board as the Featured Partner and Program.
- Item 5.** Consideration of Tyler Coulee Stormwater Improvements
City Engineer Gabe Schell will provide the Park Board information about a possible Pioneer Park Embankment project.
- Item 6.** Disposition of Bids
- Hay Creek Trail Re-Bid Project – Brad Krogstad with KLJ will review the bids received.
 - Elk Ridge Fencing Repair Project – Brad Krogstad from KLJ will also review the information in your Board packet. Staff recommends rejecting the bid and re-bidding the project.
- Item 7.** Consideration of Matching Grant Applications-Round Two
Commissioner Munson will review the recommendations for round two of the Matching Grant program.

A nationally accredited park and recreation agency.

Our Vision

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

Our Mission

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

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Collaboration	Integrity
Community	Professionalism

Item 8. Consideration of Updates to the Accounting Manual
Finance Director Kathy Feist will review proposed changes to the Accounting Manual.

Item 9. Consideration of Updates of the Human Resource Policy and Procedure Handbook
Administrative Services Manager Julie Fornshell will review proposed changes to the Human Resource Policy and Procedure Handbook

Item 10. Reconsider Award for Roofing Project
Operations Director David Mayer will review the information in the Board packet.

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:

- Review and Approval of May 19, 2022 Board Meeting Minutes – The minutes are included for your consideration.
- Authorization to Submit Transportation Alternative Grant Applications – Operations Director David Mayer has provided a memo for your consideration.
- Consideration of Consultant Selection Agreement for the Hay Creek Retaining Wall Project – Please see the documentation provided in the packet.
- Consideration of Consultant Selection Agreement for Municipal Ballpark Videoboard/Scoreboard Project and Request Authorization to Call for Bids – Please see the memo and information provided by Finance Director Kathy Feist.
- Request Authorization to Call for Bids for Marian Park Project – Operations Director David Mayer has provided information in the packet.

Item 12. Approval of Bills

Item 13. Adjourn Sine Die
The final action of the current Board is to, by motion, adjourn Sine Die (or suspend the meeting) to conduct the following business.

Item 14.

Seat New Board Members

- Commissioners elect will take their places at the Board table. This swearing in will be conducted by Legal Counsel.
- The next step will be to elect a President of the Board of Park Commissioners. The election will be conducted by Legal Counsel. Upon election of the president, the new president will be seated and conduct the remainder of the agenda.
- Motion by the Board to reconvene as the Bismarck Board of Park Commissioners.

Item 15.

Board Reorganization

The remaining actions of the Board are as follows:

- Election of Vice President – Conducted by the President
- Appointment of Board Clerk. This position is currently held by the Executive Director. I am interested in continuing to serve as clerk if the Board concurs. Once the clerk is appointed, Legal Counsel will conduct an oath of office.
- Appointment of Legal Counsel.
 - It is the recommendation to reappoint the Zuger Kirmis and Smith Law Firm as legal counsel for the District.
- Assign Board members to Management Teams: Enclosed in your packet is information regarding the structure of the Park Board and management teams. This will aid in the organization of the Board into the following:
 - Administration – President
 - Operations – Two commissioners
 - Facilities and Programs – Two commissioners
- There are several other committee and liaison representations as well for Board members.
 - Bismarck Recreation Council – Park Board President
 - Community Bowl Authority – Park Board President
 - Forestry Advisory Board – One commissioner from the Operations Management Team
 - Sleepy Hollow Park Liaison Committee – One commissioner from the Operations Management Team
 - BSC Aquatic and Wellness Center Advisory Committee - One commissioner from the Facilities and Programs Management Team
 - Intergovernmental Committee – One commissioner with one alternate named

At the completion of reorganization, the meeting is adjourned.

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 21, 2022 at 5:15 pm in the Tom Baker Meeting Room

➤ June 9, 2022

Kevin Klipfel
Executive Director
Bismarck Parks and Recreation District
400 East Front Avenue
Bismarck, ND 58504

Re: Bid Opening Results; Hay Creek Trail Rehabilitation - Rebid

Dear Kevin:

Bids for the construction of the **Hay Creek Trail Rehabilitation** were due on June 8th, 2022 at 3:00 pm. The project was previously bid on April 19, 2022. The project was advertised three times in the Bismarck Tribune with the advertisement(s) running on May 17th, May 24th, and May 31st, 2022.

The bid documents included one Base Bid for an asphalt surfaced trail and one add Alternate for a concrete surfaced trail. The work consists of removing all existing asphalt and concrete pavement and replacing with either asphalt or concrete pavement, and construction of concrete park bench pads. The improvements would provide aggregate base below all pavement. This is an improvement over the current trail which has no aggregate base.

The Engineer's Opinion of Probable Construction Cost is \$299,057.52 for the Base Bid and \$373,147.82 for the Concrete Alternate which are based on bid prices received in the April 1, 2022 bid opening.

Four (4) bids were submitted, opened, and read aloud as follow:

Knife River Corporation

- Asphalt Surface \$318,217.61
- Concrete Surface \$493,777.71

Northern Improvement Company

- Asphalt Surface \$323,873.72
- Concrete Surface \$427,169.12

Capital City Construction

- Asphalt Surface No Bid
- Concrete Surface \$368,000.00

Strata Corporation

- Asphalt Surface \$523,988.50
- Concrete Surface \$505,731.75



The low bid received from Knife River Corporation is higher than the Engineer's Opinion of Probable Construction Cost but is only approximately \$9,500 more than the low bid received this past April. The final product will be better than what was originally bid in April because it's a full replacement with aggregate base installed everywhere versus a patch and overlay with aggregate base installed only in patch sections.

Pending availability of funds, we recommend a contract is awarded to Knife River Corporation for the base bid to construct an asphalt surfaced trail in the amount of \$318,217.61.

The project has a completion date of 9/30/2022.

We plan to present the results of the bid opening and summary to the Park Board at the regularly scheduled meeting on June 16th, 2022.

If you have any questions, please contact our office.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Brad Krogstad'.

Brad Krogstad, PE
Project Manager

Project #: 2204-00118
cc: file

NATIONAL PERSPECTIVE
REGIONAL EXPERTISE
TRUSTED ADVISOR

✉ June 9, 2022

Kevin Klipfel
Executive Director
Bismarck Parks and Recreation District
400 East Front Avenue
Bismarck, ND 58504

Re: Bid Opening Results; Elk Ridge Park – Pickleball Court Fence

Dear Kevin:

Bids for the construction of the **Elk Ridge Park Pickleball Court Fence** were due on June 9th, 2022 at 11:00 am. The project was advertised two times in the Bismarck Tribune with the advertisement(s) running on May 26th and June 2nd, 2022. No addenda were issued.

The bid documents included one Base Bid with no Alternates. The work consists of removing portions of the existing fence and replacing it with fencing material designed to accommodate a windscreen.

The Engineer's Opinion of Probable Construction Cost is \$98,480.00.

One bid from Dakota Fence was submitted, opened, and read aloud in the amount of \$181,790.32.

The low bid received from Dakota Fence is higher than the Engineer's Opinion of Probable Construction Cost by 54% and therefore we recommend rejecting the bids and rebidding.

We plan to present the results of the bid opening and summary to the Park Board at the regularly scheduled meeting on June 16th, 2022.

If you have any questions, please contact our office.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Brad Krogstad', is written over a light blue horizontal line.

Brad Krogstad, PE
Project Manager

Project #: 1904-01935.1
cc: file

Tabulation of Bids
Elk Ridge Park - Pickleball Court Fence
Bismarck Parks and Recreation District
6/9/2022

					Engineer's Opinion of Probable Construction Cost		Dakota Fence, Bismarck, ND Bid	
LINE NO.	SECTION	ITEM	UNIT	QNTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	00 700	CONTRACT BOND	LS	1	\$ 6,300.00	\$ 6,300.00	\$ 1,479.00	\$ 1,479.00
2.	01 7113	MOBILIZATION	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 16,938.00	\$ 16,938.00
3.	02 4110	SALVAGE & REINSTALL EX TOP, MIDDLE, & BOTTOM RAILS	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 23,525.00	\$ 23,525.00
4.	02 4110	SALVAGE LINE POSTS	EA	47	\$ 100.00	\$ 4,700.00	\$ 128.70	\$ 6,048.90
5.	02 4110	SALVAGE & REINSTALL CHAIN LINK FENCE FABRIC	LF	349	\$ 20.00	\$ 6,980.00	\$ 60.79	\$ 21,215.71
6.	32 3113	PLUMB EX GATES & HINGES	EA	5	\$ 500.00	\$ 2,500.00	\$ 225.00	\$ 1,125.00
7.	32 3113	PLUMB EX TERMINAL POSTS	EA	6	\$ 300.00	\$ 1,800.00	\$ 225.00	\$ 1,350.00
8.	32 3113	INSTALL NEW LINE POSTS	EA	102	\$ 500.00	\$ 51,000.00	\$ 993.03	\$ 101,289.06
9.	32 3113	INSTALL NEW CHAIN LINK FENCE FABRIC	LF	105	\$ 40.00	\$ 4,200.00	\$ 61.57	\$ 6,464.85
10.	32 3113	INSTALL 3/8" TRUSS RODS & TURN BUCKLES	EA	10	\$ 200.00	\$ 2,000.00	\$ 235.48	\$ 2,354.80
Total of All Bid Prices						\$ 98,480.00	\$	181,790.32

True Tabulation of Bids Prepared by:



Date: 6/9/2022



**Elk Ridge Park – Pickleball Court Fence
Bismarck Parks and Recreation District**

Bids to be Opened: June 9th, 2022 11:00 AM CT

Bidder Name	Acknowledge Addenda (None)	Contractor's License	Bid Bond	Base Bid		
Dakota Fence	NA	X	X	\$181,790.32		
Engineer's Opinion of Probable Costs				\$ 98,480.00		




Bid Letting 6/9/22 Project: <u>Elk Ridge Park – Pickleball Court Fence (1904-01935.1)</u>		
Attending	Representing	Phone/Email
Brad Krogstad	KLJ	701-355-8437 Brad.krogstad@kljeng.com
Kevin Klipfel	BPRD	701-221-6837 kklipfel@bisparks.org
Kathy Feist	BPRD	701-222-6784 kfeist@bisparks.org
David Mayer	BPRD	701-202-6253 dmayer@bisparks.org
Mike Wald	BPRD	701-222-6455 mwald@bisparks.org
Heather Kautz	Dakota Fence	701-258-9065 heather@dakotafence.com
Tory Gullickson	Dakota Fence	701-527-9095 troyg@dakotafence.com

Let's Play!

DATE: June 7, 2022

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

FROM: Mike Wald, Facilities and Programs Director 

RE: 2022 Matching Grant Program Round Two Funding Recommendations

The Matching Grant review committee consisting of Commissioners Munson, Zimmerman, Executive Director Klipfel, and I met with the four grant applicants on June 6th to review their project applications. I would like to thank Commissioners Munson, 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 four groups totaling \$18,991.00 which falls within our budget for 2022.

The Matching Grant budget for 2022 is \$100,000. A summary of applications and committee recommendations is attached along with a copy of the Matching Grant Application.

Commissioner Munson will be providing an overview of the committee recommendations for the Board's consideration.

Please contact me if you have any questions.

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Core Purpose

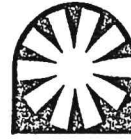
Provide affordable, accessible, and sustainable public park and recreation services.

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BISMARCK PARKS AND RECREATION DISTRICT
MATCHING GRANT APPLICATIONS
Round Two, June 2022

N o.	Applicant	Project Title	Project Description	Assistance Requested	Applicant's Contribution	Total Estimated Cost	Proposed Funding Recommended
1.	Capital Curling Club	New Scraper for Curling Club	The Curling Club's current scraper is showing signs of wear and needs regular maintenance.	\$4,231.00	\$4,447.00	\$8,678.00	\$4,231.00
2.	BisMarket	Propane Generator for Vendor Power	Portable propane generator to provide power to vendors at BisMarket events.	\$1,580.00	\$1,580.00	\$3,160.00	\$1,580.00
3.	Bismarck Mandan Lacrosse Association	Goals and Ball Replacement	A pair of tournament goals and 4 cases of replacement balls.	\$680.00	\$680.00	\$1,360.00	\$680.00
4.	Step Into The Batter's Box Campaign Committee	Walt Stack Umpire's Headquarters	Umpire Headquarters at Cottonwood Park Softball Complex for umpires to stow their gear or rest between games.	\$12,500.00	\$212,500.00	\$225,000.00	\$12,500.00
	TOTAL			\$18,991.00	\$219,207.00	\$238,198.00	\$18,991.00



BISMARCK PARKS AND
RECREATION DISTRICT
Est. 1927

www.bisparks.org

Matching Grant Application 2022

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 Park District property must follow Park District purchasing guidelines, local ordinances, and state laws. Upon completion of the projects on Park District 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 Bismarck Parks and Recreation District 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. Projects on School District property must have a three-way dollar for dollar match, with Bismarck Public Schools, School PTO and BPRD.

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 2022 are 5:00 pm on February 1 (Round 1) and June 1 (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. \$100,000 has been budgeted for 2022.

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 17th and June 16th 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.
SCHOOL PROJECT FUNDING:	Projects on School District property will be funded up to 33 1/3 percent or \$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.
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:	<p>Projects that will receive the greatest consideration are as follows:</p> <ul style="list-style-type: none">• Projects that fit into the Bismarck Parks and Recreation District'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 Bismarck Parks and Recreation District.• Projects that are on Park District 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	<p>Projects that will NOT receive consideration for funding:</p> <ul style="list-style-type: none">• 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 Park District funding will be lost.

2022 MATCHING GRANT APPLICATION

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

COMPLETE AND RETURN TO:

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

1. DATE OF APPLICATION: _____
2. APPLICANT: _____
CONTACT PERSON: _____ IF SCHOOL, PRINCIPAL'S NAME: _____
ADDRESS: _____ CITY: _____
STATE/ZIP: _____ TELEPHONE NUMBER: (H) _____ (C) _____
EMAIL ADDRESS: _____
3. PROJECT TITLE: _____
4. ESTIMATED PROJECT START DATE: _____ COMPLETION DATE: _____
5. DESCRIPTION OF PROPOSED PROJECT (INCLUDE LOCATION AND SITE MAPS WHERE APPLICABLE): _____

6. JUSTIFICATION FOR PROJECT: _____

7. ESTIMATED NUMBER OF PEOPLE BENEFITED: _____
8. ESTIMATED AGE CATEGORIES BENEFITED: _____
9. TOTAL ESTIMATED PROJECT COST (INCLUDE ANY PRICE QUOTES OR COST ESTIMATES RECEIVED): _____

10. AMOUNT OF ASSISTANCE REQUESTED: _____
11. AMOUNT OF APPLICANT'S CONTRIBUTION: _____

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

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

SIGNATURE: _____

TITLE: _____

DATE: _____

PROJECT COST ESTIMATES

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

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

APPLICATION CHECKLIST

☐ Initial project review with Facilities and Programs Director?

☐ Application completed?

☐ Project sponsor certification of funds available?

SCHOOL PROJECTS:

☐ Letter of approval from BPS Buildings and Grounds?

☐ Letter of approval from school principal?

Let's Play!

TO: Board of Park Commissioners and Kevin Klipfel, Executive Director
FROM: Kathy Feist, Finance Director *KF*
DATE: June 8, 2022
RE: Accounting Policy and Procedure Handbook Changes

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

Page 15 – Documents Requiring Signatures: Formatted the Change Order(s) section to clarify Executive Director's authority.

Page 27 – Petty Cash Disbursements to Approved Locations: Updated authorized amounts and locations.

Page 38 – Compensatory Time and Overtime: Updated Non-exempt and Exempt position due to approved reclassification of a position in 2021.

Page 42 – Full-Time Seasonal Employee Benefits Policy: Clarified that employee must average 20 hours of work per week to be eligible and added the benefit of free program and facility use to employee, spouse, and dependent children.

Page 45 – New Employee Procedures: Added Direct Deposit Authorization Form as a required document.

Page 46 – Re-Hire Procedures: Added Direct Deposit Authorization Form as a required document.

Page 50 – Independent Contractor Procedures: Updated the reference to the appropriate Internal Revenue Service 1099 Forms.

Page numbers and attachments will also be updated.

Requested Board action is to approve the proposed changes to the Accounting Policy and Procedure Handbook as reviewed and supported by the management teams.

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GENERAL OPERATING PROCEDURES

DOCUMENTS REQUIRING SIGNATURES

Payroll and Vendor Checks	Board President & Executive Director
ACH Account	Executive Director & Finance Director
Financial Commitments, Loans, Bond Papers, Etc.	Board President & Executive Director
Contracts under \$25,000	Approval of Manager, Division Director & Finance Director
Contracts between \$25,001 - \$50,000	Approval of Executive Director
Contracts over \$50,000	Approval of Board, Signature of Executive Director and/or Board President
Notice of Award/Notice to Proceed	Executive Director after Board Approval of the project
Change Order(s)	
A. Up to 10% of the awarded project Construction and consultant costs	Executive Director
B. Greater than 10% of the awarded Project construction and consultant costs	Board President and Executive Director -and present information at the next board meeting. Executive Director if the change order or combination of change order is less than 10% of the awarded project construction and consultant costs. Otherwise, Board President must approve and sign along with the Executive Director and present for information at the next board meeting.
Easements, Agreements and Other Documents	Executive Director unless financial implications over \$50,000, then after board approval.
Documents	
Agreements	
A. Agreements under \$ 7,500	Division Director or Designee
B. Agreements \$7,500 to \$50,000	Executive Director
Professional Service Contracts	
A. \$10,000 or less	Executive Director
B. Greater than \$10,000	Follow procedures on page 16

Approved 11/20/2020

GENERAL OPERATING PROCEDURES

PETTY CASH DISBURSEMENTS TO APPROVED LOCATIONS

1. Managers or designees submit a "Petty Cash Request Form" to the Finance Director two weeks in advance of the date the petty cash is needed. (Attachment 1)
2. Managers or designees will pick up the petty cash from the accounting office when it is prepared and are required to sign the "Petty Cash Release Form."
3. Upon completion of the season or event, the petty cash is returned to the accounting office. The accounting staff will verify the amount, record it as returned, and sign the "Petty Cash Release form."
4. Amounts approved for each location are as follows:

<u>Location</u>	<u>Amount</u>
Administration/Accounting	\$ 200
Administration/Recreation	\$ 100
Administration/Postage	\$ 25
BSC Aquatic & Wellness Center	\$ 400
Capital Racquet & Fitness Center	\$ 250
Clem Kelley Concessions	\$ 300
Cottonwood Park Concessions	\$ 300
Elks Pool	\$ 150
Elks Pool Concessions	\$ 150
Fore Seasons Center/Pebble Creek Golf Course	\$ 800
<u>Haaland Admissions</u>	\$ <u>350</u>
Haaland Concessions	\$ 300
Hillside Pool Admissions	300
Hillside Pool Concessions	\$ 200
McDowell Dam <u>\$300</u>	\$ 100
Municipal Ballpark Admissions	\$ 350
Riverwood Golf Course	\$ 1,500
Schaumburg Arena <u>Capital Ice Complex</u> <u>\$200</u>	\$ 50
Schaumburg Arena Concessions	\$ 150
General Sibley Park	\$ 300
Tom O'Leary Golf Course	\$ 1,000
VFW Sports Center	\$ 150
Wachter Aquatic Center	\$ 200
World War Memorial Building	\$ 50
World War Memorial Building Concessions	\$ 200

5. The Finance Director will approve all increases in petty cash. If a manager requires additional petty cash he/she must submit a written request to the Finance Director. If approved, the Finance Director will initial and date the request.
6. On site "surprise" counts of the funds will be made from time to time by a supervisor, accounting staff, or auditing firm to determine that the fund is being accounted for satisfactorily and utilized appropriately.

Approved 5/16/2019

EMPLOYEE BENEFITS

COMPENSATORY TIME AND OVERTIME

1. Full-time employees in non-exempt classifications receive compensatory time for time worked over 40 hours in a work week. Compensatory time is provided by granting eligible employees 1.5 times their actual hours worked over 40 hours in the established work week as paid time off. Compensatory time will be granted only for "actual hours worked" over 40 hours. The following will not be included when calculating compensatory time as actual hours worked.
 - Annual Leave
 - Holiday
 - Sick Leave
 - Compensatory Time
 - Education Leave
2. Positions Eligible for Compensatory Time: (Non-exempt)
McDowell Dam Supervisor (Classified non-exempt partial year and exempt remaining months)
Accountant
Operations/Custodians
Operations/Maintenance
Receptionist/Customer Service Representatives
Head Tennis Professional
~~Communications Specialist~~
Account Technician
Facility Supervisor
3. Positions Not Eligible for Compensatory Time: (Exempt)
Executive Director
Directors
Managers
Recreation/Facility Specialists
Golf Course Superintendents
Operations Superintendents
Accounting Specialist
Aquatic Specialist
Fitness/Wellness Specialist
Marketing Specialist
4. Part-time employees will be paid overtime at 1.5 times their regular rate for time worked over 40 hours in a workweek.
5. All overtime and compensatory hours must be approved in advance by the division manager or assigned supervisory staff.

Approved 5/16/2019

EMPLOYEE BENEFITS

FULL-TIME SEASONAL EMPLOYEE BENEFITS POLICY

Full-time seasonal employees must work an average of 20 hours per week to accrue annual and sick leave as per the schedule below, upon completion of each full month of service to the Park District. ~~The first and last months of employment are~~ Leave will be pro-rated accordingly.

1. Schedule of annual and sick leave:

	<u>Annual</u>	<u>Sick</u>
Years 1-3	4 hours/month	4 hours/month
Years 4-7	5 hours/month	4 hours/month
Years 8-12	6 hours/month	4 hours/month
Years 13-18	7 hours/month	4 hours/month
Years 19 +	8 hours/month	4 hours/month

2. Annual leave hours accrued to a total of over 80 hours and not used before January 1st are forfeited.
3. Sick leave hours accrued to a total of 120 hours and not used before January 1st are forfeited.
4. In order to increase the monthly annual leave hours earned in years 4 and over, employment must be on a continuous basis.
5. Upon separation, accumulated annual leave hours are paid to the employee and accumulated sick leave hours are forfeited. However, if it is anticipated that the employee will return to full-time temporary employment within three months following separation, the hours are carried forward.
6. If employee does not return to full-time temporary employment within three months of separation, the accumulated annual leave will be paid out and accumulated sick leave will be forfeited.
7. Program and Facility Use: While employed as a full-time seasonal employee, the employee, spouse and dependent children are provided free of charge access to programs and facilities offered by the Park District. Programs and facilities operated by user groups or contracted concessions are not subject to free admission.

PERSONNEL & PAYROLL

NEW EMPLOYEE PROCEDURES

1. Upon hiring, supervisors will complete a personnel action form (Attachment 4) and have the employee complete the following:
 - W-4: Employee's Withholding Allowance Certificate (Attachment 8)
 - I-9: Employment Eligibility Verification, Section 1 (Attachment 9)
 - *The supervisor examines appropriate documents pertaining to the I-9 and completes section 2.*
 - State Form: North Dakota Employment and Age Certificate – Minors (work permit) if the individual is under the age of 16 (Attachment 10)
 - Workforce Safety and Insurance Notice (Designated Medical Provider) (Attachment 11)
 - Employee Acknowledgement of Employee Handbook Training (Attachment 12)
 - Direct Deposit Authorization Form (Attachment 16)
2. Supervisors will bring completed paperwork to the accounting office.
3. If employee is full-time, Administrative Services Manager will submit personnel action to the Finance Director. The Finance Director will assist employee in completing pension and insurance forms and submit these forms along with the personnel action to the City of Bismarck Human Resource department.
4. The above procedure will be completed immediately after the employee is hired. The employee will not be paid without the required paperwork.
5. Accounting staff will review completed personnel information for all employees, sign the personnel action form (except for full-time employees, which are signed by the Executive Director), enter information into the payroll system, and start a personnel file.
6. Accounting staff will report all new hires during the current pay period to the North Dakota Department of Human Services as required by state law.

Approved 5/16/2019

PERSONNEL & PAYROLL

RE-HIRE PROCEDURES

1. Upon re-hiring:

A. If less than 6 months have elapsed since separation, supervisor will complete a personnel action form (Attachment 4) and have the employee complete the following:

- W-4: Employee's Withholding Allowance Certificate (Attachment 8), if employee originally claimed exemption from withholding or if employee desires to make changes to withholding amounts
- State Form: North Dakota Employment and Age Certificate – Minors (work permit) if the individual is under the age of 16 (Attachment 10)
- Direct Deposit Authorization Form (Attachment 16)

B. If more than 6 months have elapsed since separation, supervisors will complete a personnel action form (Attachment 4) and have the employee complete the following:

- W-4: Employee's Withholding Allowance Certificate (Attachment 8)
- I-9: Employment Eligibility Verification, Section 1 (Attachment 9)
The supervisor examines appropriate documents pertaining to the I-9 and completes section 2.
- State Form: North Dakota Employment and Age Certificate – Minors (work permit) if the individual is under the age of 16 (Attachment 10)
- Workforce Safety and Insurance Notice (Designated Medical Provider) (Attachment 11)
- Employee Acknowledgement of Employee Handbook Training (Attachment 12)
- Direct Deposit Authorization Form (Attachment 16)

2. Supervisor will bring completed paperwork to the accounting office.

3. The above procedure will be completed immediately after the employee is hired. The employee will not be paid without the required paperwork.

4. Accounting staff will review completed personnel information, sign the personnel action form, input into the payroll system, and start a personnel file.

5. Accounting staff will report all re-hires during the current pay period to the North Dakota Department of Human Services as required by state law.

Approved 5/16/2019

INDEPENDENT CONTRACTORS

INDEPENDENT CONTRACTOR PROCEDURES

Independent contractors paid by the Park District are vendors providing a service. Payroll taxes are not withheld from their payments and they are not eligible for employee benefits. ~~1099-MISC~~ The appropriate Internal Revenue Service 1099 Forms ~~MISC forms~~ are mailed to unincorporated independent contractors whose total payments from the Park District for the calendar year are \$600 or more.

Vendors Providing a Service

1. Vendors paid as independent contractors are generally sole proprietors (individuals) and partnerships.
2. All new vendors will complete a W-9 form (Attachment 14).
3. Vendors submit an invoice to the Park District for payment. They will be paid according to their contract and will be included in regularly scheduled accounts payable processing.

Let's Play!

June 6, 2022

TO: Commissions Gilbertson, Jordan, Munson, Zimmerman and President Jeske
Kevin Klipfel, Executive Director

FROM: Julie Fornshell, Administrative Services Manager *JF*

RE: Proposed Changes to the Human Resource Policy and Procedure Handbook

Commissioners and Executive Director Klipfel:

The Human Resource Policy and Procedure Handbook has been reviewed by Executive Director Kevin Klipfel, Legal Counsel Connie Hofland and Executive Team members. In addition to the changes on the attached pages, other proposed changes include:

- Page 1: Update the Board approval date if changes are approved.
- Page 18: Updating any changes to full-time seasonal employee benefits if approved in the Accounting Manual.
- Pages 45: Correct numbering.
- Page 52: Specify that the Park District conducts pre-employment drug and alcohol screenings on full-time employees.
- Pages 54, 55, 57 and 58: Change terminology from probation to improvement plan to fit our current practices.
- Page 57: Correct numbering.
- Page 60: Update to current practices.
- Updating the following attachments to reflect current documents:
 - Attachment C – Current organizational chart
 - Attachment J – Current W-4
 - Attachment K- Updated personnel action
 - Attachment L – Current full-time evaluation

Please let me know if you have any questions or concerns.

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Our Vision

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

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Collaboration	Integrity
Community	Professionalism

This Human Resource Policy and Procedure Handbook was approved September 13, 2007 with revisions approved November 18, 2010, November 17, 2011, April 19, 2012, January 17, 2013, September 10, 2015, June 16, 2016, November 16, 2017, May 18, 2019, and November 19, 2020 and xxx by the Bismarck Parks and Recreation District Board of Park Commissioners and supersedes, overrides and nullifies all previous versions of the handbook.

This handbook is not intended to create a contract between the District and its employees or to change the status of employees from employment at will. The policies and procedures described in this handbook are not conditions of employment and do not create a contract between the District and its employees. The District and its employees have an employment relationship which is known as “employment at will.” This means that either the District or an individual employee has the right to terminate the employment relationship at any time, for any reason, or for no reason at all, with or without advance notice.

CONFLICT OF INTEREST POLICY

A fundamental principle of ethics is that any person acting or assigned as an agent who exercises discretionary authority on behalf of the District may not use this authority for personal benefit or for the benefit of the party involved.

It is therefore the policy of the District that all employees of the District shall have a duty to be free from the influence of any conflicting interest when they act on behalf of the District or represent the District. They are expected to deal with suppliers, customers, contractors, and others having dealings with the District on the sole basis of that which is in the best interest of the District without favor or preference based on personal considerations.

The following shall be the policy of the District:

1. Any employee of the District may hold another job or position provided such job is not a conflict with duties assigned to the employee's position, does not hinder performance of the employee's duties, and the full-time/full-time seasonal employee uses annual leave time for absences during normal duty hours.
2. No employee shall accept from any person, directly or indirectly, whether by himself or herself or through his or her spouse or a member of his or her family or through any partner or business or professional associate, any gift, favor, service, employment or offer of employment, or any other thing of value which he or she knows or has reason to believe is made or offered to him or her with the intent to influence him or her in the performance of his or her duties of the District.
3. No employee shall accept or direct payment to himself or herself in the conduct of District business; or serve on a board or be in an advisory capacity in the development of or promotion of like products, facilities or services in competition with the District; or criticize the products, facilities or services of the District while employed by or speaking on behalf of the District.
- | 43. An employee shall disqualify themselves from participating in any official act of the District directly affecting a business in which the employee has a significant financial interest.
- | 54. The Board of Park Commissioners delegates the authority to the Executive Director of Bismarck Parks and Recreation District to make determinations under this policy and to administer sanctions, including warning, reprimand, censure, and dismissal. The Executive Director shall advise the Board of Park Commissioners of any actions taken.

Updated November 2020

BACKGROUND CHECKS

It is the policy of the District to request authorization for background checks (SEE ATTACHMENT H) from job applicants as appropriate for the particular employment position, including drug and alcohol screenings for new full-time employees. The purpose of this background check procedure is to preserve the safety and well-being of all those who participate in District activities and to verify information provided by the applicant on the job application. The background checks will be utilized and disclosed in accordance with Fair Credit Reporting Act, North Dakota Human Rights Act and federal Equal Employment Opportunity laws.

Background checks will be conducted on all applicants being added to payroll as well as volunteers (volunteer youth coaches, Player Assistants, etc.). Applicants for employment will be required to sign a written authorization form allowing the District to order a background check of the applicant prior to the start of employment. The applicant's employment, if started before the background check is completed, is conditional on the results of the background check.

The District will administer the process of requesting and reviewing background checks. The District will protect the confidentiality of any confidential information received as a result of the background check.

EMPLOYEE EVALUATIONS

Full-Time Employees

1. An annual evaluation will be performed to determine if an employee, on his/her own merit, meets a minimum objective standard of a specified classification. The evaluation will be used in determining promotions, transfers, improvement plans ~~probation~~, demotions, terminations, salary adjustments and rehiring. An unsatisfactory rating may lead to an improvement plan ~~probation~~, demotion or discharge.
2. Evaluations are completed by the manager, as well as a self-evaluation completed by the employee. The manager will review the evaluation with the employee. The manager may include other supervisory staff in the evaluation. (SEE ATTACHMENT L)
3. The employee shall sign the evaluation form, indicating he/she has reviewed the evaluation and has had an opportunity to discuss it with his or her supervisor and provide comment. The evaluation will be signed by the Division Manager.
4. The evaluation will be reviewed and signed by the Division Director and Executive Director.
5. The evaluation will be placed in the employee's personnel file. The employee will be provided a copy.
6. Although the evaluation process begins earlier in the year, the evaluation does not become final and is subject to revision or addition until the end of the calendar year.
7. The evaluation process set forth above applies to employees below the level of manager. Managers shall be evaluated annually by their respective Directors. The Directors shall be evaluated annually by the Executive Director. The Community Relations Manager and Administrative Services Manager shall be evaluated by the Executive Director. The Executive Director shall be evaluated annually by the Board of Park Commissioners.

Full-Time Seasonal, Part-Time and Volunteer Evaluations

1. Evaluations should be conducted by the supervisor for each full-time seasonal employee, part-time employee or volunteer prior to the conclusion of each season or prior to an employee's termination date, utilizing the appropriate form (ATTACHMENT M for full-time seasonal or part-time employees and ATTACHMENT O for volunteers).

DISCIPLINARY ACTION

Any District employee may be subject to disciplinary action (warning, improvement plan, ~~probation~~, suspension, demotion, or dismissal) by his or her appointing authority, in the discretion of the Executive Director. ("Appointing authority" includes Supervisor, Division Manager, Directors, or Executive Director).

The following are some, but not all, guidelines that may be relied on by the District. The list is not intended to be all-inclusive or to change the status of District employees from employment at will. Employees are not guaranteed that they will receive any warnings or progressive discipline prior to termination for offenses deemed serious by management. The following are activities which may result in disciplinary action:

1. Drinking alcohol or using illegal drugs on the job, or arriving on the job under the influence of alcohol or illegal drugs.
2. Failure to follow orders from one's superior or division head.
3. Inability to get along with fellow employees, which hinders work being done.
4. Absence from work without permission or failure to report to the supervisor or division head when one is absent.
5. Habitual absence or tardiness.
6. Failure to perform assigned work in an efficient manner.
7. Waste of District material, property or time.
8. Neglect of duty.
9. Conviction of felony.
10. Conviction of felony/misdemeanor involving moral character.
11. Failure to obey the laws of the City of Bismarck, the State of North Dakota, and the United States.
12. Offensive conduct in public, toward the public, or toward other employees.
13. Incompetence.
14. Careless or negligent use of District equipment.
15. Insubordination.

DISCIPLINARY ACTION POLICY

This disciplinary action policy is not intended to change the at will nature of the employment relationship.

WARNING, IMPROVEMENT PLAN, PROBATION, SUSPENSION, DEMOTION AND DISMISSAL

1. Any employee in the District may be warned, put on an improvement plan, ~~probation~~, suspended, demoted or dismissed by the appointing authority with the approval of the Executive Director. No disciplinary action shall be taken by reason of race, color, religion, sex, national origin, age, status with regard to marriage or public assistance, participation in lawful activity off the employer's premises during nonworking hours, or solely on the basis of handicap or political affiliations or opinions.
2. A written notice of the warning, improvement plan, ~~probation~~, suspension, demotion or dismissal with beginning and ending effective dates may be given to such employee or by registered letter mailed to his/her last known place of residence. A copy of such notice of warning, improvement plan, ~~probation~~, suspension, demotion, or dismissal shall be filed in the employee's personnel file.

PROCEDURE

The following procedure is a guideline to provide the supervisor with a method to handle disciplinary action:

- ~~5.~~ 1. For infractions deemed minor by the supervisor, he/she should first discuss the matter with the employee. It is recommended that a written summary of events be placed in the personnel file and copied to the employee.
- ~~6.~~ 2. If the conduct warrants the need for disciplinary action, a supervisor may take immediate action subject to review by the Division's Director or Executive Director.
 - a. The supervisor shall prepare a written report, retain a copy of the document, and forward a copy to the Division's Director, employee and Executive Director.
 - b. The employee may utilize the Fair Treatment Grievance Procedure outlined in this manual to appeal or grieve discipline pursuant to this section.

PENALTIES

The severity and time period of the penalty(ies) shall be at the discretion of the disciplinarian.

1. **WARNING(S)**
 - a. The employee's action may warrant a verbal or written reprimand.
 - b. This action will be recorded and placed in the employee's personnel file for permanent record. (SEE ATTACHMENT P)

2. IMPROVEMENT PLAN PROBATION

- a. The employee's actions may warrant putting the employee on an improvement plan~~probation~~ for a period of time determined by the disciplinarian.
- b. This action ~~may~~will be recorded on the Personnel Action form and placed in the employee's personnel file for permanent record. (SEE ATTACHMENT K)

3. SUSPENSION

- a. An appointing authority may suspend a full-time employee up to five (5) days without any pay, without approval of the Executive Director, or up to thirty (30) days with the Executive Director's approval, without any pay.
- b. This action will be recorded on the Personnel Action form and placed in the employee's personnel file for permanent record. (SEE ATTACHMENT K)

4. DEMOTION

- a. Any appointing authority may demote a full-time employee from a position in one class to a position in a lower classification with the approval of the Executive Director.
- b. This action will be recorded on the Personnel Action form and placed in the employee's personnel file for permanent record. (SEE ATTACHMENT K)

5. DISMISSAL

- a. **Any appointing authority may dismiss any employee, at will, with the approval of the Executive Director.**
- b. Incapacity. Any appointing authority, with the Executive Director's approval, may dismiss an employee who is physically or mentally unable to perform the essential job related functions of his/her position as permitted by the Americans with Disabilities Act and state law.
- c. This action will be recorded on the Personnel Action form and placed in the employee's personnel file for permanent record. (SEE ATTACHMENT K)

RESIGNATION


1. The District requests, as a courtesy to other employees and for staffing purposes, a written resignation be given in advance of the resignation date by at least two (2) weeks. However, employment with the District is at will and may be terminated by the employee or the District at any time for any reason.
2. Employees should submit their written resignation to their immediate supervisor who will inform the Executive Director.
3. For full-time employees, a separation agreement outlining final day of work, final date of employment (if different), and final paycheck details shall be developed by the Finance Director and signed by the employee, direct supervisor and Executive Director.
4. A Personnel Action will be completed and forwarded to Bismarck City Hall. ~~Representatives from City of Bismarck Human Resources will meet with the departing employee to review insurance coverage, etc.~~



NATIONAL GOLD MEDAL WINNER
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Let's Play!

To: Commissioners Munson, Zimmerman, Gilbertson, Jordan, and President Jeske
Kevin Klipfel, Executive Director

From: David Mayer, Operations Director 

Date: June 8, 2022

Re: Bid Withdrawal on Roofing Project

Commissioners and Executive Director Klipfel:

Chris Nuss with Nuss Construction sent notification on May 27, 2022 that they would like to withdraw their bid on the Tatley Eagles Warming House roofing project. Therefore, staff is recommending withdrawing the bid from Nuss Construction and awarding the Tatley Eagles Warming House roofing project to L&L Brendel Construction. The difference between the bid amounts was a minimal \$75 increase. L&L Brendel Construction has agreed to honor their bid price of \$6,475.00 if approved by the Board.

Thank you for your consideration of this request.

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Our Mission

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

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MINUTES OF THE BOARD OF PARK COMMISSIONERS
May 19, 2022

The Board of Park Commissioners held their regular meeting on May 19, 2022 in the Tom Baker meeting room of the City/County Building. President Jeske called the meeting to order at 5:15 pm. Commissioners Gilbertson, Zimmerman, and Munson were present. Commissioner Jordan was absent.

Commissioner Gilbertson moved approval of the agenda as presented. Commissioner Munson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

Kristin Wilson from the ND Safety Council presented the Board with the Workplace Safety Milestone Award which the Park District received by being a ND Safety Council member and having a ND Workforce Safety and Insurance experience modification of 1.0 or below for five consecutive years.

Robert Massie, BisMarket Board Co-President, appeared before the Board as the Featured Partner and Program.

Mindy Piatz from Brady Martz presented the audited 2021 financial statements to the Board. Commissioner Munson moved that the Board accept the audit as presented. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

Steve Carlson from Terra Consulting Group provided information to the Board regarding a temporary AT&T facility on Park District property. Commissioner Zimmerman moved approval to have staff work with Terra Consulting Group to explore the options for this temporary facility. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson and Zimmerman. Nays: Commissioners Munson and President Jeske. The motion died.

Commissioner Gilbertson moved approval to call for the bids for the VFW Expansion Project. Commissioner Munson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

Commissioner Munson moved approval to call for bids for the pickleball fencing project at Elk Ridge Park. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

Facilities and Programs Director Mike Wald reviewed the bid received for the court resurfacing project at Capital Racquet and Fitness Center. Commissioner Munson moved to accept the low bid of \$37,561 submitted by JB Surfacers, Inc. Commissioner Gilbertson seconded the motion,

and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

The bids received for crack sealing throughout the Park District were reviewed. Commissioner Munson moved to approve the following bids which resulted in a total of \$77,322.75 to be broken out as follows:

- Strata Corporation: \$13,000
- Lots and Lines: \$18,891.75
- Dakota Concepts: \$32,044
- Couch and Sons: \$13,387

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

Operations Director David Mayer reviewed the bids received for roof replacements.

Commissioner Munson moved to approval the low bids as follows:

- L&L Brendel Construction in the amount of \$24,440 for shingle roofs at eight of the ten locations listed.
- Nuss Construction in the amount of \$6,400 for a shingle roof at one of the ten locations.

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

Commissioner Gilbertson moved to adopt the 2023-2025 strategic plan as presented.

Commissioner Munson seconded the motion, and the voting went as follows: Ayes:

Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

Commissioner Munson moved to approve the consultant selection process agreement with Apex Engineering for the Tom O'Leary Waterline Project and approved calling for bids on the project.

Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes:

Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

The Joint Powers Agreement with Bismarck Public Schools for use of buildings, facilities, and grounds owned by each of the parties was reviewed. Commissioner Munson moved to approve the agreement as presented. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Munson and President Jeske. Nays: Commissioner Zimmerman. The motion carried.

Operations Director David Mayer reviewed information relating to the Hay Creek retaining wall project. Commissioner Munson moved to authorize the Board to select a consultant for the work outlined to meet the ND Department of Transportation standards, work with the selected consultant, and plan for the necessary corrective actions. Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

Community Relations Manager Dana Schaar Jahner reviewed information regarding the price quotes received and options for the fall and winter issues of the 2022 Activity Guide.

Commissioner Zimmerman moved to print 1,000 guides for each mailing and then mail all Bismarck residents a postcard when the Activity Guide is available electronically on the Park District website or can be picked up at the office. Commissioner Munson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

President Jeske reviewed the following items on the consent agenda:

- Review and approval of April 21, 2022 Board meeting minutes.
- Request Board authorization to select a consultant for the Municipal Ballpark videoboard/scoreboard project.

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

Commissioner Gilbertson moved to approve bills for payment with checks 407425 to 407433 and 208357 to 208564 along with bank drafts DFT001104 to DFT001115, EFTs 1837 to 1878 and direct deposits 49356 to 50022. Commissioner Munson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Zimmerman, Munson and President Jeske. The nays being none, the motion carried.

The next regular Board meeting will be held June 16, 2022 at 5:15 pm in the Tom Baker Meeting Room. The meeting was adjourned at 6:25 pm.

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

FROM: David Mayer, Operations Director *DM*

DATE: June 8, 2022

RE: Request to Apply for Grants

Commissioners and Executive Director Klipfel:

Staff is proposing to submit two Transportation Alternatives grant applications to the ND DOT for fiscal year 2025.

The first proposed project is an extension of the South Washington Trail from South Meadows Park to General Sibley Park & Campground. The trail extension would be a 10' shared use asphalt trail that will begin at Meridian Drive and continue south to Sibley Park for approximately 4,568 linear feet, or .86 miles.

The second proposed project is a trail rehabilitation project of a portion of the Hay Creek Trail from Lilac to the 26th Street staircase.

The TA grant program is an 80/20 matching grant and, if a project is funded, construction would move forward in 2025. Staff requests Board authorization to submit the two TA grant applications to the Metropolitan Planning Organization and the City of Bismarck for approval. If approval is given by these organizations, then they would be forwarded to the ND DOT.

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Our Vision

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

Our Mission

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

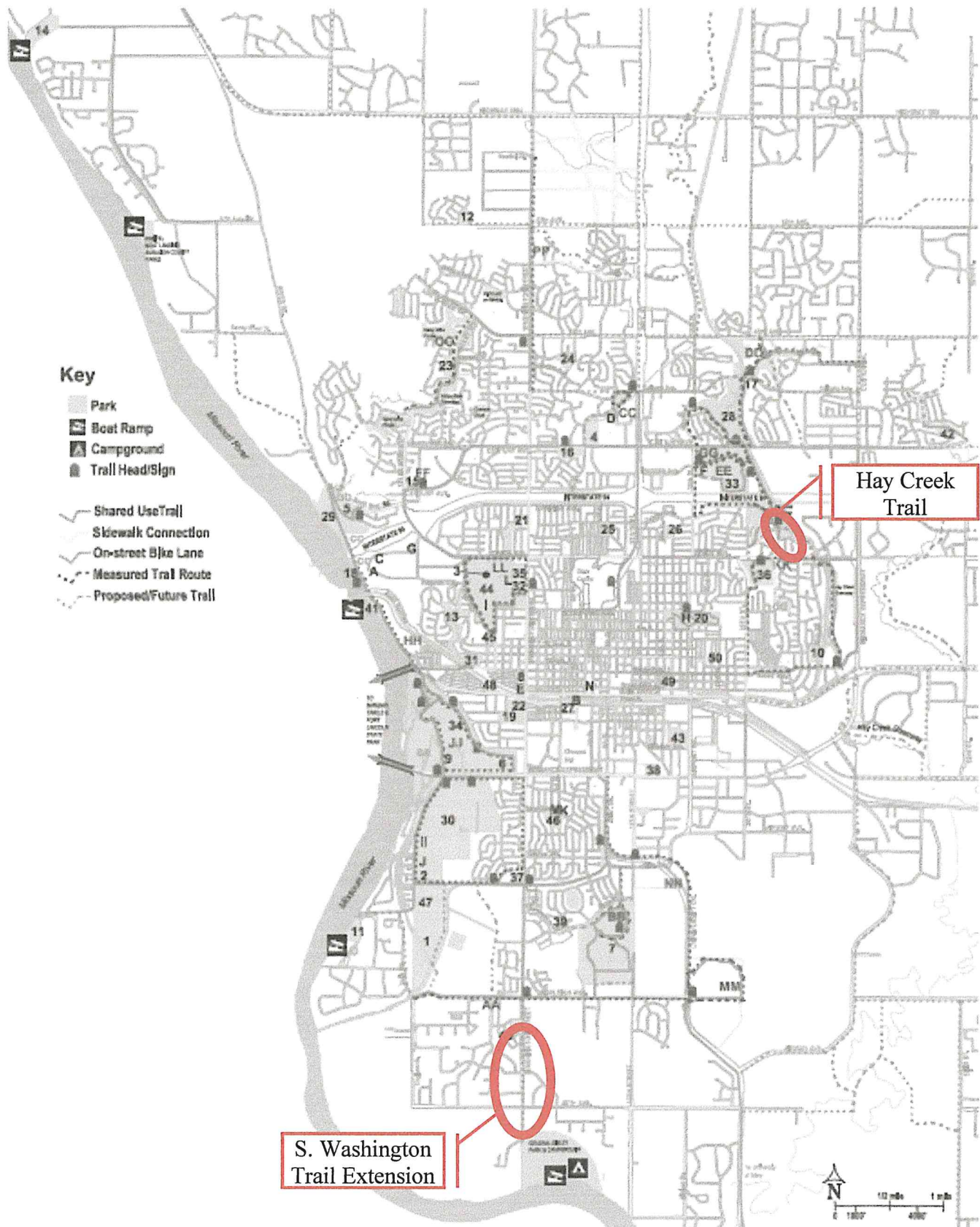
Core Purpose

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Our Values

Accountability	Diversity
Collaboration	Integrity
Community	Professionalism

Location Map



Memo

To: Park Board Commissioners and Kevin Klipfel, Executive Director
From: Kathy Feist, Finance Director *KF*
Date: June 8, 2022
Re: Consultants – Hay Creek Trail Retaining Wall and Municipal Ballpark Videoboard and Scoreboard Projects

The consultant selection committees reviewed the list of consultants approved by the board. The committees selected the following consultants:

AE2S – Hay Creek Trail Retaining Wall
EAPC – Municipal Ballpark Videoboard and Scoreboard

The professional services agreements for these projects are included in your agenda packet for review and approval.

Requested Board action is to approve the selected professional consultant as recommended by the selection committees, approve the enclosed professional services agreements with AE2S and EAPC, and call for bids for the Hay Creek Retaining Wall and Municipal Ballpark Videoboard and Scoreboard projects. The Hay Creek Retaining Wall project will be bid by the ND Department of Transportation as part of their project with the cost paid by Bismarck Parks and Recreation District.

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 16, 2022 ("Effective Date") between Bismarck Parks and Recreation District ("Owner") and Advanced Engineering and Environmental Services, LLC ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Structural Engineering services for rehabilitation and stabilization of the existing 195 foot long cast-in-place retaining wall along the Hay Creek walking path. The retaining wall, located under an I-94 overpass, is showing signs of failure. The Structural Engineered design modifications are to be provided in the form of drawings that will be constructed as part of a North Dakota Department of Transportation 2023 project. ("Project"). Engineer's services under this Agreement are generally identified as follows:

Provide Structural Engineering design support to provide a retaining wall system that is sufficiently designed to support the applied soil loading.

- Provide structural analysis for design options to stabilize or replace the existing retaining wall. The following options will be considered for the project:
 - Wall removal and replacement with new retaining wall system
 - Existing wall stabilization with specialty tie back anchors
 - Existing wall stabilization with wall and footing modifications
- Provide Structural Engineering calculations as requested by North Dakota Department of Transportation (NDDOT).
- Provide Structural Engineered documents at the Draft PSE milestone, Final PSE milestone, and Sealed Plan milestone. The following will be provided with the documents:
 - Drawings to be provided in a PDF format.
 - Drawings to follow NDDOT layout and formatting.
 - Drawings for this work to fall under NDDOT drawing section 171.
- Attend two design meetings with the North Dakota Department of Transportation (NDDOT) to cover project documents, answer NDDOT questions, and coordinate construction details. We assume meetings will be conducted at the following deliverable milestones:
 - Draft PSE level
 - Final PSE level
- Provide a pdf of engineer sealed plans at the Sealed Final Plans milestone that will be used for project bidding and construction.
- Provide project specifications as part of the project 'special provisions.
- Provide Engineer's estimate of proposed engineered modifications of retaining wall.

- Project Bidding services on a limited basis to include the following scope items:
 - Answering contractor questions.
 - Document addendums
- Coordination with consultant that is providing NDDOT portion of project.
- Geotechnical Engineering consultant coordination and recommendations report requirements.
- Owner to provide and contract directly with Geotechnical Engineering services as required for retaining wall design.
- Scope Exclusions:
 - Geotechnical Engineering
 - DGN formatted files of documents
 - Construction Administration Services
 - Land surveying (we anticipate using NDDOT provided survey data)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. All payments under this Agreement shall be in United States Dollars.
- B. *Obligation to Pay:* Owner's obligation to pay for Engineer's services under this Agreement is not contingent on Owner's ability to obtain financing, third-party payments, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which Engineer is not involved, Owner's successful completion of a project, or any other event. No retainage will be withheld.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any

way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute, after which, if such negotiations are unsuccessful, the parties may exercise their rights at law.
- J. This Agreement is to be governed by the law of the State of North Dakota, without regard to its conflicts of laws principles.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for services and reimbursable expenses shall not exceed \$29,000 without written authorization from Owner.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

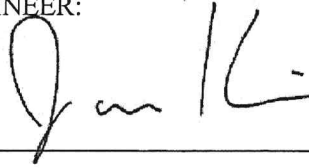
Attachments:

- Appendix 1, Engineer's Reimbursable Expense Rates & Standard Hourly Rates Schedules

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:



By: _____

By: Japer Klein, PE

Title: _____

Title: Bismarck Operations Manager

Date Signed: June 16, 2022

Date Signed: June 16, 2022

Address for giving notices:

Address for giving notices:

Advanced Engineering and Environmental Services, LLC

4050 Garden View Drive, Suite 200

Grand Forks, North Dakota 58201

Attn: General Counsel

This is **Appendix 1, Engineer's Reimbursable Expense Rates & Standard Hourly Rates Schedules**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 16, 2022.

Engineer's Reimbursable Expense Rates & Standard Hourly Rates Schedules

Reimbursable Expenses and Standard Hourly Rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	\$61.00	Land Surveyor Assistant	\$90.00
Administrative 2	\$74.00	Land Surveyor 1	\$108.00
Administrative 3	\$89.00	Land Surveyor 2	\$129.00
		Land Surveyor 3	\$145.00
Communications Specialist 1	\$98.00	Land Surveyor 4	\$160.00
Communications Specialist 2	\$113.00	Land Surveyor 5	\$177.00
Communications Specialist 3	\$131.00		
Communications Specialist 4	\$158.00	Project Coordinator 1	\$109.00
Communications Specialist 5	\$173.00	Project Coordinator 2	\$121.00
		Project Coordinator 3	\$132.00
Construction Services 1	\$118.00	Project Coordinator 4	\$148.00
Construction Services 2	\$145.00	Project Coordinator 5	\$167.00
Construction Services 3	\$160.00		
Construction Services 4	\$180.00	Project Manager 1	\$188.00
Construction Services 5	\$198.00	Project Manager 2	\$206.00
		Project Manager 3	\$223.00
Engineering Assistant 1	\$77.00		
Engineering Assistant 2	\$92.00	Sr. Designer 1	\$165.00
Engineering Assistant 3	\$116.00	Sr. Designer 2	\$183.00
Engineer 1	\$125.00	Sr. Designer 3	\$194.00
Engineer 2	\$148.00		
Engineer 3	\$177.00	Sr. Financial Analyst 1	\$194.00
Engineer 4	\$203.00	Sr. Financial Analyst 2	\$212.00
Engineer 5	\$215.00	Sr. Financial Analyst 3	\$231.00
Engineering Technician 1	\$75.00	Sr. Project Manager 1	\$235.00
Engineering Technician 2	\$96.00	Sr. Project Manager 2	\$254.00
Engineering Technician 3	\$117.00		
Engineering Technician 4	\$131.00		
Engineering Technician 5	\$149.00		

Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.85/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$250.00/hour
Outside Services	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.15
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

June 8, 2022

Kevin Klipfel, Executive Director
 Bismarck Parks and Recreation District
 400 East Front Avenue
 Bismarck, ND 58504

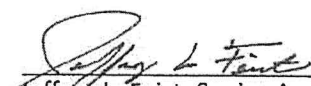
EAPC Architects Engineers proposes to provide Architectural Services for the BPRD – Municipal Ballpark Video Board/Score Board Replacement Project as follows:

Scope of Work:

- Development of drawings, specifications and coordination of the solicitation of bids for the replacement of the Video Board and Score Board at Municipal Ball Park and relocation & installation of the existing score board at Haaland Field.
- Coordination of soliciting proposals for soil borings required by Video Board Manufacturer – the cost to complete the soil borings/report shall be by BPRD
- Construction Administration will be provided to include review of shop drawings, construction review and construction observation/meetings.
- Our sub-consultants for the project will be Prairie Engineering for Electrical and CW Structural for Structural Engineering.
- Changes in scope of work added to the project beyond the scope noted above will be provided for an additional fee as mutually agreed between both parties.

Compensation shall be a fixed fee of \$48,500.00 plus reimbursable expenses.

With approval a full AIA contract will be issued based on the scope of work noted.


 Jeffery L. Feist, Senior Architect
 EAPC Architects Engineers

 Kevin Klipfel, Executive Director
 Bismarck Parks and Recreation District



NATIONAL GOLD MEDAL WINNER
**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

Let's Play!

To: Commissioners Jordan, Gilbertson, Zimmerman, Munson, and President Jeske
Kevin Klipfel, Executive Director

From: David Mayer, Operations Director *DM*

Date: June 8, 2022

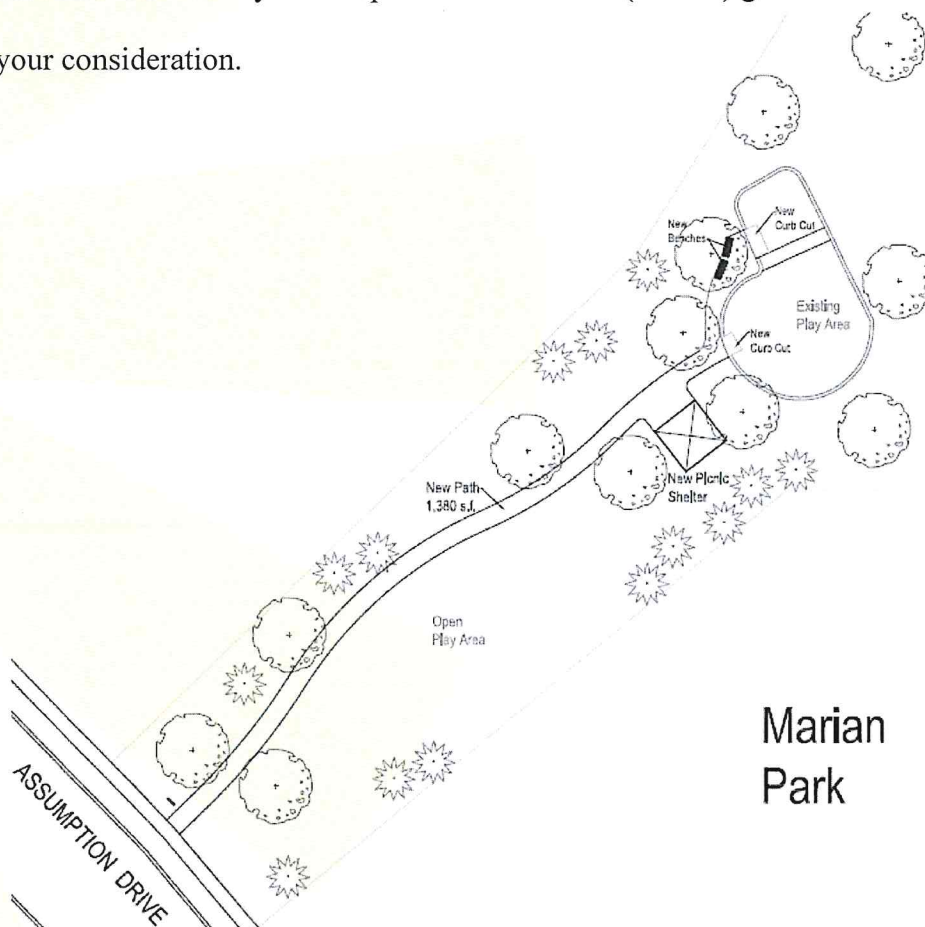
Subject: Request to Call for Bids – 2022 Marian Park Improvements

Commissioners and Executive Director Klipfel:

Please consider this request to call for bids for the following neighborhood park project:

The proposed project includes a new accessible walkway and picnic shelter at Marian Park. The funding for the project is included in the 2022 Bismarck Parks and Recreation District (BPRD) budget and BPRD has received Community Development Block Grant (CDBG) grant monies for this project.

Thank you for your consideration.



Marian
Park

A nationally accredited park and recreation agency.

Our Vision

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

Our Mission

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

Core Purpose

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

Our Values

Accountability	Diversity
Collaboration	Integrity
Community	Professionalism

Park District Management Teams

Developed July 2011

Updated June 2014, January 2017, June 2020, April 2021 and June 2022

Management Team Objectives

The purpose of Management Teams is to provide Commissioners and Park District staff a method to communicate, review, and evaluate plans, projects, facilities, and programming relating to budgets, personnel, technology, and capital improvements.

- Management teams will meet a minimum of three times per year.
- Meeting agendas and minutes will be provided to all Commissioners and appropriate Park District staff.
- The management teams also serve as a means to assign topics, issues and opportunities that come before the District for discussion, research, and recommendations.

Common Management Responsibilities to All Teams

- Budget and finance
- Risk management
- Human resources
- Planning
- Program development and management
- Community relations
- Marketing
- Technology
- Association and user group relationships
- Facility management
- Contract and agreement development and management
- Project development – capital improvements
- Annual reports
- Leases and easements

Proposed Management Teams

- Administration
- Operations
- Facilities and Programs

Facilities and Programs Management Team

Board assignment: Two Park Board Commissioners

Management Team: Executive Director Klipfel, Mike Wald, Tim Doppler, RaNae Jochim, Dylan Thiem, and Ryan Geerdes

Others may be invited as needed.

Management Team Responsibilities

Youth and adult programming	Open Gym
Special populations programming	July Celebration
Flurry Fest	Cultural events and organization
Halloween Party	Dakota West Arts Council
Wellness programs (group and individual)	Go! Bismarck Mandan
Indoor and outdoor swimming programs	Riverwood Golf Course
World War Memorial Building	Tom O'Leary Golf Course
Fore Seasons Center	Pebble Creek Golf Course
VFW Sports Center	Playground in a Box
Capital Ice Complex	FL High Prairie Arts & Science Complex
Hillside Aquatic Complex	Capital Racquet and Fitness Center
Elks Aquatic Center	BSC Aquatic and Wellness Center
Wachter Aquatic Center	

Commissioner Appointments: BSC Aquatic and Wellness Center Advisory Committee

Operations Management Team

Board assignment: Two Park Board Commissioners

Management Team: Executive Director Klipfel, David Mayer, Tony Schmitt, and Riley Merkel

Others may be invited as needed.

Management Team Responsibilities

Parks	Open space
Greenways	Land dedication and acquisition
Forestry	Natural areas
Interpretative and historical areas	Outdoor complexes and courts
Athletic fields	Parking lots
Trails (paved, off-road)	Walt Neuens Horse Arena
Playgrounds	McDowell Dam
General Sibley Park	Eagles Park
Hoge Island	River front
Archery complex	Outdoor arenas
Boat ramps	Municipal Country Club
Skating rinks	Burleigh County Parks (selected parks)
Disc golf	Missouri Valley Complex
Nishu Bowmen Archery Complex	Community Gardens

Commissioner Appointments: Forestry Advisory Board, Sleepy Hollow Liaison Committee

Staff Liaisons: Burleigh County Water Resource Board and Burleigh County Park Board

Administration Management Team

Board assignment: Board of Park Commissioners President

Management Team: Executive Director Klipfel, Kathy Feist, Dana Schaar Jahner, Julie Fornshell, David Mayer, and Mike Wald

Others may be invited as needed.

Management Team Responsibilities:

Finance and budget	Planning
Human resources	Legal
Community relations	Audit
Marketing	Intergovernmental relations
Legislation	
Park District manuals (Human Resources, Accounting, Risk Management, Comprehensive Plan, Administration Manual)	

Facility Management, Development and Maintenance – Administrative Office

Board President Responsibilities: Bismarck Recreation Council, Bismarck Community Bowl Authority

Staff Liaisons: City of Bismarck Pension Committee and Health Insurance Committee