

## **Morton County Park Board Meeting Agenda**

**December 27, 2016**

**Commission Room, Morton County Courthouse**

**210 2<sup>nd</sup> Ave NW, Mandan ND**

**4:00PM**

Call to order

Roll Call

Approval of Agenda

Approval of minutes of previous meeting

Approve monthly bills & payroll - Zachmeier

1. 2017 Agreement for the management and maintenance of Harmon Lake
2. UAV Policy
3. Park updates

MORTON COUNTY PARK BOARD MEETING

October 13, 2016

The Morton County Park Board Meeting was called to order on October 13, 2016, at 4:00 PM by Chairman Wetsch at the Morton County Courthouse, 210 Second Avenue NW, Mandan, North Dakota. Others present were Members Geiger, Graner, Goetzfried, Griffin, Zachmeier and Auditor Rhone and Park Director Nilsen. Absent was Schulz.

Griffin moved and Graner seconded to approve the agenda. All voting aye, motion carried.

Geiger moved and Goetzfried to approve the minutes of the August 23, 2016 meeting. All voting aye, motion carried.

Zachmeier moved and Graner seconded to approve the bills. All voting aye, motion carried.

Griffin moved and Geiger seconded to change the first day to make reservations from January 1<sup>st</sup> to March 15<sup>th</sup> or the next business day thereafter. All voting aye, motion carried.

Goetzfried moved and Graner seconded to adjourn at 4:29pm. All voting aye, motion carried.

**2017 AGREEMENT  
FOR THE MAINTENANCE AND MANAGEMENT  
OF HARMON LAKE RECREATIONAL AREA**

This Agreement is made as of the 1<sup>st</sup> day of January, 2017, between the Morton County Water Resource District (hereinafter “the District”), and the Morton County Board of Park Commissioners (hereinafter “Morton County Parks”).

Whereas, the District is interested in obtaining operation and management services for its Harmon Lake Recreation Area; and

Whereas, Morton County Parks is in the position to provide such operation and management;

Now, therefore, in consideration of the premises, it is agreed as follows:

1. **Scope of Services:** The District and Morton County Parks agree that Morton County Parks, as an independent contractor, shall furnish services to and for the benefit of the District by providing operation and management services for the District’s Harmon Lake Recreation Area in accordance with the terms and conditions of this agreement. Such duties, obligations and responsibilities shall include the following:
  - a. Morton County Parks shall require its staff providing services under the provisions of this agreement to comply with all policies and procedures which are developed through the joint efforts of the parties relating to the provision of operational services for the Harmon Lake Recreation Area.
  - b. Morton County Parks shall be solely responsible for the selection, retention, supervision and compensation of its employees and staff.
  - c. At its expense, Morton County Parks shall be responsible for:
    1. providing a friendly, knowledgeable and trained staff.
    2. public safety.
    3. mowing the swimming area, the roads (ditch downslope and bottom), parking, boat ramp areas and the camping areas.
    4. cleaning of bathrooms.
    5. establishing garbage systems and hauling of refuse for proper disposal.
    6. maintenance of the public beach swimming area.
    7. maintenance of docks and other facilities including permanent and temporary structures and shelters.
    8. repair, replacement or reclamation of vandalism occurring in the developed areas.

9. noxious weed control by mowing and spraying, as appropriate, only in the developed areas of the recreation area.
  10. maintenance of all equipment, machinery and tools owned by Morton County Parks.
  11. maintenance of the buildings and structures (except the District's shop building) in good repair and upkeep, to include painting and cleaning.
  12. assuring that roadway and parking lot repairs are completed.
  13. collection of all fees generated from the use of Harmon Lake Recreation Area.
  14. payment of all utility charges including electricity, water, sewer and garbage.
- d. At its expense, the District shall be responsible for:
1. control of noxious weeds in the non-developed areas of Harmon Lake Recreation Area.
  2. maintenance of all equipment, machinery and tools owned by the District.
  3. maintenance of its shop building in good repair and upkeep, to include painting and cleaning.
  4. costs for repair, operation and maintenance of the natural surface trail, known as Otter Creek Trail.
- e. Jointly the parties shall:
1. consult with the Natural Resources Conservation Service of the United States Department of Agriculture for recommendation on tree planting. Thereafter the District shall pay for obtaining and planting trees. Morton County Parks shall water and maintain planted trees, at its expense.
  2. develop an annual work plan and budget (personnel, utilities, supplies, repairs and maintenance, contract services, equipment and capital improvements).
  3. plan marketing and promotional efforts of the Harmon Lake Recreation Area and programs and public information related to management and operations of the facility;
  2. **Communication**: Morton County Parks shall designate its director or other designee as the primary contact to work with a District Board member or members as designated by the District.

3. **Funding:** Except as specified above, the District is responsible for funding all other operation, maintenance and capital improvement budgets for the Harmon Lake Recreation Area.
4. **Ownership and Custody of Property:** All property, publications, trade names, plans, logo or ideas prepared for and purchased by the District shall be the District's sole property. All property, publications, trade names, plans, logo or ideas prepared for and purchased by Morton County Parks shall be Morton County Parks' sole property.
5. **Embankment and Dam Safety:** The District will retain authority and responsibility over the dam itself, including management of water quality, water quantity and dam safety concerns.
6. **Enforcement.** It is agreed by the parties that Morton County Parks and its employees will report violations of park rules, ordinances and state laws to the Morton County Sheriff's Department and Morton County State's Attorney for prosecution.
7. **Relationship of Parties:** This agreement shall not be construed to create any form of employment relationship between the District and Morton County Parks, or any person designated by Morton County Parks under the provisions of this agreement. It is the intention of the parties hereto to maintain separate and distinct organizations, and Morton County Parks through its designated employees shall at all times be acting as an independent contractor in providing services to and for the benefit of the Harmon Lake Recreation Area. Each party shall be responsible to control and supervise all of its employees and to pay compensation to or for the employees of all wages, salaries, taxes, withholding payments, fees, as well as other benefits or compensation to any pension or retirement plans. Neither party shall claim that the other is responsible for the payment of any of the foregoing payments, withholdings, contributions, or taxes in relationship to its designated employees.
8. **Severability:** The unenforceability or invalidity of any provision of this contract shall not render any other provisions of this contract unenforceable or invalid.
9. **Governing Law:** This contract is to be governed by and construed according to the North Dakota Century Code and local and federal laws.
10. **Insurance:** The District shall maintain in full force and effect during the term of this agreement, at its sole cost and expense, general liability coverage, including liability coverage for any of its employees, contractors or subcontractors designated to provide services under the terms of this contract and shall name the Morton County Parks as an additional insured. Each party shall, at its own expense, obtain and maintain appropriate workers compensation coverage for its employees who shall provide services under this contract.
11. **Indemnification and Hold Harmless.** Each party to this agreement shall be responsible for the claims, losses, damages and expenses, which may arise out of the negligent or wrongful acts or omissions of that party or that party's agents, employees, or representatives acting in the scope of their duties in this contract. Each party to this

agreement agrees to inform the other in the event such party is notified of an investigation or claim arising out of the services of managing the Harmon Lake Recreation Area under the terms and conditions of this contract and shall provide reasonable access to the information involving such investigation or claim. Each party shall further notify the other party of the disposition of any such investigation or claim.

12. **Contract Term.** This agreement is for a period of one year commencing January 1, 2017, and terminating December 31, 2017.

13. **Termination of Agreement.** The District or Morton County Parks may unilaterally terminate this agreement upon 90 days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this contract as of the day, month and year written above, and each party hereby acknowledges that it has the full right and authority to enter into this contract and bind the respective party to the terms stated herein.

\_\_\_\_\_  
Wade Bachmeier, Chairman  
Morton County Water Resource District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Wetsch, Chairman  
Morton County Board of  
Park Commissioners

\_\_\_\_\_  
Date

## Unmanned Aerial Vehicle

### Use on Department Land

Division of Parks and Recreation

Effective: 5-16-15

Replaces: New

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#### **PURPOSE STATEMENT**

The purpose of the South Dakota Game, Fish and Parks is to perpetuate, conserve, manage, protect, and enhance South Dakota's wildlife resources, parks, and outdoor recreational opportunities for the use, benefit, and enjoyment of the people of this state and its visitors, and to give the highest priority to the welfare of this state's wildlife and parks, and their environment.

#### **BACKGROUND**

A UAV is defined as a "drone" is simply an aircraft that can fly without a human occupant, referred to as unmanned aerial vehicles (UAV), and the whole system, including the aircraft, the operator on the ground, and the digital network required to fly the aircraft, referred to as an unmanned aircraft system (UAS).

The increasing advancement of technology, the availability and capability of unmanned aerial vehicles commonly referred to as drones or (UAV's) can negatively impact visitors and wildlife in areas managed by the department.

#### **POLICY RESTRICTIONS**

No person(s) may operate a UAV on lands owned, leased, managed or controlled by the department without written authorization from the site manager. UAV's will not be permitted around or in campgrounds for privacy of visitors. UAV use granted by a permit may be allowed for the following reasons:

- 1) Department staff performing operations tasks.
- 2) News Agencies reporting on a specific event.
- 3) Educational institutions for educational projects.
- 4) Governmental agencies with certificate of authorization (COA) or waiver from the FAA.

Exceptions:

Remote Control aircraft utilized in currently established areas for RC recreational use.

## **POLICY REQUIREMENTS**

Before a permit is issued, the site manager will obtain proof of liability insurance, detail the specific purpose of the flight, flight area, specific altitude details and any other restrictions or conditions for the use of the UAV. The UAV will be flown using all guidelines and rules set forth by the FAA. The permit may be revoked at any time by the site manager or their designee for any infraction of the conditions of the permit. By the signing of the permit the person(s) acknowledge the limitations and restrictions set forth by the permit.

## **INSURANCE REQUIREMENT**

Operator shall present proof of insurance coverage. Liability Insurance is required for flight activities, the minimum coverage will be \$500,000 (with an increase to \$1,000,000 effective January 1, 2002). The liability insurance certificate provided by the applicant must include the following statement on the certificate: "Such insurance shall contain no special limitations on the scope of its protection afforded to state employees, and shall be primary with respect to any insurance or self-insurance programs covering state employees." The WCO or Park Manager may waive insurance requirements, if it is recommended the activity does not normally present a risk of injury or damage to property.



**SOUTH DAKOTA GAME, FISH & PARKS  
UAV PERMIT**

Department Area: \_\_\_\_\_

Permit issued to: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Permit Is Valid From: \_\_\_\_\_ Through: \_\_\_\_\_

Description of UAV \_\_\_\_\_

**SPECIAL CONDITIONS AND RESTRICTIONS**

This permit applies only to the following area \_\_\_\_\_ on flight path \_\_\_\_\_ at an altitude of \_\_\_\_\_ except for take-off and landing during the hours of \_\_\_\_\_. UAV's are not permitted to be within 300 ft. of any campground or wildlife. The site manager or their designee retains the right to examine or keep any video or still image file. The UAV must be flown in accordance with all guidelines and rules established by the FAA. The permit may be revoked at any time by the site manager or their designee for any infraction of the conditions of the permit. By the signing of the permit the person(s) acknowledge the limitations and restrictions set forth by the permit.

Permitee(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Department Representative \_\_\_\_\_ Date \_\_\_\_\_

**Morton County Parks UAV PERMIT**

Department Area: \_\_\_\_\_

Permit Issued to: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone#: Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Permit Is Valid From: \_\_\_\_\_ Thru: \_\_\_\_\_

Description of UAV: \_\_\_\_\_

**SPECIAL CONDITIONS & RESTRICTIONS**

This permit applies only to the following area: \_\_\_\_\_ on  
flight path \_\_\_\_\_

at an altitude of \_\_\_\_\_ except for take-off and landing during the hours of  
\_\_\_\_\_.

UAV's are not permitted to be within 300 ft. of any campground or wildlife. The Morton County Park Board or their designee retains the right to examine or keep any video or still image file. The UAV must be flown in accordance with all guidelines and rules established by the FAA. The permit may be revoked at any time by the site manager or their designee for any infraction of the conditions of the permit. By the signing of their permit the person(s) acknowledge the limitations and restrictions set forth by the permit.

Permitee(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Department Representative \_\_\_\_\_ Date \_\_\_\_\_

PB Notes 12.27.16

1. 2017 Agreement for the Maintenance and Management of Harmon Lake Recreation Area: This agreement has no changes from the 2016 agreement. I have no concerns about anything in this agreement. Things are working quite well, therefore I would recommend approving this agreement for 2017. There is a copy of the agreement in your packet.
2. UAV Policy: The North Dakota State Parks has not formalized their policy as of yet. They will be using the Policy from the South Dakota Game, Fish and Parks to cut and paste a policy for their use. I have attached a copy of the South Dakota policy to your packet. I have made an attempt to draft our own policy, here it is.

A UAV is defined as a "drone" is simply an aircraft that can fly without a human occupant, referred to as unmanned aerial vehicles (UAV), and the whole system, including the aircraft, the operator on the ground, and the digital network required to fly the aircraft, referred to as an Unmanned aircraft system (UAS).

No person(s) may operate a UAV on lands owned, leased, managed or controlled by the Morton County Park Board without written authorization from the Morton County Park Board. UAV's will not be permitted around or in campgrounds for privacy of visitors. UAV use granted by a permit may be allowed for the following reasons:

1. Department staff perform i n g operation s tasks.
2. News Agencies reporting on a specific event.
3. Educational institutions for educational projects.
4. Governmental agencies with certificate of authorization (COA) or waiver from the FAA.

Before a permit is issued, the Morton County Park Board will obtain proof of liability insurance, detail the specific purpose of the flight, flight area, specific altitude details and any other restrictions or conditions for the use of the UAV. The UAV will be flown using all guidelines and rules set forth by the FAA. The permit may be revoked at any time by the Morton County Park Board or their designee for any infraction of the conditions of the permit. By the signing of the permit the person(s) acknowledge the limitations and restrictions set forth by the permit

Operator shall present proof of insurance coverage. Liability insurance is required for flight activities, the minimum coverage will be \$1,000,000. The liability insurance certificate provided by the applicant must include the following statement on the certificate: "Such insurance shall contain no special limitations on the scope of its protection afforded to County employees, and shall be primary with respect to any insurance or self-insurance programs covering County employees." .

3. Park Updates:
  - a. I have applied for a Micro Grant for help with funding our project at Entzel Acres. This Grant was connected with America Walks, the name of the grant was Every Body Walk! This grant could have provided \$1,500 for the Trailside Facility. Unfortunately we were not selected.

- b. I have also applied for a Land & Water Conservation Fund Grant. This grant would have been used to help fund the security lighting at Fort Rice Campground. I was informed we didn't qualify for this grant because of a minimal limit of \$30,000. Our project was for \$7,500 dollars, this was my mistake.
- c. We had a different season this year. Our crew did a remarkable job keeping our system looking great. They were able to install the two new pieces of playground equipment, one at Harmon and the other at Graner. We have new table tops on the fish cleaning stations. There were improvements to the roads at Sweet Briar and Crown Butte.
- d. The revenue for the season was cut short by a situation above and beyond our control. Our shelter reservations were \$550, Graner Park \$70,455.90, Harmon Lake \$46,025, and Fort Rice Campground \$2,732, for a total of \$119,762. Dawn has our camping revenue at \$121,044. I will try to figure out the discrepancy. We had forecasted camping revenue to be \$120,000, so either way we are not too far off.

I will be out of the office the afternoon of the 22<sup>nd</sup> and will be back to work on the 27<sup>th</sup>. I will be spending time with my family. I hope all of you have the same opportunity to spend time with friends and family. Have a MERRY CHRISTMAS and I will see you at the Park Board Meeting. If you have any questions call me on my cell phone 220-4503.