

Morton County Park Board Meeting Agenda

February 24, 2015

Commission Room, Morton County Courthouse

210 2nd Ave NW, Mandan ND

4:00 PM

Call to order

Roll Call

Approval of Agenda

Approval of minutes of previous meetings

Approve monthly bills & payroll – Schulz

1. Camping & Shelter Fees
2. Campsite Reservations
3. Harmon Lake Management Agreement
4. Highway Signs
5. Rip-Rap Permit
6. Super Hero Day
7. Park Updates

*ISSUES MAY BE ADDED OR DELETED BY MEETING DAY

Please note: These are unofficial minutes and are subject to change. They will be approved and become official at the next regularly scheduled meeting.

MORTON COUNTY PARK BOARD MEETING

January 27, 2015

The Morton County Park Board Meeting was called to order on January 27, 2015, at 4:00 PM by Chairman Wetsch at the Morton County Courthouse, 210 Second Avenue NW, Mandan, North Dakota. Others present were Members Schulz, Griffin, Goetzfried and Zachmeier, Geiger, Wetsch, Auditor Rhone, and Park Director Nilsen.

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

Goetzfried moved and Griffin seconded to approve the minutes of December 8, 2015. All voting aye, motion carried.

Goetzfried moved and Schulz seconded to approve bills and payroll. All voting aye, motion carried.

Chairman Wetsch released the chair for reorganization of the Board of Members to Auditor Rhone.

Rhone called for nominations for Chairman.

Geiger nominated Wetsch for Chairman.

Schulz moved and Zachmeier seconded to cease nominations and cast unanimous ballot for Wetsch for Chairman. All voting aye, motion carried.

Schulz nominated Geiger for Vice Chairman.

Griffin moved and Schulz seconded to cease nominations and cast a unanimous ballot for Geiger for Vice-Chairman. All voting aye, motion carried.

Geiger moved and Schulz second to approve and sign, The Funding Agreement Between the Morton County Park Board and the North Dakota Game and Fish Department contingent upon review by the States Attorney. All voting aye, motion carried.

Goetzfried moved and Zachmeier seconded to adjourn at 5:06 PM. All voting aye, motion carried.

Park Board Notes February 24, 2015

1. **Camping and Shelter Fees:** for the shelters we are currently charging \$20/per day with electricity, \$10/per day with no electricity. Camping fees are \$15/per day with electricity \$5/ per day primitive. Bismarck Parks are charging \$30 to rent a shelter and Mandan Parks are charging \$35. Both of these are with electricity.

Our camping fees are \$15/per day with electricity and \$5/per day primitive. Lake Tschida is charging \$20/day with electricity and \$10/day primitive. At Lake Tschida you will also need a vehicle pass for \$2 a day or \$14 for the season. State Parks are charging \$25/day with electricity and \$17/day primitive. They also have a vehicle pass for \$5 a day or \$25 for the season. General Sibley Parks is charging \$22/day with electricity and \$17 /day primitive.

With this being said maybe it is time to raise our camping fees. My idea would be \$18/day for electrical and \$8 /day primitive. What are your thoughts?

2. **Campsite reservations:** We currently only have camping reservations for the group pad at Graner as well as pads #1 #2 #3 if you rent shelter #1 at Graners. We have a request to reserve spots at Harmon Lake for a racing event. Our policy states that we will not make any reservations for camping pads.
3. **Harmon Lake Maintenance and Management Agreement:** It is the time of the year when we renew our agreement with the Water Board concerning Harmon Lake. Review this document so we can have discussion at the meeting.
4. **Graner Park and Fort Rice Sign:** I'm satisfied with the appearance of both signs. The prices will be the same as last quote. The Graner sign will be \$388.80 and the Fort Rice sign will be \$194.40. We made the changes that re recommended and also add a white trim around the outside edge.
5. **Rip-Rap Permit:** The permit has received cultural clearance, and has been sent to Regulatory Phase in the process. I had a visit with Patsy Crooke with some concerns that she has about the permit application. I hope to have these concerns resolved within a week.
6. **Super Hero Day:** Randy will try to get a copy of the insurance policy from the gentlemen with the hayride.

**2014 AGREEMENT
FOR THE MAINTENANCE AND MANAGEMENT
OF HARMON LAKE RECREATIONAL AREA**

This Agreement is made as of the 1st day of January, 2014, 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 site of the future recreation area, which is currently serving as a temporary camping area.
 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 (one tap only), 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.

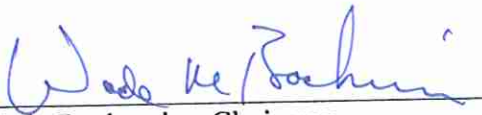
3. **Funding:** Except as specified above, the District is responsible for funding all other operation, maintenance and capital improvement budgets for the Harmon Lake Recreation Area.
4. **Ownership and Custody of Property:** All property, publications, trade names, plans, logo or ideas prepared for 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, 2014, and terminating December 31, 2014.

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

1-22-2014
Date



Jamie Wetsch, Chairman
Morton County Board of
Park Commissioners

22-Jan-14
Date

Tim Nilsen

From: Tom Bair <tbair@bairlawfirm.com>
Sent: Wednesday, February 11, 2015 3:20 PM
To: George Saxowsky (georgesaxowsky@swwater.com); Jamie Wetsch; Jim Schmidt (tjschmidt@extendwireless.net); Ray Christenson ; rksando1@aol.com; 'Wade Bachmeier'; Winckler, Brenda (winckler@westriv.com)
Cc: Tim Nilsen; Karin Brooks
Subject: Morton County Park
Attachments: 2014 O&M MCP and MCWRD.pdf

Greetings All,

We need to renew the O&M agreement with Morton County Parks. Let me know if you think any changes are in order. The 2014 agreement is attached.

Tom Bair
Bair Law Firm
P.O. Box 100
210 1st Avenue NW
Mandan, ND 58554-0100
701-663-6568
701-663-6951 (fax)
tbair@bairlawfirm.com

Tim Nilsen

From: Korte, Bruce A. <bkorte@nd.gov>
Sent: Wednesday, January 21, 2015 8:30 AM
To: Tim Nilsen
Subject: signs
Attachments: 108 x 24 Fort rice recreation area 28.pdf; 9ft x 4ft Grainer park recreation area.pdf

Please see attached signs.

108x24 is \$194.4 ea.

108x48 is \$388.80 ea.

Thank you.

Bruce Korte
Rough Rider Industries Sign Shop
3303 E. Main Ave. Bismarck ND 58506-5521
Phone: 701-328-6254
Fax: 701-328-6649
bkorte@nd.gov

48 in

108 in

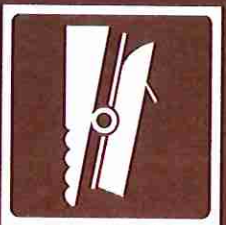
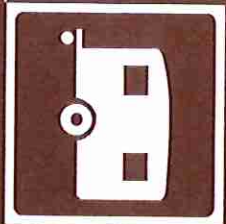
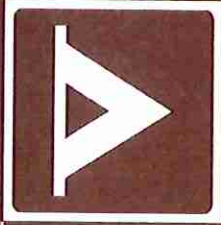
GRANER PARK RECREATION AREA 12 MILES

6 in

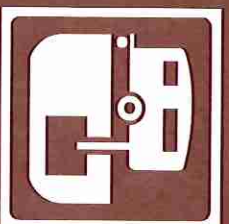
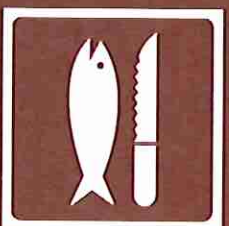
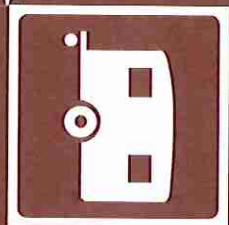
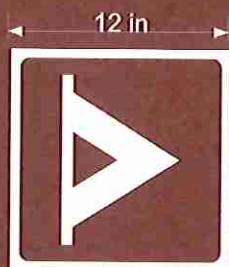
2 in

10 in

3.175 in



24 in



FORT RICE RECREATION AREA 24 MILES

108 in

Tim Nilsen

From: Crooke, Patsy J NWO <Patsy.J.Crooke@usace.army.mil>
Sent: Wednesday, February 18, 2015 2:44 PM
To: Tim Nilsen
Subject: Graner Park Bank Stabilization (NWO-2015-0251-BIS) (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Mr. Nilsen (with an "e")!

Thank you for taking the time to meet with me this morning and discuss your proposed project at Graner Park. Based on our discussion and for clarification, I am looking for the following information:

1. The amount of rock that 3,700 tons equates to in cubic yards and how much of that will be placed below the ordinary high water mark of the Missouri River.
2. The names and addresses of adjacent landowners - you indicated that these may be only the Corps and ND Game & Fish Department. Just need verification of this.
3. What efforts were made to minimize impacts to the river - also what alternatives were discussed that may not have been practical, too expensive, or other reasons.
4. What the location of the disposal site will be for the estimated 6,300 cubic yards that will be taken from the banks for sloping. In our discussions with Ralph, it is my understanding that Mr. Templeton's email (August 28, 2014 to Ralph) was suggesting that the material may not have to be hauled off-site, but rather the bank be graded and shaped to the desired slope. Ralph seemed to agree that this would be acceptable. If this is what you plan to do, please amend your application that states what you plan on doing to the bank. Please remember that placing the material in the river is likely not an option.
5. Coordination with other state agencies may be appropriate to ensure proper permits are obtained from them. This could include a sovereign lands permit from the State Water Commission/Office of the State Engineer (Mr. Jerry Heiser - 328-4935), 401 Water Quality Certification from the ND Health Department (they will be notified through the Public Notice effort), but you should find out if an NPDES permit is required from the Health Dept as well.
6. although we did not discuss, Threatened and Endangered Species will be a concern and we will work with US Fish and Wildlife to address this issue. Ralph may be contacting you to discuss potential construction dates, etc.

If you have any questions at all during this process, please don't hesitate to contact me and we can figure it out. Good luck with your project and look forward to working with you and Morton County Parks

Patsy Crooke

Patsy J. Crooke
Project Manager
US Army Corps of Engineers
North Dakota Regulatory Office
1513 S 12th Street
Bismarck, ND 58504

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