

Morton County Park Board Meeting Agenda

April 22, 2025

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 (January 25, 2025)

Approve monthly bills & payroll--Geiger

1. Eckroth Bottoms License
2. Park Bench Missouri River Natural Area
3. Paddle On Contract
4. Park Updates

***ISSUES MAY BE ADDED OR DELETED BY MEETING DAY**

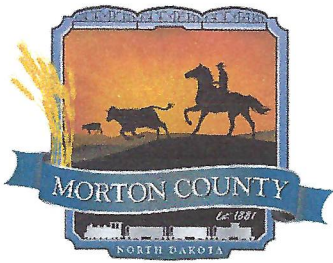
MORTON COUNTY SPECIAL JOINT PARK AND WEED CONTROL DEPARTMENT MEETING

January 7, 2025

The Special Morton County Park and Weed Control Joint Meeting was called to order on January 7, 2025 at 4:0 PM by Chairman Wetsch. Also present were Members Geiger, Kist, Morrell, Barth, Bahm, Schmidt, Wanner, Tokach and Park Director Nilsen.

Morrell moved and Bahm seconded to recommend County Commission approval of combining the Parks and Weed Control Departments Administrative Staff. All voting aye, motion carried.

Park Board Chairman Wetsch adjourn the at 4:28 PM. All voting aye, motion carried.



MORTON COUNTY
STATE OF NORTH DAKOTA
MORTON COUNTY PARKS
Tim Nilsen, Director



701.667.3363 • tim.nilsen@mortonnd.org

Park Board Updates 4.22.25

1. Eckroth Bottoms License: Attached is a copy of the letter I received from the United States Army Corps of Engineers (USACE). This letter was immediately followed up with a phone call to Shannon Langland with the USACE. I had questions as to what would happen if we did not pay the requested license fee? Why would we be required to pay the fee to operate and maintain that parking lot. We haul the garbage on a weekly basis during the open water season, we provide road and parking lot maintenance as needed, and we also provide weed control for the parking lot. These services are provided for no cost to the USACE and also there is no source of revenue generated at this location. This is strictly for the benefit of the shore fisherman. These questions we followed up by an email that I have also attached to the packet.
I talked with Bob Frohlich (North Dakota Game & Fish) about my concerns and what they will be doing. To my surprise they have not received anything like we have.
The news last night (Wednesday) has a segment on how the USACE is closing some campgrounds and tours that they have already taken reservations for this season in our area.
I think this fee is nonsense and would recommend that we don't pay it.
2. Park Bench Missouri River Natural Area: I have a request to place a memorial bench at the Missouri River Natural Area. With your approval, this bench will be like the benches we have placed in the past in our system.
3. Paddle On Contract: This contract is dealing with the Kayak Rental at Harmon Lake. The Defoe's are possibly looking to sell their business and retire. With that said would the Board like to advertise for a new contractor, make any changes to the existing contract, or just extend the existing contract to the new owners? I really don't think this would be a big money-making business; however, it is super nice to have this at Harmon. I feel this helps bring more people to the recreation area and makes an offering that is appreciated by the public.
4. Park Updates: I will have these at the PB Meeting along with the revenue for the year to date.

If there are any questions or concerns let me know.

Have a Wonderful Easter Weekend!



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT
1616 CAPITOL AVENUE
OMAHA, NE 68201-4901

REPLY TO
ATTENTION OF
REAL ESTATE DIVISION

March 24, 2025

Subject: Oahe Project, North Dakota, License No. DACW45-3-25-8035, Morton County

Dawn Rhone, Auditor
Morton County
210 2nd Avenue NW
Mandan, North Dakota 58554

Dear Ms. Rhone:

Enclosed find a copy of proposed License No. DACW45-3-25-8035. The license, when fully executed, will grant Morton County the continued use, operation, and maintenance of a 320.0' long access road and a 160.0' x 260.0' parking lot in Morton County, North Dakota.

Please review the license and have the proper individual execute the instrument. Also enclosed is a Certificate of Authority that must be executed attesting to the signature of the person signing on behalf of Morton County. Please note that the officer who signs the instrument must not be the same individual who completes the Certificate of Authority.

It is also requested that a check be forwarded in the amount of **One Thousand Four Hundred and No/100 Dollars (\$1,400.00)**, made payable to "FAO-USAED, Omaha District." This one-time payment is for administrative expenses, which cover a portion of the Government's costs for license preparation, GIS mapping, and future compliance inspections. **Please return the license, check, and Certificate of Authority to U.S. Army Corps of Engineers, Real Estate Division, P.O. Box 527, Riverdale, North Dakota 58565.**

After the license has been signed on behalf of the Department of the Army, an executed copy will be forwarded for Morton County's records. Direct any questions to Shannon Langland of my staff at (701) 654-7763.

Sincerely,

Rick L. Noel

Rick L. Noel
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures

Tim Nilsen

From: Langland, Shannon M CIV USARMY CENWO (USA)
<Shannon.M.Langland@usace.army.mil>
Sent: Monday, March 31, 2025 2:21 PM
To: Tim Nilsen
Subject: Eckroth Bottoms License Fees

Tim,

After some discussion, I was approved to waive the cost of my labor and the inspection fees, which totals \$550.

We are still requesting the \$850 for the mapping fee. Our GIS team created a detailed legal description and new map since the old ones were outdated. I believe any future mapping costs should be much lower.

I hope that helps, as I know it's a large chunk of money, and we appreciate every thing you guys do out there.

Thanks!

Shannon Langland
Realty Specialist
U.S. Army Corps of Engineers
PO Box 527, Riverdale, ND 58565
Office: (701) 654-7763/Cell: (701) 391-4723
Email: shannon.m.langland@usace.army.mil

AGREEMENT

THIS AGREEMENT ("Agreement") is made the 12th day of April, 2023, between the Morton County Park Board ("Board") of 210 2nd Ave NW, Mandan, ND 58554 and Jeff Defoe and Jen Defoe, dba Paddle On ("Paddle On") of 500 6TH Ave NW, MANDAN, ND 58554-2516.

1. Purpose. The purpose of this agreement is to set forth terms and conditions for the operation of a fee-based facility by Paddle On at the Harmon Lake Recreation Area (HLRA) located in Morton County, North Dakota which is owned by the Morton County Water Recourse District (District).
2. Facility. The HLRA is a 1,064 acre site located north of Mandan, North Dakota. The Board desires to enter into this agreement to encourage the development of a fee-based facility which will offer recreation opportunities and services for people of all ages, genders and social groups in a family friendly atmosphere. Paddle On desires to develop such a facility at HLRA by providing the outdoor gear and recreation equipment and other services necessary to experience the recreation opportunities available at HLRA.
3. Effective Date and Term. This Agreement shall commence as of January 1, 2023, and shall continue for a period of one (1) year. At the end of the original term and each renewal term, the Agreement shall automatically renew for an additional period of one year unless one party provides notice in writing to the other party of its intent not to renew the Agreement. Such notice shall be given at least 30 days prior to the expiration of the then-current term. All renewals shall be on the same terms and conditions as this Agreement, except as may be modified by agreement of the parties.

In the event that Paddle On commits a material breach of this agreement and fails to cure such breach within 30 days after receipt of written notice from the Board specifying in reasonable detail the material breach, the Board may terminate this agreement.

4. Land. The District will make space at the HLRA available for the facility to be developed and operated by Paddle On in specified locations to be mutually agreed upon by the parties.
5. Administration, Management and Operation. Administration, management and operation of the facility shall be under direction of Paddle On, subject to the powers of the Board set out below.
6. Paddle On Rights and Duties. During the term of this agreement, Paddle On shall have the followings rights and duties:
 - a) the exclusive right to develop, manage and operate a fee-based facility in cooperation with the Board at HLRA to offer the following services at rental rates

and fees established by Paddle On: gear and equipment for all non-motorized water sports including, but not limited to, kayaking, canoeing, paddle boarding, and paddle boating, cruises and the like. Subject to Board approval, Paddle On may add additional services such as fishing, mountain biking, cross-county skiing, etc. and the sale of concessions and incidentals such as bait, pop, candy, etc.

- b) Paddle On shall coordinate its hours of operation with the Manager of HLRA.
- c) Paddle On shall observe and follow all the statutes, ordinances, bylaws, rules and regulations in effect at HLRA.
- d) Paddle On shall not prohibit access to or use of HLRA by those members of the public who choose not to use its facility.
- e) Paddle On acknowledges that from time-to-time the Board and other entities use and occupy HLRA for bike races, running events, swimming events, group picnics and the like. Paddle On agrees to not interfere with such events and shall make reasonable accommodations for the same.
- f) Paddle On agrees that its facility is subject to regular safety inspections by the Board or its Manager.
- g) Any structures incorporated into HLRA or constructed at HLRA by Paddle On shall satisfy the District's standards of construction. The District shall review and approve such structures to the same extent as it does for other structures at HLRA.

7. Board Powers. Consistent with and subject to terms of this agreement and applicable laws, the District shall have the following powers:

- a) To coordinate planning, development and construction of interior roads, campground facilities, bike/hiking trails, picnic shelters, vault toilets, trees plantings, signage, buildings and other items deemed appropriate by the District for the improvement of the HLRA.
- b) To enter into agreements for the maintenance and management of the HLRA by a third party (hereafter "Manager"), including the establishment of hours of operation by the Manager.
- c) To operate concessions or enter into concession contracts with other parties.
- d) To establish fees for use of the campground facilities and all facilities other than those of Paddle On.
- e) To perform other acts consistent with this agreement necessary to implement the intent of the parties.

8. Fees and Rental Income. In consideration of the investment by Paddle On in the development of its facility, the Board shall not charge a fee or rental to Paddle On during the term of this agreement. The parties expect that the facility of Paddle On shall not cause the Board to incur additional maintenance or operation costs. If however, additional costs are incurred by the Board due to Paddle On's facility, the parties shall agree on a rental rate to be paid by Paddle On which shall be sufficient to pay those costs.

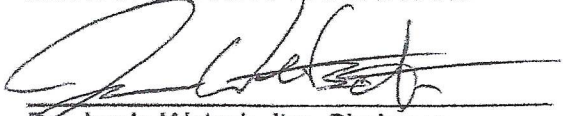
9. Indemnification; Risk of Loss. Paddle On shall (a) indemnify, save and hold the District, its Manager, its agents, officers and employees harmless from any and all actions, claims, demands, liabilities, losses, damages, fines, penalties, expenses or fees, including attorneys' fees and disbursements, which arise out of, result from, relate to or are in connection with the facility of Paddle On, (b) assume the entire risk, responsibility and liability for all actions, claims, demands, liabilities, losses, damages, injury or death to all persons and to all property, arising out of, resulting from, relating to or in any manner connected with the facility of Paddle On and (c) indemnify, save and hold District, Morton County, its Manager, its agents, officers and employees harmless from all such claims and legal fees and disbursements paid or incurred as a result thereof.
10. Risk of Loss. Paddle On assumes all risk of destruction, loss or damage from fire, casualty, theft or any other cause, to its property located at HLRA, at any time, whether such destruction, loss or damage occurs during the term of this agreement, or after the expiration thereof.
11. Insurance. Paddle On shall obtain, maintain, and pay for such workers' compensation insurance for all of its employees as may be required by law; comprehensive general liability insurance protecting the District, Morton County, its Manager, its agents, officers and employees against claims for bodily injury or death or for damage to property occurring in connection with the facility of Paddle On with limits in amounts at least equal to those specified below and shall provide a Certificate of Insurance therefore. The District shall be named as an additional insured on all Paddle On policies relating to HLRA.

| <u>Insurance Coverage</u> | <u>Limits of Liability</u> |
|---------------------------------------|--|
| Commercial General Liability Coverage | \$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate |
| Worker's Compensation | Limits required by North Dakota law |

12. Binding Effect. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

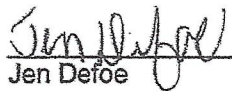
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MORTON COUNTY PARK BOARD


By: Jamie Wetsch, Its: Chairman

FOR PADDLE ON


Jeff Defoe


Jen Defoe

ATTESTING;



Dawn R. Rhone, County Auditor
Morton County, North Dakota
210 2nd Ave NW
Mandan, North Dakota 58554

