

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

**April 27, 2021**

**Commission Room, Morton County Courthouse**

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

**4:00 PM**

Call to order

Roll Call

Approval of Agenda

Approval of minutes of previous meetings (March 23, 2021)

Approve monthly bills & payroll--Graner

1. Paddle On Contract
2. Park Updates

\*ISSUES MAY BE ADDED OR DELETED BY MEETING DAY

MORTON COUNTY PARK BOARD MEETING

March 23, 2021

The Morton County Park Board Meeting was called to order on March 23, 2021, at 4:00 PM by Chairman Wetsch. The meeting was held virtually and others present were Members Zachmeier, Geiger, Kist, and Boehm. Also present were Park Director Nilsen and Auditor Rhone. Absent was Graner and Himmelspach.

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

Geiger moved and Kist seconded to approve the minutes of the February 23, 2021 meeting. All voting aye, motion carried.

Geiger moved and Kist seconded to approve bills and payroll. All voting aye, motion carried.

Geiger moved and Kist seconded to approve the 25 year lease at with the Department of the Army for Ft Rice Recreation Area. All voting aye, motion carried.

Boehm moved and Kist seconded to adjourn at 4:42 PM. All voting aye, motion carried.

PB Notes 4.27.2021

1. Paddle On Contract: This is basically the same contract the Water Board was using with Paddle On. I have made the proper changes to make it work for us.
2. Park Updates:
  - a. With the dry conditions we have pulled all fire rings from the campgrounds, my logic was there is a County wide burn ban and I don't see it being lifted anytime soon. I hope this will help keep campers from having a campfire and will prevent fire pits from turning into a garbage can.
  - b. All the docks and floating fishing piers are in the water with the exception of the courtesy dock at Graner Park and the floating fishing pier at Harmon Lake. I hope to have the courtesy dock placed sometime next week.
  - c. I hope that temperatures cooperate and we can turn the water on next week.
  - d. Revenue for the year is, Graner Park \$5,470, Harmon Lake \$2,290, and Fort Rice \$1,950. The total for all Parks is \$10,340; remember this number is showing the reservations that have been made for the whole season.

This meeting will be held in the Court House, however if anyone would like to attend virtually let me know and I will make the proper arrangements.

Have a GREAT WEEKEND and stay SAFE!! Tim

## AGREEMENT

THIS AGREEMENT ("Agreement") is made the 27th day of April, 2021, between the Morton County Park Board ("Board") of 210 2<sup>nd</sup> 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, 2021, 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 Board shall have the following powers:

- a) To coordinate planning, development and construction of interior roads, campground facilities, bike/hiking trails, picnic shelters, vault toilets, tree 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, Morton County, 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 and Morton County 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

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By: Jamie Wetsch, Its: Chairman

PADDLE ON

\_\_\_\_\_  
Jeff Defoe

\_\_\_\_\_  
Jen Defoe