

COUNTY OF BECKER

Recreational Advisory Committee

915 Lake Ave., Detroit Lakes, MN 56501

telephone: 218-846-7316

Website: www.co.becker.mn.us

RAC Meeting

October 29th (Thursday), 2020

4:00 – 5:30 p.m. Hybrid Meeting

AGENDA

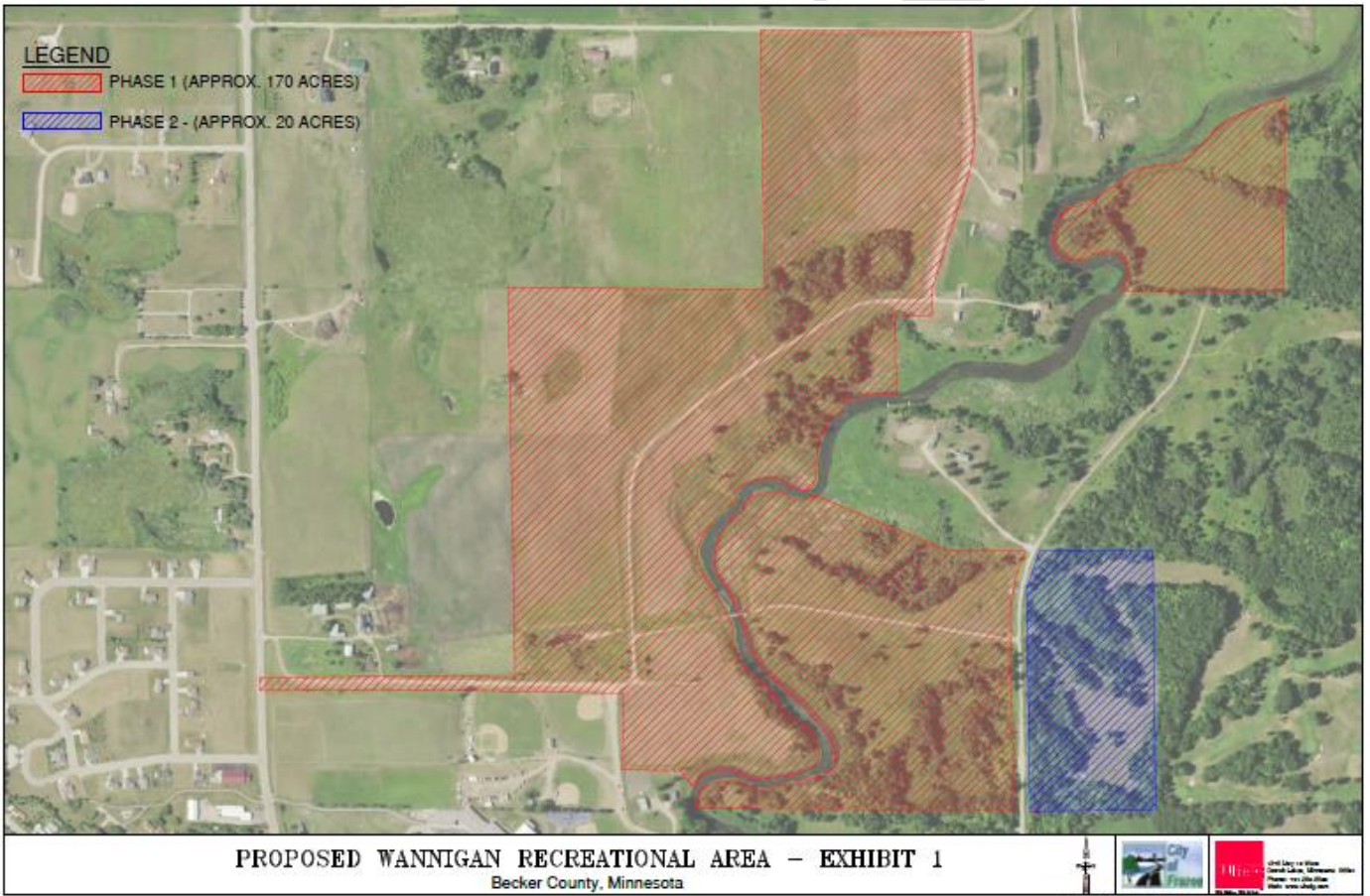
1. Chair Welcome & Introductions
2. August Meeting Minutes: Review/Approval
3. Heartland Trail/Connecting Trails Update – FYI
 - Bonding Request: \$2M in bonding bill (DL/Frazees segment) approved by legislative.
 - DL to Frazees Segment: Acorn Lake and Acorn Lake to Underpass construction underway
 - Mountain Link Trail Project (Connecting Trail)
 - Phase I Status : Underpass to Co. Hwy 54 (2020)
4. Wannigan Park Update – Hank Ludtke/Guy/Dan/Marsha
 - Site Acquisition – Contingent of Park receiving funding.
 - Archeological Survey – received grant to conduct Phase I assessment.
 - Infrastructure: See p. 3; does not include proposed north entrance parking and trail link
 - Master Plan (Timeline: Submit to GMRPTC by December 2020)
 - A. Environmental Site Survey available: close to completion
 - B. Park Ownership/Development/Operation and Maintenance – Frazees and Becker County
 - Cooperative Agreement **Draft:** Ownership, Development, Operations and Maintenance (See attached draft cooperative agreement) p. 4-6
 - Maintenance/Operational Costs: More analysis remains to be done to determine bottom line of related operational/maintenance costs and anticipated camping revenue.
 - C. Mapping: GIS Base Map almost completed (within next week)
 - D. Draft Master Plan Sections: Continue to make progress – Public review date is still on track for November 10th.

- E. Details and Siting of Park Elements – Camping, Parking, Infrastructure, Facilities, Entrances
 - West Side: See pages 2-3.
- F. Nature Based Education/Events - Frazee and School District Discussions (FFA – Future Farmers of America interest/coordination)
- G. NDSU Efforts – still waiting on results of their camping assessment.

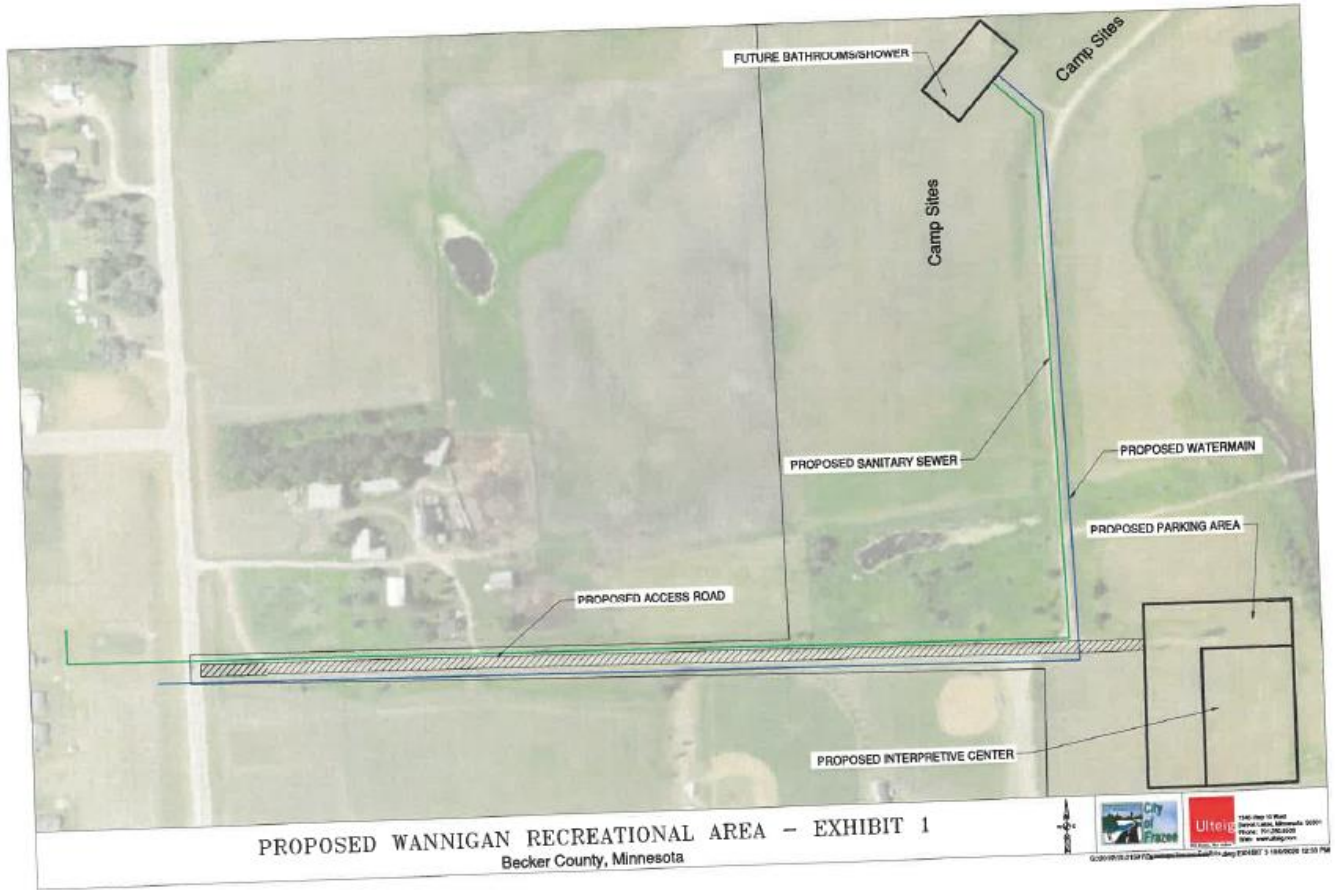
5. Open Forum/Other Issues

6. Adjournment

Wannigan Regional Park: Proposed Land Acquisition Parcels



Wannigan Regional Park – West Side Infrastructure/Facilities



Section A - Watermain, Sanitary Sewer & Road Improvements into the Park- \$1,300,000

Section B – Watermain, Sanitary Sewer Campground Bathrooms - \$250,000

Section C – Parking Lot at Interpretive Center - \$300,000

**COOPERATIVE AGREEMENT TO
DEVELOP, MAINTAIN AND OPERATE WANNIGAN REGIONAL PARK**

This Agreement is made effective _____, 2020 between the **City of Frazee**, P.O. Box 387, 222 Main Ave. W., Frazee, MN 56544, a Minnesota municipal corporation, located in Becker County, Minnesota, (hereinafter the "City"); and the **County of Becker**, a political subdivision of the State of Minnesota, 915 Lake Avenue, Detroit Lakes, MN 56501 (hereinafter the "County").

RECITALS

WHEREAS, Minnesota Statutes Chapter 471 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any powers common to them, including the development, maintenance and operation of public recreation facilities;

WHEREAS, City and County are committed to developing recreational opportunities at Wannigan Regional Park (the "Park") as part of a shared vision for developing more recreational opportunities for the City, County and Region;

WHEREAS, the purpose of this agreement is for the City and County to work cooperatively towards developing, managing and operating the Park to provide a variety of recreational experiences such as hiking, biking, canoeing and kayaking made possible by the State and National trails that will be connecting into the Park as well as other recreational pursuits and educational opportunities that will be made available within the park itself such as fishing, hiking, birding, camping, snow shoeing and cross country skiing.

WHEREAS, City and County recognize the need to work cooperatively to further develop, manage, maintain and market recreational activities, related facilities, trail connectors and accesses that link the Park to the Heartland Trail, the North Country Trail and the Otter Tail River (State Designated River Trail).

WHEREAS, City and County understand and agree that in order to apply for Legacy funding that both the City and County are willing to enter into a 20 year agreement with the Greater MN Regional Parks and Trails Commission and/or the State of MN in order to utilize grant funding made available towards the acquisition and development of the Park.

AGREEMENT

1. **RECITALS.** The Recitals of Purpose and Intent stated above are hereby incorporated into the terms of this Agreement.

2. **TERM.** The initial term of this Agreement shall be for twenty (20) years from and after the commencement of the term. The term shall commence at 12:01 a.m. on _____, 2020 This agreement may also be terminated unilaterally for cause by any one party upon default of the other party upon written notice and opportunity to cure given at least ninety (90) days prior to the date of termination. If it becomes necessary to refund or repay any funds received from the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) in the form of grants or loans provided for acquisition, recreational and/or facility improvements at Wannigan Regional Park, then both parties to this agreement, will allocate the obligation in proportion to what each have received, for that refund or repayment in consultation with the GMRPTC and/or as stipulated within the GMRPTC grant agreement.

3. SCOPE. During the term of this Agreement:

a. The City and County shall cooperatively control Wannigan Regional Park (“the Park”) and its facilities. During the term of this Agreement, the City and County shall not authorize any use of the Park that is inconsistent with the uses for which the City or County have obtained grant funding or loan funding such that such inconsistent use would risk obligating the City or County to refund or repay any funds received in the form of grants or loans.

b. The City and County shall retain primary responsibility to develop and maintain the Park for the use and benefit of the public.

c. The City and County may apply for, receive and utilize funds obtained through grants or loans dedicated to use for development and maintenance of the Facilities and the uses of the Facilities contemplated by this Agreement.

d. The City and County shall be responsible for planning, layout, development, improvement, construction, grooming and maintenance of trails at the Park. The type and level of maintenance and grooming afforded to the trails shall be at the discretion of the Park owners.

e. The City and County will, where feasible, reduce redundancies in order to increase efficiencies related to project development, operations, and maintenance services for the Park.

4. USE CHARGES. Use fees to the public may not be charged for use of the Park. However, the County and City hereby agrees to solicit voluntary donations from users of the Facility, specifically, the placement of a donation box and a sign or signs at the Facility encouraging users to donate to build, enhance and maintain existing Park facilities or trails.

5. INDEMNIFICATION AND INSURANCE. Each party to this agreement shall fully indemnify and hold harmless the other party against all claims, losses, damage, liability, suits, judgments, costs and expenses by reason of the action or inaction of its employees. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability provided by Minnesota Statutes, Chapter 466. The County and City shall maintain sufficient public liability insurance for the Park.

6. MINNESOTA GOVERNMENT DATA PRACTICES ACT. The City, the County and DMRA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City and the County pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the City and the County pursuant to this Agreement. The City, the County are subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

7. EFFECT OF TERMINATION. On termination of this Agreement for any reason, all improvements to the City and County Facilities shall be the respective property of the property owner.

8. AMENDMENTS. Any modification or amendment to this Agreement must be in writing.

In witness of their agreement to the foregoing, the parties execute this Agreement effective as of the day and year first above written.

THE CITY OF FRAZEE, MINNESOTA

By: Ken Miosek

Its: Mayor

By: Denise Anderson

Its: City Administrator

THE COUNTY OF BECKER

By: Ben Grimsley

Its: County Board Chair

By: Mike Brethorst

Its: County Administrator

Draft