

SHARED USE PATH - PHASES - LEGEND

- | | | | |
|--|-------------------------------|---|---------|
|  | CONNECTION TO SHARED USE PATH |  | PHASE 3 |
|  | PHASE 1 |  | PHASE 4 |
|  | PHASE 2 |  | PHASE 5 |
| | |  | PHASE 6 |



*Forestry
Park*

Corporate Units

**BOTTINEAU PARK DISTRICT - CITY OF BOTTINEAU
 FORESTRY PARK IMPROVEMENTS 2017**

Bid Opening:

Place:

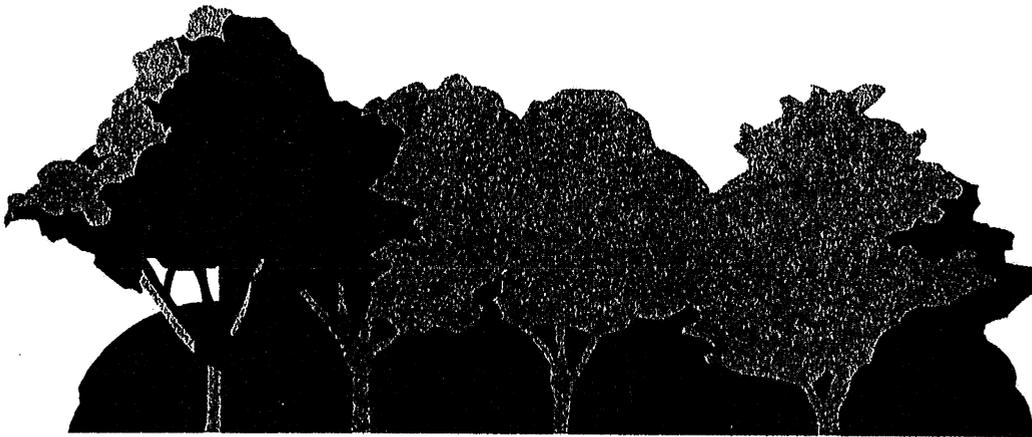
Engineer: Wold Engineering P.C.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	CONTRACT BOND	L SUM	1	\$2,500.00	\$2,500.00
2	REMOVE & SALVAGE TOPSOIL	MILE	0.455	\$15,000.00	\$6,825.00
3	WATER	M GAL	10	\$30.00	\$300.00
4	AGGREGATE BASE COURSE, CL 5	TON	350	\$35.00	\$12,250.00
5	MOBILIZATION	L SUM	1	\$15,000.00	\$15,000.00
6	FIBER ROLLS 12IN	LF	700	\$5.00	\$3,500.00
7	SIDEWALK CONCRETE 4IN	SY	2,133.0	\$70.00	\$149,310.00
8	DRIVEWAY CONCRETE 6IN REINFORCED	SY	40	\$80.00	\$3,200.00
9	DETECTABLE WARNING PANELS	SF	40	\$50.00	\$2,000.00
10	PIPE CORR STEEL .064IN 24IN	LF	48	\$150.00	\$7,200.00
11	PIPE CORR STEEL .064IN 36IN	LF	28	\$200.00	\$5,600.00
10	FLAT SHEET FOR SIGNS TYPE IV REFL SHEETING	SF	52	\$100.00	\$5,200.00
					\$212,885.00
ENGINEERING (PRELIMINARY & CONSTRUCTION)					\$18,000.00
TOTAL					\$230,885.00



File

**A COOPERATIVE LEASE AGREEMENT
BY AND BETWEEN
THE NORTH DAKOTA STATE FORESTER
AND THE BOTTINEAU PARK DISTRICT**



BOTTINEAU FORESTRY PARK

October 1, 1998

**A COOPERATIVE LEASE AGREEMENT BY AND BETWEEN
THE NORTH DAKOTA STATE FORESTER
AND THE BOTTINEAU PARK DISTRICT**

THIS AGREEMENT is made as of this 1st day of October 1998, by and between the NORTH DAKOTA STATE FORESTER and the BOTTINEAU PARK DISTRICT.

WHEREAS, the North Dakota State Forester desires to provide public outdoor recreation opportunities on state forest properties; and

WHEREAS, such state forest properties are available for the creation of a Bottineau City Park; and

WHEREAS, the Bottineau Park District has expressed interest in establishing, managing and maintaining a city park for public outdoor recreation;

NOW, THEREFORE, it is the purpose of this agreement to list the financial and management responsibilities for the establishment, operation and maintenance of an outdoor recreation area suitable for use as a Bottineau City Park within the following legal description:

A tract lying in the W 1/2 SE 1/4, Section 25, Township 162 North, Range 76 West, and Lots 11 and 12 in Block 43 of White's First Addition and Lot 58 in Block 44 of White's Second Addition, City of Bottineau, North Dakota, containing 45 acres, more or less. (See attached map which is incorporated herein)

1. The State Forester shall:
 - a. Permit the use of the properties described in this agreement for public outdoor recreational purposes and the installation, at locations approved by the State Forester, and operation of associated recreational facilities including campgrounds, restrooms, playground equipment, warming houses, hiking/biking/skiing trails, tree arboretum, vehicle access roads, parking and signs.
 - b. Permit access to authorized agents or representatives of the Bottineau Park District for installing, maintaining and improving recreational facilities and developments.
 - c. Withhold from implementing any uses or making any physical changes to the property that would interfere with public outdoor recreational activities described in this agreement.

2. The Bottineau Park District shall:

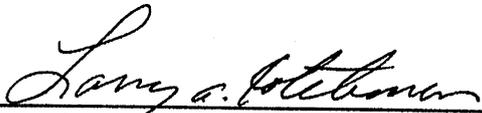
- a. Develop, operate and maintain the park in a neat and safe condition.
- b. Assume all installation, operations and maintenance costs associated with the park and its facilities.
- c. Allow public access to the park throughout the year for recreational activities.
- d. Establish rules and regulations governing the park's use and assume all patrolling and enforcement responsibilities.
- e. Make every effort to avoid unnecessary damage or removal of trees and shrubs during construction projects and to maintain the present tree cover on the site. Utilize thinning, pruning, selective cutting, replanting and other normally accepted forestry practices to maintain and/or renovate the windbreaks and other tree plantings. Allow the continued use of established tree plantings by the USDA Plant Materials for tree research purposes.
- f. Contact the North Dakota Forest Service for prior written approval before initiating any outdoor recreational improvements, modifications, construction or extraordinary maintenance activities. Any alterations or improvements must conform to the aesthetics of the property and surrounding area.
- g. Restore the lands subject to construction activities to as near their original condition as reasonably possible and to remove therefrom all debris, spoils, and equipment resulting from or used in connection with the installation of facilities.
- h. Agree to place proper signs in the park to warn users of hazardous conditions, provide information and to inform users of city park rules and regulations.
- I. Erect entrance signs to identify the public recreation area as follows:

"BOTTINEAU FORESTRY PARK"
**"Operated by the Bottineau Park District in Cooperation with the
North Dakota Forest Service"**
- j. Permit access to authorized agents or representatives of the State Forester to check on any condition or use of the property.
- k. Be responsible for any taxes or special assessments on the property.

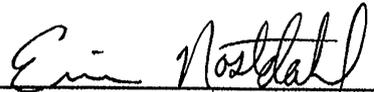
3. The Bottineau Park District may provide recreational services within the park and may charge a user fee in an amount sufficient to cover the cost of providing such services. Any user fee collected and retained by the Park District shall be utilized exclusively for the development and maintenance of the park and associated facilities.
4. The parties mutually agree to meet at least once per year to discuss the improvement, management and operation of the park.
- * 5. This agreement shall be in force and effect for a period beginning as of October 1, 1998, and continuing until December 31, 2030, unless modified earlier by the written consent of all parties. The parties may mutually agree to extend the agreement for additional ten-year terms. Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination. The North Dakota State Forester, by written notice of default (including breach of contract) to the Bottineau Park District may terminate the whole or any part of this agreement:
 - a. If the Bottineau Park District fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If the Bottineau Park District fails to perform any of the other provisions of this contract in accordance with its terms and after receipt of written notice from the North Dakota State Forester, fails to correct such failure within 30 days or such longer periods as the North Dakota State Forester may authorize.
6. The Bottineau Park District shall have the right to purchase the property at any time during the term of this agreement. During the first five years of the agreement or until December 31, 2003, the purchase price shall be the current appraised value of \$250.00 per acre. After this date, the purchase price shall be determined by an independent appraiser. The cost of performing the appraisal shall be paid equally by the parties. There are no annual lease payments.
7. Ownership of improvements or fixtures provided by the Park District shall remain with the Park District unless this agreement is terminated and the Park District fails to remove such improvements or fixtures within ninety (90) days of termination, in which case, the ownership shall be with the State Forester.
8. The rights and remedies of the North Dakota State Forester provided in the above clause relating to defaults (including breach of contract by the Bottineau Park District) shall not be exclusive and are, in addition to any other rights and remedies, provided by law or under this contract.

9. The Bottineau Park District shall indemnify and hold harmless and save the State of North Dakota, its officers, employees, agents, boards, bureaus, commissions and assigns from any and all liability, claims, expenses, loss or damage for work or any other obligations performed or incurred under this agreement or arising upon the above described property, excepting claims resulting from the sole negligence of the State. The Bottineau Park District shall maintain in force during the term of this Agreement liability coverage in an amount not less than \$1,000,000 bodily injury and property damage combined single liability. Such insurance coverage shall specifically include the North Dakota State Forester and State of North Dakota as an additional named insures. Documentation of such insurance shall be submitted to the North Dakota State Forester. Failure to secure the required insurance shall cause immediate termination of this agreement.
10. This agreement shall be governed by and controlled in accordance with the laws of the State of North Dakota.
11. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instruments signed by the parties.
12. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business, as set forth below or at a place designated hereof in writing by the parties:

THE NORTH DAKOTA STATE FORESTER

By  Date 9-25-98
Larry A. Kotchman, State Forester
North Dakota Forest Service
307 First Street East
Bottineau, ND 58318

THE BOTTINEAU PARK DISTRICT

By  Date 9-25-98
Eric Nostdahl, President
Bottineau Park District
309 Main Street
Bottineau, ND 58318

Bottineau Park District
Meeting Minutes
January 11, 2016 – 7:30 pm – Community Arena

Present: Mike Aasen, Matt Glasner, Riley Getzlaff, Rachel Patterson, Karsten Bartsch, Director Brian Knudson & Secretary Penny Nostdahl.

Absent: None.

Meeting called to order by President Aasen.

Minutes: Bartsch moved to approve the minutes, seconded by Getzlaff, carried.

Financials/Bills: Getzlaff moved to approve the monthly bills & financials, seconded by Patterson, carried. Knudson explained the proposed end of year transfers as follows:

1. The dedicated funding in the MMA: \$30,000.00 will be shifted from Forestry Park to Park Improvements. (Forestry Park share of trails & bldg. expenses)
2. The ending net balance of the budget for 2015 (\$29,263.15) will be transferred from checking to MMA with the following dedications:
 - a. 2063.15 to Equipment
 - b. 10,500.00 to Park Improvements
 - c. 1700.00 to Ice Plant
 - d. 15,000.00 to Forestry Park
 - e. 735.81 (Interest earned for 2015) to EE Benefits Payout

Bartsch moved to approve the end of year transfers as presented, seconded by Patterson, carried.

The end of year budget was reviewed & expenditures in lines 10600, 11300 & 11600 were noted & explained by Knudson. They were due to Park Improvements & OT for Knudson due to lack of staffing. Glasner moved to acknowledge the budget over-runs, seconded by Getzlaff, carried. The overall budget resulted in a net income of \$29,263.15.

Mayor Aufforth: Mayor Aufforth was present to explain happenings at the last City Council Meeting in regards to a new Community Center Project. Comments were made about the fact that the Park District had formed a group of Arena Users to gather input & had not included the Council. The Park District was asked by the Council to do this, but Aufforth has talked with Council Members to straighten this out. Park District is to continue with the user group meetings to formulate a plan of what will be included in the building so cost of construction & maintenance numbers can be obtained in order to proceed. (or not) Aufforth asked to bring the plan to the Council before prices are obtained. President Aasen asked why certain Council Members feel that there should be a committee that oversees the Park District when we are an elected Board. Aufforth asked if the Park Board was at their maximum mill levy, could mills be levied for this project?(we are not maxed out) He also asked if the City came up with maintenance funding for this Center could they “hire” the Park District to run it?

Designated Depository: Getzlaff moved to use 1st National Bank of Bottineau as our designated depository, seconded by Patterson, carried.

PARKS

Forestry Park Bldg.: The power has not been hooked up yet by Otter Tail. When that gets done then the inside electrical work can proceed. After that plumbers & sheet rock work will be done. We hope to be able to have soccer at Forestry Park in the spring.

T.T. Park Improvement Project: The contract for the Construction Manager was discussed. Bartsch moved to strike the incentive for savings clause from the contract, seconded by Getzlaff, carried. It was mentioned that when we bid this project we need to include a completion date.

Frisbee Golf Grant: A grant through St. Joseph's Foundation for updating the Frisbee Golf Course has made it past the 1st round. The 2nd round application will be submitted. We are applying for the total cost of \$3600.00 with in-kind labor being provided by staff.

Phase II of Trails: Patterson moved to apply for a 2017 RTP Grant for Phase II of the Trails in Forestry Park & ask for up to \$30,000.00 in assistance with funding from the City Trails Fund & remaining balance to come from the Park District, seconded by Bartsch, carried.

Details of Phase II are:

Appx. 2500 feet of trail

8' wide concrete

Estimated Total Cost: \$230,000.00

Estimated cost of in-kind work \$5,000.00

Grant is 80/20 match

ARENA

Rec. Center User Group Mtg.: Next mtg. will be Jan. 13th at Noon in the East Room of the Armory.

Blue Line Club Safe Sport Program: Glasner reported that he has discussed this program & locker room issues with Blue Line Club President, Norm Reitan. They are working on updating the wording in their policy handbook & locker room policy. They are willing to work with us on issues.

Arena Conduct Policy: This was tabled until the next meeting.

Outdoor Arenas: Knudson reported that the Outdoor Arenas are open for use.

Phy Ed Class Policy: Board Members would like Knudson to use his discretion when charging ice rental/skate rental fees for school Phy. Ed classes.

OTHER

Knudson had hired another employee, but they resigned after a short time, so we are now short staffed again.

2016 Election will have 2 Park Board (4 year terms) seats open. Bartsch & Getzlaff are slated for reelection.

Nostdahl reported that the Blue Cross increase for 2016 (March-Dec.) will be 2.5%.

Meeting adjourned at 9:25 p.m.

Respectfully submitted,

Penny J Nostdahl, Secretary

Mike Aasen, President



Greater Bottineau Area Chamber of Commerce

519 Main Street ~ Bottineau, ND 58318-1202

Phone (701) 228-3849 ~ Fax (701) 228-5130

Website: www.bottineau.org ~ Email: bcc@utma.com

January 20, 2016

To Whom It May Concern:

The Greater Bottineau Area Chamber of Commerce and Convention and Visitors Bureau fully support the multi-use path in and around the city of Bottineau.

It has been very exciting to watch the progress of the first phase of the multi-use path connecting our Forestry Park to the existing trail along highway 5. The new path is already seeing a tremendous amount of activity and we are very encouraged to see the future development of the path throughout the park and eventually throughout the community.

In addition to providing an excellent and very much needed area for our local citizens and visitors to exercise, we feel that the path will also help us to attract more visitors and residents. Future expansions will help to provide safe routes to our schools and retail area's and services as well. This will be a wonderful attraction to add to our list of things to do and see in and around our community and we feel the economic impact would be great.

We are very proud of our community and fully support the endeavors of the people and organizations with regards to this project. Again, we feel this would enhance the community, tourism and overall wellness within our area

Sincerely,

A handwritten signature in black ink on a light-colored rectangular background. The signature reads "Clint M. Reinoehl" in a cursive script.

Clint M. Reinoehl
Exec. Director, GBACC
(701) 228-3849
bcc@utma.com



NORTH DAKOTA FOREST SERVICE

"To care for, protect and improve forest and natural resources to enhance the quality of life for present and future generations."

January 19, 2016

Brian Knudson, Director
Bottineau Park District
403 East 7th Street
Bottineau, ND 58318

Dear Mr. Knudson,

We are pleased to provide this letter of support for the Bottineau Park District's application to the Recreational Trails Program (RTP) administered by the North Dakota Parks and Recreation Department. This proposed project would complete phase two of hiking and biking trail route that expands the system within Bottineau Forestry Park. The project will provide an excellent recreational trail for local citizens, as well as a designated and safe route to schools and other locations within the community.

This comprehensive project will expand hiking and biking opportunities and be developed in phases. The first phase was completed this summer which connected Bottineau Forestry Park to an existing trail along State Highway #5. Bottineau Forestry Park provides off-street recreational opportunities for walking, hiking and biking through a beautiful area with trees and grass. Community members representing a variety of organizations including the Bottineau City Council, Bottineau County Commissioners, Bottineau Park District, Dakota College at Bottineau, Wold Engineering, Bottineau School District, Bottineau County Economic Development Corporation, Bottineau Chamber of Commerce and the North Dakota Forest Service are supportive of this community recreational trail systems.

The forty-five acre Bottineau Forestry Park is owned by the North Dakota Forest Service and leased to the Bottineau Park District to provide public outdoor recreation opportunities. The current thirty-year lease will continue until December 31, 2030. We fully intend to renew the lease before its expiration date to ensure the continued public recreational benefits this park provides to Bottineau's residents and visitors to the region.

Sincerely,

Larry A. Kotchman, State Forester



City of Bottineau
115-6th Street West, Suite #3
Bottineau, ND 58318
Phone: 701-228-3232
Fax: 701-228-2543
cityhall@utma.com
www.bottineau.govoffice.com

January 19, 2016

ND Parks & Recreation Department
1600 E. Century Avenue Suite #3
Bismarck, ND 58503-0649

Recreational Trail Committee:

I am pleased to write this letter as Mayor of the City of Bottineau in support of the Recreational Trails Program grant that is being applied for by the Bottineau Park District to continue trail expansion within Forestry Park.

The City Council, along with my office have partnered together with the Park District to continue multi-use trail expansion within the City of Bottineau. Phase 2 Trail expansion will provide an additional 1/2 mile of additional trail system within Forestry Park. This section of trail will wind through the center of Forestry Park attaching to Phase 1 Trail at two different locations and provide future trail expansion opportunities for other phase's that been identified by community members represented by City, County, School & Business organizations.

The Phase1 trail that was completed this past summer has been very well received by the community, our plans are to continue with the long term plan that has been identified by the Trails Committee to provide additional trails throughout Bottineau in order to provide additional outdoor recreational opportunities for the residents and visitors of our Community.

Thank you for your consideration of our Grant request.

Sincerely,

Ben Aufforth

Mayor, City of Bottineau



Forestry Park Entrance Sign.



Forestry Park existing access road.



Forestry Park mature tree growth.



Forestry Park Phase 1
Trail completed.



Forestry Park Phase 1
handicap accessible
users.



Forestry Park Phase 1
winter scene.



Forestry Park Phase 1
winter scene.



Forestry Park Tree
Species Identification.