

2K. Consideration of approving changes to the Joint Powers Agreement between Wright County and the City of Monticello, changes to the Bertram Chain of Lakes Advisory Council bylaws for management of Bertram Chain of Lakes Regional Park, and reconfirm appointment of the Council liaison(s) to the Bertram Chain of Lakes Advisory Council.

Prepared by: Parks & Recreation Director	Meeting Date: 3/13/2023	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item
Reviewed by: Community Development Director	Approved by: City Administrator	

ACTION REQUESTED

Motion to approve the changes to the Joint Powers Agreement, changes to the Bertram Chain of Lakes Advisory Council bylaws, update the regular meeting schedule to reflect the adjustment to quarterly meetings, and reconfirm Council liaison appointment.

REFERENCE AND BACKGROUND

The Bertram Chain of Lakes Regional Park is jointly owned by the City of Monticello and Wright County, with ownership and operations governed by a Joint Powers Agreement between the two entities. The Joint Powers agreement provides for the authority to acquire, own, plan, design, improve, manage, operate, and maintain the Bertram Chain of Lakes Regional Park. The Joint Powers Agreement further recognizes the Bertram Chain of Lakes Advisory Council, which serves in an advisory capacity on the same matters to the governmental entities.

At the March 3, 2023 Bertram Chain of Lakes Advisory Council meeting, the council reached consensus and made a formal recommendation to change the Joint Powers Agreement and bylaws. The Advisory Council agreed on the changes based on the current status of the overall park infrastructure. The proposed changes to the Bertram Advisory Council will bring added efficiencies and provide more streamlined communication for responsibilities within the park.

Proposed Changes:

- The Bertram Chain of Lakes Regional Park Advisory Council shall consist of 8 voting members rather than 13.
- Membership
 - 1 Monticello City Council member (currently 2 members)
 - 1 Wright County Commissioner (currently 2 members)

- 2 Citizens at Large (currently 4 members)
- Removing the Ex-Officio Non-Voting member from the YMCA
- Committees
 - 2 committees (currently 3)
 - Regional Park Use Committee will now be made up of the Wright County Parks and Recreation Commission
 - Athletic Complex Committee will now be made up of the City of Monticello Parks and Recreation Commission
 - Technical and Resource Committee will be removed
- Meetings
 - To be held quarterly on the first Fridays of January, April, June and November
- Quorum
 - A majority of the total voting Advisory Council members shall constitute a quorum for the transaction of business. (5 members)

The changes require appointing one City Council representative to be liaison to the Bertram Chain of Lakes Advisory Council. This also means the Council will need to re-confirm their designated appointee to the Advisory Council and an alternate. Finally, the City calendar will need to be updated to reference the change to meeting times.

- I. **Budget Impact:** N/A
- II. **Staff Workload Impact:** The Parks, Arts & Recreation Director will be responsible for attending meetings and providing action items.
- III. **Comprehensive Plan Impact:** The Monticello 2040 Comprehensive Plan includes commitment to maintain and enhance a park and recreation system with a range of that provide opportunities for active and passive recreation, healthy lifestyles, access to wildlife and nature, and reflects the community's value for a world-class park system and variety of recreational experiences. The City will strive to provide superior park and recreational opportunities for all residents and visitors.

STAFF RECOMMENDED ACTION

Staff recommend approving the changes to better reflect the current planning and operations at Bertram Chain of Lakes Regional Park.

SUPPORTING DATA

- A. Proposed Changes to Advisory Council Bylaws.
- B. Proposed Changes to the Joint Powers Agreement.

**By-Laws For
The Bertram Chain of Lakes Regional Park Advisory Council**

Article I Name of the Council

The name of the organization shall be the ***Bertram Chain of Lakes Regional Park Advisory Council***.

Article II Membership

The Bertram Chain of Lakes Regional Park Advisory Council shall consist of ~~thirteen~~ 8 voting

~~13~~ members as follows:

- ~~(2)~~ 1 Monticello City Council Members, as designated by the City Council
- (1) Monticello City Parks Arts and Recreation Commission Member, as designated by the Parks Arts & Recreation Commission
- ~~(2)~~ 1 Wright County Commissioners, as designated by the County Board
- (1) Wright County Parks Board Member, designated by the Parks Advisory Board
- (1) Monticello Township Officer or Representative, as designated by the Township
- ~~(2)~~ 2 Citizens at large appointed by the balance of the Advisory Council, upon approval of the Monticello City Council and the Wright County Board of Commissioners.
- (1) Monticello School District Representative, as designated by the School District

~~and:~~

- ~~(1) Ex Officio Non Voting Member from the YMCA, as designated by the YMCA~~

Article III Term of Office

The term of the regular at large members shall be for three (3) years and shall be staggered so that no more than two (2) members' terms expire in a given year.

All regular appointments shall expire at the first Bertram Chain of Lakes Regional Park Advisory Council meeting of the new calendar year.

Article IV Attendance

It is the County Board of Commissioners and Monticello City Council's intention to encourage members to attend all meetings. Should any member be absent for more than three meetings in a calendar year, that member may be subject to replacement.

Article V Vacancy

Any vacancy in the at large membership shall be filled by the recommendation of the balance of the Advisory Council, followed by approval of the Monticello City Council and the Wright County Board of Commissioners. Any vacancy in the regular members shall be filled by the appointing body, and such appointee shall serve for the term.

Article VI Officers

Section 1. Elections. The Bertram Chain of Lakes Regional Park Advisory Council shall elect at its January meeting from its membership, a Chair, and a Vice-Chair who shall serve for a term of one year and shall have such powers as may be prescribed in the rules of said Council.

Section 2. Duties of Chair. The Chair shall preside at all meetings and shall have the duties normally conferred and parliamentary usage of such officers.

Section 3. Duties of Vice-Chair The Vice-Chair shall act for the Chair in his/her absence.

Section 4. Duties of Secretary. A Secretary may be appointed who is not a member of the Bertram Chain of Lakes Regional Advisory Council, but can be employed as a member of County or City staff. The Secretary shall keep the minutes and records of the Advisory Council; and with the assistance of other staff as is available, shall prepare the agenda of the regular and special meetings for Advisory Council members, arrange proper and legal notice of hearings when necessary, attend to correspondence of the Advisory Council and other duties as are normally carried out by a secretary.

Article VII Committees

Currently there are three ~~(3)~~² active committees established by the Bertram Chain of Lakes Regional Park Advisory Council:

- ~~Regional/Passive~~ Park Use Committee (Will be made up of the Wright County Parks and Recreation Commission)
- Athletic Complex Committee (Will be made up of the City of Monticello Parks and Recreation Commission)
- ~~Technical and Resources Committee~~

The Bertram Chain of Lakes Regional Park Advisory Council may establish committees to meet as needed.

Article VIII Meetings

Section 1. ~~Meetings shall be held on the first Friday of January, March, May, July, September, November, beginning at 8:00 a.m. In the event of a conflict with a holiday or special events, a majority at any meeting may change the date and location of the meeting.~~ Meetings shall be held quarterly, the first Fridays of January, April, June and November March and October. —The meeting shall be open to the general public. ~~Meetings will be held at the Monticello Community Center with the June meeting held on site at the Bertram Chain of Lakes Regional Park.~~

Section 2. Special meetings may be called by the Chair and Vice-Chair together or six (6) members of the Bertram Chain of Lakes Regional Park Advisory Council.

Section 3. Proper and legal notice of meetings, special meetings, and meeting cancelations shall be posted as required by the Secretary of the Bertram Chain of Lakes Regional Park Advisory Council, at and posted at the Wright County Government Center and Monticello City Hall.

Article IX Quorum

A majority of the total voting Advisory Council members shall constitute a quorum for the transaction of business. (5 members)

Article X Duties of the Advisory Council

It shall be the duty of the Advisory Council, with staff assistance, to study and provide information to determine the usage, operation, management and functions, and make recommendations to the County Board of Commissioners and the City Council in respect thereof, including general and specific development standards and criteria for evaluating specific uses, policy, to the extent and objectives of County and City participation in outdoor recreation and programs for coordination with other groups or agencies.

Article XI Amendments

These bylaws may be recommended to be amended by a majority vote of the existing membership of the Advisory Council, after full notice has been given in writing to all members, with final approval by the Wright County Board of Commissioners and the Monticello City Council.

Passed this 27 day of April, 2021, by the Wright County Board of Commissioners.

Passed this _____ day of _____, _____, by the Monticello City Council.

Joint Powers Agreement

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF WRIGHT, MN AND THE CITY OF MONTICELLO, MN CREATING THE BERTRAM CHAIN OF LAKES REGIONAL PARK JOINT POWERS AUTHORITY (Hereinafter referred to as "The Authority".)

THIS AGREEMENT is hereby made by and between the COUNTY OF WRIGHT, a political subdivision of the State of Minnesota, and the CITY OF MONTICELLO, a municipal corporation, both of which shall individually or collectively be referred to as "Public Agencies".

1. PURPOSE. The purpose of this agreement is to exercise those powers jointly to acquire, own, plan, design, improve, manage, operate and maintain the Bertram Chain of Lakes Regional Park, (hereinafter referred to as "The Park"), as shown on the Park Map, (Attachment A hereto). Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The goals of the Public Agencies are to exercise such powers in order to:

(a) Preserve land within the focused planning area of The Park as a regional open space and park that protects the cultural, historic and natural resources of the included land and water, yet provides for active and passive recreational opportunities that do no harm to the identified and preservable sensitive areas.

(b) Provide a continuous and coordinated system of preserved lands with a connecting corridor of hiking, walking, ski and bicycle trails, encompassing the four lakes within The Park.

(c) Provide active use park space, including, but not limited to, such uses as shown on Attachment A.

2. TERM. This Agreement shall become effective immediately upon approval by the last of the Public Agencies (Wright County Board of Commissioners and Monticello City Council), and shall continue in full force and effect indefinitely, with said Agreement to be re-examined every five years from its inception by the Public Agencies.

3. CREATION OF ADVISORY ENTITY. There is hereby created a public advisory entity known as the "Bertram Chain of Lakes Regional Park Joint Powers Authority" herein called "The Authority" and said Authority shall be an entity advisory only to the Public Agencies.

4. BOUNDARIES. The boundaries of the territory within which The Authority shall exercise its powers shall be those described in Attachment A. Said boundaries may be amended by the Public Agencies as additional land is acquired.

5. AUTHORITY. The Public Agencies shall be advised by the Authority through a council to be known as the "Bertram Chain of Lakes Park Advisory Council (hereinafter called "Council"). Each

member shall serve in his/her individual capacity as a member of the Council. The membership of the Council shall be as follows:

A) The Bertram Chain of Lakes Regional Park Advisory Council shall consist of thirteen members as follows:

- (21) Monticello City Council Members, as designated by the City Council;
- (1) Monticello City Parks Commission Member, as designated by the Parks Commission;
- (21) Wright County Commissioners, as designated by the County Board;
- (1) Wright County Parks Board Member, designated by the Parks Advisory Board;
- (1) Monticello Township Officer or Representative, as designated by the Township;
- (42) Citizens at large, appointed by the balance of the Advisory Council, subject to approval by the Monticello City Council and the Wright County Board of Commissioners, respectively;
- (1) Monticello School District Representative, as designated by the School District;
- ~~(1) Ex Officio (Non Voting) Member from the YMCA, as designated by the YMCA~~

6. MEETINGS OF THE COUNCIL.

(a) Regular Meeting. The Council shall conduct regular meetings at least annually and at such other times as the Council shall designate at its first meeting of each year. ~~Regular meetings shall be held at the Monticello Community Center or the Bertram Chain of Lakes Regional Park.~~

(b) Proper and legal notice of special meetings and meeting cancellations shall be posted on the door of the usual meeting room, as well as at the Wright County Government Center and Monticello City Hall.

(c) A majority of the total voting Advisory Council members shall constitute a quorum for the transaction of business.

7. RULES OF THE COUNCIL. The Council may adopt, from time to time, bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of the Authority; and copies and amendments thereto shall be filed with the Public Agencies.

8. POWERS OF THE COUNCIL. The Council shall have the following powers:

(a) To recommend to the Public Agencies to acquire, hold and dispose of property by any legal method for Park purposes. All decisions by Council to acquire or dispose of real property shall be subject to prior approval of the Public Agencies. Prior to acquisition or disposal of real property within The Park by Public Agencies, they shall refer the proposed transaction to Council for review and recommendation. However, failure of the Public Agencies to so refer a transaction shall not affect its validity.

(b) To undertake overall planning for, and to plan and design the Park, and to take any and all actions necessary to accomplish these powers.

(b) To establish guidelines for and advise Public Agencies on appropriate land uses within The Park.

(c) To review and comment on development proposals submitted to Public Agencies which are within or may have an impact on The Park.

(d) To make recommendations for improving, managing, operating and maintaining The Park.

(e) To make recommendations to enter into contracts and agreements to carry out the Park activities.

9. OPERATION AND MAINTENANCE. Council shall plan for operation and maintenance of The Park, until which time the County and City jointly agree otherwise. Council shall assign the responsibility to the County of Wright through its Department of Parks and Recreation to operate, program and maintain the passive use areas of The Park, including all lands except the athletic complex, which shall be operated, programmed, and maintained by the City of Monticello. Council shall audit and evaluate County's and City's performance during and after said initial period and as necessary to determine whether and how the County or City should continue to perform these functions. Failure of the Public Agencies to refer to the Council actions regarding operation and maintenance of The Park shall not affect the validity of those actions. These statements shall not preclude the agencies from collaborating on operations, programs, maintenance and improvements that are consistent with the overall concept plan and goals of the regional park.

10. DAMAGE TO EQUIPMENT. Each party shall be responsible for damage to or loss of its own equipment used at The Park.

11. INDEPENDENT CONTRACTOR. For purposes of this Agreement, each party shall be deemed to be independent contractors, and shall be responsible for its own staff employed by the Public Agencies, any contractors hired, vendors under contract, and volunteers for all purposes, including, but not limited to, all benefits, medical coverage, liability, workers compensation and

unemployment compensation. Any employees or agents of a party, while engaged in the performance of any work or services under this Agreement shall not be considered employees of any other party for any purpose.

12. BUDGET. Council shall approve and recommend to the Public Agencies an annual budget prior to the beginning of each fiscal year. The "fiscal year" for Council shall be coterminous with that of the calendar year, and all budget recommendations will be made as part of the Council June meeting.

13. FUNDS DEPOSITED IN COUNTY TREASURY. The Treasury of County shall be the depository of the funds of the Authority and the County's Finance ~~Division~~Division shall receive and have custody of the Authority's funds. For any invoices received where costs are to be shared by the Public Agencies, the County shall pay the invoice and shall forward the same to the City to collect a one-half share.

14. AUDIT. To the extent required by Minn. Stat. §16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination.

15. DATA. All data collected, created, received, maintained, or disseminated for any purposes because of this Agreement is governed by Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as all other applicable state and federal law and regulations on data privacy.

16. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY OF WRIGHT: Wright County Parks and Recreation Department
1901 Highway 25 N. 3500 Braddock Ave. NE
 Buffalo, MN 55313

CITY OF MONTICELLO: City of Monticello
 505 Walnut Street, Suite #1
 Monticello, MN 55362

17. LEGAL COUNSEL. Each party shall rely on its own legal counsel and be responsible for paying the costs thereof.

18. LIABILITY. To the full extent permitted by law, actions by the Public Agencies pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Public Agencies that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minn. Stat. §471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

19. CLAIMS. Any claims arising out of the activities of the public in The Park shall be handled by the party responsible for that particular area of the park or activity undertaken. For the passive use areas of the park, excluding the athletic fields, the County shall be responsible. For the athletic complex and activities thereon, the City shall be responsible.

The City shall indemnify and hold the County harmless from any and all liability for claims related to the athletic complex and activities thereon. ~~and~~ The County shall indemnify and hold the City harmless from any and all liability related to the passive use areas of the park. The City and the County each shall provide Comprehensive General Liability insurance coverage naming the other Public Agency as an additional insured, ~~if either~~ for any activities or programs using a facility or area outside their particular normal area of responsibility. This insurance shall provide ~~the same policy limits and coverages~~ sufficient to cover the maximum liability of the joint venture under Minnesota Statutes, Section 466.04.

Each Public Agency shall also each be responsible for any personal property, including machinery and vehicles, that it provides for operation and maintenance of the park. Each Public Agency shall schedule and obtain insurance coverage for such personal property as it shall deem appropriate.

20. TERMINATION. This Agreement may only be terminated upon the mutual agreement of the parties, Public Agencies shall provide each other with a minimum of one hundred eighty (180) days notice of intent to withdraw from the Joint Powers Authority. Termination shall not discharge any liability incurred by The Authority prior to termination of this Agreement. Upon termination of this Agreement, each party shall retain all right, title, interest and ownership in the real property, and provisions shall be made for future maintenance of The Park. The parties may agree, however, to the conveyance of the real property to one of the parties. Any termination of this Agreement must be in writing.

21. OPERATING MEMORANDA. To preserve a reasonable degree of flexibility, many parts of this agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which may further define the rights and obligations of the Public Agencies.

22. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by representatives of the Public Agencies.

24. MEDIATION and DISPUTE RESOLUTION. The parties agree that any dispute hereunder shall be submitted to mediation prior to commencement of litigation or termination of this agreement.

24. SUCCESSORS. This agreement shall be binding upon and shall inure to the benefit of the successors to the Public Agencies.

City of Monticello

By _____

Monticello Mayor

By _____

Monticello City Administrator

County of Wright

By _____

Chair of County Board

By _____

County ~~Coordinator~~ Administrator

OPERATING MEMORANDUM (2015-1)

This Operating Agreement is intended to accommodate the development and operation of the Bertram Chain of Lakes Regional Park, by providing a framework for governance and decision making. It is expected that this operating agreement will be modified from time to time to reflect current circumstances of the Regional Park and its patrons and programming. All such modifications shall be attached hereto as amendments.

1. Guiding Principles: The Public Agencies expect that uses, development, maintenance will change to meet the needs of future populations. The operation and governance of the relationship between the Public Agencies will be guided by the following core values and principles which are intended to provide standards for decisions made by the Public Agencies relating to development and operation of the Regional Park:

- Create outdoor recreation experiences for all in a fun/safe environment. Outdoor recreation refers to leisure pursuits which are engaged in the outdoors, particularly in a natural or semi-natural environment.
- Create active recreation experiences for all in a fun/safe environment. Active recreation refers to leisure pursuits which include organized athletic leagues, including soccer, baseball, softball, tennis, football, lacrosse, and others.
- Provide activities and improvements which are responsive to changing public expectations and recreational trends which are conducive to the park mission and goals
- The design intent for the property is to locate active improvements and activities on the north side of Bertram Lake, while keeping the balance of the park more natural.
- Opportunities for collaboration and partnership between the ~~the~~ City of Monticello, and Wright County will be considered in order to improve efforts to plan, maintain, protect and restore resources, and provide support facilities.

2. Criteria for Improvements and Additional or Replacement Activities: In the consideration of the eventual requests for changes to, deletion of, or addition to the regional park or improvements, the criteria described in this Section 2 shall be applied.

- 2.1. **Safety for Users.** Improvements and activities shall be designed to be safe for the public.
- 2.2. **Staffing and Security.** Facilities, programs and activities must be adequately staffed when operating and secured when not in use.
- 2.3. **Noise and Operating Hours.** Noise levels and operating hours must meet levels acceptable for the types of activity and appropriate for the community and the location within the park, and consistent with park ordinances and hours.
- 2.4. **Traffic.** Vehicle and traffic volumes and patterns need to be considered when adding activities, offering programs, and making improvements. Traffic design standards shall be consistent with generally accepted park planning and engineering guidelines.

- 2.5. **Maintenance and Operations.** Provision and responsibility for maintenance of improvements and activities shall be described and included in plans. It is the understanding that facilities, improvements, and activities within the passive use area of the park are the responsibility of Wright County, and that facilities, improvements and activities within the active area of the park are the responsibility of the City of Monticello. At such time the County or City requests to program outside of their limits and such program is agreed to by the responsible party, the proposing entity shall be responsible for staffing, setup, maintenance, and cost.
- 2.6 **Resources.** The natural resource base will be protected and enhanced during the construction and after improvement and development. This shall include protecting native plant species, and control and removal invasive species where feasible. This shall include protection and restoration of native plant communities.
- 2.7 **Guiding Principles.** Planning, placement and development of the improvements and activities shall be consistent with the intent of the Guiding Principles in section 1.
3. **Regional Park Development:** Each party agrees to develop, operate, control and maintain their specific use area as detailed in this memorandum.
- 3.1. **Concept Development plan.** The Public Agencies have prepared a concept development plan, which depicts the use of the Regional Park and planned improvements. This Plan identifies areas intended for use by each Public Agency.
- 3.2. **Concept Development Revisions.** The Concept Development Plan may be revised from time to time. Any such revision shall be submitted for recommendation to the Joint Powers Authority. Such recommendation shall be forwarded to the respective Public Agency, as necessary. The Concept Plan shall be revised consistent with required review and approvals specific to the Public Agency.
- 3.3. **Building Plans-New Construction.** Each Public Agency shall provide plans and specifications for all buildings and other improvements to be constructed on the Premises to the Regional Park staff.
- 3.4. **Utility plans.** Each Public Agency shall provide plans and specifications to Regional Park Staff for all utilities planned to be installed within the Regional Park. Such utility plans shall also identify proposed shared use and expansion capacity.
- 3.5. **Inspection.** All construction shall meet all applicable building codes and be inspected as required by law. In addition, the City and County will inspect construction and will not unnecessarily delay the progress of the work.
- 3.6. **Remodeling or Removal of Improvements.** Any proposed alteration to constructed improvements at the Premises shall be undertaken with consultation between the Joint Powers Authority and the Public Agencies to assure it is accomplished without undue interference with use of the Regional Park.

COUNTY OF WRIGHT

By _____

Chair of the County Board

By _____

County Coordinator

CITY OF MONTICELLO

By _____

Mayor of Monticello

By _____

Monticello City Administrator