

CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

CITY HALL, 710 E MULLAN AVENUE COEUR D'ALENE, IDAHO 83814 208-769-2252 FAX: 208-769-2383

Mission Statement

To actively strive to provide a quality park system that offers a diverse range of experiences, preserves local resources, and provides a safe, pleasant, and enjoyable environment.

Parks & Recreation Commission Meeting Community Room - Library

AGENDA

July 15, 2024 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) "Conflict of Interest" Declaration
- 4) Approval of April 15, 2024 Minutes Action Item
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to <u>3</u> minutes)
- 8) Parker Subaru Naming Rights Action Item
- 9) Atlas Mill Park New Vendor Location Action Item
- 10) Pump Out Agreement Action Item
- 11) Next Meeting / Adjournment:
 - Monday, August 19, 2024-5:30 pm-Library Community Room



CITY HALL, 710 E. MULLAN AVENUE COEUR D'ALENE, IDAHO 83816-3964 208-769-2252 – FAX 208-769-2383

PARKS & RECREATION COMMISSION MINUTES April 15, 2024 – 5:30 p.m. COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair Warren Bakes Jim Lien Bridget Hill Mike McDowell Ginny Tate Christie Wood, Council Liaison

ABSENT:

Grace Wickham, Student Rep Tyler Voorhees, Alt Student Rep

STAFF PRESENT:

Bill Greenwood, Parks & Recreation Director Melissa Brandt, Transcriptionist Nick Goodwin, Urban Forester Monte McCully, Trail Coordinator Todd Feusier, Street Department Director

GUEST(S):

Justin Shaw, HMH Engineering

CALL TO ORDER: Commissioner Cranston called the meeting to order at 5:30 p.m.

1. ROLL CALL

Seven members present, resulting in a quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner McDowell led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None

4. <u>APPROVAL OF MINUTES</u> – Action Item

Commissioner McDowell made a motion to approve the minutes of December 18, 2023. Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: Water has been turned on and irrigation will be running. We are cutting back in areas where we do not use river, lake, or pond water, we are doing our part to conserve water. McEuen, City Park, Riverstone, and Atlas Mill parks do not use domestic water. We will also post a sign at the McEuen splashpad to educate the public as we will also cut back on run time; splashpads do use domestic water. Turning on the systems requires more than 160 backflows are checked. We have five certified park testers in and three in our building division. We'll be fertilizing this week. We have purchased a fertilizer spreader to use on all the islands and parking lots the liquid

fertilizer works really well. Restrooms have been opened up, except for Bluegrass Park as it was vandalized last week prior to being opened up. Some kids were caught tagging the building and vandalizing a work project being done by one of our staff. Police were called and arrived quickly. It was disheartening for staff to witness these kids laughing and playing on their phones like nothing had happened. Bluegrass won't open up until splashpads are turned on Memorial Weekend. Last weekend Northshire restroom had been opened only a couple days and was also hit very hard with vandalism. Winton restroom is only opened for events due to vandalism every night. The ice rink damaged the turf in areas where they drive in and out of the park. Staff have installed turf block that allows grass to grow through the block. If it works well, we may do more areas. There was a Letter to the Editor in the Press announcing the "Re-Leaf" Program. The indication from the letter is that the City should mind our own trees, pointing out the seawall trees, and lack of, at City Park, We had issues along the wall, severed irrigation, a tree that was replaced was found torn out of the ground and stuffed in a restroom toilet. It's a tough area to grow trees. During tree thinning along the dyke road in 2015, the Army Corp of Engineers discussed the trees and how they should not be any closer than 35 feet from the wall. Per Army Corp guidelines we can no longer replace trees that die, or come down due to wind, etc. That whole area will need to be redone in the future. We do take care of our areas, but sometimes there is more to the story as to why we have to do what we do. Since last August to this May, between retirees, resignations, and people being let go, we've had eight staff vacancies. In the last 30 days, we have had a total of four positions to fill and were able to do so with the last pool of candidates. Seasonal hiring has started, we plan to hire eight this season. A long grassy strip between Ramsey Park and Ramsey Road has been removed and replaced with rock, to save on watering. We completed the same project at Bryan Field earlier and next year our budget will include the same work at Person field. We are working with Winton School PTA to fence off some property for them to install a new playground they are fundraising to complete. We recently installed irrigation, planted trees, and sprayed with clover, with our new hydroseeder at the parking lot in Midtown Hydroseeding makes guick work in the cemetery as well when graves require re-seeding. Mooring docks will open before the season begins. Budgeting for a new playground at Bluegrass, the current 28-year-old structure was burned from vandalism. Installation is planned for fall.

Cranston: Is there anyway to be proactive against vandalism instead of reactive, how much is spent on cleaning up and repairing? Greenwood: We seek restitution when we can, PD has been very reactive which is helpful. Staff take pictures and document the graffiti. Costs vary, to resurface the McEuen basketball courts after vandalism, the cost was \$12,000. The effect on staff and community is worse, restrooms are closed, staff work hard to produce great facilities.

McDowell: What about cameras and, are we in a water shortage this year? Greenwood: Budgeting this year for a phone line communication in remote areas off our network, that will be part of this years' budget to price out phone lines and cameras in remote sites. Not a shortage, but water delivery is overworked. The City and School District have been operating on alternate days to help.

6. COMMISSIONER COMMENTS

None

7. PUBLIC COMMENTS

None

8. INDEPENDENCE POINT CONCESSION – Action Item

Commissioner Cranston read the staff report for the record.

Director Greenwood: We were disappointed there were no submissions. Mr. Peltekian was at City Hall and through discussion with our deputy city clerk, indicated an interest in the Independence Point location. I met with him and we negotiated the price point. He'll get a late start so the fee is prorated.

Commissioner McDowell made a motion for the Parks and Recreation Commission to recommend that Council enter into a food concession agreement with Majestic Eagle LLC, for the 2024, 2025, and 2026 seasons at Independence Point to serve wood-fired pizzas and soft drinks, Commissioner Lien seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

9. PHIPPENY STORMWATER PROJECT – Information item

Director Greenwood: Swales are installed to capture stormwater. The south end of Phippeny park doesn't get much use. The swale will capture water that normally goes into the lake. Some trees will be removed and replaced with more suitable for that area. Clover will be planted so no mowing will need to take place.

Director Feusier: Our stormwater efforts directly affect lake health. Through grants from the State of Idaho, we are able to reduce phosphorus going into the lake by installing swales to collect outfall. Justin Shaw: Working on stormwater engineering for a number of years for the City. The swales reduce phosphorus getting to the lake and utilize city infrastructure to repurpose the water. The swale will be 7-8 feet at deepest, 4 to 1 slope coming up, safety slope, not a hazard for slipping. This will provide treatment of 33 acres of drainage basin, pull outflow offline, utilizing the existing infrastructure, through an extensive network that conveys the runoff. Grates are catch basins for the water. Will be a great addition to the stormwater system.

10. CANFIELD AND TUBBS HILL FUEL MITIGATION – Information Item

Goodwin: Veterans Centennial Park is complete. We have a grant for \$126,000 for Canfield that expires in November, 2025. We have a project manager creating a prescription for fuel mitigation. Work on Fernan was the same process. Canfield deal with ladder fuels. County worked with us on these projects, recognizing our goals for a light touch and our priorities for completion. For Tubbs Hill, we have received the grant and currently waiting for the Memorandum of Understanding from the State of Idaho. The Tubbs Hill Foundation will be involved and help communicate with the public. A presentation will be brought to the Commission to share with the public. The match for Tubbs grant includes \$12,000 from the Tubbs Hill Foundation, we have a great partnership with the group. Recently installed a new retaining wall to shore up trails on Tubbs. We have invested in some equipment to help keep going on this work. The engineer of the original wall helped give guidance to the work he helped complete more than 20 years ago. Very impressive work. Through our Re-Leaf planting program, an annual program for CDA residents, we will be planting 65 trees in ight of way locations. Planting will start after Arbor Day the end of this month. We are able to do

the planting inhouse and save money on hiring a contractor, last year we were able to buy a trailer with the savings. Trees that come down in wind storms, from disease or removal due to health, are utilized in our parks, streets and engineering, wastewater, and water, with wood chips, to help with compost, lining trees, planting mulch, and bed mulch. We can't use the wood chips in playgrounds, but there are spots where we can utilize chips. Leaf foliage and chipped materials are used as soil improvements. Waste material use as something that is good for the environment. We purchased a wood mill utilizing wood that came down due to the windstorm in 2021, making slabs, milled lumber has been used for all kinds of construction projects. We've installed five in McEuen along the trail from recovered wood. Our talented staff utilized the lumber and Tom Meek crafted the metal legs for the benches, and we have a porta potty structure built by an Eagle Scout. Arbor Day is April 26, 2024. We will be giving away seedlings and plant six trees at Atlas Mill Park from 11 am to 1 pm. We will also plant a tree donated by citizen, Bonnie Warwick.

11. PRIORITY CORRIDORS – Action Item

Commissioner Cranston read the staff report for the record.

McCully: This project has been a long time coming, since 2008. The objective is to create a complete sidewalk network; all of the data for this project was completed by volunteers who are part of the Ped/Bike Committee. Efforts will reduce the number of pedestrians walking in the street with vehicles. There are many missing sidewalks in the southeastern and northwest areas of the city due to older homes and industrial zones. Thirty percent of the City of Coeur d'Alene doesn't have sidewalks, including school zones. Older portions of town have the fewest sidewalks. The city does have a sidewalk program wherein homeowners can get assistance, similar to our cost share program for removing, replacing, or pruning street trees. This is the first step to request that Planning and Zoning recognize the importance of requiring sidewalks in new construction and rebuilding construction.

Commissioner Lien made a motion for the Parks and Recreation Commission to recommend to the Planning and Zoning Commission amendments to the sidewalk exceptions in Municipal Code §§ 12.28.210, 12.28.230, and 12.28.240 that will allow Priority Pedestrian Corridors to be identified, Commissioner Hill seconded the motion, there being no further discussion, motion passed unanimously.

12. NEXT MEETING / ADJOURNMENT

Commissioner Cranston announced the next meeting date.

Next meeting date:

• Monday, May 20, 2024: 5:30 p.m., Meeting; Library Community Room

Commissioner McDowell made a motion to adjourn the meeting Commissioner Tate seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 6:50 pm.

PARK & RECREATION COMMISSION STAFF REPORT

Date: July 15, 2024

From: Bill Greenwood Park & Recreation Director

SUBJECT: Naming Rights and Donation

DECISION POINT: Should the Parks and Recreation Commission recommend to the City Council that the City enter into a Contribution Agreement for a 10-year term with Parker Subaru for naming rights at the Cherry Hill Park Pickleball Courts?

HISTORY: With private and public partnerships becoming more and more prevalent and necessary, we saw an opportunity to help offset some park costs and create greater public opportunities. On December 5, 2023, City Council approved the Memorandum of Understanding with the Inland Northwest Pickleball Club for the construction of the new pickleball courts at Cherry Hill Park. The Club raised funds through donations and sponsorships to build the upgrades, including an \$85,000 donation by Parker Subaru in exchange for which it will receive naming rights per a Contribution Agreement.

FINANCIAL ANALYSIS: The City is not required to provide any matching funds to accept this donation. The donation from Parker Subaru will go toward the construction of the Pickleball Courts and, in exchange, Parker Subaru will receive naming rights, recognizing Parker Subaru as the major sponsor at the Cherry Hill Pickleball Courts.

PERFORMANCE ANALYSIS: Naming rights are managed by the Panhandle Parks Foundation. The construction and installation of a sign identifying the courts will be done by the Club's contractor, Silver Creek Signs, without charge to the City.

DECISION POINT/ RECOMMENDATION: The Parks and Recreation Commission should recommend to the City Council that the City enter into a Contribution Agreement for a 10-year term with Parker Subaru for naming rights at the Cherry Hill Park Pickleball Courts.

Naming Agreement

This Naming Agreement, effective September 1, 2024, is made and entered into by and between Parker Subaru whose address 314 W. Clayton, Coeur d Alene, Idaho ("Donor") and Panhandle Parks Foundation, Inc., an Idaho nonprofit corporation ("Foundation") for the naming of the pickleball courts at Cherry Hill Park as the "Parker Subaru Pickleball Courts." Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties agree as follows:

RECITALS

The Donor wishes to make a charitable contribution to the use and benefit of the City of Coeur d'Alene ("City") as set forth in this Agreement.

The Foundation desires to accept such contribution, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

- 1. **Contribution**. The Donor hereby pledges to the Foundation, for the use and benefit of the City, the following contribution: Eighty-five Thousand and no/100 Dollars (\$85,000) to name the Cherry Hill Pickleball Courts for a period of ten (10) years. Prior to the end of the term, the Donor will be contacted by the Foundation or the City to offer to renew the Donor's sponsorship agreement for an additional term.
- 2. Payment of the Gift. The Gift is an irrevocable contribution that will used to construct the pickleball courts as approved by the City at the instance of the Inland Northwest Pickleball Club. The contribution will be paid to the Foundation in one lump sum upon execution of this Agreement. The term begins September 1, 2024, and will continue to August 31, 2034.
- 3. <u>Acknowledgment</u>. In consideration for the Contribution, the Foundation and the City will acknowledge the contribution by naming the pickleball courts at Cherry Hill Park "Parker Subaru Pickleball Courts".
- 4. <u>Termination of Naming Rights</u>. In addition to any rights and remedies available at law, the Foundation may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming Rights as follows:
 - a. In the unlikely event the Foundation determines in its reasonable and good faith opinion, that circumstances have changed such that the Name chosen by the Donor would adversely impact the reputation, image, mission or integrity of the Foundation, or the City, by a continued association with the Donor and the continuation of the Naming Rights provided for herein.
 - b. If the Foundation Board determines to terminate this Agreement, the Donor shall be given thirty (30) days' written notice and, if reasonable, an opportunity to correct the circumstances leading to the decision.
 - c. Upon any such termination of this Agreement and/or the Naming Rights hereunder, the Foundation and the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Contribution paid. The Foundation, however, may, in its sole and absolute discretion, determine an alternative recognition for the Contribution received.

5. **Publicity**

For purposes of publicizing the Contribution and the Naming Rights, the Foundation and the City will have the right, without charge, to photograph the Donor and/or the Donor Logo, and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and

reports and publications describing Foundation's development and business activities during the term of this Agreement.

- 6. **Assignment**. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
- 7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
- 8. **Foundation Approval**. This Agreement and the recognition and Naming Rights provided for herein are subject to approval by the City and further will not be effective unless and until approved by the Foundation.

	Panhandle Parks Foundation	
Name	By:	
Name	Name: Title: Executive Director or President of the bo	ard

ACCEPTED AND AGREED TO:

PARKS & RECREATION COMMISSION STAFF REPORT

Date: July 15, 2024

From: Bill Greenwood Park & Recreation Director

Subject: APPROVE NEW VENDOR LOCATION AT ATLAS

PARK (Council Action Required)

Decision Point: To approve a new location at Atlas Park for passive water sports rentals.

History: Atlas Park is Coeur d'Alene's newest waterfront park and it already sees a large amount of use by visitors. The park was constructed with an area built especially for 4 food trucks to operate from Memorial weekend through Labor Day. But we did not consider a location for the public to have passive water sports rental. This would be a similar to the vendor that we have at Independence Point.

Financial Analysis: If approved this would be advertised for bids this summer and with the agreement to begin in the 2025 season. The minimum set bid is \$3000.00 per season which would run from Memorial Day to Labor Day.

Performance Analysis: A passive water sport vendor would provide a service to the public that we do not provide. It is in a good location in a busy area and visible to daily park visitors and new visitors. The lease agreements will require the vendors to keep the area neat and clean, and also impose additional requirements on the vendors consistent with other similar City contracts.

Decision Point: To approve a new location at Atlas Park for passive water sports rentals.

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GENERAL SERVICES/PUBLIC WORKS STAFF REPORT

Date: July 15, 2024

From: Bill Greenwood Parks & Recreation Director

SUBJECT: Acceptance of Donation (Council Action Required)

DECISION POINT: Should Council approve a donation agreement with Kootenai County for the Sanisailor pumpout at the City's mooring docks?

HISTORY: The pumpout station has been at the City's mooring dock since 2001 and has been maintained by the County's staff. The recent installation of the boat garage has made it difficult for the County's to access the pumpout station. The County, therefore, retired the pumpout and has no further use for it. There are two reasonable options available: (1) remove the pumpout station; or (2) have City staff take over the maintenance of the pumpout.

FINANCIAL ANALYSIS: There is no cost to the City for the approval of this donation. We may incur some cost for maintenance and repairs in the future, e.g., hose replacement. Any costs will be paid by the Parks Capital Waterfront Improvement Fund. The pumpout is valued at less than \$10,000.

PERFORMANCE ANALYSIS: The boating community has come to expect and rely on the pumpout station. By the City assuming the maintenance and repair responsibility for the pumpout at the mooring docks, this public service can continue.

DECISION POINT / RECOMMENDATION: Council should approve the donation agreement with Kootenai County for the Sanisailor pumpout at the City's mooring docks.

DONATION AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _______, 2024, by and between Kootenai County, a political subdivision of the State of Idaho, and the City of Coeur d'Alene, a municipal corporation.

WHEREAS, Kootenai County has in its possession a Sanisailor vessel pumpout, identified by the following serial number: 9792, which has been retired from the County and is of no further use to the County; and

WHEREAS, said vessel pumpout is valued at less than \$10,000.00; and

WHEREAS, it is the desire of Kootenai County to donate the above-referenced equipment to the City of Coeur d'Alene, and the desire of City of Coeur d'Alene to accept the equipment for its use.

NOW, THEREFORE, in mutual consideration of the needs of the parties, the parties hereby agree as follows:

- 1. Kootenai County hereby agrees to donate to the City of Coeur d'Alene all right, title and interest it may have in the vessel pumpout referenced hereinabove.
- 2. That the donation of the above-described equipment is being made by Kootenai County to the City of Coeur d'Alene without consideration and without warranty and/or guarantee of its present condition.
- 3. That the City of Coeur d'Alene agrees to accept the donation of the above-described equipment "as is."
- 4. That the City of Coeur d'Alene, and its agents and assigns, hereby agree to hold Kootenai County, and its agents and assigns, harmless from any and all losses, damages, and/or injuries, including death, which may occur or result from the use of the equipment described hereinabove after full execution and approval of this Agreement by both parties.

approved this Ag	greement on the dates ackno	owledged below.
DATED this	day of	, 2024.
CITY OF COE	UR D'ALENE	
By: James Ha	ammond, Mayor	_
ATTEST:		
City Cler	·k	_
DATED this	day of	
KOOTENAI COUNTY BOARD OF COMMISSIONERS		ATTEST: JENNIFER LOCKE, CLERK
By: Leslie Do	uncan, Chair	By: Deputy Clerk
By:Bruce M	attare, Commissioner	
By: Bill Broo	oks, Commissioner	

IN WITNESS of the mutual understanding and consent, the parties have executed and