

### 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**

November 18, 2024 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) "Conflict of Interest" Declaration
- 4) Approval of July 15, 2024 Minutes Action Item
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to 3 minutes)
- 8) Recreation Division Update-Information Only
- 9) Urban Forestry Update-Information Only
- 10) American Legion Agreement Renewal-Action Item
- 11) ITD and FHWA ROW Permission-Action Item
- 12) Next Meeting / Adjournment:
  - Monday, December 16, 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 July 15, 2024 – 5:30 p.m. COMMUNITY ROOM - LIBRARY

### **MEMBERS PRESENT:**

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

### **STAFF PRESENT:**

Bill Greenwood, Parks & Recreation Director Adam Rouse, Recreation Superintendent Melissa Brandt, Transcriptionist

### **ABSENT:**

Warren Bakes

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

### 1. ROLL CALL

Six members present, resulting in a quorum.

### 2. PLEDGE OF ALLEGIANCE

Commissioner Lien led the Pledge of Allegiance.

### 3. CONFLICT OF INTEREST

None

### 4. APPROVAL OF MINUTES – Action Item

Commissioner Lien made a motion to approve the minutes of April 15, 2024. Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

### 5. STAFF COMMENTS

Director Greenwood: A new Tubbs trailhead at the museum is complete. We have a new vendor operating at Independence Point selling pizza, and at Atlas Mill Park we have the Sugar Shack and Go Getter coffee. Holding back at this time on refilling positions. We are cutting back on water in all the parks except McEuen, Atlas Mill Park, Riverstone and City Park, they utilize lake, river, and pond water. In the last 16 months or so, we have had resignations, retirements, and terminations resulting in lots of movement within the department, many new faces catching up on the work. The INWPC pickleball tournament was held at Cherry Hill last week with 500 participants. A big number for this tournament. Mooring docks are complete except for new LED lighting to be installed to replace the old fixtures, should finish these by the end of July. Live After Five will not continue, the series was terminated due to breach of the

agreement. There are people interested in continuing a series. We will go out to bid with a Request for Qualifications later this year or early next year. Paula Austin retired from the City in May after 42 years. Adam Rouse is our new Recreation Superintendent.

Superintendent Rouse: Excited in the role, been with the city 20 years, working toward this opportunity his entire career. Streamlining processes that were somewhat outdated. Fully utilizing the online program not just for registrations, but also putting together rosters, game schedules, and making it easier for volunteer coaches. Our golf program went from 80 kids to 200, with most classes filing up in the first three days. A great program and partnership with the public golf course. We had 175 people participate in pickleball lessons through our partnership with INWPC. Working now on new and updating contracts, and MOUs with American Legion, Little League, and NIC. These will be brought to the Commission for approval. The Jewett House garage rebuild came in under budget and now includes a restroom for use by our guests instead of porta-potties. We utilized the savings to work with the Street Department to redo the driveway and parking lot, we made electrical upgrades, the house was painted inside, and two weeks ago our park staff completed some landscape work. The property is looking really good. The revenue account for the house is at the highest it has ever been and will help pay for needed maintenance and upgrades.

Wood: Acknowledge the 42 years Paula worked for the City, amazing longevity between her and her father, Ron Edinger.

### 6. COMMISSIONER COMMENTS

Wood: Atlas Mill Park is fantastic, enjoys the vendors at this location, Sugar Shack and Go Getter Grounds.

### 7. PUBLIC COMMENTS

None

### 8. PARKER SUBARU NAMING RIGHTS – Action Item

Commissioner Cranston read the staff report for the record.

Director Greenwood: We've done this at the McEuen Avista Pavilion and Thorco Field at Ramsey.

Commissioner Hill made a motion for the Parks and Recreation Commission to recommend the City enter into a Contribution Agreement for a 10-year term with Parker Subaru for naming rights at Cherry Hill Park Pickleball Courts, Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

### 9. ATLAS MILL PARK NEW VENDOR LOCATION – Action Item

Commissioner Cranston read the staff report for the record.

Director Greenwood: When building the park, the idea was to have food vendors, didn't think about other types of vendors. There would be a pre-fab building along the water line for rental staff. It will be a great addition to the amenities.

Commissioner McDowell made a motion to approve a new location at Atlas Mill Park for passive water sports rentals, Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

### 10. PUMP OUT AGREEMENT – Action Item

Commissioner Cranston read the staff report for the record.

Director Greenwood: Maintenance will be winterizing the equipment that is tied to our sewer line. The pump out is a free service and used regularly by the boating community. A big benefit to the public.

Commissioner Tate made a motion for the Parks and Recreation Commission to recommend the City Council approve the donation agreement with Kootenai County for the Sanisailor pumpout at the City's mooring docks, Commissioner Wood seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

### 11. NEXT MEETING / ADJOURNMENT

Commissioner Cranston announced the next meeting date. Director Greenwood indicated there will be an update regarding Canfield and Tubbs Hill Fuel Mitigation at the next meeting.

Next meeting date:

• Monday, August 19, 2024: 5:30 p.m., Meeting; Library Community Room

Commissioner Lien made a motion to adjourn the meeting Commissioner McDowell seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 6:01 pm.

# PARK & RECREATION COMMISSION STAFF REPORT

Date: November 18, 2024

**From:** Adam Rouse, Recreation Superintendent

**SUBJECT:** American Legion Baseball Agreement

**DECISION POINT**: Should the Commission recommend approval of the agreement between the City of Coeur d Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park?

**HISTORY:** The City of Coeur d'Alene first entered into an agreement with American Legion Baseball in 1992 for the use of McEuen Field. American Legion's baseball program was moved to Thorco Field at Ramsey Park and, at that time, we updated the agreement which is currently up for renewal.

**FINANCIAL ANALYSIS:** There will be no additional cost to the City to maintain the field.

**PERFORMANCE ANALYSIS:** This agreement will identify and outline the responsibilities that the City of Coeur d'Alene and American Legion Baseball will have for field maintenance, scheduling, and costs for the American Legion season.

**DECISION POINT/ RECOMMENDATION:** The Commission should recommend to General Services that the City Council approve the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park.

### AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, between the City of Coeur d' Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the Coeur d'Alene American Legion Baseball Inc., a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "Association."

### WITNESSETH:

WHEREAS, the City owns property located at 3525 North Ramsey Road known as Ramsey Park; and

WHEREAS, there is a baseball field located in the southwest corner of Ramsey Park adjacent to The Kroc Center that is known as Thorco Field, which is more particularly described on the attached **Exhibit "A,"** which by this reference is incorporated herein; and

WHEREAS, the Association desires to use the Thorco Field facilities; and

WHEREAS, the parties have reached an agreement as to certain matters regarding Thorco Field.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

- 1. <u>Term:</u> The term of this agreement shall run from May 1<sup>st</sup>, 2025, to August 31<sup>st</sup>, 2029. After August 31<sup>st</sup>, 2029, upon the request of the Association, the Parks and Recreation Commission may recommend to the City Council that this Agreement be renewed for an additional five-year term.
- 2. <u>Admission Costs and Fees:</u> Except for tournaments as provided in Section 4 below, all events at Thorco Field will be open to the general public and no admission fee will be charged by the Association for admission to events held at Thorco Field without permission from the Parks & Recreation Director.
- 3. <u>Field Scheduling:</u> During the term of this Agreement, the City will have priority in the use of Thorco Field, but agrees to allow the Association first priority over other users during the Association's baseball season, which runs from approximately May 1<sup>st</sup> until August 15<sup>th</sup> annually. The City retains the right to schedule additional uses, including non-baseball uses, for Thorco Field at times that do not conflict with the Association's scheduled use of Thorco Field. The Association agrees to provide the City with a schedule of games, tournaments, and practice times no later than May 1<sup>st</sup> of each year to allow the City to prepare a schedule of use for Thorco Field. The Association agrees that it will not assign its designated use times to other groups and/or clubs. The Association

agrees to pay the City for use of the baseball field and lights. Fees due will be: \$2,465.77 for use in 2025. The annual fee will increase 5% in each year of any extension of this Agreement. Payment of the annual fee shall be submitted to the City no later than June 1<sup>st</sup> of each year.

- 4. <u>Tournaments</u>: The Association may reserve Thorco Field for tournament use as authorized by Municipal Code Section 4.30.030.
- 5. Field Maintenance: The Association will prepare and maintain Thorco Field's batting cage dirt, pitcher's mound, dirt infield, and the base path running lanes, including chalking or lining of the field as necessary during their season. The Association is solely responsible for all costs associated with the maintenance activities required by this Section. The base path running lanes must be prepared by hand without the use of motorized equipment. No one under the age of eighteen (18) years of age shall operate motorized equipment for field maintenance on Thorco Field. The City will allow the Association to utilize certain equipment for maintenance of the infield edge. All mowing and general turf care will be performed by City staff. No mowing, edging, or any type of turf maintenance shall be done by the Association. The City and Association will have a field maintenance meeting prior to the beginning of the season.
- 6. <u>Field Alterations</u>: The Association will not make any alterations, including alterations to the irrigation system, without the express written consent of the City. Any approved alterations or other improvements proposed by the Association shall be paid for by the Association. Any alterations or other improvements that are affixed to Thorco Field become the property of the City and the Association hereby waives all claims of ownership therein.
- 7. <u>Field Damage</u>: The Association is solely responsible for repairing any damage to Thorco Field, including but not limited to the following: fencing, dugouts, batting cages, scoreboard lighting, Press Box, Concession Trailer and storage sheds, resulting from the Association's use of Thorco Field.
- 8. Storage Facility: The Association will be allowed to utilize the City's two (2) 10' x 12' storage sheds at Thorco Field for the duration of this Agreement for the sole purpose of storing materials and equipment directly related to the use of Thorco Field. If at any time during this Agreement the Association desires to add an additional storage, it may make a written request to the Parks & Recreation Director who, in his or her sole discretion, will determine whether to allow the placement of an additional shed. The Association will bear all costs associated with an additional shed, if approved, including any permit costs that may be required.
- 9. <u>Press Box:</u> The City will make the Press Box available for the Association's use during its season. However, the use by the Association is non-exclusive and the City reserves the right to use the Press Box for other activities. The parties will conduct a walk thru of the Press Box at the beginning of each season and again at the end of the season to ensure that the Press Box is in acceptable condition. No alterations or modifications to the Press

Box will be made by the Association without the express written consent of the City. Prior to each season during the term of this Agreement, the Association will pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Press Box and a fifty dollar (\$50) refundable cleaning deposit for the Press Box. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Press Box is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Press Box will be immediately repaired by the Association at its sole cost.

- 10. <u>Concessions</u>: The City will make the Concession Trailer available at Thorco Field for the Association's use during its season. The Concession Trailer is only to be transported by City Staff. The parties will conduct a walk thru of the Concession Trailer at the beginning of each season and again at the end of the season to ensure that the Concession Trailer is in acceptable condition. No alterations or modifications to the Concession Trailer will be made by the Association without the express written consent of the City. Association agrees to keep the Concession Trailer clean at all times and will also be responsible to notify City staff when the grey water tank needs to be emptied. City staff will coordinate the emptying of the grey water tank in accordance with all relevant City and Panhandle Health District requirements. All needed permits for use of the Concession Trailer must be obtained and paid for by the Association. The Association shall provide trash cans at the Concession Trailer and place all food preparation material in bags to be stored in a mutually acceptable location. The Association will turn over the Concession Trailer to the City at the end of its scheduled season in the same condition as it was received, cleaned and empty of all food products. Prior to each season during the term of this Agreement, the Association will pay to the City a one-hundred-dollar (\$100) refundable deposit for six (6) keys to the Concession Trailer and a fifty dollar (\$50) refundable cleaning deposit for the Concession Trailer. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Concession Trailer is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Concession Trailer will be immediately repaired by the Association at its sole cost.
- 11. <u>Banners</u>: Sponsorship banners shall not go over the fence or onto the ground. Sponsorship banners shall only be displayed from May 1<sup>st</sup> through August 15<sup>th</sup>. Any and all proceeds of these sponsorships will go to the Association.
- 12. <u>Vehicles on Field and Parking:</u> The Association agrees that it will not allow any of its users to park or drive any vehicle on or over Thorco Field or the Prairie Trail, which is adjacent to Thorco Field, with the exception of supervised deliveries and work.
- 13. <u>Portable Fencing:</u> The Association may install, at its cost, portable fencing in locations approved by the Parks & Recreation Director. The fence material and method of installation must also be approved by the Parks & Recreation Director. Portable fences

- cannot be installed more than twenty-four (24) hours before a tournament and must be removed no later than twenty-four (24) hours after conclusion of a tournament.
- 14. <u>Loudspeakers:</u> Any use of loudspeakers must conform to Municipal Code Chapter 5.24.
- 15. <u>Hold Harmless:</u> The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use and/or maintenance of Thorco Field. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurance or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk on or before execution of this Agreement which certificate must be approved by the City Attorney.
- 16. <u>Compliance with Law:</u> The parties will abide by all the laws, ordinances, regulations, and policies of the City, the State of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.
- 17. <u>Termination/Default:</u> In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, the City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, require specific performance of the terms hereof, or may seek any remedy that is available in law or in equity.
- 18. <u>Section Headings:</u> The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 19. <u>Attorney's fees:</u> Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
- 20. <u>Choice of Law/Jurisdiction:</u> This Agreement shall be governed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.
- 21. <u>Entire Agreement:</u> This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

## ACCEPTED AND AGREED TO: Coeur d'Alene American Legion Baseball, Inc. By:\_\_\_\_\_ Name Name: Title:

## PARKS & RECREATION COMMISSION STAFF REPORT

DATE: 11/18/2024

FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator

**SUBJECT:** Fernan Natural Park Connection Trail (action required)

### **DECISION POINT:**

Will the Parks and Recreation Commission recommend City Council allow the Parks and Recreation Department to enter into a maintenance agreement with ITD in order to gain permission from them to construct a connector hiking trail from Fernan Village to the Fernan Lake Natural Park trail system?

### HISTORY:

Fernan Lake Natural Park is a 54 acre preserve located on the north facing slope of Potlatch Hill and along the south shore of Fernan Lake. The preserve was acquired in 2008 and open for public use in 2009. The park is accessed through a trailhead on Potlatch Hill Road and contains approximately two miles of hiking trails that provide access to the lake shore and the ridge tops. Mark Jones volunteered for 10 years to help create the trail system that is currently in place and was a strong advocate for connecting the trail system to Fernan Village. The current trailhead parking lot is 2 miles away from Fernan Village and other downtown neighborhoods. The main goal of creating this connection is to provide a hiking trail which local residents can access without having to get in their cars and drive to it.

### **FINANCIAL ANALYSIS:**

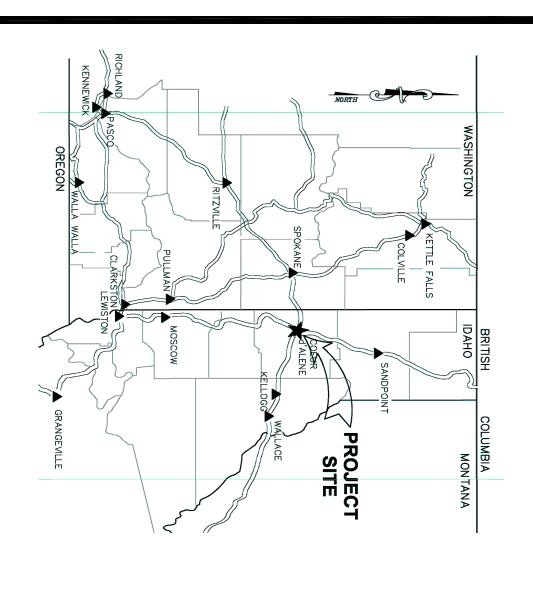
There is no direct financial impact on the City, other than staff time to organize volunteer groups to dig and shape the trail.

### PERFORMANCE ANALYSIS:

Constructing this trail will provide greater access to our hiking trails on Fernan.

### **DECISION POINT/ RECOMMENDATION**

Recommend City Council allow the Parks and Recreation Department to enter into a maintenance agreement with ITD in order to gain permission from them to construct a connector hiking trail from Fernan Village to the Fernan Lake Natural Park trail system.



# Construction Drawings

# Fernan Connector Trail Fernan Park to Fernan Lake Natural Area

November 2024

Sta. 16+45 to Sta. 20+11	C-3
Sta. 13+05 to Sta. 16+45	C-2
Sta. 10+00 to Sta. 13+05	C-1
Typical Sections	G-3
General Project Notes & Project Location Map	G-2
Title Sheet	G-1
Description	Sheet Number
Sheet Index	

City of Coeur d'Alene Kootenai County, Idaho

Coeur d'Alene

IDAHO



# General Project Not es

- ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON BEST AVAILABLE INFORMATION AND ARE FOR REFERENCE ONLY. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY OWNERS FOR ACTUAL FIELD LOCATIONS PRIOR TO CONSTRUCTION. CALL BEFORE CALL BEFORE YOU DIG UTILITY ONE CALL NUMBER 811
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE ON ALL TRAILS.

5

- CONTRACTOR TO COORDINATE WITH CITY TRAILS COORDINATOR PRIOR TO CLOSURE OF ANY
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND FEES REQU IRED FOR THE WORK.
- APPROACH LOCATIONS ARE APPROXIMATE AND EXACT LOCATIONS WILL CITY PRIOR TO CONSTRUCTION. BE IDENTIFIED BY THE
- EXCAVATION AND SOME SHRUB REMOVAL IS CONSIDERED INCIDENTAL TO THIS PROJECT.
- TRAIL ELEVATIONS MAY BE VARIED TO REDUCE IMPACTS ON ADJACENT FEATURES.

UNDERGROUND SERVICE ALERT ONE-CALL NUMBER CALL TWO BUSINESS DAYS BEFORE YOU DIG

DATE: SHEET NO:

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PROJ NO:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DWG NAME:

City of Coeur d'Alene Fernan Connector Trail

General Project Notes & Project Location Map



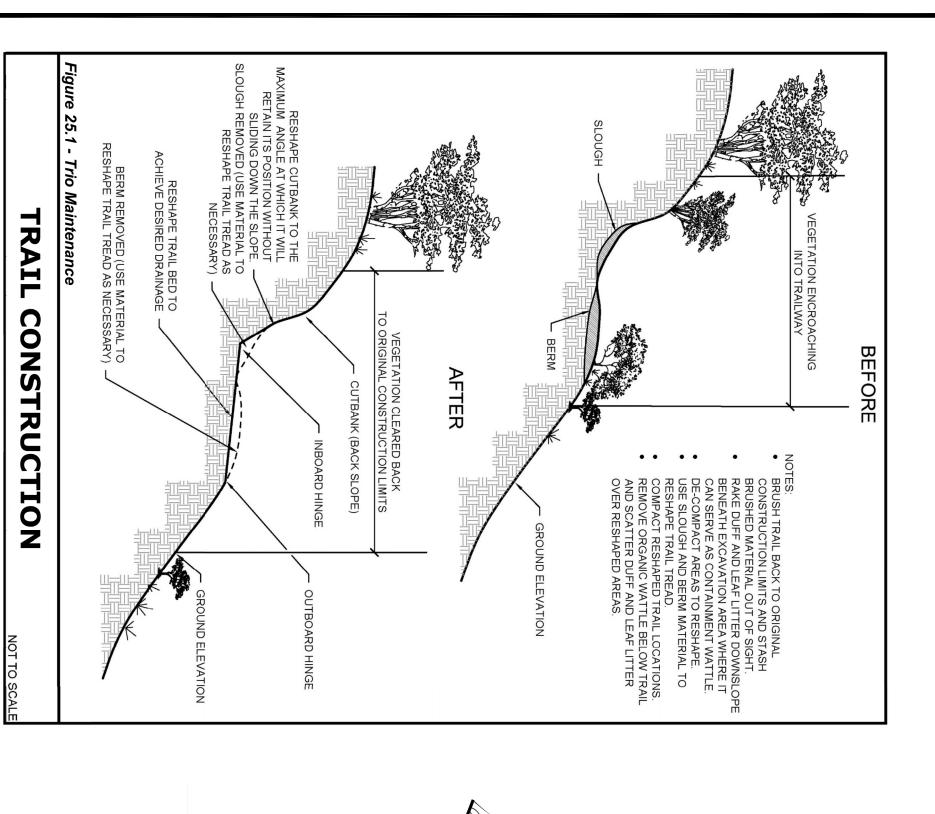
City of Coeur d'Alene 710 E. Mullan Ave Coeur d'Alene, ID 83814 208-769-2300 www.cdaid.org

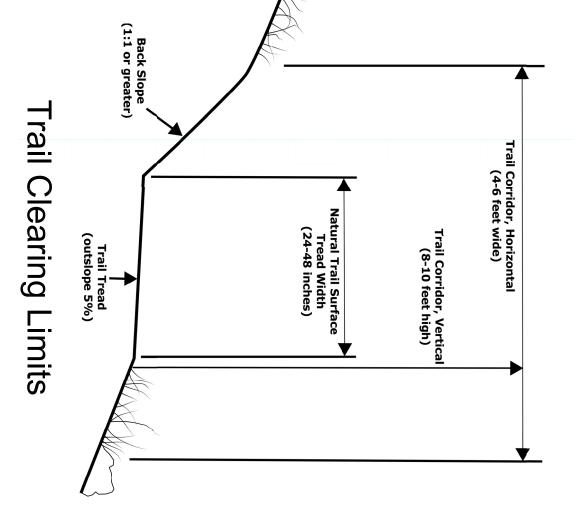
REVISION DESCRIPTION NO. DATE BY

**NOT FOR** 

PRELIMINARY:

CONSTRUCTION







	SHEET NO:	DATE:	DWG NAME:	CHECKED BY:	DRAWN BY:	DESIGNED BY:	PROJ NO:	0
3-3		November 4, 2024	Fernan Trail Design.dwg	M. McCully	C. Bosley	C. Bosley	-	

City of Coeur d'Alene Fernan Connector Trail

Typical Sections

City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208-769-2300
www.cdaid.org

NO. DATE REVISION DESCRIPTION BY

CONSTRUCTION

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PRELIMINARY:



