



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

April 14, 2025 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) “Conflict of Interest” Declaration
- 4) Approval of February 24, 2025 Minutes – Action Item
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to **3** minutes)
- 8) NIC Outdoor Pursuits Agreement-Action Item
- 9) Coeur d’Alene Umpires’ Association Agreement-Action Item
- 10) Coeur d’Alene Little League Agreement Renewal-Action Item
- 11) Arbor Day Presentation-Information Item
- 12) Dale Young “Millstone” Niche Wall Pricing-Action Item
- 13) Next Meeting / Adjournment:
 - Monday, May 19, 2025-5:30 pm-Library Community Room

The City of Coeur d’Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact the Parks Department at (208)769-2252 at least 72 hours in advance of the meeting date and time.



CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

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

PARKS & RECREATION COMMISSION MINUTES

February 24, 2025 – 5:30 p.m.
COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair
Warren Bakes
Christie Wood
Jim Lien
Ginny Tate

STAFF PRESENT:

Bill Greenwood, Parks & Recreation Director
Jordan Anderson, Recreation Coordinator
Chris Bosley, City Engineer
Melissa Brandt, Transcriptionist

ABSENT:

Mike McDowell
Bridget Hill
Jerren Bailey

GUESTS:

Justin Shaw, HMH Engineers

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

1. ROLL CALL

Five 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 Wood made a motion to approve the minutes of January 27, 2025. Commissioner Tate seconded the motion, there being no further discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: Introduced our recreation coordinator, Jordan Anderson to give a recreation update.

Anderson: With the department for ten years and in this role for 7 months. Basketball is one of our largest programs that spreads out over six months. Finishing up the leagues with 900 kids participating. Twenty teams were in our adult basketball leagues. Registering now for K-8 soccer, with usually 600-700 kids participating. Swim registration was today for the next six-week session, 130 kids were signed up. Adult softball generally sees about 80 to 90 teams. Registrations for all programs are now online, except for swim. T-ball camp is coming up as well, normally 20-30 kids

participate at Ramsey Park. Partnering with NIC Outdoor Pursuits to offer sailing, kayaking, rafting, adding an outdoor recreation component. This year compared to previous years our programs have grown 10-15%. The accessibility of online registrations, better marketing, and using the website more effectively has helped grow all programs. Facilities and staffing both good, our fields, gyms through a partnership with School District 271, and rental of the McGrane Center, we're in good shape. Referees are doing great.

Greenwood: Some agreements coming up in the next month or two include Little League and the Buoy Boys Harbor House agreement. Wind forecast this evening with the thaw and soil saturation, we'll close the cemetery if necessary for safety. New administrative assistant will start in early March, we hired internally. Interviewing for two vacant grounds maintenance positions will take place this week. Fencing is going up around Bluegrass playground; it is being replaced. A new playground was budgeted and purchased last fall. Once started, it should be done in a couple weeks. The Tubb's fuel mitigation federal grant has been paused. No estimate as to when funds will be released from this pause. Idaho Department of Lands will share information as known.

6. COMMISSIONER COMMENTS

None.

7. PUBLIC COMMENTS

None.

8. G.O. PHIPPENY STORMWATER PLAN – Information Item

Director Greenwood: Justin Shaw with HGH Engineering firm will go over the timeline. Shaw: Working on this for a little more than a year. The project went out for bid in January. This project is being completed with a Department of Environmental Quality grant. The swale will filter a lot of runoff water, treating it before it hits the lake. Five drywells will be in this location. We have a similar swale near Canfield that has been in service for 20 years catching heavy debris. The design of the swale will include an asphalt walkway through the park east to west from 7th to 8th street, the path will also make it easier for city to maintain the swale. Several ash trees will be removed with replacement trees planted. The swale will have soft slopes, with the deepest point being seven feet. A start date of early March, the contractor will have 30 working days to get the project done, depending on conditions and approval to start by City.

9. NEXT MEETING / ADJOURNMENT:

Commissioner Cranston announced the next meeting date.

Next meeting date:

- Monday, March 17, 2025: 5:30 p.m., Meeting; Library Community Room

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

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: April 14, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: NORTH IDAHO COLLEGE OUTDOOR PURSUITS *(Council Action Required)*

DECISION POINT: Should GS/PW Committee recommend that Council enter into an Memorandum of Understanding agreement with NIC Outdoor Pursuits program?

HISTORY: The Recreation Division has had joint ventures with NIC for a number of years. This program will help re-establish and open up opportunities for more partnerships and more recreation offerings for the public.

FINANCIAL ANALYSIS: The Recreation Division will manage all registrations for specific public programs. NIC will staff and provide equipment for the programs. The City will collect all fees and distribute eighty-percent (80%) to NIC.

PERFORMANCE ANALYSIS: This agreement will properly record the partnership between the City and North Idaho College Outdoor Pursuits with options for renewal.

DECISION POINT / RECOMMENDATION: The GS/PW Committee should recommend that Council approve a Memorandum of Understanding with North Idaho College Outdoor Pursuits.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE AND
NIC OUTDOOR PURSUITS/DOGS MILE ADVENTURES
FOR VARIOUS OUTDOOR RECREATIONAL PROGRAMS**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("City") and North Idaho College Outdoor Pursuits ("NIC"), and is intended to document the parties' understanding for, and agreement to cooperate and partner on providing, outdoor recreational programs.

II. RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, NIC is a comprehensive community college, located in Coeur d'Alene, Kootenai County, Idaho, whose mailing address is 1000 West Garden Avenue, Coeur d'Alene, Idaho, 83814; and

WHEREAS, NIC would like to partner with City to provide sailing, paddleboarding, and kayaking activities for the public; and

WHEREAS, it is the mutual desire of City and NIC to memorialize their understanding and agreement with respect to their outdoor pursuit partnership; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this MOU shall be one (1) year agreement, commencing on the date the parties have signed this MOU.
2. This MOU may be renewed for an addition five (5) year term upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof. The terms of any renewal shall be the same as contained herein or upon such other terms and conditions the Parties may agree in writing.
3. Either party may terminate this MOU at any time by giving ninety (90) days written notice of such termination to the other party and specifying the effective date of such termination. In that event, the City shall be entitled to receive fees accrued to the date of termination.

- B. Fees: The City agrees to register individuals for outdoor pursuit programming. NIC will staff the program activities. The City will collect all fees and distribute 80% of program revenue to NIC.
- C. Schedule: The City will adhere to the scheduled programs provided by NIC that will originate at the NIC beach, and provide NIC with at least two (2) weeks' notice to allow communication with its members for the agreed upon programs.

IV. TERMS FOR EVENTS:

- A. NIC shall maintain general liability insurance with limits of at least \$1,000,000, proof of which shall be provided to the City, naming the City of Coeur d'Alene as an additional insured;
- B. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omissions, or negligence of its own officers, agents, and employees.
- C. The lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE OUTDOOR PURSUITS

Woody McEvers

_____, _____
Name Title

ATTEST:

Renata McLeod, City Clerk

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: April 14, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: COEUR D'ALENE UMPIRES' ASSOCIATION, INC. *(Council Action Required)*

DECISION POINT: Should GS/PW Committee recommend that Council renew the use agreement with Coeur d'Alene Umpires' Association, Inc., (CUA) for the term February 7, 2025 through November 30, 2027?

HISTORY: CUA has been a long-term established partner with the City providing professional umpire services for spring and fall adult softball leagues.

FINANCIAL ANALYSIS: The City will pay CUA \$700 annually for administrative fees, and game fees as outlined in the agreement.

PERFORMANCE ANALYSIS: The parties agree that CUA is an independent contractor of the City and neither CUA nor officials provided by CUA are employees of the CITY. Neither CUA nor officials provided by CUA are eligible for, and shall not participate in, worker's compensation, employee pension, health, or any benefit of employment from the CITY. The CITY shall have no control over the performance of officiating duties of CUA or officials provided by CUA except to specify the time and place of performance.

DECISION POINT / RECOMMENDATION: The GS/PW Committee should recommend that Council approve an agreement with Coeur d'Alene Little League Association.

OFFICIALS SERVICES CONTRACT

between

CITY OF COEUR D'ALENE

and

COEUR D'ALENE UMPIRES' ASSOCIATION, INC.

THIS "AGREEMENT" is made between the City of Coeur d'Alene, Idaho, a municipal corporation, 710 E. Mullan Ave, Coeur d'Alene, ID 83814, hereinafter referred to as the "CITY," and the Coeur d'Alene Umpires' Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, whose principal place of business is 1845 E. Jenny Lynn Lane, Coeur d'Alene, Idaho, 83815, hereinafter referred to as "CUA."

WHEREAS, the CITY and CUA have determined that it is in their mutual interest to contract for the services provided herein.

NOW THEREFORE, the CITY and CUA hereby agree as follows:

1. **TERM:** This contract shall be effective from February 7, 2025, through November 30, 2027.
2. **INDEPENDENT CONTRACTOR:** The parties agree that CUA is an independent contractor of THE CITY and neither CUA nor officials provided by CUA are employees of the CITY. Neither CUA nor officials provided by CUA are eligible for, and shall not participate in, worker's compensation, employee pension, health, or any benefit of employment from the CITY. The CITY shall have no control over the performance of officiating duties of CUA or officials provided by CUA except to specify the time and place of performance.
 - a. CUA, acting as an independent contractor, agrees to provide officials who will officiate at a level customarily expected of an official belonging to a professional sports officials' organization. CUA will be responsible for all officials being well versed on rules of play for the division being officiated. Nothing herein shall be deemed to create an employer-employee relationship between CUA, or any official, and the CITY. CUA, or the individual official, shall be responsible for and take all steps necessary to provide for individual official safety.
 - b. CUA Officials work as independent contractors through CUA. CUA does not provide worker's compensation to the independent contractors. All CUA officials are registered with the Softball of Idaho (SOI) which provides liability and accident insurance. If it is determined that officials of CUA are required to have worker's compensation insurance, CUA will indemnify and hold harmless the City from any liability of the City for such worker's compensation insurance.
 - c. Officials provided by CUA shall, prior to officiating for the CITY, attend training

sessions and undergo testing by CUA to assure the quality of officiating as stated in Paragraph 2. All officials provided by CUA must be current members in good standing of the SOI. CUA shall supply, at CUA's sole expense, all equipment, tools, supplies, and materials to accomplish the services to be provided herein.

- d. Officials provided by CUA shall make decisions on any disputes in league play; the official's decision is final. The officials will be responsible for being well versed on rules of play for the division being officiated.
 - e. CUA shall be thorough and consistent in recording and notifying the CITY concerning player ejections and unsafe playing conditions. CUA will instruct the scorekeeper to document the incident in the scorebook or other form as required by the CITY when the incident occurs during the game in which the incident occurred. A more detailed account, if requested, is to be provided to the CITY by CUA within 24 hours. Required information includes the time, the inning, a brief and concise incident description, the player's name, and team name so that the CITY may contact the player and manager. If no documentation is kept, or no action is taken by the CUA official when any incident takes place, the CITY shall not be held responsible for enforcing any consequences.
 - f. Should any injury occur to any player or official that requires the individual to leave the game, CUA will instruct the scorekeeper to document the incident in the scorebook or other form provided by the CITY when the incident occurs during the game in which the incident occurred. Required information includes the type of injury sustained, the player's name, and team name so that the CITY may contact the manager in order to complete an accident report.
 - g. The CITY shall notify CUA of any incidents, issues or concerns that the CITY has with or is made aware of concerning an official within 24 hours of recognizing or being made aware of said incident, issue or concern. This will include any official who is late or does not show up for an assigned game.
 - h. CUA, and its employees, agents, contractors, and representatives, shall comply with all applicable State laws, and City Code and regulations.
3. **DISPUTE RESOLUTION:** CUA will work with representatives of the CITY to resolve all problems that arise under this AGREEMENT, and will make good faith effort to act on and correct or improve issues raised. Notice of any act or event that constitutes a violation of this AGREEMENT shall be provided in writing to the CUA Board of Directors and shall be dealt with expeditiously. The CITY reserves the right to terminate this AGREEMENT should any violation of this AGREEMENT remain unresolved after TEN (10) days written notice to CUA of the violation.
4. **TEAMS:** All teams will be registered with and through SOI.
5. **SCHEDULES:** All games will be scheduled through the Assignor as designated by CUA.

The CUA Assignor will be responsible for assigning the respective officials. The CITY will provide the regularly scheduled league schedules to the Assignor Ten (10) days in advance of the respective games. A \$50 per league per day penalty for late schedules will be assessed. CUA and the CITY will work together in scheduling makeup games to ensure officials are available and to best fit within the CITY's regularly scheduled games including same day scheduling if officials are available.

6. **RULES:** League rules will be based upon USA Softball (USAS) rules with the CITY identifying specific league rules in writing to CUA Assignor. The CITY will include in all specific league rules the prohibition of alcohol. CUA will be responsible for providing the league specific rules to the officials. The CITY will provide league rules to the Assignor Ten (10) days in advance of the respective games. A \$50 per league per day penalty for late rules will be assessed.
7. **GAMES:** Games are based upon the following:
 - a. A SEVENTY (70) minute time limit on games, with no new inning to start after the time limit has been reached except in the case of a tie with the USAS Tie- Breaker Rule then being implemented per league rules.
 - b. The USAS Run Ahead Rules.
 - c. Games will be scheduled ONE (1) hour apart.
8. **PAYMENTS:** During the term of this AGREEMENT, the CITY shall pay the following fees:
 - a. Administration fee of \$700.00 annually.
 - b. Game Fees for any part of any games worked:
 - i. 1 official, slow pitch: \$34.00 per game during the softball season from April 1, 2025 through November 30, 2026, and \$35.00 per game during the softball season from April 1, 2027 through November 30, 2027.
 - ii. 1 official, slow pitch stealing: \$36.00 per game utilizing USAS one (1) ball, one (1) strike count with no courtesy foul during the softball season from April 1, 2025 through November 30, 2026 and \$37.00 per game during the softball season from April 1, 2027 through November 30, 2027.
 - iii. Multiple official games: \$32 per official per game during the softball season from April 1, 2025 through November 1, 2026 and \$33.00 per game during the softball season from April 1, 2027 through November 30, 2027.
 - c. For non-weather-related game cancellations, if the CITY provides CUA a Twenty-four (24) or more hour notice in advance of the scheduled game that said game will be cancelled for any reason, or is to be a forfeit, then the CITY shall not be liable for payment of services for that cancelled/forfeited game. If the canceled game is the

middle game of the evening and the last game cannot be moved to that time the official will be paid.

- d. For rained out and weather-related game cancellations by the CITY, if the CITY provides CUA a two (2) or more hour same day notice in advance of the scheduled game time that said game will be cancelled due to weather, then the CITY shall not be liable for payment of services for subsequent cancelled games.
- e. For rained out and weather-related game cancellations by the official upon arrival at the playing field, the official shall be paid for the first game and any game that has started. The CITY will not be liable for payment of services for any remaining cancelled games. The CITY will be liable for full payment of all rescheduled games.
- f. The CITY will pay to CUA the full amount per official when a tournament game is forfeited.
- g. The CITY will not be responsible for full payment of services should an official be more than ten (10) minutes late for an assigned game or fail to show up for an assigned game. If the official arrives more than ten (10) minutes late but before the fourth (4th) inning starts or thirty (30) minutes late, whichever occurs first, the official will be compensated for 50% of the full game fee. If the official arrives after the fourth (4th) inning starts or more than thirty (30) minutes late, whichever occurs first, the official will not be compensated for the game.
- h. CUA retains the right to cancel any game if the need arises based upon the status of current health and safety issues associated with any health or safety risk such as disease or natural disaster. In the case of extreme heat, CUA will adhere to the CUA Extreme Heat Guidelines, available upon request.
- i. For CUA cancelled games due to health or safety risks including extreme heat in advance of the scheduled game, the CITY shall not be liable for payment of services for subsequent cancelled games. For cancelled games due to health or safety risks including extreme heat by the official upon arrival at the playing field, the official shall be paid for the first game and any game that has started. The CITY will not be liable for payment of services for any remaining cancelled games. The CITY will be liable for full payment of all rescheduled games.
- j. Any monies not used as a result of cancelled/forfeited games revert back to the CITY

9. **ELIGIBILITY, SUPERVISION AND CRITIQUE**

- a. The CITY shall be the judge of any player's eligibility for participation in any CITY sponsored game, but such judgement shall be exercised with due respect of the authority and professional opinion of CUA.
- b. CUA shall be the judge of any official's eligibility for assignment in any game, but

such judgement shall be exercised with due respect to any concerns brought forth by the CITY as to an official's ability in mechanics, rules interpretation, and game judgement.

- c. CUA and the CITY agree to evaluate each other's effectiveness in the program and provide constructive recommendations for change. All recommendations shall be in writing.

10. **BILLING:** CUA will bill the CITY for officials' services pursuant to this contract semi-monthly. Bills will be for the work period ending the 15th and 30th day of each respective month under this contract. Payment will be prepaid within seven (7) working days of billing receipt. The Administration fee will be paid by April 1 of the contract year. A 10% penalty for late payments will be assessed.
11. **TAXES:** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the CITY on behalf of CUA or the officials. CUA shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CUA understands that CUA is responsible to pay, according to law, CUA's income tax. CUA fully understands that CUA and contracted officials may be liable to report income received and may be liable for self-employment (Social Security) tax to be paid by CUA or contracted officials according to law. CUA shall notify contacted officials of potential tax implications and liability.
12. **NONDISCRIMINATION:** Neither the CITY nor CUA will discriminate against anyone based on protected characteristics like race, color, religion, sex, national origin, age, or disability, and shall comply with relevant associated state and federal laws.
13. **INDEMNIFICATION:** CUA agrees to defend, indemnify, and hold the CITY harmless from any and all liability, claims, or damages arising out of or in any way connected with CUA's performance of the work described in this AGREEMENT, or work performed by CUA's agent, employees, contractors, or representatives.
14. **TERMINATION:** The CITY and CUA may at any time, after ten (10) days' written notice, terminate this Agreement for a default by the other party as to any term of this Agreement. Prior to termination, the respective party shall be provided seven (7) days to cure any default. The City and CUA may at any time, after ninety (90) days' written notice, terminate this Agreement without cause for its convenience.
15. **ENTIRE AGREEMENT:** This is the entire AGREEMENT of the parties and can only be modified or amended in writing signed by both parties.
16. **SEVERABILITY:** If any part of this AGREEMENT is held unenforceable, the remaining portions of the AGREEMENT will nevertheless remain in full force and effect. If at any point during this agreement, the CITY deems the services provided as unacceptable or detrimental to the program run by the CITY, the CITY reserves the right to terminate this agreement with written notice thereof provided to CUA. If at any point in during this

agreement, CUA deems that it is unable to provide the services herein or it deems continuous of the agreement to be detrimental to CUA, CUA reserves the right to terminate this agreement with written notice thereof provided to the CITY.

17. **CONTACT INFORMATION:** Following is the contact information for the CITY and CUA to be used for direct correspondence for other than assigning games as indicated in Section 5.

City of Coeur d'Alene
Recreation Superintendent
710 Mullan Avenue
Coeur d'Alene, Idaho 83814
208-769-2250

Coeur d'Alene Umpires Association
Assignor/Treasurer
1845 E. Jenny Lynn Lane
Coeur d'Alene, Idaho 83815
208-691-6469

DATED this _____ day of _____ 2025.

City of Coeur d'Alene

Coeur d'Alene Umpires' Association, Inc.

By: _____

By: _____

Date: _____

Date: _____

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: April 14, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: COEUR D'ALENE LITTLE LEAGUE AGREEMENT *(Council Action Required)*

DECISION POINT: Should GS/PW Committee recommend that Council renew the use agreement with Coeur d'Alene Little League Association (Little League) for use of Canfield Sports Complex?

HISTORY: The Little League program has been a long-term established partnership with the City conducts their program at Canfield Sports Complex in the months of March, April, May and early June. Little League offers a competitive program and holds tournaments for area youth.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this MOU.

PERFORMANCE ANALYSIS: This agreement will properly record the partnership between the City and Coeur d'Alene Little League Association with options for renewal and increased fees annually to be in line with other Parks and Recreation Agreements. Little League will pay Five Thousand Dollars and No/100 (\$5,000.00) beginning 2025, with a five percent (5%) increase each year.

DECISION POINT / RECOMMENDATION: The GS/PW Committee should recommend that Council approve an agreement with Coeur d'Alene Little League Association.

AGREEMENT

THIS AGREEMENT is entered into _____, 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 Little League Inc.**, a nonprofit organization, organized pursuant to the laws of Idaho, hereinafter referred to as the "Association."

W I T N E S S E T H:

WHEREAS, the City owns the Canfield Sports Complex that includes ballfields the Association desires to use for its baseball league and tournaments; and

WHEREAS, the parties have reached an agreement as to certain conditions for the maintenance and other matters regarding Canfield Sports Complex, as well as field facilities for practices that include Sunset Field, Person Field, and Bryan Field.

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

1. The parties acknowledge and agree that the owner of Canfield Sports Complex, Sunset Field, Person Fields, and Bryan Field is the City.
2. The Association will pay Four Thousand and No/100 Dollars (\$4,000.00) for the 2025 season. This fee covers use of Canfield Sports Complex for the Association program, district tournament, and practice facilities at Sunset Field, Person Field, and Bryan Field. The Association is required to give 90-days' notice and seek approval from the City if the Association desires to host any additional events and acknowledges additional permit fees will be assessed. The City agrees to receive services from the Association in lieu of fees at its discretion.
3. Schedule: The parties agree to the following availability schedule: Canfield Sports Complex and Sunset Field - April 1 to June 6; Bryan Field - April 1 to July 15; and Person Field - April 1 to June 1. The Association may utilize these locations Monday through Saturday.
4. The Association agrees to pay fees for additional field use not covered in this agreement. Such additional field use will require a separate permit, fees, and approval by the Recreation Superintendent.
5. The Association will complete all field preparation for their use. The Association shall ensure that the facilities it uses are maintained in a neat and clean condition, policing the facilities after each use and depositing trash in the trash containers provided at each facility. The Association agrees that it will not use any City facility in a manner that is contrary to State law or City Code, or this Agreement.

6. The Association agrees to disallow glass containers at any City facility or to allow vendors to dispense drinks in glass containers.

7. The term of this Agreement will begin when signed and end December 31, 2030. Upon letter or email request, this agreement may be renewed for an additional five-year term upon mutual agreement of the parties.

8. The Association understands that during the term of this Agreement, the City may be required to undertake repairs to its property and/or facilities, which repairs may interfere with one or more of the Association's activities. The Association specifically waives any claim as to lost profits or business while said repairs are undertaken, and shall hold the City harmless against any claims by third parties arising out of such work. The City shall not act in such a way as to interfere with the Association's activities unless necessary to preserve life or property.

9. The City may at any time, after ten (10) days' written notice, terminate this Agreement for cause. The City may at any time, after ninety (90) days' written notice, terminate this Agreement without cause.

10. The Association agrees that any modifications to Canfield Sports Complex, not set forth in this Agreement, must be approved by the City and paid for by the Association. This provision is not intended to apply to temporary improvements necessary to facilitate the playing of baseball. However, such determination as to the nature of improvements is temporary shall be made by the Recreation Superintendent.

11. The Association hereby agrees to hold the City, and its elected and appointed officials, employees, and agents, harmless from any and all claims that may arise in any manner from the Association's use of City facilities, or the use of City facilities by anyone acting by, for, or through the Association, excepting only claims arising from the sole negligence of the City. To this end, the Association shall provide liability insurance naming the City as additional insured in the amount of One Million Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. Proof of insurance(s) must be provided to the City each year prior to use of the facilities by the Association. The policy shall provide that notice will be given to the City upon any cancellation, termination, or modification of the policy.

12. Failure of the City to declare any breach or default of this Agreement, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default. The City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

13. The parties agree that lines of communication shall be kept open in order to discuss any concerns arising from the terms of this Agreement and to reach mutually acceptable solutions in a timely manner.

14. This Agreement may be modified only in a writing signed by both parties.

15. This document constitutes the entire agreement between the parties with respect to use of the City facilities.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, and the Association has caused the same to be signed by its President, attested the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE LITTLE LEAGUE INC.

Woody McEvers

By: _____

ATTEST:

Renata McLeod, City Clerk

**Park AND RECREATION COMMISSION
STAFF REPORT**

Date: April 14, 2025
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: SET PRICING FOR NEW MILLSTONE ART NICHE WALL
(City Council Action Required)

DECISION POINT:

Should City Council approve pricing of \$3,500.00 for the 10” diameter x 5” deep niches that will hold one urn, and \$6,500.00 for the 16” diameter x 5” deep niche that will hold up to 4 urns for the exclusive art piece “Millstone Niche” to be installed at Forest Cemetery.

HISTORY:

Dale Young began working on the millstone niche a few years ago. He has completed the work, and we are ready to install this in Forest Cemetery. Dale has also agreed to provide one more “Millstone Niche” to be installed on the niche road location at the cemetery creating a bookend effect.

FINANCIAL ANALYSIS:

The cost of this niche was included in the 24/25 fiscal approved budget. The exclusivity and artistic nature of these niches will make them very popular. We anticipate they will sell quickly. The final approval of this pricing will take place later when the Clerk brings forward the fee increase schedule for the City Councils approval.

PERFORMANCE ANALYSIS:

Dale Young has provided several artwork pieces throughout Coeur d’Alene, including many in our parks. We anticipate these niches will be a popular item due to the one-of-a-kind nature of the artwork.

RECOMMENDATION:

Recommend City Council approve pricing of \$3,500.00 for the 10” diameter x 5” deep niches that will hold one urn, and \$6,500.00 for the 16” diameter x 5” deep niche that will hold up to 4 urns for the exclusive art piece “Millstone Niche” to be installed at Forest Cemetery.