



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

January 26, 2026 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) “Conflict of Interest” Declaration
- 4) Approval of December 15, 2025, Minutes – *Action Item*
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to **3** minutes)
- 8) Specialized Needs Recreation Memorandum of Understanding-*Action Item*
- 9) ‘Surplus Property’ Along the Atlas Trail-*Action Item*
- 10) North Idaho College Memorandum of Understanding-*Action Item*
- 11) Next Meeting / Adjournment:
 - Monday, February 23, 2026-5:30 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

December 15, 2025 – 5:30 p.m.

COMMUNITY ROOM - LIBRARY

COMMISSIONERS PRESENT:

Scott Cranston, Chair
Mike McDowell
Bridget Hill
Christie Wood, Council Liaison
Jennifer Pytlewski, Alternate Student Representative

STAFF PRESENT:

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

ABSENT:

Ginny Tate
Jim Lien
Warren Bakes
Mason TerDoest, Student Representative

GUESTS:

Lindsay Patterson
Essex Prescott
Cory Schneider
Jared Schneider

CALL TO ORDER: Commissioner Cranston called the meeting to order at 5:31 p.m.

1. ROLL CALL

Five members present resulting in a quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Wood led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None.

4. APPROVAL OF MINUTES – *Action Item*

Commissioner McDowell made a motion to approve the minutes of September 15, 2025. Commissioner Hill seconded the motion, there being no further discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: Preparing for forecasted wind this week, the cemetery will be closed by at the end of the day. Introduced Barry Porath, our park superintendent, he ran the west-end of town for a time and has been with the department for six years. Hired three custodians in our building maintenance division providing services at city hall, the library, fire administration, the police station and streets and engineering. We have created a new floor care and lead custodian who will oversee the four custodians. This position will go to city council for approval at the first meeting in January. The old museum demolition started today that area will become a grassy

knoll and become a part of City Park, with irrigation, grass, and landscaping, providing a nice view of the lake.

6. COMMISSIONER COMMENTS

None.

7. PUBLIC COMMENTS

None.

8. SPECIAL NEEDS RECREATION – Information Item

Director Greenwood: Lindsay Patterson will update us on their programs and share a fundraising plan to create a new facility. We have land at Cherry Hill Park that could be utilized for a partnership with Special Needs Recreation. A Memorandum of Understanding will be forthcoming.

Patterson: Special Needs Recreation formed in 1984 to provide opportunities for underserved community members, a program essential to good health and wellbeing. A shared use facility would benefit SNR and the parks and recreation department. This project aligns with the city's values and is a meaningful investment. Programs offer a lifeline to our families. In 2025, we had 411 active participants, 38% who live in Coeur d'Alene utilizing our 2,000-square foot facility. Our community has grown and so have our programs, our facility is very limited. We have fifty-nine (59) community partners, who support our programs with multi-year commitments. A new facility would allow for indoor and outdoor sport courts, commercial grade kitchen, a dance and yoga studio, art studio and a garden space. A larger facility will allow for more participants. The new location would be 20,000 square feet. Director Greenwood: An MOU in place will help with fundraising. Half the need will have been provided, the land, in a perfect location. There will be an agreement and our use of the facility in the evenings. More details are forthcoming. Perfect location. We are exploring programming for the building, gathering information for office space, a floor plan for needs, and searching for grants.

9. THE BUOY LLC AGREEMENT – Action Item

Commissioner Cranston read the staff report for the record.

Director Greenwood: We have talked through their request and being open year-round, they do very well at this location. There are hurdles to getting the HVAC system to work correctly to heat the facility, complying with city building and fire codes. Winter operation will start next November. The Buoy: Wintertime will look drastically different; the vision is to have an indoor/outdoor feeling. There will be screens that come down with heaters to stay warm. Outdoor feel to it, the screens also block wind coming off the lake. Outdoor seating with firepits if weather permits. The patio lends very well to a lounge space with propane firepits and adequate seating to have the winter ambience outside the screened area. Igloos also would work well on the patio. We will feature the same basic menu with some items leaning toward warm comfort type food. Grab and go, lots of winter traffic at Tubbs, the ice rink, and cruises. Music if weather permits, music based on the weather. Commissioner Wood: Are we required to go out to bid for this concession space? Greenwood: The Buoy already has this location secured through their current agreement. Commissioner McDowell: The agreement mentions a mobile concession cart? The Buoy: Over the years it has been on and off

at the splashpad, we locate the cart closer to the building, easier for operations, not moving around the park, having it closer to the home base it is more consistently stocked. Items are grab and go like ice cream, water, and beverages.

Commissioner Wood made a motion to recommend the City Council approve the five-year lease agreement, with the option of an additional five-year renewal with The Buoy LLC to provide concession services year-round at the McEuen Park Rotary Harbor House, Commissioner McDowell seconded the motion, there being no further discussion and all being in favor, motion passed unanimously. This item will go to General Services/Public Works on December 22, 2025, and to Council on January 6, 2026.

10. NEXT MEETING / ADJOURNMENT:

Director Greenwood announced his retirement on March 20, 2026, he has been with the city since March 22, 1999.

Commissioner Cranston announced the next meeting date.

Next meeting date:

- Monday, January 26, 2026: 5:30 p.m., Meeting; Library Community Room

Commissioner Wood made a motion to adjourn the meeting Commissioner Hill seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 6:21 pm.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: January 26, 2026
From: Adam Rouse, Recreation Superintendent
SUBJECT: SPECIALIZED NEEDS RECREATION *(Council Action Required)*

DECISION POINT: Should the Parks and Recreation Commission recommend that Council approve the Memorandum of Understanding (MOU) with Specialized Needs Recreation (SNR) to formally dedicate their use of property at Cherry Hill Park, 1719 North 15th Street, for construction of a recreational facility?

HISTORY: SNR formed in 1984 to provide opportunities for underserved community members, a program essential to good health and wellbeing. Our Recreation Division leadership was a big part of forming the organization obtaining state grant funding. We continue to provide financial assistance for programming that benefits families who may struggle in a standard recreation program. The Parks and Recreation Department has had budget conversations indicating a desire to build or acquire a recreational facility. This partnership will help bring that idea to fruition.

FINANCIAL ANALYSIS: At this juncture, there will be no impact to the City. Once a facility is onsite, we will maintain the grounds

PERFORMANCE ANALYSIS: This partnership will provide a location for SNR to provide for the needs of their participants, and use of the facility by our recreation division will increase income, program opportunities, and the number of families we are able to serve. An MOU with the City will help SNR as they begin their capital campaign fundraising.

DECISION POINT / RECOMMENDATION: The Parks and Recreation Commission recommends that City Council approve the Memorandum of Understanding (MOU) with Specialized Needs Recreation (SNR) to formally dedicate their use of property at Cherry Hill Park, 1719 North 15th Street, for construction of a recreational facility?

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE AND
SPECIALIZED NEEDS RECREATION**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("City") and Specialized Needs Recreation (SNR) and is intended to document the parties' understanding of, and agreement to reserve the use of property at Cherry Hill Park for the building of a recreational facility.

II. RECITALS:

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

WHEREAS, SNR is an unincorporated public recreational organization; and

WHEREAS, SNR would like to partner with City to provide a recreational facility for specialized needs recreation and City recreation activities; and

WHEREAS, it is the mutual desire of City and SNR to memorialize their understanding and agreement with respect to the land use; 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 three (3) years, commencing on the date the parties have signed this MOU.
2. This MOU may be extended up to three (3) more years upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions the Parties may agree.

IV. TERMS FOR LAND

- A. For the duration of this agreement, the City shall reserve a portion of the land located at Cherry Hill for the future construction of a recreational facility.
- B. The location of the facility shall be determined by the City, with the input of SNR. However, the final decision regarding the location of the facility shall rest solely with the City.

- C. Once construction commences, this MOU will be updated to reflect the allocation of costs and specific uses of the facility between SNR and The City.
- D. That 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

SNR

Daniel K. Gookin, Mayor

Name _____, Title _____

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A



**PARKS & RECREATION COMMISSION
STAFF REPORT**

DATE: JANUARY 26, 2026

FROM: MONTE MCCULLY, TRAILS COORDINATOR
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR

RE: REQUEST FOR DECLARATION OF SURPLUS PROPERTY FOR A PORTION OF
TAX #24207 LOCATED BEHIND 3700 W. SELTICE WAY ALONG THE FUTURE
ATLAS TRAIL CONNECTION

DECISION POINT:

To recommend approval or denial of the surplusing of 0.5-acre of city-owned property, which is a portion of Tax # 24207 located behind 3700 W. Seltice Way along the future Atlas Trail connection in exchange for completion of a portion of the Atlas Trail connection, substantial public improvements to the adjacent city-owned property, and purchasing solar lighting for the skate park.

HISTORY: In 2014, the City of Coeur d'Alene purchased 20 acres within a 2-mile stretch of the former BNSF Railway right-of-way for a price of \$2.5 million. The former railroad right-of-way to the east that was also purchased in 2014 is being developed along with the Atlas Trail extension as part of the Rivers Edge Apartments and Atlas Waterfront projects. This section of the former BNSF Railway right-of-way that is south of 3700 W. Seltice Way, which is operated by Heritage Health and owned by Parkwood Properties, has an irregular shape due to the railroad lines and there is a triangular piece that would not be needed as part of the Atlas Trail extension to connect to the trail further to the west.

Using the \$2.5 million purchase price and the equivalent square footage of the property, which is 22,000 square feet, the price per square foot would have been \$2.87 and the property's estimated value at the time of purchase is estimated at \$63,131. With an annual average inflation rate of 2.89%, the value of the potential surplus property would have increased to approximately \$86,395 or \$3.93 per square foot today. However, due to the size, shape, location, limited access, and limited visibility to the property, the value of the land could be less. Additionally, it has no public frontage road or utility services, further limiting development opportunities. The best-case and most likely scenario would be for the property to be acquired and developed by an adjacent property owner.

FINANCIAL / PERFORMANCE ANALYSIS: Parkwood is interested in acquiring the surplus property in exchange for public benefit trail enhancements and purchasing solar lighting for the skate park as shown on the following exhibits. The cost of the improvements is equal to or greater than the estimated current value of the property.

The Parks and Recreation Department has indicated that the City does not have a need for additional land next to the Atlas Trail connection, and exchanging the property would reduce city staff costs related to landscaping and ongoing operations and maintenance, and result in trail enhancements for the public.

Idaho Code § 50-1403(1) provides for the exchange the property “for real property of equal value” if it is deemed in the best interests of the city. The term “real property” is not defined in Title 50, Chapter 14, Idaho Code. However, the term is defined in I.C. § 55-101 as follows: “Real property or real estate consists of: 1. Lands, possessory rights to land, ditch and water rights, and mining claims, both lode and placer. 2. That which is affixed to land. 3. That which is appurtenant to land.” Appurtenant is a legal term which means: “Belonging to; accessory or incident to; adjunct, appended, or annexed to.” Black’s Law Dictionary, 5th ed. 1979. The Black’s definition goes on to say: “A thing is deemed to be incidental or *appurtenant* to land when it is by right *used with the land for its benefit*, as in the case of a way, or water-course, or of a passage for light, air, or heat from or across the land of another.” [Emphasis original and added.]

Parkwood is offering several things in exchange for the City’s property: 1) A double trail section; 2) light poles and fixtures to enhance security along the trail; 3) a bike repair station; 4) four (4) widened concrete areas for future public benefits such as public art or public exercise equipment; and 5) maintenance of the dryland grass seed xeriscaped shoulders of the trail, and 6) the purchase of solar lighting for the skate park. The total value of the proposed improvements is \$85,000, and each would belong to or be accessory to the city trailways, or city property along the skate park. Therefore, each would be considered “real property,” subject to exchange for City real property.

Staff suggests using the estimated value of the land to set the minimum value for the surplus hearing rather than doing an appraisal due to the unusual nature of the property. City Council will determine if an appraisal is required.

If the Parks and Recreation Commission makes a recommendation to surplus the property, the City Council would consider the request to dispose of the property at their meeting on February 3, 2026 where they would determine what method to use to establish the minimum value of the property, declare the value of the property involved and set a public hearing on the proposed conveyance, pursuant to Idaho Code 50-1402.. . If the City Council votes in favor, a summary of City Council’s action would be published and a public hearing to authorize the exchange of property would be noticed for March 3, 2026, in order to meet the 14-day notice requirement, pursuant Idaho Code 50-1403).

DECISION POINT/RECOMMENDATION:

To recommend approval of the surplusing of 0.5-acre of city-owned property, which is a portion of Tax # 24207 located behind 3700 W. Seltice Way along the future Atlas Trail connection in exchange for completion of a portion of the Atlas Trail, substantial public improvements to the adjacent city-owned property and the purchase of solar lighting for the skate park.



2100 Northwest Blvd., Suite 350
Coeur d'Alene, ID 83814
phone 208-667-4086
fax 208-667-5147

January 19, 2026

Hilary Patterson, Community Planning Director
Monty McCully, Trails Coordinator
City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814

CC: Troy Tymesen, City Administrator

Hilary and Monte,

Thank you for your time to brainstorm ideas regarding our Atlas Trail frontage improvements in the former BNSF railroad right-of-way (ROW) south of the new Heritage Health Center for Healthy Living at 3700 W. Seltice Way. There are clear mutual gains from a development agreement that exchanges the public benefits from enhanced Atlas Trail amenities for the grant of .5ac of surplus former railroad ROW adjacent to our parcel.

Glacier 3700 Seltice, LLC (dba Parkwood Business Properties) is required to construct the City standard 15' wide multi-use trail profile as a part of our frontage improvements for the upcoming Phase 2 building permit for this site. We're excited to help connect one more link in the Atlas Trail between Atlas Park and Johnson Mill River Park to enhance the ped-bike network in our region. We propose to enhance this ~900' long section of trail with several added features to provide additional public benefits in this area of our community.

Public amenity or trail enhancement	Cost estimate
A double trail section similar to the recently constructed Atlas Waterfront with a 12' wide paved path and an adjacent 8' wide crushed gravel path for joggers and pedestrians. This adds public benefits by providing an alternate path for slower speed walkers and joggers and more trail carrying capacity for public use.	\$10,000
Installation of Avista "Salem" light poles and fixtures in four (4) places along our frontage to match the nearby Atlas Waterfront improvements. This will benefit the public with enhanced safety and security for trail users along this section of the trail.	\$20,000
Installation of a City standard Deero FixIt bike repair station with pump and an adjacent bench for tired riders. Public benefit to bike users for any repairs needed while using this area of the trail.	\$3,000
Four (4) widened concrete areas adjacent to the paved trail for future public benefits. Similar to the Atlas Waterfront trail, these areas will be open for future public art installations in conjunction with the Coeur d'Alene Arts Commission or possibly public exercise equipment supplied and maintained by Heritage Health as a part of their	\$40,000

Center for Healthy Living public outreach. Public benefits vary depending on the final use of these newly provided areas.	
A commitment to maintain the dryland grass seed xeriscaped shoulders of the trail area on the ROW section adjacent to our site. Public benefit provided by reducing City maintenance costs.	\$4,000
A cash contribution of \$8,000 towards added solar lighting at the skate park as requested by the City Parks department.	\$8,000
Total estimated private cost of public benefits	\$85,000

A graphic showing these proposed public benefit trail enhancements is attached.

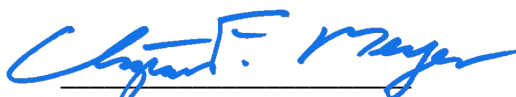
In exchange for the public benefits from the proposed trail enhancements we request that the City deed to Parkwood the approximately 22,000sf of surplus former railroad ROW that exceeds the normal 60' wide ROW for the Atlas Trail. Due to a Y junction in the railroad tracks serving the former Atlas Mill site, the ROW in this area flares out in excess of the normal 60' wide ROW section that surrounds most stretches of single track. This surplus triangular shaped parcel has no public road frontage or utility services making it an undevelopable orphan parcel. By deeding this property to the adjacent private owner the City can place it back on the tax rolls and generate new income for public services.

A July 12, 2014 Spokesman-Review article reports that the City purchased the entire 20 acre, 2 mile stretch of former BNSF Railway right-of-way for a price of \$2.5 million. Using this \$2.87 price per square foot acquisition value, the 22,000sf of surplus ROW requested by Parkwood was acquired by the City for a cost of \$63,131. Escalating this value forward at a 2.5% escalation rate over the 12 years of City ownership produces an escalated land value of approximately \$85,000. This acquisition cost is approximately equal to the \$85,000 estimated value of the public benefits package being proposed in exchange.

With your concurrence, we propose a Development Agreement with the City to formalize this exchange of benefits and to construct the offered trail enhancements in summer 2026 while we are completing the second phase of the adjacent Center for Healthy Living. In parallel the City would proceed per Idaho Code 50-1401 to declare the value of the surplus right-of-way property and convey it to Glacier 3700 Seltice Way, LLC.

We hope you find this proposal to be a win-win solution where the public receives substantial benefits from the trail enhancements and the City gains more tax revenue from the transfer of surplus ROW to private ownership. I look forward to formalizing this proposal and will follow up on the next steps.

Sincerely,

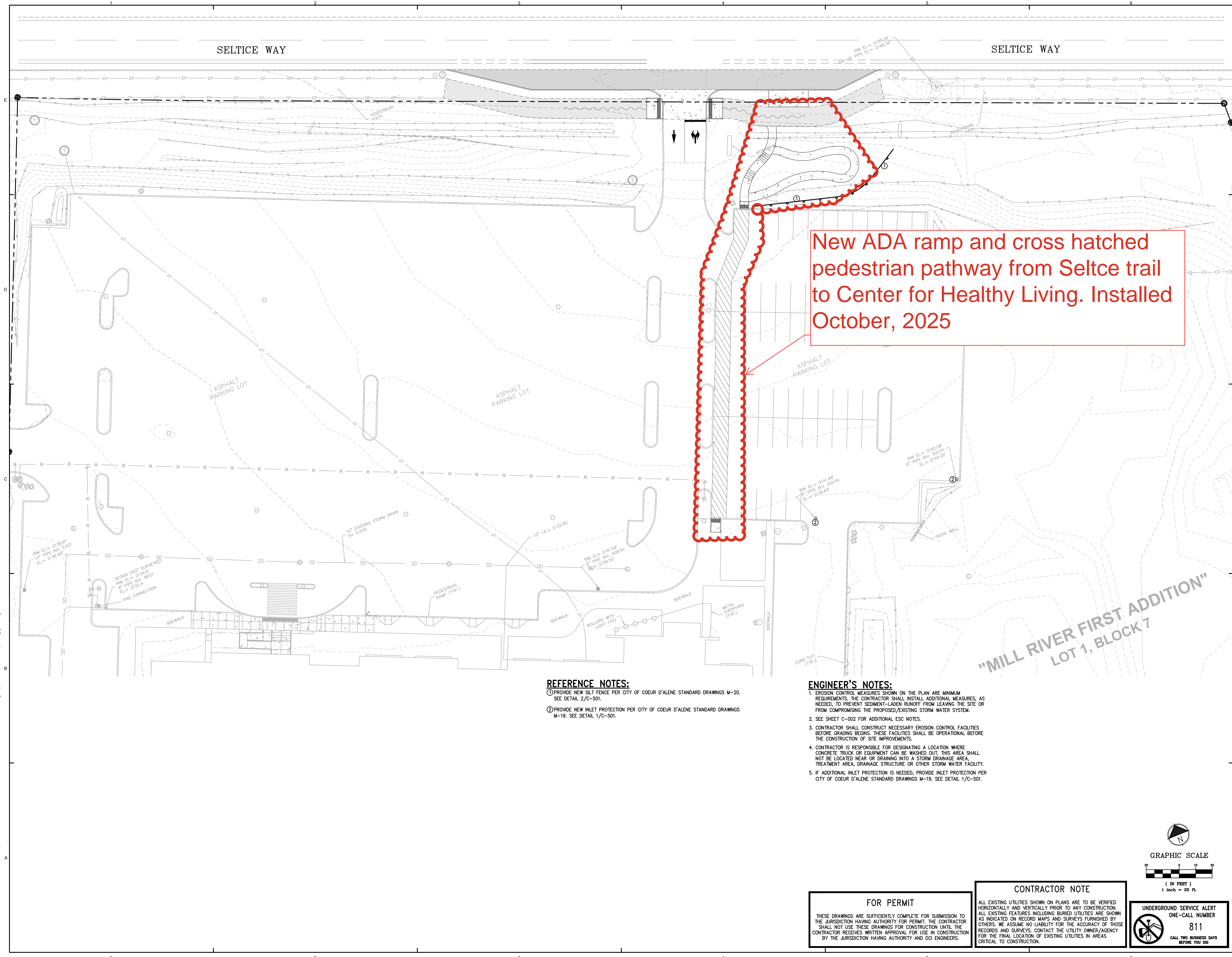


Chris Meyer, Partner
Parkwood Business Properties

Proposed .5 ac of surplus ROW to be valued and exchanged for public benefit trail enhancements



FILE LOCATION: C:\0400-Spokane\DCI\2023\03-4-2023-HERITAGE-HEALTH-CENTER-HEALTHY-LIVING\CAD\Forage Improvements And Bus Stop\Forage_TESC.dwg
PLOT DATE: 5/7/2025 5:28 AM



- REFERENCE NOTES:**
- ① PROVIDE NEW SILT FENCE PER CITY OF COEUR D'ALENE STANDARD DRAWINGS M-20. SEE DETAIL 2/C-501.
 - ② PROVIDE NEW INLET PROTECTION PER CITY OF COEUR D'ALENE STANDARD DRAWINGS M-19. SEE DETAIL 1/C-501.

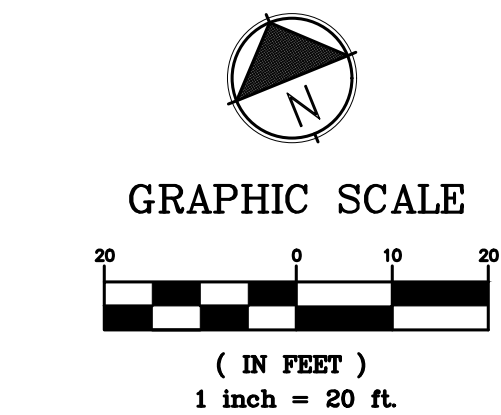
- ENGINEER'S NOTES:**
- 1. EROSION CONTROL MEASURES SHOWN ON THE PLAN ARE MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL INSTALL ADDITIONAL MEASURES, AS NEEDED, TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE SITE OR FROM COMPROMISING THE PROPOSED/EXISTING STORM WATER SYSTEM.
 - 2. SEE SHEET C-002 FOR ADDITIONAL ESC NOTES.
 - 3. CONTRACTOR SHALL CONSTRUCT NECESSARY EROSION CONTROL FACILITIES BEFORE GRADING BEGINS. THESE FACILITIES SHALL BE OPERATIONAL BEFORE THE CONSTRUCTION OF SITE IMPROVEMENTS.
 - 4. CONTRACTOR IS RESPONSIBLE FOR DESIGNATING A LOCATION WHERE CONCRETE TRUCK OR EQUIPMENT CAN BE WASHED OUT. THIS AREA SHALL NOT BE LOCATED NEAR OR DRAINING INTO A STORM DRAINAGE AREA, TREATMENT AREA, DRAINAGE STRUCTURE OR OTHER STORM WATER FACILITY.
 - 5. IF ADDITIONAL INLET PROTECTION IS NEEDED, PROVIDE INLET PROTECTION PER CITY OF COEUR D'ALENE STANDARD DRAWINGS M-19. SEE DETAIL 1/C-501.

FOR PERMIT

THESE DRAWINGS ARE SUFFICIENTLY COMPLETE FOR SUBMISSION TO THE JURISDICTION HAVING AUTHORITY FOR PERMIT. THE CONTRACTOR SHALL NOT USE THESE DRAWINGS FOR CONSTRUCTION UNTIL THE CONTRACTOR RECEIVES WRITTEN APPROVAL FOR USE IN CONSTRUCTION BY THE JURISDICTION HAVING AUTHORITY AND DCI ENGINEERS.

CONTRACTOR NOTE

ALL EXISTING UTILITIES SHOWN ON PLANS ARE TO BE VERIFIED HORIZONTALLY AND VERTICALLY PRIOR TO ANY CONSTRUCTION. ALL EXISTING FEATURES INCLUDING BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORD MAPS AND SURVEYS FURNISHED BY OTHERS. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS AND SURVEYS. CONTACT THE UTILITY OWNER/AGENCY FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO CONSTRUCTION.



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NEW DRIVE LANES AND BUS STOP

PARKWOOD BUSINESS PROPERTIES

PERMIT DOCUMENTS

REV	DATE	DESCRIPTION

PROJ. NO. 2024-050
DRAWN DEM
CHECKER MRG
PROJ MNGR MRG
DATE 05/28/25

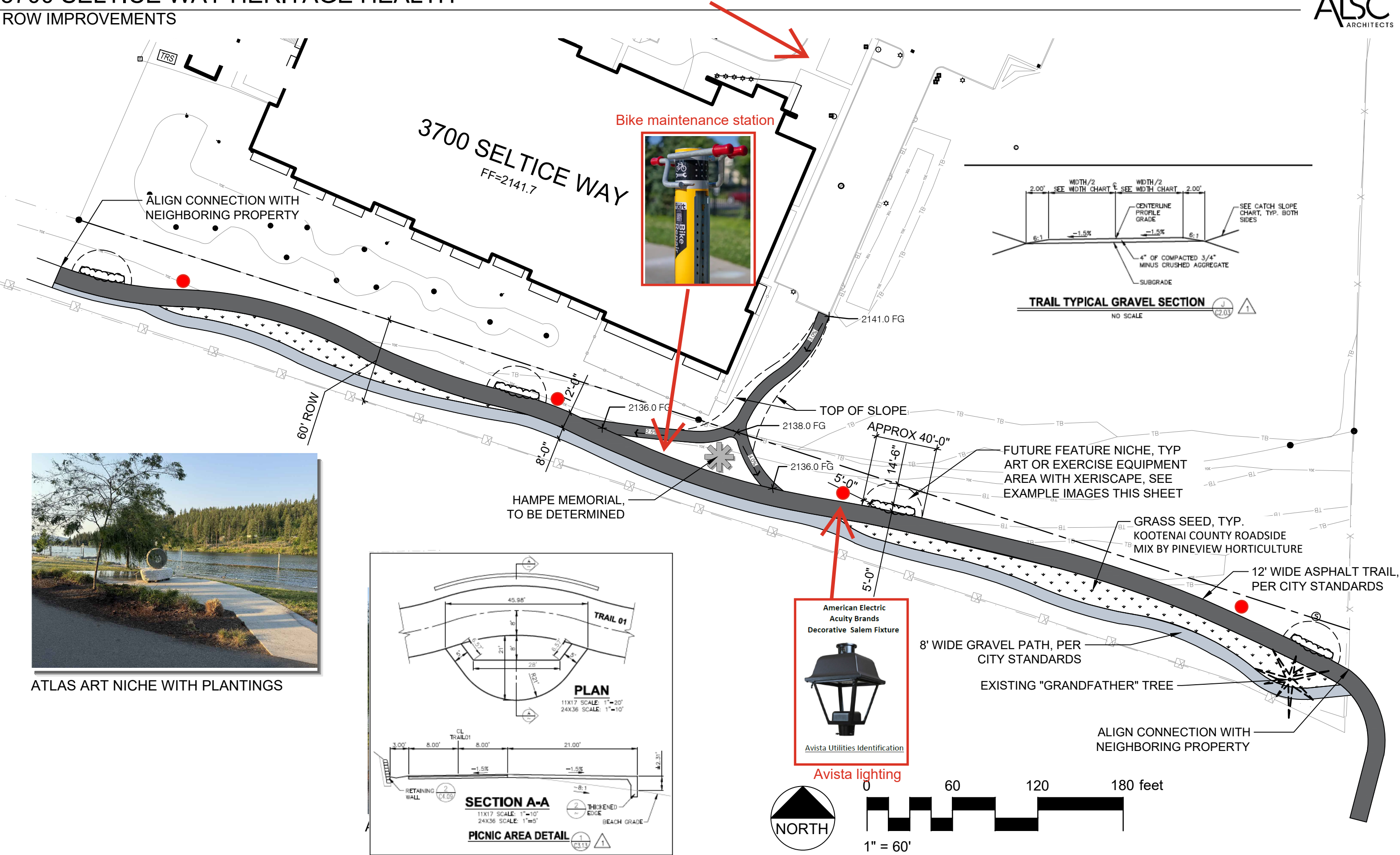
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TEMPORARY EROSION AND SEDIMENT CONTROL PLAN

C-101

3700 SELTICE WAY HERITAGE HEALTH
ROW IMPROVEMENTS

Cross hatched pedestrian path from Center for Healthy Living up to Seltice Trail starts here.



**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: January 26, 2026
From: Adam Rouse, Recreation Superintendent
SUBJECT: NORTH IDAHO COLLEGE MEMORANDUM OF UNDERSTANDING

DECISION POINT: Parks and Recreation Commission recommends that City Council enter into a formal Memorandum of Understanding with North Idaho College (NIC) regarding regular use of the Memorial Field Softball Facility with the addition of an annual fee for their use.

HISTORY: The Recreation Division has had joint ventures with NIC for several years. This agreement formalizes NIC's regular use of the Memorial Field softball facility.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this MOU. NIC will pay the City \$4,000 for 2026, \$4,200 for 2027 and \$4,410 for 2028. Upon renewal of this MOU, it is agreed that the fee will increase by 5% each year for the duration of the agreement. Payment will be due February 15th of each year.

PERFORMANCE ANALYSIS: This agreement will properly record the partnership between the City and North Idaho College with options for renewal and increased fees annually to be in line with other Parks and Recreation Agreements. The suggested length of the agreement is three (3) years with the option to renew.

DECISION POINT / RECOMMENDATION: The Parks and Recreation Commission recommends that Council approve a Memorandum of Understanding with North Idaho College for regular use of the Memorial Field Softball Facility.

MEMORANDUM OF UNDERSTANDING

Between North Idaho College and the City of Coeur d'Alene

Regarding Use of Memorial Field Softball Facility

This Memorandum of Understanding (MOU) is entered into by and between North Idaho College (NIC), a public community college, located at 1000 W. Garden Avenue, Coeur d'Alene, Idaho, and the City of Coeur d'Alene (City), a municipal corporation of the State of Idaho, located at 710 E. Mullan Avenue, Coeur d'Alene, Idaho.

1. Purpose

The purpose of this MOU is to establish a mutual understanding and agreement regarding the use of the Memorial Field softball facility by North Idaho College's softball program for practices, games, and related team activities.

2. Terms of MOU

This MOU will be effective from February 1, 2026, through June 30, 2028, and may be renewed automatically for an additional three (3) year term upon written notice from NIC to the City by May 30, 2028. If either party wishes to amend this MOU, the parties will negotiate in good faith prior to the automatic renewal date. NIC agrees to pay the City \$4,000 for 2026, \$4,200 for 2027 and \$4,410 for 2028 for the Use of the Facility, as defined herein. Upon renewal of this MOU, it is agreed that the fee will increase by 5% each year for the duration of the renewal term. Payment will be due February 15th of each year.

3. Use of Facility

- NIC will provide a seasonal use schedule to the City no later than August 1 for the fall season, and no later than December 1 for the spring season.
- Scheduling priority will be coordinated with the City's Parks and Recreation Department to ensure minimal disruption to public or youth recreation programs.
- The City will give preferred/priority use of Memorial Field softball facility to NIC softball between the last Monday in August through the last Friday of May in each year.
- The City agrees to allow NIC to use the Memorial Field softball facility for its collegiate softball program, including practices, home games, and pre-approved events.

4. Facility Maintenance and Responsibilities

- The City will retain responsibility for the general maintenance and upkeep of Memorial Field, including field mowing, trash removal, restroom maintenance/cleaning, cleaning and upkeep of the grandstands, netting, fencing, walkways, scoreboard, and any items within the fenced area of Memorial Field.
- NIC agrees to maintain the softball field during its times/season of use, including dragging, chalking, and field preparation.
- Any damage caused to the facility by NIC, beyond normal wear and tear shall be repaired by NIC at its expense and in coordination with the City.

5. Improvements and Equipment

- Any permanent improvements or alterations to the facility proposed by NIC must be approved in writing by the City prior to implementation. Once improvements are complete, NIC and the City will amend this MOU to reflect on any altered maintenance and financial responsibilities.
- NIC may store softball-related equipment in an agreed-upon secure location.
- NIC is permitted to display branding, logos, signage, and marketing materials at the field during its season of use, provided they are temporary and do not damage City property. All such materials must be removed at the end of the spring season.

6. Insurance and Liability

- NIC will maintain general liability insurance coverage and provide the City with a certificate of insurance naming the City as an additional insured.
- NIC agrees to indemnify and hold harmless the City, its officers, employees, and agents from any claims arising from NIC's use of the facility, except where such claims are caused by the City's sole negligence or willful misconduct.

7. Termination

Either party may terminate this MOU with written notice at least 30 days prior to the desired termination date.

8. Dispute Resolution

In the event of a dispute, both parties agree to work cooperatively and in good faith to resolve any issues in a timely and amicable manner.

9. Non-Exclusive Use

This MOU does not grant exclusive use of Memorial Field to NIC but does give it preferred/priority usage of Memorial Field for the purposes outlined herein. The facility

remains a public park, and community programming and events will continue in accordance with the City's policies.

10. Authorized Representatives

Each party designates the following individuals as the primary points of contact for communication and coordination related to this MOU:

For North Idaho College:

Shawn Noel, Director of Athletics and Recreation
208-665-5458
shawn.noel@nic.edu
Michael Garoutte, Head Softball Coach
208-769-7879
michael.garoutte@nic.edu

For City of Coeur d'Alene:

Adam Rouse- Recreation Superintendent
208-769-2314
acrouse@cdaid.org

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates below:

North Idaho College

By: _____
Name:
Title:
Date: City of Coeur d'Alene

By: _____
Name: Daniel K. Gookin
Title: Mayor
Date: