



CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

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

Mission Statement

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

Parks & Recreation Commission Meeting Community Room - Library

AGENDA

July 17, 2023 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) “Conflict of Interest” Declaration
- 4) Approval of May 15, 2023 Minutes – *Action Item*
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to **3** minutes)
- 8) CDA on Ice Ownership Change-*Action Item*
- 9) Access Control Upgrade-*Action Item*
- 10) Lighting Improvements at Library-*Action Item*
- 11) Next Meeting / Adjournment:
 - Monday, August 14, 2023-5:30 pm, Meeting-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

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PARKS & RECREATION COMMISSION MINUTES

May 15, 2023 – 5:30 p.m.
COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair
Warren Bakes
Bridget Hill
Jim Lien
Christie Wood, Council Liaison

STAFF PRESENT:

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

ABSENT:

Mike McDowell
Ginny Tate

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 Wood led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None.

4. APPROVAL OF MINUTES – *Action Item*

Commissioner Hill made a motion to approve the minutes of February 27, 2023.
Commissioner Wood seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: We received the mooring dock grant in the amount of \$300,000 from State, and we are providing \$150,000. Changing to composite deck instead of wood, like the launch docks, steel frame, poly floats underneath, seeking bids in the next few weeks, with building starting this fall. There have been issues with the footings for the Riverstone Amphitheater shade structure, our building department helped create some solutions. Riverstone has been a mess as concrete is nearing completion, the water dept is creating a loop in the system and installing an irrigation meter. Riverstone irrigation has been through a pump in the pond, but when the pump goes down, irrigation stops; there will be some brown spots until we can get the park on domestic water. Vandalism is once again a problem, Bluegrass has been

vandalized heavily and repeatedly, recently a fire was started in the restroom facilities. Northshire has been vandalized, as has Landings. The restrooms are closed due to vandalism. We'll get the word out to the press so folks are aware as to why the restrooms are locked. There has also been vandalism at the Memorial pickleball courts at Memorial, skateboarders brought ramps into the futsal court. The lighting has been shut off to discourage use after hours; lights will be turned back on tomorrow. Sunset skatepark is also being vandalized, graffiti and destruction of the ramps; we may have to remove them. Flower order coming in this week, 5,000 put out every season, mostly in the downtown corridor. Working with the museum board regarding their landscaping by the city hall parking lot, changes have been made to initial plans to reduce costs; will go out to bid for the landscaping portion as its on city land and requires going out for competitive bid. Harbor Center docks scheduled to be complete by Memorial weekend.

Commissioner Cranston: Will the new mooring docks include the dump station?
Greenwood: We will have add-alternates for a longer hose and close one of the bays and relocate to a proper location with signage. Lighting may be an add-alternate as well, grant excluded lighting and pump station, there are funds in waterfront account to help cover the costs.

Commissioner Wood: Atlas Park clover looks rough; will it come back and will parks department do the landscaping at the entrance to the park? Greenwood: It took a hit with early winter, the clover died, got too cold too fast, it will be reseeded next week by contractor. Cold snap hard on trees and shrubs, not recovering. The HOAs will oversee landscaping down Suzanne Road and the Atlas entrance into the residential areas.

6. **COMMISSIONER COMMENTS**

None.

7. **PUBLIC COMMENTS**

None.

8. **RE-LEAF CDA** – *Information Item*

Nick Goodwin: The funding for this program comes from abandoned street tree permits. The program has been in place since 2006. When a new home is built, the contractor pays a fee for a tree to be planted. For many years builders didn't plant the trees so there was no refund, leaving those funds to be used for this planting program and the cost share program to help residents in taking care of trees in the right of way. We coordinate all planting of 65 to 120 trees. After planted the homeowner is responsible to care for the trees, they are provided information on how to care for them. The program helps build the tree canopy. All the planting took place in-house, saving \$10,000 to \$15,000 normally spent for contracted help. Seventy-six (76) trees were planted in 5 days by our staff. We may have another planting in fall 2023, and will host Re-Leaf 2024 next spring. This program is for right-of-way trees and for homes in the city limits of Coeur d'Alene.

9. **FUEL MITIGATION OF NATURAL OPEN SPACES** – *Information Item*

Nick Goodwin: We have been working with Idaho Department of Lands, Kootenai County Office of Emergency Management, and Avista, to complete fuel mitigation at the 16-acres of Veterans Centennial Park. We mow 8 acres with the remaining 8 acres left in a natural state. Mitigation includes thinning of dead and diseased or infested trees, ladder fuel reduction, chipping and mastication, and brush clearing, the work should begin in the next 4 weeks depending on weather, with completion by November 2023. There are no plans to burn, but there may be small amounts of pile burning. The work will increase public safety, enhance the natural beauty of the area, and improve trails. There will also be some planting of native species trees. Community members can contact KC OEM for qualifications for fire smart program.

10. PRAIRIE TRAIL EXTENSION BID CONTRACT AWARD – Action Item

Commissioner Cranston read the staff report for the record.

Monte McCully: We have one more grant we're waiting on, if approved, we'll be at \$1.2M. We became aware of the grant money available for the Prairie Trail Extension through the Idaho Walk Bike Alliance based in Boise. The State had \$10M available for Idaho communities to promote safe corridors for children to get to school that includes crossing lights, sidewalks, paths, and trails. The extension includes property outside city limits. The bid came in low, the plan is to take that savings and extend another 300 feet. Post Falls has a developer who has agreed to pave the trail that would help complete a big loop through Kootenai County. Interstate Asphalt and Concrete had the low bid. Construction will begin this month with completion by mid-October.

Commissioner Wood made a motion to recommend City Council accept the agreement contract from Interstate Concrete and Asphalt for the extension of the Prairie Trail from Huetter to Meyer Road. Commissioner Bakes seconded the motion, there being no further discussion, and all being in favor, motion passed unanimously.

11. NEXT MEETING / ADJOURNMENT

Commissioner Cranston announced next meeting date.

Next meeting date:

- Monday, June 19, 2023: 5:30 p.m., Meeting; Library Community Room

Commissioner Lien made a motion to adjourn the meeting Commissioner Hill seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 6:18 pm.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: July 17, 2023
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: Transfer of COEUR D'ALENE ON ICE LEASE AGREEMENT (*City Council Action Required*)

DECISION POINT: Should the Parks & Recreation Commission recommend that City Council consent to the transfer of the existing a five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park?

HISTORY: For years staff looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. Staff determined, and Council agreed, that a seasonal ice-skating rink has and will continue to do just that. For the last two winters, the business has been well received here at McEuen Park. The current operator of the ice-skating rink, JMurray Enterprises LLC (Jerome & Andrea Murry) d/b/a Coeur d'Alene on Ice, is seeking to transfer the operation of the ice-skating rink and the Agreement with the City to VMC Northwest LLC (Kent Layden) d/b/a Coeur d'Alene on Ice. Under the Agreement, written consent of the transfer by the City is required. If the Agreement is transferred, all the original terms and conditions will continue to apply to the new operator.

FINANCIAL ANALYSIS: Coeur d'Alene on Ice will pay the City of Coeur d'Alene Parks Department \$6,498.00 plus the annual CPI for 2023. The upcoming season will be year 3 under the Agreement. There is an option to extend the agreement for five (5) more years starting at \$10,000 per season, with incremental yearly increases shown within the Agreement. Coeur d'Alene on Ice will pay for all power costs associated with the ice rink. All revenue generated from the Agreement will be placed in the Parks capital improvement fund.

PERFORMANCE ANALYSIS: The season's set-up for the rink starts in mid-October and operations run through mid-January. Park staff already removes snow from the park's sidewalks and trails, so the sidewalks will be cleared for patrons of the rink. Ice rink staff will assist with some snow removal near the rink. The staff of Coeur d'Alene on Ice will help with the cleaning of the restroom throughout the day and after hours. Coeur d'Alene on Ice will provide security for the facility when the rink is closed. Coeur d'Alene on Ice will cover all of the costs of the erection and maintenance of the ice rink and surrounding area, and will restore the area of the park used to as good or better condition at the end of each season. Coeur d'Alene on Ice will charge users and operate limited concessions, and will be solely responsible for advertising and promotion.

DECISION POINT / RECOMMENDATION: Council should consent to the transfer of the existing a five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest, LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park.

**CITY OF COEUR D'ALENE
CONSENT TO TRANSFER AGREEMENT
FROM JMURRAY ENTERPRISES LLC
TO VMC NORTHWEST LLC**

THIS CONSENT to transfer Agreement is given by the City of Coeur d'Alene, a municipal corporation of the state of Idaho, hereinafter referred to as the "City," to JMurray Enterprises LLC, an Idaho Limited Liability Company, and VMC Northwest LLC, an Idaho Limited Liability Company, d/b/a Coeur d'Alene on Ice, located at 2301 South Steen Road, Spokane Valley, Washington, hereinafter referred to as "VMC," this _____ day of _____, 2023. Collectively, the City, JMurray Enterprises LLC, and VMC shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns real property located south of E. Front Avenue and west of S. 8th Street in Coeur d'Alene, ID 83835, known as McEuen Park (hereinafter referred to as "McEuen") currently used as a public park; and

WHEREAS, a pavilion is located near the center of McEuen and is known as the Avista Pavilion; and

WHEREAS, the Avista Pavilion and McEuen receive limited use during the period from November 1 through January 31 each year; and

WHEREAS, the City entered into a five-year renewable Agreement with "Coeur d'Alene on Ice, LLC," on March 16, 2021, to operate a seasonal ice-skating rink in McEuen Park (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit A"; and

WHEREAS, the true name of the party with whom the Agreement was made is JMurray Enterprises LLC, d/b/a Coeur d'Alene on Ice; and

WHEREAS, the Agreement with "Coeur d'Alene on Ice, LLC," is transferable with the prior written consent of the City; and

WHEREAS, JMurray Enterprises LLC filed a Cancellation of Certificate of Assumed Business Name for "Coeur d'Alene On Ice" on June 7, 2023; and

WHEREAS, VMC filed a Certificate of Assumed Business Name for "Coeur d'Alene on Ice" on June 2, 2023; and

WHEREAS, JMurray Enterprises LLC desires to transfer, and VMC desires to accept the transfer of, the Agreement to use the Avista Pavilion and portions of McEuen adjacent to the Avista Pavilion (hereinafter referred to as the "Premises") to operate a seasonal ice-skating rink and to store certain equipment necessary to operate the ice-skating rink; and

WHEREAS, the City has determined that the public will benefit by allowing the transfer of the Agreement; and

WHEREAS, City desires to consent to the transfer of the Agreement from JMurray Enterprises LLC to VMC.

NOW, THEREFORE, for valuable consideration, including the obligations and terms as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City hereby consents to the transfer of the Agreement from JMurray Enterprises LLC to VMC.
2. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect, and binding on VMC.
3. Upon execution of this consent by VMC, JMurray Enterprises shall be released from its obligations under the Agreement.
4. VMC acknowledges that the Agreement is in its third year and that the Agreement is renewable for a five-year term.
5. This Consent and the Agreement shall constitute the entire agreement between City and VMC relating to the use of the Premises. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.
6. Any demand or notice which any Party shall be required or may desire to make upon or give to another shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective parties as follows:

VMC Northwest LLC d/b/a Coeur d'Alene on Ice:

VMC Northwest LLC
2301 South Steen Road
Spokane Valley, WA 99037

CITY:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attention: Renata McLeod, City Clerk

Said addresses may be changed upon serving notice as set forth herein.

IN WITNESS WHEREOF, the City of Coeur d'Alene has authorized the execution of this Consent under authority of Resolution No. 2023-____, adopted by the Council of the City on the _____ day of _____, 2023, and VMC Northwest LLC, an Idaho Limited Liability Company, d/b/a Coeur d'Alene on Ice, has caused this Consent to be duly executed as of the Date stated.

DATED this ____ day of _____, 2023

DATED this ____ day of _____, 2023

CITY OF COEUR D'ALENE

VMC Northwest LLC
d/b/a Coeur d'Alene on Ice

By _____
James Hammond, Mayor

By _____
Name Title

ATTEST:

By _____
Renata McLeod, City Clerk

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: July 17, 2023
From: Adam Korytko Building Maintenance Superintendent
SUBJECT: Library Lighting L.E.D. Upgrade & Citywide Access Control Upgrade
(Council Action Required)

DECISION POINT: Should Council approve the financing for Library lighting upgrades in the amount of \$20,689 and for citywide access control upgrade in the amount of \$13,500 outside the current budget?

HISTORY: The Library currently uses a large variety of antiquated lighting technology throughout the building. This older technology is considered energy inefficient, and is costly to maintain and replace. Avista is currently offering rebates for the purchase and installation of common high-efficiency lighting equipment. Instillation of LED fixtures and lamps would lower operational and maintenance costs, and improve aesthetics for patrons and staff.

The current access control system, which operates all lock/unlock schedules and card access across all major City buildings and campuses, is supported by an on-premise server located at City Hall. The on-prem server is no longer supported by the City's service provider. The company has switched their services to a cloud-based subscription and rendered the old on-prem server obsolete. In the event of server failure, the City's access control system would remain operational, but the ability to modify users and schedules would be lost.

FINANCIAL ANALYSIS: The cost of the library lighting upgrade is \$44,500. Avista offers a rebate of \$23,811, which brings the total cost to \$20,689. The Citywide access control upgrade has an instillation cost of \$13,500 with an annual subscription fee of \$6,900 to operate and maintain the system. The access control company offers a buyback program for our obsolete hardware. This incentivizes existing customers to remain with the company by offering an equipment replacement at an approximate 80% discount. Neither of these projects are slated for the current budget and we ask that Council approve the use of the general fund to pay for both projects.

Utility rebate programs can change regularly. These programs fluctuate in eligibility, approved products, and available rebate funds. The rebate amount for the library project has been approved by Avista and the electrical contractor has secured materials, cost, and availability.

The current access control server is operating past its life expectancy and cannot be repaired or replaced. In the event of a failure, the city would lose major functionalities of the system and be forced to upgrade. Our service contractor currently has the replacement hardware secured and staff available to begin the system upgrade immediately.

PERFORMANCE ANALYSIS: The LED lighting retrofit at the library would lower the building's energy demand by roughly 80,000 kWh, equating to an annual energy savings of about \$6,000.

The access control upgrade is necessary to maintain functionality of the City's security system.

DECISION POINT / RECOMMENDATION: Council should approve the Library LED lighting upgrade and the Citywide access control upgrade.