

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 20, 2023 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) "Conflict of Interest" Declaration
- 4) Approval of September 18, 2023 Minutes *Action Item*
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to <u>3</u> minutes)
- 8) Veteran's Centennial Park Update *Information Only*
- 9) Pickleball Courts at Cherry Hill *Action Item*
- 10) Next Meeting / Adjournment:
 - Monday, December 18, 2023-5:30 pm, Library Community Room



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 September 18, 2023 – 5:30 p.m. **COMMUNITY ROOM - LIBRARY**

MEMBERS PRESENT:

Scott Cranston, Chair Mike McDowell Christie Wood (late arrival 5:33 pm) Jim Lien Ginny Tate

ABSENT:

Warren Bakes Bridget Hill

STAFF PRESENT:

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

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 McDowell made a motion to approve the minutes of July 17, 2023. Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Nick Goodwin, Urban Forester: Update on work being done by Trails & Trees Division. Veterans Centennial grant work will begin this week on the eight-acre parcel to include some tree removal and brush and ladder fuel cleanup, there are no plans to burn. Limited impact on the neighborhood should only be about two weeks. Some trail improvement, that is our portion of the grant match, that will come from the work we do on the trails. Received a grant MOU in the amount of \$250,000 total grant funds for the Canfield Natural Area to include fuel mitigation, this grant does not require matching funds. Steve Bloedel with Inland Forest Management will manage this project, he has managed other grant projects for us. We will have some public meetings before beginning this work, the project will begin and end in spring 2024. Just received news we were awarded the fuel mitigation grant for Tubbs Hill we were recommended for

funding to the Forest Service by the State should receive MOU any day. Public outreach will be a big focus for this work, we will lean on the Parks and Recreation Commission, the Tubbs Hill Foundation, and our fire department to make sure we're meeting all the goals. Very similar to the grant we received a couple years ago for the Fernan Hill natural area. This grant does require matching funding, we appreciate the Tubbs Hill Foundation is partnering with us to contribute toward this match. Thank you to Monte McCully's work on the grant application, a lot of good work being done, over \$1.5 million in grant work for various projects through 2025. There are some tree removal requests to make the public aware of, walnut trees with twig beetle and thousand canker disease targeting black walnut and butternut trees in our City. Beetle spreads a fungus, and there is no treatment. Most damage is in the downtown area, and is most evident in July and August. The fungus causes top-down die back. Working with local entomologists on some pre-treatment or deterrent options. Working on press release this week to let the public know what is going on. Damage/disease won't stop, these are very small bugs, they destroy the wood. May have to burn the wood to stop infestation. Public can help by reporting trees they see with dead tops to the City. Do not transport walnut wood especially across state lines. Also have had a recent issue with the topping of public trees. Government Way has trees that were topped the result of doing this causes weak trees, tree removal, and fines up to the appraised value of the tree. Public reminder, not good for the tree, the community, or you as a property owner.

Director Greenwood: Shade structure at Riverstone was taken down after Labor Day; it will go back up just before Memorial weekend next spring. City Park and McEuen basketball courts were recently resurfaced. City Park courts were installed in 1999, first time they've been resurfaced. Budgeted this next fiscal year for Ramsey tennis courts to be resurfaced. At McEuen, between the basketball courts and playground a picnic shelter is being installed and should be completed by next week will provide more shade for folks who are enjoying the playground. Museum landscaping coming along nicely. When we went to bid five items were held out to make budget, one was a paver project at \$13,000. Instead of pavers, we were going to pour concrete. Greg Peck has offered to donate the pavers for the project, a big thank you to him. We had a bear siting last month at Cherry Hill. Jewett House garage is underway, should be completed before the snow flies. Recently had to shut down Bluegrass Park playground due to a large wasp nest, had a professional exterminator come out and spray twice. Blowouts start Monday for sprinklers, we have 45 days to get through all the systems. Did not refill irrigation tech position, staff will handle their own areas for irrigation needs, so the work is distributed to each area staff instead of one person. This past weekend friends and family of Dwight Bershaw were at McEuen park along the southside of the park planting and replacing some perennials at Dwight's memorial site.

6. COMMISSIONER COMMENTS

None.

7. PUBLIC COMMENTS

None.

8. THIRD STREET MOORING DOCK BID CONTRACT AWARD - Action Item

Monte McCully read the staff report for the record.

Monte McCully: Clarify and give credit to the County for their help with the application that went to the State. The original estimate to rebuild the docks was \$511,500 with the city committed to paying a 32% grant. The project went out to bid and R&R Northwest LLC was the lowest bidder at \$483,823.75. The city's match will be \$154,823.60 for a total of \$483,823.75.

Commissioner Cranston: Will they look the same, or match, the docks at 3rd street? McCully: Yes.

Commissioner McDowell: How will they float does the material can get slippery when wet? Greenwood: The docks sit on steel frame boxes that holds air. McCully: the steel frame will last a very long time, and the composite decking can easily be replaced if needed, the deck should last 50 years. Greenwood: We have not seen that at the launch docks, same material, they do not get slippery. The material is similar to Trex decking and has some tread material on the gangway that has some grip.

Commissioner Tate made a motion to recommend Council accept the bid for the Third Street Mooring Dock Replacement Project from R&R Northwest LLC, Commissioner Lien seconded, motion passed unanimously. Item will go to City Council on October 3, 2023.

9. <u>NEXT MEETING / ADJOURNMENT</u>

Commissioner Cranston announced next meeting date.

Next meeting date:

Monday, October 16, 2023, 5:30 p.m., Library Community Room

Commissioner Wood made a motion to adjourn the meeting, Commissioner Tate seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 6:00 pm.

PARKS & RECREATION COMMISSION STAFF REPORT

Date: November 20, 2023

From: Bill Greenwood Parks & Recreation Director

SUBJECT: MOU with Inland Northwest Pickleball Club (Council Action Required)

DECISION POINT: Should the Parks & Recreation Commission recommend that Council approve the revised Memorandum of Understanding (MOU) with the Northwest Pickleball Club?

HISTORY: Pickleball is one of the fastest growing sports in the nation and, just within the last year, the Club's membership has gone from 350 to over 500. We have an ongoing partnership with the Club that has allowed us to perform pickleball court improvements as well as providing pickleball lessons through our recreation division.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this MOU and we can apply for a matching grant for the project or other opportunities. At Cherry Hill, we have identified a location west of the existing courts and south of Fire Station 3 for the Club to build seven (7) new pickleball courts that was approved by City Council. Unfortunately, we discovered this location will be encroached on by Idaho Transportation Department for their new on and off ramps for I-90. The revised MOU is a request to convert some of the Cherry Hill tennis courts to pickleball courts. We have six (6) tennis courts; we would convert four (4) tennis courts into twelve (12) pickleball courts. All costs would be the responsibility of the club and they will crack seal and resurface the remaining two (2) tennis courts and not stripe these for pickleball. This MOU will give the Club the guarantee of the location to build the courts and to continue their fund-raising goal to acquire the necessary funds to construct the courts. After construction, the courts will belong to the city and the city will perform routine maintenance and repairs, as the court will be available for use by the general public except for tournaments.

PERFORMANCE ANALYSIS: The Club has hosted a pickleball tournament at the Cherry Hill Courts for the last 5 years with great success and it brings in people from all over the country and some players from Canada. The new courts will help the Club to host larger tournaments that will attract a higher caliber of player.

DECISION POINT / RECOMMENDATION: The Parks & Recreation Commission should recommend that Council approve the revised Memorandum of Understanding (MOU) with the Northwest Pickleball Club

MEMORANDUM OF UNDERSTANDING INLAND NORTHWEST PICKLEBALL CLUB

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into by the City of Coeur d'Alene (hereinafter referred to as the "City") and the Inland Northwest Pickleball Club (hereinafter referred to as the "Club"), and is intended to document the Parties' understanding of, and agreement to cooperate on, the construction, operation, and maintenance of pickleball courts on City property in Cherry Hill Park. The City and the Club are jointly referred to as the "Parties."

II. RECITALS:

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

WHEREAS, the Club is an Idaho unincorporated nonprofit organization, located in Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the Cherry Hill Park is a 30-acre park owned by the City and located at 1718 N. 15th Street, Coeur d'Alene, Idaho; and

WHEREAS, the Club has approached the City with a project proposal to convert four (4) of the existing tennis courts into twelve (12) pickleball courts (hereinafter referred to as the "Courts") in the Cherry Hill Park (hereinafter referred to as the "Project"); and

WHEREAS, the Parties desire to collaborate and cooperate in the design, construction, and maintenance of the Courts; and

WHEREAS, the Club has proposed to raise and provide the necessary amount of money toward the construction of the Courts; and

WHEREAS, after the construction of the Courts, the City will own, manage and maintain the Courts for the use and benefit of the public, with the assistance of the Club as described herein.

NOW, THEREFORE, it is 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 terminated by either party prior to the expenditure of any monies for the construction of the Project upon thirty (30) days' written notice.

3. This MOU may be extended upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions as the Parties may agree.

B. <u>Financing</u>:

- 1. The Club shall use its best efforts to raise the necessary construction costs for the Project. If the Club fails to raise said sum during the term of this MOU, or any extension thereof, the Parties' obligations hereunder shall be null and void.
- 2. The City will seek a grant or grants to match the Club's contribution and/or other opportunities. Nothing herein shall require the City to proceed with the Project if it does not receive a grant or grants sufficient to complete the Project.

C. <u>The Improvements</u>:

- 1. The Parties agree to work together to create a design for twelve (12) pickleball courts in Cherry Hill Park, (*see exhibit 1*) as funds are available. Each may, at their own expense, retain a professional designer to asset with the design.
- 2. Every effort will be made to create a design acceptable to the Parties. However, in the event the Parties cannot agree on the design, the City will make the final decision on the design.
- 3. Upon approval of the final design, and upon receipt of full funding for the Project, the City will bid the Project as required for public works construction.
- 4. A construction contract will be awarded for the Project to the lowest responsive bidder, provided that the funding available is sufficient for the Project.
- D. <u>Title</u>: Following completion of the improvements, the Courts shall be owned by the City.

E. Naming Rights:

- 1. For its contribution, the Club shall be granted naming rights for the Courts for a period of ten (10) years. The name shall be subject to the City's approval, which approval will not be unreasonably withheld.
- 2. The Club may be granted naming rights for the Courts after the expiration of the initial ten (10) year term upon such terms and conditions as the Parties may agree. If the Parties are unable to agree to the terms and conditions of any extension of naming rights, the City will be free to grant naming rights to any other person or entity.

F. Management and Maintenance:

- 1. Following completion of the Project, the City shall perform the customary and routine management, maintenance, and repairs of the Courts at its own expense.
- 2. The Club shall perform any management, maintenance, and repairs of the Courts associated with any tournaments sponsored or organized by the Club, or use by the Club for other events.
- 3. The Club shall have the right to reserve the Courts for tournaments or other Club events, not to exceed seven (7) days at a time, provided the Courts have not been previously reserved by another person or organization. The Club shall contact the City Parks and Recreation Department to reserve the Courts at least thirty (30) days in advance of a tournament or event.

G. <u>It is further agreed by the Parties:</u>

- 1. 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.
- 2. That this MOU may be modified only by mutual written agreement.
- 3. That the Parties agree to execute any additional documents necessary to effectuate this MOU.
- 4. 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.

| DATED | this | dav of | , 2023 |
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| CITY OF COEUR D'ALENE | INLAND NORTHWEST PICKLEBALL CLUB | |
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| James Hammond, Mayor | | |
| ATTEST: | | |
| Renata McLeod, City Clerk | | |