One-time Capital Outlay Summary

FORM B7: ONE-TIME OE AND ONE-TIME CO SUMMARY **Request for Fiscal Year :** 2016

Agency/Department: Idaho Department of Parks and Recreation
Function/Division:
Activity/Program:

Agency Number: 340
Function/Activity Number:
Budget Unit:

Original Request Date: 9/2/2014 Revision Request Date:

Page _____ of _____

33	02	10.31	0243	6899	Harriman - Replace Fire Suppression Pump and Motor	N/A	1975	1	1	5,500	5,500
34	02	10.31	0243	6899	Yankee Fork - Replace Portable Generator	N/A	N/A	1	1	2,500	2,500
35	02	10.31	0243	6699	NRO - Replace Small Single Axle Utility Trailer	N/A	2000	1	1	15,000	15,000
36	02	10.31	0243	6870	Old Mission - Replace Projector Screens Sacred Encounters	N/A	2011	4	4	5,000	20,000
37	02	10.33	0243	6650	Thousand Springs - Replace Kawasaki ATV 4 x 4	N/A	1996	1	1	8,000	8,000
38	02	10.33	0243	6650	Ponderosa - Replace Yamaha Snowmobile	N/A	2007	1	1	10,000	10,000
39	02	10.33	0243	6650	CDA Parkway - Replace Polaris ATV 4 x 4 w/Plow	4,342	2002	1	1	8,500	8,500
40	02	10.31	0243	6699	Bruneau Dunes - Replace Utility Trailer	N/A	1993	1	1	5,800	5,800
41	02	10.33	0243	6630	Farragut - Replace Chevy 1/2-ton Pickup (R258)	147,032	1999	1	1	28,000	28,000
42	02	10.33	0243	6650	Eagle Island - Replace GEM Electric Vehicle	N/A	2000	1	1	10,000	10,000
43	02	10.31	0243	6610	Lake Walcott - Replace Toro Lawn Mower	N/A	2004	1	1	20,000	20,000
44	02	10.33	0243	6630	Hells Gate - Replace Chevy 3/4-ton Pickup (R423)	164,681	1988	1	1	28,000	28,000
45	02	10.33	0243	6630	Henrys Lake - Replace Ford 1/2-ton Pickup (R150)	164,589	1998	1	1	28,000	28,000
46	02	10.33	0243	6630	Lucky Peak - Replace Dodge 1-ton Dump Pickup (R90) w/Used	61,770	1974	1	1	15,000	15,000
47	02	10.31	0243	6610	Massacre Rocks - Replace Ford Tractor / Loader	1900 hrs.	1984	1	1	37,000	37,000
48	01	10.34	0247.06	6410	MIS - Replace Desktop Computers	N/A	various	183	34	1,300	44,200
49	01	10.34	0247.06	6410	MIS - Replace Laptop Computers	N/A	various	78	20	2,200	44,000
50	01	10.34	0247.06	6411	MIS - Replace Server	N/A	various	8	1	10,000	10,000
										Grand Total	**3,707,000**

Grand Total by Program		**3,707,000**
01	*Management Services*	*98,200*
02	*Park Operations*	*999,800*
03	*Capital Development*	*2,609,000*

Grand Total by Decision Unit		**3,707,000**
10.31	*Replacement Items - Park Infrastructure Repair & Equipment Replacement*	*795,800*
10.33	*Replacement Items - Vehicles*	*204,000*
10.34	*Replacement Items - Computer Replacement*	*98,200*
10.35	*Replacement Items - Health & Safety*	*2,031,000*
12.02	*Program Enhancement - Farragut Scott Group Area Development*	*328,000*
12.03	*Program Enhancement - Harriman Silver Lake Yurts (2)*	*24,000*
12.04	*Program Enhancement - Round Lake Day Use Parking*	*26,000*
12.05	*Program Enhancement - Lake Cascade West-side VC Retail / Rental*	*30,000*
12.06	*Program Enhancement - Harriman Ranchview Group Shelter*	*75,000*
12.07	*Program Enhancement - Thousand Springs Group Shelter*	*75,000*
12.08	*Program Enhancement - Harriman CXT Golden Lake*	*20,000*

Grand Total by Fund Source		**3,707,000**
0001	*General Funds*	*440,000*
0243	*Parks and Recreation*	*611,300*
0247.01	*Recreational Fuels - Capital Improvement*	*1,019,000*
0247.03	*Recreational Fuels - Off-road Motor Vehicle*	*610,000*

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Function/Division:

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Original Request Date: 9/2/2014 Revision Request Date:

Page _____ of _____

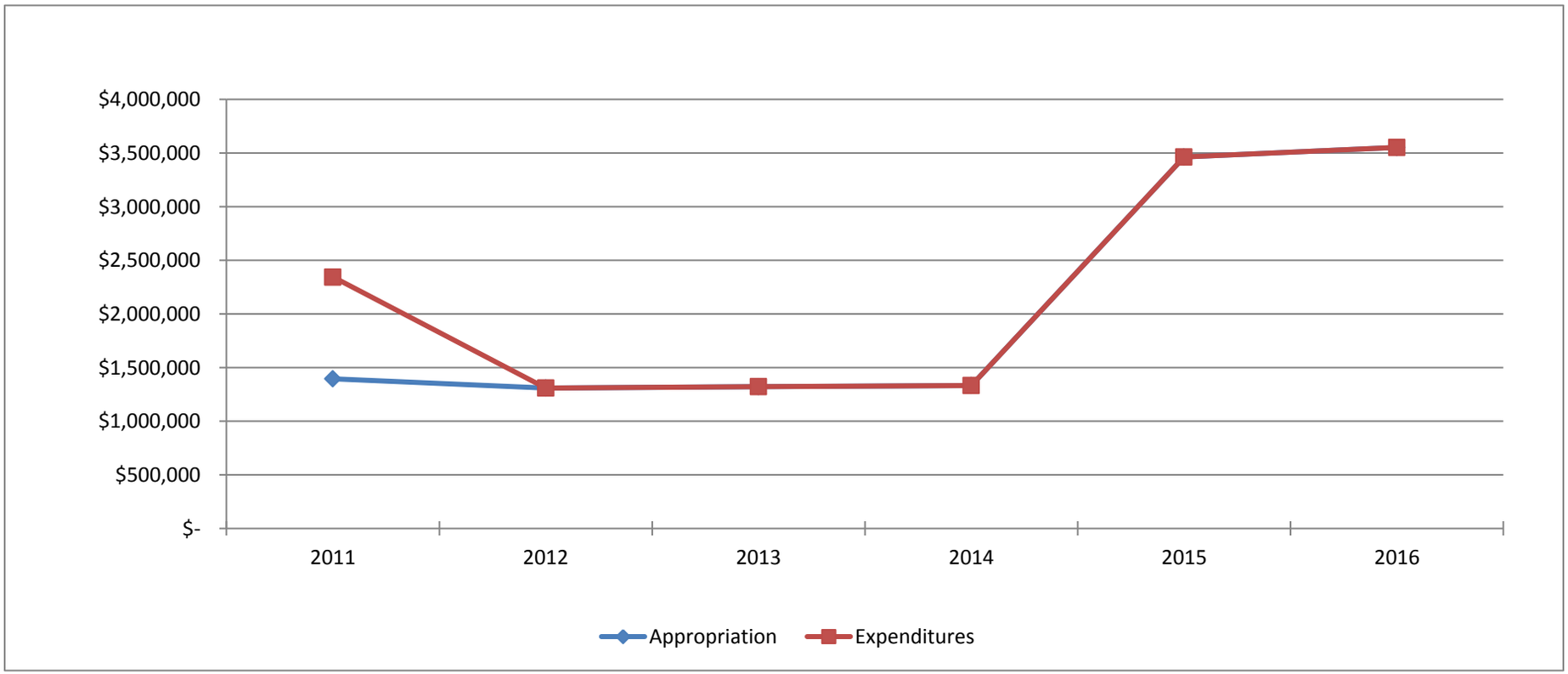
	0247.04	*Recreational Fuels - Road and Bridge Fund*			*71,000*
	0247.06	*Recreational Fuels - Admin*			*98,200*
	0250.04	*Parks and Recreation Registration - Motorbike & ATV License*			*112,500*
	0410.01	*Parks and Recreation Enterprise (enterprise operations, cabins, marina, retail sales)*			*381,000*
	0496.02	*Parks and Recreation Expendable Trust - Harriman*			*24,000*
	0496.03	*Park Land Trust - Billingsly Creek*			*340,000*
Grand Total by Category					**3,707,000**
	6198	*Other Site Development - 1099 Reportable*	*0*	*11*	*1,307,000*
	6231	*Building Improvement - 1099 Reportable*	*1*	*4*	*435,000*
	6398	*Other Property Improvements - 1099 Reportable*	*0*	*13*	*887,000*
	6410	*Personal Computer Hardware*	*261*	*54*	*88,200*
	6411	*Server and Storage Hardware*	*8*	*1*	*10,000*
	6610	*Landscape Equipment*	*86*	*11*	*727,000*
	6630	*Auto & Light Trucks*	*4*	*4*	*99,000*
	6650	*Small Motorized Equipment*	*33*	*11*	*99,000*
	6699	*Other Non-motorized Equipment*	*3*	*3*	*26,800*
	6870	*Elect & Photo Equipment*	*4*	*4*	*20,000*
	6899	*Other Specific Use Equipment*	*2*	*2*	*8,000*

IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
GENERAL FUND (0001)

Sources and Uses: Source - The General Fund primarily consists of state tax revenue (income, sales, cigarette, beer & wine…) not specifically appropriated to any other fund (I.C. 67-1205). Uses - It may be used for any appropriated purpose, typically personnel costs, operating expenditures and capital outlay.

Source of Data - DAFR 8011, Appropriation Bills, DAFR 8290

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Appropriation	6,792,000	1,395,700	1,308,500	1,322,600	1,332,000	3,463,800	3,553,800
Expenditures	10,262,738	2,345,184	1,308,500	1,322,600	1,332,000	3,463,800	3,553,800
APPROP % Change	-57.74%	-57.74%	-6.25%	1.08%	0.71%	160.05%	2.60%

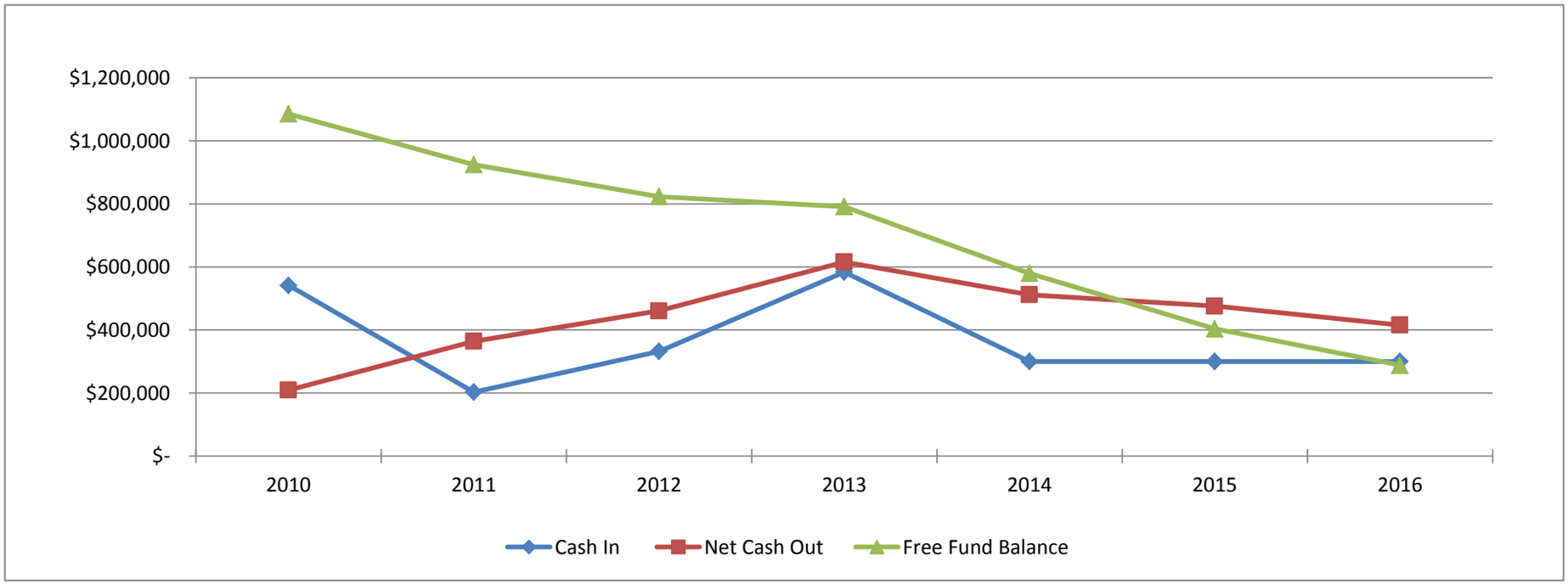


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
INDIRECT COST RECOVERY FUND (0125)

Sources and Uses: Source - Indirect cost rate recovery on federal grants. Uses - General department administrative costs and State & Federal Grant Program administration.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	541,400	203,000	331,900	583,800	300,000	300,000	300,000
Cash Out / Appropriation	209,100	337,000	460,500	652,200	520,300	475,500	415,700
Encumbrances		26,800					
Reversions / Projected Reversions				(36,700)	(8,400)		
Net Cash Out	209,100	363,800	460,500	615,500	511,900	475,500	415,700
Free Fund Balance	1,085,400	924,600	822,800	791,100	579,200	403,700	288,000

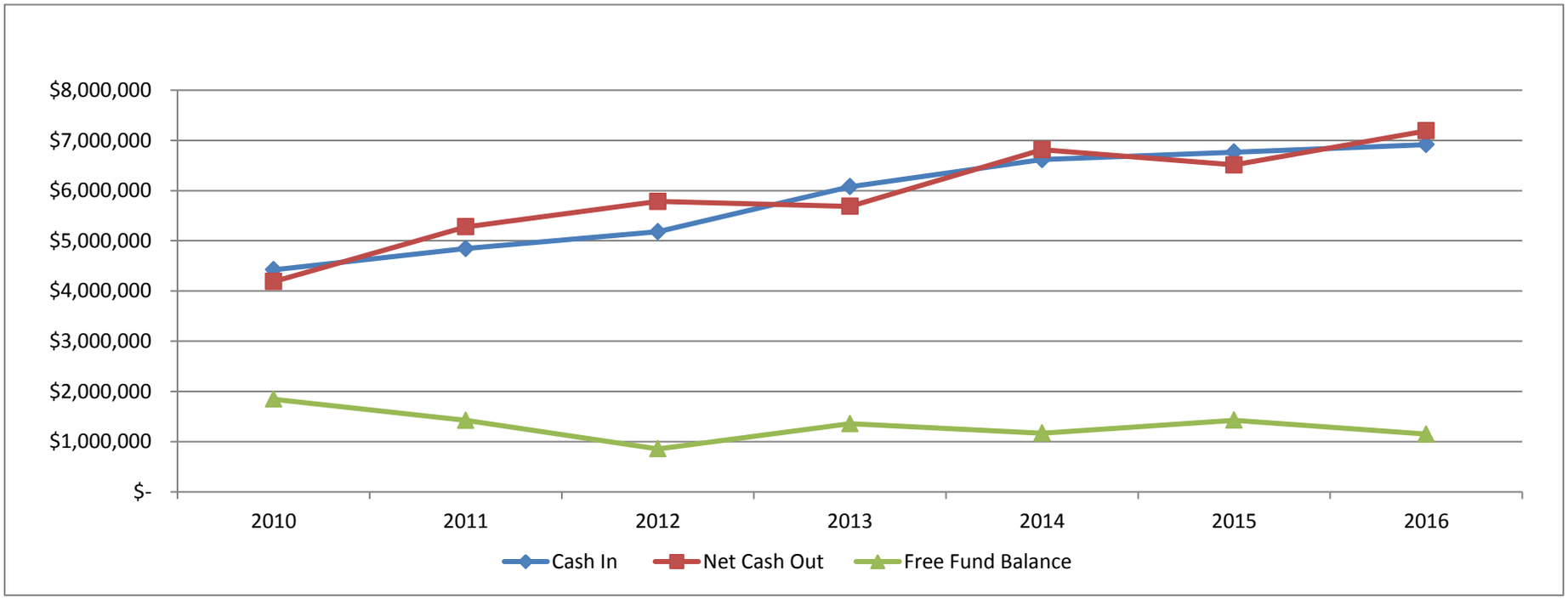


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
PARKS AND RECREATION FUND (0243)

Sources and Uses: Sources - Park user fees (e.g., camping, motor vehicle entry fees and Park Passports). Uses - Administration and operations of the department.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	4,423,400	4,844,700	5,179,200	6,078,500	6,616,000	6,766,400	6,916,400
Cash Out / Appropriation	4,176,500	5,241,700	5,676,600	5,983,400	7,413,900	6,846,600	7,427,900
Encumbrances	11,500	34,700	106,900	11,500			
Reversions / Projected Reversions				(309,600)	(600,000)	(336,800)	(236,800)
Net Cash Out	4,188,000	5,276,400	5,783,500	5,685,300	6,813,900	6,509,800	7,191,100
Free Fund Balance	1,843,800	1,423,600	854,000	1,354,100	1,167,700	1,424,300	1,149,600

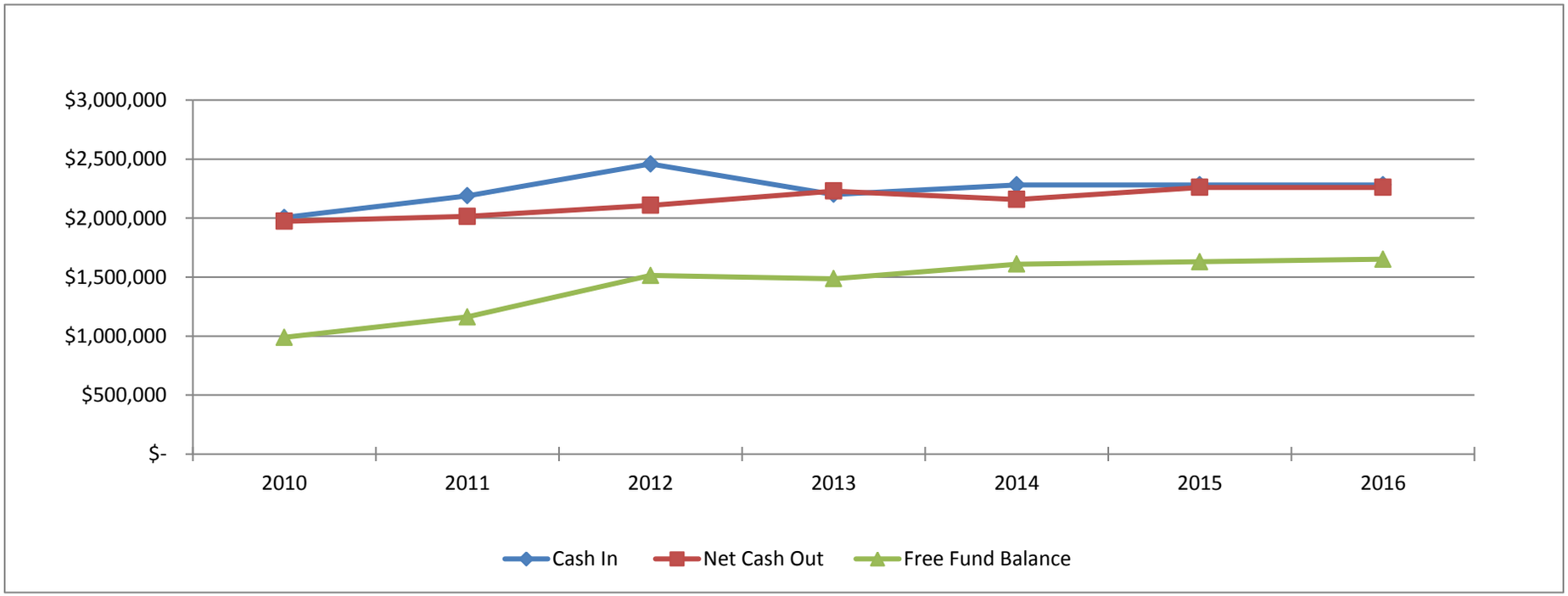


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
PARKS AND RECREATION FUND (0243.02)

Sources and Uses: Source - Administrative fee (15%) of revenue from boat, snowmobile, motorbike and ATV/UTV registrations (does not include RVs). Uses - Any department administrative costs.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	2,005,200	2,188,400	2,458,700	2,201,100	2,281,100	2,281,100	2,281,100
Cash Out / Appropriation	1,973,000	2,014,800	2,107,900	2,292,200	2,255,800	2,260,200	2,260,200
Encumbrances							
Reversions / Projected Reversions				(63,700)	(98,000)		
Net Cash Out	1,973,000	2,014,800	2,107,900	2,228,500	2,157,800	2,260,200	2,260,200
Free Fund Balance	988,800	1,162,400	1,513,200	1,485,800	1,609,100	1,630,000	1,650,900

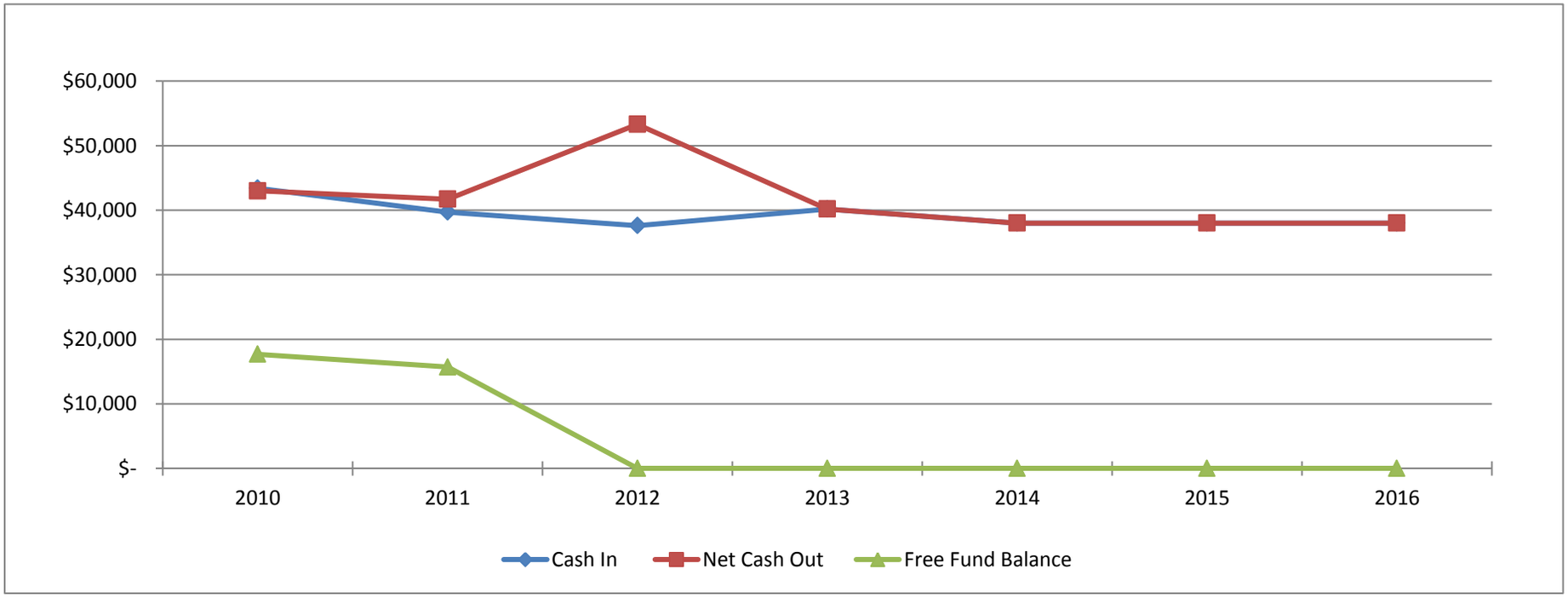


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
SAWTOOTH LICENSE PLATE FUNDS (0243.03)

Sources and Uses: Source - Revenue from the sale and renewal of the Sawtooth National Recreation Area (SNRA) specialty license plate. Uses - 15% is retained by the department for administrative costs and 85% is transferred to the Sawtooth Society for grants supporting facilities and services within the SNRA.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	43,400	39,700	37,600	40,200	38,000	38,000	38,000
Cash Out / Appropriation	43,000	41,700	53,300	48,000	60,000	60,000	60,000
Encumbrances							
Reversions / Projected Reversions				(7,800)	(22,000)	(22,000)	(22,000)
Net Cash Out	43,000	41,700	53,300	40,200	38,000	38,000	38,000
Free Fund Balance	17,700	15,700	-	-	-	-	-

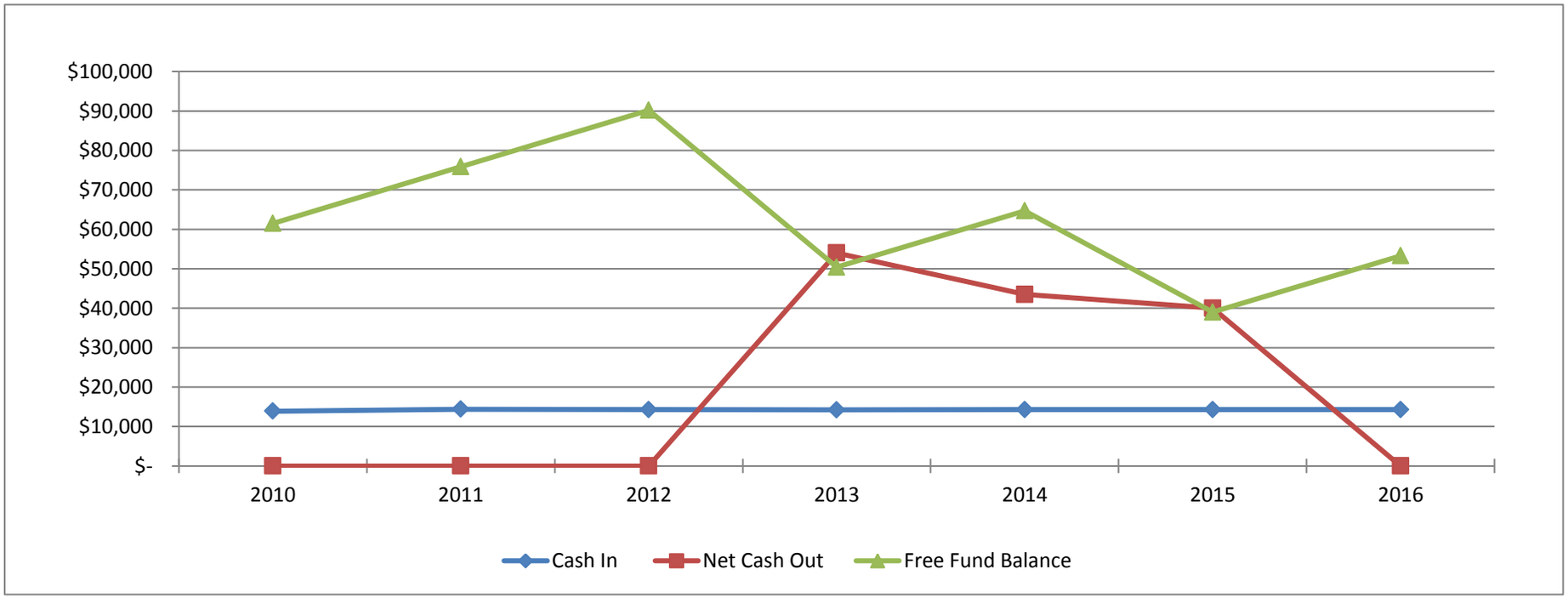


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
CUTTHROAT LICENSE PLATE FUNDS (0243.04)

Sources and Uses: Source - Revenue set-aside from the sale and renewal of the Cutthroat Wildlife specialty license plate. Uses - Grant program for the construction and maintenance of nonmotorized boating access facilities.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	13,900	14,400	14,300	14,200	14,300	14,300	14,300
Cash Out / Appropriation	-	-	-	10,500	103,500	60,000	60,000
Encumbrances				43,500			
Reversions / Projected Reversions					(60,000)	(20,000)	(60,000)
Net Cash Out	-	-	-	54,000	43,500	40,000	-
Free Fund Balance	61,500	75,900	90,200	50,400	64,700	39,000	53,300

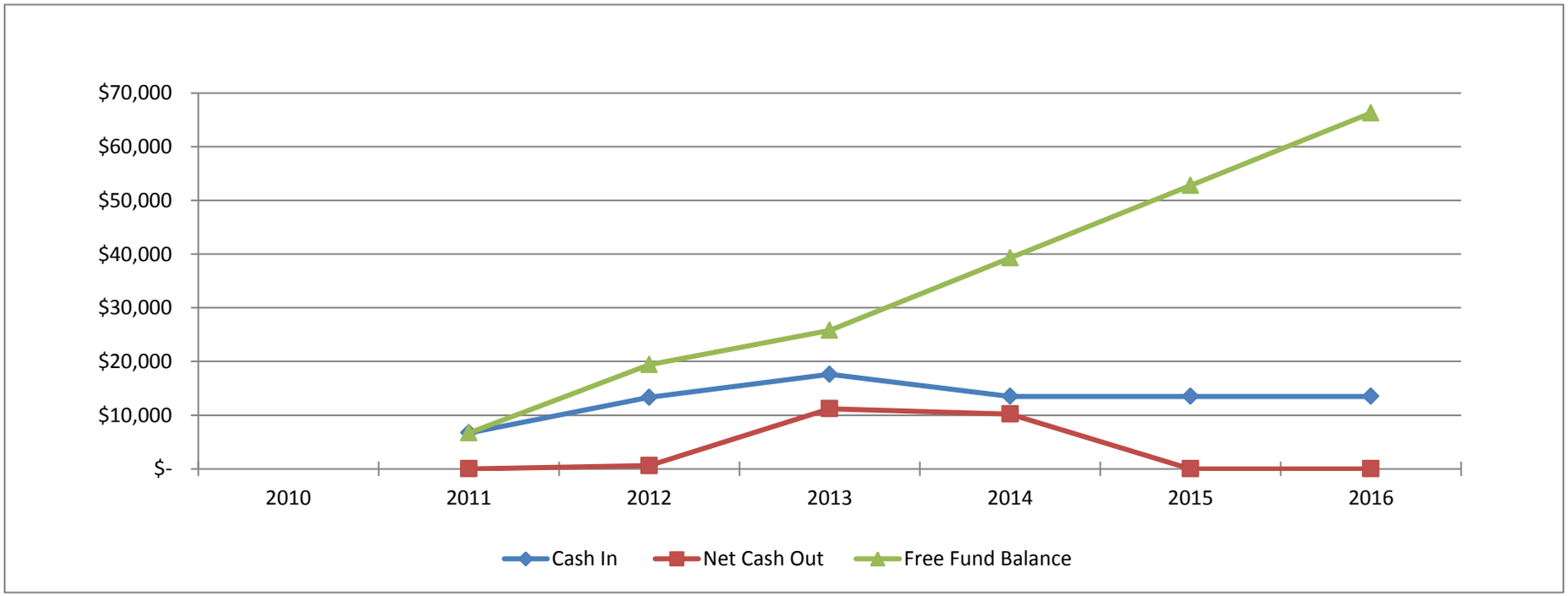


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
MOUNTAIN BIKE LICENSE PLATE FUNDS (0243.05)

Sources and Uses: Source - Revenue from the sale and renewal of the Idaho Mountain Bike specialty license plate. $22 for each new plate and $12 for each renewal. Uses - Grant program for the preservation, maintenance and expansion of recreational trails within Idaho where mountain biking is permitted (I.C. 49-419E).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In		6,700	13,300	17,600	13,500	13,500	13,500
Cash Out / Appropriation		-	600	1,000	21,900	11,800	11,800
Encumbrances				10,200			
Reversions / Projected Reversions					(11,700)	(11,800)	(11,800)
Net Cash Out		-	600	11,200	10,200	-	-
Free Fund Balance		6,700	19,400	25,800	39,300	52,800	66,300

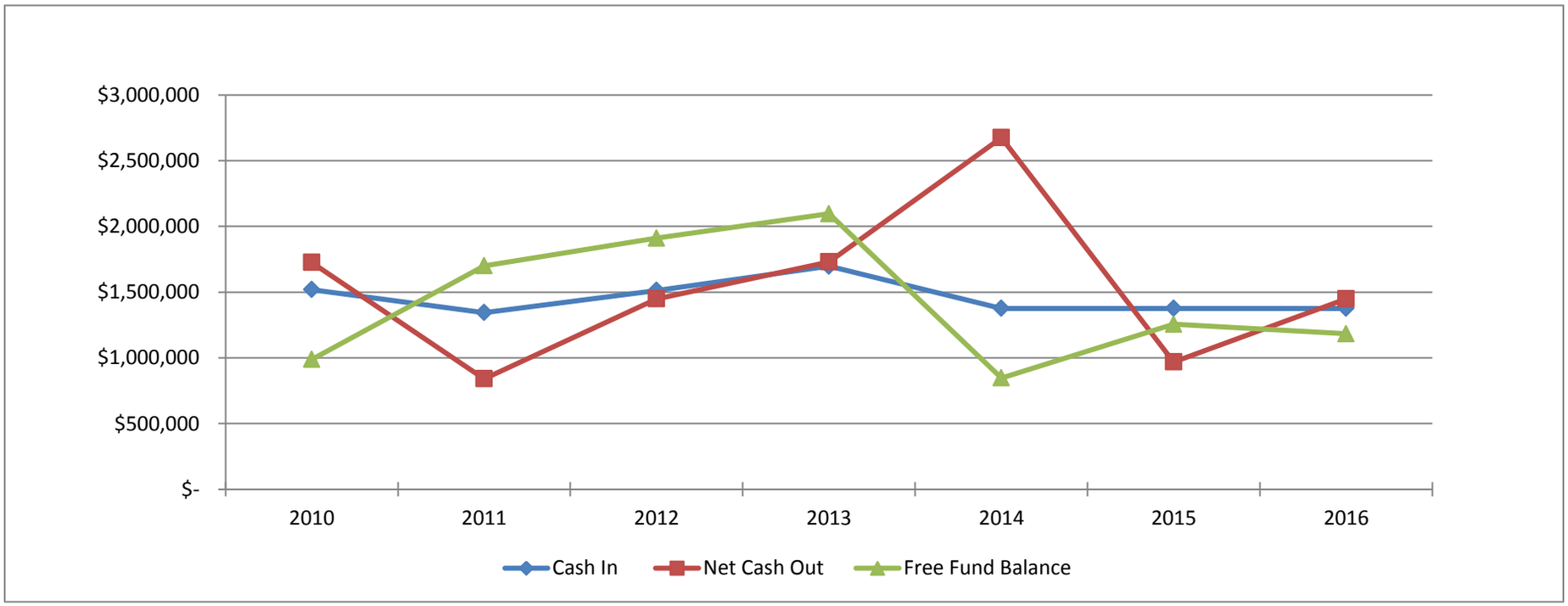


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
CAPITAL IMPROVEMENTS FUND (0247.01)

Sources and Uses: Source - Percentage of state fuel tax collection. Uses - Acquisition, maintenance, improvement, repair and equipment for parks and recreation sites (63-2412 and 57-1801).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	1,518,500	1,344,300	1,512,600	1,697,100	1,376,200	1,376,200	1,376,200
Cash Out / Appropriation	1,515,900	694,600	1,230,100	1,748,100	2,677,400	968,300	1,448,800
Encumbrances	210,000	146,300	218,800	49,800			
Reversions / Projected Reversions				(67,700)	(2,400)		
Net Cash Out	1,725,900	840,900	1,448,900	1,730,200	2,675,000	968,300	1,448,800
Free Fund Balance	987,300	1,700,700	1,910,700	2,096,400	847,400	1,255,300	1,182,700

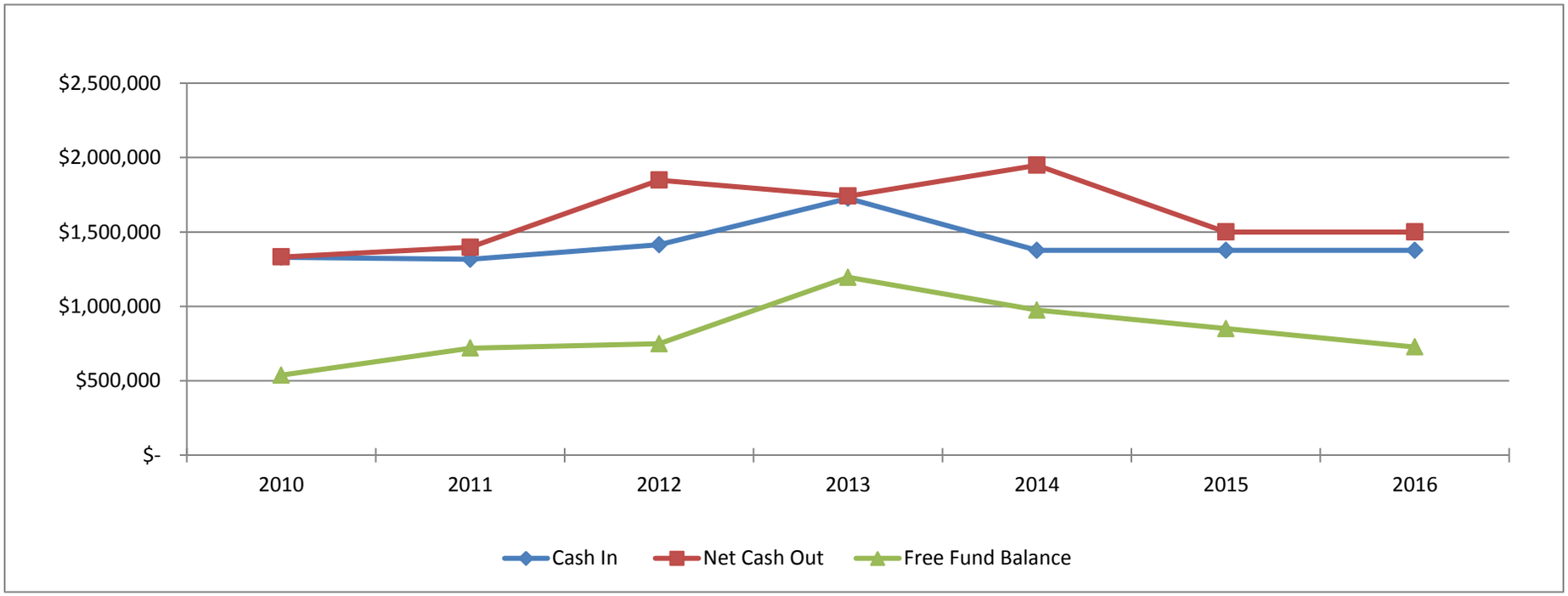


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
WATERWAYS IMPROVEMENT FUND (0247.02)

Sources and Uses: Source - Percentage of state fuel tax collection. Uses - Grant program for the protection and promotion of safety, waterways improvement including boat ramps, parking, marking, search and rescue, and property acquisition (63-2412 and 57-1501).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	1,329,900	1,316,100	1,413,700	1,726,200	1,376,200	1,376,200	1,376,200
Cash Out / Appropriation	1,068,600	933,200	1,386,700	1,415,000	1,948,400	1,500,200	1,500,200
Encumbrances	263,300	463,900	462,100	351,700			
Reversions / Projected Reversions				(25,300)			
Net Cash Out	1,331,900	1,397,100	1,848,800	1,741,400	1,948,400	1,500,200	1,500,200
Free Fund Balance	537,100	719,400	748,200	1,195,100	974,600	850,600	726,600

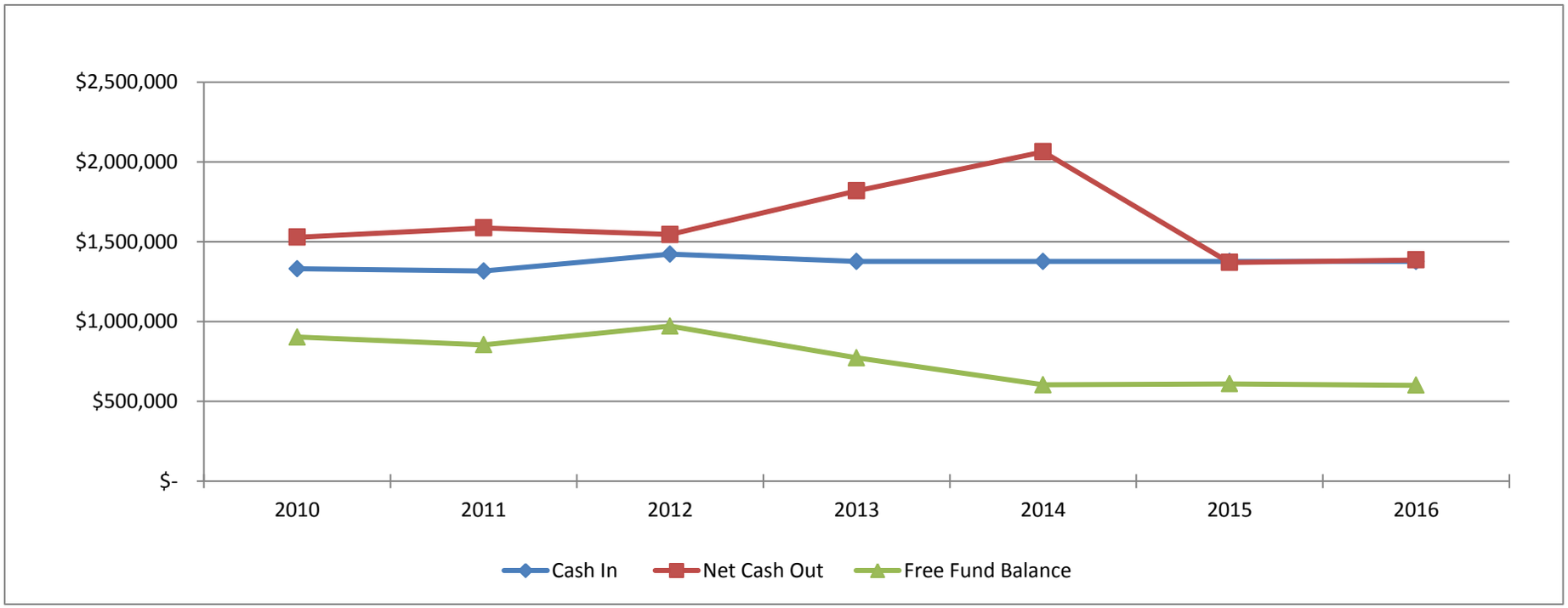


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
OFF-ROAD MOTOR VEHICLE FUND (0247.03)

Sources and Uses: Source - Percentage of state fuel tax collection. Uses - Grant program for the acquisition and maintenance of off-highway vehicle sites and facilities (63-2412 and 57-1901).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	1,329,900	1,316,100	1,421,700	1,376,200	1,376,200	1,376,200	1,376,200
Cash Out / Appropriation	1,304,800	1,346,700	1,300,700	1,337,600	2,062,600	1,370,000	1,385,200
Encumbrances	222,900	239,900	244,500	516,900		-	
Reversions / Projected Reversions				(35,500)			
Net Cash Out	1,527,700	1,586,600	1,545,200	1,819,000	2,062,600	1,370,000	1,385,200
Free Fund Balance	902,200	854,600	971,000	772,700	603,200	609,400	600,400

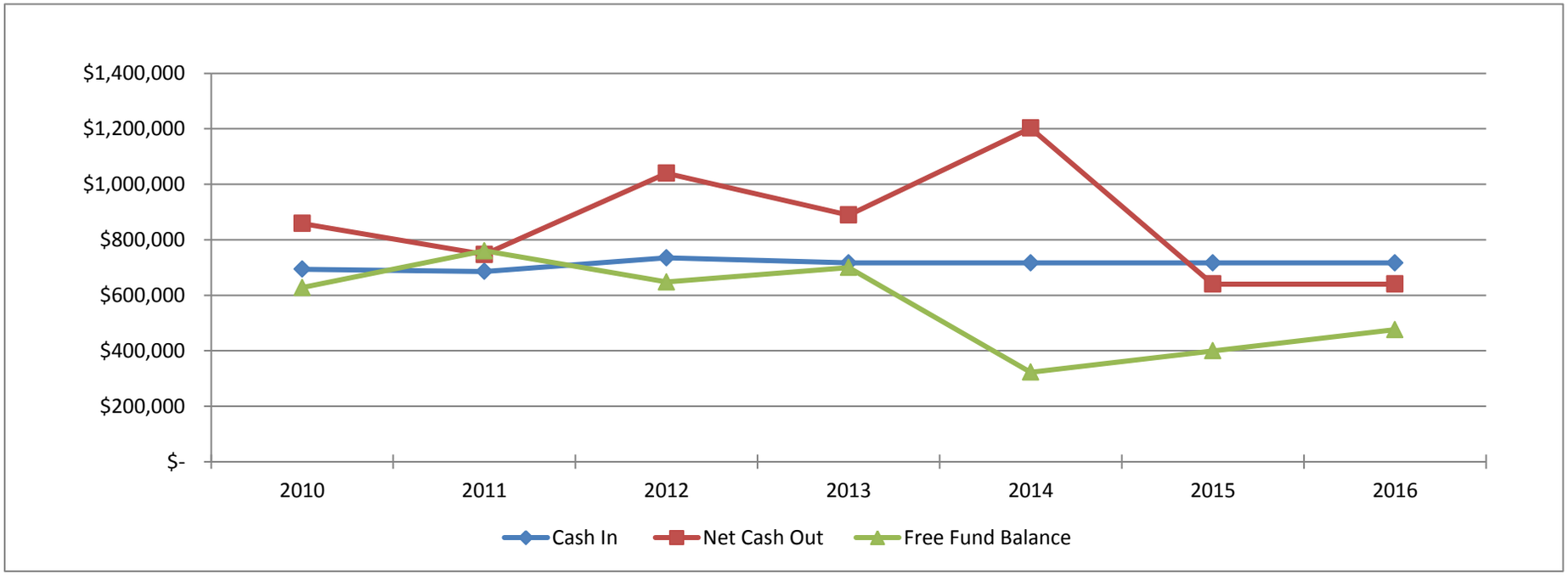


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
ROAD AND BRIDGE FUND (0247.04)

Sources and Uses: Source - Percentage of state fuel tax collection. Uses - Approximately 1/2 to Capital Development and 1/2 to grant program the development and maintenance of roads, bridges and parking areas within and leading to parks and recreation areas of the state (63-2412).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	694,100	685,500	734,900	716,800	716,800	716,800	716,800
Cash Out / Appropriation	664,700	553,900	815,800	780,600	1,202,500	640,200	640,200
Encumbrances	193,800	193,000	224,200	108,700			
Reversions / Projected Reversions							
Net Cash Out	858,500	746,900	1,040,000	889,300	1,202,500	640,200	640,200
Free Fund Balance	627,700	760,100	648,000	699,700	322,700	399,300	475,900

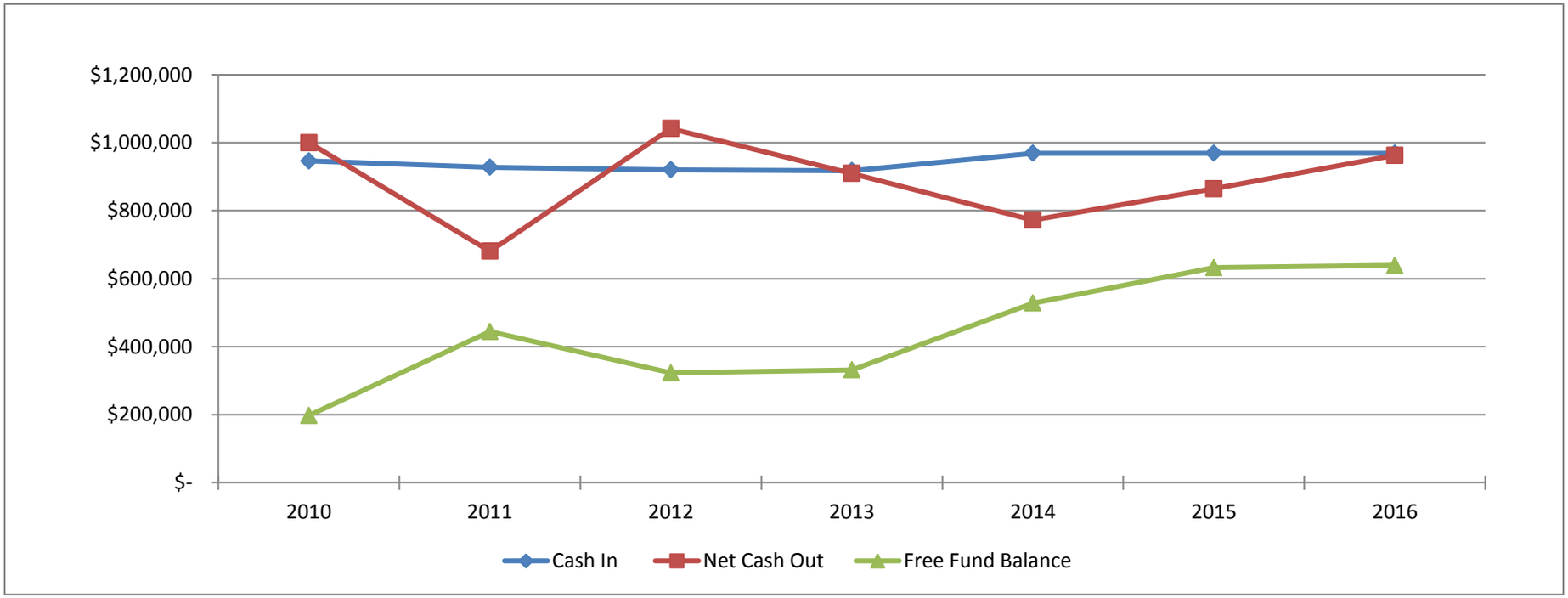


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
RECREATIONAL FUELS ADMINISTRATION (0247.06)

Sources and Uses: Source - Administration fee (20%) from each of the four dedicated recreational fuel tax funds (0247-01, 0247-02, 0247-03 and 0247-04).
Uses - Any department administrative costs (63-2412).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	946,200	927,700	919,900	917,800	969,000	969,000	969,000
Cash Out / Appropriation	999,900	680,800	1,041,200	1,047,900	805,600	864,400	962,600
Encumbrances							
Reversions / Projected Reversions				(138,700)	(33,000)		
Net Cash Out	999,900	680,800	1,041,200	909,200	772,600	864,400	962,600
Free Fund Balance	197,400	444,300	323,000	331,600	528,000	632,600	639,000

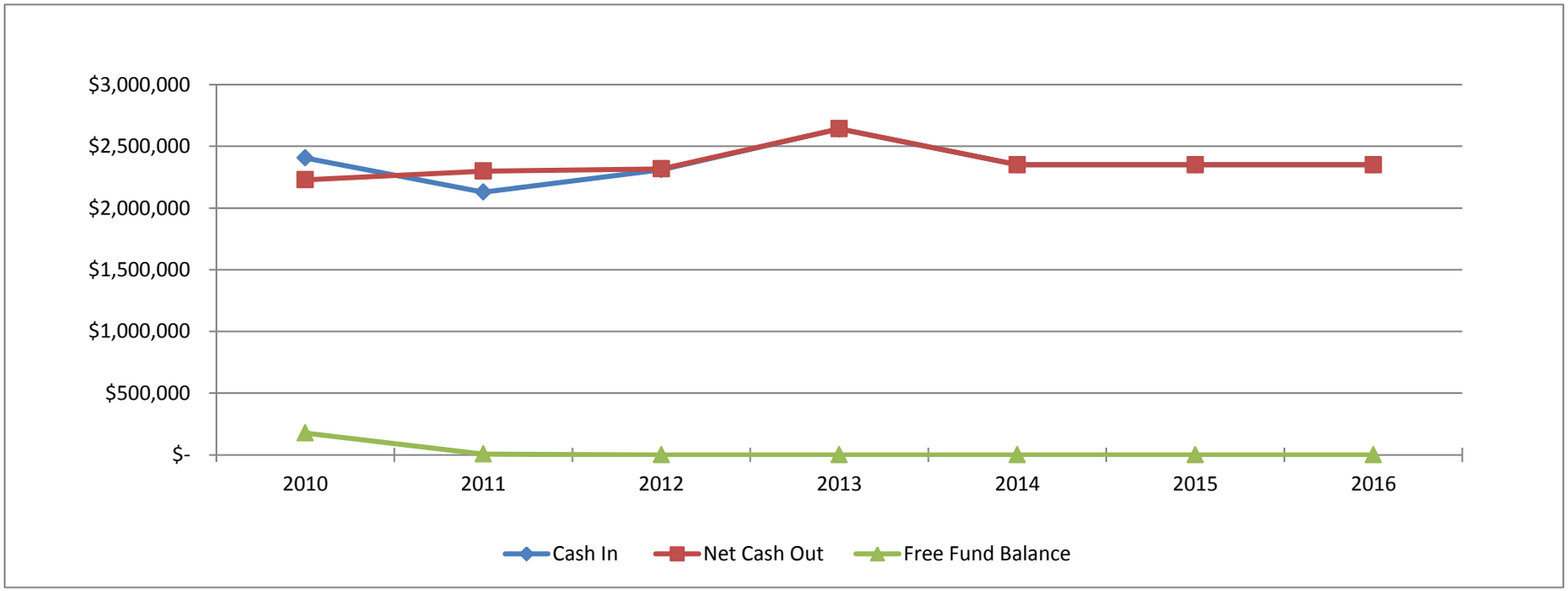


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
STATE VESSEL FUND (0250.01)

Sources and Uses: Source - Revenue from boat registration fees. Uses - Up to 15% retained by the department for administrative costs (fund 0243-02). 85% distributed to counties to support program development, boating facilities, maintenance and services (67-7013).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	2,406,000	2,128,500	2,310,500	2,640,500	2,350,000	2,350,000	2,350,000
Cash Out / Appropriation	2,229,100	2,299,300	2,316,400	2,641,000	2,350,000	2,350,000	2,350,000
Encumbrances							
Reversions / Projected Reversions							
Net Cash Out	2,229,100	2,299,300	2,316,400	2,641,000	2,350,000	2,350,000	2,350,000
Free Fund Balance	177,200	6,400	500	-	-	-	-

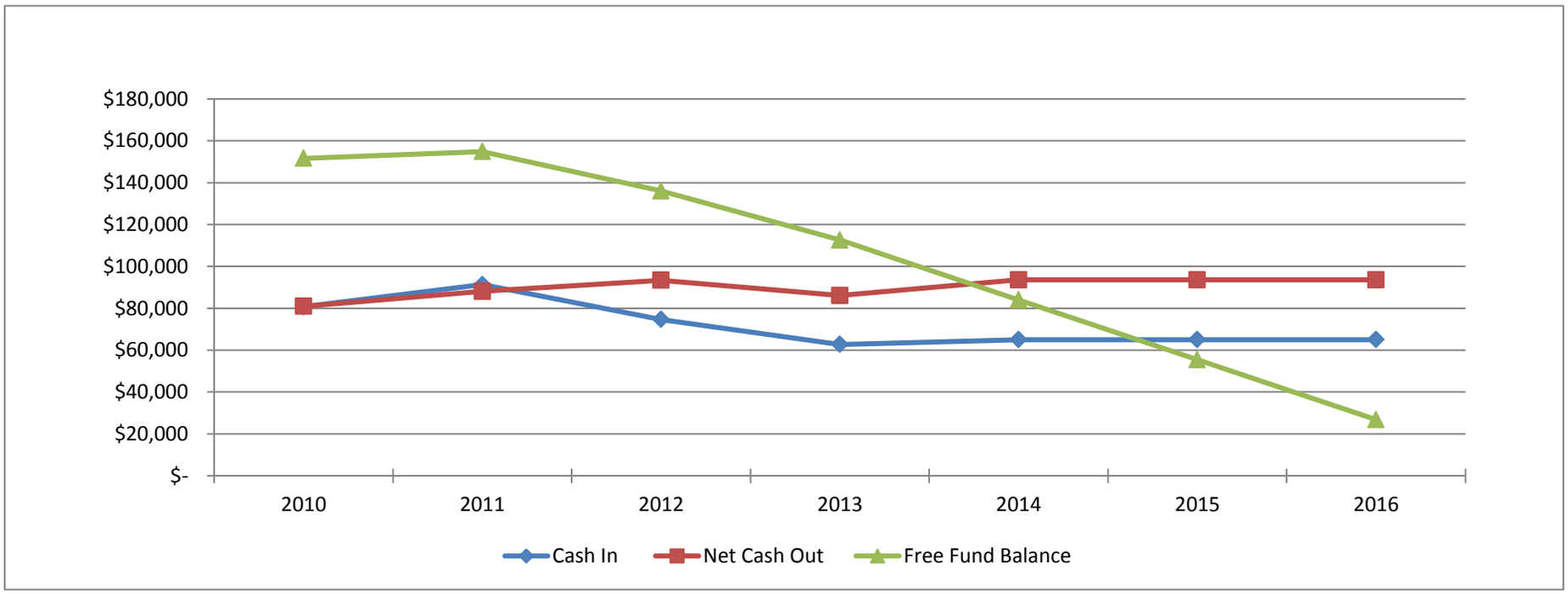


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
CROSS COUNTRY SKIING FUND (0250.02)

Sources and Uses: Source - Revenue from the Park and Ski permits. Uses - Up to 15% retained by the department for administrative costs (fund 0243-02). 85% distributed to programs for snow removal, development and maintenance of trails and parking lots (67-7115 and 67-7118).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	80,700	91,300	74,600	62,700	65,000	65,000	65,000
Cash Out / Appropriation	80,900	88,100	93,400	101,500	93,600	93,600	93,600
Encumbrances							
Reversions / Projected Reversions				(15,400)			
Net Cash Out	80,900	88,100	93,400	86,100	93,600	93,600	93,600
Free Fund Balance	151,600	154,800	136,000	112,600	84,000	55,400	26,800

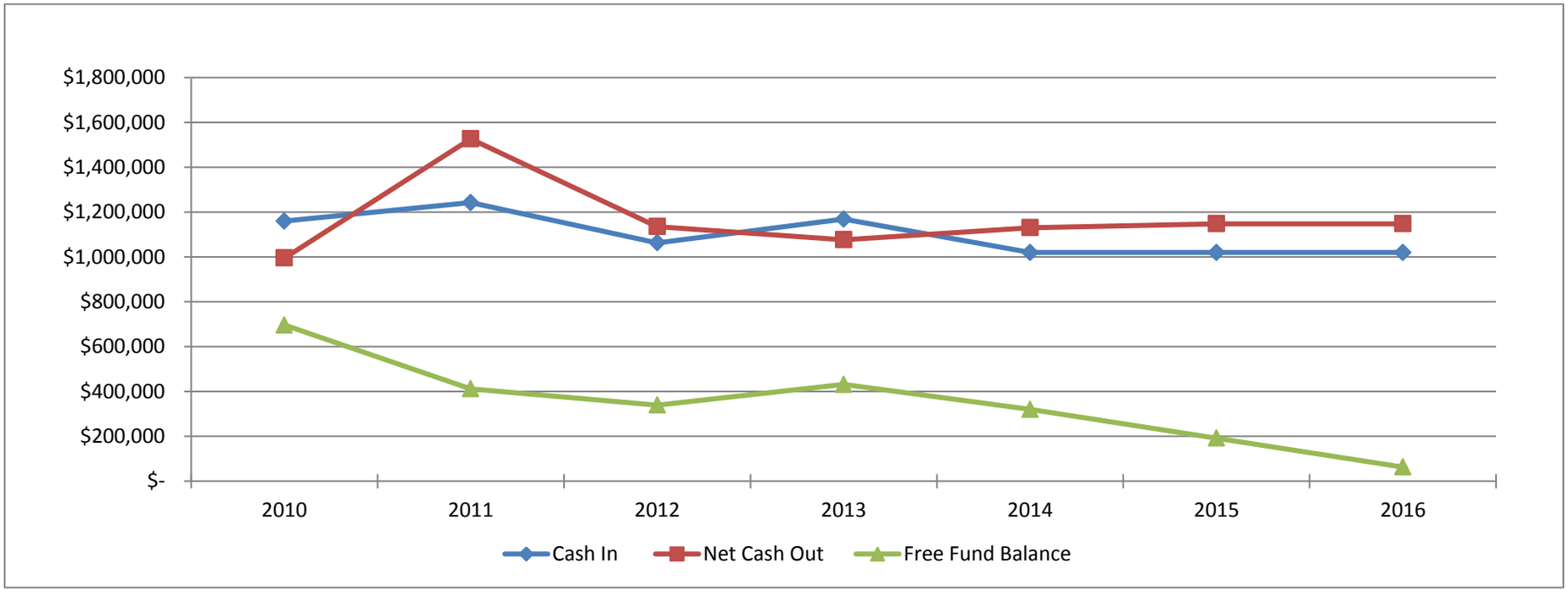


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
SNOWMOBILE FUND (0250.03)

Sources and Uses: Source - Revenue from snowmobile registration fees. Uses - After $1.00 set-aside transferred to ISP Search & Rescue Fund (0266-01), up to 15% retained by the department for administrative costs (fund 0243-02). 85% distributed to counties to provide services or facilities benefitting snowmobiling (e.g., trail grooming, parking lot plowing, warming huts and trail signing (67-7106)).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	1,160,200	1,242,600	1,062,900	1,168,800	1,020,000	1,020,000	1,020,000
Cash Out / Appropriation	996,000	1,526,700	1,135,300	1,300,700	1,280,900	1,333,800	1,333,800
Encumbrances							
Reversions / Projected Reversions				(223,600)	(150,000)	(185,300)	(185,300)
Net Cash Out	996,000	1,526,700	1,135,300	1,077,100	1,130,900	1,148,500	1,148,500
Free Fund Balance	696,000	411,900	339,500	431,200	320,300	191,800	63,300

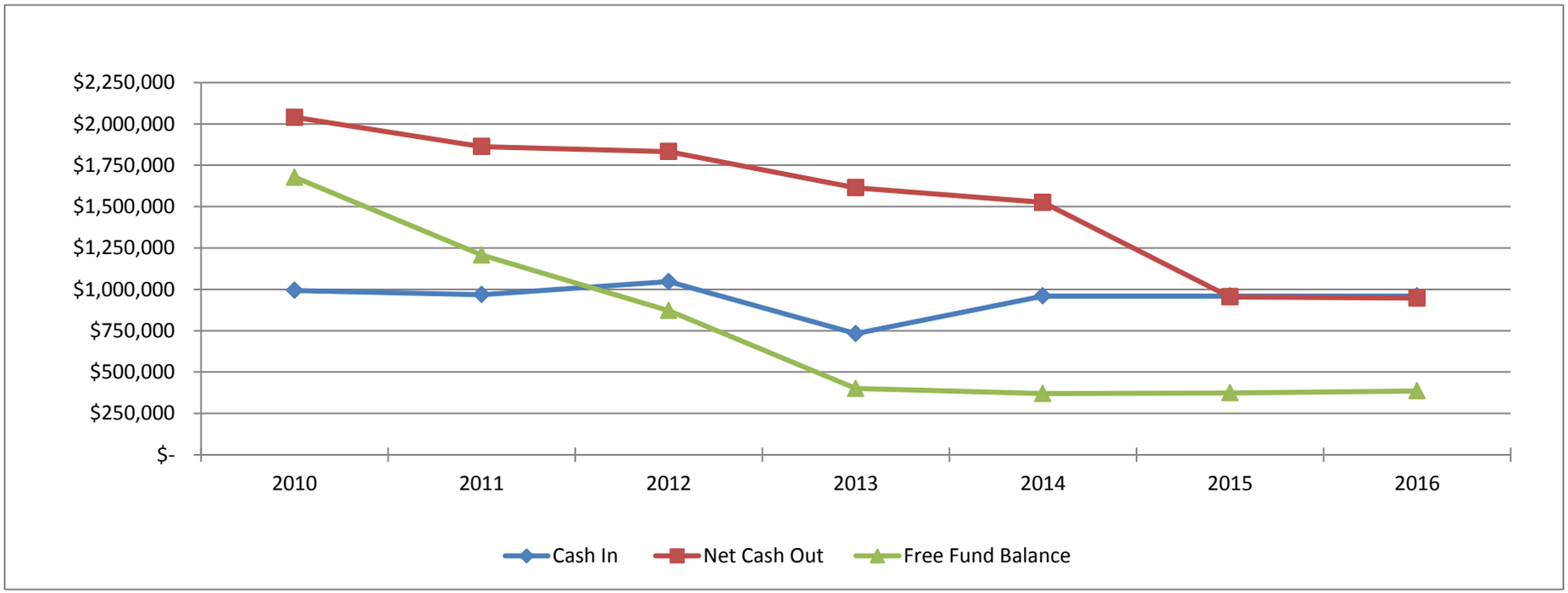


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
MOTORBIKE FUND (0250.04)

Sources and Uses: Source - Revenue from motorbike, ATV and UTV registration fees. Uses - Up to 15% retained by the department for administrative costs (fund 0243-02). 85% distributed through grant program for acquisition, development and maintenance of off-highway trails and facilities and for off-road user education. (67-7127).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	992,700	967,800	1,046,700	732,000	958,900	958,900	958,900
Cash Out / Appropriation	1,614,500	1,413,000	1,421,100	1,627,900	2,105,100	1,624,400	1,616,900
Encumbrances	425,000	450,200	411,500	535,000			
Reversions / Projected Reversions				(548,700)	(580,000)	(670,000)	(670,000)
Net Cash Out	2,039,500	1,863,200	1,832,600	1,614,200	1,525,100	954,400	946,900
Free Fund Balance	1,677,400	1,207,000	871,300	400,600	369,400	373,900	385,900

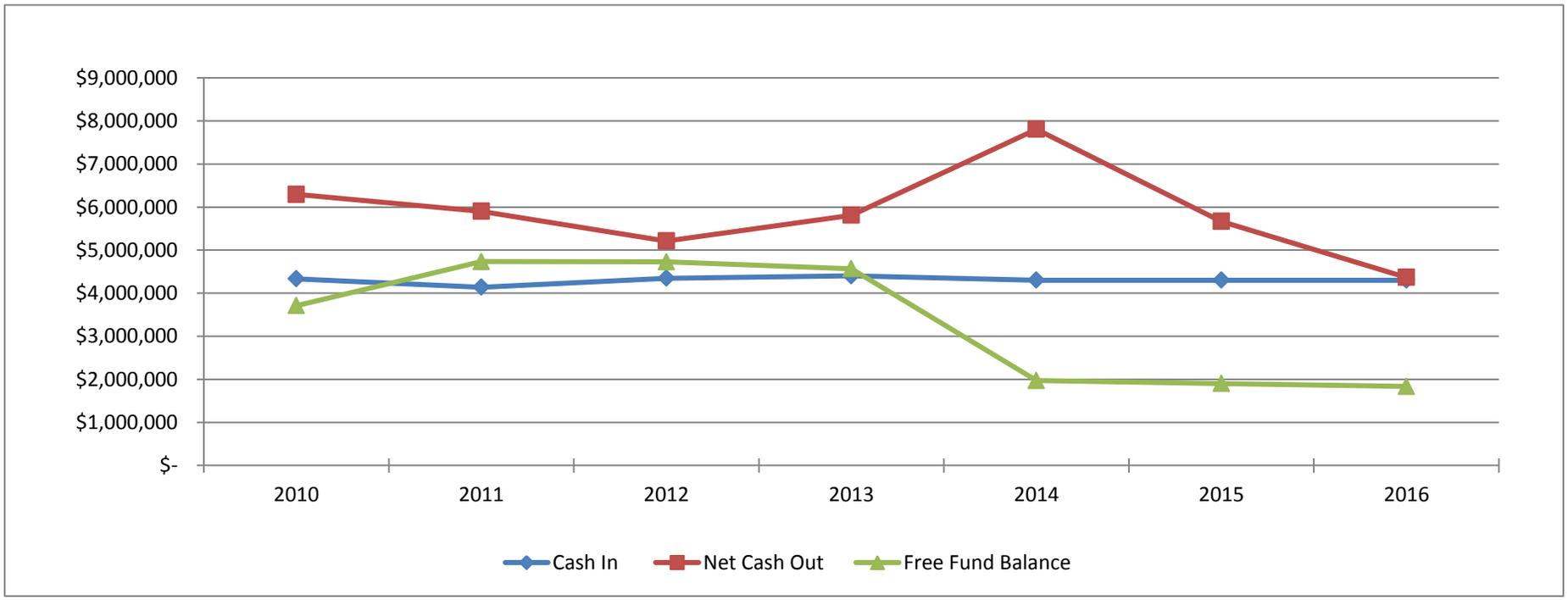


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
RECREATIONAL VEHICLE FUND (0250.05)

Sources and Uses: Source - Revenue recreational vehicle registration fees. Uses - After $2 deduction for county assessor costs and a 1% set-aside for ISP - Search and Rescue Fund, up to 15% retained by the department for administrative costs. From the remaining 85%, up to $1.5 million used to support personnel and operating costs at state parks, and the remainder to grants for developing, maintaining and expanding RV facilities (49-448 and 67-4223).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	4,335,400	4,138,300	4,347,400	4,403,200	4,300,000	4,300,000	4,300,000
Cash Out / Appropriation	3,510,400	5,042,800	3,966,600	5,214,500	7,809,000	5,667,200	4,367,200
Encumbrances	2,785,100	857,500	1,243,700	911,100	1,300,000		
Reversions / Projected Reversions				(317,000)	(1,300,000)		
Net Cash Out	6,295,500	5,900,300	5,210,300	5,808,600	7,809,000	5,667,200	4,367,200
Free Fund Balance	3,711,200	4,734,300	4,728,900	4,567,200	1,969,300	1,902,100	1,834,900

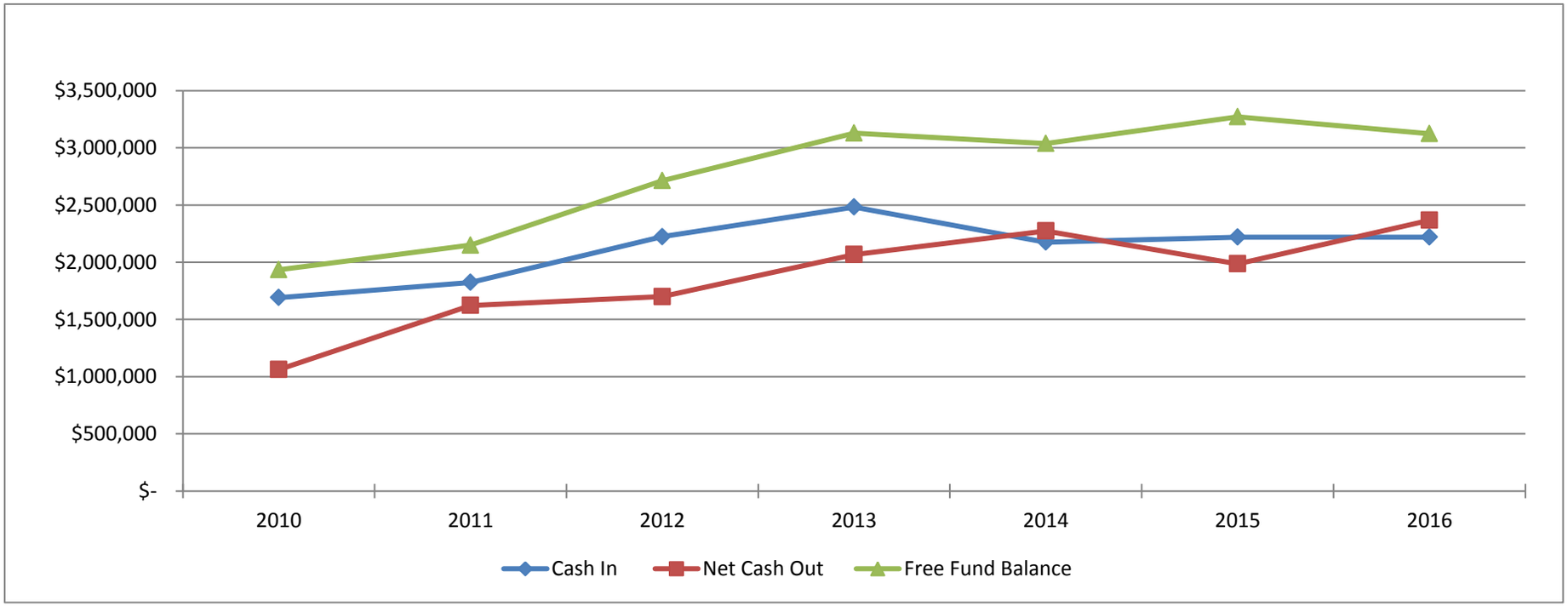


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
PUBLIC RECREATION ENTERPRISE FUND (0410.01)

Sources and Uses: Sources - Enterprise operations such as retail sales, marina operations and rentals of cabins and yurts. Uses - Park and recreation enterprise operations.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	1,691,500	1,824,300	2,222,700	2,481,700	2,175,800	2,219,300	2,219,300
Cash Out / Appropriation	1,049,800	1,580,300	1,699,800	2,904,400	2,323,700	1,985,700	2,366,700
Encumbrances	12,400	41,800		6,700			
Reversions / Projected Reversions				(844,700)	(50,000)		
Net Cash Out	1,062,200	1,622,100	1,699,800	2,066,400	2,273,700	1,985,700	2,366,700
Free Fund Balance	1,934,900	2,149,500	2,714,200	3,129,500	3,038,300	3,271,900	3,124,500

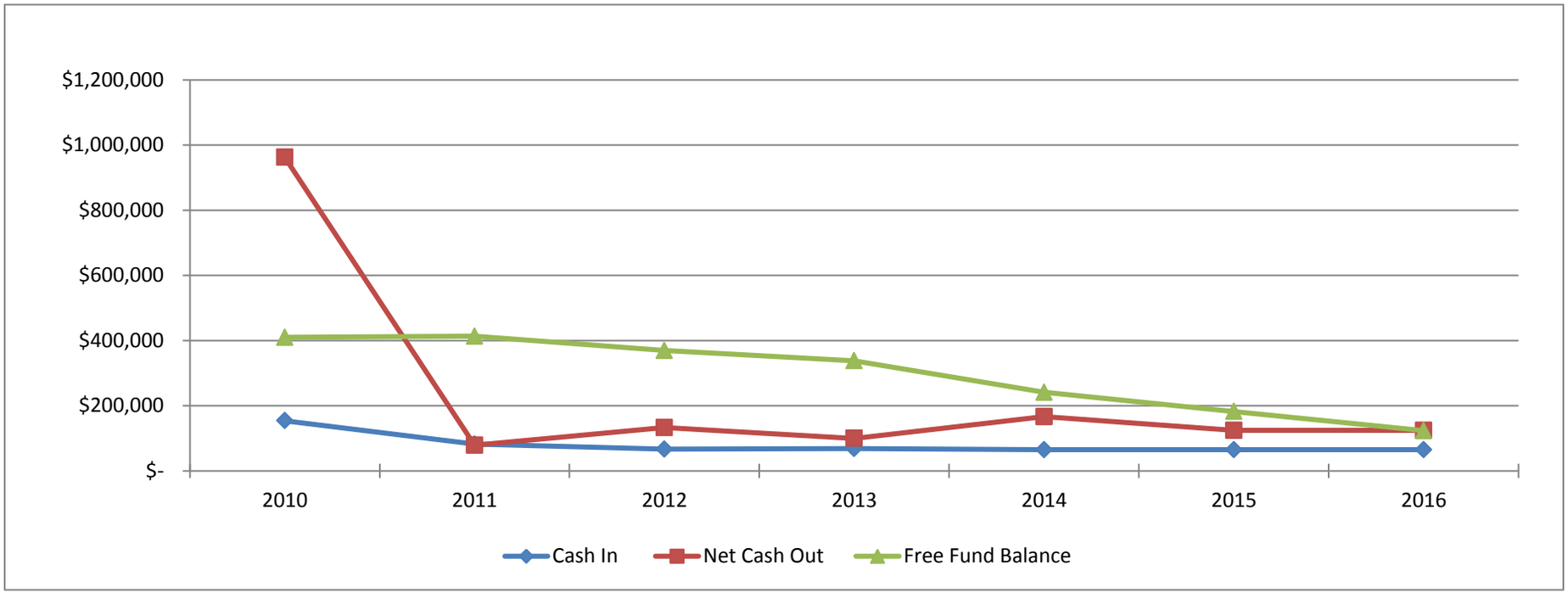


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
PARK DONATIONS FUND (0496.01)

Sources and Uses: Sources - Any donation not related to other specific trust funds (0496-02, 0496-03 and 0496-05). Uses - Any purpose designated by the donor or the Parks and Recreation Board.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	153,800	81,800	66,700	68,300	65,000	65,000	65,000
Cash Out / Appropriation	962,400	56,000	132,800	240,100	331,300	289,100	289,100
Encumbrances		22,500		4,600			
Reversions / Projected Reversions				(145,000)	(165,000)	(165,000)	(165,000)
Net Cash Out	962,400	78,500	132,800	99,700	166,300	124,100	124,100
Free Fund Balance	409,700	413,000	369,400	338,000	241,300	182,200	123,100

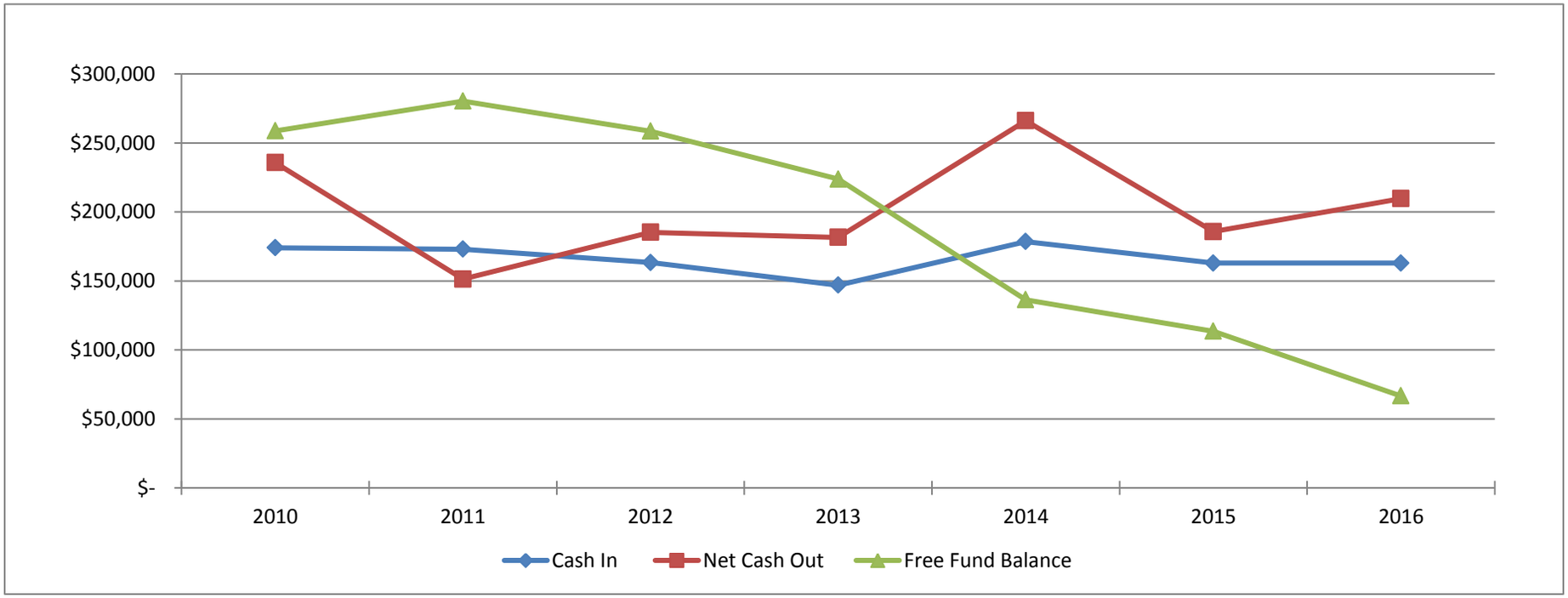


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
HARRIMAN TRUST FUND (0496.02)

Sources and Uses: Sources - Harriman State Park user fees, cabin rentals, grazing leases and investment income (STO Bond Fund). Uses - Operation and maintenance of Harriman State Park.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	174,000	173,000	163,300	146,900	178,500	162,900	162,900
Cash Out / Appropriation	235,700	151,300	185,200	184,300	266,000	205,700	229,700
Encumbrances							
Reversions / Projected Reversions				(2,700)		(20,000)	(20,000)
Net Cash Out	235,700	151,300	185,200	181,600	266,000	185,700	209,700
Free Fund Balance	258,700	280,400	258,500	223,800	136,300	113,500	66,700

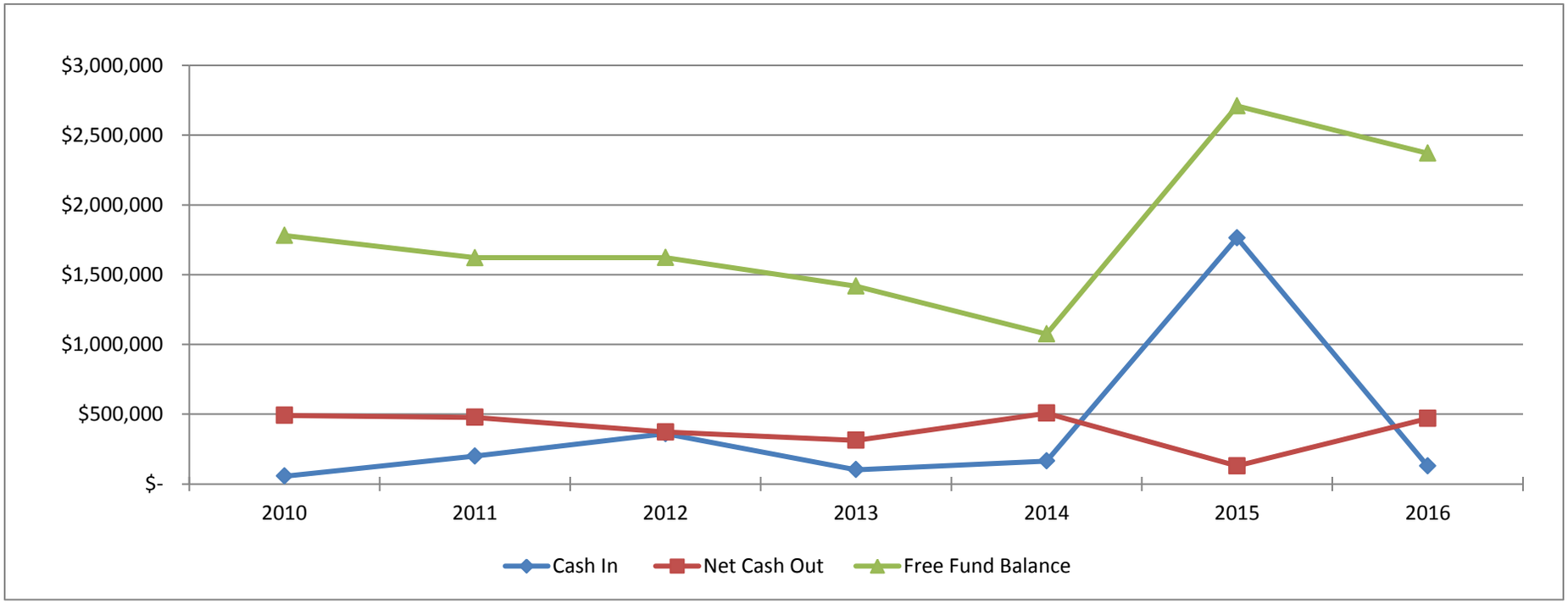


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
PARK LAND TRUST FUND (0496.03)

Sources and Uses: Sources - Proceeds from the sale of surplus land, timber sales and the Ritter Island endowment. Uses - Control, management and administration of properties held in the Park Land Trust (67-4243).

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	56,000	199,600	359,400	101,800	164,300	1,764,000	129,000
Cash Out / Appropriation	373,300	463,000	365,600	341,800	1,407,100	1,194,000	1,518,000
Encumbrances	117,700	14,000	6,800				
Reversions / Projected Reversions				(28,900)	(900,000)	(1,065,000)	(1,049,000)
Net Cash Out	491,000	477,000	372,400	312,900	507,100	129,000	469,000
Free Fund Balance	1,781,000	1,621,300	1,622,300	1,418,000	1,075,200	2,710,200	2,370,200

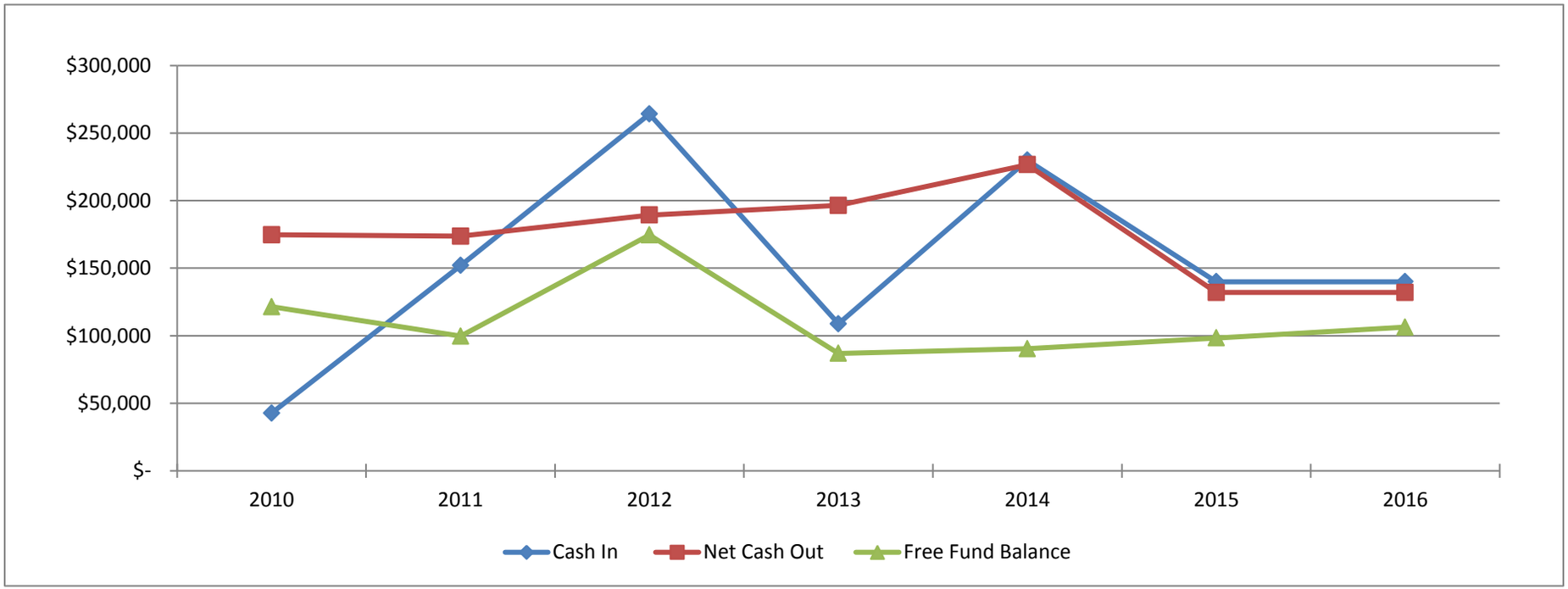


IDAHO DEPARTMENT OF PARKS AND RECREATION
FUND REVENUE & EXPENDITURE HISTORY
TRAIL OF THE COEUR D'ALENES FUND (0496.05)

Sources and Uses: Sources - Investment income from trust fund established under court ordered mitigation settlement with Union Pacific Railroad. Uses - Operations and maintenance of the trail.

Source of Data - Proposed Form B-12

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2015 Estimated	2016 Request
Cash In	42,700	152,000	264,200	108,800	230,000	140,000	140,000
Cash Out / Appropriation	174,700	173,700	189,300	199,100	226,600	132,000	132,000
Encumbrances							
Reversions / Projected Reversions				(2,600)			
Net Cash Out	174,700	173,700	189,300	196,500	226,600	132,000	132,000
Free Fund Balance	121,400	99,700	174,600	86,900	90,300	98,300	106,300



☐ IDAPA RULE ☐ IDAPA FEE ☑ BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Lewiston, ID

AGENDA ITEM: **Hidden Lake Float Homes Lease**

ACTION REQUIRED: **Board Action Required**

PRESENTERS: **David White/Steven Strack**

PRESENTATION

BACKGROUND INFORMATION:

A draft float home lease was presented to the Board for approval at its meeting of November 13, 2013. The Board directed Department staff to work with lessees to develop amended lease terms that addressed specific needs and issues arising from the lessee's commitment to build a trunk line connecting the float homes to the Heyburn State Park Central Sewage Treatment System. Additionally, the Board determined that the new lease should (1) allow the Chesnuts to retain their two existing float homes on a single moorage site with connection to their privately-owned drainfield outside the Park; and (2) allow the Eisenger float home to remain on shore as a non-floating unit unless destroyed, in which case it must be rebuilt as a float home. Those provisions specific to the Chesnuts and Eisengers are addressed by including a lease specific attachment (Attachment F) in each of their leases; copies of the Attachment accompany this memorandum.

DISCUSSION

Since the November Board meeting, Department staff and legal counsel have worked with the lessees and their attorney to reach agreement on a number of lease terms. The attached draft Lease incorporates the results of those discussions. Additionally, the lease has been amended to reflect several developments that have occurred since the November Board meeting, including the issuance of Temporary Permit to the Chesnuts for their sewer line, an agreement with Panhandle Health District on the terms of a revised Sewer Management Agreement, and verification from the Idaho Department of Lands that no encroachment permit will be required for the float home reconfiguration that has been approved by the Board. The lessees were also successful in obtaining an amendment to Idaho Code § 67-4201 that authorizes the Department to issue float home leases for terms up to 30 years in length.

REMAINING ISSUES TO BE DECIDED BY THE BOARD

During negotiations with the lessees, several policy issues arose that require deliberation and decision by the Board. Those issues are as follows:

1. **Lease section 2**. The lessees request that Tim Green be granted an exemption from the provision requiring moorage sites to be limited to a single float home, in recognition of Mr. Greene's conversion of his boat garage to sleeping quarters.
2. **Lease section 4.3.** The lessees request that the rent remain at 3.75% throughout the lease term.

3. **Lease section 8.2.2.** The lessees request that reasonable discretion and flexibility be applied to the determination of whether failure to achieve a construction milestone is a breach of the lease.
4. **Lease sections 4.2.1, 11.1, 12.1.** The lessees requested that decisions on whether a breach has been cured, and the time allowed for removal of a float home upon termination, be made by the Board rather than the Director. **This request has since been withdrawn.**
5. **Section 11.** The lessees request that the time allowed for curing a lease violation be increased to 60 days.
6. **Section 16.** The lessees request that mandatory liability insurance coverage be reduced to a policy limit of $500,000.

A letter from the lessee's attorney, John Magnuson, has been distributed to the Board. Mr. Magnuson's letter explains the rationale for the changes requested by the lessees.

STAFF RECOMMENDATIONS:

After consideration of the legal, administrative, and practical issues raised by the lessee's requested changes, the Department Staff and legal counsel recommend that the Board take the following actions:

1. **Lease section 2**. Lessee Tim Green's unauthorized conversion of a boat garage into living quarters should not be confirmed.

   Rationale: Mr. Green's conversion of the boat garage violated lease terms explicitly requiring IDPR approval for any reconstruction work and providing that "No new garage or storage building will be used for any type of living accommodations." Park staff never approved the conversion. Mr. Green's situation is distinguished from that of the Chesnuts, in that there is paperwork suggesting that Park staff approved the Chestnuts' placement of two float homes on a single lease.

2. **Lease section 4.3.** Maintain lease terms providing the Board the flexibility necessary for the Board to return rental rates to their historic rate of 5% in 2020 or some later date.

   Rationale: The current rate of 3.75% was adopted as a temporary response to the extraordinary recessionary conditions that existed at the time the current lease was adopted in 2009.

3. **Lease section 8.2.2.** Retain the construction milestones without change.

   Rationale: No change is necessary to retain Board discretion to amend construction milestones. Lease Attachment D provides that "[t]he milestones are based upon conservative time frames but some processes, which are controlled by other entities, may require considering adjustments and Board approval." This provision adequately preserves the Board's authority to adjust the milestones if future circumstances justify such adjustment.

4. **Lease sections 4.2.1, 11.1, 12.1.** Authority to decide whether the breach of a lease term has been cured should remain with the Director.

   Rationale: Historically, the discretion to make such determinations for all Department leases (cottage sites, float homes, trail encroachments and concessions) has been vested in the Director, given the impracticality of convening a Board meeting to make lease administration determinations. **The Lessees have withdrawn this request.**

5. **Section 11.** Retain the thirty day period for resolving breaches of lease terms.

   Rationale: The thirty day "cure" period has been a standard feature of the leases for decades and has never proven to be a problem, and changing it would create an inconsistency with existing cottage site, encroachment, and concession leases. .

6. **Section 16.** Staff recommends that the Board not deviate from Division of Risk Management recommendations for policy limits of $1 million for any lease of state property.

   Rationale: Deviation from state insurance guidelines should only be done after consultation with the Division of Risk Management.

C. L. "Butch" Otter
governor

Nancy C. Merrill
director

Anna Canning
management services administrator

Keith Hobbs
operations division administrator

……..……
IDAHO PARK AND
RECREATION BOARD
……
Tom Crimmins
region one

Randy Doman
region two

Susan Buxton
region three

Charles H. Correll
region four

Jean S. McDevitt
region five

Robert Hansen
region six

……..……
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May 1, 2014

Re: Board Agenda Item: Heyburn Hidden Lake Float Homes – New Lease

Dear Float Home Owner:

The Idaho Park and Recreation Board will be meeting in Lewiston on May 20, 2014 to review and approve the new Float Home lease. The meeting will be held at the Jack O'Connor Hunting Heritage Education Center located within Hells Gate State Park, 5100 Hells Gate Road.

The Board will begin the discussion at approximately 9:45 am allowing for public comment on the float home lease. As you know, the Board normally allows guests to address the Board regarding action items with a 5-minute maximum per person. However, due to the nature of this issue, they have agreed to allow one or two individuals 15 – 20 minutes to focus specifically on the issues after staff's presentation. Board discussion will follow.

The Department's written agenda item will be finalized by May 11. I will provide you a copy at that time as well as make it available online through IDPR's website.

If you have any questions or need additional information, please let me know.

Sincerely,

David E. White
North Region Manager

Attachment

C: IDPR Board Members
Nancy Merrill, Director
Keith Hobbs, Operations Division Administrator
Heyburn State Park
Steve Strack, Deputy Attorney General

JOHN F. MAGNUSON
ATTORNEY AT LAW

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May 8, 2014

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VIA E-MAIL: dwhite@idpr.idaho.gov

David E. White
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VIA E-MAIL: steve.strack@ag.idaho.gov

Idaho Attorney General
Attn: Steven W. Strack
Deputy Attorney General
Natural Resources Division
P.O. Box 83720
700 W. State Street
Joe R. Williams Building, 2nd Floor
Boise, ID 83720-0010

Re: Requested Modifications - Hidden Lake Float Home Lease

Dear Director Merrill and Messrs White and Strack:

This letter is sent on behalf of the Hidden Lake Float Home Lessees. This letter is sent at the request that it be provided to the Board Members for inclusion in their respective packets as part of the upcoming May 2014 meeting.

For the benefit of Director Merrill and the Board, following the last Board meeting, IDPR staff and Deputy Strack worked with the Lessees and the undersigned to attempt to reach consensus on the terms of the lease form that will take effect January 1, 2014. Numerous suggested revisions and comments have been exchanged. Some of the Lessees' suggested revisions have been implemented, and some have not.

Approximately two weeks ago, on April 25, 2014, Deputy Strack provided a revised Lease for review and comment on the part of the Lessees. Please let this letter serve as a summation of the remaining comments of the Float Home Lessees with respect to the Lease form that will be presented to the Board for its consideration at the May 20, 2014 meeting.

PROPOSED MODIFICATION NO. 1 (LEASE SECTION 2)

Lease Section 2 limits each Float Home Lessee to a single float home and a single boat garage (provided the boat garage was in existence at the beginning of the Lease term). The proposed Lease makes two (2) exceptions to this rule: an exception for the Chestnuts and an exception for the Eisengers. The Lessees request, for the reasons set forth below, that Tim Greene be granted an exception no different in kind or degree than the Chestnuts or the Eisengers.

In approximately 1997, the Greenes converted an existing boat garage into a storage/sleeping area. This was accomplished by constructing over the "cut-out" internal boat slip. Please note that there is no running water, heat, bathrooms, kitchen, toilet, or any other amenities in the boat garage. This is to be distinguished from the Chestnuts' second structure which does have additional "creature comforts." The Greenes primarily use the boat garage for the storage of kayaks and additional items, as well as for occasional sleeping space.

The Chestnut and Greene converted boat garages have existed in their current state for many, many years. The Chestnuts' converted garage dates back thirty-seven (37) years and the Greene's converted garage dates back seventeen(17) years. The Lessees believe IDPR was aware of both of these situations for many years and no objection was interposed.

Please also recognize that the Greenes, by including no other "creature comforts" in their boat garage, have really done nothing that couldn't otherwise be accomplished in a manner beyond objection. For example, the cut-out boat slip, which was not very large to begin with, could be covered with temporary boards, plywood, or the like so as to render the same usable for storage or sleeping on a temporary basis. Further, there is nothing to prohibit the Greene children or grandchildren from sleeping in a boat that is parked in the boat garage. Nothing was done with a nefarious intent and there is no functional distinction between the Greene boat garage and the Chestnut boat garage save and except for the fact that the Greene garage has no additional improvements.

The Greene structure, when reconfigured approximately seventeen (17) years ago, was done at a time when members of the IDPR Board, as then constituted, were pushing for elimination of the float homes. While not an excuse, the conversion of the boat garage into a facility capable of storage, with no added comforts, was not done to breach any rule or regulation but in anticipation of an exodus that may now have been averted through continued cooperation and dispute resolution.

At the November IDPR Board meeting, the Board also discussed the Eisenger cabin that was likely pushed on the shore in the late 1920s or early 1930s. This probably occurred during the epoch

flood of 1933, when the Lake actually crested on Christmas day at an elevation that has never been equaled since. The Board, in discussing the Eisenger cabin, noted that the structures have been in place for some time and then proceeded to grant a special exception under the new Lease for both the Eisengers and the Chestnuts. The Greene structure was not listed as an agenda item and, accordingly, was not formally acted upon by the Board. However, the Greene cabin was discussed at the November meeting and Mr. White indicated that before the Board made a decision, they should consider whether or not there would be any precedential effect upon the Greene cabin. Following Mr. White's comments, the Board approved the Chestnut and Eisenger non-conformities.

We have had much discussion amongst the Lessees who attended the November meeting or who have reviewed the proceedings afterwards. The Lessees honestly believed, as did Mr. Greene, that the determination by the Board so as to allow the Chestnuts and Eisengers would apply equally to Mr. Greene. Since there was no specific motion to authorize the Greene structure at the November Board meeting, this issue is now coming back for your consideration.

The Lessees have worked diligently to maximize future public space, to garner legislative support for a long-term lease, to secure a loan to pay for a $1.2 million asset for the State, and to then donate this asset to the Park. As the Lessees assume these expensive endeavors, they ask the Board to help minimize any unnecessary expenses such as rebuilding a boat house where no harm was intended and none can be found. We appreciate the opportunity to make this request to the Board and hope for your approval.

Enclosed is a copy of a photograph depicting Tim Greene's float home and his converted boat garage. The converted boat garage is shown on the left. A similar situation took place with respect to the Chestnuts. The second page of the enclosed photographs, at the top, shows the two (2) Chestnut improvements (including an A-frame). The Chestnuts' converted boat garage is on the left. The bottom photograph at page 2 shows the Eisenger float home that has been "beached" for approximately eighty (80) years.

PROPOSED MODIFICATION NO. 2 (LEASE SECTION 4.3)

The proposed Lease raises the annual rental rate to five percent (5%) in 2020. This represents an increase from the current Lease rate of 3.75%. The Lessees request that the rent remain at 3.75% given the extraordinary pro rata financial contributions they will each be required to make to fund what is expected to be a $1.2 million sewer package that will provide a future income stream and ancillary benefits to the State. While 1.25% per year may not seem like much, in isolation, when coupled with the other expenditures the float home owners will be making, it continues to add up. While five percent (5%) may be a historic rate in other contexts, other Lessees, including the land-based cabins, are not incurring a per Lessee financial burden of over $50,000 for purposes of creating an asset that will benefit the State.

PROPOSED MODIFICATION NO. 3 (LEASE SECTION 8.2.2)

Section 8.2.2. vests IDPR with the ability to immediately terminate the Lease if a construction milestone is not met. Please recognize that a project of this magnitude, both from an engineering standpoint and from a financial standpoint, is subject to delays for reasons unattributable to the Lessees. Further, if a delay of thirty (30) days is encountered, after the project is half-completed and half-funded, then based upon the language of 8.2.2, IDPR could terminate the Lease, leaving the Lessees and DEQ in a perilous position. We request some reasonable discretion and flexibility be employed in order to meet the changing complexion of a project of this magnitude and scope. The Lessees are not intent on going out and creating delays. The Lessees do not want delays. However, if experience tells us anything, there likely will be delays.

PROPOSED MODIFICATION NO. 4 (LEASE SECTIONS 4.2.1, 11.1, and 12.1)

The Lessees had requested that decisions on whether or not a breach had been cured should be left to the Board. The Lessees withdraw this requested revision.

PROPOSED MODIFICATION NO. 5 (LEASE SECTION 11)

Section 11 provides a thirty (30) day period for complying with an alleged breach under a Notice of Violation. The Lessees request that, as to all violations noticed other than the failure to pay rent, that the period for curing the alleged breach be extended to sixty (60) days. In all candor, by the time a notice comes from IDPR to the Lessee, and the Lessee is able to review and respond with the degree of seriousness required, there may be a need for additional time beyond thirty (30) days. Again, the Lessees are proposing sixty (60) days as a reasonable accommodation for curing Notices of Violation other than a Notice related to non-payment. This is particularly appropriate since the failure to cure a Notice of Violation in a timely manner may give rise to a Notice of Termination.

PROPOSED MODIFICATION NO. 6 (LEASE SECTION 16)

Section 16 obligates each of the Lessees to maintain $1 million in insurance for liability and property damage. This level of insurance, given the values of the float homes, is excessive and perhaps unobtainable. We would request that the dollar amount be limited to $500,000 for each Lessee, given the aggregate sums that the Lessees are paying for all other obligations made a part of this amicable resolution.

Thank you for the ability to continue to provide comment and suggested revisions through this process. We have collectively made a lot of headway over the past few years. Particular thanks is given to Director Merrill for reaching out to the Lessees.

Sincerely,

John F. Magnuson

JFM/js
Encls.
cc: Hidden Lake Lessees
ID STATE PARKS-MERRIL-WHITE-STRACK.LTR.wpd

John Magnuson

From: Timothy Greene <tgreene@moscow.com>
Sent: Tuesday, March 25, 2014 6:54 PM
To: John Magnuson
Subject: IMG_0855.JPG....Greene cabin...

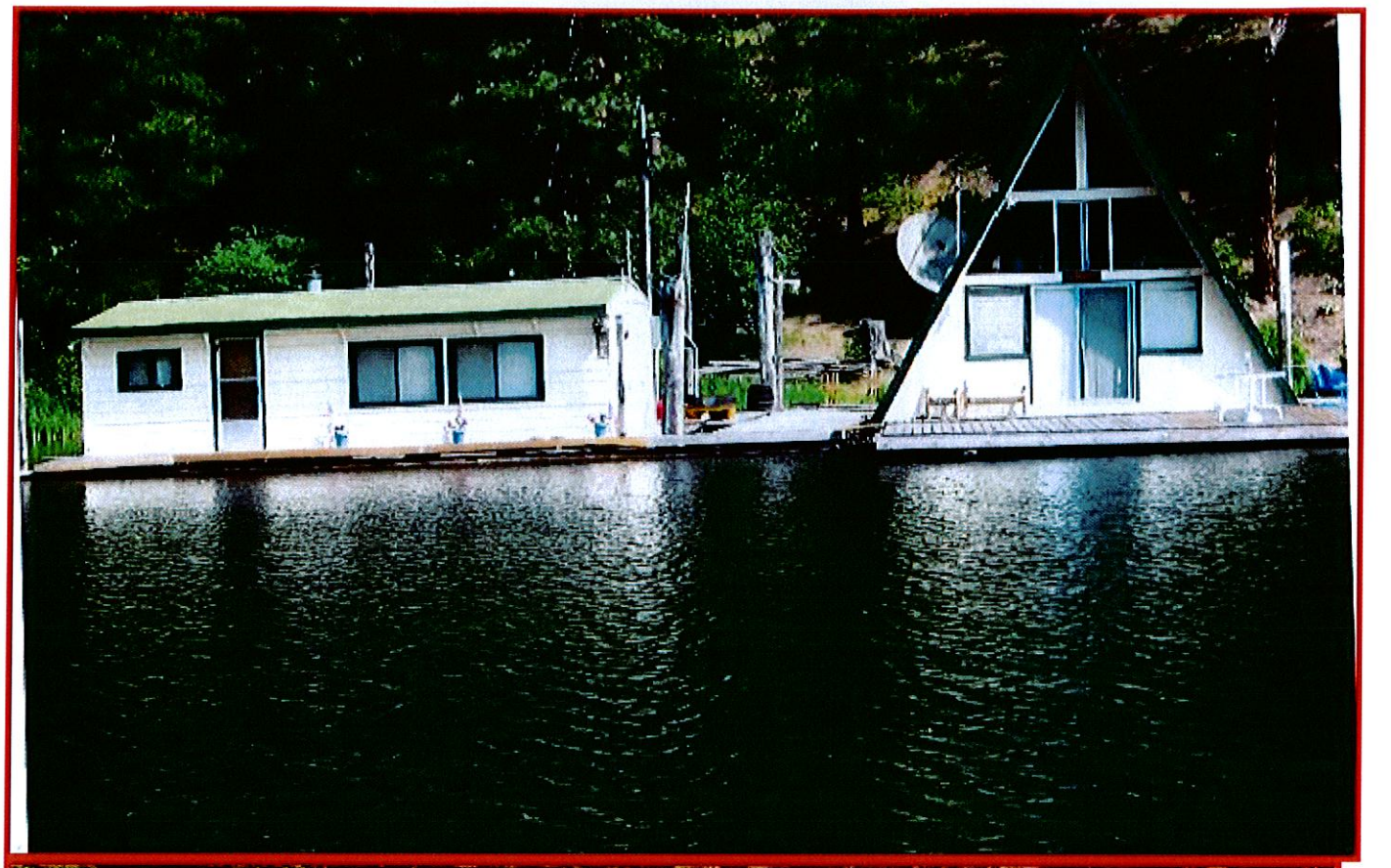
Categories: Red Category

John:

Here is a picture of my cabin. I can find a picture of just the second structure if you would prefer that. Thanks.

Tim

IMG_0855.JPG



STANDARD FLOAT HOME LEASE
Lease No. _____

LESSOR Name and Address:	Idaho Department of Parks and Recreation PO Box 83720 Boise ID 83720-0065
Lessee Name and Address:	Lessee Name Address 1 Address 2 City, State, Zip
Lease Term:	Commencement: January 1, 2015 Expiration: See section 3.1, Attachment A.
Moorage Space:	Hidden Lake Moorage Site No. _____, Heyburn State Park.
Rent:	Initial rent is $ 1,406 per year, subject to annual adjustment. See section 4, Attachment A.
Agreement:	**IDPR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth, in this Lease (including all Attachments), does hereby lease and demise unto Lessee the right to moor Lessee's Float Home within the above-identified Moorage Site for the uses and purposes specified herein.**
Liability Insurance:	See Section 16, Attachment A.
Lease Index:	LEASE DATA PAGE SIGNATURE PAGE ATTACHMENT A – LEASE PROVISIONS ATTACHMENT B – SITE MAP ATTACHMENT C – CONSTRUCTION & MAINTENANCE STANDARDS ATTACHMENT D – SEWER CONSTRUCTION MILESTONES ATTACHMENT E – CONDITIONAL FLOAT HOME RECONFIGURATION PLAN (APPROVED BY IDPR ON NOVEMBER 13, 2013) ATTACHMENT F – LEASE-SPECIFIC TERMS AND CONDITIONS (applicable only to Leases 702 and 704)

Comment [SWS1]: Lessees request that Board authorize specific lease terms allowing Lessee Tim Greene to retain boat house that was converted to sleeping quarters 15 or 20 years ago. See Section 2.2.

This lease agreement (Lease), including the Lease Data Page, Signature Page and all Attachments (which are incorporated herein in their entirety) is made and entered into by and between IDPR and Lessee.

IDPR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

SIGNED: IDAHO DEPARTMENT OF PARKS AND RECREATION

_____
BY: Nancy Merrill, its Director

State of Idaho)
:s
County of Ada)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared NANCY MERRILL, known to me to be the director of the Idaho Department of Parks and Recreation, that executed the within instrument, and acknowledged to me that the Idaho Department of Parks and Recreation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

_____
Notary Public for the State of Idaho
Commission expires:

Lessee SIGNATURES

By signing, Lessee(s) verify receipt, review, and acceptance of all attachments and terms and conditions.

x_____ x_____
(Lessee) (Lessee)

STATE OF _____)
:s
COUNTY OF _____)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared _____
_____ known to me to be the person(s) who executed the instrument as Lessee, and acknowledged to me that such person(s) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

_____
Notary Public
Commission expires:

Attachment A
Lease Provisions

1. **Definitions.** As used in this Lease, the terms set forth below have the following definitions:

   1.1. **Assignee.** A person who assumes a valid lease from a Lessee.

   1.2 **Assignment.** The IDPR-approved transfer of a valid lease from a current Lessee to a new Lessee.

   1.3 **Board.** The Idaho Park and Recreation Board, as established by Idaho Code §§ 67-4221 through 67-4223.

   1.4 **Boat Garage.** A floating structure with roof and walls, intended primarily for the storage of boats and other watercraft, with no living quarters. Any structure with living quarters or overnight accommodations qualifies as a float home for purposes of this lease.

   1.5 **Director.** The director and chief administrator of the Department of Parks and Recreation, or the designee of the director.

   1.6 **Float Home.** A floating moveable structure designed and built to be moored for use as a waterborne, recreational residential dwelling, along with related Moveable Personal Property including docks, ramps, floating walkways, and boat garages. Structures that rest upon, or require support from, submerged lands at summer-normal lake levels do not qualify as float homes for purposes of this lease.

   1.7 **IDPR.** The Idaho Department of Parks and Recreation, owner and Lessor of the Moorage Site. The terms "IDPR" and "Lessor" shall be used interchangeably in this Lease

   1.8 **Lease**. The contract defining the rights and duties of the parties regarding a float home located within Heyburn State Park. The term "Lease" is used for the sake of convenience and shall not be used to interpret or modify the rights granted by this instrument.

   1.9 **Lessee.** An individual or married couple who hold a valid lease for a float home site within Heyburn State Park. The term "Lessee" shall not include anyone other than a natural person.

   1.10 **Lessee-Owned Improvements**. Structures affixed upon uplands in compliance with restrictions in Attachment C, or pilings or other structures installed upon submerged lands by Lessee or a predecessor in interest, but excluding Moveable Personal Property as defined herein.

   1.11 **Moorage Site**. A designated location designed to accommodate Lessee's improvements and Moveable Personal Property The Moorage Site that is the subject of this Lease is as depicted on Attachment B and includes the right to maintain all improvements and Moveable Personal Property lying waterward of the ordinary high water mark, and shoreline improvements as provided in Attachment C..

   1.12 **Moveable Personal Property.** Float homes, related structures such as docks, ramps, floating walkways and boat garages, and other personal property such as household goods and furnishings belonging to Lessee.

1.13 **Remove.** As applied to improvements and Moveable Personal Property, the term "remove" means to either re-locate the improvements and Moveable Personal Property to a location outside Heyburn State Park, or to dismantle and dispose of the improvements and Moveable Personal Property in a manner consistent with public health, public safety, and preservation of park resources.

2. **Use and Occupation of Moorage Site.** Lessee is hereby granted a lease allowing Lessee to moor a single Float Home and associated Moveable Personal Property within the designated Moorage Site. A single boat garage, if existing at the beginning of the lease term, may remain on the Moorage Site, but no new boat garages may be constructed or placed on the Moorage Site. The mooring of an additional float home or boat garage within the moorage space shall be deemed grounds for termination of this lease. The construction of additional living space within an existing boat garage shall be deemed grounds for termination of this lease.

Comment [SWS2]: Lessees request that exception be made for Tim Green (boat garage converted to sleeping quarters).

2.1 **Site Condition As-Is.** This Agreement is for the rental of only those rights necessary for the Lessee's continued maintenance of Lessee's improvements and Moveable Personal Property upon the Moorage Site. Lessee accepts the Moorage Site in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied, as to the condition of the Moorage Site and any improvements thereon. The Moorage Site is to be used at the sole risk of the Lessee, and Lessee shall be solely responsible for injuries to persons or property occurring thereon.

2.2 **Float Home Condition.** Float Homes must be maintained in accordance with the terms and conditions in Attachment C, "Float Home Construction and Maintenance Standards."

2.3 **Recreational Use Only.** The Moorage Site is leased for recreational residence use only. Occupancy may be intermittent or seasonal but in no event shall the float home be occupied in excess of 185 days in any 365 day cycle. Commercial use of the Moorage Site for any purpose, including, but not limited to, rental of the Float Home or any portion thereof to any person, is prohibited, except as provided in section 5 (subleasing).

2.4. **Use Limited to Site.** Lessees shall confine all improvements, moveable personal property, boats, watercraft, and pets to the Moorage Site. No encroachment onto adjacent property, whether park property or another moorage site, is permitted, except as provided in Attachment C or, where applicable, Attachment F.

2.5 **Duty of Care.** Lessee shall maintain the Moorage Site in a clean and sanitary manner at all times, and upon termination of this Agreement shall surrender the Moorage Site to IDPR in as good a condition as when received.

2.6 **Public Access.** Lessee's use of the Moorage Site shall not preclude the right of the public to access and use the shoreline and navigable waters of Hidden Lake for recreational purposes; provided, that Lessee may exclude the public from Lessee's improvements and Moveable Personal Property.

2.7 **Ingress and Egress.** There is no vehicular access to Hidden Lake. Lessee may access the Moorage Site via watercraft or pedestrian trail.

2.8 **Boats and Watercraft.** No Lessee may keep more than two (2) boats or other motorized watercraft upon the Moorage Site.

2.9 **No IDPR Liability.** It is agreed that no bailment is created by this Agreement, and that IDPR shall not be liable or responsible for the care or protection of the Float Home or any

associated vessels, gear, equipment or contents, or for any loss or damage thereto, whatever the cause or nature; nor shall IDPR be liable for any injuries to person or property proximately caused by the use, presence, or condition of the Float Home within the Moorage Site. The provisions herein are intended solely to ensure the placement and use of the float homes is consistent with the general recreational purposes of Heyburn State Park; the health and safety of float home residents and visitors is the sole responsibility of the Lessee.

2.10 Other Permits. The rights leased to Lessee include only the rights that IDPR possesses in the designated Moorage Site. IDPR is responsible for obtaining any necessary permits or leases required by the Idaho Department of Lands, Idaho Panhandle Health District, or local governments for the use and occupation of the Moorage Site.

2.11 Rules. Lessees shall comply with all rules of the Idaho Department of Parks and Recreation. Nothing in this Lease shall be construed to exempt Lessee from compliance with all rules and regulations adopted by the Park and Recreation Board and applicable to other visitors of Heyburn State Park.

2.12 Reconfiguration of Moorage Sites. On November 13, 2013, IDPR approved a Conceptual Relocation Plan that would modify the Moorage Sites of various Lessees, which may include the Moorage Site of Lessee as identified in Attachment B to this Lease. IDPR may require the Lessee to relocate to a new or different moorage site as necessary to achieve the configuration in the Conceptual Relocation Plan. Upon final reconfiguration or consolidation of the Moorage Sites in a manner consistent with the Conceptual Relocation Plan, no further reconfiguration of float homes will be required. The direct expense of relocating to a new or different moorage site shall be borne solely by Lessee. A diagram of the Conceptual Reconfiguration Plan of November 13, 2013, as referred to in this Section, is attached hereto as Attachment E.

2.13 No Additional Living Space. All living space is to be confined to the single float home authorized to occupy the Moorage Site, subject to the exceptions in Attachment F, if applicable. No portion of a boat garage may be used for living space or sleeping quarters.

2.14 Destruction of Lessee-Owned Improvements. In the event of the destruction of any Lessee-Owned Improvements or Moveable Personal Property by fire, natural disaster, or otherwise, Lessee shall be afforded a reasonable period of time within which to complete reconstruction of the same. Said reconstruction shall be at Lessee's sole cost and shall comply with the terms and conditions in Attachment C and the requirements of all applicable permitting authorities. Further, said reconstruction shall not expand or alter in any way the size, footprint, or lay-out of the Lessee's float home or boat garage.**3. Lease Term.** The commencement and ending dates for the initial lease term are as designated in the Lease Data Page.

3.1 Term. The term of this Lease shall expire on December 31 of the year in which the loan obtained by the Hidden Lake Float Home Owners Association for construction of the trunk line connecting the float homes to the Heyburn State Park Central Sewage Treatment System is either paid-off, forgiven, or otherwise retired; provided, that in the event such loan is not paid-off, forgiven, or otherwise retired earlier, this Lease will expire on December 31, 2034.

3.2 Renewal. No right of renewal is implied or granted as part of this lease. The decision to offer to Lessee a new lease at the expiration of this lease is expressly reserved to the sole discretion of IDPR, upon terms to be decided by IDPR.

3.3 **Occupation after End of Lease Term.** If Lessee holds over after the end of the designated lease term without a new lease but with the express or implied consent of IDPR, such holding over shall be deemed to be a month-to-month tenancy otherwise subject to the terms of this Lease. Such month-to-month tenancy may not exceed a period of one (1) year.

3.3.1 During any such month to month tenancy following the expiration of the lease term, Lessee shall remit to Lessor, by or on the tenth day of each month, rental in the amount of one-twelfth (1/12) the annual rent paid or due in the twelve months immediately preceding expiration of the term. IDPR may terminate the Lessee's month-to-month occupancy upon sixty (60) days' prior written notice to the Lessee.

4. **Payment.** In consideration of the rights granted herein, Lessee shall pay to IDPR the sum designated on the Data Page of this Agreement.

4.1. **Payment Schedule.**

4.1.1 **Annual Billing.** The annual billing shall be mailed to Lessee at Lessee's last known address on or before November 15 each year.

4.1.2 **Full Payment.** The Lessee may make payment in full on or before the first day of January of each year for the coming year.

4.1.3 **Optional Split Payment.** The Lessee may make a payment of one-half the amount due, plus a one-time $200 split payment fee, on or before the first day of January of each year. The second one-half of the payment will be made on or before the first day of April of each year.

4.2 **Late Payment.** If for any reason annual rent is not paid in full by January 1 (or by April 1, if the first half of a split payment is received), IDPR may cause a Notice of Violation to be issued. Any such Notice of Violation shall be served upon Lessee by certified mail, return receipt requested and first class mail in conformity with the notice provisions of Section 23. Such Notice is deemed to be effective three (3) days after the date of mailing or as otherwise designated in the Notice.

4.2.1 **Opportunity to Cure.** Lessee shall have thirty (30) days from service of a Notice of Violation under Section 4.2 within which to cure or resolve the violation as noticed. The determination of whether or not a violation has been cured or resolved shall rest solely in the discretion of the Director. To cure or resolve a late payment that is thirty days late or less, Lessee must, in addition to paying the annual rent, pay a late payment fee of one-twentieth the annual rent, or fifty dollars, whichever is greater. The parties acknowledge and agree that the late payment fee is a reasonable attempt to estimate and to compensate IDPR for additional costs incurred by IDPR in administering such late payments and is not intended as a penalty. For each subsequent calendar month in which payment is not made, Lessee shall pay an additional late payment fee of one-twentieth the annual rent or fifty dollars, whichever is greater.

4.2.2 **Notice of Termination.** In the event Lessee fails to timely cure defaults noticed under Section 4.2 by a Notice of Violation, IDPR may issue a Notice of Termination to Lessee in conformity with the provisions of Section 11.

4.3 **Base Rate.** The base rate Lease payment for calendar years 2015-2019 was calculated as 3.75% of the established fair market value of the Moorage Site as if the property were held in

fee simple estate. The fair market value of the Site was determined by a certified appraiser prior to the execution of this Lease.

4.4 **Annual Adjustment.** On or around October 15 of each year, IDPR shall recalculate the annual rent by multiplying the previous year's rent by the unadjusted "Consumer Price Index, Urban, U.S. City Average, All Items," as published by the United States Bureau of labor Statistics at www.bls.gov/cpi/ for the preceding twelve months. The annual billing prepared by IDPR shall reflect the re-calculated rent. Notwithstanding the foregoing, no annual base rate adjustment shall exceed five percent (5%) in any one year.

4.5 **2020 Rate Adjustment.** After January 1, 2020, the base rent shall be 5% of the fee simple value of the Moorage Site, unless the Park and Recreation Board determines to charge a lesser percentage; in no case shall the percentage charged be higher than the percentage charged to upland recreational residence sites within Heyburn State Park. .

Comment [SWS3]: Lessees request that the 3.75% rate remain in place throughout the lease term.

4.6 **Five Year Appraisal.** On or before July 1, 2019, and every five years thereafter, the Lessor shall cause the market value of the Moorage Site to be determined by an Idaho-certified general appraiser. The market value shall be determined as if the Moorage Site were being offered for sale at fee simple value.

4.6.1 **Appeal Rights With Respect to Appraisal.** If, after correction of any factual or calculation errors in the appraisal report, the Lessee disagrees with the appraised value, Lessee may obtain an independent appraisal of Lessee's Moorage Site from an Idaho-certified general appraiser. Lessee shall be responsible for paying the costs of such appraisal. The appraiser shall prepare the appraisal using the same Scope of Work and Appraisal Instructions provided to the first appraiser by IDPR. If the difference in value between the two appraisals is 10% or less, the difference shall be split, and that value will be the final appraised value for the purpose of calculating rent. If the difference between the two appraised values is greater than 10%, then the two appraisals will be referred to a third appraiser for review under Standard 3 of the Uniform Standards of Professional Appraisal Practice. The third appraiser shall be requested to reconcile the two values using the data and analysis in the first two appraisals. The value determined by the third appraiser shall be final and cannot be appealed to, or reviewed by, the Park and Recreation Board. The third appraiser shall be selected by Lessor, and the cost of the third appraiser shall be split between Lessor and Lessee, with Lessee required to deposit Lessee's share of the cost with the Lessor prior to engaging the third appraiser.

5. **Subleasing.** Lessee may sublease the Moorage Site with the written consent of IDPR. A sublease does not transfer to the sublessee the Lessee's responsibilities for compliance with the terms and conditions of this Lease; Lessee remains responsible for all terms of this lease agreement. Any attempt to sublease a Moorage Site without the written consent of IDPR shall be void, and shall constitute a breach of this lease.

5.1. **No rental.** Subleasing shall be the sole means of authorizing use of the Moorage Site by anyone other than Lessee and immediate family members. Short term rental of the Moorage Site or any use of the Moorage Site by persons other than Lessee in return for monetary or other payment to Lessee is specifically prohibited and shall be cause for immediate termination of this Lease.

5.2 Sublease of the Moorage Site is limited to one time per calendar year. The term of any sublease shall be twelve months or less.

7.2 **Fees.** A fee of $73.50 per year shall be assessed against each float home lease to cover the costs of trash collection. A fee of $59.56 per year shall be assessed against each float home lease for off-site access to the water system in Heyburn State Park. Changes in the trash collection and water access fee will be reflected in the annual billing.

7.3. **Other Utilities.** Lessee will arrange with utility providers for electricity and all other utilities and services supplied to Moorage Site or to Lessee. Lessee is responsible for all payments to utility providers.

8. **Sewage and Waste Water.**

8.1 **Interim Provisions.** Pending connection of the float homes to the Heyburn State Park Central Sewage Treatment System, Lessee shall dispose of all sewage in conformity with the requirements of the Panhandle Health District as set forth in the Sewer Management Agreement dated March 3, 2009.

Comment [SoI4]: Date will be updated once new SMA is completed.

8.2 **Connection to Central Sewage Treatment System.** The continued occupation of the float homes requires a permanent connection of the float homes to the Heyburn State Park Central Sewage Treatment System, including, but not limited to, (1) construction and maintenance of a trunk line from Hidden Lake to the connection point at Chatcolet and (2) connection of each float home to the trunk line. IDPR and Lessee acknowledge that collective efforts on behalf of the Float Home Lessees are underway to finance and construct the trunk line, at the cost of the Lessees, in a manner that complies with the requirements of IDPR and IDEQ. Said trunk line and related sewer facilities, excluding connections and lateral lines servicing individual float homes, shall be transferred to IDPR upon completion, certification, inspection, and acceptance by IDPR. All costs associated with construction of the trunk line and individual connections shall be borne by the lessees. Proof of lessees' ability to construct the trunk line and all associated facilities and equipment is a condition precedent to this Lease. Failure to maintain the trunk line and all associated equipment in good working order prior to the transfer and conveyance of the same to IDPR, and IDPR's acceptance of said transfer and conveyance, shall constitute grounds for the issuance of a Notice of Violation hereunder.

8.2.1 **Resolution of Notice of Violation.** Any Notice of Violation given under Section 8.2 shall be noticed to the Lessee's designated representative (the Hidden Lake Float Home Association, Inc.) and to Lessee. Any such Notice of Violation shall be subject to the notice provisions of Section 23 and the Lessee's opportunity to dispute or cure the violation as set forth in Section 11.

8.2.2. **Construction Timeline.** The Float Home Lessees must comply with the construction milestones set forth in Attachment D, which by this reference is incorporated into this Lease as if expressly set forth herein. Failure to achieve a construction milestone is deemed to be a breach of this Lease and shall be cause for issuance of a Notice of Violation, unless such breach is waived by Lessor. Any such Notice of Violation shall be subject to the notice provisions of Section 23 and the Lessee's opportunity to dispute or cure the violation as set forth in Section 11.

Comment [SWS5]: Lessees request flexibility in deadlines. Board direction is that any failure to comply with the timeline shall be deemed a breach, but Attachment D allows for Board modification of milestones if circumstances so require.

8.3 **Operations and Maintenance.** Upon acceptance by IDPR, IDPR shall be responsible for operating and maintaining the trunk line and related sewer facilities. Lessee shall own the lateral sewage disposal line from Lessee's float home to the trunk line and any associated connections, and shall be responsible for all costs associated with the maintenance and repair of the lateral trunk line and associated connections. Maintenance of the connection

5.3 Moorage Sites and Float Homes are not commercial enterprises and subleasing rates shall not reflect a profit to Lessee. In any calendar year lessee cannot sublease for more than the total annual lease payment (including utilities) plus five percent (5%) of the appraised value of Lessee's improvements and moveable personal property as established by the Benewah County Assessor.

5.4 Sublessees are subject to all the terms of this Lease. Sublease agreements shall include provisions requiring the sublessee to abide by all terms in this Lease.

5.5 The Director may impose additional requirements as a condition of approving the sublease agreement.

5.6 Applications to sublease a Moorage Site must be submitted to IDPR at least two weeks in advance of any sublease.

6. Assignment.

6.1 **Approval Required.** Lessee shall not assign this Lease without first having obtained the written consent of IDPR. Any assignment of this Lease without the written consent of IDPR shall be void and shall be a breach of this Lease, resulting in termination. If Lessee purports to assign this Lease without the written consent of IDPR, Lessee shall retain all of the rights, duties, and responsibilities imposed by the terms of this Lease.

6.2 **Required Documentation.** The following items shall be provided to IDPR by a Lessee seeking to assign this Lease:

6.2.1 **Application for Assignment.** Application for assignment of a Lease shall be made on forms available from IDPR. Applications shall be complete and contain all information requested on the form.

6.2.2 **Assignment Fee.** Any Application for Assignment of Lease shall be accompanied by a processing fee of ten percent (10%) of the latest annual rental, or $25.00, whichever is greater.

6.3 **Deficiencies.** All rental payments and other charges owed to IDPR shall be paid and all deficiencies shall be cured before IDPR will approve an application for assignment.

6.4 **Action on Application.** IDPR shall approve or deny an application for assignment of this Lease within thirty (30) days of receipt of a completed application. Approval of any such assignment shall not be unreasonably withheld or conditioned.

6.5 **Conditions.** Assignees are subject to all the terms of the Lease and such other conditions as the Director may impose as a condition of approving the application for assignment.

6.6 **Board Approval.** Final Board approval of an assignment is deemed to occur after the application for assignment has been approved by the Director or the Director's designee.

7. Utilities.

7.1 **Trash.** Domestic trash, excluding toxic and hazardous materials, landscape and construction materials, may be placed in the trash receptacles provided at designated locations in Heyburn State Park. All other trash shall be removed from the park and disposed of in conformity with all applicable federal, state and local laws and regulations.

and lateral sewage disposal line shall comply with all applicable laws and regulations, including but not limited to Panhandle Health District and Idaho Department of Lands rules governing float home sewage connections.

8.4 **Annual Sewage Fee.** Pending completion of the trunk line connecting the float homes to the Heyburn State Park Central Sewage Treatment System, Lessee shall pay a sewage treatment fee of $307.00per year to cover the costs of treating grey water disposed by the float home Lessees. Said fee shall be calculated as one-half the fee charged to the land based cabins in Heyburn State Park. Upon completion of the trunk line, and full connection to the Heyburn State Park Central Sewage Treatment System, an annual sewage treatment fee shall be assessed against each Float Home Lessee. Said fee shall be the same fee charged to the land based cabin Lessees at Heyburn State Park. The sewage fee is subject to annual adjustments at the discretion of IDPR. Changes in the sewage fee will be reflected in the annual billing. Sewage fees may also be adjusted by IDPR in the event the sewage disposal system is expanded, improved, or upgraded. Lessee acknowledges and agrees that such adjustments may include a one-time fee reflecting Lessee's fair share of sewage system construction or reconstruction costs.

9. **Burning Prohibited.** Lessee may not burn material of any type or nature outside of a stove or fireplace without the prior written consent of IDPR. Barbecue devices, designed for use outdoors, are permitted.

10. **Relocation and Consolidation.**

10.1 **Relocation and Consolidation.** All Float Home Lessees must comply with the float home configuration plan adopted by the Board on November 13, 2013 (a copy of which is attached hereto as Attachment E). If Lessee's Moorage Site is not the same as assigned to Lessee in previous leases, Lessee shall have until December 31, 2016, to relocate Lessee's improvements and moveable personal property to the Moorage Site assigned in this Lease. Lessee shall pay the costs of such relocation. Notwithstanding the foregoing provision or any other term or provision herein, Lessee shall not be required to relocate Lessee's improvements and Moveable Personal Property in a manner compliant with the Float Home Configuration Plan described herein until the sewage trunk line and related improvements described in Section 8.2 are completed and accepted by IDPR. In the event of a delay between the completion and acceptance of said improvements, so as to cause the inability of Lessee to relocate his or her Improvements and Moveable Personal Property by December 31, 2016, Lessee shall request a definite and discreet extension of time of the IDPR Board, at least one hundred twenty (120) days in advance of December 31, 2016. IDPR's Board may grant an extension of time within which to relocate the Float Homes in a manner compliant with the Float Home Configuration Plan (Attachment E) based upon the then-existing progress of the Float Home Lessees in constructing the sewage trunk line and related improvements and further given the recommendation and position of the Idaho Department of Environmental Quality.

10.2 **Relocation and Consolidation During Lease Term.** In the event that some Lessees voluntarily terminate their leases during the Lease term described herein, and in the further event that Lessee has not already relocated with IDPR's approval in a manner compliant with the Float Home Configuration Plan (Attachment E), IDPR retains the right to re-assign Lessee to another Moorage Site in order to meet IDPR's goal of consolidating the float homes within Hidden Lake to maximize recreational opportunities for park users. Lessee shall pay the costs of such relocation under said circumstances.

11. Breach and Termination.

11.1 Violations. Any material violation by Lessee or any agent of Lessee (including sub-lessees) of any term of this Lease, or any violation of any rule or regulation now in force or hereafter adopted by the Board, shall be grounds for issuance of a Notice of Violation. Failure of the Float Home Lessees collectively to achieve any action or objective described herein as a "condition precedent" by the date stated shall be considered a material violation of this Lease, whether or not such failure is due to the action or inaction of the individual Lessee executing this Lease. The determination of whether a violation constitutes a material violation subjecting this Lease to termination shall rest solely in the discretion of IDPR. Notwithstanding the foregoing, any decision of IDPR that a violation constitutes a material violation subjecting the Lease to termination shall be subject to Lessee's right to dispute or cure said violation under Section 11.2. Further, IDPR's exercise of discretion shall take into account such information as is provided by Lessee and, where applicable, such information as may be provided by the Idaho Department of Environmental Quality.

11.2 Notice of Violation. IDPR shall provide written notice to Lessee of any lease or rule violation and shall allow Lessee thirty (30) days from service of the notice to cure the violation. Alternatively, Lessee may dispute the Notice of Violation by setting forth facts supporting Lessee's assertion that no violation of the Lease has occurred. IDPR shall take such facts into consideration in determining, in its discretion, whether a violation constitutes a material violation subjecting this Lease to termination.

Comment [SWS6]: Lessees request that they be given 60 days to cure violations other than non-payment of rent.

11.2.1 Simultaneous with notice to the Lessee, a Notice of Violation shall be sent to the Hidden Lake Float Home Association, Inc.

11.3 Notice of Termination. In the event Lessee fails to timely cure defaults identified in a Notice of Violation, IDPR may give a Notice of Termination to Lessee in conformity with the notice provisions of Section 23. Such notice shall be deemed effective three (3) days after the date of mailing or as otherwise designated in the Notice.

11,4 Effect of Termination. Lessee acknowledges that Lessee's right to use and occupy the Moorage Site is fully defined by this Lease and that it has no right of use and occupation, or any other property interest in the Moorage Site, either explicit or implied, except as expressly set forth in this Lease. In the event of the giving of a Notice of Termination under this Section, any Float Home moored after the effective date of such notice will be considered to be in trespass and Lessee shall immediately remove the Float Home, improvements, and Moveable Personal Property from Heyburn State Park. If Lessee fails to remove the Float Home, improvements, and Moveable Personal Property within twenty-one (21) days of receiving a Notice of Termination, IDPR shall cause such Float Home, improvements, and other Moveable Personal Property to be removed from the Moorage Site at Lessee's risk and expense and retake possession of the Moorage Site. Lessee covenants to reimburse IDPR for all costs associated with storage of the Float Home, improvements, and Moveable Personal Property after removal by IDPR, and acknowledges that such covenant shall survive the termination of this Lease.

11.5 Administrative Fees. Prior to the termination, Lessee may elect to pay IDPR's administrative costs associated with enforcing the terms of this lease, and IDPR may agree to accept payment of such costs in lieu of termination for each day that such violation went uncorrected over and beyond the thirty day grace period provided in section 11.2 of this Lease. IDPR and Lessee agree that such administrative costs are fixed at fifty dollars ($50)

for each day that the violation goes uncorrected, up to a maximum of one thousand, five hundred dollars ($1,500).

11.6 **Reinstatement of Lease.** Not later than thirty (30) days following the termination of this Lease for cause, the Lessee may submit to IDPR a written request for reinstatement setting forth good cause why the lease should be reinstated. At the Director's discretion, a terminated lease may be reinstated upon the payment of a reinstatement fee of four hundred dollars ($400), and upon such other terms and conditions as the Director deems appropriate.

11.7 **Voluntary Termination.** Lessee may elect to terminate this Lease at any time. Such termination is effective upon notice to IDPR.

11.7 **Sewage Trunk Line.** In the event of termination of this Lease for cause, nothing in this Lease shall be construed to obligate IDPR to assume or pay any outstanding loan obligation of Lessee relating to construction of the sewage trunk line described in section 8.2.

12. **Removal of Improvements Upon Termination.** In the event of termination of this Lease for any reason, including but not limited to expiration of its term, voluntary termination by Lessee, or termination by IDPR for cause pursuant to other provisions of this Lease, Lessee shall dispose of all Lessee-Owned improvements and Moveable Personal Property as follows, unless IDPR offers a new lease that is accepted by Lessee:

12.1 **Removal.** Lessee shall remove all Moveable Personal Property and Lessee-Owned improvements (if any) from the Moorage Site within ninety (90) days of termination, with Lessee paying all costs of removal. For good cause shown, Lessee may obtain an additional ninety (90) days within which to accomplish the removal required hereunder. Said determination shall be made by the Director of IDPR in her or his discretion.

12.2 **Restoration.** Lessee shall restore the Moorage Site as nearly as reasonably practical to its natural condition, with Lessee paying all costs of restoration.

12.3 **Failure to Remove or Restore.** If Lessee fails to remove all Lessee-Owned improvements and Moveable Personal Property, or to restore the Moorage Site within ninety (90) days of termination or such later date as may be approved by IDPR's Director, IDPR retains the right to do so and to bill Lessee for all expenses occurred in such removal and restoration. Lessee covenants to reimburse IDPR for all such expenses, and acknowledges that such covenant shall survive the termination of this Lease.

12.4 The above provisions shall apply to all Lessee-Owned Improvements and Moveable Personal Property, regardless of whether such Improvements or Moveable Personal Property were constructed or placed with the approval of IDPR.

13. **Taxes, Assessments and Fees.** Unless otherwise provided, Lessee shall pay all taxes, assessments and fees of whatsoever nature that may be legally levied or assessed against all Lessee-owned Improvements and Moveable Personal Property.

14. **Liens and Mortgages.**

14.1. **Liens.** Lessee shall not permit or suffer any liens of any kind to be effected on or enforced against the Moorage Site, including but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Moorage Site at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials

joined or affixed to the Moorage Site pursuant to this Lease and for any and all persons who perform labor on the Moorage Site.

14.2. Leasehold Mortgage. Lessee shall not allow any mortgage, deed of trust or security interest, lien, encumbrance or other similar instrument or transaction ("Leasehold Mortgage"), to be filed or recorded without first obtaining IDPR's prior written consent therefor, which consent shall not be unreasonably withheld or conditioned. Any Leasehold Mortgage may only encumber Lessee's leasehold interest in this Lease and/or Lessee's interest in any improvements or moveable personal property owned by Lessee, The Leasehold Mortgage shall terminate upon the termination of this Lease for any reason, and such Leasehold Mortgage shall not encumber or require subordination of IDPR's title or rights to the Moorage Site. In the event Lessee breaches its obligations under this Lease, Lessee agrees to provide the holder of such Leasehold Mortgage ("Lienholder") with a copy of any Notice of Breach and/or Notice of Termination provided by IDPR to Lessee. Lienholder shall have the right to cure any default or breach specified in the Notice of Breach or Notice of Termination during the same time allowed to Lessee or within thirty (30) days after the receipt of said notice by the Lienholder, whichever is greater. Upon the termination of this Lease for any reason, the Leasehold Mortgage shall terminate and Lessee shall immediately acquire the written release in recordable form (and record and/or file the same in any office as may be required) to effect the release of any Leasehold Mortgage or lien of any kind affecting any interest of Lessee in the Lease, the Moorage Site, and/or in any Lessee-owned Improvements or Moveable Personal Property thereon. Lienholder shall acknowledge this requirement in the Leasehold Mortgage, and shall, upon the execution of a Leasehold Mortgage involving Lessee or this Lease, agree to, and shall, immediately release any Leasehold Mortgage upon the termination of this Lease.

14.3 **Acknowledgment of Security Rights of Hidden Lake Float Home Association, Inc.** Lessee acknowledges that the Hidden Lake Float Home Association, Inc. ("the Association") is the applicant for financing and approval from DEQ with respect to the sewer and trunk line improvements described in Section 8 herein. Lessee and IDPR acknowledge that the Association, as a condition of any agreement with Lessee and DEQ, will require the right to lien Lessee's Moveable Personal Property and Lessee's interest under this Lease. Said lien rights shall be exercisable only on a failure on the part of Lessee to make payments towards any assessments, costs, or fees proratably due from Lessee to DEQ or any financing arranged by or through DEQ with respect to said sewer improvements. IDPR acknowledges that in the event the Association claims a lien in the Lessee's interests under this Lease or in Lessee's Moveable Personal Property, that the Association shall promptly notify IDPR of the same and that the Association shall have the same rights and remedies as an approved Leasehold Mortgage Holder (as defined in Section 14.2 above).

15. Indemnification. Lessee shall indemnify, defend, and save harmless IDPR, its officers, agents and employees from and against any and all liability, claims, actions, damage, costs, expenses and losses caused by or arising out of the performance, acts or omissions of the Lessee, including Lessee's agents, contractors, employees, licenses and invitees, or otherwise arising out of Lessee's use of the Moorage Site, or arising from the failure of Lessee to comply with any applicable state, federal or local statutes, rules or regulations. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

16. Insurance. Lessee shall obtain and maintain either general liability or homeowner's insurance, as applicable, and, if necessary, umbrella liability insurance with a combined limit of not less than one million dollars ($1,000,000.00) to cover liability for bodily injury, property damage and personal injury, arising from Lessee's use of the Moorage Site.

Comment [SWS7]: Lessees request that the liability coverage be reduced to $500,000. Risk Management guidelines require $1,000,000 general liability coverage for the lease of state facilities. Deviation from Risk Management guidelines requires Board approval.

16.1 **Evidence of Insurance.** All insurance required under this Lease shall be with companies licensed and admitted in Idaho. Within 15 days of signing this Lease, Lessee shall furnish IDPR with a certificate of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above and naming the Idaho Department of Parks and Recreation and the State of Idaho as additional insureds. A copy of the additional insured endorsement will be attached to the Certificate.

16.2 Failure of IDPR to demand such certificate or other evidence of full compliance with these insurance requirements shall not be construed as a waiver of Lessee's obligation to maintain such insurance.

16.3 Failure to maintain the required insurance may result in termination of this Lease. Any such termination shall be preceded by the issuance of a Notice of Violation and shall be subject to the timelines set forth in Section 11.

16.4 Lessee shall pay all policy premiums annually in advance, for each of the insurance policies required under the terms of this Lease. Lessee shall deliver to IDPR evidence of such payment in conjunction with each annual payment of this Lease, before the payment of any insurance premiums become in default.

17. **Officials, Agents and Employees of Lessee Not Personally Liable.** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease, and the sole responsibility and liability for the performance of this Lease and all of the provisions and covenants contained in this Lease shall rest in and be vested with the State of Idaho.

18. **Heirs and Assigns.** The terms of this Lease shall apply to the heirs, executors, administrators, successors and assigns of both IDPR and the Lessee in like manner as to the original parties.

19. **Severability.** If any term or provision of this Lease is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease.

20. **Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease. All rights of Lessee and the legal relations of IDPR and Lessee are defined herein and no rights not specifically identified herein are intended.

21. **Written Modification.** No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Lease. Any such modification shall be attached hereto as an addendum and incorporated by herein reference.

22. **Title.** IDPR makes no representation or warranty whatsoever with respect to its title to said leased Premises, and in the event Lessee is divested of its leasehold or otherwise suffers harm as a result of deficiency or loss of IDPR's title, no liability shall be incurred by virtue of this Lease for any loss

or damage to Lessee, nor shall any claim for refund of rent theretofore paid be made by Lessee, its successors or assigns.

23. **Notices.** Any notice given under the terms of this Lease shall be deemed given and delivered when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party. Notices to Lessee shall be addressed to Lessee at the address designated in Section 1 of this Lease. Lessee is responsible for notifying IDPR of any change of address. Notices to IDPR shall be addressed to IDPR at:

Heyburn State Park
57 Chatcolet Road
Plummer, ID 83851

or

Idaho Department of Parks and Recreation
North Region Office
2750 Kathleen Avenue, Suite 1
Coeur d'Alene, ID 83815

24. **IDPR Consent.** Whenever any action by Lessee requires IDPR's consent pursuant to a provision in this Lease, IDPR's consent to such action shall be strictly construed to apply to the specific action to which such consent applied, and not to imply consent to any similar or subsequent actions by Lessee. Consent of IDPR to any action of Lessee must be explicit; no provision in this Lease shall be construed to allow consent by omission.

25. **Waiver.** The waiver by IDPR of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by IDPR hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

26. **Compliance with Laws and IDPR Rules.** Lessee shall comply with all applicable federal, state and local laws, regulations, orders and agreements that govern activities within Heyburn State Park and upon the navigable waters of the State of Idaho. .

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho.

28. **Non-Discrimination.** Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.

29. **Authority to Sign.** Lessee and IDPR each warrant and represent to the other that the persons signing this Lease have full authority and right to bind their respective parties to the terms of this Lease and that such person is acting within the scope of such person's authority and agency.

Lease Attachment B
SITE MAP

Map: (see attachment)

Lease Attachment C
FLOAT HOME CONSTRUCTION AND MAINTENANCE STANDARDS

1. **Construction and Reconstruction.** Lessee must obtain a Heyburn State Park Float Home Construction Permit prior to any construction or reconstruction of improvements, float homes, or any related moveable personal property including docks, ramps, walkways, and boat garages. Applications for Construction Permits may be obtained from the park manager. Applications should be submitted at least thirty (30) days before the anticipated start of construction. No construction shall occur prior to issuance of a Construction Permit by the park manager.

   1.1 **Plans.** Detailed plans are required for construction or reconstruction of float homes, docks, walkways, ramps and boat garages. Licensed architectural or detailed construction drawings will be required for major construction or reconstruction.

   1.2 **Additions.** No requests for construction of additional stories for a float home or boat garage will be considered. No requests that result in expansion of the exterior dimensions of a float home or boat garage will be considered. No requests to construct living quarters within a boat garage will be considered.

   1.3 **Ramps, Docks and Boat Garages.** No requests for construction of new boat garages will be considered. Existing boat garages may be retained so long as they are maintained in good condition. Ramps, docks, and boat garages may not extend beyond the boundaries of the float home moorage site. Docks will be maintained at the minimum length necessary for mooring of boats or other watercraft.

   1.4. **Outbuildings.** No requests for construction of new outbuildings on adjacent upland property will be considered except as provided in section 2.5 of this Attachment C..

   1.5 **Reconstruction.** In the event that a float home is destroyed, and Lessee does not reconstruct said Float Home, the Lessee is responsible for salvage, clean up, and restoration of the float home moorage site. Following restoration of the site, the Lessee will receive a pro-rata refund of the annual lease payment, calculated from the date of destruction.

   1.6 **Time for Completion.** All exterior building construction is to be completed within twelve (12) months of the issuance of the construction permit.

   1.7 **Unauthorized Improvements.** The construction, placement, or erection of any structures, improvements, or other alterations without the prior written consent of IDPR shall constitute a breach of this Lease. At its discretion, the Board may terminate the Lease or require removal of the structure, improvement, or alteration.

   1.8 **Building Permits.** In addition to the Heyburn State Park Float Home Construction Permit, Lessee is responsible for obtaining all necessary state and local building permits before engaging in any construction or reconstruction.

2. **Maintenance of Float Homes.** Lessee shall maintain float homes, boat garages, docks, ramps, and floating walkways to minimize fire and safety hazards, protect park resources, and to provide a natural, but managed appearance. Lessees must maintain float homes with sensitivity to the fact that their float homes are located in a public park with historical, cultural, and natural amenities which are valued by visitors and residents alike. Visual impacts of float homes must be minimized by the use of muted natural colors and maintenance of the float home in ways that minimize the intrusiveness of the structure.

   2.1 **Roofing Material.** Any new or replacement roof shall be constructed of baked-on enamel metal. Baked-on enamel roofing should be of an earth-tone color, preferably dark brown or dark green. A palate of acceptable colors is available at the park office; other colors will require the prior written approval of IDPR.

2.2 **Exterior Colors.** The exterior color of float homes, boat garages, and outbuildings should harmonize with the surrounding landscape. Strong contrasts between the trim and exterior color should be avoided. Earth-tones and forest colors which blend in with the surroundings are ideal. Browns, greens, whites and grays are recommended. A palate of acceptable colors is available at the park office; other colors will require the prior written approval of IDPR.

2.3 **Satellite and TV Antennas.** Satellite antenna receiver dishes three (3) feet or less in diameter are permitted. To the extent possible, they should be located so as to minimize their visibility from public areas. Other external television aerial antennas are not permitted.

2.4 **Buoyancy.** Float homes shall be maintained to ensure sufficient buoyancy to allow relocation of the float home to another moorage site should IDPR require relocation pursuant to the terms of this agreement. Float homes and docks must be maintained to keep all decking at least six inches above the water during normal use.

2.5 **Upland Improvements.** Adjacent upland property will be left in its natural state; provided, that Lessee may have sewage and utility connections, including any utility service connections, meters, or other facilities on or above the shoreline of Hidden Lake, and one on-shore storage structure no larger than the following dimensions: eight feet wide by eight feet long by six feet in height or less. Storage sheds shall have either natural wood siding or wooden siding stained in an earth-tone color consistent with the natural surroundings. Existing improvements that do not conform to the above dimensions must be removed by December 31, 2016 with the exception of on-shore gray-water holding tanks, which shall be removed within sixty (60 days of the completion of the trunk line connecting the float homes to the Heyburn State Park Central Sewage Treatment System. Lessee shall not remove vegetation, including trees, from uplands without the prior written consent of Lessor.

3. **Moorage Site Conditions.** Float homes moorage sites shall be kept at all times in a clean and sanitary condition, free of trash, garbage, litter and unused or discarded household items. Firewood storage should be confined to one location, away from the float home. Roofs should be kept clear of all debris and needles on a regular basis to minimize fire hazard.

Lease Attachment D

FINANCIAL, PERMITTING, RELOCATION AND WASTEWATER COLLECTION SYSTEM CONSTRUCTION MILESTONES

Completion Dates	Milestones
5-1-14	DRAFT SEWER PLAN DEVELOPED; IDAHO DEPARTMENT OF LANDS (IDL)PERMIT OBTAINED; PANHANDLE HEALTH DISTRICT (PHD) SEWER MANAGEMENT AGREEMENT AMENDED ✓ Draft facility/connection plan developed. ✓ Submission to and approval of marina encroachment permit by IDL (costs paid by lessees). ✓ Amendment of Sewer Management Agreement with PHD Note: Agreement requires float homes to be removed by 12-31-16 if not connected to central system.
12-31-14	NEW LEASE DEVELOPED AND SIGNED ✓ Development and issuance of new lease addressing Board approved requirements and milestones. ✓ Signed leases returned to Heyburn State Park.
7-31-15	FINANCIAL COMMITMENTS FOR SEWER DEVELOPMENT & IDL PERMIT REQUIREMENTS ✓ Proof of financial commitment by Float Home Association to pay for any improvements required by IDL. ✓ Acquisition of DEQ grant, loan, or other financing to construct sewer connection. ✓ Proof of financial commitment/capability by Float Home Association to construct, operate, and maintain connection. Note: IDAPA 58.01.12.101 requires applicant for water pollution control loan to demonstrate and certify "that it has the legal, technical, managerial, and financial capabilities as provided for in these rules to ensure construction, operation and maintenance, and to repay principal and interest which would be due on a loan."
12-31-15	SEWER PLAN FINALIZED; IDPR, DEQ, PHD APPROVED; PERMITS ACQUIRED ✓ Final facility/connection plan with cost estimate completed. ✓ Approval of facility/connection plan by DEQ PHD and IDPR. ✓ All associated sewer system permits obtained.
12-31-16	ALL CONSTRUCTION, FLOAT HOME RELOCATION/RE-FLOATATION, SHORELINE IMPROVEMENT REMOVALS COMPLETED ✓ Construction of trunk line and float home connections. ✓ Construction of marina improvements required by IDL encroachment permit. ✓ Relocation of float homes. ✓ Removal of all shoreline improvements other than electrical and utility service connections.
2017-2047	ANNUAL PAYMENT OF LOAN PRINCIPAL AND INTEREST ✓ After May 31, 2017, the Association must submit proof of annual payment of loan principal and interest to DEQ. Failure to make any annual payment shall be cause for termination of this Lease. Suspension or termination of loan contract by DEQ pursuant to IDAPA 58.01.12.080 will result in immediate termination of this Lease.

7-31-47 FUNDING REPAYMENT OR FORGIVENESS COMPLETED

- ✓ Proof of DEQ loan repayment and/or forgiveness.
- ✓ Suspension or termination of loan contract by DEQ pursuant to IDAPA 58.01.12.080 will result in immediate termination of float home leases.

NOTES: The milestones are based upon conservative time frames but some processes, which are controlled by other entities, may require considering adjustments and Board approval.

Lease Attachment E
Float Home Reconfiguration Plan

(see attached form)

FISCAL YEAR 2015
GRANT APPLICATIONS

FOR

Recreational Vehicle, Waterways Improvement Fund, Cutthroat Plate Fund,
Road and Bridge, Off-Road Motor Vehicle, Motorbike Fund,
Recreational Trails Program

IDAHO DEPARTMENT OF PARKS & RECREATION

Quarterly Board Meeting
May 20-21, 2014
Lewiston

C. L. "Butch" Otter
Governor

Nancy C. Merrill
Director

IDAHO PARK AND RECREATION BOARD

Tom Crimmins
District One

Randy Doman
District Two

Susan Buxton
District Three

Charles H. Correll
Board Chair
District Four

Jean S. McDevitt
District Five

Robert Hansen
District Six

DIRECTOR'S OFFICE

5657 Warm Springs Avenue
P.O. Box 83720
Boise, Idaho 83720-0065

Phone (208) 334-4199

www.parksandrecreation.idaho.gov

MEMORANDUM

Date: April 24, 2013

To: Board Members

From: Kathy Muir, IDPR Grant Manager

Subject: Fiscal Year 2015 Grant Project Rankings

The advisory committees for the Recreational Vehicle, Waterways Improvement Fund, Cutthroat License Plate Fund, Off-Road Motor Vehicle, Motorbike and Recreation Trails Program met recently to review and rank grant applications. In addition, staff met to review and rank Road and Bridge grants. In the review process they utilized Board approved criteria, their knowledge of the areas involved, and input from IDPR staff to come to the conclusions reflected on the attached ranking sheets.

Please review these ranking lists. I'm available to answer any questions that you may have in regard to specific projects.

I look forward to seeing all of you at the Board meeting. If there is anything I can be of assistance with please do not hesitate to contact me.

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Recreational Vehicle (RV) Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The State & Federal Grant Program has approximately $2,100,000 available in the RV Program for the FY 2015 grants. Staff has held back $50,000 to fund emergency cost overruns associated with these grants projects. This amount is reflected on the top line of the list of project rankings and will be considered in the total amount awarded to projects.

At their recent meeting in Boise, the RV Advisory Committee reviewed 27 grant applications according to department criteria. The requests totaled $ 2,748,420.14. The RV Committee recommends not funding any project that scored below 50 even if funds become available.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order should any of the applicants of the higher rated projects withdraw their applications or if additional monies become available. Additionally, the RV committee recommends not funding below a score of 50.

RECREATIONAL VEHICLE (RV) ADVISORY COMMITTEE

Description: This 6-member committee is comprised of one individual representing recreational vehicle users from each of the six planning regions.

Term Length: Three (3) year term.

Appointed By: Park Board

Name	Address	Term	Representing
DONALD KLINE	620 E. 18th Ave. Post Falls, ID 83854 208-819-8219(h) donkline@hotmail.com	8/2013 – 8/2016	Region I
RICHARD KIZER	2210 Trail Road Moscow ID 83843 509-335-9121(w) 208-310-9275(c)Use this rekitect@gmail.com	8/2011 – 8/2014	Region II
DENNIS LAWSON	11999 W. Tidewater Dr. Boise, ID 83713 208-608-6868(h) dklawson@cableone.net	8/2012 – 8/2015	Region III
JERRY OLSON	3617 East 3870 North Kimberly, ID 83341 208-734-3629(h) 208-308-3630(c) jandjsheep@gmail.com	8/2013 – 8/2016	Region IV
JACK OLNEY	1625 Wagon Wheel Dr. Blackfoot, ID 83221 208-785-6973(h) 208-709-4945(c) jackolney@juno.com	8/2012 – 8/2015	Region V
WILLIAM J. HENRY	520 Moonlite Idaho Falls ID 83402 208-589-0739(h) whenry1025@msn.com	8/2011 – 8/2014	Region VI

Updated 4/5/2014

FY 2015 Applications
Recreational Vehicle Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
Contingency Fund										$ 50,000.00	
3	Idaho Panhandle National Forest	1	Purcell Loop	Repair 6 Campgrounds	$ 76,751.00	42%	$ 32,251.00	58%	$ 44,500.00	$ 94,500.00	78.33
1	Idaho Dept of Parks & Recreation	0	State Parks	Picnic Tables & Fire Rings	$ 99,842.00	20%	$ 19,969.00	80%	$ 79,873.00	$ 174,373.00	74.83
12	Payette County	3	Clay Peak Rec Area	RV Dump Station	$ 23,104.00	57%	$ 13,152.00	43%	$ 9,952.00	$ 184,325.00	74.33
11	Payette National Forest	3	Big Bar Campground	4 Restrooms, Signs, Barrier Rocks	$ 84,376.00	21%	$ 17,592.00	79%	$ 66,784.00	$ 251,109.00	74.17
7	Adams County	3	Wye Trailhead Campground	Campground Development	$ 141,795.00	15%	$ 20,873.00	85%	$ 120,922.00	$ 372,031.00	73.33
16	Caribou-Targhee National Forest	5	Scout Mountain	Campground Reconstruction	$ 15,000.00	33%	$ 5,000.00	67%	$ 10,000.00	$ 382,031.00	69.67
4	City of Nez Perce	2	Nez Perce RV Park	8 New Camp Sites/Dump Station	$ 269,000.00	10%	$ 27,000.00	90%	$ 242,000.00	$ 624,031.00	69.17
18	Bonneville County Parks & Recreation	6	Juniper Campground	Polaris Ranger 4x4 UTV	$ 10,174.98	50%	$ 5,087.49	50%	$ 5,087.49	$ 629,118.49	67.17
17	City of American Falls	5	Willow Bay	Electrical Upgrade	$ 125,500.00	16%	$ 20,000.00	84%	$ 105,500.00	$ 734,618.49	66.83
26	IDPR Henry's Lake	6	Henry's Lake State Park	Restroom/Shower Upgrade/Chip Seal	$ 160,000.00	25%	$ 40,000.00	75%	$ 120,000.00	$ 854,618.49	65.17
27	Jefferson County	6	Jefferson County Lake	Campground Improvement	$ 128,904.87	25%	$ 32,226.22	75%	$ 96,678.65	$ 951,297.14	64.83
19	Bonneville County Parks & Recreation	6	Juniper Campground	Backhoe	$ 94,687.00	53%	$ 50,000.00	47%	$ 44,687.00	$ 995,984.14	64.33
24	Caribou-Targhee National Forest	6	Calamity Campground	Re-route Roads	$ 13,500.00	30%	$ 4,000.00	70%	$ 9,500.00	$ 1,005,484.14	63.33
21	BLM Idaho Falls	6	Egin Lakes	Campground Shelters	$ 94,790.00	26%	$ 25,000.00	74%	$ 69,790.00	$ 1,075,274.14	63.00
22	Caribou-Targhee National Forest	6	Riverside Campground	Replace Access Road	$ 267,000.00	4%	$ 9,000.00	96%	$ 258,000.00	$ 1,333,274.14	62.00
14	Sawtooth National Forest	4	Thompson Flat	Campground Improvements	$ 387,578.00	3%	$ 10,098.00	97%	$ 377,480.00	$ 1,710,754.14	59.17
15	Twin Falls County	4	City of Filer	Fairgrounds RV Park Restroom	$ 129,909.00	20%	$ 25,453.00	80%	$ 104,456.00	$ 1,815,210.14	59.00
13	City of Burley	4	Bedke Marina	Develop Campground/Restrooms	$ 369,606.00	31%	$ 115,917.00	69%	$ 253,689.00	$ 2,068,899.14	57.00
25	Caribou-Targhee National Forest	6	Riverside Campground	Campground Renovation	$ 27,876.00	14%	$ 4,000.00	86%	$ 23,876.00	$ 2,092,775.14	56.00
FUNDING LINE											

FY 2015 Applications
Recreational Vehicle Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
10	Boise National Forest	3	Evans Creek Campground	Site Furniture/Remove Debris	$ 66,500.00	26%	$ 17,500.00	74%	$ 49,000.00	$ 2,141,775.14	**55.67**
20	Bonneville County Parks & Recreation	6	Juniper Campground	Landscaping/Sprinkler System	$ 27,675.00	18%	$ 5,000.00	82%	$ 22,675.00	$ 2,164,450.14	**54.00**
23	Caribou-Targhee National Forest	6	Buffalo Campground	Repave Road	$ 172,000.00	6%	$ 11,000.00	94%	$ 161,000.00	$ 2,325,450.14	**54.00**
8	Boise National Forest	3	Silvercreek Campground	Asphalt Road	$ 174,925.00	3%	$ 4,635.00	97%	$ 170,290.00	$ 2,495,740.14	**49.33**
2	Idaho Dept of Parks & Recreation	0	Statewide	Economic Impact Study	$ 75,000.00	7%	$ 5,000.00	93%	$ 70,000.00	$ 2,565,740.14	**46.83**
5	Nez Perce-Clearwater National Forest	2	North Zone	Remove 3 toilets/Replace 8 Liners	$ 69,500.00	2%	$ 1,500.00	98%	$ 68,000.00	$ 2,633,740.14	**45.50**
9	Boise National Forest	3	Tailwaters Campground	Debris Removal/Ramp Repair	$ 32,430.00	31%	$ 10,000.00	69%	$ 22,430.00	$ 2,656,170.14	**40.67**
6	Nez Perce-Clearwater National Forest	2	Fenn Pond	Boardwalk,Fishing Piers,Signage,Tables	$ 172,830.00	18%	$ 30,580.00	82%	$ 142,250.00	$ 2,798,420.14	**35.67**
					$ 3,310,253.85		$ 561,833.71		$ 2,748,420.14		

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Waterways Improvement Fund (WIF) Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The State and Federal Grant Program has approximately $1,200,000 available in the WIF for FY 2015 grants. Staff has held back $50,000 to fund emergency cost overruns associated with these grant projects. This amount is reflected on the top line of the attached list of project rankings and will be considered in the total amount awarded to projects.

At their recent meeting in Boise, the WIF Advisory Committee reviewed 27 grant applications according to department criteria. The requests totaled $ 1,692,771.54. The WIF Committee recommends not funding any project that scored below 55 even if funds become available.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order should any of the applicants of the higher rated projects withdraw their applications or if additional monies become available. Additionally, the WIF Committee recommends not funding below a score of 55.

WATERWAYS (WIF) ADVISORY COMMITTEE

Description: This 6-member committee is comprised of one recreational boater from each of the six planning regions.

Term Length: Three (3) year term.

Appointed By: Park Board

Name	Address	Term	Representing
KATHLEEN GOODWIN	E. 1025 Timber Lane Coeur d'Alene, ID 83815 208-765-9668(h) kathleengoodwin@yahoo.com	8/2012 – 8/2015	Region I
BRICE BARNES	711 Snake River Ave. Lewiston, ID 83501 208-798-4465(h) 208-746-1412(w) Use this # brice@boatingfun.com brenda@boatingfun.com	8/2011 – 8/2014	Region II
WILLIAM B. MONTI	404 S. John Ave Emmett, ID 83617 208-365-7197(h) wjmonti@clearwire.net	8/2009 – 8/2012 8/2012 – 8/2015	Region III
JAMES M. OLSON	2849 A East 3500 North Twin Falls, ID 83301 208-731-5839(c) jandj58@q.com	8/2009 – 8/2012 8/2012 – 8/2015	Region IV
STEVE CEDERBERG	280 Hummingbird Ln. Shelley, ID 83274 208-932-2634(h) 208-680-5549(w) scederberg@hotmail.com	8/2013 – 8/2016	Region V
KENT BATEMAN	1102 Sahara St Idaho Falls, ID 83404 208-529-0866 (h) 208-680-7403 (w) kent@actionmotor.com	8/2010 – 8/2013 8/2013 – 8/2016	Region VI

Updated 4/5/2014

FY 2015 Applications
Waterways Improvement Fund

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
Contingency Fund										$ 50,000.00	
1	Bonner County Water Ways Dept	1	Bonner Park West	Replace Existing Dock System	$ 245,920.00	80%	$ 195,920.00	20%	$ 50,000.00	$ 100,000.00	75.80
27	Lemhi County Sheriff's Office	6	Countywide	Jetboat/Trailer	$ 59,470.00	20%	$ 11,894.00	80%	$ 47,576.00	$ 147,576.00	74.80
3	Kootenai County	1	Countywide	Refurbish 1994 Boat	$ 10,000.00	35%	$ 3,500.00	65%	$ 6,500.00	$ 154,076.00	73.60
8	Adams County	3	Lost Valley Reservoir	Repair Launch Ramp/Dock	$ 21,320.00	25%	$ 5,280.00	75%	$ 16,040.00	$ 170,116.00	72.40
26	Fremont County Parks & Recreation	6	Mill Creek	Docks	$ 13,000.00	23%	$ 3,000.00	77%	$ 10,000.00	$ 180,116.00	72.00
2	Kootenai County	1	Countywide	Refurbish 1996 Boat	$ 37,000.00	35%	$ 12,950.00	65%	$ 24,050.00	$ 204,166.00	71.80
6	Clearwater County Sheriff	2	Near Orofino	Marine Building Addition	$ 47,435.00	21%	$ 10,000.00	79%	$ 37,435.00	$ 241,601.00	71.60
20	Twin Falls County	4	Murtaugh Lake	4 PWC Docks	$ 17,023.00	30%	$ 5,108.00	70%	$ 11,915.00	$ 253,516.00	71.20
22	Bonneville County	6	County Wide	Patrol Boat/Trailer	$ 70,000.00	21%	$ 20,000.00	79%	$ 50,000.00	$ 303,516.00	71.20
25	Fremont County Parks & Recreation	6	Henry's Fork of Snake River	Docks	$ 13,000.00	23%	$ 3,000.00	77%	$ 10,000.00	$ 313,516.00	71.20
13	City of Payette	3	Centennial Park	Boat Launch Site - Phase II	$ 85,854.69	23%	$ 20,000.00	77%	$ 65,854.69	$ 379,370.69	70.20
11	City of Marsing	3	Marsing Island Park	Parking/Docks/Site Work	$ 116,875.00	24%	$ 28,375.00	76%	$ 88,500.00	$ 467,870.69	69.60
15	Payette National Forest	3	Big Bar	Dock Replacement	$ 47,468.00	23%	$ 11,118.00	77%	$ 36,350.00	$ 504,220.69	69.60
23	Bonneville County Parks & Recreation	6	Ririe/Palisades Reservoir	Destination Docks	$ 39,500.00	24%	$ 9,500.00	76%	$ 30,000.00	$ 534,220.69	68.20
21	City of American Falls	5	Willow Bay	Boat Dock	$ 74,924.85	6%	$ 4,550.00	94%	$ 70,374.85	$ 604,595.54	67.80
4	Kootenai County	1	Countywide	(2) Personal Watercraft	$ 24,820.00	35%	$ 8,687.00	65%	$ 16,133.00	$ 620,728.54	67.40
14	Payette County Road & Bridge	3	Rudy Park	Launch Ramp/RR/Picnic Area	$ 92,911.00	49%	$ 45,123.00	51%	$ 47,788.00	$ 668,516.54	66.00
19	Jerome County Sheriff's Office	4	Countywide	Search & Rescue Patrol Boat	$ 68,478.00	20%	$ 14,000.00	80%	$ 54,478.00	$ 722,994.54	66.00
24	Caribou-Targhee National Forest	6	Island Park Res-West End	Replace Boat Ramp	$ 50,400.00	10%	$ 5,400.00	90%	$ 45,000.00	$ 767,994.54	65.40
10	Boise National Forest	3	Elk Creek-Anderson Ranch	Docks/Anchor System	$ 84,300.00	21%	$ 18,000.00	79%	$ 66,300.00	$ 834,294.54	63.80

FY 2015 Applications
Waterways Improvement Fund

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
9	Boise National Forest	3	Elk Creek-Anderson Ranch	Boat Ramp Repair	$ 92,000.00	28%	$ 26,000.00	72%	$ 66,000.00	$ 900,294.54	63.40
17	Valley County	3	Lake Cascade-VanWyck	Dock & Ramp Improvements	$ 235,000.00	26%	$ 61,400.00	74%	$ 173,600.00	$ 1,073,894.54	63.40
12	City of McCall	3	McCall City Launch	Boat Launch Ramp & Access Ramp	$ 134,061.00	47%	$ 63,145.00	53%	$ 70,196.00	$ 1,144,090.54	60.20
18	City of Burley	4	Snake River Bedke Marina	Boat Docks	$ 37,217.00	37%	$ 13,700.00	63%	$ 23,517.00	$ 1,167,607.54	59.00
				FUNDING LINE							
5	Kootenai County	1	Mowry State Park	Shelters	$ 259,000.00	25%	$ 65,000.00	75%	$ 194,000.00	$ 1,361,607.54	52.80
16	USFWS-Deer Flat	3	Lake Lowell-Upper Dam	Launch Ramp/Toilet/Parking/Gangways	$ 97,164.00	31%	$ 30,000.00	69%	$ 67,164.00	$ 1,428,771.54	50.40
7	USCOE-Dworshak	2	Grandad	Repair/Extend Launch Ramp	$ 345,690.00	9%	$ 31,690.00	91%	$ 314,000.00	$ 1,742,771.54	48.00
					$ 2,419,831.54		$ 726,340.00		$ 1,692,771.54		

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Cutthroat Plate Fund Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The State and Federal Grant Program has approximately $40,000 available in the Cutthroat Plate Fund for FY 2015 grants. At their recent meeting in Boise, the WIF Advisory Committee reviewed 1 grant application according to department criteria. The request totaled $36,326.00.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the project ranked by the committee.

FY 2015 Applications
Cutthroat License Plate Fund

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Rating
1	City of Grandview	3	Riverside Park	Fishing Pier	$ 39,137.00	7%	$ 2,811.00	93%	$ 36,326.00	69.80
neligible										
	Bureau of Land Management	2	Clearwater Region	Sportsman's Guide	$ 10,199.00	51%	$ 5,199.00	49%	$ 5,000.00	Motorized not construction

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Road & Bridge (RB) Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The State and Federal Grant Program has approximately $286,720 available in the Recreational Road and Bridge Program for FY 2015 grants.

At their recent meeting in Boise, the Road & Bridge Committee reviewed 13 grant applications according to department criteria. The requests totaled $1,227,578.48.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order.

FY 2015 Applications
Road Bridge Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
4	Valley County	3	Francis Wallace	Improve/Add Parking Area	$ 71,420.00	15%	$ 11,000.00	85%	$ 60,420.00	$ 60,420.00	**74.00**
3	Valley County	3	Brush Creek	Construct Parking Area	$ 34,836.48	23%	$ 8,000.00	77%	$ 26,836.48	$ 87,256.48	**73.00**
1	St. Joe Ranger District	1	Cemetary Ridge	Road Maintenance	$ 22,455.00	38%	$ 8,455.00	62%	$ 14,000.00	$ 101,256.48	**68.20**
12	Sawtooth National Forest	6	Redfish Lake	Road Construction	$ 2,580,802.00	94%	$ 2,430,802.00	6%	$ 150,000.00	$ 251,256.48	**64.20**
				FUNDING LINE							
7	Weiser Valley Highway District	3	Olds Ferry Rd/Steck Park	Road Reconstruction	$ 413,000.00	52%	$ 213,000.00	48%	$ 200,000.00	$ 451,256.48	**63.80**
14	Teton County	6	Horseshoe Canyon	Seal Coat	$ 42,000.00	23%	$ 10,000.00	76%	$ 32,000.00	$ 483,256.48	**58.80**
11	Camas County	4	Mormon Road	2 Bridge Replacements	$ 390,250.00	36%	$ 140,250.00	64%	$ 250,000.00	$ 733,256.48	**53.60**
8	Middleton Parks & Recreation District	3	Hawthorne Park	Install Storm Drains/Asphalt/Strip	$ 117,175.00	27%	$ 31,792.00	73%	$ 85,383.00	$ 818,639.48	**53.20**
6	Payette County	3	Ruby Park	Parking Lot/Walkway	$ 98,111.00	34%	$ 33,680.00	66%	$ 64,431.00	$ 883,070.48	**52.80**
10	Hagerman Highway District	4	Richie Road	Culvert Replacement	$ 33,000.00	10%	$ 3,300.00	90%	$ 29,700.00	$ 912,770.48	**50.00**
5	Valley County	3	Mill Street-Cascade	Reconstruct/Pave Road	$ 292,493.00	51%	$ 150,393.00	49%	$ 142,100.00	$ 1,054,870.48	**44.00**
13	Bonneville County Parks & Recreation	6	Calamity	Dust Abatement	$ 35,691.96	38%	$ 13,691.96	62%	$ 22,000.00	$ 1,076,870.48	**43.60**
2	City of Moscow	2	Lola Clyde Park	Parking Lot/Walkway	$ 244,494.00	38%	$ 93,786.00	62%	$ 150,708.00	$ 1,227,578.48	**43.20**
					$ 4,375,728.44		$ 3,148,149.96		$ 1,227,578.48	$ 2,455,156.96	
	Ineligible										
9	North Side Soil & Water Conservation District	4	Auger Falls	Parking Area/Road/Gate	$ 14,000.00	53%	$ 7,500.00	47%	$ 6,500.00		

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Off-Road Motor Vehicle (ORMV) Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The State and Federal Grant Program has approximately $500,000 available in the ORMV Program for FY 2015 grants.

At their recent meeting in Boise, the ORMV Advisory Committee reviewed 50 grant applications according to department criteria. The requests totaled $919,468.48.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order should any of the applicants of the higher rated projects withdraw their applications or if additional monies become available.

OFF-ROAD MOTOR VEHICLE (ORMV) ADVISORY COMMITTEE

Description: This 9-member committee is comprised of three (3) members from Regions 1 and 2, three (3) members from Regions 3 and 4, and three (3) members from Regions 5 and 6.

- One (1) member from each area represents Snowmobilers,
- One (1) member from each area represents either ATV or Motorbike interests,
- One (1) member from each area represents users not otherwise represented.

Term Length: Three (3) year term.

Appointed By: Park Board

Name	Address	Term	Representing
REPRESENTING REGIONS 1 AND 2			
PATRICK A. GUNTER	334 Monarch Rd Sagle, ID 83860 208-263-7383(h) 208-610-8552(c) sandicrest190@hotmail.com	8/2009 – 8/2012 8/2012 – 8/2015	Motorbike/ATV
MICHAEL HOWZEN	240 Ridgeway Dr. Elk City, ID 83525 208-842-2749(w) mm.howzen@gmail.com	8/2012 – 8/2015	Snowmobiling
DON CAPPARELLI	P.O. Box 143 Smelterville, ID 83868 208-783-0757(h) 208-659-7386(c) cappann@hotmail.com	2/2012 – 8/2014	Non-Motorized Use
REPRESENTING REGIONS 3 AND 4			
BUD MORRIS	2074 N. Springland Pl. Boise, ID 83713 208-322-3995(h) 208-859-5936(c) dpmorris@q.com	8/2010 – 8/2013 (partial) 8/2013 – 8/2016	Motorbike/ATV
HAROLD JOHNSON	P.O. Box 701 Filer, ID 83328 208-734-6054(h) vmhljohn@cableone.net	8/2013 – 8/2016	Snowmobiling
MARK WEAVER	171 E. Keswick Ct. Kuna, ID 83634 208-515-6900(h) 208-387-5693(w) marklweaver@hotmail.com	8/2009 – 8/2012 8/2012 – 8/2015	Non-Motorized Use

Updated 4/5/2014

ORMV Advisory Committee, Continued

Name	Address	Term	Representing
REPRESENTING REGIONS 5 AND 6			
GRANT FREARSON	2583 Old Irwin Road P.O. Box 202 Irwin, ID 83428 208-569-4107(h) g_sfrn@live.com	8/2013 – 8/2016	Motorbike/ATV
WARREN WILDE	6869 North Capital Hill Rd. Preston, ID 83263 208-852-2767(h) 208-852-1332(w) wwilde@digis.net	8/2012 – 8/2015	Snowmobiling
DONNA WHITHAM	706 Laurelwood Ave Idaho Falls, ID 83401 208-520-1728(h) 208-520-7232(alt #) Climb_on2002@yahoo.com	8/2012 – 8/2015	Non-Motorized Use

FY 2015 Applications
Off-Road Motor Vehicle Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
1	Idaho Dept of Parks & Recreation	0	Statewide	OHV Media Outreach	$ 92,500.00	68%	$ 62,500.00	32%	$ 30,000.00	$ 30,000.00	80.44
14	Valley County	3	Wellington Trailhead	Purchase 7 Acres Land	$ 57,800.00	19%	$ 11,000.00	81%	$ 46,800.00	$ 76,800.00	75.89
22	Boise National Forest	3	North Zone of Boise NF	Trail Maintenance	$ 113,794.00	59%	$ 66,994.00	41%	$ 46,800.00	$ 123,600.00	75.67
7	Shoshone County	1	Dot Creek	Clearing/Maintenance	$ 4,895.00	41%	$ 2,015.00	59%	$ 2,880.00	$ 126,480.00	75.11
36	Caribou-Targhee National Forest	5	Highline Trail	Trail Repair/Reconstruction	$ 12,590.00	30%	$ 3,790.00	70%	$ 8,800.00	$ 135,280.00	74.78
44	Caribou-Targhee National Forest	6	Teton Basin Big Hole	Trail Maintenance	$ 29,482.00	34%	$ 10,102.00	66%	$ 19,380.00	$ 154,660.00	74.00
43	BLM-Idaho Falls	6	Egin Lakes	Storage/Public Outreach Building	$ 129,850.00	52%	$ 67,578.00	48%	$ 62,272.00	$ 216,932.00	72.22
30	Sawtooth National Rec Area	4	Mule Creek Trail	Trail Reconstruction	$ 67,466.00	38%	$ 25,566.00	62%	$ 41,900.00	$ 258,832.00	71.56
26	Boise National Forest	3	Trinity Ridge & Elk/Pony Complexes	Trail Repair	$ 183,500.00	58%	$ 106,500.00	42%	$ 77,000.00	$ 335,832.00	71.44
47	Caribou-Targhee National Forest	6	Emigration Summit	Expand Parking Lot	$ 46,200.00	22%	$ 10,200.00	78%	$ 36,000.00	$ 371,832.00	71.22
49	Caribou-Targhee National Forest	6	Nelson/Blacktail	2 Bog Bridges	$ 11,000.00	18%	$ 2,000.00	82%	$ 9,000.00	$ 380,832.00	71.11
25	Payette National Forest	3	Krassel Ranger District	Heavy Trail Maintenance	$ 60,864.00	35%	$ 21,224.00	65%	$ 39,640.00	$ 420,472.00	71.11
9	Nez Perce-Clearwater National Forest	2	Yakima Mine Trail	Trail Restoration	$ 32,845.00	28%	$ 9,320.00	72%	$ 23,525.00	$ 443,997.00	70.44
23	Payette National Forest	3	Forestwide	Avalanche Awareness	$ 34,862.00	68%	$ 23,840.00	32%	$ 11,022.00	$ 455,019.00	69.78
2	Kootenai County	1	Countywide	Law Enforcement Snowmobile	$ 10,516.00	50%	$ 5,258.00	50%	$ 5,258.00	$ 460,277.00	69.33
46	Caribou-Targhee National Forest	6	Ashton/Island Park	Snowmobile	$ 8,000.00	50%	$ 4,000.00	50%	$ 4,000.00	$ 464,277.00	69.22
24	Payette National Forest	3	Forestwide	Snowmobile	$ 9,445.00	50%	$ 4,723.00	50%	$ 4,722.00	$ 468,999.00	67.33
6	Idaho Panhandle National Forest	1	White Mountain Trail	Reconstruct Trail	$ 30,505.00	13%	$ 3,975.00	87%	$ 26,530.00	$ 495,529.00	67.22
				FUNDING LINE							
17	Boise National Forest	3	Idaho City Ranger District	Trail Weeds Treatment	$ 26,000.00	69%	$ 18,000.00	31%	$ 8,000.00	$ 503,529.00	66.78
31	Sawtooth National Forest	3&4	Fairfield Ranger District	Signage	$ 24,000.00	42%	$ 10,000.00	58%	$ 14,000.00	$ 517,529.00	66.67

FY 2015 Applications
Off-Road Motor Vehicle Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
3	Kootenai County	1	Countywide	Law Enforcement ATV	$ 21,098.00	50%	$ 10,549.00	50%	$ 10,549.00	$ 528,078.00	66.33
42	Caribou-Targhee National Forest	5	Bell Marsh Trail	Trail Reconstruction	$ 11,000.00	27%	$ 3,000.00	73%	$ 8,000.00	$ 536,078.00	66.22
21	Boise National Forest	3	North Zone of Boise NF	2 Trail Rangers/Trail Maintenance	$ 41,690.00	39%	$ 16,190.00	61%	$ 25,500.00	$ 561,578.00	65.78
12	Nez Perce-Clearwater National Forest	1&2	Palouse Ranger District	Trail Brushing/Repair	$ 55,000.00	20%	$ 11,200.00	80%	$ 43,800.00	$ 605,378.00	65.78
45	Caribou-Targhee National Forest	6	Ashton/Island Park	ATV	$ 6,000.00	50%	$ 3,000.00	50%	$ 3,000.00	$ 608,378.00	64.89
15	Valley County	3	Francis Wallace	Add/Improve Parking	$ 71,420.00	15%	$ 11,000.00	85%	$ 60,420.00	$ 668,798.00	64.56
20	Boise National Forest	3	Idaho City Area	Trail Brushing & Signing	$ 37,960.00	17%	$ 6,400.00	83%	$ 31,560.00	$ 700,358.00	64.33
33	Sawtooth Avalanche Center	3,4,6	Fairfield & Ketchum Ranger Dist	Avalanche Weather Stations	$ 38,400.00	53%	$ 20,200.00	47%	$ 18,200.00	$ 718,558.00	63.67
16	Valley County	3	Brush Creek	Construct Parking Area	$ 34,836.48	23%	$ 8,000.00	77%	$ 26,836.48	$ 745,394.48	63.44
18	Boise National Forest	3	Idaho City Area	3 Trail Bridges	$ 58,800.00	12%	$ 7,300.00	88%	$ 51,500.00	$ 796,894.48	63.33
13	Payette National Forest	2	Clayburn Saddle Trailhead	Vault Toilet	$ 21,911.00	11%	$ 2,430.00	89%	$ 19,481.00	$ 816,375.48	63.00
8	Shoshone County	1	Shoshone County	2 Chainsaws/2 Brush saws/Safety Equip	$ 3,278.00	0%	$ -	100%	$ 3,278.00	$ 819,653.48	60.78
29	Twin Falls County	4	Countywide	Snowmobile	$ 12,040.00	50%	$ 6,020.00	50%	$ 6,020.00	$ 825,673.48	60.67
41	BLM-Pocatello	5	Bear Lake County	Kiosks/Posts/Maps/Fence	$ 69,000.00	13%	$ 9,000.00	87%	$ 60,000.00	$ 885,673.48	58.89
5	Bonner County Sheriff's Office	1	Countywide	ATV	$ 10,000.00	50%	$ 5,000.00	50%	$ 5,000.00	$ 890,673.48	57.78
19	Boise National Forest	3	Idaho City Ranger District	Enforcement/Trailhead Rehab	$ 17,587.00	26%	$ 4,587.00	74%	$ 13,000.00	$ 903,673.48	57.00
27	Payette National Forest	3	Deseret Cabin Trail	Bridge Installation/Boulders	$ 20,314.00	22%	$ 4,519.00	78%	$ 15,795.00	$ 919,468.48	56.67
11	Idaho County Sheriff's Office	2	Countywide	Avalanche Rescue Set/Backpacks	$ 4,200.00	17%	$ 700.00	83%	$ 3,500.00	$ 922,968.48	55.22
28	Payette County	3	Clay Peak Rec Area	2 Double Vault Toilets	$ 69,376.00	29%	$ 20,076.00	71%	$ 49,300.00	$ 972,268.48	54.67

FY 2015 Applications
Off-Road Motor Vehicle Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
Whole project funded in ORMV											
10	Nez Perce-Clearwater National Forest	2	Yakima Mine Trail	Trail Restoration	$ 32,845.00	95%	$ 31,145.00	5%	$ 1,700.00	$ 31,700.00	77.11
unded in RTP											
38	Caribou-Targhee Ranger District	5	Stump Peak	Improve Trail/Bridges/Fence	$ 103,680.00	60%	$ 62,080.00	40%	$ 41,600.00	$ 165,200.00	75.22
39	Caribou-Targhee National Forest	5	Co-op Creek	Trail/Stream Channel/Bridge	$ 38,970.00	58%	$ 22,470.00	42%	$ 16,500.00	$ 151,780.00	74.11
37	Caribou-Targhee National Forest	5	Litz Basin Trail	Trail Reconstruction	$ 7,997.00	35%	$ 2,797.00	65%	$ 5,200.00	$ 159,860.00	73.56
4	Idaho Panhandle National Forest	1	Dalquist Trail	Trail Reconstruction	$ 56,000.00	25%	$ 14,000.00	75%	$ 42,000.00	$ 213,975.00	72.44
35	Caribou-Targhee National Forest	5	Bear Lake,Caribou,Franklin	Trail Maintenance	$ 26,864.00	21%	$ 5,572.00	79%	$ 21,292.00	$ 456,264.00	70.56
32	Sawtooth National Forest	3&4	Fairfield Ranger District	Heavy Trail Maintenance	$ 67,000.00	37%	$ 25,000.00	63%	$ 42,000.00	$ 485,997.00	70.33
50	Fremont County Parks & Recreation	6	Countywide	Groomer Trailer	$ 13,950.00	50%	$ 6,975.00	50%	$ 6,975.00	$ 161,635.00	73.11
unded in MB											
40	Bannock County Search & Rescue	5	Countywide	Search & Rescue Equipment	$ 11,380.50	10%	$ 1,040.50	90%	$ 10,340.00	$ 171,975.00	72.67
34	Sawtooth National Rec Area	6 JM	Rough Creek Trail	Heavy Trail Maintenance	$ 20,500.00	29%	$ 6,000.00	71%	$ 14,500.00	$ 434,972.00	71.00
48	Caribou-Targhee National Forest	6	Big Hole	Signage	$ 4,000.00	37%	$ 1,500.00	63%	$ 2,500.00	$ 466,777.00	68.22

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Motorbike (MB) Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The State and Federal Grant Program has approximately $100,000 available in the Motorbike Program for FY 2015 grants.

At their recent meeting in Boise, the Motorbike Advisory Committee reviewed 27 grant applications according to department criteria. The requests totaled $1,758,256.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order.

FY 2015 Applications
Motorbike Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
3	Idaho Panhandle National Fore	1	North Fork-Big Creek-Slate	Restore Trail	$ 82,626.00	18%	$ 15,036.00	82%	$ 67,590.00	$ 67,590.00	78.67
17	Bannock County Search & Rescue	5	Countywide	Search & Rescue Equipment	$ 11,380.50	10%	$ 1,040.50	90%	$ 10,340.00	$ 77,930.00	74.67
16	Sawtooth National Recreation Area	4	Rough Creek Trail	Heavy Trail Maintenance	$ 20,500.00	29%	$ 6,000.00	71%	$ 14,500.00	$ 92,430.00	74.67
26	Caribou-Targhee National Forest	6	Big Hole	Signage	$ 4,000.00	37%	$ 1,500.00	63%	$ 2,500.00	$ 94,930.00	73.67
				FUNDING LINE							
2	Idaho Panhandle National Forest	1	White Mountain Trail	Reconstruct Trail	$ 30,505.00	13%	$ 3,975.00	87%	$ 26,530.00	$ 121,460.00	73.33
27	Caribou-Targhee National Forest	6	Nelson/Blacktail	2 Bog Bridges	$ 11,000.00	18%	$ 2,000.00	82%	$ 9,000.00	$ 130,460.00	72.67
19	Caribou-Targhee National Forest	5	Bear Lake/Caribou/Franklin Counties	Trail Maintenance	$ 26,864.00	21%	$ 5,572.00	79%	$ 21,292.00	$ 151,752.00	72.33
22	Caribou-Targhee National Forest	5	Bell Marsh Trail	Trail Reconstruction	$ 11,000.00	27%	$ 3,000.00	73%	$ 8,000.00	$ 159,752.00	72.00
15	Sawtooth National Recreation Area	4	Mule Creek Trail	Trail Reconstruction	$ 67,466.00	38%	$ 25,566.00	62%	$ 41,900.00	$ 201,652.00	72.00
8	Boise National Forest	3	Trinity Ridge & Elk/Pony Complexes	Trail Repair	$ 183,500.00	58%	$ 106,500.00	42%	$ 77,000.00	$ 278,652.00	71.33
14	Sawtooth National Forest	4	Fairfield Ranger District	Heavy Trail Maintenance	$ 67,000.00	37%	$ 25,000.00	63%	$ 42,000.00	$ 320,652.00	70.67
5	Nez Perce-Clearwater National Forest	2	Yakima Mine Trail	Trail Restoration	$ 32,845.00	28%	$ 9,320.00	72%	$ 23,525.00	$ 344,177.00	69.67
13	Sawtooth National Forest	4	Fairfield Ranger District	Signage	$ 24,000.00	42%	$ 10,000.00	58%	$ 14,000.00	$ 358,177.00	68.33
4	Nez Perce-Clearwater National Forest	2	Palouse Ranger District	Trail Brushing/Repair	$ 55,000.00	20%	$ 11,200.00	80%	$ 43,800.00	$ 401,977.00	66.33
10	Boise National Forest	3	Idaho City Area	Trail Brushing & Signing	$ 37,960.00	17%	$ 6,400.00	83%	$ 31,560.00	$ 433,537.00	64.67
18	BLM-Pocatello	5	Bear Lake County	Kiosks/Posts/Maps/Fence	$ 69,000.00	13%	$ 9,000.00	87%	$ 60,000.00	$ 493,537.00	63.67
7	Boise National Forest	3	Idaho City Area	3 Trail Bridges	$ 58,800.00	12%	$ 7,300.00	88%	$ 51,500.00	$ 545,037.00	62.33
12	Payette National Forest	3	Deseret Cabin Trail	Bridge Installation/Boulders	$ 20,314.00	22%	$ 4,519.00	78%	$ 15,795.00	$ 560,832.00	60.33
11	Payette County	3	Clay Peak Rec Area	2 Double Vault Toilets	$ 69,376.00	29%	$ 20,076.00	71%	$ 49,300.00	$ 610,132.00	58.33
9	Boise National Forest	3	Boise/Elmore Counties	Education/Trailhead Rehab	$ 17,587.00	26%	$ 4,587.00	74%	$ 13,000.00	$ 623,132.00	56.67

FY 2015 Applications
Motorbike Program

App #	Applicant Name	Region	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
Funded in Recreational Trails Program											
1	Idaho Panhandle National Forest	1	Ruby Trail	Reconstruct Trail	$ 51,900.00	27%	$ 13,900.00	73%	$ 38,000.00	$ 38,000.00	**86.67**
23	Sawtooth National Forest	4	Beaver Creek	Restore Trail/Bridges	$ 183,742.00	32%	$ 59,150.00	68%	$ 124,592.00	$ 254,454.00	**77.33**
21	Caribou-Targhee National Forest	5	Litz Basin Trail	Trail Reconstruction	$ 7,997.00	35%	$ 2,797.00	65%	$ 5,200.00	$ 97,630.00	**73.67**
Funded in Off Road Motor Vehicle Fund											
24	BLM-Idaho Falls	6	Egin Lake	Storage/Public Outreach Building	$ 129,850.00	52%	$ 67,578.00	48%	$ 62,272.00	$ 129,862.00	**77.67**
20	Caribou-Targhee National Forest	5	Highline Trail	Trail Repair/Reconstruction	$ 12,590.00	30%	$ 3,790.00	70%	$ 8,800.00	$ 263,254.00	**76.33**
25	Caribou-Targhee National Forest	6	Teton Basin Big Holes	Trail Maintenance	$ 29,482.00	34%	$ 10,102.00	66%	$ 19,380.00	$ 282,634.00	**75.00**
6	Nez Perce-Clearwater National Forest	2	Yakima Mine Trail	Trail Restoration	$ 1,700.00	0%	$ -	100%	$ 1,700.00	$ 69,290.00	**75.00**

☐ IDAPA RULE ☐ IDAPA FEE X BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20-21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: **FY 2015 Recreation Trails Program (RTP) Grants**

ACTION REQUIRED: **Board Action Required**

PRESENTER: **Kathy Muir**

PRESENTATION

BACKGROUND INFORMATION: The Fiscal Year 2015 allocation from the Federal Highway Administration (FHWA) is estimated to be approximately $1,603,701; IDPR expects to re-obligate approximately $750,000 from prior year balances.

At their recent meeting in Boise, the RTP Advisory Committee reviewed 68 grant applications according to department criteria. The requests totaled $4,205,161.

The priority ranking sheet and committee recommendation are included in this packet.

STAFF RECOMMENDATIONS: Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order should any of the applicants of the higher rated projects withdraw their applications or if additional monies become available.

RECREATIONAL TRAILS PROGRAM (RTP) ADVISORY COMMITTEE

Description: A state Recreational Trails Advisory Committee consisting of ten (10) members representing the various recreational trail user groups is appointed by the Idaho Park and Recreation Board. The Committee is composed of Hiking, Cross-Country Skiing, Off-Highway Motorcycling, Snowmobiling, Equestrian, All-Terrain Vehicle, Bicycling, Four Wheel Drive, Water Trail, and People with Disabilities representatives.

Term Length: Three (3) year term

Appointed By: Park Board

Name	Address	Term	Representing
ALAN CROCKETT	4810 W. Foxtrail Ln. Idaho Falls, ID 83402-5430 208-529-5188(h) abcrock.fu73573@msn.com	8/2012 – 8/2015	Hiking
ALBERT YOUNGWERTH	5494 W. Tivoli Ln. Boise, ID 83703 208-761-1626(c) 208-426-0659(w) al@rekluse.com	8/2012 – 8/2015	Motorbike
MATT MULLENBACH	851 W. 3500 S. Victor, ID 83455 208-354-0953(h) 208-351-3863(w) tetonmatt@aol.com	8/2013 – 8/2016	Bicycling
CLARK L. COLLINS	1643 Surprise Valley Rd Pocatello ID 83201 208-237-3460(h) 208-251-9937(c) clark.collins@hotmail.com	8/2008 – 8/2011 8/2011 – 8/2014	ATV
NATALIE BARTLEY	7523 N. Peppermill Way Boise, ID 83714 208-853-2977(h) 208-890-2871(c) natbartley@earthlink.net	8/2012 – 8/2015	XC Skiing
CHRIS SCHUT	882 Canyon Park Ave P.O. Box 6086(Mailing) Twin Falls, ID 83303 208-220-1008(h) chrisnlori@cableone.net	8/2009 – 8/2012 8/2012 – 8/2015	Snowmobiling

Updated 4/5/2014

RECREATIONAL TRAILS PROGRAM (RTP) ADVISORY COMMITTEE (cont'd)

Name	Address	Term	Representing
DON ECKFORD	General Delivery 191 Pollock Rd. Pollock, ID 83547 330-367-9425(c) doneckford20@gmail.com	8/2013 – 8/2016	Equestrian
WILLIAM (BILL) FREELOVE	3754 Blue Grouse Dr. Pocatello, ID 83201 208-251-0809(h) bcfreelove@q.com	8/2012 – 8/2015	Disabled
DAVID P. CLAIBORNE	1101 W. River Street, Suite 110 P.O. Box 7985 Boise, Idaho 83707 208-867-7062(h) 208-629-7447(w) david@sawtoothlaw.com	8/2011 – 8/2014	4-Wheel Drive
NANCY COREGE	8877 N. Torrey Ln. Hayden, ID 83835 208-661-1822(h) 208-667-0620(w) ncorege@msn.com	8/2012 – 8/2015	Water Trails

Updated 4/5/2014

FY 2015 Applications
Recreational Trails Program

App #	Type	Applicant Name	Reg	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
					Administration	$ 112,259.07				$ 112,259.07	$ 112,259.07	
					Safety & Education	$ 100,231.31	20%	$ 20,046.26	80%	$ 80,185.05	$ 192,444.12	
53	M	Caribou-Targhee National Forest	5	Stump Peak	Improve Trail/Bridges/Fence	$ 103,680.00	60%	$ 62,080.00	40%	$ 41,600.00	$ 234,044.12	80.90
51	D	City of Pocatello Parks & Recreation	5	City Creek Management Area	Beginner Loop & ATV Loop	$ 19,200.00	31%	$ 5,865.00	69%	$ 13,335.00	$ 247,379.12	80.90
16	D	Payette National Forest	2 JM	Bear Pete Trail	Trail Re-route	$ 45,238.00	55%	$ 24,911.00	45%	$ 20,327.00	$ 267,706.12	79.67
23	NM	City of Middleton	3	Middleton	Trail Construction/Signs	$ 174,059.00	42%	$ 72,863.00	58%	$ 101,196.00	$ 368,902.12	79.50
36	NM	Blaine County Recreation District	4	Galena Area	18 Trail Bridges	$ 92,000.00	50%	$ 46,000.00	50%	$ 46,000.00	$ 414,902.12	79.38
54	M	Caribou-Targhee National Forest	5	Co-op Creek	Trail/Stream Channel/Bridge	$ 38,970.00	58%	$ 22,470.00	42%	$ 16,500.00	$ 431,402.12	78.90
35	NM	Twin Falls County	4	South Hills	Snowmobile & Grooming Sled	$ 12,686.00	50%	$ 6,343.00	50%	$ 6,343.00	$ 437,745.12	78.88
50	M	Caribou-Targhee National Forest	5	Litz Basin Trail	Trail Reconstruction	$ 8,547.00	39%	$ 3,347.00	61%	$ 5,200.00	$ 442,945.12	78.80
67	M	Fremont Co. Parks & Rec	6	Countywide	Groomer Trailer	$ 13,950.00	50%	$ 6,975.00	50%	$ 6,975.00	$ 449,920.12	78.70
38	NM	City of Twin Falls	4	Pillar Falls Trail	Construct Path/Fence	$ 82,315.00	46%	$ 37,500.00	54%	$ 44,815.00	$ 494,735.12	78.38
4	NM	Idaho Panhandle National Forest	1	West Fork Mtn. Trail	Trail Reconstruction	$ 93,962.00	52%	$ 49,082.00	48%	$ 44,880.00	$ 539,615.12	78.30
2	M	Idaho Panhandle National Forest	1	Ruby Trail	Train Reconstruction	$ 51,900.00	27%	$ 13,900.00	73%	$ 38,000.00	$ 577,615.12	78.00
20	D	Boise National Forest	3	Eagles Nest/Thunder Mountain	Trail Construction/Puncheon	$ 64,720.40	22%	$ 14,520.40	78%	$ 50,200.00	$ 627,815.12	77.88
19	D	SW ID Res. Construction & Development	3	Snake River Water Trail	Signage	$ 30,909.00	54%	$ 16,740.00	46%	$ 14,169.00	$ 641,984.12	77.00
32	NM	Friends of Weiser River Trail	3	Weiser River Trail	Construction/Repair	$ 38,195.00	30%	$ 11,400.00	70%	$ 26,795.00	$ 668,779.12	75.75
44	D	Sawtooth Avalanche Center	3,4,6	Fairfield & Ketchum Ranger Dist	Avalanche Weather Stations	$ 38,400.00	53%	$ 20,200.00	47%	$ 18,200.00	$ 686,979.12	75.63
42	M	Sawtooth National Forest	3&4	Fairfield Ranger District	Signage	$ 24,000.00	42%	$ 10,000.00	58%	$ 14,000.00	$ 700,979.12	75.50
47	M	Sawtooth National Forest	4	Cassia Division Trailhead	Develop Trailhead	$ 31,752.00	25%	$ 8,096.00	75%	$ 23,656.00	$ 724,635.12	75.25
7	NM	Idaho Panhandle National Forest	1	Upper Priest River Trail	Replace Puncheon	$ 124,037.00	37%	$ 45,963.00	63%	$ 78,074.00	$ 802,709.12	75.20
49	M	Caribou-Targhee National Forest	5	Bear Lake, Caribou, Franklin	Trail Maintenance	$ 26,864.00	21%	$ 5,572.00	79%	$ 21,292.00	$ 824,001.12	74.90

FY 2015 Applications
Recreational Trails Program

App #	Type	Applicant Name	Reg	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
6	M	Idaho Panhandle National Forest	1	Danquist Trail	Trail Reconstruction	$ 56,000.00	25%	$ 14,000.00	75%	$ 4,200.00	$ 828,201.12	74.80
52	NM	City of Pocatello Parks & Recreation	5	Mink Creek Road	Nordic Trail Improvement	$ 28,830.00	35%	$ 10,130.00	65%	$ 18,700.00	$ 846,901.12	74.50
26	NM	City of Mountain Home	3	Desert Canyon Trail	Trail Development	$ 71,596.00	35%	$ 24,987.00	65%	$ 46,609.00	$ 893,510.12	73.75
31	NM	Payette Lakes Ski Club	3	Bear Basin Nordic Area	Nordic Groomer	$ 120,000.00	33%	$ 40,000.00	67%	$ 80,000.00	$ 973,510.12	73.50
37	NM	Back Country Horsemen/Boise	4	Tin Cup Horse Camp	Drainage/Hitching Rails/Corrals	$ 9,894.00	50%	$ 4,920.00	50%	$ 4,974.00	$ 978,484.12	73.13
48	NM	Pocatello Cross Country Ski Foundation	5	Pocatello	Chainsaw & Trimmer	$ 800.00	20%	$ 160.00	80%	$ 640.00	$ 979,124.12	72.90
40	D	Sawtooth National Forest	4	Beaver Creek	Trail Reconstruction	$ 183,742.00	32%	$ 59,150.00	68%	$ 124,592.00	$ 1,103,716.12	72.75
33	NM	Friends of Weiser River Trail	3	Weiser River Trail-Tamarack	Reconstruct Trail	$ 115,900.00	22%	$ 25,000.00	78%	$ 90,900.00	$ 1,194,616.12	72.63
43	M	Sawtooth National Forest	3&4	Fairfield Ranger District	Heavy Trail Maintenance	$ 67,000.00	37%	$ 25,000.00	63%	$ 42,000.00	$ 1,236,616.12	72.50
5	NM	Idaho Panhandle National Forest	1	Keno Creek Trail	Trail Reconstruction	$ 52,840.00	33%	$ 17,520.00	67%	$ 35,320.00	$ 1,271,936.12	72.30
57	D	Caribou-Targhee National Forest	5	Gibson Jack Trailhead	Trailhead Relocation	$ 162,125.00	21%	$ 34,125.00	79%	$ 128,000.00	$ 1,399,936.12	71.40
34	NM	Friends of Weiser River Trail	3	Weiser River Trail	Trail Extension	$ 60,400.00	26%	$ 16,000.00	74%	$ 44,400.00	$ 1,444,336.12	70.25
1	M	IDPR-Trails Program	0	Benewah,Twin Falls,Madison,Fr	4 OSV Groomers	$ 900,000.00	20%	$ 180,000.00	80%	$ 720,000.00	$ 2,164,336.12	70.20
58	M	Bonneville County Parks & Recreation	6	Countywide Snowmobile Trails	Tracked Skid Steer	$ 67,437.00	30%	$ 20,000.00	70%	$ 47,437.00	$ 2,211,773.12	69.50
					ESTIMATED FUNDING LINE							
13	NM	Latah County	2	Latah Trail	Repair/Extend Trail	$ 138,500.00	29%	$ 40,000.00	71%	$ 98,500.00	$ 2,310,273.12	69.40
9	NM	Hells Canyon National Recreation Area	2	Black Lake Trailhead	Trail Maintenance	$ 49,472.00	46%	$ 22,805.00	54%	$ 26,667.00	$ 2,336,940.12	69.30
17	NM	City of Kuna	3	Kuna	Greenbelt Extension	$ 90,243.00	30%	$ 27,072.00	70%	$ 63,171.00	$ 2,400,111.12	69.11
65	D	Caribou-Targhee National Forest	6	Palisades Ranger District	Signage	$ 4,000.00	37%	$ 1,500.00	63%	$ 2,500.00	$ 2,402,611.12	68.60
63	D	Caribou-Targhee National Forest	6	Palisades Ranger District	Trail Maintenance	$ 30,000.00	50%	$ 15,000.00	50%	$ 15,000.00	$ 2,417,611.12	68.40
22	NM	Boise National Forest	3	Bayhouse Trail	Trail Maintenance/Signing	$ 44,056.00	21%	$ 9,056.00	79%	$ 35,000.00	$ 2,452,611.12	68.38
3	NM	Idaho Panhandle National Forest	1	Upper St. Joe River Trail	Train Reconstruction	$ 38,801.00	30%	$ 11,801.00	70%	$ 27,000.00	$ 2,479,611.12	67.90

FY 2015 Applications
Recreational Trails Program

App #	Type	Applicant Name	Reg	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
12	NM	Latah County	2	Phillips Farm Park	Pave Parking Entrance/RR	$ 48,000.00	20%	$ 9,600.00	80%	$ 38,400.00	$ 2,518,011.12	67.80
30	NM	Valley County Pathways	3	Donnelly Trailhead	Trail Development	$ 19,940.00	25%	$ 5,000.00	75%	$ 14,940.00	$ 2,532,951.12	67.50
68	NM	Montana Conservation Corps	6	Horse Creek Trail	Trail Maintenance	$ 123,093.00	50%	$ 61,093.00	50%	$ 62,000.00	$ 2,594,951.12	67.10
28	NM	Payette National Forest	3	Limepoint Creek Trail	Trail Rehab/Maintenance/Signs	$ 34,218.00	47%	$ 15,926.00	53%	$ 18,292.00	$ 2,613,243.12	66.50
27	NM	Payette National Forest	3	Frank Church Wilderness	Trail Maintenance	$ 107,788.00	60%	$ 64,600.00	40%	$ 43,188.00	$ 2,656,431.12	66.00
62	D	Teton County	6	Victor-Driggs Pathway	Bridge Abutments/Signs/Striping	$ 15,500.00	20%	$ 3,100.00	80%	$ 12,400.00	$ 2,668,831.12	66.00
41	D	Sawtooth National Rec Area	3&4	Forestwide	Trail Maintenance	$ 66,000.00	30%	$ 20,000.00	70%	$ 46,000.00	$ 2,714,831.12	65.88
8	NM	Idaho Panhandle National Forest	1	Morris Creek Trail	Reconstruct Trail	$ 69,304.00	34%	$ 23,689.00	66%	$ 45,615.00	$ 2,760,446.12	65.60
59	NM	Salmon-Challis Ranger District	6	Everret Decora Trailhead	Trail Reconstruction	$ 220,650.00	23%	$ 50,500.00	77%	$ 170,150.00	$ 2,930,596.12	65.10
39	NM	BLM-Shoshone	4	Croy Creek Trail	Reconstruct Trail	$ 127,045.00	49%	$ 62,045.00	51%	$ 65,000.00	$ 2,995,596.12	64.63
46	D	Sawtooth National Forest	4	Skyline Trail	Trail Reconstruction/Barrier Rock	$ 16,958.00	22%	$ 3,777.00	78%	$ 13,181.00	$ 3,008,777.12	64.63
24	NM	City of Nampa	3	Indian Creek	Path Construction	$ 157,145.00	20%	$ 31,450.00	80%	$ 125,695.00	$ 3,134,472.12	64.25
55	NM	Portneuf Greenway Foundation	5	Chubbuck Road Trail	Trail Construction	$ 105,053.00	29%	$ 30,053.00	73%	$ 75,000.00	$ 3,209,472.12	62.80
25	NM	City of Nampa	3	Indian Creek	Path Repair	$ 167,257.00	20%	$ 33,450.00	80%	$ 133,807.00	$ 3,343,279.12	62.75
11	NM	Nez Perce-Clearwater National Forest	2	Black Butte Trail	Trail Restoration	$ 57,264.00	27%	$ 15,390.00	73%	$ 41,874.00	$ 3,385,153.12	62.10
61	NM	City of Rexburg	6	Rexburg	Construct Path	$ 66,840.00	35%	$ 23,300.00	65%	$ 43,540.00	$ 3,428,693.12	60.60
60	M	Caribou-Targhee National Forest	6	Teton Basin Big Hole	Trail Maintenance	$ 29,482.00	34%	$ 10,102.00	66%	$ 19,380.00	$ 3,448,073.12	59.90
15	M	Nez Perce-Clearwater National Forest	1&2	Palouse Ranger District	Trail Brushing/Repair	$ 55,000.00	20%	$ 11,200.00	80%	$ 43,800.00	$ 3,491,873.12	59.00
56	NM	Aberdeen Gem Trail Foundation	5	Powerline Road Trail	Construct Trail	$ 138,978.00	32%	$ 45,038.00	68%	$ 93,940.00	$ 3,585,813.12	58.90
21	NM	Selway-Bitterroot F. Church Foundation	3	Centennial Trail	ID Centennial Trail Repair	$ 55,099.00	36%	$ 19,940.00	64%	$ 35,159.00	$ 3,620,972.12	58.75
64	NM	Caribou-Targhee National Forest	6	Lake Canyon Trail	Reroute/Relocate Trail	$ 18,000.00	33%	$ 6,000.00	67%	$ 12,000.00	$ 3,632,972.12	57.80
45	NM	City of Heyburn	4	Heyburn Trails	UTV/Storage Building	$ 35,810.00	41%	$ 14,518.00	59%	$ 21,292.00	$ 3,654,264.12	56.00

FY 2015 Applications
Recreational Trails Program

App #	Type	Applicant Name	Reg	Location	Project	Total Project Cost	Match %	Match $	Grant %	Grant $ Request	Ongoing Grant $ Total	Rating
66	NM	City of Idaho Falls	6	Snake River Greenbelt	Signage	$ 54,500.00	30%	$ 16,200.00	70%	$ 38,300.00	$ 3,692,564.12	**55.30**
29	M	W. Central Highlands RC&D	3	Clay Peak	2 Double Vault Toilets	$ 69,376.00	29%	$ 20,076.00	71%	$ 49,300.00	$ 3,741,864.12	**53.38**
18	NM	City of Boise Parks & Recreation	3	Camelsback Park	Trail Steps/Retaining Wall	$ 83,000.00	35%	$ 29,000.00	65%	$ 54,000.00	$ 3,795,864.12	**47.88**
14	NM	City of Moscow	2	Lola Clyde Park	Parking Lot	$ 446,851.00	35%	$ 157,958.00	65%	$ 288,893.00	$ 4,084,757.12	**42.70**
						$ 5,795,171.40		$ 1,865,058.40		$ 3,892,313.00		
VITHDRAWN												
	NM	Hells Canyon National Recreation Area	2	Sheep Creek & Kirkwood Bridge	NEPA Analysis	$ 25,000.00	20%	$ 5,000.00	80%	$ 20,000.00		
	NM	City of Nampa	3	Wilson Creek	Path Construction/Bridge	$ 332,529.00	20%	$ 64,506.00	80%	$ 258,023.00		
NELIGIBLE												
	NM	Boise National Forest	3	Boise/Elmore Counties	MV Education & Signage	$ 17,587.00	26%	$ 4,587.00	74%	$ 13,000.00	Exceeds education %	
unded in ORMV												
10	D	Nez Perce-Clearwater National Forest	2	Yakima Mine Trail	Trail Restoration	$ 32,845.00	34%	$ 11,020.00	66%	$ 21,825.00	$ 850,026.12	**74.80**

☐ IDAPA RULE ☐ IDAPA FEE ☑ BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20 - 21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: ALLOCATION OF ROAD AND BRIDGE FUNDS

ACTION REQUIRED: MAKE MOTION ON DESIRED OPTION

PRESENTER: ANNA CANNING

PRESENTATION

BACKGROUND INFORMATION:

EXISTING STATUTES. The primary statute affecting road and bridge funds is §63-2412 Idaho Code. You may notice that §63-2412 has a number of cross references. I can provide the full list if you like; instead I provided only those that are pertinent to this discussion with highlights. (Please note blue text indicates passages of general interest while red text notes passages of specific interest.) Idaho Code §63-2412 distributes the gasoline tax as follows:

1. Necessary funds for program administration, refunds, railroad grade crossings, bridge inspection, and the highway distribution are taken off the top.
2. The remaining funds are distributed to the Park and Recreation Capital Improvement account in three different ways:
    a. 33% of 1.28% (the remaining 66% going to waterways);
    b. 33% of 1.28% (the remaining 66% going to off-road motor vehicles); and
    c. .44% to be used solely to develop, construct, maintain and repair roads, bridges and parking areas within and leading to parks and recreation areas of the state.

57-1801. CREATION OF PARK AND RECREATION CAPITAL IMPROVEMENT ACCOUNT -- PURPOSE.

There is hereby created and established in the state treasury an account to be known as the "park and recreation capital improvement account" to which shall be credited or deposited all moneys accruing for the purposes of the account. The purposes for which moneys in the account may be used shall be to acquire, purchase, maintain, improve, repair, furnish, and equip parks and recreation facilities and sites in the state of Idaho. The park and recreation board is charged with the administration of the account for the purposes specified herein. The provisions of section 67-4228,

Idaho Code, are made applicable for the provisions of this section. All claims against the account shall be examined, audited and allowed in the same manner now or hereafter provided by law for claims against the state.

63-2412. DISTRIBUTION OF TAX REVENUES FROM TAX ON GASOLINE AND AIRCRAFT ENGINE FUEL.

(1) The revenues received from the taxes imposed by sections 63-2402 and 63-2421, Idaho Code, upon the receipt or use of gasoline, and any penalties, interest, or deficiency additions, shall be distributed periodically as follows:

(a) An amount of money equal to the actual cost of collecting, administering and enforcing the gasoline tax requirements by the commission, as determined by it shall be retained by the commission. The amount retained by the commission shall not exceed the amount authorized to be expended by appropriation by the legislature. Any unencumbered balance in excess of the actual cost of collecting, administering and enforcing the gasoline tax requirements by the commission at the end of each fiscal year shall be distributed as listed in paragraph (f) of this subsection.

(b) An amount of money shall be distributed to the state refund account sufficient to pay current refund claims. All refunds authorized by the commission to be paid shall be paid from the state refund account and those moneys are hereby continuously appropriated for that purpose.

(c) As soon as possible after the beginning of each fiscal year, the sum of two hundred fifty thousand dollars ($250,000) shall be distributed to the railroad grade crossing protection account in the dedicated fund, to pay the amounts from the account pursuant to the provisions of section 62-304C, Idaho Code.

(d) As soon as possible after the beginning of each fiscal year, the sum of one hundred thousand dollars ($100,000) shall be distributed to the local bridge inspection account in the dedicated fund, to pay the amounts from the account pursuant to the provisions of section 40-703, Idaho Code.

(e) An amount of money equal to seven percent (7%) shall be distributed to the state highway account established in section 40-702, Idaho Code.

(f) From the balance remaining with the commission after distributing the amounts in paragraphs (a) through (e) of subsection (1) of this section:

> *1. One and twenty-eight hundredths percent (1.28%) shall be distributed as follows: sixty-six percent (66%) of the one and twenty-eight hundredths percent (1.28%) shall be distributed to the waterways improvement account, as created in chapter 15, title 57, Idaho Code. Up to twenty percent (20%) of the moneys distributed to the waterways improvement account under the provisions of this paragraph may be used by the department of parks and recreation to defray administrative costs. Any moneys unused at the end of the fiscal year by the department of parks and recreation shall be returned to the state treasurer for deposit in the waterways improvement account. Thirty-three percent (33%) of the one and twenty-eight hundredths percent (1.28%) shall be distributed into the park and recreation capital*

improvement account as created in section 57-1801, Idaho Code. One percent (1%) of the one and twenty-eight hundredths percent (1.28%) shall be distributed to the search and rescue fund created in section 67-2913, Idaho Code;

2. One and twenty-eight hundredths percent (1.28%) shall be distributed as follows: sixty-six percent (66%) of the one and twenty-eight hundredths percent (1.28%) shall be distributed to the off-road motor vehicle account, as created in section 57-1901, Idaho Code. Up to twenty percent (20%) of the moneys distributed to the off-road motor vehicle account by this subparagraph may be used by the department of parks and recreation to defray administrative costs. Any moneys unused at the end of the fiscal year by the department of parks and recreation shall be returned to the state treasurer for deposit in the off-road motor vehicle account. Thirty-three percent (33%) of the one and twenty-eight hundredths percent (1.28%) shall be distributed into the park and recreation capital improvement account as created in section 57-1801, Idaho Code. One percent (1%) of the one and twenty-eight hundredths percent (1.28%) shall be distributed to the search and rescue fund created in section 67-2913, Idaho Code; and

3. Forty-four hundredths percent (.44%) shall be distributed to the park and recreation capital improvement account as created in section 57-1801, Idaho Code, to be used solely to develop, construct, maintain and repair roads, bridges and parking areas within and leading to parks and recreation areas of the state.

4. The balance remaining shall be distributed to the highway distribution account created in section 40-701, Idaho Code.

(2) The revenues received from the taxes imposed by section 63-2408, Idaho Code, and any penalties, interest, and deficiency amounts, shall be distributed as follows:

(a) An amount of money shall be distributed to the state refund account sufficient to pay current refund claims. All refunds authorized by the commission to be paid shall be paid from the state refund account, and those moneys are hereby continuously appropriated.

(b) The balance remaining of all the taxes collected shall be distributed to the state aeronautics account, as provided in section 21-211, Idaho Code.

EXISTING RULES. There are a number of references to the road and bridge fund in IDAPA. These rules designate the road and bridge allocation as a grant process.

26.02.31.001 TITLE AND SCOPE

***02 Scope**. This chapter establishes procedures for grants administration of the Off-Road Motor Vehicle Account, the Recreational Vehicle Account, the Waterways Improvement Fund, the State Trust for Outdoor Recreation Enhancement, the Recreational Trails Program, the Motorbike Recreation Account, the Cutthroat License Plate Fund, and the Recreational Road and Bridge Fund. This chapter includes requirements for project application, eligibility, review, award and management.*

26.02.31.010 DEFINITIONS.

17. Recreational Road and Bridge Fund (RRBF)*. That portion of the park and recreation capital improvement account designated for grants to improve roads, bridges, and parking lots in or leading to park and recreation areas of the state.*

26.02.31.175. PROJECT TIME PERIOD.

01. Grant Cycle*. Applications for ORMV Fund, RV Account, WIF, Motorbike Recreation Account (MRB), Cutthroat License Plate Fund, (CLP), Recreational Road and Bridge Fund (RRBF), or STORE shall be considered at least once each state fiscal year (July 1 through June 30) dependent upon adequate funding availability. Applications for RTP projects shall be considered at least once each federal fiscal year (October 1 through September 30) dependent upon adequate funding availability.*

EXISTING BOARD POLICY. Existing Board policies only make one reference to Road and Bridge and Capital Improvement:

ADMINISTRATION CHARGE FOR ROAD AND BRIDGE AND CAPITAL IMPROVEMENT. The Department shall budget and expend a maximum fee of 20% for both Capital Improvement and Road and Bridge funds for administrative purposes. Should the related administrative costs of the Department amount to less than the moneys apportioned for such purposes, the difference shall be returned to each Recreation Fuels Account equitably.

The Board will want to specifically note that the Board Policies DO NOT specify and advisory committee for the Road and Bridge Capital Improvement account. In fact, the policies do not currently even reference the committee as an "other" committee:

STATUTORILY CREATED ADVISORY COMMITTEES – The Board is statutorily required to appoint the following advisory committees:

A. Recreational Vehicle Advisory Committee

B. Off-Road Motor Vehicle Advisory Committee

C. Motorbike Recreation Account Advisory Committee

D. Waterways Improvement Fund Advisory Committee

E. Other Committees – The Board appoints the following other committee(s), not created by statute:

A. Recreational Trails Program Advisory Committee

STAFF RECOMMENDATION:

Staff does not have a specific recommendation at this time. As Board member McDevitt detailed in your November 2013 meeting, initially Parks and Recreation kept the road and bridge funds to be used as allowed by statute to develop, construct, maintain and/or repair roads, bridges and/or parking areas that are within or leading to parks and recreation areas. It was not until later years that the Board decided to give a portion of the road and bridge funds to other communities. It is neither

required by statute nor by Board policy. As noted previously it is not an official grant program. It is in IDAPA.

The options available to the Board at this time are:

1. Make a motion to continue the current process.

2. Make a motion to continue the current process and then give staff specific instructions on additional information the Board would like so they might change their oversight of the road and bridge allocation.

3. Make a motion for staff to prepare the necessary IDAPA amendments to discontinue the road and bridge allocation as a grant process and distribute the funds through the capital improvement budget as identified in state statute.

4. Make a motion to create a road and bridge grant advisory committee. **Staff will need additional information included in the motion to implement this action (select one):**

    A. The previous recommendation from staff (at your November 2013 meeting) was for the Board to identify three ORMV committee members and three WIF committee members to form a six member advisory committee. (We also asked that you identify two alternates for staff to contact in the event your first choices decline to serve on the new committee.

    B. An alternative to option A above would be to direct staff to ask the existing ORMV and WIF committee members if they want to serve on in the new committee and bring those names forward to the Board for consideration.

    C. Develop committee criteria based on one or more of the following:

        I. District representation.

        II. User interest representation.

        III. Other?

    Staff will then prepare any necessary IDAPA and/or Board Policy changes.

☐ IDAPA RULE ☐ IDAPA FEE ☐ BOARD ACTION REQUIRED
☑ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA
Idaho Park and Recreation Board Meeting
May 20 - 21, 2014
Jack O'Connor Building
Lewiston ID

AGENDA ITEM: Board Policy on Advisory Committee

ACTION REQUIRED: Discussion and motion to approve changes to the Board Policy regarding Advisory Committee if so desired.

PRESENTER: Anna Canning

PRESENTATION

BACKGROUND INFORMATION: The Board requested possible revisions to the Advisory Committee selection process. Based on the comments we received, Staff prepared the accompanying changes for the Board to consider.

STAFF RECOMMENDATIONS:

SFA. 1:95, 02, 07, 08 ADVISORY COMMITTEE –

I. Purpose – The purpose of this policy is to establish a consistent process for filling vacancies in Idaho Department of Parks and Recreation (IDPR) recreational program advisory committees. The IDPR Board is required to appoint members to five (5) such advisory committees including the Recreational Vehicle, Waterways Improvement, Off-Road Motor Vehicle, Motorbike, and Recreational Trails Program committees. It is the responsibility of t~~T~~he IDPR Board ~~and staff are authorized~~ to ~~and do~~ appoint ad hoc advisory committees and task forces.

II. Statutorily Created Advisory Committees – The Board is statutorily required to appoint the following advisory committees:

A. **Recreational Vehicle Advisory Committee** – This six (6) member committee is comprised of one (1) individual representing recreational vehicle users from each of the six (6) planning districts. Terms of appointment are for three (3) years (§67-4223(d), Idaho Code).

B. **Off-Road Motor Vehicle Advisory Committee** – This nine (9) member committee is comprised of three (3) members from planning districts 1 and 2, three (3) members from planning districts 3 and 4, and three (3) members from planning districts 5 and 6. One (1) member from each area represents snowmobilers, one (1) member represents either ATV or motorbike interests, and one (1) member represents users not otherwise represented. Committee members serve three (3) year staggered terms (§ 67-7128, Idaho Code).

C. **Motorbike Recreation Account Advisory Committee** – This committee is comprised of the three (3) members of the off-road motor vehicle advisory committee who represent either ATV or motorbike users (§ 67-7128(d), Idaho Code).

D. **Waterways Improvement Fund Advisory Committee** – This six (6) member committee is comprised of one (1) recreational boater from each of the six (6) planning districts. Terms of appointment are three (3) years, with initial appointments of staggered lengths so that the terms of two (2) members expire annually (§57-1503, Idaho Code).

III. Other Committees – The Board appoints the following other committee(s), not created by statute:

A. **Recreational Trails Program Advisory Committee –** Each of the ten (10) member committee is comprised of members representing one of the following activities statewide:

1. All-terrain Vehicle
2. Bicycling
3. Cross-Country Skiing
4. Equine
5. Four-Wheel Drive
6. Off-Highway Motorcycle
7. People with Disabilities
8. Snowmobile
9. Water Trails
10. Hiking.

The committee shall be comprised of at least one (1) individual, and not more than two (2) individuals from each of the six (6) Board districts. Terms of the appointment shall be three (3) year staggered terms. (23 U.S.C. 206 (c) (2))

IV. Term of Appointment – It shall be the policy of the Idaho Park and Recreation Board that no advisory committee member may serve more than two (2) consecutive terms and the change is to be for alternating years. The committee composition is to reflect the variety embodied in the user group population.

~~I~~V. Procedure

A. ***Notice*** – Not less than three (3) months prior to the expiration of an advisory committee member term, the State and Federal Grant manager shall prepare a notice of the upcoming vacancy. The notice should include a brief description of the qualifications and requirements of the position and include an application deadline. Notice shall be widely distributed in the district or geographical area from which the committee member must be chosen. Distribution may include news releases to local media outlets as well as mailings to identified constituent groups and individuals who have expressed an interest. Interested persons should be asked to contact the State and Federal Grant manager for an application.

B. **Application** – The application form shall be designed to elicit sufficient information to ensure that applicants meet the following minimum qualifications:

1. **Recreational Vehicle Advisory Committee –** Each of the six (6) members shall:

a. reside in the district represent.

b. own and use a recreational vehicle which requires a recreational vehicle annual license.

c. be willing to enter into a Memorandum of Agreement to serve for the term of the appointment.

d. be compensated as stated in §59-509(f) Idaho Code and authorized by the Department.

2. **Off-Road Motor Vehicle Advisory Committee/Motorbike Recreation Account Advisory Committee** – Each of the nine (9) members~~, six (6) members representing motorized recreation and three (3) members representing interests other than trail bike, ATV or snowmobile~~ shall:

a. reside in one of the two districts they represent.

b. be an active participant in the activity represented.

c. own and use a properly registered off-highway motor vehicle for the type of activity represented (as appropriate).

d. be willing and able to travel to attend meetings and field trips.

e. be willing to enter into a Memorandum of Agreement to serve for the term of the appointment.