□ IDAPA RULE□ BOARD ACTION REQUIRED□ BOARD POLICY□ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: New State Park Name

ACTION REQUIRED: Name the New State Park

PRESENTER: Susan E. Buxton, Director

BACKGROUND INFORMATION:

On October 1, 2025, IDPR took fee simple title of 677 acres of real property in Lemhi County, Idaho. IDPR Policy 8030 (Naming Conventions) gives the Board "approval authority over new state park names."

Under the naming convention guidelines in policy, "State parks and units, in most cases, may bear the name to which they have been historically known due to location, topography, natural resources, cultural values, or others as determined by the Board."

IDPR staff have narrowed down the following options for the Boards consideration:

- Twin Peaks State Park
- Twin Peaks Ranch State Park
- Bighorn State Park

STAFF RECOMMENDATIONS:

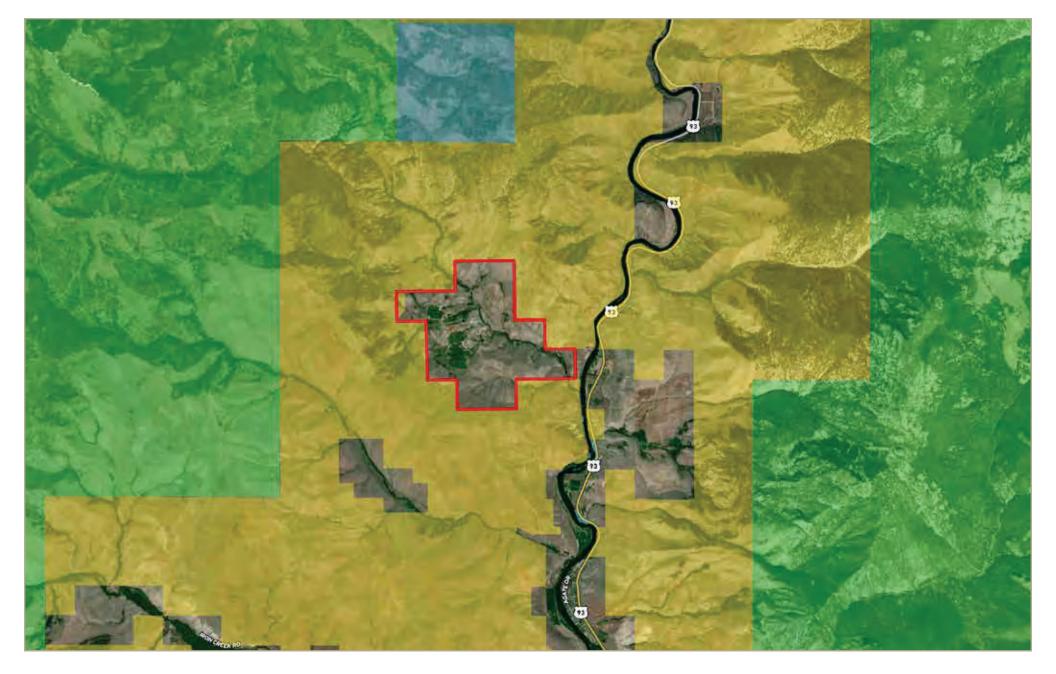
Staff recommends the Board consider Twin Peaks State Park as the name for Idaho's newest State Park.



Twin Peaks Guest Ranch - Location Map

•• Maps are for visual aid only accuracy is not guaranteed.





Twin Peaks Guest Ranch - Public Lands Map

•• Maps are for visual aid only accuracy is not guaranteed.

Property Border







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

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: In Lieu Fee Agreement

Lemhi County

ACTION REQUIRED: None

PRESENTER: Adam R. Zaragoza, Management Services Administrator

BACKGROUND INFORMATION:

On October 1, 2025, IDPR took fee simple title of real property in Lemhi County, Idaho. Upon acceptance to title, the IDPR Board previously authorized the Director to negotiate and sign and In Lieu Fee Agreement with the County. IDPR staff has been working with the County Commissioners and Assessor to draft and finalize the agreement. Since the Board previously authorized the Director to sign the agreement, no action is required. Staff is able to answer any questions.

STAFF RECOMMENDATIONS:

None. Information Only.

Attachments:

In Lieu Fee Agreement w/Lemhi County

IN LIEU FEE AGREEMENT

This In Lieu Fee Agreement ("Agreement") is entered into by and between the Idaho Department of Parks and Recreation, whose mailing address is P.O. Box 83720, Boise, ID 83720-0065 ("IDPR"); and the Lemhi County Board of Commissioners, whose mailing address is 206 Courthouse Drive, Salmon, ID 83467 ("County Commissioners") (collectively the "Parties").

RECITALS

WHEREAS, IDPR has taken Fee Simple ownership of real property in Lemhi County identifiable by Lemhi County Tax Assessor as Parcel Nos. RP19N21E280001 and RP19N21E330001 (collectively "the Property").

WHEREAS, as an executive agency of the State of Idaho, IDPR is exempt from paying property taxes under Idaho Code §§ 63-602 and 63-602A, with such exemption not requiring application or approval by the County Commissioners.

WHEREAS, under Idaho Code § 67-4243, IDPR must consult with the County Commissioners to determine the impact of the acquisition, and IDPR is to consider an in-lieu fee to the county as if the lands had continued to be subject to assessment of property tax; and

WHEREAS, although IDPR is not obligated to pay an in-lieu fee to the county it recognizes the impact of its acquisition on the property tax base of the county; has discussed the same with the County Commissioners; and, with adequate appropriation, intends on remitting an in-lieu fee.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties herein contained, the Parties agree as follows:

A. Within sixty (60) days of closing on its purchase of the Property, IDPR will remit to Lemhi County a one-time payment of \$105,838.50 as the in-lieu fee to lessen the impact on the county's tax base.

B. the Property.	The County Commissioners a	accept IDPR's in-lieu fee	of \$105,838.50 for
C.	No Additional in lieu fee will	be required from IDPR.	
	ITNESS WHEREOF, the P year last written below.	arties have executed th	is In Lieu Fee Agreement
LEMHI CO	UNTY BOARD OF COMM	IISSIONERS	
RICK CARLS	SON (District #1)	Date	
KIM CAYWO	OOD (District #2)	Date	
LYNN BOW	ERMAN (District #3)	Date	
IDAHO DEF	PARTMENT OF PARKS A	ND RECREATION	
SUSAN E. B	UXTON, DIRECTOR	Date	

□ IDAPA RULE□ BOARD ACTION REQUIRED□ BOARD POLICY□ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: Chatcolet Marina Development and Management Agreement

Between Idaho Department of Parks and Recreation and the Coeur

d'Alene Tribe

ACTION REQUIRED: Board Action Required

PRESENTER: David White, North Region Manager

Susan Buxton, Director

Joy Vega, Deputy Attorney General

PRESENTATION

BACKGROUND INFORMATION:

As indicated in the attached Chatcolet Marina Development and Management Agreement Between Idaho Department of Parks and Recreation and the Coeur d'Alene Tribe (AGREEMENT), the Department and the Coeur d'Alene Tribe became owners of what is known as the Trail of the Coeur d'Alene's (TOC). Each entity owns sections of the trail outright with that section traversing Heyburn State Park jointly owned by both.

In addition to serving as remediation for the contaminated soil along the railroad right-of-way (ROW), the TOC was to be managed seamlessly as a recreation opportunity and experience. To accomplish this, the two entities developed the various agreements identified in Recital G of the AGREEMENT. As a part of this, the Heyburn Trail/ROW Long-Term Management Plan provided the Tribe the ability to develop six (6) moorage slips accessible through the ROW.

In 2020, the Tribe contacted local Staff and indicated the Tribe would like to take advantage of the ability to develop moorage on Chatcolet Lake. As discussions followed, the two entities determined that to facilitate additional moorage, the current marina needed to be reconfigured and actually replaced. The Tribe also indicated they would like to have more than the six previously approved moorage spaces. Hence, the Tribe paid for a conceptual design to satisfy these needs based upon a previous design the Department developed to enhance the marina and incorporate the float homes.

Upon receipt of the conceptual plan, the entities obtained estimated costs, and both discussed jointly paying for the development and seeking the funds to do so. Upon the Department receiving the ARPA funds, the Department decided that would pursue replacing both Heyburn marinas and work with the Tribe to facilitate their moorage needs. The Department contracted out the design and development of the Chatcolet Marina incorporating 28 boat slips for Tribal use and management. At that point in time, negotiations started with the Tribe on developing a strategy to meet both entities' needs and how to fund the project.

Both entities agreed we needed to enter into an AGREEMENT to memorialize the process and to ensure both entities needs were met and to ensure the marina would be developed properly providing for long term maintenance and improvements. The AGREEMENT addresses the following:

- The recognition of each entity's rights, authority, and responsibilities.
- The overall purpose and respective management of the TOC.
- To protect and preserve any historical and cultural resources within the site.
- The desire and mutual interest of both parties to develop a marina serving both entities' interests and needs.
- To fund each entity's respective portions of the marina.
- To ensure long-term funding for the future maintenance and operation of the marina.
- To allow both entities to generate revenue from Marina use.
- To identify short-term and long-term management and operations responsibilities and identify how the two entities will work to that end.

In working together, the two entities developed and have agreed to the attached AGREEMENT for your review and consideration.

STAFF RECOMMENDATIONS:

Staff recommends the Board approve the Chatcolet Marina Development and Management Agreement Between Idaho Department of Parks and Recreation and the Coeur d'Alene Tribe as presented and give the Director approval to enter into the AGREEMENT.

CHATCOLET MARINA DEVELOPMENT AND MANAGEMENT AGREEMENT BETWEEN

IDAHO DEPARTMENT OF PARKS AND RECREATION AND

THE COEUR D'ALENE TRIBE

This CHATCOLET MARINA DEVELOPMENT AND MANAGEMENT AGREEMENT ("Agreement") is entered into on the date of the last authorized signature, below, by and between the State of Idaho, by and through the Idaho Department of Parks and Recreation, whose address is 5657 Warm Springs Ave, Boise, Idaho 83716 ("IDPR"); and the Coeur d'Alene Tribe, by and through its Natural Resources Department, whose address is 850 A St., PO Box 408, Plummer, Idaho 83851 (the "Tribe"). The Tribe and IDPR are collectively referred to in this Agreement as the "Parties" and individually as a "Party." The words "including" and "includes" mean "including, but not limited to."

RECITALS

- A. WHEREAS, the Tribe is a federally recognized Indian tribe with its own government, unique culture and history, and enters this Agreement pursuant to its inherent tribal sovereignty and Article VII, Section 1 of the Constitution and Bylaws of the Coeur d'Alene Tribe; and
- B. WHEREAS, IDPR is authorized under Idaho Code §67-4223 to enter into contracts and make expenditures for the improvement and maintenance of Idaho state park lands, and specifically for Heyburn State Park ("Park") pursuant to Idaho Code §§ 67-4202 through 67-4206, and is authorized under § 67-4219 to enter into agreements with the Tribe to further public park and recreation opportunities; and
- C. WHEREAS, ownership of the submerged lands within the Park, including the lands between Round, Benewah, and Chatcolet Lakes resulting from natural fluctuations of Coeur d'Alene Lake and inundation of water from the operations of Post Falls Dam has not been adjudicated; and by entering into this Agreement, neither Party is or intends to waive, relinquish, or surrender any legal rights or positions it may seek to assert in any future proceeding; and
- D. WHEREAS, the Tribe, the United States, and the State of Idaho asserted claims against the Union Pacific Railroad Company ("Union Pacific") under Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, and Section 311 of the Clean Water Act ("CWA"), 33 U.S.C. § 1321. The Complaint sought injunctive relief requiring Union Pacific to implement the non-time-critical removal action selected by the Environmental Protection Agency ("EPA"), the Tribe, and the State of Idaho for

most of Union Pacific's 71.5-mile-long railroad right-of-way between Mullan and Plummer, Idaho; and

- E. WHEREAS, in 1999, the United States, the Tribe, the State of Idaho, and Union Pacific negotiated the provisions of the CONSENT DECREE entered August 25, 2000 by the U.S. District Court for the District of Idaho, which among other acts, converted the Wallace-Mullan branch railroad right-of-way, between Mullan and Plummer, Idaho for interim use as a recreational trail now known as the Trail of the Coeur d'Alenes ("Trail"); and
- F. WHEREAS, the 73-mile-long Trail is the asphalt trail surface and associated facilities and amenities, and the 71.5-mile-long "ROW" is the width and length of the shoulder area and all appurtenances formerly owned by Union Pacific, including sidings, bridges, and structures thereon or connected thereto which are not Trail features (collectively "Trail/ROW"); and
- G. WHEREAS, the Parties subsequently entered into specific contracts regarding the Trail/ROW, including the: (1) Response Action Maintenance Plan ("RAMP"); (2) Agreement Between the State of Idaho, Department of Parks and Recreation and Coeur d'Alene Tribe, Lake Management Department Regarding Transfer, Ownership and Management of the Union Pacific Wallace-Mullan Branch Right-Of-Way as the Trail of the Coeur d'Alenes ("State-Tribe Agreement"); (3) Trail of the Coeur d'Alenes, General Management Principles and Operating Guidelines ("GMPOG"); (4) Heyburn Park Trail/ROW Long-Term Management Plan ("Park Long-Term Plan"); and (5) Heyburn Park Trail/ROW Operations Plan ("Park Operations Plan") (collectively "O&M Plans"); and
- H. WHEREAS, under the provisions of the CONSENT DECREE and the O&M Plans the Parties jointly own and manage the portion of the Trail/ROW through the Park, which is about 3.5 miles long and generally 150 feet wide, with one portion including a 300-foot-wide siding extending 200 feet upland and 100 feet waterward of the centerline; and
- I. WHEREAS, IDPR owns the aging Chatcolet Marina, an existing navigational encroachment that is in need of removal and replacement due to public health and safety concerns, and manages it as a component of the Park; the access to and from the Chatcolet Marina occurs over and across the Trail/ROW; and
- J. WHEREAS, the Parties agree it is in their mutual interests to collaborate on the design, construction, financing, and ongoing management and maintenance responsibilities of a new Chatcolet Marina and associated systems and fixtures (collectively "Marina"); the Tribe's dock (defined in § 2.a.i of this Agreement); and the parking lot, the boat ramp, the Marina gangway, the concession store, and fuel and utility lines (collectively "other Trail/ROW facilities"); and any necessary

infrastructure developed or installed, now and in the future, for any of the other Trail/ROW facilities under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions of this Agreement, not including the foregoing Recitals that are not intended to be contractual in nature and are merely recitals, the Parties agree to develop, finance, and manage the new Marina, the Tribe's dock, and the Trail/ROW through the Park pursuant to the following terms and conditions.

1. **Duration.** This Agreement will be for a continuous duration from the date of the last signature of the Parties.

2. Development Scope of Work and Deliverables.

- a. <u>Marina.</u> IDPR will provide for the engineering, permitting, and hiring contractors for design and construction of an integrated marina, including the Tribe's dock and the other Trail/ROW facilities.
 - i. The Marina's design provides for twenty-eight (28) boat slips on a separate dock for the Tribe's use, operation, and maintenance ("Tribe's dock").
 - ii. The Marina's design provides for one-hundred thirty-four (134) boat slips for IDPR's use, operation, and maintenance.
 - iii. The Marina's space for boat slips will not be expanded beyond the scope contained in this Agreement.
 - iv. During the construction phase all contractors will implement, install, maintain, monitor, and adaptively manage best management practices required by the Idaho Department of Environmental Quality. All engineering and construction plans must be signed and stamped by an engineer licensed in the state of Idaho.
 - v. The Marina's construction must withstand normally anticipated weather conditions in the area. All docks, piers, or floats must be designed to be secured to pilings or anchors to prevent displacement by ice, wind, or waves.
 - vi. All materials must be of the kind that will not become waterlogged, are resistant to damage by animals, and will not sink or contaminate the water if punctured. Treated lumber will not be used on, in, or over the water.
 - vii. A minimum of one slip and adjacent approaches must be designed and constructed within the Marina and within the Tribe's dock to

- meet requirements of the Americans with Disabilities Act ("ADA"), including the Architectural Barriers Act of 1968 ("ABA").
- b. <u>Parking Lot.</u> IDPR will provide for the engineering, permitting, and construction of an improved parking lot, including all storm water management systems.
 - i. The parking lot will have no more than one and one-half (1.5) parking spaces per slip, including necessary boat trailer parking.
 - ii. The parking lot will have at least the minimum number of accessible parking spaces required by the ADA and ABA.
 - iii. The parking lot will not be expanded within the Trail/ROW through the Park beyond the scope contained in this Agreement.
- c. <u>Boat Ramp.</u> IDPR will provide for the engineering, permitting, and construction related to extending the existing boat ramp and launch docks.
- d. <u>Concession Store</u>. IDPR will provide for the engineering, permitting, and construction of a concession store located within Trail/ROW through the Park.
- e. <u>Fuel and Utility Lines</u>. IDPR will provide for the engineering, permitting, and construction of fuel lines, sanitary sewer lines, other utility lines, and necessary infrastructure to service the Marina and the Tribe's dock.
 - i. As provided under applicable law or as determined under applicable contracts, IDPR will be responsible for any liabilities arising from construction and maintenance of such fuel lines and utility lines, including liabilities arising from disturbance of any barrier or control measure within the Trail/ROW through the Park.
- f. <u>Substantial Completion</u>. In this Agreement, the phrase "substantial completion" means that point at which the Marina and the Tribe's dock are sufficiently complete in compliance with the construction agreement, such that IDPR and the Tribe can enjoy beneficial use or occupancy and can use and operate the Marina and the Tribe's dock in all respects for their intended purposes. IDPR shall certify substantial completion of the Marina and the Tribe's dock only after the Parties, together, participate in final completion inspections, prepare a punch list of remaining items to be completed, and agree that substantial completion has been achieved.
- g. <u>Public Outreach</u>. The Parties will promote positive messaging for use of parking passes within the Park by all members of the public consistent with the *Park Long-Term Plan* and the *Park Operations Plan*, including Tribal

- Member's use of the Annual Park Pass administered by the Tribe's Lake Management Department.
- h. <u>Cultural Resources.</u> Excavation into natural, non-fill, or previously undisturbed materials may contain important cultural resources or human remains.
 - i. During excavation activities, including related to construction of the new boat launch or digging along the shoreline for any reason, the Tribe may provide oversight by a cultural resource monitor approved by the Tribe, and at the Tribe's sole cost.
 - ii. The Tribe and IDPR will agree on the Inadvertent Discovery Protocol ("IDP") that all contractors must abide by. The IDP will be distributed to all contractors and posted at the construction site.
 - iii. The Tribal Historic Preservation Officer and the Tribe's monitor will be informed of the schedule of expected excavation and digging activities and may enter the construction site during such times, and as otherwise discussed between the Parties, to monitor and inspect the excavation and to ensure compliance with the IDP and applicable laws.

3. Financial Obligations; Creation of Chatcolet Marina Maintenance Trust.

- a. The Tribe will timely:
 - i. Pay all costs for labor, materials, and construction, as designed, of the Tribe's dock and the dock's ancillary features, including floatation and anchoring systems; decking and cleats; gates, railing, lighting, security gates and other security devices; sixteen (16) utility pedestals and associated wiring, metering, and circuit protection; potable water lines and spigots; fire suppression lines and system components; slip covers and frames; signage; safety devices including ladder(s), fire extinguishers, life ring cabinets, and life ring buoys; etc., as may be modified through appropriate documentation under the construction agreement.
 - 1. This payment will be made to the contractor, Verdis, pursuant to a written third-party payment agreement no later than the date IDPR certifies substantial completion, as defined in § 2.f of this Agreement.

- 2. Upon confirmation or receipt by Verdis, IDPR will provide the Tribe with written acknowledgement of its satisfaction of this obligation under this Agreement.
- ii. Remit to IDPR on an annual basis for deposit in the Chatcolet Marina Maintenance Trust ("CMMT") (defined in § 3.c of this Agreement), one-third (1/3) of the Tribal Moorage Crossing Charges collected pursuant to § 5.b.i. of this Agreement.
- iii. Remit to IDPR the invoiced proportionate share of utility and water costs associated with the utility pedestals servicing the Tribe's dock.

b. IDPR will timely:

- i. Pay for the design and planning of the Marina, the Tribe's dock, the other Trail/ROW facilities under this Agreement, and the recreational rental storage and the RV management site (the two of which are collectively "associated upland Park improvements").
- ii. Pay all costs for the development and construction of the Marina project, other than the Tribe's dock, including:
 - 1. demolition, removal, and disposal of the existing Marina;
 - 2. development and construction of the parking lot located within the Trail/ROW through the Park;
 - 3. development and construction of the boat ramp extension and launch docks located within the Trail/ROW through the Park;
 - 4. development and construction of the concession store located within the Trail/ROW through the Park;
 - 5. development and construction of fuel lines and related infrastructure to service the Marina;
 - 6. development and construction of utility lines and related infrastructure to service the Marina and the Tribe's dock; and
 - 7. development and construction of the associated upland Park improvements.
- iii. Remit on an annual basis for deposit into the CMMT, one-third (1/3) of the Marina Moorage Crossing Charges collected pursuant to § 5.b.i. of this Agreement.
- iv. Remit to the Tribe by November 1 each year of this Agreement, Crossing Charges collected from annual and overnight short-term

moorage rentals, public reservations of the Keeper's Cabin, fuel sales, and pumpout station use (defined in § 5.b of this Agreement). Remittance of Crossing Charges collected from annual moorage rentals is subject of the provisions of § 5.b.i.1.B of this Agreement.

- c. IDPR will take all actions necessary to create a custodial account within its existing Park Land Trust Fund (49603), which will be an interest-bearing custodial account set aside solely for the purposes of this Agreement. The CMMT will be funded by the above-stated annual payments from the Parties of Tribe Moorage Crossing Charges and Marina Moorage Crossing Charges; accrued interest; dedicated gifts or donations; cost recoveries whether by insurance claim, judgment, restitution, or settlement resulting from injury or damage to the Marina, the Tribe's dock, or other Trail/ROW facilities under this Agreement; and other applicable money.
 - i. The Decision Makers will jointly agree upon and approve maintenance and repair projects at the Marina, the Tribe's dock, or other Trail/ROW facilities under this Agreement. Moneys accruing to or deposited into the CMMT will be expended by IDPR after recommendation by the Decision Makers, approval by the Tribe's Natural Resource Director, and approval by the IDPR Director, and as may be required by Idaho law.
 - ii. The Idaho Park and Recreation Board and the Tribe will adopt a policy to determine an appropriate minimum balance to be accrued prior to any expenditure and thereafter maintained in the CMMT for repair or maintenance liabilities under this Agreement.
 - iii. Administrative costs incurred by either Party for management of the CMMT will be paid out of the CMMT.
- d. All base rate charges collected by each Party will be retained by that Party. IDPR will use base rate charges for ongoing operations, management, and maintenance of the Park, including the Marina and the Trail/ROW through the Park. The Tribe will use base rate charges for ongoing operations, management, and maintenance of the Tribe's dock and the Trail/ROW.
- 4. **Management Scope of Work and Deliverables.** Following completion of the Marina, the Tribe's dock, and the other Trail/ROW facilities under this Agreement, each Party agrees to the following ongoing operation and management rights and responsibilities:
 - a. IDPR will apply IDAPA 26.01.20 *Rules Governing the Administration of Park and Recreation Areas and Facilities* to all visitors and all activities at the Park, on the Marina, and in the water adjacent to the Marina; and the

- Park Operations Plan and GMPOG in the Trail/ROW through the Park, including issuance of citations, as authorized.
- b. The Tribe will apply applicable Tribal laws and ordinances on the Tribe's dock and the *Park Operations Plan* and GMPOG in the Trail/ROW through the Park, including issuance of citations, as authorized.

c. The Tribe will:

- i. Be wholly responsible for on-going operation and maintenance actions related to the Tribe's dock, and generally obligated for such associated costs, if not covered by the CMMT.
 - 1. Timely seasonal installation and removal of slip covers, coinciding with the Park's seasonal installation and removal of slip covers.
 - 2. Regular repair of slip covers and replacement with like slip covers, as needed.
- ii. Retain ownership of the Tribe's dock indefinitely and retain all established ownership and co-management rights and responsibilities related to the Trail/ROW.
- iii. Retain rights of ingress, egress, and access over, under and across the Marina, for Tribe's employees and contractors, subject to prior notice to the Park Manager, except in case of emergency.
- iv. Draft, implement, and enforce Tribal laws and ordinances relating to use of the Tribe's dock.
- v. Allow Tribal members to have first priority for renting slips at the Tribe's dock. If any slips at the Tribe's dock remain un-rented, the Tribe may rent excess slips to the general public on a non-discriminatory basis. Any slips rented to the general public will be at a base rental rate no less than that IDPR charges for public rentals at its slips.
- vi. Set the base rates charged for annual slip rentals at the Tribe's dock.
- vii. Draft, implement, and enforce, regardless of Tribal Members' payment, a written boat moorage rental agreement between the Tribe and each vessel owner renting space at the Tribe's dock. The agreement must include contract provisions addressing the slip rental duration; all costs or fees; limitation of one vessel or two personal watercraft per slip; non-Tribal Member vessel owners must show vessel compliance with Idaho's invasive species fund and laws;

and proof of liability for damages and vessel insurance, either Protection & Indemnity \$300,000, if personally owned, or Commercial General Liability \$1,000,000, if owned by an entity, per occurrence/aggregate limit, with coverage for towing services, wreckage removal and pollution/fuel spill, and naming the State of Idaho and the Coeur d'Alene Tribe as additional insureds. The agreement must contain a provision whereby the vessel owner waives and releases any and all claims against IDPR and the Tribe.

- 1. <u>Limitations on duration</u>. The slip rental duration may be short-term or seasonal, not to exceed more than two summer seasons of operation at a given time.
- 2. <u>List of renters.</u> The Tribe must maintain a complete and accurate list of all vessel owners renting slips at the Tribe's dock. The list will be provided to the Park Manager at least one (1) month before the beginning of each summer season for emergency purposes or correspondence about circumstances in the Park that may impact access to the Tribe's dock.

d. IDPR will:

- i. Be wholly responsible for all on-going operation and maintenance activities related to the Marina, except the Tribe's dock, including the boat ramp and launch docks, and generally obligated for such associated costs, if not covered by the CMMT.
 - 1. Timely seasonal installation and removal of slip covers, coinciding with the Tribe's seasonal installation and removal of slip covers.
 - 2. Regular repair of slip covers and replacement with like slip covers, as needed.
- ii. Be wholly responsible for on-going operation and maintenance activities associated with parking management, striping, sweeping, storm drain management, toilet facilities, public access gangways, wave attenuation system, etc., and generally obligated for such associated costs, if not covered by the CMMT.
- iii. Be directly responsible for on-going operation and maintenance activities required for other Trail/ROW facilities under this Agreement, the associated upland Park improvements, and the Keeper's Cabin.

- iv. Be responsible for all utility costs necessary for the operations of the Marina, subject to remittance under § 3.a.iii of this Agreement or under the Park's boat moorage rental agreements.
- v. Retain rights of ingress, egress, and access over, under, and across the Marina, including the Tribe's dock, for IDPR employees and contractors, subject to prior notice to the Tribe's Decision Maker, except in case of emergency.
- vi. Retain ownership of the Marina, the other Trail/ROW facilities under this Agreement, the associated upland Park improvements, and the Keeper's Cabin indefinitely and retain all established ownership and co-management rights and responsibilities related to the Trail/ROW.
- vii. Set the base rates charged for annual and short-term slip rentals at the Marina, nightly public reservation of the Keeper's Cabin, fuel, and pumpout station use.
- viii. Draft, implement, and enforce a written boat moorage rental agreement between IDPR and each vessel owner renting space at the Marina. The agreement must include contract provisions addressing the slip rental duration; all costs or fees; limitation of one vessel or two personal watercraft per slip; liability for damages; required vessel registration; vessel compliance with Idaho's invasive species fund and laws; and proof of liability for damage and vessel insurance, either Protection & Indemnity \$300,000, if personally owned, or Commercial General Liability \$1,000,000, if owned by an entity, per occurrence/aggregate limit, with coverage for towing services, wreckage removal and pollution/fuel spill, and naming the State of Idaho and the Coeur d'Alene Tribe as additional insureds. The agreement must contain a provision whereby the vessel owner waives and releases any and all claims against IDPR and the Tribe.
 - 1. <u>Limitations on duration</u>. The slip rental duration may be short-term or seasonal, not to exceed more than two summer seasons of operation at a given time.
 - 2. <u>List of renters.</u> IDPR must maintain a complete and accurate list of all vessel owners renting slips at the Marina.
 - 3. Renter rotation. A process must be established by IDPR for rotating slip renters. Such process must be implemented by IDPR if the demand for rental space exceeds the number of slips available for rent at the Marina. Such process must give equal opportunity for rental to every interested vessel owner.

- e. No Right of Exclusion. The Marina, the other Trail/ROW facilities under this Agreement, and the Keeper's Cabin are components of Park lands open to the public. All users of the Marina, Tribe's dock, other Trail/ROW facilities, and the Keeper's Cabin are subject to state laws and regulations or Tribal laws and ordinances, as applicable, including IDAPA 26.01.20 Rules Governing the Administration of Park and Recreation Areas and Facilities, the Park Operations Plan, and the GMPOG.
 - i. Security devices, including gates, may be utilized by IDPR and the Tribe to limit and monitor the public's access to rented moorage areas and to enforce day use hour limitations.
 - ii. Door locks and signage may be utilized by IDPR to limit and monitor the public's access to, and use of, the Keeper's Cabin to visitors with a reservation.
 - iii. Tribal Members' access to the Park, and the Marina and the Tribe's dock through the Park, will include Tribal Members' use of the Annual Park Pass administered by the Tribe's Lake Management Department.
- f. Moorage Market Value Analyses. A market value review should collect and compare the quality and quantity of services and prices charged by private businesses and government agencies in Idaho and the general geographic area for comparable facilities and services.
 - i. At least every five (5) years, the Parties may coordinate on and internally complete a market value review of moorage and moorage related services.
 - ii. The Parties may mutually agree to retain professional services for such a market value study of moorage and moorage related services, from time-to-time. In such case, each Party shall be responsible for one-half of the costs associated with that professional contract.
 - iii. Nothing contained in this Agreement will limit either Party from retaining professional services for completion of an independent external market value study at that Party's discretion and sole cost.
 - iv. The conclusions of any market value review performed for the Parties, jointly, will be utilized by the Decision Makers under § 5.c of this Agreement.
 - v. The conclusions of any market value review may be used by either Party, at its sole discretion, in setting its base rates consistent with §§ 4.c.vi and 4.d.vii of this Agreement.

- 5. **Trail/ROW Crossing Charges.** Following completion of the Marina, the Tribe's dock, and other Trail/ROW facilities under this Agreement, the Parties agree that there will be a charge to the public for use of and access under, over, and across the co-owned and co-managed Trail/ROW through the Park ("Crossing Charges") to compensate the Tribe for the public's use of the Trail/ROW and to help the Parties fund the CMMT.
 - a. The Crossing Charges will be an additional charge on every annual moorage agreement and overnight short-term moorage rental, IDPR's nightly public rental of the Keeper's Cabin, each gallon of fuel sold, and each pumpout station use.
 - i. IDPR will use retained Crossing Charges for ongoing operations, management, and maintenance of the Park, including the Marina, and the Trail/ROW. The Tribe will use retained Crossing Charges for ongoing operations, management, and maintenance of the Tribe's dock and the Trail/ROW.

b. Categories of Crossing Charges:

i. Moorage.

- 1. Every annual moorage rental agreement required under this Agreement will include the annual payment of either a Marina Moorage Crossing Charge or a Tribe Moorage Crossing Charge, respectively. The initial charge will be \$450.00 per slip.
 - A. Each Party will retain one-third (1/3) of each Moorage Crossing Charge, one-third (1/3) will be deposited into the CMMT in accordance with § 3.b.iii of this Agreement, and one-third (1/3) will be remitted to the other Party.
 - B. Remittance of the Moorage Crossing Charges between the Parties will occur through a single net payment from IDPR to the Tribe. The net payment will be calculated by deducting that one-third (1/3) of the total Tribe Moorage Crossing Charge from that one-third (1/3) of the total Marina Moorage Crossing Charge, and remitting the difference.
- ii. <u>Overnight Short-Term Moorage</u>. An Overnight Moorage Crossing Charge of vessel only (*i.e.*, visitors must be staying at a campsite or cabin no overnight stay on a vessel allowed) will be paid by the user

- per night moored (up to fourteen nights). The initial charge will be \$5.00 per night.
- iii. <u>Keeper's Cabin Rental</u>. The Cabin Crossing Charge will be paid by the user on a per night basis, at the time of reservation. The Cabin Crossing Charge will not be adjusted when IDPR's base rate changes due to dynamic pricing. The initial charge will be \$35 per night.
- iv. <u>Fuel</u>. The Fuel Crossing Charge will be per gallon of gas paid by the user at the time of fuel purchase. The initial charge will be \$0.33 per gallon.
 - 1. The Fuel Crossing Charge will be equivalent to the State's and the Tribe's fuel excise tax. In the event the sovereigns' fuel excise taxes differ, the higher rate of tax will be charged.
- v. <u>Sanitary Sewer</u>. A Sanitary Sewer Crossing Charge will be paid by the user at the time of use of the marine pumpout station. The initial charge will be \$5.00 per use.
- c. The Crossing Charges will be subject to adjustment not more than once a calendar year by the Decision Makers.
 - i. Each year, the Decision Makers will meet between the close of the summer season and October 31 and review recent, current, and anticipated activities under this Agreement.
 - ii. The Decision Makers will develop an agenda that includes review of activities under this Agreement that occurred during the current year (January 1 up to the meeting date), and that are expected to occur during the following year, which may include the following:
 - 1. Status of development or maintenance issues;
 - 2. Review of the CMMT ledger;
 - 3. Review actual and projected boat moorage rental numbers;
 - 4. Review actual Crossing Charges collected for each category of use;
 - 5. Set next year's Crossing Charges after due consideration is given to local market conditions, inflation, changes to either Party's related fee schedule(s), fuel excise tax, and other applicable circumstances, including enabling the financial feasibility for the general public to participate in outdoor recreation;

- A. An annual change of any Crossing Charge, except the Fuel Crossing Charge, which is governed by § 5.b.iv.1 of this Agreement, shall not exceed the "All Items" Unadjusted 12-Months Consumer Price Index reported by the U.S. Dept. of Labor ("CPI") each July.
- B. If, based on the conclusions of any market value review under §§ 4.f.i or 4.f.ii of this Agreement, the Decision Makers mutually agree an increase of a Crossing Charge should exceed the CPI, they may propose such an increase, and other applicable terms or conditions, to the IDPR Director and the Tribe's Natural Resource Director.
- C. Upon mutual agreement of the IDPR Director and the Tribe's Natural Resource Director, an increase of a Crossing Charge may exceed the CPI.
- 6. Review each Party's operating costs expended to effectuate its duties under this Agreement;
- 7. Review planned maintenance schedule activities and estimated costs; and
- 8. Review any needed capital maintenance or improvements and estimated costs.
- iii. The Parties will find consensus regarding all action items and indicate all mutually agreed upon items by initialing a written summary of the meeting, which will be included with this Agreement, without the need to modify this Agreement under § 19 of this Agreement.
- 6. **Modification of O&M Plans.** This Agreement is intended to be compatible with and administered concomitantly with the O&M Plans. The Parties will timely amend applicable O&M Plans to maintain compatibility with this Agreement. The Parties agree that, unless and until the applicable O&M Plans are amended, the following provisions of the specified O&M Plans are supplanted or modified by the Parties' rights and duties under this Agreement, and for purposes of this Agreement only.
 - a. Heyburn Park Trail/ROW Long-Term Management Plan: §§ 7.3.3 and 8.1.2 are supplanted by §§ 2.a, 3, and 5 of this Agreement, for purposes of this Agreement only; § 8.1.2.2 is modified by § 3.c of this Agreement.

- b. Heyburn Park Trail/ROW Operations Plan: § 6.1.02.J is supplanted by §§ 3, 4, and 5 of this Agreement; § 9.1 is supplanted by §§ 3, 4, and 5 of this Agreement, for purposes of this Agreement only.
- 7. **Time of the Essence.** Time is expressly declared to be of the essence of every term, covenant, condition, duty, and obligation of this Agreement.
- 8. **Notice of Default.** A Party may provide written notice to the other Party of any violation and will allow no less than thirty (30) days from service of the notice to cure the violation.
- 9. **Dispute Resolution and Termination.** Disputes related to this Agreement will be resolved under Section VI.E. of the State-Tribe Agreement. If the dispute cannot be resolved after exhausting the dispute resolution process, the Parties may agree to terminate this Agreement. This Agreement will only be terminated upon mutual consent of the Parties, which requires a unanimous vote of the Tribal Council memorialized in a Council Resolution and unanimous vote of the Idaho Park and Recreation Board, and upon terms and conditions mutually acceptable to both Parties at the time of termination.

10. Party Insurance.

- a. <u>IDPR's Insurance</u>. IDPR is a department of the State of Idaho and is provided a comprehensive liability plan through the Risk Management Program established under Idaho Code §§ 67-5773 *et seq.*, funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code §§ 6-901 *et seq.*
- b. <u>Tribe's Insurance</u>. The Tribe is a federally recognized Indian Tribe with its own government and inherent tribal sovereignty. For the duration of this Agreement, the Tribe will maintain insurance specific to the Marina, and the Tribe's dock in amounts that are not less than the following:
 - i. Commercial General Liability ("CGL") with a limit of not less than \$2,000,000 each occurrence, and \$2,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$3,000,000 each occurrence, and \$3,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella or excess policy meets the qualifications for an acceptable carrier.
 - ii. Business property insurance covering all improvements, fixtures, and personal property of the Tribe in, on, or at the Marina and the

Tribe's dock. Policy limits must be sufficient to cover the value of all Tribe-owned property in, on, or at the Marina and the Tribe's dock, and must cover all risks to such property.

c. Either Party's insurance requirements under this Agreement will be evidenced by an occurrence coverage form, or a Certificate of Financial Responsibility, or other evidence of insurance, self-insurance, or a pooled or cooperative insurance program.

11. Allocation of Risk; No Indemnification.

- a. <u>Allocation of Risk.</u> Each Party will be responsible for the acts, omissions, or negligence of its own officers, employees, volunteers, and other authorized agents.
 - i. Nothing in this Agreement shall be construed as a waiver or diminishment of any immunity allowed to each Party by law. Nothing in this Agreement will extend the tort responsibility or liability of either IDPR or the Tribe beyond that required by the Idaho Tort Claims Act, Idaho Code §§ 6-901 et seq., or the Constitution and Bylaws, or laws of the Tribe.
 - ii. If a claim or damage arises from more than one Party's performance of this Agreement, or is not allocable to any Party, each Party will pay the costs proportional to such Party arising from the claim or damage.
- b. <u>Limitation on Indemnification.</u> Neither Party agrees to indemnify or defend the other Party.
- 12. **Notice.** Notices required or contemplated under this Agreement must be in writing. Notices will be deemed given and delivered when they are (1) hand-delivered, or (2) deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid, and correctly addressed to the other Party. Notices must be mailed to the following respective addresses, or such other addresses as a Party may, by notice to the other Party, designate. Any such notice may, in the alternative, be sent by electronic transmission to a below-designated email address, or to such other email address as may, by notice, be designated. If any type of "undeliverable" message is received by the Party transmitting an email, delivery will be presumed to not have occurred. If a Party shows that the person assigned to an email address was no longer employed by the Party at the time of transmittal, delivery will be presumed to not have occurred. Either Party may change the place for giving notice by written notice to the other Party. Notices must be sent, as follows:

Notice Delivery Method	IDPR	Tribe			
United States	Idaho Department of Parks	Coeur d'Alene Tribe			
Mail:	and Recreation	c/o Recreation Manager			
	c/o Heyburn Park Manager	850 A Street			
	57 Chatcolet Rd	PO Box 408			
	Plummer, Idaho 83851	Plummer, Idaho 83851			
	and				
	Idaho Department of Parks and				
	Recreation				
	Attn: Operations Administrator				
	5676 Warm Springs Ave				
	Boise, Idaho 83716				
Email:	Heyburn Park Manager	Tribal Recreation Manager			
	Initially:	Initially:			
	Nathan Blackburn	Jason Brown			
	nathan.blackburn@idpr.idaho.gov	Jason.brown@cdatribe-nsn.gov			
	Operations Administrator				
	Initially:				
	Troy Elmore				
	troy.elmore@idpr.idaho.gov				

- 13. Appropriation of Sufficient Funds. IDPR's duties under this Agreement are contingent upon appropriation of sufficient funds to proceed with the provisions and conditions set forth in this Agreement. If IDPR elects to terminate this Agreement due to the lack of funds or the Idaho Legislature's failure or refusal regarding the appropriation of sufficient funds, all future rights and liabilities of the Parties relating solely to this Agreement will immediately cease. Termination of this Agreement due to the absence of sufficient appropriated funds will have no effect on either Parties' rights or obligations retained in the O&M Plans, or any future contractual agreements relating to the co-ownership and management of the Trail/ROW.
- 14. **No Liens.** No Party shall allow or suffer any liens of any kind to be effected on or enforced against the Marina, including the Tribe's dock.

- 15. Officials, Agents, and Employees Not Personally Liable. No director, official, officer, or employee of the State of Idaho or the Coeur d'Alene Tribe will be in any way liable or responsible for any covenant or agreement herein contained, nor for any statement, representation or warranty made herein or in any way connected with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of IDPR or the Tribe will have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Agreement, and all of the provisions and covenants herein contained pertaining to the Parties will rest in and be vested with each Party.
- 16. **No Assignment.** This Agreement may not be assigned to any other party.
- 17. **Reservation of Rights.** Nothing in this Agreement or actions of the Parties pursuant to this Agreement, including the development, management, or operation of the Marina, the Tribe's dock, and the other Trail/ROW facilities under this Agreement by either or both Parties, is or will be construed to be a waiver of the sovereignty, jurisdiction, ownership, or any claim of the Coeur d'Alene Tribe or the State of Idaho.
 - a. The Agreement also does not and is not intended to:
 - i. Alter or affect the rights of either Party, including either Parties' respective legal arguments or positions in the event of future legal action brought by or against either Party;
 - ii. Act as an endorsement by the Tribe that developing and maintaining the Marina, including the Tribe's dock, and the other Trail/ROW facilities under this Agreement within and adjacent to the Trail/ROW or the Park conforms with the terms of the June 28, 1911 Patent;
 - iii. Create any claim by the Tribe, or by any person or entity not a party to this Agreement, that developing and maintaining the Tribe's dock for potential exclusive use by the Tribe and Tribal Members contravenes the State of Idaho's compliance with the terms of the June 28, 1911 Patent;
 - iv. Create any right to administrative or judicial review by either Party or by any person or entity not party to this Agreement; or
 - v. Preclude the Parties from modifying this Agreement in the future, as provided for in this Agreement.
- 18. **Entire Agreement**. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all

prior agreements relating to the management and operation of the Chatcolet Marina. The execution of this Agreement has not been induced by either Party, or any agent of either Party, by representations, promises, or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements, or undertakings whatsoever between the respective parties concerning this Agreement except those which are expressly contained herein.

- 19. **Written Modifications.** Except as provided in § 5.c.iii. of this Agreement, no modification, release, discharge, change, or waiver of any provision of this Agreement will be of any force, effect, or value unless signed in writing by each Party's authorized representative(s).
- 20. **Severability.** In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions, and the application thereof, will not in any way be affected or impaired. In such event, the remaining provisions of this Agreement will be interpreted as closely as possible to provisions held invalid or unenforceable.
- 21. **Authority.** The Parties each represent and warrant that they possess full and complete authority to covenant and agree as provided in this Agreement, and that the signatory(ies) possesses the approval and authority to sign on behalf of their respective Party.
- 22. **Headings.** Headings in this Agreement are for convenience and reference only and will not be used to interpret or construe any provision of this Agreement.
- 23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

[The remainder of this page is intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Chatcolet Marina Development and Management Agreement on the day and year written below.

FOR THE COEUR D'ALENE TRIBE	
By:	By:
By: Chief James Allan, Chairman	Donald E. Sczenski, Vice-Chairman
Date:	Date:
By: Margaret A. Sijohn, Secretary-Treasurer	By: Cajetan Matheson, Council Member
Date:	Date:
By:Charlotte A. Nilson, Council Member	By: Ernest L. Stensgar, Council Member
Date:	Date:
By: Gene H. James, Council Member	
Date:	
FOR THE IDAHO DEPARTMENT OF PA	RKS AND RECREATION
By:	
Susan E. Buxton, Director	

Date: _____

APPROVALS BY THE TRAIL OF THE COEUR D'ALENES TRAIL COMMISSION, AS REQUIRED UNDER THE O&M PLANS*

By:	By:
Jason Brown, Chair	David White, Co-Chair
Date:	Date:
By: Peter Mahoney, Member	By: William Niska, Member
Date:	Date:
By: Justin Hendrickx, Member	By: Anna Moody, Member
Date:	Date:

*The O&M Plans are: (1) Response Action Maintenance Plan ("RAMP"); (2) Agreement Between the State of Idaho, Department of Parks and Recreation and Coeur d'Alene Tribe, Lake Management Department Regarding Transfer, Ownership and Management of the Union Pacific Wallace-Mullan Branch Right-Of-Way as the Trail of the Coeur d'Alenes ("State-Tribe Agreement"); (3) Trail of the Coeur d'Alenes, General Management Principles and Operating Guidelines ("GMPOG"); (4) Heyburn Park Trail/ROW Long-Term Management Plan; and (5) Heyburn Park Trail/ROW Operations Plan.

The inclusion of the Trail Commission's approval is the Parties' effort to efficiently comply with the various approval provisions throughout the O&M Plans. The Parties do not view the Trail Commission's approval as a controlling prerequisite for the Parties' execution of and actions under the foregoing Agreement.

PROTOCOLS FOR THE INADVERTENT DISCOVERY OF HUMAN REMAINS AND/OR CULTURAL RESOURCES ON PROJECTS WITHIN THE EXTERIOR BOUNDARIES OF THE COEUR DALENE RESERVATION

This Inadvertent Discovery Protocol (IDP) will be followed if cultural resources (older than 50 years old) and/or human remains are encountered during construction.

All items that could potentially be cultural resources and/or human remains are to be treated as if they are cultural resources and/or human remains until a clear determination is made by the designated cultural resource monitor (Monitor), if a monitor is on site at the time of discovery, in consultation with the Coeur d'Alene Tribe Historic Preservation Office (THPO) staff; OR by THPO staff if no monitor is on site.

The Monitor or THPO staff will be notified immediately by the construction contractor, land owner or other designated project lead (Lead) that potential resources have been discovered during project construction activities.

In the event possible cultural resources or human remains are discovered within the project area, the protocol below will be followed

POSSIBLE CULTURAL RESOURCES

- In the event that possible cultural resources are discovered within the project area, at locations associated with the project, or planned for use on the project; all work within 50 feet in all directions will cease and the area will be cleared of all unnecessary personnel. The area will be secured.
- The Lead will immediately notify THPO staff:

Jill Wagner, Tribal Historic Preservation Officer: 208-686-1572 office

208-582-1347 personal cell

Nicholas Kager, Deputy Historic Preservation Officer: 208-686-2100 office

208-582-3320 work cell

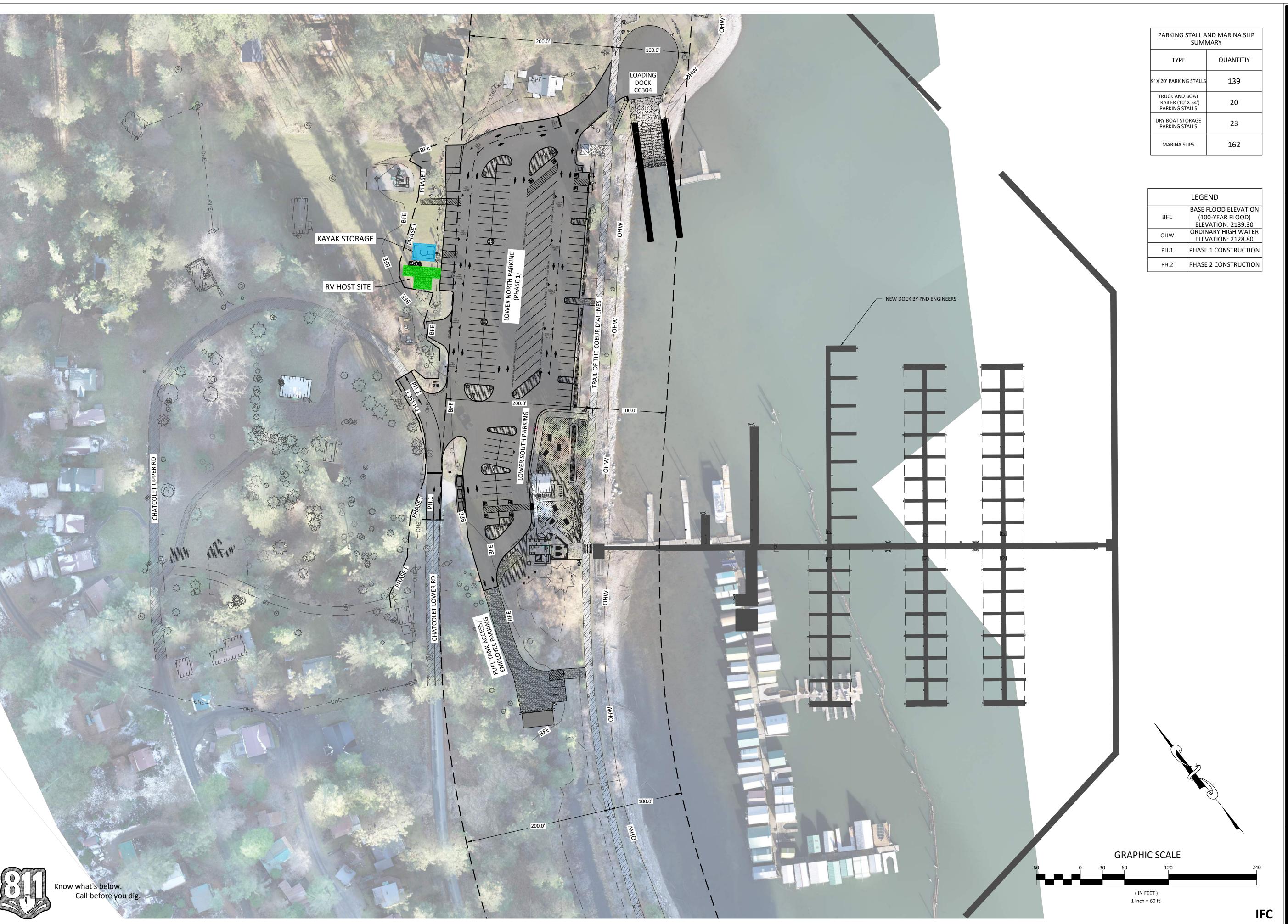
• All appropriate laws and policies will be followed to the best of Lead's abilities.

HUMAN REMAINS

- In the event that possible human remains with or without associated cultural resources are discovered within the project area, at locations associated with the project, or at locations planned for use on the project; work within 100 feet of the human remains will cease and the area will be cleared of all personnel other than one (1) designated person who will stay with the human remains until the THPO is notified and further instructions are given. Coeur d'Alene Tribal Police (208-686-2099) and the County Sheriff's Office (collectively Law Enforcement) will be notified at the same time as the THPO.
 - No photography of possible or actual human remains is allowed. This applies to cameras, cell phones, or any other device(s) having photo capabilities.
 - No Social Media, texting, email, posting, sharing, or other discussion of possible or actual human remains is allowed beyond notifications above and with those designated or representing the THPO and/or Tribal Police.
 - The human remains will be completely covered with a tarp or plain piece of cloth such as a rug, towel, or blanket. No new ground disturbance will occur prior to THPO clearance.
 - The human remains will not be touched, moved, or in any way caused to change position from that noted upon discovery.
 - All information related to the discovery will be held in strictest confidence.
 - All information related to the discovery known to contractor or staff will be provided to the THPO and Law Enforcement or their designee(s).
 - All appropriate laws and policies will be followed to the best of Lead's abilities.
 - Lead and all persons on site will keep all information strictly confidential

Proceeding with Construction

After an inadvertent discovery, only necessary areas may be specified for close monitoring or 'no work zones.' Any such areas will be identified by the THPO or THPO designee, after weighing the minimization of delays and increased cost of Construction, and locations clarified with the Lead in coordination with IDPR. Additional cultural resources investigations may be required.





07/17/2025

MARINA

HEYBURN

DATE: 07/17/2025 JOB: 23-1210 DRAWN: MAW CHECKED: MLP **REVISIONS:** NO: DESCRIPTION: ⚠ | BID CLARIFICATION

CHATCOLET

IDPR PROJECT NO: 3108243 SITE ENHANCEMENT PROJECT **HEYBURN STATE PARK**

IDAHO DEPARTMENT OF PARKS AND RECREATION



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□ IDAPA RULE□ BOARD ACTION REQUIRED□ BOARD POLICY□ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: LWCF Grant Advisory Committee Appointment

ACTION REQUIRED: Board Action Required

PRESENTER: Kathy Muir, Grant Manager

BACKGROUND INFORMATION:

The Department has one (1) vacant citizen advisory committee position on the Land and Water Conservation Fund Committee that needs to be filled before the upcoming application cycle in 2026.

Bill Davis is a retired Forest Service Supervisor with 40 years of experience in recreation. He has worked with LWCF in the past. Bill has also worked closely with IDPR's grant department to secure funding for recreation projects in the Caribou Targhee National Forest. He will represent the elderly interest on the LWCF committee.

Following this agenda item is Bill's application for your reference.

STAFF RECOMMENDATIONS:

Staff recommends that the Board appoint Bill Davis to the LWCF Advisory Committee.

Idaho Department of Parks and Recreation Advisory Committee Application Form



	ivame	: vvilliam (Bi	II) Davis	Address:	2538 E 600 IN					
	Phone	e #: (Home)	208-313-1884	City:	St Anthony	State:	ID	Zip:	83445	
	Phone	e #: (Work or 0	Cell)	Email:	Billdavis 1884@	gmail.co	m			
		pplying for the	following committee:	Land and Wate		Fund Ad	visory	Comn	nittee	
		am am idano res	ndent							
	I.	What kno	wledge or experience	do you have that w	vould contribute	e to the C	Commi	ittee?		
		Forest Service Ranger. I have have seen the	red from the Forest Se doing a variety of thir be been involved with p great things that can b to apply grant funds to	ngs. Most of my ex projects where Lanc pe accomplished with	perience was in I and Water Co th this funding.	recreationservation	on and on fund	l as a D Is were	District e used an	
	2.		natural resource orga ntly belong to any nat							
	3.		title of the open posi Example: Snowmobili			isted in tl	he req	uest fo	or	
		Land and	Water Conservation F	Fund Advisory Com	mittee					
	4.	l don't kno	opinion, is the progra ow that I have any sug isory committee.					e able	to be a p	part
5		Membersh	st in the Committee the nip in a club or organizescribe): Long involve	zation [Co	ommercial ng natural resou	⊠User rces.	•			
6).	☐Motor	tional equipment do yo Boat tional Vehicle	ou own that is curr Snowmobile SOff-Road Moto			torbik	сe		

equipment that is provided by Idaho Parks & Recreation or the Department of Motor Vehicles, if it is an RV (snap a picture with your phone and send if possible): M26-044588
8. Please list the year, make & model of the above equipment that makes you eligible for this position.
 What name is the equipment registered under (Please be specific)? William Davis
10. Approximately how often do you use your recreational equipment (months or days) per year? _30- 50
11. Committee members are entered into the state accounting system LUMA and will be required to provide a W-9 to create an "employee" account. Scoring applications requires an adequate computer system. Support browsers include (current supported releases) Google Chrome, Mozilla Firefox, Microsoft Edge, Microsoft IE II+, and Apple Safari I0+. Please indicate if you have a compatible computer with reliable access to the internet and email.
⊠Yes □No
What internet browser do you use? Edge
Are you currently set up as a LUMA user? ☐ Yes ☑No
Do you participate in PERSI? ☐Yes ☐No
12. Committee members may be required to participate in ZOOM-type meetings. Do you have a system with a webcam and microphone that will allow you to join a virtual meeting?
⊠Yes □No
You are not limited to the space provide on this form.

Advisory committee members are required to attend the rating meeting in Boise in March and must sign a Memorandum of Understanding.

If you need reasonable accommodations to participate in a meeting or event due to a disability as defined under the ADA, please contact Alyssa Leavitt at 208-514-2408 or Alyssa.Leavitt@idpr.idaho.gov at least seven (7) business days prior to the scheduled meeting to request an accommodation.

This agency's programs and activities are operated free from discrimination on the basis of race, color, religion, national origin, gender, age or disability. Anyone who believes they have been discriminated against or who may need further information regarding discrimination should write: Director, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, ID 83720-0065, or National Parks Service, Equal Opportunity Officer (010), P.O. Box 37127, Washington DC 20013

□ IDAPA RULE□ BOARD ACTION REQUIRED□ BOARD POLICY□ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: Donation of Almo School House to IDPR

ACTION REQUIRED: Acceptance of Real Property

PRESENTER: Adam R. Zaragoza, Management Services Administrator

Pamela Huck, Real Estate Manager

BACKGROUND INFORMATION:

IDPR was approached by the Almo Recreational District for the purpose of accepting, as a donation, the Almo School house. The Recreation District has been managing the building and the schoolhouse has played a vital role in the Almo community.

Receiving this donation would enhance the City of Rocks and Castle Rocks State Park by providing a significantly larger visitor center, greatly improving the visitor experience with improved space dedicated for onsite management, and, a more centralized location within the community. Adding this to our portfolio is a great opportunity for IDPR and it will be an easy transition for staff.

STAFF RECOMMENDATIONS:

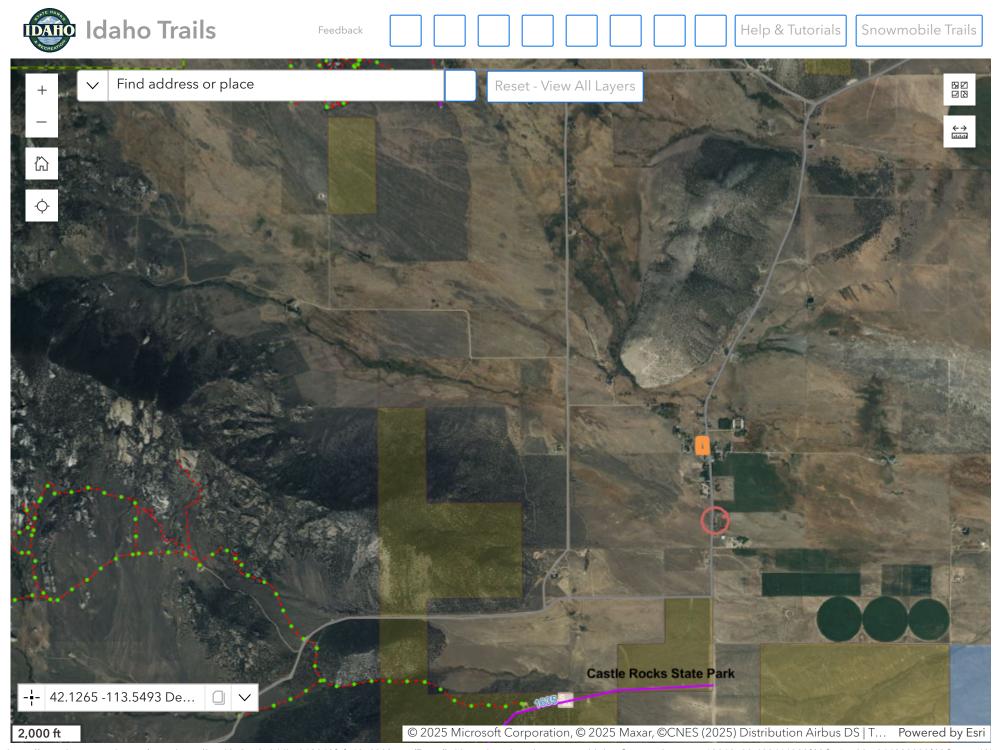
Staff recommends a roll call vote of the Board to accept the donation of property and authorize the Director to sign the warranty deed. Staff further recommend that upon receipt of an executed Deed to IDPR, that parcel number RP15S24E228903 is real property owned and managed within the Idaho Department of Parks and Recreation system.

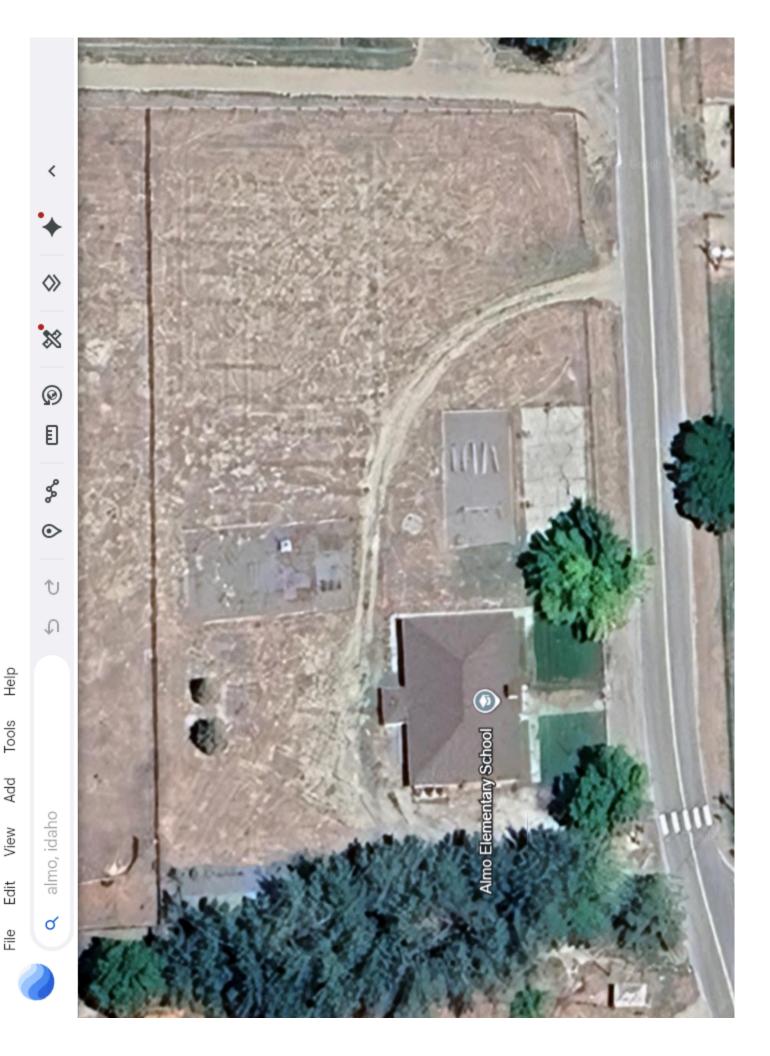
Attachments:

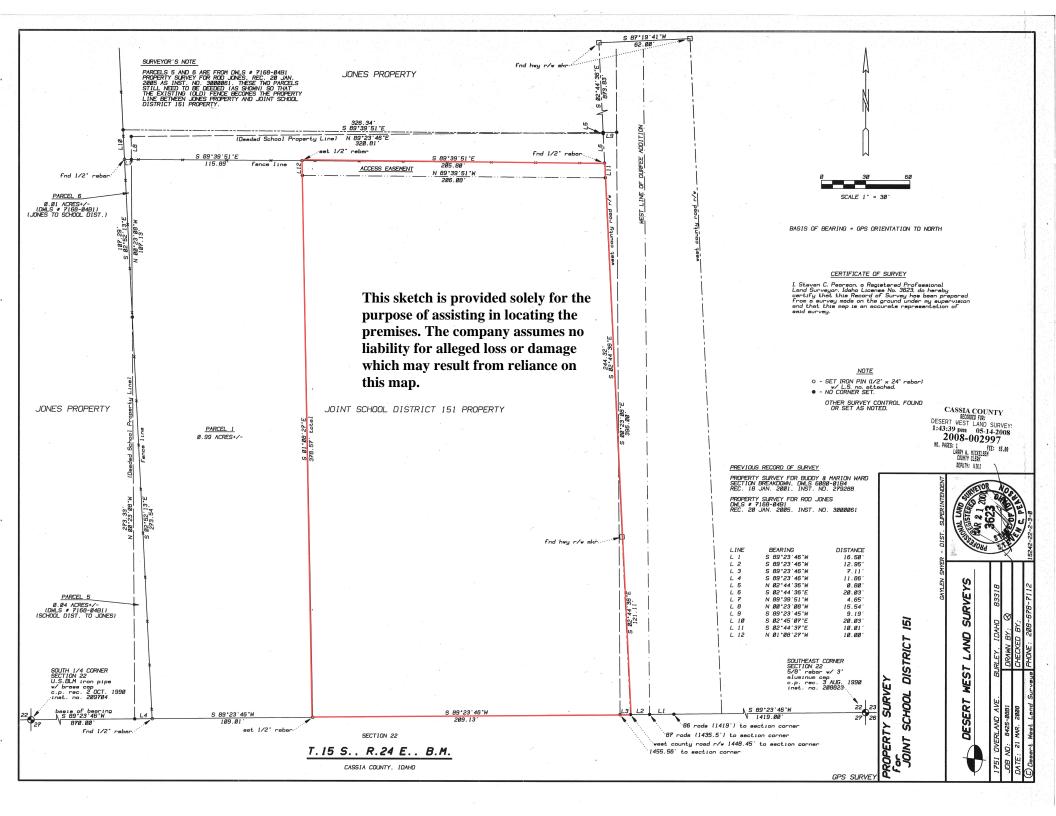
- A. Aerials & Recorded Plat Map
- B. Donation Letter
- C. Special Warranty Deed

ATTACHMENT A

3/25/25, 2:19 PM Idaho Trails







ATTACHMENT B



Almo Recreation District P.O. Box 204 Almo, ID 83312

March 5, 2025

Dear Almo Recreation District Members,

The Almo Recreation District Board have assessed the proposals submitted for the Almo School House and there has been a unanimous decision by the ARD board to accept the proposal submitted by the Idaho Department of Parks and Recreation.

The proposal includes the donation of the Almo School property to the Idaho Department of Parks and Recreation with day-to-day operations to be overseen by the Park Manager of the City of Rocks National Reserve and Castle Rocks State Park.

This proposal is highlighted by:

- IDPR plans to continue to provide access to the property to the general public such as a providing a public meeting room, hosting public events, and continuing to provide the library.
- IDPR will complete all maintenance, repairs, and inspections of the facility.
- IDPR will dedicate funds and personnel to complete upgrades consistent with the historical attributes of the property.
- IDPR will develop interpretation programs and exhibits to preserve the history of the property, Almo community, and City of Rocks and Castle Rocks.

Overall, the property will still be open to the public and in many ways be more accessible that it currently is. Satisfying the needs to preserve and maintain the property and ensuring public access to the Almo School and continuing to protect the stories and histories of Almo and other surrounding communities.

Thank you for your continued support and please reach out to a member of the recreation board if you have questions or concerns.

Sincerely.

Almo Recreation District Board Members

Laura Jones, Tonya Ward, Austin Zollinger

ATTACHMENT C

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

State of Idaho

<u>Idaho Dept. of Parks and Recreation</u> 5657 Warm Springs Ave

Boise, Idaho 83716

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED

For value received, the sufficiency of which is hereby acknowledged, ALMO RECREATION DISTRICT, an Idaho unincorporated nonprofit association ("Grantor"), whose mailing address is PO Box 204, Almo, Idaho 83312, does hereby grant, convey, release and forever quitclaim unto the IDAHO PARK AND RECREATION BOARD through the IDAHO DEPARTMENT OF PARKS AND RECREATION (collectively "Grantee"), whose address is 5657 Warm Springs Ave, Boise, Idaho 83716, all right, title and interest which Grantor now has or may hereafter acquire in the real property and improvements situated in Custer County, State of Idaho, to wit:

TOWNSHIP 15 SOUTH, RANGE 24 EAST, OF THE BOISE MERIDIAN, CASSIA COUNTY, STATE OF IDAHO

Section 22: Part of the SW¹/₄SE¹/₄, more particularly described as follows:

Beginning at the Southeast section corner of Section 22, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 89°23'46" West (West rec.) along the South section line for a distance 1448.45 feet (86 rods-1419.0' rec.) to the described Southeast corner of the School Property which shall be the POINT OF BEGINNING;

THENCE South 89°23'46" West for a distance of 7.11 feet;

THENCE South 89°23'46" West for a distance of 209.13 feet to a ½" rebar;

THENCE North 01°08'27" West for a distance of 378.57 feet;

THENCE South 89°39'51" East for a distance of 205.80 feet;

THENCE South 02°44'37" East for a distance of 10.01 feet;

THENCE South 02°44'36" East for a distance of 244.32 feet;

THENCE South 02°44'36" East for a distance of 121.11 feet to the POINT OF BEGINNING.

Together with the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, including but not limited to all water rights, historic rights of access, buildings, improvements, personal property, and fixtures situated thereon.

TO HAVE AND TO HOLD the premises and the appurtenances unto Grantee, and to Grantee's successors and assigns forever. Grantor covenants to Grantee only that Grantor has not conveyed the property or any right, title or interest therein to any other person than to Grantee, and that the property is free from encumbrances created or suffered by Grantor, excepting those as may be set forth herein.

IN WITNESS	WHEREOF, Grantor	has executed this SPECIAL WARRANTY DEED on this
day of	, 2025.	
	REATION DISTRICT, d nonprofit association	
		Name shown on Statement of Authority
STATE OF IDAHO))ss.	
County of Custer)	
state, personally appeauthorized pursuant to District, an Idaho uni instrument or the personal	earedo the Statement of Authorized nonprofit a	
IN WITNESS day and year first abo		ereunto set my hand and affixed by official seal the
(seal)		Notary Public for Idaho Residing at: My Commission Expires:

□ IDAPA RULE□ IDAPA FEE□ BOARD POLICY□ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: Harriman Large Concession Agreement Approval

ACTION REQUIRED: Board Action Required

PRESENTER: Troy Elmore / Ryan Buffington

PRESENTATION

BACKGROUND INFORMATION:

The existing Large Concession Agreement for the Harriman State Park Horseback Tour service expires at the close of this year. The longtime concessionaire, Dry Ridge Outfitters, has notified the department that they are ceasing operations and will not renew their agreement.

To maintain continuity of service, a Request for Proposal for the concession was publicly issued in July. By the closing date, three applications were received.

Staff members Jess Brumfield, Ryan Buffington, and Troy Elmore reviewed and assessed all proposals and determined that Havilands Old West Adventures is the recommended vendor, offering the best fit for the needs of Harriman State Park.

Per Policy 6020, the Board is required to approve concessions projected to gross over \$100,000. Given the historical performance of this concession, which consistently exceeds this threshold, staff requests the Board's approval to notify Havilands Old West Adventures of the selection and begin completing the Large Concession Agreement with them.

STAFF RECOMMENDATIONS:

Staff recommends the Board approve the award of the Large Concession Agreement for the Harriman State Park Horseback Tour service to Havilands Old West Adventures.

This approval authorizes the department to officially notify Havilands Old West Adventures of the selection and proceed with finalizing and executing the Large Concession Agreement.

□ IDAPA RULE□ BOARD ACTION REQUIRED□ BOARD POLICY□ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: Policy 4010 Revision, Fees

ACTION REQUIRED: Approve Policy Revision

PRESENTER: Adam R. Zaragoza, Management Services Administrator

BACKGROUND INFORMATION:

Policy 4010 (Fees) was last updated by the Board in March 2017 and any change to this policy must be approved by the Board. After an administrative review, staff needs to update this 8 year old policy. The proposed changes are:

Section 3, Responsibility: Change the owner of the policy from Operations Administrator to Reservations and Registration Program Manager.

Section 4.2, Board Approved Fees: Added "annually" to ensure the Board reviews all fees.

Section 4.3, Considerations in Setting Fees: Removed redundancies and subjective language.

Section 4.4, General Fee Waivers and Discounts:

- Updated disabled veteran information to include paying for reservation fee and cancellation fee may be waived
- Updated Native American Tribes and MVEF

Section 4.5, Department Employee Discounts:

- Updated the Camping and Lodging Section
- Added Group Camp and Event Locations

Section 4.6, Committee Member and Lifetime Pass Discounts

- Deleted the MVEF stickers and two nights free camping to RV Advisory Committee members. This entire section will be deleted.
- Updated Lifetime Pass holder conditions for overnight stays at IDPR facilities

STAFF RECOMMENDATIONS:

Staff recommends the Board approve the revisions to Policy 4010 as written.

POLICY 4010 PROPOSED REVISIONS



Fees

Effective date: xxxx Policy #: 4010

1. Purpose:

The purpose of this policy is to articulate the criteria to consider in setting fees, to provide details on various fee waivers and discounts, and to document the current fees established by the Board as documented in *Policy 4015: Fee Table*.

2. Scope:

All Department employees are expected to comply with—and will be held accountable to—the standards in this policy.

3. Responsibility:

The Reservations and Registrations Program Manager is the owner of this policy and is responsible for bringing forward any proposed fees to the Board. The owner is responsible for reviewing and updating the policy to reflect current laws, needs, and strategic initiatives. The Board must approve any changes to this policy.

4. Standards and Procedures:

4.1. Definitions

Board: The Idaho Park and Recreation Board.

Department: The Idaho Department of Parks and Recreation.

Director: The Idaho Department of Parks and Recreation Director or designee.

Employee: A person employed by the Department. For the purposes of this policy, the term does not include volunteers.

IDAPA: Idaho Administrative Procedures Act.

Program Manager: The Idaho Department of Parks and Recreation employee that has approval authority for specific programs, including but not limited to the financial officer, reservations program manager, information technology resource manager, development bureau chief, human resource officer, registration program manager, recreation bureau chief, natural resource program manager, state and federal grants manager, park manager, region managers, operations administrator, management services administrator, communications manager, public information officer, and Director.

Volunteer: persons who live or work in the park as campground hosts, provide education programming, assist with maintenance tasks, or otherwise donate their time and unique skills or talents to the Department.

4.2 Board-Approved Fees

Statewide fees go through the IDAPA process where maximum fee levels are proposed by the Board and approved by the Legislature. All fees listed in <u>IDAPA 26.01.20.225.02</u> are maximum fees unless otherwise stated. The Board sets the actual approved fees annually. Specific facility use fees will be set by the Board and posted onsite.

4.3 Considerations in Setting Fees

The payment of fees should be viewed as a statement of partnership between visitors and the Department to promote stewardship of park and recreation resources and provide reasonable access to those resources.

- The Board should carefully consider and evaluate proposed changes to fees. The Board will
 consider, but not be limited to, the following criteria in setting fees: Persons who benefit
 directly from state park and recreation facilities and services should pay a greater portion
 of the costs.
- 2. Park and recreation use fees and charges should be designed and administered on the basis of the best available knowledge of the costs of providing visitor facilities and services and the impacts of visitors on resources. This includes the life cycle cost of facilities (i.e. acquisition, development, maintenance, and operation.)
- 3. Revenue created through all programs should help to support the mission of those programs and the agency.
- 4. Fees and charges represent only a portion of the revenues needed to develop, operate, and maintain a state park and recreation system, and are not a substitute for the state's investment in the Department.
- 5. Revenues from fees and charges should be shared across the park system.
- Development and administration of user fees and charges should be accompanied by improvements in cost control, operational efficiency, use of partnerships, and accountability.
- 7. Fees and charges should be based, at least partially, on a consideration of market demand and impacts on local communities.
- 8. Program managers should be authorized and encouraged to administer user fees and charges with local opportunities and constraints.
- 9. Management of use to protect park and recreation resources and enhance the quality of the visitor and user experience is a legitimate goal of fee programs and a legitimate use of fee revenue.

4.4. General Fee Waivers and Discounts

Disabled Veteran. Motor vehicle entrance fees and all campsite fees, regardless of campsite type, are waived for Idaho resident veterans that meet the eligibility requirement of 100% permanent and total service-related disability. The Veteran is responsible to pay the reservation fee; the cancellation fee may be waived.

The Department will accept either of the following forms of verification:

- A veteran's administration letter confirming that the veteran's disability is 100% permanent and total service related.
- A disabled veteran license plate on their vehicle that has been issued by Idaho transportation department.

Upon receiving the verification, the Department will issue a lifetime identification card. The veteran will need to show the lifetime identification card upon entering the park.

Tax-Exempt License Plates. Motor vehicle entrance fees are waived for vehicles displaying tax-exempt license plates or operating under the contract with a public agency eligible for tax- exempt license plates.

Senior Citizens. Pursuant to <u>Idaho Code §67-4223</u> and at the discretion of the Director the Department may provide a senior discount of up to a maximum of 50% of the applicable camping fee

Limited Income. Idaho residents showing proof of limited income (Medicaid card or other evidence approved by the Board) may receive a camping fee discount of \$4.00 per day.

Members of Native American Tribes. With appropriate identification, Native American tribe members receive free motor vehicle entrance fees.

Existing Cabin, Float Home, and Moorage Lessees. Existing cabin, float home, and moorage lessees are exempt from paying motor vehicle entrance fees.

4.5. Department Employee Discounts

Camping and Lodging. All full-time and 9-month classified, permanent employees and Board members will be allowed discounted camping, lodging and entrance fees in all of the Department campsites and facilities for personal use. All employees and Board members who use the discount for personal use will need to make their reservations no earlier than 14 days prior to arrival so as to not displace paying customers. The discounted employee or Board member will be responsible for payment of any applicable cleaning services associated with that stay as well as reservation fees.

Group Camp(s) & Event Locations

Group camps, such as Kokanee Cove, Lionhead, Twin Peaks among others may be available to all full-time permanent employees and Board members at a discounted rate depending on the seasonality of the group facility and anticipated demand. The discounted employee or Board member will be responsible for any direct costs including payment for cleaning services as well as reservation fees, trash collection, etc. Discounted rates shall be no more than 15% of the rate or be booked prior to the booking window for the facility.

Discounts for employees and Board Members during Peak season for Group Camp and Event Locations shall not apply. Employees who want to take advantage of employee discount will need to contact the reservation program manager to make all reservations and any modifications. Employees will only be allowed one group facility annually.

The cleaning and reservation fees do not apply if the employee or Board Member is using the facilities for work related matters.

Annual Motor Vehicle Entrance Fee Stickers. The Department will provide an annual motor vehicle entrance fee sticker to all full-time, permanent state park employees and Board members. The Department will also issue motor vehicle entrance fee stickers to volunteers and seasonal employees who are expected to contribute 100 hours or more of service that calendar year.

4.6. Lifetime Pass

The lifetime pass may allow free overnight stays in all the Department camping and facilities (excluding Group Camps and Event Locations). The lifetime pass holder reservation must not be made earlier than 14 days prior to arrival so as to not displace paying guests. The lifetime pass holder will be responsible for the cleaning and reservation fee costs. Lifetime pass holders shall call the reservation program office to make all reservations and any modifications associated with their stay.

4.7 Group Use Damage Deposit Fee

The Department group use damage deposit fee cap is \$2,500. Each park manager will establish a minimum group use damage deposit fee based on the particulars of each facility. Upon finding that no damage occurred beyond normal wear-and-tear, the Department will return the deposit.

4.8 Reduced Occupancy Discount

The Reservation Program Manager has the authority to reduce the overnight fee no more that 50% for underutilized individual campsites or facilities.

5. Revision History:

- 1. Supersedes Board policies *OPE. 4:98 Revenue Generation Policies; OPE. 5:01, 05, 08, 11 Fee Waivers and Discounts; OPE. 5:10-12 Documentation of Board-Approved Fees; ADM. 9:75, Free Camping and Entrance Fee; ADM. 9(a): 81 Day Pass Waived; ADM. 9(b): 86, 03, 08 Annual Passes for RV Advisory Committee; OPE. 5:13 Group Use Damage Deposit Fee, and ADM. 9(c):08, 10 Annual Passes for Volunteers.*
- 2. Revised by PS&ES on 10/17/2016. Moved to new format, combined sections, edited for detail and clarity, and modified lifetime pass and employee discounts.
- 3. Approved by Board on 2/8/2017.
- 4. Amended by Board on xxxx

6. References:

- 1. IDAPA Rule 26.01.20.225.02
- 2. <u>Idaho Code §67-4223</u>
- 3. Policy 3030: Service Recognition
- 4. Policy 4015: Fee Table
 - a. <u>IDAPA 26.01.10</u>
 - b. <u>IDAPA 26.01.20</u>
 - c. <u>IDAPA 26.01.36</u>

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POLICY 4010 REDLINES



Fees

Effective date: xxx3/4/2017

Policy #: 4010

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1. Purpose:

The purpose of this policy is to articulate the criteria to consider in setting fees, to provide details on various fee waivers and discounts, and to document the current fees established by the Board as documented in *Policy 4015: Fee Table*.

2. Scope:

All Department employees are expected to comply with—and will be held accountable to—the standards in this policy.

3. Responsibility:

The operations administrator Reservations and Registrations Program Manager is the owner of this policy and is responsible for bringing forward any proposed fees to the Board. The owner is responsible for reviewing and updating the policy to reflect current laws, needs, and strategic initiatives. The Board must approve any changes to this policy.

4. Standards and Procedures:

4.1. Definitions

Board: The Idaho Park and Recreation Board.

Department: The Idaho Department of Parks and Recreation.

Director: The Idaho Department of Parks and Recreation Director or designee.

Employee: A person employed by the Department. For the purposes of this policy, the term does not *Include volunteers.*

IDAPA: Idaho Administrative Procedures Act.

Program Manager: The Idaho Department of Parks and Recreation employee that has approval authority for specific programs, including but not limited to the financial officer, reservations program manager, information technology resource manager, development bureau chief, human resource officer, registration program manager, recreation bureau chief, natural resource program manager, state and federal grants manager, park manager, region managers, operations administrator, management services administrator, communications manager, public information officer, and Director.

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Fees Page 2

Volunteer: persons who live or work in the park as campground hosts, provide education programming, assist with maintenance tasks, or otherwise donate their time and unique skills or talents to the Department.

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4.2 Board-Approved Fees

Statewide fees go through the IDAPA process where maximum fee levels are proposed by the Board and approved by the Legislature. All fees listed in IDAPA 26.01.20.225.02 are maximum fees unless otherwise stated. The Board sets the actual approved fees annually. Specific facility use fees will be set by the Board and posted on-site. See Policy 4015: Fee Table for the complete list of Board approved fees.

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4.3. Considerations in Setting Fees

Visitor and user perceptions are shaped by the value they perceive they achieve through paying parl and program fees. The payment of fees should be viewed as a statement of partnership between visitors and the Department to promote stewardship of park and recreation resources and provide reasonable access to those resources.

- The Board should carefully consider and evaluate proposed changes to fees. The Board will
 consider, but not be limited to, the following criteria in setting fees: Persons who benefit
 directly from state park and recreation facilities and services should pay a greater portion
 of the costs.
- Park and recreation use fees and charges should be designed and administered on the basis of the best available knowledge of the costs of providing visitor facilities and services and the impacts of visitors on resources. This includes the life cycle cost of facilities (i.e. acquisition, development, maintenance, and operation.)
- 3. Revenue created through <u>all parks or recreation bureau</u> programs should help to support the mission of those programs <u>and the agency</u>.
- 4. Fees and charges represent only a portion of the revenues needed to develop, operate, and maintain a state park and recreation system, and are not a substitute for the state's investment in the Department.
- 5. The design of a program of fees and charges should be clearly linked to specific purposes (e.g. resource maintenance and protection, visitor facilities, and services, revenue generation) so as to guide its implementation.
- 6.5. Revenues from fees and charges should be shared across the park system.
- 7-6. Development and administration of user fees and charges should be accompanied by improvements in cost control, operational efficiency, use of partnerships, and accountability.
- There should be a strong and visible links between the fees and charges paid by visitors and
 users and the quality of services and benefits received in return. High quality facilities and
 their continued reliability are more important than price alone.
- 9-7. Fees and charges should be based, at least partially, on a consideration of private sector market demandfees and charges and impacts on local communities.

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10.8. Program managers should be authorized and encouraged to administer user fees and charges with sensitivity to local opportunities, constraints, and issues of social equity, and constraints.

11.9. Management of use to protect park and recreation resources and enhance the quality of the visitor and user experience is a legitimate goal of fee programs and a legitimate use of fee revenue

The Department should conduct a continuing evaluation program to monitor and analyze the cost effectiveness of user fees and charges.

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4.4. Proposed Change to Maximum Allowed Fees

Changes to the maximum fees and charges allowed through IDAPA must be promulgated through the Administrative Procedures Act process.

4.5.4.4. General Fee Waivers and Discounts

Disabled Veteran. Motor vehicle entrance fees and all campsite fees, regardless of campsite type, are waived for Idaho resident veterans that meet the eligibility requirement of 100% permanent and total service-related disability. <u>-The Veteran is responsible to pay the reservation fee; the cancellation fee may be waived.</u>

The Department will accept either of the following forms of verification:

- A veteran's administration letter confirming that the veteran's disability is 100% permanent and total service related.
- A disabled veteran license plate on their vehicle that has been issued by Idaho transportation department.

Upon receiving the verification, the Department will issue a lifetime identification card. The veteran will need to show the lifetime identification card upon entering the park.

Tax-Exempt License Plates. Motor vehicle entrance fees are waived for vehicles displaying tax-exempt license plates or operating under the contract with a public agency eligible for tax- exempt license plates.

Senior Citizens. Pursuant to $\underline{\text{Idaho Code }\$67\text{-}4223}$ and at the discretion of the Director the

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Department may provide <u>__at selected under_utilized locations and times</u>, a senior discount of up to a maximum of 50% of the applicable camping fee.

Limited Income. Idaho residents showing proof of limited income (Medicaid card or other evidence approved by the Board) may receive a camping fee discount of \$4.00 per day.

Members of the Nez Perce and Coeur d'Alene Tribes. With appropriate identification, Nez Perce, and Coeur d'Alene tribe members receive free motor vehicle entrance fees.

<u>Members of Native American Tribes.</u> With appropriate identification, Native American tribe members receive free motor vehicle entrance fees.

Existing Cabin, Float Home, and Moorage Lessees. Existing cabin, float home, and moorage lessees are exempt from paying motor vehicle entrance fees.

4.5. Department Employee Discounts

Camping and Lodging. All full-time and 9-month classified, permanent employees and Board members will be allowed discounted free-camping, lodging-and entrance fees in all of the Department campsites and facilities for personal use. All employees and Board members who use the employee discount for personal use camping-will need to make their reservations no earlier than 1430 days prior to arrival so as to not displace paying customersguests. In addition to this, the discounted individual employee or Board member will be responsible for reimbursement payment of any applicable cleaning services associated with that stay as well as reservation feescosts. Employees who want to take advantage of employee discounted camping will need to call the reservation program to make all reservations and any modifications associated with their stay.

Group Camp(s) & Event Locations

Group camps, such as Kokanee Cove, Lionhead, Twin Peaks among others may be available to all full-time permanent employees and Board members at a discounted rate depending on the seasonality of the group facility and anticipated demand. The discounted employee or Board member will be responsible for any direct costs including payment for cleaning services as well as reservation fees, trash collection, etc. Discounted rates shall be no more than 15% of the rate or be booked prior to the booking window for the facility.

<u>Discounts for employees and Board Members during Peak season for Group Camp and Event Locations shall not apply. Employees who want to take advantage of employee discount will need to contact the reservation program manager to make all reservations and any modifications.</u>

Employees will only be allowed one group facility annually.

The cleaning and reservation fees do not apply if the employee or Board Member is using the facilities for work related matters.

Annual Motor Vehicle Entrance Fee Stickers. The Department will provide an annual motor vehicle entrance fee sticker to all full-time, permanent state park employees and Board members. The Department will also issue motor vehicle entrance fee stickers to volunteers and seasonal employees who are expected to contribute 100 hours or more of service that calendar year.

4.7.4.6. Committee Member and Lifetime Pass Discounts

Annual Motor Vehicle Entrance Fee Stickers for RV Advisory Committee Members. The Department will issue annual motor vehicle entrance stickers to the RV Advisory Committee members and will allow two nights free camping per visit to a state park, provided there is space available and paying guests are not displaced. Thereafter, the regular campsite fee will be imposed.

Lifetime Pass Holders. The lifetime pass may allow allows free overnight stays camping in all of the Department campsites, camper cabins, and yurts camping and facilities (excluding Group Camps and Event Locations). The lifetime pass holder reservation must not be made earlier than 30-14 days prior to arrival so as to not displace paying guests. The lifetime pass holder will be responsible for the cleaning and reservation fee costs. Lifetime pass holders shallwill call the reservation program office to make all reservations and any modifications associated with their stay. See also the lifetime pass provision under Policy 3030: Service Recognition.

4.<u>78</u>____Group Use Damage Deposit Fee

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The Department group use damage deposit fee cap is \$2,500. Each park manager will establish a minimum group use damage deposit fee based on the particulars of each facility. Upon finding that no damage occurred beyond normal wear-and-tear, the Department will return the deposit.

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4.89 Reduced Occupancy Discount

The Reservation Program Manager has the authority to reduce the overnight fee no more that 50% for underutilized individual campsites or facilities.

5. Revision History:

 Supersedes Board policies OPE. 4:98 Revenue Generation Policies; OPE. 5:01, 05, 08, 11 Fee Waivers and Discounts; OPE. 5:10-12 Documentation of Board-Approved Fees; ADM. 9:75, Free Camping and Entrance Fee; ADM. 9(a): 81 Day Pass Waived; ADM. 9(b): 86, 03, 08 Annual Passes for RV Advisory Committee; OPE. 5:13 Group Use Damage Deposit Fee, and ADM. 9(c):08, 10 Annual Passes for Volunteers.

- 2. Revised by PS&ES on 10/17/2016. Moved to new format, combined sections, edited for detail and clarity, and modified lifetime pass and employee discounts.
- 3. Approved by Board on 2/8/2017,
- 3.4. Amended by Board on xxxx

6. References:

- 1. <u>IDAPA Rule 26.01.20.225.02</u>
- 2. <u>Idaho Code §67-4223</u>
- 3. Policy 3030: Service Recognition
- 4. Policy 4015: Fee Table
 - a. <u>IDAPA 26.01.10</u>
 - b. <u>IDAPA 26.01.20</u>
 - c. <u>IDAPA 26.01.36</u>

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□ IDAPA RULE □ BOARD POLICY □ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Parks and Recreation Quarterly Board Meeting
November 4, 2025
Twin Peaks Guest Ranch
199 Twin Peaks Ranch Road
Salmon, ID 83467

AGENDA ITEM: 2026 Meeting Date & Locations

ACTION REQUIRED: Board Action Required

PRESENTER: Susan Buxton, Director

BACKGROUND INFORMATION:

The Board has historically set the next year's quarterly meeting dates and locations each November (the last meeting of the year). Attached is a list of suggested meeting locations based on development projects at nearby parks as well as past Board meeting locations. These are subject to changes by the Director.

STAFF RECOMMENDATIONS:

Staff recommends the Board consider proposed meeting dates and locations.

IDPR 2026 PROPOSED BOARD MEETING MONTHS & LOCATIONS

February 2026	Boise, ID	Legislative Session
May 2026	McCall - Cascade, ID	Ponderosa, Kokanee Cove
		and Tamarack Marina
August 2026	Burley, ID	Castle Rocks
November 2026	Coeur d'Alene, ID	Region Office

PAST BOARD MEETING LOCATIONS

2023	Boise, Challis, Lewiston, McCall/Cascade	Bruneau Dunes, Challis Hot Springs, Jet Boat Tour, Ponderosa, Kokanee Cove
2024	Boise, CDA, Island Park, CDA	Eagle Island Construction Tour, Heyburn Marinas, Harriman, Ashton Visitor's Center
2025	Boise, Orofino, Lava Hot Springs, Salmon	Winchester, Dworshak Reservoir Tour, Bear Lake Tour, Twin Peaks newly acquired park