# **IDAHO DEPARTMENT OF PARKS & RECREATION**

"To improve the quality of life in Idaho through outdoor recreation and resource stewardship"

# Quarterly Board Meeting May 3-4, 2023 Living Waters Ranch 3599 Garden Creek Rd Challis, ID 83226

Zoom Meeting Link: https://us02web.zoom.us/j/89019530225?pwd=TTY3U0F4cnYybEVYU1BNcFBZZWc0dz09

Meeting ID: 890 1953 0225 Passcode: 351514

### AGENDA

Wednesday, May 3, 2023

11:00 A.M. (MST) Challis Hot Springs Rededication and tours 6:30 P.M. (MST) Board/Staff Dinner at Living Waters Ranch

### Thursday, May 4, 2023

Periodic breaks and lunch will be taken during the meeting at the discretion of the Chairman

- 8:30 A.M. (MST) Call to Order Chairman Beckley
  - o Roll Call
  - Welcome and Introductions Chairman Beckley and Director Buxton
  - o Additions or Deletions to the Printed Agenda
- Consent Agenda Action Item
  - Approval of Minutes
    - February 8, 2023
    - March 13, 2023
    - April 6, 2023
- Director's Report Information Only Director Buxton
- Grant Approvals Action Item Kathy Muir
- FY 2025 Draft Budget Information Only Steve Martin
- CIP Priority Discussion Information Only Adam Zaragoza, Melanie Schuster
- Ashton-Tetonia Trail Visitor Center Action Item Adam Zaragoza
- Quitclaim Deed from Idaho State Building Authority/Billingsly Creek Action Item Adam Zaragoza, Heidi Burks
- Policy 8030 and 7080 Revisions Action Item Adam Zaragoza
- Park/Challis Hot Springs Naming Action Item Director Buxton
- Alcohol Ban-McCall Information Only Theresa Perry, Troy Elmore
- Tamarack Alcohol TCE Action Item Theresa Perry, Troy Elmore
- Program Reports / Staff will Stand for Questions
- Old/New Business
- Public Comment

\* Under authority of Idaho Code 74-206. Executive sessions -- When authorized. (1) An executive session at which members of the public are excluded may be held, but only for the purposes and only in the manner set forth in this section. The motion to go into executive session shall identify the specific subsections of this section that authorize the executive session. There shall be a roll call vote on the motion and the vote shall be recorded in the minutes. An executive session shall be authorized by a two-thirds (2/3) vote of the governing body. An executive session may be held:

(b) "To consider the evaluation, dismissal or disciplining of or to hear complaints or charges brought against a public officer, employee, staff member or individual agent or public-school student."

(c) "To acquire an interest in real property not owned by a public agency."

(f) "To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement."

- Executive Session\* Action Item
  - o (b) Personnel
  - o (c) Interest in real property
  - o (f) Litigation
- ADJOURN

This agenda is subject to change in accordance with the provisions of the Idaho Open Meeting Law. Items may be addressed in a different order than appears on this agenda. Individual items may be moved from one place on the agenda to another by the Board. Time frames designated on this agenda are approximate only. The Board will continue its business in the event that an agenda item is resolved in less than the allotted time.

# **IDAHO DEPARTMENT OF PARKS & RECREATION**

"To improve the quality of life in Idaho through outdoor recreation and resource stewardship"

# Quarterly Board Meeting February 8, 2023 IDPR Headquarters 5657 E. Warm Springs Ave. Boise, ID 83716

Zoom Meeting Link: https://us02web.zoom.us/j/82547569935?pwd=S1JGTHpuZmlIM2swTkh1ZG9TRmVHZz09

Meeting ID: 825 4756 9935 Passcode: 563511

### MINUTES

# Wednesday, February 8, 2023

Call to Order - Chairman Beckley called the meeting to order at 9:00am and requested a roll call.

- Chairman Beckley Present
- Board Member Fatkin Present
- Board Member Black Present
- Board Member Roach Present
- Board Member Eastwood Present

Also present during all or portions of the meeting either in person or on the phone were the following individuals:

- Susan Buxton, Director
- Troy Elmore, Operations Division Administrator
- o Adam Zaragoza, Management Services Administrator
- Kathy Muir, Grant Manager
- o Tami lasonides, Management Assistant
- David White, North Region Bureau Chief
- Craig Quintana, Public Information Officer
- Dave Claycomb, Rec Bureau Chief
- Debbie Hoopes, HR Officer
- Joy Vega, Deputy Attorney General
- Steve Martin, Financial Officer
- o Ron Jenks, Park Manager
- Surat Nicol, Park Manager
- Heidi Burks, Contracts Officer
- o Seth Hobbs, Registration and Reservation Program Manager
- o Chris Zajchowski, Assistant Professor/Parks, Tourism, and Recreation Ecology U of I
- o Nathan Blackburn, Park Manager
- Steve Gustafson
- Charlie Bryan
- o JT More
- o Ryan Neptune
- o Jim Balch

- o Matt Germino
- Emme Tulloch
- o Lorna Hammond
- Liz Conner

# Welcome and Introductions / Chairman Beckley and Director Buxton

Chairman Beckley and Director Buxton welcomed everyone to the meeting.

#### Additions or Deletions to the Printed Agenda

The Chairman asked if there were any additions or deletions to the printed agenda. Director Buxton requested to move the avalanche training to after the executive session.

Mr. Roach moved to have the avalanche training after the executive session rather than in the middle of the meeting. Motion was seconded by Mr. Eastwood. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

<u>Consent Agenda</u> Approval of Minutes December 22, 2022.

Mr. Black moved to approve the minutes as written. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

# Director's Report & Legislative Update

Director Buxton reported on the following topics:

• Budget

Provided a brief update on the budget and deferred maintenance.

Legislation

Provided a brief update on current legislation and what is to come with regards to the remainder of the legislative session. We have been providing a lot of background information on what we do, keeping legislators informed on IDPR.

• Introduction

Director Buxton introduced and welcomed Chris Zajchowski, as our shared Professor with U of I, he will act as a consultant on outdoor recreation issues for IDPR providing research and academic expertise.

• Change in Employee Compensation (CEC) Pay Plan

The CEC committee put together a report for recommendation for salary adjustments across the state to bring salaries to a more comparable rate. This year they recommended a 4% increase statewide.

# 5020 Policy Update

Ms. Muir provided information on the policy update to add "motorized" to the boating category of the policy language.

# Mr. Fatkin moved to update Policy 5020 to add "motorized" to the boating category. Motion was

seconded by Mr. Black. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

# Moorage Fee Public Hearing

Mr. Hobbs provided information and a staff recommendation for moorage fees for the 2023 boating season at Dworshak, Hells Gate, Heyburn and Lucky Peak State Parks as all of these parks operate marinas.

Chairman Beckley opened the public hearing to those in person then those present via zoom who wished to speak on the subject at 9:37am.

- <u>JT More, Slip holder</u> Mr. More voiced his concerns about the fee increase and the methods of comparison used in determining the rate of increase. Mr. More is worried that raising the prices while decreasing the experience is deterring from what IDPR is trying to accomplish, based on our mission.
- <u>Charlie Bryan, 20-year Spring Shores Renter</u> Mr. Bryan voiced his concerns about the amount of the fee increase and the comparable used. He feels that the location of Spring Shores is not the same as others and the comparison in the feasibility study is not fair. He would like consideration be given to those individuals who have supported the Marina for so long. Mr. Bryan also suggested that a senior discount be given.
- <u>Matt Germino, Slip Renter</u> Mr. Germino stated that he feels that the report provided has many flaws. He disagrees that the marinas used compare. Mr. Germino questions whether there are other options or if there is a way that IDPR could adjust revenue, such as charge for ramp use, rather than raise cost.
- Jim Balch, Boat/Slip User Mr. Balch\_voiced his concerns over safety at Lucky Peak as well as boat damage from wake boats.
- <u>Alex Hammond, Slip Owner</u> Mr. Hammond voiced his concerns about the yearly rates for a marina that isn't usable for part of the year, the marina is closed from October March.
- <u>Chad Kluender, Slip Owner</u> Mr. Kluender has concerns about what he sees as a flawed comparison.
- <u>Phil Lambpert, Longtime User at Heyburn SP</u> Mr. Klender is concerned about what he feels is an exorbitant rate increase in comparison to other boat slips that operate year-round. He feels that the prices should be fair all around the state, not increasing one park more than another.
- <u>S. Baker</u> Mr. Baker agrees with the others in their concern with comparing Spring Shores to areas such as McCall. He doesn't feel they are comparable.
- <u>Larry Laxson, Valley County</u> Mr. Laxson stated that the same concerns and conversations are happening in Valley County.

Chairman Beckley closed the public hearing at 10:16am.

Staff and Board provided further clarification on the need for fee increases. It is necessary in order to pay for ongoing maintenance and improvements. Board members discussed the option to spread out the increase and spread it over a three-year period rather than all at once. They also discussed the difficulties in having every variable to compare in a rate study.

Mr. Black moved to increase Idaho State Park annual moorage rental fees as recommended by 8% as described over a three-year period, including a CPI increase. Motion was seconded by Mr. Fatkin. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

### **EBL Boise Zip Assignment**

Mr. Elmore provided information on the modification of Section 7 of Concession Agreement 001-EAG-SLC-020415 and authorization of the assignment from EBL Boise, LLC to Gateway Parks. Mr. Steve Gustafson (EBL Boise, LLC) provided information on what led to him entering into a letter of intent with Mr. Ryan Neptune (Gateway Parks) and provided steps taken in order to fulfill the State's requests. He stated that both he and Gateway Parks have fulfilled the requirements. Mr. Neptune spoke of his plans to continue to employ students and provide full-time jobs to the community. He stated that his staff is already running a zipline, therefore already have insurance and other things in place.

Mr. Roach moved to approve the application of assignment to consent and allow EBL to assume the agreement to Gateway Parks. Motion was seconded by Mr. Black. The Chairman asked for further discussion, hearing none, the Chairman called for a roll call vote on the motion.

- Chairman Beckley Yes
- o Board Member Fatkin Yes
- Board Member Black Yes
- Board Member Roach Yes
- o Board Member Eastwood Yes

Motion carried.

### Park Naming/Policy 8030

Mr. Zaragoza provided an update on the progress of the revisions to Policy 8030 and 7080 Naming Conventions and Sponsorships. Mr. Zaragoza provided information on the suggested changes; the Board should have authority to name new parks, 5-year time frame before commemoration of a monument.

#### Challis Hot Springs

Director Buxton provided information on the acquisition of Hammond Hot Springs property. The property will become part of Land of the Yankee Fork State Park.

Mr. Black moved to accept the property as real property and authorize the Director to sign all documents necessary to complete the property acquisition. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a roll call vote on the motion.

- Chairman Beckley Yes
- Board Member Fatkin Yes
- o Board Member Black Yes
- Board Member Roach Yes
- o Board Member Eastwood Yes

Motion carried.

# Heyburn Specific Pass to Address Overnight Use at Float Homes

Mr. White provided background information on Heyburn Park specific annual passes and asked the Board to approve their sale to leaseholders and their families for \$80.

#### Mr. Roach moved to approve the sale of the Heyburn State Park Specific Annual Pass to Heyburn lease

holders for their family and friends at a cost of \$80 per year to cover the cost of MVEF and overnight use. Motion was seconded by Mr. Fatkin. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

# Program Reports

Chairman Beckley asked if there were any questions on the Program Reports program reports provided. Hearing none, he moved to the next agenda item.

# Recognition and Thank You for Service to Idaho Department of Parks and Recreation

Director Buxton thanked Board members Pete Black and Doug Eastwood for their service to IDPR and the Board.

# Public Comment

Lorna Hammond thanked IDPR and everyone involved for their help in the Hammond property acquisition.

# **Executive Session**

Chairman Beckley announced that no executive session will be held.

# **Avalanche Training**

Mr. Claycomb provided a background on the Avalanche Training Program. Avalanche training and participation will take place after the meeting is adjourned.

The meeting was adjourned at approximately 2:00 PM.

Chairman Brian Beckley Idaho Park and Recreation Board Susan E. Buxton, Director Idaho Department of Parks and Recreation

# **IDAHO DEPARTMENT OF PARKS & RECREATION**

"To improve the quality of life in Idaho through outdoor recreation and resource stewardship"

# Special Meeting Idaho Department of Parks and Recreation Board 5657 Warm Springs Ave Boise, ID 83716 March 13, 2023 10:30 A.M. MT

Zoom Meeting Link: https://us02web.zoom.us/j/82499136101?pwd=TnFjSFNIMUZIemhFOUhGcDNuQU45dz09

Meeting ID: 824 9913 6101 Passcode: 807270

### MINUTES

Monday, March 13, 2023

Call to Order - Chairman Beckley called the meeting to order at 10:30am and requested a roll call.

- o Chairman Beckley Present
- o Board Member Cooke Present
- o Board Member Fatkin Present
- o Board Member Manning Present
- o Board Member Roach Present
- o Board Member Roady Present

Also present during all or portions of the meeting either in person or on the phone were the following individuals:

- o Susan Buxton, Director
- o Tami lasonides, Management Assistant
- o Chris Zajchowski, Assistant Professor/Parks, Tourism, and Recreation Ecology U of I
- David White, North Region Bureau Chief
- Keith Jones, Natural Resources Manager
- o Craig Quintana, Public Information Officer
- o Dave Claycomb, Rec Bureau Chief
- o Joy Vega, Deputy Attorney General
- o Steve Martin, Financial Officer
- Wallace Keck, Park Manager
- o John Seely, Park Manager Dworshak State Park
- Debbie Hoopes, HR Officer
- Phoebe Wallace, Program Supervisor
- o Chelsea Chambers, Public Information Specialist
- o Melanie Schuster, Development Bureau Chief
- o Seth Hobbs, Registration and Reservation Program Manager
- o Bryan Griggs, Project Manager

# Welcome and Introductions / Chairman Beckley and Director Buxton

Chairman Beckley and Director Buxton welcomed everyone to the meeting. Director Buxton introduced Amy Manning, Chuck Roady, and Hugh Cooke as the new Board members.

# Additions or Deletions to the Printed Agenda

The Chairman asked if there were any additions or deletions to the printed agenda. No changes requested.

# **Overview of the Agency**

Director Buxton spoke about the new Board members' appointment and the confirmation that would happen that afternoon. The Director gave an overview of some of the items the Board needed to be familiar with; red name badges to be worn at the Capitol, timesheets and processes. Director Buxton explained that IDPR's Board is a governing Board and why that is significant. The Director gave a brief background on IDPR, reviewed the organizational chart as well as gave an overview of current legislation and budget. Director Buxton gave all staff in attendance an opportunity to introduce themselves and give a brief description of their department and duties.

# Effective Boards, Meetings, and Relevant Laws

Director Buxton provided a PowerPoint presentation on Effective Boards, Meetings, and Relevant Laws.

### Elect Vice-Chair

Chairman Beckley requested that the Board elect a vice-chair. Mr. Roach nominated Lou Fatkin for the position as a Senior Board Member as a good resource for all with great knowledge.

# Mr. Roach moved to elect Lou Fatkin as vice-chair of the IDPR Board. Motion was seconded by Ms. Manning. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

# Dworshak State Park Lease No. DACW68-1-23-02

Director Buxton provided background information on the Dworshak State Park lease and asked the Board to approve the lease and authorize her to sign.

Mr. Roach moved to approve the Dworshak State Park lease No. DACW68-1-23-02 and authorize the Director to sign. Motion was seconded by Mr. Roady. The Chairman asked for further discussion, hearing none, the Chairman called for a roll call vote on the motion.

- Chairman Beckley Yes
- Board Member Cooke Yes
- o Board Member Fatkin Yes
- Board Member Manning Yes
- Board Member Roach Yes
- o Board Member Roady Yes

Motion Carried.

Mr. Roach moved to adjourn the meeting. Motion was seconded by Mr. Fatkin. The meeting was adjourned at approximately 12:15 PM.

Chairman Brian Beckley Idaho Park and Recreation Board Susan E. Buxton, Director Idaho Department of Parks and Recreation

# **IDAHO DEPARTMENT OF PARKS & RECREATION**

"To improve the quality of life in Idaho through outdoor recreation and resource stewardship"

# Board Zoom Meeting Idaho Department of Parks and Recreation Board 5657 Warm Springs Ave Boise, ID 83716 April 6, 2023 10:00 A.M. MT

Zoom Meeting Link: https://us02web.zoom.us/j/85165803630?pwd=V2RnZjByUFNXZ2RKcUdKNTg5K3crdz09

Meeting ID: 851 6580 3630 Passcode: 181758

# MINUTES

#### Monday, April 6, 2023

Call to Order - Chairman Beckley called the meeting to order at 10:00am and requested a roll call.

- o Chairman Beckley Present
- o Board Member Cooke Present
- o Board Member Fatkin Present
- o Board Member Manning Present
- o Board Member Roach Present
- o Board Member Roady Present

Chairman Beckley wanted to clarify for the record the time discrepancy on the agenda related to meeting start times. The meeting time at the top of the agenda listed the meeting time as 10:00am and the body of the agenda inadvertently listed a start time of 10:30am. The meeting was scheduled to begin at 10:00am and started at that time.

# Additions or Deletions to the Printed Agenda

The Chairman asked if there were any additions or deletions to the printed agenda. No changes requested.

# FY24 Employee Compensation Plan Approval

Ms. Hoopes provided the background of the FY2024 CEC pay plan. Director Buxton added an overview of IDPR's current pay structure and how the legislature determines what to approve. Director Buxton also provided information on early implementation of the plan.

Ms. Manning moved to approve the FY2024 pay plan as presented with the understanding that there will be minor modifications driven by DHR/DFM prior to final approval and implementation and to make the payroll modifications as soon as possible. Motion was seconded by Mr. Roady. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

# **Director's Update**

Director Buxton reported on the following topics:

- Legislative Update Provided a budget overview and what is proposed, along with plans for utilizing the money. We have spent a lot of time educating on fees and passports. Provided an update on the bills that we currently have. We are finished with all legislative duties.
- **New Hire Update** Hired a new Park Manager from Wyoming with a lot of State Park experience. He starts in May.
- **Construction Priority** Described the CIP maintained by the Development Bureau and that addressing deferred maintenance is a priority.
- **Bear Lake MOU** Discussed the efforts to work on a MOU for OHV access at Bear Lake with IDL and the County.
- Andrus Center Panel Will be speaking on Outdoor Recreation on April 18, 2023.
- Attending RMSPEC April 18-21, 2023 This is a regional meeting of the National Association of Park Directors to be held in Newport, OR. The Ranger of the year, Bri Ford, will be invited, as are staff to participate in leadership and management trainings.
- Charlie Chase Memorial April 29, 2023 at Hells Gate State Park
- Board Meeting, Challis Hot Springs Rededication, Tour of Bayhorse, to be held May 3-4, 2023 in Challis, Idaho

# Challis Hot Springs Use Fees

Mr. Hobbs provided background information on updating the Policy #4015 Fee Table to include Challis Hot Springs. Director Buxton suggested that we add language to the Board motion to include that the fees will be temporary.

Mr. Fatkin moved to approve adding the Challis Hot Springs fee table to IDPR Policy #4015- Fee Table, as described. Fees will be temporary for the 2023 season. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried.

# **Executive Session**

Mr. Roach moved to go into Executive Session pursuant to Idaho Code 74-206 (b) to evaluate a public office.

The Chairman called for a roll call vote

- o Chairman Beckley Yes
- o Board Member Cooke Yes
- Board Member Fatkin Yes
- Board Member Manning Yes
- o Board Member Roach Yes
- o Board Member Roady Yes

Motion Carried.

The Board returned from Executive Session at 11:03 AM. No decisions were made during the Executive Session and no action taken in open session after the Executive Session.

The meeting was adjourned at approximately 11:03 AM.

Chairman Brian Beckley Idaho Park and Recreation Board Susan E. Buxton, Director Idaho Department of Parks and Recreation



# DIRECTOR'S REPORT – April 27, 2023

Susan Buxton

# 2023 Legislative Session

IDPR had several legislative matters this session. Our legislative bills were passed:

- H 103 was the recreational immunity bill that recognizes persons participating in outdoor recreation activities in Idaho State Parks are hazardous and recreational participants assume the risk. This legislation does not excuse IDPR from acting reasonably and IDPR would be liable for negligent or intentional acts that injure park visitors.
- S 1017 codified the remaining boating rules into statute and allowed 2-year stickers to be sold for off-highway vehicles and snowmobiles.
- H 211 provides a \$900,000 supplemental to the current FY 2023 budget for installation of utilities, access road, parking area, fenced storage yard, construction of a new maintenance building and staff housing facilities in Smelterville for the Trail of the Coeur d'Alenes.
- H 319 was the appropriation bill appropriating \$68,901,100 for the FY 2024 budget.
- S 1196 transfers \$85,000,000 from the General Fund to the FY 2023 Recreation Fund and an additional transfer of \$10,000,000 into the FY 2024 budget. These funds are for deferred maintenance (\$70,000,000), capital improvements and capacity (\$20,000,000) and a pilot project for collaboration with other state agencies and outdoor recreation stakeholders for additional access and capacity for outdoor recreation (\$5,000,000).
- S 1112 while this was not IDPR's original legislation, we supported its passage to protect Bear Lake by recognizing its uses for irrigation storage, power generation, flood control and recreation.

IDPR had a successful legislative session. Many thanks to the Governor's office, Legislators, our stakeholder friends, the Board and IDPR staff who helped message our needs.



Bear Lake Bill Signing



# **Budget Details**

- The State made the largest investment **ever** for IDPR and outdoor recreation with the FY 2024 and FY 2023 supplemental budgets.
- The combined, \$165 million dollar funding package comes in three budget bills that will dramatically improve and expand our facilities.
  - Our FY 2024 base budget bill provides 14 new positions to handle our continued, record visitation. Specifically:
    - New rangers at Massacre, Thousand Springs, Lake Walcott, Bruneau Dunes, and Three Island Crossing.
    - Administrative assistants at Bear Lake, Eagle Island and Lucky Peak.
    - Assistant managers at Lucky Peak and Coeur d'Alene's Old Mission.
    - Two new equipment operators to expand our Motorized Trail Program in the North and East regions. The program also includes funding for equipment.
    - A maintenance foreman and utility craftsman for a new East Region crew to provide better upkeep of our parks.
  - Other budget items include:
    - \$5 million for replacement vehicles and equipment.
    - \$485,000 to cover increased operational increases.
    - \$150,000 for increased seasonal pay.
    - \$58,600 to covert three part-time positions to full: the statewide coordinator in the Boating Program, and admin at Priest Lake and a ranger at Dworshak.
    - \$100,000 for a responsible off-highway vehicle campaign to encourage better behavior from riders.
    - \$375,000 for a new group shelter and vault toilet ("crapper" to David White, feel free to toast) at McCroskey.
    - \$880,000 for a new Lion Head entrance station at Priest Lake
  - Part of the new funding (\$5 million) is earmarked for cooperative projects between IDPR, the Idaho Department of Lands, the Idaho Department of Fish and Game, and other entities and stakeholders, who will be part of a new advisory group for the IDPR Board.
    - The aim is to provide new recreational opportunities with new agency and stakeholder partnerships:



• Improving roads and leases with private landowners could allow Idahoans better access and create more capacity for outdoor recreation.



Parks and Recreation Budget Legislation Signing

# **Farewell to Governor Batt**

Governor Batt passed away on March 4, 2023, Idaho Day, which was also his birthday. Governor Batt was an inspiring leader whose civic service to Idaho was legendary and will be felt for generations to come.





# **New Board Members**

Three new Board members were confirmed on March 13<sup>th</sup>. Congratulations and welcome aboard to Amy Manning, District 5, Hugh Cooke, District 2 and Chuck Roady, District 1. Thank you for agreeing to serve with us at IDPR.

# **Presentations and Trainings**

IDPR provided Certified Enforcement Officer (CEO) Training on March 27- April 5, here in Boise. This training for our field staff includes, but is not limited to: emergency response, deescalation training, criminal law training, citation writing, first aid and self-defense. For these

and other reasons, many of our staff are first responders and should be recognized as such with Idaho Code. I will work with DHR and the Governor's office to seek such legislation.



**CEO** Training

I attended the University of Idaho College of Natural Resources Advisory Board Meeting in Moscow on March 29<sup>th</sup>. It is an honor to be on this Board with Mike Roach, Chuck Roady and IDL Director, Dustin Miller. Meeting students will help our efforts with the new recreation professor we are cosponsoring with the University of Idaho.

# Agency/Stakeholder/Legislative Collaborations

I travelled with Troy Elmore to attend the Ashton-Tetonia Trail Community Presentation on April 3, 2023. Idaho Department of Parks and Recreation staff provided information about the benefits of rail trails to small town communities and upcoming projects happening on the Ashton-Tetonia Trail. We also were able to visit with many of the Harriman SP staff in the Jones House. There was an amazing amount of snow that obstructed the view of Henry's Fork. I always enjoy the chance to visit with our fantastic employees.

I had the privilege of taking three staff members of the Division of Human Resources (DHR) on tours of Bruneau Dunes SP, Three Island SP and Thousand Springs SP in mid-April. It is important for DHR to know the wide variety of employees that serve our parks and recreation programs. The daily challenges our rangers encounter are wide.



IDPR attends the Sportsmen shows throughout the State. We also sell registrations, discuss safety classes and Recreation and Park programming. Kudos to all IDPR staff who attend these to engage with recreationists.



Sportsmen's Show – Bri Ford and Kelsea Goettl

Parks and Recreation Tour with DHR

On April 17, 2023, Governor Little held a press conference at Hells Gate SP in Lewiston. It was an honor to have the Governor utilize the beautiful facility. Manager, Steve Kuskie and the Park staff were wonderful hosts.





# **IDL Recreational Lease Update**

Since that initial kickoff and beginning in March 2022, staff has been attempting to work with IDL on managing and monetizing recreation on endowment lands. There was positive momentum early on between the agencies, concepts developed on monetizing the endowment and site visits with agency leadership.

IDPR formally submitted a "Recreation Non-Commercial Lease" for Priest Lake to IDL, in an effort to move the partnership forward. At the request of IDL, IDPR followed up by providing additional revenue estimates to IDL staff on top of the base rate of \$1,000 to lease the area. We continue to work with IDL and the Governor's office to assist them with recreation use on lands IDL manages.

# **RMSPEC Conference**

The Rocky Mountain State Park Executive Conference was held in Newport, Oregon in April. These sessions provide education and training for leadership, tribal and community relations, restoration of historic buildings, effective interpretation and changing expectations and

technologies in outdoor recreation. I am so glad that Bri Ford, Tami Iasonides, Theresa Perry, Chelsea Chambers, David White, Troy Elmore and I we able to attend. Visiting Oregon's Coastal Parks was invigorating and provided new ideas plus a chance for our team to brainstorm.



RMSPEC in Newport, Oregon

Idaho will host the Rocky Mountain Region meeting in Couer d' Alene on May 14-16, 2024.





# Luma and HR Consolidation

The statewide Enterprise Resource Planning (ERP) system, called "Luma", is set to go live on July 1, 2023. Steve Martin, Fiscal Officer, and Debbie Hoopes, HR Officer, and their staffs continue to work with the Luma team at the State Controller's Office and with the Division of Human Resources, so IDPR can be as prepared and trained as best as possible for the transition. IDPR will transfer two FTPs, our HR Officer and our HR Specialist, to the Division of Human Resources at the fiscal year. These two employees will continue to be housed at our headquarters to ensure continuity of service, and we consider them as full members of the IDPR team.

# Upcoming Events

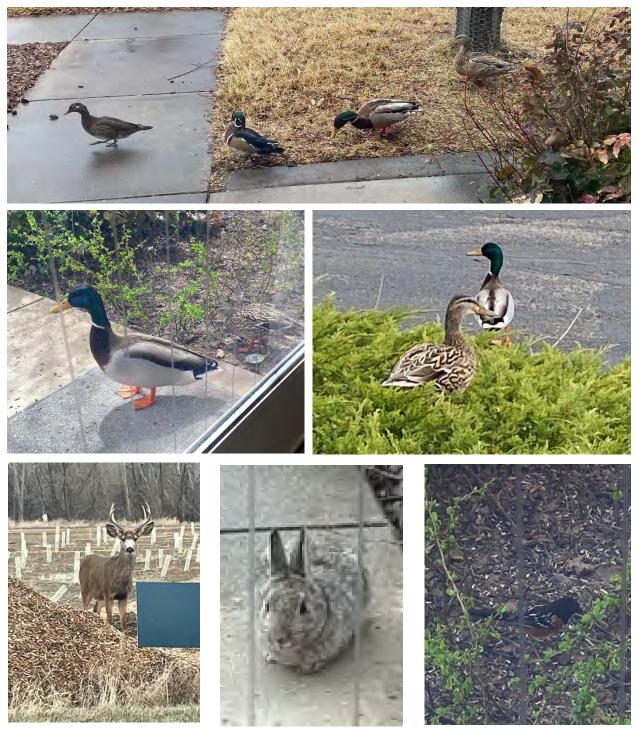
• IDPR's Quarterly Board meeting will be held in Lewiston, Idaho on August 16-17, 2023.



First Image from the new Telescope at Bruneau Dunes SP April 20, 2023



# Wildlife at IDPR Headquarters



# Fiscal Year 2024 GRANT APPLICATIONS FOR

Recreational Vehicle, Waterways Improvement Fund, Cutthroat Plate Fund, Off-Road Motor Vehicle Fund, Recreational Trails Program, Mountain Bike Plate Fund, Recreational Road & Bridge Fund, and Land and Water Conservation Fund



# **IDAHO DEPARTMENT OF PARKS AND RECREATION**

# **QUARTERLY BOARD MEETING**

MAY 3-4, 2023

Challis, ID



SUSAN E. BUXTON Director

BRAD LITTLE

Governor

#### Idaho Park and Recreation Board

Brian Beckley, Chair - District 3 | Chuck Roady - District 1 | Hugh Cooke - District 2 | Mike Roach - District 4 | Amy Manning - District 5 | Louis Fatkin - District 6

# MEMORANDUM

Date: April 12, 2013

To: Board Members

From: Kathy Muir, IDPR Grant Manager

Subject: Fiscal Year 2024 Grant Project Rankings

The advisory committees for the Land and Water Conservation Fund, Recreational Vehicle Fund, Waterways Improvement Fund, Off-Road Motor Vehicle Fund, and Recreation Trails Program recently met in Boise to discuss and rank grant applications. In addition, staff reviewed and ranked Road and Bridge grants. In the review process committee members utilized Board approved criteria, their knowledge of the areas involved, and input from IDPR staff to come to the conclusions reflected in the ranking sheet scores.

The attached criteria rating sheet shows the questions used to score projects.

Included in this packet are the agenda item summaries, advisory committee information, and program spreadsheets with the recommended funding lines. Please review the spreadsheets that show the projects in ranking order. If you have any questions regarding any specific projects or the process for scoring applications, do not hesitate to contact me any time.

# IDAHO DEPARTMENT OF PARKS AND RECREATION Grant Application Evaluation Criteria

Projec	t Name: Applicant:	
Rater:		
Credi 1.	<b>bility</b> Degree to which project reflects the purpose of the program or fund and benefits a full range of users contributing to the specific program fund.	0-10 pts.
Asses	ssment of Need	
2.	Degree of urgency due to potential resource damage, or health and safety concerns that may cause an opportunity to be lost if no action is taken.	0-10 pts.
3.	Degree to which the project creates new recreational opportunities not currently available in the area.	0-10 pts.
4.	Degree to which project is reflected as a user need in current comprehensive outdoor recreation plans or surveys.	0-10 pts.
Scop	e of Work	
5.	Degree of quality in project planning, design, organization, and coordination with IDPR staff and respective advisory committees.	0-10 pts.
6.	Degree of overall quality and importance of the project as demonstrated to the Advisory Committee.	0-10 pts.
	nitment	
7.	Degree to which applicant has committed to the ongoing maintenance of the facility or continuation of the service.	0-10 pts.
8.	Degree of matching funds from applicant and other applicant sources or investment in the project as demonstrated by the applicant.	0-10 pts.
9.	Degree of statewide user group support for the project.	0-10 pts.
Feasi	bility	
10	. Degree to which project costs are reasonable and accurate and relate to project benefits.	0-10 pts.
		TOTAL
Comm	nents	

NOTE: In reviewing recommendations of the Advisory Committees, the Idaho Park and Recreation Board retains the discretion to consider criteria, factors, or information other than the rating criteria considered by the Committee in awarding or denying the award of a grant.

# **RECREATIONAL VEHICLE (RV) ADVISORY COMMITTEE**

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

Term Length: Three (3) year term.

Appointed By: Park Board

Name	Address	Term	Representing
GARY DAGASTINE	208-773-9372 (h) 208-818-5491 (c/w) Use! gary@nwrecumbentcycles.com	<mark>2/2020 - 8/2023</mark>	District I
(Mr.) LYNN MOSS	208-791-5846 (c) slmoss1018@gmail.com	8/2018 - 8/2021 8/2021 - 8/2024	District II
JACOB CONNLEY	No Good Phone jakeconnley@yahoo.com	8/2021 — 8/2024	District III
JOHN HOWARD	208-861-3296 john@fallsbrand.com	8/2022 – 8/2025	District IV
GLEN POWELL	208-233-7651 (h) K9gp@hotmail.com	8/2021 – 8/2024	District V
KRISTINE STATEN	208-313-3551 statkis@gmail.com	8/2022 – 8/2025	District VI

# □ IDAPA RULE □ IDAPA FEE ⊠BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM:	FY2024 Recreational Vehicle (RV) Grants
ACTION REQUIRED:	Board Action Required

PRESENTER: Kathy Muir, Grant Manager

### PRESENTATION

#### BACKGROUND INFORMATION:

The State and Federal Grant Program has approximately \$4 million available in the Recreational Vehicle Program for the FY 2024 grants.

At their recent meeting in Boise on March 13, the RV committee discussed the 22 grant applications and rated them according to department criteria. The requests totaled \$3.2 million.

The priority-ranking sheet and committee recommendation are included in this packet. The committee recommends a minimum funding score of 50.

#### STAFF RECOMMENDATIONS:

Staff recommends that the Board approve the priority-ranking list, which will be used to fund projects in the ranked order for any project scoring above 50.

FY2024 RV Applications

Applicant Agency:	Application Title	Total	Ĩ	W%	Match		G%	Grant	Ong	Ongoing	Score
	Phase 2 - Stoddard Creek Campground Expansion, Dubois	_							_		
Caribou-Targhee N.F., Dubois R.D.	RD, CTNF	s	115,800.00 29 %	% 60		33,800.00 71 %	1%		-	82,000.00	78.2
City of Council	City of Council RV Dump Station	s	195,350.00	13 %	Ş	25,000.00 87 %	7%	\$ 170,350.00	00 \$	252,350.00	77.6
Sawtooth National Forest. Minidoka Ranger District	South Hills' Pettit Campground Improvements	Ş	81,722.06	17 %	s	14,162.75 8	83 %	\$ 67,559.31	31 \$	319,909.31	77.4
Bureau of Land Management - Salmon Field Office	McFarland Campground Water System Replacement	ş	39,080.00 23 %	23 %	Ş	9,180.00 77 %	× 1 %	\$ 29,900.00	\$ 00	349,809.31	76.8
Idaho County	Pittsburg Campground and Access Chip Seal Project	Ş	236,250.00 29 %	% 67	Ş	68,750.00 71 %	1%	\$ 167,500.00	30 \$	517,309.31	76.8
City of Leadore	Leadore City Park RV Campground Improvements	Ş	67,500.00	8%	s	5,250.00	92 %	\$ 62,250.00	30 \$	579,559.31	76.2
Valley County Parks and Recreation Dept.	Brush Creek Campground	s	69,316.00 26 %	26%	Ş	18,325.00 74 %	4 %	\$ 50,991.00	30 \$	630,550.31	76.0
Sawtooth National Forest, Fairfield Ranger District	Bear Creek Transfer Camp Improvements	ş	105,000.00 43 %	43 %	Ş	45,000.00 57 %	7%	\$ 60,000.00	\$	690,550.31	75.8
Ashton/Island Park 8.DUSFS	Ashton/Island Park RD Campground Improvements Part II	ŝ	240,260.00 17 %	17 %	ŝ	40,260.00	83 %	\$ 200,000.00	5 00	890,550.31	75.2
Valley County Parks and Recreation Dept.	Campground Lawn Mower	s	5,300.00 20 %	20 %	s	1,060.00 80 %	30 %	\$ 4,240.00	20 \$	894,790.31	74.2
City of Kuna	City of Kuna South Regional RV Dump - Meadowview	\$	1,145,000.00	41%	\$ 4	475,000.00	59 %	\$ 670,000.00	\$ 00	1,564,790.31	72.8
Carihou-Tarehee N.E Dubois B.D.	Stoddard Creek Dispersed Site Restroom, Dubois RD, CTNF	<del>ري</del>	60,400.00 17 %	17 %	Ş	10,400.00 83 %	33 %	\$ 50,000.00	00 \$	1,614,790.31	72.8
Bonneville County Parks and Recreation	2023 Juniper Campground Resealing	2-1	46,950.00 21 %	21%	s	10,000.00 79 %	79 %	\$ 36,950.00	00 \$	1,651,740.31	72.4
USDA Forest Service - Caribou-Targhee National Forest	Mike Harris Bridge Replacement	ŝ	588,390.00 5 %	5 %	Ş	30,390.00 95	<del>3</del> 5 %	\$ 558,000.00	00 \$	2,209,740.31	71.2
Rursau of Land Management-Challis Field Office	Upgraded Recreation Sites' Amenities Throughout the Challis Field Office	Ś	32,016.00	20 %	Ś	6,397.00	80 %	\$ 25,619.00	\$ 00	2,235,359.31	69.8
Bonner County Parks & Recreation	Garfield Bay Park	ŝ	37,700.00	19 %	s	7,100.00	81%	\$ 30,600.00		2,265,959.31	69.69
Fremont County Parks and Rec	Frome Park Picnic Tables and Fire Rings	Ş	32,250.00	20 %	Ş	6,450.00 80 %	30 %	\$ 25,800.00	\$ 00	2,291,759.31	68.6
	Nez Perce – Clearwater NF Developed Site Vault Toilet								-		(
Nez Perce - Clearwater National Forests	Replacement	ŝ	46,000.00	13 %	s	6,000.00	87 %	\$ 40,000.00	8	2,331,759.31	67.0
Nez Perce County	Nez Perce County Fair RV Upgrades Phase 1	Ş	734,975.00 7 %	7 %	ŝ	50,000.00 93 %	93 %	\$ 684,975.00	\$ 00	3,016,734.31	65.2
Jerome County	Supplemental to Rickett's RV Camp	Ş	47,300.00	11 %	Ş	5,000.00 89 %	89 %	\$ 42,300.00	00 S	3,059,034.31	54.6
FUNDING LINE											
Valley County Idaho	Clear Creek Campground Phase 1	ŝ	117,871.00 18%	18 %	s	21,000.00 82	82 %	\$ 96,871.00	\$ 00	3,155,905.31	48.2
Westside RD Caribou-Targhee National Forest	Westside RD Campground Fence Improvements Project	ŝ	136,875.00 7 %	7%	ŝ	9,375.00 93 %	93 %	\$ 127,500.00	00 \$	3,283,405.31	47.6

RV\_Scores-FINAL 2023.xlsx

# WATERWAYS (WIF) ADVISORY COMMITTEE

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

Term Length: Three (3) year term.

Appointed By: Park Board

Name	Address	Term	Representing
RAY PIPELLA	509-994-5976 (c) ray@wildrosepromotionsllc.com	8/2021 – 8/2024	District I
GREG DAWSON	208-827-0896 (c) gdawson1917@gmail.com	<mark>8/2020 - 8/2023</mark>	District II
SHAY WHITE	208-412-2833 Westernwhitehouserepair51@gmail.com	8/2021 – 8/2024	District III
KEVIN HORAK	208-650-9248 Khorak313@gmail.com	8/2021 – 8/2024	District IV
MARK PHILLIPS	208-317-4306 Bulldog306j@gmail.com	8/2022-8/2025	District V
KENT BATEMAN	208-715-1582 KSB1@blackfoot.net	8/2022 – 8/2025	District VI

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM:	FY2024 Waterways Improvement Fund (WIF) Grants

ACTION REQUIRED: Board Action Required

PRESENTER: Kathy Muir, Grant Manager

### PRESENTATION

#### BACKGROUND INFORMATION:

The State and Federal Grant Program has approximately \$1.8 million available in the Waterways Improvement Fund for the FY 2024 grants.

At their recent meeting in Boise on March 16, the WIF committee discussed 16 grant applications and rated them according to department criteria. The requests totaled \$2.4 million.

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

#### STAFF RECOMMENDATIONS:

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

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		Total	%W	Match	%5	Grant		Score (	County
Applicatic Agency:									
Idaho Department of Parks & Recreation Bear Lake North Beach Boat Ramp	Bear Lake North Beach Boat Ramp	\$600,000.00	70 %	\$ 420,000.00	30 %	\$180,000.00	\$180,000.00	76.00 0	76.00 04 – Bear Lake
	Celebration Park Snake River Boater								
Canyon County Parks	Improvements	\$459,270.00	18 %	\$ 81,632.00	82 %	\$377,638.00	\$557,638.00	73.50 14	L4 – Canyon
	Spokane Point - Lake CDA Dock							Ĩ	
Kootenai County Parks and Waterways	Replacement	\$166,320.00	30 %	\$ 50,000.00	70%	\$116,320.00	\$673,958.00	72.50 2	72.50 28 – Kootenai
	Boat Storage Facility	\$265,700.00	21%	\$ 55,000.00	% 6/	\$210,700.00	\$884,658.00	72.17	72.17 34 – Minidoka
	Bingham County Marine Patrol Boat and				-				
Bingham County Sheriff's Office	Trailer	\$100,000.00	50%	\$ 50,000.00	50 %	\$50,000.00	\$934,658.00	70.50	70.50 06 – Bingham
	RIGGINS PARK BOAT RAMP - PHS 3	\$347,000.00	11 %	\$ 38,500.00	% 68	\$308,500.00	\$1,243,158.00	68.67	68.67 25 – Idaho
	Coeur d'Alene 3rd Street Mooring Dock								
City of Coeur d'Alene Parks Department Replacement Project	Replacement Project	\$511,500.00	32 %	\$ 161,500.00	68 %	\$350,000.00	\$1,593,158.00	68.50	68.50 28 - Kootenai
Bonneville County Parks and Recreation Blacktail Boat Ramp Dock Replacement	Blacktail Boat Ramp Dock Replacement	\$93,631.00	43 %	\$ 40,000.00	57 %	\$53,631.00	\$1,646,789.00	68.33	<u>10 – Bonneville</u>
	2023 Bonneville County Sheriff's Office								
Bonneville County Sheriffs Office	Boat	\$150,000.00	27%	\$ 40,000.00	73 %	\$110,000.00	00.68/,05/,15 00.000,0115		allivanneville
Bonneville County Parks and Recreation Replace Bear Creek Destination	Replace Bear Creek Destination Dock	\$47,833.00	21 %	\$ 10,000.00	79 %	\$37,833.00	\$37,833.00 \$1,794,622.00		64.50 10 – Bonneville
FUNDING LINE									
USDA Forest Service	Priest Lake Work Barge	\$535,205.00	62 %	\$ 330,000.00	38 %	\$205,205.00	\$205,205.00 \$1,999,827.00	_ 1	64.40 09 – Bonner
eriff's Office	Bear Lake County PWC Grant	\$48,000.00	20 %	\$ 9,600.00	80 %	\$38,400.00	\$2,038,227.00	63.67 04	04 – Bear Lake
	2023 Shallow Water Jet Boat Fremont								
Fremont County Sheriff	County Waterways Patrol	\$102,000.00	20 %	\$ 20,500.00	80 %	\$81,500.00	\$81,500.00 \$2,119,727.00	_	60.00 22 - Fremont
	Kootenai County Sheriff Marine fleet				_				
Kootenai County Sheriff's Office	electronic update/addition	\$51,093.00	22 %	\$ 10,988.00	78%	\$40,105.00	\$40,105.00 \$2,159,832.00	57.17	57.17 28 - Kootenal
	Lud Drexler Boat Ramp	\$298,411.00	5%	\$ 14,210.00	95 %	\$284,201.00	\$2,444,033.00	55.17	42 – Twin Falls
	Teton River / Buxton Park Access				-				
Teton County	Improvements	\$52,918.00 10 %	10 %	\$ 5,292.00	80%	\$47,626.00	\$47,626.00 \$2,491,659.00	- 1	50.00 41 – Teton

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM: FY2024 Cutthroat Plate Fund Grants

ACTION REQUIRED: Board Action Required

PRESENTER: Kathy Muir, Grant Manager

# PRESENTATION

#### BACKGROUND INFORMATION:

At their recent meeting in Boise on March 16, the Waterways Improvement Fund Advisory Committee discussed the grant application and rated it according to department criteria. The request totaled \$15,000.00.

This project is a duplicate application in the Recreational Trails Program.

#### STAFF RECOMMENDATIONS:

Staff recommends that the Board not approve the project on the list.

FY2024 Cutthroat Plate Applications

pplicant Agency: Ap	plication Title	Total	<b>%</b> W	M% Match	%5	G% Grant	Score
alley County Parks and Recreation Dept.	barton River Access site boat ramp	\$ 19,244.00 22 % \$ 4,244.00 78 % \$ 15,000.00 74.17	22 %	\$ 4,244.00	78 %	\$ 15,000.00	74.17

# OFF-ROAD MOTOR VEHICLE (ORMV) ADVISORY COMMITTEE

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

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

Term Length: Three (3) year term.

#### Appointed By: Park Board

Name REPRESENTING DISTR	Address ICTS 1 AND 2	Term	Representing
PAT DINGMAN	208-819-4593 Dingmanp626@gmail.com	8/2021 – 8/2024	Motorbike/ATV
<u>Shawn Slinkard</u>	208-449-3688 (c) Shawn.Slinkard@avistacorp.com	8/2018 - 8/2021 8/2021 – 8/2024	Snowmobiling
DAVID BEAUCHENE	208-304-2067 (c) snowjunkie75@gmail.com	8/2017 – 8/2020 <mark>8/2020 - 8/2023</mark>	Non-Motorized Use
REPRESENTING DISTR	ICTS 3 AND 4 208-989-6237 Benesplin29@gmail.com	8/2022 – 8/2025	Motorbike/ATV
RICK DOLPHUS	208-810-0745 <u>Snowhound101@gmail.com</u>	8/2022 – 8/2025	Snowmobiling
JAKE HOWARD	208-389-1332 (c) 208-890-6046 (h) jakehoward354@gmail.com	8/2018 - 8/2021 8/2021 – 8/2024	Non-Motorized Use

# **ORMV Advisory Committee, Continued**

Name	Address	Term	Representing
REPRESENTING DISTRI	CTS 5 AND 6		
SCOTT SHEER	307-699-7344 Scottharleesheer@gmail.com	8/2022 – 8/2025	Motorbike/ATV
Z. WADE KAUFMAN	307-413-2057 (c) wade@horizonteton.com	8/2021 – 8/2024	Snowmobiling
MAX LOHMEYER	208-756-7613 (c) max@ridesalmon.com	8/2018 – 8/2021 8/2021 – 8/2024	Non-Motorized Use

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM: FY2024 Off-Road Motor Vehicle (ORMV) Grants ACTION REQUIRED: Board Action Required

PRESENTER: Kathy Muir, Grant Manager

# PRESENTATION

# BACKGROUND INFORMATION:

The State and Federal Grant Program has approximately \$600,000 available in the Off-Road Motor Vehicle Program for the FY 2024 grants.

At their recent meeting in Boise on March 14, the ORMV committee discussed the 18 grant applications and rated them according to department criteria. The requests totaled \$717,986.

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

#### STAFF RECOMMENDATIONS:

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

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	1 × 1 - D: D D C: - T .		0/141	INIGICII	27	Claire		
, tite ti	Coeur d' Alene River R.U. Single-Frack	¢ 15 101 00	21 %		% 0Z C	¢ 36 000 00	¢ 36.000.00	87 77
			2					
USDA FOREST SERVICE, St. JOE KARIBER DISURICE	Wonderful-Buzz-Indian-Prince	\$ 90,189.00 11 %	11%	\$ 10,189.00 89%	% 68 0	\$ 80,000.00	\$ 116,000.00	77.22
USDA, Sawtooth National Forest, Sawtooth	Sawtooth NRA Motorized Trails	\$ 46.185.00	28%	\$ 12.975.00 72 %	0 72 %	\$ 33.210.00	\$ 149.210.00	76.67
		1		Т		Т		
	SCNF Central ID Priority Area Trail Maintenance	¢ 6 120 00	EO %	¢ 3 065 00		¢ 3 065 00	¢ 152 275 00	75.67
Forest Service	UILT BIKE				e n		00.017/20T C	20.01
th National Forest - Minidoka Ranger	Skyline Trail Heavy Maintenance and Trailhead						¢ 100 001 44	7E 11
District	Improvement	44.600,1c ¢	% TT +	00.000,01 ¢	0/ TQ 0	40,2U3.44	2 130,404.44	11.0/
	Boise National Forest, North Zone Motorized							
USDA Forest Service, Boise NF	Trail Maintenance	\$ 117,500.00	15%	\$ 17,500.00	0 85 %	\$ 100,000.00	\$ 298,484.44	74.78
W	Midland Trail FS 312 Bridge Replacement and							
United States Forest Service Re	Reroute	\$ 150,000.00 20 %	0 20 %	\$ 30,000.00	0 80 %	\$ 120,000.00	\$ 418,484.44	74.56
Ranger	Snowmobile and Irailer 2024 Sawtooth						-	Į
District, Sawtooth Avalanche Center Av	Avalanche Center-Sawtooth NF	- 1	2 C			- 1	s.	/3.6/
Forest Service Pa	Palisades RD Equipment	\$ 41,500.00	0 24 %	. 1				70.33
Boise county grooming 8A	Front end loader (Equipment)	\$ 150,000.00	0 20 %	\$ 30,000.00	0 80 %	\$ 120,000.00	\$ 587,630.44	67.78
District	FY 24 KRD E-Bike For Motorized Trails	\$ 21,000.00	0 43 %	\$ 9,000.00	0 57 %	\$ 12,000.00	\$ 599,630.44	66.78
FUNDING LINE								
Bureau of Land Management - Pocatello Field Cu	Curlew-Deep Creek Travel Plan Route Markings							
Office 20	2023	\$ 17,328.00	5%	\$ 826.00	0 95 %	\$ 16,502.00	\$ 616,132.44	64.00
US Forest Service, Law Enforcement, Ashton / U.	U.S. Forest Service Law Enforcement - Ashton /							
Island Park	Island Park RD Snowmobile	\$ 18,000.00	0 50%	\$ 9,000.00	0 50%	\$ 9,000.00	\$ 625,132.44	63.44
th National Forest, Fairfield Ranger							-	
District	Fairfield Rec Program Snowmobiles	\$ 30,000.00	30 %		익	7	~	03.UU
Minidoka County Sheriff's Office	OHV Purchase	\$ 25,528.00	% 11 %	\$ 19,600.00	0 23 %	\$ 5,928.00	\$ 652,060.44	62.67
United States Forest Service-Law Enforcement					_			
and Investigations	Snowmobiles for law enforcement patrols	\$ 31,658.00	0 20%	\$ 6,332.00	00 80 %	\$ 25,326.00	\$ 677,386.44	54.00
Fremont County Sheriff	2023 UTV- Fremont County Trail Enforcement	\$ 32,000.00	0 20 %	\$ 6,400.00	00 80 %	\$ 25,600.00	\$ 702,986.44	53.67
Bonner County	Bonner County ORMV Education and Enforcement	\$ 20.000.00	0 25 %	\$ 5.000.00	00 75 %	\$ 15,000.00	\$ 717,986.44	48.00
				10			-	

FY2024 ORMV Applications

H:\Grants\Board Meetings\Board 2023 May\Spreadsheets\ORMV\_FINAL\_2023.xlsx

# RECREATIONAL TRAILS PROGRAM (RTP) ADVISORY COMMITTEE

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

Term Length: Three (3) year term

Appointed By: Park Board

Name	Address	Term	Representing
LINDSAY DRESSLER	301-996-1268 (c) LindsayDressler@gmail.com	8/2018 - 8/2021 8/2021 – 8/2024	Hiking
DONN DENNIS	208-772-5032 (h) Use! 208-651-4976 (c) dddennis@roadrunner.com	2/2019 – 8/2021 8/2021 – 8/2024	Motorbike
STACEY SORENSEN	208-709-1100 sandsunwaves@hotmail.com	8/2022 – 8/2025	Bicycling
<u>CLINT HANSEN</u>	208-709-6350 (c) clintlhansen@yahoo.com	2/2019 – 8/2021 8/2021 – 8/2024	ATV
<u>CHRISTINA ST.</u> <u>GERMAINE-ALLEN</u>	208-435-4782 (h) 208-827-0845 (c) <u>cstgallen@gmail.com</u>	8/2021 – 8/2024	XC Skiing
DONALD HORAK	406-794-5190 (h) 406-671-2999 (c) <u>dhorak52@gmail.com</u>	8/2021 – 8/2024	Snowmobiling

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

Name	Address	Term	Representing
STEPHEN HURLEY	208-221-4626 steve@hurleystar.com	8/2022 – 8/2025	Equestrian
MORGAN STAGE	208-870-2957 (c) morgan.stage@gmail.com	<mark>8/2020 – 8/2023</mark>	Disabled
<u>PAUL</u> LOUTZENHISER	208-661-5265 208-664-9319 p.loutz1976@gmail.com	8/2022 – 8/2025	4-Wheel Drive
DAVE PROUTY	208-362-3356 (h) 208-720-0833 (c) <u>dave.prouty@gmail.com</u>	8/2021 – 8/2024	Water Trails

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM:	FY2024 Recreational Trails Program (RTP) Grants
ACTION REQUIRED:	Board Action Required
PRESENTER:	Kathy Muir, Grant Manager

#### PRESENTATION

#### BACKGROUND INFORMATION:

The Federal Fiscal Year 2023 allocation from the Federal Highways Administration (FHWA) is anticipated to be approximately \$1,800,000. This includes administrative funds, which are identified on the first two lines of the funding spreadsheet.

At their recent meeting in Boise on March 15, the RTP Advisory Committee discussed 25 grant applications and rated them according to department criteria. The requests totaled \$1,800,786.

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

#### STAFF RECOMMENDATIONS:

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

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Applicant Agency:	Application Title	Total	%W	Match (	6%	Grant	Ongoing	Score	Category
	Administrative					\$ 119,739.00	\$ 119,739.00		
	Safety & Education	\$ 106,910.00	20%	\$ 21,382.00 8	80%	\$ 85,528.00	\$ 205,267.00	0	
Idaho Panhandle National Forest	St. Joe Single Track 2024	\$ 24,525.00	47 %	\$ 11,625.00 53	53 %	\$ 12,900.00	\$ 218,167.00	-	79.13 Motorized
ldaho Panhandle National Forests	Coeur d' Alene River R.D. Non-Motorized Mixed Use Heavy Trail Maintenance	\$ 66,360.00	46 %	\$ 30,360.00	54 %	\$ 36,000.00	\$ 254,167.00		77.25 Non-Motorized
Valley County Parks and Recreation Dept.	Cabarton River Launch Site improvements	\$ 54,086.00	25 %	\$ 13,286.00	75 %	\$ 40,800.00	\$ 294,967.00		75.88 Diverse Use
Sawtooth National Forest	Queens River Loop		30 %	-	70%		\$ 337,617.00	-	74.38 Non-Motorized
Idaho Panhandle National Forests	Kootenai Point Trail Construction (Phase 2)	\$ 90,000,00	22 %	\$ 20,000.00 78	78%	\$ 70,000.00	\$ 407,617.00	0 74.25	5 Non-Motorized
U.S. Forest Service	Rainey Creek Trail Bridges	\$ 274,755.00	20 %	\$ 54,755.00 8(	80 %	\$ 220,000.00	\$ 627,617.00	0 73.75	5 Motorized
Lemhi County	Lemhi Pass CDT Single-Track Reroute-Phase 1	\$ 162,217.00	20 %	\$ 31,964.00 80	80 %	\$ 130,253.00	\$ 757,870.00	-	73.50 Diverse Use
Sawtooth National Forest, Minidoka Ranger	South Hills Heavy Trail Maintenance and Trailhead				-			_	
District	Improvement	\$ 102,498.00	21%	\$ 21,720.00 79	% 62	\$ 80,778.00	\$ 838,648.00	_	72.13 Motorized
Sawtooth National Forest, Fairfield Ranger District	2023 Fairfield Heavy Trail Maintenance - Willow Creek	\$ 77,700.00	27 %	\$ 21,300.00	73 %	\$ 56,400.00	\$ 895,048.00		71.88 Motorized
USDA-FS-Ketchum Ranger District	FY24 Ketchum Ranger District Heavy Maintenance	\$ 105,000.00 45 %	45 %	\$ 47,500.00 55	-	\$ 57,500.00	\$ 952,548.00		71.63 Diverse Use
Pend Oreille Pedalers	Lower Basin Buildout - Phase 3	\$ 154,835.00 26 %	26%	\$ 39,913.00 74 %	-	\$ 114,922.00	\$ 1,067,470.00		71.63 Non-Motorized
Nez Perce-Clearwater National Forests	Mink Creek Trail Bridge Repair	\$ 120,000.00	21%	\$ 25,000.00 79	79%	\$ 95,000.00	\$ 1,162,470.00	_	71.50 Non-Motorized
Priest Lake Nordic Club	Priest Lake Nordic Club Equipment Upgrade	\$ 18,530.00	20 %	\$ 3,706.00 8(	80 %	\$ 14,824.00	\$ 1,177,294.00	_	69.88 Non-Motorized
Bannock County	Bannock County Segment of the Connecting Communities Trail	\$ 45.000.00	22 %	\$ 10.000.00	78 %	\$ 35.000.00	\$ 1.212.294.00	-	68.38 Non-Motorized
Idaho Dept Of Parks and Recreation	Idaho Snowmobile Program Groomer replacement	1 ~	20 %	-	-			-	67.88 Motorized
Forract Convice	SCNF Central Idaho Complex Priority Area Motorized Trail		% DC	00 202 8	-	\$ 20 AFO OD		-	67 88 Motorized
i dicato centrational Forests 🖗	Timber Mountain Trail #51 Reconstruction		21%	16.000.00	-		\$ 1.544.744.00	-	67.63 Non-Motorized
	North Fork Payette Water Trail and Strand Trailhead				-		1	_	
City of Cascade	Improvement	\$ 52,400.00	20 %	\$ 10,700.00 8	80 %	\$ 41,700.00	\$ 1,586,444.00	_	64.63 Non-Motorized
Bureau of Land Management - Bruneau Field Office	Perjue Canyon Trailhead	\$ 134,000.00 37 %	37 %	\$ 49,000.00	63 %	\$ 85,000.00	\$ 1,671,444.00		61.13 Non-Motorized
Lemhi County	Sweeper for Lemhi County Pathway	\$ 11,000.00 20%	20 %	\$ 2,200.00 8	80 %	\$ 8,800.00	\$ 1,680,244.00		60.88 Non-Motorized
City of Rathdrum	Rathdrum Mountain Recreational Trail Development	\$ 88,103.00	20 %	\$ 17,621.00	80 %	\$ 70,482.00	\$ 1,750,726.00		60.50 Non-Motorized
Friends of the Weiser River Trail	WRT Annual Maintenance and Improvements	\$ 14,600.00	30 %	\$ 4,400.00 7	70 %	\$ 10,200.00	\$ 1,760,926.00		60.00 Non-Motorized
FUNDING LINE									
Idaho Falls Parks and Recreation	Noise Park OHV Trail Shelter	\$ 38,500.00	20%	\$ 7,700.00 8	80%	\$ 30,800.00	\$ 1,791,726.00	-	56.25 Motorized
City of Middleton	2023 City of Middleton River Walk Pathways	\$ 102,779.00	20 %	\$ 20,556.00 8	80 %	\$ 82,223.00	\$ 1,873,949.00	-	55.88 Non-Motorized
Idaho Falls Parks and Recreation	Riverwalk Restroom	\$ 176,138.00 25 %	25 %	\$ 44,034.00 7	75 %	\$ 132,104.00	\$ 2,006,053.00		51.63 Non-Motorized

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM: FY2024 Mountain Bike Plate (BK) Grants

ACTION REQUIRED: Board Action Required

PRESENTER: Kathy Muir, Grant Manager

# PRESENTATION

#### BACKGROUND INFORMATION:

At their recent meeting in Boise on March 15, the Recreational Trails Program Advisory Committee discussed the 3 grant applications and rated them according to department criteria. The requests totaled \$38,353.00.

The committee recommends funding all three projects.

## STAFF RECOMMENDATIONS:

Staff recommends that the Board approve the three projects on the list.

FY2024 Mountain Bike Plate Applications

Applicant Agency:	Application Title	Total M%	M% Match G	G% Grant	Score
Pend Oreille Pedalers	City of Sandpoint Mountain Bike Skills Park	\$ 38,463.00 48 % \$ 18,463.00 52 % \$ 20,000.00 76.63	\$ 18,463.00 52	% \$ 20,000.00	76.63
Bureau of Land Management - Pocatello Field					
Office	Pioneer Ridge Trail System Materials	\$ 2,184.00 5 % \$ 104.00 95 % \$ 2,080.00 73.75	\$ 104.00 95	% \$ 2,080.00	73.75
MAMBA- Moscow Area Mountain Bike Association MAMBA Powell Project	MAMBA Powell Project	\$ 36,520.00 55 % \$ 20,247.00 45 % \$ 16,273.00 72.50	\$ 20,247.00 45	% \$ 16,273.00	72.50
		\$ 77,167.00	\$ 38,814.00	\$ 38,353.00	

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM: FY2024 Recreational Road & Bridge Grants

ACTION REQUIRED: Board Action Required

PRESENTER: Kathy Muir, Grant Manager

## PRESENTATION

#### BACKGROUND INFORMATION:

Recently the Road & Bridge Advisory Committee discussed two grant applications and rated them according to department criteria. The requests totaled \$152,871.00. There is sufficient funding to award both projects submitted.

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

#### STAFF RECOMMENDATIONS:

Staff recommends that the Board approve both projects on the list.

FY2024 Road Bridge Applications

Applicant Agency:	Application Title	Total	٧%	M% Match	%9	G% Grant	Score
	Recreational Access Improvements;						
USDA FS Nez Perce-Clearwater National Forests	Restoration of Historic Roads	\$ 371,000.00 69 % \$ 256,000.00 31 % \$ 115,000.00 70.4	% 69	\$ 256,000.00	31%	\$ 115,000.00	70.4
Valley County	Clear Creek Parking Lot	\$ 43,871.00 14 % \$ 6,000.00 86 % \$ 37,871.00 66.8	4 %	\$ 6,000.00	86 %	\$ 37,871.00	66.8
		\$ 414,871.00		\$ 262,000.00		\$ 152,871.00	

# LAND AND WATER CONSERVATION FUND (LWCF) EVALUATION COMMITTEE

**Description:** The Evaluation Committee includes representatives with experience in community development or public outdoor recreation. The Committee shall rank projects based on its review of the application and a presentation by the sponsor. It shall rate all projects based on the selected criteria found in the Open Project Selection Process (OPSP). The Evaluation Committee includes nine (9) members:

- Three (3) members shall be representatives of state and federal agencies with a technical relationship to community development or the outdoor recreation needs in the state.
- One (1) member shall represent a community of five thousand (5,000) population or more.
- One (1) member shall represent a community of five thousand (5,000) population or less.
- One (1) member shall represent the interests of the ethnic minorities.
- One (1) member shall represent the interests of the elderly.
- One (1) member shall represent the interests of people with disabilities.
- One (1) member shall be from the Board.

Quorum: A quorum is required to conduct committee business. Five (5) people constitute a quorum.

Term Length: Three (3) funding sessions.

Appointed By: State Liaison Officer

Name	Address	Term	<b>Representing</b>
DAVE RICKS	208-331-3882 (h) Use! 208-863-7993 (c) rickswolverton@aol.com	8/2016 – 8/2019 <mark>8/2020 – 8/2023</mark>	State - Federal
TED KOCH	208-912-5233 (c) ted koch@yahoo.com	<mark>8/2020 – 8/2023</mark>	State - Federal
STEVE FROST	208-731-5688 (c) Use! 208-764-3478 (w) steven.frost@usda.gov	8/2016 – 8/2019 <mark>8/2020 – 8/2023</mark>	State - Federal

# LAND AND WATER CONSERVATION FUND (LWCF) EVALUATION COMMITTEE

Name	Address	Term	Representing
TOM GOVERNALE	208-869-0844 (c) tomgovernaleboise@gmail.com	8/2016 – 8/2019 <mark>8/2020 – 8/2023</mark>	Community (5,000 or more)
TAMRA CIKAITOGA	208-419-9565 (c) <mark>Use!</mark> 208-624-7266 (w) <u>tcikaitoga@co.fremont.id.us</u>	8/2016 – 8/2019 <mark>8/2020 – 8/2023</mark>	Community (5,000 or less)
HELEN STROEBEL	208-830-4187 (h) <mark>Use!</mark> 208-830-4187 (c) <u>hstroebel73@gmail.com</u>	8/2016 – 8/2019 <mark>8/2020 – 8/2023</mark>	Elderly
SHERRI BOELTER	208-457-3891 (w) 707-295-2197 (c) Use! sherri@dacnw.org	<mark>8/2020 – 8/2023</mark>	Disabled
KEN KNOCH	208-757-8094 (h) <u>kwknoch@gmail.com</u>	8/2016 – 8/2019 <mark>8/2020 – 8/2023</mark>	Minority
MIKE ROACH	208-866-0701 Mdroach@sitestar.net	<u>8/2020 – 8/2023</u>	Park Board

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

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM:	FY2024 Land & Water Conservation Fund (LWCF)
ACTION REQUIRED:	Board Action Required
PRESENTER:	Kathy Muir, Grant Manager

#### PRESENTATION

#### BACKGROUND INFORMATION.

The Federal Fiscal Year 2023 allocation from the National Park Service (NPS) is estimated to be \$2,000,000.

According to IDAPA, to assure that the needs of rural areas are met, twenty percent (20%) of the amount dedicated for local governmental agencies is dedicated for use by governmental agencies of five thousand (5,000) population or less. If the cumulative request of the governmental agencies of five thousand (5,000) population or less is more than twenty percent (20%) of the amount dedicated for local governmental agencies, governmental agencies of five thousand (5,000) population or less may compete for the total remaining allocation.

If the total cost for a single project of a governmental agency with a population of five thousand (5,000) or less requires over one-half (1/2) of the twenty percent (20%) dedicated for use by governmental agencies of five thousand (5,000) population or less, that project shall compete with the large governmental agency projects.

At their recent meeting in Boise, the LWCF Advisory Committee reviewed seven (7) grant applications according to the "Open Project Selection Process" identified in the State Comprehensive Outdoor Recreation Plan (SCORP). The requests totaled \$2,891,144.

No projects qualify for the small community set-aside funds. The priority ranking sheet and committee recommendations are included in this packet. The committee recommends not funding the City of Pocatello this cycle because environmental clearances will delay federal approval until 2025 or longer.

#### STAFF RECOMMENDATIONS:

Staff recommends that the Board approve the priority-ranking list with the committee recommendation to pass over the Centennial Park proposal.

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Applicant Agency:	Application Title	Total Cost	<b>%</b> М	Match	ch	%5	Grant	nt	Ongoing \$ Score	Score
City of Mountain Home	Mountain Home Aquatic Facility Increase	\$ 1,060,172.00	50 %	Ŷ	530,086.00	50 %	ş	530,086.00	\$ 1,060,172.00 50 % \$ 530,086.00 50 % \$ 530,086.00 \$ 530,086.00 73.4	73.4
	Travers Park Inclusive Playground-Splash Pad									
City of Sandpoint	and Related Improvements	\$ 1,122,336.00	50 %	ŝ	561,168.00	50 %	ŝ	561,168.00	\$ 1,122,336.00 50 % \$ 561,168.00 50 % \$ 561,168.00 \$ 1,091,254.00 71.7	71.7
Eastern Elmore County Rec										
District	Billie Dee Noble Sports Park	\$ 822,696.00	50 %	Ŷ	411,348.00	50 %	ŝ	411,348.00	\$ 822,696.00 50 % \$ 411,348.00 50 % \$ 411,348.00 \$ 1,502,602.00 <b>68.1</b>	68.1
City of Moscow	Lola Clvde Park Development	\$ 1,168,000.00 50 %	50 %	ş	584,000.00 50 %	50 %	ŝ	584,000.00	584,000.00 \$ 2,086,602.00	64
Valley County	Valley County Pickleball Complex	\$ 549,085.00 50 %	50 %	Ŷ	274,542.50 50 %	50 %	ŝ	274,542.50	274,542.50 \$ 2,361,144.50 60.8	60.8
Kalisnel Tribe	Sand Creek Connections	\$ 60,000.00 50 % \$	50 %	ŝ	30,000.00 50 %	50 %	Ś	30,000.00	30,000.00 \$ 2,391,144.50 50.7	50.7
Kalispel Tribe	Sand Lreek Connections	00'000 ¢		r	00.000,00	2 22	2			0001 +1+0001+ 4

ending funding due to timeline to complete environmental clearances

City of Pocatello         Centennial Park II         \$ 1,000,000.00         50 %         \$ 500,000.00         50 %         \$ 500,000.00         \$ 500,000.00           5 2.891.144.50         \$ 2.891.144.50         \$ 2.891.144.50         \$ 2.891.144.50         \$ 2.891.144.50	committee not recommending families	222				
		=	\$ 1,000,000.00 50 %	500,000.00 50 %	ş	,000.000
					\$ 2.891	.144.50

To assure that the needs of rural areas are met, twenty percent (20%) of the amount dedicated for local governmental agencies is dedicated for use by governmental agencies of five thousand (5,000) population or less. If the cumulative request of the governmental agencies of five thousand (5,000) population or less is more than the twenty percent (20%) of the amount dedicated for local governmental agencies, governmental agencies of five thousand (5,000) population or less may compete for the total remaining allocation.

l<mark>ess requires over one-half (1/2) of the twenty percent (20%) dedicated for use by governmental agencies of</mark> If the total cost for a single project of a governmental agency with a population of five thousand (5,000) or five thousand (5,000) population or less, that project shall compete with the large governmental agency projects.

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☐ IDAPA RULE ☐ BOARD POLICY

# □ IDAPA FEE □ BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

AGENDA Idaho Park and Recreation Board Meeting May 3 – 4, 2023 Living Waters Ranch 3599 Garden Creek Road Challis, ID 83226

AGENDA ITEM: FY 2025 Budget Draft Proposal

ACTION REQUIRED: Information Only

PRESENTER: Steve Martin

## PRESENTATION

## BACKGROUND INFORMATION

Information regarding the fiscal year (FY) 2024 budget is provided as a beginning reference and basis for the FY 2025 budget. The information includes charts displaying the department's FY 2024 appropriation (pages 1 and 2) and a ten-year expenditure history for the department (page 3).

For comparative consistency, I have excluded the \$95 million extraordinary appropriations in FY 2023 and FY 2024.

## FY 2025 BUDGET DRAFT PROPOSAL

The FY 2025 budget draft proposal assumes increases in benefit costs of \$137,900 and CEC of \$444,000 (page 5). Actual benefit cost increases and CEC, if any, are unknown until the Division of Financial Management (DFM) issues budget instructions in July. These amounts are being reserved to more accurately reflect the cash balances needed for these anticipated expenditures.

The FY 2025 budget includes enhancement requests for increases in personnel costs for new full-time positions (FTPs), seasonal personnel, and operating expenditures in the Operations division (see DUs 12.01 - 12.03 on page 9). It also includes a 2% departmentwide personnel cost increase to address ongoing compression and equity issues (DU 12.04).

The Recreation Bureau is requesting enhancements for an OHV law enforcement program, a travel trailer, additional funds for the responsible OHV use media campaign, and one-time operating expense for snowmobile trail signs and trail makers (DUs 12.05 - 12.08).

Development Bureau enhancements in include one-time capital outlay requests for the Farragut Brig entrance roundabout, RV camping improvements at Challis Hot Springs, and federal grant spending authority for two Bureau of Reclamation grants at Lake Walcott and Lake Cascade (DUs 12.09 - 12.12).

All enhancement requests are fully supported by conservative revenue estimates from dedicated and federal funds.

The FY 2025 budget request for one-time capital outlay is \$2,676,000 (see Form B-7 beginning on page 11) and represents a 46% decrease from the total approved in FY 2024. This is attributable to the absence of any capital repair and maintenance projects in this request. These projects will be adequately funded by ARPA and the \$95 million budget surplus for the next several years. The total by category is as follows:

- Capital Equipment Replacement \$2,676,000 (14% increase versus FY 2024) includes recreation program specialty equipment, park vehicle fleet, and equipment items. This level of replacement is consistent with our historical equipment replacement needs.
- Capital Repairs Maintenance Projects \$0. Historically, we have only been able to budget \$3 to \$5 million annually for one-time capital repairs. As noted above, with an anticipated \$45 million in ARPA funding and \$95 million from the state budget surplus appropriation we will not have to request a budget for specific projects for the next several years.

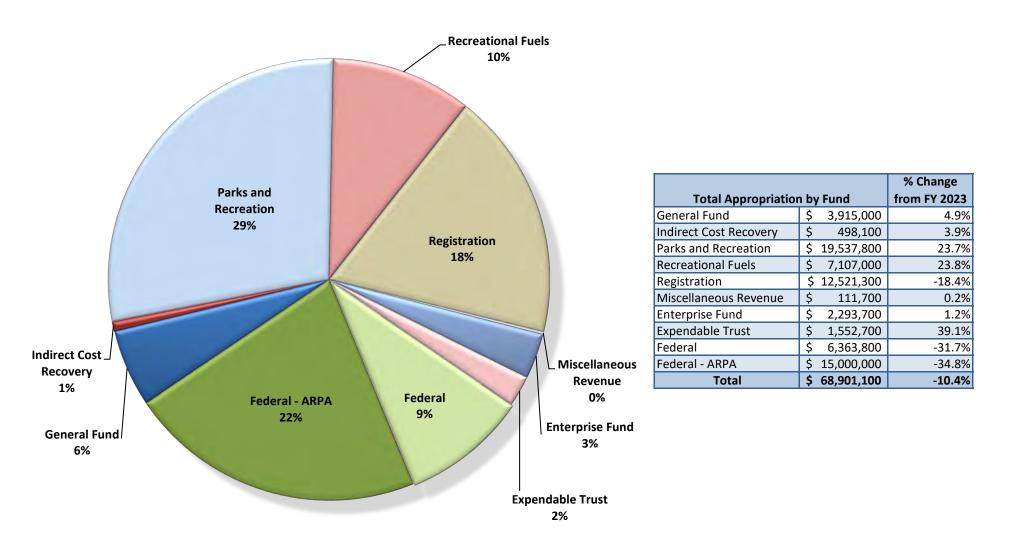
Overall, the FY 2025 budget draft proposal is a very slight 0.4% decrease from the FY 2024 appropriation (excluding the effects from the \$95 million extraordinary appropriation). Additional ongoing personnel and operating total approximately \$2 million. Current cash balance projections support this proposal while preserving appropriate balances in our dedicated funds.

# STAFF RECOMMENDATIONS

This item is for information only. Staff has reviewed and ranked the enhancement and replacement items and requests further discussion and direction from the Board as appropriate. Staff will continue to fine tune this draft proposal and incorporate any additional priorities identified prior to submitting a final proposal for the Board to approve at their August meeting.

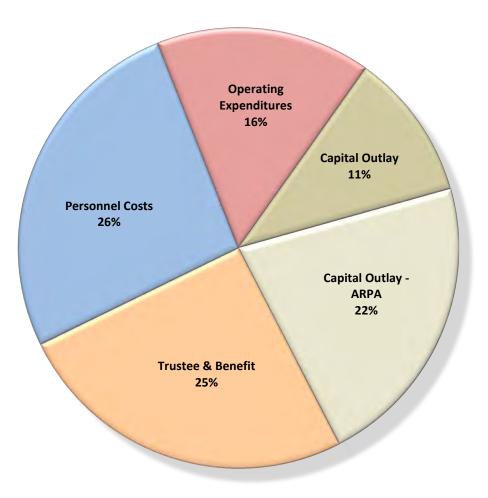
# Idaho Department of Parks and Recreation FY 2024 Budget Appropriation by Fund

Excluding \$95 Million Extraordinary Appropriations in FY 2023 and FY 2024



# Idaho Department of Parks and Recreation FY 2024 Budget Appropriation by Expenditure Classification

Excluding \$95 Million Extraordinary Appropriations in FY 2023 and FY 2024



Total Appropr by Expenditure Cla	% Change from FY 2023	
Personnel Costs	\$ 18,079,400	11.2%
Operating Expenditures	\$ 10,884,400	8.7%
Capital Outlay	\$ 7,468,000	-39.6%
Capital Outlay - ARPA	\$ 15,000,000	-34.8%
Trustee & Benefit	\$ 17,469,300	14.4%
Total	\$ 68,901,100	-10.4%

## Idaho Department of Parks and Recreation Actual Expenditures Summary

Budget Year Basis (Includes Encumbrances)

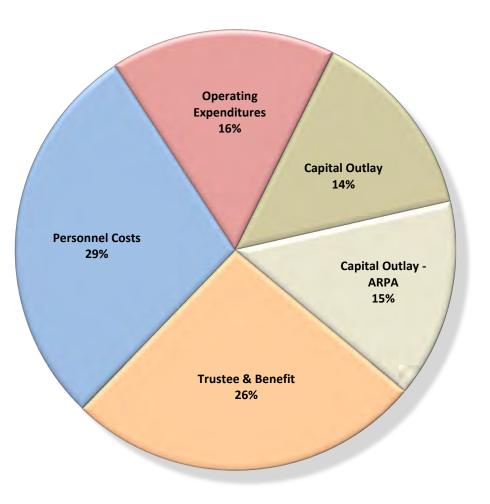
	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Appropriation	FY 2024 Appropriation	% Change from FY 2023
BY PROGRAM	Actual	Appropriation	Appropriation	1011112020							
Management Services	12.617.200	11,991,500	14.080.100	15.827.000	15.299.600	17,104,500	17,363,200	15.896.500	20.167.100	22,496,800	11.6%
Park Operations	14,740,100	15,117,300	15,863,000	16,332,500	16,860,300	17,076,100	18,192,400	18,668,100	23,458,000	27,524,300	17.3%
Capital Development	2,787,700	1,884,800	2,279,900	3,986,600	5,144,600	3,332,200	9,022,200	8,628,400	33,286,700	18,880,000	-43.3%
Total	28,268,700	30,145,000	32,223,000	36,146,100	37,304,500	37,512,800	44,577,800	43,193,000	76,911,800	68,901,100	-10.4%
BY FUND SOURCE											
0001-00 General	1,791,400	3,978,300	3,822,000	3,774,900	3,462,900	3,720,900	3,466,500	3,574,600	3,730,600	3,915,000	4.9%
0125-00 Indirect Cost Recovery	489,900	353,300	348,600	263,600	464,200	394,400	437,200	364,600	479,600	498,100	3.9%
0243-00 Parks and Recreation	7,151,900	7,464,100	8,225,300	8,869,700	10,186,900	10,232,600	11,785,800	12,969,200	15,788,400	19,537,800	23.7%
0247-00 Recreational Fuels	3,800,900	3,797,300	4,299,100	4,765,600	6,211,500	4,711,500	6,599,700	4,600,000	5,742,300	7,107,000	23.8%
0250-00 Parks and Rec Registration	9,810,700	6,970,900	9,036,500	10,801,600	10,030,300	10,770,600	13,017,600	11,451,100	15,340,300	12,521,300	-18.4%
0349-00 Miscellaneous Revenue	72,700	32,800	139,100	35,100	40,400	15,900	11,800	47,100	111,500	111,700	0.2%
0410-00 Enterprise Funds	2,052,700	1,911,800	2,110,300	2,382,400	2,076,200	1,999,900	2,223,000	2,375,600	2,267,500	2,293,700	1.2%
0496-00 Parks and Recreation Trust	641,400	505,600	667,100	552,300	527,100	800,600	1,477,500	907,600	1,116,500	1,552,700	39.1%
0344-00 Federal ARPA	-	-	-	-	-	-	-	-	23,016,400	15,000,000	-34.8%
0345-00 Federal CARES Act	-	-	-	-	-	-	1,292,300	1,300,000	-	-	-
0348-00 Federal Grant	4,333,400	3,979,500	3,575,000	4,700,900	4,305,000	4,866,400	4,266,400	5,603,200	9,318,700	6,363,800	-31.7%
Total	28,268,700	30,145,000	32,223,000	36,146,100	37,304,500	37,512,800	44,577,800	43,193,000	76,911,800	68,901,100	-10.4%
BY EXPENDITURE CLASSIFICATION											
Personnel Costs	10,920,300	11,135,100	12,213,300	12,097,400	12,197,400	12,650,700	12,446,700	13,274,200	16,255,300	18,079,400	11.2%
Operating Expenditures	5,471,700	5,768,700	6,053,400	5,959,300	6,364,600	6,189,800	8,364,400	8,224,700	10,011,500	10,884,400	8.7%
Capital Outlay	3,991,200	3,193,200	3,235,400	5,551,700	6,984,500	4,873,400	10,433,800	9,936,900	35,375,700	22,468,000	-36.5%
Trustee/Benefit	9,761,800	8,896,600	10,720,900	12,537,700	11,794,000	13,798,900	13,332,900	11,757,200	15,269,300	17,469,300	14.4%
Total	28,268,700	30,145,000	32,223,000	36,146,100	37,340,500	37,512,800	44,577,800	43,193,000	76,911,800	68,901,100	-10.4%
Full-Time Positions (FTP)	144.25	150.39	150.89	154.64	156.64	158.39	157.39	159.39	170.97	183.80	

Note: FY 2017 includes approximately \$300,000 in one-time Personnel Costs for 27th payroll.

FY 2021 reflects 5% General Fund holdback, as well as loss of 6.0 FTP in IT consolidation.

FY 2023 & FY 2024 reflects original appropriation only. Excludes \$95 million extraordinary appropriation.

# Idaho Department of Parks and Recreation FY 2025 Budget Draft Proposal



Total Appropri by Expenditure Clas	% Change from FY 2024	
Personnel Costs	\$ 19,604,800	8.4%
Operating Expenditures	\$ 11,334,400	4.1%
Capital Outlay	\$ 9,701,000	29.9%
Capital Outlay - ARPA	\$ 10,000,000	-33.3%
Trustee & Benefit	\$ 17,969,300	2.9%
Total	\$ 68,609,500	-0.4%

# Idaho Department of Parks and Recreation FY 2025 Budget Request - *DRAFT Proposal*

## All Agency Functions

Budget by Decision Unit FY 2024 Total Appropriation	FTP 183.80	General 3,915,000	Dedicated 53,622,300	Federal 21,363,800	Total 78,901,100
FY 2024 Total Estimated Expenditures	183.80	4,665,000	140,422,300	36,863,800	181,951,100
FTP or Fund Adjustment		-	-	-	-
Removal of One-time Expenditures		-	(17,308,000)	(5,260,000)	(22,568,000)
Removal of Reappropriation		(750,000)	(86,800,000)	(15,500,000)	(103,050,000)
Base Reductions		-	-	-	-
FY 2025 Base	183.80	3,915,000	36,314,300	16,103,800	56,333,100
Program Maintenance					
Benefit Cost Increase (Estimate \$750 per FTP)		26,400	102,300	9,200	137,900
CEC Salary Multiplier (Estimate 3%)		86,800	327,700	29,500	444,000
Replacement Items - Rec Bureau Equipment		-	1,406,000	100,000	1,506,000
Replacement Items - Park Infrastructure & Equipment		-	340,000	-	340,000
Replacement Items - Vehicles		-	730,000	-	730,000
Replacement Items - Computer Replacement		-	100,000	-	100,000
Replacement Items - Capital Maintenance Projects		-	-	-	-
FY 2025 Program Maintenance	183.80	4,028,200	39,320,300	16,242,500	59,591,000
Program Enhancements	7.00		4.40 500		110 500
12.01 - Park Operations 7.0 FTPs	7.00	-	443,500	-	443,500
12.02 - Park Operations Increase Seasonal PC 12.03 - Park Operations Increase OE	-	-	200,000	-	200,000
12.03 - Park Operations increase OE 12.04 - 2% Equity Departmentwide	-	-	300,000 300,000	-	300,000 300,000
12.05 - Rec Bureau OHV Law Enforcement Program	-	-	500,000	-	500,000
12.06 - Rec Bureau Travel Trailer	_		75,000		75,000
12.07 - Rec Bureau OHV Responsible Use Media	_	_	150,000	_	150,000
12.08 - Rec Bureau Snowmobile Signs and Trail Markers	-	-	100,000	-	100,000
12.09 - Farragut Brig Entrance Roundabout	-	-	1,800,000	-	1,800,000
12.10 - Statewide RV Camping Improvements	-	-	4,500,000	-	4,500,000
12.11 - Lake Walcott BOR Grant Water Utilities	-	-	-	400,000	400,000
12.12 - Lake Cascade BOR Grant Shoreline Erosion	-	-	-	250,000	250,000
FY 2025 Budget Request	190.80	4,028,200	47,688,800	16,892,500	68,609,500
1 1 2023 Budget Request	130.00	4,020,200	47,000,000	10,092,500	00,009,000
Budget by Expenditure Object					
Personnel Costs		3,088,200	15,232,800	1,283,800	19,604,800
Operating Expenditures		940,000	9,763,200	631,200	11,334,400
Capital Outlay		-	8,951,000	10,750,000	19,701,000
Trustee and Benefit	-	-	13,741,800	4,227,500	17,969,300
		4,028,200	47,688,800	16,892,500	68,609,500

□ IDAPA RULE □ BOARD POLICY

# □ IDAPA FEE BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

#### AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Waters Ranch 3599 Garden Creek Road Challis, ID 83226

AGENDA ITEM:	Ashton—Tetonia Trail Visitor Center, Lease Agreement
ACTION REQUIRED:	Authorize the Director to Sign a Lease Agreement with Option to Purchase

PRESENTER: Adam R. Zaragoza Management Services Administrator

## PRESENTATION

#### BACKGROUND INFORMATION:

In 2022, IDPR was awarded a \$3(+) million dollar Economic Development Grant to pave the Ashton— Tetonia Trail. Since the grant award, the Director and staff have been meeting with the Ashton City Council, Mayor and City staff regarding the City's visitor center adjacent to Highway 20. The existing visitor center has been the focus of discussion because the City has not been actively staffing the visitor center for a few years. Whereas, IDPR has recognized a need for an office location for the Trail that will also benefit recreationists in eastern Idaho. This lease arrangement will provide a launching point for recreationists in the Ashton area and set up an excellent economic partnership with the City.

On December 16, 2022, the City expressed interest in leasing the site. IDPR staff continued to work with the City on lease terms and on March 8, 2023, certain material terms were presented to the City Council as an informational item. The City Council was amenable to the terms discussed and that a formal written agreement was to be drafted by IDPR with assistance from IDPR's DAG. A draft agreement was given to the City Council at their noticed public meeting on April 12, 2023. Park staff attended the meeting and reported that the Council had minor logistical comments.

The primary terms of the Lease Agreement with Option to Purchase (enclosed) are, as follows:

- Contingent upon IDPR's FY2024 budget appropriation, lease payments of \$500 per month beginning on July 1, 2023.
  - The lease payments were budgeted as part of IDPR's base budget.
- IDPR will pay for the appraisals, environmental or any other due diligence reports.
- The appraisals will be shared with the Board and City Council.
- Any due diligence fees and lease payments will be reduced from the final sale price if IDPR exercises the option to purchase.
- Tenant improvements will be allowed.
- Tenant will assume all utilities.
- The City will allow IDPR to begin operations prior to July 1.
- The City will maintain the lawn area thru 2023.
- The City will retain operational control of the RV dump station.

The next City Council meeting is scheduled for May 10, 2023. The intent from Park staff is to present the lease agreement, signed by IDPR, so the City Council can sign and staff can begin utilizing the building and RV spot starting May 15, 2023, or soon thereafter.

Regarding the option to purchase, IDPR staff will continue the due diligence phase by completing an environmental phase 1 report. Assuming there are no issues with the environmental report, staff anticipates a future board item to determine whether or not the requirements of Section 9 of the agreement have been met. If there are issues identified, then IDPR staff will work with City staff on next steps.

#### **STAFF RECOMMENDATIONS:**

Staff recommends a roll call vote of the Board to authorize the Director to sign the Lease Agreement with Option to Purchase for the Ashton Visitor Center, and to authorize staff to continue due diligence on the possible purchase of the real property, including incurring certain related costs.

Enc: Lease Agreement with Option to Purchase Aerial Image and Proximity to the Ashton—Tetonia Trailhead

# AGREEMENT

### LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE ("Lease Agreement") is entered into and effective upon the date of the last required signature (the "Effective Date"), by and between the <u>CITY OF ASHTON through the ASHTON CITY COUNCIL</u> (collectively "City" or "Lessor"), whose mailing address is PO Box 689, Ashton, Idaho 83420-0689, and the <u>STATE OF</u> <u>IDAHO, IDAHO PARK AND RECREATION BOARD</u> through the <u>IDAHO DEPARTMENT OF</u> <u>PARKS AND RECREATION (collectively "IDPR" or "Lessee")</u>, whose mailing address is PO Box 83720, Boise, Idaho, 83720-0065, for the leasing of that real property commonly also known as the <u>ASHTON VISITOR'S CENTER</u>. Lessor and Lessee are referred to collectively as the "Parties" and individually as a "Party." The use of the phrase "including" throughout this Lease Agreement means "including, but not limited to."

#### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree on the following terms and conditions:

1. <u>Leased Premises</u>. Lessor is the fee owner of that certain real property located at 801 North Highway 20, Ashton, Idaho 83420-0689 (the "Premises"). Lessor does hereby lease and demise to Lessee, and Lessee hereby leases from Lessor the Premises, which is legally described, as follows:

# See "Exhibit A" attached hereto and incorporated herein by reference.

The Premises consists of one parcel containing approximately 3.03 acres of land and an existing approximately 1,387 sq/ft building located in Fremont County, Idaho. The Premises also includes all existing utility and other infrastructure, three covered picnic areas, one full hook-up RV space, parking areas, landscaped area with sprinkler irrigation system, and other existing facilities, fixtures, and improvements **except** the existing RV dump station, which will remain with the City.

- 2. <u>Duration of Lease</u>. The duration of this Lease Agreement is <u>SIXTY (60)</u> months beginning on <u>July 1, 2023</u> ("Lease Term").
  - A. <u>Acceptance of Premises</u>. Lessor will deliver the Premises to Lessee in a good and clean condition. At or prior to delivery of the Premises, Lessor will instruct Lessee on all existing infrastructure in and on the Premises. Lessee may have access to and start utilizing the Premises on May 15, 2023.
  - B. Option to Renew and Extend Lease Term. Lessee will have three (3) options to renew this Lease Agreement for a period of five (5) years per option. Lessee will give written notice to Lessor of its intent to renew this Lease Agreement no later than <u>ninety (90)</u> days prior to the end of the Lease Term and any applicable extension period.
- 3. <u>Rent Payment.</u> Lessee will pay Lessor a fixed amount of <u>\$500.00</u> per month. The first rent payment will be due on or around <u>July 1, 2023</u>, and by the first day of each month until the termination of this Lease Agreement.

- A. <u>No Security Deposit Required.</u> Lessee is not required to pay a security deposit. Any prepayment of rent made by Lessee will be considered and treated as an advance payment of rent only.
- B. <u>Rent During Extension Period.</u> The rent amount will remain fixed at \$500.00 per month during each extension period.
- C. <u>Rent Credited to Purchase Price</u>. All rent payments remitted after July 1, 2023, will be credited against Lessee's final purchase price for the Premises, consistent with Section 9 of this Lease Agreement.
- D. <u>Method of Payment</u>. Lessee will timely remit each rent payment to Lessor at its mailing address stated in this Lease Agreement. Remittance will occur on the date of postmark of the rent payment.

## 4. <u>Permitted Uses of Premises.</u>

- A. Lessee may use and modify the Premises for all purposes related to the business of IDPR, including establishment and operation of the headquarters for the Ashton-Tetonia Trail State Park, access by the public during Lessee's business hours, installation of educational or interpretive boards, employee housing, or storage of equipment utilized to maintain the Ashton-Tetonia Trail.
- B. Lessee will have exclusive use and control of the existing full hook-up RV space on the Premises and may utilize the space for IDPR employee housing. Lessee will enter into a written employee housing contract for the utilization of the RV space by any IDPR employee. Lessor may request a copy of such contract(s), from which Lessee will redact any personal and personnel information prior to providing to Lessor.
- C. Lessee may use its standard temporary concession agreement form to authorize third party concession services on the Premises. No concession agreement may be for a duration longer than the Lease Term or an extension period, or remainder thereof. Lessee will set, collect, and retain rent as agreed in the concession agreement.

## 5. <u>Utilities, Maintenance and Repairs.</u>

Lessee agrees that from and after delivery of possession of the Premises to Lessee, and at its own cost and expense, it will maintain, repair, and replace in good leasable condition the building, other structures, and surface of the Premises, including fixtures and equipment.

- A. <u>Utilities.</u> Lessee will transfer all utility accounts into its name and pay all utility bills invoiced for Lessee's uses of the Premises, except for the RV dump station. Lessee may, without prior written consent of Lessor, install necessary internet services and devices to facilitate internet on the Premises. Lessee will not, without prior written consent of Lessor, replace or materially alter existing utility infrastructure.
- B. <u>Maintenance Services</u>. Except as may arise from the RV dump station and lawn area, Lessor will not be responsible for providing janitorial or other maintenance services on the Premises and will not be responsible for damage caused by or in connection with any maintenance or upgrades received or performed by Lessee.
- C. <u>Asphalt Parking Area.</u> Lessee will be responsible for all maintenance arising from normal vehicle usage of the paved parking areas, including weed mitigation and keeping the Premises free of garbage and litter.
- D. <u>Lawn Area.</u> Lessor will continue operations and maintenance of the lawn area of the Premises thru 2023. Lessor will be responsible for all landscaping maintenance, including mowing, weed mitigation, winter preparation, repairs and keeping the Premises free of garbage and litter.

- E. <u>No Waste.</u> Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises. Lessee may make tenant improvements, as allowed under this Lease Agreement, that do not compromise the integrity of the building. Lessee will ensure that any improvements and repairs will be done in a workmanlike manner and will comply with all applicable codes, ordinances, rules, and regulations.
- F. <u>Failure to Repair, Maintain, or Service.</u> In the event Lessee fails or refuses to make needed repairs, perform regular maintenance, or to take any other action required pursuant to this Lease Agreement, Lessor may give Lessee at least thirty (30) days' written notice and time to cure and, failing such cure, Lessor will have the right, upon giving Lessee reasonable written notice of Lessor's election to do the work on behalf of and for the account of Lessee. In that event, such work will be paid by Lessee promptly upon receipt of an invoice from Lessor.
- G. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknow or existing health hazard including, hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, Lessor agrees to protect Lessee and its employees and to make immediate corrective action to cure the problem. It is agreed that, in the event Lessee is unable to continue occupancy of the premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial, or administrative act, rule, decision or regulation, this Lease Agreement may be terminated by Lessee upon ten (10) business days' written notice to Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of Lessor.
- H. <u>Condition Upon Termination</u>. Upon termination of this Lease Agreement, Lessee will return the Premises in as good of condition as it was accepted and received in, and leave any tenant improvements considered permanent. Lessee will remove all personal property, and may remove all fixtures, including signage prior to returning possession to Lessor, pursuant to Section 9 of this Lease Agreement.

## 6. <u>Termination.</u>

- A. Except as otherwise provided, Lessee may terminate this Lease Agreement upon ninety (90) days' written notice to Lessor. Such notice will relieve Lessee of liability for any rent payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later.
- B. Except as provided in Section 10.B, Lessor may terminate this Lease Agreement for cause, and only after providing Lessee written notice of default and at least a thirty (30) day opportunity to cure an asserted event of default.
- C. This Lease Agreement will terminate automatically upon the closing of Lessee's purchase of the Premises from Lessor.
- 7. <u>Taxes.</u> The Premises has been and will remain in tax exempt status. Lessee, as an agency of the State of Idaho, is not liable for any taxes related to the Premises.

- 8. <u>Insurance.</u> Lessee is an executive agency 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. Lessor is a city or other political subdivision created by or pursuant to statute or other act of the Idaho legislature. Lessor may be self-insured or insured through a pooled or cooperative insurance program for any political subdivision, including through the Idaho Counties Risk Management Program ("ICRMP").
  - A. Lessor affirms that it has in place property and casualty insurance and that it will maintain all such policies related to the Premises for the duration of this Lease Agreement.
  - B. Lessor and Lessee will be responsible only for the acts, omissions or negligence of each Party's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code § 6-902.
  - C. Nothing in this Lease Agreement will extend the tort responsibility or liability of either Lessor or Lessee beyond that required by the Idaho Tort Claims Act, Idaho Code §§ 6-901 et seq. Any covered third-party tort liability claim, suit or loss arising from this Lease Agreement will be allocated to one or both Parties by the Division of Risk Management for purposes of the respective loss experienced and subsequent allocation of self-insurance assessments.
  - D. Each Party will be responsible for damage to property of the other Party caused by its employees in the performance of this Lease Agreement. If a property claim or damage is not covered by the Party's self-insurance or other property coverage, the responsible Party will pay the costs arising from such claim or damage to the extent funds are legally available therefore.
  - E. If a claim or damage arises from both Parties' performance of this Lease Agreement, or is not allocable to either Party, each Party will pay the costs arising from the claim or damage as mutually agreed or as may be adjudicated.
  - F. Each Party is obligated to notify the Division of Risk Management and the other Party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Lease Agreement.
- 9. <u>Option to Purchase.</u> The Parties acknowledge the City's intent to sell and IDPR's intent to purchase the Premises from the City. IDPR will have the first right and option to purchase the Premises and any improvements made to the Premises during the Lease Term or any extension period. At any time during the Lease Term or any extension period, IDPR may exercise the right and option to purchase the property by providing sixty (60) days' written notice to the City.
  - A. <u>Appropriation of Sufficient Funds.</u> IDPR's acquisition of the Premises is contingent upon appropriation of sufficient funds by the Idaho State Legislature.
  - B. <u>Appraised Purchase Price.</u> The Parties may agree on a purchase price that does not exceed the most recent appraisal of the Premises, which must be completed by an appraiser licensed in Idaho. The purchase price of the property shall not be less than the City's balance of any mortgages or liens on the Premises, if any. The final purchase price may be an amount not to exceed the most recent appraised value, less any rents paid after July 1, 2023, and less IDPR's due diligence and closing costs.
  - C. <u>Appraisal.</u> IDPR agrees to obtain and initially pay for an appraisal of the Premises, a complete and correct copy of which will be given to the City. The appraisal of the Premises must not include any tenant improvements or trade fixtures installed by IDPR at its sole cost and expense. If the City disagrees with the appraisal obtained by IDPR, the City may obtain and pay for a second appraisal by an appraiser licensed in Idaho. If

the City refuses to complete the sale of the Premises at the greater of the lesser appraised values, IDPR may elect from the following: 1) withdraw the notice of option to purchase, and continue as Lessee under the terms of this Lease Agreement; or 2) give notice of termination of this Lease Agreement, consistent with Section 6 of this Lease Agreement, within fifteen (15) business days of the City's notice of refusal.

- D. <u>Separate Conveyance Contracts Required.</u> At the time IDPR exercises the purchase option, a separate purchase and sale agreement will be negotiated, consistent with this Lease Agreement, and signed by the Parties. At closing, title to the Premises will be conveyed by the City by warranty deed and must be marketable, insurable and free from liens, restrictions, encumbrances, assessments and tenancies, except for rights which may be reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established of record and acceptable to IDPR. Any other existing liens, mortgages, encumbrances, or defects in title are to be discharged by the City on or before the date of closing and may be paid out of purchase money on the date of closing. Warrantees shall be transferred to IDPR on the date of closing.
- E. <u>RV Dump Station.</u> The area and infrastructure of the Premises containing the RV dump station will be included in IDPR's purchase of the Premises. The Parties may continue the City's management, operation, and maintenance of the dump station through a separate contract.
- F. <u>Lawn Area.</u> The area and infrastructure of the Premises containing the lawn area will be included in IDPR's purchase of the Premises. The Parties may continue the City's management, operation, and maintenance of the lawn area through a separate contract.
- G. <u>Due Diligence.</u> IDPR will only be responsible for facilitation of the following due diligence acts and initially paying related costs of the appraisal; environmental assessment, including septic tank and plumbing inspection; facilities inspection; survey (if needed); and flood certification. It is the intent of the Parties that all due diligence and closing costs initially incurred by IDPR will be deducted from the Purchase Price at closing. Any other due diligence and closing costs, and all costs related to discharge of any existing liens, mortgages, or other such encumbrances will be incurred by the City. If either Party has a real estate broker involved in the transaction, that Party will incur all related costs and fees. If either Party receives legal representation, the Party securing such legal representation shall bear the costs of any resultant legal fees and costs.
- H. Facilities Inspection. IDPR shall inspect, or cause to be inspected by an independent third party, all facilities within the Premises, including all buildings, RV pads and hookups, wells, and utilities, to determine the suitability of the facilities for the purposes of IDPR. The expense for such inspections will be initially borne by IDPR. The respective inspections will include inspections of the roofs, plumbing, HVAC, electrical, structural, elevators, site drainage, Americans with Disabilities Act (ADA) compliance, and testing for environmental conditions, such as asbestos, lead, radon and water. A written report of all findings of any inspection(s) must be delivered to IDPR and the City and provided to the appraiser for adjustment of the appraisal. Any legally mandated repairs, remediation, construction or alterations identified in any inspection must be completed by the City prior to closing at its sole cost unless otherwise agreed in writing by the Parties. Action to be taken on any other repairs, remediation, construction or alterations identified in the inspection will be subject to negotiation between the Parties. IDPR retains the option, subject to the foregoing requirement of a written report, to agree to forego any such repair, remediation, alteration or construction, and in such event, IDPR will have the right to instruct the appraiser to adjust the fair market value of the Premises accordingly. In the event IDPR does not agree to forego a particular repair,

remediation, alteration or construction identified by an inspection, including any legally mandated repairs, remediation, construction or alteration, IDPR's sole remedy, if the City will not perform any such repair, remediation, alteration or construction, shall be to terminate the acquisition of the Premises.

- I. <u>Environmental Site Assessment.</u> IDPR will conduct, or cause to be conducted a level one environmental site assessment of the Premises.
  - i. IDPR will initially be responsible for the costs of the environmental site assessment for the Premises. IDPR will provide the City a copy of the environmental site assessment report. The City must give IDPR notice in writing of the full nature and extent of any and all hazardous substances known to the City to exist on the Premises which are not fully and completely disclosed by that report, or will state that the full nature and extent of all such hazardous substances known to the City are fully and completely disclosed in the report. If the City fails to deliver such notice or statement, the City will be deemed to have represented to IDPR that the environmental site assessment report discloses the full nature and extent of all hazardous substances known to the City to exist on the Premises.
  - ii. <u>Removal Notice, Removal and Remediation.</u> Upon receipt of an environmental site assessment report identifying any environmental hazard, IDPR will have twenty (20) business days to either: 1) withdraw the notice of option to purchase and continue as Lessee; or 2) provide written notice to the City identifying the hazardous substances which must be removed or remediated prior to closing. If the City does not wish to remove such substance and remedy any corresponding contamination, IDPR may: 1) remove or remediate the environmental hazard(s) at its sole cost and responsibility; 2) withdraw the notice of option to purchase and continue as Lessee under the terms of this Lease Agreement; or 3) give notice of termination of this Lease Agreement, consistent with Section 6 of this Lease Agreement, within fifteen (15) business days of the City's notice of refusal. Each Party will remain responsible for payment of costs incurred related to due diligence.
  - iii. <u>Definitions.</u> The term "hazardous substance" will have the meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 6901, et seq., as amended, including "hazardous waste," as defined in 42 U.S.C. § 6903, "petroleum," as defined in 42 U.S.C. § 6991, and "underground storage tanks," as defined in 42 U.S.C. § 6991.
- J. <u>Preliminary Title Report.</u> The City must provide to IDPR within twenty-one (21) working days from the date of IDPR's notice of option to purchase, a preliminary title report for the Premises from a title company acceptable to IDPR doing title business in Fremont County, the county in which the Premises is located. The City will be responsible for the cost of providing the said preliminary title report. The City must disclose to IDPR any known unrecorded liens, encumbrances and any known potential liens and encumbrances to which the Premises may be subject. IDPR will have twenty (20) business days following delivery of the preliminary title report to note any unacceptable exceptions set out in the report and communicate those exceptions in writing to the City. Thereafter, the City will have a period of twenty (20) business days for mIDPR's communication of unacceptable exceptions to make arrangements for removal of each such exception at or before closing.
- K. <u>Survival of Warranties.</u> The provisions, covenants, representations and warranties will not merge in the deed of conveyance but will survive closing.

- L. <u>Approval by Park Board.</u> Prior to closing, IDPR must obtain approval by the Idaho Park and Recreation Board to acquire the Premises.
- 10. Damage or Destruction to Premises.
  - A. <u>Damage or Destruction Renders Premises Unfit for Occupancy.</u> If, during the term of this Lease Agreement, the Premises, or any portion of it is destroyed or damaged by fire, water, wind, or any other cause not the fault of Lessee, so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement will be automatically terminated and at an end. Lessee will immediately surrender the Premises to Lessor and must pay rent only to the time of such surrender.
  - B. Some Portion Unfit for Occupancy.
    - i. Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises is destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) business days to as good of condition as originally received, Lessee may elect to continue this Lease Agreement and Lessor will have the option to restore the Premises. Lessee must give written notice of its intention to continue this Lease Agreement within thirty (30) business days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.
    - ii. If Lessor elects to restore or rebuild pursuant to the option provided in paragraph 10.B.i, the rents otherwise due Lessor by Lessee will be abated equal to the monthly cost per square foot of the unoccupied portion of the Premises for that period of time during which restoration or rebuilding of the Premises occurs. If Lessee is unable to occupy all or part of the Premises during the restoration then, Lessee will not remit rent payment until occupancy reoccurs. If such restoration or rebuilding exceeds ninety (90) business days beyond the date of destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the premises prior to termination.
  - C. <u>Prepaid Rent.</u> In the event this Lease Agreement is terminated as the result of damage or destruction to the Premises during the Lease Term or any extension period, for which Lessee has prepaid rent, Lessor must, within ten (10) business days from the date of notification of termination by Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that Lessor does not timely remit the full amount of any prepaid rent, Lessee will be entitled to collect the full amount of its prepaid rent from any insurance proceeds in the manner set forth in this Lease Agreement.
- 11. <u>Other Events of Default.</u> In the event Lessor defaults in the performance of any material term, covenant, or condition of this Lease Agreement, Lessee may provide written notice of said default, specifying the alleged default, and the noting that Lessor has fifteen (15) business days to cure. At the termination of this Lease Agreement, for any reason, should Lessee be in default as a result of surrendering occupancy of the Premises in some manner violative of this Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent; provided, however, Lessor must exercise due diligence to mitigate any and all future losses of rent or damages that may result due to failure of the Lessee to occupy the Premises.

- 12. <u>Sufficient Appropriation by Legislature Required.</u> It is understood and agreed that Lessee is a governmental entity, and this Lease Agreement will in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for Lessee to continue such rent payments. All future rights and liabilities of the Parties will cease within ten (10) calendar days after the notice to Lessor. It is understood and agreed that the rent payments provided for in this Lease Agreement will be paid from State legislative appropriations.
- 13. <u>Officials, Agents, and Employees of Parties Not Personally Liable.</u> In no event will any official, officer, employee, volunteer, or agent of IDPR or the City be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, whether express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of Lessee or Lessor will have any personal liability or responsibility under this Lease Agreement, and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with IDPR and the City.
- 14. <u>Relationship of Parties.</u> Nothing in this Lease Agreement will be construed as creating any relationship between the Parties other than that of landlord and tenant; nothing contained in this Lease Agreement will be construed to create any other relationship between the Parties, including employer-employee, principal-agent, master-servant, partnership or joint venture.
- 15. <u>Notices</u>. Notices required or contemplated under this Lease Agreement must be in writing. Notices will be deemed given and delivered when hand-delivered; deposited in the United States Mail, and mailed by regular or certified mail, postage repaid, 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 facsimile number or email address, or to such other facsimile number or email address as may, by notice, be designated. If any type of "undeliverable" message is received by the Party transmitting an email, delivery shall 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 shall be presumed to not have occurred. Notices shall be sent, as follows:

<u>Lessor</u> City of Ashton c/o Cathy Stegelmeier, City Clerk PO Box 689 Ashton, Idaho 83420-0689 cityclerk@ashtonid.gov Lessee Idaho Department of Parks and Recreation c/o Susan E. Buxton, Director PO Box 83720 Boise, Idaho 83720-0065 Susan.buxton@idpr.idaho.gov

- 16. <u>Assignment.</u> The terms of this Lease Agreement will apply to any successor or assign of either Lessor or Lessee in like manner as to the original Parties. If Lessor assigns its interest in this Lease Agreement pursuant to a sale or other conveyance of the Premises (except a conveyance as contemplated by Section 9) to a person or entity expressly assuming Lessor's obligations under this Lease Agreement, Lessee may continue under this Lease Agreement and would recognize the new owner as the lessor. This paragraph shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment.
- 17. <u>No Waiver</u>. The failure of Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement will not be construed as a waiver or relinquishment of any such covenant or agreement, but the same will be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.
- 18. <u>Modification</u>. This Lease Agreement may be modified only by the prior written consent of authorized representatives of the Lessor and Lessee.
- 19. <u>Authority.</u> The Parties each represent and warrant that they possess full and complete authority to covenant and agree as provided in this Lease Agreement. The signatories for IDPR and the City respectively represent and warrant that such signatory possesses the authority to covenant and agree as provided in this Lease Agreement, whether by resolution of a governing board or council.
- 20. <u>Material Representations.</u> The Parties agree and acknowledge that the representations and acknowledgements made in this Lease Agreement are material and the Parties have relied upon them in entering into this Lease Agreement.
- 21. <u>Severability.</u> If any provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.
- 22. <u>Lessor's Right to Lease</u>. The Lessor warrants that it lawfully possessed of the premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor will put Lessee into actual possession of the Premises at the commencement of the Lease Term and will ensure to Lessee the sole, peaceful, and uninterrupted use an occupancy of the premises during the Lease Term and any extension period.

- 23. <u>Complete Statement of Terms.</u> This Lease Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements. The execution of this Lease 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, inducements, or undertakings whatsoever between the respective Parties, except those expressly contained in this Lease Agreement.
- 24. <u>Counterparts.</u> This Lease Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Lessee has executed this Lease Agreement with Option to Purchase as set forth below.

## LESSEE: STATE OF IDAHO, DEPARTMENT OF PARKS AND RECREATION

#### Susan E. Buxton, Director

STATE OF IDAHO ) )ss. County of Ada )

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared SUSAN E. BUXTON, as the Director of the Idaho Department of Parks and Recreation, that executed the foregoing instrument, and acknowledged to me that she executed the same as said Director, and that the STATE OF IDAHO, DEPARTMENT OF PARKS AND RECREATION has executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

(seal)

Notary Public Residing at \_\_\_\_\_ Commission Expires: \_\_\_\_\_ IN WITNESS WHEREOF, Lessor has executed this Lease Agreement with Option to Purchase as set forth below.

#### LESSOR: CITY OF ASHTON,

#### Tom Mattingly, Mayor

STATE OF IDAHO ) ) ss. County of Fremont )

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TOM MATTINGLY, as the Mayor of the City of Ashton, that executed the foregoing instrument, and acknowledged to me that he executed the same as said Mayor, and that the CITY OF ASHTON has executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

(seal)

Notary Public Residing at \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

#### EXHIBIT A

## THE PREMISES LOCATED AT 801 NORTH HIGHWAY 20 ASHTON, IDAHO 83420-0689

The following description is for a parcel of property lying immediately North of and adjacent to the present North City Limit of the City of Ashton and immediately East of and adjacent to the East right-of-way line of U.S. Highway 20, being a portion of the SW1/4 of the NW1/4, Section 25, T9N, R42EBM:

Beginning at a point on the North line of Lot H of the original Township Plat of the City of Ashton where said North line of Lot H intersects the East right-of-way line of U.S. Highway 20, and running thence in a Northerly direction along the East right-of-way line of U.S. Highway 20, N09°52'36"E 88.19 feet; thence N00°05'00"E, 263.1 feet; thence East 375.00 feet; thence South 349.98 feet to the North line of Lot H; thence West along the North line of Lot H (present city limits) 390.51 feet to the point of beginning.

Consisting of 3.03 acres, more or less.

# **AERIAL IMAGES**

## Google Maps

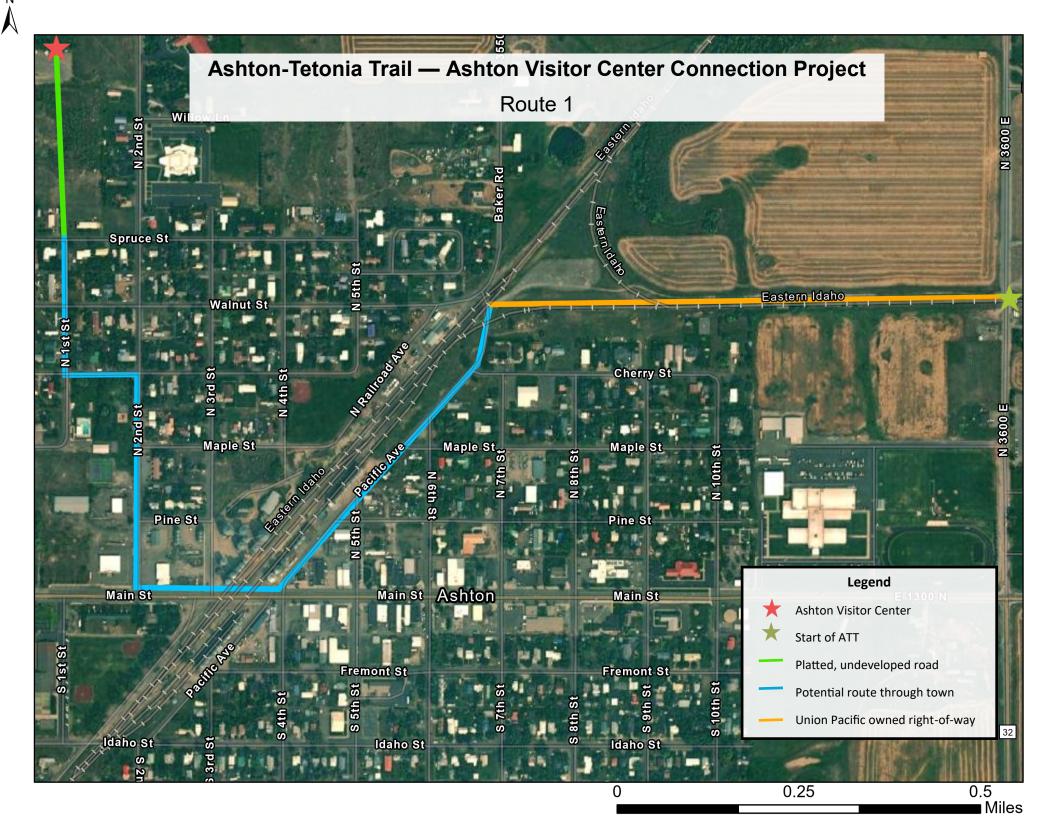


Imagery ©2022 Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 500 ft

## Google Maps



Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft









□ IDAPA RULE □ BOARD POLICY

## □ IDAPA FEE BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

#### AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Waters Ranch 3599 Garden Creek Road Challis, ID 83226

AGENDA ITEM:	Quitclaim Deed from Idaho State Building Authority Billingsley Creek Unit of Thousand Springs State Park
ACTION REQUIRED:	Approve Quitclaim Deed
PRESENTER:	Adam R. Zaragoza, Management Services Administrator Heid Burks, Contracts Officer

### PRESENTATION

#### **BACKGROUND INFORMATION:**

The Idaho Parks and Recreation Board ("Board") may "acquire in the name of the State of Idaho by gift, devise, purchase, agreement, or otherwise, such land as in its judgment may be necessary, suitable and proper for roadside picnic, recreational or park purposes and to control, develop and maintain such land and all existing state parks..." Idaho Code § 67-4224. The purpose of this agenda item is for the Board to accept the quitclaim deed from the Idaho State Building Authority.

In September 2001, the McFadden family deeded the Billingsley creek property to the Idaho State Building Authority (ISBA). At that time, there was a small portion of land listed as an exception in the warranty deed. In November 2012, ISBA deeded the property to IDPR, however, they did not include the excepted property. In June 2015, the McFadden family deeded the northern most triangular piece of land to IDPR attempting to make the property whole. Because there are 2 separate deeds with an excepted area between them, staff feels like this may have been an oversight at the time.

In September of 2020, IDPR and the City of Hagerman entered into an agreement for an exchange of water rights, and, as part of that agreement, the City agreed to annex the Billingsley Creek unit. Idaho Code 50-222(4)(a) states, "Lands need not be contiguous or adjacent to the city limits at the time the landowner consents to annexation for the property to be subject to a valid consent to annex; provided however, no annexation of lands shall occur, irrespective of consent, until such land becomes contiguous or adjacent to such city."

IDPR staff and the attorney general's office have worked together to draft the deed from ISBA to IDPR. ISBA is willing to sign the quitclaim deed to IDPR. After approval, IDPR will consolidate the 3 parcels into 1, contiguous parcel, update the legal description and proceed with annexation into the City of Hagerman.

#### STAFF RECOMMENDATIONS:

Staff recommends a roll call vote of the Board to accept the property upon a signed quitclaim deed acceptable to IDPR.

Enc: Quitclaim Deed Excepted Area Exhibit Updated Record of Survey RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

State of Idaho Idaho Dept. of Parks and Recreation 5657 Warm Springs Ave Boise, Idaho 83716

(Space Above for Recorder's Use)

### **QUITCLAIM DEED**

For value received Idaho State Building Authority ("Grantor"), does hereby convey, release and forever quitclaim unto State of Idaho, acting by and through the Idaho Park and Recreation Board through the Idaho Department of Parks and Recreation (collectively "Grantee"), whose address is 5657 Warm Springs Ave, Boise, ID 83716, all right, title and interest which Grantor now has or may hereafter acquire in the real property and improvements situated in Gooding County, State of Idaho, as more particularly described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Idaho State Building Authority

STATE OF IDAHO ) ) ss. County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me \_\_\_\_\_, a Notary Public in and for said State, personally appeared **WAYNE MEULEMAN**, known or identified to me to be the Executive Director of the Idaho State Building Authority that executed said instrument, and acknowledged to me that the Idaho State Building Authority executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho Residing at: \_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_\_

#### EXHIBIT A

#### Legal Description

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho

Section 11: That part of the North one-half of the Northeast Quarter of the Southeast Quarter, lying West of the following described line:

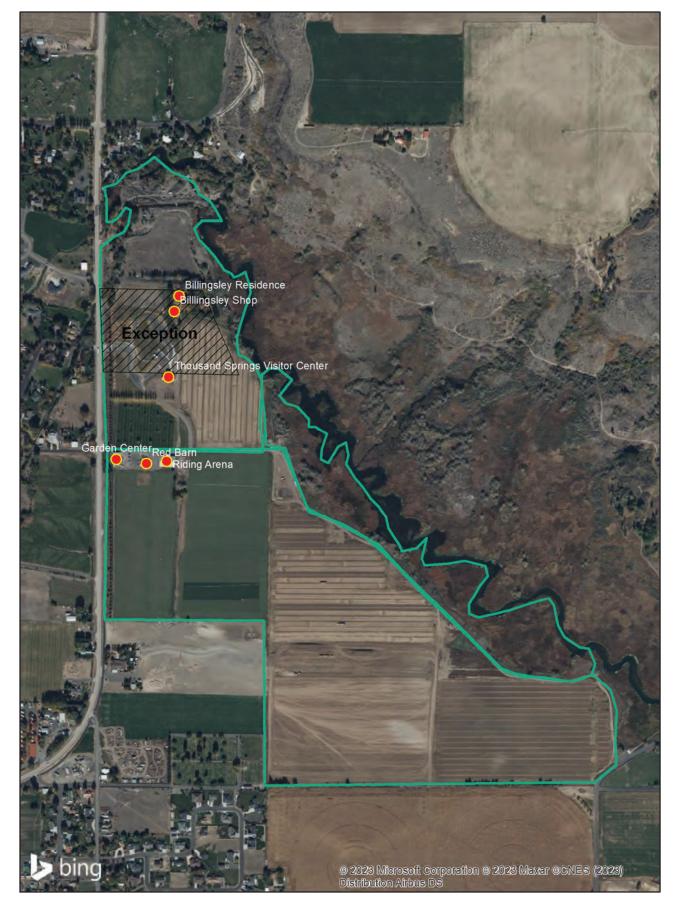
BEGINNING at a point on the North boundary line of the South one-half of the Southeast Quarter of the Northeast Quarter from which point the Northeast corner of said South one-half of the Southeast Quarter of the Northeast Quarter bears North 89°33' East 734.0 feet;

Thence South 28°25' East 444.0 feet;

Thence South 21°55' East 800.00 feet;

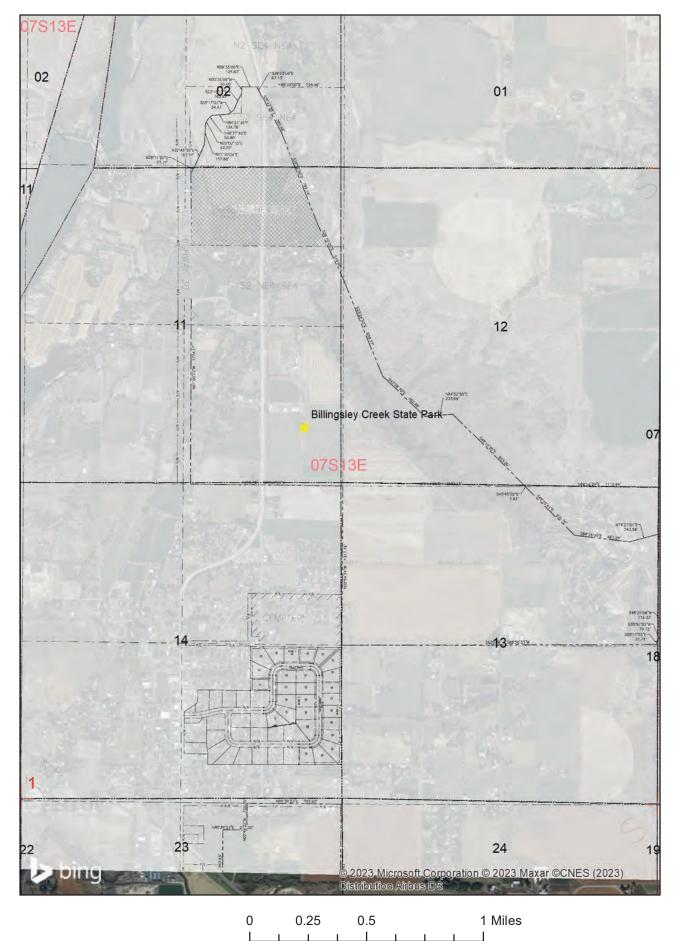
Thence South 25°12' East 520.00 feet to a point on the Section line common to Section 11 and 12.

# Billingsley Creek State Park

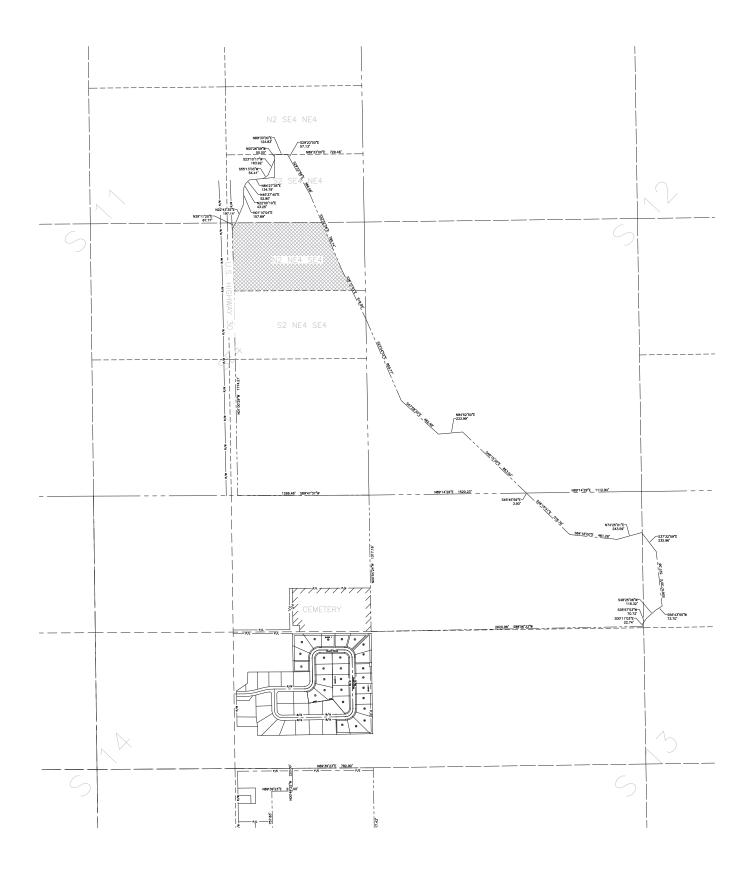


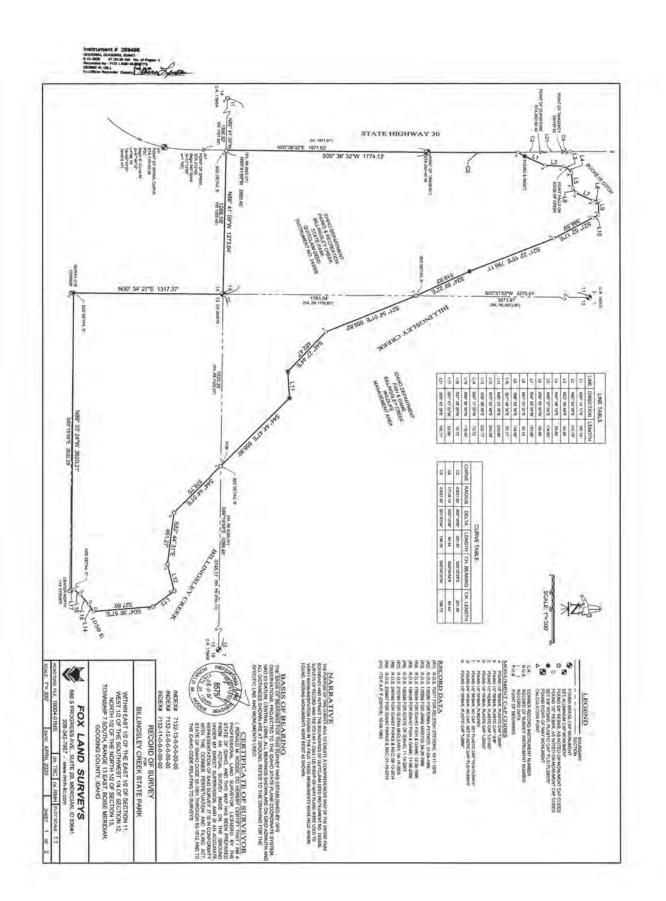


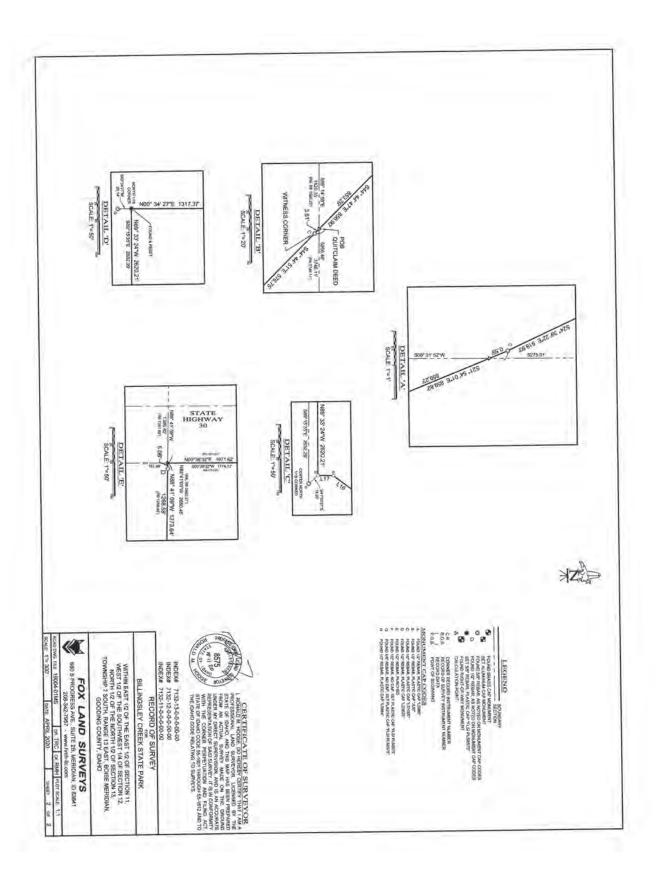
# Billingsley Creek State Park



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□ IDAPA RULE □ BOARD POLICY

## □ IDAPA FEE BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

#### AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Waters Ranch 3599 Garden Creek Road Challis, ID 83226

AGENDA ITEM:Policy 8030 and 7080 RevisionsACTION REQUIRED:Approve Policy Revisions

PRESENTER: Adam R. Zaragoza Management Services Administrator

## PRESENTATION

#### **BACKGROUND INFORMATION:**

At the November 9<sup>th</sup>, 2022 Board meeting, staff presented and discussed the current IDPR policy 8030 for Park Naming Conventions. A little discussion occurred, and the outcome was a small subcommittee would be set up to review, amend, and propose changes to the policy. The subcommittee met twice between the November 2022 and February 2023 Board meetings.

At the February 2023 Board meeting, staff presented the proposed draft to the Board as information only. At the time, staff discussed the changes to the Board. The formal action was decided to occur at the May 2023 meeting.

#### STAFF RECOMMENDATIONS:

Staff recommends the Board approve the revisions to policy 8030 and 7080 as presented.

# **PROPOSED POLICY 8030 REVISION**



## **Naming Conventions**

*Effective Date: May, 2023 Policy #: 8030* 

## 1. Purpose:

The purpose of this policy is to provide guidance on naming of new parks, park units, facilities, features, memorials, etc and to specify approval authority. This policy applies to the naming of new parks, park units, facilities or to change any in name to parks, park units or facilities whether initiated by the Department or a cooperator through a sponsorship agreement as established in policy 7080 Sponsorship.

## 2. Scope:

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

## 3. Responsibility:

The management services administrator is the owner of this policy and is responsible for reviewing, and updating the policy to reflect current laws, needs, and agency strategic initiatives. The Board must approve any amendment to this policy.

## 4. Definitions:

#### Board:

The Idaho Park and Recreation Board.

**Cooperator:** An individual, foundation, corporation, government agency, not-forprofit organization, friends groups, concessionaire, or other entity that acts as a benefactor by donating, contributing, granting, subscribing, leasing, or providing other funds, materials, or labor for the purpose of maintenance, improvement, restoration, enhancement, reclamation, addition or enlargement of programs, holdings, properties, resources, or facilities of the Department. Also known as "sponsor."

**Department:** The Idaho Department of Parks and Recreation.

**Employee:** A person employed by the Department, including volunteers.

**Facilities:** Any constructed feature or object within lands administered by the Department including but not limited to, shelters, visitor centers, storage structures, work centers, entrance kiosks, restroom and shower facilities, amphitheaters, lodges, overnight lodging, boat launches and ramps, playground equipment, fire rings, paddocks, pathways, roads, pay stations, or trail and directional signs.



## **Naming Conventions**

*Effective Date: May, 2023 Policy #: 8030* 

## 5.0 Approval Authority and Process

### New State Park

For new state parks, the Department may name the state park in honor of an individual, living or deceased, or an entity that has contributed specifically to the park and that represents achievements of highest distinction in a professional or public service role. The Board has final approval authority over new state park names.

### New or Renaming of State Park Unit or Area

The Board has final approval authority of state park unit names. Example Sugarloaf Unit of Lake Cascade State Park, or, Lionhead Unit of Priest Lake State Park. Any request to name or rename a state park unit must be considered as an action item at a noticed public meeting of the Board.

The Director has final approval of park area names within the State, example Aspen Loop of Ponderosa State Park. State Park areas do not need to be at a noticed public hearing.

#### **Monuments or Memorial Installations**

The Director has final approval authority for recognition boards and minor memorial installations, such as park benches and trees. All other memorial installations require Board approval at a noticed public hearing.

### Sponsorships

Idaho Code 67-4223(15) allows the Department to enter into sponsorship agreements for private, non-profit public benefit corporations and other persons, corporations and entities as may be appropriate for parks or other facilities within the state park system. Sponsorship approvals shall follow IDPR policy 7080.

If the naming is tied to a sponsorship agreement, the term of the naming privilege must be listed within the agreement. Upon termination of the initial sponsorship agreement, and if deemed appropriate by the Board, the cooperator may be given first right of refusal for a subsequent sponsorship agreement.

The Department cannot assure cooperators that the name will be permanently affixed to the facility. Any sign displaying the name may be removed and replaced within an established time frame, when the facility is being renovated, or if there are problems of vandalism or other maintenance concerns.

The Department may terminate the naming privilege immediately if, in the sole judgement of the Department, the actions of the cooperator are such that continued association with the cooperator is detrimental to the interests of the Department.



## **Naming Conventions**

*Effective Date: May, 2023 Policy #: 8030* 

## 6.0 Naming Convention Guidelines

**Geographic Features:** The Department will not name geographic features, whether natural or man-made, for cooperators. The Department cannot rename geographic features if the place is already federally named or recognized.

If the Department wishes to assign a name to an otherwise unnamed geographic feature on federal property, the Department must apply for and receive federal approval. For details, see: <a href="http://www.usgs.gov/core-science-systems/ngp/board-on-geographic-names/domestic-names">www.usgs.gov/core-science-systems/ngp/board-on-geographic-names/domestic-names</a>.

**State Park or Unit:** Because state parks are public places owned by the people of Idaho, simply having made a significant monetary contribution to the Department should be carefully considered so that the perceptions of the public are positive, and the recognition does not imply private or exclusive use or ownership.

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.

For new and existing state parks or areas, the Department may recommend naming in honor of an individual, living or deceased, or an entity that has contributed specifically to the park and that represents achievement of highest distinction in a professional or public service role which does not conflict with the Department mission and goals.

**Monuments or Memorial Installations:** In proposing commemorative installations, a cooperator must clearly demonstrate that the association between the park and the person, group, or event is of exceptional importance and worthy of being included in the park's interpretive efforts. In cases where a person is proposed for commemoration, at least 5 years must have elapsed since the death of the person, or, the proposer may present to the Board the importance of the individual or group if less than 5 years at a noticed public hearing. The Board shall have the final determination in the memorial or event.

The recognition may list the name of the person in whose memory the donation is given, but not include the honoree's date of birth or death, military service, degrees or other personal information. Recognition will be secondary or subordinate to names that describe purpose or area. An example might be: "Spider Falls Campground donated in the memory of Jane T. Smith" not the "Jane T. Smith Memorial Campground."

## 7.0 Revision History

1. Revised by PS&ES on 01/30/2020. Supersedes portions of policy 7080 Sponsorship Approvals. Moved to separate policy.

2. Approved by Board on 3/16/2020.

# **PROPOSED POLICY 7080 REVISION**



## **Sponsorship Approvals**

Effective date: May 2023 Policy #: 7080

## 1. Purpose:

The purpose of this policy is to further define the provisions of Section 67-4223(15), Idaho Code, which deals with the ability of the Department to recognize cooperators (also referred to as "sponsors"). This policy also provides procedures related to the approval of proposed sponsorships and documenting that approval.

## 2. Scope:

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

## 3. Responsibility:

The communications manager is the owner of this policy and is responsible for reviewing and updating the policy to reflect current laws, needs, and strategic initiatives. The Director must approve any amendment to this policy.

## 4. Standards and Procedures:

## 4.1. Definitions

**Cooperator.** An individual, foundation, corporation, government agency, not-for-profit organization, friends groups, concessionaire, or other entity that acts as a benefactor by donating, contributing, granting, subscribing, leasing, or providing other funds, materials, or labor for the purpose of maintenance, improvement, restoration, enhancement, reclamation, addition or enlargement of programs, holdings, properties, resources, or facilities of the Department. Also known as "sponsor."

**Department:** The Idaho Department of Parks and Recreation.

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

IDAPA: Idaho Administrative Procedures Act.

*Employee:* A person employed by the Department, including volunteers.

**Facilities**. Any constructed feature or object within a state park including but not limited to, shelters, visitor centers, storage structures, work centers, entrance kiosks, campground loops, restroom and shower facilities, amphitheaters, lodges, overnight lodging, group use area, concessionaire facilities, boat launches and ramps, playground equipment, fire rings, paddocks, pathways, roads, pay stations, or trail and directional signs.

**Political Organization:** A party that sponsors candidates for election to political office.

**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.

**Sponsorship:** The provision of financial support or the provision of goods and services in support of the Department's mission-related activities for which there is no expectation that the cooperator (as defined above) or sponsor will receive a substantial return benefit other than the right to recognize or display their branding, products, name, or logo on Department property or materials.

**Sponsorship Agreement**. An agreement describing the arrangement between the Department and the cooperator or sponsor including what the cooperator or sponsor is offering and what action the Department will take in recognizing that offer.

## 4.2. Applicability

Recognition of cooperators must be consistent with the Department's mission, goals, and policies. These apply to recognition given in consideration of financial, in-kind, or material assistance from cooperators or sponsors. Financial assistance may be in the form of donations, grants, inter-governmental agreements or partnerships, sponsorships, endowments, concessionaire agreements, or other working agreements with the Department.

## 4.3. Standards

**Approval Criteria.** In evaluating and approving sponsorships and associated recognition plans, the responsible approver may consider the following criteria:

- The compatibility of the sponsor's products, customers, and promotional goals with the Department's mission to improve the quality of life in Idaho through outdoor recreation and resource stewardship;
- 2. The sponsor's past record of involvement in public recreation projects;
- 3. The desirability of association with the sponsor, including the sponsor's public image, and reputation;
- 4. The timeliness and readiness of the sponsor to enter into an agreement;

- 5. The value in cash, or in-kind goods or services, of the proposal in relation to the scope of the sponsorship.
- 6. The compatibility of the proposed display with the visual integrity of the affected state park or program and the visitor experience;
- 7. The program, operation, or maintenance costs that may be incurred by the Department in relation to the proposal.

**Prohibited Arrangements.** The Department will not approve a sponsorship or recognition plan that contains any of the following:

- 1. Qualitative or comparative language;
- 2. Endorsements by the Department;
- 3. Price information or indications of savings or value; or
- 4. Non-commercial speech that may be construed as political, religious, or as asserting a position on a public issue.

**Cumulative Impacts**. The Department will minimize the impacts of visual clutter to natural, cultural, historic, and built environments.

**Maintenance and Repair**. The Department is under no obligation to maintain or replace recognition signs, plaques, or structures if they are vandalized, lost, stolen or otherwise destroyed, or need to be relocated as a result of necessary park operations unless agreed upon in the recognition plan.

**Special Privileges.** Providing financial assistance to the Department on a project does not entitle the sponsor to any special privileges other than recognition as set forth in this policy.

These standards do not apply to the display of company names, products, or logos at facilities operated by concessionaires. These guidelines do not apply to donation of goods, cash, or property made to the Department with no expectation of promoting the donor's branding, products, name, or logo in association with the gift.

## 4.4 Cooperator Recognition and Sponsorship Agreement

All cooperator recognition plans must be memorialized in a sponsorship agreement. A sample sponsorship agreement is included in the policy. Sponsorship agreements may be self-initiated by the potential sponsor or solicited by the Department.

The sponsorship agreement must include, but is not limited to:

- 1. A detailed statement of how the Department is improving services through the arrangement and how the arrangement supports the mission of the Department.
- 2. A detailed statement of the Department's and the cooperator's responsibilities and roles.
- 3. A detailed plan for recognition of cooperators contributions to include display, type, location, size, design, content, and duration.

4. Financial, Term and termination provisions.

## 4.5. Approval Responsibility

**Individual Park or Program Sponsorship Agreement Approval.** The following approval responsibilities apply to sponsorships agreements involving an individual park or program. For the purposes of this policy, the term "individual park" includes 1) parks that have multiple units under a single park manager, e.g., Lake Cascade State Park and 2) multiple parks under a single park manager, e.g., Heyburn State Park and Mary McCroskey State Park.

Sponsorship Value	Term of Recognition	Required Approval	
< \$1,500	≤ one year	Program manager	
≥ \$1,500 and < \$5,000	≤ one year	Region manager or bureau chief	
≥ \$5,000 and < \$10,000	≤ one year	Division administrator	
≥ \$10,000	≤ one year	Director	
Any amount	> one year	Board	

Note: The symbol "<" indicates "less than"; " $\leq$ " indicates "less than or equal to"; " $\geq$ " indicates "greater than or equal to"; and ">" indicates "greater than".

**Multi-Park or Statewide Program Sponsorship Agreement Approval.** The following approval responsibilities apply to sponsorships agreements involving more than an individual park or a program as set forth above.

Sponsorship Value	Term of Recognition	Required Approval	
< \$5,000	< one year	Region manager or bureau chief	
≥ \$5,000 and < \$10,000	< one year	Division administrator	
≥ \$10,000	< one year	Director	
Any amount	≥ one year	Board	

Note: The symbol "<" indicates "less than" and "≥" indicates "greater than or equal to."

## 4.6. Naming Rights

Any sponsorship agreement that includes naming a park unit, park facility, a structure, or a room within a structure must be approved by the Board consistent with *Policy 8030: Naming Conventions*.

## 4.7. Right to Refuse

The Department may refuse to enter into a sponsorship agreement with any potential cooperator. The Department will, among other matters, consider the qualifications and experience of any individual or entity seeking a sponsorship agreement. The primary consideration in any arrangement is the benefit to the Department and the compatibility of the cooperator's products, services, and mission with the Department's mission, goals, and policies.

The Department will not enter into a sponsorship agreement with any political organizations, adult entertainment establishments, or companies whose primary business is selling tobacco or pornography.

## 5. **Revision History**:

- 1. Revised by PS&ES on 1/30/2020. Incorporated provisions from *IDAPA 26.01.06 Rules Governing Cooperator Recognition and Sale of Advertising*. Moved section on naming rights to separate policy.
- 2. Approved by Director on 4/23/2020.

## 6. **References**:

- 1. Idaho Code 67-4223 (15)
- 2. Policy 8030 Naming Conventions

- End of Document -

# **Sponsorship Agreement**

#### RECITALS

Sponsor wishes to make a charitable contribution to IDPR for the use and benefit of the Bruneau Dunes Obervatory as set forth in this Agreement.

IDPR desires to accept such contirbution, subject to the terms and conditions set forth in this Agreement.

#### AGREEMENT

- Contribution: Sponsor hereby pledges to IDPR, for the display of their name and logo for the benefit of the Idaho State Parks. The Contribution: \$50,000.00 is for the sponsors logo to be included on the Bruneau Dunes Obervatory.
- 2. <u>Term.</u> This Sponsorship right shall last for five years.
- 3. <u>Payment Schedule</u>. The Donation is an irrevocable pledge that will be paid to IDPR over a period of five (5) years. Payments in support of this pledge will begin October 1, 2023 upon the execution of this Agreement, with an initial payment of \$10,000.00 and will continue annually thereafter on the anniversary of the Effective Date according to the following schedule:

Amount of payment by Donor	Due Date
\$10,000.00	Ocotber 1, 2023
\$10,000.00	October 1, 2024
\$10,000.00	October 1, 2025
\$10,000.00	October 1, 2026
\$10,000.00	October 1, 2027

Sponsor may accelerate the payment of any or all of this pledge at any time at Sponsor's discretion, so long as the cumulative total of all donation payments meets the foregoing schedule. Payments shall be paid by Sponsor to IDPR via check or other securities, or other methods acceptable to Sponsor and the IDPR Board.

- 4. <u>Acknowledgment</u>. In consideration for the donation, IDPR will include the \_\_\_\_\_\_ logo on the Bruneau Dunes Observatory.
- <u>Termination of Sponsorship</u>. In addition to any rights and remedies available at law, the Parks Board may terminate this Agreement and all rights and benefits of the Sponsor hereunder, including removal of the logo;
  - a. In the event of any default in payment of the donation as provided in this Agreement, or
  - b. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the Sponsorship chosen by the Sponsor would adversely impact the reputation, image, mission or integrity of IDPR, in the event of a continued association with Sponsor and the continuation of the Logo provided for herein.

Upon any such termination of this Agreement, IDPR shall have no further obligation or liability to Sponsor and shall not be required to return any portion of the Donation already paid. The Board, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Donation already received.

- 6. <u>Publicity.</u> For purposes of publicizing the Donation and the Logo, IDPR will have the right, without charge, to photograph the Logo and use the names, likenesses, and images of the Logo in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing IDPR's parks and activities.
- 7. <u>Assignment</u>. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
- 8. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
- 9. <u>Sponsor Approval</u>. This Agreement and the Logo design and specifications provided for herein are subject to the approval of the State Parks Board, and will not be effective unless and until approved by the Sponsor.
- 10. **Board Approval**. This Agreement and the Logo design provided for herein are subject to the approval by the State Parks Board and will not be effective unless and until approved by the Board of the Idaho Department of Parks and Recreation.

ACCEPTED AND AGREED TO:

Idaho Department of Parks and Recreation

\_\_\_\_\_ Sponsor (?)

By:			
Name:			
Title:			

By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Title: \_\_\_\_\_ ☐ IDAPA RULE ☐ BOARD POLICY

## □ IDAPA FEE BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

#### AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM: Park Naming

### ACTION REQUIRED: Approve "Challis Hot Springs" as a Unit of Land of Yankee Fork State Park

**PRESENTER:** Susan E. Buxton, Director

### PRESENTATION

#### **BACKGROUND INFORMATION:**

At the February 2023 Board meeting, the Board accepted Hammond Hot Springs LLC property, more commonly known as "Challis Hot Springs," as real property owned and managed within the Idaho Department of Parks and Recreation system. An executed Warranty Deed was delivered to IDPR on February 15, 2023. The Warranty Deed has been filed with the County and IDPR's Contracts Officer retains all the copies. Per the Purchase and Sale Agreement, the formal transition of operations date will be May 1, 2023.

The Land of the Yankee Fork State Park's headquarters is at the intersection of highways 75 and 93. The location of the new unit will be managed by LOYF staff. Board policy 8030 states, "The Board has final approval authority of state park unit names."

#### STAFF RECOMMENDATIONS:

Staff recommends the Board name "Challis Hot Springs" as a unit of Land of the Yankee Fork State Park.

Exhibit

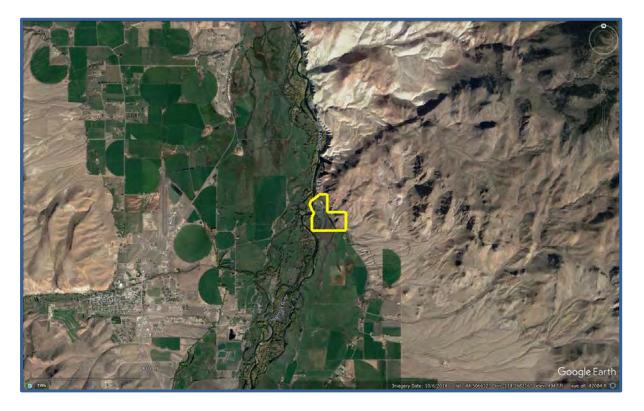


CHALLIS HOT SPRINGS AERIAL VIEWS MSA-22-0146

# **Aerial Views**

**GOOGLE EARTH AERIAL VIEWS** 





## □ IDAPA FEE □BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

AGENDA ITEM:	Ponderosa State Park, North Beach Unit Interim Park Rule Prohibiting Alcohol during July 4 <sup>th</sup> Holiday
ACTION REQUIRED:	No Action – Information Only
PRESENTER:	Troy Elmore, Administrator of Operations

## PRESENTATION

#### **BACKGROUND INFORMATION:**

Adult alcohol possession and consumption are, generally, permitted in state parks. IDAPA 26.01.20.175.05 provides that: "State laws regulating alcoholic beverages and public drunkenness are enforced within lands administered by the department."

During the November 2015 Regular Board Meeting, the Idaho Park and Recreation Board (Board) directed Idaho Department of Parks and Recreation (IDPR) staff to draft a Memorandum of Understanding between IDPR, the Valley County Board of Commissioners, and the Valley County Sheriff regarding prohibitions related to alcohol and the Fourth of July holiday (MOU). As was described in the November 2015 Board Meeting, an increasing number of partygoers and excessive alcohol consumption had created a situation of undue demands on local law enforcement, an increased amount of criminal activity, and the complete displacement of traditional family-oriented park users.

The final draft of the MOU came before the Board, and was approved in the February 2016 meeting, with all parties signing as of April 14, 2016 (Attach. A, MOU). The MOU was renewed and extended by all the parties on June 2, 2021, and remains the operative agreement between IDPR, the Valley County Commission, and the Valley County Sheriff (Attach. B, Renewal & Extension). Unless extended again, the MOU will expire by its own terms on July 30, 2025 (see Attach. B). The MOU is only one component of a larger effort by Valley County, the City of McCall, Idaho State Police, and residents of McCall to reduce troublesome, alcohol-related behavior associated with the Fourth of July holiday in the McCall area.

The MOU defines the roles and responsibilities of the parties for the management of the North Beach Unit of Ponderosa State Park over the Fourth of July holiday. The MOU provides that IDPR will establish an interim rule temporarily banning the possession and consumption of alcohol at the North Beach Unit during the Fourth of July holiday to ensure the public health and safety, and enjoyment of the North Beach Unit. An interim rule has

been established and posted each year since 2016. Recently, the City of McCall and Valley County have communicated their preference to maintain the alcohol ban for the 2023 holiday too.

"The department of parks and recreation shall control, manage, and administer the property held in the park land trust" including Ponderosa State Park. Idaho Code § 67-4243. To that end, Park Managers are authorized to establish and enforce interim rules, as follows:

IDAPA 26.01.20.075.02

**Park or Program Manager Authority – Enforcement.** A park or program manager may establish and enforce all rules, including interim rules. Interim rules apply to the public safety, use, and enjoyment or protection of natural, cultural, or other resources within lands administered by the department. Interim rules will be posted for public view and will be consistent with established state laws and these rules. Interim rules expire in one hundred twenty (120) days from the established effective date unless approved by the board.

The following interim rule (also enclosed at Attach. C), has been utilized by the Ponderosa State Park Manager in accordance with the MOU and IDAPA:

The Idaho Department of Parks and Recreation has established an interim rule pursuant to IDAPA 26.01.20.075.02: temporarily banning the possession and consumption of alcohol at the North Beach Unit during the Fourth of July holiday, in order to ensure the public safety, use, and enjoyment of the North Beach Unit.

IDPR will continue the interim rule for 2023, 2024 or 2025 – if determined an appropriate action by the Ponderosa Park Manager to protect the public safety, use and enjoyment of the lands administered within the Park. Each year the interim rule is applied, it will be posted for public view at least thirty days before the Fourth of July holiday.

July 4th MOU

### MEMORANDUM OF UNDERSTANDING Between IDAHO DEPARTMENT OF PARKS AND RECREATION at Ponderosa State Park, McCall, Idaho, and the VALLEY COUNTY BOARD OF COUNTY COMMISSIONERS and the VALLEY COUNTY SHERIFF

#### Article I. Background and Objectives

Whereas, Ponderosa State Park is overseen and managed by the Idaho Department of Parks and Recreation (hereinafter known as IDPR);

Whereas, the Valley County Board of County Commissioners may pass and enforce ordinances, rules, and regulations as are necessary or proper to provide for the safety, promote the health and prosperity, improve the morals, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein;

**Whereas**, the Valley County Sheriff enforces state laws and the ordinances, rules, and regulations of Valley County;

**Whereas**, the Valley County Board of County Commissioners and the Valley County Sheriff are herein collectively referred to as "the County";

Whereas, the North Beach Unit of Ponderosa State Park is located at the north end of Payette Lake in Valley County and outside the city limits of McCall, Idaho;

Whereas, both IDPR and the County have a public responsibility to ensure the health and safety of visitors to Ponderosa State Park, and

Whereas, during the Fourth of July holiday (used herein to refer to the Fourth of July, the day before, and the day after), crowds at the North Beach Unit of Ponderosa State Park have exceeded the reasonable capacity of the Unit and have become unmanageable, with numerous instances of intoxication and underage drinking, resulting in threats to the health and safety of Park visitors and to recreationists on Payette Lake;

Whereas, the possession and consumption of alcohol is a major contributing factor to the unruliness of crowds at the North Beach Unit during the Fourth of July holiday;

Whereas, IDPR and the County have a mutual goal of managing such crowds by temporarily banning the possession and consumption of alcohol at the North Beach Unit of Ponderosa State Park during the Fourth of July holiday;

Whereas, IDPR and the County are authorized by the terms of Idaho Code § 67-2328 to enter into agreements for the joint and cooperative exercise of powers, privileges, and authorities;

**Therefore,** both parties agree to work cooperatively to achieve a safe and family-friendly environment for all visitors to the North Beach Unit of Ponderosa State Park during the Fourth of July holiday.

### Article II. Statement of Actions and Responsibilities

### To satisfy this Memorandum of Understanding (MOU):

## A. The Idaho Department of Parks and Recreation agrees to:

1. Establish an interim rule pursuant to IDAPA 26.01.20.075.02 temporarily banning the possession and consumption of alcohol at the North Beach Unit during the Fourth of July holiday, in order to ensure the public safety, use, and enjoyment of the North Beach Unit (hereinafter "interim rule");

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- 2. Prominently post the interim rule for public view at all units of Ponderosa State Park;
- 3. Post additional park personnel with compliance officer training at the North Beach Unit during the Fourth of July holiday to enforce the interim rule;
- 4. Expel any person violating the interim rule from the North Beach Unit, as authorized by IDAPA 26.01.100.02, for a period of time not less than forty-eight (48) hours;
- 5. Recognize the authority of the Valley County Sheriff to assist in the enforcement of the interim rule; and
- 6. Recognize the authority or the Valley County Sheriff to enforce any ordinance, rule, or regulation the County may adopt banning possession and consumption of alcohol at the North Beach Unit during the Fourth of July holiday.

#### B. The County agrees to:

- 1. Assist in the enforcement of the interim rule during the Fourth of July holiday by expelling any person violating the interim rule from the North Beach Unit, as authorized by IDAPA 26.01.100.02, for a period of time not less than forty-eight (48) hours;
- 2. Enforce during the Fourth of July holiday all state laws and country ordinances regarding the possession and consumption of alcohol, or the operation of vehicles and vessels while under the influence of alcohol, both within the North Beach Unit and on the adjacent navigable waters of Payette Lake;
- 3. Pass and enforce an ordinance banning parking on the East Side Road and Warren Wagon Road during the Fourth of July holiday, except in those areas specifically designated as available for parking by the County;
- 4. Pass and enforce an ordinance, rule, or regulation banning the possession and consumption of alcohol on navigable waters of Payette Lake adjacent to the North Beach Unit during the Fourth of July holiday; and
- 5. Pass and enforce an ordinance, rule, or regulation banning the possession and consumption of alcohol on the North Beach Unit during the Fourth of July holiday, if the County determines that the interim rule does not provide a sufficient basis for ensuring the health and safety of persons at the North Beach Unit during the Fourth of July holiday.

#### C. The County and IDPR mutually agree to:

- 1. Cooperatively publicize the interim rule and applicable County ordinances through signage, press releases, print media, social media, and on the official web sites of IDPR and the County; and
- 2. Complete an after action review to determine the effectiveness of the interim rule and to consider changes to be implemented at the next Fourth of July holiday.

#### Article III. Additional Terms

- 1. Nothing in this MOU shall be construed as obligating either party to this MOU to expend or obligate funds or resources beyond what each are willing and able to contribute, or as increasing or diminishing the powers, privileges or authorities of the parties.
- 2. Either party may terminate this MOU after 60 days written notice to the other party of its intent to terminate.
- 3. This MOU becomes effective upon the date both parties have signed, and shall expire Jul;y 30, 2020, unless renewed by mutual written agreement of IDPR and the County.
- 4. Nothing in this MOU shall be deemed to cause either party to accept liability for injuries to person or property cased by the actions of the other. In carrying out the terms of this MOU each party is an independent actor and is not directed by, or under the control of, the other party. Each party shall carry insurance adequate to pay claims arising out of the actions contemplated in this MOU up to the legal limits of liability established in the Idaho Tort Claims Act, Idaho Code §§ 6-901 et seq. IDPR is a State of Idaho agency and possesses liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776. The County is a governmental subdivision of the State of Idaho and possesses liability coverage for public liability, personal injury, deamage through the Idaho Counties Risk Management Program (ICRMP).
- 5. Nothing in this MOU shall be construed to grant to either party the authority to enter into contracts or agreements on behalf of the other party.
- 6. The respective obligations and duties set forth herein may not be assigned or subcontracted by either party without the written consent of the other party.
- 7. No amendment to this MOU shall be effective unless memorialized in a document signed by both parties.
- 8. This MOU provides only for the exercise of existing authorities in a cooperative manner to achieve a more efficient operation of government. For this reason, this MOU is entered for the sole purpose of setting forth the understanding of the parties in achieving a common purpose, and is not intended to provide a basis for legal action in the event of a breach of any of its provisions.

#### Article IV. Key Officials

- 1. Keith Hobbs Operations Division Manager 5657 Warm Springs Avenue Boise, ID 83716 208-514-6281
- Gordon Cruickshank, Valley County BOCC 219 N. Main Street P.O Box 1350 Cascade, ID 83611
- Patti Bolen, Valley County Sheriff 107 W. Spring Street Cascade, ID 83611

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## Article V. Authorizing Signatures

Date April 14, 2016

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David Langhorst, Director Idaho Department of Parks and Recreation

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Date FEB 29, 2016

\_\_\_\_\_Date\_\_\_\_\_2/29/

GORDON L. CRUICKSHANK, Commissioner Valley County Commission

3.

Patti Bolen Valley County Sheriff

#### RENEWAL AND EXTENSION OF MEMORANDUM OF UNDERSTANDING Between IDAHO DEPARTMENT OF PARKS AND RECREATION at Ponderosa State Park, McCall, Idaho, and the VALLEY COUNTY BOARD OF COUNTY COMMISSIONERS and the VALLEY COUNTY SHERIFF

#### Article I. Background and Objectives

Whereas, historically, during the Fourth of July holiday (used herein to refer to the Fourth of July, the day before, and the day after), crowds at the North Beach Unit of Ponderosa State Park exceeded the reasonable capacity of the Unit and became unmanageable, with numerous instances of intoxication and underage drinking, resulting in threats to the health and safety of Park visitors and to recreationists on Payette Lake;

Whereas, in 2016, the Idaho Department of Parks and Recreation ("IDPR"), the Valley County Board of County Commissioners ("County"), and the Valley County Sheriff ("Sheriff") entered into a Memorandum of Understanding (MOU), wherein the parties agreed to work cooperatively to achieve a safe and family-friendly environment for all visitors to the North Beach Unit of Ponderosa State Park during the Fourth of July holiday by adopting and cooperatively enforcing an IDPR interim rule, pursuant to IDAPA 26.01.20.075.02, and a County Ordinance, temporarily banning, within each party's respective jurisdictions, the possession and consumption of alcohol at the North Beach Unit and adjacent navigable waters during the Fourth of July holiday.

Whereas, the MOU expired on July 30, 2020, unless renewed by mutual written agreement of IDPR, the County, and the Sheriff.

Whereas, enforcement of the MOU has been successful in ensuring the public safety, use, and enjoyment of the North Beach Unit during the Fourth of July weekend, and the parties desire to renew and extend the MOU.

Therefore, the below-signed parties agree to renew and extend the MOU until July 30, 2025. All terms of the MOU remain the same, with the following exceptions:

- 1. The Key Official for IDPR shall be Troy Elmore, Operations Division Manager, 5657 Warm Springs Avenue, Boise, ID, 383716, 208-514-6281;
- The Key Official for the County shall be Elting Hasbrouck, Valley County BOCC 219 N. Main Street, P.O Box 1350 Cascade, ID 83611

Article V. **Authorizing Signatures** 5/20/21 Date 1 1. Susan E. Buxton, Director **Idaho Department of Parks and Recreation** 5-17-21 2. Date

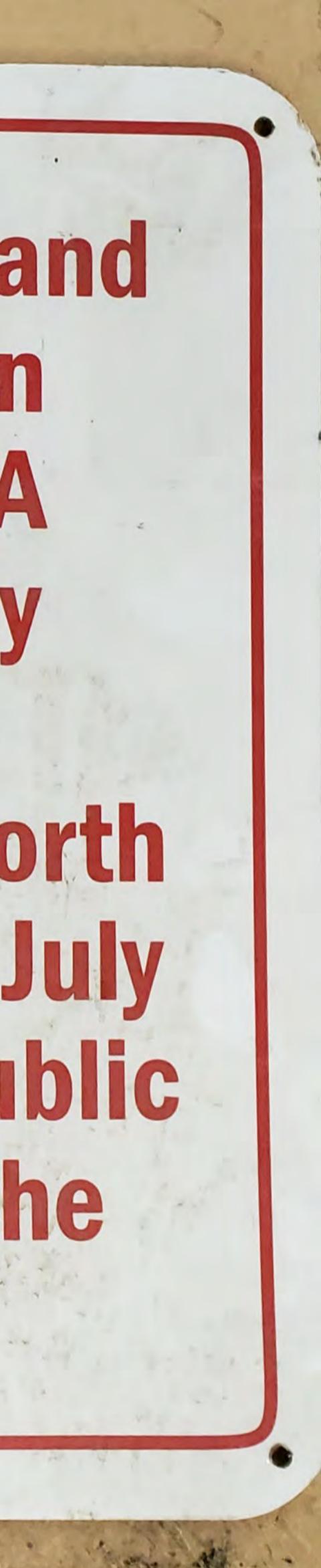
Etting Hasbrouck, Chairman Valley County Commission

Date 06/02/2021 3. Patti Bolen

**Valley County Sheriff** 

MOU Renewal IDPR, Valley County, and Valley County Sheriff 1 of 2

The Idaho Department of Parks and **Recreation has established an** interim rule pursuant to IDAPA 26.01.20.075.02: temporarily banning the possession and consumption of alcohol at the North **Beach Unit during the Fourth of July** holiday, in order to ensure the public safety, use, and enjoyment of the North Beach Unit.



#### ☐ IDAPA RULE ☐ BOARD POLICY

#### □ IDAPA FEE BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

#### AGENDA ITEM Idaho Park and Recreation Quarterly Meeting May 3-4, 2023 Living Water Ranch 3599 Garden Creek Rd Challis, ID 83226

**AGENDA ITEM:** Tamarack Resort Waterfront Concession Agreement – Alcohol Sales

**ACTION REQUIRED:** Determine whether to approve the concessionaire's request that the sale of alcohol be permitted on the premises under the provisions of the concession agreement.

PRESENTER: Troy Elmore, Operations Division Administrator

#### **PRESENTATION**

**BACKGROUND INFORMATION:** Lake Cascade State Park has entered into an annual concession agreement with Tamarack Resort for several years (2004-2008 and 2017-present). The agreement provides public recreation benefits through the provision of watercraft rentals (powerboats, kayaks, standup paddleboards, etc.), food and non-alcoholic beverage sales, and a small retail operation all based within the Park's Poison Creek Unit. The Park is moving forward with another 1-year concession contract with Tamarack Resort for waterfront services similar to previous years. As a part of the 2023 concession agreement, Tamarack Resort will be able to operate a food truck and is requesting that the sale of alcohol be permitted from the food truck.

Board Policy # 6020 – Concession Leases, section 4.5 generally prohibits the sale of alcohol by concessionaires, unless specifically approved by the Board. Section 4.5 – Standard Provisions, states that:

**Sale of Food, Merchandise, or Beverages.** Unless sale of alcoholic beverages is approved by the Board as set forth in section 4.7 below, all concession leases providing for the sale of food, merchandise, or beverages must contain the following standard language: "The sale of liquor, beer, or other alcoholic beverages on the subject premises is expressly prohibited."

The referenced Section 4.7 - Concessions Sale of Alcoholic Beverages, states that:

4.7 Concessions Sale of Alcoholic Beverages

The Board recognizes that the sale, manufacture, and possession of alcoholic beverages and the issuance of licenses to sell alcoholic beverages are regulated by law. This policy in no way seeks to interfere with implementation of the code or the policies and regulations of other state agencies.

The Board has approval authority for any concession leases that include the sale of alcoholic beverages by persons, firms, or corporations within units of Idaho's state parks. The Board may consider the sale of alcoholic beverages in accordance with the following criteria:

- 1. Sale of beer for off-premise consumption may be considered at grocery and camper supply concessions. Sale of beer in glass containers is expressly prohibited.
- Sale of alcoholic beverages for on-premise consumption may be considered at restaurant concessions in connection with the sale of bona fide meals served and consumed in the restaurant facilities of the concessionaire.
- 3. Concession leases which permit the sale of alcoholic beverages must contain standard language reserving to the Director of the Idaho Department of Parks and Recreation the power to impose reasonable park regulations on the sale or consumption not in conflict with the rules and laws of the state of Idaho administered by the alcohol beverage control division of Idaho state police.
- 4. Advertising of the sale of alcoholic beverages will be permitted only as directed and approved by the Department.
- 5. Existing concession leases authorizing the sale of alcoholic beverages will not be affected by the foregoing, except upon renewal of the lease.
- 6. Concession leases will provide that the sale of alcoholic beverages may be terminated at any time by the Department in the event the Board or Director determines that the sale creates management problems or negatively impacts the park visitor experience.
- 7. The Board and Director reserve the right to act on all requests for sale of alcoholic beverages in state parks.

#### **STAFF RECOMMENDATIONS:**

Staff recommends the Board approve the sale of liquor, beer, or other alcoholic beverages, subject to the special terms and conditions listed below and included in Attachment C of the Concession Agreement with Tamarack Resort. These sales would be limited from the concessionaire's food truck based within the Poison Creek Unit of Lake Cascade State Park. Special contract provisions will be:

- (a) Concessionaire must have a valid alcohol beverage license issued by the Idaho State Police that allows the handling and sale of alcohol <u>on the premises</u>, as dictated by the license. Concessionaire and its employees must comply with all state and local laws, rules, and ordinances regarding the handling and sale of alcohol.
- (b) The sale of beverages containing more than fourteen percent (14%) alcohol is prohibited.
- (c) The sale of any beverage in a glass container is prohibited.
- (d) Other than discreet signage on the premises, Concessionaire shall not advertise the sale of alcoholic beverage without the prior written approval of IDPR.
- (e) IDPR reserves the right to impose reasonable Park regulations on the sale or consumption of alcohol not in conflict with the rules administered by the Alcohol Beverage Control Division of Idaho State Police.
- (f) The sale of alcoholic beverages may be terminated at any time by IDPR if it determines that such sale creates management problems or negatively impacts the park visitor experience.



# OTHER CONCESSION AGREEMENT No. 23-001-CAS-OCA-2023

IDPR Contact Information:	Division of Operations Idaho Department of Parks and Recreation PO Box 83720 Boise ID 83720-0065				
Concessionaire Contact Information:	Tamarack Resort Two, LLC 311 Village Drive, PMV 3026 Tamarack, ID 83615 c/o Scott Turlington (208) 325-1000 sturlington@tamarackidaho.com				
Duration:	Commencement: May 19, 2023 Expiration: October 1, 2023				
Required Dates of Operation:	May 25, 2023, subject to authorization from U.S. Bureau of Reclamation, through September 30, 2023.				
Concession Premises:	Lake Cascade State Park: Poison Creek Unit. For specific location of Concession Premises see Attachment B.				
Rents:	Total annual rent is \$300 plus 7% of annual gross receipts. Base rent of \$300 is due in advance, upon execution of this Agreement. Rent payable on gross receipts is due on or before November 1, 2023. Concessionaire will pay to the Park \$200 for electrical use, due in advance upon execution of this Agreement. See Section 7 of Attachment A and Attachments D and E.				
Agreement:	This Agreement including the Data Page, Signature Page and all Attachments, which are incorporated by reference in their entirety, is made by and between IDPR and Concessionaire. IDPR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth in this Agreement, does hereby grants to Concessionaire and Concessionaire accepts from IDPR, the privilege to use and occupy the designated Premises for the purpose of providing the required and optional concession services and facilities as set forth in this Agreement and in Attachment C, <i>Special Terms and Conditions</i> .				
Liability Insurance:	See Section 12 of Attachment A.				
Index:	DATA PAGE SIGNATURE PAGE				
	ATTACHMENT A – GENERAL TERMS AND CONDITIONS ATTACHMENT B – CONCESSION PREMISES ATTACHMENT C – SPECIAL TERMS AND CONDITIONS ATTACHMENT D – GROSS RECEIPTS REPORTING FORM ATTACHMENT E – ACTIVITY REPORTING FORM				

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the later day and year written below.

IDPR SIGNATURE								
IDAHO DEPARTMENT OF PARKS AND RECREATION								
BY: Susan Buxton, its Director								
State of Idaho ) :ss								
County of Ada )								
On this day of, in the year, before me, a Notary Public in and for said State, personally appeared SUSAN BUXTON, known to me to be the director of the Idaho Department of Parks and Recreation, that executed the within instrument, and acknowledged to me that the Idaho Department of Parks and Recreation executed the same.								
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.								
Notary Public								
(seal) Residing at: My Commission Expires:								
CONCESSIONAIRE SIGNATURE								
TAMARACK RESORT TWO, LLC, an Idaho limited liability company, whose mailing address is 311 Village Drive, PMV 3026, Tamarack, ID 83615.								
Tamarack Resort Two, LLC, an Idaho limited liability company								
Date: Scott Turlington, Manager								
STATE OF )								
County of)ss.								
On this, day of, in the year, before me, a Notary Public in and for said State, personally appeared SCOTT TURLINGTON, known or identified to me to be an authorized manager of Tamarack Resort Two, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.								
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.								
Notary Public								
(seal) Residing at: My Commission Expires:								

## Attachment A General Terms and Conditions

#### 1. Definitions.

- **1.1 Agreement.** This written agreement, including the Agreement Data Page; the Signature Page; Attachment A, *General Terms and Conditions*; Attachment B, *Concession Premises*; Attachment C, *Special Terms and Conditions*; and Attachment D, *Gross Receipts Reporting Form*.
  - **1.1.1 Incorporation of Plans and Agreements.** The term "Agreement" incorporates by reference any concession plan, Park master plan, lease with the United States or other Park landowner, and management agreement for the Park, as each is amended from time to time, and each of which is incorporated by reference into this Agreement.
- **1.2 Concession.** The grant of the right by IDPR to use the Premises to undertake and profit by a specified activity, and any and all business activities and commercial transactions undertaken by Concessionaire on the Premises.
- **1.3 Concessionaire.** The person or entity to which concession rights are granted by this Agreement. Concessionaire and its employees, if any, are not employees of the State of Idaho, including IDPR.
- **1.4 Improvements.** Buildings, structures, fixtures, appliances, sidewalks, landscaping, docks, pilings, or other additions to the Premises, whether permanent, semi-permanent, or short-term. For the purposes of this Agreement, fixtures shall include all windows, doors, awnings and all apparatus, equipment, or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, cooking, and ventilation that are physically attached to buildings, structures, or improvements existing upon the Premises.
- **1.5 IDPR and Department.** The Idaho Department of Parks and Recreation, an executive department of the State of Idaho, overseen and administered by the Idaho Park and Recreation Board.
- **1.6 Premises.** The real property described in Attachment B upon which the rights granted by this Agreement may be exercised.
- **1.7 Park**. The State Park or other IDPR-managed property upon which the Premises is located.
- **1.8 Park Manager.** The person, as designated by the Director of IDPR, responsible for administering and supervising the State Park or IDPR-managed land where the Premises is located. IDAPA 26.01.20.010.26.
- 2. Authority. IDPR is authorized by Idaho Code §§ 67-4204 and 67-4223(7) to grant concessions to proper and desirable parties to provide places of refreshment or to provide recreational facilities within state parks. IDAPA 26.01.20.650 provides that no "person, firm, or corporation may operate any concession, business, or enterprise within lands administered by the department without written permission or permit from the [Idaho Park and Recreation Board]."

- **3. Operations**. Concessionaire shall provide the required facilities and services each year of the Agreement during the dates specified on the Data Page.
  - **3.1** Concessionaire is encouraged to be open for service before and after the required dates to better serve Park visitors, provided, that concession operations occurring outside the dates specified on the Data Page require prior approval of the Park Manager. IDPR reserves the right to require changes in the dates and times of required and optional services to ensure adequate service to the public and avoid conflict with other authorized uses occurring within the Park. Concessionaire shall provide IDPR with an operation schedule indicating times of operation.
  - **3.2** The Park Manager may require the temporary cessation or other changes in Concessionaire's operations when, in the Park Manager's discretion, such changes are necessary to protect Park resources, to protect the health, safety, and welfare of Park visitors, to avoid conflict with other authorized uses occurring with the Park, or in the event of adverse weather conditions.
  - **3.3** In the event of adverse weather, or other adverse operating conditions, the Park Manager may permit or require the Concessionaire to close the facilities and services at any time during the term of this Agreement. However, nothing herein shall excuse Concessionaire from payment of Rents.
  - **3.4** Concessionaire, its employees and representatives shall conduct themselves in such a manner as to promote a positive image for the concession business, the Park, and IDPR.
  - **3.5** Concessionaire shall keep the Premises in a clean and sanitary condition at all times.
- 4. **Premises**. Concessionaire's operations shall be limited to the Premises identified in Attachment B. Within the designated Premises Concessionaire shall have the exclusive privilege of providing the specified concession services and facilities.
  - **4.1 Concessions Outside Premises.** Nothing herein shall be construed as granting to Concessionaire the privilege of providing concession services and facilities on any Park lands outside the Premises, and IDPR reserves the right to grant concession privileges to other persons on those portions of the Park that are outside the Premises; whether or not those concession services and facilities are similar to those operated by Concessionaire, provided, that in the event IDPR determines to grant concession privileges in those portions of the Park that are outside the Premises in those portions of the Park that are outside the Premises and facilities identified in Attachment C, *Special Terms and Conditions*, then Concessionaire shall have the opportunity to apply to provide such concessions through an agreement offered by IDPR and under such terms and conditions as IDPR may then prescribe.
  - **4.2** No Right of Exclusion. Concessionaire acknowledges that the Concession Premises are Park lands open to public use and that IDPR reserves the right to authorize others to use the Concession Premises, excepting facilities owned by, or leased to, the Concessionaire, so long as such uses do not unreasonably interfere with Concessionaire's business operations. All services and facilities

provided by Concessionaire must be made available to the public; no private exclusive recreational or residential uses of Concessionaire's facilities is allowed.

- **4.3 As-Is.** Concessionaire accepts the Premises in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied, regarding the suitability of the Premises for Concessionaire's use. Concessionaire acknowledges that IDPR shall have no duty to maintain, repair, or improve the Premises or otherwise make them suitable for Concessionaire's use. If any portion of the Premises is destroyed, IDPR shall have no obligation to replace or restore such portion of the Premises.
- **5. Duration.** The duration of this Agreement shall be as specified on the Data Page.
  - **5.1 Renewal.** IDPR does not grant Concessionaire the right to renew this Agreement or extend its duration for an additional period of time. However, if IDPR, at the expiration of this Agreement, desires to lease the Premises again, and if IDPR, in its sole discretion, concludes that Concessionaire's performance of this Agreement has been satisfactory, and Concessionaire is not in default or breach as set forth in Section 15 of this Agreement, then IDPR may, but is not required to, grant Concessionaire a new agreement under such terms and conditions as IDPR may then prescribe and under the following conditions.
    - 5.1.1 Concessionaire shall first notify IDPR in writing of its desire to renew this Agreement no less than thirty (30) days prior to its expiration. If IDPR decides to offer Concessionaire a new agreement, it shall notify the Concessionaire in writing of the terms and conditions of that new agreement. Mailing to the last known address of Concessionaire shall complete notification to Concessionaire. Concessionaire shall then have thirty (30) days from the date of that mailing to notify IDPR of its acceptance of the terms and conditions prescribed by IDPR. Acceptance shall be complete only if received by IDPR in writing and within the time prescribed.
    - **5.1.2** Section 5.1 shall not apply in the event IDPR terminates this Agreement for cause or in the event of early termination of this Agreement by Concessionaire.
    - 5.1.3 Section 5.1 shall not apply to any concession agreement offered by IDPR more than twelve (12) months after the expiration of this Agreement.
  - **5.2 Holdover.** If Concessionaire holds over after the expiration of this Agreement with the express or implied consent of IDPR, such holding over shall be deemed to be a month-to-month tenancy of the Premises and shall otherwise be subject to the terms of this Agreement. During such month-to-month tenancy, Concessionaire shall pay monthly rental in the amount of one-twelfth (1/12) the prior year's annual rental, as calculated pursuant to Section 7, or fifteen percent (15%) of that month's gross receipts, whichever is greater. Payment shall be made on or before the first day of each month in the manner set forth in Section 7.

- 6. Going Concern. Blue Sky, Business Values of Concession Operations. Concessionaire's rights and privileges are limited to those rights and privileges specifically granted in this Agreement. Concessionaire's business operations upon the Premises shall not, as between IDPR and Concessionaire, accrue any value for going concern, good will, blue sky, business values, trade name, or other intangible property.
- 7. Rental. Concessionaire shall pay as rent to IDPR the base rent and the percentage (%) of gross receipts as specified on the Data Page. Payment for each year shall be made on or before the date specified on the Data Page—if such date falls after the expiration or termination of this Agreement, the obligation to pay such rent shall survive such termination or expiration. Payment shall be made to the order of the Idaho Department of Parks and Recreation, and mailed to the Operations Divisions, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, Idaho 83720-0065.
  - **7.1** Late payments. Failure to pay by the above-specified due date will constitute an event of default of this Agreement absent a written addendum to this Agreement signed by both parties. Late Payments shall accrue interest at the legal rate of interest as set by the State Treasurer for the accrual of interest on judgments until paid. Interest will begin to accrue the day after payment is due.
  - **7.2 Reporting of Gross Receipts.** Gross Receipts shall be reported to IDPR on Attachment D, *IDPR Concessionaire Gross Receipts Reporting Form.* The Form shall be submitted to IDPR at the time of each payment. The Form shall be accompanied by an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to IDPR.
  - **7.3 Definition of Gross Receipts.** Gross receipts, as used in this Agreement, shall include all monies and anything else of value received by Concessionaire from the sale, rental, or provision of goods, food, beverages, services, or facilities, or from any other business whatsoever conducted by Concessionaire on the Premises, whether such goods, food, beverages, services and activities are required by this Agreement or optional, excepting an allowance of deductions for sales or excise taxes imposed by any governmental entity and collected by Concessionaire.
- 8. Record-Keeping. Concessionaire shall keep true and accurate books and records showing all of its business transactions in separate records of account for the concession in a manner acceptable to IDPR. IDPR shall have the right to examine daily sales records kept on the Premises. IDPR shall have the right to examine all other books and records, including but not limited to inventory records and certified State of Idaho Sales Tax Return Records, provided that IDPR shall treat such records as confidential and not divulge them to third parties except in the event of litigation. IDPR shall examine books and records only upon reasonable notice and only at such times as will not unreasonably interfere with Concessionaire's operation of the concession. IDPR further shall have the right to examine all such books and records at any time within two (2) years of termination or expiration of this Agreement, or until such time that a final audit is concluded as to Concessionaire's business under this Agreement, whichever event occurs last.

- **8.1** Concessionaire shall install and maintain inventory, bookkeeping, and accounting methods, and methods of collection of monies, which shall permit IDPR to accurately compute the gross revenue of Concessionaire.
- **8.2** Concessionaire shall install and maintain such cash register equipment as will provide a continuous registering tape and show sales breakdown as to major categories of items sold. Concessionaire shall also maintain at its own expense a sales journal, cash disbursement journal, and general ledger.
- 9. Quality of Goods and Services. Concessionaire shall engage in best business practices and strive to provide high-quality goods and services. All food items and food service, if any, provided by Concessionaire shall comply with all related state laws, the Rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments, and all applicable regulations or local ordinances whether enforced by a municipal government or District Health. Copies of all permits, licenses and inspection reports issued by a municipal government or District Health Department shall be made available to the Park Manager. IDPR shall have the right to prohibit the sale of any item or to order the improvement of any service or equipment not satisfying the above requirements.
  - **9.1** The Concessionaire shall serve the public courteously and efficiently. All services should serve to enhance IDPR's mission of improving the quality of life through outdoor recreation and resource stewardship. The Concessionaire shall cooperate with Park staff in providing interpretative service to the public and in promoting the Park and its programs. The Concessionaire shall present a positive image of the Park and provide accurate information of the Park and its programs. These requirements also apply to any employee, agent, or representative of the Concessionaire.
  - **9.2** The Concessionaire shall not employ or retain in its services, or permit to remain upon the Concession Premises, any person declared by IDPR to be unfit for such employment or otherwise objectionable. The Concessionaire and its employees are expected to maintain high standards of grooming and cleanliness, to the satisfaction of IDPR.
  - **9.3** All employees of Concessionaire must wear a shirt or t-shirt with a logo clearly identifying them as employees of the Concessionaire and of a color and design distinguishing them from employees of the Department.
- 10. Control of Rates and Charges. Concessionaire agrees that any fees and all rates and prices charged by Concessionaire for goods, beverages, food, and services furnished or sold to the public may be subject to review and approval by IDPR. <u>At least thirty (30) days before the beginning of seasonal operations</u>, <u>Concessionaire shall submit to IDPR for approval a list of the fees, rates, and prices proposed for the following operating season. Such submission shall also include all information necessary to determine the quality and quantity of goods, beverages, food, and services furnished or sold to the public. Prices charged by Concessionaire shall be reasonably related to the quality and quantity of the items sold, and consistent with prices charged by private businesses in similar situations for comparable facilities, services, and</u>

merchandise. If IDPR determines that any price is not so related, IDPR may order that the price be modified. IDPR may not require a modification in price that would prevent Concessionaire from realizing a reasonable profit on items sold. Concessionaire shall keep a schedule for such fees, rates, or prices posted at all times in a conspicuous place on the Premises.

- 11. Improvements. Concessionaire is granted the right to use those improvements, if any, included with the Premises as identified in Attachment B, *Description of Premises*. IDPR makes no warranty as to the suitability of such improvements for Concessionaire's use; all such improvements are leased to Concessionaire "as is." Concessionaire shall, at its own expense, maintain the Premises and all improvements thereon in clean, healthful, and safe condition, in accordance with applicable state, federal, and local government laws and regulations, including historic preservation laws and building code requirements, and in a condition harmonious in form, line, color and texture with the surrounding landscape and comparable to other improvements within the Park. If, after reasonable notice, Concessionaire fails to undertake repairs necessary to maintain such conditions, IDPR shall have the right to perform such maintenance or repairs and Concessionaire fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable Concessionaire to perform such maintenance or repairs at its own expense.
  - 11.1 Construction and Modification of Improvements. If the Concessionaire should undertake at its own expense any construction, alterations, or modification of the Premises, the Concessionaire shall submit, for the review and prior written approval of IDPR, all plans, drawings, and specifications. IDPR shall approve, reject, or require modifications of such plans within forty-five (45) days after submission of those plans to IDPR. Unless otherwise agreed to in writing by IDPR prior to construction or modification, Concessionaire shall be responsible for all costs associated with the construction, alteration, or modification of improvements.
  - **11.2 Emergency Repairs.** In the event of any emergency such as vandalism, fire, wind, flooding, hail, or other event, which threatens damage to the Premises or harm to the public, IDPR may immediately act to respond to such emergencies and mitigate any potential damage to the Premises. IDPR shall notify Concessionaire of any emergency circumstances, action, or repair, and shall request that Concessionaire make further repairs necessitated by such emergency. Concessionaire shall reimburse IDPR for all reasonable repairs it made pursuant to this emergency provision.
  - **11.3** Liens. Concessionaire shall not allow or suffer any liens of any kind or nature to be effected on or enforced against the Premises or against any improvements thereon, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Premises at Concessionaire's instance or request. Concessionaire shall ensure that full payment is made for any and all materials joined or affixed to the Premises pursuant to this Agreement and for any and all persons who perform labor on the Premises.

- 12. Insurance. Concessionaire shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. Concessionaire shall separately and immediately provide IDPR with a correct copy of all certificates of insurance; certified endorsements applicable to the insurance required; and any and all notices relating to insurance coverage including notices of cancellation, renewal, amendments potential exhaustion of aggregate limits, and denials of coverage. The Concessionaire shall not provide required or optional concession services or facilities or transact business on the Premises until satisfactory evidence of all required insurance is provided to IDPR.
  - 12.1 All insurance, except for Workers Compensation, shall be endorsed to name the State of Idaho and/or the Idaho Department of Parks and Recreation and the Park as Additional Insureds. <u>Concessionaire shall provide to IDPR a certified endorsement naming the U.S. Bureau of Reclamation, the State of Idaho, Idaho Department of Parks and Recreation as Additional Insureds.</u>
  - **12.2** All insurance shall be with insurers rated A-, VII, or better in the latest Best's Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
  - **12.3** If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter.
  - **12.4** By requiring insurance herein, IDPR does not represent that coverage and limits will necessarily be adequate to protect the Concessionaire, and such coverage and limits shall not be deemed as a limitation on the Concessionaire's liability under the indemnities granted to the state.
  - **12.5** Concessionaire shall maintain insurance in amounts not less than the following:
    - 12.5.1 Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 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/excess policy meets the requirements above for acceptable carriers.
    - **12.5.2** Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

- **12.5.3** Workers Compensation Insurance in amounts as required by Idaho law, and Employer's Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.
- **12.5.4** Business property insurance covering all improvements, fixtures, and personal property of Concessionaire upon the Concession Premises. Policy limits shall be sufficient to cover the value of all Concessionaire-owned property upon the Concession Premises, and shall cover all risks to such property unless specifically and explicitly excluded.
- 13. Hold Harmless Agreement. <u>Concessionaire shall indemnify, defend and save harmless IDPR and the State of Idaho, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of, or in connection with Concessionaire's acts or omissions under this Agreement or Concessionaire's failure to comply with any state or federal statute, law, regulation or rule.</u>
  - 13.1 Upon receipt of IDPR's tender of indemnity and defense, Concessionaire shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for IDPR, to begin fulfilling its obligation to indemnify, defend, and save harmless IDPR. Concessionaire's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of IDPR under this Agreement. However, if it is determined by a final judgment that IDPR's negligent act or omission is the sole proximate cause of a suit or claim, IDPR shall not be entitled to indemnification from Concessionaire with respect to such suit or claim, and IDPR, in its discretion, may reimburse Concessionaire for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 13.2.
  - 13.2 Any legal defense provided by Concessionaire to IDPR under this section must be free of any conflicts of interest, even if retention of separate legal counsel for IDPR is necessary. Any attorney appointed to represent IDPR must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).
- 14. Assignments, Sale of Interest, and Subleases. Concessionaire and any person or entity that holds or owns a controlling interest in Concessionaire's business shall not assign or otherwise sell or transfer responsibilities under this Agreement or the concession operations authorized hereunder without the prior written consent of IDPR. Concessionaire shall not sell, or otherwise assign or transfer (including but not limited to mergers, consolidations, reorganizations or other business combinations) a controlling interest in the concession operations authorized under this Agreement without the prior written consent of IDPR. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this Agreement for which the Agreement may be terminated immediately by IDPR without regard to the procedures for termination set forth in Section 15. IDPR shall not be obligated to recognize any right of any

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- 14.1 Concessionaire shall advise the person or entity proposing to enter into a transaction described above that IDPR must be notified and the proposed transaction is subject to review and approval by IDPR. Concessionaire shall request in writing IDPR's approval of the proposed transaction and shall promptly provide IDPR all relevant documents related to the transaction, including all information necessary for IDPR to evaluate the fitness and ability of the prospective concessionaire to carry out the terms of this Agreement in a manner satisfactory to IDPR.
- 14.2 IDPR in exercising its discretionary authority herein shall, among other matters, take into consideration the management qualifications of any individual or entity that would obtain an interest in facilities or services authorized hereunder, the experience of any such individual or entity with similar operations, and the ability of any such individual or entity to operate the concession authorized hereunder in the public interest under the regulation of IDPR.
- **14.3** For the purposes of this section, the term "controlling interest" in Concessionaire's ownership shall mean, in the instance where Concessionaire is a corporation or limited liability company, an interest beneficial or otherwise of sufficient outstanding voting securities or capital of Concessionaire so as to permit exercise of substantial managerial influence over the operations of the Concessionaire. In the instance of a partnership, limited partnership, joint venture, or individual entrepreneurship, any beneficial ownership of the capital assets of Concessionaire sufficient to permit substantial managerial influence over the operations to permit substantial managerial influence over the operationaire sufficient to permit substantial managerial influence over the operations of the capital assets for Concessionaire shall constitute a controlling interest for purposes of this Agreement.
- 14.4 No mortgage shall be executed and no bonds or other evidence of interest in, or indebtedness upon the assets or proposed assets of Concessionaire, including this Agreement, shall be issued except for the purpose of installing, enlarging, or improving facilities and equipment for the accommodation of the public upon the Premises and then only with prior written consent from IDPR. In the event of default on such mortgage, encumbrance or other indebtedness or of other assignment or transfer, the creditor or any assignee thereof shall succeed to the interest of Concessionaire in such assets, if any, but shall not thereby acquire any operating right or privilege in or to the operation of the concession, or the Premises, pursuant to this Agreement, without the express prior written consent of IDPR, and any improvements so acquired shall remain subject to the terms of Subsections 16.2 and 16.3 herein.
- **14.5** In the event that approved improvements are financed by any outside investors, Concessionaire shall disclose the identity of said investors to IDPR.
- 14.6 In the event that IDPR shall approve assignment of this Agreement to any other person or entity, Concessionaire shall pay to IDPR an amount equivalent to ten percent (10%) of the assignment price,

minus the amount paid by the assignee for any buildings, improvements, appurtenances, and fixtures owned by Concessionaire existing upon the Premises.

**14.7** Concessionaire shall not sublease any portion of the Premises, including Concessionaire-owned improvements or facilities thereon, to any other person or entity.

#### 15. Termination for Breach.

- 15.1 Violations. Each term and condition of this Agreement is material, and default as to or breach of any of these terms by Concessionaire shall be grounds for termination of the entire Agreement by IDPR. Any material violation by Concessionaire of any rule or regulation now in force, or hereafter adopted by the Board, shall be grounds for termination of this Agreement. The determination of whether a violation constitutes a material violation subjecting this Agreement to termination shall rest solely in the discretion of IDPR.
  - **15.1.1** A material violation of this Agreement shall be deemed to occur if Concessionaire files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or if involuntary proceedings under any bankruptcy act or insolvency act be instituted against Concessionaire or if a trustee or receiver is appointed of any property of Concessionaire.
- **15.2** Violation of Land and Water Conservation Fund Act Requirements. If applicable, all concession operations must comply with the provisions of the Land and Water Conservation Fund Act (LWCF) and implementing guidelines (36 Code Federal Regulations 59), including, but not limited to, provisions requiring the leased area to be maintained as a public outdoor recreation facility, not as a private area; the provision requiring fees to be competitive with fees for similar private facilities; and compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act), with such compliance indicated by signs posted in visible public areas, statements in public information brochures, etc. Noncompliance with LWCF requirements shall be deemed a material violation of this Agreement and cause for termination.
- **15.3 Notice of Violation.** IDPR shall provide written notice to Concessionaire of any Agreement or rule violation and shall allow Concessionaire at least thirty (30) days from service of the notice to cure the violation.
- 15.4 Notice of Termination. Agreement or rule violations which have not been cured within at least thirty (30) days of receipt of the notice of violation shall subject the Agreement to termination. Notice of termination shall be in writing and shall be effective upon service.
- **15.5** Administrative Costs. Prior to termination for cause, Concessionaire may elect to pay the Department's administrative costs associated with enforcing the terms of this Agreement, and IDPR may agree to accept payment of such costs in lieu of termination for each day that such violation went uncorrected over and beyond the thirty-day cure period provided in section 15.3 of this Agreement.

IDPR and Concessionaire agree that such administrative costs are fixed at fifty dollars (\$50) for each day that the violation goes uncorrected, up to a maximum of one thousand, five hundred dollars (\$1,500).

- **15.6 Immediate Termination; No Opportunity to Cure.** IDPR shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if IDPR, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.
- **15.7 Reinstatement.** Not later than thirty (30) days following the termination of this Agreement for cause, the Concessionaire may submit to the IDPR a written request for reinstatement setting forth good cause why the Agreement should be reinstated. At the Director's discretion, the Agreement may be reinstated upon the payment of a reinstatement fee of four hundred dollars (\$400), and upon such other terms and conditions as the Director deems appropriate.
- **15.8 Termination by Concessionaire.** Concessionaire may terminate this Agreement at any time by giving ninety (90) days written notice to IDPR of its intent to terminate.
- 16. Concessionaire's Obligations and Rights Upon Termination or Expiration. At the expiration or early termination of this Agreement, Concessionaire shall, within thirty (30) days thereafter, remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR all personal property belonging to Concessionaire, and restore the Premises to as good a condition as the same were in at the commencement date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, in its discretion, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of receipt.
  - 16.1 Payment of Rents Due. Upon termination, the annual rent for the year in which termination occurs (i.e., the specified percentage of gross receipts received up to the date of termination), as well as any unpaid annual rent from previous years, shall be considered at once due and payable by Concessionaire without notice by IDPR. Concessionaire shall remit payment of rent, as applicable, and a complete and correct Attachment D within thirty (30) days of the date of termination. Concessionaire's obligation to pay all rent due under this Agreement shall survive termination or expiration of this Agreement until paid in full.
  - 16.2 Improvements and Fixtures. Unless agreed otherwise in writing prior to construction of improvements by Concessionaire, upon expiration of this Agreement or termination for cause, all improvements and fixtures constructed or installed by Concessionaire on the Premises shall be considered the property of IDPR, with no further compensation due to Concessionaire, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.

- 16.3 Option to Require Removal. At IDPR's option, Concessionaire shall, upon the expiration or termination of this Agreement, be required to remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR, those improvements and fixtures constructed or installed by Concessionaire that are not acceptable to IDPR. If IDPR elects to require Concessionaire to remove any improvements or fixtures, Concessionaire shall do so and restore the Premises to as good a condition as the same were in at the commencement date of this Agreement. If removal and restoration is not completed within thirty (30) days after expiration or termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of receipt.
- **16.4 Bankruptcy.** If, upon bankruptcy or insolvency of Concessionaire, IDPR does not elect to terminate this Agreement pursuant to Section 15.1.1, any use, assignment, or disposition of buildings, improvements, appurtenances, and fixtures existing upon the Premises by a trustee or receiver shall be subject to the terms of this Agreement.
- **16.5 Going Concern. Blue Sky, Business Values**. Concessionaire waives any claim that it is entitled to compensation for going concern, good will, blue sky, business values, trade name, or other intangible property upon expiration or termination of this Agreement, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.
- 17. Repair and Maintenance Fund. Concessionaire shall maintain a repair and maintenance fund into which one percent (1%) of Concessionaire's annual gross revenue shall be deposited. This fund shall remain Concessionaire's property, shall be accounted for separately from Concessionaire's other funds, and may only be spent with the consent and approval of IDPR, and will be accessible to IDPR on demand in the event Concessionaire fails to maintain the Premises as specified in this Agreement.
- **18.** Equipment. Except as otherwise specified in Attachment C, *Special Term and Conditions*, Concessionaire at its own expense shall provide on the Premises all equipment necessary for the services required under this Agreement. The quality and maintenance of such equipment shall comply with all applicable laws and regulations, including but not limited to the rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments.
- **19. Signs and Advertising.** Concessionaire shall not erect any sign on the Premises or in the vicinity thereof, without obtaining the prior written approval of IDPR. No signs advertising alcohol or containing brand names are to be displayed on the exterior of any building or displayed in such a manner as to be visible from outside such building, without the prior written approval of IDPR.
- **20. Business Name.** Any assumed or fictional business name used by Concessionaire in conjunction with its concession operations upon the Premises shall be subject to the approval of IDPR.

- **21.** Licenses and Permits. Concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of the concession.
- 22. Compliance with Applicable Laws. Concessionaire shall at all times comply with all applicable laws, ordinances, and regulations of IDPR, the State of Idaho, the United States, as well as any applicable county or city ordinances. Violation of such laws, ordinances, or regulations may be considered as cause for termination of this Agreement.
- **23. Utilities.** Concessionaire shall at its own expense be responsible for the extension, hookup, and metering of all utilities used in connection with the Premises where separate metering is available. All new utilities, including electrical wiring, shall be installed underground. Concessionaire shall be responsible for the accrual and payment of all utility charges or fees, commencing seven (7) days prior to the first open business day. The termination of this responsibility will occur seven (7) days after the close of the last business day.
  - 23.1 IDPR-Supplied Water. If IDPR supplies water to the Premises, IDPR shall not be responsible for improvement of the water supply beyond that quantity and quality existing as of the commencement date of this Agreement. IDPR shall not be liable for any damages due to the failure in the supply of water. IDPR shall give reasonable notice to Concessionaire of any temporary discontinuance of the water supply due to repair or maintenance.
  - **23.2 Trash Service.** IDPR will haul normal concession-generated garbage during regularly scheduled maintenance runs if it is properly bagged and placed in trash collector.
- 24. Right to Access. IDPR shall have access to the Premises and to each part thereof during the regular business hours of Concessionaire for the purpose of inspecting the Premises and daily sales records. Concessionaire shall have the right at all times to travel across Park property on a route approved by IDPR to get to and from the Premises in order to keep the Premises open during regularly scheduled business hours.
- **25. Taxes.** IDPR is generally not liable for taxes. Concessionaire shall pay all lawfully-levied taxes on personal property and improvements belonging to Concessionaire located on the Premises. Concessionaire shall pay all sales and other taxes levied against the operation of the concession. Concessionaire shall pay all taxes or assessments or charges, which at anytime may be lawfully levied upon any interest in this Agreement or any possessory right that Concessionaire may have in or to the Premises. Concessionaire shall provide IDPR with a valid tax identification number.
- 26. Waiver of Agreement Terms. No waiver by either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed a waiver at any time thereafter of the same or any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay or failure by IDPR to reenter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right,

23-001-CAS-OCA-2023 TAMARACK RESORT TWO, LLC power, privilege or option held by IDPR, or be construed as a waiver of such default or relinquishment of any rights herein. No option, right, power, remedy or privilege of IDPR shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to IDPR by this concession Agreement shall be deemed cumulative.

- 27. Marketing and Media: IDPR and Concessionaire will coordinate their media and marketing activities. Such coordination shall address but shall not be limited to the following: trade names, logos or marks, materials, websites, press releases, press outings and press conferences, logoed apparel and merchandise, and events. IDPR shall retain the right to reject any material inappropriate to the mission of IDPR. The Concessionaire shall have the right to use the Park name and to reference materials published by IDPR in carrying out its marketing and media activities. The Concessionaire shall have the right to purchase and/or develop web domain names, names, and logos or marks in the commercial development of the Concession. The Concessionaire and IDPR shall work diligently to protect the said names and marks in all their forms. The Concessionaire is authorized to make exclusive use of these names and marks for commercial purposes, i.e., logoed merchandise, 'official energy bar of ...' type partnerships, etc., in conjunction with ongoing operation of approved activities as contained in the Concession Agreement, and with written approval by IDPR, for development of products. Nothing in this section precludes the State of Idaho from the use of the names and logos for non-commercial purposes or for the production of pins or other memorabilia for State of Idaho activities. Upon termination of this Agreement, domain names developed in connection with the operation of the Concession shall be available on the basis of first right of refusal for purchase by IDPR from the Concessionaire for the total amount of one dollar (\$1.00) for each domain name. Names and logos shall be available on the basis of first right of refusal for purchase by IDPR for their cost of development, but not more than \$1,000 each.
- 28. Concession Performance Review: A performance review shall be conducted every year during the term of this Agreement to determine the Concessionaire's compliance and to evaluate performance. During these reviews, visitor services and corresponding fees charged by the Concessionaire shall be reviewed and be subject to approval of IDPR. Revenue, including but not limited to all rents paid to IDPR shall also be reviewed, and such fees may be adjusted up or down by mutual agreement of the parties.
- 29. IDPR Consent. Whenever any action by Concessionaire requires IDPR's consent pursuant to a provision in this Agreement, IDPR's consent to such action shall be strictly construed to apply to the specific action to which such consent applied and not to imply consent to any similar or subsequent actions by Concessionaire or waiver of any rights provided to IDPR by this Agreement. Consent of IDPR to any action of Concessionaire must be explicit. No provision in this Agreement shall be construed to allow consent by omission.
- **30.** Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation

of this Agreement. All rights of Concessionaire and the legal relations of IDPR and Concessionaire are defined herein and no rights not specifically identified herein are intended.

- **31. Modification.** Notwithstanding any of the provisions hereof; the parties hereinafter, by mutual consent, may agree to written modifications or additions to this Agreement, subject to approval of the Idaho Park and Recreation Board. No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Agreement. IDPR shall have the right to grant reasonable extensions of time to Concessionaire for any purpose, or for performance of any obligation of Concessionaire hereunder.
- **32. Severability.** If any term or provision of this Agreement is declared invalid or becomes inoperative for any reason, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Agreement.
- **33. Sovereign Immunity.** Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.
- 34. Officials, Agents, and Employees of IDPR Not Liable. It is agreed by and between the parties that in no event shall any official, officer, employee, or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Agreement, express or implied, nor for any statement, representation, or warranty made in or in any way connected with this Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho and IDPR.
- **35. Terms Binding Upon Successor.** All the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assignees of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment set forth above.
- **36. Non-Discrimination**. Concessionaire and its employees shall not discriminate against any person because of race, gender, color, ancestry, national origin, or disability by refusing to furnish such person any accommodation, facilities, services, or privileges offered to or enjoyed by the general public. Nor shall Concessionaire or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability or the patronage of any person because of race, gender, religion, color, ancestry, national origin or disability.
  - 36.1 In the performance of this Agreement, Concessionaire shall not discriminate against any employee or applicant for employment because of race, gender, color, religion, national origin or disability. Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, gender, color, religion,

23-001-CAS-OCA-2023 TAMARACK RESORT TWO, LLC ancestry, national origin or disability. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- **36.2** Concessionaire shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by any agency of the State of Idaho designated for the purpose of investigation to ascertain compliance with Title 67, Chapter 59, Idaho Code.
- 37. Time of the Essence. Time is expressly declared to be of the essence in this Agreement.
- **38.** Notices. Any notice given under the terms of this Lease shall be deemed given and delivered when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party. Notices to Concessionaire shall be addressed to Concessionaire at the address designated in the Data Page of this Lease. Notices to IDPR shall be addressed to IDPR shall be addressed to IDPR at the address designated in the Data Page of this Lease.
- **39. Governing Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Idaho, and the parties consent to the jurisdiction and venue of the Idaho State District Court located in Ada County in the event of any dispute with respect to this Agreement.
- Force Majeure. If IDPR or Concessionaire is delayed, hindered, or prevented from performing any act 40. required under this Agreement by reason of any act of God; failure of electricity or any utility; fires; floods; drought; unusually severe weather; poor water quality, including but not limited to algae blooms, bacteria, or other pollution; restrictive government laws or regulations, including but not limited to government actions related to any epidemics, pandemics, or quarantines; strikes; lockout; labor trouble; inability to procure materials; freight embargoes; war; riot; insurrection; escalation of hostilities; or any other reason beyond the party's control making performance impossible, then performance of that act, and that act only, shall be excused for the reasonable period of the delay upon proper and satisfactory proof presented to IDPR. IDPR must be notified within five (5) days of any force majeure event. In that event, the period for the performance of the act shall be extended for a reasonable period equivalent to the period of the delay. Concessionaire shall work diligently to eliminate the delay and immediately notify IDPR when the reason for the force majeure has ceased. Neither Concessionaire's financial condition nor the failure of any third party with whom Concessionaire contracts shall be an event of force majeure excusing the performance of any act required by this Agreement. IDPR shall have no liability for any damages Concessionaire incurs as a result of any force majeure event.
- **41. Special Terms and Conditions.** Attachment A, *General Terms and Conditions*, sets forth the general terms and conditions applicable to all concessionaires. Attachment C sets for the *Special Terms and Conditions* applicable to the signatory Concessionaire. In the event of any conflict between the General

Terms and Conditions in Attachment A, and the Special Terms and Conditions in Attachment C, the Special Terms and Conditions are deemed to be controlling.

- **42.** Terms and Conditions for Concession Located on Park Lands Leased from United States. Some or all of the Premises is located on Park lands leased from an agency of the United States, specifically the Bureau of Reclamation ("BOR" or "United States"), and the Concessionaire is obligated to abide by and satisfy the following terms and conditions.
  - **42.1 Federal Approval.** This Agreement is subject to the approval of the United States and may be terminated by the United States for cause.
  - **42.2** No Federal Obligation. In the event of the expiration or termination of IDPR's lease with the United States, this Agreement shall terminate. Absent agreement with the United States, the Concessionaire shall remove all fixed assets and personal property from the Premises. No financial obligation or risk will reside in the United States for reimbursement for fixed assets and personal property removed pursuant to this provision.
  - **42.3 No Interference with Project Purposes.** This Agreement is subject to the rights of the United States and its agents to use the Premises as necessary to fulfill the purposes for which the United States set the lands aside.
  - **42.3 Annual Operation Plan.** Concessionaire shall prepare and submit to IDPR and the United States an annual operations and maintenance plan.
  - **42.4 Annual Reviews.** The United States will conduct an annual review and evaluation of the concession operations, and may conduct unplanned reviews as necessary. Concessionaire shall correct any operational or administrative deficiencies identified during such reviews.
  - **42.5** Advertising and Signs. The logo or name of the applicable United States agency, along with the logo or name of IDPR, will be displayed at all concession entrances used by the public. Outdoor signs or adverting on federal lands must be approved by the United States before being displayed.
  - **42.6** Insurance and Indemnification. In addition to the Insurance requirements set forth in Section 12 of this Agreement, Concessionaire must have and maintain an appropriate insurance policy that will: a) indemnify the United States, b) provide that the insurance company will have no right of subrogation against the United States, and c) names the United States as an Additional Insured.
  - **42.7 Employment of United States Employees and Family Members.** Employees or family members of the applicable agency of the United States may not be owners, partners, board members, corporate officers, general managers, or employees of Concessionaire, nor may they have any financial interest in Concessionaire's business, or company if Concessionaire is a duly organized entity.

- **42.8 Minimum Wage**. Concessionaire shall comply with the requirements of Executive Order No. 14026 (April 27, 2021, as may be amended, or modified pursuant to judicial order) and all related regulations of the U.S. Department of Labor, requiring that Concessionaire's employees be paid the minimum wage published by the Secretary of Labor, excepting those employees involved exclusively in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. Provided further, that employees connected with the provision of lodging or food services relating to the provision of such seasonal recreational services shall be paid the minimum wage required under Executive Order No. 14026. *See* https://www.dol.gov/agencies/whd/government-contracts/eo14026.
- **42.9 Sick Leave**. Concessionaire shall comply with the requirements of Executive Order 13706 (Sept. 2015, as may be amended), and all related regulations of the U.S. Department of Labor, requiring that Concessionaire provide qualified employees up to seven days of paid sick leave annually, including paid leave allowing for family care. *See* https://www.dol.gov/agencies/whd/government-contracts/sick-leave.
- **42.10 Antiretaliation**. It shall be unlawful for any person to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.
- **42.11 Disputes concerning labor standards**. Disputes related to the application of any Executive Order applicable to this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this Agreement clause include disputes between Concessionaire (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **42.12 Notice.** Concessionaire must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, Concessionaire may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, Concessionaire must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees.

[The remainder of this page is intentionally left blank.]

## **Attachment B** Concession Premises Legal Description and Map

#### 1. Park Name:

Lake Cascade State Park, Poison Creek Unit.

#### 2. Written Description of concession location and areas accessed:

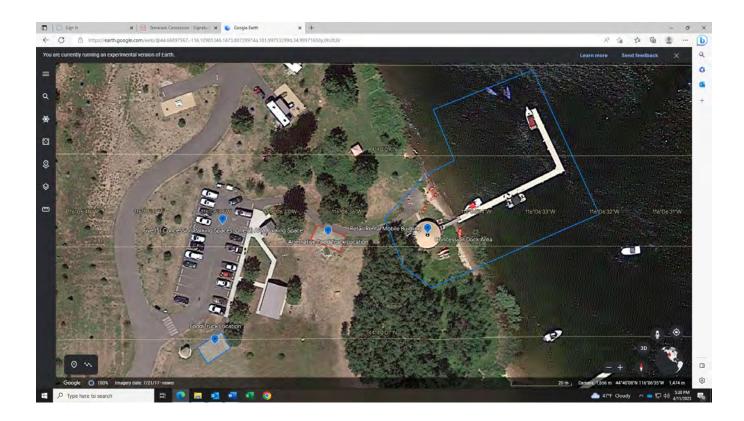
The concession is accessed via Lake Cascade State Park's Poison Creek recreation unit. The concession area is east of the Poison Creek shelter area, along the water front.

#### 3. Project Location:

SE <sup>1</sup>/<sub>4</sub> NE <sup>1</sup>/<sub>4</sub> Sec 5, T 15 N, R 3 E

#### 4. Map of park with concession location and areas accessed identified:

The concession operation will be located within the area identified as the "Project Area" on the map below. The concession building is south of the paved pathway and the associated recreational equipment will be located near the adjacent shoreline. Motorized watercraft rentals are moored at the adjacent dock location. The concession "Food Truck" is located adjacent to the "Project Area" within the Poison Creek Unit.



# Attachment C Special Terms and Conditions

#### A. Required Services and Facilities:

1. Food or Beverages with No Glass Bottles: Both food and drinks.

a) From floating dock and waterfront bungalow (*i.e.* wooden shed structure) the sale of prepackaged snacks, non-alcoholic beverages, ice cream, ice, etc.

b) From food truck the sale of prepared and pre-packaged snacks, meals, and non-alcoholic beverages.

- 2. Outdoor Recreation Equipment Rentals:
  - a) Motorized and non-motorized vessels and other items, including kayaks; stand-up paddle boards (SUPs); peddle boats; sail boats and catamarans; small, motorized watercraft; personal watercraft (PWC); fishing equipment; other recreational items, and beach chairs and shade umbrellas.
  - b) Dock and mooring rentals, including hourly, daily, and weekly rentals of tie-down space on the floating dock or other approved moorings.
    - i. Mooring balls must meet U.S. Coast Guard standards. The placements of regulatory buoys near the concession waterfront area are the responsibility of Concessionaire and are subject to approval by Valley County Sheriff's Office.
    - ii. Mooring of Concessionaire's equipment to IDPR docks is prohibited.
  - c) All Federal and State boating laws must be complied with. Special attention must be given to the requirements of Idaho Code 67-7078, Personal Watercraft Liveries.
- 3. Retail Sales: Summer retail items such as hats, water bottles, sundry items, bait and tackle, fishing licenses if as an approved vendor for IDFG, and parking permits if as an approved vendor for IDPR.
- 4. Other Requirements:
  - a) Hours of operation may occur between 7:00 a.m. to 10:00 p.m. daily. All operations must conclude by 10:00 p.m. daily.
  - b) Locations of operation are limited to the Park unit listed in Attachment B.
  - c) Concessionaire shall abide by the following methods of operation:
    - All activities relative to this concession operation will be conducted in a manner that does not disrupt the normal public use of the campgrounds, day use areas, beaches within the premises, picnic shelters, boat launches, parking lots, roadways, and boat launch handling docks. If a conflict between normal public use of the previously mentioned facilities and the concession operation are detected, immediate corrective action will be taken by the Concessionaire or when notified by Park staff of the conflict.
    - 2) The adjacent Poison Creek unit day use shelter and campground are not associated with or subject to the Concessionaire's operation. The use of the shelter, campground, and any other amenities requires prior approval from IDPR in writing, and may be subject to applicable fees.

- 3) Tamarack Resort branding will be prohibited on Park facilities, signs, and grounds, unless specific prior approval is provided in writing by IDPR. All advertisements for this concession operation must be reviewed and approved by IDPR prior to their use in any medium including but not limited to print, internet, and radio or television. No advertisement is permitted to be posted on any informational or restroom bulletin boards or any other source within Lake Cascade State Park units.
- 4) Concession customers and Concessionaire and all employees are subject to all IDPR fees and rules.
- 5) IDPR will designate five (5) parking stalls and one (1) ADA parking stall in the day use parking lot adjacent to the Poison Creek shelter and waterfront area for use by concession customers and Concessionaire employees.
  - i. Any additional concession customers or Concessionaire employees may park in the boat ramp parking area; all Motor Vehicle Entrance fees apply.
  - ii. Overnight parking is not permitted.
- 6) Prior to installation of the "swim at your own risk" area, signage describing the area and its potential risks must be installed. These signs must include at a minimum:

#### "SWIM AT YOUR OWN RISK---NO LIFEGUARD" "WARNING! WATER DEPTH MAY EXCEED 8 FEET" "NO GLASS CONTAINERS OR PETS ON BEACH"

All sign letters must be in high color contrast to their background (*e.g.* red letters on white background) and must be clearly visible from all approaches. Lettering must be easily read from a distance of fifty (50) feet. This may require more than one set of signs to adequately cover the swim area.

- 7) Concessionaire employees or volunteers on-site will be required to be currently certified in First Aid and CPR.
- 8) Concessionaire must have all persons receiving instructions or renting equipment sign a "hold harmless agreement" and retain those agreements until end of this Agreement. Concessionaire's hold harmless agreement must extend coverage to the Park and BOR, and be approved by IDPR prior to beginning of concession operations.
- 9) The approved areas of operation may be closed or restricted during special events or unique conditions as determined by Park staff. This includes, but is not limited to, when the units are under Park-approved Special Use Permits.
- 10) Weather conditions and availability of IDPR or Lake Cascade State Park staff or equipment may be reason for the Park to limit or prevent access to any approved unit referred to in Attachment B.

#### B. Optional Services and Facilities:

1. Concessionaire may provide transportation services to Tamarack Resort homeowners and customers to and from the main resort and the boat dock and launching area. Any vehicle utilized for such

transportation services must properly display a valid Annual Motor Vehicle Entrance Fee pass, an Idaho State Parks Passport, or a daily Motor Vehicle Entrance Fee pass.

- 2. Portable fueling of Concessionaire-owned equipment utilizing environmentally approved fuel transfer system, a/k/a Gas Caddy, at designated area.
- 3. The following additions apply to Attachment A, Section 10, Control of Rates and Charges: In addition to review by IDPR, all fees, rates, and prices charged by Concessionaire for goods, beverages, food and services furnished or sold to the public are subject to the review and approval of the BOR.

#### C. Alcohol Sales:

- 1. The sale of alcoholic beverages on the subject premises is permitted, subject to the following restrictions:
  - a) Concessionaire must have a valid alcohol beverage license issued by the Idaho State Police that allows the handling and sale of alcohol <u>on the premises</u>, as dictated by the license.
     Concessionaire and its employees must comply with all state and local laws, rules, and ordinances regarding the handling and sale of alcohol.
  - b) The sale of beverages containing more than fourteen percent (14%) alcohol is prohibited.
  - c) The sale of any beverage in a glass container is prohibited.
  - d) Other than discreet signage on the premises, Concessionaire shall not advertise the sale of alcoholic beverages without the prior written approval of IDPR.
  - e) IDPR reserves the right to impose reasonable Park regulations on the sale or consumption of alcohol not in conflict with the rules administered by the Alcohol Beverage Control Division of the Idaho State Police.
  - f) The sale of alcoholic beverages may be terminated at any time by IDPR if it determines that such sale creates management problems or negatively impacts the park visitor experience.

#### D. Utilities:

- Concessionaire may utilize Park electrical utilities at the waterfront bungalow. Concessionaire is
  responsible to complete the needed electrical connection from the service panel provided by IDPR to
  the bungalow. Completing this connection and obtaining the necessary electrical permits is the
  responsibility of Concessionaire. Concessionaire will pay Lake Cascade State Park \$200 for electrical
  use as indicated on the Data Page.
- 2. No other utilities provided by the Park specific to Concessionaire.
- 3. Concessionaire must appropriately dispose of trash outside of the Park and is responsible for the proper handling and removal of all garbage and litter created as a result of the operation.

#### E. Park Specific Conditions as Relates to United State Bureau of Reclamation (BOR):

 This Concession Agreement is subject to the terms of the Bureau of Reclamation Management Agreement No. 21-07-11-L5422; the Standards for Concession Management RE: LND 04-02; completion of and cooperation with any National Environmental Policy Act (NEPA) process required by BOR; and other related documents, policies and rules. Complete copies of these documents are available upon request by Concessionaire.

- 2. Along with all other provisions, Concessionaire will comply with the following provisions as mandated by the Management Agreement No. 21-07-11-L5422 with BOR:
  - a) Concessionaire shall comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving 'Federal financial assistance,' and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17."
  - b) Concessionaire shall comply with Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516, and the Rehabilitation, Comprehensive Service, and Developmental Disabilities Act of 1978, P.L. 95-602, 29 U.S.C. 700 et seq. which are designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance which provides that: "No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17."
  - c) Concessionaire shall comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.; 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance. The Act also permits federally assisted programs and activities, and recipients of federal funds, to continue to use certain age distinctions and factors other than age which meet the requirements of the Act and its implementing regulations. The Act provides that: "No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of; or be subjected to discrimination under any program or activity receiving Federal financial assistance and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17."
- All concession facilities must be in compliance with the Americans with Disabilities Act (ADA), as defined by the BOR, including Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973, as amended; 43 Code of Federal Regulations Part 17, Subpart E - Nondiscrimination on the Basis of Handicap in Programs or Activities.
- 4. Hazardous Materials:
  - a) Concessionaire may not allow contamination or pollution of Federal project lands, waters, or project works of BOR; and for which IDPR has the responsibility for care, operation, and maintenance by its employees or agents and Concessionaire; and shall take reasonable precautions to prevent such contamination or pollution by third parties.
  - b) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and BOR policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, disposed of on or in Federal project lands, waters, or project works of Lake Cascade State Park.
  - c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. ~9601, et seq., and the regulation promulgated pursuant to that Act. In addition, it shall include thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

- d) Upon discovery of any event, which may or does result in contamination or pollution of Federal project lands, water, or project works of Lake Cascade, the Concessionaire shall initiate emergency measures to protect health and safety and the environment if necessary and shall report such discovery with full details of the actions taken to IDPR and to BOR's Designated Representative. Reporting shall be within a reasonable time period but not to exceed twenty-four (24) hours of the time of discovery if it is an emergency and the next working day if it is a non-emergency.
- e) Violation of any of the provisions of this Article, upon which the Concessionaire does not take immediate corrective action as determined by IDPR or by BOR's Designated Representative, may constitute grounds for termination of this Agreement and shall make the Concessionaire liable for the cost of full and complete remediation and restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- f) In the event of any hazardous material spill, the Concessionaire, in addition to the above-stated requirements, shall comply with IDAPA 58.01.02.850, which by this reference is incorporated herein as if fully set forth. Concessionaire's duty to comply with IDAPA 58.01.02.850 shall include compliance with any amendments thereto that may occur during the term of this Agreement.
- g) Concessionaire shall not use any pesticides upon the Premises without the prior written approval of IDPR and BOR.
- h) Concessionaires and outfitter and guide concession operations within Lake Cascade State Park are non-exclusive. IDPR reserves the right to grant similar concession rights to others. Such a grant of rights to another outfitter or guide concessionaire shall not be considered or asserted to interfere with the concession privileges granted in this Agreement.
- 5. Resource Management Plan: Concessionaire will follow the guidelines contained in the approved Resource Management Plan (RMP) for the reservoir area. Adherence to season closures and restrictions must be a primary consideration with all activities and watercraft use.
- 6. Exclusive Use: Exclusive use is not authorized on BOR lands within the boundaries of Lake Cascade State Park. Exclusive use is any use that excludes other appropriate public recreation use or users for extended periods of time.
- 7. Transfer and Assignment:
  - a) This agreement may not be transferred, extended, or assigned, without the consent of the IDPR.
  - b) BOR will not stand instead for the State should the management agreement between the IDPR and BOR expire or be terminated. At BOR's discretion, BOR may issue a new permit that is in compliance with Reclamation Manual, Concessions Management by Reclamation, LND 04-01.
- 8. In the event of termination of this Agreement for any reason, Concessionaire shall not seek reimbursement from BOR for any fixed assets or personal property of the Concessionaire. Concessionaire's rights of reimbursement are limited to the terms of Attachment A. Upon termination, Concessionaire shall not be reimbursed for permanent improvements constructed by Concessionaire, if any. Concessionaire's sole right upon termination is to remove improvements and restore the Premises to the condition existing immediately prior to execution of this Agreement.

[The remainder of this page is intentionally left blank.]

## Attachment D Gross Receipts Reporting Form

		Date:	04-12-2023		
Lease Nu	mber*:	23-001-CAS-OCA-2023			
	Park:	Lake Cascade State Park			
Park Unit if appl	icable:	Poison Creek Unit			
Concession Company	Name:	Tamarack Resort Two LLC			
DBA	Name:	Tamarack Resort Two LLC			
Company Ac	dress:	311 Village Drive, PMV 3026			
		Tamarack, ID 83615-5014			
Contact	Name:	Scott Turlington			
Contact Phone N	umber:	208-325-1000			
2 4 82 0560050		Data Frame 05 10 2022 Data Tai	10 01 2022		
) # 83-0560950 W-9 form has been provided		Date From: <u>05-19-2023</u> Date To:	10-01-2023		
A. Income					
	(1)	Initial Fee \$300 + Electric \$200 use fee	\$ 500.00		
	(2)	Food and Beverage	\$		
	(3)	Outdoor Equipment Rental	\$		
	(4)	Dock and Mooring Rentals	\$		
	(5)	Retail Sales (see Attach C.1.)	\$		
	(6)	Other	\$		
	(7)	Other:	\$		
<ul><li>B. Total Gross Income - add</li><li>C. Sales and Excise Taxes</li></ul>	amoun	ts from lines A(2) - A(7)			
C. Sales and Excise Taxes					
D. Net Income - subtract amount on line C from amount on line B					
E. Total Adjusted Gross Inco	ome				
Idaho Department of Parks a	Idaho Department of Parks and Recreation Share X				
		SEND THIS AMOUNT			

Lake Cascade State Park Attn: Blake Packer PO Box 709 Cascade, ID 83611-0709 IDPR Only Ck \$: Ck #: PCA: Fund: S/O: 2735

OPS to Accounting; cc: Park Manager

### **Attachment E** Activity Reporting - Activities/Sales From May 19, 2023 to October 1, 2023

	Concession DBA TAMARACK RE	A Name: CSORT TWO L	LC	TAX ID number: 83-0560950		
	Trip Date	Total # of Guests	Activity	Sales Items	Gross Receipts	
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
<u>18.</u> 19.						
<u>19.</u> 20.						
20.						
22.						
23.						
24.						

### \* Make additional page copies as necessary or use concessionaire's documents



### **Communications Memo**

# May 2023 Program Report Craig Quintana, Public Information Officer, Sr.

### Accomplishments & Tasks Underway

#### Media/Marketing/Advertising/Outreach

- Worked with Gov. Brad Little's office for the March 7, 2023 announcement of new IDPR Board Members Manning, Roady and Cooke; mirrored the release on our website. <u>Gov. Little Announces Appointments to</u> <u>Idaho Park and Recreation Board</u>
- Partnered with City of Rocks and the National Park Service on a February 2, 2023 release about City of Rocks getting Dark Sky Park recognition: <u>City of</u> <u>Rocks National Reserve achieves Dark Sky Park</u> <u>certification from the International Dark-Sky</u> <u>Association</u>. The release generated several good media

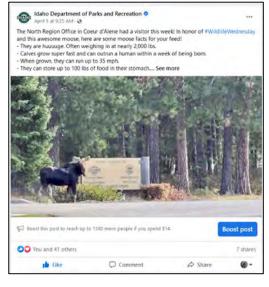


Association. The release generated several good media stories.

 Spoke to the Challis Messenger for an April 10, 2023 <u>story</u> on the acquisition of the Challis Hot Springs and the open house scheduled for April 12<sup>th</sup> at Land of the Yankee Fork State Park about

the purchase and future of the springs. The story was positive and provided a nice plug for the open house.

- Social Media Engagement Between all park and recreation pages, the agency has 162,399 followers on Facebook, still the world's largest outlet. Together, our social channels reached 721,094 people (in just one month!) and interacted with over 123,000 people. The agency also has 100,874 followers on the combined Instagram accounts, with the majority of those being with @CityofRocksNPS, which has over 64,000 followers.
  - Several parks have added Instagram accounts to their repertoire, including the Ashton-Tetonia Trail, Priest Lake, and Massacre Rocks.



• Mind Your Wake 2023 – The Mind Your Wake campaign returns for 2023 with a Life Jacket Safety addition and has started with \$1,000 on Facebook, using video footage created by Chelsea Chambers and paid videography by Steve Simkins, a video pro. This campaign will continue throughout the summer with a \$90,000 traditional-and-social media buy from the Boating Program. We anticipate this campaign will be viewed more than seven million times via radio, television, and digital marketing (ad spots on YouTube, Hulu, etc.). The campaign has been well-received by the public and continues to promote our mission of safe, responsible recreation.

• RecFest 2023 – The IDPR Communications Department joins forces with the Rec Bureau to put

on an event at Eagle Island affectionately titled "RecFest." This last event took place over a decade ago and was well attended. The planning committee expects more than 500 attendees. The theme is *Showcasing Recreation in Idaho* and will be done in conjunction with a previous partner event "Vamos a pescar" (let's go fishing) with Idaho Department of Fish and Game. There are more than 20 confirmed participants including the Bureau of Land Management, Idaho Falconers, U.S. Fish and Wildlife, IDFG, the Ada County Sheriff's Office, U.S. Coast Guard, and others. The event will be held June 3, 2023 at Eagle Island State Park from 10 a.m. to 5 p.m. As an added bonus, it is also Eagle Island's 40<sup>th</sup>



Vamos a pescar, aka, "Free Fishing Day," at Eagle Island in May 2022

Anniversary and we will showcase historic photos, maps, and more.

#### **Sponsors and Partners**

• Completed public outreach on February 15<sup>th</sup> for the plan to mitigate impacts from the



construction of Eagle Island State Park's campground on historic resources. The campground will take a couple of decaying structures from the old prison farm, and the proposed mitigation involves signs interpreting the history of the structures and the farm. This is a partnership with the National Park Service (NPS) and Idaho State Historic Preservation Office. Information was posted on our website, on social media, and in hard-copy form at the park. The effort drew 15 responses via email and social media, and NPS praised the department for the comprehensive outreach.  Communications worked with Director Buxton on the Fiscal 2024 Budget presentation to the Joint Finance-Appropriations Committee as well as versions for the Idaho House and Senate resource committees. We also provided talking points and fact sheets for the legislators as needed during the legislative session.



• Created and sent invitations to more than 250 individuals for the May 3, 2023 rededication event to acknowledge the Challis Hot Springs becoming part of IDPR, specifically as a unit of the Land of the Yankee Fork State Park. Continued planning for the event.



- Chelsea and Craig presented at the IDPR New Employee Orientation in March, giving an overview of the agency as well as an explanation of the Communications Department and how we work with parks and programs to promote IDPR.
- Represented the department at the Ada County Parks and waterways focus group on March 8.
- Facilitated an online, department-wide meeting of the Interp Team meeting on March 21 with Chelsea chairing the meeting and Craig providing support.
  - Met with the Idaho Access Project on March 20, 2023. The

group advocates for access to recreational facilities for those with disabilities. We'd like to try a joint program with the group to access and make recommendations for Eagle Island State Park as a test case. A follow-up meeting has been scheduled.

• Communications is talking to <u>Together Outdoors</u>, a coalition of land managers and other recreation partners that champion diversity and inclusion, about partnering to become more welcoming to underrepresented communities.

#### Miscellaneous/Reminders/Follow-Up

- We continue to partner with the Friends of Idaho State Parks and the Idaho Press to produce monthly spotlight articles (written by Chelsea) on parks in the *Exploring Idaho Parks* series.
- Continuing work with Idaho Commerce and Madden Media to produce a new educational video for the Old Mission, one we would like to finish in coming months.

- Seeking general fundraising and relationship building opportunities.
- Facilitating all agency-related information requests (Idaho Public Records Act) and serving as primary media contacts.
- Producing miscellaneous agency brochure revisions, news releases, web updates, and social media posts, etc.
- Handling special projects as assigned presentations, legislative needs, talking points, speeches, graphics, printing jobs, and web updates.



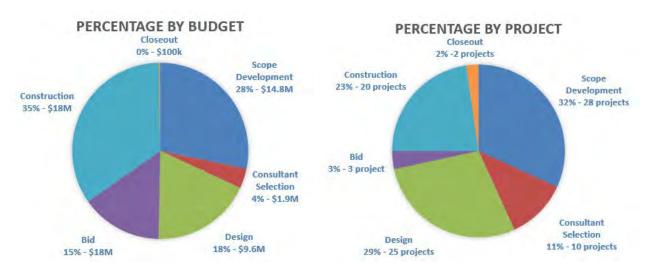
# January – February - March 2023

## **DEVELOPMENT BUREAU**

Bureau Chief – Melanie Schuster

# **GENERAL UPDATE**

With the winter season slowly coming to an end, we are gearing up to get multiple projects out to bid for the 2023 construction season. Design work will be off to a delayed start on several projects as the eastern part of the state has seen record snowfall this year. The FY25 CIP prioritization process took on new meaning for everyone involved this year as the proposed budget surplus request loomed large. The project list is no longer a theoretical list of future projects but urgent projects that are actually going to be funded to reduce our deferred maintenance backlog and help make our parks easier to manage. The Development Bureau is now managing 88 active projects totaling over \$50 million in funding while also planning for over \$100 million in additional funding, an exponential increase. This incredible funding opportunity will allow for a serious effort to be undertaken to vastly improve our park resources, which will require new management strategies and processes. The charts below illustrate where projects currently are in the development process by project phase and budget.



## **Development Projects per Project Phase**

We will have several projects going out to bid shortly such as the Ritter Island Water Upgrades, Ponderosa Blackberry Water and Electric Upgrades, McCroskey Mile 12 Shelter, and Ponderosa Seasonal Housing. The Development Bureau welcomes new East Region Construction Manager Nathan Powers at our East Region Office, and a new Project Manager, Brad Standley will be starting soon at Headquarters. We have now spent \$5.7 Million in ARPA funds with over \$8 Million currently under contract. With the influx of surplus funding some projects may be adjusted between ARPA and Surplus funding sources in the future.



DPR.	AKPA IKA	CKING - July 2022 to De	ecember 2	026						updated 4/10/2
roject #	Park	Project Name	Earmarked Budget	Allocated Budget		and the second se	Planned Start Date	Actual Start Date	Planned Completion	Actua) Completion
	Statewide	Day Use Area Development	\$400,000	\$0	\$0		Aug 2023		Dec 2025	
300035	Statewide	Statewide Employee Housing	\$1,200,000	\$1,200,000	\$0	\$0	Aug 2023		Dec 2025	1
300036	Statewide	Road & Bridge	\$1,500,000	\$1,000,000	\$31,400	\$7,390	Jan 2023	Jan 2023	Dec 2025	
300037	North Region	Minor Maintenance	\$435,000	\$185,000	\$81,441	\$41,197	July 2022	July 2022	Dec 2025	
300038	South Region	Minor Maintenance	\$500,000	\$250,000	\$185,095	\$46,150	July 2022	July 2022	Dec 2025	
300039	East Region	Minor Maintenance	\$500,000	\$125,000	\$36,000	\$10,000	Aug 2023	April 2023	Dec 2025	
300040	DWO/PRI	North Region Vault Toilets	\$320,000	\$320,000	\$0	\$0	April 2023		Dec 2023	<u></u>
		Priest Lake CG Electric & Water				1				
310112	Priest Lake	Upgrades	\$650,000	\$650,000	\$606,000	\$428,341	Sept 2022	Sept 2022	June 2023	
310333	Round Lake	Tree House Camping	\$800,000	\$800,000	\$0	\$0	March 2023		Dec 2024	
	TCDA	TCDA Bike-in Campsites	\$750,000	\$0	\$2,100	\$0	April 2023		Dec 2024	1
310531	Farragut	Peterson Group Camp	\$3,000,000	\$200,000	\$91	\$91	Feb 2023	Feb 2023	June 2025	
310532	Farragut	Buttonhook Bay Improvements &	\$700,000	\$400,000	\$0	\$0	April 2023		Dec 2024	
310611	Old Mission	Pathway Repairs and ADA Access	\$250,000	\$0	\$0	\$0	Sept 2023		Dec 2023	
310731	Mowry	Campground Development	\$1,000,000	\$200,000	\$20,224	\$20,224	Dec 2023		Dec 2025	
310815	Heyburn	Lakeview Cottage Renovations	\$68,000	\$68,000	\$66,500	\$20,138	Jan 2023	Jan 2023	May 2023	
310816	Heyburn	Rocky Point Lodge Parking Lot	\$100,000		\$75,000		Sept 2022	Sept 2022	Nov 2023	1
310831	Heyburn	Wastewater Facility Repairs	\$3,000,000	\$500,000	\$422,562	\$63,080	Jan 2023	Jan 2023	Dec 2025	
		Replace Rocky Point Docks for		1			· · · · · · · · · · ·			
310832	Heyburn	Boat Garages	\$2,000,000	\$200,000	\$0	\$0	April 2023	1	Dec 2024	
310931	CDA Parkway	Higgins Point Improvements	\$65,000	\$65,000	\$2,000	\$0	March 2023	March 2023	Dec 2024	
320215	Dworshak	Freeman Creek Phase 2 Waterline	\$600,000	\$0	\$0	\$0	April 2023	April 2023	Dec 2023	
320233	Dworshak	Surface Water Intake	\$1,800,000	\$200,000	\$0	\$0	May 2023		Dec 2025	
320312	Hells Gate	Hells Gate Marina Restroom	\$150,000	\$150,000	\$150,000		Jan 2023	Jan 2023	May 2023	
320392	Hells Gate	Marina Dock Replacement Ph 2	\$1,000,000		\$660,000		July 2023	July 2023	Dec 2024	
320396	Hells Gate	Bike-in Camping	\$500,000		\$0		April 2023		Dec 2024	
320531	Winchester	New Yurts	\$200,000		\$2,688		Feb 2023	Jan 2023	Dec 2024	
330133	Ponderosa	Kokanee Cove Renovations	\$2,500,000		\$414,152		Sept 2023	Sept 2023	Dec 2025	2
330231	Eagle Island	RV Campground	\$200,000	\$200,000	\$134,736	\$136,282	Jan 2023	Jan 2023	Dec 2024	
330233	Eagle Island	Calf Barn Reroof & Building	\$400,000	\$400,000	\$62	\$62	March 2023	April 2023	Dec 2023	1
330432	Idaho City	Backcountry Yurt System	\$200,000	\$200,000	\$0	\$0	July 2023		Dec 2026	
330513	Bruneau Dunes	New Observatory	\$1,500,000	\$1,500,000	\$1,497,000	\$1,268,825	Aug 2022	Aug 2022	May 2023	
340332	Thousand Sp.	Thousand Springs Vault Toilets	\$340,000	\$340,000	\$96	\$96	March 2023	April 2023	June 2024	
		Replace Water Lines to Ritter				1				
340333	Thousand Sp.	Island	\$1,000,000	\$1,000,000	\$53,370	\$37,296	July 2022	July 2022	Dec 2023	
350133	Massacre Rocks	Sewage System Replacement	\$1,000,000		\$100		May 2023		May2025	· · · · · · · · · · · · · · · · · · ·
350134	Massacre Rocks	East Fork Campground	\$1,000,000		\$52,200		on hold			1
350311	Bear Lake	East Beach CG Ph 2 Electric	\$132,000	\$132,000	\$119,000	\$98,077	Aug 2022	Aug 2022	June 2023	
350321	Bear Lake	East Beach CG Water Upgrades	\$88,000	\$88,000	\$79,000	\$63,517	Aug 2022	Aug 2022	June 2023	
350332	Bear Lake	Bear Lake Vault Toilets	\$220,000	\$220,000	\$160,000	\$29,414	Aug 2022	Aug 2022	June 2023	
350333	Bear Lake	East Beach Renovations	\$750,000	\$200,000	\$13,000	\$0	May 2022	March 2023	Dec 2024	
360102	Harriman	Historic Ranch Area	\$200,000	\$200,000	\$0	\$0	June 2023		Dec 2024	
360132	Harriman	Water & Septic System Upgrade	\$2,000,000	\$200,000	\$42,800	\$93	March 2023	March 2023	Dec 2025	
360133	Harriman	Harriman Fish Pond Campground	\$1,000,000		\$44		May 2023	1	Dec 2024	
360231	Henrys Lake	Phase 2 Waterline Upgrades	\$528,200		\$528,200		July 2022	July 2022	Dec 2022	Nov 2022
360232	Henrys Lake	Sewer Connection	\$2,000,000		\$10,000		July 2022	July 2022	Dec 2026	1.
360233	Henrys Lake	Campground Expansion	\$3,000,000		\$39,590		Jan 2023	Jan 2023	Dec 2024	
360531	LOYF	LOYF Camping Improvements	\$3,500,000	the set of	\$2,561,000	\$2,550,500	June 2023	April 2023	Dec 2026	-
	Statewide	ARPA Contingency	\$1,953,800							
oject To	tals		\$45,000,000	\$20,000,000	\$8,045,450	\$5,713,511				



# **NORTH REGION**

Project Number and Name	Current Status
310102 – Priest Lake Shafer Cabin Elec & Plumbing Repairs Project is Substantially Complete. The flooring installation corrections work scheduled for January was snowed out. When the snow finally melts out enough to get into the site, the work will be completed. The cabin will open this Summer.	Construction
310112 – Priest Lake Campground Electrical Upgrades Transformers and control boards to be installed this spring when the snow melts.	Construction
310132 – Priest Lake Replace Group Camp RR/Shower Project in scope development to determine best delivery method for short construction season.	Scope Development
310321 – Round Lake Campground Improvements Developing Design-Build Request for Qualifications for project team selection.	Scope Development
310332 – Round Lake Elec & Water Upgrades See Project 310321	Scope Development
310333 – Round Lake Treehouse Overnighters – ARPA Developing Design/Build Request for Qualifications for project team selection.	Scope Development
310411 – Trail of CDA Restripe Trail & Parking Proposal received from contractor. Work to be done this summer.	Bidding
310412 – Trail of CDA Land Acquisition & Const Maint. Shop Design-Build RFQ has been issued and two responses received. Currently evaluatin responses for Design-Build team selection.	Consultant Selection g
310531 – Farragut Peterson Campground – ARPA Scope and budget received from the selected design team. In the process of Setting up the Design Contract.	Design
310532 – Farragut Buttonhook Bay Infrastructure Improvement – ARPA Working on Design-Build RFQ for dock improvements.	Scope Development
310611 – Old Mission Church Porch Repair, Path Repair & Lift Replacement Cost of project exceeded the initial budget but funding from APRA will allow for the completion of the full project scope. The project is currently on hold pending scope approval from the tribe.	On Hold



Project Number and Name	Current Status
310631 – Old Mission Re-Stain Visitor Center (DPW Delegated Project) Contract price has been negotiated with Regional Service Contractor. Work to commence Spring 2023.	Bidding
310731- Mowry New Campground – ARPA Re-roof of the Mowry House has been completed. Scope development is underway to determine the best project delivery method for development of camping to serve Mowry House as event center.	Scope Development
310814 – Heyburn Replace Chatcolet Restroom Restroom has been installed and is functional for public use. Concrete walk and ADA parking have been poured. Finish grading and boulder placement to be completed this month.	Construction
310815 – Heyburn Replace Lake View Cottage Foundation The foundation replacement is substantially complete. We have negotiated with the contractor for a Change Order which will complete minor maintenance items and enhancements. Work associated with the Change Order has started and is	Construction

scheduled for completion April 2023.



Heyburn Lake View Cottage New Walkway



Heyburn Lake View Cottage New Foundation



Project Number and Name	Current Status
310816 – Heyburn Lodge Remodel (State Surplus) Project is substantially complete. Site work is under design for accessible access, drainage, and parking to be completed summer 2023. Furnishings are being purchased in preparation of opening the lodge to the public.	Design
310824 – Heyburn Rocky Point Fuel Dispenser Replacement Met with potential contractor to complete repairs. Proposal is being developed for the work.	Bidding
310831 – Heyburn Wastewater Facility Repairs – ARPA Design-Build contract in place. Initial treatment facility and lift station evaluations are complete. Design for water main replacement between the Visitor Center and Plummer Creek submitted to DEQ for review.	Design

310832 – Heyburn Rocky Point Dock Replacement – ARPAConsuWorking on a Request for Qualifications for Design-Build Team.Consu

**Consultant Selection** 



Rocky Point Marina



Project Number and Name	<u>Current Status</u>
310872 – Heyburn Chatcolet Campground Renovations Working with contractor for a proposal for the final items. Region crew will also assist in the work. Spring 2023 completion date.	Construction
310924 – CDA Parkway Rehabilitate & Vault Toilets Working with manufacturer on door replacement. Finalizing Service Contract. Waiting on the weather to improve for the painting.	Design
210021 Higgons Doint Improvements ADDA	Construction

310931 – Higgens Point Improvements – ARPA Trail work is nearly complete. Working on Design- Build RFQ for dock work. Construction



Higgens Point Trail Before

Higgens Point Trail After



Project Number and Name	Current Status
320181- McCroskey Redtail Primitive Campground & Shelters Finishing design for new day use shelter. Project to bid this spring for summer/fall construction.	Design
320215 – Dworshak Replace Freeman Creek Water Lines The project has been on hold pending Army Corps of Engineers approval. The Dworshak lease is in the process of signature so the review process can start again. The project will bid as soon as approvals are received.	Design
320222 – Dworshak Water Filtration System Upgrade The project has been on hold pending Army Corps of Engineers Lease Agreement. Negotiations will renew with the engineer to get the project under design. The project will be designed and bid concurrently with the ARPA project for Surface Water Intake Replacement (320233).	Consultant Selection
320231 - Dworshak Water Tower Inspections The project has been on hold pending Army Corps of Engineers Lease Agreement. The project will now resume the consultant selection process.	Consultant Selection
320232 – Dworshak Replace Carpet Big Eddy Lodge (DPW Delegated Project) The project has been on hold pending Army Corps of Engineers Lease Agreement. The project will now resume the design process.	Design
320233 – Dworshak Surface Water Intake Replacement – ARPA The project has been on hold pending Army Corps of Engineers Lease Agreement. Negotiations will renew with the engineer to get the project under design. The project will be designed and bid concurrently with the project for Water Filtration System Upgrade. (320222).	Consultant Selection
320311 – Hells Gate Repair & Resurface Trails Army Corps of Engineers approval has been received. Developing bid docs and pre-bid planned this winter.	Design



**Current Status** 

Construction

320312 – Hells Gate Remodel Marina Restroom Contract is in place with a Regional Service Contractor. The project is in the construction phase and scheduled for spring completion.



Hells Gate Remodel Marina Restroom

320321 – Hells Gate Sewer System & Facility Upgrade Working with park and engineer to develop scope and costs. **Consultant Selection** 



## **Current Status**

Construction

320392 – Hells Gate Marina Mooring Dock Replacement Pile driving is complete. Docks to be installed in mid-April.



Hells Gate Marina Mooring Dock Replacement

320531 – Winchester Additional Yurts – ARPA Working with design team to finish design contract. Design



**Current Status** 

300037 – North Region Maintenance – Farragut Beaver Bay Boiler asbestos removal and replacement.



Beaver Bay Restroom Boiler Replacement

300037 – North Region Maintenance – Old Mission Old Mission Parking Lot Drain



Old Mission Parking Lot - Before



Old Mission Parking Lot - After



# **SOUTH REGION**

Project Number and Name	Current Status
330113 – Ponderosa Shed Replacement IDPR has issued a Design-Build contract that includes replacement of the shed along with the incorporation of a linen storage facility. Construction will take place as soon as the snow melts. The pre-engineered steel building will be ready to deliver in May 2023.	Construction
330121 - Ponderosa Blackberry Loop Water & Elec Upgrades Archeology Report has been received and submitted to NPS for approval by THPO. Engineer contracted to get construction documents ready for bidding. Project will be bid Spring 2023 for Fall 2023 construction. Archeological Monitor may be require	Design ed.
330131 – Ponderosa RR Upgrade Activity Center (DPW Delegated Project) Construction documents have been completed and are currently being reviewed for approval. Project bidding spring 2023 with construction starting June 2023.	Design



Ponderosa Restroom Activity Center



Project Number and Name	Current Status
330132 – Ponderosa New Utility Building See project 330113.	Design
330133 – Ponderosa Kokanee Cove Dev & Renovations – ARPA Design is underway. The bid package for the park residence to replace the Dormitory style housing at the Shower House is being prepared and construction is scheduled for mid-summer 2023.	Bid Development
330231 – Eagle Island RV Campground Design is complete and the project will bid 4/13/2023. Anticipated construction start is June-July 2023.	Bidding
330233 – Eagle Island Calf Barn Re-Roof & Stabilization – ARPA Request for Qualifications received from 4 Design-Build teams. Interviews being held 4/5/23 for final Design-Build team selection.	Consultant Selection



Eagle Island Calf Barn



## **Current Status**

330432 – Lucky Peak Idaho City Additional Yurts – ARPA Potential new yurt locations have been identified. Initial contact with USFS has occurred. New non-motorized coordinator will start in May and help determine the final locations and work with the USFS for approval. **Consultant Selection** 



Hennessy Yurt

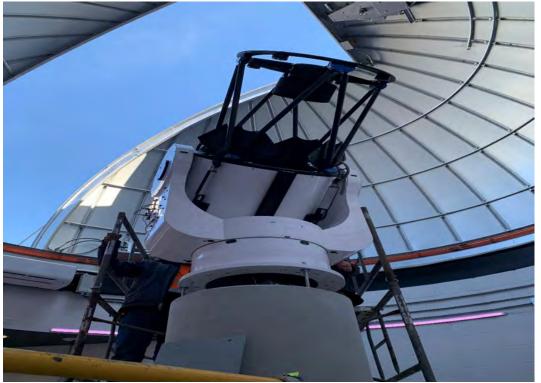
330511 – Bruneau Observatory Parking & Pathway Repair See project 330513.	Construction
330512 – Bruneau Staff Housing Pilot Program The Steele Reese Building living space concept has been approved and the drawings are being developed. The anticipated start date on the modification is late April 2023.	Design



## **Current Status**

Construction

330513 – Bruneau Dunes Observatory Replacement (State Surplus/ARPA) Construction on the Observatory is nearing completion, The Observatory is virtually complete, including installation of the telescope. Hardscape is complete less paving which is scheduled for mid-late April 2023. The Observatory parking and pathway repair for Project 330513 has been added to this project. Opening of the Observatory remains on schedule for May 1, 2023.



Bruneau Dunes New Telescope

330521 - Bruneau Observatory Repairs
 Basic repairs have been completed. IDPR is looking at solutions to return the observatory to a functioning unit.
 330733 - Lake Cascade New Utility Building
 A design-build contract has been awarded. The Design-Builder is looking into Alternatives that will allow IDPR to move forward such as wood framing in lieu of steel.
 330764 - Lake Cascade Blue Heron & Van Wyck Docks/Pilings Docks are assembled and onsite, to be installed spring 2023.
 330771 - Lake Cascade Pelican Cove Day Use ADA Improvements & CXT Construction



## Current Status

330781 – Lake Cascade Crown Point Docks Docks assembled and onsite, to be installed spring 2023.

330831 – HQ Greenbelt RR Water Repair Recently met on site and have asked for proposal from Regional Plumbing Service contractor for potential Spring 2023 project start. Construction

Scope Development



Headquarters Greenbelt Restroom



# **EAST REGION**

Project Number and Name	Current Status
340303 – Thousand Springs Visitor Center Substantial Completion issued October 26, 2021. Grand Opening April 28 <sup>th</sup> . Closeout in process. Awaiting final billing from DPW to close project.	Closeout
340322 – Thousand Springs VC Exhibits An Interpretive Design Build team has been selected and the Design Kickoff meeting was held 11/4/22. The Design-Build contract is now in place with the initial teleconference held 3/30/23 to discuss the Pre-Design Brief which will be the first project deliverable.	Design
340332 – Thousand Springs Vault Toilets – ARPA Bidding documents are being developed and bidding is anticipated late April 2023 with award June 2023.	Design
340333 – Thousand Springs Ritter Island Water System – ARPA Design has been completed and preparation of bid documents is currently in process. Bidding expected April 2023 with construction to start mid-summer 2023.	Design
340381 – Thousand Springs Ritter Island Refurbish Pink House Construction is complete. Furnishings are being purchased to get the house ready to open to the public for rental. Window treatments have just been ordered.	Closeout





Ritter Island Pink House Furnishings



# Project Number and NameCurrent Status340393 - Thousand Springs Billingsley Entrance Road<br/>See project 340395.Construction340395 - Thousand Springs Billingsley Creek Campground<br/>Project is nearly complete less full germination of grasses and completion of<br/>required Contract documentation. The opening of the campground is TBD.Construction



Billingsley Creek Campground

340399 – Billingsley Creek Dev Phase 1 See project 340395.	Construction
340531 - Castle Rocks VC Water System Upgrade Design team has been selected, fees have been negotiated and the design contract is in place. Currently working on design for summer 2023 construction.	Design
340611 – Lake Walcott Boat Ramp RR Repair Punch list items are near completion, with the exception of roof installation. Reroof proposal has been finalized and contractor will proceed with spring 2023 roof replacement.	Construction



Project Number and Name	Current Status
350133 – Massacre Rocks Sewer System Replacement – ARPA RFQ has been advertised for design team selection. The RFQ is currently being reviewed for design team selection.	Consultant Selection
350134 – Massacre Rocks E. Fork Campground – ARPA On Hold pending agreement with IDL.	On Hold
350311 – Bear Lake CG Loop Upgrades Phase 2 Bear River Electric awarded contract. Construction began 09/12/22. Due to delay of delivery of vault toilets from manufacturer, remaining items will be completed in the spring with the arrival of the vault toilets. As soon as the snow melts and	Construction

ground thaws, construction will resume.



Bear Lake Under Snow

350321 – Bear Lake East Beach Campground Water Upgrades	Construction
See Project 350311.	

350332 - Bear Lake New Vault Toilets See Project 350311. Construction



350333 - Bear Lake East Beach Renovation ARPA **Consultant Selection** Working with design team to finalize design contract. Working with civil engineer to assess water feasibility study and Power Company to assess extension feasibility.

360102 – Harriman Scovel Center Winterization Meeting with service contractor to determine extent of concrete repair and time needed for construction. This will determine when the construction can be scheduled with the existing reservation window. HVAC upgrades will be coordinated with timing of the concrete repairs.

360131 - Harriman Historic Ranch Office Rehab Design Kickoff Meeting held in late August. Project under design for construction summer 2023. Portions of log repair accomplished in September as part of the Northwest Preservation Field School. Existing windows were also repaired. Project design will include exterior work to get project out to bid in late spring for construction in the fall.

**Current Status** 

Design

Design



Ranch Office Log Repairs - Before



Ranch Office Log Repairs - After



Project Number and Name	Current Status
360132 – Harriman Water & Septic System Upgrades – ARPA Design team has been selected, fees have been negotiated and design contract is in place. Scope development and design through spring/summer of 2023 with construction starting spring 2024.	Design
360133 – Harriman Fishpond Campground – ARPA Will start concept study of Fish Pond area for review and approval.	Design
360232 – Henrys Lake Sewer Connection – ARPA Feasibility study complete. Next step is to receive grant award through Fremont County from DEQ.	Scope Development
360233 – Henrys Lake Campground Expansion – ARPA Design team is under contract and campground master planning is under way to Determine the best location for the campground expansion.	Design
360431 – Ashton-Tetonia Trail Upgrades – ARPA Request for Qualifications for Design Team selection has been issued. Design will start Summer 2023 with construction anticipated Summer 2024.	Consultant Selection



Ashton-Tetonia Trail



Project Number and Name	<b>Current Status</b>
360513 – Land of Yankee Fork General Rehabilitation (State Surplus)	Scope Development
Working with Structural Engineer to survey the Stamp Mill and other structures	
as soon as possible after the snow melts to determine the potential for stabilizing	
and protecting the remaining historic structures.	

360531 – Land of Yankee Fork Camping Improvements – ARPA Challis Hot Springs purchase is complete with a Rededication Celebration scheduled for May 3rd. A Design RFQ is being prepared for the Hot Spring and Campground improvements.

Scope Development



**Challis Hot Spring** 

## □ IDAPA FEE □ BOARD ACTION REQUIRED □ INFO ONLY, NO ACTION REQUIRED

#### AGENDA Idaho Park and Recreation Board Quarterly Meeting May 3-4, 2023 Living Waters Ranch 3599 Garden Creek Road Challis, ID 83226

AGENDA ITEM: FY 2023 3<sup>rd</sup> Quarter Financial Reports

ACTION REQUIRED: Information Only

PRESENTER: Steve Martin

## PRESENTATION

Attached are the third quarter financial reports for fiscal year (FY) 2023. The information presented reflects an overview of the department's revenues, expenditures, and cash balances along with a summary of the Passport Program.

- Page 2 FY 2023 Financial Statement / Budget Status as of 03/31/2023
- Pages 3-6 FY 2023 Y-T-D Park Operations Revenues / Expenditures
- Pages 7-13 FY 2023 Cash Balances as of 03/31/2023
- Page 14 FY 2023 Y-T-D Passport Program Revenue

Year-to-date revenue for park operations is approximately 5% above the same period in FY 2022. Passport sales are up approximately 8% over FY 2022.

Year-to-date expenditures are up significantly over the prior year. This is primarily attributable to a record budget appropriation that included eleven new FTPs, a CEC of more than 10% per FTP, and a 10% increase in OE for park operations.

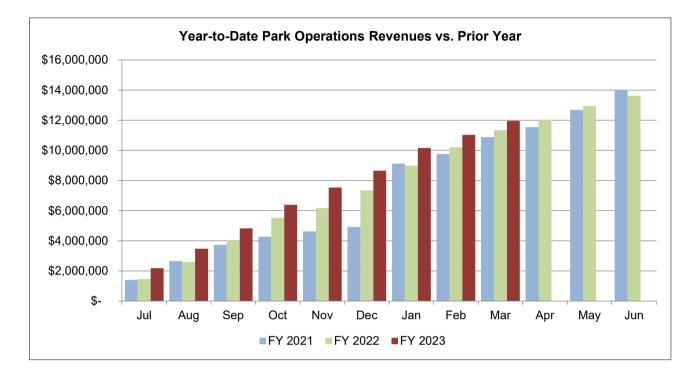
## STAFF RECOMMENDATIONS

This item is for information only.

#### Idaho Department of Parks and Recreation FY 2023 Financial Statement / Budget Status as of March 31, 2023

Program/Object		Appropriation		xpenditures	En	cumbrances	Balance	% Remaining	
Management Services									
Personnel Costs	\$	3,104,800	\$	2,184,429	\$	-	\$ 920,371	29.6%	
Operating Expenditures		3,091,500		1,873,618		-	1,217,882	39.4%	
Capital Outlay		129,000		83,628		-	45,372	35.2%	
Trustee & Benefit		13,561,800		4,052,725		6,492,845	3,016,231	22.2%	
Subtotal	\$	19,887,100	\$	8,194,399	\$	6,492,845	\$ 5,199,856	26.1%	
Park Operations									
Personnel Costs	\$	13,150,500	\$	9,400,405	\$	-	\$ 3,750,095	28.5%	
Operating Expenditures		6,975,900		4,859,525		23,113	2,093,262	30.0%	
Capital Outlay		1,959,397		861,791		682,012	415,594	21.2%	
Trustee & Benefit		1,427,500		120,336		850,000	457,164	32.0%	
Subtotal	\$	23,513,297	\$	15,242,056	\$	1,555,124	\$ 6,716,116	28.6%	
Capital Development									
Personnel Costs	\$	-	\$	-	\$	-	\$ -		
Operating Expenditures		-		-		-	-		
Capital Outlay		47,709,665		12,886,528		-	34,823,137	73.0%	
Trustee & Benefit		-		-		-	-		
Subtotal	\$	47,709,665	\$	12,886,528	\$	-	\$ 34,823,137	73.0%	
Total	\$	91,110,062	\$	36,322,984	\$	8,047,969	\$ 46,739,109	51.3%	

Idaho Department of Parks and Recreation Park Operations - All Funds Year-to-Date Revenues and Expenditures March 31, 2023

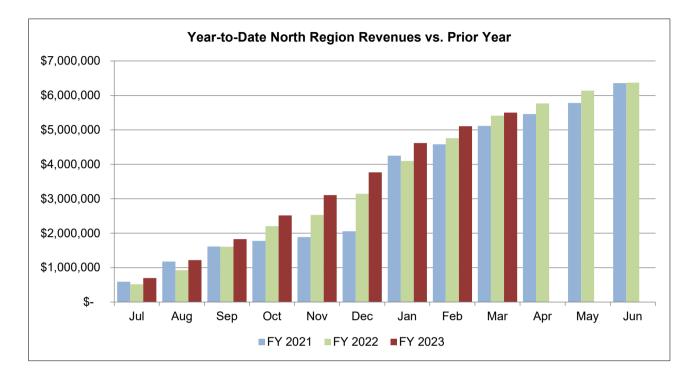


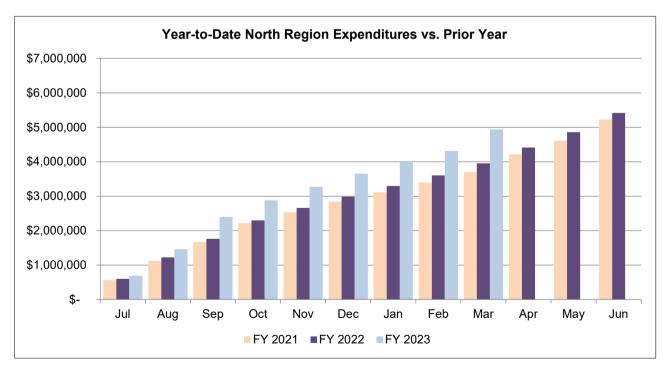


- All Park Operations fiscal year-to-date revenues are up \$615,600 (5.4%) compared to FY 2022

- All Park Operations fiscal year-to-date expenditures are up \$2.2 million (22.4%) compared to FY 2022

Idaho Department of Parks and Recreation North Region - All Funds Year-to-Date Revenues and Expenditures March 31, 2023

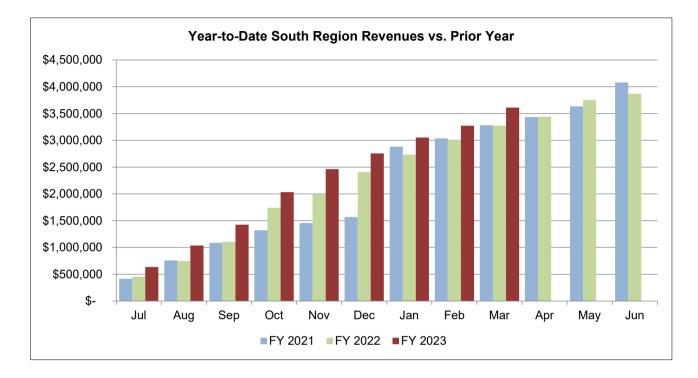


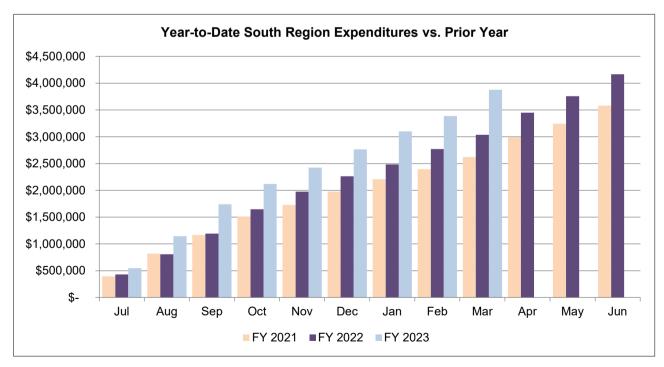


- North Region fiscal year-to-date revenues are up \$85,900 (1.6%) compared to FY 2022

- North Region fiscal year-to-date expenditures are up \$985,700 (25.0%) compared to FY 2022

## Idaho Department of Parks and Recreation South Region - All Funds Year-to-Date Revenues and Expenditures March 31, 2023

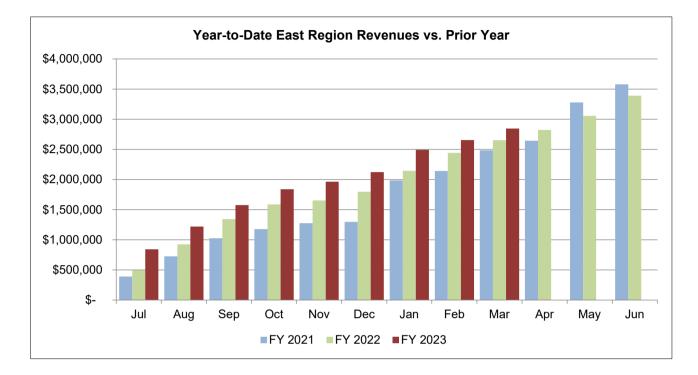


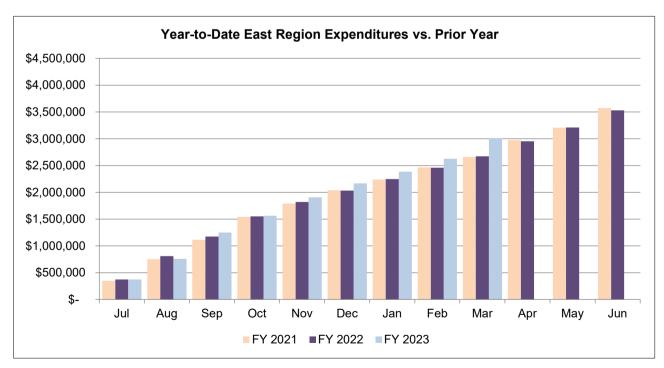


- South Region fiscal year-to-date revenues are up \$355,900 (10.3%) compared to FY 2022

- South Region fiscal year-to-date expenditures are up \$842,100 (27.7%) compared to FY 2022

Idaho Department of Parks and Recreation East Region - All Funds Year-to-Date Revenues and Expenditures March 31, 2023

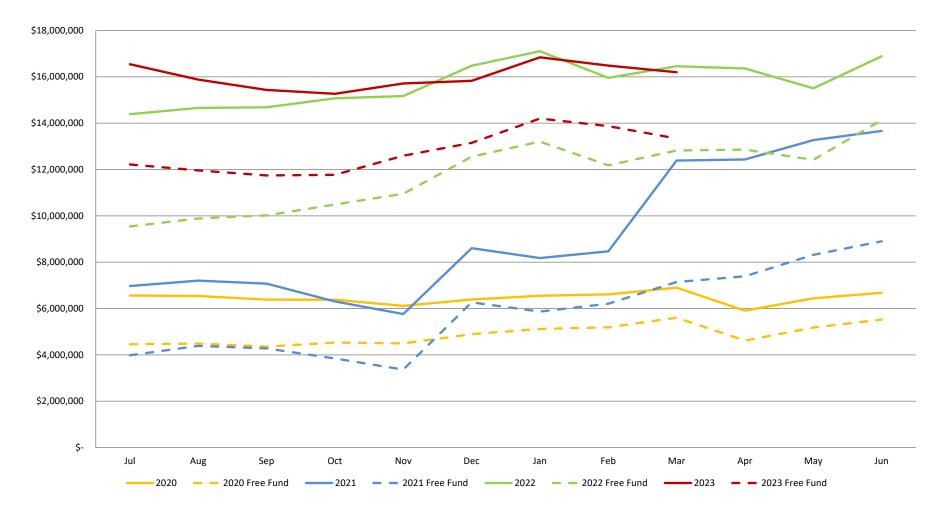




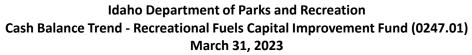
- East Region fiscal year-to-date revenues are up \$193,800 (7.3%) compared to FY 2022

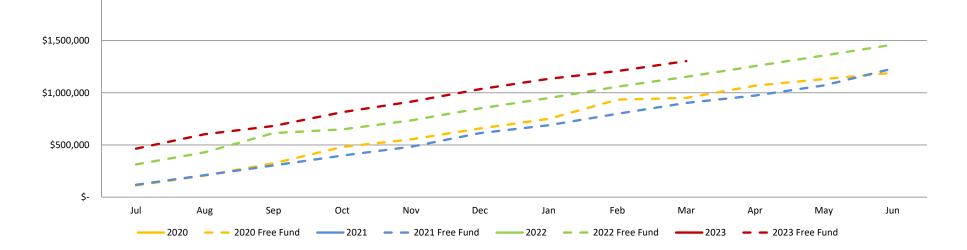
- East Region fiscal year-to-date expenditures are up \$339,000 (12.7%) compared to FY 2022

Idaho Department of Parks and Recreation Cash Balance Trend - Parks and Recreation Fund (0243) March 31, 2023



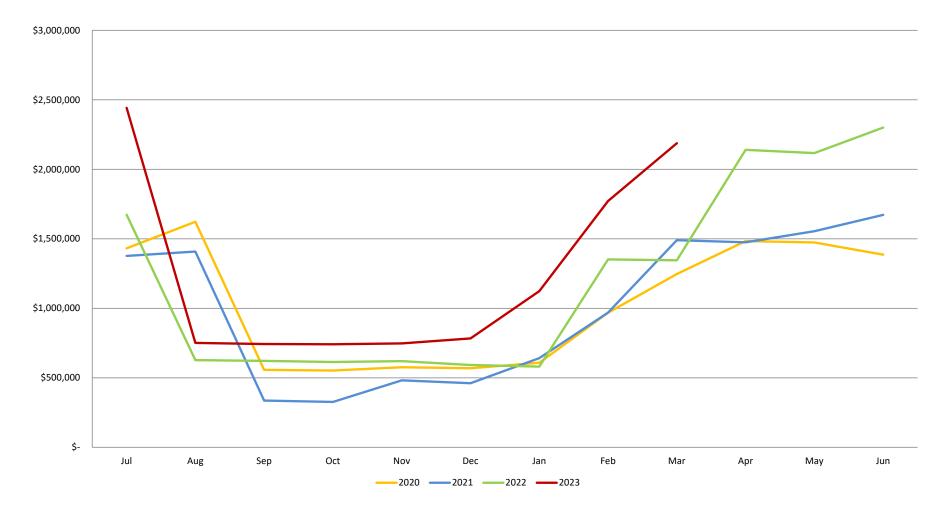
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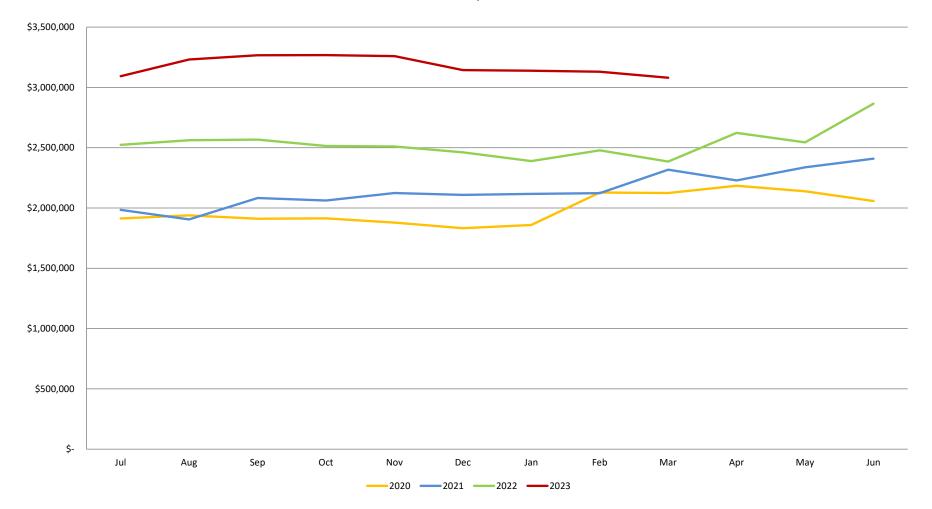


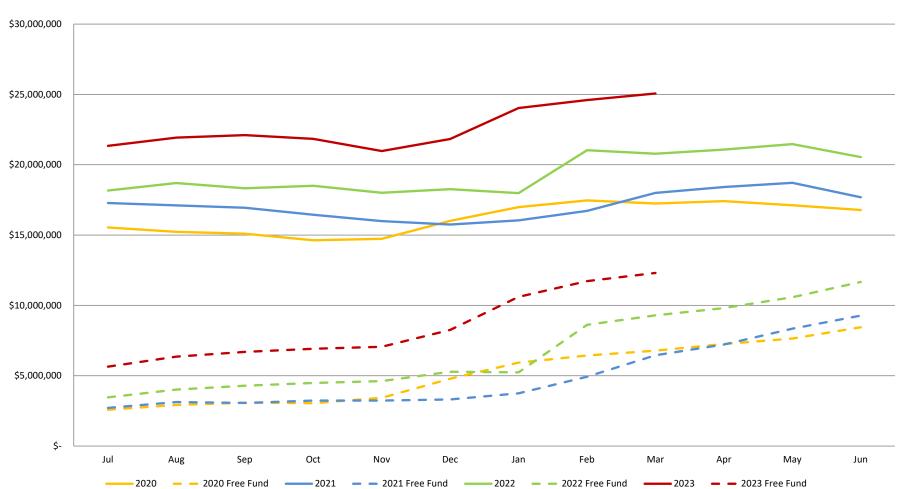
\$2,000,000

## Idaho Department of Parks and Recreation Cash Balance Trend - Snowmobile Fund (0250.03) March 31, 2023



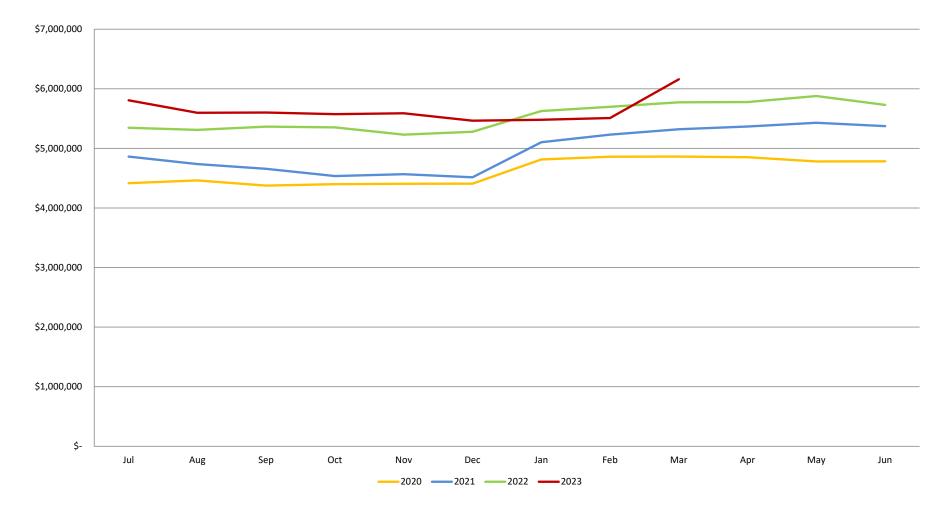
## Idaho Department of Parks and Recreation Cash Balance Trend - Motorbike / OHV Fund (0250.04) March 31, 2023





## Idaho Department of Parks and Recreation Cash Balance Trend - Recreational Vehicle Fund (0250.05) March 31, 2023

## Idaho Department of Parks and Recreation Cash Balance Trend - Enterprise Fund (0410.01) March 31, 2023



#### Idaho Department of Parks and Recreation Statement of Cash Balances - FY 2023 as of March 31, 2023

		Beginning	Cash	Cash	Cash			U	nobligated
Fund	Description	Balance	Inflows	Outflows	Balance	Enc	umbrances	Fu	nd Balance
0125	Federal Indirect Cost Recovery	\$ 125,612	\$ 285,949	\$ (268,396)	\$ 143,164	\$	-	\$	143,164
0243	Parks and Recreation Fund	16,886,267	11,163,684	(11,852,101)	16,197,850		294,672		15,903,178
0243.02	Parks & Rec - Registration Administration	3,107,958	2,881,592	(2,444,088)	3,545,463		-		3,545,463
0243.03	Parks & Rec - Sawtooth License Plate	-	67,630	(67,630)	-		-		-
0243.04	Parks & Rec - Cutthroat Wildlife Plate	71,276	32,055	-	103,331		82,416		20,915
0243.05	Parks & Rec - Mountain Bike	181,065	44,421	(3,310)	222,176		25,000		197,176
0247.01	Recreational Fuels - Capital Improvement	3,249,224	1,242,741	(1,035,720)	3,456,245		-		3,456,245
0247.02	Recreational Fuels - Waterway Improvement	3,238,215	1,242,741	(784,417)	3,696,540		1,943,174		1,753,365
0247.03	Recreational Fuels - Off-road Motor Vehicles	4,368,708	1,466,420	(984,030)	4,851,098		960,005		3,891,093
0247.04	Recreational Fuels - Road & Bridge	1,720,502	647,266	(211,554)	2,156,214		507,209		1,649,005
0247.06	Recreational Fuels - Administration	203,479	864,002	(925,676)	141,805		-		141,805
0250.01	Registration - State Vessel	-	1,748,885	(1,748,885)	-		-		-
0250.02	Registration - Cross Country Ski	170,691	187,647	(124,164)	234,175		-		234,175
0250.03	Registration - Snowmobile	2,300,260	1,773,369	(1,886,304)	2,187,325		-		2,187,325
0250.04	Registration - Motorbike	2,865,367	1,208,417	(993,713)	3,080,072		84,801		2,995,271
0250.05	Registration - Recreational Vehicle	20,545,408	7,906,656	(3,385,736)	25,066,328		6,896,567		18,169,761
0250.06	Registration - State Avalanche Fund	44,547	42,736	-	87,283		-		87,283
0344	Federal ARPA <sup>1</sup>	1,500,000	-	-	1,500,000		-		1,500,000
0344.30	Federal ARPA - SLFRF	-	20,000,000	(5,711,880)	14,288,120		-		14,288,120
0348	Federal Grant Fund <sup>1</sup>	1,074,102	3,235,446	(3,647,287)	662,262		4,701,726		(4,039,464)
0349	Miscellaneous Revenue	91,470	49,950	(76,800)	64,620		-		64,620
0410.01	Enterprise	5,728,667	2,856,141	(2,425,107)	6,159,701		-		6,159,701
0496.01	Expendable Trust - Park Donations <sup>2</sup>	373,213	48,331	(26,537)	395,007		-		395,007
0496.02	Harriman Trust	1,228,157	400,470	(260,648)	1,367,980		-		1,367,980
0496.03	Park Land Trust	3,448,834	337,653	(291,060)	3,495,427		-		3,495,427
0496.05	Trail of the Coeur d'Alenes	 689,017	77,319	(75,006)	691,330		-		691,330
Total		\$ 73,212,041	\$ 59,811,524	\$ (39,230,049)	\$ 93,793,517	\$	15,495,570	\$	78,297,947

*Notes:* <sup>1</sup> Federal Grant Fund is a borrowing limit and does not represent department cash

<sup>2</sup>0496.01 Includes State Trust Outdoor Recreation Enhancement (STORE) Act Funds (see 67-4247)

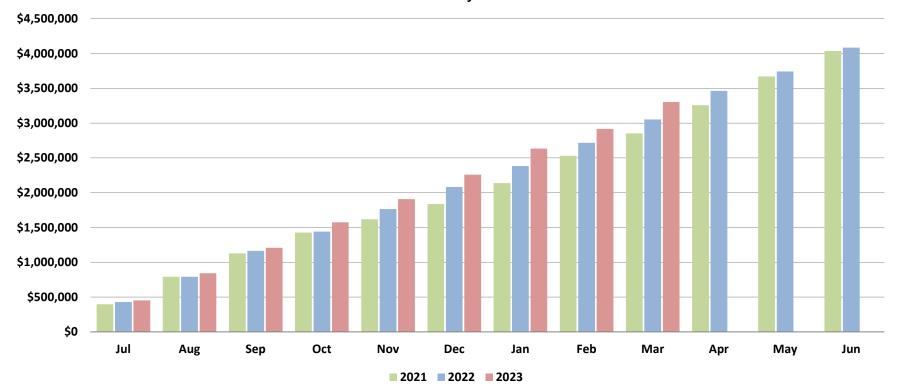
## Idaho Department of Parks and Recreation

#### Passport Program Revenue FY 2023

as of March 31, 2023

	FY 2022	FY 2023		Increase/	%		FY 2022	FY 2023		Increase/	%
Gross Revenue	March	March	(	Decrease)	Change		Y-T-D	Y-T-D	(	Decrease)	Change
1-Year Registrations	\$ 161,020	\$ 170,890	\$	9,870	6.1%	\$	1,455,790	\$ 1,519,060	\$	63,270	4.3%
2-Year Registrations	174,940	214,740		39,800	22.8%		1,597,650	1,782,980		185,330	11.6%
Total	\$ 335,960	\$ 385,630	\$	49,670	14.8%	\$	3,053,440	\$ 3,302,040	\$	248,600	8.1%
Transactions											
1-Year Registrations	16,102	17,089		987	6.1%		145,579	151,906		6,327	4.3%
2-Year Registrations	8,747	10,737		1,990	22.8%		79,883	89,149		9,267	11.6%
Total	 24,849	27,826		2,977	12.0%		225,462	241,055		15,594	6.9%

**Revenue Trend by Fiscal Year** 



Passport Revenue Actual FY 2023.xlsx / Board Summary

## HUMAN RESOURCE REPORT January – March 2023

**IDPR Mission:** Improve the quality of life in Idaho through outdoor recreation and resource stewardship.

**HR Unit's Mission:** IDPR's human resources program strives to provide the best in human resource management by recruiting highly qualified candidates as well as diverse and motivated volunteer candidates. Working to maintain an environment that is safe, respectful of each individual and clear in expectations.

## HUMAN RESOURCES: Debbie Hoopes, Human Resource Officer

- Provide management of human resource and volunteer functions agency wide.
- Assist management with interviews for vacant positions and ensure talent is deployed to work units in timely manner.
- Manage the updates to the Department's Random Drug Test program to ensure compliance.
- Facilitated new employee orientation, assisted with compliance enforcement training.
- Volunteer and seasonal recruitment and networking continue year-round.
- Monitor IT security training and Respectful Workplace Training per state requirement to ensure compliance.
- Updated SharePoint to add relevant information.
- Continue to work with LUMA Capital Human Management team to ensure IDPR has representation for design and implementation slated for 2023. These meetings include areas such as absence management, benefits, occupational health, safety management, employee relations, talent acquisition, development planning, goal management, and performance management.
- Monitor Worker's Compensation claims and provide coordination among employees, management, and State Insurance Fund for progress and return to work information. Review of safety committee information and documentation. Review of Incident Reporting System which is provided to regions to attempt to mitigate accidents and ensure safety of all staff and volunteers.
- Participated in DHR and LUMA training, and DHR modernization meetings.

		Total Losses			
	Claims	Total	Total	*Total	# Current
	Count	Compensation	Medical	Losses	Open
					Claims
2019	24	\$4,938	\$11,159	\$32,036	2
2020	30	\$7,528	\$204,582	\$246,557	4
2021	27	\$16,3750	\$39,179	\$133,993	15
2022	16	\$990	\$22,156	\$128,369	6
2023	1	\$547	\$1,712	\$15,000	4

## Worker's Compensation Data for 2019-2022 (to date):

\*Total Losses figures do not include reserves which are costs set aside for ongoing claims.

# TURNOVER

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Fiscal	Begin	End	Avg	Number of	Turnover	State
Year	Count	Count	Emp	Separations	Rate	
			•			
2020	144	146	145	17	11.7%	15%
2021	146	146	146	23	15.8%	18.9%
2022	147	142	145	29	20.1%	21.8%
2023	142	152	147	21	14.3%	14.1%

# VOLUNTEER PROGRAM: Kathryn Hampton, Volunteer Services Coordinator

# Internship Update

- Program Set Up:
  - IDPR Internship Guidelines created
  - IDPR internship agreement form
  - o IDPR staff internship request form
  - IDPR Internship readiness checklist
  - o Park Ranger Assistant internship template
- Working with BRU to bring on interns starting spring/summer 2023
- Working with HEL to bring on interns starting spring/summer 2023
- Working with PON to bring on interns starting spring/summer 2023
- In conversation with University of Idaho and Boise State University to create an internship partnership to advertise, recruit, promote internship opportunities in IDPR parks/program
- In conversation with Palouse-Clearwater Environmental Education Institute to recruit Ameri-Corps members as interpretive interns in parks

# Volunteer Program Update

- 81,751 volunteer hours recorded for 2022
- 225 received for positions in 2023
- 673 volunteers enrolled for the 2023 summer season

## Seasonal Applicant update

processes.

• Received 204 seasonal employment applications through online application process

# PAYROLL & RECRUITMENT: Lupe Arteaga, Human Resource Specialist

Maintain payroll and benefit services for all employees, process and onboard new hires and separations as well as any demographic changes throughout the year. Coordinate the recruitment process and assist with interviews, reference checks and new hire

66 seasonals hired and active; 35 pending hires starting in the next month, with many more to come.

### **Headquarters**

Hailey Brookins – Non-Motorized Trails Program Coordinator Alyssa Alves – AA1 for Ops, SR, Grants Brad Standley – Project Manager 1 Sarah Wareham – Financial Technician

### North Region

Randy Rausin – Maintenance Craftsman, Senior Steve Kuskie – Promotion to Hells Gate State Park Manager 3 Robert Brewer – Old Mission State Park Lexi Daire – Admin Assistant 1, Heyburn State Park

### **Current Openings:**

P&R Manager 2 – Winchester Lake State Park Ranger – Farragut State Park (interviews April 24-25) Ranger – Heyburn State Park (interviews April 24-25) FY24 P&R Equipment Operator FY24 Assistant Manager – Old Mission State Park

### South Region

### **Current Openings:**

P&R Manager 3 – Eagle Island State Park

Ranger – Lake Cascade State Park

Ranger – Lake Cascade State Park

Ranger – Three Island State Park (reclassification from Maintenance Craftsman, Senior)

Ranger – Bear Lake State Park

Ranger – Massacre Rocks State Park (offer letter out)

FY24 Ranger – Bruneau Dunes State Park

FY24 Ranger – Three Island State Park

FY24 Ranger – Massacre Rocks State Park (offer letter out)

FY24 Assistant Manager – Lucky Peak State Park

FY24 Admin Assistant 1 – Lucky Peak State Park

FY24 Admin Assistant 1 – Eagle Island State Park

### East Region

Jess Brumfield – Harriman State Park Manager 3

### **Current Openings:**

Ranger – Bear Lake State Park (interview April 27) FY24 Ranger – Thousand Springs State Park FY24 Ranger – Lake Walcott State Park FY24 P&R Equipment Operator FY24 Recreation Site Maintenance Foreman FY24 Utility Craftsman



# MANAGEMENT SERVICES QUARTERLY REPORT

January – February – March 2023 Third Quarter, FY2023

Management Services Administrator Adam R. Zaragoza

### **IDPR Mission**

Improve the quality of life in Idaho through outdoor recreation and resource stewardship.

### **Management Services Administrator Primary Functions**

- Provide management services staff with the necessary tools to succeed in their jobs and provide leadership and direction for registration, reservations, grants, fiscal and development programs.
- Work with Operations Administrator (Troy Elmore) to identify needs of the operations staff and assist in meeting those needs.
- Proactively work to meet the Director and Board priorities, projects, concerns and implement the agency's strategic plan.

### Administrative Duties

- Focus on supporting the team members and providing them the tools to do their jobs effectively and enjoy what they are doing.
- Continual review of agency policies, interpretations and where updates may be needed.
- Continual review of parks and where possible expansion opportunities exist.
- Continue to work on various projects for the agency.

### Major Tasks

- Jan 2 to Jan 6: Startup from the holidays. Heidi Burks, IDPR's Contracts Officer started with IDPR after the holidays so began introductions of her to the IDPR team. Continued with the design concepts for Kokanee Cove.
- Jan 9 to 13: Flew to North Idaho. Introduced and attended a meeting with IDPR Contracts Officer and North Region staff. Drove to Heyburn to start lease management discussions with Park Manager and reviewed water line

break in the park. Flew back to Boise for a meeting with JFAC Cochairs with Chairman Beckley and Ops Administrator Elmore. Met with our engineering team regarding Eagle Island's engineering plans.





Jan 17 to 20:	Continued preparations for the Joint Finance Appropriations Committee (JFAC) presentation. Update with the AG's office on all legal issues. Met with the team on the moorage price updates. Met with various Senators and Representatives from the State legislature.
Jan 23 to 27:	Continued preparations for the JFAC presentation. Attended the annual park managers meeting in Boise. Attended a meeting regarding the Plummer bridge replacement at Heyburn State Park. Met with various Senators and Representatives from the State legislature.
Jan 30 to Feb 3:	Continued preparations for the JFAC presentation. Met with the Custer County Commissioners in Boise. Attended the JFAC presentation on February 1 <sup>st</sup> with the Director and staff. Met with various Senators and Representatives from the State legislature.
Feb 7 to 10:	Attended a meeting in Valley County with County Commissioners, stakeholders regarding Cougar Island and all IDL land surrounding Payette Lake. Attended the IDPR Board meeting. Started planning the business transition of the Challis Hot Springs. Met with various Senators and Representatives from the State legislature.
Feb 13 to 17:	Attended a meeting with IDPR Construction Manager, AG, and other legal staff regarding the construction claim for the Billingsley Creek project. Attended the budget supplemental hearings. Met with various Senators and Representatives from the State legislature.
Feb 20 to 24:	Virtually attended the Idaho Department of Lands land board meeting. Met with a grant applicant regarding their application. Met with various Senators and Representatives from the State legislature. Took a few days off to attend a golf tournament with my son in Phoenix.
Feb 27 to Mar 3:	Attended the JFAC budget setting. Attended the LWCF grant committee meeting. Continued our discussions for the Challis Hot Springs transition. Worked with the AG's office on the Lake Cascade Contracts. Met with representatives from Eagle Sewer District regarding the Eagle Island project.
Mar 6 to 10:	Spent a day in Hagerman. Met with Hagerman Mayor, council members and staff regarding the water right transfer from IDPR to the City. Traveled to Idaho Falls. Presented at the Ashton City Council meeting. Met with local realtors, the Harriman Friends Group, and the Tetonia Mayor.



Mar 13 to 17: Attended the Custer County Commissioner's meeting regarding the payment in lieu of tax agreement from IDPR to the County. Had dinner with park staff. Met with the Hammond family regarding business transitions for Challis Hot Springs. Attended an update meeting with the AG's office, and continued negotiations with Eagle Sewer District representatives.



Challis Hot Springs Pool

Campground

- Mar 20 to 24: Spring Break. Flew to Georgia and spent the week on the Georgia coast with the family, a little rest and golf tournament.
- Mar 27 to Mar 31: Started reviewing the CEC adjustments for staff. Continued working on the Lake Cascade marina agreements, personnel budget, Challis Hot Springs and kept track of our budget bills.

# <u>Natural Resource Management Program – Keith Jones</u>

# **Mission**

Help protect and enhance the natural resources of Idaho State Parks.

# <u>Goals</u>

- Assist parks with forest and/or land management activities that promote resource health and safety, while meeting the objectives of the park.
- Assist parks with weed control efforts.
- Help parks with wildfire hazard mitigation.
- Develop a working network with natural resource professionals, partner agencies, and organizations that will benefit IDPR.

## **Quarterly Program Report**

- Set up, sold, and initiated 3 direct timber sales for Heyburn State Park. Two of these smaller projects will address root rot and beetle damage and the third opened the right of way for the new waterline to be installed at the park.
- Coordinated and conducted a collaborative work day to install Douglas fir beetle repellent pheromone at Heyburn, Round Lake, Farragut, and Winchester Lake state Parks. We had 35 people help from 4 different agencies at Heyburn to apply these pouches to protect Douglas fir trees on over 200 acres.
- Traveled to Lake Walcott and Lucky Peak for hazard tree inventories and removals.
- Continued with administration of the "Park Beetles" sale at McCroskey State Park. This project is a direct response to a Western Pine beetle outbreak and will facilitate expedited beetle infested tree removal reducing negative impacts to the residual stands. Cutting is scheduled to be completed this spring/summer. The Project is treating 234 acres of Ponderosa Pine heavily infested with Western Pine beetles and overcrowded Douglas fir, removing approximately 2.5 million board feet resulting in a Ponderosa/ Douglas Fir stand of 30 – 45 trees per acre, more representative of a fire adapted stand that historically dominated the site. The site will be re planted with Ponderosa Pine and western Larch within 5 years of harvest. This salvage/restoration project will generate \$380,000 for the McCroskey endowment.
- Worked with IDL and USFS Entomologists to identify and treat an isolated Western pine beetle outbreak at Heyburn. We implemented a brand new treatment technique that involves dropping the infested trees and using a special tool to debark the trees before the beetles can emerge.
- Working with staff at Walcott, Three Island, Lucky Peak, CdA lake Parkwqay, and Hells Gate to identify, inventory, and prioritize the deferred maintenance

and associated cost estimate that exists with the tree infrastructure at each Park. We will also consider replacement species, quantities, and associated cost, for inclusion in the Parks CIP list.

- Setting up a direct timber sale for Ponderosa State Park that will address clearing the area for the future access into Kokanee cove.
- Traveling to Land of the Yankee Fork to visit with Park staff and assess health and condition of the Natural resources at the new unit of the Park.
- Working with the Trail of the Coeur d Alene staff to use hazard fuel mitigation grant money and a contractor to thin/clear the trail edge along 15 miles of the trail.
- Planning a reforestation project for an area in Heyburn that has not naturally regenerated. Roughly 10,000 Ponderosa Pine seedlings will be planted with proceeds from the Landscape scale grant we received 3 years ago.
- Planning a timber sale at Farragut State Park that will address tree removal for development projects in the thimbleberry and Peterson areas of the Park as well as forest health thinning on adjacent areas.
- Presenting a unit on hazard tree evaluation and disease assessment at the North region Ranger Roundup.
- Working on a vegetation management plan for the B and C loops of Winchester Lake State Park.
- Working with IDL to set up direct timber sales to address the overmature and failing Grand fir and Hemlock in and around the Lionhead campground at Priest Lake.
- Planning cooperative projects to address the proliferation of yellow flag Iris in and around Heyburn, the Trail of the Coeur d Alenes and Farragut. These projects will enlist the help of Federal, State, county, municipal, and citizen volunteers to help control this invasive species in prioritized areas in the Parks.
- Working in collaboration with Idaho Fish and Game, IDL and the Nez Perce tribe at Winchester Lake State Park, we mechanically and hand treated hazard fuels and competing vegetation on 30 acres in the park on Ponderosa Pine sites that were thinned two decades ago. The thinning and piling work are complete, with pile burning to take place next fall/winter.
- Continue working with the Parks to create their top five natural resource project priorities. This will be in alignment with the development process and will help maximize collaboration, identify, and allocate potential alternative

funding sources for projects, minimize any duplication of efforts, and create complete projects that are turnkey for the Parks and public to enjoy (from design/construction to restoration and re vegetation).

• Continued working with Ponderosa Park staff, SITPA, Idaho Firewise and IDL Payette office to create a "fire adapted Park" interpretive trail to showcase the lessons and values of restoring and maintaining the natural fire adapted Ponderosa Pine stands that are found in the park.

#### **OPERATIONS DIVISION QUARTERLY REPORT**

#### January-February-March 2023

#### **OPERATIONS DIVISION: TROY ELMORE, ADMINISTRATOR**

#### **Mission**

To improve the quality of life in Idaho through outdoor recreation and resource stewardship.

### <u>Goals</u>

- 1. To provide leadership and direction for the ongoing daily operations of Idaho State Parks, the IDPR Recreation Bureau, and the Natural Resources Management Program.
- 2. To leverage existing resources to provide staff with the necessary tools to accomplish the mission of the Idaho Department of Parks and Recreation.

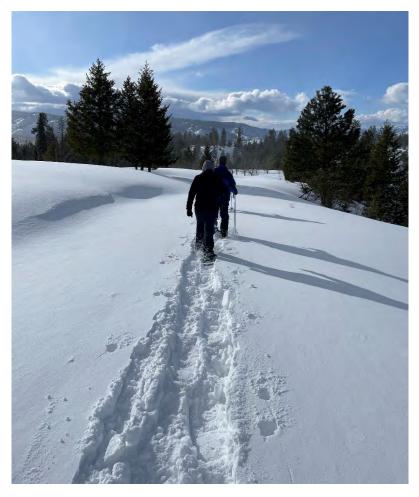
### Administrator's Report

- Participated in monthly manager meetings.
- Conducted weekly, region manager teleconference calls.
- Met with multiple legislators to discuss budget and proposed legislation.
- Helped prepare for and attended numerous legislative hearings relating to IDPR budget and IDPR proposed legislation.
- Attended Idaho Rangeland Conservation Partnership Meeting at IDFG in Nampa.
- Worked with parks and registration staff to evaluate and determine boat moorage fee schedule.
- Hosted and participated in the annual IDPR Manager meeting at HQ.



Adam working the crowd at HQ IDPR Manager Meeting.

- Met with Army Corps of Engineers to finalize Dworshak State Park Lease Agreement.
- Met with Dirk Mendive from Congressman Fulcher's office at IDPR HQ to discuss federal partnerships and share overview of IDPR parks and programs.
- Continue to work on BOR Marina Concession.
- Took Idaho City District Ranger and ITD District 3 Administrator to Banner Ridge yurt to let them see our winter yurt operation and discuss the importance of highway 21 winter access.



Snowshoeing to Banner Ridge Yurt with USFS and ITD

- Conducted interviews for Harriman, Eagle Island, and Winchester State Park Manager positions.
- Attended annual Compliance Enforcement Officer training in Meridian for new Rangers and refresher course for returning staff.
- Provided Operations overview at new employee orientation in Boise.
- Met with Lead Deputy Attorney General, Joy Vega to discuss legal updates and prioritize our legal project requests.
- Attended February quarterly IDPR Board Meeting in Boise.

## **Motorized Trails Program:**

The following is a list of activities that have been recently completed by the Motorized Trails Program. This is in addition to the routine tasks of answering questions from the public and routine tasks around the office.

- All education and trails staff completed curriculum review of Avalanche Awareness training class and Snowmobile Operators class. The goal of the review was to bring new staff up to speed on material and ensure consistency across regions for classes.
- Region education staff held 46 avalanche awareness and companion rescue classes for 626 participants statewide and conducted 4 snowmobile operator's classes for 20 students statewide.
- Participated in the 1<sup>st</sup> annual AVY SAVVY avalanche education event in Idaho Falls which had 225 participants.
- Received three new snowmobile trail groomers for Valley, Fremont and Bonner counties purchased from FY 23 budget.
- Attended IASA International Association of Snowmobile Administrators western chapter meeting held in Togwotee Wy. Discussion topics were on (RTP) Recreation Trails Program and the Buy America Act, western states grooming practices, funding for grooming and snowmobile registration numbers.
- Attended Sportsman show, Boise ID. All Recreation Bureau staff along with registration staff manned IDPR booth fielding recreation questions and handed out literature.
- Attended the 2023 Bighorn Show in Spokane WA
- Attended the 2023 Disabled Veterans Snowmobile Ride
- Attend Salmon Challis National Forest meetings to plan and organize volunteer projects and funding on the Sawmill Canyon project that will start this spring.
- Attend Caribou Targhee National Forest meetings on planning an Environmental Analysis for new trail opportunities in the Kelly Canyon area on the Palisades Ranger District.
- Working with the Magic Valley Trail Machine Association and the Forest Service on permitting and planning of the 2023 State Ride in the East Region.
- Trails Specialist continue working on summer schedule with various ranger districts and volunteer groups on many large projects for the 2023 season. Cattle guard installations, trail construction and maintenance of both single track and 50 trails, bridge, and fencing projects.

# **Boating Program:**

The following is a list of activities that have been recently completed by the Boating Program. This is in addition to the routine tasks of answering questions from the general public and county marine deputies, grant administration, preparation for various training courses, attending county waterways committee meetings, and ordering of equipment and supplies.

• Boating program staff recently built 12 life jacket loaner kiosks that will be installed throughout the state this summer.

- IDPR hosted our county partners in January for our Marine Advisory Committee meeting and certified 15 new Boat Idaho course instructors.
- IDPR staff have taught 10 Boat Idaho courses so far this Spring and attended numerous outreach events including the Idaho Sportsman's Show and the Bighorn Show.
- The Boating program received a record allocation of \$2.4 million from the Coast Guard's Recreational Boating Safety grant for federal FY23.
- Boating program staff are preparing to host the 2023 Marine Law Enforcement Academy later this month where we will train 20 new marine deputies.

# **Collaborative Program:**

The following is a list of activities recently completed by the Land Access Coordinator.

- Staff analyzed impact on recreation access and submitted formal comment for eight separate public land use planning processes ranging from initial scoping to final environmental impact statement and records of decision.
- Staff has continued establishing working relationships with several agency personnel at BLM & Forest Service. Staff has directly engaged in inter-agency analysis of ongoing BLM travel management planning in the Idaho Falls District. Staff is additionally requesting to be added to the BLM interdisciplinary team for TMPing to start soon in the Boise District.
- Staff engaged in outreach and coordination with Owyhee Front ranchers to arrive at an expected-multi-year plan to add and upgrade OHV-passage cattle guards at fenceline intersections with public trails and permitted private land crossings. The plan is important for maintaining a positive, corporative relationships with ranching interests necessary to protect continued OHV access to the vast and very popular BLM Murphy Subregion OHV trail system.
- In addition to an ongoing broad review of in-process land use plans across all of Idaho's National Forests and BLM regions that may affect recreational access, a statewide review of currency of trail mapping was started and is ongoing to improve public knowledge of available OHV riding opportunities. Accuracy of IDPR's trail mapping application is improving as a result. Several MVUM mapping inaccuracies have been discovered and brought to USFS's attention in this process, much of which will be corrected with the release of 2023 MVUMs.
- With a new comment period open at FWHA, staff restarted national-level communication to collaborate an efforts toward ending purchasing restrictions severely affecting the viability of the RTP grant program.
- Staff worked with a volunteer sawyer certification trainer and trail volunteers to renew the availability of certification training necessary for citizens to legally clear trails with chainsaws on National Forests. This initiative, utilizing a recently updated USFS-approved curriculum, is important to increasing the available volunteer trail maintenance corps to

partner with USFS and the Motorized Trail Program. Additional saw-certified volunteers are necessary to increase the pace and frequency of routine maintenance on motorized-designated trails.

## Non-Motorized Trails Program:

The following is a list of activities that have been recently completed by the Non-Motorized Trails Program. This is in addition to the routine tasks of answering questions from the public and routine tasks around the office.

- Staff installed a new deck at Banner Ridge Yurt.
- Staff installed a new floor Elkhorn Yurt.
- Staff is working with IDPR Development staff and USFS staff to determine possible locations for two new yurts. The application for expansion has been sent to USFS District Ranger Joshua Newman for review.
- Staff submitted an application for a new outhouse location at the Skyline Yurt. USFS staff will review and respond this spring. We are not anticipating any issues with the request.
- Staff completed an emergency repair to the Skyline Yurt due to damage sustained by an uninvited bear. More complete repairs will be made this summer.
- New Reforestation Project from USFS at Skyline Loop: April 2023 (two unsuccessful closures. A third closure scheduled for the week of April 16<sup>th</sup>)
- Hwy 21 will be closed From July 4<sup>th</sup>, for six to seven weeks. This highway closure necessitated the closure of all associated yurts for the duration of the project. Anticipated revenue loss is roughly \$9,000.
- Staff has scheduled two weekend Trails Volunteers with the Idaho Trails Association (July 28<sup>th</sup> thru 30<sup>th</sup> and August 4<sup>th</sup> thru 6<sup>th</sup>).

## **RESERVATION & REGISTRATION (R&R) PROGRAM QUARTERLY REPORT** January – February – March '23

## **RESERVATION & REGISTRATION PROGRAM – SETH HOBBS**

# <u>Mission</u>

The R&R program proudly supports IDPR's customers. The program's scope of responsibility includes oversight of IDPR's camping resources, statewide retail sales, including permits, and the department's recreational registration program for snowmobiles, boats, and off-highway vehicles. The program also distributes registration funds to communities and other agencies statewide to develop and maintain trails, facilities, and programs for motorized recreation.

## **Registrations/Permits**

All sales are on par with the previous year's sales. Now that the Governor has signed S1017, we will work with our stakeholders and vendor to add the option of selling two-year boat registrations.

Vehicles/Permits	Jan-Mar 2023	CY 2022
Boat	23,312	95,174
OHV 1 yr	11,305	51,970
OHV 2 yr	11,058	83,474
OHV 1 yr Non-Res	978	11,600
OHV 2 yr Non-Res	809	7,918
Snowmobile 1yr	6,018	22,974
Snowmobile 2yr	1,476	12,842
Snowmobile - Non-Res 1yr	10,688	15,666
Snowmobile - Non-Res 2yr	246	629
Snowmobile - Rental	85	1,324
PAISS Non-Motorized	8,433	118,596
PAISS Not Reg. in Idaho	625	11,694
Park N Ski 3-Day	1,246	1,451
Park N Ski Annual	714	2,535
Motor Vehicle Entry Fee	605	3,018
OHV MVEF	82	1,319
Totals	77,680	442,184

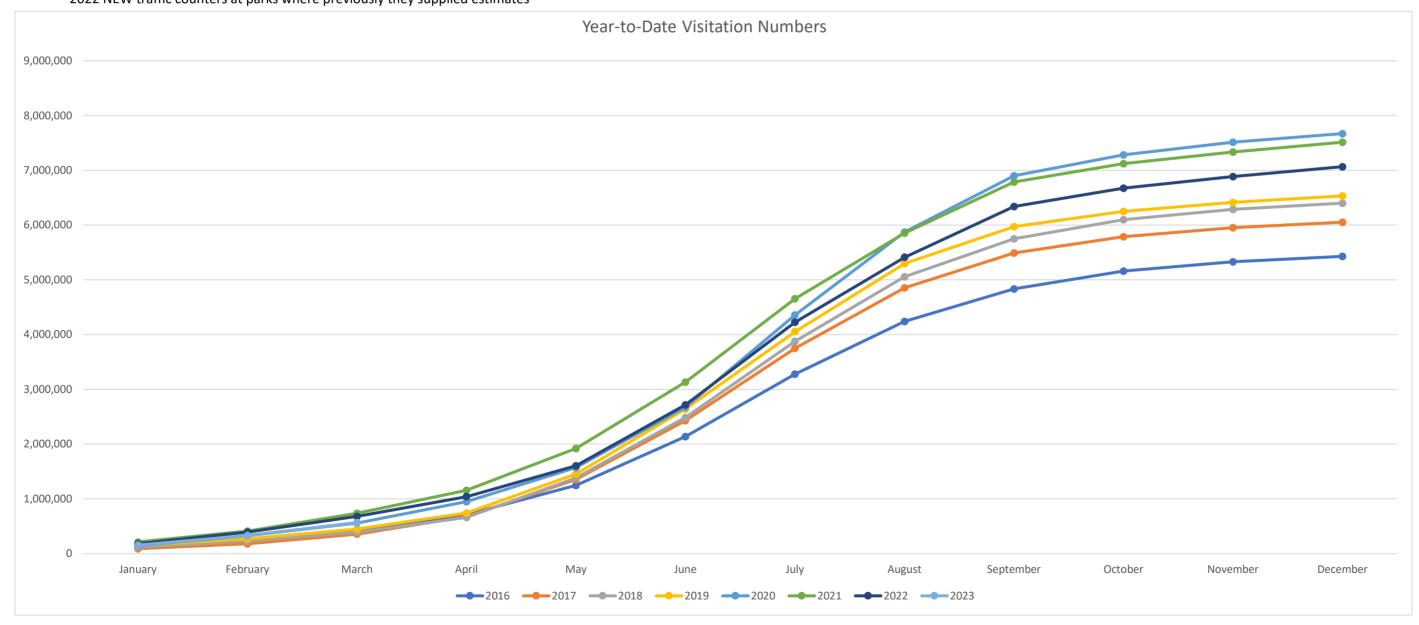
## Fee Update

IDPR staff is reviewing fees and policies in Policy #4010, #4015, and IDAPA 26.01.20 and will have recommendations for the Boards review during the August board meeting.

	<u>January</u>	<u>February</u>	March A	<u>pril</u> <u>N</u>	<u>lay</u>	lune	uly	August	<u>September</u>	<u>October</u>	November	December	Yearly Total	<u>%∆</u>
<u>2016</u>	102,277	222,102	397,667	713,051	1,244,945	2,139,840	3,281,270	4,241,245	4,834,815	5,159,580	5,332,770	5,429,403	5,429,403	
<u>2017</u>	90,644	182,331	357,330	678,006	1,353,277	2,428,198	3,750,150	4,855,236	5,491,619	5,790,213	5,955,044	6,053,196	6,053,196	
%∆	-11.37%	-17.91%	-10.14%	-4.91%	8.70%	13.48%	14.29%	14.48%	13.58%	12.22%	11.67%	11.49%		11.49%
<u>2018</u>	118,787	228,276	393,818	662,010	1,382,532	2,484,933	3,877,984	5,056,211	5,749,583	6,099,291	6,287,932	6,401,356	6,401,356	
%∆	31.05%	25.20%	10.21%	-2.36%	2.16%	2.34%	3.41%	4.14%	4.70%	5.34%	5.59%	5.75%		5.75%
<u>2019</u>	149,695	269,694	447,785	739,850	1,455,681	2,644,176	4,055,022	5,297,465	5,973,322	6,248,143	6,417,062	6,533,569	6,533,569	
%∆	26.02%	18.14%	13.70%	11.76%	5.29%	6.41%	4.57%	4.77%	3.89%	2.44%	2.05%	2.07%		2.07%
<u>2020</u>	146,056	328,429	560,255	950,572	1,572,958	2,677,564	4,359,021	5,874,134	6,900,912	7,283,882	7,515,761	7,671,582	7,671,582	
%∆	-2.43%	21.78%	25.12%	28.48%	8.06%	1.26%	7.50%	10.89%	15.53%	16.58%	17.12%	17.42%		17.42%
<u>2021</u>	214,821	412,561	735,799	1,156,299	1,921,859	3,133,334	4,656,710	5,855,665	6,787,901	7,120,750	7,333,563	7,514,167	7,514,167	
%∆	47.08%	25.62%	31.33%	21.64%	22.18%	17.02%	6.83%	-0.31%	-1.64%	-2.24%	-2.42%	-2.05%		-2.05%
<u>2022</u>	182,627	394,472	679,052	1,041,383	1,606,021	2,719,890	4,227,557	5,413,045	6,339,105	6,672,567	6,885,336	7,066,888	7,066,888	
%∆	-14.99%	-4.38%	-7.71%	-9.94%	-16.43%	-13.20%	-9.22%	-7.56%	-6.61%	-6.29%	-6.11%	-5.95%		-5.95%
<u>2023</u>	155,881	329,927	569,300										569,300	
% <b>۵</b>	-14.65%	-16.36%	-16.16%											-91.94%

# YoY Year-to-Date Visitation Numbers

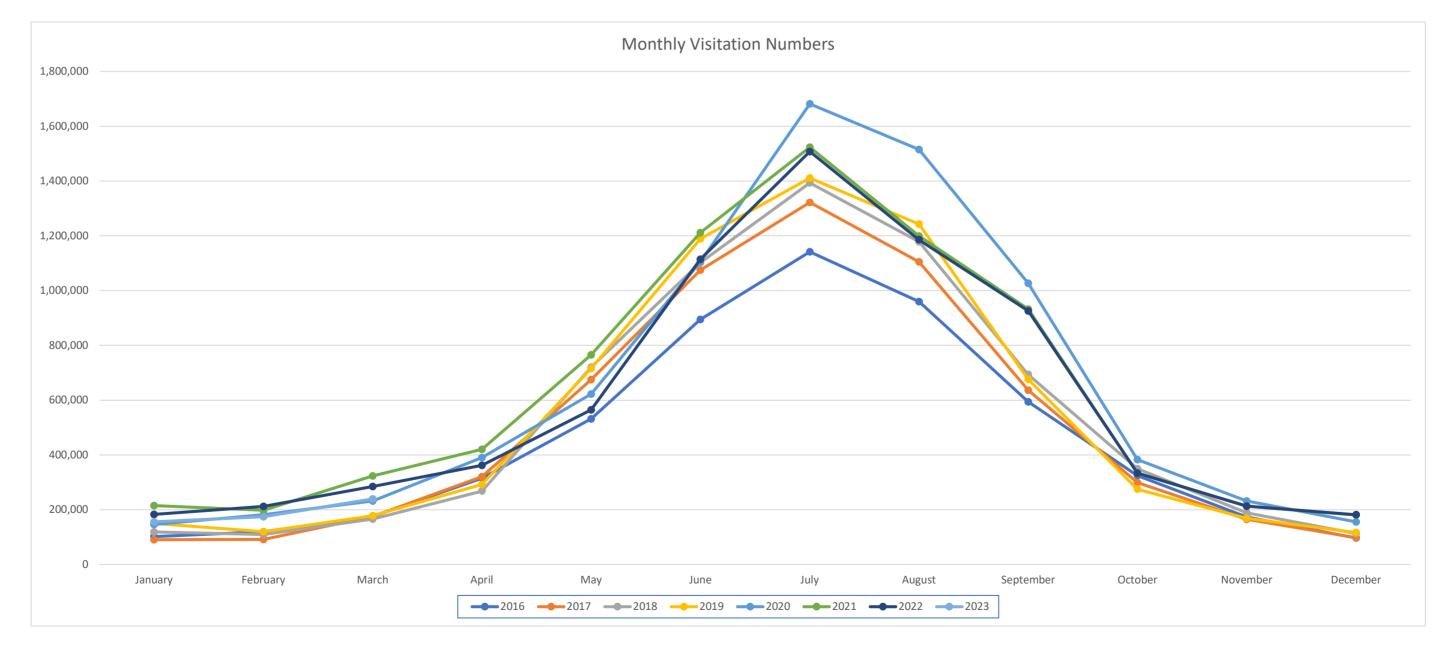
\*CDA Parkway using vehicle multiplier - strictly a trail counter - 2022 numbers averaging ~50% less \*2022 NEW traffic counters at parks where previously they supplied estimates



	<u>January</u>	February I	<u>March Ar</u>	oril Ma	<u>v</u>	June J	uly	August	<u>September</u>	<u>October</u>	November	<u>December</u>	Yearly Total	<u>%∆</u>
<u>2016</u>	102,277	119,825	175,565	315,384	531,894	894,895	1,141,430	959,975	593,570	324,765	173,190	96,633	5,429,403	
<u>2017</u>	90,644	91,687	174,999	320,676	675,271	1,074,921	1,321,952	1,105,086	636,383	298,594	164,831	98,152	6,053,196	
%∆	-11.37%	-23.48%	-0.32%	1.68%	26.96%	20.12%	15.82%	15.12%	7.21%	-8.06%	-4.83%	1.57%		11.49%
<u>2018</u>	118,787	109,489	165,542	268,192	720,522	1,102,401	1,393,051	1,178,227	693,372	349,708	188,641	113,424	6,401,356	
%∆	31.05%	19.42%	-5.40%	-16.37%	6.70%	2.56%	5.38%	6.62%	8.96%	17.12%	14.45%	15.56%		5.75%
<u>2019</u>	149,695	119,999	178,091	292,065	715,831	1,188,495	1,410,846	1,242,443	675,857	274,821	168,919	116,507	6,533,569	
%∆	26.02%	9.60%	7.58%	8.90%	-0.65%	7.81%	1.28%	5.45%	-2.53%	-21.41%	-10.45%	2.72%		2.07%
<u>2020</u>	146,056	182,373	231,826	390,317	622,386	1,104,606	1,681,457	1,515,113	1,026,778	382,970	231,879	155,821	7,671,582	
%∆	-2.43%	51.98%	30.17%	33.64%	-13.05%	-7.06%	19.18%	21.95%	51.92%	39.35%	37.27%	33.74%		17.42%
<u>2021</u>	214,821	197,740	323,238	420,500	765,560	1,211,475	1,523,376	1,198,955	932,236	332,849	212,813	180,604	7,514,167	
%∆	47.08%	8.43%	39.43%	7.73%	23.00%	9.67%	-9.40%	-20.87%	-9.21%	-13.09%	-8.22%	15.90%		-2.05%
<u>2022</u>	182,627	211,845	284,580	362,331	564,638	1,113,869	1,507,667	1,185,488	926,060	333,462	212,769	181,552	7,066,888	
%∆	-14.99%	7.13%	-11.96%	-13.83%	-26.25%	-8.06%	-1.03%	-1.12%	-0.66%	0.18%	-0.02%	0.52%		-5.95%
<u>2023</u>	155,881	174,046	239,373										569,300	
%Δ	-14.65%	-17.84%	-15.89%											-91.94%

# YoY Monthly Visitation Numbers

\*CDA Parkway using vehicle multiplier - strictly a trail counter - 2023 numbers averaging ~50% less



### EAST REGION QUARTERLY REPORT JAN – FEB–MAR 2023

**MISSION:** To provide a safe and unique experience while preserving, protecting, and enhancing recreation. We interpret natural, cultural, and historic values. To maintain park infrastructure for visitor services and programs, while looking for new opportunities.

### **GOALS:**

- Ensure that all facilities are kept clean and hazard free.
- Utilize both paid and volunteer staff to staff visitor centers and entrance booths to answer questions and sell park permits.
- Patrol parks, ensuring user needs, user safety, and resource protection.
- Assess operations and opportunities to ensure quality experiences are provided.

## EAST REGION SERVICE CENTER – WALLACE KECK, INTERIM SOUTH REGION BUREAU CHIEF

- WORKFORCE HIGHLIGHTS In the East Region the following positions became or remained vacant in this quarter: Harriman Manager 3, Bear Lake ranger, and Massacre Rocks ranger. The Harriman Manager 3 position was filled by Jess Brumfield from Cheyenne, WY. He will start his employment on May 8. Several East Region employees attended the new employee orientation training, while many others attended the compliance enforcement training that also included first aid and CPR. Wallace Keck and Tara McClure-Cannon continued serving in interim positions this past quarter.
- ONGOING PROJECTS AND PROGRAMS Executive staff met every three weeks to discuss operational needs and projects related to the completion and takeover of Challis Hot Springs a unit of Land of the Yankee Fork. The Operations Division is looking at sources of funding to manage the park with two months remaining in FY23 and all FY24.Yankee Fork will employ 2-3 of the current employees of the private business if they are willing. The purpose of which is to ensure a smooth transition from previous owner to the new state park operation. Capital equipment, capital improvements, and budget enhancements for FY25 have been submitted.
- EXTREME WEATHER CONDITIONS occurred throughout the quarter, but probably impacted the East Region the most. Travel to remote parks like Yankee Fork was postponed more than a few times due to blizzard conditions with heavy snow accumulations. Harriman employees and visitors experienced similar conditions. Park staff shoveled 4-5 feet of snow off historic buildings and blew snow from roads covered with up to 6 feet snow. Temperatures did not even reach above freezing except for two days this past quarter at City of Rocks, and roads drifted shut by high winds almost every hour. Up the road at Pomerelle, the mountain experienced its first avalanche in years. All these incidents are reflected in dismal attendance statistics.
- **EVALUATIONS** were conducted and completed by park managers and supervisory rangers this quarter. This required activity is important and vital to building a solid team but is among the most time-consuming activities we do. It is good to hear that the process is changing in Luma to rectify this.

### BEAR LAKE - ANDREW STOKES, PARK MANAGER

Customer Service

• Our reservation window for North Beach Day Use permits is open and we've had a couple groups express frustration with the change to one permit per account per day rule. In the past, everyone that had family or friends living in Idaho would have them purchase the permits at the resident rate. This has been tough for some, as an example, a church youth group who needs to book several cars as an organization. I wonder if we need to have a group option.

- We closed our East Beach facility in February to protect wildlife in the area that were struggling with the heavy winter. This limited access to the lake for ice fishing, but we did open our new parking area to the south to provide lake access.
- With the significant amount of snow that still needs to melt, we have been concerned about having enough time to have everything ready for the coming season.

Park/Program Usage

- The lake froze over in January, which brought the anglers out for ice fishing.
- Usage slowed significantly in March. We are not seeing our early campers due to all the snow and anglers have moved on from ice fishing. We are in a holding pattern until more snow starts to melt.

Type of permit issued (after event)	No. of Permits	No. of Attendees
Group Use Permit	0	0
Special Use Permit	0	0
Film Permit	0	0
Other permits	0	0

Park Sponsored Program or Event

• We invited the public to come in for a free cup of hot chocolate and donuts for National Hot Chocolate Day in January, and we showcased the improvements made to our visitor center and discussed many of the future projects coming up.

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Traditional Interpretation	0	0
Environmental Education	0	0
Jr. Ranger Programming	0	0
School Programming	0	0
Special Events	1	42
Special Events Held Off-Site	0	0

Preservation of Natural, Cultural, and/or Historical Resources

- Ordered seeds of several indigenous plants to start growing and have ready for spring.
- Continued to work with local schools to plant trees throughout the park on National Arbor Day in April.
- We helped to successfully trap and collar 17 mule deer at our East Beach location in January.
- We have helped IDFG feed wildlife in the area, particularly the mule deer populations. We have several feed sites we are helping with; two are within the park and two are outside of the park. We are feeding an estimated 900-1000 mule deer.
- Our administration office in St. Charles is being used to store approximately 25 tons of feed for wildlife. It is a central location where everyone can pick up pellets for feed sites around the valley.
- We made significant progress with IDL and Bear Lake County. A few meetings have been held and our three agencies have been working on an MOA to take before the Land Board for approval. This MOA will help us with management issues on the lakebed of Bear Lake.
- Attended the Bear River Water Quality Task Force to discuss upcoming projects for the area. The park will work with DEQ this coming season gathering water samples on Bear Lake.
- Working with Idaho Department of Agriculture selecting dates for AIS inspections at North Beach.

<u>Staff Training</u>

- Managers Meeting in Boise was very informative and helpful.
- All Bear Lake staff attended CEO training.
- Lisa and Sheila attended New Employee Orientation.
- Andy finished his three-month, 140-hour EMT course to renew his certification under the new National Registry EMT requirements.
- Sheila and Lisa updated their CPR/First Aid certification.

Strategic Action Plan

- We had meetings with PacifiCorp, IDL, risk management, and Joy Vega to figure out liability issues for North Beach. Once we find a solution, this will allow for additional day activities at North Beach and hopefully open the door for other locations as well.
- Making progress with our proposed trails. We have sent a temporary permit to the landowner for review and hope to have that agreement in place until an easement is worked out.
- Waiting for the snow to melt but have been working with development on funding several smaller projects within the park that will enhance user experience.
- Working with development to study our water and electrical capabilities and to see what would be required for a new campground.
- Continue to make improvements to our visitor center and gift shop. We continue to add new, relevant products that will be of interest to those visiting.

Manager's Narrative

- We have made significant changes to our gift shop by adding new displays and slat wall to accommodate more products. We have also made significant investments in inventory with relevant items and hope to have a good selection by summer.
- Park staff sold snowmobile permits at the visitor center and trailhead parking lots in the area. We have collected over \$11k out in the field and \$3-4k at the office.
- We worked with development to submit a grant to make improvements to our boat ramp area at North Beach. Sheila presented the project to the county commission and was successful in getting the required signature of the waterways committee chair.
- We started to see North Beach Day Use reservations being made in January when we started advertising on social media. With the potential of the lake filling up quite a bit, these reservations will be vital for the coming summer season.
- Attended a Highlands Cooperative Weed Management Area meeting to discuss weed management for the upcoming season and how the money is to be spent.
- I continue to meet regularly with the Bear River ECC regarding improvement projects and the Dry Canyon Advisory Committee regarding a pump storage facility near the park.
- One weekend in February, we were able to borrow a tracked ATV and went four and a half miles out on the ice to speak with anglers. We collected around \$900 in snowmobile permits and a couple hundred dollars in MVEF fees.
- Snow continues to impact the area. Current projections for Bear Lake show the lake likely rising 8-10 vertical feet.... That's a lot of water!!
- The park will sponsor a "Cops and Bobbers" event on free fishing day. Park staff has reached out to IDFG and local law enforcement to participate. This is a similar event held up in Boise, with great success.
- We had to use park equipment to help IDFG clear snow from several feed sites and widen roads to allow for more snow fall.
- Working with Keith on reseeding and tree planting within the campground.
- Designing a new irrigation system for group camps 100 and 101. This updated system will help to rent both sites simultaneously.

- We are still short one ranger but have created a list of potential candidates and will begin interviews soon.
- Working with R&R on the possibility of creating a reservation system for East Beach in the event that both our old and new parking areas fill up with the high water this summer.
- Worked with US Fish and Wildlife on Eurasian Milfoil signage to be posted around the lake to help educate that public.
- The lake still has 24 inches of ice. The latest ice has been on the lake was May 15. We might break that record this year.

### CITY OF ROCKS – TARA MCLURE-CANNON, INTERIM PARK MANAGER

Customer Service

- Staff were diligent in clearing snow at Bath Rock in City of Rocks and the Ranch Unit at Castle Rocks State Park to keep the bathrooms and info areas open and accessible.
- In March, snow was cleared from First Circle and Second Circle in CIRO, and also in Smoky Mountain Campground to allow access by spring campers.
- Ordered new rescue equipment by utilizing NPS volunteer funds, as we have a large group of volunteers that help with rescue.
- Stephen finalized the new language/rules for the campsite posts, and he also compiled all 10 new climbing route permits for review.

Park/Program Usage

- Visitor center attendance 148 in January, 131 in February, and 184 in March.
- Campgrounds = 50 site nights; Lodge = 29, Glamping Yurt = 23, Bunkhouse = 25, Shelter = 0.
- Traffic Counters in January came in at: CIRO 1249 and Castle 1541. February and March were not counted as counters were buried in the snow.

Type of permit issued (after event)	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

- Orientation video was shown 19 times to 71 visitors in January, 15 times to 46 visitors in February, and 28 times to 68 visitors in March.
- Staff hosted First Day Hikes on New Year's Day, and we hosted the Christmas Bird count on January 3rd.
- The Idaho Falls Overland Association braved camping at Twin Sisters and snowshoeing Pinnacle Pass and learning about the emigrants on the CA Trail.
- Sophia led the Backyard Boulders Hike on February 11 and now has a volunteer helping with snowshoeing and hikes.
- Sophia completed visiting the schools in their after-school SPARK program, topics included Scat/Tracks/Furs and Constellations. She was also able to discuss our International Dark Sky Certification with them.
- We still had snow in the reserve and continued to rent snowshoes into the end of March.

Program Type	No. of Programs	No. of Attendees
Experiential Programming	3	45
Traditional Interpretation	4	74
Environmental Education		

Jr. Ranger Programming		
School Programming	4	113
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

- Worked with IDFG to treat the Castle Rock Pond with rotenone to eradicate invasive goldfish.
- Met with SHPO to talk about the development of Graham Canyon. During this meeting it was decided that we would propose a location for a temporary parking lot and do shovel test pits where needed.
- Attended the NPS Home & Homelands workshop, which was very informative and helpful in pointing us in the right direction for our virtual exhibit, as well as our exhibit for the visitor center for this year. Shalene and Sophia are off to a great start for the project on Clara Campbell.
- Scheduled and presented a YCC program at Raft River High School.
- Participated in the following calls or meetings: Upper Columbia Basin Network (UCBN), Legacy Restoration Fund Maintenance Action Team, NPSage (National Park Service's Sagebrush Steppe conservation), Oystershell Scale meeting (invasive insects that occur on our Aspen trees), USGS cheatgrass, Southern Colorado Plateau Network Pinyon-Juniper woodlands, and a Climbing Resource Advisory Group meeting.
- Held the annual grazing meeting and grazing bids are now open for CRSP.

Staff Training

- Tara attended the manager meeting held in January.
- Stephen completed the instructor online HSI first aid/CPR class and the Southern Idaho Fire Academy annual training.
- Tara, Trenton, Austin, and Shalene completed CPR/First Aid training.
- Tara, Trenton, Austin, Shalene, and Stephen attended the annual CEO refresher.
- Tara completed M-581 Fire Administrator training.
- Sophia attended the new employee orientation for IDPR.
- Stephen completed Information Management & Technology through DOI and Cyber Security through DHR.

Manager's Narrative

- With Wallace in an acting region manager position at region and Tara in the acting superintendent position, we are effectively down a full-time classified for two parks. This is a difficult situation going into spring/summer operations. Trenton and other staff have really stepped up to help with tasks, but this model is not sustainable as we move into the busy season.
- Cooperative Management Agreement (CMA) waiting for approval at Director's level we are operating without a CMA or a CA between IDPR and NPS.
- City of Rocks will be receiving \$500,000 in Regional Inflation Reduction Act (RIRA) funds over the next eight years. This is to support hiring over the next five years. Tara has attended many meetings with the NPS about the strategy for using these funds. In order to make it more equitable to CIRO, since we cannot take direct access of these funds (cannot be transferred to IDPR), I have made an agreement with Craters of the Moon where we will not be charged the \$20k a year for the next eight years for use of Blake. He will continue as fiscal officer of CIRO on the NPS side, continuing to provide the same level of service he has in the past, but that \$20k will transfer to CIRO in our base fund allocation. This will be outlined in the MOU with Wade/Southern Idaho Parks.
- CIRO has received additional funding from NPS for Federal FY24. The Great American Outdoors Act has allowed for the NPS to provide smaller parks with upwards of \$250k in deferred maintenance funding. Tara, Trenton, and Austin are working with Pacific West Region

and Legacy Restoration Fund- Maintenance Action Team (MAT) to put together a project that will include difficult to replace boundary fences and intensive trail work in CIRO. This project will be completed by youth corps like SCA or others. NPS will project manage it and we do not need to transfer any money. They are confident that CIRO will get \$200K to \$250k funded. Trenton and Austin are working closely with the MAT to get it set up and funded.

- City of Rocks and Smoky Mtn campground moved to year-round, reservation only model. This transition has included Tara doing public outreach, working the R&R, and preparing new signage. We are still working on kiosk updates and brochure updates. There have been some questions from visitors but not a lot of negative feedback.
- Sophia and Tara hosted an Almo Business Meeting. It was well attended, and everyone was excited to partner and bring in more tourism in the winter months. Sophia will continue to reach out to all the businesses in the valley to make sure everyone is aware of changes and protocols at the reserve.
- Tara has been working with NPS and partners regarding a grave testing project in CIRO. She has also consulted with tribes on the project. It is slated for May 2023.
- Austin and Tara sent a letter to Jason Tracy that detailed the decision to not let them graze in CRSP this year. They will go back to Smoky Mountain.
- Working with Heidi in contracting it was determined that we could use the Student Conservation Association (SCA) MOA and do task agreements. SCA will have two projects in CIRO/CRSP in 2023 and the task agreements are now in the works.
- CIRO is working with NPS Abandoned Mine Lands team to put together large Regional Inflation Reduction Act funding proposal for clearance, closure/treatment, and interpretation of CIRO's mine sites. Funding will be in federal FY24.
- CIRO has received a base increase from the NPS. The green book for FY24 shows CIRO receiving \$480K in previous years we were sitting around \$430k.
- Tara closed out the NEPAs for all CIRO's FY23 NPS cyclic projects. Blake is working through contracting on the NPS side to get our budget mod transferred.
- City of Rocks has been funded through the Washington Office of the NPS and Denver Service Center for the Teacher Ranger Teachers program for summer 2023. The park wants to work with an educator who would be willing to create pollinator programs and revive the annual butterfly count.
- We received the allocation for CIRO's donation account, and Trenton purchased/installed the new tires on the grader.

# HARRIMAN/HENRYS/ASHTON TETONIA TRAIL/MESA FALLS –, JOSEPH BLACKBURN ASSISTANT PARK MANAGER

### Customer Service

- Due to broken-down snowmachines that pull the park groomers there were times this season when we were not able to meet customers' grooming expectations and we had some complaints. Staff explained the situation, which helped customers calm down and realize staff were doing their best.
- March madness was an understatement. Staff members were hit with the perfect storm of events. It seemed there was a snowstorm event every day for the entire month. On top of the snowfall, these weather events were mixed with high winds that made it nearly impossible for staff to keep up with grooming trials, plowing, blowing, and shoveling.

Park/Program Usage

- We had one GUP in January for the Fat Bike Pursuit. We did have a few issues arise during this event but during the after-race meeting we established plans to prevent these issues from accruing again in the future.
- We had one GUP in February for Moose on the Loose, February 4.

<b>Type of permit issued</b> (after event)	No. of Permits	No. of Attendees
Group Use Permit	2	114
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

- Park sponsored programs included First Day Hike, Full Moon Trek, Free Winter Access Day, Snowshoe Saturday, Winter Stargazing, Moose on the Loose winter triathlon, Railroad Ranch Bridge trek, Dog Days of Winter on Harriman Hounds Trail, Great Backyard Bird Count, and Trail Life Troop.
- 4<sup>th</sup> and 5<sup>th</sup> graders and chaperones from Parker, Teton, and Ashton Elementary schools came to the park for cross country ski days.
- Nine Junior Ranger Badges and five Junior Ranger Patches were awarded.
- Special Event Off-Site "Banff Film Festival" was held in January: This is an Idaho Falls Nordic Ski Patrol (IFNSP) Fundraising Event that staff members participated in by manning a booth educating people about our programs and operation.
- The continuation of the "Harriman Treasure": This is an object that was created known as the Harriman Idol. Staff members creatively go out of their way to hide the idol for our quests to seek out and find to win a prize from one of the local restaurants or shops. Prizes for finding the idol are donated by local businesses. When their donation is the prize, the business is the sponsor for that week.

Program Type	No. of Programs	No. of Attendees
Experiential Programming	6	118
Traditional Interpretation	4	44
Environmental Education		
Jr. Ranger Programming		
School Programming	3	195
Special Events	2	<155
Special Events Held Off-Site	1	3000

Preservation of Natural, Cultural, and/or Historical Resources

• JCC's assisted the staff by shoveling out the emergency exits of the dormitory, shoveling the roof of the Harriman Cottage, delivering, and stacking firewood to Yurt compound and Dormitory, shoveling out fire hydrants, the path to manager's house and Jones House roof. They had a few overnight stays where they worked both days and stayed in the dorm at night.

Staff Training

- Staff attended and participated in "Managing Your Workforce" training.
- The assistant manager attended and participated in the two-day manager's meeting in Boise Idaho.
- The East Region Recreation Training Coordinator came to the park to conduct a snowmobile training course for powder conditions. Four staff members participated in this training course and then traveled down to Mesa Falls.
- The assistant manager actively participated in the CPM program.
- Rangers Kirsten March, Mariah Hillard, and Julia Hershberger attended the new CEO training (52 hours). Kirsten and Mariah stayed for the New Employee Training (16 hours each).

• Ranger Abby, Assistant Manager Joseph, and Henrys Lake Ranger Annalee attended the CEO refresher in Boise (3 days of training each). One of Harriman's maintenance rangers took the initiative and participated in a week-long Certified Interpretive Guide workshop.

Manager's Narrative

- The park had both a BYU-I group of 80 and a Boy Scout group of 50 come to the park on the same day. The trails were well used.
- The park had up to four feet of snow on the level at the end of February and the Island Park area had around 115% of normal water content for the season.
- One staff member answered the cry for help for the annual St. Paddy's Day run event taking place at Thousand Springs.
- Our car counter is working intermittently. Staff have been trying to resolve this but have yet to find a solution.

### ASHTON TETONIA TRAIL

Customer Service

- Due to increased winter traffic on the trail, we reopened the Judkins CXT vault toilet for the season. During a check it was found that the CXT had frozen shut so Abby is now checking it periodically for access.
- Attended the Ashton City Council and Tetonia City Council meetings and was able to meet the new City of Tetonia Public Works Director and answer questions about the trail.
- Attended the Ashton Chamber of Commerce meeting to be available for questions and concerns about the Ashton Visitor center. The chamber was very receptive to the meeting and excited for the city's partnership with IDPR.
- Attended the Dale Robson Memorial Snow Plane Rally in Tetonia. Met many members of the community and continued to grow community relations.
- Increased community presence and connections between IDPR/Ashton-Tetonia Trail and the public/city officials. Throughout community interactions this month there have been many inquiries about grooming sections of the Ashton-Tetonia trail.

Park/Program Usage

- One QR code scan in January, 38 in February, and none in March.
- Car counters were removed for the winter season.

<b>Type of permit issued (</b> <i>after event</i> <b>)</b>	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		
Film Permit		
Other permits		

#### Park Sponsored Program or Event

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site	1	50

Preservation of Natural, Cultural, and/or Historical Resources

- Acquired metal donation boxes from the Trail of the Coeur d'Alene's to install on the Ashton-Tetonia Trail this coming spring.
- Organized a phone call with Union Pacific and IDPR Contracts Officer Heidi Burks to discuss the addition of a railroad ROW in Ashton.
- Attended Ashton City Council meeting with Adam Zaragoza for the presentation of preliminary terms for the Ashton Visitor Center.
- Attended a meeting with Adam Zaragoza and the Mayor of Tetonia to discuss future partnerships and projects.
- Recruited and interviewed volunteers to assist in staffing the Ashton Visitor center this spring and summer.

Staff Training

- Attended the CEO Refresher Training in Boise.
- Cybersecurity Training
- Respectful Workplace Acknowledgement

### Manager's Narrative

• 2023 Dale Robson Memorial Snow Plane Rally hosted next to the Tetonia Trailhead in January.



### HENRYS

Customer Service

- A & E Engineering was awarded the contract for the new campground sites. There will be between 30-60 sites with 50 amp (includes 10/30 amp) electric panels. The connection to the Fremont County Septic system will dictate full hookups or water/electric sites, shower house, vault toilets, etc. Construction will start the summer of 2024.
- The Henrys Lake State Park Dump Station/septic project was added to the Idaho Dept. of Environmental Quality (DEQ) grant list. The State Legislature was still in session, so approval was still being decided the end of March. The Department's budget and \$95 million request was passed in both the Senate and the House.
- Customers can call the park and hear answers to many of their questions. A phone number is also given if more information is needed.

• Plans are being made to get the road opened in mid-late April with help from ITD. <u>Park/Program Usage</u>

• Vehicle count for the winter months is based on the ITD 511 camera due to the road closure during the winter. Because of this, counts are our best estimate and as follows: January, 52, February 25, and March 5.

<b>Type of permit issued</b> (after event)	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		

Film Permit	
Other permits	

Park Sponsored Program or Event

• Nothing to report.

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

• Nothing to report.

Staff Training

- Classified staff attended CEO Training March 3-5. (20 hours)
- The Respectful Workplace video was watched, and Cyber Security completed. (45 minutes)

Manager's Narrative

- The new dock landing legs were ordered and made in February. They will be picked up in mid-April.
- A master template for the Emergency Action/Fire Plan was acquired from the Trail of the Coeur d'Alene's. It will be used to divide the project between staff.
- The lake level had risen to 94% by the end of March and the Upper Snake River system was at 55% of capacity.

### LAKE WALCOTT – RYAN BUFFINGTON, PARK MANAGER

Customer Service

- We refilled our stock of discs, shirts, hats, and wood magnets in our resale area; all stamped with our new logo.
- We maintained our winter visitor center hours of Wednesday-Saturday and had light traffic throughout the quarter.
- To address regular feedback from our customers we purchased heaters for our RV restrooms and are working with development to bring in an electrical contractor to hook them up and install 240V circuit breakers. Since we made the shift to year-round reservations, we have been receiving public feedback to provide year-round access to these facilities.

Park/Program Usage

- The ice on the lake was over 10 inches thick in January and we saw slow, but steady ice-fishing traffic.
- The car count for January was 1,963; 2,194 in February; and 3,210 in March. Car count for March was down a little from 2022, which was likely due to the unusually cold temperatures. Winter won't quit this year!
- Since opening the campground for same-day reservations and allowing for year-round reservations, we have seen a 13% increase in overall recreational fee revenue, from this time last fiscal year. We expect to see that percentage grow throughout the remainder of the year.
- We saw regular disc golfer traffic throughout the day-use section in February and did see a slight increase in boat registrations in anticipation of the opening of the boating season on April 1. Campground usage throughout the month was light, but there was a slight increase over January.

- We saw an uptick in usage in March as people are excited and ready to get out and recreate.
- We hosted the Winter Wizards disc golf tournament. This year there were about 100 participants, and the weather was pretty agreeable. The event went off without a hitch.
- We finalized the Group Use Permit for the Chaos Wars LARPing event this summer!

<b>Type of permit issued (</b> <i>after event</i> <b>)</b>	No. of Permits	No. of Attendees
Group Use Permit	2	200
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

- Our ranger Thomas has been working to clear the shoreline section from the boat launch to the campgrounds. The work is coming along great, and you can actually see the water from the park. He brought out the Work In Lieu of Detention (WILD) program for three days in February to help clean up and haul off the slash.
- We finalized the compliance requirements for our tee pad replacement with the resource • department at the BOR. All the materials and funds have been secured and as soon as we get a good weather window, we are ready to begin getting them built. Everyone is excited to see this improvement to the park.

Staff Training

- We put together a teaching team and established an agenda for our regional interpretation training that will be held in May.
- Ryan attended the manager's meeting in January. •
- Thomas completed all the coursework for obtaining his weed and pesticide spray licenses. •
- Both Ryan and Thomas attended the CEO refresher and Thomas attended the additional CPR/First Aid sections of the training. All of Ryan's credentials are up to date.
- Thomas completed his onboarding process for joining the East End Fire Department! We are • excited to have him on the team, helping the local community and representing the park! Manager's Narrative
- We held a coordination meeting with the FWS management at the Minidoka National Wildlife Refuge to discuss their role in our educational programming. This year we hope to bring them in regularly to help with school groups and other larger educational events.
- Thomas and Ryan attended a career fair at College of Southern Idaho. It was a great opportunity to connect with people interested in working for state parks. We left the fair with several good leads and hope to hear back from a few people.

- We received confirmation from all staff members that will be returning to the park for this coming season and posted the positions that we will have available. We are hoping to bring on two new positions starting in May.
- Due to ice on the lake through March, we had to push back putting the docks out until after the first of April; this has been a long winter.
- Thomas began to make plumbing repairs to the irrigation system in anticipation of turning it on at the end of April. One of these repairs is a 6-inch mainline leak that we are receiving help from the south region crew to resolve.
- We attended and advocated for the park in a fire coordination meeting at the refuge headquarters. It was a great opportunity to sit down with members of the local and federal fire response organizations in our area.

### LAND OF THE YANKEE FORK – RON JENKS, PARK MANAGER

Customer Service

 The visitor center and museum are open 5 days a week: 9am – 5pm, closed on Tuesdays, Wednesdays, & Holidays. Beginning April 16, we will be open 7 days a week.

Park/Program Usage

- The visitor center had 196 visitors for the quarter and the movie was shown 11 times to 35 people.
- On March 15, students from Stanley made a trip to our visitor center. During the visit they watched the movie, learned more about bison & the Challis Bison Jump, and participated in a scavenger hunt.

<b>Type of permit issued</b> (after event)	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming	1	21
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

• Nothing to report.

Staff Training

• Nina and Joe (our two new Rangers) attended CEO Training and the New Employee Orientation. <u>Manager's Narrative</u>

- Ron attended the IDPR Board Meeting in Boise on February 8.
- In February, Ron attended the Challis Area Chamber of Commerce Meeting and gave a brief update on the Hot Springs Campground and answered questions.

- In March, Adam, Heidi, and Ron attended the County Commissioners Meeting and fielded questions concerning the transition from private to state run operations of the campground. Adam discussed the issue of taxes related to the Hot Springs Campground.
- We continue to learn all we can about the operation of the Challis Hot Springs Campground during this transition period. Mike Williams, the current manager at the hot springs, and his staff have been very accommodating and helpful.

#### MASSACRE ROCKS – TRAVIS TAYLOR, PARK MANAGER

Customer Service

- Visitor center traffic was very quiet through the entire first quarter of the year due to cold, snowy conditions. Of the few visitors who stop in, most are traveling elsewhere and stopping to stretch their legs.
- School field trip requests have started to trickle in. A couple of requests to hold Disc Golf Tournaments have also come in, this has been a bit slower than in the past due to the new proof of insurance requests.
- Had several phone calls asking when we were going to turn spring on?

Park/Program Usage

- The river froze in January, so no fishing took place.
- We had a few disc golfers throughout the quarter as the weather cooperated, but hiking was the most popular activity.
- Very few campers this quarter. The weather has been very cold and windy, which keeps people away.

<b>Type of permit issued (</b> <i>after event</i> <b>)</b>	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		
Film Permit		
Other permits		

#### Park Sponsored Program or Event

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

• Nothing to report.

Staff Training

- Boomer attended the CEO refresher in Boise and the New Employee Orientation at headquarters.
- Travis attended the manager's meeting in January and the fee team meeting in March.

Manager's Narrative

• We have been working on replacing our old hand-drawn park map with a professionally designed one. We are utilizing a local from Rockland with experience in GIS and map making. The process has been smooth, and we are hoping to have new printed maps in the spring.

- We have been securing volunteers for the upcoming season. Our two campground hosts will be returning in the spring, and we are hoping to add one more set of volunteers.
- We've been working on a plan with Bryan from development on our upcoming sewer project.
- We are working with the interpretive team on the new interpretive signs for the park.
- Travis assisted with the Luma testing for a couple of days.
- Travis has been reviewing ranger applications and working with HR to replace our ranger that resigned in March due to family issues. We're hoping to interview in early April.
- Met with Nathan from development about some projects to help us increase our camping numbers by opening the lower loop campground in our shoulder seasons.

#### THOUSAND SPRINGS – DAVID LANDRUM, PARK MANAGER

Customer Service

- The Rock House and the Yellow House on Ritter Island remain the Thousand Springs Hot Spot! The secret is out about how wonderful these houses are, so reservations have increased substantially.
- The day use area at Niagara Springs, the back gate at Malad, and Ritter Island are closed for the season. We do see park visitors still walking into the gated areas, which we encourage so that they can see what the parks have to offer in the off season.
- We are starting to see visitation at the visitor's center pick up a little this March, and we have increased our days being open from 3-days per week to 5-days per week.

Park/Program Usage

- Winter finally arrived in the Hagerman Valley in January and waterfowl hunters were out and about.
- Visitation at the Billingsley Creek Visitor Center has exceeded our expectations! **"Build it and they will come".** It has been very busy since the opening on April 28 2022. Visitation at the center continues to grow, in the month of January we had 317 visitors come through the doors, February brought in 539 visitors, and March brought 1,051 visitors!
- Day use in our parks has definitely increased over the last year. Even with the winter weather, the public is still hiking Box Canyon, and walking/biking the bike path at Billingsley Creek to the City of Hagerman. The riding arena at Billingsley Creek has also been popular with horseback riders.
- The park hosted the annual St. Patty's Day Fun Run on March 11, 2023. There were over 400 runners, 45 of them participating in the ½ marathon, which is the most we've ever had. We want to thank those individuals that came out and helped us guide the runners and walkers in the right direction.

Type of permit issued (after event)	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		
Film Permit		
Other permits	1	400

Park Sponsored Program or Event

• Jr. Ranger programs for the quarter – 21 (Books 37, Badges 35, Patches 1, Certificates 0)

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		

Jr. Ranger Programming	21	21
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

- The new visitor's center building is finally complete and with temporary interpretive exhibits! The next phase is the design of the interpretive/exhibit displays. MOEY, a company based on the East Coast, was selected as the interpretive design company. The final contract has been signed and the planning phase has begun. We had a zoom meeting where we were able to present our ideas for what interpretive displays we would like to see. They seem to bring a new energy to the project. We look forward to what they come up with for us! Hopefully, we will see work begin soon.
- Work on the new campground is wrapping up. Most of the signs have been installed, the posts for and the gates are in. Next, they will be patching in some hydro-seeding. Now we wait and pray for the native grass to grow...
- Construction on the Pink House on Ritter is complete! The final punchlist has been completed. We had the trees trimmed to open up the beautiful view of the springs. We have been working on getting it furnished and getting blinds ordered. Should not be too much longer and it will be on the reservation system.

Staff Training

- Staff have been busy teaching CPR/First Aid classes and instructor training classes with more classes to come in April and May.
- Staff attended CEO training in Boise.
- Our newest full-time employee attended the new employee orientation in Boise.

Manager's Narrative

• We hosted the Hagerman Valley Ducks Unlimited Banquet which was held in the riding arena at Billingsley Creek with approximately 400 people in attendance.

### SOUTH REGION MAINTENANCE CREW – CHRISTOPHER RE, FOREMAN

#### Lake Walcott

- Prepared to put in the handling docks before the lake opened. The weather however, kept us from doing this due to a big ice sheet blowing in from across the lake and making the cove unusable.
- Dug up an irrigation line where a valve had failed at the end of last season and needs to be replaced before the water is turned on.

# NORTH REGION QUARTERLY REPORT JANUARY – FEBRUARY – MARCH 2023

**MISSION:** To serve North Idaho Park users and recreationists, providing them with a quality experience that is safe and enjoyable, while managing and protecting the public's investment and the natural resources.

### **GOALS:**

- Ensure that all facilities are kept clean and hazard free.
- Utilize both paid and volunteer staff to man visitor centers and entrance booths to answer questions and sell park permits.
- Patrol parks ensure user needs, user safety, and resource protection.
- Manage operations and opportunities to ensure quality experiences and resources are provided and enhanced.

### **Primary Issues and Concerns**

- 1. Staff Shortages
- 2. Minimal budgets with increased fixed costs, and higher use.
- 3. Aging facilities and equipment
- 4. Meeting ever-increasing use and opportunity demands insuring quality experiences.

### **NORTH REGION SERVICE CENTER – DAVID WHITE**

- Coordinated NR Manager Monthly Video/Conference Call with Boise staff
- Responded to Inquiry from John A regarding TORT Claim
- Assisted with Heyburn and Old Mission Ranger interviews, Heyburn Administrative Assistant and Maintenance Craftsman position interviews and Hells Gate Park Manager position interviews
- Hired a new Hells Gate State Park Manager
- Attended CDA Chamber Natural Resource Committee monthly meeting
- Reviewed Partner Agreements & Lease Information
- Reviewed/assessed potential Silver Valley area homes for sale for potential park residences
- Reviewed Heyburn Moorage Lessee Fees Letters and assisted with their dissemination in the mail
- Participated in Farragut Peterson Group Camp prospective consultant interviews
- Assisted with statewide OPS manager meeting planning and coordination, then participated in the meeting leading topics as assigned; review and assessment of moorage lease fees
- Discussed NR encroachment issues and management with new IDPR Contracts Manager
- Attended annual CEO refresher training to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- Continued to work USACOE Dworshak Lease, discussed internally with staff and developed recommended edits then sent to the USACOE for consideration
- Participate in discussions/planning of NR Ranger Roundup
- Participated in Statewide Fee Team Meeting
- Participated in the IDPR Board Meeting
  - Developed portions of the moorage fee agenda item
  - Developed and presented the Heyburn Annual Pass for Lessees agenda item
- Discussed department's FY 25 CIP prioritization discussion with Development and Regional staff
- Submitted FY 25 B-7 Capital Outlay/Minor Maintenance list and Enhancement Needs List

### NR MAINTENANCE CREW

#### <u>Cda Parkway:</u>

• Helped Ryan, Tyler, and John with West side trail work with mini ex

# <u>Farragut:</u>

• Picked up electric car from Ballard's and delivered to brig

# Heyburn:

- Sat on interview panel for new Maintenance Craftsman position
- Looked at damaged CCC flush toilet at Plummer Pt.

# North Region Office:

- Wrote up specs. For NR shop garage doors
- Started training Don how to design and enter signs into CNC computer then how to make sign blanks out of cedar
- Talked with Mike White Ford to come up with cost for new big truck to replace R-75
- Attended in on CPR and First Aid training
- Bought new summer tires for R-321 and swapped out snow tires

# **Old Mission/TOC:**

• Helped Keith Jones cut large cottonwood tree off trail near Enaville trailhead

# Priest Lake:

- Finished sanding, staining, and applying new finish to Schaeffer cabin cabinet doors and drawers
- Cut down, sanded, and finished live edge wood backsplash for bathroom in Schaeffer cabin

# <u>OHV/Boating:</u>

• Bulit display box for mussel license plate for Ethan

# NR OFFICE STAFF

- Helped schedule and facilitate several zoom meetings for the park managers and NR manager
- Coordinated delivery and pick up of various supplies and new retail items from HQ for several of the parks
- Coordinated with John Arnold to change companies for office copier lease to a more affordable company and receive a newer machine
  - Coordinated with IT to schedule new copier to be installed and setup
- Processed Moorage Lessee Fees Letters from HEY, ensured letters were assembled and mailed out in a timely manner
- Meet with IDFG and new office cleaning company to discuss expectations and schedule
   Finalized contract with IDFG for a start date of March 3rd
- Reviewed/Compared Lease Agreement document drafts for changes/additions from Army Core of Engineers for NR Manager and Dworshak SP
- Completed Cybersecurity Awareness Training
- Worked with Chelsea to obtain new Sasquatch logo to order new items for retail program
- OS1 and OS2 attended 6 hour Registration & Reservation Training class
- Planned and executed NR CEO Training with NR Manager
- Started to plan NR Spring Meeting with NR Manager
  - Coordinated with KCSO and Panhandle Health to schedule training for the event
- Completed and disseminated 2022 5-yr Annual reports with Charts to NR Parks
  - Expenses, Incidents, Revenue, Visitation and Volunteer Hours

## COEUR D'ALENE LAKE PARKWAY – LIZ PALFINI, PARK MANAGER

Customer Service

• Visitation is steady on the parkway. Fewer boaters on Lake CDA. Weather has been great, so the weekend visitation is holding steady. Eagles are gone and visitation has slowed down

## Preservation of Natural, Cultural, and/or Historical Resources

• This quarter saw steady day use visitation with local runners, walkers and families getting outside on nice days, with numbers fluctuating depending on the weather

• We have had lots of snow to move and the seasonal help has been much appreciated.

### Staff Training

- All staff attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- All staff attended regular safety meetings and Erin M is working on improving those meetings before the busy season

### Strategic Plan Actions

- Work is in progress for some improvements: development is working on contracts for the Restroom refurbishment project, Higgen's point trail improvement and the dock repair and gangway extension
- We are looking at future educational partnerships to help enhance the visitor experience at Parkway. We partnered with the CDA library to implement a story walk at Higgens point installed this summer and look forward to changing it out to a new story in the Spring

### DWORSHAK STATE PARK – JOHN SEELY, PARK MANAGER

### Customer Service

- Big Eddy office hours are now 9-5pm Monday-Friday and registration sales are steady
- The marina store is closed. The marina has been pulled away from shore and no fuel is being sold
  - The gas distributer was not able to fill the fuel tank due to insurance reasons but a solution has been found and the tank should be filled in April
- Calls are coming in requesting info for summer camping and reserving the Big Eddy Lodge and Three Meadows Group Camp
- Boat moorage contracts have been sent out

### Park/Program Usage

- Traffic counter numbers are on par with last year, about equal to our 5-year average. Snow packed roads tend to skew the numbers during the winter. The marina opens April 15th. The marina has been pulled back to shore. The Freeman Creek boat launch is being utilized by outdoorsmen
- Total reservations: Jan-2/Feb-4/Mar-12

#### Program Services

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Jr. Ranger Programming	0	0
School Programming	0	0
Special Events	0	0

Preservation of Natural, Cultural, and/or Historical Resources

• A new fence type is being designed for potential use in the park. The fence will be built with wood harvested inside the park. A more sustainable fence will keep people in designated areas. This will result in preserving of natural areas and prevent any ground disturbing activities for new fence instillation

#### Staff Training

- Manager Seely attended the Statewide managers meeting in Boise
- Jenn Hill completed 3 hours of DHR micromodules

- Jen Hill and Kiona Rogers attended the Idaho Boating safety class at Hells Gate State Park
- Manager John Seely and Ranger Jake Davis attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- Maintenance Craftsman Kiona Rogers and Administrative Assistant Jen Hill attended First-Aid/CPR and Stop the Bleed training
- Kiona Rogers, Jake Davis, Jen Hill and John Seely attended Aspira training at Hells Gate State Park. This was an all-day training session
- On March 29th Keith Jones trained Jake Davis, Kiona Rogers and John Seely in the operation of the woodchipper and tree felling techniques

Strategic Plan Actions

- Repairing infrastructure issues helps to fulfill Objective 5: To Be Good Stewards of the Resources and Assets Entrusted to IDPR
  - One parking space was removed from the new boat lunch parking are. The end space showed to be a danger as it restricted the space for vehicles to make the corner next to the ramp so one more space is going to be removed as it is restricting large boat trailers from leaving the launch
- Exploration of methods to attract a new user group has resulted in the decision to abandon the 3D archery course, maintain the standard archery range, and add an 18-hole disc golf course
  - All 18 baskets and tees have been installed and the entire course is fully playable.
  - This project has been managed almost entirely by former Maintenance Craftsman, Randall Rausin, whom is now a volunteer; with him taking the lead in design, implementation, and crew management
  - A local disc golf club has also assisted on 4 separate occasions with maintenance of the course
- Installation of an obstacle course at Freeman Creek is being researched
  - This could bring in new users for events like Mud Runs
- The park has begun searching for new trail locations. After discussions with the USACE it is determined it is best to try and utilize old logging roads and a few possible locations have been identified
- The park is nearing completion of a fire break along the western boundary of the park fulfilling Performance Measure 3.1.2 to improve fire safety within our parks
- Seely has been developing a long range weed management plan for the park, helping to meet Objective 5 subcategory of quality natural resource management in our parks
  - Seely will begin implementation of this management plan in the spring of 2023 pending a new USACE lease being signed
  - The new pesticide application plan is being worked on
- Expansion of the retail program at the Big Eddy Marina store and the Freeman Creek campground will help to meet Performance Measure 3.2.1, to continue to seek additional revenue
  - A small building for retail sales may be the next step in increasing retail sales, as entry station does not allow for proper storage or display of retail items. Other options including a new building kit and enclosed trailer are being researched to possibly enhance retail sales. New display shelves and a rolling shirt stand will be purchased for the Big Eddy office pending budget availability. Due to the lack of retail space at Freeman Creek, stickers will be the only new items purchased for resale

## Park Manager's Narrative

- February had few campers and plowing season is in full force
  - The Plow had become inoperable, but has been temporarily repaired by Ranger Davis
  - We are borrowing Hells Gate's plow truck
- We are keeping the boat launch plowed, when the plow works, as hunters and fishermen are still using the launch from time to time

- I attended the statewide managers meeting in January. I learned a lot at this meeting and believe we should continue to hold these meetings. It is very helpful to bounce ideas off of other managers and hear how other parks and regions are doing things.
- All park staff members attended the CPR/first aid training, while Davis and I attended the CEO refresher. There seemed to be more participation than normal in the physical training this year
- In March camping is picking up a little bit, but we are still slow. The park has begun hiring seasonals. We still need 4 seasonal employees, but I do not think it will be a problem to find them.
- The lease with the USACE has been signed and the Corp. is taking over adjustments of the marina starting March 30th
- The annual Archery shoot has been approved for the end of April.
  - This event will completely fill the campground
- Snow has melted and we can now access Three meadows by pickup. Spring start up maintenance has officially begun. We hope to have all water on by the second week of April
- At Big Eddy the walk-in cooler is down and so is one of the HVAC units. These are scheduled for repair/ diagnosis the first week of April
- Boot Moorage contracts are coming in slower than normal. I think the confusion with the wording of the insurance needs is confusing customers. Hopefully the new amendment will clear things up

### FARRAGUT STATE PARK – LIZ PALFINI, PARK MANAGER

Customer Service

- North and South roads were closed this quarter and very slow otherwise
- Most of our visitation was day use visitors and the occasional camper
- Group booking has been steady and every weekend in June and July 2023 are already booked

Park/Program Usage

- We are still coordinating with the Community Library network and helping them with programs at the library or hosting programs here at the park.
- Winter programs started in November.

Group Use	No. of Groups	No. of Attendees
Group use shelters/day use	0	0
Group camping	0	0
Group use permits	0	0
Higgins Point	0	0
Parkway Special Events	0	0

Program Services

Interpretive Stations	Items checked out	Attendance
Farragut Junior Ranger Station	0	0
Museum at the Brig	0	0
Loaner Backpacks	0	0
Loaner Fishing Poles	0	0
Jr Ranger Badges awarded	0	0

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	8	169

Jr. Ranger Programming	0	0
School Programming	0	0
Special Events	0	0

Preservation of Natural, Cultural, and/or Historical Resources

- Beetle outbreaks of both western pine and ips are causing concerns for the resource within the park and a re-evaluation of future resource work
- Future resource plans are now focused on addressing the salvage and work in areas that have been impacted by the beetle outbreak
- The future parking area next to the Brig Museum has been cleared and we are also looking at clearing a few areas on the Northside for Peterson campground and a new day use area at the old parade grounds

### Staff Training

- All staff attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- All staff attended regular safety meetings and Erin M is working on improving those meetings before the busy season

### Strategic Plan Actions

- In February Rangers and VC staff finished the complete winter inventory
- In March the staff began editing the draft of the park specific emergency plan
  - They have identified important additions and edits and will continue for the next month
- Trail maps are in the review and improvement stage, reprinting will happen after the art is finalized
- Development began planning for the Peterson group camp including a design RFP and prep work for a timber sale to help clear some trees from the area. The contract for design was awarded
- Planning is complete on a conceptual design for a central entrance for the park and moving of the visitor center to be in the Brig building
  - The benefit of having a central entrance allows for controlled access to the park during summer months and allows Rangers to concentrate on customer service and projects rather than fee compliance
  - Staff have started minor projects associated with the central entrance plan to reduce project costs and begin the process of establishing trails and amenities based upon that visitor center placement

Park Manager's Narrative

- The snow has been marginal this quarter, so there was only some grooming for several days before the weather warmed and the snow deteriorated too much for grooming. We are seeing a slight dip in visitation for this time of year
  - January 2022 is slightly behind January 2023 in both visitation and revenue January 2022 \$210,720 vs 2023 \$238,760.
  - February 2023 is slightly behind February 2022 in both visitation and revenue February 2022 \$256,444 vs 2023 \$228,625
  - March 2023 is slightly behind March 2022 in both visitation and revenue March 2022 \$261,196 vs 2023 \$179,731.
- Winter trails are still being utilized mostly by hikers.
- We have been plagued with equipment breakdowns this winter and it hit our budget hard early. Some of the regular maintenance we put off last year is being completed this year.
- I attended the Managers meeting in Boise. We discussed several important issues, and I can see that we should probably have more meetings throughout the year in order to really flesh out some of the issues discussed.

- I facilitated a couple full day staff meetings throughout this quarter to help plan for next year.
  - Topics included a Budget overview and planning, Full time Ranger duties and expectations, 2023 projects, seasonal orientation planning, Manager 360 reviews and evaluations, reviewing the emergency plan and made some improvements and identified areas that need attention.
  - $\circ~$  We also reviewed workplace safety goals and our plan to improve safety meetings in the coming year
- The water heater in Beaver Bay is still down and will need to be fully replaced we are working with Development on that process. Development will do the contracts.
  - We have several leaks that are avoiding detection. We found one between the tower and the lagoons so water is shut off from there. We won't be able to mitigate these issues until water is turned back on this Spring
- The renovation of the East side of Residence 5 is complete.
- The park wide emergency plan is about 95% complete. We are combining all hazardous materials information as well as utility locations for interagency communication during emergencies. It's ready for a staff review and edits
- Development has progressed into the contract phase for money to refurbish the CDA Parkway restrooms and replace tile at the boat launch. Ryan has coordinated with North Region maintenance crew for some much-needed trail work down to the moorage docks

# COEUR D'ALENES OLD MISSION STATE PARK – WILL NISKA, MANAGER

Customer Service

• Mission and Visitor Center open. Brought on additional seasonals to help prepare for summer. Use of the park is increasing

### Park/Program Usage

• Total Quarter traffic count: Jan-1,933/Feb-1,512/Mar-1,960

Counts are as follows:

- VC: 303 groups 885 people
- Exhibit/Museum: 100 groups 345 people
- Video: 127 groups 373 people

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Interpretive Programming	1	2
Jr. Ranger Programming		
School Programming	2	57
Special Events	Wedding $= 1$	20
	Graduation =	
	Mass =	

Preservation of Natural, Cultural, and/or Historical Resources

• The artifact "Mans Shirt" was deinstalled from the museum in January. This item was returned to the National Museum of the American Indian in Washington D.C.

# Staff Training

- OJT Cross training for TOC Ranger at Old Mission
- Manager attended the Statewide managers meeting in Boise
- Manager attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training

• Administrative Assistant attended First-Aid/CPR, Stop the Bleed training and Reservation/Registration training

Strategic Plan Actions

- Action Item: Complete the needed repairs and preservation work on the Cataldo Mission porch and façade. Complete needed repairs to pathways from the Visitor Center to the Mission, Parish House to the Mission, and Mission to the overlook area to allow for greater accessibility. Replace outdated wheelchair lift at the Mission
  - Comments: Formal response from the tribe has been received. Director and Manager met with Tribal leaders to discuss the project Development is in the process of drafting a response to the Tribe's requests
- Action Item: Assess interpretive exhibits within the Parish house, work with the Tribe to update exhibit
  - Comments: Discussions with the tribe have been started.
- Action Item: Transplant traditional food/bird/butterfly garden from the north side to the south visitor center planting bed
  - Comments: Completed
- Action Item: Develop an Interpretive Plan for the park
  - Comments: Currently working on

Park Manager's Narrative

- Lease manager met with park staff to start the discussion of how this position will assist with managing leases
- Manager attended interviews for vacant Ranger position at Old Mission and Managers Meeting in Boise
- Manager met with Immaculate Conception to discuss behavior and use of park areas while at the Mission
- Park received first edits of new film for comments.
- Mission lift was recertified
- SCFD 2 fire chief toured the park with Manager.
- Manager participated in a promotion interview panel for Shoshone County Fire District 1

# TRAIL OF THE COEUR D'ALENES – WILL NISKA, MANAGER

Customer Service

• Minimal staff on trail, removing trees and cleaning restrooms as needed

#### Park/Program Usage

Total for the Months: Jan-5,847/Feb-5,687/Mar-8,282

- Wallace 1,665/1,102/1,842
- Harrison 2,026/1,375/1,913
- Enaville 1,485/2,116/2,546
- Kellogg 671/1,094/1,981

#### Program Services

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Jr. Ranger Programming	0	0
School Programming	0	0
Special Events	0	0

# Staff Training

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- OJT Cross training for TOC Ranger at Old Mission
- Ranger attended the full CEO training in Boise on Feb 27-March 5th

### Strategic Plan Actions

- Action Item: Review and update previously proposed Adopt-a-trail program. Make available to local companies and organizations
  - Comments: First draft of handbook complete. This has been presented to the Trail Commission and will be reviewed at the next Commission meeting
  - Action Item: Explore the feasibility of a bike swap program supported by local companies.
    - Comments: Discussions have started with local companies and cost information has been obtained from similar programs
- Action Item: Work with local City Chambers to identify future programs that would benefit users of the trail as well as the local community
  - Comments: topic has been brought up to some of the local chambers, no feedback yet

### Park Manager's Narrative

- A large tree fell on the Enaville bridge, damaged two entrance wings on the bridge in the process.
- Manager attended Managers Meeting in Boise
- Admin Assistant and Manager met with Lease Manager to discuss associated lease agreements on the TOC
- Manager attended teleconference with ITD about I-90 bridge work to be completed in 2024-2025
- Manager attended pre bid meeting for City of Kellogg Storm Water construction project
- Natural Resource Manager and Park Manager toured Osburn with contractor do discuss vegetation clean up and removal

# HELLS GATE STATE PARK – STEVE KUSKIE, PARK MANAGER

Customer Service

- Lewis and Clark Discovery Center: open 9:00am 5:00pm, seven days a week, except holidays
- Marina store, operated by Snake River Adventures: closed for the winter
- Jack O'Connor Center: open on Tues-Saturday, 10:00 4:00 and Sunday, 1:00 4:00

#### Park/Program Usage

- Birch and Cottonwood loops were closed in January and February but opened for the weekend of March 11<sup>th</sup>
  - The Hells Canyon Archers' Sage Brush Shoot is the catalyst to Cottonwood being open
- Aspen loop is open for campers with nine full hook-up sites, and 17 sites with just electric. Four camper cabins are available
- Usage of the camping facilities showed an up-tick all quarter even though the weather fluctuated the quarter with some very cold conditions
- Some of the marina customers at this time of the year are the larger boats that stay in the water year-round, or customers who want year-round access
  - Camper cabins: averaged usage: Jan-11% /Feb-19% /Mar-29%
  - Full hookup sites: averaged usage: Jan-13% /Feb-32% /Mar-45%
  - Electric sites: averaged usage: Jan-5% /Feb-5% /Mar-26%
  - Basic campsites: averaged usage: Jan-0% /Feb-0% /Mar-5%
  - o Marina two moorage docks: averaged usage: Jan-15% /Feb-16% /Mar-16%

#### Program Services

• Special Events – 4

- Annual First Day Hike was held in January
- The annual "Edge of Hell" trail run occurred on February 25th, with an anticipated 50 100 runners participating.
- Also on February 25th, the local disc golf club conducted their annual "When Hell Freezes Over" tournament expecting nearly 100 participants. We do not have an accurate count of actual participants currently
- The annual *Sage Brush Shoot* held by Hells Canyon Archers saw approximately 347 participants in the month of March

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Jr. Ranger Programming	0	0
School Programming	0	0
Special Events	4	547 (est)

Preservation of Natural, Cultural, and/or Historical Resources

- Winter leaf cleanup operations stalled for a but when the parks Kubota tractor was out for repairs, but thankfully, with the help of region funds, the tractor is back, operational and clean-up is in full swing with most volunteer staff on board
  - Staff is formulating plans to best utilize the 'blitz' approach to large scale projects. That is, schedule the most amount of people possible to lessen the workload and get results in a short time
- Hells Gate received the North Region's stump grinder to assist with the many stumps needing to be removed and trees are being limbed, stumps ground, and leaves collected in-between days of snow accumulation
- Cadets from the Idaho Youth Challenge Academy have spent multiple days performing blackberry removal and leaf clean up and we hope to continue to host them throughout the upcoming season

# Staff Training

- Park Rangers Chris Thomas and Dylan Goodell attended online training to keep their applicators license valid
- Park Ranger Dylan Goodell and Assistant Manager Jeff Smith attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- Park Manger and Ranger Dylan attended the Reservation and Registration training at Hells Gate
- Park Ranger Tyler Barron attended the full CEO training in Boise Feb 27-Mar 5

# Strategic Plan Actions

- Enhancements of the marina, bike trail and cabin furnishings are underway
  - The marina should prove to be a revenue increase evident by years past numbers when the marina was in full swing
  - Placement of A and B strings should occur late April/early May
- The cabins are getting new mattresses and there is discussion with development regarding what type of heating/cooling units would work best to replace the aging and failing current ones. This is a CIP list project

#### Park Manager's Narrative

• Hells Gate State Park ushered in the New Year with our annual First Day Hike. Weather was conductive to hiking, cool but dry. Hikes were self-guided this year. Chili, hot coffee, and cocoa provided a chance for folks to warm up and socialize in the Lewis Clark Discovery Center upon completion of the hike. Turnout and participation was good

- Purchases of registration products such as boat and snowmobile registrations are steadily increasing. Camping usage increased compared to the prior month. The boat launch facility has a small but consistent group of daily users. Hikers and equestrian riders are also making a daily showing, especially on the nicer days. Disc golf remains a consistent draw on the weekends
- On February 6th, the contracted renovation of the marina restroom began, it is going well and is expected to be complete in May.
- Pile driving operations for the new marina docks began in early February, only to be stopped by the USACE due to permit issues. After a short delay, pile driving proceeded again and was complete at the end of February. Old dock sections that had been wrangled to the north end of the marina were also removed and hauled offsite for disposal by the contractor.
  - With pile driving operations complete, the next step will be the delivery and installation of the dock sections scheduled for late April/Early May
- A limited crew of volunteers have been working around wet, cold, and snowy conditions to clean up the fall leaves, grind stumps, and limb trees.
- Day use traffic is increasing with hikers and equestrian riders making a daily showing, especially on the nicer days
- The new Manager, Steve Kuskie began early March

# HEYBURN STATE PARK – NATHAN BLACKBURN, PARK MANAGER

### Customer Service

- This quarters customer service needs were similar, centering on assisting customers in the Visitor Center with collecting and verifying customer insurance requirements, lease payments, snowmobile registration, and planning for next year's vacations.
- Waterfowl hunters and the occasional TOC users were the main customer base in the park. There were a few educational opportunities to inform users of hunting rules within the park and that fees are in effect year-round

Park/Program Usage

- Traffic increased from December 2022 by 78%. This is likely due to a warm spell and overall better weather. We did have a 14% decrease compared to January 2022
- Traffic decreased from February 2022 by 15%. This due to the continued closure of Lakeview Cottage for renovations and particularly cold and snowy weather. Compared to January 2023, the traffic remained about the same
- Traffic increased from February 2023 by 63% due to the weather warming up and the trails being more accessible. There has been a decrease from March 2022 by 20%, possibly due to the additional snow that we had

#### Program Services

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Jr. Ranger Programming	0	0
School Programming	0	0
Special Events	0	0

Preservation of Natural, Cultural, and/or Historical Resources

• We had a tree fall on a flush CCC bathroom at Plummer Point. Development was contacted and it was decided to include the repair as a change order on the Rocky Point Lodge project

# Staff Training

- Staff attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- Vicky McMaster completed the following trainings through DHR for our staff:
   Communication, Accountability, Emotional Intelligence, Setting Expectations, Coaching,
   Providing Feedback, Motivation, Documentation, Progressive Discipline, Performance Evaluations and Leaders in Motion

### Strategic Plan Actions

Park Manager's Narrative

- Work continued on Lakeview Cottage. The foundation, bathroom shower, and trim are still in the process of being worked on. A rail also remains to be put around the new deck area
- We are still waiting on the concrete for the CXT flush toilet at Chatcolet. Water line and Wastewater projects are moving forward
- In wastewater issues, our small pump has been down since late December. It needs new bladder diaphragms, which are over \$1,000 each. We're waiting on those parts, and until then the large pump will be in use
- Remaining work on Rocky Point Lodge is still to be scheduled (French drain, handrails, steps to back entry, parking lot improvements, and ADA entrance compliance)
  - Park staff is continuing work on locating furnishings
- A timber sale was completed for trees that needed to be thinned from the park and along the main water line on Chatcolet Road so it can be replaced
  - The Chatcolet Road water line replacement project preliminary engineering report was approved by DEQ and finalized plans are being worked on. Work should begin in mid-April
- Park Ranger Kris Sneve worked on renovations on the bathroom at the Manager's House
- Management and office staff have been occupied with marina lease renewals and verifying information from lease holders per new requirements. With this being the first year of insurance requirements, leases are taking between 30 minutes to an hour to process, with extensive work with insurance agents occurring
- We also welcomed new additions to our staff. Randy Rausin accepted the Maintenance Craftsman position, and Lexi Daire accepted the Administrative Assistant position. We're very excited with these new additions to the Heyburn team and hope to go into the summer season strong

# MCCROSKEY STATE PARK – NATHAN BLACKBURN, PARK MANAGER

Customer Service

- Customer service needs for the quarter were very little, due to snowy conditions, the roads are mostly impassable
  - Due to slightly warmer temperatures at the later part of March, it was possible to get a little further into the park, but not all the way through yet

#### Park/Program Usage

- Traffic counter has not been resetting, so the actual amount is unsure.
- Usage is very minimal given that the road is mostly impassable from the snow fall

#### Program Services

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Jr. Ranger Programming	0	0

School Programming	0	0
Special Events	0	0

Preservation of Natural, Cultural, and/or Historical Resources

• Ranger Ava Cocking is working on compiling historic information on McCroskey and updating the interpretive signs throughout the park

### Staff Training

• None – McCroskey Ranger Ava Cocking was not able to attend CEO training this year

### Strategic Plan Actions

• None

### Park Manager's Narrative

- Given the weather and road conditions, the park is not very accessible at this time.
- Ranger Ava Cocking returned to duty after maternity leave, and has been working on new park maps, updated informational brochures, and completion of the park sign manual as well as, assisting with Heyburn lease payments and customer service needs
- McCroskey will be sharing two AmeriCorps members with Heyburn.
  - Ranger Ava Cocking will be their main supervisor and has been coming up with a work plan and projects for them to accomplish. They will help with maintenance, park beautification, and park interpretation programs.
- A new map of McCroskey has been created. Ava is also working with Chris Zajchowski (University of Idaho and IDPR) to establish a use survey of the park.
- There has been coordination with the U.S. Forest Service to begin grading Skyline Rd. in the spring. A new shelter is also in the works to be built at Mile Post 12

# <u> PRIEST LAKE STATE PARK – LONNIE JOHNSON, PARK MANAGER</u>

Customer Service

- Large amounts of snowmobilers came to play in the area in January, so we began manning the avalanche beacon sign on the weekends
  - Everyone has been happy to have their beacons tested
- We continued to groom the trails with some additional snow in the later part of January

# Park/Program Usage

- Fishing slowly picked up at the lake, brining in several boats per week in January
- Cabin use on weekends has been steady and the boat launch was getting used, until Indian Creek Bay froze over at end of February
  - No boats were able to launch the entire month and ice was not thick enough for ice fishing
- Day use had more visitors with skiers continuing to use and enjoy the nice snow and freshly groomed ski trails

# Program Services

- January 7th, we held our annual Free Ski and Snowshoe Day. The weather was perfect with sunshine. Priest Lake Nordic Club brought over skis, poles, and boots for use along with volunteers to help teach ski lessons. Infinity café from Priest River came and served coffee. We had an outdoor above ground fire pit for people to roast hotdogs and make smores. Staff guided numerous people out on snowshoes. More than 100 people enjoyed making memories skiing, snowshoeing, and enjoying the wonderful outdoors.
- Some of the staff lead a group of Girl Scouts, from the Cheney area in Washington, on a guided snowshoe tour around our groomed trails. They were able to teach them about cold weather safety

and what to bring when you go. The experience was well received, and the Girl Scouts would like to return in the future to complete a service project with us

Program Type	No. of Programs	No. of Attendees	]
Experiential Programming	0	0	Preservation
Interpretive Programming	1	2	<u>of Natural,</u>
Jr. Ranger Programming	0	0	<u>Cultural,</u>
School Programming	0	0	and/or
Special Events	1	100	<u>Historical</u>
	·	•	Resources

• Staff continued to fall hazardous trees at Indian Creek this month

### Staff Training

- Manager attended the Statewide managers meeting in Boise Jan 24-25<sup>th</sup>
- 3 staff attended the CEO refresher training in CDA Feb 25-27<sup>th</sup>
- 2 staff attended the full CEO training in Boise Feb 27-March 5<sup>th</sup>
- 3 staff attended CPR and First Aid and Stop the Bleed training in CDA on Feb 27<sup>th</sup>
- 4 staff attended the classroom portion of ice rescue training at Priest Lake on Feb 24<sup>th</sup>
- 1 staff member completed the Supervisory training classes online in March
- 2 staff members attended the Reservation and Registration in CDA on March 15<sup>th</sup>

#### Strategic Plan Actions

#### Park Manager's Narrative

- The all-managers meeting was attended on Jan 24-25<sup>th</sup> in Boise.
  - Excellent topics were brought up and discussed ranging from Risk Management, housing, firearms, permits, and many more during the two days
- The first few weeks of February brought warmer than average temperatures and no snow. The ski trails have still been getting use. The last week of February brought a small amount of snow, and we were able to groom trails again and then it got cold enough to freeze the Indian Creek Bay. The last couple days of the month brought back the snow with more expected in the next few days. Winter is back.
- March started out with great snowfall and ended with spring-like temperatures.
  - Dickensheet and Lionhead campgrounds still snowed shut as of March 31<sup>st</sup>
- Headquarters furnace in staff office area failed on March 26<sup>th</sup>. A1 heating and cooling came out March 31 and found heat exchange is broken. Furnace is red flagged. Waiting to get price on new furnace

# ROUND LAKE STATE PARK – MARY MCGRAW, PARK MANAGER

### Customer Service

- Park staff provided regular updates to phone and web services to keep customers informed of operational changes for the current season and no changes have been seen or brought forth with regards to customer expectations
- Visitor Center hours have been reduced this quarter, we have no scheduled hours
- We have been working on projects, repairing, and preforming maintenance on facilities and equipment

- Park use has been steady with nice days and lots of ice on the lake, till the last week of March
- Hikers, snowshoers, skiers, dog walkers, ice fisherman, as well as campers, enjoyed the park this quarter

### Program Services

- Winter tracks program started in January with 3 programs. The students from local schools participated in three to five sessions each day. There was tree ID, orienteering, mammals, tracks and leave no trace/ Bear awareness
- In March the program shifted to focus on high school programing. The students from the charter school participated in four sessions.
  - The students learned about tree identification along with pest and disease to trees, they sharpened their skills in the use of a compass & maps.
  - We talked about careers in the natural resource field and finished the day with a short service project (installing MCH packets) which they were able to use some of the skills they taught

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Jr. Ranger Programming	0	0
School Programming	7	307
Special Events	0	0

Preservation of Natural, Cultural, and/or Historical Resources

• Awarded RV Grant to fund the installation of defined living pads for each campsite in conjunction with vegetation management plan to protect resources and enhance camping experiences in the fall and continue into the next year

#### Staff Training

- Manager attended the Statewide managers meeting in Boise
- Manager and both rangers attended annual CEO refresher training at NR Office to include, Defensive Tactics, First-Aid/CPR and Stop the Bleed training
- Manger and both rangers completed annual Cyber Security training

#### Strategic Plan Actions

• Working on installation of defined living pads at each campsite and vegetation management plan as provided by the RV grant to protect the resource and enhance visitor camping experiences

#### Park Manager's Narrative

- Manager attended/participated in the following meetings:
  - The north region manager conference call
  - All Staff Region Meeting
  - Manager attended the Statewide managers meeting in Boise
  - Interpretation team meeting
  - Non-Native Aquatics Community of Practice Quarterly zoom meeting to network with other agencies (Forest service, Fish & Wildlife service, BLM) regarding invasive aquatic species
- Park staff was invited to do a live broadcast on the local radio station (KRFY) "community conversations" program to promote Round Lake State Parks winter activities and upcoming Park improvements
- Manager completed the annual LSAS report required to stay in compliance by Panhandle health
- Manager putting together and finalized a concession agreement for a fishing outfitter (Longdrift outfitters) for spring fishing within park boundaries
- Manager has been working with Friends of Scotchman peaks to coordinate the winter tracks program at the park

- Ranger worked to coordinate the Ranger round up training in April
- We have worked to put together a video for Chelsea's (HQ) video challenge
- We have had the furnace repaired several times; a new control panel was installed but the repair person has pointed out the furnace is prematurely wearing out with the high moisture in the basement
- Completed the planning process for FY 25 budget the B-7 and enhancement needs list

   Identified 5 priorities for the CIP list
- Several local volunteers have been helping the rangers at the park with a lot of campgrounds clean up and ongoing trail maintenance work
  - Felling dead standing trees in the volunteer site area that were affected by the bark Beetle
  - Grinding stumps in the campground
  - Table boards were sanded, varnished and now ready to be assembled

# WINCHESTER LAKE STATE PARK – STEVE KUSKIE, PARK MANAGER

Customer Service

- This quarter has seen winter holding on strong. We had a good amount of yurt usage with the lake ice still being fishable. Our day use was slow during the week but steady over the weekends
- Permits and retail picked up slightly as the quarter progressed, with folks out for a day drive or "just to see what the park looks like"
- The ice is still solid so it will be well into April before we see open water.

Park/Program Usage

- Appaloosa Loop: averaged usage: Jan-2/Feb-5/Mar-1
- Bitterroot/Camas: averaged usage: Closed for the winter
- Tamarack Yurt: averaged usage: Jan-19%/Feb-40%/Mar-29%
- Snowberry, Lodgepole and Ponderosa: averaged usage: Jan-28%/Feb-25%/Mar-17%

Program Services

Program Type	No. of Programs	No. of Attendees
Experiential Programming	0	0
Interpretive Programming	0	0
Family Movie Nights	0	0
Jr. Ranger Programming (Saturday A.M.)	0	0
Jr. Ranger Programming	Self-Guided	0
School Programming	0	0
Special Events	0	0

Preservation of Natural, Cultural, and/or Historical Resources

- <u>Natural</u>: During the winter months, we have the opportunity to burn our slash piles. Our main pile near the residence was touched off and burnt clean. We took care of a couple more throughout the campground but have more yet. If the weather stays like it is, minimal snow, we will keep this effort going
- Plans are being made for this seasons MCH application. This is a partnership effort involving a number of entities this season. We hope to start applying in mid to late April.
- A continued thinning/burning plan from IDL has been approved by Fish and Game. The plan is a multi-year effort to return the entire WLP area to its historical Ponderosa Pine Sahara. It comes with identified burn intervals to keep WLP and WLSP on track for years to come
- <u>Cultural/Historical</u>: More interpretive panels throughout the park could be added to discuss the diverse history of the area that the park encompasses. From the Nez Perce perspective, as well as

the mill history. Also, there are unique geologic features whose history could be discussed. The cost of these panels is the biggest hurdle for the park

### Staff Training

- New ranger and manager took several micro training courses from DHR
- All three staff members attended the following training at Hells Gate State Park
  - Idaho Boating safety class
  - Registrations and Reservations training
- All three staff attended this year's Ice Rescue training
- Ranger Lauren completed Supervisory Academy, 80 hr. CEO and NEO
- Ranger Beth attended a tribal relation webinar

#### Strategic Plan Actions

- Providing new interpretation programs January will be the start of our partnership with Snow school. Local schools will begin to come out and complete activities focused on the snowpack
- Increasing revenue we have looked into raising the rates of our yurts based on the improvements made last season. This will align with the nine-month widow allowing needed amenities time to be acquired to achieve uniformity amongst the four yurts.

#### Park Manager's Narrative

- Winter is still holding on, but spring is starting to push in. Summer equipment will start being moved into the shop for its spring start-up.
- Our hosts positions are filled, and our office staff is one position shy. We are starting to interview for maintenance staff.
- There will be a transition in management soon as the current manager is headed to Hells Gate

#### SOUTH REGION QUARTERLY REPORT JAN- FEB-MAR 2023

**MISSION:** To provide a safe and unique experience while preserving, protecting, and enhancing recreation. To interpret natural, cultural, and historic values. To maintain park infrastructure for visitor services and programs while looking for new opportunities.

### **GOALS:**

- Ensure that all facilities are kept clean and hazard free.
- Utilize both paid and volunteer staff to staff visitor centers and entrance booths to answer questions and sell park permits.
- Patrol parks ensuring user needs, user safety, and resource protection are a priority.
- Assess operations and opportunities to ensure quality experiences are provided.

# SOUTH REGION SERVICE CENTER – THERESA PERRY, SOUTH REGION BUREAU CHIEF

- Closely communicated with the park managers in the monitoring their FY23 operating and seasonal budgets as well as the south region budgets (operations, manor maintenance, road and bridge).
- Worked closely with park managers and administrator of operations to finalize SR budget requests for FY25 (equipment needs, classified staff, and operations and seasonal budgets).
- Completed the prioritization of the capital improvement plan for FY25 with park managers, development bureau staff, and fellow region managers.
- Continued working with parks for new programming, special events, new potential partnerships, and new and returning concession opportunities.
- Worked with park managers on operational details for several concession agreements.
- In January, region managers and the administrator of operations collaborated to provide a twoday operations meeting.
- Continued agency policy reviews and discussion with region managers and park managers, primary focused on the housing and CEO policy during this quarter.
- Worked closely with the agency's Attorney General representative, Risk Management, the north region manager, and park managers to determine the appropriate amounts and types of insurance required for moorage customers.
- Continued monitoring of many development projects across the region, which included the Eagle Island campground project, Ponderosa's Kokanee Cove project, the Bruneau Dunes observatory project and planetarium concept, and several projects that will move forward in the spring.
- Continued to work closely with the Lake Cascade Park manager and executive staff regarding the details (i.e., terms and conditions, operational requirements) for the two marina concepts at Lake Cascade.
- Interviewing and hiring permanent vacancies seems to be an ongoing process as staff move around or leave the agency. During this quarter a new administrative assistance was hired the position provides support for the administrator of operations, the south region manager, and the grants supervisor. Interviews for the Eagle Island Park manager position were conducted. Unfortunately, a candidate was not secured so the position will be re advertised in April.
- Provided support for the Idaho Free Winter Access Day in January at Lake Cascade. Also provided interpretive/educational programs within the community with community partners throughout this quarter.
- Worked closely with the SE Administrative Assistant, and the Lucky Peak manager and successfully planned, attended, and implemented the new Compliance Enforcement Officer (CEO) training and the 20-hour refresher training. A total of 18 new CEOs and 31 CEOs attended the refresher. Additionally, a new team of six field staff make up the CEO team. This team along

with the region managers will meet to begin reviewing the CEO policy, and training and equipment needs. Met with park managers and discussed the concept of securing a law enforcement position that could provide additional support and be shared between two park locations.

- Provided additional support for Eagle Island and Three Island due to staff shortages.
- Parks continued to provide great, safe service throughout the winter, and continued working on various maintenance projects as time permits.
- Continued to have weekly operations conference call with the region managers and administrator of operations which are very beneficial.
- All annual performance evaluations for the south region were completed, reviewed, and submitted.

#### BRUNEAU DUNES – BRYCE BEALBA, PARK MANAGER

Customer Service

- The main observatory building has been closed for the winter and has broken its track, we are working with development on bids for repair.
- The Capitol for a Day event was held in Bruneau after which numerous attendees visited the park at the invitation of Director Buxton. Manager Bealba provided a tour of the new observatory.
- We set up an internship for the observatory with a \$1000/mo. stipend.
- We are understaffed in visitor services and maintenance.
- Plans are being finalized for the intern housing project at the Steele-Reese building. <u>Park/Program Usage</u>
- The car count for January was 961, February 1114, and March 1938.
- The Visitor Center had 127 visitors in January, 271 in February, and 973 in March.
- We had 12 sandboard rentals in January, 50 in February, and 139 in March.
- Overall day use and camping have been slow given the colder temperatures and snowstorms.
- Spring break spanned 2 weeks and while we saw an overall increase in day use and camping, we were still slow in comparison to past years.

Type of permit issued (after event)	No. of Permits	No. of Attendees
Group Use Permit		
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

- No programs were offered this quarter as our interpreter was laid off for the winter.
- We have hired a seasonal interpreter who will start April 19.

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

- An unmanageable number of gophers invaded both campgrounds, causing significant of damage.
- Asphalt removed from the observatory parking lot was ground up and used to firm the dirt road surface down to the Small Lake boat ramp.
- Repairs have been made to the Broken Wheel domestic water system plumbing after discovering the pipes and valves were rotted. The restroom and campground are now open.
- We requested funds through CIP to fix several miles of downed fences due to cows entering the park from neighboring grazing allotments.
- Region Crew graded the observatory road.
- Staff reseeded the observatory lawns and used hand lines to water the area until the observatory irrigation sprinkler system is repaired by the contractor.
- We continued to remove dead and dying trees in the campgrounds, mostly a result of the well failure and ongoing irrigation issues and purchased 150 of seed to replant the Observatory, Eagle Cove, and Broken Wheel campgrounds.
- We continued to fill the lakes from the Snake River recharge pump.
- Roads in the park are deteriorating at an increased pace and the main entrance road is close to becoming a hazard. CIP requests have been made for repairs.
- We are working to install a filtration system for the ranger's house to eliminate the arsenic levels in the well.
- Increased sightings of large carp in the Small Lake are worrisome. The lake was treated around 2000 and has been a valuable fishery and resource.

Staff Training

- Park Manager Bealba completed his final year of State Park Leadership School and attended the Managers/OPS meeting in Boise.
- Ranger Hendrickson completed her certification as an IDPR First Aid/CPR trainer.
- One ranger attended the full CEO, and two employees attended the CEO refresher.
- Two employees attended Reserve America training at headquarters.

# Manager's Narrative

- We met with Scott Williams in February to discuss internet, network, and security system needs at the observatory.
- Our reservation season started and water was turned on March 17.
- The housing being constructed at the Steele Reese dormitory will be used for interns (1-2), but it does not satisfy the park's need for housing to properly staff the Maintenance and Visitor Services Dept.
- The new observatory is close to the end of construction with the majority of the interior completed, leaving the parking lots and walkways to be completed when the temperature permits. We are working on a plan for a Grand Opening event but will likely have a soft opening for a weekend or two prior, campers only, to practice operating the system.
- Staffing shortages will, once again, likely delay completion of the Dark Sky application but we are hopeful to get it completed and in place by the opening of the observatory.
- The addition of the new telescope will necessitate an increase in seasonal employee funding as we will need to hire at least two part-time astronomers. We may be able to attract interns hired through the NASA grant at BSU.

# EAGLE ISLAND –, PARK MANAGER

Customer Service

- Park staff continued to respond to visitors requesting Gateway Park Snow Hill reservations via email and phone.
- Staff continued to coordinate with small and large group reservation requests for 2023 calendar.
- Park staff plowed snow and de-iced roads, sidewalks, and main parking areas to maintain access. <u>Park/Program Usage</u>
- Traffic count was 13,183 in January, 12,098 in February, and 9,243 in March.
- The park had a slight increase in visitors compared to last year in January and February, but a decline in March.
- Group Use Permits were issued to Veterans for Vets, Pulse Endurance Runs, 4-H Adventure Camp, and Treasure Valley Cup.
- Local police agencies continued to use our fields and outbuildings for K-9 and drone training.
- Two concessions operate daily Wild Beginnings Nature School & Gateway Parks Snow Hill.

<b>Type of permit issued</b> (after event)	No. of Permits	No. of Attendees
Group Use Permit	4	465
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

- Park staff attended two job fair events held at BSU and Rocky Mountain High School.
- Park staff hosted one education program with Wild Beginnings Nature School.
- Park staff participated in one one-site experiential program with the University of Idaho 4-H Adventure Camp.

Program Type	No. of Programs	No. of Attendees
Experiential Programming	1	20
Traditional Interpretation		
Environmental Education	1	15
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site	2	~600

Preservation of Natural, Cultural, and/or Historical Resources

- Park staff continued to patrol the park's historical buildings and look for damage from vandalism.
- Park staff met with development staff and University of Idaho students for potential landscape architectural project ideas for historic buildings.

#### Staff Training

- Ranger Kelsea started Code Enforcement Officer Training.
- Park staff completed their annual Cyber Security training, CEO refresher, and CPR/First-Aid training.

#### Manager's Narrative

• Spoke with Mike Dimmick from the Boise River Flood Control District #10 about deadfall and debris clean up on the South Fork of the Boise River adjacent to the park boundary.

- Met with farming lease representative to discuss contract renewal for 2023 and the impact that the campground project will have on the leased/farmed fields within the park.
- Park staff worked with the local Idaho Fish and Game Warden regarding illegal dumping of hunted geese in North fork of Boise River adjacent to the park boundary (IRS # 3950).
- Work with development and contractors on lift station repairs has been completed. New life station lid has been installed.
- Ada County Sheriff's Office provided a speed limit radar trailer to assist with controlling vehicle speed limits. We are working with them to receive additional vehicle patrols at the park.
- Working with DEQ and development staff on previous domestic water well modifications. DEQ has requested that no water is to be served to the public until issues are resolved.
- Demolition has begun on the west restroom remodel.
- The visitor center remained closed for the season.
- The park continued to employ two winter seasonal staff to assist with continued winter usage due to the Gateway Parks snow hill operation.
- Park staff is updating dog policy signage assist with rule enforcement. A small amount of signage has been ordered and park staff is discussing strategic placement.
- Phone contacts have been initiated and several interviews with potential seasonal applicants have been arranged. Offers have been sent to volunteer park maintenance hosts for the summer.

### LAKE CASCADE – BLAKE PACKER, PARK MANAGER

Customer Service

- The park continued to sell all registration products and has seen an increase in snowmobile permit sales throughout January.
- Park staff collaborated with IDFG on the management of a new winter access location on Stonebraker Road. This included providing recommendations to IDFG staff on signage, snow removal operations, traffic and parking plans, and visitor conflict mitigation. A decision was made by IDFG staff to close access to this location at the end of March to prevent any resource damage due to poor snow conditions.
- Park staff continued to groom the parks three Nordic Trails throughout the month of January and February, being limited in March.
- The park completed snow removal at nine winter parking areas.

- All winter parking areas were at or over capacity throughout January with nearly record high day use activities and overnight camping throughout February and March.
- The park experienced significant visitation from individuals seeking ice fishing throughout January and February and saw a decrease in March with warmer temperatures.
- Two ice fishing tournaments occurred during the month of February; The Cascade Cup which had around 800 participants and the Deep Freeze for Firefighters which had around 50 participants.
- Osprey Point Group Use Area had five reservations in January with a total of 13 days, four in February for a total of nine days, and three reservations for a total of five nights in March.

Type of permit issued (after event)	No. of Permits	No. of Attendees
Group Use Permit	2	1200+
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

- Park staff worked with multiple partners to hold the Idaho Free Winter Access Day event on January 7 at the Park Loop Nordic Trail at Van Wyck and had an estimated 83 participants.
- Park staff worked with event coordinators, Cascade City, and Valley County officials to plan the Idaho Sled Dog Challenge at the Van Wyck unit. The event was held on January 29 through February 2 and had an estimated 600 spectators present during the 100 mile and 300 mile starts.
- Park staff assisted Mountain Charter School with their Trout in the Classroom (TIC) program.

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site	1	83

Preservation of Natural, Cultural, and/or Historical Resources

Park staff continued to monitor unauthorized motorized access into closed units to prevent resource damage.

Staff Training

- Park staff attended IDPR Avalanche Awareness and Snowmobile Operators training in January.
- Various staff members attended the North and South Region IDPR CEO Refresher training, First Aid, CPR & AED training, IDPR Compliance Enforcement Officer (CEO) training, IDPR Reservation and Registration training.

Strategic Plan Actions

Continue to work in conjunction with IDPR Development Bureau to ensure the completion of Blue Heron Boat Ramp Improvements and Crown Point Accessibility Docks Improvements.

Manager's Narrative

- The park has seen a significant increase in snowmobiles operating inside of closed units off designated roads or trails. Park staff are considering different options to address these issues including installing trail cameras to observe violators, Facebook Posts to inform the public of rules related to these issues, and developing a press release to educate the public on this matter.
- Many of the parks volunteer recruitment were completed, and volunteer paperwork was completed and submitted to the IDPR Volunteer Coordinator. The lack of housing and affordable housing options has continued to be a limiting factor in the recruitment of seasonal staff.
- A limited number of seasonal employee applicants are available. All seasonal positions in the park are being sought with an emphasis on recruiting a seasonal Interpretive Ranger.

### LUCKY PEAK – SURAT NICOL, PARK MANAGER

**Customer Service** 

- Ice and snow have restricted access to all three units and staff cleared roads and walkways. •
- All three units are off leash until May 1. This has been a very popular change.
- Disc golf course use increased with warmer weather in March.

- Idaho Mountain Search and rescue held their annual vehicle training at Spring Shores.
- Sandy Point hosted the She Power half marathon and 5k with approximately 250 runners.

<b>Type of permit issued</b> (after event)	No. of Permits	No. of Attendees
Group Use Permit	4	1050
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

• Polar Bear Challenge took place on January 1 and had 350 entries with approximately 300 spectators that raised about \$45,000 for the Make-A-Wish Foundation.

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

• Nothing to report.

# Staff Training

- Staff attended conferences on noxious weeds, bats, refugees, and a CEO refresher.
- Surat helped organize and teach new CEO candidates.

Manager's Narrative

- Four Eagle High students volunteered to help build a greenhouse, plant seeds, and clean up the pollinator garden at Sandy Point.
- The fuel system at Spring Shores has not been working properly and crews are still trying to trouble shoot issues with weather causing delays.
- Staff printed, prepared, and mailed off renewal contracts for 2023 moorage.
- Surat attended weekly Race to Robie Creek meetings.
- Bri has attended two college and one general career/job fairs to fill seasonal positions.
- Surat and ITS have an updated IRS system with the goal of April to be finalized.
- Surat was part of a focus group for Ada County Parks and Waterways for updating their master plan. Information has been compiled and will be part of ACPWW plans going forward.
- Jeff organized 12 volunteers form the local Master Gardeners Program to prune roses and trees at Sandy Point and Discovery which is now an annual event.

# PONDEROSA – MATT LINDE, PARK MANAGER

Customer Service

- The entrance station was staffed 21 days in February and about half of that time in March.
- The visitor center was staffed sporadically Tuesday through Saturday in January, 23 days in February, and less days in March, given the less demand.

- We had Free Ski Day and a ski race in January that brought about 300 users combined.
- We saw strong use in the Nordic pass and day use tickets in January and February.

<b>Type of permit issued (</b> <i>after event</i> <b>)</b>	No. of Permits	No. of Attendees
Group Use Permit	2	190
Special Use Permit	1	12
Film Permit		
Other permits		

Park Sponsored Program or Event

- The Roots Forest School had two events that brought about 300 people total.
- We spoke to 12 students and a teacher from Treasure Valley Community College about being a park ranger in January and had another group in February that we gave a presentation to.
- We did five school programs in February and had a total of 58 participants.

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation	1	12
Environmental Education		
Jr. Ranger Programming		
School Programming	136	1586
Special Events	4	228
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

- The fossil display is delayed due to waiting on the writer to deliver appropriate verbiage.
- The campground utilities replacement is on hold as we are waiting for a response on an appeal to our archaeologist's report that was not given approval after completion last summer.
- The plans to burn the meadow marsh this spring have been put on hold because of the deep snowpack and will most likely be left for a burn in the fall to treat the area.

### Staff Training

- Staff attended training on pesticides and autism awareness.
- Four staff members attended the CEO refresher, and one attended the full CEO training. Strategic Plan Actions
- Plans to rebuild the pole barn behind the shop are moving forward and we can expect our first delivery of structural steel to arrive in May.

# Manager's Narrative

- We are running low on funds and need to limit the number of hours seasonal staff can work.
- On average, we have three people a day who will submerge into the ice-covered lake as its health benefits are drawing more guests to the park.
- Our cabin cleaner gave her resignation and will be done before the winter season. We are struggling to replace her with someone who can match her productivity for an affordable salary.
- As of February, we had filled three of the six office positions and actively looking for more.
- The heavy snow this winter could potentially cause a delay in the opening of the campgrounds in May.
- We are hiring seasonal staff, and like all others, are trying to find places to house them. We are currently looking into MOSS, Brundage Mountain, and Tamarack resort to help with seasonal housing options. The housing that will replace Kokanee Cove this summer will help as well, although more will need to be done to attract the quality of folks needed to keep this park in shape.

# <u> Three Island – Nita Moses, Park Manager</u>

Customer Service

- The park currently has three seasonal employees, one of which be departing from IDPR on April 8.
- We have five volunteers but one will depart April 1 and two volunteers arrived March 30 to be camp hosts for April before transitioning to the visitor center.
- Camping opened in March but due to cool temperatures and water at individual campsites that had to remain off, we made potable water available at the dump station as weather permitted. Park/Program Usage
- The Sunrise Shelter was used for the Western Whitewater Association gathering.
- OTHEC visitation was 140 in January, 225 in February, and 520 in March.
- The park was open for 20 days in January, 20 in February, and 23 in March.
- The visitor center was opened to the public for 140 hours in January, 140 hours in February, and 161 hours in March.
- We had visitors from ten states and Spain, Germany, and South Africa.

Type of permit issued (after event)	No. of Permits	No. of Attendees
Group Use Permit	1	75
Special Use Permit		
Film Permit		
Other permits		

Park Sponsored Program or Event

Program Type	No. of Programs	No. of Attendees
Experiential Programming		
Traditional Interpretation		
Environmental Education		
Jr. Ranger Programming		
School Programming		
Special Events		
Special Events Held Off-Site		

Preservation of Natural, Cultural, and/or Historical Resources

• Nothing to report.

Staff Training

• Staff attending a CEO refresher, registration and reservations, and cyber training.

Manager's Narrative

- An electrical outage began February 22 from a transformer to the shop and the shop was without power for over 30 days. This caused delays and additional challenges for the park staff in trying to open for spring operations. Staff worked with development bureau and contractors in completing the repair which required a new underground line to be put in.
- Site 23 had no electrical service at the pedestal. We installed new busbar and breakers that fixed the issue, and the busbar modules that were removed were cleaned up to be used for future replacements.
- Repairs and reprogramming to displays in the visitor center for audio, video, and lighting systems are scheduled for early April. This has been a long-term project that needed to be addressed.

# SOUTH REGION MAINTENANCE CREW – CHRISTOPHER RE, FOREMAN

### Bruneau Dunes State Park

- We graded the Equestrian area and the float tube launch.
- We finished the plumbing fix by the shower house, finished the land scaping, and added new valve boxes.



#### Eagle Island State

- We finished mucking out the irrigation from behind the slaughterhouse to the east property line.
- We bulldozed the piles of muck out of the way of the walking path and tried to manage the piles for next year.
- We used the bulldozer to help level the gravel road in the park as the warm and cold variations had made the road hazardous to drive.
- We pushed up the burn pile.

### Lucky Peak

• We worked with the park staff to remove approximately 20 hazardous trees from the area and brought them to a different location.