

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 04 / 26 / 24

Date of meeting 05 / 01 / 24

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Maeve Nevins-Lavtar, Parks Planning & Development Manager

Address: 1123 Lake St., Sandpoint, ID 83864

Phone number and email address: 208-946-2711/mnevinlavtar@sandpointidaho.gov

Authorized by: Jason Welker, CPD Director

name of City official

City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: A24-5100-3: Selkirk Rec. District Watershed Trails Memo of Understanding ("MOU")

Summary of what is being requested: Request to approve MOU Agreement between the City and the Selkirk Recreation District (SRD) for property located within the Little Sand Creek Watershed for the purposes of funding, design, construction and maintenance of a trail as described within Agreement.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ Yes ☒ No

If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?

Yes or No

Pend Oreille Pedalers "POP"

Yes

Schweitzer Mountain Properties

Yes

Alterra (Schweitzer)

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: ☐ Yes ☒ No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

☐ Yes ☒ No

☐ Yes ☒ No

5. Have all the affected departments been informed about this agenda item? **Yes or No**

☒ Yes ☐ No

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: 05/01/2023

TO: MAYOR AND CITY COUNCIL

FROM: Maeve Nevins-Lavtar, Park Planning & Development Manager

SUBJECT: Request to approve Memorandum of Understanding **A24-5100-3** between City of Sandpoint and Selkirk Recreation District

DESCRIPTION/BACKGROUND:

Request to approve MOU **A24-5100-3** between City of Sandpoint and Selkirk Recreation District for a non-exclusive agreement to fund, design, construct, maintain, and utilize City of Sandpoint property located in the Little Sand Creek Watershed (LSCW)-Lower Basin, for purposes of mountain biking and inclusive of other multi-use singletrack trail users. This MOU agreement is a two-year term agreement with the option for a three-year renewal beginning May 01, 2026. SRD has been a responsible trail steward for over a decade and this collaborative partnership is a result of the recently adopted 2023 Little Sand Creek Watershed Recreation Plan.

SRD has funded, constructed, and maintained most of the trails located within the upper basin portion of the Little Sand Creek Watershed, which connects to the City's Lower Basin trail system.

STAFF RECOMMENDATION: Staff asks City Council to consider approval of the Memorandum of Understanding **A24-5100-1** between City of Sandpoint and Selkirk Recreation District.

ACTION: Staff asks City Council to approve the Memorandum of Understanding **A24-5100-3** between City of Sandpoint and Selkirk Recreation District.

WILL THERE BE ANY FINANCIAL IMPACT? No

HAS THIS ITEM BEEN BUDGETED? No

ATTACHMENTS:

- Proposed Resolution
- Memorandum of Understanding **A24-5100-3** Selkirk Recreation District
- Map Exhibit

No: 24-
Date: May 1, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: MEMORANDUM OF UNDERSTANDING (MOU) WITH SELKIRK RECREATION DISTRICT (CITY AGREEMENT NO. A24-5100-3)

WHEREAS: The City of Sandpoint (“City”) holds title to certain real property west of Sandpoint within the area commonly known as the Little Sand Creek Watershed (“Watershed”), a drinking water source for the greater Sandpoint region;

WHEREAS: The City is dedicated to the management of its lands and maintaining the highest quality water and environmental health in the Watershed;

WHEREAS: Selkirk Recreation District (“SRD”) has funded, constructed, and maintained most of the trails located within the upper basin portion of the Little Sand Creek Watershed, which connects to the City’s Lower Basin trail system, and has been a responsible trail steward for over a decade; and

WHEREAS: As a result of the recently adopted 2023 Little Sand Creek Watershed Recreation Plan, the City has had the opportunity to form a collaborative partnership with SRD, with a Memo of Understanding prepared for the purpose of documenting the intended cooperation between the parties for the design, construction, maintenance, and preservation of selected aspects of the trails that lie within the Watershed.

NOW, THEREFORE, BE IT RESOLVED THAT: On behalf of the City, the Mayor or his designee is authorized to execute the Memo of Understanding referenced herein (City Agreement No. A24-5100-3), a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: This MOU supersedes any and all previous License Agreements between the City of Sandpoint and Selkirk Recreation District.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANDPOINT AND SELKIRK RECREATION DISTRICT**

I. Purpose – The purpose of this Memorandum of Understanding (MOU) is to establish a mutually beneficial relationship between the City of Sandpoint (City) and Selkirk Recreation District (SRD) for the purpose of providing a framework for stewardship assistance on trails and trail facilities within City-owned parcels, including the funding, planning, design, construction, and maintenance of mountain bike optimized trails within the Lower Basin of the Little Sand Creek Watershed, hereinafter referred to as the, "Lower Basin."

II. Agreement Term - This MOU shall commence on May 1, 2024 and terminate on April 30, 2026, provided with the option that this MOU may be extended thereafter for an additional three (3) year term upon the mutual written agreement signed by the parties, unless either party notifies the other of its decision to terminate the MOU. Such notification must be furnished to the other party in writing at least 30 days before the MOU is terminated.

III. Property Control – Portions of the Lower Basin are owned by the City and recreation activities are operated by the Parks Division of the City's Community, Planning, & Development Department, hereinafter referred to as, "CPD". The Lower Basin trails shall be optimized for bikes, including Class 1 e-bike, however the trails may be shared by other users such as hikers, dog walkers, trail runners, berry pickers, etc. All rules and regulations governing park property shall remain in effect.

IV. Trail Availability - Trails within the Lower Basin network will be open to all public use. The Lower Basin will be closed to the public when an approved recreation event is scheduled and permitted. All events must first be approved by the City.

V. FEES – No fee shall be established or collected for the public use of the trails within the Lower Basin without explicit approval of the City. Promoters may only charge for participation in permitted events.

VI. Funding – SRD agrees to fund construction of a new trail segment within the Lower Basin, including but not limited to the design, construction, and equipment rental.

VII. Planning and Design - SRD will work with the City to plan and design an approximately 0.5-mile segment of two-directional, primary uphill trail between switchback 6 and the roundabout on Schweitzer Mountain Road (see Appendix A), as envisioned within the 2023 Adopted Little Sand Creek (LSC) Watershed Recreation Plan. The planning and design process will include a site visit with a representative from the City's CPD team before construction commences to confirm the proposed trail's alignment and layout to best fulfill the vision of the LSC Watershed Recreation Plan. SRD shall flag the proposed trail alignment prior to scheduling a trail alignment review, only after which approval for construction may be granted.

VIII. Construction – SRD will oversee the construction of the described segment of new trail in compliance with all applicable City, State, and Federal regulations and standards. The City will inspect the site throughout the construction process, ensuring that construction activities are consistent with terms of this MOU. All construction plans must first be reviewed and approved by the City. All trail design, features, signage, and construction shall meet the guidelines as recommended by the International Mountain Bike Association (IMBA), or substantially similar industry-accepted methods will be used to construct the trail. Any structures such as bridges must be built in compliance with the US Forest Service Standard Trail Plan designs, and plans for structures must be submitted to the City for

review before construction begins. **Substantial Completion date of December 31, 2024.**

IX. Maintenance - Upon completion of new trail construction the new trail segment (and its associated corridor up to 10 feet from either side of the trail's tread) and features will be managed between the City and SRD. SRD will assume trail maintenance responsibilities for the new segment, consistent with SRD's current maintenance responsibilities on trails on adjacent private properties between the roundabout and switchback 6 on Schweitzer Mountain Road. Trail signage shall be included in the project scope and consistent with other Lower Basin trail signs, including the addition of an emergency response locate, GPS coordinates, and coordination with the Pend Oreille Pedalers for the inclusion in all associated maps and web-based trail applications.

X. Non-Funding Obligation - This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

XI. Insurance and Indemnification - SRD shall give prompt and timely notice to the City of any claim made or suit instituted which, in any way, directly or indirectly, contingently, or otherwise, affects or might affect either party.

SRD shall procure and maintain in effect during the term of this MOU, with companies licensed to do business in the State of Idaho, the following insurance:

At all times material hereto, SRD shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than the limits of liability provided Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act, for any losses sustained as a result of performance of the party's duties and responsibilities under this Agreement. SRD shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same minimum requirements as stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of SRD are its employees only and SRD shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY.

The SRD shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by SRD's wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

XII. Attorney's Fees - Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

XIII. Non-Discrimination - SRD, in conducting its activities pursuant to this MOU, shall not discriminate against any person because of race, gender, sexual orientation, religion, age, color, ancestry, or national origin by refusing to furnish such person accommodation, facility, privilege, or opportunity offered to members of the general public.

XIV. Principle Contacts:

_____, Selkirk Recreation District

Board President

Email:

Phone:

Maeve Nevins-Nevins, Park Planning and Development Manager, City of Sandpoint

MNevinsLavtar@sandpointidaho.gov

(208)-946-2711

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding intending it to become effective May 01, 2024.

City of Sandpoint:

Jeremy Grimm
Mayor

Date

Selkirk Recreation District

DocuSigned by:
patrick werry

patrick werry
Board President

4/29/2024

Date

Attest:

Melissa Ward, City Clerk

APPENDIX A – PROPOSED TRAIL ALIGNMENT

The proposed trail alignment (blue line on map below) starts and finished on private property, but crosses in its middle portion onto City-owned property. Total trail length is approximately 0.5 miles, with approximately 0.35 miles lying on City property.

