

Deadlines Thursday - Oct 20 comm. mtg
Oct 5 - Nov 10 mtg

Valley County Planning and Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
cherrick@co.valley.id.us
208-382-7115



Conditional Use Permit Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input type="checkbox"/> Check # _____ or <input type="checkbox"/> Cash
FILE # <u>C.U.P. 22-40</u>		FEE \$ <u>waived</u>
ACCEPTED BY _____		DEPOSIT _____
CROSS REFERENCE FILE(S): _____		DATE <u>9-16-2022</u>
PROPOSED USE: <u>Winter Recreation Parking Area</u>		

When an application has been submitted, it will be reviewed in order to determine compliance with application requirements.
A hearing date will be scheduled only after an application has been accepted as complete or if applicant requests the hearing in writing.

Applicant's Signature: [Signature] Date: 9/15/22

The following must be completed and submitted with the conditional use permit application:

- ☒ A detailed project description disclosing the purpose, strategy, and time frame of construction. Include a phasing plan if appropriate. Address fire mitigation, utilities, fencing, access, emissions, dust, noise, and outside storage.
- ☒ A plot plan, drawn to scale, showing the boundaries, dimensions, area of lot, existing and proposed utilities, streets, easements, parking, setbacks, and buildings.
- ☐ A landscaping plan, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list indicating the size, quantity, location and name (both botanical and common) of all plant material to be used. *n/a*
- ☐ A site grading plan clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development. *n/a*
- ☐ A lighting plan. *n/a*
- ☒ Names and addresses of property owners within 300 feet of the property lines. Information can be obtained through the GIS Portal at www.co.valley.id.us. Only one copy of this list is required.
- ☐ Ten (10) copies of the application, project description, plot plan, landscaping plan, grading plan, and impact report are required. *VC will produce 9*

We recommend you review the Valley County Code online at www.co.valley.id.us
or at the Planning & Zoning Office at 219 North Main Street, Cascade, Idaho

Subject to Idaho Statute Title 55 Chapter 22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

APPLICANT Valley County Parks & Rec & IDFG - Jordan Messner PHONE [REDACTED]
Owner ☐ Purchaser ☐ Lessee ☒ Renter ☐

MAILING ADDRESS Valley County Courthouse ZIP 83611

EMAIL [REDACTED]

PROPERTY OWNER Michael Herrin

MAILING ADDRESS PO Box 983, Cascade, ID ZIP 83611

EMAIL [REDACTED]

AGENT / REPRESENTATIVE Jordan Messner - IDFG PHONE [REDACTED]

MAILING ADDRESS 555 Deinhard Lane, McCall, ID ZIP 83638

EMAIL [REDACTED]

CONTACT PERSON (if different from above) Jordan Messner - IDFG

MAILING ADDRESS _____ ZIP _____

EMAIL _____ PHONE _____

PROPERTY INFORMATION

ADDRESS OF SUBJECT PROPERTY 21 Stonebreaker Lane

PROPERTY DESCRIPTION (either lot, block & subdivision name or attach a recorded deed with a metes and bounds description.)
SW corner of the intersection of Stonebreaker Lane & Highway 55

TAX PARCEL NUMBER(S) RP15N03E350006

Quarter NE Section 35 Township 15N Range 3E

1. PROPOSED USE: Residential ☐ Civic or Community ☒ Commercial ☐ Industrial ☐

2. SIZE OF PROPERTY 0.5 Acres ☒ or Square Feet ☐

3. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY ARE AS FOLLOWS:

residential → motorhome & shed

4. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, and/or soil or water contamination)? If so, describe and give location: No

5. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES:

North agricultural - no buildings

South agricultural - no buildings

East residential - home

West agricultural - no buildings

APPLICATION DETAILS

6. MAXIMUM PROPOSED STRUCTURE HEIGHT: n/a

7. NON-RESIDENTIAL STRUCTURES OR ADDITIONS (If applicable):

Number of Proposed Structures: 0

Number of Existing Structures: 1

Proposed Gross Square Feet

1st Floor _____

2nd Floor _____

Total _____

Existing Gross Square Feet

1st Floor 50

2nd Floor _____

Total 50

8a. TYPE OF RESIDENTIAL USE (If applicable): Single family residence ☒ Multiple residences on one parcel ☐

8b. TYPE OF STRUCTURE: Stick-built ☐ Manufacture Home ☐ Mobile Home ☒ Tiny Home ☐ Other ☐

8c. SQUARE FOOTAGE OF PROPOSED RESIDENTIAL STRUCTURES (If applicable): n/a

SQUARE FOOTAGE OF EXISTING RESIDENTIAL STRUCTURES: 400

8d. DENSITY OF DWELLING UNITS PER ACRE: 1

9. SITE DESIGN:

Percentage of site devoted to building coverage: 0

Percentage of site devoted to landscaping: 0

Percentage of site devoted to roads or driveways: 100

Percentage of site devoted to other uses: 0, describe: _____

Total: 100%

10. PARKING (If applicable):

a. Handicapped spaces proposed: —

b. Parking spaces proposed: 20

c. Number of compact spaces proposed: —

d. Restricted parking spaces proposed: —

e. Are you proposing off-site parking: N

Office Use Only

Handicapped spaces required: _____

Parking spaces required: _____

Number of compact spaces allowed: _____

11. SETBACKS:

BUILDING

Office Use Only

PARKING

Office Use Only

Proposed

Required

Proposed

Required

Front n/a _____

Rear _____

Side _____

Side Street _____

12. NUMBER OF EXISTING ROADS: 0 Width: _____

Existing roads will be: Publicly maintained? ☐ Privately Maintained? ☐ or Combination of both? ☐

Existing road construction: Gravel ☐ Paved ☐ or Combination of both? ☐

13. NUMBER OF PROPOSED ROADS: 0 Proposed width: _____

Proposed roads: Publicly maintained? ☐ Privately Maintained? ☐ or Combination of both? ☐

Proposed road construction: Gravel ☐ Paved ☐ or Combination of both? ☐

14. ARE SHARED DRIVEWAYS PROPOSED? If so, please explain why. Yes ☐ No ☒

15. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS:

electric & water (well)

16. PROPOSED UTILITIES: none

Proposed utility easement widths _____ Locations _____

17. SEWAGE WASTE DISPOSAL METHOD: Septic ☐ Central Sewage Treatment Facility ☐

☒ portable units

Name: _____

18. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual Well: ☒

If individual, has a test well been drilled? _____ Depth _____ Flow _____ Purity Verified? _____

Nearest adjacent well _____ Depth _____ Flow _____

19. DRAINAGE (Proposed method of on-site retention): N/A

Any special drains? _____ (Please attach map)

Soil type(s): _____

(Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)

Stormwater Prevention Management Plan will need approval from Valley County Engineer.

20. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?

(Information can be obtained from the Planning & Zoning Office) Yes ☐ No ☒

21. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes ☐ No ☒

21. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes ☐ No ☒

23. IS THERE ANY SITE GRADING OR PREPARATION PROPOSED? Yes ☒ No ☐

If yes, explain:

site will be leveled & graded for parking area

24a. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☒ No ☐

Are you proposing any alterations, improvements, extensions or new construction? Yes ☒ No ☐

If yes, explain: 200ft. of irrigation ditch will be moved 10ft to the west to accommodate more parking

24b. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights and are in an irrigation district. Submit letter from Irrigation District, if applicable.

25. COMPLETE ATTACHED WEED CONTROL AGREEMENT

26. COMPLETE ATTACHED IMPACT REPORT

Irrigation Plan

(Idaho Code 31-3805)

This land: ☒ Has water rights available to it
☐ Is dry and has no water rights available to it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water deliver entity ... **no subdivision plat or amendment to a subdivision plat or any other plat or map recognized by the city or county for the division of land will be accepted, approved, and recorded unless:**"

- A. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- B. The owner filing the subdivision plat or amendment to a subdivision plat or map has provided for the division of land of underground tile or conduit for lots of one acre or less or a suitable system for lots of more than one acre which will deliver water to those landowners within the subdivision who are also within the irrigation entity with the appropriate approvals:
1. For proposed subdivisions located within an area of city impact, both city and county zoning authorities must approve such irrigation system.
 2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands (e.g., irrigation district).

To better understand your irrigation request, we need to ask you a few questions. Additional pages can be added. A list of the map requirements follows the short questionnaire. **Any missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners as part of final plat approval.**

1. Are you within an area of negotiated City Impact? _____ Yes ☒ No

2. What is the name of the irrigation district/company and drainage entities servicing the property?

Irrigation: Gold Fork irrigation

Drainage: _____

3. How many acres is the property being subdivided? n/a

4. What percentage of this property has water? 100%

5. How many inches of water are available to the property? n/a

6. How is the land currently irrigated? ☒ surface ☐ sprinkler ☐ irrigation well
☐ above ground pipe ☐ underground pipe

7. How is the land to be irrigated after it is subdivided? ☐ surface ☐ sprinkler ☐ irrigation well
n/a ☐ above ground pipe ☐ underground pipe

8. Describe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.

n/a

9. Is there an irrigation easement(s) on the property? ☒ Yes ☐ No

10. How do you plan to retain storm and excess water on each lot? n/a

11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)

n/a

Irrigation Plan Map Requirements

The irrigation plan must be on a scalable map and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on your map:

- ☐ All canals, ditches, and laterals with their respective names.
- ☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
- ☐ Pipe location and sizes, if any
- ☐ Rise locations and types, if any.
- ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- ☐ Slope of the property in various locations.
- ☐ Direction of water flow (use short arrows on your map to indicate water flow direction →).
- ☐ Direction of wastewater flow (use long arrows on your map to indicate wastewater direction —→).
- ☐ Location of drainage ponds or swales, if any where wastewater will be retained on property
- ☐ Other information: _____

Also, provide the following documentation:

- ☐ Legal description of the property.
- ☐ Proof of ownership.
- ☐ A written response from the irrigation entity and/or proof of agency notification.
- ☐ Copy of any water users' association agreement which shows water schedules and maintenance responsibilities.
- ☐ Copy of all new easements ready for recording (irrigation supply and drainage).
- ☐ If you are in a city area of impact, please include a copy of the approvals by the city planning and zoning commission and city council of your irrigation plan.

=====Applicant Acknowledgement=====

I, the undersigned, agree that prior to the Planning and Zoning Department accepting this application, I am responsible to have all the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior to the recording of the plat or building permit.

Signed: _____
Applicant

Date: ____/____/____



VALLEY COUNTY

WEED CONTROL AGREEMENT

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

Valley County Weed Department can be contacted at 208-382-7199.

By: _____
Applicant

By: _____
Valley County Weed Control

Date: _____

Date: _____

IMPACT REPORT (from Valley County Code 9-5-3-D)

You may add information to the blanks below or attach additional sheets.

- ❖ An impact report shall be required for all proposed Conditional Uses.
- ❖ Answer all questions. Mark N/A if the question is not applicable to your application.
- ❖ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:

1. Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, build-out, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.

This 1/2 acre lot will be used for ice fishing parking. The lot should service up to 20 trucks with trailers at a time. There will be signage to direct parking and traffic patterns, & we are working with the county on enforcement of site rules (i.e. no overnight parking).

2. Provision for the mitigation of impacts on housing affordability.

n/a

3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

- Construction work will take ~5 days & disturbance will be minimal.

4. Heat and glare that exist and that might be introduced from all possible sources such as autos in parking areas, outdoor lights, water or glass surfaces, buildings or outdoor activities.

This is a winter parking area that will serve to get vehicles off the highway & into a maintained parking area.

5. Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

No new emissions will be added. This parking area will accommodate use that already exists.

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wetlands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

N/A

7. Fire, explosion, and other hazards existing and proposed. Identify how activities on neighboring property may affect the proposed use.

n/a

8. Removal of existing vegetation or effects thereon including disturbance of wetlands, general stability of soils, slopes, and embankments and the potential for sedimentation of disturbed soils.

n/a

9. Include practices that will be used to stabilize soils and restore or replace vegetation.

~~gravel~~ gravel on highly travelled area

10. Soil characteristics and potential problems in regard to slope stability, embankments, building foundation, utility and road construction. Include suitability for supporting proposed landscaping.

n/a

11. Site grading or improvements including cuts and fills, drainage courses and impoundments, sound and sight buffers, landscaping, fencing, utilities, and open areas.

~~the~~ A second gate/entrance will be installed for pull-through access. Entire site will be graded for parking.

12. Visibility from public roads, adjoining property, and buildings. Include what will be done to reduce visibility of all parts of the proposal but especially cuts and fills and buildings. Include the impacts of shadows from new features on neighboring property.

- site is visible from HWY 55. Again, there is a congestion issue adjacent to 55 currently, & this will alleviate that issue & be an improvement to current conditions.

13. Reasons for selecting the particular location including topographic, geographic and similar features, historic, adjoining land ownership or use, access to public lands, recreation, utilities, streets, etc., in order to illustrate compatibility with and opportunities presented by existing land uses or character.

- this site is the most practical due to snow removal considerations on Stonebreaker Lane,

14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.

none, site will be free to use

15. Approximation of costs for additional public services, facilities, and other economic impacts.

~\$5K /yr. for snow removal & portable restroom service

16. State how the proposed development will impact existing developments providing the same or similar products or services.

This will help relieve pressure on other winter parking areas managed by IDPR

17. State what natural resources or materials are available at or near the site that will be used in a process to produce a product and the impacts resulting from the depletion of the resource. Describe the process in detail and describe the impacts of each part.

n/a

18. What will be the impacts of a project abandoned at partial completion?

none

19. Number of residential dwelling units, other buildings and building sites, and square footage or gross non-residential floor space to be available.

none

20. Stages of development in geographic terms and proposed construction time schedule.

- site development to start & end Nov. 2022.
- site to be used for parking Dec. 1 - Mar. 31 each year.

21. Anticipated range of sale, lease or rental prices for dwelling units, building or other site, or non-residential floor space in order to insure compatibility with adjacent land use and development.

none

Property Tax Exemption

New and expanding business may qualify for a property tax exemption for up to 5 years by meeting the qualifications in accordance with Idaho Code§ 63-602NN

Application must be filed with the Valley County Assessor's office before construction begins.

Protocols for qualifying property exemption in Valley County, Idaho:

- Application must be received prior to the start of construction (ex. Building Permits, excavation)
- Term of exemption, not to exceed 5 years, will be up to the discretion of the Valley County Board of Commissioners
- Retail sales business do not qualify
- Multi use may qualify excluding retail sale area
- Housing
 - Multi-family housing must have 5 units or more per structure.
 - Multi-Family housing units may qualify if more than one structure is built totaling 5 or more units
 - For local housing only (workforce)
 - Short term rentals not allowed
 - Units cannot be individually sold (e.g., no condominiums)
- Remodel and/or additions to existing businesses
 - Only the area of remodel/addition may qualify for exemption
 - Retail sales additions/remodel will not qualify

For further information regarding the 63-602NN application process and instructions, please contact the Valley County Assessor's office at 208-382-7126.

Stonebreaker Winter Parking Project – Project description for CUP application

Cascade reservoir (Lake Cascade) has become a world-renowned ice fishery. IDPR has commented that access areas currently managed by them are maxed out almost every day of the week in terms of carrying capacity. IDPR manages winter ice fishing access at the south end of Cascade near the town of Cascade, and at the northwest end of the lake near Tamarack. In 2020, IDFG and IDPR worked collaboratively to create and maintain a new parking area at the Boulder Creek unit. That location has been used extensively and will continue being managed as an ice fishing access area. IDPR signs and marks the area, and IDFG pays for snow removal and portable restroom service.

One access location that is in high demand, but currently offers very little opportunity, is Stonebreaker Lane (Sugarloaf Access). There is no snow removal on Stonebreaker Lane, so parking is limited to a 50ft entryway adjacent to HWY 55. This area gets very congested with ice anglers parking to access the lake, and causes safety and congestion concerns for highway travelers as well (see Appendix A).

IDFG has been working with a local landowner (Michael Herrin) to develop a short-term (5 year) access lease agreement for a winter parking area at the entrance of Stonebreaker Lane (see Appendix B). The terms of the agreement are for IDFG to invest in development improvements to the 0.5 acre parking area, provide snow removal and portable restroom service, and sign and enforce the rule and restrictions pertaining to use of the parking area. In exchange, Mr. Herrin will be compensated \$3k per year for the duration of the lease agreement.

The site plans are shown in Appendix C. They involve:

- Removal of old and installation of new culvert under existing 24ft gated entryway
- Removal of a section of fence and installation of a second 24ft gated entryway
- Relocation and reconnection of existing irrigation ditch approximately 10 ft to the west
- Site grading and leveling
- Minimal gravel work for “high-use” drivethrough
- Installation of signage and snow markers

We anticipate total cost somewhere around \$10-\$15k for this work. IDFG is using AccessYes! Funding for these improvements, as well as the annual compensation for the lease.

Once the parking area at Stonebreaker is completed (anticipated late-November 2022), there are several things the site will need in order to maintain functionality.

- Snow removal
 - IDFG and IDPR are working together on a snow removal plan that will include both Stonebreaker Lane and the Boulder Creek unit. This plan involved IDFG hiring and paying a contractor to take care of snow removal when accumulation is over 6”, and IDPR will take care of lesser amounts with their own equipment.
- Portable restroom service
 - IDPR will take over restroom service at the Boulder Creek unit to free up IDFG resources to pay for Stonebreaker Lane service
- Sign and snowmarker installation (fall) and removal (spring)
 - IDPR has agreed to take this on

- Spring cleanup of the site
 - IDPR and IDFG will tackle
- Enforcement of site rules
 - County has agreed to take this on

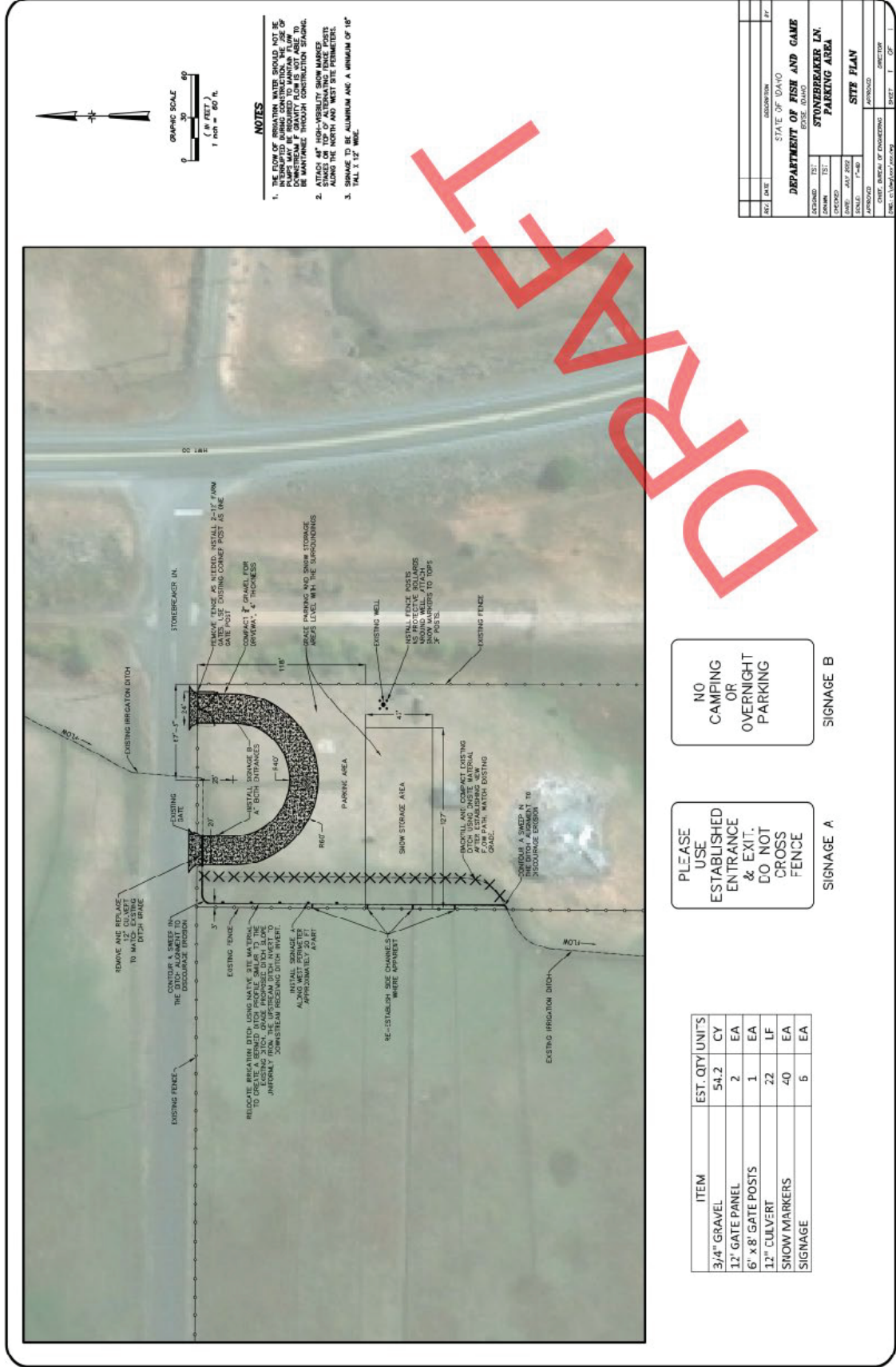
Appendix A. Photo showing congestion with current lack of parking at Stonebreaker Lane



Appendix B. location of Herrin Property



Appendix C. Site plan and materials estimate





ACCESS YES! **LEASE AGREEMENT**

I. **INFORMATION**

This is an agreement made effective upon the last date of signatures, between Idaho Department of Fish and Game (Department) and the owner or owner's legal designated representative of lands being enrolled in the *Access Yes!* Program (Cooperator).

Cooperator Michael S. Herrin

Ranch/Farm Name _____

Mailing Address P.O. Box 983

City Cascade, State Idaho, Zip Code 83611

Phone [REDACTED] Tax ID _____

Attach Completed W-9 Form

Department Contact Peter Ott LSC Phone [REDACTED]
(Please Print)

II. ACCESS AREA RULES

Funding- Full or partial funding for this agreement is made possible by a Voluntary Public Access-Habitat Improvement Program (VPA-HIP) grant from the U.S. Department of Agriculture, Farm Service Agency.

Conditions of the lease agreement shall be as follows:

1. Access parcels are open to all persons who are actively hunting and/or fishing.
2. Hunting and fishing opportunity are open for all legal species in accordance with Idaho Department of Fish and Game laws, rules and regulations.
3. All access is by non-motorized means (walk-in, horse access, mountain bike), unless posted otherwise. If posted open to motorized entry, travel is restricted to specific roads and trails outlined in the agreement and described as open on the website or physically posted as open.
4. All other activities require landowner permission. These include but are not limited to off-road motorized travel for game retrieval, target shooting, camping, professional dog training.

III. TERMS OF AGREEMENT

Through this agreement, the Department and the Cooperator will provide the public with equal opportunity free of any additional charge on an *Access Yes!* area established on the Cooperator's property. Access will be granted under the stated access area rules mutually agreed upon by the Cooperator and the Department. Information on those rules will be available on the *Access Yes!* website. Hunters and Anglers will not be required to purchase any services as a condition of access on any *Access Yes!* Area.

The term for this agreement is July 1, 2022 through June 30, 2027.

IV. INDEMNIFICATION

The Cooperator assumes and agrees to protect, indemnify and hold harmless the Department and its employees and agents from all liability and expense on account of claims, suits and costs growing out of or connected with this agreement. Provided, however, that the Department shall not be relieved hereby from liability for its own negligence or that of its employees or agents.

V. COMPENSATION

Payments are made to a landowner once a year after the end of general hunt season. This is generally thought to be the last part of December of each year.

- Compensation shall be: \$15,000 for 5 years, and \$10,000 in site improvements
- Number of private land acres enrolled: .5 acres
- Yearly payment amount: \$3,000 per Annum

*Payment is based on number of private acres enrolled in the program, if acreage amount changes in future years, the payment amount will also change.

The parties acknowledge that all the terms and conditions of Part A – Duties, Responsibilities, and Conditions; and Part B – General Terms of the Agreement are incorporated in and are part of the agreement and binding on the parties.

BY: [Signature] 14 Sep 2022 BY: [Signature] 8/31/22
(Cooperator) (Date) (Regional Supervisor) (Date)

PART A: DUTIES, RESPONSIBILITIES, AND CONDITIONS

1. **Department Responsibilities:** The Department agrees to provide the following services or materials (check appropriate entries):
 - a) ☒ Provide sign-in rosters, roster boxes (please circle supplied items)
 - b) ☐ Provide maps
 - c) ☐ Provide signs to cooperator
 - d) ☐ Issue maps of the access area
 - e) ☒ Provide sign installation at established access points

f) X Other

IDFG or other partner agency will be responsible for snow removal and the installation

and maintenance of a single portable restroom facility. Access to the public is seasonal only.

Seasonal access will be allowed from December 1st through March 31st in any contract year.

2. Termination and Default

The Department or the Cooperator may terminate participation in the *Access Yes!* Program if the terms of the contract are violated by the Cooperator. Notice of termination will be made in writing.

3. Inability to Fulfill Contract

The Cooperator or Cooperator's legal designated representative shall notify the Department immediately upon discovery of any occurrence which would affect the ability of the Cooperator to fulfill the provisions of this agreement. The agreement may be canceled and a Cooperator's participation in the *Access Yes!* program withdrawn at any time due to circumstances beyond the control of the Cooperator or the Department, such as death, illness, natural disaster, or acts of nature. If the Cooperator does not meet the provisions of this agreement, the Cooperator agrees to reimburse the Department funds on a pro-rated basis. This reimbursement will be within thirty (30) days of written notice by the Department.

Right to Deny Access

The Cooperator or the Department reserve the right to deny access to the Area for cause including, but not limited to: intoxication, violation of program rules, or previous misconduct on an *Access Yes!* area.

4. Temporary Closure

The *Access Yes!* area may be temporarily closed by the Cooperator in conjunction with the Department due to weather, fire danger, or other conditions or circumstances, which would place public safety or resources in jeopardy.

5. Department Access to Access Yes! Area

Through participation in the *Access Yes!* Program, the Cooperator agrees to permit Department personnel on the property for the purposes of enforcing fish and wildlife laws and maintaining contact with the Cooperator so as to respond to any needs, issues, or problems which develop over the course of the use season. By permitting Department personnel on the property, the Cooperator is not relinquishing any rights or control over property under his/her ownership or responsibility.

6. Liability Coverage

The Cooperator, through participation in the *Access Yes!* Program, is covered by the state recreational liability statute (36-1604), which limits the liability to landowners who allow recreation on their property without charge or other consideration or are enrolled in a state sponsored program.

PART B: GENERAL TERMS OF THE AGREEMENT

Because this agreement is a contract with the State of Idaho, there are certain conditions that are required by law to be included. They are as follows:

1. **Independent Contractor.** The Cooperator is an independent contractor and this contract does not establish employer-employee relationship with the Cooperator or any person employed by him/her for any purpose. Cooperator agrees to pay all state, federal, or local taxes, fees or other assessments related to employment of himself or any person employed by him to fulfill this contract.
2. **Access to Records.** The Cooperator shall permit access to any of his/her records necessary for post-audit and analysis to determine compliance with this contract.
3. **Assignment.** This contract may not be assigned or transferred nor may a subcontract be let unless both parties agree in writing in advance.
4. **Equal Employment Opportunity.** Pursuant to Section 67-5909, I.C., no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or natural origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.
5. **Execution.** Each party has full authority to enter into and perform this contract, and the person signing this contract on behalf of each party acknowledges that he/she has read this contract, understands it and agrees to its terms.
6. **Venue and Interpretation.** Venue for any court action arising under this contract shall be in ADA County Idaho. This contract will be governed under the laws of the State of Idaho.
7. **Designated Owner Representative.** For purposes of this contract, a Designated Owner Representative is an employee, family member or an individual with real property interest who, in signing this *Access Yes!* contract, acknowledges that he or she has been designated by the fee title holder as having the authority to enter this contract and utilize the lands described in it for the purposes of the *Access Yes!* Program.