

Date: March 20, 2025

To: Mayor Blad and Council Members

From: Anne Butler, Parks & Recreation Director

Re: Donation – Optimist Skatepark

I recommend accepting a donation from Southeast Idaho Skatepark Association (1402 Kiersten Drive, Chubbuck, ID 83202) to add some additional skateboard features to the construction plans for our new Optimist Skatepark which will be under construction in Spring 2025. Specifically, the \$25,000 donation will add an “Idaho” feature to the quarter pipe, a stair set, and an additional entrance off the stair set.

Dave Van Etten from the Skatepark Association has worked with Stacey and Brandon Nichols to raise funds to add a memorial at the future skatepark in memory of their son, Chevy Brandon Nichols. Chevy was a local skatepark enthusiast who enjoyed spending his time with his family and friends. A memorial plaque will be placed within the skatepark and on the ledge feature near the entrance.

The City Council may wish to authorize Mayor Blad to execute the necessary documentation to accept a donation from Southeast Idaho Skatepark Association and apply the donation to the Optimist Skatepark project as outlined.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: March 14, 2025
RE: Donation and Recognition Agreement

I have reviewed the donation and recognition agreement with the Southeast Idaho Skatepark Association. I have no legal concerns with the Council approving the agreement and authorizing the Mayor to sign the agreement.

Please let me know if you have any questions or concerns.

**OPTIMIST SKATEPARK
DONATION AND RECOGNITION AGREEMENT**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and entered into this _____ day of March, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as “City”, and SOUTHEAST IDAHO SKATEPARK ASSOCIATION, hereinafter referred to as “Skatepark Association”:

WITNESSETH:

WHEREAS, City is the owner and operator of the Optimist Park, located at North 8th Avenue and East Sherman Street, Pocatello, Idaho; and

WHEREAS, City intends to construct a skatepark at this location to be known as Optimist Skatepark; and

WHEREAS, the Skatepark Association has committed itself to be a positive influence for youth in Pocatello and worked together with the City of Pocatello to make park spaces more accessible to skateboarding; and

WHEREAS, Stacey and Brandon Nichols have worked with the Skatepark Association to raise funds to add a memorial to the future skatepark in memory of their son, Chevy Brandon Nichols, a local skateboard enthusiast who enjoyed spending time in local skateparks with his family and friends; and

WHEREAS, the Skatepark Association desires to add additional amenities to the newly constructed skatepark for all patrons to enjoy and to provide recreational opportunities in our community.

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

I. PREMISES

The Optimist Skatepark shall be located and operated at North 8th Avenue and East Sherman Street, Pocatello, Idaho.

II. TERM

The term of this Agreement shall commence upon City completion of the Optimist Skatepark project and shall continue for twenty (20) years after commencement. The Skatepark Association shall reserve the first option of agreement renewal at the end of the Agreement term, per terms and conditions outlined in Section V of this Agreement.

III. DONATION AND RECOGNITION AGREEMENT RESPONSIBILITIES AND BENEFITS

1. Skatepark Association Responsibilities

- a. Skatepark Association shall donate financial resources in the amount of \$25,000.00, per terms and conditions outlined in Section VI of this Agreement.

This donation shall be received by the City no later than June 1, 2025.

2. City Responsibilities

- a. City shall facilitate and install a high-quality memorial placard approximately 20” by 20” in size to include an image of Chevy Brandon Nichols, and summary of Chevy’s contributions, during the term of this Agreement. Said placard shall be mounted on a 4” by 4” metal post near the entrance of the skatepark or affixed to a future pavilion.
- b. City shall facilitate and install a metal nameplate on the face of the future ledge, as mentioned in Section IV. The metal nameplate will be approximately 8” wide by 36-40” long and shall say “In memory of Chevy Nichols”, exact font and coloring shall be chosen by Stacey and Brandon Nichols.

IV. OWNERSHIP OF OPTIMIST SKATEPARK

It is understood by both parties that the City shall own and operate the Optimist Skatepark, both current and future. Furthermore, it is understood by both parties that this Agreement, whereby Skatepark Association donates financial resources towards the construction of the Idaho feature on the quarter pipe, stair set and stair entrance in return for recognition benefits and considerations contained herein, does not provide ownership implications or conditions whatsoever of Optimist Skatepark for the Skatepark Association. The City shall at all times retain full and unencumbered ownership of the Optimist Skatepark upon its completion.

V. AGREEMENT RENEWAL PROVISIONS

1. First Option of Agreement Renewal. Skatepark Association shall be provided the first option of renewal at the end of this Agreement term.

2. General Renewal Terms and Conditions. Should there be a desire by both parties to renew this Agreement following the initial term, City and Skatepark Association representatives shall renegotiate terms and conditions for a continuation of Skatepark Association donation and recognition opportunities, via a revised future agreement that is acceptable to both parties.

VI. ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement between the Skatepark Association and City respecting the donation of financial resources towards the construction of the Optimist Skatepark, as well as the City's accompanying recognition responsibilities. It is agreed by both parties that donation and recognition terms herein provided correctly set forth the obligations of the Skatepark Association and City to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of both parties.

VII. NOTICES

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSEE: City of Pocatello
Attn: Parks & Recreation Director
P.O. Box 4169
Pocatello, ID 83205

LESSOR: Southeast Idaho Skatepark Association
Attn: David Van Etten
1402 Kiersten Drive
Pocatello, ID 83202
Dave.vanetten@gmail.com
505-690-8735

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

CITY OF POCA TELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI KENDELL, City Clerk

SOUTHEAST IDAHO SKATEPARK
ASSOCIATION

DAVID VAN ET TEN, Representative

STATE OF IDAHO)
 ss
County of Bannock)

On this _____ day of March, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, an Idaho municipal corporation, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such corporation 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.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

STATE OF IDAHO)
 :ss
County of Bannock)

On this _____ day of March, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared David Van Etten, representing the Southeast Idaho Skatepark Association, who executed the foregoing instrument on behalf of said Skatepark Association, and acknowledged to me that said Skatepark Association 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.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
My Commission Expires: _____