CITY OF VICTOR

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City Council Staff Report

REPORT DATE: January 8, 2026

MEETING DATE: January 14, 2026

SUBJECT	**Voluntary Stewardship and Maintenance Agreement between Victor Skatepark Foundation and the City of Victor**
ITEM TYPE	☐ Public Hearing ☐ Work Session ☒ Action Item
PRESENTER	Jeremy Besbris, City Administrator

APPLICABLE VICTOR VALUES

☐Culturally Historic	☒ Sustainable	☒ Connected to Nature
☒ Small Town Feel	☒ Family Friendly	☒ Administrative Need

PURPOSE & PROCESS:

The purpose of this item is for the council to seek approval for the City to enter into a Volunteer Stewardship and Maintenance Agreement with the Victor Skatepark Foundation (VSF). This agreement outlines roles and responsibilities for the ongoing stewardship of a new skatepark in Sherman Park

BACKGROUND/ALTERNATIVES

The City of Victor and VSF share a vision to provide a high-quality recreational facility for skateboarders and other wheeled sports enthusiasts. Sherman Park has been identified as the location for this new skatepark, which will be owned by the City and open to the public at no charge.

VSF has successfully secured over $150,000 in private donations to fund phase 1 of the skatepark project. On December 10, 2025, the City Council agreed to match this amount, bringing the total funding for phase 1 to a little more than $300,000. Once the attached Volunteer Stewardship and Maintenance Agreement is executed, VSF will contract with Dreamland Skateparks LLC to finalize the design and proceed with construction of the first phase. The City will hold the project funds and release them as construction progresses and invoices are approved by VSF. The agreement also establishes VSF's commitment to ongoing maintenance and stewardship of the skatepark, ensuring its long-term viability and safety for public use.

VSF is planning to host a public design charrette on February 17 at Victor City Hall. Community members will be invited to learn about the proposed design and provide feedback on the first phase, which aims to create an inviting, all-ability "flow" skate experience—something not currently available at other skateparks in the region.

ATTACHMENTS

Voluntary Stewardship Agreement (essentially an MOU by another name)

FISCAL IMPACT

The City's contribution of $150,000 will be funded through impact fees, which are eligible for use on permanent recreational amenities. The City will manage these funds and disburse payments as construction milestones are met. No additional operational burden is anticipated for Public Works beyond standard park maintenance outside the skatepark perimeter.

STAFF IMPACT
De minimis

LEGAL REVIEW
Reviewed

RECOMMENDATION
It is recommended that the council vote to approve the Voluntary Stewardship and Maintenance Agreement

SUGGESTED MOTION
I move to authorize the Mayor to execute the Volunteer Stewardship and Maintenance Agreement between the City of Victor and the Victor Skatepark Foundation, as presented.

[Roll Call Vote]

VOLUNTEER STEWARDSHIP AND MAINTENANCE AGREEMENT
Between Victor Skatepark Foundation and the City of Victor

This Volunteer Stewardship and Maintenance Agreement ("Agreement") is made as of the _____day of January 2026, between the City of Victor, a political subdivision of the state of Idaho (the "City") and Victor Skatepark Foundation, Inc. ("VSF"), a non-profit corporation registered in the state of Idaho. The purpose of this Agreement is to define the nature and scope of volunteer stewardship activities by VSF to benefit the City in providing – at no cost to the general public – a high-quality recreational experience for skateboarders, inline skaters, BMX riders, and other wheeled sports participants at Sherman Park. Sherman Park is owned and operated by the City for general public recreational use.

WHEREAS:

1. VSF wishes to design, construct, maintain and provide stewardship services for a new Victor Skate Park to be built from the ground up within Sherman Park, which is owned, controlled, and operated by the City of Victor.
2. VSF does not intend to charge the City of Victor for the services provided in order to design, construct, and maintain the Victor Skatepark.
3.The City of Victor wishes to accept VSF's offer to provide construction and maintenance services at the Skate Park at no cost to the City, while maintaining control and ownership of Sherman Park, including the area of the Victor Skate Park;
4. The parties understand and agree that the Victor Skatepark will be constructed as a new facility in phases, with each phase requiring City approval and permitting before construction may commence;

IT IS THEREFORE MUTUALLY AGREED THAT:

The City and VSF will work together to support the development and sustained operation of a Skate Park within Sherman Park as outlined in this Agreement, in accordance with the parties' respective staffing and resources. The City shall have exclusive control of the Victor Skate Park (hereinafter "Skatepark") and Sherman Park (collectively hereinafter "the Park"), and final authority for all matters concerning the Park, but will take into consideration user feedback and insights from VSF's connection to the Skatepark user's community. VSF will design and construct the new Skatepark from the ground-up at no cost to the City. VSF shall not have any management or enforcement authority regarding public use of the Skate Park. No joint venture is intended by this Agreement.

THE CITY'S OBLIGATIONS:

1. Approve the overall site plan for the Skate Park as depicted in Exhibit A, which site plan may show the project divided into multiple construction phases. Such approval may be subject to and conditioned on revisions and use restrictions and regulations.
2. Review and process permit applications for each phase of construction submitted by VSF in a timely manner, and notify VSF promptly upon completion of the permitting process for each phase. The City Council shall consider the waiver of any fees associated with permit review and processing of said permit applications.
3. Permit the use of the area designated for the Skatepark as shown in the site plan attached as Exhibit A, and authorize the construction of improvements shown on that site plan for each phase after successful completion of the permitting process for that phase. Such use shall, at all times, be subject to all rules and regulations imposed by the City Administrator.
4. Allow VSF to operate the Skate Park for general public use, free of charge to the general public, in accordance with all laws, applicable regulations, and permitting requirements, as set forth in this Agreement.
5. Make all reasonable efforts to communicate with VSF, and support VSF's stewardship efforts at the Skatepark and within Pioneer Park. Upon completion of construction phases and opening of the Skatepark (or any completed phase thereof) for public use, maintain responsibility for mowing and trimming the lawn outside of the perimeter of the Skatepark as depicted on Exhibit A, and maintaining all other areas within Sherman Park.
6. Upon completion of construction phases and opening of the Skatepark (or any completed phase thereof) for public use, provide appropriate trash and recycling receptacles at or near the Skatepark, and remove trash and recycling from those receptacles at appropriate intervals.
7. Upon completion of construction phases and opening of the Skatepark (or any completed phase thereof) for public use, provide adequate lighting at the Skatepark for evening use during appropriate seasons, subject to available City resources and compliance with applicable regulations.

VSF'S OBLIGATIONS:

1. VSF will design and construct a new skatepark facility from the ground up, providing to the best of its ability the services necessary to complete construction of the Skatepark under the direction of the City. VSF agrees that all construction shall be performed to professional standards consistent with industry best practices for skatepark design and construction, resulting in a facility of quality comparable to other professionally built skateparks ensuring structural integrity, user safety and long-term durability. The City acknowledges that some of these services will be provided by volunteers under VSF's direction.

2. VSF acknowledges that the Skatepark project will be constructed in phases as depicted in the site plan (Exhibit A). Each phase must receive separate approval and permitting from the City before construction of that phase may commence.
3. VSF will obtain all necessary permits required by law for each phase of construction prior to commencing work on that phase.
4. VSF agrees to complete construction of each approved phase within one (1) year from the date the City issues the permit for that phase. If VSF determines that completion of a phase within this timeframe is not feasible due to weather, funding, volunteer availability, or other circumstances beyond VSF's reasonable control, VSF shall notify the City in writing and request an extension, which the City may grant at its sole discretion.
5. VSF's construction at the Park will include building the Skatepark in general conformance with the site plan depicted on Exhibit A, including all skating features, safety fencing, landscaping, drainage systems, signage, and any associated amenities deemed necessary for safe operation.
6. Each phase of construction shall include all necessary finishing work to ensure that the completed portion of the Skatepark is safe and fully functional for public use, even if subsequent phases remain unbuilt.
7. Except as otherwise set forth herein, VSF will not construct any improvements at the Park without first obtaining written permission of the City, which permission shall not be unreasonably withheld. However, VSF and the City agree that VSF may take any appropriate and necessary action to mitigate any immediate safety threat to the public within the Skatepark known to VSF. When this occurs, VSF will communicate with the City with reasonable expediency, and will still seek written approval for the action taken, even if written approval must be sought after-the-fact.

Maintenance and Stewardship:

8. VSF will conduct regular inspections of the Skatepark facilities and report any safety concerns, structural issues, or needed repairs to the City in a timely manner.
9. VSF will perform routine maintenance of the Skatepark including, but not limited to:
    - Regular cleaning and debris removal from skating surfaces
    - Sweeping and pressure washing of concrete surfaces as needed
    - Removal of graffiti, unauthorized markings, or vandalism
    - Weed removal and vegetation control within the Skatepark boundaries
    - Minor surface repairs such as filling cracks or smoothing rough areas (with City approval for materials and methods)
    - Tightening or replacing loose hardware on ramps, rails, and other features
    - Touching up paint on metal features to prevent rust and corrosion
    - Maintaining landscaping within the Skatepark perimeter as depicted on Exhibit A

10. VSF will maintain any signage at the Skatepark, including safety rules, hours of operation, and emergency contact information, in coordination with the City.
11. VSF will monitor and address drainage issues within the Skatepark area to prevent water accumulation on skating surfaces.
12. VSF will conduct seasonal maintenance including:
    - Spring opening procedures (cleaning, inspection, minor repairs)
    - Fall closing procedures (securing loose items, final cleaning, winterization if applicable)
    - Snow and ice removal from skating surfaces when feasible and safe to do so
13. If requested, VSF will maintain a log of maintenance activities at the Skatepark.

Safety and Risk Management:

14. While performing any construction and maintenance activities at the Park, VSF and its members shall be deemed volunteers. VSF volunteers referenced in this paragraph are not City employees or independent contractors for the City.
15. VSF is hereby granted the authority to, and shall make reasonable efforts to, mitigate risk to the health and safety of the public during construction and maintenance activities occurring at the Park in accordance with this Agreement.
16. VSF will immediately notify the City of any dangerous conditions, significant damage, or safety hazards that require the City's attention or that may necessitate temporary closure of all or part of the Skatepark.
17. VSF will coordinate with the City regarding the posting of any temporary closure notices or safety warnings.

Community Engagement and Programming:

18. VSF will provide, to the best of its ability and when desired by both parties, stewardship services for the continued operation of the Skatepark through:
    - Educational programs promoting safe skating practices
    - Encouragement of responsible use and respect for the facility
    - Communications to the skating community and general public
    - Special events, competitions, and demonstrations
    - Youth outreach and skating clinics
    - Other projects that will assist the City in managing a skatepark that provides a high-quality recreation experience
19. VSF will provide written notice to the City of any change in VSF's staffing or personnel that will materially affect this Agreement.

INSURANCE

20. VSF shall maintain general liability insurance with limits of no less than $1,000,000 per occurrence at all times while the activities conducted by VSF are occurring at the Park and to have the City named as an additional insured on its insurance policy as to those activities. VSF's insurance shall be primary in the event of any personal injury arising out of the construction and maintenance activities of VSF as set forth in this Agreement. Each certificate must state that the insurance cannot be cancelled without at least 30 days written notice to the City.
21. VSF shall provide the City with a certificate of insurance evidencing the required coverage within thirty (30) days of the execution of this Agreement and upon each renewal of the policy.

MISCELLANEOUS

Any modifications to this Agreement must be made by consent of both parties in writing. This Agreement shall be effective until terminated. To terminate this Agreement, either party may provide the other party with written notice of intent to terminate at least 30 days prior to the termination date.

The parties have entered into this Volunteer Stewardship and Maintenance Agreement as of this _____ day of _____ 2026.

Victor Skatepark Foundation, Inc.	**City of Victor**
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____