

RESOLUTION NO. 377-25

APPROVE RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR USE OF CITY FACILITIES FOR YOUTH SPORTS BY CALDWELL BMX FOR CALDWELL RECREATION EFFECTIVE OCTOBER 1, 2025 TO SEPTEMBER 30, 2026.

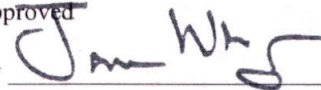
BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council has approved the Caldwell BMX. Agreement made a part hereof as set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 20th day of October, 2025.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 20th day of October, 2025.

Approved

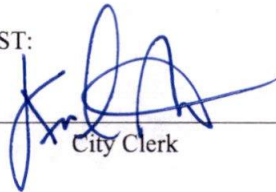
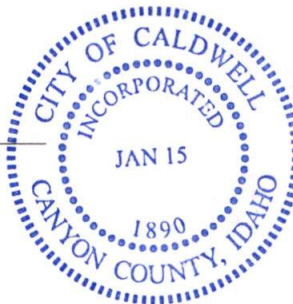
By



Mayor

ATTEST:

By


City Clerk

CALDWELL BMX TRACK USE AGREEMENT

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF OCTOBER, 2026, BY AND BETWEEN THE CITY OF CALDWELL, IDAHO, A MUNICIPAL CORPORATION OF THE COUNTY OF CANYON, STATE OF IDAHO, WHOSE PRINCIPAL ADDRESS IS 205 S. 6th AVE., CALDWELL, ID 83605 (HEREINAFTER, "CITY") AND, CALDWELL BMX AN IDAHO NON-PROFIT CORPORATION, WHOSE ADDRESS IS 8057 COLTERBAY DRIVE, NAMPA, ID 83687 (HEREINAFTER, CALDWELL BMX). CITY AND CALDWELL BMX MAY BE REFERRED TO HEREIN, INDIVIDUAL, AS "PARTY," OR, COLLECTIVELY, AS "PARTIES."

RECITALS

WHEREAS, the City owns certain real property used as a multi-purpose public park, at 4700 Skyway St, Caldwell, ID 83605; and,

WHEREAS, a portion of that property has been portioned off, by a fence, to be used as a bicycle motocross ("BMX") track for racing and practicing, said portion of the property being depicted on Exhibit A and referred to hereinafter as the "BMX Track"; and,

WHEREAS, the BMX Track is maintained by the City of Caldwell for use by the general public; and,

WHEREAS, Caldwell BMX is a non-profit corporation located in Caldwell; and,

WHEREAS, Caldwell BMX has members who are regular participants in the sport of BMX; and,

WHEREAS, Caldwell BMX regularly holds practices at which its members participate in BMX racing against one-another (hereinafter "Practice"); and,

WHEREAS, Caldwell BMX hosts races wherein members and non-members may participate in BMX racing ("Regular Races"); and,

WHEREAS, Caldwell BMX also hosts races that are recognized by larger, national BMX entities (hereinafter, "Special Events"); and,

WHEREAS, Caldwell BMX desires to use the BMX Track for the purposes of holding Practice, Regular Races, and Special Events; and,

WHEREAS, Regular Races and Special Events will require exclusive use of the BMX Track during those times that such races and events are conducted; and,

WHEREAS, City desires that Caldwell BMX will have the ability to exclusively use the BMX track for the purposes of Regular Races and Special Events; and,

WHEREAS, certain obligations and duties shall become the responsibility of Caldwell BMX in exchange for the use of the BMX Track for Practices, Regular Races, and Special Events; and,

WHEREAS, the parties desire to set forth their various roles and responsibilities as they relate to the BMX Track.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND THE FOREGOING RECITALS BEING INCORPORATED HEREIN AS IF SET FORTH IN FULL, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **USE OF BMX TRACK.** The City hereby grants priority use to Caldwell BMX the BMX track that is depicted on Exhibit A, subject to the terms and conditions contained in this agreement.
2. **TERM OF AGREEMENT.** The term of this agreement shall be for a period of approximately twelve (12) months, from the 1st day of October, 2025, until the 30th day of September, 2026, unless sooner terminated as provided herein.
3. **TERMINATION.** The City shall have the right to terminate this Agreement for any reason whatever by giving Caldwell BMX thirty (30) days' notice in writing, thereof.
4. **PAYMENT.** In exchange for the use of the City's facilities, Caldwell BMX shall pay to the City in the amount of two thousand dollars (\$2,000.00). The foregoing payment shall be due by November 30 of each year.
5. **USE OF BMX TRACK.** The BMX Track shall be used by Caldwell BMX as follows:
 - a. **General Public Use:** The track is to remain open to the public at all times, except as specifically set forth below. Caldwell BMX shall be responsible for locking the track when conditions do not permit safe use of the track and reopening the track when conditions improve and safe use of the track may resume. The track shall not be locked by Caldwell BMX at any other times. The City shall have the authority to unlock, or to demand that Caldwell BMX unlock, the track at any time, at the discretion of the City.
 - b. **Practice:** Caldwell BMX may use the track for Practice at any time, however, said use shall not be exclusive. Caldwell BMX shall not refuse members of the public access and use of the BMX Track during such times unless the same directly interferes with use of the track for Practice activities.
 - c. **Regular Races:** Caldwell BMX may use the track for Regular Races every Friday from April 1, 2026 to November 30, 2026. Said use shall be exclusive, and Caldwell BMX may exclude individuals from using the BMX Track during Regular Races. Said use shall begin at 4:00 PM and end at 10:00 PM.
 - d. **Special Events:** Caldwell BMX may use the track for Special Events. Said use shall be exclusive, and Caldwell BMX may exclude individuals from using the BMX Track during Special Events. No Special Event shall be held at the BMX Track without the prior approval of the City of Caldwell, which shall be in writing.

6. **SCHEDULING USE OF THE BMX TRACK.** Caldwell BMX shall provide the City with a proposed schedule of events each year. Said schedule shall be provided to the City by March 1st of each year. Said schedule shall include all proposed Practices, Regular Races, and Special Events and an estimate of the number of attendees for each of the same. The City shall have the discretion to approve the proposed schedule as provided, or to approve any version thereof with any modifications thereto. The proposed schedule shall not be final, nor shall any events take place at the BMX Track, until the City provides final approval of said schedule.
7. **CONDITION OF BMX TRACK DURING AND AFTER PRACTICES, REGULAR RACES, AND SPECIAL EVENTS.** Caldwell BMX shall be responsible for paying the cost to provide additional dumpsters and/or portable restrooms facilities at all Regular Races and Special Events. The City, in its sole discretion, may require additional dumpsters or portable restroom facilities, right of way permits, and any other necessary things be obtained for Regular Races and Special Events, the cost therefore to be paid by Caldwell BMX. Caldwell BMX shall be responsible for ensuring that all items and refuse are removed from the BMX Track following any Practice, Regular Race, or Special Event and that the BMX Track is returned to a clean condition. Any damage done to the BMX Track during any Practice, Regular Race, or Special Event shall be the sole responsibility of Caldwell BMX.
8. **INSURANCE AND RELEASES.** Caldwell BMX shall be responsible for making certain that all participants in races or practice sessions are covered under Caldwell BMX's insurance, which insurance is included in a membership in Caldwell BMX. If for any reason any participant in a race or practice shall not have insurance through Caldwell BMX's insurance, the participant shall be required to sign a waiver releasing the City from any responsibility or liability of any kind. If the participant is an adult, the participant shall sign the Release attached hereto as Exhibit B. If the participant is a minor, the participant's parents shall sign the Release attached hereto as Exhibit C.
9. **MAINTENANCE OF TRACK.** Caldwell BMX shall be responsible for maintaining the racing surface of the BMX Track in a good and useable condition, weed control in and around the track and on the back sloped area of the track, and removing garbage from inside the fenced area of the track. City shall be responsible for mowing, irrigation, weed control outside of the track area, and care of the trees at the BMX Track. City shall carry out the foregoing by any method, and in any manner, that it may, in its full discretion, deem appropriate, and City shall carry out the foregoing to the extent that it may, in its full discretion, deem appropriate.
10. **IMPROVEMENTS TO PREMISES BY CALDWELL BMX.** Caldwell BMX shall not make any improvements or alter the BMX Track in any manner without the prior written consent of the City. There are presently two small structures owned by Caldwell BMX, as depicted on Exhibit A. Caldwell BMX shall be responsible for maintaining said structures, shall not move said structures during the term of this Agreement without the prior written consent of the City of Caldwell, and shall be responsible for removing said structures if this Agreement terminates.
11. **MODIFICATIONS TO THE TRACK.** Caldwell BMX shall make no modifications to the racing surface or route of the BMX Track without the prior written consent of the City of

Caldwell. The City of Caldwell will make reasonable efforts to cooperate with and assist Caldwell BMX in making such approved modifications to the racing surface of the BMX Track.

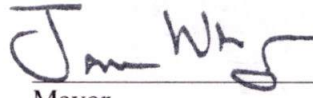
- 12. CITY INSPECTIONS.** The City or its employees or agents shall have the right of free access to the BMX Track and the surrounding premises at all times, including during Practice, Regular Races and Special Events.
- 13. NO SUBLEASING TRACK WITHOUT PRIOR WRITTEN CONSENT.** Caldwell BMX may not charge any third party for the use of the BMX Track without the prior written consent of the City of Caldwell. This section shall not apply to regular membership fees paid by individuals to Caldwell BMX for membership in Caldwell BMX.
- 14. CONCESSIONS.** Caldwell BMX may sell concessions at any Regular Race or Special Event, and may keep the proceeds thereof for its own uses.
- 15. KEYS.** All locks used at the BMX Track shall be provided by the City. Keys for the track may be obtained from the City for use by Caldwell BMX but shall remain the property of the City.
- 16. HAZARDOUS WASTE.** Caldwell BMX shall not store, generate or otherwise use or bring upon the leased premises any hazardous waste as defined by Federal, State or local laws or regulations.
- 17. INDEMNITY AND INSURANCE.** Caldwell BMX shall save, indemnify, defend, and hold the City harmless from any and all claims, judgments and demands of any persons or parties whatsoever, on account of injuries, harms, damages or occurrences, to persons or property, in, on, or about the BMX Track arising out of, or in any way related to, any events, programs or operations of the track by Caldwell BMX, including, but not limited to, all Practices, Regular Races, and Special Events. Caldwell BMX shall maintain in full force and effect a policy or policies of comprehensive public liability and property damage insurance covering any injuries, damages or occurrences mentioned in this agreement in the amount of not less than \$1,000,000.00 combined single limit for bodily injury, property damage and general liability with \$2,000,000.00 aggregate. Such insurance policy or policies shall name the City as an additional insured thereon. Caldwell BMX shall furnish to the City Clerk certificates of insurance verifying the existence and amounts of insurance required in this agreement. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the City.
- 18. REMEDIES FOR DEFAULT.** If default be made in the performance of any of the terms and conditions of this agreement by Caldwell BMX, then the City may terminate this Agreement upon delivery of written notice to Caldwell BMX at the address stated above. Said termination shall be effective immediately upon delivery. Delivery shall be deemed made upon the date such notice is deposited in the United States mail.
- 19. ATTORNEYS FEES.** In the event it becomes necessary for either of the parties to place this agreement in the hands of an attorney for enforcement of their rights hereunder after default of the other party or to institute suit for enforcement of their rights hereunder, then the party not

in default, or the prevailing party in case of suit, shall be entitled to recover reasonable attorney's fees and costs from the other party, in addition to any other damages allowed by law.

20. NO ASSIGNMENT WITHOUT CONSENT. Caldwell BMX shall not assign this lease or agreement nor sublease any part of said property and premises, nor sponsor nor provide insurance coverage for an event to be held on the premises by any other organization or group, without first obtaining the written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year in this agreement first above written.

CITY OF CALDWELL



Mayor

CALDWELL BMX

By: _____

Its: IDAHO BMX_____

Date: 10/09/25_____

MEMORANDUM

TO: Caldwell City Council

Meeting Date October 20, 2025



AGENDA ITEM INFORMATION

SUBJECT:

Agreement for Use of City Facilities for BMX Track racing by Caldwell BMX.

Department Submittals

X to mark

Initials

Building Department

CDBG

Clerk

City Attorney

Finance Department

Human Resources

Planning & Zoning

Fire Department

Police Department

Public Works

Street Department

Water Department

WWTP

Engineering

Mapping

COST IMPACT:

***FUNDING
SOURCE:***

Parks and Recreation

X

TD, DM

TIMELINE:

Airport

Information Systems

Golf Course

OTHER:

***FINANCE
REVIEW:*** ☐

BUDGETED: ☐

***NOT
BUDGETED:*** ☐

SUMMARY STATEMENT:

This annual agreement is for use of the City of Caldwell BMX track located in Pipe Dream Park for BMX track racing by Caldwell BMX for FY2026.

RECOMMENDED ACTION:

Approve Agreement with Caldwell BMX for Use of City Facilities for BMX track racing as submitted.