



CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

CITY HALL, 710 E MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814
208-769-2252 FAX: 208-769-2383

Mission Statement

To actively strive to provide a quality park system that offers a diverse range of experiences, preserves local resources, and provides a safe, pleasant, and enjoyable environment.

Parks & Recreation Commission Meeting Community Room - Library

AGENDA

April 15, 2024 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) “Conflict of Interest” Declaration
- 4) Approval of December 18, 2023 Minutes – Action Item
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to **3** minutes)
- 8) Independence Point Concession Agreement – Action Item
- 9) Phippeny Stormwater Project – Information Item
- 10) Canfield and Tubbs Hill Fuel Mitigation Updates – Information Item
- 11) Priority Corridors – Action Item
- 12) Next Meeting / Adjournment:
 - Monday, May 20, 2024-5:30 pm-Library Community Room

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact the Parks Department at (208)769-2252 at least 72 hours in advance of the meeting date and time.



CITY OF COEUR D'ALENE

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CITY HALL, 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83816-3964
208-769-2252 – FAX 208-769-2383

PARKS & RECREATION COMMISSION MINUTES

December 18, 2023 – 5:30 p.m.

COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair
Mike McDowell
Jim Lien
Warren Bakes
Tyler Voorhees, Alt Student Rep

MEMBERS ABSENT:

Bridget Hill
Ginny Tate
Christie Wood, Council Liaison
Grace Wickham, Student Rep

STAFF PRESENT:

Bill Greenwood, Director
Melissa Brandt, Admin Assistant
Monte McCully, Trail Coordinator

GUEST(S):

Bryan Myers, Post Falls Parks & Recreation

CALL TO ORDER: Commissioner Cranston called the meeting to order at 5:30 p.m.

1. ROLL CALL

Five members present, resulting in a quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Voorhees led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None.

4. APPROVAL OF MINUTES – *Action Item*

Correction to the agenda; approval of November 20, 2023 minutes, not September 18, 2023 minutes. Commissioner McDowell made a motion to approve the minutes of November 20, 2023. Commissioner Bakes seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: Men's basketball going on through the end of January. Registration for K-2nd grade basketball started last week, ends Jan 3. Building maintenance staff are overseeing repairs at city hall and providing oversight of the street department remodel, and they are working on upgrading lights at library through an Avista rebate. In the parks, we are doing winter work, had some plowing, and working on bleacher refurbishing. Building some backless benches utilizing the mill we purchased to cut the lumber and staff are fabricating the metal components. A mild winter means lots of projects getting done.

Commissioner Cranston: Is vandalism still a problem? Greenwood: Yes, we've had some along the waterfront, its ongoing, and we quickly take care of it. Tyler Davis, up and running will have a concert series next year, talking through will have Live at Five next year.

Monte McCully: Quick update on public use of Tubbs Hill. We purchased a counter in July 2022, this year we have a full years' worth of data. The busiest day was July 4, 2023, at 6,226 people, daily average was 998 from July 2022 to July 2023, or, 364,259, for the year.

Commissioner Cranston: Increased use, more maintenance? McCully: We have our Trails & Trees team of employees doing a lot of different projects, and a great network of volunteers with the Tubbs Hill Foundation, picking up trash and moving trees off the trail. There were nine cleanups last year and projects where we built trails and fixed trails.

6. COMMISSIONER COMMENTS

Commissioner Lien: Walking downtown, city does a great job clearing the sidewalks and property, thank you.

7. PUBLIC COMMENTS

None.

8. CENTENNIAL TRAIL RTP GRANT PARTNERSHIP – *Information Item*

Monte McCully: Introduced

Bryan Myers, Parks Manager at Post Falls Parks & Recreation. He is heading up this grant. Myers: The Joint Powers Maintenance Committee involves the cities of Coeur d'Alene, Post Falls, Kootenai County Parks & Waterways, and the State of Idaho Parks & Recreation. They are tasked with identifying projects system wide, that includes seal coating and crack sealing every 5 years. The Recreational Trails Program Grant helps cover costs that are multi-jurisdictional. Joint Powers agencies pay \$15,000 to be held by the County and used to match projects. We are seeking a \$450,000 grant to replace a two mile section of a more than 30-yearold trail from Stateline to Pleasantview. Bringing this to the Parks & Recreation Commission helps get the word out to the public, provide an avenue for public comment, and we are requesting letters of support. The grant is due the last week of January. The City of Post Falls will hold public meetings as well. The grant opportunity was announced in October.

Commissioner Cranston: What are the long-range plans? Myers: Huetter area, painting of retaining walls, settling issues by those walls. Waiting on some due to the widening project at I-90. We don't want to use good dollars for something that will potentially be impacted.

Commissioner McDowell: When do you find out if the grant is approved? Myers: In May with the work being done before the end of October.

Commissioner Lien: How is the funding divided? Myers: \$390,000 from grant sources, \$60,000 coming from joint powers.

9. **NEXT MEETING / ADJOURNMENT**

Commissioner Cranston announced the next meeting date.

Next meeting date:

- Monday, January 22, 2024, 5:30 p.m., Library Community Room

Commissioner Lien made a motion to adjourn the meeting, Commissioner McDowell seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 5:50 pm.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: April 15, 2024

From: Bill Greenwood Park & Recreation Director

SUBJECT: Three Year Agreement for Food Concession at Independence Point

Decision Point: Should the Parks & Recreation Commission recommend to Council a food concession agreement with Majestic Eagle LLC, for the 2024, 2025, and 2026 seasons at Independence Point?

History: We have had a vendor at this location for more than 30 years. The previous vendor was unable to continue at this site. We advertised for Requests for Proposals on February 29 and March 13, 2024, with a closing date of March 21, 2024, and we did not receive any bidders. The following week we were contacted by Raffi Peltekian who expressed interest in this location to serve wood fired pizzas and soft drinks.

Financial Analysis: The fees will be \$4,500.00 for year 2024, \$5,000.00 for 2025, and \$6,000.00 for 2026. The prorated payment for the 2024 year will be made by June 20, 2024. Thereafter, the due date will be by April 1, for each subsequent year. Payment will be made to the City's Parks and Recreation Department and will be deposited into the Parks Capital Improvement Fund.

Performance Analysis: Mr. Peltekian has been operating in Rathdrum at various locations for the last couple of years and recently moved into a brick and mortar building formerly occupied by Firehouse Subs on Appleway. The wood fire ovens are enclosed in his food truck and have already been approved by the City's fire department. A food vendor at Independence Point provides a service to the public that we do not provide. It is in a good location that is well known and visible to park visitors.

Decision Point: The Parks & Recreation Commission should recommend that Council enter into a food concession agreement with Majestic Eagle LLC, for the 2024, 2025, and 2026 seasons at Independence Point to serve wood fired pizzas and soft drinks.

LEASE AGREEMENT

THIS LEASE is made and entered into this ____ day of _____, 2024, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and Majestic Eagle LLC, with its principal place of business at 14717 North Liane Lane, Rathdrum, Idaho 83858 hereinafter called "Lessee."

W I T N E S S E T H:

THAT, WHEREAS, Majestic Eagle LLC has been awarded the contract for a mobile food concession at a location generally described as: no more than a 22' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d' Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A," which is attached hereto and hereby incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, the Lessee shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement, the parties agree that the term "employee" shall include individuals employed by Majestic Eagle LLC.

Section 2. Community Relations: The Lessee agrees that its members, managers, and employees will be courteous and informed about the community, and will assist with questions from tourists and other users of public recreational facilities. Particularly, the Lessee's members, managers, and employees must become familiar with the immediate area including City Park, North Idaho College, Coeur d' Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3. Appropriate Attire: The Lessee agrees that its members, managers, and employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved pants or shorts, if shorts are to be worn. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4. Staffing: The Lessee's food concession must be staffed by at least one employee at all times the concession is open.

Section 5. Health Permit: The Lessee agrees to obtain a health permit as required by law for the said mobile food concession. The permit must be displayed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by May 15, 2024, for the 2024 season, by April 15, 2025, for the 2025 season, and by April 15, 2026, for the 2026 season. Failure to submit the required health permit

within the above stated time may result in the City denying or revoking the Lessee's permit or taking any other action allowed by law.

Section 6. Food: The Lessee may serve all foods within the scope of the health permit.

Section 7. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have prior written approval from the Parks & Recreation Director.

Section 8. Refuse: The Lessee agrees not to dispose of refuse at any public trash receptacle. Refuse must be removed from site and disposed of at the Lessee's expense. The Lessee's mobile food concession and immediately surrounding site must be kept clean at all times. The Lessee is responsible for grey water disposal.

Section 9. Hold Harmless: The Lessee shall hold the City harmless and shall waive all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or involving Memorial Field, the Coeur d'Alene Museum, Independence Point parking lots, City parks, or docks. The Lessee further understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City terminating this agreement pursuant to the notice provision in Section 23 below entitled "City's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. The Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by the Lessee's customers. In the event of said occurrence, the Lessee hereby releases, holds harmless, and waives any claim whatsoever the Lessee may have against the City, its employees, agents, elected and appointed officials.

Section 10. Not Exclusive: The Lessee understands and agrees that the City, from time to time during the term of this permit, may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but again not limited to, Fred Murphy Days, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving/or sponsored by the Coeur d'Alene Cultural Center.

Section 11. Waiver: The Lessee understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with the Lessee's operations or affect persons in the park. The Lessee specifically waives any claim as to lost profits or business as a result of such repairs. The City will notify lessee via email communication when such repairs are scheduled.

Section 12. Worker's Compensation: The Lessee agrees to maintain worker's compensation coverage on all of its employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the City,

prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: The Lessee agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents, or employees. The Lessee further agrees, at the Lessee's sole cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of the Lessee's concession or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents or employees. To that end, the Lessee shall maintain a policy of liability insurance, naming the City as an additional insured, with limits at least those required by Idaho Code § 6-924.

Section 14. Cart Specifications: The Lessee agrees to the following mobile cart specifications, in addition to any other requirement set forth herein, which will be adhered to by the Lessee:

- A. Length: 27ft. width: 8 ft. height: 11ft.
- B. Heat source: propane or wood.
- C. Cooling source: battery, ice, propane, or electric.
- D. The mobile concessions cart must be self-contained.
- E. The mobile concessions cart must be kept clean throughout the season.
- F. The mobile concessions cart must display both the City logo and business logo. City will provide such logo to be adhered to the mobile concessions trailer.

Section 15. Term: The City shall grant a mobile food concession permit to the Lessee for the season of May 1, 2024, to September 30, 2024, May 1, 2025, to September 30, 2025, and May 1, 2026, to September 30, 2026. And will include special events that may operate outside of the stated time period. Lessee will communicate certain days in which the trailer will not be in operation and will be removed for pre-scheduled catering events.

Section 16. Consideration: The Lessee shall, in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, pay the prorated sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) for year one due by June 20, 2024, upon the signing of this agreement. The 2024 season is pro-rated due to the late start of the season. Year two fees will be Five Thousand and 00/100 Dollars (\$5,000.00) and year three fees will be Six Thousand and 00/100 Dollars (\$6,000.00). Payments for each subsequent year of the lease shall be made by April 1 of the lease year.—Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 17. No Alcohol: The Lessee agrees it shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots, nor shall its employees be allowed to possess any alcohol or alcoholic beverages in the concession or while on duty.

Section 18. City Ordinances: The Lessee shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapters 4.25 and 5.75, and the Fire Code.

Section 19. Glass Containers: The Lessee agrees not to dispense drinks in glass containers.

Section 20. Violation of Regulations: The Lessee agrees that any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, and forfeitures of all payments, and the Lessee may not be allowed to rebid or resubmit a proposal for a concession on City property for a period of three (3) years.

Section 21. Non-transferable: The Lessee also agrees and understands concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces, neither Lessee nor its agent(s) shall park trucks or other vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Lease: The City may, at any time after providing thirty (30) days' written notice to the Lessee, terminate this lease for cause or for no cause, retake possession of the leased space. The City shall provide a refund to the Lessee of the prorated, unearned portion of the lease payment unless termination was for the Lessee's wrongful conduct or violation of a provision of this Lease. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of them, the City may declare the permit forfeited. Upon forfeit of the permit, the Lessee shall cease operation of the concession at the location. However, that before declaring such forfeiture, the City shall notify the Lessee in writing of the particulars in which the City deems the Lessee to be in default and the Lessee will have fifteen (15) days to remedy the default.

Section 25. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to the Lessee at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to, or received through the United States Mail by, the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 26. Chinese Ownership: Lessee certifies that it is not currently owned or operated by the government of the People’s Republic of China, and will not for the duration of the contract be owned or operated by the government of the People’s Republic of China.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and Raffi Peltekian, has caused the same to be signed by an authorized representative, the day and year first above written.

CITY:
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

LESSEE:

By: _____
James Hammond, Mayor

By: _____
Raffi Peltekian, Owner/Operator
Majestic Eagle LLC

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"



PARKS & RECREATION COMMISSION STAFF REPORT

DATE: 4/15/2024
FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator
SUBJECT: Priority Pedestrian Corridors (action required)

DECISION POINT: Should the Parks and Recreation Commission recommend to the Planning and Zoning Commission amendments to the exceptions to sidewalk requirements in M.C. §§ 12.28.210, 12.28.230, and 12.28.240 that will allow Priority Pedestrian Corridors to be identified?

HISTORY: The City of Coeur d'Alene has been in development for over 130 years and many ordinances have been introduced and amended during that time. In 1974, the City began requiring sidewalks be built with all new construction and with property improvements above a certain dollar amount in existing residential neighborhoods. Municipal Code §§ 12.28.210, 12.28.230, and 12.28.240 provide exceptions to sidewalk construction due to hardship, geographical constraints, and distance. Currently, if the nearest sidewalk or intersection is 450 feet or more away, the property owner is not required to build a new sidewalk. This means sidewalks may never get built in many older areas of the City. Coeur d'Alene is missing sidewalks in 30% of the City. The Ped/Bike Committee has identified 12 priority areas that should be removed from the exception. These areas are primarily routes to schools from neighborhoods.

FINANCIAL ANALYSIS: There is no direct financial impact on the City, other than staff time to change the ordinances. Future sidewalks will be built by property developers. However, the City may also construct sidewalks using grant money or when Council approves future sidewalk projects.

PERFORMANCE ANALYSIS: Identifying Priority Pedestrian Corridors and removing the exceptions to sidewalk construction will help us begin to create a safer, more walkable community.

DECISION POINT/ RECOMMENDATION: The Parks and Recreation Committee should recommend to the Planning and Zoning Commission amendments to the sidewalk exceptions in M.C. §§ 12.28.210, 12.28.230, and 12. 28.240 that will allow Priority Pedestrian Corridors to be identified.



City of
Coeur d'Alene
IDAHO

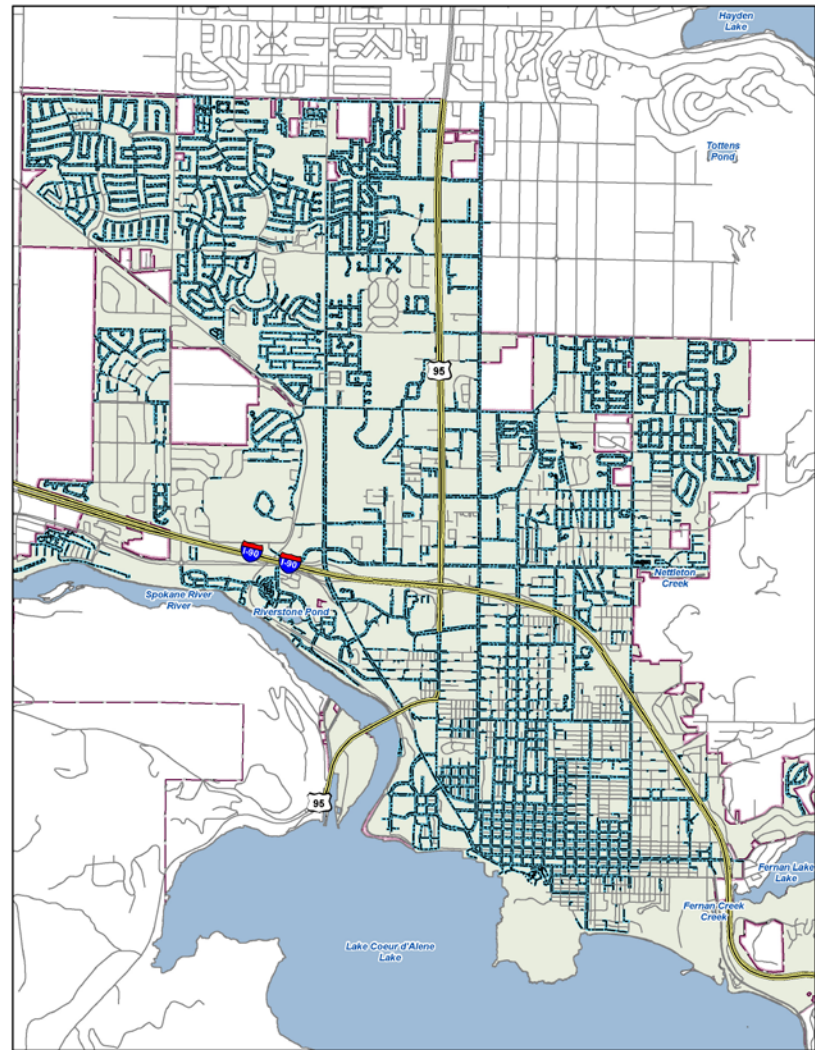
Ped/Bike – Priority Pedestrian Corridors

Objective: Create a complete sidewalk network in Coeur d'Alene

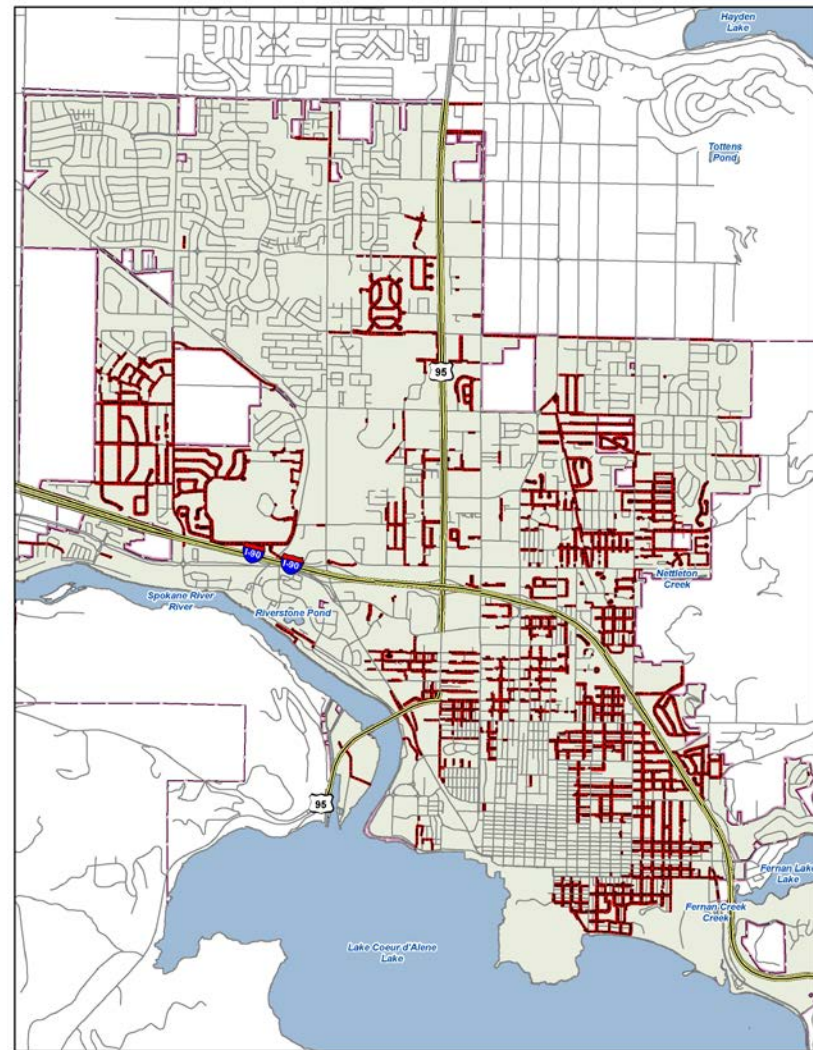
- Sidewalk connectivity will help reduce the number of pedestrians who need to walk in the streets with vehicular traffic, reducing the chance of an injury accident.
- Coeur d'Alene has a low 'Walkability' rating according to national urban planning standards.
- Coeur d'Alene has applied for Walk Friendly Status and been awarded Honorable Mention. It should be the City's goal to achieve 'Gold' status.
- The Coeur d'Alene Pedestrian and Bicycle Committee recognizes that the City has added and repaired a large number of sidewalks in the past 20 years, but sidewalk infrastructure is still missing in many parts of the City.
- The current Municipal Code doesn't require a new sidewalk unless an existing sidewalk is within 450 feet of the new development. The Code leads to a situation where sidewalks may never be constructed in some areas. Sidewalks are missing in 30% of the City.
- Creating "Priority Corridors" is an efficient way to get sidewalks built, either by developers or grant money, in areas deemed a priority throughout the City.



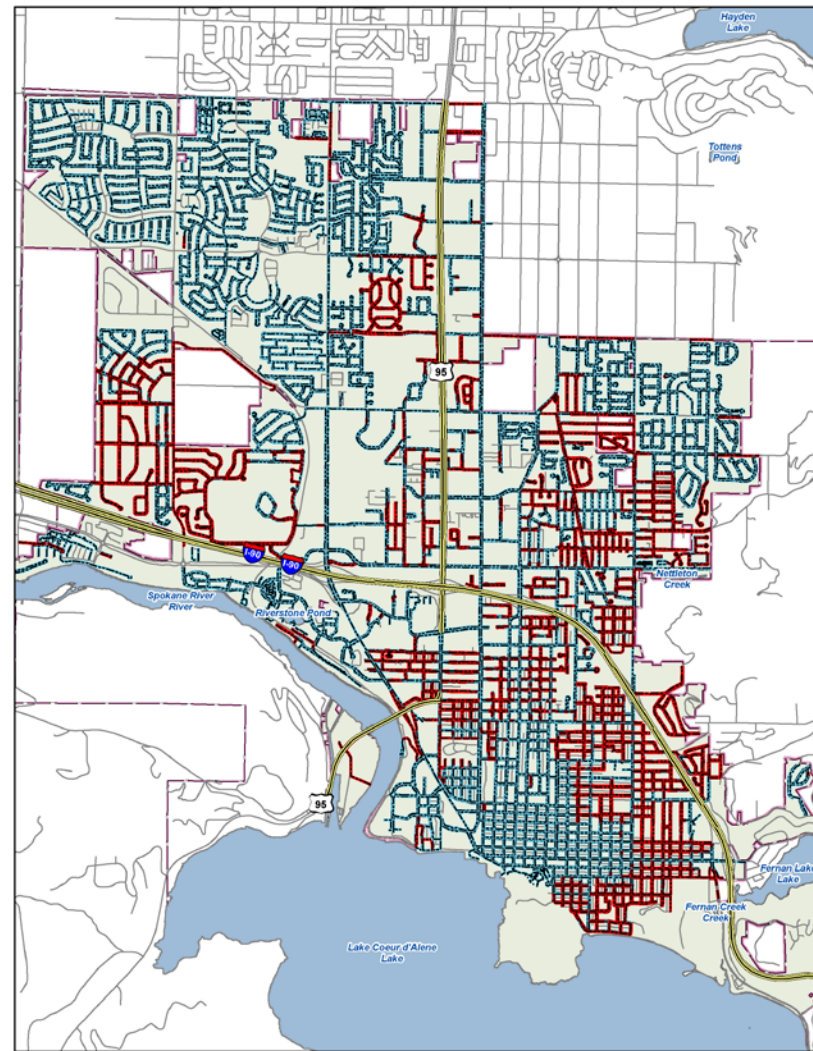
- This map shows where existing sidewalks are located



- This map shows where sidewalks are missing



- This map shows the two together



Identified Priority Corridors

CDA High Access

1. **Honeysuckle Road** - Best Avenue to 4th Street. Connects to CDA High School.
2. **Margaret Avenue** - 4th Street to 15th Street. Connects to CDA High School and Shadduck Park.
3. **19th Street** - Nettleton Gulch Road to Thomas Lane. Connects to CDA High School Route.
4. **Lunceford Lane** - 4th Street to 19th Street. Connects to CDA High School and connects east side residents with shopping and dining.
5. **Nettleton Gulch Road/Stiner and Crawford** - Honeysuckle to 15th Street to 19th Street. Routes to CDA High School and Canfield Middle School.
6. **Dalton Avenue** - Ramsey Road to 15th Street. Connects to CDA High School and the future Pinegrove Trail.

Fernan Elementary Access

1. **21st Street** - Mullan Ave to Fernan Elementary on the West side.
2. **Coeur d'Alene Avenue** - 15th Street to 23rd Street. Provides connection to Fernan Elementary.
3. **Mullan Avenue** - 14th Street to Coeur d'Alene Lake Drive. Supports the Centennial Trail and provides a route to Fernan Elementary.

Winton Elementary

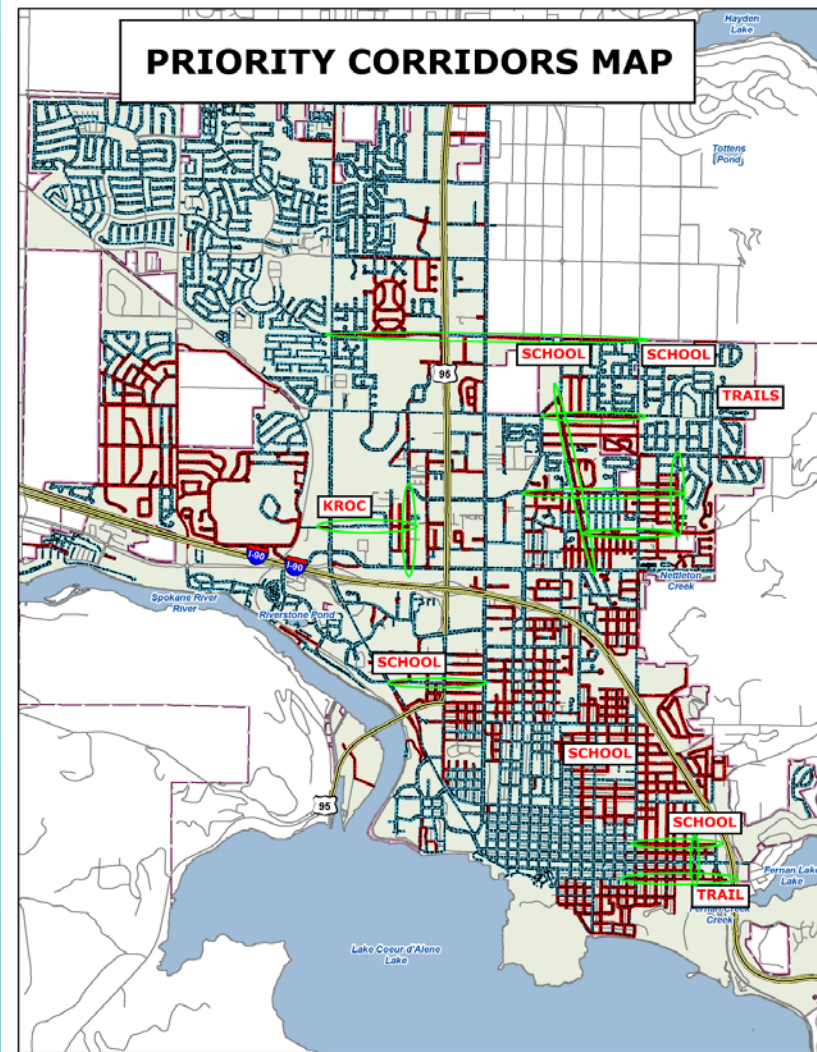
1. **Lacrosse** - Northwest Boulevard to Government Way. Connects to Winton Elementary.

KROC Center

1. **Marie Avenue** - Ramsey Road to Howard Street, connects neighborhoods to the KROC Center.
2. **Howard Street** - Appleway Avenue to Neider Avenue.



- Priority Corridors Map
 - These areas would be exempt from the 450 foot rule and would be considered high priority for grant money.



Questions?

