



# **GENERAL SERVICES COMMITTEE**

**with**  
**Council Members Edinger, Evans & Gookin**  
**October 22, 2018, 12:00 p.m.**  
**AGENDA**

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## **VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

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**\*\*\*\*ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

1. Declaration of surplus of unused I.T. equipment – Kirk Johnson, I.T. Net Administrator
2. Approval of Lease Agreement with Coeur d'Alene Parasail & Watersports, LLC for use of bays 4 and 9 on the commercial dock– Bill Greenwood, Parks & Recreation Director
3. Approval of Memorandum of Understanding with Idaho Department of Parks and Recreation (IDPR) for maintenance of trail and parkway located along East Lakeshore Drive – Bill Greenwood, Parks & Recreation Director

**Library Community Room**  
**702 Front Street**

*The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.*

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** Monday October 22nd, 2018  
**FROM:** Kirk Johnson, Information Systems Division  
**SUBJECT:** **Declare I.T. equipment to be Surplus and Authorize Disposal**

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**DECISION POINT:** Should Council declare the unused I.T. equipment on attached list to be Surplus and authorize I.T. to proceed with auction or recycling with the ultimate purpose of disposing of the equipment?

**HISTORY:** The equipment on the list has been replaced due to failure or performance issues. Any equipment in working condition is offered to nonprofit agencies after the equipment has been posted online for purchase for a minimum of two weeks.

Data on any of the equipment has been erased by overwriting the device with 0's in three passes. Any devices that contained data and are now inoperable will be destroyed once the item is declared surplus.

**FINANCIAL ANALYSIS:** The equipment on the attached list will likely be found to have nominal value after being offered as surplus on our website and will, thus, need to be donated or recycled. Nominal value is a current value of zero or a current value of less than what it would cost to dispose of the surplus item at an auction or refuse site.

**PERFORMANCE ANALYSIS:** Our allotted storage space for surplus equipment is full. We need to declare the items in this space as Surplus so we can free up needed space.

**DECISION POINT/RECOMMENDATION:** Council should declare the I.T. equipment on the attached list to be surplus and authorize staff to begin the disposal process.

I D	Type	Serial	Asset #	Su rpl	N ot	Location	Manuf	Model	D es e	D	Status	t a	Batch
6 8	Monitor	ETL210213544200175 ED12	2489			PDIT	Acer	Plug and Play Monitor			Purgatory	c o	2018-01
2	Desktop	16274000600460	3078			Surplus Storage	INTEL__	DH61BE__			Purgatory	c	2018-01
2	Desktop	16274000600489	3050			Surplus Storage	INTEL__	DH61BE__			Purgatory	c	2018-01
2	Desktop	16274000600477	3049			Surplus Storage	INTEL__	DH61BE__			Purgatory	c	2018-01
3 3	Desktop	BTTC01100CE0	2686			IT-Bench 55MB for Dban					Purgatory	c o	2018-01
4 2 9	Desktop		3628			PDIT	Dell Inc.	Precision WorkStation T7400			Purgatory	c o m	2018-01
4	Desktop		2820			PDIT - Surplus					Purgatory	c	2018-01
4	MDC	8HKS81201	3495			Sewer Plant					Purgatory	c	2018-01
5	Laptop	S1A015673H	3890			IT - M750 Checkout system	TOSHIBA	PORTEGE M750			Purgatory	c	2018-01
5 4	MDC		2377			PDIT	Matsushita Electric Industrial Co.,Ltd.	CF-19CHBAXBM			Purgatory	c o	2018-01
5	Laptop	1A015681H	3894			Mayor - Steve Widmyer - 201	TOSHIBA	PORTEGE M750			Purgatory	c	2018-01
5 6	Laptop		3942			PDIT	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
5 6	MDC		3656			PDIT	Panasonic Corporation	CF-19KHRAX2M			Purgatory	c o	2018-01
5 6	MDC		3657			PDIT	Panasonic Corporation	CF-19KHRAX2M			Purgatory	c o	2018-01
5 7	MDC	9FKYA79063	3663			PDIT	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
6	Laptop	4a078129h	3959			IT - M780 Checkout system	TOSHIBA	PORTEGE M780			Purgatory	c	2018-01
6	Laptop	4A078003H	3961			IT - M780 Checkout system	TOSHIBA	PORTEGE M780			Purgatory	c	2018-01
6 2	Laptop		3941			IT- Shelf * Was Raymond - 767	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
6 3 0	Laptop	2CE0111BR3	3671			PDIT	Hewlett-Packard	Compaq Presario CQ60 Notebook PC			Purgatory	c o m	2018-01
8 2	MDC	9LKSA38655	3949			Was L341 MDT Now in closet in IT. POS	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
8	Printer		3310			PDIT	datamax	m-class			Purgatory	c	2018-01
8 4	MDC	9LKSA38596	3947			PDIT	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
8	Monitor	703GJJY11983	4027			PDIT	HannsG	JC199D			Purgatory	c	2018-01
8	Monitor	919GR3Na05235	3604			PDIT	HannsG	HX191D			Purgatory	c	2018-01
8	Desktop		3836			Mike - 271	INTEL__	DH87RL__			Purgatory	c	2018-01
9	Desktop		3178			IT - From Felicia - 223	INTEL__	DH61BE__			Purgatory	c	2018-01
9 6	MDC	9LKYA34051	4084			PDIT - EOL	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
9 7	MDC	9LKYA36863	4090			PDIT	Panasonic Corporation	CF-19KDRAX6M			Purgatory	c o	2018-01
9 8	Laptop	LXE530604882818D5A 2000	4094			PDIT	Acer	Extensa 5620			Purgatory	c o	2018-01
9	Monitor	M7A36KA001228	1955			PDIT	ADI	A701			Purgatory	c	2018-01
1	Network Device	JMX1421Z2JB	4153			Water (SCADA)	Cisco	ASA 5505			Purgatory	c	2018-01
1	Laptop	1ZK6417F1U9	4136			PDIT	LENOVO	423946U			Purgatory	c	2018-01
1	UPS	4226	4226			police	TRIPP LITE	SMART2200rmlxL2			Purgatory	c	2018-01

1 1 9	Desktop		2488			Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
1	Laptop		3940		IT - M750 Checout system	TOSHIBA	PORTEGE M750		Purgatory	c	2018-01
1	Laptop	66026883J	2439		PDIT	TOSHIBA	TECRA A8		Purgatory	c	2018-01
1	Laptop	R8-EY3TC 11/11	4157		WATER ADMIN	LENOVO	4177R3U		Purgatory	c	2018-01
1 3 6	Desktop		2708		PDIT	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
1	Desktop	Clone	4262		PDIT	INTEL_	DH61BE__		Purgatory	c	2018-01
1 4 0	Desktop		2939			Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
1 4	MDC		2356		Library surplus room	Matsushita Electric Industrial Co.,Ltd.	CF-18KHHZXBM		Purgatory	c o	2018-01
1	Desktop		3768		FAdmin Tech PC	INTEL	DG31PR		Purgatory	c	2018-01
1	Laptop	1S7417TPUL3A0994	3517		PDIT	LENOVO	7417TPU		Purgatory	c	2018-01
1 4	MDC	0AKSA44863	3655		PDIT	Panasonic Corporation	CF-19KHRAX2M		Purgatory	c o	2018-01
1 4	MDC	0AKSA44909	3660		PDIT	Panasonic Corporation	CF-19KHRAX2M		Purgatory	c o	2018-01
1	Desktop		GVRZLN1		WW SCADA PLANT				Purgatory	c	2018-01
1	Desktop		3042		IT Bench - DH61BE	INTEL_	DH61BE__		Purgatory	c	2018-01
1	Desktop		3555		SIGN SHOP	INTEL_	DH61BE__		Purgatory	c	2018-01
1	Desktop		2491		PDIT	INTEL	DG41TY		Purgatory	c	2018-01
1	Desktop		2710		LIB - EOL	INTEL_	DH61BE__		Purgatory	c	2018-01
1 6	Desktop		2626		IT - EOL no HDD - From Brandon - 374				Purgatory	c o	2018-01
1 7	MDC	8KTYA37758	3572		Tom Howard	Matsushita Electric Industrial Co.,Ltd.	CF-52EKNBDAM		Purgatory	c o	2018-01
1	Laptop	PK2CGZ3	4593		Todd - Testing	LENOVO	34352RU		Purgatory	c	2018-01
1	Desktop		3514		PDIT	INTEL_	DH87RL__		Purgatory	c	2018-01
1 8	MDC	9LKYA36844	4086		PDIT-EOL	Panasonic Corporation	CF-19KDRAx6M		Purgatory	c o	2018-01
1	Desktop		2742		PDIT	INTEL_	DH87RL__		Purgatory	c	2018-01
1 8 3	Desktop		4699		PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
1 8 3	Desktop		4700		PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
1 8 3	Desktop		4702		PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
1 8 3	Desktop		4701		PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
1 8 3	Desktop		4726		IT Bench - H87M-D3h	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01

183	Desktop		4727		Front Counter - Left System	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
184	Desktop		4731		Linda Jagars - 209	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
186	Desktop		4746		Juanita - 348	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
186	Desktop		4801		IT - Dead No HDD - From Legciv Randy	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
187	Desktop		4749		Tami - 325	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
187	Desktop		4750		IT - Hallway - Spare 87 System	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
189	Desktop		4681		PDIT - Spare Hardware	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
191	Desktop		4694		INVESTIGATIONS - FRONT DESK	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
191	Desktop		4698		INVESTIGATIONS - ANIMAL CONTROL	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
191	Desktop		4692		INVESTIGATION - ANIMAL CONTROL	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
191	Desktop		4693		PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
191	Desktop		4683		PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
195	Desktop		4803		Metting Room - Disabled in ADUC	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
197	Desktop		4786		Jim - 367	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
199	Laptop	9LKYA34106	4085		SIGN SHOP	Panasonic Corporation	CF-19KDRAx6M		Purgatory	c o	2018-01
2	Laptop	1A015672H	3888		Darci - M750 Checkout system	TOSHIBA	PORTEGE M750		Purgatory	c	2018-01
2	Desktop		2587		sign shop	INTEL_	DH61BE_		Purgatory	c	2018-01
20	MDC	9LKYA36394	4077		PDIT - EOL	Panasonic Corporation	CF-19KDRAx6M		Purgatory	c o	2018-01
20	Desktop		2592		IT - EOL No HDD - From JP - 511				Purgatory	c o	2018-01
204	Desktop		4804		Adam - 314	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01

204	Desktop		4748		Chrisdee - 409	Gigabyte Technology Co., Ltd.	H87M-D3H		Purgatory	c o m	2018-01
205	Desktop		4806		Shannon - 324	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
205	Desktop		4808		Front Desk - 486	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
207	Desktop		4810		Carrie - 300 - In IT	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
207	Desktop		4815		Batt Chief - 585	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
207	Desktop		4813		IT - Spare Case - No MB - No HDD	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
210	Desktop		4638		PDIT	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
2	Desktop		3592		PDIT	INTEL_	DH87RL__		Purgatory	c	2018-01
211	Desktop		4723		IT - From Sean - 401				Purgatory	c o	2018-01
212	Desktop		3680		pdit	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
213	Desktop		5011		IT - Spare H97 system - Disabled in ADUC	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
216	Desktop		4607		IT - Spare Case - No MB - No HDD	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
219	Desktop		5066		IT - Spare H97 system - From Chris - 228	Gigabyte Technology Co., Ltd.	H97M-D3H		Purgatory	c o m	2018-01
23	desktop		3629		pdit				Purgatory	c o	2018-01
25	MDC		4087		PDIT	Panasonic Corporation	CF-19KDRAX6M		Purgatory	c o	2018-01
2	desktop	16274016800057	3973		Surplus Storage				Purgatory	c	2018-01
2	desktop	16274016800047	3048		Surplus Storage				Purgatory	c	2018-01
2	desktop	16287001900575	3046		Surplus Storage				Purgatory	c	2018-01
2	desktop	16274016800007	3061		Surplus Storage				Purgatory	c	2018-01
2	desktop	16287001900506	3870		Surplus Storage				Purgatory	c	2018-01
2	desktop	16287001900601	4290		Surplus Storage				Purgatory	c	2018-01
2	desktop	16274000600420	2980		Surplus Storage				Purgatory	c	2018-01
2	desktop	16287001900573	3867		Surplus Storage				Purgatory	c	2018-01
2	desktop	16274000600465	3045		Surplus Storage				Purgatory	c	2018-01
2	desktop	16274000600417	2985		Surplus Storage				Purgatory	c	2018-01
2	desktop	16173018400490	2984		Surplus Storage				Purgatory	c	2018-01
2	desktop	16274000600466	2983		Surplus Storage				Purgatory	c	2018-01

<b>2</b>	desktop	16274000600398	2982		Surplus Storage				Purgatory	c	2018-01
<b>2</b>	desktop	16274000600474	2981		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16287001900568	3868		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274016800051	2977		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16173018400515	2978		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600480	5697		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16287001900558	3974		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16287001900567	3871		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274016800048	2870		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600476	2994		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600495	3076		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600316	2898		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600430	2992		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600464	2986		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600096	2993		Surplus Storage				Purgatory	c	2018-01
	desktop	16274000600473	2988		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600408	2987		Surplus Storage				Purgatory	c	2018-01
<b>3</b>	desktop	16274000600498	2991		Surplus Storage				Purgatory	c	2018-01

**GENERAL SERVICES  
STAFF REPORT**

**Date:** October 22, 2018  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** CDA Parasail & Watersports Agreement Renewal *(Council Action Required)*

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**DECISION POINT:** Should the City Council accept the recommendation of the Parks & Recreation Commission to extend the Coeur d'Alene Parasail and Watersports Agreement for an additional four (4) years?

**HISTORY:** Coeur d'Alene Parasail & Watersports, Inc., has been leasing Bays 4 and 9 on the commercial dock for over 19 years. The owners have requested an four-year extension to the lease agreement and the Parks & Recreation Commission is recommending approval of the extension.

**FINANCIAL ANALYSIS:** The rental amounts, as per the lease agreement, have been increased each year based on the increase in the Consumer Price Index (CPI) Western. These increases will continue through the new lease.

**PERFORMANCE ANALYSIS:** Coeur d'Alene Parasail & Watersports, Inc., currently has a 4-year Lease Agreement with the City that will expire on September 30, 2019. Section 3 of this Agreement allows them to submit a written request for a 4-year extension of their lease. Coeur d'Alene Parasail & Watersports has submitted a letter requesting this 4-year extension beginning May 1, 2019, and expiring on September 30, 2023. CDA Parasail and Watersports have also asked to remove Benjamin C. Rodriguez and Ruthie Rodriguez from this new lease agreement due to retirement. The new lease will be with Coeur d'Alene Parasail & Watersports, Inc., and the Rodriguez' sons, Benjamin Cruz Rodriguez II and Reuben Danial Cruz Rodriguez.

**DECISION POINT / RECOMMENDATION:** The City Council should approve the extension of the lease agreement with Coeur d'Alene Parasail and Watersports, Inc., for four (4) years, beginning May 1, 2019, and ending September 30, 2023, on the same terms and conditions as the existing Lease Agreement.



## LEASE AGREEMENT

THIS LEASE is entered into this \_\_\_\_ day of November, 2018, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **COEUR D'ALENE PARASAIL & WATERSPORTS, INC., and BENJAMIN CRUZ RODRIGUEZ II and REUBEN DANIEL CRUZ RODRIGUEZ**, with their principle place of business at 7040 N Valley Street, Dalton Gardens, Idaho 83815, hereinafter referred to as the "Lessee."

### W I T N E S S E T H:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage along the Westside of the City Dock, to wit:

THOSE SPACES DESCRIBED AS BAY 4 ON THE EAST SIDE  
AND BAY 9 ON THE WEST SIDE OF THE CITY DOCK.

Said bays are depicted on the attached drawing identified as Exhibit "A" and by this reference incorporated herein.

Section 1.     Term: The term of this lease shall be four (4) years from May 1<sup>st</sup> through September 30<sup>th</sup> each year, commencing May 1, 2019, and ending September 30, 2023. Any property left beyond September 30, 2023, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2.     Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock in advance of May 1, 2019, for the first year of the lease, the sum of Ten Thousand One Hundred Seventeen and 48/100 Dollars (\$10,117.48), based on a monthly rental of Nine Hundred Ninety-One and 91/100 Dollars (\$991.91) per month per bay and One Hundred Ninety-Eight and 38/100 (\$198.38), the (2%) Department of Lands fee as identified in Section 4. The rental fee will increase annually in an amount that matches any increase in the Consumer Price Index (CPI) Western. For the second year of the Lease and each subsequent year thereafter until termination, the monthly rental amount shall be paid in advance of May 1<sup>st</sup> of each year.

Section 3.     Renegotiation: Lessee may request in writing a four (4) year extension of this agreement for the period from May 1, 2024, to September 30, 2028, by submitting to Lessor a written request for extension after May 1, 2023, and prior to October 1, 2023. Upon receipt of such request, the Lessor will consider whether it will grant an additional four (4) year extension and if so, the parties may mutually renegotiate terms applicable to said extension.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rent: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is One Hundred Ninety-Eight and 38/100 (\$198.38), or 2% of the annual fee. This fee is included in Section 2. Should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days, to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Parks Director. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks Director and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises at Bay 4: It is understood and agreed that the Lessee will use the leased premises only for the purpose of mooring one (1) power motor boat with flat decking specifically designed for parasailing by take-off and landing on an attached deck and loading and unloading passengers of said boat for transporting to parasailing locations. It is specifically understood that no parasailing may occur on or from the City dock or within the City limits of Coeur d'Alene. Except as set forth in Section 10 entitled "Souvenir Sales," the Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, or beverages. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. The manner of moorage of the watercraft shall be approved by the Lessor or its Parks Director. Due to increased water activity on the 4<sup>th</sup> of July, access to the dock will be restricted from 6:00 p.m. to the following morning.

Section 12. Use of Leased Premises at Bay 9: It is understood and agreed that the Lessee will use the leased premises only for the moorage of non-motorized watercraft for hire, and the loading and/or unloading of said craft. Low tech is described as aquatic equipment with zero (0) horsepower or that which is propelled by human power only. Except as set forth in Section 10 entitled "Souvenir Sales," the Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, or beverages. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. The manner of moorage of the watercraft shall be approved by the Lessor or its Parks Director. Due to increased water activity on the 4<sup>th</sup> of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 13. Liability: The Lessee covenants to hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase "in and about the

leased premises” shall mean the City Dock and all other areas owned, maintained, or regulated by Lessor upon which Lessee’s customers and potential customers, invitee’s, employees, and agents utilize in the course of his/her activity associated with Lessee’s use, or inquiry about the same on Lessee’s watercraft or in the course of access to or egress from Lessee’s watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy.

This policy must run for the entire period of this lease.

Section 14. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 15. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 16. Interference With Use By Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 17. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 18. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

Section 19.    Parking: The parties recognize that the City is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may effect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases, holds harmless Lessor and waives any claim whatsoever Lessee may have against the City its employees, agents, elected and appointed officials in the event parking is modified.

Section 20.    Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, that Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 21.    Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to 7040 N Valley Street, Dalton Gardens, Idaho 83815 and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default 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 22.    Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease will identify any infraction in this agreement that causes termination, or the city may terminate the agreement for construction, access, or other needs or uses of said lease site.

Section 23. Time of the Essence: Time is of the essence of this agreement.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:  
CITY OF COEUR D'ALENE

LESSEE: COEUR D'ALENE PARASAIL  
& WATERSPORTS, INC.,  
BENJAMIN CRUZ RODRIGUEZ II &  
REUBEN DANIEL CRUZ RODRIGUEZ

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Benjamin Cruz Rodriguez II, Owner

By: \_\_\_\_\_  
Reuben Daniel Cruz Rodriguez, Owner

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of November, 2018, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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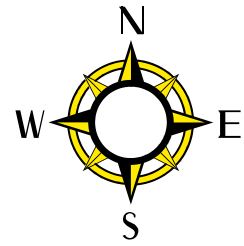
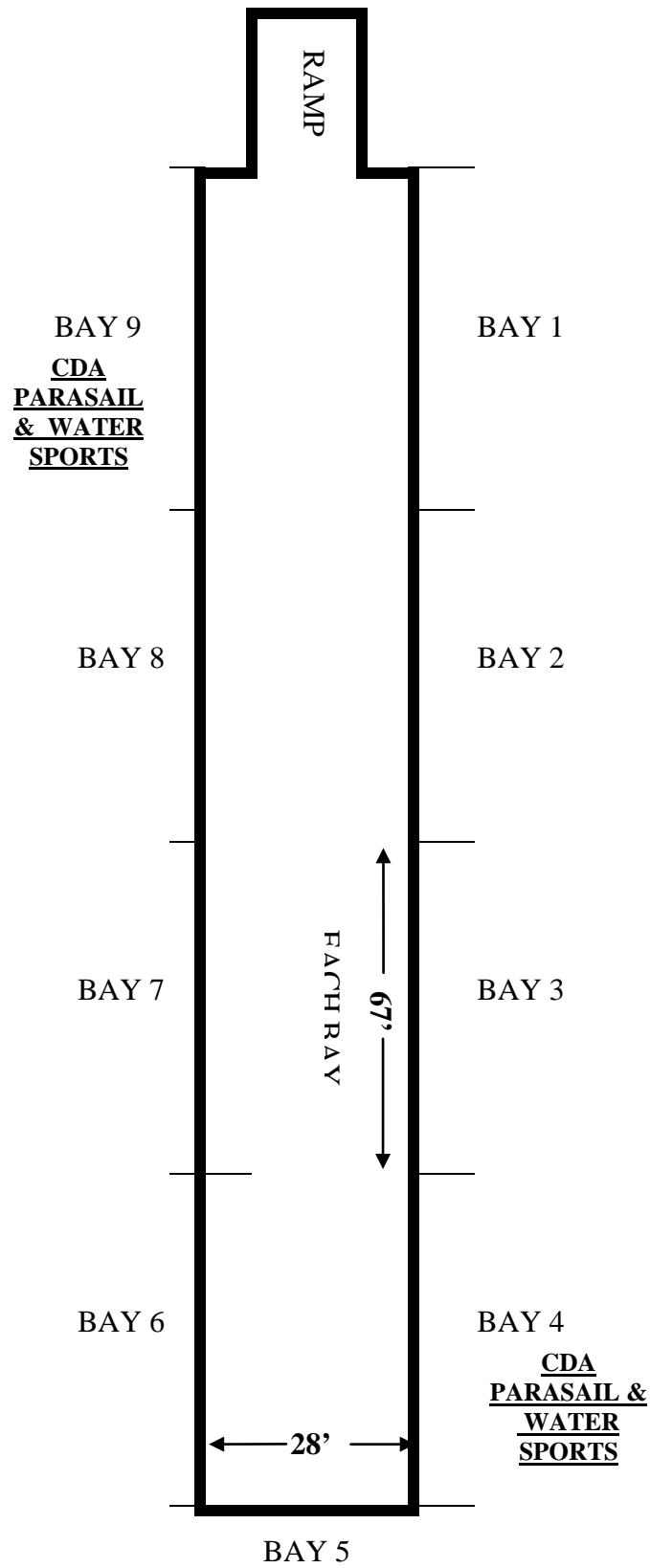
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of November, 2018, before me, a Notary Public, personally appeared Benjamin C. Rodriguez, Ruthie Rodriguez, Benjamin Cruz Rodriguez II and Reuben Daniel Cruz Rodriguez, known to me to be the owners of Coeur d' Alene Parasail & Watersports, Inc., and the persons whose names are subscribed to the within instrument and acknowledged that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Exhibit "A"





**GENERAL SERVICES  
STAFF REPORT**

**Date:** October 15, 2018  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** MOU with IDPR (*Council Action Required*)

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**DECISION POINT:** Should General Services recommend that the City Council approve a Memorandum of Understanding with the Idaho Department of Parks and Recreation for the maintenance of that portion of the public trail and parkway along East Lakeshore Drive from the Rutledge Trailhead to the City limits at S. Silver Beach Road?

**HISTORY:** Since 1998, the Idaho Department of Parks & Recreation (IDPR) has maintained the trail and parkway along that portion of E. Coeur d'Alene Lake Drive between the Rutledge Trailhead and the City limits at S. Silver Beach Road under an agreement with ITD. The City of Coeur d'Alene entered into a Maintenance Agreement on April 6, 2018, with ITD for the portion of E. Coeur d'Alene Lake Drive that falls within the city limits, but the maintenance of the Rutledge Trailhead was unintentionally omitted. Since that time the Parks Department has taken the responsibility of maintaining this trailhead which includes the care of a parking lot and vault restroom, and the mowing of about an acre of turf.

**FINANCIAL ANALYSIS:** We will have some costs for pumping the vault restroom and repairs that are over \$30 for building and grounds repairs. These small costs will be paid through an existing line item in the Parks Department budget.

**PERFORMANCE ANALYSIS:** IDPR is currently maintaining this entire portion of the Centennial Trail, including Higgins Point, and is willing to continue the maintenance of the Rutledge Trailhead area.

**DECISION POINT / RECOMMENDATION:** General Services should recommend that the City Council approve a Memorandum of Understanding with the Idaho Department of Parks and Recreation for the maintenance of that portion of the public trail and parkway along E. Coeur d'Alene Lake Drive which is within City limits.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COEUR D'ALENE  
AND  
THE IDAHO DEPARTMENT OF PARKS AND RECREATION  
FOR  
MAINTENANCE OF PUBLIC PARKWAY ALONG COEUR D'ALENE LAKE DRIVE**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("CITY") and the Idaho Department of Parks and Recreation ("IDPR") and is intended to document the parties' mutual agreement to cooperate in maintaining the public trail and parkway along E. Coeur d'Alene Lake Drive that is inside the limits of the CITY.

**II. RECITALS:**

WHEREAS, the CITY is a municipal corporation organized under the laws of the State of Idaho; and,

WHEREAS, IDPR is a Department of the State of Idaho; and,

WHEREAS, the CITY, under agreement with the Idaho Department of Transportation, has assumed responsibilities for management and maintenance of the multimodal transportation facility consisting of a trail, parkway, and road known as E. Coeur d'Alene Lake Drive, including the right-of-way appurtenant thereto within the limits of the CITY

WHEREAS, prior to the CITY's assumption of jurisdiction over those portions of E. Coeur d'Alene Lake Drive within the limits of the CITY, IDPR operated and maintained the trail and parkway along that portion of E. Coeur d'Alene Lake Drive between the Rutledge Trailhead and the City limit at S. Silver Beach Road, for the residents of and visitors to the State of Idaho, under a Memorandum of Understanding with the Department of Transportation;

WHEREAS, the mutual goals of the CITY and IDPR include continuing to provide a safe and desirable public recreation trail and parkway; and,

WHEREAS, to achieve these goals it is necessary to have a Memorandum of Understanding between the parties regarding the responsibility for operation and maintenance of that portion of the trail and parkway that is now located within the limits of the CITY;

NOW, THEREFORE, it is hereby agreed as follows:

**III. AGREEMENT:**

A. IDPR Responsibilities:

1. The area under IDPR management will include the trail surface, public use amenities, and landscaped turf areas, from the Rutledge Trailhead to the City limit at S. Silver Beach Road. The above-described features are hereinafter referred to as the "Parkway."
2. IDPR will accept in full and every respect the following responsibilities for maintenance and operation of the Parkway: sweeping, cleaning, and snow removal of trail surfaces (when deemed necessary and appropriate by IDPR); cleaning up after storms; care of any landscaped areas that may be associated with the Parkway, including minor irrigation repairs; restroom cleaning; educational signing; installation and maintenance of a dog waste station; litter cleanup; and removal of garbage from litter containers associated with Parkway facilities.
3. Public use of the Parkway shall be governed by the provisions of Idaho Code title 67, title 42, and IDAPA 26.01.20 – Rules Governing the Administration of Park and Recreation Areas and Facilities.
4. Those portions of the Parkway addressed in this MOU, in conjunction with IDPR's land at Higgins Point and the trail and parkway along those portions of E. Coeur d'Alene Lake Drive under the jurisdiction of the East Side Highway District, shall be collectively known and managed as Coeur d'Alene Parkway State Park.
5. Subject to applicable State law, including but not limited to the Idaho Constitution, Art. 7, Sec. 11; the Idaho Tort Claims Act, Idaho Code title 6, chapter 9; and Idaho Code §§ 59-1015 and 1016; IDPR agrees to indemnify, defend, and hold harmless, CITY and its officers, agents and employees from and against any and all liability, demands, claims, damages, losses and expenses (including reasonable attorney fees) and liabilities of every nature whatsoever, that may be incurred by reason of any claimed act or omission, neglect or misconduct of IDPR in the operation and maintenance of the Parkway. IDPR shall not be required to indemnify CITY hereunder for any harm or damage resulting from CITY's negligence or breach of obligations under this MOU. Nothing contained herein shall be deemed a waiver of the State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

B. CITY responsibilities:

1. CITY, as the successor in interest to all applicable easements and title documents for E. Coeur d'Alene Lake Drive, shall be responsible for maintenance of the side slopes and other lands between the trail and the lake shore, including the addressing of any riparian access issues and any other

issues with underlying or adjacent landowners, including any applications to construct docks or other encroachments, consistent with the holding in *Lake Coeur d'Alene Investments, LLC v. Idaho Dept. of Lands*, 149 Idaho 274 (2010). CITY will notify IDPR of any issues that may impact the utilization of the Parkway.

2. CITY shall be responsible for: all capital improvements; all repairs (over \$300) to existing facilities, grounds and irrigation systems; and where applicable, construction of improvements necessary to comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.
3. City shall: provide for an annual pumping of the two existing vault toilets; maintain and provide weed spraying of the separation ditch from Potlach Hill overpass to Silver Beach to prevent vegetative growth; maintain vehicle and pedestrian traffic control devices, illumination, and signs; maintain and clean drainage features and culverts; maintain the parking area (including curb, sidewalk and asphalt patching and repairs, crack sealing, asphalt sealcoats); stripe the parking area as needed, but on a minimum of a 3-year cycle; and provide parking area snow removal. Provided, that in removing snow from parking area, CITY shall place removed snow in manner that does not impact or restrict trail access or use.
4. To the fullest extent allowed by law, the CITY will indemnify, save harmless and defend, regardless of outcome, IDPR from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any claimed act or omission, neglect or misconduct of CITY in the operation and maintenance of the trail facility.

C. It is further agreed by CITY and IDPR:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That the CITY and IDPR shall coordinate issuance of event permits that (1) utilize both the Parkway and lands under CITY management (including, but not limited to, the Centennial Trail and those portions of the E. Coeur d'Alene Lake Drive right-of-way not included in the Parkway), or (2) that would impact vehicle travel on E. Coeur d'Alene Lake Drive. Such permits will be valid only with the approval of both IDPR and the CITY.
3. Any communication to IDPR regarding any matter addressed in this MOU shall be directed to:

Park Manager  
Coeur d'Alene Parkway  
2885 Kathleen Avenue, Suite 1  
Coeur d'Alene, ID 83815  
208-683-2425

4. Any communication to CITY regarding any matter addressed in this MOU shall be directed to:

Bill Greenwood City of Coeur d Alene Parks & Recreation Director  
710 Mullan Coeur d Alene, Idaho 83814  
(208) 769-2251

5. That this MOU may be modified by mutual written agreement.
6. That this MOU is for a term of five years and shall renew automatically on the fifth anniversary of its signing, and every five years thereafter, unless a party hereto provides notice no less than ninety (90) days before such renewal of its intent to terminate, or seek modification of, this MOU.
7. That this MOU may be terminated by either party with ninety (90) days' notice to the other party.
8. That termination of this MOU by either party for any reason shall not be cause for claims of damages by the other party.
9. That this MOU shall not be construed as a lease of the Parkway to IDPR and that no leasehold interest is conveyed herein.
10. Nothing in this MOU shall be deemed to make either party an agent of the other party. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
Steve Widmyer, Mayor

**ATTEST:**

**IDAHO DEPARTMENT OF PARKS AND RECREATION**

\_\_\_\_\_  
David Langhorst, Director

**ATTEST:**

STATE OF IDAHO                 )  
County of Kootenai              ) ss.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO                 )  
County of Ada                 ) ss.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_