



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.

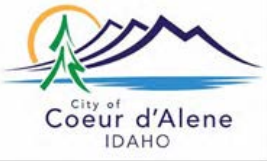
Parks & Recreation Commission Meeting Community Room - Library

AGENDA

January 27, 2025 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) “Conflict of Interest” Declaration
- 4) Approval of November 18, 2024 Minutes – Action Item
- 5) Staff Comments
- 6) Commissioner Comments: Cranston, Hill, Tate Reappointments-Action Item
- 7) Public Comments (Comments limited to **3** minutes)
- 8) Pickleball Memorandum of Understanding-Action Item
- 9) Junior Tackle Agreement Renewal-Action Item
- 10) Atlas Passive Watersports Vendor Agreement-Action Item
- 11) McEuen Concert Series Agreement-Action Item
- 12) Next Meeting / Adjournment:
 - Monday, February 24, 2025-5:30 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

PARKS & RECREATION DEPARTMENT

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

PARKS & RECREATION COMMISSION MINUTES

November 18, 2024 – 5:30 p.m.

COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair
Mike McDowell
Warren Bakes
Bridget Hill
Jim Lien
Ginny Tate
Christie Wood, Council Liaison
Jerren Bailey, Student Representative

STAFF PRESENT:

Bill Greenwood, Parks & Recreation Director
Adam Rouse, Recreation Superintendent
Nick Goodwin, Urban Forester
Monte McCully, Trail Coordinator
Melissa Brandt, Transcriptionist

ABSENT:

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

1. ROLL CALL

Seven members present, resulting in a quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Hill led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None

4. APPROVAL OF MINUTES – *Action Item*

Commissioner McDowell made a motion to approve the minutes of July 15, 2024. Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: We had 80 students from Lake City High School help with projects on Tubbs Hill. CDA on Ice is up and running. Request for Qualifications will be advertised in December and January for passive kayak rental at Atlas and a free McEuen concert series on Wednesday's. Our department puts up and takes down all the flags along Northwest Blvd., Sherman, and Lakeside; this year the work was completed in quick order by starting at 4 am and renting a manlift as our bucket truck has been down. We are looking at replacing the bucket truck with a manlift, much easier to use and very efficient. We had an occurrence at one of our youth basketball games with a parent antagonizing our referees and gym monitor. As a reminder to our

parents, our programs are recreational, and many of our officials are kids themselves. The behavior was discussed with the parent and an apology will be issued. We have four vacant positions. We hope to combine some seasonal funds with savings from restructured positions to hire five more staff. We hope to fill one position by the first of January and the field positions by early spring.

Commissioner Wood: Why haven't the positions been filled? Greenwood: We are confident they will be, we have been asked to wait until the end of the year.

6. COMMISSIONER COMMENTS

Commissioner Cranston: Welcome to our new student representative, Jerren Bailey, a senior at Lake City High School.

Commissioner Hill: Leaf Fest is such a huge success best service the city provides.

7. PUBLIC COMMENTS

Suzanne Knutson, Coeur d'Alene. I'm a new board member at Specialized Needs Recreation. Thank you for your support over the years. SNR celebrated forty years this year. We wouldn't have this special program without the continued support of the City of Coeur d'Alene. Thank you to Bill Greenwood and Steve Anthony for attending our fundraiser; we received a record number of donations. About fifty percent of our participants live in Coeur d'Alene. We draw folks in from Bonner County to Lewiston. Our vision is to champion independent and joyful lives for all and our recreational opportunities are available regardless of ability to pay. We appreciate the support, and invite you to schedule a tour. Please visit our website at snridaho.org to view a video celebrating our 40 years and our families.

8. RECREATION DIVISION UPDATE – Information Item

Superintendent Rouse: Introduced Jordan Anderson, Recreation Coordinator, who has worked for the city for nearly 10 years. He was promoted to the position upon the superintendent role being filled. Konner Petticolas has been hired full-time into the Anderson's vacated Recreation Monitor position. Konner has also been with the city for 10 years in various part-time recreation positions. Website has been updated to provide online registrations, schedules, team sites, and tournament builder. We are in the middle of a swim session with 140 kids that will end mid-December with the next session starting in January. We have 500 kids participating in the basketball program, and are looking for officials and gym monitors. The Jewett House is fully booked for 2025; 16 weekends through the summer bringing in close to \$60,000. No advertising needed, the location books out due to word of mouth. Updating agreements and memorandums of understanding with user groups such as Junior Tackle, Little League, soccer clubs, and American Legion. Our basketball program utilizes Woodland, Skyway, Ramsey, and

9. AMERICAN LEGION AGREEMENT RENEWAL – Action Item

Commissioner Cranston read the staff report for the record.

Superintendent Rouse: Easiest group we work with, the only change to the agreement is extending it to five-years.

Commissioner McDowell made a motion the Commission recommend to General Services that City Council approve the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park, Commissioner Hill seconded the motion. There being no further discussion, motion passed unanimously.

10. URBAN FORESTRY UPDATE – Information Item

Goodwin: Grant work for fuel reduction treatments have been carried out at Canfield natural open space and a small project on the Prairie Trail. Driving force is public safety by providing hazard fuel treatment through an Idaho Department of Lands grant program that didn't require a match, and no city funds, it was directly funded. A Defensible Space Plan was put together working with the private landowner of the Cancourse. Grant priorities: Canfield wildland urban interface fuel break, high use trail fuel reduction, thinning of dead and diseased stands of trees. Twenty-three acres of city property on Canfield and the Cancourse is 8 acres open to the public. Objectives of the work is to save lives and protect property and support natural area special values. Prairie trail natural area buffer separates industrial area and public multi-use trail, five acres were treated that opened up the area and reduces fuel creating better visibility. Multiple fuel mitigation grants upcoming including Tubbs Hill in 2025. Another update is forthcoming in early spring next year. We have a \$600,000 federal grant for work on Tubbs Hill to mitigate as much as we can, making sure the public is aware. We are partnering with the Tubbs Hill Foundation, and they will be contributing toward this matching grant.

11. ITD AND FHWA ROW PERMISSION – Action Item

Commissioner Cranston read the staff report for the record.

McCully: Project started 18 years ago. Permission from Idaho Transportation Department to put a trail along their right of way. They are moving forward to build this hiking trail connecting the Fernan trails with the boat launch. With volunteer help we will cut out the trail up to Fernan at a nice grade from down below to above, providing walking access. Permission to move forward next summer.

Commissioner Lien made a motion to recommend the City Council allow the Parks and Recreation Department to enter into a maintenance agreement with Idaho Transportation Department in order to gain permission from them to construct a connector hiking trail from Fernan Village to the Fernan Lake Natural Park trail system, Commissioner Tate seconded the motion. There being no further discussion, motion passed unanimously.

12. NEXT MEETING / ADJOURNMENT

Commissioner Cranston announced the next meeting date.

Next meeting date:

- Monday, December 16, 2024: 5:30 p.m., Meeting; Library Community Room

Commissioner Bakes made a motion to adjourn the meeting Commissioner McDowell seconded the motion. There being no further discussion, motion passed unanimously. Meeting adjourned at 6:19 pm.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: January 27, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: INLAND NORTHWEST PICKLEBALL CLUB MOU *(Council Action Required)*

DECISION POINT: Should the Parks and Recreation Commission recommend that Council approve the Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club for use of Cherry Hill Park for their annual tournament?

HISTORY: Pickleball is one of the fastest growing sports in the nation and, just within the last year, the Club's membership has gone from 350 to over 500. We have an ongoing partnership with the Club that has allowed us to perform pickleball court improvements as well as providing pickleball lessons through our recreation division. They have held their tournament at Cherry Hill for the past five (5) years.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this MOU.

PERFORMANCE ANALYSIS: The Club has hosted their pickleball tournament at the Cherry Hill Courts for the last 5 years with great success and it brings in people from all over the country and some players from Canada. A formal MOU ensures continuity for their event into the future.

DECISION POINT / RECOMMENDATION: The Parks and Recreation Commission should recommend that City Council approve the Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D’ALENE AND
INLAND NORTHWEST PICKLEBALL CLUB
FOR THE ANNUAL PICKLEBALL TOURNAMENT**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d’Alene (“City”) and the Inland Northwest Pickleball Club (“Club”), and is intended to document the parties’ understanding of, and agreement regarding their use of city property for the Club’s Annual Cherry Hill Pickleball Tournament.

II. RECITALS:

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

WHEREAS, the Club is an Idaho unincorporated nonprofit organization, located in Coeur d’Alene, Kootenai County, Idaho, whose mailing address is P.O. Box 1234, Coeur d’Alene, Idaho, 83816; and

WHEREAS the Club annually sponsors the INWPC Annual Tournament at Cherry Hill Park, located at 1718 North 15th Street, Coeur d’Alene, Idaho; and

WHEREAS, it is the mutual desire of the City and the Club to memorialize their understanding and agreement with respect to their cooperation on the Pickleball Tournament; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this MOU shall be five (5) years, commencing on the date the parties have signed this MOU.
2. This MOU may be extended upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions the Parties may agree.

B. Fees: Appropriate permit fees will be determined each year focusing on use and impact to the park. The City agrees to receive services from the Club in lieu of fees at its discretion. Any other usage of pickleball facilities on more than a casual basis will require approval by the City and may require permit fees.

- C. Dates of Usage: The Pickleball Tournament annually takes place the second week in July and will utilize all pickleball courts at Cherry Hill Park.
- D. Waiver: The Club acknowledges and agrees that during the term of this MOU, the City may schedule programs that require use of the facilities covered by this agreement. The City will provide the Club with at least two (2) weeks' notice to allow communication with its members.
- E. Parks & Recreation Department Permit: The Club understands their Tournament activities will require an annual field use permit to be completed to ensure event activities are properly recorded for Parks and Recreation Department staff. Completion of these permits by the Club will take place at least 60 days prior to the start date of the activities.

IV. TERMS FOR EVENTS:

- A. To maintain general liability insurance with limits of at least \$1,000,000, proof of which shall be provided to the City, naming the City of Coeur d'Alene as an additional insured;
- B. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omissions, or negligence of its own officers, agents, and employees.
- C. That lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

CITY OF COEUR D'ALENE

INLAND NORTHWEST PICKLEBALL CLUB

Woody McEvers

Name _____, Title _____

ATTEST:

Renata McLeod, City Clerk

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: January 27, 2025

From: Adam Rouse, Recreation Superintendent

SUBJECT: COEUR D'ALENE JUNIOR TACKLE FOOTBALL ASSOCIATION
AGREEMENT
(Council Action Required)

DECISION POINT: Should the Parks and Recreation Commission recommend that City Council renew the use agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association (Junior Tackle) for use of Person Field?

HISTORY: Junior Tackle has conducted their program at Person Field for a number of years. The last recorded agreement expired some time ago. We are updating the agreement to include the football facility lease, use of Person Field for their program, and annual fees for electricity.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this Agreement. Junior Tackle will pay Two Thousand Dollars and No/100 (\$2,000.00) each year with a five percent (5%) increase each year.

PERFORMANCE ANALYSIS: This agreement will properly record the partnership between the City and Junior Tackle with options for renewal and increased fees annually to be in line with other Parks and Recreation Agreements. The suggested length of the agreement is five (5) years with the option to renew.

DECISION POINT / RECOMMENDATION: The Parks and Recreation Commission should recommend that Council approve the updated agreement with Coeur d'Alene Junior Tackle Football Association.

AGREEMENT

THIS AGREEMENT, entered into _____, 2025 between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the **Coeur d'Alene Jr. Tackle Football Association**, a nonprofit organization, hereinafter referred to as the "Association,"

W I T N E S S E T H:

WHEREAS, Person Playfield includes a football facility that the Association desires to use for its Football League; and

WHEREAS, the parties have reached an agreement as to certain conditions for the maintenance and other matters regarding Person Playfield;

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Parties acknowledge and agree that the owner of Person Playfield is the City of Coeur d'Alene.

2. The Association will pay Two Thousand Dollars (\$2,000.00) for the 2025 season. Each season an additional five percent (5%) increase will be assessed to the prior years' payment; as an example, 5% will be added to the 2026 payment that will total Two Thousand and One Hundred Dollars (\$2,100.00), the fee due in 2027 will be Two Thousand Two Hundred and Five Dollars (\$2,205.00), and so on. This fee covers the lease payment for the Junior Tackle Storage Shed and field use at Person Field.

3. The City will issue a separate invoice to the Association for electricity utilized by the storage shed each fiscal year; October 1 through September 30. This invoice will be processed no later than the end of January each year.

4. The Association agrees to pay fees for additional field use not covered in this agreement. Such additional field use will require a separate permit, fees, and approval by the Recreation Superintendent.

5. The Association will complete all field preparation for their use.

4. The term of this agreement will begin when signed and end December 31, 2030. Upon letter or email request, this agreement may renew for an additional five-year term as long as both parties are in agreement.

6. The Association agrees that any modifications to Person Playfield, not set forth in this agreement, must be approved by the City and paid for by the Association. This provision is not intended to apply to temporary improvements necessary to facilitate the playing of football. However, such determination as to the temporary nature of improvements shall be made by the Recreation Superintendent.

7. The Association hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including the Association's use. To this end, the Association shall provide liability insurance naming the City as additionally insured in the amount of One Million Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. Proof of insurance(s) must be provided to the city each year prior to use of the facilities by the Association.

The parties agree that Person Playfield will be available to the Association Monday through Friday, September to mid-November starting at 4:00 pm until dark, and on game days, 9 am until dark.

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 the Association has caused the same to be signed by its President, attested the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE JR. TACKLE FOOTBALL ASSOCIATION

Woody McEvers

By: _____
Bobby Fitzgerald, President

ATTEST:

Renata McLeod, City Clerk

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: January 27, 2025
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: ATLAS MILL PARK PASSIVE WATERSPORTS RENTALS

DECISION POINT:

Should the Parks and Recreation Commission recommend to City Council approval of a five-year agreement with Paul Brown, aka, Kayak CDA, LLC, to provide passive watersport rentals at Atlas Mill Park.

HISTORY:

Atlas Mill Park is Coeur d'Alene's newest waterfront park and it sees a large amount of use by visitors. Paul Brown, aka, Kayak CDA, LLC, will provide a new service for our park patrons, this would be similar to the vendor watercraft rental concessionaire we have at Independence Point.

FINANCIAL ANALYSIS:

Per the agreement, the vendor will operate seven (7) days a week during the season of operation, including weekends and holidays for a fee of Three Thousand Dollars (\$3,000.00) for the first year and increasing based on Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change.

PERFORMANCE ANALYSIS:

This concession location will offer opportunities for the public to enjoy recreational use of this waterfront location for families and visitors to the City of Coeur d'Alene.

DECISION POINT / RECOMMENDATION:

The Parks and Recreation Commission should recommend City Council approve a five-year agreement with Paul Brown, aka, Kayak CDA, LLC, to provide passive watersport rentals at Atlas Mill Park.

AGREEMENT FOR PASSIVE WATERSPORT RENTAL CONCESSION

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, 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 the "City," and Paul Brown, aka, Kayak CDA, LLC, with the principal place of business at 748 North 2nd Street, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City advertised a Request for Qualifications to establish a passive watersport rental at Atlas Mill Park; and

WHEREAS, the City evaluated the responses to the Request for Qualifications in light of the proposal requirements; and

WHEREAS, the Contractor has been awarded a contract for kayak rental at a location generally described as: a pre-fab contained booth of no more than 8' x 10' or 80 square feet at the waterfront near the accessible ramp at Atlas Mill Park.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, the Contractor shall operate and maintain a passive use kayak rental 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 the Contractor, employees of the Contractor, and any volunteers that assist the Contractor, as well as its board members (if any) and subcontractors.

Section 2. Location: The Contractor shall conduct the business of renting kayaks from a pre-fab, contained booth, no greater than 8' x 10' in size, at the waterfront near the accessible ramp at Atlas Mill Park, the precise site of which shall be determined by the Parks and Recreation Director, but will be in the general area per Exhibit A.

Section 3. Community Relations: The Contractor agrees that he, his managers, and his 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 Contractor, and his managers and employees must become familiar with the immediate area including Atlas Mill Park, Riverstone Park, and the Centennial Trail.

Section 4. Appropriate Attire: The Contractor agrees that he and his managers, and his 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 concession without a shirt or in bikini-type swimwear.

Section 5. Staffing: The Contractor's kayak concession must be staffed by at least one employee at all times the concession is open.

Section 6. Hold Harmless: The Contractor 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 caused by construction projects located in the Atlas Mill area. The Contractor further understands and agrees that, during the term of this agreement, the City or agents of the City may commence projects involving 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 Agreement," or otherwise restricting the operations of the concession.

Section 7. Worker's Compensation: The Contractor agrees to maintain workers compensation coverage on all of its employees during the term of this Agreement as required by Title 72, Idaho Code. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor 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. Notwithstanding the foregoing, nothing in this Agreement shall be construed, or is intended to be construed, so as to render the Contractor, or his employees, to be employees of the City.

Section 9. Negligent or Wrongful Acts: The Contractor 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 Contractor, and his agents or employees. The Contractor further agrees, at the Contractor's sole cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of the Contractor's concession or in connection with the negligent or wrongful acts, errors and omissions of the Contractor, and his agents or employees. To that end, the Contractor 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 10. Building Specifications: The Contractor will provide, upon City approval, a pre-fabricated booth that will remain the Contractor's property. The following concession specifications, in addition to any other requirement set forth herein, will be adhered to by the Contractor:

- A. Maximum size is a pre-fabricated shed at 8' x 10' or 80 square feet.
- B. The area in and around the concession must be kept neat and clean, and free of litter, throughout the season.
- C. The concession must display their business logo.

Section 11. Term: The City shall grant a concession permit to the Contractor for five years, covering the summer seasons beginning June, 2025, through August 31, 2030. The Contractor will operate seven (7) days a week during the season, including holidays. Hours of operation may begin at 8 a.m. and end by 6 p.m. This agreement may be renewed for an additional five (5) years upon written request by the Contractor, provided no later than the conclusion of the fifth year of this agreement, August 31, 2030.

Section 12. Consideration: The Contractor shall, in consideration for the permit to operate and maintain said concession as set forth in Section 15 at the said location, pay the sum of Three Thousand Dollars (\$3,000.00) for the first year of the Agreement by April 15 each year. The annual fee shall increase in the second and third years of this Agreement. An increase for each subsequent years will be based on the Western Consumer Price Index (CPI) increase. Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 13. City Ordinances: The Contractor shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapters 4.25 and 5.75, and all state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to the Contractor's operations.

Section 14. Violation of Regulations: The Contractor agrees that any violation of regulations, ordinances, or any evidence of collusion in the violations of regulations or ordinances, may result in criminal prosecution and/or in the revocation of the permit, together with forfeiture of the consideration, and the Contractor may not be allowed to rebid or resubmit a proposal for any concession on City property for a period of three (3) years.

Section 15. Non-transferable: The Contractor also agrees and understands that the concession site cannot be transferred to another vendor without permission of the City.

Section 16. Parking: Except for parking in lawfully designated parking spaces, neither Contractor nor its employee(s) shall park 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 17. City's Option to Terminate Agreement: The City may, at any time after providing ten (10) days' written notice to the Contractor, terminate this Agreement for cause or for no cause, and retake possession of the space. The City shall provide a refund to the Contractor of the prorated, unearned portion of the payment, unless termination was for the Contractor's wrongful conduct or violation of a provision of this Agreement. The notice of the exercise by the City of its option to terminate the Agreement for no cause shall be given in the same manner as notice of termination in case of default. The City will not be liable for any consequential damages, including loss of profits or employee wages and benefits.

Section 18. Forfeiture of Permit: It is understood that time is of the essence and should the Contractor fail to perform all of the covenants herein required, the City may declare the permit forfeited. Upon forfeiture of the permit, the Contractor shall cease operation of the concession at the location. However, before declaring such forfeiture, the City shall notify the Contractor in writing of the particulars in which the City deems the Contractor to be in default and the Contractor will have three (3) days to remedy the default. For a second or subsequent violation of this Agreement in a single year, the City may, in its sole discretion, refuse to allow the Contractor to cure and may declare an immediate forfeiture by sending written notice to the Contractor.

Section 19. 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 Contractor 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).

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 _____ have caused the same to be signed, the day and year first above written.

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

CONTRACTOR:

dba _____

By: _____
Woody McEvers, Mayor

By: _____
(Name)

By: _____
(Name)

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A



**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: January 27, 2025
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: MCEUEN CONCERT SERIES

DECISION POINT:

Should the Parks and Recreation Commission recommend that City Council approve a five-year agreement with Koep Concerts, for a free, Wednesday night concert series at McEuen Park.

HISTORY:

There has been a concert held at McEuen since 2017. Currently during the summer we have two free concert series, one at City Park and the other at Riverstone Park. The Wednesday concerts were popular and received good reviews from the public, unfortunately the previous promoter was unable to continue this series. We were contacted by several individuals interested in continuing the Wednesday concerts, therefore the decision was made to offer a Request for Qualifications solicitation. Koep Concerts had the winning RFQ for the series.

FINANCIAL ANALYSIS:

There is no financial outlay by the city for this concert series. Koep Concerts will pay a refundable deposit of Five Thousand Dollars (\$5,000.00) due at the start of each season and Four Hundred Dollars (\$400.00) for each concert. The permit fee will cover all associated costs.

PERFORMANCE ANALYSIS:

This concert series, like the other two concerts we have in the parks, will be free to the public, providing family-friendly entertainment.

DECISION POINT / RECOMMENDATION:

The Parks and Recreation Commission should recommend to City Council approval of a five-year agreement with Koep Concerts, for free, Wednesday concerts at McEuen Park.

WEEKLY CONCERT SERIES AGREEMENT

THIS WEEKLY CONCERT SERIES AGREEMENT is made and entered into this _____ day of _____, 2025, 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 the "City," and Koep Concerts, with a mailing address of P. O. Box 3018, Coeur d'Alene, Idaho, 83816.

WITNESSETH:

WHEREAS, the Koep Concerts will begin operating and managing the McEuen Concert Series held at McEuen Park. The concert events hosted by Koep Concerts may include, but will not be limited to, merchandise vendors and food/beverage vendors. The McEuen Concert series is held on Wednesday and may begin as early as mid-June through the first Wednesday in September. This schedule may be adjusted upon agreement by both parties. This Agreement shall be effective for five years; 2025 through 2030 seasons, and may be renewed for five additional years upon the written request of Koep Concerts to the City's Parks Department made no later than August 1, 2030.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, Koep Concerts is awarded this Agreement according to the terms and conditions set forth herein.

Section 1. Definition: For purposes of this Agreement, the parties agree that the term "employee" shall include employees of Koep Concerts and any volunteers that assist them during any event, as well as its board members (if any) and subcontractors.

Section 2. Scope of Permit: The City permits, and Koep Concerts accepts, the use of that part of McEuen Park shown on Exhibit "A" hereto. The use by Koep Concerts of McEuen Park, except for the area indicated on Exhibit "A," shall not be exclusive.

Section 3. Community Relations: Koep Concerts agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 4. Appropriate Attire: The Koep Concerts agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. Koep Concerts shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel. This requirement does not apply to entertainers, food vendors, arts and craft vendors, and alcohol vendors.

Section 5. Staffing: Koep Concerts agrees that each event must be staffed by at least two employees or representatives from set up through tear down of equipment. Alcohol security will be provided by the City as part of the alcohol permit for the series.

Section 6. Health Permit: Koep Concerts agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, and by the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the Agreement for the season. The purpose of the permit is to protect the public. Koep Concerts may allow the sale of any foods within the scope of the health permit.

Section 7. Food and Alcohol: Koep Concerts may allow the sale of any foods within the scope of any required health permit. Alcohol service must end by 8:30 pm.

Section 8. Non-food Items: Koep Concerts agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 9. Waiver; Hold Harmless: Koep Concerts understands and agrees that during the term of this Agreement that the City or agents of the City may commence projects involving public properties which may require the City to terminate this Agreement, or cancel one or more concerts, pursuant to the notice provision in Section 24 below. Koep Concerts specifically waives any claim as to lost profits or business under such circumstances, waives any claim for consequential damages, and shall hold the City harmless from any claim by a third party arising out of the cancellation or moving of a concert caused by unforeseen or emergency work.

Section 10. Negligent or Wrongful Act: Koep Concerts agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of Koep Concerts, its agents, or employees in the operation of an event encompassed by this Agreement. Koep Concerts further agrees, at Koep Concert's sole expense, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of any Contractor event or in connection with other negligent or wrongful acts, errors and omissions of Koep Concerts, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 11. Site Specifications: Koep Concerts agrees to the following site specifications,

- A. Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. All food concessions must be maintained according to Panhandle Health sanitation standards throughout the event.
- G. Food concession booth size is 10 ft. X 20 ft.

H. Koep Concerts and all vendors are responsible for cleanup of their area prior to and after the event.

Section 12. Term: The City shall grant an event permit to Koep Concerts for Wednesdays in mid-June through the first Wednesday of September, for concerts to be held in McEuen Park for the years 2025 through 2030, in accordance with the schedule set out herein. Koep Concerts may, at its option, renew this Agreement for an additional period of five (5) years by providing written notice to the City no later than August 1, 2030.

Section 13. Consideration: Koep Concerts, in consideration for the permit to operate and maintain said event at the said location, shall pay the Parks & Recreation Department an annual refundable deposit of Five Thousand and no/100 Dollars (\$5,000.00) each year prior to the start of the season, and a fee of \$400.00 per concert. The permit fee includes staff time and alcohol security for each concert. Fees for the concert may be paid at the end of the season. The refundable deposit must be paid in full at least seven days before the first event may be held. The deposit is fully refundable if no additional fees or penalties are assessed during the McEuen Concert series, and if there is no damage to City property, normal wear and tear excepted. Koep Concerts also agrees to cover porta-potty fees as they relate to use of the park on Wednesday evenings during the concert series.

Section 14. Other Laws: Koep Concerts shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and Chapter 5.75. In addition, Koep Concerts agrees that, in its exercise of its rights and performance of its duties under this Agreement, it shall comply with all state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Koep Concert's use of the park. As a part of this Agreement, the City will disclose all local laws that pertain to Koep Concert's use of the park under this Agreement, but the City's failure to disclose will not excuse or waive compliance with City Code.

Section 15. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared, and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A One Hundred and no/100 Dollar (\$100.00) Fire Department inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section 16. Glass Containers: Koep Concerts agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

Section 17. Parking: Koep Concerts agrees to park in lawfully designated parking spaces. With the exception of six (6) approved vehicles, neither Koep Concerts nor its agent(s) or vendors shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than ninety (90) minutes; PROVIDED, this restriction shall not apply to food trucks or display vehicles operating for purposes of a concert.

Section 18. Violation of Regulations: Koep Concerts agrees that any violation of regulations, this Agreement, or ordinance, or any evidence of collusion to violate the same, may result in criminal prosecution and/or in the revocation of the permit and termination of this Agreement, forfeitures of the full consideration, and denial of a permit to host an event or resubmit a proposal for a period of three (3) years.

Section 19. Non-transferable: Koep Concerts also agrees and understands this Agreement cannot be transferred to another host/sponsor without permission of the city.

Section 20. Concert Information: Koep Concerts will submit to the Parks & Recreation Department at least 60 days prior to the first concert in each year a list of all performers. Koep Concerts further agrees to meet with the Parks and Recreation Department to review access for the vendors, entertainers, site layout, financial assurances, any potential changes in the event venue, or any other issue deemed relevant by the Parks and Recreation Department. Access generally relates to vehicle access prior to the concert for setting up and taking down. Specific access points will be identified and monitored by the Parks and Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. Koep Concerts will meet with the Parks and Recreation Department, if needed, at least one week before the season to review final details. Koep Concerts may begin setting up for the event as early as 8:00 a.m., each Wednesday and the event shall be open to the public by 5:00 p.m. each Wednesday. Music and amplification of sound must end by 9 p.m. Fencing and larger items may be removed from the park the next morning. Failure to comply to sound/amplification ending by 9 pm, may result in the assessment of a civil penalty of Five Hundred and no/100 Dollar (\$500.00) per occurrence.

Section 21. Forfeiture of Permit: It is understood that time is of the essence and should Koep Concerts fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Agreement. However, before declaring such forfeiture, the City shall notify Koep Concerts in writing of the particulars in which the City deems Koep Concerts to be in default and Koep Concerts will have seven (7) days to remedy the default. For a second or subsequent violation of this Agreement in a single year, the City may, in its sole discretion, refuse to allow Koep Concerts to cure and may declare an immediate forfeiture by sending written notice to Koep Concerts.

Section 22. Waiver: A failure of the City to declare any breach or default of this Agreement, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default. The City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default, even involving the same provision of this Agreement. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Agreement.

Section 23. 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 Koep Concerts at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in 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 24. Insurance: Koep Concerts shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code § 6-924.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said City, and Contractor have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Woody McEvers, Mayor

By: _____
Michael Koep

By: _____
Renata McLeod, City Clerk

Exhibit A

