



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

## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members McEvers, Miller & Gookin**

**May 23, 2022, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

### **AGENDA**

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

- Item 1 Request Approval of a Public Comment Policy– Director Renata McLeod, Municipal Services Department, and City Attorney Randy Adams.
- Item 2 Request Approval of Change Order No. 1 in the Amount of \$248,325.87, and an Amendment to the Construction Contract with La Riviere, Inc., for the Water Transmission Main Project Along the Centennial Trail– Superintendent Terry Pickel, Water Department
- Item 3 Request Approval of an Amendment to the Professional Services Agreement with Jeff Crowe dba Bunkhouse Media, Amending the Scope of Services and Compensation – Director Renata McLeod, Municipal Services Department

*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 Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

- Item 4 Request Approval of a Lease Agreement with Paul Mason for a Mobile Food Concession at Atlas Mill Park – Director Bill Greenwood, Parks and Recreation Department
- Item 5 Request Approval of a Lease Agreement with King Morton LLC, and KJ Watersports LLC, for the Construction and Operation of Commercial Docks located near the Harbor Center - Director Bill Greenwood, Parks and Recreation Department
- Item 6 Request Approval of Acceptance of a Donation in the Amount of \$1,000.00, from Private Citizen Robert Blansfield, to Assist with the Recently Approved Drone Purchase – Chief Lee White, Police Department

*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 Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** MAY 23, 2022

**FROM:** RENATA MCLEOD, CITY CLERK/MUNICIPAL SERVICES DIRECTOR  
RANDY ADAMS, CITY ATTORNEY/LEGAL SERVICES DIRECTOR

**SUBJECT:** APPROVAL OF A POLICY FOR PUBLIC COMMENTS AND MOTIONS

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**DECISION POINT:** Should Council approve a policy for governing public comment at meetings of Council and other City commissions and committees? Should Council establish a policy of procedure that every motion made at City meetings requires a second in order to move it forward for further discussion and a vote?

**HISTORY:** In December 2020, staff presented a proposed policy for public comment to both Council sub-committees (minutes attached). Feedback at that time requested additional clarity in the policy that comments be focused on current meeting agenda items or matters of public interest, confirmation of a 3-minute maximum, and application to all public meetings where public comments are allowed. At the second sub-committee meeting, requests were made to remove the requirement that public comment must be related to the current agenda, and that proposed rules relating to back and forth discussions and complaints be further developed. Concern was expressed about preventing relevant public comment. Council took no final action on the proposed policy. Mayor Hammond has requested a policy be brought back for discussion. He has requested that public comment may only be offered by residents of Coeur d'Alene and that the public comment period at each meeting be limited to no more than 30 minutes. In looking back in the City records, no policy regarding public comments has ever been adopted. In consultation with the City Attorney's office, it is recommended that the City should have a formal policy if the City wants to impose any restrictions and/or limitations on public comment. There were no examples of such a policy in other communities in north Idaho. However, there are several examples throughout the United States. Attached is a draft policy that attempts to encompass the Mayor's request and Council's comments, and that is legally defensible.

Additionally, the Mayor would like Council to have a formal rule of procedure that a motion requires a second to move it forward for further discussion and a vote. Currently, there is no City rule or State law which requires a second in order to move a motion forward for discussion and a vote. The Council has traditionally followed such procedure, but it currently is not legally required.

The proposed policy was presented at the May 9, 2022 General Services/Public Works subcommittee meeting. Council provided some inputs, which have been reflected as potential alternate rules in the proposed policy.

**FINANCIAL:** There is no financial impact to these actions.

**DECISION POINT/RECOMMENDATION:** Council should approve a policy regulating public comments. Council should approve a rule of procedure that a motion requires a second in order to move it forward for further discussion and a vote.

The Mayor and City Council have determined that public comment during City Council meetings and meetings of City commissions, boards, and committees is beneficial to the City and members of the public as it facilitates the sharing of information and promotes the transparency of government. Therefore, a period for public comment will set aside as indicated on the agenda for each meeting, subject to the following rules and conditions.

Rule 1. While, as a general rule, a period of public comment shall be provided during meetings of the City Council and City commissions, boards, and committees, such period may be canceled for any specific meeting in the discretion of the Mayor or the chair. The City will endeavor to inform the public prior to a meeting if there will be no public comment period, but lack of notice does not require that public comment be accepted.

Rule 2. A Public Comment period shall be no longer than 30 minutes per meeting. The Mayor or chair may allow additional time.

*Rule 2 alt A. A Public Comment period shall generally be no longer than 30 minutes per meeting. The Mayor or chair may allow additional time.*

*Rule 2 alt B. ~~A Public Comment period shall be no longer than 30 minutes per meeting. The Mayor or chair may allow additional time.~~*

Rule 3. Public comment will only be accepted from City of Coeur d'Alene residents.

*Rule 3 alt A. Public comment will only be accepted from Kootenai County residents.*

*Rule 3 alt B. ~~Public comment will only be accepted from Kootenai County residents.~~*

Rule 4. Public comment shall only be accepted on matters of current City business. Public comment is not allowed on matters of personal or commercial business.

*Rule 4 alt A. Public comment shall only be accepted on matters on the current Agenda for the meeting.*

*Rule 4 alt. B. ~~Public comment shall only be accepted on matters of current City business. Public comment is not allowed on matters of personal or commercial business.~~*

Rule 5. Public comment during the period of public comment shall not be accepted on matters scheduled for a public hearing before that body.

Rule 6. Individuals in need of interpreters or other special accommodations must contact the City Clerk at least three (3) business days in advance of the meeting. Reasonable accommodations, if available, will be provided free of charge.

Rule 7. No person shall make public comment until recognized by the Mayor or chair.

- Rule 8. No person shall make public comment except at the podium and using the microphone, or through a telecommunications program made available by the City. Public comment shall be addressed to the Mayor or the chair.
- Rule 9. Prior to speaking, a member of the public shall state his/her true name and address for the record. Refusal to provide the name or address shall be grounds for denying an opportunity to address Council.
- Rule 10. Each speaker shall have a maximum of three (3) minutes to make public comment. The Mayor or chair may grant additional time.
- Rule 11. Repetitive comments can be unnecessarily disruptive and unduly time-consuming. The Mayor or chair may limit repetitive comments.
- Rule 12. Questions from the public should not be addressed by Council or the commission, board, or committee members without the permission of the Mayor or the chair. It is not the purpose of public comment to engage in a back-and-forth exchange. Members of the public with questions should direct their questions to the City Administrator or the appropriate department during the City's regular business hours.
- Rule 13. No vulgar, profane, obscene, abusive, or slanderous language will be allowed during the public comment period.
- Rule 13 alt A. No disparaging, vulgar, profane, obscene, abusive, or slanderous language will be allowed during the public comment period.*
- Rule 14. Complaints about staff or others constitute a disruption of the orderly and fair conduct of a meeting by virtue of their irrelevance, tone, and/or manner, and will not be allowed. Complaints about City staff should be addressed privately, through either a written letter, complaint, or phone call to the City Administrator.
- Rule 14 alt A. Complaints about staff or others constitute a disruption of the orderly and fair conduct of a meeting by virtue of their irrelevance, tone, and/or manner, and will not be allowed. Disparaging or slanderous comments will not be allowed. Complaints about City staff should be addressed privately, through either a written letter, complaint, or phone call to the City Administrator.*
- Rule 15. If the speaker wishes to offer documents, sufficient copies must be provided to the City Clerk for distribution to the Mayor or chair, the Council or members of the body, the City Attorney, and for the public record.
- Rule 16. No speakers will be accommodated after the Public Comment Session is closed by the Mayor or chair.

Rule 17. Persons violating these rules and disrupting the meeting may be ejected from the meeting room by the Mayor or chair after being given a warning.

**PUBLIC WORKS/GENERAL SERVICES  
STAFF REPORT**

**DATE:** May 23, 2022

**FROM:** Terry Pickel, Water Department Director

**SUBJECT:** Change order for construction of a new 18" Water Transmission Main along the Centennial Trail.

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**DECISION POINT:** Should City Council approve a proposed change order in the amount of \$248,325.87, amending the contract with La Riviere, Inc., for installation of a new 18" water transmission main along the Centennial Trail?

**HISTORY:** On November 16, 2021, City Council approved a construction contract with LaRiviere, Inc., as the lowest responsive bidder for construction of a new 18" water transmission main to move water from the Atlas Well to the General Zone at Riverstone Dr. and Seltice Way. The City received a permit for construction from ITD with no conditions. Water Department staff later received a notification from Chris Bosley, City Engineer, that he had been informed of the potential for considerable widening of I90 from Atlas Road to Sherman Avenue. This included potential encroachment into the existing Centennial Trail that could require relocation of the trail. This forced staff to direct the project engineer to investigate moving the water line project south out of the expected I90 future encroachment. Discussion ensued regarding additional costs related to the planned realignment.

**FINANCIAL ANALYSIS:** Funding for the proposed project is included in the 2021-22 FY budget at \$1,500,000.00, to be paid out of Capitalization Fees. Due to the unforeseen I90 reconstruction coming up in the next few years, staff decided to move the planned water line location closer to the south fence along the trail. La Riviere, Inc., has submitted a change order request of an additional \$248,325.87 in addition to the current contract price of \$890,713.50, for a total construction cost of \$1,139,039.37. This is still under the planned budget and funding will be carried over into the next fiscal year budget as the project may not be entirely completed by September 30<sup>th</sup>.

**PERFORMANCE ANALYSIS:** The Centennial Trail Transmission Main will move water from the Atlas Well south to I90 and then east along the trail to the Riverstone Drive area where it will supply adequate water to the General Zone to meet peak demand. As previously mentioned, potential construction cost changes associated with the realignment were discussed. The contractor originally requested an additional \$476,337.75 in a change order for the additional work. Through negotiations with the contractor and receipt of further information from the ITD Engineering firm, staff was able to reduce the proposed additional cost to the currently requested \$248,325.87. The project will still include all portions of the original contract, some additional tree removal, a new south fence along this section of the trail, and relocation of a 25-foot deep swale to accommodate the main and new trail alignment to meet I90 widening expectations. Additional easements from the adjacent property owners will ensure adequate protection of the new main.

**DECISION POINT/RECOMMENDATION:** City Council should approve a change order in the amount of \$248,325.87, which will be in addition to the original bid price of \$890,713.50, for a total contract price of \$1,139,039.37, and an amendment to the current contract with La Riviere, Inc., for installation of a new 18" water transmission main along the Centennial Trail.

# CHANGE ORDER NO. 1

PROJECT: CDA Transmission Line - Centennial Trail  
 DATE OF ISSUANCE : 05/18/2022

STATE: Idaho  
 EFFECTIVE DATE : 05/18/2022

OWNER: City of CdA, Water Dept., 710 E. Mullan Avenue, Coeur d'Alene, ID 83814  
 CONTRACTOR: LaRiviere, Inc., 17564 N Dylan Ct, Rathdrum, ID 83835  
 ENGINEER: Welch, Comer & Associates, Inc. 330 E. Lakeside Ave., Ste. 101, Coeur d'Alene, Idaho 83814

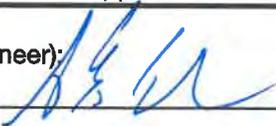
**You are directed to make the following changes in the Contract Documents:**  
 (supplemental plans and specifications attached)

<u>Item Description</u>	<u>Change in Price</u>	<u>Change in Time</u>
Item #1 - Alignment Changes	\$248,325.87	10

**JUSTIFICATION:**  
 SEE ATTACHED CHANGE SUPPORT SHEET

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES (days or dates):
Original Contract Price:	Original Contract Times
Base Bid <span style="float: right;">\$ 765,215.00</span>	Substantial Completion: <span style="float: right;">06/04/22</span>
Add Alternates (1-2) <span style="float: right;">\$ 125,498.50</span>	Ready for Final Payment: <span style="float: right;">06/14/22</span>
Total Original Contract Price <span style="float: right;">\$ 890,713.50</span>	
Previous Change Orders	Previous Change Orders
Change Order No. _____ <span style="float: right;">\$ -</span>	Change Order No. _____
Change Order No. _____ <span style="float: right;">\$ -</span>	Change Order No. _____
Change Order No. _____ <span style="float: right;">\$ -</span>	Change Order No. _____
Net Changes from Previous Change Orders <span style="float: right;">\$ -</span>	Net Changes from Previous Change Orders <span style="float: right;">0</span>
Contract Price prior to this Change Order <span style="float: right;">\$ 890,713.50</span>	Contract Times prior to this Change Order
	Substantial Completion: <span style="float: right;">06/04/22</span>
	Ready for Final Payment: <span style="float: right;">06/14/22</span>
Net Increase/Decrease of Alternates <span style="float: right;">\$ -</span>	Net Increase/Decrease of this Change Order <span style="float: right;">10</span>
Net Increase/Decrease of Change Order Items <span style="float: right;">\$ 248,325.87</span>	
Net Total Change Order Amount <span style="float: right;">\$ 248,325.87</span>	
Contract Price with all approved Change Orders <span style="float: right;">\$ 1,139,039.37</span>	Contract Times with all approved Change Orders
	Substantial Completion: <span style="float: right;">06/14/22</span>
	Ready for Final Payment: <span style="float: right;">06/24/22</span>

This document will become a supplement to the contract and all provisions will apply hereto.

**RECOMMENDED (Engineer):**  
 By:  Name/Title: Steve Cordus PE Date: 5/18/22

**APPROVED (Owner):**  
 By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTED (Contractor):**  
 By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT CHANGE ORDER NO.1  
TO  
TRANSMISSION LINE - CENTENNIAL TRAIL**

**Item #1 - Alignment Changes**

**JUSTIFICATION:**

Waterline alignment from STA 100+87.95 through STA 126+50 is being shifted south from original project drawings to accommodate future expansion of I-90. In order to accommodate this shift, the work items listed below must be added to the Contractor's scope of work.

**DESCRIPTION:**

The listed pay items cover all Work required to facilitate moving waterline from location shown in original plans to 8' north of the existing ITD fence along the centennial trail between STA 100+87.95 and 126+50 as shown in updated construction drawings dated 5/18/2022 (attached). All costs listed below include all labor, equipment, and materials required to complete work listed in pay item description. No consideration will be given for any future requests for unit price increases due to future price escalation of raw materials.

**NEGOTIATED PRICE:**

**\$248,325.87** Payment will be made based on actual final quantities using the unit prices listed below. Includes: All equipment, materials and labor associated with change described above.

**CONTRACT TIMES:**

**10** Additional days will be added as a result of this change.

**NEW PAY ITEMS**

Pay Item	Description	Unit	Original Contract Qty	Change Order Qty	Resulting Contract Qty	Unit Price	Total (C.O. Qty x Unit Price)
CO1-301	Fence Demolition	LF	0	<b>2562.05</b>	2562.05	\$6.11	\$15,654.13
CO1-302	Additional Clear/Grub	LS	0	<b>1</b>	1	\$25,737.63	\$25,737.63
CO1-303	Temp. Construction Orange Fence	LF	0	<b>500</b>	500	\$6.18	\$3,090.00
CO1-304	Temp. Security Fense at Landscape Store	LF	0	<b>500</b>	500	\$3.66	\$1,830.00
CO1-1	Temp. Security Fense Mobe	LS	0	<b>1</b>	1	\$232.02	\$232.02
CO1-305	Remove and Replace Pipe Racks	EA	0	<b>2</b>	2	\$672.53	\$1,345.06
CO1-306	Remove Jersey Barrier and Concrete Pillar	EA	0	<b>2</b>	2	\$938.96	\$1,877.92
CO1-307	Aboe Ground Utility Support	EA	0	<b>5</b>	5	\$864.01	\$4,320.05
CO1-308	New 18-Inch CMP	LF	0	<b>143</b>	143	\$119.79	\$17,129.97
CO1-309	Backfill Swale	CY	0	<b>2632</b>	2632	\$8.80	\$23,161.60
CO1-310	Import Backfill	TON	0	<b>2986</b>	2986	\$16.50	\$49,269.00
CO1-311	Construct New Swale	CY	0	<b>1250</b>	1250	\$6.86	\$8,575.00

Welch, Comer & Associates, Inc.

CO1-312	New Fence Standard	LF	0	<b>2062.05</b>	2062.05
CO1-313	New Fence Security	LF	0	<b>500</b>	500
CO1-314	Survey (Calculate Swale(s) Volume)	LS	0	<b>1</b>	1
CO1-315	Superintendent	HR	0	<b>80</b>	80

**Subtotal**

\$27.54	\$56,788.86
\$51.78	\$25,890.00
\$3,415.04	\$3,415.04
\$125.12	\$10,009.60

**\$248,325.87**

**TOTAL NET CHANGE**

**\$248,325.87**

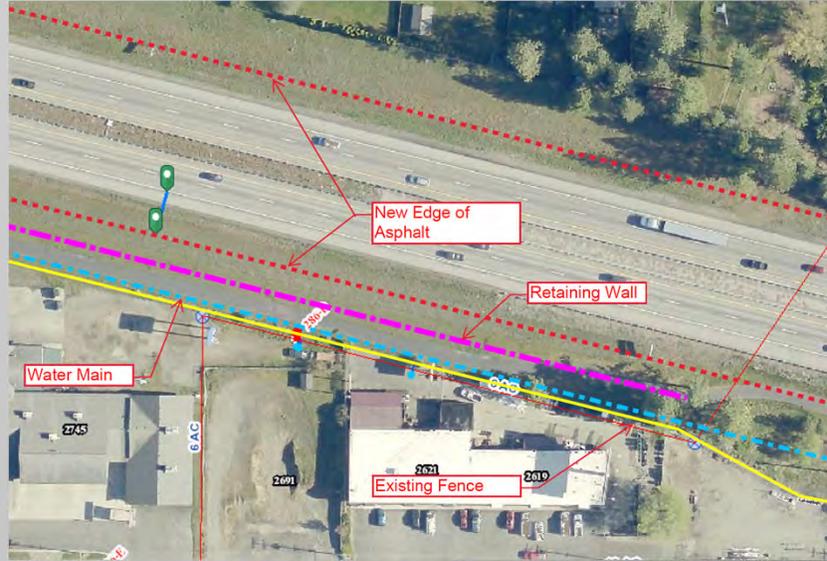


# **Northwest Water System Improvements**

**CDA Water Department  
With  
Welch Comer and Associates**



## PLANNED WATER SYSTEM IMPROVEMENTS



## PLANNED WATER SYSTEM IMPROVEMENTS



# CENTENNIAL TRAIL CHANGE ORDER

**CHANGE ORDER NO. 1**

PROJECT: CDA Transmission Line - Centennial Trail STATE: Idaho  
 DATE OF ISSUANCE: 05/14/2022 EFFECTIVE DATE: 05/15/2022

OWNER: City of CoA, Water Dept., 710 E. Miller Avenue, Coeur d'Alene, ID 83814  
 CONTRACTOR: LaRiviere, Inc., 17564 N. Dylan Ct., Burdett, WI 53835  
 ENGINEER: Walsh, Comer & Associates, Inc., 330 E. Lakeside Ave., Ste. 101, Coeur d'Alene, Idaho 83814

You are directed to make the following changes in the Contract Documents:  
 Implement items and specifications attached.

Item Description	Change in Price	Change in Time
Item #1 - Alignment Changes	\$248,325.87	10

**JUSTIFICATION:**  
 SEE ATTACHED CHANGE SUPPORT SHEET

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME (days or dates):	
Original Contract Price:	\$ 150,216.00	Original Contract Term:	
Base Bid	\$ 129,488.00	Substantial Completion:	08/04/22
Add Alternates (1-2)	\$ 20,728.00	Ready for Final Payment:	05/14/22
<b>Total Original Contract Price</b>	<b>\$ 890,713.50</b>		
Previous Change Orders	\$ -	Previous Change Orders	
Change Order No. _____	\$ -	Change Order No. _____	
Change Order No. _____	\$ -	Change Order No. _____	
Change Order No. _____	\$ -	Change Order No. _____	
<b>Net Changes from Previous Change Orders</b>	<b>\$ -</b>	<b>Net Changes from Previous Change Orders</b>	<b>0</b>
Contract Price prior to this Change Order	\$ 890,713.50	Contract Time prior to this Change Order	08/04/22
		Substantial Completion:	05/14/22
		Ready for Final Payment:	05/14/22
Net Increase/Decrease of Alternates	\$ -	Net Increase/Decrease of this Change Order	10
Net Increase/Decrease of Change Order Items	\$ 248,325.87		
<b>Net Total Change Order Amount</b>	<b>\$ 248,325.87</b>		
Contract Price with approved Change Orders	\$ 1,139,039.37	Contract Time with all approved Change Orders	05/14/22
		Substantial Completion:	05/24/22
		Ready for Final Payment:	05/24/22

This document will become a supplement to the contract and all provisions will apply hereto.

**RECOMMENDED (Engineer):**  
 By: *[Signature]* Name/Title: *Steve Cordas, P.E.* Date: *5/14/22*

**APPROVED (Owner):**  
 By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTED (Contractor):**  
 By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CENTENNIAL TRAIL TRANSMISSION MAIN

**DECISION POINT/RECOMMENDATION:** City Council should approve a change order in the amount of \$248,325.87, which will be in addition to the original bid price of \$890,713.50, for a total contract price of \$1,139,039.37, and an amendment to the current contract with La Riviere, Inc., for installation of a new 18” water transmission main along the Centennial Trail.



# CENTENNIAL TRAIL TRANSMISSION MAIN

**Thank you!**



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** MARCH 22, 2022

**FROM:** RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

**SUBJECT:** CDA TV PRODUCTION SERVICES WITH BUNKHOUSE MEDIA

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**DECISION POINT:**

- Amendment to the Professional Services Agreement Scope of Services with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services and compensation.

**HISTORY:**

The City's current contract with Mr. Crowe was entered into on June 18, 2019, for an initial term ending September 2020. The agreement allowed for four additional one-year terms, ending September 2024. Mr. Crowe has been providing CDATV Channel services since 2007. The City has received many accolades for its professional Public Education Government Channel programming and has grown its partnerships with North Idaho College, City of Hayden, Panhandle Health District, and the School District under the leadership of Mr. Crowe. Over the years, Mr. Crowe has proven to be a leader in the video industry and has assisted several city partners, such as the School District and Kootenai County with establishing their production facilities. Throughout the past couple years of ebbing and flowing with COVID, we have found several areas that were not covered in the original scope of service. Therefore, staff is requesting an amendment to the Agreement to include the new scope of service, which includes a monthly increase in the compensation by \$391.00, which equals \$4,692.00 annually, starting May 1, 2022.

**FINANCIAL ANALYSIS:**

This is an increase for this fiscal year of \$1,955, which will be covered by savings from other line items within the Municipal Services Department budget. The Annual cost will be included in next year's budget proposal. All other parts of the agreement remain the same.

**PERFORMANCE ANALYSIS:**

By continuing to engage the services of Jeff Crowe, the City will continue its production professionalism and retains leadership for the future of the City's television channel.

**DECISION POINT/RECOMMENDATION:**

- Amendment to the Professional Services Agreement Scope of Services with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services and compensation.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Consultant shall insure that all services relating to the operation of CDA-TV, are timely, specifically, but not limited to: the live broadcast of City meetings including City Council, Planning Commission, Parks and Recreation Commission, General Services and Public Works. Additional regular programs to include the Mayor's show, Mayor's State of the City Address, ignite CDA Board Meetings, and public service announcements. Occasionally there may be special events/productions requested by the City related to service, Federal codes, and/or Public Safety. The City Clerk will determine production priorities when/if time conflicts arise.

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The Consultant shall be responsible for:

- Organizing, scheduling, and production of City programming on CDA-TV.
- Coordinate, broadcast and record live/rebroadcast/audio only government meetings, hearings and town-hall type meetings.
- Produce, edit, and rebroadcast government meetings and hearings.
- Production of public service announcements and informational bulletin board.
- Provide guidance to educational, civic organizations and city-wide departments to seek education, government and other public informative broadcast materials.
- Make professional technical recommendations for the operations and production quality standards of the cable channel, including but not limited to equipment upgrades.
- Research additional programming with content in keeping with the CDA-TV mission
- Maintain programming schedule on CDA-TV website.
- Work with City Departments and City affiliated organizations to develop programming.
- Live Streaming, to include uploading non-CdA-TV productions to the City's YouTube Channel (not aired on CdA-TV).
- Editing then uploading to YouTube non-CdA-TV productions (not aired on CdA-TV).
- Zoom Broadcasting to the City cable channel(s).

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Facilities:

- Re-engineered the audio in the Community room for various set-ups and updates.
- Assistance/training with public safety personnel regarding equipment acquisition and production facilities and media production.
- Repair of Community Room wiring as damaged occurs.

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The City requires the following tangible documents be created and provided the City as they relate to the operations and procedures of the government channel:

- Schematics of the equipment in the City cable studio, as upgrades and changes are made.
- Step-by-step procedures manual in how to operate the studio for the production of live broadcasts, for recording live meetings or hearings, for the creation and broadcast of the informational bulletin board.
- Implementations and phasing for future equipment upgrades (as approved and budgeted by the City).

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- Complete and accurate inventory of all equipment and supplies in the studio.
- Provide monthly activity logs and attends ~~to~~ the Cable-TV Committee.

All services shall be in accordance to the Policies and Procedures adopted by the City of Coeur d'Alene.

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**Date:** May 23, 2022

**From:** Bill Greenwood Park & Recreation Director

**Subject:** APPROVE FOOD CONCESSION VENDOR FOR  
ATLAS PARK

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**Decision Point:** Approve the proposal received, through RFP selection, from Paul Mason for food concessions at Atlas Park and authorize staff to negotiate with possible food vendors for the remaining three locations?

**History:** Atlas Park is Coeur d'Alene's newest waterfront park and it already sees a large amount of use by visitors. The park was constructed with an area built for up to four food trucks to operate from Memorial weekend through Labor Day. This vendor pad has electric and water built in for use by food concessionaires. Food concessions will provide a needed service for the visiting public. City Council approved the advertisement for this RFP on April 19.

**Financial Analysis:** The fee for each agreement will be a minimum of \$5,000.00 per year for three years, with the option to renew for an additional three years for each vendor. Payments shall be made before April 15 for each subsequent year, with the payment being made to the City's Parks and Recreation Department, and deposited in the Parks Capital Improvement Fund. The one vendor proposal (Paul Mason) that we received on May 6<sup>th</sup> is for \$6,000.00 per year.

**Performance Analysis:** Food vendors provide a service to the public that we do not provide. It is in a good location in a busy area and visible to daily park visitors and new visitors. The lease agreements will require the vendors to keep the area neat and clean, and also impose additional requirements on the vendors consistent with other similar City contracts.

**Decision Point:** Approve the proposal received from Paul Mason for food concessions at Atlas Park and authorize staff to negotiate with possible food vendors for the remaining three locations.

## LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Paul Mason, with his principal place of business at 2030 US Highway 93, Whitefish, MT, hereinafter called "Lessee."

WITNESSETH:

THAT, WHEREAS, Paul Mason 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 concrete pad no. four (4) closest to the restroom in Atlas Mill Park 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 Paul Mason.

Section 2.     Community Relations: The Lessee 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 Lessee and his managers and employees must become familiar with the immediate area including Atlas Mill Park, Riverstone Park, and the Centennial Trail.

Section 3.     Appropriate Attire: The Lessee 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 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 July 5th for the 2022 season, by April 15<sup>th</sup>, 2023 for the 2023 season, and by April 15<sup>th</sup>, 2024 for the 2024 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 the Atlas Mill area. 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 Atlas Mill Park including, but not necessarily limited to, mobile food concessions permitted by bid award.

Section 11.    Waiver: The Lessee understands that during the term of this agreement, the City may be undertaking repairs to the Atlas Mill Park, 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.

Section 12.    Worker's Compensation: The Lessee agrees to maintain workers 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, and his 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, and his 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: 22 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Cooling source: battery, ice, or propane.
- 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.

Section 15. Term: The City shall grant a mobile food concession permit to the Lessee for the season of June 1, 2022 to September 30, 2022, May 1, 2023 to September 30, 2023 and May 1, 2024 to September 30, 2024.

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 sum of Six Thousand Dollars (\$6,000.00) by July 5, 2022, for the first year of the lease upon the signing of this agreement. Payments for each subsequent year of the lease shall be made by April 1 of the lease year. The annual lease fee shall increase in the second and third years of this agreement. The increase shall be based on the Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change. For example, the lease payment for 2022 will change by the percent change in the annual average 2021/2022, as shown in the Consumer Price Index Overview Table-West, published by the Bureau of Labor Statistics. Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 17. No Alcohol: The Lessee agrees he shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots, nor shall his 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

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 ten (10) day's 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 three (3) 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).

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

LESSEE:  
\_\_\_\_\_  
dba \_\_\_\_\_

By: \_\_\_\_\_  
James Hammond, Mayor

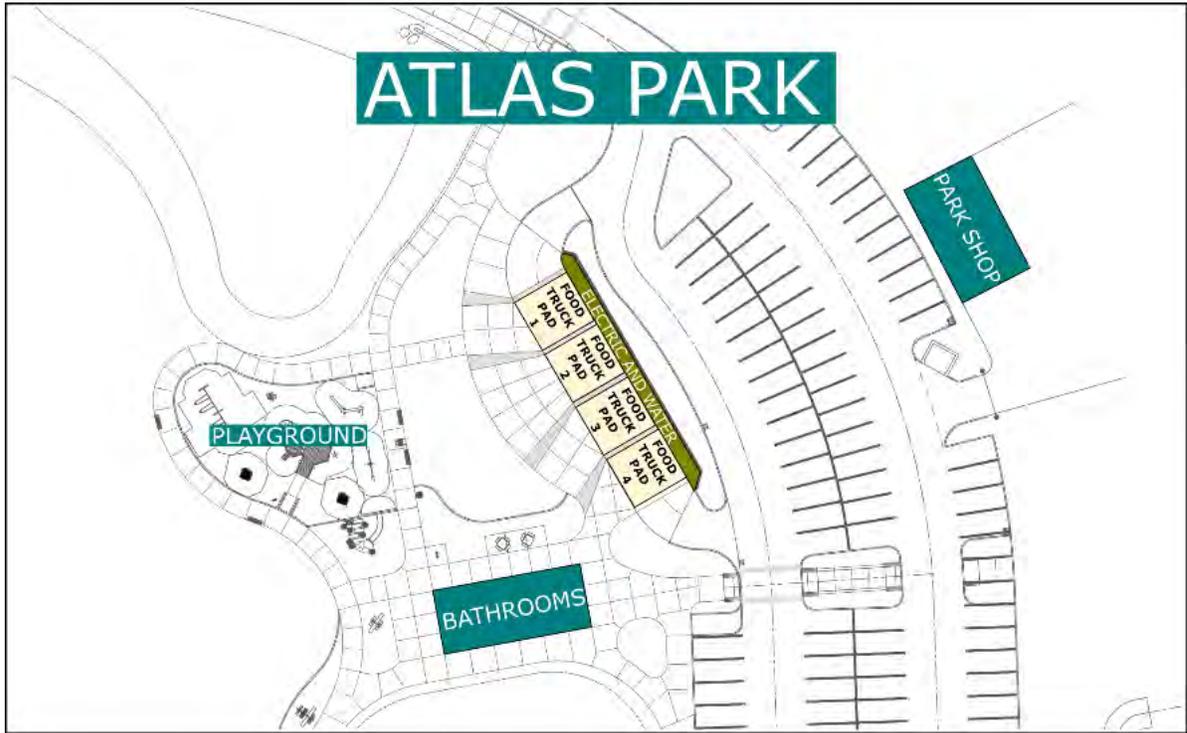
By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

ATTEST:

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

EXHIBIT "A"



**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**Date:** May 23,2022  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Approve Commercial Dock Vendors

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**DECISION POINT:**

Approve the selection of vendors, KJ Watersports and Hayden Paddleboard & Jet Ski from the RFP selection committee, to build the docks and operate a water-based recreation facility for the public at the City owned property along the Spokane River near the Harbor Center.

**HISTORY:**

The Third Street Boat Launch is one of the busiest boat launches in Idaho. The launch is extremely crowded with members of the public and water sport rental companies. The Parks and Recreation Department has a plan to reduce overcrowding on the 3<sup>rd</sup> Street Dock by entering into an agreement with commercial businesses to build a pair of commercial docks and operate two separate water-based recreation businesses on the Spokane River. This area has been one of the busiest within our community and we always strive to stay ahead of the needs of our citizens. This facility will help with several concerns that we identify in the performance analysis.

**FINANCIAL ANALYSIS:**

Per the agreement, the businesses that were selected will each build a dock with 26 slips in the dock system at their cost. The highest scored business, KJ Watersports, will receive first choice on dock location and has agreed to a lease amount of \$30,000 per year paid to the City for use of this property. The second highest scored business, Hayden Paddleboard & Jet Ski, will receive the second dock space and has agreed to a lease amount to the city of \$20,000 per year. After the initial five-year period, the city would receive a minimum payment of \$30,000 per year for the dock for the next five-year period. The renewal of this lease is optional every five years.

**PERFORMANCE ANALYSIS:**

This new location will help take some pressure off of the 3<sup>rd</sup> Street Launch Docks by having some of the boat rental companies launching at this site, and allow the public greater opportunity for this type of recreational experience while visiting the park. All funds from this agreement would be placed in the Parks Capital Improvement Fund which will help offset maintenance and repair costs and possible future construction related to waterfront needs. The approval of the agreement is predicated on the approval from Idaho Department of Lands on an encroachment permit.

**DECISION POINT / RECOMMENDATION:**

Recommend to City Council the approval of the selection of vendors, KJ Watersports, and Hayden Paddleboard & Jet Ski from the RFP selection committee, to build the docks and operate a water-based recreation facility for the public at the City owned property along the Spokane River near the Harbor Center.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between KING MORTON, LLC, an Idaho limited liability corporation, d/b/a HAYDEN LAKE PADDLEBOARD & JET SKI, hereinafter referred to as the “LESSEE,” and the CITY OF COEUR D’ALENE, a municipal corporation, organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “LESSOR.”

### DECLARATIONS

1. The LESSEE is a limited liability company organized and existing under and by virtue of the laws of the state of Idaho, having its place of business at 3399 E. Sky Harbor Drive, Coeur d’Alene, Kootenai County, Idaho. It is engaged in the business of boat and personal watercraft rentals in the City of Coeur d’Alene.
2. The LESSOR possesses riparian rights on the Spokane River near Harbor Center and has a right to lease said rights for commercial purposes.
3. The parties hereto desire to enter into a Lease Agreement for the LESSOR’s riparian rights so that the LESSEE may construct, operate, and maintain a commercial boat dock on the Spokane River near Harbor Center under the terms set out herein.

### TERMS OF LEASE

1. Construction of Dock: The LESSEE shall build, construct, and/or fabricate, at its sole cost and expense, a water-based commercial boat dock on the Spokane River near Harbor Center, identified as “A” Docks’ on the attached diagram. The dock shall include no more than twenty-six (26) slips in the configuration shown on the attached diagram, with dimensions as set out in the Request for Proposals. The dock shall be of steel frame construction with steel floats, unless the cost of steel at the time of construction is prohibitive, in which case the floats may be of molded polyethylene. The workmanship and quality of the dock and gangway shall be the same or better than the 3<sup>rd</sup> Street boat launch and all materials shall be appropriate for a water environment. The existing pilings shall be removed and new steel pilings shall be installed. If the cost of steel is prohibitive, new wood pilings may be installed. The decking of the dock shall be of composite material. The gangway shall be aluminum with a locking gate at the shore end of the gangway. Adequate lighting and signage shall be provided. The LESSEE shall procure any and all permits required to perform the work. The LESSEE shall own the dock and gangway.

Each boat dock shall be 214 feet long by 39 feet wide, with the end of any interior slips located no closer than 46 feet away from the river bank stabilization wall and connected to the shore by a gangway. The outside of the docks shall be a maximum distance of 85 feet from the seawall. This dock system may have up to 26 slips. Slips can be configured for boats or jet skis, and side tying to the riverside of the dock is allowed. Steel pilings are preferred and wood pilings will only be allowed if steel pilings are unavailable or cost prohibitive. Existing wood pilings must be removed.

2. Amenities: The LESSEE, in cooperation with KJ Watersports LLC, shall resurface the river side of the break wall with materials similar to the materials used by the University of Idaho in the same area, at their sole cost and expense. If KJ Watersports LLC is unable or unwilling to participate in the resurfacing, the LESSEE shall be solely responsible for the work. The LESSEE shall also construct a four foot (4') concrete ADA-compliant sidewalk connected the road to the dock entrance. The LESSEE shall remove all old pilings, wood shake shingles, and dilapidated wood on the sea wall; repaint and refurbish handrails and garden beds. The LESSEE shall landscape/xeriscape a 145' x 80' ground area and install park benches along the Centennial Trail.

3. Operation and Maintenance: The LESSEE shall operate a water-based boat delivery system, available to the public, for rental of watercraft, captained surf boats, and pontoon boats. Moorage of personal, private, watercraft, and the sale of watercraft is not allowed. The LESSEE shall operate seven (7) days per week during the season, which is defined as Memorial Day weekend through Labor Day weekend, and shall remove the dock at the end of the season or construct a landing pad to prevent racking.

The LESSEE shall be responsible for maintaining the dock, the gangway, and approaches thereto in a neat, clean, and orderly fashion, to include necessary repairs, mowing of grass and removing weeds in appurtenant areas, planting appropriate vegetation as approved by the CITY, providing picnic benches and/or other seating. The LESSEE shall dispose of refuse off-site and at their own expense.

All signs, including A-frame or any other type of removable signage, must receive a permit and be removed from site at the end of operations each day.

Only City-approved background music will be allowed. Such music shall be played at or below the City's Noise Ordinance requirements. *See* Municipal Code § 17.07.120.

4. Rent: The LESSEE shall pay to CITY rent in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00) per season for five (5) seasons. Thereafter, the rent shall be subject to mutual agreement of the parties. The seasonal rent shall be due by April 15 of each season.

5. Term: The term of this Agreement shall be five (5) years commencing on the 1<sup>st</sup> day of May 2023, and terminating on the 30<sup>th</sup> day of September 2027. PROVIDED, the LESSEE may commence building or construction within the riparian rights upon execution of this Agreement and the dock shall be completed by October 31, 2022. The LESSEE shall have the option to extend the Agreement for an additional five (5) years, upon such terms and conditions as the parties may agree, providing the LESSEE submits a written letter to CITY requesting an extension at least sixty (60) days and no more than one hundred twenty (120) before the end of the term.

6. Staff: The LESSEE's employees are required to be adequately trained in all operations related to this Agreement. Employees shall be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., be familiar with the immediate area including the locations of other CITY parks and trails and destination locations, i.e., North Idaho College, Coeur d'Alene Resort, City Park, Chamber of Commerce, and the Visitors Center. Employees must be appropriately dressed in an approved t-shirt, or polo-shirt, with identifying

business logo. If shorts are preferred instead of pants they must be approved by the Parks & Recreation Director. It will not be permissible to operate the concessions without a shirt or in swimwear. Dress code will be strictly enforced. All clothing shall be clean and without substantial defects. The dock must be staffed by at least one employee during all business hours.

7. Trailer Parking: The LESSEE shall not park trailers, nor shall it allow its sub-lessees to do so, on CITY property except when actively loading or unloading boats or jet skis.

8. Principal Contacts: The principal contacts for this Lease Agreement are:

	CITY	ASSOCIATION
KEY CONTACT	Parks & Recreation Dept. (name)	King Morton, LLC (name)
STREET ADDRESS:	710 E. Mullan Ave.	3399 E. Sky Harbor Dr.
CITY/STATE	Coeur d'Alene, ID 83814	Coeur d'Alene, ID 83814
PHONE NUMBER:	(208) 769-2252	
AFTER HOURS NUMBER:		
EMAIL ADDRESS:		

9. Insurance: The LESSEE shall indemnify, defend and hold the CITY harmless from all claims arising from the LESSEE's actions or omissions in performance of this Agreement, and to that end shall maintain liability insurance naming the CITY as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the minimum limits of such liability policy shall be those provided for by Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk prior to beginning construction.

The LESSEE agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the LESSEE fail to maintain required 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 commencement of construction, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

10. Anti-Discrimination: The LESSEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The LESSEE shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other

forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The LESSEE agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The LESSEE will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Termination: In the event that the LESSEE breaches this Agreement, the CITY shall afford the LESSEE a reasonable time to cure and, upon failure to cure, may terminate this Agreement for cause with thirty (30) days' written notice.

Either party may terminate this Agreement for convenience with no less than sixty (60) days' written notice. Upon a termination for convenience, the LESSEE shall not be entitled to any refund of rent paid and may remove any property it supplied to the site provided that removal does not damage or injure the CITY's property.

Upon termination, the LESSEE and the CITY may negotiate for the CITY to purchase the dock and gangway, taking into consideration the lease payments made, the value of the dock and gangway, and all other pertinent information.

12. Assignment: The LESSEE shall not assign its obligation or rights under this lease to a third party without written approval from the CITY.

13. Binding Agreement: This Agreement shall be binding upon the parties in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.

14. Severability: If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable. The Agreement shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

LESSOR  
CITY OF COEUR D'ALENE

LESSEE  
KING MORTON, LLC

---

James Hammond, Mayor

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Seth J. King, Member

ATTEST:

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Renata McLeod, City Clerk

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between KJ WATERSPORTS LLC, a Washington limited liability corporation, hereinafter referred to as the “LESSEE,” and the CITY OF COEUR D’ALENE, a municipal corporation, organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “LESSOR.”

### DECLARATIONS

1. The LESSEE is a limited liability company organized and existing under and by virtue of the laws of the state of Washington, having its place of business at 1621 Northwest Blvd., Coeur d’Alene, Kootenai County, Idaho. It is engaged in the business of boat rentals in the City of Coeur d’Alene.
2. The LESSOR possesses riparian rights on the Spokane River near Harbor Center and has a right to lease said rights for commercial purposes.
3. The parties hereto desire to enter into a Lease Agreement for the LESSOR’s riparian rights so that the LESSEE may construct, operate, and maintain a commercial boat dock on the Spokane River near Harbor Center under the terms set out herein.

### TERMS OF LEASE

1. Construction of Dock: The LESSEE shall build, construct, and/or fabricate, at its sole cost and expense, a water-based commercial boat dock on the Spokane River near Harbor Center, identified as “B” Docks’ on the attached diagram. The dock shall include no more than twenty-six (26) slips in the configuration shown on the attached diagram, with dimensions as set out in the Request for Proposals. The dock shall be of steel frame construction with steel floats, unless the cost of steel at the time of construction is prohibitive, in which case the floats may be of molded polyethylene. The workmanship and quality of the dock and gangway shall be the same or better than the 3<sup>rd</sup> Street boat launch and all materials shall be appropriate for a water environment. The existing pilings shall be removed and new steel pilings shall be installed. If the cost of steel is prohibitive, new wood pilings may be installed. The decking of the dock shall be of composite material. The gangway shall be aluminum with a locking gate at the shore end of the gangway. Adequate lighting and signage shall be provided. The LESSEE shall procure any and all permits required to perform the work. The LESSEE shall own the dock and gangway.

Each boat dock shall be 214 feet long by 39 feet wide, with the end of any interior slips located no closer than 46 feet away from the river bank stabilization wall and connected to the shore by a gangway. The outside of the docks shall be a maximum distance of 85 feet from the seawall. This dock system may have up to 26 slips. Slips can be configured for boats or jet skis, and side tying to the riverside of the dock is allowed. Steel pilings are preferred and wood pilings will only be allowed if steel pilings are unavailable or cost prohibitive. Existing wood pilings must be removed.

2. Amenities: The LESSEE, in cooperation with King Morton, LLC, d/b/a Hayden Lake Paddleboard and Jet Ski, shall resurface the river side of the break wall with materials similar to the materials used by the University of Idaho in the same area, at their sole cost and expense. If Hayden Lake Paddleboard and Jet Ski is unable or unwilling to participate in the resurfacing, the LESSEE shall be solely responsible for the work.

3. Operation and Maintenance: The LESSEE shall operate a water-based boat delivery system, available to the public, for rental of watercraft, captained surf boats, and pontoon boats. Moorage of personal, private, watercraft, and the sale of watercraft is not allowed. The LESSEE shall operate seven (7) days per week during the season, which is defined as Memorial Day weekend through Labor Day weekend, and shall remove the dock at the end of the season or construct a landing pad to prevent racking.

The LESSEE shall be responsible for maintaining the dock, the gangway, and approaches thereto in a neat, clean, and orderly fashion, to include necessary repairs, mowing of grass and removing weeds in appurtenant areas, planting appropriate vegetation as approved by the CITY, providing picnic benches and/or other seating. The LESSEE shall dispose of refuse off-site and at their own expense.

All signs, including A-frame or any other type of removable signage, must receive a permit and be removed from site at the end of operations each day.

Only City-approved background music will be allowed. Such music shall be played at or below the City's Noise Ordinance requirements. *See* Municipal Code § 17.07.120.

4. Rent: The LESSEE shall pay to CITY rent in the amount of Thirty Thousand and no/100 Dollars (\$30,000.00) per season for five (5) seasons. Thereafter, the rent shall be subject to mutual agreement of the parties. The seasonal rent shall be due by April 15 of each season.

5. Term: The term of this Agreement shall be five (5) years commencing on the 1<sup>st</sup> day of May 2023, and terminating on the 30<sup>th</sup> day of September 2027. PROVIDED, the LESSEE may commence building or construction within the riparian rights upon execution of this Agreement and the dock shall be completed by October 31, 2022. The LESSEE shall have the option to extend the Agreement for an additional five (5) years, upon such terms and conditions as the parties may agree, providing the LESSEE submits a written letter to CITY requesting an extension at least sixty (60) days and no more than one hundred twenty (120) before the end of the term.

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swimwear. Dress code will be strictly enforced. All clothing shall be clean and without substantial defects. The dock must be staffed by at least one employee during all business hours.

7. Trailer Parking: The LESSEE shall not park trailers, nor shall it allow its sub-lessees to do so, on CITY property except when actively loading or unloading boats or jet skis.

8. Principal Contacts: The principal contacts for this Lease Agreement are:

	CITY	ASSOCIATION
KEY CONTACT	Parks & Recreation Dept. (name)	KJ Watersports LLC (name)
STREET ADDRESS:	710 E. Mullan Ave.	1621 Northwest Blvd.
CITY/STATE	Coeur d'Alene, ID 83814	Coeur d'Alene, ID 83814
PHONE NUMBER:	(208) 769-2252	
AFTER HOURS NUMBER:		
EMAIL ADDRESS:		

9. Insurance: The LESSEE shall indemnify, defend and hold the CITY harmless from all claims arising from the LESSEE's actions or omissions in performance of this Agreement, and to that end shall maintain liability insurance naming the CITY as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the minimum limits of such liability policy shall be those provided for by Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk prior to beginning construction.

The LESSEE agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the LESSEE fail to maintain required 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 commencement of construction, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

10. Anti-Discrimination: The LESSEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The LESSEE shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The LESSEE agrees to post in conspicuous places available

for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The LESSEE will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Termination: In the event that the LESSEE breaches this Agreement, the CITY shall afford the LESSEE a reasonable time to cure and, upon failure to cure, may terminate this Agreement for cause with thirty (30) days' written notice.

Either party may terminate this Agreement for convenience with no less than sixty (60) days' written notice. Upon a termination for convenience, the LESSEE shall not be entitled to any refund of rent paid and may remove any property it supplied to the site provided that removal does not damage or injure the CITY's property.

Upon termination, the LESSEE and the CITY may negotiate for the CITY to purchase the dock and gangway, taking into consideration the lease payments made, the value of the dock and gangway, and all other pertinent information.

12. Assignment: The LESSEE shall not assign its obligation or rights under this lease to a third party without written approval from the CITY.

13. Binding Agreement: This Agreement shall be binding upon the parties in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.

14. Severability: If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable. The Agreement shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

LESSOR  
CITY OF COEUR D'ALENE

LESSEE  
KJ WATERSPORTS LLC

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James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE: MAY 18, 2022**

**FROM: LEE WHITE**

**SUBJECT: DONATION FROM CITIZEN FOR DRONE PURCHASE**

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**DECISION POINT:**

The Police Department requests approval to accept a \$1000 donation from Robert Blansfield to assist with the purchase of the drone that was recently approved by Council.

**HISTORY:**

On May 17, 2022, Council approved the purchase of a drone during the regular Council meeting. On May 18, 2022, the Department received a letter from Rathdrum resident Robert Blansfield who wants to donate \$1000 towards this purchase.

**FINANCIAL ANALYSIS:**

The total cost of the drone and related accessories was \$14,995. The Police Department has adequate budget capacity due to vacancy savings to cover the cost of this purchase; but this generous gift from a community member who wishes to show his support for local law enforcement is greatly appreciated.

**DECISION POINT:**

The Police Department requests approval to accept the generous gift of \$1000 from Robert Blansfield to go towards the purchase of the drone.