



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**

**November 21, 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 Consultant Services Agreement with J-U-B Engineers, Inc., for the 2022 Water Comprehensive Plan Update, in the Amount of \$207,700 - Terry Pickel, Water Department Superintendent.
- Item 2 Request Approval of a Three-year Lease Agreement, with option to renew for three years, with Panhandle Kiwanis Club for the Taste of Coeur d'Alene Event – Bill Greenwood, Parks and Recreation Department Director.
- Item 3 Request Approval to Submit a Grant Application to the Idaho Department of Parks and Recreation (IDPR) Waterfront Improvement Fund for the Purchase of New Boat Docks for the 3<sup>rd</sup> Street Mooring Docks Replacement Project –Bill Greenwood, Parks and Recreation Department Director.

*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:** NOVEMBER 21, 2022

**FROM:** TERRY W. PICKEL, WATER DEPARTMENT DIRECTOR

**SUBJECT: APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH JUB ENGINEERS, INC. FOR THE 2022 WATER COMPREHENSIVE PLAN UPDATE**

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**DECISION POINT:** Should City Council approve a Consultant Services Agreement with JUB Engineers, Inc., for the 2022 Water Comprehensive Plan Update in the amount of \$207,700.00?

**HISTORY:** The Idaho Department of Environmental Quality (DEQ) Drinking Water Rules require that all public water systems have a detailed plan in place which outlines the needs and planned improvements for the system. The Water Department has such a plan currently referenced as the 2012 Water Comprehensive Plan Update. There is no specific timeline required for updates under Drinking Water Rule other than if there are significant system improvements that not currently listed in a plan, a revision must be submitted. Staff endeavors to have the plan reviewed every ten years. The last such update was completed and adopted by City Council in 2012. The plan was very solid and thorough in planned system improvements. Staff has followed the planned improvements with minor adjustments to scheduling as needs arise. The majority of the projects listed have been completed or are under way. It is now time to evaluate those improvements, as well as identify any additional system deficiencies, in order to update the plan for the future. The plan serves as a guide for budgeting and project planning for the next ten to twenty years, as well as providing support information for rate and fee analyses.

**FINANCIAL ANALYSIS:** As Idaho Code does allow for use of the previous consultant to continue with a long-term project such as this (I.C. § 67-2320(4)), staff chose to utilize the previous consultant, JUB Engineers, Inc., to complete the new plan update in a more economical fashion. A revised scope of work was generated so that the consultant could provide a quote for the necessary services. The quote came back at \$207,700.00 and they let us know that DEQ had increased planning grants to \$100,000.00. At the time, the consultant also proposed to assist in submission of the planning grant application. With this in mind, staff budgeted for the plan update in conjunction with the proposed planning grant application to DEQ. As it is expected that it will take approximately 14 to 18 months to complete the update, including a thorough review by DEQ, staff included \$100,000.00 in the FY 2023 budget and planned the carryover and remaining balance to be included in the FY 2024 budget. The 2012 Water Comprehensive Plan Update cost approximately \$166,000.00.

**PERFORMANCE ANALYSIS:** The Water Comprehensive Plan is basically the planning and budgetary guide for the Water Department for the next decade. The selected consultant will model the entire system to determine where potential pressure and flow inefficiencies may exist. JUB Engineers, Inc., has developed an interactive model rather than a static model which provides real time reactions of the system to anticipated customer growth and peak system demands which includes irrigation and fire flow. Using the data from the model, the consultant will generate a list of improvements that will help to stabilize any deficiencies and compensate for new growth. Water rights will be evaluated to determine if additional rights would be required for new sources. Storage will be evaluated for maintenance and any possible required replacements. And as DEQ has

recently notified staff that the public water system will be reclassified as a Class IV system, up from the previous Class III due to population increase, the consultant will review the ramifications and staffing/licensure requirements for this change set to take place as of January 1, 2023. The final plan will be submitted to City Council for final approval and adoption.

**DECISION POINT/RECOMMENDATION:** City Council should approve a Consultant Services Agreement with JUB Engineers, Inc., for the 2022 Water Comprehensive Plan Update in the amount of \$207,700.00.

# 2022 Water Comp Plan Update

JUB and FCS

Run model of system to evaluate future needs;

- With Atlas Well to General Zone
- New Huetter Well added to High Zone w/ altitude valve at Industrial
- Add Canfield Tank to determine pressure stabilization effect
- Possible additional well near end of Nez Perce
- Best Hill Booster
- New General Zone source?

Add/update source evaluation and water rights;

- Ralph Capaul Well
- Huetter Well
- Decreed water rights by IDWR
- Additional rights through annexation
- Determine PHD needed water rights

Evaluate capital improvement projects;

- To target future projects that may be critical to flow issues
- Determine areas that may be prone to failure
- Identify deficiencies for boosted zones
- Update and project future capital project estimated costs

Update Maps;

- Map of well sites for DEQ/IDWR
- Overall system service area map, to include proposed Armstrong(Huetter) property annexation
- Project location maps
- Any other related maps, etc.

Evaluate system capacity;

- Determine if current system capacity is correct
- Determine if capacity multipliers are accurate
- Update average day and peak demand criteria

Estimate system growth potential;

- Review 2020 Census rates
- Evaluate past and current growth rates

- Estimate future anticipated average growth rate
- Evaluate system capacity vs growth potential

Water will engage FCS to update rate analysis (FY 2023?);

- Review generated capital project list
- Review active accounts
- Analyze current user rates and base charges for adequate coverage
- Update matrix
- Identify other potential funding sources

Likely will not have a current sanitary survey available as DEQ is behind.

Will Lead & Copper Rule drive any additional corrosion potential analysis?

Am working on Tap Card review to determine estimated number of lead service investigations.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

2022/2023 WATER SYSTEM COMPREHENSIVE PLAN UPDATE

THIS Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

Section 1. Definitions.

In this agreement:

A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment "1" and within Exhibit "A."

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

#### Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant and/or their subcontractors whereas all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Sections 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, 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.

#### Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed per on or before the schedule outlined in Attachment 1. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

#### Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed Two hundred seven thousand seven hundred dollars (\$207,700.00), unless authorized in writing by the City.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative

overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

Requests for monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month.

Section 8. Termination of Agreement for Cause.

If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City.

The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications.

The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.



A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant 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, or 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant 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-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others.

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials.

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection.

Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver.

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties.

The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amount set forth in Section 25A.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent

performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification.

Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage 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 shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non-Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by

reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant under the contract until the Consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such

litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Cory R. Baune, P.E,  
Executive Vice President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Witness

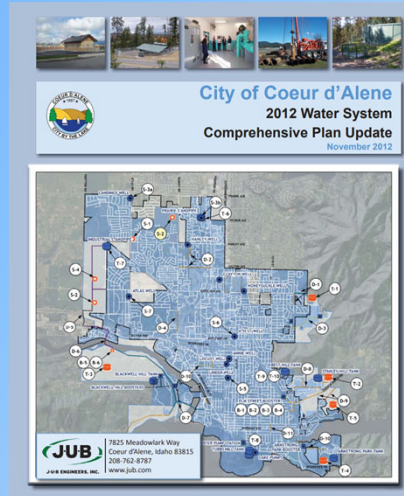


# **2022 Water System Comprehensive Plan Update- Consultant Services Agreement**

**By Terry Pickel  
Water Department Director**



# Current Plan Adopted 2012



## Existing Facilities in 2012

- 9 Wells with a Capacity of 38 MGD
- 52.4 CFS in Ground Water Rights, 26 CFS in Surface Rights
- 6 Booster Stations
- 8 Storage Facilities with a Capacity of X Million Gallons
- 17,562 Customer Services
- 296 Miles of Distribution Mains
- 32.4 MGD Peak Day Demand





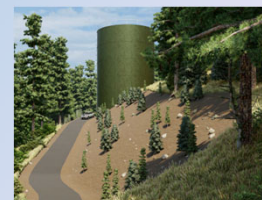
## Projects Completed 2012-2022

- 2 Wells with a Capacity of 11.5 MGD (11 Wells)
- 22 Miles of Distribution Mains (318 Miles of Pipe)
- 1 Booster Station (7 Booster Stations)
- 2495 additional Customer Services (20,057 Services)
- 4 New Transmission Mains
- 28.6 CFS Additional Ground Water Rights, 3.38 CFS Surface Water Rights Acquired (81 CFS Groundwater, 16.42 CFS Surface, Lost 12.6 CFS Original Surface Rights due to Adjudication)



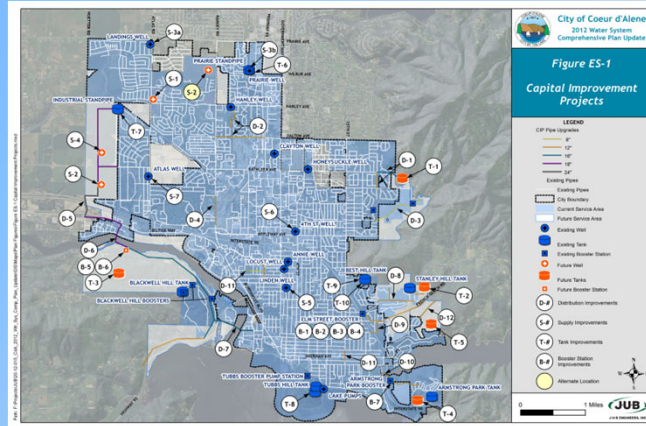
## Projects currently in progress

- 1 New Well with Capacity of 5.75 MGD (Nez Perce)
- 9 CFS Additional Ground Water Rights (5 Dev. And 4 new)
- 1 New Storage Facility with 1 MG Capacity (Canfield)
- 1 Replacement Booster Station (Lower Blackwell)
- 1.5 Mile Transmission Main (Thomas Ln to Canfield)
- Completion of Centennial Trail Transmission Main
- 42.66 MGD Peak Day Demand



# Update Will Identify Future System Improvement Projects

- Sources
- Storage
- Transmission
- Distribution
- Services
- Rates



# **2022 Water Comprehensive Plan Update Consultant Services Agreement**

**Thank you!**



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

**DATE:**        **NOVEMBER 21, 2022**

**FROM:**       **BILL GREENWOOD, PARKS & RECREATION DIRECTOR**

**SUBJECT:**    **RENEWAL OF PANHANDLE KIWANIS TASTE OF CDA**

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### **DECISION POINT:**

Should Council renew the agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene event during the first weekend in August for three years, with an option to renew for three additional years at the end of the 2025 season?

### **HISTORY:**

The Taste of the Coeur d'Alene event has been held in the City Park for the past 30 years. Panhandle Kiwanis requested a renewal of their three-year agreement to assure the dates and times of the annual event.

### **FINANCIAL ANALYSIS:**

Kiwanis will pay the City for use of the Park the fee established per resolution. The fee covers booth space including vendors and concessions. Overtime costs are usually associated with special events and those costs are also paid to the City by the event sponsor. The fee covers all costs associated with the event.

### **PERFORMANCE ANALYSIS:**

The Panhandle Kiwanis Club purchased the Taste of the Coeur d'Alene event from the Festivals Committee approximately 13 years ago. This event is a favorite amongst the locals and visitors, and occurs at the same time as Art on the Green and the Downtown Street Fair.

### **DECISION POINT:**

Council should approve the renewal of the agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene event during the first weekend in August for three years, with an option to renew for an additional three-year period at the end of the 2025 season.

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 **PANHANDLE KIWANIS**, with its principal place of business at P.O. Box 3014, Coeur d'Alene, Idaho 83816 hereinafter called "KIWANIS."

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

WHEREAS, Kiwanis has been operating and managing the Taste of the Coeur d'Alene's event for the past thirteen years. They purchased the Event from the Coeur d'Alene Festivals Committee in 2009. The Taste of the Coeur d'Alene has a long, successful history, approximately 31 years, and is the host/sponsor of Arts and Crafts, food concessions, and entertainment at the Coeur d'Alene City Park the first weekend in August (Thursday, Friday, Saturday, and Sunday, with Thursday being a set-up day). This Agreement shall be for an event in 2023, 2024, and 2025, and, upon request by Kiwanis prior to the expiration of the initial term, shall be renewable for an additional three-year term.

### NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, the City shall allow Kiwanis to operate the Taste of Coeur d'Alene (hereinafter referred to as the "Event") in City Park 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 all members of Kiwanis and any volunteers who assist them during the Event.

Section 2. Community Relations: Kiwanis agrees it and its employees will be courteous and informed about the community, and will assist with questions from tourists and other Park users.

Section 3. Appropriate Attire: Kiwanis agrees its employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks & Recreation Director prior to the Event. It will not be permissible to operate the Event in other apparel without prior written approval.

Section 4. Staffing: Kiwanis agrees that the Event must be staffed by at least six employees at all times.

Section 5. Health Permit: Kiwanis agrees that all food vendors must obtain a health permit as required by law for a food concession that is 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. The health permit is required to be provided to the City Clerk by July 1, 2023, for the 2023

Event and on the same date each succeeding year of the Event. Failure to submit the required health permit within the above stated time may result in the City denying a permit for the Event. The purpose of the permit is to protect the public.

Section 6.     Food: Kiwanis may allow all foods within the scope of the health permit.

Section 7.     Non-food Items: Kiwanis agrees to review all requests for items to be sold at the Event and shall not allow items that may be deemed to be dangerous or illegal.

Section 8.     Refuse: Kiwanis employees may empty the trash receptacles for the purpose of disposing refuse resulting from their Event. The park and surrounding site must be kept clean at all times.

Section 9.     Hold Harmless: Kiwanis understands and agrees that during the term of this Agreement the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this Agreement pursuant to the notice provision in Section 24 below.

Section 10.    Waiver: Kiwanis understands that, during the term of this Agreement, the City may be undertaking repairs to City Park and/or its amenities, which may interfere with Kiwanis operations in the Park. Kiwanis specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 11.    Negligent or Wrongful Act: Kiwanis 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 Kiwanis, its agents, or employees. Kiwanis further agrees, at Kiwanis' cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of the Event, in connection with the negligent or wrongful acts, errors and omissions of Kiwanis, its agents or employees.

Section 12.    Site Specifications: Kiwanis agrees to the following site specifications,

- A. Non-food Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available but must be authorized by the Parks & Recreation Department at least thirty (30) days prior to the Event.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc., cannot be stored next to cart.
- F. The concessions must be kept clean throughout the Event.

G. Food Concession booths size shall be a maximum 10 ft. X 20 ft.

Section 13. Term: The City shall grant an event permit to Kiwanis for the first weekend in August, to include Thursday, Friday, Saturday, and Sunday, for the Event to be held in City Park for the years 2023, 2024, and 2025. Upon request by Kiwanis made prior to the expiration of the initial term, this Agreement is renewable for an additional three-year term under the same terms and conditions unless modified in a writing signed by both parties.

Section 14. Consideration: Kiwanis, in consideration for the permit to operate and maintain said Event at the said location, shall pay the Parks & Recreation Department the fees set by resolution for similar events. The fees must be paid in full within thirty (30) days after the Event each year.

Section 15. City Ordinances: Kiwanis shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.05, Park and Public Property Regulations.

Section 16. 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 \$ 100.00 Inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section 17. Glass Containers: Kiwanis agrees not to dispense drinks in glass containers.

Section 18. Violation of Regulations: Kiwanis agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution, the revocation of the permit, and/or forfeiture of the full consideration, and Kiwanis may be precluded from hosting an event or submitting a proposal for a period of three (3) years.

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

Section 20. Parking: Kiwanis agrees that its employees and vendors shall park in lawfully designated parking spaces. Neither Kiwanis nor their employees, agents or vendors shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 21. Event Information: Kiwanis will submit the following information to the Parks & Recreation Department at least thirty (30) days prior to the Event: number of arts and craft vendors, number of food vendors, names, addresses and phone numbers of all vendors, specific needs for power, and names, addresses and phone numbers of entertainers and hours of entertainment. Kiwanis agrees it will meet with the Parks & Recreation Department at least sixty (60) days prior to an Event to review access, site layout, fee structure, and any potential changes in the Event

venue. Kiwanis will meet with the Parks & Recreation Department one (1) week before each Event to review final details.

Section 22. Termination for Convenience of the City: The City may, at any time after ten (10) day's written notice, terminate this lease. The notice of termination for the convenience of the City shall be given in the same manner as notice of termination in case of default.

Section 23. Termination for Cause: In the event that Kiwanis is in material breach of this Agreement, the City may terminate this Agreement for cause. Prior to termination, the City shall provide written notice to Kiwanis of such breach, and give Kiwanis thirty (30) days from the date of written notification to cure the default. In the event Kiwanis fails to cure the default within the thirty (30) days, the City may immediately terminate this Agreement.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should Kiwanis fail to perform all of the covenants herein required of it, the City may declare the permit forfeited. However, before declaring such forfeiture, the City shall notify Kiwanis in writing of the particulars in which the City deems Kiwanis to be in default and Kiwanis 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 Kiwanis at the address above, with proper postage affixed. Any notice required herein to be given to City shall be in writing and deemed received by City when physically received at the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho, whether sent by mail or personally delivered. 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 Kiwanis has caused the same to be signed, the day and year first above written.

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

LESSEE:  
PANHANDLE KIWANIS

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

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Renata McLeod, City Clerk

By: \_\_\_\_\_  
Vice President



# GENERAL SERVICES/PUBLIC WORKS COMMITTEE

## STAFF REPORT

**DATE:** NOVEMBER 21, 2022

**FROM:** MONTE MCCULLY, CITY OF COEUR D'ALENE TRAILS  
COORDINATOR

**SUBJECT:** COEUR D'ALENE 3<sup>RD</sup> STREET MOORING DOCK REPLACEMENT  
PROJECT – WIF GRANT (*ACTION REQUIRED*)

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**DECISION POINT:** Should City Council approve a request by the Parks and Recreation Department to apply for a Waterfront Improvement Fund grant to purchase new boat docks at the 3<sup>rd</sup> Street Mooring Docks?

**HISTORY:** The 3<sup>rd</sup> Street Mooring Docks were originally installed in 2000 with grant money and, for 22 years, the docks have seen a high amount of usage by the boating public in the summer months. These docks allow boaters a place to tie up their boats and go on-shore to utilize the amenities downtown. Services include a no-cost marine pump-out, a mooring area where boaters may tie up, 50 boat-trailer parking stalls, a trailhead to Tubbs Hill, and access to McEuen Park, the Centennial Trail, and downtown shopping. Finally, the mooring docks serve as a complement to the Coeur d'Alene Resort and to all of the businesses in the area. These docks were built with wood and the City has paid over \$45,600 to repair these docks over the past 5 years. If they aren't replaced, the cost will continue to grow. Many of the timber floats are rotted and make purchase for the bolts difficult, which is important to keep the docks from separating.

**FINANCIAL ANALYSIS:** The largest portion of the funds for the boat dock and piling purchase will come from a state-funded WIF grant, with the Coeur d'Alene Parks Department providing the grant match dollars. The grant match funds will come from the City's Waterfront Improvement fund, paid for by boat launch user fees.

City Waterfront Improvement Fund (funds from user fees):	\$150,000.00
State Waterfront Improvement Fund Grant (state gas tax):	<u>\$350,000.00</u>
Total:	\$500,000.00

**PERFORMANCE ANALYSIS:** The internal framework of the new docks will be steel with polystyrene floats. The deck will be made of composite material. These docks have a projected lifespan of 50 years before needing replacement, as compared to 15 to 20 years for wooden docks.

**DECISION POINT/ RECOMMENDATION:** City Council should grant the request of the Parks and Recreation Department to apply for an IDPR Waterfront Improvement Fund grant to purchase new boat docks at the 3<sup>rd</sup> Street Mooring Docks Project.