



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 Evans, English, & Wood
February 10, 2025, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

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

Item 1 Agreement with Kayak CDA, LLC for passive watersport rentals at Atlas Mill Park for a term of five (5) years.

STAFF REPORT BY: Bill Greenwood, Parks & Recreation Director

Item 2 Updated Agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association for use of Person Field

STAFF REPORT BY: Adam Rouse, Recreation Superintendent

Item 3 Memorandum of Understanding with the Inland Northwest Pickleball Club for the use of Cherry Hill Park for their annual tournament

STAFF REPORT BY: Adam Rouse, Recreation Superintendent

ADJOURNMENT:

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.**

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 72 hours in advance of the meeting date and time.

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

Date: February 10, 2025

From: Bill Greenwood, Parks & Recreation Director

SUBJECT: ATLAS MILL PARK PASSIVE WATERSPORTS RENTALS

DECISION POINT:

Should General Services/Public Works Committee recommend to City Council approval of a five-year agreement with Paul Brown, aka, Kayak CDA, LLC, to provide passive watersport rentals at Atlas Mill Park.

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT / RECOMMENDATION:

General Services/Public Works Committee recommends City Council approve a five-year agreement with Paul Brown, aka, Kayak CDA, LLC, to provide passive watersport rentals at Atlas Mill Park.

**AGREEMENT FOR
PASSIVE WATERSPORT RENTAL CONCESSION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the "City," and PAUL BROWN, AKA, KAYAK CDA, LLC, with the principal place of business at 748 North 2nd Street, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Contractor."

W I T N E S S E T H:

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

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

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

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, the Contractor shall operate and maintain a passive use kayak rental concession according to the terms set forth herein and under the penalties expressed herein.

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

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

Section 3. Community Relations: The Contractor agrees that he, his managers, and his employees will be courteous and informed about the community, and will assist with questions from tourists and other users of public recreational facilities. Particularly, the Contractor, and his managers and employees must become familiar with the immediate area including Atlas Mill Park, Riverstone Park, and the Centennial Trail.

Section 4. Appropriate Attire: The Contractor agrees that he and his managers, and his employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved pants or shorts, if shorts are to be worn. Approval must be received from the Parks Director. It will not be permissible to operate the concession without a shirt or in bikini-type swimwear.

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

Section 6. Hold Harmless: The Contractor shall hold the City harmless and shall waive all claims for any incidental or consequential damages or lost profits during the term of the agreement caused by construction projects located in the Atlas Mill area. The Contractor further understands and agrees that, during the term of this agreement, the City or agents of the City may commence projects involving public properties which may result in the City terminating this Agreement pursuant to the notice provision in Section 23 below entitled "City's Option to Terminate Agreement," or otherwise restricting the operations of the concession.

Section 7. Worker's Compensation: The Contractor agrees to maintain workers compensation coverage on all of its employees during the term of this Agreement as required by Title 72, Idaho Code. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law. Notwithstanding the foregoing, nothing in this Agreement shall be construed, or is intended to be construed, so as to render the Contractor, or his employees, to be employees of the City.

Section 9. Negligent or Wrongful Acts: The Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of the Contractor, and his agents or employees. The Contractor further agrees, at the Contractor's sole cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of the Contractor's concession or in connection with the negligent or wrongful acts, errors and omissions of the Contractor, and his agents or employees. To that end, the Contractor shall maintain a policy of liability insurance, naming the City as an additional insured, with limits at least those required by Idaho Code § 6-924.

Section 10. Building Specifications: The Contractor will provide, upon City approval, a pre-fabricated booth that will remain the Contractor's property. The following concession specifications, in addition to any other requirement set forth herein, will be adhered to by the Contractor:

- A. Maximum size is a pre-fabricated shed at 8' x 10' or 80 square feet.

- B. The area in and around the concession must be kept neat and clean, and free of litter, throughout the season.
- C. The concession must display their business logo.

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

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

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

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

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

Section 16. Parking: Except for parking in lawfully designated parking spaces, neither Contractor nor its employee(s) shall park vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 17. City's Option to Terminate Agreement: The City may, at any time after providing ten (10) days' written notice to the Contractor, terminate this Agreement for cause or for no cause, and retake possession of the space. The City shall provide a refund to the Contractor of the prorated, unearned portion of the payment, unless termination was for the Contractor's wrongful conduct or violation of a provision of this Agreement. The notice of the exercise by the City of its option to terminate the Agreement for no cause shall be given in the same manner as notice of termination in case of default. The City will not be liable for any consequential damages, including loss of profits or employee wages and benefits.

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

Section 19. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to the Contractor at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to, or received through the United States Mail by, the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

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

CITY OF COEUR D'ALENE

CONTRACTOR:

dba _____

By: _____
Woody McEvers, Mayor

By: _____
(Name)

By: _____
(Name)

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A



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

Date: February 10, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: COEUR D'ALENE JUNIOR TACKLE FOOTBALL ASSOCIATION
AGREEMENT

DECISION POINT:

Should the General Services/Public Works Committee recommend that City Council renew the use agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association (Junior Tackle) for use of Person Field?

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT / RECOMMENDATION:

General Services/Public Works Committee recommends that Council approve the updated agreement with Coeur d'Alene Junior Tackle Football Association.

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, and the Association has caused the same to be signed by its President, attested the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE JR. TACKLE FOOTBALL ASSOCIATION

Woody McEvers, Mayor

By: _____
Bobby Fitzgerald, President

ATTEST:

Renata McLeod, City Clerk

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

Date: February 10, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: INLAND NORTHWEST PICKLEBALL CLUB MOU *(Council Action Required)*

DECISION POINT:

Should General Services/Public Works Committee recommend that Council approve the Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club for use of Cherry Hill Park for their annual tournament?

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT / RECOMMENDATION:

General Services/Public Works Committee recommends that City Council approve the Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club.

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

I. PURPOSE:

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

II. RECITALS:

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

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

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

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

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

NOW THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Term:

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

B. Fees: Appropriate permit fees will be determined each year focusing on use and impact to the park. The City agrees to receive services from the Club in lieu of fees at

its discretion. Any other usage of pickleball facilities on more than a casual basis will require approval by the City and may require permit fees.

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

IV. TERMS FOR EVENTS:

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

CITY OF COEUR D'ALENE

INLAND NORTHWEST PICKLEBALL CLUB

Woody McEvers, Mayor

_____, _____
Name Title

ATTEST:

Renata McLeod, City Clerk