



CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

CITY HALL, 710 E MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814
208-769-2252 FAX: 208-769-2383

Mission Statement

To actively strive to provide a quality park system that offers a diverse range of experiences, preserves local resources, and provides a safe, pleasant, and enjoyable environment.

Parks & Recreation Commission Meeting Community Room - Library

AGENDA

January 23, 2023 – 5:30 pm

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) “Conflict of Interest” Declaration
- 4) Approval of November 14, 2022 Minutes – *Action Item*
- 5) Staff Comments
- 6) Commissioner Comments
- 7) Public Comments (Comments limited to **3** minutes)
- 8) Veteran’s Centennial Park County MOU – *Action Item*
- 9) Tubbs Hill Grant Update – *Information Item*
- 10) Riverstone Concert Series Agreement Renewal – *Action Item*
- 11) Summer Concert Series Agreement - *Action Item*
- 12) Next Meeting / Adjournment:
 - Monday, February 27, 2023-5:30 pm-Library Community Room

The City of Coeur d’Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact the Parks Department at (208)769-2252 at least 72 hours in advance of the meeting date and time.



CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

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

PARKS & RECREATION COMMISSION MINUTES

November 14, 2022 – 5:30 p.m.
COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair
Warren Bakes
Jim Lien
Ginny Tate
Christie Wood, Council Liaison

STAFF PRESENT:

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

ABSENT:

Mike McDowell
Bridget Hill

CALL TO ORDER: Commissioner Cranston called the meeting to order at 5:31 p.m.

1. ROLL CALL

Five members present, resulting in a quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Lien led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None.

4. APPROVAL OF MINUTES – *Action Item*

Commissioner Bakes made a motion to approve the minutes of October 17, 2022.
Commissioner Tate seconded the motion, there being no discussion and all being in favor, motion passed unanimously.

5. STAFF COMMENTS

Director Greenwood: There was some damage in the last windstorm, loss of 12-15 trees; the small park off Sherman, City Park, and the cemetery. Winterization is done.

6. COMMISSIONER COMMENTS

None.

7. PUBLIC COMMENTS

None.

8. URBAN FORESTER REPORT – Information Item

Nick Goodwin: The Fernan Natural Area hazard fuel treatment is close to wrapping up. As a reminder, the objective of the work is to help save lives and protect property, and support the area's special values, by reducing ladder fuels and keep fire from spreading to homes in the event of a wildfire. The work on these 29 acres, has been done through an Idaho Department of Lands grant, and with the support of private landowners, the city parks and fire departments, and the county. Burning occurred the end of October, conditions were ideal. Work will take place next spring on the 7 acres that make up Veterans Centennial Park. Some seedlings will be planted, and trees with signs of active or recent bark beetle activity will be removed. We will reach out to the neighbors to let them know we will be doing this work, send mailers, work with HOA and hold a public meeting to get the information out. We also applied for a \$155,000.00 grant for Canfield Mountain and the Cancourse. And, a \$650,000.00 grant for Tubbs Hill, very competitive and will be managed by different agencies, work performed will be similar to the Fernan work.

9. RIVER'S EDGE APARTMENTS TRAIL ALIGNMENT – Information Item

Bill Greenwood: Approved plan for a trail through Atlas Park that runs through the Douglass property that has gone through a couple changes. The proposed trail will run along the water's edge, and include seating areas and landscape. We will help with snow removal and sweeping. Proposal will come back to planning and zoning later this year, or early next year.

10. SKATEPARK CAMERAS – Information Item

We applied for a grant from Panhandle Health District in partnership with the Idaho Office of Drug Policy. The skatepark gets heavy use but has brought problems, it is somewhat hidden with no public eyes on it; we get some vandalism, drug use, and drinking. Ninety-nine percent of the kids are great, but we do have some issues. Cameras will allow for the police department to have a real time view. Cameras were installed a couple weeks ago by our IT department. Hoping it will change what happens down there at night. PHD approached us about this partnership. The cameras are mounted to the restroom, picnic shelter building at Memorial. North camera will look out at the skatepark, the south camera looks out at the parking lot. We are also hoping to add some solar lighting as well.

11. MOORING DOCK GRANT APPLICATION – Action Item

Commissioner Cranston read the staff report for the record.

Monte McCully: In 2019, we applied to have the launch docks replaced at third street, they were completed in 2021. The new docks are a great dock system, sturdy, and quality materials. The mooring docks are more than twenty years old and we've spent more than \$40,000.00 in repairs over the last five years. They are in bad shape, falling apart, a small section has been closed off. We plan to reuse the pilings, just redo the docks in the same configuration. This is a matching state grant, allocated out of Boise to counties in Idaho. We cooperate with other entities here in North Idaho and when the County decided not to pursue the grant we decided to. We have the matching funds set aside in our park capital improvement fund.

Commissioner Cranston: What is the timeline? McCully: It is due in January, a letter of award should come out in April, and funds distributed in June or July. Work would start in September.

Commissioner Tate: What happens to the docks taken out? Greenwood: If they are viable, we may look for a buyer, otherwise, we will have to dispose of them and pay fees to do so.

Commissioner Wood made a motion to recommend city council give permission to the Parks & Recreation Department to apply for an IDPR Waterfront Improvement Fund grant to purchase new boat docks at the 3rd Street Mooring Docks, Commissioner Tate seconded the motion. There being no further discussion, motion passed unanimously.

12. PANHANDLE KIWANIS 2023-2028 AGREEMENT – Action Item

Commissioner Cranston read the staff report for the record.

Director Greenwood: Kiwanis does a very good job managing this event, they are a good partner, and staff always looks forward to this event.

Commissioner Lien made a motion to recommend city council approve the renewal of the agreement with 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, Commissioner Bakes seconded the motion. There being no further discussion, motion passed unanimously.

13. MEETINGS / ADJOURNMENT

Commissioner Cranston asked for any additional comments. Greenwood: Some agreements coming up in the next couple months for next year. We are changing the way we manage events in the parks as they are taking up more and more staff time, and getting larger, we are honoring annual, historical events. Large events requiring staff time, may not be able to go forward.

Upcoming meeting dates:

- Tuesday, December 6, 2022; 11:30 a.m., Workshop; Conf Rm 6 City Hall
- Monday, December 18, 2022: 5:30 p.m., Meeting; Library Community Room

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

**PARKS AND RECREATION COMMISSION
URBAN FORESTRY STAFF REPORT**

DATE: January 23, 2023
FROM: Nick Goodwin, Urban Forester
SUBJECT: Maintenance Agreement with ASG Holdings regarding 3340 Atlas Road

DECISION POINT:

Should the Parks and Recreation Department enter an agreement with Kootenai County to contract the removal of timber from the property known as Veterans Centennial Park, 3013 E Fernan Hill Rd. as part as a Hazardous Fuel Reduction project. As part of this agreement any income generated from sale of this timber would be directed to the county to contribute the funding of this grant work.

HISTORY:

The Parks Department has received grant funding to perform Hazardous Fuel Reduction in Veterans Centennial Park. Part of this Fuel Reduction project is to remove high risk and diseases/infested trees. The Urban Forester worked with the project manager to select roughly 40 trees to be removed before brush and limb removal begins. The goal of the tree removal is to reduce risk to hand crews by removing high risk trees as well as to reduce the spread of disease and pest by removing diseased/infested trees.

The Parks department has used the method of removing timber from natural areas in the past and selling the timber to help reduce the cost of work by putting any profit from these sales back in to these projects. A recent example of this was after the 2021 Windstorm on Tubbs Hill. The county has been managing the grant funding for this project and has been in charge of dispensing funds since the grant work tied to this project began in 2020.

PERFORMANCE ANALYSIS:

By allowing the County to receive any funds generating by selling timber from removed trees with this project it would streamline the process in getting these funds to the agency managing the grant funding.

DECISION POINT/RECOMMENDATION:

The Parks and Recreation Commission should approve this agreement as it is both beneficial to the City of Coeur d'Alene as the property owner and the public in helping to achieve the Parks departments Goals regarding Veterans Centennial Park.

AGREEMENT TO REMOVE TIMBER
City of Coeur d’Alene, Veterans Centennial Park

This Agreement is entered this _____, between Kootenai County, hereinafter called the “County,” whose address is 451 N. Government Way, Coeur d’Alene, Idaho 83814, and the City of Coeur d’Alene, hereinafter called the “City”, whose address is 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814.

WHEREAS, Kootenai County is a political subdivision of the State of Idaho pursuant to Idaho Code §31-101, *et seq.*

WHEREAS, the City of Coeur d’Alene is a municipal corporation organized pursuant to Idaho Code §50-101, *et seq.*

WHEREAS, pursuant to Idaho Code §67-2326, the County and the City are empowered to enter into an agreement enabling them to cooperate to their mutual advantage to provide services and facilities and perform functions in a manner that will best meet the needs of their respective entities;

WHEREAS, it benefits the taxpayers of both the County and the City where there is cooperation between the parties to improve efficiencies in both operations and maintenance;

WHEREAS, the City is the owner of certain property, Parcel No. 50N03W-18-1800, AIN 173730, commonly referred to as Veterans Centennial Park, as identified in Exhibit “1” hereto and incorporated by reference;

WHEREAS, the City desires to work with the County to provide hazard fuel treatment at the Veterans Centennial Park; and

WHEREAS, the City desires to grant to the County permission to remove and all right, title, and interest in any and all timber on said property to allow for clearing of the property identified hereinabove in advance of hazard fuel treatment work;

NOW, THEREFORE, it is agreed:

1. The City and County agree that all marked commercially valuable timber shall be removed from the property identified hereinabove in advance of the performance of hazard fuel treatment services.
2. The profit, if any, resulting from the removal of timber from the above-identified property shall go to the County. The County shall add the profit, if any, to the Fernan Natural Lake Area grant funds intended for hazard fuel treatment work and provide a full accounting thereof to the City.

IN WITNESS WHEREOF:

This document shall be effective based on the signature dates below. All parties agree to electronic signatures.

CITY OF COEUR D'ALENE

James Hammond, Mayor

**ATTEST:
RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR**

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

**ATTEST:
JENNIFER LOCKE, CLERK**

Leslie Duncan, Chair

Deputy

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: January 23, 2023

From: Bill Greenwood, Parks Director

SUBJECT: COEUR D'ALENE ARTS & CULTURE ALLIANCE AGREEMENT

(General Services Action Required)

DECISION POINT: Should the Park & Recreation Commission recommend that Council approve this three-year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series?

HISTORY: The Arts & Culture Alliance has been operating and managing the Riverstone Concert series at Riverstone Park for the last 11 years with great success and the series has been well received by the community from its inception. The concert performances are on Thursday evening beginning the first week of July thru the last week in August. These concerts are free to the public.

FINANCIAL ANALYSIS: The City of Coeur d Alene does not have any financial outlay for the concert series. The A&C Alliance raises all funds and pays the fees associated with park use. Prior to the first concert series, the A&C Alliance will pay the Parks and Recreation Department \$5,000, together with a \$5,000 security deposit. The fee will increase each subsequent year of the contract to account for inflation. The funds received for the series go into parks capital improvements.

PERFORMANCE ANALYSIS: Attached is the agreement for Coeur d' Alene Arts & Culture Alliance concert series. The agreement spells out the responsibilities and expectations for Coeur d' Alene Arts & Culture Alliance and the City. This agreement does allow for a 3-year renewal at the end of the current contract.

DECISION POINT: The Park & Recreation Commission should recommend that Council approve this three-year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series.

LEASE AGREEMENT

THIS Lease 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 **COEUR D'ALENE ARTS & CULTURE ALLIANCE**, located at 105 North 1st Street, Coeur d'Alene, Idaho 83814, hereinafter called "A&C."

WITNESSETH:

THAT, WHEREAS, A&C has been operating and managing the Riverstone Concert Series held at Riverstone Amphitheater for the past eight years. The nine (9) concert events hosted annually by A&C may include, but will not be limited to, merchandise vendors, beer and wine vendors, and food/beverage vendors. Concerts are held on Thursday nights in the summer, however, if necessary, may be adjusted due to conflicts at the City's sole discretion. This agreement shall be effective for the 2023, 2024, and 2025 seasons, and may be renewed for three additional years upon the written request of A&C to the City's Parks Department made no later than August 1, 2025.

The dates of the nine concerts in 2023 shall be as follows: July 6, 13, 20, 27, August 3, 10, 17, 24, 31.

The dates of the nine concerts in 2024 shall be as follows: June 27, July 11, 18, 25, August 1, 8, 15, 22, 29.

The dates of the nine concerts in 2025 shall be as follows: July 3, 10, 17, 24, 31, August 7, 14, 21, 28.

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

Section 1. Definition: For purposes of this Lease Agreement, the parties agree that the term "employee" shall include employees of A&C and any volunteers that assist them during any event.

Section 2. Community Relations: A&C agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 3. Appropriate Attire: A&C agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt, and/or name badge with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. A&C shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel.

Section 4. Staffing: A&C agrees that each event must be staffed by at least two employees or representatives from set up through tear down of equipment.

Section 5. Health Permit: A&C agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, and on the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the food vendor for the season. The purpose of the permit is to protect the public.

Section 6. Food and Alcohol: A&C may allow the sale of any foods within the scope of the health permit. Alcohol service must end by 8:30 pm.

Section 7. Non-food Items: A&C agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 8. Hold Harmless: A&C understands and agrees that during the term of this Lease Agreement the City or agents of the City may commence projects involving public properties which may require the City to terminate or modify this Lease Agreement pursuant to the notice provision in Section 24 below. A & C hereby waives any claim of damages against the City for termination or modification required by City projects, and shall hold the City harmless against any claims by third parties arising out of such termination or modification.

Section 10. Waiver: A&C understands that during the term of this Lease Agreement, the City may undertake repairs to Riverstone Park and/or its amenities, which may interfere with one or more of A&C's events. A&C specifically waives any claim as to lost profits or business while said repairs are undertaken and shall hold the City harmless against any claims by third parties arising out of such work.

Section 11. Negligent or Wrongful Act: A&C agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of A&C, its agents, or employees in the operation of an event encompassed by this Lease Agreement. A&C further agrees, at A&C sole expense, to defend the City against all claims arising out of this Lease Agreement, including any claims resulting from the operation of any A&C event or in connection with other negligent or wrongful acts, errors and omissions of A&C, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 12. Site Specifications: A&C agrees to the following site specifications, in the area noted on Exhibit A:

A. Arts and craft booth size: 10 ft. X 10 ft.

B. Heat source: propane or whisper quiet generator.

- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. The concessions and immediate surrounding areas must be kept clean throughout the event.
- G. Food Concession booth size is 10 ft. X 20 ft.

Section 13. Term: The City grants an event permit to A&C for Thursdays in the summer for concerts to be held in Riverstone Park for the years 2023, 2024, and 2025, in accordance with the schedule set out herein.

Section 14. Consideration: A&C shall, in consideration for the permit to operate and maintain said event at the said location, pay the Parks & Recreation Department a fee of Five Thousand and no/100 Dollars (\$5,000.00) and a refundable deposit of Five Thousand and no/100 Dollars (\$5,000.00) for the Riverstone Concert Series for year 2023. An increase for subsequent years will be based on the Western Consumer Price Index (CPI) increase. This fee includes use of the amphitheater, picnic shelter, staff monitoring, and alcohol permit. Alcohol security is to be paid for and obtained by A&C for each concert. The deposit is fully refundable if no additional fees or penalties are assessed during the Riverstone Concert Series. Payment of the refundable deposit is due prior to the first concert. Payment for the series is to be made within 30 days upon the conclusion of the concert series.

Section 15. City Ordinances: A&C shall abide by all applicable City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and also Chapter 5.75, Parks and Public Property.

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: A&C agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

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

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

Section 20. Parking: A&C agrees to park in lawfully designated parking spaces. Neither A&C, its agent(s), employee(s), nor 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 Lease Agreement.

Section 21. Concert Information: A&C will submit a list of all performers to the Parks & Recreation Department at least 60 days prior to the first concert. If A&C hosts an artist that is known to draw a large audience, the City may assess a large event impact fee not to exceed Five Hundred and no/100 Dollars (\$500.00). A&C agrees to meet with the Parks & Recreation Department 20 days prior to the first concert to review access for the vendors, entertainers, etc., site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the concert for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. The A&C will meet with the Parks & Recreation Department, if needed, one week before the season to review final details. A&C may begin setting up for the event as early as 3:30 pm each Thursday and the event shall be open to the public by 5 pm, sound/amplification must end by 8:30 pm., with all equipment and personnel out of the park by 10 pm. Failure to end sound/amplification by 8:30 pm may result in a \$200 civil penalty.

Section 22. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) days' written notice terminate this Lease Agreement with or without cause. The notice of the exercise by the Lessor of its option to terminate the Lease Agreement shall be given as provided in Section 24.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and should A&C fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Lease Agreement. However, before declaring such forfeiture, the City shall notify A&C in writing of the particulars in which the City deems A&C to be in default and A&C will have seven (7) business days to remedy the default.

Section 24. 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 A&C at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 25. Insurance: A&C shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code §. 6.924.

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

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

COEUR D'ALENE ARTS & CULTURE
ALLIANCE

By: _____
James Hammond, Mayor

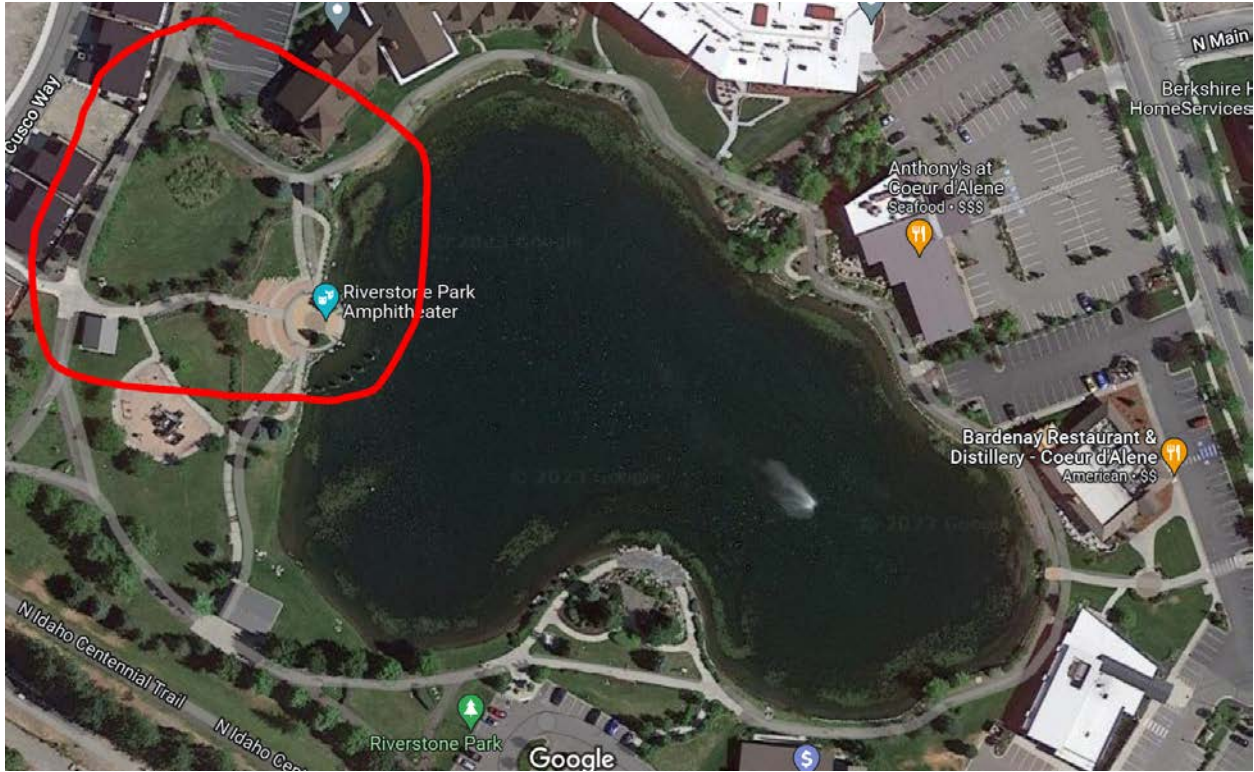
By: _____
Board Chair

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Executive Director

Exhibit A



**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: January 23, 2023
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: KOEP CONCERTS AGREEMENT
(General Services Action Required)

DECISION POINT:

Should the Parks & Recreation Commission recommend approval of a three-year agreement with Koep Concerts for a summer concert series in City Park?

HISTORY:

The City of Coeur d'Alene was fortunate to have a Summer Concert Series in City Park for the last 30 years sponsored by Handshake Productions and Chris Guggemos. Unfortunately, we lost Chris this last year. These concerts were very successful and have become a Sunday afternoon pastime for a good number of residents. We have been asked by Chris's family and many members of our community who will carry on the Sunday concerts. Michael Koep has stepped forward to carry on this series in the same way that Chris did, free Sunday concerts to the public during the summer.

FINANCIAL ANALYSIS:

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Koep Concerts.

PERFORMANCE ANALYSIS:

Attached is the agreement for Koep Concerts for 2023, 2024, and 2025, which spells out the responsibilities and expectations for Koep Concerts and the City.

DECISION POINT:

The Parks & Recreation Commission should recommend that Council approve the three-year agreement with Koep Concerts for a summer concert series in City Park.

LEASE AGREEMENT

THIS Lease 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 **KOEP CONCERTS**, with a mailing address of P. O. Box 3018, Coeur d'Alene, Idaho, 83816.

WITNESSETH:

WHEREAS, KOEP CONCERTS will begin operating and managing the Summer Concert Series held at Coeur d'Alene City Park. The nine (9) concert events hosted by KOEP CONCERTS may include, but will not be limited to, merchandise vendors and food/beverage vendors. The Summer Concert series is held on Sunday in the summer, but, if necessary, may be adjusted due to conflicts at the City's sole discretion. This Agreement shall be effective for the 2023, 2024, and 2025 seasons, and may be renewed for three additional years upon the written request of KOEP CONCERTS to the City's Parks Department made no later than August 1, 2025.

The dates of the nine concerts in 2023 shall be as follows: .

The dates of the nine concerts in 2024 shall be as follows: .

The dates of the nine concerts in 2025 shall be as follows: .

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

Section 1. Definition: For purposes of this Lease Agreement, the parties agree that the term "employee" shall include employees of KOEP CONCERTS and any volunteers that assist them during any event.

Section 2. Community Relations: KOEP CONCERTS agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 3. Appropriate Attire: KOEP CONCERTS agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. KOEP CONCERTS shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel.

Section 4. Staffing: KOEP CONCERTS agrees that each event must be staffed by at least two employees or representatives from set up through tear down of equipment.

Section 5. Health Permit: KOEP CONCERTS agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be

posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, and by the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the Lease Agreement for the season. The purpose of the permit is to protect the public. KOEP CONCERTS may allow the sale of any foods within the scope of the health permit.

Section 6. Non-food Items: KOEP CONCERTS agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 7. Hold Harmless: KOEP CONCERTS understands and agrees that during the term of this Lease Agreement that the City or agents of the City may commence projects involving public properties which may require the City to terminate this Lease Agreement, or cancelling one or more concerts, pursuant to the notice provision in Section 24 below. KOEP CONCERTS specifically waives any claim as to lost profits or business under such circumstances.

Section 8. Waiver: KOEP CONCERTS understands that during the term of this Lease Agreement, the City may undertake repairs to Coeur d'Alene City Park and/or its amenities, which may interfere with one or more of KOEP CONCERTS's events. KOEP CONCERTS specifically waives any claim as to lost profits or business while said repairs are undertaken.

Section 9. Negligent or Wrongful Act: KOEP CONCERTS agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of KOEP CONCERTS, its agents, or employees in the operation of an event encompassed by this Lease Agreement. KOEP CONCERTS further agrees, at KOEP CONCERTS' sole expense, to defend the City against all claims arising out of this Lease Agreement, including any claims resulting from the operation of any KOEP CONCERTS event or in connection with other negligent or wrongful acts, errors and omissions of KOEP CONCERTS, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 10. Site Specifications: KOEP CONCERTS agrees to the following site specifications,

- A. Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. The concessions and immediate surrounding areas must be kept clean throughout the event.

G. Food Concession booth size is 10 ft. X 20 ft.

Section 11. Term: The City shall grant an event permit to KOEP CONCERTS for Sundays in the summer for concerts to be held in Coeur d'Alene City Park for the years 2023, 2024, and 2025, in accordance with the schedule set out herein.

Section 12. Consideration: KOEP CONCERTS, in consideration for the permit to operate and maintain said event at the said location, shall pay the Parks & Recreation Department a fee of \$250 per concert at the end of the season. This fee includes use of the Rotary Bandshell and staff monitoring. A vendor or food truck fee of \$50, per vendor per concert, will also be due at the end of the season. Payment for the series is to be made within 30 days after the last concert.

Section 13. City Ordinances: KOEP CONCERTS shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and Chapter 5.75.

Section 14. 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: 15. Glass Containers: KOEP CONCERTS agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

Section 16. Violation of Regulations: KOEP CONCERTS agrees that any violation of regulations, this Lease Agreement, or ordinance, or any evidence of collusion to violate the same, may result in criminal prosecution and/or in the revocation of the permit and termination of this Lease Agreement, forfeitures of the full consideration, and denial of a permit to host an event or resubmit a proposal for a period of three (3) years.

Section 17. Non-transferable: KOEP CONCERTS also agrees and understands this Lease Agreement cannot be transferred to another host/sponsor without permission of the city.

Section 18. Parking: KOEP CONCERTS agrees to park in lawfully designated parking spaces. With the exception of six (6) approved vehicles, neither KOEP Concerts or its agent(s) shall park vehicles adjacent to the concessions, booth, or entertainment areas longer than 90 minutes; PROVIDED, this restriction shall not apply to food trucks operating for the purposes of a concert. Failure to comply with this provision shall be considered a material breach of this Lease Agreement.

Section 19. Concert Information: KOEP CONCERTS will submit to the Parks & Recreation Department at least 60 days prior to the first concert in each year a list of all performers. If KOEP CONCERTS hosts an artist that is known to draw a large audience, the City may assess a large event impact fee not to exceed Five Hundred and no/100 Dollars (\$500.00). KOEP CONCERTS agrees to meet with the Parks & Recreation Department 20 days prior to the first concert to review access for the vendors, entertainers, etc., site layout, and any potential changes in the event venue. Access

generally relates to vehicle access prior to the concert for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. KOEP CONCERTS will meet with the Parks & Recreation Department, if needed, one week before the season to review final details. KOEP CONCERTS may begin setting up for the event as early as 11 am each Sunday and the event shall be open to the public by 1 pm, and end at 4 pm, with all equipment and personnel out of the park by 6:30 pm.

Section 20. City's Option to Terminate Lease: The City may at any time after ten (10) days' written notice terminate this Lease Agreement with or without cause. The notice of the exercise by the City of its option to terminate the Lease Agreement shall be given as provided in Section 24.

Section 21. Forfeiture of Permit: It is understood that time is of the essence and should KOEP CONCERTS fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Lease Agreement. However, before declaring such forfeiture, the City shall notify KOEP CONCERTS in writing of the particulars in which the City deems KOEP CONCERTS to be in default and KOEP CONCERTS will have three (3) days to remedy the default.

Section 22. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to KOEP CONCERTS at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 23. Insurance: KOEP CONCERTS shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code § 6-924.

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

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

KOEP CONCERTS

By: _____
James Hammond, Mayor

By: _____
Michael Koep

By: _____
Renata McLeod, City Clerk