

Lakeland Joint School District #272

15506 N. Washington St.
Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Action Item Request

AGENDA ITEM: Approve/Deny Lakeland Junior Tackle & Cheer Building Location & Contract

MEETING DATE: July 15, 2026

PREPARED BY: Jessica Grantham, Tim Haag

INFORMATIONAL SUMMARY:

At the April 15, 2026 Board of Trustees meeting, the Board conditionally approved a request from Lakeland Junior Tackle & Cheer to construct a donated facility at Lakeland Middle School. This approval was contingent upon final review of the building's precise location and the formalization of the accompanying legal agreements.

Lakeland Junior Tackle & Cheer has since submitted the attached renderings and site plans for final location approval. This specific site was selected in collaboration with Facilities Director Tim Haag and has received full endorsement from the Lakeland Middle School Administration.

To protect the District's interests, administration worked closely with legal counsel to draft a comprehensive Construction Agreement. Additionally, legal counsel recommends that the District enter into a Long-Term Lease Agreement with the organization once construction is complete to govern the ongoing use and maintenance of the Facility.

FISCAL IMPACT:

No direct cost to the District. The facility is entirely funded by Lakeland Junior Tackle & Cheer.

RECOMMENDATION:

It is recommended that the Board approve the proposed location for the donated facility and authorize the District to finalize and execute the required agreements.

PROPOSED MOTION:

"I move to approve (deny) the location and associated legal agreements for the donated Lakeland Junior Tackle & Cheer facility at Lakeland Middle School, as presented."

ATTACHMENTS:

- Lakeland Junior Tackle & Cheer Site Plan
- Proposed Construction Agreement
- Proposed Long-Term Lease Agreement

Lakeland Junior Tackle and Cheer

Shed Breakdown

Contractor overseeing the build: Jason Lundy with Lodestar Construction Services

9030 N Hess St.# 1036, Hayden, ID 83835 [208-446-4600](tel:208-446-4600)



Phase 1: Engineering & Truss Package

(June 1st - July 1st)

- Pole Building Shell Engineered Plans by Badger Building Center (2-3 weeks)
- 30x40 Truss Pack (4:12 Pitch, Flush) (4-6 weeks but framing can begin prior)
- City Permit pulled (1-2 weeks after engineered plans are received)



Phase 2: Site Prep & Concrete

(July 1st - July 10th)



- Dirt Work / Excavation
- Concrete & Footings

Phase 3: Structural Framing & Lumber

(July 10th - July 21st)

- This phase covers the main skeleton of the 30x40x16 building
- Main Posts & Base
- Wall & Roof Framing Lumber
- Structural Connectors & Hangers



Phase 4: Sheathing, House Wrap & Roofing Underlayment

(July 22nd - August 1st)

- 7/16" 4x8 OSB Wood Sheathing (Walls & Roof)
- Epilay Ultra Synthetic Roof Felt
- HomeGuard Logo House Wrap



Phase 5: Metal Siding, Roofing, Trim & Seals

(August 1st - August 7th)

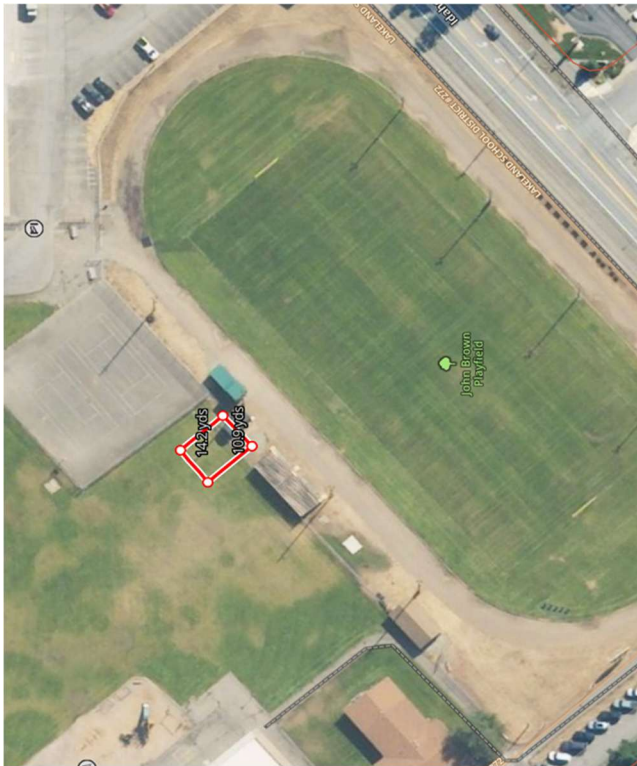
- Metal Panels & Screws
- Metal Trim & Flashing
- Ventilation, Closures & Sealants



Phase 7: Doors & Openings

(August 8th - August 16th)

- 3/0 Entry Door

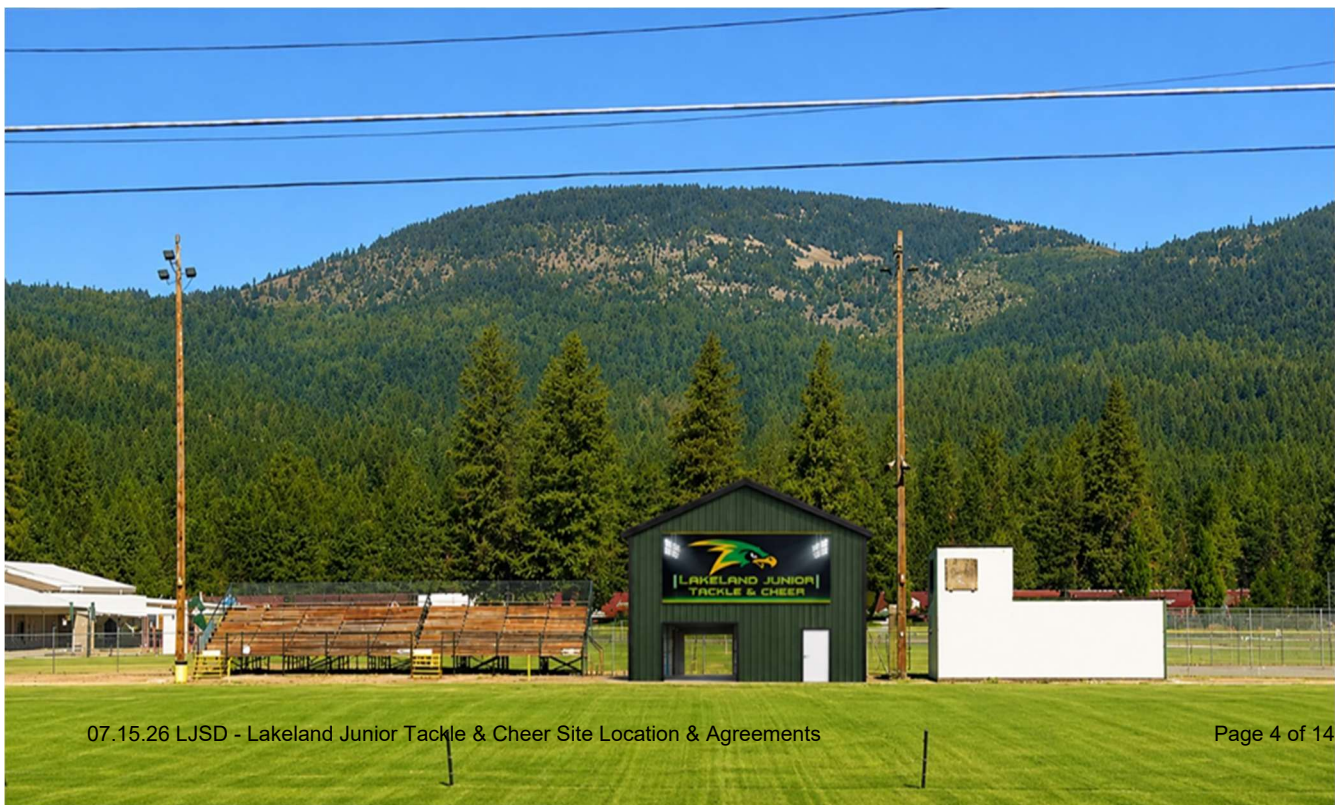


Red = Shop
Blue = FENCE





30 x 40 x 16 (with a 4:12 pitch roof the maximum height is 21 feet)



Lakeland
Middle
School

LMS
Basketball
Court

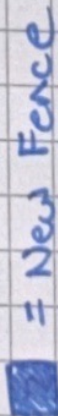
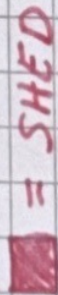


268 ft.

311 ft.

Bleachers

Concessions



LMS Football
Field

HIGHWAY 41

WASHINGTON AVE.

AGREEMENT TO PERFORM, INDEMNIFY AND WARRANT WORK

LAKELAND HIGH SCHOOL IMPROVEMENTS

THIS AGREEMENT is made this _____ day of ---, between Lakeland Joint School District #272, whose address is 15506 N. Washington St., Rathdrum, Idaho 83858, hereinafter referred to as the “District,” and the Lakeland Junior Hawks Football and Cheer Program, an Idaho non-profit corporation, whose address is-----, hereinafter referred to as the “Junior Hawks.” The District and the Junior Hawks are referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, the District is a validly organized and existing school district operating under Title 33, Chapter 3, of the Idaho Code and has the authority to accept donations, in the form of real property, personal property, services and currency;

WHEREAS, the Junior Hawks desire to donate certain personal property and services to the District for the purchase, construction and installation of the Improvements (defined below) at Lakeland Senior High School, 7006 Idaho Highway 53, Rathdrum, Idaho 83858 (the “High School”) as more specifically set forth herein; and

WHEREAS, the District desires to accept said donation subject to the terms and conditions outlined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Junior Hawks agree to provide, at its sole cost and expense, the following:
 - By no later than -----, Junior Hawks shall submit a detailed design prepared by a licensed architect (or other individual with appropriate skill and expertise in design), for the construction of a 2-story, 30’x40’ shop, with an integrated mezzanine level and staircase, to be located at the northeast corner of the High School (the “Shop Plans”)
 - The District shall have not less than 21 days to review and make changes to the Shop Plans, which changes shall be integrated into an amended Shop Plans set (the “Approved Shop Plans”).
 - The Junior Hawks shall submit, with the coordination of the District, the Approved Shop Plans for review and approval by the City of Rathdrum, Kootenai County, Avista/Kootenai Electric and/or any other agency with jurisdiction over the same (the “Agency Approval”).
 - Within --- days of Agency Approval, Junior Hawks shall:
 - Remove the existing storage shed at the High School; and
 - Relocate the existing power lines and poles to accommodate the new structure.
 - Construction of the shop shall be completed by no later than -----, and be built according to the Approved Shop Plans and consistent with all applicable rules, code sections and terms/conditions imposed by the Agency Approval.

Cumulatively, the provision of all materials, labor (whether paid or volunteer labor), supplies, installation, construction and activity in any way related to the above is referred to herein as the "Improvements." A description of the conceptual specifications, location and details for the Improvements is attached hereto as **Exhibit "A."** The estimated cost for the Improvements is \$---- and is based on the estimates attached hereto as **Exhibit "B."**

2. Prior to beginning any Improvements at the High School (including the delivery of any supplies, materials or property in relation thereto), the Junior Hawks shall deliver to the District a payment and performance bond from a AAA rated surety in the amount of \$ (150% of the Estimate outlined in Exhibit "B"), securing the obligation of the Junior Hawks to complete the Improvements referred to herein (the "Security").
3. Should the Junior Hawks fail to complete the Improvements by the Deadline or otherwise breach any term of this Agreement, the District may immediately call upon and utilize the Security to complete the Improvements, remove liens or take any other action necessary to resolve the breach and/or failure of the Junior Hawks. Without limiting the foregoing, in the event the District completes the Improvements as a result of the Junior Hawks's default, the Junior Hawks shall be responsible for any costs (including attorney's fees) that exceed the Security.
4. All actions by the Junior Hawks with respect to the Improvements shall include the Junior Hawks's best efforts, performance in a good and workmanlike manner and shall be in conformity with all applicable laws and standards, including without limitation all applicable building codes. Without limiting the foregoing:
 - a. The Junior Hawks shall obtain and maintain throughout the course of the Improvements a commercial general liability policy covering the Improvements with a liability limit of not less than \$1,000,000 per occurrence. The Junior Hawks shall also maintain worker's compensation insurance in amounts and with coverages as required by Idaho law. On all such insurance policies, the District shall be named as an additional insured.
 - b. The Junior Hawks shall obtain all necessary permits for the Improvements, the cost of which shall be borne by the Junior Hawks.
 - c. Any contractor, subcontractor, supplier, employee, agent, representative or other individual retained by the Junior Hawks (whether paid or providing services as a volunteer) in any way related to the Improvements (the "Contractors") shall be appropriately licensed, bonded and insured for the work to be performed.
 - d. The Junior Hawks shall provide a written list of all Contractors that will perform work/provide supplies or are otherwise involved with the Improvements, which list shall be supplemented to this Agreement.
 - e. Prior to issuing any payment(s) to Contractors, the Junior Hawks shall obtain appropriate lien releases, copies of which will be provided to the District upon receipt.
 - f. All Contractors (whether paid or donating services) shall obtain and maintain throughout the course of the Improvements a commercial general liability policy covering their scope of work with respect to the Improvements with a liability limit of not less than \$1,000,000 per occurrence. All Contractors shall also maintain worker's compensation insurance in amounts and with coverages as required by

Idaho law. On all such insurance policies, the District shall be named as an additional insured.

- g. In the performance of the Improvements, the Junior Hawks agrees not to damage, destroy or alter the high School or any other District property. In the event damage does occur, the Junior Hawks shall immediately and in a good and workmanlike manner repair such damage to the satisfaction of the District.
5. Upon satisfactory inspection by the District, the delivery of any personal property, supplies and/or materials to the High School or any other District property related to the Improvements shall, upon delivery and inspection, constitute the conveyance of such property to the District as its sole owner. The Junior Hawks (and its Contractors) agree to execute any document deemed necessary by the District to acknowledge conveyance of such property.
6. It shall constitute a material breach of this Agreement if the Junior Hawks, any Contractor or any other person associated with the Improvements, files a claim of lien against the High School or any other District Property, in which case the District can immediately declare breach, call upon the Security and take any and all action necessary to cure and remove the same.
7. During the performance of the Improvements, the District reserves the right (but does not assume the duty) to inspect and/or approve all goods, materials, supplies to be used and the quality, methods, and standards for construction and installation of the Improvements. Any identified concerns shall be put in writing by the District to the Junior Hawks and be immediately remedied by the Junior Hawks and the Contractors to the satisfaction of the District.
8. The Junior Hawks represents and warrants that the selection, performance and completion of the Improvements shall be done in a good and workmanlike manner and hereby agrees to indemnify, release and defend the District from and against any and all damages, liabilities, costs, claims, injuries (including death) and any other adverse action that may arise from the installation, construction or in any way relate to the Improvements.
9. The Parties recognize and agree that the Improvements shall be completed at no cost to the District.
10. Upon satisfactory completion of the Improvements, as determined by the District, the Junior Hawks will provide the District with a final set of as-built drawings, deliver all warranties and product manuals and otherwise assist the District as necessary for the use and operation of the Improvements by the District.

IN WITNESS WHEREOF, the Parties have set their hands and seal the day and year first above written.

BOARD OF TRUSTEES OF THE LAKELAND JOINT SCHOOL DISTRICT #272

By: _____

Board Chair

Attest:

Secretary

JUNIOR HAWKS

By: _____

Its: _____

LAKELAND JOINT SCHOOL DISTRICT #272
SHOP USE AGREEMENT

THIS SHOP USE AGREEMENT (the “Agreement”) is made as of the ____ day of _____, 2026, by and between the Lakeland Joint School District #272, a duly organized school district existing under the laws of the State of Idaho, whose address is 15506 N. Washington St., Rathdrum, Idaho 83858 (the “District”) and the Lakeland Junior Hawks Football and Cheer Program, an Idaho non-profit corporation, whose current address is --- (the “Club”).

A. WHEREAS, the District is a validly organized and existing school district authorized under Title 33, Chapter 3 of the Idaho Code.

B. WHEREAS, the Board of Trustees of the District (the “Board”) has authority pursuant to Idaho Code Section 33-601(7) to authorize the use of any school building or vacant land of the District for any public purpose, and to establish a policy of charges, if any, to be made for such use.

C. WHEREAS, the Board has authority pursuant to Idaho Code Section 33-601(1) to rent to or from others, school buildings or other property to be used for school purposes.

D. WHEREAS, in accordance with Idaho Code Section 33-512 the Board is entrusted with broad powers and duties relating to the education of its pupils including, without limitation, the provision of academic instruction, the protection of pupils’ morals and health, and the supervision and regulation of extracurricular activities.

E. WHEREAS, the Club operates a non-profit organization for the public purpose of providing recreational activities, in the form of football and cheerleading, to the youth of Kootenai County, Idaho (the “Services”).

F. WHEREAS, the Club often uses the fields and recreational spaces of the District, including the football field at Lakeland Senior High School, 7006 Idaho Highway 53, Rathdrum, Idaho 83858 (the “High School”) for the provision of the Services.

G. WHEREAS, the Club requires additional storage space to meet the needs of the youth in Kootenai County, particularly those in the Rathdrum area.

H. WHEREAS, the Club, at its sole cost and expense, has constructed a new two-story storage space at the High School with a value of \$----- (the “Shop”).

I. WHEREAS, as consideration for the donation by the Club, valued at \$---, the District desires to allow the Club to use portions of the Shop, subject to the priority use rights of the District

J. WHEREAS, the District and the Club desire to formalize this agreement pursuant to the terms of this Agreement as more specifically outlined herein.

NOW, THEREFORE, in consideration for the mutual covenants, conditions, agreements, representations and warranties contained herein, the parties agree as follows:

1. PREMISES.

Subject to the priority use rights of the District, District hereby authorizes the Club the right to use [need description if limited to a specific portion of the Shop] located in the northeast corner of the High School (the "Premises").

A. **PERMITTED USE.** The Club can use the Premises for the purpose of storing personal property associated with the provision of the Services. The Premises may not be used for storage of personal items unrelated to the provision of Services, nor may the Premises be used for storage (or any other use) by any person/entity other than Club. Such storage must comply with all applicable laws. Under no circumstances shall Club store hazardous materials at the Premises.

2. TERM. The term of this Agreement will be for fifteen (15) years, commencing on _____, 20____, and ending at 11:59 p.m. on _____, 20____, unless sooner terminated according to the provisions hereof (the "Term").

A. **TERMINATION/APPROVAL.** Notwithstanding the length of the Term, the Board must affirmatively approve the extension of this Agreement in each fiscal year in which it is to remain in effect and the Board retains sole and absolute discretion to exercise or deny such approval, for any reason. Such approval may occur pursuant to a consent item agenda. In addition to the foregoing and without limiting any termination rights provided elsewhere, either party may elect to terminate this Agreement at any time for any reason (including without limitation the District's priority need for use of the Shop) by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. In the event of termination, the Club understands and agrees it is not entitled to any reimbursement for Rent (except for a return of one (1) dollar), and shall not be entitled to any prorated refund and/or reimbursement related to the cost of construction of the Shop.

3. RENT. The Club agrees to pay the District annual rent in the amount of one (1) dollar per year. In addition to the rent payment, the District recognizes and acknowledges the donation by the Club of the design, construction and installation of the Shop, with an associated value of \$---. The District also recognizes that the Club is serving a public purpose by offering its Services to the youth of the City of Rathdrum and Kootenai County, including the school children of the District, and recognizes those services as additional consideration for this Agreement.

4. INDEMNIFICATION.

The Club agrees to indemnify, defend and hold harmless the District from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), causes of action, suits, proceedings or judgments, for injury to or death of any person or damage to or destruction of any property which shall arise from or in any way relate to the Premises and/or this Agreement.

5. ASSIGNMENT AND SUBLETTING.

The Club may not assign or sublet its use rights created by this Agreement. Without limiting the foregoing, the Club may not authorize any third-parties to use the Premises.

6. DEFAULT.

The Club shall be deemed in default and subject to immediate removal upon the non-compliance of any term in this Agreement. Upon declaration of default, no further notice to the Club is required. The District shall have no obligation to safeguard or maintain any of the Club's personal property at the Premises after an event of default and may sell/dispose of the same in any reasonable manner.

7. COMPLIANCE WITH LAWS.

The Club agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Premises.

8. NOTICES.

Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail to the addresses set forth above, and if to the District shall be directed to the attention of the Superintendent. The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

9. ATTORNEYS' FEES.

If either party to this Agreement initiates or defends any legal action or proceeding with the other party in any way connected with this Agreement, the prevailing party in such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal).

10. INSURANCE.

During the term of this Agreement, the Club shall pay for and maintain commercial general liability insurance with a combined single limit loss of not less than One Million Dollars (\$1,000,000) and shall maintain personal property liability insurance covering the replacement cost for all property kept on/in the Premises. Such policies shall name the District as an additional insured. Under no circumstances shall the Club be entitled to make a claim for loss and/or damage against or under any policy of insurance maintained by the District.

11. DAMAGE.

The Club shall not damage or destroy the Premises or any part thereof (normal wear and tear excepted). Any damage noted by the District must be immediately repaired at the sole cost and expense of the Club, in a good and workmanlike manner. Should the Club fail to timely and adequately make such repairs, as determined in the sole discretion of the District, the District may proceed with its own repairs and may immediately terminate this Agreement and charge the Club for all costs incurred.

12. GENERAL PROVISIONS.

- A. If any term, covenant, condition or agreement of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant, condition or agreement of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- B. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
- C. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.
- D. This Agreement shall be construed under and governed by the laws of the state of Idaho.

[SIGNATURE PAGE TO FOLLOW]

The Parties have accepted and agreed to the terms of this Agreement on the date set forth below:

District

Lakeland Joint School District #272

By _____

Its _____

Date _____ Time _____ am/pm

Club

Lakeland Junior Hawks Football and Cheer Program

By _____

Its

Date _____ Time _____ am/pm

BOARD OF TRUSTEES

Board Chair

Date _____ Time _____ am/pm