

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at 6:00 p.m.

AGENDA

VISION STATEMENT

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.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

October 15, 2019

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Slothower with River of Life Friends

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time.

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

F. PRESENTATIONS:

1. Proclamation: Safe Infant Sleep Awareness Month- October

Accepted by: Liz Montgomery; Executive Director and Safe Sleep Educator, Inland Northwest SIDS/SUID Foundation and Northwest Infant Survival and SIDS Alliance

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

G. ANNOUNCEMENTS

1. City Council

2. Mayor
 - a. **Appointment of the following Student Representatives:** Joe Morrison, CDATV Committee (reappointment); Zoe Gephart alternate CDATV Committee; Parker Drechsel, Parks & Recreation Commission; Grace Couture-Ishihara; alternate Parks & Recreation Commission; Alyssa Livingston, Arts Commission; Zoey Hart, alternate Arts Commission; Alexandra Namson, Library Board; Alison Cranney, alternate Library Board; and Lola Mae Weinsheim, Childcare Commission.

H. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 1, 2019 Council Meeting.
2. Approval of the General Services Committee Meeting Minutes from October 7, 2019.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for Monday, October 21, 2019 at 12:00 noon and 4:00 p.m. respectively.
6. Approval of Final Plat of SS-19-08, Hickam Place; 3223 N. 4th Street
As Recommended by the City Engineer
7. **Resolution No. 19-049**
 - a. Approving the waiver of covered load regulations from November 12, 2019 through November 29, 2019 for the annual City Leaf Pick Up program.
As Recommended by the Street and Engineering Director
 - b. Declaration of Surplus – 2006 Public Education Trailer for the Fire Department.
As Recommended by the General Services Committee

I. OTHER BUSINESS:

1. **Resolution No. 19-050** – Approval of a Memorandum of Understanding with ITD for control of the Northwest Boulevard traffic signal near I-90.

Staff Report by: Chris Bosley, City Engineer

2. **Resolution No. 19-053** – Approval of an Agreement with LaRiviere, Inc. for the Atlas Waterfront Project.

Staff Report by: Bill Greenwood, Parks Director
Presentation by: Phil Boyd, President Welch Comer Engineering, Inc.

3. **Resolution No. 19-054** - Approval of a Host Venue Agreement with World Triathlon Corporation and North Idaho Sports Commission for a term of 2021-2023.

Staff Report by: Troy Tymesen, City Administrator
Presentation by: Britt Bachtel-Browning, North Idaho Sports Commission

4. **Resolution No. 19-051** - Approving the bid results and Agreement with Insituform Technologies, LLC for the Cured in Place Pipe (CIPP) project in an amount not to exceed \$721,274.00.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

5. **Council Bill No. 19-1016** - Council adopt Chapter 2.85 of the Municipal Code entitled “Historic Preservation Code” and direct staff to take the next steps to form a Historic Preservation Commission and apply to become a Certified Local Government

Staff Report by: Hilary Anderson, Community Planning Director

6. **A-4-19:** A proposed 0.84-acre annexation from County Ag. Suburban to R-3 zoning district by applicant T.J. Ross; Location: 1905 E. Nettleton Gulch Road

Pursuant to Council Action on September 17, 2019

- a. **Resolution No. 19-052** – Annexation Agreement with T.J. Ross for the annexation of 0.84-acre located at 1905 E. Nettleton Gulch Road; zoning from County Agriculture Suburban to R-3 zoning district.
- b. **Council Bill No. 19-1017** – Ordinance approving the annexation of 0.84-acre located at 1905 E. Nettleton Gulch Road; zoning from County Agriculture Suburban to R-3 zoning district.

J. ADJOURNMENT

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



Coeur d'Alene

CITY COUNCIL MEETING

October 15, 2019

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Edinger, English, Evans, Gookin, McEvers, Miller

PRESENTATIONS

PROCLAMATION

WHEREAS, *Sudden Unexpected Infant Deaths (SUID) is the sudden and unexpected death of an infant, birth to age 1 year, in which the manner and cause of death are not immediately obvious prior to investigation; and*

WHEREAS *Sudden Infant Death Syndrome (SIDS) is a subset of SUID and remains the number one cause of infant death between the age of 28 days of life to 1 year; and*

WHEREAS, *the tragedy of SUID can happen to any family, regardless of race, ethnicity or economic group; and*

WHEREAS, *evidence based research has proven that when babies are placed in a crib alone; in the parents' room; on their backs; on a firm crib mattress with a fitted crib sheet; using no crib bumper pads, pillows, blankets, quilts, or stuffed animals and toys, in a smoke-free environment, they will sleep safest and reduce the risk of SIDS and prevent many other infant sleep related deaths; and*

WHEREAS, *Inland Northwest SIDS Foundation is a statewide not for profit organization; dedicated to providing infant safe sleep education, bereavement support services, and creating community awareness around preventing sleep related infant deaths; and*

WHEREAS, *during the month of October, Inland Northwest SIDS Foundation will hold special events including "Run for the Angels" and distribution of safe infant sleep educational pamphlets, cribs and wearable blankets to families in need, therefore providing the best opportunity for all babies in Idaho to survive and thrive; and*

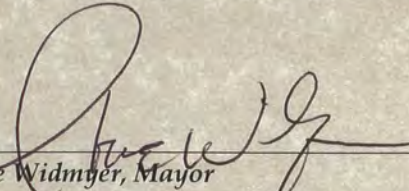
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of October, 2019 as

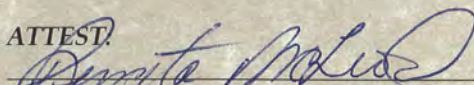
"SAFE INFANT SLEEP AWARENESS MONTH"

In Coeur d'Alene, Idaho in order to raise awareness about preventing sleep related infant deaths and to encourage safe infant sleep practices so that no parent will have to endure the tragedy of the death of a baby.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this October 15th, 2019.




Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

ANNOUNCEMENTS

Memo to Council

DATE: October 7, 2019

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the October 15th Council Meeting:

JOE MORRISON	Student Representative (Reappointment)	CDA TV Committee
ZOE GEPHART	Alt. Student Representative	CDA TV Committee
PARKER DRECHSEL	Student Representative	Parks & Recreation Commission
GRACE COUTURE-ISHIHARA	Alt. Student Representative	Parks & Recreation Commission
ALYSSA LIVINGSTON	Student Representative	Arts Commission
ZOEY HART	Alt. Student Representative	Arts Commission
ALEXANDRA NAMSON	Student Representative	Library Board
ALISON CRANNEY	Alt. Student Representative	Library Board
LOLA MAE WEINSHEIM	Student Representative	Childcare Commission

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDATV Liaison
Amy Ferguson, Arts Commission Staff Support
Kelley Setters, Childcare Commission Liaison
Bette Ammon, Library Board Liaison
Bill Greenwood/Melissa Brandt, Parks & Rec Commission

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

OCTOBER 1, 2019

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, October 1, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Woody McEvers) Members of Council Present
Amy Evans)
Loren Ron Edinger)
Dan Gookin)
Dan English)
Kiki Miller)

CALL TO ORDER: Mayor Widmyer introduced Honorary Mayor Saydie Green, who called the meeting to order.

INVOCATION: Pastor Jeff Smith with Northwest Family Church (PF) provided the invocation.

PLEDGE OF ALLEGIANCE: Honorary Mayor Saydie Green asked Councilmember McEvers to led the Pledge of Allegiance.

The Mayor thanked Saydie for her interest in government and wished her success in the future.

IDAHO/WASHINGTON AQUIFER COLLABORATIVE (IWAC) EFFICIENT IRRIGATION AND LANDSCAPE DESIGN GUIDELINES – Water Superintendent Terry Pickel, noted that Bijay Adams, General Manager of the Liberty Lake Sewer and Water District. He noted that Mr. Adams is the resident expert on the philosophy of efficient irrigation. Mr. Pickel explained that the most recent IWAC project is the development of “Efficient Irrigation and Landscape Design Guidelines.” He noted that 70% of irrigation water is wasted, and it is in the best interest of all to protect and preserve water resources so that we do not end up like the states that are now fighting for water. He noted that a good motto to remember is “only rain water down the drain.” Mr. Adams noted that there are no industry standards, building standards, or building codes for irrigation and landscape design (e.g., electrical, plumbing, and building codes). The majority of irrigation systems and landscapes are designed and installed by individuals who may be seasonal and lack experience, professional licenses, or certifications. He further explained the waste of water that occurs when there are distribution uniformity problems and that different types of sprinkler head maybe a good and inexpensive fix. He showed a demonstration project conducted at some property owned by the Liberty Lake Water and Sewer District, which resulted in reduced water usage and it cost approximately \$500.00. Mr. Pickel noted that the goal of the presentation was to provide an education as to the importance of

designing, installing, and maintaining efficient landscapes. Additionally, that local jurisdiction enacts water efficient irrigation and landscape requirements for new and rehabilitated landscape projects to address irrigation efficiency and design standards. This guide provides the recommended elements that an ordinance or design standard should include, to ensure landscapes are designed with water efficiency in mind. Lawn and yard checklists should include efficient irrigation upgrades; proper installation and maintenance; seasonal adjustments; and use of native and drought tolerant plants. IWAC's goals for Irrigation guidelines include: a reduction of regional Summer irrigation PEAK usage; enhancement to regional efficiency standards; protection of water quality and quantity; and provisions of a menu of implementation options from which municipalities can choose. He expressed a hope that the City will consider use of these guidelines to help establish a regional standard for irrigation water use efficiencies and low water use landscape design. Mayor Widmyer noted that a residential homeowner experiences challenges trying to get vendors out for advice, and asked if the Water Department could post a list of qualified vendors that could help design residential systems appropriately. Mr. Pickle noted that there are limited number of certified individuals, and will work on a list.

COUNCIL ANNOUNCEMENTS:

Councilmember Evan reminded community that leaf removal starts on November 12 and encouraged citizens to keep the leaves on their property until November 1. She noted that they will start in the south section of town and move their way north. She noted that the Mayor's Arts Award ceremony will take place on October 9, at 6:00 p.m. at the Hagadone Event Center, all are welcome to attend.

CONSENT CALENDAR: Motion by McEvers, seconded by Edinger, to approve the Consent Calendar.

1. Approval of Council Minutes for the September 17, 2019 Council Meeting.
2. Approval of Minutes for the September 23, 2019 Public Works Committee Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, October 7, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. **Resolution No. 19-044- A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION.**

ROLL CALL: English Aye; Edinger Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion carried.

RESOLUTION NO. 19-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH APOLLO, INC. FOR THE WASTEWATER TERTIARY TREATMENT PHASE 2 IMPROVEMENTS.

STAFF REPORT: Wastewater Superintendent Mike Anderson explained that the original agreement and Change order one included the construction of a third covered Primary Clarifier, a

third Secondary Clarifier, and the additional concrete tankage, piping, pumps, membranes at the Tertiary Membrane Filtration (TMF) and a lifting apparatus needed for the removal and maintenance of the TMF membrane cassettes. Change Order No. 2 is for all the unanticipated and additional work items that are common for the completion of projects this size and complexity. This work is summarized in the attached Change Order through Change Proposal Requests (CPR) 001-035 and Work Change Directives (WCD) 001-066. He provided a brief overview of the changes and the process of reviewing and recommending those changes that occurred during the course of the project. He presented a graph of the change in phosphorous and ammonia levels that were lowered due to the completion of this project. He also noted that the City is now four years ahead of schedule in reference to the discharge permit granted through the State of Idaho. Change Order No. 2 will increase the contract by \$971,404.59 resulting in a new contract total of \$17,675,334.59. In addition, Change Order No. 2 will extend the substantial completion date by 237 days and the Final Completion Date by 207 days. Funds for this Change Order No 2 are available in FY 19-20 Wastewater Operating Fund.

DISCUSSION: Councilmember McEvers asked if this completes the construction at the Wastewater plant or will there be another phase. Mr. Anderson stated that they anticipate additional phases later on. For example, they had the foresight to be able to treat 5 million gallons; however, as development occurs it is likely there will be a need to treat 6 million gallons; however, there is no need for another building. Councilmember McEvers asked for clarification regarding the buildout capacity. Mr. Anderson notes that the estimated buildout is 85,000 people and right now the system can handle 70% capacity. Councilmember Miller noted that she had a lot of questions at the committee level and wanted the community to understand that the Council is paying attention and staff is very accountable for the project and thanked Wastewater for their leadership on this project.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 19-045;** approving Change Order No. 2 to the Agreement with Apollo, Inc. for Construction of the Wastewater Tertiary Treatment Phase 2 Improvements.

ROLL CALL: Edinger Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion carried.

RESOLUTION NO. 19-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D'ALENE AND THE DEPUTY FIRE CHIEFS.

STAFF REPORT: City Administrator Troy Tymesen explained that the proposed Memorandum of Understanding (MOU) is for a 3-year term. It includes the Deputy Fire Chief's being leveled in the City's compensation/classification plan at a Pay Grade 18 (3.95% overall increase for fiscal year 2019-2020, including the 2.5% COLA); increasing the educational incentive pay to be equivalent with all other employee groups; and an increase in the monthly HRA/VEBA contribution to \$165.00 per month. The proposed MOU with the Deputy Fire

Chief's was discussed in good faith with the City, and the compensation and benefits included will provide a competitive package for the three Deputy Fire Chief's represented.

DISCUSSION: Councilmember McEvers asked if the increase costs associated with the MOU was included in this year's budget. Mr. Tymesen confirmed it was an anticipated expense. Councilmember English asked what was the change in VEBA contribution amount. Mr. Tymesen noted that this group was below the rest of what staff was receiving, and thought it was about \$25.00. Councilmember Miller questioned the term of the contract. Mr. Tymesen explained it was three years and was tied into the same timeline as the Fire Union Contract. Councilmember Gookin asked if the Deputy Chief's would be included in the Fire Union Contract in three years. Mr. Tymesen noted that it would not be bundled but negotiated separately, at the same time.

MOTION: Motion by English, seconded by Gookin to approve **Resolution No. 19-046;** approving a Memorandum of Understanding with the Fire Department Deputy Chiefs for the term of October 1, 2019 through September 30, 2022.

ROLL CALL: Evans Aye; Miller Aye; McEvers Aye Gookin Aye; English Aye; Edinger Aye.
Motion carried.

RESOLUTION NO. 19-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D'ALENE AND THE POLICE DEPARTMENT CAPTAINS.

STAFF REPORT: City Administrator Troy Tymesen explained that this proposed Memorandum Of Understanding (MOU) is for a two-year term and includes the Police Captains being leveled in the City's compensation/classification plan at a Pay Grade 19 (5.84% overall increase for fiscal year 2019-2020, including the 2.5% COLA); with a benefit for Administrative Call-Out Compensation for up to 50 hours per year payed at the Police Captains gross hourly rate of pay and placed into their HRA/VEBA plan. The proposed MOU with the Police Captains was discussed in good faith with the City, and the compensation and benefits included will provide a competitive package for the two Captains represented.

DISCUSSION: Councilmember Evans asked if the VEBA contribution was in addition to the monthly amount. Mr. Tymesen confirmed that it would be in addition, as long as the call outs take place and would be a maximum of 50 hours per year. Councilmember Gookin asked if this contract term was to be in sync with the Police Association negotiations. Mr. Tymesen confirmed and clarified that the pay grade system gives specific pay buffers between Captains, Police Chief, and Lieutenants. Councilmember English asked how many people are in the Captain position. Mr. Tymesen noted there were two employees holding the position of Police Captain.

MOTION: Motion by Gookin, seconded by Edinger approve **Resolution No. 19-047**; Approval of a Memorandum of Understanding with the Police Captains for the term of October 1, 2019 through September 30, 2021.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; English Aye; Edinger Aye Evans Aye.
Motion carried.

RESOLUTION NO. 19-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REJECTING ALL BIDS FOR THE ATLAS WATERFRONT PROJECT AND AUTHORIZING STAFF TO NEGOTIATE WITH CONTRACTOR(S) FOR PRICING WITHIN THE AVAILABLE BUDGET.

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained that the City purchased the Atlas Mill site with the intent to reserve the waterfront area as public open space. Considerable public input helped direct the public space design to be focused on a natural style park with separate pedestrian and wheeled vehicle trails, water accesses, adequate parking and a historic lumber mill themed restroom/picnic shelter and park maintenance storage building. The project also restores a historic beach and provided several “add alternate” options, if funding permitted, including a dog park, ADA swim access and kayak launch, site furniture, log booms for swimming safety, and others. The available construction funding from ignite CDA is \$6,000,000. The City is not currently providing project funding. One responsive bid was received from Cameron Reilly Construction with a base bid of \$6,602,489.90 and Additive Alternates totaling \$1,230,297. The base bid is \$602,489.90 over the available budget. The Engineer’s estimate is \$6,053,802.70 and \$1,222,888 for the base bid and Additive Alternates, respectively. T. LaRiviere submitted a bid less than a minute after the bids were closed and it was not able to be considered. T. LaRiviere authorized the City to review their bid pricing. T. Lariviere’s base price was \$5,408,603.10 and additive alternate pricing totaled \$945,930.40. Both the Engineer’s estimate and the T. LaRiviere pricing indicate lower cost pricing is likely available to the City on the open market.

The Legal Department has determined that Idaho Code 67-2805(2)(a)(viii) and (ix) authorizes the Council to reject all bids, and after finding it to be a fact, pass a resolution declaring that the project can be performed more economically by purchasing the goods and services on the open market. The Engineer’s Estimate and the T. LaRiviere pricing indicate that the project can be performed more economically by purchasing the goods and service on the open market. Mr. Gridley explained that the state statue allows the City to reject all bids if it is over the budgeted amount. The State statue goes on to say, that it must be based on a finding of fact that the project can be done more economically in the open market. Mr. Gridley clarified that the finding of fact in this case is that the untimely bid would have been within budget and that an open market negotiation could net a contract under the established budget. He noted that the Council could also reject and rebid, but not within the timeline of doing construction during the low water season.

DISCUSSION: Councilmember Gookin asked if the City would talk to both contractors. Mr. Greenwood said he would talk to Cameron Reilly first, as they had a responsive bid, and he

believes it would be better to have one contractor for the entire project. Councilmember Miller asked for clarification regarding the Council finding of fact to include the bid being over budget. Mr. Gridley said you can reject all bids, and it is not tied to the engineers' estimates. Councilmember Miller asked if the plan was to continue with a phased project. Mr. Greenwood noted that the priorities will be within the negotiated agreement; for example, the ADA swim area and kayak launch might be able to have some infrastructure included now and other parts can be done later.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 19-048**; noting to the finding of fact that the project can be performed more economically by negotiating in the open market as evident by the secondary estimate provided outside of the bid. Rejection of Bid for the public space at the Atlas Waterfront and authorization for staff to move forward with a negotiated contract.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Edinger Aye; Evans Aye; Miller Aye.
Motion carried.

MOTION: Motion by Gookin, seconded by McEvers to enter into Executive Session pursuant to Idaho Code 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: Gookin Aye; English Aye; Evans Aye; Edinger Aye; Miller Aye; McEvers Aye.
Motion carried.

The City Council entered into Executive Session at 6:59 p.m. Those present were the Mayor, City Council, City Attorney, and Human Resource Director. Council returned to regular session at 7:25 p.m.

ADJOURNMENT: Motion by Gookin, seconded by English that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 8:37 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
October 7, 2019
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Mike Becker, Wastewater Capital Program Manager
Hilary Anderson, Planning Director
Kenny Gabriel, Fire Chief

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

Item 1. Bid Results for the 2019 Cured in Place Pipe (CIPP) project.
(Agenda)

Mike Becker is requesting Council accept the Base Bid and Additive Alternative #1 and approve a contract with Insituform Technologies, LLC. Mr. Becker noted in his staff report that on April 9, 2019 the City prequalified three CIPP contractors through the State of Idaho Category B bidding process. On August 21, 2019 Notice for Bids were issued to these contractors for this next FY's CIPP Rehabilitation project. Two Bids were received and opened on September 17, 2019. Insituform Technologies, LLC, provided the lowest Base Bid. Wastewater planned and budgeted for this project and has the available funds for the Based Bid and Additive Alternative #1. Wastewater does not recommend awarding Additive Alternative #2 at this time. It will be deferred to a later date. Insituform Technologies, LLC, has successfully completed three (3) previous CIPP contracts within the City including the 2018 CIPP Project next to City Hall and to the satisfaction of the Wastewater Utility.

Councilmember Evans ask what Alternative #2 included. Mr. Becker said he believes it was an additional mile of reaches. Councilmember Evans asked if Council will see Alt. #2 at a later date. Mr. Becker said yes. Alt. #1 is actually the Add Alt from last years project. Staff goes through a priority list for pipes needing rehabbed. That list has not changed from last year.

Councilmember Gookin commented that it seems CIPP projects have been done every year since 2005. Mr. Becker said they used to have a CIPP as well as an Open Trench project within the same year. They found the costs were elevating. They now put the budget for the Open Trench into the CIPP project, making the project much larger and more enticing to contractors which gives the City a better bid. He said next year they will do all the Open Trench projects that were scheduled for this year.

Councilmember Gookin asked why we would go with Open Trench instead of CIPP. Mr. Becker said CIPP will conform to whatever condition the pipe is in. When a pipe has a belly or beyond rehabilitation, they find they have to Open Trench it. Often is the case that the City has a lot of undersized pipes that should be 8-inch diameter. Staff schedules those pipes as they start to deteriorate so they can up-size them rather than relining them.

MOTION: by Gookin, seconded by Evan, to recommend that Council approve the bid results and agreement with Insituform Technologies, LLC for the Cured in Place Pipe (CIPP) project in an amount not to exceed \$721,274.00. Motion Carried.

Item 2. Adopt the Historic Preservation Code Ordinance.
(Agenda)

Hilary Anderson is asking Council to adopt the Historic Preservation code and direct staff to take the next steps to form a Historic Preservation Commission, apply to become a Certified Local Government by November 21, and apply to SHPO to receive grant funds city-wide preservation plan by December 27, 2019 in support of the Comprehensive Plan. Ms. Anderson noted in her staff report that Pete L'Orange and Dan Everhart from the Idaho State Historic Preservation Office (SHPO) have met with city staff and Council Member Miller twice in 2019 to encourage the City of Coeur d'Alene to discuss the potential of the City Coeur d'Alene establishing a Historic Preservation Commission and the process and benefits of becoming a Certified Local Government (CLG). The program is a dynamic partnership between local governments, the Idaho State Historic Preservation Office (SHPO), and the National Park Service (NPS). Forming and managing a new commission would take minimal staff time, as the commission would meet only quarterly. The Commission will be comprised of nine members, a Council Liaison, and staff liaison through the Planning Department. Of the nine members, two will need to have qualifications to meet the Secretary of the Interior Standards. Staff and our Council Liaison will also be working on a press release and creating an application form for interested commission members. Some staff time would be required to coordinate and prepare for commission meetings, prepare meeting minutes, and apply to SHPO for grant funds. The commission would be managed by the Planning Department. The financial benefit would be in the potential grant funds that are dispersed by SHPO annually. There is a 1 to 1 match required, but can be in-kind match. The volunteer rate is \$22/hour and City staff time used on commission can also be used as match, at the fully loaded rate. Every year, the National Park Service provides money through the Historic Preservation Fund, which comes from offshore oil lease money. A minimum of 10% of money has to go to CLG's every year. Generally, \$75,000-77,000 is available to Idaho's CLG communities each year. It is a competitive grant process. On average, 8-15 projects get funded each year. Grants can be used to send city staff, commission members and council members to get training in historic preservation – travel costs, training fees, etc.

Councilmember Edinger asked who appoints the Commission members. Ms. Anderson said through the normal process which is the Mayor would make recommendations and the City Council would affirm the appointments.

Councilmember Gookin asked if this ties into historical zones? Ms. Anderson said not initially. If Council wanted to take the next step and designate districts and do design guidelines, something that is more specific to historic areas. We currently have the Fort Grounds that has a historic designation and the Garden District is in the process of doing that. Right now, this is a voluntary honorary designation, because we don't have a local ordinance and the proposed ordinance does not have the teeth to lay out what can and cannot be done in a historical zone.

Councilmember Gookin voiced concern that a lot of projects have been given to the Planning Department and he's concerned about over extending the department. He said he's relying on Ms. Anderson's judgement that this is something they can handle. Ms. Anderson said as long as it is only quarterly, she believes they can handle it.

MOTION: by Evans, seconded by Gookin, to recommend that Council adopt the Historic Preservation Code and direct staff to take the next steps to form a Historic Preservation Commission and apply to become a Certified Local Government. Motion Carried.

**Item 3. Declaration of Surplus – 2006 Public Education Trailer for the Fire Department.
(Consent)**

Kenny Gabriel is requesting approval to declare as surplus a 2006 Public Education Trailer. Chief Gabriel noted in his staff report that the Fire Department acquired the 2006 “Scotty” Fire Prevention trailer through a federal grant. They have used it extensively since that time at the Kootenai County Fair, Department open house, and many local events. The trailer, due to its use, is now in disrepair. The department would need to spend a great deal of funds to keep the trailer, which is not in the budget. Surplusing and donating to a smaller Department is the best alternative. Rather than fix the trailer or purchase a newer one, they will utilize the Kootenai County Fire Prevention Co-Op’s trailer. This was also purchased through a grant and all the surrounding Departments help maintain and have access to it.

MOTION: by Evans, seconded by Gookin, to recommend that Council authorize the Fire Department to surplus a 2006 Public Education Trailer. Motion Carried.

The meeting adjourned at 12:25 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

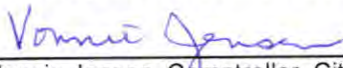
OCT - 7 2019

CITY CLERK

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 8/31/2018	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2018
<u>General-Designated</u>	\$1,648,952	\$45,438	\$24,917	\$1,669,473
<u>General-Undesignated</u>	13,360,225	11,522,236	15,196,354	9,686,107
<u>Special Revenue:</u>				
Library	356,167	8,684	129,450	235,401
CDBG	5,218	23,812	13,301	15,729
Cemetery	36,344	34,934	26,455	44,823
Parks Capital Improvements	742,763	14,508	26,736	730,535
Impact Fees	3,102,385	16,108		3,118,493
Annexation Fees	288,445	16,202		304,647
Cemetery P/C	1,497,925	11,295	6,790	1,502,430
Jewett House	39,992	55	3,002	37,045
Reforestation	30,857	44	1,525	29,376
Street Trees	192,567	2,368	4,322	190,613
Community Canopy	3,287	5		3,292
Public Art Fund	65,318	3,491	14,468	54,341
Public Art Fund - ignite	538,159	119,557	24,813	632,903
Public Art Fund - Maintenance	84,509	14,586	147	98,948
<u>Debt Service:</u>				
2015 G.O. Bonds	64,992	2,524		67,516
<u>Capital Projects:</u>				
Street Projects	438,479	610	40,295	398,794
Riverstone Mill Site Project		8,244,472	8,244,136	336
<u>Enterprise:</u>				
Street Lights	(24,050)	82,945	58,831	64
Water	3,042,973	984,328	1,236,354	2,790,947
Water Capitalization Fees	6,378,841	81,306		6,460,147
Wastewater	6,042,126	2,270,080	1,339,032	6,973,174
Wastewater-Reserved	1,176,181	27,500		1,203,681
WWTP Capitalization Fees	1,523,922	32,220		1,556,142
WW Property Mgmt	60,668			60,668
Sanitation	1,547,456	340,443	363,136	1,524,763
Public Parking	493,884	900,129	1,001,607	392,406
Drainage	1,152,660	83,680	67,859	1,168,481
Wastewater Debt Service	1,039,031	1,447		1,040,478
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	230,499	228,334	231,179	227,654
LID Advance Payments	12		12	-
Police Retirement	1,093,523	14,258	23,660	1,084,121
Sales Tax	3,127	1,742	3,128	1,741
BID	207,852	32,920	35,000	205,772
Homeless Trust Fund	350	342	350	342
GRAND TOTAL	\$46,465,638	\$25,162,603	\$28,116,859	\$43,511,382

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2019

RECEIVED

OCT - 7 2019

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2019	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$253,438	\$241,266	95%
	Services/Supplies	11,400	7,167	63%
Administration	Personnel Services	299,969	199,924	67%
	Services/Supplies	20,200	24,045	119%
Finance	Personnel Services	683,971	641,611	94%
	Services/Supplies	498,800	491,948	99%
Municipal Services	Personnel Services	1,236,651	1,238,928	100%
	Services/Supplies	628,479	599,245	95%
	Capital Outlay	16,000	16,650	104%
Human Resources	Personnel Services	312,985	296,505	95%
	Services/Supplies	74,125	61,095	82%
Legal	Personnel Services	1,178,684	1,171,856	99%
	Services/Supplies	85,441	76,002	89%
Planning	Personnel Services	594,382	586,786	99%
	Services/Supplies	133,600	84,518	63%
	Capital Outlay			
Building Maintenance	Personnel Services	378,357	331,555	88%
	Services/Supplies	157,475	134,659	86%
	Capital Outlay	17,000	10,410	61%
Police	Personnel Services	13,416,402	12,721,757	95%
	Services/Supplies	1,316,630	1,389,701	106%
	Capital Outlay		85,448	
Fire	Personnel Services	9,439,387	9,129,217	97%
	Services/Supplies	667,559	528,742	79%
	Capital Outlay	43,418	43,418	100%
General Government	Services/Supplies	206,295	219,604	106%
	Capital Outlay	329,500	29,521	9%
Police Grants	Personnel Services	144,263	58,286	40%
	Services/Supplies	84,082	32,489	
	Capital Outlay		84,082	
CdA Drug Task Force	Services/Supplies	40,000	1,200	3%
	Capital Outlay	60,000		
Streets	Personnel Services	2,990,394	2,913,897	97%
	Services/Supplies	1,897,169	825,322	44%
	Capital Outlay	848,900	797,239	94%
Parks	Personnel Services	1,553,223	1,455,641	94%
	Services/Supplies	583,350	614,080	105%
	Capital Outlay	165,000	124,963	76%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2019	PERCENT EXPENDED
Recreation	Personnel Services	550,643	525,058	95%
	Services/Supplies	191,780	133,547	70%
	Capital Outlay	26,935	17,950	67%
Building Inspection	Personnel Services	905,775	842,064	93%
	Services/Supplies	39,410	27,899	71%
	Capital Outlay	33,935	32,797	97%
Total General Fund		<u>42,115,007</u>	<u>38,848,092</u>	<u>92%</u>
Library	Personnel Services	1,322,388	1,311,713	99%
	Services/Supplies	236,000	221,368	94%
	Capital Outlay	180,000	160,104	89%
CDBG	Services/Supplies	408,854	233,231	57%
Cemetery	Personnel Services	202,455	165,796	82%
	Services/Supplies	102,500	98,459	96%
	Capital Outlay	85,000	66,090	78%
Impact Fees	Services/Supplies	521,500	218,235	42%
Annexation Fees	Services/Supplies	286,000	286,000	100%
Parks Capital Improvements	Capital Outlay	1,804,500	272,414	15%
Cemetery Perpetual Care	Services/Supplies	207,000	186,603	90%
Jewett House	Services/Supplies	30,955	23,689	77%
Reforestation	Services/Supplies	8,000	6,248	78%
Street Trees	Services/Supplies	100,000	76,746	77%
Community Canopy	Services/Supplies	2,000	959	48%
Public Art Fund	Services/Supplies	348,500	370,365	106%
		<u>5,845,652</u>	<u>3,698,022</u>	<u>63%</u>
Debt Service Fund		<u>876,931</u>	<u>876,929</u>	<u>100%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2019	PERCENT EXPENDED
Seltice Way	Capital Outlay	37,000	95,091	257%
Seltice Way Sidewalks	Capital Outlay	4,000	3,500	88%
Govt Way - Hanley to Prairie	Capital Outlay	196,000	195,536	100%
Kathleen Avenue Widening	Capital Outlay	195,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	25,000	9,748	39%
Industrial Park Loop & Atlas	Capital Outlay	804,500	215,243	27%
Downtown Signal Imprvmnts	Capital Outlay	154,000	101,000	66%
Atlas Waterfront Project	Capital Outlay	34,131	34,131	100%
		<u>1,644,631</u>	<u>654,249</u>	<u>40%</u>
Street Lights	Services/Supplies	699,450	628,112	90%
Water	Personnel Services	2,073,534	2,052,431	99%
	Services/Supplies	4,580,300	1,983,081	43%
	Capital Outlay	5,543,500	2,520,703	45%
Water Capitalization Fees	Services/Supplies	1,700,000		
Wastewater	Personnel Services	2,793,403	2,642,326	95%
	Services/Supplies	6,562,993	2,610,165	40%
	Capital Outlay	8,224,700	4,488,561	55%
	Debt Service	2,178,563	2,176,041	100%
WW Capitalization	Services/Supplies	1,000,000		
Sanitation	Services/Supplies	4,239,083	3,928,621	93%
Public Parking	Services/Supplies	721,880	349,641	48%
	Capital Outlay	36,100	408,413	
Drainage	Personnel Services	115,166	113,370	98%
	Services/Supplies	764,458	424,673	56%
	Capital Outlay	920,000	518,475	56%
Total Enterprise Funds		<u>42,153,130</u>	<u>24,844,612</u>	<u>59%</u>
Kootenai County Solid Waste		2,600,000	2,739,664	105%
Police Retirement		180,760	178,933	99%
Business Improvement District		176,000	31,000	18%
Homeless Trust Fund		5,200	5,105	98%
Total Fiduciary Funds		<u>2,961,960</u>	<u>2,954,701</u>	<u>100%</u>
TOTALS:		<u>\$95,597,311</u>	<u>\$71,876,604</u>	<u>75%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED

OCT - 7 2019

CITY CLERK

City of Coeur d Alene
Cash and Investments
9/30/2019

Description	City's Balance
U.S. Bank	
Checking Account	1,154,891
Checking Account	29,573
Investment Account - Police Retirement	944,742
Investment Account - Cemetery Perpetual Care Fund	1,427,348
Wells Fargo Bank	
Federal Home Loan Bank Bond	1,001,141
First Interstate Bank	
Certificate of Deposit	210,758
Idaho Central Credit Union	
Certificate of Deposit	262,653
Idaho State Investment Pool	
State Investment Pool Account	47,616,402
Spokane Teacher's Credit Union	
Certificate of Deposit	251,271
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>52,900,905</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY COUNCIL STAFF REPORT

DATE: October 15, 2019
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-19-08, Hickam Place: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

HISTORY

- a. Applicant: James Casper, Executive Director
Habitat for Humanity of North Idaho, Inc
176 W. Wyoming Avenue
Hayden, ID 83835
- b. Location: 3223 N. 4th Street (South of Neider Avenue, between 2nd Street and 4th Street)
- c. Previous Action:
 1. Preliminary plat approval, September 5, 2019

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-subdivision of a portion of Lot 13 of the Thomas Addition Subdivision located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were two conditions that will be taken care during the building permit process; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

HICKAM PLACE

BOOK _____ PAGE _____
No. _____

A RE-SUBDIVISION OF A PORTION OF LOT 13, THOMAS ADDITION
SITUATED IN THE SOUTHWEST 1/4 OF SEC. 1, TWP. 50 N., R. 4 W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS that Habitat for Humanity of North Idaho, Inc., an Idaho Non-Profit Corporation is the owner of the real property hereinafter described and intends to include said property within this platting.

A portion of Lot 13 of Thomas Addition (recorded in Book C of Plats at Page 4, Records of Kootenai County, Idaho) being situated in the Southwest 1/4 of Section 1, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows.

Commencing at a found aluminum cap monumenting the West 1/4 Corner of said Section 1 (from which a found aluminum cap monumenting the Center 1/4 Corner of said Section 1 bears South 89°23'40" East a distance of 2637.39 feet), thence along the east-west center of section line of said Section 1 South 89°23'40" East a distance of 1318.69 feet, thence leaving said east-west center of section line South 0°07'10" West a distance of 288.02 feet to a point on the center line of 4th Street, thence North 89°52'50" West a distance of 30.00 feet to a found iron rod (replaced with a set iron rod), said iron rod being the REAL POINT OF BEGINNING.

thence along the westerly right of way of said 4th Street South 0°07'10" West a distance of 132.91 feet to a set iron rod on the southerly line of said Lot 13;
thence along said southerly line North 89°07'04" West a distance of 313.54 feet to a found iron rod;
thence continuing along said southerly line North 89°06'01" West a distance of 294.11 feet to a point;
thence leaving said southerly line North 0°15'37" West a distance of 131.29 feet to a point on the northerly line of said Lot 13;
thence along said northerly line South 89°19'22" East a distance of 173.55 feet to a found iron rod (replaced with a set iron rod);
thence continuing along said northerly line South 89°17'35" East a distance of 239.73 feet to a found iron rod;
thence continuing along said northerly line South 89°10'28" East a distance of 195.22 feet to the REAL POINT OF BEGINNING.

Comprising 1.846 acres, more or less. Right of way for 2nd Street, as shown hereon, is hereby dedicated to the public in the name of the City of Coeur d'Alene. The Sidewalk and Utility Easement, as shown hereon, is hereby granted to the public in the name of the City of Coeur d'Alene.

Both water and sanitary sewer service will be provided by the City of Coeur d'Alene.


Habitat for Humanity of North Idaho, Inc.
by: James Casper, Executive Director

ACKNOWLEDGMENT

State of Idaho }
County of Kootenai } ss.

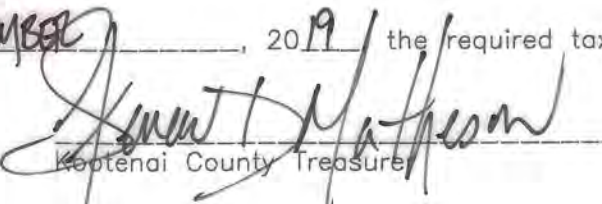
This record was acknowledged before me on Sept. 23, 2019 by James Casper as Executive Director for Habitat for Humanity of North Idaho, Inc.

RACHEL MCDEVITT
Notary Public - State of Idaho
Commission Number 22661
My Commission Expires 10-05-2024


Notary Public
My Commission Expires 10-05-2024

COUNTY TREASURER

I hereby certify that on this 30th day of September, 2019, the required taxes on the herein platted land have been paid through December 31st 2018.


Kootenai County Treasurer

HEALTH DISTRICT APPROVAL

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on QLPE from the City of Coeur d'Alene review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1323, Idaho Code, by the issuance of a certificate of disapproval.

Date: 9-25-19 Health District Signature: 


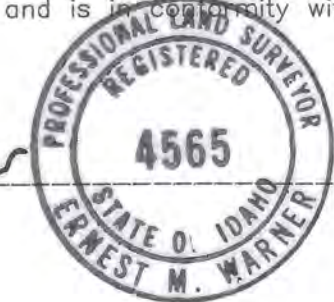
COUNTY RECORDER

I hereby certify that this Plat of Hickam Place was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of _____ at _____ M this _____ day of _____, 20____, and was duly recorded in Plat Book _____, at Pages _____ and _____ as Instrument Number _____.

By: _____ Deputy Clerk Fee: _____
Kootenai County Clerk - Jim Brannon

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of Hickam Place, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.


ERNEST M. WARNER, P.L.S.  Sept 23, 2019
REB. NO. 4565

CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this _____ day of _____, 20____.

Clerk - City of Coeur d'Alene

CITY ENGINEER

I hereby certify this 9th day of October, 2019, that I have examined this subdivision plat and approve the same for filing.



Engineer - PE # 10804
City of Coeur d'Alene

COUNTY SURVEYOR

I hereby certify that on this _____ day of _____, 20____, I have examined this Plat of Hickam Place and approved the same for filing.

Kootenai County Surveyor


PROFESSIONAL LAND SURVEYOR
REGISTERED
12463
STATE OF IDAHO
RODNEY E. JONES

			
Tate Engineering, Inc. 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com			
PROJECT #: 19.117	DATE: July, 2019	SCALE: 1"= NA	PAGE 2 OF 2
DRAWING: 19.117PLAT	CHECKED: EMW	DRAWN BY: emw	

RESOLUTION NO. 19-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AND AUTHORIZING THE FOLLOWING ACTIONS OF THE CITY OF COEUR D'ALENE: WAIVER OF COVERED LOAD REGULATIONS FOR THE ANNUAL CITY LEAF PICKUP PROGRAM AND DECLARATION OF FIRE DEPARTMENT FIRE PREVENTION TRAILER AS SURPLUS.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contracts and agreement, and take the other action listed below, pursuant to the terms and conditions set forth in the contracts and agreements, and other action documents attached hereto as Exhibits "A" and "B" and by reference made a part hereof as summarized as follows:

- A) Approving the waiver of covered load regulations from November 12, 2019 through November 29, 2019 for the annual City Leaf Pick Up program; and
- B) Declaration of the Fire Department's 2006 Fire Prevention Trailer as surplus.

AND

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to take such actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City take the actions as described in the documents attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said actions, so long as the substance of the actions remains as approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contracts and agreements, or other documents as may be required on behalf of the City to take the actions.

DATED this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



City of Coeur d'Alene - Leaf Fest Begins November 12th

Tuesday, November 12th, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. **Please be sure to keep leaves on your property until November 1st, 2019.** Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and do not include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable to provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, November 29th, 2019.

Leaf-fest 2019 Tips

Do:

- Have your leaves out by November 1st
- Please move cars off of the street, if at all possible, during leaf pick-up
- Keep the leaves about one-foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

Do NOT:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website www.cdavid.org/leafpickup or call the Street Maintenance Information line 208.769.2233.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: October 7, 2019

From: Kenny Gabriel, Fire Chief

Re: Surplus Fire Prevention Trailer

DECISION POINT: Should Mayor and Council allow the Fire Department to Surplus our 2006 Public Education Trailer

HISTORY: The Fire Department acquired a 2006 "Scotty" Fire Prevention trailer through a federal grant. We have used it extensively since that time at the Kootenai County Fair, Department open house, and many local events. The trailer, due to its use, is now in disrepair. There was a leak in the sprinkler room which has caused extensive damage to the floor. We did have donated labor come in and fix some of the cosmetic issues, however to keep it we would need to spend a great deal of funds, which are not budgeted to make the necessary repairs.

FINANCIAL ANALYSIS: It would cost more money to fix it than the trailer is worth to us right now. Surplusing and donating to a smaller Department is our best alternative.

PERFORMANCE ANALYSIS: Rather than fix this trailer or purchase a newer one, we will utilize the Kootenai County Fire Prevention Co-Op's trailer. This was also purchased through a grant and all the surrounding Departments help maintain and have access to it.

DECISION POINT/RECOMMENDATION: Allow the Fire Department to surplus our 2006 Public Education Trailer.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: October 15, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of the Memorandum of Understanding with ITD for control of the Northwest Boulevard traffic signals near I-90.

DECISION POINT:

Staff is requesting approval of the MOU with ITD for transfer of control of the six Northwest Boulevard traffic signals from Lakewood Drive to Golf Course Drive.

HISTORY:

ITD currently controls the signal operations on Northwest Boulevard/Ramsey from Lakewood Drive to Golf Course Drive, because of their proximity to Interstate 90. The City has been in discussions with the Idaho Transportation Department (ITD) regarding taking over control of these signals for over three years. ITD is interested in giving control of these signals to the City to reduce their responsibilities in maintaining the signals and adjusting the timing. The City is interested in taking control to better respond to changes in local traffic and citizen concerns. In order to take control of the corridor, the signal equipment must be replaced with the type that we use in the rest of our signals, city-wide. Signal detection that has failed or is near the end of its expected life must also be replaced. In order for the signals to be coordinated and controlled by the City, fiber optic connectivity must be provided between the signals with a connection to other City-owned fiber. The MOU details that the State would provide reimbursement for signal equipment and detection. That equipment would be installed by City crews. Fiber optic cable would be installed by a contractor at the City's expense.

FINANCIAL ANALYSIS:

The City's investment in this project would be approximately \$160,000 for installation of the fiber optic cable. However, this fiber optic installation would eventually be needed in order for connectivity to other signals in the corridor and to the 911 center. City crews would spend several weeks installing the new signal equipment and working with the signal supplier to time and coordinate the signals in the corridor. ITD would provide up to \$175,000 for reimbursement of the signal equipment. Future maintenance needs will undoubtedly be a cost to the City, but are not precisely measurable.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow the City to take control of the signals, coordinate them to our preference, and respond to citizen concerns.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve the MOU with ITD for transfer of control of the six Northwest Boulevard traffic signals from Lakewood Drive to Golf Course Drive.

Equipment to be purchased by ITD for ITD
intersections

NW Boulevard
Detection Estimate

September 5, 2019

10 ea	Camera/Radar System (Vector-Next) 2 @ Appleway 3 @ WB Ramp I/S 3 @ EB Ramp I/S 2 @ Ironwood	4,573.33 ea	=	45,733.30
4 ea	Vantage Next Video Camera 2 @ Appleway 2 @ Ironwood	1,600.00 ea	=	6,400.00
4 ea	Vantage Next CCU Unit 1 @ Appleway 1 @ WB Ramp I/S 1 @ EB Ramp I/S 1 @ Ironwood	10,200.00 ea	=	40,800.00
4 ea	Vantage Radius Surge Protection 1 @ Appleway 1 @ WB Ramp I/S 1 @ EB Ramp I/S 1 @ Ironwood	533.33 ea	=	2,133.32
4 ea	TS2 SDLC Cable 1 @ Appleway 1 @ WB Ramp I/S 1 @ EB Ramp I/S 1 @ Ironwood	34.67 ea	=	138.68
4 ea	Cable CAT5E 1 @ Appleway 1 @ WB Ramp I/S 1 @ EB Ramp I/S 1 @ Ironwood	253.33 ea	=	1,013.32
4 ea	Monitor 1 @ Appleway 1 @ WB Ramp I/S 1 @ EB Ramp I/S 1 @ Ironwood	200.00 ea	=	800.00
				<hr/>
Total Detection				<u>97,018.62</u>



Western Systems
Innovative Transportation Solutions

Quote

Prepared By:

Kevin Hanson
Territory Manager

Western Systems, Inc.

Cell: 208-215-9997

Fax: 425-438-1585

khanson@westernsystems-inc.com

www.westernsystems-inc.com

Date: 4/4/2019

Quote #: KMH1222

Customer PO #: TBD

WSI SO #:

SHIP TO:

Nathan Herbst
ITD District 1
Signal Dept.
600 Prairie Ave.
CD'A, ID 83815

Date Required:

Western Systems is pleased to submit the following price quotation for the above referenced project:
TO: Nathan Herbst

Qty	Item #	Description	Unit Price	Line Total
6	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC LATEST VERSION	\$ 3,720.00	\$ 22,320.00
6	4460030080	SUB-ASSEMBLY DATA KEY 2MB 5V FLASH (2070/NEMA)	\$ 62.86	\$ 377.16
4	2040011021	CABLE 1' PIGTAIL CONNECTOR LMD D TO EPAC D	\$ 162.41	\$ 649.64
1	4740030000	SOFTWARE TACTICS CENTRAL SYSTEM 1-30 (3 USER)	\$ 33,333.33	\$ 33,333.33
6	XXXXX	TECHNICAL SETUP - TRAFFIC ENG. LABOR, INTEGRATION-INSTALLATION 6 INTERSECTI	\$ 2,750.00	\$ 16,500.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
1	Shipping	Estimated	\$ 150.00	\$ 150.00

This quotation includes only the items listed herein, subject to the conditions noted:
Delivery 60-90 days after release, This Quote is good for 30 days, Tax Not Included
Terms: Net 30 Days If Credit in Good Standing, We impose a surcharge of 2% on the transaction amount on V ISA and MasterCard CC products, which is not greater than

- FOB Destination (Freight Included)
- FOB Prepay & Add (Charge Freight)

Thank you for your business!

1122 Industry Street, Building B, Everett, WA 98203 Phone: (425) 438-1133 Fax: (425) 438-1585

Subtotal \$ 73,330.13
Sales Tax
Total \$ 73,330.13

Fiber Optic Build and City Signal Equipment Estimate

Intersection	Quantity	Ind Price	Line Total
Golf Course & Ramsey			
	1000ft Cat 5	\$1,000.00	\$1,000.00
	3 Vector Next	\$4,573.33	\$4,573.33
	1 CCU	\$10,000.00	\$10,000.00
	1 Vantage Radius Surge Prot.	\$533.33	\$533.33
	1 TS2 SDLC cable	\$34.67	\$34.67
	1 Monitor	\$200.00	\$200.00
	1 Iteris Video	\$1,600.00	\$1,600.00
Lakewood & NW BLVD			
	1000ft Cat 5	\$1,000.00	\$1,000.00
	3 Vector Next	\$4,573.33	\$4,573.33
	1 CCU	\$10,200.00	\$10,200.00
	1 Vantage Radius Surge Prot.	\$533.33	\$533.33
	1 TS2 SDLC	\$34.67	\$34.67
	1 Monitor	\$200.00	\$200.00
	1 Iteris Video	\$1,600.00	\$1,600.00
	Conduit Build		\$34,965.00
	Foiber Install		\$26,877.00
	7 Ethernet Switch	\$1,643.81	\$11,506.67
	IT		\$13,676.33
	Streets Equipment		\$1,744.00
	PTZ Cameras		\$200.00
	2 Vector Next	\$4,573.33	\$9,146.66
	Total		\$154,491.64

NW Boulevard Signal MOU



1

NW Boulevard Signal MOU



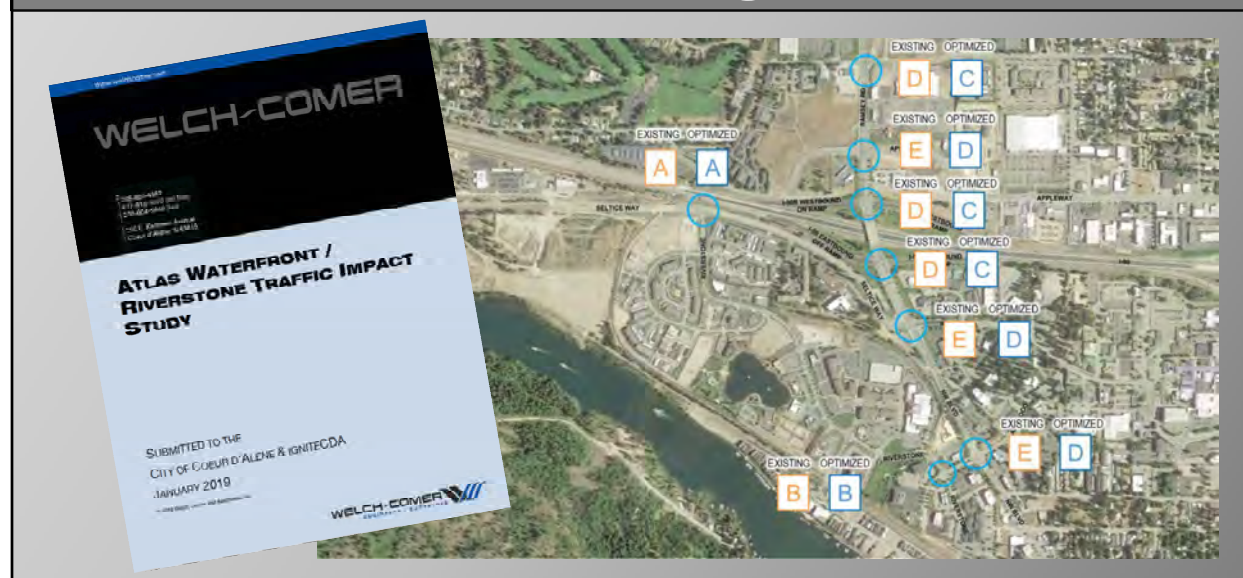
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NW Boulevard Signal MOU



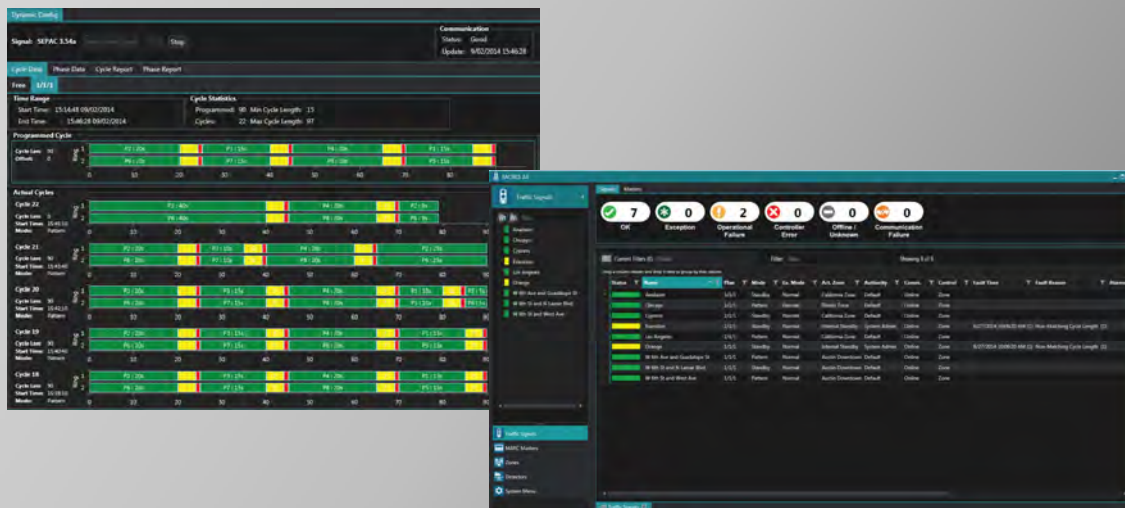
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NW Boulevard Signal MOU



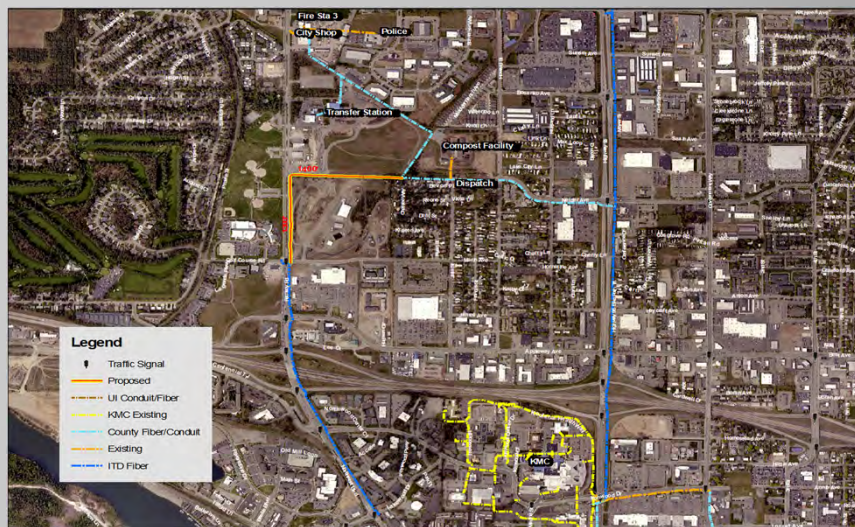
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NW Boulevard Signal MOU



5

NW Boulevard Signal MOU



6

RESOLUTION NO. 19-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH ITD FOR CONTROL OF THE NORTHWEST BOULEVARD TRAFFIC SIGNALS NEAR I-90.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with ITD, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with ITD for control of the Northwest Boulevard traffic signals near I-90, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING

Between

The Idaho Transportation Department

And

The City of Coeur d'Alene, ID

Purpose:

This memorandum of understanding (hereinafter "MOU") is entered into by the Idaho Transportation Department (hereinafter "ITD") an agency of the State of Idaho, whose principle office is located at 3311 W. State Street, Boise, Idaho 83703 and the City of Coeur d'Alene (hereinafter "CdA") whose principle office is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814. The purpose of this MOU is to enable improved traffic flow management at designated intersections along Northwest Boulevard and Ramsey Road in Coeur d'Alene, Idaho. Having one entity control traffic flow through these intersections will improve consistency in how traffic flows through these corridors.

Authority:

This agreement is made pursuant to Idaho Code 40-317 and Idaho Code 67-2326 through 67-2333 and 67-2339 and in accordance with Board Policy 4007.

Responsibilities and Procedures:

Intersection Signal Systems identified as part of this MOU:

Currently Owned by ITD	Currently Owned by CdA
NW Boulevard & Ironwood Dr	NW Boulevard & N Lakewood Dr
NW Boulevard & I90 Eastbound	Ramsey Rd & Golf Course Rd
NW Boulevard & I90 Westbound	
Ramsey Rd & Appleway Ave	

The parties to this MOU agree as follows:

ITD Shall:

- With the exception of the existing ITD network switches, Release ownership of the entire traffic signal systems at both NW Boulevard & Ironwood Drive and Ramsey Road & Appleway Avenue Intersections.
- Relinquish responsibility for traffic flow management through all intersections identified in this MOU.
- Allow CdA to pull a maximum 48 strand fiber cable into ITD conduit between Lakewood Drive and Golf Course Road.
- Upon receipt of invoicing, reimburse CdA up to a maximum dollar amount of \$75,000 for the purchase and installation of controllers and software at the 6 intersections identified in this MOU.
- Upon receipt of invoicing, reimburse CdA up to a maximum dollar amount of \$100,000 for the purchase and installation of detection at Appleway (4 approach), Westbound I90 Ramps (3 approach), Eastbound I90 Ramps (3 approach) and Ironwood (4 approach).
- Upon notification by CdA, provide repair support for the NW Boulevard & I90 Eastbound and NW Boulevard & I90 Westbound Intersections. If ITD is unavailable or unable to provide repair support within 24 hours at these two intersections only, CdA has ITD's permission to make arrangements for said repairs and bill ITD for reimbursement of the cost of these repairs.
- ITD will provide shared access to intersection video monitoring network and system (PTZ) at no cost to ITD.

CdA shall:

- With the exception of the existing ITD network switches, assume ownership and maintenance responsibility for the entire traffic signal systems at both NW Boulevard & Ironwood Drive and Ramsey Road & Appleway Avenue Intersections.
- Retain and protect the existing ITD network switches at all six described intersections and allow ITD access to cabinets for switch maintenance. These switches will be used to maintain existing camera feeds onto ITD's video server.
- Install and maintain CdA owned network switches at all intersections identified in this MOU. These switches will enable CdA to communicate with controllers at all six described intersections.
- Purchase and install controllers and software at the 6 intersections identified in this MOU. Provide invoicing for controllers and software to ITD for reimbursement up to a maximum of \$75,000.00.
- Return all Econolite Cobalt controllers to ITD (six in total) from intersections identified in this MOU upon installation of new signal controllers of the City's choosing.

- Purchase and install detection at Appleway (4 approach), Westbound I90 Ramps (3 approach), Eastbound I90 Ramps (3 approach) and Ironwood (4 approach). Provide invoicing for detection to ITD for reimbursement up to a maximum of \$100,000.00.
- Provide traffic flow management through all intersections identified in this MOU. Performance criteria is that traffic on the interstate ramps cannot be allowed to backup into the main corridor of Interstate 90 such that traffic on Interstate 90 is impeded or delayed.
- CdA shall notify ITD with 24 hours notice when CdA staff will be accessing the I-90 Interchange control cabinets. In the event of an emergency access, this notification can be done after the fact.
- Provide reporting to ITD Traffic engineering team as requested by ITD via email to CdA Staff. Report will be delivered via electronic means within 3 business days from the date requested.

Funding:

With the exception of the reimbursement terms described above, each party will be responsible for funding for their entity.

Limitations:

Nothing in this Memorandum of Understanding between ITD and CdA shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

This Memorandum of Understanding expands the liability of CdA to include all signal equipment at the intersections of NW Boulevard & Ironwood Drive and Ramsey Road & Appleway Avenue. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

Effective Date:

This Memorandum of Understanding shall become effective upon signature of the ITD D1 District Engineer or delegate, the Chief Information Officer of ITD or delegate, and the Mayor of Coeur d'Alene or delegate.

Contact Information:

ITD
Breanna Logerwell
Breanna.Logerwell@itd.idaho.gov
208-772-8071

City of Coeur d'Alene
Chris Bosley, PE
cbosley@cdaid.org
208-769-2216

Nathan Herbst, PE
Nathan.Herbst@itd.idaho.gov
208-722-8022

Tim Martin
TIMM@cdaid.org
208-769-2234

Lee Bernardi, PE
Lee.Bernardi@itd.idaho.gov
208-772-8070

Todd Feusier
TFEUSIER@cdaid.org
208-769-2309

Method of Termination:

This Memorandum of Understanding shall remain in force unless it is formally terminated by either party after thirty (30) days written notice to the other party.

ITD reserves the right to take back operational control of the I-90 Ramp Intersections (Eastbound and Westbound) in the event of adverse effect on Interstate traffic.

In the event of termination, both parties to this agreement will meet to negotiate in good faith the terms of separation.

Amendments:

Amendments to this memorandum shall be effective upon mutual agreement and written approval by the ITD D1 District Engineer or delegate, The Mayor of the City of Coeur d'Alene or delegate, and the Chief Information Officer of ITD or delegate.

Signatures:

Idaho Department of Transportation

ITD District 1 District Engineer – Damon Allen

City of Coeur d’Alene	ATTEST
_____	_____
Mayor – Steve Widmyer	Renata McLeod, City Clerk

Idaho Department of Transportation

Chief Information Officer – Chris Victory

STAFF REPORT

Date: October 10, 2019
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Atlas Park Improvement Negotiated Contract (*Council Action Required*)

DECISION POINT:

Should Council award the base bid contract and 10 alternates in the amount of \$5,874,190 to LaRiviere Inc.?

Should staff request \$280,000 in additional funding from ignite CDA to fund construction contingencies and/on currently unfunded four add alternates (River irrigation pump station, Riverstone Overlook, East log boom and West log Boom).

HISTORY:

The City advertised the Atlas Park Project for bid and received one timely bid from Cameron Reilly (CR) Concrete in the base bid amount of \$6,602,489.90 and Additive Alternates totaling \$1,230,297. The City rejected the bid because it was beyond the budget and authorized staff to negotiate with CR and/or LaRiviere who had submitted an untimely bid.

Welch Comer Engineers, with direction from City staff, initiated negotiations with CR, who ultimately withdrew from negotiations, and then with LaRiviere. Welch Comer provided the City a memo documenting the negotiation process.

The negotiated base bid price with LaRiviere is \$5,283,816.10 and 10 add alternates recommended for award is \$590,374 totaling \$5,874,190.10. This amount is \$123,887 less than Lariviere's original price for same work. The add alternates not recommended for award total \$342,492 which is \$10,964 less than Lariviere's original price.

FINANCIAL ANALYSIS:

Ignite CDA originally budgeted \$6,000,000 for Atlas Park. Lariviere proposes a shorter construction schedule resulting in lower construction observation costs and increased construction funding of \$6,075,150, which is enough to award the project to LaRiviere for \$5,874,190.10 and fund \$200,000 for the City purchase of the playground. However, this will provide no construction contingency funding for unknown conditions or owner directed changes that will arise during construction. If the City requests, and ignite CDA approves a funding increase of \$280,000, the project will have a \$280,960 contingency budget (4.6% of construction cost) and if the contingency budget is not used, the City could construct some of the four currently unfunded add alternates. The City is not currently providing project funding.

PERFORMANCE ANALYSIS:

The proposed award to LaRiviere, Inc. will allow the base bid and all the most community desired amenities be included in the project, but with no construction contingency. In the event the ignite CDA Funding is not provided, construction contingency funds would need to be provided by the City.

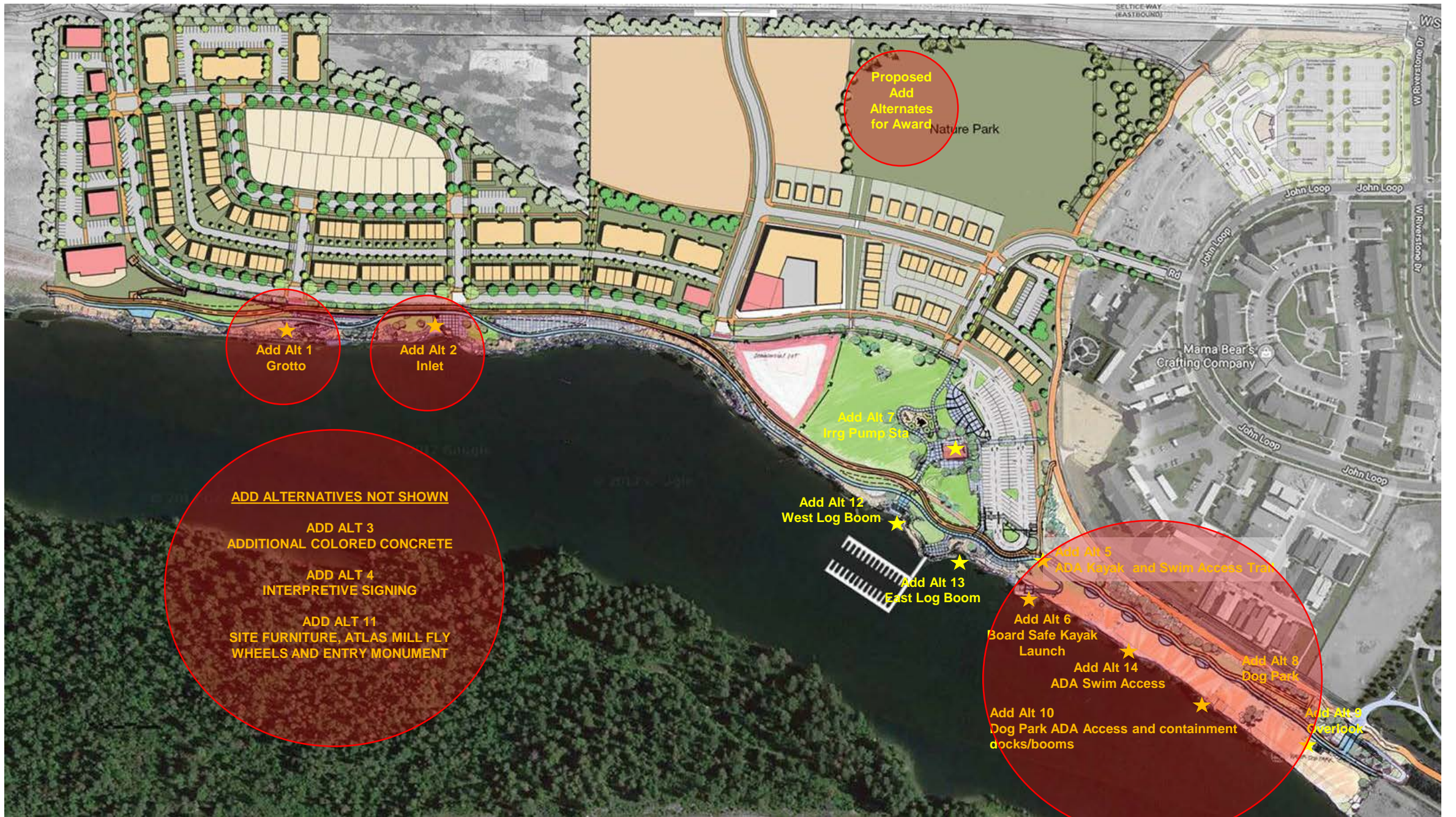
City Council Meeting Atlas Waterfront Park Project Award

October 9, 2019

- City Council Rejected the Cameron Reilly Bid and Authorized Negotiations on the open market.
- City/ignite CDA provided direction to Welch Comer for negotiations with Cameron Reilly Concrete initially, then T. LaRiviere if necessary.
- CR indicated they are unlikely to be able to meet City budget, even with negotiations.
- Discussions were initiated with T. LaRiviere and continued with CR.
- CR withdrew from negotiations on Monday October 7, 2019.
- Negotiations completed with T. LaRiviere on Tuesday, October 8, 2019.

Negotiated Contract

Price by Major Components	TLA Original	TLA Revised	Difference Btwn Orig. & Revised
Mobilization	\$ 250,000	\$ 250,000	\$ -
Buildings	\$ 700,000	\$ 700,000	\$ -
Earthwork	\$ 837,605	\$ 837,605	\$ -
Utilities	\$ 638,459	\$ 638,459	\$ -
Landscape, Irrigation, Pedestrian Lighting and Amenities ¹	\$ 1,461,460	\$ 1,336,673	\$ (124,787)
Site Concrete	\$ 480,132	\$ 480,132	\$ -
Shoreline Stabilization	\$ 545,329	\$ 545,329	\$ -
Parking Lot, Gates, Guardrails, Site Control	\$ 495,618	\$ 495,618	\$ -
Base Bid Total	\$ 5,408,603	\$ 5,283,816	\$ (124,787)
Add Alternate No. 1 Steps/Seating to Water "Grotto "	\$ 71,000	\$ 71,000	\$ -
Add Alternate No. 2 Steps/Seating to Water "Inlet"	\$ 77,000	\$ 77,000	\$ -
Add Alternate No. 3 Additional Colored Concrete	\$ 1,300	\$ 1,300	\$ -
Add Alternate No. 4 Interpretive Signing	\$ 16,200	\$ 16,200	\$ -
Add Alternate No. 5 ADA Kayak Launch and Swim Access Trails	\$ 24,934	\$ 24,934	\$ -
Add Alternate No. 6 Boardsafe Kayak Launch	\$ 78,000	\$ 78,000	\$ -
Add Alternate No. 8 Dog Park	\$ 110,000	\$ 110,000	\$ -
Add Alternate No. 10 Dog Park Docks, Log Boom and ADA Trail	\$ 110,000	\$ 110,000	\$ -
Add Alternate No. 11 Furniture, Atlas Fly Wheel & Entry Sign	\$ 41,040	\$ 41,940	\$ 900
Add Alternate No. 14 ADA Swim Area & Trail	\$ 60,000	\$ 60,000	\$ -
Total Base Bid and Add Alternates Recommended for Award	\$ 5,998,078	\$ 5,874,191	\$ (123,887)
1. \$77,000 in Scope Reduction, \$47,787 in Cost Reduction			
Not Recommended for Award at This Time	TLA Original	TLA Revised	Difference Btwn Orig. & Revised
Add Alternate No. 7 Irrigation Pump Station	\$ 150,000	\$ 150,000	\$ -
Add Alternate No. 9 Overlook	\$ 39,000	\$ 39,000	\$ -
Add Alternate No. 12 West Log Boom	\$ 119,368	\$ 108,404	\$ (10,964)
Add Alternate No. 13 East Log Boom	\$ 48,088	\$ 48,088	\$ -
Total Not Recommended for Award	\$ 356,456	\$ 345,492	\$ (10,964)
Grand Total	\$ 6,354,534	\$ 6,219,683	\$ (134,851)



Proposed
Add
Alternates
for Award

★
Add Alt 1
Grotto

★
Add Alt 2
Inlet

ADD ALTERNATIVES NOT SHOWN
ADD ALT 3
ADDITIONAL COLORED CONCRETE
ADD ALT 4
INTERPRETIVE SIGNING
ADD ALT 11
SITE FURNITURE, ATLAS MILL FLY
WHEELS AND ENTRY MONUMENT

★
Add Alt 7
Irrg Pump Sta

★
Add Alt 12
West Log Boom

★
Add Alt 13
East Log Boom

★
Add Alt 5
ADA Kayak and Swim Access Trail

★
Add Alt 6
Board Safe Kayak
Launch

★
Add Alt 14
ADA Swim Access

★
Add Alt 10
Dog Park ADA Access and containment
docks/booms

Add Alt 8
Dog Park

Add Alt 9
Overlook

SELTICE WAY
(EASTBOUND)

WS

W Riverstone Dr

W Riverstone Dr

Nature Park

Mama Bear's
Crafting Company

John Loop

John Loop

John Loop

John Loop

Rd

City Direct Purchase Playground \$200,000



ignite CDA Project Funding		
Current ignite CDA Construction Funding		\$6,075,150
LaRiviere Project Expenses		
Base Bid		\$5,283,816
Add Alt 1 Steps/Seating to Water "Grotto"		\$71,000
Add Alt 2 Steps/Seating to Water "Inlet"		\$77,000
Add Alt 3 Add Colored Concrete		\$1,300
Add Alt 4 Interpretive Signage Bases		\$16,200
Add Alt 5 ADA Kayak Launch and Swim Access Trails		\$24,934
Add Alt 6 ADA Kayak Dock		\$78,000
Add Alt 8 Dog Park Upland Area		\$110,000
Add Alt 10 Water Dog Park ADA access & "containment" docks/log booms		\$110,000
Add Alt 11 "Furniture" Park Entry Sign Atlas Mill Fly Wheels, Benches, Trash Receptacles		\$41,940
Add Alt 14 ADA Swim Access		\$60,000
Total LaRiviere Project Cost		\$5,874,191
City Playground Equipment, Install and Fall Protection		\$200,000
Total Project Cost		\$6,074,191
Construction Contingency Budget	\$960	0.02%
Additional ignite CDA Funding Request		
		\$280,000
Construction Contingency Budget with Addition ignite funds	\$280,960	4.78%
Items not recommended for award at this time		
Add Alt 7 Irrigation Pump Station		\$150,000
Add Alt 9 Riverstone Overlook to Atlas		\$39,000
Add Alt 12 West Log Boom		\$108,404
Add Alt 13 East Log Boom		\$48,088
TOTAL		\$345,492

Thank you

RESOLUTION NO. 19-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH LARIVIERE, INC., FOR THE ATLAS WATERFRONT PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$5,874,190.10.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with LaRiviere, Inc., for the Atlas Waterfront Park Project pursuant to the terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such contract;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract for the Atlas Waterfront Park Project with LaRiviere, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contract on behalf of the City.

DATED this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CONTRACT

For
Atlas Waterfront Park

THIS CONTRACT, made and entered into this 15th day of October, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **LARIVIERE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 17564 N. Dylan Court, Rathdrum, ID 83858, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Atlas Waterfront Park** according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. 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 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.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not

exceed Five Million, Eight Hundred Seventy Four Thousand, One Hundred Ninety and 10/100 Dollars (\$5,874,190.10).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

CONTRACT MILESTONES: Shoreline work below the ordinary high water mark shall be January 15, 2020 or when water elevations are projects by Avista to meet or exceed elevation 2125 (NGVD 29) for more than seven (7) days. All other work shall be completed by July 31, 2020. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor 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.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda:
 - No. 1, dated September 10, 2019
 - No. 2, dated September 17, 2019
 - No. 3, dated September 20, 2019

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said **CITY**, the City Clerk has affixed the seal of said City hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE

**CONTRACTOR:
LARIVIERE, INC.**

Steve Widmeyer, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission expires: _____

~~~~~  
~~~~~

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary Public, personally appeared _____, known to me to be the _____, of _____, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission expires: _____

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

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

1. Compliance with Regulations

The contractor 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.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor 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.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor'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 contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor 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 contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS; That

(Name and Address of Contractor)

a _____ (Corp., Partnership, or Individual), hereinafter called PRINCIPAL and

(Name and Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, State of Idaho, hereinafter called the OWNER, in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for _____ PROJECT.

NOW THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guarantee period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER, all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

(PRINCIPAL Secretary)

(PRINCIPAL)

By: _____

Title: _____

(SEAL)

(Witness as to PRINCIPAL)

Address: _____

SURETY

(Attorney in Fact)

Address: _____

ATTEST:

(Witness to Surety)

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Idaho. The power of attorney for the individual signing on behalf of the SURETY must be attached in order for the bond to be valid.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS THE City of Coeur d'Alene, hereinafter designated the OWNER, has, on _____, _____, awarded to _____, hereinafter designated as the PRINCIPAL, a Contract for the construction of _____, and

WHEREAS said PRINCIPAL is required to furnish a bond in connection and with said Contract, providing that if said PRINCIPAL or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW THEREFORE WE, the PRINCIPAL, and _____ as Surety, are held and firmly bound unto the OWNER for the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL, its heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amount due the Unemployment Insurance Act with respect to such work or labor, and provide that persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon the same, or any person who supplies both work and materials thereto, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount herein-above set forth, and also pay in case suit is brought upon this, such reasonable attorney's fees to the OWNER as shall be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this Bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SIGNATURE OF PRINCIPAL/TITLE

SURETY

SIGNATURE OF SURETY

TITLE OF SIGNATORY

NOTICE OF AWARD

TO: LaRiviere, Inc.
17564 N. Dylan Court
Rathdrum, ID 83858

PROJECT DESCRIPTION: ATLAS WATERFRONT PARK

The OWNER has considered the negotiated Bid submitted by you for the described work in response to its contract negotiations authorized by Council on October 1, 2019 and negotiated bidding Information submitted by you on October 8, 2019.

You are hereby notified that your Bid has been accepted in the amount of \$5,874,190.10, for the following items:

Base Bid	\$5,283,816.10
Add Alternate No. 1 Grotto	\$ 71,000
Add Alternate No. 2 Inlet	\$ 77,000
Add Alternate No. 3 Add Colored Concrete	\$ 1,300
Add Alternate No. 4 Interpretive Signing	\$ 16,200
Add Alternate No. 5 ADA Kayak Launch Concrete and X-Shaped Trails	\$ 24,934
Add Alternate No. 6 Boardsafe Kayak Launch	\$ 78,000
Add Alternate No. 8 Dog Park	\$ 110,000
Add Alternate No. 10 Dog Park Docks, Log Boom and ADA Trail	\$ 110,000
Add Alternate No. 11 Furniture	\$ 41,940
Add Alternate No. 14 ADA Swim Area & Trail	\$ 60,000

You are required by the Contract Information to execute the Contract Agreement and furnish the required CONTRACTOR'S Performance Bond, Certificates of Insurance, and the Original plus 1 copy of the Public Works Contract Report within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and the Contractor in default and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

CITY OF COEUR D'ALENE

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Contractor: _____

This the _____ day of _____, _____

Signature: _____

Title: _____

Staff Report

Date: October 15, 2019

From: Troy Tymesen, City Administrator

Subject: IRONMAN contract for race years 2021, 2022 and 2023

Decision Point:

Should Council approve a new Host Venue Agreement with WORLD TRIATHALON CORPORATION, which includes the North Idaho Sports Commission as a new party?

History:

The relationship with IRONMAN and the City began in 2003. The most recent revision occurred in 2015 when the 70.3 Ironman was added. The proposed revisions to the attached IRONMAN Host Venue agreement are supported by the Downtown Association, the Chamber of Commerce, the Kroc Center, the Coeur d' Alene Resort, and Riverstone Development, LLC.

Financial Analysis:

The financial sponsorship fees are the responsibility of the North Idaho Sports Commission. The first year fee is \$125,000 and the two remaining years are \$65,000 each. The 140.6 IRONMAN would occur in 2021, the final two years are scheduled to be a 70.3. The City would maintain its previous level of support for all of the Ironman events. An estimate of City cost, based on past Ironman contests, would be approximately \$36,275 for the 140.6 Ironman and \$25,930 for the 70.3 Ironman.

Performance Analysis:

The modifications to the contract include: A new signatory, the North Idaho Sports Commission, as well as a 140.6 Ironman on the schedule.

Decision Point/Recommendation:

Council should approve a new Host Venue Agreement with World Triathlon Corporation, which includes the North Idaho Sports Commission as a new party/signatory.



October 09, 2019
City of Coeur d' Alene
Office of the Mayor
710 E. Mullan Ave
Coeur d' Alene, Idaho, 83814

Re: Ironman (Letter of Endorsement)

Dear Honorable Mayor Widmyer and City Council,

It is with great pleasure that I am notifying you of the Coeur d' Alene Downtown Association's decision to endorse the Half Ironman along with the Full Ironman every third year. As we have been hearing many differing views through the years, we wanted to get the pulse of downtown's input as they are clearly the most affected by both traffic and the routes selected.

Emily Boyd our Events coordinator placed a Survey online directed at downtown's retailers, to get their input on past Ironman's performance.

The results were clear from those that completed the online survey, results were received from 18 total retailers with a summary of results for your review and consideration.

- It was determined by 10 of the 18 retailers that they saw an increase in income during the event, 4 responded no increase in revenue, and 4 said it had no effect.
- When the question of route was discussed, 10 choose the route through the park and 5 selected the downtown route. 3 abstaining.
- The question of if we should have a Half Ironman, was a vote of 14 retailers for the Half Ironman, and 4 retailers voting no to the Half Ironman.
- When we asked if we should have a Full Ironman every third year, we had 14 yes votes, and 4 no votes.

The consensus of the downtown retailers is to continue with Ironman Events, with future routing through the Park, versus closing off traffic on Sherman Ave. This will hopefully have less impact on business traffic downtown, supporting more shopping and dining during events.

Please know you have our 100% support for these events, and just want you to let us know how we can help make these events as successful as possible, and the best in the circuit.

Very Warmest Regards,

The CDA Downtown Association

A handwritten signature in black ink, appearing to read "James [unclear]". The signature is written in a cursive style and is positioned below the typed name of the Downtown Association.

Riverstone Development, LLC

2187 N. Main St.
Coeur d'Alene, ID, 83814
208-664-9955
208-667-2176 Fax

September 30, 2019

To: The Coeur d'Alene City Council

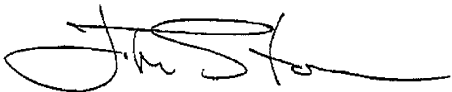
I am writing to express my excitement and support for the North Idaho Sports Commission's efforts to bring back the full Ironman event to Coeur d'Alene. I believe the three year rotation with a full Ironman race in 2021, and two half Ironman events in 2022 and 2023 will create a healthy and sustainable future for the event.

These events have a significant economic impact to the community that helps bolster the success of local businesses- both during the race week and also throughout the year. The community has felt the loss of this event in multiple ways and has missed the benefits that it provides.

In addition to the pure economic benefit, this race brings worldwide recognition and interest to Coeur d'Alene. Many out of town competitors and their families are so enamored with the region, they come back as tourists and sometimes even relocate here.

Finally, the "Ironman culture" is a positive, vibrant outlook on life that is welcome in our community. Many local residents and athletes devote themselves to health, fitness and community involvement as a direct result of having Coeur d'Alene be an Ironman town.

Thank you for your support of this great event.



John Stone



September 26, 2019

To: The Honorable Mayor and City Council

The Coeur d'Alene Resort supports North Idaho Sports Commissions efforts to continue bringing the Ironman events to Coeur d'Alene. These events while providing an immediate economic impact also have residual benefit from introducing the Coeur d'Alene lifestyle to the Ironman community. We have all heard stories of competitors discovering Coeur d'Alene and becoming residents.

Thank you for your past and continued support of this event.

Sincerely,

A handwritten signature in black ink, appearing to read "W. T. Reagan". The signature is fluid and cursive, with a long horizontal line extending to the right.

William T. Reagan
President

WTR:ma



THE SALVATION ARMY
KROC CENTER
COEUR D'ALENE, ID

The Salvation Army Ray & Joan Kroc
Corps Community Center

1765 W Golf Course Road
Coeur d'Alene, Idaho 83817
208.667.1868 Phone | 208.798.4100 Fax

www.kroccda.org

To Honorable Mayor Steve Widmyer

To Honorable City Council Members Ron Edinger, Dan English, Amy Evans, Dan Gookin, Woody McEvers,
Kiki Miller

The Coeur d'Alene Kroc Center fully supports the efforts of the North Idaho Sports Commission in their efforts to bring the full IronMan back to Coeur d'Alene.

As a wellness facility we have noticed the enthusiasm and encouragement this event brings to the members of our community and to our Kroc membership as they pursue their health and fitness goals.

The Kroc Center has appreciated a close collaboration with IronMan through the years. The Kroc has hosted the IronMan Pro Meet and Greet and welcomed IronMan staff during their stay. A significant number of our staff and members are involved in the event either as volunteers or participants.

Most significantly, the IronMan Foundation has been the major sponsor for The Kroc Center's Third Grade Swim program. Thanks to the grants from IronMan, the program has grown to include every third grade class in Kootenai County and we would welcome a return to such an impactful partnership.

Thank you in advance for your support of IronMan CdA 2021.

Sincerely

Kip Sharbono
Center Director
The Coeur d'Alene Kroc Center



Bachtel-Browning, Britt

From: Steve Wilson <Steve@cdachamber.com>
Sent: Tuesday, October 8, 2019 2:02 PM
To: Bachtel-Browning, Britt
Cc: TYMESEN, TROY
Subject: [External] Chamber support for Ironman

Britt;

Good afternoon. Per your request, the Exec Co of the Chamber has thoroughly discussed the support of the Sports commission in your endeavor to bring the Full Ironman back to CDA. Our delay in responding was driven by our desire to consider the wishes of the Downtown Associations' membership, as they are the businesses most directly affected by operations of this event. Having just learned of their support, and with the understanding that the CDA Chamber will not participate financially in this event, we encourage & support your efforts.

Stephen T. Wilson

President/CEO
Coeur d' Alene Chamber
208-415-0104

USE CAUTION - EXTERNAL SENDER

Do not click on links or open attachments that are not familiar.

For questions or concerns, please e-mail phishing@avistacorp.com



IRONMAN INFORMATION PACKET

FOR COEUR D'ALENE CITY COUNCIL MEETING 10/15/2019

ALL PHOTOS ARE
CREDITED TO
FINISHERPIX

Britt Bachtel-Browning, North Idaho Sports Commission
Troy Tymesen, City of Coeur d'Alene

CONTRACT HIGHLIGHTS

- Good faith negotiations between all parties, updated appropriate duties and roles
- Contracting parties- City of Coeur d' Alene, North Idaho Sports Commission (NISC) and World Triathlon Corporation (WTC)
- Reviewed and approved by City's Legal Department and Administrator, NISC counsel and WTC counsel
- Term: 3 years beginning in 2021 (Full Ironman), 2022 and 2023 (1/2 Ironman)
- Race dates: Sunday, June 27, 2021; Sunday June 26, 2022, Sunday June 25, 2023
- Course: current plan is to utilize the same course, however given Downtown Business Association's request, may consider slight alteration of finish line. Additionally, the Ironkids event may be held at Riverstone Park in future years
- Rotation with 2 other cities (St. George, Utah and another new Pacific Northwest venue yet to be announced)
- Funding- City is responsible for providing in kind services listed in Exhibit B of the Agreement (see Staff Report for details). Approximately \$35,000
- NISC responsible for Host Sponsorship Fee (\$125,000 for the Full Ironman and \$62,500 for the 1/2 Ironman), payments split between June and September to allow for any revenue dollars resulting from the race to be applied to the payment
- Sponsorship revenue share opportunity for NISC- 25% of any sponsorship that is referred to Ironman comes back locally
- WTC will donate \$15,000 annually to local non-profit organizations for event help

BENEFITS TO COMMUNITY

ECONOMIC

DIRECT POSITIVE FINANCIAL IMPACT TO THE CITY OF COEUR D'ALENE AND SURROUNDING KOOTENAI COUNTY. ADDITIONAL REVENUE TO THE BROADER REGION WITH ATHLETES ARRIVING AT SPOKANE AIRPORT AND RENTING CARS, AS WELL AS LODGING IN NEIGHBORING AREAS LIKE SPOKANE VALLEY AND LIBERTY LAKE

Short term- Ironman data shows approximately \$6 -\$7 million economic impact for Full Ironman races in the region over the course of the race week

Long term- small businesses benefit year-round from local athlete investments in sports, nutrition, and health related purchases. Also, notable are the increasing number of race clinics that are held in CDA for out of town participants throughout the year

DATA SHOWS THAT IRONMAN ATHLETES SPEND MONEY! IRONMAN DEMOGRAPHIC DATA LISTS THE AVERAGE HOUSEHOLD INCOME OF AN ATHLETE IS \$247,000, AND AN ATHLETE SPENDS \$7,000 - \$26,500 PER YEAR ON THEIR SPORT.

HEALTH

THE HEALTH BENEFITS OF LIVING AN ACTIVE LIFESTYLE ARE OBVIOUS, BUT IRONMAN ATHLETES TAKE THIS A STEP FURTHER WITH THEIR COMMITMENT TO TRAINING, HEALTHY EATING, AND MINIMIZING DISEASE CAUSING HABITS (SMOKING, DRUGS, DRINKING)

CREATING A HEALTH-FOCUSED CULTURE PRODUCES POSITIVE OUTCOMES FOR THE COMMUNITY

PROVIDES A GOOD EXAMPLE FOR LOCAL KIDS AROUND EXERCISE AND HELPS PREVENT CHILDHOOD OBESITY



BENEFITS TO COMMUNITY- CONTINUED

RECRUITMENT OF TALENTED WORKFORCE TO THE AREA- THERE ARE MANY EXAMPLES OF DOCTORS AND OTHER PROFESSIONALS WHO HAVE MOVED TO THE AREA AFTER COMPETING IN AN IRONMAN EVENT

REAL ESTATE SALES AND RENTAL ACTIVITY- ATHLETES AND THEIR FAMILIES HAVE RELOCATED TO THE AREA, OTHERS RENT PROPERTIES DURING RACE WEEK AND ON ADDITIONAL VISITS

BUILDS COEUR D'ALENE AS A WORLD CLASS LOCATION FOR OTHER HIGH VALUE EVENTS

PROVIDES GREAT EXAMPLES FOR OUR KIDS- SHOWING HOW HARD WORK AND DEDICATION CAN HELP THEM ACCOMPLISH BIG GOALS

GIVES LOCAL NON-PROFITS AN ANNUAL GRANT OF \$15,000 TO HELP THEM FULFILL THEIR MISSIONS

FUNDS AWARDED TO THE KROC CENTER DESIGNATED FOR THE THIRD GRADE SWIM PROGRAM HAVE IMPACTED THE GROWTH OF THE WATER SAFETY PROGRAM TO INCLUDE ALL KOOTENAI COUNTY THIRD GRADE CLASSES. IRONMAN GRANTS FUNDED TRANSPORTATION ASSISTANCE FOR SCHOOLS THAT WOULD NOT OTHERWISE BE ABLE TO PARTICIPATE.

PROVIDES AN OPPORTUNITY FOR FAMILIES AND THEIR CHILDREN TO PARTICIPATE IN THE ANNUAL IRONKIDS EVENT. IN 2019, OVER 569 CHILDREN COMPETED IN THE "DIAPER DASH, TODDLER TROT, AND ½ MILE AN 1 MILE RACE. ALL KIDS RECEIVED A MEDAL, GOT TO FINISH THROUGH THE FAMOUS ARCH, AND WERE TREATED TO A PANCAKE FEED HOSTED BY THE CDA TRIATHLON TEAM.

COMMUNITY PRIDE! WE ARE PROUD TO SHOW OFF OUR INCREDIBLE CITY



HOW WE GOT HERE

- From 2013-2017 the full Ironman race occurred in CDA in late June. Participation numbers were strong, averaging 2,500 to 3,000 athletes. The rights fee was \$75,000 for all 4 years.
- In June of 2015, the previous agreement was terminated and replaced with a 4 year contract beginning in 2016 that added the 1/2 Ironman in June and moved the full Ironman to August (Incidentally, WTC was purchased by Dalian Wanda in 2015).
- In June of 2017 the City Council voted to amend the previous contract to eliminate the Full Ironman after 2017 and continue the 1/2 Ironman until June, 2020.
- The SAVEIMCDA committee was immediately formed and began to meet monthly to understand the factors of why the race was eliminated, and to brainstorm on how to bring the event back in a way that satisfied Ironman and the CDA community. This committee joined forces with the North Idaho Sports Commission, which was already an established 501(c)(4) organization.
- The NISC and the City continued to build new relationships with Ironman, and sent a passionate letter to Ironman's CEO in November of 2017. Ironman leadership responded and later that year, NISC's representative was invited to meet with the VP of Global Operations of Ironman in Tampa, Florida. As the relationship continued to grow, the committee began to work with Dave Christen, Ironman's Regional Director and Zach Ukich, the local Race Director to continue efforts to bring back the full Ironman.
- The team met with Ironman staff in early 2019, where Ironman officially shared their mutual desire to continue Ironman events in CDA, with a proposed rotational plan that included bring back the Full Ironman in 2021. The parties then began to work on contract negotiations.
- NISC began to gather support for the effort- working with the Spokane Sports Commission and local businesses to identify potential funding and in kind service support. SAVEIMCDA continued to gather the interest and support of interested athletes through its Facebook page.
- Most recently, NISC received letters of support from The Coeur d'Alene Resort, The Kroc Center, Riverstone Properties, LLC, The Downtown Business Association, and email support from the Chamber of Commerce.

THE PAST. WHAT HAPPENED?

- Declining registrations began in 2015 for the Full Ironman
- Added the 1/2 Ironman in June, moved the Full Ironman to August
- Volunteer/community burnout with 2 big races in the summer
- Lack of small business involvement and inclusion
- When surveyed by Ironman about returning to CDA, most out of town athletes said they loved CDA but would like to go somewhere else for their next race
- Moving the Full Ironman to an August date was not positive- smoke, late in the season, pro's don't want to race that late because the World Championships are in early October, local businesses already busy at that time so don't have as much interest



THE FUTURE. WHAT IS NEW?

- The rotation model will provide the best of all worlds
 - Only having the Full Ironman every 3 years will create demand
 - Maintaining the 1/2 Ironman provides the opportunity for athletes who prefer this distance, plus creates a pathway for future Full Ironmen/Women
 - Going back to one race per year reduces the community fatigue around road closures, volunteer coordination
- Going back to the June date provides a multitude of benefits
 - Better weather (most of the time)
 - More daylight
 - Less risk of smoke than current trend in late August
 - Businesses like the activity in late June, in August they are generally booked and busy anyway
 - Will always attract a professional athlete field because of earlier date (Pro's want to qualify early for Kona in October)
 - City labor resources are not generally in overtime status earlier in the year
- Ironman has a regional focus now, not all Tampa based. Emphasis on maintaining year round relationships with its host cities
- NISC is energetic and positioned to provide governance to the event, ensuring that the City's resources and community are well protected. NISC will be the local liaison between Ironman, the City and businesses and make sure that honest and transparent feedback is facilitated. If something is not working on either side, NISC will work with the parties to help fix the problem
- Will focus on making the event benefit the whole community, not just athletes
 - Engage local businesses- include downtown, Riverstone, East Sherman, 4th Street
 - Utilize sponsorship revenue share to bring money back to the community
 - Brainstorm on ideas to create community action during the event that gives back to local charity needs (e.g. facilitate some activity from athletes and their families such as community clean-up, Habitat for Humanity labor, assembling backpacks for low-income children)

WHAT IS NEXT? (IF THE CONTRACT IS APPROVED)

- First- let's celebrate! Formal announcement and Community celebration October 27 in conjunction with Fall Fest
- Start promoting the 2021 event with the goal to SELL OUT! Penticton did...
- Work on getting local businesses referred to Ironman who want to be sponsors of the event (25% comes back to the NISC and the community)
- Make the 2020 Half Ironman successful! Pasta feed, band, pro meet and greet, charitable cause
- Get local businesses engaged in the Ironman village as exhibitors
- Help support businesses to obtain benefit during race week with promotions, coupons, etc.
- Plan Ironkids event in Riverstone to diversify the footprint
- Work with Ironman on local lodging website, both hotel and VRBO



REMEMBER...ANYTHING IS POSSIBLE!!!



RESOLUTION NO. 19-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A HOST VENUE AGREEMENT WITH THE WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR IRONMAN®-BRANDED TRIATHLON EVENTS IN 2021, 2022, AND 2023.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with the World Triathlon Corporation and the North Idaho Sports Commission to host Ironman®-branded triathalons pursuant to the terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement to host Ironman®-branded triathalons in 2021, 2022, and 2023, with the World Triathlon Corporation and the North Idaho Sports Commission, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.



HOST VENUE AGREEMENT

Coeur d'Alene, Idaho (2021-2023)

This Host Venue Agreement (this "Agreement") is made as of October __, 2019 (the "Effective Date") by and among **WORLD TRIATHLON CORPORATION**, a Florida corporation having its principal business address at 3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, Florida 33607 ("WTC"), the **CITY OF COEUR d'ALENE**, a body corporate and political subdivision of the State of Idaho, with its office located at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, (the "City"), and the **NORTH IDAHO SPORTS COMMISSION**, with its address at P.O. Box 391, Coeur d'Alene, Idaho 83816, (the "NISC") and, together with the City, the "Host"). (WTC, the City, and the NISC are sometimes referred to herein individually as a "Party" and collectively as the "Parties".)

RECITALS

- A. WTC and its subsidiaries own and operate a global portfolio of IRONMAN[®] and IRONMAN[®] 70.3[®]-branded triathlon events.
- B. Subject to the terms of this Agreement, Host desires to have WTC conduct in and around the Venue (as defined below), and WTC desires to conduct in and around the Venue, an IRONMAN[®]-branded triathlon race in 2021 and an IRONMAN[®] 70.3[®]-branded triathlon race in years 2022 and 2023.
- C. In consideration of WTC selecting the Venue as the site for the Events (as defined below), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined herein) and to make certain payments, and grant certain rights, to WTC.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Certain Definitions.

As used herein:

- (a) "Events" means, as applicable for each Race Year (as defined below), a 140.6 Event or a 70.3 Event (each, an "Event").
 - (i) "140.6 Event" means a multiple-day event at the Venue that includes, without limitation, the 140.6 Race (as defined below), the Expo (as defined in Exhibit F), athlete check-in, transition areas, awards ceremony, and press conference, and certain administrative, operational, and marketing functions related thereto.
 - (ii) "70.3 Event" means a multiple-day event at the Venue that includes, without limitation, the 70.3 Race (as defined below), the Expo, athlete check-in, transition areas, awards ceremony, and press conference, and certain administrative, operational, and marketing functions related thereto.
- (b) "Races" means, as applicable for each Race Year, a 140.6 Race or a 70.3 Race (each, a "Race").
 - (i) "140.6 Race" means an IRONMAN[®]-branded triathlon (comprising an approximately 2.4-mile swim, 112-mile bicycle ride, and 26.2-mile run) at the Venue.



- (ii) “70.3 Race” means an IRONMAN 70.3®-branded triathlon (comprising an approximately 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) at the Venue.
- (c) “Race Years” means 2021, 2022, and 2023 (each, a “Race Year”).
- (d) “Venue” means in and around Coeur d’Alene, Idaho.

2. **The Events.** Subject to the terms of this Agreement:

- (a) With respect to the 2021 Race Year, Host authorizes WTC to prepare and conduct, subject to the terms of this Agreement, a 140.6 Event. With respect to the 2022 Race Year and the 2023 Race Year, Host authorizes WTC to prepare and conduct, subject to the terms of this Agreement, a 70.3 Event.
- (b) WTC agrees to conduct each such Event, subject to the terms of this Agreement. WTC is and will be the owner of each Event and nothing herein constitutes a license from WTC to Host or any third party to establish or operate any Event or Race, or any other event or race.
- (c) The Parties anticipate that each Race will be in accordance with the following schedule, provided, however, that prior to January 30 of each Race Year, WTC shall confirm with Host the actual dates of that year’s Races (and any subsequent change to such dates will be by mutual agreement of the Parties):

IRONMAN <u>70.3</u> Coeur d’Alene	
Race Year	70.3 Race Date
2022	Sunday, June 26 th
2023	Sunday, June 25 th

IRONMAN Coeur d’Alene	
Race Year	140.6 Race Date
2021	Sunday, June 27 th

- (d) Certain eligible top finishers at each 70.3 Race will, in WTC’s sole discretion, be awarded qualifying slots for the IRONMAN 70.3® World Championship. Certain eligible top finishers at each 140.6 Race will, in WTC’s sole discretion, be awarded qualifying slots for the IRONMAN World Championship. With respect to each Race, the number and allocation of such slots will be determined by WTC in its sole discretion.

3. **Term.** This Agreement is effective for all purposes beginning on the Effective Date and shall automatically terminate sixty (60) days after the final Event in the final Race Year (“Term”), unless sooner terminated in accordance with the terms of this Agreement. If the Agreement is terminated in accordance with this Agreement prior to the expiration of the Term, the Parties shall perform their respective obligations that have accrued through and including the date of such termination.

4. **Host Support Services.**

- (a) Host shall timely provide to WTC, or for WTC’s benefit, the services, equipment, value in-kind, and personnel set forth in Exhibit B (the “Host Support Services”) for each Event. The Parties acknowledge that, as indicated in Exhibit B, certain of the Host Support Services will be provided by the City (and not by the NISC) and certain other of the Host Support Services will be provided by the NISC (and not by the City). Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host’s own cost.
- (b) To the extent Host does not timely provide any portion of the services, equipment, or items that are Host Support Services, Host shall, within 10 days after the applicable Event, reimburse WTC to the



extent WTC incurs, or will incur, any costs, expenses, or fees to obtain or provide such Host Support Services.

- (c) The Host Support Services may be modified, changed, or otherwise altered from time to time by mutual agreement. WTC shall, within a reasonable time prior to the applicable Event, provide written notice to Host regarding any such proposed alterations.

5. **Financial Matters**

- (a) Sponsorship Fees. The NISC shall pay (and the City shall not be responsible for paying) annual host sponsorship fees (each, a “Host Sponsorship Fee”) to WTC, in immediately available funds, in accordance with the following payment schedule and the wire transfer instructions in Exhibit A:

Race Year	Annual Amount Due (\$USD)	Installment Payment Amount	Due Date
2021	\$125,000.00	\$62,500.00	June 1, 2021
		\$62,500.00	September 1, 2021
2022	\$65,000.00	\$32,500.00	June 1, 2022
		\$32,500.00	September 1, 2022
2023	\$65,000.00	\$32,500.00	June 1, 2023
		\$32,500.00	September 1, 2023

- (b) Late Payment. If any amount due to WTC under this Agreement is more than 30 days past due, interest will accrue on the past-due amount at the rate that is the lesser of (i) 12% per annum and (ii) the highest rate permitted by applicable law.

- (c) Sponsorship & Expo Vendor Referrals; Revenue Share.

- (i) Sponsorship & Expo Vendor Referrals. Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event (or WTC or its brands, or any other WTC-related events) to any third parties. With respect to each Event, NISC shall have the right to refer to WTC reputable third-party Event-specific sponsors and Expo vendors (collectively, “NISC-Referred Third-Party Sponsorships”), provided, however, that:

- (A) NISC shall focus on referring sponsors/Expo vendors that are (1) local, statewide, and regional companies and organizations and (2) in categories that are not endemic to triathlon or sports;
- (B) NISC shall not refer sponsors/Expo vendors to WTC if such sponsors/Expo vendors sell products and/or services that fall within any of the categories set forth in Exhibit F (collectively, the “Restricted Sponsorship Categories”). If NISC refers to WTC a sponsor/Expo vendor that falls within any of the Restricted Sponsorship Categories then NISC will not receive the NISC Revenue Share (as defined below) with respect to such sponsor/Expo vendor. Due to occasional



changes to the Restricted Sponsorship Categories, WTC reserves the right to update the Restricted Sponsorship Categories, at any time and from time to time. Upon NISC's request, WTC shall provide to NISC the then-applicable list of Restricted Sponsorship Categories;

- (C) NISC shall not communicate any Event sponsorship or Expo vendor opportunity to any potential sponsor or vendor unless such specific sponsor/Expo vendor has been pre-approved in writing by WTC;
- (D) WTC reserves the right, in WTC's sole and absolute discretion, to reject any proposed sponsorship, sponsor, or Expo vendor including, without limitation, those referred by NISC; and
- (E) Host shall exercise good faith, based on actual knowledge, to notify WTC when third parties purport to be a sponsor or Expo vendor of the Event without being a party to a Sponsorship and/or Expo Vendor Agreement (as defined below). Neither NISC nor City has the authority to legally bind WTC, and neither shall represent to any third party that it has such authority. No NISC-Referred Third-Party Sponsorship will be valid unless in a written agreement signed by both WTC and the sponsor/Expo vendor party (a "Sponsorship and/or Expo Vendor Agreement").

(ii) NISC Revenue Share. If, during the period between the Effective Date and the final Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to any Event) with a third-party sponsor or Expo vendor for a NISC-Referred Third-Party Sponsorship where such sponsor or Expo vendor was referred to WTC by NISC and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to NISC an amount equal to **twenty-five percent (25%)** of the Net Proceeds (as defined below) (such portion of the Net Proceeds is referred to herein as the "NISC Revenue Share").

- (A) "Net Proceeds" means, net of applicable taxes, ninety percent (90%) of the total cash actually received and retained by WTC from the applicable NISC-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC's expected costs to activate and implement the benefits for such NISC-Referred Third-Party Sponsorship.
- (B) Based Only on Cash Proceeds. For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and Expo fees from the NISC-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may otherwise be approved in writing by WTC in each instance.
- (C) Origination. NISC will be deemed to have referred an Event-specific sponsor or Expo vendor to WTC if, in good faith, NISC provides such sponsor/Expo vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by NISC, WTC is neither doing business nor has any contract with such sponsor/Expo vendor (or any of its subsidiaries or affiliates), nor communicated, during the then prior 24-month period, with such sponsor/Expo vendor (or any of its subsidiaries or affiliates) regarding the possibility of doing business or entering into any contract with WTC (or any of its subsidiaries or affiliates).



- (D) *Other Events.* For avoidance of doubt: NISC has no right to receive the NISC Revenue Share (or any other commission or fee) in connection with any event(s) other than the Events (e.g., IRONMAN Florida, IRONMAN 70.3 Augusta, etc.), regardless of whether NISC referred to WTC a third-party sponsor/Expo vendor for such other event(s).

6. **WTC Obligations.**

For each Event, WTC shall fulfill the specific obligations as described in Exhibit C.

7. **Exclusivity.**

- (a) During the Exclusivity Period (as defined in subsection (b) below), Host shall not produce, promote, advertise, conduct, host, permit, or contract or partner with any person or entity except WTC for, or in connection with, any other triathlon event that features any race distance longer than that of an Olympic/International distance triathlon (as defined by the International Triathlon Union); provided, however, that nothing herein shall prohibit the annual “Coeur d’Alene Triathlon & Duathlon” (the “CDA Tri/Du”) from taking place so long as the CDA Tri/Du:
 - (i) Is an Olympic/International distance triathlon;
 - (ii) Occurs at least 14 days before or 14 days after any Event; and
 - (iii) Is not produced or operated by, licensed from or to, or otherwise associated with, Life Time Fitness, Rev 3, Challenge Americas or Challenge Family Triathlon, HITS Triathlon Series, International Triathlon Union (ITU), or any other competitor of WTC (or any affiliate or successor of any such competitor entity).
- (b) “Exclusivity Period” means the Term and, as the case may be, either:
 - (i) the 6-month period following termination of this Agreement, if this Agreement is terminated by Host under the terms of Section 16(a)(i); or
 - (ii) the 18-month period following expiration or termination of this Agreement, if (A) the Term expires, (B) this Agreement is terminated by WTC under the terms of Section 16(a)(ii), or (C) this Agreement is terminated by WTC or Host for any other reason in accordance with the terms of this Agreement.
- (c) During each Event weekend, neither the City nor the NISC may produce, conduct, host, or permit any other event, that would interfere with the Event, that takes places anywhere in the Venue.
- (d) Except with respect to promotion of the CDA Tri/Du, Host shall ensure that no marketing, promotion, banner, reference, or the like of any third party in direct competition with WTC, either Event, or any sponsor of either Event, appears anywhere on the City’s website or the NISC’s website homepage.

8. **Media; Broadcasts; Use of Photos/Videos.**

- (a) Subject to subsection (b) below, WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming and photography, all of which is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or displayed without the written permission of WTC. WTC may, at its sole discretion, award any or all of these rights to third parties or to the Host.



- (b) During the Term, Host shall have a limited, non-transferable, non-sublicensable, non-exclusive license (the “Media License”) to use those certain photographs and video clips related to the Event that WTC provides to Host (the “WTC Media”), provided that:
 - (i) Such use is solely for purposes of promotion of the Event, which promotion may be in conjunction with the promotion by Host of tourism to the City;
 - (ii) Such use complies fully with all guidelines of WTC’s Media and Television departments, which guidelines may change from time to time;
 - (iii) In no event may Host use any WTC Media on any merchandise, products, or services; and
 - (iv) All WTC Media are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Media shall enure solely to the benefit of WTC.

9. **Ambush Marketing.**

- (a) “Ambush Marketing” means marketing by a non-sponsor of any Event intending to exploit or ‘free-ride’ on the goodwill of the Event and/or gain market exposure by way of intrusive and/or associative marketing practices at or in connection with the Event.
- (b) NISC shall not cause, engage in, or permit any form of Ambush Marketing, and NISC shall use best efforts to prevent and stop Ambush Marketing at, near, or in connection with the Event, on property that either the City or the NISC owns or controls, including without limitation by using best efforts to:
 - (i) Cause its employees and agents to promptly report to WTC any activity reasonably appearing to be Ambush Marketing.
 - (ii) Ensure, to the extent permitted by law, for 30 days prior to and during the Event, that city property designated for use by the Event and any other key advertising locations under the City’s control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC;
 - (iii) Prevent, cure, and remedy, to the extent permitted by law, the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC; and
 - (iv) To the extent permitted by law, cause all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated within a reasonable time by law enforcement personnel; and
 - (v) Cooperate with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

10. **Announcements and Promotions by Host.**

- (a) Subject to the terms of this Agreement, Host shall provide promotional assistance, with respect to each Event, as described in Exhibit B.
- (b) Host shall not make any announcement (whether in writing, orally, via the Internet, or otherwise) of the Event without the prior written consent of WTC (solely with respect to the content of each such announcement), which consent will not be unreasonably withheld. Notwithstanding the above,



Host may request pre-approved generic language from WTC, that may be used for ongoing communications.

- (c) Host, on its website, shall reference the Event and the fact that Host is hosting the Event.
- (d) Host shall not use the Event, or any marketing opportunity related thereto or arising out of the Event, for any purpose other than to promote the Venue and the Event in a positive light.
- (e) To the extent allowed by law, Host shall not permit any political statements, propaganda, or the like to be associated with, whether directly or indirectly, the Event or any marketing or promotion in connection with the Event.
- (f) Host shall acknowledge in writing on its advertising and/or marketing materials (in connection with the Event) the existence of this Agreement by use of the following language:

IRONMAN® COEUR d'ALENE and IRONMAN 70.3® COEUR d'ALENE are World Triathlon Corporation events. IRONMAN®, 70.3®, and M-DOT® are registered trademarks of World Triathlon Corporation and are used here by permission.

11. **Other Covenants of Host.** During the Term:

- (a) **Compliance with Law.** Host shall comply with all applicable laws, rules, and regulations with regard to its obligations under this Agreement.
- (b) **Operational Control.** In order to ensure proper and timely implementation of each Event, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions from WTC or any other person designated by WTC regarding Event-related operational or technical issues, except to the extent that (i) police personnel require otherwise or (ii) Host reasonably believes that following WTC's instructions would likely cause undue risk to the physical safety of any person(s).
- (c) **Intellectual Property of WTC.** Host shall not infringe any intellectual property rights of WTC, including without limitation the IRONMAN mark and the design mark known as "M-DOT". Host shall use best efforts to notify WTC, within a reasonable amount of time, of any likely misuse or infringement by any person or entity of any of the Event Logos or any other intellectual property of WTC.
- (d) **Information Updates.** Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.
- (e) **Annual Post-Event Meetings.** Within a reasonable time following the Event each Race Year, Host shall meet with WTC to "debrief" regarding such year's Event, discuss the next year's plans, and review Event details and goals.

12. **Representations and Warranties.** Each Party represents and warrants that:

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein.
- (b) This Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.



- (c) Neither the execution, delivery, nor performance of this Agreement by such Party violates or will violate or cause a breach of any other agreements or obligations to which such Party is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by such Party.

13. **License and Use of WTC Event Logos.**

- (a) WTC provides Host with the limited, non-assignable, non-transferable, non-exclusive license to use the Event Logo, as defined in Exhibit D, in all reasonable forms of advertising and marketing, subject in each instance to WTC's prior written approval. In using the Event Logo, Host shall comply with the Trademark Standards & Usage Guidelines set forth in Exhibit D. The license granted herein shall be only for the Term.
- (b) Host may use the Event Logos only in connection with advertising and/or marketing materials relating to each Event during the Term, and may not utilize any of the Event Logos on any advertising, website, press releases, programs, marketing materials, products, merchandise, souvenirs, or other items unless pre-approved by WTC in writing, which approval may be granted or denied at WTC's sole and absolute discretion.
- (c) Host shall not authorize or license any third party to manufacture, sell, affix, or use any of the Event Logos on any product, merchandise, souvenirs, or other items.
- (d) Host acknowledges that WTC is the owner of all Event Logos, and Host shall not register any of the Event Logos, any service mark, trademark or domain name that is similar in any manner to, or that incorporates, any of the Event Logos, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON."
- (e) Any and all rights under the Event Logos, copyrights, or other intellectual property of WTC used in connection with this Agreement or any Event shall enure solely to the benefit of WTC.

14. **Indemnification: General Limitation of Liability.**

- (a) WTC will indemnify, protect, defend and hold harmless Host, its subsidiaries, and affiliates, and each of its directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by WTC or any representation or warranty made by WTC herein; and (ii) any act or omission to act by WTC, or any of its employees, servants, volunteers, or agents.
- (b) To the extent not prohibited by law, Host will indemnify, protect, defend and hold harmless WTC, is parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by Host or any representation or warranty made by Host; or (ii) any act or omission to act by Host, or any of its employees, servants, volunteers, or agents.
- (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: EACH PARTY'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND FOR ANY OTHER CLAIM, SHALL BE LIMITED TO \$500,000.00. THE



LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH A PARTY MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

- (d) This Section 14 shall survive the expiration or earlier termination of this Agreement for any reason.

15. **Insurance.**

- (a) WTC shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than one million dollars (\$1,000,000.00 USD) per occurrence for any one incident or accident, and three million dollars (\$3,000,000.00 USD) aggregate.
- (b) NISC shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than one million dollars (\$1,000,000.00 USD) per occurrence for any one incident or accident, and three million dollars (\$3,000,000.00 USD) aggregate.
- (c) City shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than five hundred thousand dollars (\$500,000.00 USD) per occurrence for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. WTC acknowledges that the City may self-insure against the risks and other insurable matters referenced in this Section.
- (d) The Parties agree to have each other Party named as an additional insured in connection with each Event. Certificates (or, if self-insuring, official letters) evidencing the foregoing required insurance must be provided, upon request, to each other Party. If WTC so requests, Host shall send a copy of the applicable certificate (or, as applicable, letter) to insurance@ironman.com.

16. **Default and Remedy; Termination.**

- (a) General. Subject to Sections 16(b) and 16(c):
 - (i) If WTC breaches a material provision of this Agreement, Host may terminate this Agreement upon thirty (30) days' written notice to WTC (which notice shall include a description of such breach) provided that, during such thirty (30) day period following receipt of such notice, WTC fails to cure such breach.
 - (ii) If either the City or the NISC breaches a material provision of this Agreement, WTC



may terminate this Agreement upon thirty (30) days' written notice to Host (which notice shall include a description of such breach), provided that, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

- (b) WTC's Other Termination Rights. Notwithstanding anything to the contrary herein, WTC shall have the right to immediately terminate this Agreement:
 - (i) for any reason or no reason, if WTC gives written notice to Host during the 90-day period following the end of any Event;
 - (ii) at any time if, after consulting with Host, WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC, whether due to: (A) failure to timely obtain any of the permits or third-party approvals for the Event or any aspect thereof; (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors, if such condition likely cannot be remedied prior to the Event at no cost to WTC; or
 - (iii) if Host files, or has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.
- (c) Host's Other Termination Rights. Notwithstanding anything to the contrary herein, Host shall have the right to terminate this Agreement, for any reason or no reason, if Host gives written notice to WTC, in which case the termination will become effective 26 months after such written notice is received by WTC.
- (d) Effects of Termination.
 - (i) Expiration or termination of this Agreement for any reason will not relieve any Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination, including the payment by WTC to NISC of any NISC Revenue Share earned prior to the date of termination.
 - (ii) If this Agreement is terminated by WTC under the terms of Section 16(a) or Section 16(b)(iii) all unpaid Host Sponsorship Fee amounts with respect to the Race Year in which the termination occurred shall be immediately due and payable to WTC.
 - (iii) Except as may be provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

17. Confidentiality.

- (a) During the term of this Agreement, except for disclosure required by law, or articles of incorporation or bylaws if in the case of NISC, each Party (the "Receiving Party") shall keep confidential, and other than as provided herein, shall not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents or materials, owned, developed or possessed by any other Party, whether in tangible or intangible form. The Receiving Party shall use best efforts to prevent the unauthorized use and disclosure of such information, and to prevent unauthorized persons or entities from obtaining or using such information. The Receiving Party further agrees to refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of



such information. The Receiving Party may disclose such information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder. The Receiving Party shall be liable for any unauthorized use and disclosure of such information by any of its officers or employees. Should the Receiving Party be required to disclose such information in order to comply with applicable governmental laws, regulations, or a court order, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and, with respect to any court or state or federal governmental agency order (a “Disclosure Order”), each of the Parties shall use its reasonable efforts to (i) secure confidential treatment (whether through protective orders or otherwise) of the information to be disclosed pursuant to such Disclosure Order and (ii) ensure that only the minimum amount of information necessary to comply with such Disclosure Order is disclosed.

- (b) Notwithstanding the foregoing, the provisions of subsection (a) above shall not apply to knowledge, information, documents or materials for which the Receiving Party can conclusively establish: (i) have entered the public domain without Receiving Party’s breach of any obligation owed to the disclosing Party; (ii) have become known to the Receiving Party prior to the disclosing Party’s disclosure of such information to such Receiving Party; (iii) are permitted to be disclosed by the prior written consent of the disclosing Party; (iv) have become known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) are independently developed by the Receiving Party without breach of this agreement.

18. **Information.** Host agrees to communicate to WTC all information obtained in the course of performing the Host Support Services and further agrees that all information related to the business of the Race shall be confidential, except to the extent public disclosure is required by applicable law.

19. **Assignment; Binding Effect.** This Agreement may not be assigned or transferred by any Party without the prior written consent of each other Party, except that WTC may freely assign its rights and delegate its obligations hereunder to (a) any of its subsidiaries or affiliates, (b) any purchaser of substantially all of its assets, (c) any successor by reason of merger, reorganization, change of control, or operation of law, or (d) any third-party with which WTC enters into a written event license agreement under the terms of which agreement such third-party licensee would operate, organize, promote, and conduct the Event. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties, their successors, and permitted assigns. Subject to the immediately preceding sentence, the Parties do not intend that there be any third-party beneficiaries of or in connection with this Agreement. Except to the extent an obligation hereunder is expressly stated to be specifically the obligation of either the City or the NISC, each of Host’s obligations hereunder are joint and several obligations of each of the City and the NISC.

20. **Relationship of the Parties.** The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit any other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker’s compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

21. **Jurisdiction and Dispute Resolution.**

- (a) **Governing Law.** Notwithstanding the place where this Agreement may be executed by any Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Idaho, United States of America, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either a state court, or (if has or can obtain jurisdiction) a federal court, located in Idaho (each, an “Idaho Court”).



- (b) Mediation. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information (a “Dispute”) arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement (including without limitation regarding issues of jurisdiction, the existence, scope, validity, performance, interpretation, termination, as well as entitlement to and amount of attorneys’ fees and costs to the prevailing Party) and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association (“AAA”) under its then current Commercial Mediation Rules before resorting to arbitration or litigation. An AAA mediator, acceptable to the Parties and knowledgeable in the field of commercial matters, shall conduct the mediation. The mediation shall take place in Coeur d’Alene, Idaho or Spokane, Washington. Each Party shall bear its own costs with respect to such mediation, except that any fees charged by such mediator or AAA in connection with such mediation shall be allocated as set forth below.
- (c) Arbitration. Any Dispute that cannot be settled through negotiation or mediation as set forth above shall be referred to a sole arbitrator selected by the Parties within thirty (30) days after the mediation, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Idaho Arbitration Code. The venue of any such arbitration shall be solely in Coeur d’Alene Idaho or Spokane, Washington. Judgment on the award rendered by the arbitrator may be entered solely in any court of competent jurisdiction. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.
- (d) Enforcement. Other than the costs and expenses of mediation, if any Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from each other Party reasonable attorneys’ fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.
- (e) Mediation/Arbitration Charges. Each Party shall initially bear an equal share of the mediator’s and arbitrator’s compensation and administrative charges of the mediation or arbitration and shall make deposits with the American Arbitration Association of its share of the amounts requested by the American Arbitration Association. Failure or refusal by a Party to timely pay its share of the deposits for the mediator or arbitrator(s)’ compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the mediator or arbitrator of a Party’s failure to pay its share of the deposits for the mediator’s or arbitrator’s compensation and administrative charges for the purpose of implementing this provision shall not be deemed to affect the mediator’s or arbitrator(s)’ impartiality or ability to proceed with the mediation or arbitration.
- (f) General. The requirement for mediation and arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of mediation and arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect to the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in a State or Federal Court for Idaho. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to mediate and arbitrate.



22. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies the Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by a Party shall not preclude or waive its right to any or all other rights or remedies.

23. **Force Majeure.** In the event any Party is prevented from performing any of the obligations or duties required under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, epidemic, acts of nature, war or other hostilities, strike, terrorism, civil commotion, domestic or foreign governmental acts, orders or regulations ("**Force Majeure Event**"), then within five (5) days after the occurrence of a Force Majeure Event, the affected Party shall deliver written notice to each other Party describing the event in reasonably sufficient detail and how the event has precluded the Party from performing its obligations hereunder. The obligations or duties of the Party that are affected by the Force Majeure Event shall be temporarily suspended during the period of such Force Majeure Event, and for a reasonable time thereafter as may be required for that Party to return to normal business operations. If, due to a Force Majeure Event, the Event is canceled and cannot reasonably be rescheduled or relocated within the Venue, no Party shall be deemed to be in breach of this Agreement solely because of such cancellation. In the case of cancellation due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule the Event if practicable. If the Event is rescheduled and/or relocated within the Venue, no Party is relieved of its obligations as set forth in this Agreement. For purposes of this Agreement, the cancellation by WTC of any leg of either Race (e.g., the swim leg) will not be deemed to be a cancellation of the Event.

24. **Notices.**

- (a) All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by facsimile (with facsimile transmission receipt), e-mailed (with electronic read receipt for delivery proof), hand delivered, by certified or registered mail, or by overnight delivery service:

If to City:

CITY OF COEUR D' ALENE

710 Mullan Avenue
Coeur d' Alene, ID 83814
Attention: City Clerk
E-mail: cityclerk@cdaid.org

(Or to such other person or address as City furnishes to WTC in writing in accordance with this Section)

If to NISC:

NORTH IDAHO SPORTS COMMISSION

PO Box 391,
Coeur d'Alene, Idaho 83816
Attention: Cynthia Rozyla, President
E-mail: nisportscommission@gmail.com

(Or to such other person or address as NISC furnishes to WTC in writing in accordance with this Section)

With a copy to: britt@nisportscommission.org

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd.



Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@Ironman.com

(Or to such other person or address as WTC furnishes to Host in writing in accordance with this Section)

- (b) Delivery under subsection (a) above shall be effective upon actual receipt by the Party or upon such Party's refusal to accept delivery.

25. **Waiver of Rights.** If a Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. Any waiver of, or the failure of a Party to exercise, any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. Any waiver must be in a writing signed by the waiving Party.

26. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument. Neither this Agreement nor any provision herein shall be construed in favor or against any Party based on which Party drafted this Agreement or such provision. Electronically-transmitted copies of this Agreement or any signature pages hereto will be deemed to be originals.

27. **No Oral Modifications.** No modifications to this Agreement shall be binding upon the Parties unless modified, amended, cancelled, renewed or extended in a writing signed by all Parties.

28. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the Parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

[The Agreement continues on the following page, which is the signature page.]

HOST VENUE AGREEMENT



The Parties have executed and delivered this Agreement as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO
Date: _____, 2019

CITY:

CITY OF COEUR d' ALENE

By: _____
Name: Steve Widmyer, Mayor
Title:
Date: _____, 2019

NISC:

NORTH IDAHO SPORTS COMMISSION

By: _____
Name: CYNTHIA ROZYLA
Title: PRESIDENT
Date: _____, 2019

ATTEST:

Renata McLeod, City Clerk

[SIGNATURE PAGE TO HOST VENUE AGREEMENT (2021-2023)]



EXHIBIT A

Wire Transfer Instructions

Host shall make all payments to WTC by wire transfer in accordance with the following:

Bank Wire Transfer to:

Bank Name	Bank of America, N.A.
Bank Address	100 33rd Street West, New York, New York
Routing Number	026009593
ACH	063100277
Account Number	898052297785
Account Name	World Triathlon Corporation

* * * * *



EXHIBIT B

Host Support Services

1. Facilities

During the period beginning at least 14 days prior to Race day and ending on the Tuesday after Race day, the City shall assist WTC and its designees with Event setup, operation, and tear-down at the facilities in and around Coeur d’Alene, Idaho. City shall assist WTC by coordinating or confirming with City officials WTC’s use of the following facilities for the Event:

- (a) Lake Coeur d’Alene for the swim course including set up and tear down.
- (b) Expo/registration/transition area in the City Park (or McEuen Park if requested by WTC) from Monday pre-Race through Tuesday post-Race; including the Parks Amphitheater, electric power, water, gazebo’s and picnic areas.
- (c) Roads within City limits for the Bike route and Run route including closed streets on Race Day in the City Area to the extent possible.
- (d) Finish line on Sherman Avenue between 1st and 2nd Streets. Set up will include a finish structure, bleachers, sound systems and tents as provided by WTC. Set up will occur Friday evening prior to the Race; tear down will occur Monday a.m.
- (e) Suitable roads within the City limits with permits for the bike course and run course; Host shall repair and/or remove all potholes and other potential hazards along the route.
- (f) Roads and City Park (or McEuen Park if requested by WTC) as needed for a kids race during Race week between Tuesday and Saturday.

2. Services, Equipment, Personnel

At no cost to WTC, the City shall provide and obtain sufficient services, equipment, and personnel to assist WTC in preparing for and operating a successful Event and Race, which services, equipment, and personnel will include the following:

<u>Obligation</u>
(a) Allow storage containers to be placed on City of Coeur d’Alene property.
(b) NISC will assist WTC with coordinating local hotels and entities to facilitate arrangements for local accommodations, travel and tourist activities.
(c) With respect to the 2021 Race Year, NISC shall use its best efforts to provide the main southern facing conference room in the Coeur d’Alene Chamber of Commerce (“Chamber”) building on Sherman Ave starting on the Tuesday (8 AM) on Race Week until Tuesday (5 PM) following the Race day. With respect to the 2022 and 2023 Race Years, NISC shall use its best efforts to provide the main southern facing conference room in the Chamber building on Sherman Ave starting on the Wednesday (8 AM) on Race Week until Monday (5 PM) following the Race day. During each respective Race Week, such conference room will be made exclusively available to WTC as WTC’s official Event office (<i>i.e.</i> , no other scheduled meetings, except for the Chamber’s Board meeting which occurs the Thursday of each Race Week from 7 a.m. to 9 a.m.) and will be provided at no charge to WTC. Also, and at no additional cost to WTC, NISC shall use its best efforts to provide additional Chamber meeting space for purposes of hosting the official Race Week captains meeting on the Wednesday night of each Race Week and for three (3) total meetings to be used by WTC’s Race Director for preparation of the Race and agency meetings. Such Race planning meetings will



be scheduled throughout the course of each Race Year upon reasonable notice by WTC.
(d) Police services subject to coordination by WTC in the City limits wherein the Race will take place. WTC will coordinate with the other jurisdictions. Where staffing permits (as determined by the police department), the City shall assist with police services outside of the City to facilitate the Event.
(e) Necessary ambulance services (including a minimum of five (5) ambulances and adequate staff) to transport athletes on Race Day.
(f) All applicable permits to WTC to ensure use of all property/roads through which the Race is run in the City limits only. In addition, Host shall assist WTC in obtaining all other permits necessary for staging the Race.
(g) Assist in coordinating with the County to provide search and rescue during the swim portion of the Race.
(h) Provide additional boat support at the request of WTC.
(i) Assist WTC in securing electricity access as needed for the Venue areas, including generators, wiring, and electricians on site during Race week.
(j) If WTC chooses to host an additional event, assist WTC to acquire necessary permits and approval for a kids' running or triathlon activity during Race week.
(k) Assist with obtaining City permits for the Expo to begin Thursday (of Race week) and continue through the following Monday.
(l) Assist in coordination with city official for all parking and traffic control.
(m) Coordinate, as necessary, so WTC maintains adequate trash removal of designated dumpsters.
(n) Assist WTC by providing any available traffic control equipment necessary to supplement equipment provided by WTC.
(o) Road Sweeper within City limits.
(p) Unless reasonably required and unavoidable, Host shall not begin and/or effect any structural, engineering, beautification, or related works during the Event or the week prior to the Event.

3. Promotion

Host shall assist WTC with promotion, media coverage, public awareness, and advocacy of and for the Event. As a part of such obligations, the Host shall (a) place WTC-approved Event flags, banners, and posters (and other branding) in the Venue and the areas surrounding the Venue for a minimum of 2 weeks prior to each Race, (b) assist WTC in acquiring manpower and hardware for hanging Event flags and Race banners, and (c) coordinate the placement of posters, to be supplied by WTC, in stores and retail locations. WTC will provide any such flags, banners, posters (and other branding) at its sole cost.

Host agrees to have visible and noticeable URL link (hyperlink) from its website to WTC's website. Such URL link shall link to a page on WTC's website associated with and dedicated to the staging and hosting of the Event.

* * * * *



EXHIBIT C

Certain WTC Obligations

For each Event, WTC shall comply with and provide the following, at no cost to Host:

1. General

- (a) WTC shall plan and conduct each Event as a professionally-executed sporting event. WTC shall supervise all aspects of the Event including media, operations, marketing, promotions, branding, facility decoration, venue appearance, merchandising, licensing and all pre-Event, in-Event and post-Event activities. WTC shall appoint an Event Director for each Event who will supervise all aspects of production before, during, and after the Event.
- (b) Provide an annual influx of approximately 3,000 athletes, media, staff, VIPs and spectators requiring a multiple-night stay over in the Venue.
- (c) Provide to **City** an Event sponsor package to include:
 - (i) signage at the Event branded with City's logo(s),
 - (ii) Expo booth space, provided that City complies fully with the "Expo Village Vendor Rules and Regulations" set forth in Exhibit E to this Agreement,
 - (iii) inclusion of City's logo(s) on the Event-specific website under the domain www.Ironman.com, and
 - (iv) one (1) Race entry and ten (10) VIP packages.
- (d) Provide to **NISC** an Event sponsor package to include:
 - (i) signage at the Event branded with NISC's logo(s),
 - (ii) Expo booth space, provided that NISC complies fully with the "Expo Village Vendor Rules and Regulations" set forth in Exhibit E to this Agreement,
 - (iii) inclusion of NISC's logo(s) on the Event-specific website under the domain www.Ironman.com, and
 - (iv) one (1) Race entry and ten (10) VIP packages.
- (e) WTC shall donate a total of **\$15,000.00** (the "Annual Donation") to one or more local not-for-profit organizations. Notwithstanding the foregoing, the Parties acknowledge that if WTC obtains permission from the Foundation (as defined below) then WTC shall have the option to have all or part of the Annual Donation be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the "Foundation"). The Parties further acknowledge that if the Foundation so elects to make the Annual Donation then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Annual Donation shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation's Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.

2. Race Administration

All administrative matters related to the implementation including, but not limited to:

- (a) Establishing, administering, maintaining, and securing the Event Expo;
- (b) Providing a Race Director, a Volunteer Director (to the extent Host does not provide a person who is approved by WTC under the terms set forth in Exhibit B), and key Race personnel as determined by WTC;
- (c) Providing a site plan to the City a minimum of two weeks prior to the Race, which plan will include,



but not necessarily be limited to: placement of tents, Porta-potties and other amenities necessary for the Race.

- (d) Obtaining a written assumption of risk, waiver and release in favor of Host from each triathlete, Event participant, Event volunteer, and Expo exhibitor, in a form reasonably acceptable to Host;
- (e) Assisting the Volunteer Director in the management of the volunteers; and
- (f) The preparation of all documentation for the Race, including applications, brochures, and all print materials; and
- (g) Attending a pre-setup meeting with the City to ensure that placement of tents, Porta-potties and other amenities necessary for the Race are appropriate.

3. **Media**

The following media for promotion of the Race:

- (a) Live content of the Race under the domain www.Ironman.com;
- (b) Inclusion of Host’s logo on Event-specific website and print materials for the Race;
- (c) Reasonable marketing of Host’s accommodation facilities.

4. **Local Suppliers**

WTC shall use reasonable efforts to use local suppliers for implementation of the Race.

5. **Technical Duties**

- (a) Race equipment and manpower;
- (b) Registrations - supplies and set-up;
- (c) Courses - Design, supplies, and volunteer coordination start/finish course;
- (d) Race announcers;
- (e) Aid station - design and supplies;
- (f) All manpower, educators, Race manuals;
- (g) Transition supplies/setup;
- (h) Awards (presentations), related videos;
- (i) Plans for parking, security, and police coordination;
- (j) Ordering Race supplies;
- (k) Finish line - design, supplies, setup and teardown;
- (l) Media coordination;
- (m) Prize money to attract a pro field;
- (n) Traffic control supplies, including but not limited to, detour signs, barricades, and “no parking” signs;
- (o) Porta-Potties within the Park and along the Race route. Porta-Potties in the Park shall be open to public from Wednesday prior to Race day through the Monday after Race day; and
- (p) Police coordination, security and parking plans including posting uniformed security personnel at the gate at the Park entrance from Wednesday through Saturday to ensure only authorized vehicles enter the Park. WTC security will be instructed to monitor the Park for vandalism or improper conduct and report the same to City Staff.

6. **Other**

WTC shall reimburse the City for reasonable costs to repair damage to the City’s park caused by Event athletes, spectators, vendors, or staff, provided the City (i) provides documented costs therefor and (ii) clearly marks all utilities in such park. However, WTC shall not be responsible for reimbursement for (i) ordinary wear and tear, (ii) damage cause by negligence or misconduct of the Host or any person or group unaffiliated with the Event, or (iii) damage to any utilities not clearly marked by the City.

* * * * *



EXHIBIT D

TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGOS

Event Logos

Each Event will, as applicable for such specific 140.6 Event or 70.3 Event, feature one or more IRONMAN® or IRONMAN 70.3® branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo. The following is an example of such a logo for a previous IRONMAN 70.3® event:



General

The Event Logos must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® and IRONMAN® 70.3® brands and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC’s intellectual property, including the Event Logos. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo.

Pre-Approval Requirement

Without exception, all proposed uses of Event Logos must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo, must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Claim Notice

Notice must be given to the public that WTC claims ownership of the Event Logos. Therefore, the following legal notice must clearly appear, in no smaller than 6pt typeface, on all printed materials, products, websites and all other items on which any Event Logo is used:

IRONMAN®, 70.3®, and the “M-Dot” logo are registered trademarks of World Triathlon Corporation. Used herein by permission.

Please adhere to the following regarding use of the terms “IRONMAN®” and “IRONMAN® 70.3®”

- IRONMAN® must be a single word, never hyphenated, and never capitalized as “IronMan”.
- IRONMAN® 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “IRONMAN” must never be used as a standalone term or to denote distance (e.g., never as “Ironman distance”, “Iron distance”, “half ironman”, “half ironman distance”, or “half iron distance”).
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “70.3” must never be used as a standalone term or to denote distance (e.g., never as “70.3 miles”).
- IRONMAN® should never be abbreviated as “IM.”
- IRONMAN® 70.3® should never be abbreviated as “IM70.3.”
- Stand-alone references to “an Ironman” or “a 70.3” are improper. Please add “triathlon” to such phrases (e.g., “an IRONMAN® 70.3® triathlon”).
- Do not use “iron” (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., “ironwoman”, “ironfamily”, or “ironmate”), as two separate words (e.g., “iron woman”, “iron family”, or “iron mate”), or as a hyphenated word (e.g., “iron-woman”, “iron-family”, or “iron-mate”). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

* * * * *



EXHIBIT E

EXPO VILLAGE VENDOR RULES AND REGULATIONS

These rules are subject to change from year to year.

WTC shall provide prior written notice to Host of any rule changes.

1. **Acceptance of Terms.** These Expo Vendor Rules & Regulations (the “Event Expo Rules”) apply to each vendor exposition (each, an “Expo”) in connection with the Event(s). Host (hereafter “Exhibitor”) agrees to be bound by these Event Expo Rules and to any amendments hereto that WTC may from time to time establish.
2. **Availability.** Applications for space at any Expo are accepted on a first-come, first-served basis. WTC reserves the right to, in WTC’s sole and absolute discretion: (a) accept or reject any application for any Expo space and/or athlete kit insert on an event-by-event basis; and (b) relocate and/or rearrange exhibit space at any Expo at any time. For the avoidance of doubt, Exhibitor acknowledges that booth preference within any Expo is not guaranteed.
3. **General Restrictions.** Exhibitor may not assign, transfer, share, sublet, or apportion in whole or in part any allotted Expo space. Exhibitor may promote only Exhibitor’s business, products (or products that Exhibitor is otherwise authorized to promote), and/or services at the Expo, and such promotion must occur solely from within the Expo space assigned to Exhibitor by WTC. Exhibitor may not represent more than one (1) brand at any Expo without the prior written approval of WTC. Prior to the Expo, Exhibitor must provide to WTC a written description of all of Exhibitor’s proposed activities, samples, products, and giveaway items, all of which will be subject to the prior written approval of WTC. For the avoidance of doubt, Exhibitor may conduct direct sales of approved products only from within the Expo space assigned to Exhibitor by WTC. Exhibitors may not spread out beyond their activation footprint to conduct sales and/or sample to Expo or event attendees.
4. **Safety; Security.** WTC will not be responsible for the safety of exhibits, exhibit material, and/or Exhibitor’s property (including without limitation Exhibitor’s merchandise) against theft, fires, accident, or any other cause before, during, or after the Expo. Exhibitor understands that the Expo may be held outdoors and that the Exhibitor is responsible for the safety of its exhibit during inclement weather. Although it is anticipated that security personnel will be on duty during non-Expo hours, all property of Exhibitor remains the Exhibitor’s sole responsibility. Exhibitor agrees to make provisions for the safekeeping of its exhibit material, merchandise, etc., before, during, and after the Expo.
5. **Prohibited Activities and Products.** WTC reserves the right to remove Exhibitor and its accompanying exhibit material from the Expo in the event that an activity or presentation is deemed, in WTC’s sole and absolute discretion, inappropriate or detrimental to WTC or the professional nature of the Expo. In no event may Exhibitor use, or permit to be used, any Expo for, in connection with, or to promote any goods, products, services or methods that are (a) are on the World Anti-Doping Agency’s (“WADA”) prohibited list or that are, in WTC’s sole discretion, on WADA’s monitoring program, (b) violate or conflict with the IRONMAN® Anti-Doping Program, or (c) are deemed, in WTC’s sole discretion, to be detrimental or harmful to WTC, any WTC Affiliate, the applicable event, the event host venue, any participant or athlete, or the sports of triathlon, swimming, cycling, running or mountain biking. WTC reserves the right to prohibit Exhibitor from exhibiting, keeping, or promoting in the Expo space any goods, products, services or methods that WTC reasonably determines do any of the foregoing or that were not approved by WTC in writing prior to such Expo. In addition, the following goods, products and services are not allowed to be sold, promoted, displayed, or otherwise made available by Exhibitor at any Expo: (x) any Prohibited Merchandise (as defined below); (y) any goods, products, or services that are prohibited at any Expo by such Expo’s host venue; or (z) any other product, good, or service that conflicts with any other sponsor or Exhibitor to whom WTC has granted exclusivity (or other preferential right) with respect to such good, product, or service category in connection with the Expo or the applicable event (including without limitation, the following: (i) any energy drinks (e.g., Red Bull®); (ii) sunglasses with a per-item selling price equal to or less than \$100.00 USD; and (iii) any type of watch, wrist instrument, or heart rate monitor). If Exhibitor has the right hereunder to provide promotional materials or gift items for placement in any athlete, volunteer, VIP, or media kits at any Event, and Exhibitor desires to provide a product sample for placement therein, Exhibitor may only provide product samples of any product that is a vitamin, supplement, or sports nutrition product (a “Supplement Product”) if such Supplement Product has received one of the following third party certifications: (1) the NSF Certified for Sport® (www.nsf sport.com); (2) LCG Informed-Sport (www.informed sport.com); or (3) LCG Informed-Choice (www.informed choice.com). WTC reserves the



right to require a specific third party certification for any Supplement Product sample provided by Exhibitor for placement in kits based on WTC’s evaluation of the Supplement Product and its product manufacturing process, and associated assessment of potential risk. If Exhibitor elects to provide any certified Supplement Product for placement in kits, Exhibitor shall submit to WTC proof of the third party registration (or proof of engagement and/or qualification for third party certification) when submitting the Supplement Product to WTC for approval. WTC reserves the right to deny (in its sole discretion) the placement of any Supplement Product in any kit. During the Term, Exhibitor shall ensure ongoing compliance with all certification requirements for any Supplement Product provided to WTC for placement in any kit and shall immediately report any failure of compliance to WTC.

6. No Merchandise, Intellectual Property or Media Rights. Unless otherwise expressly authorized to do so pursuant to a separate written license agreement with WTC, Exhibitor shall not sell, promote, produce, display, or otherwise make available any merchandise, goods, products, or services that are event-branded, Expo-branded, WTC-branded, WTC Affiliate-branded, or branded or marked using (a) IRONMAN®, IRONMAN® 70.3®, the “M-Dot”, ‘140.6’ or ‘70.3,’ (b) any sponsorship designation (or that suggest endorsement by WTC), (c) the name or logo of any WTC or WTC Affiliate race or event, (d) any other intellectual property of WTC or any WTC Affiliate (including without limitation the Iron Girl®, IRONKIDS®, Velothon, or Cape Epic marks or names), or (e) any words or marks that refer to, or are suggestive of, or confusingly similar to, the logo, name, location, date or race distance for any WTC or WTC Affiliate race or event, or any intellectual property of WTC or WTC Affiliate (including without limitation the word “IRON”) (collectively, “Prohibited Merchandise”). Unless otherwise expressly authorized to do so pursuant to a separate written license agreement with WTC, in no event may Exhibitor use any photos or video footage or content of any WTC or WTC Affiliate race or event (including such event’s Expo), or any photos or video footage or content including any sponsorship designation, any WTC or WTC Affiliate race or event name or logo, or any other intellectual property of WTC or any WTC Affiliate (in each case, whether such footage is owned, or was taken or produced, by WTC, a WTC Affiliate, Exhibitor, or any third party) in any way in any media (including without limitation in any television or Internet broadcast, documentary, movie, web series, or mini-series).
7. Late Arrivals. Exhibitor shall promptly notify WTC if Exhibitor anticipates arriving (or setting up) at the Expo location later than the date or time communicated by WTC as the proper move-in/set-up window. If Exhibitor arrives after the proper move-in/set-up window, WTC reserves the right to (a) re-assign Exhibitor’s specific space to a third party to ensure a professional appearance of the Expo (including without limitation having a contiguous row of occupied Expo spaces (i.e., no “gaps”) on every day of the Expo), (b) assign Exhibitor to a replacement space, and/or (c) require Exhibitor to move-in/set-up only after the Expo is closed for the day (i.e., “after hours”).
8. Tear-Down; Clean-Up. Exhibitor shall remove all exhibits and materials from the Expo only during the time period(s) established by WTC. Exhibitor must leave its Expo space clean (free and clear of all trash and other debris) and in substantially the same condition as when Exhibitor took possession of such space. If Exhibitor fails to do so, WTC may: (a) impose a reasonable fee (which Exhibitor hereby agrees to pay, and hereby authorizes WTC to charge the credit card, if any, provided by Exhibitor to WTC for payment of such fees); and (b) terminate or restrict Exhibitor’s rights at future events. For the avoidance of doubt, Exhibitor may not pack up or dismantle its exhibit except during the permitted tear-down time determined by WTC. WTC will not store or ship any items or otherwise be held liable for any property left by Exhibitor after the Expo. Exhibitor must make all post-Expo storage or shipping arrangements in advance of the applicable event.
9. Cancellations or Changes by Exhibitor. The cancellation of any Expo space reservation by Exhibitor will result in a complete forfeiture by Exhibitor of the total amount(s) due for such Expo space reservation; provided, however, that if Exhibitor notifies WTC in writing of Exhibitor’s intention to cancel such reservation at least thirty-one (31) days prior to the opening date of such cancellation’s Expo, Exhibitor may transfer such Expo space reservation to another WTC event, reasonably acceptable to WTC, that is scheduled to occur during the same calendar year as the cancelled reservation.
10. Other Changes. If for any reason WTC determines that the location of the Expo should be changed or the dates of the Expo postponed or changed, no refund will be made and WTC shall assign to the Exhibitor, in lieu of the original space, such other space as WTC deems appropriate, and the Exhibitor agrees to use such space in accordance with these Event Expo Rules. Except to the extent expressly set forth herein, WTC will not be financially or otherwise liable to Exhibitor if the Expo is cancelled, postponed, or relocated.

* * * * *

EXHIBIT F



RESTRICTED SPONSORSHIP CATEGORIES

COMPRESSION APPAREL	RACE REGISTRATION
WETSUIT	WATCH/TIMING
SUNGLASSES	GPS/FITBIT
MEDALS	ON-COURSE NUTRITION
FOOTWEAR	CHARITY
ENERGY BAR	RACE PHOTOGRAPHY
ENERGY GEL	SUNSCREEN
ISOTONIC / SPORTS BEVERAGE	INSOLES
ENERGY DRINKS	RECOVERY SANDAL
RECOVERY BEVERAGE	RECYCLING/GARBAGE/WASTE MANAGEMENT
SUPPLEMENTS	ONLINE TRAINING PLATFORM
CELL PHONE CASE	BEER
HEADPHONES	HOTEL
LIFESTYLE APPAREL	TRAVEL PARTNER
PERFORMANCE APPAREL	SWIM APPAREL & ACCESSORIES
BIKE APPAREL & ACCESSORIES	

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: October 7, 2019
FROM: Mike Becker, Wastewater Capital Program Manager
SUBJECT: Bid Results for the **2019 Cured in Place Pipe (CIPP) Project.**

=====

DECISION POINT:

The Wastewater Utility (WW) recommends that Council accept the bid from Insituform Technologies, LLC, as the lowest responsive bidder, for the City of Coeur d'Alene Wastewater Utility 2019 Cured-in-Place Pipe (CIPP) Project and approve the contract for the Project's Base Bid and Additive Alternative #1.

HISTORY:

On April 9, 2019, the City prequalified three (3) CIPP Contractors through the State of Idaho Category B Bidding process. On August 21, 2019, Notice for Bids were issued to these contractors for this next FY's CIPP Rehabilitation project. Two (2) Bids were received and opened on September 17, 2019.

FINANCIAL ANALYSIS:

The following table summarizes the prequalified contractor's bids the City received:

BIDDER NAME	BASE BID	Additive Alternative #1	Additive Alternative #2
Insituform Technologies, LLC Chesterfield, Mo	\$547,130	\$174,144	\$148,486
Planned Engineered Construction, Helena, MT	\$695,695	\$195,166	\$145,572
Engineer's Opinion of Probable Costs (Range)	\$550,000 to \$750,000	\$170,000 to \$205,000	\$160,000 to \$195,000

As advertised and per the Instruction to Bidders, the Basis of Award for this project is the contractor that provides the lowest Based Bid. Insituform Technologies, LLC, provided the lowest Base Bid. The WW planned and budgeted for this project and has the available funds for the Based Bid and Additive Alternative #1. WW does not recommend awarding Additive Alternative #2 and will deferred this project to a later date.

PERFORMANCE ANALYSIS:

Insituform Technologies, LLC, has successfully completed three (3) previous CIPP contracts within the City including the 2018 CIPP Project next to City Hall and to the satisfaction of the Wastewater Utility.

RECOMMENDATION:

Award the Base Bid and Additive Alternative #1 contract to Insituform Technologies, LLC, for the City of Coeur d'Alene Wastewater Utility's 2019 Cured-In-Place Pipe (CIPP) Project in the amount of \$721,274.00.

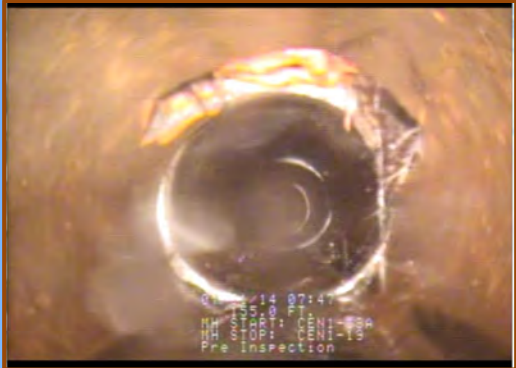


**Bid Results and Request
to
Award 2019 CIPP Contract**



Cured-in-Place Pipe (CIPP)

Before CIPP



After CIPP



Trenchless vs Open Trench

CIPP Trenchless Rehab

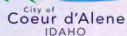


12" CIPP Appleway near Gov't Way

Open Trench Replacement



8" Sanitary near Military On Garden



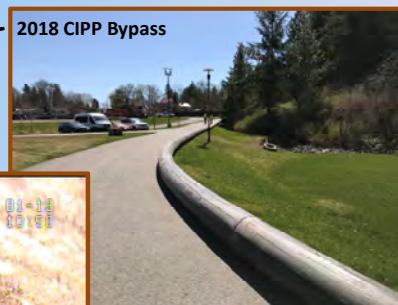
Why does the City Prequalify?



Rock & Debris
Left Under CIPP
Lining.



2019 CIPP Base Bid Site & Bypass



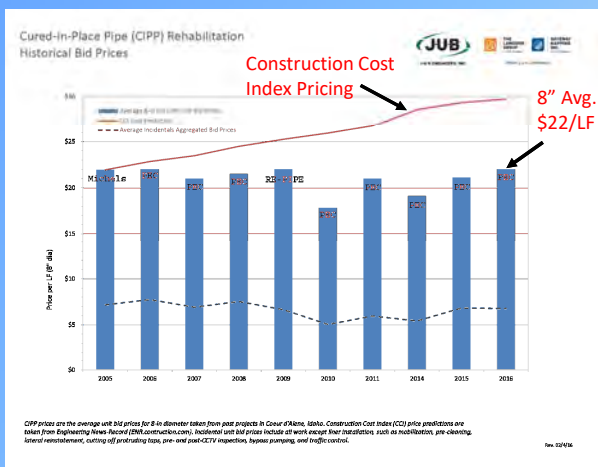
Prequalified Contractor Bid Breakdown

BIDDER NAME	Base Bid	Additive Alternative #1	Additive Alternative #2	Base Bid & Add Alt 1 Total
Insituform Technologies, LLC Chesterfield, Mo	\$547,130	\$174,144	\$148,486	\$721,274
Planned Engineered Construction, Helena, MT	\$695,695	\$195,166	\$145,572	\$890,861
Engineer's Opinion of Probable Costs (Range)	\$550,000 to \$750,000	\$170,000 to \$205,000	\$160,000 to \$195,000	Budget \$750,000

6", 8" 10" Pipes at various locations within the City



City's 8" CIPP Performance History



- Expected Pipe Design Life: 50 – 100 years.
- 20.7 miles of CIPP to date.
- CIPP vs. Open Trench Cost Savings: > \$3,000,000.
- Neighborhood Impact: Hours instead of weeks.



Recommendations

- **Accept the bid of, and award the Base Bid and Additive Alternative #1 contract to, Insituform Technologies, LLC, for the City of Coeur d'Alene Wastewater Utility's 2019 Cured-In-Place Pipe (CIPP) Project in the amount of \$721,274.00.**



CIPP Project Goal : 6,953'

Before



After



QUESTIONS/COMMENTS



RESOLUTION NO. 19-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF INSITUFORM TECHNOLOGIES, LLC, FOR THE 2019 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT AND APPROVING THE CONTRACT THEREFOR.

WHEREAS, the City duly advertised an invitation for bids for the Cured-in-Place Pipe (CIPP) Rehabilitation Project in Coeur d'Alene, Idaho, and the bids received in response thereto were opened as provided in said advertisement in the office of the City Clerk, and the lowest responsible bid received was that of Insituform Technologies, LLC, in the amount of Seven-hundred Twenty-one Thousand Two-hundred Seventy-four and no/100 dollars (\$721,274.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Insituform Technologies, LLC, in the amount of \$721,274.00 for the 2019 Cured-In-Place Pipe (CIPP) Rehabilitation Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Insituform Technologies, LLC, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are authorized to modify said contract provided that the substantive provisions of the contract remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contact on behalf of the City.

DATED this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2019 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT**

CONTRACT

THIS CONTRACT is made and entered into this 15th day of October, 2019, between the CITY OF COEUR D'ALENE (CITY), Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **INSITUFORM TECHNOLOGIES, LLC.**, a corporation duly organized and existing under and by virtue of the laws of the state of DELAWARE, with its principal place of business at **17988 EDISON AVENUE CHESTERFIELD, MISSOURI 63005**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2019 Cured-in-Place Pipe (CIPP) Rehabilitation Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility - 2019 Cured-in-Place Pipe (CIPP) Rehabilitation Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements 2019 Cured-in- Place Pipe (CIPP) Project as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

The CONTRACTOR shall furnish the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **\$721,274.00**, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Base Bid: Schedule A					
2010.4.1.A.1	Mobilization	1	LS	\$12,763.00	\$12,763.00
SP-02100.4.1.A.1	CIPP & Bypass Pumping Traffic Control	1	LS	\$19,453.00	\$19,453.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 24"	1,769	LF	\$150.00	\$265,350.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	4	EA	\$378.00	\$1,512.00
SP-02541.4.1.C.1	Lateral Reinstatement	4	EA	\$65.00	\$260.00
SP-02541.4.1.D.1	Continuous Liner Temperature Monitoring	1,769	LF	\$2.00	\$3,538.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line - Large Diameter (>18-in)	1,769	LF	\$3.00	\$5,307.00
SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line - Large Diameter (>18-in)	1,769	LF	\$1.00	\$1,769.00
SP-02547.4.1.A.1	Small Diameter (≤18-in) Sewer Bypass Pumping	1	LS	\$540.00	\$540.00
SP-02548.4.1.A.1	Large Diameter (>18-in) Sewer Bypass Pumping	1	LS	\$111,421.00	\$111,421.00
SP-09950.4.1.A.1	Manhole B1-13 Rehabilitation and Traffic Control	1	LS	\$10,164.00	\$10,164.00
SP-09950.4.1.B.1	Manhole Bench and Channel Corrosion Protection and Traffic Control	5	EA	\$5,071.00	\$25,355.00
SP-09950.4.1.C.1	Manhole M1-17 Rehabilitation and Traffic Control	1	LS	\$49,712.00	\$49,712.00
SP-09950.4.1.D.1	Manhole M7-01 Rehabilitation and Traffic Control	1	LS	\$39,986.00	\$39,986.00
BASE BID (SCHEDULE A) TOTAL					\$547,130.00
Additive Alternate No. 1: Schedule B					
2010.4.1.A.1	Mobilization	1	LS	\$8,440.00	\$8,440.00
SP-02100.4.1.A.1	CIPP & Bypass Pumping Traffic Control	1	LS	\$6,484.00	\$6,484.00
SP-02541.4.1.A.1	CIPP Rehabilitation 6"	40	LF	\$77.00	\$3,080.00
SP-02541.4.1.A.1	CIPP Rehabilitation 8"	4,815	LF	\$22.00	\$105,930.00
SP-02541.4.1.A.1	CIPP Rehabilitation 10"	329	LF	\$26.00	\$8,554.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	35	EA	\$378.00	\$13,230.00
SP-02541.4.1.C.1	Lateral Reinstatement	110	EA	\$65.00	\$7,150.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line (<18-in)	5,184	LF	\$3.00	\$15,552.00
SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line (<18-in)	5,184	LF	\$1.00	\$5,184.00
SP-02547.4.1.A.1	Small Diameter (≤18-in) Sewer Bypass Pumping	1	LS	\$540.00	\$540.00
ADDITIVE ALTERNATE NO. 1 (SCHEDULE B) TOTAL					\$174,144.00

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions or by August 31, 2020, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

Contract Time	Contract Award	Calendar Time (days)
Substantial Completion	Base Bid (Schedule A)	42 calendar days or by August 31, 2020 whichever comes first
Substantial Completion	Add. Alt. No. 1 (Schedule B)	Additional 38 calendar days shall be added to Base Bid Contract Times, or by August 31, 2020 , whichever comes first
Substantial Completion	Add. Alt. No. 2 (Schedule C)	Additional 28 calendar days shall be added to Base Bid Contract Times, or by August 31, 2020, whichever comes first
Final Completion	any	30 calendar days

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

The CONTRACTOR further agrees, in consideration of securing this contract, to comply with all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CONTRACTOR:

INSITUFORM TECHNOLOGIES, LLC.

By: _____

ATTEST:

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

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

1. Compliance with Regulations

The contractor 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.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor 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.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor'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 contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor 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 contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**GENERAL SERVICES
STAFF REPORT**

DATE: October 7, 2019
FROM: Hilary Anderson, Community Planning Director
SUBJECT: Historic Preservation Code

DECISION POINT:

The City Council is being asked to adopt the Historic Preservation Code in support of becoming a Certified Local Government and being eligible to receive grant funds.

HISTORY:

Pete L'Orange and Dan Everhart from the Idaho State Historic Preservation Office (SHPO) have met with city staff and Council Member Miller twice in 2019 to encourage the City of Coeur d'Alene to discuss the potential of the City Coeur d'Alene establishing a Historic Preservation Commission and the process and benefits of becoming a Certified Local Government (CLG). They shared sample ordinances, information about the CLG program, and standards from the Secretary of the Interior's Professional Qualification Standards, as well as an example CLG grant application.

What is a CLG community? Certified Local Government (CLG) communities are those that shown a commitment to historic preservation. They have done this by adopting a local ordinance and creating a historic preservation commission. The program is a dynamic partnership between local governments, the Idaho State Historic Preservation Office (SHPO), and the National Park Service (NPS). Here is a [link](#) to information about the program.

Staff is bringing forward an ordinance to establish a Historic Preservation Commission. This is the first step in becoming a Certified Local Government (CLG). Staff is asking the City Council to adopt the ordinance and direct staff to take the next steps to form a Historic Preservation Commission, including seeking nine qualified commission members, applying to become a Certified Local Government by November 21, and applying for a historic preservation grant by December 27, 2019.

FINANCIAL ANALYSIS:

Adopting the ordinance would not have any direct financial impacts on the City. Forming and managing a new commission would take minimal staff time, as the commission would meet only quarterly. Some staff time would be required to coordinate and prepare for commission meetings, prepare meeting minutes, and apply to SHPO for grant funds. The commission would be managed by the Planning Department. The financial benefit would be in the potential grant funds that are dispersed by SHPO annually. There is a 1 to 1 match required, but can be in-kind match. The volunteer rate is \$22/hour and City staff time used on commission can also be used as match, at the fully loaded rate.

PERFORMANCE ANALYSIS:

The City of Coeur d'Alene is one of the largest cities in the state that is not yet a CLG. Becoming a CLG will provide multiple benefits to our community such as being eligible to receive grant funding from the state related to historic preservation (training, studies, and rehabilitation), having a greater voice in preservation efforts carried out by state and federal agencies, and supporting local historic preservation efforts such as the White House relocation and provide the resource and support for individual property owners or neighborhoods seeking voluntary designation of their site as a historic.

The Commission will be comprised of nine members, a Council Liaison, and staff liaison through the Planning Department. Of the nine members, two will need to have qualifications to meet the Secretary of the Interior Standards. Staff and our Council Liaison will also be working on a press release and creating an application form for interested commission members.

It is important to note that by having a Historic Preservation Commission and becoming a CLG does not mean that buildings will be protected from demolition or that historic structures are unable to be modified. That would require additional protections to put into the City Code by adopting an ordinance related to historic preservation and local measures to protect historic structures. That is not the proposal at this time.

Rather, the goal is to recognize the historic resources/neighborhoods in our community, create a platform for historic preservation to be discussed, support the Comprehensive Plan, have increased input on state and federal projects, and open up funding opportunities for Coeur d'Alene. An easy and early win for our community would be if we could receive grant funds to pay for city-wide preservation plan in support the Comprehensive Plan. SHPO prioritizes city-wide preservation plans when selecting grant recipients.

Every year, the National Park Service provides money through the Historic Preservation Fund, which comes from offshore oil lease money. A minimum of 10% of money has to go to CLG's every year. Generally \$75,000-77,000 is available to Idaho's CLG communities each year. It is a competitive grant process. On average, 8-15 projects get funded each year. Grants can be used to send city staff, commission members and council members to get training in historic preservation – travel costs, training fees, etc.

DECISION POINT/RECOMMENDATION:

The City Council should adopt the Historic Preservation Code and direct staff to take the next steps to form a Historic Preservation Commission, apply to become a Certified Local Government, and apply to SHPO to receive grant funds city-wide preservation plan in support the Comprehensive Plan.

Attachments:

- Historic Preservation Code (Chapter 2.85)
- Certified Local Government Program in Idaho – CLG Introduction

PURPOSE OF THE CLG PROGRAM

The Certified Local Government (CLG) program is a partnership between local communities, the State Historic Preservation Office (SHPO), and the National Park Service. The CLG program is intended to help local communities preserve and protect their important historic resources, provide local communities a more active degree of participation in the National Register of Historic Places program, a greater say in any federally funded projects in their area which may impact historic resources, and generally support local historic preservation efforts through technical assistance and grants.

WHO CAN PARTICIPATE IN THE CLG PROGRAM?

Any city, county, parish, township, tribe, or municipality which meets the program requirements and completes application process. There are currently 37 CLGs in Idaho.

BENEFITS OF BECOMING A CLG

- Shows a commitment to local heritage, community character, and quality of life.
- Access to technical Assistance from SHPO, which includes: commission support and training; assistance with surveys and nominations; general program assistance and support.
- Access to CLG Grants only available to CLGs.

DOES THIS INVOLVE PROPERTY RESTRICTIONS?

NO. There is no required design review component to participate in the Idaho Certified Local Government program. There are only two (2) situations which involve design review: 1. If there are Federal funds involved in a bricks-and-mortar project (e.g. – Federal Tax Credits or CLG Grant funds); or 2. If the local community decides to pass a local ordinance requiring it for historic districts (e.g. – local zoning code requirements).

THE REQUIREMENTS TO BECOME A CLG

There are few, specific minimum requirements that a community has to meet before they can apply to become a CLG; the community will be expected to

maintain these requirements for as long as they wish to continue to participate in the program.

- Have a Historic Preservation Commission as established by local ordinance
 - A demonstrated interest, competence, or knowledge in historic preservation
 - 5-10 members appointed by governing authority, with an effort to represent specific historic preservation disciplines
 - Appointment terms up to 3 years; can be reappointed
 - Solicit expertise when reviewing National Register nominations (if necessary)
 - Regular professional development/training
- Conduct a Survey and Have a System to Maintain an Inventory
- Public Participation in the Preservation Program
- Encourage Local Preservation Planning Efforts
- Enforce Local and State Preservation Laws.

HISTORIC PRESERVATION COMMISSION DUTIES

- Minimum Duties
 - Participate in nominating properties to the National Register of Historic Places
 - Act as liaison to the public on historic preservation matters
 - Advise officials and other departments on the protection of historic/cultural resources and participate in local planning and decision making processes
- Other Duties Allowed Under State Law
 - Conduct surveys of local historic properties
 - Contract with state or federal governments
 - Recommend ordinances
 - Promote and conduct educational and interpretation programs
- Design Review only if adopted by local ordinance; not required for CLG status

FOR MORE INFORMATION:

For more information, please contact:

Pete L'Orange

Historic Preservation Planner/CLG Coordinator
Idaho State Historic Preservation Office
210 Main Street
Boise, ID 83702
208-488-7471

Pete.lorange@ishs.idaho.gov

<http://www.history.idaho.gov/location/shpo>

Certified Local Government Grant Program

Every year, the State Historic Preservation Office (SHPO) receives funds through the National Park Service (NPS). These funds – called the Historic Preservation Fund (HPF) – comes from off-shore oil lease money, not taxes. The HPF provides funds and support to all of the SHPOs around the county. By law, the SHPOs must pass a minimum of 10% of their HPF to their Certified Local Government partners.

WHO CAN GET CLG FUNDS?

CLG grant funds are only available to designated CLG communities; non-CLG communities are not eligible to apply. And it must be the local government to apply; individuals, local businesses and non-profits cannot apply, except through the local government.

IS THERE A LOCAL MATCH?

Yes. The CLG Grant program is a 50/50 matching grant. However, the local match can usually be met through in-kind sources, such as City Staff and/or Commissioner time, volunteer time and donations, and other non-federal funds.

HOW ARE THEY DISTRIBUTED?

The CLG grants are awarded on a competitive basis, and funding is not guaranteed for every application, although SHPO works hard to make the money go as far as possible. The grant applications are scored on the project scope, the project administration, the proposed budget, and additional considerations (such as status of active/outstanding CLG grants, community support, et cetera).

CLGs are allowed to apply for more than one project in any given year; however, each project will be scored on its own merits, and the SHPO very well may not be able to fund more than one (1) project per CLG.

The CLG grants are reimbursable grants.

ELIGIBLE TYPES OF PROJECTS

- Architectural surveys (Thematic and/or Geographic) and Archaeological surveys
- Preparation of National Register of Historic Places nominations
- Design guidelines and historic context reports
- **Acquisition and Development (including “bricks-and-mortar” projects)**

- Develop community historic preservation plan
- Publishing educational materials
- Public/HPC training, education, and workshops

NOTE: CLG funded projects must be related to the National Register of Historic Places

WHAT CAN THE GRANT PAY FOR?

Because the CLG Grants are ultimately Federal funds, there are limits on what kinds of costs are considered eligible for reimbursement. These typically include: Consultant Fees; Printing Costs; Project-Related Travel Expenses; Training Registration Fees; and some Program Administration costs.

CLG GRANT CYCLE

The CLG Grants are on the Federal calendar (October to September), and must be used within a two year window. The typical grant cycle is as follows:

October 1	Call for Applications Released
December 31	Applications Due
February 15	Awards Announced
Spring	Grant Agreements Processed
June 1	Anticipated Project Start date
May 31	Projects Completed
Summer	Review and Revision period
September	Grant Closeout

FOR MORE INFORMATION:

For more information, please contact:

Pete L'Orange

Historic Preservation Planner/CLG Coordinator
Idaho State Historic Preservation Office
210 Main Street
Boise, ID 83702
208-488-7471

Pete.lorange@ishs.idaho.gov

<http://www.history.idaho.gov/location/shpo>

ORDINANCE NO. _____
COUNCIL BILL NO. 19-1016

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, ADDING A NEW CHAPTER DESIGNATED AS 2.85, HISTORIC PRESERVATION CODE, TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE; ESTABLISHING A HISTORIC PRESERVATION COMMISSION; PROVIDING FOR MEMBERSHIP TERMS; PROVIDING FOR ORGANIZATION AND DUTIES; PROVIDING FOR MEETINGS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, Chapter 46 of Title 67 of the Idaho Code empowers cities to establish a historic preservation commission and to make provisions for the identification and preservation of historic sites; and

WHEREAS, the City Council of the City of Coeur d'Alene deems it in the best interest of the community to establish a historic preservation ordinance;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That a new Chapter, designated 2.85, is hereby added to the Coeur d'Alene Municipal Code, to be titled as follows:

**CHAPTER 2.85
HISTORIC PRESERVATION CODE**

SECTION 2. That a new Chapter, designated 2.85, is hereby added to the Coeur d'Alene Municipal Code to read as follows:

2.85.010: PURPOSE:

The purpose of this Chapter is to promote the educational, cultural, economic, and general welfare of the public of the City of Coeur d'Alene through the identification, evaluation, and designation of those buildings, sites, districts, areas, structures, and objects that constitute or contain significant elements of historic, architectural, archaeological, and cultural interest reflecting the heritage of the City, the State, and/or the Nation.

2.85.020: DEFINITIONS:

The following words and phrases when used in this Chapter shall have the following meanings, unless the context clearly indicates otherwise:

City. The City of Coeur d'Alene.

Commission. The Historic Preservation Commission of the City of Coeur d'Alene.

Historic Property. Any building, structure, district, area, or site that is significant in the history, architecture, archaeology or culture of this community, the City, the State, or the Nation.

Designated Historic Property. Property designated under this Chapter, as well as the National Register of Historic Places, as Historic Property.

Historic Preservation. The identification, evaluation, recordation, documentation, curation, acquisition, management, protection, restoration, rehabilitation, stabilization, maintenance, interpretation, conservation, and education of buildings, structures, objects, districts, areas, and sites significant in the history, architecture, archaeology or culture of this community, the City, the State, or the Nation.

2.85.030: HISTORIC PRESERVATION COMMISSION:

A. There is hereby established a Historic Preservation Commission which shall consist of nine (9) members who shall be appointed by the Mayor with the advice and consent of the Council.

B. All members of the Commission shall have a demonstrated interest, competence, or knowledge in history or Historic Preservation. The Commission shall have at least two (2) members who also serve on the historic preservation commission of Kootenai County and at least two (2) members who meet the Secretary of the Interior's Historic Preservation Professional Qualification Standards as set out in the Federal Register, Vol. 62, No. 11, dated Friday, June 20, 1997. The Commission should include a member or members who have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, conservation, landscape architecture, law, or other historic preservation-related disciplines.

C. The terms of the members shall be staggered so that the terms of no more than three (3) members expire in any one year. Initial appointments to the Commission shall be made as follows: Three (3) members shall hold office for a term of one (1) year; three (3) members shall hold office for a term of two (2) years; and three (3) members shall hold office for a term of three (3) years. All subsequent appointments shall be made for three-year terms. Commission members may be reappointed. Vacancies in the Commission shall be filled in the same manner as original appointments and the appointee shall serve for the remainder of the unexpired term of the vacating member.

D. A member may be removed by the Mayor with the consent of a majority of the City Council.

E. A member of the City Council shall be a non-voting member of the Commission and act as liaison between the Council and the Commission.

2.85.040: ORGANIZATION, OFFICERS, RULES, MEETINGS:

- A. The Commission shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this Ordinance. Rules of procedure and bylaws adopted by the Commission shall be available for public inspection.
- B. The Commission shall elect a chairperson and vice-chairperson, and such other officers as it deems expedient, from among the Commission members. The chairperson shall preside at meetings of the Commission. The vice-chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.
- C. The Commission shall hold meetings as necessary, at such time and place as may be determined by the majority of the Commission, or when called by chairperson or Mayor of the City. At a minimum, the Commission shall meet quarterly. The Commission shall post agendas in accordance with the requirements of public meetings.
- D. A majority of the sitting members of the Commission shall constitute a quorum to conduct business at any meeting.
- E. All meetings of the Commission shall be open to the public and comply with the requirements of the Idaho Open Meetings law. The Commission shall keep minutes and other appropriate written records of its resolutions, proceedings, and actions.
- F. The Commission may recommend to the City Council, within the limits of its funding, the employment of or the contracting for the services of technical experts or other persons as it deems necessary to carry out its functions.

2.85.050: POWERS, DUTIES, AND RESPONSIBILITIES:

- A. The Commission shall advise the Mayor and City Council on matters of historic preservation and shall be authorized to:
 - 1. Conduct surveys of local historic properties.
 - 2. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequest, or donation.
 - 3. Recommend methods and procedures necessary to preserve, restore, maintain, and operate historic properties under the ownership or control of the City.
 - 4. Recommend the lease, sale, or other transfer or disposition of historic properties subject to rights of public access and other covenants, and in a manner that will preserve the property.

5. Recommend designation of properties as historic and recommend the establishment of historic districts.
6. Contract, with the approval of the Council, with the state or federal governments, or any agency of either, or with any other organization on matters of historic preservation.
7. Cooperate with the federal, state, and local governments in the pursuance of the objectives of historic preservation.
8. Make recommendations in the planning processes undertaken by the City.
9. Recommend ordinances or other actions for the purposes of historic preservation in the City.
10. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City as funding allows.
11. Commission members, employees, or agents of the Commission may enter private property, buildings, or structures in the performance of their official duties only with the express consent of the owner or occupant thereof.
12. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction and make recommendations to the appropriate agency.
13. Take public comment and testimony on issues of historic preservation.

B. The Commission shall comply with all City policies, procedures, and regulations, and any applicable state and federal statutes and regulations.

2.85.060: RESERVED (SPECIAL RESTRICTIONS)

2.85.070: RESERVED (APPEALS)

2.85.080: RESERVED (VIOLATIONS; PENALTY)

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have

been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this _____ day of _____, 2019.

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Adding a New Chapter to the Municipal Code, 2.85

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, A MUNICIPAL CORPORATION OF IDAHO, ADDING TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE BY ADOPTING A NEW CHAPTER DESIGNATED AS 2.85, HISTORIC PRESERVATION CODE; ESTABLISHING A HISTORIC PRESERVATION COMMISSION; PROVIDING FOR MEMBERSHIP TERMS; PROVIDING FOR ORGANIZATION AND DUTIES; PROVIDING FOR MEETINGS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am the Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Adding a New Chapter to the Municipal Code, 2.85, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this _____ day of _____, 2019.

Randall R. Adams, Chief Civil Deputy City Attorney

RESOLUTION NO. 19-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH T.J. ROSS FOR THE PROPERTY KNOWN AS 1905 E. NETTLETON GULCH ROAD.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and T.J. Ross, which agreement includes the terms and conditions as set forth in the copy of the agreement attached hereto as Exhibit "1" and by this reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement;

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an annexation agreement with T.J. Ross in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City of Coeur d'Alene.

DATED this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

A-4-19

THIS AGREEMENT, made and dated this 15th day of October, 2019, by and between the *City of Coeur d'Alene*, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and *T.J.Ross*, an individual, with a residential address of *923 E. Hanley Avenue, Coeur d' Alene, ID 83814*, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning for the Property. A copy of the approved Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth.

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The south 248 feet of the west 73.75 feet of the East 147.5 feet of Tract 25, Fruitdale, According to the plat recorded in Book "B" of Plats, Page 134, Records of Kootenai County, Idaho and The south 248 feet of the East 73.75 feet of tract 25, Fruitdale, according to the plat recorded book "B" of Plats, Page 134, Records of Kootenai County, Idaho.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owner further waives any rights the Owner may have regarding the date used to determine what public improvements, construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost, the sanitary sewer system and further agrees to fully comply with all City policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.4. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this Agreement or by City Code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths, and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval, attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement. These conditions are as follows:

- A. A 10' minimum wide vegetative buffer is required along the secondary street frontage (Satre Ave.) due to the subject property being a double frontage lot.
- B. Prior to the issuance of any building permits the applicant must address any outstanding code violations for the existing structures on the property.

- C. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at the time of building permit issuance.
- D. All newly created lots within the City are required to connect to the public sewer system conforming to all CDA Sewer Polices and Standards.

4.3. Any future changes to the lot configuration shall be required to meet all Subdivision Standards.

ARTICLE V: FEES

5.1. Consideration: The Owner agrees to provide specific consideration in the amount of Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750.00) per residential lot in the approved R-3 zone on the approved plat. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's Property, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City Code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City the Owner will pay the required annexation fee. The Owner expressly agrees that the City may withhold building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.5. The Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the Annexation Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may

deannex and terminate utility services without objection from the Owner, or their assigns or successors-in-interest of such portions of the Owners' Property as the City in its sole discretion decides.

6.2. The Owner to hold the City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." The Owner further agrees to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this Agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation; Merger; Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.

6.6. Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and T.J. Ross have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

T.J. ROSS

By: _____
Steve Widmyer, Mayor

By: _____
T.J. Ross, Owner

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of October, 2019, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of October, 2019, before me, a Notary Public, personally appeared **T.J. Ross** as owner acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____



ADVANCED TECHNOLOGY SURVEYING, INC.

EXHIBIT A **PARCEL DESCRIPTION FOR** **ANNEXATION INTO THE CITY OF COEUR D'ALENE** **CITY OF COEUR D'ALENE ORDINANCE NO. _____** **EFFECTIVE DATE: _____**

A PARCEL OF LAND BEING A PORTION OF LOT 25, PLAT OF FRUITDALE, AS RECORDED WITH KOOTENAI COUNTY IN BOOK "B" OF PLATS AT PAGE 134 AND SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 06, TOWNSHIP 50 NORTH, RANGE 03 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 06 AS WITNESSED BY A 2" B.C. MONUMENT, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 06 AS WITNESSED BY A RAILROAD SPIKE BEARS SOUTH 89°19'01" EAST, 2638.32 FEET; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°19'46" WEST, 1326.26 FEET TO THE SOUTH 1/16th CORNER OF SAID SECTION 06; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SOUTHWEST QUARTER, SOUTH 89°33'04" EAST, 1517.82 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 147.50 FEET OF SAID LOT 25 AND BEING THE TRUE **POINT-OF-BEGINNING**;

THENCE 147.50 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 25, NORTH 00°26'00" EAST, 268.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE FOR SATRE AVENUE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°33'04" EAST, 147.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 25;

THENCE ALONG SAID EAST LINE, SOUTH 00°26'00" WEST, 268.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE CONTINUING ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE SOUTH 00°26'00" WEST, 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR NETTLETON GULCH ROAD;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89°33'04" WEST, 92.67 FEET;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, NORTH 00°19'43" EAST, 25.00 FEET TO THE EAST-WEST CENTERLINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID CENTERLINE, NORTH 89°33'04" WEST, 54.78 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 0.961 ACRES OR 41,847 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW;



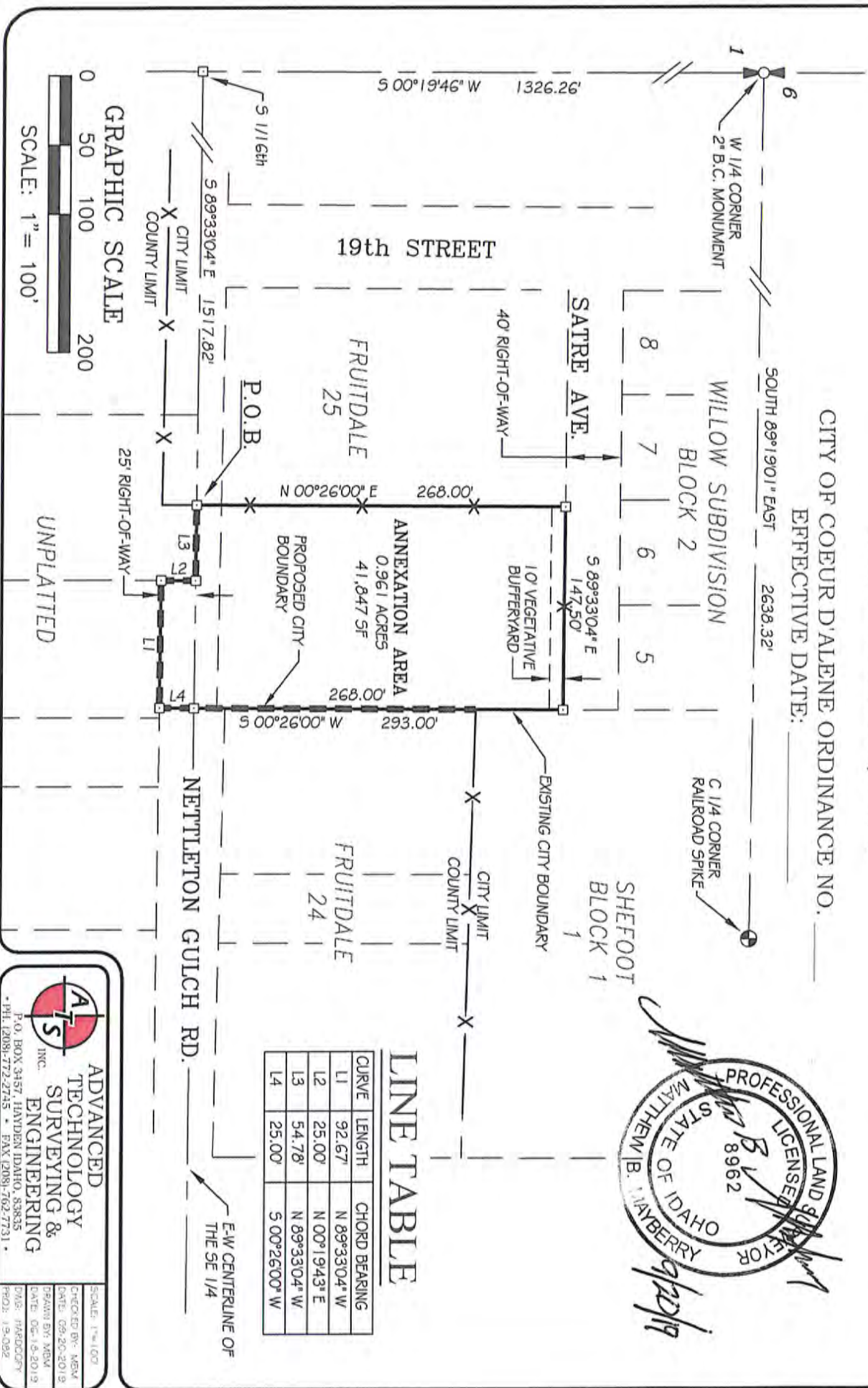
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P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

ANNEXATION EXHIBIT

A PORTION OF LOT 25, PLAT OF FRUITDALE, BOOK "B" OF PLATS AT PAGE 134, SITUATE IN THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SEC. 06, T. 50 N., R. 03 W., B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ORDINANCE NO. _____
EFFECTIVE DATE: _____



LINE TABLE

CURVE	LENGTH	CHORD BEARING
L1	92.67'	N 89°33'04" W
L2	25.00'	N 00°19'43" E
L3	54.78'	N 89°33'04" W
L4	25.00'	S 00°26'00" W

GRAPHIC SCALE



SCALE: 1" = 100'

UNPLATTED

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.

P.O. BOX 3457 HAYDEN, IDAHO, 83835
PH: (208) 772-2745 FAX: (208) 762-7731

SCALE: 1"=100'
CHECKED BY: MBEV
DATE: 09-20-2019
DRAWN BY: MBEV
DATE: 08-15-2019
DMS: HARCOURT
PROJ: 19-092

EXHIBIT "B"

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on September 17, 2019 and there being present a person requesting approval of ITEM A-4-19, a request for zoning prior to annexation from County Agricultural Suburban to City R-3.

APPLICANT: T.J. ROSS

LOCATION: +/- .84 ACRE PARCEL LOCATED EAST OF 19TH STREET AND NORTH OF
E. NETTLETON GULCH ROAD

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS
RELIED UPON
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are single family.
- B2. That the Comprehensive Plan Map designation is NE Prairie Stable Established.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on August 30, 2019 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on August 17, 2019.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.11- Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 1.16 - Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time based on the compatibility and is consistent with the surrounding area.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses the proposed zoning is compatible with the surrounding area and the existing land use pattern.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of T.J. ROSS for zoning prior to annexation as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

PLANNING: A 10' minimum wide vegetative buffer is required along the secondary street frontage (Satre Ave.) due to the subject property being a double frontage lot.

BUILDING:

Prior to the completion of the annexation, the applicant must address any outstanding code violations for the existing structures onsite.

WATER:

Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at the time of building permit issuance.

WASTEWATER:

All newly created lots within the City are required to connect to the public sewer system conforming to all CDA Sewer Polices and Standards.

Motion by McEvers, seconded by Miller, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 19-1017

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 6, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3 (Residential at 3 unites / acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 15, 2019.

APPROVED by the Mayor this 15th day of October, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-4-19 Annexation of +/- 0.84-acre parcel
located at 1905 E. Nettleton Gulch Road

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 6, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am the Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-4-19 Annexation of +/- 0.84-acre parcel located at 1905 E. Nettleton Gulch Road, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15th day of October, 2019.

Randall R. Adams, Chief Deputy City Attorney



ADVANCED TECHNOLOGY SURVEYING, INC.

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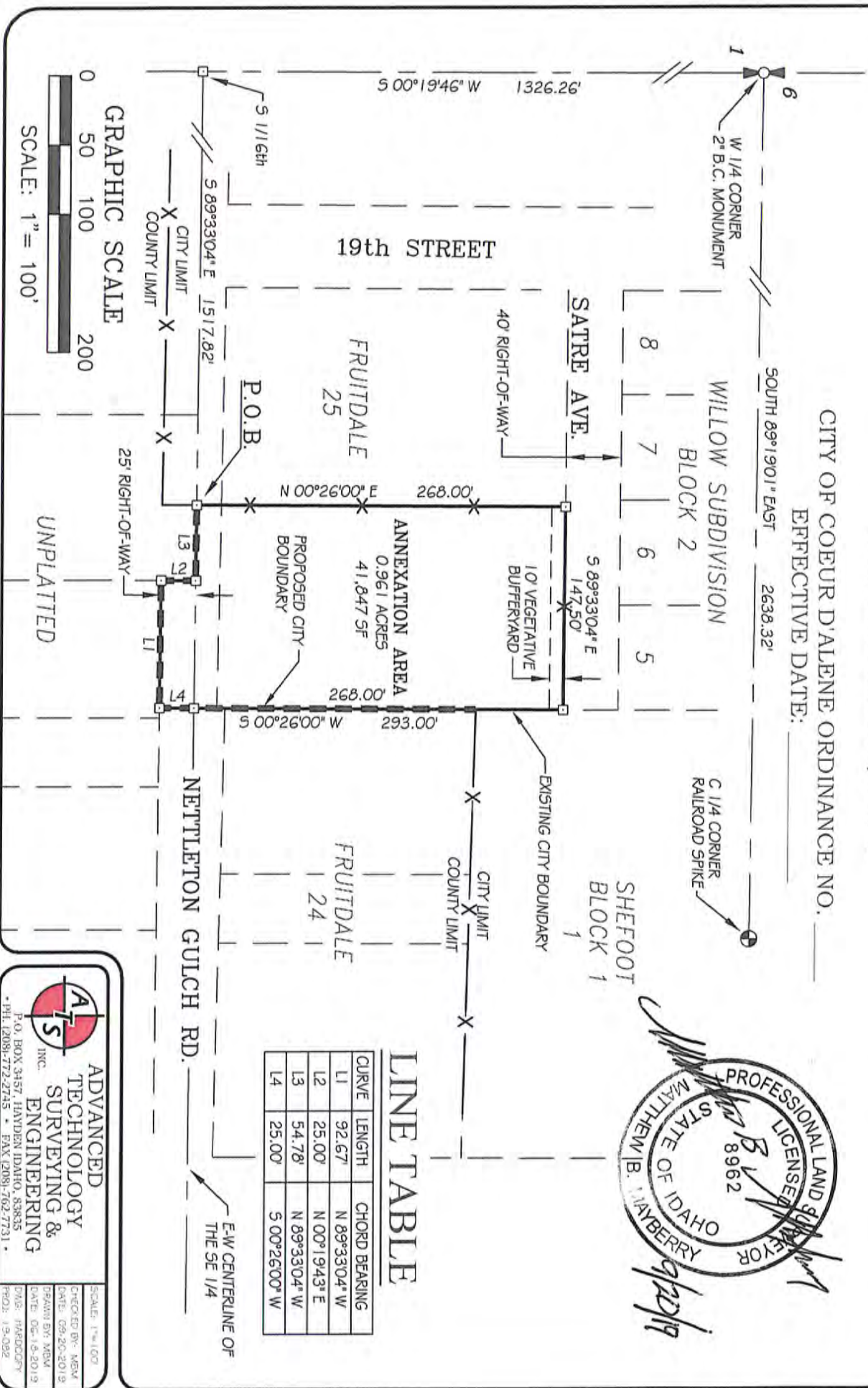
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GRAPHIC SCALE



ATS INC.
ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

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