

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

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.

6:00 P.M.

NOVEMBER 4, 2014

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor J.O. Owens, Heart of the City Church

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

1. Approval of Council Minutes for October 21, and 28, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for November 10, 2014 at 12:00 noon and 4:00 p.m. respectively.

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

4. Setting of a public hearing for December 2, 2014 for the Adoption of the 2012 International Residential Code, 2012 International Energy Code, 2012 International Mechanical Code, and 2012 International Fuel Gas Code.

As recommended by the Building Services Director

5. Approval of a Beer and Wine License for Mc Staggers, LLC; David Priano, located at 318 W. Haycraft Avenue (New).

6. Approval of **Resolution No. 14-046**

- a. Waiver of Covered Load Regulations from November 1st through the 30th for the Annual City Leaf Pick Up.

As Recommended by the Street Superintendent

- b. Approval of Downtown Carriage Rides on Saturdays November 29, 2014 through December 20, 2014 from 1:00 to 5:00 p.m.

As Recommended by the City Clerk

- c. Approval of SS-7-14, Riverstone West Silver: Final plat, subdivision agreement, and security.

As Recommended by the City Engineer

- d. Surplus of a 1986 Brush Truck to Elk River Volunteer Fire Department.

As Recommended by General Services

- e. Amendment to Agreement with XO Communication.

As Recommended by General Services

- f. Contract with Trio Construction for the East Tubbs Hill Accessible Trail Project.

As Recommended by General Services

- g. Agreement for Belle Terra Tunnel Engineering Study.

As Recommended by General Services

- h. Agreement with Rowand Machinery for lease of a Grader.

As Recommended by General Services on October 13, 2014

Motion by _____, seconded by _____ to approve the Consent Calendar as presented, including **Resolution No. 14-046**.

*DISCUSSION

*ROLL CALL: Edinger ___; Evans ___; Adams ___; McEvers ___; Gookin ___; Miller ___.

*Motion carried/failed

G. ANNOUNCEMENTS

1. City Council

- b. Mayor

- a. Appointment of Woody McEvers, Mark Browning, Bruce Hathaway, and Clare Dumont as the Student Representative, to the CDA TV Committee;

Motion by _____, seconded by _____ to appoint Woody McEvers, Mark Browning, Bruce Hathaway, as committee members, and Clare Dumont as the Student Representative, to the CDA TV Committee.

*DISCUSSION

All in favor

*Motion carried/failed

2. Administrator's Report

H. GENERAL SERVICES:

- 1. **Resolution No. 14-047** - Approval of Contract for Internet Access Service with Intermax Networks.

Staff Report by: Kirk Johnson, IT Network Administrator

Motion by _____, seconded by _____ to approve the Consent Calendar as presented, including **Resolution No. 14-047**.

*DISCUSSION

*ROLL CALL: Evans __; Adams __; McEvers __; Gookin __; Miller __; Edinger __.

*Motion carried/failed

I. OTHER BUSINESS:

- 1. Police Department Staffing Needs and Funding Sources
Presented by: Chief White and Troy Tymesen, Interim City Administrator
- 2. Nomination of Appointment of City Administrator – James Hammond
Nomination by Mayor Widmyer

Mayor Widmyer gave his nomination for filling the City Administrator position as _____. Motion by _____, seconded by _____ to confirm the appointment James Hammond as the City Administrator.

J. EXECUTIVE SESSION: Motion by _____, seconded by _____ to enter into Executive Session as provided by Idaho Code 67-2345 § (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; ; § (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..

*DISCUSSION

*ROLL CALL: Adams __; McEvers __; Miller __; Gookin __; Edinger __; Evans __.

*Motion carried/failed

K. ADJOURNMENT Motion by _____, seconded by _____ that there being no other business this meeting be adjourned.

*All in favor/opposed

*Motion carried.

TIME ADJOURNED _____ p.m.



Coeur d'Alene

CITY COUNCIL MEETING

November 4, 2014

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

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 21, 2014

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 21, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION: Pastor Robert Sundquist, from Christ the King Church provided the invocation.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

IDAHO STARS PROJECT PRESENTATION – Beth Oppenheimer, Director of the Idaho Association for the Education of Young Children stated that their goal is to share information regarding healthy kids and additions to childcare regulations. She clarified that Idaho state licensing standards are fairly low; however, 8 cities in Idaho have enacted their own licensing and that the City of Coeur d'Alene stands out as a good example. She expressed concern regarding childhood obesity and that childcare plays an important role in childhood activity levels and brain development. The Idaho STARS Project provides education opportunities for childcare providers. The “Let’s Move Childcare” program is a component of being a “Let’s Move” city and workshops are available locally. Last month the City of Boise passed a policy, which included input from childcare providers. They focused on physical activity, limited screen time, nutrition standards for meals and snacks, and infant feeding support. They would like to roll the program out within a year, provide no cost training with credits, and review city inspection policies with compliance listed on the city website. Ms. Oppenheimer asked the Council to think about what could be done to increase health and wellness in childcare within Coeur d'Alene. Councilmember McEvers asked if she had presented to the Childcare Commission. Ms. Oppenheimer stated that she was not able to meet with them before presenting to the City Council but planned to meet with the commission.

CITIZEN AWARD PRESENTATION - Battalion Chief Jeff Canfield presented an award to a heroic young lady based on an incident that occurred on September 2, 2014. Eleven-year-old

Sequoia Love provided her three year old sister with life saving chest compressions after she had fallen into a pool and lost consciousness. Her actions saved her sister's life. Mayor Widmyer congratulated Sequoia on her award.

PUBLIC COMMENTS:

Christian Rights:

John Shapiro, Coeur d'Alene, stated that he was in support of the Knapps, owners of the Hitching Post. He stated that the City Ordinance violates the Constitution. He believes that this forces Christians to violate their belief which is emotional distress and cruelty for Christians. He believes it is sanctioned bigotry against Christians. He asked the city to repeal the ordinance.

Councilmember Gookin asked City Attorney Mike Gridley to provide additional information. Mr. Gridley stated that the City has never threatened the Knapps. They have discussed the ordinance and whether or not they are providing civil services, not religious services; and whether they could be in violation of the code. As with any potential violation it is based on a complaint, followed by an investigation and, if appropriate, prosecution is engaged. Mr. Gridley clarified that there have been no complaints brought to the City under this ordinance. The conversation with the Knapps was an explanation of the ordinance. The ordinance does provide exemptions for religious organizations. He believes there is a lot of misinformation about the regulation of churches and ministers.

Vern Westgate, Coeur d'Alene, said that he testified against the ordinance in 2013 and at that time he read the 14th Amendment. He believes it was within the purview of the state legislature to deal with these regulations. He wished that one of the councilmembers would bring the ordinance back up to be rescinded and let the state work it out.

Councilmember Gookin stated that he does agree that this issue is best resolved at a higher level. He would like to see a national resolution to the issue.

Hillside Regulations:

Linda Meyer, Coeur d'Alene, stated that she moved to her current home because of the natural pristine beauty and habitat. She believes that property owners should leave more than 15% of the natural habitat. Recently there has been clear cutting of Ponderosa Pines on Fernan Hill. She believes there has already been a loss of wildlife habitat from the tree removal. They recently had 60 trees cut from their property and during a recent storm three more trees fell. She had made contact with various city departments and believes the current hillside ordinance doesn't help with view easements. She would like better land management and is requesting an amendment to the hillside ordinance requiring present land owners leave 15% natural space in 1 acre or larger parcels. Mayor Widmyer stated that staff would research this item and get back with her.

CONSENT CALENDAR: Motion by Adams, seconded by McEvers to discuss the agreement with Kootenai County for funding of Citylink transit system (item E) separately. **Motion Carried.** **Motion** by McEvers, seconded by Evans to approve the consent calendar.

1. Approval of Council Minutes for October 7, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for October 27, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a public hearing for December 2, 2014 for the vacation of a portion of Mill Avenue and Government Road rights of way situated west of Northwest Boulevard.
5. As recommended by Public Works October 13, 2014
6. Approval of **Resolution No. 14-045** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-4-05.M1, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, AND APPROVAL OF SECURITY OF BELLERIVE 5TH ADDITION; APPROVING S-3-12, APPROVAL OF FINAL PLANT, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, AND APPROVAL OF SECURITY FOR COEUR D'ALENE 23RD ADDITION; APPROVING A LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC FOR OFFICE SPACE AT 816 SHERMAN; APPROVING A MEMORANDUM OF UNDERSTANDING WITH DALTON GARDENS FOR THE READING OF WATER METERS ON GOVERNMENT WAY BETWEEN DALTON AND HANLEY AVENUES; ~~APPROVING AN AGREEMENT WITH KOOTENAI COUNTY FOR FUNDING OF CITYLINK TRANSIT SYSTEM;~~ APPROVING A MASTER AGREEMENT WITH KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (KCEMSS); AND APPROVING A CONTRACT WITH WELCH-COMER ENGINEERS FOR SURVEY OF BNSF PROPERTY.

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

APPROVING AN AGREEMENT WITH KOOTENAI COUNTY FOR FUNDING OF CITYLINK TRANSIT SYSTEM

MOTION: Motion by Gookin seconded by McEvers to approve the agreement with Kootenai County for funding of the Citylink transit system.

DISCUSSION: Councilmember Adams stated that he has historically voted against this agreement as he has an objection to public transit systems. Specifically, he believes that if the Federal funding goes away it would not be sustainable.

ROLL CALL: Miller Aye; Edinger Aye; Evans Aye; Adams No; McEvers Aye; Gookin Aye.
Motion carried.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller is working on the closure of the McEuen Park project contract. She stated that there are a few unresolved items and there will be a presentation to the Council once the items are completed.

Councilmember Adams thanked Councilmember Miller for all the time she has spent working on this project.

Councilmember Gookin stated that he was at the recent LCDC Workshop and felt the people at mid-town did a good job expressing alternatives. The workshop minutes were disappointing as they did not include public comments. The City does not control LCDC and he hopes that the community does not get disheartened. At the last Council meeting it was mentioned that the City did not get a COPS grant and he would like to find a way to fund the three additional patrol positions.

MOTION: Motion by Gookin, second by Edinger to direct the Police Chief and Finance Director to make a presentation at the next Council meeting regarding options to fund the Patrol Officer positions.

DISCUSSION: Councilmember Miller asked staff if there was enough time between meetings to put that information together. Councilmember Gookin stated that this item was going to be presented in January and he would like it to occur sooner. Mr. Tymesen stated that he and Police Chief White have been discussing options but he does not see financial resources becoming available until January.

Motion Carried.

Councilmember McEvers reminded the community to spay and neuter their pets.

ADMINISTRATOR'S REPORT: Interim City Administrator Troy Tymesen announced the retirement of Officer Pat Sullivan after more than 27 years of service. Mr. Sullivan will continue to serve the department as a volunteer with firearms training and in other areas of law enforcement he specialized in over the years. Thirty trees were recently planted in public right-of-way in Coeur d'Alene thanks to a \$7,500 donation to the city's reforestation program from Kootenai Health. Because of the expansion of the hospital, some trees within the footprint of the new building on their property had to be removed. Kootenai Health will be planting many replacement trees on their property. Additionally, the hospital wanted to sponsor a planting program to help offset the loss of the trees on their property. The 30 trees selected for planting are large deciduous shade trees and are being planted where there is adequate growing space and no overhead power lines. Abutting property owners have agreed to provide care, including watering and protecting from mowers and trimmers. In recognition of National Community Planning Month in October, the city of Coeur d'Alene is sponsoring a "What Makes Places Great" photo contest all month long. Send us photos that you feel best represent the city and make this a great place to live or visit. Your pictures can be sent to Keith at kerickson@cdaid.org. Categories are Environment, Architecture, People, and Community Life.

Winners will be named in early November in two categories: Youth (younger than 18) and adult. Winners in both categories get a free lunch for two with Coeur d'Alene Mayor Steve Widmyer. There will also be a People's Choice Award for a gift card to Vault Coffee on Sherman Avenue. For further details, visit the city's web site at cdaid.org. For information, contact Keith Erickson at 769.2359. The latest Coffee with the Mayor show on Channel 19 focuses on development of a master plan for what is known as the Four Corners/BLM corridor. The subject property stretches from Independence Point downtown west to Huetter, generally bordering the Spokane River. Phil Boyd and Del Hatch with Welch-Comer Engineers are developing the master plan. Based on public input they've received so far, they discussed several possible uses for the 6-mile stretch of property. These include improved public access to the water, expansion of Riverstone Park to the river, partnering with North Idaho College on a joint use facility, and partnering with Kootenai County to develop a parking facility. The 30-minute show is hosted by Coeur d'Alene Mayor Steve Widmyer and Council President Woody McEvers. The show will air throughout October on Time Warner Channel 19. It may be seen Sunday and Wednesday at noon, Monday and Friday at 6 a.m. and 6 p.m., and Tuesday, Thursday and Saturday at 12 a.m. The feeling outside is autumn and inside, the Coeur d'Alene Public Library is offering seasonable activities for all ages. For more information, please visit the library's website at cdalibrary.org, or call 769-2315. At 160 feet tall, the Prairie Standpipe in northern Coeur d'Alene is said to be the largest structure of its kind in the world. The height makes it difficult in determining the condition of its exterior. In this day of drones, getting a bird's eye view is much easier, much to the delight of the city's water department. Built in 1993, the 2 million gallon Prairie Standpipe is due for a new coating of exterior protection. A consultant for the city last week unleashed a drone to determine the condition of the conspicuous structure, more commonly known as a water standpipe. By surveying and documenting the condition up close, the consultant can put together more accurate and detailed specifications for contractors who may be interested in applying the coating. The standpipe project will go to bid early next year. The work is expected to be performed in April. Six black granite tablets were installed at McEuen Park last Thursday with the first of six tablets already engraved with names from donors. For a \$500 donation, you can have your name, family name, business or loved ones name engraved on the donor wall. Each tablet has room for 64 lines, each with a maximum of 24 letters. Now that all six granite tablets are installed, a mobile engraver will add names in groups of 20 to 25 as lines are purchased. Donations received will be used for maintenance and amenities for Coeur d'Alene Parks and help to secure property for future parks, open space and recreational facilities in the Lake City. To purchase space on the donor wall, email Debbie Wilson at debbie@panhandleparksfoundation.com or call at 446-4813. A donor form can also be downloaded from panhandleparksfoundation.org. A box with donor forms will also be placed at the donor wall soon. Meantime, the Panhandle Parks Foundation is planning an unveiling at the donor wall. A date and time will be announced soon. The City has an opening for a student representative on the City of Coeur d'Alene Parking Commission. Nearly 12 years ago, the Coeur d'Alene City Council passed an ordinance allowing youth representation on City Commissions, Boards, and Committees. Service on these boards gives students an unprecedented opportunity to learn about city government, special projects, and community needs. If you are interested in serving as a student representation, please call Amy Ferguson at 666-5754 for an application form. With winter just around the corner, it's time to winterize irrigation systems. In our area, the most common practice is to use compressed air to blow out residual water in the irrigation piping. When performed correctly, this can be an efficient method to prevent expensive damage to irrigation systems caused by freezing. If

performed incorrectly, however, costly damage to backflow assemblies can occur. It could also result in contaminating your water, as well as your neighbors' water. For more information, contact the city's water department at 769-2210. There is a new question on CityPoll: "Do you take advantage of free city leaf pickup?" Each month, a CityPoll question is posed on the city's website so the city can learn how the community feels about a particular issue. Responses will be reviewed by city staff and changes will be used in leadership strategic planning as guidance to assure we are offering the best possible services to our citizens. Additionally, Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

Public Safety Plan Update: Mr. Tymesen stated that in the City's financial plan included the Public Safety General Obligation Bond. The public safety departments are putting together their list of needs and will be seeking a bond in May 2015 for just under \$7,000,000.00. The Library portion of the previous bond still exists as its lifespan is longer than the public safety equipment. Mayor Widmyer asked what the 2005 interest was compared to today. Mr. Tymesen stated that 2005 was a good time to go out for a bond and with the City's good credit rating the current rate should be approximately $\frac{3}{4}$ of a point less than 2005.

APPROVAL OF USE OF CITIZENS TO PARTICIPATE ON THE POLICE DEPARTMENT'S USE OF FORCE REVIEW BOARD

STAFF REPORT: Police Chief White presented the concept of including citizens on the Police Use of Force Review Board. He clarified that the Board meets as needed related to deadly force incidents and historically has only included representatives from outside law enforcement agencies, not citizens. He recommends adding two city residents to the board to serve on a rotating basis. He recommends the scope of the board to include any use of force that results in significant injury. He believes this change will increase accountability, transparency, and openness with the community.

DISCUSSION: Councilmember McEvers asked how the department would find people to serve on this type of board. Chief White stated that they are looking for someone who wants to work with the police department to provide constructive criticism. Those interested could notify the department through the department's social media/web page, etc. Those serving on the board would receive training of policy and procedure and applicable case law.

MOTION: Motion by Edinger, seconded by Gookin to authorize the use of community members to participate in the Police Department's Use of Force Review Board. **Motion carried.**

NAMING THE NEW WATER WELL AT HANLEY & ATLAS.

STAFF REPORT: Water Superintendent Jim Markley stated that developing a new well has taken over six years and is nearly complete. He explained that the location of the well is at Hanley and Atlas. In the past previous wells were name for an abutting street name; however, both Hanley and Atlas wells already exist. In polling the department staff they suggested it be named as the Ralph Capaul Well. He provided a brief background of Mr. Capaul's work history

that spanned approximately 40 years. During Mr. Capaul's employment he instituted full metered services and he had vision enough to ask the Department of Water Resources for a letter to use surface water supply. During the recent water adjudication process the City was able to produce the letter, which was likely a one-of-a-kind. Mr. Capaul continues to provide historical data to the department. Mr. Markley stated that the department needs to get the motor control center up and running, conduct trouble shooting, and then hold a ribbon cutting.

DISCUSSION: Councilmember Edinger stated that Mr. Capaul worked for the city in the 1970's when the City acquired the Idaho Water Company and a major concern at the time was if Mr. Capaul would stay with the city, as they wanted him to. Mr. Capaul retired in 1993 and it was Councilmember Edinger's pleasure to work with him over the years. Councilmember Miller stated that it is a well-deserved honor and she was impressed that he continues to provide answers to the City. Councilmember McEvers stated that he also felt it was a well-deserved honor.

MOTION: Motion by Edinger, seconded by Adams to approve the naming of the new water well located at Hanley and Atlas as the Ralph Capaul Well. **Motion carried.**

ZC-3-14 - Request by Ray Harding [R-12 – R-17] +/- 1.75 Acre parcel between Fruitland Lane and Hoard Street (South of Clady Lane), Tract 54 of Fruitlands Addition to Coeur d'Alene E."

MOTION: Motion by McEvers, seconded by Adams to approve the Findings and Order for ZC-3-14; for a +/- 1.75 Acre parcel between Fruitland Lane and Howard Street (South of Clady Lane), Tract 54 of Fruitlands Addition to Coeur d'Alene, change to R-17 (Residential at 17 units/acre). **Motion carried.**

**COUNCIL BILL 14-1020
ORDINANCE NO. 3496**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.75 ACRE PARCEL BETWEEN FRUITLAND LANE AND HOWARD STREET (SOUTH OF CLADY LANE), TRACT 54 OF FRUITLANDS ADDITION TO COEUR D' ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers to pass the first reading of **Council Bill No. 14-1020.**

ROLL CALL: Edinger No; Evans Aye; Adams Aye; McEvers Aye; Gookin Aye; Miller Aye.
Motion carried.

MOTION: Motion by McEvers, seconded by Gookin to suspend the rules and to adopt **Council Bill No. 14-1020** by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 § (c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

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

The City Council entered into Executive Session at 7:15 p.m. Those present were the Mayor, City Council, Interim City Administrator, and City Attorney. Council returned to regular session at 7:49 p.m.

RECESS: Motion by Adams seconded by McEvers to recess to October 28, 2014 at 12:00 Noon in the Old Council Chambers located at 710 E. Mullan Avenue for a City Council Workshop with the Spokane River Corridor Ad Hoc Committee. **Motion Carried.**

The meeting adjourned at 7:49 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

A CONTINUED MEETING OF
THE COEUR D'ALENE CITY COUNCIL
OCTOBER 28, 2014

The Mayor and Council of the City of Coeur d'Alene met in continued session in the Old Council Chambers at 12:00 Noon on October 28, 2014 there being present upon roll call a quorum:

Steve Widmyer, Mayor

Kiki Miller) Members of Council Present
Dan Gookin)
Woody McEvers)
Steve Adams)

Loren Ron Edinger) Councilmembers Absent
Amy Evans)

DEPARTMENT HEADS PRESENT: Interim City Administrator Troy Tymesen; Municipal Services Director Renata McLeod; Parks Superintendent Bill Greenwood; Parks and Recreation Director Steve Anthony; Interim Planning Director Warren Wilson; City Attorney Mike Gridley.

Mayor Widmyer stated that the purpose of the meeting was to provide the Spokane River Ad Hoc Committee an opportunity to present their findings.

SPOKANE RIVER CORRIDOR AD HOC COMMITTEE REPORT: Terry Godbout stated he has been serving on the Ad Hoc committee since its inception. In September 2013 the City Council formed the committee to review and provide recommendations regarding the Spokane River Corridor. He reviewed the properties within the study area, and described the developability of the land to the west and areas that have not yet been annexed versus that have been annexed. He reiterated that the City has already involved the community through workshops polls and public testimony, specifically the Comprehensive Plan, Parks and Recreation Master Plan, and the CDA 2030 Visioning project. He reviewed the details from each plan that were pertinent to the Spokane River corridor. The key items included compliance with the Shoreline Ordinance, connectivity, parkland along the shoreline, and access to the water. The committee came up with the objective for the city to own or control 100% of the riverfront property within the corridor. Any deviation should be offset by public benefit so spectacular the city could not envision an alternative occurring within 15 years. Mr. Godbout reviewed the PUD riverfront access within Riverstone, which are not clearly marked as public spaces. He presented examples of state of the art waterfront developments that included green space along the water front and throughout the development. He reviewed the proximity principle as it relates to Mill River, wherein there is exponential benefit to property surrounded by public access. He believes that it is not an infringement on private property rights as the first buildings built around the green space/public access will be valuable and have direct access. The Goal from the committee to the city is to acquire ownership or conservation/parkland easement of the shoreline.

Chet Gaede stated that the Committee is requesting the City Council pass a resolution regarding the development of the corridor area to meet the goal of the Committee to acquire and preserve the land and reaffirm language in the various plans previously adopted by the City. They envision the area between Huetter to the BLM property as a river-centric community with public access to the water. He stated that the resolution would set forth the importance of property acquisition and development. They would also like to have the City pass river-centric land use ordinances, which could include an overlay district. He also stated that the committee members should be appointed by the Mayor and outlined the various representatives that should serve on the committee. He reiterated that planning for the acquisition and use of the property is a once-in-a-life-time opportunity. Land use ordinances require twice as many hearings as any other process. Mr. Gaede reviewed the characteristics of the Spokane River corridor as set forth in the Comprehensive Plan.

Councilmember Adams asked Mr. Gridley if it is legal to pass a non-binding resolution. City Attorney Mike Gridley stated that it can be done as an expression by the current City Council. He felt a motion to direct staff to research or come back with ideas has an effect to cause action, whereas a resolution is more of a public statement. Councilmember Gookin asked for clarification regarding the Council's direction regarding the negotiation with BNSF and abutting property owners. Mr. Gridley stated that the Council directed staff to review opportunities for land trades as they had discussions regarding the BNSF acquisition. Mr. Gaede stated that he did not understand that was the Council direction and believes the developers and the rest of the community may not understand without a resolution. Mr. Gridley clarified that staff was requested to maximize public access and it appears the committee is seeking more clarity on how far to go with negotiations. Interim Planning Director Warren Wilson stated that annexation agreements are the most often-used tool for the city to negotiate with land owners. Items such as trails, sidewalks, and open space are often included. The clearer the instructions are, the easier it is for staff to enter into negotiations and he believes a resolution may help provide clarity. Mr. Wilson clarified that anything that is binding would need to be some sort of ordinance. Councilmember Gookin stated that he would like to see our zoning codes updated. Mr. Wilson explained that it does take time and may take a year to complete new codes. He clarified that staff provides input on PUDs but does not drive the development.

Mayor Widmyer asked for clarification regarding the committee's opinion regarding Riverstone and Mill River public access. Susan Snedaker showed the original rendering of the proposed boardwalk at Riverstone. Mr. Gaede stated that the committee thought the access was lacking in both developments and hopes for an improved process of garnering public access. Mr. Gaede believes the properties behind the areas without access are devalued as demonstrated by the US Bank Call Center and Garage Town. Mayor Widmyer stated that he wants to build public/private partnerships to create a win-win situation and 100% of waterfront under public ownership may not be economically viable. Mr. Gaede believes the city could trade the railroad property for the waterfront, which may get developers within 100 feet of the waterfront.

Councilmember Gookin asked Mr. Wilson what kind of change it would take to require all PUDs to come through City Council. Mr. Wilson stated it could take a few months; however, staff input should be garnered and consideration should be given to the effect it would have on the Planning Commission. Mr. Wilson stated that it is unknown what, when, and who is going to

develop the land; however, it makes some sense to pursue an overlay or dedicated zone which would set forth some ground rules, unlike a PUD. He clarified that there are some funds in the Planning Department budget for professional services; however, the City Council would need to determine if the priority is East Sherman or the Spokane River corridor.

MOTION: Motion by Gookin, seconded by McEvers to direct staff to prepare a resolution as presented today, to thank the committee and end their term, and suggest they create an outside committee.

DISCUSSION: Councilmember Gookin apologized that the function of the committee was vague and believes that the dynamics have changed as the property has been annexed and staff has been given an order to maximize access to the river. He believes that the City is where it wanted to be a year ago. Councilmember Gookin stated that the Committee was passed along through many departments and committees and it might get in the way more than assist at this time. Councilmember Miller stated that the confusion might be difficult for everyone involved and this input should come through a committee with experience, such as Planning and Zoning. She believes that the property owners would get the information through the same channels and Council would be assured that all the questions were answered through staff. Additionally, the city does not have the funding to purchase all the property.

Mayor Widmyer stated that he likes the idea of getting a professional land use planner to review the goals and make recommendations. Mr. Gaede stated that the City's role should be to create general rules and regulations in land use code. Mr. Wilson said the use of the land planner would be no different than how they did the infill areas. Much of the negotiation is incentive-driven that would hopefully makes financial sense to the developer. Councilmember McEvers would like to keep the committee involved on the public side and bring them into the fold in another way. Mr. Wilson stated some examples of how the committee could continue to function would be establishment of a group similar to the Tubbs Hill Foundation or Bike CDA. Interim City Administrator Troy Tymesen stated that it is difficult to continue to grow committees that require staff time. Mr. Gaede stated that the most important item is the resolution and to turn it over to staff to make recommendations. Councilmember Adams thanked the group and appreciated their motives as they were acting for the best interest of the community as a whole, and encouraged them to set up an outside committee in any which way they deem fit. Ms. Snedaker stated that she is concerned that the group will be marginalized as they would not be connected with the city.

Motion Carried.

RECESS: Motion by McEvers, seconded by Adams to recess to October 30, 2014 at 3:45 p.m. for a City Council meet and greet with City Administrator Candidates in the Library Community Room located at 702 Front Avenue. **Motion carried.**

The meeting recessed at 1:30 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
MEMORANDUM**

DATE: OCTOBER 31, 2014

FROM: ED WAGNER, BUILDING SERVICES DIRECTOR

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled December 2, 2014, to hear public testimony regarding the Adoption of the 2012 International Residential Code, 2012 International Energy Code, 2012 International Mechanical Code, and 2012 International Fuel Gas Code.

Prorated for
January open:

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 50.00
Rec No 0743114
Date _____
Date to City Council: 11-4-14
Reg No. _____
License No. _____
Rv _____

petitions signed *OK*

Date that you would like to begin alcohol service 01-01-15

Check the **ONE** box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	<u>\$300.00 per year</u>
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Mc Stoggers LLC</u>
Business Mailing Address	<u>318 W Haycraft</u>
City, State, Zip	<u>Coeur d' Alene, Idaho 83815</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact	Business Telephone: <u>208-292-4126</u> Fax: _____ Email address: _____
License Applicant	<u>Mc Stoggers LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>David Priano</u> <u>Connie Priano</u>

RESOLUTION NO. 14-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1ST THROUGH THE 30TH FOR THE ANNUAL CITY LEAF PICK UP; APPROVING THE ANNUAL DOWNTOWN CARRIAGE RIDES ON SATURDAYS NOVEMBER 29, 2014 THROUGH DECEMBER 20, 2014 FROM 1:00 P.M. TO 5:00P.M.; APPROVING SS-7-14, RIVERSTONE WEST SILVER: FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVING THE SURPLUS OF A 1986 BRUSH TRUCK TO ELK RIVER VOLUNTEER FIRE DEPARTMENT; APPROVING AN AMENDMENT TO THE AGREEMENT WITH XO COMMUNICATIONS; APPROVING A CONTRACT WITH TRIO CONSTRUCTION FOR THE EAST TUBBS HILL ACCESSIBLE TRAIL PROJECT; APPROVING AN AGREEMENT WITH WELCH-COMER & ASSOCIATES, INC. FOR THE BELLE TERRA TUNNEL ENGINEERING STUDY; AND APPROVING AN AGREEMENT WITH ROWAND MACHINERY FOR LEASE OF A GRADER.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "A through H" and by reference made a part hereof as summarized as follows:

- A) Approving the Waiver of Covered Load Regulations from November 1st through the 30th for the Annual City Leaf Pick Up;
- B) Approving the Annual Downtown Carriage Rides on Saturdays November 29, 2014 through December 20, 2014 from 1:00 p.m. to 5:00p.m.;
- C) Approving SS-7-14, Riverstone West Silver: Final Plat, Subdivision Agreement, and Security;
- D) Approving the Surplus of a 1986 Brush Truck to Elk River Volunteer Fire Department;
- E) Approving an Amendment to the Agreement with XO Communications;
- F) Approving a Contract with Trio Construction for the East Tubbs Hill Accessible Trail Project;
- G) Approving an Agreement with Welch-Comer & Associated Inc. for the Belle Terra Tunnel Engineering Study;
- H) Approving an Agreement with Rowand Machinery for lease of a Grader;

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 agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through H" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 4th day of November, 2014.

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 MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



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

Wednesday, 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 1, 2014. 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 malfunctions, and unforeseen circumstances, City crews are unable 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 Monday, December 1st, 2014.

Leaf-fest 2014 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.

Don't:

- 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 streets.cdaid.org or call the Street Maintenance Information line 208.769.2233.



October 9, 2014

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in partnership with the Spokane Teacher's Credit Union (STCU), would like to provide free carriage rides in the Downtown area, traveling between 1st Street, East on Sherman to 6th Street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the circle parking lot.

These rides would be available each Saturday, November 29, December 6, 13 & 20 from 1 pm – 5 pm.

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance with coverage limits of at least \$1,000,000.
- ❖ The CdA Chamber parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides enhance the spirit of family fun during the Holiday season Downtown.


Terry Cooper

A handwritten signature in black ink that reads "Terry Cooper". The signature is written in a cursive style and is positioned above the printed name and title.

General Manager
Coeur d'Alene Downtown Association

105 N. 1st Street, Ste. 100, Coeur d'Alene, ID 83814
208-667-5986 208-415-0116 Fax 208-667-9338

**CITY COUNCIL
STAFF REPORT**

DATE: November 4, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Riverstone West Silver: Final Plat, Subdivision Improvement Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Todd Prescott
Whitewater Creek, Inc.
PO Box 1478
Hayden, ID 83835
- b. Location: Southeast corner of Seltice Way and Riverstone Drive.
- c. Previous Action:
 - Preliminary plat approval, October 2014

FINANCIAL ANALYSIS

The developer is furnishing cash security in the amount of \$46,147.50 which covers the outstanding cost of the infrastructure installations that are required for the completion of this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and provided the required security for the outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the required improvements infrastructure installation has been completed. The developer has stated that all required installations will be complete by November 4, 2016.

DECISION POINT RECOMMENDATION

1. Approve the Subdivision Improvement Agreement and security.
2. Approve the final plat document.

AGREEMENT TO PERFORM SUBDIVISION WORK
Riverstone West Silver Subdivision

THIS AGREEMENT made this ____ day of November, 2014 between Whitewater Creek, Inc., with Todd Prescott, Vice-president, whose address is Whitewater Creek, Inc., PO Box 1478, Hayden, ID, 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone West Silver subdivision, a two (2) lot commercial development in Coeur d'Alene, situated in the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: sanitary sewer main extension and appurtenances, concrete curb installation, concrete driveway approach installation, asphalt roadway repair, asphalt multi-use path installation, potable waterline repair, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 4th day of November, 2016. Said improvements are more particularly described on the submitted estimate dated October 22, 2014 by signed and stamped by Jerry Sinclair, PE #5097, attached as Exhibit "A", and, shown on the civil engineering drawings titled Public Service Improvements RIVERSTONE SILVER, dated October 23, 2014, signed and stamped by Jerry Sinclair, PE #5097, whose address is Advanced Technology Surveying & Engineering, Inc., PO Box 3457, Hayden, ID 83835, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, an Irrevocable Letter of Credit as security in the amount Forty Six Thousand One Hundred Forty Seven and 50/100 Dollars (**\$46,147.50**), with the City noted as the sole Beneficiary, which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

CITY OF COEUR D'ALENE

WHITEWATER CREEK, INC.

Steve Widmyer, Mayor

Todd Prescott, Vice-president

ATTEST:

Renata McLeod, City Clerk

[Agreement re: Resolution No. 14-____]



Panhandle State Bank
and its legally operated divisions
Intermountain Community Bank
Magic Valley Bank

October 28, 2014

Gordon Dobler
City of Coeur d'Alene Engineer
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Re: Whitewater Creek, Inc. Letter of Credit

Gordon:

Whitewater Creek Inc. (WWC) has been approved by Panhandle State Bank (PSB) for a letter of credit to cover \$46,147.50 in estimated improvement costs associated with the bifurcation of the lot located on W. Seltice Way in Riverstone Plaza. We have reviewed and accepted the City's request to extend the maturity date of the letter of credit to November 4, 2017 and have provided a final copy for your review.

Panhandle State Bank is in the process of merging with Columbia Bank of Tacoma Washington. Due to changes in personnel and processes we are experiencing a longer than typical turnaround time in generating and booking document requests. Due to these delays it may be later in the week before I can provide the City of Coeur d'Alene the original signed letter of credit, valid from November 4, 2014 through November 4, 2017. Please be assured all loan underwriting, approvals and contingencies have been met and it's only a matter of producing the required documents and booking the signed copies into our system for the letter to be valid.

Please let me know if I can answer any questions you might have.

Sincerely,

Joseph Williams
SVP-Corporate Banking
Panhandle State Bank
208-265-3786



Panhandle State Bank
and its locally operated divisions
Intermountain Community Bank
Magic Valley Bank

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: 11/4/14

REFERENCE NUMBER: 605-856

APPLICANT:

WHITEWATER CREEK, INC.
8421 N GOVERNMENT WAY
HAYDEN, ID 83835

BENEFICIARY:

CITY OF COEUR D'ALENE
710 E. MULLAN AVENUE
COEUR D'ALENE, ID 83814

AMOUNT:

USD \$46,147.50

EXPIRY DATE:

11/04/17

Ladies and Gentlemen:

We hereby issue this Irrevocable Standby Letter of Credit, with reference number 605-856 ("**Letter of Credit**"), in favor of The City of Coeur d'Alene ("**Beneficiary**"), at the request and for the account of Whitewater Creek, Inc. ("**Applicant**"), in the maximum aggregate sum not to exceed Forty Six Thousand One Hundred Forty Seven dollars and Fifty Cents (USD \$46,147.50).

We undertake to the Beneficiary to honor the Beneficiary's demand for payment of an amount available under this Letter of Credit upon presentation of the following documents (collectively the "**Demand for Payment**"):

1. A draft at sight drawn on Panhandle State Bank ("**Bank**"), duly endorsed on its reverse side thereof by the beneficiary, specifically referencing this Letter of Credit.
2. The original Letter of Credit and any amendments attached thereto.
3. Beneficiary's signed statement certifying that Whitewater Creek, Inc. is in default in its obligations to the beneficiary for breach of contract, breach of warranty, or

failure to cure a deficiency to the City of Coeur d'Alene, and is in violation of the Agreement between the Beneficiary and Whitewater Creek, Inc.

At the following place for presentation: Panhandle State Bank, Credit Administration 200 W. Neider Avenue, Coeur d'Alene, ID 83815 (“**Place for Presentation**”) during regular business hours, on regular business days of which the Bank is open, on or before the expiration date.

Please be advised that pursuant to U.S. Law, we will not issue, effect any transfer, accept or make payment under this Letter of Credit (1) to any entity or person who is subject to sanctions issued by the U.S. Department of Commerce, or to whom payment is prohibited by the Foreign Asset Control Regulations of the U.S. Department of Treasury, or (2) which otherwise is in contravention of other applicable U.S. Laws or Regulations. We are subject to various laws, regulations and executive and judicial orders (including economic sanctions, embargoes, anti-boycott, anti-money laundering, anti-terrorism, and anti-drug trafficking laws and regulations) of the U.S. and other countries that are enforceable under applicable law. We will not be liable for our failure to make, or our delay in making, payment under this Letter of Credit or for any other action we take or do not take, or any disclosure we make, under or in connection with this Letter of Credit (including, without limitation, any refusal to transfer this Letter of Credit) that is required by such laws, regulations, or orders.

Partial and multiple drawings are permitted under this Letter of Credit. The aggregate amount available under this Letter of Credit at any time shall be the face amount of this Letter of Credit, less the aggregate amount of all partial drawings previously paid to the Beneficiary at such time.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored if a properly presented Demand for Payment is made as specified above at the Place for Presentation, on or before the above stated expiration date or any extended expiration date if applicable. The Beneficiary shall receive payment from us by [check OR available for collection by the Beneficiary at the Place for Presentation OR wire transfer to a bank account of the Beneficiary].

Beneficiary shall have no recourse against Bank for any amount paid under this Letter of Credit once Bank has honored any draft or other document which complies with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as representation as to the correctness of the amount demanded and Bank shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any non-application or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Bank or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary

meets with dishonor. Beneficiary promises to return to Bank any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

This Letter of Credit sets forth in full the terms of our undertaking. This undertaking is independent of and shall not in any way be modified, amended, amplified, revoked or incorporated by reference to any document, contract, or agreement without the written consent of both [Issuing Bank] and the Beneficiary hereto.

This Letter of Credit is issued subject to the "Uniform Customs and Practice for Documentary Credits" (2007 revision) for International Chamber of Commerce Publication No. 600 or any updates thereto.

Very truly yours,

Panhandle State Bank

By _____

Name: Joseph Williams

Title: SVP-Corporate Banking

EXHIBIT A

TRANSFER REQUEST FORM FOR IRREVOCABLE STANDBY LETTER OF CREDIT

Date: November 4, 2014

**LETTER OF CREDIT REFERENCE
NUMBER:** 605-856

ISSUING BANK:

**Panhandle State Bank
200 W Neider Avenue
Coeur d'Alene ID 83815**

APPLICANT:

**Whitewater Creek, Inc.
8421 N Government Way
Hayden, ID 83835**

BENEFICIARY:

**City of Coeur d'Alene
710 E Mullan Avenue
Coeur d'Alene ID 83814**

Panhandle State Bank:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY OF THE ABOVE DESCRIBED LETTER OF CREDIT ("**TRANSFEROR**") HEREBY IRREVOCABLY TRANSFERS ALL ITS RIGHTS UNDER THE LETTER OF CREDIT AS AMENDED TO THIS DATE ("**LETTER OF CREDIT**") TO THE FOLLOWING TRANSFEREE ("**TRANSFEREE**"):

NAME OF TRANSFEREE


ADDRESS

BY THIS TRANSFER, ALL RIGHTS OF TRANSFEROR IN THE LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE, AND THE TRANSFEREE SHALL BE THE SOLE BENEFICIARY OF THE LETTER OF CREDIT, POSSESSING ALL THE RIGHTS PERTAINING THERETO, INCLUDING, BUT NOT LIMITED TO, SOLE RIGHTS RELATING TO THE APPROVAL OF ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. YOU ARE HEREBY IRREVOCABLY INSTRUCTED TO ADVISE FUTURE AMENDMENTS OF THE LETTER OF CREDIT TO THE TRANSFEREE WITHOUT THE TRANSFEROR'S CONSENT OR NOTICE TO THE TRANSFEROR.

ENCLOSED ARE THE ORIGINAL LETTER OF CREDIT AND THE ORIGINAL(S) OF ALL AMENDMENTS TO DATE. WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF OF THE LETTER OF CREDIT, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

THE TRANSFEROR WARRANTS TO YOU THAT THIS TRANSFER AND THE TRANSACTION(S) HEREUNDER WILL NOT CONTRAVENE ANY FEDERAL LAWS OR REGULATIONS OF THE UNITED STATES NOR THE LAWS OR REGULATIONS OF ANY STATE THEREOF. PLEASE NOTIFY THE TRANSFEREE OF THIS TRANSFER AND THE TERMS AND CONDITIONS OF THE LETTER OF CREDIT AS TRANSFERRED. THIS TRANSFER WILL BECOME EFFECTIVE UPON [ISSUING BANK]'S WRITTEN NOTIFICATION TO THE TRANSFEREE THAT SUCH TRANSFER WAS EFFECTED.

[TRANSFEROR'S NAME]

BY:  Whiterater Creek

PRINTED NAME: TOM Prescott Whiterater Creek

TITLE: V.P.

PHONE NUMBER: 208-772-0108

THE BANK SIGNING BELOW GUARANTEES THAT THE TRANSFEROR'S SIGNATURE IS GENUINE AND THAT THE INDIVIDUAL SIGNING THIS TRANSFER REQUEST HAS THE AUTHORITY TO DO SO:

NAME OF BANK: _____

BANK ADDRESS: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

TELEPHONE NUMBER: _____

[A NOTARY ACKNOWLEDGMENT OR A CERTIFICATE OF AUTHORITY WITH CORPORATE SEAL IS ACCEPTABLE IN LIEU OF A BANK GUARANTEE]

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 10-16-2014

From: Jim Washko, Deputy Chief

Re: Surplus of 1986 Brush Truck to Elk River Volunteer FD, Idaho

DECISION POINT: Decide to allow the transfer of title of our 1986 Chevy, Type 6 Brush Truck, to the Elk River Volunteer Fire Department (ERVFD) for the use in protecting their community.

HISTORY: I was contacted approximately 6 months ago by the Volunteer Fire Chief, Troy Inman of the Elk River VFD, regarding the possibility of finding some used fire equipment for their department, because they only have a \$5000.00 per year budget, all received by fund raising events. So far I have been able to supply them with a positive pressure ventilation fan and several spray nozzles for their fire hose. I asked the chief if they were in need of a brush truck and he was ecstatic that I would ask. They are a very rural community near Potlatch, Idaho and wildland fire is one of their top problems and concerns. All they have is a structural firefighting engine which is not very useful for getting into the back country.

FINANCIAL ANALYSIS: The brush truck as it sits might get \$600 - \$1200 at an auction and would most likely end up on an individual piece of property. I believe it is fiscally responsible for us to donate the brush truck to a community that could use it for the greater good for the greater amount of people. For Elk River VFD fund raising is very difficult and the money they do get is used for insurance and fuel. They said they could spend \$100-\$200 if necessary but I believe a donation shows a greater gesture to helping their community.

PERFORMANCE ANALYSIS: For the CDAFD removing this piece of apparatus does not hold any negative effects. We have two other brush trucks at this time a 1988 Type 4 and a 2006 Type 6. I believe that this is sufficient for covering the amount of wildland area we have. Plus we have mutual aid with all of the other fire departments in the county that also have brush trucks.

DECISION POINT/RECOMMENDATION: To approve the donation of our 1986 Brush Truck to the Elk River VFD



7

911

353



CUSTOM DELUXE

MAGNUM

F 1258

353

**GENERAL SERVICES
STAFF REPORT**

DATE: Monday October 27th, 2014
FROM: Kirk Johnson – Information Systems Division
SUBJECT: XO Communications Service Contract Amendment for Month to Month

=====

DECISION POINT:

Approval of the Amended Service Order with XO Communications. This service order will change the contract terms with XO from a 3 year auto renewal to a 1 year term with an option to disconnect without penalty. We need to change this contract to month to month so we can exit the contract with no early termination fees.

HISTORY:

The City of Coeur d Alene has been using XO Communications for telephone service for the last several years. Our 3 year term for telephone service with XO auto-renewed while we were negotiating pricing with a new telephone service provider. We found through competitive quoting that TWTelecom can provide the same service at a lower price. Council has already signed a service order with TWTelecom on Sept 16, 2014. We are currently working on “cutting over” to the new service.

FINANCIAL ANALYSIS:

The amended contract with XO will incur a 60% rate increase for the duration that the XO service and TW Telecom service overlap while we’re migrating. We expect to terminate the XO service by the end of November 2014.

The new monthly reoccurring cost with the 60% increase will be \$2596.80. The increased rate will be paid for with savings realized by migrating to TW Telecom. We will not need to amend any budgets to cover the cost of this temporary increase.

Estimated savings on a 3 year contract with TW Telecom are projected to be \$21,879.00. Our previous contracted MRC for telephone service with XO was \$1,434.56. Our new MRC with TW Telecom is \$826.79

PERFORMANCE ANALYSIS:

The City of Coeur d Alene needs telephone service to provide excellent customer service to the citizens of Coeur d Alene.

DECISION POINT/RECOMMENDATION:

Approve the Amended Service Orders with XO Communications for telephone services so that we can terminate the contract without early termination fees.

Move-Add-Change-Disconnect (Partial) Agreement
RENEWAL OF SERVICES



Tariffed Services & Non-Tariffed Services

Date: 10/15/2014

OE Primary Account#: 21902197072

Billing Acct #: 001000000058452

CSM Name: Shanna Calhoon

MAC Type: Change- No Commit Renewal

XO Market: COEUR D'ALENE

This document shall serve as an amendment to Customer's XO Communications Service Order Agreement, which, except as provided herein, shall remain in full force and effect. This document incorporates the terms and conditions of such Service Order Agreement that are not herein amended and is subject to the terms and conditions of XO's applicable state and federal tariffs.

CUSTOMER INFORMATION / SERVICE SITE

Customer Business Name: CITY OF COEUR D ALENE

From/Current Address: 710 E MULLAN AVE

City: COEUR D ALENE State: ID

Zip: 83814

CONTACT INFORMATION

Contact: Kirk Johnson

Phone: (208) 769-2255

Fax: _____

E-Mail: kjohnson@cdaid.org

BILLING INFORMATION

Is there a new billing address? (If yes, must complete billing address) no

Billing Address: _____ City: _____

State: _____ Zip: _____

GENERAL INFORMATION

Requested Service Date: 9/15/2014

ICB: 588886

Comment: Month to Month term with 60% price increase

Product Description	MRC/Unit	Qty	Term	Total MRC	MRC Discount	Annual Fee	Total NRC
Private Line	633.60	1	1 year	633.60			
XO LD Business Plan 5K	220.00	1	1 year	220.00			
PRI Full 24B	920.00	1	1 year	920.00			
Block of 100 DID Numbers	16	3	1 year	48.00			
Additional Directory Listing	2.40	15	1 year	36.00			
Total MRC :	1857.60	Total NRC :			Total ARC:		
Total MRC Discount :			0				

RENEWAL TERM AND RATES:

Notwithstanding any other provision to the contrary, upon the parties signatures below, the Agreement is hereby renewed for an additional term as specified above and subject to the rates stated above, provided that either Customer or XO may at any time, upon thirty (30) days notice to the other party, terminate Service or this Agreement for convenience, and without incurring early termination charges as otherwise due. Customer further agrees that Service rates are subject to change at XO's discretion upon thirty (30) day written notice to Customer.

By signing this order form, Customer agrees to pay all charges incurred on Customer's XO Communications ("XO") account, including any applicable federal, state, or local use, excise, sales, privilege taxes, duties, Access Recovery Charges, Administrative Service Charges, or similar liabilities, by the stated due date and to adhere to all of the terms and conditions stated in XO's applicable tariffs, if any, and promotional offerings and the terms and conditions included with this Service Order Agreement, which XO terms and conditions and applicable tariffs are hereby incorporated by reference. Customer also authorizes XO to obtain any credit information necessary and/or customer proprietary network information, necessary to provision the XO Service and to establish this XO account, and authorizes the release of said information by any and all third parties to XO. Further, the undersigned represents that he/she is authorized to approve and accept the responsibility of the terms and conditions herein. Customer understands that, pursuant to tariff, number assignments are not guaranteed, and should not be relied on before service is activated. Customer understands there may be a charge for changing Preferred Interexchange (interLATA and/or intraLATA long distance) Carrier(s). Customer confirms the following LD Carriers:

IntraLATA: _____ InterLATA: _____

Customer Name: _____ Title: _____

Company Name: _____

Customer Authorized Signature: _____ Date Signed: _____

XO Representative Signature: _____ Date Signed: _____

Move-Add-Change-Disconnect (Partial) Agreement
RENEWAL OF SERVICES



XO Representative Printed Name: _____ Title: _____

Move-Add-Change-Disconnect (Partial) Agreement
RENEWAL OF SERVICES



XO Communications

Tariffed Services & Non-Tariffed Services

Date: 10/14/2014

OE Primary Account#: 21918140301

Billing Acct #: 00100000074838

CSM Name: Shanna Calhoon

MAC Type: Change- No Commit Renewal

XO Market: COEUR D'ALENE_

This document shall serve as an amendment to Customer's XO Communications Service Order Agreement, which, except as provided herein, shall remain in full force and effect. This document incorporates the terms and conditions of such Service Order Agreement that are not herein amended and is subject to the terms and conditions of XO's applicable state and federal tariffs.

CUSTOMER INFORMATION / SERVICE SITE

Customer Business Name: CITY OF COEUR D ALENE_

From/Current Address: **710 E MULLAN AVE**

City: COEUR D ALENE State: ID

Zip: 83814

CONTACT INFORMATION

Contact: Kirk Johnson

Phone: (208) 769-2255

Fax:

E-Mail: kjohnson@cdaid.org

BILLING INFORMATION

Is there a new billing address? (If yes, must complete billing address) no

Billing Address: City:

State: Zip:

GENERAL INFORMATION

Requested Service Date: 9/15/2014

ICB: 588886

Comment: Month to Month term with 60% price increase

Product Description	MRC/Unit	Qty	Term	Total MRC	MRC Discount	Annual Fee	Total NRC
Basic Business Lines	67.20	7	1 year	470.40			
	\$						
Total MRC :	470.40	Total NRC :			Total ARC:		
	Total MRC Discount :	0					

RENEWAL TERM AND RATES:

Notwithstanding any other provision to the contrary, upon the parties signatures below, the Agreement is hereby renewed for an additional term as specified above and subject to the rates stated above, provided that either Customer or XO may at any time, upon thirty (30) days notice to the other party, terminate Service or this Agreement for convenience, and without incurring early termination charges as otherwise due. Customer further agrees that Service rates are subject to change at XO's discretion upon thirty (30) day written notice to Customer.

By signing this order form, Customer agrees to pay all charges incurred on Customer's XO Communications ("XO") account, including any applicable federal, state, or local use, excise, sales, privilege taxes, duties, Access Recovery Charges, Administrative Service Charges, or similar liabilities, by the stated due date and to adhere to all of the terms and conditions stated in XO's applicable tariffs, if any, and promotional offerings and the terms and conditions included with this Service Order Agreement, which XO terms and conditions and applicable tariffs are hereby incorporated by reference. Customer also authorizes XO to obtain any credit information necessary and/or customer proprietary network information, necessary to provision the XO Service and to establish this XO account, and authorizes the release of said information by any and all third parties to XO. Further, the undersigned represents that he/she is authorized to approve and accept the responsibility of the terms and conditions herein. Customer understands that, pursuant to tariff, number assignments are not guaranteed, and should not be relied on before service is activated. Customer understands there may be a charge for changing Preferred Interexchange (interLATA and/or intraLATA long distance) Carrier(s). Customer confirms the following LD Carriers:

IntraLATA: _____ InterLATA: _____

Customer Name: _____ Title: _____

Company Name: _____

Customer Authorized Signature: _____ Date Signed: _____

XO Representative Signature: _____ Date Signed: _____

XO Representative Printed Name: _____ Title: _____

Move-Add-Change-Disconnect (Partial) Agreement
RENEWAL OF SERVICES



Tariffed Services & Non-Tariffed Services

Date: 10/15/2014

OE Primary Account#: 71102423811

Billing Acct #: 004000000126100

CSM Name: Shanna Calhoon

MAC Type: Change- No Commit Renewal

XO Market: COEUR D'ALENE

This document shall serve as an amendment to Customer's XO Communications Service Order Agreement, which, except as provided herein, shall remain in full force and effect. This document incorporates the terms and conditions of such Service Order Agreement that are not herein amended and is subject to the terms and conditions of XO's applicable state and federal tariffs.

CUSTOMER INFORMATION / SERVICE SITE

Customer Business Name: CITY OF COEUR D ALENE

From/Current Address: 710 E MULLAN AVE

City: COEUR D ALENE State: ID

Zip: 83814

CONTACT INFORMATION

Contact: Kirk Johnson

Phone: (208) 769-2255

Fax: _____

E-Mail: kjohnson@cdaid.org

BILLING INFORMATION

Is there a new billing address? (If yes, must complete billing address) no

Billing Address: _____ City: _____

State: _____ Zip: _____

GENERAL INFORMATION

Requested Service Date: 9/15/2014

ICB: 588886

Comment: Month to Month term with 60% price increase

Product Description	MRC/Unit	Qty	Term	Total MRC	MRC Discount	Annual Fee	Total NRC
Basic Business Lines	67.20	4	1 year	268.80			
	\$						
Total MRC :	268.80	Total NRC :			Total ARC:		
	Total MRC Discount :	0					

RENEWAL TERM AND RATES:

Notwithstanding any other provision to the contrary, upon the parties signatures below, the Agreement is hereby renewed for an additional term as specified above and subject to the rates stated above, provided that either Customer or XO may at any time, upon thirty (30) days notice to the other party, terminate Service or this Agreement for convenience, and without incurring early termination charges as otherwise due. Customer further agrees that Service rates are subject to change at XO's discretion upon thirty (30) day written notice to Customer.

By signing this order form, Customer agrees to pay all charges incurred on Customer's XO Communications ("XO") account, including any applicable federal, state, or local use, excise, sales, privilege taxes, duties, Access Recovery Charges, Administrative Service Charges, or similar liabilities, by the stated due date and to adhere to all of the terms and conditions stated in XO's applicable tariffs, if any, and promotional offerings and the terms and conditions included with this Service Order Agreement, which XO terms and conditions and applicable tariffs are hereby incorporated by reference. Customer also authorizes XO to obtain any credit information necessary and/or customer proprietary network information, necessary to provision the XO Service and to establish this XO account, and authorizes the release of said information by any and all third parties to XO. Further, the undersigned represents that he/she is authorized to approve and accept the responsibility of the terms and conditions herein. Customer understands that, pursuant to tariff, number assignments are not guaranteed, and should not be relied on before service is activated. Customer understands there may be a charge for changing Preferred Interexchange (interLATA and/or intraLATA long distance) Carrier(s). Customer confirms the following LD Carriers:

IntraLATA: _____ InterLATA: _____

Customer Name: _____ Title: _____

Company Name: _____

Customer Authorized Signature: _____ Date Signed: _____

XO Representative Signature: _____ Date Signed: _____

XO Representative Printed Name: _____ Title: _____

GENERAL SERVICES STAFF REPORT

DATE: 10/22/2014

FROM: Monte McCully, Trails Coordinator

SUBJECT: Tubbs Hill East Side Accessible Trail Contract Approval

DECISION POINT:

The Parks and Rec Department asks the General Services Committee to recommend to City Council that the City enter into a contractual agreement with Trio Construction to build the Tubbs Hill East Side Accessible Trail.

HISTORY:

The City Council requested, in May of 2011, that the Parks & Recreation Commission evaluate accessible trails on Tubbs Hill and report back to the council. The P&R commission established an ad-hoc committee comprised of various interested groups. In January of 2012, the ad-hoc committee recommended that an accessible trail be implemented on the east side of Tubbs Hill. The city obtained a grant in June 2013 to pay for the improvements to the trail and went out to bid in August of 2013. The only bid we received came back above the IDPR grant amount of \$36,000. We rejected the bid and in the summer of 2014 we began researching the cost to build this trail from other contractors.

FINANCIAL ANALYSIS:

Engineering estimates put the construction costs at \$36,108. The Parks Department applied for and received a Recreational Trail Program grant from the Idaho Department of Parks and Recreation in the amount of \$28,886. The remaining \$7,222 match was to be paid from the Trails Revenue line item in the Parks Capital Improvement Fund. Only one bid was received for this project and it was in the amount of \$49,998 which we rejected due to lack of funds. After getting another estimate in 2014 for over \$100,000 we began looking at the rejected bid again. We received a FERC grant from Avista to be used on trail improvement to cover the remaining \$21,112.

PERFORMANCE ANALYSIS:

After receiving an estimate for trail construction of over \$100,000 we determined the engineers estimate to be below value because of the difficulty and expense in building retaining walls along some portions of the trail. Trio Construction has a relatively inexpensive retaining wall that performs well in natural areas and was well received by the Tubbs Hill Foundation. We decided to enter into a contract with them for the previously agreed on \$49,998.

DECISION POINT RECOMMENDATION:

The Parks and Rec Department asks the General Services Committee to recommend to City Council that the City enter into a contractual agreement with Trio Construction to build the Tubbs Hill East Side Accessible Trail.

Project Scope

TRAIL IMPROVEMENTS ON EAST SIDE TRAIL OF TUBBS HILL

The project scope includes but is not limited to the reconstruction 1,560 linear feet of hiking trail and construction of trail approach to Tubbs Hill, smoothing and removing of trail surface obstacles, reducing or increasing soil substrate to meet slope and grade requirements, widening of the trail to meet requirements, building natural looking retaining walls out of stone (or other approved materials) in specified locations, installing catch basins and drainage pipe, installing silt fence and fiber rolls during construction and hydro-seeding disturbed areas as per plan drawings.

Plans and Specifications

These plans and specifications are intended to include all details reasonably required to execute the proposed work. Questions regarding the intent or interpretation of these contract documents should be submitted to the Parks Director in writing.

WORK DESCRIPTION

T.H.1: RECONSTRUCT HIKING TRAIL

RELATED DOCUMENTS

Specifications on page 5

DESCRIPTION OF WORK

- Reconstruct 1,560 linear feet of trail by performing the work listed under headings T.H.2 – T.H.9

T.H.2: CONTRUCT NEW TRAIL APPROACH

RELATED DOCUMENTS

Specifications on page 9

DESCRIPTION OF WORK

- Remove current tail approach.
- Re-route trail according to the engineering plans.
- Approach grade must conform to standards specified in this document
- Re-vegetate ground around the trail to either match the area along the hill or the grass in the park.

T.H.3: SMOOTH TRAIL SURFACE

RELATED DOCUMENTS

Specifications on page 10

DESCRIPTION OF WORK

- Remove rocks and roots from trail surface as per specification requirements.
- Fill in any low spots.
- Construct surface to mitigate standing water.
- Compact trail surface to standards specified in this document.

T.H.4: SLOPE AND GRADE REQUIREMENTS

RELATED DOCUMENTS

Specifications on page 11

DESCRIPTION OF WORK

- Fill or remove soil from the trail surface to construct new trail surface at the grade specified in engineering documents.
- Use fill soil from cut areas as much as is available.

- Outslope of the trail must conform to standards specified in this document.
- Outslope of the trail must also drain water away from the trail surface to mitigate erosion.

T.H.5: TRAIL WIDTH AND TURN-OUTS

RELATED DOCUMENTS

Specifications on page 12

DESCRIPTION OF WORK

- Trail width must conform to standards specified in this document.
- Turn-outs (level landings) must be created where specified in this document.

T.H.6: RETAINING WALLS

RELATED DOCUMENTS

Specifications on page 13

DESCRIPTION OF WORK

- Construct retaining walls where specified in this document.
- Retaining walls must be constructed to look natural and material chosen must be approved by the Parks Department.

T.H.7: CATCH BASINS AND DRAINAGE PIPES

RELATED DOCUMENTS

Specifications on page 14

DESCRIPTION OF WORK

- Install catch basins where specified in engineering documents.
- Install Drainage pipes where specified in engineering documents.

T.H.8: SILT FENCING AND FIBER ROLLS

RELATED DOCUMENTS

Specifications on page 15.

DESCRIPTION OF WORK

- Install silt fencing and fiber rolls anywhere soil might erode or fall into the lake.
- Remove silt fencing and fiber rolls when work is complete.

T.H.9: HYDROSEED

RELATED DOCUMENTS

Specifications on page 19.

DESCRIPTION OF WORK

- Hydro seed disturbed areas at the completion of the project with specified formula to prevent erosion.

**T.H.1:
SPEC FOR RECONSTRUCTING HIKING TRAIL**

GENERAL This work consists of reconstructing the existing hiking trail from East Tubbs Hill Park to a location 1,560 southward on the trail. The trail must conform to all the standards and specifications set forth in this document.

WORKMANSHIP

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utilities serving facilities occupied and used by City or others, during occupied hours, except when permitted in writing by Parks Director and then only after acceptable temporary utility services have been provided.

1. Provide minimum of 48-hour notice to Parks Director, and receive written notice to proceed before interrupting any utility.

Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning signs.

Post warning signs as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

TRAIL STANDARDS:

- The surface of the trail is to be firm and stable.

The means and materials used to establish accessible exterior surfaces are plentiful. Crushed stone, fines, packed soil, and other natural materials can provide a firm and stable surface. Natural materials bonded with synthetic materials can provide the required degree of stability and firmness. Any tread obstacles shall not exceed 2 inches maximum in height.

- The clear trail tread width is to be 36 inches minimum

Passing spaces or 'level landings' will be 60 inches minimum. The location of the level landings are specified in engineering drawings

- Level landings shall be 60" in length by the widest portion of the trail segment leading to the resting interval. They must not exceed 5% sloop in and direction.
- The cross slope of the trail shall not exceed 2%.
- The running slope of a trail shall not exceed 10% anywhere in this project. When the slope is between 0 and 5%, the distance of the trail between level landings is unlimited. When the slope is

*Trail Improvements on East Side Trail of Tubbs Hill
Coeur d'Alene, Idaho*

between 6 and 8%, the maximum distance between level landings is 200 feet. When the slope is between 9 and 10%, the maximum distance between level landings is 30 feet.

SOIL MATERIALS

Definitions:

1. Topsoil – The top 12 to 18 inches of on site soil materials.
2. Backfill and Fill Materials: On site soil materials free of clay, rock or gravel larger than 6” in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.

EXCAVATION / GRADING

Excavation is Unclassified, and includes excavation to grade elevations indicated, regardless of character of materials and obstructions encountered including boulders classified as “Rock.”

UNAUTHORIZED EXCAVATION

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Parks Director. Unauthorized excavation, as well as remedial work directed by Parks Director, shall be at Contractor's expense.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Parks Director.

ADDITIONAL EXCAVATION

When excavation has reached required grade elevations, notify Parks Director who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required grade elevations, carry excavations deeper and replace excavated material as directed by Parks Director.

Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

OTHER EXCAVATION REQUIREMENTS

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Dewatering: Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.

Do not allow water to accumulate in excavations. Remove water to prevent detrimental soil changes to stability of grades. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or run-off areas. Do not use trench

excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

Dispose of excess soil material and waste materials as herein specified.

BACKFILL AND FILL

Place acceptable soil material in layers to required grade elevations, for each area classification listed below.

1. In excavations, use satisfactory excavated or borrowed material.

Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, damp-proofing, waterproofing, and perimeter insulation.
2. Removal of trash and debris.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

Placement and Compaction: Place backfill and fill materials in layers not more than 6" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or that contain frost or ice.

Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit to approximately same elevation in each lift.

MAINTENANCE

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where landscape / turf areas are disturbed by subsequent construction operations or adverse weather, scarify surface, rip, re-shape, and compact to required density prior to further construction.

Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

DISPOSAL OF EXCESS AND WASTE MATERIALS

Removal from City's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off City's property. Rock from screening operations may be buried in berm areas but shall not be located within 24" of finish grade.

PROJECT CONDITIONS

Traffic: Conduct site clearing operations to ensure minimum interference with existing trail. Do not close or obstruct the trail without permission from the Parks Department.

Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place.

SITE CLEARING

Remove trees, shrubs, grass and other vegetation, improvements, or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes digging out and disposing of stumps and roots off-site.

Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to remain.

1. Completely remove stumps, roots, and other debris protruding through ground surface.
2. Use only hand methods for grubbing inside drip line of trees indicated to remain.

DISPOSAL OF WASTE MATERIALS

Burning on City's Property: Burning is not permitted on City's property.

Removal from City's Property: Remove waste materials from City's property. All waste material shall be taken to an approved site. No material shall be buried on site unless approved by the Parks Director.

**T.H.2:
SPECS FOR TRAIL APPROACH**

GENERAL This work consists of reconstructing the existing entrance at East Tubbs Hill Park marked location STA 10+00 in the engineering drawings, to location STA 11+00. The trail must conform to all the standards and specifications set forth in this document. This work will be done to reduce the slope of the trail entrance. The trail will be re-routed along the slope of the hill to the west. The center line for the new trail approach will be pre-marked by the parks department.

MATERIALS The material to be used will be the dirt and earth removed from Tubbs Hill during other parts of this project. If there is not sufficient materials on site, material from outside the project can be brought in.

WORKMANSHIP

- The trail will be re-routed along the slope of the hill to the west.
- The center line for the new trail approach will be pre-marked by the parks department.
- As per the engineering drawings the new approach will begin at elevation 2136.43 and end at 2142.93
- The slope of the approach shall not exceed 6%.
- Approximately 50 feet of asphalt will be removed, starting where the new approach begins and continuing south towards Tubbs Hill. No portion of asphalt from the original approach shall be left to be covered by fill.
- The grade of the fill from the trail edges is specified in the cross sections of the engineering drawings.

**T.H.3:
SPECS FOR TRAIL SURFACE**

GENERAL This work consists of reconstructing the existing surface of the trail so the surface is relatively smooth, firm and stable. Removal of rocks, roots, holes or any other obstacle is required.

WORKMANSHIP

- Any tread obstacles shall not exceed 2 inches maximum in height.
- The surface of the trail is to be very firm and stable.
- The means and materials used to establish accessible exterior surfaces are plentiful. Crushed stone, fines, packed soil, and other natural materials can provide a firm and stable surface. Natural materials bonded with synthetic materials can provide the required degree of stability and firmness.

Table A Calculation and Classification	
Firmness Classification	Amount of Penetration
Very Firm	0.3 inches or less
Moderately Firm	Greater than 0.3 inches and less than 0.5 inches
Not Firm	Greater than 0.5 inches
Stability Classification	Amount of Penetration
Stable	0.5 inches or less
Very Stable	Greater than 0.5 inches and less than 1.0 inch
Not Stable	Greater than 1.0 inch

The following test methodology is based on a preliminary test procedure for the measurement of surface firmness and stability which is one of the ways that firmness and stability can be measured. For more information, consult the “Accessible Exterior Surfaces Technical Report” available through the Access Board. (www.access-board.gov)

The recommended test equipment for determining firmness and stability on outdoor surfaces is the rotational penetrometer, a device consisting of three main components: penetrator, frame, and reference base. The penetrator consists of an 8 by 1 inch (20 cm by 3 cm) pneumatic caster and a means to press the caster into the surface with a known force. The frame is an attachment to the reference base that provides a means for allowing the penetrator to move freely, perpendicular to the reference base. The reference base is a flat, rigid, surface used to position and anchor the testing equipment relative to the test surface. It has an area through which the penetrator can pass and rotate freely without hindering the movement of the surface material being tested or interfering with the test results. The reference base may also provide a platform for the device operator during testing. The rotational penetrometer is instrumented with a method to measure the amount of vertical displacement of the penetrator into the test surface.

To test surface firmness and stability, the rotational penetrometer is placed on the surface to be tested. A person stands on the reference base of the rotational penetrometer to stabilize its position during testing. The penetrator is lowered onto the test surface and an initial vertical displacement measurement is taken. A load of 44 + 1 pound (20 + 0.5 kg) is applied to the penetrator and then a second measurement of the amount of vertical displacement is completed. Then, with the load still applied, the penetrator caster is rotated through four 90 degree rotations about an axis perpendicular to the surface, alternating the direction of rotation (clockwise, counter-clockwise) after each 90 degree rotation. The final amount of vertical displacement is then measured. This test procedure is repeated on the same surface in a different test area until a total of five trials have been completed.

*Trail Improvements on East Side Trail of Tubbs Hill
Coeur d’Alene, Idaho*

**T.H.4:
SPECS FOR SLOPE AND GRADE**

GENERAL This work consists of reconstructing the grade and slope of the existing surface of the trail. This will be accomplished using cut and fill.

WORKMANSHIP

- The cross slope of the trail shall not exceed 2%.
- The running slope of a trail shall not exceed 10% anywhere in this project. When the slope is between 0 and 5%, the distance of the trail between level landings is unlimited. When the slope is between 6 and 8%, the maximum distance between level landings is 200 feet. When the slope is between 9 and 10%, the maximum distance between level landings is 30 feet.

**T.H.5:
SPECS FOR TRAIL WIDTH AND LEVEL LANDINGS**

GENERAL This work consists of widening the trail to required specifications and constructing 'level landings' at specific locations identified in the engineering drawings. Level landings serve two purposes: they act as an area where two people in wheelchairs or with strollers can pass each other and they act as a slope break where users can rest when the slope of the trail exceeds 5%.

WORKMANSHIP

- The clear trail tread width is to be 36 inches minimum
- Passing Spaces or 'level landings' shall be 60" in length by 60" wide. They must not exceed 5% sloop in any direction.

The locations of the level landings are specified in engineering drawings.

Landing 1 is located at STA 11+77.50
Landing 2 is located at STA 15+36.37
Landing 3 is located at STA 17+59.32
Landing 4 is located at STA 17+93.23 this landing is 60" long by minimum 36" wide
Landing 5 is located at STA 18+27.29 this landing is 60" long by minimum 36" wide
Landing 7 is located at STA 18+97.50
Landing 8 is located at STA 23+16.50

- Wherever a rocky outcropping prevents widening of the trail, removing the existing rock is required.
 - Removing existing rocky outcrops must be done by chipping or breaking the rock using hand, power tools or equipment. Blasting is not an option.

**T.H.6:
SPECS FOR RETAINING WALLS**

GENERAL This work consists of building natural looking retaining walls specified in the engineering drawings.

MATERIALS

- Materials for the retaining walls must be made out of rock and have the appearance of rock found on Tubbs Hill. Material must be approved by the Parks Director.
- Boulders must be 2' to 3' diameter, be solid and laid in a tight fit.
- A geotextile fabric is to be laid between the retained soil and the drain rock.
- The drain rock will be ¾" clean stone and will be laid between the geotextile fabric and the rock boulders.
- The leveling base will be placed below the boulders and shall be ¾" minus
- The slope of the wall shall be at a 3 to 1.

WORKMANSHIP

There are two retaining walls specified in the engineering drawings.

- Reconstructing the 43 foot retaining wall located near the trail entrance at STA 11+44.88 to STA 11+87.78.
- Construction of a new 30 foot retaining wall at location 15+65.44 to 15+95.
- Both walls are to be constructed 3 feet high.

**T.H.7:
SPECS FOR CATCH BASINS AND DRAINAGE PIPE**

GENERAL This work consists of resetting/replacing existing catch basins and drainage pipes; installing new catch basins and drainage pipes in locations specified in the engineering drawings.

MATERIALS

DRAIN / CATCH BASINS & INLINE DRAINS

Size as indicated on plans.

Catch Basin – ‘Nyloplast’ 9” x 9” or approved equal.

Drain Pipe – 6’ x 4” in length and diameter. One foot of cover, minimum.

WORKMANSHIP

Reset/Replace Catch Basins and drainage pipes at the following locations indicated in the engineering drawings:

STA 11+70.69
STA 11+90.29
STA 12+80.92
STA 12+91.21

Install new Catch Basins and drainage pipes at the following locations indicated in the engineering drawings:

STA 13+70.00
STA 17+32.71
STA 21+75.00
STA 22+75.00
STA 24+00.00

CATCH BASIN & DRAINAGE LINE INSTALLATION

- Place and compact backfill in 6” lifts.
- Bring drain up to proper grade.
- Provide positive drainage to the drain.
- Drain pipe must have a minimum of 1 foot of coverage.

**T.H.8:
SPECS FOR SILT FENCING AND FIBER ROLLS**

GENERAL This work consists of installing silt fencing and fiber rolls in specified areas to intercept run-off and prevent sediment from entering the lake.

MATERIALS
SILT FENCING

Description:

- A silt fence is a temporary sediment barrier consisting of a filter fabric stretched and attached to supporting posts. Wire fence backing is necessary with several types of filter fabric commonly used. Silt fences assist in sediment control by retaining some of the eroded soil particles and slowing the runoff velocity to allow particle settling.

Applications:

- Silt fences can be used near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. The fences should remain in place until the disturbed area is permanently stabilized.
- Silt fences can also be used along the toe of fills, on the downhill side of large through-cut areas, along streams, and at natural drainage areas to reduce the quantity of sediment and to dissipate flow velocities to downstream areas.
- Also use at grade breaks on cut/fill slopes and above interceptor dikes.
- The silt fence should be constructed after the cutting and slashing of trees and before excavating haul roads, fill benches, or any soil disturbing construction activity in the drainage areas.

Limitations:

Drainage area – 1 ac./100 ft	Maximum slope – 33%
Minimum bedrock depth – 2 ft	Minimum water table – 2 ft
NRCS soil type - ABCD	Freeze/thaw – good
Drainage/flood control – no	

Silt fences should not be used where there is a concentration of water in a channel or drainageway or where soil conditions prevent the minimum fabric toe-in depth or minimum depth for installation of support posts. If concentrated flow occurs after installation, take corrective action by placing rock berms or other corrective measures in the areas of concentrated flow.

Targeted Pollutants

Design Parameters: Sediment

- Maximum allowable slope lengths contributing runoff to a silt fence are listed in Table 36-1 below.
- Maximum drainage area for overland flow to a silt fence should not exceed 0.5 ac. per 100 ft of fence.
- Design computations are not required. All silt fences should be placed as close to the contour as possible, and the area below the fence should be undisturbed or stabilized.
- A detail of the silt fence should be shown on the plan, and contain the following minimum requirements:
 - The type, size, and spacing of fence posts
 - The size of woven wire support fences
 - The type of filter cloth used
 - The method of anchoring the filter cloth
 - The method of fastening the filter cloth to the fencing support
- Where ends of filter fabric come together, they should be overlapped, folded and stapled to prevent sediment bypass.
- Materials:

- Silt Fence Fabric: The fabric should meet the specifications in Table 36-2 below, unless otherwise approved by the appropriate erosion and sediment control plan approval authority. Such approval does not constitute statewide acceptance. Statewide acceptability depends on in-field and/or laboratory observations and evaluations.
- Fence Posts (for fabricated units): The length should be a minimum of 36 in. long. Wood posts will be of sound quality hardwood with a minimum cross sectional area of 3.0 square in.. Steel posts will be standard “T” and “U” section weighing not less than 1 pound per linear ft.
- Wire Fence (for fabricated units): Wire fencing should be a minimum 14.25 gage with a maximum 6 in. mesh opening, or as approved.
- Prefabricated Units: Envirofence or approved equal may be used in lieu of the above method providing the unit is installed per manufacturer’s instructions.

Construction Guidelines:

- Posts should be spaced 10 ft apart when a wire mesh support fence is used and no more than 6.5 ft apart when using extra-strength filter fabric (without a wire fence). The posts should extend at least 16 in. into the ground.
- If standard strength filter fabric is to be used, fasten the optional wire mesh support fence to the upslope side of the posts using heavy duty wire staples, tie wires, or hog rings. Extend the wire mesh support to the bottom of the trench. The filter fabric should then be stapled or wired to the fence.
- Extra strength filter fabric does not require a wire mesh support fence. Staple or wire the filter fabric directly to the posts.
- Do not attach filter fabric to trees.
- Where joints in the fabric are required, splice it together only at a support post, with a minimum 6 in. overlap, and securely seal the joint.
- Embedded filter fabric should extend in a flap that is anchored by backfill, to prevent fabric from pulling out of ground.

Maintenance:

Silt fences should be inspected periodically for damage (such as tearing by wind, animals, or equipment) and for the amount of sediment that has accumulated. Remove the sediment when it reaches one-half the height of the silt fence. In situations where access is available, machinery can be used.

Otherwise, the silt should be removed manually. The following are key elements to remember:

- The sediment deposits should be removed when heavy rain or high water is anticipated.
- The sediment deposits should be placed in an area where there is little danger of erosion
- The silt fence should not be removed until adequate vegetative growth ensures no further erosion of the slopes. Generally, the fabric is cut at ground level, the wire and posts are removed, then the sediment is spread, seeded, and protected (mulched) immediately.

Table 36-1. Maximum Allowable Slope Lengths

Slope Steepness	Maximum Slope Length (Feet)
2:1	50
3:1	75
4:1	125
5:1	175
Flatter than 5:1	200

Table 36-2. Filter Fabric Specifications

Fabric Properties	Value	Minimum Acceptable Test Method
Grab Tensile Strength (lbs)	90	ASTM D1682
Elongation at Failure (%)	50	ASTM D1682
Mullen Burst Strength (PSI)	190	ASTM D3786
Puncture Strength (lbs)	40	ASTM D751 (modified)
Equivalent Opening Size	40-80	US Std Sieve CW-02215
Ultraviolet Radiation Stability %	90	ASTM-G-26

FIBER ROLLS

Description:

- A fiber roll (wattle/compost-filled socks) consists of straw, flax, or other similar materials bound into a biodegradable tubular plastic or similar encasing material. When fiber rolls are placed at the toe and on the face of slopes, they intercept runoff, reduce its flow velocity, release the runoff as sheet flow, and provide removal of sediment from the runoff. By interrupting the length of a slope, fiber rolls can also reduce erosion.

Applications:

- Along the toe, top, face, and at grade breaks of exposed and erodible
- slopes to shorten slope length and spread runoff as sheet flow
- At the end of a downward slope where it transitions to a steeper slope
- Along the perimeter of a project
- As check dams in unlined ditches
- Down-slope of exposed soil areas
- Around temporary stockpiles
- As temporary curbs for conveying water to catch basins and pipe slope drains
- For catch basin protection

Limitations:

Drainage area – N/A	Maximum slope – See Design Parameters
Minimum bedrock depth – N/A	Minimum water table - N/A
NRCS soil type - ABCD	Freeze/thaw – good
Drainage/flood control – yes	

- Fiber rolls are not effective unless trenched.
- Fiber rolls at the toe of slopes greater than 5:1 (H:V) should be a minimum of 20 in. diameter or installations achieving the same protection (i.e., stacked smaller diameter fiber rolls, etc.).
- Difficult to move once saturated.
- If not properly staked and trenched in, fiber rolls can be transported by high flows.
- Fiber rolls have a very limited sediment capture zone.
- Fiber rolls should not be used on slopes subject to creep, slumping, or landslide.

Targeted Pollutants

Design Parameters: Sediment

Locate fiber rolls on level contours spaced as follows:

- Slope inclination of 4:1 or flatter: Fiber rolls should be placed at a maximum interval of 20 ft.
- Slope inclination between 4:1 and 2:1: Fiber rolls should be placed at a maximum interval of 15 ft (A closer spacing is more effective.).
- Slope inclination 2:1 or greater: Fiber rolls should be placed at a maximum interval of 10 ft (A closer spacing is more effective.).

Construction Guidelines:

- Fiber rolls should be either prefabricated rolls or rolled tubes of erosion control blanket. Field rolled fiber roll is assembled by rolling the length of erosion control blanket into a tube of minimum 8 in. diameter and binding the roll at each end and every 4 ft. along the length of the roll with jute-type twine.
- Turn the ends of the fiber roll up slope to prevent runoff from going around the roll.
- Stake fiber rolls into a 2 to 4 in.-deep trench with a width equal to the diameter of the fiber roll. Drive stakes at the end of each fiber roll and spaced 4 ft. maximum on center. Use wood stakes with a nominal classification of 0.75 x 0.75 in. and minimum length of 24 in.
- If more than one fiber roll is placed in a row, the rolls should be overlapped, not abutted.

WORKMANSHIP

SILT FENCE

Install silt fence at the four locations indicated in the engineering drawings by a yellow line broken with the symbol SX. Locations will be confirmed on-site with the Parks Department.

- 1st location is 85 linear feet starting at STA 10+00.00
- 2nd location is 50 linear feet starting near STA 11+44.80
- 3rd location is 40 linear feet starting near STA 15+65.00
- 4th location is 80 linear feet starting near STA 17+30.00

FIBER ROLLS

Install fiber rolls at the five locations indicated in the engineering drawings by a yellow arc. Locations will be confirmed on-site with the Parks Department.

- 1st location is 25 linear feet stacked two high starting near STA 12+70.00
- 2nd location is 10 linear feet stacked two high starting near STA 13+65.00
- 3rd location is 10 linear feet stacked two high starting near STA 21+70.00
- 4th location is 10 linear feet stacked two high starting near STA 22+70.00
- 5th location is 10 linear feet stacked two high starting near STA 23+90.00

**T.H.9:
SPECS FOR HYDROSEEDING**

GENERAL This work consists of spraying Hydroseed on any disturbed areas near the edge of the trail. This will prevent erosion and help re-establish native grasses and vegetation as well as turf grass where appropriate.

SUMMARY

- Work in this section consists of furnishing all seed, labor, equipment and performing all operations in connection with finish grading of topsoil or equivalent and preparation thereof to receive seed and maintenance and protection of all planting areas.
- All disturbed areas within the construction limits shall be seeded.
- All seeding operations are scheduled to occur no later than September 15, 2013 or in the spring of 2014 at the earliest practical time as determined by Parks Department and following final coverage test for irrigation.

QUALITY ASSURANCE

- Qualifications of Workmen: Provide at least one person who shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed, the best methods for their installation, and who shall direct all work performed under this section.
- SUBMIT SEED AND FERTILIZER TAGS TO THE PARKS DEPARTMENT FOR REVIEW PRIOR TO SEEDING TO ASSURE CONFORMANCE AND PROPER MIXES.

PRODUCT HANDLING

- Protection: Upon delivery of seed to the work site, use all means necessary to protect and maintain the seed before, during, and after installation and to protect the installed work and materials of all other trades.
- Replacements: In the event of rejection of the seed, immediately make all replacements necessary to the approval of the Parks Department.
- Notice to Proceed: The Contractor shall not proceed with seeding operations until fine grading is approved, and the irrigation system has been tested and approved for proper coverage by the Parks Department.

SUBMITTALS

- Seed Tags: Submit one (1) tag for each bag of seed.
- Fertilizer Tags: Submit one (1) tag for each bag used.

MATERIALS

All grass seed shall be:

- Free from noxious weeds and re-cleaned.
- Grade A recent crop seed.
- Treated with appropriate fungicide.
- Delivered to the site in sealed containers with dealer's guaranteed analysis.

Tubbs Hill native grass mix shall be chosen from the following

- Dura-Turf
 - 15% Canada Bluegrass
 - 20% Hard Fescue
 - 15% Sheep Fescue
 - 25% Chewings Fescue
 - 25% Creeping Red Fescue
- Eco-Turf
 - 25% Hard Fescue
 - 15% Sheep Fescue

*Trail Improvements on East Side Trail of Tubbs Hill
Coeur d'Alene, Idaho*

- 30% Chewings Fescue
- 30% Creeping Red Fescue
- Kootenai County Roadside Mix
 - 10% Sodar Streambank Wheatgrass
 - 10% Canada Bluegrass
 - 25% Hard Fescue
 - 25% Sheep Fescue
 - 30% Creeping Red Fescue

Turf grass seed mix shall be the following:

- Sports Mix to be % by weight:
 - 40% Chipshot Perennial Ryegrass
 - 30% Parkland Kentucky Bluegrass
 - 15% Superblue Kentucky Bluegrass
 - 15% Baron Kentucky Bluegrass

All seed used shall meet the following minimum standards:

- Purity 94%
- Germination 88%
- Weed Content 0.35%

Mulch: all mulch shall be decomposed, stabilized and fortified, treated (nitrolized) wood products with no more than one (1) percent nitrogen after treatment.

Hydro mulch: Silva Fiber or equal.

FERTILIZER

Fertilizer to be spread on areas to be seeded shall be commercially prepared and shall contain percentages by weight of nitrogen, phosphorus, potassium, and sulfur according to a soils test.

Commercial fertilizer shall be complete, uniform in composition, dry and free flowing. The fertilizer shall be delivered to the site in the original waterproof containers, each bearing the manufacturer's statement of analysis.

Special Protection: If stored at the site, protect fertilizer from the elements at all times.

Topsoil: Topsoil shall be available onsite, stockpiled from rough grading operations. The general contractor shall be responsible for placement of all topsoil or equivalent to rough grades.

Landscape/seeding contractor shall be responsible for finish grades of all areas receiving top soil mix to support seeding and inspect the site prior to seeding operations to confirm fine grades meet seeding/sod requirements.

- Onsite topsoil must meet all requirements of specifications related to imported topsoil. See Section 312100 Finished Grading for instruction on soil amendments and ratio.
- General Contractor shall verify that quantities of onsite topsoil mix are adequate as specified.

WORKMANSHIP

SURFACE CONDITIONS

Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

Verify that seeding may be completed in accordance with the original design and the referenced standards. Immediately notify the Parks Department of any delays that may affect final seeding operations or completion dates.

Discrepancies:

- In the event of discrepancy, immediately notify the Parks Department.

- Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

EQUIPMENT

The seeder must be a Brillion Landscape Seeder or an approved equal for turf grass seeding.

Equipment for the earthwork preparation must be standard landscape equipment normally used for seed bed preparation. Do not use equipment that will over compact soils.

SOWING GRASS

Preparation

- Seed bed preparation shall pertain to the preparation of the surface of the ground to receive the seed. The ground shall be hand or machine raked so as to remove all debris, clods, stones, or other foreign matter larger than 1/2 inch, to a depth of 4 inches.
- Such debris, clods, rocks, and other material so removed shall be disposed of off the immediate property. Seed bed preparation shall not commence until the moisture conditions make the ground area and soil friable.
- If there has been a time lapse between the placement of topsoil or equivalent and seeding operations to allow it to become settled and compacted on the surface, the area to be planted with seed shall be thoroughly harrowed, worked to a depth of 4 inches so as to provide a surface of such condition that it will allow hand raking and application of the seed in compliance with these specifications.
- Where soil tests show that existing topsoil mix is satisfactory, a seed bed shall be prepared by scarifying to a depth of at least three (3) inches and dragging to a smooth surface. Where existing soil is caliche type, it shall be excavated to a depth of six (6) inches, removed from the site, and replaced with acceptable topsoil or equivalent. Irregularities in the surface shall be leveled before seeding operation commences.
- After raking, roll entire area in two directions at approximate right angles with a water ballast roller weighing 100 to 300 pounds. Any irregularities that develop shall be reraked, scarified for bond, and rolled again until the area is true and uniform and free from lumps or depressions. Water shall be applied to surface whenever necessary to insure proper working of soil. No heavy objects except lawn rollers shall be taken over these areas. Grade and compaction must be approved by the Parks Department.
- All areas must be finish graded, meeting all adjoining paved or turfed surfaces. See detail sheets.

Fertilizer

- Application of fertilizer will be in 3 stages. Prior to application of seed, fertilizer shall be applied at the rate of 10 lbs/100 S.F. The 2nd application will follow 1 month after the seed is applied at a rate of 7.5 lbs/1000 S.F. and the 3rd application will follow another month later at a rate of 7.5 lbs/1000 S.F.
- Sprinkle immediately after initial application of the fertilizer with a fine spray until ground is thoroughly saturated, with particular care to avoid runoff on sloping areas.

Sowing

- Immediately prior to the seeding operation, the soil shall be loose to a depth of at least 1" and free from material as specified. If soil is too loose or dry for good handling, it should be moistened and rolled lightly.
- The seed mix must be applied at the rate of 3 pounds per 1000 square feet (130 pounds per acre).
- The surface layer of soil must be kept damp by frequent light watering with a fine spray during germination period after seeding and until the young plans are rooted firmly.

Mulching: The wood cellulose fiber mulch must be applied at the rate of 35 to 40 pounds, dry weight, per 1000 square feet. The amount of water used for the amount of dry weight fiber must be recommended by the manufacturer of the fiber.

Lightly roll all areas and thoroughly water with a fine spray. Seed shall then be kept continually moist by watering as often as required.

Any areas that do not root properly shall be re-planted at 10-day intervals until an acceptable stand of grass is obtained.

Protection: Protect all seeded areas by erecting temporary fences, barriers, signs, etc. as necessary to prevent trampling. They shall remain in place through the winter months until May 31 of the year following seed installation, unless other arrangements are made with the Parks Department.

Maintenance

- All seeded areas seeded prior to October 1, 2013 shall be maintained by contractor until a full and uniform 100% 2" weed-free stand of grass is achieved as interpreted by the Parks Department. All seeding that occurs in the Spring of 2014 will be maintained by the Owner.
- Provide one (1) application of broadleaf specific herbicide at the appropriate time to control invasive weeds. Additional applications may be required at the direction of the Parks Department prior to acceptance of 2013 seeded areas.
- Perform a minimum of one cutting in the Fall and maintain into the Spring or until acceptance is achieved.

CONTRACT

THIS CONTRACT, made and entered into this 4th day of November, 2014, 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 **TRIO CONSTRUCTION, 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 6991 Spirit Lake Cut Off, Priest River, Idaho 83856, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Trail Improvements on East Side Trail of Tubbs Hill** according to plans and specifications attached hereto as **Exhibit 1**, which plans and specifications 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 plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore 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 City Trails Coordinator, 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 insureds 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. 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 Workman'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 coverage's 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 amount of the contract shall not exceed Forty Nine Thousand Nine Hundred Ninety-Eight Dollars and 00/100 (\$49,998.00).

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.

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 time limits, November 6th 2014 through June 30th, 2015, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred Dollars and No/100 (\$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.

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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Exhibit 2**, 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 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 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.

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:
TRIO CONSTRUCTION, INC.**

Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

Exhibit 2

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: 10/22/2014

FROM: Monte McCully, Trails Coordinator

SUBJECT: Prairie Trail Engineering Contract Approval

DECISION POINT:

The Parks and Rec Department asks the General Services Committee to recommend to City Council that the City enter into a contractual agreement with Welch/Comer Engineering to develop a conceptual design and cost estimate for the Prairie Trail grade separated crossing.

HISTORY:

The Belle Terra subdivision, formerly known as Aspen trails, is developing a residential neighborhood near Atlas Road. Part of the requirement for this sub-division is the extension of Hanley Avenue across the Prairie Trail to Huetter Road when the development reaches a certain capacity. We estimate that point to be two to three years out. The Parks and Recreation Department and the Centennial Trail Foundation strongly believe a grade-separated crossing for the Prairie Trail is a safer option for trail users as we believe both the road and the trail will have a high volume of use at build out. The Parks and Rec department will be looking for funding to build this tunnel.

FINANCIAL ANALYSIS:

In order to obtain grants to build this tunnel the department will need an engineer's estimate on the cost of the tunnel. The cost to engineer this project is \$5,000 to be paid out of the streets impact fees.

PERFORMANCE ANALYSIS:

A grade-separated crossing at this location will provide a safe corridor for bikes and pedestrians from this neighborhood to schools, parks, and commercial businesses to the south. The Prairie Trail is also a corridor via the Centennial Trail connection to the waterfront and downtown Coeur d'Alene.

DECISION POINT RECOMMENDATION:

The Parks and Rec Department asks the General Services Committee to recommend to City Council that the City enter into a contractual agreement with Welsh/Comer Engineering to develop a conceptual design and cost estimate for the Prairie Trail grade separated crossing.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this ____ day of September 2014, between **CITY OF COEUR D'ALENE, IDAHO**, hereinafter referred to as the "CLIENT" and **WELCH, COMER & ASSOCIATES, INC.**, an Idaho corporation, hereinafter referred to as "ENGINEER."

WHEREAS, the CLIENT intends to have ENGINEER provide an alternatives analysis for the Prairie Trail Pedestrian/Bicycle Crossing at Hanley Avenue, hereinafter referred to as the PROJECT; NOW THEREFORE, the CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to ENGINEER all criteria and full information as the CLIENT'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

The CLIENT will furnish to ENGINEER as required for performance of ENGINEER'S services, data prepared by or services of others, if available, including, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, surveys of record, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations as may be available, all of which may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER will perform the following:

STUDY & REPORT PHASE SERVICES

Pedestrian/Bicycle Crossing Alternatives Analysis

Provide an Alternatives Analysis and Opinion of Cost for the following alternatives:

- A. Tunnel under Hanley Ave and the future Carrington Lane.
- B. Bridge over Hanley Ave and the future Carrington Lane.
- C. Grade-separated crossing over Hanley Ave with at-grade crossing over Carrington Lane.

Tasks

Perform the following tasks to develop the alternatives and associated costs.

- A. Perform site visit to evaluate grades and constraints.
- B. Perform underground utility research.
- C. Contact specialty contractors and suppliers to obtain cost information, specific concerns, and overall feasibility of Alternatives.
- D. Coordinate with the City Engineer to understand constraints and other requirements.
- E. Develop three (3) Alternatives, costs, and general conceptual drawings to illustrate layouts. Conceptual elevation data will be obtained from City GIS (if available) or Google Earth.
- F. Attend up to two (2) meetings with the City to review Alternatives.
- G. Refine Alternatives based on City input.
- H. Attend one (1) meeting with the Developer to review Alternatives.

Deliverables

Provide the following deliverables to the City:

- A. Written descriptions of the developed alternatives with advantages/disadvantages of each.
- B. Plan view of each alternative to generally demonstrate the conceptual design.
- C. Opinion of cost for each alternative, based on information received from specialty contractors and suppliers.

Welch, Comer & Associates, Inc.

BASIS OF FEE AND BILLING SCHEDULE

The CLIENT will pay ENGINEER for their services and reimbursable expenses as follows:

For Basic Services having a Determined Scope-Lump Sum Method of Payment. CLIENT shall pay ENGINEER for the services identified herein the following Lump Sum amounts for each phase:

Study/Report Phase Services \$5,000

- 1. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are EXCLUDED from the above.
- 2. The portion of the Lump Sum amount billed for ENGINEER’s services will be based upon ENGINEER’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE TERMS AND CONDITIONS, INCLUDING RISK ALLOCATION, ATTACHED TO THIS AGREEMENT ARE HEREBY INCORPORATED. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF COEUR D’ALENE, IDAHO

WELCH, COMER & ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 710 E. Mullan Avenue
Coeur d’Alene, ID 83814

Address: 350 E. Kathleen Avenue
Coeur d’Alene, ID 83815

Phone: (208) 769-2270

Phone: (208) 664-9382

Fax: (208) 769-2284

Fax: (208) 664-5946

E-mail: wwilson@cdaid.org

E-mail: cbosley@welchcomer.com

PM’s Approval _____

TERMS AND CONDITIONS

GENERAL

ENGINEER shall provide for CLIENT professional engineering and/or land surveying services in all phases of the Project to which this Agreement applies. These services will include serving as CLIENT'S professional engineering or land surveying representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the Intended use of the Project and makes no other **WARRANTY EITHER EXPRESSED OR IMPLIED**.

ENGINEER shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by ENGINEER. ENGINEER has not been retained to supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

In soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals. ENGINEER will coordinate this work in accordance with generally accepted practice of the professional services being provided and makes no other **WARRANTIES EXPRESSED OR IMPLIED**, or as to the professional advice furnished by others.

Resetting of survey and/or construction stakes shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided in this Agreement.

OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses arising out of or resulting therefrom.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of ENGINEER.

SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and ENGINEER and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party.

TIMES OF PAYMENTS

ENGINEER shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due ENGINEER for services and expenses within ten (10) days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said tenth day, and in addition, ENGINEER may, after giving ten days' written notice to

CLIENT suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

FEES

The total fee, unless specified as a lump sum or fixed price amount, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Overtime cumulative hours charged to the project by each class of the ENGINEER's employees shall be billed at the Standard Hourly Rate multiplied by a factor of 1.5 for each applicable billing class for the services performed. Owner will be notified prior to overtime hours being expended.

Reimbursable expenses and consultant charges, if any, shall be the costs actually incurred plus a 15% administrative fee.

SERVING AS A WITNESS

For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding associated with the Project, ENGINEER shall be compensated at the rate of \$1,000 per day or any portion thereof. Compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be the cumulative hours charged to the Project by each class of the ENGINEER's employees billed at the Standard Hourly Rate. Reimbursable expenses and consultant charges, if any, shall be the costs actually incurred plus a 15% administrative fee.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, ENGINEER will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by ENGINEER.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the project and ENGINEER's total fee for services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, ENGINEER's total liability to the CLIENT for all injuries, claims, expenses, damages or claims expenses arising out of this agreement from any cause, shall not exceed the amount of this Agreement or \$50,000, whichever is greater. Such causes include, but are not limited to, ENGINEER's negligence, errors, omissions, strict liability and breach of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or CLIENT's officers, directors, partners, employees, and CLIENT's Consultants with respect to this Agreement or the Project.

HAZARDOUS WASTE AND ASBESTOS

In consideration of the unavailability of professional liability insurance for services involving or related to hazardous waste elements of this Agreement, or for the removal or encapsulation of asbestos, it is further agreed that the CLIENT shall indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court, mediation or arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER related to hazardous waste or asbestos activities.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, ENGINEER, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

**PUBLIC WORKS
STAFF REPORT**

DATE: October 13, 2014

FROM: Tim Martin, Street Superintendent

**SUBJECT: DECLARATION FOR ENTERING INTO RENTAL
AGREEMENT WITH ROWAND MACHINERY**

DECISION POINT: Request Council authorization to enter into the first of 5 year rental agreement with Rowand Machinery

HISTORY:

The 2014-15 budget council had given us authority to enter into this agreement based on a "piggy-back" model used by Idaho Transportation Department. Based on authority we looked at all options and asked for competitive quotes from two local dealers whom both were going to satisfy our needs.

FINANCIAL ANALYSIS:

The legal department has reviewed the bid documents which will include five one year agreements at a cost of \$20,590.99 per year. The interest cost will be at 2.3%. Based on the current quote from Rowand Machinery the General Fund will receive \$28,000.00 in trade in value on the (2) two existing city owned graders.

PERFORMANCE ANALYSIS:

By replacing our older graders which were costing approximately \$13,000.00 per year in annual Repair and Maintenance with machines that would be under a bumper to bumper service and warrantee agreement, will free up mechanics to work on other necessary tasks. We also were able to subtract \$11,000.00 from the Streets Repair and Maintenance line item budget.

DECISION POINT/RECOMMENDATION:

The Council is requested to authorize staff enter into agreement with Rowand Machinery for the Rental of (1) one grader



Lease Schedule

Lease Schedule No.	030-0062804-SAMPLE
Master Lease Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE, , COEUR D ALENE, ID 83814
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2014	JD	672GXDW	MOTOR GRADER	TBD	1	\$237,500.00

Equipment Location	710 E MULLAN AVE, COEUR D ALENE, ID, 83814	OUTSIDE city limits: <input checked="" type="checkbox"/>	KOOTENAI COUNTY
---------------------------	--	--	-----------------

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
11/01/2014	12/01/2019	5	\$20,602.73	\$0.00	\$20,602.73
		1	\$156,000.00	\$0.00	\$156,000.00

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1 st Payment Due Date	Billing Period	Advance Lease** Payment	\$20,602.73
01	11/01/2014	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.



You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule

Lease Schedule No.	030-0062804-SAMPLE
Master Lease Agreement No.	0062804

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE, ID 83814	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
Date: 	_____	Date: _____	_____

SAMPLE DOCS- DO NOT SIGN

SAMPLE




Amortization Schedule


Lease Schedule No.	030-0062804-SAMPLE
Master Lease-Purchase Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE, COEUR D ALENE, ID 83814				
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600				
Nominal Annual Rate:	2.30%				
Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
Lease	11/01/2014				237,508.00
1	11/01/2014	20,602.73	0.00	20,602.73	216,905.27
2	12/01/2014	0.00	415.73	415.73-	217,321.00
3	01/01/2015	0.00	416.53	416.53-	217,737.53
4	02/01/2015	0.00	417.33	417.33-	218,154.86
5	03/01/2015	0.00	418.13	418.13-	218,572.99
6	04/01/2015	0.00	418.93	418.93-	218,991.92
7	05/01/2015	0.00	419.73	419.73-	219,411.65
8	06/01/2015	0.00	420.54	420.54-	219,832.19
9	07/01/2015	0.00	421.34	421.34-	220,253.53
10	08/01/2015	0.00	422.15	422.15-	220,675.68
11	09/01/2015	0.00	422.96	422.96-	221,098.64
12	10/01/2015	0.00	423.77	423.77-	221,522.41
13	11/01/2015	20,602.73	424.58	20,178.15	201,344.26
14	12/01/2015	0.00	385.91	385.91-	201,730.17
15	01/01/2016	0.00	386.65	386.65-	202,116.82
16	02/01/2016	0.00	387.39	387.39-	202,504.21
17	03/01/2016	0.00	388.13	388.13-	202,892.34
18	04/01/2016	0.00	388.88	388.88-	203,281.22
19	05/01/2016	0.00	389.62	389.62-	203,670.84
20	06/01/2016	0.00	390.37	390.37-	204,061.21
21	07/01/2016	0.00	391.12	391.12-	204,452.33
22	08/01/2016	0.00	391.87	391.87-	204,844.20
23	09/01/2016	0.00	392.62	392.62-	205,236.82
24	10/01/2016	0.00	393.37	393.37-	205,630.19
25	11/01/2016	20,602.73	394.12	20,208.61	185,421.58
26	12/01/2016	0.00	355.39	355.39-	185,776.97
27	01/01/2017	0.00	356.07	356.07-	186,133.04
28	02/01/2017	0.00	356.75	356.75-	186,489.79
29	03/01/2017	0.00	357.44	357.44-	186,847.23
30	04/01/2017	0.00	358.12	358.12-	187,205.35
31	05/01/2017	0.00	358.81	358.81-	187,564.16
32	06/01/2017	0.00	359.50	359.50-	187,923.66
33	07/01/2017	0.00	360.19	360.19-	188,283.85
34	08/01/2017	0.00	360.88	360.88-	188,644.73
35	09/01/2017	0.00	361.57	361.57-	189,006.30
36	10/01/2017	0.00	362.26	362.26-	189,368.56

37	11/01/2017	20,602.73	362.96	20,239.77	169,128.79
38	12/01/2017	0.00	324.16	324.16-	169,452.95
39	01/01/2018	0.00	324.78	324.78-	169,777.73
40	02/01/2018	0.00	325.41	325.41-	170,103.14
41	03/01/2018	0.00	326.03	326.03-	170,429.17
42	04/01/2018	0.00	326.66	326.66-	170,755.83
43	05/01/2018	0.00	327.28	327.28-	171,083.11
44	06/01/2018	0.00	327.91	327.91-	171,411.02
45	07/01/2018	0.00	328.54	328.54-	171,739.56
46	08/01/2018	0.00	329.17	329.17-	172,068.73
47	09/01/2018	0.00	329.80	329.80-	172,398.53
48	10/01/2018	0.00	330.43	330.43-	172,728.96
49	11/01/2018	20,602.73	331.06	20,271.67	152,457.29
50	12/01/2018	0.00	292.21	292.21-	152,749.50
51	01/01/2019	0.00	292.77	292.77-	153,042.27
52	02/01/2019	0.00	293.33	293.33-	153,335.60
53	03/01/2019	0.00	293.89	293.89-	153,629.49
54	04/01/2019	0.00	294.46	294.46-	153,923.95
55	05/01/2019	0.00	295.02	295.02-	154,218.97
56	06/01/2019	0.00	295.59	295.59-	154,514.56
57	07/01/2019	0.00	296.15	296.15-	154,810.71
58	08/01/2019	0.00	296.72	296.72-	155,107.43
59	09/01/2019	0.00	297.29	297.29-	155,404.72
60	10/01/2019	0.00	297.86	297.86-	155,702.58
61	11/01/2019	156,000.00	298.43	155,701.57	1.01
62	12/01/2019	1.00	0.01-	1.01	0.00
Grand Totals		259,014.65	21,506.65	237,508.00	

LESSEE **CITY OF COEUR D'ALENE**
710 E MULLAN AVE,
COEUR D ALENE, ID 83814

By:  _____
SAMPLE DOCS- DO NOT SIGN

Date:  _____

LESSOR **DEERE CREDIT, INC.**
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) 11/01/2014

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. SAMPLE dated 11/01/2014 (the "Master Lease") and Lease Schedule No. SAMPLE dated 11/01/2014 (the "Lease Schedule"), and entered into between CITY OF COEUR D'ALENE ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0062804-SAMPLE
Master Lease Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE, , COEUR D ALENE, ID 83814
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE, ID 83814
By:	_____
	SAMPLE DOCS- DO NOT SIGN
Date:	_____

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	11/01/2014
Total Due:	\$20,602.73

Billing Address:	Updated Billing Information:
CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE, ID 83814	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number:	0062804
--------------------------------	---------

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
11830459	JD	672GX DW	TBD	11/01/2014	\$20,602.73	\$0.00	\$0.00	\$20,602.73

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select “lease” prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax 800-826-9527

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease

Fax to 800-254-0020

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

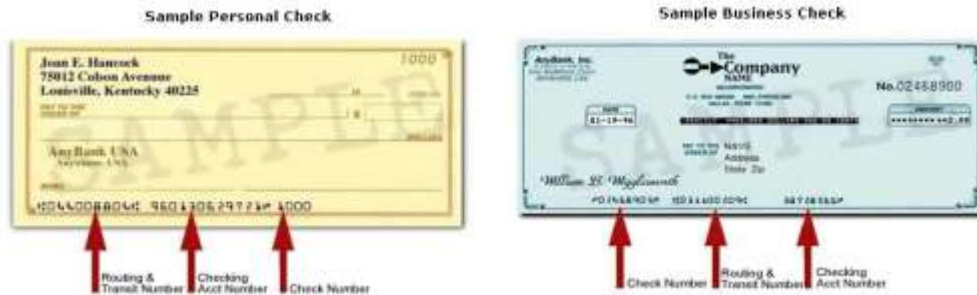
Eligibility

Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name

John Deere Financial Account Number

Bank City & State

Name on John Deere Financial Account

Name on Bank Account

Social Security Number/Federal Tax ID

9 digit Bank Routing and Transit #

Type of Account: Checking Savings

Bank Account Number

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature Date

Bank Account Owner Phone Number



Lease Settlement & Bill of Sale

Lease Schedule No.	030-0062804-SAMPLE
Master Lease Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE, , COEUR D ALENE, ID 83814		
Supplier:	ROWAND MACHINERY COMPANY P.O. BOX 19099, SPOKANE, WA 99219-9099	Dealer No:	17-0880
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		

Please review the following information carefully. This information reflects the credit to your dealership.

1. Selling Price		\$237,500.00
2. Net Trade-In	-	\$0.00
3. Up-front Sales Tax	+	\$0.00
4. Preventative Maintenance - Financed	+	\$0.00
5. Secure/PowerGard - Financed	+	\$0.00
6. Insurance Premium - Financed	+	\$0.00
7. Origination Fee – Financed	+	\$0.00
8. Official/UCC Fees Financed	+	\$8.00
9. Amount Financed (Purchase Price)		\$237,508.00
10. Less: Up-Front Sales Tax Remitted by John Deere Financial	-	\$0.00
11. Less: Insurance Premium Submitted by John Deere Financial	-	\$0.00
12. Less: Origination Fee for John Deere Financial	-	\$0.00
13. Less: Official/UCC Fees for John Deere Financial	-	\$8.00
14. Less: Dealer Reserve (Ag only)	-	\$0.00
15. Less Dealer Subsidy (mandatory program charge)	-	\$0.00
16. Less: Dealer Buy Down (optional)	-	\$0.00
17. Add: Dealer Participation	+	\$0.00
18. Credit to Dealer for Lease		\$237,500.00

Subject to acceptance of the above referenced Schedule by Deere Credit, Inc. ("Deere Credit"), Dealer hereby sells, transfers and assigns to Deere Credit all of Dealer's right, title and interest in and to the Schedule and the equipment described in the Schedule (the "Equipment") for the Purchase Price shown on Line 9. Dealer represents and warrants that (1) the Equipment is free from all security interests, liens, and encumbrances (except those held by Deere & Company or subsidiaries), and (2) the safe operation and proper servicing of the Equipment and the importance of following the instructions in the Operator's Manual were explained to Lessee. All risk of loss to the Equipment shall remain with Dealer until the Equipment is delivered to and accepted by Lessee under the terms of the Schedule. Dealer acknowledges and agrees that (1) Deere Credit's rights, as described in the John Deere Agricultural Dealer Leasing Agreement or the John Deere Construction & Forestry Dealer Leasing Agreement or the John Deere Golf and Turf Equipment Distributor Agreement, to purchase the Equipment may be assigned to John Deere Exchange, LLC or such other parties as Deere Credit may identify from time to time, and (2) regardless of whether Deere Credit assigns these rights, Dealer acknowledges and agrees that the provisions of Section 1.4 of the John Deere Agricultural Dealer Leasing Agreement or the John Deere Construction & Forestry Dealer Leasing Agreement or the John Deere Golf and Turf Equipment Distributor Agreement shall govern Deere Credit's payment of the Purchase Price to Dealer.

By signing below I agree that the proceeds from this lease transaction are accurate and reflect the appropriate credit to my dealership.

DEALER:	ROWAND MACHINERY COMPANY P.O. BOX 19099, SPOKANE, WA 99219-9099
By:	_____
	AUTHORIZED SIGNER/TITLE
Date:	_____

**Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: CITY OF COEUR D'ALENE

Address: 710 E MULLAN AVE, COEUR D'ALENE, ID 83814

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: MUNICIPALITY

Description of Item Being Purchased: _____

2014	JD	672GXDW	MOTOR GRADER	TBD
------	----	---------	--------------	-----

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____



**JOHN DEERE
FINANCIAL**

Master Lease-Purchase Agreement

Agreement No. 0062804

Lessee:	CITY OF COEUR D'ALENE 710 E MULLAN AVE., COEUR D ALENE, ID 83814
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance, and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

2:24:

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

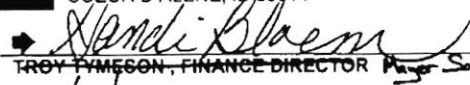
13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

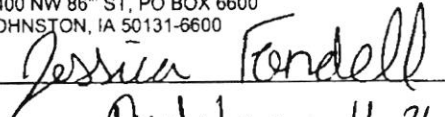
THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE
CITY OF COEUR D'ALENE
 710 E. MULLAN AVE
 COEUR D ALENE, ID 83814

By: 
 TROY FYMESON, FINANCE DIRECTOR

Date: 11/21/13

LESSOR
DEERE CREDIT, INC.
 6400 NW 86th ST, PO BOX 6600
 JOHNSTON, IA 50131-6600

By: 
 Auditor

Title: _____ Date: 11-26-13

RECEIVED

NOV 25 2013

DEERE CREDIT, INC.

2:24:59 PM



**JOHN DEERE
FINANCIAL**

AMENDMENT TO MASTER LEASE-PURCHASE AGREEMENT

This amendment (this "Amendment") amends and supplements that certain Master Lease-Purchase Agreement entered into as of the ~~24~~²⁵ day of November, 2013 (the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor") and **City of Coeur d'Alene** ("Lessee").

RECITALS

WHEREAS, Lessee wishes to amend the certain provisions set forth in the Master Agreement and Lessor is willing to amend said provisions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Master Agreement.

2. Section 2 of the Master Agreement is deleted in its entirety and the following replacement Section 2 is inserted in its place:

"2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally appropriated. In the event you do not appropriate funds at any time during the Lease Term for the Equipment, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were appropriated without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that funds have not been appropriated for the fiscal period."

3. Section 4 of the Master Agreement is amended by replacing subsection (3) thereof with the following:

"(3) endorse your name on remittances for insurance and Equipment sale or lease proceeds sent directly to us."

4. The first paragraph of Section 6 of the Master Agreement is amended by replacing the words "sole loss payee" with the words "loss payee" in subsection (a) thereof.

5. The first paragraph of Section 6 of the Master Agreement is further amended by replacing subsection (b) thereof with the following:

"(b) maintain public liability insurance, covering personal injury and property damage for not less than \$500,000 per occurrence."

6. The fourth sentence in the first paragraph of Section 6 of the Master Agreement is amended by replacing it with the following:

RECEIVED

NOV 25 2013

Page 1 of 3

DEERE CREDIT, INC.

DEALER COPY

11:24:53 PM

"Each insurance policy must provide that the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy."

7. Section 10 of the Master Agreement is amended by replacing subsection (f) thereof with the following:

"(f) apply net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency for the fiscal year payments;"

8. Section 12 of the Master Agreement is amended by replacing subsection (g) thereof with the following:

"(g) your obligations to remit the Lease Payments and other amounts due and to become due under the Lease for the current fiscal year constitute a current expense and not a debt under applicable state law;"

9. Section 12 (e) of the Master Agreement is deleted in its entirety.

10. Section 13 of the Master Agreement is deleted in its entirety and the following replacement Section 2 is inserted in its place:

"13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to your use of the Equipment or the lease by you thereof, including its use, condition (caused by the you) or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims. You will promptly notify us of all Claims made. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term."

11. Each Lease Schedule issued pursuant to the Master Agreement is amended by replacing the last sentence of the unnumbered section captioned "Representations and Warranties" with the following:

"All of Lessee's rights and remedies are contained in the Master Agreement; therefore you waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code."

11. Each Physical Damage/Liability Insurance form issued pursuant to the Master Agreement is amended by replacing subsection (1) in the text directly above the signature line with the following:

"(1) maintain public liability insurance, covering personal injury and property damage for not less than \$500,000 per occurrence, and"

12. The provisions of this Amendment shall be effective as to all Schedules entered into on or after the date set forth below. Except as expressly modified by this Amendment, the terms and conditions of the Master Agreement remain in full force and effect. If there are any conflicts between the provisions of this Amendment and the Master Agreement, the terms of this Amendment shall be controlling. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document.

RECEIVED

NOV 25 2013

DEERE CREDIT, INC.

2:24:59 PM

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ___ day of November, 2013.

DEERE CREDIT, INC.

CITY OF COEUR D'ALENE

By: Jessica Fondell

By: Sandi Bloem

Name: Jessica Fondell

Name: Sandi Bloem

Title: #1 Auditor

Title: City of Coeur d'Alene Mayor

RECEIVED

NOV 25 2013

DEERE CREDIT, INC.

ANNOUNCEMENTS

Memo to Council

DATE: October 28, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointment and re-appointments are presented for your consideration for the November 4th Council Meeting:

CLARE DUMONT	CDA TV COMMITTEE (Appointment/Student Rep)
WOODY MCEVERS	CDA TV COMMITTEE (Reappointment)
MARK BROWNING	CDA TV COMMITTEE (Reappointment)
BRUCE HATHAWAY	CDA TV COMMITTEE (Reappointment)

I have attached the available data sheets.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDA TV Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

October 27, 2014
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Kirk Johnson, IT Network Administrator
Monte McCully, Trails Coordinator
Chief Jim Washko, Fire Department
Keith Erickson, Communications Coordinator
Troy Tymesen, Finance Director
Tim Martin, Street Superintendent

Item 1. Request to surplus a 1986 Brush Truck to Elk River Volunteer Fire Department.
(Consent Calendar)

Councilmember Edinger said Council is being asked to approve the donation of a 1986 Brush Truck to the Elk River Volunteer Fire Department.

Jim Washko, Deputy Fire Chief, noted in his staff report that he was contacted approximately 6 months ago by the Volunteer Fire Chief, Troy Inman of the Elk River VFD, regarding the possibility of finding some used fire equipment for their department, because they only have a \$5000.00 per year budget, all received by fund raising events. So far, I have been able to supply them with a positive pressure ventilation fan and several spray nozzles for their fire hose. I asked the Chief if they were in need of a brush truck and he was ecstatic that I would ask. They are a very rural community near Potlatch, Idaho and wildland fire is one of their top problems and concerns. All they have is a structural firefighting engine which is not very useful for getting into the back country. The brush truck, as it sits, might get \$600 - \$1200 at an auction and would most likely end up on an individual piece of property. I believe it is fiscally responsible for us to donate the brush truck to a community that could use it for the greater good for the greater amount of people. For Elk River VFD fund raising is very difficult and the money they do get is used for insurance and fuel. They said they could spend \$100-\$200 if necessary but I believe a donation shows a greater gesture to helping their community.

MOTION: by Adams seconded by Evans to recommend that Council authorize the donation of the 1986 Brush Truck to the Elk River Volunteer Fire Department. Motion Carried.

Item 2. Contract for Internet Access Service with Intermax Networks.
(Agenda Resolution No. 14-047)

Kirk Johnson, I.T. Net Administrator, is requesting Council approval of the Service Order With Intermax Networks which will provide internet services to all departments within the city. Mr. Johnson noted in his staff report that the City has been using OrbitCom for service for the last several years. The 3 year renewal for service with them is due. We found through competitive quoting that Intermax can provide the same service at a lower price by using City owned fiber for access to the Intermax point of presence at McEuen Pavilion. Mr. Johnson said the estimated savings on a 3-year contract with Intermax are projected to be \$2,6280.00. Our previous contracted month reoccurring cost for internet service with OrbitCom as \$950.00. Our new monthly reoccurring cost with Intermax is \$220.00 There is a one-time setup fee of \$595.00.

Councilmember Adams asked if other providers were given the option to bid on this. Mr. Johnson said the City is in a unique position as over the last couple of years we have been able to build out our fiber network which allows us to cross with other fiber providers, such as Intermax Networks. We also have crossing points with Idaho Regional optical networks at the NIC library. We don't cross networks with OrbitCom anywhere just yet

and with OrbitCom, we've had to pay a local loop charge – transport fee which is on top of the Internet bid. The charge is from their site to our building which adds another \$600 to the month to month charge.

Councilmember Adams asked if we will be using our own fiber or will this be Intermax fiber. Mr. Johnson said we are using our fiber out to the pavilion and then from there Intermax has their own fiber brought in from when they were providing wireless to the park. Because that fiber is there, we don't have to pay to transport out network out to anywhere else.

Councilmember Adams asked how Intermax got sole access to that point. Mr. Johnson said he believes that was granted or gifted to the city with quit a few other items gifted to the city for the McEuen park when it was being built. Councilmember Adams asked who approved that. Mr. Johnson said he is not certain but he believes it was approved by the Parks & Rec Commission and / or the City Council. Councilmember Adams asked if Intermax is former Councilmember Kennedy's company. Mr. Johnson said yes it is.

Councilmember Adams asked that this item be placed under General Services on the Council agenda rather than on the consent calendar.

MOTION: by Evan seconded by Adams to recommend that Council adopt Resolution No. 14-047 approving the Service Order with Intermax Networks for internet services to all departments within the City. Motion Carried.

**Item 3. Amendment to Agreement with XO Communication.
(Consent Resolution No. 14-046)**

Mr. Johnson is requested Council approve an amendment to the Service Orders with XO Communications. Mr. Johnson noted in his staff report that the City has been using XO Communications for telephone service for the last several years. Our 3 year term for telephone service with XO auto-renewed while we were negotiating pricing with a new telephone service provider. We found through competitive quoting that TWTelecom can provide the same service at a lower price. Council has already signed a service order with TWTelecom on Sept 16, 2014. We are currently working on "cutting over" to the new service. Mr. Johnson stated that this service order will change the contract terms with XO from a 3-year auto renewal to a 1-year term with an option to disconnect without penalty. We need to change this contract to month-to-month so we can exit the contract with no early termination fees. The amended contract with XO will incur a 60% rate increase for the duration that the XO service and TW Telecom service overlap while we're migrating. We expect to terminate the XO service by the end of November 2014. The new monthly reoccurring cost with the 60% increase will be \$2596.80. The increased rate will be paid for with savings realized by migrating to TWTelecom. We will not need to amend any budgets to cover the cost of this temporary increase. Estimated savings on a 3-year contract with TWTelecom are projected to be \$21,879.00. Our previous contracted MRC for telephone service with XO was \$1,434.56. Our new MRC with TW Telecom is \$826.79

MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 14-046 approving the Amendment to the Agreement with XO Communications to allow the City to terminate the agreement without early termination fees. Motion Carried.

**Item 4. Contract with Trio Construction for the East Tubbs Accessible Trail Project.
(Consent Resolution No. 14-046)**

Monte McCully, Trail Coordinator, is requesting Council approve a contractual agreement with Trio construction to build the Tubbs Hill East Side Accessible Trail. Mr. McCully noted in his staff report that the Council requested, in May of 2011, that the Parks & Recreation Commission evaluate accessible trails on Tubbs Hill and report back to the council. The P&R commission established an ad-hoc committee comprised of various

interested groups. In January of 2012, the ad-hoc committee recommended that an accessible trail be implemented on the east side of Tubbs Hill. The city obtained a grant in June 2013 to pay for the improvements to the trail and went out to bid in August of 2013. The only bid received came back above the IDPR grant amount of \$36,000. We rejected the bid and in the summer of 2014 and began researching the cost to build this trail from other contractors. The Engineering estimates put the construction costs at \$36,108. The Parks Department applied for and received a Recreational Trail Program grant from the Idaho Department of Parks and Recreation in the amount of \$28,886. The remaining \$7,222 match was to be paid from the Trails Revenue line item in the Parks Capital Improvement Fund. Only one bid was received for this project and it was in the amount of \$49,998 which we rejected due to lack of funds. After getting another estimate in 2014 for over \$100,000, we began looking at the rejected bid again. We received a FERC grant from Avista to be used on trail improvement to cover the remaining \$21,112. After receiving an estimate for trail construction of over \$100,000 we determined the engineers estimate to be below value because of the difficulty and expense in building retaining walls along some portions of the trail. Trio Construction has a relatively inexpensive retaining wall that performs well in natural areas and was well received by the Tubbs Hill Foundation. We decided to enter into a contract with them for the previously agreed on \$49,998.

MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 14-046 approving an agreement with Trio Construction to build the Tubbs Hill East Side Accessible Trail. Motion Carried.

**Item 5. Belle Terra Tunnel Engineering Study.
(Consent Resolution No. 14-046)**

Monte McCully, Trail Coordinator, is requesting Council approve a contractual Agreement with Welch~Comer, Engineers to develop a conceptual design and cost estimate for the Prairie Trail grade separated crossing. Mr. McCully noted in his staff report that the Belle Terra subdivision, formerly known as Aspen trails, is developing a residential neighborhood near Atlas Road. Part of the requirement for this sub-division is the extension of Hanley Avenue across the Prairie Trail to Huetter Road when the development reaches a certain capacity. We estimate that point to be two to three years out. The Parks and Recreation Department and the Centennial Trail Foundation strongly believe a grade-separated crossing for the Prairie Trail is a safer option for trail users as we believe both the road and the trail will have a high volume of use at build out. A grade-separated crossing at this location will provide a safe corridor for bikes and pedestrians from this neighborhood to schools, parks, and commercial businesses to the south. The Prairie Trail is also a corridor via the Centennial Trail connection to the waterfront and downtown Coeur d'Alene. The Parks and Rec Department will be looking for funding to build this tunnel. In order to obtain grants to build this tunnel the department will need an engineer's estimate on the cost of the tunnel. The cost to engineer this project is \$5,000 to be paid out of the streets impact fees.

MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 14-046 approving an agreement with Welch / Comer Engineering to develop a conceptual design and cost estimate for the Prairie Trail grade separated crossing. Motion Carried.

The meeting adjourned at 12:18 p.m.

Respectfully submitted,
Juanita Knight
Recording Secretary

**GENERAL SERVICES
STAFF REPORT**

DATE: Monday October 27th, 2014
FROM: Kirk Johnson – Information Systems Division
SUBJECT: **Intermax Networks Service Contract for Internet Access**

=====

DECISION POINT:

Approval of the Service Order with Intermax Networks. This service order will provide internet services to all departments within the City.

HISTORY:

The City of Coeur d Alene has been using OrbitCom for Internet service for the last several years. Our 3 year renewal for service with OrbitCom is due, and we found through competitive quoting that Intermax can provide the same service at a lower price, by using City owned fiber for access to the Intermax point of presence at McEuen Pavilion.

FINANCIAL ANALYSIS:

Estimated savings on a 3 year contract with Intermax are projected to be \$26,280.00. Our previous contracted monthly reoccurring cost for internet service with OrbitCom was \$950.00. Our new monthly reoccurring cost with Intermax is \$220.00. There is a one-time setup fee of \$595.00.

PERFORMANCE ANALYSIS:

The City of Coeur d Alene needs high speed internet to provide excellent customer service to the citizens of Coeur d Alene.

DECISION POINT/RECOMMENDATION:

Approve the Service Order with Intermax Networks for internet services.

RESOLUTION NO. 14-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN AGREEMENT WITH INTERMAX NETWORKS FOR INTERNET SERVICES TO ALL CITY DEPARTMENTS.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Intermax Service Level Agreement, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" 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 Intermax Service Level Agreement, 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 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 4th day of November, 2014.

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 ADAMS Voted _____

_____ was absent. Motion _____.



INTERMAX SERVICES ORDER FORM

GENERAL CUSTOMER INFORMATION

Employer Identification Number (EIN) _____

Type of Entity Sole Proprietor Partnership LLC Corporation

Tax Exempt Yes No Certificate Number _____

Company Legal Name City of Coeur d'Alene

Service Address 710 E. Mullan Avenue City Coeur d'Alene State ID Zip 83814

Billing Name (if Different) Troy Tymesen

Billing Address _____ City _____ State _____ Zip _____

Billing Telephone Number _____ Fax _____ Email _____

Carrier Representative _____ Phone _____ Email _____

CUSTOMER CONTACT INFORMATION

General Contact Kirk Johnson Phone 208-769-2300 Email kjohnson@cdaid.org

Technical Contact Kirk Johnson Phone 208-769-2300 Email kjohnson@cdaid.org

Accts Payable Contact Troy Tymesen Phone 208-769-2300 Email troyt@cdaid.org

PRODUCT SERVICE INFORMATION

	Qty	Unit MRC	Unit NRC	Usage	Total		Totals	
					MRC	NRC	MRC	NRC
Data-Ent- Enterprise Level Service	20.00	\$ 11.00			\$ 220.00		\$ 220.00	\$ -
Data-Transport (per Mbps)	-	\$ -			\$ -			
Data-Bus-Std - Business Standard	-	\$ -			\$ -			
Data-Bus-Prem - Business Premium	-	\$ -			\$ -			
Static IP Address	16.00	\$ -			\$ -			
Install - Fiber NRC	1.00		\$ 595.00		\$ -	\$ 595.00		
Install - Non-Fiber Install NRC	-		\$ -		\$ -	\$ -		
MAINT - Onsite Call Per Hour	-		\$ -		\$ -	\$ -		
NTWK-Colocation	-	\$ -			\$ -			
Voice Svcs MRC Total (from other worksheet)	-	\$ -			\$ -			
Voice Svcs NRC Total (from other worksheet)	-	\$ -				\$ -		
Other MRC	-	\$ -			\$ -			
Credit for installation	1.00		\$ (595.00)		\$ -	\$ (595.00)		

NOTES
 Guaranteed service up to 20 Mbps lit service on an uncapped fiber port (up to a gig accessible). Any usage over 20 Mbps billed at 95th percentile at \$11/mbps. Includes 16 IP addresses. USF and other regulatory fees may apply.

Install Scheduled TBD

SIGNATURE BLOCK

By signing this order form, the undersigned represents and warrants to Intermax that he or she (i) has the authority to sign on behalf of the customer; (ii) acknowledges receipt of, and agrees to be bound by, the Service Level Agreement; (iii) acknowledges receipt of, and agrees to be bound by, the 911 Disclosure Statement (should VOIP services be provided); (iv) acknowledges the existence of, and agrees to be bound by, the acceptable use policy (AUP) as amended from time to time.

Steve Widmyer _____ City Mayor
 Company Signature Title Date

Danny Alfson _____ VP Business Development
 Intermax Signature Title Date 10/13/2014

Intermax Service Level Agreement

This agreement has been provided to: _____ (hereafter: "Customer") by NewMax, LLC, dba Intermax Networks (hereafter: "Intermax") on the following date: _____

This Service Level Agreement (SLA) sets forth the service level and performance requirements, technical support, customer care, and operational requirements to be provided to Customer for data transport, bandwidth, and/or internet provisioning services as described in the signed sales proposal.

1. Definition of Service Scope

The service levels specified under this agreement are limited to devices and links operated by Intermax. Specifically excluded in this SLA are service level commitments covering switching devices, routing services, and Internet connectivity provided by other parties. Specifically included are monitoring, notification, problem identification, and problem resolution services, such resolution being limited to devices and connectivity over which Intermax exercises control. The nature of the services being provided by Intermax to Customer and covered by this Service Level Agreement are IP transport services and Internet connectivity and routing, in conjunction with a third-party upstream provider.

2. Definitions

- *Outage Rate*: The percentage of time per month that the contracted for transport services are unavailable or fall below stated service level minimums, excluding planned outages for which prior notification has been provided to Customer, rounded to the nearest percentage point.
- *Link*: A single RF service hop typically composed of two backhaul radios and attendant switching devices.

3. Service Capacity

Intermax will provide Customer aggregate throughput of IP transport services as measured end-to-end across Intermax service links. Transmission capacities that remain below that amount for greater than 3 days shall be considered to be below SLA minimums for the entire time they remain below SLA minimums and will be added to the Outage Rate for the month.

Inasmuch as commonly available web based "speed tests" are at best only an indicative measure of throughput, the definitive measure of throughput will be the industry standard "J-Perf" measurement tool should there be any dispute about the throughput provided.

4. Monitoring

Intermax will monitor each "monitorable" radio link and switching device, including third party provided devices to the extent they can be monitored by Intermax, to insure that the services being provided to Customer under this agreement are available and in working order on a "7x24x365" basis. The primary monitoring software to be used will be "Intermapper" unless other monitoring software is selected and deployed by Intermax. Intermax will enable automated alarms for Intermapper to notify responsible parties should critical error conditions exist.

5. Service Administration

All monitoring applications and network services supporting this SLA will be operated and administered by Intermax on a 7x24x365 basis. Intermax will provide on-call staff from 7:45AM to 5:30PM during normal business days and provide a technical support number to reach on-call personnel out of business hours.

6. Planned Outages

Planned outages, if necessary, will be conducted during "off-peak" 5PM to 9PM evenings and/or weekends with a 48 hour notification prior to service utilization times. Planned outages will include, but are not limited to the installation of upgrades, service packs and routine server or application configuration changes. Other planned outages may be necessary from time to time on ad hoc basis. Intermax will make every effort to notify Customer of such planned outages in advance of these outages, and temporary workarounds will be put in place if possible.

Intermax has no control of outages caused by higher tier Direct Internet Access (DIA or 'upstream') suppliers, but will notify Customer as notification from suppliers is received. Intermax reserves the right to block any IP range based on virus or denial of service attacks or any customer behavior that jeopardizes any Intermax services or as otherwise required by law. Intermax will not block any IP addresses without prior notification and will only do so as a last resort.

Intermax Service Level Agreement

7. Emergency Outages

While every effort is made to ensure minimal downtime, problems sometimes do occur. If an emergency outage is required for any reason, Intermax will strive to post an outage notification via e-mail, text message, website, Social Networking sites, and/or telephone indicating estimated downtime and repair status immediately upon assessing the problem.

8. Response Time

Response Time refers to the time it takes for Intermax to begin working on a problem, not to resolve the problem. Severity Level definitions are per the following table:

Severity Level	Description
Level 1	Basic connectivity is not available at a site or sites for 10 minutes or more, or is unavailable 2 or more times in the same hour, or is unavailable intermittently or repeatedly over a prolonged period of time (flapping).
Level 2	Internet services are available but do not meet the SLA.
Level 3	Requests by Customer for assistance with non-critical services.

Severity Level Response Times:

Level 1: Within 30 minutes of notification or monitoring alarm notification Intermax will begin to work on the problem. If onsite service is required after remote repair efforts and operations take place between 7:30 AM and 5:00 PM Intermax personnel will arrive within 2 hours of initial notification. If notified outside of these hours, onsite service will arrive by 8:30AM the following day.

Level 2: Within 4 hours of speaking with any Intermax representative or upon first monitoring alarm notification, Intermax will begin to work on the problem. If onsite service is required Intermax personnel will arrive within 48 hours of initial notification. Intermax will make its best efforts to resolve on-site problems on weekends and holidays.

Level 3: Intermax will respond on a time-available basis.

9. Hardware Configuration

In the event that a critical hardware device is impaired, Intermax has recovery plans to ensure minimal down time. Redundant hardware will be made available as needed.

10. Customer Service

Intermax strives to respond to e-mail inquiries within one business day. Normal business hours are 8AM to 5PM Monday through Friday. Federal holidays are generally observed. Network Operations will provide a cell phone number to IT staff for off hours or non-business days.

11. Third Party Connectivity Agreement *(where applicable, line out section if not applicable)*

For the purposes of this agreement, Customer has selected _____ as the primary upstream provider of routing, IP addresses, and Internet connectivity. If another upstream provider is required to be selected during the term of this agreement for performance or other reasons, Intermax will work with Customer on a time and materials basis to transition to the new provider.

12. Amendments

Any modification to this SLA will be effective thirty (30) days after posting a notice of such changes accepted mutually by Customer and Intermax.

13. Disclaimers

The maintenance provided by Intermax shall include correction or a reasonable workaround for errors that materially and adversely affect the operation of the Service. Intermax shall have no obligation to correct errors not performed or authorized in writing signed by Intermax but shall work in good faith to do so whenever possible.

Intermax Service Level Agreement

Intermax shall not be responsible for performance below service level minimums as the result of third party actions or other events or actions over which Intermax has no reasonable control.

14. Third Party Materials

Intermax is not required to provide any maintenance or error correction services in connection with connectivity services, hardware, equipment, or third party software used by the Customer.

15. Exclusions

Time spent by Intermax personnel waiting for access to Customer premises is excluded from response time guarantees. Damage to Intermax equipment located on Customer premises that is outside of normal wear and tear is not covered by this Service Level Agreement. Intermax will work with Customer to restore service on a best-efforts basis.

16. Indemnification for Customer Use or Misconduct Regarding Data

All information, data, text, software, music, sound, photographs, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the Customer, and not Intermax, is entirely responsible for all Content uploaded, posted, emailed, transmitted or otherwise made available via the services. Intermax does not control the Content posted via its services, and as such, does not guarantee the accuracy, integrity or quality of such Content. By using Intermax services, the Customer may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Intermax be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind transmitted or otherwise made available via the Service. Customers agree not to use the Service to:

- a. Distribute lists to be used via unsolicited electronic mail or other mass digital or electronic mailings including but not limited to: mass-newsgroup postings, SPAM and unsolicited email sent from your server, or any other service on the Internet, which contains your domain name, the Intermax domain name, or any other domain name on our network;
- b. Post, transmit or disseminate objectionable information, without limitation, constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, federal or international law, order or regulation;
- c. Access any other person's computer, software, or data of any other person without the knowledge and consent of such person;
- d. Service, alter, modify, or tamper with Intermax service or permit any other person to do the same that is not authorized by Intermax ;
- e. Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful feature; or generating levels of traffic sufficient to impede others' ability to send or retrieve information.
- f. Disrupt the Intermax network;
- g. Resell the service or otherwise charge others to use the service,
- h. Use the service in a way that is contrary to any other Intermax policy that may be posted by Intermax from time to time.

Intermax Service Level Agreement

17. Term of Service

The initial term of this plan is from _____ to _____, after which time service will be renewed to Customer in good standing on a one year (12 month) basis unless Customer indicates in writing their intention to terminate the agreement. At each anniversary if Customer does not indicate their intent to terminate, the agreement will renew for an additional one year (12 month) term. During the initial term of this service agreement, price for Service provided will be \$_____ per month, after which time Intermax may elect to change Service prices upon 30 days notice in advance of the annual renewal.

Termination and Expiration

Either party may terminate this contract with 30 days advanced notice to the other party (unless the Customer is in violation of the terms of this agreement), with the following provisions:

- a. If the Customer terminates this agreement before the scheduled termination date, then the Customer will be liable for 50% of the remaining subscription payments from the actual termination date to the scheduled termination date of this agreement (or remaining part of the year if on a one-year renewal).
- b. If Intermax terminates this agreement because of an uncorrected Customer violation of any of the provisions in this agreement, then the Customer will be liable for 50% of the remaining payments from the actual termination date to the scheduled termination date of this agreement.
- c. If Intermax terminates this agreement while the Customer is in good standing and not due to any violations in the provisions of this agreement, then the Customer is not liable for any of the remaining balance of payments to the scheduled termination date of this agreement.
- d. In all circumstances if this agreement is terminated for any reason, whether by Customer or Intermax, all Intermax owned equipment must be returned to Intermax in good working order within three (3) business days after the actual service termination date. The Customer must either return the equipment to Intermax offices or must permit access to Customer's premises during the specified return period so that Intermax personnel may remove the equipment. If the Customer does not return Intermax owned equipment or otherwise permit access to the equipment during the specified period, Customer will be invoiced or Customer credit card will be charged the replacement cost of the unreturned equipment.

19. Payment Terms

Customer must pay all applicable monthly service fees and installation charges for the services including applicable late fees or any other applicable fees. Monthly fees are to be paid in advance for the period during which service is being provided. If payment is not received by the due date, late fees and/or collection charges may be assessed. Intermax reserves the right to disconnect services to Customer with delinquent accounts at any time and without notice.

Agreed and Accepted: -

Client Signature

Intermax Signature

Client Name (typed or handwritten)

Danny Alfson
Intermax Name

Date

Date



INTERMAX SERVICES ORDER FORM

GENERAL CUSTOMER INFORMATION

Employer Identification Number (EIN) _____

Type of Entity Sole Proprietor Partnership LLC Corporation

Tax Exempt Yes No **Certificate Number** _____

Company Legal Name City of Coeur d'Alene

Service Address 710 E. Mullan Avenue **City** Coeur d'Alene **State** ID **Zip** 83814

Billing Name (if Different) Troy Tymesen

Billing Address _____ **City** _____ **State** _____ **Zip** _____

Billing Telephone Number _____ **Fax** _____ **Email** _____

Carrier Representative _____ **Phone** _____ **Email** _____

CUSTOMER CONTACT INFORMATION

General Contact Kirk Johnson **Phone** 208-769-2300 **Email** kjohnson@cdaid.org

Technical Contact Kirk Johnson **Phone** 208-769-2300 **Email** kjohnson@cdaid.org

Accts Payable Contact Troy Tymesen **Phone** 208-769-2300 **Email** troyt@cdaid.org

PRODUCT SERVICE INFORMATION

	Qty	Unit MRC	Unit NRC	Usage	Total		Totals	
					MRC	NRC	MRC	NRC
Data-Ent- Enterprise Level Service	20.00	\$ 11.00			\$ 220.00		\$ 220.00	\$ -
Data-Transport (per Mbps)	-	\$ -			\$ -			
Data-Bus-Std - Business Standard	-	\$ -			\$ -			
Data-Bus-Prem - Business Premium	-	\$ -			\$ -			
Static IP Address	16.00	\$ -			\$ -			
Install - Fiber NRC	1.00		\$ 595.00		\$ -	\$ 595.00		
Install - Non-Fiber Install NRC	-		\$ -		\$ -	\$ -		
MAINT - Onsite Call Per Hour	-		\$ -		\$ -	\$ -		
NTWK-Colocation	-	\$ -			\$ -			
Voice Svcs MRC Total (from other worksheet)	-	\$ -			\$ -			
Voice Svcs NRC Total (from other worksheet)	-	\$ -				\$ -		
Other MRC	-	\$ -			\$ -			
Credit for installation	1.00		\$ (595.00)		\$ -	\$ (595.00)		

NOTES

Guaranteed service up to 20 Mbps lit service on an uncapped fiber port (up to a gig accessible). Any usage over 20 Mbps billed at 95th percentile at \$11/mbps. Includes 16 IP addresses. USF and other regulatory fees may apply.

Install Scheduled TBD

SIGNATURE BLOCK

By signing this order form, the undersigned represents and warrants to Intermax that he or she (i) has the authority to sign on behalf of the customer; (ii) acknowledges receipt of, and agrees to be bound by, the Service Level Agreement; (iii) acknowledges receipt of, and agrees to be bound by, the 911 Disclosure Statement (should VOIP services be provided); (iv) acknowledges the existence of, and agrees to be bound by, the acceptable use policy (AUP) as amended from time to time.

<i>Steve Widmyer</i>	<i>Company Signature</i>	<i>City Mayor</i>	<i>Title</i>	<i>Date</i>
<i>Danny Alfson</i>	<i>Danny Alfson</i>	VP Business Development	<i>Title</i>	10/13/2014
	<i>Intermax Signature</i>			<i>Date</i>

OTHER BUSINESS