

# Coeur d'Alene

# CITY COUNCIL MEETING

*July 7, 2015*

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#### **MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members 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

June 16, 2015

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 June 16, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** An invocation was provided by Pastor Craig Sumey of 1st Presbyterian Church.

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

**PRESENTATION:** HEAD START AWARD – Bethann Fuller, Director of North Idaho College Head Start stated that Fire Inspector Bobby Gonder was recently awarded the Edward Ziegler Award. She explained that the Edward Ziegler Award is in honor of the father of Head Start. In 2008 Inspector Gonder began working with Head Start regarding fire safety and awareness through the “Learn not to Burn” curriculum. He ate lunch with the kids monthly and introduced kids to the firefighter role in the community. Head Start sponsors an annual festival with approximately 300 families in attendance, which provides them with fire safety education. Additionally, Inspector Gonder and the Fire Department has been supportive of efforts to strengthen family relationships by donating coats and smoke detectors. She reiterated that he deserves the award as he has had an impact on many families and she plans to pass his recognition on to the state level. Chief Gabriel stated that they love working with the at-risk groups of children and elderly. He clarified that Inspector Gonder took the program from reading to the kids to the level of bringing forward the additional curriculum.

**CONSENT CALENDAR:** Motion by Gookin, seconded by Evans to approve the consent calendar.

1. Approval of Council Minutes for June 2, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for June 22, 2015 at 12:00 noon and 4:00 p.m. respectively.

4. Setting of Public Hearings:
  - a. July 7, 2015 to hear a request to vacate a portion of Front Avenue right-of-way between 2nd and 3rd Street and a portion of 2nd Street right-of-way south of Sherman Avenue.
  - b. July 21, 2015 – A-2-15 Proposed annexation from County Industrial to City C-17 by the City of Coeur d'Alene; 9.33 acre portion of the former BNSF railroad property near Hwy 95 & extending to the Hubbard Street right-of-way.
5. Approval of Beer and Wine License to Paul and Mary Banducci, Bulldog Pipe & Cigar, 200 W. Hanley Avenue, (new)
6. Approval of Beer and Wine License to Steven and Lisa Van Zervern, Uva Trattoria, 309 Lakeside Avenue (transfer)
7. Approval of Beer and Wine License to Akiko and Randy Folk dba Tiki Hut, 420 E. Front Avenue – Rotary Harbor House (New)
8. Resolution No. 15-027 - 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 DESTRUCTION OF TEMPORARY AND SEMI-PERMANENT HUMAN RESOURCE RECORDS; APPROVAL OF A LEASE WITH THE CHAMBER OF COMMERCE FOR USE OF CITY-OWNED PARKING LOTS FOR THE 4TH OF JULY; AND APPROVING A STATE AND LOCAL AGREEMENT WITH THE IDAHO DEPARTMENT OF TRANSPORTATION FOR DESIGN OF SELTICE WAY SIDEWALKS.

**DISCUSSION:** Councilmember Miller asked for clarification on how the proceeds were divided for the 4<sup>th</sup> of July parking lot lease with the Chamber. Mr. Tymesen explained that the City charges the Chamber for the normal parking rate and then the Chamber charges above that normal rate, which goes toward the 4<sup>th</sup> of July event fund.

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

### **COUNCIL ANNOUNCEMENTS:**

Councilmember Miller thanked the Idaho Professional Firefighters Association, Local 710 and Fire Chiefs Association for the recent opportunity to attend the Fire Ops 101 training in Boise Idaho with Councilmember Evans. The training included real life training of a firefighter and gave her a new perspective of firefighting and it was a great experience.

Councilmember Evans acknowledged Megan McFee for her design of the Bike-to-work week t-shirt and thanked her for her art work.

Councilmember Gookin stated that the General Services Committee discussed the minimum wage increase request on Monday. Their decision to table the matter until after the November initiative election in McCall, Idaho was correct; however, he believes that the City can do a public advisory vote on the issue. He explained that it is a tool that could be used to send a message to the legislature.

**MOTION:** Motion by Gookin to place a discussion item on the next Council meeting agenda regarding a minimum wage advisory vote. **Motion died for lack of a second.**

Councilmember McEvers wished a happy Father's Day to the community fathers and noted that Father's Day is the same day as Skate Day. Local skate groups will be hosting a short and fast parade at 11:00 a.m. on Sunday, ending at the Skate Park.

Mayor Widmyer asked City Administrator Jim Hammond to present recent Ironman event discussions.

Mr. Hammond stated that the Ironman organization has asked the City to move the race to August due to normally cold June water temperatures. Additionally, the Ironman organizers would like to have a half Ironman in June, at the same time as the full Ironman is currently being held. He has been in discussion with the Downtown Association and the Coeur d'Alene Resort, who are in support of the proposal. Councilmember McEvers asked if this was about money. Mr. Hammond explained that the City does not get reimbursed for expenses under the current Ironman Contract; however, if we approved the half Ironman, the City would request reimbursements. Councilmember Adams noted the Coeur d'Alene Triathlon is traditionally held in August and wondered if this would conflict. Mr. Hammond clarified that they have talked with the Chamber and they are confident that that can make all the events work. Councilmember Miller clarified that she would like to see staff bring back detailed information regarding expenses to the City for both events and statements from other participants involved.

**MOTION:** Motion by Miller, seconded by Adams to direct staff to negotiate a contract and provide budget and expense details at the next City Council meeting as an agenda item. **Motion Carried.**

Mayor Widmyer mentioned that the City received an AIC award entitled "City Achievement in Public Safety" for the Civilian Use of Force Review Board and asked Chief White to explain the review board. Chief White stated that the board is up and running and recently met to review the officer involved shooting on I-90. He believes this is a step to strengthen the tie to the community and was glad to receive recognition for the program.

Mayor Widmyer stated that there was a young lady named Kiahna Kirk that raised money through a lemonade stand to benefit the Moore family. Her father was recently killed in a car accident. The Police Association will host a lemonade sale in the park, Saturday June 20, 2015 from Noon to 4:00 p.m. to raise money for the Kirk family. Additional funding opportunities include a "gofundme" account as well as an account at Wells Fargo Bank.

Mayor Widmyer asked for the reappointment of Rod Colwell to the Lake City Development Corporation.

**DISCUSSION:** Councilmember Gookin stated that he would oppose any appointment to LCDC due to the entire Board's treatment of midtown property owners.

**MOTION:** Motion by Edinger, seconded by McEvers to approve the reappointment of Rod Colwell to the Lake City Development Corporation. **Motion carried with Gookin voting No.**

### **COUNCIL BILL NO. 15-1010**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 2.44.015 AND 2.44.020 TO CLARIFY THE MAKEUP OF THE LIBRARY BOARD AND THE NATURE OF REPORTS FROM THE LIBRARY BOARD TO THE CITY COUNCIL; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.**

**STAFF REPORT:** Mr. Hammond stated that these were housekeeping amendments and would reflect the current Library Board practices. Therefore, he recommended the Council adopt the code amendments.

**DISCUSSION:** Councilmember Gookin asked how the library was structured as it is different than other city departments. Mr. Hammond stated that it is a department of the city; however, they have a separate Board regarding establishment of policies and they conduct the evaluation of the Library Director.

**MOTION:** Motion by Edinger, seconded by Evans, to pass the first reading of Council Bill No. 15-1010.

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

**MOTION:** Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt Council Bill 15-1010 by its having had one reading by title only.

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

### **RESOLUTION NO. 15-028**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULES I, II, III, VI, VII, VIII, IX, XI, XIII, AND XIV TO CLARIFY THE DUTIES OF THE PERSONNEL OFFICER AND THE HUMAN RESOURCES DIRECTOR; TO REVISE THE DEFINITIONS OF "PART-TIME", "FULL-TIME" AND "TEMPORARY" EMPLOYEES; TO REMOVE KMC AS THE CITY'S DESIGNATED PREFERRED MEDICAL PROVIDER; TO REVISE THE METHOD OF POSTING JOB ANNOUNCEMENTS; REVISING THE PROCEDURES FOR HIRING, EXAMINATIONS AND PROMOTIONS WITHIN THE POLICE DEPARTMENT; CLARIFYING THE AVAILABILITY AND USE OF SICK LEAVE;**

**REQUIRING EMPLOYEES TO WORK COOPERATIVELY WITH THE PUBLIC AND OTHER WORKERS; AND ADOPTING NEW RULES XXV AND XXIV TO INCLUDE THE CITY ADMINISTRATOR WITHIN THE RULES GOVERNING DEPARTMENT HEADS AND OTHERWISE UPDATE THE DEPARTMENT HEAD RULES AND TO ADDRESS EMPLOYEE SMOKING.**

**STAFF REPORT:** Human Resource Director Melissa Tosi explained that the proposed rule amendment will provide definitions and clarity to existing rules. Some clarifications needed to occur regarding the reference to Personnel Officer versus Human Resource Director. She reviewed several specific amendments involved in the Department Head rule and the process for filling Police Department vacancies including promotions. Additionally, there is a new proposed rule to serve as the smoking policy.

**DISCUSSION:** Councilmember Edinger asked for clarification regarding the past Police promotional process of appointing from within the department. Ms. Tosi explained this rule amendment would be a change from past practice by opening the recruitment up to candidates outside of the department. Councilmember Edinger asked if the Police Association is in support of the change. Ms. Tosi stated that the Association was supportive of the change and she clarified that she received one complaint regarding the changes by a person who was not represented by the Association. Councilmember McEvers asked for clarification regarding the positions that outside recruitment would apply to. Ms. Tosi clarified the amendment is specific to Captains only. Ms. Tosi explained that the Police Association is in agreement to the proposed amendments and she received an email from one member of the Association this morning who had concerns; however, upon contacting the Association they were still in support of the changes. Chief White explained that he felt he was hired to build the best Police Department and believes this rule will give him the ability to do so. He further explained that there are five Lieutenants currently available to apply for the position, and one has stated that they will not throw their name in the hat, and four applicants is not a large enough pool. The Captain position is a very important position to fill as they serve as the Chief in his absence and he wants to keep that momentum rolling. Chief White clarified that he needs the best person for the job and that may end up being an internal candidate. Councilmember Edinger expressed concerns about hiring externally and the affect it will have with existing staff. Chief White explained that he believes candidates should earn their promotions and demonstrate that they have the skill set and leadership ability to hold that rank. He still believes that internal candidates can compete for it and demonstrate to the community that they are the best person for the job.

Councilmember Gookin asked for clarification regarding the hiring of Department Heads and the City Council's role. Ms. Tosi explained that this rule amendment clarifies the process for hiring Department Heads and that the Mayor and a Councilmember would most likely be on the interview board; but hiring would not require an official motion of the Council. Councilmember Gookin expressed concern regarding the pay increase for promotional appointments, Department Head merit increases, and termination process not including the City Council. He asked who would evaluate and determine the vacation accrual credit for previous Department Head experience. Ms. Tosi clarified that the Human Resource Director would review and determine equivalency and that it is a part of the negotiation process.

**MOTION:** Motion by McEvers, seconded by Evans to approve Resolution No. 15-028 approving various personnel rule amendments.

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

## ACCEPTANCE OF CANVASSED ELECTION RESULTS

**STAFF REPORT:** City Clerk Renata McLeod explained that Idaho Code requires the Canvass of the Vote for the May 19, 2015 G.O. Bond election be accepted by the City Council and reflected in the Minutes.

Kootenai County, Idaho Consolidated Taxing District Election 5/19/2015		
Precinct	City of Coeur d'Alene General Obligation Bond In Favor of General Obligation Bond in the amount of \$6,000,000?	
	YES	NO
37	10	3
38	138	11
39	179	19
40	96	9
42	73	4
43	80	14
44	63	11
45	44	10
46	123	19
47	101	19
48	27	7
49	46	11
50	33	8
51	30	5
52	54	15
53	43	5
54	66	10
55	43	5
56	44	3
57	43	6
58	97	4
59	31	2
60	41	5
61	9	1
62	21	6
ABS CdA	63	18
ABS CdA ESHWY	103	29
ABS CdA LKHWY	262	77
ABS CdA PFHWY	106	33
ABS CdA CdAT3 LKHWY	120	30
ABS CdA CdAT3 PFHWY	69	9
CO. TOTAL	2,258	408

**MOTION:** Motion by Gookin, seconded by Adams to accept the canvassed election results as presented by Kootenai County and that the results be reflected in the Minutes of this meeting.  
**Motion carried.**

**PRESENTATION: 2015 G.O. BOND ACTION PLAN** - Mr. Tymeson explained that Eric Herringer will be referred to as the City's underwriter/placement agent and clarified that they will assist the City with the structure, terms, interest rate risk, and regulatory disclosures. Mr. Herringer stated that he will present the bond sale planning/process and clarified that as the placement agent/underwriter he must disclose that Piper Jaffray does not have a fiduciary responsibility to the City. Their role will be to conduct a transaction between the City and the buyer of the bonds. He reviewed the goal of the bond sale is to sell the entire \$6 million bond and lock in a low interest rate. Additionally, he assumes a 10 year maturity/payback with a level annual debt service and explained how the bond is designated as bank-qualified because it is under \$10 Million. Sale methods to consider are bond market or a direct bank placement. Rates are still low but trending up, so he felt it was a good time to lock in rates. He stated funds would be available by January 2016 with the first payment to be made February 2016. He explained differences between methods of sale including that a private placement with a bank may be more interest than a market bond sale, but a bond sale allows for some structuring with the sale.

However, the private placement allows for a quicker rate lock in while bond sales need more time to get the bonds rated and documents created and reviewed which would delay at least a month. The current plan includes the refinancing of the 2006 bonds (debt on the Library building) at a lower interest rate. He reviewed the bond sale schedule and could bring sale documents back to the Council on July 21 that would lock in the rate. This action would also allow the close of the bond sale on August 4, 2016.

Councilmember Adams asked if the direct placement through a bank is the more conservative approach. Mr. Herring stated that it is a hard call; however, due to his nervousness of increasing rates, avoiding the rate risk should be considered and he would recommend locking in the rate. Councilmember McEvers asked Mr. Tymesen which direction he would suggest that would be the best savings for the tax payers. Mr. Tymesen explained that it is hard to know what will happen with interest rates, so locking the rates in is what we told the constituents we would do and banks are very interested in these bonds. He believes the issuance cost would be within the \$6 Million and clarified that he would not recommend taking the risk of increased interest rates. The refinancing of the Library debt will mitigate the risk of any interest increase on the new debt. Councilmember Gookin questioned if the open market sale would allow someone to buy or sell the bond or would it be sold to one large buyer. Mr. Herring explained that a market sale would be sold as a short term bond and because it is bank qualified most of the investors interested are banks as it is a lower rate of return. Private placement route would go directly to the bank.

**MOTION:** Motion by Adams, seconded by McEvers to authorize the private placement option, including the refinancing. **Motion carried with Gookin voting no.**

#### **RESOLUTION NO. 15-029**

**THE PURPOSE OF THIS RESOLUTION IS TO PERMIT THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE BONDS FOR REIMBURSABLE EXPENDITURES NOT EXCEEDING \$6,000,000 PLUS COSTS OF ISSUANCE INCURRED UP TO 60 DAYS PRIOR TO THE DATE OF THIS RESOLUTION, OR AFTER THE DATE HEREOF BUT PRIOR TO THE ISSUANCE OF THE BONDS.**

**STAFF REPORT:** Troy Tymesen, Finance Director, explained that the Resolution is required in order to start the expenditure of bond-funded items. Danielle Quade, Hawley Troxel Bond Council, explained that this is the official action to be able to reimburse the City, as required by the IRS.

**MOTION:** Motion by Miller, seconded by Gookin to approve Resolution No. 15-029 approving bond reimbursement.

**DISCUSSION:** Councilmember Miller asked if purchases would be covered without coming to Council for additional approval. Ms. Quade explained that the Resolution would serve as official intent and funds could be spent from this approval and could go back 60 days if needed, without further approval of the Council. Mr. Tymesen clarified that currently no funds have been spent.

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

#### **COUNCIL BILL NO. 15-1011**

#### **AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 4.05.030 TO CLARIFY THE DEFINITION OF MEMORIAL FIELD; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.**

**STAFF REPORT:** Mr. Gridley reviewed the history of the property provided to the City in the early 1900's as a land grant for Government Lot 48. He explained that the area requested to be included in Memorial Field was previously used by the railroads and doesn't clearly fall within our parks regulations. This proposed boundary adjustment would expand Memorial Park Field to clarify the use for their property should be as parkland and allow for the enforcement of those regulations.

**DISCUSSION:** Councilmember McEvers questioned the specific regulations allowed within Government Lot 48. Mr. Gridley explained that once the railroad was abandoned the property south of Mullan Avenue was encumbered by Land and Water Conservation Fund (LWCF) Grant restrictions. He clarified that Memorial Field is outside of the LWCF boundary and is zoned residential which allows for park uses. Councilmember Edinger informed the Council that the Parks and Recreation Commission heard this item last night and was in favor of the amendment.

**MOTION:** Motion by Edinger, seconded by Adams, to pass the first reading of Council Bill No. 15-1011.

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

**MOTION:** Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt Council Bill 15-1011 by its having had one reading by title only.

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

#### **LEASE AGREEMENT WITH PETER GRUBB D/B/A ROW ADVENTURES**

**STAFF REPORT:** Parks and Recreation Director Steve Anthony informed the Council that Mr. Grubb requested permission to lease property for the use of rental of recreational equipment (paddle boards/bicycles). He would additionally need to place a structure that would be approximately 12' x 24' and staff feels it would fit within the area.

**MOTION:** Motion by Edinger, seconded by Evans to authorize staff to negotiate a lease agreement with Peter Grubb D/B/A Row Adventures.

**DISCUSSION:** Councilmember McEvers asked why the fee was set at \$1,500. Mr. Anthony explained that this would be a pilot project for the first year, which would only be a two and a half month season this year and potentially no access during Ironman. Councilmember Gookin asked why this lease did not go out to bid. Mr. Anthony explained that by the time it would be published and goes through the approval process the season would be over. He felt this was a good scenario to do a test project to determine if it is a good location and could offer it out for bid next year. Councilmember Edinger noted that this lease was also discussed at the Parks and Recreation Commission meeting last night and they voted unanimously to test this location out with Mr. Grubb. Councilmember Gookin requested it be brought back as opened to other vendors in the future. Mayor Widmyer felt it was a great service to provide paddle board opportunity to the community. Councilmember Miller said she would also like to see it as a trial basis and for it to be open up for bid next season.

**Motion carried**

**LAND EXCHANGE OF REAL PROPERTY WITH THE COEUR D'ALENE NORTH OWNERS ASSOCIATION OWNER'S ASSOCIATION AND DECLARING THE CITY'S INTENTION TO EXCHANGE LOT 1, BLOCK 2 ISLES OF TROY SUBDIVISION FOR A 10' WIDE STRIP OF PROPERTY ADJACENT TO THE PUBLIC RIGHT-OF-WAY ALONG NORTHWEST BOULEVARD IN THE VICINITY OF THE COEUR D'ALENE NORTH BUILDING.**

**STAFF REPORT:** Mr. Gridley described the land exchange area and explained that the property is city-owned, is encumbered with a no build easement, and has been leased to the Coeur d'Alene North for a period for 25 years. Staff has determined the city-owned property involved in the exchange has no value and they have been in discussion with Coeur d'Alene North regarding a potential land exchange for several years. Recently, it was discovered that the sidewalk abutting the Coeur d'Alene North property is placed upon property not owned by the City. Staff has negotiated a land exchange that will trade the city-owned Isle of Troy land in order for the sidewalk to become publicly owned. This is a mutually agreeable exchange.

Mayor Widmyer called for public comments related to this item.

**PUBLIC COMMENTS:**

Nancy Stricklin explained that she is the Vice President of the Coeur d'Alene North Owner's Association and clarified that the City acquired the Isle of Troy when the improvements were done on Lakeside Avenue. At the time Lakeside Avenue was done the condos had direct driveway access to Northwest Boulevard, during the development the parking garage driveway was granted an access easement over the city-owned property. She further clarified that the exchange was not for the sidewalk property, but the road right-of-way, as the Coeur d'Alene North would not meet required setbacks if the sidewalks were traded. However, they have agreed to give the City an easement for the sidewalks and street signage.

Mayor closed public comment.

## **RESOLUTION NO. 15-030**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A LAND EXCHANGE AGREEMENT WITH THE COEUR D'ALENE NORTH OWNER'S ASSOCIATION AUTHORIZING THE EXCHANGE OF LOT 1 BLOCK 2, ISLES OF TROY SUBDIVISION, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, RECORDED AT BOOK J PAGE 183 IN THE RECORDS OF THE KOOTENAI COUNTY RECORDER FOR A 10' WIDE STRIP OF PROPERTY ADJACENT TO THE PUBLIC RIGHT OF WAY ALONG NORTHWEST BOULEVARD IN THE VICINITY OF THE COEUR D'ALENE NORTH BUILDING AS MORE FULLY DESCRIBED IN THE AGREEMENT**

**MOTION:** Motion by Edinger, seconded by McEvers to approve **Resolution No. 15-030** approving a Land Exchange Agreement with Coeur d'Alene North Homeowners Association.

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

## **RESOLUTION NO. 15-031**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN EASEMENT AGREEMENT FOR LOT 1, BLOCK 1 PARK VIEW TOWER CONDOMINIUM PLAT LOCATED IN TOWNSHIP 50 N, RANGE 4 W, BOISE MERIDIAN, AND RECORDED IN BOOK F AT PAGE 143.**

**MOTION:** Motion by McEvers, seconded by Adams to approve **Resolution No. 15-031** approving an Easement Agreement with Coeur d'Alene North Homeowners Association.

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

### **PUBLIC COMMENTS:**

Anne Nesse, Coeur d'Alene, stated that she is a co-researcher of the low wages and poverty within the city limits of Coeur d'Alene. She has provided her research to the City Clerk and noted that if citizens would like to view it they can request to see it there. She announced that there was a statewide poll sponsored by Zion Bank that indicated 70% of Idahoans approved of increasing the minimum wage to \$10.00/hour. Therefore, she does not feel an advisory vote is necessary. Her group is "Raise Up CDA" and will proceed with a public awareness campaign. She introduced their intern Jacob Garringer. She explained their voluntary ethical code program that will be promoted on their website. She provided the Council with a fair wage pledge form.

Susan Snedaker, Coeur d'Alene, reminded the Council that many years ago the City adopted the "Main Street Plan" by Don Miles. This was the basis for improvement to the downtown and surrounding areas to retain the historical character of the city. There are a number of historical

houses within town that are being torn down and replaced with houses that don't reflect the surrounding neighborhood. She asked the City Council to honor the historical integrity of the town by directing the Planning Commission and staff to review codes regarding bulk and scale, setbacks, heights, impervious surface, and architectural integrity. Additionally, she asked for general public comments to be moved to the beginning of the meeting agenda so that the public may comment on items discussed earlier on the agenda.

**EXECUTIVE SESSION:** Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 § (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent and § (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:** Edinger Aye; Gookin Aye; Evans Aye; Adams Aye; Miller Aye; McEvers Aye.  
**Motion carried.**

The City Council entered into Executive Session at 8:23 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 9:45 p.m.

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

The meeting adjourned at 9:45 p.m.

ATTEST:

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Steve Widmyer, Mayor

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Renata McLeod, City Clerk

**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 7, 2015  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** Chipotle Addition, Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot, commercial subdivision.

**HISTORY**

- a. Applicant: Matt Mayberry, PLS  
ATS, Inc.  
PO Box 3457  
Hayden, ID 83835
- b. Location: Northeast corner of West Appleway and US Hwy. 95, on the site previously occupied by the Rosauers grocery store, and now occupied by Walgreens and various small businesses.

**FINANCIAL ANALYSIS**

There are no financial issues with this development.

**PERFORMANCE ANALYSIS**

This is a replat of existing Tracts 10, 11, 12 and a portion of 13, Fruit Lands Addition Acre Tracts. The subdivision created an additional lot that is planned to be the site of the Chipotle Grill restaurant. The other lots created are presently occupied by various businesses. All utility services are available to the site, and, the plat is ready for approval and recordation.

**DECISION POINT RECOMMENDATION**

Approve the final plat document.

# CHIPOTLE ADDITION

A REPEAL OF LOTS 10, 11, 12 AND A PORTION OF LOT 13, FRUIT LANDS ADDITION ACRE TRACTS  
SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF  
SECTION 02, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, Kootenai County, Idaho

PAGE 2 OF 2

BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_

## REFERENCES

REPLACES ADDITION TO LOT 13, FRUIT LANDS, ID. 93-114,  
RECORDED IN BOOK 20 OF PLATS AT PAGE 212, ON JULY 1960.  
REPLACES ADDITION TO LOT 13, FRUIT LANDS, ID. 93-115,  
RECORDED IN BOOK 20 OF PLATS AT PAGE 202, ON MARCH 1960.  
REPLACES ADDITION TO LOT 13, FRUIT LANDS, ID. 93-116,  
RECORDED IN BOOK 20 OF PLATS AT PAGE 203, ON MARCH 1960.  
REPLACES ADDITION TO LOT 13, FRUIT LANDS, ID. 93-117,  
RECORDED IN BOOK 20 OF PLATS AT PAGE 204, ON MARCH 1960.  
REPLACES ADDITION TO LOT 13, FRUIT LANDS, ID. 93-118,  
RECORDED IN BOOK 20 OF PLATS AT PAGE 205, ON MARCH 1960.  
ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLAT, SURVEY,  
DEEDS, AND OTHER DOCUMENTS REFERRED TO PERTAIN TO COUNTY RECORDS,  
UNLESS OTHERWISE INDICATED.

## NOTES

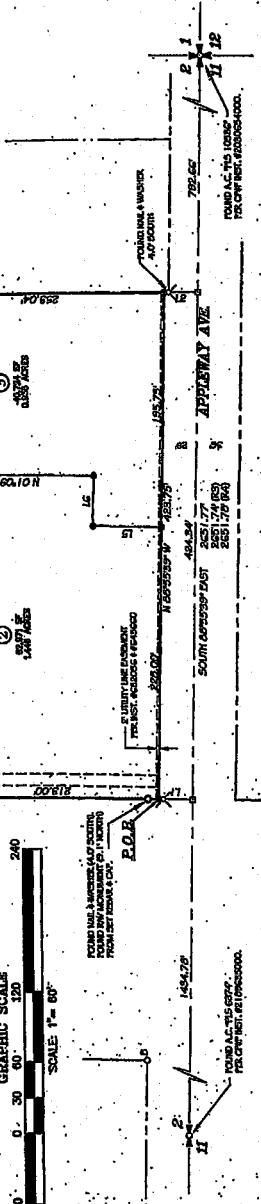
- 1. THERE WAS NO ATTEMPT MADE TO SHOW ALL OTHER FEATURES OF THIS PROPERTY, OR SHOW ANY UNRECORDED EASEMENTS, TRADES SUCH AS BUILDINGS AND TENURES WHICH MAY BE SHOWN ARE FOR INFORMATION ONLY.
- 2. ALL LANDS ARE SUBJECT TO THE MANDATORY OF USE REQUIREMENT.
- 3. LOT 13, 2.5 ACRES, LOCATED TO AN UNDIVIDED LINE, IS LOCATED 2 FEET BACK OF CUTOFF GUTTER, YES INSTRUMENT NO. GRASS & GORE, KOOTENAI COUNTY RECORDS AND IS DESCRIBED.
- 4. SUBJECT PROPERTY IS SUBJECT TO FEDERAL AND STATE TAXES, DEEDS AND DOCUMENTS ARE SUBJECT TO FEDERAL AND STATE TAXES, THAT ADVERTISEMENTS RELATING TO BUSINESS CONDUCTED ON ANY OF THE GRANTING TRACTS ARE TO BE USED ACCORDING TO THE TAXES.

## LEGEND

MARK	NOTATION
•	REFERENCE
○	POINT OF INTERSECTION OF PUBLIC ROAD
△	POINT OF INTERSECTION OF PUBLIC ROAD
□	POINT OF INTERSECTION OF PUBLIC ROAD
◆	POINT OF INTERSECTION OF PUBLIC ROAD
○○	POINT OF INTERSECTION OF PUBLIC ROAD
○△	POINT OF INTERSECTION OF PUBLIC ROAD
○□	POINT OF INTERSECTION OF PUBLIC ROAD
○◆	POINT OF INTERSECTION OF PUBLIC ROAD
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○○△	POINT OF INTERSECTION OF PUBLIC ROAD
○○□	POINT OF INTERSECTION OF PUBLIC ROAD
○○◆	POINT OF INTERSECTION OF PUBLIC ROAD
○○○○	POINT OF INTERSECTION OF PUBLIC ROAD
○○○△	POINT OF INTERSECTION OF PUBLIC ROAD
○○○□	POINT OF INTERSECTION OF PUBLIC ROAD
○○○◆	POINT OF INTERSECTION OF PUBLIC ROAD
+	SECTION CENTER
—	PROPERTY BOUNDARY
—	LINES
—	TRANSIENT BOUNDARY LINE
—	TRANSIENT RIGHT-OF-WAY

## BASIS OF BEARINGS

THIS SURVEY WAS MADE BY MEASURING DISTANCES ALONG THE BOUNDARY LINES OF THE SOUTHEAST QUARTER OF SECTION 02, TOWNSHIP 50 NORTH, RANGE 4 WEST, IDAHO, ACCORDING TO THE COORDINATE SYSTEM OF THE U.S. NATIONAL GRID, AND BY DETERMINING THE POSITION OF THE VARIOUS POINTS BY MEASURING THE DISTANCE FROM THE POINTS LOCATED AT THE SOUTH QUADRANT CORNER OF SUBSECTION 02.

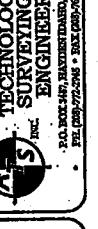


## LINE TABLE

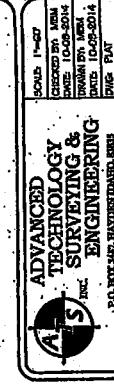
LINE	BEARING	DISTANCE
10	N 01° 00' E	200.00
11	N 00° 59' 59" W	200.00
12	N 00° 59' 59" W	71.50
13	N 00° 59' 59" W	400.00
14	N 00° 59' 59" E	300.00
15	N 00° 59' 59" E	400.00
16	N 00° 59' 59" W	400.00

GRAPHIC SCALE  
SCALE: 1" = 60'  
200

NOTE: Full dimensions and sections  
not shown. All dimensions are in feet.



PRES. & CHIEF SURV. 10/20/14



**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 7, 2015  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** Garden Terraces Subdivision, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a seven (7) lot, residential subdivision.

**HISTORY**

- a. Applicant: MK City Development, LLC  
3027 Bayshore Drive  
Bacliff, TX 77518
- b. Location: Northwest corner of 2<sup>nd</sup> Street and E. Garden Avenue.

**FINANCIAL ANALYSIS**

There are no financial issues with this development.

**PERFORMANCE ANALYSIS**

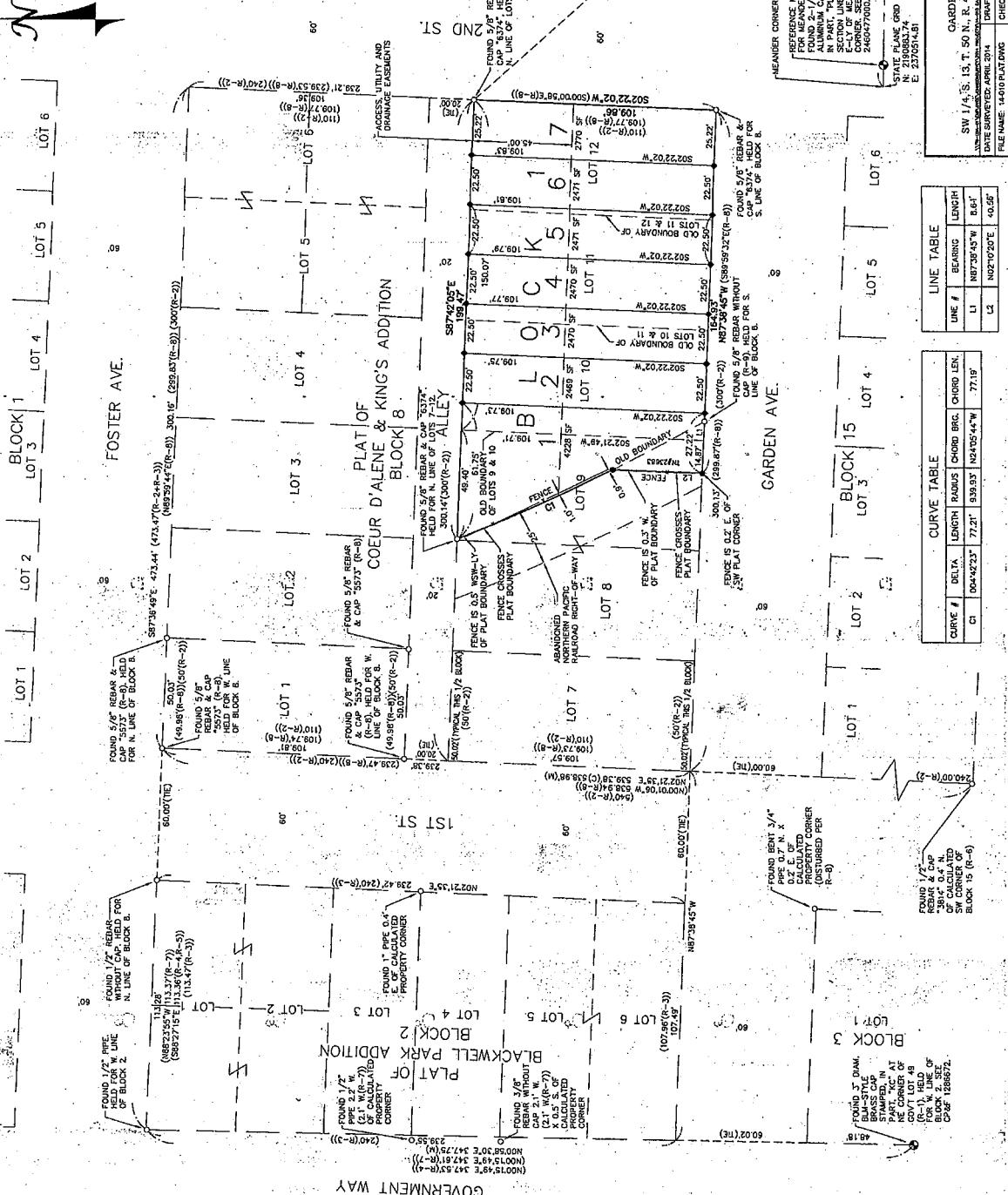
This is a replat of existing Lots 10, 11, 12 and a portion of Lot 9, Block 8 of Coeur d'Alene & Kings Addition that received Planning Commission approval in April 2015. The subdivision created a residential structure containing seven (7) individual townhouse units on individual lots. All utilities mains were existing, and, the additional utility laterals and site improvements were installed with the building permit for the subject property. There were no conditions attached to the plat, therefore, the document is ready for approval and recordation.

**DECISION POINT RECOMMENDATION**

Approve the final plat document.

GARDEN TERRACES

A REPLAT OF LOTS 10, 11 & 12 & A PORTION OF LOT 9 OF BLOCK 8 OF COEUR D'ALENE & KING'S ADDITION,  
LOCATED IN THE SW 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN  
CITY OF COEUR D'ALENE KOOTENAI COUNTY IDAHO



# GARDEN TERRACES

A REPLAT OF LOTS 10,11 & 12 & A PORTION OF LOT 9 OF BLOCK 8 OF COEUR D'ALENE & KING'S ADDITION,  
LOCATED IN THE SW 1/4 OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
VICINITY MAP

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT MC CITY DEVELOPMENT LLC, A LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES THAT PROPERTY IN A PLAT TO BE KNOWN AS GARDEN TERRACES.

LOTS 10,11 & 12 & A PORTION OF LOT 9, OF BLOCK 8, OF THE CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE & KING'S ADDITION, RECORDED IN BOOK 10, PAGE 144, IN THE RECORDS OF KOOTENAI COUNTY, IDAHO, IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., IN THE RECORDS OF KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12 MARKED BY A 5/8 INCH DIAMETER REBAR WITH CAP STAMPED "6374"; FROM WHICH THE SOUTH TRAVE, SOUTH 02°22'02" WEST 105.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 MARKED BY A 5/8 INCH DIAMETER REBAR WITH CAP STAMPED "6374";

THENCE NORTH 87°35'45" WEST 164.93 FEET ALONG THE SOUTH LINES OF SAID LOTS 12, 11 AND 10 AND PORTION OF LOT 9 TO A SET 5/8 INCH DIAMETER REBAR WITH CAP STAMPED "6387";

THENCE NORTH 02°20'02" EAST 40.60 FEET TO A POINT ON THE EASTERLY TO THE RIGHT-OF-WAY OF THE ABANDONED NORTHERN PACIFIC RAILROAD POINTS BEING MARKED BY A SET 5/8 INCH DIAMETER REBAR WITH CAP STAMPED "6387";

THENCE IN A SOUTHERLY HORIZONTAL DIRECTION, ALONG THE EASTERLY TO THE RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILROAD, THENCE NORTH 87°35'45" WEST 164.93 FEET, THENCE A CONTRA ANGLE OF 77.22 DEGREES, ALONG A LINE OF 1044.22 FEET, AND HAVING A CURVE OF 100' RADIUS, NORTH 27°54' WEST 77.19 FEET, TO THE NORTH LINE OF SAID LOT 9, THE INTERSECTION OF SAID CURVE, AND LINE BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH CAP STAMPED "6374";

THENCE SOUTH 02°42'02" EAST 26.47 FEET ALONG THE NORTH LINE OF SAID PORTION OF LOTS 9, 10, 11 AND 12 TO THE NORTHEAST CORNER OF SAID LOT 12 AND THE POINT OF BEGINNING,

COM普ESSING OWNERSHIP, ALONE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF THE OWNER, HEREBY RETAINS AND GRANTS TO EACH FUTURE OWNER A 45-FOOT WIDE ACCESS EASEMENT OVER THE NORTH 45 FEET OF THE PLAT FOR THE PURPOSES OF INGRESS AND EGRESS.

THE OWNER HEREBY GRANTS TO THE CITY OF COEUR D'ALENE AND ALL UTILITY COMPANIES THAT SERVE OR WILL SERVE THE PLAT A 45-FOOT WIDE UTILITY EASEMENT OVER THE NORTH 45 FEET OF THE PLAT FOR THE PURPOSES OF INSTALLING, MAINTAINING AND PROVIDING UTILITIES.

THE OWNER HEREBY RETAINS AND GRANTS TO EACH FUTURE OWNER A 45-FOOT WIDE IRRIGATION EASEMENT OVER THE NORTH 45 FEET OF THE PLAT FOR THE PURPOSES OF DRAINING AND TREATING SEWAGE AS WELL AS INSTALLING AND MAINTAINING FACILITIES THAT PROVIDE SUCH DRAINAGE AND TREATMENT.

ALL LOTS OF THE PLAT ARE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS (COFRS) RECORDED IN KOOTENAI COUNTY, IDAHO AS

INSTRUMENT #\_\_\_\_\_

SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF COEUR D'ALENE.

MC CITY DEVELOPMENT LLC, A LIMITED LIABILITY COMPANY

DATE: 7/27/15

NOTARY PUBLIC  
ACKNOWLEDGED  
STATE OF  
IDAHO  
COUNTY OF COEUR D'ALENE

ON THIS 28<sup>th</sup> DAY OF JULY, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED Mark Ulrey, KNOWN TO ME OR DEBTRITED TO ME TO BE THE OWNER OF SAID PROPERTY.

OF MC CITY DEVELOPMENT LLC, A LIMITED LIABILITY COMPANY, THAT EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SAID LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC: Mark Ulrey  
RESIDING AT 251 N. WILLOW BAY DR, LONGVIEW, WA 98632  
COMMISSION EXPIRES: 11/20/19

## CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
COEUR D'ALENE CITY CLERK

## CITY ENGINEER'S CERTIFICATE

THIS PLAT IS HEREBY ACCEPTED AND APPROVED AS PLATTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
CITY OF COEUR D'ALENE ENGINEER

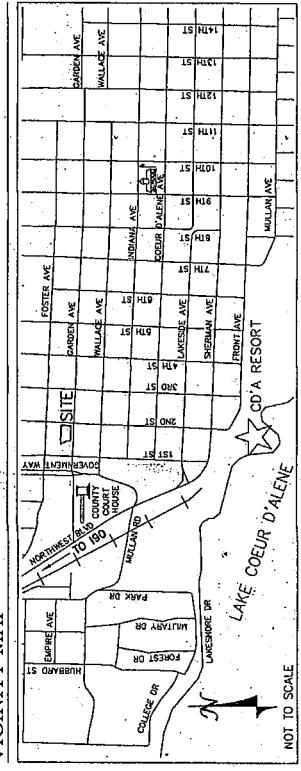
## SURVEYOR'S CERTIFICATE

THIS PLAT IS HEREBY ACCEPTED AND APPROVED AS PLATTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
CITY OF COEUR D'ALENE SURVEYOR

PROPOSED SURVEYOR  
STATE OF IDAHO  
CITY OF COEUR D'ALENE  
PROJECT NO. 9336  
SURVEYOR: Mark Ulrey  
DATE: 7/27/15  
FILE NUMBER: 12463

RECEIVED  
CITY OF COEUR D'ALENE  
APR 15 2015  
CITY OF COEUR D'ALENE  
RECEIVED  
CITY OF COEUR D'ALENE  
APR 15 2015  
CITY OF COEUR D'ALENE

BOOK PAGE  
INST. #



## RECORDERS CERTIFICATE

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.  
AT THE REQUEST OF \_\_\_\_\_, IN BOOK \_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_.  
INSTRUMENT NUMBER \_\_\_\_\_

## TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE HAVE BEEN PAID THROUGH July 1, 2015.  
AT BRANNON  
KOOTENAI COUNTY RECORDER  
Mark Ulrey  
KOOTENAI COUNTY TREASURER  
DATE: July 1, 2015

## HEALTH DISTRICT CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE HAVE BEEN SATISFIED BASED ON CONFIRMATION FROM THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF COEUR D'ALENE THAT PREVIOUSLY INSTALLED SEWER AND WATER SERVICES EXIST AND ARE AVAILABLE TO ALL PARCELS WITHIN THIS DEVELOPMENT. SANITARY RESTRICTIONS MAY BE IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE.  
BY THE ISSUANCE OF A CERTIFICATE OF APPROVAL.  
PANHANDLE HEALTH DISTRICT SIGNATURE: Natalie Hartley

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS \_\_\_\_ DAY OF \_\_\_\_\_.  
KOOTENAI COUNTY SURVEYOR  
REGISTERED SURVEYOR  
12463  
STATE OF IDAHO  
CITY OF COEUR D'ALENE  
PROFESSIONAL SURVEYOR  
STATE OF IDAHO  
CITY OF COEUR D'ALENE  
PROJECT NO. 9336  
SURVEYOR: Mark Ulrey  
DATE: 7/27/15  
FILE NUMBER: 12463

NOTARY PUBLIC APPROVED: Dick Angle Fick  
RESIDING AT 251 N. WILLOW BAY DR, LONGVIEW, WA 98632  
COMMISSION EXPIRES: 11/20/19

PLAT	GARDEN TERRACES
SW 1/4, S. 13, T. 50N, R. 4W., KOTENAI CO., ID	Johnson Surveying
DATE SURVEYED APR 15, 2015	Johnson, Mark Surveyor
DRAFTED BY BAG PROJECT NO. 06242015	Johnson, Mark Surveyor
FILE NAME: 12463 PLAT.DWG	Johnson, Mark Surveyor
CHECKED BY CAC PROJECT NO. 14410	Johnson, Mark Surveyor
RECEIVED BY COEUR D'ALENE CITY CLERK APR 15, 2015	Johnson, Mark Surveyor

~~Cemetery~~ CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 06/09/15  
Department Name / Employee Name / Date  
Request made by: Gina Lancaster 720-620-9556  
Name / Phone  
1494 East Skyview Lane Hayden ID 83835  
Address

The request is for:  Repurchase of Lot(s)  
 Transfer of Lot(s) from Justine Smith to Gina Lancaster

Niche(s): \_\_\_\_\_.

Lot(s): 03, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 33 Section: C

Lot(s) are located in  Forest Cemetery /  Forest Cemetery Annex (Riverview).

Copy of  Deed or  Certificate of Sale must be attached.

Person making request is  Owner  Executor\*  Other\* Niece to inter Mother

\*If "executor" or "other", affidavits of authorization must be attached. Sister of Justine Smith

Title transfer fee (\$ 0) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonne J. Jensen  
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes  No

2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

Mr. & Mrs Edward Barker (Genevieve)

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 1000 per lot.

Deb  
Supervisor's Init.

6/23/15  
Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received:  Yes  No.

Person making request is authorized to execute the claim:

Attachment  
Attorney Init.

6-23-15  
Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature

Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on:

Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorder in the Book of Deeds:  Yes  No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature

Date

Distribution: Original to City Clerk

Yellow copy Finance Dept.

Pink copy to Cemetery Dept.

RESOLUTION NO. 15-032

**RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO APPROVING A LEASE AGREEMENT WITH PETER GRUB, ROW, INC., d/b/a  
ROW ADVENTURES ("ROW") FOR A PADDLE BOARD AND BICYCLE RENTAL  
CONCESSION ON PUBLIC PROPERTY.**

WHEREAS, at the June 16<sup>th</sup>, 2015 City Council meeting the City Council authorized staff to negotiate a lease agreement with Peter Grubb d/b/a ROW Adventures; and

WHEREAS, the Parks and Recreation Department has negotiated said lease agreement with Peter Grubb, ROW, Inc. d/b/a Row Adventures ("ROW") for a paddle board and bicycle rental concession on public property, as set forth in a copy of the lease agreement marked as Exhibit "A" attached hereto and by this reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a lease agreement with ROW in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for a paddle board and bicycle rental concession on public property.

BE IT FURTHER RESOLVED, that the City enter into a lease agreement with ROW 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 lease 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 lease agreement on behalf of the City.

DATED this 7<sup>th</sup> day of July, 2015.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER                      Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS                      Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS                        Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN                      Voted \_\_\_\_\_

COUNCIL MEMBER EVANS                        Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER                      Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this **22<sup>nd</sup>** day of **June, 2015**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **ROW, INC, d/b/a ROW ADVENTURES ("ROW")**, with its principal place of business at 202 E. Sherman Ave. PO Box 579, Coeur d'Alene, ID 83816, hereinafter called "ROW."

### WITNESSETH:

WHEREAS, ROW has been awarded the contract for a paddle board and bicycle rental concession at a location generally described as: a 24' x 12' area (L x W) as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, ROW shall operate and maintain a paddle board and bicycle rental concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employee" shall include any employee of ROW, Inc.

Section 2. Community Relations: ROW agrees they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, ROW must become familiar with the immediate area including North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field, City Park, Fort Grounds, NIC, the City Museum, and the Visitors Center.

Section 3. Appropriate Attire: ROW agrees they and their employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks and Recreation Director. It will not be permissible to operate the concession without a shirt or in bikini type swimwear.

Section 4. Staffing: ROW's paddle board and bicycle rental concession must be staffed by at least one employee at all times.

Section 5. Items Allowed for Sale: Sunscreen, sunglasses, eyeglass retainers, waterproof wallet or phone pouches, and beach towels will be the only items allowed for sale. Sale of any other items must have written approval from the Parks and Recreation Director.

Section 6. Refuse: ROW agrees not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from site and disposed of at ROW's expense. ROW's paddle board and bicycle rental concession and immediately surrounding site must be kept clean at all times.

Section 7. Hold Harmless: ROW shall hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Memorial Field, Coeur d'Alene Museum, Independence Point parking lots, Mullan Road and/or City parks or docks. ROW further understand and agree that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 24 below entitled "Lessor's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by lessee's customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever lessee may have against the Lessor its employees, agents, elected and appointed officials in the event parking is modified. ROW shall hold the City harmless and shall give up all claims for any incidental or consequential damages to their building and or products from activities in and around this area including vandalism or theft.

Section 8. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, paddle board and bicycle rental concession permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but again not limited to, Fred Murphy Days, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving\or sponsored by the Coeur d'Alene Cultural Center.

Section 9. Worker's Compensation: ROW agrees to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should ROW fail to maintain such insurance during the entire term hereof, ROW shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 10. Negligent or Wrongful Act: ROW agreed to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees. ROW further agreed, at ROW's cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of ROW's concession or in connection with the negligent or wrongful acts, errors and omissions of ROW, their agents or employees.

Section 11. Cart Specifications: ROW agrees to the following concession specifications, which will be adhered to by ROW:

- A. Length: 24ft. width: 12 ft. height: 10 ft.
- B. The concessions must be kept clean throughout the season.

Section 12. Term: The City shall grant a paddle board and bicycle rental concession permit to ROW for the season of June 22, 2015 to September 17, 2015.

Section 13. Consideration: ROW shall in consideration for the permit to operate and maintain said paddle board and bicycle rental concession as set forth in Section 15 at the said location, shall pay the sum of One Thousand Five Hundred and 00/100 Dollars to be paid in full before June 23, 2015 for the 2015 season beginning on June 23<sup>rd</sup> to September 20<sup>th</sup>, 2015. Payment shall be made to the City Parks & Recreation Department.

Section 14. No Alcohol: ROW agrees they shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots.

Section 15. City Ordinances: ROW shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.

Section 16. Glass Containers: ROW agrees not to dispense drinks in glass containers.

Section 17. Violation of Regulations: ROW agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and ROW may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 18. Non-transferable: ROW also agrees and understands concession sites cannot be transferred to another vendor without permission of the City.

Section 19. No Truck Parking: Except for parking in lawfully designated parking spaces, neither ROW nor their agent (s) or employees shall park trucks or other vehicles adjacent to the concession site for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 20. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 21. Forfeiture of Permit: It is understood that time is of the essence and should ROW fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, ROW shall cease operation of the concession at the location, and any monies paid shall be pro rated as of the date of forfeiture. However, that before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

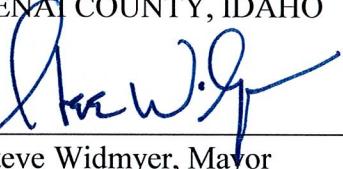
Section 22. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to ROW at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written

and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

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

CITY:

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

By: 

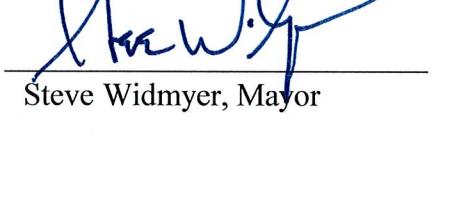
Steve Widmyer, Mayor

LESSEE:

ROW, INC, d/b/a ROW ADVENTURES

By: 

Peter Grubb

By: 

Renata McLeod, City Clerk

STATE OF IDAHO )  
                  ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

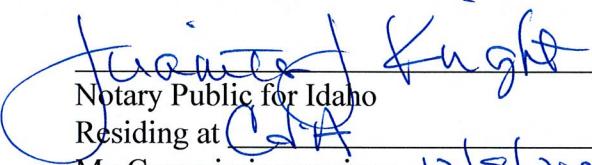
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

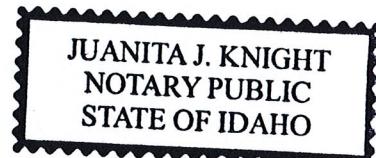
\*\*\*\*\*

STATE OF IDAHO )  
                  ) ss.  
County of Kootenai )

On this 25th day of June, 2015, before me, a Notary Public, personally appeared **Peter Grubb**, know to me to be the President of **ROW, INC, d/b/a ROW ADVENTURES**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: 12/8/2020



**EXHIBIT "A"**



## **ANNOUNCEMENTS**

# Memo to Council

DATE: June 24, 2015

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the July 7th Council Meeting:

KATHLEEN SAYLER

JEWETT HOUSE ADVISORY BOARD

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Steve Anthony, Jewett House Advisory Board Liaison

**OTHER BUSINESS**

**CITY COUNCIL  
STAFF REPORT**

**DATE:** **June 22, 2015**

**FROM:** Terry Pickel, Assistant Water Superintendent

**SUBJECT:** Approval of Bid for a 600 kW/750 kVA Standby Generator

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**DECISION POINT:** Staff requests City Council approval of the lowest bid and authorization to purchase a CAT 600 kW/750 kVA generator set from Western States Equipment Co.

**HISTORY:** As a condition of DEQ permit approval for the Ralph Capaul Well, the Water Department is required to provide auxiliary power at the new pump station per IDAPA 58.01.08 public water system design criteria. Upon review of the equipment at the new well, staff determined that a generator similar in size to the one stationed at the Prairie Well should be suitable. To verify this, the existing equipment was loaded onto our equipment trailer and transported to the new well and temporarily connected. The well was started several times on the generator to confirm that an identical generator would indeed be sufficient to operate the well in the event of an emergency during a power outage. The purchase of the new generator will complete all DEQ requirements for the new well and will be the last major step in the project.

**FINANCIAL ANALYSIS:** Staff prepared specifications and solicited bids for a 600 kW/750 kVA standby generator with only two bids received. The bid results are: \$87,141.00 from Western States Equipment Co. and \$95,547.00 from EC Power Systems. The preliminary engineer's sizing estimate was approximately \$105,000. The generator purchase was provided for in the 2014-15 FY Budget with a capital line item balance of \$200,000. The funding source for this generator is from capitalization fees. The line item also was intended to provide funding for anticipated replacement of an undersized generator for the Elm St. Booster Station which will be funded from rates.

**PERFORMANCE:** The proposed generator is sized to adequately run the 600 horsepower pump motor and related equipment at the Ralph Capaul Well. The generator is diesel powered with a self-contained double wall, sub-frame mounted fuel tank capable of running the generator at full load for a minimum of eight (8) hours as required by IDAPA 58.01.08 design criteria. The generator will have a weatherproof enclosure to protect it from the elements will sit on a concrete pad on the west side of the building just inside the fence. The control features of the generator are compatible with the new SCADA Panel within the well and the Motor Control Center (MCC) is already equipped with a manual transfer switch to switch from the power provider to the generator as needed in an emergency.

**DECISION POINT/RECOMMENDATION:** Staff is requesting City Council approval of the lowest submitted bid and authorization to purchase a CAT 600 kW/750 kVA standby generator from Western States Equipment Co.

## PICKEL, TERRY

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**From:** MCLEOD, RENATA  
**Sent:** Tuesday, June 16, 2015 10:28 AM  
**To:** PICKEL, TERRY  
**Subject:** power source bids  
**Attachments:** Renata McLeod.vcf; western states bid\_-06162015091237.pdf; ec power bid-06162015091006.pdf

Here are the bids and the results below! Renata

City of Coeur d'Alene	710 E Mullan Ave	Coeur d Alene ID 83814	208-755-9508	Renata Mcleod	<a href="#">renata@</a>
E C Power	4499 S Market St	Boise ID 83705	208-342-6541	Kevin Lee	<a href="#">kevinl@</a>
Western States Equipment	4625 E Trent Ave	Spokane WA 99212	509-535-1744	Rick Armstrong	<a href="#">rickarn@</a>
CMEC	1101 W Grange Ave	Post Falls, ID 83854	208-773-5226	Kiana Sandusky	<a href="#">kiana@</a>
	BID Results	Bond			
E C Power	\$95,547.00				
Western States Equipment	\$87,141.00				



**BASE BID SCHEDULE**

(See pay item details in Section 2 of "Technical Specifications")

PAY ITEM NO.	ITEM DESCRIPTION	EST QNT	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID	<b>600 KW / 750 KVA STANDBY POWER SOURCE</b>				
1.	PROVIDE 600kW, 750 kVA DIESEL GENERATOR SET MOUNTED ON A SUB-BASE MOUNTED FUEL TANK W/ WEATHER ENCLOSURE	1	LS	\$85,541.00	\$ 85,541.00
2.	PERFORM INITIAL STARTUP AND CONFIRM PROPER OPERATION	1	LS	\$1,600.00	\$1,600.00
	<b>TOTAL BASE BID</b>			<b>\$ 87,141.00</b>	<b>\$87,141.00</b>

**TOTAL BASE BID** Eighty Seven Thousand One Hundred Forty One Dollars and no/100's

(\$ 87,141.00 )

(use words)

**BASE BID SCHEDULE**

(See pay item details in Section 2 of "Technical Specifications")

PAY ITEM NO.	ITEM DESCRIPTION	EST QNT	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID	<b>600 KW / 750 KVA STANDBY POWER SOURCE</b>				
1.	PROVIDE 600kW, 750 kVA DIESEL GENERATOR SET MOUNTED ON A SUB-BASE MOUNTED FUEL TANK W/ WEATHER ENCLOSURE	1	LS		95,547.00
2.	PERFORM INITIAL STARTUP AND CONFIRM PROPER OPERATION	1	LS		Included
	<b>TOTAL BASE BID</b>	1	LS		95,547.00

**TOTAL BASE BID** Ninety Five Thousand Five Hundred Fourty Seven Dollars and 00/100

(\$ 95,547.00 )

(use words)

**RESOLUTION NO. 15-033**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
ACCEPTING THE BID OF WESTERN STATES EQUIPMENT, CO. AND APPROVING A  
PURCHASE AGREEMENT FOR A CAT STANDBY POWER SOURCE.**

WHEREAS, the City heretofore duly advertised invitation for bids for the purchase of a standby power source in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement and the lowest responsible bid received was that of Western States Equipment, Co., in the amount of Eighty-Seven Thousand One Hundred Forty-One Dollars and no/100's (\$87,141.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Western States Equipment Co. in the amount of \$87,141.00 for the purchase of a CAT standby power source is hereby accepted.

BE IT FURTHER RESOLVED, that the City will enter into a purchase agreement with Western States Equipment, Co. 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 purchase agreement provided that 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 contact on behalf of the City.

DATED this 7<sup>th</sup> day of July, 2015.

---

Steve Widmyer, Mayor

ATTEST:

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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 \_\_\_\_\_.



# Proposal

Project: CDA 600 kw

Date: 06/15/2015

Quote: 30069521

Attn: Terry

Valid: 30 days

From: Rick Armstrong

## *Generator Set:*

Manufacturer: Caterpillar	Model: C18	KW: 600	Rating: Standby	Fuel: Diesel	Voltage: 277/480 3 ph 4 wire	Frequency: 60 hz
UL2200 Listed: Yes	Misc Items:					

## *Controls:*

Control Panel: EMCP 4.2	Run Contacts: Form C - 1 set	Speed Control: Electronic Isochronous	Alarm Contacts: 1 Set common alarm
Remote Communications: Modbus RS-485	Misc Items:		

## *Starting System:*

Coolant Heater: Yes 208/240 vac	Battery Charger: 10 amp NFPA110	Misc Items: 24 vdc starting batteries, rack and cables. 24 vdc battery disconnect switch.
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## *Alternator / Breaker:*

Excitation System: AREP Brushless	Voltage Regulator: Cat standard	Ground Fault: Not required	Circuit Breaker # 1: 1200 amp 100% rated
Misc Items:			

## *Packaging:*

Enclosure: Weather Protective	Fuel Tank: 9 hour	Fuel Tank Type: Double Wall UL142	Exhaust System: Exterior Mounted
Enclosure Color: White	Electrical Package: Yes	Misc Items: Common single connection point for coolant heater and charger	

## **Included:**

Startup: Added as line item

Site Load test: 100% available building load

Maintenance Program: Available

Factory Test: 100% load

Warranty Genset: 24 month standby (parts labor & travel)

Owner training: Yes 1 hr at time of startup

Freight: Included to first destination

## **Not included:**

Installation / Anchor Calculations:

Any fuel or fuel piping

Taxes / Permits of any kind / Any engineering

Offloading at jobsite:

## **Notes and clarifications:**

Freight is included to the customer location on a flatbed trailer for offloading by crane. Customer to provide crane for offloading. Generator will not be shipped inside a van trailer.

**Terms:**

100% of payment is required prior to startup and testing on the jobsite.

Additional trips to jobsite due to installation items beyond our control will be additional. A pre-startup check off list is required to be sent to WSECO project manager prior to startup date.

Payment terms are in accordance with WSECO standard terms stated below upon approved account

No retainer is allowed unless specifically agreed to in writing prior to order placement.

Cancellation charges minimum of 25% once released. No return on manual transfer switches

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Accepted By:

Rick Armstrong

Signature:

Power System Sales

Spokane: 509-535-1744

Printed Name:

Missoula: 406-721-4050

Kalispell: 406-752-3030

Pasco: 509-547-9541

Lewiston: 208-746-3301

Company:

1. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
2. **TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.
4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, short age in shipment is not deemed to constitute a nonconformity.

5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.
8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.
9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.
10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.

## **Staff Report**

**Date:** July 7, 2015  
**From:** Troy Tymesen, Finance Director  
**Subject:** IRONMAN contract modifications

### **Decision Point:**

To approve the contract modifications to the IRONMAN Host Venue Agreement.

### **History:**

The relationship with IRONMAN, the Coeur d' Alene Chamber and the City began in 2003. The revisions to the most recent IRONMAN Host Venue agreement have been approved by the Chamber's Board of Directors. There is support for the modifications from the Downtown Association as well as the Coeur d' Alene Resort.

### **Financial Analysis:**

The financial modifications to the agreement reduce the cost burden to the Chamber for the full IRONMAN event by \$136,000 over the five year term. The City would maintain its level of support for the full triathlon. The City requested \$21,750 as reimbursement for personnel overtime costs for the 70.3 IRONMAN (half) which is scheduled to take place in June of 2016. The entity taking the lead role for the funding is the North Idaho Sports Commission. The Coeur d' Alene Chamber of Commerce will assist with the activities necessary to raise the funds. Funding will come from the hotel rebate program, the Convention and Visitor's Bureau, the Department of Commerce and Tourism, as well as business contributions.

### **Performance Analysis:**

The modifications to the contract include: Extending the full IRONMAN to the year 2020, an extension of 3 years, and moving the date of that triathlon to August. In addition there would be a 70.3 IRONMAN that would take place in June. There are no "sponsorship fees" for the 70.3 race. The City would be responsible for the same level of support services for each IRONMAN event, as it has provided since 2003.

### **Decision Point/Recommendation:**

To approve the contract modifications to the IRONMAN Host Venue Agreement.

RESOLUTION NO. 15-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A HOST VENUE AGREEMENT BETWEEN WORLD TRIATHLON CORPORATION, COEUR D'ALENE CHAMBER OF COMMERCE, AND THE CITY OF COEUR D'ALENE FOR THE ANNUAL IRONMAN® COEUR D'ALENE TRIATHLON EVENT.

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

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Host Venue Agreement, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 7<sup>th</sup> day of July, 2015.

---

Steve Widmyer, Mayor

ATTEST:

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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 \_\_\_\_\_.



## HOST VENUE AGREEMENT

*Coeur d'Alene, Idaho – 2016-2020*

This Host Venue Agreement (this “Agreement”) is made as of June \_\_\_, 2015 (the “Effective Date”) by and among **WORLD TRIATHLON CORPORATION**, a Florida corporation having its principal business address at 2701 North Rocky Point Drive, Suite 1250, Tampa, Florida 33607 (“WTC”), the **CITY OF COEUR d’ALENE**, a body corporate and political subdivision of the State of Idaho, with its office located at 710 Mullan Avenue, Coeur d’Alene, Idaho 83814, (the “City”), and the **COEUR d’ALENE CHAMBER OF COMMERCE**, with its office located at P.O. Box 850, 105 N. 1<sup>st</sup> Street, Coeur d’Alene, Idaho 83814, (the “Chamber” and, together with the City, the “Host”). (WTC, the City, and the Chamber are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

### RECITALS

**WHEREAS**, the Parties entered into that certain HOST VENUE SPONSORSHIP AGREEMENT, dated as of June 22, 2012 (the “Prior HVSA”), with respect to an annual IRONMAN® Coeur d’Alene triathlon event for the years 2013-2017; and

**WHEREAS**, the Parties desire to terminate the Prior HVSA early, and to replace it with this Agreement which provides for, subject to the terms hereof, both an annual IRONMAN® Coeur d’Alene triathlon event and an annual IRONMAN® 70.3® Coeur d’Alene triathlon event, in each case for the years 2016-2020.

### AGREEMENT

**NOW, THEREFORE**, the Parties agree as follows:

1. **Initial Matters.**

- (a) **Termination of Prior HVSA.** The Parties agree that the Prior HVSA will be deemed terminated effective as of July 1, 2015.
- (b) **Certain Definitions.** As used herein:
  - (i) “Event” means a multiple-day event at the Venue that includes, without limitation, the Race (as defined below), a vendor exposition (the “Expo”), athlete check-in, transition areas, awards ceremony, and press conference, and certain administrative, operational, and marketing functions related thereto.
  - (ii) “Race” means, as the case may be, an IRONMAN®-branded endurance triathlon (comprising an approximately 2.4-mile swim, 112-mile bicycle ride, and 26.2-mile run) at the Venue or an IRONMAN 70.3®-branded triathlon (comprising an approximately 1.2-mile swim, 56-mile bicycle ride, and 13.1 mile run) at the Venue.
  - (iii) “Venue” means in and around Coeur d’Alene, Idaho.

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

- (a) Host authorizes WTC to prepare and conduct, subject to the terms of this Agreement, an annual IRONMAN® Coeur d’Alene triathlon event and an annual IRONMAN® 70.3® Coeur d’Alene triathlon event, in each case at the Venue in each of the years 2016, 2017, 2018, 2019, and 2020 (each, a “Race Year”). WTC agrees to conduct each such Event, subject to the terms of this

Agreement. WTC is and will be the owner of each Event and nothing herein constitutes a license from WTC to Host or any third party to establish or operate any Event or Race, or any other event or race.

- (b) The Parties anticipate that each Race will be in accordance with the following schedule, provided, however, that prior to January 30 of each Race Year, WTC shall confirm with Host the actual dates of that year's Races (and any subsequent change to such dates will be by mutual agreement of the Parties):

IRONMAN <u>70.3</u> Coeur d'Alene	
Year	Race Date
2016	Sunday, June 26 <sup>th</sup>
2017	Sunday, June 25 <sup>th</sup>
2018	Sunday, June 24 <sup>th</sup>
2019	Sunday, June 30 <sup>th</sup>
2020	Sunday, June 28 <sup>th</sup>

IRONMAN Coeur d'Alene	
Year	Race Date
2016	Sunday, August 21 <sup>st</sup>
2017	Sunday, August 27 <sup>th</sup>
2018	Sunday, August 26 <sup>th</sup>
2019	Sunday, August 25 <sup>th</sup>
2020	Sunday, August 30 <sup>th</sup>

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

3. **Term.** This Agreement is effective for all purposes beginning on the Effective Date and shall automatically terminate thirty (30) days after the final Event in the final Race Year ("Term"), unless sooner terminated in accordance with the terms of this Agreement. If the Agreement is terminated in accordance with this Agreement prior to the expiration of the Term, the Parties shall perform their respective obligations that have accrued through and including the date of such termination.

#### 4. **Host Support Services.**

- (a) Host shall timely provide to WTC, or for WTC's benefit, the services, equipment, value in-kind, and personnel set forth in Exhibit B (the "Host Support Services") for each Event. The Parties acknowledge that, as indicated in Exhibit B, certain of the Host Support Services will be provided by the City (and not by the Chamber) and certain other of the Host Support Services will be provided by the Chamber (and not by the City). Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost.
- (b) To the extent Host does not timely provide any portion of the services, equipment, or items that are Host Support Services, Host shall, within 10 days after the applicable Event, reimburse WTC to the extent WTC incurs, or will incur, any costs, expenses, or fees to obtain or provide such Host Support Services.
- (c) The Host Support Services may be modified, changed, or otherwise altered from time to time by mutual agreement. WTC shall, within a reasonable time prior to the applicable Event, provide written notice to Host regarding any such proposed alterations.

#### 5. **Financial Matters**

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

Race Year	Annual Amount Due	Installment Payment Amount	Due Date
2016	\$50,000.00	\$25,000.00	<b>June 1</b>
		\$25,000.00	<b>August 1</b>
2017	\$55,000.00	\$27,500.00	<b>June 1</b>
		\$27,500.00	<b>August 1</b>
2018	\$60,000.00	\$30,000.00	<b>June 1</b>
		\$30,000.00	<b>August 1</b>
2019	\$65,000.00	\$32,500.00	<b>June 1</b>
		\$32,500.00	<b>August 1</b>
2020	\$70,000.00	\$35,000.00	<b>June 1</b>
		\$35,000.00	<b>August 1</b>

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

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

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

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

- (C) Chamber shall not communicate any Event sponsorship or Expo vendor opportunity to any potential sponsor or vendor unless such specific sponsor/Expo vendor has been pre-approved in writing by WTC;
  - (D) WTC reserves the right, in WTC's sole and absolute discretion, to reject any proposed sponsorship, sponsor, or Expo vendor including, without limitation, those referred by Chamber; and
  - (E) Host shall use best efforts to prevent third parties from purporting to be a sponsor or Expo vendor of the Event unless such party is a party to a Sponsorship and/or Expo Vendor Agreement (as defined below). Neither Chamber nor City has the authority to legally bind WTC, and neither shall represent to any third party that it has such authority. No Chamber-Referred Third-Party Sponsorship will be valid unless in a written agreement signed by both WTC and the sponsor/Expo vendor party (a "Sponsorship and/or Expo Vendor Agreement".)
- (ii) *Chamber Revenue Share.* If, during the period between the Effective Date and the final Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to any Event) with a third-party sponsor or Expo vendor for a Chamber-Referred Third-Party Sponsorship where such sponsor or Expo vendor was referred to WTC by Chamber and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to Chamber an amount equal to twenty-five percent (25%) of the Net Proceeds (as defined below) (such portion of the Net Proceeds is referred to herein as the "Chamber Revenue Share").
- (A) "Net Proceeds" means, net of applicable taxes, ninety percent (90%) of the total cash actually received and retained by WTC from the applicable Chamber-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC's expected costs to activate and implement the benefits for such Chamber-Referred Third-Party Sponsorship).
  - (B) *Based Only on Cash Proceeds.* For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and Expo fees from the Chamber-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may otherwise be approved in writing by WTC in each instance.
  - (C) *Origination.* Chamber will be deemed to have referred an Event-specific sponsor or Expo vendor to WTC if, in good faith, Chamber provides such sponsor/Expo vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by Chamber, WTC is neither doing business nor has any contract with such sponsor/Expo vendor (or any of its subsidiaries or affiliates), nor communicated, during the then prior 24-month period, with such sponsor/Expo vendor (or any of its subsidiaries or affiliates) regarding the possibility of doing business or entering into any contract with WTC (or any of its subsidiaries or affiliates).
  - (D) *Other Events.* For avoidance of doubt: Chamber has no right to receive the Chamber Revenue Share (or any other commission or fee) in connection with any event(s) other than the Events (e.g., IRONMAN Florida, IRONMAN 70.3 Augusta, etc.), regardless of whether Chamber referred to WTC a third-party sponsor/Expo vendor for such other event(s).

6. **WTC Obligations.**

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

7. **Exclusivity.**

- (a) During the Exclusivity Period (as defined in subsection (b) below), Host shall not produce, promote, advertise, conduct, host, permit, or contract or partner with any person or entity except WTC for, or in connection with, any other triathlon event that features any race distance longer than that of an Olympic/International distance triathlon (as defined by the International Triathlon Union); provided, however, that nothing herein shall prohibit the annual “Coeur d’Alene Triathlon & Duathlon” (the “CDA Tri/Du”) from taking place so long as the CDA Tri/Du:
- (i) Is an Olympic/International distance triathlon;
  - (ii) Occurs at least 14 days before or 14 days after any Event; and
  - (iii) Is not produced or operated by, licensed from or to, or otherwise associated with, Life Time Fitness, Rev 3, Challenge Americas or Challenge Family Triathlon, HITS Triathlon Series, Competitor Group, Inc., or any other competitor of WTC (or any affiliate or successor of any such competitor entity).
- (b) “Exclusivity Period” means the Term and, as the case may be, either:
- (i) the 18-month period following termination of this Agreement, if this Agreement is terminated by Host under the terms of Section 16(a); or
  - (ii) the 26-month period following expiration or termination of this Agreement, if (A) the Term expires, (B) this Agreement is terminated by WTC under the terms of Section 16(a), or (C) this Agreement is terminated by WTC or Host for any other reason in accordance with the terms of this Agreement.
- (c) During each Event weekend, neither the City nor the Chamber may produce, conduct, host, or permit any other event, that would interfere with the Event, that takes places anywhere in the Venue.
- (d) Except with respect to promotion of the CDA Tri/Du, Host shall ensure that no marketing, promotion, banner, reference, or the like of any third party in direct competition with WTC, either Event, or any sponsor of either Event, appears anywhere on the City’s website or the Chamber’s website homepage.

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

- (a) Subject to subsection (b) below, WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming and photography, all of which is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or displayed without the written permission of WTC. WTC may, at its sole discretion, award any or all of these rights to third parties or to the Host.
- (b) During the Term, Host shall have a limited, non-transferable, non-sublicensable, non-exclusive license (the “Media License”) to use those certain photographs and video clips related to the Event that WTC provides to Host (the “WTC Media”), provided that:

- (i) Such use is solely for purposes of promotion of the Event, which promotion may be in conjunction with the promotion by Host of tourism to the City;
- (ii) Such use complies fully with all guidelines of WTC's Media and Television departments, which guidelines may change from time to time;
- (iii) In no event may Host use any WTC Media on any merchandise, products, or services; and
- (iv) All WTC Media are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Media shall enure solely to the benefit of WTC.

9. **Ambush Marketing.**

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

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

- (a) Subject to the terms of this Agreement, Host shall provide promotional assistance, with respect to each Event, as described in Exhibit B.
- (b) Host shall not make any announcement (whether in writing, orally, via the Internet, or otherwise) of the Event without the prior written consent of WTC (solely with respect to the content of each such announcement), which consent will not be unreasonably withheld.
- (c) Host, on its website, shall reference the Event and the fact that Host is hosting the Event.
- (d) Host shall not use the Event, or any marketing opportunity related thereto or arising out of the Event, for any purpose other than to promote the Venue and the Event in a positive light.

- (e) To the extent allowed by law, Host shall not permit any political statements, propaganda, or the like to be associated with, whether directly or indirectly, the Event or any marketing or promotion in connection with the Event.
- (f) Host shall acknowledge in writing on its advertising and/or marketing materials (in connection with the Event) the existence of this Agreement by use of the following language:

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

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

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

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

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein.
- (b) This Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- (c) Neither the execution, delivery, nor performance of this Agreement by such Party violates or will violate or cause a breach of any other agreements or obligations to which such Party is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by such Party.

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

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

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

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

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

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

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

(a) General. Subject to Sections 16(b) and 16(c):

(i) If WTC breaches a material provision of this Agreement, Host may terminate this Agreement upon thirty (30) days' written notice to WTC (which notice shall include a description of such breach) provided that, during such thirty (30) day period following receipt of such notice, WTC fails to cure such breach.

(ii) If either the City or the Chamber breaches a material provision of this Agreement, WTC may terminate this Agreement upon thirty (30) days' written notice to Host (which notice shall include a description of such breach), provided that, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

(b) WTC's Other Termination Rights. Notwithstanding anything to the contrary herein, WTC shall have the right to immediately terminate this Agreement:

(i) for any reason or no reason, if WTC gives written notice to Host during the 90-day period following the end of any Event;

(ii) at any time if, after consulting with Host, WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC, whether due to: (A) failure to timely obtain any of the permits or third-party approvals for the Event or any aspect thereof; (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors, if such condition likely cannot be remedied prior to the Event at no cost to WTC; or

(iii) if Host files, or has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.

(c) Host's Other Termination Rights. Notwithstanding anything to the contrary herein, Host shall have the right to terminate this Agreement, for any reason or no reason, if Host gives written notice to WTC, in which case the termination will become effective 26 months after such written notice is received by WTC.

(d) Alternative Right to Remove Either Event. If either Party has the right to exercise any right, under the terms of this Agreement, to terminate this Agreement, such Party may, in lieu of exercising such right in such instance, elect (by written notice to the other Party (the “Removal Notice”)) to remove from the scope of this Agreement either the IRONMAN 70.3 Coeur d’Alene Event or the IRONMAN Coeur d’Alene Event (as the case may be, the “Removed Event”), such that the Agreement will continue in effect in all respects (including without limitation Chamber’s obligation to pay the Host Sponsorship Fees, and WTC’s obligation to conduct whichever Event that is not the Removed Event), except that WTC will not, after such removal right is exercised by the applicable Party, be required to conduct the Removed Event after the Removal Notice is given.

(e) Effects of Termination.

- (i) Expiration or termination of this Agreement for any reason will not relieve any Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
- (ii) If this Agreement is terminated by WTC under the terms of Section 16(a) or Section 16(b)(iii) all unpaid Host Sponsorship Fee amounts with respect to the Race Year in which the termination occurred shall be immediately due and payable to WTC.
- (iii) Except as may be provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

17. Confidentiality.

- (a) During the term of this Agreement, except for disclosure required by law, or articles of incorporation or bylaws if in the case of the Chamber, each Party (the “Receiving Party”) shall keep confidential, and other than as provided herein, shall not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents or materials, owned, developed or possessed by any other Party, whether in tangible or intangible form. The Receiving Party shall use best efforts to prevent the unauthorized use and disclosure of such information, and to prevent unauthorized persons or entities from obtaining or using such information. The Receiving Party further agrees to refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of such information. The Receiving Party may disclose such information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder. The Receiving Party shall be liable for any unauthorized use and disclosure of such information by any of its officers or employees. Should the Receiving Party be required to disclose such information in order to comply with applicable governmental laws, regulations, or a court order, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and, with respect to any court or state or federal governmental agency order (a “Disclosure Order”), each of the Parties shall use its reasonable efforts to (i) secure confidential treatment (whether through protective orders or otherwise) of the information to be disclosed pursuant to such Disclosure Order and (ii) ensure that only the minimum amount of information necessary to comply with such Disclosure Order is disclosed.
- (b) Notwithstanding the foregoing, the provisions of subsection (a) above shall not apply to knowledge, information, documents or materials for which the Receiving Party can conclusively establish: (i) have entered the public domain without Receiving Party’s breach of any obligation owed to the disclosing Party; (ii) have become known to the Receiving Party prior to the disclosing Party’s disclosure of such information to such Receiving Party; (iii) are permitted to be disclosed by the prior written consent of the disclosing Party; (iv) have become known to the Receiving Party from a source other than the disclosing Party, other than by breach of any

obligation of confidentiality owed to the disclosing Party; or (v) are independently developed by the Receiving Party without breach of this agreement.

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

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

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

21. **Jurisdiction and Dispute Resolution.**

- (a) **Governing Law.** Notwithstanding the place where this Agreement may be executed by any Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Idaho, United States of America, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either a state court, or (if has or can obtain jurisdiction) a federal court, located in Idaho (each, an "Idaho Court").
- (b) **Mediation.** If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information (a "Dispute") arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement (including without limitation regarding issues of jurisdiction, the existence, scope, validity, performance, interpretation, termination, as well as entitlement to and amount of attorneys' fees and costs to the prevailing Party) and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association ("AAA") under its then current Commercial Mediation Rules before resorting to arbitration or litigation. An AAA mediator, acceptable to the Parties and knowledgeable in the field of commercial matters, shall conduct the mediation. The mediation shall take place in Coeur d'Alene, Idaho or Spokane, Washington. Each Party shall bear its own costs with respect to such mediation, except that any fees charged by such mediator or AAA in connection with such mediation shall be allocated as set forth below.
- (c) **Arbitration.** Any Dispute that cannot be settled through negotiation or mediation as set forth above shall be referred to a sole arbitrator selected by the Parties within thirty (30) days after the

mediation, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Idaho Arbitration Code. The venue of any such arbitration shall be solely in Coeur d'Alene Idaho or Spokane, Washington. Judgment on the award rendered by the arbitrator may be entered solely in any court of competent jurisdiction. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

- (d) **Enforcement.** Other than the costs and expenses of mediation, if any Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from each other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.
- (e) **Mediation/Arbitration Charges.** Each Party shall initially bear an equal share of the mediator's and arbitrator's compensation and administrative charges of the mediation or arbitration and shall make deposits with the American Arbitration Association of its share of the amounts requested by the American Arbitration Association. Failure or refusal by a Party to timely pay its share of the deposits for the mediator or arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the mediator or arbitrator of a Party's failure to pay its share of the deposits for the mediator's or arbitrator's compensation and administrative charges for the purpose of implementing this provision shall not be deemed to affect the mediator's or arbitrator(s)' impartiality or ability to proceed with the mediation or arbitration.
- (f) **General.** The requirement for mediation and arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of mediation and arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect to the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in a State or Federal Court for Idaho. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to mediate and arbitrate.

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

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

Force Majeure Event, the Parties agree to negotiate a date to reschedule the Event if practicable. If the Event is rescheduled and/or relocated within the Venue, no Party is relieved of its obligations as set forth in this Agreement. For purposes of this Agreement, the cancellation by WTC of any leg of either Race (e.g., the swim leg) will not be deemed to be a cancellation of the Event.

24. **Notices.**

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

**If to City:**

City of Coeur d' Alene  
710 Mullan Avenue  
Coeur d' Alene, ID 83814  
Attention: City Clerk  
E-mail: [cityclerk@cdaid.org](mailto:cityclerk@cdaid.org)

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

**If to Chamber:**

Coeur d' Alene Chamber of Commerce  
105 N. First St. Suite 100  
Coeur d' Alene, ID 83814  
Attention: President  
E-mail: [Steve@cdachamber.com](mailto:Steve@cdachamber.com)

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

**If to WTC:**

World Triathlon Corporation  
2701 North Rocky Point Drive  
Suite 1250  
Tampa, Florida 33607  
Attention: Chief Legal Officer  
E-mail: [Legal@Ironman.com](mailto:Legal@Ironman.com)

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

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

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

26. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. If any term, clause, or provision

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

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

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

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

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

**WTC:**

**WORLD TRIATHLON CORPORATION**

By: \_\_\_\_\_

Name: ANDREW MESSICK

Title: CHIEF EXECUTIVE OFFICER

Date: \_\_\_\_\_, 2015

**CITY:**

**CITY OF COEUR d' ALENE**

By: \_\_\_\_\_

Name: STEVE WIDMYER

Title: MAYOR

Date: \_\_\_\_\_, 2015

**CHAMBER:**

**COEUR d' ALENE CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

[ SIGNATURE PAGE TO HOST VENUE AGREEMENT (2016-2020) ]

## **EXHIBIT A**

### **Wire Transfer Instructions**

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

#### **Bank Wire Transfer to:**

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

\* \* \* \* \*

## **EXHIBIT B**

### **Host Support Services**

#### **1. Facilities**

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

- (a) Lake Coeur d'Alene for the swim course including set up and tear down.
- (b) Expo/registration/transition area in the City Park from Monday pre-Race through Tuesday post-Race; including the Parks Amphitheater, electric power, water, gazebo's and picnic areas.
- (c) Roads within City limits for the Bike route and Run route including closed streets on Race Day in the City Area to the extent possible.
- (d) Finish line on Sherman Avenue between 1<sup>st</sup> and 2<sup>nd</sup> Streets. Set up will include a finish structure, bleachers, sound systems and tents as provided by Ironman. Set up will occur Friday evening prior to the Race; tear down will occur Monday a.m.
- (e) Subject to City contractual requirements with Diamond Parking: Parking lots used for past Ironman Coeur d'Alene events, including without limitation Independence Point, 3<sup>rd</sup> Street lot (or suitable alternative), and the Museum lot. Host shall ensure that sufficient, demarcated, and confined parking areas are available to the spectators and visitors. Clear and proper signs to the parking areas are to be placed on appropriate major roads.
- (f) Suitable roads within the City limits with permits for the bike course and run course; Host shall repair and/or remove all potholes and other potential hazards along the route.
- (g) Roads and City Park as needed for a kids race during Race week between Tuesday and Saturday.

#### **2. Services, Equipment, Personnel**

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

<u>Obligation of</u>	<u>Obligation</u>	<u>Applicable Event each year</u>
<b>Chamber</b>	(a) Year-round office space at the Chamber's building for the Volunteer Coordinator to include a telephone. WTC is responsible for paying all long distance calls and faxes. Chamber will provide desk and chairs and a computer workstation.	Both Events
<b>Chamber</b>	(b) Up to 2,000 square feet of open storage space to Ironman for year-round use. Host shall also provide up to 1,500 square feet of closed storage space to WTC for year-round use.	Both Events
<b>City</b>	(c) Allow storage containers to be placed on City of Coeur d'Alene property. <i>WTC to cover reasonable rental costs for such containers.</i>	Both Events
<b>Chamber</b>	(d) An Event Volunteer Director to recruit and manage volunteer captains and volunteers. WTC shall have approval authority on the candidate for Volunteer Director. The Parties acknowledge a goal of having 80 captains and 3,000 volunteers. In the event Host fails to appoint a Volunteer Director (approved by WTC) by January 1 of the applicable Race Year, the Host shall make an annual payment of Nine-Thousand Dollars (\$9,000.00) (due on January 15 of such Race Year) towards wages for a Volunteer Director to be hired independently by WTC to serve as Volunteer Director.	IRONMAN Coeur d'Alene only
<b>Chamber</b>	(e) Host and WTC will set up a mutually acceptable booking system to block rooms for the Race, market services and said rooms to athletes, and insure space is available. Host will be responsible for the booking programs.	Both Events
<b>Chamber</b>	(f) Six (6) complimentary hotel rooms within the City from Tuesday to Tuesday of Race week. Chamber will use best efforts with its members to obtain four (4) additional such hotel rooms.	IRONMAN Coeur d'Alene only
<b>Chamber</b>	(g) The Host will assist WTC with coordinating local hotels and entities to facilitate arrangements for local accommodations, travel and tourist activities.	Both Events
<b>City</b>	(h) Police services subject to coordination by Ironman in the City limits wherein the Race will take place. WTC will coordinate with the other jurisdictions. Where staffing permits (as determined by the police department), the City shall assist with police services outside of the City to facilitate the Event.	Both Events
<b>City</b>	(i) Necessary ambulance services (including a minimum of five (5) ambulances and adequate staff) to transport athletes on Race Day.	Both Events
<b>City</b>	(j) All applicable permits to WTC to ensure use of all property/roads through which the Race is run in the City limits only. In addition, Host shall assist WTC in obtaining all other permits necessary for staging the Race.	Both Events
<b>City</b>	(k) Lifeguards as needed, including a minimum of 1 lifeguard for every 50 registered athletes on Race day.	Both Events

<b>City and Chamber</b>	(l) Volunteer medical staff, which shall include doctors, other medical professionals and massage therapists to adequately staff the Event medical facility on Race day.	Both Events
<b>City</b>	(m) Assist in coordinating with the County to provide search and rescue during the swim portion of the Race.	Both Events
<b>Chamber</b>	(n) Provide additional boat support at the request of WTC.	Both Events
<b>City</b>	(o) Assist WTC in securing electricity access as needed for the Venue areas, including generators, wiring, and electricians on site during Race week.	Both Events
<b>City</b>	(p) If WTC chooses to host an additional event, assist WTC to acquire necessary permits and approval for a kids' running or triathlon activity during Race week.	Both Events
<b>City</b>	(q) Assist with obtaining City permits for the Expo to begin Thursday (of Race week) and continue through the following Monday.	Both Events
<b>City</b>	(r) Assist in coordination with city official for all parking and traffic control.	Both Events
<b>City</b>	(s) Coordinate, as necessary, so WTC maintains adequate trash removal of designated dumpsters.	Both Events
<b>City</b>	(t) Assist WTC by providing any available traffic control equipment necessary to supplement equipment provided by WTC.	Both Events
<b>City</b>	(u) Road Sweeper within City limits.	Both Events
<b>City</b>	(v) Unless reasonably required and unavoidable, Host shall not begin and/or effect any structural, engineering, beautification, or related works during the Event or the week prior to the Event.	Both Events

### **3. Promotion**

Host shall assist WTC with promotion, media coverage, public awareness, and advocacy of and for the Event.

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

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

\* \* \* \* \*

## **EXHIBIT C**

### **WTC Services**

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

1. **General**

- (a) WTC shall plan and conduct each Event as a professionally-executed sporting event. WTC shall supervise all aspects of the Event including media, operations, marketing, promotions, branding, facility decoration, venue appearance, merchandising, licensing and all pre-Event, in-Event and post-Event activities. WTC shall appoint an Event Director for each Event who will supervise all aspects of production before, during, and after the Event.
- (b) Provide an annual influx of approximately 3,000 athletes, media, staff, VIPs and spectators requiring a multiple-night stay over in the Venue.
- (c) Provide to **City** an Event sponsor package to include:
  - (i) signage at the Event branded with City's logo(s),
  - (ii) Expo booth space, provided that City complies fully with the "Expo Village Vendor Rules and Regulations" set forth in Exhibit E to this Agreement,
  - (iii) inclusion of City's logo(s) on the Event website under the domain [www.Ironmanida.com](http://www.Ironmanida.com), and
- (d) Provide to **Chamber** an Event sponsor package to include:
  - (i) signage at the Event branded with Chamber's logo(s),
  - (ii) Expo booth space, provided that Chamber complies fully with the "Expo Village Vendor Rules and Regulations" set forth in Exhibit E to this Agreement,
  - (iii) inclusion of Chamber's logo(s) on the Event website under the domain [www.Ironmanida.com](http://www.Ironmanida.com), and
  - (iv) one (1) Race entry and ten (10) VIP packages
- (e) ***With respect to IRONMAN Coeur d'Alene:*** WTC shall donate a total of \$50,000.00 (the "Total IM Donation") to one or more local not-for-profit organizations. WTC shall have the option to have all or part of the Total IM Donation be made instead by The Ironman Foundation, Inc., a Florida not-for-profit corporation (the "Foundation"), if WTC so elects and obtains the prior approval of the Foundation. The City shall appoint a three (3) member board to recommend to WTC or the Foundation, as applicable, which organizations should receive up to \$15,000.00 of the Total IM Donation. The allocation of the remainder of the Total IM Donation will be at WTC's sole and absolute discretion. If the IRONMAN Coeur d'Alene Event is removed from this Agreement pursuant to Section 16(d), then no further Total IM Donation payments will be payable.
- (f) ***With respect to IRONMAN 70.3 Coeur d'Alene:*** WTC shall donate a total of \$15,000.00 (the "Total 70.3 Donation") to one or more local not-for-profit organizations. WTC shall have the option to have all or part of the Total 70.3 Donation be made instead by the Foundation, if WTC so elects and obtains the prior approval of the Foundation. Allocation of the Total 70.3 Donation will be at WTC's sole and absolute discretion. If the IRONMAN 70.3 Coeur d'Alene Event is removed from this Agreement pursuant to Section 16(d), then no further Total 70.3 Donation payments will be payable.

## **2. Race Administration**

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

- (a) Establishing, administering, maintaining, and securing the Event Expo;
- (b) Providing a Race Director, a Volunteer Director (to the extent Host does not provide a person who is approved by WTC under the terms set forth in Exhibit B), and key Race personnel as determined by WTC;
- (c) Providing a site plan to the City a minimum of two weeks prior to the Race, which plan will include, but not necessarily be limited to: placement of tents, Porta-potties and other amenities necessary for the Race.
- (d) Obtaining a written assumption of risk, waiver and release in favor of Host from each triathlete, Event participant, Event volunteer, and Expo exhibitor, in a form reasonably acceptable to Host;
- (e) Assisting the Volunteer Director in the management of the volunteers; and
- (f) The preparation of all documentation for the Race, including applications, brochures, and all print materials; and
- (g) Attending a pre-setup meeting with the City to ensure that placement of tents, Porta-potties and other amenities necessary for the Race are appropriate.

## **3. Media**

The following media for promotion of the Race:

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

## **4. Local Suppliers**

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

## **5. Technical Duties**

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

6. **Other**

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

\* \* \* \* \*

## **EXHIBIT D**

### **TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGOS**

#### **Event Logos**

Each Event will feature one or more IRONMAN® or IRONMAN 70.3® branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo.

The following is an example of such a logo for a previous event:



#### **General**

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

#### **Pre-Approval Requirement**

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

#### **Trademark Claim Notice**

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

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

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

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

\* \* \* \* \*

## **EXHIBIT E**

### **EXPO VILLAGE VENDOR RULES AND REGULATIONS**

*These rules are subject to change from year to year.  
WTC shall provide prior written notice to Host of any rule changes.*

1. Host (referred to herein as “Exhibitor”) shall be bound by these Rules and Regulations that govern the Exhibitor’s participation in the Expo, and by such amendments or additions thereto that may be reasonably established from time to time by WTC upon advance written notice to Host.
2. WTC reserves the right to accept or reject any application for any Expo area for any reason WTC deems appropriate.
3. Rights of Exhibitor shall not be assignable to any other entity or person. Exhibitors shall not assign, license, or sublet any part of any Expo space or portion thereof. Exhibitor shall display/promote only the Exhibitor’s company and those of its products/services to extent (a) not prohibited by paragraph 5 of these Rules and Regulations (e.g., “protected sponsors” and “exclusive” categories and items) and (b) approved by WTC.
4. Booth preference is not guaranteed. WTC reserves the right to relocate space in the interest of a better showing of exhibitors or any other reason it deems necessary.
5. The Expo is a promotional show. Prior to the Expo, all activities, samples/products, and give-a-away items must be submitted for WTC’s review and approval. Direct sales (including direct sales with product delivery) in the Expo space are prohibited unless authorized in advance by WTC. No products or services may be shown or sold at the Expo in any of the protected categories that conflict with WTC’s sponsors having category exclusivity.
6. WTC will not be responsible for the safety of exhibits, exhibit material and/or Exhibitor’s merchandise against theft, fires, accident or any other cause before, during or after the Expo. Although security personnel will be on duty during non-exhibit hours, it is expressly agreed and understood that all property of the Exhibitor remains the Exhibitor’s responsibility. The Exhibitor agrees to make provision for the safekeeping of its exhibit material, merchandise, etc., before, during, and after the Expo.
7. WTC reserves the right to remove Exhibitors and their accompanying exhibit material from the Expo in the event that an activity or presentation is deemed, in WTC’s sole discretion, inappropriate or detrimental to the professional nature of the Exhibition. After the Expo, Exhibitor must remove all exhibits and materials by the time indicated by WTC’s representative, and the Exhibitor must leave its space clean and free from all rubbish, and in substantially the same condition it existed prior to Exhibitor setting up its exhibit. No packing or dismantling of Exhibits will be permitted prior to the indicated tear-down time.
8. It is expressly understood and agreed by the Exhibitor that it will make no claim of any kind against WTC, its affiliates, the host cities, including all their respective employees, contractors, agents, directors, volunteers, and associates (collectively, the “WTC Parties”) for any loss, damage, theft, or destruction of goods, nor for any injury or death that may occur to itself or its employees while at the Expo, nor for any damage of any nature or character whatsoever, including without limitation any damage to the Exhibitor’s business by reason of the WTC Parties’ failure to provide space for an exhibit or removal of the exhibit, or for any action of WTC in relation to the Exhibitor’s exhibit, unless arising from or caused by the gross negligence, intentional misconduct, or criminal act of any of the WTC Parties. The Exhibitor shall be solely responsible to its own agents and employees and to all third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages and expenses pertaining or relating to the Exhibitor’s custody, possession, operation, maintenance or control of said leased space or exhibit, that arise from or are related to the Exhibitor’s negligence, intentional misconduct, or criminal act.
9. If for any reason WTC determines that the location of the Expo should be changed or the dates of the Expo postponed, no refund will be made but WTC shall assign to the Exhibitor, in lieu of the original space, such other comparable space as the WTC in the exercise of its reasonably business discretion determines appropriate and the Exhibitor agrees to use such space in accordance with these Rules and Regulations.
10. Exhibitor understands that the Expo could take place at outdoor venues and that the Exhibitor is responsible for the safety of its exhibit with respect to any weather conditions.

\* \* \* \*

## **EXHIBIT F**

### **RESTRICTED SPONSORSHIP CATEGORIES**

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

## **PUBLIC HEARINGS**

# CITY COUNCIL

## STAFF REPORT

**DATE:** July 7, 2015  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-15-2, Vacation of a portion of Front Avenue between 2<sup>nd</sup> and 3<sup>rd</sup> Street and a portion of 2<sup>nd</sup> Street south of Sherman Avenue.**

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### DECISION POINT

The applicant, John R. Barlow, Manager JRB Properties, LLC, Consultant to Hagadone Hospitality Co., is requesting the vacation of a portion of Front Avenue right-of-way between 2<sup>nd</sup> and 3<sup>rd</sup> Street and a portion of 2<sup>nd</sup> Street right-of-way south of Sherman Avenue located on the border of Block U of the corrected Plat of the Town of Coeur d'Alene & Kings Addition (see attached map).

### HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d' Alene in the correct Plat of the Town of Coeur d'Alene & Kings Addition (see attached map). It was recorded on July 5<sup>th</sup>, 1886.

### FINANCIAL ANALYSIS

The vacation of the requested right-of-way would add approximately 33,659 square feet to the County tax role. Although a minor amount, it could be a benefit to the municipality as tax revenue, and, eventual development of a portion of the site could lead to a more significant taxing entity.

### PERFORMANCE ANALYSIS

The street was recently improved as part of the McEuen Park project. It was closed to vehicular traffic and reconstructed as a pedestrian and bicycle connection to Independence point and City park with funding from the Hagadone Corporation. There are existing public water, sewer, and storm facilities in Front St and 2<sup>nd</sup> Ave. These would have to be protected by reserving access and maintenance easements over them. The applicant is considering spanning the street with a structure, so including a minimum height clearance over the utility easements would be appropriate. The applicant has suggested that a clearance of 20' would be suitable, similar to the existing covered skywalk. In addition, Council may consider retaining an easement for pedestrians and bicycles in order to maintain the existing connection to the west.

## **RECOMMENDATION**

The City Council may approve or deny the vacation action per Idaho Code Sections 50-311 and 50-1306, and, to vacate the property to the applicant, John R Barlow, Manager JRB Properties, LLC, Consultant to Hagadone Hospitality Co. Staff recommends retaining utility easements with a minimum height clearance, and easements for pedestrian and bicycle access.

