



Coeur d'Alene

CITY COUNCIL MEETING

March 3, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

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,
FEBRUARY 17, 2009

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, February 17, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	
Loren Ron Edinger)	
Woody McEvers)	

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

INVOCATION was led by Jay Owens.

PLEDGE OF ALLEGIANCE: Councilman Hassell led the pledge of allegiance.

PRESENTATION – LAKE CITY DEVELOPMENT CORPORATION (LCDC) ANNUAL REPORT TO THE CITY: Executive Director Tony Berns presented the annual report to the City for Lake City Development Corporation for the period of January 1, 2008 through December 31, 2008. He briefly reviewed the accomplishments made by the Corporation over the past 10 years under the leadership of former Chairman Charles Nipp. He summarized the 2008 accomplishments of LCDC including but not limited to the Midtown & IHFA Workforce Housing Project, Education Corridor Master Planning, Prairie Trail, Infill Development Initiatives such as the Kroc Center and the new Library and the Ice Plant townhomes, Lake District Plan Amendment, and the City Park Public Safety building. The 2009 Strategic priorities include continuation with the Education Corridor, Sorensen Magnet School, Winton Elementary School, workforce housing, public space, job retention and job creation, public parking, and the Midtown Improvement project.

PUBLIC COMMENTS:

COMMERCIAL BUSINESS ANNOUNCED: Liz Lanier, 230 Sherman Avenue, announced her new business that she opened on Sherman Avenue.

LCDC: Harold Hocker, 1513 E. Spokane Avenue, asked what is the purpose for the agenda and asked why the Lake City Development Corporation's two districts close in different years. Councilman Goodlander responded because they were created at different times. He commented that 24 years is too long of a time in which taxpayers are paying for these developments since LCDC gets the taxes for these properties and not the City. He feels we need more police because, with these hard times, more people are

going to rob and steal in order to exist. He expressed his worry that the City is going to go bankrupt because of taxes going up and people losing their homes.

CODE ENFORCEMENT OFFICER INTRODUCED: Police Captain Ron Clark introduced Bob Foster, the new Code Enforcement Officer for the City.

CONSENT CALENDAR: Motion by Edinger seconded by Kennedy to approve the Consent Calendar as presented.

1. Approval of minutes for February 3, 2009.
2. Setting General Services Committee and Public Works Committee meetings for February 23rd at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 09-007: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR THE 15TH STREET / HARRISON AVENUE TRAFFIC SIGNAL DESIGN, WITH HDR ENGINEERING, INC.
4. Approval of installation specifications for WWTP Phase 5 Ammonia Control Improvements.
5. Approval of bills as submitted and on file in the City Clerk's office .
6. Setting of Public Hearings: ZC-1-09 (Zone Change at Hwy. 985 and Hanley) and A-7-08 (annexation at 1130 E. Skyline Drive) for March 17, 2009
7. Approval of cemetery lot repurchase from Edith Tilman.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

COUNCIL COMMENTS:

COUNCILMAN BRUNING: Councilman Bruning congratulated Chief of Police Wayne Longo for being selected to attend the FBI Executive Seminar. Mayor Bloem noted that the Chief will also be receiving the Governor's Community Service Award for Region One.

COUNCILMAN MC EVERS: Councilman McEvers congratulated Councilman Kennedy on his 40th birthday today. Councilman Goodlander noted that she celebrated her birthday yesterday and that it is good to have another Aquarian on the Council.

COUNCILMAN GOODLANDER: Councilman Goodlander commended former Lake City Development Corporation's Chairman Charles Nipp for his leadership on the LCDC Board.

APPOINTMENTS – PARKS AND RECREATION COMMISSION AND

PARKING COMMISSION: Motion by Kennedy, seconded by Edinger to appoint Virginia Tate to the Parks and Recreation Commission and to re-appoint Thomas George to the Parking Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that the Library's Annual Writers Competition is now under way. Entry forms are available through the City's Library web site or can be requested to be sent by mail. The competition deadline is March 31st. On February 22nd local veterinarians are offering to

spay/neuter feral cats for free to help reduce the cat population in the City. "Lincoln and Lunch" will be hosted by the Library on Feb. 26th from 12:00 noon to 1:00 p.m. The City now accepts credit cards for utility payments at no discount to the City which would have cost the City \$813.00 if they paid the transition fee. Members of the Police Department met with area pharmacists to discuss crime prevention in light of the rash of recent Oxycotin robberies. The Water Department's radio read conversion of water meters is anticipated to be completed this year. The Arbor Day Button Contest is now under way with a deadline of March 6th for submittal of button designs. Police Chief Longo was awarded the Community Service Award for Region One for substance abuse prevention. Parks Day Celebration will be celebrated July 11th and volunteers are still needed to help with this event. A Town Hall Meeting has been scheduled for March 7th, 8:30 – 10:00 a.m. in the Library and several State legislators will be on hand to share their observations of this year's legislative session. On a final note, she congratulated Councilman Kennedy for his 40th Birthday.

RESOLUTION 09-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, ADOPTING TREE PLANTING AND CARE STANDARDS FOR PUBLIC TREES AND SHRUBS AS AUTHORIZED BY MUNICIPAL CODE SECTION 12.26.025.

STAFF REPORT: Karen Haskew, City Urban Forester, noted that the urban forestry standards were adopted in 1985 as developed by the National Arborist Association for the care and maintenance of trees. Tonight's request is to update those tree planting, care, and maintenance standards.

Motion by Goodlander, seconded by Kennedy to adopt Resolution 09-008.

ROLL CALL: Kennedy, Aye; Goodlander, Aye; Hassell, Aye; Edinger, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

ORDINANCE NO. 3356 COUNCIL BILL NO. 09-1008

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 12.36.015 AND 12.36.025 TO REPEAL THE DEFINITION OF TREE STANDARDS AND TO AUTHORIZE THE CITY COUNCIL TO ADOPT TREE PLANTING, CARE AND MAINTENANCE STANDARDS BY RESOLUTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE

PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 09-1008.

ROLL CALL: Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 09-1008 by its having had one reading by title only.

ROLL CALL: Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye. Motion carried.

ORDINANCE NO. 3353
COUNCIL BILL NO. 09-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.015 TO AMEND THE DEFINITION OF EATING ESTABLISHMENT TO INCLUDE LIMITED SERVICE EATING ESTABLISHMENTS AND TO DELETE THE DEFINITION OF PLAYGROUND; AMENDING SECTION 5.08.170 TO PROHIBIT THE SALES OF BEER FOR ON PREMISES CONSUMPTION WITHIN THREE HUNDRED FEET OF PARKS, SCHOOLS AND CHURCHES AND SIX HUNDRED FEET OF CERTAIN RESIDENTIALLY ZONED PROPERTY, HOSPITALS AND NURSING HOMES WITH EXCEPTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Warren Wilson, Deputy City Administrator, reported that he had been asked to prepare amendments to the existing code to allow for another type of limited service eating establishments that do not require a Class 1 type hood but must close their business by 9:00 p.m.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 09-1005.

ROLL CALL: McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 09-1005 by its having had one reading by title only.

ROLL CALL: McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, No; Goodlander, Aye; Kenned, Aye. Motion carried.

RESOLUTION NO. 09-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT 1 TO THE ANNEXATION AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE, THE UNITED STATES

DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, AND MARK E. HALL, ANNE C. HALL, ROBERT A. HALL AND BRENDA M. HALL.

Motion by Hassell, seconded by Kennedy to adopt Resolution 09-009.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Goodlander, Aye; Hassell, Aye; Edinger, Aye. Motion carried.

ORDINANCE NO. 3354
COUNCIL BILL NO. 09-1007

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 11 AND 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.170, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #51; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by McEvers to pass the first reading of Council Bill No. 09-1007.

ROLL CALL: Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

Motion by Goodlander, seconded by McEvers to suspend the rule and to adopt Council Bill No. 09-1007 by its having had one reading by title only.

ROLL CALL: Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

RESOLUTION NO. 09-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH PRAIRIE AVENUE DEVELOPMENT, LLC.

Motion by Hassell, seconded by Kennedy to adopt Resolution 09-010.

ROLL CALL: Goodlander, Aye; McEvers, Aye; Edinger, Aye; Bruning, Aye; Kennedy, Aye; Hassell, Aye. Motion carried.

ORDINANCE NO. 3355
COUNCIL BILL NO. 09-1006

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 09-1006.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

Motion by Goodlander, seconded by Edinger to suspend the rules and to adopt Council Bill No. 09-1006 by its having had one reading by title only.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by McEvers that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 7:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-011

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 APPROVAL OF A LEASE AGREEMENT EXTENSION FOR MEMORIAL FIELD CONCESSION; APPROVAL OF A LEASE RENEWAL WITH THE UNIVERSITY OF IDAHO FOR HARBOR CENTER; APPROVAL OF A WAIVER OF OPPOSITION TO ANNEXATION AGREEMENT WITH CORY AND JUANITA TRAPP; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER ASSOCIATES FOR RIGHT-OF-WAY PLAN DEVELOPMENT FOR THE GOVERNMENT WAY PROJECT; APPROVAL OF A INTERGOVERNMENTAL AGREEMENT FOR SHARING LAW ENFORCEMENT INFORMATION AND BID AWARD AND APPROVAL OF A CONTRACT WITH SHANNON INDUSTRIAL CONTRACTORS, INC. FOR THE 2009 WWTP – STORMWATER LIFT STATION UPGRADE.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 6" and by reference made a part hereof as summarized as follows:

- 1) Approval of a Lease Agreement Extension for Memorial Field Concession;
- 2) Approval of a Lease Renewal with the University of Idaho for Harbor Center;
- 3) Approval of a Waiver of Opposition to Annexation Agreement with Cory and Juanita Trapp;
- 4) Approval of a Professional Services Agreement with Welch Comer Associates for Right-of-Way Plan Development for the Government Way Project;
- 5) Approval of a Intergovernmental Agreement for Sharing Law Enforcement Information;
- 6) Bid Award and Approval of a Contract with Shannon Industrial Contractors, Inc. for the 2009 WWTP – Stormwater Lift Station Upgrade;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the

form attached hereto as Exhibits "1 through 6" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 3rd day of March, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: February 9, 2009
From: Steve Anthony, Recreation Director
SUBJECT: **MEMORIAL FIELD CONCESSION LEASE AGREEMENT EXTENSION**
(Council Action Required)

DECISION POINT:

Does the Park and Recreation Commission want to recommend to the City Council the approval of an extension of Ruth Barker's Memorial Field Concession lease for three additional years?

HISTORY:

Ruth Barker has leased the Memorial Field Concession Stand for the last nine years. The city staff had several problems with the previous lessee. Ruth has provided a tremendous service for the users of both Memorial Field and the City Park. The city has not received one complaint on Ruth; in fact we have received several compliments.

PERFORMANCE ANALYSIS:

Ruth has made several improvements to the concession stand at her own expense.

FINANCIAL ANALYSIS:

I am proposing that the city extend Ruth's lease for three years at \$2,860 a year the first year and a 2% increase for each of the following two years.

QUALITY OF LIFE:

The concession stand at Memorial Field has provided a service in Coeur d'Alene for over 50 years. The stand services all events at Memorial Field and the north side of City Park. Ruth provides excellent customer service. She is constantly helping tourists when they visit Memorial Field or the City Park.

DECISION POINT / RECOMMENDATION

Staff recommends that Ruth Barker be granted a three-year extension of her lease at Memorial Field. Does the Parks and Recreation want to forward a recommendation to the City Council to extend the lease agreement with Ruth Barker for the Memorial Field Concession for another three years to expire April 1, 2012?

LEASE

THIS LEASE, made and dated this 3rd day of March, 2009, by and between the **City of Coeur d'Alene**, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Lessor," and **Ruth Cody Barker**, 1123 "A" Street, Coeur d'Alene, Idaho, hereinafter referred to as the "Lessee,"

W I T N E S E T H:

WHEREAS, the Mayor and City Council of the City of Coeur d'Alene deem it advisable and for the best interests of the City and the citizens thereof that the concession stand at Memorial Field consisting of 236.5 square feet as shown on the drawing attached hereto as Exhibit "A" and incorporated herein by reference be operated for the sale of:

- 1) refreshments, including food, candy and soft drinks (but not alcoholic beverages); and
- 2) non-food items specifically limited to baseball cards, pennants, hats, sunscreen, and sunglasses.

WHEREAS, it is not practicable for the City to operate such a concession stand;

NOW, THEREFORE, the Lessor does hereby let and set over to the Lessee the concession stand at Memorial Field.

TERM: The term shall commence on **April 1, 2009** and extend to **April 1, 2012**.

CONSIDERATION: As rental therefore, the Lessee shall pay to the Lessor Two Thousand Seven Hundred and No/100 Dollars (\$2,860.00) for 2009, and a 2% annual increase for 2010, 2011, and 2012, payable in full on May 1st of each year. Lessee will be responsible for utility costs during the term of this lease.

LIABILITY INSURANCE: The Lessee agrees to hold the Lessor harmless from all claims for injury to person or property resulting from Lessee's actions or omissions in performance of this contract and to that end shall maintain liability insurance naming the City as one of the insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The Lessee agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the Lessor against any loss resulting to the Lessor from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the Lessor, prior to commencement of the work, such evidence as the Lessor may require

guaranteeing contributions which will come due under the Employment Security Law including, at the option of the Lessor, a surety bond in an amount sufficient to make such payments.

The Lessee shall furnish the Lessor certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

TIME OF OPERATION: It is agreed that the Lessee shall operate said concession stand during all sporting activities after the hour of 6:00 o'clock p.m. during the term of this lease, said operation to continue to the conclusion of such events. The Lessee, however, shall have the option, if she so desires, to operate such concession stand at any other time during the term of this lease except between the hours of 11:00 o'clock p.m., and 7:00 o'clock a.m.

MODE OF OPERATION: It is understood and agreed that the Lessee shall not dispense alcoholic beverages and shall operate such concession stand in a businesslike, sanitary manner and in conformity with the laws of the United States of America, the state of Idaho, and the ordinances of Kootenai County and the City of Coeur d'Alene, and at the end of the term of this lease shall turn over possession of the leased premises to the Lessor in as good a condition as now exists.

It is understood that the Lessee may sell refreshments and such non-food items as are specifically set forth on page one above.

It is further understood that it is the duty of the Lessee to maintain the leased premises and keep the concession stand in a good state of repair at her own expense.

It is also understood that Lessee will not dispense drinks in glass containers.

REFUSE: Lessee agrees not to dispose of refuse at a City maintained trash receptacle. Refuse must be removed from the concession stand and disposed of at Lessee's expense. Lessee must keep the concession stand and the immediately surrounding area clean at all times.

NON-TRANSFERABLE: Lessee understands and agrees that this lease cannot be transferred, conveyed or otherwise encumbered without the express written consent of the City.

STAFFING REQUIREMENTS: It is understood that Lessee's employees are required to be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., to know the immediate area including but not limited to North Idaho College, the Coeur d'Alene Resort, Tubbs Hill, McEuen Field, and the City Hall.

It is further understood that Lessee's employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts if shorts are worn. It is not permissible to operate the concession while attired in swimwear.

PUBLIC HEALTH DEPARTMENT PERMIT: Prior to operating the concession stand, the Lessee shall obtain all health permits required by law and file a copy with the City Clerk prior to operation of the concession stand.

TIME IS OF THE ESSENCE: Time is of the essence of this agreement.

LESSOR'S OPTION TO TERMINATE LEASE WITHOUT CAUSE: Lessor may at any time after ten (10) days written notice terminate this lease and retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. Notice of termination under this provision will be given in the same manner as notification of termination in case of default.

FORFEITURE: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of her, the Lessor may declare this lease forfeited, retake possession of the concession stand, and retain as liquidate damages all improvements made by the Lessee, together with all monies and rentals paid as consideration for this lease; provided, however, that before declaring such forfeiture, the Lessor shall notify the Lessee in writing of the particulars in which the Lessor deems the Lessee to be in default and the Lessee shall have seven (7) days to remedy her default.

NOTICE: Any notice, including notice of default resulting from failure to perform, will be made by placing the written particulars in the United States mail addressed to Lessee at the address listed above with proper postage affixed. Any notice required to be given to the City will be written and deemed received by the City when personally delivered to the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814. In lieu of service by mail, a notice of default and/or termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Lessor has hereunto set her hand and seal the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

INDIVIDUAL

Sandi Bloem, Mayor

Ruth Cody Barker

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of March, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, 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 Notaries Seal the day and year in this certificate first above written.

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

* * * * *

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of March, 2009, before me, a Notary Public, personally appeared **Ruth Cody Barker**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she voluntarily executed the same.

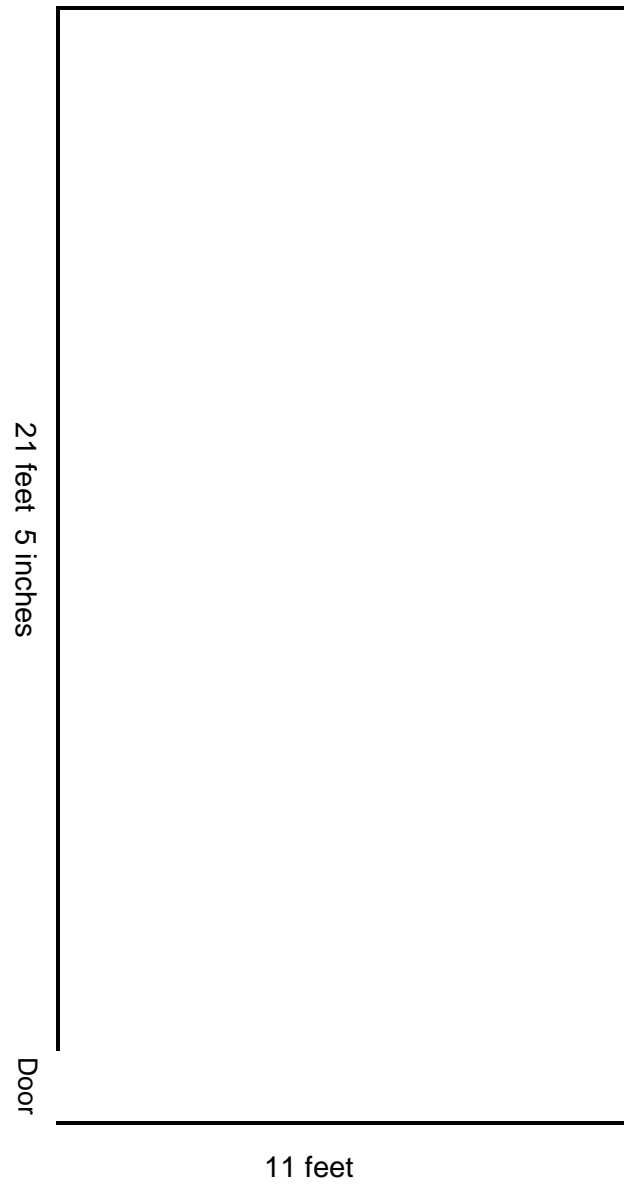
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

EXHIBIT "A"

Memorial Field Concession Stand
236.5 square feet

Service Window – Front



MEMORANDUM

TO: GENERAL SERVICES COMMITTEE

FROM: WENDY GABRIEL, CITY ADMINISTRATOR

DATE: FEBRUARY 23, 2009

RE: LEASE RENEWAL at HARBOR CENTER – UNIVERSITY OF IDAHO

DECISION POINT:

Whether the City Council should approve the extension of the current Master Lease Agreement between the Board of Regents of the University of Idaho and the City of Coeur d'Alene?

DISCUSSION:

The University of Idaho entered into a five-year Master Lease Agreement with the City of Coeur d'Alene on May 13, 2002 pursuant to Resolution 02-041 (hereafter referred to as "Master Lease"). Pursuant to the Master Lease, the University occupies City property known as Harbor Center. The Master Lease was extended pursuant to Resolution 06-036 until June 30, 2010. During this time, and at present, the parties, along with North Idaho College and Lewis-Clark State College, have collaborated to acquire adjacent property known as the Stimson Lumber Mill for expansion of educational opportunities in our region. This collaboration for co-location of these educational institutions is ongoing. In addition, the educational institutions continue to collaborate in program offerings in our region. As such, the University requests a second extension of the Master Lease through June 2013.

A copy of the proposed amendment to extend the lease is attached. Approval will ensure that the University of Idaho will continue to expand its programs and educational offerings as we move forward with planning and other activities important in the implementation of the Education Corridor concept.

FINANCIAL, SOCIAL, and ENVIRONMENTAL IMPACT:

During the term of the lease extension, the University of Idaho will continue to maintain and improve the City's property at its expense. In addition, the University will continue to offer quality jobs, training for city staff, and educational opportunities for future generations. Also significant is the fact that the University will seek funding to implement a Northern Idaho Sustainability and Water Quality Educational Center at Harbor Center which is important to our region as we continue to face strict water quality standards. The University is currently seeking grant funding including a potential multi million dollar grant through NSF, and the city of Coeur d'Alene's partnership with the University is a critical factor as it competes for this funding.

RECOMMENDATION:

It is recommended that the Master Lease be extended for the reasons discussed above.

SECOND AMENDMENT TO MASTER LEASE

This Master Lease Amendment (Second Amendment) is made by and between the City of Coeur d'Alene, a municipal corporation ("Landlord") and the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Tenant). This Amendment shall revise the Master Lease (attached as Exhibit 1) of May 13, 2002, and shall become effective upon July 1, 2009.

WHEREAS, Landlord and Tenant entered into a Master Lease on May 13, 2002 for a term of five (5) consecutive years.

WHEREAS, Landlord and Tenant entered into an Amendment to Master Lease effective upon June 1, 2007, extending the term of the original Master Lease through June 30, 2010.

WHEREAS, Section 5.2 of said Master Lease states that "Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease."

WHEREAS, Landlord and Tenant have continued to negotiate in good faith in this regard, but due to circumstances related to the mutual interests of both parties, purchase and conveyance of the property has not yet occurred and both parties wish to extend the terms of the Master Lease in accordance with this Second Amendment.

Now, THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section 2 "Term" of the Master Lease is hereby amended to extend the term through June 30, 2013.

B. Section 5.2 of the Master Lease is hereby amended to provide that the parties shall continue to negotiate in good faith as described in said section 5.2 until the first occurrence of a) the end of this amended term or b) until negotiations are successful and all or a mutually agreed upon portion of the Leased Premises or some mutually agreeable alternative site are conveyed to Tenant.

C. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall

govern. Except as specifically set forth herein, all other provisions of the Agreement shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below.

City of Coeur d'Alene

Board of Regents of the
University of Idaho

Sandi Bloem, Mayor

Lloyd E. Mues, Vice-President
Finance & Administration

Date

Date

Attest: _____
Susan K. Weathers, City Clerk

Attest: _____

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: February 25, 2009
FROM: Legal Department
SUBJECT: Council approval of agreement waiving opposition to annexation

=====

DECISION POINT:

Staff requests Council acceptance of an Agreement Waiving Opposition To Annexation by *Cory and Juanita Trapp*, owners of the property described as *Lot 1, Block 1, Tuscan Ridge Subdivision* in exchange for water service outside City limits in accordance with City policy.

BACKGROUND:

Staff received a request for water service from the owners of property at *Lot 1, Block 1, Tuscan Ridge Subdivision*. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service. A copy of the agreement is included in the packet.

POLICY REVIEW:

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

DECISION POINT/RECOMMENDATION:

Staff requests Council acceptance of an Agreement Waiving Opposition To Annexation by *Cory and Juanita Trapp*, owners of the property described as *Lot 1, Block 1, Tuscan Ridge Subdivision* in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 3rd day of March, 2009, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Cory D. Trapp and Juanita L. Trapp, husband and wife, whose mailing address is P.O. Box 3554, Coeur d' Alene, Idaho 83816 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

Lot 1, Block 1, Tuscan Ridge Subdivision, Located in the Northeast and Southeast quarters of Section 18, Township 50 North, Range 3 West, Boise Meridian, book J pages 468 and 468A in the book of plats of Kootenai County, Idaho

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will not oppose annexation of said property to the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

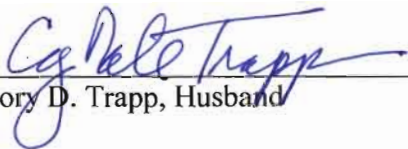
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO:

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

OWNERS:



Cory D. Trapp, Husband



Juanita L. Trapp, Wife

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of March, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 23 day of February, 2009, before me, a Notary Public, personally appeared **Cory D. Trapp and Juanita L. Trapp**, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily 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.

Sally Reynolds
Notary Public for Idaho
Residing at Coeur d'Alene Osburn, Id
My Commission expires: 2-1-2012



CITY COUNCIL STAFF REPORT

DATE: March 3, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Professional Services Agreement for Right-of-Way Services for Government Way, Dalton Avenue – Hanley Avenue**

DECISION POINT

Staff is requesting the approval of the Professional Services Agreement with Welch-Comer & Associates for right-of-way services necessary to develop full right-of-way plans associated with the Idaho Transportation Department (ITD) reconstruction project for Government Way.

HISTORY

1. August 2008, Council approved the State/Local Agreement with ITD for the Government Way project.
2. January 2009, Council approved the Professional Services Agreement with Welch-Comer & Associates for design services for the Government Way project.

FINANCIAL ANALYSIS

The total compensation for the fixed fee agreement is Forty Three Thousand Seven Hundred and 00/100 dollars (\$43,700.00) for the right-of-way survey and plans. There is an option for additional work (legal descriptions), however, the Engineering Department will utilize an existing asset that already provides services of that nature to the City. Funding for this aspect of the project will be derived from impact fees received from Quadrant 2.

PERFORMANCE ANALYSIS

The work will commence upon the approval of the agreement, and the term of the agreement will run concurrent with the existing design services agreement for the project.

RECOMMENDATION

Staff recommends the approval of the Professional Services Agreement with Welch-Comer & Associates for the development of right-of-way plans for the Government Way reconstruction project.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

Welch Comer & Associates

for

Government Way, Dalton Avenue to Hanley Avenue Right of Way

THIS Agreement, made and entered into this _____ day of _____, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and Welch Comer & Associates, an Idaho corporation, with its principal place of business at 350 E. Kathleen Avenue, Coeur d' Alene ID, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means Welch Comer & Associates.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed in conjunction with the City's federal aid project. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the following:

1. FIXED FEE of Forty Three Thousand Seven Hundred Dollars and NO/100 (\$43,700) for Task "A. Right of Way Survey and Plans" described in Exhibit "A".
2. FIXED FEE of Eleven Thousand Five Hundred Dollars and NO/100 (\$11,500) for Task "B. Legal Descriptions" described in Exhibit "A". Consultant would only proceed with said work upon authorization by the City.
3. HOURLY SERVICES: An amount equal to the cumulative hours charged to the project by each class of CONSULTANT's employee's times standard hourly rates for each applicable billing class for all services performed on the project, plus reimbursable expenses. The total compensation for professional services is estimated at a ceiling of \$5,000. The Hourly ceiling will not be exceeded without prior authorization from the CITY.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative

overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national

origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the City of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

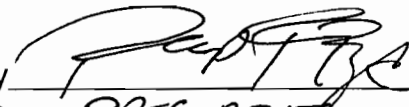
D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

Welch Comer & Associates, Inc.

Sandi Bloem, Mayor

By 
Its PRESIDENT

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

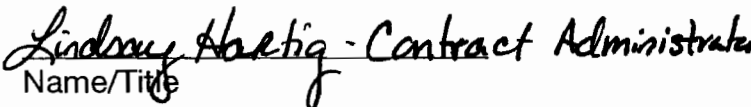

Name/Title

EXHIBIT "A"
DETAILED SCOPE OF WORK
Government Way, Dalton Ave to Hanley Avenue, Coeur d'Alene
Right of Way Services for Fed Aid Project No. A011(526); Key No. 11526
February 10, 2009

SPECIFIC PROJECT DATA

1. **TITLE:** Government Way, Dalton Avenue to Hanley Avenue Right of Way
2. **DESCRIPTION:** The City of Coeur d'Alene is currently in the Design Phase of the Government Way, Dalton Avenue to Hanley Avenue project. The purpose of this scope of work is to provide the professional services necessary to develop and complete the Right of Way plans for the associated Federal Aid project.

It is assumed the project will require acquisition from 33 parcels. The Right of Way documents described below will be developed to Federal Aid and Idaho Transportation Department standards and incorporated into the finalized construction drawings.

SERVICES OF CONSULTANT

A. Right of Way Survey and Plans (Fixed Fee)

Assumptions:

- Right of entry agreements for private properties to facilitate surveys will be prepared and sent to applicable property owners by the City of Coeur d'Alene.
- Right of Way or Permanent Easement for up to 33 parcels is anticipated.
- Title Reports for 33 parcels, for use in property ownerships, right of way boundaries, legal descriptions and closure reports will be ordered by the CONSULTANT but purchased by the City.
- Private property lines within the project vicinity will be determined from available recorded documents and field surveys.
 1. **Coordination & Management:** Coordination and management involves the administrative task of a general nature. A professional land surveyor (PLS) will review all documents for quality control prior to submittal.
 2. **Research & Field Investigation:** Research plats, records of surveys and deeds for existing property monumentation.
 3. **Corner Search:** Locate monumentation defining individual parcels through the project corridor.
 4. **Data Reduction:** Process data collected in the field.

5. **Preliminary R/W Staking:** CONSULTANT will provide preliminary R/W staking for appraisal and negotiation purposes. Right of Way will be delineated by a hub and lath, or a paint mark if the corner position falls in a hard surface. No permanent monumentation will be set at this time. Each quarter of the project will be staked at once and will only be staked one time.
6. **Right of Way Mapping:** CONSULTANT will prepare Ownership Map, Right of Way Plans for up to thirty-three parcels in conformance with the ITD design manual. ITD checklists 0130 and 0131 will be used and completed.
7. **Monumentation:** Monument the newly acquired Right of Way (ROW) at horizontal angle points and at places where the new ROW intersects existing ROW. Additionally, if an existing property corner monument of record is found at the existing ROW a new monument will be set where the property line intersects the new ROW. Set monuments will be 5/8-inch rebar with plastic survey cap or suitable alternative in accordance with Idaho Statute 54-1227. Monuments will be set after Right of Way is acquired before construction.
8. **Record of Survey:** Prepare and file a record of survey of newly monumented Right of Way.
9. **Right of Way Submittal:** Submit Right of Way plans, title reports, and checklists to LHTAC for review and approval.
10. **Right of Way Review and Resubmittal:** The CONSULTANT will conduct two iterations/revisions to update the Right of Way package per minor modifications required after the original submittal. Revisions will be limited to minor edits only. Changes to right of way or easement configuration by the City will be an additional cost.

B. Legal Descriptions (Fixed Fee – upon authorization)

1. **Legal Descriptions:** CONSULTANT will prepare Legal Descriptions for up to thirty-three parcels in conformance with the ITD design manual. ITD checklists 0130 and 0131 will be used and completed. Closure reports to confirm accuracy will also be provided.

C. Right of Way Negotiation Assistance (Hourly)

1. **Property Owner Meetings:** The City of Coeur d'Alene will facilitate all meetings with individual property owners. As requested, the CONSULTANT will attend meetings with individual property owners.
2. **Private Property Design Services:** As requested, CONSULTANT will provide conceptual design services for improvements located outside the existing and newly acquired Right of Way such as private parking areas.

MEMORANDUM

To: *Wendy Gabriel, City Administrator*

From: *Steve Childers, Patrol Captain*

Reference: *MOU*

Date: *February 25, 2009*

The purpose of this memorandum is to help explain what the two attached agreements will accomplish. Currently, the Coeur d'Alene Police Department is a participating agency in a multi-agency/state information sharing program called A.R.R.E.S.T., or Automated Records Retrieval and Electronic Sharing Technology. As a participating agency we have agreed to share specific information, housed within our records management system, with other participating agencies. The allowed information is extracted to a common program named CopLink All participating agencies in A.R.R.E.S.T. have signed similar agreements as the ones attached to this document. Members of A.R.R.E.S.T have access to CopLink, therefore allowing them access to the shared information on individuals. As you can see by the agreements there are other similar information sharing programs in California (Integrated Law and Justice Agency for Orange County) and Oregon (Regional Automated Information Network). Each of these separate sites is considered a Node. The purpose of the agreements is to allow information sharing to take place between each Node and will be managed by a Node administrator.

I hope this short explanation in conjunction with the agreements help better explain what we are trying to accomplish. Please contact me if you desire additional information or have questions about what has been provided.

Have a great evening.

Steve

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**Automated Records Retrieval and Electronic Sharing Technology
Consortium:**

City of Spokane, WA Spokane Police Department
City of Airway Heights WA Police Department
City of Cheney WA Police Department
City of Coeur d' Alene ID Police Department
Kootenai County ID Sheriff Office
City of Liberty Lake WA Police Department
City of Medical Lake WA Police Department
Bonner County ID Police Department
Sandpoint ID Police Department
Spokane County WA Sheriff Office

AND

Integrated Law and Justice Agency for Orange County

AND

Knowledge Computing Corporation

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

- a. Background: The Integrated Law and Justice Agency for Orange County ("ILJAOC"), a Joint Powers Authority, was established by law enforcement agencies in Orange County, pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code. ILJAOC was created to develop and implement a regional justice information-sharing system that would allow law enforcement agencies throughout Orange County to share information in their case and records management systems ("Information").

ILJAOC seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK ILJAOC"), a computerized system that was installed by, and is currently maintained by, Knowledge Computing Corporation ("KCC" or "Contractor"), an Arizona Corporation.

The Automated Records Retrieval and Electronic Sharing Technology Consortium ("ARREST") is a consortium of Inland Northwest Law Enforcement agencies organized to share law enforcement information

Intergovernmental Agreement
ILJAOC & ARREST Consortium

using a COPLINK Solution Suite ("COPLINK ARREST") that was installed by, and is currently maintained by KCC. ARREST participants have entered into a Memorandum of Understanding (MOU), a copy of which is attached as EXHIBIT A hereto and incorporated herein. ARREST members are empowered to maintain law enforcement agencies and participate in information-sharing agreements. ARREST members are Law Enforcement Agencies of the State of Washington or Law Enforcement Agencies of the State of Idaho, and this Agreement has been approved by the respective City Council, County Board of Supervisors or other Governing Body of each ARREST member.

ILJAOC and the ARREST members, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, now seek to share the Information in COPLINK ILJAOC and COPLINK ARREST ("COPLINK"). The specific technological means for securely connecting both COPLINK Nodes will be approved by both Node Administrators.

The purpose of this agreement ("Agreement") is to outline conditions under which the Agency Parties will share and use Information, and to detail various indemnifications among the Agency Parties and KCC (individually "Party, collectively "Parties").

II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency Party authorizes the release of Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want certain Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency Party that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.
- b. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in COPLINK.
- c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs)

Intergovernmental Agreement
ILJAOC & ARREST Consortium

("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.

d. Indemnification:

Each Agency Party mutually agrees to indemnify, hold harmless, and defend the other Agency Party, its County Board of Supervisors , City Councils , boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the agreement. The indemnity obligation will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the agreement and that is sustained by any third party, agent or contractor of an Agency Party. Each Agency Party executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement.

KCC shall defend, indemnify and hold harmless the Agency Parties and their Indemnified Parties from and against any and all Claims of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by KCC or its subcontractors of any tier in the performance of installing or maintaining COPLINK.

Notwithstanding the foregoing, nothing herein shall be construed to require KCC or the Agency Parties to indemnify any other party from any Claim arising from the sole negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

Intergovernmental Agreement
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III. INFORMATION OWNERSHIP

- a. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.
- b. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Agency Parties will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the

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requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.

- c. Hold Harmless: To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V. USER ACCESS

- a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.
- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the signed acknowledgements at all times.
- d. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users

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shall not use or share the information for any unethical, illegal, or criminal purpose.

- e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.
- f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

- a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. Otherwise, the information shall be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- d. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits.

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VII. SYSTEM ACCESS

- a. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.
- b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. AGREEMENT TERMS

- a. Term: This Agreement will commence on the date that it is executed by all Agency Parties and KCC. It will terminate only as allowed by Section IX.
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties and KCC.
- c. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- d. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency.
- e. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws.
- f. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

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IX. TERMINATION

Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. KCC shall not terminate this Agreement.

X. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by

its Party to execute this Agreement and legally bind its Party to the terms herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Integrated Law and Justice Agency for Orange County

By: _____
John Klein
Vice Chair
Integrated Law & Justice Agency for Orange County

Date: _____

Knowledge Computing Corporation

By: _____

(Typed Name) _____

(Title) _____

Date: _____

Intergovernmental Agreement
ILJAOC & ARREST Consortium

FOR THE CITY OF COUER D'ALENE, ID:

Coeurd'Alene Chief of Police approval

Wayne M. Fry Date 2-21-08
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF COUER D'ALENE, ID municipal corporation

By _____ Date _____
City Administrator

By: _____ Date _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

_____ Date _____

MEMO

To: City Council
From: H. Sid Fredrickson, Wastewater Superintendent
Date: March 3, 2009
Subj: Stormwater Pump Station Renovation

Bids were opened for the renovation of the stormwater pump station located at the wastewater treatment plant. The project includes three new submersible pumps and the installation of wastewater's old standby generator.

Eight bids were received ranging from \$188,398.00 to \$304,657.00. Shannon Industrial Contractors, Inc. was the low bidder. J-U-B Engineers recommends that they be awarded the contract. (See attached letter.) The engineers estimate was \$250,000.

CONTRACT

THIS CONTRACT, made and entered into this **3rd day of March, 2009**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **SHANNON INDUSTRIAL CONTRACTORS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its mailing address as P.O. Box 3886, Coeur d' Alene, Idaho 83816, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2009 Wastewater Treatment Plant – Stormwater Lift Station Upgrade** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Hundred Eighty-Eight Thousand, Three Hundred Ninety-Eight Dollars and 00/100 (\$188,398.00)**.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	TOTAL PRICE
1	Mechanical and Structural Improvements	1	LS	\$117,898.00
2	Electrical and Control System Improvements	1	LS	\$68,000.00
3	Bypass Pumping	1	LS	\$2,500.00
	TOTAL BID			\$188,398.00

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

The **CONTRACTOR** shall complete all work and be ready for final acceptance by **September 30, 2009, or within one hundred fifty (150) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**, whichever occurs first.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
SHANNON INDUSTRIAL CONTRACTORS, INC.

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of March, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~  
STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of March, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Shannon Industrial Contractor, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**PARKS & RECREATION COMMISSION  
STAFF MEETING**

**Date: February 9, 2009**

**From: Doug Eastwood, Parks Director**

**RE: PRAIRIE TRAIL MANAGEMENT REQUEST BY NICTF**

**Decision Point:** Recommend to General Services that the City of Coeur d'Alene Parks Department assume maintenance and management responsibilities of the new Prairie Trail.

**History:** This trail was opened for use in July of 2008. It is currently owned by the North Idaho Centennial Trail Foundation. The NICTF is not in a position to maintain the trail and we are in the vicinity of the trail and on the trail almost daily. We currently maintain the Centennial Trail in Coeur d'Alene and the two trails intersect on the north side of I-90. We are the most logical source to do the trail maintenance and regulate use pertaining to events and ordinances. The trail is 4 ½ miles long and 16 feet wide. The trail corridor, or right of way, varies in width averaging 100 feet.

**Financial Analysis:** We can maintain the trail to the standards similar to that of the Centennial Trail maintenance standards however we cannot cover capital expenses or expenses beyond our available resources; personnel and equipment. We would want the Centennial Trail Foundation to cover expenses that are not budgeted in the parks budget. Currently we do not have a budget allocation for this trail. I was not planning on seeking a budget allocation for the trail in this upcoming budget year. I am proposing that we do what we can with our available resources and the NICTF be willing to assist with capital outlay. Both the City and the NICTF should have a minimum amount of costs due to the trail being new and well built. NICTF is proposing we lease the Prairie Trail for \$1 a month as per attached memorandum dated January 16, 2009.

**Performance Analysis:** By transferring management responsibility the City can access and maintain the Prairie Trail as well as regulate and enforce trail ordinances similar to our other city trails. Trails and trail connectivity was a top priority in the new Parks Master Plan. The Prairie Trail connects Hawks Nest Subdivision and future park, the Landings Subdivision and future park, CDA Place Subdivision and Bluegrass Park, The Atlas Trail and Northshire Park and subdivision plus Indian Meadows and the golf course area and Ramsey Park. It also ties into the Centennial Trail and Riverstone Subdivision and Riverstone Park. The Prairie Trail helps to connect Holy Family School, Woodland Middle School, Ramsey Elementary School, and Lake City High School. It is more likely than not that if the NICTF did not step up as the lead agency on the trail acquisition and development then the City would have and it would likely have been the Parks Department.

**Decision Point:** Recommend to General Services that the City assume management responsibility of the new Prairie Trail with capital assistance from the NICTF when necessary.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 2/17/09  
Department Name / Employee Name / Date  
Request made by: Susan Mallory 509-685-0118  
Name / Phone  
627 B Cole Road Colville WA 99114  
Address

The request is for:  Repurchase of Lot(s)  
/ / Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 253, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: A Section: Riverview

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\* daughter + guardian of Annabelle Shelton (widow)

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

Title transfer fee (\$ N/A ) attached\*\*.

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vernie 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:  
Annabel Shelton
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 350.00 per lot.

R.D.F. 2/20/09  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: MCG 2/20/09  
Attorney Init. 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.

Susan K. Weathers 2-23-09  
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/recorded 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.

# ANNOUNCEMENTS

# Memo to Council

DATE: February 24, 2009

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the March 3rd Council Meeting:

JEFF CONNAWAY

SIGN BOARD

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Kathy Lewis, Sign Board Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

February 23, 2009  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson - ABSENT  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Chip & Ginger Dalvini, Kayak Coeur d' Alene – Item 3  
Peter Grubb, ROW Adventures – Item 3  
JoAnne Schaller – Item 3  
Robert Singletary – Item 3

**STAFF PRESENT**

Jon Ingalls, Deputy City Administrator  
Wendy Gabriel, City Administrator  
Mike Gridley, City Attorney  
Steve Anthony, Recreation Director  
Doug Eastwood, Parks Director

**Item 1. Lease Agreement Extension / Memorial Field Concession.  
(Resolution No. 09-011)**

Steve Anthony is requesting approval of an extension of Ruth Barker's Memorial Field Concession lease for and additional three years. Mr. Anthony stated that Ms. Barker has leased the concession stand for the last nine years. Ms. Barker has provided tremendous service to the users of both Memorial Field and the City Park. The City has not received one complaint, in fact they have received many compliments regarding her customer service. Staff proposes that the City extend the lease for an addition three years at \$2,860 a year for the first year and a 2% increase for each of the following two years. Mr. Anthony noted an increase in the liability insurance requirement. It is now a million dollars rather than \$500,000.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-011 extending the lease agreement with Ruth Barker for the Memorial Field Concessions for another three-years to expire on April 1, 2012.**

**Item 2. Trail Maintenance and Management Request / Prairie Trail.  
(Consent Calendar)**

Doug Eastwood reported that the Prairie Trail was opened for use in July of 2008. It is currently owned by the North Idaho Centennial Trail Foundation. The NICTF is not in a position to maintain the trail and the City is in the vicinity of the trail and on the trail almost daily. Currently, the City maintains the Centennial Trail in Coeur d'Alene and the two trails intersect on the north side of I-90. The City is the most logical source to do the trail maintenance and regulate use pertaining to events and ordinances. Mr. Eastwood went on to report that the City can maintain the trail to the standards similar to that of the Centennial Trail maintenance standards however the City cannot cover capital expenses or expenses beyond our available resources; personnel and equipment. The City would want the Centennial Trail Foundation to cover expenses that are not budgeted in the parks budget. The Parks Department currently does not have a budget allocation for this trail. We would propose that we do what we can with our available resources and the NICTF be willing to assist with capital outlay. Staff is recommending that the City assume management responsibility of the new Prairie Trail with capital assistance from the NICTF when necessary.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council consider assuming management responsibility of the new Prairie Trail with capital assistance from the NICTF when necessary.**

**Item 3. Guided Tours and Kayaking / Tubbs Hill.**  
**(Consent Calendar)**

Doug Eastwood said this idea was presented last summer by Peter Grubb, owner of ROW Adventures. Mr. Eastwood explained that the Parks Department and associated volunteers, have provided guided tours around Tubbs Hill in the past and upon request if personnel were available. Usually volunteers were called upon to do the tours. The City does not provide Kayaking services however we do have a vendor at Independence Point that rents kayaks. Tours are not provided with the rental service. Group tours and/or regularly scheduled tours could be a useful service in the summer time; mid June through August. Kayaking is becoming increasingly popular. In this economic down time we can look to our park system to be an economic stimulus for different activities, or services, that we do not provide. Having the opportunity to take a nature hike and get on the Lake for a kayaking adventure while visiting or staying in Coeur d'Alene could be a good, positive experience and at the same time have a positive economic impact. Mr. Eastwood presented a map to illustrate the route of the tour, start to finish. The walking tour would end at 11<sup>th</sup> Street where they would get their kayak to continue the tour. Mr. Eastwood explained that hiking and kayaking would be done by professionals that are experienced in nature hikes and kayak instruction. They would also have training in first aid and CPR; just in case. An RFQ would allow us to invite qualified firms to an interview and have that firm share how they would approach this venture and to explain to them what our expectations would be with regard to access, clean-up, staging, etc.

Councilman Edinger expressed his concern with kayaks on the West side of Tubbs Hill because of the boat traffic. He believes the city owned beach at 11<sup>th</sup> Street is not large enough to accommodate the kayaks and safety is a concern when mixing kayaking and swimmers.

Mr. Eastwood concurred that 11<sup>th</sup> Street lake access is not very large area but he believes there is adequate room to accommodate this proposal. Mr. Eastwood also added that there are alternatives to taking kayaks on the west side of Tubbs Hill where they might encounter a large volume of boat traffic.

Councilman Bruning said he shares Councilman Edinger concerns with this request.

Councilman Edinger asked about this being a commercial activity on city property. Mr. Eastwood replied that the City does not allow commercial activity in parks unless someone is providing a service the City does not provide, as the kayaking opportunity.

Councilman Edinger asked Mike Gridley, City Attorney, if this commercial activity could be allowed. Mr. Gridley stated that the city does make exceptions and license commercial activities such as the concessions at Memorial Field and the vendors at Independence Point.

Robert Singletary explained that he has conducted historical tours of Tubbs Hill, Downtown, and the Fort Grounds area for many years. From a tourism promotion point of view, he believes this is an opportunity to bring tourism to Coeur d' Alene and he supports the idea. Mr. Singletary said he knows no other as more professional and dedicated as Mr. Grubb and ROW Adventures.

Joanne Schaller has been a resident of Coeur d' Alene for 30 years and is a jogger on Tubbs Hill. Ms. Schaller opposes soliciting for RFQ's. as she believes the trails are too small to support large groups and this would overload Tubbs Hill. She also believes the public space at 11<sup>th</sup> Street is too small to accommodate the kayaks.

Chip Dalvini, owner of Kayak Coeur d' Alene, LLC, has been in business for 9 years giving guided kayak tours on Coeur d' Alene lake. He is concerned that the city does not have a commercial use policy for public facilities other than the city dock and concessions. He believes the City should put into place a commercial use policy before considering a proposal such as this. Regarding kayak safety, Mr. Dalvini believes he is a good resource



as he's been conducting tours for the past 9 years. He invited the Council to call him any time. With respect to the beach space at 11<sup>th</sup> Street, Mr. Dalvini believes there is sufficient space to accommodate the kayaks.

Councilman Edinger asked Mr. Eastwood where there is other commercial use on city property. Mr. Eastwood replied that at independence point there is a concession, parasail, sea plane, and cruise boats. Concessions at Ramsey Park has been permitted in the past but not recently.

Peter Grubb, founder of ROW Adventures, addressed the concern of interference with the public by stating that those who are on the tours, are the public. Within the public sector, there are those who want to do things on their own, and those who want to use the services of a guide. They recognize this is public property and they would not expect the groups to receive special treatment. Mr. Grubb said he understands the concerns the Committee members as well as citizens may have with this proposal. However, he believes that through the RFQ process, those concerns can be addressed and mitigated. Mr. Grubb said he wants to make this a win / win situation for the city, its citizens, as well as themselves.

Councilman Bruning stated that he believes this would be a good idea and would like to give it a one-year trial. Tours are conducted currently that are not controlled by the City. The RFQ process would enable the city to have some control over it by limiting the number of people on a tour, limiting the number of tours a day, hours of operation, require liability insurance, etc.

Councilman Edinger stated that he still has concerns, especially with kayaking along the west side of Tubbs Hill.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council authorize staff to solicit for Request For Quotes (RFQ's) to consider the idea of providing guided hiking and kayaking service on Tubbs Hill and along the shoreline of Lake Coeur d' Alene.**

**Item 4. Lease Renewal / University of Idaho at Harbor Center.  
(Resolution No. 09-011)**

Wendy Gabriel explained that the University of Idaho entered into a five-year Master Lease Agreement with the City on May 13, 2002. In June 2006 the Master Lease was extended until June 30, 2010. During this time, and at present, the parties, along with North Idaho College and Lewis-Clark State College, have collaborated to acquire adjacent property known as the Stimson Lumber Mill for expansion of educational opportunities in our region. This collaboration for co-location of these educational institutions is ongoing. In addition, the educational institutions continue to collaborate in program offerings in our region. As such, the University requests a second extension of the Master Lease through June 2013. Approval will ensure that the University of Idaho will continue to expand its programs and educational offerings as we move forward with planning and other activities important in the implementation of the Education Corridor concept.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-011 approving the second extension of the Master Lease Agreement with the Board of Regents of the University of Idaho through June 2013.**

The meeting adjourned at 1:00 p.m.  
Respectfully submitted,

*Juanita Knight*  
Recording Secretary

**PARKS & RECREATION COMMISSION  
STAFF REPORT**

**Date:** February 9, 2009

**From:** Doug Eastwood, Parks Director

**RE: GUIDED TOURS AND KAYAKING**

**Decision Point:** Does the Parks & Recreation Commission want to consider making a recommendation to City Council to solicit for RFQ's for the purpose of providing guided tours around Tubbs Hill (3rd Street to 11th Street) and a return kayak trip to Independence Point Beach?

**History:** We, the Parks Department and associated volunteers, have provided guided tours around Tubbs Hill in the past and upon request if personnel were available. Usually we called upon volunteers to do the tours. We do not provide any Kayaking services but we do have a vendor at Independence Point that rents kayaks. Tours are not provided with the rental service.

**Financial Analysis:** If we want to allow this service we would need to enter into an agreement with the guide company that would pay a flat fee or a percentage of their gross to the Parks Department. We would not incur any cost for this service.

**Performance Analysis:** Group tours and/or regularly scheduled tours could be a useful service in the summer time; mid June through August. Kayaking is becoming increasingly popular. In this economic down time we can look to our park system to be an economic stimulus for different activities, or services, that we do not provide. Having the opportunity to take a nature hike and get on the Lake for a kayaking adventure while visiting or staying in Coeur d'Alene could be a good, positive experience and at the same time have a positive economic impact. Hiking and Kayaking would be done by professionals that are experienced in nature hikes and kayak instruction. They would also have training in first aid and CPR; just in case. An RFQ would allow us to invite qualified firms to an interview and have that firm share how they would approach this venture and to explain to them what our expectations would be with regard to access, clean-up, staging, etc.

**Decision Point:** Does the Parks & Recreation Commission want to recommend to City Council that we entertain the idea of soliciting for RFQ's to provide a guided hiking and kayaking service on Tubbs Hill and along the shoreline of Lake Coeur d'Alene?

## PROPOSAL FOR GUIDED WALKS ON TUBBS HILL

**Background:** ROW Adventures is owned by Betsy Bowen and Peter Grubb, was founded in 1979 and located in Coeur d'Alene since 1986. Originally a whitewater rafting outfitter, over the years we have evolved into an adventure travel company offering a wide range of experiences around the world. Locally we run one-day rafting trips on the Moyie, St. Joe and Clark Fork rivers as well as guided fly fishing trips on the Coeur d'Alene and St. Joe rivers. ROW Adventures is licensed by the Idaho Outfitters and Guides Licensing Board and operates under a number of federal permits administered by the United States Forest Service and Bureau of Land Management. We employ ten people year round in our office in downtown Coeur d'Alene and around 50 seasonal employees during the spring/summer season.

Starting in 2009 we are developing a program of local trips to include lake kayaking, walking and bicycling and are in the process of obtaining necessary permits and licenses as needed. We see this as economically beneficial to the area, providing more employment, more reasons to visit Coeur d'Alene and create a more meaningful experience for visitors.

**Mission:** ROW Adventures mission is "Sharing Nature - Enriching Lives." We believe the proposal below fits this perfectly.

**Proposal:** We would like to be able to offer guided walking trips on Tubbs Hill with an emphasis on the natural and cultural history of this tremendous resource. The goal would be to provide a rich learning experience for people by having interpretive guides who are well-informed and educated about the natural history of the area, the specific history of Tubbs Hill and the history of Coeur d'Alene. Many of us have memories or recent experiences with Park rangers at various State or National Parks who have led walks or evening campfire programs. Our proposal would be for a similar kind and quality of experience.

We would envision that the total length of the walk would be about two hours, starting either at the Third Street Boat Ramp entrance area; or at the east side of Tubbs Hill near 11<sup>th</sup> Street. Each walk would likely follow a somewhat different route depending on the season, what was in bloom, the group's ability and other factors.

**Guides:** Guides are the most important element in the sort of activity we are proposing. Our goal would be to hire local residents to lead these trips. We would offer training as needed, however, the idea would be to find people that already have knowledge of the natural history of the area. These could be retired foresters, school teachers or others with an established interest and knowledge. We would augment their knowledge by teaching them effective methods of interpretation. Interpretation in this sense means a form of communication that connects people in a personal, relevant and meaningful way to the resource they are visiting. Or, put another way by the National Association of Interpretation (NAI), "Interpretation is a mission-based communication process that forges emotional and intellectual connections between the interests of the audience and the meanings inherent in the resource."

ROW Adventures is proud that over 75% of our current guide staff is certified by the National Association of Interpretation ([www.interpnet.com](http://www.interpnet.com)) as "Certified Interpretive Guides." We have two people on our staff that are certified instructors through the NAI. Our plan would be to certify our Tubbs Hill guides as "Interpretive Guides" so that they are able to successfully forge the connection between our guests and the treasure of Tubbs Hill.

**Public Trust:** We would in no way interfere with existing users of the resource, and fully understand that this is public property accessible to all.

**Leave No Trace:** We are a member of the Leave No Trace organization and fully understand and practice the need to tread lightly. Part of our message would be educating people about the need to stay on the trails, not litter, and to not pick or harm any vegetation. By so doing we believe that our guided tours would have less impact on the resource than visitors that come without a guide. As well, this philosophy of treading lightly is one that people will carry home with them and hopefully apply throughout their lives when they are out in nature.

**Public Service Partnership:** ROW Adventures is also willing and able to help with other projects on Tubbs Hill if there was a need. We could act as an extension of the Parks Department in some of these areas, at no cost to the City. For example, we could train our guides to recognize noxious weeds and destroy them either on a special project basis or, as an educational element during the walking tours. Our guides would pick up any litter encountered along the way. Our guides would be extra eyes and ears and could monitor any possibly destructive behavior and report the same as appropriate. We would be open to any and all ideas within this realm of concern and welcome the opportunity to partner with the City, the Tubbs Hill Foundation or other service groups.

**School Outreach:** If it were determined that there is a need for this, and with your permission, we would propose offering several trips each year to local school groups. The idea would be to nurture their appreciation of nature and

Tubbs Hill and thereby cultivate a future generation of residents with a vested interest in the preservation and care of Tubbs Hill.

**Target Audience:** There are several possible segments of people that might be interested in these guided walks. One would be local residents who would like to learn more about Tubbs Hills and would benefit from the knowledge of a talented guide. Another would be friends or family of local residents visiting the area and wishing to learn more about Tubbs Hill and the town of Coeur d'Alene while also spending time in nature. The third group would be tourists visiting the area. These could be people staying in Coeur d'Alene or other surrounding towns.

As a new venture we do not know what sort of demand there might or might not be. However, we would like to seek permission to operate two trips per day with the idea being to offer a morning walk and an afternoon walk. We would propose limiting the group size to no more than 14 plus a guide.

**Permit Fees:** In addition to helping people gain a greater appreciation of Tubbs Hill and Coeur d'Alene, we believe there is opportunity for some organization to benefit. This could be the City Parks Department by way of a fee, or a donation to the Tubbs Hill Foundation. We would suggest that in our price we include a \$1 per person fee or donation that we would collect and contribute to whatever organization was determined to be the best fit. As well, we would be happy to include, as part of the tour, information on the Tubbs Hills Foundation and suggest additional donations. If there is preference that a similar amount be considered a "fee" paid by ROW Adventures, we could structure it that way. The net result would be the same.

**Pricing:** Having done some research on similar tours in other towns in the West, we believe that a fair market price is around \$25-\$30/person. This assumes a tour with no food provided.

A variation of this trip that we would like to offer would be to walk around Tubbs Hill in one direction and then return by kayak. This would also be a guided trip. I mention this now in case there is some sort of City permit that would be necessary for this.

By way of summary, I would offer that this proposal can be a win/win for all involved. Tubbs Hill will benefit by gaining a new group of people who have a deeper appreciation for the place and recognize the need to ensure its future preservation. The City, City Parks Department and/or the Tubbs Hill Foundation could benefit through additional funds as well as the actual on-the-ground presence of our guides. ROW Adventures would benefit from having another activity to offer, make some profit from and assist in the continued viability of our business. Finally, our employees, many of whom are local residents, would benefit from having gainful employment.

Please let me know if further information or clarification is needed. Thank you for your consideration.

Sincerely,  
Peter Grubb, President & Founder

One of National Geographic Adventure Magazine's "Best Outfitters on Earth" Three Years in a Row! "Tours of a Lifetime" National Geographic Traveler 2006-2008. 2008 Top Ten "Trips of the Year" from Outside Magazine.

[ROW Adventures](#) - [River Dance Lodge](#) - 2008 National Geographic Traveler "Stay List" of 150 Hotels You'll Love

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