

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

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

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

March 17, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy with Candlelight Church

C. PLEDGE OF ALLEGIANCE:

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

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

F. PRESENTATION:

1. George Ives Recognition of Service

Presented by: Hilary Anderson, Community Planning Director

G. ANNOUNCEMENTS:

- 1. City Council**
- 2. Mayor**

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

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

1. Approval of Council Minutes for the February 26, 2020 and March 3, 2020 Council Meetings.
2. Approval of General Services/Public Works Committee Minutes for March 9, 2020.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, March 23, 2020 at 12:00 noon.
6. **Resolution No. 20-017 -**
 - a. Approval of S-6-19 – Bellerive by the River; Final Plat, Subdivision Improvement Agreement and Security
As Recommended by the City Engineer
 - b. Approval of a Grant Award Agreement with United Way of North Idaho for a Kindergarten Boot Camp with public services funding in the amount of \$44,000.00
As Recommended by the Community Planning Director
 - c. Declare Minuteman Security Technologies as the Sole Source Provider for the purchase of a Genetec License Plate Recognition System for use by the City’s parking enforcement contractor (Diamond, Parking), and authorize purchase.
 - d. Approval of an Agreement with Handshake Productions for the 2021, 2022, and 2023 Coeur d’Alene City Park Summer Concert Series
 - e. Approval of the Lowest Responsive Bid and Award to Badger Meter for Purchase of New Water Meters
As Recommended by the General Services/Public Works Committee

I. GENERAL SERVICES/PUBLIC WORKS:

1. **Resolution No. 20-018** – Declare CXT Precast Products, Inc., as the Sole Source Provider for the purchase of a customized modular restroom to replace the “Bricks” City Park Restroom.

Staff Report by: Bill Greenwood, Parks and Recreation Director

J. OTHER BUSINESS:

1. Ground Disturbance Permit Program

Staff Report by: Chris Bosley, City Engineer

- a. Presentation by Jamie Brunner, Idaho SEEP Board Member

- b. **Council Bill No. 20-1003**- Adding to the Coeur d'Alene Municipal Code a new Chapter 15.40 entitled “Ground Disturbance.”

2. Midtown pilot parking program 1-year review

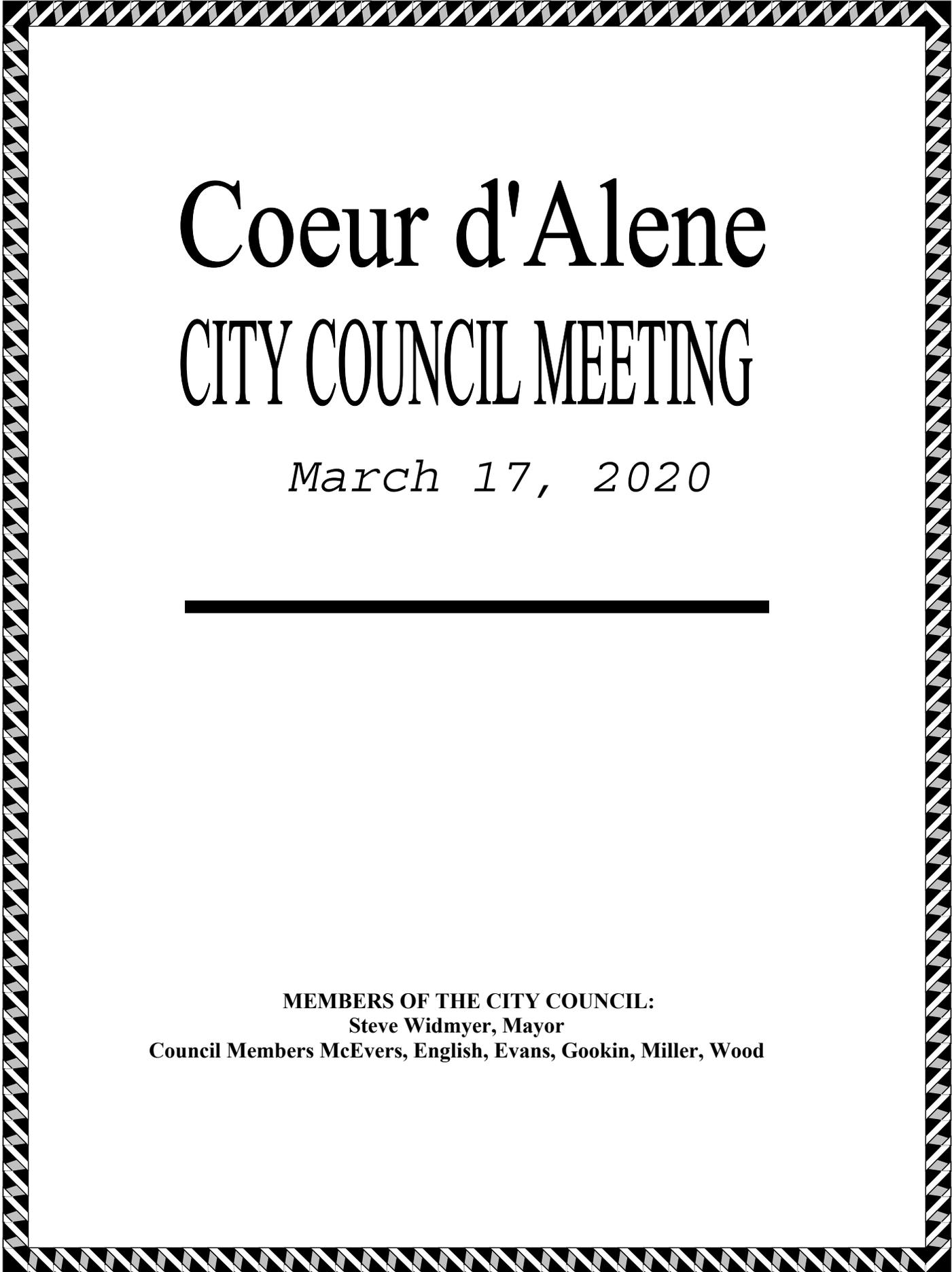
Staff Report by: Hilary Anderson, Community Planning Director

- a. **Resolution No. 20-019** – Approving the extension of the Midtown Parking Pilot Program.
3. **Resolution No 20-020:** Declaration of Intent to exchange real property with Active West Developers, and setting of a public hearing on April 7, 2020 for the consideration of said property exchange of city owned land on Blackwell Island for Parcels 3 & 4 of the former Union Pacific Railroad right-of-way between Lacrosse Avenue and Lakewood Drive.

Staff Report by: Troy Tymesen, City Administrator

K. ADJOURNMENT

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



Coeur d'Alene

CITY COUNCIL MEETING

March 17, 2020

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS

ANNOUNCEMENTS

CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON FEBRUARY 26, 2020 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session with the Planning Commission in the Library Community Room held at 12:00 NOON on February 26, 2020, there being present upon roll call a quorum.

Steve Widmyer, Mayor

Woody McEvers) Members of Council Present
Dan Gookin)
Dan English)
Kiki Miller)
Amy Evans)
Christie Wood)

Tom Messina) Members of the Planning Commission Present
Brinnon Mandel)
Michael Ward)
Peter Luttrupp)
Lewis Rumpier)
Lynn Fleming) arrived at 12:05 p.m.

Jon Ingalls) Members of the Planning Commission Absent

STAFF PRESENT: Troy Tymesen, City Administrator; Mike Gridley, City Attorney; Randy Adams, Deputy City Attorney; Renata McLeod, City Clerk; Hilary Anderson, Community Planning Director; Sean Holm, Planner.

CALL TO ORDER: Mayor Widmyer called the meeting to order and noted that the purpose of the meeting was to hear the update regarding the Envision CDA Project (Comprehensive Plan Updates).

ENVISION CDA LEADERSHIP BRIEFING

Community Planning Director Hilary Anderson thanked everyone for their attendance and noted that Project Manager Sean Holm has done a wonderful job managing this project. She introduced Alex Dupey with MIG. He noted that the state code requires cities adopt a comprehensive plan and land use policies. He also provided an overview of the community conversations that have occurred since the Fall of 2019 through this Winter. The community conversations included partners representing health, safety, environment, education, economic development, and transportation. He noted that the kick off meeting had approximately 80 attendees. They were able to identify vision elements, assets, opportunities, constraints, and potential land use visions for the year 2040. They also took a development game directly to

High School/college groups, neighborhoods, and other small groups to develop input through a fun, realistic method. Additionally, they set up two online surveys that asked questions such as “How would you define CDA,” “What is the most important issue in CDA today,” and “What is your vision for CDA in 2040.” 86% of the respondents noted that they see the community as the city by the lake. 80% of respondents felt the most important issue is to preserve access to natural resources. Mr. Dupey noted that concerns expressed for the year 2040 included sprawl and traffic congestion. He explained that all the input provided is information needed to begin the development of a policy framework that will include a community vision, guiding principles, as well as goals, objects, and actions. Additional study elements included pedestrian, bicycle, and vehicular transportation. He noted that the public input included a desire for more safe places to ride bikes and to address issues surrounding the impact of snow season and bike travel. The online survey regarding the draft vision, guiding principles, and goals is currently available at www.envisioncda.org. In March, they will host another advisory group, focus group, and economic development stakeholder meeting. In late spring they will host a community meeting with land use scenarios and another online survey. The last piece of the timeline is the adoption of the plan, which will most likely be ready in early 2021.

DISCUSSION: Commissioner Messina stated that the consultant has done a good job bringing all the data together. Councilmember Gookin felt the draft vision statement was broad and could apply to any city. Commissioner Fleming noted that she would like something added in about the spirit of who we are as a giving society. Councilmember Wood felt that the long history in diversity leadership should be included in the vision or maybe added within goals of responsible growth. City Administrator Troy Tymesen stated that the waterfront is great, and that water resources are a protected community resource to be referenced. Councilmember English noted that it is good to have the goal of affordable cost of living, as many people would say there is not a current balance. Councilmember Gookin noted that the community's biggest export is young people, because there aren't enough jobs, but agreed we should strive toward increasing jobs. Mr. Dupey explained a vision statement is different from goals, and that it should be descriptive of where the City wants to go in 20 years. Councilmember Miller felt that the vision statement states what is wanted and that it will be a guide to get us there. Commissioner Mandel said that she likes the vision and we should just remember there are tradeoffs as we can't have all these things without a realistic balance. She noted that she thinks what is missing is equity, but that it might be a good principle. Commissioner Ward would like to keep the vision simple, and concise and keep in mind what we inspire to become. Planner Sean Holm said that they will include principal guiding language that will be more focused. Commissioner Luttrupp said he would like to talk about the entire lake. Commissioner Mandel asked how they plan to incorporate the outlying items like Spokane growth and KMPO plans. Mr. Dupey explained that they would look at regional items with Spokane and that they are working with KMPO to collect information that will be included in transportation analysis. Additionally, he noted that CDA 2030 works with groups outside of the city, and that information can be incorporated.

Mayor Widmyer noted the respondents to surveys were low, and wondered if that gives enough information/snapshot of what the community wants to see. Mr. Dupey noted it would not be an indicator for policy development and potential issues; however, it is not what the community at large is telling us. Mayor Widmyer asked if MIG has a target of what is a good number of people giving input. Community Planning Director Hilary Anderson noted that 3000 community

members were involved in CDA2030, so it is their hope to get 4000 inputs throughout the project. Mr. Holm noted that they will host two days of meetings next month on March 17 and 18. Ms. Anderson noted that a presentation of the economic development analysis will also take place at that time. The next workshop will be in the Spring. Ms. Hartzell stated that the earlier efforts were very time intensive and will be important to gather data.

ADJOURN: Motion by Luttrupp, seconded by Ward that there being no further business of the Planning Commission, this meeting is adjourned. **Motion carried.**

Motion by McEvers, seconded by Miller that there being no further business of the City Council, this meeting is adjourned. **Motion carried.**

The meeting adjourned at 1:09 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

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ADJOURN: Motion by Luttrupp, seconded by Ward that there being no further business of the Planning Commission, this meeting is adjourned. **Motion carried.**

Motion by McEvers, seconded by Miller that there being no further business of the City Council, this meeting is adjourned. **Motion carried.**

The meeting adjourned at 1:09 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

March 9, 2020
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Christie Wood, Chairperson
Councilmember Dan English
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Debra Henderson, Customer Service Support Specialist
Tim Martin, Streets & Engineering Director
Bill Greenwood, Parks & Recreation Director
Kyle Marine, Assistant Water Superintendent
Mike Gridley, City Attorney

Item 1. Request for Declaration of Minuteman Security Technologies as Sole Source Provider for Purchase of Genetec License Plate Recognition System for Use by City's Parking Enforcement Contractor, Diamond Parking, and Authorization to Purchase.

(Consent Calendar)

Tim Martin, Director of Streets & Engineering, requested a recommendation that Council declare that Minuteman Security Technologies is the only vendor reasonably available to provide the Genetec License Plate Recognition (LPR) system for use by the City's parking enforcement contractor, Diamond Parking.

Mr. Martin discussed the purchase of a second piece of license plate recognition software equipment. He mentioned that earlier this month the Engineering Department purchased the vehicle that the equipment will go into, which they plan to have ready by the end of May. He said the system would be compatible with the vehicle currently in use downtown. The goal is to move forward with a more streamlined process for online payments through the system. The City has sought to substantially increase efficiency and ease of use of its parking infrastructure for the benefit of the community and to better manage overall enforcement of the downtown parking system.

Mr. Martin mentioned that Genetec's system directly integrates into all of the existing infrastructure and software systems utilized by Diamond Parking, and the two companies already have a direct relationship. The LPR system provides numerous benefits for management of the City's parking system as well as for motorists utilizing public parking. From the customer side, receipts will no longer be required at McEuen Park's public parking lot, nor will anyone staying two hours or less even need to visit a Luke digital payment station. This will reduce lines at the stations and provide a better visitor experience overall. The system will also integrate into the City's existing call-to-park system, so those visitors familiar with it will never have to visit a Luke station again should they so choose, instead utilizing their phone to call or go online to pay after two hours of parking.

Mr. Martin also mentioned that the system will "digitally chalk" tires to track vehicles and ensure motorists do move their vehicles away from a spot. Zones can be set within the system regarding how long a vehicle has been parked and what the specific rules might be for any area the City sets. A plate can be read by the device from 115-feet away and even if the parking enforcement vehicle is traveling up to 220 miles per hour (note: highly unlikely to ever occur!)

Mr. Martin further mentioned that Genetec's system would cost \$37,871.67 and he is recommending a four-year extended warranty for full replacement coverage of \$16,380.00, for a total of \$54,251.67. The purchase was not budgeted in the current financial plan, but can be funded from the parking budget.

Councilmember Wood asked if the request was presented in the last budget cycle. Mr. Martin stated that it is was not, but that it was brought up two years ago.

Councilmember Evans asked if the City would still have the Luke system in the parks. Mr. Martin said that they would still be available for public use.

MOTION by English, seconded by Wood, to recommend that Council declare Minuteman Security Technologies as the Sole Source Provider for the purchase of a Genetec License Plate Recognition system for use by the City's parking enforcement contractor (Diamond Parking), and authorize purchase. Motion Carried.

Item 2. Request for Approval of the Proposal of CXT Precast Products for the Restroom Replacement of the "Bricks" City Park Restroom.
(Agenda)

Bill Greenwood, Parks & Recreation Director, requested a recommendation for Council approval of the proposal of CXT Precast Products, Inc., for the restroom replacement of the "Bricks" City Park restroom.

Mr. Greenwood discussed the replacement of the "Bricks" City Park Restroom which is located on the north end of Memorial Park and coincides with the remodel of the Memorial Park grandstands. He gave an overview of the model of the bathroom and explained the "Bricks" Restroom would have seven stalls for men and nine for women. He also mentioned that one item left out in the staff report was the price of the installation of all the utilities to be done by other trades; which includes domestic water and sewer, electrical and a concrete pad around the building. The purchase price of the structure noted is from CXT. Mr. Greenwood also mentioned that the structure comes in two separate precast pieces which will sit on a compacted gravel foundation. There is a four month wait for the unit, but he feels it will be completed and installed around the end of this summer, by August or September.

Mr. Greenwood said that they solicited proposals from three precast companies pursuant to Idaho Code §67-2806A. CXT provided the only proposal, and its proposal met their design and layout requirements, and satisfied the factors outlined in the statute. They have \$350,000 budgeted for the project. The structure is \$263,900 delivered, the demo costs are \$8,500, relocations and hookup on the utilities are \$21,650, and the apron and sidewalk around the perimeter of the building is \$11,500. The new restroom will provide a nice addition to the park with much less maintenance cost. The new facility will create better ADA access, as well changing rooms for NIC women's softball, who is the City's partner for the Memorial Field Grandstand remodel.

Councilmember Evans asked about the transition time to demo the existing unit. Mr. Greenwood stated that they would wait on the demo as the restroom is still in use and sometime after the "Taste of the Coeur d'Alene's" event, which is the first week of August, they would start demo and prepare the site for utilities, etc. Mr. Greenwood estimated that it would take about two to three weeks to get started.

Councilmember Wood suggested they collaborate with NIC for help in adding benches and lockers, and commented that she and NIC are really excited about the addition of the larger restroom facilities.

Councilmember English asked about the changing area and whether or not there were showers and drains. Mr. Greenwood responded that there are drains and no showers. The drains are used to disinfect the floors.

MOTION by Wood, seconded by English, to recommend that Council approve the proposal of CXT Precast Products, Inc. for the restroom replacement of the “Bricks” City Park Restroom. Motion Carried.

Item 3. Request for Approval of Renewal of an Agreement with Handshake Productions for the Summer Concert Series.
(Consent Calendar)

Bill Greenwood, Parks & Recreation Director, requested a recommendation for Council approval of an agreement with Handshake Productions for a three-year renewal (2021 – 2023) of the Summer Concert Series. Mr. Greenwood noted in his staff report that the Summer Concert Series, sponsored by Handshake Productions, is entering its 26th year. It is a very successful event that has become a Sunday afternoon pastime for a good number of residents. The City does not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

Mr. Greenwood mentioned that Mr. Chris Guggemos has been doing concerts for the City for approximately 28 years. He mentioned Mr. Guggemos is doing a great job on the Sunday concerts.

MOTION by English, seconded by Wood, to recommend that Council approve an agreement with Handshake Productions for the Summer Concert series. Motion Carried.

Item 4. Request for Approval of Lowest Responsive Bid and Award of Bid to Badger Meter, Inc. for the Purchase of New Water Meters.
(Consent Calendar)

Kyle Marine, Assistant Water Superintendent, mentioned that the Water Department has an annual Water Meter Changeout Program (MCOP) that replaces all 19,000 meters in the city over a 10-year cycle due to the AWWA recommended annual replacement lifespan of an average residential water meter and radio read battery. Once a meter reaches 10 years, dependent on use and water quality, it can lose sufficient accuracy to affect revenue generation. With the 10-year battery life, the Orion radio read ceases to work, requiring replacement of the unit. The city changes an average of 2,000 meters a year, depending on the location. It is recommended that water meters be replaced or rebuilt once they reach above a 3% loss of efficiency which is an average of 10 years. Mr. Marine mentioned that they went out to bid for approximately 2,042 meters. The lowest responsive single bid was received from Badger Meter in the amount of \$403,674, which includes 1,905 - ¾” meters, 122 - 1” meters and 15 - 1.5” meters with Orion radio reads.

Councilmember English asked if the cost of the meters comes out of the fees paid for water and if it is part of the self-sufficient enterprise funding. Mr. Marine said that, yes, the funds would come from that funding. He also stated that older meter cores have, in the past, been sent to Spokane for testing and they are starting to

be charged for the service. To solve the problem, they have budgeted this year to purchase their own tester and expect to go out for bid in the next couple of months, which would help save money in the long run.

MOTION by Wood, seconded by English, to recommend that Council approve the lowest responsive bid and award the bid to Badger Meter, Inc., for the purchase of new water meters. Motion carried.

The meeting adjourned at 12:18 p.m.

Respectfully submitted,
[Debra Henderson](#)
Recording Secretary

RECEIVED

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

MAR - 8 2020

CITY CLERK

FUND	BALANCE 1/31/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 2/29/2020
<u>General-Designated</u>	\$1,631,913	\$76,349	\$1,212	\$1,707,050
<u>General-Undesignated</u>	15,120,121	5,983,460	8,090,293	13,013,288
<u>Special Revenue:</u>				
Library	650,773	25,034	132,971	542,836
CDBG	14,091	31,451	31,451	14,091
Cemetery	92,290	31,322	22,621	100,991
Parks Capital Improvements	1,478,060	16,562	58,203	1,436,419
Impact Fees	3,586,250	74,603		3,660,853
Annexation Fees	94,586	126		94,712
Cemetery P/C	1,395,547	4,665	15,176	1,385,036
Jewett House	33,192	2,189	1,326	34,055
Reforestation	26,634	36		26,670
Street Trees	212,820	4,784	1,000	216,604
Community Canopy	3,229	4		3,233
Public Art Fund	97,238	4,520	15,000	86,758
Public Art Fund - ignite	500,490	668		501,158
Public Art Fund - Maintenance	133,199	178		133,377
<u>Debt Service:</u>				
2015 G.O. Bonds	585,140	12,533	50,319	547,354
<u>Capital Projects:</u>				
Street Projects	1,053,252	12,559	300,363	765,448
Atlas Waterfront Project	-			-
<u>Enterprise:</u>				
Street Lights	120,965	46,837	56,206	111,596
Water	3,074,581	304,506	373,388	3,005,699
Water Capitalization Fees	7,408,987	41,891		7,450,878
Wastewater	9,476,600	854,216	1,645,025	8,685,791
Wastewater - Equip Reserve	1,145,212	27,500		1,172,712
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	2,451,880	117,616		2,569,496
WW Property Mgmt	60,668			60,668
Sanitation	1,630,570	344,909	269,577	1,705,902
Public Parking	289,513	33,448	14,917	308,044
Drainage	1,111,975	86,685	28,722	1,169,938
Wastewater Debt Service	1,072,832	619,007	295,154	1,396,685
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	234,782	227,603	234,782	227,603
Police Retirement	906,504	14,605 #	35,667	885,442
Sales Tax	1,569	556	1,569	556
BID	266,404			266,404
Homeless Trust Fund	477	441	477	441
GRAND TOTAL	\$57,462,344	\$9,000,863	\$11,675,419	\$54,787,788

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

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

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 February 29, 2020

RECEIVED

MAR - 8 2020

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$98,072	39%
	Services/Supplies	11,400	2,306	20%
Administration	Personnel Services	209,521	87,235	42%
	Services/Supplies	7,200	804	11%
Finance	Personnel Services	679,466	268,705	40%
	Services/Supplies	518,050	255,299	49%
Municipal Services	Personnel Services	1,273,999	525,415	41%
	Services/Supplies	546,375	308,603	56%
	Capital Outlay			
Human Resources	Personnel Services	328,696	134,899	41%
	Services/Supplies	71,823	34,514	48%
Legal	Personnel Services	1,240,704	527,685	43%
	Services/Supplies	51,153	29,052	57%
Planning	Personnel Services	675,488	256,544	38%
	Services/Supplies	297,800	61,119	21%
	Capital Outlay			
Building Maintenance	Personnel Services	383,106	130,690	34%
	Services/Supplies	172,875	78,316	45%
	Capital Outlay	120,000	96,400	80%
Police	Personnel Services	14,216,783	5,860,329	41%
	Services/Supplies	1,617,216	488,725	30%
	Capital Outlay	140,161	29,231	21%
Fire	Personnel Services	9,911,402	4,393,920	44%
	Services/Supplies	641,095	152,792	24%
	Capital Outlay	23,000	22,224	97%
General Government	Services/Supplies	125,750	1,532,048	1218%
	Capital Outlay		302,998	
Police Grants	Personnel Services		26,664	
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		2,809	
	Capital Outlay			
Streets	Personnel Services	3,086,704	1,303,575	42%
	Services/Supplies	1,797,404	497,972	28%
	Capital Outlay	155,000	165,745	107%
Parks	Personnel Services	1,684,388	579,860	34%
	Services/Supplies	687,150	179,883	26%
	Capital Outlay	126,000	37,797	30%

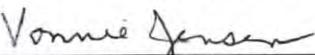
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
February 29, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	230,766	41%
	Services/Supplies	196,280	35,179	18%
	Capital Outlay	9,500		
Building Inspection	Personnel Services	898,321	358,614	40%
	Services/Supplies	41,256	10,516	25%
	Capital Outlay	24,233	23,330	96%
Total General Fund		<u>42,779,932</u>	<u>19,130,635</u>	<u>45%</u>
Library	Personnel Services	1,353,266	549,941	41%
	Services/Supplies	252,500	105,174	42%
	Capital Outlay	180,000	56,851	32%
CDBG	Services/Supplies	597,467	73,694	12%
Cemetery	Personnel Services	190,877	65,882	35%
	Services/Supplies	105,950	36,736	35%
	Capital Outlay	72,800	41,859	57%
Impact Fees	Services/Supplies	360,000	238,052	66%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	564,500	656,298	116%
Cemetery Perpetual Care	Services/Supplies	191,500	81,530	43%
Jewett House	Services/Supplies	28,853	3,915	14%
Reforestation	Services/Supplies	5,000		
Street Trees	Services/Supplies	104,000	4,465	4%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	41,989	11%
		<u>4,477,013</u>	<u>2,055,634</u>	<u>46%</u>
Debt Service Fund		<u>878,932</u>	<u>50,319</u>	<u>6%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
February 29, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay		15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472		
Kathleen Avenue Widening	Capital Outlay	445,000	7,956	2%
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015	6,140	12%
Industrial Park Loop & Atlas	Capital Outlay	804,500	482,503	60%
Downtown Signal Imprvmnts	Capital Outlay	10,000	25,618	256%
Atlas Waterfront Project	Capital Outlay		41,452	
NW Blvd Traffic Signals	Capital Outlay		220,167	
		<u>1,611,812</u>	<u>1,023,211</u>	<u>63%</u>
Street Lights	Services/Supplies	706,000	226,278	32%
Water	Personnel Services	2,166,893	888,236	41%
	Services/Supplies	4,778,418	532,680	11%
	Capital Outlay	7,676,000	1,399,079	18%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	1,036,786	36%
	Services/Supplies	6,874,376	940,293	14%
	Capital Outlay	4,710,000	1,250,208	27%
	Debt Service	2,176,363	734,108	34%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	3,959,644	1,434,286	36%
Public Parking	Services/Supplies	1,351,011	525,071	39%
	Capital Outlay	24,000		
Drainage	Personnel Services	118,155	49,331	42%
	Services/Supplies	798,391	111,157	14%
	Capital Outlay	905,000	259,402	29%
Total Enterprise Funds		<u>44,305,549</u>	<u>9,386,915</u>	<u>21%</u>
Kootenai County Solid Waste		2,885,000	955,814	33%
Police Retirement		184,241	76,360	41%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		4,800	2,111	44%
Total Fiduciary Funds		<u>3,250,041</u>	<u>1,074,285</u>	<u>33%</u>
TOTALS:		<u>\$97,303,279</u>	<u>\$32,720,999</u>	<u>34%</u>

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



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

RECEIVED

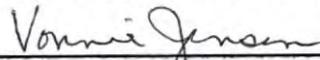
MAR - 8 2020

CITY CLERK

City of Coeur d Alene
Cash and Investments
2/29/2020

Description	City's Balance
U.S. Bank	
Checking Account	2,694,918
Checking Account	36,724
Investment Account - Police Retirement	871,765
Investment Account - Cemetery Perpetual Care Fund	1,381,796
Idaho Central Credit Union	
Certificate of Deposit	264,325
Idaho State Investment Pool	
State Investment Pool Account	49,286,222
Spokane Teacher's Credit Union	
Certificate of Deposit	253,368
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u>54,791,243</u>

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



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

RESOLUTION NO. 20-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR: APPROVAL OF BELLERIVE BY THE RIVER FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT AND SECURITY (S-6-19); APPROVAL OF A GRANT AWARD AGREEMENT WITH UNITED WAY OF NORTH IDAHO FOR A KINDERGARTEN BOOT CAMP WITH PUBLIC SERVICES FUNDING IN THE AMOUNT OF \$44,000.00; DECLARATION OF MINUTEMAN SECURITY TECHNOLOGIES AS THE SOLE SOURCE PROVIDER FOR THE PURCHASE OF A GENETEC LICENSE PLATE RECOGNITION SYSTEM FOR USE BY THE CITY'S PARKING ENFORCEMENT CONTRACTOR (DIAMOND PARKING), AND AUTHORIZATION FOR THE PURCHASE OF THE SYSTEM; APPROVAL OF AN AGREEMENT WITH HANDSHAKE PRODUCTIONS FOR THE 2021, 2022, AND 2023 COEUR D'ALENE CITY PARK SUMMER CONCERT SERIES; AND APPROVAL OF THE LOWEST RESPONSIVE BID AND AWARD TO BADGER METER FOR THE PURCHASE OF NEW WATER METERS FOR THE WATER DEPARTMENT.

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

- A) Approval of Bellerive by the River Final Plat, Subdivision Improvement Agreement and Security (S-6-19);
- B) Approval of a Grant Award Agreement with United Way of North Idaho for a Kindergarten Boot Camp with public services funding in the amount of \$44,000.00;
- C) Declaration of Minuteman Security Technologies as the Sole Source Provider for the purchase of a Genetec License Plate Recognition System for use by the City's parking Enforcement contractor (Diamond Parking), and authorization for the purchase of the system;
- D) Approval of an Agreement with Handshake Productions for the 2021, 2022, and 2023 Coeur d'Alene City Park Summer Concert Series;
- E) Approval of the lowest responsive bid and award to Badger Meter for the purchase of new water meters for the Water Department;

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 and take the 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 and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substantive provisions of the agreements and the other actions remain intact.

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

DATED this 17th day of March, 2020.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: March 17, 2020
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **S-6-19 Bellerive By The River: Final Plat, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a five (5) lot residential development.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: Nick Forsberg, Manager
Atlas Building Group LLC
P.O. Box 2122
Coeur d'Alene, ID 83816
- b. Location: .66 Acre Parcel Located at 1809 W. Bellerive Lane
- c. Previous Action:
 1. Preliminary plat approval, December 2019

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$55,660.50 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Storm water drainage facilities, signs, concrete sidewalk, concrete pedestrian ramps, concrete curb and gutter installation, concrete curb inlets, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), utility main line installation and monument installation) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by May 18, 2020.

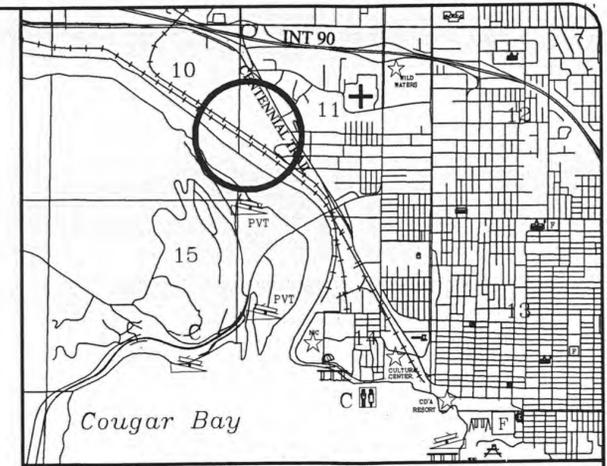
DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

BELLERIVE BY THE RIVER

A REPLAT OF LOT 1, BLOCK 1, BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION
SITUATE IN A PORTION OF THE SE 1/4 OF SECTION 10 & THE SW 1/4 OF SECTION 11,
TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP
NO SCALE

OWNERS CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT ATLAS BUILDING GROUP, LLC HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS "BELLERIVE BY THE RIVER"; BEING A REPLAT OF LOT 1, BLOCK ONE, BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION AS RECORDED WITH KOOTENAI COUNTY RECORDER IN BOOK "L" OF PLATS AT PAGE 313, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE THE QUARTER CORNER OF SAID SECTION 10 AND SECTION 11; FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 10 BEING A 3.25" B.C. MONUMENT (PER CP# INSTRUMENT #2109634000) BEARS NORTH 01°10'5" EAST 2653.67 FEET; THENCE SOUTH 01°11'27" WEST, 453.19 FEET TO A 5/8" REBAR # CAP "PLS 9367"; THENCE SOUTH 32°02'36" WEST, 15.00 FEET TO AN ANGLE POINT ON THE NORTH LINE OF SAID LOT 1 BEING A 5/8" REBAR AND THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE, SOUTH 58°02'30" EAST, 36.72 FEET TO THE NORTHWESTERLY CORNER OF DEED INSTRUMENT #2464729000, WITNESSED BY A 5/8" REBAR # CAP "PLS 4182";

THENCE, SOUTH 34°35'25" WEST, 146.40 FEET TO THE SOUTHWESTERLY CORNER THEREOF, WITNESSED BY A NAIL AND WASHER "ATS PLS 8962" SET IN CONCRETE;

THENCE ALONG THE NORTHEASTERLY LINE OF BELLERIVE LANE AS FOLLOWS:

52.71 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3283.00 FEET, A CENTRAL ANGLE OF 00°55'11" AND A CHORD BEARING NORTH 54°55'24" WEST, 52.70 FEET TO THE POINT OF TANGENCY;

NORTH 54°27'48" WEST, 154.54 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE OF BELLERIVE LANE, NORTH 35°32'12" EAST, 134.25 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 57°57'24" EAST, 168.48 FEET RETURNING TO THE POINT-OF-BEGINNING;

CONTAINING 0.665 ACRES (28,948 SF), MORE OR LESS;

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

BE IT FURTHER KNOWN THAT:

THE OWNER HEREBY GRANTS A 15' AND A 24' ACCESS AND DRAINAGE EASEMENT FOR THE BENEFIT OF OF ALL LOTS OF THIS PLAT FOR ITS INTENDED USE.

THE OWNER HEREBY GRANTS A 10' UTILITY, SIDEWALK AND DRAINAGE EASEMENT FOR ITS INTENDED USE.

DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

ATLAS BUILDING GROUP, LLC

BY: [Signature]

ITS: [Signature]

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO }
COUNTY OF KOOTENAI } S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF March, 2020,
BY KENNY DEBAENE AS REGISTERED AGENT OF ATLAS BUILDING GROUP, LLC.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSIONS EXPIRES: 12-28-2021



HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE CITY OF COEUR D'ALENE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSION WAS CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSION HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISSAPPROVAL, AND NON-CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

THIS 25th DAY OF Feb., 2020.

[Signature]
PATRIARCHE HEALTH DISTRICT 1

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS _____ DAY OF _____, 2020.

COEUR D'ALENE CITY CLERK

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS _____ DAY OF _____, 2020.

CITY OF COEUR D'ALENE, ENGINEER

COUNTY RECORDER

THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS _____ DAY OF _____, 2020, AT _____ O'CLOCK _____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED

IN BOOK _____ OF PLATS, AT PAGES _____

KOOTENAI COUNTY RECORDER

BY: _____ DEPUTY FEE: _____

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2019

DATED THIS 27th DAY OF February, 2020.

[Signature]
KOOTENAI COUNTY, TREASURER [Signature]

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2020.



KOOTENAI COUNTY, SURVEYOR

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF JUNE, 2019. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET AS DEPICTED ON PAGE 2 OF THIS PLAT IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS THEY PERTAIN TO PLATS AND SURVEYS.



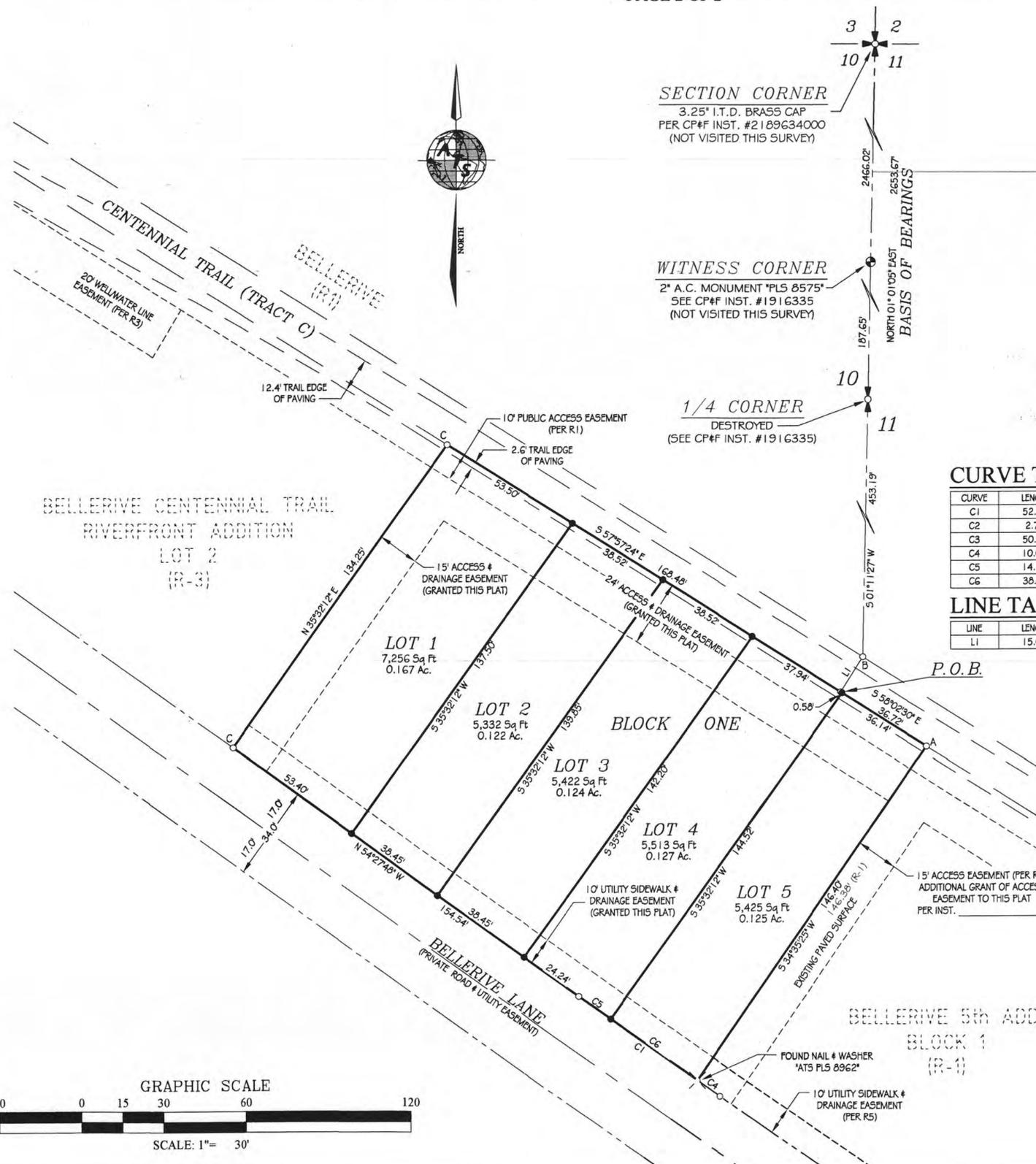
	SCALE: N/A
	CHECKED BY: MBM
	DATE: 02-24-2020
	DRAWN BY: MBM
	DATE: 07-09-2019
DWG: PLAT	
PROJ: 19-079	

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 • FAX (208)-762-7731

BELLERIVE BY THE RIVER

A REPLAT OF LOT 1, BLOCK 1, BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION
SITUATE IN A PORTION OF THE SE 1/4 OF SECTION 10 & THE SW 1/4 OF SECTION 11,
TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



SECTION CORNER
3.25" I.T.D. BRASS CAP
PER CP#F INST. #2189634000
(NOT VISITED THIS SURVEY)

WITNESS CORNER
2" A.C. MONUMENT *PLS 8575*
SEE CP#F INST. #1916335
(NOT VISITED THIS SURVEY)

1/4 CORNER
DESTROYED
(SEE CP#F INST. #1916335)

LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP.
- ⊗ SET NAIL & WASHER *ATS PLS 8962*
- FOUND 5/8" REBAR, NO CAP
- FOUND 5/8" REBAR & CAP *PLS 4182*
- FOUND 5/8" REBAR & CAP *PLS 9367*
- FOUND 5/8" REBAR & CAP *ATS PLS 8962* (PER R6)
- COMPUTED POINT (NOTHING FOUND OR SET)
- ⊗ FOUND NAIL AND TAG AS DESCRIBED
- ⊗ SECTION CORNER
- ⊗ QUARTER CORNER (COMPUTED)
- ⊗ WITNESS CORNER

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	52.70'	3283.00'	00°55'11"	N 54°55'24" W	52.70'
C2	2.70'	3283.00'	00°02'50"	N 54°29'13" W	2.70'
C3	50.00'	3283.00'	00°52'22"	N 54°56'49" W	50.00'
C4	10.00'	3283.00'	00°12'32"	N 55°11'44" W	10.00'
C5	14.21'	3283.00'	00°14'53"	N 54°35'14" W	14.21'
C6	38.49'	3283.00'	00°40'18"	N 55°02'50" W	38.49'

LINE TABLE

LINE	LENGTH	BEARING
L1	15.00'	S 32°02'36" W

REFERENCES

- R-1) SURVEY BY DAVID E. SCHUMANN, PLS 4182. RECORDED JULY 2014 IN BOOK 28 OF SURVEYS AT PAGE 174.
 - R-2) BELLERIVE 5th ADDITION BY DAVID E. SCHUMANN, PLS 4182, RECORDED AUGUST 2014 IN BOOK 9 OF PLATS AT PAGE 467.
 - R-3) BELLERIVE CENTENNIAL TRAIL RIVERFRONT ADDITION BY MATTHEW B. MAYBERRY, PLS 8962. RECORDED FEBRUARY 2019 IN BOOK 1 OF PLATS AT PAGE 313.
- ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

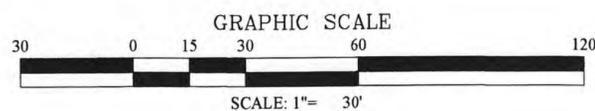
SURVEYOR'S NARRATIVE/NOTES

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY FIRST AMERICAN TITLE COMPANY DATED JUNE 03, 2019. ORDER NO. 737401-C. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
2. ANY RIGHT OF WAY DEDICATION AND/OR THE GRANTING OF PERPETUAL EASEMENT DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. THIS SURVEY WAS PERFORMED BY A COMBINATION OF FIELD TRAVERSING USING A TRIMBLE S6- A 2 SECOND ROBOTIC TOTAL STATION AND A TRIMBLE R8-4 GNSS BASE UNIT AND A R2 RTK ROVER UNIT.
4. THE SURVEY UPON WHICH THIS PLAT IS BASED ON WAS PERFORMED ACCORDING TO IDAHO CODE 55-1911 FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION FOR ERROR CLOSURE.
5. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCEL ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE CHAPTER 16.30-SHORT SUBDIVISIONS.
6. PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS EASEMENTS AND RIGHTS AS OUTLINED FOR RIVERSTONE, BELLERIVE, BELLERIVE 1st ADD., BELLERIVE 2nd ADD. AND BELLERIVE 3rd ADD. AND INCLUDING ALL AMENDMENTS THERETO.
7. PLAT BOUNDARY IS BASED ON AND ESTABLISHED FROM PREVIOUS SURVEY WORK, FOUND MONUMENTATION AT THE LOT CORNERS AND PLATTING (R3).

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TAKEN TO BEAR NORTH 01°01'05" EAST, ACCORDING TO THE KOOTENAI COUNTY HORIZONTAL CONTROL NETWORK NAD 83, IDAHO WEST ZONE, (1992 ADJUSTMENT) WITH A CONVERGENCE ANGLE OF -00°47'00" CALCULATED AT THE NORTHEAST CORNER OF SAID SECTION 10.

PROFESSIONAL LAND SURVEYOR
REGISTERED
PLS 8962
STATE OF IDAHO
MATTHEW B. MAYBERRY
3/8/2020



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 • FAX (208)-762-7731

SCALE: 1"=30'
CHECKED BY: MBM
DATE: 02-24-2020
DRAWN BY: MBM
DATE: 07-09-2019
DWG: PLAT-2
PROJ: 19-079

AGREEMENT TO PERFORM SUBDIVISION WORK

Bellerive By The River

THIS AGREEMENT made this 17th day of March, 2020 between Atlas Building Group LLC, whose address is P.O. Box 2122, Coeur d'Alene, ID 83816, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Bellerive By The River, a five (5) lot, residential development in Coeur d'Alene, situated in the Southeast Quarter of Section 10 & the Southwest Quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Storm water drainage facilities, signs, concrete sidewalk, concrete pedestrian ramps, concrete curb and gutter installation, concrete curb inlets, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), utility main line installation and monument installation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 18th day of May, 2020. Said improvements are more particularly described on the submitted estimate of probable construction costs dated January 28, 2020 attached as Exhibit "A", and shown on the civil engineering drawings titled "Bellerive By The River", dated February 3, 2020, stamped and signed by Patrick M. FitzGerald, PE, #10379 of Advanced Technology Surveying, Inc. whose address is 9177 Hess Street, Hayden, ID 83835, on file in the City of Coeur d'Alene Street & Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Fifty-Five Thousand Six Hundred Sixty and 50/100 Dollars (\$55,660.50) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

City of Coeur d'Alene

Developer

Steve Widmyer, Mayor

Nick Forsberg, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

CONSTRUCTION COST AND BOND ESTIMATES BELLERIVE BY THE RIVER - IMPROVEMENT PLAN CITY OF COEUR D'ALENE

ITEM DESCRIPTION	UNIT PRICE	EST. QTY	UNIT	PRICE	TOTAL PRICE
UP FRONT					
MOBILIZATION	\$ 1,500.00	1.00	LS	\$1,500.00	\$1,500.00
<i>UP FRONT SUBTOTAL</i>					<i>\$1,500.00</i>
EARTHWORK					
MASS GRADING	\$ 1,100.00	1.00	LS	\$1,100.00	\$1,100.00
FINE GRADING	\$ 550.00	1.00	LS	\$550.00	\$550.00
<i>EARTHWORK SUBTOTAL</i>					<i>\$1,650.00</i>
SEWER					
SEWER SERVICES	\$ 1,350.00	3.00	EACH	\$4,050.00	\$4,050.00
<i>SEWER SUBTOTAL</i>					<i>\$4,050.00</i>
WATER					
WATER SERVICES W/METER SETS (INCL. RELOCATES)	\$ 2,500.00	3.00	EACH	\$7,500.00	\$7,500.00
<i>WATER SUBTOTAL</i>					<i>\$7,500.00</i>
STORMWATER					
TEMP. CONSTRUCTION ENTRANCE	\$ 650.00	1.00	EACH	\$650.00	\$650.00
<i>STORMWATER SUBTOTAL</i>					<i>\$650.00</i>
ROADWAY					
CONC. ROLLED CURB	\$ 22.50	36.00	LF	\$810.00	\$810.00
CONC. DRIVEWAY APPROACH	\$ 2,297.00	1.00	EACH	\$2,297.00	\$2,297.00
CONC. SIDEWALK INCL. BASE	\$ 4.65	950.00	SF	\$4,417.50	\$4,417.50
SAW CUT	\$ 2.00	215.00	LF	\$430.00	\$430.00
2" ASPHALT OVER 4" BASE (DRIVEWAY & ROAD/TRENCH REPAIRS)	\$ 22.10	525.00	SY	\$11,602.50	\$11,602.50
<i>ROADWAY SUBTOTAL</i>					<i>\$19,557.00</i>
MISC.					
TRAFFIC CONTROL	\$ 2,200.00	1.00	LS	\$2,200.00	\$2,200.00

ORIGINAL SIGNED BY:
PATRICK M. FITZGERALD
ORIGINAL DATED:
1/27/20
ORIGINAL STORED AT:
CEDARS CIVIL
ENGINEERING, PLLC



Patrick M Fitzgerald, P.E.
Digitally signed by Patrick M Fitzgerald, P.E.
Date: 2020.01.28 16:02:46 -08'00'

TOTAL PROJECT COST **\$37,107.00**

BOND @ 150% \$55,660.50

**CITY COUNCIL
MEMORANDUM**

DATE: MARCH 17, 2020

FROM: HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR AND
CHELSEA NESBIT, COMMUNITY DEVELOPMENT SPECIALIST

RE: APPROVAL OF CONTRACT WITH UNITED WAY FOR KINDERGARTEN
BOOT CAMP AS PART OF THE 2019 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM

DECISION POINT: To approve the contract with United Way of North Idaho for \$44,000 for the Kindergarten Boot Camp as part of the 2019 CBDG Community Opportunity Grant program.

HISTORY: The City receives an annual allocation from the Housing and Urban Development Agency (HUD). With roughly half this funding, the City manages an annual Community Opportunity Grant accepting proposals for projects benefitting low to moderate income Coeur d'Alene residents and neighborhoods.

The City Council approved the grant awards at the February 18, 2020 meeting and directed staff to proceed with contract negotiations. This is the first of the contracts coming before City Council for the 2019 Community Opportunity Grants. This contract is time-sensitive because it falls in the "Public Service" category, which requires funding to be committed before the HUD 2020 PY begins. The Boot Camp will also be taking place this summer.

Based on the 2019 Annual Action Plan, \$196,520 was budgeted for the Community Opportunity Grants. The 2019 cycle of Community Opportunity Grants was available starting October 1, 2019. Of the total funding available, a maximum of \$44,000 could be allocated to public service type grants. The minimum grant request was specified at \$35,000 to reduce staffing time required to manage each awarded grant recipient.

The Volunteer Ad Hoc Grant Review team met on January 7, 2020 to review and rate the applications. The group recommended awarding \$44,000 to United Way of North Idaho for the 4-week Kindergarten Boot Camp, which falls under the "Public Service" category.

FINANCIAL: The public service maximum for the 2019 fund year can only be 15% of the annual allocation (\$49,000); therefore, the community grant allocation amount was capped at \$44,000, as a \$5,000 public service allocation was already allocated to the Lake City Center for the Meals on Wheels program. The proposed award to United Way of North Idaho is \$44,000.

PERFORMANCE ANALYSIS: Approving this contract will allow United Way of North Idaho to move forward with their project.

DECISION POINT/RECOMMENDATION: The Council should approve the contract with United Way of North Idaho for the Kindergarten Boot Camp as part of the 2019 CBDG Community Opportunity Grant program.

**AGREEMENT FOR CDBG GRANT FUNDS FOR
United Way of North Idaho**

CDBG PROGRAM YEAR: 2019.

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and UNITED WAY OF NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is 501 E. Lakeside Ave., Suite 3, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Keri Stark, Director of Community Impact. The key contact for the CITY is Hilary Anderson, the CITY'S COMMUNITY PLANNING DIRECTOR, until the CITY'S new CDBG Grant Administrator is hired.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-18-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$44,000 (Forty-four thousand dollars) to the Subrecipient for the Kindergarten Boot Camp program. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective LMC (low-moderate income clientele) under the Public Service category and the Activity Code 05L, Child Care Services 24 CFR 570.201(e) or 42 USC 5305(a)(8) and 24 CFR 570.482(c)(2), for services that will benefit children (generally under age 13), including parenting skills classes. The targeted clientele are low-moderate income families with pre-K children attending Coeur d'Alene schools.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on November 1, 2020. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$44,000 (Forty-four thousand dollars), referred to herein as the "grant funds." In the event activity costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient is responsible for providing the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. Subrecipient will immediately repay to the CITY any amount of the grant funds that the CITY determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is treated the same as the grant funds and is therefore subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which request shall be numbered and dated. The request shall at a minimum include the project name, name of the Subrecipient, and address to which payment is to be made, and detail the itemized costs by budget category. All requests shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

The request should be submitted to the CITY'S CDBG Grant Administrator at City of Coeur d'Alene, Attn: Planning Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, comprehensive general liability insurance, and automobile insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements.*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. At the close of the four (4) week of the program, the Subrecipient shall submit financial reports that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit program performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports (Attachment C) shall be submitted to the CITY'S CDBG Grant Administrator at City of Coeur d'Alene, Attn: Planning Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a semester basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such subcontract. These subcontracts shall contain, and be subject to, all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The parties acknowledge and agree that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement or any act, statement, or representation by either. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the CITY. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, and the Subrecipient has caused this Agreement to be executed this 17th day of March, 2020.

CITY of Coeur d’Alene

United Way of North Idaho

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor

By: _____
Mark Tucker, Executive Director

ATTEST:

By: _____
Renata McLeod, City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and UNITED WAY OF NORTH IDAHO

Scope of Services

Under the 2019 allocation of the Community Development Block Grant, UNITED WAY OF NORTH IDAHO will be providing a public service by providing Kindergarten Boot Camp to Coeur d'Alene LMI families. With this project, UNITED WAY OF NORTH IDAHO will provide a four-week, summertime program which helps prepare children for kindergarten in the fall.

Summary of the Project Activities

Research shows that nearly half of the children in Idaho entering kindergarten are unprepared to start school. The Kindergarten Boot Camp provides four- and five-year-old children with an inside look of what school will be like and teaches essential skills needed to be ready to enter kindergarten in the fall. The program focuses on cognitive, social, and emotional skills needed to be successful in school. Boot camp is a 4-week, 4 days per week, 8 hours per day summer camp that takes place the month immediately preceding the start of kindergarten. Children who are as young as 4 (presuming they will turn 5 before Aug. 31) and up to age 6 may attend. The program is specifically for incoming kindergarteners who have had no preschool experience. *Up to 48 children will be able to attend the Boot Camp with the grant amount.*

Benefits

The program will benefit approximately 48 children and their families; all of whom are determined to be of low-to-moderate income as evidenced by self-certification on registration paperwork. The schools at which they will be registering for kindergarten when they are identified for Kindergarten Boot Camp are Title 1 schools meaning we can confidently presume 50% or more are low-moderate income. The National Objective for this project is benefit to low-to-moderate income clientele.

Schedule

Upon execution of the Agreement between UNITED WAY OF NORTH IDAHO and the City of Coeur d'Alene, the Project shall commence and shall be complete by November 1, 2020. At the completion of the project, a final report is due on the number and age of beneficiaries served.

Attachment B

Project Budget

Grant Agreement between CITY of Coeur d’Alene and UNITED WAY OF NORTH IDAHO

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Kindergarten Boot Camp	\$44,000		\$44,000
Total	\$44,000		\$44,000

UNITED WAY OF NORTH IDAHO will submit a detailed, itemized invoice to the CITY’S CDBG Grant Administrator for review. The invoice shall be dated; it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY’S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

**It is anticipated the project costs will exceed these grant funds; The grant application noted a total project cost of \$57,463. UNITED WAY OF NORTH IDAHO shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$44,000 (Forty-four thousand dollars).

Attachment C

UNITED WAY OF NORTH IDAHO Reporting Requirements

The Subrecipient shall provide:

- 1) A recent annual agency audit. Please Attach.
- 2) Client data, collected by UNITED WAY OF NORTH IDAHO demonstrating 1) racial demographics of Coeur d'Alene City children served by the 4-week Kindergarten Boot Camp program, 2) the number of Coeur d'Alene children served by the program, 3) verification that Coeur d'Alene City families receiving aid are low-to-moderate income (LMI)—please provide status indicators and rationale, and 4) age of Coeur d'Alene City children served by the program. Please attach written statements or other supporting documentation: Attachment D.
- 3) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 4) UNITED WAY OF NORTH IDAHO will submit detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review at the end of the four-week program. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.
- 5) Completed demographic and income report for LMI children served during CDBG funded project: Attachment E.

Attachment D

UNITED WAY OF NORTH IDAHO Final Report

During the CITY'S CDBG funded timeline of UNITED WAY OF NORTH IDAHO's Kindergarten Boot Camp program:

- 1) Number of Coeur d'Alene City children served by the 4-week program:

- 2) Average age of Coeur d'Alene City children served by the 4-week program:

- 3) Racial demographics of Coeur d'Alene City children served by the 4-week program:

- 4) Rationale of how Coeur d'Alene City's children/families served by the 4-week program are determined to be low-to-moderate income (LMI):

- 5) Brief description of the program and its beneficiaries:

- 6) Brief description of program status at the time of the CITY'S CDBG funding:

- 7) UNITED WAY OF NORTH IDAHO Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E

Demographic & LMI Income Reporting Requirements

Please report for Coeur d'Alene City children served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD Income limits)	# Total
Very Low	
Low	
Moderate	

**GENERAL SERVICES / PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 9, 2020

FROM: Tim Martin Director of Streets & Engineering

RE: License Plate Recognition Software for Parking Enforcement, Sole Source Procurement

DECISION POINT: Should the City Council declare that Minuteman Security Technologies is the only vendor reasonably available to provide the Genetec License Plate Recognition system for use by the City’s parking enforcement contractor, Diamond Parking?

HISTORY: The City has sought to substantially increase efficiency and ease of use of its parking infrastructure for the benefit of the community and to better manage overall enforcement of the downtown parking system.

The City contracts with Diamond Parking for its parking enforcement and Diamond utilizes a Mobile Overtime LPR system manufactured by Genetec, Inc., in the other localities where the company uses such systems, including our own. Our primary vehicle today was purchased by Genetec and was sole sourced and approved by Council

Genetec’s system directly integrates into all of the existing infrastructure and software systems utilized by Diamond Parking and the two companies already have a direct relationship. Minuteman Security Technologies is the only source for the Genetec system reasonably available. For this reason, it is appropriate to sole-source procure this equipment and software for use by the City’s contractor to ensure the systems remain compatible.

Idaho Code § 67-2808 allows sole source expenditures if the governing board declares that there is only one vendor reasonably available for the property to be acquired. Staff contends that the proposed LPR system meets the criteria of I.C. § 67-2808 (2) (a) (ii): “Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.” Staff has determined that the compatibility of this LPR system is a “paramount consideration” for the efficient performance of parking enforcement by our contractor, Diamond Parking, which utilizes this system for its parking enforcement in other jurisdictions it works on behalf of as well as its own private parking lots.

The LPR system provides numerous benefits for management of the City’s parking system as well as motorists utilizing public parking. From the customer side, receipts will no longer be required at McEuen Park’s public parking lot, nor will anyone staying two hours or less even need to visit a Luke digital payment station. This will reduce lines at the stations and provide a better visitor experience overall. The system will also integrate into our existing call-to-park system, so those visitors familiar with it will never have to visit a Luke station again should they so choose, instead utilizing their phone to call or go online to pay after two hours of parking.

The system will “digitally chalk” tires to track vehicles and ensure motorists do move their vehicles away from a spot. Zones can be set within the system regarding how long a vehicle has been parked and what the specific rules might be for any area the City sets. A plate can be read by the device from 115-feet away and even if the parking enforcement vehicle is traveling up to 220 miles per hour (note: highly unlikely to ever occur).

Having this system in place will allow parking enforcement officers to more efficiently visit parking lots and the City’s downtown on-street parking, moving more quickly throughout the community to ensure parking rules are being followed.

The City is seeking a cloud-based system, which means there will be no necessary server equipment either at the City or at Diamond’s local office for this system and the information will be managed by Genetec on the City’s behalf. This provides additional cost savings.

FINANCIAL: Genetec’s system today costs \$37,871.67. Staff is also recommending, four-year extended warranty for full replacement coverage of \$16,380.00 for a total of \$54,251.67. This was not budgeted in the current financial plan, but can be funded from the parking budget.

DECISION POINT/RECOMMENDATION: The City Council should declare that there is only one vendor, Minuteman Security Technology, reasonably available for the Genetec Mobile Overtime LPR system with Managed Services as identified in the attached quote and authorize a sole source purchase for the system.

2nd Overtime System_R1
Prepared for
City of Coeur d'Alene

Name: Andrea Pierce (509) 747-8144

Prepared By: Mike O'Brien,
mobrien@minutemanst.com

Company: City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814

Quote Date: 12/11/2019

Quote No: 13130

Account No: 2,745

Quote Valid To: April 30, 2020

Payment Terms: Net 30

Scope Of Work

Minuteman to provide turnkey installation of a Mobile Overtime LPR system on a Go4 vehicle. The mobile vehicle will be added into the existing Managed Server. Additional training provided for new driver.

Quantity	Manufacturer	Part No.	Description	Price
Subtotal Header 1 - License to add car into Managed Server				
1	Genetec	GSC-Av-MS-1Patroller -1Y	GSC AutoVu Managed Service 1 Patroller Connection for one (1) year.	\$300.00
Subtotal Footer 1				\$300.00
Subtotal Header 2 - Vehicle Hardware/Software				
1	Genetec	AU-K-O2XS-850	AutoVu SharpX OVERTIME Dual Base Kit includes main processing unit, hard mount brackets, wiring, Navigator Kit, AutoVu Parking Kits - Inventory w/GPS,	\$24,950.00
1	Genetec	AU-M-OFFLINEMAP-N A	Mapping License including data for North America - Per vehicle license	\$425.00
1		LPR Computer	Panasonic Toughpad FZ-G1 - Fully Rugged, Win 10, Havis Vehicle Docking Station, Power Supply & Antenna	\$6,000.00
Subtotal Footer 2				\$31,375.00
Subtotal Header 3 - Minuteman Services				
	MST	Labor, Install	Installation, programming & commissioning Labor	\$4,320.00
	MST	Labor, Prog	Programming Labor-Tuneup on existing vehicle. Insure Patroller up to date, reconfigure and insure firmware is up to date	\$310.00
Subtotal Footer 3				\$4,630.00
1.00	MST	Shipping-IL	Shipping Charges from Canada to USA	\$126.67
Subtotal Header 4 - OPTIONS				
	MST	Labor, Remote Support	2-Vehicle Remote Support Labor 1YR	\$360.00
1	Genetec	AU-K-OXX-EWUP-1Y	AU-K-OXX- advanced swap warranty service upgrade from return and repair for first year of sale.	\$1,080.00

Quantity	Manufacturer	Part No.	Description	Price
1	Genetec	AU-K-OXX-EWAS-4Y	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - 4 Years additional coverage.	\$16,380.00
Subtotal Footer 4				\$17,820.00

Item Total: \$56,266.67
Your Price: \$54,251.67
Total: \$54,251.67

Notes:

Exclusions & Assumptions

Minuteman assumes the following will be provided and/or installed by others:

110VAC as needed.

Minuteman assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.

Customer Supplied Internet Connection:

A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.

Customer Supplied LAN Connection:

A network connection must be provided at each specified location. An IP address may also be required. Details will be provided.

Existing Devices

Freight:

Standard shipping charges, if applicable, will be included in the final invoice.

Payment Terms: [Net30]

Progress Payments Per AIA Form Will Be Submitted

Final Payment due upon completion of project

Accepted By: *(Please type or print except where otherwise indicated.)*

Firm Name: City of Coeur d'Alene

Authorized

Signature: _____

Printed

Name, Title: Steve Widmyer, Mayor

Date: _____

Attest:

Renata McLeod, City Clerk

Terms and Conditions:

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- e) Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

Indemnification:

Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

Minuteman Security Technologies, Inc Full One Year Limited Warranty:

What is Covered:

This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.

How Long Coverage Lasts:

This warranty runs for one year from the date your system was installed and accepted.

What is not covered:

This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.

What Minuteman Will Do:

Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.

How To Get Service:

Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.

How State Law Applies:

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**GENERAL SERVICES / PUBLIC WORKS
STAFF REPORT**

Date: March 9, 2020

From: Bill Greenwood, Parks & Recreation Director

SUBJECT: RENEWAL OF HANDSHAKE PRODUCTIONS AGREEMENT

(General Services Action Required)

DECISION POINT:

The Handshake Productions agreement is up for a three-year renewal. Recommendation is to renew the agreement.

HISTORY:

The Summer Concert Series sponsored by Handshake Productions is entering its 26th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

FINANCIAL ANALYSIS:

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

PERFORMANCE ANALYSIS:

Attached is the agreement for Handshake Productions. The agreement spells out the responsibilities and expectations for Handshake Productions and the city.

DECISION POINT:

Renew the agreement for three more years with the option for an additional three- year renewal provided everything runs smoothly with Handshake Productions responsibilities.

AGREEMENT

THIS AGREEMENT is made and dated this 17th day of March, 2020, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Handshake Productions, Inc.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake."

WITNESSETH:

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Bandshell (the "Bandshell") in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said Bandshell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2021, 2022, and 2023;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City agrees to sponsor the 2021, 2022, and 2023 Coeur d'Alene City Park Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Handshake shall comply with the requirements of Coeur d'Alene Municipal Code sections 5.75.050 and 5.75.060 with regard to Concessions.

2. Limits on City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for bandshell/loud speaker permits submitted by Handshake for the purpose of utilization of the Bandshell for the concert series on the dates set forth herein. However, applications for such permits shall be filed timely with

the City and no later than forty (40) days before a particular concert. Handshake understands and agrees that a bandshell permit and fee is necessary for each performance and the fee shall be paid to the City to recover costs the City incurs -to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.

A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.

B. No Charge: The parties further agree that no charge, fee, or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.

C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of Chapter 5.75.

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Saving Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.

7. Signs: The parties agree, to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to, the Sign Code (Chapter 15.24), that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.

- A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.
 - B. Publicity: The parties further agree that fliers are not permissible pursuant to Municipal Code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio, and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code, as it now exists and may hereinafter be amended.
8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
9. Performers: The parties agree that various provisions of the Municipal Code, including section 4.30.020(C) and Chapter 5.44, may become applicable as the number of individuals attending solely the Concert Series increases above the specified number of individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
10. Parking: Handshake Productions agrees to park in lawfully designated parking spaces. With the exception of three approved vehicles neither Handshake Productions or its agent(s) shall park vehicles adjacent to the concessions, booth, or entertainment areas for longer than 90 minutes; PROVIDED, this restriction shall not apply to food trucks operating for purposes of a concert. No accommodations will be made for performer parking.
11. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the Parks Department for approval no later than May 1, 2021, for the summer 2021 Concert Series, no later than May 1, 2022, for the 2022 summer Concert Series, and no later than May 1, 2023, for the 2023 Summer Concert Series, noting the amount of the donor's donation. The City acting through the Parks Department shall in its sole discretion approve or disapprove of the program donors.

12. Concert Schedule: The parties agree that there shall be up to eleven (11) concerts during the summers of 2021, 2022, and 2023, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Saving Time.

The dates of up to 11 concerts in 2021 shall be as follows: July 11, 18, and 25; August 8, 15, 22 and 29; and September 5, 12, 19, and 26.

The dates of up to 11 concerts in 2022 shall be as follows: July 3, 10, 17, 24, and 31; August 14, 21, and 28; and September 4, 11, and 18.

The dates of up to 11 concerts in 2023 shall be as follows: July 2, 9, 16, 23, and 30; and August 13, 20, and 27; and September 3, 10, and 17.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather, and shall include that information in its agreements with performers, to ensure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

13. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Thirty-Four Thousand and Forty-Five and No/100 Dollars (\$34,045.00) by May 1, 2021, for the 2021 Summer Concert Series, and May 1, 2022, for the 2022 Summer Concert Series, and May 1, 2023, for the 2023 Summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit "A."
- B. In the event donations for the concert series exceed the budgeted amount of Thirty-Four Thousand and Forty-Five and No/100 Dollars (\$34,045.00) set forth in Exhibit "A," the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers' contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d'Alene.
 - 1. Include in the contracts with the performers that they will not possess or use alcoholic beverages or illegal drugs in the City Park.

Further, Handshake will include in the performers' contracts that tobacco products will not be possessed or used by the performers on stage or in the park buildings.

2. Include in contracts with the performers a provision that the performers will perform in appropriate attire, including shirts, and excluding swim wear.
- D. Be at the Bandshell at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.
- E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth-running performance.
- F. Remain until the performers leave to ensure a speedy break down and departure.
- G. Take care of all publicity, press releases, bulletin/calendar announcements, and media advertising.
- H. Handshake shall coordinate its performance of this agreement with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene, including coordination of scheduled events.
- I. Handshake shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code § 6-924.
- J. Handshake further agrees that it will hold the City harmless and defend it from any and all causes of action, claims, and damages that arise, may arise, or are alleged to have arisen, as a result of Handshake's operation, maintenance, and use of the Bandshell and the concert series.
- K. Noise decibel levels must not exceed 65 decibels as per Ordinance #2416. Amplified events require staff monitoring. Staff monitoring also allows for gate access for set up and tear down.
14. The parties agree to the budget set forth in Exhibit "A" attached hereto and by this reference incorporated herein.
15. Renegotiation: Handshake may request in writing a three (3) year extension of this agreement by submitting to Lessor a written request for this extension after May 1, 2022, and prior to November 1, 2022. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the

City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City. If the three (3) year extension is approved, Handshake may, during the term of the extended agreement, request in writing another three (3) year extension by submitting to Lessor a written request for this extension after May 1, 2025, and prior to November 1, 2025. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City.

16. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to Handshake at the last address Handshake has left with the City, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5 (b).

17. Termination for Convenience of City: The site of the location is within the Urban Renewal District and in the downtown area of Coeur d'Alene. Development of the downtown area or the development of the City's downtown properties may require the City to cancel use of the Bandshell. The parties agree City may at any time after ten (10) day's written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Handshake Productions, Inc. has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

HANDSHAKE PRODUCTIONS, INC.

By: _____

Steve Widmyer, Mayor

By: _____

, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

, Secretary

Exhibit “A”

BUDGET FOR SUMMER CONCERT SERIES – 2021-2023

Fees are based on up to eleven (11) concerts each summer for 2021, 2022 and 2023 = \$34,045.00 each series.

\$ 12,925.00	BAND COSTS (Payment to the concert performers will be 1,175.00 per concert.)
\$ 13,750.00	PRODUCTION COSTS (Each concert will cost \$1,250.00 in production costs.)
\$ 2,750.00	FUNDRAISING (Each concert will cost \$250.00 for fundraising.)
\$ 1,650.00	BANDSHELL (Each concert will cost \$150.00 in fees for use of the bandshell.)
\$ 770.00	MONITORING (Each concert will cost \$70.00 in staff time to provide gate access and check decibel levels.)
\$ 2,200.00	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<u>\$ 34,045.00</u>	TOTAL

The Summer Concert Series will consist of up to eleven (11) concerts each summer for 2021, 2022 and 2023. The following is the budget for expenses per show:

<u>Item</u>	<u>Expense</u>
Band	\$ 1,175.00
Production	\$ 1,250.00
Fund Raising	\$ 250.00
Bandshell	\$ 150.00
Monitoring	\$ 70.00
Publicity	<u>\$ 200.00</u>
Total	\$ 3,095.00

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 9, 2020
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: **Request to accept bid for water meters.**

DECISION POINT:

Staff is requesting Council approval of the lowest responsive bid and award the contract to Badger Meter for purchase of new water meters.

HISTORY:

The Water Department started the Meter Change Out Program (MCOP) in 2005 due to significant undocumented water loss. Now the Water Department has annual MCOP that replaces all 19,000 meters in the city over a 10-year cycle due to the AWWA recommended annual replacement lifespan of an average residential water meter and radio read battery. Once a meter reaches 10 years, dependent on use and water quality, it can lose sufficient accuracy to affect revenue generation. With the 10-year battery life, the Orion radio read ceases to work, requiring replacement of the unit. The city changes an average of 2000 meters a year depending on the location. It is recommended that water meters be replaced or rebuilt once they reach above a 3% loss of efficiency which, as mentioned, is an average of 10 years.

FINANCIAL ANALYSIS:

As previously mentioned, we have about 2000 meters that have reached their life expectancy. Once an older meter has been removed, it will be tested and/or rebuilt to be re-installed the following year, if financially feasible to rebuild depending on the size and condition of the meter.

PERFORMANCE ANALYSIS:

The lowest responsive single bid was received from Badger Meter in the amount of \$403,674.00. This includes 1905 ¾" meters, 122 1" meters and 15 1.5" meters with Orion radio reads.

DECISION POINT/RECOMMENDATION:

Water Department Staff requests that Mayor and Council approve the lowest responsive bid and award to Badger Meter for purchase of new water meters.

Badger Meter
Box 88223
Milwaukee WI 53288-0223
(303) 339-9100 FAX (303) 649-1017

INVOICE DATE	INVOICE NUMBER
01/14/20	S1123060.003
ISSUING BRANCH: Badger Meter 7220 S Fraser St CENTENNIAL (ARAPAHOE) CO 80112 (303) 339-9100	PAGE NO: 1

BILL TO:
City of Coeur D Alene
3820 Ramsey Road
COEUR D ALENE, ID 83815-1614

SHIP TO:
City of Coeur D Alene
3820 Ramsey Road
COEUR D ALENE, ID 83815-1614

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
5559	12182019	\$JG-Y	Erik Twenge		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Josh Gold	BW BEST-WAY	Net Due 30 Days	01/14/20	12/18/19	
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc	
LF35 3/4 x 7 1/2" BRZ METER BODY ONLY, CI BTM, NSF-61 LEAD FREE .119	1,905	953	61.548	58655.24	
M35 HR-E LCD ENCODER, GAL, TWIST TIGHT CONNECTOR, 5', SSS .14209	1,905	953	50.175	47816.78	
HRE ME PIT ORION ASSY ONLY, W/ TWIST TIGHT, 8" WIRE .12449	1,905	953	79.277	75550.98	
64394-030 THRU LID MOUNTING KIT F/ PIT ORION .486	1,905	953	0.000	0.00	
***** *** SC-5349 ***					
Please remit to: Box 88223 Milwaukee, WI 53288-0223					

Subtotal	182023.00
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	182023.00

Invoice is due by 02/13/20.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge.

** Reprint ** Reprint ** Reprint **
EXHIBIT "E"

Badger Meter
Box 88223
Milwaukee WI 53288-0223
(303) 339-9100 FAX (303) 649-1017

INVOICE DATE	INVOICE NUMBER
01/15/20	S1123060.005
ISSUING BRANCH: Badger Meter 7220 S Fraser St CENTENNIAL (ARAPAHOE) CO 80112 (303) 339-9100	PAGE NO. 1

BILL TO:
 City of Coeur D Alene
 3820 Ramsey Road
 COEUR D ALENE, ID 83815-1614

SHIP TO:
 City of Coeur D Alene
 3820 Ramsey Road
 COEUR D ALENE, ID 83815-1614

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
5559	12182019	\$JG-Y	Erik Twenge		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Josh Gold	BW BEST-WAY	Net Due 30 Days	01/15/20	12/18/19	
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc	
LF120 1-1/2"x 13" BRZ METER BODY ONLY NSF-61 LEAD FREE, W/ TP, (ELL) .99	15	15	340.393	5105.90	
M120 1 1/2", HR-E LCD ENCODER, TWIST TIGHT CONNECT, GAL, SSS, 5' .15003	15	15	57.688	865.32	
HRE ME PIT ORION ASSY ONLY, W/ TWIST TIGHT, 8" WIRE .12449	15	15	84.919	1273.79	
64394-030 THRU LID MOUNTING KIT F/ PIT ORION .486	15	15	0.000	0.00	
***** *** SC-5349 ***					
Please remit to: Box 88223 Milwaukee, WI 53288-0223			Subtotal	7245.01	
			S&H CHGS	0.00	
			Sales Tax	0.00	
			Amount Due	7245.01	

Invoice is due by 02/14/20.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge.

** Reprint ** Reprint ** Reprint **
 EXHIBIT "E"

**GENERAL SERVICES/PUBLIC WORKS
COMMITTEE**

STAFF REPORT

Date: March 17, 2020
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Restroom Replacement *(Council Action Required)*

DECISION POINT:

Should Council declare that CXT Precast Products, Inc., is the only vendor reasonably available to provide a customizable precast restroom as a replacement for the "Bricks" City Park restroom?

HISTORY:

The bricks restroom at the north end of City park is antiquated and failing, with many maintenance issues as well as difficulty in finding replacement parts. This is brick and mortar structure; the foundation is settling enough to cause difficulty for doors to be opened and closed, making entrance to the faculty difficult by many of our park users.

FINANCIAL ANALYSIS:

We have \$350,000 budgeted for the project; the structure is \$263,900 delivered. We will use separate subcontractors for the following: the demo cost is \$8500, relocations and hookup on the utilities is \$21,650, the apron and sidewalk around the perimeter of the building is \$11,500.

PERFORMANCE ANALYSIS:

After investigation, it was found that CXT is the only precast company that can provide a customizable design to fit our needs for design and layout to include changing rooms. This new restroom will provide a nice addition to the park with much less maintenance costs. The new facility will create better ADA access, as well changing rooms for NIC women's softball (our partner for the Memorial Field Grandstand remodel).

Idaho Code § 67-2808(2), Sole Source Expenditures

(a) The governing board of a political subdivision may declare that there is only one (1) vendor if there is only one (1) vendor for the public works construction, services, or personal property to be acquired. For purposes of this subsection, only one (1) vendor shall refer to situations where there is only one (1) source reasonably available and shall include, but not be limited to, the following situations: (v) The purchase of public works construction, services, or personal property for which it is determined there is no functional equivalent;

* * *

or (viii) Where competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances.

DECISION POINT / RECOMMENDATION:

Council should declare that there is only one vendor reasonably available, CXT Precast Products, Inc., to provide a customizable precast restroom as replacement for the "Bricks" City Park restroom.



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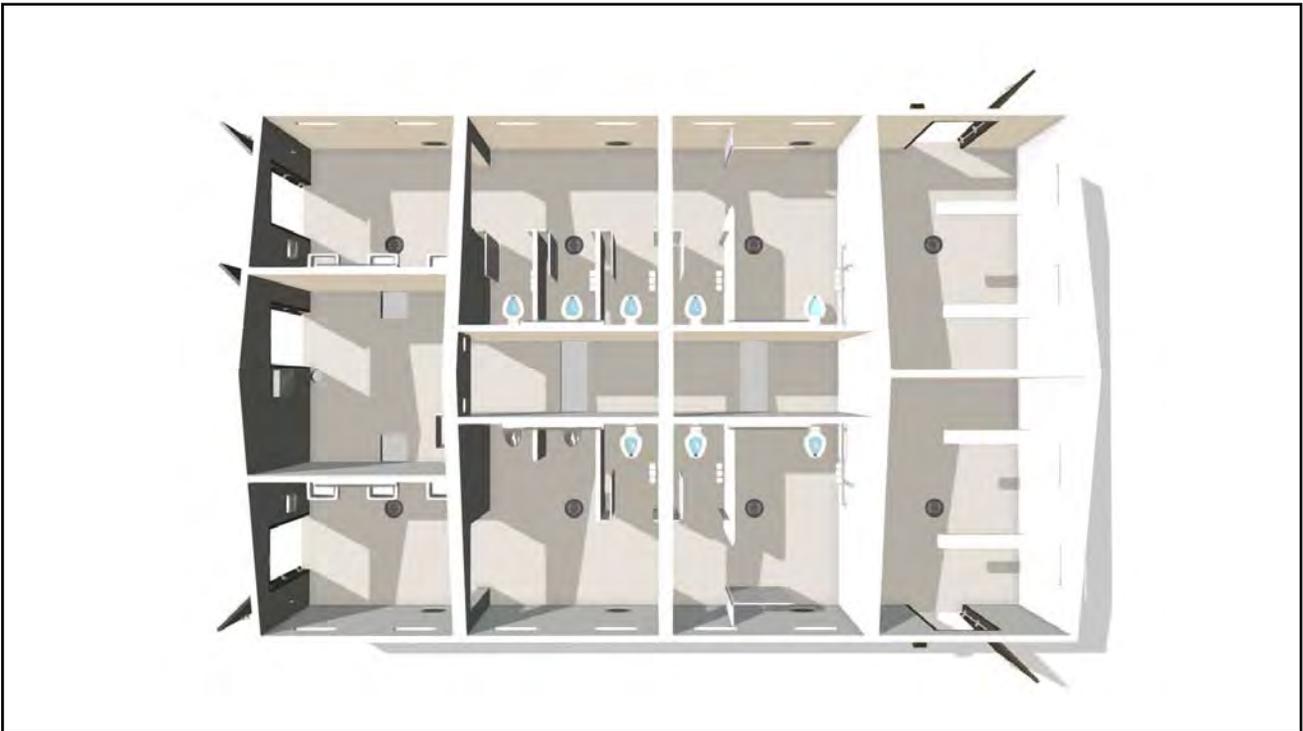
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RESOLUTION NO. 20-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE SOLE SOURCE PROCUREMENT OF A PRECAST CUSTOMIZABLE RESTROOM STRUCTURE FROM CXT PRECAST PRODUCTS, INC., AND AUTHORIZING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT REQUIRED BY IDAO CODE § 67-2808(2).

WHEREAS, Idaho Code § 67-2808(2) authorizes the City Council of the City of Coeur d'Alene to authorize sole source procurements where there is only one vendor or source for an item reasonably available;

WHEREAS, the "Bricks" City park restroom at the north end of the City park is antiquated and failing, with many maintenance issues as well as difficulty in finding replacement parts; and

WHEREAS, staff solicited proposals from three precast companies pursuant to Idaho Code § 67-2806A; and

WHEREAS, CXT Precast Products, Inc., provided the only proposal and the proposal met the City's required design, customization, and layout requirements, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, CXT Precast Products, Inc., meets the requirements for a sole source procurement as it is the only vendor of precast customizable restroom structures reasonably available.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Coeur d'Alene, Idaho, that CXT Precast Products, Inc., is the only vendor reasonably available to purchase a precast customizable restroom structure.

BE IT FURTHER RESOLVED that the City Clerk is authorized to publish the notice of a sole source procurement as required by I.C. § 67-2808(2).

DATED this 17th day of March, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



Custom building where you can match units to meet your needs. Units include restroom, shower, concession, storage and combo configurations. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

Santiago

Sections:

Restroom \$55,355 Qty: 3 = \$ 166,065	Shower* \$72,465 Qty: = \$ 0
Family Assist Restroom \$55,355 Qty: = \$ 0	Concession \$60,675 Qty: = \$ 0
Family Assist Shower* \$65,490 Qty: = \$ 0	Storage \$51,465 Qty: 1 = \$ 51,465
Total Sections \$217,530.00	

*Includes hot water tank.

Added Cost Options:

		Price Per Unit	
Final Connection to Utilities		\$ 2,370.00	<input type="checkbox"/> 0.00
Optional Wall Texture -choose one	<input type="radio"/> Split Face Block (\$2,370) <input type="radio"/> Struck Trowel (\$2,370) <input checked="" type="radio"/> Stone (\$3,150)	Reset Wall Texture	12,600.00
Optional Roof Texture -choose one	<input type="checkbox"/> Delta Rib	\$ 975.00	0.00
Porch/Wing Wall		\$ 51,465.00	<input type="checkbox"/> 0.00
Two-Tone Color Scheme		\$ 265.00	<input checked="" type="checkbox"/> 265.00
Stainless Steel Plumbing Fixtures- Water Closet (each)	Qty:	\$ 900.00	0.00
Stainless Steel Plumbing Fixtures- Urinal (each)	Qty:	\$ 945.00	0.00
Stainless Steel Plumbing Fixtures- Sink (each)	Qty:	\$ 560.00	0.00
Electric Hand Dryer (each)	Qty: 2	\$ 625.00	1,250.00
Electronic Flush Valves- Water Closet (each)	Qty: 8	\$ 710.00	5,680.00
Electronic Flush Valves- Urinal (each)	Qty: 2	\$ 750.00	1,500.00
Electronic Flush Valves- Sink (each)	Qty: 6	\$ 610.00	3,660.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 3,600.00	<input checked="" type="checkbox"/> 3,600.00
4-gallon Electric Water Heater		\$ 350.00	<input type="checkbox"/>
Skylight in Restroom (each)	Qty:	\$ 450.00	0.00
Marine Grade Skylight in Restroom (each)	Qty:	\$ 1,525.00	0.00
Marine Package for Extra Corrosion Resistance		\$ 3,415.00	<input type="checkbox"/>
Fiberglass Entry and Chase Doors and Frames	Qty:	\$ 1,425.00	0.00
Tile Floor in Restroom		\$ 2,625.00	<input type="checkbox"/>
Defense Shield - Anti-Graffiti Coating		\$ 2,995.00	<input checked="" type="checkbox"/> (- 5,990.00) less
Timed Electric Lock System (does not include chase door)	Qty:	\$ 1,915.00	0.00
Exterior Frostproof Hose Bib with Box		\$ 410.00	<input checked="" type="checkbox"/> 410.00
Paper Towel Dispenser (each)	Qty:	\$ 180.00	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 80.00	0.00
Sanitary Napkin Disposal (each)	Qty:	\$ 55.00	0.00
Baby Changing Station (each)	Qty:	\$ 450.00	0.00
CXT Wastebasket (each)	Qty:	\$ 130.00	0.00
Paint Touch up Kit - Single Color		\$ 60.00	<input type="checkbox"/>
Paint Touch up Kit - Two Tone Color		\$ 65.00	<input checked="" type="checkbox"/> 65.00
Total Cost of Selected Accessories from Accessories Price List:		\$	35,020.00
Estimated One-Way Transportation Costs to Site (quote):		\$	16,411.00
Custom Options: Bottle Filler, mop sink in chase		\$	929.00
Total Cost per Unit Placed at Job Site: <small>(excludes all taxes)</small>		\$	269,890.00

Estimated monthly payment on 5 year lease \$5,424.79

Disclaimer: Please call to confirm selected sections are compatible.

\$268,900.-

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

OPTIONS

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Amber Rose | <input type="checkbox"/> Liberty Tan | <input type="checkbox"/> Berry Mauve | <input type="checkbox"/> Sage Green |
| <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Buckskin | <input type="checkbox"/> Rosewood |
| <input type="checkbox"/> Sun Bronze | <input type="checkbox"/> Golden Beige | <input type="checkbox"/> Mocha Carmel | <input type="checkbox"/> Malibu Taupe |
| <input type="checkbox"/> Sand Beige | <input type="checkbox"/> Natural Honey | <input type="checkbox"/> Salsa Red | <input type="checkbox"/> Java Brown |
| <input type="checkbox"/> Pueblo Gold | <input type="checkbox"/> Cappuccino Cream | <input type="checkbox"/> W Coca Milk | <input type="checkbox"/> Raven Black |
| <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Georgia Brick | <input type="checkbox"/> Western Wheat | <input type="checkbox"/> Nuss Brown |
| <input type="checkbox"/> Rich Earth | <input type="checkbox"/> Charcoal Grey | <input type="checkbox"/> R Hunter Green | <input type="checkbox"/> Evergreen |

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

- Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

- Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> T Barnwood | <input type="checkbox"/> Horizontal Lap | <input type="checkbox"/> B Napa Valley Rock | } Can only be used as bottom texture. |
| <input type="checkbox"/> Split Face Block | <input type="checkbox"/> Board & Batt | <input type="checkbox"/> River Rock | |
| <input type="checkbox"/> Stucco/Skip Trowel | <input type="checkbox"/> Brick | <input type="checkbox"/> Field Stone | |

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

- Non-locking ADA Handle Pull Handle/Push Plate
 Privacy ADA Latch Pull Handle/Push Plate w/Slide Lock

Deadbolt Options:

- CXT Supplied Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

- Men Women Unisex

Paper Holder Options:

- 2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:



Concrete Buildings

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216

4. WARRANTY PROVISIONS: CXT provides a warranty against structural defects in material or workmanship for a period of twenty (20) years on all concrete components (does not include non-structural cracking). The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on



Contract # 030117-CXT

a project-by- project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENTTERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 3808 N. Sullivan Road, Building 7, Spokane, WA 99216 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

Date: March 17, 2020
From: Chris Bosley, City Engineer
SUBJECT: Ground Disturbance Permit

DECISION POINT:

Staff is requesting City Council to adopt a Ground Disturbance Permit program.

HISTORY:

Currently, the City does not have a permit specifically for ground disturbing activities. Permits for site development (which may include asphalt paving, underground utilities, etc.) or building construction cover ground disturbing activities, but not all ground disturbing activities require those permits. In the past, ground disturbing activities have been identified by inspectors, reported by concerned members of the public, or gone largely unnoticed. By implementing a permit for these activities, City inspectors will be aware of proposed ground disturbing activities so they may ensure best management practices are used to reduce erosion and sediment issues. Enforcement of sediment and erosion control violations is required by our Municipal Separate Storm Sewer System (MS4) permit for stormwater discharge into the lake and river. Currently, the EPA governs over MS4 permits, but the Idaho Department of Environmental Quality (IDEQ) will be accepting that responsibility this year.

FINANCIAL ANALYSIS:

A negligible cost is associated with receiving permit applications, issuing permits, and inspecting construction sites. At this time, permits would be issued at no charge. A nominal fee will be requested for this permit with the next fee updates.

PERFORMANCE ANALYSIS:

By initiating a Ground Disturbance Permit program, City inspectors will be aware of ground disturbing activities so they may ensure best management practices are used to reduce erosion and sediment issues.

DECISION POINT/ RECOMMENDATION

Staff is requesting City Council to adopt a Ground Disturbance Permit program.



CITY OF COEUR D'ALENE Ground Disturbance Permit Application

For ground disturbing activities without site development OR prior to a site development permit



Know what's below.
Call before you dig.

Project Name: _____ Site Address: _____

Legal Description: Lot ____ Block ____ Subdivision _____ OR Serial Number/AIN _____

Owner: _____ Contact Person: _____ Phone: _____

Address: _____ Email: _____

City State Zip

Contractor: _____ Contact Person: _____ Phone: _____

Address: _____ Email: _____

City State Zip

Idaho State Contractor Registration No.: _____ Expiration Date: _____

Activity

- Grading
- Utility Trenching
- Swale Construction
- Foundation Excavation
- Tree Removal
- Hillside Development (15%+ Slope)
- Other: _____

Plan Checklist

- North Arrow
- Scale
- Date of Plan Development
- Existing & Proposed Contours
- Existing & Proposed Site Improvements
- Location/Size of Existing Vegetation
- Distance to shoreline (if applicable)
- Indication of Vegetation Preservation/Removal Items
- Stockpile Area
- Existing Structures
- Sediment & Erosion Control Measures (Silt Fence, Stabilized Construction Entrance, Inlet Protection, Etc.)
- Hillside Features, if applicable (Slope, Significant Trees, Disturbed Area, Footprint of Home/Driveway)

Description of Work:

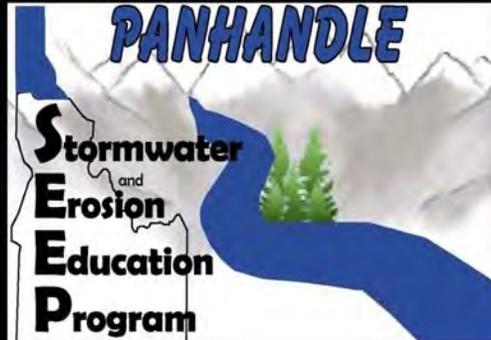
Provide one (1) paper copy and one (1) CD of all applicable site plans, specifications, soils investigation reports, stormwater, grading, and sediment and erosion control plans.

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction of work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I hereby certify I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Owner/Authorized Agent _____ Date: _____

STAFF TO COMPLETE: Submittal Date: _____ Time: _____ Receipt Number: _____ Fee Amount: _____ \$0 _____ Accepted By: _____



Coeur d'Alene City Council
March 17, 2020
Jamie Brunner
Panhandle SEEP Steering Committee

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1

What's Our Goal?

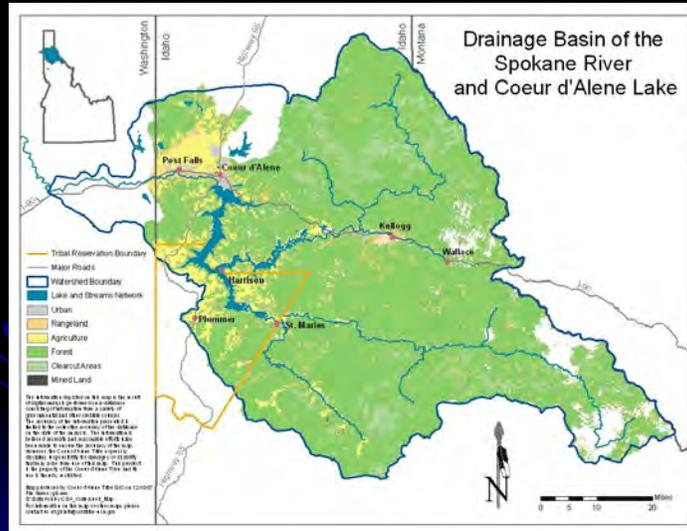
CLEAN WATER
by reducing
stormwater pollution



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2

Watersheds



3

Construction Activity Impacts

- Increase erosion and sedimentation
- Increase soil compaction and runoff
- Contribute pollutants to waterways



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4

Impacts of Sedimentation

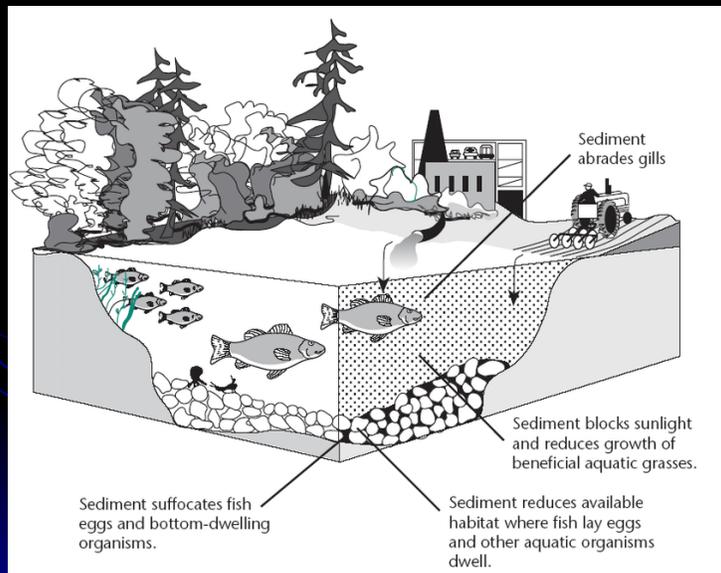
- Fills culverts and stormdrain systems
- Decreases storage in lakes and reservoirs
- Harms fish and habitat
- Impairs water quality



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5

Impacts of Sedimentation



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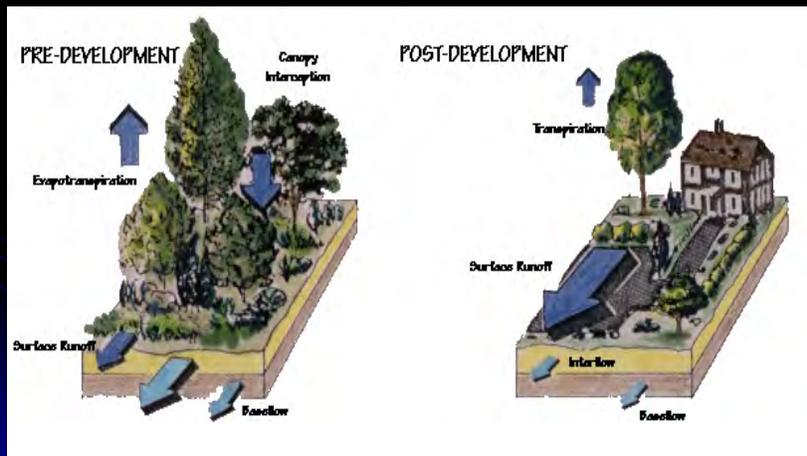
Urbanization



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7

Urbanization Changes in Water Patterns



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8

Common Pollutants from Construction Sites:

- Concrete materials
- Fuel, oil and lubricants
- Paints and solvents
- Detergents
- Fertilizer and pesticides
- Trash
- Plaster and mason work by-products
- Hazardous chemicals, acids, limes, glues
- Portable restrooms

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Nutrient Loading

- Phosphorus and nitrogen
- Naturally occurring but human accelerated
- Sources include
 - Stormwater runoff
 - Erosion
 - Sedimentation
 - Human and animal waste
 - Fertilizers

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10

Effects of Excess Nutrients

- Increase aquatic plant growth
- Harmful algae blooms
- Low dissolved oxygen levels and fish stress



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11

What is SEEP?

- Educational Program
 - Erosion, Sedimentation, and Stormwater
 - Best Management Practices (BMPs) to Manage
 - Forum to Exchange Ideas and Experiences
 - Certification is Optional (some jurisdictions require SEEP certification or equivalent)
 - Over 300 certified since 2007
- BASIC SEEP
 - 1st Day: morning classroom; afternoon field site
 - 2nd Day: morning classroom; afternoon exam
- Level II SEEP/Recertification
 - Morning classroom
 - Afternoon: self-guided field tour & classroom discussion
- CESCL

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Thank you!



PanhandleSEEP.org

Jamie.brunner@deg.idaho.gov
208-666-4623

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13

ORDINANCE NO. _____
COUNCIL BILL NO. 20-1003

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 15.40, GROUND DISTURBANCE, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Streets & Engineering Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Chapter be adopted;

NOW, THEREFORE,

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

SECTION 1. *That a new Chapter 15.40, Ground Disturbance, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 15.40
GROUND DISTURBANCE**

15.40.010: INTENT:

The intent of this Chapter is to reduce the discharge of sediment and potential pollutants from properties to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act by requiring City approval of a plan for erosion and sediment control when a qualifying ground disturbing activity is proposed, and by requiring that all persons proposing to conduct a qualifying ground disturbing activity obtain a Ground Disturbance Permit from the City as provided in this Chapter.

15.40.020: DEFINITION; EXCEPTION:

- A. The term “qualifying ground disturbing activity” shall include:
1. Any activity that has the potential to cause soil or sediment to leave the site;
 2. Any action that results in the movement of soil, a change in soil cover, or a change in the existing topography, including clearing a site of trees and/or stumps, in an area that is one acre or larger;
 3. The addition or replacement of a combined 2,000 square feet or more of impervious surface, including pavement;

4. The creation of a stockpile of soils, aggregates, etc., greater than five hundred (500) cubic yards in volume or one (1) acre in area;
 5. Any modification of the soil in-place (e.g. soil remediation, soil stabilization, etc.);
 6. The grading of any soil covered by water;
 7. The disturbance of soil within one hundred fifty feet (150') of the ordinary high-water mark of any lake, river, or stream;
 8. Ground disturbance in riparian corridors, wetlands, wetland buffers, and shoreline buffers;
 9. Ground disturbance in steep slope areas, flood-prone areas, and fish and wildlife habitat conservation areas; or
 10. Any commercial and industrial development.
- B. Notwithstanding the provisions of paragraph A above, this Chapter shall not apply to emergency grading activities necessary to protect lives or property.

15.40.030: GROUND DISTURBANCE PERMIT:

- A. No qualifying ground disturbing activity may be commenced until a permit is issued.
- B. An application for a Ground Disturbance Permit shall be submitted to the City Engineer on a form provided by the Streets & Engineering Department for all projects involving qualifying ground disturbing activities. The following information shall be required in the application:
1. Name, address, and telephone number of the owner of the property;
 2. Name, address, and telephone number of the applicant, if different from the owner of the property;
 3. If the owner of the property and applicant are different, written consent of the owner of the property for the proposed activity;
 4. Name, address, and telephone number of the contractor performing the work, if different from the owner of the property;
 5. Legal description of the property including the parcel number and, if available, street address;
 6. A description of the work proposed to be done, including an estimate of the amount of soil to be moved, removed, and/or added;

7. A site plan, drawn to scale, including property boundaries, north arrow, adjacent roads and storm drains, location of the proposed work, and distances to property lines and prominent features of the property; and

8. An erosion and sediment control plan, signed and stamped by an engineer or landscape architect licensed in the state of Idaho, which shall contain the following:

a. a thorough description of the facility construction, the grading and filling of the site, clearing vegetation from the site, resulting slopes, runoff potential, soil depth, erosion potential, and natural drainage;

b. contours at two foot (2') intervals for slopes up to fifteen percent (15%) and five foot (5') intervals for slopes over fifteen percent (15%), showing the topography of the ground to be graded, filled, or cleared, and the topography of the ground within fifteen feet (15') of the site, before and after the proposed site work. Spot elevations must be provided at high and low points, grade breaks, and inlets to drainage control structures;

c. elevations, proposed grading, dimensions, and location of proposed construction, including calculated quantities of soil to be moved;

d. the type and location of all temporary and permanent runoff control methods, including those to be used during construction to prevent the discharge of degraded runoff water into surface water;

e. slope stabilization methods to be employed, identifying the location, design and specifications for slope stabilization that will be utilized during and after construction of the project;

f. revegetation/remediation strategy, specifying the methods to be used following completion of the project; and

g. a copy of the notice of intent (NOI), as required by the EPA, for projects greater than one (1) acre in size, or less than one (1) acre which is part of a larger project totaling more than one (1) acre, and having the potential for runoff discharge to the surface waters of the United States.

C. All applications must be accompanied by the fee adopted by Resolution of the City Council.

D. Upon receipt of a complete application, the City Engineer or designee shall perform a site inspection and shall approve the application if the erosion and sediment control plan is sufficient to prevent soil and sediment from leaving the site. The City Engineer shall base his/her decision on best management practices (BMP), City ordinances and policies, and sound engineering principles.

E. A copy of the permit, together with the approved erosion and sediment control plan, must be available for review by City officials at the site whenever work is being conducted.

F. The City Engineer may waive the requirement for an erosion and sediment control plan for minor improvements which present minimal risk of soil or sediment leaving the site. Such waiver must be in writing and is subject to withdrawal if work changes or if the information on which the waiver was based is determined to be incorrect.

G. The applicant and owner shall be responsible for the design and construction of revised erosion and sediment control if the approved plan fails. The applicant and/or owner shall immediately notify the City Engineer of any alteration in the plan.

15.40.040: ENFORCEMENT:

A. If qualifying ground disturbing activities are conducted without a required permit, the City Engineer may:

1. Issue a stop work order;
2. Issue a civil citation, in an amount set by Resolution of the City Council;
3. If an applicant or owner has been issued a previous citation for violation of this Chapter, issue a misdemeanor citation;
4. Seek injunctive relief;
5. Pursue a legal action for damages; or
6. Pursue any or all other legal remedies.

B. If an applicant or owner violates a stop work order issued for a violation of this Chapter, he/she shall be issued a misdemeanor citation.

C. Every day work is conducted without a permit shall constitute a separate violation.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or

unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 4. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on March 17, 2020.

APPROVED, ADOPTED and SIGNED this 17th day of March, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Adding Chapter 15.40 to the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 15.40, GROUND DISTURBANCE, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Adding Chapter 15.40, Ground Disturbance, to the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of March, 2020.

Randall R. Adams, Chief Civil Deputy City Attorney

**CITY COUNCIL
STAFF REPORT**

DATE: MARCH 17, 2020
FROM: HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR
RE: MIDTOWN PILOT PARKING PROGRAM 1-YEAR REVIEW

DECISION POINT:

Should City Council hear the update and direct staff to continue the pilot program until improvements are made to the Midtown public parking lots, or provide other direction to staff.

HISTORY:

The City Council adopted a one-year pilot program for resident-only parking in Midtown at the April 2, 2019 meeting. The Resolution established certain permitted residential parking only areas on E. Montana Avenue east of the alley between N. 4th and N. 5th Streets on both sides of the street, E. Reid Avenue between N. 4th and N. 5th Streets on the south side of the street east of the Midtown Lofts, and E. Roosevelt Avenue between N. 3rd and N. 4th Streets west of the alley on the south side of the street.

Signage was installed within one week of the program being implemented and vehicle hang tags were distributed beginning April 9. The Midtown Resident-Only Permit Parking Pilot Program is set to expire twelve (12) months from the date the Resolution was approved, unless ended earlier by action of the City Council. As part of the Resolution, it was required that 66% of the residential use property owners on a given block within the designated parking program boundaries for the block were required to participate before that block would be signed or hang tags distributed. All three blocks had 66% or greater participation. Six homes are participating in the program. The fee for residents within the pilot program boundaries to participate was established at \$30 for two hang tags.

Staff has received feedback from some of the residents during the pilot program. The initial feedback was that signage could be improved and that there was no change from before the program went into effect. The Streets & Engineering Department installed additional signage and added orange flags to provide additional visual cues to drivers that the area was a permit-only parking zone. Staff has since received positive feedback from two of the participants in the program. Staff also received some feedback from organizations and businesses that there may be an increase in vehicles parking in their private parking lots that were not their members or patrons since the program went into effect.

A survey was recently conducted to determine the effectiveness of the program from the perspective of Midtown residents (including permit holders), businesses, organizations, institutions, patrons and visitors. The survey was launched on January 31, 2020. Emails were sent to Midtown permit holders, stakeholders, and businesses with a link to the survey. Additionally, the survey information and link were shared on Facebook. As of March 9, 2020, thirty-nine (39) people had participated in the survey. The survey included thirty questions and took respondents on average five minutes to complete since not all questions applied to every respondent.

The following overview was provided at the top of the survey,

“The 12-month Resident-Only Permit Parking Pilot Program for Midtown went into effect on April 2, 2019. It established certain permitted "resident parking only" areas on portions of Montana Avenue, Reid Avenue and Roosevelt Avenue within the Midtown core. Seven (7) households are participating in the program. This survey is intended to gather information about the performance of the program from Midtown residents, businesses, institutions, organizations, patrons, and visitors. The first three questions should be answered by everyone, and these are followed by questions which should be answered by specific groups. (as noted at the beginning of each question). The last question also should be answered by everyone. Please only respond to the questions that apply to you.

Your response to this survey will help guide future policy making by the Coeur d'Alene City Council. Thank you for participating!”

PURPOSE:

The purpose of this presentation is a one-year review and update from staff, and to seek direction from Council for if and how the pilot program should continue.

FINANCIAL ANALYSIS:

The pilot program implemented the same fees as the Fort Grounds Resident-Only Permit Parking, which is \$30 per year per vehicle. Fort Grounds’ residents are provided with two free visitor passes (hang tags) along with their parking sticker. Due to the limited on-street parking within the Midtown pilot program area, participants of the program were given two hang tags for \$30. Six households are participating in the program, which equates to \$180 in revenue for the program. Hang tags were made in-house.

Since the program went into effect in April of 2019, countless hours of staff time have been spent on the program. This includes time spent by the Police Department’s Code Enforcement officers and patrol officers in fielding calls and complaints, writing up reports, and responding to incidents, time spent by the Deputy City Clerk in issuing the permits and responding to questions about the program, time spent by the Streets & Engineering staff making and installing signage/flags in the designated parking areas, and meeting with residents in Midtown, and time spent by the Planning Department and Administration hearing complaints and responding to inquiries. The Performance Analysis portion of this staff report includes stats from the Police Department on their time spent on the program.

The Resident-Only Parking Permit Pilot Program was initially evaluated under a few scenarios for enforcement. Diamond Parking was not an effective option since they do not patrol after 5pm and the Midtown area has activity day and night. Northern Security was contacted about enforcement in January 2019 since they provide enforcement to the City’s parks and have ticketing authority.

The estimated cost of contracting with Northern Security to do patrols ranged from \$3,150 - \$3,465 per month to \$37,800 - \$41,580 annually based on a \$21/hour cost for the driver and marked car. They charge the same amount for days, nights, weekends, and holidays. The owner suggested 30 minutes of patrol time each time they drive through the area. Based on that figure (\$10.50/half hour), the cost estimates were based on 10 patrols (11am-9pm) and 11 patrols (11am-10pm) per day with 30-minute patrol shifts to come up with a monthly and annual cost estimate.

It was determined that contracting with Northern Security for such a small area would not be cost effective as it would result in a net loss even with the cost of parking permits and violations. It was therefore determined that enforcement and ticketing would be done by the City's Police Department. While this was determined to be a cost savings over contracting for the service, the enforcement of parking violations by the Police Department was to be prioritized based on calls for service and public safety needs.

PERFORMANCE ANALYSIS:

As described in detail below, the pilot program has had only moderate success and survey responses indicate mixed opinions about its effectiveness. This conclusion is based on talking to a number of parties throughout the year and the survey results. Some believe it has improved the situation and others feel it is the same or worse than before the program was implemented. Other changes that have taken place in the corridor since the program was implemented are the installation of two rectangular rapid flashing beacons (RRFBs) on 4th Street to improve the safety of pedestrians crossing 4th Street to access the public parking lots on the west side of the street and businesses on both sides of the street. In 2019, the City purchased a property on 3rd Street south of the existing public parking lot for a future expansion of the public parking area. The Trinity Lutheran Church is also now allowing public parking on their lot with a pay by phone option through Diamond Parking. The ignite cda board awarded the Midtown Ventures LLC group the opportunity to develop a mixed-use project on the Midtown property. The Midtown Ventures LLC group has submitted several concepts with a presentation to ignite cda on February 19, 2020. The latest concept is included in the presentation.

Public Parking

The two public parking lots in Midtown are performing relatively well and routinely have available parking, even though they have not been improved. Planned improvements to the public parking lots related to lighting, repaving and striping have been on hold until the design of the Midtown Ventures project was refined to evaluate how the project may affect and further improve the parking situation in Midtown. The City has commitments from ignite cda to pay for new light fixtures for the public parking lots. The Streets & Engineering Department also has bids for price reasonableness to demolish the home on 3rd Street on the property the City purchased in 2019 to expand the parking lot on 3rd Street.

In the recent survey, 56% of survey respondents said they park in the public lots either sometimes or most of the time. Survey respondents indicated the location as the reason they park in the public lots and as the reason they don't park in the lots. The other reasons were varied. Additional survey results are summarized below under Midtown Parking Survey Results. See questions 26 and 27 in the presentation for responses related to the public parking lots.

There are a few additional updates since the pilot program went into effect. The City's GIS Parking Map for the Downtown area has been updated to show the two public parking lots in Midtown, and Trinity Lutheran Church is working with Diamond Parking and has added signage to allow public parking with a pay by phone function on their lots across from the church on 5th Street and Reid Avenue.

Additional Public Parking signage that is backlit and visible at night (similar to the backlit P signs at the Coeur d'Alene Avenue Parking Structure) will be installed at the 3rd and 4th Street Parking Lot entrances. The City's Streets & Engineering Department is currently looking for suitable signage for these locations. Staff will also add off-site Public Parking signage south of Jeremiah

Johnson on 4th Street south of Montana Avenue directly drivers to the parking lot on the west side of 4th Street.

Midtown Development Project

Midtown Ventures LLC provided an update to the ignite cda board on their updated project concept on February 19, 2020. Their latest concept (see presentation exhibits) reduces the building height from four stories to three stories and reduces the number of apartments from 36 to 25. The current proposal would include sixteen (16) 1-bedroom apartments, eight studio apartments, and a one-bedroom ground floor unit with ANSI A accessibility, approximately 4,950 square feet of commercial (reduced from a previous proposal for 6,000 square feet) which could include common restrooms, and approximately 5,200 square feet of green space. The total number of parking spaces required for the project with the allowable 20% shared parking reduction is 33. They are providing two parking lots – one with 20 parking spaces and the other with 33 parking spaces. The new design also locates parking on the southern end of the property near a new green space and additional parking behind the project off of the alley.

Midtown Parking Survey Results:

As of March 9, 2020, 39 individuals had participated in the survey, including: 17 residents; four business owners/managers; one member of a Midtown business, institution and/or organization; 13 patrons of Midtown businesses or visitors; and four “other” (representing both residents and patrons of Midtown, downtown residents, nearby residents, and family lives in Midtown).

Most of the survey responses are included in the presentation. All survey responses are available for review, and the detailed responses to the open-ended questions 6 and 30 are included as attachments. The following information summarizes key information and feedback on the effectiveness of the program. Thirty (30) of the respondents were aware of the Resident-Only Permit Parking Pilot Program in Midtown. Forty-one percent (41%) of respondents said the program has been working poorly as compared to twenty-nine percent (29%) who said it has been excellent. Five people said the program was fair and another five people said there was no change from before. It should be noted that the majority of the residents who responded to the survey are not participating in the pilot program. The Midtown residents were equally split on how the program has impacted their ability to find on-street parking near their homes – eight people said it has improved, eight people said it was the same, and five people said it was worse than before.

Midtown Businesses/Institutions/Organizations responded that the parking situation was either worse (78%) or had not changed (22%) since the pilot program has been in effect. Sixty percent (60%) said that the program has caused issues and complaints from employees and patrons/members and another twenty percent (20%) said it had not and another twenty percent (20%) said they were unsure.

Of the Midtown Patrons and Visitors surveyed, forty-three percent (43%) said the program has made it worse to find finding parking near their destinations while thirty-nine (39%) said it was about the same; four percent (4%) said it was better and thirteen percent (13%) said they were unsure. On the question about being cited for parking within the designated parking zones, thirteen percent (13%) said they had been cited and eighty-eight percent (88%) said they had not been cited. This equates to three individuals having been cited and 21 not having been cited.

The Midtown patrons, visitors, businesses, institutions and organizations were overwhelming aware of the public parking lots in Midtown with ninety-six (96%) of respondents answering yes and only four percent (4%), which equates to one person, answering no. Most of the respondents in these two categories said they either park in the Midtown parking lots sometimes (36%) or most of the time (20%), with another twenty percent (20%) responding that they rarely use the public parking lots and another twenty-four (24%) saying they never use the parking lots. There were mixed responses about why people do or don't use the Midtown public parking lots (see questions 26 and 27).

There was a question about challenges with delivery trucks because of the pilot program. The results are inconclusive with almost equal numbers saying that yes it has caused challenges and no it hasn't caused challenges, and the majority responding that they were unsure.

The question regarding how often program participants had to call the Police Department to report violations was answered with twenty percent (20%) of participants calling the Police every day; ten percent (10%) calling a few times a week; ten percent (10%) calling about once a week; ten percent (10%) calling a few times a month; ten percent (10%) calling less than once a month; and forty percent (40%) never calling. Seventy percent (70%) of participants said they were aware of the staff time required for the Police Department to respond to calls and complaints related to the pilot program, while thirty percent (30%) said they were not aware of Police Department staff time related to the program.

When asked if the pilot program should be continued, modified or terminated, the responses were equally split between continue as a pilot program to further examine its effectiveness (32%) and terminate the program (32%) with another twenty-seven percent (27%) asking for the program to be permanently put into place and sixteen percent (16%) to expand the program to include additional streets or blocks. Sixty percent (60%) of program participants said they would renew permits if the program was extended while thirty percent (30%) said no, and ten percent (10%) said maybe.

Police Enforcement

The Police Department has provided a summary of activity for the 300-500 blocks of Montana, Reid and Roosevelt for Council consideration. A memo from Chief Lee White is included as an attachment to this staff report. In 2019, the Police Department received a total of 541 parking problem calls for the entire city. Of the total calls, 220 calls were on one of the blocks in the pilot program in Midtown and 147 of those were parking problem calls. Of the 147 calls, 142 were from one individual and 73 of the calls were mostly follow-up calls where the complainant wanted to know how the Police Department had resolved a particular parking complaint. In summary, one block represents about 40% of the total parking-related calls for the entire city. It takes at least 15 minutes for individuals who respond to parking problem calls to process a single complaint. Additionally, there were official calls for service that did not go through the dispatch center also related to parking complaints in this area.

Chief White is concerned with the amount of staff time and resources on the pilot program, which should have experienced a reduction in the parking-related calls than before the program went into effect. As Chief White states, "The program, as it sits today, represents a significant amount of time and diversion of resources to a single issue... In summary, parking issues on a single block represents not only a large drain on our resources, but also lost opportunity costs wherein our officers could be performing other duties more commonly associated with crime reduction and public safety."

Staff Recommendation

As described above, there are mixed opinions on the effectiveness of the pilot program. While staff believes the resident-only permit parking should not become permanent or continue long-term as a pilot program in Midtown, we do think there is value in extending the program until the public parking lots are improved. This would provide additional parking relief for the pilot program participants until the public parking lots are improved, which is anticipated later in 2020.

Staff is recommending an extension of the pilot program until the public parking lots are improved. At the time the pilot program expires, staff would replace the signs on the affected blocks with new signage that indicates the area is congested and directing drivers to the public parking lots. See possible language below.



Adopting the Resolution would extend the pilot program until the public parking lots are improved with the option to end the program prior to that time by action of the City Council, which was language included in the original Resolution.

DECISION POINT/RECOMMENDATION:

The City Council should direct staff to continue the pilot program until improvements are made to the Midtown public parking lots through adoption of the Resolution or/or provide other direction to staff regarding the program.

The City Council may also direct staff to make changes to the proposed signage plan for the pilot program areas and public parking lots.

Attachments:

- Midtown Parking Survey Results to Questions 6 and 30
- Memo from Police Chief White: Stats for the Midtown Parking Pilot Program 1/9/20



Coeur d'Alene Police

Protect and Serve with Excellence

Chief Lee R. White

3818 SCHREIBER WAY
COEUR D'ALENE, ID 83815
(208) 769-2321 – FAX (208) 769-2307

MEMORANDUM

TO: Troy Tymesen, City Administrator
Hilary Anderson, City Planner

FROM: Lee White, Police Chief

DATE: January 9, 2020

SUBJECT: Mid-town parking pilot program

As you are aware, Council approved a permit-based parking program that affects nine homes between Third and Fifth streets on Montana, Roosevelt, and Reid on February 19, 2019. Since that time, the Police Department has responded to numerous parking complaints, mostly on Montana. The program, as it sits today, represents a significant amount of time and diversion of resources to a single issue. The purpose of this memo is to provide an update with regards to our activity in this area since we are coming up on the one-year mark of this pilot program.

Our data regarding this issue is as follows:

- In 2019, the Police Department received a total of 541 “parking problem” calls for the entire City.
- We received a total of 220 calls for service in the 400 block of E Montana.
 - 147 of the 220 were “parking problem” calls.
 - 142 of those were made by a single person.
 - 73 calls from this area consisted mostly of follow-up calls where the complainant wanted to know how PD had resolved a particular parking complaint.

In addition to those official calls for service, PD members report numerous other calls that did not go through the dispatch center regarding parking complaints in this area.

The members who regularly respond to parking problem calls in this area report that the amount of time they spend on a single parking complaint, from receiving the call to responding and closing it, average at least 15 minutes.

In summary, parking issues on a single block represents not only a large drain on our resources, but also lost opportunity costs wherein our officers could be performing other duties more commonly associated with crime reduction and public safety.

Please let me know if you would like any additional information regarding this pilot program.

Q6 MIDTOWN RESIDENTS: Does the on-street parking in your neighborhood cause any problems for you (or interfere with the use of your property)? If yes, please explain.

Answered: 13 Skipped: 26

#	RESPONSES	DATE
1	No, never has. People parking on the streets is part of it. If you don't like it, move. I personally think this residential parking pass is a waste of time, money, and resources.	2/7/2020 8:36 PM
2	No I have a resident parking permit. We still have people parking where we have signs but not often and if I see them parking there I just politely tell them it's resident parking only and usually it's not a problem	2/7/2020 8:35 AM
3	Yes. With the implementation of this program and making the church and Yates parking lot paid, 5th street between Montana and Reid has become a free parking lot. We live on 5th street and can no longer park in front of our house on may days. We do not have off street parking so this has become quite a burden, particularly when it snows. The street does not get plowed because it is full of non resident vehicles. I believe that until the city extends the resident -only parking from Reid up Montana, forcing people to park in the paid lot or the free lot on 4th and Montana, the situation will continue to deteriorate for the residents in that area.	2/5/2020 11:31 AM
4	yes it often blocks access to my property	2/5/2020 8:11 AM
5	Yes now more people park in our lot that is for Capone's customers only even more.	2/4/2020 12:57 PM
6	No	2/1/2020 5:41 PM
7	Yes, I can't park on the street any more because I don't have a permit	2/1/2020 4:46 PM
8	We occasionally have a vehicle partially blocking our driveway entrance.	2/1/2020 4:02 PM
9	no	2/1/2020 10:17 AM
10	Prior to the program being instituted there was typically no parking available on Montana Ave. for my visiting family and/or guests, noise levels from employee/patron parking was extremely high, vehicles were routinely left parked for extended periods of time (e.g., overnight, 8+ hours at a time, etc.). Since the parking permit only program has been put into place, the quality of living on Montana Ave. has greatly improved.	2/1/2020 10:00 AM
11	Being that midtown has a lack of adequate available parking it's quite often Without the permit program there would be nowhere to park in front of my house and we would require me walking more than a normal distance home in this neighborhood	1/31/2020 7:43 PM
12	Not since signs were placed.	1/31/2020 6:14 PM
13	You started this program for an angry woman who has no car pushing parking further out into residential. It is a stupid idea.	1/31/2020 5:12 PM

Q30 EVERYONE: Is there anything we should have asked? Please feel free to provide additional feedback on the Pilot Program.

Answered: 19 Skipped: 20

Midtown Parking Survey 2020

#	RESPONSES	DATE
1	Via Supreme Court ruling in the Citizens United case, corporations are given the same right as private citizens. Any corporation therefore has a right to the parking pass program. You're opening a can of worms and a headache you don't want. I've already had discussions with my lawyer about this very topic. If you do not terminate this program, I personally will be going to every business in town to sign them up for the corporate parking pass. Think about this would effect downtown. Kill the program or prepare for a storm	2/7/2020 8:36 PM
2	The only thing I would say about the survey is need to leave space on some of the yes and no questions for a response sometimes it's not just a yes or no answer. Thank you for having the survey	2/7/2020 8:35 AM
3	Please see my above comment. Chip Dalvini 822 N 5th St cdalvini@gmail.com	2/5/2020 11:31 AM
4	Please extend this program to the Coeur d alene Ave area. Lakeside and DT workers overtake all the parking spots.	2/5/2020 10:01 AM
5	It is ridiculous. The police have better things to do with their time than deal with a few random people who are just complainers. Businesses have been in this area for over 50 years.	2/4/2020 12:57 PM
6	I live on N. 2d St. and walk my dog along 4th, Montana, etc. daily. From my observations, the signs work very well. I have rarely seen a vehicle parked in a restricted zone that did not have a parking permit displayed on the dashboard or hanging from the rear view mirror. Excessive complaints by one resident should not obscure or outweigh the substantial benefits of the program to other residents on Montana, Reid and Roosevelt, and to the area as a whole.	2/4/2020 7:34 AM
7	It's a joke that I pay taxes on streets I can't use!	2/3/2020 8:42 PM
8	The permit program has helped - in the past, it was nearly impossible to park in front of our house. There are occasional issues with people who don't read the signs and park anyway, but the parking situation is improved immensely.	2/3/2020 9:30 AM
9	As a neighbor to this district, I'm very happy to see City efforts to help direct the best possible parking situation for both residents and businesses. Thanks for your work!	2/3/2020 6:37 AM
10	Can you tell us why it was implemented, I have never found a problem with the parking	2/1/2020 4:46 PM
11	How many of business owners and employees use 3rd/4th free parking lots? All the time, most of the time, some, never. Owners and employees why do you not use public free lots? Business owner/employees do you park in front of your business or other businesses or residents?	2/1/2020 1:18 PM
12	For several years prior to the program being instituted there was typically no parking available in front of my home on Montana Avenue for my visiting family and/or guests, noise levels from employee/patron parking was extremely high, vehicles were routinely left parked for extended periods of time (e.g., overnight, 8+ hours at a time, etc.). Since the parking permit only program was put into place on East Montana Avenue the quality of living on East Montana Avenue has almost been restored to when I purchased my home. Noise levels have been radically reduced (there are no longer vehicles being parked in front of my home with their music turned up loud enough to vibrate my home, continued honking of vehicles rarely happen, etc.). My family and friends can park in front of my home when visiting (like they did several years back--whether this be to pick me up and/or visit in my home). There have been only a handful of times that I have seen violators parking directly in front of my home and have only felt compelled to notify the CDA Police Department on a few occasions (my records indicate that I have contacted the CDA Police Department on approximately 4 occasions related to parking violations inside the permit only area). There has been a slight increase of parking on North 5th Street, north of East Montana Avenue (my home is located on the northwest corner of North 5th Street and East Montana Avenue) and I anticipated this would happen. The individuals who park on North 5th Street have not caused the disruptions as those who parked on East Montana Avenue and, so far, have been respectful to the neighborhood. Overall the quality of living on East Montana Avenue has greatly. I believe the Midtown Residential Parking Permit Program has been very successful.	2/1/2020 10:00 AM
13	Should not have to pay to park. We already paid a lot in taxes and other things. Plus you spelled lit wrong twice.	1/31/2020 11:31 PM
14	I believe it's in the best interest of both the neighborhood and the Midtown to keep in place the permit parking, however I do not believe the police should respond to calls or enforce Citations	1/31/2020 7:43 PM

Midtown Parking Survey 2020

onnon-authorized vehicles. Basically it keeps the majority of traffic parking in midtown parking lots and not in the neighborhoods.

15	<p>The parking study had several suggestions - ONLY ONE (the resident parking signs) has been accomplished at this time. Suggested also in the parking study (to work in tandem with the signs) - are that improved signage be added to the public parking lots NOT DONE. That enhanced lighting be added for the parking lot(s) and alley NOT DONE. Additional parking spaces have not been added. NOT DONE Also not done, as suggested in the parking study is a loading zone for trucks. Further, brochures to guide patrons to public lot - again.... all these things that were suggested to work with res parking signage - NOT DONE. How can the program be judged with 90% of the items necessary to complete the "funneling" of visitors/trucks to proper locations be judged at this time? This is not fair to judge the program at this time. If CDAPD lack of manpower is the problem - then address that issue - Don't throw the whole program under the bus because someone dropped the ball on the majority of suggestions to make it work. The signs are doing their job 75% of the time. They are not the problem. We will only face increased challenges when the new 4 story apartments/retail is complete. To not throw out a program, that in all likelihood - you will never have a chance to implement again!</p>	1/31/2020 6:14 PM
16	<p>What do handicapped people park downtown!!! There is no handicapped spots on Sherman avenue or side streets! I have lived here for 38 years and now I cannot go downtown because of the parking! This is NOT acceptable! Please respond to this issue immediately and post a response! Thanks</p>	1/31/2020 5:39 PM
17	<p>Why should I pay taxes for streets that I can't use? I don't agree with the Fort Sherman parking either....I PAY TAXES ON STREETS I CANT USE!!!!</p>	1/31/2020 5:18 PM
18	<p>Kill the parking permit before it grows... it is not needed. I live and work in midtown. You are catering two a few people who will never be happy and do not support businesses or neighborhood aesthetics. Horrible people!</p>	1/31/2020 5:12 PM
19	<p>have parking for larger vehicles. there are too many compact parking. also need better signage.</p>	1/31/2020 4:58 PM

Midtown Parking Pilot Program

1-Year Review & Update to City Council



March 17, 2020



1

* Purpose

This is a one-year review of the Pilot Program.

Staff is seeking direction from Council on the Midtown Resident-Only Parking Permit Pilot Program for if and how it should continue.

2

* Pilot Program History

- * The City Council adopted a one-year pilot program for resident-only parking in Midtown at the April 2, 2019 meeting
- * Certain permitted residential parking only areas established by Resolution
- * The program required 66% participation on each block
- * Signage installed and vehicle tags distributed beginning April 9, 2019
- * Six homes are participating in the program

3

* Boundaries

- * E. Montana Avenue east of the alley between N. 4th and N. 5th Streets on both sides of the street
- * E. Roosevelt Avenue between N. 3rd and N. 4th Streets west of the alley on the south side of the street
- * E. Reid Avenue between N. 4th and N. 5th Streets on the south side of the street east of the Midtown Lofts



4

* Financial Analysis

5

Enforcement:

- * City Police Department



Ruled Out:

- * Diamond Parking (daytime only)
- * Northern Security (cost prohibitive)

* \$30/household for 2 hang tags

6

* Performance Analysis

7

- * Public lots are performing relatively well
- * ignite cda has agreed to pay for new lights
- * Streets & Engineering has bids for demolition
- * Improvements are a priority - scheduled for 2020
- * City's GIS Map includes Midtown Lots
- * Trinity Lutheran has option for public parking

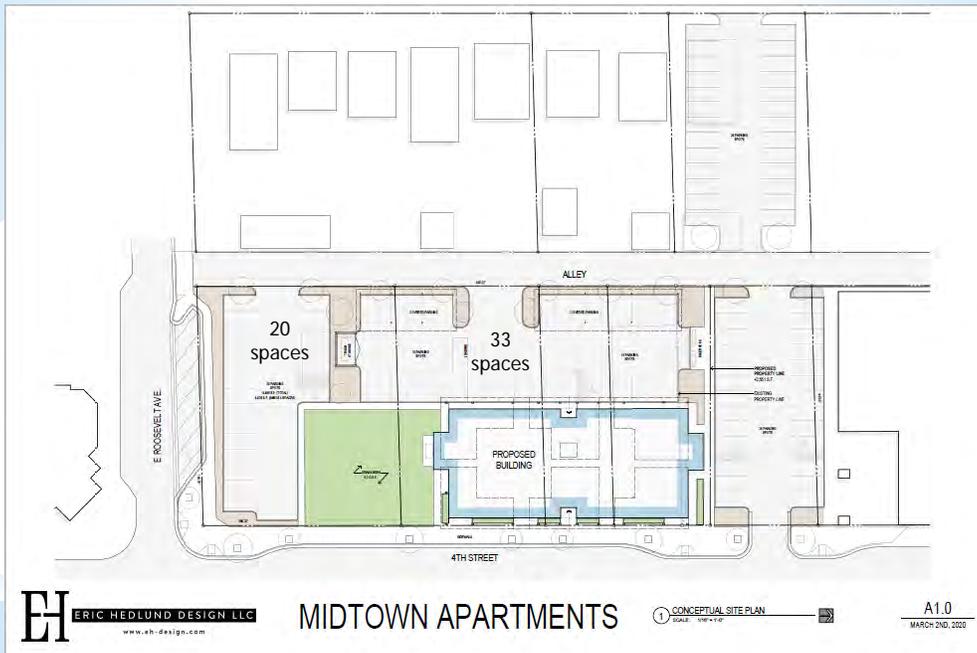
* Public Parking

8

- * Midtown Ventures LLC was selected by ignite cda
- * Latest design concept presented on February 19
- * 25 apartment units
- * 4,950 sf of commercial
- * 33 parking spaces required (53 provided)
- * 5,200 square feet of green space

* Midtown Development

9



10



11



12

Midtown Parking Survey 2020

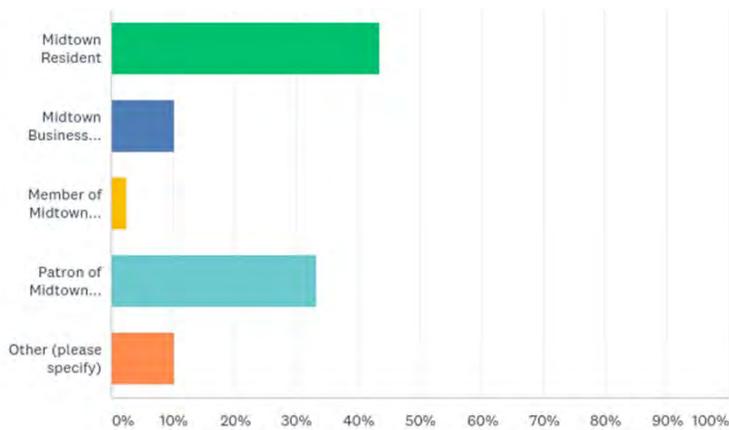
Wednesday, February 12, 2020

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13

Q1: EVERYONE: What is your connection to the Midtown District?

Answered: 39 Skipped: 0

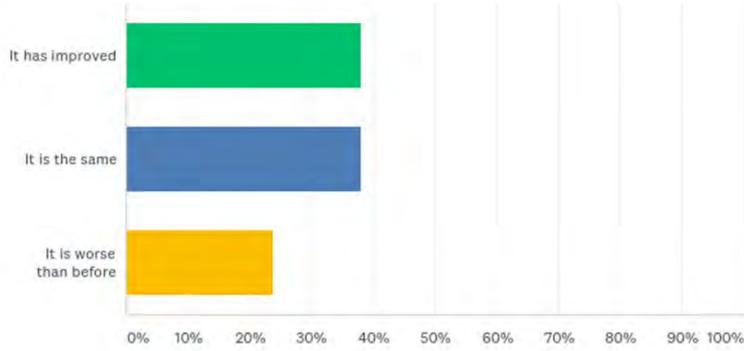


Powered by  SurveyMonkey

14

Q5: MIDTOWN RESIDENTS: How has the pilot program impacted your ability to find on-street parking near your home?

Answered: 21 Skipped: 18

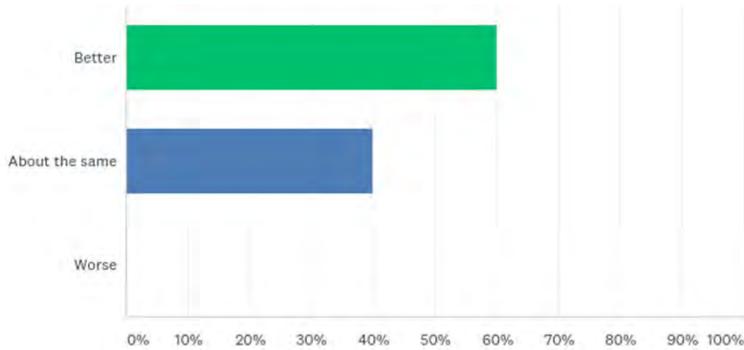


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15

Q13: MIDTOWN RESIDENTS WHO ARE PROGRAM PARTICIPANTS: Has the program changed the parking situation in front of your home?

Answered: 10 Skipped: 29

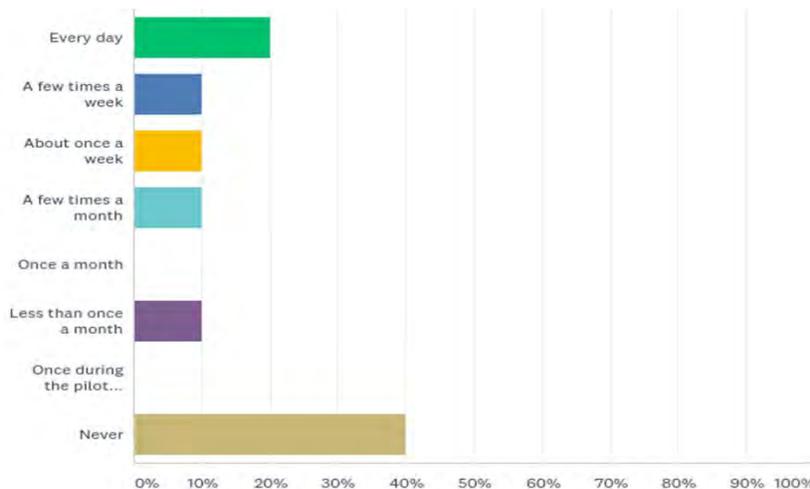


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16

Q9: MIDTOWN RESIDENTS WHO ARE PROGRAM PARTICIPANTS: How often have you had to report violations to the Police Department?

Answered: 10 Skipped: 29

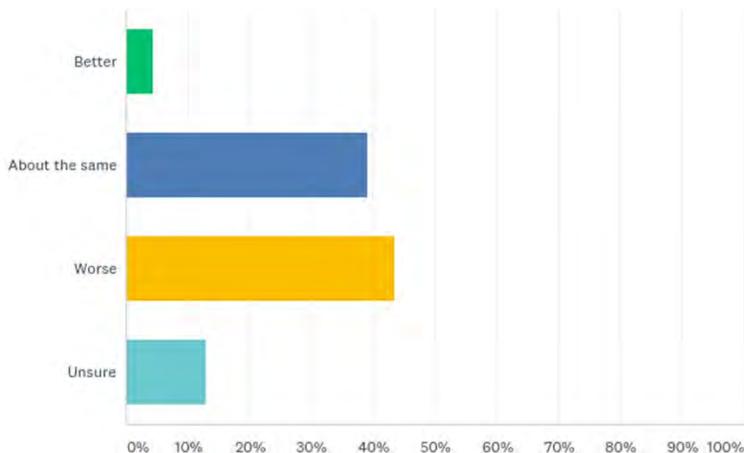


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17

Q21: MIDTOWN PATRONS/VISITORS: How has the program impacted your ability to find parking near your destination?

Answered: 23 Skipped: 16

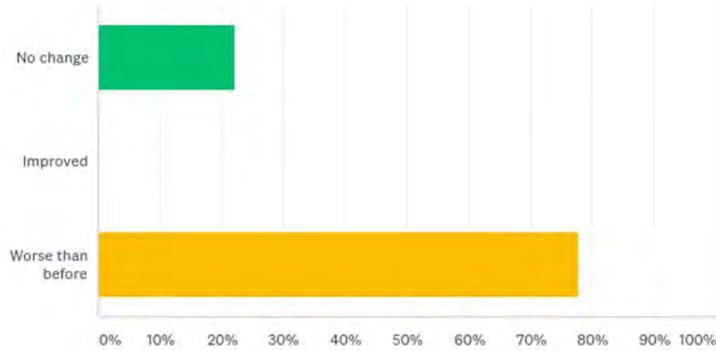


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18

Q16: MIDTOWN BUSINESSES/INSTITUTIONS/ORGANIZATIONS: How has the pilot program impacted your patrons'/members' ability to find parking?

Answered: 9 Skipped: 30

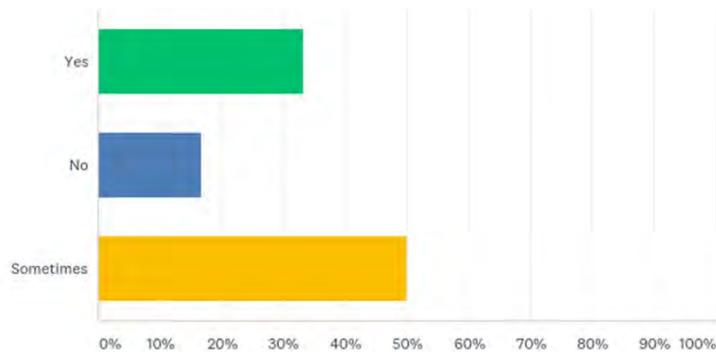


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19

Q17: MIDTOWN BUSINESSES/INSTITUTIONS/ORGANIZATIONS: Are you able to easily find parking within walking distance of your destination?

Answered: 12 Skipped: 27

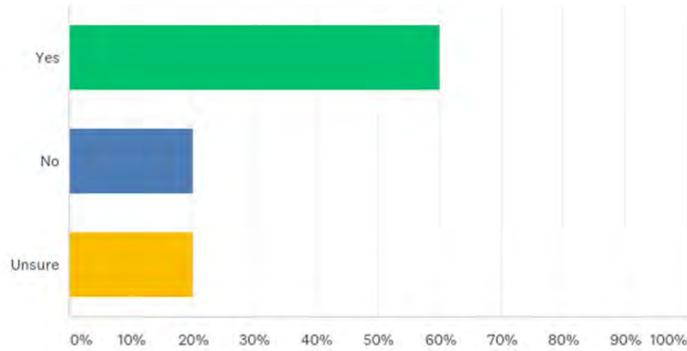


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20

Q18: MIDTOWN BUSINESSES/INSTITUTIONS/ORGANIZATIONS: Has the program caused issues and complaints from your employees and patrons/members?

Answered: 10 Skipped: 29

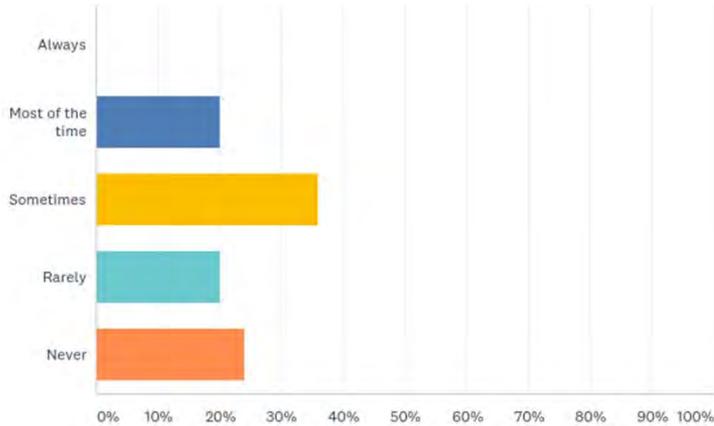


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21

Q25: MIDTOWN PATRONS/VISITORS and BUSINESSES/INSTITUTIONS/ORGANIZATIONS: How often do you use the public parking lots on 3rd and 4th streets?

Answered: 25 Skipped: 14



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22

**Q26: MIDTOWN PATRONS/VISITORS and
BUSINESSES/INSTITUTIONS/ORGANIZATIONS: Tell us why you DO use
the public parking lots.**

Answered: 20 Skipped: 19

ANSWER CHOICES	RESPONSES	
The parking lots are convenient	45.00%	9
The parking lots are well let	0.00%	0
The parking lots are well signed	5.00%	1
All of the above	15.00%	3
Other	35.00%	7
TOTAL		20

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23

**Q27: MIDTOWN PATRONS/VISITORS and
BUSINESSES/INSTITUTIONS/ORGANIZATIONS: Tell us why you DO NOT
use the public parking lots.**

Answered: 19 Skipped: 20

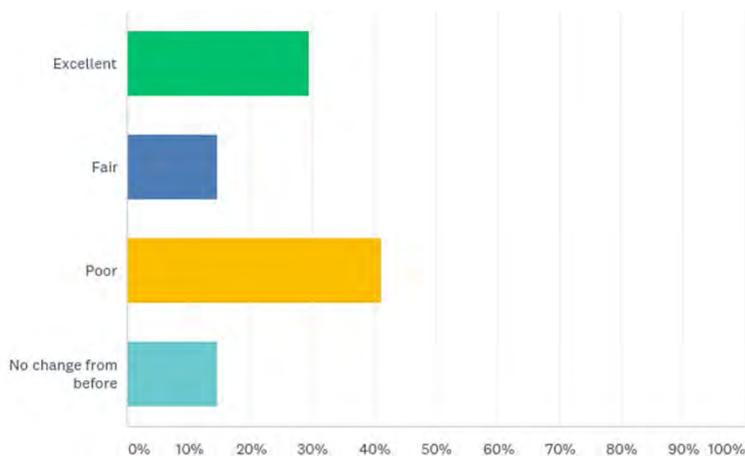
ANSWER CHOICES	RESPONSES	
The parking lots are not convenient	26.32%	5
The parking lots are not well let	5.26%	1
The parking lots are not well signed	15.79%	3
The parking lots are full	15.79%	3
All of the above	15.79%	3
Other	21.05%	4
TOTAL		19

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24

Q3: EVERYONE: If you are aware of the program, how well do you feel it has been working?

Answered: 34 Skipped: 5

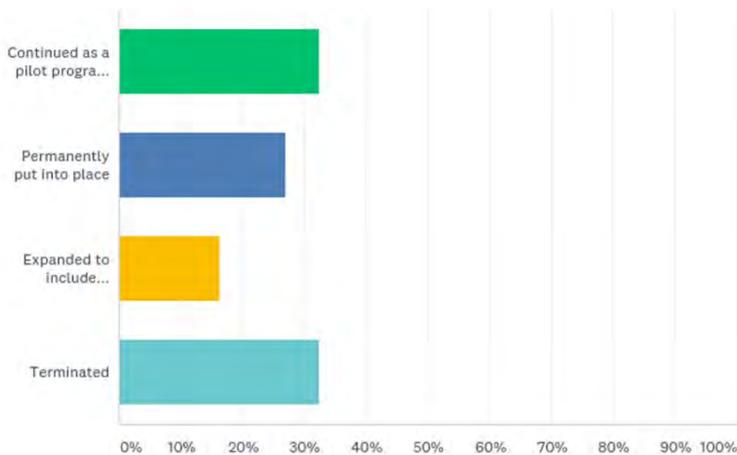


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25

Q29: EVERYONE: What is your opinion about the Resident-Only Permit Parking Pilot Program and if it should be continued, modified or terminated?

Answered: 37 Skipped: 2



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26

*** Police Enforcement,
Chief Lee White**

27

2019 Stats:

- * 541 total calls for parking problems in entire city
- * 220 calls for parking problems from one Midtown block
- * 142 calls from one individual
- * 73 calls were follow-up calls

*** 40% of total parking-related
calls for entire city**

28

* Staff Recommendation:

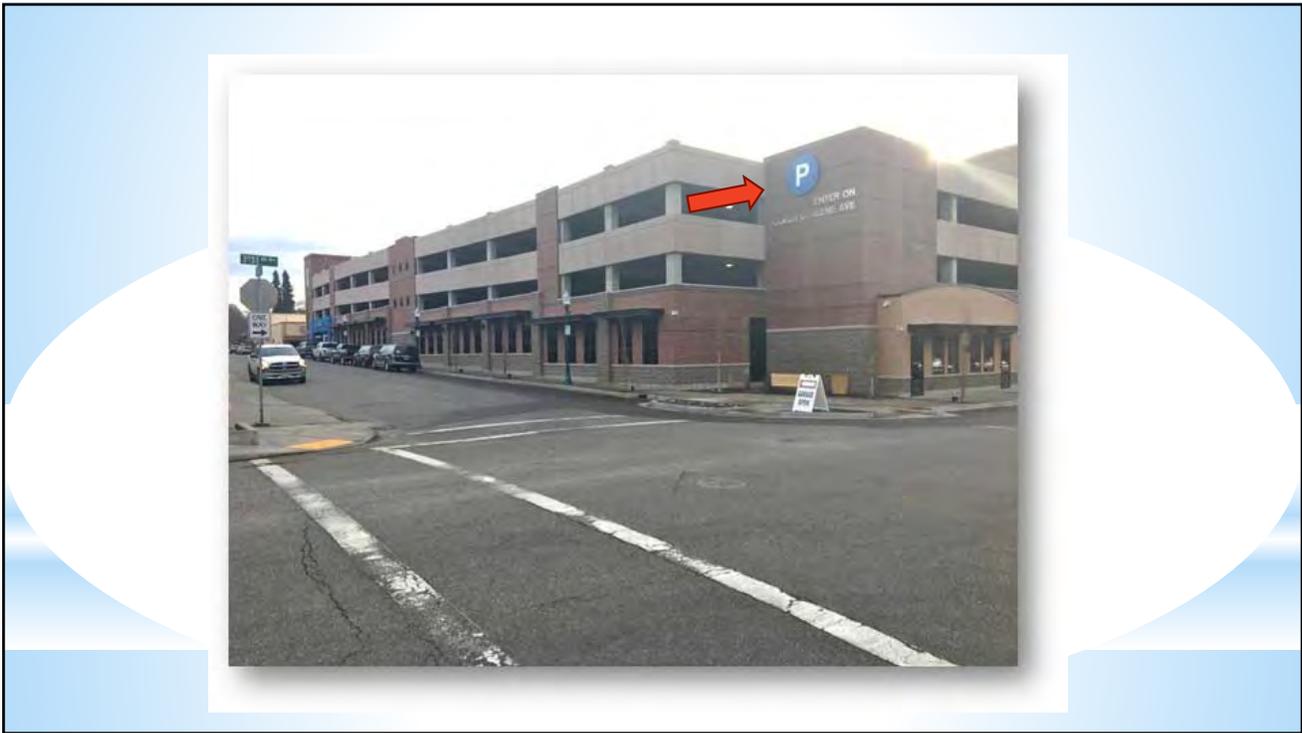
Staff is recommending an extension of the pilot program until the public parking lots are improved.

At the time the pilot program expires, staff would replace the signs on the affected blocks with new signage that indicates the area is congested and directing drivers to the public parking lots.

29



30



31

*** Decision Point:**

The City Council should direct staff to continue the pilot program until improvements are made to the Midtown public parking lots and adopt the attached Resolution, or provide other direction to staff regarding the program.

The City Council may also direct staff to make changes to the proposed signage plan for the pilot program areas and public parking.

32



RESOLUTION NO. 20-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, EXTENDING THE MIDTOWN PILOT PROJECT FOR CERTAIN PERMITTED RESIDENTIAL PARKING ONLY AREAS.

WHEREAS, the City Council instituted a pilot project for issuing parking permits to residents on certain streets in the Midtown area to determine if parking conflicts between commercial and residential uses within the Midtown area could be resolved in that way; and

WHEREAS, the City of Coeur d'Alene desires to extend this project while it continues to work on enhancements for commercial and public parking opportunities in the Midtown area; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the pilot project be extended until the parking enhancements are completed or until Council directs otherwise;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the pilot program established through Resolution 19-010 be extended from the date of the passage of this Resolution until the public parking lots in Midtown are improved, which is expected to take place later in 2020, unless ended earlier by action of the City Council.

DATED this 17th day of March 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: March 17, 2020
FROM Troy Tymesen – City Administrator
SUBJECT: Declaration of intent to exchange real property with Active West Developers for the extension of Lacrosse Avenue and Lakewood Drive

=====

DECISION POINT:

Does the City Council want to declare its intent to exchange real property owned by the City for real property owned by Active West Developers for the extension of Lacrosse Avenue and Lakewood Drive in Riverstone?

HISTORY:

The City owns 1.83 acres of land located on Blackwell Island, identified as Kootenai County Parcel number C-0000-014-4150. Active West Developers is under contract to acquire the former Union Pacific Railroad right of way in Riverstone between Beebe Boulevard and the US-95 Bridge. Parcels 3 and 4 of the UP right of way are needed by the City to construct the extension of Lacrosse Avenue to Lakewood Drive. The City and Active West Developers are proposing to exchange these properties for the mutual benefit of each party. Active West Developers will also pay One Hundred Thirty-Six Thousand Dollars (\$131,000) to the City. The exchange as proposed is for equal value. The PowerPoint included with this staff report shows the properties that will be exchanged.

FINANCIAL ANALYSIS:

Active West will pay One Hundred Thirty-Six Thousand Dollars (\$131,000) in addition to conveying the former UP parcels. The real property exchange is mutually beneficial to both parties.

PERFORMANCE ANALYSIS:

City Council must declare the City’s intent to convey the City’s property to Active West Developers in exchange for Active West Developer’s property and set a public hearing date. The conveyance/exchange of this land will give the City the property it needs to extend Lacrosse Avenue and Lakewood Drive to improve ingress and egress to Riverstone and City park land.

DECISION POINT/RECOMMENDATION:

City Council should declare the City’s intent to convey Kootenai County Parcel number C-0000-014-4150 to Active West Developers in exchange for Active West Developer’s Parcel 3 & 4 of the former Union Pacific Railroad right of way between Lacrosse Avenue and Lakewood Drive and set a public hearing date for April 7, 2020 for further consideration of the conveyance/exchange.

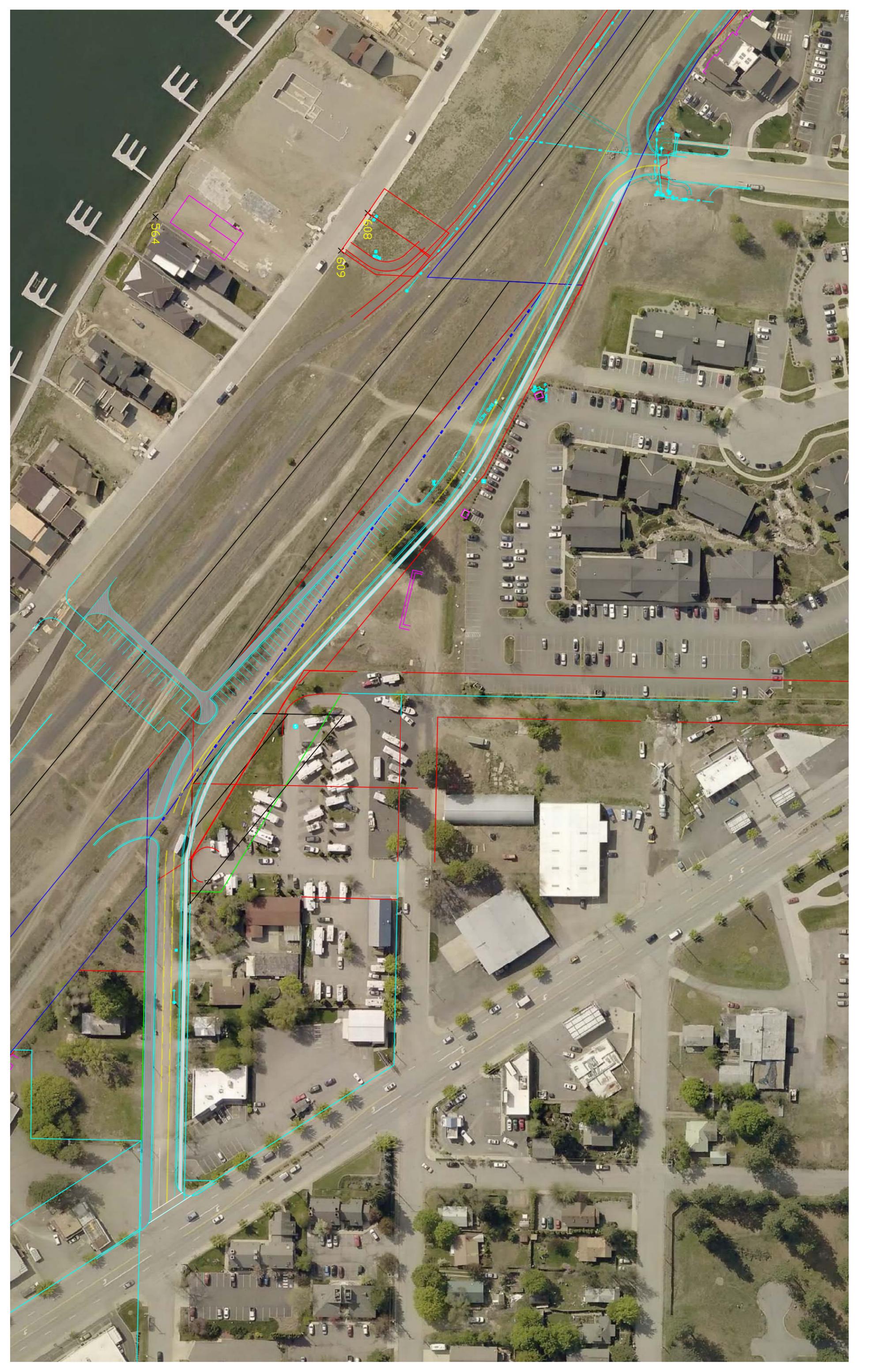


0 0.075 0.15 0.3 Miles
1 inch = 550.26 feet

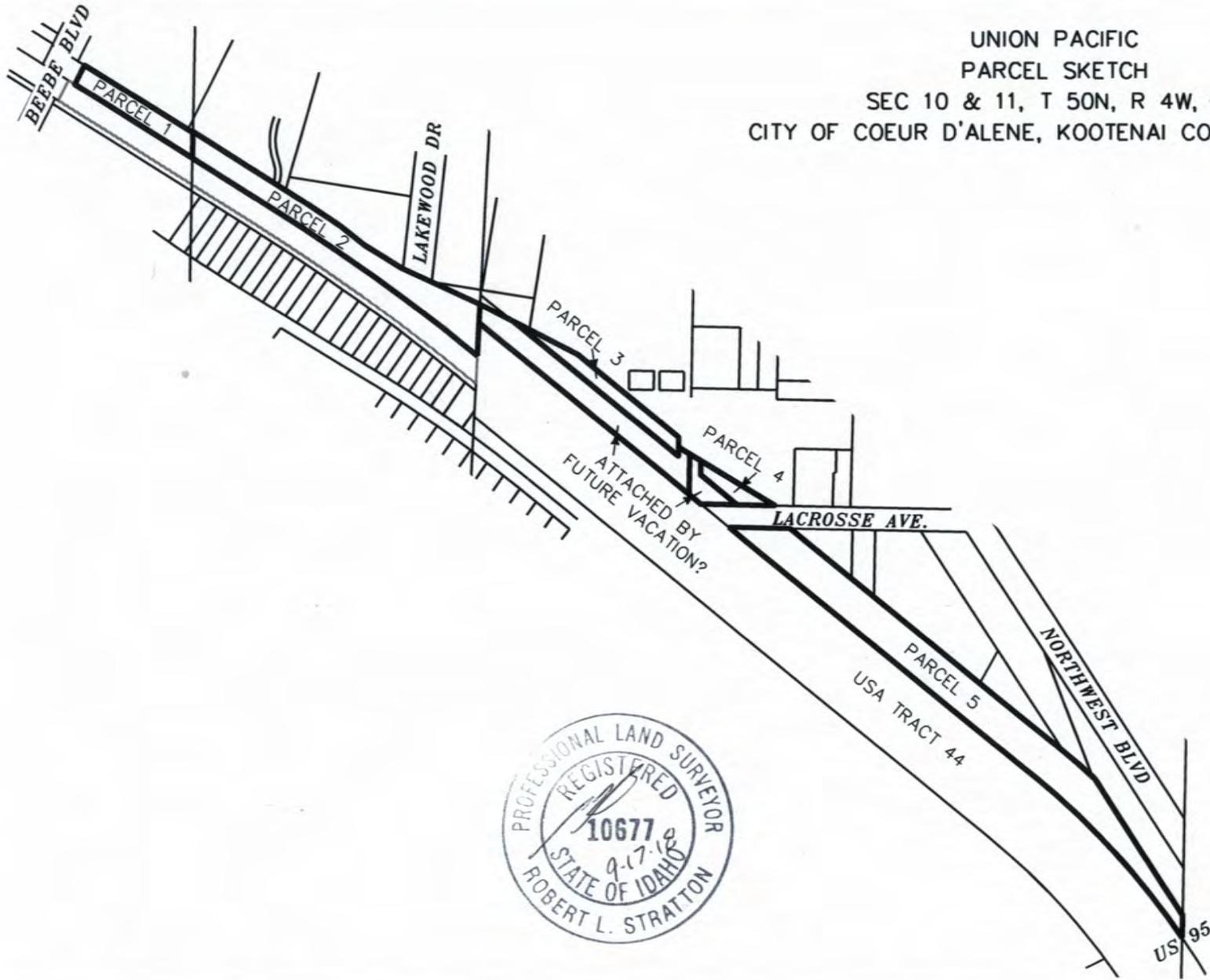
-  City Prop on Blackwell
-  City of CDA Properties
-  Parcels
-  City Limits

N

3/3/2020



UNION PACIFIC
 PARCEL SKETCH
 SEC 10 & 11, T 50N, R 4W, BM
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



1" = 400'

SKETCH FOR
ACTIVE WEST



STRATTON LAND SERVICES, INC.
 8068 W. MAIN ST. UNIT 1
 RATHDRUM, ID 83858
 www.strattonis.com

(208) 687-2854
 (888) 687-2854

16022-13A.DWG

DATE: 9/17/18

DRAWN BY: RFL

SCALE 1"=400'

SHT. 1 OF 1

PROJ # 16022

RESOLUTION NO. 20-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING ITS INTENT TO EXCHANGE REAL PROPERTY OWNED BY THE CITY OF COEUR D'ALENE LOCATED ON BLACKWELL ISLAND IN THE CITY OF COEUR D'ALENE, IDAHO, FOR REAL PROPERTY OWNED BY ACTIVE WEST DEVELOPERS LOCATED BETWEEN LACROSSE AVENUE AND LAKEWOOD DRIVE IN THE CITY OF COEUR D'ALENE, IDAHO, AND TO SET A PUBLIC HEARING FOR FURTHER CONSIDERATION OF THE EXCHANGE.

WHEREAS, it is recommended that the City of Coeur d'Alene declare its intent to exchange real property on Blackwell Island owned by the City of Coeur d'Alene, located in the City of Coeur d'Alene, described as Kootenai County Parcel number C-0000-014-4150, to Active West Developers in exchange for Active West Developer's Parcels 3 & 4 of the former Union Pacific Railroad right-of-way between Lacrosse Avenue and Lakewood Drive in the City of Coeur d'Alene; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City declares its intent to exchange real property on Blackwell Island owned by the City of Coeur d'Alene, located in the City of Coeur d'Alene, described as Kootenai County Parcel number C-0000-014-4150, to Active West Developers in exchange for Active West Developer's Parcels 3 & 4 of the former Union Pacific Railroad right of way between Lacrosse Avenue and Lakewood Drive in the City of Coeur d'Alene; and

BE IT FURTHER RESOLVED that the exchange, and the terms therefor, shall be further considered at a public hearing on April 7, 2020.

DATED this 17th day of March, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

