

Coeur d'Alene

CITY COUNCIL MEETING

January 3, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

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 G - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

January 3, 2023: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Bob Albing: Lutheran Church of the Master

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. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor** - Appointment of Anne Anderson and Michael Weir to the Historic Preservation Commission.

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

F. 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 December 20, 2022, Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee Meeting for Monday, January 9, 2023, at 12:00 noon.
4. Approval of Cemetery Repurchase from Michelle Ketchum; Section N, Block 5, Lot 26, Forest Cemetery.

As Recommended by the City Clerk

5. S-6-14 Lilac Glen – Acceptance of Subdivision Improvements
As Recommended by the City Engineer
6. **Resolution No. 23-001** -
 - a. Approval of the Purchase of Armorcast Meter Boxes for the Meter Change-Out Program from H.D. Fowler Co.
Pursuant to the Purchase Policy Approved by Resolution 17-061

G. 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.)
(Non- Action Item)

H. OTHER BUSINESS:

1. Appeal Hearing of the Design Review Commission Decision for the Garden Lofts and Townhouses by Jacquelyn Doyle.

Staff Report by Randy Adams, City Attorney

2. **Council Bill 23-1000** – Amending Municipal Code Section 2.72.010 to Set Council Salary at \$15,000 Per Year and Mayoral Salary at \$38,400 Per Year.

Pursuant to Council Action December 20, 2022

3. **Resolution No. 23-002** - Approval of the City Title VI Compliance Plan.

Staff Report by Renata McLeod, Municipal Services Director

4. **Resolution No. 23-003** - Approval of the On-call Professional Consultant Services List.

Staff Report by Chris Bosley, City Engineer

5. **Resolution No. 23-004** - Approval of an Agreement with Design West to Provide Architectural Services for the Streets & Engineering Department Remodel Project.

Staff Report by Todd Feusier, Streets and Engineering Director

I. ADJOURNMENT

ANNOUNCEMENTS

Memo to Council

DATE: December 16, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the January 3, 2023, Council Meeting:

ANNE ANDERSON Historic Preservation Commission (Appointment)

MICHAEL WEIR Historic Preservation Commission (Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
 Hilary Patterson, Liaison to the Historic Preservation Commission

CONSENT CALENDAR

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

December 20, 2022

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room December 20, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

CALL TO ORDER: Mayor Hammond called the meeting to order.

INVOCATION: Pastor Tyler Morton with the Church of Jesus Christ of Latter-Day Saints gave the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Miller led the pledge of allegiance.

AMENDMENTS TO THE AGENDA: Motion by Gookin, seconded by Wood, to add an action item after Executive Session for the Approval of wage increases for fiscal year 2022-2023 and amendments to the Personnel Rules regarding call-out pay benefit, supervision, and the HRA benefit. **Motion carried.**

ANNOUNCEMENTS:

Councilmember Miller gave recognition to Knutson Chevrolet for their donation of \$25,000 to the Library Foundation for the children's library improvements.

Councilmember Gookin noted that cars parked on the street that have been abandoned are causing problems with snow removal and cause roadway congestion. He thanked the police and code enforcement for working with the Street Department to cite cars in the most congested areas. Councilmember English noted that he has experienced the street congestion due to parked cars and appreciates people moving vehicles for the plows. Captain Hagar noted that they have received any complaints regarding porch pirate incidents. He also thanked the community for reporting suspicious activity when they see it. He noted that Part 1 crimes are down, noting since 2014 they have gone down 65%.

Mayor Hammond requested the appointments of Alexandria Marienau, and Anneliese Miller to the Historic Preservation Commission.

MOTION: Motion by Miller, seconded by McEvers, to appoint Alexandria Marienau, and Anneliese Miller to the Historic Preservation Commission. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the December 6, 2022 meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Tuesday, December 27, 2022, at 12:00 noon.
5. Approval of the Annual Road and Street Financial Report for the fiscal year ending September 30, 2022.

DISCUSSION: Councilmember Wood asked for clarification regarding the parking fund amount of \$309,223 noted on the financial statement, with Mr. Tymesen explaining that it is an annual adjustment from the revenue from Diamond Parking and since it is an enterprise fund the dollars stay within that fund. He noted that the outgoing expenses are \$210,000, which go toward maintenance and equipment for parks. Councilmember Wood asked about the odd amount going to the homeless trust fund, with Mr. Tymesen noting that these are donations from utility bills and are dispersed on a regular bases to local non-profits. Councilmember Wood asked about the ARPA funds balances and the timeframe for using those funds, with Mr. Tymesen noting that approved expenditures will be paid as invoices come in. Councilmember Gookin noted that in looking at the Police and Fire percent of expenditures it appeared high and wondered if it was due to wage increases. Mr. Tymesen confirmed that while the pay increases were approved, the budget will be amended formally at year end. Councilmember Gookin noted that the engineering/professional services amount noted in the Annual Streets Roads Report seemed high enough to pay for a staff position. Mr. Tymesen noted that there may not be the qualifications for all engineering needs to hire one (1) employee.

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Miller Aye. **Motion carried.**

PUBLIC COMMENTS:

Ron McGhie, Post Falls, said he was a member of the Huetter by-pass group and in their last meeting they were considering moving the rest area to the state line. The Coeur Terre project has property north of the area and they will continue discussion. He noted that he drew a line from the rest area through Coeur Terre to show the concern about the density and height of buildings in an effort to protect Huetter. He submitted documents to further his points.

John Pulsipher, Coeur d'Alene, presented an award of appreciation for opening up the invocations to the Mayor and Council. He noted a statistic from the U.S. Department of State which finds that 74% of the World population lives under serious restrictions on religious freedom. He stated that the Mayor and Council have recognized that the City is a place of a diverse community and they demonstrate that value and contributions of all. He presented a Defense of Religious Freedom Award on behalf of Innerfaith CDA, Baha'i CDA, Community United Methodist Church, Sravasti Abby, and the Church of Latter-Day Saints.

Justin O'Connell, Coeur d'Alene, spoke in regards to the Comprehensive Plan, noting that the city of Huston's method of zoning resulted in a 10% less cost of living. He noted the Council and Mayor salary discussion and methods of covering the cost.

Suzanne Knutson, Coeur d'Alene, read a letter on behalf of her neighbor Don Webber, who lives on Arrowhead Road, noting the neighborhood has shared concerns about the Coeur Terre development. The neighborhood would like language in the development agreement to control growth. The letter noted that the apartments located on Atlas and Seltice Way do not follow the comprehensive plan and has blocked views of the river, and the recently approved density increase for the River's Edge includes 4-story buildings over 50 feet high that will further block the river view. He encouraged Council to not allow traffic through Nez Pierce, Arrowhead, Appaloosa and Woodside, as they are a heritage neighborhood.

Rob Knutson, Coeur d'Alene, express concern of Coeur Terre impacts to their neighborhood and implored the Council to consider the impact to their neighborhood and existing residents.

Mike Gridley, Coeur d'Alene, stated that he worked for city over 20 years and participated in over 500 public meetings, he expressed support of the increase in salaries for public officials, as they put in so many hours. Additionally, he noted that NIC Trustees have put the existing President on administrative leave, which includes that he is still getting paid, meanwhile proposing to hire an Interim President at a cost of \$180,000 a year. Additionally, they have hired an attorney at \$325.00 per hour, which equals \$32.50 for every 6 minutes. He encouraged tax payers to say "stop wasting our money" by contacting Board of Trustee members and to connect with the Kootenai County Republican Central Committee and ask that they support fiscal conservatism.

Ronda Bowling, Coeur d'Alene, stated she lives in Indian Meadows and is in support of their neighbors asking to preserve their existing streets as they are today. She noted that traffic on Seltice Way is already over-congested and expressed concerns with the traffic coming into their neighborhood.

Patrick Wilson, Coeur d'Alene, lives in Indian Meadows neighborhood and is opposed to development at the expense of the existing neighborhood. Arrowhead Road was originally planned to be a dead-end road and is now proposed for an elementary school. He expressed concerns with increased traffic, noting it would destroy the character of the neighborhood. He proposed moving the access to Huetter Road. He hasn't seen a traffic study, but believes it would indicate ten times more traffic.

Debra Wilson, Coeur d'Alene, noted she is a homeschooling mom and has lived in Indian Meadows over the past five (5) years. They love the character of the neighborhood, in which people ride horses and walk their pet ducks. She expressed concern that the Planning Department is not asking the future residents of Coeur Terre to bear the burden of the development; rather, it is asking the residents of Indian Meadows to bear that burden.

Ellen McNeely, Coeur d'Alene, noted that she has lived on Woodside Avenue since 1994. She spoke about their street being a through route to Huetter, noting that due to the "S" curve of the street there have been several auto accidents from people not being able to navigate that curve. She expressed concern with the use of an already dangerous road for more traffic.

Councilmember Wood asked if the Council will have an opportunity to spend more time on this subject before it comes before Council for a decision and suggested a workshop.

Councilmember Gookin noted due to ex-parte communication they would not be able to do an individual site visit but would like to see if they could schedule a group site visit.

Councilmember Miller noted that there has been many conversations on this subject and thanked the public for being thoughtful, civil, and considerate in their public comments.

COUNCIL BILL NO. 22-1015

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, GRANTING A NON-EXCLUSIVE FRANCHISE TO FATBEAM, LLC, TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM, WITH ALL NECESSARY FACILITIES, WITHIN THE CITY OF COEUR D'ALENE, IDAHO (THE "CITY"); SETTING FORTH THE PROVISIONS, TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE; PROVIDING FOR CITY REGULATION OF CONSTRUCTION, OPERATION, MAINTENANCE, AND USE OF THE TELECOMMUNICATIONS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF ITS PROVISIONS; AND ESTABLISHING AN EFFECTIVE DATE.

STAFF REPORT: City Attorney Randy Adams noted that Fatbeam, LLC, was formed in 2010 as an Idaho Limited Liability Company. The Company obtained a franchise agreement from the City in 2011, allowing it to construct and maintain a fiber optic telecommunications system in the City's rights-of-way. Fatbeam operates as competitive access provider (CAP). The original franchise agreement and the proposed agreement are similar to City franchise agreements with other providers and would be for 10-year term. Over the last ten years, Fatbeam has seen continued growth in the Coeur d'Alene market. The Company has expanded its network footprint by 49 miles since its first customer, the Coeur d'Alene School District, signed on in 2012. Fatbeam delivers WAN and Dedicated Internet Access to the School District, surrounding commercial businesses, healthcare entities, other carriers (ISP's), and the City of Coeur d'Alene. The Company intends to bring top customer service and excellent WAN and DIA services to the entire community for years to come. Fatbeam will continue to pay the City five percent (5%) of its annual gross revenue in exchange for the use of the rights-of-way, the maximum allowed by law. In 2021, the franchise fees paid by Fatbeam to the City were approximately \$3,000.00. There would be some staff time involved in reviewing the location of their facilities and issuing

building permits as the system continues to expand, but this will not be a significant expense to the City.

DISCUSSION: Councilmember McEvers asked how much revenue was received 10 years ago in comparison to what we are getting now, with Mr. Adams responding that he is unsure; however, last year the City received \$3,000, which is 5% of their gross revenues.

MOTION: Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 22-1015** once by title only.

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

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill 22-1015**.

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

COUNCIL DISCUSSION: REGARDING AN AMENDMENT TO MUNICIPAL CODE CHAPTER 2.72 ENTITLED “SALARIES OF ELECTIVE OFFICIALS.”

STAFF REPORT: Municipal Services Director Renata McLeod noted that this is an item intended for Council discussion and to provide direction for staff regarding any proposed increases. She noted the last time there was an increase in the Mayoral salary was 2009 and Council salary was updated in 2017.

DISCUSSION: Councilmember Wood noted that she thinks it is important for these salaries to keep up with inflation, noting Council serves on many committees and attends many meetings and take on personal expense. She felt that an additional \$250.00 per month would help with the expense and still places the salaries below others in the state. Councilmember English felt the salaries should be increased annually, and that an objective measurement would be the Social Security COLA; which has been 30% since 2017. A 30% increase would place the Council salary at \$1,350.00 a month, which would be his proposal. Councilmember Gookin noted that the last time they discussed the item, the Mayor did not take an increase. Councilmember Wood felt that the Mayor position should be brought up to date and included in any future increases. Councilmember Miller noted that there was a long gap since the mayor salary was increased and believes there should be some rationale for the increase. There was a 3% COLA used for the Council salary in 2017, and suggested they follow a cost of living increase each year going forward. Mayor Hammond suggested bringing the Council salary up to where it ought to be and going forward adjust the salary to be the same as the staff COLA. Discussion ensued regarding the escalator rate and required Ordinance. Councilmember English recommended the Mayor salary to be increased to \$3,500/month. Councilmember Wood believes they are looking out for people sitting in the mayor and council seats in the future. City Attorney Randy Adams noted that the code shall be fixed by Ordinance, noting that there is no case law on this salary increase approach and suggested it be a specific amount. Councilmember McEvers noted that when he began in politics, he served on the Planning Commission as a volunteer and was excited when

they got served a pizza dinner in appreciation. He believes it is a pleasure to serve on Council with no other compensation, noting the benefit of glasses and hearing aids from medical coverage. Councilmember Miller noted that she often takes on expenses out of her own pocket and while it is a privilege to serve, she thinks it should be a reasonable cost increase.

MOTION: Motion by Wood, seconded by Gookin to direct staff to draft an Ordinance amending the code authorizing salary amendments to the Mayor and Council, commencing January 1, 2024 in the amount of \$250/month for Council, while bringing the Mayoral salary where it should have been since 2009 and increase it by an additional \$250 with an escalator of COLA as agreed upon for staff.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Miller Aye. **Motion carried.**

MOTION: Motion by Gookin, seconded by Wood to enter into Executive Session pursuant to Idaho Code 74-206 (j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b).

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; English Aye; Wood Aye. **Motion carried.**

The City Council entered Executive Session at 7:10 p.m. Those present were the Mayor, City Council, City Administrator, Human Resource Director, and the City Attorney. Council returned to regular session at 7:47 p.m.

MOTION: Motion by Gookin, seconded by McEvers, to approve an increase to Deputy Fire Chief on-call pay by 132 hours annually.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Miller Aye. **Motion carried.**

MOTION: Motion by Gookin, seconded by McEvers, to approve an additional three percent (3%) wage increase for the Police Captains effective October 1, 2022.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Miller Aye. **Motion carried.**

MOTION: Motion by Gookin, seconded by McEvers, to direct staff to work with Police Captains to negotiate a new MOU or move to the Personnel Rules within the next 60 days.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Miller Aye. **Motion carried.**

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

The meeting adjourned at 7:52 p.m.

ATTEST:

James Hammond, Mayor

Renata McLeod, City Clerk

DRAFT

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council, the City of Coeur d'Alene does hereby convey to Michelle Ketchum (the "Owner") the following lot(s) in the Forest Cemetery:

Section(s) N, Block(s) 5,

Niche(s) _____, Lot(s) 26

according to the plat thereof, now on file and of record in the office of the Kootenai County Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the City Council as authorized by Idaho Code § 50-320.

DATED this ____ day of _____, 20__.

By _____
Mayor

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: **JANUARY 3, 2023**
FROM: **DENNIS J. GRANT, ENGINEERING PROJECT MANAGER**
SUBJECT: **S-6-14 LILAC GLEN: ACCEPTANCE OF IMPROVEMENTS**

DECISION POINT:

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements for Lilac Glen

HISTORY:

- a. Applicant: Suzanne Metzger, Managing Member
 Lilac Glen, LLC
 243 W. Sunset Avenue
 Coeur d'Alene, ID 83815

- b. Location: +/- 13.03 acres located south of Pennsylvania Avenue, east of I-90.

- c. Previous Action:
 1. Preliminary plat approval, July 8, 2014.

FINANCIAL ANALYSIS:

There are no financial issues with this development.

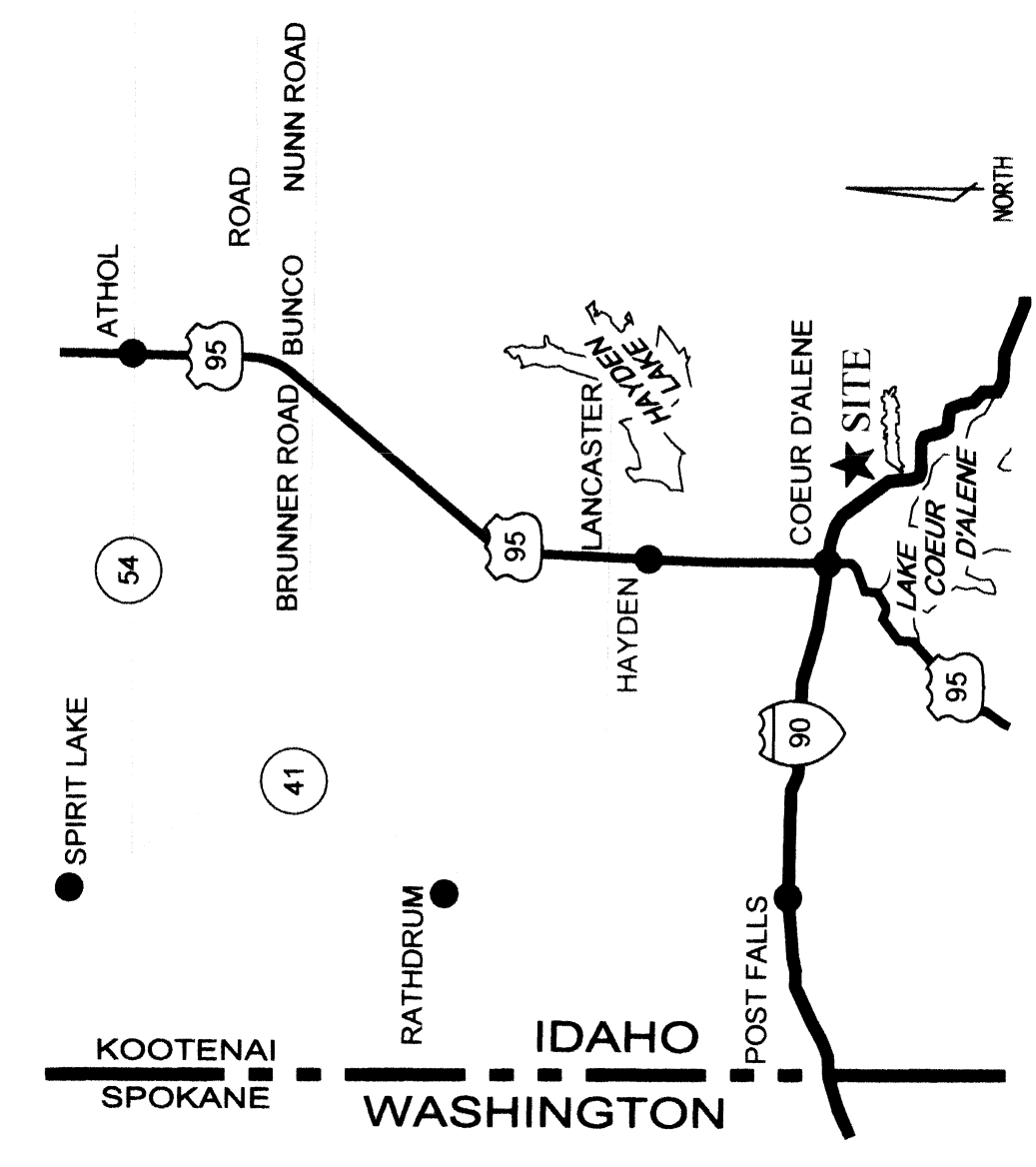
PERFORMANCE ANALYSIS:

The developer has installed all required infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this development, and, Certificate of Occupancy issuance upon completion.

DECISION POINT RECOMMENDATION:

1. Accept the installed public infrastructure improvements.

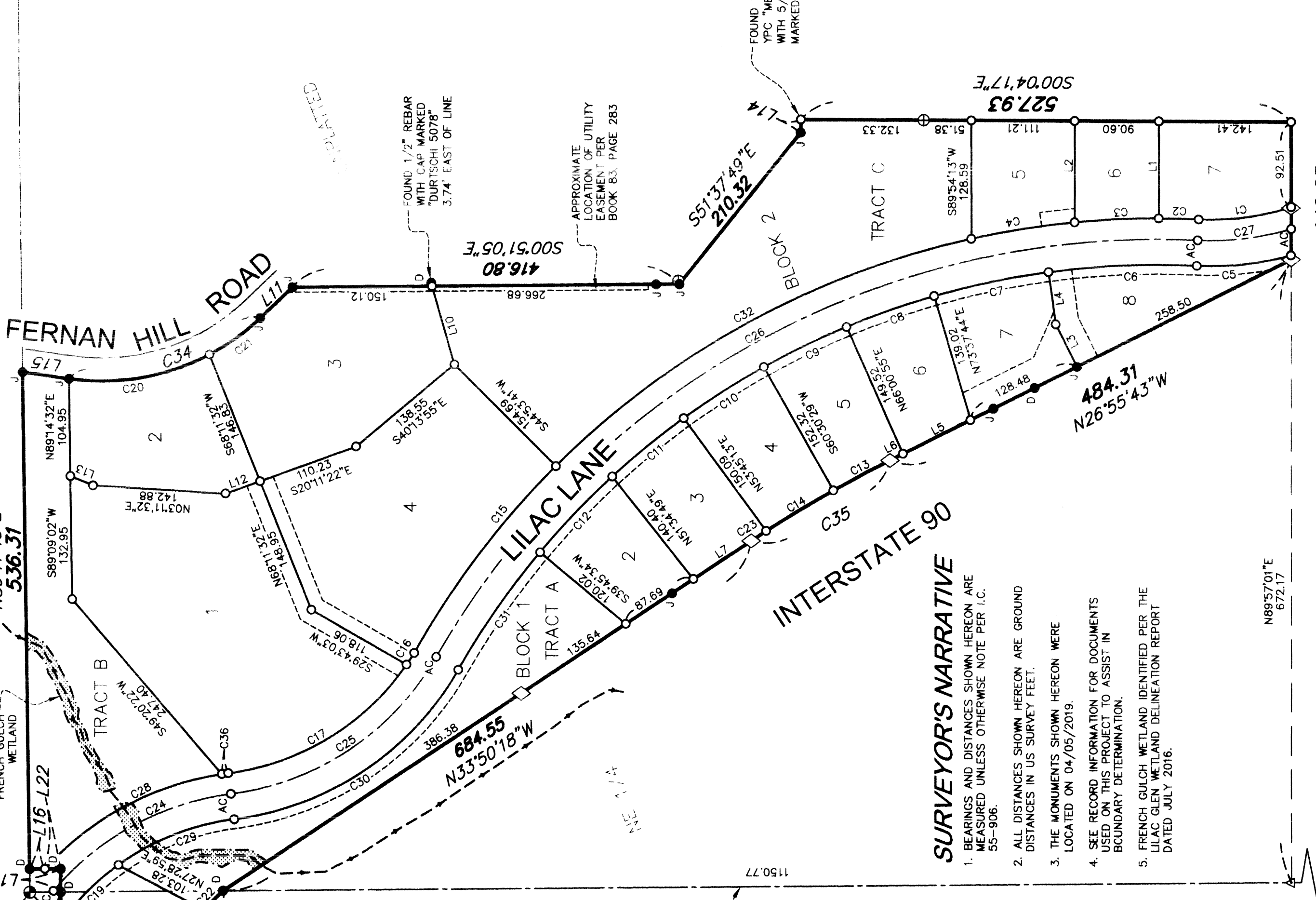
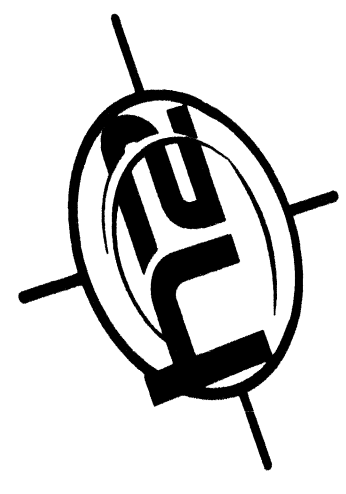
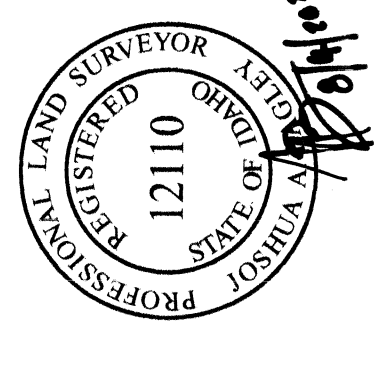
LILAC GLEN
 A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, AND A REPLAT OF A PORTION OF LOTS 1-7 INCLUSIVE OF FOSS ADDITION, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP
 NOT TO SCALE

LEGEND

- A = CALCULATED POINT (NOTHING FOUND OR SET)
- J = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 12463"
- D = FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "DURTSCHI 5078"
- Z = FOUND 2 1/2" ZINC CAP
- ⊕ = FOUND 3 1/2" IDAHO STATE HIGHWAY RIGHT OF WAY BRASS CAP
- ⊕ = FOUND 3/4" IRON PIPE
- ⊕ = FOUND 3 1/4" ALUMINUM CAP
- = SET 5/8" X 30" REBAR WITH CAP MARKED "H2 PLS 12110"
- = SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "H2 PLS 12110"
- = BOUNDARY LINE
- = LOT LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- = EASEMENT LINE
- = CENTERLINE OF FRENCH GULCH
- = WETLAND AREA



SURVEYOR'S NARRATIVE

1. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED PER I.C. 55-906.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.
3. THE MONUMENTS SHOWN HEREON WERE LOCATED ON 04/05/2019.
4. SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION.
5. FRENCH GULCH WETLAND IDENTIFIED PER THE LILAC GLEN WETLAND DELINEATION REPORT DATED JULY 2016.

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTH EAST QUARTER OF SECTION 18 BEARS NORTH 00°48'00" WEST 2883.50 FEET, AS SHOWN ON RZ.

RECORD INFORMATION

- R1 -- PLAT OF FOSS ADDITION, RECORDS OF KOOTENAI COUNTY, IDAHO, RECORDED AT BOOK D, PAGE 99 OF PLATS
- R2 -- RECORD OF SURVEY, BOOK 27, PAGE 140, INSTRUMENT #2335096000, RECORDS OF KOOTENAI COUNTY, IDAHO
- R3 -- RECORD OF SURVEY, BOOK 15, PAGE 161, INSTRUMENT #1366853, RECORDS OF KOOTENAI COUNTY, IDAHO
- R4 -- RECORD OF SURVEY, BOOK 25, PAGE 359, INSTRUMENT #2156477000, RECORDS OF KOOTENAI COUNTY, IDAHO
- R5 -- HIGHWAY PLANS FOR FEDERAL AID PROJECT NO 7-90-(7)11
- D1 -- WARRANTY DEED RECORDED UNDER INSTRUMENT #2676322000, RECORDS OF KOOTENAI COUNTY, IDAHO

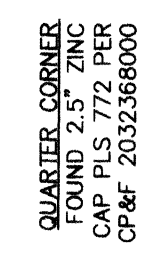
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°54'02" W	105.54
L2	S 89°55'36" W	110.31
L3	N 63°17'07" E	51.00
L4	N 82°12'52" E	56.88
L5	S 26°55'43" E	81.56
L6	S 26°55'43" E	15.77
L7	N 33°50'18" W	74.84
L8	S 89°12'42" W	109.31
L9	N 50°18'02" W	20.19
L10	N 73°59'44" E	87.53
L11	S 43°52'36" E	46.95
L12	N 07°16'55" E	28.36
L13	N 22°18'05" E	14.17
L14	S 07°54'37" E	50.36
L15	S 00°48'00" W	16.96
L16	N 00°48'00" W	24.71
L17	N 89°10'31" E	31.87
L18	N 89°06'51" E	58.45
L19	S 50°18'02" E	15.00
L20	N 81°51'48" E	4.49
L21	N 89°55'45" E	16.96
L22	N 00°48'00" W	37.90
L23	N 36°45'09" W	24.71
L24	N 89°12'24" E	66.10
L25	N 77°36'28" E	66.10

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	100.84	277.50	20°50'31"	S 08°01'09" E	100.39
C2	12.84	277.50	02°40'01"	S 01°04'07" E	42.94
C3	90.81	922.50	05°38'26"	N 03°05'07" W	101.66
C4	112.72	922.50	17°57'37"	N 08°34'41" W	102.24
C5	102.66	377.50	10°30'14"	N 02°51'00" W	159.73
C6	159.95	872.50	08°16'45"	N 12°14'29" W	125.96
C7	126.08	872.50	06°34'50"	N 19°40'17" W	100.16
C8	100.21	872.50	06°31'53"	N 26°13'39" W	99.41
C9	99.46	872.50	06°44'59"	N 32°52'05" W	102.73
C10	102.78	872.50	06°33'05"	N 39°31'07" W	99.71
C11	113.20	872.50	07°26'01"	N 46°30'40" W	113.12
C12	89.16	1433.20	02°45'54"	N 28°16'52" W	69.16
C13	99.16	1433.20	03°23'46"	N 31°21'42" W	84.94
C14	246.50	922.50	04°45'16"	N 36°03'46" W	235.02
C15	23.03	277.50	04°45'16"	N 31°39'14" W	225.72
C16	232.46	277.50	47°59'48"	S 40°34'37" E	116.35
C17	116.41	1086.70	06°08'15"	S 10°16'11" E	66.71
C18	66.88	272.50	14°03'42"	S 10°08'48" E	153.46
C19	156.00	248.81	35°55'26"	S 35°56'30" W	67.82
C20	68.03	248.81	15°39'58"	N 44°25'23" W	29.49
C21	29.49	1086.70	01°33'17"	N 33°26'57" W	19.47
C22	19.48	1433.20	00°46'43"	S 28°58'41" E	218.17
C23	223.29	300.00	42°38'42"	S 34°01'52" E	266.55
C24	276.20	300.00	52°45'04"	S 29°00'08" E	937.93
C25	986.60	900.00	62°48'31"	S 34°01'52" E	937.93
C26	276.20	300.00	19°25'08"	N 07°18'27" W	101.19
C27	101.68	300.00	39°17'53"	S 28°31'13" E	216.89
C28	221.20	322.50	32°22'50"	S 21°56'50" E	134.54
C29	135.94	272.50	28°35'00"	S 34°01'52" E	290.99
C30	301.52	327.50	52°45'04"	S 55°19'02" E	154.80
C31	155.00	872.50	10°10'44"	S 29°00'05" E	511.49
C32	518.28	922.50	32°11'24"	N 06°58'27" W	38.04
C33	38.04	937.50	02°19'29"	S 17°58'47" W	216.54
C34	224.03	248.81	51°35'24"	N 17°58'47" W	173.48
C35	173.59	1433.20	06°56'23"	N 30°22'07" W	6.84
C36	6.84	322.50	01°12'57"	N 08°15'48" W	672.17
C37	145.89	1086.70	07°41'52"	N 41°21'15" W	145.79

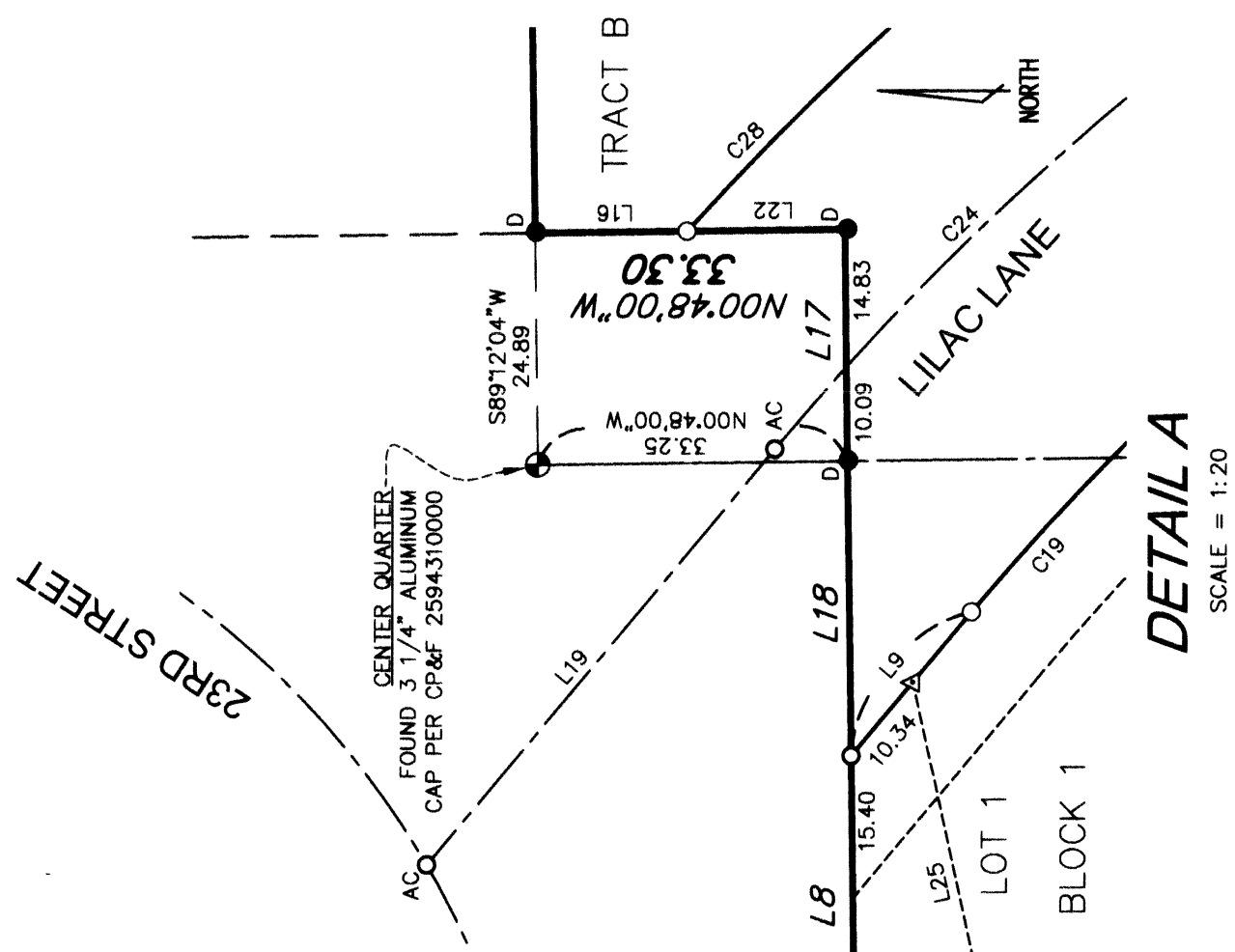
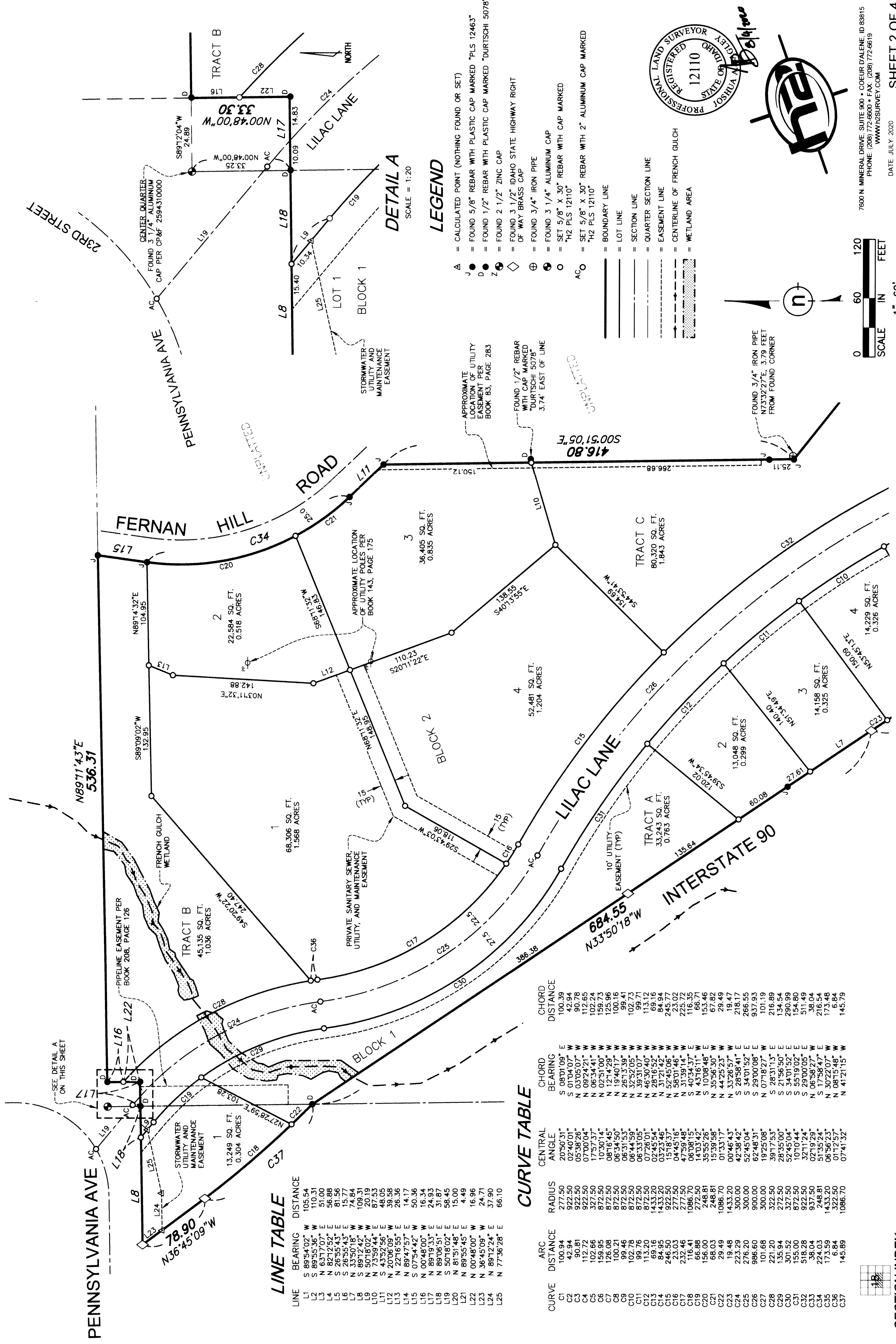
SECTION INDEX



QUARTER CORNER
 FOUND 2.5" ZINC
 CAP PLS 772 PER
 CP&F 2032368000

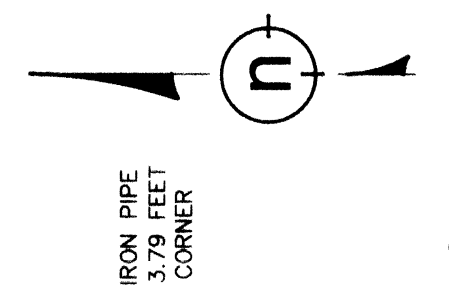
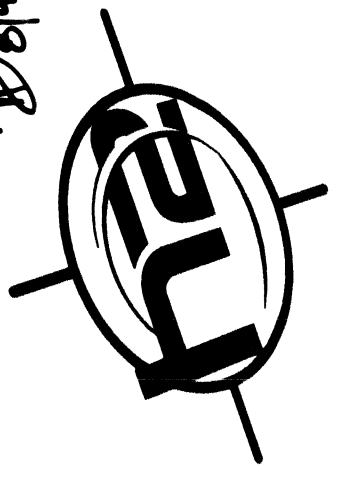
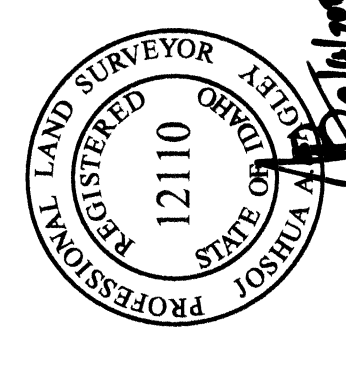
LILAC GLEN

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, AND A REPLAT OF A PORTION OF LOTS 1-7 INCLUSIVE OF FOSS ADDITION, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 12463"
- = FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "DURTSCHI 5078"
- ⊙ = FOUND 2 1/2" ZINC CAP
- ◇ = FOUND 3 1/2" IDAHO STATE HIGHWAY RIGHT OF WAY BRASS CAP
- ⊕ = FOUND 3/4" IRON PIPE
- ⊗ = FOUND 3 1/4" ALUMINUM CAP
- ⊘ = SET 5/8" X 30" REBAR WITH CAP MARKED "H2 PLS 12110"
- ⊙ = SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "H2 PLS 12110"
- = BOUNDARY LINE
- - - = LOT LINE
- = SECTION LINE
- - - = QUARTER SECTION LINE
- - - = EASEMENT LINE
- - - = CENTERLINE OF FRENCH GULCH
- - - = WETLAND AREA

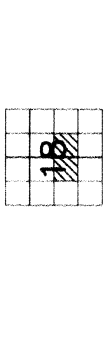


LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°54'09" W	105.54
L2	S 89°55'36" W	110.31
L3	N 63°17'07" E	51.00
L4	N 82°12'52" E	56.88
L5	S 26°55'43" E	81.56
L6	S 26°55'43" E	15.77
L7	N 33°50'18" W	74.84
L8	N 89°12'42" W	109.31
L9	N 50°18'02" W	20.19
L10	N 73°59'44" E	87.53
L11	S 43°52'36" E	46.65
L12	N 20°06'05" E	26.36
L13	N 22°19'59" E	14.17
L14	S 07°54'42" W	50.36
L15	N 00°46'09" E	15.31
L16	N 80°08'51" E	24.93
L17	S 50°18'02" E	31.87
L18	N 81°51'48" E	58.45
L19	N 89°55'45" E	15.00
L20	N 00°46'00" W	16.96
L21	N 89°55'45" E	4.49
L22	N 00°46'00" W	16.96
L23	N 36°45'09" W	24.71
L24	N 89°12'24" E	37.90
L25	N 77°36'28" E	66.10

CURVE TABLE

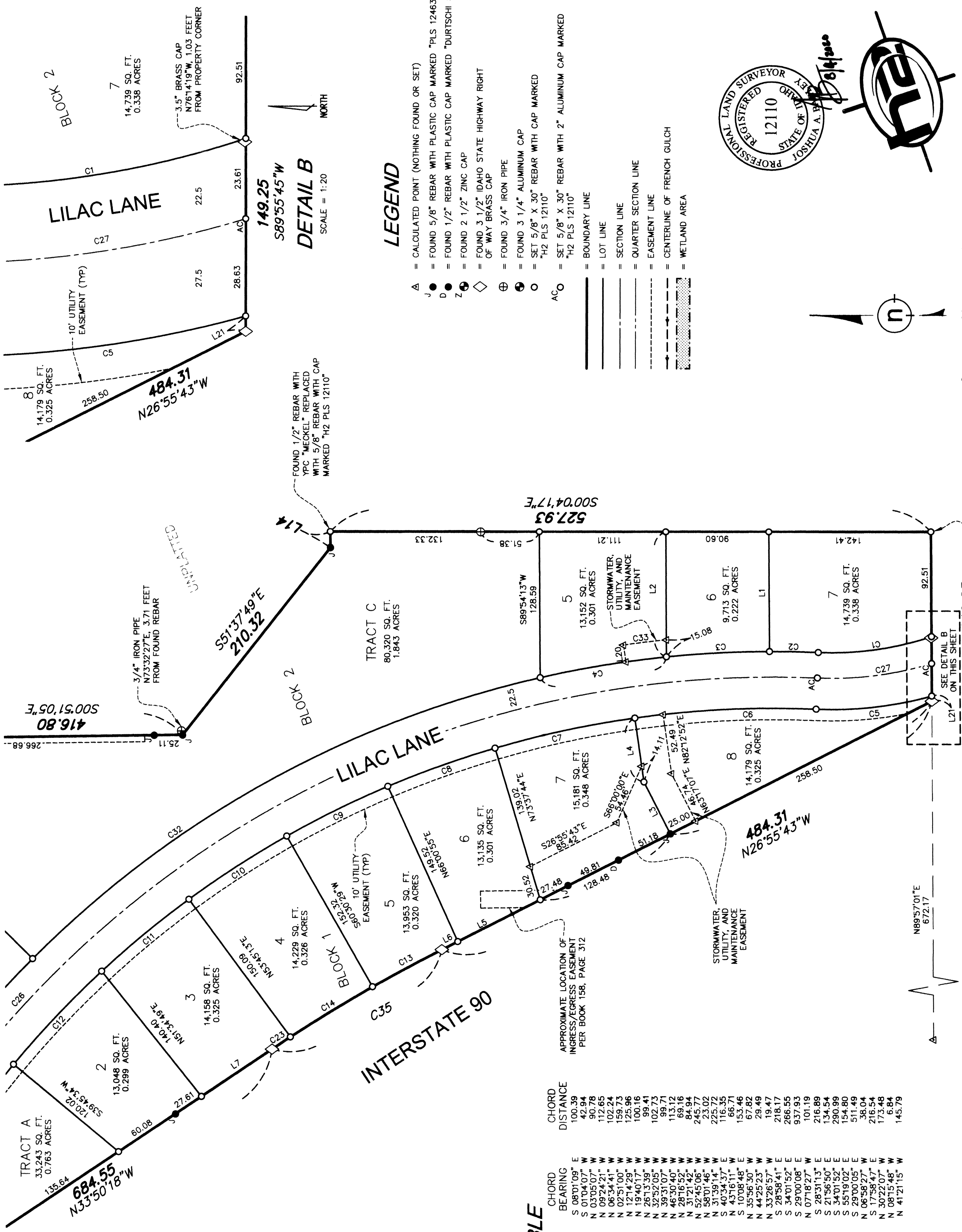
CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	100.94	277.50	20°50'31"	S 08°01'09" E	100.39
C2	42.94	922.50	02°40'01"	N 01°04'07" W	42.94
C3	90.81	922.50	05°38'26"	N 03°05'07" W	90.78
C4	112.72	922.50	07°00'04"	N 09°24'21" W	112.85
C5	102.66	327.50	17°57'37"	N 06°34'41" W	102.24
C6	159.95	872.50	10°30'14"	N 02°51'00" W	159.73
C7	126.08	872.50	08°16'45"	N 12°14'29" W	125.96
C8	100.21	872.50	06°34'50"	N 19°40'17" W	100.16
C9	99.46	872.50	06°31'53"	N 26°13'39" W	99.41
C10	102.78	872.50	06°44'59"	N 32°52'05" W	102.73
C11	193.76	872.50	07°53'05"	N 39°31'07" W	193.71
C12	193.76	872.50	07°53'05"	N 26°56'42" W	193.71
C13	69.10	1433.20	03°23'46"	N 31°21'42" W	69.16
C14	84.95	922.50	15°18'37"	N 52°45'06" W	84.94
C15	246.50	277.50	04°45'16"	N 58°01'48" W	245.77
C16	23.03	277.50	47°59'48"	N 31°39'14" W	23.02
C17	116.41	1086.70	06°08'15"	S 40°34'37" W	116.35
C18	166.88	272.50	14°03'42"	N 10°08'46" E	166.71
C19	186.00	248.81	35°55'26"	N 35°58'30" W	185.92
C20	86.03	1086.70	01°33'17"	N 44°23'23" W	86.03
C21	29.49	1086.70	00°46'45"	N 33°26'57" W	29.49
C22	143.20	300.00	42°38'42"	S 34°01'52" E	143.17
C23	19.16	300.00	52°45'04"	S 29°00'08" E	19.15
C24	276.20	300.00	19°25'08"	N 07°18'27" W	276.15
C25	966.60	300.00	39°17'53"	S 28°31'13" E	966.55
C26	101.66	322.50	28°35'00"	S 34°01'52" E	101.19
C27	221.20	272.50	52°45'04"	S 55°19'02" E	221.13
C28	135.94	872.50	10°10'44"	S 29°00'05" E	135.84
C29	301.52	872.50	32°11'24"	S 19°58'47" E	301.44
C30	595.00	224.81	06°56'23"	N 30°22'07" W	594.90
C31	58.26	1453.20	01°12'57"	N 08°15'48" E	58.26
C32	224.03	1453.20	07°41'32"	N 41°21'15" E	224.03
C33	173.59	322.50	6.84		173.54
C34	6.84	1086.70			6.84
C35	145.89				145.79
C36					
C37					



LILAC GLEN

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, AND A REPLAT OF A PORTION OF LOTS 1-7 INCLUSIVE OF FOSS ADDITION, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK L, PAGE 4816
INSTRUMENT # 277313200



LINE TABLE

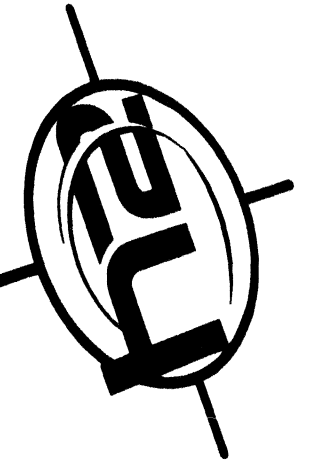
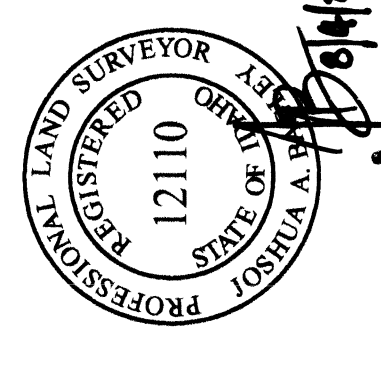
LINE	BEARING	DISTANCE
L1	S 89°54'02" W	105.54
L2	S 89°55'36" W	110.31
L3	N 63°17'07" E	51.00
L4	N 82°12'52" E	56.88
L5	S 26°55'43" E	81.56
L6	S 26°55'43" E	15.77
L7	N 33°50'18" W	74.84
L8	S 89°12'42" W	109.31
L9	N 50°18'02" E	20.19
L10	N 73°59'44" E	47.53
L11	S 20°52'06" W	38.58
L12	N 22°16'55" E	26.36
L13	N 89°47'57" E	14.17
L14	S 07°54'42" W	50.36
L15	N 00°48'00" W	16.34
L16	N 89°19'33" E	24.93
L17	N 89°06'51" E	31.87
L18	S 50°18'02" E	58.45
L19	N 81°51'48" E	15.00
L20	N 89°55'45" E	4.49
L21	N 00°48'00" W	16.96
L22	N 36°45'08" W	24.71
L23	N 89°12'24" E	37.90
L24	N 77°36'28" E	66.10

CURVE TABLE

CURVE	ARC DISTANCE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	100.94	20°50'31"	277.50	S 08°01'09" E	100.39
C2	42.94	02°40'01"	922.50	S 01°04'07" E	42.94
C3	90.81	05°38'26"	922.50	N 03°05'07" W	90.78
C4	112.72	07°00'04"	922.50	N 09°24'21" W	112.65
C5	102.66	17°57'37"	327.50	N 06°34'41" W	102.24
C6	159.95	10°30'14"	872.50	N 02°51'00" W	159.73
C7	126.08	08°16'45"	872.50	N 12°14'29" W	125.96
C8	100.21	06°34'50"	872.50	N 19°40'17" W	100.16
C9	109.78	06°31'53"	872.50	N 20°33'38" W	109.71
C10	109.78	06°33'05"	872.50	N 39°31'07" W	102.71
C11	113.20	07°28'01"	872.50	N 46°30'40" W	113.12
C12	69.16	02°45'54"	1433.20	N 28°16'52" W	69.16
C13	84.95	03°23'46"	1433.20	N 31°21'42" W	84.94
C14	248.50	15°18'37"	922.50	N 52°45'06" W	245.77
C15	23.03	04°45'16"	277.50	N 59°01'46" W	23.02
C16	277.50	47°59'48"	277.50	N 31°39'14" W	225.72
C17	16.88	06°08'15"	172.50	S 40°34'37" E	16.75
C18	158.00	15°52'26"	248.81	S 10°08'48" E	153.46
C19	158.00	15°52'26"	248.81	S 35°56'30" E	67.82
C20	158.00	15°52'26"	248.81	N 44°25'23" W	29.49
C21	29.49	01°33'17"	1086.70	N 33°26'57" W	19.47
C22	19.48	00°46'43"	1433.20	S 28°58'41" E	218.17
C23	223.29	02°38'42"	300.00	S 34°01'52" E	266.55
C24	276.20	02°45'04"	900.00	S 29°00'08" E	937.93
C25	986.60	62°48'31"	300.00	N 07°18'27" W	101.19
C26	101.68	19°23'08"	300.00	N 28°31'13" E	216.89
C27	221.20	39°17'53"	322.50	S 21°56'50" E	134.54
C28	135.94	28°35'00"	272.50	S 54°01'52" E	230.99
C29	301.52	62°45'04"	327.50	S 55°19'02" E	154.80
C30	155.00	10°10'44"	922.50	S 29°00'05" E	511.49
C31	155.00	32°11'24"	922.50	N 06°58'27" E	38.04
C32	518.28	02°19'29"	937.50	N 17°58'47" E	216.54
C33	38.04	24.81	248.81	N 30°22'07" W	173.48
C34	224.03	06°56'23"	1433.20	N 08°15'48" W	6.84
C35	173.59	01°12'57"	322.50	N 41°21'15" W	145.79
C36	6.84	07°41'32"	1086.70		
C37	145.89				

LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- J ● = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 12463"
- D ● = FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "DURTSCHI 5078"
- Z ● = FOUND 2 1/2" ZINC CAP
- ◇ = FOUND 3 1/2" IDAHO STATE HIGHWAY RIGHT OF WAY BRASS CAP
- ⊕ = FOUND 3/4" IRON PIPE
- ⊙ = FOUND 3 1/4" ALUMINUM CAP
- = SET 5/8" X 30" REBAR WITH CAP MARKED "H2 PLS 12110"
- AC ○ = SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "H2 PLS 12110"
- = BOUNDARY LINE
- - - = LOT LINE
- - - = SECTION LINE
- - - = QUARTER SECTION LINE
- - - = EASEMENT LINE
- - - = CENTERLINE OF FRENCH GULCH
- ▨ = WETLAND AREA



LILAC GLEN

BOOK 487C, PAGE 487C
INSTRUMENT # 2773132000

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: THAT LILAC GLEN LLC, CHARLEDA B. FOSS, AND MARALEE O. FOSS ARE THE RECORD OWNERS OF THE REAL PROPERTY ON THIS CERTIFICATION, AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS HEREIN PLATTED, TO BE KNOWN AS LILAC GLEN.

BEING A REPLAT OF A PORTION OF LOTS 1-7 INCLUSIVE OF FOSS ADDITION, ALONG WITH VACATED LILAC LANE AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18 BEARS NORTH 00°48'00" WEST, A DISTANCE OF 2683.50 FEET;

THENCE NORTH 00°48'00" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1324.82 FEET;

THENCE NORTH 89°57'01" EAST LEAVING THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 672.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 90, AND THE POINT OF BEGINNING;

THENCE NORTH 26°55'43" WEST ALONG SAID EASTERLY RIGHT-OF-WAY INTERSTATE 90, A DISTANCE OF 484.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 30°22'07" WEST, A CHORD DISTANCE OF 173.48 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF INTERSTATE 90 AND SAID CURVE TO THE LEFT WITH A RADIUS OF 1433.20 FEET, THROUGH A CENTRAL ANGLE OF 06°56'23", AN ARC DISTANCE OF 173.59 FEET;

THENCE NORTH 33°50'18" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF INTERSTATE 90, A DISTANCE OF 684.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°21'15" WEST, A CHORD DISTANCE OF 145.79 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF INTERSTATE 90 AND SAID CURVE TO THE RIGHT WITH A RADIUS OF 1086.70 FEET, THROUGH A CENTRAL ANGLE OF 07°41'33", AN ARC DISTANCE OF 145.89 FEET;

THENCE NORTH 36°45'09" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF INTERSTATE 90, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE;

THENCE NORTH 89°12'42" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 109.31 FEET;

THENCE NORTH 89°06'51" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 31.87 FEET;

THENCE NORTH 89°19'33" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 24.93 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE;

THENCE NORTH 00°48'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 33.30 FEET;

THENCE NORTH 89°11'43" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 536.31 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD;

THENCE SOUTH 07°54'42" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD, A DISTANCE OF 50.36 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 17°58'47" EAST, A CHORD DISTANCE OF 216.54 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD AND SAID CURVE TO THE LEFT WITH A RADIUS OF 2448.81 FEET, THROUGH A CENTRAL ANGLE OF 51°35'24", AN ARC DISTANCE OF 224.03 FEET;

THENCE SOUTH 43°52'56" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD, A DISTANCE OF 48.05 FEET;

THENCE SOUTH 00°51'05" EAST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD, A DISTANCE OF 416.80 FEET;

THENCE SOUTH 51°37'49" EAST, A DISTANCE OF 210.32 FEET;

THENCE NORTH 89°47'57" EAST, A DISTANCE OF 14.17 FEET;

THENCE SOUTH 00°04'17" EAST, A DISTANCE OF 527.93 FEET;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 149.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 566,219 SQUARE FEET OR 12,998 ACRES, MORE OR LESS.

SUBJECT TO:

EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

UTILITY EASEMENT FOR WASHINGTON WATER POWER COMPANY, AS RECORDED JANUARY 12, 1918 IN BOOK 66 OF DEEDS AT PAGE 199.

UTILITY EASEMENT FOR WASHINGTON WATER POWER COMPANY, AS RECORDED AUGUST 30, 1949 IN BOOK 143 OF DEEDS AT PAGE 175.

INGRESS/EGRESS EASEMENT, AS RECORDED OCTOBER 30, 1954 IN BOOK 158 OF DEEDS AT PAGE 312.

EASEMENTS, DEDICATIONS, CONDITIONS, RESTRICTIONS, NOTES, AND PROVISIONS SET FORTH IN FOSS ADDITION, AS RECORDED IN BOOK 'D' OF PLATS AT PAGE 99.

NEGATIVE EASEMENT FOR THE STATE OF IDAHO, AS RECORDED MAY 21, 1958 IN BOOK 173 OF DEEDS AT PAGE 125.

RELINQUISHMENT OF ACCESS RIGHTS, AS RECORDED MAY 21, 1958 IN BOOK 173 OF DEEDS AT PAGE 125.

UTILITY EASEMENT FOR COEUR D'ALENE HIGHWAY DISTRICT, AS RECORDED AUGUST 10, 1986 IN BOOK 208 OF DEEDS AT PAGE 126.

ANNEXATION AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND LARRY FLUET REVOCABLE TRUST, AS RECORDED OCTOBER 17, 2015 AS INSTRUMENT #2521168000.

CONSOLIDATION OF PARCELS AS RECORDED AUGUST 24, 2016 AS INSTRUMENT #2559609000.

UTILITY EASEMENT FOR THE CITY OF COEUR D'ALENE, AS RECORDED FEBRUARY 20, 2018 AS INSTRUMENT #2632156000.

BE IT FURTHER KNOWN THAT:

RIGHT OF WAY FOR LILAC LANE IS HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE.

A 10' UTILITY EASEMENT ADJACENT TO LILAC LANE, AS SHOWN ON THE FACE OF THIS PLAT, IS HEREBY GRANTED TO THE PUBLIC FOR THE OPERATION AND MAINTENANCE OF UTILITIES.

A PRIVATE SANITARY SEWER, UTILITY, AND MAINTENANCE EASEMENT ON LOT 1 AND LOT 4, BLOCK 2 IS HEREBY GRANTED TO LOT 2 AND LOT 3, BLOCK 2 FOR THE OPERATION AND MAINTENANCE OF SANITARY SEWER SERVICES, AND PUBLIC UTILITIES.

THE STORMWATER, UTILITY AND MAINTENANCE EASEMENTS AS SHOWN ON THE FACE OF THIS PLAT ARE HEREBY GRANTED TO THE CITY OF COEUR D'ALENE.

WATER SERVICES WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SEWER SERVICES WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, AND A REPLAT OF A PORTION OF LOTS 1-7 INCLUSIVE OF FOSS ADDITION, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

Suzanne Metzger
SUZANNE METZGER, AGENT
LILAC GLEN LLC
DATE 8-5-2020

Charleada B. Foss
CHARLEDA B. FOSS
DATE 8-5-20

Maralee O. Foss
MARALEE O. FOSS
DATE 8-5-20

ACKNOWLEDGEMENT

STATE OF Idaho)
COUNTY OF Kootenai)
ON THIS 5 DAY OF August)
BEFORE ME, DANICA RYAN, PERSONALLY APPEARED SUZANNE METZGER, KNOWN OR IDENTIFIED TO ME TO BE THE REGISTERED AGENT FOR LILAC GLEN, LLC.

[Signature]
(NOTARY PUBLIC SIGNATURE)

RESIDING AT Coeur d'Alene, Idaho

DANICA RYAN
NOTARY PUBLIC STATE OF IDAHO
COMMISSION NUMBER 20171065
MY COMMISSION EXPIRES 12-6-2023

ACKNOWLEDGEMENT

STATE OF Idaho)
COUNTY OF Kootenai)
ON THIS 5 DAY OF August)
BEFORE ME, DANICA RYAN, PERSONALLY APPEARED CHARLEDA B. FOSS, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

[Signature]
(NOTARY PUBLIC SIGNATURE)

RESIDING AT Coeur d'Alene, Idaho

DANICA RYAN
NOTARY PUBLIC STATE OF IDAHO
COMMISSION NUMBER 20171065
MY COMMISSION EXPIRES 12-6-2023

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF LARRY FLUET.

THIS 05 DAY OF August 2020, AT 12:10 P. M. AND DULY

RECORDED IN BOOK 487C OF PLATS AT PAGE(S) 487, 487A, 487B, AS

INSTRUMENT NUMBER 2773132000 487C

FEES: \$11.00
Owners: Lilac Glen, LLC, Charleada B. Foss, Maralee O. Foss

BY DEPUTY: M. Lamm

KOOTENAI COUNTY RECORDER: JIM BRANNON
Clerk

COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS' CERTIFICATE HAVE BEEN PAID THROUGH August 31, 2020 THIS 05 DAY OF August 2020.

[Signature]
KOOTENAI COUNTY TREASURER

CITY ENGINEER'S CERTIFICATE

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET ON THIS 11 DAY OF August 2020.

[Signature]
CITY ENGINEER

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.

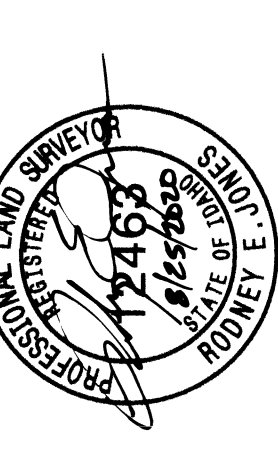
DATED THIS 19th DAY OF August 2020

[Signature]
CITY OF COEUR D'ALENE-CITY CLERK

COUNTY SURVEYOR

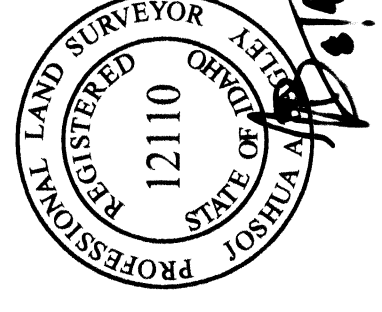
I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET

DATED THIS 25th DAY OF August 2020



SURVEYOR'S CERTIFICATE

I, JOSHUA A. BAGLEY, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED BY THE STATE OF IDAHO AND THAT THIS PLAT, AS DESCRIBED IN THE OWNERS' CERTIFICATE AND ON THE ATTACHED PLAT, WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND CORRECTLY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND VACATIONS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.



PANHANDLE 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 (QPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER EXTENSIONS HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS 5th DAY OF August 2020.

[Signature]
HEALTH DISTRICT SIGNATURE

RESOLUTION NO. 23-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF ARMORCAST METER BOXES FROM H.D. FOWLER CO., INC., FOR THE METER CHANGE OUT PROGRAM.

WHEREAS, the Water Assistant Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the purchase of Armorcast Meter Boxes for the Meter Change Out Program from H.D. Fowler Co., Inc., in the amount of Ninety Thousand Nine Hundred Thirty-Two and 30/100's dollars (\$90,932.30).

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that it is in the best interests of the City and its citizens that the City purchase Armorcast Meter Boxes for the Meter Change Out Program from H.D. Fowler Co., Inc., for the amount of \$90,932.30; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 3rd day of January, 2022.

James Hammond, 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: JANUARY 3, 2023
FROM: KYLE MARINE, WATER ASSISTANT DIRECTOR
SUBJECT: PURCHASE OF METER BOXES FOR METER CHANGE-OUT PROGRAM

=====

DECISION POINT: Should Council approve the purchase of Armorcast meter boxes for the Yardley replacement project from the lowest responsive bidder, H.D. Fowler Co., in the amount of \$90,932.30?

HISTORY: From 1970 to about 1982, the City installed thousands of services throughout the City with a poly pipe called “Yardley.” It turns out that Yardley has a lifespan of a little over 30 years and we are experiencing high volumes of service line breaks. Therefore, the City adopted an annual Yardley replacement project to replace anywhere between 100 and 300 Yardley services a year in order to attempt to minimize the failures.

FINANCIAL ANALYSIS: Three bids were received from local distributors: from H.D. Fowler Co for \$90,932.30; from Ferguson Waterworks for \$94,178.10; and from Consolidated Supply for \$98,041.82. Funding for this project is included in our 2022 – 2023 FY budget with a total line item of \$750,000.00.

PERFORMANCE ANALYSIS: Staff has documented the areas and cataloged most of the Yardley services within the City limits and utilizes documented areas of failure along with chip seal and street overlay areas to determine the best location for this year’s Yardley replacement.

DECISION POINT/RECOMMENDATION: City Council should approve the purchase of Armorcast meter boxes & lids from the lowest responsive bidder, H.D. Fowler Co, in the amount of \$90,932.30.

NOTICE OF AWARD

DATED 12-27-22
TO: H.D. Fowler Co.

ADDRESS:2602 W Hayden Ave.
Hayden, ID 83835

CONTRACT FOR: **Purchase of meter boxes for Meter Change out Program.**

You are notified that your Quota dated (December) (16th), 2022 is the lowest responsive quote for the above listed purchase/rental and have been awarded a contract for the purchase of meter boxes for meter change out program. Quote#: Q501497

The Contract Price of your contract is: **\$90,932.30**
Total \$90,932.30

Within ten days after the "Notice of Award", OWNER will return to you one fully signed photographic copy of the Agreement with the Contract Documents attached.

CITY OF COEUR D’ALENE
(OWNER)

ACCEPTANCE OF AWARD

H.D. Fowler Co.
(CONTRACTOR)

BY: _____
(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

Assistant Director
(TITLE)

(TITLE)

(DATE)

OTHER BUSINESS



PAID

APPEAL APPLICATION

NOV 10 2022

CITY OF COEUR D'ALENE

STAFF USE ONLY

Date Submitted: _____ Received by: _____ Fee paid: _____ Project # _____

REQUIRED SUBMITTALS

Action Appeal Fee: \$200.00

Administrative Appeal: \$100.00

A **COMPLETE APPLICATION**, as determined by the Planning Department, is required at time of submittal. Application forms can be obtained at <http://cdaid.org/1105/departments/planning/application-forms>.

DEADLINE FOR SUBMITTALS

The completed form must be submitted to the Planning Department not later than ten (10) days following the date of the decision, administrative action, or interpretation to be appealed. 15

- Completed application form
- Information that may be required to facilitate review
- Fee \$200.00/\$100.00

NATURE OF APPEAL:

PROJECT NAME: <i>Garden Lofts and Townhouses</i>
ADDRESS: <i>along Garden Ave between 1st St and 2nd St</i>
DATE OF DECISION OR OTHER ACTION: <i>October 27, 2022</i>
PROJECT NUMBER:

- Appeal of Design Review Commission's decision, administrative action, or interpretation (Action Appeal)
- Appeal of Planning Commission's decision, administrative action, or interpretation (Action Appeal)
- Appeal of Planning Department's decision, administrative action, or interpretation (Administrative Appeal)

APPELLANT INFORMATION:

**Please attest that you have standing to appeal the project. This means that you are: 1) a resident of the City of Coeur d'Alene; 2) a person having an interest in real property in the City of Coeur d'Alene; and/or 3) a person with an interest in real property located within three hundred feet (300') of the external boundaries of the land subject to the decision or other action.*

NAME: <i>Jacquelyn Doyle</i>		
MAILING ADDRESS: <i>121 E Garden Ave.</i>		
CITY: <i>Coeur d'Alene</i>	STATE: <i>ID</i>	ZIP: <i>83814</i>
PHONE: <i>509) 492-7774</i>	EMAIL: <i>jackieinman@gmail.com</i>	

509) 492-7774

APPLICATION INFORMATION:

PROPERTY OWNER: 512 North 1st, LLC		
PROPERTY ADDRESS: 840 Sante Fe Drive		
CITY: Denver	STATE: CO	ZIP: 80204
PHONE: N/A	FAX: N/A	EMAIL: N/A

APPEAL JUSTIFICATION:

State specifically the nature of the appeal.

You must state specifically your objection(s) to the decision or other action, stating whether you believe there was an abuse of discretion and/or whether you believe the decision or other action was not supported by the evidence. You must include any information that supports your contentions in order to facilitate review. Please fill out all boxes below.

1. State the basis of your appeal (abuse of discretion, lack of evidence, etc.): (Required)

1.	Design Review decision is invalid - only 4 members present	
2.	Abuse of discretion - FAR bonuses	
3.	Property Lines for Condos	5 changed to 4
4.	Parking Calculations	in 2016
5.	Ø snow easement	Ord. 3537
6.	Massing basic guideline	2,98,050 (A)
7.	Density for DO-N ignored	
8.	4% outdoor space for tents ignored.	

2. Identify the decision or action you believe was in error: (Required)

1.	A quorum for the purpose of rendering a decision shall be five members
2.	3 bonuses increases building 17000 → 34000 sq-ft. Public art, public space, brick & stone ignored
3.	Property lines consistent, mislead DRC N & South, Alley to Garden St.
4.	Review condo blueprints of "1" bedroom, 2 bath + 1 den, actual 2 bedrooms

3. State the information that supports your appeal (e.g., evidence of record that does not support the decision, findings, etc.):

1.	See Attachment #1
2.	See Attachments #3, #4, #5
3.	Request proper property subdivision lines. Alley to Garden St.
4.	Review Condo blueprints, parking calculations
5.	Request City Engineer to review.
6.	Massing basic guidelines ignored. Review
7.	Density for DO-N ignored. Review
8.	4% outdoor minimum requirement ignored. Review

Attach # 2

I, Jacquelyn Doyle certify that I have standing to appeal the decision.
(Name of Appellant)

Dated this 10 day of November, 2022.

Jacquelyn Doyle
Signature

Subscribed and sworn to before me this 10th day of November 2022

A Patterson

Notary Public for State of Idaho

Residing at: CDA, ID

My commission expires: 9-27-27



Section 1

Design Review Board Established

Composition of the Board

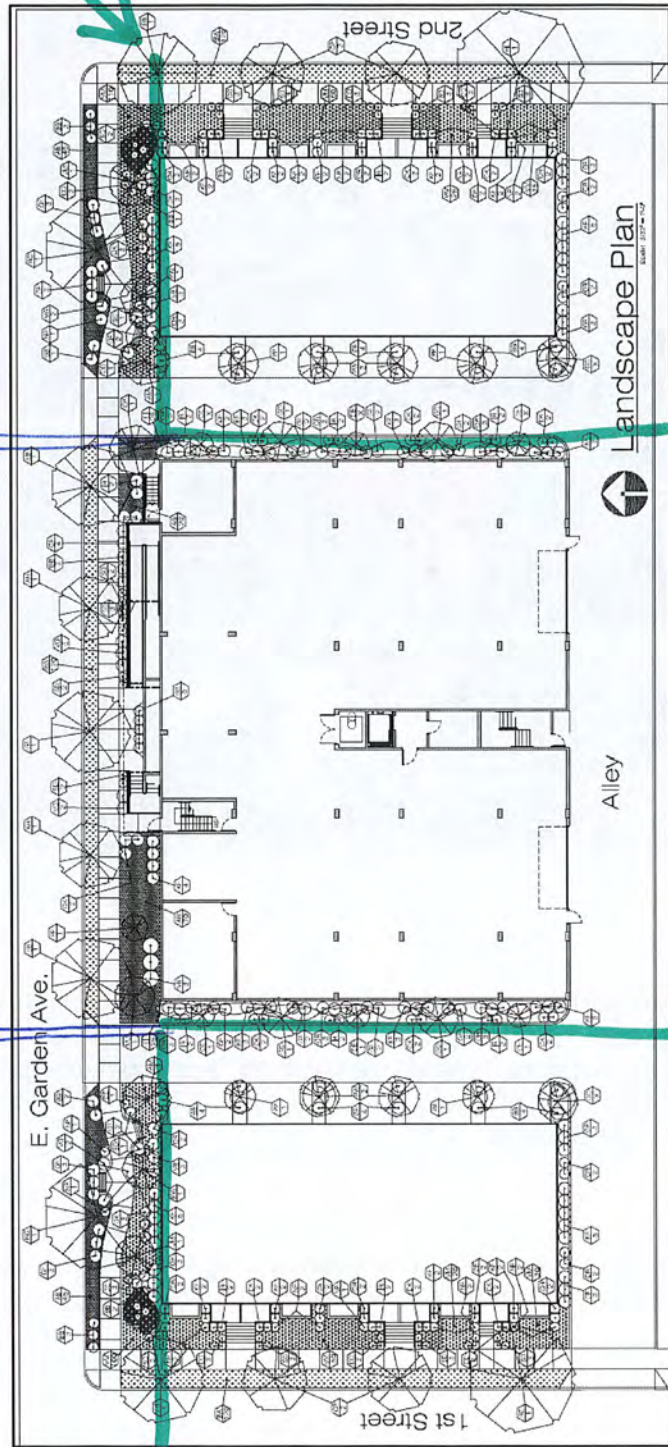
The Design Review Board shall consist of eight (8) members with the following attributes

- Two representatives of the Planning Commission.
- One registered architect, licensed in the State of Idaho.
- One person, being licensed in building design or site design ie Landscape architecture, who resides within the city limits.
- One person who is in the real estate or development industry.
- One person who resides within any of the districts under the purview of design review.
- One citizen.

In addition, there shall be at least two" standing alternates," possessing any of the attributes above, who would be available in the event that one of the regular members is absent or must be recused from the review process due to a conflict of interest

A quorum for the purpose of rendering a decision shall be five members. However, the Board may hold a meeting with only four members present.

LANDSCAPE PLAN:



Property Line Appeal
 (a) suggested here for various

Request Property lines consistent

25-01-2022

Miller
Stauff
L1.2

PLANT LIST:

						
Variegated Boxwood	Velvet Green Boxwood	Stella Daylily	Double Orange Daylily	Foerster's Reed Grass	Goldflame Spirea	Double Knock Out Rose
						
Icecap Rose	Nepeta Furrisian Blue	Nepeta Picture Perfect	LIP Miss Sunshine Blubrd.	Ajuga Blue Bugle	English Ivy	Orange Rocket Barberry
						
Armstrong Maple	Parkland Pillar Birch	Chanticleer Pear	Robinson Crabapple	Honeylocust	Tricolor European Beach	Periwinkle
						
Jane Magnolia Tree	Goldenchain Tree	Coral bark Japanese maple	Donnasofie Columnar Elm	American Hornbeam	Purple Wisteria Tree	Blarwinels Crabapple

MILLER STAUFFER
ARCHITECTS
PLANNERS
LANDSCAPE ARCHITECTS

Plant List
Design Development
10.10.2022

East Garden Ave Development
105 E. Garden Ave.
Coeur d'Alene, ID 83814

L1.2

STAFF EVALUATION

The DRC should provide input on the proposed design and identify any needed changes to the proposed project. The Design Review Commission must determine, based on the information before them, whether the proposed project meets the required Downtown Overlay North Guidelines and Standards, where applicable. Specific guidelines that meet or do not meet the guidelines should be stated in the Record of Decision.

FINDINGS OF FACT:

The Design Review Commission accepts the facts outlined in the staff report, public testimony and the evidence list. All adopted city ordinances, standards and codes were used in evaluating the application.



REQUESTED F.A.R. DEVELOPMENT BONUSES: GARDEN LOFTS

GARDEN AVENUE LOFTS DEVELOPMENT INTENSITY BONUSES



DEVELOPMENT BONUS - MAJOR AMMENITY 2b - PUBLIC ART OR WATER FEATURE (+0.5 FAR)

To qualify for this bonus the feature must be appraised at a value that is at least 1% of the value of building construction costs. Documentation of building costs and appraised value of the art or water feature shall be provided

DESIGN INTENT:

This project has dedicated 10 feet adjacent to the right-of-way along Garden Avenue to create an enhanced landscape designed to elevate the public pedestrian experience, accessible 24/7. At each end of this public space at the prominent street corners, basalt column fountains will be installed. The installation will include multiple basalt columns, decorative stone and plantings with accent lighting. Sculptural, kinetic art may also be incorporated into the design.

SAMPLE IMAGERY:



8-27-2022

GARDEN AVENUE LOFTS DEVELOPMENT F.A.R. BONUSES:



Review FAR requirements

GARDEN AVENUE TOWNHOMES DEVELOPMENT F.A.R. BONUSES:



GARDEN AVENUE TOWN HOMES DEVELOPMENT INTENSITY BONUS



DEVELOPMENT BONUS - MINOR AMMENITY 1e - UPGRADED MATERIALS ON BUILDING (+0.2 FAR)

Use of brick and stone on the building facades that face streets.

DESIGN INTENT:

Garden Avenue Lofts and Town Homes will be designed with clean, contemporary aesthetics. The development will utilize upscale building materials such as steel, wood, modern panel systems with architectural reveals and concrete with expansive windows and generous decks. While this bonus is only being pursued for the town homes, they will compliment the upscale materials that will also be used on the lofts to create a cohesive, high-end development across the entire block.

SAMPLE IMAGERY:



6 FAR

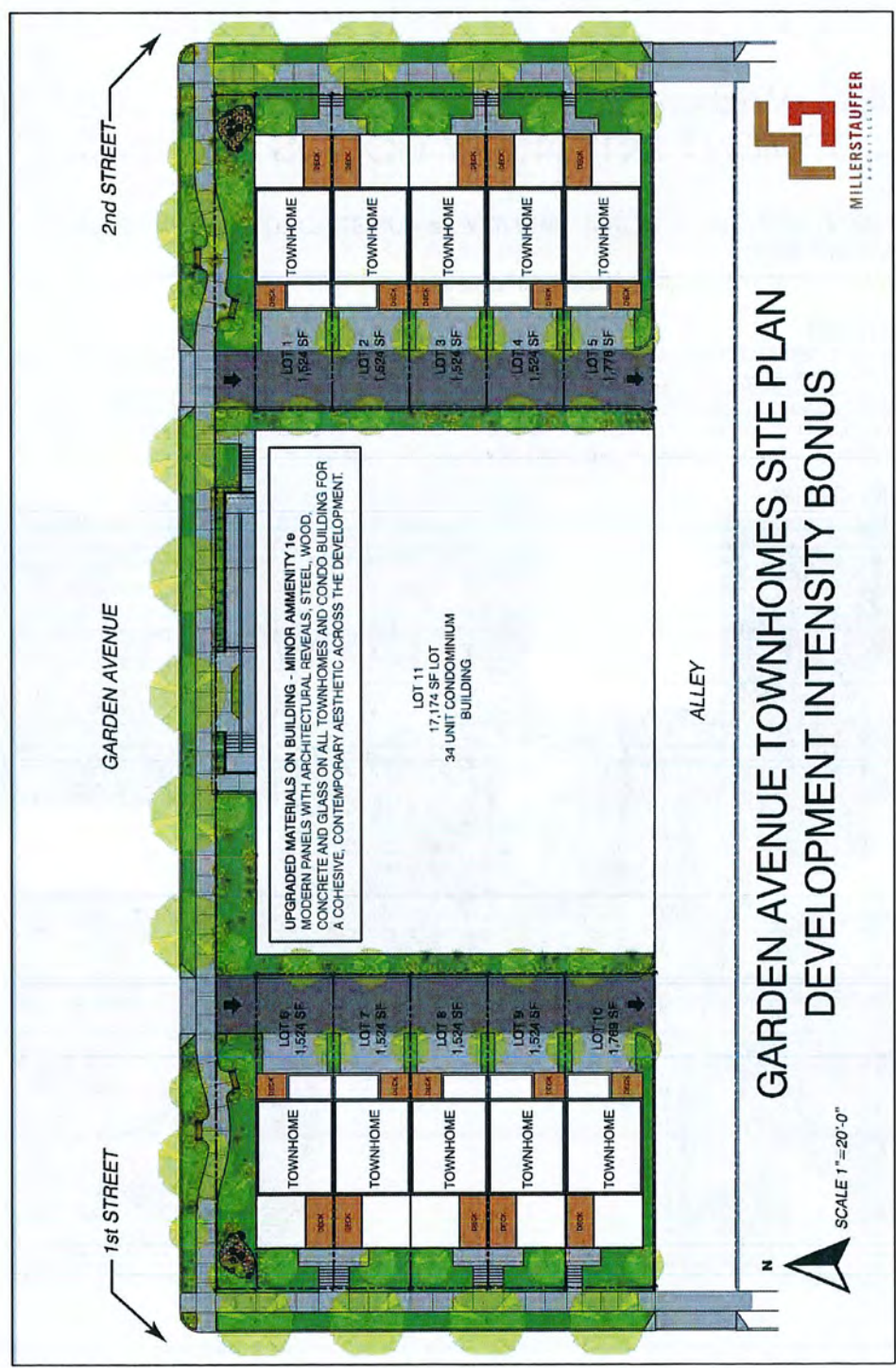
→ street engineering ←

→ Randy



Office use only #4

GARDEN AVENUE TOWNHOMES DEVELOPMENT F.A.R. BONUSES:



IV DEVELOPMENT INTENSITY

Forester. The number of trees preserved in order to satisfy this criteria is left to the Discretionary review process.

2. Major Amenities:

Each amenity in this subsection may allow an increase of .5 FAR from the Basic Allowable FAR up to the maximum allowable FAR.

a. Exterior Public Space:

To qualify for this bonus the space must be available for public use from 7am to dusk. The space must be an area equal to **at least 2% of the total interior floor space of the development** and No dimension shall be less than 8 feet. Landscaping, textured paving, pedestrian-scaled lighting, and seating must be included.

b. Public Art or Water Feature:

To qualify for this bonus the feature must be appraised at a value that is at least 1% of the value of building construction costs. Documentation of building costs and appraised value of the art or water feature shall be provided.

c. Through-Block Pedestrian Connection:

To qualify for this bonus the walkway must be at least 6 feet wide and allow the public to walk between a street and an alley or another street. The walkway must be flanked with plantings and pedestrian-scaled lighting.

d. Below-Ground Structure Parking:

To qualify for this bonus all required parking must be contained within a structure that is below grade.

ALL OVERLAY DISTRICTS

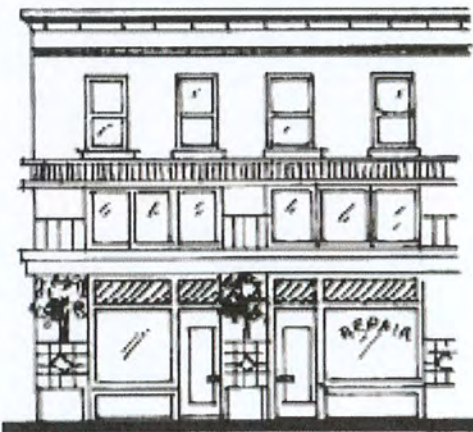
L. MASSING: BASE/MIDDLE/TOP

In order to reduce the apparent bulk of multi-story buildings and maintain pedestrian scale by providing a sense of "base," "middle," and "top," the following guidelines must be met:

1. Top:
The "top" of the building shall emphasize a distinct profile or outline with elements such as projecting parapets, cornices, upper level setbacks, or pitched rooflines.
2. Middle:
The "middle" of the building must be made distinct by change in material or color, windows, balconies, step backs, or signage.
3. Base:
Buildings shall have a distinct "base" at the ground level, using articulation and materials such as stone, masonry, or decorative concrete. Distinction may also be defined by the following:
 - i) windows
 - ii) details
 - iii) canopies
 - iv) bays
 - v) overhangs
 - vi) masonry strips & cornice lines



- i) windows
- ii) details
- iii) canopies
- iv) bays
- v) overhangs
- vi) masonry strips & cornice lines



Commercial or Mixed-Use



Staff Evaluation:

Hilary Patterson, Community Planning Director has reviewed and recommended approval of the applicant's F.A.R. request for the 34-unit loft project and have determined that they meet the required amenities under each of the requested development bonuses.

Major Amenities: Public Art or Water Feature (0.5); Public Space (0.5); The project qualifies for a total allowable F.A.R of 2.0

The Community Planning Director also reviewed and recommended approval of the applicant's request for the requested F.A.R. Bonus request for the ten (10) townhome units for:

Minor Amenities: Upgraded Building Materials (0.2) The applicant proposed upgraded materials on the townhome buildings totaling a .2 F.A.R. The entire development (townhomes and condos) will all utilize the upgraded building materials, but the applicant did not need to pursue the bonus for the condo FAR.

SITE PHOTOS:

SITE PHOTO - 1: View along Second Street looking west at the subject the property. There is an 8-unit townhome complex in the photo on the north side of Garden.



512 N 1st St LLC

33k sq ft

SITE PHOTO - 2: View from the corner of Garden and 2nd Street looking southwest at the subject the property.



SITE PHOTO - 3: View looking west along Garden Avenue with the subject property on the left:



VI PARKING STANDARDS

17.07.930: Parking Standards:

A. Residential Uses:

The parking requirements for residential uses within the Infill Districts shall be as follows:

Residential Type	MO and DO-E Districts	DO-N District
Elderly Housing	.5 spaces per unit	.5 spaces per unit
Studios	1.0 space per unit	1.0 space per unit
One Bedroom	1.0 space per unit	1.0 space per unit
Two Bedrooms	1.75 spaces per unit	1.5 spaces per unit
Three Bedrooms	2.5 spaces per unit	2.0 spaces per unit
Four or More Bedrooms	1.0 space per bedroom	1.0 space per bedroom

B. Commercial and Other Uses:

1. General Requirement:

For commercial and other non-residential uses, one off-street parking stall shall be provided for each 330 square feet of interior floor area.

2. Exception:

Restaurants with more than 1,000 square feet shall provide one stall per each 200 square feet of interior floor area.

C. Shared Parking:

If different uses within a development share parking, the Planning Director may reduce the total amount of required parking by up to 20%.

Hello,

My name is Jacquelyn Doyle and I am a business owner and resident of this community; in fact I live adjacent to this proposed development. I am thrilled that an owner has decided to invest in the property that has been neglected and turned into an overflow parking lot covered in weeds. However, this development seems to be out of touch with the community and neighborhood in which it is proposed.

In the Downtown Overlay District -North, the zoning, guidelines and standard for this property, it is intended to act as a transition between downtown core and the neighboring single family residential homes to the North. The proposed property shares an alley with a designated historic place, the Roosevelt Inn, a staple of the community that will stay throughout any changes and new developments. Surrounding this site are single family residential, small 8 unit multi-family dwellings, small scale commercial, townhomes, and the iconic hitching post.

The scale of the design far exceeds any development surrounding it in all directions. The neighboring zoning allows 17 units per acre, with this site being about $\frac{3}{4}$ of an acre it would only allot for less than 13 units. Adjacent blocks have 9 dwellings in the same area, allowing for landscaped spaces, access to daylight, open green spaces, and intentional design aesthetics. With the proposed 44 dwelling design, it more than triples the density allowed on any other half block within this community, lacking resident access to open spaces and quality of life design. The design lacks the effect of a transition within this community, that it is not directly adjacent to any Downtown Core Properties.

I would like to bring to the attention of the board and members of this community are the 3 FAR bonuses that the development is banking on to get larger and more expansive buildings to fit on this site. The first proposed FAR bonus for exterior public space provides nothing above the minimum required setback and general landscape standards that are already required for the site per the zoning code and district design guidelines. The Infill Overlay District -North Setback guideline reads, "In order to create a lively, pedestrian friendly sidewalk environment, with space for gardens, steps, stoops, and walkways that create a transition between sidewalk and dwellings, the setback from the edge of the public right of way should be at least 10 feet and no more than 20 feet." General Landscaping from the same set of guidelines reads "All areas of the site being developed that are not otherwise devoted to site improvements shall either be planted and/or maintained with plant material meeting the requirement of this section". These are the minimum requirements from the district design standards and regulations.

The description for this project reads "The project has dedicated 10 feet adjacent to the public right-of-way along Garden Avenue to create an enhanced landscape design to elevate the public pedestrian experience, accessible 24/7. ..." This 10 feet adjacent to the public right of way is the minimum required per the zoning overlay of the site, therefore the proposed plan

does not exceed or provide any additional space that is already the minimum setback and general landscaping requirements beyond a park bench and irregular sidewalk jog. I would like to point out that most of the space within the setback is planted, there is very little space that is accessible to the public beyond the look of an eye.

Within this setback area is yet another additional proposed FAR bonus of public art or water feature; which seem largely under sized given the substantial development and size of the project. The public art is only calculated off the condos and neglects the scale of the full site development of the additional 10 4-story townhomes. Please see the photo provided in the guidelines for general landscape (Section VII A.) and note the precedent photos of this project (page 6), and how the proposed project provides nothing that exceeds or adds any design elements or public space to this project not already required.

For the townhouse development request an FAR bonus for upgraded materials on the building exterior. In the guidelines for this bonus, it reads "Use of brick and stone on the building facades that face streets" The project description reads "Garden Avenue Lofts and Town homes will be designed with clean, contemporary aesthetics. The development will utilize upscale building materials such as steel, wood, modern panel systems with architectural reveals and concrete with expansive windows and generous decks. ..." The two materials listed for this FAR bonus are not a part of the project's material description and therefore do not meet the requirements for this FAR bonus. Additionally the precedents do not match the native environment that makes up North Idaho. The precedents shown are from warm, arid, desert environments that do not reflect the community, surrounding, or location of this project. It does not meet design standards, which are to complement the visual character and the nature of the city.

I would like to voice my concern for the condominium unit design. How is it that the smallest units within each floor plate have the largest bedroom counts when it appears ¼ of the unit is an interior hallway? There is 0 outdoor community space for the members of the condominium development to utilize, leaving the concern of people turning their "generous decks" into storage spaces for BBQs, and storing outdoor equipment, which is unsightly and within the public view facing the streets. Outdoor recreational equipment such as bikes, kayaks, floatation devices, skis or snowboards; are a vital part of enjoying the local amenities that make Coeur D'Alene an amazing place to live and explore.

In addition to building design, site and landscape design does not seem to address one of the most important factors in North Idaho, snow. The overall lot coverage of the condominium building, and 10 townhomes leaves a lack of pervious surface on the site. In North Idaho snow accumulates, which requires the need to be plowed and stowed until it can melt. Within the site there appears no designed landscape to accommodate the snow accumulation on driveways, drive aisle, sidewalks, and alleyways as designed; how will this be accommodated, without impacting the public right of way? Vehicular access to assigned parking spots for the members of this development is vital, as parking on the street is constantly full and will street will lose parking spaces with the two new driveway on Garden Ave. This neighborhood cannot accommodate the vehicles of over 60 residents or their guests at any time throughout the year.

The Infill Overlay District is to encourage infill development while protecting the surrounding neighborhoods, the regulations and design standards read "It is the intent of these development standards to encourage a sensitive form of development and to allow for a reasonable use that complements the visual character and the nature of the city." This project does not reflect this neighborhood or provide a transition to the purely residential areas surrounding it, that I and many others call home.

Please consider the Bonus FAR carefully, to reduce the total building area, unit count, and to enhance the design to livable spaces. This proposed project provides no benefit to the neighborhood, only acts as a 3 block lock masses that does not reflect this community or Coeur D'Alene. I would like to reiterate, I am thankful someone is willing to invest within our community, but the project needs to respond and enhance the neighborhood, not overwhelm, and lose the character and nature of this neighborhood and the city of Coeur D'Alene. Thank you for your time and listening to my voice, a member of this community that will be directly impacted by this project.

Garden Lofts and Townhomes

CDA & KINGS ADD, LTS 1,2,3,4,5,6 BLK 15 1350N04W

NARRATIVE:

The Garden Lofts is a modern 34-unit residential condominium building boasting large outdoor decks and expansive glazing that will front Garden Avenue. A secure, structured parking garage will be located below the condos and accessed from alley between 1st and 2nd Street. The condominium building will be flanked by townhomes on each side that will front 1st and 2nd Streets. Each townhouse structure will consist of five units (10 total) with private garages accessed off a drive aisle between Garden Avenue and the alley.

The site is located on a 33,000 SF parcel along Garden Avenue between 1st Street and 2nd Street with an alley along the south property line. The Roosevelt Inn bed and breakfast lies to the south, along with an 8-unit apartment complex. To the north are two single family homes and seven townhomes. To the west are the Hitching Post and a commercial office building and to the east lies single structure with four living units.

The total allowable floor area for the condominium site is 34,350 SF (17,175 SF x 2 FAR). The total net floor area of the condo project will be approximately 32,000 SF. The building consists of three floors of residential units above a structured parking garage for a total of four stories. The total building area, including the parking, mechanical spaces, elevator, stair shafts and common areas is 49,235 SF. See attached Floor Area Summary for total areas of each use. The building height will be 39'-6" with the top of the elevator shaft extending to 43'-6", under the 45'-0" max height limit. Building amenities will include a large covered entrance, secure parking and a fitness center.

The townhomes will each sit on a 1,524 SF lot, with the two most southern townhome lots being slightly larger to accommodate a planting buffer between the building and alley. Each townhome will be four stories with a two-car garage off an access drive aisle at the rear. Each unit will house 3 bedrooms, 3 1/2 baths, with a back deck off the kitchen and a recreation room and large roof deck on the fourth level. Total building height for the townhomes is 40'-0".

The project meets each applicable design guidelines and design standards and has no design departures.

CONCLUSIONS OF LAW:

The Design Review Commission has the authority to hear this case and order that it will be approved/approved with conditions, or recommended for an Optional Second Meeting. The public notice requirements were met and the hearing was conducted within the guidelines of applicable Idaho Code and City ordinances.

RECORD OF DECISION:

Based on the Findings of Fact and Conclusions of Law, the Design Review Commission hereby orders that Item DR-3-22, a request by Monte Miller, Miller Stauffer Architects on behalf of 512 North 1st LLC for a First Meeting with the Design Review Commission for a 34-unit condominium building with structured parking and two five-unit (5) townhomes buildings on Garden Avenue between First and Second Street, Coeur d'Alene, Idaho is approved/approved with conditions or requires an Optional Second Meeting.

PROPOSED CONDITIONS (if approved):

1. The proposed design shall be substantially similar to those submitted with Item DR-3-22.

17.03.325: COMPLIANCE WITH STANDARDS AND GUIDELINES:

The applicant has the obligation to prove that the project complies with the adopted design standards and guidelines, which serve as the basis for the design review. The design review commission may not substitute the adopted standards and guidelines with other criteria of its own choosing. Nor may it merely express individual, personal opinions about the project and its merits. Nevertheless, it may apply its collective judgment to determine how well a project comports with the standards and guidelines and may impose conditions to ensure better or more effective compliance. It also must be recognized that there will be site specific conditions that need to be addressed by the commission as it deliberates. The commission is authorized to give direction to an applicant to rectify aspects of the design to bring it more into compliance. The commission is authorized to approve, approve with conditions or deny a design following the Optional Second Meeting with the applicant. (Ord. 3328 §15, 2008; Ord. 3098 §5, 2003)

ACTION:

The Design Review Commission will provide feedback to the applicant and staff on how the applicable design guidelines affect and enhance the project. The Design Review Commission can render a decision and approve or approve with conditions the proposed project, or may suggest changes or recommendations to the proposed project and require an Optional Second Meeting.

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 3, 2023

FROM: TAMI STROUD, ASSOCIATE PLANNER; RANDY ADAMS, CITY ATTORNEY/LEGAL SERVICES DIRECTOR

SUBJECT: APPEAL OF JACQUELYN DOYLE FROM DRC DECISION

DECISION POINT: Should the City Council affirm or reverse the Design Review Commission (“DRC”) decision approving a condominium/townhome project (DR-3-22), or return the matter to the DRC for further proceedings?

HISTORY: On or about August 4, 2022, Monte Miller, Miller Stauffer Architects, on behalf of the property owner, 512 N. 1st, LLC, filed an application for Design Review, requesting approval of a 34-unit condominium building flanked by two 5-unit townhomes, “The Garden Lofts,” (hereinafter referred to as the “Project”). Design Review was required for this Project pursuant to Municipal Code § 17.09.320. The Project is located on six vacant lots between 1st Street and 2nd Street on the south side of Garden Avenue, which lots are zoned Downtown Core (“DC”) and located in the DO-N infill overlay district. Parking for the condominium is to be below the building, with access from the alley between 1st Street and 2nd Street, and private garages will be provided for the townhomes. The applicant sought Floor Area Ratio (“FAR”) bonuses for Exterior Public Space (.5) and Public Art/Water Feature (.5) for the condominium building, and a FAR bonus for Upgraded Building Materials (.2) for the townhomes. The height of the condominium building is 39 feet 6 inches, with the top of the elevator shaft being 43 feet six inches above grade, and the height of the townhomes is 40 feet. The maximum height in the DO-N infill overlay district is 45 feet. No design departures were requested. The DRC conducted the first meeting on the application on October 27, 2022, and approved the Project without requiring the optional second meeting.

CONDUCT OF THE APPEAL: The Council’s review of a DRC decision shall be based only on the record that was developed before the DRC. No new evidence or materials may be presented to Council at the time of the hearing on the appeal. Municipal Code § 17.09.340(B). No general public testimony will be taken at the hearing. Municipal Code § 17.09.340A(C). The appellant has the burden of showing, by a preponderance of the evidence, that an error was made by the DRC *and* that the appellant was prejudiced by the DRC’s error. Objections to the development in general, or to its height, intensity, parking, or traffic impacts *are not grounds for redress on appeal because they are not design review criteria*. Basic zoning standards and allowances embodied within the code *shall be presumed to be correct and are not subject to the appeal. Factual findings by the Commission will be accepted by the Council if they are supported by substantial evidence*. A preponderance of the evidence means that something is more likely than not.

ISSUES ON APPEAL: The appellant, Jacquelyn Doyle, testified at the first meeting and filed this appeal. She raises eight issues on appeal: (1) lack of a quorum at the DRC meeting; (2) abuse of discretion regarding application of the FAR bonuses; (3) misrepresentation of the property lines to the DRC; (4) a mistake in calculation of required parking; (5) the lack of a snow easement; (6) violation of the massing basic guideline for the infill overlay district; (7) violation of density in the DO-N infill overlay district; and (8) failure to require 4% outdoor space for the tenants. Items 4 and 5 were not within the purview of the DRC and cannot be addressed in this appeal.

STAFF ANALYSIS: The DRC was established by the City to review certain projects in order “to ensure conformity to the adopted standards and guidelines.” M.C. § 17.09.335. In addition, Municipal Code § 17.09.315(B) provides that no public comment will be allowed before the DRC “on matters which cannot be modified by the Commission, including, but not limited to, basic zoning requirements, FAR, building height, density, or use.” Finally, Municipal Code § 17.09.330 provides, in part: “The Commission shall apply the collective judgment of its members *to determine how well a project comports with the adopted standards and guidelines*, and it may impose reasonable fact-based conditions *to ensure better or more effective compliance with those standards and guidelines*. The Commission may also exercise discretion *to reconcile the adopted standards and guidelines* with site specific conditions in order to meet the intent of the Zoning Code. During the design review process, the Commission is authorized to give direction to an applicant to modify aspects of the project design *for the purpose of assuring compliance with the standards and guidelines*.” In other words, the DRC is concerned with the standards and guidelines adopted by Council. Not every aspect of a project falls within the ambit of the DRC’s authority.

The appellant’s appeal is not entirely clear on each issue she raised. To the extent staff understands the bases of the issues, they will be addressed below.

1. Quorum. The handout on the Design Review Process states: “A quorum for the purpose of rendering a decision shall be five members.” This handout, however, has not been updated to account for a Code amendment which occurred in 2016. Ordinance No. 3537 was adopted on May 3, 2016, and changed the quorum for the DRC from five members to four members. This change is reflected in the current published code as § 2.98.050(A). Four members of the DRC participated in this matter. Therefore, the meeting met the current Code requirement for a quorum and the appeal on this issue should be denied.

2. FAR Bonuses. The Municipal Code provides:

“Floor area ratio” is a method of calculating allowable floor area. The FAR allowed in the applicable zoning or overlay district multiplied by the parcel size (in square feet) equals the amount of allowable floor area that can be built. “Parcel size”, for the purposes of this definition, is *the total contiguous lot or lots under common ownership. FAR includes all structures on a site.* [Emphasis added.]

Municipal Code § 17.02.055(F). For residential use in the DO-N infill overlay district, the FAR is 1.0 and can be increased with bonuses to 2.0. *See* Municipal Code § 17.07.920(A)(1). The allowable floor area excludes those areas dedicated to parking, elevator/staircase/mechanical spaces, and exterior decks/porches/arcades. *See* Municipal Code § 17.07.920(A)(2)(c).

The size of the subject parcel(s) is .76 acres or approximately 33,106 square feet, which means that structures could be built on the Property with a maximum of 33,106 square feet in floor area *without bonuses*. The total proposed floor area of the three structures is approximately 47,507 square feet, which is 1.44 times the basic allowance. The Municipal Codes provides that the “planning director may authorize an increased FAR (FAR bonus) for those developments that incorporate amenities listed in this subsection so long as the proposed amenity satisfies its design criteria and serves the intended purpose in the proposed location.” *See* Municipal Code § 17.07.920(B). An aggrieved party can appeal the planning director’s decision. *See* Municipal Code § 17.07.920(B). The appellant did not appeal the planning director’s decision. Instead, she is attempting to appeal the FAR bonuses by appealing the DRC approval of the Project. Pursuant to Municipal Code § 17.09.125(B), an appeal must be filed within fifteen (15) days of the date of the decision. Because the appellant did not appeal the planning director’s decision, her appeal on the issue of the FAR bonuses is untimely and could be rejected.

However, it is unclear whether the appellant was given notice of the Planning Director’s decision. If she was not given notice, Council may wish to decide this issue on its merits. To that end, staff notes that FAR bonuses were provided to increase the FAR to the maximum allowed in the DO-N infill overlay district (2.0 times the basic allowance). This increase would allow the applicant to build structures with a combined floor area of 66,212 square feet. As noted above, the proposed structures are substantially smaller in size (no more than 47,507 square feet). Therefore, only one of the requested .5 bonuses would be required in order to allow the applicant to build the proposed structures.

The first bonus of .5 FAR was allowed for “Exterior Public Space.” Municipal Code § 17.07.920(B)(2)(a) provides that to be entitled to this bonus

the space must be available for public use from seven o’clock (7:00) A.M. to dusk. The space must be an area equal to at least two percent (2%) of the total interior floor space of the development and no dimension shall be less than eight feet (8’). Landscaping, textured paving, pedestrian scaled lighting, and seating must be included.

The application stated:

This project has dedicated 10 feet adjacent to the right-of-way along Garden Avenue to create an enhanced landscape designed to elevate the public pedestrian experience, accessible 24/7. Sidewalks meander through thoughtfully selected trees, shrubs, flowers and groundcover with plant informational plaques along the path and seating niches highlighted with pavers beneath. Two percent of the total interior floor space of 34,194 SF is 684 SF. As designed, the dedicated public space amounts to approximately 1,280 SF.

By the City's calculation, the floor area of all the structures on site is 47,507 square feet. Thus, 950 square feet of exterior public space, at least eight feet in width is required to qualify for the bonus. The plan calls for landscaping, textured paving, pedestrian scaled lighting, and seating, with a total of 1,280 square feet of public space. Therefore, the criteria for this FAR bonus have been met.

As noted, no other FAR bonuses are required for this Project. However, a second bonus of .5 FAR was requested and allowed for "Public art or water feature." Municipal Code § 17.09.920(B)(2)(b) states that to qualify for this bonus, "the feature must be appraised at a value that is at least one percent (1%) of the value of building construction costs. Documentation of building costs and appraised value of the art or water feature shall be provided." The application stated: "At each end of this public space at the prominent street corners, basalt column fountains will be installed. The installation will include multiple basalt columns, decorative stone and plantings with accent lighting. Sculptural, kinetic art may also be incorporated into the design." The record does not contain the required documentation for construction costs or value of the artwork, although the applicant discussed these costs and the value verbally with staff and staff was assured that the proposal met the requirements. Therefore, if Council determines that this bonus is needed for the Project, Council would have to reverse the DRC decision or send the matter back to the DRC for further findings.

Finally, the appellant contends that the DRC abused its discretion by allowing a FAR bonus of .2 for "Upgraded materials on building: Use of brick and stone on the building facades that face streets." Municipal Code § 17.07.920(B)(1)(e). This bonus is also not required for the Project to proceed. Nevertheless, the applicant requested this FAR bonus for upgraded building materials on the two townhomes. Specifically, the applicant stated: "Modern panels with architectural reveals, steel, wood, concrete and glass on all townhomes and condo building for a cohesive, contemporary aesthetic across the development." The appellant argues that this bonus is only available if the applicant is using "brick and stone" and no other materials would qualify. Municipal Code § 17.07.920(B) states that the "planning director may authorize an increased FAR (FAR bonus) for those developments that incorporate amenities listed in this subsection *so long as the proposed amenity satisfies its design criteria and serves the intended purpose in the proposed location.*" The term "amenities" is not defined in the Code and, therefore, the customary, usual definition would apply. "Amenity" is defined to mean "something that helps to provide comfort, convenience, or enjoyment." The question is whether the description of each amenity in the Municipal Code is intended to be precise and exclusive or merely an example.

In order to limit this particular bonus to brick and stone only, one would have to interpret the section literally, word for word. The phrase used is "brick *and* stone." A literal reading would be that the bonus is given only if *both* brick *and* stone were used on a building. This does not seem to be a reasonable interpretation. Rather, given that the general purpose of the bonuses is to satisfy the design criteria and serve the intended purpose in the proposed location, some leeway should be allowed in determining what are "upgraded materials." Furthermore, other projects in the Downtown Core have been approved by the DRC with upgraded materials that are not brick and/or stone.

If it is determined that the .2 FAR bonus for “Upgraded Materials on Building” is necessary, the DRC found, and staff believes, that the intent of the bonus has been met and the appeal on this issue should be denied.

3. Property Lines. Staff is not sure what the appellant’s point is on this issue. She seems to be suggesting that the townhomes are on separate parcels and that setbacks from the property lines are not met. According to GIS, there is currently only one legal parcel, although originally there were six parcels. Thus, at some point, the six parcels were combined into a single parcel. There are setback guidelines for the DO-N infill overlay district. *See* Section Q, Design Guidelines (“In order to create a lively, pedestrian friendly sidewalk environment, with space for gardens, steps, stoops, and walkways that create a transition between the sidewalk and dwellings, the setback from the edge of a public right-of-way should be at least 10 feet and no more than 20 feet”). Setbacks are based on existing property lines, not on previous property lines. The buildings are, in fact, set back more than 10 feet and less than 20 feet from the right-of-way boundary. Therefore, the applicant has established that the Project meets the applicable setbacks and the appeal on this issue should be denied.

4. Parking. The appellant states that the required parking was miscalculated. Municipal Codes § 17.09.340(D) provides, in part: “Objections to the development, its height, intensity, *parking*, or traffic impacts are not grounds for redress on appeal because they are not design review criteria.” [Emphasis added.] In addition, the parking provided for the project complies with the City Code for such projects. Therefore, the appeal regarding parking must be denied.

5. Snow Easement. The appellant states that no snow easement is called for in the plans and, therefore, the DRC should not have approved the Project. She argues that there is “no designed landscape to accommodate the snow accumulation on driveways, drive aisle, sidewalks, and alleyways as designed.” This, however, is not a design standard or guideline in the infill overlay district. Generally, “[e]very owner or occupant of any house or other building, or of any vacant lot or block shall, within a reasonable time after a snowfall, considering all the circumstances, and whenever otherwise necessary, *clear the sidewalk abutting such property* of snow and ice, and shall keep it reasonably free therefrom so as to allow citizens to use the sidewalk in a safe and convenient manner.” Municipal Code § 12.24.010. Property owners are also required to keep stormwater runoff on their property. *See* Municipal Code § 13.30.050(A). The DRC was not entitled to disapprove the Project because the mechanism for dealing with snow on the property is not detailed in the plans. Nevertheless, the applicant has demonstrated that there is 1,200 square feet of snow storage on the property. The appeal on this issue should be denied.

6. Massing. The appellant lists as an issue “Massing basic guideline ignored” without explanation. According to the applicable design guidelines (Infill Design Standard L):

In order to reduce the apparent bulk of multi-story buildings and maintain pedestrian scale by providing a sense of “base,” “middle,” and “top,” the following guidelines must be met:

1. Top:

The “top” of the building shall emphasize a distinct profile or outline with elements such as projecting parapets, cornices, upper level setbacks, or pitched rooflines.

2. Middle:
The “middle” of the building must be made distinct by change in material or color, windows, balconies, step backs, or signage.
3. Base:
Buildings shall have a distinct “base” at the ground level, using articulation and materials such as stone, masonry, or decorative concrete.

The renderings provided by the applicant show three distinct levels, with projections at the top, windows and balconies in the middle, and decorative concrete and a covered glass-enclosed entrance at the base. Therefore, the DRC found that the Project meets the Massing guidelines. Staff recommends that the appeal based on this issue should be denied.

7. Density. The Downtown Core district “is envisioned to have the highest intensity uses, especially retail, office, residences, and hotels contained within low rise, mid rise and high rise buildings.” M.C. § 17.05.650(B)(1). Unlike other residential zoning districts, the DC zone does not base density on units per acre. Rather, density is governed by the FAR and limited by height regulations. *See* M.C. §§ 17.07.920. and 17.07.925. FAR is discussed above. The building height, as already noted, is less than the maximum for the DO-N infill overlay district. *See, supra*, History. Therefore, the appeal based on density should be denied.

8. Outdoor space. The appellant contends that the “4% outdoor space for tenants [was] ignored.” She seems to be referring to another potential FAR bonus for a minor amenity. A “Common Courtyard or Green” is described by M.C. § 17.07.920(B)(1)(b) as follows: “This space shall be available to tenants or residents of the development and shall be an area equal to at least four percent (4%) of the floor area of the building. There should be both paved areas and landscaping, with planting consuming at least thirty percent (30%) of the area. Seating and pedestrian scaled lighting must be provided.” However, the applicant did not request this FAR bonus. There is no general requirement for outdoor space for residential projects in the DO-N infill overlay district. Therefore, the appeal on this issue should be denied.

DECISION POINT/RECOMMENDATION: Staff recommends that Council affirm the decision of the DRC in its entirety. In the alternative, if Council determines that the FAR bonus for “Public art or water feature” is required, Council should remand this matter to the DRC to take further evidence on the construction cost of the Project and the value of the proposed artworks, and to make further findings consistent with the evidence.

Garden Avenue Lofts & Townhomes

102 E Garden Ave. Coeur d'Alene, Idaho

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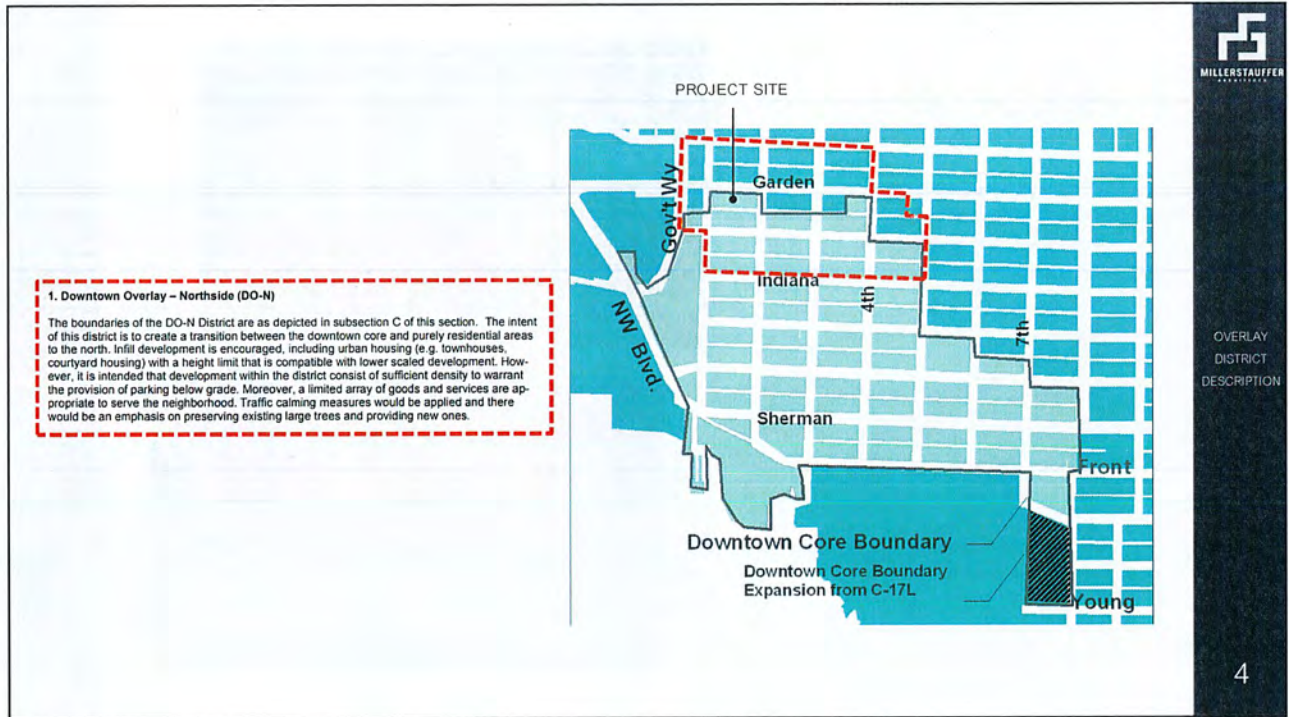
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CONDOMINIUMS



TOWNHOMES



GARDEN AVENUE LOFTS DEVELOPMENT INTENSITY BONUSES

DEVELOPMENT BONUS - MAJOR AMMUNITY 2a - EXTERIOR PUBLIC SPACE (+0.5 FAR)

To qualify for this bonus the space must be available for public use from 7am to dusk. The space must be an area equal to at least 2% of the total interior floor space of the development and no dimension shall be less than 8 feet. Landscaping, textured paving, pedestrian-scaled lighting, and seating must be included.

DESIGN INTENT:

This project has dedicated 10 feet adjacent to the right-of-way along Garden Avenue to create an enhanced landscape designed to elevate the public pedestrian experience, accessible 24/7. Sidewalks meander through thoughtfully selected trees, shrubs, flowers and groundcover with plant informational plaques along the path and seating niches highlighted with pavers beneath. Two percent of the total interior floor space of 34,194 SF is 684 SF. As designed, the dedicated public space amounts to approximately 1,280 SF.

SAMPLE IMAGERY:



Appellant states: "4% outdoor minimum requirement ignored."
Minor amenity 1b was not used in F.A.R. calculations.

DEVELOPMENT BONUS - MAJOR AMMUNITY 2b - PUBLIC ART OR WATER FEATURE (+0.5 FAR)

To qualify for this bonus the feature must be appraised at a value that is at least 1% of the value of building construction costs. Documentation of building costs and appraised value of the art or water feature shall be provided.

DESIGN INTENT:

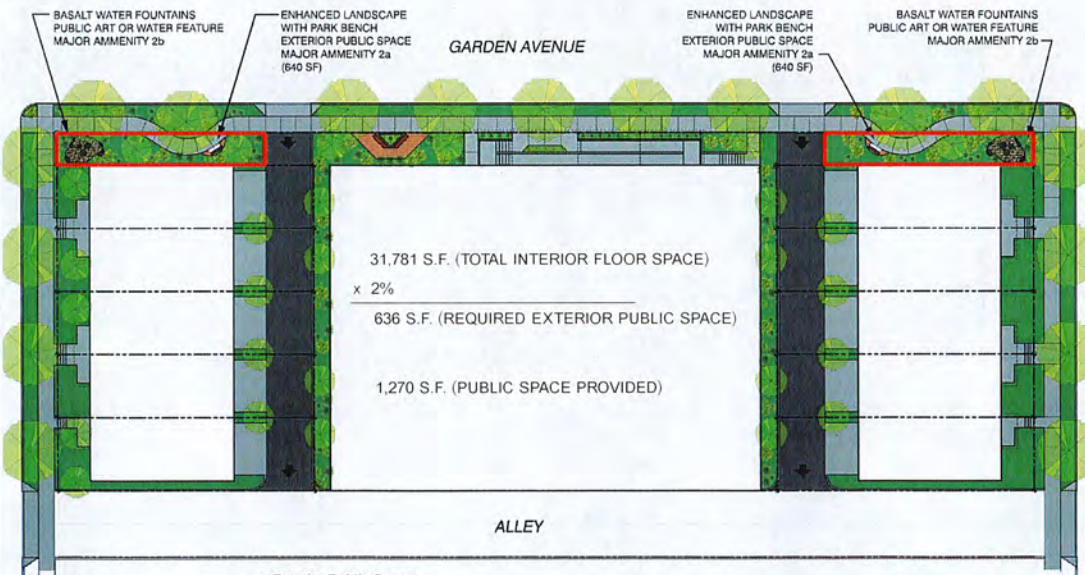
This project has dedicated 10 feet adjacent to the right-of-way along Garden Avenue to create an enhanced landscape designed to elevate the public pedestrian experience, accessible 24/7. At each end of this public space at the prominent street corners, basalt column fountains will be installed. The installation will include multiple basalt columns, decorative stone and plantings with accent lighting. Sculptural, kinetic art may also be incorporated into the design.

SAMPLE IMAGERY:



F.A.R.
DEVELOPMENT
BONUSES /
CALCULATIONS

5

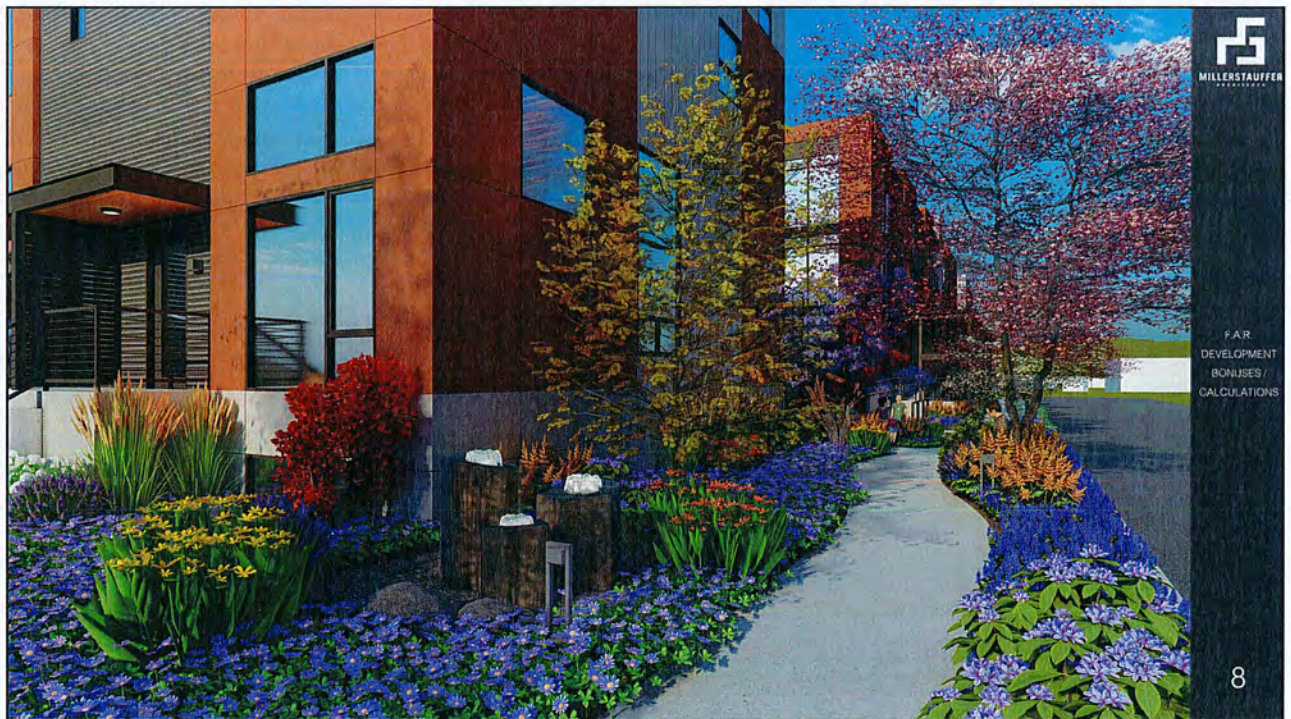
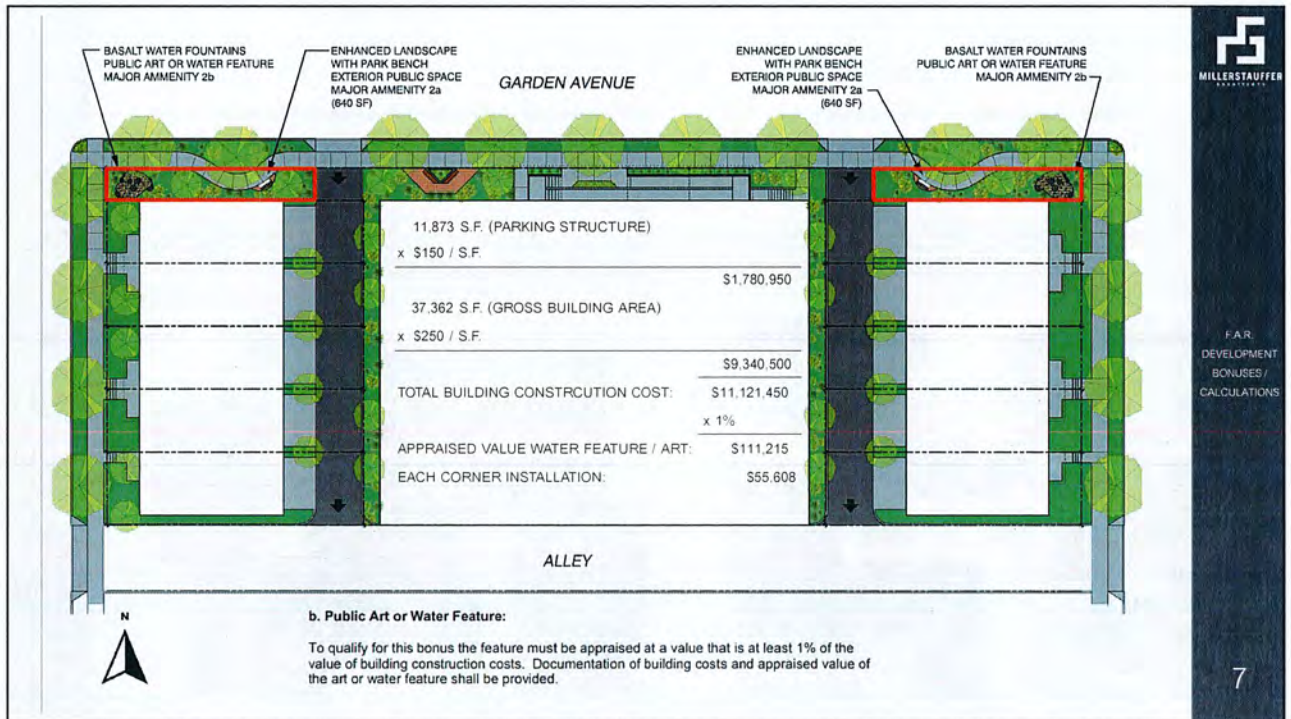


To qualify for this bonus the space must be available for public use from 7am to dusk. The space must be an area equal to at least 2% of the total interior floor space of the development and No dimension shall be less than 8 feet. Landscaping, textured paving, pedestrian-scaled lighting, and seating must be included.



F.A.R.
DEVELOPMENT
BONUSES /
CALCULATIONS

6







F.A.R.
DEVELOPMENT
BONUSES/
CALCULATIONS

11



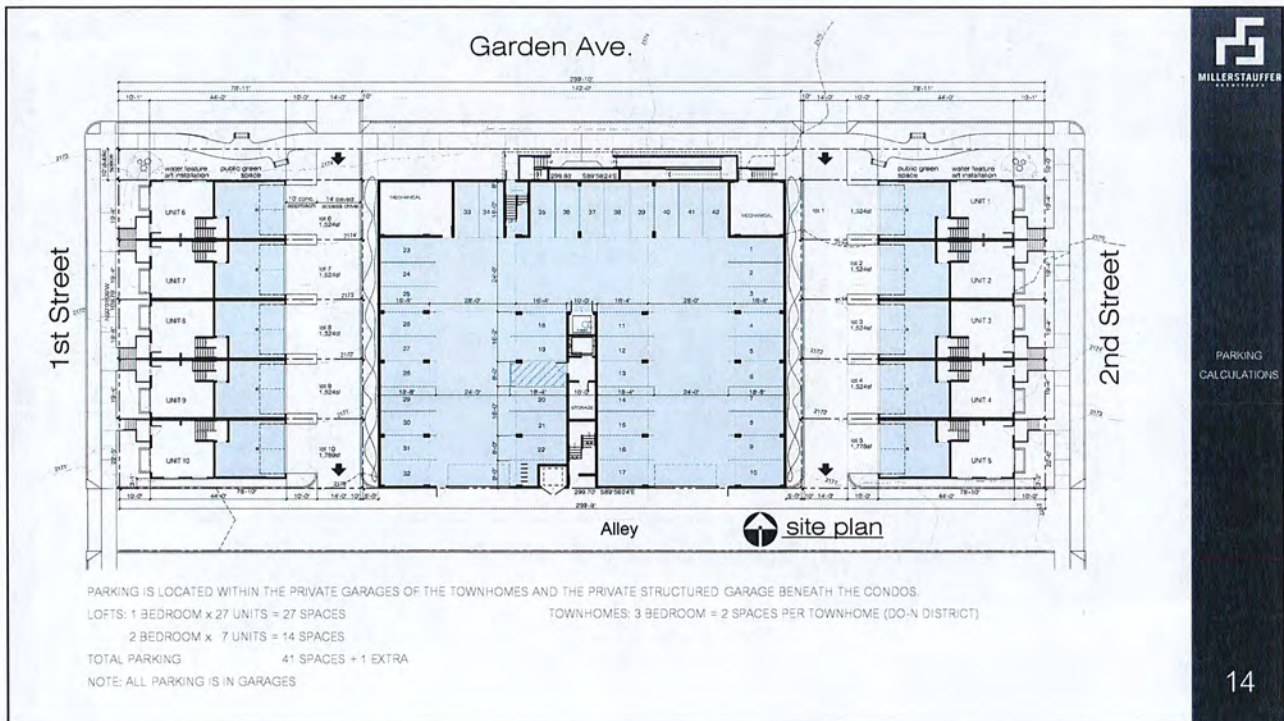
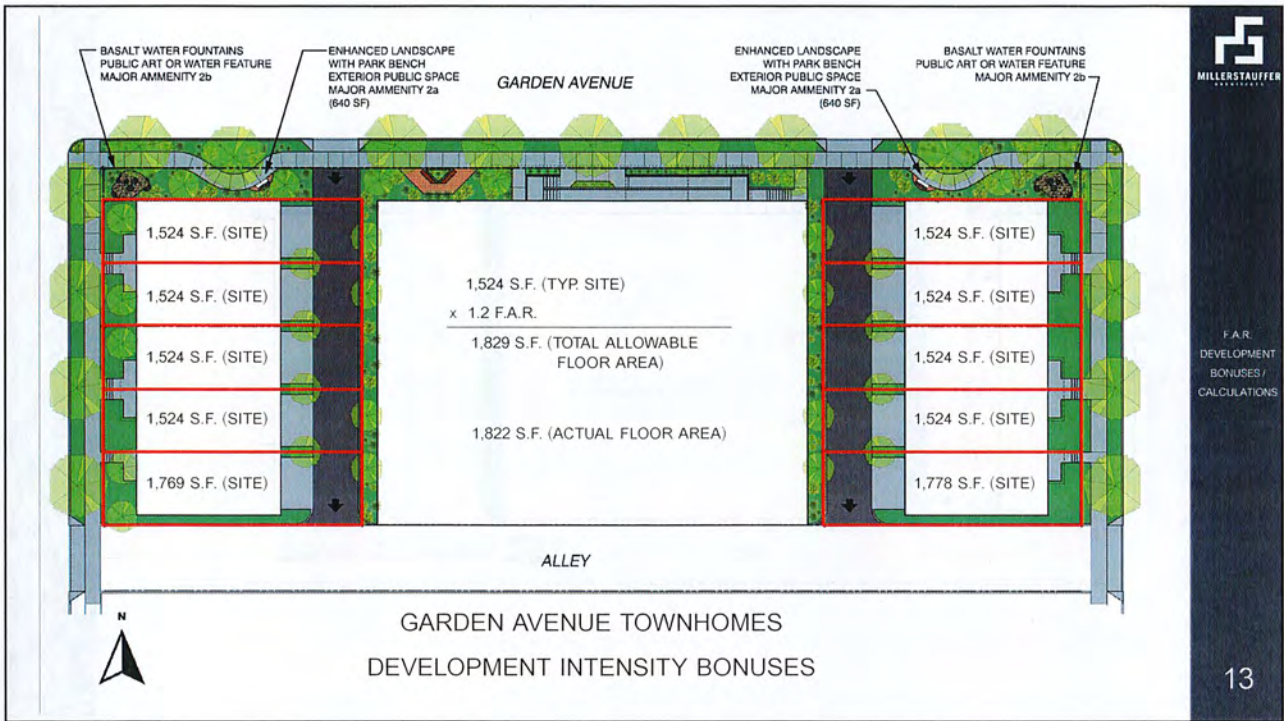
F.A.R.
DEVELOPMENT
BONUSES/
CALCULATIONS

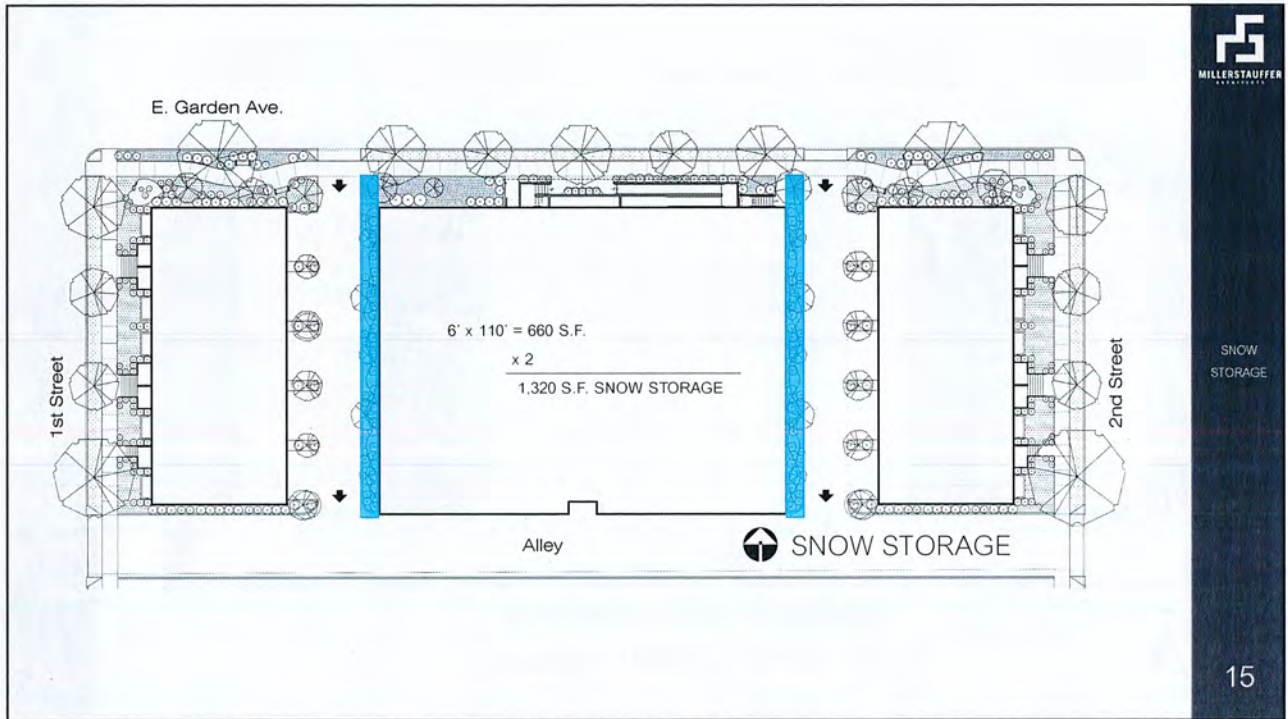
TOWNHOUSES

ROUGH SAWN WOOD SOFFIT

ARCHITECTURAL CONCRETE W/ FEATURE STRIPS

12







SNOW STORAGE

17



BASE: ARCHITECTURAL FORMED CONCRETE
 BASE TO ANCHOR THE BUILDING AND SERVE AS A
 BACKDROP TO THE PERIMETER LANDSCAPING.



MASSING

CONDOMINIUMS

18



MIDDLE: METAL PANEL SIDING AND LARGE, RHYTHMIC WINDOW OPENINGS. PUNCTUATED FAÇADE BY RECESSED BALCONIES AT EACH UNIT WITH WOOD SOFFITS.

CONDOMINIUMS



MASSING

19



TOP: CONDO BUILDING BOASTS PARAPETS OF VARYING HEIGHTS, CREATING A DISTINCT STEPPED PROFILE.

CONDOMINIUMS



MASSING

20

BASE: ARCHITECTURAL FORMED CONCRETE
BASE TO ANCHOR THE BUILDING AND SERVE AS A
BACKDROP TO THE PERIMETER LANDSCAPING.



MASSING

TOWNHOUSES

21

MIDDLE: METAL PANEL SIDING AND LARGE,
RHYTHMIC WINDOW OPENINGS. PUNCTUATED
FAÇADE BY RECESSED BALCONIES AT EACH UNIT.



MASSING

TOWNHOUSES

22

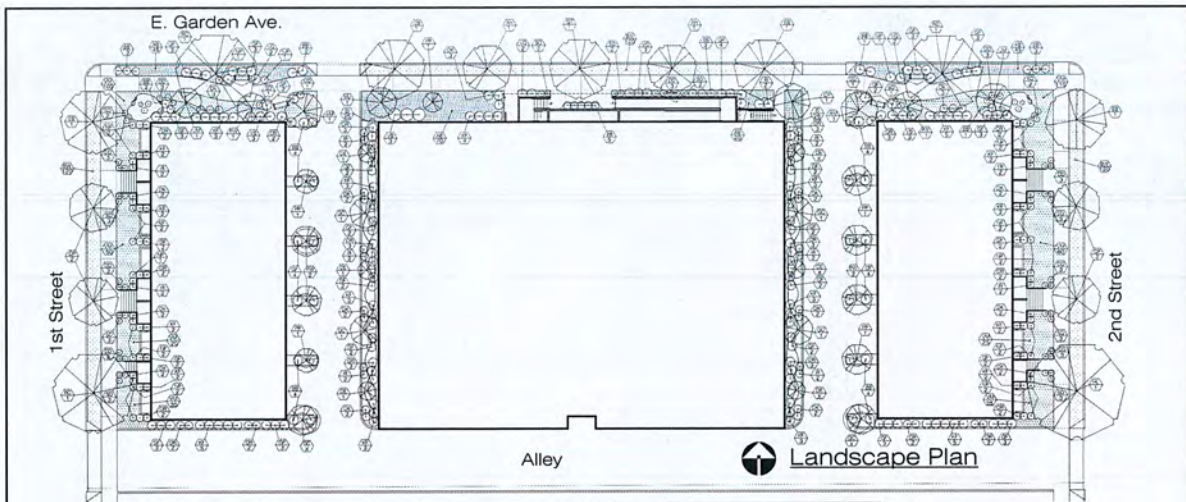
TOP: TOWNHOMES CONSIST OF UPPER-LEVEL SETBACKS, CHANGES IN MATERIALS AND PARTIAL CANOPIES OVER THE ROOFTOP DECKS.



MASSING

TOWNHOUSES

23



GENERAL LANDSCAPING

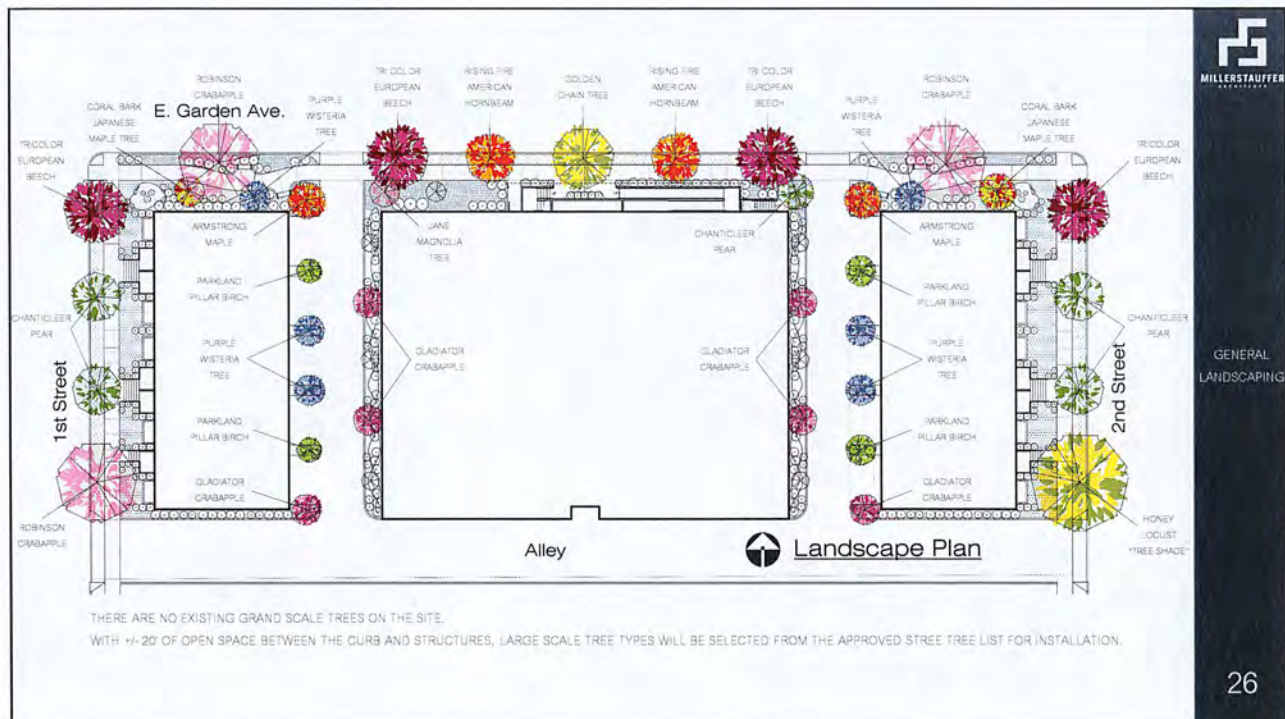
Landscape Plan

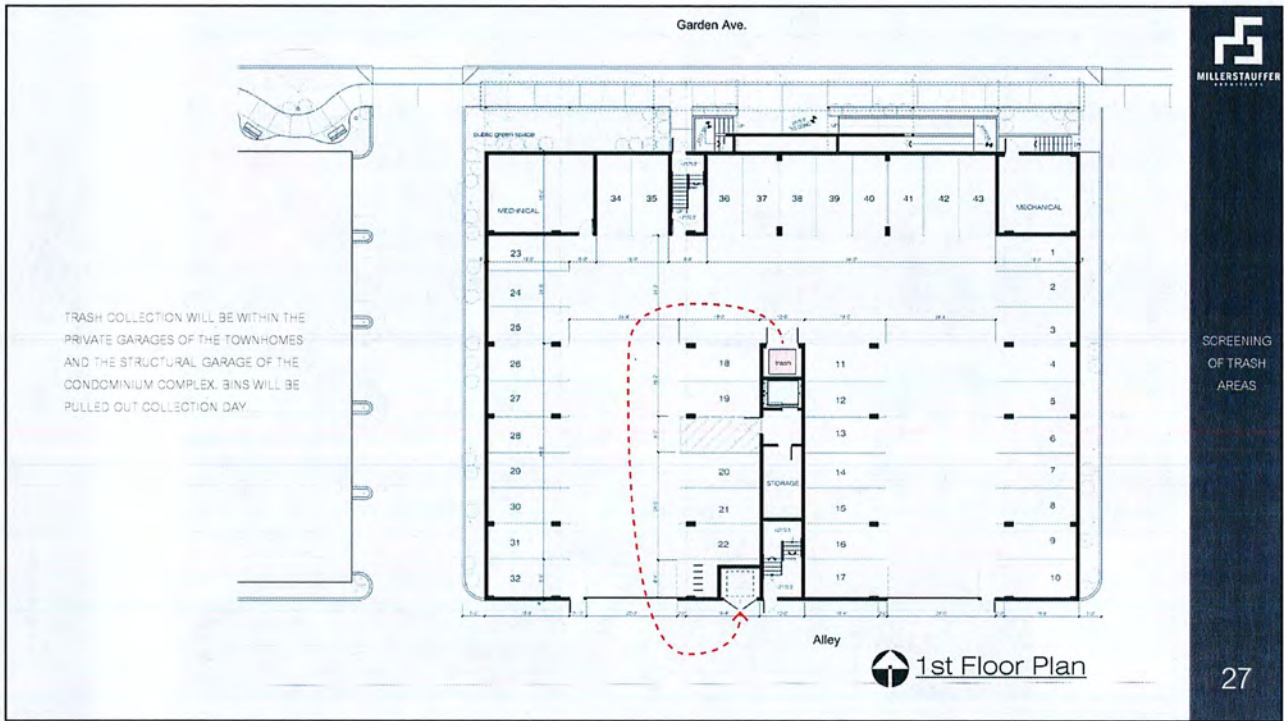
A MIXTURE OF NATIVE AND/OR DROUGHT RESISTANT PLANTINGS WILL BE USED TO ENHANCE THE SITE AND CREATE INTEREST YEAR-ROUND.

SYM	SYM	SYM	SYM	SYM	SYM	SYM	SYM	SYM	SYM
01	02	03	04	05	06	07	08	09	10
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61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
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91	92	93	94	95	96	97	98	99	100

SYM	SYM	SYM	SYM	SYM	SYM	SYM	SYM	SYM	SYM
101	102	103	104	105	106	107	108	109	110
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171	172	173	174	175	176	177	178	179	180
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24







LIGHTING
INTENSITY

29

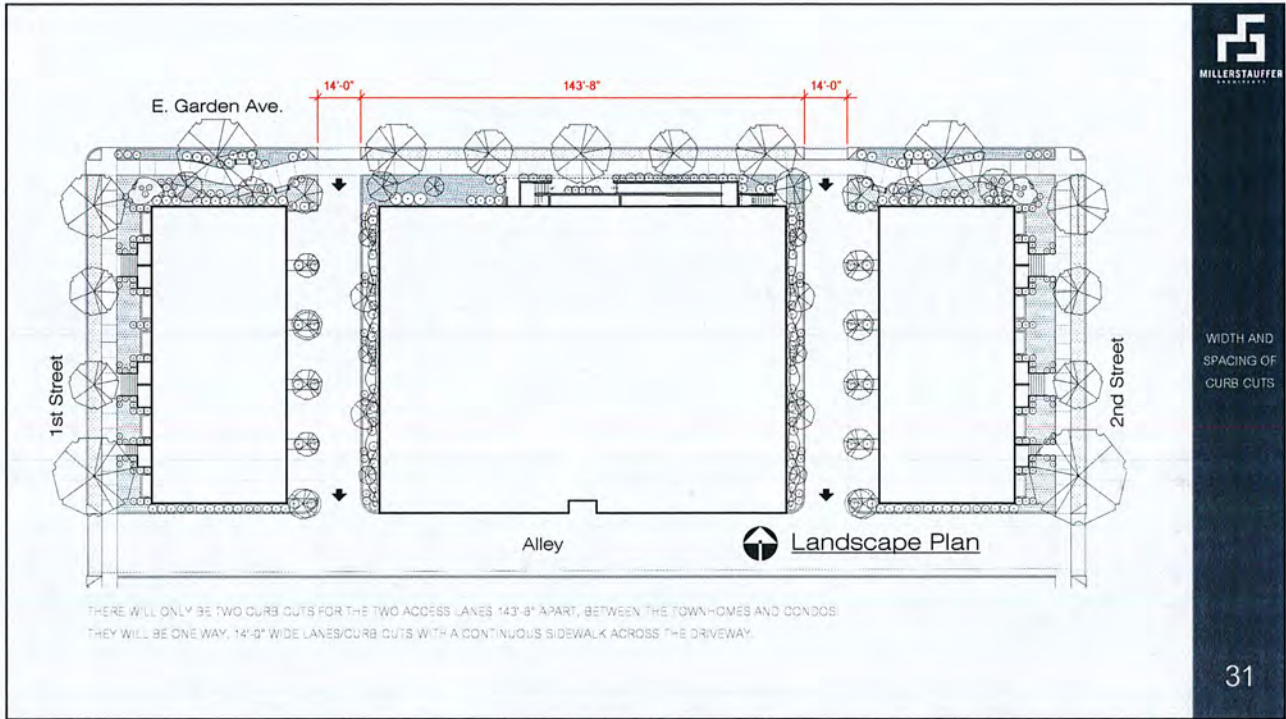


PARAPETS WILL BE SIZED TO SCREEN ALL
ROOFTOP MECHANICAL EQUIPMENT ON ALL
BUILDINGS.



SCREENING
OF ROOFTOP
EQUIPMENT

30



WIDTH AND SPACING OF CURB CUTS



ENTRANCES



ENTRANCES

33



TREATMENT OF BLANK WALLS

THERE WILL BE NO BLANK WALLS. ALL WALLS WILL HAVE WINDOWS, CHANGES IN MATERIALS AND ADJACENT LANDSCAPE VEGETATION.

34

THERE WILL BE NO BLANK WALLS. ALL WALLS WILL HAVE WINDOWS, CHANGES IN MATERIALS AND ADJACENT LANDSCAPE VEGETATION.



TREATMENT OF BLANK WALLS

35



THERE WILL BE NO BLANK WALLS. ALL WALLS WILL HAVE WINDOWS, CHANGES IN MATERIALS AND ADJACENT LANDSCAPE VEGETATION.



TREATMENT OF BLANK WALLS

36

THERE WILL BE NO BLANK WALLS. ALL WALLS WILL HAVE WINDOWS, CHANGES IN MATERIALS AND ADJACENT LANDSCAPE VEGETATION.



TREATMENT OF BLANK WALLS

37

THERE WILL BE SIGNAGE FOR THE CONDOMINIUM COMPLEX THAT WILL TIE INTO THE BUILDING ARCHITECTURE. NO TENANT SIGNAGE.



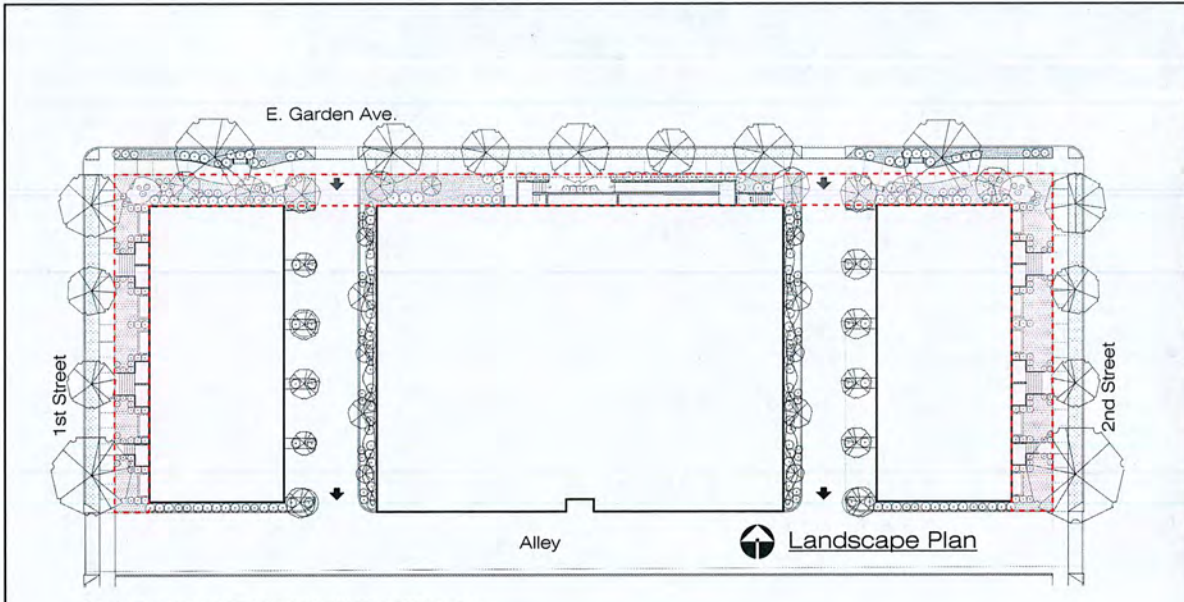
INTEGRATION OF SIGNS WITH ARCHITECTURE

38

THERE WILL BE SIGNAGE FOR THE CONDOMINIUM COMPLEX THAT WILL TIE INTO THE BUILDING ARCHITECTURE. NO TENANT SIGNAGE.



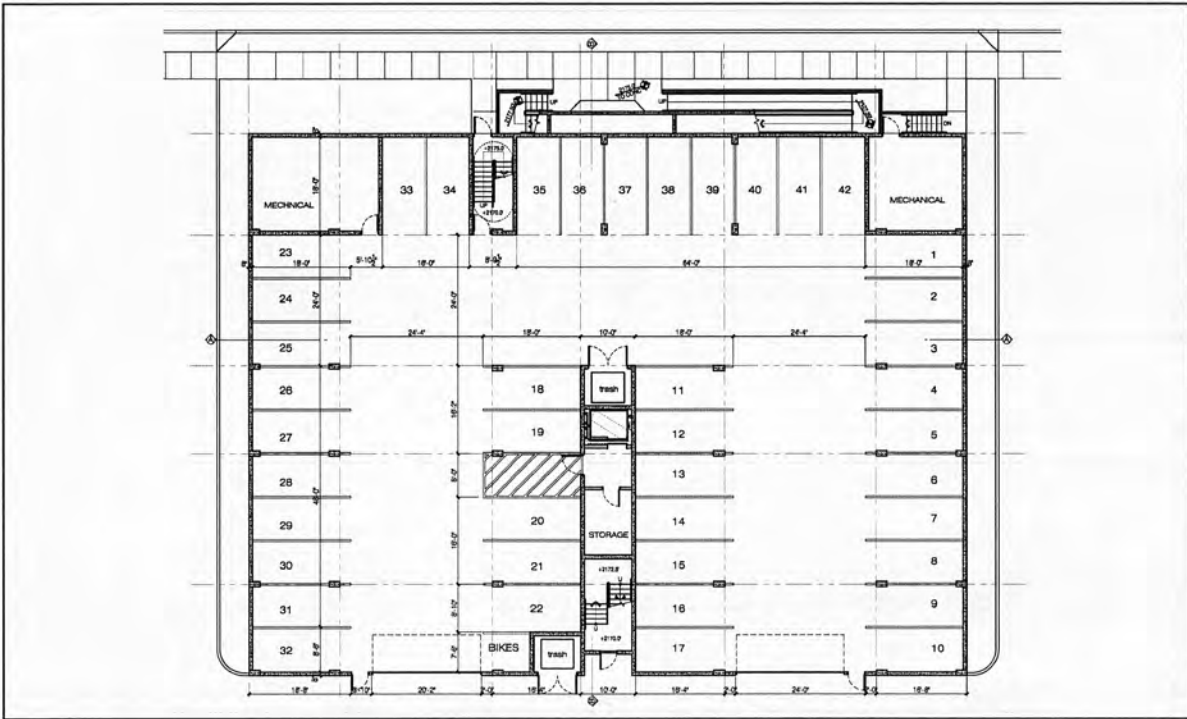
INTEGRATION OF SIGNS WITH ARCHITECTURE



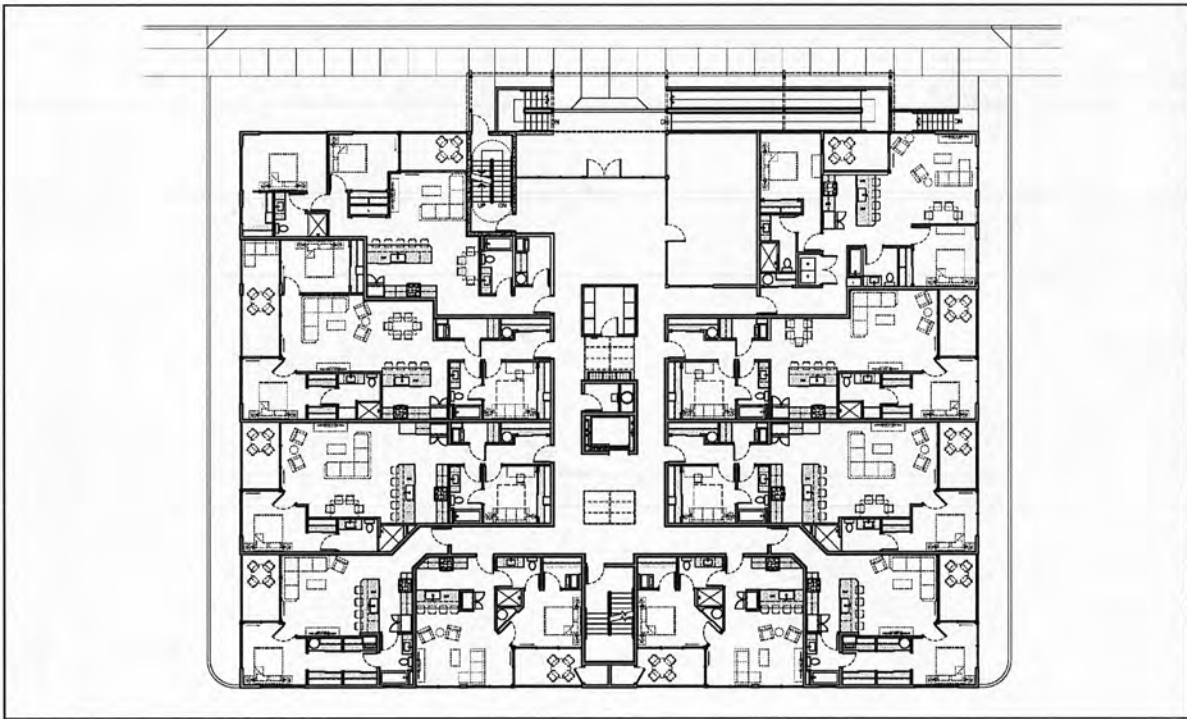
SETBACKS FROM PUBLIC RIGHT OF WAY

SETBACKS FROM THE PUBLIC RIGHT OF WAY ARE 10 FEET MINIMUM.

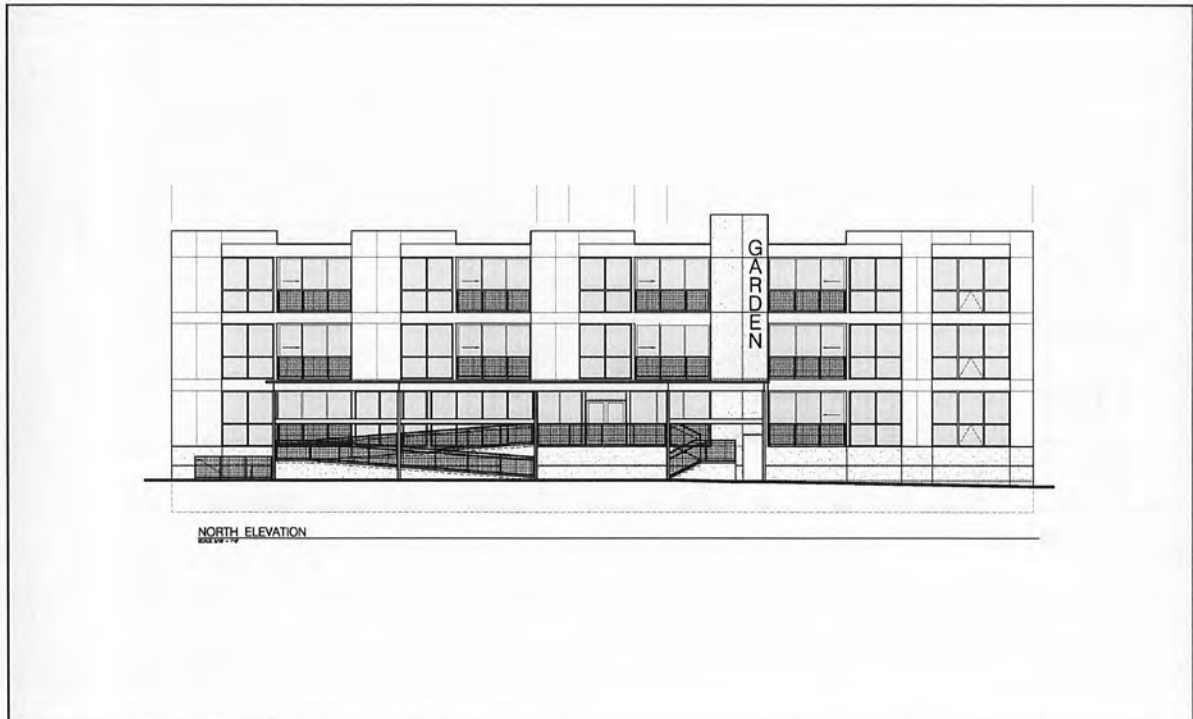
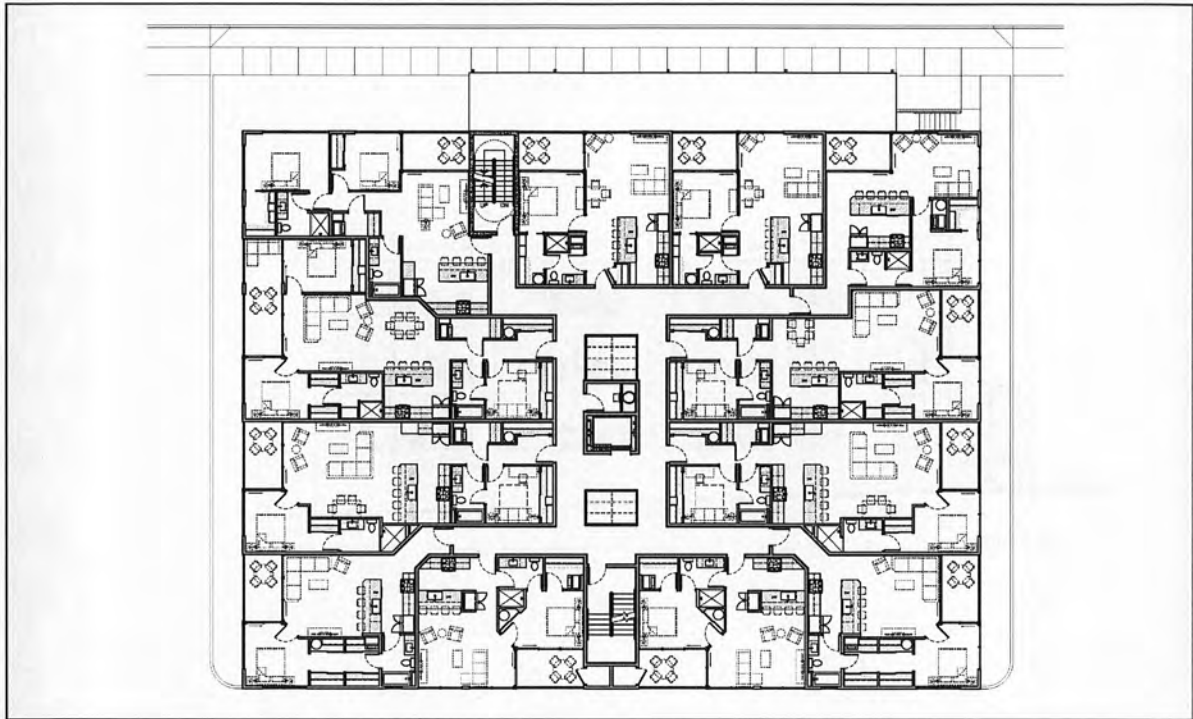





 MILLERSTAUFFER
 ARCHITECTS
 DRAWINGS:
 LEVEL 1 PLAN
 43




 MILLERSTAUFFER
 ARCHITECTS
 DRAWINGS:
 LEVEL 2 PLAN
 44





WEST ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION



Thank You!

COUNCIL BILL NO. 23-1000
ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.72.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CHANGING THE ANNUAL SALARIES OF MAYOR AND COUNCIL MEMBERS AS FOLLOWS: MAYOR SALARY SHALL BE SET AT \$38,400 AND COUNCIL SALARY SHALL BE SET AT \$15,000.00 DOLLARS EFFECTIVE JANUARY 1, 2024; BOTH TO INCLUDE AN ANNUAL COST OF LIVING INCREASE BASED ON WHAT IS NEGOTIATED FOR EXEMPT STAFF MEMBERS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 2.72.010, is hereby amended to read as follows:*

2.72.010: DESIGNATED:

The salary of the mayor of the city shall be ~~thirty two thousand four hundred dollars (\$32,400.00)~~ Thirty Eight Thousand Four Hundred Dollars (\$38,400). The annual salary, payable monthly, of council members shall be as follows: commencing January 1, 2024~~18~~, ~~twelve thousand dollars (\$12,000.00)~~ Fifteen Thousand Dollars (\$15,000). An annual cost of living increase shall be granted based on the percent allotted for exempt staff. In addition, the mayor and city council members shall receive the same health, vision, dental, and life insurance, HRA/VEBA, and PERSI as other city employees.

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, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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.

APPROVED, ADOPTED and SIGNED this 3rd day of January, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
Amending Municipal Code Section 2.72.010
Mayor & City Council Salaries

AN ORDINANCE AMENDING SECTION 2.72.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CHANGING THE ANNUAL SALARIES OF MAYOR AND COUNCIL MEMBERS AS FOLLOWS: MAYOR SALARY SHALL BE SET AT \$38,400 AND COUNCIL SALARY SHALL BE SET AT \$15,000.00 DOLLARS EFFECTIVE JANUARY 1, 2024; BOTH TO INCLUDE AN ANNUAL COST OF LIVING INCREASE BASED ON WHAT IS NEGOTIATED FOR EXEMPT STAFF MEMBERS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3587 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 City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 2.72.010 regarding Mayor and City Council Member salaries and benefits, 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 3rd day of January, 2023.

Randall R. Adams, City Attorney

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 3, 2023

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

SUBJECT: TITLE VI COMPLIANCE PLAN

Decision Point: Should Council formally adopt the required Title VI Compliance Plan?

History: Title VI was enacted as part of the Civil Rights Act of 1964. It states: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 U.S.C. § 2000) Title VI was further defined in 1994 by an Executive Order requiring federal agencies and their recipients identify and address the effects of all programs, policies, and activities on minority and low-income populations. Yet again, in 2000, Title VI was further defined to require federal agencies and recipients of federal assistance to assess and address the needs of limited English proficient persons seeking to access programs and activities. The City of Coeur d’Alene, as a recipient of federal assistance for various projects, is required adopt a Title VI Compliance Plan. The City has worked with Russ Riviera, ITD Civil Rights Compliance Officer, over the past 8 years. In 2018, the City received a letter noting that it is required to have annual reviews and on-going monitoring of Title VI compliance for use of federal-aid highway funds, noting that “ITD applauds the city for its hard work and ensuring continued compliance with Title VI.” At that time, we had drafted a Title VI Compliance Plan based on the template supplied by ITD, which was acceptable to Mr. Riviera. On December 21, 2022, the City was notified that a new compliance officer has been assigned to our City. This officer, Connie Rozean, has notified the City that she is in the process of collecting data from many cities, which data includes whether or not the cities have adopted an approved Title VI Compliance Plan. As noted, while the City has a draft Plan, it is the City Attorney’s recommendation that the Plan be formally approved by Resolution of the City Council. We must report our status to Ms. Rozean by January 9, 2023. The draft Plan includes the requirements found in grant documentation provided by ITD. The City Engineer has reviewed the draft Plan and has provided inputs based on his understanding of the requirements for ITD funded projects included in the plan.

Financial Analysis: There is no cost associated with the adoption of this plan. If the City does not formally approve the Plan, federal financial assistance could be withdrawn or withheld from future projects.

Decision Point/Recommendation: Council should formally adopt the required Title VI Compliance Plan.

RESOLUTION NO. 23-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A TITLE VI COMPLIANCE PLAN FOR THE CITY OF COEUR D'ALENE IN ACCORDANCE WITH THE CIVIL RIGHTS ACT OF 1964 AND RELATED LAWS, EXECUTIVE ORDERS, AND REGULATIONS.

WHEREAS, pursuant to the Civil Rights Act of 1964, the Federal-aid Highway Transportation Act, the Rehabilitation Act of 1973, the Age Discrimination Act, the Civil Rights Restoration Act of 1987, the Americans With Disabilities Act, and related Executive Orders and regulations, the adoption of a Title VI Compliance Plan is required in order to continue to receive federal financial assistance for projects, programs, and services that benefit the citizens of the City; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the Title VI Compliance Plan attached hereto as Exhibit "A" be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Title VI Compliance Plan attached hereto as Exhibit "A" be and the same is hereby adopted.

DATED this 3rd day of January, 2023.

James Hammond, 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 OF COEUR D'ALENE

Title VI Plan

Approved by City Council

Pursuant to Resolution No. 23-002

**710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
Phone: (208) 769-2300**

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SECTION 1 - OVERVIEW

INTRODUCTION

The City of Coeur d'Alene is committed to fair and equitable treatment of its citizens and takes its responsibilities seriously. As a recipient of Federal financial assistance, the City of Coeur d'Alene is required to comply with various non-discrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, which provides that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried out under this title.”

The Federal-aid Highway Transportation Act of 1973 added *sex* to the list of prohibitive factors. *Disability* was added through Section 504 of the Rehabilitation Act of 1973. *Age* was subsequently added in 1975 under the Age Discrimination Act.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the term “programs or activities” *to include all programs or activities of Federal-aid recipients, sub-recipients, and contractors, whether or not such programs and activities are federally assisted.*

Title VI was further defined in 1994. Executive Order 12898 - Environmental Justice (EJ), directed Federal agencies *to identify and address the effects of all programs, policies, and activities on “minority populations and low-income populations.”*

In 2000, Executive Order 13166 - Limited English Proficiency (LEP), was also signed into effect requiring Federal agencies to *assess and address the needs of otherwise eligible limited English proficient persons seeking access to the programs and activities of recipients of Federal financial assistance.*

The City of Coeur d'Alene has included the Americans with Disabilities Act (ADA) as part of its Fair Housing/ADA 504 Compliance Plan. The ADA and Section 504 of the Rehabilitation Act protect the civil rights of persons with disabilities. Therefore, the City of Coeur d'Alene's provision of services and benefits to the public must include provisions for persons with disabilities relative to fair and equitable treatment in access to housing, city programs and services, city facilities and infrastructure. The City of Coeur d'Alene has also developed and is implementing a Title VI Plan to include those areas addressed in its Fair Housing/ADA 504 Compliance Plan and ensure fair and equitable treatment for individuals with limited English proficiency, and designated a Title VI Coordinator to oversee implementation, address community outreach, and serve as an avenue for receiving complaints for alleged discrimination.

The Title VI Coordinator develops, oversees, and updates the Title VI Plan. The Title VI Coordinator also works together with all department directors to ensure the successful implementation of and compliance with the City of Coeur d'Alene's Title VI plan and timely submission of reports to the Idaho Transportation Department. The Idaho Department of

Transportation audits the City of Coeur d'Alene for compliance and submits reports to the Federal Transit Administration (FTA).

James Hammond, Mayor

Date

PLAN OBJECTIVES

The primary objectives of the City of Coeur d'Alene's Title VI plan are:

- To assign and clarify roles, responsibilities, and procedures for assuring compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives.
- To assure that all people affected by the City of Coeur d'Alene's Federal-aid programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, disability, economic status or limited English proficiency.
- To proactively prevent discrimination and ensure nondiscrimination in all City of Coeur d'Alene programs and activities, whether those programs and activities are Federally funded or not.
- To establish procedures for identifying and eliminating discrimination when found to exist.
- To establish procedures to review specific program areas annually within the City of Coeur d'Alene to determine the effectiveness of the area's activities at all levels.
- To set forth procedures for the filing and processing of complaints by persons who believe they have been subjected to discrimination under Title VI in any City of Coeur d'Alene service, program, or activity.

PLAN DISSEMINATION

Internal - The approved Title VI Plan is disseminated to the Mayor and City Council Members, the City Administrator, Department Directors responsible for all city service areas, the City Clerk, the ADA 504/Title VI Coordinator, and the City Records Archive. The plan is posted on the City of Coeur d'Alene's internal shared drive for City Staff access and hard copies are available upon request.

External - Copies of City of Coeur d'Alene's approved Title VI plan are available to the public and interested groups and organizations, or in alternate formats upon submission of a request to the City Clerk's Office. The Title VI plan will be posted on City of Coeur d'Alene's website and will be distributed to the following locations outside of the City of Coeur d'Alene:

- Local Highway Technical Assistance Council (IHTAC@ihtac.org)

TITLE VI POLICY STATEMENT

The City of Coeur d'Alene is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. The City of Coeur d'Alene assures that no person shall on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Coeur d'Alene service, program, or activity.

The City also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. In addition, the

City will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

Although the City of Coeur d'Alene's Title VI Plan is required to be eligible to receive Federal Transportation funds, the City of Coeur d'Alene will apply it to all programs and services, regardless of funding source.

DISCRIMINATION UNDER TITLE VI

Title VI and its related statutes prohibit two types of discrimination: **intentional discrimination** or **disparate treatment** and **disparate impact** or **disparate effects**.

Intentional discrimination is the result of inconsistent application of rules and/or policies to one group of people over another. This form of discrimination may result when rules and policies are applied to intentionally treat a person(s) differently because of race, color, national origin, sex, disability, or age.

Disparate impact or **disparate effects discrimination** occurs when rules and laws have a different and more inhibiting effect on women and minority groups than on the majority because of race, color, national origin, sex, disability or age. This type of discrimination occurs when a neutral procedure or practice results in fewer services or benefits, or inferior services or benefits, to members of a protected group such as minorities or low-income populations. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than on the intent.

Under Title VI, the City of Coeur d'Alene's efforts to prevent such discrimination must address, but are not limited to the following:

- access to services and/or other benefits provided under its programs;
- distinctions in the quality, quantity, or manner in which the benefit is provided; segregation or separate treatment;
- restriction in the enjoyment of any advantages, privileges, or other benefits provided to others;
- different standards or requirements for participation;
- methods of administration which directly or through contractual relationships would defeat or substantially impair the accomplishment of effective nondiscrimination;
- discrimination in any activities related to highway and infrastructure or facility built or repaired in whole or in part with Federal funds;
- discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

The City of Coeur d'Alene has developed this Title VI plan to help assure that all services, programs, and activities of the City, whether Federally assisted or not, are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, disability, age, economic status or ability to communicate in English of the participants or beneficiaries.

Appendix A of this document contains the City of Coeur d'Alene's Limited English Proficiency Plan. Appendix B of this document contains the City of Coeur d'Alene's Discrimination Complaint Procedures and Complaint Form.

SECTION 2 - ORGANIZATION AND COMPLIANCE RESPONSIBILITIES

OVERVIEW

The City of Coeur d'Alene has designated the Title VI Coordinator to develop and oversee the City's Title VI plan, ensure the plan meets federal requirements, update the plan as regulations change, monitor compliance, receive complaints, and submit appropriate reports.

ORGANIZATION

Mayor and City Council – The Mayor and City Council establish the vision, strategic plan, policies, and goals for the City. As the legislative body, the City Council is responsible for establishing the laws, policies, and guidelines under which the City of Coeur d'Alene operates and approves how the City's funds will be expended. The Mayor is responsible for implementing the policies adopted by the City Council.

City Administrator – The City Administrator reports to the Mayor and City Council and has primary responsibility for providing leadership and policy guidance to department heads and ensuring that the vision, strategic plan, and goals of the Mayor and City Council are implemented and met. This individual performs the professional and administrative processes necessary to achieve the efficient and economic operation of the City; ensures the financial security of tax dollars by monitoring the overall fiscal activity of the city; and assists elected officials in establishing policy and long-term goals.

Title VI Coordinator – The Title VI Coordinator is responsible for working with the department directors to develop, maintain, update, and ensure compliance with requirements the City of Coeur d'Alene's Title VI plan. The Title VI Coordinator also serves as the individual to whom complaints alleging discrimination would be submitted and is responsible for communicating and coordinating with department directors on all activities subject to Title VI, E.O. 12898, and E.O. 13166, as well as providing training to staff. The Title VI Coordinator is also responsible for working with department directors to monitor procedures and practices related to City of Coeur d'Alene projects and services to ensure the programs are operated and the services are provided fairly, equitably, and in a nondiscriminatory manner in accordance with Title VI, E.O. 12898, and E.O. 13166.

Department Directors and Supervisors – Department Directors and supervisors in each service area are responsible for familiarizing themselves with the requirements of Title VI, E.O.12898, and E.O. 13166, and for complying with the requirements of City of Coeur d'Alene's Title VI Program. They are responsible to promptly report issues or complaints concerning Title VI and related statutes to the Title VI Coordinator and for assisting the Title VI Coordinator in his/her efforts to implement all requirements, internally and externally. They are also responsible for coordinating with the Title VI Coordinator on any proposed changes to operating procedures, instructional memoranda, policies, and manuals, etc. that relate to Title VI. The department directors are responsible for providing program activity information to the Title VI Coordinator on an ongoing and timely basis.

SECTION 3 - PROGRAM AREA MONITORING AND REVIEW

PROGRAM AREA MONITORING – PLANNING

The Department Directors have primary responsibility for assuring that multi-modal planning and the results of that planning are executed in accordance with Title VI requirements. They are also responsible for working with the Title VI Coordinator to ensure that the City of Coeur d’Alene is in compliance. This process involves deliberation of all possible social, economic, and environmental effects of a proposed plan or program on identified groups in order to avoid the unintended creation of inappropriate and biased programs.

Compliance Monitoring – Department Directors

- Monitor the overall strategies and goals of the planning process to ensure Title VI compliance;
- Monitor the utilization of demographic information to identify minority and low-income populations and examine the distributions of the benefits/burdens of the transportation plans and activities on these groups;
- Monitor the service equities of the planning data collection and analysis for impacts on different socio-economic groups;
- Monitor Environmental Justice (E.O. 12898) issues to identify and locate minority and low-income populations that may be impacted by planning programs;
- Monitor compliance with Executive Order 13166, for Limited English Proficiency, to improve access and understanding of transportation planning processes for those in the population confronted with language barriers;
- Monitor efforts made to ensure that female and minority-owned firms have an equal opportunity to compete for consultant planning agreements;
- Monitor transportation planning accomplishments and problem areas.

Annual Reviews – Title VI Coordinator

The Title VI Coordinator will review and report annually the Title VI activities of the City of Coeur d’Alene. The following items will be considered in the review and will be reported to the Idaho Transportation Department in an annual Title VI Assurance Update:

- Strategies used to ensure that all components of the transportation planning process comply with Title VI;
- Whether a demographic profile of the project area that includes identification of minority and low-income populations has been developed;
- Whether a process has been developed to identify the needs of minority and low-income populations and whether demographic information has been used to assess the distribution of benefits across these groups;

- Whether there is an analytical process in place to assess the benefits/burdens of transportation system investments on minority and low-income populations, and what data source and tools are used to support such an analysis;
- Whether there is a public involvement strategy for engaging minority and low-income populations in transportation decision-making and reducing participation barriers;
- Whether the public involvement process is routinely evaluated and whether any efforts were made to improve the process, especially with regard to minority and low-income populations;
- Efforts have been made to engage minority and low-income populations in the public outreach effort and public outreach efforts made to utilize media targeted to these groups;
- Methods have been used to ensure that issues/concerns raised by minority and low-income populations as well as other affected groups are considered in the decision-making process;
- Data has been collected to address the number of consultant planning agreements awarded and the dollar value; number of female and minority-owned firms with dollar value;
- Methods were used to encourage the use of female and minority planning consultants and sub-consultants;
- Status of any Title VI complaints received regarding transportation planning or the public involvement process;
- Any significant accomplishments made during the review period;
- Any significant actions planned for the ensuing year.

PROGRAM AREA MONITORING – PUBLIC INVOLVEMENT

The Department Directors have primary responsibility for assuring that public participation activities include consideration of Title VI Environmental Justice (EJ) requirements.

The public involvement phase occurs in conjunction with planning and project development. At this point in the process, City Staff members, involved with the planning and development of a project, are responsible for determining the best strategy for gaining the appropriate level of public input. City of Coeur d’Alene staff may be seeking input from the public on a proposed project and its potential impacts to the community, particularly if there may be a disproportionate impact to a minority or low income neighborhood. Later in the process, there may be a need to provide

information on an on-going basis to the public as the project progresses through various stages of construction. Department Directors involved with the project will:

- Monitor the overall strategies and goals of the public input process to ensure Title VI compliance;
- Monitor the utilization of demographic information to identify minority and low-income populations and determine strategies to reach these populations;
- Monitor the public involvement processes to improve performance and reduce participation barriers for minority and low-income populations;
- Monitor EJ (E.O. 12898) issues to identify and locate minority and low-income populations that may be impacted by transportation planning programs;
- Monitor compliance with E.O. 13166, LEP, to improve access and understanding of transportation issues for those in the population confronted with language barriers;
- Monitor public outreach accomplishments and problem areas.

Annual Reviews – Title VI Coordinator

The Title VI Coordinator will work with the Department Directors to review and report annually the Title VI activities of City of Coeur d'Alene. The following items will be considered in the review and will be reported to Idaho Department of Transportation in the annual Title VI Assurance Update:

- Strategies used to ensure that all components of the public outreach process comply with Title VI;
- Whether a demographic profile of the project area that includes identification of minority and low-income populations has been developed;
- Whether a process has been developed to identify the needs of minority and low-income populations;
- Whether there is a public involvement strategy for engaging minority and low-income populations in transportation decision-making and reducing participation barriers;
- Whether the public involvement process is routinely evaluated and whether any efforts were made to improve the process, especially with regard to minority and low-income populations;
- Efforts made to engage minority and low-income populations in the public outreach effort and public outreach efforts made to utilize media targeted to these groups;
- Number of public information meetings/open houses that were held;
Percentage of female and minority participation;

- Status of any Title VI complaints received regarding the public involvement process;
- Any significant accomplishments made during the review period;
- Any significant actions planned for the ensuing year.

PROGRAM AREA MONITORING - PROJECT DEVELOPMENT

The project development phase occurs between planning and construction. This is when project development explicitly defines the project, selects the final location, and prepares the final design. At this point, planning is done at the project level. Project development encompasses both the Environmental and Design sections as follows:

Project Development - Environmental

The Department Directors have primary responsibility for assuring that the determination of environmental effects and any resulting impacts and mitigative measures are executed in accordance with Title VI. This process requires consideration of all possible social, economic, and environmental (SEE) effects of a proposed project on identified groups in order to identify potential Title VI issues. It is here that Department Directors investigate these effects to see if they meet the designed transportation needs and goals of the community. This process also provides for the protection and enhancement of the environment.

Compliance Monitoring - Department Directors

- Monitor the public involvement processes to improve effectiveness and reduce participation barriers for minority and low-income populations throughout the environmental effects determination;
- Monitor procedures for the identification of social, economic, and environmental (SEE) impacts through use of the Environmental Evaluation checklist (ITD-654); attached hereto as Appendix C.
- Identify mitigative measures when there is the potential for disproportionate or discriminatory impacts on minority or low-income populations;
- Monitor compliance with Environmental Justice (E.O. 12898) through use of environmental studies to identify and locate minority and low-income populations that may be impacted by transportation programs and activities;
- Monitor compliance with E.O. 13166, Limited English Proficiency, to improve access and understanding of transportation programs and activities for those in the population confronted with language barriers;

- Where consultant agreements regarding environmental issues are utilized for location studies, ensure that female and minority-owned consulting firms are afforded equal opportunity to participate in such agreements;
- Monitor environmental accomplishments and problem areas.

Annual Review – Title VI Coordinator

The Title VI Coordinator will review and report annually the Title VI activities of Environmental Planning. The following items will be considered in the review and will be reported to the Idaho Transportation Department in the annual Title VI Assurance Update:

- Public involvement strategies for engaging minority and low-income populations in transportation decision-making and for reducing participation barriers;
- Whether the public involvement process is routinely evaluated and whether efforts were made to improve performance, especially with regard to minority and low-income populations;
- Efforts made to engage minority and low-income populations in the public outreach effort, and public outreach efforts to reach media targeted to these groups;
- Methods used to ensure that issues/concerns raised by minority and low-income populations as well as other affected individuals and groups are appropriately considered in the decision-making process;
- Composition of the Environmental section workforce (including City Staff) by position title, race and sex;
- Number and type of environmental actions completed;
- Summary of any Environmental Assessments or Environmental Impact Statements where minority and low-income populations were disproportionately impacted and any mitigative measures taken as a result;
- Number of consulting agreements involving environmental studies and the dollar value as well as the number of female and minority-owned firms and the dollar value;
- Efforts made to ensure an equal opportunity for participation of female and minority-owned consulting firms in the selection process;
- Number of public hearings/information meetings that were held concerning the location of a project; percentage of female and minority participation;
- Efforts made to take EJ concerns into consideration in the environmental process;
- Status of any Title VI complaints received involving environmental project impacts or the public involvement process;
- Any significant accomplishments made during the review period;
- Any significant actions planned for the ensuing year.

Program Area Monitoring - Project Development - Design

The Department Directors have primary responsibility for assuring that all aspects of the design phase and the resulting final design are executed in accordance with Title VI. The process includes consultant selection, preliminary design work, development of alternatives, final design, and the solicitation of bids and proposals.

Compliance Monitoring – Department Directors

- Monitor the public involvement processes to improve effectiveness and reduce participation barriers for minority and low-income populations throughout the design phase;
- Ensure that all consultant/subconsultant agreements and construction contracts have the appropriate Title VI contract provisions;
- Ensure equal opportunity for female and minority-owned consulting firms to participate in consultant design agreements;
- Monitor design accomplishments and problem areas.

Annual Reviewing – Title VI Coordinator

The Title VI Coordinator will review and report annually the Title VI activities related to design. The following items will be considered in the review and will be reported to the Idaho Transportation Department in the annual Title VI Assurance Update:

- Public involvement strategies for engaging minority and low-income populations in transportation decision-making and for reducing participation barriers;
- Whether the public involvement process is routinely evaluated and whether efforts are made to improve the process, especially with regard to minority and low-income populations;
- Efforts made to engage minority and low-income populations in the public outreach effort, and public outreach efforts utilizing media targeted to these groups;
- Methods used to ensure that issues/concerns raised by minority and low-income populations as well as other affected individuals and groups are appropriately considered in the decision-making process;
- Composition of the Design section workforce (including District staff) by position title, race and sex;
- Number of consultant agreements awarded and the dollar value; Number of female and minority-owned firms and the dollar value;
- Efforts made to ensure an equal opportunity for participation of female and minority firms in obtaining consultant/subconsultant agreements and construction contracts;

- Potential concerns/barriers for female and minority consultants (i.e. licensing, pre-qualification, lack of subconsulting opportunities);
- Number of public hearings/information meetings held during the design phase and in what locations; percentage of female and minority participation;
- Status of any Title VI complaints received regarding the design process;
- Any significant accomplishments made during the review period;
- Any significant actions planned for the ensuing year.

PROGRAM AREA MONITORING - RIGHT-OF-WAY

The Department Directors have primary responsibility for assuring that the right-of-way appraisal and negotiation functions and the results of those activities are executed in accordance with Title VI. This process includes property appraisals, negotiations with property owners, acquisition of properties, and relocation of people and businesses.

Compliance Monitoring – Department Directors

- Ensure the inclusion of Title VI provisions in all realtor, appraiser, and negotiator contracts;
- Monitor diversification in the use of appraisers;
- Monitor use of staff appraisers and consultants from the approved appraiser list;
- Monitor efforts made to ensure that female and minority appraisers are provided an equal opportunity to participate in the bid process;
- Ensure equitable treatment of all businesses and persons displaced by highway projects, regardless of race, color, age, sex, national origin or disability;
- Monitor efforts taken to overcome language barriers in all phases of the right-of-way process;
- Ensure that internal procedures are reviewed and updated as necessary to maintain Title VI compliance during all phases of the right-of-way process;
- Monitor and report right-of-way accomplishments and problem areas.

Annual Review – Title VI Coordinator

The Title VI Coordinator will review and report annually the Title VI activities related to right-of-way. The following items will be considered in the review and will be reported to the Idaho Transportation Department in the annual Title VI Assurance Update:

- Number of consultant appraisers utilized; Number of female and minority consultant appraisers; efforts made to ensure an equal opportunity for participation of female and minority consulting firms;
- Number of negotiators utilized; number of female and minority negotiators; efforts made to ensure an equal opportunity for participation of females and minorities; Efforts made to provide information in the appropriate language and/or number of times interpreters were used;
- Number of relocations involving female, minority, elderly, low-income and disabled persons;

PROGRAM AREA MONITORING - RIGHT-OF-WAY

- Concerns raised, if any, by female, minority, elderly, low-income, and disabled persons who were relocated and what action was taken to address concerns;
- Number of relocation assistance contracts awarded; number of female or minority firms utilized and efforts made to provide an equal opportunity for female and minority firms to participate in bidding;
- Status of any Title VI complaints received regarding the right-of-way process, i.e. appraisals, negotiations, relocation assistance and payments;
- Any significant accomplishments made during the review period;
- Any significant actions planned for the ensuing year.

PROGRAM AREA MONITORING - CONSTRUCTION

The Department Directors have primary responsibility for assuring that highway contracting procedures are executed in accordance with Title VI and that contractors are in compliance.

Compliance Monitoring – Department Directors

- Monitor to ensure that subcontracts contain the appropriate Title VI contract provisions;
- Administer and enforce the terms of the construction contract in a nondiscriminatory manner;
- Oversee the monitoring of construction project work to ensure compliance with contract plans, specifications and civil rights special provisions;
- Ensure that policies and procedures for monitoring construction activity are applied in a nondiscriminatory manner;

- Monitor construction accomplishments and problem areas;
- Ensure that all provisions of Title VI and/or DBE are being implemented with respect to Federal-aid construction contracting and subcontracting;
- Establish the appropriate level of participation on Federal-aid highway construction projects;
- Identify areas of concern or any barriers to equal participation by female and minority firms on construction projects (i.e. bonding, cash flow, etc.);
- Establish procedures to review and monitor contractors and subcontractors for compliance with Title VI;
- Review corrective action plans prepared by contractors when areas of deficiency with regard to Title VI/EEO requirements are identified;
- Monitor prompt payment provisions for compliance;
- Report in the annual Title VI Assurances Update, Part 1, on any construction contract procedure complaints with potential Title VI implications.

Annual Review – Title VI Coordinator

The Title VI Coordinator will review and report annually the Title VI activities of the Construction Section. The following items will be considered in the review and will be reported to the FHWA in ITD’s annual Title VI Assurance Update:

- Composition of the Construction section workforce by position title, race, and sex;
- Number of construction contracts awarded and the dollar amount; Number of female and minority firms utilized and the dollar amount of the award;
- Number of contractors defaulting on contracts;
- Status of any Title VI construction complaints received during the reporting period;
- Any significant actions planned for the ensuing year.

SECTION 4 - COMPLAINT PROCEDURES

These procedures cover all complaints under the following acts: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act (ADA) of 1990. Complaints may be filed by any person who believes that he or she has been excluded from participation in, been denied the benefits of, or otherwise subjected to discrimination under any City of Coeur d’Alene service, program, or activity whether Federally funded or not, and believes the discrimination is based on race, color, national

origin, sex, age, disability, economic status or limited English proficiency. All allegations, regardless of where they are reported, shall be immediately forwarded to the Title VI Coordinator.

In addition, these complaint processing requirements are passed down to sub-recipients and are reviewed for compliance during on-site reviews with those sub-recipients. City of Coeur d'Alene has published these procedures for public view at:

<http://www.cdaid.org/3097/departments/municipal/title-vi-grievance>

Complaint Reporting - If the complainant elects to file a formal complaint with the City of Coeur d'Alene, it must be submitted in writing, signed and dated, within 180 days of the alleged discriminatory act (or latest occurrence). The complainant is strongly encouraged to bring any incidents of discrimination to the attention of the City of Coeur d'Alene as soon as possible after any such alleged conduct occurs. Individuals may also file complaints directly with the Idaho Transportation Department, the U.S. Department of Transportation (USDOT), the FHWA, or the FTA within the 180 day period.

City of Coeur d'Alene
Attention: Melissa Tosi
ADA Compliance Officer
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Idaho Transportation Department
Attention: EEO Manager – External Programs
P O Box 7129
Boise ID 83707-1129

Investigations – When filing a grievance, the person must provide detailed information to allow an investigation, including the date, location, and description of the alleged act of discrimination, and where there has been continuing course of conduct, the date(s) during which that conduct occurred. The grievance should be in writing and should include the name, address, and telephone number of the complainant. **Upon request, alternative means of filing complaints, such as personal interviews or a tape recording, will be made available for individuals with disabilities.** In the event a person makes a verbal complaint of discrimination to an officer or employee of the City, the person shall be interviewed by the ADA Compliance Officer. If necessary, the ADA Compliance Officer will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the City's investigative procedures as outlined in this document. The complaint should be signed and submitted by the complainant or his/her designee as soon as possible, but no later than 180 days after the alleged incident.

Within 10 calendar days after receiving the complaint, the City will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as referral to the Idaho State Transportation Department (ITD) and/or the U.S. Department of Transportation. Upon receipt of a complaint, the ADA Compliance Officer will provide a copy to the Title VI Compliance Officer.

Within 60 days, the City will conduct an investigation of the allegations and, based on the information obtained, render a recommendation of action in a report of findings to the City's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the City's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the City. The City will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

If the response by the City does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision of the ADA Compliance Officer. Appeals must be made within 15 calendar days after receipt of the response. Appeals must be directed to the Title VI Compliance Officer or his or her designee.

Within 15 calendar days after receiving the appeal, the Title VI Compliance Officer or his or her designee will meet with the complainant to discuss the complaint and to discuss possible resolutions. Within 15 calendar days after the meeting, the Title VI Compliance Officer or his or her designee will provide a response in writing. Where appropriate, the response shall be in a format accessible to the complainant. The response shall be accompanied by a final resolution of the complaint. The ADA Compliance Officer shall maintain the files and records of the City pertaining to the complaints filed for a period of three years after the grant is closed out.

The City will advise ITD within 10 days of receipt of the complaint. Generally, the following information will be included in every notification to ITD.

- a. Name, address, and phone number of the complainant
- b. Name, address(es) of alleged discriminating official(s)
- c. Basis of complaint (i.e., race, color, national origin, or sex)
- d. Date of alleged discriminatory act(s)
- e. Date of complaint received by the City
- f. A summary of the complaint
- g. Other agencies (state, local or Federal) where the complaint has been filed
- h. An explanation of the action the City has taken or proposed to resolve the issue (s) raised in the complaint.

SECTION 5 - DEFINITION OF TERMS

Disparate Impact: Discrimination which occurs because of a neutral procedure or practice, and such practice lacks a "substantial legitimate justification." The focus is on the consequences of a recipient's practices rather than the recipient's intent.

Discrimination/Disparate Treatment: Discrimination which occurs when similarly situated persons are treated differently because of their race, color, national origin, sex, disability, or age,

and the decision maker was aware of the complainant's race, color, national origin, sex, disability, or age, and decisions were made (at least in part) because of one or more of those factors.

Minority: A person who is a citizen or lawful permanent resident of the United States and who is:

- Black - a person having origins in any of the black racial groups of Africa
- Hispanic - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race
- Asian or Pacific Islander - a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, or the Pacific Islands
- American Indian or Alaskan Native - a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition
- White - a female having origins in any of the original peoples of Europe, North Africa, or the Middle East
- Additional subcategories based on national origin or primary language spoken may be used, where appropriate on either a national or regional basis

Recipient: An individual and/or entity that receives Federal financial assistance and operates a program and/or activity.

SEE: Social, Economic, and Environmental – A process to analyze the SEE impacts and effects must be considered during the planning process. The goal of the SEE process is to develop a complete understanding of the existing and future environmental conditions and the possible effects of a proposed project in order to make the best project decision in terms of meeting the intended transportation needs and the goals of an area or community, and for protection and enhancement of the environment.

APPENDIX A

Limited English Proficiency Plan

Limited English Proficiency Plan

City of Coeur d'Alene

February 26, 2010



**Title VI Coordinator City Administrator Wendy Gabriel
710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958 (208) 769-2300**

City of Coeur d'Alene Limited English Proficiency Plan
Resolution No. 19-013

Page 1 of 9
EXHIBIT "2"

I. INTRODUCTION

This *Limited English Proficiency Plan* has been prepared to address the City of Coeur d'Alene's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds, including all City of Coeur d'Alene departments receiving federal grant funds.

Plan Summary

The City of Coeur d'Alene has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency [LEP] who wish to access services provided. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the City of Coeur d'Alene used the four-factor LEP analysis that considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the City of Coeur d'Alene,
2. The frequency with which LEP persons come in contact with City of Coeur d'Alene services,
3. The nature and importance of services provided by the City of Coeur d'Alene to the LEP population, and
4. The interpretation services available to the City of Coeur d'Alene and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

II. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

1. **The number or proportion of LEP persons in the service area who may be served or are likely to require City of Coeur d'Alene services.**

The City of Coeur d'Alene staff reviewed the 2000 U.S. Census Report for Kootenai County and determined that there were 565 persons (0.9% of the population) who speak English less than "very well." In Kootenai County, of those persons with limited English proficiency, 285 speak Spanish, and 195 speak Indo-European languages, the remaining indicated that data was suppressed from disclosure.

2. **The frequency with which LEP persons come in contact with City of Coeur d'Alene services.**

The City of Coeur d'Alene staff reviewed the frequency with which City Council, office staff, and maintenance staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, the City of Coeur d'Alene has had no requests for interpreters and no requests for translated program documents. The City Council, office staff, and maintenance staff have had very little contact with LEP persons.

3. **The nature and importance of services provided by the City of Coeur d'Alene to the LEP population.**

There is no large geographic concentration of any type of LEP individuals in the service area for the City of Coeur d'Alene. The overwhelming majority of the population, 96.3%, speak only English. As a result, there are few social, service, professional, and leadership organizations within the City of Coeur d'Alene service area that focus on outreach to LEP individuals. The City of Coeur d'Alene City Council and staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from maintenance staff of impacts on city services, and attendance at City Council meetings.

4. **The resources available to the City of Coeur d'Alene, and overall costs to provide LEP assistance.**

The City of Coeur d'Alene reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise, and contacted local citizens that would be willing to provide voluntary Spanish translation if needed within a reasonable time period. Other language translation, if needed, would be provided through a telephone interpreter line for which the city would pay a fee.

III. LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City of Coeur d'Alene services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the City of Coeur d'Alene staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All city staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises. (An example of the "I Speak" card is attached as Exhibit "A" to this document).
- All City of Coeur d'Alene staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the City of Coeur d'Alene sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event, it will help identify the need for future events.

Language Assistance Measures. Although there is a very low percentage in the City of Coeur d'Alene of LEP individuals, that is, persons who speak English "not well" or "not at all," the city will strive to offer the following measures:

The City of Coeur d'Alene staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.

The following resources will be available to accommodate LEP persons:

- Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time-period.
- Language interpretation will be accessed for all other languages through a telephone interpretation service.

IV. STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the "I Speak" cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for the City of Coeur d'Alene will be required to follow the Title VI/LEP guidelines.

V. TRANSLATION OF DOCUMENTS

- The City of Coeur d'Alene weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.
- Due to the very small local LEP population, the City of Coeur d'Alene does not have a formal outreach procedure in place, as of 2010. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, the City of Coeur d'Alene will consider the following options:
 - When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

VI. MONITORING

Monitoring and Updating the LEP Plan. The City of Coeur d'Alene will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when data from the 2010 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the City of Coeur d'Alene service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.

- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the City of Coeur d'Alene's financial resources are sufficient to fund language assistance resources needed.
- Determine whether the City of Coeur d'Alene fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

VII. DISSEMINATION OF THE CITY OF COEUR D'ALENE LEP PLAN

- Post signs at City Hall notifying LEP persons of the LEP Plan and how to access language services.
- State on agendas and public notices in the language that LEP persons would understand that documents are available in that language upon request at City Hall.

EXHIBIT "A"

2004 Census Test	LANGUAGE IDENTIFICATION FLASHCARD	U.S. Census 2010
<input type="checkbox"/>	ضع علامة في هذا المربع إذا كنت تتقرأ أو تتحدث العربية	1. Arabic
<input type="checkbox"/>	Գրեք այս քառակուսիքում, ինչպես կարող եք ընտրել լեզուն:	2. Armenian
<input type="checkbox"/>	যদি আপনি বাংলা পড়েন বা বলেন তা তবে এই আকেন দান দিন।	3. Bengali
<input type="checkbox"/>	ប្រសិនបើ អ្នក អាច អាន ឬ ទស្សនា ភាសា ខ្មែរ បាន ។	4. Cambodian
<input type="checkbox"/>	Meska i kalhion ya yungia fofingon' manahat pat fofingon' komeatos Chamorro.	5. Chamorro
<input type="checkbox"/>	如果你能讲中文或讲中文, 请选择此框。	6. Simplified Chinese
<input type="checkbox"/>	如果你能讲中文或讲中文, 请选择此框。	7. Traditional Chinese
<input type="checkbox"/>	Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	8. Croatian
<input type="checkbox"/>	Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	9. Czech
<input type="checkbox"/>	Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
<input type="checkbox"/>	Mark this box if you read or speak English.	11. English
<input type="checkbox"/>	اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	12. Farsi

<input type="checkbox"/> Cochez ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/> Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/> Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/> Make kazyé so a si ou li oswa ou pale kreylò ayisyen.	16. Haitian Creole
<input type="checkbox"/> अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बकस में चिह्न लगाएं।	17. Hindi
<input type="checkbox"/> Koo lub voj no yog koj paub twm thiab lais lus Hmoob.	18. Hmong
<input type="checkbox"/> Jelölje meg ezt a köcsöt, ha megéri vagy becsúli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/> Markanan dagtoy nga kahon no makabasa wenno makasanta iti Ilocano.	20. Ilocano
<input type="checkbox"/> Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/> 日本語を構えたり、構える場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/> 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/> ສະແດງຄວາມຮູ້ ຫຼື ພາສາລາວຂອງທ່ານ.	24. Laotian
<input type="checkbox"/> Proszę o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

U.S. DEPARTMENT OF COMMERCE
Bureau of Economic Analysis
U.S. CITIZEN BUREAU

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnăți această casuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите ovaj kvadratić ukoliko čitate или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorec, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque este casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahus itong kuwadrado kang kare ay marubog magbasa o magusap sa Tagalog.	32. Tagalog
<input type="checkbox"/>	ໝາຍໃຫ້ສັນຍາກວ່າເຈົ້າອ່ານຫຼືເວົ້າໄດ້ພາສາໄທ.	33. Thai
<input type="checkbox"/>	Maaka 'i he poha ni kapau 'oku ke lau pe ia i tukatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	CHWYCHO KWA DIBAOG MUE KWA KWATO NAW LIAO KWAIB	38. Yiddish

DS-5108

U.S. DEPARTMENT OF COMMERCE
BUREAU OF ECONOMIC ANALYSIS
U.S. CUSTOMS SERVICE

APPENDIX B

Grievance Procedure

Grievance Procedure for City of Coeur d'Alene

The following grievance procedure is established to meet the requirements of Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990 (ADA), Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended.

As a recipient of Federal Funds, The City of Coeur d'Alene certifies that all persons claiming discrimination prohibited by the Acts referenced above committed by the City have the right to submit a grievance on the basis of discrimination individually, as a member of any specific class, or in connection with any disadvantaged business enterprise. A complaint may also be filed by a representative on behalf of such person.

When filing a grievance, the person must provide detailed information to allow an investigation, including the date, location, and description of the alleged act of discrimination, or where there has been continuing course of conduct, the date on which that conduct was discontinued. The grievance should be in writing and should include the name, address, and telephone number of the complainant. **Upon request, alternative means of filing complaints, such as personal interviews or a tape recording, will be made available for individuals with disabilities.** In the event a person makes a verbal complaint of discrimination to an officer or employee of the City, the person shall be interviewed by the ADA Compliance Officer. If necessary, the ADA Compliance Officer will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the City's investigative procedures as outlined in this document. The complaint should be submitted by the complainant or his/her designee as soon as possible, but no later than 180 days after the alleged violation. Complaints must be signed and sent to:

Melissa Tosi, Human Resource Director
ADA Compliance Officer
710 E. Mullan Avenue Coeur d'Alene, ID 83814
208-769-2205

Within 10 calendar days after receiving the complaint, the City will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as referral to the Idaho State Transportation Department (ITD) and/or the US Department of Transportation. Upon receipt of a complaint, the ADA Officer will provide a copy to the Title VI Compliance Officer.

If the response by the City does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision of the ADA Officer. Appeals must be made within 15 calendar days after receipt of the response. Appeals must be directed to the Title VI Compliance Officer or his or her designee.

Within 15 calendar days after receiving the appeal, the Title VI Compliance Officer or his or her designee will meet with the complainant to discuss the complaint and to discuss possible resolutions. Within 15 calendar days after the meeting, the Title VI Compliance Officer or his or her designee will provide a response in writing. Where appropriate, the response shall be in a format accessible to the complainant. The response shall be accompanied by a final resolution of the complaint. The ADA Compliance Officer shall maintain the files and records of the City pertaining to the complaints filed for a period of three years after the grant is closed out.

The City will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD.

- a. Name, address, and phone number of the complainant
- b. Name, address (es) of alleged discriminating official(s)
- c. Basis of complaint (i.e., race, color, national origin, or sex)
- d. Date of alleged discriminatory act(s)
- e. Date of complaint received by the City
- f. A statement of the complaint
- g. Other agencies (state, local or Federal) where the complaint has been filed
- h. An explanation of the action the City has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the City, will conduct an investigation of the allegations and, based on the information obtained, render a recommendation of action in a report of findings to the City's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the City's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the City. The City will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Under Title II, filing a grievance with the public entity's ADA Coordinator, filing a complaint with a federal agency, or filing a lawsuit may be done independently of the others. **Individuals are not required to file either a grievance or complaint to bring a lawsuit. Lawsuits may be filed at any time.** The following are four of the eight agencies where a Title II complaint can be filed:

Department of Justice (DOJ)
Civil Rights Division
Public Access Section
P.O. Box 66738
Washington, DC 20035-9998

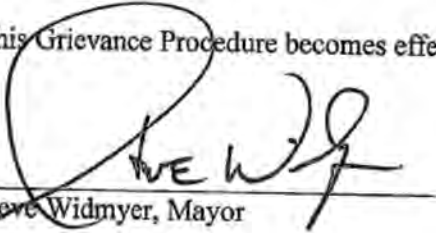
Department of Housing & Urban Development (HUD)
Community Planning and Development
451 7th Street
Washington, DC 20410-4000

Architectural & Transportation Barriers Compliance Board (ATBCB)
1331 F Street, N.W., Suite 1000
Washington, DC 20004-1111

Equal Employment Opportunity Commission (EEOC)
1801 L Street, N.W.
Washington, DC 20507

Idaho Transportation Department
Attn: EEO Office
P.O. Box 7129
Boise, Idaho 83707-1129

This Grievance Procedure becomes effective upon passage of Resolution No. 14-013


Steve Widmyer, Mayor

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 3, 2023

FROM: CHRIS BOSLEY, CITY ENGINEER

SUBJECT: ON-CALL PROFESSIONAL CONSULTANT SERVICES LIST

DECISION POINT: Should Council approve the On-Call Professional Consultant Services List established through the Statement of Qualifications process?

HISTORY/BACKGROUND: A notice of request for statement of qualifications for professional services consultants was published November 18th & 25th, 2021. The City of Coeur d'Alene assembled a city staff selection committee to determine a consultant roster list within each of several categories (professional engineering, architectural, landscape architecture, construction management, land surveying and related services). The recommended list is being provided to Council for approval per Idaho Code § 67-2320. This list will allow the City to select professional consultants for projects less than \$50,000 directly from the relevant list or to conduct formal interviews depending on the contemplated project. The list is effective for five years, ending on December 31, 2026. Each contract which falls within the parameters of the Code will be entered into pursuant to the City's adopted Purchasing Policy for goods and services. The City has utilized this SOQ process to select consultants for small projects for many years.

FINANCIAL ANALYSIS: There is no cost to the City for approval of this list. Individual contracts will be entered into pursuant to the City's purchasing policy.

PERFORMANCE ANALYSIS: Utilizing a preapproved list of professional consultants enables the City to be assured of the expertise of the professional hired which is required for each project and expedites project time lines within the authority provided by Idaho Code.

DECISION POINT/RECOMMENDATION: Council should approve the On-Call Professional Consultant Services List for a five-year period ending December 31, 2026.



NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES CONSULTANT

The City of Coeur d'Alene is soliciting Statements of Qualifications (SOQ's) for professional engineering, architectural, landscape architecture, construction management, land surveying, and related services, pursuant to Idaho Code § 67-2320. The services required will generally encompass engineering design, planning, and evaluation, construction management and administration, including inspection and quality control, land surveying for the purpose of annexation, acquiring easements, vacations, and the like, and materials testing. The SOQ's of approved consultants will be valid through **December 31, 2026**.

One hard copy of the completed SOQ must be received by the City Clerk prior to 4:00 p.m. PST on October 04, 2021. Responses shall be submitted in a sealed envelope addressed to: City of Coeur d'Alene, Attn: Renata McLeod, City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814. The envelope in which the response is enclosed should be labeled: "City of Coeur d'Alene, Professional Services SOQ."

All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and any appeal hearing.

Those interested in submitting an SOQ must obtain the instructions for the Request for Qualifications (RFQ) from the City Clerk (208-769-2229) and must register with the City Clerk to receive any addenda that may be issued. No fee will be required for the RFQ instructions.

Questions regarding this RFQ should be directed by e-mail to: **City Engineer, Chris Bosley, PE:** cbosley@cdaid.org

The City, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, notifies all bidders that it will ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin.

Dated this 18th day of November, 2021

Renata McLeod, City Clerk

****Publish: November 18, 2021 and November 25, 2021**

RESOLUTION NO. 23-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ON-CALL PROFESSIONAL CONSULTANT SERVICES LIST ESTABLISHED THROUGH THE STATEMENT OF QUALIFICATIONS PROCESS PER IDAHO CODE § 67-2320.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the on-call Professional Consultant Services list, a copy of which list is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such list.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the on-call Professional Consultant Services List established through the Statement of Qualifications process per Idaho Code § 67-2320, a copy of which list is attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to approve the on-call Professional Consultant Services list on behalf of the City.

DATED this 3rd day of January, 2023.

James Hammond, 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 _____.

2021 Statement of Qualifications for Professional Services Selection Results

Category	Water	WW	Parks	Architect	Landscape	Development	Geotech	Storm	Environmental	Constuction	Surveying	Transportation	Traffic
Allwest Engineering							X		X				
Architects West		X	X	X	X								
Bernardo Wills		X			X								
Carollo Engineers		X											
Century West Engineering						X							
Coffman Engineers		X											
Design West Architects				X									
DOWL													X
GeoProfessional Innovation							X		X				
HDR												X	X
Hill International										X			
HMH Engineering	X					X	X	X		X	X	X	
Iteris													
JUB	X	X				X		X		X	X	X	X
Keller Associates	X							X			X		
Land Expressions			X										
Longwell Trapp				X									
Olson Engineering, PLLC	X	X						X					
PH Consulting													
Strata							X						
T-O Engineers									X		X	X	X
VH Consulting		X											
Welch Comer	X		X					X		X	X	X	X
Yard & Company				X		X							

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 3, 2023

FROM: TODD FEUSIER – STREETS & ENGINEERING DIRECTOR

**SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES CONTRACT
 WITH DESIGN WEST**

=====

DECISION POINT: Should Council approve an Agreement with Design West to provide architectural services for the Streets & Engineering Department Remodel Project?

HISTORY: The facility was constructed in 1990 with no significant upgrades since construction. The building is occupied by department personnel and equipment. Currently, several of the department staff are housed in a separate building which can make communication and coordination challenging. Upgrades to the facility are necessary to bring the building into compliance with current life-safety codes for the planned occupancy and to provide adequate office space for department staff.

FINANCIAL ANALYSIS: The project was approved and adopted by Council for FY 22/23. The agreement is for a cost not to exceed \$49,000.00.

PERFORMANCE ANALYSIS: Approval of this agreement is the first step for the remodel project. The purpose of this agreement for architectural services is to develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, restrooms, and similar related support spaces for the Streets & Engineering Department’s relocation to the renovated areas of the maintenance building. The improvements will seek to bring the building into compliance with current life-safety code compliance for the planned occupancy. The services will include architectural, structural, mechanical, and electrical engineering services, but not civil or geotechnical engineering services. The selected architect will provide a vicinity plan, a site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City’s selected contractor to price and complete the project. Design West is one of the architectural firms on the City’s approved On-Call Professional Consultant Services List for small projects.

DECISION POINT/RECOMMENDATION: Council should approve the Professional Services Agreement with Design West for the Streets & Engineering Department Remodel Project for a cost not to exceed \$49,000.00.

RESOLUTION NO. 23-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WEST TO PROVIDE ARCHITECTURAL SERVICES FOR THE STREETS & ENGINEERING DEPARTMENT REMODEL PROJECT.

WHEREAS, the Streets & Engineering Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Design West to provide architectural services for the Streets & Engineering Department remodel project, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with Design West to provide architectural services for the Streets & Engineering Department remodel project, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 3rd day of January, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the [redacted] day of [redacted] in the year two thousand twenty-two.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Design West Architects
905 W. Riverside Avenue, Suite 605
Spokane, WA 99201

for the following Project:
(Name, location and detailed description)

City of Coeur d'Alene – Street & Engineering Maintenance Building Renovation
Coeur d'Alene, Idaho

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Owner acknowledges that this standard of care does not imply or represent that the Contract Documents produced by the Architect and his Consultants will be 100% free from inconsistencies, conflicts or discrepancies and they do not guarantee that 100% of the elements of the project are included. The Owner understands that since the Architect and his consultants cannot produce 100% accurate documents, that construction related changes will occur and the changes may result in additional construction costs. These changes are in addition to any changes required due to unforeseen or hidden conditions, changes in the codes or regulations and any Owner directed changes. The Owner will establish a construction contingency to fund construction changes. All costs or credits associated with construction changes will be handled by a modification to the original contract between the Owner and the Contractor(s). The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical/Plumbing Engineering:	Kartchner Engineering
Electrical Engineering:	KWR Engineering
Structural Engineering:	LSB Consulting Engineers

Civil Engineering, geotechnical disciplines, additional specialty consultants, hazardous materials surveys and any detailed or destructive material testing are excluded from this agreement at this time. These disciplines could be added to our services by an additional services compensation agreement in the future.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming work. Communications by and with the Architect's consultants shall be through the Architect.

The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the Substantial Completion date as outlined in the contract between the Owner and the Contractor. The Owner acknowledges that if the Construction Phase Services covered by this Agreement cannot be completed within the time frame established in the contract documents and the contract between the Contractor and the Owner (Substantial Completion) because construction is not yet completed, extension of the Architect's services beyond that time shall be compensated as Additional Services. Time and expense incurred by the Architect and his Consultants on the project beyond the Substantial Completion date established by the Contract Documents will be billed and become due on a monthly basis at the rates established in this Agreement until Substantial Completion of construction is achieved by the Contractor(s).

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress

of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information. The Owner shall furnish the services of any other engineers. Such services may include but are not limited to, evaluations of hazardous materials, including necessary operations for anticipating conditions, with reports and appropriate recommendations.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fixed Fee not-to-exceed \$49,000, plus reimbursable expenses (limited to drawing printing/reproduction expenses directly associated with the project) billed at cost plus 15%.

The fee is approximately broken down by phase as follows, but note that unexpended amounts in other phases or from sub-consultants can be billed up to the total maximum not-to-exceed:

Design Phase	\$21,000
Construction Documents Phase	\$28,000
TOTAL Not-to-Exceed Fee	\$49,000

Please see attached Fee Proposal Letter dated December 9, 2022, 2 pages for more information.

The Owner shall pay the Architect an initial payment of Zero Dollar (\$0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

Init.

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User Notes:

(1668567857)

Resolution No. 23-004

Exhibit "A"

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the Project location at the time payment is due.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond the date of Substantial Completion outlined in the Agreement between the Owner and Contractor.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 Standard of Care: In providing services under this agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Architect and by mutual agreement between the parties the Architect will without additional compensation, correct those design services not meeting such a standard.

7.2 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total coverage under their professional liability insurance policy for this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Additional limits of liability may be made a part of this Agreement for an additional fee, upon written request by the Owner, subject to availability, within 30 days of executing this Agreement.

7.3 The Architect shall maintain the following insurance for the duration of this Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	\$1,000,000 each occurrence / \$2,000,000 Aggregate
.2	Automobile Liability	\$250,000/500,000/100,000
.3	Workers' Compensation	\$100,000/100,000/500,000
.4	Professional Liability	\$1,000,000 each claim / \$2,000,000 Aggregate

7.4 Claims For Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connection in any way to the subject projects or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of project, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and Architect shall require similar waivers of consequential damages protecting all entities or persons named herein in all contracts and subcontracts with others involved in this project.

7.5 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Architect.

7.6 The Architect's responsibility for assisting in obtaining approval of governmental authorities is limited to submitting and responding to the local building official's building plan review process.

7.7 All reviews of the design and construction documents shall be coordinated by the Owner. Review by outside developers, construction or facilities management organizations are specifically excluded from this agreement. The Owner shall be the sole source of input into the design and construction document process.

7.8 ADA Compliance on Renovation Projects: The Americans with Disabilities Act (ADA) provides that it is a violation to design and construct a facility that does not meet the accessibility and usability requirements of the ADA. These requirements have been subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA requirements, and/or requirements of other disabled accessibility related federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal

(Printed name, title, and license number, if required)



DESIGN
WEST

December 9, 2022

Todd Feusier, Director of Street and Engineering Department
City of Coeur d' Alene
710 East Mullan Ave
Coeur d' Alene, ID 83814
tfeusier@cdaid.org

RE: **City of Coeur d' Alene – Street & Engineering Maintenance Building Renovation**
Scope of Services and Fee Proposal

Dear Todd,

Thank you for considering Design West Architects for the City of Coeur d' Alene – Streets & Engineering Maintenance Building Renovation project and meeting with me on-site previously to familiarize me with the existing conditions. We are pleased to provide the following scope of services and fee proposal:

Services:

Design West Architects proposes to provide architectural services for City of Coeur d' Alene – Streets & Engineering Maintenance Building Renovation project, to include:

- Conduct up to two more site visits, observe visible conditions of the existing building and related items.
- Work with the City of Coeur d' Alene's Streets & Engineering Department representatives to design approximately 5,000 SF of renovations to the existing maintenance building we toured earlier. This process is anticipated to include up to 3 design meetings with the city representatives.
- Develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, restrooms, and similar related support spaces for the Streets & Engineering Department's relocation to the renovated areas of the maintenance building. The improvements will seek to bring the building into compliance with current life-safety code compliance for the planned occupancy.
- The document list shall include the following drawings: vicinity plan, site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City's selected contractor to price and complete the project.
- As a sub-consultant, we will include the services of Kartchner Engineering and KWR Electrical Engineers to provide plumbing, HVAC, and electrical drawings for the project.

Our services will be provided under the basic provisions and conditions contained within a standard AIA B105 Owner-Architect Agreement. The proposed fee below is based upon the assumptions related to the scope of services described above.

The services will include Architectural, Structural, Mechanical and Electrical Engineering services. The proposal doesn't include Civil, or Geotechnical disciplines, as these services are not anticipated for this project given the current project description and scope. These services also exclude hazardous materials surveys or abatement design services, or other building survey or assessment consultants that may be required by the city permitting process. Generally, the phases of service are defined as follows:

SPOKANE, WASHINGTON
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.
905 W RIVERSIDE AVE
SUITE 605
SPOKANE, WA 99201
TEL. 509-290-6843
www.designwestpa.com



Design Phase: The design team will refine and update the concept design to confirm the project scope with the City of Coeur d' Alene Streets & Engineering Department representatives.

Construction Documents: Based upon the discussions in the previous phase the architect will prepare construction documents including drawings and specifications for the construction of the project.

Compensation:

Compensation for the basic services shall be on a lump sum basis, plus reimbursable expenses. The fee is approximately broken down by phase as follows, note that unexpended amounts in other phases or from our sub-consultants can be billed up to the total maximum not-to-exceed:

<i>Design Phase</i>	<i>\$21,000</i>
<i>Construction Documents Phase</i>	<i>\$28,000</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$49,000</i>

Reimbursable expenses will be billed in addition to the basic services fee. These expenses will be billed at direct cost plus 15%; reimbursable expenses are limited to drawing printing/reproduction expenses directly associated with the project. All other costs are covered by the basic design team fee. These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	\$185
Project Architect	\$160
Project Manager	\$140
Architectural Technical Support	\$100
Office Administration	\$70

Thank you for your time and consideration in this matter. If you have any questions, or would like to meet to discuss this further, please call.

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal



DESIGN
WEST

December 9, 2022

Todd Feusier, Director of Street and Engineering Department
City of Coeur d' Alene
710 East Mullan Ave
Coeur d' Alene, ID 83814
tfeusier@cdaid.org

RE: **City of Coeur d' Alene – Street & Engineering Maintenance Building
Renovation**
Scope of Services and Fee Proposal

Dear Todd,

Thank you for considering Design West Architects for the City of Coeur d' Alene – Streets & Engineering Maintenance Building Renovation project and meeting with me on-site previously to familiarize me with the existing conditions. We are pleased to provide the following scope of services and fee proposal:

Services:

Design West Architects proposes to provide architectural services for City of Coeur d' Alene – Streets & Engineering Maintenance Building Renovation project, to include:

- Conduct up to two more site visits, observe visible conditions of the existing building and related items.
- Work with the City of Coeur d' Alene's Streets & Engineering Department representatives to design approximately 5,000 SF of renovations to the existing maintenance building we toured earlier. This process is anticipated to include up to 3 design meetings with the city representatives.
- Develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, restrooms, and similar related support spaces for the Streets & Engineering Department's relocation to the renovated areas of the maintenance building. The improvements will seek to bring the building into compliance with current life-safety code compliance for the planned occupancy.
- The document list shall include the following drawings: vicinity plan, site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City's selected contractor to price and complete the project.
- As a sub-consultant, we will include the services of Kartchner Engineering and KWR Electrical Engineers to provide plumbing, HVAC, and electrical drawings for the project.

Our services will be provided under the basic provisions and conditions contained within a standard AIA B105 Owner-Architect Agreement. The proposed fee below is based upon the assumptions related to the scope of services described above.

The services will include Architectural, Structural, Mechanical and Electrical Engineering services. The proposal doesn't include Civil, or Geotechnical disciplines, as these services are not anticipated for this project given the current project description and scope. These services also exclude hazardous materials surveys or abatement design services, or other building survey or assessment consultants that may be required by the city permitting process. Generally, the phases of service are defined as follows:

SPOKANE, WASHINGTON
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.
905 W RIVERSIDE AVE
SUITE 605
SPOKANE, WA 99201
TEL. 509-290-6843
www.designwestpa.com



Design Phase: The design team will refine and update the concept design to confirm the project scope with the City of Coeur d' Alene Streets & Engineering Department representatives.

Construction Documents: Based upon the discussions in the previous phase the architect will prepare construction documents including drawings and specifications for the construction of the project.

Compensation:

Compensation for the basic services shall be on a lump sum basis, plus reimbursable expenses. The fee is approximately broken down by phase as follows, note that unexpended amounts in other phases or from our sub-consultants can be billed up to the total maximum not-to-exceed:

<i>Design Phase</i>	<i>\$21,000</i>
<i>Construction Documents Phase</i>	<i>\$28,000</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$49,000</i>

Reimbursable expenses will be billed in addition to the basic services fee. These expenses will be billed at direct cost plus 15%; reimbursable expenses are limited to drawing printing/reproduction expenses directly associated with the project. All other costs are covered by the basic design team fee. These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	\$185
Project Architect	\$160
Project Manager	\$140
Architectural Technical Support	\$100
Office Administration	\$70

Thank you for your time and consideration in this matter. If you have any questions, or would like to meet to discuss this further, please call.

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal