

WELCOME

To a Regular Meeting of the
Coeur d'Alene City Council

Held in the Library Community Room (702 E. Front Avenue)

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.

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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

June 15, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Bill Muck with Crossroads Community

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. PRESENTATION:

1. Financial Update for Fiscal Year 2020-2021

Presented by: Troy Tymesen, City Administrator

F. 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.)

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor** – Appointments: Tyler Drechsel and Justin Miller to the International Board of Appeals.

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

1. Approval of Council Minutes for the June 1, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the June 7, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, June 21, 2021, at 12:00 noon.
6. Setting of Public Hearings for July 6, 2021:
 - a. Increase in city fees from the Building, Finance, Parks and Recreation; and Water Departments.
 - b. Community Development Block Grant year end Consolidated Annual Performance and Evaluation Report (CAPER).
7. **Resolution No. 21-038**
 - a. Approve of an Agreement with Longwell + Trapp Architects for Preparation of the Police Department Facility Master Plan Utilizing Impact Fees in the Amount of \$6,500.00 plus Reimbursables.
 - b. Declare of used Police Vehicles as Surplus and Authorize the Sale at Auction.
 - c. Agreement with the Idaho Transportation Department for the Local Highway Safety Improvement Program (LHSIP) Grant to Make Pedestrian Safety Improvements in Coeur d'Alene, and Authorize Partial Payment for Matching Funds in the Amount of \$2,000.00.
 - d. Approval of the purchase of a Utility Terrain Vehicle (UTV) for Emergency Back Country Rescue Responses in the Amount of Approximately \$21,000.00.
 - e. Approval of the purchase of a New 2021 305E2CR CAT Excavator from Western States Equipment in the Amount of \$74,962.69.

As Recommend by the General Services/Public Works Committee

I. PUBLIC HEARING:

Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>

1. Legislative: V-20-06 - Vacation of a portion of Seltice Way right-of-way adjoining the northeasterly boundary of Lot 4, Block 1, Glacier Northwest-Seltice Subdivision.

Staff Report by: Dennis Grant, Engineering Project Manager

a. **Council Bill No. 21-1014** – Approving V-20-06- Vacation of a portion of Seltice Way right-of-way adjoining the northeasterly boundary of Lot 4, Block 1, Glacier Northwest-Seltice Subdivision.

2. Legislative: V-21-02 - Vacation of a Portion of Wilbur Avenue Right-of-Way

Staff Report by: Dennis Grant, Engineering Project Manager

a. **Council Bill No. 21-1015** – Approving V-21-02 - Vacation of a Portion of Wilbur Avenue Right-of-Way.

J. RECESS to June 30, 2021, at 12:00 p.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding the Fiscal Year 2021-2022 Budget.



Coeur d'Alene CITY COUNCIL MEETING

June 15, 2021

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

PRESENTATIONS

A stack of silver coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a gradient of blue, and there are some blurred coins in the foreground.

Fiscal Year 2020-2021 Financial Update

A stack of silver coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a gradient of blue, and there are some blurred coins in the foreground.

General Fund The Start of FY 2020-21

| | |
|---|--------------|
| Unassigned Fund Balance at 9/30/20 | \$9,183,668 |
| Unassigned Fund Balance at 9/30/19 | \$9,057,245 |
| 9/30/20 Expenses | \$45,581,896 |
| 9/30/19 Expenses | \$40,696,281 |
| 9/30/20 Fund Balance - % of Expenses | 20.15% |
| 9/30/19 Fund Balance - % of Expenses | 22.25% |

General Fund Revenues through May 31st

| | FY 2020-21 | FY 2019-20 |
|-----------------------|---------------------|---------------------|
| Property Taxes | \$10,012,059 | \$12,905,107 |
| Licenses & Permits | \$3,266,236 | \$3,186,437 |
| Intergovernmental | \$6,951,790 | \$5,853,662 |
| Charges for Services | \$142,220 | \$170,094 |
| Fines and Forfeitures | \$221,900 | \$206,911 |
| Miscellaneous | \$49,010 | \$149,543 |
| Transfers In | \$1,799,224 | \$1,706,260 |
| Interest | \$27,077 | \$140,393 |
| Total Revenues | \$22,469,516 | \$24,318,407 |

Intergovernmental Increases

| | FY 2020-21 | FY 2019-20 |
|-------------------|--------------------|--------------------|
| State Liquor Tax | \$505,391 | \$424,726 |
| Highway Users Tax | \$1,843,161 | \$1,239,542 |
| Sales Tax | \$2,430,914 | \$2,113,811 |
| Total | \$4,779,466 | \$3,778,079 |

General Fund Expenses through May 31st

| | FY 2020-21 | FY 2019-20 |
|-----------------------|---------------------|---------------------|
| General Government | \$5,824,108 | \$6,444,547 |
| Public Safety | \$17,594,965 | \$17,084,308 |
| Public Works | \$3,317,674 | \$3,633,804 |
| Parks and Recreation | \$1,581,135 | \$1,774,083 |
| | | |
| Total Expenses | \$28,317,882 | \$28,936,742 |

General Fund Expenses through May 31st

| | FY 2020-21 | FY 2019-20 |
|-----------------------|---------------------|---------------------|
| Personnel Costs | \$23,357,217 | \$23,201,893 |
| Services and Supplies | \$4,607,232 | \$4,981,519 |
| Capital Outlay | \$353,433 | \$753,330 |
| | | |
| Total Expenses | \$28,317,882 | \$28,936,742 |

Enterprise Funds Revenues through May 31st

| | FY 2020-21 | FY 2019-20 |
|----------------|-------------------|-------------------|
| Water | \$3,957,586 | \$3,552,929 |
| Wastewater | \$9,088,294 | \$8,560,622 |
| Drainage | \$711,087 | \$712,571 |
| Sanitation | \$2,990,210 | \$2,864,485 |
| Parking | \$295,284 | \$274,930 |
| | | |
| Total Revenues | \$17,042,461 | \$15,965,537 |

Enterprise Funds Expenses through May 31st

| | FY 2020-21 | FY 2019-20 |
|----------------|-------------------|-------------------|
| Water | \$4,654,638 | \$5,618,671 |
| Wastewater | \$7,752,135 | \$5,683,185 |
| Drainage | \$477,821 | \$553,596 |
| Sanitation | \$2,664,280 | \$2,455,732 |
| Parking | \$443,479 | \$648,556 |
| | | |
| Total Expenses | \$15,992,353 | \$14,959,740 |



ANNOUNCEMENTS

Memo to Council

DATE: June 15, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the June 15, 2021, Council Meeting:

TYLER DRECHSEL

International Board of Appeals (Appointment)

JUSTIN MILLER

International Board of Appeals (Re-Appointment)

A copy of the data sheets have been placed by your mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Ted Lantzy, Building Official

CONSENT CALENDAR

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

June 1, 2021

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room June 1, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Steve Massey with Hayden Bible Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Gookin led the Pledge of Allegiance.

PUBLIC COMMENTS:

Nick Arambarri, Coeur d'Alene, volunteer for "Moms Demand Justice for Gun Sense in America," noted that Friday is National Gun Violence Awareness day. The organization is seeking the City's support for their Wear Orange Campaign to honor victims and promote gun violence prevention. He noted that he provided a letter to the Mayor and was disappointed that he denied their request to support the cause this year. In a letter back to their group, the Mayor stated the denial of support was based on their organization's partisan actions during the 2020 election year. Mr. Arambarri noted that their organization does have a political branch for legislative work and advocacy, and a support arm that promotes events such as the Wear Orange Campaign. They support gun safe candidates; however, they do not take a stance on any other issues. They would like the City's support next year. Mayor Widmyer noted that all the correspondence between him and Mr. Arambarri was copied to the City Council and reiterated that the City of Coeur d'Alene (City) is a non-partisan organization. He made his decision on information provided by Shannon Watts, founder of Moms Demand Justice for Gun Sense in America. In a Fortune Magazine article dated July 12, 2020, Ms. Watts stated that they needed to flip the senate and hold the house and keep flipping the state legislators, which the Mayor felt was very partisan. He thanked them for their efforts and reiterated the City is a non-partisan organization. Mr. Arambarri expressed his disappointment that there was no ability to have a dialogue about it and/or the ability to provide counter points or a way to not take the lead on it. Councilmember Gookin noted he stands by the Mayor's position.

Norman Leffler, Coeur d'Alene, stated that he is a retired doctor that has lived in Kootenai County for 28 years and in the Landings subdivision for 8 years. He wanted to let the Council know about a dangerous traffic area within the Landings and provide a resolution. The area of concern is the exit on Prairie Avenue and the use of Carrington Lane. He noted that Carrington is a three-lane road; however, at many times it is only one-lane as there are so many cars parked on each side of the street. He provided Council with photographs of the issues and he believes the solution is to put bike paths through the residential area to Prairie Avenue to prevent parking on the side of the road. He noted he talked to the road people and the County Commissioners. The Mayor noted that staff would contact Mr. Leffler.

Gabrielle Minor, Coeur d'Alene, thanked the Council for their decision to keep water open on the river at Atlas Park. She noted that is what makes the City a wonderful place to live. She expressed concern over additional zoning increases and the increase in traffic it brings, and said it is an accident waiting to happen. She has children that are 13 and 17 years old and they are terrified by the growth and know they will not be able to afford to live here. She noted that there isn't the infrastructure for all the traffic on the road, and asked Council to think about what type of city they want to have and how it should look going forward, while maintaining what we have. Councilmember Miller noted that the KMPO website, www.kmpo.net, provides access to the Regional Growth and Housing Partnership resources and a place she can provide growth input.

Jessica Mahuron, Coeur d'Alene, noted that she normally has an event in the park on June 5, entitled Pride in the Park. However, she has other events planned on June 5 this year. She is not concerned personally but does have to field questions and comments from others expressing their concerns regarding the armed people that were in the City last year. The images of guns on our streets does impact some people's sense of safety and belonging and many people still have feelings of trauma about that time. She asked Council to think about what they can do to support gun safety and/or prevention if not supporting another organization. Councilmember Wood noted the history of other conflicting events within the town and noted that the City is big enough for all of us and hopes that she would have her event on the same day next year. Ms. Mahuron noted that she agrees and will continue to plan their events outside of COVID.

ANNOUNCEMENTS:

Councilmember English noted that he was gone most of last month, as he was in the hospital, and is now back and in good shape and appreciated the kind comments he received.

Councilmember McEvers welcomed Andy Finney who is filling in for Jeff Crowe in the studio booth tonight.

Councilmember Miller noted that the Library Trustees took a field trip to the schools to review the satellite libraries. She expressed how well the School District staff and Trustees are doing at working together on positive community projects. She noted that she emceed the Idaho Drugfree Youth lip sync battle on May 27, and mentioned that they met their fund-raising goal. She will be emceeding the Safe Passage violence prevention breakfast, on June 7, 2021, and noted that donations are always welcome. The Regional Housing and Growth Issues Partnership found that

Post Falls and two (2) other groups were going to do a housing assessment, so the group agreed to work jointly on a housing needs assessment. More information can be found at www.kmpo.net. She noted that this is not a funded program, so KMPO volunteered to be a place to keep all the information.

CONSENT CALENDAR:

1. Approval of Council Minutes for the May 18, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the May 24, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, June 7, 2021, at 12:00 noon.
5. Setting of a Public Hearing for June 15, 2021:
 - a. V-20-06 - Vacation of a portion of Seltice Way right-of-way adjoining the northeasterly boundary of Lot 4, Block 1, Glacier Northwest-Seltice Subdivision
 - b. V-21-02 - Vacation of a Portion of Wilbur Avenue Right-of-Way
6. Approval of an outdoor seating permit for the Bier Haus, Benjamin Widmyer, 515 E. Sherman Avenue.
7. Approval of Ten (10) Fireworks Stand Permits for the 2021 Season.
8. **Resolution No. 21-033:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CHANGE ORDER #1 TO THE NOTICE OF AWARD WITH R.B. WILBUR & CO., INC., TO PROVIDE FOR THE PURCHASE OF A SECOND HOT WATER BOILER FOR THE WASTEWATER UTILITY.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-033**.

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

RESOLUTION NO. 21-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., TO INCLUDE CONSTRUCTION PHASE SERVICES ON THE LACROSSE AVENUE PROJECT.

STAFF REPORT: City Engineer Chris Bosley presented an outline of the Lacrosse Avenue project. He noted that staff recommends approving amendment No. 1 to the agreement with Welch Comer to include construction phase services. Mr. Bosley noted that bids for the construction of the Lacrosse Avenue project were received on May 25, 2021. Two bids were received with Lariviere, Inc. being the lowest responsive bid in the amount of \$1,403,784.64. The bid award includes the base bid plus Add Alternates 1 and 3 (the rough grading of the soccer fields and pickleball courts).

DISCUSSION: Councilmember McEvers asked if the frontage and sewer connection issues have been resolved. Mr. Bosley confirmed that both water and sewer utilities have agreed to install lines, as it will provide the potential for picking up those customers when septic systems fail. Councilmember McEvers asked if the parking lot is included in the plan with Mr. Bosley confirming they are included. Councilmember Gookin asked that since ignite cda is paying for a portion of the project, what would happen when the Lake District closes. Mr. Bosley noted that legal staff has clarified that if the project timeline is delayed, ignite cda could give the money to the City in advance of the district closure. Mayor Widmyer noted that any activity that has started within the fiscal year, can be completed after the expiration of the district. City Attorney Mike Gridley confirmed that if they have obligated the funding, they would be required to complete the project. Councilmember English confirmed that it is his understanding that if ignite cda encumbers the funds, it would be required to pay for the completion of the project. Mayor Widmyer asked if the contingency of \$137,756 is not used, how would the money be allocated between the funding partners. Mr. Bosley noted that he felt the contingency would be used or they would find a way to spend the funds down funding other alternatives.

MOTION: Motion by Wood, seconded by McEvers to approve **Resolution No. 21-034**, approving a Contract to LaRiviere, Inc. for construction of the Lacrosse Ave Improvements.

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

RESOLUTION NO. 21-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH LARIVIERE, INC., FOR CONSTRUCTION OF THE LACROSSE AVENUE IMPROVEMENTS.

MOTION: Motion by Wood, seconded by McEvers to approve **Resolution No. 21-035**, approving a Contract to LaRiviere, Inc. for construction of the Lacrosse Ave Improvements.

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

RESOLUTION NO. 21-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LEASE AGREEMENT WITH THE COEUR D'ALENE CHAMBER OF COMMERCE FOR USE OF SELECTED CITY PARKING LOTS FOR JULY 3 AND 4, 2021, FOR THE 2021 FOURTH OF JULY HOLIDAY.

STAFF REPORT: City Administrator Troy Tymesen explained that in the past, the City has leased individual City-owned parking lots to the Chamber of Commerce (Chamber) on the 4th of July. This year's proposal from the Chamber, previously recommended by the Parking Commission, would allow the Chamber to lease selected City-owned parking lots from the City for \$9.00 per space. This is the same charge as last year. However, because the 4th of July is on

a Sunday this year, the Chamber would like to lease some of the lots for Saturday as well. This lease will generate revenue for the City's parking fund. The Chamber is proposing to charge \$20.00 per car for parking on the 3rd and 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for over 32 traffic flaggers. This will be the seventh year of this partnership. On the 3rd of July, 8:00 a.m. to 6:00 p.m., the lease would include the parking lots at Independence Point, the Museum, and Memorial Field. On the 4th of July, 12:01 a.m. to 11:59 p.m., the lease would include those lots plus the lots at McEuen Park, City Hall, the Library, and the 5th Avenue Garage. The City would reserve space at Independence Point for the police command trailer and at the lower City Hall lot for personnel staging for the Police Department. The Chamber anticipates that the Independence Day event parking gross income should exceed \$10,000.00, which would be used to defray the cost of the community fireworks display.

DISCUSSION: Councilmember Wood thanked the Chamber for working hard on planning the 4th of July event.

MOTION: Motion by McEvers, seconded by Miller to approve **Resolution No. 21-036**, approving a Lease of City-Controlled Parking Spaces to the Chamber of Commerce on the 3rd and 4th of July to Generate Revenue to help pay for the cost of the Community Fireworks Display.

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

RESOLUTION NO. 21-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDMENT TO THE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR EMERGENCY HOMELESS SHELTERING TO EXTEND THE AGREEMENT AND REDUCE THE DOLLAR AMOUNT PROVIDED, AND ENTER INTO A NEW AGREEMENT USING A PORTION OF THE REMAINING FUNDS FOR AN ENTRY DOOR PROJECT, USING CDBG-CV FUNDS.

STAFF REPORT: CDBG Community Development Specialist Chelsea Nesbit noted that the City entered into an agreement with St. Vincent De Paul of North Idaho (SVDP) in the amount of \$24,000 to support sheltering homeless persons affected by COVID-19, pursuant to Council action on October 20, 2020. The agreement expired April 30, 2021, and to date only \$1,980 of the funds have been expended. Executive Director Larry Riley, of SVDP requested reducing the amount of funding for sheltering to \$5,000 as an emergency fund, and asked that we extend the date to December 31, 2021, to utilize the funds in the event of homeless persons needing shelter in response to COVID-19. SVDP applied during our 2020 regular CDBG Community Grant's process for funding the replacement of their entry doors to allow for controlling the flow of people who come in and out, protecting their employees and ensuring they can clean in between visitors when needed to prevent the spread of COVID-19. SVDP has received an updated bid for the project, at a total cost of \$13,385. Idaho Housing and Finance Administration (IHFA) has

committed to contribute \$2,878 (21%) of their CV funds to the project, leaving a balance of \$10,507 needed to complete the project. If this project is funded with the remaining CV funds that St. Vincent de Paul hasn't used, but that were set aside for them, it would still put about \$6,500 back into the CDBG-CV funds to be used for other COVID related projects in the community. The volunteer Ad Hoc committee was consulted regarding the amendment of the existing contract and the new agreement to fund the entry doors. The consensus was unanimous to support both.

DISCUSSION: Councilmember McEvers noted that he was on the committee that reviewed the CDBG grant allocations and they didn't have enough funds to fund all the projects, including this one. He believes Mr. Reilly did a good job seeking other funding sources for some of the costs. Councilmember Wood asked if funds could remain in order to fund homeless as there is still a balance in the CV funds. Mayor Widmyer noted that under this proposal the money goes back in the CV funds and if there was an emergency COVID outbreak, St. Vincent's could come back for additional funding. Ms. Nesbit confirmed that in order to use these funds it must be related to COVID. Councilmember English felt that the project makes sense for the cost and wondered who IHFA is. Ms. Nesbit noted that it is Idaho Housing and Finance Association, a state agency, who gave additional grant dollars to St. Vincent.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 21-037**, approving an amendment to the Agreement with St. Vincent De Paul of North Idaho for emergency homeless sheltering to extend the Agreement and reduce the dollar amount, and enter into a new agreement using a portion of the remaining funds for an entry door project, through CDBG-CV funds.

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

QUASI-JUDICIAL HEARING- ZC-2-21 -A PROPOSED ZONE CHANGE FROM R-12 TO R-17; LOCATED AT 3135 FRUITLAND; APPLICANT: GEORGE HUGHES.

COUNCIL BILL NO. 21-2013

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 0.346 ACRE PARCEL LOCATED AT 3135 N FRUITLAND LANE, ALSO KNOWN AS A PORTION OF TRACT 42 OF FRUITLANDS ADDITION TO COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Associate Planner Mike Behary presented the staff report, including a review of surrounding land use and zoning, Comprehensive Plan policies for consideration,

physical characteristics, and neighborhood character. He noted that the subject property is located at 3135 N. Fruitland Lane, and is +/- .346 Acres. Mr. Behary outlined the allowable uses within an R-17 zone. He noted that the following findings will need to be determined: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that public facilities and utilities (are) (are not) available and adequate for the proposed use; that the physical characteristics of the site (do) (do not) make it suitable for the request at this time; that the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. Staff reviewed these findings and find they are adequate to meet this request.

DISCUSSION: Councilmember McEvers asked about the difference between the R-12 and R-17 zones and what the land use is surrounding the project. Mr. Behary noted that within the R-12 zone duplex housing is allowed, and that a special use permit approving a multi-family housing facility was approved in 1986.

Mayor Widmyer opened the public testimony portion of the meeting.

APPLICANT: Deputy City Clerk Kelley Setters swore in the applicant's representative Gordon Dobler. Mr. Dobler noted that he felt this was a straight forward request, noting that the rezone allows two (2) more units on the property rather than one (1) duplex. This is an opportunity to provide affordable housing and fits with the R-17 zoning and noted that there is a Commercial zone surrounding this property. Mr. Dobler noted that this request allows for a more efficient build.

DISCUSSION: Councilmember McEvers asked if they had planned any high rise or intense use in the future. Mr. Dobler stated that the site is too small to do much more due to parking requirements. Councilmember Miller asked if there were any objections from the neighbors. Mr. Dobler noted that he did not receive any notice of written comments. Councilmember Wood acknowledged that there are concerns with increased density and increased traffic; however, she doesn't believe that is the case for this lot. She noted that she feels strongly about property rights and someone has done their homework for this project and it makes sense, so she would support this request.

Mayor Widmyer closed the public testimony portion of the hearing.

MOTION: Motion by Wood, seconded by McEvers, to dispense with the rule and read **Council Bill No. 21-1013** once by title only.

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

MOTION: Motion by Wood, seconded by McEvers, to adopt **Council Bill No. 21-1013**.

DISCUSSION: Councilmember Gookin noted that he will oppose this item, as he agrees that each increase in density has an effect, as he feels it is the votes that count. The person does have rights, but he wonders where the Council should draw the line. Councilmember Wood explained

that when it comes to a large complex that has a large effect; however, the community is also looking for affordable housing, and doesn't think it is irresponsible to approve a zone change when it makes sense. Councilmember Miller noted that she has been working on regional housing growth and finding a place for people who work here to live here is important. She noted that this would be responsible growth, and would allow two (2) more units. Councilmember English concurred that this isn't a huge project and the community desperately needs more affordable housing. He noted that he will approve this request as it is an appropriate location.

ROLL CALL: McEvers Aye; Gookin No; English Aye; Wood Aye; Evans Aye, Miller Aye.
Motion carried.

LEGISLATIVE HEARING- SUBSTANTIAL AMENDMENT TO THE ANNUAL ACTION PLAN FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE PLAN YEAR 2020 TO INCLUDE THE FUNDING OF AFFORDABLE FOR SALE HOUSING AND ECONOMIC DEVELOPMENT ACTIVITIES.

STAFF REPORT: CDBG Community Development Specialist Chelsea Nesbit reminded the Council that the City receives an annual direct allocation of US Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. Every year the City is required to complete an Annual Action Plan (AAP), inviting the public to attend a public forum to provide input prior to drafting the plan to help identify needs and then allowing the public four (4) weeks to review and comment on the posted draft plan. The 2020 AAP was approved by the City Council on February 4, 2020, and submitted to and approved by HUD. As directed by our HUD representative the City must conduct a substantial amendment to include the funding that has been approved under the "Housing" and "Economic Development" goals for plan year 2020, and the submitted 2020 Annual Action Plan does not identify these two (2) goals or allocate funds for plan year 2020, that a substantial amendment to the 2020 AAP is required. The 2020 Annual Action Plan has been amended and was posted on the City's website for public review and comment on May 26, 2021. The 139-person stakeholder list was notified of the amended plan and opportunities to comment, and legal notice of the public comment period and public hearing on June 1, 2021, was published on May 26, 2021, in the Coeur d'Alene Press. Information was also shared on social media and the City's website. The public comment period waivers allowed by HUD are warranted because the public has already been notified of grant funding for Habitat for Humanity and North Idaho College and the City Council awarded grant funds for the two (2) projects at its March 2, 2021, Meeting. Amending the 2020 Annual Action Plan is a housekeeping item to ensure there is consistency with the documents and to allow the funding allocations to the awarded projects. HUD is in support of the amendments to the 2020 AAP and is pleased that the City will be meeting the affordable housing and economic development goals identified in the 5-year CDBG Consolidated Plan. To date no public comments have been received on this amendment.

Mayor Widmyer opened public testimony, hearing none, public comment was closed.

DISCUSSION: Councilmember English noted he previously served as Executive Director of Habitat for Humanity but has no conflict. Councilmember McEvers asked what is meant by “for sale housing.” Ms. Nesbit explained that in March the Council approved funding toward engineering and design for a Habitat for Humanity project that is 20 units of housing that will be for sale to low-income people, with the ground being owned by Habitat for Humanity to insure long term affordability. The Council also approved a grant to North Idaho College for an economic development project in March.

MOTION: Motion by McEvers, seconded by Evans to approve the Substantial Amendment to the Annual Action Plan for the use of Community Development Block Grant (CDBG) funds for the Plan Year 2020, to include the funding of Affordable for Sale Housing and Economic Development Activities. **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 7:20 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

June 7, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, Chief Deputy City Attorney
Troy Tymesen, City Administrator
Lee White, Police Chief
Chris Bosley, City Engineer
Lucas Pichette, Fire Deputy Chief
Kyle Marine, Assistant Director, Water Department
Melissa Tosi, Human Resources Director

- Item 1. Approve an Agreement with Longwell + Trapp Architects for Preparation of the Police Department Facility Master Plan Utilizing Impact Fees in the Amount of \$6,500.00 plus reimbursables estimated to be between \$250.00 and \$350.00.**
(Consent Resolution)

Chief White, Police Department, is requesting authorization to execute a contract with Longwell + Trapp Architects for a Police Facility Master Plan and explore expansion possibilities, utilizing Impact Fees. Chief White explained in his staff report that the Police Headquarters building was built in 1999. A pole building was added during the last General Obligation Bond that serves as workspace for IT, Code Enforcement, and Animal Control along with storage. Even with the added pole building there is not adequate space for personnel and equipment. For instance, there is no longer storage space for the storage of weapons when officers are off shift. Two squads of officers do not have adequate workspace, and eight sergeants occupy a space designed for four. Additionally, there is not adequate locker and other storage space for our officers' gear and equipment. Staff recently met with a representative from Longwell and Trapp who agreed that additional space was needed and who indicated that some additional space could be added to the existing facility. Chief White said this proposal would fund the study of existing building plans and allow for the drafting of construction plans for expansion. The Department has over \$400,000 in Impact Fees, and the use of Impact Fees for this purpose is appropriate and consistent with Idaho Code regarding their use.

Councilmember Wood asked what the time frame for the study would be. Chief White said he does not know but will relay that information to the Council once he does. Councilmember Wood clarified that this request is separate from the request for a station downtown, to be utilized for quick response. Chief White said it is separate. But a 2nd station downtown would give the PD a little space to spread their wings. Councilmember Wood asked the Chief if he's had any conversations with Administration regarding short term leasing of a space downtown. Chief White said he has not.

Councilmember English encouraged Chief White to continue communicating the importance of a station #2 in the downtown area.

MOTION: by English, seconded by Wood, to recommend that Council approve an agreement with Longwell + Trapp Architects for preparation of the Police Department Facility Master Plan Utilizing Impact Fees in the amount of \$6,500.00 plus reimbursables. Motion Carried.

Item 2. Declare used Police vehicles as Surplus and authorize the sale at auction.
(Consent Resolution)

Chief White, Police Department, is requesting authorization to surplus one (1) 2004 Chevrolet Impala, and one (1) 2011 Chevrolet Impala and sell them at auction. Chief White explained in his staff report that the 2004 Impala was purchased new by the City in 2004, and was assigned to Patrol. It was later moved to Investigations and finished up its useful life in an Emergency Vehicle Operation Course (EVOC) training capacity. It is currently suffering from a slipping transmission and will require extensive repairs to keep it operational. It is currently showing 124K miles on the odometer. The 2011 Impala was purchased new by the City in 2011. It too served as a patrol vehicle and was reassigned to SRO around 2015. At 97K odometer miles, it too is indicating signs of a failing transmission, along with exhaust and electrical issues. Chief White further explained that there is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00, and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of this vehicle will be returned to the General Fund.

MOTION: by Wood, seconded by English, to recommend that Council authorize the Police Department to declare used Police Vehicles as surplus and authorize the sale at auction. Motion Carried.

Item 3. Approve an Agreement with the Idaho Transportation Department for the Local Highway Safety Improvement Program (LHSIP) Grant to make pedestrian safety improvements in Coeur d'Alene, and authorize partial payment for matching funds in the amount of \$2,000.00.
(Consent Resolution)

Chris Bosley, City Engineer, is requesting approval of a State/Local Agreement for the Local Highway Safety Improvement Program (LHSIP) grant to make pedestrian safety improvements in Coeur d'Alene. Mr. Bosley explained in his staff report that in January of 2020, the City Council approved an application for a Federal grant, administered by the Local Highway Technical Assistance Council (LHTAC) to provide pedestrian safety improvements. The City was awarded the grant in April of 2020, which will fund pedestrian safety improvements, and ADA compliance at several needed locations throughout the City. Design is to begin in FY2021, with construction scheduled for FY2022. In order to begin the project, the City must sign the State/Local Agreement and make a \$2,000 payment toward the required match money. The City's estimated match requirement for the LHSIP grant is \$44,407. The funding has been added to the Streets & Engineering budget. The resulting project would provide approximately \$605,000 in pedestrian safety improvements in Coeur d'Alene.

Councilmember Wood asked when the project completion date would be. Mr. Bosley said the design portion will be done in fiscal year 2021/2022 with construction would begin in fiscal year 2022/2023.

Councilmember Evans expressed that there has been concern with the crossing at 3rd and Foster. Mr. Bosley said they hope to install, at some point, an emergency signal for the Fire Department at that intersection as

well as at the Fire Station location on Ramsey Road. He added that a pedestrian signal could also be installed at that time.

Councilmember English asked what is the approximate for one installation. Mr. Bosley said about \$15,000 for one.

MOTION: by Wood, seconded by English, to recommend that Council Approve an agreement with the Idaho Transportation Department for the Local Highway Safety Improvement Program (LHSIP) Grant to make Pedestrian Safety Improvements in Coeur d’Alene, and authorize partial payment for matching funds in the amount of \$2,000.00. Motion Carried.

Item 4. Approve the purchase of a utility terrain vehicle (UTV) for emergency back country rescue responses in the amount of approximately \$21,000.00.
(Consent Resolution)

Lucas Pichette, Deputy Fire Chief, is requesting Council approve the purchase of a new Utility Terrain Vehicle (UTV) for the Fire Department which would become a part of their back country rescue response capability. Deputy Fire Chief Pichette explained in his staff report that with growth and expanded use of recreation areas in the city and county we have found challenges getting to patients and rescuing them from locations far from trails and roads. The volume of this call type has increased substantially over the last three years. As we all work to improve our services this is an area of immediate concern due to the risks for patient and provider. While on these calls crews have not had the tools or necessary transports to extricate patients from these locations. The UTV is estimated to cost \$21,000.00. Funds will be used from the Fire Departments existing budget as well as annual funds we receive from the State of Idaho for our Technical Rescue team to purchase the complete package to include necessary tools and tracks for use in the winter.

MOTION: by English, seconded by Wood, to recommend that Council approve the purchase of a Utility Terrain Vehicle (UTV) for Emergency Back Country Rescue Responses in the amount of approximately \$21,000.00. Motion Carried.

Item 5. Approve the purchase of a new 2021 305E2CR CAT Excavator from Western States Equipment in the amount of \$74,962.69.
(Consent Resolution)

Kyle Marine, Assistant Director, Water Department, is requesting Council approve the procurement of a new 305E2 CAT Excavator from Western States Equipment in the amount of \$74,962.69. Mr. Marine explained in his staff report that the Water Department rents a smaller excavator each year throughout the summer to utilize for Yardley service replacements, well maintenance, and other miscellaneous projects that take smaller equipment to accomplish. Staff will need to continue to rent the smaller excavator due to its versatile use in tight areas for the next 10 years to fully replace the Yardley services. The Water Department has budgeted \$25,000 to rent a smaller excavator. Staff is proposing to piggyback on an existing Sourcewell bid. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process. The proposed contract is for a new 305E2 CAT Excavator. As costs for rental equipment continually go up, the City would save upwards of \$45,000 over five (5) years and over \$170,000 in the next (10) years by not renting equipment and

instead utilizing the proposed purchase option. The purchase option would result in an increase of approximately \$50,962.69 in the overall Water Department budget, which will be covered by utilizing funds from a rental line item and with the remaining funds from beginning cash balance.

Councilmember Wood asked what is the life span of equipment. Mr. Marine said most equipment will last 10 years or under 6,000 hours. The number of hours used is more important than the number of years. Mr. Marine said they do share equipment with other departments, when possible.

MOTION: by English, seconded by Wood, to recommend that Council approve the purchase of a new 2021 305E2CR CAT Excavator from Western States Equipment in the amount of \$74,962.69. Motion Carried.

Item 6. PRESENTATION - Human Recourses, Melissa Tosi

Mrs. Tosi explained the Mission Statement of the Human Resources Department is to provide guidance in policy and procedure assuring compliance, consistency and excellent customer service. HR serves as a resource for employees as they move through their career, from beginning to retirement, with their ever-changing needs.

- The HR Team consists of 3 employees:
 - Melissa Tosi, HR Director
 - Darci Todd, HR Specialist
 - Anne Boisvert, HR Specialist
- HR supports 408 employees in 15 city departments.
- HR Overview of responsibilities:
 - Recruitment and Selection
 - Classification and Compensation
 - Employee Benefits & Wellness
 - Policies and Procedures
 - Training & Development - ThinkZoom/EAP program (Employee Assistance Program)
 - Risk Management and Worker's Compensation
 - General Employee Information
 - Day to Day Surprises!
- Recent Accomplishments were discussed

The meeting in its entirety can be seen using this link: <https://youtu.be/kzwJUgPSzU8>

The meeting adjourned at 12:56 p.m.

Respectfully submitted,
[Juanita Knight](#)
Recording Secretary

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2021

RECEIVED

JUN 07 2021

CITY CLERK

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 5/31/2021 | PERCENT EXPENDED |
|-----------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council | Personnel Services | \$243,342 | \$158,178 | 65% |
| | Services/Supplies | 8,400 | 2,887 | 34% |
| Administration | Personnel Services | 214,699 | 142,689 | 66% |
| | Services/Supplies | 3,000 | 759 | 25% |
| Finance | Personnel Services | 695,484 | 450,092 | 65% |
| | Services/Supplies | 539,300 | 547,846 | 102% |
| Municipal Services | Personnel Services | 1,278,345 | 797,250 | 62% |
| | Services/Supplies | 516,561 | 515,630 | 100% |
| | Capital Outlay | 10,000 | 9,715 | 97% |
| Human Resources | Personnel Services | 342,230 | 225,350 | 66% |
| | Services/Supplies | 76,595 | 52,645 | 69% |
| Legal | Personnel Services | 1,265,260 | 823,099 | 65% |
| | Services/Supplies | 48,153 | 15,862 | 33% |
| Planning | Personnel Services | 641,592 | 414,874 | 65% |
| | Services/Supplies | 85,300 | 63,578 | 75% |
| | Capital Outlay | | | |
| Building Maintenance | Personnel Services | 336,901 | 174,710 | 52% |
| | Services/Supplies | 210,625 | 130,244 | 62% |
| | Capital Outlay | | | |
| Police | Personnel Services | 14,988,826 | 9,398,083 | 63% |
| | Services/Supplies | 1,619,594 | 718,234 | 44% |
| | Capital Outlay | 117,738 | 200,832 | 171% |
| Fire | Personnel Services | 10,068,973 | 6,869,658 | 68% |
| | Services/Supplies | 633,838 | 322,711 | 51% |
| | Capital Outlay | 8,000 | 7,489 | 94% |
| General Government | Services/Supplies | 153,050 | 1,298,700 | 849% |
| | Capital Outlay | | | |
| Police Grants | Personnel Services | | 44,482 | |
| | Services/Supplies | 6,000 | 31,608 | 527% |
| | Capital Outlay | | | |
| CdA Drug Task Force | Services/Supplies | | 1,868 | |
| | Capital Outlay | | | |
| Streets | Personnel Services | 3,073,344 | 1,950,784 | 63% |
| | Services/Supplies | 1,772,853 | 617,911 | 35% |
| | Capital Outlay | 135,000 | 135,396 | 100% |
| Parks | Personnel Services | 1,751,110 | 979,608 | 56% |
| | Services/Supplies | 697,620 | 228,447 | 33% |
| | Capital Outlay | | | |


CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2021

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 5/31/2021 | PERCENT EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Recreation | Personnel Services | 561,328 | 328,576 | 59% |
| | Services/Supplies | 183,880 | 44,504 | 24% |
| | Capital Outlay | | | |
| Building Inspection | Personnel Services | 918,356 | 599,783 | 65% |
| | Services/Supplies | 40,129 | 13,799 | 34% |
| | Capital Outlay | | | |
| Total General Fund | | <u>43,245,426</u> | <u>28,317,882</u> | <u>65%</u> |
| Library | Personnel Services | 1,330,045 | 835,401 | 63% |
| | Services/Supplies | 226,000 | 120,101 | 53% |
| | Capital Outlay | 180,000 | 77,403 | 43% |
| CDBG | Personnel Services | 74,754 | 44,349 | 59% |
| | Services/Supplies | 620,278 | 245,698 | 40% |
| Cemetery | Personnel Services | 200,837 | 122,883 | 61% |
| | Services/Supplies | 105,950 | 57,827 | 55% |
| | Capital Outlay | | | |
| Impact Fees | Services/Supplies | 450,000 | | |
| Annexation Fees | Services/Supplies | 195,000 | 184,000 | 94% |
| Parks Capital Improvements | Capital Outlay | 323,260 | 556,954 | 172% |
| Cemetery Perpetual Care | Services/Supplies | 166,500 | 110,075 | 66% |
| Jewett House | Services/Supplies | 26,353 | (106,207) | -403% |
| Reforestation | Services/Supplies | 6,500 | 188 | 3% |
| Street Trees | Services/Supplies | 112,000 | 41,384 | 37% |
| Community Canopy | Services/Supplies | 1,500 | 365 | 24% |
| Public Art Fund | Services/Supplies | 271,300 | 42,919 | 16% |
| | | <u>4,290,277</u> | <u>2,333,339</u> | <u>54%</u> |
| Debt Service Fund | | <u>876,281</u> | <u>42,342</u> | <u>5%</u> |

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2021

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 5/31/2021 | PERCENT EXPENDED |
|-------------------------------|---------------------|----------------------|----------------------|------------------|
| LaCrosse Ave / NW Blvd | Capital Outlay | 1,200,000 | | |
| Seltice Way Sidewalks | Capital Outlay | | | |
| Traffic Calming | Capital Outlay | 15,997 | | |
| Kathleen Avenue Widening | Capital Outlay | 885,635 | 37,135 | 4% |
| US 95 Upgrade | Capital Outlay | | | |
| 15th Street | Capital Outlay | | 11,070 | |
| Industrial Park Loop & Atlas | Capital Outlay | | | |
| Downtown Signal Imprvmnts | Capital Outlay | 100,000 | | |
| Atlas Waterfront Project | Capital Outlay | | | |
| NW Blvd Traffic Signals | Capital Outlay | | 5,351 | |
| | | <u>2,201,632</u> | <u>53,556</u> | <u>2%</u> |
| Street Lights | Services/Supplies | 733,250 | 396,634 | 54% |
| Water | Personnel Services | 2,315,352 | 1,415,152 | 61% |
| | Services/Supplies | 4,952,518 | 1,052,033 | 21% |
| | Capital Outlay | 7,298,500 | 2,187,453 | 30% |
| Water Capitalization Fees | Services/Supplies | 5,300,000 | | |
| Wastewater | Personnel Services | 2,959,700 | 1,874,789 | 63% |
| | Services/Supplies | 7,242,415 | 1,815,725 | 25% |
| | Capital Outlay | 7,205,000 | 618,472 | 9% |
| | Debt Service | 2,704,263 | 3,443,150 | 127% |
| WW Capitalization | Services/Supplies | 1,484,809 | | |
| Sanitation | Services/Supplies | 4,215,002 | 2,664,280 | 63% |
| Public Parking | Services/Supplies | 1,600,036 | 443,479 | 28% |
| | Capital Outlay | 40,000 | | |
| Drainage | Personnel Services | 222,668 | 151,276 | 68% |
| | Services/Supplies | 944,195 | 228,155 | 24% |
| | Capital Outlay | 535,000 | 98,391 | 18% |
| Total Enterprise Funds | | <u>49,752,708</u> | <u>16,388,988</u> | <u>33%</u> |
| Kootenai County Solid Waste | | 2,800,000 | 1,669,515 | 60% |
| Police Retirement | | 188,132 | 124,717 | 66% |
| Business Improvement District | | 176,000 | 40,000 | 23% |
| Homeless Trust Fund | | 5,300 | 5,422 | 102% |
| Total Fiduciary Funds | | <u>3,169,432</u> | <u>1,839,653</u> | <u>58%</u> |
| TOTALS: | | <u>\$103,535,756</u> | <u>\$48,975,760</u> | <u>47%</u> |

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



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

RECEIVED

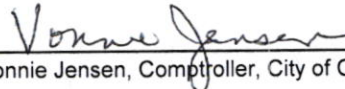
JUN 07 2021

CITY CLERK

City of Coeur d Alene
Cash and Investments
5/31/2021

| Description | City's Balance |
|---|--------------------------|
| U.S. Bank | |
| Checking Account | 904,880 |
| Checking Account | 53,688 |
| Checking Account | 67,060 |
| Investment Account - Police Retirement | 672,167 |
| Investment Account - Cemetery Perpetual Care Fund | 1,232,531 |
| Idaho Central Credit Union | |
| Certificate of Deposit | 272,791 |
| Idaho State Investment Pool | |
| State Investment Pool Account | 57,833,044 |
| Spokane Teacher's Credit Union | |
| Certificate of Deposit | 257,510 |
| Numerica Credit Union | |
| Certificate of Deposit | 1,022,437 |
| Cash on Hand | |
| Finance Department Petty Cash | 500 |
| Treasurer's Change Fund | 1,350 |
| Library Change fund | 180 |
| Cemetery Change Fund | 20 |
| Total | <u><u>62,318,158</u></u> |

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



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


JUN 07 2021

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

CITY CLERK

| FUND | BALANCE 4/30/2021 | RECEIPTS | DISBURSE- MENTS | BALANCE 5/31/2021 |
|-------------------------------------|----------------------|---------------------|---------------------|----------------------|
| <u>General-Designated</u> | \$1,969,714 | \$8,689 | \$53,319 | \$1,925,084 |
| <u>General-Undesignated</u> | 15,236,746 | 6,839,205 | 8,772,860 | 13,303,091 |
| <u>Special Revenue:</u> | | | | |
| Library | 374,529 | 16,498 | 135,973 | 255,054 |
| CDBG | (8,415) | 8,169 | 11,616 | (11,862) |
| Cemetery | 144,222 | 34,871 | 26,733 | 152,360 |
| Parks Capital Improvements | 467,007 | 19,785 | 25,264 | 461,528 |
| Impact Fees | 4,665,936 | 67,043 | | 4,732,979 |
| Annexation Fees | 329 | | | 329 |
| American Recovery Plan | | 4,329,664 | | 4,329,664 |
| Cemetery P/C | 1,267,324 | 6,915 | 14,031 | 1,260,208 |
| Jewett House | 139,961 | 1,187 | 2,594 | 138,554 |
| Reforestation | 29,064 | 4 | | 29,068 |
| Street Trees | 178,745 | 6,925 | 11,475 | 174,195 |
| Community Canopy | 2,897 | 1 | | 2,898 |
| Public Art Fund | 54,553 | 7 | | 54,560 |
| Public Art Fund - ignite | 609,799 | 685 | 12,238 | 598,246 |
| Public Art Fund - Maintenance | 128,300 | 18 | | 128,318 |
| <u>Debt Service:</u> | | | | |
| 2015 G.O. Bonds | 588,667 | 8,689 | | 597,356 |
| <u>Capital Projects:</u> | | | | |
| Street Projects | 713,020 | 99 | 30,555 | 682,564 |
| <u>Enterprise:</u> | | | | |
| Street Lights | 160,506 | 52,103 | 61,458 | 151,151 |
| Water | 548,197 | 366,779 | 739,264 | 175,712 |
| Water Capitalization Fees | 7,904,290 | 70,643 | | 7,974,933 |
| Wastewater | 9,850,426 | 1,023,621 | 659,195 | 10,214,852 |
| Wastewater - Equip Reserve | 1,309,753 | 27,500 | | 1,337,253 |
| Wastewater - Capital Reserve | 2,500,000 | | | 2,500,000 |
| WWTP Capitalization Fees | 3,828,624 | 165,021 | | 3,993,645 |
| WW Property Mgmt | 60,668 | | | 60,668 |
| Sanitation | 1,714,221 | 470,941 | 455,524 | 1,729,638 |
| Public Parking | 382,761 | 51,181 | 13,637 | 420,305 |
| Drainage | 1,462,272 | 85,431 | 96,000 | 1,451,703 |
| Wastewater Debt Service | 2,352,288 | 329 | | 2,352,617 |
| <u>Fiduciary Funds:</u> | | | | |
| Kootenai County Solid Waste Billing | 234,413 | 233,773 | 234,434 | 233,752 |
| Police Retirement | 691,221 | 14,605 | 28,452 | 677,374 |
| Sales Tax | 3,745 | 2,098 | 3,745 | 2,098 |
| BID | 223,291 | 4,331 | | 227,622 |
| Homeless Trust Fund | 649 | 641 | 649 | 641 |
| GRAND TOTAL | \$59,789,723 | \$13,917,451 | \$11,389,016 | \$62,318,158 |

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


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

RESOLUTION NO. 21-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT WITH LONGWELL + TRAPP ARCHITECTS FOR PREPARATION OF THE POLICE DEPARTMENT FACILITY MASTER PLAN UTILIZING IMPACT FEES IN THE AMOUNT OF \$6,500.00 PLUS REIMBURSABLES; DECLARATION AS SURPLUS USED POLICE VEHICLES AND AUTHORIZING SALE AT AUCTION; AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE LOCAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (LHSIP) GRANT TO MAKE PEDESTRIAN SAFETY IMPROVEMENTS IN COEUR D'ALENE, AND AUTHORIZING PARTIAL PAYMENT OF MATCHING FUNDS IN THE AMOUNT OF \$2,000.00; APPROVING THE PURCHASE FOR THE FIRE DEPARTMENT OF A UTILITY TERRAIN VEHICLE (UTV) FOR EMERGENCY BACK COUNTRY RESCUE RESPONSES IN THE AMOUNT OF APPROXIMATELY \$21,000.00; AND APPROVING THE PURCHASE OF A NEW 2021 305E2CR CAT EXCAVATOR FROM WESTERN STATES EQUIPMENT IN THE AMOUNT OF \$74,962.69.

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

- A) Agreement with Longwell + Trapp Architects for preparation of the Police Department Facility Master Plan Utilizing Impact Fees in the Amount of \$6,500.00 plus reimbursables;
- B) Declaration as Surplus used Police Vehicles and authorizing sale at auction;
- C) Agreement with the Idaho Transportation Department for the Local Highway Safety Improvement Program (LHSIP) Grant to Make Pedestrian Safety Improvements in Coeur d'Alene, and Authorizing Partial Payment of Matching Funds in the Amount of \$2,000.00;
- D) Approving the purchase for the Fire Department of a Utility Terrain Vehicle (UTV) for Emergency Back Country Rescue Responses in the amount of approximately \$21,000.00; and
- E) Approving the purchase of a new 2021 305E2CR CAT Excavator from Western States Equipment in the amount of \$74,962.69; and

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

NOW, THEREFORE,

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

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

DATED this 15th day of June, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**GENERAL SERVICES PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JUNE 7, 2021

FROM: LEE WHITE, CHIEF OF POLICE

**SUBJECT: APPROVE AN AGREEMENT WITH LONGWELL + TRAPP
ARCHITECTS TO PREPARE A POLICE FACILITY MASTER
PLAN**

DECISION POINT:

The Police Department requests authorization to execute a contract with Longwell + Trapp Architects for a Police Facility Master Plan and explore expansion possibilities, utilizing Impact Fees.

HISTORY:

The Police Headquarters building was built in 1999. A pole building which serves as workspace for IT, Code Enforcement, and Animal Control along with storage was added during the last General Obligation Bond but even with the addition of this space, we do not have adequate space for personnel and equipment. For instance, we no longer have storage space for the storage of weapons when officers are off shift, two squads of officers do not have adequate workspace, and eight sergeants occupy a space designed for four. Additionally, we do not have adequate locker and other storage space for our officers' gear and equipment.

The Department recently met with a representative from Longwell and Trapp who agreed that additional space was needed and who indicated that some additional space could be added to the existing facility. This proposal would fund the study of existing building plans and allow for the drafting of construction plans for expansion.

FINANCIAL ANALYSIS:

The Department has over \$400,000 in Impact Fees, and the use of Impact Fees for this purpose is appropriate and consistent with Idaho Code regarding their use.

DECISION POINT:

The Police Department requests authorization to accept the proposal from Longwell and Trapp Architects and spend \$6,500 plus "reimbursables" from Police Impact Fees for a Police Facility Master Plan and draft plans for Police facility expansion.



LONGWELL + TRAPP
ARCHITECTS

May 20, 2021

City of Coeur d'Alene
Attn: Troy Tymesen, City Administrator
710 Mullan Avenue
Coeur d'Alene, ID 83814

**RE: Master Planning and Cost Estimating Services for
Coeur d'Alene Police Department Expansion and Remodel
3818 N Schreiber Way
Coeur d'Alene, ID 83815**

Dear Mr. Tymesen,

It is a pleasure for Longwell + Trapp Architects to present the following proposal to the City of Coeur d'Alene for Master Planning for the Coeur d'Alene Police Department facility. We have toured the facility with the Chief of Police, Lee White, to review the scope of the project and to observe existing conditions. During our tour it was obvious that the Police Department has outgrown the existing facility. The following is our fee proposal, along with an outline of the scope of work for your review.

We understand that the project includes evaluating where additions and remodels can occur at the existing Police Station to accommodate the growth that has occurred. Space needs include larger locker rooms, more offices for all staff departments, expansion of administration area, and additional evidence storage.

The following is a general description of the services we will provide.

Master Planning and Cost Estimating:

1. We will create a couple of concept plans for the Police Station Expansion to determine the square footage required to expand the Police Station. Using this information we will develop an estimate of probable cost for the Police Station expansion and remodel.
2. We will prepare an estimate of probable cost for each phase of the project to use for budgeting the future projects.
3. The estimate of probable costs will include construction costs for each phase, permits and fees, Architectural and Engineering fees, special inspections, etc. The estimate of probable cost will be a total estimated project cost.
4. We will make a presentation to the City to review the scope and estimate of probable cost.

We are proposing to provide the Master Planning and Cost Estimating services on an hourly basis not to exceed \$6,500, plus reimbursables. Reimbursables are estimated to be between \$250 and \$350.

Our hourly rates are as follows:

| | |
|--------------------|-------------|
| Principal | \$135.00/hr |
| Project Manager | \$ 95.00/hr |
| Intern Architect I | \$ 70.00/hr |
| CAD Technician II | \$ 70.00/hr |
| CAD Technician I | \$ 65.00/hr |
| Administration | \$ 55.00/hr |

Reimbursable expenses will be billed as follows:

Automobile travel at \$0.65 per mile.
Blueprints/Plots at \$3.00 each.
Copies at \$0.15 each.
Color copies at \$0.30 each
Consultants at 1.15%

Upon approval of the Master Planning and Estimate of Probable Costs we will provide an AIA contract to take the project through construction documents, bidding and construction administration if the City decides to move forward with the project.

The Architect will perform the authorized services in a manner consistent with the standards of the profession. If the Owner stops work, and he retains that right, then that portion of the fee earned to that date will become due and payable.

We look forward to a favorable reply to our proposal and wish to thank you for considering Longwell + Trapp Architects for this project. Please call if we can provide any additional information or answer questions.

Sincerely,

Longwell + Trapp Architects



Cory D. Trapp, AIA, NCARB, CSI
Principal

I have read the above proposal, fees and terms and they are hereby accepted. Longwell + Trapp Architects is authorized to commence work as specified and agreed to herein.

Approved: _____

Print Name: _____

Date: _____

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 15, 2021

FROM: STEVE MORAN, POLICE FLEET MANAGER

SUBJECT: SURPLUS OF POLICE VEHICLES

DECISION POINT:

The Police Department requests authorization to surplus one (1) 2004 Chevrolet Impala, and one (1) 2011 Chevrolet Impala and sell them at auction.

HISTORY:

The 2004 Impala was purchased new by the City in 2004, and was assigned to Patrol. It was later moved to Investigations and finished up its use in an Emergency Vehicle Operation Course (EVOC) training capacity. It is currently suffering from a slipping transmission and will require extensive repairs to keep it operational. It is currently showing 124K miles on the odometer.

The 2011 Impala was purchased new by the City in 2011. It too served as a patrol vehicle and was reassigned to SRO around 2015. At 97K odometer miles, it too is indicating signs of a failing transmission, along with exhaust and electrical issues.

FINANCIAL ANALYSIS:

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00, and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of this vehicle will be returned to the General Fund.

DECISION POINT:

Staff recommends the City Council authorize the declaration of one (1) 2004 Chevrolet Impala and one (1) 2011 Chevrolet Impala assigned to the Police Department as surplus and sold at auction.

Vehicle Surplus List:

2004 Chevrolet Impala - 2G1WF55K849300454 - 124,304 miles
2011 Chevrolet Impala - 2G1WD5EM8B1290401 – 97,613 miles

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 7, 2021

FROM: CHRIS BOSLEY, CITY ENGINEER

**SUBJECT: FY 2022 LOCAL HIGHWAY SAFETY IMPROVEMENT
PROGRAM (LHSIP) STATE/LOCAL AGREEMENT**

=====

DECISION POINT:

Staff is requesting approval of a State/Local Agreement for the Local Highway Safety Improvement Program (LHSIP) grant to make pedestrian safety improvements in Coeur d'Alene.

HISTORY:

In January of 2020, City Council approved an application for a Federal grant, administered by the Local Highway Technical Assistance Council (LHTAC) to provide pedestrian safety improvements. The City was awarded the grant in April of 2020 which will fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City. Design is to begin in FY 2021, with construction scheduled for FY 2022. In order to begin the project, the City must sign the State/Local Agreement and make a \$2,000 payment toward the required match money.

FINANCIAL ANALYSIS:

The City's estimated match requirement for the LHSIP grant is \$44,407. The funding has been added to the Streets & Engineering budget. The resulting project would provide approximately \$605,000 in pedestrian safety improvements in Coeur d'Alene.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow the project to begin in October or sooner if funding becomes available.

DECISION POINT/RECOMMENDATION:

Council should approve the State/Local Agreement for the Local Highway Safety Improvement Program (LHSIP) project.

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A022(874)
RECTANGULAR RAPID FLASHING BEACONS, CDA
KOOTENAI COUNTY
KEY NO. 22874**

PARTIES

THIS AGREEMENT is made and entered into this 15th day of June, 2021, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF COEUR D'ALENE, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 22874, described will install seven RRFB crossings and improve the crossing at multiple locations. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. **Project Development - \$80,000**
 - (PE-\$2,000, PL-\$18,000, PC-\$60,000)
 - b. **Right-of-Way - \$10,000**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$119,000**
 - (CE-\$2,000, CL-\$17,000, CC-\$80,000 & Cont.-\$20,000)
 - e. **Construction - \$396,000**
 - f. **Total Estimated Project Costs - \$605,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current estimate \$44,407);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all

federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.

- f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

- 1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the

total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
 - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
 - d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.

- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
 - f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
 - g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
 - h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
 - i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the

provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur d'Alene.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction & Operations

ATTEST:

CITY OF COEUR D'ALENE

Clerk
Renata McLeod

Mayor
Steve Widmyer

(SEAL)

By regular/special meeting
on June 15, 2021.

cf: 22874 SLAPD HSIP

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator 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 Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator 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 ITD and USDOT.

The Sponsor 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(s) and 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 Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor'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 Sponsor'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 Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

FY 2022 LHSIP Grant

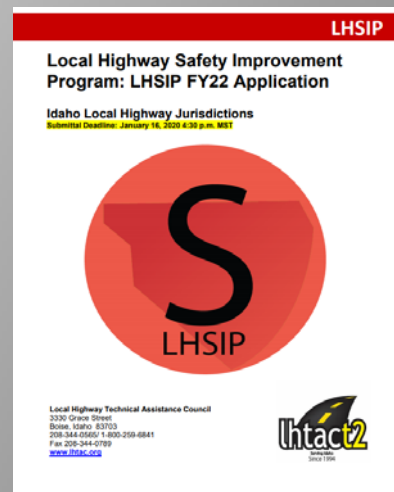


June 7, 2021

FY 2022 LHSIP Grant

Local Highway Safety Improvement Program

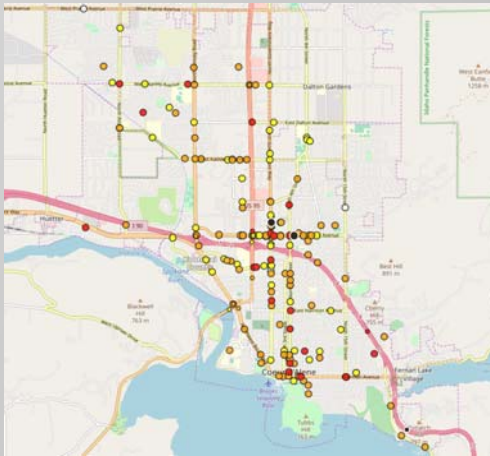
- Scoring based on Benefit-Cost Ratio
- Aimed at reducing Fatal or Serious Injury Type A Crashes
- 7.34% Local Match Requirement
- Rectangular Rapid Flashing Beacons provide best Benefit-Cost Ratio



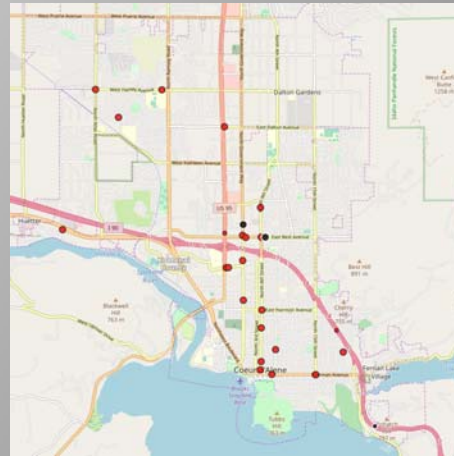
FY 2022 LHSIP Grant

5-Yr Crash Data

Pedestrian & Bicycle



Type A & Fatal



FY 2022 LHSIP Grant

Rectangular Rapid Flashing Beacons



Proposed Locations

Hanley Ave & Madellaine Dr



Proposed Locations

Bosanko Ave & Howard St



Proposed Locations

Riverstone Drive: 3 Locations



Centennial Trail Crossing



Near Bardenay



Beebe Boulevard

Proposed Locations

Best Ave & 6th St

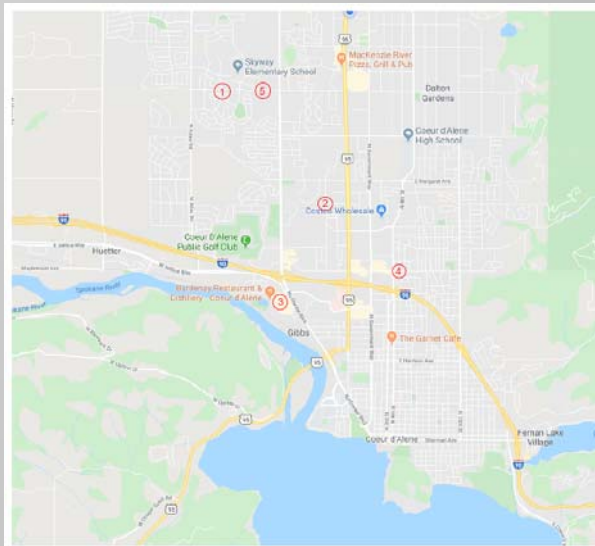


Proposed Locations

Hanley Ave @ Lake City High School



Proposed Locations



Proposed RRFB Locations:

1. Hanley Ave. & Madellaine Dr.
2. Howard St. & Bonsanko
3. Riverstone - 3 Locations
4. Best Ave. & 5th St.
5. Hanley Ave. & Hickory Dr.

FY 2022 LHSIP Grant

DECISION POINT/RECOMMENDATION:

Council should approve the State/Local Agreement for the Local Highway Safety Improvement Program (LHSIP) project.

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

DATE: JUNE 7, 2021

FROM: LUCAS PICHETTE, DEPUTY CHIEF

**SUBJECT: APPROVE THE PURCHASE OF AN UTV FOR EMERGENCY BACK
COUNTRY RESPONSES**

DECISION POINT:

Should the City Council approve the purchase of a new Utility Terrain Vehicle (UTV) for the Fire Department which would become a part of their back country rescue response capability?

HISTORY:

With growth and expanded use of recreation areas in the city and county we have found challenges getting to patients and rescuing them from locations far from trails and roads. The volume of this call type has increased substantially over the last three years. As we all work to improve our services this is an area of immediate concern due to the risks for patient and provider. While on these calls crews have not had the tools or necessary transports to extricate patients from these locations.

FINANCIAL ANALYSIS:

The UTV is estimated to cost \$21,000.00. Funds will be used from our existing budget as well as annual funds we receive from the State of Idaho for our Technical Rescue team to purchase the complete package which includes necessary tools and tracks for use in the winter.

PERFORMANCE ANALYSIS:

We are surrounded by recreational areas, most of these areas are challenging to get to in great weather. This purchase would allow crews the ability to quickly and safely get to patients with the appropriate tools for rescue. It also adds to our arsenal of tools, training and equipment for our State of Idaho Technical Rescue Team.

DECISION POINT/RECOMMENDATION:

Approve the purchase of an UTV for the Fire Department to be used for back country rescue.

KNIGHT, JUANITA

From: PICHETTE, LUCAS
Sent: Thursday, June 10, 2021 8:36 AM
To: KNIGHT, JUANITA; ADAMS, RANDY
Subject: Fwd: POSTFALLS POWERSPORTS

Minus the taxes of course.
Thank you both,

Lucas Pichette

Begin forwarded message:

From: Cameron Jett <CameronJ@pfpowersports.com>
Date: May 26, 2021 at 11:13:59 AM PDT
To: "PICHETTE, LUCAS" <LPICHETTE@cdaid.org>
Subject: POSTFALLS POWERSPORTS

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Luke

Here is break down of the 2021 Polaris crew xp 1000 ranger in Burgandy:

| | |
|---------------|--------------------|
| Machine price | \$18,299 |
| Accessories | \$1,138 |
| Doc fee | \$150 |
| Setup | \$350 |
| Tax | \$1196.22 |
| labor | \$210 |
| Title | \$14 |
| Total | \$21,352.22 |

Now for the tracks they run \$5,934.94 after tax and if you like us to install them the labor would be \$420

Total \$6,354.94 with install for tracks

Let me know if you like to get this on order looking like ship date is 7/28/2021 - 8/11/2021 right now from factory

Thanks
Cameron Jett
208-664-3601

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

DATE: JUNE 7, 2021

FROM: KYLE MARINE, WATER DEPARTMENT ASSISTANT DIRECTOR

SUBJECT: APPROVE THE PURCHASE OF A NEW 2021 CAT 305E2CR MINI-EXCAVATOR FROM WESTERN STATES EQUIPMENT

=====

DECISION POINT: Should Council approve the procurement of a new 305E2 CAT Excavator from Western States Equipment in the amount of \$74,962.69?

HISTORY: The Water Department rents a smaller excavator each year throughout the summer to utilize for Yardley service replacements, well maintenance, and other miscellaneous projects that take smaller equipment to accomplish. We will need to continue to rent a smaller excavator due to its versatile use in tight areas for the next 10 years to fully replace the Yardley services.

FINANCIAL ANALYSIS: The Water Department has budgeted \$25,000 to rent a smaller excavator for the purpose of Yardley replacement for this year and is planning to do the same for the next 10 years until Yardley services have been removed from our system. Staff is proposing to piggyback on an existing Sourcewell bid. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process. The proposed contract is for a new 305E2 CAT Excavator. As costs for rental equipment continually go up, the City would save upwards of \$45,000 over five (5) years and over \$170,000 in the next (10) years by not renting equipment and instead utilizing the proposed purchase option. The purchase option would result in an increase of approximately \$50,962.69 in the overall Water Department budget, which will be covered by utilizing funds from a rental line item and with the remaining funds from beginning cash balance.

PERFORMANCE ANALYSIS: Instead of renting required equipment, staff is requesting authorization to purchase the equipment, utilizing the governmental purchase option from an existing Sourcewell contract. The proposed 308E2 CAT Excavator is the optimal size for more restrictive areas and is mainly utilized in Yardley service replacement. This will reduce operation and safety training needs as the employees are already comfortable running this type of machine. Caterpillar (CAT) has an outstanding record of building high-quality efficient machines and equipment. They have a local certified shop to do any required maintenance or warranty work.

DECISION POINT/RECOMMENDATION: Council should approve the purchase of a new 2021 305E2 CAT Excavator from Western States Equipment in Hayden, Idaho, in the amount of \$74,962.69.



Hayden
 10780 N Highway 95 Hayden, ID 83835
 208.762.6690

SALES AGREEMENT

AGREEMENT: Q000237234-1
 AGREEMENT DATE: 6/1/2021
 AGREEMENT EXPIRES: 7/1/2021
 WAREHOUSE: Hayden Machine Sales
 CUSTOMER NO.: 1055800
 CUSTOMER PO:
 SALESMAN: Jeff D Shaw

SOLD TO:
 City Of Coeur D'Alene
 710 E Mullan Ave
 Coeur d Alene, ID 83814-3958

SHIP TO:
 Office
 710 E Mullan Ave
 Coeur d Alene, ID 83814-3958

Jeff.Shaw@wseco.com

ITEM DESCRIPTION

PRICE

| | |
|--|-------------|
| 2021 Caterpillar 305E2 Track Excavator S/N: TBD ID:E0087532 | \$74,962.69 |
| <ul style="list-style-type: none"> ● Caterpillar 24" HD BKT 4.6CFT 304-305.5 C/E S/N: A4214BK30068 ID: E0085833 ● New Warranty - 24 mo 2,000 hrs - PREMIER ● Delivery Freight ● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit. | |

| | | |
|--------------|--------------------|--------------------|
| Notes | Before Tax Balance | \$74,962.69 |
| | Sales Tax | \$0.00 |
| | Trade Payoff | \$0.00 |
| | Downpayment | \$0.00 |
| | Net Due | \$74,962.69 |

Western States Equipment

City Of Coeur D'Alene

Order Received by _____
 Title Salesman _____ Date _____

Approved and Accepted by _____
 Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000237234-1

EQUIPMENT DETAILS

| | |
|---|---------------------------------------|
| 3774520 DRAIN, ECOLOGY | 3977126 CONTROL PATTERN CHANGER |
| 4194783 ALARM, TRAVEL | 4287870 MIRROR, CAB, RIGHT |
| 4287874 SEAT FABRIC HIGH BACK SUSP | 4342092 BELT, SEAT, 3" RETRACTABLE |
| 4525619 305E2 HYDRAULIC EXCAVATOR | 4562643 CAB W/ AIR CONDITIONER |
| 4562653 COOLING, HIGH AMBIENT | 4562679 ELECTRICAL ARRANGEMENT |
| 3778877 LINES, AUXILIARY, LONG STICK | 3977076 LINKAGE BUCKET W/ LIFTING EYE |
| 4155077 LINES, BUCKET, LONG STICK | 4638015 HYDRAULICS STD W/O 2ND AUX |
| 4648573 STICK, LONG, HEAVY DUTY | 5465481 305E2 HEXMN CFG 3.1 |
| 5441872 HOOD, REAR, SOLID | 4639123 STICK PKG LONG W/O 2ND AUX |
| 4614584 INSTRUCTIONS, ANSI | 3977142 FILM, QUICK COUPLER, ANSI |
| 5026610 FILM, PRODUCT LINK, ANSI | 5247230 FILM, CALIFORNIA |
| 4258088 LINES, QUICK COUPLER (LONG) | 3977086 LINES, BOOM |
| 3977063 LINES, STICK | 4362494 TRACK, RUBBER BELT |
| 4706522 HEATER, WATER JACKET | 4322774 RADIO |
| 5125611 LIGHTS, STANDARD | 4534770 BATTERY, DISCONNECT |
| 4638035 BLADE, 78", ANGLE, BOLT-ON | 5793613 PRODUCT LINK, CELLULAR PL243 |
| 4218926 SERIALIZED TECHNICAL MEDIA KIT | 5909286 ATHENS DEALER PDI & FUEL |
| 5750494 THUMB, HYD + COUPLER, PG, HYD, 5T | 0P0210 PACK, DOMESTIC TRUCK |
| 0P2266 SHIPPING/STORAGE PROTECTION | 0P9003 LANE 3 ORDER |
| 0P0227 MINI HYD EXCAVATOR WORK TOOLS | 4649911 BUCKET-HD, 24", 4.6 FT3, 5T |
| 2822785 PINS, BUCKET, 45MM | |

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

| | | | | |
|---|---------------------|------------|---------------|---------------|
| Standard Warranty period based on Caterpillar guidelines | | | | |
| OWNER's NAME City Of Coeur D'Alene | | | OWNER PHONE | |
| OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958 | | | | |
| EXTENDED WARRANTY COVERAGE New Warranty - 24 mo 2,000 hrs & PREMIER | | | | |
| MODEL | PRODUCT DESCRIPTION | HOUR METER | SERIAL NUMBER | DELIVERY DATE |

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

| | | | | |
|--|-----------------------------|------------------------|---------------------------------------|------------|
| Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG | PURCHASER NAME | DATE MACHINE SOLD | DATES INSPECTION COMPLETED & APPROVED | |
| | ADDRESS (STREET, RR) | (CITY/TOWN) | (STATE) | (ZIP CODE) |
| | TRANSFER HOUR METER READING | SIGNATURE OF NEW BUYER | DEALER CONFIRMATION | |

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

| | | | |
|-----------------|--------------|---------------|---------------------------------------|
| Idaho Falls, ID | 877-552-2287 | Pendleton, OR | 888-388-2287 |
| Lewiston, ID | 800-842-2225 | Pasco, WA | 800-633-2287 |
| Meridian, ID | 800-852-2287 | Spokane, WA | 800-541-1234 |
| Pocatello, ID | 800-832-2287 | Hayden, ID | 208-762-6600 (Not a toll free number) |
| Twin Falls, ID | 800-258-1009 | | |
| Kalispell, MT | 800-635-7794 | | |
| Missoula, MT | 800-548-1512 | | |
| LaGrande, OR | 800-963-3101 | | |

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designated on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record Comprobante Del Servicio de Entrega

| DLR. CODE | MODEL | MACHINE SERIAL NO. | HOURS | DELIVERY DATE | ENGINE SERIAL NO. |
|---------------|--------|--------------------|-------|------------------|-------------------|
| COD. DISTRIB. | MODELO | N/S MAQUINA | HORAS | FECHA DE ENTREGA | N/S MOTOR |
| H510 | | | | | |

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

| | | | |
|---|--|--|--|
| Mfr. & Model or Part No, Fabricante y Modelo o N/P 24" HD BKT 4.6CFT 304-305.5 C/E | Mfr. & Model or Part No, Fabricante y Modelo o N/P | Mfr. & Model or Part No, Fabricante y Modelo o N/P | Mfr. & Model or Part No, Fabricante y Modelo o N/P |
| Serial No. N/S A4214BK30068 | Serial No. N/S | Serial No. N/S | Serial No. N/S |

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed. El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed. Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature / Firma del usuario _____ Dir. Rep. Signature / Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Coeur D'Alene

Date : Tuesday, June 1, 2021

Account # : 1055800

Delivery Date :

Western States Equipment Contact : Jeff.Shaw@wseco.com

MACHINE INFORMATION

Machine Serial :

Single 500 Hr. Service

Machine Model :

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

- If agreement sold at the time of the machine sale the agreement start date will follow the delivery date.
- Additional parts and labor not included such as: A/C and cab filters, engine secondary filter, hydraulic filters, transmission filters, makeup fluids, etc. are not included; please refer to OMM.
- Either party can terminate an active agreement with a 60-day written notice. Upon termination, customer will pay Western States Equipment Company for all PM services performed prior to termination, or Western States Equipment Company will issue a refund for any overpayment, as applicable. If the agreement has ended no refunds will be issued.
- Term is valid for 12 months, if 500 hours is not reached within 12 months your kit will be shipped at end of 12 month term.
- **WARRANTY AND INDEMNIFICATIONS:** Western States Equipment Company warrants that all work shall be performed in a workman like manner and that all fluids, oils, filters and other goods shall be new. Western States Equipment Company agrees to assign to the customer all Manufacturer's warranties with respect to fluids, oil, filters and other goods supplied in connection with this agreement. The forgoing shall be expressly in lieu of all warranties of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed by Western States Equipment Company. In no event shall Western States Equipment Company be liable for indirect, special or consequential damages, including but not limited to, claims for loss of anticipated profits or other economic loss in connection with or arising from the furnishing, functioning, or use of any item of equipment or service provided for in this agreement. (NOTE: enviro & shop supply charges and any applicable taxes are not included)
- Acceptance: Upon signing this CVA agreement, Western States and Client agree to uphold their respective responsibilities as set forth herein and thereby contribute to the success of this CVA agreement.
- THIS IS A BASIC POK KIT, CLIENT IS RESPONSIBLE FOR FOLLOWING ALL OMM REQUIREMENTS ABOVE AND BEYOND THE CONTENTS OF THIS KIT

Western States Equipment is committed to empowering you to maximize the value of your equipment. The operating conditions (Environmental, Operational Aptitudes and Previous History) all contribute to your unique business needs. The contents above include the necessary items applicable to the base equipment preventative maintenance requirements. Western States Equipment Co is available to meet your exclusive requirements by offering tailored Maintenance and Repair assistance; please feel free to contact your local representative for this and more or visit your company's asset information at My.Cat.Com

Client Signature and Date

Western States Equipment Signature and Date

PUBLIC HEARINGS

CITY COUNCIL

STAFF REPORT

DATE: June 15, 2021

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-20-06, Vacation of a portion of Seltice Way right-of-way adjoining the northeasterly boundary of Lot 4, Block1, Glacier Northwest-Seltice Subdivision in the City of Coeur d'Alene.

DECISION POINT

The applicant, Glacier NW Blvd-Seltice, LLC, is requesting the vacation of a portion of right-of-way that adjoins the northeasterly boundary of their property on Seltice Way.

HISTORY

Approved at the May 4, 2021 Council Meeting from Chris Bosley, City Engineer, was an agreement with Glacier NW Blvd-Seltice to relocate the right turn slip lane to provide for better visibility for traffic entering Northwest Boulevard, a shared-use path and the installation of a 12" water main. Extension of the shared-use path, to the northwest, would be completed by Glacier NW Blvd Seltice upon development of the parcel and their adjacent parcel. The right turn slip lane would not only improve safety, it would allow additional separation for a proposed right-in/right-out driveway approach access. The 12" water main will be installed per the Water Departments specifications.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 7,562 Square Feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to provide additional development area on the referenced parcel. It would also provide a safer intersection and improved access. All utilities are existing and in place except for the installation of the 12" water main. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Glacier NW Blvd-Seltice, LLC.

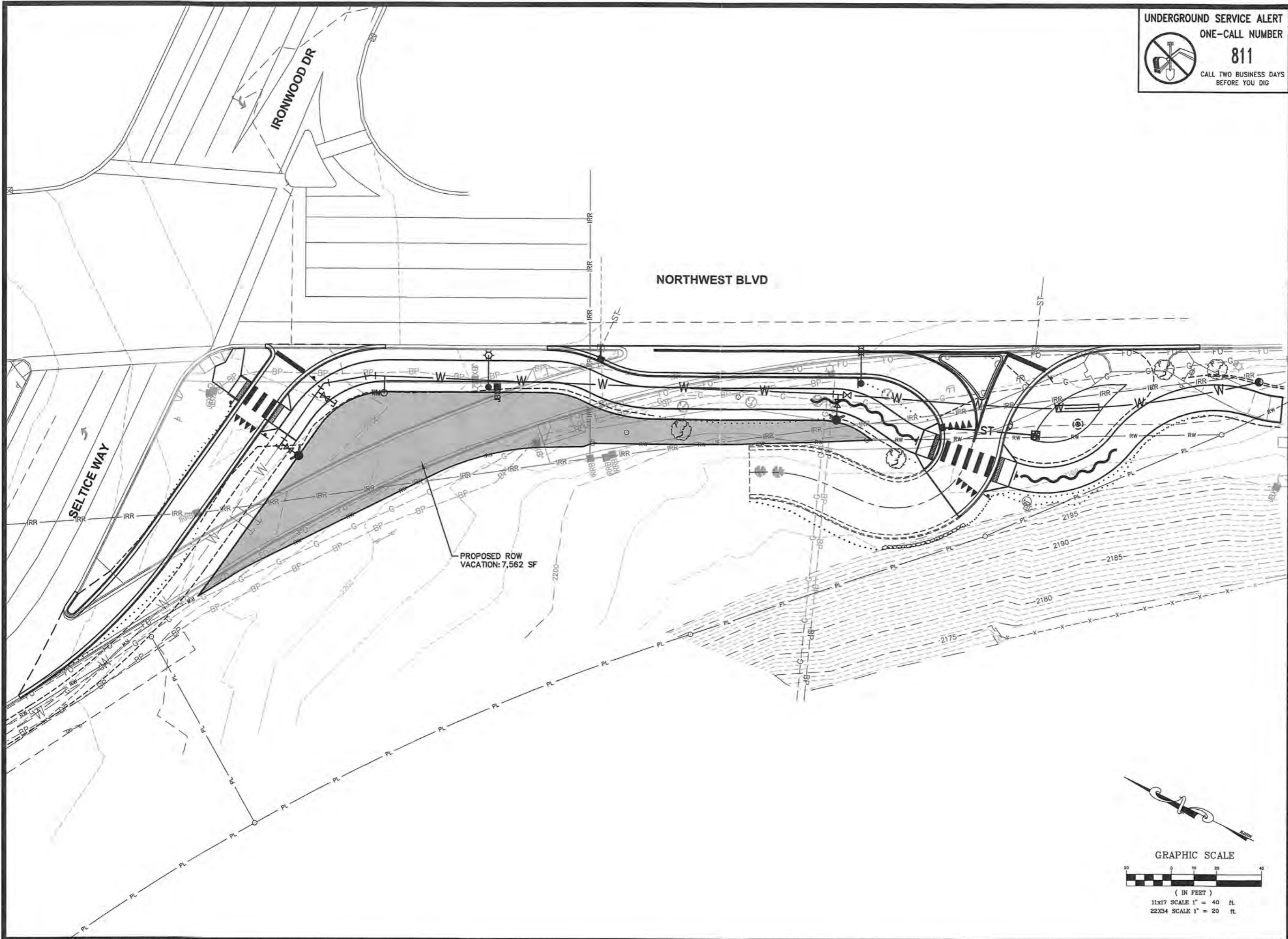
Glacier Partners

ROW Vacaton Aerial



Northwest Blvd

W Seltice Way



UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
 CALL TWO BUSINESS DAYS
 BEFORE YOU DIG

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 ENGINEERS | SURVEYORS

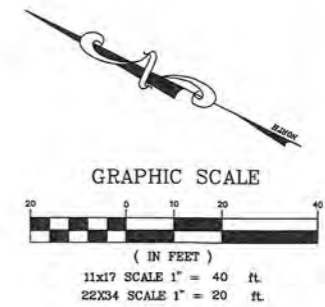
www.welchcomer.com
 330 E. Lakeside Ave, Suite 101
 Coeur d'Alene, ID 83814

208-664-9382
 (toll free) 877-815-5672
 (fax) 208-664-5946

| NO. | DATE | REVISION DESCRIPTION | BY |
|-----|------|----------------------|----|
| | | | |
| | | | |
| | | | |
| | | | |

PARKWOOD PROPERTIES
 NORTHWEST BLVD/SELTICE WY
 ACCESS IMPROVEMENTS

PROPOSED ROW VACATION
 EXHIBIT 1



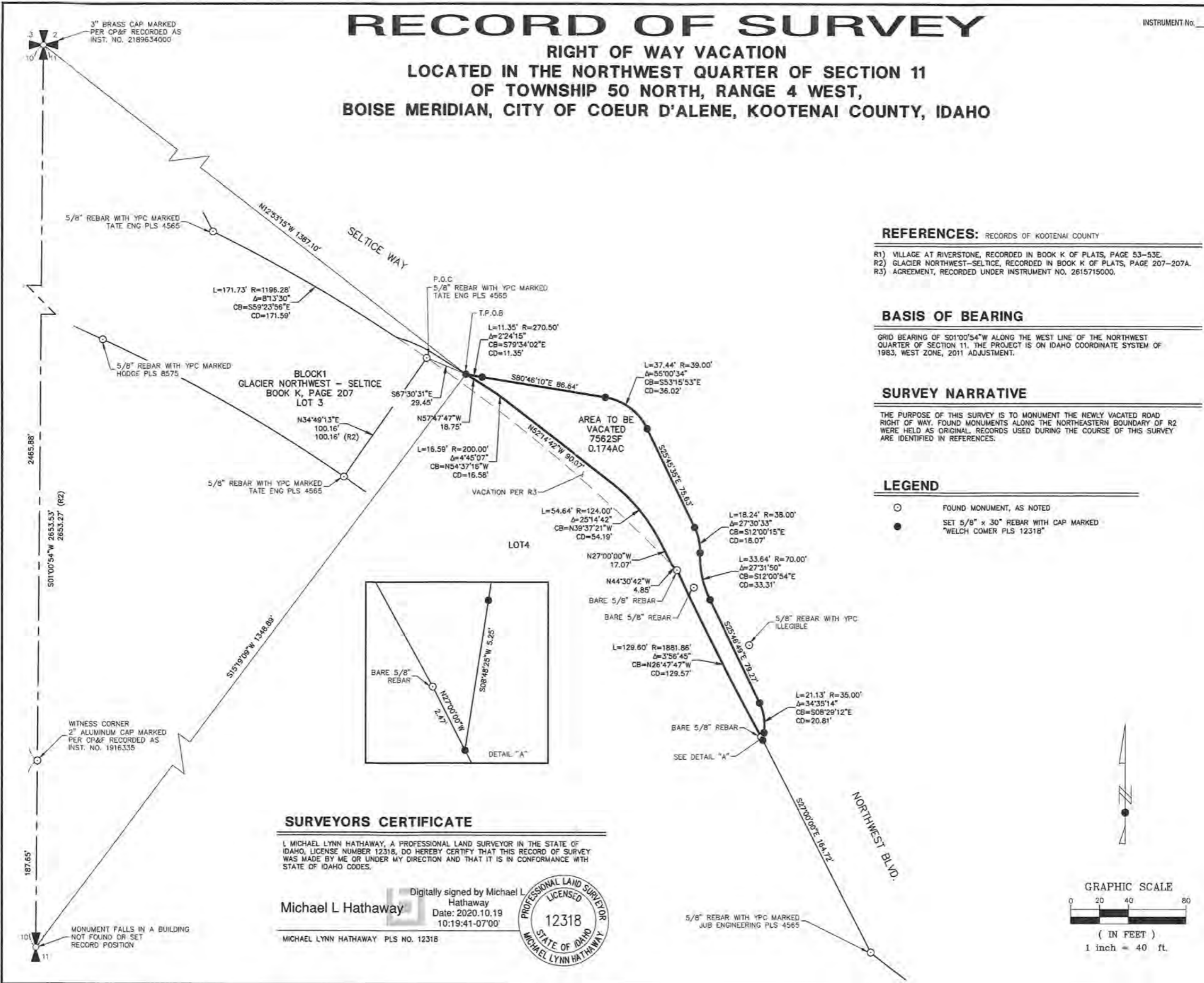
PROJ NO: 41328/41239
 DESIGNED BY: MRG/JRG
 DRAWN BY: SDS/JAL
 CHECKED BY: MRG
 DWG NAME: 41239ROW.DWG
 DATE: 9-17-20
 SHEET NO:

EX 1

RECORD OF SURVEY

INSTRUMENT No. _____

RIGHT OF WAY VACATION
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 11
 OF TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



REFERENCES: RECORDS OF KOOTENAI COUNTY

- R1) VILLAGE AT RIVERSTONE, RECORDED IN BOOK K OF PLATS, PAGE 53-53E.
- R2) GLACIER NORTHWEST-SELCTICE, RECORDED IN BOOK K OF PLATS, PAGE 207-207A.
- R3) AGREEMENT, RECORDED UNDER INSTRUMENT NO. 2615715000.

BASIS OF BEARING

GRID BEARING OF S01°00'54"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11. THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE NEWLY VACATED ROAD RIGHT OF WAY. FOUND MONUMENTS ALONG THE NORTHEASTERN BOUNDARY OF R2 WERE HELD AS ORIGINAL. RECORDS USED DURING THE COURSE OF THIS SURVEY ARE IDENTIFIED IN REFERENCES.

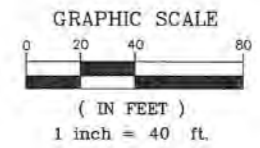
LEGEND

- FOUND MONUMENT, AS NOTED
- SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318"

SURVEYORS CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS IN CONFORMANCE WITH STATE OF IDAHO CODES.

Digitally signed by Michael L. Hathaway
 Date: 2020.10.19 10:19:41-0700'
 MICHAEL LYNN HATHAWAY PLS NO. 12318



THIS RECORD OF SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF WELCH COMER & ASSOC., INC. ON THIS _____ DAY OF _____, 20____ AT _____ M., AND DULY RECORDED IN BOOK _____ AT PAGE _____ AS INST. NO. _____
 KOOTENAI COUNTY CLERK
 KOOTENAI COUNTY DEPUTY CLERK

WELCH-COMER
 engineers & surveyors
 208-664-4982
 208-664-4983
 (toll free) 877-815-5572
 300 E. Lakeside Ave., Suite 107
 Coeur d'Alene, ID 83814
 www.welchcomer.com

RECORD OF SURVEY
 RIGHT OF WAY VACATION
 IN THE NW 1/4 OF SEC. 11,
 T.50N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

PROJECT NO. 41928
 DESIGNED BY: G.B.
 DRAWN BY: MLH
 CHECKED BY: MLH
 NAME: 41239R001.DWG
 DATE: OCTOBER, 2020
 SCALE: 1" = 40'
 SHEET NO.:

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made and dated this 4th day of May, 2021, by and between the City of Coeur d'Alene, hereinafter referred to as the "City," and Glacier NW Blvd Seltice, LLC., hereinafter referred to as "Glacier."

W I T N E S S E T H:

WHEREAS, Glacier owns one parcel described as 2219 Northwest Boulevard (GLACIER NORTHWEST-SELTICE, LT 4 BLK 1, PTN VAC RW, LAKE DISTRICT URD 1997, 1150N04W) which parcel is located west of Northwest Boulevard and south of W Seltice Way, in Coeur d'Alene, Idaho (hereinafter referred to as the "Parcel"); and

WHEREAS, Glacier intends to prepare the Parcel for development; and

WHEREAS, Glacier has requested the vacation of a portion of W. Seltice Way to facilitate the development of the Parcel; and

WHEREAS, the City has received tentative plans for the development of the Parcel; and

WHEREAS, the City has determined that extension of the 12" water main through the Parcel will be required; and

WHEREAS, the City's Municipal Code would require Glacier to construct a shared-use path along W. Seltice Way upon development of the Parcel; and

WHEREAS, relocation of the right turn slip lane from W. Seltice Way to Northwest Boulevard, would greatly enhance the safety of the traveling public; and

WHEREAS, a shared-use path on the south side of W. Seltice Way from Northwest Boulevard to the existing hotel located at 2250 W Seltice Way, would greatly benefit the public and enhance the safety of users of the regional trail system.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

- I. Duties of Glacier: Glacier hereby covenants to perform the following within a reasonable time after the effective date of this Agreement:
 - a. Relocate the existing right turn slip lane from W. Seltice Way to Northwest to City specifications, as generally shown on attached Exhibit "A," which is attached hereto and incorporated herein by reference;

- b. Install the 12” water main from the Centennial Trail crossing of the proposed slip lane to the southern property line in such a manner that will enable extension of the water main for future development, as generally shown on Exhibit “B”;
- c. Construct a deceleration lane and right-in/right-out driveway approach as shown on Exhibit “A;”
- d. Relocate the Centennial Trail along the Northwest Boulevard frontage as shown on Exhibit “A;”
- e. Construct all facilities required by this Agreement to City standards; and
- f. At the time of development of the Parcel and adjoining parcel to the west, extend the shared-use path and 12” water main to the northwestern property line at the existing hotel.

II. Duties of the City. The City hereby covenants to:

- a. Consider this Agreement at a subcommittee meeting of the City Council on January XX, 2021, and at the City Council meeting on February XX, 2021;
- b. Accept temporary easements for public access and utilities pending construction of a right turn slip lane and approach, and installation of the 12” water main as required by this Agreement;
- c. Accept the location of the new right turn slip lane, the installation of the 12” water main, and the construction of the shared-use path as generally shown on Exhibit “A” hereto;
- d. Not unreasonably withhold approval and acceptance of the actions and facilities described in this Agreement.

III. General terms. The parties further agree as follows:

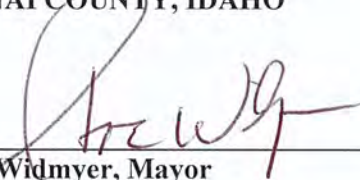
- a. The obligations of the parties are unique and not susceptible to monetary compensation and, therefore, either party may seek specific performance of any other party’s obligations hereunder;
- b. Each party agrees to hold the other parties harmless from any and all causes of action, claims and damages that may arise or are alleged, as a result of any other party's negligent performance or malfeasance under this Agreement.
- c. All prior representations, warranties, covenants, conditions, and agreements of the parties are merged in this Agreement and this Agreement represents the full and complete agreement between the parties.

- d. The parties agree to comply with all applicable laws.
- e. The covenants herein contained shall be binding upon the parties and their heirs, assigns, and successors-in-interest, and shall be deemed to be covenants running with the land.
- f. Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of any party to discuss the issue(s) and proposed solutions. Further, each party agrees not to bring a claim, initiate legal action, or suspend performance without meeting directly with the other party or parties regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, this Agreement has been approved by the City Council of the City of Coeur d'Alene, to be executed by its Mayor and City Clerk, and its corporate seal affixed, and by Glacier NW Blvd Seltice, LLC., to be effective the day and year first above written.

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

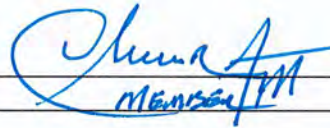
By: _____


Steve Widmyer, Mayor

GLACIER NW BLVD SELTICE, LLC

By: _____

Its: _____


Shana A. Mansour

ATTEST:

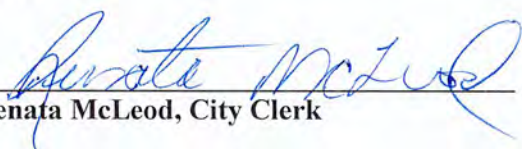

Renata McLeod, City Clerk

EXHIBIT A

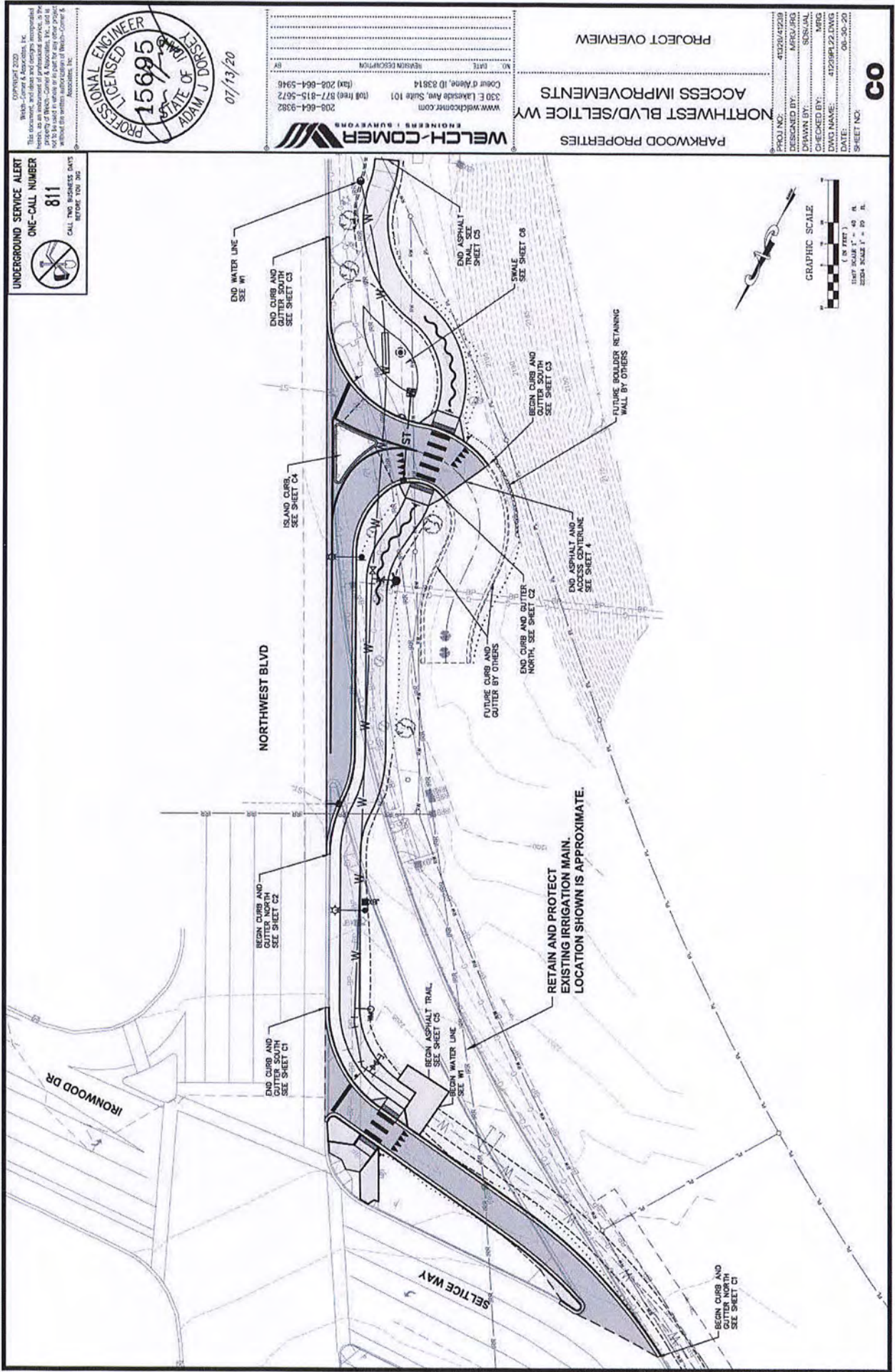




EXHIBIT B

210 feet +/-

cross with valves

Resolution No. 21-026



COUNCIL BILL NO. 20-1014
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE SELTICE WAY RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE NORTHEASTERLY BOUNDARY OF LOT 4, BLOCK 1 OF THE GLACIER NORTHWEST-SELTICE SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said right-of-way be vacated.

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the southwest.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the property owner receiving the vacated right-of-way shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on June 15, 2021.

APPROVED by the Mayor this 15th day of June, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-20-06, SELTICE WAY RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho, hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of the Seltice Way right-of-way.

Such portion of the right-of-way is more particularly described as follows:

Attached Exhibits "A" & "B" are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-20-06, vacation of a portion of the Seltice Way right-of-way, 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 15th day of June, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION RIGHT OF WAY VACATION

All that real property located in the City of Coeur d'Alene, Kootenai County, Idaho, in the Northwest Quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, described as follows:

COMMENCING at a 5/8-inch rebar with plastic cap marked PLS 4565 at the corner common to Lots 3 and 4 of Block 1, Glacier Northwest-Seltice, that lies on the right-of-way line of Seltice Way, as shown on that plat recorded with the Kootenai County Recorder's Office in Book K at Page 207; a 5/8-inch rebar with plastic cap marked PLS 4565 at the corner common to said Lots 3 and 4 on the boundary with The Village At Riverstone, as shown on that plat recorded with the Kootenai County Recorder's Office in Book K at Page 53, bears South 34°49'13" West, 100.16 feet, thence South 67°30'31" East a distance of 29.45 feet to the North line of agreement recorded as instrument number 2615715000 and the beginning of a curve to the left having a radius of 270.52 feet, said point being the **TRUE POINT OF BEGINNING**;

Thence along said curve through a central angle of 02°24'15", an arc length of 11.35 feet, a chord bearing of South 79°34'02" East and a chord distance of 11.35 feet;

Thence, South 80°46'10" East a distance of 86.64 feet to the beginning of a curve to the right having a radius of 39.00 feet;

Thence along said curve through a central angle of 55°00'34", an arc length of 37.44 feet, a chord bearing of South 53°15'53" East and a chord distance of 36.02 feet;

Thence South 25°45'35" East a distance of 75.63 feet to the beginning of a curve to the right having a radius of 38.00 feet;

Thence along said curve through a central angle of 27°30'33", an arc length of 18.24 feet, a chord bearing of South 12°00'15" East and a chord distance of 18.07 feet, to the beginning of a non-tangential curve to the left having a radius of 70.00 feet;

Thence along said curve through a central angle of 27°31'50", an arc length of 33.64 feet, a chord bearing of South 12°00'54" East and a chord distance of 33.31 feet;

Thence South 25°46'49" East a distance of 79.27 feet to the beginning of a curve to the right having a radius of 35.00 feet;

Thence along said curve through a central angle of 34°35'14", an arc length of 21.13 feet, a chord bearing of South 08°29'12" East and a chord distance of 20.81 feet;

Thence South 08°48'25" West a distance of 5.25 feet to a point on the east line of said Lot 4;

Thence along said East line North 27°00'00" West a distance of 2.47 feet to the beginning of a non-tangential curve to the right having a radius of 1881.86 feet;

Thence along said curve through a central angle of 03°56'45", an arc length of 129.60 feet, a chord bearing of North 26°47'47" West and a chord distance of 129.57 feet;

Thence North 44°30'42" West a distance of 4.85 feet to the North line of said agreement;

Thence along said North line North 27°00'00" West a distance of 17.07 feet to the beginning of a curve to the left having a radius of 124.00 feet;

Thence along said North line along said curve through a central angle of 25°14'42", an arc length of 54.64 feet, a chord bearing of North 39°37'21" West and a chord distance of 54.19 feet;

Thence along said North line North 52°14'42" West a distance of 90.07 feet to the beginning of a curve to the left having a radius of 200.00 feet;

Thence along said North line along said curve through a central angle of 04°45'07", an arc length of 16.59 feet, a chord bearing of North 54°37'16" West and a chord distance of 16.58 feet;

Thence along said North line North 57°47'47" West a distance of 18.75 feet to the **POINT OF BEGINNING.**

Contains 7,562 square feet, or 0.174 acres, more or less.

Michael L Hathaway

Digitally signed by

Michael L

Hathaway

Date: 2020.10.19

10:23:05-07200



City Council Meeting

STAFF REPORT

DATE: June 15, 2021

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-21-02, Vacation of a 41-foot Portion of Undeveloped Wilbur Avenue Right-of-Way in the City of Coeur d'Alene

DECISION POINT:

The applicant, Greenstone-Kootenai II, Inc., is requesting the vacation of a 41-foot portion of undeveloped Wilbur Avenue right-of-way that adjoins Ramsey Road to the west between Canfield Avenue and the new Wilbur Avenue to the north.

HISTORY:

It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene.

FINANCIAL ANALYSIS:

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 27,191.2 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS:

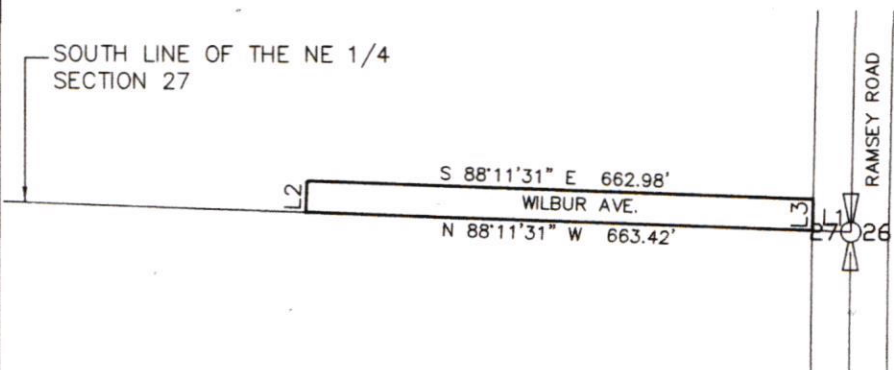
The purpose of this request is to vacate a 41' foot wide, dead end, strip of unimproved Wilbur Avenue that has been relocated to the north. The additional right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation and had no objection.

RECOMMENDATION:

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant Greenstone-Kootenai LL, Inc.



EXHIBIT "A"
 LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51
 NORTH, RANGE 4 WEST, B.M.
 CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO



| LINE TABLE | | |
|------------|---------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N 88°11'31" W | 50.00' |
| L2 | N 01°48'29" E | 41.00' |
| L3 | S 01°11'35" W | 41.00' |



SCALE: 1 INCH = 200 FEET



| | | | |
|--|----------|----------|---------|
| RFK LAND SURVEYING INC.. 1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com | DRAWN | APPROVED | PROJECT |
| | MEM | MEM | 20-147 |
| | DATE | DATE | SHEET |
| | 10/20/20 | 10/20/20 | 1 OF 1 |

06/04/2021

My wife and I are completely against Greenstone-Kootenai II Inc vacating this said 41' parcel (median). We believe that the developer should be required to landscape, maintain and be responsible for this land to city code until such time that the whole development is completed and then it should be turned over to the HOA and let the home owners take responsibility for it.

I would assume that the developers, Greenstone-Kootenai II Inc, are making a handsome profit in this housing market with the close to 500 homes going in there. I believe the city needs to stop allowing developers to up their profit margins by taking on more landscaping and maintenance of these developments using taxpayer funds. Make the developers responsible and hold them accountable.

Mike & Heidi Hunziker

1539 W. Marcy Way

Coeur d'Alene, Idaho 838315

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1015

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE WILBUR AVENUE UNDEVELOPED RIGHT-OF-WAY, GENERALLY DESCRIBED AS A 41-FOOT WIDE STRIP OF LAND WEST OF RAMSEY ROAD, LOCATED IN THE NE ¼ OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated.

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Drawing and Legal Description, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner of record on the north and south side.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the property owner receiving the vacated right-of-way shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on June 15, 2021.

APPROVED by the Mayor this 15th day of June, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-21-02, WILBUR AVENUE UNDEVELOPED RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of Wilbur Avenue undeveloped right-of-way.

Such portion of the right-of-way is more particularly described as follows:

Attached Exhibits "A" & "B" are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, in the office of the City Clerk.

Renata McLeod, City Clerk

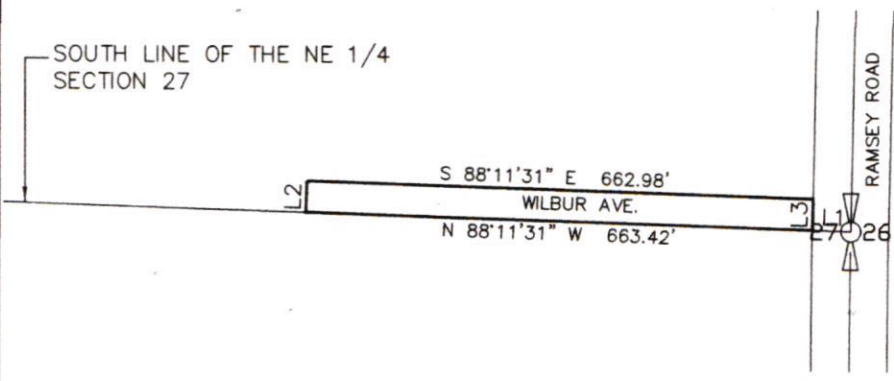
STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-21-02, vacation of a portion of the Wilbur Avenue undeveloped right-of-way, 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 15th day of June, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT "A"
 LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51
 NORTH, RANGE 4 WEST, B.M.
 CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO



| LINE TABLE | | |
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| LINE | BEARING | DISTANCE |
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| L2 | N 01°48'29" E | 41.00' |
| L3 | S 01°11'35" W | 41.00' |



SCALE: 1 INCH = 200 FEET



| | | | |
|--|------------------|------------------|-------------------|
| RFK LAND SURVEYING INC.. 1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com | DRAWN MEM | APPROVED MEM | PROJECT 20-147 |
| | DATE 10/20/20 | DATE 10/20/20 | SHEET 1 OF 1 |

Exhibit 'B'

Legal Description

For

Wilbur Avenue Vacation

Commencing at the Southeast Corner of the Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian;

Thence, North 88°11'31" West, along the South Line of said Northeast Quarter, a distance of 50.00 feet to the True Point of Beginning;

Thence, continuing North 88°11'31" West, along said South Line a distance of 663.42 feet;

Thence, North 01°48'29" East, a distance of 41.00 feet;

Thence, South 88°11'31" East, a distance of 662.98 feet;

Thence, South 01°11'35" West, a distance of 41.00 feet to the True Point of Beginning.

