

WELCOME

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

Held in the Library Community Room: 702 E. Front Avenue at **6:00 P.M.**

AGENDA

VISION STATEMENT

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

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

June 20, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None scheduled

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. PRESENTATIONS:

- 1. Fire Department Life Safety Awards

Presented by: EMS Officer Steven Jones

F. ANNOUNCEMENTS

- 1. City Council
- 2. Mayor – Appointment of Mark Coppess, Tom Messina, and Lynn Fleming to the Planning Commission.

G. 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 6, 2023, Council Meeting.
- 2. Approval of Bills as Submitted.

3. Approval of Financial Report.
4. Approval of a Cemetery Repurchase from Richard Webb for Section RIV, Block C, Lots 230, 229 in the amount of \$1,000.00.
5. **Resolution No. 23-045**
 - a. Approval of S-5-21 – Mahogany Lane, Final Plat, Subdivision Improvement Agreement, and Landscape Work Agreement and Securities
As Recommended by the City Engineer

H. PUBLIC COMMENTS: Non-action item (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.)

I. OTHER BUSINESS:

1. **Resolution No. 23-046** – Approving an Easement Agreement with JSBC Development Company, Inc. for placement of an underground stormwater pipe.

Staff Report by: Chris Bosley, City Engineer

2. **Resolution No. 23-047** – Approving an Amendment to the Contract with Design West for the Streets and Engineering Remodel project.

Staff Report by: Todd Feusier, Streets and Engineering Director

3. **Resolution No. 23-048** – Approving an Agreement with Poe Asphalt Paving, Inc. for the 2023 Overlay Project.

Staff Report by: Todd Feusier, Streets and Engineering Director

4. **Resolution No. 23-049** – Approving the termination of a Contract for the CDA Transmission Project, with LaRiviere, Inc. for convenience.

Staff Report by: Kyle Marine, Deputy Water Director

5. **Resolution No. 23-050** – Approving the Second Amendment to the Host Venue Agreement with the World Triathlon Corporation (IRONMAN®) and the North Idaho Sports Commission (NISC).

Staff Report by: Troy Tymesen, City Administrator

J. RECESS:

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.



Coeur d'Alene CITY COUNCIL MEETING

June 20, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

PRESENTATIONS

ANNOUNCEMENTS

Memo to Council

DATE: June 14, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the June 20, 2023, Council Meeting:

MARK COPPESS	Planning Commission (Appointment)
TOM MESSINA	Planning Commission (Re-Appointment)
LYNN FLEMING	Planning Commission (Re-Appointment)

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

Sincerely,

Sherrie Badertscher
Executive Assistant

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

CONSENT CALENDAR

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

June 6, 2023

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 on June 6, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

PLEDGE OF ALLEGIANCE: Mayor Hammond led the pledge of allegiance.

PRESENTATIONS:

Proclamation –Mayor Hammond read the proclamation and proclaimed June 2023 as LGBTQIA+ Pride Month within the City of Coeur d'Alene. The proclamation was accepted by Sara Lynch, Executive Director of North Idaho Pride Alliance, who explained why recognizing Pride Month was important and said the Human Rights Campaign had declared a National State of Emergency declaring the LGBTQIA+ community as likely targets of potential violence. She thanked city leadership and public safety officials for their work to make the Pride event in the Park safe for everyone.

Annual Audit Report for Year Ending September 30, 2022 - Toni Hackwith of Anderson Brothers, CPAs gave an overview of the annual audit conducted for fiscal year 2022-2023. Ms. Hackwith stated the audit was required by Idaho State Statues and the primary purpose was to assure financial statements show a fair representation of the City's financial position as of a certain date. She gave an overview of the General Fund revenues, expenditures, and fund balances for the years 2018-2022. She explained why the General Fund reserve balance was important and mentioned the Government Finance Officers Association recommended a minimum of no less than two (2) months of regular General Fund operating revenues remain unassigned in the Fund Balance. She stated the Water Fund showed a revenue decrease of 8% over the prior year due to higher water usage, with operating expenses increasing by 6%. She said the Wastewater Fund showed a 6% increase in revenues and a 9% increase in operating expenses over the prior year.

She said part of the increase in operating expenses was due to the City's retirement provider PERSI's estimated pension expense amount which increased in 2022. She extended her thanks to City Comptroller Vonnie Jensen and her team for their assistance during the audit process.

DISCUSSION: Councilmember Wood asked what the recommended percentage was in the General Fund reserve balance as in previous years it had been recommended at 16%, with Ms. Hackwith responding the recommendation had recently changed to focus on operating revenues and expenses, but generally was minimum of 5-15%. Councilmember McEvers said the Wastewater and Water Departments showed higher expenses than revenues and was that where Fund Balance would come in to play, with Ms. Hackwith responding the Departments still had adequate operating funds as the estimated pension costs were not removed from their budgets, therefore did not require using Fund Balance. Councilmember Gookin asked Ms. Hackwith to expand on the pension expenses. Ms. Hackwith explained it was due to new accounting requirements as of 2019, due to governmental retirement plans which were not fully funding their plans, and now were required to have an actuary study done each year showing potential expenses and liabilities in their pension plans. She said PERSI's actuary study for 2022 estimated \$439,000 was needed in the Water Department and \$599,000 in the Wastewater Department which was shown as higher operating expenses in those departments. She further clarified that the City did have a clean audit, meaning financial statements were materially stated.

ANNOUNCEMENTS: Councilmember English said in two (2) weeks he would be driving down to Boise to attend the Association of Idaho Cities (AIC) Annual Conference and therefore would miss the June 20, Council meeting.

Mayor Hammond requested the appointment of James Chapkis and Elaine Price to the Parking Commission, and Summer Ward to the Arts Commission.

MOTION: Motion by Evans, seconded by English, to appoint James Chapkis and Elaine Price to the Parking Commission, and Summer Ward to the Arts Commission. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the May 16, 2023, Council Meeting.
2. Setting of General Services/Public Works meeting for June 12, 2023.
3. Approval of Bills as Submitted.
4. Approval of Fireworks Stands for 2023.
5. Approval of SS-23-02, Final Plat for Cassandra Estates.

RESOLUTION NO. 23-037- A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF THREE (3) HPE GEN 10PLUS 24CORE SERVERS AND RELATED EQUIPMENT FROM GENISYS CORPORATION, IN THE AMOUNT OF \$80,946.39, FOR THE WATER DEPARTMENT SERVER UPDATES PROJECT.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-037**.

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

PUBLIC COMMENTS:

Michael Koep, Coeur d'Alene, stated he had taken over the Summer Concert Series from the late Chris Geggemos and looked forward to continuing his legacy of providing music to the community.

Dani Zibell-Wolfe, Post Falls, Volunteer Director of IRONMAN CDA said she would like to thank the City of Coeur d'Alene for welcoming IRONMAN for 20 years. She said the Coeur d'Alene race was voted third best race overall by racers. She noted this year's race date is Sunday, June 25, and they are in the process of recruiting 3,500 volunteers for various positions throughout the course. She asked that all please consider registering to help via their website at imcoeurdalene@ironmanvolunteers.com. Councilmember Miller thanked Ms. Zibell-Wolfe for her leadership.

Justin O'Connell, Coeur d'Alene, made comments in opposition to the purchase of an art sculpture and the spending of ARPA funds.

Linda Coppess, Coeur d'Alene, Executive Director of CDA Chamber of Commerce said she wished to speak in support of the partnership between the City and the Chamber. She said the special events helped to drive economic growth for the City. She said they were happy to have had the opportunity to work with City staff in order to draft the Memorandum of Understanding (MOU), and the parking revenue would help offset the costs of putting on the event. She thanked the City's Streets, Police, and Fire Departments for working with them and said it had been great collaboration by all.

Jody Azevedo, Dalton Gardens, stated she was chair of the Coeur d'Alene Regional Chamber of Commerce, was in support of the 4th of July event, and the MOU which helped draw out roles and responsibilities for the volunteers was helpful.

William Le, Coeur d'Alene, said he was not in agreement with the City issuing the Pride proclamation. He said it was a divisive issue and the silent majority were in opposition of the lifestyles which were supported. He asked how proclamations were submitted and what was the process to request a pro-life proclamation.

RESOLUTION NO. 23-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC., FOR THE INDEPENDENCE POINT STORMWATER IMPROVEMENTS

STAFF REPORT: Streets and Engineering Superintendent Todd Feusier requested Council approve Amendment No. 1 to the Professional Services Agreement with Keller Associates for the Independence Point Stormwater Improvements. He said that in 2021, the City of Coeur d'Alene (City) was awarded \$695,000 from the Idaho Department of Environmental Quality (IDEQ) for a Building Idaho's Future grant (now called the Leading Idaho Subaward Program). The goal of the program is to fund projects that reduce phosphorus loading into Lake Coeur d'Alene. The City was awarded funding for three (3) stormwater reduction projects in three (3) separate drainage areas; Mullan Road, Sanders Beach/11th Street Marina, and Independence Point. He noted Independence Point was the largest of the three with approximately 131 acres draining to the outfall. He said Keller Associates was contracted for \$36,900 to perform a conceptual design and hydraulic analysis of the stormwater system that would reduce the amount of stormwater entering Lake Coeur d'Alene. Because the drainage area was larger and more complex than others recently completed, the cost estimate for construction was much higher than the funding available. He said the project area had been scaled back to include approximately half of the drainage area where most of the phosphorus was believed to be generated. He noted that City Council had approved requesting an additional \$688,000 from IDEQ, which was granted, making the reduced project achievable. He mentioned the cost for the amendment was \$123,680, which would be funded through the IDEQ grant, and total funding available for the project was approximately \$900,000, depending on any change orders which may arise during the project. He said that approval of the amendment would enable Keller Associates to continue further analysis of the stormwater system and develop a final design and bid package for construction which was anticipated for Spring of 2024.

DISCUSSION: Councilmember McEvers asked if the stormwater from the 131 acres was now going into the lake, with Mr. Feusier responding it was, and it would be one of the larger diversion projects once finished.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-038** – Approving Amendment No. 1 to the Professional Services Agreement with Keller Associates for the Independence Point Stormwater Improvements.

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

PANHANDLE HEALTH DISTRICT 1 RATHDRUM PRAIRIE AQUIFER PROTECTION – CRITICAL MATERIALS MANAGEMENT

STAFF REPORT: Water Department Superintendent Terry Pickel requested Council approve a new City Ordinance for Critical Materials Management and a Memorandum of Understanding (MOU) with Panhandle Health District (PHD) for inspections and enforcement. He said the City relied on the Spokane Valley Rathdrum Prairie (SVRP) Aquifer as the sole source of drinking water and protection of this critical source was of the utmost importance to the region as it served over 600,000 customers in two (2) states. He mentioned that as the population continued to grow over the SVRP water shed area, and businesses come and go, monitoring of critical materials was a crucial element for protection of the SVRP Aquifer. He said historically, PHD had held the responsibility through promulgated rules as authorized by the State Legislature and funding from the Kootenai County Aquifer Protection District (APD) to perform annual inspection of commercial facilities where there was a potential for critical materials storage and handling. He said the proposed Ordinance and MOU was intended to replace the previous rule authority so that PHD staff may resume inspections of commercial facilities within the City limits. He noted the proposed ordinance would, however, place final enforcement authority with the City's Water Department Director, especially in the case of an appeal.

Erik Ketner, Division Administrator, Environmental and Health Protections for Panhandle Health District explained PHD had administered the Rathdrum Prairie Aquifer protection rules since 1977, and recently the State Legislature had determined that PHD was not considered a state agency, and therefore did not have rule making authority and consequently were stripped of their enforcement authority. PHD staff approached the City's Water Department and had requested an Ordinance granting them due authority in the corporate city limits. He said the request was to format existing rules into a City ordinance. He noted they were also working with the City of Post Falls for similar authority and other governing bodies had adopted standards using PHD rules as a framework. He said the proposed Ordinance and MOU providing PHD authority to operate and manage the Critical Materials Compliance Program would not have any financial impact to the City as all funding was provided by the Kootenai County Aquifer Protection District. He said the reduction of the protections could directly harm the water system users and add cost to the City operations. He said there were almost 300 locations they were monitoring within the City of Coeur d'Alene. He mentioned that they preferred education to enforcement and rarely had any issues with achieving cooperation.

DISCUSSION: Councilmember McEvers asked why the Legislature had looked at the rules, with Mr. Ketner responding they had looked at all rules across the board and allowed them all to expire. He explained there were no longer any administrative rules and all agencies had to go through the process to have them reauthorized. He said although PHD had letters of support from all municipalities and from businesses it wasn't enough to move the rule forward at the Legislative level. Councilmember English asked if property was annexed into the City, would the new ordinance section apply, with Mr. Adams responding any property annexed into the City would be subject to all City ordinances. Councilmember Gookin asked if other health districts in the state had partnered with municipalities to develop an ordinance, with Mr. Ketner responding the two rule sets for PHD were unique to North Idaho and were for the Rathdrum Prairie Aquifer and Bunker Hill Superfund site. He said they had worked with DEQ on the Superfund site and it was

written into State Statutes which were not subject to annual expirations and aquifer protection was being addressed locally with the municipalities. Mr. Ketner noted the Rathdrum Prairie Aquifer was unique as it was one of only three in the state, was not contaminated, and those early on recognized its value and kept protections in place. Councilmember Gookin asked if the County had established a similar ordinance for enforcement, with Mr. Ketner responding there were few critical materials locations in the County and they had adopted rules for 5-acre properties and were supportive. Mr. Ketner said PHD was considered a special purpose district, and the proposed ordinance language was almost verbatim to their expired rules. Councilmember Gookin asked who the hearing officer was in an appeal, with Mr. Adams responding the hearing officer would be appointed by the City and by the Mayor or City Administrator. Councilmember Gookin asked if it could be appealed to the Council after the hearing officer's decision, with Mr. Adams responding the hearing officer's decision was final yet an appellant could take the matter to court. Councilmember Gookin asked during judicial review to the courts who would be the defendant, with Mr. Adam's responding it most likely would be the City for enforcing the rules. Councilmember Wood said she believed the City should work with PHD to protect the water source. She said the appeal process should come before the Council for accountability and requested the ordinance include Council in the appeal process, or the City should have an official civil hearing officer. Mr. Adams said Council was the legislative body of the City and typically wasn't involved in the administrative aspects. He said that considering the technical issues related to an appeal in this case, the hearing officer would need to have expertise in the area of water quality. He mentioned Council could change the ordinance as they wished. Mayor Hammond said to clarify there was an aquifer protection district which was unique and therefore they needed to provide local authority to protect it, which would be done by working with other municipalities, the County, and the Health District. Councilmember Miller said while working with the Regional Housing and Growth Issues Partnership (RHGIP), thousands of survey respondents placed protecting the water source and aquifer as one of the top five priorities. Mr. Ketner mentioned that in nine years of oversight, PHD had never had an appeal as it was their goal to gain compliance which happened through education.

COUNCIL BILL 23-1005

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, ADDING A NEW CHAPTER DESIGNATED AS 13.40, RATHDRUM PRAIRIE AQUIFER ORDINANCE, TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE; ESTABLISHING A PURPOSE, DEFINITIONS, PERFORMANCE STANDARDS, RULES FOR A VARIANCE, AND PROVISIONS REGARDING VIOLATIONS AND ENFORCEMENT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by English, seconded by Wood, to dispense with the rule and read **Council Bill No. 23-1005** once by title only.

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

MOTION: Motion by English, seconded by McEvers, to adopt **Council Bill 23-1005**.

DISCUSSION: Councilmember Gookin said he agreed with the purpose yet felt it was a workaround state government and the authority should be through the state. Councilmember Wood said the value was in protecting the drinking water. Councilmember Miller said the legislature had determined it to be a local issue and placed the responsibility on the cities to solve the problem locally. Councilmember McEvers said the bottom line was to protect the aquifer. Mr. Pickel said the City was not alone as the City of Spokane was looking at potential contamination and establishing rules to protect the aquifer as well. Mayor Hammond said Councilmember Gookin's point was valid and in the interim the protection of the aquifer was a priority and they should encourage PHD to continue to seek authority through the state.

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

RESOLUTION NO. 23-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING, WITH PANHANDLE HEALTH DISTRICT 1 FOR THE COOPERATION IN THE ADMINISTRATION OF THE CITY'S RATHDRUM PRAIRIE AQUIFER ORDINANCE.

MOTION: Motion by Wood, seconded by McEvers, to approve **Resolution No. 23-039** – Approving a Memorandum of Understanding with Panhandle Health District 1 for the inspection and enforcement of critical materials management for the Rathdrum Prairie Aquifer Protection.

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

RESOLUTION NO. 23-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC., FOR THE 4TH OF JULY PARADE AND FIREWORKS SHOW.

STAFF REPORT: Municipal Services Director Renata McLeod requested Council approve the proposed Memorandum of Understanding (MOU) with the Coeur d'Alene Regional Chamber of Commerce, Inc., (Chamber) for the 4th of July Parade and Fireworks Show. She said that at the July 19, 2022, Council meeting, Council had requested staff begin looking at options for entering into agreements for some of the large special events held in the City. She said agreements would allow the City to negotiate with the sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. She noted the MOU clarified the roles and responsibilities to ensure there were no questions on the day of the event. She mentioned the

Chamber's 4th of July Parade and Fireworks Show had been a long-standing tradition in the community. She said this year's parade takes place earlier in the day, then there would be a large break in time before the evening firework display, and a lot of traffic control was required for disbursement after the show. She noted the Streets and Engineering Department had crafted the Traffic Safety Plan, which would remain the plan for years to come. She said the plan satisfied the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). She said the Streets and Engineering Department had worked with the Chamber to provide flagger certification training and to limit the number of volunteers needed at non-emergency intersections. Additionally, they have negotiated private traffic control numbers to half the cost of last year's expenses for the Chamber, not to exceed \$8,000.00. She said that after working through each event this season, and creating the traffic control plans for each, staff envisioned one future master agreement for all events that were sponsored by the Chamber. She noted the fee included under the MOU was \$750.00, with a \$1,000.00 security deposit, in compliance with the approved fee resolution. She said there were some legal restrictions regarding covering event costs, including fees must be reasonably related to actual costs to the City and could not be higher than actual costs for the event. She said when there was an event with a controversial message which might draw a hostile crowd, it was unconstitutional to add to the fees, and that fees based on the content of the message violated the First Amendment. She noted while there were additional costs to City Departments with the 4th of July events, the Chamber had picked up additional costs as well. The Chamber had provided a cost breakdown showing \$64,062.28 in expenses, with estimates of volunteer hours to have a value of \$9,399.60, for a total of \$73,461.88. She said the MOU outlined the responsibilities of the City and Chamber in order to level the amount of staff time needed for these types of community events. She said City costs in overtime and comp-time associated with the 2022 4th of July event, which did not include park lighting needed at the fireworks breakup (\$1500.00) was approximately \$43,819.00.

DISCUSSION: Councilmember Evans asked if the City staffing costs associated with the first column of the staff report cost chart were the normal daily costs, with Ms. McLeod responding they were and clarified the second column was overtime and comp-time costs from last year. Councilmember Gookin asked if any parking revenue would go back to Police and Fire Departments, with Mr. Tymesen responding the revenue would go back to the General Fund, as the Police Department was funded to cover the costs, noting it had gone back to the Police Department budget just one time. Councilmember Gookin said it should go to reimburse the Police Department and to offset the costs to the tax payers. Councilmember McEvers asked if this was the first MOU for the event, with Ms. McLeod responding it was the first MOU with the Chamber. Councilmember Miller asked if modifications to the MOU were needed would Council need to amend it, with Ms. McLeod responding any changes would need to be approved by Council and they were working on a general MOU for all events. Councilmember Miller asked if the City was insured for the candy distribution during the parade, with Mr. Tymesen responding the City was insured.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-040** – Approving a Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc. (Chamber) for the 4th of July parade and fireworks show.

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

RESOLUTION NO. 23-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LETTER AGREEMENT FOR THE PURCHASE OF AN ARTWORK ENTITLED "TIMELINE THEORY REFLECTIONS" FROM ARTIST KEN TURNER IN THE AMOUNT OF \$1,000.00 FROM THE PUBLIC ART FUND.

STAFF REPORT: City Accountant and Staff Liaison to the Arts Commission Stephanie Padilla requested Council approve the purchase of an ArtCurrents piece known as "Timeline Theory Reflections," by artist Ken Turner, in the amount of \$1,000.00. She said that in May 2021, the City's Arts Commission issued a call to artists for the Fiscal Year 2021/22 and 2022/23 ArtCurrents Program. One of the selected art pieces was by artist Ken Turner, entitled "Timeline Theory Reflections," which is made of steel and stands at 112" x 24" x 24". She said Mr. Turner is a resident of the Pacific Northwest, the City had been in contact with Mr. Turner, and an agreement to purchase "Timeline Theory Reflections," in the amount of \$1,000 had been agreed upon. She noted the original asking price of the art piece was \$7,000, and if it had sold while in the ArtCurrents program, the artist would have received \$5,250, with the City receiving a 25% commission. The art piece is currently on display on the corner of 3rd Street and Sherman Avenue. She noted that on May 23, 2023, the Arts Commission unanimously recommended the purchase of the art piece to be added the City's permanent public art collection and may potentially be installed at the new Atlas Waterfront Park.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 23-041** – Approving an Agreement to purchase an art piece entitled "Timeline Theory Reflections" by Ken Turner in the amount of \$1,000.00.

DISCUSSION: Councilmember McEvers asked if ArtCurrents were City owned or on loan, with Ms. Padilla responding it was art on loan. Councilmember Evans said the Arts Commission's intent was to purchase one (1) art piece from the ArtCurrents program each year.

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

RESOLUTION NO. 23-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF \$999,330.00 FOR BIDDING, CONSTRUCTION MANAGEMENT SERVICES, AND PROJECT OVERSIGHT ASSOCIATED WITH THE SOLIDS HANDLING IMPROVEMENTS PROJECT.

STAFF REPORT: Wastewater Department Capital Programs Manager Mike Becker requested Council approve Amendment No. 3 to the City's existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for professional services associated with the Solids Building Improvements Project. He said that Wastewater Treatment Facility projects were typically long and progressive projects and required the understanding that the facility must remain fully operational at all times. He said a professional firm was hired to assist the City from conceptual design, through construction, and eventually to project close-out. He noted that on August 18, 2020, the City executed a PSA with HDR Engineering, Inc., for the preliminary engineering design to replace the treatment facility's biosolids dewatering unit, and on December 13, 2021, amendment #1 was approved for the final engineering and design of the additional project elements, and on June 27, 2022, amendment #2 was approved and included engineering and architectural design. He said amendment #3 was being requested and would cover the bidding, construction management, and oversight for Tasks 700.A3, & 800-1000 as shown in his staff report and that Task 600.A2 was a regulatory requirement for producing conform copies of the construction plans and specifications. The total cost of amendment #3 was \$999,330.00. He said the Solids Building Improvement Project was a multi-year project, would extend into FY 2023/2024, and the Department had planned for the project and had budget authority for the multi-year project. He said currently, \$1.4 million had been allocated for the first year of the project, and the Department would budget accordingly in the following FY 2023/2024 budget. He said a copy of HDR's amended scope, modified Project Schedule, and Compensation was included in the staff report. He noted the amendment was a continuation of the ongoing Solids Handling Improvements Project and subsequent amendments were in accordance with Idaho Code § 67-2320(4) which allowed the City to negotiate with a current provider for professional services contracts for an associated or a phased project. He asked that Council approve Amendment No. 3 to the Professional Services Agreement with HDR Engineering, Inc., in the amount of \$999,330.00.

DISCUSSION: Mayor Hammond asked what the projected cost of the facility was, with Mr. Becker responding the Facility Plan estimated construction costs at \$5.6 million and they were currently at \$5.8 million with the procurement of the centrifuge. Councilmember McEvers asked what the current amendment was for, with Mr. Becker responding it was to pay for Construction Management Services which were not included in the construction costs.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-042** – Approving amendment No. 3 to the Agreement with HDR Engineering for the Solids Building Improvement Project, in the amount of \$999,330.

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

RESOLUTION NO. 23-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO PROVIDE \$50,000.00 OF ARPA FUNDS TO HOMESHARE KOOTENAI COUNTY FOR THE PURPOSE OF INCREASING THE AVAILABILITY OF AFFORDABLE HOUSING THROUGH A HOME SHARING PROGRAM.

STAFF REPORT: City Administrator Troy Tymesen requested Council approve up to \$50,000 of American Rescue Plan Act (ARPA) funding to HomeShare Kootenai County (HomeShare) for the purpose of increasing the availability of affordable housing. He noted the expenditure was not in the current year's financial plan. He said HomeShare was a new organization to the area which performs background checks and provides management services in order to enable home owners to identify unrelated people to share housing. He noted that home sharing provided a mutual benefit to home owners and tenants and every home sharing arrangement was unique. He said the program was about people helping people, and HomeShare facilitated the arrangements. He said there was no fee to participate in HomeShare and when a match was successful, the home owner paid a one-time fee equal to 25% of the first month's rent, with the renter charged a match fee of \$35. He mentioned the City had partnered with Connect Kootenai and the Regional Housing and Growth Issues Partnership (RHGIP) to seek solutions which would increase the amount of available affordable housing for local workers as the City recognized that a local challenge was finding affordable housing. He said the home sharing program opportunity was available immediately and was one way of addressing the affordable housing problem. He said the proposed funding source for the expenditure could come from the American Rescue Plan Act (ARPA) monies that the City had received. He noted funds would be used by HomeShare for marketing the program and to cover the cost of ongoing operations.

Carrie Ward, Executive Director of HomeShare Kootenai County presented information explaining what HomeShare was and how it was helping connect homeowners with those in need of housing. She said it took a lot of time to establish new housing and the HomeShare program had established three (3) home shares within 5-months of their start. She said word of mouth was getting their information out to the community yet they were in need of funding to help with marketing and operational expenses. She said HomeShare provided background checks and interviews with prospective renters and owners. She noted HomeShare was not a franchise and were a member of the National Shared Housing Resource Center. She mentioned the theme of HomeShare was to make a beneficial match to both the homeowner and renter, with the main intention of providing local worker housing. She mentioned they were a 501(c) and planned to submit for grant funding.

DISCUSSION: Councilmember McEvers asked if other cities had provided funding, with Ms. Ward responding the City was the first they had approached, and would be reaching out to other cities for funding as well. Mayor Hammond noted he visited his grandmother when he was a boy and she had rented rooms in her home to many different individuals, and the idea of home sharing was not a new concept. Councilmember Wood said it was an innovative program, yet there was nothing in the resolution for a data driven report back to Council. She also asked what the ongoing plan was for the program, with Ms. Ward responding they would continue to fundraise and seek grant proposals. Councilmember Gookin asked how the \$50,000 would be spent, with Ms. Ward responding they would use \$35,000 for marketing, and \$15,000 for administrative support.

Councilmember English stated program costs in the first year would be more than those in future years.

MOTION: Motion by Gookin, seconded by McEvers, to approve **Resolution No. 23-043** – Approving disbursement of \$50,000 in ARPA funds to Home Share Kootenai County and extending an invitation to Ms. Ward to return next June with a progress report.

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

(LEGISLATIVE) - ADOPTION OF THE CAPITAL IMPROVEMENTS PLAN AND THE SETTING OF IMPACT FEES FOR THE KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (KCEMSS) TO FUND THE SERVICES OF THAT SYSTEM.

COUNCIL BILL 23-1006

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF TITLE 14 OF THE COEUR D'ALENE MUNICIPAL CODE WITH THE ADDITION OF A NEW CHAPTER, 14.14, ENTITLED "KOOTENAI COUNTY EMERGENCY MEDICAL SERVICE SYSTEM DEVELOPMENT IMPACT FEES"; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF

STAFF REPORT: Fire Chief Tom Greif noted in 2001 the EMS System was restructured and went to a fire-based EMS model which added ambulances, advanced EMTs, and paramedics into all the fire departments throughout the County. Since that time, the Fire Department has operated two (2) advanced life ambulances. He noted in 2022, the two ambulances generated \$1.8 million to the City. He mentioned a third was placed in service early this year. He requested Council adopt an Ordinance amending Chapter 14 of the Municipal Code, adopt the Kootenai County Emergency Medical Services System (KCEMSS) Capital Improvement Plan, enter into an Intergovernmental and Joint Powers Agreement with KCEMSS and collect development impact fees on their behalf. He said development impact fees are collected in order to ensure that new development bears a proportionate share of the cost of system improvements required to accommodate the new development. He noted the City of Coeur d'Alene started collecting impact fees in 1993, was in the process of updating its impact fees, and expected to bring forward the updated fees by the end of 2023. He said KCEMSS has requested all jurisdictions within their service area to collect impact fees on their behalf as they did not have ordinance authority or a mechanism to collect impact fees as they didn't issue building permits. He noted KCEMSS had worked with Galena Consulting to complete a Development Impact Fee Study and Capital Improvement Plan through 2031. The City was the last jurisdiction to hear the request as the others in their jurisdiction had started collecting the fees and transferring them on a monthly basis to KCEMSS. He said Chief Keeley of KCEMSS had made a presentation to the City's Planning Commission on February 14, 2023, and requested for the City to collect development impact fees

on their behalf. The City's Planning Commission acting as the Development Impact Fee Advisory Committee heard the request and made a recommendation to the City Council to collect the fees. He noted there was a Mutual Aid Agreement between KCEMSS and the City, and the City would not collect an administrative fee for collecting KCEMSS's impact fees. Fees to be collected are \$132 per dwelling unit for all new residential uses and \$0.65 per square foot for all new non-residential uses. He noted that collecting impact fees for KCEMSS required the City to adopt their Capital Improvement Plan, amend Title 14 of the Municipal Code, enter into an Intergovernmental and Joint Powers Agreement, and update the fee schedule to include the new fees. Updating the City's impact fees would not impact the collection of KCEMSS fees and each year the City would receive the updated impact fees from KCEMSS that would be adjusted for inflation based on the Engineering News-Record Index. He said the updated fees would be included in the City's Fee Schedule, collected with building permits, and the fees would be deposited in KCEMSS's impact fee account and not commingled with the City's development impact fees. He said the City would remit the development impact fees to KCEMSS on a monthly basis. He said KCEMSS had a mechanism in place for exemptions such as rebuilding/remodeling the same amount of square footage, replacing a residential use or manufactured home with the same size and use, taxing district construction or development, and building of public charter schools. He requested Council adopt the ordinance, KCEMSS's Capital Improvement Plan, and enter into an Intergovernmental and Joint Powers Agreement.

APPLICANT: KCEMSS Chief Jim Keeley said KCEMSS was an independent taxing district within Kootenai County and was the State EMS license holder for the County. He said they purchased, owned, and maintained all the ambulances and reusable medical equipment for ambulances and fire apparatus. He said Coeur d'Alene operated three (3) ambulances under the contract with KCEMSS and received \$1.9 million each year to do so. He noted all cities within Kootenai County had approved the collection of impact fees for the KCEMSS. He said KCEMSS expected to add four (4) additional ambulances to service in the next 10 years. He mentioned that all impact fees were returned to fund the fire service, growth paid for growth, and KCEMSS's taxing rate was second lowest in the State.

Mayor Hammond opened the public testimony portion of the hearing and hearing none, closed public testimony.

DISCUSSION: Councilmember Gookin asked if the impact fees collected in Coeur d'Alene would come back to the City, with Chief Keeley responding they would go to the County to be used to improve the EMS system countywide. Councilmember Wood said the responsible thing was for the City to continue to share resources and what was before Council was the right direction to go.

MOTION: Motion by Wood, seconded by Gookin, to dispense with the rule and read **Council Bill No. 23-1006** once by title only.

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

MOTION: Motion by Wood, seconded by Gookin, to adopt **Council Bill 23-1006**.

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

RESOLUTION NO. 23-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE CAPITAL IMPROVEMENTS PLAN PREPARED AND ADOPTED BY KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (KCEMSS), AND APPROVING AN INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT WITH KCEMSS FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR EMS SYSTEM IMPROVEMENTS

MOTION: Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-044** – Approving an Intergovernmental and Joint Powers Agreement with KCEMSS; Adopting the Capital Improvement Plan and Adopting Impact Fees for the KCEMSS.

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

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

The meeting adjourned at 8:21 p.m.

ATTEST:

James Hammond, Mayor


Sherrie L. Badertscher
Executive Assistant

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

CITY CLERK

FUND	BALANCE 4/30/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2023
<u>General-Designated</u>	\$4,296,697	\$24,742	\$3,800	\$4,317,639
<u>General-Undesignated</u>	14,548,049	2,990,534	4,905,392	12,633,192
<u>Special Revenue:</u>				
Library	315,694	17,068	194,935	137,827
CDBG	(60,183)	-	74,678	(134,861)
Cemetery	247,461	29,599	32,995	244,064
Parks Capital Improvements	2,116,353	45,480	70,607	2,091,225
Impact Fees	6,163,984	151,225	410,869	5,904,340
Annexation Fees	1,043,560	9,117	2,756	1,049,921
American Recovery Plan	8,454,589	-	-	8,454,589
Cemetery P/C	1,109,111	5,183	10,018	1,104,276
Jewett House	134,568	9,594	2,805	141,357
Reforestation	23,161	537	776	22,922
Street Trees	171,175	6,714	12,291	165,598
Community Canopy	2,383	10	-	2,393
Public Art Fund	67,254	281	1,200	66,335
Public Art Fund - ignite	429,111	1,791	-	430,902
Public Art Fund - Maintenance	125,463	524	39	125,948
<u>Debt Service:</u>				
2015 G.O. Bonds	638,354	9,649	-	648,003
<u>Capital Projects:</u>				
Street Projects	539,724	80,291	63,564	556,451
<u>Enterprise:</u>				
Street Lights	123,838	62,751	60,825	125,764
Water	2,672,003	400,295	774,606	2,297,692
Water Capitalization Fees	5,886,701	123,396	17,243	5,992,854
Wastewater	17,721,795	1,272,137	849,208	18,144,724
Wastewater - Equip Reserve	1,214,562	27,500	-	1,242,062
Wastewater - Capital Reserve	4,500,000	-	-	4,500,000
WWTP Capitalization Fees	3,895,799	334,310	-	4,230,109
WW Property Mgmt	59,973	-	-	59,973
Sanitation	1,854,216	544,212	920,733	1,477,696
Public Parking	740,648	83,971	14,848	809,772
Drainage	1,360,186	147,506	131,587	1,376,105
Wastewater Debt Service	658,022	2,746	-	660,768
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	241,709	237,312	248,076	230,945
Police Retirement	438,292	12,668	24,163	426,797
Sales Tax	3,781	2,820	3,798	2,803
BID	371,518	6,050	-	377,568
Homeless Trust Fund	509	688	509	688
GRAND TOTAL	<u><u>\$82,110,060</u></u>	<u><u>\$6,640,699</u></u>	<u><u>\$8,832,320</u></u>	<u><u>\$79,918,438</u></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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2023

RECEIVED

JUN 08 2023

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$160,296	64%
	Services/Supplies	10,128	4,670	46%
Administration	Personnel Services	317,916	155,160	49%
	Services/Supplies	2,570	661	26%
Finance	Personnel Services	765,897	510,590	67%
	Services/Supplies	632,500	586,365	93%
Municipal Services	Personnel Services	1,469,170	866,519	59%
	Services/Supplies	1,531,715	1,005,024	66%
	Capital Outlay			
Human Resources	Personnel Services	366,503	226,779	62%
	Services/Supplies	85,918	63,916	74%
Legal	Personnel Services	1,225,988	799,707	65%
	Services/Supplies	135,450	33,557	25%
Planning	Personnel Services	697,216	441,093	63%
	Services/Supplies	62,050	34,431	55%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	209,075	65%
	Services/Supplies	284,500	204,644	72%
	Capital Outlay	90,000	39,579	44%
Police	Personnel Services	16,880,007	10,691,372	63%
	Services/Supplies	1,867,520	878,678	47%
	Capital Outlay	3,280,000	1,473,627	45%
Fire	Personnel Services	11,465,359	8,199,289	72%
	Services/Supplies	873,192	512,180	59%
	Capital Outlay	986,610	772,921	78%
General Government	Services/Supplies	626,300	608,659	97%
	Capital Outlay			
Police Grants	Personnel Services	84,594	54,430	64%
	Services/Supplies		38,992	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		5,600	
	Capital Outlay			
Streets	Personnel Services	3,534,437	2,113,975	60%
	Services/Supplies	2,872,401	782,305	27%
	Capital Outlay	1,452,000	372,405	26%
Parks	Personnel Services	2,112,826	1,178,530	56%
	Services/Supplies	734,550	416,474	57%
	Capital Outlay	194,000	79,039	41%


CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2023	PERCENT EXPENDED
Recreation	Personnel Services	599,865	409,731	68%
	Services/Supplies	180,350	94,148	52%
	Capital Outlay	35,000	35,000	100%
Building Inspection	Personnel Services	1,019,158	679,631	67%
	Services/Supplies	42,078	29,863	71%
	Capital Outlay	62,000	60,742	98%
Total General Fund		<u>57,148,940</u>	<u>34,829,657</u>	<u>61%</u>
Library	Personnel Services	1,528,445	945,963	62%
	Services/Supplies	230,000	123,068	54%
	Capital Outlay	190,000	99,003	52%
CDBG	Personnel Services	79,894	52,045	65%
	Services/Supplies	700,349	156,449	22%
Cemetery	Personnel Services	224,911	125,631	56%
	Services/Supplies	138,800	61,276	44%
	Capital Outlay		1,650	
Impact Fees	Services/Supplies	554,446	440,917	80%
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	463,614	184,062	40%
Cemetery Perpetual Care	Services/Supplies	86,000	56,265	65%
Jewett House	Services/Supplies	139,700	44,860	32%
Reforestation	Services/Supplies	6,500	2,597	40%
Street Trees	Services/Supplies	112,000	24,429	22%
Community Canopy	Services/Supplies	1,500	403	27%
Public Art Fund	Services/Supplies	468,500	127,573	27%
		<u>5,279,659</u>	<u>2,801,192</u>	<u>53%</u>
Debt Service Fund		<u>880,083</u>	<u>25,926</u>	<u>3%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2023	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		53,214	
Wilbur / Ramsey Signal	Capital Outlay	400,000		
Traffic Calming	Capital Outlay	65,064	(209)	0%
Kathleen Avenue Widening	Capital Outlay		14,265	
Ramsey Road Rehabilitation	Capital Outlay	588,000		
15th Street	Capital Outlay	49,900	49,813	100%
LHTAC Pedestrian Safety	Capital Outlay	605,000	100,917	17%
Atlas Waterfront Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay		217,908	
		<u>1,707,964</u>	<u>435,908</u>	<u>26%</u>
Street Lights	Services/Supplies	760,130	389,458	51%
Water	Personnel Services	2,777,800	1,561,772	56%
	Services/Supplies	5,399,475	1,259,488	23%
	Capital Outlay	6,149,400	1,546,745	25%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	1,946,683	61%
	Services/Supplies	8,477,348	1,871,367	22%
	Capital Outlay	8,532,000	1,421,741	17%
	Debt Service	3,513,441	851,720	24%
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies		30,000	
Sanitation	Services/Supplies	5,520,365	3,047,041	55%
Public Parking	Services/Supplies	1,864,965	640,921	34%
	Capital Outlay			
Drainage	Personnel Services	243,712	159,975	66%
	Services/Supplies	1,046,146	228,997	22%
	Capital Outlay	1,215,000	429,958	35%
Total Enterprise Funds		<u>55,343,524</u>	<u>15,385,867</u>	<u>28%</u>
Kootenai County Solid Waste		3,110,000	1,803,787	58%
Police Retirement		196,454	92,504	47%
Business Improvement District		176,000		
Homeless Trust Fund		10,000	4,568	46%
Total Fiduciary Funds		<u>3,492,454</u>	<u>1,900,858</u>	<u>54%</u>
TOTALS:		<u>\$123,852,624</u>	<u>\$55,379,408</u>	<u>45%</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

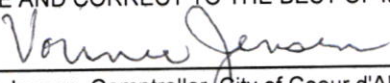
JUN 08 2023

CITY CLERK

City of Coeur d Alene
Cash and Investments
5/31/2023

Description	City's Balance
U.S. Bank	
Checking Account	2,621,036
Checking Account	90,540
Checking Account	78,893
Investment Account - Police Retirement	403,368
Investment Account - Cemetery Perpetual Care Fund	1,098,181
Idaho Central Credit Union	
Certificate of Deposit	1,001,386
Idaho State Investment Pool	
State Investment Pool Account	60,464,805
Spokane Teacher's Credit Union	
Certificate of Deposit	2,022,705
Numerica Credit Union	
Certificate of Deposit	2,023,284
Money Market	10,112,891
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u>79,918,438</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

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Richard Webb

(the "Owner") the following lot(s) in the Forest Cemetery Annex Cemetery:

Section(s) R1V, Block(s) _____,

Niche(s) _____, Lot(s) _____

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

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

DATED this ____ day of _____, 20__.

By _____
Mayor

ATTEST:

Renata McLeod, City Clerk

Accounts Receivable

Transaction History - Summary

User: VONNIEJ
Printed: 01/30/2023 - 4:37 PM
Account: 0003100 - Cemetery Lots RIV C 228/229/230 -Pren
Customer: 110083 - William & Joyce Barr



CITY OF COEUR D'ALENE
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208 769-2300

Tran Type	Invoice No	Tran Date	Post Date	Due Date	Description	Amount
INVOICE	0001115	10/24/2005	2/15/2006	4/24/2006	Lots RIV C 228/229/230 preneed	1,200.00
PAYMENT	0001115	3/29/2006	3/30/2006			300.00
INVOICE	0001139	3/24/2006	3/28/2006	9/24/2006	O&C RIV/C/228 (Gilliam, T	300.00
PAYMENT	0001139	5/11/2006	5/11/2006			900.00
PAYMENT	0001139	5/11/2006	5/11/2006			300.00

CITY OF COEUR D'ALENE CEMETERY CONTRACT

DATE 10-20-05

NAME OF LOT OWNER(S) ~~SM~~ JOYCE & WILLIAM BARR

MARITAL STATUS: SINGLE MARRIED DIVORCED WIDOW(ER)

NAME OF PURCHASER(S) Joyce + William Barr

ADDRESS 927 Davidson Ave

CITY/STATE/ZIP COA, ID 83814 PHONE 208 818 2118

DECEASED (PRE-NEED) D.O.B. D.O.D.

FOREST RIVERVIEW

SECTION RIV BLOCK C NICHE(S) LOT(S) 229 + 230

<u>AT-NEED</u>		<u>PRE-NEED</u>	
Lot(s)	\$ <u> </u>	Lot(s)	\$ <u>1000.00</u>
Niche(s)	\$ <u> </u>	Niche(s)	\$ <u> </u>
Opening & Closing	\$ <u> </u>	Other	\$ <u>1458.24</u>
Niche Nameplate(s) (Provide Inscription)	\$ <u> </u>	Other	\$ <u>CITY OF GDA</u>
Other	\$ <u> </u>	TOTAL COSTS	\$ <u>1000.00</u>
TOTAL COSTS	\$ <u> </u>	Less Deposit	\$ <u>200.00</u>
Amount Paid	\$ <u> </u>	BALANCE DUE	\$ <u>800.00</u>
BALANCE DUE	\$ <u> </u>		

PAID
 OCT 24 2005
 pd 200.00
 CLK # 64451

AT-NEED - The costs for the interment lot or niche and the costs for opening and closing are due and payable before interment, or a down payment of \$300.00 must be made prior to interment and the balance shall be billed by the City of Coeur d'Alene at the end of the next monthly billing cycle. The entire balance shall be paid upon receipt of the billing after the minimum payment.

PRE-NEED - A \$100.00 deposit is required at the time of purchase. All lots are to be paid in full within 6 months of purchase date. *Lots not paid in full within 6 months will revert back to the city - with no refund to purchaser.* Pre-need lot and services must be paid in full at time of interment.

Lot(s), niche(s), and all services must be paid in full before a temporary or permanent marker can be placed.

Payment should be made to the City of Coeur d'Alene either through the Finance Department or through the Parks and Cemetery Department at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

By signing below, the purchaser agrees to be bound by the above terms and shall be responsible for payment.

Purchaser's Signature: Joyce Barr Accepted by: Tim

(Reprinted April 2005)

CITY COUNCIL STAFF REPORT

DATE: June 20, 2023
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Mahogany Lane: Final Plat, Subdivision Improvement Agreement and Security Approval, and Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, an eleven (11) lot residential development.
2. Approval of the subdivision improvement agreement and accompanying security.
3. Approval of the landscape work agreement and accompanying security.

HISTORY

- a. Applicant: Robert A. Bloem, Manager
Bear Waterfront, LLC
2936 W. Dakota Avenue
Hayden, ID 83835
- b. Location: 2252 W. Bellerive Lane
- c. Previous Action:
 1. Preliminary plat approval, December 14, 2021

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$231,675.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development. Additionally, the developer is furnishing security in the amount of \$1,285,903.20 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreements and is bonding for the outstanding infrastructure items (Storm water drainage facilities, signs, concrete sidewalk, and trail system) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by October 31, 2024. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (landscape street scape). The developer has stated that all open space landscaping installations will be completed by October 31, 2024 and the Trail Realignment will be complete by May 31, 2024.

DECISION POINT RECOMMENDATION

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

MAHOGANY LANE

A PLANNED UNIT DEVELOPMENT
BEING A REPLAT OF BLOCK 39, VACATED RIGHT-OF-WAY AND A PORTION OF VACATED PARK, RIVERSIDE PARK ADDITION
AND A PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION.

SITUATE IN THE NE 1/4 AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2

OWNER'S CERTIFICATE

BE IT KNOWN BY THESE PRESENTS THAT RIVERSIDE STATE PARK L1, LLC, AN IDAHO LIMITED LIABILITY COMPANY, COMPANY, HUSBAND & WIFE, BEAR WATERFRONT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, COMPANY, RIVER ESTATES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, CHAD K. WHEELER & KAREN L. WHEELER, HUSBAND & WIFE, ATLAS MILL DEVELOPMENT CORP., A WASHINGTON CORPORATION, DOES HEREBY CERTIFY THAT THEY OWN AND HAVE LAID OUT THE LAND ENCOMPASSED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS MAHOGANY LANE, A PLANNED UNIT DEVELOPMENT BEING A REPLAT OF BLOCK 39, VACATED PORTION OF RIGHT-OF-WAY AND VACATED PARK, RIVERSIDE PARK ADDITION AS RECORDED IN BOOK 19 OF PLATS AT PAGE 130, KOOTENAI COUNTY RECORDS AND A PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION, AS RECORDED IN BOOK 17 OF PLATS AT PAGE 519, KOOTENAI COUNTY RECORDS. SITUATE IN A PORTION OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION BEARS NORTH 01°05' EAST, 2653.51 FEET, THENCE, SOUTH 66°18'34" WEST, 470.86 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 1, ATLAS WATERFRONT FIRST ADDITION AND THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE ALONG SAID SOUTH LINE, NORTH 57°57'35" WEST, 913.87 FEET TO THE NORTHERLY MOST CORNER OF TRACT B OF BELLERIVE AS RECORDED IN BOOK J OF PLAT AT PAGE 311 AND MARKED BY A 5/8" REBAR & CAP PLS 5573;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BELLERIVE, SOUTH 32°01'36" WEST, 147.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID BELLERIVE AS MARKED BY A 5/8" REBAR & CAP PLS 6575' AND BEING A POINT ON THE NORTHERLY ORDINARY HIGH WATER LINE OF THE SPOKANE RIVER;

THENCE ALONG SAID NORTHERLY ORDINARY HIGH WATER LINE AS FOLLOWS:

- NORTH 54°05'45" WEST, 45.10 FEET;
- NORTH 25°31'13" WEST, 24.08 FEET;
- NORTH 53°02'00" WEST, 29.80 FEET;
- NORTH 52°25'21" WEST, 46.61 FEET;
- NORTH 33°27'14" WEST, 53.56 FEET;
- NORTH 62°47'49" WEST, 50.18 FEET;
- NORTH 67°24'38" WEST, 50.68 FEET;
- NORTH 79°51'26" WEST, 15.24 FEET;
- NORTH 53°41'55" WEST, 35.96 FEET;
- NORTH 52°40'58" WEST, 50.21 FEET;
- NORTH 52°57'13" WEST, 100.39 FEET;
- NORTH 52°28'33" WEST, 49.91 FEET;
- NORTH 52°05'58" WEST, 25.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE VACATED RIGHT-OF-WAY ADJOINING THE WEST BOUNDARY OF SAID BLOCK 39;

THENCE LEAVING SAID ORDINARY HIGH WATER LINE, NORTH 32°01'36" EAST, 118.56 FEET TO A 5/8" REBAR & CAP PLS 12318' MARKING AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID TRACT 1;

- THENCE, SOUTH 57°59'00" EAST, 112.15 FEET;
- THENCE, NORTH 32°01'00" EAST, 59.57 FEET;
- THENCE, SOUTH 59°00'52" EAST, 457.76 FEET;
- THENCE, SOUTH 57°58'12" EAST, 908.37 FEET;
- THENCE, SOUTH 26°41'41" WEST, 60.24 FEET RETURNING TO THE POINT-OF-BEGINNING.

TOGETHER WITH ANY RIGHTS TO THE LOW WATER MARK OF THE SPOKANE RIVER AND RIPARIAN RIGHTS THERETO, CONTAINING 3.602 ACRES OR 156,908 SQUARE FEET, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

THE OWNERS HEREBY DEDICATE THE EAST 2.0 FEET OF THE ABOVE DESCRIBED PROPERTY AS RIGHT-OF-WAY FOR BEEBE BLVD. TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY GRANT A BLANKET PEDESTRIAN EASEMENT OVER TRACT A OF THIS PLAT TO THE PUBLIC TO ALLOW ACCESS TO AND FROM THE NORTH IDAHO CENTENNIAL TRAIL.

THE OWNERS HEREBY GRANT MULTIPLE STORMWATER EASEMENTS FOR THE BENEFIT OF THE PLATTED LOTS OF THIS PLAT AS DEPICTED ON PAGE 2.

THE OWNERS HEREBY GRANT A WATER MAIN AND APPURTENANCES EASEMENT TO THE CITY OF COEUR D'ALENE AS DEPICTED ON PAGE 2 OF THIS PLAT, TOGETHER WITH THE RIGHTS OF INGRESS/EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE THEREOF.

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

[Signature]
ROBERT A. BLOEM
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
AMY D. BLOEM
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 2 DAY OF March, 2023,
BY ROBERT A. BLOEM & AMY D. BLOEM, HUSBAND & WIFE.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
ROBERT A. BLOEM, MANAGER, BEAR WATERFRONT, LLC
MANAGER, RIVERSIDE STATE PARK L1, LLC
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 2 DAY OF March, 2023,
BY ROBERT A. BLOEM, MANAGER OF BEAR WATERFRONT, LLC & MANAGER OF RIVERSIDE STATE PARK L1, LLC.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
CHAD K. WHEELER
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 7 DAY OF March, 2023,
BY CHAD K. WHEELER & KAREN L. WHEELER, HUSBAND & WIFE.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
KAREN L. WHEELER
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 7 DAY OF March, 2023,
BY CHAD K. WHEELER & KAREN L. WHEELER, HUSBAND & WIFE.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
CHAD WIRAGLIA, CEO, RAVOS, INC.
AS MANAGER, RIVER ESTATES, LLC
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 29 DAY OF February, 2023,
BY CHAD WIRAGLIA, CEO OF RAVOS, INC. AS MANAGER OF RIVER ESTATES, LLC.

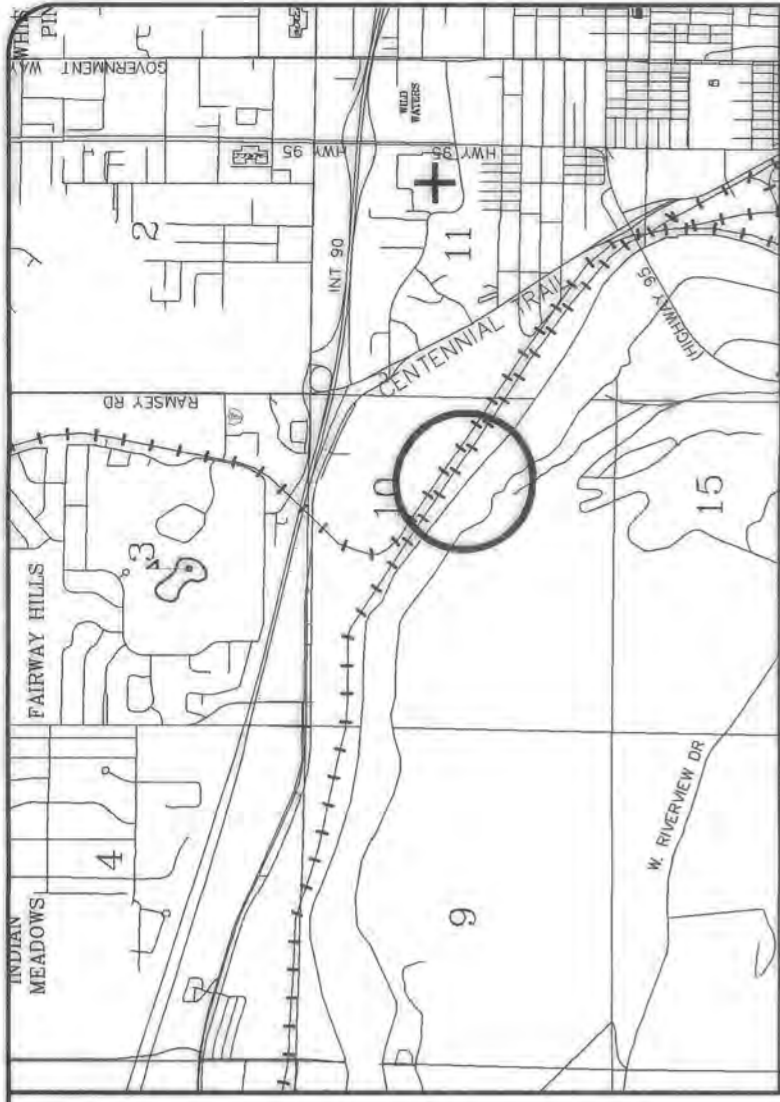
[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 29 DAY OF February, 2023,
BY CHAD WIRAGLIA, CEO OF RAVOS, INC. AS MANAGER OF RIVER ESTATES, LLC.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027

[Signature]
NOTARY PUBLIC CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 29 DAY OF February, 2023,
BY CHAD WIRAGLIA, CEO OF RAVOS, INC. AS MANAGER OF RIVER ESTATES, LLC.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027



VICINITY MAP
NO SCALE

COUNTY RECORDER

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

THIS _____ DAY OF _____, 2023, AT _____ O'CLOCK _____ M.
AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN
BOOK _____ OF PLATS AT PAGES _____
KOOTENAI COUNTY RECORDER

BY: DEPUTY _____ FEE: _____

COUNTY TREASURER'S CERTIFICATE

HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2022

DATED THIS 17th DAY OF June, 2023.
[Signature]
KOOTENAI COUNTY TREASURER, Deputy Treasurer

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 2023.
[Signature]
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, PLS 8862, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF JUNE 2020 TO PRESENT. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL EXTERIOR MONUMENTS HAVE BEEN SET AND ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE CALENDAR YEAR AS DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



ATS INC.
ADVANCED TECHNOLOGY SURVEYING & ENGINEERING
P.O. BOX 3487, HAYDEN, IDAHO, 83835
• PH. (208)-772-2745 • FAX (208)-762-7731 •
SCALE: N/A
CHECKED BY: MBM
DATE: 02-14-2023
DRAWN BY: MBM
DATE: 05-25-2022
DWG: PF PLAT
PROJ: 20-099

MAHOGANAY LANE

A PLANNED UNIT DEVELOPMENT
BEING A REPLAT OF BLOCK 39, VACATED RIGHT-OF-WAY AND A PORTION OF VACATED PARK, RIVERSIDE PARK ADDITION
AND A PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION,
SITUATE IN THE NE 1/4 AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2

REFERENCES

- R1) RIVERSIDE PARK ADDITION BY W.H. CUMMINGS, PLS, RECORDED JUNE 1907 IN BOOK 'B' OF PLATS AT PAGE 138.
- R2) SURVEY BY GARY A. FRAME, PLS 1817, RECORDED FEBRUARY 1983 IN BOOK 03 OF SURVEYS AT PAGE 323.
- R3) SURVEY BY DOUGLAS W. BLACK, PLS 5573, RECORDED JUNE 1993 IN BOOK 13 OF SURVEYS AT PAGE 068.
- R4) BELLEVUE BY RONALD M. HOFGE, PLS 8575, RECORDED APRIL 2006 IN BOOK 'J' OF PLATS AT PAGE 311.
- R5) SURVEY BY JON A. GORDON, PLS 13911, RECORDED JULY 2016 IN BOOK 29 OF SURVEYS AT PAGE 176.
- R6) ATLAS WATERFRONT BY MICHAEL L. HATHAWAY, PLS 12318, RECORDED DECEMBER 2018 IN BOOK 'L' OF PLATS AT PAGE 291.
- R7) ATLAS WATERFRONT FIRST ADDITION BY MICHAEL L. HATHAWAY, PLS 12318, RECORDED OCTOBER 2020 IN BOOK 'L' OF PLATS AT PAGE 519.
- R8) ATLAS WATERFRONT SECOND ADDITION BY MICHAEL L. HATHAWAY, PLS 12318, RECORDED APRIL 2022 IN BOOK 'L' OF PLATS AT PAGE 708.

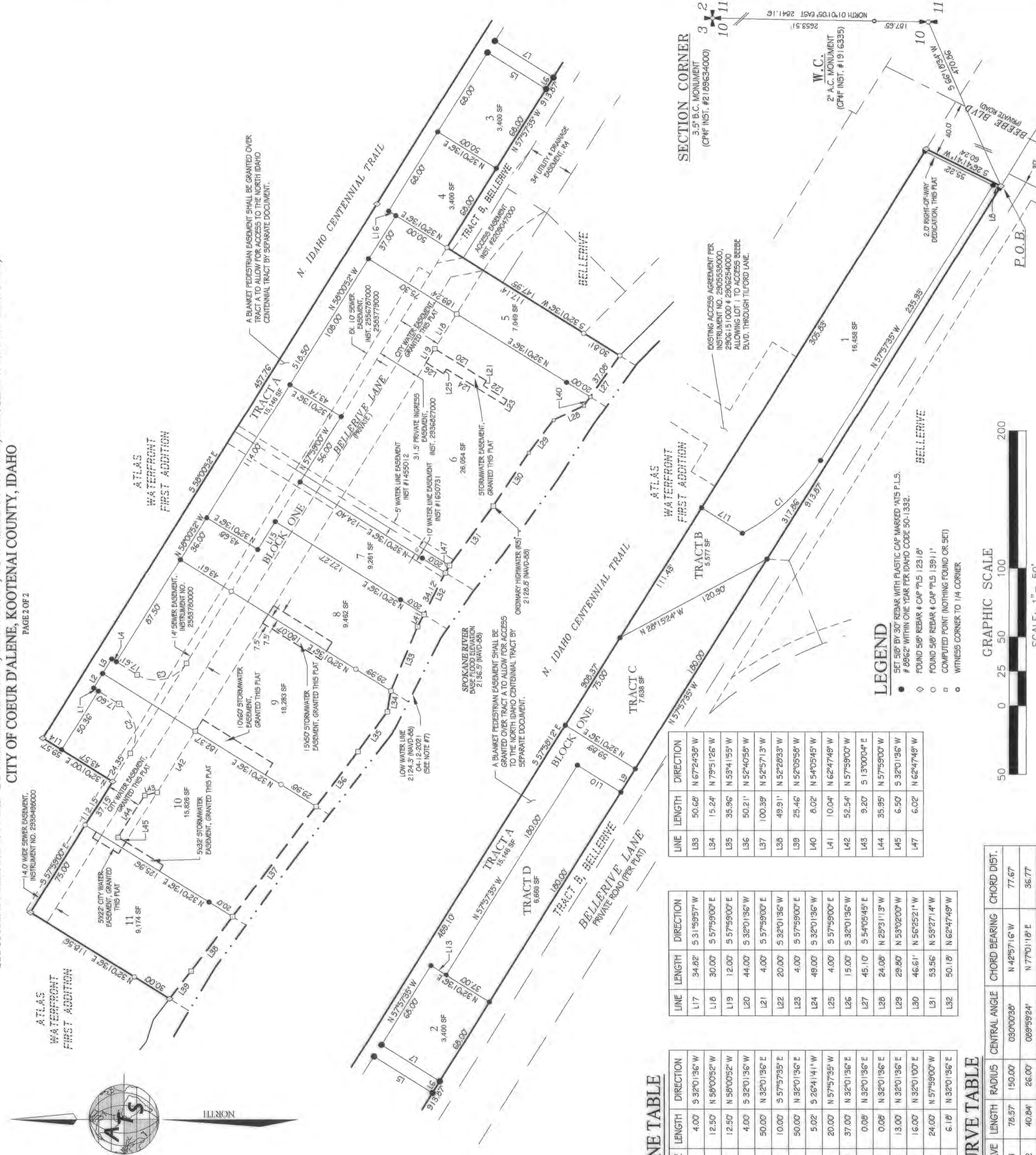
ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, BETWEEN FOUND MONUMENTS, TAKEN TO BEAR NORTH 01°0'1056" EAST AND IS IDENTICAL TO THAT OF TILFORD PLACE, BOOK 'L' OF PLATS AT PAGE 238.

SURVEYOR'S NARRATIVE/NOTES

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY FIRST AMERICAN TITLE INSURANCE CO. ORDER # 1039412-C, # 1039409-C, # 1039407-C, # 1039406-C, # 1039402-C, # 1039395-C & # 1042302-C. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO A.T.S., INC.
2. ANY GRANTING OF PERPETUAL EASEMENTS DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. THIS SURVEY WAS PERFORMED BY ACCEPTED GPS DATA COLLECTION PRACTICES USING A TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R12I RTK ROVER UNIT.
4. THIS SURVEY WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION.
5. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCELS ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE FOR P.U.D. SUBDIVISIONS.
6. PLAT BOUNDARY WAS ESTABLISHED BY HOLDING FOUND MONUMENTS FOR BLOCK 39 PER (R5) TOGETHER WITH A DEED DESCRIPTION FOR THAT PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION.
7. THE ORIGINAL BLOCK 39 OF RIVERSIDE PARK ADDITION IS IN AN AREA THAT WAS ORIGINALLY DEEDED TO LOW WATER MARK OF THE SPOKANE RIVER. AREA CALCULATIONS FOR THE LOTS WITHIN THIS PLAT ARE TO THE ORDINARY HIGH WATER MARK OF SAID SPOKANE RIVER.
8. LOTS 1-10, TRACTS A, B, & D SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MAHOGANAY LANE, RECORDED AS INSTRUMENT NUMBER _____, KOOTENAI COUNTY RECORDS.
9. LOTS 5 THROUGH 11 OF THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERSIDE PARK ADDITION, PER INSTRUMENT NUMBER 2583782000 AND THE FIRST AMENDMENT THERETO, PER INSTRUMENT NUMBER 2756591000 KOOTENAI COUNTY RECORDS.
10. TRACT A SHALL BE DEEDED TO THE MAHOGANAY LANE HOA, INC. AS COMMUNITY OPEN SPACE. TRACT B SHALL BE DEEDED FOR THE PURPOSE OF THE NORTH IDAHO CENTENNIAL TRAIL. TRACT C SHALL BE DEEDED TO THE BELLEVUE HOMEOWNERS ASSOCIATION TO BE HELD AS OPEN SPACE. TRACT D SHALL BE USED AS FUTURE PRIVATE USE.



SECTION CORNER

3.57 B.C. MONUMENT
(CPF# INST. #2189634000)



LEGEND

- SET 5/8" BY 3/8" REBAR WITH PLASTIC CAP MARKED A.T.S. P.L.S.
- FOUND 5/8" REBAR & CAP PLS 13911*
- FOUND 5/8" REBAR & CAP PLS 12318*
- COMPUTED POINT (NOTHING FOUND OR SET)
- WITNESS CORNER TO 1/4 CORNER

GRAPHIC SCALE



SCALE: 1" = 50'

LINE TABLE

LINE	LENGTH	DIRECTION
L1	4.00	S 32°01'36" W
L2	12.50	N 58°00'52" W
L3	12.50	N 58°00'52" W
L4	4.00	S 32°01'36" W
L5	50.00	N 32°01'36" E
L6	10.00	S 75°57'35" E
L7	50.00	N 32°01'36" E
L8	5.02	S 26°41'41" W
L9	20.00	N 57°57'35" W
L10	37.00	N 32°01'36" E
L11	0.08	N 32°01'36" E
L12	0.08	N 32°01'36" E
L13	13.00	N 32°01'36" E
L14	16.00	N 32°01'00" E
L15	24.00	N 57°59'00" W
L16	6.18	N 32°01'36" E

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C1	76.57	150.00	030°00'38"	N 48°27'16" W	77.67
C2	40.84	26.00	089°59'24"	N 77°01'18" E	36.77
C3	40.85	26.00	090°00'36"	N 12°58'42" W	36.77

ATS INC.
ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

P.O. BOX 3457, HAYDEN IDAHO, 83835
PH: (208)-772-2745 • FAX: (208)-762-7731

SCALE: 1"=50'
CHECKED BY: MM
DATE: 06-06-2023
DRAWN BY: MMB
DATE: 04-20-2022
DWG: PP-PLAT
PROJ: 20-099

RESOLUTION NO. 23-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, A SUBDIVISION IMPROVEMENT AGREEMENT, AN AGREEMENT TO PERFORM LANDSCAPE WORK, AND SECURITY FOR THE MAHOGANY LANE PLANNED UNIT DEVELOPMENT (S-5-21).

WHEREAS, the City Engineer for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene accept the Final Plat for the Mahogany Lane Planned Unit Development (S-5-21), and enter into agreements to complete subdivision improvements and landscape work, and accept security to complete the work, pursuant to terms and conditions set forth in agreements, a copy of which are attached hereto as Exhibits "A" and "B" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept the Final Plat for the Mahogany Lane Planned Unit Development (S-5-21), and enter into agreements to complete subdivision improvements and landscape work, and accept security to complete the work, in substantially the form attached hereto as Exhibit "A" and "B" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

AGREEMENT TO PERFORM SUBDIVISION WORK
Mahogany Lane

THIS AGREEMENT made this 20th day of June, 2023 between Bear Waterfront, LLC, whose address is 2936 W. Dakota Avenue, Hayden, ID, 83835, with Robert A. Bloem, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Mahogany Lane, an eleven (11) lot, residential development in Coeur d'Alene, situated in the Northeast Quarter and Government Lot 4, Section 10, Township 50 North, Range 4 West of the Boise Meridian, City of Coeur d'Alene, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Storm water drainage, sewer and water facilities, signs, concrete curb and sidewalk, and roadway improvements, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31st day of October, 2024. Said improvements are more particularly described on the submitted estimate of probable construction costs dated September 19, 2022 attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Mahogany Lane PUD Residential Construction Plans", dated July 14, 2022, stamped and signed by Eric K. Olson, PE, #12250 of Olson Engineering, whose address is P.O. Box 1894, Post Falls, ID 83877, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Two Hundred Thirty-one Thousand Six Hundred Seventy-five and 00/100 Dollars (\$231,675.00) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.


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

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

City of Coeur d'Alene

James Hammond, Mayor

Developer

DocuSigned by:


48EADAB35EE248B
Robert A. Bloem, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Bond Estimate
Mahogany Lane PUD


Date: 9/19/2022

Item	Description	Quantity	Unit	Unit Price	Total Price
	Residential Construction Civil Plan Set				
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Erosion and Sediment Control	1	LS	\$ 5,000.00	\$ 5,000.00
3	Road Subgrade Prep	1400	SY	\$ 6.00	\$ 8,400.00
4	2" Asphalt on 6" Base	1400	SY	\$ 18.00	\$ 25,200.00
5	Rolled Curb & Gutter	1160	LF	\$ 20.00	\$ 23,200.00
6	Drainage Curb Cut	4	EA	\$ 250.00	\$ 1,000.00
7	Grass Swale	720	SF	\$ 15.00	\$ 10,800.00
8	Type A Drywell	2	EA	\$ 4,000.00	\$ 8,000.00
9	Utility Grade Adjustments	2	EA	\$ 500.00	\$ 1,000.00
10	Street Signs	2	EA	\$ 450.00	\$ 900.00
11	Plug & Abandon Existing Water Service	3	EA	\$ 500.00	\$ 1,500.00
12	Plug & Abandon Existing Sewer Service	3	EA	\$ 500.00	\$ 1,500.00
13	Standard Sewer Service	3	EA	\$ 1,500.00	\$ 4,500.00
14	Double Sewer Service	5	EA	\$ 2,500.00	\$ 12,500.00
15	Trench Cut Street Repair	225	SY	\$ 30.00	\$ 6,750.00
16	Street Light, Tree & Sidewalk Adjustments Lots 2 & 3	1	LS	\$ 10,000.00	\$ 10,000.00
17	1" Water Service	9	EA	\$ 1,800.00	\$ 16,200.00
18	2" Water Service	1	EA	\$ 3,000.00	\$ 3,000.00

Total Cost Estimate **\$ 154,450.00**
150% of Total **\$ 231,675.00**


AGREEMENT TO PERFORM LANDSCAPE WORK

Mahogany Lane

THIS AGREEMENT made this 20th day of June, 2023 between Bear Waterfront, LLC, whose address is 2936 W. Dakota Avenue, Hayden, ID, 83835, with Robert A. Bloem, Manager, hereinafter referred to as the "Developer," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of "Mahogany Lane", an eleven (11) lot, four (4) tract residential development in Coeur d'Alene, situated in the Northeast Quarter and Government Lot 4, Section 10, Township 50 North, Range 4 West of the Boise Meridian, City of Coeur d'Alene, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 31st day of October, 2024. The Trail Realignment (Open Space Tract 'B' incl. Amenities) shall be complete on or before the 31st day of May, 2024. Said improvements are more particularly described on the submitted estimate dated September 19, 2022 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of One Million Two Hundred Eighty-Five Thousand Nine Hundred Three and 20/100 Dollars (\$1,285,903.20) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

City of Coeur d'Alene

James Hammond, Mayor

Developer


Robert A. Bloem, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Bond Estimate Mahogany Lane PUD



Date: 9/19/2022

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>PUD Items (Actual Costs from Stancraft Construction)</u>					
1	Trail Realignment (Open Space Tract 'B' incl. Amenities)	1	LS	\$204,525.00	\$ 204,525.00
2	Installation of a Pair of RRFB's & Trail Approach	1	LS	\$ 19,000.00	\$ 19,000.00
3	Open Space Tract 'A' (Incl. Walkway/Stairway between Centennial Trail & Bellerive Ln w/ Amenities)	1	LS	\$146,132.00	\$ 146,132.00
4	Parking Spaces along Tilford Ln	1	LS	\$ 63,600.00	\$ 63,600.00
5	Parking Lot along Bellerive Ln (Tract 'D')	1	LS	\$ 49,640.00	\$ 49,640.00
6	Roundhouse Plaza & Greenbelt Area (Incl. Trees along Tilford Ln)	1	LS	\$341,108.00	\$ 341,108.00
7	Street Trees	65	EA	\$ 500.00	\$ 32,500.00
8	Bellerive HOA Open Space Area (Tract 'C'-Native Hydroseeding)	7638	SF	\$ 0.10	\$ 763.80

Total Cost Estimate **\$ 857,268.80**

150% of Total **\$ 1,285,903.20**



DocuSigned by:
Robb Bloom 6/13/2023
48E2DAB25EE248B...

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 12, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

**SUBJECT: EASEMENT AGREEMENT, STORMWATER OUTFALL REDUCTION
PROJECT**

=====

DECISION POINT:

Should Council approve an Easement Agreement with JSBC Development Company, Inc., for the placement of an underground stormwater pipe?

HISTORY:

We are currently constructing the Stormwater Outfall Volume Reduction project, located in the Sanders Beach/Tubbs Hill area. This project provides an opportunity to eliminate or reduce the amount of stormwater discharging into our surface waters. The requested easement will allow for the installation of an overflow pipe which would allow excess stormwater flows from extremely large rainfall events to discharge to the existing outfall.

FINANCIAL ANALYSIS:

JSBC is not requesting a fee for the easement.

PERFORMANCE ANALYSIS:

Approval of this agreement will enable the newly installed stormwater system to function as designed. Completion of this project reduces stormwater discharge to Lake Coeur d'Alene, as recommended by our Municipal Separate Storm Sewer System (MS4) permit.

DECISION POINT/RECOMMENDATION:

City Council should approve the Easement Agreement with JSBC Development Company, Inc.

RESOLUTION NO. 23-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN EASEMENT AGREEMENT WITH JSBC DEVELOPMENT COMPANY, INC., FOR AN UNDERGROUND STORMWATER PIPE TO REDUCE THE VOLUME OF STORMWATER THAT DISCHARGES INTO LAKE COEUR D'ALENE.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve an Easement Agreement with JSBC Development Company, Inc., for an underground stormwater pipe across JSBC's property for the purpose of reducing the volume of stormwater that discharges into Lake Coeur d'Alene, pursuant to terms and conditions set forth in the attached Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve said Easement Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve an Easement Agreement with JSBC Development Company, Inc., for an underground stormwater pipe across JSBC's property for the purpose of reducing the volume of stormwater that discharges into Lake Coeur d'Alene in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Easement Agreement to the extent the substantive provisions of the document remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to sign the Easement Agreement on behalf of the City.

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 20th day of June, 2023, by and between the City of Coeur d'Alene, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho, hereinafter referred to as the "CITY," and JSBC Development Company, Inc., 1080 E. Lakeshore Drive, Coeur d'Alene, Idaho 83814, an Idaho corporation, hereinafter referred to as "JSBC."

WHEREAS, JSBC possesses certain property along E. Lakeshore Drive adjacent and through to the City of Coeur d'Alene parking area in the City of Coeur d'Alene, Kootenai County, Idaho, with a legal description of TAX#18659 EX TX#18803 [IN SW-NE] 2450N04W, hereinafter referred to as the "Property;" and

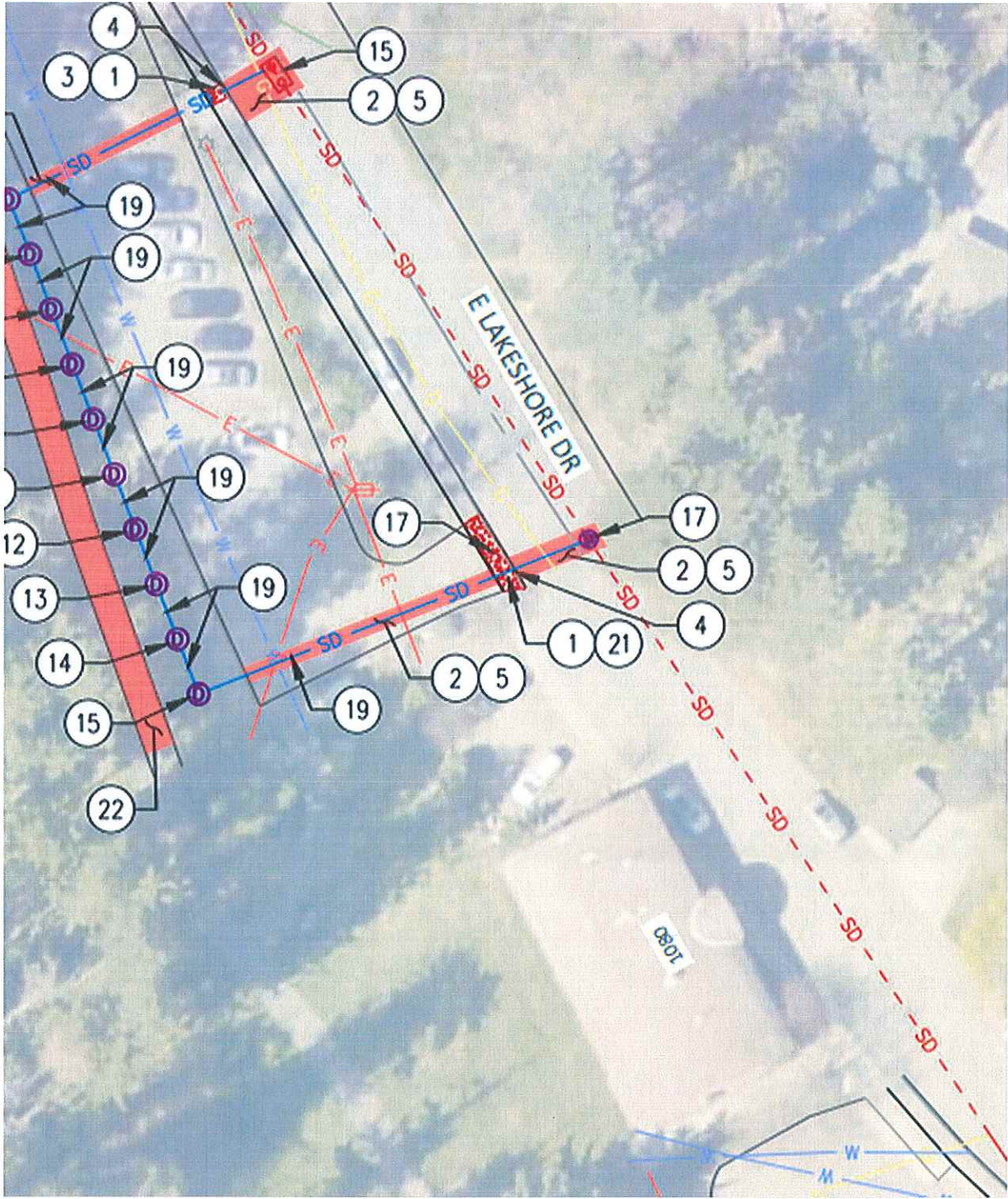
WHEREAS, the City of Coeur d'Alene Drainage Utility desires to reduce the volume of stormwater that discharges to Lake Coeur d'Alene through outfalls at Sanders Beach and 11th Street Marina; and

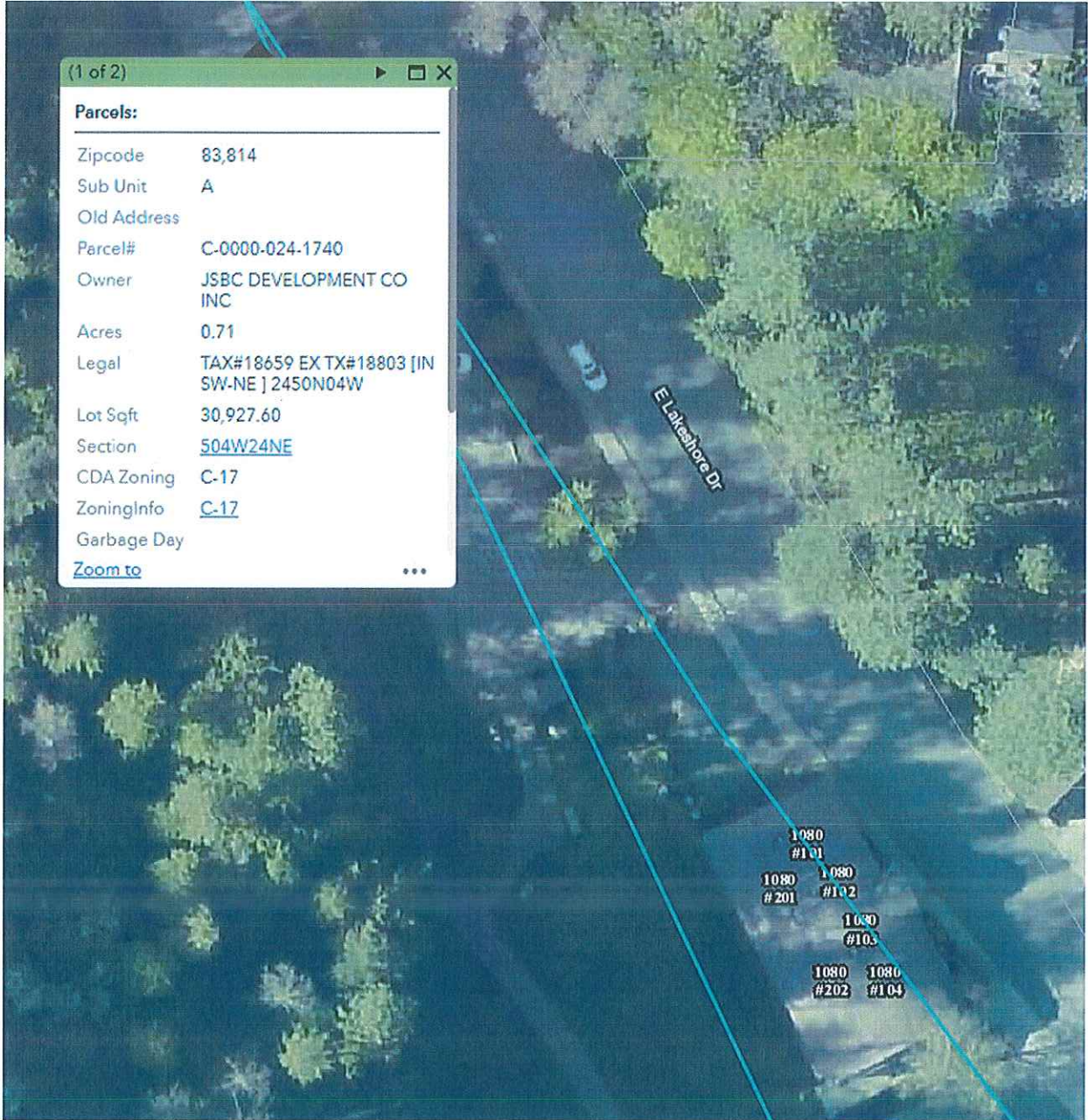
WHEREAS, the parties desire to enter into an agreement for the placement of underground stormwater pipe across the JSBC Property which is required for the stormwater outfall volume reduction project; and

WHEREAS, it is the parties' intent that the agreement should accommodate the possibility that JSBC may want to improve the Property in the future.

THEREFORE, for good and sufficient consideration in the form of mutual promises, covenants, and conditions, the parties agree as follows:

1. JSBC hereby grants to the CITY a perpetual easement on and through a portion of its property to accommodate an underground stormwater pipe, as shown on the Location Map attached hereto as Exhibit "A," to be held for as long as the City utilizes the easement for public purposes. The easement shall be for the installation, operation, and maintenance of the stormwater pipe.
2. The easement shall run with the land and bind the parties' successors and heirs, and shall not be revoked except by mutual agreement in the event that JSBC desires to improve the Property. In the event that JSBC desires to improve the Property, the parties agree that they will work together in good faith to develop a solution for the required drainage infrastructure.
3. The CITY shall construct and maintain the stormwater pipe within the easement in accordance with sound engineering principles and City standards, and at its sole cost and expense.
4. JSBC further agrees to keep the easement clear of all buildings, structures, and other obstructions, not to include the storage of removable items.





**CITY COUNCIL
STAFF REPORT**

DATE: June 20,2023
FROM: Todd Feusier – Streets & Engineering Director
SUBJECT: Approval of the Phase Two Amendment for the Professional Services Contract with Design West for the Streets & Engineering Building Remodel

DECISION POINT: Should Council approve an amendment to a professional services contract with Design West Architects for Phase Two of the Streets & Engineering Building Remodel Project?

HISTORY: On January 3, 2023, Council approved a Professional Services Contract with Design West, in an amount not to exceed \$49,000.00. That Contract was to develop construction drawings and specifications for the full improvements to the Streets & Engineering Department Maintenance Building on Ramsey Road, which had been constructed in 1990. The Project includes offices, meeting rooms, restrooms, and similar related support spaces for the Streets & Engineering Department’s relocation to the renovated areas of the Maintenance Building. The improvements were for the purpose of bringing the building into compliance with current life-safety code requirements for the planned occupancy. The Design West services included architectural, structural, mechanical, and electrical engineering services. Design West provided a vicinity plan, a site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details under the original contract.

FINANCIAL ANALYSIS: The project was approved by council in the financial plan for FY 22/23 for \$1,000,000.00

PERFORMANCE ANALYSIS: Approval of this amendment will allow the City to proceed with Phase Two of the remodel project. In Phase Two, Design West will:

- Administer the process for building permit applications.
 - Assist with the project bidding process to attain a qualified contractor.
 - Visit the site up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications.
 - As a sub-consultant, we will include the services of Kartchner Engineering and KWR Electrical Engineers to provide plumbing, HVAC, and electrical drawings for the project.
- | | |
|---|--------------------|
| Permitting & Bidding | \$ 5,100.00 |
| <u>Construction Administration</u> | <u>\$39,600.00</u> |
| Total compensation for services not-to-exceed | \$44,700.00 |

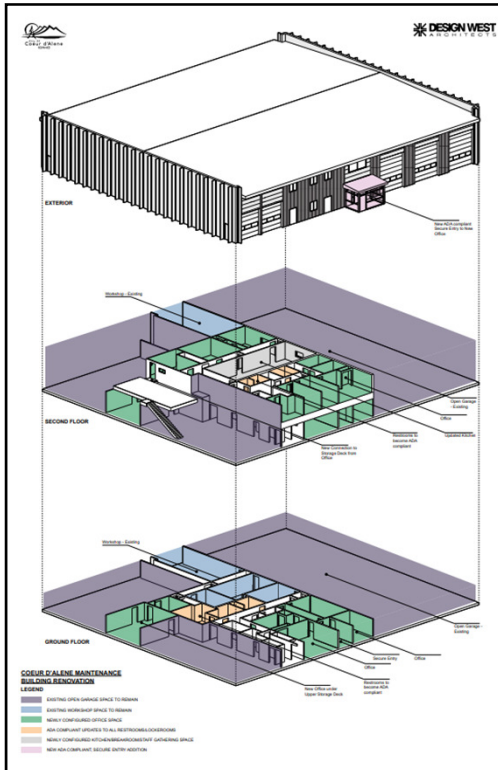
DECISION POINT/RECOMMENDATION: Council should approve Phase Two of the Professional Services Agreement with Design West for the Streets & Engineering Department Remodel Project, in an amount not to exceed \$44,700.00.



Streets & Engineering Building Renovation

**Todd Feusier, Streets & Engineering
Director**

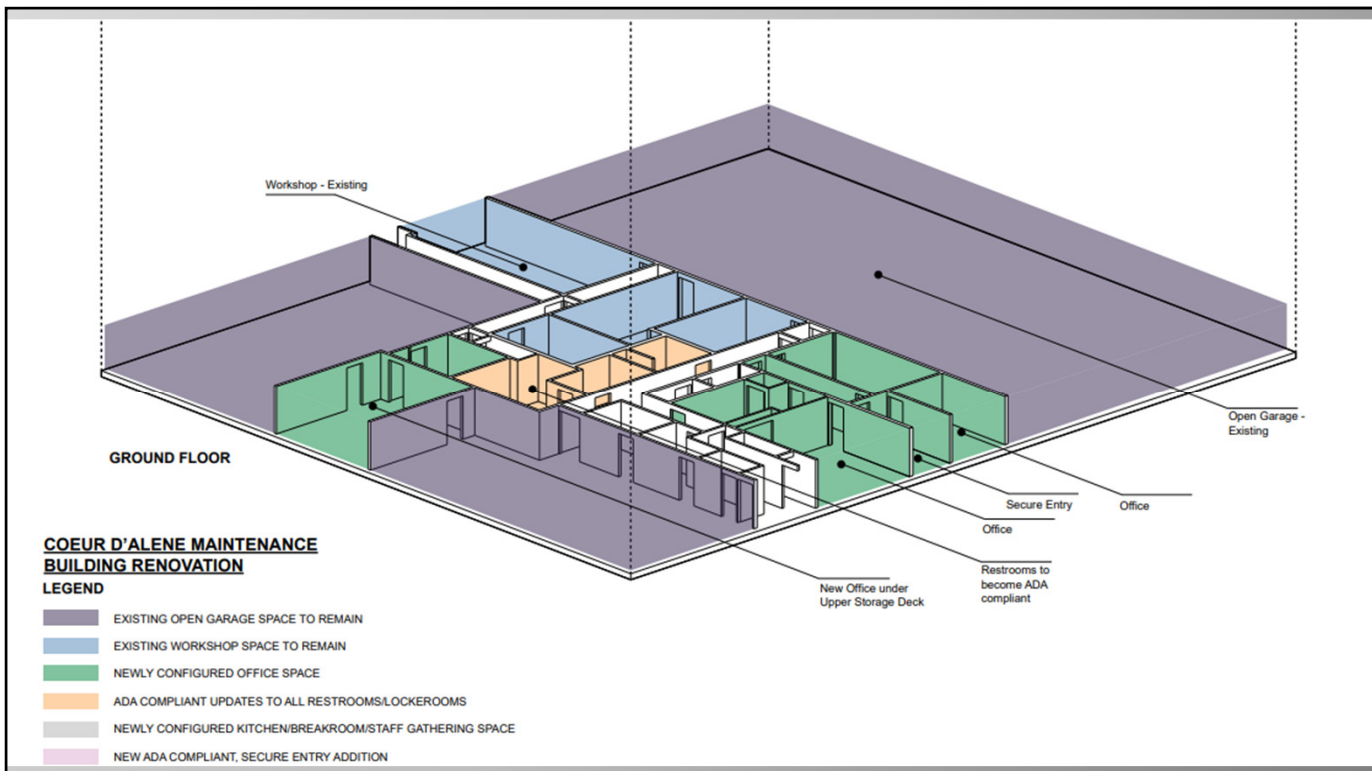
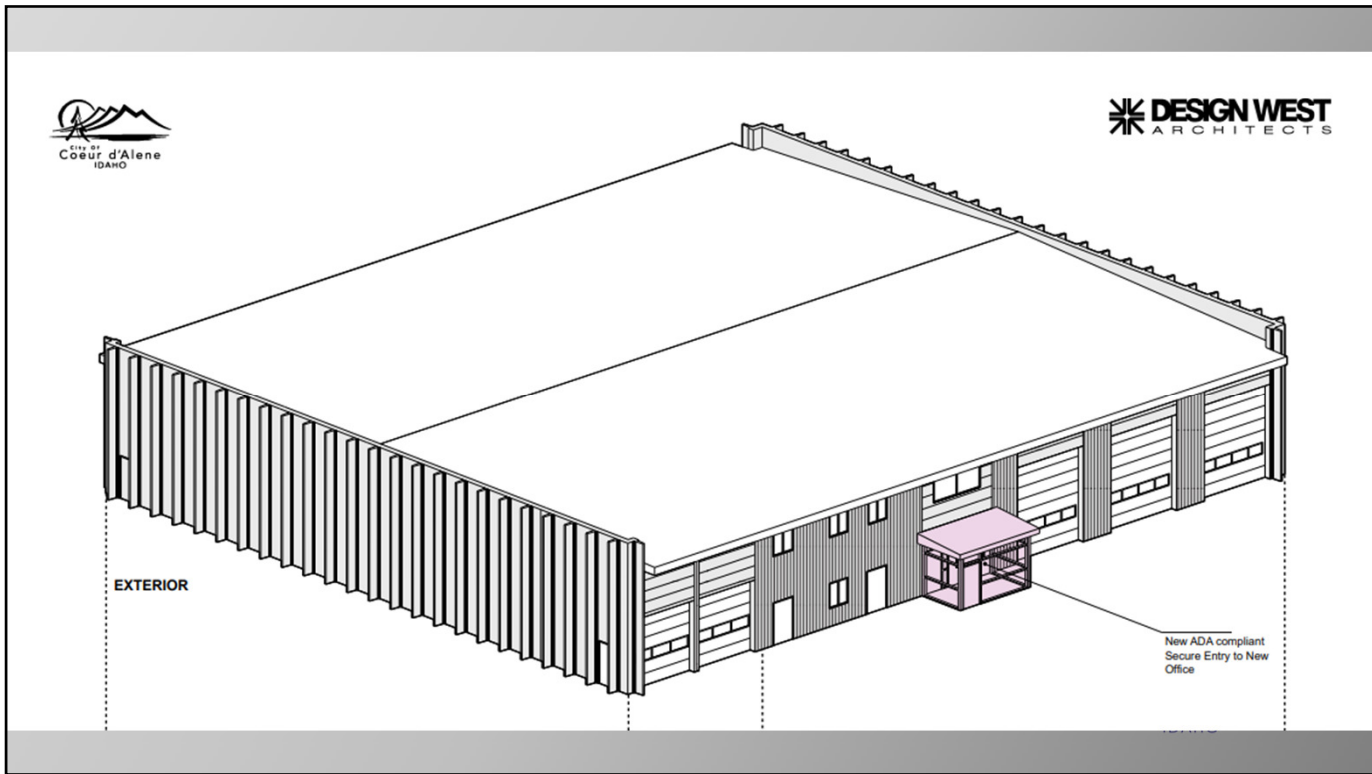


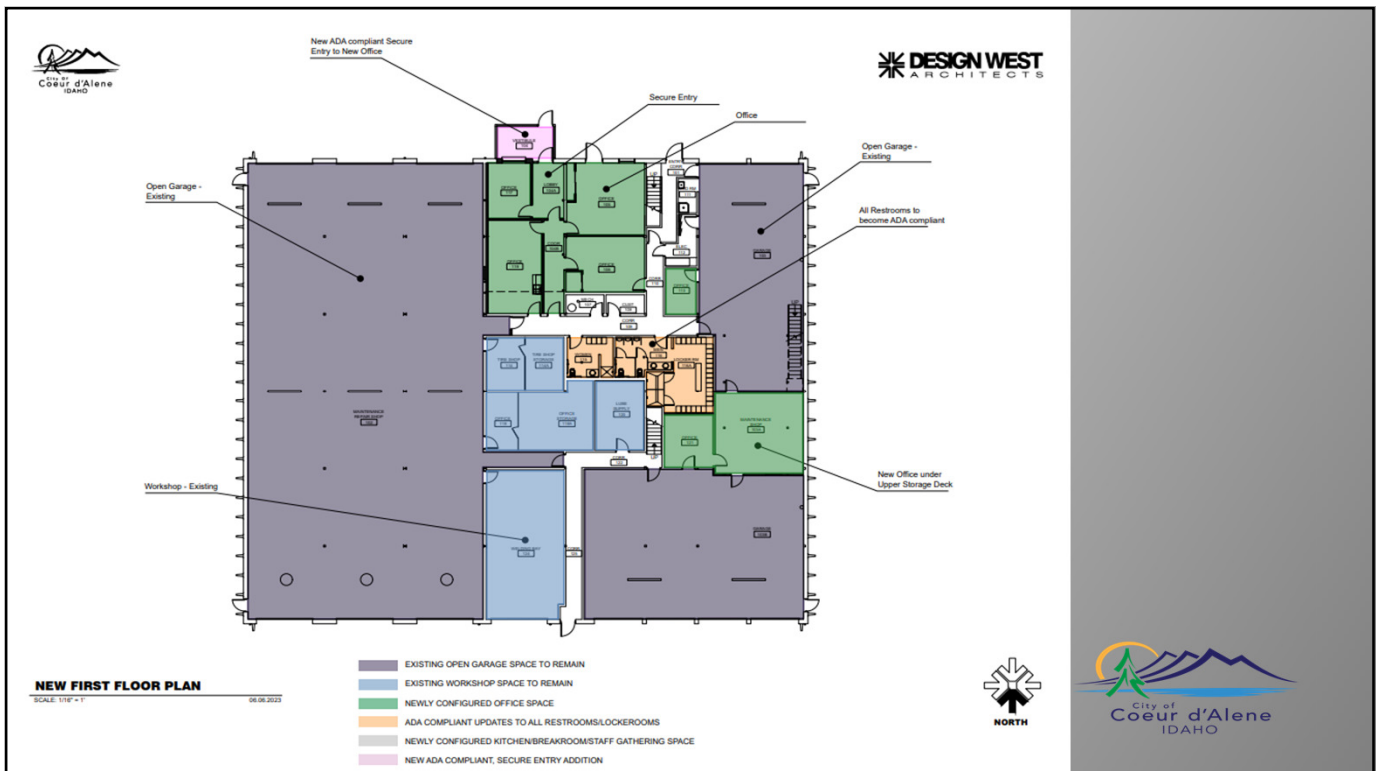
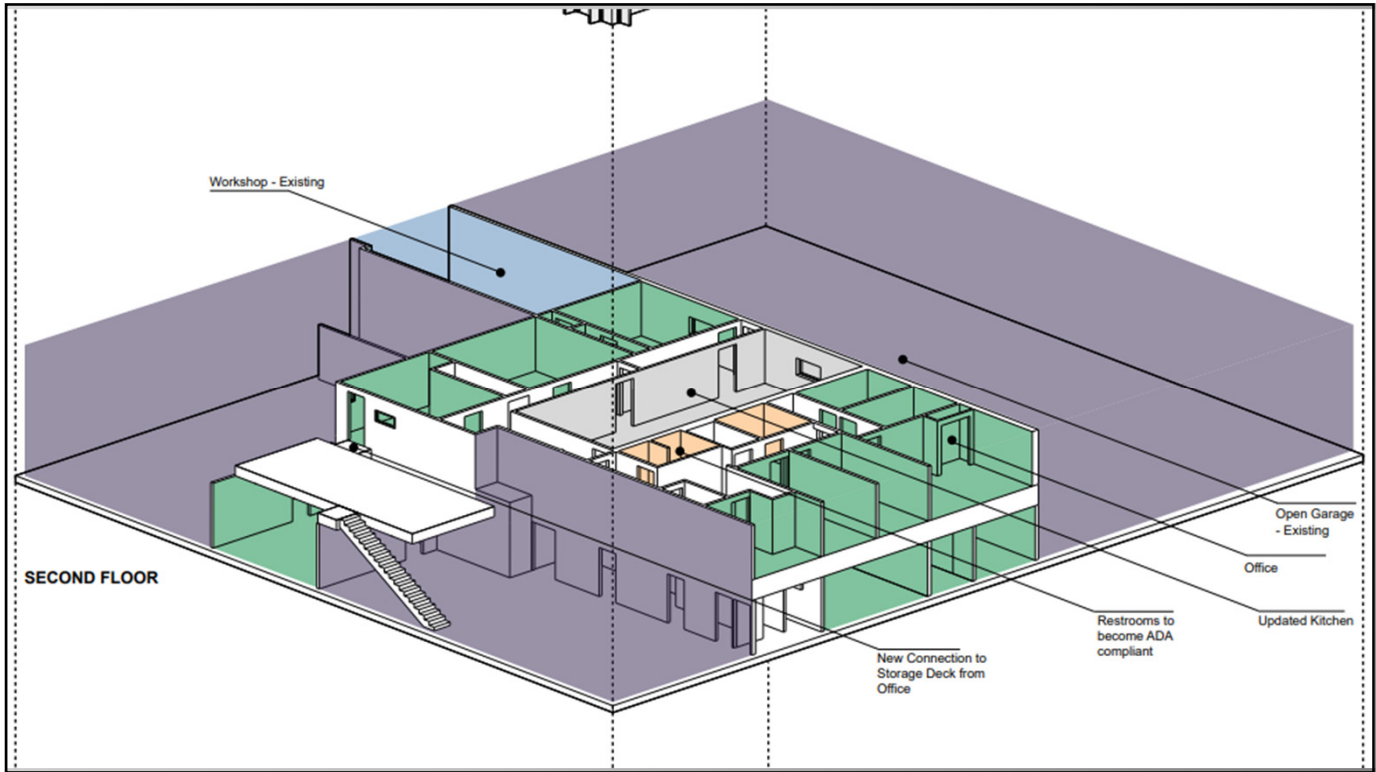


Streets & Engineering Remodel

- ADA Compliance
- Upgrades to HVAC ,Plumbing and Electrical
- Combining Staff
- Conference Area
- Training Area









Requesting Council Approval

Phase Two of the Professional Services Agreement with Design West for the Streets & Engineering Department Remodel Project



RESOLUTION NO. 23-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WEST ARCHITECTS FOR PHASE TWO, PERMITTING, BIDDING AND ADMINISTRATION, OF THE STREETS & ENGINEERING BUILDING REMODEL PROJECT.

WHEREAS, pursuant to Resolution No. 23-004 adopted the 3rd day of January, 2023, the City of Coeur d'Alene entered into a Professional Services Agreement with Design West Architects for architectural services related to the Streets & Engineering Building Remodel Project; and

WHEREAS, Streets and Engineering Director requests an amendment to the agreement as set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for bidding, permitting, and administration of the Project, in the amount of \$44,700.00 plus reimbursable expenses; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves the Amendment to the Professional Services Agreement with Design West Architects pursuant to the agreement attached hereto as Exhibit "A" and by this reference incorporated herein, in the amount of \$44,700.00 plus reimbursable expenses.

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

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Coeur d' Alene - Street &
Engineering Maintenance Building
Renovation
Coeur d' Alene, Idaho

AGREEMENT INFORMATION:
Date: January 3, 2023

AMENDMENT INFORMATION:
Amendment Number: 001

Date: June 6, 2023

OWNER: *(name and address)*
City of Coeur d' Alene
710 E. Mullan Avenue
Coeur d' Alene, ID 83814

ARCHITECT: *(name and address)*
Design West Architects
905 W. Riverside Avenue, Suite 605
Spokane, WA 99201

The Owner and Architect amend the Agreement as follows:

Provide Phase Two services of Permitting, Bidding and Construction Administration as described in the attached Fee Proposal Letter dated December 9, 2022, 2 pages.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Permitting & Bidding	\$ 5,100 Lump Sum, plus reimbursable expenses
Construction Administration	\$39,600 Lump Sum, plus reimbursable expenses
Total Compensation for Services Not-to-Exceed	\$44,700 Lump Sum, plus reimbursable expenses

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

Schedule Adjustment:

SIGNATURES:

Design West Architects
ARCHITECT *(Firm name)*

SIGNATURE
Amy Browne-Minden
Principal
PRINTED NAME AND TITLE

June 6, 2023
DATE

City of Coeur d' Alene
OWNER *(Firm name)*

SIGNATURE
PRINTED NAME AND TITLE

DATE



DESIGN
WEST

December 9, 2022

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

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

Dear Todd,

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

Services:

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

- Administer the process for building permit applications.
- Assist with the project bidding process to attain a qualified contractor.
- Visit the site up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications.
- As a sub-consultant, we will include the services of Kartchner Engineering and KWR Electrical Engineers to provide plumbing, HVAC, and electrical drawings for the project.

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

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

Permitting: The architect will assist the City of Coeur d' Alene in having the project reviewed by the authorities having jurisdiction, and responding to questions from contractors. The permit reviews that are included in the design team's scope are limited to City of Coeur d' Alene's Building Permit Review.

Bidding: The architect will assist the City of Coeur d' Alene with the public bidding process to attain a qualified contractor for the project.

Construction Administration: The architect will provide review of submittals and response to contractor's requests for information (RFIs). The architect will assist with the project close out requirements and record keeping during construction.

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

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



Compensation:

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

<i>Permitting & Bidding</i>	<i>\$5,100</i>
<i>Construction Administration</i>	<i>\$39,600</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$44,700</i>

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

Hourly Fee Rate Schedule:

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

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

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal

**CITY COUNCIL
STAFF REPORT**

DATE: JUNE 20, 2023
FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR
SUBJECT: AWARD OF CONTRACT FOR THE 2023 OVERLAY PROJECT

DECISION POINT: Should City Council award the 2023 Overlay Project Contract to Poe Asphalt Paving, Inc.?

HISTORY: The asphalt surfaces on Ramsey Road and Northwest Boulevard have deteriorated over the years and are in need of maintenance. The Streets & Engineering Department created a project to mill the existing surface and replace it with a new asphalt surface, prolonging the life of the corridor that receives over 30,000 trips/day. The project included a base bid for the area of Northwest Boulevard around the I-90 interchange and an add alternate bid for Ramsey Road between Hanley Ave and Kathleen Ave. It was advertised for two weeks and three bids were received and opened on June 13th. The bid results are as follows:

Bidder	Base Bid	Add Alternate	Total
Interstate	\$790,000.00	\$655,537.50	\$1,445,537.50
Poe	\$753,730.00	\$657,117.50	\$1,410,847.50
CDA Paving	\$768,010.00	\$744,905.00	\$1,512,915.00

FINANCIAL ANALYSIS: The total low bid of \$1,410,847.50 will be funded with the current overlay/chipseal budget and \$300,000 from State Highway User Fees. Additionally, the City is working with the Idaho Transportation Department on a cost-share agreement since the area around the I-90 interchange is within their jurisdiction.

PERFORMANCE ANALYSIS: The award of contract allows Poe Asphalt Paving to resurface the deteriorating roadway and provide additional life and improved ride quality.

RECOMMENDATION: Council should award a contract in the amount of \$1,410,847.50 to Poe Asphalt Paving, Inc., for the 2023 Overlay Project.



2023 Overlay Project

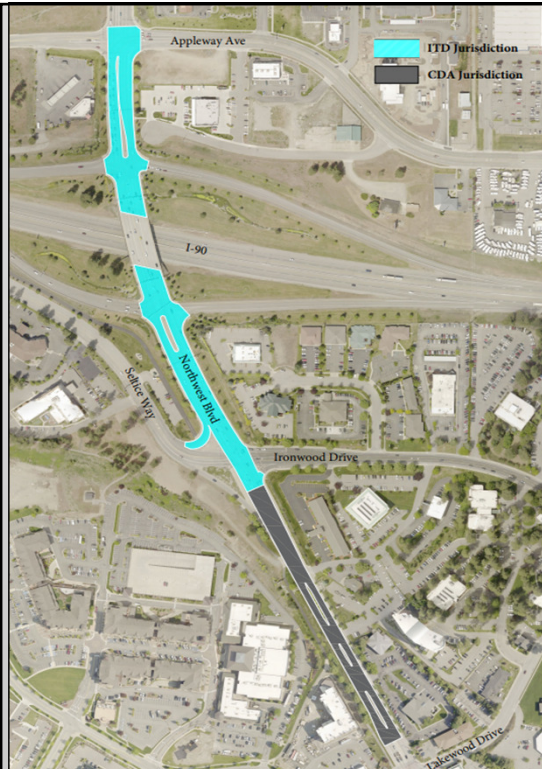


Todd Feusier
Streets & Engineering Director





Ramsey Road, Hanley Avenue to Kathleen Avenue



**Northwest Boulevard
Appleway Avenue
to Lakewood Drive**

Shared Jurisdiction
With Idaho Transportation
Department



Bidder	Base Bid	Add Alternate	Total
Interstate	\$790,000.00	\$655,537.50	\$1,445,537.50
Poe	\$753,730.00	\$657,117.50	\$1,410,847.50
CDA Paving	\$768,010.00	\$744,905.00	\$1,512,915.00



Staff Recommends Awarding the Contract for the 2023 Overlay Project to Poe Asphalt Paving Inc.



Work Zone Safety

- ✓ Please be Patient
- ✓ Follow traffic control directions
- ✓ If a traffic signal is not operational, treat it as a stop sign
- ✓ Don't drive through fresh asphalt
- ✓ Reduce speeds in construction zones
- ✓ Increase following distance
- ✓ Motorcycles/bicycles and pedestrians use caution
- ✓ Expect several days before striping is completed

RESOLUTION NO. 23-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, POE ASPHALT PAVING, INC., FOR THE 2023 OVERLAY PROJECT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED TEN THOUSAND EIGHT HUNDRED FORTY-SEVEN AND 50/100 DOLLARS (\$1,410,847.50).

WHEREAS, the City heretofore duly advertised invitation for bids for the 2023 Overlay Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Tuesday the 13th day of June, 2023, at 2:00 p.m., and the lowest responsive bid received was that of Poe Asphalt Paving, Inc., in the amount of One Million Four Hundred Ten Thousand Eight Hundred Forty-Seven and 50/100 Dollars (\$1,410,847.50), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted and a contract be awarded.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Poe Asphalt Paving, Inc., in an amount not to exceed One Million Four Hundred Ten Thousand Eight Hundred Forty-Seven and 50/100 Dollars (\$1,410,847.50) for the 2023 Overlay Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Poe Asphalt Paving, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CONTRACT
For
CITY OF COEUR D'ALENE
2023 OVERLAY PROJECT

THIS CONTRACT is made and entered into this 20th day of June, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **POE ASPHALT PAVING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2023 Overlay Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Million Four Hundred Ten Thousand Eight Hundred Forty-Seven and .50/100's Dollars (\$1,410,847.50)**.

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

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

- To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- That if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, and even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this

contract may withhold from any payment due him/her/it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

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

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONTRACTOR** agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The **CONTRACTOR** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

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

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions

- O. Plans
- P. Addenda No. _____

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

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
Poe Asphalt Paving, Inc.

James Hammond, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**CITY COUNCIL
STAFF REPORT**

DATE: June 20, 2023
FROM: Kyle Marine, Water Department Assistant Director
SUBJECT: Termination for Convenience of Contract with LaRiviere, Inc.

DECISION POINT: Should the City Council approve the termination for convenience of the contract with LaRiviere, Inc., for the Water Department’s Transmission Line – Centennial Trail Section Project?

HISTORY: In the 2012 Water Comprehensive Plan Update, deficiencies were identified with regard to system capacity and supply in the General Zone which supplies water to the southern half of the City. The Plan Update set out a general construction schedule, based on projected peak demands, for the future supply of the General Zone. It was also determined that a new source, or sources, capable of pumping 4000 gallons per minute would be required to adequately supply the General Zone. The problem was locating a suitable site for a new well within the existing boundaries of the General Zone with property at a premium. An engineering consultant proposed, as an alternative, that since the City was already drilling a new well on the western edge of the City, we could divert water from an existing well, in this case the Atlas Well, to the General Zone via a new transmission main. The Water Department approved this proposal. In 2021, Council accepted the bid of, and awarded a contract to, LaRiviere, Inc., for the installation of a new 18-inch water transmission main.

Recently, due to circumstances outside of the City’s control, LaRiviere determined that it was unable to complete the project by July 15, the Water Department’s target date in order to meet summer demands. In response, the Department, in consultation with the engineer on the Project and the Legal Department, decided that the only viable alternative was to terminate the LaRiviere contract “for convenience,” to put the remaining portion of the Project out to bid, and to hire a new contractor to complete the Project by July 15. Termination for convenience is specifically provided for in the contract.

FINANCIAL ANALYSIS: Under the current contract, the City will pay LaRiviere for its work to date, together with certain costs and expenses to be determined.

PERFORMANCE ANALYSIS: The Centennial Trail Transmission Main will move water from the Atlas Well south to I-90 and then east along the trail to the Riverstone Drive area where it will help supply adequate water to the General Zone to meet the expected demand this summer beginning on July 15 and into the future.

DECISION POINT/RECOMMENDATION: Council should approve the termination for convenience of the contract with LaRiviere for the Water Transmission Line – Centennial Trail Section Project.

RESOLUTION NO. 23-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE TERMINATION FOR CONVENIENCE OF THE CONTRACT WITH LARIVIERE, INC., FOR THE TRANSMISSION LINE - CENTENNIAL TRAIL SECTION PROJECT.

WHEREAS, pursuant to Resolution No. 21-072 adopted the 16th day of November, 2021, as amended by Resolution No. 22-024 adopted the 7th day of June, 2022, the City of Coeur d'Alene entered into a contract with LaRiviere, Inc., for the Transmission Line - Centennial Trail Section Project (the "Project"); and

WHEREAS, LaRiviere, Inc., has advised the City that it cannot complete the Project within the time required by the City; and

WHEREAS, the City desires to terminate the contract for its convenience pursuant to section 15.03 of the Idaho Standards for Public Works Construction (Exhibit "A"), which is part of the contract with LaRiviere, Inc., in order to retain a contractor who can complete the Project within the time required by the City; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the contract be terminated.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby terminates the contract with LaRiviere, Inc., for the Transmission Line - Centennial Trail Section Project for its convenience pursuant to the terms of the contract.

DATED this 20th day of June, 2023.

James Hammond, 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 _____.

all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or

CITY COUNCIL STAFF REPORT

DATE: JUNE 20, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: SECOND AMENDMENT TO IRONMAN CONTRACT

DECISION POINT: Should Council approve the Second Amendment to the Host Venue Agreement between the World Triathlon Corporation (IRONMAN®), the North Idaho Sports Commission (NISC), and the City, adding 70.3 events for 2024, 2025, and 2026, setting the dates thereof, and adjusting the fee to be paid by NISC?

HISTORY: The relationship between IRONMAN® and the City began in 2003. The IRONMAN events have drawn participants and spectators to our community from all over the world. The participants and spectators have brought a great financial benefit to the businesses and citizens of the City. The most recent Agreement was entered into in 2019. That Agreement was for three years and involved a full triathlon (140.6 miles) in 2021, and a half triathlon (70.3 miles) in both 2022 and 2023. Coeur d'Alene is considered one of the most desirable locations for the IRONMAN events. As a result, the World Triathlon Corporation requested a full triathlon in 2023, in place of the half triathlon, and Council approved an amendment to the Host Agreement to that effect. The proposed Second Amendment to the Host Venue Agreement is supported by the Downtown Association and the Chamber of Commerce. It will provide for 70.3 (half triathlon) events in 2024, 2025, and 2026, setting the tentative dates thereof, and reduce the fee paid by NISC to the World Triathlon Corporation.

FINANCIAL ANALYSIS: The financial sponsorship fee for the IRONMAN events is the responsibility of the North Idaho Sports Commission and that fee is reduced under the Second Amendment for the three new years. It is estimated that the cost to the City for the 2024-2026 IRONMAN events, based on past IRONMAN events, will be approximately \$28,000 for each of the 70.3-mile races.

PERFORMANCE ANALYSIS: The Second Amendment to the Agreement consists of adding 70.3-mile races in 2024, 2025, and 2016. The course will remain the same. Tentative dates are set and the cost to NISC is substantially reduced to \$15,000 each year compared to \$65,000 for the 2023 race.

DECISION POINT/RECOMMENDATION: Council should approve the Second Amendment to the Host Venue Agreement between the World Triathlon Corporation, the North Idaho Sports Commission, and the City, adding 70.3 events in 2024, 2025, and 2026, setting tentative dates, and reducing the fee paid by NISC.

RESOLUTION NO. 23-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE SECOND AMENDMENT TO THE HOST VENUE AGREEMENT WITH THE WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR THE IRONMAN®-BRANDED TRIATHLON EVENTS, TO INCLUDE 70.3 EVENTS IN 2024, 2025, AND 2026, SETTING THE DATES THEREOF, AND ADJUSTING THE PAYMENT THEREFOR.

WHEREAS, pursuant to Resolution No. 19-054 adopted the 15th day of October, 2019, as amended by Resolution No. 22-027 adopted the 21st day of June, 2022, the City of Coeur d'Alene entered into a Host Venue Agreement with the World Triathlon Corporation and the North Idaho Sports Commission for Ironman®-Branded Triathlon Events in 2021, 2022, and 2023; and

WHEREAS, the World Triathlon Corporation requests a Second Amendment to the Host Venue Agreement to include 70.3 Events in 2024, 2025, 2026, setting the dates thereof, and adjusting the compensation therefor to be paid by the North Idaho Sports Commission, a copy of which Amendment is attached hereto as Exhibit "1" and incorporated herein by reference; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves the Second Amendment to the Host Venue Agreement with the World Triathlon Corporation and the North Idaho Sports Commission pursuant to the Amendment attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



SECOND AMENDMENT

to

HOST VENUE AGREEMENT

IRONMAN® 70.3® Coeur d'Alene (2024-2026)

This SECOND AMENDMENT TO HOST VENUE AGREEMENT (this "Second Amendment") is effective as of June 20, 2023 the ("Second Amendment Date") by and between WORLD TRIATHLON CORPORATION, a Florida corporation ("WTC"), and the CITY OF COEUR d'ALENE, a body corporate and political subdivision of the state of Idaho (the "City"), and the NORTH IDAHO SPORTS COMMISSION (the "NISC" and, together with the City, the "Host"). WTC, the City, and the NISC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. This Second Amendment amends that certain HOST VENUE AGREEMENT, effective as of October 31, 2019, between WTC and Host, as amended by that certain FIRST AMENDMENT TO HOST VENUE AGREEMENT effective as of January 25, 2023 (collectively, the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.
- B. The Parties desire to further amend the Agreement to extend the Term through 2026, and make certain modifications and amendments to the Agreement provided herein.

The Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

- 1. **Section 1(c)** of the Agreement is hereby amended to include years 2024, 2025, and 2026 as a "Race Year."
- 2. **Section 2(a)** of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) With respect to the 2021 Race Year and the 2023 Race Year, Host authorizes WTC to prepare and conduct, subject to the terms of this Agreement, a 140.6 Event. With respect to the 2022, 2024, 2025, and 2026 Race Years, Host authorizes WTC to prepare and conduct, subject to the terms of this Agreement, a 70.3 Event.

- 3. **Section 2(c)** of the Agreement is hereby deleted in its entirety and replaced with the following:

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

IRONMAN 70.3 Coeur d'Alene	
Race Year	70.3 Race Date
2022	June 26 th
2024	June 23 rd
2025	June 22 nd
2026	June 21 st

IRONMAN Coeur d'Alene	
Race Year	140.6 Race Date
2021	June 27 th
2023	June 25 th



4. The Host Sponsorship Fee table set forth in **Section 5(a)** of the Agreement is hereby amended to include the following payments for Race Years 2024-2026:

Race Year	Annual Amount Due (\$USD)	Installment Payment Amount	Due Date
2024	\$15,000	\$15,000	June 1, 2024
2025	\$15,000	\$15,000	June 1, 2025
2026	\$15,000	\$15,000	June 1, 2026

5. The Restricted Sponsorship Categories Table in **Exhibit F** is hereby deleted in its entirety and replaced with the following:

- Airlines
- Alcohol malt beverage and non-alcohol malt beverages
- Automobiles, electric vehicles, electric buses, and electric scooters
- Bike wear (including technical bike apparel, helmets, and footwear)
- Bikes, bike components, bike trainers, bike parts (including pedals), bike devices (including computers, GPS devices, power meters, and any other connected devices)
- Charities
- Compression Wear
- Digital virtual multisport software/platforms including swimming, cycling and/or running
- Energy Drinks
- Event registration or transaction processing software/services
- Eyewear and related accessories
- Financial Services, Wealth Management, Cryptocurrency & Life Insurance
- Hand/wrist devices including watches, global positioning devices (GPS) and any other connected devices
- Heart Rate Monitors
- Online Fundraising Platform
- Photography Services
- Recovery Devices and Wearables including ice-based products, vibration & percussive massage, heat/cold/thermal wearables, contrast therapy, compression (e.g., pneumatic boots), vibration rollers/balls/sticks, handheld meditation, TENS & stim devices
- Running Wear (including footwear and apparel)
- Swim Wear (including wetsuits, swim caps, and swim goggles)
- Timing Services
- Travel Booking Services, Tour Operator Services, Athlete Premium Experiences, and Training Camps
- Treadmills

6. The Parties agree that an IRONKIDS event (“IRONKIDS”) will be included for each Race Year listed above, with the exact date/time to be determined by the Parties prior to each 70.3 Event. The NISC agrees to assist WTC in managing and operating IRONKIDS each Race Year.

OTHER PROVISIONS

7. **No Other Changes.** Except as expressly provided in this Second Amendment, the Agreement is not otherwise amended, modified, or affected by this Second Amendment, and all other terms of the Agreement remain unchanged and in full force and effect.



8. Miscellaneous. The Agreement, as amended by this Second Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, and understandings, written or oral, between or among the Parties, except as may be specifically provided herein. No modifications, amendments, cancellations, renewals, or extensions of or to this Second Amendment or the Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing and signed by both Parties. This Second Amendment will be binding upon, and enure to the benefit of, the Parties and their respective successors and assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under the Agreement or this Second Amendment. This Second Amendment may be executed in counterparts, each of which will be deemed an original binding document and all of which will constitute one and the same instrument. An electronic (e.g., PDF) or facsimile copy of this executed Second Amendment or counterpart hereof will be deemed, and will have the same legal force and effect as, an original document.

This Second Amendment has been executed and delivered by each Party's duly authorized representative as of the Second Amendment Date.

HOST:

CITY OF COEUR d' ALENE

By: _____
Name: James Hammond
Title: Mayor

ATTEST

Renata McLeod, City Clerk

NORTH IDAHO SPORTS COMMISSION

By: _____
Name: Britt Bachtel-Browning
Title: President

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: SHANE FACTEAU
Title: COO