

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

AGENDA

VISION STATEMENT

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

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org any time prior to 4:00 p.m. the day of the meeting.

*The meeting will be aired on Zoom meeting network with the following options:
<https://zoom.us/j/99918005838> Password: 522103 or Dial: US : +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

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

August 18, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Tim Remington with the Altar Church

C. PLEDGE OF ALLEGIANCE:

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

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

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

F. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor** - Appointment of Greta Snodgrass to the Design Review 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 August 4, 2020 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of Minutes from the August 10, 2020 General Service/Public Works Committee Meeting.
5. Setting of General Services/Public Works Committee meeting for Monday, August 24, 2020 at 12:00 noon.
6. Setting of a public hearing for September 15, 2020 for ZC-3-20; for property located at 647 E. Best Avenue; proposing to change zone from R-12 to C-17; by Rock & Robyn Investments, LLC.
7. **Resolution No. 20-044** –
 - a. Approval of SS-6-14 – Lilac Glen; Final Plat, Subdivision Improvement Agreement, and Security
 - b. Approval of SS-6-14 – Lilac Glen; Landscape Agreement and Security
 - c. Approval of a Grant Deed Right-of-way and Utility Easement Dedication with Launder Properties, LLC for property located along 8th Street between Lakeside and Sherman Avenues
 - d. Approval of a Grant Deed Right-of-way and Utility Easement Dedication with Crystal Creek, LLC for property located abutting Alps Street

As Recommended by the City Engineer

H. OTHER BUSINESS:

1. Request for exception to Annexation requirement for water service outside the city limits pursuant to city policy.

Staff Report by: Terry Pickel, Water Superintendent

2. **Resolution No. 20-045** - Approval of a Professional Services Agreement with HDR Engineering, Inc. for the Wastewater Department Solids Handling Improvements Project.

Staff Report by: Mike Becker, Wastewater Capital Programs Manager

3. **Resolution No. 20-046** - Proposed amendment to Fiscal Year 2019-2020 budget and scheduling a public hearing for September 15, 2020.

Staff Report by: Vonnie Jensen, Comptroller

4. Approval for staff to develop and implement a Municipal Small Business Grant Program to allocate a portion of the CARES Act funds received by the City of Coeur d' Alene to small business that have been affected by the Coronavirus.

Staff Report by: Stephanie Padilla, Accountant

5. Approval for staff to abate, demolish and improve the City-owned East Sherman Motel Sites in support of revitalization efforts along the corridor using funds from the Fruitland Lane property sale and Fund Balance.

Staff Report by: Hilary Anderson, Community Planning Director

I. EXECUTIVE SESSION: Idaho Code 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

J. ADJOURNMENT

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



Coeur d'Alene

CITY COUNCIL MEETING

August 18, 2020

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

ANNOUNCEMENTS

Memo to Council

DATE: August 18, 2020

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the August 18 Council Meeting:

GRETA SNODGRASS

DESIGN REVIEW COMMISSION

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Hilary Anderson, Community Planning Director

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D’ALENE, IDAHO,
HELD AT COEUR D’ALENE CITY HALL
August 4, 2020**

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, August 4, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION was provided by Pastor Geoffrey Winkler with New Life Church.

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

Councilmember McEvers led the singing of “Happy Birthday” to Councilmember Amy Evans.

PUBLIC COMMENTS:

“Dr. Fantastic” said that he has the prescription for a happier and longer life. His mission is to make it a kinder, more civil place. He noted that words matter, and that he is on the 123rd day of his “Be Fantastic” road tour. The program now has 472 ambassadors, with Coeur d’Alene having over 100 ambassadors. The goal is for the City to set the standard by saying, “Have a fantastic day” after every encounter. He also encouraged teachers to say, “I am fantastic,” in unison, before class. He asked the council to adopt policies of cordiality and kindness and to show the world how fantastic the City is.

Tanya Osterson said that she has looked at several applications to the City of Coeur d’Alene requesting modifications to existing telecommunications facilities and has noted several deficiencies. It is her opinion that the applications are not for modifications, but are for new facilities. She noted that modification requests must be checked carefully, and that National Environmental Policy Act review is needed for all applications for new wireless facilities at the local level. She discussed various federal regulations and rulings.

Rhonda Sand, Coeur d’Alene, said that the City needs a full communication ordinance

upgrade that provides for and doesn't discriminate against wired providers. She urged the Council to sign the declaration that she presented and asked for a moratorium on all wireless systems at this time.

Susan Green, Coeur d'Alene, testified against pulse modulated micro-radiation transmissions in the community. She noted that insurance companies will not insure wireless companies and that there is a good reason. She further commented that those liabilities fall to the City and ultimately the taxpayers, and they do not consent to pay them. Ms. Green further stated that the City is responsible to provide for health, safety and general welfare through the State Constitution, building codes, and the Federal Telecommunication Act. She encouraged the Council to look closely at wireless hazards in consideration of children, grandchildren and the community-at-large, and said that the City needs a communication ordinance that includes and does not discriminate against wired providers. She asked Council to declare an immediate moratorium on any further wireless buildout.

David Lyons, Coeur d'Alene, said he thinks that government's most important duty is to provide for public safety – police and fire. He noted that it is sad to see police and fire continue to take hits while \$40,000 is given to CDA 2030. He has written articles about CDA 2030 and how most of its funding coming from the City and ignite is taxes paid by the public, yet they stubbornly refuse to provide any openness or transparency to the public. He commented that it is probably an illegal de facto City committee. He asked the Council to ask themselves what would be the best use of the \$40,000 and could it be better spent on something else. He further commented that CDA 2030 materials are completely vague and nonspecific. The City and ignite are all perfectly capable of doing what CDA 2030 is doing. Mr. Lyons further stated that these are tough economic times, and being the political pet of some people at City Hall should no longer be a good enough reason to get \$40,000 of taxpayer money. As budget discussions go forward, he urged Council to keep asking what would be the best use of \$40,000 of taxpayer money and could that money provide better value to the taxpayers being spent on something else.

Jennette Laster, Executive Director of the Human Rights Education Institute, discussed an event that was held on Saturday, July 25th, hosted by the Candlelight Church at the Silver Lake Mall and which involved the participation of the Fire Department. An organization called Dixie Services showed up uninvited, advertising the event as their own. They brought three trucks with racist symbols and Confederate flags on both front grills. The mall manager almost had to call the police to have them forcibly removed from the property. Ms. Laster apologized to the Fire Chief, and noted that the Fire Department left the event. She commented that they are deeply saddened that extremist characters disrupted yet another event.

Ms. Laster also distributed a flyer from a real estate firm in Sandpoint, and noted that the local associations have formally forwarded the information to the National Board of Realtors. She also distributed pages from the firm's website, and noted references to the coming of a civil war that will overthrow the government. She noted that they are increasingly concerned about potential acts of violence coming to the communities, and

asked the Council to please continue to share the message of no tolerance for racism.

Councilmember Wood said that she appreciated Ms. Laster's work with human rights, and noted that this was the third consecutive Council meeting where Ms. Laster has come forward with public comments, and that she was at a loss as to what it had to do with education as it seems to have focused more on task force-related items. Ms. Laster said that in their charter they do educate the public on those types of activities and that they are prevalent. She further commented that she would love to come and talk about programming, and did not plan to come to the meeting tonight at all, but both incidents occurred between the time period of the last Council meeting and this Council meeting. She also noted that they have been preparing for a presentation to Council and are ready to go when Council wants to have them.

Councilmember Gookin said that it seems to be political in that the website talks about the radical left, communists and Trump. He asked how does a human rights group play into political free speech. Ms. Laster said that it is actually about the fair practice of real estate and goes against equal opportunity in that they are discriminating against a particular group of people. Councilmember Gookin said that he did not see the connection between political moral beliefs and that it is political free speech, however they may disagree with it. Ms. Laster said that every group, whether political or non-political in our community has the same rights as another group.

Councilmember Miller said that she thought that the "Public Comment" portion of the meeting was a place for the public to comment and she felt like they were getting "off into the weeds." She also said that she would love to learn about the Human Rights Education Institute's education programs.

Mayor Widmyer said that some back and forth during the "Public Comment" portion is okay. He commented that the Fire Department recognized the situation at the Silver Lake Mall and made the call to leave. The organizer called him the following Monday and apologized for the situation.

Dr. Normal H. Leffler (retired urologist) said that he was upset about an article in the Coeur d'Alene Press entitled "The Right Kind of Art." He noted that on November 16th he spoke up about a communist plot or just plain art. The Mayor took action right away to get rid of the hammer and sickle at Riverstone, which the Arts Commission paid over \$1,000 to have there. At the time, Dr. Leffler said that he called for all of the Arts Commission to resign, and now they are getting ready to spend \$70,000 of taxpayer money on more garbage. He complained about the "Open Arms" sculpture and noted that the commission never had it appraised. He thinks the money could be better spent. He asked the Council to "get rid" of the Arts Commission and commented that the art looks like garbage. He further commented that the money could be better spent on the Coeur d'Alene Symphony or the history museum. He also said that the Arts Commission subcommittees are a bunch of garbage.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller thanked the Coeur d’Alene Fire Department for delivering over 250 free masks to the Lake City Senior Center to be used by Meals on Wheels volunteers and vulnerable seniors. They will also be doing another free mask giveaway at one of the local schools on Thursday. More information will be provided.

CONSENT CALENDAR: Motion by McEvers, seconded by Miller, to approve the Consent Calendar.

1. Approval of Council Meeting minutes for the July 21, 2020 Council Meeting.
2. Approval of the General Services/Public Works Subcommittee Meeting Minutes from the meeting held on July 27, 2020.
3. Approval of Bills as Submitted.
4. Approval of the Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, August 10, 2020, at 12:00 noon.
6. Approval of the Final Plat for SS-20-05c, One Lakeside Condominiums (located at 201 N. 1st Street).
7. Approval of the Final Plat for SS-20-06, Wild Waters Addition, (located South of Interstate 90 between Government Way and Highway 95).
8. **Resolution No. 20-041:** A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND APPROVING THE FOLLOWING AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D’ALENE: A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS FOR THE COMPOST FACILITY’S BIOSOLIDS HOPPER RETROFIT PROJECT AT A COST OF \$88,563.00; DECLARING AS SURPLUS VARIOUS USED EQUIPMENT AND VEHICLES FROM THE STREETS AND ENGINEERING DEPARTMENT AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION; AN EASEMENT AGREEMENT WITH PARK PLACE INVESTORS FOR THE CONSTRUCTION OF A STORMWATER SWALE ADJACENT TO PLAYER DRIVE TO MITIGATE FLOODING; AND REJECTION OF ALL BIDS FOR CONSTRUCTION OF THE FIRE BOAT GARAGE, A DECLARATION THAT IT WOULD BE MORE ECONOMICAL TO CONTRACT FOR THE PROJECT ON THE OPEN MARKET, AND AUTHORIZATION FOR STAFF TO NEGOTIATE WITH A CONTRACTOR OR CONTRACTORS FOR A CONTRACT WITHIN THE AVAILABLE BUDGET.

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

APPROVAL OF THE REQUEST FOR QUALIFICATIONS FOR PUBLIC ART LOCATED AT THE FOUR-CORNERS GATEWAY.

STAFF REPORT: Troy Tymesen, City Administration/Arts Commission Liaison, presented a request for Council approval of the issuance of a Request for Qualifications for public art to be located in the Four-Corners area of Coeur d'Alene (the intersection of Northwest Boulevard, Government Way, and Fort Grounds Drive). He noted that the City of Coeur d'Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d'Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. The Coeur d'Alene Arts Commission FY 2019-2020 budget, which was approved by Council, included funds set aside for public art to be located in the Four Corners area in the amount of \$75,000. Based upon the highly successful Seltice Way roundabouts project, which for the first time utilized a Request for Qualifications process rather than a general call to artists, the commission made the determination that the issuance of a Request for Qualifications would provide the best opportunity to encourage highly qualified and experienced artists to request consideration for the project.

The Request for Qualifications would be a national call issued through CaFE (www.callforentry.org), which is an online platform for posting and applying for calls to artists. CaFE has been utilized by the commission for many calls in the past and is a platform that most successful artists are very familiar with.

The artists will be requested to submit proposals that include the following:

- The artwork should provide a welcome to the neighborhood and the City;
- The artwork should affirm the following:
 - The long-standing commitment of our community to the equality of all;
 - The dignity and worth of every individual;
 - The benefits of coming together as a community and human race;
 - Respect for diversity;
 - The universal bond of sharing that connects all humanity;
 - The value of interconnections in creating a strong and more peaceful society; and
 - The community's commitment to eliminating racism;

Mr. Tymesen said that he works with commission members who are very compassionate, and thanked the commission, Amy Ferguson, and Councilmember Evans for their work on the project. He further noted that the time frame for delivery of the art would be approximately twelve months.

DISCUSSION:

Councilmember Wood confirmed with Mr. Tymesen that the Mayor and Council now approve all artwork, including ArtCurrents pieces, before they are installed. She further stated that she loves the project and appreciates that the commission is focused on it, and

added that the design and theme is perfect for the City of Coeur d'Alene and she is looking forward to hearing more.

Councilmember Gookin commented that one of the things he likes to see is local artists. He would also like something that tells a little bit about City history, and mentioned the Chief Morris Antelope statue as a good example. He commented that he would also like to see something inspiring. He suggested that Council might want to add a little more direction – i.e., dedicate the piece of art to people who specifically fought the Aryan Nations. He further commented that there were a lot of great people who sacrificed a lot, and the City could honor them that way.

Mayor Widmyer commented that it would probably be difficult to identify and honor those people, and asked if Councilmember Gookin was suggesting an art piece supplemented by an information piece. Councilmember Gookin said that is the job of the artist. Mayor Widmyer said that they want to recognize them, but just by looking at a piece of art he doesn't know that it would tell the story.

Councilmember Wood said that a piece of art and the idea of a plaque that speaks to the City's history is fantastic. She noted that the founding members of the task force have invested their lives into the community. Mr. Tymesen suggested that another idea would be a scan code (QR Code) opportunity to provide the rest of the story electronically.

Councilmember Gookin said that there has been a lot of documentation that could be provided to the artists as background information. Councilmember Wood commented that the task force has a mini-statue of Father Bill Wasmuth, and he would certainly be deserving.

Councilmember English said that he agrees with the idea and the theme, but has some reservation regarding what is the role of Council versus the role of appointed commissions. He commented that "we tread on troubled water" when we get into some of the things like the Arts Commission in that it is a commission that Council has appointed and charged them with doing their job. He commented that Council should add input and accept some responsibility and that he is not saying it isn't a great idea, but it raises some caution about not mixing roles too much and superseding what the commission is doing.

Mr. Tymesen suggested that they could add the information to the call because the artists are always looking for inspiration.

Councilmember McEvers said that he doesn't ever remember the Arts Commission coming up with a theme on a proposal and asked if it was a new approach. Mr. Tymesen said that the Arts Commissioners continue to listen to Council and the Council has been asking for historical pieces and things that are meaningful to our area. Councilmember Evans said that the Arts Commission was very specific in what they were looking for in regard to the two roundabouts on Seltice, and they learned a lot about the history of the wildlife and their partnership with the Tribe. It was the first time that they Skyped with

the artists to learn more about the specifics and why they created the idea that they did. It was interesting to learn about the artist and how the piece related to history. She also noted that the Chief Morris Antelope sculpture was another project that had specifics surrounding it to represent the City's partnership with the Coeur d'Alene Tribe. In addition, the bronze statues on Front Street near the library had a theme.

MOTION: Motion by Councilmember, seconded by Gookin to authorize the RFQ for public art to be located at the Four-Corners gateway.

DISCUSSION: Mayor Widmyer confirmed that the historical information as discussed would be added to the RFQ.

Motion carried.

APPROVAL OF A PERFORMING ARTS GRANT PROGRAM

STAFF REPORT: Troy Tymesen, City Administrator/Arts Commission liaison, presented a request for approval of a one-time Performing Arts Grant program through the Coeur d'Alene Arts Commission, using URD funds set aside for public art from the Lake District. He noted that the City of Coeur d'Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d'Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. In 2017, the City Council approved ordinance #3571, Council Bill #17-1014, which expanded public art parameters to include: arts, education, performing arts, visual arts, community arts partnerships, and public art programming.

Mr. Tymesen said that for many years, it has been the practice of the City's urban renewal district Board to contribute a percentage of their revenue to a dedicated Public Art fund, for public art located in the boundaries of the urban renewal districts, with the funds being managed and overseen by the Coeur d'Alene Arts Commission, under the direction of the Coeur d'Alene City Council. The generous contributions of ignite cda have enabled the Coeur d'Alene Arts Commission to commission many iconic, placemaking pieces of art in locations such as Northwest Boulevard, Seltice Way, McEuen Park, Riverstone Park, Midtown, the Education Corridor, and in other locations within the urban renewal districts.

In early 2020, a global pandemic, COVID-19, impacted not only the residents and businesses in the area, but due to quarantine restrictions and social distancing requirements, the City's performing arts community was virtually shut down. Because live performance seasons were entirely cancelled due to the pandemic, professional performing arts companies could not open or fulfill their seasons.

On June 23, 2020, the Coeur d'Alene Arts Commission approved the use of URD

public art funds for the grant program. Subsequently, the ignite CDA board met on July 15, 2020, and approved the use of ignite cda public art funds for the Performing Arts Grant program, with the following conditions:

- The performing arts activity must occur within the ignite cda funding district's boundaries or directly relate to the funding district in some clear way;
- The performing arts activity must demonstrably impact economic development in the ignite cda funding district;
- The selection committee will consist of members of the Arts Commission, a representative from the ignite cda Board, and a City elected official; and
- The selection committee's recommendation will be submitted to the Coeur d'Alene Arts Commission for approval, followed by a presentation by the grant nominees to the ignite cda Board and approval from the ignite cda Board. The ignite board gets the final say because they don't want to have a conflict.

The Coeur d'Alene Arts Commission, City Council, and ignite (with further confirmation from the Performing Arts Center Feasibility Study conducted in 2018), agree that performing arts is an economic driver to the region's tourism, and that show attendees frequent other venues near performance locations. Further, paid staff and performers contribute to the jobs and economy of Coeur d'Alene. Recent events have threatened the sustainability of some of these performing arts organizations and potentially losing those valuable community assets would further affect the economic downturn in years to come. One-time grant awards and amounts would be determined through an application process, with review by a selection committee, and approval by the Arts Commission and ignite. Total grant funds to be distributed would not exceed \$100,000.

Eligible organizations must demonstrate the following:

- They are an established community contributor with an expected 5+ years in operation
- They are a non-profit or Idaho corporation, with a history of at least one paid staff/manager and compensated performers
- They must be able to demonstrate economic impact generators to/within the URD's
- They must be able to match funding – either in-kind or other, at 25%
- Eligible funding uses would be for documented venue/facility fees or royalties
- The grant funds must be used within the next 36 months, with required annual reporting to the Arts Commission, including a paid staff affidavit

The application deadline would be the end of August 2020, with grant awards in September and October. The grant selection committee would consist of members of the Arts Commission, an ignite board member, and at least one City elected official. Grant award limits would be from \$1,000 up to \$50,000 per entity, as determined by the selection committee and the Arts Commission, with final approval by ignite cda.

Mr. Tymesen thanked Councilmember Miller for her work on the proposal.

DISCUSSION:

Councilmember Wood asked if ignite had reviewed the proposal with their legal counsel as she has never seen ignite do something like this before. She asked City Attorney Mike Gridley if he felt it meets the Idaho statute. Mr. Gridley responded that he thinks the mission of ignite is business and community development in their district, and he would rely on their legal counsel to have studied that closely. He noted that it generally fits into activities that would support development/renewal in their district.

Mayor Widmyer commented that they did discuss that question in the ignite board meeting, and that any application that comes forward will be judged based upon the criteria of having an economic impact within the district.

Councilmember Miller said that it isn't something that would ever be expected to be an ongoing thing and some of the businesses are facing not being able to open again, ever. She noted that the City spent a lot of money and time on the Performing Arts Center analysis and within that study those professional programs are quantified throughout the country as economic drivers for their vicinity which bring in money to the community and build not only the organization but also ancillary businesses around it. It makes sense to ensure that those entities survive. She noted that ignite talked about it a lot with their legal counsel and they are comfortable with it.

Councilmember English noted that legal counsel and the board were very much engaged at the time. They were presented with background information in terms of the financial and economic impact of the organizations and quantified how much they generate and the impact they have on business and the community. He noted that it is a unique situation but he thinks it does fit and is for organizations that actually have people on salary and overhead costs, and for some it is a make or break situation.

Mayor Widmyer asked if the Coeur d'Alene Symphony would be eligible to apply. Councilmember Miller confirmed that they would as they have paid staff and do compensate their performers. Mayor Widmyer also explained that the funds being used are already sitting in the Arts Commission fund accounts.

Mr. Tymesen said that he would propose to change the original request to note that the City Council would not get final approval. Councilmember Gookin said that he objected to that proposal and thinks that the City Council should make the final decision, as they bring accountability to the process. In addition, he said that he hopes that many qualifying performing arts entities apply, and that they are all treated very fairly. From his theater background, one of the things they didn't like was when you went to an audition and the director had already cast roles. He commented that he hopes the selection isn't a formality.

Councilmember McEvers commented that he thinks they need a restaurant committee that can save restaurants, and a car lot committee that will give car lots tax money to keep

them in business, and questioned if that is Council's job and if it is what urban renewal money is really about. He also noted that a lot of times in government, once you do it you set a precedent. He commented that he is not against performing arts, but wondered when people would have to take responsibility for their own business. He said that a lot of people have taken a beating in business and it doesn't seem appropriate when the Council is struggling to meet the budget.

Councilmember Wood said that she supports the program but was trying to understand how urban renewal would be able to do it. She noted that the money is already set aside in a pot for the Arts Commission and is not new money, so they are going to spend it one way or another and are not going to give it back to the City budget. She commented that there is not a pot of money for restaurants or any other kind business.

Councilmember English said that he understands the different roles of the council and ignite and appreciates that it should be ignite's final call. Under Idaho code, ignite has the authority, obligation and responsibility to make those kinds of decisions. Mayor Widmyer said that the funds come from ignite, and go either into the Lake District or the River District fund, and that coming back to the Council would be following the same program that they do with all pieces of art.

Councilmember Gookin said that he agreed with Councilmember McEvers, and noted that ignite has been funding art for the City for over 20 years and Council has approved the art funding that they provided. One of the things that he and Councilmember Miller have tried to do over the years is bring more attention to the performing arts. In this case, they would be spreading the money around among performing arts organizations who enrich the community with their art. He said that he approached the Mayor when the Coronavirus first began to ask if there was anything they could do. Councilmember Evans brought it forward to the Arts Commission and they discussed it and brought it forward. He commented that urban renewal does flower pots downtown and he thinks they can do this.

Mayor Widmyer said that he didn't know if the Coeur d'Alene Symphony was able to apply for the payroll protection program and, in a way, other businesses were supplemented by that program. The grant program is, in a way, a smaller version of the payroll protection program to keep those performing arts organizations continuing on.

Councilmember Miller said they have worked very hard on the program to try to be fair, and agreed with the Mayor's analogy that the process is the same, but it is different because ignite funds the money to the Arts Commission, the commission gets community-wide members to select the piece, and the Council has final approval. She noted that this is a little bit different in that it is a one-time item. In the discussions there was more of a feeling that it is ignite's fiduciary responsibility to ensure that the organizations are using the money for performing arts, and that it was their responsibility to ensure that the money was being spent to the benefit of their district. They felt strongly that Council should have input, but the final decision should be ignite. Councilmember Miller stressed the uniqueness of the performing arts sector in our

community because of the tourism industry and noted that there is hard economic data. People will drive here and stay in hotels and eat at restaurants for a live professional performance.

MOTION: Motion by Evans, seconded by Miller to approve a Performing Arts Grant Program.

DISCUSSION:

Councilmember Gookin asked if the motion said that final approval will go the City Council. Councilmember Evans said that her motion did not recommend that, and asked for Mr. Gridley's and Mr. Tymesen's opinion.

Mr. Tymesen said that the review by ignite is very important based on the law and the oversight that they have is in their business model. He noted that Council's approval is respected, but he would like to avoid the conflict if Council didn't agree. He noted that ignite has the burden of verifying that the use of funds is exactly what they should be doing, so he would recommend that ignite make the final decision.

Mr. Gridley said that he doesn't think there is a big legal issue, but ignite is the one that would have to justify that the money was spent conforming to state urban renewal laws.

Councilmember Wood said that she agreed with Councilmember English that any kind of final decision should at least come back before the Council. Councilmember Gookin said that it seems that the current way it is written in the staff report is that if ignite didn't approve, it wouldn't come to the Council. He stated that if they are going to practice oversight of the money, ignite would approve and then it would come to the Council to approve the money spent.

Councilmember McEvers asked, in reference to the Performing Arts Center study that shows economic impact, if the City could do the same kind of study regarding the economic impact of boaters to the City. Councilmember Miller said that part of the Performing Arts study did touch on a lot of those things in tourism communities, and that tourism brings dollars to the community. She noted that it is just a matter of losing one whole sector and the numbers are substantial. It is an industry that was completely shut down for more than a year and her feeling is that doing what they can to preserve that was important.

Councilmember Miller said that she thinks it is important that it comes to the Council and that the motion could be amended to say that a full report of the finalists would come to the Council with feedback to ignite under advisement. If there was something that came to the Council that the Council didn't want it, she thinks it would be difficult for ignite to approve it. The conversations were that ignite has the responsibility to do what they are supposed to do in regard to the urban renewal funding. She said that adding that it come to Council for direction to ignite, with ignite having final approval, makes perfect sense.

Mayor Widmyer suggested that ignite giving Council the word that it does meet economic criteria might be better information for the Council to have.

AMENDED MOTION: Councilmember Evans amended her motion for Council approval of a Performing Arts program, with recommendations to come back to the City Council for approval. Councilmember Miller seconded the Amended Motion.

Motion carried, with Councilmember McEvers voting No.

Councilmember Evans thanked Councilmember Miller for her work on the program and taking the lead and doing all the footwork, and expressed her feeling that the program will be very beneficial.

RESOLUTION NO. 20-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE.

STAFF REPORT: Troy Tymesen, City Administrator, presented a request for approval of a 12-month extension of Amendment No. 2 to the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services. He noted that the Solid Waste Services Contract (hereinafter "Contract") with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services (hereinafter "CDA Garbage") was effective July 1, 2016, and CDA Garbage has fully performed in accordance with terms and conditions of the Contract since then. In May 2018, CDA Garbage requested an increase in the fees for single stream recycling and a modification in the type of recycling which must be accepted under the Contract. The City Council approved Amendment No. 1 to the Contract in July 2018. Amendment No. 1 was to be in effect for twelve (12) months. Twelve (12) months later, the recycling market had continued to deteriorate, both in terms of cost and in terms of the allowed recyclable materials. Despite the continued deterioration of the recycling market, CDA Garbage was willing to continue to operate under the terms of the Contract and Amendment No. 1 and so Amendment No. 2 was entered into on June 4, 2019, extending the terms of the Contract and Amendment No. 1 another twelve (12) months. The parties believe that the current recycling market justifies extending the Contract and Amendment No. 1 twelve (12) more months, to June 30, 2021.

Mr. Tymesen said that in the past 12 months, the Sanitation Fund has spent on average \$18,901 per month to process 174 tons of material in the single stream recycling program. The highest one-month cost was one year ago, \$21,803. Since that time cardboard has rebounded in value. The cost to process and reuse the glass has averaged \$2,248 per month. Due to savings experienced with respect to the current Contract, the

continued cost will not require a rate increase to the customers at this time. The fee will be paid from the solid waste fund.

Amendment No. 3 encompasses the following terms:

1. The City will pay CDA Garbage an additional fee for the disposal of recyclables. That fee will be CDA Garbage's net cost per ton (including hauling and MRF fees) in excess of \$20 per ton (i.e., CDA Garbage will pay the first \$20 per ton). In addition, the City's monthly fee is capped at \$25,000. If the fee equals or exceeds \$20,000 per month for three consecutive months, the parties will meet to discuss adjustments in the program to ensure the City's obligation will not exceed \$25,000 each month. The "net cost" will take into consideration any payments to CDA Garbage by the MRFs for the recyclables.

2. These fees will continue to be in effect until June 30, 2021, and the parties will meet prior to the expiration of the term to negotiate any further adjustment to the fee and the program itself.

Mr. Tymesen said that there is a continued opportunity to partner with Kootenai County for the handling of recyclables. He also noted that the cost to process recyclables has come down, and there is value in cardboard.

DISCUSSION:

Mr. Tymesen confirmed that the City is, hopefully, not paying any more money based on the current commodities market.

Councilmember Wood asked if they could build in a long-term plan. Mr. Tymesen said, no, because the commodity market would indicate that the hauler would have to build in large numbers because they wouldn't know what the commodity market will bring. He said that he anticipates they will continue to do yearly amendments for years to come. Mr. Tymesen also commented that at one point in time there was a commodity value in the recyclables but right now they are paying a lot of money to have them processed. He noted that a number of cities don't do single stream recycling.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 20-042**, approving Amendment No. 3 to the Coeur d'Alene Garbage Agreement for single stream recycling for a 12-month extension.

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

Motion carried.

COUNCIL BILL 20-1010

AN ORDINANCE AMENDING SECTIONS IN CHAPTERS 13.08, 13.12, 13.16, AND 13.20 OF THE COEUR D'ALENE MUNICIPAL CODE TO CLARIFY REFERENCES TO THE PUBLIC SANITARY SEWER SYSTEM, UPDATE REFERENCES TO SPECIFIC RECOMMENDATIONS AND STUDIES, CLARIFY REFERENCES TO THE CITY TREASURER, ELIMINATE RATE CALCULATIONS FOR SEPTAGE HAULERS, SPECIFY REQUIRED DATA, CLARIFY WHEN STUB FEES AND CAP FEES MUST BE PAID, CLARIFY WHEN SEPTIC TANK OR PRIVATE DISPOSAL SYSTEM MAY BE INSTALLED OR MAINTAINED, SUBSTITUTE "IDAHO POLLUTANT DISCHARGE ELIMINATION SYSTEM" FOR "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM," ADD AND CORRECT CERTAIN DEFINITIONS, MODIFY A PROVISION REGARDING RECORDS RETENTION, AND MAKE OTHER CORRECTIONS AND CLARIFICATIONS; 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: Mike Anderson, Wastewater Superintendent, presented a request for amendments to update and clarify sections in chapters 13.08, 13.12, 13.16, and 13.20 of the City's Municipal Code. He noted that in June of 2018, the Idaho Department of Environmental Quality was granted primacy of the wastewater discharge permits in Idaho from the EPA. That requires a change in the City Ordinance to reference the wastewater discharge permit as an Idaho Pollutant Discharge Elimination System in place of the National Pollutant Discharge Elimination System.

Further changes in the Ordinance include references to particular studies and study dates, elimination of reference to Septage Haulers, and updating the "Department of Environmental Sanitation" to Panhandle Health in references to septic tanks provisions.

DISCUSSION:

Councilmember Miller asked when she was going to get a presentation on residential versus low commercial use averages for irrigation water. She noted that in regard to residences, their average low residential use excludes their irrigation water from being charged a sewer fee, and with a commercial property that doesn't occur. She further commented that there are businesses that are charged sewer fees for water that is definitely not sewer water. Mr. Anderson responded that the difficulty lies in measuring water, as they measure water and not wastewater. He commented that he will put together a presentation and present it to the General Services/Public Works Committee that Councilmember Miller attends.

MOTION: Motion by Gookin, seconded by Evans, to dispense with the rule and read **Council Bill No. 20-1010** once by title only.

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

Motion carried.

MOTION: Motion by Gookin, seconded by Evans, to adopt **Council Bill No. 20-1010.**

DISCUSSION:

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

Motion carried.

RESOLUTION 20-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2020-2021, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2020:

* * * * *

* * * * *

	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	\$ 247,765	\$ 253,030	\$ 265,825	\$ 251,742
Administration	349,057	225,146	216,721	217,699
Finance Department	1,057,912	1,139,341	1,197,516	1,234,784
Municipal Services	1,788,610	1,874,909	1,820,374	1,804,906
Human Resources	279,448	362,693	400,519	418,825
Legal Department	1,206,832	1,252,298	1,291,857	1,313,413
Planning Department	640,177	733,443	973,288	726,892
Building Maintenance	488,630	508,554	675,981	547,526
Police Department	13,585,672	14,335,809	15,974,160	16,726,158
Drug Task Force	27,676	1,200		
Police Department Grants	83,024	179,685		6,000
Fire Department	10,147,902	9,819,506	10,575,497	10,710,811
General Government	1,578,274	308,701	125,750	782,567
Streets/Garage	4,471,271	5,454,614	5,039,108	4,981,197
Parks Department	2,120,552	2,260,141	2,497,538	2,448,731
Recreation Department	748,484	691,445	761,988	745,208
Building Inspection	878,822	906,711	963,810	958,485
TOTAL GENERAL FUND EXPENDITURES:	\$ 39,700,108	\$ 40,307,226	\$ 42,779,932	\$ 43,874,944

	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,628,119	\$ 1,723,767	\$ 1,785,766	\$ 1,736,045
Community Development Block Grant	145,382	304,462	597,467	695,032
Impact Fee Fund	515,319	218,235	360,000	450,000
Parks Capital Improvements	1,710,251	546,974	564,500	323,260
Annexation Fee Fund	398,240	286,000	99,000	195,000
Cemetery Fund	305,729	339,811	369,627	306,787
Cemetery Perpetual Care Fund	156,141	205,827	191,500	166,500
Jewett House	11,998	24,615	28,853	26,353
Reforestation/Street Trees/Community Canopy	101,472	89,516	111,000	120,000
Public Art Funds	176,117	335,885	369,300	271,300
TOTAL SPECIAL FUNDS:	\$ 5,148,768	\$ 4,075,092	\$ 4,477,013	\$ 4,290,277

	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	\$ 688,247	710,075	\$ 706,000	\$ 733,250
Water Fund	8,714,812	9,809,055	14,621,311	14,566,370
Wastewater Fund	21,470,818	17,000,351	16,672,037	20,111,378
Water Cap Fee Fund		642,823	3,900,000	5,300,000
WWTP Cap Fees Fund	620,850	883,710	1,250,000	1,484,809
Sanitation Fund	3,829,307	4,262,702	3,959,644	4,215,002
City Parking Fund	787,125	1,233,170	1,375,011	1,640,036
Drainage	1,028,625	1,405,510	1,821,546	1,701,863
TOTAL ENTERPRISE EXPENDITURES:	\$ 37,139,784	\$ 35,947,396	\$ 44,305,549	\$ 49,752,708

FIDUCIARY FUNDS:	2,974,754	2,955,016	\$ 3,250,041	\$ 3,169,432
STREET CAPITAL PROJECTS FUNDS:	416,590	620,165	1,611,812	2,201,632
DEBT SERVICE FUNDS:	1,379,681	876,931	878,932	876,281
GRAND TOTAL OF ALL EXPENDITURES:	\$ 86,759,685	\$ 84,781,826	\$ 97,303,279	\$104,165,274

ESTIMATED REVENUES:	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
Property Taxes:				
General Levy	\$ 19,756,440	\$ 19,998,856	\$ 20,910,045	\$ 22,172,998
Library Levy	1,617,578	1,696,574	1,743,616	1,622,045
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2015 G.O. Bond Levy	899,949	881,302	878,932	876,281
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 22,523,967	\$ 22,826,732	\$ 23,782,593	\$ 24,921,324

ESTIMATED OTHER REVENUES:	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
Interfund Transfers	\$ 4,805,617	\$ 3,500,321	\$ 8,865,140	\$ 10,513,545
Beginning Balance	43,480,736	52,871,019	25,335,773	27,295,810
Other Revenue:				
General Fund	18,222,417	18,911,749	17,795,224	17,128,832
Library Fund	54,183	49,372	19,150	14,000
Community Development Block Grant	145,382	304,518	597,467	695,032
Parks Capital Improvement Fund	1,927,396	1,394,653	885,000	323,260
Cemetery	187,951	192,602	178,248	148,155
Annexation Fee Fund	189,923	174,137	80,000	100,000
Impact Fee Fund	1,068,853	677,868	187,488	620,000
Cemetery Perpetual Care Fund	(6,252)	77,467	50,000	
Jewett House	24,515	18,038	19,000	12,000
Reforestation	6,633	2,544	6,000	4,500
Street Trees	77,010	84,114	83,000	81,500
Community Canopy	1,195	723	2,000	1,500
Public Art Funds	134,145	228,969	104,000	121,000
Street Lighting Fund	538,295	570,981	575,000	578,250
Water Fund	6,446,295	6,869,763	6,277,400	6,559,049
Wastewater Fund	10,662,775	11,788,958	11,550,767	11,099,439
Water Capitalization Fees	1,298,519	1,023,809	1,250,000	1,265,000
WWTP Capitalization Fees	2,842,234	1,630,138	1,300,000	978,163
Sanitation Fund	4,258,138	4,331,499	4,330,000	4,420,000
City Parking Fund	632,034	983,735	748,475	702,500
Drainage	1,053,884	1,097,820	1,045,329	1,066,281
Fiduciary Funds	2,801,500	2,925,525	3,024,800	2,907,500
Capital Projects Fund	431,164	1,508,688	804,500	1,200,000
Debt Service Fund	15,302	7,391		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 101,299,844	\$111,226,401	\$ 85,113,761	\$ 87,835,316

SUMMARY:	FY 2017-18 ACTUAL	FY 2018-19 ACTUAL	FY 2019-20 BUDGET	FY 2020-21 PROPOSED
PROPERTY TAXES	\$ 22,523,967	\$ 22,826,732	\$ 23,782,593	\$ 24,921,324
OTHER THAN PROPERTY TAXES	101,299,844	111,226,401	85,113,761	87,835,316
TOTAL ESTIMATED REVENUES	\$ 123,823,811	\$134,053,133	\$108,896,354	\$112,756,640

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 12, 2020 and August 19, 2020.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 1st day September, 2020 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

STAFF REPORT: Vonnie Jensen, Comptroller, presented a request for Council approval of Annual Appropriation Resolution No. 20-043, which sets the public hearing date and the high dollar amount (\$104,165,274) in expenditures for the 2020-2021 Fiscal Year Financial Plan (Annual Appropriation). She reviewed changes in revenues from Preliminary Budget, and changes in expenditures. She noted that the Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing those numbers.

Mayor Widmyer explained that the Council talked at the last budget meeting about public safety and the proposed budget adds back in one public safety position and a sergeant to be hired the 1st of January, and also added \$80,000 that was previously proposed as a reduction to services and supplies.

Ms. Jensen explained that this budget season is confusing due to the CARES tax relief program. If the City does participate it would not be taking the 3% tax increase. An additional factor is a change in legislation that requires the City to approve a resolution in order to reserve the foregone amount if there is no property tax increase. If there is no resolution, it just goes away. It is her recommendation that if Council is leaning towards not taking a 3% increase, that it be removed from the proposed resolution, which is published in the paper, as a clear message to the citizens.

Councilmember Wood asked when the resolution would be needed. Ms. Jensen said that the resolution would be done at the public hearing on September 1. Councilmember Wood said that her concern is that they don't know where they are at legally with the Governor's proposal, and asked if it would tie their hands. Ms. Jensen said that they did get an estimated proposal, so they may need to revise the number. Councilmember Wood asked if there was a date that they expect to have a final resolution. Ms. Jensen said that there was no date. Mayor Widmyer commented that it would have to be before the 1st of September. Councilmember Wood commented that it seems pretty risky to remove the 3% tonight. Mayor Widmyer said that Council is setting the high-water mark with the 3% today and would still have the ability to vote for a property tax increase if the state program falls apart.

MOTION: Motion by Gookin, seconded by Wood, to reduce the high-water mark by eliminating the 3% property tax increase.

DISCUSSION: Councilmember Wood suggested waiting to do the resolution in order to know if what the state is proposing is legal. Mayor Widmyer confirmed that the Council

needed to set the high-water mark at tonight's meeting.

Councilmember English said that he supports removal of the 3% option, and noted that for this year, given the circumstances, he can't see a situation where they would end up passing an increase of 3%. He agreed that it would be clear to the public to get the information out there and that other entities have done that and declared their intent.

Ms. Jensen reviewed significant changes to revenue from the prior year in the General Fund, reviewed new construction year over year, reviewed tax revenues, and a history of tax increases approved by the City Council. She discussed the projected Fund Balance, reviewed a historical look at the Fund Balance, year over year, and increases to personnel expenses compared to new growth, city-wide personnel changes, and estimated taxable City valuation. She noted that the average increase in valuation from the County is about 12%.

Councilmember Wood said that it seems that growth isn't really paying for itself, and if they are trying to properly fund police and fire, she wondered when they are going to have those kinds of discussions so that they can pay for the growth that is occurring. Mr. Tymesen said that impact fees have a specific, long term use. They will help build a building, but don't help with any maintenance or personnel. He noted that the City continues to do more with less and the challenge will be new revenue streams. He further commented that the legislators did good work in collecting sales tax on online sales. The City doesn't have authority to do a local option tax, but they could also look at general obligation bonds.

Mayor Widmyer said that the difference between 2020 and 2021 is that they have taken money out of the Fund Balance, which is not sustainable. They have some really nice assets that they have built over the last ten years, but as each year goes by, there is some maintenance that will be required, which is something that Council needs to think about as the City doesn't necessarily have a reserve fund, and maintenance will become increasingly more expensive. The big issue will be when the urban renewal district closes, as Council needs to look at creating some reserve funds. The Mayor further noted that if revenues don't come back next year, they won't be able to dip into the Fund Balance next year, so he is hopeful for strong new growth and that sales tax revenues come back.

Councilmember Wood said that she appreciated the time that the Mayor has put into trying to fine revenue.

Motion failed, with Councilmembers Gookin and English voting Aye.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 20-043**, Setting Preliminary Budget for Fiscal Year 2020-2021 and scheduling a public hearing for September 1, 2020.

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

Motion carried.

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

The meeting adjourned at 8:01 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

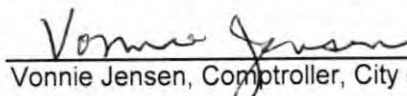
AUG 7 2020

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

CITY CLERK

FUND	BALANCE 6/30/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2020
<u>General-Designated</u>	\$1,596,563	\$2,264	\$16,374	\$1,582,453
<u>General-Undesignated</u>	7,406,870	23,083,553	15,728,988	14,761,435
<u>Special Revenue:</u>				
Library	166,278	635,352	184,109	617,521
CDBG	11,358		3,348	8,010
Cemetery	100,981	34,866	29,406	106,441
Parks Capital Improvements	986,618	11,227	20,380	977,465
Impact Fees	4,068,221	193,153		4,261,374
Annexation Fees	95,133	64		95,197
Cemetery P/C	1,352,769	6,510	17,221	1,342,058
Jewett House	28,408	784	1,701	27,491
Reforestation	27,037	2,018		29,055
Street Trees	203,989	4,336	15,573	192,752
Community Canopy	3,248	2		3,250
Public Art Fund	87,776	73	21,200	66,649
Public Art Fund - ignite	503,387	337		503,724
Public Art Fund - Maintenance	130,744	88	4,232	126,600
<u>Debt Service:</u>				
2015 G.O. Bonds	599,431	320,305	828,612	91,124
<u>Capital Projects:</u>				
Street Projects	832,662	557	59,327	773,892
<u>Enterprise:</u>				
Street Lights	131,127	52,714	99,156	84,685
Water	535,329	640,100	1,015,330	160,099
Water Capitalization Fees	7,761,983	106,824		7,868,807
Wastewater	9,196,288	1,022,864	805,261	9,413,891
Wastewater - Equip Reserve	1,282,712	27,500		1,310,212
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	3,294,945	299,037		3,593,982
WW Property Mgmt	60,668			60,668
Sanitation	1,753,506	364,706	359,892	1,758,320
Public Parking	234,905	69,786	43,372	261,319
Drainage	1,332,443	91,488	15,976	1,407,955
Wastewater Debt Service	1,079,024	264,833	264,111	1,079,746
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	231,969	222,986	231,981	222,974
Police Retirement	840,533	14,605	28,965	826,173
Sales Tax	1,697	1,546	1,697	1,546
BID	250,665	12,195	43,500	219,360
Homeless Trust Fund	607	516	607	516
GRAND TOTAL	\$47,689,874	\$27,487,189	\$19,840,319	\$55,336,744

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
TEN MONTHS ENDED
July 31, 2020

RECEIVED

AUG 7 2020

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$200,358	79%
	Services/Supplies	11,400	3,357	29%
Administration	Personnel Services	209,521	173,739	83%
	Services/Supplies	7,200	1,004	14%
Finance	Personnel Services	679,466	547,299	81%
	Services/Supplies	518,050	518,987	100%
Municipal Services	Personnel Services	1,273,999	1,005,088	79%
	Services/Supplies	546,375	553,144	101%
	Capital Outlay			
Human Resources	Personnel Services	328,696	271,389	83%
	Services/Supplies	71,823	49,152	68%
Legal	Personnel Services	1,240,704	1,062,493	86%
	Services/Supplies	51,153	36,166	71%
Planning	Personnel Services	675,488	540,097	80%
	Services/Supplies	297,800	152,685	51%
	Capital Outlay			
Building Maintenance	Personnel Services	383,106	270,024	70%
	Services/Supplies	172,875	177,930	103%
	Capital Outlay	120,000	125,518	105%
Police	Personnel Services	14,216,783	11,450,918	81%
	Services/Supplies	1,617,216	941,265	58%
	Capital Outlay	140,161	39,748	28%
Fire	Personnel Services	9,911,402	8,567,649	86%
	Services/Supplies	641,095	487,279	76%
	Capital Outlay	23,000	22,224	97%
General Government	Services/Supplies	125,750	1,542,407	1227%
	Capital Outlay		302,998	
Police Grants	Personnel Services		53,731	
	Services/Supplies		78,599	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		4,034	
	Capital Outlay			
Streets	Personnel Services	3,086,704	2,669,081	86%
	Services/Supplies	1,797,404	946,620	53%
	Capital Outlay	155,000	173,253	112%
Parks	Personnel Services	1,684,388	1,291,238	77%
	Services/Supplies	687,150	427,441	62%
	Capital Outlay	126,000	111,621	89%

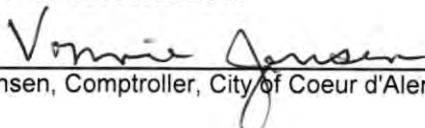
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	431,690	78%
	Services/Supplies	196,280	78,317	40%
	Capital Outlay	9,500	9,500	100%
Building Inspection	Personnel Services	898,321	728,854	81%
	Services/Supplies	41,256	17,937	43%
	Capital Outlay	24,233	24,089	99%
Total General Fund		<u>42,779,932</u>	<u>36,088,921</u>	<u>84%</u>
Library	Personnel Services	1,353,266	1,080,424	80%
	Services/Supplies	252,500	179,514	71%
	Capital Outlay	180,000	123,115	68%
CDBG	Services/Supplies	597,467	86,212	14%
Cemetery	Personnel Services	190,877	152,443	80%
	Services/Supplies	105,950	68,232	64%
	Capital Outlay	72,800	68,211	94%
Impact Fees	Services/Supplies	360,000	238,052	66%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	564,500	1,182,925	210%
Cemetery Perpetual Care	Services/Supplies	191,500	159,377	83%
Jewett House	Services/Supplies	28,853	8,347	29%
Reforestation	Services/Supplies	5,000	(1,100)	-22%
Street Trees	Services/Supplies	104,000	61,142	59%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	79,593	22%
		<u>4,477,013</u>	<u>3,585,735</u>	<u>80%</u>
Debt Service Fund		<u>878,932</u>	<u>878,931</u>	<u>100%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay		15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472	11,784	
Kathleen Avenue Widening	Capital Outlay	445,000	35,802	8%
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015	7,766	15%
Industrial Park Loop & Atlas	Capital Outlay	804,500	535,357	67%
Downtown Signal Imprvmnts	Capital Outlay	10,000	25,618	256%
Atlas Waterfront Project	Capital Outlay		87,924	
NW Blvd Traffic Signals	Capital Outlay		293,220	
		1,611,812	1,236,846	77%
Street Lights	Services/Supplies	706,000	505,091	72%
Water	Personnel Services	2,166,893	1,797,212	83%
	Services/Supplies	4,778,418	1,332,854	28%
	Capital Outlay	7,676,000	4,038,181	53%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	2,175,824	75%
	Services/Supplies	6,874,376	2,140,305	31%
	Capital Outlay	4,710,000	2,547,060	54%
	Debt Service	2,176,363	998,219	46%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	3,959,644	3,170,008	80%
Public Parking	Services/Supplies	1,351,011	742,312	55%
	Capital Outlay	24,000	29,125	121%
Drainage	Personnel Services	118,155	97,679	83%
	Services/Supplies	798,391	273,652	34%
	Capital Outlay	905,000	259,402	29%
Total Enterprise Funds		44,305,549	20,106,924	45%
Kootenai County Solid Waste		2,885,000	2,044,994	71%
Police Retirement		184,241	152,624	83%
Business Improvement District		176,000	120,000	68%
Homeless Trust Fund		4,800	4,872	102%
Total Fiduciary Funds		3,250,041	2,322,490	71%
TOTALS:		\$97,303,279	\$64,219,847	66%

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


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

RECEIVED


AUG 7 2020

CITY CLERK

City of Coeur d Alene
Cash and Investments
7/31/2020

Description	City's Balance
U.S. Bank	
Checking Account	2,462,221
Checking Account	36,724
Investment Account - Police Retirement	814,322
Investment Account - Cemetery Perpetual Care Fund	1,337,620
Idaho Central Credit Union	
Certificate of Deposit	267,679
Idaho State Investment Pool	
State Investment Pool Account	49,154,218
Spokane Teacher's Credit Union	
Certificate of Deposit	255,376
Numerica Credit Union	
Certificate of Deposit	1,006,459
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u>55,336,744</u>

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



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

August 10, 2020
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

STAFF

Juanita Knight, Senior Legal Assistant
Lee White, Chief of Police
Troy Tymesen, City Administrator
Mike Gridley, City Attorney

Item 1. Police Department Presentation.
(Information Only)

Chief White provided an overview of the Police Department and what the department has been up to the last 12 months. He explained that the PD has 113 total employees of which 91 are sworn. They have Two divisions, Patrol and Investigations. Sworn supervision consists of 2 Captains., 5 Lieutenants, and 12 Sargent's. Last year they had 42,717 calls for service (CFS) which is a slight decrease from last year. The PD put together a crime reduction strategy the end of 2014 and beginning of 2015. The three main areas of emphasis are Crime reduction, Development of our Employees, and Awesome Customer Service.

Chief White also highlighted that since 2014 Part 1 crimes in the city have dropped 60%; Traffic accidents YTD down 25% reportable, 25% fatal and injury crashes, 60% vehicle vs bike crashes; Strong focus on community interaction; Professional competency in numerous high-profile indigents; Transparency, accountability, professionalism; and Leaders in law enforcement. The PD has partnerships with the DEA and ISP for investigating drug crimes; has a new HIDTA (High Intensity Drug Trafficking Area) task force designation by the United States Government which was a combined effort between his office and the US Attorney's office, the Idaho State Police and Kootenai County Sheriff's office; and the PD has a good partnership with other agencies for major events.

Chief White said there is a Free Public Crime Map Service at www.cityprotect.com. Maps are updated 2 times daily; shows location of registered sex offenders; there is online tip reporting; and you can get email alerts by location, crime and/or time.

Councilmember Evans asked the Chief to provide examples of Part 1 crimes. Chief White said it's basically all the persons crimes, i.e. homicide, rape, burglaries, robbery, domestic abuse.

Councilmember Wood asked where the major high traffic accident areas are. Chief White said they look at accident information in aggregate. The traffic division will look at an entire year span, and then a month, and then a week. Then they deploy resources accordingly. They also look at areas that based on complaints. They focus on areas when school starts and they also do winter driving education.

Councilmember English asked about the 60% decrease in vehicle vs. bike crashes and asked if they know why there is a decrease. Chief White said he doesn't know why the decrease as they keep stats on why things increase, but not decrease. He could look further into it if Councilmember English would like. Councilmember English said no, that is fine.

Councilmember Wood asked the Chief to expand more on the Use of Force Commission. Chief White said in 2014 they established a citizen use of force board. The board is convened when there is a matter that is in the grey area or something that may or may not fall in line with the PD's policies. He said he believes there are approximately 20 citizens on the board and they convene 6 members to hear a case. Once the matter is reviewed, the board will provide a report to the Chief and he renders action, if needed.

Councilmember Wood said Marshall Mend asks her often what the Police are doing as far as Community Engagement is concerned. She noted that Mr. Mend has some good ideas for giveaways and will suggest she contact Chief White. Chief White said other community engagement they are involved in are Crime Prevention, Community meetings, Coffee with a cop, Police Athletic League, Annual Toy Drive, Clean-up, coaching, and other off-duty volunteer work.

Councilmember Wood asked Chief White to talk about police presence downtown during the protests. Chief White said there was a significant amount of police presence downtown and around the city. The Chief said he deployed them different than you saw in many other cities. He said if you put a line of cops in front of City Hall, then you get a line of demonstrators in front of City Hall, and that is your flash point. If something went south, they were 100% ready to handle it. He noted that the PD treads lightly in that they respect everyone's constitutional rights, all of them. Councilmember Wood she wanted to dispel rumors that the Police asked the armed citizens to come downtown to stand in on their behalf. Chief White said, "No, they did not."

Councilmember Wood asked Chief White to talk about how the interactions were between the protestors and the armed citizens. Chief White said there were no crimes or acts of violence reported by either side during that time. It was reported that both sides had very respectful interactions. If behavior was looking to be disruptive there were people on both sides working to temper it and keep things peaceful. He said things might have gone a little bit different had there been a number of officers in uniform trying to give out that same message.

Councilmember English asked about the increase in Conspiracy on the CompStat report. Chief White noted that Conspiracy is typically two people engaging in some kind of furtherance in criminal behavior. The increase can be caused by a scenario of a group of people committing a number of vehicle burglaries in one night. So, all of those people would be charged with Conspiracy, causing the numbers to jump.

Councilmember Wood asked Chief White to speak more about the CompStat report. Chief White said it begins with computer statistics. They take a look at the types of crime that are occurring, when and where they are occurring, and will plot them on maps and they will talk about all of the crime types. It's a blend between using statistics to map crime and put resources in the locations at times that were most likely to experience the crimes. It also has a large intelligence-based model behind it. They will have folks from patrol, detectives, and crime analysis in monthly, weekly, and daily briefings to figure out what is occurring in the city and how can we improve it as well as look what might be on the horizon. Councilmember Wood said what she notices about CompStat is that it is very strategic and not reactive.

The meeting adjourned at 12:34 p.m.

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

DATE: AUGUST 11, 2020
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 15, 2020

Mayor Widmyer,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-3-20	Applicant: Rock & Robyn Investments, LLC Location: 647 E. Best Avenue Request: A proposed zone change from R-12 to R-17	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **September 15, 2020**

RESOLUTION NO. 20-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND APPROVING THE FOLLOWING AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR LILAC GLEN [SS-6-14]; LANDSCAPE AGREEMENT AND SECURITY FOR LILAC GLEN [SS-6-14]; GRANT DEED FOR RIGHT-OF-WAY AND UTILITY EASEMENT DEDICATION WITH LAUNDER PROPERTIES, LLC, FOR PROPERTY LOCATED ALONG 8TH STREET BETWEEN LAKESIDE AND SHERMAN AVENUES; AND GRANT DEED FOR RIGHT-OF-WAY AND UTILITY EASEMENT DEDICATION WITH CRYSTAL CREEK, LLC, FOR PROPERTY LOCATED ABUTTING ALPS STREET.

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

- A) Final Plat, Subdivision Improvement Agreement, and Security for Lilac Glen [SS-6-14];
- B) Landscape Agreement and Security for Lilac Glen [SS-6-14];
- C) Grant Deed for Right-of-Way and Utility Easement Dedication with Launder Properties, LLC, for property located along 8th Street between Lakeside and Sherman Avenues;
- D) Grant Deed for Right-of-Way and Utility Easement Dedication with Crystal Creek, LLC, for property located abutting Alps Street; and

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

NOW, THEREFORE,

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

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

DATED this 18th day of August, 2020.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: August 18, 2020
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Lilac Glen: Final Plat, Subdivision Improvement Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a fifteen (15) lot residential development.
2. Approval of the subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: Suzanne Metzger, Managing Member
Lilac Glen, LLC
243 W. Sunset Avenue
Coeur d'Alene, ID 83815
- b. Location: +/- 13.03 acres located south of Pennsylvania Avenue, east of I-90.
- c. Previous Action:
 1. Preliminary plat approval, July 8, 2014.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$57,313.11 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Concrete sidewalk & curb, storm water drainage facilities, signs, roadway & 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 November 1, 2020.

DECISION POINT RECOMMENDATION

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

LILAC GLEN

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

RECORD INFORMATION

- R1 - PLAT OF FOSS ADDITION, RECORDS OF KOOTENAI COUNTY, IDAHO, RECORDED AT BOOK D, PAGE 99 OF PLATS
- R2 - RECORD OF SURVEY, BOOK 27, PAGE 140, INSTRUMENT #2335096000, RECORDS OF KOOTENAI COUNTY, IDAHO
- R3 - RECORD OF SURVEY, BOOK 15, PAGE 161, INSTRUMENT #1366853, RECORDS OF KOOTENAI COUNTY, IDAHO
- R4 - RECORD OF SURVEY, BOOK 25, PAGE 359, INSTRUMENT #2156477000, RECORDS OF KOOTENAI COUNTY, IDAHO
- R5 - HIGHWAY PLANS FOR FEDERAL AID PROJECT NO 7-90-1(7)11
- D1 - WARRANTY DEED RECORDED UNDER INSTR. NO. 2676322000, RECORDS OF KOOTENAI COUNTY, IDAHO

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°54'02" W	105.54
L2	S 89°55'36" W	110.31
L3	N 63°17'07" E	51.00
L4	N 82°12'52" E	56.88
L5	S 26°55'43" E	81.56
L6	S 26°55'43" E	15.77
L7	N 33°50'18" W	74.84
L8	S 89°12'42" W	109.31
L9	N 50°18'02" W	20.19
L10	N 73°59'44" E	87.53
L11	S 43°52'56" E	48.05
L12	N 20°06'09" W	39.58
L13	N 22°16'55" E	26.36
L14	N 89°47'57" E	14.17
L15	S 07°54'42" W	50.36
L16	N 00°48'00" W	16.34
L17	N 89°19'33" E	24.93
L18	N 89°06'51" E	31.87
L19	S 50°18'02" E	58.45
L20	N 81°51'48" E	15.00
L21	N 89°55'45" E	4.49
L22	N 00°48'00" W	16.96
L23	N 36°45'09" W	24.71
L24	N 89°12'24" E	37.90
L25	N 77°36'28" E	66.10

CURVE TABLE

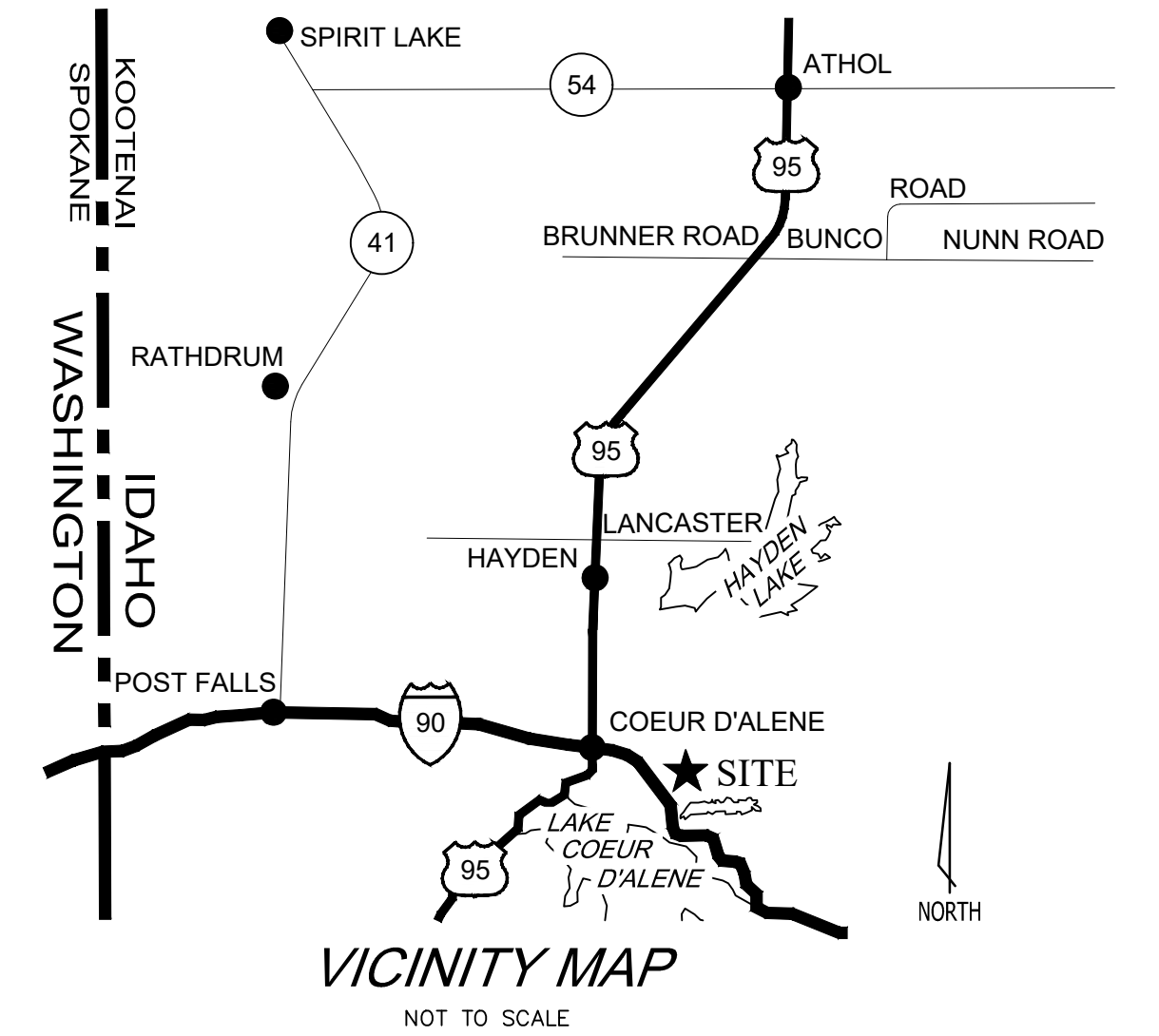
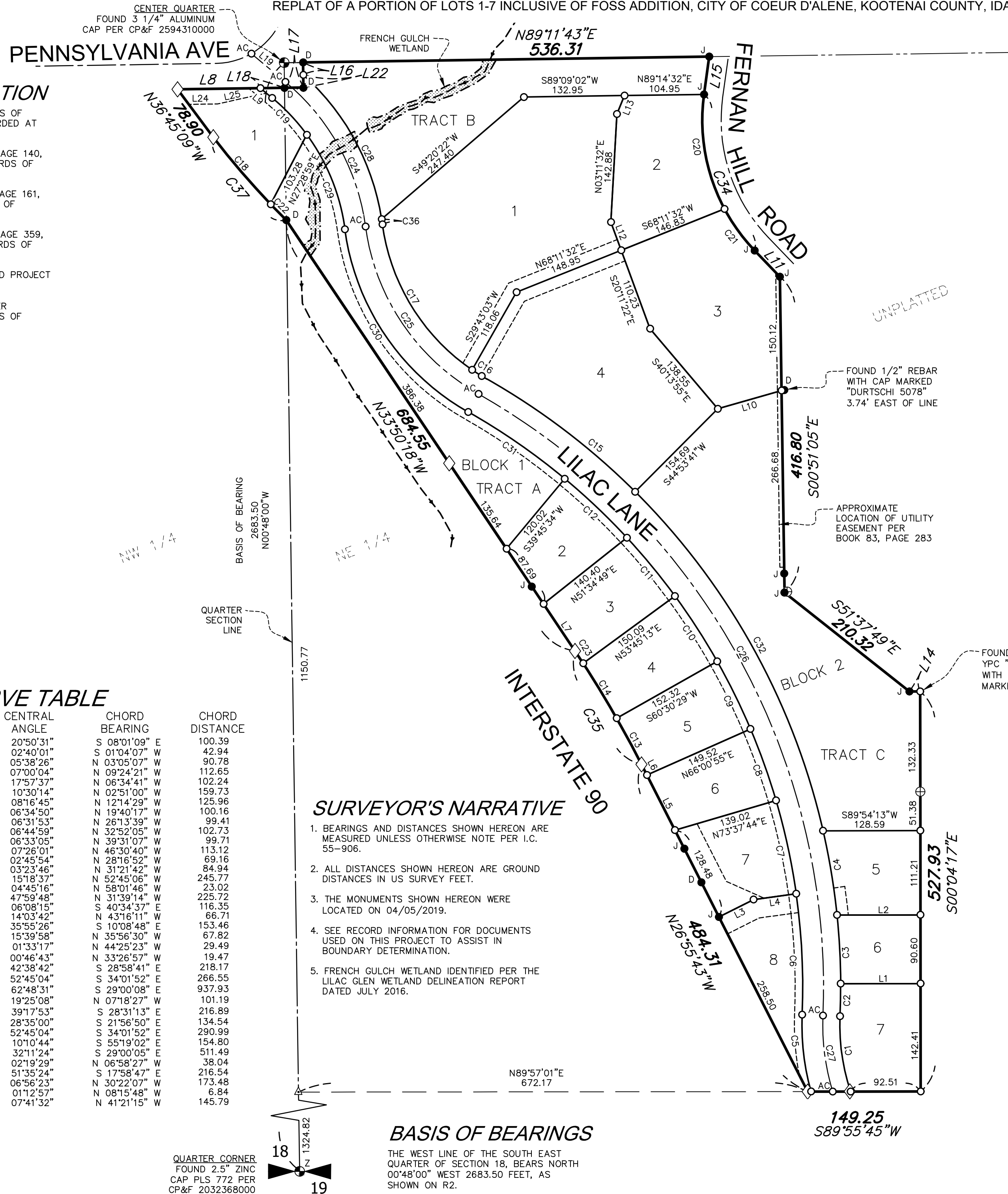
CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	100.94	277.50	20°50'31"	S 08°01'09" E	100.39
C2	42.94	922.50	02°40'01"	S 01°04'07" W	42.94
C3	90.81	922.50	05°38'26"	N 03°05'07" W	90.78
C4	112.72	922.50	07°00'04"	N 09°24'21" W	112.65
C5	102.66	327.50	17°57'37"	N 06°34'41" W	102.24
C6	159.95	872.50	10°30'14"	N 02°51'00" W	159.73
C7	126.08	872.50	08°16'45"	N 12°14'29" W	125.96
C8	100.21	872.50	06°34'50"	N 19°40'17" W	100.16
C9	99.46	872.50	06°31'53"	N 26°13'39" W	99.41
C10	102.78	872.50	06°44'59"	N 32°52'05" W	102.73
C11	93.76	872.50	06°33'05"	N 39°31'07" W	99.71
C12	113.20	872.50	07°26'01"	N 46°30'40" W	113.12
C13	69.16	1433.20	02°45'54"	N 28°16'52" W	69.16
C14	84.95	1433.20	03°23'46"	N 31°21'42" W	84.94
C15	246.50	922.50	15°18'37"	N 52°45'06" W	245.77
C16	23.03	277.50	04°45'16"	N 58°01'46" W	23.02
C17	232.46	277.50	47°59'48"	N 31°39'14" W	225.72
C18	116.41	1086.70	06°08'15"	S 40°34'37" E	116.35
C19	66.88	272.50	14°03'42"	N 43°16'11" W	66.71
C20	156.00	248.81	35°55'26"	S 10°08'48" E	153.46
C21	68.03	248.81	15°39'58"	N 35°56'30" W	67.82
C22	29.49	1086.70	01°33'17"	N 44°25'23" W	29.49
C23	19.48	1433.20	00°46'43"	N 33°26'57" W	19.47
C24	223.29	300.00	42°38'42"	S 28°58'41" E	218.17
C25	276.20	300.00	52°45'04"	S 34°01'52" E	266.55
C26	986.60	900.00	62°48'31"	S 29°00'08" E	937.93
C27	101.68	300.00	19°25'08"	N 07°18'27" W	101.19
C28	221.20	322.50	39°17'53"	S 28°31'13" E	216.89
C29	135.94	272.50	28°35'00"	S 21°56'50" E	134.54
C30	301.52	327.50	52°45'04"	S 34°01'52" E	290.99
C31	155.00	872.50	10°10'44"	S 55°19'02" E	154.80
C32	518.28	922.50	32°11'24"	S 29°00'05" E	511.49
C33	38.04	937.50	02°19'29"	N 06°58'27" W	38.04
C34	224.03	248.81	51°35'24"	S 17°58'47" E	216.54
C35	173.59	1433.20	06°56'23"	N 30°22'07" W	173.48
C36	6.84	322.50	01°12'57"	N 08°15'48" W	6.84
C37	145.89	1086.70	07°41'32"	N 41°21'15" W	145.79

SURVEYOR'S NARRATIVE

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

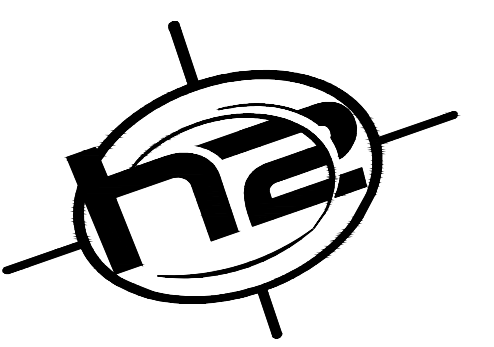
BASIS OF BEARINGS

THE WEST LINE OF THE SOUTH EAST QUARTER OF SECTION 18, BEARS NORTH 00°48'00" WEST 2683.50 FEET, AS SHOWN ON R2.

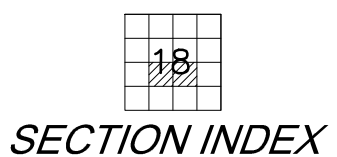


LEGEND

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



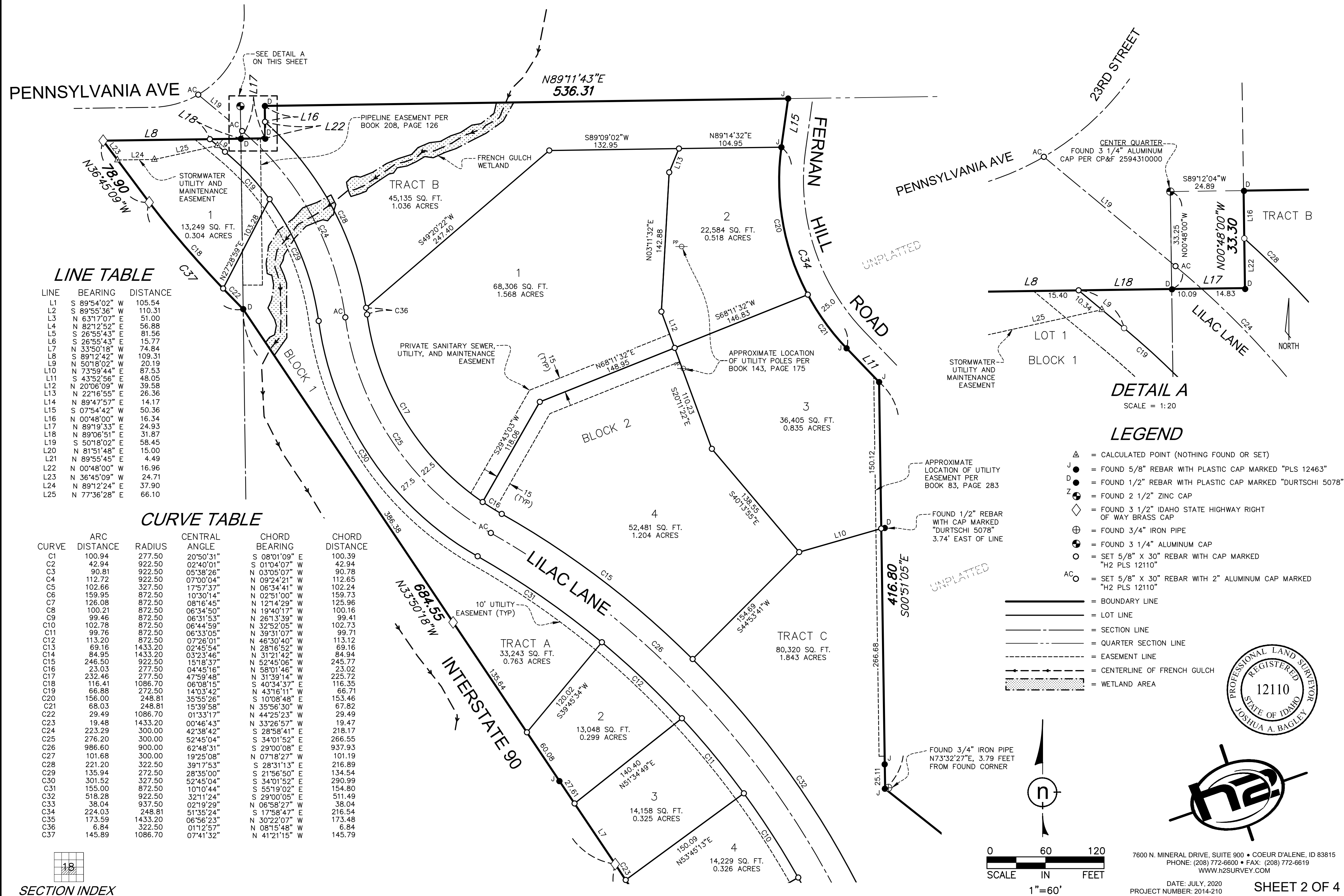
7600 N. MINERAL DRIVE, SUITE 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM



LILAC GLEN

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

BOOK _____, PAGE _____
INSTRUMENT # _____

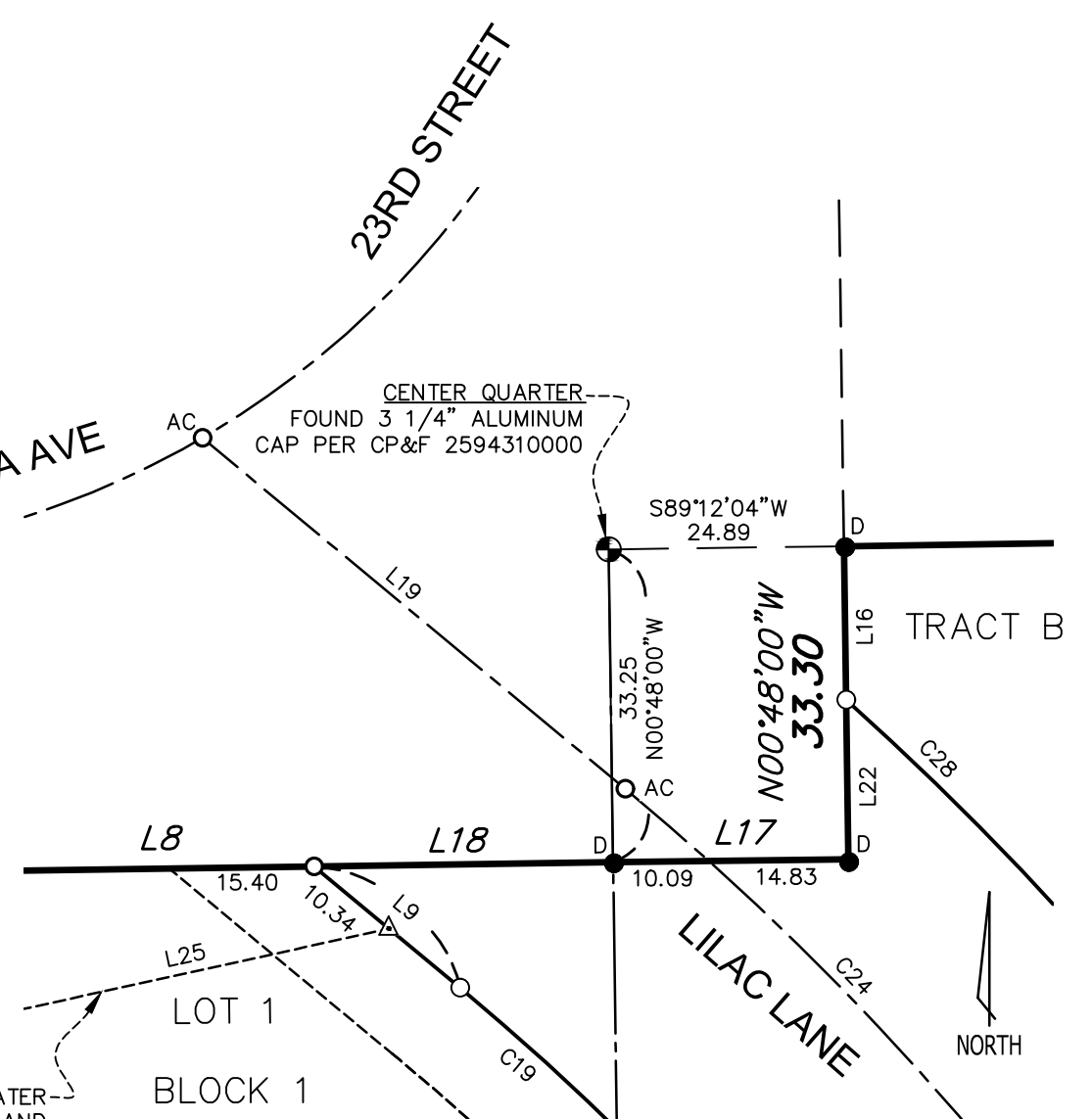


LINE TABLE

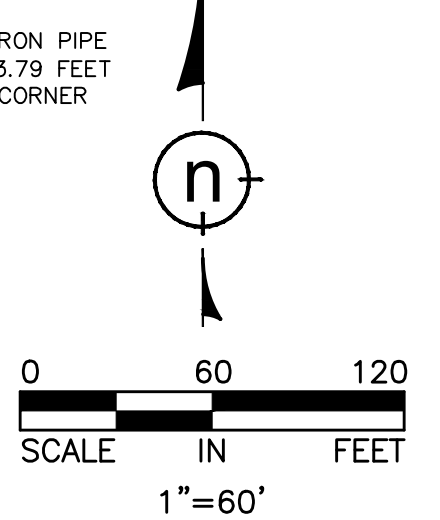
LINE	BEARING	DISTANCE
L1	S 89°54'02" W	105.54
L2	S 89°55'36" W	110.31
L3	N 63°17'07" E	51.00
L4	N 82°12'52" E	56.88
L5	S 26°55'43" E	81.56
L6	S 26°55'43" E	15.77
L7	N 33°50'18" W	74.84
L8	S 89°12'42" W	109.31
L9	N 50°18'02" W	20.19
L10	N 73°59'44" E	87.53
L11	S 43°52'56" E	48.05
L12	N 20°06'09" W	39.58
L13	N 22°16'55" E	26.36
L14	N 89°47'57" E	14.17
L15	S 07°54'42" W	50.36
L16	N 00°48'00" W	16.34
L17	N 89°19'33" E	24.93
L18	N 89°06'51" E	31.87
L19	S 50°18'02" E	58.45
L20	N 81°51'48" E	15.00
L21	N 89°55'45" E	4.49
L22	N 00°48'00" W	16.96
L23	N 36°45'09" W	24.71
L24	N 89°12'24" E	37.90
L25	N 77°36'28" E	66.10

CURVE TABLE

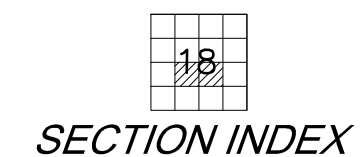
CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	100.94	277.50	20°50'31"	S 08°01'09" E	100.39
C2	42.94	922.50	02°40'01"	S 01°04'07" W	42.94
C3	90.81	922.50	05°38'26"	N 03°05'07" W	90.78
C4	112.72	922.50	07°00'04"	N 09°24'21" W	112.65
C5	102.66	327.50	17°57'37"	N 06°34'41" W	102.24
C6	159.95	872.50	10°30'14"	N 02°51'00" W	159.73
C7	126.08	872.50	08°16'45"	N 12°14'29" W	125.96
C8	100.21	872.50	06°34'50"	N 19°40'17" W	100.16
C9	99.46	872.50	06°31'53"	N 26°13'39" W	99.41
C10	102.78	872.50	06°44'59"	N 32°52'05" W	102.73
C11	99.76	872.50	06°33'05"	N 39°31'07" W	99.71
C12	113.20	872.50	07°26'01"	N 46°30'40" W	113.12
C13	69.16	1433.20	02°45'54"	N 28°16'52" W	69.16
C14	84.95	1433.20	03°23'46"	N 31°21'42" W	84.94
C15	246.50	922.50	15°18'37"	N 52°45'06" W	245.77
C16	23.03	277.50	04°45'16"	N 58°01'46" W	23.02
C17	232.46	277.50	47°59'48"	N 31°39'14" W	225.72
C18	116.41	1086.70	06°08'15"	S 40°34'37" E	116.35
C19	66.88	272.50	14°03'42"	N 43°16'11" W	66.71
C20	156.00	248.81	35°55'26"	S 10°08'48" E	153.46
C21	68.03	248.81	15°39'58"	N 35°56'30" W	67.82
C22	29.49	1086.70	01°33'17"	N 44°25'23" W	29.49
C23	19.48	1433.20	00°46'43"	N 33°26'57" W	19.47
C24	223.29	300.00	42°38'42"	S 28°58'41" E	218.17
C25	276.20	300.00	52°45'04"	S 34°01'52" E	266.55
C26	986.60	900.00	62°48'31"	S 29°00'08" E	937.93
C27	101.68	300.00	19°25'08"	N 07°18'27" W	101.19
C28	221.20	322.50	39°17'53"	S 28°31'13" E	216.89
C29	135.94	272.50	28°35'00"	S 21°56'50" E	134.54
C30	301.52	327.50	52°45'04"	S 34°01'52" E	290.99
C31	155.00	872.50	10°10'44"	S 55°19'02" E	154.80
C32	518.28	922.50	32°11'24"	S 29°00'05" E	511.49
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C36	6.84	322.50	01°12'57"	N 08°15'48" W	6.84
C37	145.89	1086.70	07°41'32"	N 41°21'15" W	145.79



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



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WWW.H2SURVEY.COM
DATE: JULY, 2020
PROJECT NUMBER: 2014-210



LILAC GLEN

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

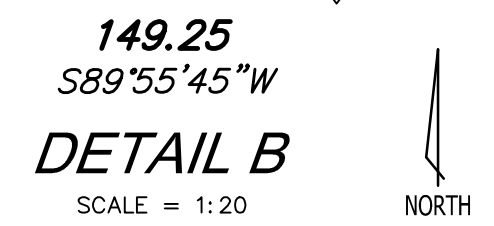
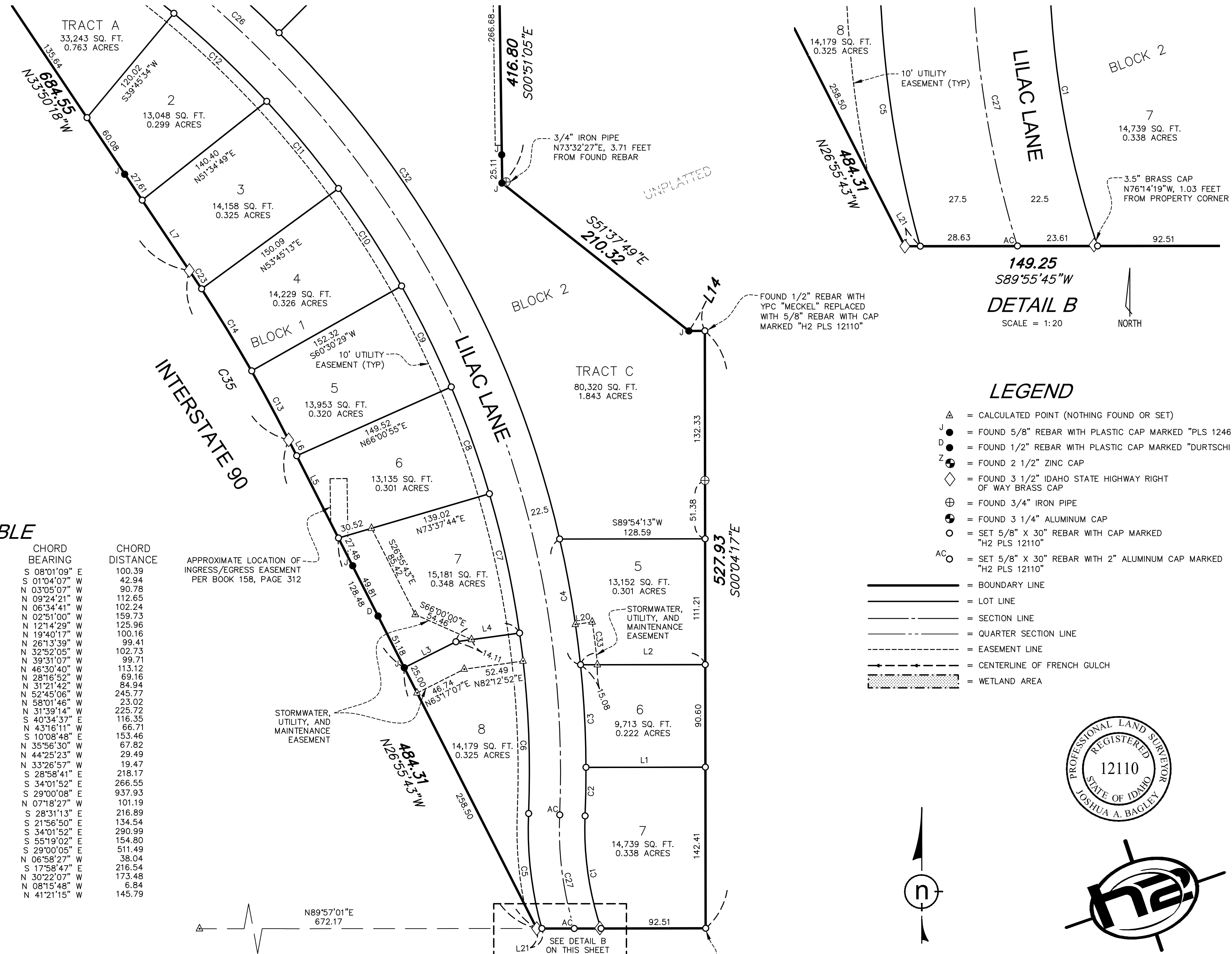
BOOK _____, PAGE _____
INSTRUMENT # _____

LINE TABLE

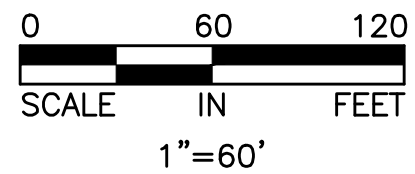
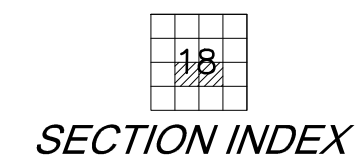
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LILAC GLEN

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

BOOK _____, PAGE _____

INSTRUMENT # _____

OWNER'S CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD AND SAID CURVE TO THE LEFT WITH A RADIUS OF 248.81 FEET, THROUGH A CENTRAL ANGLE OF 51°35'24", AN ARC DISTANCE OF 224.03 FEET;

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

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

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

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

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

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

CONTAINING 566,219 SQUARE FEET OR 12.998 ACRES, MORE OR LESS.

SUBJECT TO:
EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

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

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

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

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

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

UTILITY EASEMENT FOR COEUR D'ALENE HIGHWAY DISTRICT, AS RECORDED AUGUST 10, 1966 IN BOOK 208 OF DEEDS AT PAGE 126.

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

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

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

BE IT FURTHER KNOWN THAT:

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

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

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

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

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

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

OWNER'S CERTIFICATE

SUZANNE METZGER, AGENT
LILAC GLEN, LLC _____ DATE _____

CHARLEDA B. FOSS _____ DATE _____

MARALEE O. FOSS _____ DATE _____

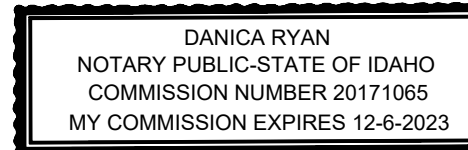
ACKNOWLEDGEMENT

STATE OF _____)
)SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____ IN THE YEAR OF 2020, BEFORE ME, DANICA BELL, PERSONALLY APPEARED SUZANNE METZGER, KNOWN OR IDENTIFIED TO ME TO BE THE REGISTERED AGENT FOR LILAC GLEN, LLC.

(NOTARY PUBLIC SIGNATURE)

RESIDING AT _____



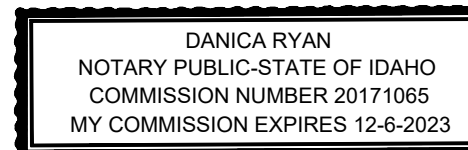
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)SS.
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ON THIS _____ DAY OF _____ IN THE YEAR OF 2020, BEFORE ME, DANICA BELL, PERSONALLY APPEARED CHARLEDA B. FOSS, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

(NOTARY PUBLIC SIGNATURE)

RESIDING AT _____



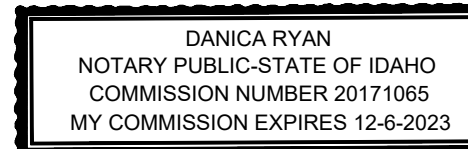
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STATE OF _____)
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RESIDING AT _____



PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER EXTENSIONS HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS _____ DAY OF _____, 2020.

HEALTH DISTRICT SIGNATURE

COUNTY RECORDER

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

THIS _____ DAY OF _____, 2020, AT _____ M. AND DULY

RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____ AS

INSTRUMENT NUMBER _____

FEE: \$ _____

BY DEPUTY: _____

KOOTENAI COUNTY RECORDER: JIM BRANNON

COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH _____ DAY OF _____, 2020.

KOOTENAI COUNTY TREASURER

CITY ENGINEER'S CERTIFICATE

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

CITY ENGINEER

CITY COUNCIL CERTIFICATE

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

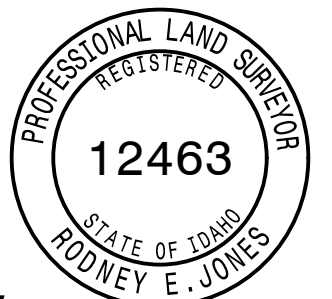
DATED THIS _____ DAY OF _____, 2020

CITY OF COEUR D'ALENE-CITY CLERK

COUNTY SURVEYOR

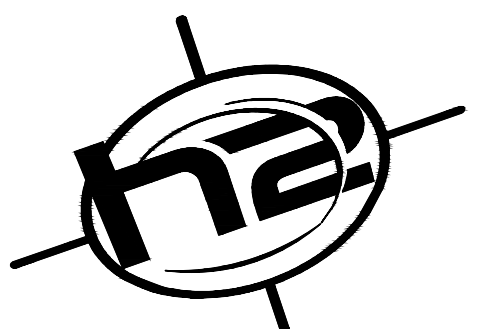
I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET

DATED THIS _____ DAY OF _____, 2020



SURVEYOR'S CERTIFICATE

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



7600 N. MINERAL DRIVE, SUITE 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: JULY, 2020
PROJECT NUMBER: 2014-210

SHEET 4 OF 4

AGREEMENT TO PERFORM SUBDIVISION WORK

Lilac Glen

THIS AGREEMENT made this 18th day of August, 2020 between Lilac Glen, LLC, whose address is 243 W. Sunset Avenue, Coeur d'Alene, ID 83815, with Suzanne Metzger, Managing Member, 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 Lilac Glen, a fifteen (15) lot, residential development in Coeur d'Alene, situated in the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Concrete sidewalk & curb, storm water drainage facilities, signs, roadway & and trail system, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of November, 2020. Said improvements are more particularly described on the submitted estimate of probable construction costs dated August 7, 2020 attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Lilac Glen Planned Development", dated September 20, 2016, stamped and signed by Scott L. McArthur, PE, #3817 of h2 Surveying & Engineering, whose address is 7600 N. Mineral Drive, Coeur d'Alene, ID 83815, 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 Fifty-seven Thousand Three Hundred Thirteen and 11/100 Dollars (\$57,313.11) 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

Steve Widmyer, Mayor

ATTEST:

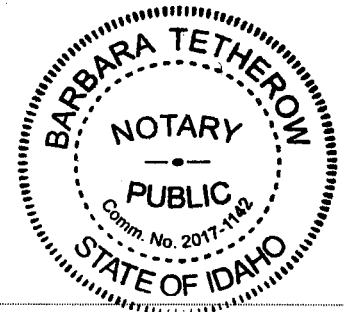
Renata McLeod, City Clerk

Developer

Suzanne Metzger

Suzanne Metzger, Managing Member

Barbara Tetherow

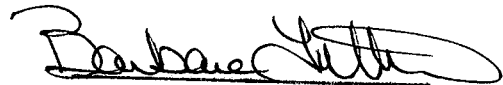
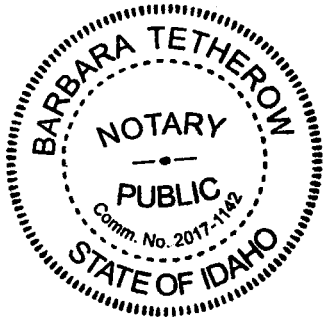


State of Idaho

County of Kootenai

On this 12 day of August, in the year 2020, before me, Barbara Tetherow
(Notary's name) a notary public, personally appeared Suzanne Metzger
(individual's name), personally known to me to be the person(s) whose name(s)
is (are) subscribed to the within instrument, and acknowledged to me that he
(she) (they) executed the same.

Seal



Notary Public

My Commission expires on: 12-22-23

EXHIBIT 'A'

Engineers Estimate of Probable Costs and Bond			
LILAC GLEN			
ENGINEERING BOND			
August 7, 2020			
# Item	Quantity	Estimated Unit Price	Estimated Total
1 Temporary Erosion Control	1 LS	\$ 480.00 /LS	\$ 480.00
2 Traffic Control	1 LS	\$ 860.00 /LS	\$ 860.00
3 Saw-Cut Asphalt/Curb	216 LF	\$ 2.00 /LF	\$ 432.00
4 Asphalt/Concrete Removal/Disposal	45 SY	\$ 16.00 /SY	\$ 720.00
5 Standard Curb and Gutter	152 LF	\$ 17.40 /LF	\$ 2,644.80
6 Standard Curb	170 LF	\$ 16.60 /LF	\$ 2,822.00
7 Sidewalk Underdrain	1 EA	\$ 1,500.00 /EA	\$ 1,500.00
8 Concrete Sidewalk (4" thick)	1,246 SF	\$ 5.65 /SF	\$ 7,039.90
9 24' wide Concrete Approach (6" thick)	240 SF	\$ 7.50 /SF	\$ 1,800.00
10 Pedestrian Ramp w/ ADA Pad	2 EA	\$ 750.00 /EA	\$ 1,500.00
11 3" HMA/6" Crushed Base (Road)	460 SY	\$ 20.90 /SY	\$ 9,614.00
12 2" HMA/4" Crushed Base (Trail)	68 SY	\$ 22.00 /SY	\$ 1,496.00
13 Subgrade Grading	6,238 SF	\$ 0.80 /SF	\$ 4,990.40
14 4" Topsoil/Seeding (Swale)	1,992 SF	\$ 0.67 /SF	\$ 1,334.64
15 Street Signage (Stop, Street Name)	1 LS	\$ 975.00 /EA	\$ 975.00
Engineers Estimated Construction Subtotal:			\$ 38,208.74
150% Bond Total:			\$ 57,313.11
Notes:			
1. Estimate based on remaining improvements required to complete the Final PUD improvements as of 3:00p on August 7, 2020.			
2. Estimate based on assumed quantities and current contractor bid estimates. h2 assumes no liability for accuracy of this estimate.			



CITY COUNCIL STAFF REPORT

DATE: August 18, 2020
FROM: Hilary Anderson & Sean Holms, Planning Department
SUBJECT: [S-6-14] Lilac Glen: Landscape Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the Landscape Agreement and Security.

HISTORY

- a. Applicant: Suzanne Metzger, Managing Member
Lilac Glen, LLC
243 W. Sunset Avenue
Coeur d'Alene, ID 83815
- b. Location: +/- 13.03 acres located south of Pennsylvania Avenue, east of I-90.
- c. Previous Action:
 1. Preliminary plat approval, July 8, 2014.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$36,543.00 which covers the outstanding cost of the uninstalled open space landscaping items that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Outdoor furniture, Irrigation Pipe System, Landscape Preparation, Hydro seeding, and Landscape Trees). The developer has stated that all open space landscaping installations will be complete by November 1, 2020.

DECISION POINT RECOMMENDATION

1. Approve the Landscape agreement and accompanying security.



- LEGEND**
- = FOUND MONUMENT PER LILAC GLEN PUD
 - = SET MONUMENT PER LILAC GLEN PUD
 - (SAN) = SANITARY SEWER MANHOLE
 - (ST) = STORM SEWER MANHOLE
 - WM = WATER METER
 - WV = WATER VALVE
 - UP = LIGHT POLE
 - UP = UTILITY POLE
 - = BOUNDARY LINE
 - = LOT LINE
 - = ADJACENT PROPERTY LINE
 - SS — SS = EXISTING SANITARY SEWER LINE
 - SSB — SSB = PROPOSED SANITARY SEWER LINE
 - SD — SD = STORM SEWER LINE
 - WB — WB = WATER LINE
 - UG — UG = UNDERGROUND GAS LINE
 - OE — OE = OVERHEAD ELECTRIC LINE
 - = RIGHT-OF-WAY LINE
 - X — X — = FENCE LINE
 - ⊗ = ROCK WALL (±87 LF)
 - ▨ = TYPICAL IRRIGATED LAWN (±2,250 SF)
 - ▩ = TYPICAL PLANTER BOX (BARK OR ROCK) (±1,728 SF)
 - ▭ = CONCRETE
 - ▨ = ASPHALT
 - ☀ = GRASS CLUMP (PER PUD - 8 EACH)
 - ☀ = SHRUB (PER PUD - 7 EACH)
 - ☀ = EVERGREEN TREE (PER PUD - 4 EACH)
 - ☀ = OAK TREE (PER PUD - 3 EACH)

SURVEYORS • ENGINEERS
7600 N. MINERAL DR., STE. 900
COEUR D'ALENE, IDAHO 83815
PHONE: (208) 772-6600
FAX: (208) 772-6619
WWW.H2SURVEY.COM

h2 h2 SLM SLM

1/24/2020

LILAC GLEN
OPEN SPACE EXHIBIT
CITY OF COEUR D'ALENE, IDAHO

EXHIBIT

SHEET #
PROJECT #
2014-210
DATE
7/24/2020

AGREEMENT TO PERFORM LANDSCAPE WORK

Lilac Glen

THIS AGREEMENT made this 18th day of August, 2020 between Lilac Glen, LLC, whose address is 243 W. Sunset Avenue, Coeur d'Alene, ID 83815, with Suzanne Metzger, Managing Member, 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 Lilac Glen, a fifteen (15) lot, three (3) tract residential development in Coeur d'Alene, situated in the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 1st day of November, 2020. Said improvements are more particularly described on the submitted estimate dated August 10, 2020 attached as Exhibit 'A', and, shown on the Landscape Plans, Page 1, titled "Lilac Glen Open Space Exhibit", dated July 24, 2020, stamped and signed by Scott L. McArthur, PE, #3817 of h2 Surveying & Engineering whose address is 7600 N. Mineral Drive, Coeur d'Alene, ID 83815, 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 Thirty-Six Thousand, Five Hundred Forty-Three and 00/100 Dollars (\$36,543.00) 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.

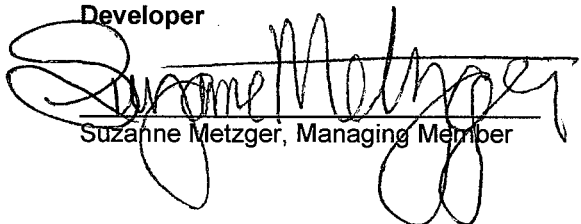
The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be 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

Steve Widmyer, Mayor

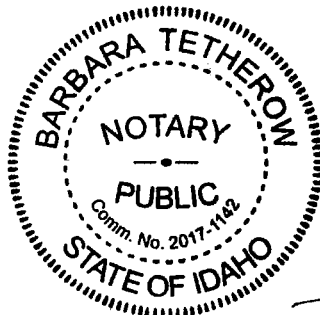
Developer

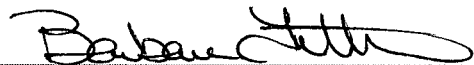


Suzanne Metzger, Managing Member

ATTEST:

Renata McLeod, City Clerk





State of Idaho

County of Kootenai

On this 12 day of August, in the year 2020, before me, Barbara Tetherow
(Notary's name) a notary public, personally appeared Suzanne Metzger
(individual's name), personally known to me to be the person(s) whose name(s)
is (are) subscribed to the within instrument, and acknowledged to me that he
(she) (they) executed the same.

Seal



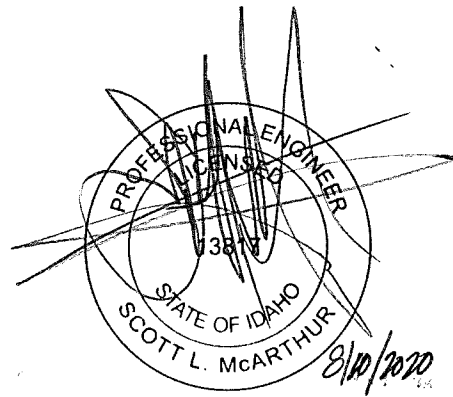
Handwritten signature of Barbara Tetherow in black ink.

Notary Public

My Commission expires on: 12-22-23

EXHIBIT 'A'

Engineers Estimate of Probable Costs and Bond			
LILAC GLEN			
PLANNING BOND			
August 10, 2020			
# Item	Quantity	Estimated Unit Price	Estimated Total
1 Open Space/Picnic Area Landscaping	1 LS	\$ 12,912.00 /LS	\$ 12,912.00
- Irrigation System Design/Build	1 LS		
- Landscape Poly Edging	230 LF		
- Oak Tree	3 EA		
- Shurb	7 EA		
- Grass Clump	8 EA		
- Bark Mulch in Planter Beds (3" depth)	17 CY		
- Topsoil (raked 4" uncompacted depth)	32 CY		
2 R/W Street Trees (6'-8' conifer)	32 EA	\$ 200.00 /EA	\$ 6,400.00
3 Hydroseeding (over raked topsoil)	1 LS	\$ 650.00 /LS	\$ 650.00
4 6' round picnic table/bench	1 LS	\$ 2,600.00 /LS	\$ 2,600.00
5 1" Irrigation Service (picnic Area)	1 LS	\$ 1,800.00 /LS	\$ 1,800.00
Engineers Estimated Construction Subtotal:			\$ 24,362.00
150% Bond Total:			\$ 36,543.00
<i>Notes:</i>			
1. Landscaping estimate provided by Clearwater Summit Group on August 5, 2020.			
2. Right of Way (R/W) Street Tree estimate assumes (6'-7' tall evergreen), price from local landscape specialist/installer.			



**CITY COUNCIL
STAFF REPORT**

DATE: August 18, 2020
FROM: Chris Bosley – City Engineer
SUBJECT: Acceptance of two Grant Deeds for dedication of Right-of-Way to the City of Coeur d’Alene.

DECISION POINT:

Staff is requesting acceptance of two Grant Deeds for dedication of Right-of-Way to the City of Coeur d’Alene.

HISTORY:

With two recent developments in the City, the developers were required to dedicate additional Rights-of-Way to the City. The first Grant Deed is for the dedication of 40 feet of Right-of-Way along Alps Street, west of Ramsey Road. This dedication of Right-of-Way was required to provide adequate Right-of-Way for the extension of Alps Street in association with the Blue Grass Lodge apartment development. The second Grant Deed is for dedication of 15’ of alley Right-of-Way between Sherman Avenue and Lakeside Avenue east of 8th Street. The originally platted Right-of-Way for the alley was vacated in 1905. This is the site where the “White House” was formerly located and has since been relocated. The current property owner wishes to redevelop the property, providing alley access to future homes. This Grant Deed rededicates the alley to the City for that purpose as well as providing access to existing wastewater utilities.

FINANCIAL ANALYSIS:

These two Grant Deeds result in a small reduction in taxable property, but provide the needed Rights-of-Way for these developments.

PERFORMANCE ANALYSIS:

Acceptance of these Grant Deeds will allow the City to provide routine maintenance of Alps Street and the wastewater pipe within an alley.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council accept the two Grand Deeds for dedication of Right-of-Way to the City of Coeur d’Alene.

RECORDING REQUESTED BY

Launder Properties, LLC
PO Box 1000
Coeur d'Alene, ID 83816

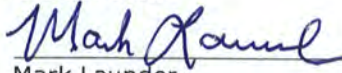
**GRANT DEED
RIGHT-OF-WAY AND UTILITY EASEMENT DEDICATION**

Know all men by these presents, that **Launder Properties, LLC**, an Idaho Limited Liability Company, whose address is PO Box 1000, Coeur d'Alene, ID, 83816 and **E. Allan Measom and Carol Measom, husband and wife**, whose address is 7507 W Ciano Lane, Houston TX, 77055, (hereafter called "GRANTORS"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootanei County, State of Idaho, receipt of which is acknowledged does hereby grant, quitclaim and convey unto the **City of Coeur d'Alene**, a municipal corporation (hereafter called "GRANTEE"), whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814 its successors and assigns, the following property, more particularly described in **Exhibit A** and depicted on **Exhibit B** as public Right-of-Way, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has subscribed their name to this instrument.

DATED this 29 day of July, 2020

GRANTORS:

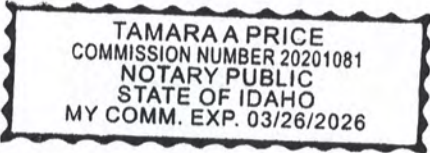


Mark Launder
Launder Properties, LLC



E. Allan Measom


Carol Measom

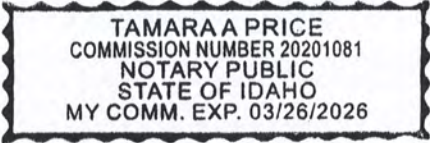


STATE OF Idaho)
)ss.
COUNTY OF Kootenai)

On this 29 day of July, 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Mark Launder, a Manager of Launder Properties, LLC, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Tamara A Price
Notary Public for the State of Idaho
Residing at: Kootenai
My Commission Expires: 3/26/26



STATE OF Idaho)
)ss.
COUNTY OF Kootenai)

On this 29 day of July, 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared E. Allan Measom and Carol Measom, husband and wife, known or subscribed and sworn to me to be the persons whose names are subscribed to the within instrument, and who acknowledged that they had authority to executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Tamara A Price
Notary Public for the State of Idaho
Residing at: Kootenai
My Commission Expires: 3/26/26

ACCEPTANCE

The undersigned, in his capacity as Mayor for the City of Coeur d'Alene, hereby accepts the grant of right-of-way and utility easement dedication herein.

CITY OF COEUR D'ALENE:

By: _____
Steve Widmyer, Mayor

Dated: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF Idaho)
)ss.
COUNTY OF Kootenai)

On this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Steve Widmyer, as Mayor of the City of Coeur d'Alene, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and who acknowledged that he had authority to executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Public for the State of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF Idaho)
)ss.
COUNTY OF Kootenai)

On this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Renata McLeod, as City Clerk of the City of Coeur d'Alene, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and who acknowledged that she had authority to executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Public for the State of Idaho
Residing at: _____
My Commission Expires: _____

EXHIBIT A

A strip of land being the 15 foot wide vacated alley per ordinance #144 (10/19/1905) centered on the property line between Lots 1-3 and Lots 10-12, Block Three, Amended Plat of O'Brien's First Additions to the Town of Coeur d'Alene, Filed in Book A, Page 99, Records of Kootenai County, lying in the Southeast Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, along with a portion of said Lot 12 more particularly described as beginning at the southwest corner of said Lot 12 thence N 0°04'46" E, 99.0 feet to the True Point of Beginning for this description;

Thence continuing along the said westerly property line of Lot 12 N 0°04'46" E, 6.0 feet to the intersection of the said westerly property line of Lot 12 and the south side of the said 15 foot wide vacated alley;

Thence East along the said south side of the 15 foot wide vacated alley 25.0 feet;

Thence S 76°30'31" W, 25.72 feet to the True Point of Beginning;

As depicted on EXHIBIT B.

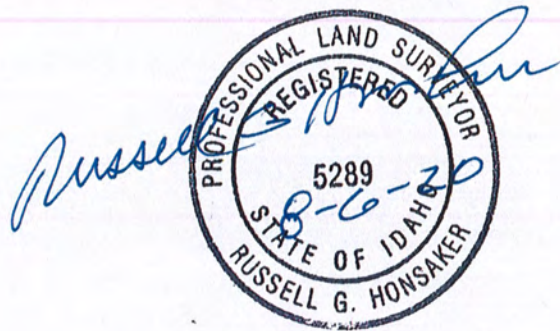
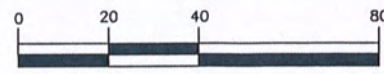


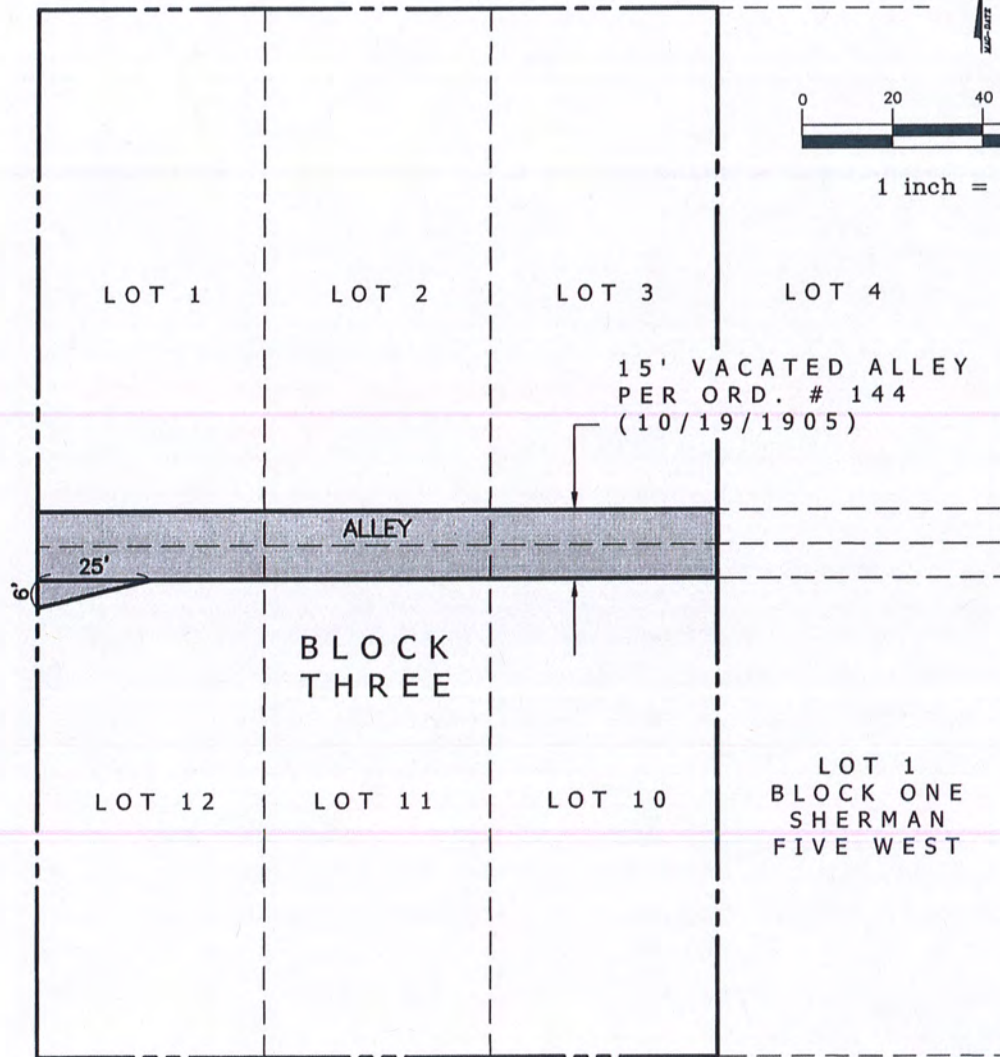
EXHIBIT B

LAKESIDE AVENUE

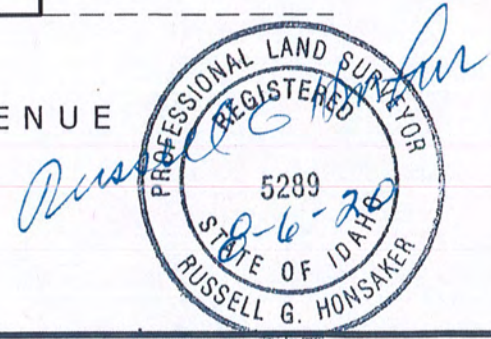


1 inch = 40 ft.

8 TH STREET



SHERMAN AVENUE



RIGHT-OF-WAY FOR AMENDED O'BRIEN'S 1ST ADD. TO CDA
 PORTION OF SEC13, T50N, R4W, BM
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

FRAME & S METANA, PA
 Consulting Engineers

FS

603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com

SHEET
 1 OF 1

SCALE: 1" = 40'	DATE: 08-06-20	FILE: O26 TOPO.dwg
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RECORDING REQUESTED BY:

Crystal Creek, LLC
PO Box 949
Hayden, ID 83835

**GRANT DEED
RIGHT-OF-WAY AND UTILITY EASEMENT DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that **Crystal Creek, LLC**, an Idaho Limited Liability Company, (hereafter called "GRANTOR"), whose address is PO Box 949, Hayden, ID, 83835, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged does hereby grant, quitclaim and convey unto the **City of Coeur d'Alene**, a municipal corporation (hereafter called "GRANTEE"), whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814, its successors and assigns, the following property, more particularly described in **Exhibit A** and depicted on **Exhibit B** as public Right-of-Way, attached hereto and incorporated herein by this reference, together with a 10' Public Utility Easement as described in **Exhibit C**.

IN WITNESS WHEREOF, Grantor has subscribed their name to this instrument.

DATED this 14 day of July, 20 20.

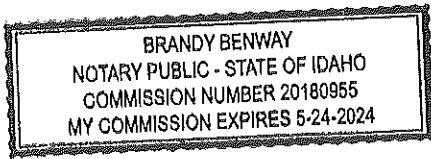
GRANTOR:

Steve White, Manager
Crystal Creek, LLC

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 14th day of January 20 20, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Steve White, a Manager of Crystal Creek, LLC, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Brandy Benway
Notary Public

Residing at: Post Falls

My Commission Expires: 5/24/2024

ACCEPTANCE

The undersigned, in his capacity as Mayor for the City of Coeur d'Alene, hereby accepts the grant of right-of-way and utility easement dedication herein.

CITY OF COEUR D'ALENE:

By: _____
Steve Widmyer, Mayor

Dated: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this ____ day of _____ 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Steve Widmyer, as Mayor of the City of Coeur d'Alene, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and who acknowledged that he had authority to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO

)

)ss.

COUNTY OF KOOTENAI

)

On this ____ day of _____ 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Renata McLeod, as City Clerk of the City of Coeur d'Alene, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and who acknowledged that she had authority to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Public

Residing at: _____

My Commission Expires: _____

EXHIBIT A

A strip of land being the South 40 feet of the East half of Tract 329 of the plat of Amended Plat of Hayden Lake Irrigated Tracts, filed in Book C of Plats, Page 67, Records of Kootenai County, lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho;

as depicted on EXHIBIT B.

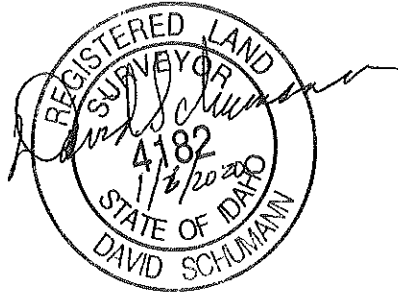


EXHIBIT B

E/2 W/2
TRACT 316
W OF TAX
21262

W 2/5 E/2
TRACT 316
E OF TAX
21262

INSTRUMENT
NUMBER
265928000

S/2 & S 3' E/2 N/2
TRACT 315

HAYDEN LAKE IRRIGATED
TRACTS AMENDED
(BOOK C / PAGE 67)

W/2
TRACT 329

E/2 TRACT 329

A PORTION OF
N/2 TRACT 330

PROVENCE TWENTY
(BOOK K / PAGE 177)

LOT 4

LOT 5

LOT 6

LOT 7

LOT 3
BLOCK 1

PYRENEES LOOP

LOT 2

LOT 1

LOT 1

LOT 2

BLOCK 2

10' PUBLIC UTILITY
EASEMENT

40' RIGHT-OF-WAY

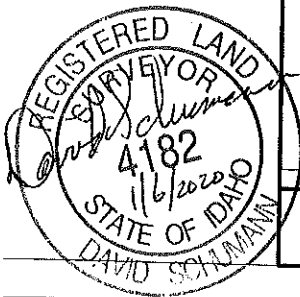
EX. 60' RIGHT-OF-WAY
ALPS STREET

EX. 20'
RIGHT OF WAY

LOT 2, BLOCK 16

COEUR D'ALENE PLACE
(BOOK G / PAGE 210)

LOT 1, BLOCK 16



SCALE: 1" = 100'



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM
Resolution No. 20-044

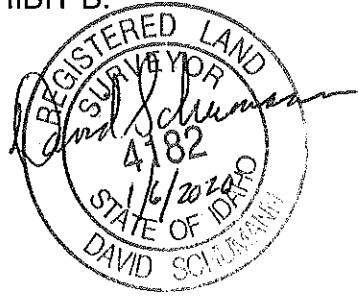
RIGHT-OF-WAY AND EASEMENT
A PORTION OF THE EAST HALF OF
TRACT 329 OF THE AMENDED PLAT OF
HAYDEN LAKE IRRIGATED TRACTS
LYING IN THE NE/4 OF THE NE/4 SEC.27,
T51N, R4W, B.M., CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, ID

DESIGNED BY:	DCD
DRAFTED BY:	WAL
SCALE:	1" = 100'
DATE:	11/27/2019
JOB NO:	LCE 19-039.2
Exhibit "D"	
FILE:	19-039.2 ROW XHBT.dwg

EXHIBIT C

A strip of land being the North 10 feet of the South 50 feet of the East half of Tract 329 of the plat of Amended plat of Hayden Lake Irrigated Tracts, filed in Book C of Plats, Page 67, Records of Kootenai County, lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho;

as depicted on EXHIBIT B.



OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: August 18, 2020
FROM: Terry Pickel, Water Department Director
SUBJECT: Request to waive annexation requirement for water service.

DECISION POINT: The property owner of a county parcel at the end of Cherry Hill Rd. is petitioning for water service and is requesting that City Council waive the current policy requirement for annexation.

HISTORY: The Water Service Outside City Limits policy, as revised April 1st of 2017, allows county property owners that abut City water mains to petition for a new water service if they meet the required criteria. If they had prior agreements with Idaho Water, or materially/monetarily participated in the water main construction, then they were automatically guaranteed right to service. Other lots that did not have grandfathered rights, but do abut an existing main and were platted prior to April 1st 2017, were granted the opportunity to petition for a new water service. Those lots were identified as part of the revised policy and the requirement for service were listed with them. Pre-existing subdivisions were identified in the policy as well as guaranteed service. The current property owner of 2411 E. Cherry Hill Rd. within the Les James subdivision wishes to petition for service to her adjacent county lot which was not included in the original subdivision. However, the lot is contiguous and the current policy requires that a property contiguous to the City Limits must annex for water service.

FINANCIAL ANALYSIS: The property owner is requesting that the policy requirement for annexation be waived by City Council due to financial hardship. Annexation will require property frontage improvements that are not required by the County. No other home in the subdivision has been required to make such frontage improvements so this would be the only home on a dead end, county maintained road with such improvements. The Water Department will not be monetarily affected either way. If the property owner is granted a waiver, water service would naturally be part of the agreement. If Council denies a waiver, then the property owner would be required to annex and the Water Department would then grant them service. The property owner and their engineering consultant requests the opportunity to address Council at this time.

PERFORMANCE ANALYSIS: The policy was designed to require annexation where possible but also allows flexibility for Council to exercise fair judgement where they see fit as good neighbors.

DECISION POINT: Should City Council grant a requested waiver of annexation and allow new water service to the Turkenburg county parcel # 50N03W-07-6600.



Waiver of Annexation Request



Waiver of Annexation Request



Waiver of Annexation Request

Thank you!



Memorandum

To: Terry Pickle, Superintendent
City of Coeur d'Alene Water Department

From: Sandy Young, President/Principal Planner *SY*

Re: Policy #17; Water Service Outside City Limits

Date: August 10, 2020

I am writing on behalf of my clients, Michelle and John Turkenburg. Michelle and John currently own two adjacent parcels:

Parcel 1 - 0-4920-002-012-A; .68 acres; 2411 E Cherry Hill Road;

Parcel 2 - 50N03W-07-6600; .68 acres; NHN E Cherry Hill Road.

The Turkenburg home is located on Parcel 1; Parcel 2 is vacant and unimproved.

Both parcels are in Kootenai County, outside of city limits. Parcel 1 is served by city water; sewage disposal is by private system.

In 2019, John Turkenburg, age 59, suffered a massive stroke. John is unable to walk or talk unassisted and will never work again. Michelle is his caregiver 24/7 and now the sole provider in the household.

It is essential that the Turkenburgs sell their two-story home and either purchase a new home or construct on their adjacent lot - Parcel 2. Michelle prefers the latter for several reasons, but her first and foremost reason is the support she and John receive from their neighbors. They have lived in their current home for 24 years and have formed strong ties in the neighborhood.

All of the homes in the Les James neighborhood, including the Turkenburg home, are on city water.

John is unable to navigate stairs unassisted. Bedrooms and showers are located on the 2nd floor of their current home. Michelle would like to construct a one-story home on Parcel 2 and remain in the County. However, because she desires a city water connection and is contiguous to a city parcel to the west, City policy requires annexation.

The city provides only water service to the Les James subdivision and would provide only water service to the Turkenburgs. Sewage disposal for Parcel 2 would be via septic tank and drainfield. Michelle has already obtained drainfield approval from Panhandle Health District.

As you know, the City's goals and policies for water service outside of city limits requires qualifying properties to annex, a reasonable request for properties that will also benefit from other city services, mainly sewer. However, with annexation Michelle and John can only acquire a water connection, just as their surrounding County neighbors have. The cost of the installation of a septic tank and drainfield still falls upon their shoulders.

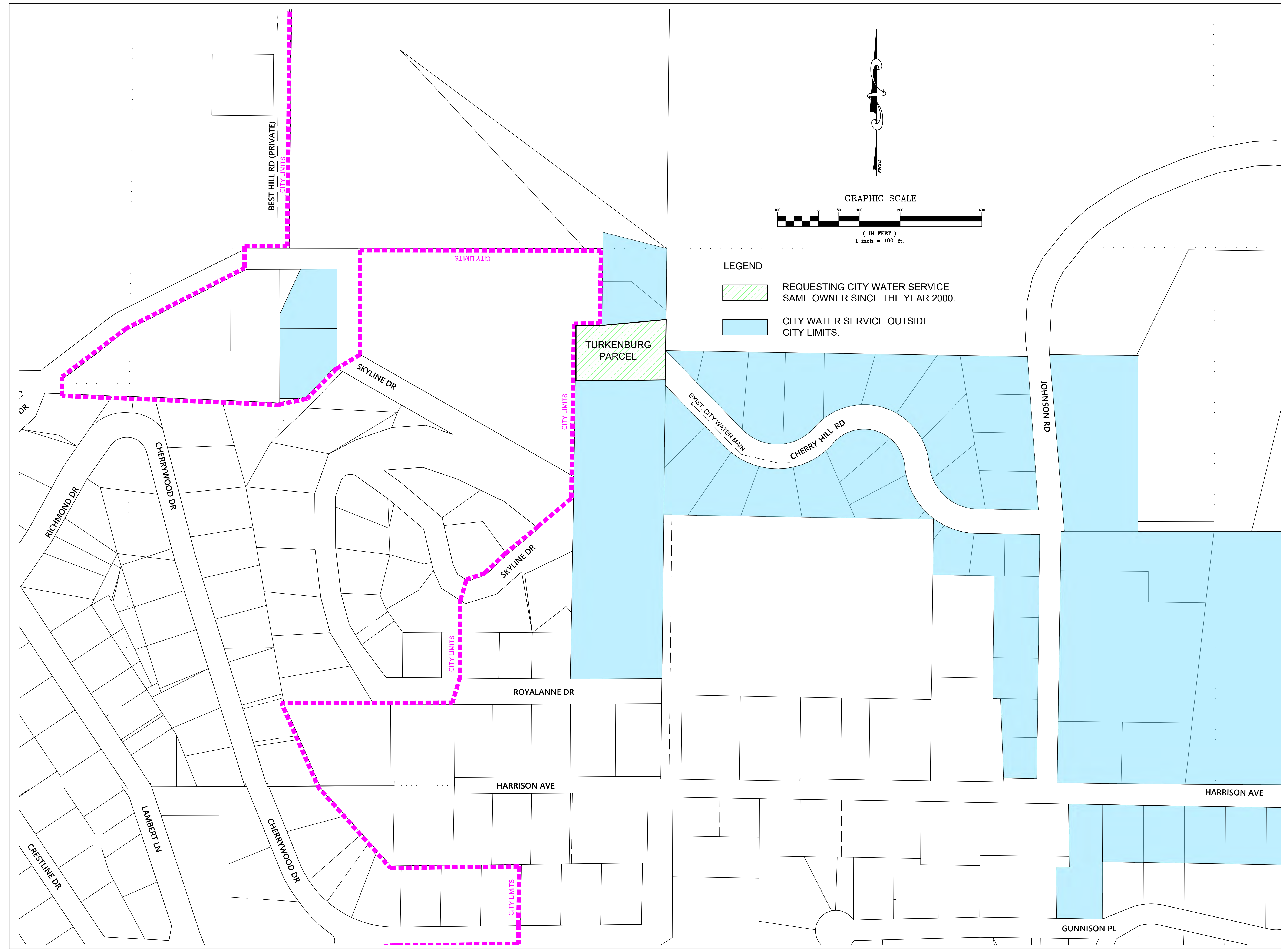
The City's policy is to allow Service Outside of City Limits for one residential hookup for a single-family residence if it can be proven by a preponderance of the evidence that Michelle and John meet all of the following conditions.

The conditions are as follows:

- Their parcel abuts city water service to which a service line can reasonably be connected;
This condition is met.
- The City's water service to other customers will not be reduced below adopted standards if the requested water service is provided;
This condition can be met.
- The property owners will sign an agreement consenting to subsequent annexation by the City at the City's discretion;
This condition will be met.
- The property owners agree, in writing, to convey, without cost, all water rights attached to the parcel to the City upon request.
This condition will be met.

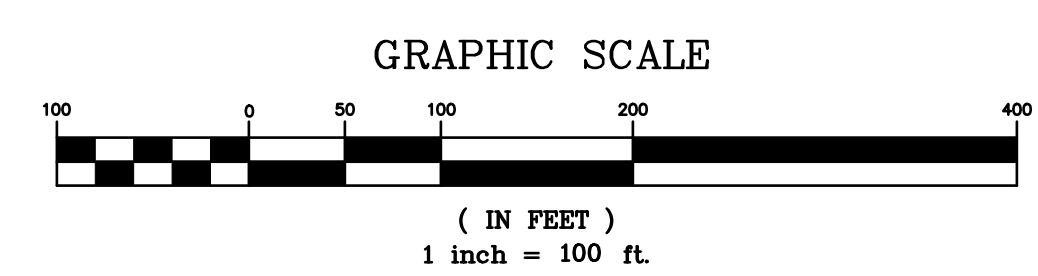
Please consider allowing the Turkenburgs a city water connection to construct a single-story home on Parcel 2, with full fees for that connection and subsequent service, with annexation deferred to a future date, that timing to be determined by the City.

Thank you for your consideration.



LEGEND

- REQUESTING CITY WATER SERVICE
SAME OWNER SINCE THE YEAR 2000.
- CITY WATER SERVICE OUTSIDE
CITY LIMITS.



verdis
 planning | design | engineering | construction
 Physical Address: 601 E Front Avenue, Suite #205
 Coeur d'Alene, ID 83814
 Phone: P: (208) 667-1214
 F: (208) 667-1214
 Mailing Address: Coeur d'Alene, ID 83816
 Web: www.verdisNW.com

PRELIMINARY

**EXHIBIT OF
 COEUR D'ALENE CITY
 WATER COVERAGE
 IN SEC. 7, T.50N., R.3W., B.M.,
 KOOTENAI COUNTY, IDAHO**

DATE: 08-10-2020
 JOB:
 DRAWN: DWJ
 CHECKED:
 REVISIONS:

NO:	DESCRIPTION:

PROJECT:
 CITY WATER
 CLIENT:
 TURKENBURG
 AIN:
 143119
 PARCEL:
 50N03W-07-6660
 ADDRESS:
 2411 E. CHERRY HILL RD
 COEUR D'ALENE, ID
 DRAWING FILE:
 TURKENBURG.DWG

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CITY COUNCIL CONSENT STAFF REPORT

DATE: August 18, 2020
FROM: Mike Becker, Capital Programs Manager, WW Department
SUBJECT: Professional Services Agreement for Professional Engineering Services with HDR Engineering, Inc.

DECISION POINT:

Should Council authorize the Wastewater Department (WW) to execute an agreement with HDR Engineering, Inc., 412 E. Parkcenter Blvd, Boise, ID 83706, for Professional Services associated with the Wastewater Department's Solids Handling Improvements Project at a cost of \$232,785.00.

HISTORY:

The City's Advanced Wastewater Treatment Facility (AWTF) dewateres anaerobically digested biosolids to reduce volume and weight prior to transportation to the City's Compost Facility. Presently, the AWTF operates a single centrifuge with a belt filter press (BFP) as a standby dewatering unit within the Solids Handling Building. A centrifuge employs centrifugal forces (spinning) to separate solid particles from the liquid. The BFP mechanically squeezes the liquid through a filter belt. The centrifuge produces a drier biosolids cake which greatly decreases hauling and compost processing costs. Excess water in the biosolids will adversely affect the composting production process too.

In January 2018, HDR working with the Wastewater Department evaluated the AWTF's existing dewatering equipment and solids handling facilities. They developed a conditional assessment and a Capital Improvement Plan (CIP) for the entire solids handling facility. Assuming a 20-year service life cycle, their analysis immediately identified replacing the BFP with another viable dewatering equipment alternative. To optimize biosolid cake production while minimizing constructability and long-term O&M costs, centrifuge equipment was selected.

This project will include the replacement of the existing belt filter press with a new centrifuge, new electrical and manufacturer control equipment and associated polymer and enhanced odor control equipment, as well as planning for other Solids Handling Building improvements that may, or may not, be implemented in conjunction with provision of the new dewatering equipment depending upon further progress evaluations and decision making in the course of project development.

FINANCIAL ANALYSIS:

A summary list of the tasks and costs are presented on the following page:

TASK	DESCRIPTION	COSTS
100	Project Management	\$21,908
200	Regulatory Liaison, Permits, and Approvals	\$1,472
300	Concepts Development and Evaluation	\$36,580
400	Core & Preliminary Design	\$155,296
500	Additional Project Elements & Design Development (Management Reserve)	Pending
600	Final Contract Documents	\$14,323
700	Solids Building Improvements and Centrifuge Installation Bidding Administration	\$3,206
800	Construction Phase Services	Future
900	Construction Phase Field Services	Future
1000	Post Construction and Close-out Services	Future
Total Excluding Tasks 500, 800-1000:		\$232,785

As design progresses under Tasks 300 and 400, some structural analysis and/or additional engineering may be required. A Management Reserve fund was set up for completing this task, and if needed, an amendment to the contract will be brought forth and presented to the City Council.

Funding for this project including engineering services is budgeted within the current FY 2019/2020 Financial Plan in the Wastewater Operating Fund under #031-022-4354-7998. This project will extend into FY 2020/2021 and be budgeted accordingly. A copy of the proposed Professional Services Contract defining the scope of work, Project Schedule and Engineering Services Budget is attached for your review.

PERFORMANCE ANALYSIS:

HDR Engineering, Inc., is uniquely qualified to perform the engineering design and bidding services for this project. Subsequently, HDR was selected for this project in accordance with Idaho Statute § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or phased project. This project is a continuation of the numerous previous wastewater treatment plant phased projects, Facility Plans, Regulatory Permitting, etc.

DECISION POINT/RECOMMENDATION:

Council should authorize the Wastewater Department (WW) to execute an agreement with HDR Engineering, Inc., 412 E. Parkcenter Blvd, Boise, ID 83706, for Professional Services associated with the Wastewater Department's Solids Handling Improvements Project at a cost of \$232,785.00.

RESOLUTION NO. 20-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE WASTEWATER DEPARTMENT SOLIDS HANDLING IMPROVEMENT PROJECT.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with HDR Engineering, Inc., for the Wastewater Department Solids Handling Improvement Project pursuant to the terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as 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 enter into such Professional Services Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with HDR Engineering, Inc., for the Wastewater Department Solids Handling Improvement Project, 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 Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18th day of August, 2020.

Steve Widmyer, 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 _____.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

SOLIDS HANDLING IMPROVEMENTS PROJECT

THIS Agreement is made and entered into this 18th day of August, 2020, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 412 E. Parkcenter Blvd., Boise, Idaho 83706, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definitions.

In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd., Boise, Idaho 83706.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed on or before September 15, 2021. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed **two hundred thirty-two thousand seven hundred eighty-five and no/100 dollars (\$232,785.00)**, unless authorized in writing by the City.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

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 for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

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

Section 9. Termination for Convenience of City.

The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

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

their race, color, religion, sex, or national origin, 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 Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. To the extent permitted by applicable law, the Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant

further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection.

Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the consultant that are directly pertinent to hourly fees or reimbursable expenses invoiced to City hereunder for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

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

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amount set forth in Section 25A.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

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

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

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

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. The Consultant 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. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant 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 or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant'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 Consultant under the contract until the Consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

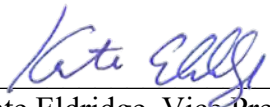
The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Steve Widmyer, Mayor



Kate Eldridge, Vice President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A

SOLIDS HANDLING IMPROVEMENTS PROJECT AT THE COEUR D'ALENE ADVANCED WASTEWATER TREATMENT FACILITY (AWTF)

FOR THE

CITY OF COEUR D'ALENE, IDAHO

SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

Introduction - Scope of Services

The Scope of Services is for HDR Engineering, Inc. ("HDR") to provide preliminary engineering design, detailed design and bidding services to the City of Coeur d'Alene, Idaho ("CITY") related to improvements to the solids handling system at the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF). Currently, the City operates a single centrifuge with a belt filter press as a standby dewatering unit. The improvements will include the replacement of the existing belt filter press with a new dewatering centrifuge, manufacturer control panel and associated polymer and odor control equipment, as well as planning for other Solids Handling Building improvements that may, or may not, be implemented in conjunction with provision of the new dewatering equipment depending upon decision making in the course of project development.

The scope of services identified below is based on the 2019 partial condition assessment of the wastewater treatment plant that was completed as an initial step of the 2018 Wastewater Treatment Facility Plan Update, the 2018 Wastewater Treatment Facility Plan Update, the January 2018 Evaluation of Solids Handling Facilities conducted at the partial condition assessment, and discussions with the City Management and Operations Staff.

The project is further defined as facilities to replace the existing belt press and associated system components with a new high solids dewatering centrifuge system including new emulsion polymer feed from the City's new emulsion polymer feed system. It is anticipated that these facilities will generally include the following:

- Core Project Item - Demolition of the existing belt press, solids feed, and polymer feed in the existing belt press area of the Dewatering Room on the upper level of the Solids Handling Building.
- Core Project Item - Installation of one (1) new City pre-qualified and pre-purchased centrifuge.
- Core Project Item - Installation of new electrical and control equipment in a new conditioned area of the electrical room, or if additional space is needed an extension of the electrical room or use of the existing dry polymer (aging tank) storage room.
- Core Project Item - Connection of exhaust air from the centrifuge and liquid/solids discharges to the existing odor control and ventilation system.

- Core Project Item - Connection of the new dewatering equipment to the existing emulsion polymer feed system.
- Core Project Item – Evaluation of the electrical and structural requirements for the condition when both centrifuges are running simultaneously in parallel.
- Management Reserve Item - Evaluation of additional building space to allow for a larger electrical room on the upper level of the Solids Handling Building, addition of emulsion polymer storage and installation of a centrate screening system. The building addition and storage and screening facilities will be an additive item to the centrifuge purchase and installation project.
- Management Reserve Item - Evaluation of modifications to the existing solids loadout room to include a full enclosure of the loadout facility to enable odor control for this area.
- Management Reserve Item - Evaluation of odor control alternatives for the centrate storage tank and selection of the preferred alternative for potential addition of odor control for the facility.
- Management Reserve Item - Evaluation of the Solids Handling Building odor control facilities alternatives, including the solids loadout and centrate storage, for adding odor control to the new and existing systems at the Solids Handling Building as an additive item to the centrifuge purchase and installation project.

Assumptions

The Scope of Services for design and bidding services is based on the following assumptions:

- The design and bidding services are based on the preparation of one (1) construction pre-qualification package, one (1) centrifuge pre-qualification package, one (1) pre-purchase package for procurement of a single centrifuge via pre-procurement and one (1) construction installation package for removal of the existing belt filter press in the Solids Handling Building upper level and installation of the City-supplied centrifuge system in the same location as the demolished belt filter press.
- The results from the Concepts Development and Evaluation Task Series 300 may result in changes to the scope and fee necessary if the Project scope changes.
- HDR standard AutoDesk CADD format and 6-digit specifications standards will be used for drawings and technical specifications.
- The City's standard Agreement and HDR developed pre-qualification and bidding documents will be utilized for this project. HDR will assist in the development of these documents.
- HDR's Master Specification system will be used for all technical specification sections.

- The centrifuge pre-purchase will be expedited on a fast-track basis immediately following the completion of the Concepts Development and Evaluation Task.
- A preliminary structural analysis of the Solids Handling Building will be completed to determine whether the new centrifuge will require additional structural modifications. A more thorough analysis will be completed as part of the detailed design scope. This scope assumes the detailed analysis will confirm no significant issues will be associated with the installation of the centrifuge.
- A preliminary electrical evaluation will be conducted to determine whether the new centrifuge equipment can be connected to the existing electrical service equipment at the Solids Handling Building. A new Centrifuge switchboard and Control Panel will be added on the upper level either in a new electrical room addition or existing electrical room.
- The new centrifuge equipment will be provided with a vendor-furnished PLC. A new City PLC will not be required. The City's existing SCADA system will communicate to the vendor-furnished PLC via a network connection.

A summary list of the tasks and task descriptions are presented below.

- Task Series 100 – Project Management
- Task Series 200 – Regulatory Liaison, Permits, and Approvals
- Task Series 300 – Concepts Development and Evaluation
- Task Series 400 – Core Project Preliminary and Final Design
- Task Series 500 – Additional Project Elements Preliminary and Final Design (Management Reserve)
- Task Series 600 – Final Contract Documents
- Task Series 700 – Solids Building Improvements and Centrifuge Installation Bidding Administration
- Task Series 800 – Construction Phase Services (Future Task)
- Task Series 900 – Construction Phase Field Services (Future Task)
- Task 1000 – Post Construction and Close-out Services (Future Task)

Task 100 - Project Management

Objective:

Provide project management activities over project duration, including planning, organizing and monitoring project team activities, preparing and monitoring bidding document production standards, attending meetings, budget management, and liaison with City.

ACTIVITY 101.1 TEAM MANAGEMENT AND PROJECT CONTROL

- Budget and invoice management.
- Schedule monitoring and update for project development.
- Resource management and allocation based on project schedules and activities.

- Production coordination.
- Monthly progress report submitted to City with each payment request.

ACTIVITY 101.2 PRODUCTION GUIDE STANDARDS

- Develop Design Memorandum (Project Guide) for HDR personnel to define activities, constraints, guidelines, budgets and procedures.
- Review Project Guide with designated City representatives for comments.
- Maintain Project Guide, distribute and update as activities dictate.

ACTIVITY 101.3 WORKSHOPS

- Workshop 1 will be conducted to:
 - Initiate Project
 - Review scope, summarize project objectives, and define project schedule.
 - Collect data including existing drawings and documents.
 - Review draft Dewatering Technology Confirmation TM (Task 301.2).
 - Review City requirements for redundancy, operational flexibility and construction sequencing.
- Workshop 2 will be conducted to:
 - Facilitate review of design features (Task 301.2).
 - Facilitate monetary and non-monetary discussion for the available manufacturers and centrifuge size (Tasks 301.2 and 301.3).
 - Discuss screening of manufacturers, equipment specifics, performance requirements and procurement options (Task 301.3).
 - Review preliminary structural and electrical requirements (Tasks 301.5 and 301.6).
 - Review preliminary facility layouts and impacts on existing facilities (Task 301.7).

ACTIVITY 101.4 QUALITY CONTROL

- Conduct team meetings on a regular basis during study and design phases to facilitate communication flow and study/design development.
- Provide independent quality control reviews for each technical memorandum and at 30, and 90 percent completion of design documents.
- Schedule internal audits of the project to confirm compliance with scope and the project quality assurance plans.

City Activities:

City will:

- Provide timely review and processing of monthly progress report and invoices.
- Provide timely review and comment on Project deliverables.
- Coordinate City staff participation and actively participate in Meetings and Workshops.
- Identify and provide relevant prior studies, reports, and drawings prepared by others.
- Provide and make arrangements for facilities to conduct Meetings and Workshops.

HDR Deliverables:

The following deliverable shall be provided:

- Monthly Project status reports and invoices
- Meeting and Workshop agenda and minutes
- Project Guide (Design Procedures Memorandum)

Key Understanding and Assumptions:

The following is understood or assumed:

- Specific deliverable review meetings are included under subsequent task.

Task 200 - Regulatory Liaison, Permits, and Approvals

Objective:

Provide support and assistance to the City in obtaining project permits and approvals.

HDR Activities:

ACTIVITY 201.1 PERMITS AND AGENCY REVIEWS:

- Support the City in obtaining required permits.
- Provide technical information, drawings, and design data necessary for permits.
- Respond to comments and questions from review agencies and incorporate as appropriate.
- Possible permits include:
 - IDEQ Construction.
 - Coeur d'Alene Building Department.

ACTIVITY 201.2 REGULATORY REVIEW OF FINAL DESIGNS.

Following the City's review and acceptance, perform the following:

- Deliver final design basis, drawings, and specifications to regulatory agencies.
- Respond to regulatory agency comments and questions and incorporate comments as appropriate in final designs.

City's Activities:

City will:

- Support HDR staff in communicating with the Idaho Department of Environmental Quality (IDEQ).
- Review, sign and submit Permit Applications, and pay all associated fees.
- Identify, prepare, submit, and pay associated fees in connection with required building permits.

HDR Deliverables:

The following deliverables shall be provided:

- Application for Permit to Construct.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR's effort is associated only with assistance on the permits specifically identified above.
- Additional permits required by the Contract Documents shall be obtained by the Construction Contractor in accordance with the Contract Documents.

Task 300 - Concepts Development and Evaluation

Objective:

Identify, evaluate and provide recommendations required to establish a firm design approach for the development of contract documents required to meet the goals of the project.

HDR Activities:

ACTIVITY 301.1 SOLIDS BUILDING FUNCTIONAL REVIEW

- Review all Solids Building functional requirements, including the near-term need to replace the aging belt filter press. Consideration will be given to solids dewatering enhancements, as well as planning for the more inclusive aspects of the following:
 - Belt Filter Press Replacement
 - Controls Additions For A New Centrifuge and Other Associated Equipment
 - Polymer System Modifications and Polymer Storage
 - Truck Enclosure Improvements
 - Solids Building Structural and Architectural requirements, including odor control and visual aesthetics
 - Odor Control Revisions Including Possible New Odor Treatment For The Solids Handling Building
 - Centrate Screening Addition
 - Centrate Tank Cover Installation

ACTIVITY 301.2 CONFIRMATION OF DEWATERING CENTRIFUGE DESIGN FEATURES

- Review updated solids projections, updated costs and application of non-monetary criteria to confirm centrifuge design.
- Develop Dewatering Centrifuge Design Features memorandum including recommendations on materials of construction, equipment size, electrical and controls, and required workable space for operation and maintenance. Submit to the City for their review and comment before finalization.

ACTIVITY 301.3 CONFIRMATION OF SIZING OF CENTRIFUGE

- Develop flow projections and solids balance information that considers the projected 10-year solids loadings and flows.
- Develop capital and operations costs for a centrifuge matching the City's existing centrifuge, and also evaluate the installation of a larger unit that will also address the City's growth projection. Provide a brief summary memorandum for discussion and consideration by the City.

ACTIVITY 301.4 PROCUREMENT OF CENTRIFUGE

- Evaluate and compare centrifuge equipment to identify and screen manufacturers, select desired components, features and performance requirements and analyze monetary and non-monetary criteria.
- Provide DRAFT Procurement documents including general conditions and technical specifications for City review and comment before finalization.

ACTIVITY 301.5 PRELIMINARY STRUCTURAL EVALUATION

- Review centrifuge layouts and sizing and consider structural requirements for the existing Solids Handling Building structure. Consider structural configurations that would allow flexibility and performance desired by the City.
- Provide a brief Preliminary Structural Evaluation summary memorandum for City review and comment before finalization.

ACTIVITY 301.6 PRELIMINARY ELECTRICAL EVALUATION

- Review centrifuge electrical requirements and consider the existing Solids Handling Building electrical capacity and determine modifications necessary for support of an additional centrifuge.
- Identify needed requirements for the existing Solids Handling Building electrical system. Consider electrical configurations that would allow flexibility and performance desired by the City and that will minimize dewatering down time for construction.
- Provide a brief Preliminary Electrical Evaluation summary memorandum for City review and comment before finalization.

ACTIVITY 301.7 FACILITY LAYOUTS AND IMPACTS

- Work with City to develop an economical and operator "friendly" layout considering impacts to existing facilities and operations, and one that allows sequenced installation to maintain required dewatering operations during construction.
- Develop a preliminary Sequence of Construction that establishes the constraints and milestones for the Installation Contractor, coordinates with equipment delivery, and accounts for allowable outages planned with Operations Staff.

- Provide hand drawn preliminary layout sketches for City review and comments before finalization.

ACTIVITY 301.8 PREDESIGN REPORT

- Consolidate all technical memoranda into one preliminary design report.
- Meet with City to review recommendations of all technical memoranda.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review
- Coordinate City staff participation.

HDR Deliverables:

The following deliverables shall be provided:

- DRAFT and Final Preliminary Design Report, including the following:
 - Centrifuge Design Features memorandum
 - Centrifuge Selection memorandum
 - Preliminary structural evaluation memorandum
 - Preliminary electrical evaluation memorandum
 - Preliminary equipment layout sketches
- DRAFT Centrifuge procurement documents

Key Understandings and Assumptions:

The following is understood or assumed:

- The City has elected to use centrifuge dewatering technology.
- The City would like to evaluate the installation of a similar sized machine to their existing centrifuge against installation of a larger unit that will meet the City's full solids loading and solids flow conditions on its own.
- Unless otherwise defined elsewhere, one (1) electronic (.pdf) copy of all deliverables will be submitted to the City.
- TM review meetings with the City to review and finalize comments on each of the deliverables will occur as defined above in Task 101.3 – Workshops.

- The City would like to evaluate Solids Handling Building layouts that also incorporate polymer storage and centrate screening. Evaluation of polymer storage and centrate screening will be completed as part of the preliminary design.
- The City would like to evaluate enclosure options for the solids loadout area and odor control for the solids handling building. Evaluation of odor control will be completed as part of the preliminary design.

Task 400 - Core Project Preliminary and Final Design

Objective:

Production of 30 percent and 90 percent documents for centrifuge installation including modifications to existing facilities where necessary for the centrifuge installation. Installation of added building area to house polymer storage, centrate screening and mechanical, electrical and odor control additions are not included in this task. Advancement of design documents to ninety percent will be completed in conjunction with Task 500 as determined by the City.

HDR Activities:

ACTIVITY 401.1 DEVELOPMENT OF SOLIDS HANDLING BUILDING PRELIMINARY DESIGN

- Based upon the results of the Task Series 300, prepare a preliminary design that incorporates a recommended design for the Solids Handling Building that includes design of the preliminary recommendations for:
 - Belt Filter Press Replacement
 - Controls Additions For A New Centrifuge and Other Associated Equipment
- Based on results from Task Series 300, prepare a preliminary Process and Instrumentation Diagram (PID) including piping size and configuration and location of key instrumentation elements for the centrifuge system and complete a SCADA summary of operator I/O and alarms for the new centrifuge unit, with provision for a future replacement centrifuge in the future.
 - City review and document finalization.
 - Submit PID to City for review and comment.
 - Conduct in-person review meeting at the City of Coeur d'Alene WWTF Administration Building Conference Room.

ACTIVITY 401.2 DEVELOPMENT OF PRELIMINARY DRAWINGS OF DEWATERING FACILITES

- Based on results from Task Series 300, prepare preliminary design criteria, preliminary dewatering room layout plans and sections derived from modeled layouts, and P&ID and process design criteria drawings to 30 percent.

ACTIVITY 401.3 DEVELOPMENT OF PRELIMINARY SPECIFICATIONS

- A preliminary list of technical specifications will be developed.

ACTIVITY 401.4 DEVELOPMENT OF A PRELIMINARY SEQUENCE OF CONSTRUCTION

- Based upon the results from the Task Series 300 and Task Series 401.1 and 401.2 results, develop a preliminary Sequence of Construction that identifies the Centrifuge Replacement project and other necessary Solids Handling Building Improvements and establishes the constraints and milestones for the Installation Contractor.

ACTIVITY 401.5 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Develop Opinion of Probable Construction Cost (Class 4 per AACE Recommended Practice No. 17R-97) based on the preliminary contract drawing and specifications.

ACTIVITY 401.6 – REVIEW OF THIRTY PERCENT DOCUMENTS

- Perform internal QC review of design deliverables.
- HDR will transmit thirty percent documents and its Opinion of Probable Construction Costs to City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments.
- HDR will provide a team of HDR review professionals not associated with the project to review the thirty percent documents. Those review comments will be evaluated with City's comments and incorporated into the design documents as required.

ACTIVITY 401.7 DEVELOPMENT OF NINETY PERCENT DRAWINGS

- Develop drawings to approximately 90 percent complete.

ACTIVITY 401.8 DEVELOPMENT OF NINETY PERCENT CONTRACT TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- Develop preliminary technical specifications of materials, equipment systems, standards and workmanship for the project work as well as certain applicable administrative details to ninety percent complete.
- Develop a 90 percent opinion of probable construction cost estimate update, based upon the initial cost estimate developed in Task 401.5. Incorporate a Contingency Line Item in the ninety percent cost estimate, estimated up to two (2), project Change Orders that include unexpected costs. Set the project contingency at 5 percent of the total estimated probable construction cost.

ACTIVITY 401.9 DOCUMENT REVIEWS

- Perform internal QC reviews by engineering disciplines and address QC comments prior to City submittal.
- Perform operability and constructability review.
- Submit ninety percent documents to City for review and comment.

- Meet with City via telephone conference call to discuss and resolve comments.
- Incorporate City comments into documents.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Preliminary PID.
- Preliminary 30 percent drawings, including process design criteria, floor plans and pertinent sections derived from the process model.
- Preliminary specifications list.
- Opinion of Probable Construction Cost based on the 30 percent design documents.
- Design Development Drawings to 90 percent complete. one (1) full size drawing set in .pdf format.
- Preliminary Technical Specifications for Centrifuge Installation, in .pdf format.

Key Understandings and Assumptions:

The following is understood or assumed:

- Unless otherwise defined elsewhere, one (1) computerized file of all deliverables will be submitted to the City.
- Preliminary design drawings will generally consist of the following:
 - Structural discipline: Preliminary major structural elements and structural details.
 - Mechanical discipline: Preliminary routing of ductwork revisions (assuming existing HVAC equipment is sufficient with no modifications anticipated other than for any new spaces.)
 - Process discipline: Preliminary area layouts including equipment orientation and routing of major solids conveyance and piping.
 - Electrical discipline: Preliminary one-line diagram and equipment layouts for the proposed modifications.
 - Instrumentation discipline: Location of major field instrumentation components impacting piping layout, preliminary I/O listing and preliminary communication diagram.

- One 1-hour Project Coordination telephone conference meeting with the City and HDR design personnel per week is scoped for the design team to communicate status and expedite design.
- Opinion of Probable Construction Cost will be developed using Excel software with the format of estimate being broken down by discipline in the 6-digit specification format.
- It is assumed a maximum two-week review period will be required by City to complete its review and comment period for the Preliminary Design. After that period, the HDR design team will meet with the City staff in a single telephone conference meeting to discuss and resolve City comments.

Task 500 - Additional Project Elements Preliminary and Final Design (Management Reserve)

Objective:

Production of 30 percent and 90 percent documents for additional Solids Handling Building modifications identified during Task 300. Installation of added building area to house polymer storage, centrate screening and mechanical, electrical and odor control additions are included in this task as determined by the evaluation completed in Task Series 300. Advancement of design documents to ninety percent will be completed in conjunction with Task 400 as determined by the City. The scope and fee for these improvements is undefined at this time since the specific improvements resulting from the Task 300 remain to be developed. As a result, the Task 500 scope and fee for services will be updated following Task 300 completion.

HDR Activities:

ACTIVITY 501.1 DEVELOPMENT OF SOLIDS HANDLING BUILDING PRELIMINARY DESIGN ADDITIONS

- Based upon the results of the Task Series 300, include in the preliminary design completed as part of Task 401 the recommended design additions for the Solids Handling Building. The following additions may be included in the design:
 - Polymer System Modifications and Polymer Storage
 - Truck Enclosure Improvements
 - Solids Handling Building architectural features to improve appearance of these facilities from the Centennial Trail.
 - Odor Control Revisions Including Possible New Odor Treatment For The Solids Handling Building
 - Centrate Screening Addition
 - Centrate Tank Cover Installation
- Based on results from Task Series 300, modify the preliminary Process and Instrumentation Diagrams (PIDs) including piping size and configuration and location of key instrumentation elements for the added items selected by the City.

- City review and document finalization.
 - Submit PID modifications to City for review and comment.
 - Conduct telephone conference with City to discuss and resolve comments.

ACTIVITY 501.2 DEVELOPMENT OF PRELIMINARY DRAWINGS OF DEWATERING FACILITIES

- Based on results from Task Series 300, prepare preliminary design criteria and layout plans and sections for the additions identified.

ACTIVITY 501.3 DEVELOPMENT OF PRELIMINARY SPECIFICATIONS

- The preliminary list of technical specifications will be modified to include the additions selected by the City.

ACTIVITY 501.4 DEVELOPMENT OF A PRELIMINARY SEQUENCE OF CONSTRUCTION

- Based upon the results from the Task Series 300 and Task Series 401.1 and 401.2 results, modify the preliminary Sequence of Construction to also include other selected Solids Handling Building Improvements and establish the constraints and milestones associated with the selected additions for the Installation Contractor.

ACTIVITY 501.5 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Modify the Opinion of Probable Construction Cost (Class 4 per AACE Recommended Practice No. 17R-97) to include the selected additions to the contract drawing and specifications.

ACTIVITY 501.6 – REVIEW OF THIRTY PERCENT DOCUMENTS

- Perform internal QC review (using a team of HDR review professionals not associated with the project) to review the thirty percent documents of the additional design deliverables.
- HDR will incorporate internal QC review comments into the 30 percent design documents and the associated Opinion of Probable Construction Costs, and will submit to the City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments. City review comments will be incorporated into the design documents as required.

ACTIVITY 501.7 DEVELOPMENT OF NINETY PERCENT DRAWINGS

- Develop drawings of the selected additional design features to approximately ninety percent complete.

ACTIVITY 501.8 DEVELOPMENT OF NINETY PERCENT CONTRACT TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- Modify the preliminary technical specifications of materials, equipment systems, standards and workmanship for the added project work, as well as associated and applicable administrative details, to 90 percent complete.

- Modify the 90 percent opinion of probable construction cost estimate update that includes the selected additions.

ACTIVITY 501.9 REVIEW OF NINETY-PERCENT DOCUMENTS

- Perform internal QC review (using a team of HDR review professionals not associated with the project) to review the 90 percent documents of the additional design deliverables.
- HDR will incorporate internal QC review comments into the ninety percent design documents and the associated Opinion of Probable Construction Costs, and will submit to the City for review and comment.
- HDR will conduct a telephone conference call with City to discuss and resolve review comments. City review comments will be incorporated into the design documents as required.

Incorporate City comments into documents City’s Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Preliminary 30 percent drawings of all additional facilities identified, including modified process design criteria, floor plans and pertinent sections derived from the process model.
- Specifications list for additional items identified.
- Opinion of Probable Construction Cost based on the 30 percent design documents for additional items identified.
- Design Development Drawings, to 90 percent complete, of additional items identified.

Key Understandings and Assumptions:

The following is understood or assumed:

- One 1-hour Project Coordination telephone conference meeting with the City and HDR design personnel per week is scoped for the design team to communicate status and expedite design.
- Opinion of Probable Construction Cost will be developed using Excel software with the format of estimate being broken down by discipline in the 6-digit specification format.
- It is assumed a maximum two-week review period will be required by City to complete its review and comment period for the Preliminary Design. After that period, the HDR

design team will meet with the City staff in a single telephone conference meeting to discuss and resolve City comments.

- Redesigns associated with modifications of previously approved technical memorandums and other preliminary design documents are not included in this Scope of Services.
- One Project Coordination meeting is scoped for the design team per week to communicate status and expedite design.
- Unless otherwise defined elsewhere, one electronic (.pdf) file of all deliverables will be submitted to the City.

Task 600 - Final Contract Documents

Objective:

Finalize documents developed in Task Series 400 to final Bidding Documents. This Task includes only those items required for removal of the existing belt filter press and installation of a new dewatering centrifuge and necessary mechanical, electrical and building modifications.

HDR Activities:

ACTIVITY 601.1 DEVELOPMENT OF CONTRACT DRAWINGS

- Develop final drawings to graphically show the scope, extent and character of the work to be performed by the successful bidder.

ACTIVITY 601.2 DEVELOPMENT OF CONTRACT TECHNICAL SPECIFICATIONS

- Develop final technical specifications from ninety percent specifications.

ACTIVITY 601.3 DEVELOPMENT OF FRONT-END DOCUMENTS

- Assist the City in the development of special provisions and modifications to the City's standard bidding and contract documents as appropriate for this project.

ACTIVITY 601.4 DEVELOPMENT OF OPINION OF PROBABLE CONSTRUCTION COST

- Develop final Opinion of Probable Construction Cost (Class 2 per AACE Recommended Practice No. 17R-97) to reflect contract document content, based upon the estimate update in Task 401.8.

ACTIVITY 601.5 DOCUMENT REVIEWS

- Submit bid documents to City for review and comment.
- Meet with City by telephone conference call to discuss and resolve comments.
- Finalize bid documents and issue to regulatory agency per Task Series 200.
- Conduct internal QC of bid documents.

- Incorporate City, regulatory agency and internal HDR QC comments into final bid document packages.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.

HDR Deliverables:

The following deliverables shall be provided:

- Final Contract Drawings, Front-End Documents and Technical Specifications 90 percent complete), one (1) full size drawing set, drawings .pdf file and specifications .pdf file.
- Final Bid Documents, one (1) full size drawing set, drawings .pdf file and specifications .pdf file.
- Final Opinion of Probable Construction Cost.

Key Understandings and Assumptions:

The following is understood or assumed:

- It is assumed a maximum two-week review period will be required by City to complete its review and comment period. After that period, the HDR design team will meet with the City staff in a single telephone conference call meeting to discuss and resolve City comments.
- HDR's internal review will be conducted by a team of HDR's professional engineers and architects not directly associated with the Project.
- Redesigns associated with modifications of previously approved technical memorandums and other preliminary design documents are not included in this Scope of Services.
- One Project Coordination meeting is scoped for the design team per week to communicate status and expedite design.
- City's legal staff and purchasing will be involved with review and finalization of front-end documents.
- The City's contract documents will be used as a basis for development for the front-end documents with development of supplemental and/or special conditions by HDR with City input.
- Unless otherwise defined elsewhere, one (1) hard copy and one (1) computerized file of all deliverables will be submitted to the City.

Task 700 - Solids Handling Building Improvements and Centrifuge Installation Bidding Administration

Objective:

Provide technical assistance to City in pre-qualification of general contractors, obtaining and evaluating bids, and awarding the contract for the Final Contract Documents defined in Task Series 600.

HDR Activities:

ACTIVITY 701.1 INSTALLATION CONTRACTOR PRE-QUALIFICATION

- Develop contractor pre-qualification specifications using the City's standard pre-qualification specifications.
- Assist the City in the City's advertisement for contractor pre-qualification.
- Provide interpretations and answer questions City concerning the pre-qualification documents as requested by the City.
- Assist the City in the evaluation of pre-qualification submittals and development of the pre-qualified contractors list.

ACTIVITY 701.2 INTERPRETATIONS AND PRE-BID CONFERENCE

- Provide interpretations and answer bidders' questions concerning the bidding documents as requested by the City.
- Develop addenda as appropriate to interpret, clarify or expand the bidding documents in response to bidders' questions.
- Prepare Pre-Bid Meeting Agenda, conduct meeting, address technical issues, record notes and prepare and submit minutes to the City.

ACTIVITY 701.3 BID EVALUATION AND RECOMMENDATION OF AWARD

- Assist the City with the review and evaluation of submitted Bid Forms and associated documentation in relation to requirements of bidding documents.
- Provide written recommendation of award based on review.

City's Activities:

City will:

- Provide timely, organized review comments on deliverables issued for City review.
- Receive pre-qualification proposals through the City's bidding system.
- Receive bid proposals through the City's bidding system.
- Provide final selection of accepted proposal.

- Obtain additional information required for bid evaluation that is not included at time of bid form submission.
- Secure executed contracts and required bonds and insurance certificates from selected bidder.

HDR Deliverables:

The following deliverables shall be provided:

- Contractor pre-qualification proposal review comments
- Pre-Bid Meeting agenda and notes
- Addenda, for distribution by the City
- Written evaluation and recommendation for award of bid.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR’s Project Manager will attend the Pre-bid Conference.
- HDR’s bid evaluation will be limited to information presented by the bidders at the time of the bid opening.

Task 800 - Construction Phase Office Services (Future Task)

ACTIVITY 801.1 SUBMITTALS REVIEW AND PROCESSING – CENTRIFUGE

- Review City Pre-purchase centrifuge shop drawings and operation and maintenance manuals for compliance with the requirements of the contract documents. Up to 20 separate shop drawings are estimated to be reviewed, at an estimated 4 hours for each shop drawing including technical review and processing.
- Log, mark and distribute transmittals to City and manufacturer.
- Distribute approved submittals to the Contractor.
- Maintain log of submitted transmittals to monitor the progress and status of approvals.

ACTIVITY 801.2 CENTRIFUGE MANUFACTURERS PROGRESS ESTIMATE

- Review and process applications by the centrifuge manufacturer for progress payments, prior to assignment to contractor after award of construction contract, submitted based upon manufacturer contract terms. Make recommendations to the City for acceptance.

ACTIVITY 801.3 PRECONSTRUCTION MEETING

- Prepare agenda and conduct pre-construction conference to discuss and establish project procedures. Prepare meeting minutes and distribute to attendees.

ACTIVITY 801.4 SUBMITTALS REVIEW AND PROCESSING - CONTRACTOR

- Review shop drawings for compliance with the requirements of the contract documents.

- Log, mark and distribute transmittals to City and contractor.
- Maintain log of submitted transmittals to monitor the progress and status of submittals.
- Review the following miscellaneous submittals required by the contract documents and provide comments to City.
 - Initial construction schedule.
 - Concrete and other test reports.
 - Schedule of values.

ACTIVITY 801.5 CONTRACTOR'S PROGRESS ESTIMATE

- Review and process applications by the contractor for progress payments submitted on a monthly basis consistent with the City's procedures. Three (3) originals are required each attached to an AIA pay request form or other approved format.
- Ensure certified payroll reports are submitted by Contractor to HDR (If required) and forwarded to City with Contractor pay applications.
- Make recommendations to the City for acceptance and transmit to the City for processing.

ACTIVITY 801.6 PROJECT MEETINGS

- Project Manager to conduct up to six (6) two-hour progress (monthly / bimonthly as necessary) meetings at the project site or City's office during construction. Review project progress, resolve any current problems and identify future issues for resolution.
- Prepare agenda and meeting minutes and distribute to attendees.

ACTIVITY 801.7 CONSULTATION AND SITE VISITS (DESIGNERS)

- Consult on design and design modifications and contract non-performance issues.
- Provide interpretations and clarifications of the construction documents during construction.
- Conduct up three (3) periodic visits by designers, with up to three design technical leads for a maximum of 4 hours and the design team site representative for a maximum of 4 hours.

ACTIVITY 801.8 ADMINISTER REQUESTS FOR INFORMATION (RFIS)

- Receive, log and distribute RFIs to appropriate design team members.
- Evaluate and respond to RFIs. It is assumed for this scope of services, up to 20 RFIs will be reviewed, at approximately 1 hour for each RFI response.
- Log design team responses and distribute responses to Contractor and City.

ACTIVITY 801.9 ADMINISTER CHANGED WORK

- Initiate or receive, log, distribute and track changes.
- Technical processing of Requests for Substitution:
 - Review substitution requests and assist in negotiating cost or time changes associated with substitutions.
- Technical Processing of Field Orders (FOs):
 - Evaluate Project to determine when FOs are required. Prepare FOs where appropriate.

- Technical Processing of Change Proposal Requests (CPRs):
 - Evaluate Project to determine when CPRs are required. Prepare CPR where appropriate.
 - Evaluate CPR pricing and time when CPRs are returned from contractor.
 - Assist in negotiations with contractor as required and make final recommendations to City.
- Processing Change Orders (COs):
 - Prepare change orders and forward to the City.
- Maintain log of submitted transmittals to monitor the progress and status of approvals.

ACTIVITY 801.10 PROJECT MANAGEMENT

- Project Management activities listed to be provided during completion of Task Series 800 and 900.
- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with City.

Key Understandings and Assumptions:

The following is understood or assumed:

- Construction contract activities will begin in early 2021 and construction will be finally complete by July 31, 2021. HDR will utilize its Project Tracker software to log and track Contractor submittals.
- It is assumed that the cost of reviewing Contractor’s initial shop drawing submittals and one resubmittal are included in this scope. The review costs associated with any subsequent resubmittals will be paid for by the Contractor.
- City staff will determine compliance with prevailing wage requirements, check pay rates against schedules, conduct contractor employee interviews and maintain compliance reports.
- The City will provide the necessary contract coordination for assignment of the centrifuge manufacturer’s contract to the Contractor. HDR will assist the City with the assignment process.
- HDR will provide the services of a sub-consultant to provide the Special Inspection Services as required by the Contract Documents.

Task 900 - Construction Phase Field Services (Future Task)

ACTIVITY 901.1 RESIDENT SERVICES

- Relay written and/or verbal communications between the Engineer and the contractor.
- Inform the Engineer and City of construction activities and issues on a timely basis.
- Report to the Engineer whenever work appears to be unsatisfactory, faulty or defective, has been damaged or does not conform to the contract documents.

- Maintain orderly files of project meetings, shop drawings, contract documents, addenda, work directives, change order and progress estimates.
- Review and reconcile progress estimates with contractor in the field and coordinate with Engineer to determine payment amount.
- Assist Engineer in preparing punch list when project reaches substantial completion.
- Coordinate materials testing and review results to determine contractor compliance with the requirements of the contract documents.
- Provide weekly construction report to the City.
- Provide observation of Pre-Demonstration and Demonstration periods.

Key Understandings and Assumptions:

The following is understood or assumed:

- HDR will provide one project representative (RPR) to provide approximately half- time (up to 500 hours) observation during an approximate 5-month period from Notice to Proceed, assuming March 15, 2021, to Final Completion, assuming July 31, 2021.

Task 1000 - Post Construction and Close-Out Services (Future Task)

ACTIVITY 1001.1 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- Conduct substantial completion inspection and prepare a report (punchlist) covering observed discrepancies, deficiencies and omissions in the work performed by the contractor.
- Prepare certification of substantial completion when contractor has completed work in substantial compliance with the contract documents.
- Make recommendation regarding retainage to the City.
- Conduct a final inspection of the project upon correction of deficiencies.
- Assist in preparation of close-out documents and make recommendation for final payment.

ACTIVITY 1001.2 SOLIDS HANDLING IMPROVEMENTS O&M MANUAL – HARD COPY

- Provide one (1) electronic copy of the Electronic Operations Manual for the systems modified and/or constructed as part of the Solids Handling Improvements project. This manual insert will be added to the City’s existing electronic Operations and Maintenance Manual and will address the overall operation for the new facilities to supplement the individual equipment O&M manuals furnished by manufacturers and suppliers.
- The Operations Manual will include the following, as a minimum:
 - General description, flow schematic and design parameters for the new and modified facilities, including the centrifuge and polymer systems and associated electrical and control systems.
 - Detailed descriptions and design parameters for the new and modified facilities.

- Descriptions of control and normal and alternate operations of the new and modified facilities.

ACTIVITY 1001.3 START-UP ASSISTANCE

- Assist in process decisions associated with start-up of new and modified solids handling facility equipment, processes and systems.
- Review and assist the Contractor in coordinating and executing City staff training on Project systems as required by the contract documents.
- Assist the contractor in startup of new facilities by providing technical input from which he can make decisions for system startup, testing and demonstration.
- Monitor assembly and delivery of Operation and Maintenance Manuals required by the contract documents.
- Provide up to 16 hours of on-site start-up and training assistance near the completion of the construction project, including the demonstration of successful centrifuge cake production for at least 3 consecutive hours. This service will be in addition to manufacturer's start-up and training which will be required in construction contract documents.
- Provide an 11 month site walk-through with the City and one representative of HDR to evaluate the equipment installation's compliance with the one-year warranty period. Complete a brief consultant and City reflection on the project, and develop a bullet list of lessons learned for the project. Submit the lessons learned summary to the City.

ACTIVITY 1001.4 AS-RECORDED DRAWINGS

- Prepare record drawings showing changes made during the construction process. Drawings are based on mark-ups, drawings and other data furnished by the contractor.
- Provide the City one (1) set of record drawings and an electronic file in AutoCAD format.

ACTIVITY 1001.5 PROJECT MANAGEMENT

Project Management activities listed to be provided during completion of Task Series 400.

- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with City.

Key Understandings and Assumptions:

Activities covered by this Task Series will be completed in approximately two (2) months after contractor notice of Substantial Completion.

- Substantial and final inspections will include the HDR Project Manager and up to one person from each design discipline, but not more than three (3) people total. Only one of each inspection is anticipated. Additional inspections will be at the expense of the Contractor.

- Contractor will furnish final equipment O&M manuals, provide associated equipment training to City’s staff, and successfully complete performance and demonstration testing.

PROJECT SCHEDULE

The proposed project schedule is summarized in the Table below.

Project Task	Estimated Schedule
Consultant Notice to Proceed (Upon Contract Approval)	8/31/20
Concepts Development and Evaluation	8/31/20– 9/16/20
Preliminary Design (30%)	9/16/20-11/16/20
Design Development (90%)	11/16/20-1/29/21
Final Contract Documents (100%)	1/29/20-2/28/21
Bidding	03/15/21-04/28/21
Executed Construction Contracts	05/14/21, estimated
Installation Construction	05/14/21-09/15/21, estimated

Coeur d'Alene AWTF Solids Handling Improvements
Engineering Services Budget

	HDR Labor Hours	HDR Labor Total	Printing	Travel	Expenses SubTotal	Total
Task 100 - Project Management	90	\$ 19,908	\$ -	\$ 2,000	\$ 2,000	\$ 21,908
Task 200 - Regulatory Liaison, Permits, and Approvals	10	\$ 1,472	\$ -	\$ -	\$ -	\$ 1,472
Task 300 - Concepts Developments and Evaluation	192	\$ 36,580	\$ -	\$ -	\$ -	\$ 36,580
Task 400 - Core Project Preliminary and Final Design	899	\$ 152,796	\$ 500	\$ 2,000	\$ 2,500	\$ 155,296
Task 500 - Additional Project Elements Preliminary and Final Design (MANAGEMENT RESERVE)	330	\$ 63,357	\$ 700	\$ 1,000	\$ 1,700	\$ 65,057
Task 600 - Final Contract Documents	72	\$ 13,323	\$ 1,000	\$ -	\$ 1,000	\$ 14,323
Task 700 - Solids Handling Building Improvements and Centrifuge Installation Bidding Administration	13	\$ 3,206	\$ -	\$ -	\$ -	\$ 3,206
Task 800 - Construction Phase Office Services (FUTURE)	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900 - Construction Phase Field Services (FUTURE)	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1000 - Post Construction and Close-Out Services (FUTURE)	0	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL (Including Additional Project Elements TOTAL (CORE PROJECT - Excludes Task 500)	1,606 1,276	\$ 290,642 \$ 227,285	\$ 2,200 \$ 1,500	\$ 5,000 \$ 4,000	\$ 7,200 \$ 5,500	\$ 297,842 \$ 232,785



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdaid.org

STAFF REPORT

Date: August 18, 2020

From: Vonnie Jensen, Comptroller

Subject: Amendment to the 2019-2020 Fiscal Year Appropriations (Budget)

Decision Point:

To approve Resolution No. 20-046 to amend the Fiscal Year 2019-20 Budget by a total of \$7,110,497.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Performance Analysis:

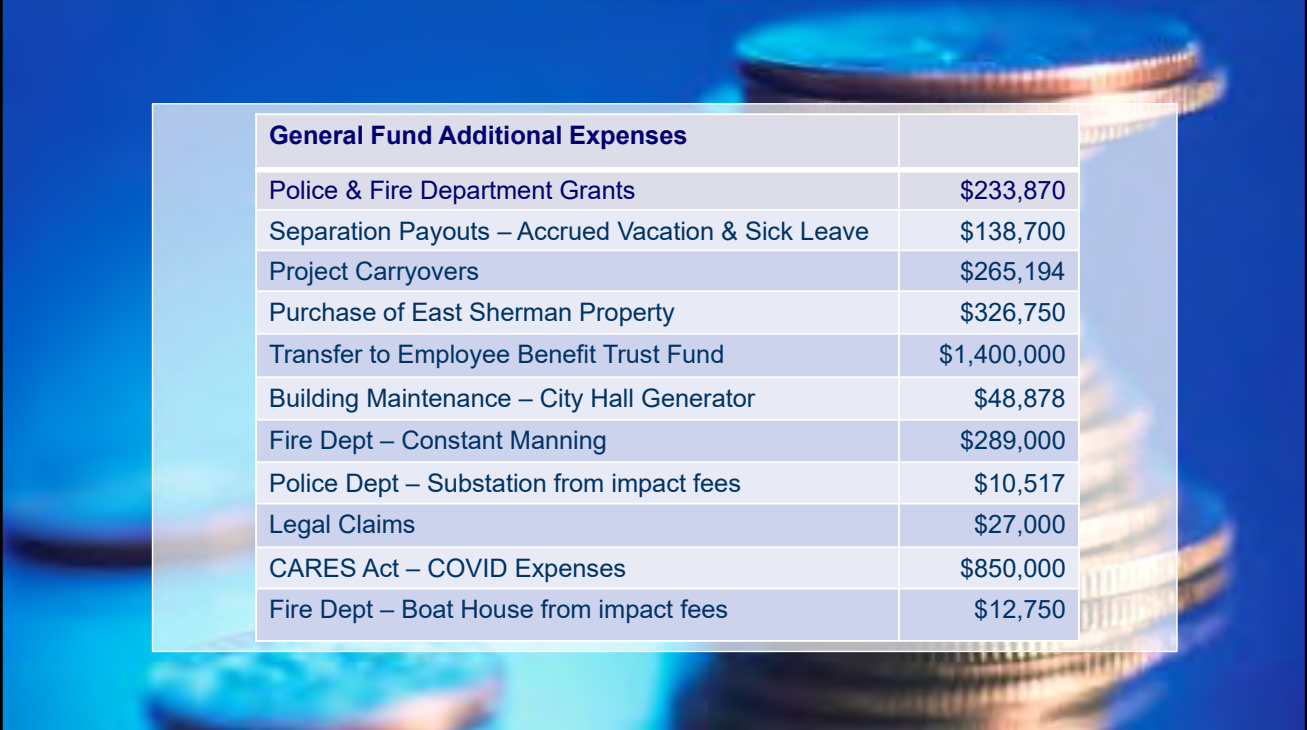
The budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, purchase of property on East Sherman, the transfer of \$1,400,000 to the City of Coeur d'Alene Employee Benefits Trust Fund, expenditures for the Memorial Park Grandstand and miscellaneous additional items. Additional revenues of \$1,625,715 are projected to be received in the General Fund to cover the increased expenses for the fiscal year, \$1,976,944 is coming from designated fund balance.

Decision Point:

To approve Resolution No. 20-046 to amend the Fiscal Year 2019-20 Budget by a total of \$7,110,497.

A stack of silver coins is shown against a blue background. The coins are stacked high, with some blurred in the foreground and background, creating a sense of depth. The lighting is bright, highlighting the metallic texture of the coins.

2019-2020 Budget Amendment

A stack of silver coins is shown against a blue background, similar to the top image. The coins are stacked high, with some blurred in the foreground and background, creating a sense of depth. The lighting is bright, highlighting the metallic texture of the coins.

General Fund Additional Expenses	
Police & Fire Department Grants	\$233,870
Separation Payouts – Accrued Vacation & Sick Leave	\$138,700
Project Carryovers	\$265,194
Purchase of East Sherman Property	\$326,750
Transfer to Employee Benefit Trust Fund	\$1,400,000
Building Maintenance – City Hall Generator	\$48,878
Fire Dept – Constant Manning	\$289,000
Police Dept – Substation from impact fees	\$10,517
Legal Claims	\$27,000
CARES Act – COVID Expenses	\$850,000
Fire Dept – Boat House from impact fees	\$12,750



Other Funds - Additional Expenses	
Library Grants - \$8,400 separation vacation & sick	\$78,400
CDBG – COVID-19 CARES Act Grant	\$199,675
Impact Fee Transfers	\$323,267
Street Projects	\$331,275
Sanitation Fund – Garbage Collection	\$215,000
Wastewater Fund - Carryovers	\$1,079,000
Parking Fund – Transfer of 4 th of July revenue to GF	\$11,221
Parks Capital – Trail Realignment	\$170,000
Parks Capital – Memorial Park Grandstand	\$1,100,000



Questions?

RESOLUTION NO. 20-046

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2019-2020, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code § 50-1003, for the City Council of the City of Coeur d’Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d’Alene for the fiscal year beginning October 1, 2019:

	FY 2019-20 BUDGET	FY 2019-20 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 265,825	\$ 265,825
Administration	216,721	216,721
Finance Department	1,197,516	1,197,516
Municipal Services	1,820,374	1,835,374
Human Resources	400,519	400,519
Legal Department	1,291,857	1,352,557
Planning Department	973,288	973,288
Building Maintenance	675,981	724,859
Police Department	15,974,160	16,200,448
Fire Department	10,575,497	10,955,247
General Government	125,750	2,702,500
Streets and Engineering	5,039,108	5,327,466
Parks Department	2,497,538	2,497,538
Recreation Department	761,988	768,923
Building Inspection	963,810	963,810
TOTAL GENERAL FUND EXPENDITURES:	\$ 42,779,932	\$ 46,382,591

	FY 2019-20 BUDGET	FY 2019-20 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,785,766	\$ 1,864,166
Community Development Block Grant	597,467	797,142
Impact Fee Fund	360,000	683,267
Parks Capital Improvements	564,500	1,834,500
Annexation Fee Fund	99,000	99,000
Cemetery Fund	369,627	369,627
Cemetery Perpetual Care Fund	191,500	191,500
Jewett House	28,853	28,853
Reforestation/Street Trees/Community Canopy	111,000	111,000
Public Art Funds	369,300	369,300
TOTAL SPECIAL FUNDS:	<u>\$ 4,477,013</u>	<u>\$ 6,348,355</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 706,000	\$ 706,000
Water Fund	14,621,311	14,621,311
Wastewater Fund	16,672,037	17,751,037
Water Cap Fee Fund	3,900,000	3,900,000
WWTP Cap Fees Fund	1,250,000	1,250,000
Sanitation Fund	3,959,644	4,174,644
City Parking Fund	1,375,011	1,386,232
Drainage	1,821,546	1,821,546
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 44,305,549</u>	<u>\$ 45,610,770</u>
FIDUCIARY FUNDS:	\$ 3,250,041	\$ 3,250,041
CAPITAL PROJECTS FUNDS:	1,611,812	1,943,087
DEBT SERVICE FUNDS:	878,932	878,932
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$ 97,303,279</u>	<u>\$ 104,413,776</u>

	FY 2019-20 BUDGET	FY 2019-20 AMENDED BUDGET
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$ 20,910,045	\$ 20,910,045
Library Levy	1,743,616	1,743,616
Fireman's Retirement Fund Levy	250,000	250,000
2015 G.O. Bond Levy	878,932	878,932
TOTAL REVENUE FROM PROPERTY TAXES:	<u>\$ 23,782,593</u>	<u>\$ 23,782,593</u>

	FY 2019-20 BUDGET	FY 2019-20 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$ 8,865,140	\$ 9,188,407
Beginning Balance	25,335,773	29,961,992
Other Revenue:		
General Fund	17,795,224	19,397,672
Library Fund	19,150	27,550
Community Development Block Grant	597,467	797,142
Parks Capital Improvement Fund	885,000	885,000
Cemetery	178,248	178,248
Annexation Fee Fund	80,000	80,000
Impact Fee Fund	187,488	510,755
Cemetery Perpetual Care Fund	50,000	50,000
Jewett House	19,000	19,000
Reforestation	6,000	6,000
Street Trees	83,000	83,000
Community Canopy	2,000	2,000
Public Art Funds	104,000	104,000
Street Lighting Fund	575,000	575,000
Water Fund	6,277,400	6,277,400
Wastewater Fund	11,550,767	11,550,767
Water Capitalization Fees	1,250,000	1,250,000
WWTP Capitalization Fees	1,300,000	1,300,000
Sanitation Fund	4,330,000	4,330,000
City Parking Fund	748,475	759,696
Drainage	1,045,329	1,045,329
Fiduciary Funds	3,024,800	3,024,800
Capital Projects Fund	804,500	820,500
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 85,113,761	\$ 92,224,258
 SUMMARY:		
	FY 2019-20 BUDGET	FY 2019-20 AMENDED BUDGET
PROPERTY TAXES	\$ 23,782,593	\$ 23,782,593
OTHER THAN PROPERTY TAXES	85,113,761	92,224,258
TOTAL ESTIMATED REVENUES	\$ 108,896,354	\$ 116,006,851

BE IT FURTHER RESOLVED that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 24, 2020, and August 31, 2020.

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 15th day of September, 2020, at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 18th day of August, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CITY OF COEUR D'ALENE
FISCAL YEAR 2019-20 BUDGET AMENDMENT

General Fund Revenue Projections

	FY 19-20 BUDGETED	FY 19-20 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	21,160,045	21,160,045	0
PRIOR YEARS	250,000	250,000	0
	21,410,045	21,410,045	0
<u>FEES & LICENSES</u>			
CABLE TV	438,000	438,000	0
NATURAL GAS	728,000	728,000	0
ELECTRICITY	2,372,000	2,372,000	0
BUSINESS LICENSES	117,000	117,000	0
SHORT TERM RENTALS	28,000	28,000	0
BUILDING INSPECTION	1,442,386	1,442,386	0
MECHANICAL INSPECTION	110,000	110,000	0
STORMWATER REVIEW	24,000	24,000	0
PLUMBING INSPECTION	205,000	205,000	0
ENCROACHMENT PERMITS	30,000	30,000	0
ELECTRICAL PERMITS	65,000	65,000	0
BUSINESS PERMITS	25,000	25,000	0
BURN PERMITS	400	400	0
SIGN PERMITS	22,000	22,000	0
ANNEX/ZONING FEES	35,000	35,000	0
FIRE DEPT PERMITS	65,000	65,000	0
TOTAL FEES AND LICENSES	5,706,786	5,706,786	0
<u>INTERGOVERNMENTAL</u>			
LIQUOR	1,227,000	1,227,000	0
HIGHWAY USER	2,385,168	2,385,168	0
REVENUE SHARE	2,961,678	3,311,956	350,278
SALES TAX	1,278,012	1,278,012	0
HIGHWAY DIST	635,000	635,000	0
KOOTENAI CNTY EMSS	1,706,534	1,706,534	0
FEDERAL GRANT	55,534	228,176	172,642
STATE GRANT		911,228	911,228
SCHOOL RESOURCE OFFICER	537,612	537,612	0
COST OF PROSECUTION (THRU CNTY)	3,000	3,000	0
OTHER INCOME (THRU CNTY)	35,000	35,000	0
TOTAL INTERGOVERNMENTAL	10,824,538	12,258,686	1,434,148
<u>SERVICES</u>			
BID SPECS	800	800	0
FEES FOR DOCUMENT PREP	500	500	0
POLICE	20,000	20,000	0
FIRE	7,500	7,500	0
BILLING SERVICES	11,000	11,000	0
PARKING PERMITS	2,200	2,200	0
RECREATION	265,000	265,000	0
PRINTING AND PHOTOCOPYING	1,400	1,400	0
MAP/CODE BOOKS	100	100	0
TOTAL SERVICES	308,500	308,500	0

CITY OF COEUR D'ALENE
FISCAL YEAR 2019-20 BUDGET AMENDMENT

	FY 19-20 BUDGETED	FY 19-20 PROJECTED	Projected Increase
<u>FINES/FORFEITS</u>			
DISTRICT COURT	250,000	250,000	0
PEN/ INTEREST ON PROP TAXES	93,000	93,000	0
RESTITUTION	2,100	82,400	80,300
DRUG TASK FORCE			0
LATE FEE ON UTILITY BILLS	40,000	40,000	0
ORDINANCE VIOLATIONS	12,000	12,000	0
NSF CHECK FEES	1,300	1,300	0
TOTAL FINES AND FORFEITS	<u>398,400</u>	<u>478,700</u>	<u>80,300</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>210,000</u>	<u>210,000</u>	<u>0</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	30,000	103,000	73,000
POLICE - UNCLAIMED PROPERTY	1,000	1,000	0
VIN INSPECTIONS	1,000	1,000	
RENTS & ROYALTIES	25,000	25,000	0
CDA TV DONATIONS		15,000	15,000
OTHER	40,000	40,000	0
TOTAL MISCELLANEOUS	<u>97,000</u>	<u>185,000</u>	<u>88,000</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,943,030	1,943,030	0
TRANSFERS IN	881,060	904,327	23,267
			0
TOTAL TRANSFERS	<u>2,824,090</u>	<u>2,847,357</u>	<u>23,267</u>
DESIGNATED FUND BALANCE		1,976,944	1,976,944
FUND BALANCE	1,000,573	1,000,573	0
TOTAL FUND BALANCE	<u>1,000,573</u>	<u>2,977,517</u>	<u>1,976,944</u>
TOTALS	<u><u>42,779,932</u></u>	<u><u>25,222,546</u></u>	<u><u>3,602,659</u></u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2019-20 BUDGET AMENDMENT

SUMMARY	FY 19-20 BUDGETED	FY 19-20 PROJECTED	Projected Increase
Property Taxes	\$ 21,410,045	\$ 21,410,045	0
Fees and Licenses	5,706,786	5,706,786	0
Intergovernmental	10,824,538	12,258,686	1,434,148
Services	308,500	308,500	0
Fines and Forfeits	398,400	478,700	80,300
Interest	210,000	210,000	0
Miscellaneous	97,000	185,000	88,000
Interfund Transfer	2,824,090	2,847,357	23,267
Beginning Balance	1,000,573	2,977,517	1,976,944
TOTAL GENERAL FUND	\$ 42,779,932	\$ 46,382,591	\$ 3,602,659

General Fund - Added Expenses

	Cost
Municipal Services - Audio Visual Supplies	15,000
Legal Dept - Separation payouts of Vacation, Comp & Sick Leave at retirement per contract	33,700
Legal Dept - Outside Legal Counsel	27,000
Building Maintenance - City Hall generator	48,878
Police Dept - 2019 SHSP Grant	36,500
Police Dept - LEL Grant	4,000
Police Dept - Bulletproof Vest Grant	4,685
Police Dept - COVID-19 Formula Allocation Grant	103,457
Police Dept - DUI STEP Grant	57,228
Police Dept - Police Substation - impact fees	10,517
Police Dept - tuition reimbursement per contract	9,901
Fire Dept - Separation payouts of Vacation, Comp & Sick Leave at retirement per contract	50,000
Fire Dept - Constant Manning	289,000
Fire Dept - 2018 & 2019 SHSP Grants	28,000
Fire Dept - Boathouse - impact fees	12,750
General Government - Transfer to Health Insurance Trust Fund	1,400,000
General Government - Purchase of and utilities for East Sherman Property	326,750
Streets - Separation payouts of Vacation & Sick Leave at retirement per contract	55,000
Streets / Engineering - Overlay Carryover from FY 19-20	233,358
Recreation - Sunset Lighting Project - Carryover	6,935
CARES Act - COVID Expenses - grant reimbursed	850,000
	\$ 3,602,659

CITY OF COEUR D'ALENE
FISCAL YEAR 2019-20 BUDGET AMENDMENT

<u>Other Funds - Added Expenses</u>	<u>Cost</u>
Library - State Grants	8,400
Library - Separation payouts of Vacation & Sick Leave at retirement per contract	70,000
CDBG - COVID-19 CARES Act Grant	199,675
Impact Fees - transfer for police substation	10,517
Impact Fees - transfer for Fire Boathouse	12,750
Impact Fees - transfer for NW Blvd Traffic Signals	300,000
Capital Projects - NW Blvd Traffic Signals	300,000
Capital Projects - Seltice Way - Carryover	15,275
Capital Projects - Downtown Signal Improvements	16,000
Wastewater - AWTF Facility Plan - Carryover	40,000
Wastewater - R/M Auto Collection	12,000
Wastewater - Tertiary Phase 2 Construction - Carryover	455,000
Wastewater - Sewer Replacement Collection - Carryover	400,000
Wastewater - Equipment Replacements	150,000
Wastewater - Plant / Collection SCADA Upgrade	22,000
Sanitation Fund - Garbage Collection	215,000
Parking Fund - Transfer 4th of July parking receipts to General Fund	11,221
Parks Capital Improvements Fund - Memorial Park Grandstand - carryover	1,100,000
Parks Capital Improvements Fund - Trail Realignment - Hubbard/River - NIC funded - carryover	170,000
	<u>\$ 3,507,838</u>

**CITY COUNCIL
Staff Report**

DATE: August 18, 2020
FROM: Stephanie Padilla, Accountant
RE: Approval for staff to develop and implement a Municipal Small Business Grant Program and obtain approval from the Governor’s Coronavirus Financial Advisory Committee (CFAC)

DECISION POINT:

Should Council direct staff to develop and implement a Municipal Small Business Grant Program to allocate a portion of the CARES Act funds received by the City of Coeur d’Alene to small businesses within the City that have been affected by the Coronavirus?

HISTORY:

The City of Coeur d’Alene has been allocated \$1,766,300 of CARES Act funds and Council accepted the funds during the July 7, 2020, Council meeting. Governor Brad Little has allowed municipalities flexibility on the use of the funds. Local governments are allowed to utilize their allocation of the CARES ACT fund to create a Municipal Small Business Grant Program to aid business affected by COVID -19 within the City limits. Several cities in Idaho are in the process of developing such programs.

FINANCIAL ANALYSIS:

As with all items related to the Coronavirus, the regulations regarding the use and approval of CARES Act funds is rapidly developing in a very short timeframe and involve limited funds. All funds allocated to the Municipal Small Business Grant Program are required to be disbursed by December 30, 2020. The total of \$1,766,300 in CARES Act funds allocated to the City are currently the only Coronavirus-related funds available. The recommended proportion of these funds to be allocated to the Municipal Small Business Grant is no more than 20%. For the City of Coeur d’Alene, this would be approximately \$340,000.

PERFORMANCE ANALYSIS:

Authorization by Council for staff to develop and implement a Municipal Small Business Grant Program will allow staff to submit a detailed plan to the State Controller’s Office for approval, establish a review committee, post grant information, and accept applications from qualified business. The City of Coeur d’Alene will be required to document and submit grant details to the Coronavirus Financial Advisory Committee (CFAC) to ensure that all Federal guidelines are met. All requests for funds through the Municipal Small Business Grant must be approved by the CFAC.

The Municipal Small Business Grant are for businesses:

- That are closed or whose business was interrupted pursuant to local health district or local government decisions made after June 20, 2020;
- That were otherwise not eligible for a state small business grant; and
- That have specific personal protective equipment (PPE) needs in order to operate safely.

Businesses qualifying for the Municipal Small Business Grant must:

- Have 500 employees or fewer;
- Have an EIN;
- Be in good standing and not federally prohibited from receiving funds;
- Have not received funds for the current purpose by other COVID-19 grant programs; and
- Have qualified business interruption or expenses caused by COVID-19.

DECISION POINT/RECOMMENDATION: The City Council should authorize staff to develop and implement a Municipal Small Business Grant Program to allocate a portion of the CARES Act funds received by the City of Coeur d'Alene to small businesses within the City that have been affected by the Coronavirus under established federal and state guidelines.

**CITY COUNCIL
STAFF REPORT**

DATE: August 18, 2020

FROM: Hilary Anderson, Community Planning Director

RE: Request to Abate, Demolish and Improve City-Owned Former Motel Sites at 1516 and 1620 E. Sherman Avenue

DECISION POINT:

Should Council approve a request from staff to abate, demolish and improve the city-owned East Sherman Motel Sites in support of revitalization efforts along the corridor using funds from the Fruitland Lane property sale and Fund Balance?

HISTORY:

The City entered into an agreement in April 2019 to exchange real property with Society of St. Vincent De Paul in the City of Cda, Inc. and the St. Vincent De Paul Salvage Bureau, Inc. for properties located at 1516 and 1620 E. Sherman Avenue in exchange for real property owned by the City located at 102/106 East Homestead in Coeur d'Alene. The City Council approved the exchange after a public hearing on June 4, 2019, and the transaction closed and the City obtained the properties on December 20, 2019.

During the public hearing, staff shared possible uses of the two properties and community preferences for how the sites could be utilized to further support the East Sherman revitalization efforts. A variety of uses were suggested with varying costs and levels of improvement, some requiring public-private partnerships or possible future acquisition of the sites by private parties for redevelopment purposes. While staff presented the various uses that could be achieved on the properties, it was also noted that the short-term goal and lowest cost investment would be to provide pocket park greenspace to allow for community gathering places and public parking to support the growing business community and avoid the potential challenges like the City has been experiencing with parking in Midtown. Longer term goals could include land exchanges and/or public-private partnerships in support of redevelopment consistent with the community vision outlined in the draft East Sherman Revitalization Plan.

PERFORMANCE ANALYSIS:

The former motels on East Sherman have sat vacant since September 30, 2018. They are not inhabitable in their current state and are not providing any value to the business district or surrounding neighborhoods sitting vacant, and could become an attractive nuisance if they continue to remain in their current state, potentially inviting vandalism or break-ins.

Staff is proposing to move forward this fall with asbestos abatement and demolition of the former motel buildings at 1516 and 1620 E. Sherman Avenue, and backfill the holes where the buildings are removed. The plan would be to keep the current asphalt parking areas in place over the winter and apply soil tackifiers to the exposed soil to ensure stormwater best management practices until the sites are improved in spring 2021. Staff is recommending improving the properties by maintaining power, water and wastewater connections, making both parcels development-ready by bringing in structural fill, adding some lighting and outlets to allow for farmers markets and community events, and adding public green space through the use of micro clover,

ornamental grasses and other low maintenance plants, irrigation, rocks, and picnic tables to create a low cost community gathering place, and adding new pavement to allow for public parking to support the district.

This recommendation is based on the discussion and decision by the City Council at the public hearing in 2019 and the cost-benefit of the various options. This proposal would cost the least amount of money and would allow maximum flexibility for both properties, including allowing the community to begin using the properties in 2021 for public green space in support of recreation, picnicking, small events, farmer's markets, and parking. The site improvements would also set up the properties for the option of possible future trades or assembling property for development opportunities.

The initial work would take place later this fall. The full site improvements are expected to take place in the spring of 2021.

It should also be noted that the buildings and parking lots were evaluated by staff to determine if they were salvageable for reuse. The buildings are not inhabitable in their current state and are not built to commercial standards. So, any upgrades to the buildings to allow for repurposing them would require costly improvements. The asphalt is in poor condition and there are grade separation challenges and large cracks that could prove to be a challenge and likely cost as much to salvage it as new pavement. For these reasons, staff is making the recommendation to move forward with the demolition and improvement of the properties.

FINANCIAL ANALYSIS:

Staff has received bids for the demolition, asbestos abatement, and fence rental. The bids are outlined below. The City's Streets & Engineering Department would assist with site preparation after the asbestos abatement and demolition work is completed. The work would include filling any holes, importing suitable soil to the site and compacting the soil, and preparing for the winter with stormwater management and construction best management practices. The Streets & Engineering crew would also be able to pull power for lighting and outlets, pave the parking areas, and install curb stops for the parking area. The City's Parks crew would install mulch and soil tackifier to the soil this fall for stormwater management, and then install the irrigation, micro clover, ornamental grasses street trees, rocks, and picnic tables in the spring. The Streets & Engineering crew would install new pavement in the spring.

Bids:

Asbestos Abatement: Summit Environmental, Inc. submitted a bid of \$1,965.00 for asbestos abatement at 1620 E. Sherman Avenue and \$7,749 for asbestos abatement at 1516 E. Sherman. The price difference for the asbestos abatement is based on the age of the buildings, and amount of asbestos material. The City only received one bid for asbestos abatement. It is a specialized service and both demolition companies work with Summit Environmentally. Additionally, the cost was under \$10,000.

Demolition: The City received bids from Talisman and Cannon Hill to do the building demolition. Talisman had a bid of \$67,771.00 for both buildings and Cannon Hill had a bid of \$80,000 for both buildings.

Fence Rental: The fence rental bid from Angler Fencing and Construction LLC was \$1,104 for 1516 E. Sherman Avenue and \$1,012 for 1620 E. Sherman Avenue. The City also received a bid from American On-Site Services for fencing. Their bids were \$750 each for 1516 E. Sherman Avenue and 1620 E. Sherman Avenue. The bids include labor for set up and take down and a monthly or two-month rental rate. American On-Site was the lowest bid with their set up and take down cost being a fixed cost of \$510 for each site and a monthly rental rate of \$240 per month per site. It is expected that the fencing would only be required for a few months

during the asbestos abatement, demolition and site preparation activities. Estimating two months of fencing, this would cost \$1,980.

Staff is proposing to use Summit Environmental for asbestos abatement, Talisman for demolition, and American On-Site Services for fencing. Talisman and American On-Site Services provided the lowest bids. Talisman indicated that they could do the demolition work in October. The total cost of the contracted work is estimated to be \$79,465.

Beyond the asbestos abatement and demolition, City staff will be able to prepare and improve the site. By doing the work in-house, the costs would be significantly less than hiring out for site preparation, asphalt work, and installation of the irrigation, vegetation and lighting. The in-house costs are estimated to be \$18,000 to improve both sites. The Streets & Engineering Department also has a number of curb stops that can be used for the parking areas and some light fixtures that can be repurposed, furthering cost savings to improve the properties. Asphalt and gravel would cost approximately \$5,000 and the electrical costs would be approximately \$10,000 (\$5,000 per site). The City's Parks & Recreation Department has picnic tables, rocks, soil, compost and miscellaneous parts on hand. They will need to purchase irrigation materials and some plant materials for a cost of less than \$3,000 for both sites.

The City received \$69,845.51 from the sale of the 3285 Fruitland Lane property, which closed in February 2020. Staff is expecting that the total cost of the contracted work plus in-house material costs required to improve both sites would be \$97,465. This would require approximately \$27,620 from Fund Balance to cover the difference.

DECISION POINT/RECOMMENDATION:

The City Council should support staff's request to abate, demolish and improve the City-owned East Sherman Motel Sites in support of revitalization efforts along the corridor using funds from the Fruitland Lane property sale and Fund Balance.

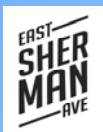


SUBJECT:

Request to Abate, Demolish and Improve City-Owned Former Motel Sites at 1516 And 1620 E. Sherman Avenue

DECISION POINT:

Should Council approve a request from staff to abate, demolish and improve the city-owned East Sherman Motel Sites in support of revitalization efforts along the corridor using funds from the Fruitland Lane property sale and Fund Balance?



1516 & 1620 E. Sherman Ave.



DECISION POINT/RECOMMENDATION:

The City Council should support staff's request to abate, demolish and improve the City-owned East Sherman Motel Sites in support of revitalization efforts along the corridor using funds from the Fruitland Lane property sale and Fund Balance.

