



# Coeur d'Alene CITY COUNCIL MEETING

*October 17, 2023*

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**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**

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

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room at 6:00 P.M.  
**AGENDA**

**VISION STATEMENT**

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

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

**October 17, 2023**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** None Scheduled

**C. PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATION:**

1. **Proclamation:** Careers in Construction Month – October 2023

**Accepted by: Levi Snyder, President of the North Idaho Building Contractors Association, and Emily Bradley, Executive Officer**

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

## G. ANNOUNCEMENTS:

1. City Council
2. **Action Item:** Mayor - Appointment of the following Student Representatives: Adeline Smith (rep), Henry DePew (alt) to the Arts Commission; Alex Pulsipher (rep), Emma Sharon (alt) to the CDA-TV Committee; Emmy Hazard (rep), Kenzie Thompson (alt) to the Childcare Commission; Ayla Frens (rep), Lola Burns (alt) to the Library Board; Gabriel Heule (rep) to the Parking Commission; Grace Wickham (rep), Tyler Voorhees (alt) to the Parks & Recreation Commission; Grayson Story (rep), Alistair McIntire (alt) to the Pedestrian/Bicycle Advisory Committee; Sage Pederson (rep), Kiley Hart (alt) to the Urban Forestry Committee.

### \*\*\*ALL ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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

1. Approval of Council Minutes for the September 25, 2023, and October 3, 2023, Council Meetings.
2. Approval of Minutes from the October 9, 2023, General Services/Public Works Committee.
3. Setting of the October 23, 2023 General Services/Public Works Committee.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of SS-23-04, Isom Addition: Final Plat  
**As Recommended by the City Engineer**
7. Approval of **Resolution No. 23-076** -
  - a. Approval of S-4-21; The Foundry: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security.  
**As Recommended by the City Engineer**
  - b. Approval a Contract with Filtration Technology, Inc., for the Purchase of a MIOX Chlorine Generator, in the Amount of \$101,075.00.
  - c. Approval of a Professional Services Agreement with FCS Group for the Preparation of the 2023-2024 Water Rate Study, in the Amount of \$65,000.00.
  - d. Declaration of Two (2) Police Department Vehicles as Surplus and Authorize the Sale at Auction.  
**As Recommended by the General Services/Public Works Committee**

## I. OTHER BUSINESS:

1. **Resolution No. 23-077** – Declaration of Emergency and Approval of the Expenditure of \$94,727.00 from the General Fund to Install a New TPO Roofing System at City Hall.

**Staff Report by: Adam Korytko, Building Maintenance Superintendent**

**J. PUBLIC HEARING:**

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

1. *(Legislative)* Property Exchange with Costco Wholesale Corporation. The Property to be Exchanged is Described as a Parcel of Land 6,288 sq. ft. in Size, Located Adjacent to the Costco Property on E. Neider Avenue, with a Value of \$30,000.00.

**Staff Report by: Randy Adams, City Attorney**

- a. **Resolution No. 23-078** - Approving Land Exchange with Costco Wholesale Corporation, and Authorizing the Mayor to Sign the Purchase and Sale Agreement, and Easement.

**K. ADJOURNMENT**

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

# PRESENTATIONS

PROCLAMATION

WHEREAS, this month is designated to help increase public awareness of the opportunities available in construction trades professions; and

WHEREAS, during this month, employers, libraries, associations and schools are encouraged to conduct job fairs, panel discussions, and local community events to inform students of the vast employment opportunities in construction; and

WHEREAS, the construction industry is one of the largest industries in our county and our nation largest, employing more than 5 million individuals in the United States; and

WHEREAS, we are pleased to honor the construction trades professional and the critical role they play in the development of North Idaho; and

WHEREAS, through a collaborative effort that reaches policymakers as well as local educators and high school students, our goal is to effectively address some of the issues that have contributed to chronic labor shortages and misperceptions of careers in construction, to develop a skilled workforce for the future; and

WHEREAS, the National Association of House Builders (NAHB) Student Chapters program is dedicated to enriching the educational experience of students by offering them first-hand exposure to the real world of the building industry through NAHB membership, educational programming, and networking opportunities including the North Idaho Building Contractors Association Student Chapter at Kootenai Technical Education Campus; and


NOW, THEREFORE, I Jim Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of October 2023 as

**"CAREERS IN CONSTRUCTION MONTH"**

In the City of Coeur d'Alene and urge all citizens to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of October, 2023.



  
Jim Hammond, Mayor

ATTEST:

  
Renata McLeod, City Clerk

# ANNOUNCEMENTS

# MEMO TO COUNCIL

**DATE: OCTOBER 11, 2023**

## **RE: APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES**

The following appointments are presented for your consideration for the October 17, 2023, Council Meeting:

ARTS COMMISSION	ADELINE SMITH (Rep) (Reappointment) HENRY DePEW (Alt)
CDA-TV COMMITTEE	ALEX PULSIPHER (Rep) EMMA SHARON (Alt)
CHILDCARE COMMISSION	EMMY HAZARD (Rep) KENZIE THOMPSON (Alt)
LIBRARY BOARD	AYLA FRENS (Rep) LOLA BURNS (Alt)
PARKING COMMISSION	GABRIEL HEULE (Rep)
PARKS & RECREATION COMMISSION	GRACE WICKHAM (Rep) TYLER VOORHEES (Alt)
PEDESTRIAN/BICYCLE ADVISORY COMMITTEE	GRAYSON STORY (Rep) (Reappointment) ALISTAIR McINTIRE (Alt)
URBAN FORESTRY COMMITTEE	SAGE PEDERSON (Rep) KILEY HART (Alt)

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Sherrie L. Badertscher  
Executive Assistant

cc: Renata McLeod, City Clerk (CDA-TV Committee Liaison)  
Sherrie L. Badertscher, Arts Commission Staff Support  
Kelley Setters, Childcare Commission Liaison  
Michael Priest, Library Board Liaison  
Monte McCully, Pedestrian/Bicycle Advisory Committee Liaison  
Bill Greenwood, Parks & Recreation Commission  
Nick Goodwin, Urban Forestry Committee Liaison  
Stephanie Padilla, Parking Commission Liaison



# CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING OF THE  
COEUR D'ALENE, IDAHO,  
CITY COUNCIL HELD IN THE LIBRARY COMMUNITY ROOM  
September 25, 2023, AT 12:00 P.M.

The City Council of the City of Coeur d'Alene met in continued session with the Planning Commission in the Library Community Room held at 12:00 P.M. on September 25, 2023, there being present the following members:

James Hammond, Mayor

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

Tom Messina ) Members of the Planning Commission Present  
Lynn Fleming )  
Brinnon Mandel )  
Sarah McCracken )  
Peter Luttrupp )  
Phil Ward )  
Jon Ingalls ) Member of Planning Commission Absent

**STAFF PRESENT:** Troy Tymesen, City Administrator; Randy Adams, City Attorney; Hilary Patterson, Community Planning Director; Sean Holm, Senior Planner; Stephanie Padilla, City Accountant; Ted Lantzy, Building Official; Thomas Greif, Fire Chief; Jeff Sells, Deputy Fire Chief; Bill Greenwood, Parks & Recreation Director; Lee White, Police Chief; David Hagar, Police Captain; Chris Bosley, City Engineer.

**CALL TO ORDER:** Mayor Hammond called the meeting to order and noted that the purpose of the meeting was to provide an opportunity for the Council and Planning Commission (acting as the Development Impact Fee Advisory Committee) to receive an update on the Development Impact Fee Study for Fire, Police, Parks, and Transportation, and to hear a briefing on Annexation fees.

**STAFF REPORT:** Senior Planner Sean Holm explained the City of Coeur d'Alene (City) was conducting a study to update both the development impact and annexation fees in accordance with Title 67, Chapter 82 of Idaho Code with the assistance of Welch Comer Engineers (overall project management, needs assessments, and Capital Improvement Plans), FCS Group (analysis alternatives, fee calculations, study), and Iteris (regional demand/traffic modeling). He said the existing development impact fee study was completed in 2004, and neither the fees nor study had been adjusted since. The annexation fee was last adopted by Resolution in 1998. He noted Impact

Fees represent the value of the proportional share of fire, police, park, and transportation system capacity that the new user, or redeveloping user, would utilize. Impact fees were a one-time fee for new development, not ongoing rates. Mr. Holm explained that the annexation fee represented the share of property tax-supported City functions. He mentioned for the needs assessment and Capital Improvement Plan (CIP) tasks, the following work had occurred:

- Welch Comer worked with both fire and police staff on a needs assessment and impact fee CIPs.
- Welch Comer and Iteris worked with engineering staff to assemble a roadway CIP based on data from multiple sources and vetting with the KMPO regional demand model.
- Welch Comer worked with engineering and parks staff to develop a non-motorized transportation CIP after gathering information from various existing planning documents.
- Welch Comer developed a parks CIP after gathering information from the City's parks master plan and working closely with parks department staff.
- Iteris pulled trip data from the KMPO regional demand model for use in the transportation impact fee calculations.
- FCS GROUP developed various alternatives for the impact fee and presented options to the Development Impact Fee Committee. They prepared a policy alternatives memo and the draft report.
- FCS GROUP also updated the annexation fee calculations based on the 1998 methodology.

Mr. Holm noted there had been two (2) workshops to date with the Planning and Zoning Commission, which acts as the Development Impact Fee Advisory Committee (Committee) for the City. The first workshop was on May 17, 2023, wherein they discussed growth assumptions, obtained input on fire and police CIPs, and received input from the Committee on alternatives. The second workshop held on July 18, 2023, was to obtain feedback from the Committee on the transportation and parks CIPs, present initial fee findings, and compare fees to other similarly sized or nearby communities in Idaho. He said the purpose of today's joint workshop was to provide the information to Council on the fee methodologies and draft fee calculations for the Impact Fee and Annexation Fee updates, and give them an opportunity to ask questions, gain understanding of methodology, and provide feedback in advance of the hearings to approve the CIPs, adopt the study, and update the fees. He explained the next steps would be conducting a hearing to adopt the CIPs, which was tentatively planned for November, and the hearing to adopt the study and update fees was tentatively scheduled for early December. He said that additionally, City staff and Welch Comer staff were scheduled to update the Executive Committee of the North Idaho Home Builders Association (NIBCA) on October 19.

Mr. Holm introduced Melissa Cleveland, Senior Project Manager with Welch-Comer who gave an overview of the information they would be presenting. She said the purpose of the study was to update Impact and Annexation Fees, examine the fee methodology and alternatives, update fee basis, and recommend new fees. Todd Chase, FCS Group said Impact Fees were calculated by the eligible cost of planned capacity increasing facilities, divided by growth in system capacity, minus the existing Fund Balance, which equaled the Impact Fee charge per unit of capacity. Fees were based on projected facilities. He noted key considerations were the applicable customer base which included existing customers, the planning period (which must match the CIP numerator which was 10 years for the study), location, and units of growth. He mentioned Impact Fees were one-time fees for net new development, and not ongoing fees. The fee represented the value proportional share of system capacity that the new user (or redeveloping user) would utilize. He said Development Fees for capital investments, which increase system capacity, were Parks, Fire and Police Facilities, and Transportation (roadways and bicycles/pedestrian facilities). He said their draft study was 90% completed and they had been asked by the Committee to make a few amendments and scale fees by residential home size, consider parks fees for both residential and non-residential uses, eliminate quadrants in the transportation fee, simplify land use categories, reduce the Julia Street overpass in the CIP to include only pre-engineering/planning, and consider specific Assisted Living Facilities in public safety fees. He noted that after researching relevant data, the Parks Impact Fees CIP was \$16.9 million which equated to \$983 per customer unit, the Transportation Impact Fees CIP without the overpass equaled \$89 million and equated to \$3,421 for a single-family dwelling unit (SFDU), or with the overpass \$91 million which would be \$3,659 for a SFDU. The Police and Fire CIP was estimated at \$8.4 million for Police (\$6 million of eligible costs), which equaled \$1,207 per residential dwelling, and Fire at \$9.2 million which would be \$1,151 for residential dwellings. He noted they did an analysis of incident responses by police and 62% were to residential dwellings, 3% to Assisted Living Facilities, and 35% to all other building types. He mentioned the defensible impact fee scaling would amount to \$3.87 per square foot for residential purposes. Multi-family at \$4.41 per square foot, Assisted Living Facility at \$7.94 per square foot, and Hotels/Motels \$4,559 per unit. He mentioned the fees were shown before credits such as existing site improvements.

Mr. Chase said Annexation Fees were currently \$750 per dwelling unit for property outside of City limits and was based on property tax supported City functions. He said after growth data was measured the proposed Annexation Fee, which was indexed to July 2024, would be \$1,133.

**DISCUSSION:** Councilmember English noted the Julia Street overpass was a high priority project and suggested keeping engineering in the fees. He also suggested assisted living facilities be analyzed by their non-profit or for-profit criteria.

Councilmember Gookin said a legal description of what the law allowed in regard to Impact Fees was needed and should include how they were calculated and how to justify their use. He asked if park projects were listed in the Parks Master Plan, with Parks Director Bill Greenwood responding they were. Mr. Greenwood explained non-developed park space such as Tubbs Hill were not included in the plan as it contained already developed park space. Councilmember Gookin said he had concerns with the single-family home equation. He noted Urban Renewal was supposed to be doing the Julia Street overpass project and had concerns with it being included in the Impact Fees. He requested projections be provided on growth, current fees, and include

annexation fees. He noted an Impact Fee Study had been completed 6-7 years ago and requested the previous study be presented to Council. Councilmember Wood asked how the calls for service assessment was done. She noted there were over 60,000 and why was the City not allowed to charge for all calls, with Mr. Chase responding they could; however, they would need to be listed. Councilmember Wood asked about the data on calls for the Fire Department, with Fire Chief Tom Greif responding they would provide it. Councilmember Wood noted accurate data was needed for the Fire Department calls for service, industrial uses should be divided by categories, and noted she was okay with the Parks Master Plan and the difference between developed and non-developed parks space. Councilmember Evans noted Mr. Holm's staff report included the code section related to Impact Fee law. She asked for the difference between an accessory dwelling unit and short-term rentals, with Ms. Cleveland responding it was difficult to capture the short-term rental as the data available was supplied at the time the building permit was acquired. Mr. Chase said accessory dwelling units added to the property would capture the fee, yet an existing house converted to a short-term rental may be missed as Ms. Cleveland had explained the fee was captured at the time of the building permit. Councilmember Miller noted the parks assessment fee didn't change for multi-family and asked why, with Ms. Cleveland responding the fee had changed and was included in the square foot calculations. Councilmember Miller asked if when analyzing the growth comparisons, were demographics reviewed when looking at Impact Fees for Assisted Living Facilities. Ms. Cleveland said the issue had come up in prior workshops, yet Fire had a large number of calls to Assisted Living Facilities which is why the facilities were included. Councilmember Miller asked if call for service to hotels/motels/bars were captured in the commercial numbers, with Ms. Cleveland responding they were. Mr. Holm noted calls for service to motels were discussed during early planning and it was decided to categorize them in with commercial uses. Councilmember Miller noted there were park system expansions listed in the plan, with Mr. Greenwood responding they had a large list of parks in the Parks Master Plan and had looked at the priorities over the next 10 years in order to include them in the Impact Fee Study. Ms. Cleveland noted impact dollars would have to be spent on the Impact Fee CIP, yet the CIP could be modified as needed with Council approval. Councilmember Wood asked why there was such a difference between the City's and Post Falls's Impact Fees, with Ms. Cleveland responding Post Falls had just updated their impact fees. Councilmember Gookin asked for clarification on modifying the CIP, and mentioned Impact Fees had been used for a signal on Wilbur and Ramsey Avenues, in which he did not recall Council modifying the CIP in order to use impact fees for the signal. Mayor Hammond said in his experience Impact Fees could only be used for items identified in the CIP and not for past projects. He said he would like additional data on fees based on square footage, and stressed they should not delay the implementation as fees had not been looked at in many years. He would like to see a stepped approach in implementation of the new fees and felt they were comparable with nearby cities. Councilmember Gookin asked if it was feasible to base fees on house cost or by number of bedrooms instead of size, with Mr. Chase responding they would need to look at nexus of comparable data. Ms. Cleveland noted it may be problematic to base fees by house cost or number of bedrooms as there were many instances of rooms being used as studies and offices. She said it was advisable to base fees by square footage. Councilmember Gookin asked if additional square footage was added to a dwelling unit could it be charged the Impact Fees, with Ms. Cleveland responding it could if the fee was based by square footage. Councilmember Gookin noted the cost of housing had increased greatly and why hadn't the fee increased at the same amount, with Ms. Cleveland responding the figures were based on water/sewer use fees. Councilmember Gookin asked if increased operating costs were included in

amounts, with Ms. Cleveland responding they were. Councilmember Gookin asked how much annexation may be expected in the next ten years, with Ms. Patterson responding there were small pockets throughout the City. Councilmember Wood asked if the Annexation Fee would constantly inflate, with Mr. Chase responding it could if it were adopted by Resolution or Ordinance to include an escalated fee based on the Consumer Price Index (CPI). Mayor Hammond said the Impact Fees and Annexation Fee needed to move forward, and that the Planning Commission had been working on the Plan for a while. Commissioner McCracken noted the Fire Department calls for service data was still needed, and noted that in the past, the City had been challenged on its Impact Fees so it was important to base them on numbers which could be justified. Commissioner Fleming said the quadrants should be removed and the uses shouldn't be broken down too much. She said the study felt heavy handed in regard to elder care facilities and the approach should be to spread out the fees more evenly. She noted additional hotel rooms were also needed and the fee should be more accommodating to that use. She said overall, the numbers were good and mentioned that hotels, motels, and STRs were used as staging for medical workers. Ms. Cleveland said the largest change to fees for hotels and motels was adding the Parks Impact Fees. Councilmember English noted daycares were needed in the community as well. He said Fire/EMS were obligated to respond to some calls. Mr. Chase mentioned if fees were reduced in some areas, they would need to be adjusted onto other uses. Commissioner Coppess noted baseline cost of services were used for fees and he was unsure fees could be broken down by demographics. Mr. Chase concurred it would be difficult to base fees on demographics.

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

**MOTION:** by Gookin, seconded by English, that there being no further business of the City Council, this meeting is adjourned. **Motion carried.**

The meeting adjourned at 1:33 p.m.

ATTEST:

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Sherrie L. Badertscher  
Executive Assistant

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

October 3, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on October 3, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor ) Absent  
Woody McEvers ) Mayor Pro Tem  
Dan Gookin ) Members of Council Present  
Dan English )  
Kiki Miller )  
Amy Evans )  
Christie Wood )

**CALL TO ORDER:** Mayor Pro Tem McEvers called the meeting to order.

**PLEDGE OF ALLEGIANCE:** Councilmember Gookin led the pledge of allegiance.

**PRESENTATION:** Library Director Michael Priest and Library Board of Trustees Chairman Jim Windisch presented Fay Sweney with a plaque in recognition of her 42 years of volunteer service to the Library. Library Board Chairman Windisch said Ms. Sweney had begun her volunteer service when 20,000 people lived in Coeur d'Alene, 42 years later the population had doubled, and now the Library was in its new location. He said Ms. Sweney always sought out training and skills for the Board to ensure the highest standards were followed. He thanked her for her many years of financial oversight and developing good policies. Ms. Sweney thanked Mr. Windisch for the kind words and said it had been a privilege to serve the Coeur d'Alene Library, that great libraries seek to build communities, and she was grateful to former mayors and councilmembers who had shared the Board's vision for the library. She said it had been an honor, privilege, and gift to serve.

**ANNOUNCEMENTS:**

Councilmember Miller thanked Ms. Sweney for her many years of service to the Library and the citizens of Coeur d'Alene. She said the Library had approved their Strategic Plan and had received two (2) grants to purchase Chromebooks. She mentioned she had been a host of the welcoming dinner for the USS Idaho nuclear submarine crew. She said she was recently appointed to the Association of Idaho Cities (AIC) Board of Directors, representing the five (5) North Idaho counties, and the swearing in would take place in Boise on October 24.

Mayor Pro Tem McEvers requested the appointment of Iris Siegler to the Childcare Commission.

**MOTION:** Motion by Wood, seconded by Evans, to appoint Iris Siegler to the Childcare Commission.

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

**PUBLIC COMMENTS:**

Diana Sheridan, Coeur d'Alene, thanked Council for moving public comment before the consent calendar on the agenda. She said she was concerned with the recently approved FY23-24 budget using 3% property tax increase and Fund Balance. She said city reserves would be below recommended amounts and suggested Council review budgeted amounts now in order to make the needed cuts.

Clark Albritten, Coeur d'Alene, said he echoed Ms. Sheridan's concerns and that the budget was in need of review now.

Justin O'Connell, Coeur d'Alene, made comments in regard to pharmacies and the sheriff checking out and not returning books to the library.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the September 19, 2023, Council Meeting.
2. Setting of General Services/Public Works meeting for October 9, 2023.
3. Approval of Bills as Submitted.

**MOTION:** Motion by Gookin, seconded by Evans, to approve the Consent Calendar as presented.

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

**RESOLUTION NO. 23-073**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT TO, R&R NORTHWEST LLC, FOR THE 3<sup>RD</sup> STREET MOORING DOCK REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$483,823.75.

**STAFF REPORT:** City of Coeur d'Alene Trails Coordinator Monte McCully said that in 1999/2000 the Parks Department received a grant to build mooring docks at 3<sup>rd</sup> Street. Over the next 20 years, the docks were heavily used by the boating public. He noted they were made of wood and had only a limited life span. He said last year the Parks Department applied for a Waterfront Improvement Grant through the Idaho Department of Parks and Recreation which had been awarded this year. He mentioned the original estimate to rebuild the docks was \$511,500, with the City committed to paying a 32% match. The project went out to bid and R&R Northwest LLC was the lowest bidder at \$483,823.75. He noted the City's match at 32% would be \$154,823.60 and come from the Parks Department Waterfront Improvement Fund (WIF). The



remaining funding for the project would come from State WIF Grant Funds in the amount of \$329,000.15.

**DISCUSSION:** Councilmember Wood said she appreciated Mr. McCully's efforts to seek and secure funds to replace the docks. Councilmember Miller asked which docks would be replaced, with Mr. McCully responding the mooring docks near the Buoy Restaurant and Fire Boat House.

**MOTION:** Motion by Evans, seconded by Miller, to approve **Resolution No. 23-073** - Approving a Contract with R&R Northwest, LLC. for the 3rd Street Mooring Dock Replacement Project.

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

#### **RESOLUTION NO. 23-074**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT TO, STANRAFT CONSTRUCTION GROUP FOR THE STREETS & ENGINEERING DEPARTMENT BUILDING RENOVATION IN AN AMOUNT NOT TO EXCEED \$1,036,987.00.

**STAFF REPORT:** Streets and Engineering Director Todd Feusier said Council had previously approved the Streets & Engineering Building Remodel Project. The project was placed out for bids, and advertisements were run in the CDA Press on August 17, 2023, and August 24, 2023. The bid openings took place on September 21, 2023, with two (2) responding bids from StanCraft Construction Group (\$1,036,987.00) and TW Clark Construction LLC (\$1,118,400.00). He said the total funding requested for the project was \$1,036,987.00 for the StanCraft Construction Group bid including all add alternates. The FY 2023-24 Budget included \$1,000,000.00 for the project, with \$600,000.00 coming from American Rescue Plan Act (ARPA) funds, and \$400,000.00 from the General Fund's Fund Balance. He mentioned an additional \$36,987.00 would be allocated to the project from cost savings due to the purchase of a dump truck coming in under budget. He said approval of the agreement would allow the City to proceed with the remodel project which included offices, meeting rooms, restrooms, and similar related support spaces for the Streets & Engineering Department's relocation to the renovated areas of the Maintenance Building. He mentioned the improvements would bring the building into compliance with current life-safety code requirements for the planned occupancy and that both bids received were below the engineer's estimate.

**DISCUSSION:** Councilmember Wood said that Stancraft completed quality projects and asked when the project would be completed, with Mr. Feusier responding in March/April 2024. Councilmember English noted it was a good project and appreciated the scope of it meeting the City's needs. Mayor Pro Tem McEvers asked how old the building was and if construction would impact the Department's regular work, with Mr. Feusier responding it was built in the 1990's and the project would be completed during daytime hours with phasing implemented in order to keep the staff working.

**MOTION:** Motion by English, seconded by Wood, to approve **Resolution No. 23-074 - Approving an Agreement with StanCraft Construction Group for the Streets and Engineering Building remodel.**

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

### **RESOLUTION NO. 23-075**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE SOLE SOURCE PROCUREMENT OF SEVEN (7) POLICE VEHICLES FROM CHALMERS FORD IN NEW MEXICO IN THE AMOUNT OF \$365,470.00, AND AUTHORIZING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT REQUIRED BY IDAO CODE § 67-2808(2).

**STAFF REPORT:** Police Captain David Hagar said the Police Department (Department) was currently requesting six (6) new patrol vehicles to replace high mileage, worn patrol vehicles currently in use by the Department. He noted the purchase of the vehicles were included in the FY 2023-24 Budget. He said the Department must also replace one (1) patrol vehicle that was totaled in a collision. He mentioned new police rated patrol vehicles were currently in very short supply, and the Department's order which had been placed in October 2022 had been cancelled by the manufacturer along with many other agencies orders. He said at this time the only vehicles available for purchase were the randomly fulfilled orders by various dealerships around the country and, when a dealership received an order, agencies around the country were trying to acquire the vehicles. On Friday afternoon, September 15, 2023, the Department received information that Chalmers Ford in New Mexico received a shipment of 20 Police Ford Explorer Interceptors from an earlier order. Within a couple hours, 11 of the vehicles were purchased by another agency. The Department worked quickly to research the vehicle options and costs and determined that they were a fit for the Department. After consultation with the City Administrator, a purchase order was provided to the dealer to hold the vehicles for the Department as there were several other agencies vying for the same vehicles. The sole source purchase of the vehicles was due to extremely limited inventory of police-rated vehicles as no other vendor could be located at this time. Any delay in claiming the vehicles may result in them going to other purchasers. Because of the short supply and high demand for police vehicles, the 14-day timeline for public notice of bid requests would not have been possible. Failure to move on the currently available vehicles would have resulted in the Department not acquiring the vehicles needed to replace worn, high mileage vehicles. He said the six (6) replacement vehicles have been authorized in the 2023-2024 budget and the additional vehicle to replace the one that was totaled in an accident would be funded through the City's insurance claim and Department position vacancy savings.

**DISCUSSION:** Councilmember Wood said she appreciated the networking to locate the police cars and was in favor of the purchase. Councilmember McEvers asked what made a police car different than regular cars, with Captain Hagar responding they had a better alternator, second battery to power the additional electronics, ballistic panels in doors, prewired for emergency equipment, predrilled pillars for spotlights, and they were purchased without a back seat as the Department would install a different one which met their needs.

**MOTION:** Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-075 - Approving the Sole Source Purchase of Seven Police Vehicles from Chalmers Ford in New Mexico, in the Amount of \$365,471.00.**

**DISCUSSION:** Councilmember Miller explained that sole source purchasing was used when there wasn't another supplier available, with City Attorney Adams adding that Subsection 8 of the State Code says it is to be used when the competitive solicitation was impractical, disadvantageous, or unreasonable under the circumstances.

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

**(QUASI-JUDICIAL) APPEAL OF THE PLANNING COMMISSION DENIAL ON AUGUST 8, 2023 OF S-5-23; PUD-1-23; KAUFMAN ESTATES, LOCATED AT 2810 N. 17<sup>TH</sup> STREET**

Mayor Pro Tem McEvers said there were many people signed up to give public testimony and asked for City Attorney Randy Adams to explain the appeal hearing process.

Mr. Adams said the item before Council was the appeal of the denial of S-5-23/PUD-1-23 Kaufman Estates from a decision by the Planning and Zoning Commission. An appeal to City Council was governed by Municipal Code § 17.09.125. The appeal was a quasi-judicial proceeding, meaning Council were acting as the judges of the facts. It was Council's duty to be impartial, fair, and thorough. The City ordinances required Council to hold a public hearing on the appeal. He said it was not a de novo hearing, which meant that the record from the earlier Planning Commission hearing was evidence in the Council hearing. He noted that, during the public hearing, Council would hear from staff, who would provide the background relevant to the appeal without taking sides, from the applicant, and from members of the public who wished to testify. He said all evidence relevant to the appeal was admissible and if Council had any questions about the relevancy of any piece of evidence, the Mayor Pro Tem may ask legal counsel. He noted Council must decide the appeal on a majority vote based on all the evidence. He said if any Council Member had received or otherwise obtained information related to the matter before them tonight, they should state when they received it, from whom or by what means, and explain the substance of the communication. He said it must be done before the appellant presented his case so that he had an opportunity to address any information Council had received. If it was new evidence and the appellant requests additional time to respond, the appeal hearing should be continued. He said the appellant had what was called the burden of persuasion, which meant that the appellant must show, or prove that his application should be granted. He noted a fact that was important to Council's decision was proved if they believed it was more likely true than not true. He said that, at the conclusion of the hearing, Council would discuss the appeal and evidence in public session. He noted the options were to approve the application, to conditionally approve it, to refer it back to the Planning Commission for further findings, or to deny it with or without prejudice. He said if something was denied without prejudice, the applicant may reapply immediately. If something was simply denied, the applicant had to wait at least one-year to reapply. In addition, Council could defer a decision to a later date and ask the parties to provide additional information if Council believed there was a need. He said that in making its decision, the Council should consider the purpose and intent of the PUD regulations, as well as the language of those regulations contained in M.C. § 17.09.715(B). He said a worksheet had been provided to Council which indicated what

the applicant must show in order to be approved, the decision should be made by motion, the motion should address each element on the worksheet, and should also include a specific factual basis for each element.

Mayor Pro Tem McEvers said the City Clerk would swear in those giving public testimony and asked all those in attendance who wished to give public testimony to stand and be sworn in.

**APPLICANT:** Jeramie Terzulli, Olson Engineering, said he was representing Todd Kaufman owner and developer of Kaufman Estates for the Subdivision S-5-23/PUD-1-23 appeal of the Planning Commission's denial of the project. He said the PUD conformed with the Comprehensive Plan, was compatible with the location, uses on adjacent properties, natural features on the site and surrounding area, was adequately served by streets and services, provided adequate open space/common areas, sufficient parking, and the HOA would provide the common area maintenance. He noted the Planning Commission's Finding B8, Objective CI 1.1, that the project did not foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement, was incorrect as the community had an opportunity to be involved. He mentioned public comment was provided at the 2022 Planning Commission meeting, they met with adjacent property owners after the 2022 public hearing, had redesigned the project including the 25% density reduction and increased parking and open space, and public comment was held during the 2023 Planning Commission public hearing. He noted there was a lot of public involvement in the process. He said in regard to Finding B8, Objective CI 3, Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households, the project was consistent with the Comprehensive Plan Future Land Use Map, "Compact Neighborhood" zones and housing types, close to commercial corridors, and the Downtown Business District and I-90. He said the homes were intended for workforce/entry level housing, provided an underrepresented housing type in the area, and was consistent with infill objectives, and he noted because of the before mentioned items, they were confused by the Planning Commission's finding on this goal. He said in regard to Finding #B8B, the project was close to downtown and commercial services, a walkable/bikeable distance to Best Ave, Government Way, and Kathleen Ave, close to recreational areas, was in an urban to suburban transition area, there were several infill projects within a ¼ mile radius, there were a mix of single-family, multi-family, and duplexes within a ½ mile radius, and the change in architectural style was more consistent with surrounding homes. Additionally, the design and planning of the site was compatible for the location, setting, and existing uses on adjacent properties. He said he used the term adjacent to represent the ¼ and ½ mile radius of similar projects. He noted I-90's width at 15<sup>th</sup> Street at 350' and felt the definition of adjacent would include the higher density locations in the previous request. He said the request was for 18 twin homes and the only deviation was the reduced setbacks. He noted the property was zoned R-12 which allowed for 8 duplexes (16 units) to be built on the property with a subdivision, and that the R-12 duplex option would require less design criteria. He said if the appeal was not overruled, they would submit for approval of the duplex option. He stated the basis of the appeal was misplaced discretion by the Planning Commission.

**DISCUSSION:** Councilmember Gookin asked for additional information on twin-homes, with Mr. Terzulli explaining that each party wall shared by units was the property line and each were a separate unit and owned individually, and that a duplex was owned by the same one owner. Councilmember Wood asked for the difference between tiny homes and twin homes, with Mr. Terzulli responding that tiny homes were on average 300-400 sq feet, and a twin home was 1200-1400 sq feet per unit and normally 2-3 bedrooms in each home. He said nine (9) twin homes equaled 18 units. Councilmember Wood said the Comprehensive Plan was open to interpretation. Mr. Terzulli said the Comprehensive Plan designated the project area as compact neighborhood and encouraged this type of project and density. Mr. Terzulli said some of the neighborhood concerns included that the units would all become rentals and a land grab to the east. Councilmember English noted Habitat for Humanity's current model was similar to the proposed project and the Comprehensive Plan did contain some areas where higher density was allowed. Councilmember Miller asked how many parcels were similar to the project's size, with Mr. Terzulli responding there weren't many similarly sized to his project. Councilmember Miller said the 2.3-acre site could be developed into 16 duplexes which couldn't be owned individually, with Mr. Terzulli noting the eight (8) duplexes would sell in the \$750,000 range per structure. Councilmember Miller said that, according to the area median income, 20% of people currently living in Coeur d'Alene could not afford to purchase a home, and homes in the \$350,000 range were needed. She noted a Development Agreement could be drafted which would contain tools such as a deed restriction and could help guarantee they were designated for median income levels and ensure that after purchase they were not converted to rentals. Mr. Terzulli said they would be willing to have a conversation on deed restrictions, but wouldn't agree to one without reviewing the details beforehand. Councilmember Miller noted there were tools available and could be offered to the local worker range which was 80-120% of area median income. Councilmember Miller asked if twin-homes were listed in the compact neighborhood designation of the Comprehensive Plan, with Mr. Terzulli responding there were similar housing types and the twin-home was a less impactful land use than a duplex. Councilmember Evans asked Mr. Terzulli to expand on the affordability of the twin-homes and what was being done to ensure the units stayed affordable, with Mr. Terzulli responding he was unsure how they could guarantee affordability and noted they had been working on getting approval for the project for 18 months. He said units would be priced in the \$335,000 to \$395,000 range. Councilmember Miller noted the area medium income language should be used for possible deed restrictions, and not housing price. Councilmember McEvers asked how could it be guaranteed that the units would not become rentals, with Mr. Terzulli responding it could be written into the CC & R's. City Attorney Adams noted Council could approve the project with conditions which could be contained in an accompanying Development Agreement.

**STAFF REPORT:** Associate Planner Tami Stroud said Olson Engineering, on behalf of Todd Kaufman, applied for approval of a Planned Unit Development (PUD) request to allow 18 lots and two (2) tracts known as "Kaufman Estates" PUD in the R-12 (residential at 12 units per acre) Zoning District. The Planning Commission conducted a public hearing on August 8, 2023, and unanimously denied the application. The applicant filed a timely appeal. The subject property is located at 2810 N. 17<sup>th</sup> Street, slightly southeast of Stiner Avenue, north of Gilbert Avenue, and south of Nettleton Gulch Road. The property is an approximately 2.3-acre site with an existing single-family dwelling and accessory structure that will be removed. The applicant proposed a PUD as part of the request. She said the PUD, as designed, would consist of 18 lots, with two (2) open space tracts, one tract that will contain the private road and the other tract will contain the

required open space. The applicant indicated that the 18 lots are designed for twin-homes, which are like duplexes except that they are on individual lots with one shared wall and zero lot line construction, have separate utilities, and may be sold as real property. She noted the project was designed for one of the units in each structure to contain a one-car garage with a smaller overall footprint, while the other unit would be larger and contain a two-car garage. The 18 proposed buildable lots would have access to a private road within the development and the private road would have a single access connection to N. 17th Street. The total number of units would be 18. She said the applicant had also proposed an additional 22 parallel parking stalls along the south side of the private road. The applicant proposed 12,400 square feet (SF) of open space (or 12%) that would be located in a tract known as "Tract B" on the preliminary plat. She noted the open space amenities included a grassy area with a walking path, trees, shrubs, and a picnic area with a gazebo. She mentioned the open space area would be maintained by a Homeowners' Association (HOA). The applicant had indicated that the project would be completed in one phase with construction beginning in spring/summer of 2024 and completed by late 2024/early 2025. She said the proposal originally came to the Planning Commission for a public hearing at the August 9, 2022, meeting. It was presented to Planning Commission with a request for 24 twin-home units on a 2.3-acre parcel with two (2) open space tracts and a private road. The request was unanimously denied. On February 10, 2023, the development team, including Jeramie Terzulli, of Olson Engineering and Todd Kaufman, owner and developer of Kaufman Estates, met with several of the neighbors surrounding the proposed development to discuss the project. The neighbors shared their concerns with the density and compatibility, and their hope that single-family homes would be built on the parcel. Mr. Terzulli and Mr. Kaufman explained that they would like to build the twin-homes and sell them individually. On August 8, 2023, the Planning Commission conducted a public hearing on the new proposed PUD and Preliminary Plat, and again the application was unanimously denied. The modified request was for 18 twin-homes on the 2.3-acre parcel. The PUD request included a +/- 12,000 SF of open space that would be open to the public. It also included an additional 22 parallel parking spaces proposed on the south side of the private street for visitor parking, in response to the comments and feedback from the hearing on August 9, 2022. The applicant is appealing the Planning Commission's August 8, 2023, denial, contending that the Planning Commission abused its discretion because of bias in favor of members of the public who were opposed to the application. In addition, the applicant contends that the Planning Commission manipulated the term "adjacent" and erroneously applied the term to the application. She said the applicant requested approval of "Kaufman Estates" PUD with the following deviations: Lots fronting on a private street rather than a public street, allow for twin-home type construction in the R-12 Zoning District, Minimum Lot Area of 2,663 SF for a twin-home unit rather than 3,500 SF, side setback (interior) of 5' and 0' rather than 5' on one side and 10' on the other, street-side setback of 5' rather than 10', sidewalk on one side of street rather than sidewalks on both sides of street, and 30-foot lot frontage for each twin-home lot. She explained that if Council decided that the denial of the PUD was in error, it should address each of the requested deviations or remand the matter to the Planning Commission to address the deviations. She said a Planned Unit Development may be approved only if the proposal conforms to the following criteria and to the satisfaction of the Commission:

#### Required Findings (PUD):

- Finding #B8A: The proposal (is) (is not) in conformance with the Comprehensive Plan.
- Finding #B8B: The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.
- Finding #B8C: The proposal (is) (is not) compatible with natural features of the site and adjoining properties.
- Finding #B8D: The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing public facilities and services.
- Finding #B8E: The proposal (does) (does not) provide adequate private common open space area, as determined by the Commission, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes.
- Finding #B8F: Off-street parking (does) (does not) provide parking sufficient for users of the development. Finding #B8G: That the proposal (does) (does not) provide for an acceptable method for the perpetual maintenance of all common property.

#### Required Findings (Subdivision):

- Finding #B7A: That all of the general preliminary plat requirements (have) (have not) been met as attested to by the City Engineer.
- Finding #B7B: That the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities (are) (are not) adequate.
- Finding #B7C: That the proposed preliminary plat (does) (does not) comply with all of the subdivision design standards (contained in chapter 16.15) and all of the subdivision improvement standards (contained in chapter 16.40) requirements.
- Finding #B7D: The lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district. She said Council must determine, based on the information before them, whether or not the lots proposed in the preliminary plat do, or do not meet the requirements of the applicable zoning district.

**DISCUSSION:** Councilmember McEvers asked if the HOA would provide all of the snow plowing and stormwater management, and how many parking spaces were required, with Ms. Stroud responding the CC&Rs would cover the required maintenance, and that two (2) parking spaces per unit were required. Councilmember Gookin asked if there were any other twin-home projects, with Ms. Stroud responding there was a project which had been done on Atlas Road by Prairie Avenue. Councilmember Gookin asked the City Attorney to explain the appellants

reference to the Planning Commission as being biased to members of the public in their decision to deny the project and why was the public allowed to testify if an applicant could later say there was bias, with Mr. Adam's responding that bias had a specific meaning of a prejudgment in favor or against and in this case was an allegation by the appellant.

Mayor Pro Tem McEvers opened the public testimony portion of the hearing.

### **PUBLIC TESTIMONY:**

Tom Hungerford, Coeur d'Alene, was in opposition and noted the project was not compatible with the existing uses and the neighborhood's single-family properties. He said there was pocket housing located adjacent to his neighborhood and that it was no longer an allowed zoning type. He said twin-homes were the same as pocket homes and not compatible with the neighborhood.

Amber Hicks, Coeur d'Alene, was in opposition and said she lived adjacent to the subject property and agreed with Mr. Hungerford's concerns. She noted she had safety concerns as the streets were extremely narrow. The proposal required the developer to pave the street and would take away the existing property owner's ability to park on 17<sup>th</sup> street. She said the neighborhood would be impacted negatively by an increase of traffic produced by 2-3 cars per unit, and that traffic would be pushed onto the alley, then onto an unpaved road, and then into an unmonitored intersection.

Shannon Sardell, Coeur d'Alene, was in opposition and said her property was adjacent to the subject property. She noted they had chosen the location due to the single-family homes and sense of community. She said there were young families in the community and noted the proposed development didn't fit with the neighborhood or with the safety needs of the neighborhood.

Elsie Bell, Coeur d'Alene, was in opposition and said the neighborhood was not old as there were kids throughout.

Tom Berube, Coeur d'Alene, was in opposition and noted developers were focused on words in the Comprehensive Plan and they were trying to make the most money possible on the property.

Kyle Holmes, Coeur d'Alene, was in opposition and noted he lived near the intersection and had renovated his home. He said there was a bus stop on Nettleton and 17<sup>th</sup> and that the neighborhood kids currently walked along the alley to get there. He said median income in Kootenai County was \$65,000, and with the price stated on the proposed units, allowing for a 20% down payment, it would equate to 43% of the borrower's income going towards the mortgage, and 28% or less was recommended. He noted the homes would be out of reach for anyone with a household income of less than \$100,000. He said the street would need to be developed as there was no access once they leave the property.

Cody Jahns, Coeur d'Alene, was in opposition and said he owned a 9-acre parcel adjacent to the subject property and was developing the parcel into 4 homes. He noted the proposal would clash with existing properties. He said Mr. Kaufman had stated in a prior meeting that the units would be sold to whoever was willing to buy.



Rick Rainbolt, Coeur d'Alene, was in opposition and stated his property abutted the subject property and that traffic would be an issue. He said he was concerned with the higher density proposed, most existing lots were 1 acre, and he requested Council deny the developer's request.

Todd Kaufman, Coeur d'Alene, was in favor and said they had gone back to the drawing board and reduced density of original project. He noted the property was zoned R-12 and he had employees and his own children who also needed housing. He said they had met all the requirements of the City, and had designed their own street which would be maintained by the HOA. He said the density had been reduced, as had been requested by the neighbors, and they had added additional parking. He noted R-17 zoning fit into the compact neighborhood designation.

Derick Driyas, (Coeur d'Alene), was in favor and said he was a current renter who would qualify for a mortgage on a twin-home as they were easier to mortgage than other housing types. He noted the twin-home model was an improvement and hoped Council would approve the project.

Jeffrey Coulter, Coeur d'Alene, was in opposition and said the proposal had a compatibility issue and the pocket houses should not have been built. He said he was opposed to the current proposal and there were issues with stormwater runoff and he was unsure how it would be mitigated.

Kelley Wilderson, Coeur d'Alene, was in opposition and said she was a long-time resident of the area. She noted the project would be 88% concrete and pavement, and the water runoff would affect other homes in the area. She said another concern was the single-lane alley and children walking to and from the bus stop.

Al Mesbah, Coeur d'Alene, was in opposition and said the property did not match the existing parcels and the 17<sup>th</sup> Street alley was used as a playground by area children. He noted the neighborhood helped each other and should be looked at as an example of how a sustainable neighborhood should be. He said he was concerned with rain/stormwater runoff flooding of the area. He said Council should take a trip to the area to see what a community was.

Kathleen Vergers, Coeur d'Alene, was in opposition and said her truck would not fit in the proposed driveways of the twin-homes.

Rhea Giffin, Coeur d'Alene, was in opposition and said she had lived in the neighborhood for many years. She noted the neighborhood was a great walking area and was concerned with safety as there were no sidewalks in the area and the proposal would bring increased traffic. She said the development of the parcel should be something compatible with the existing neighborhood.

Jim Mathey, Coeur d'Alene, was in opposition and said he had been delivering mail in the neighborhood for many years. He noted 17<sup>th</sup> Street was not suitable for increased traffic due to its size and property would have to be condemned and appropriated from property on either side. He said from a traffic standpoint, the project was not a good idea, and he agreed with others who had noted it wasn't compatible with the existing neighborhood.

**APPLICANT REBUTTAL:** Mr. Terzulli said there were 20 plus items which would be addressed as part of the conditions of approval in regard to the health and safety concerns, such as paving 17<sup>th</sup> Street and internal streets. He said there was a lot of subjectivity in the Comprehensive Plan and they had followed it in regard to infill development, land use, and affordable housing. He noted financing would be similar to a standard 30-year fixed rate mortgage and not require 20% down, property to the east was a county island, a commenter had stated they owned a 9-acre parcel adjacent to the subject property and he wanted to clarify it was 9/10<sup>th</sup> of an acre, an analysis had been done and the property was not in a floodplain, and that City design standards required stormwater to be treated on-site. He said they were open to the idea of adding a sidewalk to 17<sup>th</sup> Street if it would fit, and the 17th Street alley was very narrow and would not be used for commuting. The proposed driveways were 20' foot and met City Code requirements. He said the project would either be the proposed 18 twin-homes, or if not approved it would be eight (8) structures which would be 16 duplexes.

Councilmember Miller asked for clarification of the stormwater regulations and must it stay on the property, with Mr. Terzulli responding the stormwater runoff must be designed to stay on the subject property and the runoff area would be dedicated to the City. Councilmember Miller asked if 17<sup>th</sup> Street was an actual street or an alley, with City Engineer Chris Bosley responding it was a street.

Mayor Pro Tem McEvers closed the public testimony portion of the hearing, called for a recess at 8:59 p.m., and called the meeting back to order at 9:06 p.m.

Mayor Pro Tem McEvers said the hearing was now closed and Council would now deliberate to determine whether the proposed use conformed to the applicable PUD and Subdivision regulations. He said Council may affirm the Planning Commission's denial of S-5-23 and PUD-1-23 (Subdivision and PUD), affirm the denial with such reasonable conditions as are in its judgment necessary to ensure conformity to the criteria, remand the matter back to the Planning Commission for further proceedings, or reverse the decision and approve either or both applications.

**DISCUSSION:** Councilmember Gookin asked if 17<sup>th</sup> Street was 20' wide, with Mr. Bosley noting it was 19 ½ - 20'. Councilmember Gookin asked if eminent domain would be needed to get the street to a 25' width, with Mr. Bosley responding the land required would come from the applicant's property. Mr. Bosley noted that 17<sup>th</sup> Street to the north of the property was the size of a one-way street. Councilmember Gookin asked what method was used to determine the street impact by the number of cars, with Mr. Bosley responding he used the land use code and a number of equations were sometimes used as well as estimates based on national trends. Councilmember Gookin asked at what threshold was traffic unsustainable, with Mr. Bosley responding traffic congestion which leads to gridlock. Councilmember Gookin mentioned that Council was not allowed to view the property outside of the public hearing. Councilmember Wood noted she was familiar with the area as she had once lived there. She said Mr. Kaufman had done other quality projects in the community, yet the project before Council did not conform with the neighborhood as it was too high a density and did not meet the design of the existing neighborhood. She was in agreement with the Planning Commission's decision. Councilmember Miller asked what governed what could be built on .90 or less of an acre in the R-12 zone, with Community Planning Director Hilary Patterson responding gross density was 12 units per acre yet it also depended on

square footage per unit based on zoning code. She said the deviation request was to reduce it down. For a duplex, Code required 3,500 SF per unit, meet minimum road size, and for a paved road it was 50 ft of platted right-of-way. Councilmember Miller asked if an adjacent property of 1-acre could build four (4) homes, with Ms. Patterson responding it would depend, and if the project met zoning requirements, it could be done. Councilmember Miller noted there was a housing crisis, it was important to address community needs, and there was an opportunity to place additional requirements on the project at this time by adding a Development Agreement. She mentioned that the property may come back as duplexes. Councilmember English said he appreciated the testimony, there was a housing need, yet he didn't feel the proposal was compatible for the location. He said the decision point was did they allow the planned use development as proposed, and said the Planning Commission had made the right decision.

**MOTION:** Motion by Gookin, seconded by Wood, to affirm the Planning Commission's denial of S-5-23 and PUD-1-23, by Applicant Todd Kaufman, Located at 2810 N. 17th Street: A proposed Subdivision and PUD "Kaufman Estates" and direct staff to adopt the Findings and Order of the Planning Commission.

**DISCUSSION:** Councilmember Gookin said he appreciated all the comments Council had received during the hearing.

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

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

The meeting adjourned at 9:29 p.m.

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Woody McEvers, Mayor Pro Tem

ATTEST:

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Sherrie L. Badertscher  
Executive Assistant

October 9, 2023  
**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  
Kyle Marine, Water Department Superintendent  
Capt. Dave Hagar, Police Department  
Troy Tymesen, City Administrator  
Randy Adams, City Attorney

**Item 1. Request Approval of a Contract with Filtration Technology, Inc., for the Purchase of a MIOX Chlorine Generator, in the Amount of \$101,075.00.**

**(Consent Resolution)**

Kyle Marine, Superintendent, Water Department, requests the Council approve the purchase of a new MIOX Onsite Chlorine Generator from Filtration Technology, Inc. Mr. Marine explained in his staff report that prior to 2009, the Water Department historically utilized gas chlorination for disinfection of the potable water supply. Chlorine gas is inherently dangerous if improperly handled and is extremely poisonous and highly corrosive. The Water Department began looking for much safer alternatives and opted to try sodium hypochlorite generation onsite. The process uses common table salt and electricity to generate a weak sodium hypochlorite solution for disinfection. In 2009 the first onsite chlorine generator was purchased and installed at the 4th Street Well. The cells have a limited operational life, averaging about ten years. Spare parts will be scavenged from the unit replaced and the remainder will be scrapped. The parts will be used for the 6570 N Atlas Rd (Ralph Capaul well site). This project is included in the Water Department Fiscal Year 2024 Financial Plan to replace the failing MicroClor onsite chlorine generator at the RC Well with a new MIOX onsite chlorine generator. The current budget for the replacement of the existing Linden Well MicroClor chlorine generator is \$120,000.00, which includes necessary electrical and plumbing modifications. The Water Department staff received one (1) quote for the chlorine generator. The quote from Filtration Technology, Inc., (MIOX) came in at \$101,075.00. Water Department staff reached out to UGSI to request a quote, and put a deadline of Tuesday, September 12th to have the quote in, and we did not receive a response. The MIOX onsite chlorine generator has an anticipated life expectancy of about ten years depending on annual hours used. The new unit is expected to be installed and operational prior to well activation for the 2024 summer season.

**MOTION: by Wood, seconded by English, to recommend that Council approve a contract with Filtration Technology, Inc., for the purchase of a MIOX Chlorine Generator, in the amount of \$101,075.00. Motion Carried.**

**Item 2. Request Approval of a Professional Services Agreement with FCS Group for the Preparation of the 2023-2024 Water Rate Study, in the Amount of \$65,000.00.**

**(Consent Resolution)**

Kyle Marine, Superintendent, Water Department, requests the Council approve a Consultant Services Agreement with FCS Group, Inc., for a Water Rate Study update. Mr. Marine explained in his staff report that

per the Water Department and industry practices, staff routinely schedules a rate study every 5 years. The last rate study was completed in 2018. The last rate study was performed by FCS Group. The recommended incremental rate and capitalization fee increases were updated in fiscal year 2018 and will conclude the end of April 2023. Staff proposes to have the proposed rate study update completed near the end of February 2024 and presented to Council for approval and implementation prior to April 1, 2024. Funding for the proposed rate study is included in the current fiscal year budget. The line item is budgeted at \$65,000.00. The only submission received during the Request for Proposals was from FCS Group, Inc. Their initial budget proposal was for \$65,000.00. This will sufficiently provide the necessary services to effectively review operation and management necessities and ensure a thorough review of capitalization fees and the related structure to ensure the City is in compliance with recent regulatory clarifications.

Councilmember Wood commented that when the City has a rate study it doesn't automatically mean we are going to raise rates. She asked Mr. Marine to explain what happened with the rate study five years ago.

Mr. Marine said when staff and the FCS Group conducted the rate study five years ago, they looked over the existing CompPlan, went over all the infrastructure needs of the system, i.e. what needed to be replaced, and what needed to be taken out of the system. This is done to make sure that the Water Department can grow along with the growth of the city. The study was broken into incremental rates at 2.5% each year to increase rates to ensure that the City can compensate for costs as those go up, replace equipment, pipe replacement, materials, etc. The rate increase is to ensure that the City has adequate income to replace those items and keep the system running appropriately. Mr. Marine agreed that a rate study doesn't mean there will necessarily be a rate increase. However, as the economy grows and everything else increases in cost, the City continually looks for ways to save money and it also helps the City build a platform that we can utilize for grants. If the City receives a grant, it can be implemented into the program to help reduce the potential of rate increases.

**MOTION: by English, seconded by Wood, to recommend that Council approve a Professional Services Agreement with FCS Group for the preparation of the 2023-24 Water Rate Study, in the amount of \$65,000.00. Motion Carried.**

**Item 3. Request the Declaration of Two (2) Police Department Vehicles as Surplus, and Authorize the Sale at Auction.**  
**(Consent Resolution)**

Captain Dave Hagar, Police Department requests the Council authorize the Police Department to surplus one (1) 2004 Chevrolet Astro Van and one (1) 2010 Ford Explorer and to sell the vehicles at auction. Captain Hagar explained in his staff report that the 2004 Chevrolet Astro Van was purchased by the Department on February 11, 2005, with only 21,252 miles on the odometer. It was used as a Report Taker vehicle until 2016 when it was reassigned to the CAT team. This vehicle suffers from a long list of minor mechanical issues related to its age and is no longer needed by the Department. The 2010 Ford Explorer was purchased used from the Idaho Bureau of Federal Surplus Property in February of 2020. This vehicle registered 72,126 miles on the odometer at that time. This vehicle was assigned to the CAT team until it was replaced this summer with a lower mileage vehicle. There are currently 106,515 miles on this vehicle. It is developing intermittent electrical issues that is making this vehicle unreliable. There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00, and 10% for sales over \$1000. These fees are deducted from the

item's auction proceeds and a check is provided to the City for the balance. Proceeds from the sale of these vehicles will be returned to the General Fund.

**MOTION: by Wood, seconded by English, to recommend that Council approve the declaration of two (2) Police Department vehicles as surplus, and authorize the sale at auction. Motion Carried.**

Recording of the meeting can be found at:

<https://www.youtube.com/live/Fh-hLx6kRg?si=7Kfhkb-XGm6nUTq>

The meeting adjourned at 12:12 p.m.

Respectfully submitted,

*Juanita Knight*

*Senior Legal Assistant*

Recording Secretary

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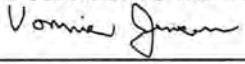
OCT 11 2023

CITY CLERK

City of Coeur d Alene  
Cash and Investments  
9/30/2023

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	2,050,864
Checking Account	90,540
Checking Account	96,716
Investment Account - Police Retirement	359,239
Investment Account - Cemetery Perpetual Care Fund	1,082,483
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	1,026,673
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	40,958,663
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	6,084,754
<b>Numerica Credit Union</b>	
Certificate of Deposit	9,593,601
Money Market	15,317,489
<b>Cash on Hand</b>	
Treasurer's Change Fund	1,350
<b>Total</b>	<u><u>76,662,372</u></u>

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



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

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OCT 11 2023



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

CITY CLERK

FUND	BALANCE 8/31/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2023
<u>General-Designated</u>	\$3,969,772	\$951,413	\$149,359	\$4,771,826
<u>General-Undesignated</u>	15,222,127	10,553,678	13,072,843	12,702,962
<u>Special Revenue:</u>				
Library	377,909	7,467	189,048	196,328
CDBG	(12,793)	80,675	116,780	(48,898)
Cemetery	210,598	20,840	28,719	202,719
Parks Capital Improvements	2,034,691	14,294	933,783	1,115,202
Impact Fees	6,013,996	67,641	443	6,081,194
Annexation Fees	1,064,045	4,443	-	1,068,488
American Recovery Plan	8,404,589		2,677,775	5,726,814
Cemetery P/C	1,093,053	5,490	9,598	1,088,945
Jewett House	171,969	10,713	12,832	169,849
Reforestation	22,442	94	-	22,536
Street Trees	153,306	5,440	8,328	150,419
Community Canopy	2,426	10	-	2,436
Public Art Fund	63,111	264	250	63,125
Public Art Fund - ignite	436,699	17,599	-	454,298
Public Art Fund - Maintenance	127,603	10,533	10,042	128,093
<u>Debt Service:</u>				
2015 G.O. Bonds	127,500	2,552	-	130,052
<u>Capital Projects:</u>				
Street Projects	948,579	3,961	72,084	880,456
<u>Enterprise:</u>				
Street Lights	133,843	58,622	61,804	130,661
Water	2,704,191	1,375,010	1,367,555	2,711,646
Water Capitalization Fees	6,192,893	97,142	-	6,290,035
Wastewater	16,923,831	1,480,678	1,453,902	16,950,606
Wastewater - Equip Reserve	1,269,562	27,500		1,297,062
Wastewater - Capital Reserve	4,500,000			4,500,000
WWTP Capitalization Fees	4,534,911	183,680	-	4,718,591
WW Property Mgmt	59,973	-	-	59,973
Sanitation	1,399,944	522,332	644,281	1,277,995
Public Parking	984,883	90,361	84,770	990,474
Drainage	1,220,887	89,827	261,518	1,049,196
Wastewater Debt Service	992,078	4,143	322,420	673,800
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	287,567	261,097	287,647	261,016
Police Retirement	449,638	11,805	22,626	438,817
Sales Tax	3,742	1,939	3,742	1,939
BID	396,636	6,571	-	403,207
Homeless Trust Fund	567	510	569	507
<b>GRAND TOTAL</b>	<b>\$82,486,768</b>	<b>\$15,968,322</b>	<b>\$21,792,718</b>	<b>\$76,662,372</b>

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

*Vonnie Jensen*

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



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2023

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 OCT 11 2023  
 CITY CLERK



FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$239,440	96%
	Services/Supplies	10,128	8,122	80%
Administration	Personnel Services	317,916	226,168	71%
	Services/Supplies	2,570	1,605	62%
Finance	Personnel Services	765,897	747,920	98%
	Services/Supplies	632,500	602,443	95%
Municipal Services	Personnel Services	1,469,170	1,271,898	87%
	Services/Supplies	1,569,865	1,236,995	79%
	Capital Outlay			
Human Resources	Personnel Services	366,503	330,652	90%
	Services/Supplies	85,918	76,281	89%
Legal	Personnel Services	1,225,988	1,171,464	96%
	Services/Supplies	135,450	51,308	38%
Planning	Personnel Services	697,216	668,723	96%
	Services/Supplies	72,050	83,006	115%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	306,405	96%
	Services/Supplies	284,500	280,020	98%
	Capital Outlay	90,000	32,388	36%
Police	Personnel Services	16,880,007	15,616,389	93%
	Services/Supplies	1,883,520	1,486,813	79%
	Capital Outlay	4,551,300	1,896,762	42%
Fire	Personnel Services	11,625,359	11,784,906	101%
	Services/Supplies	873,192	802,429	92%
	Capital Outlay	1,161,610	785,008	68%
General Government	Services/Supplies	1,981,300	1,913,647	97%
	Capital Outlay			
Police Grants	Personnel Services	84,594	79,999	95%
	Services/Supplies		5,012	
	Capital Outlay	36,000	115,406	321%
CdA Drug Task Force	Services/Supplies		6,856	
	Capital Outlay			
Streets	Personnel Services	3,534,437	3,136,767	89%
	Services/Supplies	3,074,298	2,472,559	80%
	Capital Outlay	1,693,000	671,309	40%
Parks	Personnel Services	2,112,826	1,846,579	87%
	Services/Supplies	764,550	767,006	100%
	Capital Outlay	194,000	190,966	98%

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CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2023

OCT 11 2023



CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2023	PERCENT EXPENDED
Recreation	Personnel Services	599,865	596,802	99%
	Services/Supplies	180,350	148,312	82%
	Capital Outlay	35,000	35,000	100%
Building Inspection	Personnel Services	1,019,158	969,784	95%
	Services/Supplies	58,478	36,541	62%
	Capital Outlay	62,000	60,742	98%
Total General Fund		<u>60,699,687</u>	<u>52,760,432</u>	<u>87%</u>
Library	Personnel Services	1,528,445	1,397,411	91%
	Services/Supplies	230,000	210,488	92%
	Capital Outlay	240,000	192,949	80%
CDBG	Personnel Services	79,894	74,897	94%
	Services/Supplies	700,349	373,829	53%
Cemetery	Personnel Services	224,911	202,163	90%
	Services/Supplies	138,800	121,346	87%
	Capital Outlay			
Impact Fees	Services/Supplies	858,297	466,447	54%
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	1,163,614	1,252,445	108%
Cemetery Perpetual Care	Services/Supplies	86,000	84,400	98%
Jewett House	Services/Supplies	230,710	59,425	26%
Reforestation	Services/Supplies	6,500	3,383	52%
Street Trees	Services/Supplies	112,000	53,829	48%
Community Canopy	Services/Supplies	1,500	403	27%
Public Art Fund	Services/Supplies	468,500	132,017	28%
		<u>6,424,520</u>	<u>4,980,432</u>	<u>78%</u>
Debt Service Fund		<u>880,083</u>	<u>880,083</u>	<u>100%</u>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2023

RECEIVED

OCT 11 2023



CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2023	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	155,000	71,763	
Traffic Calming	Capital Outlay	65,064	(209)	0%
Kathleen Avenue Widening	Capital Outlay	15,000	14,265	95%
Ramsey Road Rehabilitation	Capital Outlay	1,588,000	1,427,313	90%
15th Street	Capital Outlay	704,900	49,812	7%
LHTAC Pedestrian Safety	Capital Outlay	605,000	100,917	17%
Atlas Waterfront Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	234,000	217,908	93%
		<u>3,366,964</u>	<u>1,881,769</u>	<u>56%</u>
Street Lights	Services/Supplies	760,130	625,647	82%
Water	Personnel Services	2,777,800	2,392,221	86%
	Services/Supplies	5,399,475	2,498,601	46%
	Capital Outlay	6,149,400	2,942,202	48%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	2,840,998	88%
	Services/Supplies	8,477,348	3,303,767	39%
	Capital Outlay	8,712,536	3,306,995	38%
	Debt Service	3,513,441	3,513,441	100%
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies	30,000	30,000	100%
Sanitation	Services/Supplies	5,520,365	4,862,314	88%
Public Parking	Services/Supplies	1,864,965	826,521	44%
	Capital Outlay			
Drainage	Personnel Services	243,712	231,390	95%
	Services/Supplies	1,046,146	476,481	46%
	Capital Outlay	1,215,000	812,155	67%
Total Enterprise Funds		<u>55,554,060</u>	<u>28,662,733</u>	<u>52%</u>
Kootenai County Solid Waste		3,110,000	2,856,087	92%
Police Retirement		196,454	138,742	71%
Business Improvement District		176,000	1,000	1%
Homeless Trust Fund		10,000	7,053	71%
Total Fiduciary Funds		<u>3,492,454</u>	<u>3,002,882</u>	<u>86%</u>
TOTALS:		<u>\$130,417,768</u>	<u>\$92,168,331</u>	<u>71%</u>

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

*Vonnie Jensen*

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

## **CITY COUNCIL STAFF REPORT**

**DATE:** October 17, 2023  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-23-04, Isom Addition: Final Plat Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

### **HISTORY**

- a. Applicant: Karl J. Isom and Clarice Isom, Trustees  
Isom Family Revocable Trust  
3990 Arroyo Sorrento Road  
San Diego, CA 92130
- b. Location: 1520 E. Young Avenue (SW Corner of the intersection of 16<sup>th</sup> St. & Young Ave.)
- c. Previous Action:
  1. Preliminary plat approval, June 12, 2023

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This residential development is a re-plat of Lots 7, 8, and 9, Block 15, Kaesmeyer Addition subdivision located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. All remaining conditions will be taken care of during the building permit process; therefore, the document is ready for approval and recordation.

### **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document

**ISOM ADDITION**  
**A REPLAT OF LOTS 7,8,9 OF BLOCK 15, KAESMEYER ADDITION IN**  
**NW 1/4 OF SEC. 19, TWP. 50 N., R.3W., B.M.,**  
**CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.**

**OWNERS CERTIFICATE**  
 BE IT KNOWN BY THOSE PRESENT THAT KARL J. ISOM AND CLARICE ISOM, TRUSTEES OF THE ISOM FAMILY REVOCABLE TRUST, HEREBY CERTIFY THAT THEY OWN THE PROPERTY BEING PLATTED TO BE KNOWN HENCEFORTH AS "ISOM ADDITION". BEING A REPLAT OF LOTS 7,8,9, BLOCK 15, KAESMEYER ADDITION, AS RECORDED WITH KOOTENAI COUNTY RECORDERS OFFICE UNDER BOOK B, PAGE 129, AND THE WEST 10 FEET OF VACATED 16 TH STREET SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERRIDIAN, KOOTENAI COUNTY, IDAHO; AND DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7 OF BLOCK 15, THENCE SOUTH 89° 00' 19" EAST A DISTANCE OF 124.88 FEET TO THE NORTHEAST CORNER THEREOF;  
 THENCE CONTINUING SOUTH 89° 00' 19" EAST A DISTANCE OF 10.00 FEET;  
 THENCE SOUTH 00° 47' 40" WEST A DISTANCE OF 120.04 FEET;  
 THENCE NORTH 88° 54' 32" WEST A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 15; THENCE NORTH 88° 54' 32" WEST A DISTANCE OF 124.89 FEET TO THE SOUTHWEST CORNER THEREOF;  
 THENCE NORTH 00° 47' 52" EAST A DISTANCE OF 119.81 FEET TO THE POINT OF BEGINNING,  
 CONTAINING 0.37 ACRES OF 16,176 SQUARE FEET, MORE OR LESS.

BE IT FURTHER KNOWN THAT:  
 WATER SERVICE FOR EACH LOT SHALL BE SUPPLIED BY THE CITY OF COEUR D'ALENE.  
 SANITARY SEWER DISPOSAL FOR EACH LOT SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

*K. J. Isom*  
 KARL J. ISOM  
*Clarice Isom*  
 CLARICE ISOM

DATE 9/22/23  
 DATE 9/22/23

**ACKNOWLEDGMENT**  
 State of California }  
 County of San Diego } ss.  
 On this 22 day of September, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Karl J. Isom and Clarice Isom, known or identified to me to be the Trustees of the Isom Family Revocable Trust, that executed the instrument on behalf of said Isom Family Revocable Trust, and acknowledged to me that such limited Isom Family Revocable Trust, executed the same.

*[Signature]*  
 Notary Public for the state of Idaho California  
 Commission Expires 09-01-2027

**SURVEY NARRATIVE**  
 1. I FIND THREE OF THE PLAT CORNERS AND REESTABLISH THE MISSING NORTHWEST CORNER FROM THE SOUTH LINE OF BLOCK 1 WHICH I FIND BOTH CORNERS.  
 2. THE VACATED RIGHT OF WAY ESTABLISHED BY EXTENDING THE NORTH AND SOUTH LINES OF THE LOTS 10.00 FEET.

**SURVEY METHODS**  
 GPS - TRIMBLE R8 W/GNSS USING RTK WITH  
 2 MEASUREMENTS AT EACH POSITION CONVENTIONAL--TRAVERSES AND RADIAL TIES USING A TOTAL STATION (3" INST).

**SURVEY NOTES**  
 1. THE PURPOSE OF THIS SURVEY IS TO REPLAT THE LOTS 7,8,9 INTO TWO LOTS THAT WILL MEET CITY STANDARDS FOR SIZE AND SETBACKS OF THE EXISTING HOUSE.  
 2. THE 20' STRIP THAT IS PART OF LOT 1 WILL ALLOW ACCESS TO THE EXISTING WATER LINE IN 16TH STREET.

**COUNTY RECORDER**

I hereby certify that this Plat of Isom Replat was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of this 20 day of October, 2023, at 10:00 o'clock A.M., and duly recorded in Plat Book       , at Pages        and        as Instrument Number       

        
 Kootenai County Recorder

**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 the 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 lines have been completed and services certified as available. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date: 9.14.23  
 Health District Signature: [Signature]

**CITY OF COEUR D'ALENE**

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this        day of       , 20      .  
 Clerk - City of Coeur d'Alene

**CITY ENGINEER**

I hereby certify this 17<sup>th</sup> day of October, 2023, that I have examined this subdivision plat and approve the same for filing.  
[Signature]  
 Engineer - City of Coeur d'Alene

**COUNTY SURVEYOR**

I hereby certify that on this        day of       , 20      , I have examined this Plat of Riverstone West First Addition and approved the same for filing.  
[Signature]  
 Kootenai County Surveyor



**COUNTY TREASURER**

I hereby certify that on this 2<sup>nd</sup> day of October, 2023, the required taxes on the herein platted land have been paid through December 31 2022.  
[Signature]  
 Kootenai County Treasurer

**SURVEYOR'S CERTIFICATE**

I, Robert I. Hull, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of ISOM REPLAT, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

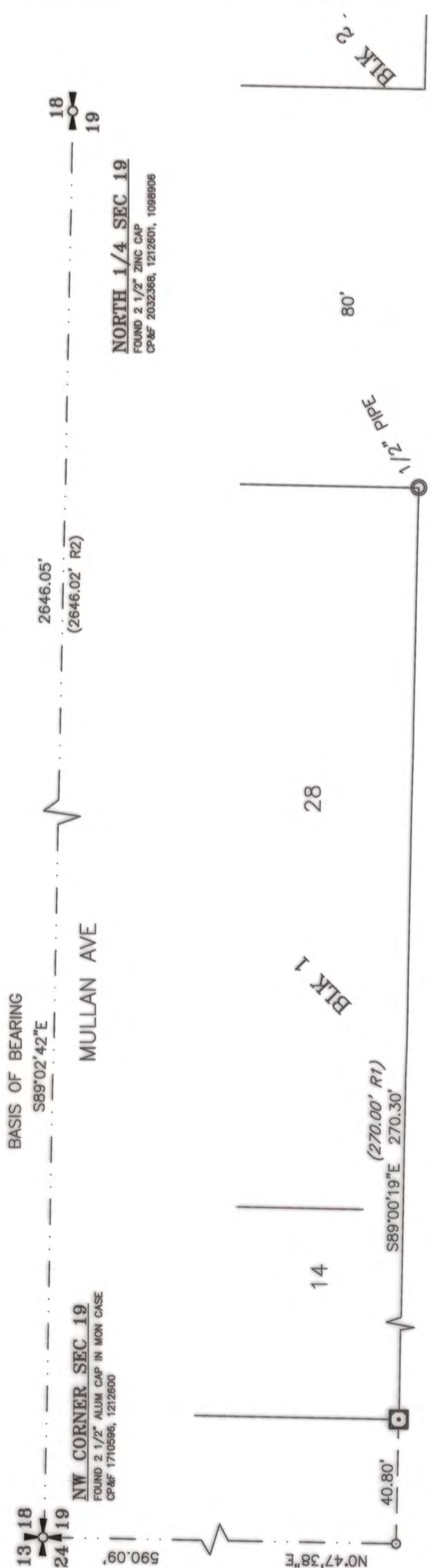


**HULL SURVEYING**  
 10570 NORTH MAPLE ST., HAYDEN IDAHO 83835  
 (208) 691-0978

PROJECT NO.: ISOM	DATE: 7/24/23	SCALE: N/A
DRAWING: ISOM	CHECKED: RIH	DRAWN BY: RIH

# ISOM ADDITION

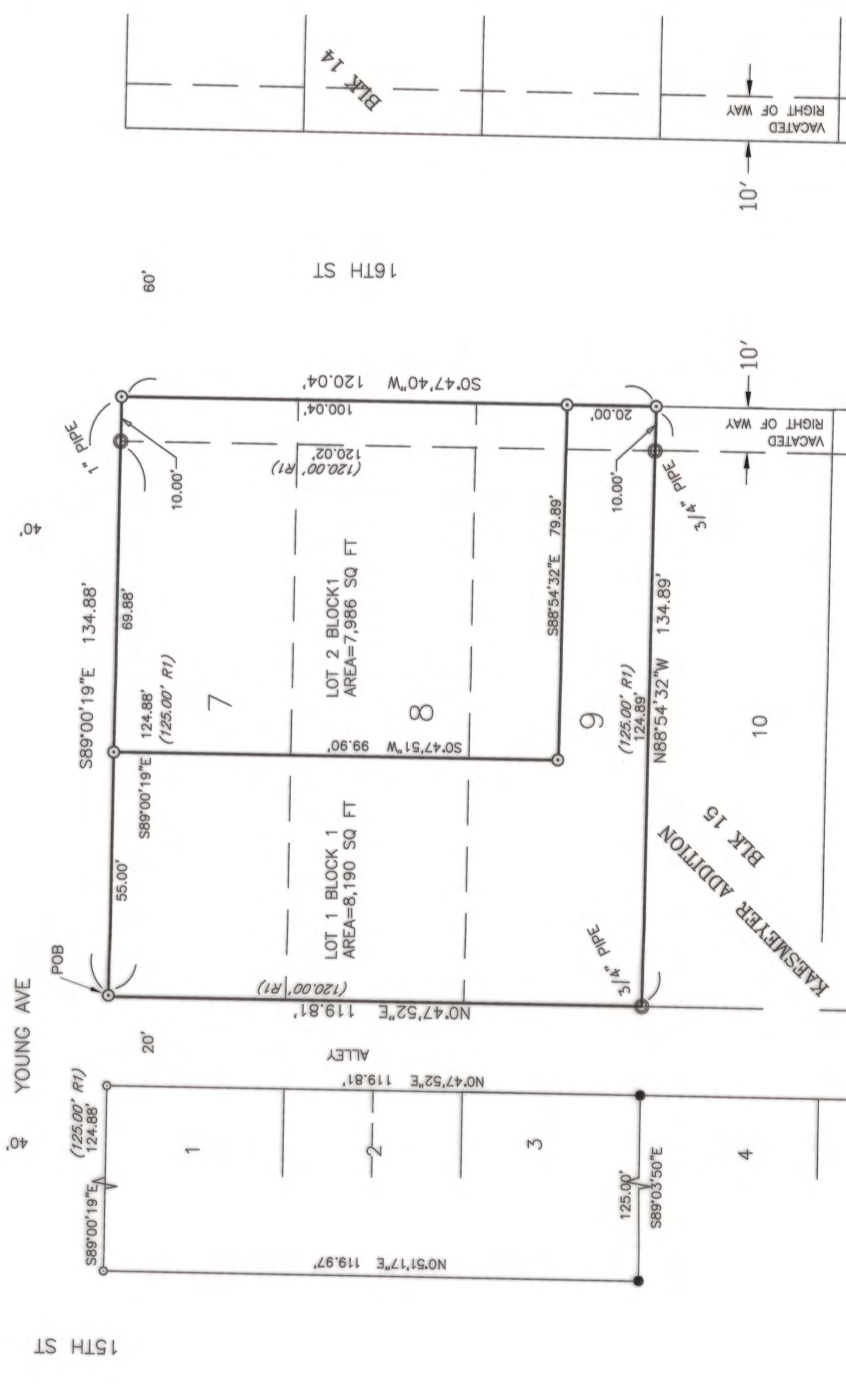
A REPLAT OF LOTS 7,8,9 OF BLOCK 15, KAESMEYER ADDITION IN  
NW 1/4 OF SEC. 19, TWP. 50 N., R.3W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.



VICINITY MAP  
NTS

**NW CORNER SEC. 19**  
FOUND 2 1/2" ALUM CAP IN MON CASE  
CP&F 1710596, 1212600

**NORTH 1/4 SEC. 19**  
FOUND 2 1/2" ZINC CAP  
CP&F 2032368, 1212601, 1089506



**RECORD DRAWINGS**

NUMBER	TYPE	BOOK	PAGE	DATE	BY
(R1)	PLAT KAESMEYER ADD.	BK. B	PG. 129	1907	GERRISH
(R2)	ROS	BK. 24	PG. 215	2006	DAHLMAN
(R3)	ROS	BK. 29	PG. 214	2016	SCHUMAN

**BASIS OF BEARING**

THE BASIS OF BEARING IS THE NORTH LINE OF THE NW 1/4 SEC 19 BEING S89°02'42"E, AS SHOWN ON CITY OF COEUR D'ALENE GPS CONTROL MAP AND USED BY (R2) AS BASIS OF BEARING.

**LEGEND**

- FD.5/8" IRON ROD PLS 8814
- ◻ FD. 1" BOLT IN CONCRETE - CITY MON
- FD. PIPE AS NOTED
- ⊙ SET 3/4" x 30" IRON ROD WITH YELLOW PLASTIC CAP STAMPED PLS 4997
- CALCULATED POINT
- POB POINT OF BEGINNING



**HULL SURVEYING**  
10570 NORTH MAPLE ST., HAYDEN, IDAHO 83835  
(208) 691-0978

PROJECT #: ISOM	DATE: 7/24/23	SCALE: 1"=20'
DRAWING: ISOM	CHECKED: RIH	DRAWN BY: RIH

RESOLUTION NO. 23-076

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, AND APPROVAL OF FINAL PLAT AND SECURITY WITH LAKESHORE ESTATES, LLC, FOR THE FOUNDRY (S-4-21); AGREEMENT WITH FILTRATION TECHNOLOGY, INC., FOR THE PURCHASE OF A MIOX CHLORINE GENERATOR, IN THE AMOUNT OF \$101,075.00; PROFESSIONAL SERVICES AGREEMENT WITH FCS GROUP FOR THE PREPARATION OF THE 2023-24 WATER RATE STUDY FOR THE WATER DEPARTMENT, IN THE AMOUNT OF \$65,000.00; AND DECLARATION AS SURPLUS OF A 2004 CHEVROLET ASTRO VAN AND A 2010 FORD EXPLORER USED BY THE POLICE DEPARTMENT AND AUTHORIZATION OF THE SALE OF THE VEHICLES AT AUCTION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and take the other action 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) Agreement for Maintenance/Warranty of Subdivision Work, and Approval of Final Plat and Security with Lakeshore Estates, LLC, for The Foundry (S-4-21);
- B) Contract with Filtration Technology, Inc., for the purchase of a MIOX Chlorine Generator, in the amount of \$101,075.00;
- C) Professional Services Agreement with FCS Group for the preparation of the 2023-24 Water Rate Study for the Water Department, in the amount of \$65,000.00;
- D) Declaration as Surplus of a 2004 Chevrolet Astro Van and a 2010 Ford Explorer used by the Police Department and authorization for the sale of the vehicles at auction;

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 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 action for the subject matter, as set forth in substantially the form attached hereto as 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, so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 17<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

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

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## **CITY COUNCIL STAFF REPORT**

**DATE:** October 17, 2023  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **The Foundry: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document, a twenty-six (26) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

### **HISTORY**

- a. Applicant: Greg J. Gervais, Member  
Lakeshore Estates, LLC  
505 E. Front Avenue, Suite 301  
Coeur d'Alene, ID 83814-2776
- b. Location: West of I-90, South of Neighborhoods Associated with Woosley Dr. & Spruce Ave.,  
East of 9th St, & West along Hazel Ave.
- c. Previous Action:
  1. Preliminary plat approval, October 26, 2021.

### **FINANCIAL ANALYSIS**

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on October 17, 2024. The amount of the security provided is \$70,162.00.

### **PERFORMANCE ANALYSIS**

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on October 17, 2024.

### **DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.

# THE FOUNDRY

PARCEL B PER RECORD OF SURVEY BOOK 32, PAGE 470, LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CENTER QUARTER CORNER  
FOUND 2" ALUMINUM CAP PER  
C&P INST. No. 2448514000

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

INSTRUMENT No. \_\_\_\_\_

## NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

17 EAST QUARTER CORNER  
FOUND PINCHED IRON PIPE  
PER CP&F INST. No. 2030028000

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD83 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.0009692 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -00°45'26".

## REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY JOHNSON SURVEYING AND FILED AT BOOK 32 OF SURVEYS, PAGE 470, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY WASHINGTON WATER POWER AND FILED AT BOOK 3 OF SURVEYS, PAGE 68, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) INTERSTATE 90 FEDERAL AID PROJECT No. I-90-1(7)11 REVISED 12-31-58.
- (P-1) PLAT OF LOCUST WEST ADDITION PREPARED BY WINZLER & KELLY CONSULTING ENGINEERS AND FILED AT BOOK F OF PLATS, PAGE 39, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF SPRING ADDITION PREPARED BY WINZLER & KELLY CONSULTING ENGINEERS AND FILED AT BOOK F OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF LOCUST ADDITION FILED AT BOOK F OF PLATS, PAGE 13, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) DEED OF CONVEYANCE FILED AS INSTRUMENT NUMBER 2941579000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) GRANT OF EASEMENT DEEDS - TO THE CITY OF COEUR D'ALENE FILED IN BOOK 169 OF DEEDS, PAGE 613, BOOK 205 OF DEEDS, PAGES 452 & 453, BOOK 207 OF DEEDS, PAGE 19, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) ORDINANCE No. 3044 FILED AS INSTRUMENT NUMBER 1707582, RECORDS OF KOOTENAI COUNTY, IDAHO.

## LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- SET 5/8" x 24" REBAR WITH 1/2" ALUMINUM CAP MARKED "JS PLS 9367" TO BE SET WITHIN 1 YEAR OF RECORDATION
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367" TO BE SET WITHIN 1 YEAR OF RECORDATION
- SET 1" COPPER MON IN SIDEWALK OR TRAIL MARKED "JS PLS 9367" TO BE SET WITHIN 1 YEAR OF RECORDATION
- ◆ FOUND 1/2" REBAR WITH NO CAP REPLACED WITH 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 9367"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 818"
- FOUND 5/8" REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP
- FOUND 1/2" REBAR WITH NO CAP
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 818"
- FOUND 1/2" REBAR WITH NO CAP OR AS NOTED
- △ CALCULATED POINT, NOTHING FOUND OR SET
- (M) MEASURED

## SPIRAL TABLE

Spiral #	S	Length	Record Data
SP1	0°15'30"	250.00'	250° S: 1°52.1' a: 0.6 (R-3)

## Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord	Record Data
C1	25.23'	30.00'	048°11'23"	S65°09'36"E	24.49'	(R-1) R=30.00' L=25.23' Δ=48°11'23" (P-2)
C2	289.42'	60.00'	276°22'48"	N00°44'43"E	80.00'	(R-1) R=60.00' L=289.42' Δ=276°22'48" (P-2)
C3	25.23'	30.00'	048°11'07"	S66°39'25"W	24.49'	(R-1) R=30.00' L=25.23' Δ=48°11'23" (P-2)
C4	69.93'	190.00'	021°05'21"	S24°12'53"W	69.54'	(R-1) R=190' L=70.00' Δ=21°06'32" (P-1)
C14	3704.72'	345.71'	005°20'48"	S37°21'55"E	345.58'	3704.72' (P-1) (P-3)

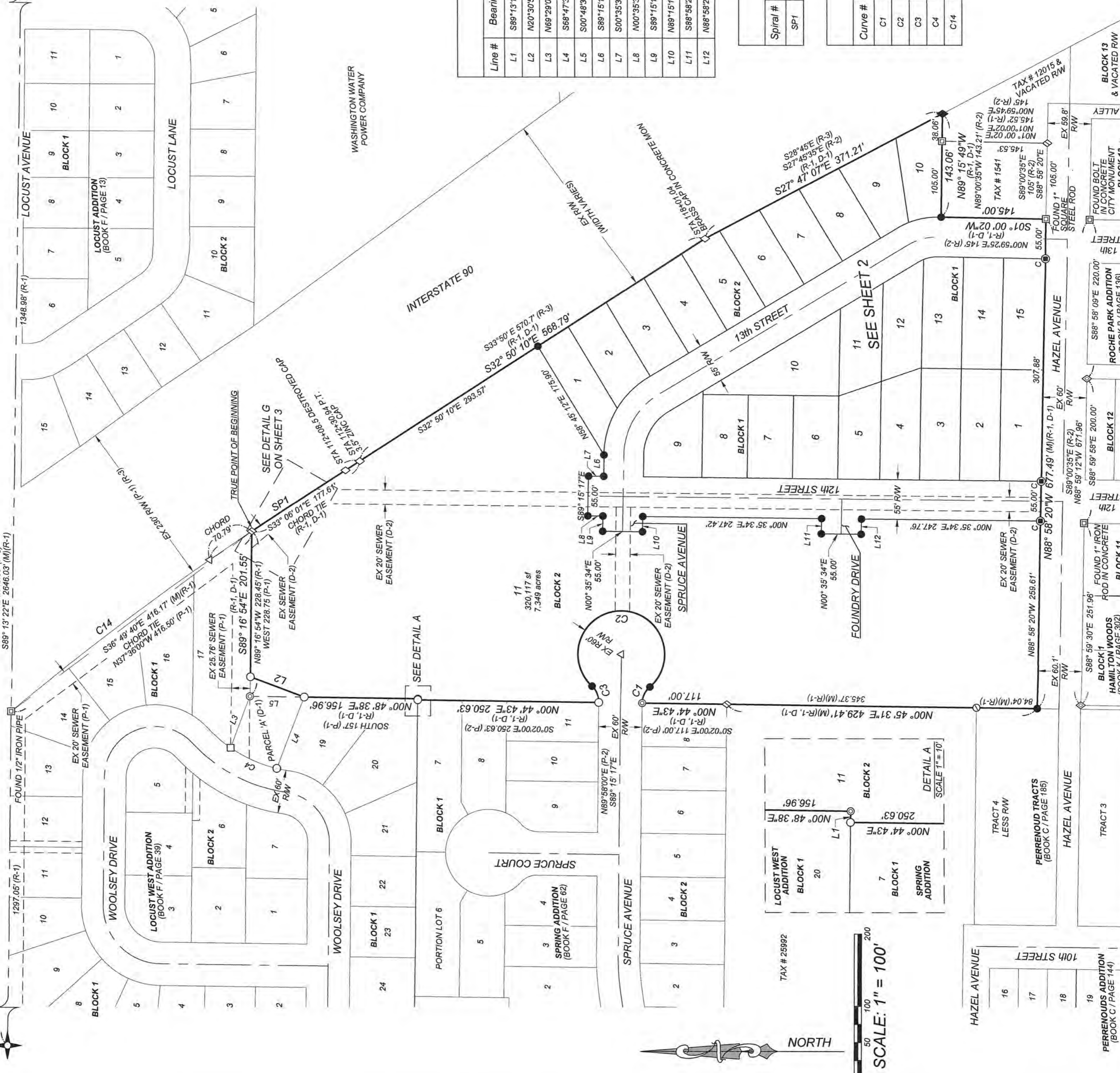


P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com

CHECKED BY: C.J.J.  
DRAFTED BY: SMA  
SCALE: 1" = 100'  
DATE: 08/07/2023  
JOB NO: LCE 22-004



126 E. POPLAR AVENUE  
COEUR D'ALENE, IDAHO 83814  
PHONE: 208.676.0230



### Line Table

Line #	Bearing	Length	Record Data
L1	S89°13'17"E	1.54'	(R-1, D-1) WEST 1.53' (P-2)
L2	N20°30'52"E	79.78'	(R-1, D-1)
L3	N69°29'08"W	76.00'	(R-1, D-1) N70°09'28"W 75.90' (P-1)
L4	S68°47'38"E	105.81'	(R-1, D-1) N69°34'21"W 105.74' (P-1)
L5	S00°48'38"W	75.07'	(R-1, D-1) SOUTH 75.00' (P-1)
L6	S89°15'17"E	29.48'	
L7	S00°35'34"W	21.00'	
L8	N00°35'34"E	21.00'	
L9	S89°15'17"E	21.00'	
L10	N88°15'17"W	21.00'	
L11	S88°58'20"E	21.00'	
L12	N88°58'20"W	21.00'	

### SPIRAL TABLE

Spiral #	S	Length	Record Data
SP1	0°15'30"	250.00'	250° S: 1°52.1' a: 0.6 (R-3)

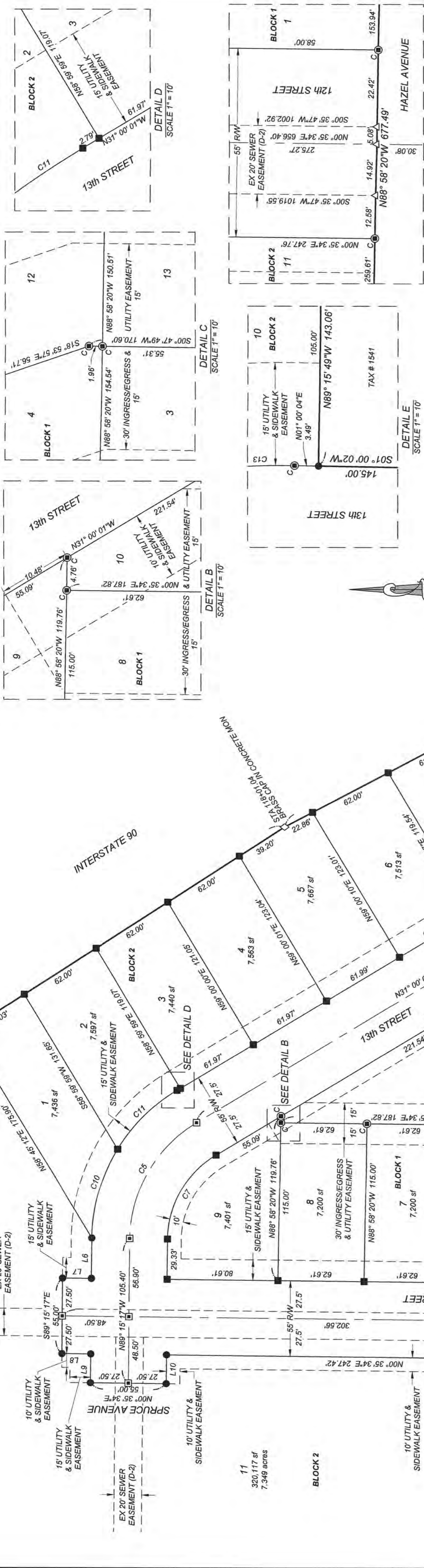
### Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord	Record Data
C1	25.23'	30.00'	048°11'23"	S65°09'36"E	24.49'	(R-1) R=30.00' L=25.23' Δ=48°11'23" (P-2)
C2	289.42'	60.00'	276°22'48"	N00°44'43"E	80.00'	(R-1) R=60.00' L=289.42' Δ=276°22'48" (P-2)
C3	25.23'	30.00'	048°11'07"	S66°39'25"W	24.49'	(R-1) R=30.00' L=25.23' Δ=48°11'23" (P-2)
C4	69.93'	190.00'	021°05'21"	S24°12'53"W	69.54'	(R-1) R=190' L=70.00' Δ=21°06'32" (P-1)
C14	3704.72'	345.71'	005°20'48"	S37°21'55"E	345.58'	3704.72' (P-1) (P-3)

# THE FOUNDRY

PARCEL B PER RECORD OF SURVEY BOOK 32, PAGE 470, LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT No. \_\_\_\_\_



## LEGEND

- SET 58" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- SET 58" x 24" REBAR WITH 1-1/2" ALUMINUM CAP MARKED "JS PLS 9367" TO BE SET WITHIN 1 YEAR OF RECORDATION
- SET 12" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367" TO BE SET WITHIN 1 YEAR OF RECORDATION
- SET 1" COPPER MON IN SIDEWALK OR TRAIL MARKED "JS PLS 9367" TO BE SET WITHIN 1 YEAR OF RECORDATION
- ◇ FOUND 12" REBAR WITH NO CAP REPLACED WITH 58" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- FOUND 58" REBAR WITH NO CAP
- FOUND 58" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 9367"
- FOUND 58" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 818"
- FOUND 58" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 12110"
- ◇ FOUND 58" REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP
- FOUND 58" REBAR WITH NO CAP
- FOUND 12" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 818"
- FOUND 12" REBAR WITH NO CAP OR AS NOTED
- ◇ FOUND 12" ROW MONUMENT
- △ CALCULATED POINT, NOTHING FOUND OR SET
- (M) MEASURED

Line #	Bearing	Length
L6	S88°15'17"E	29.48'
L7	S00°35'34"W	21.00'
L8	N00°35'34"E	21.00'
L9	S88°15'17"E	21.00'
L10	N89°15'17"W	21.00'
L11	S88°58'20"E	21.00'
L12	N88°58'20"W	21.00'

Curve #	Length	Radius	Delta	Bearing	Chord
C5	101.67'	100.00'	058°15'16"	N60°07'39"W	97.35'
C6	44.88'	80.00'	032°00'05"	N14°59'56"W	44.10'
C7	73.71'	72.50'	058°15'16"	S60°07'39"E	70.58'
C8	8.62'	52.50'	009°24'41"	S26°17'40"E	8.61'
C9	20.70'	52.50'	022°35'24"	S10°17'38"E	20.57'
C10	68.09'	127.50'	030°35'52"	N73°57'21"W	67.28'
C11	61.54'	127.50'	027°39'24"	N44°49'43"W	60.95'
C12	17.55'	107.50'	009°21'16"	N26°19'23"W	17.53'
C13	42.49'	107.50'	022°38'49"	N10°19'20"W	42.21'

**Johnson Surveying**  
P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com

CHECKED BY: CJJ  
DRAFTED BY: SMA  
SCALE: 1" = 50'  
DATE: 08/07/2023  
JOB NO: LCE 22-004



# THE FOUNDRY

PARCEL B PER RECORD OF SURVEY BOOK 32, PAGE 470, LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_

## KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF LAKESHORE ESTATES, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_  
FEE \$ \_\_\_\_\_

DEPUTY CLERK  
JENNIFER LOCKE, KOOTENAI COUNTY CLERK

## CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY OF COEUR D'ALENE - CLERK  
*Chad J. Johnson*  
CITY OF COEUR D'ALENE - CITY ENGINEER

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31 2022  
DATED THIS 4th DAY OF October, 2023

*Anna Emma Cederquist*  
KOOTENAI COUNTY TREASURER

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

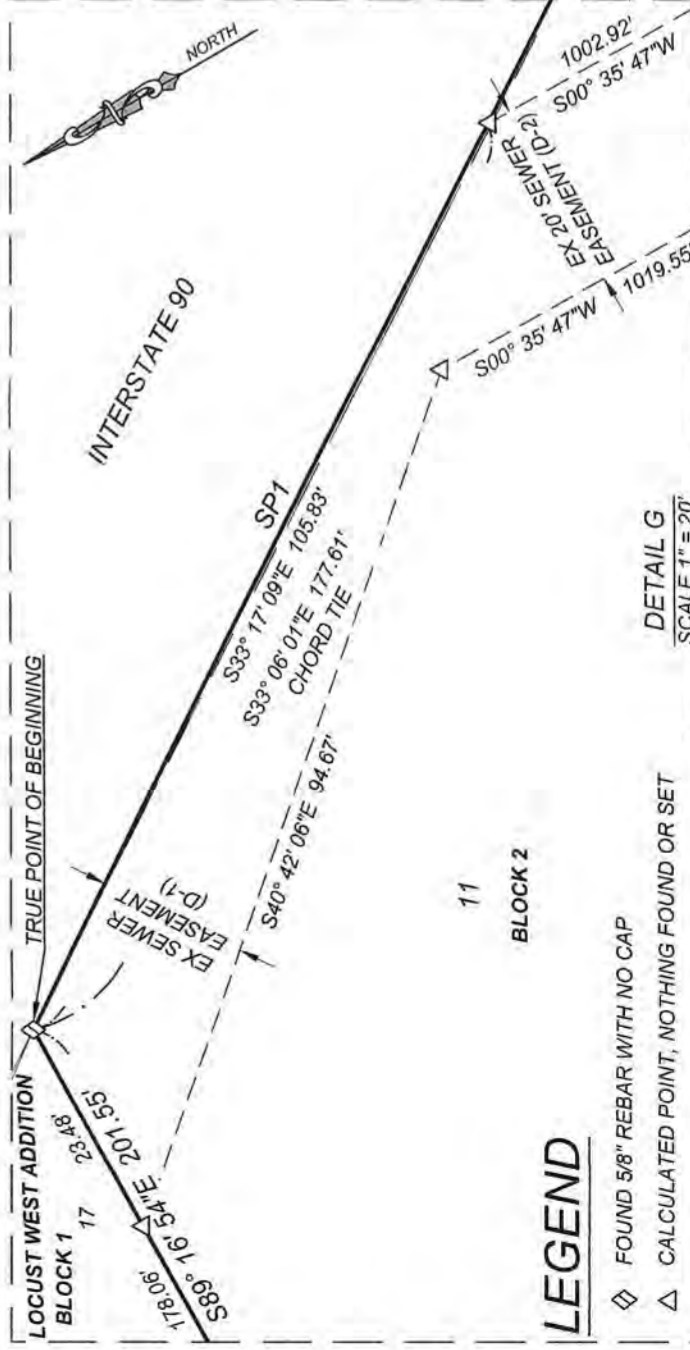
DATED THIS 4th DAY OF October, 2023

*J. Ireland*  
PACIFIC HEALTH DISTRICT 1

## COUNTY SURVEYOR'S CERTIFICATE

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 \_\_\_\_\_, 20\_\_\_\_



## LEGEND

- ◇ FOUND 58" REBAR WITH NO CAP
  - △ CALCULATED POINT, NOTHING FOUND OR SET
- SCALE T = 20



SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST

## VICINITY MAP

SCALE 1" = 500'

## NOTARY CERTIFICATE

STATE OF IDAHO \_\_\_\_\_ SS  
COUNTY OF KOOTENAI \_\_\_\_\_

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 3 DAY OF October IN THE YEAR 2022, BY TOM MORT THE MEMBER OF LAKESHORE ESTATES, LLC, LIMITED LIABILITY COMPANY.

*Taylor C. Lander*  
NOTARY PUBLIC  
STATE OF IDAHO

MY COMMISSION EXPIRES ON 10/27/2023

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY, INC. DATED JUNE 2, 2023. COMMITMENT NUMBER KT-500987.

PLAT BOUNDARY IS BASED ON PUBLIC LAND SURVEY CORNER TIES AND PREVIOUS ADJOINING PLAT WORK AS DEPICTED.

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-503 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT

## SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PROFESSIONAL LAND SURVEYOR #9367, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF THE FOUNDRY IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. ALL INTERIOR CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

*Chad J. Johnson*  
CHAD J. JOHNSON  
DATE 8-10-23

## OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT LAKESHORE ESTATES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS THE FOUNDRY, BEING PARCEL B PER RECORD OF SURVEY BOOK 32, PAGE 470, LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT** THE CENTER CORNER OF SAID SECTION 12, BEING A 2 INCH ALUMINUM CAP PER C&F INSTRUMENT No. 2448514000, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE EAST QUARTER CORNER BEARS SOUTH 89°13'22" EAST A DISTANCE OF 2646.03 FEET; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER SOUTH 89°13'22" EAST A DISTANCE OF 1287.05 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 90, BEING A CHORD TIE SOUTH 36°49'40" EAST A DISTANCE OF 416.17 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY AND THE SOUTH LINE OF LOT 17, BLOCK 1 OF THE PLAT OF LOCUST WEST ADDITION FILED IN BOOK F OF PLATS AT PAGE 39, RECORDS OF KOOTENAI COUNTY, BEING A FOUND 58 INCH REBAR WITH NO CAP, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY OF INTERSTATE 90, ALONG A PORTION OF A SPIRAL CURVE TO THE RIGHT HAVING A TOTAL LENGTH OF 250.0 FEET, A TOTAL S-01°52'30" AND A TOTAL E-0°0'0" OF THE PART OF THE SPIRAL CURVE MEASURED BY A CHORD BEARING OF SOUTH 33°08'01" EAST A DISTANCE OF 177.61 FEET TO A FOUND 3.5 INCH ZINC CAP AT THE P.T. OF A SPIRAL CURVE AT STATION 112+30.94 OF SAID INTERSTATE 90;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY OF INTERSTATE 90, SOUTH 32°50'10" EAST A DISTANCE OF 568.79 FEET TO A FOUND CONCRETE HIGHWAY RIGHT-OF-WAY MONUMENT STATION 118+01.04 OF SAID INTERSTATE 90; 371.21 FEET TO A FOUND 1/2 INCH REBAR;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY OF INTERSTATE 90, NORTH 89°15'49" WEST A DISTANCE OF 143.06 FEET; THENCE SOUTH 01°00'02" WEST A DISTANCE OF 145.00 FEET TO A FOUND 1 INCH SQUARE STEEL ROD ON THE NORTH RIGHT-OF-WAY OF HAZEL AVENUE;

THENCE ALONG SAID NORTH RIGHT-OF-WAY OF HAZEL AVENUE, NORTH 88°58'20" WEST A DISTANCE OF 677.49 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY OF HAZEL AVENUE AND THE EAST LINE OF TRACT 4 OF THE PLAT OF PERENNOD TRACTS FILED IN BOOK C OF PLATS AT PAGE 185, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE EAST LINE OF SAID TRACT 4 AND ITS EXTENSION THEREOF, NORTH 00°45'31" EAST A DISTANCE OF 423.41 FEET TO THE SOUTHEAST CORNER OF BLOCK 2 OF THE PLAT OF SPRING ADDITION FILED IN BOOK F OF PLATS AT PAGE 62, RECORDS OF KOOTENAI COUNTY, BEING A FOUND 38 INCH REBAR WITH NO CAP;

THENCE ALONG THE EAST LINE OF SAID BLOCK 2 OF THE PLAT OF SPRING ADDITION, NORTH 00°44'43" EAST A DISTANCE OF 117.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 2 ON THE SOUTH RIGHT-OF-WAY OF SPRUCE AVENUE, BEING A FOUND 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 818";

THENCE ALONG SAID RIGHT-OF-WAY OF SPRUCE AVENUE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 25.23 FEET, A DELTA ANGLE OF 48°11'23" WITH A LONG CHORD THAT BEARS SOUTH 65°39'25" WEST A DISTANCE OF 24.49 FEET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1 OF SAID PLAT OF SPRING ADDITION, BEING A FOUND 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 8387";

THENCE ALONG THE EAST LINE OF SAID BLOCK 1 OF THE PLAT OF SPRING ADDITION, NORTH 00°44'43" EAST A DISTANCE OF 250.63 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1 ON THE SOUTH LINE OF LOT 20, BLOCK 1 OF SAID PLAT OF LOCUST WEST ADDITION, BEING A FOUND 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 8387";

THENCE ALONG SAID SOUTH LINE OF LOT 20, BLOCK 1 OF THE PLAT OF LOCUST WEST ADDITION, SOUTH 89°13'17" EAST A DISTANCE OF 1.54 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20, BLOCK 1, BEING A FOUND 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 818";

THENCE ALONG THE EAST LINE OF LOTS 19 AND 20, BLOCK 1 OF SAID PLAT OF LOCUST WEST ADDITION, NORTH 00°48'38" EAST A DISTANCE OF 156.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 19, BEING A FOUND 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 8387";

THENCE LEAVING THE EAST LINE OF SAID LOT 19, BLOCK 1 OF SAID PLAT OF LOCUST WEST ADDITION, NORTH 00°48'38" EAST A DISTANCE OF 79.78 FEET TO A POINT ON SAID SOUTH LINE OF LOT 17, BLOCK 1 OF THE PLAT OF LOCUST WEST ADDITION, BEING A FOUND 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 9387";

THENCE ALONG SAID SOUTH LINE OF LOT 17, BLOCK 1 OF THE PLAT OF LOCUST WEST ADDITION, SOUTH 89°16'54" EAST A DISTANCE OF 201.55 FEET TO THE **TRUE POINT OF BEGINNING**

SAID PARCEL CONTAINING 13.648 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:  
SANITARY SEWER DISPOSAL IS PROVIDED BY THE CITY OF COEUR D'ALENE;  
DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY THE CITY OF COEUR D'ALENE;  
RIGHTS-OF-WAY AS SHOWN HEREON, AND KNOWN AS 12th STREET, 13th STREET, SPRUCE AVENUE AND FOUNDRY DRIVE ARE HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE;  
10 AND 15 FOOT UTILITY AND SIDEWALK EASEMENTS, AS SHOWN HEREON, ADJACENT TO ALL DEDICATED RIGHTS-OF-WAY, AS SHOWN, AND THE EXISTING HAZEL AVENUE RIGHT-OF-WAY ARE HEREBY GRANTED TO THE CITY OF COEUR D'ALENE;  
30 FOOT INGRESS/EGRESS AND UTILITY EASEMENT, AS SHOWN HEREON, LYING OVER BLOCK 1 RESERVED FOR THE BENEFIT OF THE OWNERS OF BLOCK 1;

*Tom Mort*  
TOM MORT, MEMBER  
LAKESHORE ESTATES, LLC



LAKE CITY ENGINEERING  
126 E. POPLAR AVENUE  
COEUR D'ALENE, IDAHO 83814  
PHONE: 208.676.0230

CHECKED BY:  
DRAFTED BY:  
SCALE:  
DATE:  
JOB NO:

3  
3



P.O. Box 2644 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com

**AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK**

**The Foundry**

THIS AGREEMENT made this 17<sup>th</sup> day of October, 2023 between Lakeshore Estates, LLC, whose address is 505 E. Front Avenue, Suite 301, Coeur d'Alene, ID 83814, with Greg J. Gervais, 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 the final subdivision plat of The Foundry, a twenty-six (26) lot, residential development in Coeur d'Alene, lying within the Southeast Quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "The Foundry", signed and stamped by Drew Dittman, PE, # 11138, dated April 20, 2023, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seventy Thousand One Hundred Sixty-two and 00/100 Dollars (\$70,162.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 17<sup>th</sup> day of October, 2024. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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


**City of Coeur d'Alene**

\_\_\_\_\_  
James Hammond, Mayor

**ATTEST:**

\_\_\_\_\_  
Renata McLeod, City Clerk

**Lakeshore Estates, LLC**

  
\_\_\_\_\_  
Greg J. Gervais, Member

# EXHIBIT 'A'

Project: The Foundry

Date: 10/3/2023

## Construction Cost Estimate for Warranty Bond

SIZE	Description	Quantity	Units	Unit Price	Amount
	Mobilization	1	ls	\$ 7,500.00	\$ 7,500.00
	48" Sewer Manhole	5	ea	\$ 2,800.00	\$ 14,000.00
	8" Sewer Main	1,091	lf	\$ 30.00	\$ 32,730.00
	4" Sewer Services	26	ea	\$ 1,150.00	\$ 29,900.00
	8" Water Main PVC	1555	lf	\$ 55.00	\$ 85,525.00
	1" Water Services	29	ea	\$ 2,750.00	\$ 79,750.00
	Blow Off	3	ea	\$ 1,950.00	\$ 5,850.00
	Fire Hydrants	4	ea	\$ 7,500.00	\$ 30,000.00
	Single Drywells	3	ea	\$ 2,750.00	\$ 8,250.00
	Double Drywells	5	ea	\$ 3,750.00	\$ 18,750.00
	Swales w/Onsite Topsoil	1	ls	\$ 25,000.00	\$ 25,000.00
	Subgrade Road	1	ls	\$ 7,500.00	\$ 7,500.00
	Curbing	3000	lf	\$ 19.50	\$ 58,500.00
	Scuppers	51	ea	\$ 125.00	\$ 6,375.00
	4" Sidewalks w/GSB	11,350	sf	\$ 4.75	\$ 53,912.50
	6" Sidewalks w/GSB	2,600	sf	\$ 5.75	\$ 14,950.00
	Ped Ramps	17	ea	\$ 1,750.00	\$ 29,750.00
	2/6" Paving	6,400	sy	\$ 27.50	\$ 176,000.00
	Utility Trenching	2,250	lf	\$ 6.50	\$ 14,625.00
	Signs & Striping	1	ls	\$ 2,750.00	\$ 2,750.00
<b>Subtotal:</b>					<b>\$ 701,617.50</b>
<b>Total COST</b>					<b>\$ 701,617.50</b>

Warranty Bond Amount 10% \$ 70,162.00

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

**DATE:** OCTOBER 9, 2023

**FROM:** KYLE MARINE, SUPERINTENDENT, WATER DEPARTMENT

**SUBJECT:** REQUEST TO PURCHASE A NEW MIOX ONSITE CHLORINE GENERATOR

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**DECISION POINT:**

Should City Council approve the purchase of a new MIOX Onsite Chlorine Generator from Filtration Technology, Inc.?

**HISTORY:**

Prior to 2009, the City of Coeur d'Alene Water Department historically utilized gas chlorination for disinfection of the potable water supply. Chlorine gas is inherently dangerous if improperly handled and is extremely poisonous and highly corrosive. The Water Department began looking for much safer alternatives and opted to try sodium hypochlorite generation onsite. The process uses common table salt and electricity to generate a weak sodium hypochlorite solution for disinfection. In 2009 the first onsite chlorine generator was purchased and installed at the 4<sup>th</sup> Street Well. The cells have a limited operational life, averaging about ten years. Spare parts will be scavenged from the unit replaced and the remainder will be scrapped. The parts will be used for the 6570 N Atlas Rd (Ralph Capaul well site).

**FINANCIAL ANALYSIS:**

This project is included in our FY 2024 Financial Plan to replace the failing MicroClor onsite chlorine generator at the RC Well with a new MIOX onsite chlorine generator. The current budget for the replacement of the existing Linden Well MicroClor chlorine generator is \$120,000.00, which includes necessary electrical and plumbing modifications. Water Department staff received one (1) quote for the chlorine generator. The quote from Filtration Technology, Inc., (MIOX) came in at \$101,075.00. Water Department staff reached out to UGSI to request a quote, and put a deadline of Tuesday, September 12<sup>th</sup> to have the quote in, and we did not receive a response.

**PERFORMANCE ANALYSIS:**

The MIOX onsite chlorine generator has an anticipated life expectancy of about ten years depending on annual hours used. The new unit is expected to be installed and operational prior to well activation for the 2024 summer season.

**DECISION POINT/RECOMMENDATION:**

Council should approve the purchase of a MIOX Onsite Chlorine Generators from Filtration Technology, Inc., in the amount of \$101,075.00.



October 17, 2023

Filtration Technology, Inc.  
2218 S. Crosscreek Ln.  
Boise, ID 83706-6707

To Whom It May Concern:

The purpose of this letter is to confirm our agreement regarding the purchase and installation of a MIOX Generator and associated equipment at the Linden Well for the City of Coeur d'Alene. We have agreed that, starting on or about 10-25-2023, work will commence and be completed by 1-1-2024. The scope of work includes the installation and purchase of the generator as described in Attachment "A." It is further agreed that Filtration Technology, Inc., (hereinafter referred to as the "Contractor") will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortuous act or omission by Contractor, its employees, subcontractors, agents, and officers in performing this job. Payment will be made only after completion of the work and approval by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid. Invoices should be mailed to this office's address.

The total amount to be paid for the work shall be One hundred and one thousand seventy-five and no/100 Dollars (\$101,075.00). Unless otherwise agreed in writing, the City shall not pay any cost or expense in excess of that amount.

Before commencing work, Contractor must provide the following to the City Clerk: (1) this completed and signed Letter of Agreement; (2) a completed W9; (3) a certificate of liability insurance policy which names the City as an additional insured with minimum policy limits of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence; (4) proof of worker's compensation insurance, if required; and (5) proof of a public works contractor license.

The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work within the time allowed shall result in damages being sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limit, or any extension granted by City in writing, the Contractor shall pay to the City or have withheld from moneys due, liquidated damages at the rate of Five hundred and no/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.





Additionally, Idaho law (I.C. § 44-1001) requires that, for all construction, repair or maintenance work performed for the City, the Contractor shall employ 95% bona fide Idaho residents on the job unless the Contractor employs fewer than 50 people. In that case, up to 10% nonresidents may be employed on the job.

The Contractor affirmatively acknowledges that no person shall be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, or national origin in employment on this project.

The Contractor certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, the Consultant certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. This provision shall not apply if the Agreement has a total potential value of less than one hundred thousand dollars (\$100,000.00) or if the CONSULTANT has fewer than ten (10) employees.

Please acknowledge this agreement and return to this office.

Date \_\_\_\_\_

**CONTRACTOR ACCEPTANCE OF TERMS**

Name (individual or company): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

## ATTACHMENT "A"

### Linden Well

3000 GPM, .5 PPM Injection Rate/.2 PPM Resident/.3 PPM Demand = 10.8 PPD Required

- Wall mount filter with gauges and isolation valves
- Kinetico Softener and all accessories
- Re-use existing brine tank, new bulkheads as required, plug off existing bulkheads as required, install new BrineGuard, Jobe simple float assembly, salt supplied by City
- MIOX Vault #ABM15SC self-cleaning mixed oxidant generator cabinet, wall mount, 1PH/230V, PLC/HMI, 30 amp, designed to produce a minimum of 15 ppd, spare parts kit
- Re-use existing storage tank, install CPVC and PVC bulkheads as required, 18" float assembly, hydrogen vent drop tube/piping/bird traps, cut hydrogen vent holes thru wall and caulk
- Installation:
  - Idaho public works contractor licensed, minimum class of "C" (Filtration Technology is "CC" to \$400,000), type "C" specialty construction
  - All piping as required
  - Start-up and training
- All equipment meets NSF requirements-certified for public drinking water

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

**DATE:**           **OCTOBER 9, 2023**

**FROM:**          **KYLE MARINE, SUPERINTENDENT, WATER DEPARTMENT**

**SUBJECT:**      **WATER RATE STUDY – CONSULTANT SERVICES AGREEMENT  
WITH FCS GROUP, INC.**

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**DECISION POINT:**

Should Council approve a Consultant Services Agreement with FCS Group, Inc., for a Water Rate Study update?

**HISTORY:**

Per the Water Department and industry practices, staff routinely schedules a rate study every 5 years. The last rate study was completed in 2018. The last rate study was performed by FCS Group. The recommended incremental rate and capitalization fee increases were updated in fiscal year 2018 and will conclude the end of April 2023. Staff proposes to have the proposed rate study update completed near the end of February 2024 and presented to Council for approval and implementation prior to April 1, 2024.

**FINANCIAL ANALYSIS:**

Funding for the proposed rate study is included in the current fiscal year budget. The line item is budgeted at \$65,000.00. The only submission received during the Request for Proposals was from FCS Group, Inc. Their initial budget proposal was for \$65,000.00. This will sufficiently provide the necessary services to effectively review operation and management necessities and ensure a thorough review of capitalization fees and the related structure to ensure the City is in compliance with recent regulatory clarifications.

**PERFORMANCE ANALYSIS:**

As previously mentioned, FCS Group performed the last water rate analysis in 2018. Consequently, its staff is very familiar with our rate and capitalization structures. This will prove beneficial as FCS staff will be able to plug current financial information into an existing database format to provide updated revenue forecasts. Several large projects in the previous plan were heavily dependent on developer participation, which did not occur. In this analysis, adequate funding sources will be determined based on the anticipated benefits of infrastructure improvements.

**DECISION POINT/RECOMMENDATION:**

Council should approve a Consultant Services Agreement with FCS Group, Inc., to conduct a scheduled Water Rate Study update.

**PROFESSIONAL SERVICES AGREEMENT  
For 2023-2024 Rate Study**

THIS Professional Services Agreement is made and entered into this 17<sup>th</sup> day of October, 2023, 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 **FCS Group**, a corporation duly organized and existing in the state of Washington, with its principal place of business at Redmond Town Center, 7525 166<sup>th</sup> Ave. NE, Site D-215, Redmond, WA 98052, hereinafter referred to as the "**CONSULTANT**."

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**'s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for preparing the 2023-2024 Rate Study for the Water Department, hereinafter referred to as the "Work," according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Work, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**'s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. 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. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. 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 its 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 the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, 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. Should the **CONSULTANT** fail to maintain the required Worker's Compensation 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.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before April, 1 2024. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Sixty-five thousand dollars and 00/100 (\$65,000), 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, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that 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 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10<sup>th</sup> 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 and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

**SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE.** If, through any cause within the **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 provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** 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 materials 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 8. TERMINATION FOR CONVENIENCE.** 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 hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement 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 9. MODIFICATIONS.** The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," 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 10. NON-DISCRIMINATION.**

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. 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.

C. The **CONSULTANT** shall comply, if applicable, 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 Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, 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 Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. 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 Agreement and the Regulations and Municipal 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.

F. 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 **CITY** or

the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **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.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** 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 Agreement until the **CONSULTANT** complies, and/or;
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) 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 the **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.

**SECTION 11. CHINESE OWNERSHIP CERTIFICATION.** Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

**SECTION 12. 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 13. 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 on the Work.

SECTION 14. 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 15. 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. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **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 the **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 the **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 16. Audits and Inspection. The **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 this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 17. 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 laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 18. 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 19. 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, including all necessary licenses and certifications for its employees. 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 20. 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 21. Integration. This Agreement, and all appendices and amendments thereto, 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 22. Hold 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 the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

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 the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

SECTION 23. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

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

FCS Group  
7525 166<sup>th</sup> AVE. NE, Ste. D-215  
Redmond, WA 98052

SECTION 24. Standard of Performance and Insurance.

A. The **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 **CONSULTANT**'s 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 with limits of at least five hundred thousand dollars (\$500,000.00). 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 with limits in the amount of at least \$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 for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

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

CITY OF COEUR D'ALENE

FCS Group

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Secretary

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

**DATE:**           **OCTOBER 9, 2023**

**FROM:**           **CAPTAIN DAVE HAGAR, POLICE DEPARTMENT**

**SUBJECT:**       **SURPLUS OF POLICE VEHICLES**

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**DECISION POINT:**

Should Council authorize the Police Department (Department) to surplus one (1) 2004 Chevrolet Astro Van and one (1) 2010 Ford Explorer and to sell the vehicles at auction?

**HISTORY:**

The 2004 Chevrolet Astro Van was purchased by the Department on February 11, 2005, with 21,252 miles on the odometer. It was used as a Report Taker vehicle until 2016 when it was reassigned to the CAT team. This vehicle suffers from a long list of minor mechanical issues related to its age and is no longer needed by the Department.

The 2010 Ford Explorer was purchased used from the Idaho Bureau of Federal Surplus Property in February of 2020. This vehicle registered 72,126 miles on the odometer at that time. This vehicle was assigned to the CAT team until it was replaced this summer with a lower mileage vehicle. There are currently 106,515 miles on this vehicle. It is developing intermittent electrical issues that is making this vehicle unreliable.

**FINANCIAL ANALYSIS:**

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

**DECISION POINT:**

Council should authorize the declaration of one (1) 2004 Chevrolet Astro Van and one (1) 2010 Ford Explorer assigned to the Police Department as surplus, and the sale of the vehicles at auction.

**VEHICLE SURPLUS LIST:**

2004 Chevrolet Astro Van - 1GNEL19X14B112486 – 63,867 miles  
2010 Ford Explorer - 1FMEU7DE6AUB14082 - 106,515 miles

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** OCTOBER 17, 2023  
**FROM:** ADAM KORYTKO, BUILDING MAINTENANCE SUPERINTENDENT  
**SUBJECT:** CITY HALL ROOF REPLACEMENT (*COUNCIL ACTION REQUIRED*)

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**DECISION POINT:** Should Council declare an emergency and approve \$94,727.00 from the general fund to install a new TPO roofing system at City Hall to protect the building from the failed existing roof system?

**HISTORY:** At the completion of the 2017 City Hall remodel, the existing torch down roof was coated or recoated with an elastomeric coating. This coating is used to extend the life of the existing roof for 10+ years. However, the southwest parapet wall of the roof has drainage issues resulting in ponding. This ponding is due to improper slope/design of the roof crickets and roof drain elevation. The standing water has permeated the elastomeric coating and caused severe failure along the southwest parapet wall. The elastomeric coating has blistered and peeled down to the original roofing material. Reapplication of this coating is impossible due to the excessive moisture and ponding. We recommend that a TPO membrane roof and new cricket system be installed on City Hall to correct the drainage issues and to protect the integrity of the building.

**FINANCIAL ANALYSIS:** This project was originally planned to be budgeted 1-2 years out with the expectation that a temporary repair could be made. Only after discovering the severity of the damage and the lack of options to make repairs did we decide that a new roofing system should be installed. This project is not budgeted. Therefore, we are asking that Council approve \$94,727.00 for installation of a new TPO roofing system from the general fund as an emergency expense.

**PERFORMANCE ANALYSIS:** The roof at City Hall is a domed roof with a slight pitch that tapers to the perimeter parapet walls where water is supposed to be routed and drained down through the roof scuppers. Currently, the building is protected by the original torch down roofing material that is coated with elastomeric sealant. Given the layout and pitch of the roof, we recommend that a 60-mil TPO welded membrane roofing system be installed with a ½" underlayment board. This system also includes the reconstruction of drainage crickets surrounding the roof drains to prevent ponding and allow water to drain correctly. This system comes with a 20-year manufacturer warranty and 1-year warranty on labor.

Idaho Code § 67-2808(1)(a) provides, in part: "The governing board of a political subdivision may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if: . . . (iii) It is necessary to do emergency work to safeguard life, health, or property." The Legal Department has determined that the circumstances fall within the exception for emergency work to safeguard the City's property, and thus it is not necessary to follow the formal bid process.

**DECISION POINT / RECOMMENDATION:** Council should declare an emergency and approve the expenditure of \$94,727.00 from the general fund to install a new TPO roofing system at City Hall.

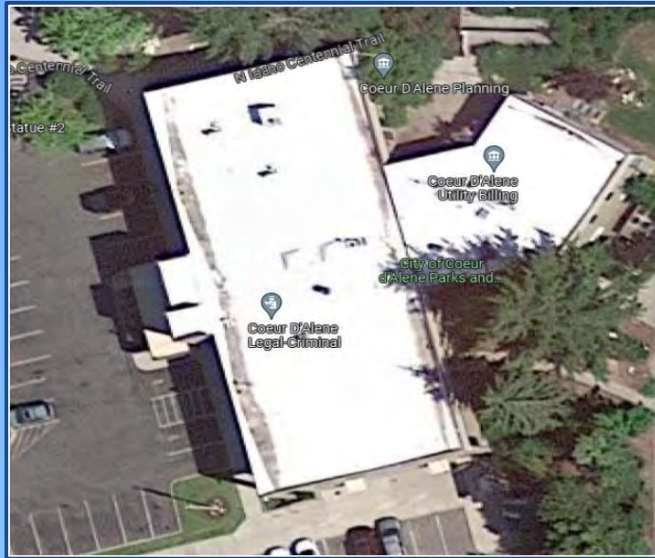


## **CITY HALL ROOF REPLACEMENT**

**Should Council Declare an Emergency and Approve the Expenditure of \$94,727.00 from the General Fund to Install a New TPO Roofing System at City Hall?**









**QUESTIONS?**



RESOLUTION NO. 23-077

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING THAT AN EMERGENCY EXISTS SUCH THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY FOR WORK TO REPAIR THE DAMAGED ROOF, SKYLIGHT, AND MECHANICAL VENTS AT CITY HALL IN ORDER TO SAFEGUARD LIFE, HEALTH, AND PROPERTY, PURSUANT TO IDAHO CODE § 67-2808(1)(a)(iii); AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS WITHOUT COMPLIANCE WITH FORMAL BIDDING PROCEDURES.

WHEREAS, Idaho Code § 67-2808(1)(a)(iii) authorizes the City Council to declare an emergency and expend public funds without compliance with formal bidding procedures where an emergency exists and it is necessary to expend public money immediately for the purpose of safeguarding life, health, and/or property; and

WHEREAS, at the completion of the 2017 City Hall remodel, the existing torch down roof was coated or recoated with an elastomeric coating in order to extend the life of the existing roof for 10+ years. However, due to improper slope/design of the roof crickets and roof drain elevation, the southwest parapet wall of the roof has drainage issues resulting in ponding. Standing water has permeated the elastomeric coating and caused severe failure along the southwest parapet wall. The elastomeric coating has blistered and peeled down to the original roofing material. Reapplication of this coating is impossible due to the excessive moisture and ponding; and

WHEREAS, the severity of the damage and the lack of options require that a new roofing system be installed and portions of the system be reconstructed; and

WHEREAS, the recommendation is that a 60-mil TPO welded membrane roofing system be installed with a 1/2" underlayment board, and that the drainage crickets surrounding the roof drains be reconstructed to prevent ponding and allow water to drain correctly; and

WHEREAS, the Building Maintenance Department has determined that there is no other reasonably available method which would allow the City to repair the roof in a timely manner to prevent further damage, possibly to the interior of City Hall; and

WHEREAS, Jimmy's Roofing has provided a cost estimate which is reasonable and can perform the work in a timely manner; and

WHEREAS, the cost of repairs will come from the general fund.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Coeur d'Alene, Idaho, that an emergency exists, and that the public interest and necessity require the City to contract for the installation of new the roof components and reconstruction of portions of the roof drainage system at City Hall without compliance with the state bidding process, pursuant to Idaho Code § 67-2808(1)(a)(iii).

BE IT FURTHER RESOLVED that the City may contract with Jimmy's Roofing, a copy of the proposal is attached hereto as Exhibit "A" and incorporated herein by reference, for the repairs to the City Hall without compliance with formal bidding procedures, and expend public funds from the general fund in the amount of \$94,727.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to sign such agreements as may be necessary to complete the repairs to the City Hall roof and drainage system pursuant to this Resolution.

DATED this 17<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



**Customer:**

City of Coeur D'Alene  
1031 North Academic Way  
Coeur d'Alene, ID 83814

**Property:**

CDA-710-C (City Hall)  
710 East Mullan Avenue  
Coeur d'Alene, ID 83814

## **GAF TPO 20 Year System Warranty**

***Project Preparation***

- Obtain building permit for roof replacement.
- Perform pre-construction roof replacement walk through with the owner and project foreman.

***Safety***

- All work will be performed in accordance with OSHA and L&I safety requirements.
- Furnish and install warning lines to identified areas as associated with ground related activities.

***Tear Off & Surface Preparation***

- Remove and dispose of all existing wall roofing and debris.

***Insulation***

- Install a ½" *FMI* High Performance EPS Fanfold Roof Underlayment.

***System Application***

- Furnish and install a mechanically fastened white GAF TPO Roof System according to manufacturer's specifications.

***Drain System***

- Thoroughly inspect and reuse the existing drain system.
  - A taper system will be installed in the drain areas on the main section to divert the water drainage appropriately to the drains.

***HVAC, Curbed Penetrations, and Other Air Handling Unit Details***

- HVAC units and power vents may be raised as needed for proper installation of the TPO membrane. Larger HVAC units may need to be raised and re-installed by a mechanical company.

***Parapet Walls and Perimeter Edge***

- Fully adhere all wall sheets using bonding adhesive at a rate of 60sf per gallon.
- Install new coping metal at the parapet walls.

***Pipe Details***

- Furnish and install new TPO prefabricated or 60mil non-reinforced thermoplastic pipe boots.

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www.jimmysroofing.com  
p: 509-924-1989 f: 509-928-1989  
License No: WA: JIMMYR\*933LM

**Misc Details**

- Install new treated lumber footings with a TPO slip sheet as needed at the gas lines.
- Install a *Chem-Curb* sealant pocket detail to pipe clusters that penetrate the roof deck as needed.

**Clean Up**

- All work premises will be cleaned daily during the construction process and at the completion of the project.

**Exclusions**

- Electrical work that may be needed due to broken conduit, abandoned electrical work or machinery, lighting fixtures, or buried rooftop junction boxes is not included in this proposal.

**Warranty**

- This GAF TPO Roof System comes with a Full System NDL Manufacturer’s Warranty. Warranty will be submitted to ownership after project completion, manufacturer's final inspection, and payment has been received in full.

**\$94,727.00 - 60mil TPO 20yr System Warranty**

Sales tax is not included  
Pricing subject to change after 30 days  
09/11/2023

**ACCEPTANCE OF PROPOSAL**

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing Jimmy’s Roofing to order materials, which are non-refundable, and do the work as specified. Payment terms are 50% down and 50% due at the time of completion. Project will not be scheduled until the 50% down payment has been received. If final payment is not received within 15 days of invoice, a Finance Charge of 1.5% per month will be assessed. In the event this account is placed for collection with a Collection Agency, a fee of 50% of the balance due shall be added as a collection fee. Applicable sales tax is not included in this proposal and may be an additional fee.*

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**TERMS & CONDITIONS**

- Nature of Work.** Jimmy’s Roofing (“Jimmy’s”) shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Jimmy’s does not provide design, engineering, consulting or architectural services. It is the Owner’s responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Jimmy’s, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Jimmy’s is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Jimmy’s from what is specified. Jimmy’s is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Jimmy’s roofing work is installed.
- Deck.** Customer warrants that structures on which Jimmy’s is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Jimmy’s commencement of roof installation indicates only that Jimmy’s has visually inspected the surface of the roof deck for visible defects. Jimmy’s is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades’ work or design and their effect on the roof.
- Concrete Decks.** In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer and design professional. Jimmy’s is not responsible to test or assess moisture content of the deck or substrate.

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4. **Asbestos and Toxic Materials.** This proposal is based on Jimmy's not coming into contact with asbestos-containing or toxic materials ("ACM"). Jimmy's is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Jimmy's shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Jimmy's from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within fifteen (15) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Jimmy's by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per annum. Jimmy's shall be entitled to recover from Customer all costs of collection incurred by Jimmy's, including attorney's fees, resulting from Customer's failure to make proper payment when due. Jimmy's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.
6. **Right to Stop Work.** The failure of Customer to make proper payment to Jimmy's when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Jimmy's, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Jimmy's shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Jimmy's shall be increased by the amount of Jimmy's reasonable costs of shut-down, delay and start-up.
7. **Insurance.** Jimmy's shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. Jimmy's will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Jimmy's, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Jimmy's shall not be withheld by reason of any damage or claim against Jimmy's covered by liability or property damage insurance maintained by Jimmy's or claims covered under builder's risk insurance.
8. **Additional Insured.** If Customer requires and Jimmy's agrees to name Customer or others as additional insureds on Jimmy's liability insurance policy, Customer and Jimmy's agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Jimmy's and is not intended to make Jimmy's insurer liable for claims that are due to the fault of the additional insured.
9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, falling of materials attached to the underside of the deck, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Jimmy's shall not be responsible for disturbance, falling of materials attached to the underside of the deck, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing. Customer shall notify occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Jimmy's harmless from claims of occupants who were not so notified and did not provide protection.
10. **Deck Repairs.** Any work required to replace rotten or missing wood or deteriorated decking, wood sheathing, insulation or structural members shall be done on a time and material or unit price basis as an extra unless specifically included in the scope of work.
11. **Damages and Delays.** Jimmy's will not be responsible for damage done to Jimmy's work by others, including damage to temporary tie-offs. Any repairing of the same by Jimmy's will be charged as an extra. Jimmy's shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Jimmy's. Jimmy's shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Jimmy's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. **Roof Projections.** Jimmy's will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Jimmy's. Penetrations not shown on the plans provided to Jimmy's prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Jimmy's shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.
13. **Material References.** Jimmy's is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
14. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Due to natural fading and changes in factory color mixing, color matching will be as close as possible but can be noticeably different. Specified quantities are intended to represent an average over the entire roof area.
15. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Jimmy's is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Jimmy's bid is based solely on manufacturer's printed test results. Jimmy's itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
16. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Jimmy's. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Jimmy's harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
17. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Jimmy's. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Jimmy's, upon submittal of written documentation and advance notice.
18. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Jimmy's shall be valid unless previously authorized in writing by Jimmy's and unless written notice is given to Jimmy's within five (5) days of the event, act or omission which is the basis of the backcharge.
19. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Jimmy's will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Jimmy's employees. Jimmy's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or

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topside of the roof deck upon which Jimmy's will be installing the new roof. Owner will indemnify Jimmy's from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Jimmy's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Jimmy's is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Jimmy's and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Jimmy's is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Jimmy's harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. **Availability of Site.** Jimmy's shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Jimmy's shall not be required to begin work until underlying areas are ready and acceptable to receive Jimmy's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Jimmy's to and from the job as a result of the job not being ready for the Work after Jimmy's has been notified to proceed will be charged as an extra.

21. **Warranty.** Jimmy's work will be warranted by Jimmy's in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Jimmy's standard warranty is attached or, if not, will be furnished upon request. Jimmy's SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Jimmy's.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

22. **Existing Conditions.** Jimmy's is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Jimmy's. If there is an existing satellite dish or antenna mounted on the roof, Jimmy's will remount it onto the new roof, but it is the Owner's responsibility to have the satellite dish or antenna realigned.

23. **Mold.** Jimmy's and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Jimmy's if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Jimmy's will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Jimmy's is not responsible for indoor air quality. Owner shall hold harmless and indemnify Jimmy's from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Jimmy's from claims brought by tenants and third parties arising from mold growth.

24. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Jimmy's. Jimmy's is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

25. **Dispute Resolution.** If a dispute shall arise between Jimmy's and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Jimmy's and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Jimmy's alleging any breach of this contract or negligence by Jimmy's must be initiated no later than two (2) years after Jimmy's performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Jimmy's.

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**DATE:**           **OCTOBER 17, 2023**

**FROM:**          **RANDY ADAMS, CITY ATTORNEY**

**SUBJECT:**      **EXCHANGE OF REAL PROPERTY**

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**DECISION POINT:** Should Council exchange with Costco Wholesale Corporation a fee interest in an underused parcel of property for a perpetual easement in the same property and a cash payment of \$30,000.00?

**HISTORY:** There is a small area, roughly triangular in shape, lying between the two entrances to the Costco Wholesale Corporation (“Costco”) parking lot on E. Neider Avenue. (*See* attached aerial photograph.) It is owned by the City, having been platted with the Carlsen Tracts in September 2003. It is used solely as a swale to collect stormwater from E. Neider Avenue and the Costco lot. Costco uses the swale pursuant to a lease agreement with the City which was entered into on September 19, 2003, with a term of twenty (20) years. The parties originally contemplated an eventual exchange of property so that Costco would own this area. However, an exchange of real property for real property could not be accomplished because Costco could not obtain acceptable property to exchange. In 2022, Costco approached the City about acquiring ownership of the area as the lease was due to expire in September 2023. The City determined that Costco’s acquisition of the area would assist it in the acquisition of the real property needed for the police department expansion. An appraisal was obtained by Costco in January 2023 and determined the value of the area to be \$30,000.00. (*See* attached excerpt, full appraisal (60 pages) will be provided upon request.)

Pursuant to Idaho Code § 50-1402, when a city desires to exchange real property, council must first declare the value or minimum price it intends to receive. An appraisal is not required, but, as noted above, an appraisal has been obtained. Council must declare the value or minimum price on the record at a council meeting. Thereafter, the city clerk must publish a summary of the action taken by council and set a public hearing at least fourteen (14) days later. After the public hearing, council may exchange the property. Council declared the value of the property to be \$30,000.00 at its regularly scheduled meeting on September 19, 2023. The Council’s intent to exchange was duly published in the newspaper. The Legal Department has reviewed the transaction and believes that it meets the requirements of Idaho Code.

**FINANCIAL ANALYSIS:** If Council proceeds with the exchange, the City will receive a perpetual easement for the property for its continued use as a stormwater swale and \$30,000.00 from Costco.

**PERFORMANCE ANALYSIS:** The area in question has no value to the City other than as a stormwater swale for purposes of the collection of stormwater from E. Neider Avenue. The exchange with Costco will preserve this use in perpetuity and consummate the original purpose of the parties to vest ownership of the area in Costco.

**DECISION POINT/RECOMMENDATION:** Council should approve the exchange of the fee interest in the property for a perpetual easement and \$30,000.00, and authorize the Mayor and the Clerk to sign the required documents consummating the exchange.



## CONCLUSION – OVERALL LARGER PARCEL SITE

After adjustments, the land sales range from \$3.37/SF to \$10.29/SF with an average indication of \$5.63/SF. Land Sale 1 is a high indicator because the buyer had a national tenant in tow and this site is directly anchored by a grocery store. Land Sales 2 and 7 also have higher than appropriate adjusted value rates due to superior corner exposure (Land Sale 2) and direct Interstate 90 frontage (Land Sale 7). Excluding Pending Land Sale 1 and Land Sales 2 and 7, the range narrows from \$3.37/SF to \$5.29/SF with an average indication of \$4.16/SF.

Placing most weight on these sales, Land Sales 3, 4, 5, 6, and 8, and recognizing the subject larger parcel site would be in high demand if offered for sale due to its good location near N Government Way within a neighborhood with limited alternative sites for development, we conclude a land value rate at the upper end of the indicated range set by Land Sales 3, 4, 5, 6, and 8, or between \$4.50/SF to \$5.00/SF, is most strongly supported for the subject site. Applying this value rate range to the entire larger parcel area, we conclude the market value of the entire site as follows:

<b>CONCLUDED ENTIRE PRIMARY COSTCO SITE VALUE</b>				
\$ PSF		Subject SF	=	Total
\$4.50	x	621,660	=	\$2,797,470
\$5.00	x	621,660	=	\$3,108,300
<b>Indicated Value, Rounded:</b>				<b>\$2,950,000</b>
(Rounded \$ PSF)				\$4.79
Compiled by CBRE				

## VALUE CONCLUSION – SUBJECT SWALE SITE

The respective subject swale land value allocation, calculated by applying the concluded value rate range is concluded as follows:

<b>SWALE LAND VALUE ALLOCATION</b>				
\$ PSF		Subject SF	=	Total
\$4.50	x	6,288	=	\$28,296
\$5.50	x	6,288	=	\$34,584
<b>Indicated Value, Rounded:</b>				<b>\$30,000</b>
(Rounded \$ PSF)				\$4.77
Compiled by CBRE				

## Reconciliation of Value

Based on the foregoing, the market value of the subject 6,288-SF swale site has been concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is - Land	Fee Simple Estate	December 16, 2022	\$30,000
Compiled by CBRE			

RESOLUTION NO. 23-078

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH COSTCO WHOLESALE CORPORATION ("COSTCO") AUTHORIZING THE EXCHANGE OF A FEE INTEREST IN A PARCEL OF LAND OWNED BY THE CITY SIX THOUSAND TWO HUNDRED EIGHT-EIGHT (6,288) SQUARE FEET IN SIZE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, LOCATED SOUTH AND EAST OF, AND ABUTTING, LOT 1, BLOCK 1, CARLSEN TRACTS, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS MORE FULLY DESCRIBED IN THE EXHIBIT "A" HERETO, FOR A PERPETUAL EASEMENT IN SAID PARCEL GRANTED BY COSTCO IN FAVOR OF THE CITY TOGETHER WITH THE VALUE OF THE FEE INTEREST IN THE PARCEL IN THE AMOUNT OF THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

WHEREAS, on September 19, 2023, at a regularly scheduled City Council meeting, in Resolution No. 23-071, the Mayor and City Council of the City of Coeur d'Alene expressed their intention to exchange a fee interest in a parcel of land owned by the City to Costco for a perpetual easement in said parcel granted by Costco to the City, declared the value of the fee interest in the parcel to be thirty thousand and no/100 dollars (\$30,000.00) in accordance with a duly obtained appraisal of the parcel, and scheduled a public hearing for October 17, 2023, on such proposal, all as provided by Idaho Code § 50-1403; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to exchange its fee interest in a parcel of land six thousand two hundred eighty-eight (6,288) square feet in size to Costco Wholesale Corporation for a perpetual easement in the same parcel of land, together with a payment by Costco Wholesale Corporation to the City in the amount of thirty thousand and no/100 dollars (\$30,000.00).

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the City enter into an agreement with Costco Wholesale Corporation, attached hereto as Exhibit "1," for the exchange its fee interest in a parcel of land six thousand two hundred eighty-eight (6,288) square for a perpetual easement in the same parcel of land, attached hereto as Exhibit "2," together with a payment by Costco Wholesale Corporation to the City in the amount of thirty thousand and no/100 dollars (\$30,000.00) and by this reference incorporated herein, is hereby approved with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the terms and conditions of said agreement and easement to the extent that substantive provisions of the terms and conditions of those documents remain intact.



BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the agreement, easement, deed, and any and all other documents necessary to complete the property exchange on behalf of the City.

DATED this 17<sup>th</sup> day of October, 2023.

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James Hammond, Mayor

ATTEST:

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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 \_\_\_\_\_.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between Costco Wholesale Corporation (the “Buyer”), and the City of Coeur d’Alene, Idaho (the “Seller”).

### 1. Purchase and Sale.

a. The Seller agrees to sell and the Buyer agrees to purchase real property located in the County of Kootenai, State of Idaho, comprised of six thousand two hundred eight-eight (6,288) square feet in a portion of the Northwest Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, the (“Real Property”), located south and east of, and abutting, Lot 1, Block 1, Carlsen Tracts, more particularly described as follows:

[LEGAL DESCRIPTION]

hereinafter referred to as the “Property,” including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anyway appertaining to the property herein described.

### 2. Purchase Price.

a. **Purchase Price.** The purchase price for the Property is Thirty Thousand and no/100 dollars (\$30,000.00). The Purchase Price shall be payable as follows:

At closing, the Buyer shall pay to the Seller Thirty Thousand and no/100 dollars (\$30,000.00).

3. **Buyer’s Conditions.** All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by the Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

a. **Condition of Title.** Title to the Property shall be conveyed by Warranty Deed in the form attached hereto as Exhibit “1” (“Deed”) and shall be free and clear of all liens, easements or encumbrances caused or suffered by the Seller or anyone claiming by or through the Seller except (i) the lien for taxes not yet due and payable and (ii) those liens, encumbrances, easements, assessments, restrictions, and tenancies of record or that are reasonably obvious from a physical inspection of the Property.

b. **Commitment for Title Insurance.** The Buyer approves the Commitment for Title Insurance (“Commitment”) issued by Kootenai Title (“Title Company”), covering the Property. Prior to closing, the Seller shall deliver to the Buyer a commitment for a standard owner’s policy of title insurance (“Title Commitment”). Upon receipt, the Buyer has five (5) days or until closing, whichever occurs first, to review and object, in writing with notice to the Seller, to an exception on the Title Commitment. If the Seller is unwilling or unable to remove an exception to which the Buyer objects by closing,

the Buyer shall have the right to terminate this Agreement, and each party thereafter shall be released and discharged from any further obligation under this Agreement. At closing, the Seller shall purchase and provide the Buyer with a standard coverage owner's policy of title insurance from the Title Company ("**Title Policy**") in the full amount of the Purchase Price insuring that fee simple title is vested in the Buyer subject only to the exceptions shown on the Title Commitment approved by the Buyer.

**4. Closing.**

a. Closing shall occur on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2023, unless otherwise agreed to in writing by the parties ("**Closing Date**").

b. On or before the Closing Date, the Seller shall deposit with Closing Agent a duly executed and acknowledged Deed conveying the Property to the Buyer.

**5. Seller's Representations and Warranties.** The Seller represents and warrants to the Buyer, as of the Effective Date and as of the Closing Date, to the Seller's actual knowledge, the following:

a. **Seller's Authority.** The Seller has full power and authority to execute this Agreement and to perform the Seller's obligations hereunder.

b. **Non-foreign Status.** The Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code. Prior to the Closing Date, the Seller shall execute and deliver to the Closing Agent an affidavit in order to meet the Foreign Investment in Real Property Tax Act ("**FIRPTA**") requirements of I.R.C. § 1445.

c. **Hazardous Materials; Indemnity.** The Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined) having been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Property by any person or entity whatsoever during the period of the Seller's ownership in violation of any Environmental Laws. Furthermore, (1) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Property during the period of the Seller's ownership and (2) no notice of noncompliance with any Permit relating to the development or use of the Property during the period of the Seller's ownership has been issued.

d. **Judicial Proceedings; Condemnation.** There are no pending actions or judicial proceedings of any type which have been instituted or which are pending or threatened against the Property and the Seller has no actual knowledge of any facts or circumstances which could give rise to such action or judicial proceedings. The Seller has received no written notice of any existing, pending or threatened investigation or inquiry by any governmental authority with respect to any remedial obligations pertaining to the Property under any applicable federal, state or local laws, regulations or ordinances pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and

the Resource Conservation and Recovery Act of 1976. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Property, or the performance by the Seller of any of the Seller's obligations set forth in this Agreement.

e. **No Violation of Law.** Neither the Property nor the sale of the Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Property or the use occupancy or condition thereof.

f. **Title.** The Seller has good and marketable title to the Property free and clear of any defects or encumbrances done, made or suffered by the Seller except the lien of taxes and regular assessments, not yet due and payable, for the year of Closing and the Permitted Exceptions.

g. **Actual Knowledge.** For purposes of this Section 5, the Seller's actual knowledge means the actual knowledge of Seller on the Effective Date and the actual knowledge of the Seller on the Closing Date.

**6. Costs.** The Buyer and the Seller shall equally share all escrow fees and recording fees. The Seller shall pay the premium for the Title Policy. Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, the Buyer shall be deemed to have owned the Property for the entire Closing Date.

**7. Broker.** The Buyer represents and warrant that it has neither employed nor associated with any broker or agent in connection with this transaction. The Buyer and the Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefor by any broker or agent in connection with this transaction claiming through the indemnifying party.

**8. Miscellaneous.**

a. **Attorney's Fees.** In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of the Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorneys' fees incurred in connection with such litigation, including such costs and attorneys' fees on any appeal.

b. **Notices.** Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

BUYER: Costco Wholesale Corporation  
999 Lake Drive  
Issaquah, WA 98027  
Attn: John Ellingsen, Director of Real Estate

SELLER: City of Coeur d'Alene, Idaho  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814  
Attn: City Clerk

- c. **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.
- d. **Survival.** The entire Agreement shall survive closing.
- e. **Successors.** This Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.
- f. **Headings.** Section headings are for convenience only and shall not be deemed to not define, limit or construe the contents of any terms, consents or conditions in this Agreement.
- g. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.
- h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

EXECUTED as of the date first set forth above.

**BUYER:**

**Costco Wholesale Corporation**

By: \_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ (title)

**SELLER:**

**City of Coeur d'Alene, Idaho**

By: \_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

**EXHIBIT "1"**

Form of Warranty Deed

Recording Requested By and

When Recorded Return to:

[Closing Agent]

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**WARRANTY DEED**

This Warranty Deed is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Coeur d'Alene, whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho, ("Grantor"), and Costco Wholesale Corporation, whose address is 999 Lake Drive, Issaquah, Washington, ("Grantee").

Witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Kootenai, State of Idaho:

**See Exhibit A, attached hereto and incorporated herein.**

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("Premises").

To have and to hold, all and singular the above-described Premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors and assigns shall and will warrant and by these presents forever defend the Premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same. The foregoing warranties and obligations to defend are limited to the extent Grantor has title insurance coverage or is entitled to claim coverage by any predecessor in interest of Grantor, if any, and to the extent such claims and expenses are covered by such title insurance. In no event shall Grantor incur any liability to Grantee, or Grantee's successors or

assigns, for liabilities, costs or expenses not covered by title insurance, if any, or for amounts which exceed any such title insurance coverage, if any.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

**GRANTOR:**

**CITY OF COEUR D’ALENE, IDAHO**

By: \_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said state, personally appeared James Hammond and Renata McLeod, known or identified to me to be the persons whose names are subscribed to the foregoing instrument who are authorized to sign on behalf of the City of Coeur d’Alene, and acknowledged to me that the City of Coeur d’Alene, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

\*\*\*\*\*

ACCEPTED AND APPROVED by Costco Wholesale Corporation, Grantee, and hereunto subscribed by its \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, 2023.

COSTCO WHOLESALE CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ (title)

STATE OF \_\_\_\_\_ )  
)ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that said Costco Wholesale Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT "A"**

Including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anywise appertaining to the property herein described.

RECORD AND RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STORMWATER EASEMENT AGREEMENT**

THIS STORMWATER EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF COEUR D’ALENE, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho (hereinafter referred to as the “**CITY**”) and COSTCO WHOLESALE CORPORATION, a Washington company (hereinafter referred to as “**COSTCO**”). The CITY and COSTCO are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

WHEREAS, COSTCO acquired from the CITY certain property located along the north side of E. Neider Avenue between N. 4<sup>th</sup> Street. and N. 2<sup>nd</sup> Street in the City of Coeur d’Alene, Kootenai County, Idaho, legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “**Property**”); and

WHEREAS, prior to COSTCO’s acquisition of the Property, the CITY leased the Property to COSTCO pursuant to that certain Lease Agreement dated September 19, 2003 (the “**Lease Agreement**”). The Parties agreed under the Lease Agreement to allow stormwater from E. Neider Avenue to drain unto the Property, which constituted as a swale and which also contained certain stormwater infrastructure thereon installed and owned by the City (the “**City Stormwater Improvements**”); and

WHEREAS, the Parties desire to enter into this Agreement to permit the continued drainage in a manner consistent with the Parties’ prior dealings of stormwater from E. Neider Avenue to the Property and for the maintenance of a swale on the Property which will be to the mutual benefit of the Parties.

**EASEMENT AGREEMENT**

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

1. Grant of Stormwater Easement. COSTCO hereby grants to the CITY a nonexclusive perpetual easement (the “**Stormwater Easement**”) on, over, and across the portion of the Property where the City Stormwater Improvements are located and that is legally described in Exhibit B-1 and depicted on Exhibit B-2 (the “**Stormwater Easement Area**”), for the purposes of (i) the City’s operation and maintenance of the City Stormwater Improvements, and (ii) the collection and transmission of stormwater from E. Neider Avenue unto the Property through the City Stormwater Improvements. Notwithstanding the foregoing, COSTCO retains the right to relocate the Stormwater Easement Area and City Stormwater Improvements at its sole discretion so long as such relocation does not materially and adversely affect stormwater drainage from E. Neider unto the Property. COSTCO and the CITY shall cooperate in good faith in connection with such relocation and, at COSTCO’s request, the Parties will prepare and record an amendment to this Agreement denoting the as-installed or as-built location of such relocated stormwater utilities.

2. Maintenance of Stormwater Easement. CITY shall be responsible for the upkeep and maintenance of the City Stormwater Improvements installed under the Stormwater Easement. Such upkeep and maintenance shall be consistent with prudent maintenance standards, and such upkeep and maintenance shall be conducted from time to time as reasonably necessary. The Stormwater Easement shall include access easements as reasonably necessary for the CITY’s maintenance and repair of the City Stormwater Improvements; provided, however that the CITY shall not enter upon the Property without prior written notice to COSTCO, except in the case of an emergency whereby in such case prior written notice shall not be required so long as the CITY provides COSTCO with such notice promptly following the CITY’s entry on, upon, or within the Stormwater Easement Area. All such access and related maintenance activities shall be performed so as not to unreasonably interfere with the use and operation of COSTCO’s Property. In the event the CITY fails to maintain the City Stormwater Improvements as set forth herein, COSTCO shall provide written notice to the CITY of such failure. If the CITY fails to perform such maintenance within thirty (30) days thereafter, then COSTCO shall have the right to perform such maintenance and the CITY shall pay to COSTCO its costs and expenses incurred thereto within thirty (30) days after receipt of written invoice from COSTCO. Notwithstanding the foregoing time limitation, in the event of an emergency, COSTCO shall have the right to perform such maintenance without delivering prior written notice to the CITY, but COSTCO shall provide notice promptly after performing any maintenance work. If COSTCO so performs any such work, the CITY shall reimburse COSTCO for all actual out-of-pocket costs incurred by COSTCO in connection with performing such work within thirty (30) days following COSTCO’s written demand therefor.

3. Binding Effect. The covenants contained in this Agreement are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

4. Notices. All notices or other communications to be given under this Agreement shall be in writing and shall be deemed delivered on the date of delivery to the following addresses:

COSTCO: Costco Wholesale Corporation  
999 Lake Drive  
Issaquah, WA 98027  
Attn: John Shaw

Email: [johnshaw@costco.com](mailto:johnshaw@costco.com)

and to: Foster Garvey PC  
1111 Third Avenue, Suite 3000  
Seattle, WA 98101  
Attention: Bryan Helfer  
Email: [bryan.helfer@foster.com](mailto:bryan.helfer@foster.com)

CITY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Enforcement Costs. The Parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of any Party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the substantially prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

7. Final and Complete Expression; Amendment. This Agreement supersedes, amends, restates and replaces the Easement in its entirety. This Agreement constitutes the final and complete expression of the Parties with respect to the transactions contemplated herein. This Agreement may not be modified, amended, altered, superseded or terminated except by an agreement in writing signed by the Parties, or their successors and assigns.

8. Counterparts. This Agreement may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures Follow.]





## Exhibit A

### Legal Description of the Property

The Land referred to herein below is situated in the County of Kootenai, State of Idaho, and is described as follows:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 1; THENCE SOUTH 89°23'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 1, 828.54 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF NEIDER AVENUE AND A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, THE RADIUS POINT OF WHICH BEARSSOUTH 25°05'40" EAST, A DISTANCE OF 566.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°40'21", AN ARC DISTANCE OF 26.40 FEET AND A LONG CHORD THAT BEARS SOUTH 63°34'10" WEST, 26.40 FEET TO A POINT 12.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 1 ANDTHE POINT OF BEGINNING;

THENCE NORTH 89°23'39" WEST, PARALLEL WITH SAID NORTH LINE, 145.62 FEET TO THE EAST LINE OF THAT PART OF 2ND STREET VACATED BY ORDINANCE #3132 AND RECORDED AS INSTRUMENT #1823350, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 00°02'33" WEST, ALONG SAID EAST LINE, 87.97 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF NEIDER AVENUE;

THENCE NORTH 59°01'04" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 137.64 FEET TOTHE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, THE RADIUS POINT OF WHICH BEARSSOUTH 30°58'56" EAST, A DISTANCE OF 566.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AND NORTHWESTERLY RIGHT OF WAY LINE OF NEIDER AVENUE, THROUGH A CENTRAL ANGLE OF 03°12'55", AN ARC DISTANCE OF 31.76 FEET AND A LONG CHORD THAT BEARS NORTH 60°37'31" EAST, 31.76 FEET TO THE POINT OF BEGINNING.

**Exhibit B-1**

Legal Description of Stormwater Easement Area

[To be inserted]



**Exhibit B-2**

Map Depiction of Stormwater Easement Area

[To be inserted]

## EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho, hereinafter referred to as the "CITY," and COSTCO WHOLESALE CORPORATION, a Washington company, hereinafter referred to as "COSTCO."

WHEREAS, COSTCO is purchasing certain property from the CITY, located along the north side of E. Neider Avenue between N. 4<sup>th</sup> Street. and N. 2<sup>nd</sup> Street in the City of Coeur d'Alene, Kootenai County, Idaho, with a legal description of \_\_\_\_\_, in Section 1, Township 50 N, Range 4 W, B.M., hereinafter referred to as the "Property;" and

WHEREAS, for many years, stormwater has drained to the Property from E. Neider Avenue, which is constituted as a swale and which contains stormwater infrastructure; and

WHEREAS, the parties desire to enter into an agreement for the continued drainage of stormwater from E. Neider Avenue to the Property and for the maintenance of a swale on the Property which will be to the mutual benefit the parties.

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

1. COSTCO hereby grants to the CITY a perpetual easement on the Property for the purpose of accommodating stormwater from E. Neider Avenue, as shown on the Swale Location Map attached hereto as Exhibit "A."

2. The easement shall run with the land and bind the parties' successors and heirs, and shall not be revoked except by mutual agreement.

3. COSTCO shall maintain the easement in accordance with sound engineering principles and CITY standards, and at its sole cost and expense.

5. COSTCO does hereby agree to save, hold harmless, and indemnify the CITY from any and all liability, loss, or damage that may arise from its actions related to the maintenance of the swale which is described herein, excepting only such liability, loss, or damage caused by the actions of the CITY, its agents, employees, or anyone acting by, for, or through it.

