

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

**AGENDA**

**VISION STATEMENT**

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

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

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

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

**October 20, 2020: 6:00 p.m.**

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

**B. INVOCATION:** Pastor Mike Slothower with River of Life Friends

**C. PLEDGE OF ALLEGIANCE:**

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

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

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

**F. PRESENTATIONS:**

1. Presentation to Officer Knisley in honor of Pecco's retirement
2. PROCLAMATION: Safe Sleep Awareness Month – October 2020

**Accepted by: Liz Montgomery, Executive Director Northwest Infant Survival and SIDS Alliance**

3. Coeur Housing Code Update

**Presented by: Mike Behary, Associate Planner**

**G. ANNOUNCEMENTS:**

1. **City Council**
2. **Mayor Appointments** – Zoey Hart, Student Representative, and Sienna Hepworth, Alternate Student Representative, *Arts Commission*; Alison Cranney, Student Representative, and Eleanor Walsh, Alternate Student Representative, *Library Board*; Joseph Morrison, Student Representative, and Zoe Gephart, Alternate Student Representative, *CDA TV Committee*; Madeline Heaton, Student Representative, and Emma Keith, Alternate Student Representative, *Childcare Commission*; Max Bazler, Student Representative, and Owen Hughes, Alternate Student Representative, *Pedestrian & Bicycle Advisory Committee*; Eleanor Tenbrink, Student Representative, and Theodore Schultz, Alternate Student Representative, *Parks & Recreation Commission*.

**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 October 6, 2020 Council Meeting, and October 7, 2020 Continued Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for October 12, 2020 Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, October 26, 2020 at 12:00 noon.
6. Setting of public hearings for November 3, 2020
  - a. Quasi-judicial - ZC-2-20 - A proposed zone change from R-12 to C-17; at 217 W. Cardwell Drive- Applicant: Thomas Fisher
7. Setting of public hearings for November 17, 2020
  - a. Quasi-judicial – A-1-20 - A proposed 7.69-acre annexation from County Agricultural to City R-8; at 7278 Atlas Road - Applicant: Harmony Homes, LLC
  - b. Legislative – V-20-04 - Vacation of a portion of 4<sup>th</sup> Street right-of-way adjoining the westerly boundary of Lots 9-14 of the Simms Addition to the City of Coeur d'Alene.

8. Approval of:
  - a. SS-9-09 Gilbert Townhome Condominium
  - b. S-3-19 Atlas Waterfront First Addition

**As Recommended by the City Engineer**

9. **Resolution No. 20-056 -**

- a. Acceptance of a Quitclaim Deed from the Idaho Department of Transportation for property located on Atlas Road, north of I-90

**As Recommended by the Water Superintendent**

- b. Approval of the waiver of covered load regulations from November 12, 2020 through December 4, 2020 for the annual City Leaf Pick Up program.

**As Recommended by the Streets and Engineer Superintendent**

- c. Approval of an Agreement with Kootenai County for Public Transportation for fiscal year 2020-21.

- d. Agreement for Professional Engineering Services with J-U-B Engineers, Inc. for the 2020/2021 Wastewater Collection System Capital Improvement Projects.

**As Recommended by the General Services/Public Works Committee**

**I. GENERAL SERVICES/PUBLIC WORKS:**

1. **Resolution No. 20-057 -** Approval of a Contract with Harrison Dock Builders for the Third Street Boat Launch Replacement Project

**Staff Report by: Bill Greenwood, Parks Director**

2. **Resolution No. 20-058 -** Approval of a Contract with Simco Development Group, LLC. for construction of the Lakeview Heights Water Main Extension.

**Staff Report by Kyle Marine, Assistant Water Superintendent**

**J. OTHER BUSINESS:**

1. Grant award recommendation and request for approval to enter into contract negotiations with CDAIDE for the subsistence payments program using CDBG-CV funds and to direct staff to create a City Utility Subsistence Payment Program using CDBG-CV Funds.

**Staff Report by Chelsea Nesbit, CDBG Specialist**

**K. PUBLIC HEARING:**

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

1. Legislative) CDBG 2019 Consolidated Annual Performance Evaluation Report (CAPER) and a substantial amendment to the 2019 Annual Action for the CDBG-CV3 funds in the amount of \$247,124.

**Staff Report by: Chelsea Nesbit, CDBG Community Development Specialist**

2. (Quasi-judicial) - ZC-4-20 - A proposed zone change for 3520 N. 15TH Street from R-8 to R-17; Applicant: Northwest Solutions Investment Group.

**Staff Report by: Mike Behary, Associate Planner**

- a. **Council Bill No. 20-1017** – Approving ZC-4-20; changing the zoning of property located at 3520 N. 15<sup>th</sup> Street; from R-8 to R-17.
3. (Quasi-judicial) - ZC-5-20 - A proposed zone change of 2926 N. Howard Street from MH-8 to R-17; Applicant: Howard, LLC

**Staff Report by: Tami Stroud, Associate Planner**

- a. **Council Bill No. 20-1018** – Approving ZC-5-20; changing the zoning of property located at 2926 N. Howard Street; from MH-8 to R-17.

**L. ADJOURNMENT**



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 20, 2020*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# PRESENTATIONS

# Certificate of Appreciation

Awarded to

**Police K9 Pecco**

**and his Handler, Officer Amy Knisley**

in recognition of over six years of extraordinary law enforcement service to the citizens of Coeur d'Alene.

Heroes don't always wear capes — Pecco always caught the bad guys.



City of  
**Coeur d'Alene**  
IDAHO

**God Bless the Peacemakers**

Dated this 20th day of October, 2020.

\_\_\_\_\_  
Steve Widmyer, Mayor

PROCLAMATION

WHEREAS, *Sudden Unexpected Infant Deaths (SUID) is the sudden and unexpected death of an infant, birth to age 1 year, in which the manner and cause of death are not immediately obvious prior to investigation; and*

WHEREAS *Sudden Infant Death Syndrome (SIDS) is a subset of SUID and remains the number one cause of infant death between the age of 28 days of life to 1 year; and*

WHEREAS, *the tragedy of SUID can happen to any family, regardless of race, ethnicity or economic group; and*

WHEREAS, *evidence based research has proven that when babies are placed in a crib alone; in the parents' room; on their backs; on a firm crib mattress with a fitted crib sheet; using no crib bumper pads, pillows, blankets, quilts, or stuffed animals and toys, in a smoke-free environment, they will sleep safest and reduce the risk of SIDS and prevent many other infant sleep related deaths; and*

WHEREAS, *Northwest Infant Survival and SIDS Alliance is a statewide not for profit organization headquartered in Coeur d'Alene; dedicated to providing infant safe sleep education, bereavement support services, and creating community awareness around preventing sleep related infant deaths; and*

WHEREAS, *during the month of October, Northwest Infant Survival and SIDS Alliance will hold special events including "Run for the Angels" on Sunday, October 11<sup>th</sup> at McEuen Park and distribution of safe infant sleep educational pamphlets, cribs and wearable blankets to families in need, therefore providing the best opportunity for all babies in Idaho to survive and thrive; and*

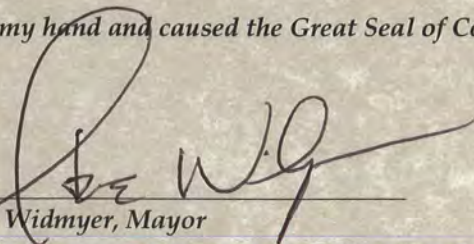
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of October, 2020 as

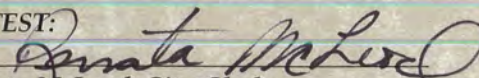
**"SAFE INFANT SLEEP AWARENESS MONTH"**

*In Coeur d'Alene, Idaho in order to raise awareness about preventing sleep related infant deaths and to encourage safe infant sleep practices so that no parent will have to endure the tragedy of the death of a baby.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this October 20th, 2020.



  
Steve Widmyer, Mayor

ATTEST:  
  
Renata McLeod, City Clerk



# ***Coeur Housing Code Update***



City of  
**Coeur d'Alene**  
IDAHO

***October 20, 2020***

## **Coeur Housing: Update**

# **Coeur Housing**

### **Mission Statement**

To create a new Infill Housing code that will allow additional housing units that are quality in design, in areas of the city that are appropriate.



Coeur d'Alene  
IDAHO

# Coeur Housing: Update

## History of CDA Infill Housing Codes:

Cluster Housing: 1988 – 2007

Pocket Housing: 2007 – 2017

*ADU Code Development: 2019*

*Missing Middle Housing Forum: August 2019*

*ADU Code Adopted: September 2019*

*Coeur Housing Code Development: 2020*

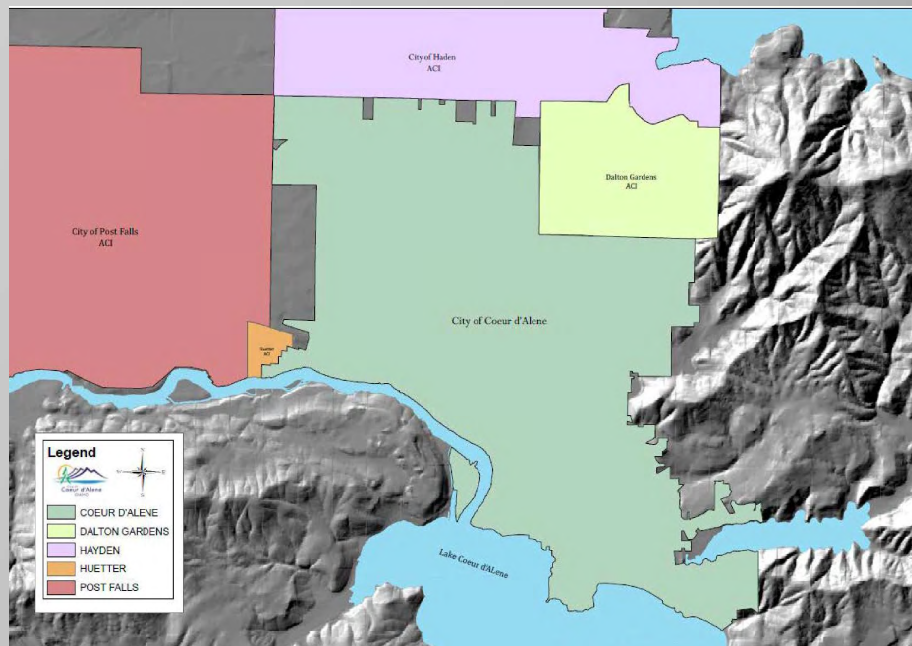
Coeur Housing: 2021 – 2035

*Estimated Code viability = 15 years*



# Coeur Housing: Update

## Surrounding Conditions:



# Coeur Housing: Update

## Population

Census Data				KMPO Projections		
1980	1990	2000	2010	2020	2035	2040
19,913	24,563	34,514	44,137	51,849	75,081	84,943

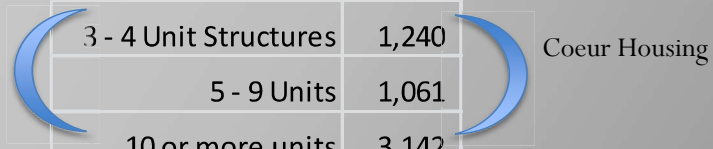


# Coeur Housing: Update



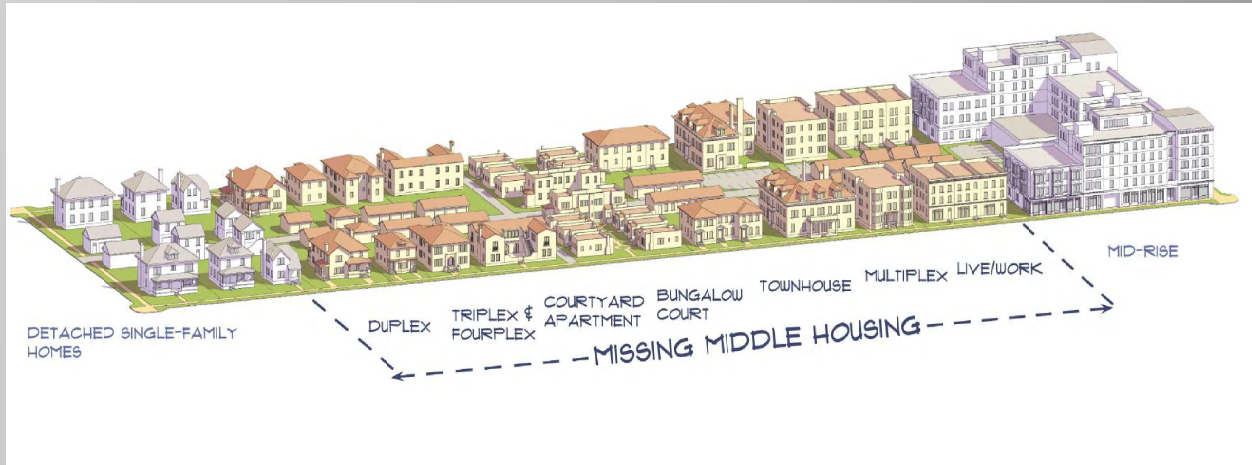
## 2018 Housing Characteristics

Total Housing Units 21,854	
Single Family	14,478
Duplex	1,025
3 - 4 Unit Structures	1,240
5 - 9 Units	1,061
10 or more units	3,142
Mobile Homes	908
<b>Total</b>	<b>21,854</b>



## Coeur Housing: Update

Missing Middle Housing =  
basis of Coeur Housing



## Coeur Housing: Update

Previous examples under pocket housing:



## Coeur Housing: Update

Previous examples under pocket housing:



## Coeur Housing: Update

Previous examples under pocket housing:



## Coeur Housing: Update

### Missing Middle Housing (MMH) Forum - NIC:

#### Recap/Takeaways From Forum:

- ✓ There is a need for Infill/Missing Middle Housing in the City.
- ✓ Not all neighborhoods should be designated for infill development.
  - ensure that established neighborhoods won't be negatively impacted.
- ✓ Design of units is very important (Good Quality of Design).
- ✓ Density should decrease as you move away from the downtown core.
- ✓ Allow for a variety of housing types.
- ✓ Various densities and styles within residential neighborhoods.
- ✓ The units should be house-scale if they are in a residential neighborhood.

## Coeur Housing: Update

### Planning Principles for Livability and Walkability:

- Livability focuses on place making, which involves the design of public spaces to encourage public gatherings and engagement.
- Walkability is vital in the livability aspect of a city.
- A five-minute walking distance (~900 feet) is the radius a person would likely walk as a primary means of transportation for frequent trips.

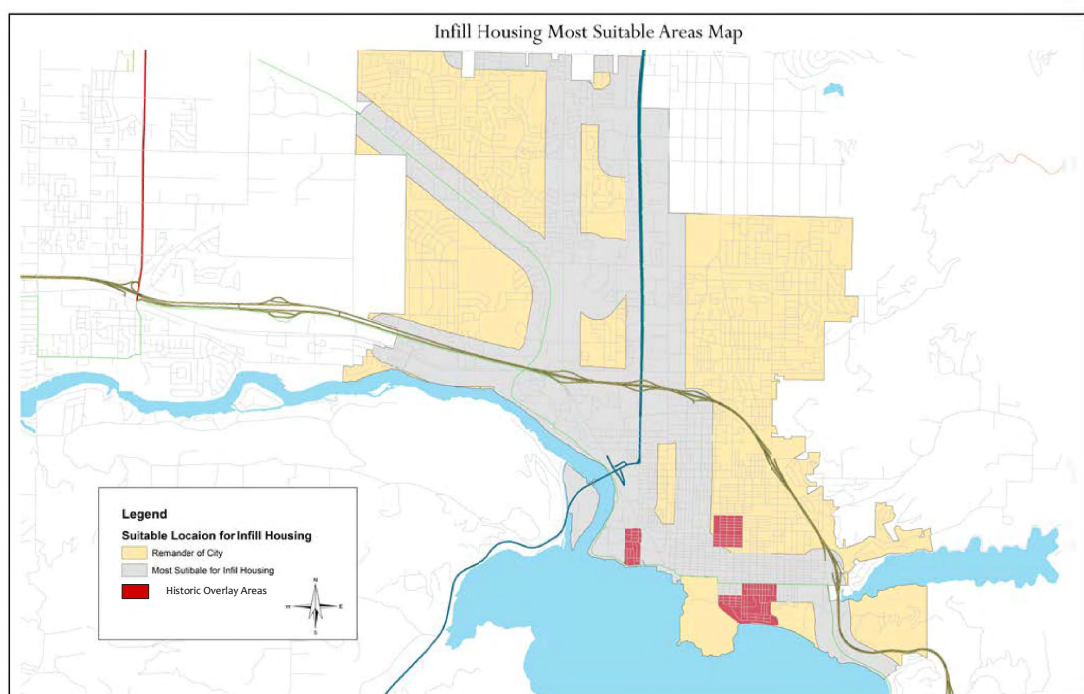
# Coeur Housing: Update

## Best Practices - Infill Housing Suitability Criterion

- Preserve and protect existing historic single-family neighborhoods.
- Quality design of the infill housing units increases the livability aspect.
- Infill Housing proximity principles:
  - Located within 900 feet of pedestrian and bike trails.
  - Located in close proximity to public transportation routes and should be located within 900 feet of these routes.
  - Located at least 900 feet from employment centers and commercial nodes.
- Infill housing should allow for densities decreasing as you move away from the downtown core. (*Transect Map*)



# Coeur Housing: Update



# Coeur Housing: Update



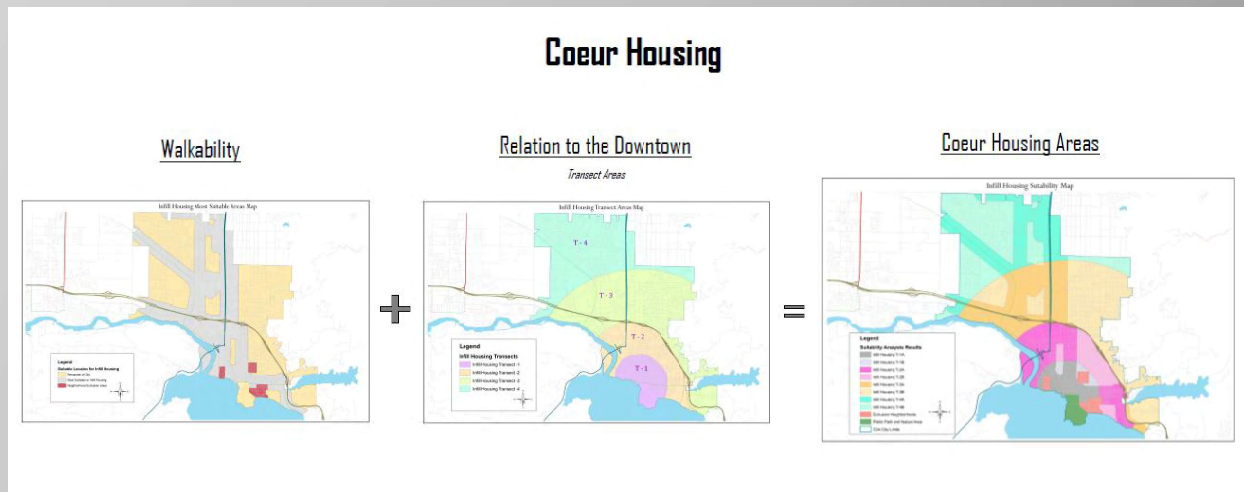
# Coeur Housing: Update

## Coeur Housing – Transect





# Coeur Housing: Update



# Coeur Housing: Update

## Coeur Housing Committee Members:

- Kevin Jester – Architects West (Architect)
- Shauna Clark – First Light Properties (Builder & Designer)
- Josh Suhr – CDA Association of Realtors (Realtor)
- Jef Lemmon – JL Design Build Group (Architect/Builder/Design Review Commissioner)
- Dennis Cunningham – Activewest Builders (Developer/Builder)
- James Caper – Habitat for Humanity of North Idaho (Executive Director)
- Chad Oakland – Northwest Realty Group (Relator/Builder/Developer)
- Greta Snodgrass – Tomlinson Sotheby's International Realty (Realtor/Design Review Commissioner)
- Rob Orth – Tomlinson Sotheby's International Realty (Broker/Realtor)
- Tom Messina – City of Coeur d'Alene (Planning Commissioner/Design Review Commissioner)
- Woody McEvers - City of Coeur d'Alene (Council Member)
- Nick Granier – North Idaho College (Marketing Director/Developer)
- Nicole Kahler – CDA 2030 (Executive Director)



## Coeur Housing: Update

### Coeur Housing Committee Discussion- Overview:

1. Naming/Branding of the new infill Code - [Completed](#)
2. Where? Protect some existing single family residential neighborhoods? - [Completed](#)
3. Transect Planning Area - [Completed](#)
4. Livability and Walkability Infill Housing Best Practices - [Completed](#)
5. Housing Types & Unit Counts? - [Completed](#)
6. What is the appropriate Building height? - [Completed](#)
7. 2nd / 3rd Story Stepback? - [Completed](#)
8. Lot Size to allow for Infill Housing: Minimum and Maximums? - [Completed](#)



## Coeur Housing: Update

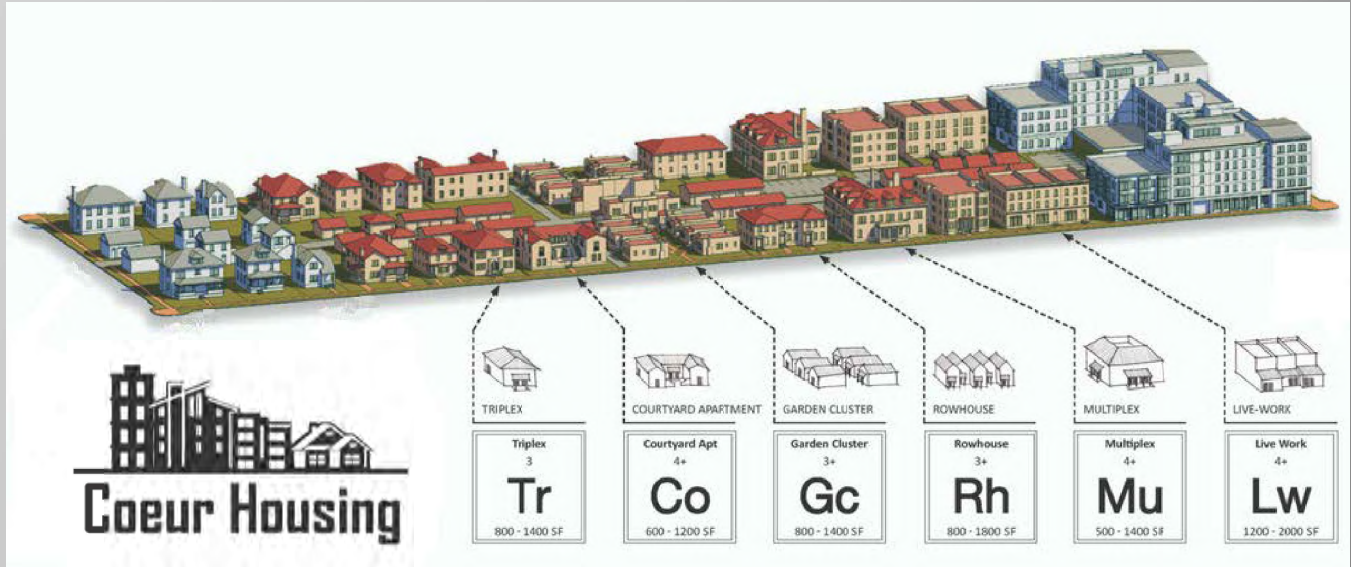
### Coeur Housing Committee Discussion - Overview: ...Continued

9. Parking Requirements and Size of Parking Spaces? - [Completed](#)
10. Design Standards / Form Based Codes? – [Completed](#)
11. What are the appropriate Setbacks? - [Completed](#)
12. Lot Coverage / Open Space? - [Completed](#)
13. Coeur Housing Unit Size: *Square foot Minimum?* – *Maximum?* - [Completed](#)
14. Number of Units *per Coeur Housing type?* - [Completed](#)
15. Lot sizes per Coeur Housing type: *Minimum?* – *Maximum?* - [Completed](#)
16. Should a Survey be required? - [Completed](#)



# Coeur Housing: Update

## Coeur Housing Types



# Coeur Housing: Update

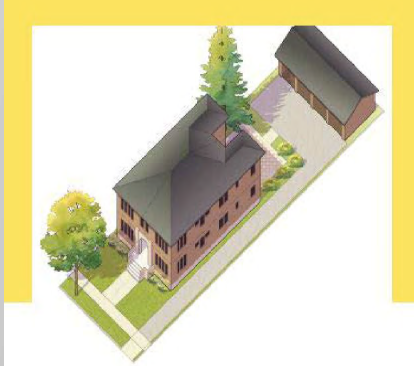
## Coeur Housing Types

- *Tri-plex*
- *Four-plex*
- *Cottage Court*
- *Tiny House Court*
- *Courtyard Apartment*
- *Townhouse*
- *Live/Work*
- *Multi-Plex: Small*
- *Multi-Plex: Large*



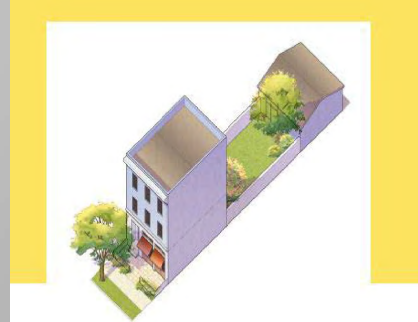
# Coeur Housing: Update

## Coeur Housing Types



**Tri-Plex & Four Plex**

3-4 units



**Live/Work**

1 unit

# Coeur Housing: Update

## Coeur Housing Types



**Cottage Court**

Units: 3-16



**Courtyard Building**

Units: 7-20

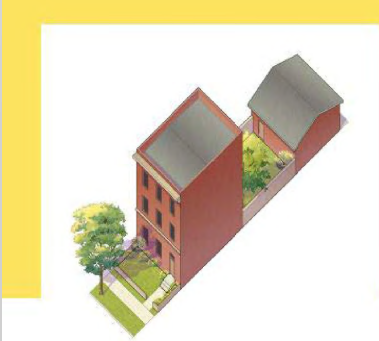


**Tiny House Court**

Units: 4-16

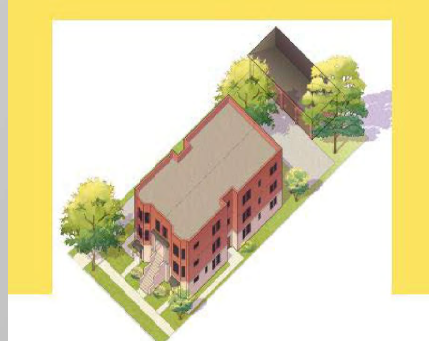
## Coeur Housing: Update

### Coeur Housing Types



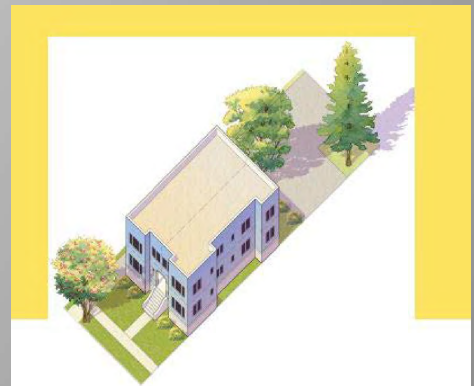
**Townhouse**

1 unit



**Multiplex  
Large**

Units: 11-20



**Multiplex Small**

6-10 units

## Coeur Housing: Update

### Design Elements under consideration

- Change/Mix of Materials
- Roof Pitch Modulation
- Scale
- Massing/Modulation
- Landscaping
- Lighting
- Garbage/Trash Screening
- Garage Door Design
- Street Frontage Façade
- Dispersion Requirement
- Ground Level/Rooftop Equipment
- Town Home/Cottage Home Variation
- Ground Level Entrance/Front Porch
- Blank Wall Treatments

## Coeur Housing: Update

### Where have we been?

Infill Housing Committee Workshop -1: [February](#)

Infill Housing Committee Workshop -2: [June](#)

Infill Housing Committee Workshop -3: [July](#)

Infill Housing Committee Workshop -4: [August](#)

Infill Housing Committee Workshop -5: [October](#)

## Coeur Housing: Update

### Where are we going? Tentative Schedule

Staff Update City Council on Progress: [October](#)

*Staff begins to draft Coeur Housing Code: October*

Public Workshop - 6: [November](#)

*(Public Workshop with Coeur Housing Committee and Development Community)*

Coeur Housing Committee Workshop – 7 [December](#)

*(Coeur Housing Draft Code Review)*

Joint Workshop – 8 [January](#)

*(Joint Workshop with Coeur Housing Committee, Planning Commission, and City Council)*

Planning Commission Hearing: [February](#)

City Council Hearing: [March](#) **“Coeur Housing” Anticipated Adoption**

# Questions?



# ANNOUNCEMENTS



# Memo to Council

DATE: October 7, 2020

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the October 20th Council Meeting:

ZOEY HART	Student Representative (Reappointment)	Arts Commission
SIENNA HEPWORTH	Alt. Student Representative	Arts Commission
ALISON CRANNEY	Student Representative (Reappointment)	Library Board
ELEANOR WALSH	Alt. Student Representative	Library Board
JOSEPH MORRISON	Student Representative (Reappointment)	CDA TV Committee
ZOE GEPHART	Alt. Student Representative (Reappointment)	CDA TV Committee
MADELINE HEATON	Student Representative	Childcare Commission
EMMA KEITH	Alt. Student Representative	Childcare Commission
MAX BAZLER	Student Representative	Ped/Bike Committee
OWEN HUGHES	Alt. Student Representative	Ped/Bike Committee
ELEANOR TENBRINK	Student Representative	Parks & Recreation Com.
THEODORE SCHULTZ	Alt Student Representative	Parks & Recreation Com.

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

# CONSENT CALENDAR

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

October 6, 2020

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room October 6, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

**PUBLIC COMMENTS:**

Tonya Osterson, Coeur d'Alene, noted that she has lived here for 26 years, and that she has written letters to the FCC regarding Ramsey Road wireless facilities. She stated that she measured the pulse microwave radiations and it topped out at 8 MHZ. Additionally, their machine did not drop until they were 200 feet away. She believes Verizon is in violation of City's Ordinance and federal standards. She expressed concern regarding the residential buildings around the towers. Ms. Osterson believes that the electromagnetic pollution is causing chronic illnesses. She requested a new ordinance be put in place.

Mayor Widmyer noted that the City has received various comments in the past regarding wireless issues and noted that the City's Legal Department has deemed that the City Council does not have jurisdiction on this issue. Deputy City Attorney Randy Adams noted that generally this is not a city matter, as the City is limited to mostly aesthetics. Councilmember Gookin asked what the consequence is for violating the City's code. Mr. Adams noted it could be a remedy to seek an injunction.

Jim Cook, Coeur d'Alene, noted that he lives on East Coeur d'Alene Avenue and asked the Council to be transparent as to the plans for the location of the wireless transmitters. He noted that he talked with a surveyor for Avista to assess the condition of poles where the transmitters will be located, so that leads him to believe there is a plan that should be made available. He requested the Council convince the community of the safety of these items. He noted that a Wall

Street Journal article recently discussed that many cities are saying no to 5G. He encouraged the Council to take time and study the issue and be informative with the public.

Johnathan Jordan, Coeur d'Alene, noted that he has lived here for 16 years. He provided a copy of certain Idaho Code sections that refer to the armed military presence, such as what took place in Coeur d'Alene. He believes allowing people to be an armed presence within the city leads to unauthorized individuals upholding law and they should be charged with a felony. He believes that local leadership have only made statements to encourage these acts and he demands they denounce these groups and that community leadership should discourage vigilantism. Mayor Widmyer noted that he has not encouraged these groups. Mr. Jordan noted an article written by Craig Northrup in the Coeur d'Alene Press. The Mayor noted that the statement in the Press was that no laws were broken according to legal and law enforcement, which was not an encouragement of the activity and that they enforced laws that were on the books. He clarified that law enforcement closely monitored the situation. Mr. Jordan felt the laws have been cherry picked.

Jannette Laster, Coeur d'Alene, is the Executive Director of the Human Rights Education Institute, and noted that they have formed a business consortium and invited the Council and city staff to attend their first gathering. She expressed concern about protecting polling places based on social media feeds. Councilmember English stated that he does not think anyone has to worry about polling location, as he firmly believes the County election staff would seek back-up from law enforcement if needed.

#### **COUNCIL COMMENTS:**

Mayor Widmyer requested confirmation of the appointments of John Bruning, Denise Jeska, and Mike Fuller to the Pedestrian & Bicycle Advisory Committee, and Kim Torgerson to the Childcare Commission.

**DISCUSSION:** Councilmember

**MOTION:** Motion by English, seconded by Evans, to appoint John Bruning, Denise Jeska, and Mike Fuller to the Pedestrian & Bicycle Advisory Committee, and Kim Torgerson to the Childcare Commission. **Motion carried.**

#### **CONSENT CALENDAR:**

1. Approval of General Services/Public Works Subcommittee Minutes for the September 21, 2020.
2. Approval of Bills as Submitted.
3. Cemetery Lot Repurchase from Sandra Kay; Lot 7, Block 46, Section E of Forest Cemetery
4. Cemetery Lot Repurchase from Paulette Gaffney; Lots 16B, 16C, Block 39, Section G, Forest Cemetery
5. Approval of SS-20-09 – Cash Cow Place Final Plat
6. **Resolution No. 20-052 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING: THE**

DESTRUCTION OF TEMPORARY AND/OR SEMI-PERMANENT RECORDS FROM 1986-2014 FROM THE FIRE DEPARTMENT AND FROM 1998-2011 FROM THE MUNICIPAL SERVICES DEPARTMENT; EASEMENT AGREEMENTS WITH DAVID KNOLL AND CRESCENT FAMILY HOLDINGS IDAHO, LLC, FOR THE CONSTRUCTION OF A STORMWATER SWALE BETWEEN NEIDER AVENUE AND SEAL AVENUE; AND SURPLUS OF THE POLICE DEPARTMENT CANINE, PECCO, AND THE RESIDENTIAL KENNEL, HARNESSES, AND TOYS PURCHASED BY THE CITY AND TRANSFER OF OWNERSHIP OF PECCO TO THE HANDLER AMY KNISLEY.

**MOTION:** Motion by McEvers, seconded by Gookin, to approve the Consent Calendar as presented, including **Resolution No. 20-052**.

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

### **RESOLUTION NO. 20-053**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST, INC., FOR ARCHITECTURAL SERVICES FOR RENOVATIONS TO THE WASTEWATER COLLECTIONS BUILDING TO BE USED AS THE WASTEWATER TREATMENT OPERATIONS BUILDING AND DESIGN OF A NEW COLLECTIONS BUILDING AT THE COMPOST FACILITY.**

**STAFF REPORT:** Wastewater Project Coordinator Mike Becker explained that originally constructed in 1972, the existing Wastewater Treatment Operations Building (Building "A") was designed to facilitate a treatment plant one-fourth the size it is today (2019 Facilities Plan). AWTP operations have clearly outgrown this building. On June 18, 2019, the City executed a Professional Services Agreement (PSA) with Architect's West, Inc., (AW) for designing the renovations to Building "A." The work was scheduled for some time in FY 2020-2021. Because of the existing building's limited footprint, conceptually this meant essentially creating a 2-story building with an unfinished basement at an estimated cost of \$2.3 Million. Staff budgeted accordingly. Then COVID-19 occurred, pausing the progression of this project and giving staff an opportunity to consider other options. Staff concluded that building a new Sewer Collections Facility next to the Compost Facility and modifying the existing Collections Building (Building "B") to be used as the Wastewater Treatment Operations Building was a viable option. Under this option, Building "A" would be abandoned and slated for demolition at a later date. The new plan will likely cost about the same as the original plan, but would offer O&M savings and other long-term benefits to the City. Staff requested AW to provide its costs for the change in conditions and additional services required for the new plan. Therefore, staff is requesting an approval of an Addendum to the Professional Services Agreement with Architects West, Inc., for Design Improvements to the Collections Building for use as the Wastewater Treatment Operations Building, and design of a new Sewer Collections Building at the Compost Facility at an additional cost of \$29,587.

**DISCUSSION:** Councilmember McEvers asked for clarification of the function of the collection division. Mr. Becker noted that the collections crew maintains and services emergency calls on 222 miles of sewer pipe. They do need heated space for the apparatus vehicles for winter response and they are on call 24 hours. Councilmember Wood asked for clarification regarding the new project costs. Mr. Becker noted the original estimate was \$2.2 million and this new project would be approximately \$3,000 more. Mayor Widmyer noted that this appears to be a two-piece project with a remodel and a new building construction, and that this request is for the architectural portion. Mr. Becker confirmed there is a budgeted line item for a two-year project, so this additional cost will be added to the end of the project. Mayor Widmyer asked what the timeline is for the project. Mr. Becker clarified that the new building would come first, then the remodel and both projects should be completed by the end of next fiscal year.

**MOTION:** Motion by Gookin, seconded by McEvers, to approve **Resolution No. 20-053**, approving Amendment No. 1 to the agreement with Architects West., Inc. for design improvements for the Wastewater Treatment Operations building and a new sewer collections facility.

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

#### **RESOLUTION NO. 20-054**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REGULATIONS FOR THE ISSUANCE OF A TEMPORARY CHILDCARE LICENSE.**

**STAFF REPORT:** Deputy City Clerk Kelley Setters noted that at the September 21, 2020, Childcare Commission meeting, the Commission recommended approval of a temporary license program and an amendment to the Childcare Facility Ordinance related to outdoor play areas. This recommendation was based, in part, upon a survey conducted by the United Way Task Force (UWTF), in partnership with Idaho AEYC, which looked at options for the improvement of local systems in early education and care. One of the ideas resulting from this survey was that the City of Coeur d'Alene potentially could help facilities that have taken on extra children during the COVID-19 emergency by creating a temporary license similar to an existing State program. The temporary license would be valid until January 29, 2021. In conjunction with this temporary license, the City would not enforce the requirement for ten (10) hours of continuing education or the completion of the safe sleep course for school-aged childcare. All other requirements, including safety inspections, TB Tests, and background checks, would remain unchanged. While the sewer cap fee will not be collected for a temporary daycare use, it will be collected for permanent facilities. The Childcare Commission also determined that an amendment to the Municipal Code was needed to allow flexibility for the facility occupancy to exceed the playground occupancy outdoor play area. The current City code requires thirty-five (35) sq. ft. of interior space per child, while the outdoor play area requirement is seventy-five (75) sq. ft. per child. This requirement has become problematic during the pandemic as some

facilities are hard-pressed to find the large lots needed to accommodate the play area required for an increasing number of children needing childcare. Under the proposed code amendment, the provider would submit plans and/or schedules on how they will utilize playground shifts to ensure that all children are getting adequate outdoor time on the playground. The City Clerk or Designee would approve the plan to expedite the approval process. All facility safety inspections would remain the same. The current outdoor play area requirements limit the capacity of daycares in areas of town where lot sizes are smaller, such as the downtown area. In addition, the COVID-19 pandemic has placed pressures on daycares throughout the City by increasing the number of parents who require daycare for their children, especially during school schedule adjustments. Allowing children to use an outdoor play area in established shifts with adequate supervision is considered a reasonable means of addressing space limitations and the increasing need for childcare facilities. The temporary license is also a reasonable means of addressing the additional pressures caused by the pandemic.

**DISCUSSION:** Councilmember McEvers asked if the outdoor space was used during the winter. Ms. Setters confirmed that the outdoor space is used year-round and explained the difference between the indoor space versus the outdoor space and the fire code maximums.

**MOTION:** Motion by McEvers, seconded by English, to approve **Resolution No. 20-054**, approving a temporary Childcare License program for a 12-week permit.

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

#### **COUNCIL BILL NO. 20-1014**

AN ORDINANCE AMENDING SECTION 5.68.030, COEUR D'ALENE MUNICIPAL CODE, ENTITLED "BUSINESS LICENSES AND REGULATIONS, CHILDCARE FACILITIES," TO PROVIDE FOR A TEMPORARY EXCEPTION TO THE REQUIREMENT OF 75 SQUARE FEET PER CHILD OF OUTDOOR FENCED PLAY AREA IF A PLAN FOR OUTSIDE PLAY IN SHIFTS IS APPROVED BY THE CITY CLERK OR DESIGNEE; PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

**MOTION:** Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 20-1014** once by title only.

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

**MOTION:** Motion by Wood, seconded by McEvers, to adopt **Council Bill 20-1014**.

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

## RESOLUTION NO. 20-055

### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT FOR FINANCING OF CONSTRUCTION - LACROSSE AVENUE IMPROVEMENT PROJECT WITH COEUR D'ALENE URBAN RENEWAL AGENCY, DBA IGNITE CDA.**

**STAFF REPORT:** City Engineer Chris Bosley explained that the Atlas Mill Site traffic study, completed in January of 2019 by Welch Comer and Associates, recommended a third access point to the Riverstone area as a mitigation measure to reduce traffic congestion. Specifically, the recommendation called for Lacrosse Avenue to extend from Beebe Boulevard to Northwest Boulevard with a traffic signal installed at Northwest Boulevard. Previously, the Four Corners/BLM Corridor Master Plan also called for Lacrosse Avenue to extend from Northwest Boulevard to Lakewood Drive, providing access to future park amenities. Recently, Active West began construction of a residential subdivision extending east of Beebe Boulevard, connecting to Lakewood Drive, setting the stage for extending the street to Northwest Boulevard and completing the conceptualized connection. On October 16th, 2020 ignite cda approved a contribution of up to \$1.8 Million for the design and construction of Lacrosse Avenue upon approval from City Council, design would be completed this fall/winter with construction beginning in spring of 2021. Completion of Lacrosse Avenue will provide another ingress/egress to the Riverstone development, provide future park access, and reduce traffic congestion in the area. This project will help to fulfill a recommendation of the Atlas Mill Site Traffic Study and the Four Corners/BLM Corridor Master Plan. The \$1.8 Million in funding is anticipated to cover design and construction of Lacrosse Avenue, with the exception of water, sewer, and stormwater improvements, which may be covered by the respective departments valued at approximately \$234,500.

**DISCUSSION:** Councilmember Gookin asked about whether the road would be a one way or private street condition after Lakewood Drive. Mr. Bosley noted that it will not be one way or private, it will have traffic calming measures such as on-street parking. Councilmember Gookin asked if the items listed as city service improvements are within their respective budgets. Mr. Bosley noted that he is unsure; however, there is stormwater funding and he is talking with water and wastewater. He clarified that if those items are not funded they would have to come in at a later date. Wastewater Superintendent Mike Anderson noted that they have annual budget dollars set toward general upgrades to their collection system, so they might be able to fund \$81,000. They are meeting next week to talk about what projects need to be funded. Councilmember McEvers asked what the purpose of the sewer line project would be at that location. Mr. Anderson thought there might be some issues with angles and turns in that area and believes there are bottle necks within that area. Mr. Bosley noted that he has worked with wastewater regarding the sewer line placement and future needs in that area. Councilmember Gookin noted that private individuals who develop parcels should be paying for the extension. Mr. Bosley noted that there are some parks in the area for micro soccer and public restrooms are being requested. Mayor Widmyer asked for staff to follow up with more details via email to Council after the meeting. Councilmember Evans asked if this plan honors the Bureau of Land Management (BLM) master plan so no modifications are needed to that plan. Mr. Bosley noted



that this is their accepted plan and they will need to communicate any proposed changes to BLM. Councilmember Evans questioned if BLM should be contacted first. Mr. Bosley noted that this is just a conceptual drawing and the next step would be to work with all the entities. Mr. Bosley noted that if funding is accepted, the next step would be to hire an engineer to complete the design, which would be completed this winter so that they could do construction in the spring and spend funds before the Lake District sunsets. Councilmember Gookin felt that one of the functions of urban renewal is to prime the development, so he believes they should pay for the sewer and water improvements. Mayor Widmyer asked if they should wait for the next meeting to approve this item. Mr. Bosley reiterated that the construction of the infrastructure items are not necessary to this project and that getting the road built is the main project.

**MOTION:** Motion by English, seconded by Wood to approve **Resolution No. 20-055**, approving an Agreement with ignite cda for financing the construction of Lacrosse Avenue Improvements.

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

#### **COUNCIL BILL NO. 20-1015**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 15.40, GROUND DISTURBANCE, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**STAFF REPORT:** City Engineer Chris Bosley explained that the City does not currently have a permit specifically for ground disturbing activities. Permits for site development (which may include asphalt paving, underground utilities, etc.) or building construction cover ground disturbing activities, but not all ground disturbing activities require those permits. In the past, ground disturbing activities have been identified by inspectors, reported by concerned members of the public, or gone largely unnoticed. By implementing a permit for these activities, City inspectors will be aware of proposed ground disturbing activities so they may ensure best management practices are used to reduce erosion and sediment issues. Enforcement of sediment and erosion control violations is required by our Municipal Separate Storm Sewer System (MS4) permit for stormwater discharge into the lake and river. Currently, the Environmental Protection Agency (EPA) governs over MS4 permits, but the Idaho Department of Environmental Quality (IDEQ) will be accepting that responsibility this year. By initiating a Ground Disturbance Permit program, City inspectors will be aware of ground disturbing activities so they may ensure best management practices are used to reduce erosion and sediment issues. A minor cost in staff time is associated with receiving permit applications, issuing permits, and inspecting construction sites. At this time, permits would be issued at no charge. A nominal fee will be requested for this permit with the next fee updates. He introduced Jamie Brunner, the Chairperson of the Kootenai County SEEP program.

Ms. Brunner noted that she works for the Idaho Department of Environmental Quality as Coeur d'Alene Lake Management supervisor. She explained that the goal of the program is to continue to protect water resources. She noted that there is a need to manage the water shed area that is approximately 3,700 square miles. Events that happen within that area can affect water quality in that entire area. She noted that construction sites have quick moving sediment and pollutants that wash from sites through stormwater runoff. She explained that sediment erodes fish scales and affects their vision for food and predators. The urbanization of land increases impervious surfaces, which causes an increase amount of runoff. In addition to soil some of the follow items are included in the run off: fertilizer, fuel, oil, and detergents. Primarily phosphorus and nitrogen are concerns. Ms. Brunner expressed concern regarding the effects of those nutrients in the lake which cause harmful algae blooms and low dissolved oxygen levels that stress fish. She concluded that SEEP is an educational program and discusses best practices. They offer a three-year certification and have certified 887 people since 2007.

Mr. Bosley clarified that there is a current code that all soil needs to be kept on site and that the City has site development permits for large subdivisions and building permits for individual homes. However, there is a grey area where a developer doesn't have approval but wants to remediate site and get it ready to develop and there is no permit required. The City then receives complaints of mud tracking, and the city has no prior knowledge of the site activity. The goal is to educate property owners on keeping sediment out of the city's stormwater system and manage it on their own site. Other jurisdictions charge fees based on soil amount moved; however, he would propose no fee until the next fee update is brought forward, at which time he would propose a \$50.00 fee. This allows for the city to be notified and the city can provide education to the property owner regarding mitigation options. The DEQ is primary on the City's MS4 permit and they often see issues and call the city. This program will give the City an identified method to work with property owners.

**DISCUSSION:** Councilmember McEvers noted that some of the mitigation includes the silt fences and the hay around the storm drain or existing projects. Mr. Bosley confirm those are some mitigation options used by those that are educated on storm water. Councilmember Gookin questioned if a demolition permit was required if someone was removing concrete from a site. Mr. Bosley clarified that concrete below grade would not require a demolition permit rather a building demolition would. Councilmember Gookin questioned how much land is available to be developed that this would apply to and how the program would be enforced. Mr. Bosley noted that the disturbance permit would be for parcels that are one acre or larger. One example of where this would apply is the site in which a Motel recently burned down. Councilmember Wood felt that the SEEP presentation was important to demonstrate the need for this type of permit. She asked if there would be a database and if there is enough staff time to manage it. Mr. Bosley noted that it would be managed through the existing permit program and that the public works inspectors are out each day and would stop and talk to developers regarding run off.

**MOTION:** Motion by McEvers, seconded by Evans to dispense with the rule and read **Council Bill No. 20-1015** once by title only.

**ROLL CALL:** Gookin Aye; English Aye; Wood Aye; Evans Aye; McEvers Aye.

**Motion carried.**

**MOTION:** Motion by McEvers, seconded by Evans, to adopt **Council Bill 20-1015.**

**DISCUSSION:** Councilmember Gookin will oppose this as it will not be enforced and he does not believe we need more rules. Councilmember Wood expressed support of the code as she believes that if the City can do one more thing to educate people on their site disturbance and protect our water source we should.

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

**Motion carried.**

### **COUNCIL BILL NO. 20-1016**

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$20,500,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

**STAFF REPORT:** Wastewater Superintendent Mike Anderson noted that in 2015, City Council approved Resolution 15-047 accepting a loan offer from the State of Idaho Department of Environmental Quality (DEQ) Clean Water State Revolving Fund in the amount of \$20,000,000 for the design and construction of the City of Coeur d'Alene Wastewater Department's Tertiary Treatment Phase 2 project. This loan was amended in 2018 for an additional \$500,000 to fund an overhead crane for servicing the TMF equipment installed during this project. The installation of this equipment was necessary to meet the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) discharge permit issued in 2014 by the United States Environmental Protection Agency (EPA). Funding of this project via this low interest loan with no pre-payment penalties has placed the Wastewater Utility in the favorable position of meeting treatment requirements and minimizing the financial impact by distributing the cost over 20 years. American Iron & Steel (AIS) requirements as well as Disadvantaged Business Requirements (DBE) are intended to benefit our community on a macro scale as well. The total loan amount of \$20,500,000 will be paid in biannual installments over 20 years at an interest rate of 2.75%. Following a rate analysis, it was decided that funding this project via a low interest rate SRF loan would place the department in an advantageous position and allow the Wastewater Fund to maintain its cash reserves. Funding of this loan was incorporated in the 2017 Wastewater Rate Study and this action allows the closing of the loan. He presented an overview of the treatment processes that have been improved with the tertiary treatment membrane process paid for out of the funds.

**DISCUSSION:** Councilmember English questioned the 20-year loan timeframe. Mr. Anderson clarified that they have had a construction loan for five years and now it is a project closeout and the loan term is 20 years. Councilmember Gookin noted he watched the new Wastewater video, which demonstrates the washing of equipment and he wondered where the water goes thereafter. Mr. Anderson clarified that all water from equipment and stormwater is filtered back to the plant to run through processing, and they ensure that it does not go into the lake. Councilmember Gookin thanked wastewater staff for what they do and being good stewards of the lake.

**MOTION:** Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 20-1016** once by title only.

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

**MOTION:** Motion by McEvers, seconded by Evans, to adopt **Council Bill 20-1016**.

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

**RECESS:** Motion by McEvers, seconded by Gookin, to recess to October 7, 2020 at 11:00 a.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop with the Planning Commission regarding Envision Coeur d'Alene, Comprehensive Plan Update. **Motion carried.**

The meeting adjourned at 7:43 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, CMC  
City Clerk

MINUTES OF A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD IN THE LIBRARY COMMUNITY ROOM  
ON OCTOBER 7, 2020 AT 11:00 A.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 11:00 A.M. on October 7, 2020, there being present upon roll call a quorum.

Steve Widmyer, Mayor

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

Tom Messina ) Members of the Planning Commission Present  
Brinnon Mandel )  
Michael Ward )  
Lewis Rumpler )  
Jon Ingalls )

Peter Luttrupp ) Members of Planning Commission Absent  
Lynn Fleming )

**STAFF PRESENT:** Troy Tymesen, City Administrator; Randy Adams, Deputy City Attorney; Renata McLeod, City Clerk; Hilary Anderson, Community Planning Director; Sean Holm, Senior Planner; and Kenny Gabriel, Fire Chief; Craig Etherton, Fire Inspector; and Nick Goodwin, Urban Forester.

**CALL TO ORDER:** Mayor Widmyer called the meeting to order and noted that the purpose of the meeting was to hear the update regarding the Envision CDA Project (Comprehensive Plan Updates).

**ENVISION CDA LEADERSHIP BRIEFING**

Senior Planner Sean Holm thanked everyone for their attendance. He introduced Alex Dupey with MIG, Inc. who is the consultant presenting the information today. Mr. Dupey noted that they had solicited a lot of public input this summer. He noted that they met with advisory committee and stakeholders to gather input on policy and land use scenarios. The community conversations included partners representing health, safety, environment, education, economic development, and transportation who provided input regarding visions and principals. He noted that the survey that launched in July had 1,000 ± responses. Wherein respondents were able to self-select which portions of the survey they would like to complete. Highlights of the survey

include prioritization of actions and land use concepts. The majority of respondents were citizens of Coeur d'Alene. It was clarified that some people that lived out of the city limits may work or own a business within the city. The Community Advisory Committee and focus groups were able to review the public input and discussed the highest areas of potential growth/land use concepts. He reviewed the projected growth concepts based on KMPO projections and noted that many citizens expect a much faster growth rate. Mr. Dupey broke growth scenarios into three categories, Compact, District, and Corridors. The survey results include input promoting walkable neighborhoods, closeness to employment, and a variety of housing options. Mr. Dupey reviewed the different place types and suggested they would remain about the same in existing neighborhood infill, such as replacing a single-family dwelling with a new single-family dwelling or small vacant lots being developed into single-family. He also reviewed the Area of City Impact (ACI) inputs for housing and job growth.

The planning team is seeking input regarding which land use scenarios are a good fit, are there priority areas to focus on, and what are the most critical action to address in the plan. They are recommending that there is public acceptance of "District" or "Compact" scenarios based on the survey results, which can be used to develop a draft land use map. Additionally, the team recommends utilizing the public input to enhance the current special areas within the existing comprehensive plan, such as East Sherman, Health Corridor, and Mid-town. They would like to convene members of existing focus groups, city, CDA 2030 to further prioritize actions and identify lead partners.

Mr. Dupey noted that the next steps include a traffic analysis with scenarios, including the ACI, which will be a broad scale review of the impact of the different types of growth. They will complete a draft envision plan, and conduct a final leadership committee survey regarding equity, inclusion, and housing definition. The last piece of the timeline is the adoption of the plan, which will most likely be ready in early 2021.

**DISCUSSION:** Councilmember McEvers noted that it was surprising to see that the survey results noting that health and safety didn't come up as the top priority. Mr. Dupey noted that it is shown as lower; however, due to the spread in survey results it still received many votes. Councilmember Wood questioned if retail was still projected as the largest job growth area. Mr. Dupey explained that it is still a part of the jobs, but at a different scale in a corridor area. Councilmember English asked if multifamily means 4 or more units. Mr. Dupey clarify that multi-family could be a mixed use or multifamily development. Within a District they were a little more focused on mixed use. Councilmember English asked if the goal of affordable housing, workforce and/or subsidized housing would need to be in the multifamily areas. Mr. Dupey noted that it would depend; however, it was clear from the public input there needs to be more variety in housing options which would result in some affordable options. Councilmember McEvers asked for clarification regarding what the action items are. Mr. Dupey explained that the actions are broad reaching based on the six principles. One example, is working on the Coeur Housing regulations that the city is already working on, and clarified that there are approximately 150 other action items. He noted that there could be a section with principles, goals and objectives within the Comprehensive Plan and another piece with specific actions within the appendix. The goal is to provide more clarity to City, staff, and developers. Councilmember Wood asked for clarification regarding the education and learning category and

questioned what the City's role would be. Mr. Dupey noted that the Education & Learning focus group included School District and higher ed representatives and clarified that the City is a partner but not the lead in this category.

Mayor Widmyer asked for clarify regarding how affordable housing will be noted within the plan. Mr. Dupey explained that there are a number of actions that talk about affordability and they will come back to determine how the city wants to define affordability. This plan will help provide guidance of what it looks like but not setting specific goal of numbers to be built. Councilmember Gookin noted that many people within the community are concerned about preservation of historical neighborhoods, and wondered if it will be included in the final plan. Mr. Dupey confirmed that it would be in the plan under Growth & Development or Community & Identity, there are several within those principals. Councilmember Miller asked for clarity regarding what is needed from Council such as input on the type of buildings that can be built where? She noted that an overlay map on top of the land use map address ability to change current zoning when deciding those requests. Mr. Dupey noted that the land use map would look like the zoning map but would outline developable properties and clarified that vacant land use would depend on its location and surrounding uses. Councilmember Miller asked if the plan will incorporate neighborhood nodes, which would help to reduce traffic flow. Mr. Dupey noted that they would need to determine what place types and location nodes the city would want and where. For example, the City of Boise puts circles on their land use maps indicating acceptable node and mixed-use categories. Councilmember Wood asked what is the most important element for a successful city plan. Mr. Dupey explained that a successful plan is one that helps balance existing land use with desired land use, based on community input such as: not being stuck in traffic, provide for walkability, and more choices in retail. He noted that flexibility is key but having guidance is important. Councilmember McEvers noted that in past plan updates growth was based on sewer treatment plant capacity, and questioned how population growth was determined for this plan. Mr. Dupey explained that current land use/opportunities were studied, then it will be turned over to water and wastewater facilities to plan for their needs and then the City Council can determine what is appropriate. He further clarified that they reviewed the ACI and what could occur over the next 20 years.

Mayor Widmyer clarified that other updates will continue to be provided to the Council to provide opportunity to give input along the way. Discussion ensued regarding what the Council needs to further understand before providing direction. The Mayor suggest that an additional workshop be held before the draft plan is develop in order to ensure it is going in the right direction and suggested planning staff provide a summary of what has been done to this point.

Mr. Holm noted that he will provide the Council with additional information, so that at the next workshop they will be prepared to determine the land use scenario recommendation between the "District," "Corridor," and "Compact." He noted that they are looking at the transportation elements and will provide information along the way. Community Planning Director Hilary Anderson noted that they will send the policy document to Council for review, as well as the KMPO (Kootenai Metropolitan Planning Organization) transportation results.

Commissioner Messina noted that the Planning Commission has had a few meetings on this already, and believes they have had more time to discuss the items and its usability. They will

continue to review the information and would appreciate continued dialog with the Council. He also noted that the Coeur Housing Committee has been meeting and will include those updates in the comprehensive plan.

Mayor suggested that the next meeting be in a large enough venue to meeting in-person with the Planning Commission and Mr. Dupey.

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

The meeting adjourned at 12:44 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, CMC  
City Clerk



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

**COMMITTEE MEMBERS**

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

**STAFF**

Juanita Knight, Senior Legal Assistant  
Carrie Meek, Customer Service Support Specialist  
Bill Greenwood, Parks & Recreation Director  
Kyle Marine, Water Assistant Superintendent  
Troy Tymesen, City Administrator  
Mike Anderson, Wastewater Superintendent  
Terry Pickel, Water Superintendent  
Randy Adams, Chief Civil Deputy City Attorney

**Item 1.           Acceptance of Bid for Coeur d’Alene Third Street Boat Launch Project.**  
**(Agenda)**

Bill Greenwood, Parks & Recreation Director, is requesting Council to accept the Harrison Dock Builders bid for the new boat docks and pilings at the 3<sup>rd</sup> St. Boat Launch. Mr. McCully explained in his staff report that for 45 years, the 3rd Street Boat Launch Ramps have been one of the highest used recreational access areas for boaters in the State. For each of the last three boating seasons, it has seen about 7,000 launches, making this facility a premier boating destination on Coeur d’Alene Lake. The docks haven't been replaced since 2001 and have gone past the point where they can be repaired. The City has paid close to \$4,000 in repairs to these docks over the past 3 years and, if they aren’t replaced, the repair costs will continue to grow. Specifically, the timber floats are rotted and won’t allow purchase for the bolts necessary to keep the docks from separating and becoming a public hazard. The pilings have been hit and dinged to the point that they will break off and fall if they aren’t replaced.

The largest portion of the funds for the boat dock and piling purchase will come from a state-funded WIF grant, with the Coeur d’Alene Parks Department providing the grant match dollars. The grant match funds will come from the City’s Waterfront Improvement fund, paid for by boat launch user fees.

City Waterfront Improvement Fund (funds from user fees):	\$ 29,664.00
State Waterfront Improvement Fund Grant (state gas tax):	\$ 124,007.00
Total:	\$ 153,671.00

The new pilings will be made of steel and the docks frame will be made of steel with polystyrene floats. The deck will be made of composite material. These docks are estimated to last for 50 years before needing replacement, as opposed to 15 to 20 years for wooden docks.

Councilmember Evans asked what the timeline is for the project. Mr. Greenwood they have 120 days from the start of the project. He said he will give them some leeway should they run into weather that would halt the installation. However, it will be completed by next years boating season.

**MOTION: by Wood, seconded by English, to recommend that Council accept the bid from Harrison Dock for the new boat docks and pilings at the 3<sup>rd</sup> Street Boat Launch. Motion Carried.**

**Item 2. Approval of Agreement with Simco Development Group for Construction of a New Water Transmission Main on Lakeview Heights.**

**(Agenda)**

Kyle Marine, Water Assistant Superintendent, is requesting Council accept the bid of, and approve a contract with, Simco Development Group for construction of a new water transmission main on Lakeview Heights in the amount of \$100,240.00 and include a 40% contingency for unknown obstacles, if needed. Mr. Marine explained in his staff report that as part of the 2012 Water Department Comprehensive Plan Update to keep up with the City's growth and infrastructure replacement, the Water Department needs to update the Blackwell Booster Station which is outdated and has become costly to maintain. The transmission line running uphill from the station to Fairmont Loop is unserviceable by the City Water Department due to its location and steep grade. The booster station, as it currently stands, does not supply the required amount of fire flow to our customers. The Water Department has made multiple repairs and upgrades to this site to keep it running, including installation of a temporary pump outside of the building to keep up with demand until a leak could be located and repaired.

Responsive bids were received from 2 contractors: Simco Development Group in the amount of \$100,240.00, and S & L Underground, Inc., in the amount of \$168,796.00. Funding for the proposed project is included in the 2019 -20 FY budget which, inclusive of other transmission main projects, totals \$3,900,000. This project is part of our Water Comp Plan. Staff is also requesting that a forty percent (40%) contingency be approved to account for extra expenses that may be incurred during the project due to unknown subsurface conditions, such as rock. The requested authorization, including the \$100,240.00 contract amount and a forty percent (40%) contingency of \$40,096.00, totals \$140,336.00.

Staff hired Keller Associates to design the transmission main project in accordance with the 2012 Comp Plan recommendations. Keller Associates completed the design, construction, and engineering documents, and assisted with the bid process. Staff received 3 bids, one of which was unresponsive. The lowest responsive bid submitted by Simco Development Group for \$100,240.00.

Councilmember Wood asked for clarification of why the city has the burden for the improvements even though some residents are outside of the city limits. Mr. Marine said the Water Department is required to serve water to our customers and we have a certain standard we have to meet by state law. We have to meet quality water, adequate flows, adequate pressures for home use and adequate fire protection. Currently, the Water Department cannot meet fire protection. We have not been able to since the city inherited that system. He also noted that the upgrade will happen in phases. The cost is on the city because this is an existing system and we are already servicing these customers and the system is not up to standard.

Councilmember English asked at what point would those outside of city limits be annexed in. Mr. Marine said he cannot speak as to when they would get annexed in. However, he did mention that this project is replacing existing water line that is currently servicing customers.

**MOTION: by Wood, seconded by English, to recommend that Council accept the bid of, and approve a contract with, Simco Development Group to install a new transmission main for a total of \$100,240.00 and approve a 40% contingency for the project in the amount of \$40,096.00. Motion Carried.**

**Item 3. Approval of Public Transit Funding Agreement (Citylink North).  
(Consent Calendar)**

Troy Tymesen, City Administrator, is requesting Council approve a one-year agreement with Kootenai County, and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Public Transportation System (Citylink North). Mr. Tymesen explained in his staff report that the 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Public Transportation (Citylink North) System, in partnership with the Coeur d'Alene Tribe, Cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens, and Huetter, provides regular fixed-route service on three routes. Citylink North also provides origin to destination Americans with Disabilities Act (ADA) complementary paratransit service within a 3/4-mile area of the fixed routes, as well as a supplemental "Ring-a-Ride" service for seniors over the age of 65 and people with disabilities who are outside of the paratransit service area.

Ring-a-Ride is a special service which uses lift-equipped cutaway buses to transport people with mobility limitations that prevent them from using Kootenai County Public Transportation regular fixed-route bus service.

The Citylink North Public Transportation Service operates within the Coeur d'Alene Urban Area (CDA UZA) serving over 77,000 citizens living within the transit service area and provides service options to approximately 42,000 jobs. The Kootenai County Board of Commissioners oversee public transportation function. All public transportation service is provided free to the public thanks to the generosity of funding partners. In July of 2020 this service supplied 16,579 rides.

The City is being asked to provide funding of \$70,448.00, which is in the recently adopted financial plan. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA). Funding covers operations, maintenance, capital (vehicle procurements, et al), security, planning, and administration of the system. The funding of the requested \$70,448.00 is \$20,000.00 less than the amount funded from the City in FY 2019-20. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Councilmember Wood asked why this is renewed on an annual basis and not on a 5- or 10-year commitment. Is it because of the city's budget process? Mr. Tymesen said "that is correct."

**MOTION: by English, seconded by Wood, to recommend that Council approve a one-year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County. Motion Carried.**

**Item 4. Approval of Agreement for Professional Engineering Services with J-U-B Engineers, Inc. for the 2020/2021 Wastewater Collection System Capital Improvement Projects.  
(Consent Calendar)**

Mike Anderson, Wastewater Superintendent, is requesting Council approve an agreement with J-U-B Engineers, Inc. for professional engineering services for the 2020/2021 Wastewater Collection System Capital Improvement Project in the amount of \$189,522.00. Mr. Anderson explained in his staff report that each year,

the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is approximately 2,113 LF of existing pipe and appurtenances requiring open trench replacement.

In following Idaho Statute Title 67, the WW Utility solicited local firms for Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ultimately selected.

The following table summarizes this year's CIP Task cost breakdown: 2020/2021 Wastewater Collection System CIP Tasks:

Task 000 – Project Management:	\$	11,676.00
Task 200 – Open Trench Replacement Projects:	\$	127,846.00
Task 500 – Reserve Management Fund:	\$	50,000.00
Total:	\$	189,522.00

During FY 2020/2021, the WW Utility budgeted \$750,000.00 for completing the aforementioned CIP tasks. A copy of J-U-B's Agreement for Professional Services is accompanying this staff report.

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget and to the Wastewater Utility's satisfaction.

Councilmember Wood asked if WW went to bid to work with J-U-B specifically first. Mr. Anderson said in 2018 they put out a general call to engineers requesting their qualifications. The committee then decided which engineers rose to the top so in 2018 the city entered into a 10-year agreement with J-U-B with a year to year review. As long as they stay in good standing, they will be the engineering firm used for the next 8 years.

Councilmember Wood asked also if they have a master plan. Mr. Anderson said they have two master plans. One is the Collection System, which started in 2018/2019, but it was put off to collect more information. They will refresh it this year. The other is for the Treatment Plant itself which will be coming to Council in the next few months.

**MOTION: by English, seconded by Wood, to recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2020/2021 Wastewater Collection System Capital Improvement projects in the amount of \$189,522.00. Motion Carried.**

**Item 5. V-20-04, Vacation of a Portion of 4th Street Right-of-Way Adjoining the Westerly Boundary of Lots 9-14 of the Simms Addition to the City of Coeur d Alene  
(Consent Calendar)**

Dennis Grant, Engineering Project Manager, is requesting Council approve the vacation of a portion of 4<sup>th</sup> Street right-of-way that adjoins the westerly boundary of the property on the northeast corner of 4<sup>th</sup> Street and Poplar Avenue (1802 & 1818 N. 4<sup>th</sup> Street). Mr. Grant explained in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Simms Addition plat in 1905.

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 3000 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

The purpose of this request is to vacate a 10' foot strip of 4th Street right-of-way that adjoins the westerly boundary of the abutting property. 4th Street is developed to its ultimate width in this location and the additional right-of-way can be incorporated into the development of the adjoining property. In addition, the right-of-way width to the north of this property is narrower, preventing future widening without acquisition of additional right-of-way. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

Bill Greenwood, Parks & Recreation Director, noted that this item came forward sooner than his Urban Forestry Committee was able to look at it. He noted that if the vacation is granted to Mr. Lawrence there is nothing that will hold him to doing what the Urban Forestry is requiring regarding street trees. However, Mr. Lawrence told Mr. Greenwood over the phone that he will add 6 street trees as requested by Urban Forestry. Mr. Greenwood said he will meet with the Urban Forestry Committee this Friday regarding this requirement. So, at this time, Mr. Greenwood wanted to assure the Council that he's good with what Dennis Grant is presenting today.

**MOTION: by Wood, seconded by English, to recommend that Council proceed with the vacation process as outline in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on November 3, 2020. Motion Carried.**

**Item 6. Wastewater Equity Presentation – Mike Anderson, Wastewater Superintendent.  
(Information Only)**

Mike Anderson, Wastewater Superintendent, presented regarding wastewater rates within the City of Coeur d'Alene. He noted in his staff report that the Wastewater Department regularly reviews both the rates and capitalization fees which are charged to the system's users. This process is performed in three steps:

1. Revenue requirement analysis
2. Cost of service analysis
3. Rate design analysis, taking into consideration that the rates are easy to understand and administer, the customers' ability to pay, continuity, address policies, and that the rates provide revenue stability efficient allocation of the resource, and are equitable and non-discriminatory.

A rate study was performed in 2017-2018. The most recent rate study indicated that customers are being charged appropriately (within 5%) of the actual cost of service; however, a series of rate increases was needed across all classes to fund increased costs of treatment. Rate studies are a crucial tool to the operation of the Wastewater Department and, as such, an important part of our City's structure. Rate studies are performed regularly as needed, approximately every 5 years.

Mr. Anderson noted that the total cost to treat is slightly more for commercial. Each commercial customer uses many gallons as compared to residential. The cost per 1,000 gallons for commercial activity is actually less because they are not paying as much in administrative costs.

Mr. Anderson said that when they did their previous rate study, everyone was within 5% of their actual costs, which is what they consider success. They look at the groups on aggregate. At the time the rate analysis was done, not all of their costs were fully realized, and as a result they passed the rate increases that have been rolling out every year.

Mr. Anderson said that the problem is they can't measure wastewater flows. There is a lot of water that people are bringing into their house that doesn't become wastewater.

Mr. Anderson said that there is a relatively small range of usage with residential customers, and a wider range in regarding to commercial customers. As a result, residents are billed at a fixed rate. In regard to commercial, there are different size buildings that can vary greatly, and the same unit probably uses a lot more wastewater in the summer than in the winter. Seasonally, the wastewater usage varies greatly, and so they bill based on individual usage. They do offer irrigation meters to larger commercial users, which would entail having a separate meter installed where they would pay no wastewater rates. Currently the CAP fee to have an irrigation meter installed is about \$7,000 for a ¾ inch irrigation meter. At the commercial low rate, it would take about 1.4M of gallons of wastewater to pay for it. The business has to make the decision considering return on investment.

Mr. Anderson explained that most cities bill commercial based on water use, and approximately half of cities bill residential based on water use.

Councilmember Wood said she received an inquiry from a very small hair salon who said she her rates were so high that she almost couldn't continue her business. She asked if the option of the irrigation meter would help a business owner such at this. Mr. Anderson said it all depends on how much they are irrigating. If they are not irrigating, it would not make sense at all to have an irrigation meter. For a salon type business, all the water they are using, is going down the drain. The irrigation meter only helps those doing a lot of irrigating.

Mr. Anderson noted that wastewater rates have increased, however, our rates are lower than any other neighboring cities. Most cities bill commercial based on water use and approximately 50% of cities bill residential based on water use.

Councilmember Wood asked if those commercial business, that are very, very small, to have the benefit of a flat rate. Mr. Anderson said unfortunately, no, because of business sizes and seasonal variances.

Councilmember Evans asked how often rate studies are done. Mr. Anderson said they do them approximately every 5 years. There is not a set time to do them, they do them mostly as needed.

**Item 7. Water Department Presentation – Terry Pickel, Water Superintendent.**  
**(Information Only)**

Terry Pickel, Water Superintendent, presented information regarding the Water Department.

He noted in his presentation that they have 23 full time employees and up to 6 part time employees. The Water Departments mission/goal is to provide tasty and healthful water at a reasonable price at consistent pressures and in sufficient quantities.

Their objectives are:

- Excellent customer service
- Protection of the public health
- Clean and safe drinking water
- Public water system reliability

Water is drawn from the Spokane Valley/Rathdrum Prairie Aquifer. Wells are drilled into the aquifer and pumping stations are constructed. Wells pull water from the source and push it into the distribution system. Booster Stations lift water from lower elevations to higher elevations. Different styles of pumps are used. No water treatment is needed but they do chlorinate for safety. They use SCADA communication system to operate all of the wells and booster stations remotely. They use radio modem communications to talk to each site remotely. They store water excess in 7 water storage facilities to reduce pump cycling and provide for continual fire flow. There are over 305 miles of water mains ranging from 2" to 24" in size. Water sampling stations are installed around the city for water quality sampling. Water service lines extend from the main lines to homes or businesses ranging in size from ¾" to 10". Badger meters are used to track customer usage. The newest meters can even track leaks. Routine meter maintenance is necessary to ensure the accuracy of the revenue generation. Two thousand meters are replaced annually. The radio read batteries have a 10-year life span. Fire hydrant maintenance are performed annually which includes cleaning, testing and painting about 400 of our nearly 3,000 fire hydrants each year. Weather permitting, in the fall and winter, they perform annual valve exercising. There are nearly 12,000 valves. The Cross-Connection Control Program now tracks annual testing of over 12,000 assemblies. The Water Department inspects all new construction and painstakingly recorded for accurate records. GIS now allows date entry directly to online maps. Eventually, all infrastructure beings to fail as it ages. This is a huge problem plaguing utilities nationwide. The Maintenance Crew performs annual water infrastructure replacement, minimum size is now 8". Other maintenance includes rehab the pumps and motors on a predetermined schedule. Storage facilities are cleaned on a regular basis. Staff is trained annually. Licenses require annual proof of training at a minimum .6 CEU's per year.

A few Water Department accomplishments are:

- Best Hill Booster Station (2017)
- Huetter Well
- Fernan Hill 12" Transmission main; 18" Sleeve under drain line
- The new Water Department Administration and Maintenance facility
- Has not incurred any debt in the previous 20 years and none is forecast in the coming 5 years under current rates.

Upcoming Projects:

- Huetter Well Construction
- Trails Transmission Main Phase 1
- Atlas/Centennial Trail Transmission Main Phase 2

- Blackwell Transmission Main
- Canfield and Fernan Tank Site Locations
- Elm Street Switchover

Mr. Pickel thanked Ralph Capaul, former Water Master for Idaho Water and City Water Superintendent (1968-1992) and Jim Markley, Former Water Superintendent (1992-2016) because the system we have today is based off of what they started.

The meeting adjourned at 1:15 p.m.

Respectfully submitted,

[Juanita Knight](#)

Recording Secretary



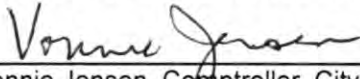
OCT 8 2020

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

CITY CLERK

FUND	BALANCE 8/31/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2020
<u>General-Designated</u>	\$1,654,701	\$230,137	\$17,835	\$1,867,003
<u>General-Undesignated</u>	12,785,700	1,820,926	5,021,795	9,584,831
<u>Special Revenue:</u>				
Library	451,637	5,325	150,274	306,688
CDBG	18,845	68,598	67,429	20,014
Cemetery	106,194	26,255	40,021	92,428
Parks Capital Improvements	938,091	13,001	173,145	777,947
Impact Fees	4,357,199	113,250	369,669	4,100,780
Annexation Fees	95,237	102		95,339
Cemetery P/C	1,332,778	4,725	21,271	1,316,232
Jewett House	28,895	134	2,117	26,912
Reforestation	29,068	31		29,099
Street Trees	196,172	8,611	27,120	177,663
Community Canopy	3,251	4		3,255
Public Art Fund	65,313	2,056	5,400	61,969
Public Art Fund - ignite	503,942	135,411		639,353
Public Art Fund - Maintenance	128,097	138	21	128,214
<u>Debt Service:</u>				
2015 G.O. Bonds	93,658	1,623		95,281
<u>Capital Projects:</u>				
Street Projects	818,667	347,281	180,510	985,438
<u>Enterprise:</u>				
Street Lights	122,011	51,456	103,639	69,828
Water	236,609	1,447,475	1,419,583	264,501
Water Capitalization Fees	7,941,673	125,311		8,066,984
Wastewater	9,581,258	1,163,567	770,323	9,974,502
Wastewater - Equip Reserve	1,337,712	27,500		1,365,212
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	3,739,542	166,465		3,906,007
WW Property Mgmt	60,668			60,668
Sanitation	1,752,386	365,612	412,887	1,705,111
Public Parking	297,253	98,926	81,750	314,429
Drainage	1,411,782	89,389	233,867	1,267,304
Wastewater Debt Service	1,080,251	1,160		1,081,411
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	237,943	224,500	240,278	222,165
Police Retirement	811,378	14,605	28,888	797,095
Sales Tax	2,803	1,879	2,803	1,879
BID	216,597	9,090		225,687
Homeless Trust Fund	423	440	863	-
<b>GRAND TOTAL</b>	<b>\$53,937,734</b>	<b>\$6,564,983</b>	<b>\$9,371,488</b>	<b>\$51,131,229</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.

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

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2020

RECEIVED

SEP 8 2020

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$239,485	94%
	Services/Supplies	33,100	25,610	77%
Administration	Personnel Services	209,521	208,253	99%
	Services/Supplies	7,200	1,065	15%
Finance	Personnel Services	679,466	655,143	96%
	Services/Supplies	561,050	536,703	96%
Municipal Services	Personnel Services	1,273,999	1,179,448	93%
	Services/Supplies	741,375	885,458	119%
	Capital Outlay			
Human Resources	Personnel Services	328,696	325,604	99%
	Services/Supplies	71,823	54,599	76%
Legal	Personnel Services	1,274,404	1,257,434	99%
	Services/Supplies	80,853	69,328	86%
Planning	Personnel Services	675,488	653,719	97%
	Services/Supplies	297,800	168,300	57%
	Capital Outlay			
Building Maintenance	Personnel Services	383,106	317,981	83%
	Services/Supplies	180,075	218,223	121%
	Capital Outlay	168,878	143,913	85%
Police	Personnel Services	14,278,011	13,628,711	95%
	Services/Supplies	1,686,302	1,275,663	76%
	Capital Outlay	150,678	170,712	113%
Fire	Personnel Services	10,263,429	10,152,858	99%
	Services/Supplies	1,076,095	936,336	87%
	Capital Outlay	35,750	34,974	98%
General Government	Services/Supplies	1,671,623	1,552,823	93%
	Capital Outlay	326,750	302,998	93%
Police Grants	Personnel Services		64,160	
	Services/Supplies	103,457	141,540	137%
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		4,034	
	Capital Outlay			
Streets	Personnel Services	3,141,704	3,103,607	99%
	Services/Supplies	2,031,762	1,172,609	58%
	Capital Outlay	155,000	174,398	113%
Parks	Personnel Services	1,684,388	1,579,716	94%
	Services/Supplies	688,750	611,488	89%
	Capital Outlay	126,000	123,120	98%


CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 September 30, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	512,551	92%
	Services/Supplies	203,215	104,374	51%
	Capital Outlay	9,500	9,500	100%
Building Inspection	Personnel Services	898,321	871,825	97%
	Services/Supplies	42,556	24,068	57%
	Capital Outlay	24,233	23,727	98%
Total General Fund		<u>46,374,991</u>	<u>43,516,058</u>	<u>94%</u>
Library	Personnel Services	1,423,266	1,338,289	94%
	Services/Supplies	260,900	215,327	83%
	Capital Outlay	180,000	173,485	96%
CDBG	Services/Supplies	797,142	292,493	37%
Cemetery	Personnel Services	190,877	186,071	97%
	Services/Supplies	105,950	104,037	98%
	Capital Outlay	72,800	72,464	100%
Impact Fees	Services/Supplies	683,267	571,534	84%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	1,834,500	1,398,535	76%
Cemetery Perpetual Care	Services/Supplies	191,500	190,494	99%
Jewett House	Services/Supplies	28,853	10,364	36%
Reforestation	Services/Supplies	5,000	(1,100)	-22%
Street Trees	Services/Supplies	104,000	90,025	87%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	85,033	23%
		<u>6,348,355</u>	<u>4,826,299</u>	<u>76%</u>
Debt Service Fund		<u>878,932</u>	<u>878,920</u>	<u>100%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
September 30, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay	15,275	15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472	11,784	
Kathleen Avenue Widening	Capital Outlay	445,000	35,802	8%
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015	7,765	15%
Industrial Park Loop & Atlas	Capital Outlay	804,500	585,231	73%
Downtown Signal Imprvmnts	Capital Outlay	26,000	120,066	462%
Atlas Waterfront Project	Capital Outlay		87,924	
NW Blvd Traffic Signals	Capital Outlay	300,000	348,863	
		<u>1,943,087</u>	<u>1,436,810</u>	<u>74%</u>
Street Lights	Services/Supplies	706,000	619,758	88%
Water	Personnel Services	2,166,893	2,161,167	100%
	Services/Supplies	4,779,418	2,029,985	42%
	Capital Outlay	7,676,000	4,606,831	60%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	2,637,268	91%
	Services/Supplies	6,892,976	2,678,116	39%
	Capital Outlay	5,777,000	2,707,169	47%
	Debt Service	2,176,363	2,174,639	100%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	4,174,644	3,939,711	94%
Public Parking	Services/Supplies	1,362,232	833,753	61%
	Capital Outlay	24,000	87,886	366%
Drainage	Personnel Services	118,155	116,926	99%
	Services/Supplies	798,391	399,851	50%
	Capital Outlay	905,000	428,905	47%
Total Enterprise Funds		<u>45,618,370</u>	<u>25,421,965</u>	<u>56%</u>
Kootenai County Solid Waste		2,885,000	2,505,910	87%
Police Retirement		184,241	183,102	99%
Business Improvement District		176,000	161,000	91%
Homeless Trust Fund		4,800	6,251	130%
Total Fiduciary Funds		<u>3,250,041</u>	<u>2,856,263</u>	<u>88%</u>
TOTALS:		<u>\$104,413,776</u>	<u>\$78,936,315</u>	<u>76%</u>

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

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

RECEIVED

OCT 8 2020

CITY CLERK

City of Coeur d Alene  
Cash and Investments  
9/30/2020

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	830,681
Checking Account	74,682
Checking Account	36,724
Investment Account - Police Retirement	785,973
Investment Account - Cemetery Perpetual Care Fund	1,316,100
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	269,360
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	46,547,985
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	255,803
<b>Numerica Credit Union</b>	
Certificate of Deposit	1,011,796
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<u>51,131,229</u>

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

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

DATE: OCTOBER 5, 2020  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 3, 2020

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-2-20	Applicant: Thomas Fisher Location: 217 W. Cardwell Drive Request: A proposed zone change from R-12 to C-17	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **November 3, 2020**

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** October 12, 2020  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-20-04, Vacation of a portion of 4<sup>th</sup> Street right-of-way adjoining the westerly boundary of Lots 9-14 of the Simms Addition to the City of Coeur d'Alene.**

---

### **DECISION POINT**

The applicant, Gordon Dobler, Dobler Engineering, is requesting the vacation of a portion of 4<sup>th</sup> Street right-of-way that adjoins the westerly boundary of the property on the northeast corner of 4<sup>th</sup> Street and Poplar Avenue (1802 & 1818 N. 4<sup>th</sup> Street).

### **HISTORY**

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Simms Addition plat in 1905.

### **FINANCIAL ANALYSIS**

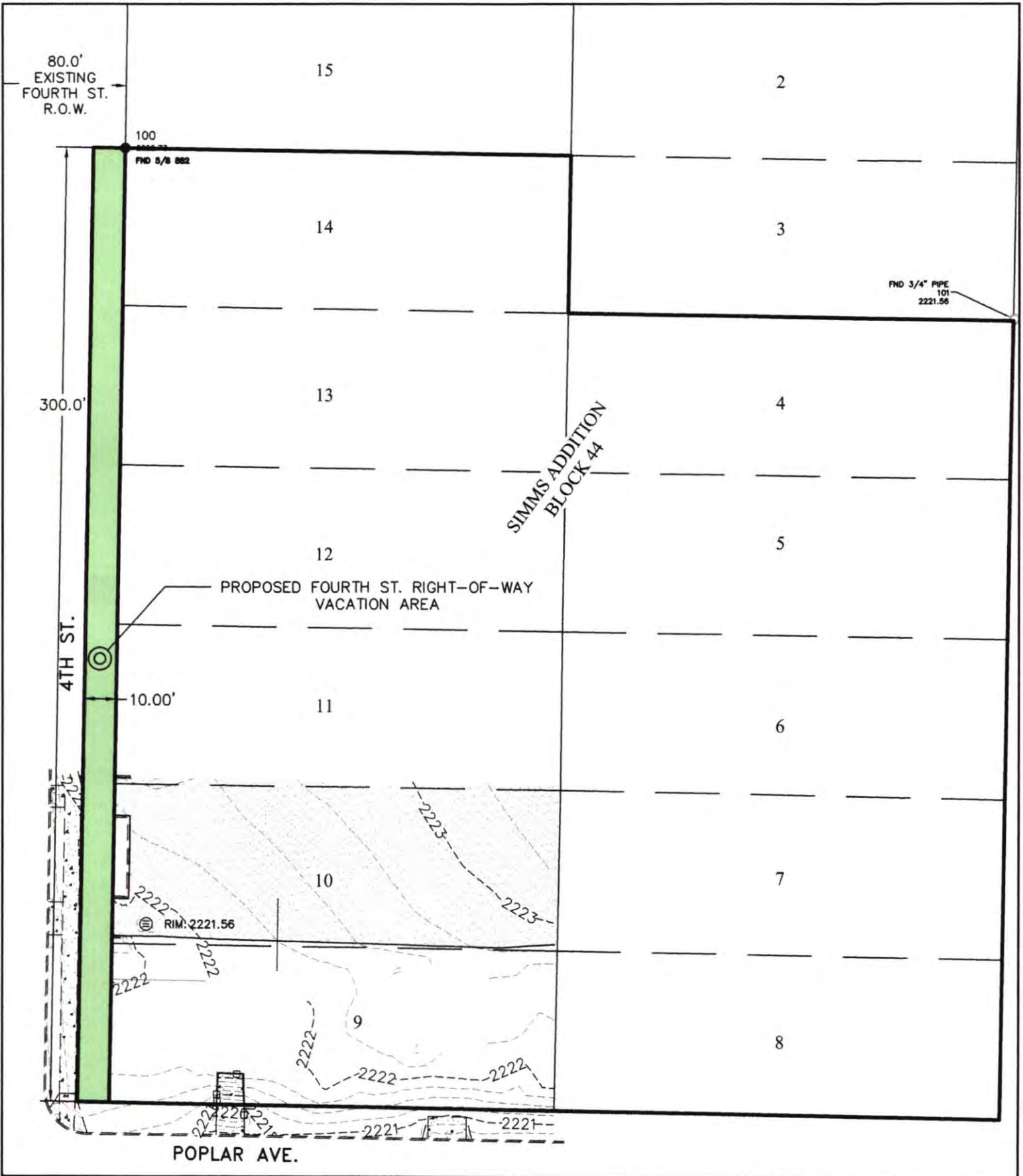
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 3000 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

### **PERFORMANCE ANALYSIS**

The purpose of this request is to vacate a 10' foot strip of 4<sup>th</sup> Street right-of-way that adjoins the westerly boundary of the abutting property. 4<sup>th</sup> Street is developed to its ultimate width in this location and the additional right-of-way can be incorporated into the development of the adjoining property. In addition, the right-of-way width to the north of this property is narrower, preventing future widening without acquisition of additional right-of-way. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

### **RECOMMENDATION**

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on November 3, 2020.



FOURTH ST. VACATION PROPOSAL EXHIBIT  
 SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST  
 BOISE MERIDIAN, KOOTENAI COUNTY, COUER D'ALENE, IDAHO

**J**ohnson  
 Surveying

DATE SURVEYED: 07/2020	DRAFTED BY: ERH	PLOT DATE: 09/16/20	SHEET 1 / 1
FILE NAME: G-4	CHECKED BY: CJJ	PROJECT No.: 20-132	

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

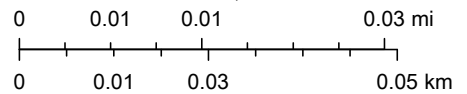


# PROPOSED RW VACATION



8/24/2020 3:34:51 PM

1:1,000



- Access Line
- SEASONAL ROAD
- 📍 Structure Point
- STATE HIGHWAY
- ✚ Railroads
- U.S. HIGHWAY
- Roads 5000
- 🏠 kootenaicounty.SDE.KC\_Legal\_Areas
- INTERSTATE
- ▭ Parcel Polygon
- LOCAL ROAD

DATE: OCTOBER 14, 2020

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 17, 2020

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-1-20	Applicant: Harmony Homes, LLC. Location: 7278 Atlas Road Request: A proposed 7.69 ac. annexation from County Agricultural to City R-8	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **November 17, 2020**

## **CITY COUNCIL STAFF REPORT**

**DATE:** October 6, 2020  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-9-09, Gilbert Townhome Condominium: Final Plat Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, (3) unit residential condominium subdivision.

### **HISTORY**

Applicant: Brenny Ross, Managing Member  
Ross Brothers Investments, LLC.  
205 W. Anton Avenue  
Coeur d'Alene, ID 83815

Location: 1201 E. Gilbert Avenue (North side of Gilbert Avenue between 12<sup>th</sup> & 13<sup>th</sup> Street)

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This is a re-plat of the existing Lots 241 & 242 of Best Land Annex located in Coeur d'Alene, into one (1) lot that contains three (3) condominium units. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval and recordation.

### **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document

# GILBERT TOWNHOME CONDOMINIUM

PLAT OF LOTS 241 AND 242 OF BEST LAND ANNEX BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS S00°22'59"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, PER R-3.5, PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD 83 (92) COORDINATES. THE CONVERGENCE ANGLE AT THE SOUTHEAST CORNER OF SAID SECTION 1 IS -00°44'29".

## BASIS OF ELEVATION

BM: ASSUMED ELEVATION AT 100.00.

## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE THAT ARE SHOWN HEREON.

## REFERENCES

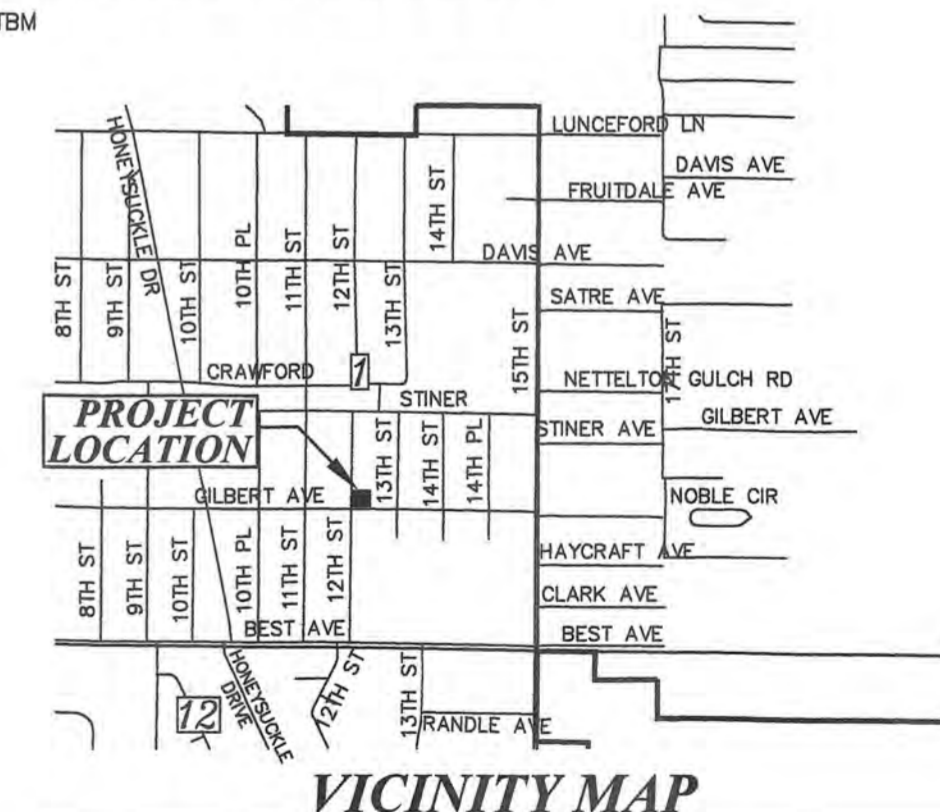
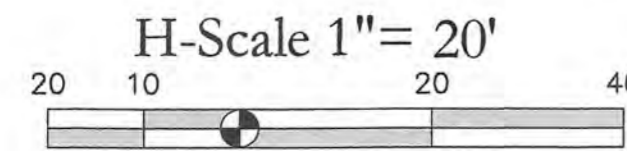
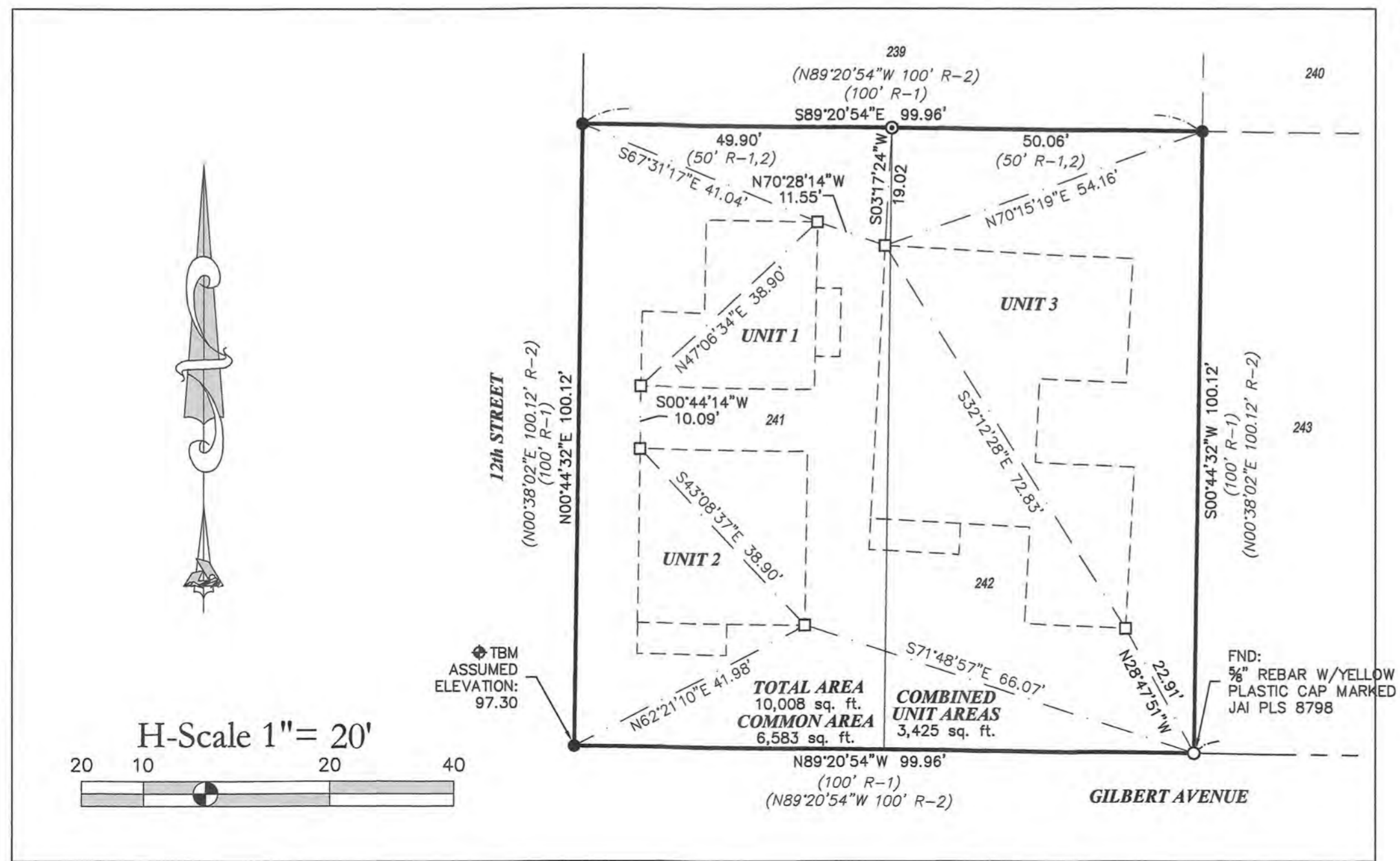
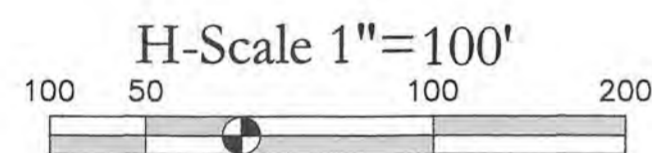
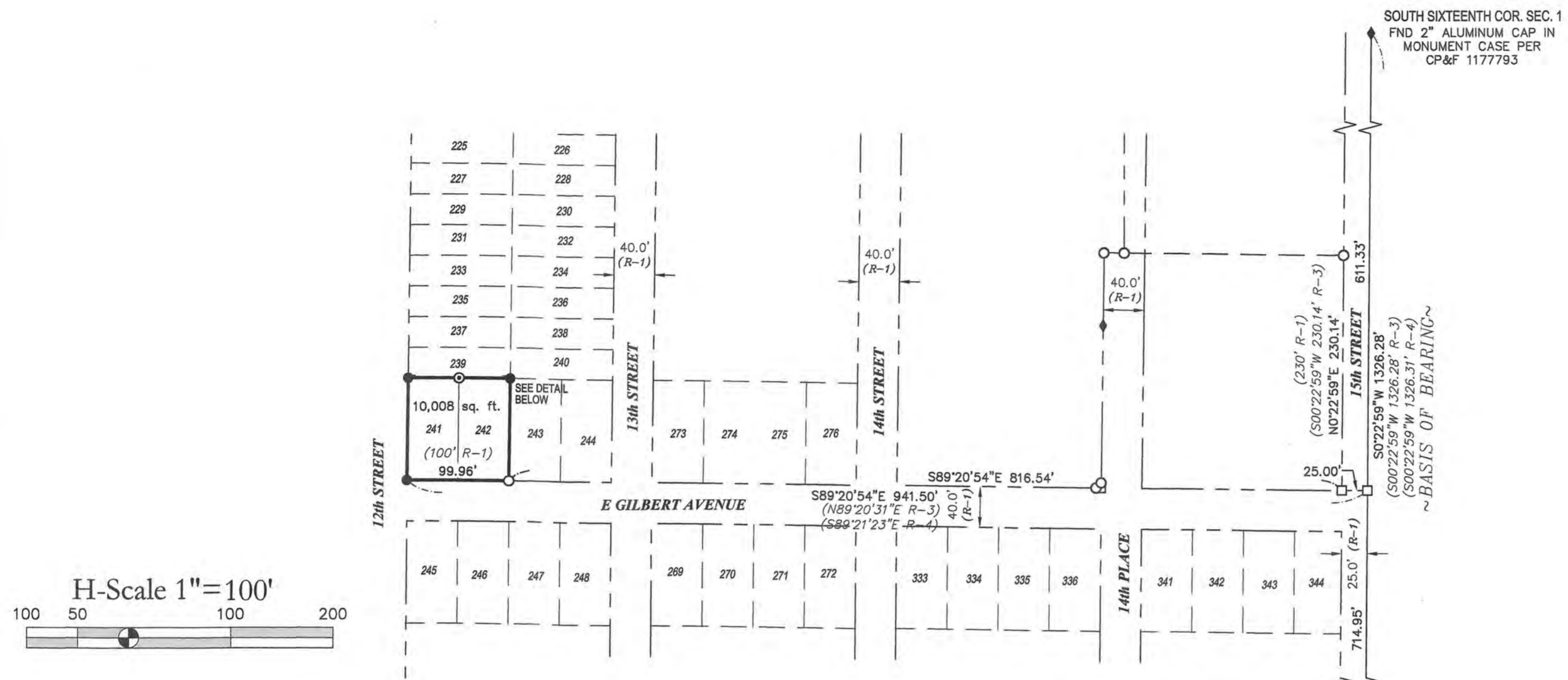
- R-1 PLAT OF BEST LAND ANNEX BY WILLIAM ASHLEY, LS 17, FILED IN BOOK C OF PLATS AT PAGE 173, RECORDS OF KOOTENAI COUNTY.
- R-2 RECORD OF SURVEY BY JOHN STEARNS, PLS 8798, FILED IN BOOK 24 OF SURVEYS AT PAGE 94, RECORDS KOOTENAI COUNTY.
- R-3 RECORD OF SURVEY BY E. SCOTT TECCA, PLS 12832, FILED IN BOOK 25 OF SURVEYS AT PAGE 211, RECORDS OF KOOTENAI COUNTY.
- R-4 PLAT OF ELDERADO PITA ADDITION BY SCOTT M. RASOR, PLS 6374, FILED IN BOOK J OF PLATS AT PAGES 37, 37A, RECORDS OF KOOTENAI COUNTY.
- R-5 CONSOLIDATION OF PARCELS RECORDED MARCH 26, 2006 AS INSTRUMENT NO. 2202606000.

## SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND MONUMENT THE BOUNDARY AND TO CREATE REFERENCE TIES TO THE CORNERS OF THE BUILDINGS DESCRIBED IN THIS CONDOMINIUM PLAT. THE CORNERS WERE ESTABLISHED FROM SURROUNDING MONUMENTATION.

## LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 6374 OR AS NOTED
- ◆ FOUND MAG NAIL AND WASHER MARKED PLS 6374 OR AS NOTED
- ⊙ FOUND 5/8" REBAR WITH NO CAP
- SET 5/8" X 30" REBAR WITH PINK PLASTIC CAP MARKED ACE PLS 8249
- CALCULATED POINT, NOTHING FOUND OR SET
- ◆ TBM



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Post Falls, Idaho 83854  
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FAX:(208)777-2128  
www.acesolutions.pro

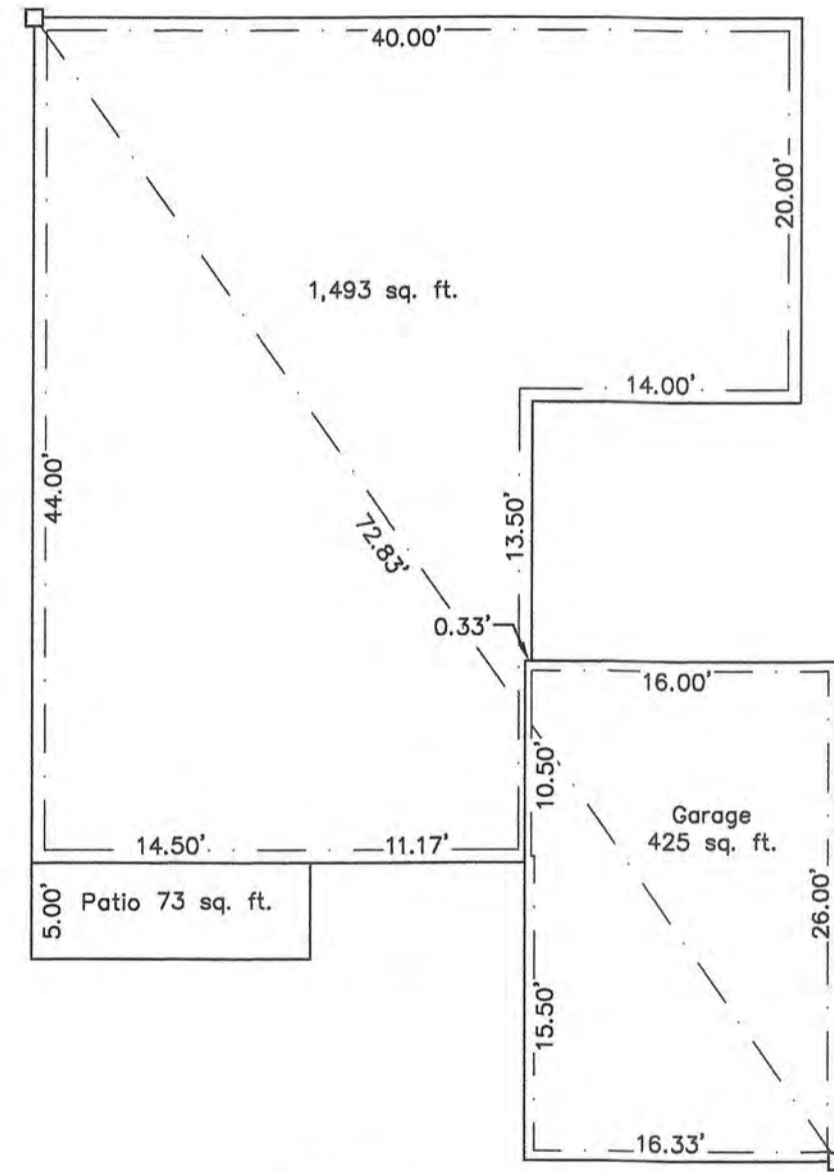
**ACE SOLUTIONS**  
Advanced Consulting and Engineering Solutions

**GILBERT TOWNHOME CONDOMINIUM PLAT**  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

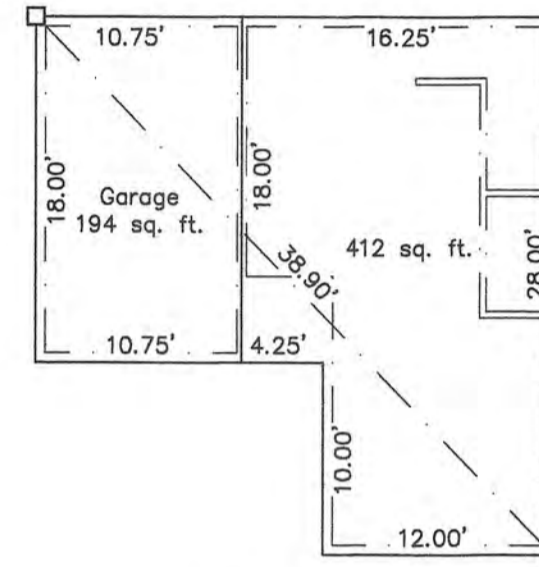
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CHECKED BY: RJG	SCALE: 1" = 20'	PROJ #: 19-034 SHEET 1 of 4

# GILBERT TOWNHOME CONDOMINIUM

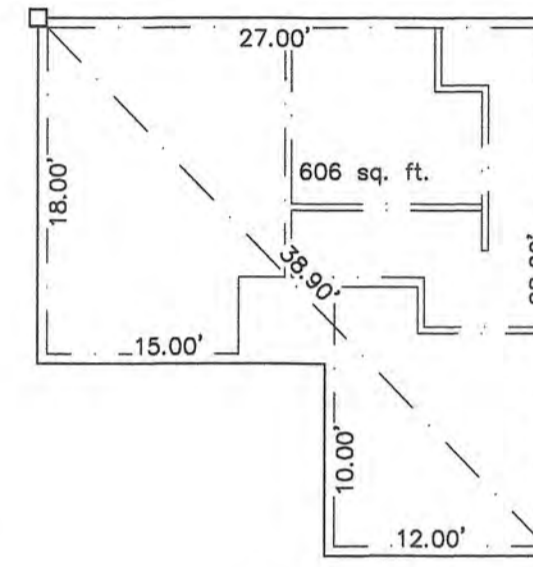
PLAT OF LOTS 241 AND 242 OF BEST LAND ANNEX BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



MAIN FLOOR  
**UNIT 3**  
GARAGE F.F. ELEV: 96.64

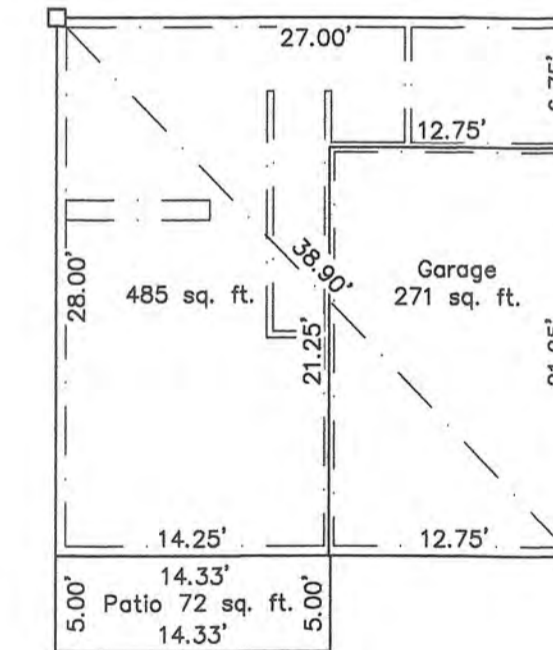


MAIN FLOOR

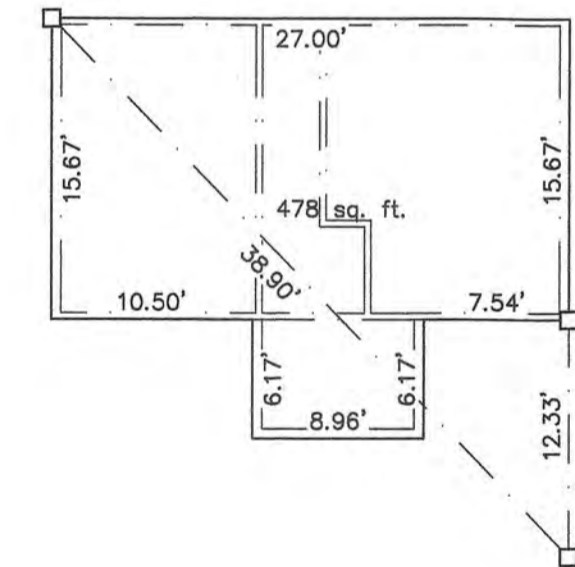


SECOND FLOOR

**UNIT 1**  
GARAGE F.F. ELEV: 96.83



MAIN FLOOR

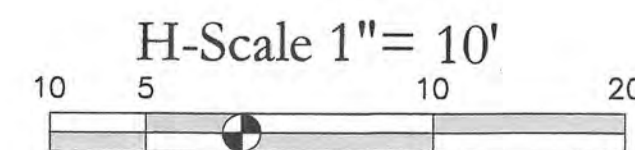


SECOND FLOOR

**UNIT 2**  
GARAGE F.F. ELEV: 97.35

BASIS OF ELEVATION  
TBM: ASSUMED ELEVATION 97.30

SEE SHEET 1 FOR TBM LOCATION.



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FAX: (208) 777-2128  
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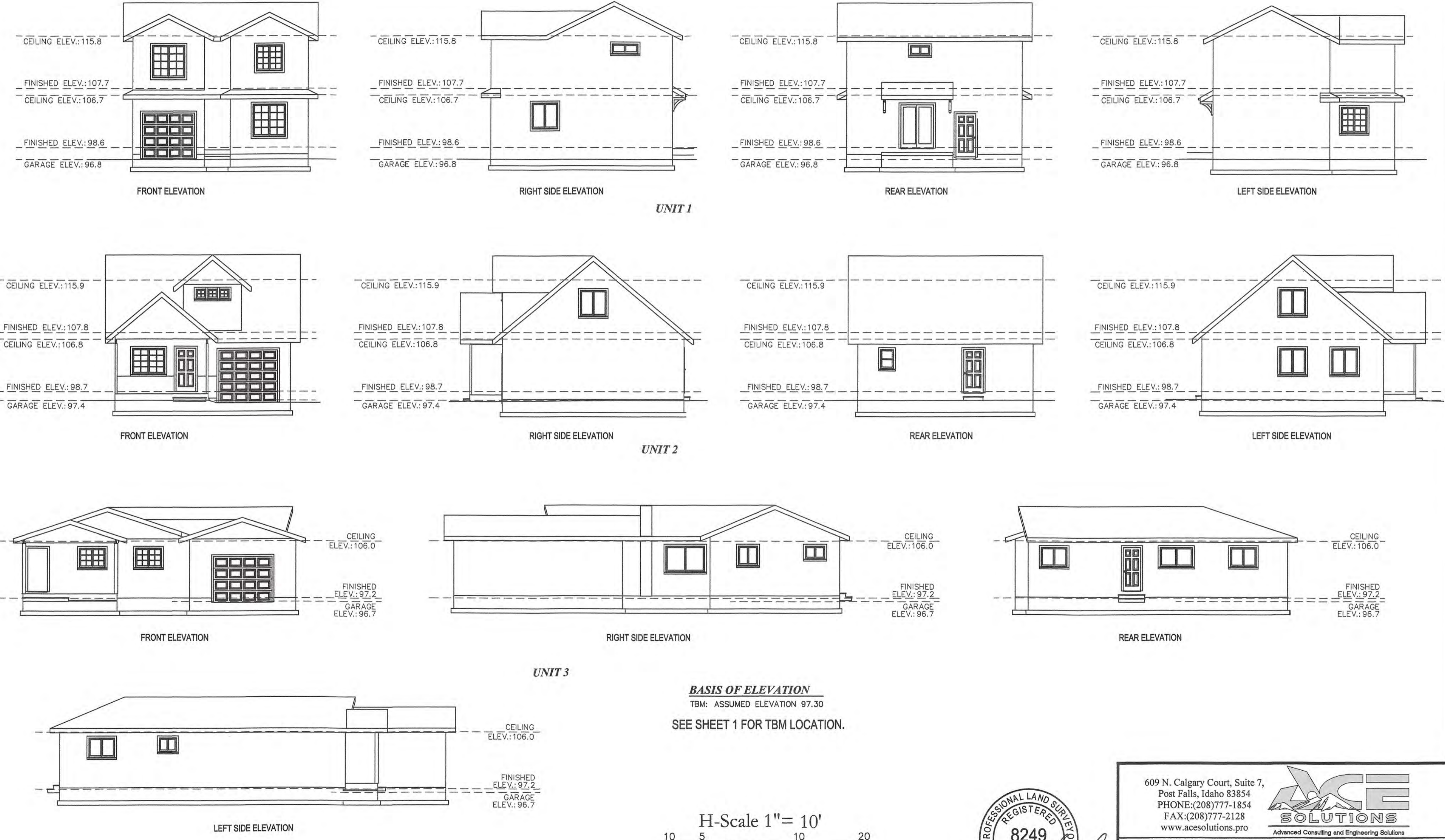


**GILBERT TOWNHOME CONDOMINIUM PLAT**  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

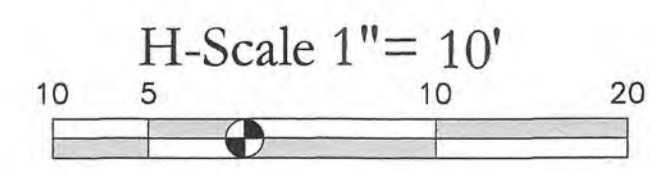
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CHECKED BY: RJG	SCALE: 1" = 10'	PROJ #: 19-034 SHEET 2 of 4

# GILBERT TOWNHOME CONDOMINIUM

PLAT OF LOTS 241 AND 242 OF BEST LAND ANNEX BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



**BASIS OF ELEVATION**  
TBM: ASSUMED ELEVATION 97.30  
SEE SHEET 1 FOR TBM LOCATION.



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**GILBERT TOWNHOME CONDOMINIUM PLAT**  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: JM	DATE: 9/25/19	DWG NAME: 19-034_CPLAT
CHECKED BY: RJG	SCALE: 1" = 10'	PROJ #: 19-034 SHEET 3 of 4

# GILBERT TOWNHOME CONDOMINIUM

BOOK PAGE  
INST. #

PLAT OF LOTS 241 AND 242 OF BEST LAND ANNEX BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## OWNER CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT ROSS BROTHERS INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED IN THE WITHIN PLAT TO BE KNOWN AS GILBERT TOWNHOME CONDOMINIUM. SAID PARCEL OF LAND BEING A PLAT OF LOTS 241 AND 242 OF BEST LAND ANNEX, FILED IN BOOK C OF PLATS AT PAGE 173, RECORDS OF KOOTENAI COUNTY, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1 BEING A 5/8 INCH REBAR WITH 2-1/2 INCH ALUMINUM CAP MARKED PLS 5573 PER CP&F 1413377 FROM WHICH THE SOUTH SIXTEENTH CORNER BEARS N00°22'59"E A DISTANCE OF 1326.28 FEET; THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, N00°22'59"E A DISTANCE OF 714.95 FEET TO A POINT; THENCE, LEAVING SAID EAST LINE N89°20'54"W 25.00 FEET TO A CALCULATED POINT ON THE NORTH RIGHT OF WAY OF GILBERT AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY OF GILBERT AVENUE, N89°20'54"W A DISTANCE OF 816.54 FEET TO THE SOUTHEAST CORNER OF SAID LOT 242 BEING A 5/8 INCH REBAR WITH PINK PLASTIC CAP MARKED PLS 8249, BEING ALSO THE TRUE POINT OF BEGINNING.

THENCE, CONTINUING ALONG SAID NORTH RIGHT OF WAY, N89°20'54"W A DISTANCE OF 99.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 241 BEING A 5/8 INCH REBAR WITH PINK PLASTIC CAP MARKED PLS 8249 AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY AND THE EAST RIGHT OF WAY OF 12TH STREET;

THENCE, ALONG SAID EAST RIGHT OF WAY OF 12TH STREET, N00°44'32"E A DISTANCE OF 100.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 241 BEING A 5/8 INCH REBAR WITH PINK PLASTIC CAP MARKED PLS 8249;

THENCE, ALONG THE NORTH LINE OF SAID LOTS 241 AND 242, S89°20'54"E A DISTANCE OF 99.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 242 BEING A 5/8 INCH REBAR WITH PINK PLASTIC CAP MARKED PLS 8249;

THENCE, ALONG THE EAST LINE OF SAID LOT 242, S00°44'32"W A DISTANCE OF 100.12 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10,008 sq. ft. OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

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

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

UNITS WITHIN THE PLAT SUBJECT TO THE CONDOMINIUM DECLARATIONS RECORDED UNDER INSTRUMENT NO. \_\_\_\_\_ RECORDS OF KOOTENAI COUNTY.

Brenny Ross Managing Member  
BRENNY ROSS, MANAGING MEMBER  
ROSS BROTHERS INVESTMENTS, LLC.

9/22/2020  
DATE

## CONSENT TO RECORDATION

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER THAT CERTAIN DEED OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON DATED JULY 21, 2009, RECORDED JULY 22, 2009, AS INSTRUMENT NUMBER 2223495000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURES AS EVIDENCE OF THEIR CONSENT TO THE SUBDIVISION OF THE SUBJECT PROPERTY AND TO THE RECORDATION OF THIS PLAT.

THIS 23rd DAY OF September, 2020

STATE OF Idaho } S.S.  
COUNTY OF Kootenai

COMMUNITY 1ST BANK

BY: [Signature]  
ITS: Idaho Member President



ON THIS 23rd DAY OF September, 2020, BEFORE ME, Sarah Clifton, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Jerry Wain, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]  
NOTARY PUBLIC FOR STATE OF Idaho  
RESIDING AT Post Falls  
COMMISSION EXPIRES 8/13/2026

## NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGEMENT

STATE OF Idaho } SS  
COUNTY OF Kootenai

ON THIS 22nd DAY OF September, IN THE YEAR 2020, BEFORE ME, Kathleen M. Christman, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Brenny Ross, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

[Signature]  
NOTARY PUBLIC FOR STATE OF Idaho  
RESIDING AT Post Falls  
COMMISSION EXPIRES July 6, 2023



SEAL

## COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, STATE OF IDAHO, AT THE REQUEST OF ACE SOLUTIONS, LLC THIS DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. AS INSTRUMENT NUMBER \_\_\_\_\_ AND DULY RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGE \_\_\_\_\_

BY DEPUTY: \_\_\_\_\_ \$ \_\_\_\_\_  
FOR JIM BRANNON, CLERK

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 21, 2019.

DATED THIS 25th DAY OF September, 2020.

[Signature]  
KOOTENAI COUNTY TREASURER Chief Deputy

## CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF COEUR D'ALENE, ENGINEER

COEUR D'ALENE CITY CLERK

## PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS ARE REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF COEUR D'ALENE 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 EXTENSIONS 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 REIMPOSED, 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.

DATE: 9-24-20

HEALTH DISTRICT SIGNATURE: [Signature]

## COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

KOOTENAI COUNTY SURVEYOR



## SURVEYOR'S CERTIFICATE

I, JOSEPH HASSELL, PLS 8249, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

[Signature]  
JOSEPH E. HASSELL  
P.L.S. 8249



SEAL

609 N. Calgary Court, Suite 7,  
Post Falls, Idaho 83854  
PHONE: (208) 777-1854  
FAX: (208) 777-2128  
www.acesolutions.pro



**GILBERT TOWNHOME CONDOMINIUM PLAT**  
**CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

DRAWN BY: JM	DATE: 9/25/19	DWG NAME: 19-034_CPLAT
CHECKED BY: RJG	SCALE: 1" = N.T.S.	PROJ #: 19-034
		SHEET 4 of 4

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 20, 2020  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** S-3-19, Atlas Waterfront First Addition: Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

Approval of the final plat document, a seventy-seven (77) lot, two (2) tract commercial development.

**HISTORY**

- a. Applicant: Scott Hoskins, Chairman of the Board  
Coeur d'Alene Urban Renewal Agency  
A/K/A Lake City Development Corporation  
105 N. 1<sup>st</sup> Street  
Coeur d'Alene, Idaho 83814  
  
Steve Widmyer, Mayor  
City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814
- b. Location: 3074 W. Seltice Way, Immediately south of Seltice Way and West of the Centennial Trail and north of the Spokane River, also, known as the Atlas Mill Site.
- c. Previous Action:
  - 1. Preliminary plat approval, November 12, 2019.

**PERFORMANCE ANALYSIS**

This commercial development is located in Government Lots 1,2,3,4 and the NE ¼ of Section 10, Township 50 North, Range 4 West in Coeur d'Alene. The Certificate of Occupancy will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City.

**DECISION POINT RECOMMENDATION**

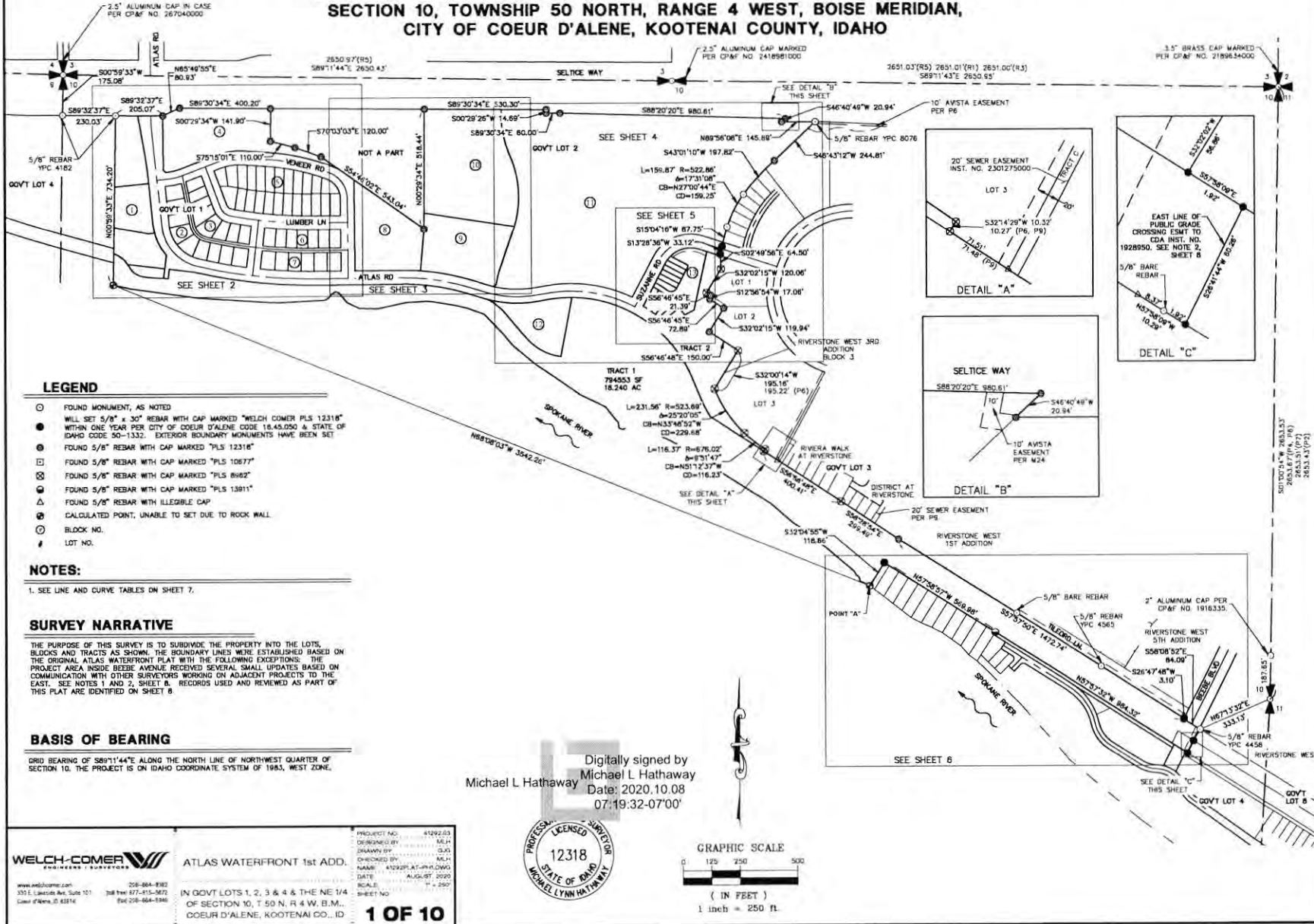
Approval of the final plat document.



# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_



**LEGEND**

- FOUND MONUMENT, AS NOTED
- WILL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 18.43.050 & STATE OF IDAHO CODE 50-1332. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
- ⊗ FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
- ⊗ FOUND 5/8" REBAR WITH CAP MARKED "PLS 10877"
- ⊗ FOUND 5/8" REBAR WITH CAP MARKED "PLS 8082"
- ⊗ FOUND 5/8" REBAR WITH CAP MARKED "PLS 13811"
- ⊗ FOUND 5/8" REBAR WITH ILLEGIBLE CAP
- △ CALCULATED POINT, UNABLE TO SET DUE TO ROCK WALL
- ⊙ BLOCK NO.
- # LOT NO.

**NOTES:**

1. SEE LINE AND CURVE TABLES ON SHEET 7.

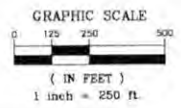
**SURVEY NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY INTO THE LOTS, BLOCKS AND TRACTS AS SHOWN. THE BOUNDARY LINES WERE ESTABLISHED BASED ON THE ORIGINAL ATLAS WATERFRONT PLAT WITH THE FOLLOWING EXCEPTIONS: THE PROJECT AREA INSIDE BEZBE AVENUE RECEIVED SEVERAL SMALL UPDATES BASED ON COMMUNICATION WITH OTHER SURVEYORS WORKING ON ADJACENT PROJECTS TO THE EAST. SEE NOTES 1 AND 2, SHEET B. RECORDS USED AND REVIEWED AS PART OF THIS PLAT ARE IDENTIFIED ON SHEET B.

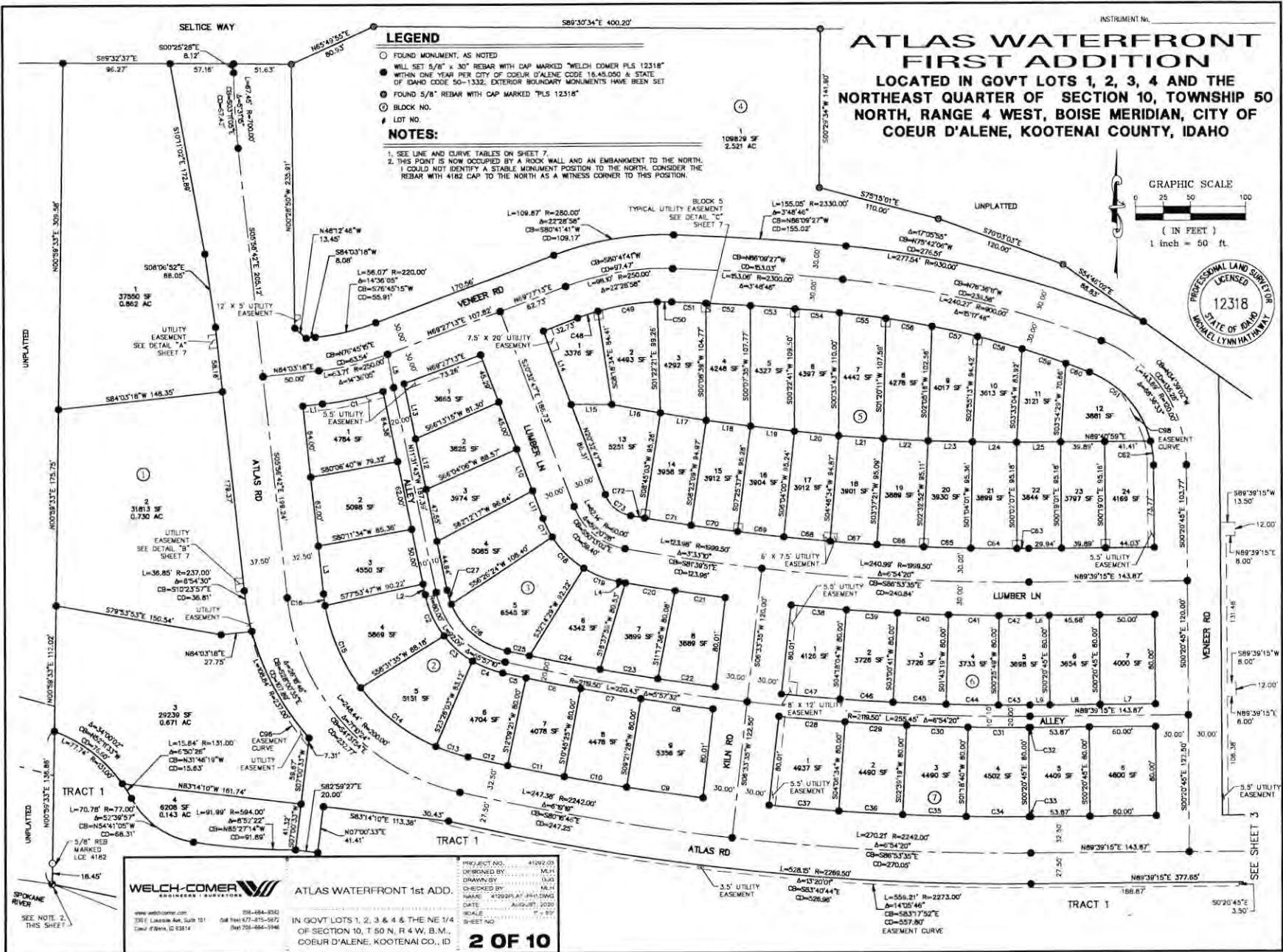
**BASIS OF BEARING**

GRID BEARING OF S89°11'44"E ALONG THE NORTH LINE OF NORTHWEST QUARTER OF SECTION 10. THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE.

Digitally signed by Michael L Hathaway  
Date: 2020.10.08 07:19:32-0700'



<p style="font-size: small;">www.welchcomer.com 330 E. Lakeside Ave. Suite 101 Coeur d'Alene, ID 83316</p> <p style="font-size: small;">208-664-8382 368 West 877-815-9672 Fax: 208-664-8386</p>	<p>PROJECT NO. 41922.03 DRAWN BY: M.L.H. CHECKED BY: M.L.H. NAME: MICHAEL L. HATHAWAY DATE: AUGUST 2020 SCALE: 1" = 250' SHEET NO. _____</p> <p>ATLAS WATERFRONT 1st ADD.</p> <p>IN GOV'T LOTS 1, 2, 3 &amp; 4 &amp; THE NE 1/4 OF SECTION 10, T. 50 N, R. 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID</p> <p style="text-align: right; font-weight: bold; font-size: 1.2em;">1 OF 10</p>
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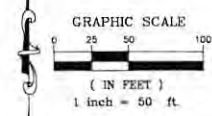
**LEGEND**

- FOUND MONUMENT, AS NOTED
- WILL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH CORNER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 16.45.000 & STATE OF IDAHO CODE 50-1332. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
- FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
- BLOCK NO.
- LOT NO.

**NOTES:**

1. SEE LINE AND CURVE TABLES ON SHEET 7.
2. THIS POINT IS NOW OCCUPIED BY A ROCK WALL AND AN EMBANKMENT TO THE NORTH. I COULD NOT IDENTIFY A STABLE MONUMENT POSITION TO THE NORTH. CONSIDER THE REBAR WITH 4182 CAP TO THE NORTH AS A WITNESS CORNER TO THIS POSITION.

**ATLAS WATERFRONT FIRST ADDITION**  
 LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



**WELCH-CORNER**  
 ENGINEERS & SURVEYORS

**ATLAS WATERFRONT 1st ADD.**

IN GOV'T LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T. 50 N., R. 4 W., B.M., COEUR D'ALENE, KOOTENAI CO., ID

PROJECT NO. 41992-09  
 ORDERED BY MCA  
 DRAWN BY MCA  
 CHECKED BY MCA  
 NAME 4/29/2014  
 DATE AUGUST, 2009  
 SCALE 1" = 50'  
 SHEET NO. 2 OF 10

www.welch-corner.com 206-464-8342  
 1301 E. Lakeside Ave., Suite 101 509-461-7715-2672  
 Coeur d'Alene, ID 83814 206-753-864-3966

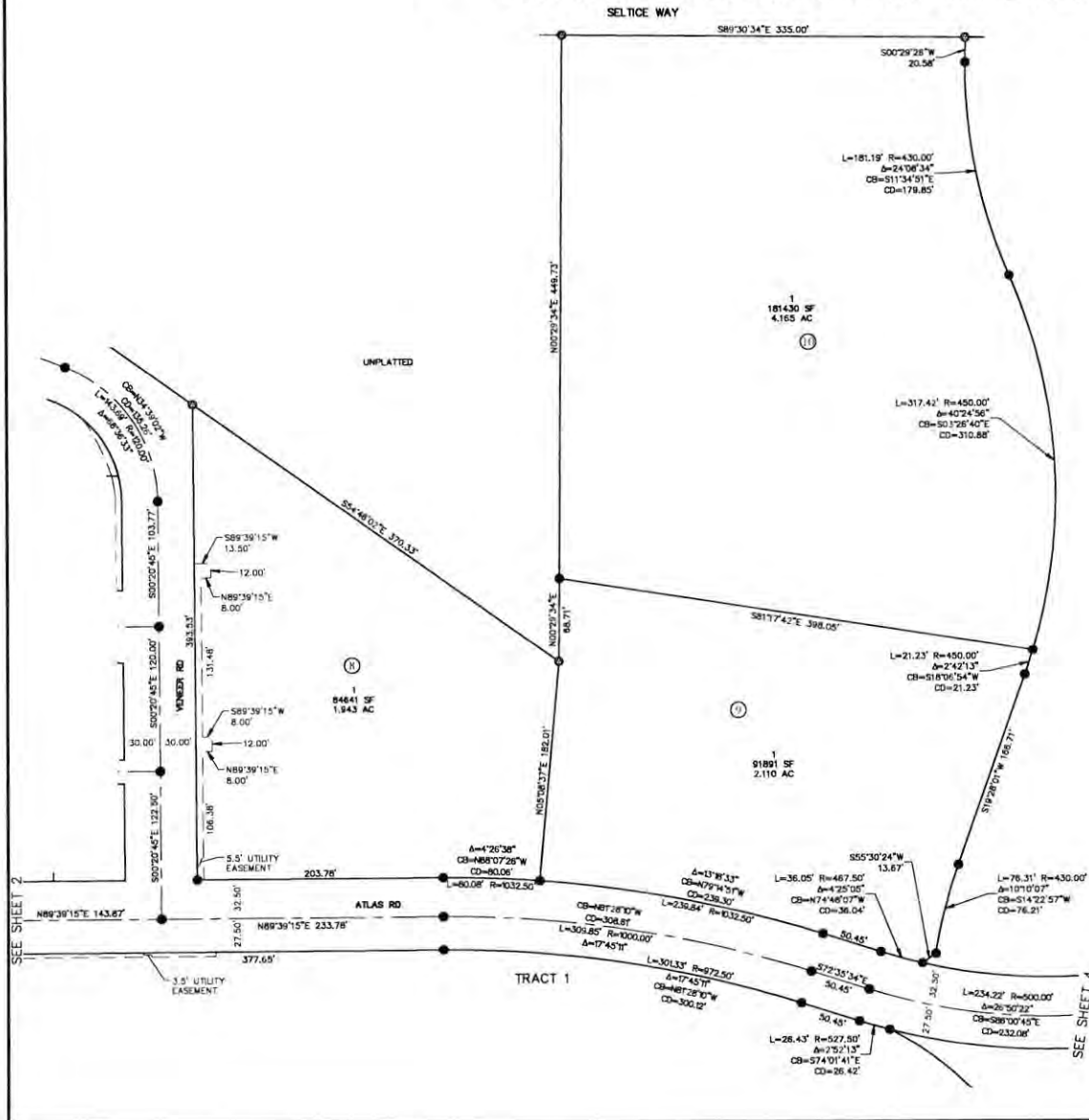
SEE NOTE 2, THIS SHEET

SEE SHEET 3

# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_

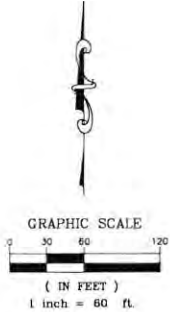


### LEGEND

- FOUND MONUMENT, AS NOTED
- WELL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH CORNER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 16.45.050 & STATE OF IDAHO CODE 50-1332. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
- FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
- ⊠ FOUND 5/8" REBAR WITH CAP MARKED "PLS 10677"
- ⊞ FOUND 5/8" REBAR WITH CAP MARKED "PLS 8092"
- ⊚ FOUND 5/8" REBAR WITH CAP MARKED "PLS 13911"
- △ FOUND 5/8" REBAR WITH ILLEGIBLE CAP
- ⊙ CALCULATED POINT, UNABLE TO SET DUE TO ROCK WALL
- ⊖ BLOCK NO.
- ⊕ LOT NO.

### NOTES:

1. SEE LINE AND CURVE TABLES ON SHEET 7.

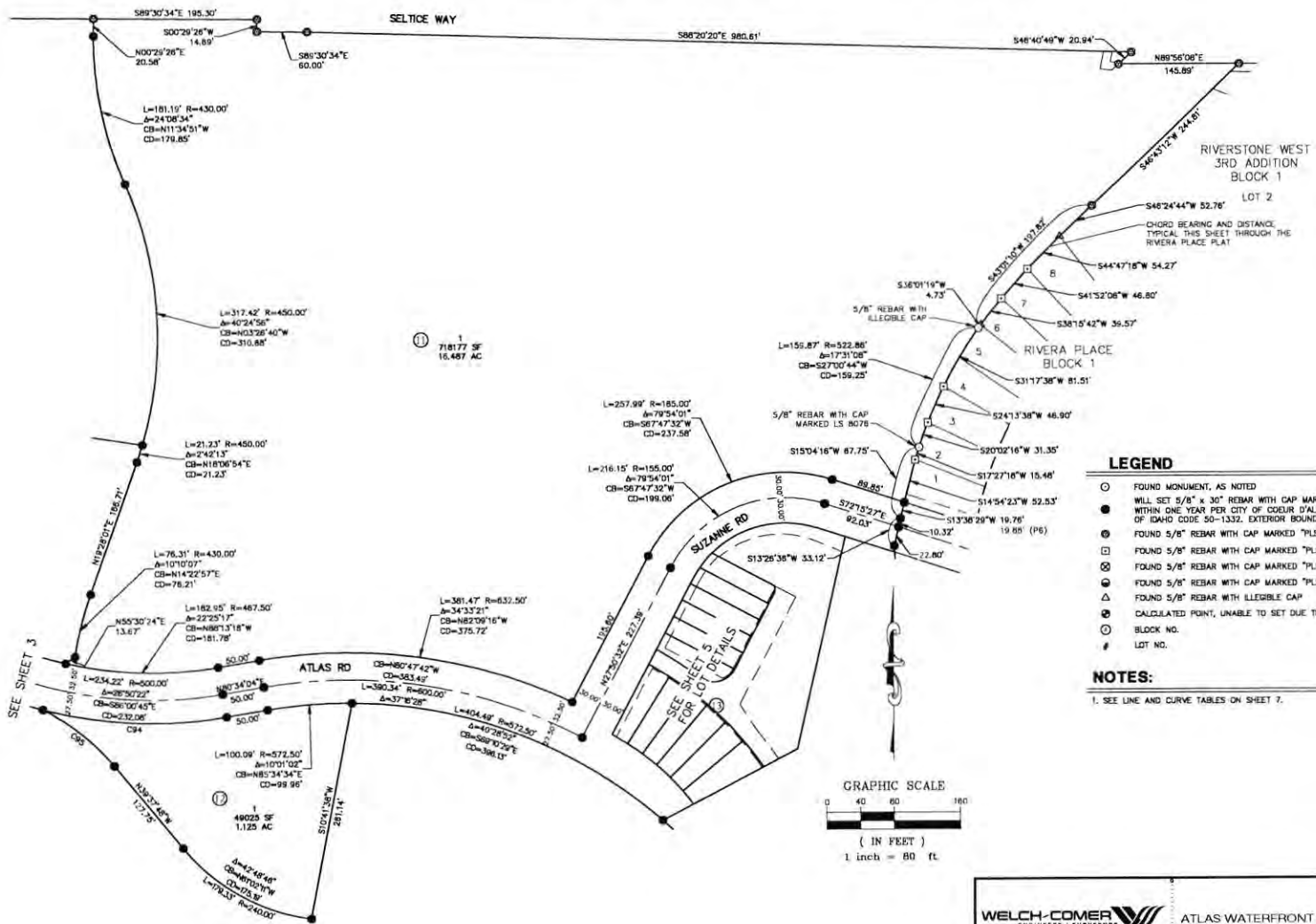


<b>WELCH-COMER</b> PROFESSIONAL SURVEYORS www.welchcomer.com 330 S. Lincoln Ave., Suite 101 Coeur d'Alene, ID 83814	208-864-8882 Fax 208-871-8111-8672 Fax 208-864-5886	PROJECT NO. 42093-01 DESIGNED BY M.L.H. DRAWN BY G.J.S. CHECKED BY M.L.H. NAME: 42093-PLAT-01.DWG DATE: AUGUST, 2020 SCALE: 1" = 60' SHEET NO.
		ATLAS WATERFRONT 1st ADD. IN GOV'T LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID

# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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



- ### LEGEND
- FOUND MONUMENT, AS NOTED
  - WILL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 18.45.050 & STATE OF IDAHO CODE 50-1332. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
  - ⊗ FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
  - ⊙ FOUND 5/8" REBAR WITH CAP MARKED "PLS 10677"
  - ⊕ FOUND 5/8" REBAR WITH CAP MARKED "PLS 8962"
  - ⊖ FOUND 5/8" REBAR WITH CAP MARKED "PLS 13911"
  - △ FOUND 5/8" REBAR WITH ILLEGIBLE CAP
  - ⊙ CALCULATED POINT, UNABLE TO SET DUE TO ROCK WALL
  - ⊙ BLOCK NO.
  - # LOT NO.

**NOTES:**  
1. SEE LINE AND CURVE TABLES ON SHEET 7.



<p><b>WELCH-COMER</b> ENGINEERING SOLUTIONS</p> <p>www.welchcomer.com 333 E. Lakeside Ave., Suite 101 Coeur d'Alene, ID 83814</p> <p>208-864-8822 (800) 877-815-8872 (208) 208-884-8846</p>	<p><b>ATLAS WATERFRONT 1st ADD.</b></p> <p>IN GOV'T LOTS 1, 2, 3 &amp; 4 &amp; THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID</p>	<p>PROJECT NO. 41999-03 DESIGNED BY M.L.H. DRAWN BY G.J.S. CHECKED BY M.L.H. NAME 41999PLAT-1-120605 DATE AUGUST 2020 SCALE 1" = 80' INSTRUMENT NO.</p>
	<p>4 OF 10</p>	

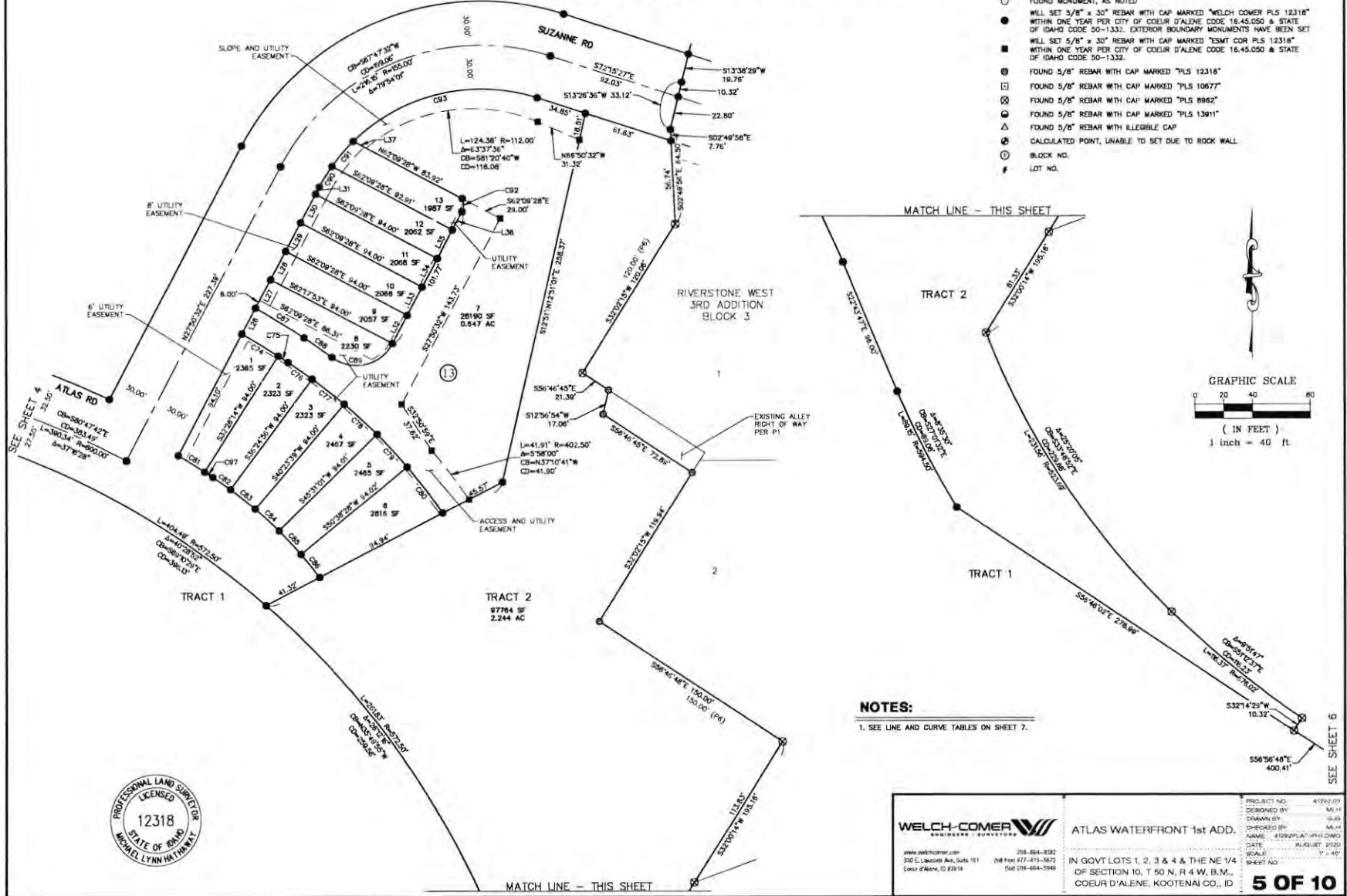
# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_

### LEGEND

- FOUND MONUMENT, AS NOTED
- WILL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH-COMER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 16.45.050 & STATE OF IDAHO CODE 50-1333. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
- WILL SET 5/8" x 30" REBAR WITH CAP MARKED "SMT COR PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 16.45.050 & STATE OF IDAHO CODE 50-1333.
- ⊙ FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
- ⊠ FOUND 5/8" REBAR WITH CAP MARKED "PLS 10677"
- ⊞ FOUND 5/8" REBAR WITH CAP MARKED "PLS 8962"
- ⊚ FOUND 5/8" REBAR WITH CAP MARKED "PLS 13811"
- △ FOUND 5/8" REBAR WITH ILLEGIBLE CAP
- ⊙ CALCULATED POINT, UNABLE TO SET DUE TO ROCK WALL
- ⊙ BLOCK NO.
- ⊙ LOT NO.



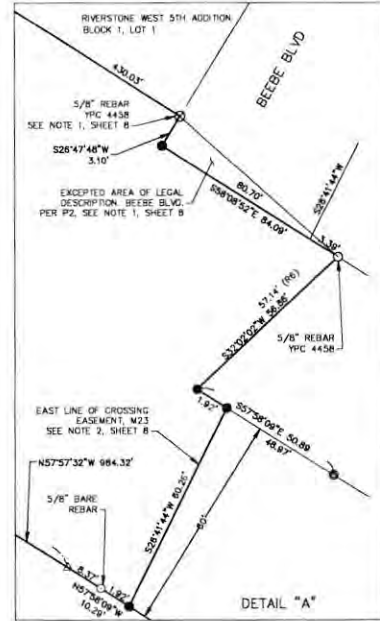
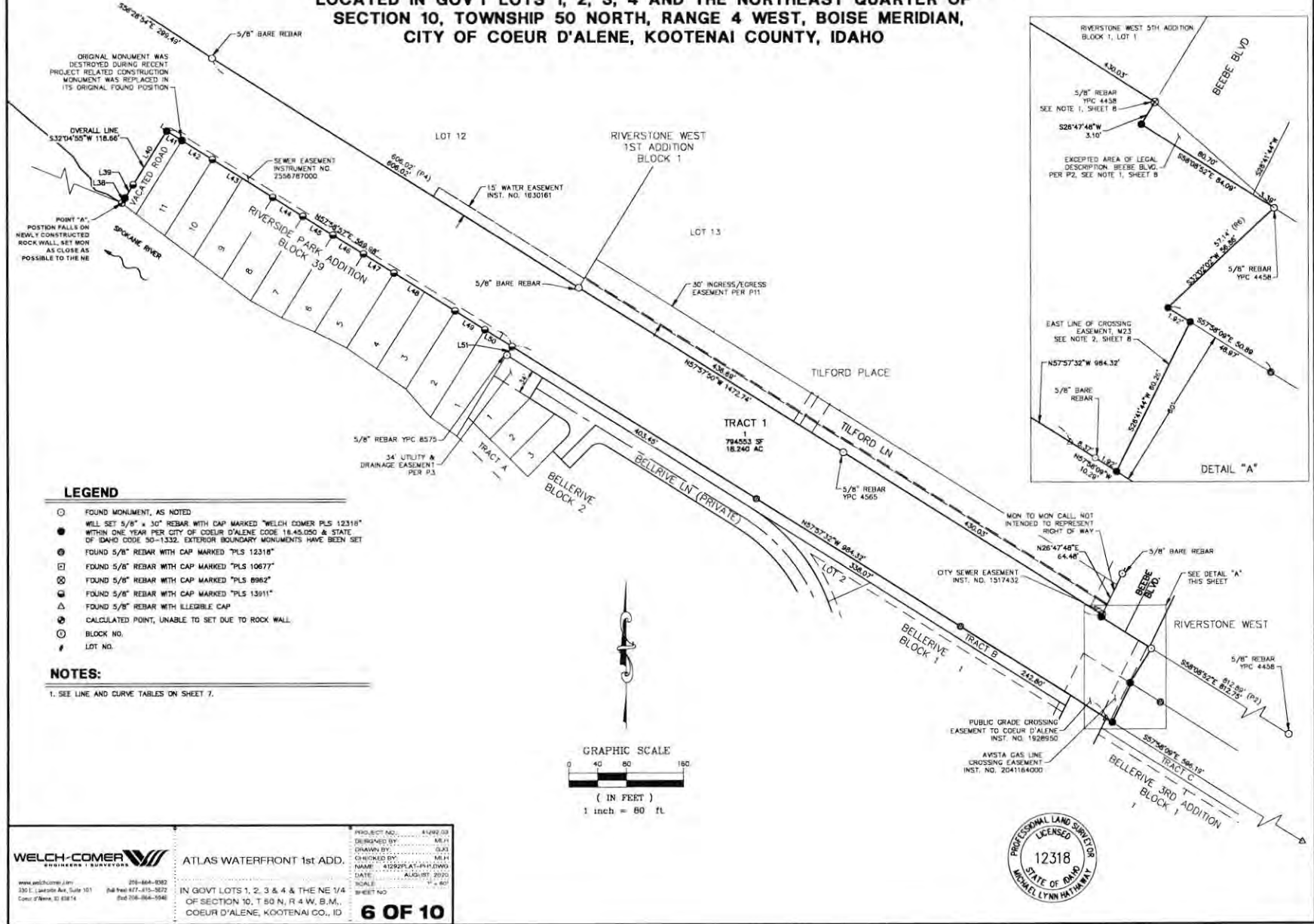
**NOTES:**  
1. SEE LINE AND CURVE TABLES ON SHEET 7.

<b>WELCH-COMER</b> ENGINEERS & SURVEYORS www.welchcomer.com 230 E. Jackson Ave., Suite 101 Coeur d'Alene, ID 83814		208-864-8382 (M) 888-477-2155-3872 (F) 208-864-5966		PROJECT NO. 41292-019 DESIGNED BY: M.L.H. DRAWN BY: G.L.S. CHECKED BY: M.L.H. NAME: STEPHEN A. WELCH DATE: AUGUST 2020 SCALE: 1" = 40' SHEET NO.
ATLAS WATERFRONT 1st ADD. IN GOV'T LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T. 50 N., R. 4 W., B.M., COEUR D'ALENE, KOOTENAI CO., ID			<b>5 OF 10</b>	

# ATLAS WATERFRONT FIRST ADDITION

INSTRUMENT NO. \_\_\_\_\_

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- LEGEND**
- FOUND MONUMENT, AS NOTED
  - WELL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH CORNER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 18.45.050 & STATE OF IDAHO DODGE 50-1332. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
  - ⊙ FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
  - ⊠ FOUND 5/8" REBAR WITH CAP MARKED "PLS 10677"
  - ⊚ FOUND 5/8" REBAR WITH CAP MARKED "PLS B982"
  - ⊛ FOUND 5/8" REBAR WITH CAP MARKED "PLS 13911"
  - △ FOUND 5/8" REBAR WITH ILLISIBLE CAP
  - ⊕ CALCULATED POINT, UNABLE TO SET DUE TO ROCK WALL
  - ⊙ BLOCK NO.
  - # LOT NO.
- NOTES:**
1. SEE LINE AND CURVE TABLES ON SHEET 7.



<p>www.welchcomer.com 330 E. Laramie Ave., Suite 101 Coeur d'Alene, ID 83814</p>	<p>209-844-8382 Fax: 209-847-410-3872 209-844-9346</p>	<p>PROJECT NO. 41492-03</p>
		<p>DESIGNED BY: M.F.</p>
<p>ATLAS WATERFRONT 1st ADD.</p>	<p>IN GOV'T LOTS 1, 2, 3 &amp; 4 &amp; THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID</p>	<p>DRAWN BY: S.J.S.</p>
		<p>CHECKED BY: M.H.</p>
		<p>NAME: 41292PLAT-FH1-DW00</p>
		<p>DATE: AUG 08 2020</p>
		<p>SCALE: 1" = 80'</p>
		<p>SHEET NO. 6 OF 10</p>



# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	280.00'	11724.17'	55.73'	N78°21'08"E	55.64'
C2	90.00'	33°56'41"	40.75'	S24°30'04"E	40.41'
C3	90.00'	21°39'24"	34.02'	S48°18'06"E	33.82'
C4	90.00'	18°21'00"	28.83'	S68°18'21"E	28.70'
C5	2129.50'	0°34'38"	21.46'	S77°46'13"E	21.46'
C6	2129.50'	1°20'43"	50.00'	S78°43'34"E	50.00'
C7	2129.50'	1°28'47"	55.00'	S80°08'39"E	55.00'
C8	2129.50'	1°44'56"	65.00'	S81°45'31"E	65.00'
C9	2209.50'	1°47'13"	68.91'	N81°46'08"W	68.91'
C10	2209.50'	1°28'37"	56.96'	N80°08'13"W	56.95'
C11	2209.50'	1°20'50"	51.95'	N78°43'27"W	51.95'
C12	2209.50'	0°53'58"	35.97'	N77°35'09"W	35.97'
C13	167.50'	10°20'56"	30.26'	N71°56'37"W	30.21'
C14	167.50'	29°33'50"	86.53'	N51°58'11"W	85.57'
C15	167.50'	27°38'50"	80.82'	N23°20'48"W	80.04'
C16	167.50'	23°44'11"	10.46'	N74°03'17"W	10.46'
C17	90.00'	11°50'53"	18.61'	S28°28'14"E	18.58'
C18	90.00'	25°31'03"	40.06'	S45°09'12"E	39.75'
C19	90.00'	21°58'33"	34.52'	S68°53'59"E	34.31'
C20	2029.50'	1°18'12"	44.99'	S80°40'46"E	44.99'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C21	2029.50'	1°16'44"	45.30'	S81°57'14"E	45.30'
C22	2109.50'	1°24'36"	51.92'	N81°55'14"W	51.81'
C23	2109.50'	1°29'31"	52.48'	N80°30'10"W	52.48'
C24	2109.50'	1°45'40"	64.84'	N78°34'34"W	64.83'
C25	2109.50'	0°32'31"	20.16'	N77°45'19"W	20.16'
C26	70.00'	5°07'41"	67.48'	N49°31'46"W	64.90'
C27	70.00'	10°42'59"	13.09'	N16°53'13"W	13.07'
C28	2129.50'	1°36'52"	60.00'	S83°05'17"E	60.00'
C29	2129.50'	1°28'38"	55.11'	S86°36'12"E	55.11'
C30	2129.50'	1°29'05"	55.18'	S88°02'14"E	55.18'
C31	2129.50'	1°28'58"	55.11'	S86°54'15"E	55.11'
C32	2129.50'	0°02'01"	1.24'	N89°40'15"E	1.24'
C33	2209.50'	0°01'56"	1.24'	S89°40'19"W	1.24'
C34	2209.50'	1°28'21"	57.43'	N89°34'08"W	57.42'
C35	2209.50'	1°28'47"	57.06'	N88°05'05"W	57.06'
C36	2209.50'	2°35'41"	127.54'	N86°36'14"W	127.14'
C37	2209.50'	1°58'41"	63.42'	N85°02'26"W	63.42'
C38	2029.50'	1°24'42"	50.00'	S84°59'35"E	50.00'
C39	2029.50'	1°17'22"	45.68'	S86°20'37"E	45.68'
C40	2029.50'	1°17'22"	45.68'	S87°38'00"E	45.68'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C41	2029.50'	1°17'30"	45.76'	S86°55'26"E	45.76'
C42	2029.50'	0°46'34"	27.49'	S89°57'28"E	27.49'
C43	2109.50'	0°46'34"	26.57'	N89°57'28"W	26.57'
C44	2109.50'	1°17'30"	47.56'	N88°55'26"W	47.56'
C45	2109.50'	1°17'22"	47.48'	N87°38'00"W	47.48'
C46	2109.50'	1°17'22"	47.48'	N86°20'37"W	47.48'
C47	2109.50'	1°28'37"	53.15'	N84°58'37"W	53.15'
C48	220.00'	5°02'39"	19.37'	N71°58'32"E	19.36'
C49	220.00'	14°06'04"	54.14'	N81°32'54"E	54.01'
C50	220.00'	3°20'14"	12.81'	S89°43'57"E	12.81'
C51	2270.00'	0°46'18"	30.57'	S87°40'41"E	30.57'
C52	2270.00'	1°00'34"	39.99'	S86°47'15"E	39.99'
C53	2270.00'	1°00'47"	40.14'	S85°46'35"E	40.14'
C54	2270.00'	1°01'00"	40.36'	S84°45'37"E	40.36'
C55	870.00'	2°44'58"	41.75'	S82°52'35"E	41.74'
C56	870.00'	2°56'41"	41.76'	S80°07'36"E	41.76'
C57	870.00'	2°48'20"	42.09'	S77°21'55"E	42.09'
C58	870.00'	2°45'27"	41.87'	S74°36'02"E	41.87'
C59	870.00'	2°45'23"	41.85'	S71°50'36"E	41.85'
C60	870.00'	1°30'37"	22.93'	S69°42'37"E	22.93'

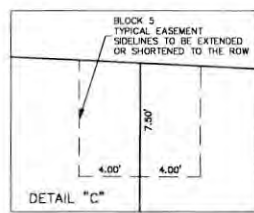
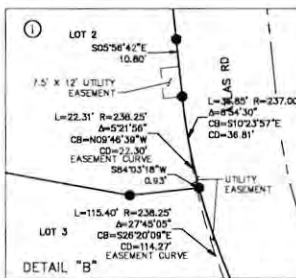
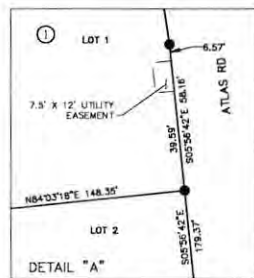
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C61	90.00'	54°52'12"	86.19'	S41°31'12"E	82.93'
C62	90.00'	13°44'22"	21.58'	S71°27'56"E	21.53'
C63	1969.50'	0°18'38"	10.67'	S89°46'34"W	10.67'
C64	1969.50'	1°12'50"	41.81'	N89°25'37"W	41.81'
C65	1969.50'	1°14'08"	42.47'	N88°23'04"W	42.47'
C66	1969.50'	1°12'53"	41.73'	N86°58'34"W	41.73'
C67	1969.50'	1°13'18"	42.00'	N85°45'28"W	42.00'
C68	1969.50'	1°13'39"	42.20'	N84°31'58"W	42.20'
C69	1969.50'	1°13'27"	42.08'	N83°18'26"W	42.08'
C70	1969.50'	1°13'07"	41.89'	N82°05'09"W	41.89'
C71	1969.50'	1°13'07"	41.89'	N80°52'02"W	41.89'
C72	1969.50'	0°22'13"	12.73'	N80°04'22"W	12.73'
C73	30.00'	59°20'28"	31.07'	N50°13'02"W	29.70'
C74	714.50'	2°19'13"	28.93'	N58°35'29"W	28.93'
C75	714.50'	0°38'23"	7.98'	N57°06'41"W	7.98'
C76	382.50'	2°56'41"	20.00'	N55°17'38"W	19.99'
C77	382.50'	4°11'25"	27.97'	N51°42'04"W	27.97'
C78	382.50'	4°33'40"	30.45'	N47°19'31"W	30.44'
C79	382.50'	4°33'27"	30.43'	N42°43'58"W	30.42'
C80	382.50'	5°56'36"	39.68'	N37°30'56"W	39.66'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C81	620.50'	1°58'31"	21.39'	N58°23'56"W	21.39'
C82	288.50'	2°55'35"	14.74'	N55°19'42"W	14.73'
C83	288.50'	4°15'33"	21.45'	N51°44'08"W	21.44'
C84	288.50'	4°22'41"	22.05'	N47°23'01"W	22.04'
C85	288.50'	4°22'22"	22.02'	N43°02'29"W	22.01'
C86	288.50'	4°00'58"	20.22'	N38°50'49"W	20.22'
C87	734.50'	3°01'32"	38.79'	S58°18'15"E	38.78'
C88	402.50'	3°18'40"	23.26'	S55°08'09"E	23.26'
C89	28.00'	98°40'39"	48.22'	N77°10'51"E	42.48'
C90	125.00'	7°35'05"	16.55'	N31°38'04"E	16.54'
C91	125.00'	10°21'13"	22.59'	N40°36'13"E	22.56'
C92	10.00'	53°07'48"	9.27'	N11°16'38"E	8.94'
C93	125.00'	61°57'43"	135.18'	N76°45'41"E	128.69'
C94	527.50'	23°58'09"	220.68'	S87°26'32"E	219.07'
C95	262.00'	23°48'24"	108.86'	N51°32'00"W	108.08'
C96	238.25'	33°07'01"	137.71'	S23°39'11"E	135.80'
C97	620.50'	0°37'11"	6.71'	N57°06'05"W	6.71'
C98	169.80'	17°54'51"	53.09'	N26°51'27"W	52.87'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N84°03'18"E	17.50'
L2	S11°31'43"E	9.80'
L3	N5°56'42"W	43.24'
L4	S79°57'56"E	5.55'
L5	N10°02'50"W	30.44'
L6	N89°39'15"E	18.19'
L7	S89°39'15"W	50.00'
L8	S89°39'14"W	45.68'
L9	S89°39'17"W	18.19'
L10	S20°32'47"E	40.00'
L11	S20°32'47"E	26.44'
L12	N11°31'43"W	46.22'
L13	N11°31'43"W	50.50'
L14	N20°32'47"W	70.42'
L15	N89°50'10"W	36.55'
L16	N79°53'04"W	44.29'
L17	N80°27'49"W	41.28'
L18	N82°31'23"W	40.30'
L19	N83°14'55"W	38.82'
L20	N84°00'23"W	40.06'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L21	N86°04'32"W	40.08'
L22	N86°56'57"W	39.97'
L23	N88°33'14"W	40.01'
L24	N89°10'05"W	39.98'
L25	S89°40'59"W	40.15'
L26	N27°50'32"E	20.02'
L27	N27°50'32"E	22.00'
L28	N27°50'32"E	22.00'
L29	N27°50'32"E	22.00'
L30	N27°50'32"E	22.00'
L31	N27°50'32"E	5.50'
L32	N27°50'32"E	21.77'
L33	N27°50'32"E	22.00'
L34	N27°50'32"E	22.00'
L35	N27°50'32"E	22.00'
L36	N27°50'32"E	14.00'
L37	N62°09'28"W	9.96'
L38	S32°04'55"W	8.15'
L39	N32°04'55"E	21.84'
L40	N32°04'55"E	88.67'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L41	S57°58'57"E	25.00'
L42	S57°58'57"E	50.03'
L43	S57°58'57"E	99.98'
L44	S57°58'57"E	49.99'
L45	S57°58'57"E	49.92'
L46	S57°58'57"E	50.02'
L47	S57°58'57"E	50.00'
L48	S57°58'57"E	99.99'
L49	S57°58'57"E	50.06'
L50	S57°58'57"E	44.93'
L51	S32°39'14"W	14.17'



<b>WELCH-COMER</b> <small>ENGINEERS &amp; SURVEYORS</small>		ATLAS WATERFRONT 1st ADD.	
www.welchcomer.com 730 E. Lakeside Ave., Suite 101 Coeur d'Alene, ID 83814	208-664-8882 Cell 781-811-5872 Fax 208-664-5984	PROJECT NO. 41292.03 DESIGNED BY: MLL DRAWN BY: CLG CHECKED BY: VCH NAME: ATLAS WATERFRONT.DWG DATE: AUGUST 2020 SCALE: AS SHOWN SHEET NO.:	IN GOV'T LOTS 1, 2, 3 & 4 AND THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID <b>7 OF 10</b>

# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF  
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_

**MISC. REFERENCES:** RECORDS OF KOOTENAI COUNTY

- M1) EASEMENT AGREEMENT RECORDED APRIL 27, 1904 IN BOOK 3 OF DEEDS, PAGE 514.
- M2) RESERVATION AND EASEMENT RECORDED DECEMBER 24, 1904 IN BOOK 36 OF DEEDS, PAGE 308.
- M3) RESERVATION RECORDED JULY 27, 1910 IN BOOK 40 OF DEEDS, PAGE 165.
- M4) RESERVATION RECORDED NOVEMBER 16, 1910 IN BOOK 41 OF DEEDS, PAGE 87.
- M5) EASEMENT RECORDED JUNE 2, 1919 IN BOOK 65 OF DEEDS, PAGE 316.
- M6) EASEMENT RECORDED JANUARY 31, 1940 IN BOOK 113 OF DEEDS, PAGE 24.
- M7) NEGATIVE EASEMENT RECORDED MAY 23, 1949 IN BOOK 141 OF DEEDS, PAGE 857.
- M8) RESERVATION RECORDED FEBRUARY 18, 1954 IN BOOK 157 OF DEEDS, PAGE 361.
- M9) RESERVATION RECORDED AUGUST 9, 1956 IN BOOK 164 OF DEEDS, PAGE 546.
- M10) RESERVATION RECORDED OCTOBER 11, 1977 IN BOOK 286 OF DEEDS, PAGE 178.
- M11) RESERVATION RECORDED NOVEMBER 10, 1986 IN BOOK 347 OF DEEDS, PAGE 462.
- M12) EASEMENT RECORDED OCTOBER 15, 1999 IN BOOK 179 OF DEEDS, PAGE 553.
- M13) EASEMENT RECORDED DECEMBER 12, 1982 IN BOOK 191 OF DEEDS, PAGE 294.
- M14) EASEMENT RECORDED APRIL 13, 1970 IN BOOK 236 OF DEEDS, PAGE 437.
- M15) EASEMENT RECORDED SEPTEMBER 4, 1970 IN BOOK 240 OF DEEDS, PAGE 305.
- M16) EASEMENT RECORDED JULY 21, 1975 IN BOOK 80 OF MISC, PAGE 112.
- M17) EASEMENT RECORDED JUNE 13, 1979 IN BOOK 298 OF DEEDS, PAGE 632.
- M18) EASEMENT RECORDED NOVEMBER 26, 1985 IN BOOK 144 OF MISC, PAGE 873.
- M19) EASEMENT RECORDED JULY 13, 1987 IN BOOK 352 OF DEEDS, PAGE 291.
- M20) AMENDED EASEMENT RECORDED MARCH 7, 1997 AS INSTRUMENT NO. 1481932.
- M21) EASEMENT RECORDED JULY 19, 1994 AS INSTRUMENT NO. 1362982.
- M22) EASEMENT RECORDED APRIL 29, 1998 AS INSTRUMENT NO. 1535199.
- M23) EASEMENT RECORDED FEBRUARY 9, 2005 AS INSTRUMENT NO. 1928950.
- M24) EASEMENT RECORDED FEBRUARY 7, 2006 AS INSTRUMENT NO. 2012201.
- M25) EASEMENT RECORDED JULY 3, 2006 AS INSTRUMENT NO. 2041164000.
- M26) EASEMENT RECORDED DECEMBER 28, 2007 AS INSTRUMENT NO. 2138237000.
- M27) EASEMENT RECORDED DECEMBER 28, 2007 AS INSTRUMENT NO. 2138241000.
- M28) TERMINATION OF EASEMENT RECORDED FEBRUARY 26, 2010 AS INSTRUMENT NO. 2255157000.
- M29) EASEMENT RECORDED JUNE 23, 2009 AS INSTRUMENT NO. 2218076000.
- M30) EASEMENT RECORDED OCTOBER 7, 2009 AS INSTRUMENT NO. 2235327000.
- M31) ORDER OF VACATION RECORDED JULY 19, 2010 AS INSTRUMENT NO. 2273509000.
- M32) ORDER OF VACATION RECORDED AUGUST 17, 2010 AS INSTRUMENT NO. 2277807000.
- M33) EASEMENT RECORDED SEPTEMBER 2, 2011 AS INSTRUMENT NO. 2326086000.
- M34) EASEMENT RECORDED SEPTEMBER 2, 2011 AS INSTRUMENT NO. 2326087000.
- M35) EASEMENT RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2556787000.
- M36) EASEMENT RECORDED FEBRUARY 22, 2017 AS INSTRUMENT NO. 2583779000.
- M37) SPOKANE & INLAND EMPIRE (C. W. & S.P. R.R.) RAILROAD, TWO PAGES, FROM STA 255+65.2 TO 45+56. DATED FEB. 6, 1910.
- M38) COEUR D'ALENE & PEND D'ORELLE RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 75+21.4 TO 192+80.5. DATED JUNE 30, 1917.
- M39) ORDER OF VACATION FOR PORTIONS OF ELMWOOD, ABBINGTON, RIVERSIDE, 4TH AND 5TH AS SHOWN ON RIVERSIDE PARK ADDITION PLAT. RECORDED UNDER INSTRUMENT NUMBER 2273509000.
- M40) GREAT NORTHERN RIGHT OF WAY AND TRACK MAP, PAGE 3 OF 3, FROM WASHINGTON STATE LINE TO ATLAS. NO DATE.
- M41) CHICAGO, MILWAUKEE & ST. PAUL RY. CO. RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 283+23.2 TO 86+24.1. DATED JUNE 30, 1915.
- M42) COEUR D'ALENE & PEND D'ORELLE RIGHT OF WAY AND TRACK MAP, PAGE 1 OF 3, FROM STA 180+00 TO 0+00. DATED OCT. 25, 1910.
- M43) COEUR D'ALENE & PEND D'ORELLE RIGHT OF WAY AND TRACK MAP, PAGE 2 OF 3, FROM STA 227+85 TO 140+48.1. DATED 1910.
- M44) UNRECORDED 7 PAGE ALTA SURVEY OF ENTIRE ATLAS MILL, BY TAYLOR ENGINEERING, DATED 5-31-05.
- M45) RIGHT OF WAY VACATION - COUNCIL BILL NO. 16-1206, ORDINANCE NO. 3622, RECORDED AS INSTRUMENT NUMBER 2669526000.
- M46) DECLARATION OF SCRIVENER'S ERROR RECORDED AS INSTRUMENT NO. 2712900000.

**SURVEY REFERENCES:** RECORDS OF KOOTENAI COUNTY

- R1) RECORD OF SURVEY RECORDED IN BOOK 3 OF SURVEYS, PAGE 323.
- R2) RECORD OF SURVEY RECORDED IN BOOK 13 OF SURVEYS, PAGE 68.
- R3) RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGES 410-410C.
- R4) RECORD OF SURVEY RECORDED IN BOOK 27 OF SURVEYS, PAGE 1.
- R5) RECORD OF SURVEY RECORDED IN BOOK 26 OF SURVEYS, PAGE 50.
- R6) RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 242.
- R7) RECORD OF SURVEY RECORDED IN BOOK 26 OF SURVEYS, PAGE 470-470J.

**PLAT REFERENCES:** RECORDS OF KOOTENAI COUNTY

- P1) PLAT OF RIVERSIDE PARK ADDITION RECORDED IN BOOK B OF PLATS, PAGE 138.
- P2) PLAT OF RIVERSTONE RECORDED IN BOOK I OF PLATS, PAGES 250-250G.
- P3) PLAT OF BELLERIVE RECORDED IN BOOK J OF PLATS, PAGES 311-311C.
- P4) PLAT OF RIVERSTONE WEST 1ST ADDITION RECORDED IN BOOK J OF PLATS, PAGES 468-488A.
- P5) PLAT OF BELLERIVE 3RD ADDITION RECORDED IN BOOK K OF PLATS, PAGES 281-281C.
- P6) PLAT OF RIVERSTONE WEST 3RD ADDITION RECORDED IN BOOK K OF PLATS, PAGES 326-326A.
- P7) PLAT OF RIVERSTONE WEST 4TH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 378-378A.
- P8) PLAT OF RIVERSTONE WEST 5TH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 446-446A.
- P9) PLAT OF AMENDED RIVERA WALK AT RIVERSTONE RECORDED IN BOOK K OF PLATS, PAGES 481-481A.
- P10) PLAT OF RIVERA PLACE RECORDED IN BOOK L OF PLATS, PAGES 194-194A.
- P11) PLAT OF TELFORD PLACE RECORDED IN BOOK L OF PLATS, PAGES 238-238A.
- P12) PLAT OF BELLERIVE 1ST ADDITION RECORDED IN BOOK K OF PLATS, PAGES 133-133C.
- P13) PLAT OF ATLAS WATERFRONT RECORDED IN BOOK L OF PLATS, PAGES 291-291E.
- P14) PLAT OF THE DISTRICT AT RIVERSTONE RECORDED IN BOOK L OF PLATS, PAGES 468-468A.

**DEED REFERENCES:** RECORDS OF KOOTENAI COUNTY

- D1) QUITCLAIM DEED RECORDED DECEMBER 21, 2006 AS INSTRUMENT NO. 2073618000.
- D2) WARRANTY DEED RECORDED AS INSTRUMENT NO. 2223785000.
- D3) QUITCLAIM DEED RECORDED JUNE 1, 2015 AS INSTRUMENT NO. 2500305000.
- D4) QUITCLAIM DEED RECORDED JUNE 2, 2015 AS INSTRUMENT NO. 250573000.
- D5) WARRANTY DEED RECORDED MAY 18, 2018 AS INSTRUMENT NO. 2643648000.

**NOTES:**

1. THE ORIGINAL PLAT OF ATLAS WATERFRONT HELD THE MONUMENT AT THE SOUTHEAST CORNER OF RIVERSTONE WEST 5TH ADDITION PLAT AS THE SOUTHWESTERLY CORNER OF BEEBE BLVD RIGHT OF WAY. AFTER COMMUNICATION WITH OTHER SURVEYORS AND FURTHER RECORDS REVIEW IT WAS DETERMINED THAT THIS MONUMENT IS NOT THE SOUTHWESTERLY CORNER OF BEEBE BLVD. THE ACTUAL CORNER, SHOWN AND SET AS PART OF THIS PLAT, WAS SET PER THE PLAT OF RIVERSTONE.
2. THE EAST LINE OF THE PLAT IN THIS AREA IS CONTROLLED BY THE PUBLIC GRADE CROSSING EASEMENT RECORDED AS INSTRUMENT NO. 1928950 DUE TO THE CURRENT UNDERSTANDING AND POSITION OF THE SOUTHWEST CORNER OF BEEBE BLVD IN NOTE #1, THE EAST LINE OF THE EASEMENT AND PLAT SHIFTED APPROXIMATELY 1.9 FEET TO THE EAST. NEW MONUMENTS HAVE BEEN SET ACCORDINGLY. THIS NEW POSITION ALIGNS WITH THE BOUNDARY OF THE ONGOING DEVELOPMENT TO THE EAST.
3. DUE TO ONGOING UNRELATED CONSTRUCTION TO THE EAST THE MONUMENTS SET ON 8-19-2020 HAVE A HIGH LIKELIHOOD OF BEING DESTROYED.



<p><b>WELCH-COMER</b> SURVEYING &amp; ENGINEERING</p> <p>www.welchcomer.com      208-664-9383 338 E. Lincoln Ave., Suite 101      048 from RT-416-5612 Coeur d'Alene, ID 83814      208-266-844-5046</p>	<p><b>ATLAS WATERFRONT 1st ADD.</b></p>	<p>PROJECT NO. 1299103</p> <p>DRAWN BY: ALJ</p> <p>CHECKED BY: MLL</p> <p>DATE: AUGUST 2020</p> <p>SCALE: AS SHOWN</p> <p>SHEET NO.</p>
	<p>IN GOV'T LOTS 1, 2, 3 &amp; 4 &amp; THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID</p>	
		<p>8 OF 10</p>



**ATLAS WATERFRONT FIRST ADDITION**  
**LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF**  
**SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,**  
**CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

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

**OWNER'S STATEMENT**

LOTS 1, 2, 3 AND 4 OF THE ATLAS WATERFRONT PLAT AS RECORDED IN BOOK L OF PLATS, PAGE 291, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT ANY PORTION OF BEEBE BOULEVARD RIGHT OF WAY AS SHOWN ON THE RIVERSTONE PLAT AS RECORDED IN BOOK I OF PLATS, PAGE 250, RECORDS OF KOOTENAI COUNTY, IDAHO;

**THE OWNER FURTHER CERTIFIES:**

THE OWNER GRANTS TO THE CITY OF COEUR D'ALENE AND FRANCHISE UTILITIES THE UTILITY EASEMENTS AS SHOWN WITHIN FOR INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

THE OWNERS GRANTS THE SLOPE EASEMENT AS SHOWN ON BLOCK 13 TO THE CITY OF COEUR D'ALENE FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, MAINTENANCE AND IMPROVEMENTS ON THE FILL SLOPE.

THE VEGETATIVE LANDSCAPE IMPROVEMENTS AND AN IRRIGATION SYSTEM ARE ALLOWED WITHIN SLOPE EASEMENTS. ANY OTHER IMPROVEMENTS MUST BE PERMITTED BY THE CITY THROUGH THEIR ENCROACHMENT PERMIT PROCESS.

THE OWNERS GRANT A PERPETUAL ACCESS EASEMENT SHOWN WITHIN BLOCK 13 TO THE OWNERS OF ALL ADJACENT PARCELS OF SAID EASEMENT FOR ITS INTENDED USE FOREVER.

THE OWNERS HEREBY DEDICATE TO THE CITY OF COEUR D'ALENE AS PUBLIC RIGHT OF WAY ALL ALLEYS AND ROADS WITHIN THE PROJECT BOUNDARY AS SHOWN HEREON.

SEWER SERVICE IS PROVIDED TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

WATER SERVICE IS PROVIDED TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

SCOTT HOSKINS, CHAIRMAN OF THE BOARD,  
 COEUR D'ALENE URBAN RENOVATION AGENCY  
 A/K/A LAKE CITY DEVELOPMENT CORPORATION

CITY OF COEUR D'ALENE

**ACKNOWLEDGEMENT**

STATE OF IDAHO )  
 ) S.S.  
 COUNTY OF KOOTENAI )

ON THIS \_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 2020, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED SCOTT HOSKINS, KNOWN TO ME TO BE THE CHAIRMAN OF THE BOARD OF COEUR D'ALENE URBAN RENOVATION AGENCY A/K/A LAKE CITY DEVELOPMENT CORPORATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE VOLUNTARILY EXECUTED THE SAME, AND THAT HE DULY AUTHORIZED THIS INSTRUMENT ON BEHALF OF COEUR D'ALENE URBAN RENOVATION AGENCY A/K/A LAKE CITY DEVELOPMENT CORPORATION.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDING AT: \_\_\_\_\_  
 MY COMMISSION EXPIRES ON: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF IDAHO )  
 ) S.S.  
 COUNTY OF KOOTENAI )

ON THIS \_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 2020, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ KNOWN OR IDENTIFIED TO ME TO BE THE \_\_\_\_\_ OF THE CITY OF COEUR D'ALENE THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CITY, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDING AT: \_\_\_\_\_  
 MY COMMISSION EXPIRES ON: \_\_\_\_\_



<b>WELCH-COMER</b> ENGINEERS & ARCHITECTS www.welchcomer.com 208-664-8800 330 E. Lakeshore Ave., Suite 101, Boise, Idaho 83721-1611 Coeur d'Alene, ID 83814 (800) 266-6644-5646	ATLAS WATERFRONT 1st ADD.	PROJECT NO. 41299-03 DESIGNED BY GJM DRAWN BY MAL NAME: ATLAS WATERFRONT DATE: AUGUST 2020 SCALE: _____ SHEET NO.
	IN GOV'T LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T. 50 N., R. 4 W., B.M., COEUR D'ALENE, KOOTENAI CO., ID	<b>9 OF 10</b>

# ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF  
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_

### CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COEUR D'ALENE CITY CLERK \_\_\_\_\_

### CITY ENGINEER'S CERTIFICATE

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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 \_\_\_\_\_  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KOOTENAI COUNTY TREASURER \_\_\_\_\_

### COUNTY SURVEYOR'S CERTIFICATE

I HAVE EXAMINED AND CHECKED THIS PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET AND SATISFIED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



### COUNTY RECORDER'S CERTIFICATE

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO. AT THE REQUEST OF \_\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS DULY RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, INSTRUMENT No. \_\_\_\_\_  
FEE \$ \_\_\_\_\_

KOOTENAI COUNTY RECORDER \_\_\_\_\_

### PANHANDLE HEALTH DISTRICT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT DRINKING WATER 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 NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER SHALL BE ALLOWED.

DATE: \_\_\_\_\_ HEALTH DISTRICT SIGNATURE: \_\_\_\_\_

### SURVEYORS CERTIFICATE

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

MICHAEL LYNN HATHAWAY PLS NO. 12318



<p style="font-size: small; margin: 0;">www.welchcomer.com 208-664-8382 1301 E. Lawrence Ave., Suite 101 P.O. Box 877-815-8672 Coeur d'Alene, ID 83814 Fax 208-664-5346</p>	<p>PLAT</p> <p>ATLAS WATERFRONT 1st ADD.</p>	<p>PROJECT NO. 41093.03 DESIGNED BY M.J.H. DRAWN BY G.J.S. CHECKED BY M.J.H. NAME ATLAS WATERFRONT 1st ADD. DATE AUGUST 2020 SCALE 1" = 100' SHEET NO. 10 OF 10</p>
	<p>IN GOV'T LOTS 1, 2, 3 &amp; 4 &amp; THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, KOOTENAI CO., ID</p>	

RESOLUTION NO. 20-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING: A QUIT CLAIM DEED FROM THE IDOT; WAIVER OF COVERED LOAD REGULATIONS; A PUBLIC TRANSPORTATION LETTER OF AGREEMENT WITH KOOTENAI COUNTY; AND A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS.

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

- A) Acceptance of a Quitclaim Deed from the Idaho Department of Transportation (Project No. LSI-90-1(10)) for property located on Atlas Road (Parcel ID No.51419);
- B) Approval of the Waiver of Covered Load regulations from November 12, 2020, through December 4, 2020, for the annual City Leaf Pick Up program;
- C) Approval of a Public Transportation Letter of Agreement with Kootenai County for public transportation for fiscal year 2020-21; and
- D) Approval of a Professional Services Agreement with J-U-B Engineers, Inc. for the 2020-21 Wastewater Collection System Capital Improvement project.

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreements and take the other actions 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 other actions, so long as the substantive provisions of the agreements and other actions remain intact.

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

DATED this 20<sup>th</sup> day of October, 2020.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 20, 2020  
**FROM:** Kyle Marine Assistant Superintendent, Water Department  
**SUBJECT:** Acceptance of quitclaim deed from Idaho Transportation Department

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**DECISION POINT:** Staff is requesting the acceptance of a Quitclaim Deed from Idaho Transportation Department

**HISTORY:** This site has been recently surveyed and has been identified as a good location for a potential well site due to its location over the aquifer and close proximity to large transmission mains.

**FINANCIAL ANALYSIS:** There is no cost to the city for the proposed quitclaim deed.

**PERFORMANCE ANALYSIS:** By approving the quitclaim deed, it allows the Water Department to move forward with testing the location for water quality and a possible production well site

**DECISION POINT/RECOMMENDATION:** Staff requests that Council approve the public Quitclaim deed for Idaho Transportation Department.

After recording return to:  
Idaho Transportation Department  
Attn: HQ RW  
PO Box 7129  
Boise ID 83707-1129

Project No. LSI-90-1(10)  
Key No. A0423  
Parcel No. 57.5  
Parcel ID No. 51419

### QUITCLAIM DEED

THIS INDENTURE is made this 5 day of October, 2020, by and between **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** ("Grantor"), whose address is 3311 West State Street, Boise, Idaho 83703, and the **CITY OF COEUR D'ALENE, a municipal corporation** ("Grantee"), whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

WITNESSETH: That the Grantor, for value received, does, by these presents remise, release, convey and forever QUITCLAIM unto Grantee all right, title and interest which Grantor now has or may hereafter acquire in that certain portion of land lying and being in KOOTENAI COUNTY, STATE OF IDAHO, described as follows, to-wit:

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT A** ATTACHED HERETO  
AND BY THIS REFERENCE MADE A PART HEREOF.

Containing approximately 1.580 acres  
Together with all appurtenances, easements and rights of way.

PROVIDED however, that this conveyance is made and accepted upon the express condition, and in compliance with Idaho Code 58-335A, that said Grantee shall use said Property for only a public purpose, then and in the case that public use shall have terminated, the whole of the estate above granted and conveyed and any and all improvements thereof shall immediately revert to and become the property of Grantor forever, and said Grantor hereby expressly reserves to itself the right to enter upon said land and premises and to take absolute possession thereof and any and all improvements thereon, for and upon the breach of the aforesaid condition.

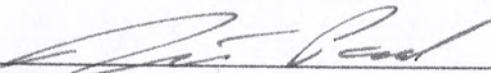
RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301  
Page 1 of 4

Project No. LSI-90-1(10)  
Key No. A0423  
Parcel No. 57.5  
Parcel ID No. 51419

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

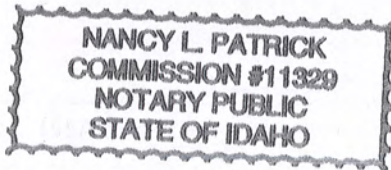
**IDAHO TRANSPORTATION DEPARTMENT**

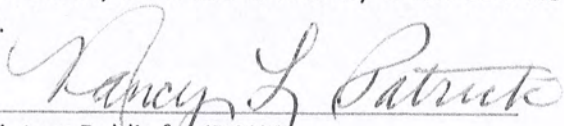
By:   
**JUSTIN POND**  
Right of Way Program Manager

STATE OF IDAHO                    )  
  ) ss.  
County of ADA                    )

On this 5 day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JUSTIN POND, known or identified to me to be the Right of Way Program Manager for the IDAHO TRANSPORTATION DEPARTMENT, the person who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the STATE OF IDAHO and the IDAHO TRANSPORTATION BOARD.

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 Boise  
My commission expires 10/20/2024





Project No. LSI-90-1(10)  
Key No. A0423  
Parcel No. 57.5  
Parcel ID No. 51419

**EXHIBIT A**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301  
Page 4 of 4

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**LEGAL DESCRIPTION**

A part of the West one-half of the Southwest Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, being a portion of the parcel described on the Deeds recorded in Deed Book 216 at Page 246, Deed Book 273 at Page 583 and depicted on the Project I-G-90-1(48)5 plans; more particularly described as follows:

**Commencing** at the Southwest corner of said Section 3, monumented with an aluminum cap, 2 1/2 inches diameter in a monument case according to the Corner Perpetuation and Filing Record form on file under Instrument Number 267040000, from which the Quarter Section corner common to Sections 3 and 4, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 1/2 inches diameter in a monument case according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1262679, bears North 00°27'31" East, a distance of 2,674.95 feet;

thence North 00°27'31" East, a distance of 1054.34 feet along the West line of said Section 3 to an existing iron rod, 5/8 inch diameter, with a plastic cap marked PLS 5289 on the right-of-way line 100.00 feet northerly from the centerline of the Westbound Lane of Interstate 90, the **Point of Beginning**;

thence continuing North 00°27'31" East, a distance of 504.24 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence leaving said West line, North 89°35'43" East, a distance of 30.86 feet to an existing Idaho Transportation Department right-of-way monument with a brass cap, 3 1/4 inches diameter;

thence South 19°21'51" East, a distance of 609.70 feet to a point on the northerly right-of-way line 100.00 feet northerly from the centerline of Interstate 90 Westbound Lane, from which an Idaho Transportation Department right-of-way monument with a brass cap, 3 1/4 inches diameter, bears South 19°21'51" East, 0.16 feet;

thence along said 100.00 foot right-of-way line on the arc of a curve right, which is concave to the Northeast, through a central angle of 00°37'16" with a radius of 22,818.32 feet, an arc distance of 247.36 feet and having a chord bearing and distance of North 73°22'43" West, 247.36 feet to the **Point of Beginning**; containing 1.580 Acres of land, more or less.

Idaho Transportation Department  
KN: A0423  
Project Nos. I-G-90-1(48)5 and L.S.I.-90-1(10)  
Parcel ID No. 51419  
Parcel No. 57.5

June 25, 2020  
1.580 Acres  
Page 2 of 3  
Exhibit Map (Pg. 3)

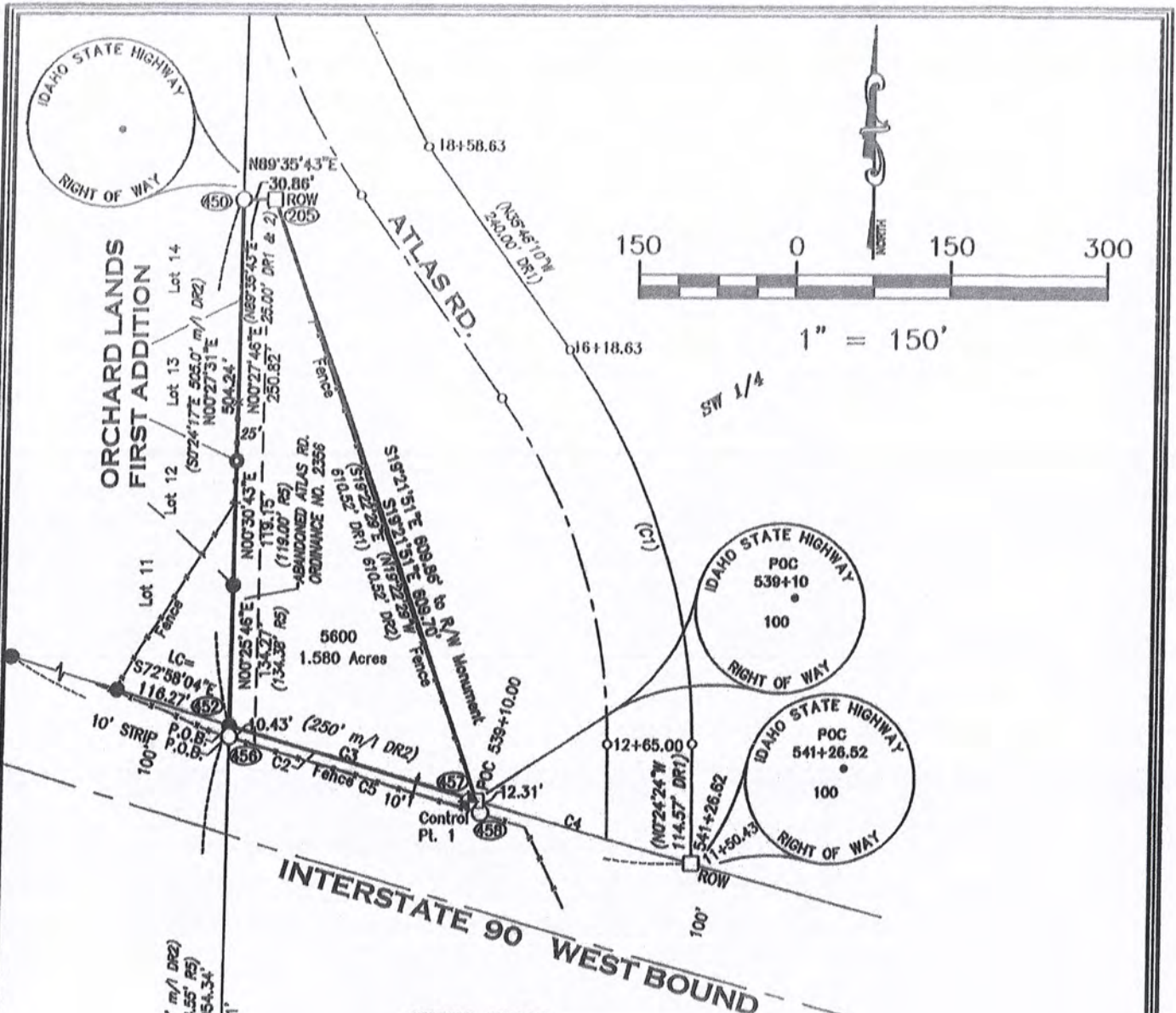
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SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.



*Scott M. Rasor* 6/26/20  
\_\_\_\_\_  
Scott M. Rasor, PLS 6374      Date



**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DIST.
C1					
CP	02°06'24"	22818.32	839.01	S73°10'38"E	839.96
C3	00°37'16"	22818.32	247.36	N73°22'43"W	247.36
C4	00°32'29"	22818.32	215.81	S73°57'36"E	215.81
C5	00°37'55"	22828.32	251.78	S73°23'28"E	251.78

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR THE CITY OF COEUR d' ALENE.

*Scott M. Rasor* 6/26/20  
 SCOTT M. RASOR, PLS 6374      DATE

Sec. Cor.  
 Fd. an aluminum cap, 2-1/2 ins. diam. in a monument case, marked PLS 12318 and as shown CP&F Inst. Nos. 267040000 & 1259225



**LEGAL DESCRIPTION EXHIBIT**  
 SW 1/4, SECTION 3, T.50N., R.4W., B.M.,  
 COEUR d' ALENE, KOOTENAI COUNTY, IDAHO

**MECKEL ENGINEERING & SURVEYING**  
 7600 N. GOVERNMENT WAY, COEUR D' ALENE, IDAHO, 83815



## City of Coeur d'Alene - Leaf Fest Begins November 12<sup>th</sup>

Thursday, November 12<sup>th</sup>, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. **Please be sure to keep leaves on your property until November 1<sup>st</sup>, 2020.** Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and **do not** include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, December 4<sup>th</sup>, 2020.

### Leaf-fest 2020 Tips

#### Do:

- Keep leaves/needles on your property until Sunday, November 1<sup>st</sup>
- Please move cars off of the street, if at all possible, during leaf pick-up
- Keep the leaves about one-foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

#### Do NOT:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website [www.cdaid.org/leafpickup](http://www.cdaid.org/leafpickup) or call the Street Maintenance Information line 208.769.2233.

**GS/PW COMMITTEE**  
**Staff Report**

**Date:** October 12, 2020  
**From:** Troy Tymesen, City Administrator  
**Subject:** Fiscal 2020-2021 Public Transit Funding Agreement

**Decision Point:** Should Council approve the one-year agreement with Kootenai County, and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Public Transportation System (Citylink North)?

**History:** The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Public Transportation (Citylink North) System, in partnership with the Coeur d'Alene Tribe, Cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens, and Huetter, provides regular fixed-route service on three routes. Citylink North also provides origin to destination Americans with Disabilities Act (ADA) complementary paratransit service within a 3/4 mile area of the fixed routes, as well as a supplemental "Ring-a-Ride" service for seniors over the age of 65 and people with disabilities who are outside of the paratransit service area.

Ring-a-Ride is a special service which uses lift-equipped cutaway buses to transport people with mobility limitations that prevent them from using Kootenai County Public Transportation regular fixed-route bus service.

The Citylink North Public Transportation Service operates within the Coeur d'Alene Urban Area (CDA UZA) serving the over 77,000 citizens living within the transit service area and provides service options to approximately 42,000 jobs. The Kootenai County Board of Commissioners oversee public transportation function. All public transportation service is provided free to the public thanks to the generosity of funding partners. The City Council approved this agreement last year.

**Financial Analysis:** The City is being asked to provide funding of \$70,448.00, which is in the recently adopted financial plan, General Ledger # 001-018-4211-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA). Funding covers operations, maintenance, capital (vehicle procurements, et al), security, planning, and administration of the system. The funding of the requested \$70,448.00 is \$20,000.00 less than the amount funded from the City in FY 2019-20. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

**Quality of Life Analysis:** The Citylink fixed route service provides 3 routes within the urbanized area. Citylink South provides deviated fixed route and paratransit service in the rural southern part of Kootenai County. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA).

**Decision Point:** Council should approve the one-year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

## **Kootenai County Public Transportation**

### **PUBLIC TRANSPORTATION LETTER OF AGREEMENT**

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter “COUNTY” and the City of Coeur d’Alene, hereinafter “CITY”, and shall be effective on 1 October 2020 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities within the urbanized area are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$70,448 (Seventy Thousand, Four Hundred and Forty-Eight Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October, 2020 and ending on 30 September 2021. The CITY further agrees to provide one-half of said funding on or before the 28<sup>th</sup> day of February 2021, with the balance due no later than the 31<sup>st</sup> day of July 2021.

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

\_\_\_\_\_  
Chris Fillios, Chairman  
Kootenai County Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jim Brannon, County Clerk

\_\_\_\_\_  
Steve Widmyer, Mayor  
City of Coeur d'Alene, Idaho

\_\_\_\_\_  
Date

ATTEST:

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



# GENERAL SERVICES/PUBLIC WORKS STAFF REPORT

**DATE:** October 12, 2020  
**FROM:** Mike Anderson, Wastewater Superintendent  
**SUBJECT:** Agreement for Professional Engineering Services with J-U-B Engineers, Inc.  
=====

## DECISION POINT:

Should Council approve and authorize for signature an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2020/2021 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of \$189,522.00.

## HISTORY:

Each year, the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is approximately 2,113 LF of existing pipe and appurtenances requiring open trench replacement.

In following Idaho Statute Title 67, the WW Utility solicited local firms for Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ultimately selected.

## FINANCIAL ANALYSIS:

The following table summarizes this year's CIP Task cost breakdown:

### 2020/2021 Wastewater Collection System CIP Tasks:

Task 000 – Project Management:	\$ 11,676.00
Task 200 – Open Trench Replacement Projects:	\$ 127,846.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
<b>Total:</b>	<b>\$ 189,522.00</b>

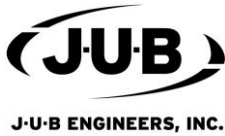
During FY 2020/2021, the WW Utility budgeted \$750,000.00 for completing the aforementioned CIP tasks. A copy of J-U-B's Agreement for Professional Services is accompanying this staff report.

## PERFORMANCE ANALYSIS:

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget and to the Wastewater Utility's satisfaction.

## RECOMMENDATION:

To approve and sign the agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with 2020/2021 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of \$189,522.00.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** FY2020/2021 COLLECTION SYSTEM PROJECTS

**CLIENT:** CITY OF COEUR D' ALENE WASTEWATER DEPARTMENT

**J-U-B PROJECT NUMBER:** 20-21-011

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

**AGREEMENT DATED:** Click or tap to enter a date.; **or**

**AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the 2013 Collection System Master Plan Update.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. TASK 000: PROJECT MANAGEMENT**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
3. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
4. Regularly monitor project status, budget and schedule.
5. Attend 12 client meetings to report project status.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

**B. TASK 100: TRENCHLESS REHABILITATION PROJECTS**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2020, no work is anticipated for this task in FY2020/2021 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service

**C. TASK 200: OPEN TRENCH REPLACEMENT PROJECTS**

**1. Subtask 001: Open Trench Design**

- a. For this task, J-U-B will assemble a 2021 Open Trench Project, for FY 2020/2021, based on the following project locations identified by the CLIENT:
  - i. **Base Bid - Schedule A:** Walnut Avenue (Schedule A of OT Project RR.15 & RR.16, Oct. 2018).
  - ii. **Base Bid – Schedule B** Alley from Short Ave. between B St. & C. St. (Schedule B of OT Project RR.15 & RR. 16, Oct. 2018)
  - iii. **Additive Alternate – Schedule C:** Alley between Indiana Ave. and Wallace Ave. from 8<sup>th</sup> St. to 9<sup>th</sup> St. (Manhole BUS7-05A to BUS7-05B)
- b. Assumptions:

- i. **Base Bid - Schedules A and B:** J-U-B completed 95% design of Base Bid, Schedules A and B, in FY 2017/2018 as part of the Open Trench Project - RR.15 & RR.16. The Contract documents were prepared based on 2015 EJCDC (as modified by ISPWC). Technical Specifications were prepared using ISPWC 2015 Edition with supplemental technical specifications and special provisions as required for the project, as directed CLIENT. J-U-B will provide engineering services to repackage the existing 95% plans and specifications into the 2021 Open Trench Project bid set, as specified in subsequent paragraphs. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction. Client will request utility locates and verify utilities from previous design drawings are current.
- ii. **Additive Alternate - Schedule C:** J-U-B will provide engineering services to replace the existing sanitary sewer in its approximate existing alignment and grade. Additive Alternate, Schedule C, design will be included in the 2021 Open Trench Project bid set. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
  - (a) J-U-B will complete topographic survey for design and construction purposes. Survey will include the following: collection of surface improvements within the alleys and streets in the CLIENT rights-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One-Call for construction (request to be made by J-U-B); utilities as marked by CLIENT (water and storm water utilities); and any readily-discoverable property pins within the project area. Property boundaries will be approximated using the City's GIS database and the County Assessor's Map; a boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve. J-U-B will prepare base drawings for subsequent use in design and construction.
  - (b) 30% Design: J-U-B will prepare 30% design drawings as follows:
    - i. J-U-B will conduct a kick-off meeting with the CLIENT to determine project goals, objectives and milestones.
    - ii. J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
    - iii. J-U-B will identify impacts to other CLIENT-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per City of Coeur d'Alene Engineering standard drawings. The project area may include water mains and storm water that may be impacted during construction of the new sanitary sewer; replacement, as deemed necessary by the City, will be per City standard drawings and specifications. Modifications of other utilities will be provided as additional services.
    - iv. J-U-B will identify sewer service connections at the sewer main based on closed circuit television (CCTV) provided by CLIENT. The service laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project unless specifically requested by the CLIENT as additional services.
    - v. J-U-B will develop 30% design drawings including plan and profile of the proposed sewer alignment, private sewer service realignment including plan views and annotated site photos, relevant detail drawings, and reference to applicable City engineering standard details.
    - vi. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 30% Design.

- c. Deliverables
- i. J-U-B will review 30% design drawings, for Additive Alternate Schedules C, with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.). Modifications of other utilities will be provided as additional services.
  - ii. J-U-B will meet with CLIENT to review 95% drawings and specifications for the 2021 Open Trench Project (Base Bid Schedules A and B). CLIENT comments are expected to be minor in nature due to previous design meeting reviews for each location in FY2017/2018; consequently, substantial revisions requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT
  - iii. J-U-B will prepare a preliminary opinion of probable cost, for the 2021 Open Trench Project (all locations), based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 15% construction contingency.
  - iv. J-U-B will prepare Bid Documents as follows:
    - (a) J-U-B will review CLIENT comments to the 30% Design for Additive Alternate, Schedules C, and prepare final design drawings. Final Bid Documents, including contract documents, technical specifications, and final plans for the 2021 Open Trench Project will include Schedules A, B and C. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
    - (b) J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
    - (c) J-U-B will conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
    - (d) J-U-B will provide an electronic copy (PDF format) and five printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.

## **2. Subtask 101: Open Trench Construction Management Services**

- a. For this task, J-U-B will provide the following CMS services:
  - i. J-U-B will prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
  - ii. J-U-B will conduct one pre-bid meeting at CLIENT's office.
  - iii. J-U-B will respond to bidders' questions during the bid phase, and prepare and issue addenda as necessary to modify the drawings or specifications. Two addenda anticipated.
  - iv. J-U-B will assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
  - v. J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
  - vi. J-U-B will coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
  - vii. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
  - viii. J-U-B will provide electronic copy record drawings for CLIENT records.

### **D. TASK 300: INFLOW AND INFILTRATION REDUCTION**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2020, no work is anticipated for this task in FY2020/2021 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

### **E. TASK 400: CAPITAL IMPROVEMENT PROJECTS**

1. This task has been implemented for items related to the Capital Improvement Projects identified in CLIENT's 2013 Collection System Master Plan Update. Based on preliminary discussions with the CLIENT in FY2020, no work is anticipated for this task in FY2020/2021 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

### **F. TASK 500: MANAGEMENT RESERVE**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
  - a. Additional public meetings or outreach as requested by CLIENT.
  - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
  - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.

- d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
- g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- h. Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- i. Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- j. Review product substitution requests submitted by the Contractor.
- k. Perform drawdown tests on existing lift station to quantify pump capacity.
- l. Update CLIENT's geographical information system (GIS) database.
- m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
- n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
- o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
- p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
- q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerated in the preceding tasks.
- r. Perform flow monitoring or smoke testing to supplement previously obtained data.
- s. Additional meetings or public outreach as requested by CLIENT.
- t. Assist with Open Trench Point repairs Design, Bidding, and Construction as requested by CLIENT.
- u. Assist the CLIENT with bid protests and/or bid disputes.
- v. Provide the CLIENT with construction warranty period support.
- w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.
- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.
- y. And other additional services specifically requested by CLIENT.

### **PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
    - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.



Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Estimated Amount Shown)	\$11,676	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Replacement Projects	Time and Materials (Estimated Amount Shown)	\$127,846	Final draft for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	Capital Improvement Projects	<i>Reserved</i>	--	--
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	<i>Under Separate Contract</i>	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
<b>Total:</b>			<b>\$189,522</b>	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.

**Exhibit(s):**

- Exhibit 1-X: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Treatment/Disposal (S04)
2. Municipal/Utility Engineering (203)

**EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE**  
**BASIS OF FEE ESTIMATE**



J-U-B ENGINEERS, INC. OTHER J-U-B COMPANIES  
 FY2020/2021 Collection System Project, City of Coeur d' Alene  
 20-20-011  
 PMS/JPW

Project Title, Client:  
 Project Number:  
 Prepared By:

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Stayton, Peter Program Manager	Waller, Jessica Project Engineer	Postera, Avery Project Designer	Miller, Kindra PFA - Senior	Halland, Katie Senior Administrative Support	Hoadley, Krista Construction Observer - Lead	Coppess, Bruce Professional Land Surveyor	Heilman, Ray Survey Technician - Senior	Grebe, David Survey Technician - Senior	Holder, William CAD Designer - Lead	J-U-B Expenses	Subconsultant Expenses	Total Compensation
000		<b>Project Management</b>	26	36	0	14	0	0	0	0	0	0	\$0	\$0	\$11,676
000	001	<b>Project Management</b>	26	36	0	14	0	0	0	0	0	0	\$0	\$0	\$11,676
		Set up project in Vision	2			2							\$0	\$0	\$576
		Monthly Meetings with City (as requested)	12	12									\$0	\$0	\$4,092
		Monthly invoicing	12	24		12							\$0	\$0	\$7,008
100		<b>Trenchless Rehabilitaiton Projects</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
100	001	<b>Trenchless Rehabilitaiton Projects</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		<i>Reserved</i>											\$0	\$0	\$0
200		<b>Open Trench Replacement Projects</b>	67	168	290	0	36	342	13	28	16	82	\$930	\$0	\$127,846
200	001	<b>Open Trench Design</b>	36	67	100	0	14	0	9	12	10	48	\$500	\$0	\$38,249
		Kick-off meeting	2	2	4								\$0	\$0	\$1,102
		<b>Topographic Survey-Topo survey for Base Bid Schedules A &amp; B completed in previous FY's (additional topo completed under Task 500 as requested by CLIENT)</b>											\$0	\$0	\$0
		Survey request; call in locates (Additive Alternate Schedule C)		1					1		2		\$0	\$0	\$505
		Survey crew (Additive Alternate Schedule C)							4	12			\$50	\$0	\$1,938
		Prepare base topo; field check (Additive Alternate Schedule C)	1	2	4				4		8		\$0	\$0	\$2,337
		<b>30% Design (Schedule C)</b>											\$0	\$0	\$0
		Plan and profile	2	18	24							24	\$100	\$0	\$8,550
		Specifications	2	8	12		4						\$100	\$0	\$3,202
		Opinion of probable cost	1	2	4								\$0	\$0	\$909
		QC/QA review	4	2									\$0	\$0	\$1,068
		Review with CLIENT	4	4	4							4	\$0	\$0	\$2,264
		<b>Bid Documents</b>											\$0	\$0	\$0
		Final plan and profile; incorporate City comments	8	12	20							20	\$50	\$0	\$7,870
		Opinion of probable cost	1	2	4								\$0	\$0	\$909
		Project specifications and bid schedule(s) - Tech Specs ISPWC 2015 (as directed by City) & Contract Documents current version.	2	4	8		4						\$0	\$0	\$2,090
		QC/QA review	4	2									\$0	\$0	\$1,068
		CITY review workshop: plans, cost opinion, next steps	4	4	4								\$0	\$0	\$1,784
		Final Plans and Bid Documents (electronic + 5 hard copies)	1	4	12		6						\$200	\$0	\$2,653
200	101	<b>Open Trench Construction Management Services</b>	31	101	190	0	22	342	4	16	6	34	\$430	\$0	\$89,597
		<b>Bid and Award</b>											\$0	\$0	\$0
		Bid advertisement/contractor coordination	1	2	2		2						\$0	\$0	\$835
		Pre-bid meeting	1	2	4		2						\$0	\$0	\$1,045
		Bid management (questions and addenda, 2 addenda anticipated)	1	4	8		2					4	\$0	\$0	\$2,241
		Bid opening and contract award	1	2	4		2						\$0	\$0	\$1,045
		<b>Construction Phase</b>											\$0	\$0	\$0
		Coordinate execution of agreements; issue Notice to Proceed	1	2	4		4						\$0	\$0	\$1,181
		Pre-construction meeting	2	4	6		1						\$0	\$0	\$1,676
		Bi-monthly construction meetings	2	5	10		5						\$100	\$0	\$2,616
		Construction management (10 weeks of project activity)	16	50	100								\$0	\$0	\$20,988
		Submittal review	2	10	20								\$0	\$0	\$3,966
		Survey control for construction		2	4				4	16	6		\$0	\$0	\$3,754
		Observation (8 weeks, 40 hrs/wk)						320					\$330	\$0	\$37,450
		Pay requests (4 total)	2	8	8		4	2					\$0	\$0	\$2,914

**EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE**  
**BASIS OF FEE ESTIMATE**



**J-U-B ENGINEERS, INC.**  
 FY2020/2021 Collection System Project, City of Coeur d' Alene  
 20-20-011  
 PMS/JPW

Project Title, Client:  
 Project Number:  
 Prepared By:

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Stayton, Peter Program Manager	Waller, Jessica Project Engineer	Postera, Avery Project Designer	Miller, Kindra PFA - Senior	Holland, Katie Senior Administrative Support	Hoadley, Krista Construction Observer - Lead	Coppess, Bruce Professional Land Surveyor	Heilman, Ray Survey Technician - Senior	Grebe, David Survey Technician - Senior	Holder, William CAD Designer - Lead	J-U-B Expenses	Subconsultant Expenses	Total Compensation
		Final walkthrough and punchlist follow-up (4 weeks)	1	6	12			12					\$0	\$0	\$3,733
		Post-Construction Phase											\$0	\$0	\$0
		Record drawings	1	4	8			8				30	\$0	\$0	\$6,153
300		<b>Inflow and Infiltration Reduction</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
300	001	<b>Inflow and Infiltration Reduction</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Reserved											\$0	\$0	\$0
400		<b>Capital Improvement Projects</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
400	001	<b>Capital Improvement Projects</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Reserved													-
500		<b>Management Reserve</b>	0	0	0	0	0	0	0	0	0	0	\$50,000	\$0	\$50,000
500	001	<b>Management Reserve</b>	0	0	0	0	0	0	0	0	0	0	\$50,000	\$0	\$50,000
		<i>tasks to be determined as requested by CLIENT</i>											\$50,000		\$50,000
600		<b>GIS Services</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
600	001	<b>GIS Services</b>	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		<i>Reserved- under separate contract</i>													-
<b>Total Hours</b>			93	204	290	14	36	342	13	28	16	82			1,118
<b>Total Costs</b>			\$17,950	\$30,190	\$30,450	\$1,330	\$2,450	\$39,670	\$1,650	\$3,220	\$1,840	\$9,840	\$50,930	\$0	\$189,522



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Department Project: FY2020/2021 Collection System Projects

The Agreement for Professional Services dated \_\_\_\_\_ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-'s review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes      1. **General Administration of the Contract Documents.** Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
- Yes      2. **Pre-Construction Conference.** Participate in a pre-construction conference.
- No
3. **Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.** In connection with observations of the Work while it is in progress:
- Yes      a. **Periodic Site Visits by J-U-B.** Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- No
- Yes      b. **Resident Project Representative ("RPR").** When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- No
- Yes      4. **Defective Work.** Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- No
- Yes      5. **Clarifications and Interpretations; Field Orders.** Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- No
- Yes      6. **Change Orders, and Work Change Directives.** Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- No
- Yes      7. **Shop Drawings and Samples.** Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
 No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

#### *Post-Construction Phase*

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes      1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
 No
- Yes      2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
 No
- Yes      3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
 No
- Yes      4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
 No
- Yes      5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
 No
- Yes      6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
 No
- Yes      7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
 No
- Yes      8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
 No
- Yes      9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.



5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
  - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
  - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
  - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

**CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

**2020/2021 WASTEWATER COLLECTION SYSTEM CAPITAL  
IMPROVEMENT PROJECTS**

THIS Agreement is made and entered into this 20<sup>th</sup> day of October, 2020, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 250 S. Beechwood Ave., Suite. 201, Boise, Idaho, 83709, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has sewer conveyance and collection system projects scheduled for Fiscal Year 2020/21 summarized as follows:

- Project Management
- Open Trench Replacement Projects
- Management

Reserve Section 1.

Definitions.

In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment "1" and within Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed on or before September 30, 2021. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed One hundred eighty-nine thousand five hundred twenty-two dollars (\$189,522.00), unless authorized in writing by the City.

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

Section 7. Method and Time of Payment.

Monthly progress payments must be submitted by the 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. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

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

Section 9. Termination for Convenience of City.

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

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

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

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

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

Section 17. Audits and Inspection.

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

Section 18. Jurisdiction; Choice of Law.

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



Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

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

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. City Held Harmless.

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

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's

professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). 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 in the amount of \$500,000.00 for the duration of the project.

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

Section 26. Non – Discrimination.

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

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

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

ATTEST:

ATTEST:

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

\_\_\_\_\_, Secretary

**GENERAL SERVICES/PUBLIC WORKS  
COMMITTEE**

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** 10/12/2020  
**FROM:** Monte McCully, City of Coeur d'Alene Trails Coordinator  
**SUBJECT:** **Coeur d'Alene 3<sup>rd</sup> Street Boat Launch Project –  
Bid Acceptance** (*action required*)

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**DECISION POINT:** Should the General Services/Public Works Committee recommend that City Council accept the Harrison Dock Builders bid for the new boat docks and pilings at the 3<sup>rd</sup> Street Boat Launch?

**HISTORY:** For 45 years, the 3rd Street Boat Launch Ramps have been one of the highest used recreational access areas for boaters in the State. For each of the last three boating seasons, it has seen about 7,000 launches, making this facility a premier boating destination on Coeur d'Alene Lake. It accommodates all classes of registered and/or licensed boats (Class A, 1, 2, and 3), and is also the best emergency waterfront access points for both the City and the Lake. Services nearby include a no-cost marine pump-out, a mooring area where boaters may tie up, 50 boat-trailer parking stalls, a trailhead to Tubbs Hill, and access to McEuen Park, the Centennial Trail, and downtown shopping. Finally, the launch ramps serve as a complement to the Coeur d'Alene Resort and to all of the businesses in the area. The docks haven't been replaced since 2001 and have gone past the point where they can be repaired. The City has paid close to \$4,000 in repairs to these docks over the past 3 years and, if they aren't replaced, the repair costs will continue to grow. Specifically, the timber floats are rotted and won't allow purchase for the bolts necessary to keep the docks from separating and becoming a public hazard. The pilings have been hit and dinged to the point that they will break off and fall if they aren't replaced.

**FINANCIAL ANALYSIS:** The largest portion of the funds for the boat dock and piling purchase will come from a state-funded WIF grant, with the Coeur d'Alene Parks Department providing the grant match dollars. The grant match funds will come from the City's Waterfront Improvement fund, paid for by boat launch user fees.

City Waterfront Improvement Fund (funds from user fees): \$ 29,664.00  
State Waterfront Improvement Fund Grant (state gas tax): \$ 124,007.00  
Total: \$ 153,671.00

**PERFORMANCE ANALYSIS:** The new pilings will be made of steel and the docks frame will be made of steel with polystyrene floats. The deck will be made of composite material. These docks are estimated to last for 50 years before needing replacement, as opposed to 15 to 20 years for wooden docks.

**DECISION POINT/ RECOMMENDATION:** City Council should accept the bid from Harrison Dock for the new boat docks and pilings at the 3rd Street Boat Launch.

RESOLUTION NO. 20-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH HARRISON DOCK BUILDERS FOR THE THIRD STREET BOAT LAUNCH REPLACEMENT PROJECT.

WHEREAS, the GS/PW Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Harrison Dock Builders, pursuant to terms and conditions set forth in the contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Harrison Dock Builders for the Third Street Boat Launch replacement project, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 20<sup>th</sup> day of October, 2020.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

**ROLL CALL:**

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



## CONTRACT

THIS CONTRACT is made and entered into this 20<sup>th</sup> day of October, 2020, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **Harrison Dock Builders**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 48401 ID-97, Harrison, ID 83833, hereinafter referred to as "**CONTRACTOR**."

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for 3<sup>rd</sup> Street Boat Launch Replacement Project according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

THEREFORE,

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

The **CONTRACTOR** shall furnish and install barriers and warning signs to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be at least that provided for under Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workers Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due

under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed One-Hundred Fifty-Three Thousand, Six-Hundred Eighty-Eight and 00/100 Dollars (\$153,688.00).

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and the 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 limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That, if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

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

1. Advertisement for Bids
2. Information for Bidders
3. Bid Proposal
4. Bid Bond
5. Bidding Forms as Required
6. Contract
7. Labor and Materials Payment Bond
8. Performance Bond
9. Notice of Award
10. Notice to Proceed
11. Change Order
12. General Conditions
13. Technical Specifications
14. Special Provisions
15. Plans
16. Addenda

Addendum No. 1, dated August 21st, 2020

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President or authorized representative, the day and year first above written.

**CITY OF COEUR D'ALENE,**

**CONTRACTOR**

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

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

## Attachment 1

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 12, 2020  
**FROM:** Kyle Marine, Water Assistant Superintendent  
**SUBJECT:** New 12" Water Transmission Main construction on Lakeview Heights – Bid award to Simco Development Group

=====

**DECISION POINT:** Should Council accept the bid of, and approve a contract with, Simco Development Group for construction of a new water transmission main on Lakeview Heights in the amount of \$100,240.00 and include a 40% contingency for unknown obstacles, if needed?

**HISTORY:** As part of the 2012 Water Department Comprehensive Plan Update to keep up with the City’s growth and infrastructure replacement, the Water Department needs to update the Blackwell Booster Station which is outdated and has become costly to maintain. The transmission line running uphill from the station to Fairmont Loop is unserviceable by the City Water Department due to its location and steep grade. The booster station, as it currently stands, does not supply the required amount of fire flow to our customers. The Water Department has made multiple repairs and upgrades to this site to keep it running, including installation of a temporary pump outside of the building to keep up with demand until a leak could be located and repaired.

**FINANCIAL ANALYSIS:** Responsive bids were received from 2 contractors: Simco Development Group in the amount of \$100,240.00, and S & L Underground, Inc., in the amount of \$168,796.00. Funding for the proposed project is included in the 2019 -20 FY budget which, inclusive of other transmission main projects, totals \$3,900,000. This project is part of our Water Comp Plan. Staff is also requesting that a forty percent (40%) contingency be approved to account for extra expenses that may be incurred during the project due to unknown subsurface conditions, such as rock. The requested authorization, including the \$100,240.00 contract amount and a forty percent (40%) contingency of \$40,096.00, totals \$140,336.00.

**PERFORMANCE ANALYSIS:** Staff hired Keller Associates to design the transmission main project in accordance with the 2012 Comp Plan recommendations. Keller Associates completed the design, construction, and engineering documents, and assisted with the bid process. Staff received 3 bids, one of which was unresponsive. The lowest responsive bid submitted by Simco Development Group for \$100,240.00.

**DECISION POINT/RECOMMENDATION:** City Council should accept the bid of, and approve a contract with, Simco Development Group to install a new transmission main for a total of \$100,240.00. Council should also approve a 40 % contingency for the project of \$40,096.00.

RESOLUTION NO. 20-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH SIMCO DEVELOPMENT GROUP, LLC, FOR CONSTRUCTION OF THE LAKEVIEW HEIGHTS WATER MAIN EXTENSION.

WHEREAS, the GS/PW Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Simco Development Group, LLC, pursuant to terms and conditions set forth in the contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Simco Development Group, LLC, for construction of a new water transmission main on Lakeview Heights, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 20<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

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

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

**ROLL CALL:**

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



**CONTRACT**  
**for**  
**Lakeview Heights Water Main**

THIS CONTRACT is made and entered into this 20<sup>th</sup> day of October, 2020, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **SIMCO DEVELOPMENT GROUP, LLC**, a limited liability corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 10183 N. Aero Dr., Ste. 4 Bldg A, Hayden, ID 83835, hereinafter referred to as "**CONTRACTOR**."

W I T N E S S E T H:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the Lakewood Heights Water Main Extension in the amount of One-hundred Thousand Two-hundred Forty and No/100 Dollars (\$100,240.00), according to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract and, to that end, shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed One-hundred Thousand Two-hundred Forty and No/100 Dollars (\$100,240.00).

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

The number of calendar days allowed for completion of the contract work shall be thirty (30) calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

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

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

- N) Special Provisions
  - O) Plans
  - P) Addenda
- No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, **CONTRACTOR** shall not assign this contract, or any part thereof, without the prior written consent of the **CITY**.

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

**CITY OF COEUR D'ALENE,**

**SIMCO DEVELOPMENT GROUP, LLC:**

By \_\_\_\_\_  
Steve Widmyer, Mayor

By \_\_\_\_\_  
Authorized Representative

ATTEST:

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

## **Attachment 1**

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

DATE: October 20, 2020

FROM: Chelsea Nesbit, CDBG Specialist and Hilary Anderson, Community Planning Director

RE: Grant Award Recommendation and Requested Approval to Enter into Contract Negotiations with CDAIDE for the Subsistence Payments Program and create a City Utility Subsistence Payment Program using CDBG-CV Funds

**DECISION POINT:**

Should City Council authorize staff to proceed with an agreement to fund CDAIDE in the amount of \$50,000 to provide housing, transportation and utility assistance for LMI families in Coeur d'Alene supporting hospitality workers and direct staff to create a City Utility Subsistence Payment Program with CDBG-CV funds in response to COVID-19?

**HISTORY:**

On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic. The City of Coeur d'Alene was notified on April 2, 2020 that we will be receiving \$199,675 in FY20 CDBG-CV funding, which was accepted by the City Council at its May 5, 2020 meeting. September 11, 2020, the City was notified that an additional \$247,124 will be allocated as part of the third round of CARES Act funds. HUD is allowing the CDBG-CV funds to be spent for two years to respond to COVID-19.

CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons. The City Council directed staff to prioritize housing and food for the use of the CDBG-CV funds. So far, funds have been allocated to St. Vincent de Paul for homeless sheltering and support services, Family Promise to shelter homeless families, Lake City Center for the expanded Meals on Wheels program, Boys & Girls Club of North Idaho for their food pantry, Safe Passage for domestic violence victim support, including sheltering and counseling, United Way of North Idaho for child care scholarships, and CDBG staff administration. The hospitality industry is another area that has been seriously impacted by COVID-19 in Coeur d'Alene and it directly impacts the local workforce that is largely comprised of ALICE population individuals and families.

**PERFORMANCE ANALYSIS:**

The CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons. HUD provided some initial guidance for the use of the funds including eligible activities. That list has been provided

in previous staff reports and is posted on the CDBG webpage. It is also attached to this staff report for reference. In addition to the list of activities, the funds must be used to meet a National Objective: 1) benefit to low- and moderate-income (LMI) persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet a need having a particular urgency (referred to as urgent need)). Funding requests must also fall under one of the eligible activities in the HUD matrix, which is based on federal regulations 570.201-570.207. There are also reporting requirements and proof of LMI benefit that must be achieved.

HUD has expanded the allowable payments to include up to six months of subsistence payments due to COVID-19.

Subsistence Payments 24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2) One-time or short-term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service, and rent/mortgage payments to prevent eviction

### **CDAIDE Subsistence Payments Program**

CDAIDE supports those working in Coeur d'Alene-area restaurants and hotels by providing resources and emergency financial assistance. Hospitality workers are one of the most fragile groups in our community. Whether they are servers, cooks, dishwashers, cleaners, receptionists, or others, they often struggle with limited income and assets, lack of insurance, and an absence of the resources their families need. In our area, many face a seasonal work cycle, with a long winter of reduced work and pay. Unexpected medical expenses, auto breakdown, or a lapsed rent payment can spell crisis, even homelessness or job loss, for them.

The program would address the 2018-2022 Consolidated Plan Goal Number 6: expanding public services for low- to moderate-income residents in Coeur d'Alene. Specifically, this program would provide emergency subsistence for housing, utility and transportation expenses to individuals and families directly affected by COVID-19. It falls under the CDBG National Objective Benefit to low- and moderate- income (LMI) persons and Activity Code 05Q Subsistence Payments.

With the CDBG grant, CDAIDE would be able to offer subsistence payments for hospitality workers' housing for more than a single month. Typically, CDAIDE's lifetime cap for an individual is \$1200, or \$2400 for a single parent. That generally provides for only one month of rent for an individual or two months for a single parent. It would also pay for a part-time Care Coordinator to manage the program and providing the required HUD reporting.

During the government shutdown, because of limited resources, CDAIDE reduced their budget per client from \$1200 to \$350/client. Going into the winter, additional funds could help meet a larger portion of acute needs that hospitality workers face.



The current "care budget" to assist with housing, transportation, and medical care is \$62,400 over 12 months. With those funds, CDAIDE assists approximately 5-6 individuals per month. With the addition of CDBG funds, CDAIDE would be able to increase the number of clients served by 100%, likely an additional 6-9 individuals/month.

CDAIDE, in operation since 2017, typically manages 2-3 referrals/week from employers to assist hospitality workers with urgent needs. During the government shutdown, this ballooned to 10-15 referrals per week to assist an entire industry in crisis.

### **City Utility Subsistence Payment Program**

With the loss and reduction of employment, reduction in the Lost Wage Assistance extra payments under unemployment benefits, illness and other factors as a result of COVID-19, the City has a large number of customers who are delinquent in their utility bills. Our ALICE population comprises 41% of our total population, and these are often the people who don't qualify for other forms of assistance because they make too much money, but they are also struggling to make ends meet. The City is requesting \$10,000 for municipal utility bill assistance be set aside from the CDBG-CV funds to assist those who qualify under the HUD guidelines for LMI and demonstrate a need based on being directly affected by COVID. Late fees are not eligible for payment and the City would have to agree to waive these fees or defer them.

As of October 14, 2020, there are over 300 City utility customers that have delinquent payments. This equates to more than \$46,000 in payments that are past due and owed to the City, which affects the city's budget. Staff is proposing to set aside \$10,000 of the CDBG-CV funds for this City Utility Subsistence Payments Program to eligible LMI city residents who are delinquent on their bills or who may not have the money to pay upcoming bills as a result of COVID-19.

The program would address the 2018-2022 Consolidated Plan Goal Number 6: expanding public services for low- to moderate-income residents in Coeur d'Alene. Specifically, this program would provide emergency subsistence for city water and sewer expenses to individuals and families directly affected by COVID-19. It falls under the CDBG National Objective Benefit to low- and moderate- income (LMI) persons and Activity Code 05Q Subsistence Payments.

As noted above, HUD has expanded the allowable payments to include up to six months of subsistence payments due to COVID-19.

If approved, staff would send out notification of the program to the delinquent customers and also share information on social media and through the 139 person CDBG stakeholder list. Staff would require self-certification of their income and provide additional documentation on income to ensure that they qualify as LMI and that they have been impacted as a result of COVID-19. If the program is in high demand, staff may come back to Council to request additional funds.

**FINANCIAL ANALYSIS:**

The City received \$199,675 in CDBG-CV funds. The total dollar amount of approved grants so far is \$101,365.92. There is \$98,309.08 remaining in the first round of CDBG-CV grant funds. It was recommended at the May 19, 2020 meeting that \$80,000 be held back to provide assistance during the fall and winter when community members may be impacted the most. The City is now receiving an additional \$247,124 in CDBG-CV3 funds, which removes the need to hold back the \$80,000 funds from the original allocation.

Staff is recommending funding for CDAIDE in the amount of \$50,000 for the Housing, Utility and Transportation Assistance Program. Staff is also recommending funding the City in the amount of \$10,000 for the City Utility Subsistence Payments Program.

There is currently \$98,309.08 available from the first round of CARES Act funds to spend on COVID-19-related needs that meet the HUD requirements for funding that includes the \$80,000 that was held back for anticipated needs for this fall and winter. If both programs are awarded, there would be \$38,309.08 left to spend for the first round of CARES Act funding. The breakdown of the funds is provided below for reference.

CARES Act Funds (CV-1)	\$	199,675.00
General Admin	\$	9,935.00
St. Vincent Homeless Sheltering/Services	\$	24,000.00
Family Promise Homeless Housing	\$	12,600.00
Boys and Girls Club Food Pantry	\$	10,000.00
Lake City Center Expanded Meals on Wheels	\$	3,685.92
Safe Passage (Shelter & Services)	\$	26,145.00
United Way of North Idaho	\$	15,000.00
Total Currently Allocated	\$	86,365.92
Remaining Funds	\$	98,309.08
CDAIDE funding	\$	50,000.00
City Utility Subsistence Funding	\$	10,000.00
Amount of funds left to spend if awarded	\$	38,309.08

**DECISION POINT/RECOMMENDATION:**

The City Council should authorize staff to proceed with an agreement to fund CDAIDE in the amount of \$50,000 to provide emergency subsistence payments to assist LMI individuals and families in Coeur d'Alene supporting hospitality workers and authorize staff to set aside \$10,000 to fund the City's Utility Subsistence Payment Program with CDBG-CV funds in response to COVID-19.

Attachments:

- Eligible Projects to Receive CDBG-CV Funds in Response To COVID-19
- CDAIDE Funding Request

## ATTACHMENT 1 – ELIGIBLE PROJECTS TO RECEIVE CDBG-CV FUNDS IN RESPONSE TO COVID-19

- Buildings and Improvements, including public facilities
  - Construct a facility for testing, diagnosis, or treatment
  - Rehabilitate a community facility to establish an infectious disease treatment clinic
  - Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment
  - Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic
  - Acquire, or quickly rehabilitate (if necessary), a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery
  - Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis
  
- Assistance to Businesses, including Special Economic Development Assistance
  - Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease
  - Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons
  - Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine
  
- Public Services
  - Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community
  - Provide testing, diagnosis or other services at a fixed or mobile location
  - Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities
  - Provide equipment, supplies, and materials necessary to carry-out a public service
  - Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities
  
- Grants or revolving loan funds for small and medium enterprises
- Supporting community non-profits performing essential services
- Workforce development and training services for displaced workers
- Retrofitting community facilities for medical or quarantine uses
- Supporting food and other essential supply deliveries to elderly or other vulnerable populations

- Supporting various interrupted or at-risk core governmental functions (see note below)
- All other CDBG eligible activities that are exacerbated by COVID-19 (e.g., homeless shelters)
- Reimbursement costs to prevent, prepare for, and respond to coronavirus incurred by a State or locality, regardless of the date on which such costs were incurred, when those costs comply with CDBG requirements.

\* Funded activities and projects shall prioritize the unique needs of low- and moderate-income persons.



#### Brief Project Description:

COVID and the associated government shutdown created significant financial strain for local hospitality workers. Winter in our resort community always results in reduced hours and more difficulty making ends meet for many hospitality workers, and this winter will be unprecedented with the level of need we will find among those who exhausted personal savings this spring and who may face especially slow months with locals avoiding indoor dining. We seek funds to provide rent payments, transportation costs to get to work, and essential medical care for hospitality workers. We also seek funds to replace lost income of workers who must quarantine, face temporary business shutdown, or care for an ill or quarantined child.

#### Agency Mission Statement:

##### What We Do

CDAIDE supports those working in Coeur d'Alene-area restaurants and hotels by providing resources and emergency financial assistance, as well as building positive relationships.

##### Why Hospitality Workers?

Hospitality workers are one of the hardest-working yet most fragile groups in our community. Whether they are servers, cooks, dishwashers, cleaners, receptionists, or others, they often struggle with limited income and assets, lack of insurance, and an absence of the resources their families need. In our area, many face a seasonal work cycle, with a long winter of reduced work and pay. Unexpected medical expenses, auto breakdown, or a lapsed rent payment can spell crisis, even homelessness or job loss, for them. Before CDAIDE was established in 2017, they were not being served by any specific organization.

##### Services Provided

Our support may include financial aid for urgent needs, access to health care, connection to community resources, mentoring, counseling, and other measures to meet individual needs. All of our services are offered with no strings attached.

##### How We Work

CDAIDE works exclusively through referral from managers, owners, co-workers, and others. Individuals cannot self-refer for our services. After referral, CDAIDE contacts the sponsor (person who refers) to get more information, then meets with the Care Recipient for an hour-long conversation to ascertain the Care Recipient's deeper needs. Following this, a recommendation is made to the volunteer CDAIDE Care Coordinator about whether and how to best support the individual, within the categories that we support (housing, transportation, job

readiness, medical and dental, counseling and mental wellness, and support for parents with children). We have a maximum lifetime budget of \$1200/person or \$2400/single parent. We also work to avoid duplication of services and refer individuals to other organizations and resources within the community to meet their needs, as is appropriate. For individuals who are interested, especially those who face chronic challenges in certain areas of their lives, we also offer the opportunity to be matched with a mentor-coach who will provide longer-term support and encouragement.

\*We do not have permanent staff members, but we do periodically hire a web designer/technology assistant on a contract basis. \*Please note, annual operating budget does not take into account costs associated with COVID, which have been significant for our organization.

Please describe your organization's capacity to implement the proposed project/program. Who will be involved in the project/program? (In-house employees, contractors, other agency partners, etc.) List projects of similar size and type that your organization has completed: CDAIDE, in operation since 2017, typically manages 2-3 referrals/week from employers to assist hospitality workers with urgent needs. During the government shutdown, this ballooned to 10-15 referrals per week to assist an entire industry in crisis. We were not only able to respond to 100% of referrals, we responded to each and allocated funds within a matter of days, knowing what acute needs people were facing. This process required training 25 new volunteers within 1-2 weeks, developing new digital tools to process referrals (previously, all work was in person and paper-based), and managing financial allocation on an unprecedented level for our organization. We have an excellent, committed team made up entirely of volunteers. We take pride in our professionalism and are fully dedicated to our mission. Our working board members devote numerous hours every week toward growing and sustaining this organization, and we have approximately 50 additional dedicated volunteers, many of whom work directly with our clients to ascertain their needs and recommend assistance to the CDAIDE Board.

Recently, the Coeur d'Alene Resort has partnered with CDAIDE to serve the needs of their staff through an employee contribution program, which reflects their confidence in CDAIDE after we have served their staff on our own for several years.

We are currently exploring funding sources due to the need to elevate the Care Coordinator position from volunteer to a part-time paid position. The Care Coordinator receives referrals from employers or other agencies regarding hospitality workers who need assistance, assigns volunteers to meet with care recipients and recommend how we can help, and ensures follow-through with distribution of funds. This is an existing position in which CDAIDE currently has a volunteer, but the position has become too burdensome on a volunteer basis. Because it is an existing position with a defined role and process, we can easily convert it to a paid position.

The project to assist hospitality workers with costs for housing, medical care, and transportation is core to the work that we already do. These funds would allow us to expand these efforts and meet the full needs people have. The project to fund a worker's lost income

from a required quarantine would be a more straightforward process than our typical referral process, which is far more extensive.

What new programs or services will be provided?

The hiring of a part-time Care Coordinator for CDAIDE will be a tremendous support to our work and allow us more efficiently help more people. Having a paid Care Coordinator in place will also free up volunteer time to be spent in other important work for the organization, including support of events and fundraising so that we can assist more individuals in our community. It will be a priority for us to sustain the paid Care Coordinator position beyond the period of this grant.

With CDBG funds, we would also be able to offer a program to replace lost income for workers who must quarantine as a result of COVID, a child under 10 with COVID or required quarantine, or other COVID-related business shutdown.

Describe how existing programs or services will be expanded and what percentage of an increase is expected?

CDAIDE is in a phase of rapid expansion within our community. In 2017, we laid the groundwork for the organization. In FY 2019 (July 2018-June 2019), we supported six local hospitality workers. In FY2020 (July 2019-June 2020), we supported 91 hospitality workers and impacted 140 individuals (including workers' dependent children) with interventions targeted to prevent a downward spiral leading to homelessness. Our substantial growth was to some degree tied to COVID, though the trajectory of more cases served has continued due to growing awareness of CDAIDE's services within our community. We are now responding to 8-10 referrals/month, and this is generally our slowest season, as hospitality workers work long hours in the summer and early fall. Getting through winter is the challenge, and this is where we see our greatest volume.

With the CDBG grant, would be able to offer subsistence payments for hospitality workers' housing for more than a single month. Typically, CDAIDE's lifetime cap for an individual is \$1200, or \$2400 for a single parent. That generally provides for only one month of rent for an individual or two months for a single parent.

During the government shutdown, because of limited resources, we reduced our budget per client from \$1200 to \$350/client. Going into the winter, additional funds could help us to meet a larger portion of acute needs that hospitality workers face.

Our current "care budget" to assist with housing, transportation, and medical care is \$62,400 over 12 months. With those funds, we could assist approximately 5-6 individuals per month.

With the addition of CDBG funds, we would be able to increase the number of clients served by 100%, likely an additional 6-9 individuals/month.



## CDBG-CV Funding Recommendation

CDAIDE COVID-19 Related Support for  
CDA Hospitality Workers & City Utility  
Subsistence Payment Program

**City Council Meeting – October 20, 2020**

Chelsea Nesbit, CDBG Specialist



## DECISION POINT

Should City Council authorize staff to proceed with an agreement to fund CDAIDE in the amount of \$50,000 to provide subsistence payments for LMI hospitality workers in Coeur d'Alene and authorize staff to set aside \$10,000 to fund the City's Utility Subsistence Payment Program with CDBG-CV funds in response to COVID-19?

## CDAIDE CDBG-CV FUNDING REQUEST

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- CDAIDE is requesting \$50,000 to provide subsistence payments to hospitality workers who are LMI in Coeur d'Alene and have been directly affected by COVID-19. Subsidies would cover housing expenses, utilities and transportation expenses.

## CDBG-CV FUNDING OVERVIEW

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On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic.

The City of Coeur d'Alene was notified on April 2, 2020 that we would be receiving **\$199,675** in FY20 CDBG-CV funding, which was accepted by the City Council at its May 5, 2020 meeting. On September 11, 2020, we were notified that another \$247,124 is being awarded to the City in CDBG-CV3 funds. HUD is allowing the CDBG-CV funds to be spent for six years to respond to COVID-19.

CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons. The City Council directed staff to prioritize housing and food for the use of the CDBG-CV funds.

## CDBG-CV FUNDING ALLOCATIONS

- Of the **\$199,675** received, **\$101,365.92** has been allocated for homeless sheltering and support, expanded Meals on Wheels, a food pantry, domestic violence victim support (sheltering and counseling), child care assistance and CDBG staff administration.
- Staff recommends funding CDAIDE in the amount of \$50,000 and authorize staff to set aside \$10,000 to fund the City's Utility Subsistence Payment Program
- If approved, \$38,309 would remain available to spend from the first round of CARES Act funds.

## CDBG-CV FUNDING ALLOCATIONS

### CDBG-CV1 FUNDS \$199,675

CDBG-CV1 Admin	\$9,935
Projects Funded To Date* (including CDAIDE funding and City Utility Subsistence Payment Program )	\$151,430.92
Total CBDG-CV1 Community Opportunity Funds Remaining	<b>38,309.08</b>

### CDBG-CV3 FUNDS \$247,124

CDBG-CV3 Admin	\$49,424.80
CDBG-CV3 Community Opportunity Grants	<b>\$197,699.20</b>

**TOTAL AVAILABLE CV FUNDS REMAINING FOR COMMUNITY OPPORTUNITY**  
**\$236,008.28**

## CDBG-CV PROJECTS

St. Vincent De Paul North Idaho	\$24,000.00
Family Promise	\$12,600.00
Boys and Girls Club	\$10,000.00
Lake City Center	\$3,685.92
Safe Passage	\$26,145.00
United Way	\$15,000.00
<b>Total CV Projects Funded To Date</b>	<b>\$91,430.92</b>
CDAIDE	\$50,000.00 <i>* If Approved</i>
City Utility Subsistence Payment Program	\$10,000 <i>* If Approved</i>
<b>Total CV Projects Funded with CDAIDE</b>	<b>\$151,430.92</b>

## CDAIDE PERFORMANCE ANALYSIS

- The COVID-19 Related Support for CDA Hospitality Workers Program would provide financial support to individuals and families who work in the hospitality industry for housing assistance, utilities and transportation expenses.
- The City Utility Subsistence Payment Program would provide emergency subsistence for city water and sewer expenses to individuals and families directly affected by COVID-19.
- Both fall under the CDBG National Objective **Benefit to low- and moderate- income (LMI) persons** and Activity Code **05Q Subsistence Payments**

## CDAIDE PERFORMANCE ANALYSIS CONTINUED...

The COVID-19 Related Support for CDA Hospitality Workers program will:

- Assist 6-9 individuals and families per month who are experiencing hardship as a result of COVID-19 in accessing and maintaining housing, utilities and transportation expenses.
- Historically, 2-3 referrals per week have been processed, but the onset of COVID-19 has increased that number to 10-15 per week.
- **36-55 hospitality workers will directly benefit from this program as well as 15-30 dependent children.**

## CDAIDE PERFORMANCE ANALYSIS CONTINUED...

- The funds would allow CDAIDE to expand their existing assistance program by up to 100%
- Allow them a part time care coordinator to be hired for 10 hours per week for six months.
- Allow a small budget for marketing materials, social media campaign, implementing an online application, and web content creation.

## COVID-19 IMPACTS ON HOSPITALITY WORKERS

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- There are an estimated 7,000 hospitality workers in CDA.
- Most fall into the Low-income and ALICE population, which means they make too much to qualify for most government assistance but not enough to meet basic needs.
- 83% do not have health care through their employers, 79% do not have paid sick leave
- With income disruptions as a result of COVID, more families are struggling to make ends meet

## CITY UTILITY SUBSISTENCE PERFORMANCE ANALYSIS

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- As of October 14, 2020, over 300 City utility customers have delinquent payments.
- More than \$46,000 in payments are past due.
- The City Utility Subsistence Payment Program would provide emergency subsistence for city water and sewer expenses to individuals and families directly affected by COVID-19.

## CITY UTILITY SUBSISTENCE PERFORMANCE ANALYSIS CONTINUED...

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- If approved, staff would send out notification of the program to the delinquent customers, share information on social media and through CDBG stakeholder list.
- Customers would be required to qualify as LMI and have been impacted as a result of COVID-19.
- Dependent on demand, staff may come back to Council to request additional funds.

## COVID-19 IMPACTS

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- Loss and reduction of employment
- Reduction in the Lost Wage Assistance extra payments under unemployment benefits,
- The City's ALICE population comprises 41% of our total population, who often don't qualify for other forms of assistance because they make too much money, but are also struggling to make ends meet.

## DECISION POINT / RECOMMENDATION

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The City Council should authorize staff to proceed with an agreement to fund CDAIDE in the amount of \$50,000 to provide subsistence payments for LMI hospitality industry individuals and families in Coeur d'Alene and authorize staff to set aside \$10,000 to fund the City's Utility Subsistence Payment Program with CDBG-CV funds in response to COVID-19.



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## QUESTIONS??



## CDAIDE PROJECT BUDGET

Housing/Utilities	\$36,000 Supports one month for 18-20 workers
Transportation	\$3,000 Supports 3-5 workers (average car repairs are \$600)
Care Coordinator	\$5,000 \$18/hr 10 hours per week
Professional Marketing	\$1,000 Printing, social media campaign & web content

**CITY COUNCIL  
STAFF REPORT**

DATE: October 20, 2020

FROM: Chelsea Nesbit, CDBG Community Development Specialist and  
Hilary Anderson, Community Planning Director

RE: APPROVING HUD SUBMITTAL OF THE 2019 CAPER (CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT) AND 2019 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT FOR CDBG-CV3 FUNDS (\$247,124) IN RESPONSE TO COVID-19

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**DECISION POINT:**

The City Council should hold a public hearing and approve the submittal of documents to HUD:

- 2019 CAPER (Consolidated Annual Performance Evaluation Report)
- 2019 AAP CDBG-CV3 Substantial Amendment in response to COVID-19 (\$247,124)

**HISTORY:**

**2019 CAPER-** The City of Coeur d'Alene receives an annual direct allocation of HUD Community development Block Grant (CDBG) funds. Every year the City is required to complete a Consolidated Annual Performance Evaluation Report (CAPER), allowing the public two weeks to share public comment. The CAPER provides an overview of past year project outcomes and spending priorities.

**2019 AAP-** On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic. The \$2 trillion bill was subsequently approved and signed into law on March 27, 2020. The CARES Act made available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. These funds are being distributed to entitlement communities.

The City of Coeur d'Alene was notified on September 11, 2020 that we will be receiving an allocation of \$247,124 in the third round of CARES Act funding. These funds are referred to as CDBG-CV3 funds and will be in addition to the \$199,675 previously allocated, bringing the total CDBG-CV funds to \$446,799. A substantial amendment to the Plan Year 2019 Annual Action Plan (AAP) is required for funding.

**Public Comment** - The 2019 CAPER and 2019 AAP CDBG-CV3 Substantial Amendment were both posted to the City's website on October 2, 2020 with information on how to provide comments. The documents can be viewed online and are included as attachments.

Two weeks of public comment were held between October 2, 2020 and October 20, 2020. Today's Public Hearing was advertised to the public in the following ways: Coeur d'Alene Press notice, website updates, and emails to 139 community stakeholders.

The only public comments received to date are from Larry Riley, Executive Director of St. Vincent de Paul North Idaho (SVDP) with some grammatical changes and updates to the programs that SVDP offers under CR-25 of the CAPER. Those comments have been incorporated into the document, which was uploaded to the City's website and can be found here: [https://cdaid.org/files/Planning/2019\\_CAPER.pdf](https://cdaid.org/files/Planning/2019_CAPER.pdf). The specific comments about the program are included as Attachment 1.

**PERFORMANCE ANALYSIS:**

The summary of accomplishments during PY 2019 are included as Attachment 2, 2019 CAPER Executive Summary.

Authorizing this item will allow staff to submit the 2019 CAPER and the 2019 Annual Action Plan substantial amendment for CDBG-CV3 funds to HUD for official review.

**FINANCIAL ANALYSIS:**

**2019 AAP**

The Plan Year 2019 allocation was \$329,815. The first CDBG-CV allocation was \$199,675, and the CDBG-CV3 allocation is \$247,124. The amended 2019 AAP includes the 2019 CDBG allocation in addition to the CDBG-CV and CDBG-CV3 allocations, with a combined total of \$776,614. The amended AAP specifies how the combined CDBG-CV funds will be split into only two categories – Administration and Community Opportunity Grant under the Public Services Category. Attachment 4 of this staff report shows the breakdown of the two funds and the combined totals.

The CDBG-CV3 funding is subject to a 20% cap on Administrative funds. This equates to \$49,424.80 that can be set aside for administrative expenses, including staffing to administer the grant program related to the CDBG-CV3 funds and related activities. That would leave \$197,699.20 available in grant funds to assist service providers and low-moderate income residents for eligible activities related to COVID-19 response.

As noted above, there is a maximum amount that can be used for administrative expenses. The amended 2019 AAP sets aside \$9,935 from the first round of CDBG-CV funding as well as \$49,424.80 from the CDBG-CV3 funding for administrative expenses and the remaining amount of \$197,699.20 would be put toward community opportunity grants under the public services category and combined with the remaining CDBG-CV first round funds. These budget

allocations can be increased or reduced through a minor amendment if the change is less than 20%. If the funding allocations change by 20% or more, a new budget will be created, made available for public comment, and brought before Mayor and Council for final approval.

Because the City has six years to spend the CDBG-CV funds (including the new CDBG-CV3 funds) and due to the increased amount as a result of the CV3 fund allocation and time required for staff to administer the regular CDBG funds and now the influx of CDBG-CV funds, staff will need to have adequate funds to pay for staff time to manage the grant funds. Therefore, the plan reflects the full 20% for administrative expenses associated with the CDBG-CV3 allocation. Please note that this does not affect the previous distribution of funds under the original CDBG-CV funds.

**DECISION POINT/ RECOMMENDATION:**

The City Council should approve the submittal of the 2019 CAPER and 2019 AAP Substantial Amendment incorporating the \$247,124 in CDBG-CV3 funds to HUD for official review.

**Attachments:**

- Comments on the CAPER from Larry Riley, Executive Director of St. Vincent de Paul of North Idaho
- 2019 CAPER Executive Summary
- 2019 CAPER Financial
- 2019 AAP Amendment CDBG-CV and CV3 funding breakdown

## **ATTACHMENT 1 -Comments and edits from Larry Riley of St. Vincent de Paul on CAPER**

### **Edit to program information under section CR-25 of the 2019 CAPER:**

Under the Emergency Solutions Grant (ESG), St. Vincent de Paul North Idaho has been tracking accomplishment in two categories: Homeless Prevention and Rapid Rehousing. Under the Homeless Prevention program in 2019, approximately 68 were served. And under the Rapid Rehousing program, 78 individuals were served. Additionally, St. Vincent de Paul North Idaho operates a homeless family shelter under the Emergency Solutions Grant they received which provides funding for 24 beds for individuals and families experiencing homelessness. These programs also provide intensive weekly and monthly case management, which begins with a self-sufficiency plan that includes job training services, substance abuse counseling, life skills classes, parenting classes, and financial literacy classes.

Under a Continuum of Care grant, St Vincent de Paul North Idaho also operates the Angel Arms program. This is a Permanent Supportive Housing program utilizing the Housing First model. They currently have 30 units distributed throughout the community, ranging from 1 bedroom apartments to 4-bedroom houses. The participants attend case management on a weekly, bi-weekly, or monthly basis, depending on their progress. They also assist participants in assessing and addressing barriers to housing and other resources, with the goal that the participant is able to move-on to permanent housing within 2-years.

## **ATTACHMENT 2 – CAPER Executive Summary**

### **2019 Goal Successes and Highlights**

- **Awarded \$202,892 in Community Opportunity Grants for PY 2019**
- **Completed 2 PY 2017 Community Opportunity Grants: Safe Passage & Commonwealth Agency**
- **Completed 2 PY 2018 Community Opportunity Grants: Lake City Center drainage improvement & TESH energy efficiency improvements**
- **Goals met: Neighborhood Revitalization, Sidewalk Improvement (in planning), and Public Service**
- **Three goals not funded: increase for sale, and rental, affordable housing, and economic development. *Staff continues to look for partners to meet unmet goals***

### **2019 Community Opportunity Grants**

- **Lake City Center (\$45,000): Public Facility Rehab grant for ADA restroom rehab**
- **St. Vincent De Paul (\$95,000): Public Facility Rehab grant for replacement of HVAC system**
- **United Way Kindergarten Bootcamp (\$44,000): Public Service grant for Kindergarten readiness program. (\*due to COVID-19, request was withdrawn and will be revisited in 2021)**

### **2019 EMRAP**

- **16 Homes rehabilitated through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2019**
  - Heating Systems
  - Roofs
  - ADA Bathroom Installations
  - Electrical/plumbing



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments

DATE: 09-30-20  
 TIME: 13:17  
 PAGE: 2

Program Year: 2019

COEUR D'ALENE

**CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type**

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	16	16
	<b>Total Housing</b>		<b>0</b>	<b>16</b>	<b>16</b>
Public Facilities and Improvements	Senior Centers (03A)	Public Facilities	0	1,650	1,650
	Facility for Persons with Disabilities (03B)	Public Facilities	0	450	450
	Homeless Facilities (not operating costs) (03C)	Public Facilities	0	260	260
	Sidewalks (03L)	Persons	0	1,360	1,360
	<b>Total Public Facilities and Improvements</b>		<b>0</b>	<b>3,720</b>	<b>3,720</b>
Public Services	Senior Services (05A)	Persons	0	187	187
	Employment Training (05H)	Persons	0	12	12
	Abused and Neglected Children (05N)	Persons	0	11	11
	Subsistence Payment (05Q)	Persons	0	5	5
	<b>Total Public Services</b>		<b>0</b>	<b>215</b>	<b>215</b>
<b>Grand Total</b>			<b>0</b>	<b>3,951</b>	<b>3,951</b>

**ATTACHMENT 3**

**2019 CAPER Financial**

<b>PY 2019 Project Funding</b>	<b>Projects</b>	<b>Project Status</b>
\$5,000.00	Lake City Center’s Meals on Wheels Grant	Completed
\$14,600	Sidewalk Improvement in LMI census tract—21 <sup>st</sup> and Sherman, north to Fernan Elementary, a safe-routes-to-school corridor	Project to begin in summer of 2020 *Completed in July of 2020
\$57,149	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	16 Homes Rehabilitated in PY 2019
\$202,892: Community Opportunity Grant	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	-1 Public Service Awarded -2 Public Facility Grants Awarded
\$50,174.00	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed
<b>Total Grant: \$329,815</b>		



## ATTACHMENT 4 – AAP Funding Breakdown

### CDBG-CV Funding Breakdown

CDBG-CV1 Allocation	\$	199,675.00
CDBG-CV3 Allocation	\$	247,124.00
<b>Total CDBG-CV Funds</b>	<b>\$</b>	<b>446,799.00</b>
CDBG-CV1 Admin	\$	9,935.00
CDBG-CV3 Admin*	\$	49,424.80
<b>Total Admin</b>	<b>\$</b>	<b>59,359.80</b>
<b>Total Community Opportunity Funds</b>	<b>\$</b>	<b>387,439.20</b>

\*due to the amount of time given to expend these resources as well as the increase in administrative time needed to administer the funds, we recommend keeping the full 20% of CDBG-CV3 Admin funds available in that category. Any unused portion can be reallocated to Community Opportunity Grants if not needed to cover admin expenses.



### CDBG-CV Projects Funded

Total CDBG-CV Funds	\$	446,799.00
Admin	\$	(59,359.80)
	\$	387,439.20
St. Vincent De Paul North Ida	\$	24,000.00
Family Promise	\$	12,600.00
Boys and Girls Club	\$	10,000.00
Lake City Center	\$	3,685.92
United Way	\$	15,000.00
CDAIDE	\$	50,000.00
<b>Total CDBG-CV Community Opportunity Funds Remaining</b>	<b>\$</b>	<b>272,153.28</b>





## **CDBG Public Hearing**

**2019 CAPER  
and  
2019 AAP Substantial Amendment  
for CDBG-CV3 Funds**

**City Council: October 20, 2020**

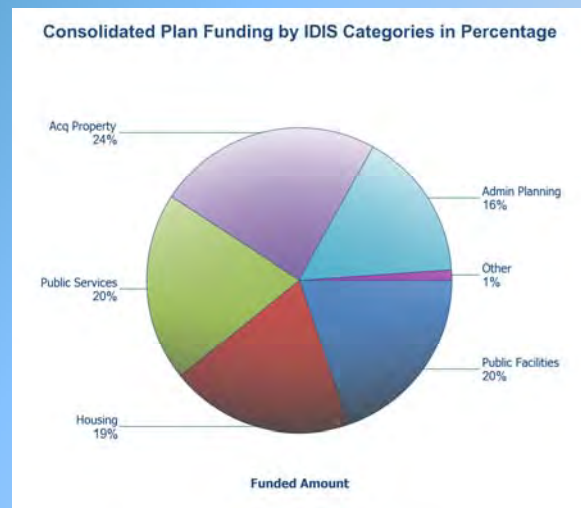


## Coeur d'Alene's CDBG History

- CDBG is a grant from the Housing and Urban Development Agency to support low-to-moderate income residents through specific allowable activities; these projects usually support LMI housing but can include public facility improvements and public service projects.
- The City first became eligible to receive funds in 2007 and has had 12 Plan Years to date totaling **\$3,309,440 in awarded funds with \$2,646,895 allocated towards projects.**



## CDBG Funding Breakdown (2008-2019)



## CDBG Key Term

- LMI = Low-to-Moderate Income
- HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.
  - HUD’s 2019 **Median Income** determination for Coeur d’Alene is **\$64,600**
  - LMI for 2019 (based on a 2-person household):
    - Low Income is <\$41,400**
    - Very Low Income is <\$25,850**
    - Extremely Low Income is <\$16,910**



## Selecting Activities Each Year

- Activities must meet a National Objective and be a HUD approved activity

**National Objectives:**

- 1. *Benefit to low-and-moderate income (LMI) persons*
- 2. *Aid in the prevention of slum and blight*
- 3. *Meet an urgent need*

- Activities must meet Annual Action Plan and Consolidated Plan Goals
- When choosing activities to fund, the City must consider capacity of staffing, size of community and amount of allocation, and capacity of sub-recipient organizations



## Consolidated 5-Year Plan Goals

- **Goal 1:** Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.
- **Goal 2:** Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.
- **Goal 3:** Improve the City's sidewalks to make them more accessible to persons with disabilities.
- **Goal 4:** Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.
- **Goal 5:** Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.
- **Goal 6:** Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.



## 2019 CAPER

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

APRIL 1, 2019-MARCH 31, 2020



PY 2019 Project Funding	Projects	Project Status
\$5,000.00	Lake City Center’s Meals on Wheels Grant	Completed
\$14,600.00	Sidewalk Improvement in LMI census tract— 21 <sup>st</sup> and Sherman, north to Fernan Elementary, a safe-routes-to-school corridor	Project to begin in Summer of 2020.
\$57,149	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	16 Homes Rehabilitated in PLAN YEAR 2019
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<b>Total Grant: \$329,815</b>		

## 2019 Goal Successes and Highlights

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## 2019 Community Opportunity Grants

- **Lake City Center (\$45,000):** Public Facility Rehab grant for ADA restroom rehab
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- **United Way Kindergarten Bootcamp (\$44,000):** Public Service grant for Kindergarten readiness program. (\*Due to COVID-19, request was withdrawn and will be revisited in 2021)

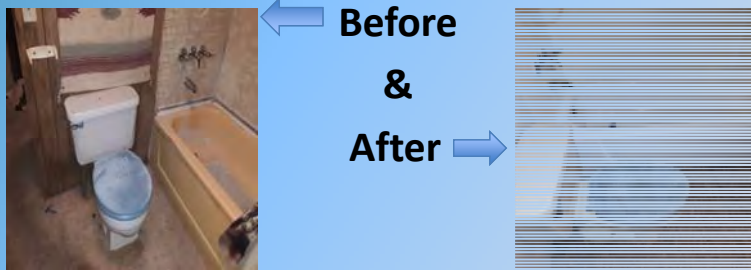


## 2019 EMRAP

- **16 Homes rehabilitated through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2019**
  - Heating Systems
  - Roofs
  - ADA Bathroom Installations
  - Electrical/plumbing



## EMRAP Spotlight



Installation of new tub and subfloor



## EMRAP Spotlight

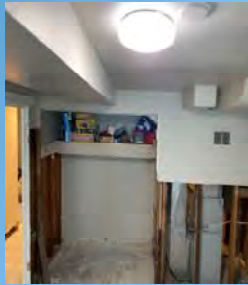


Subfloor repair and ADA toilet installed





## EMRAP Projects in Motion



**Water Abatement**



**Furnace Replacement**



**Re-Roofing**



## Lake City Center Grant \$5,000

Meals on Wheels serves over 67 Coeur d'Alene seniors monthly with their home-delivered meals program.

Serves individuals 60 years of age or older who are frail or homebound due to illness or incapacitating disability.



## 2019 AAP AMENDMENT (CDBG-CV3 FUNDS) ANNUAL ACTION PLAN



### CDBG COVID-19 Funds

The CARES Act made available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

The City of Coeur d'Alene was notified on September 11, 2020 that we will be receiving **\$247,124** in PY19 CDBG-CV3 funding in addition to the **\$199,675** allocated in April. The total allocation is **\$387,439**.

All CDBG-CV funds are for urgent needs and to serve low-mod income individuals.

Specific activities are eligible for COVID-19 relief per CARE Act and HUD.

*\* 2019 Annual Action Plan amendment and public hearing are required.*

## CDBG-CV3 Funding Breakdown

<b>CDBG-CV3 Allocation</b>	<b>\$ 247,124.00</b>
Administrative Cap 20%	\$ 49,424.80
Community Opportunity Grants	\$ 197,699.20

- 80% of funds must be spent down within 3 years of funding
- All funds must be expended within 6 years of funding
- 20% cap on Public Services Waived



## CDBG-CV Funding Breakdown

CDBG-CV1 Allocation	\$ 199,675.00
CDBG-CV3 Allocation	\$ 247,124.00
<b>Total CDBG-CV Funds</b>	<b>\$ 446,799.00</b>
CDBG-CV1 Admin	\$ 9,935.00
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<b>Total Admin</b>	<b>\$ 59,359.80</b>
<b>Total Community Opportunity Funds</b>	<b>\$ 387,439.20</b>

\*Due to the amount of time given to expend these resources as well as the increase in administrative time needed to administer the funds, we recommend keeping the full 20% of CDBG-CV3 Admin funds available in that category. Any unused portion can be reallocated to Community Opportunity Grants if not needed to cover admin expenses.



## CDBG-CV Projects Funded

Total CDBG-CV Funds	<b>\$ 446,799.00</b>	
Admin	\$ (59,359.80)	
	<b>\$ 387,439.20</b>	
St. Vincent De Paul North Idal	\$ 24,000.00	
Family Promise	\$ 12,600.00	
Boys and Girls Club	\$ 10,000.00	
Lake City Center	\$ 3,685.92	
United Way	\$ 15,000.00	
CDAIDE	\$ 50,000.00	
Total CBDG-CV Community Opportunity Funds Remaining	<b>\$ 272,153.28</b>	



## Public Comments To Date

Larry Riley of St. Vincent de Paul requested edits to program information under section CR-25 of the 2019 CAPER to update and include:

- Emergency Solutions Grant (ESG) tracking and accomplishments in the categories of homeless prevention and rapid rehousing
- Continuum of Care Grant operations, including the Angel Arms Program, a supportive housing program



## Council Actions

- Take public comment on the 2019 CAPER and the 2019 AAP Substantial Amendment incorporating \$247,124 in CDBG-CV3 funds
- Approve submittal of both documents to HUD for official review



# CITY COUNCIL STAFF REPORT

**FROM:** MIKE BEHARY, ASSOICIATE PLANNER  
**DATE:** OCTOBER 20, 2020  
**SUBJECT:** ZC-4-20 ZONE CHANGE FROM R-8 TO R-17  
**LOCATION:** +/- 4.26 ACRE A PARCEL LOCATED AT 3520 N. 15<sup>th</sup> Street

**APPLICANT/OWNER:**

Northwest Solutions Investment Group, LLC  
205 W Anton  
Coeur d'Alene ID 83815

**CONSULTANT:**

Stonehenge Development & Government  
c/o Connie Kruger, AICP  
1859 N Lakewood Drive  
Coeur d'Alene, ID 83814

**DECISION POINT:**

The applicant is requesting approval of a zone change from the R-8 to the R-17 zoning district.

**PLANNING COMMISSION RECOMMENDATION:**

At their regular monthly meeting on September 8, 2020, the Planning Commission held a public hearing on this item and made a recommendation to approve this zone change request.

**BACKGROUND INFORMATION:**

The property is located northeast of the intersection of 15<sup>th</sup> Street and Mary Lane. Prior to 1993, there existed one singling-family dwelling on the entire 4.26-acre site. Currently there is an existing multi-family apartment complex located at this site. There is a total of 33 units located on this property.

This multi-family facility was approved under the cluster housing regulations that were adopted in 1988 and repealed in 2007. Building permits for this multi-family complex were obtained in 1993 and in 1994. The site is legal non-conforming, since it was built under regulations that allowed for multi-family in the R-8 district and have since been repealed.

The current zoning ordinance allows multi-family facilities to be located in the R-17, C-17, and C-17L districts. Multi-family uses are not permitted in the R-8 Zoning District. *See Zoning District Information on pages 12-15.*

It should be noted per the applicant's narrative, that they are not requesting additional units at this time. However, if the subject site is approved to be changed to the R-17 residential district, the size of the parcel allows for a maximum of 72 units to be built on this site.

**LOCATION MAP:**



**AERIAL PHOTO:**



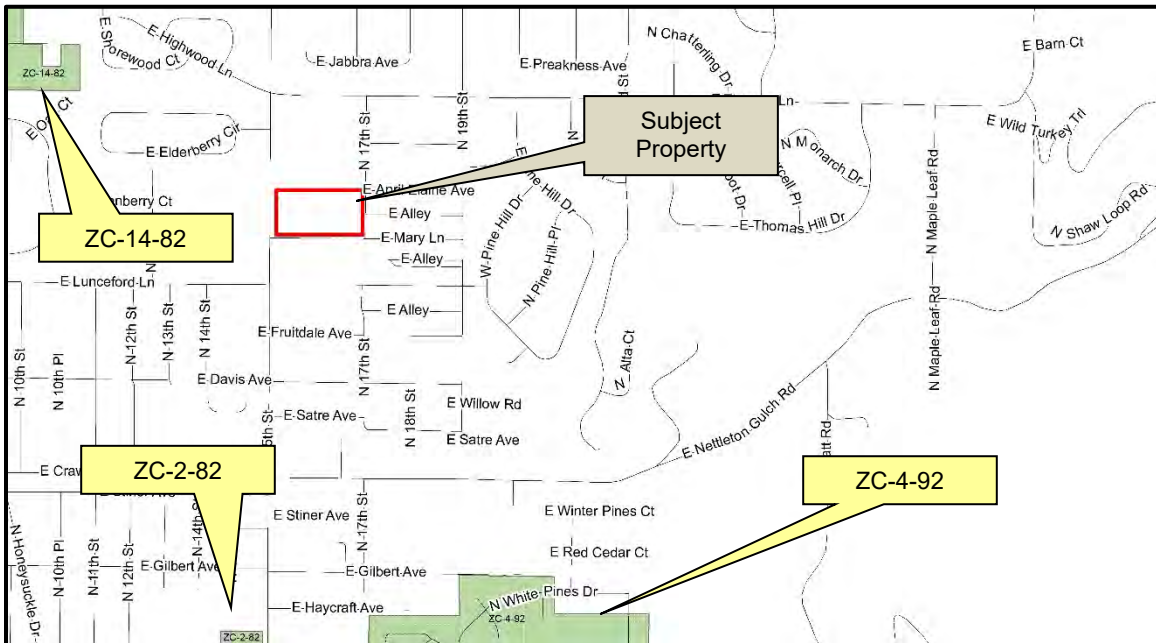
**BIRDS EYE AERIAL PHOTO - 1:**



**PRIOR LAND USE ACTIONS:**

Planning Commission and City Council approved a zone change request in item ZC-2-82 that is south of the subject property from R-12 to C-17 in 1982. Planning Commission and City Council also approved a zone change request in item ZC-14-82 that is west of the subject property from R-8 to R-3 in 1982. A zone change was also approved by the Planning Commission and City Council in 1992 to change the zoning from R-12 to R-8PUD on the property to the south of the subject property in item ZC-4-92.

**PRIOR LAND USE ACTIONS MAP:**





**Zone Changes:**

ZC-2-82	R-12 to C-17	Approved
ZC-14-82	R-8 to R-3	Approved
ZC-4-92	R-12 to R-8PUD	Approved

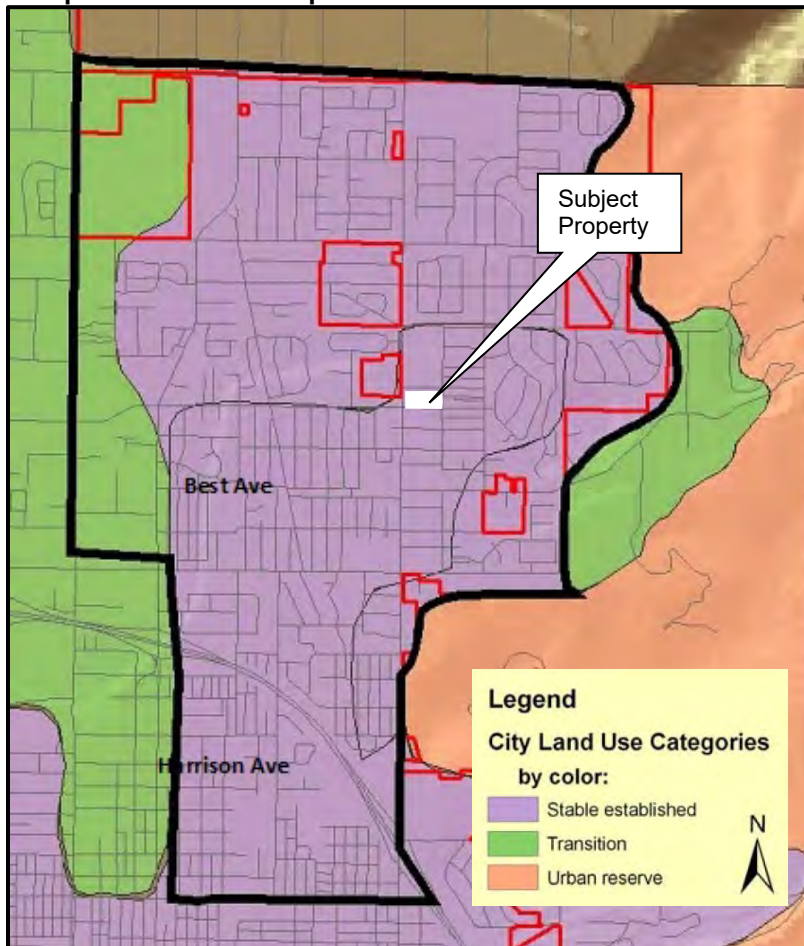
**REQUIRED FINDINGS:**

- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:**

- The subject property is within the existing city limits.
- The City Comprehensive Plan designates this area in the NE Prairie: Stable Established:

**Comprehensive Plan Map: NE Prairie**



**Stable Established:**

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots, and general land use are not expected to change greatly within the planning period.

**NE Prairie Tomorrow:**

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

**The characteristics of NE Prairie neighborhoods will be:**

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

**COMPREHENSIVE PLAN GOALS & OBJECTIVES THAT APPLY:**

**Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

**Objective 1.12 - Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

**Objective 1.14 - Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

**Objective 2.01 – Business Image & Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and services industries, while protecting existing uses of these types from encroachment by incompatible land uses.

**Objective 2.02 – Economic & workforce Development:**

Plan suitable zones and mixed-use areas, and support local workforce development and housing to meet the needs of business and industry.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.05 - Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.16 – Capital Improvements:**

Ensure infrastructure and essential services are available for properties in development.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management.

**Objective 4.01 - City Services:**

Make decisions based on the needs and desires of the citizenry.

**Objective 4.06 - Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision-making process.

**Evaluation:** *The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

- B. **Finding #B9:** **That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**STORMWATER:**

City Code requires that all stormwater remain on the property and for a stormwater management plan to be submitted and approved prior to any construction activity on the site. The current plan for the property does not include any modification to the storm drain facilities, but the applicant will be required to include a stormwater management plan with any building permit submittal for the subject property.

*- Submitted by Chris Bosley, City Engineering*

**STREETS:**

The subject property is bordered by 15<sup>th</sup> Street to the west. 15<sup>th</sup> Street meets current City standards. The Streets & Engineering Department has no objection to the zone change as proposed.

*- Submitted by Chris Bosley, City Engineering*

**WATER:**

There is adequate capacity in the public water system to support domestic, irrigation and fire flow for the proposed zone change. The Water Department has no objections to the zone change as proposed.

*-Submitted by Terry Pickel, Water Department Director*

**SEWER:**

There is an existing sewer stub servicing the site and this property is already connected to the public sanitary sewer system. This property falls under the Wastewater Policy #716 – One Parcel, One Lateral. Any new construction must connect to existing sewer that serves the subject site. The Wastewater Department has no objections to the zone change as proposed.

*-Submitted by Larry Parsons, Wastewater Utility Project Manager*

**FIRE:**

The Fire Department works with the Engineering, Water, and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire department access to the site (road widths, surfacing, maximum grade, and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The City of Coeur d'Alene Fire Department can address all concerns at site and building permit submittals. The Fire Department has no objection to the zone change as proposed.

*-Submitted by Bobby Gonder, Fire Inspector*

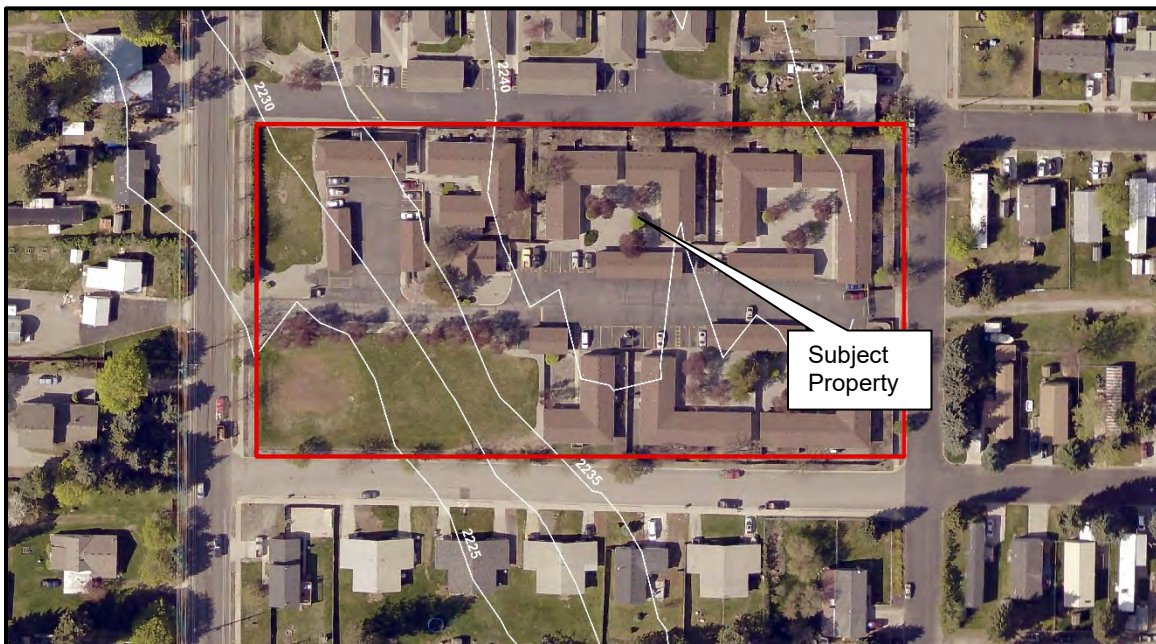
**Evaluation:** *The City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

- C. **Finding #B10:** That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

**PHYSICAL CHARACTERISTICS:**

The site is generally flat with a slight drop in elevation towards the southwest part of the property. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from R-8 to R-17.

**TOPOGRAPHIC MAP:**



**SITE PHOTO 1:** Southwest part of property looking north along 15<sup>th</sup> Street.



**SITE PHOTO 2:** Southwest part of property looking east.



**SITE PHOTO 3:** Central part of property looking north.



**SITE PHOTO 4:** Central part of property looking west toward 15<sup>th</sup> Street.



**SITE PHOTO 5:** Central part of property looking east.



**Evaluation:** *The City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

- D. **Finding #B11:** **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**TRAFFIC:**

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. The applicant also states that no changes are planned for the property. However, if in the future, the property is redeveloped to maximum density, traffic could double. But, considering the size of the subject property, the increase in traffic would be negligible when compared to total traffic on 15<sup>th</sup> Street which exceeds 9500 trips daily. The Streets & Engineering Department has no objection to the zone change as proposed.

*-Submitted by Chris Bosley, City Engineering*

**NEIGHBORHOOD CHARACTER:**

**2007 Comprehensive Plan: NE Prairie Today**

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre. Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.

**SURROUNDING LAND USES AND ZONING:**

The properties to the west of the subject site are residential land uses with single family dwellings located on them. The properties to the north of the subject site are residential land uses with multifamily and single-family dwellings located on them. The property to the east is a residential land use with mobile homes located on it. The properties to the south are also a residential land uses with duplex dwellings located on them. *See Land Use Map on page 11.*

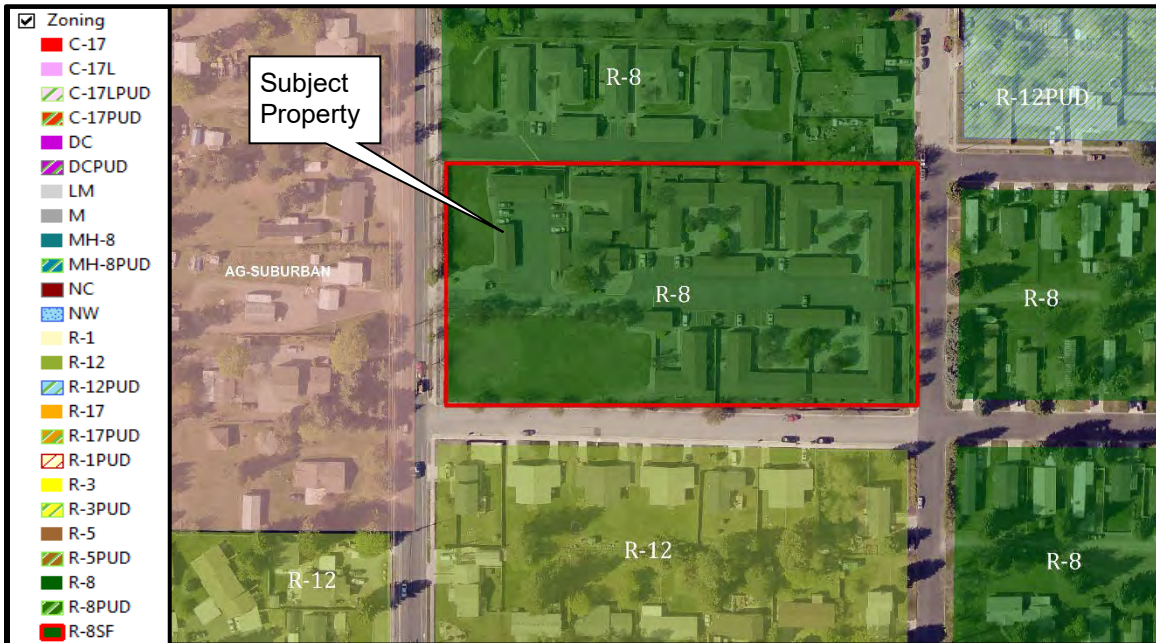
The properties to the north and east of the subject site are zoned R-8 Residential. The properties to the south of the subject site are zoned R-12 Residential. The properties to the west are zoned AG-Suburban in the County. *See Zoning Map on page 12*

**GENERALIZED LAND USE PATTERN:**





**ZONING MAP:**



Approval of the zone change request would allow the uses by right to change from R-8 uses to R-17 uses (as listed below).

**Existing R-8 Zoning District:**

The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre. In this district a special use permit, may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 ½) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property. Project review is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

Principal permitted uses in an R-8 district shall be as follows:

- Administrative.
- Duplex housing.
- Essential service (underground).
- "Home occupation"
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing

Permitted uses by special use permit in an R-8 district shall be as follows:

- Adult entertainment sales and service.
- Auto camp.
- A two (2) unit per gross acre density increase.
- Boarding house.
- Childcare facility.

- Commercial film production.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders' facility.
- Noncommercial kennel.
- Religious assembly.
- Restriction to single-family only

The minimum lot requirements in an R-8 district shall be as follows:

- Five thousand five hundred (5,500) square feet per unit per individual lot. All buildable lots must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the city through normal subdivision procedure, or unless a lot is nonconforming.

Minimum yard requirements for residential activities in an R-8 district shall be as follows:

- Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.
- Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.
- There will be no permanent structures erected within the corner cutoff areas.
- Extensions into yards are permitted in accordance with section 17.06.495 of this title.

#### **Proposed R-17 Zoning District:**

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

Principal permitted uses in an R-17 district shall be as follows:

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-17 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders' facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel

- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility.
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) unit per gross acre density increase
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

**17.05.290: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-17 District shall be as follows:

Structure Type	Structure Location	
	In Buildable Area for Principal Facilities	In Rear Yard
Single-family and duplex structure	32 feet	n/a
Multiple-family structure	45 feet	n/a
For public recreation, community education or religious assembly activities	45 feet	n/a
Detached accessory building including garages and carports	32 feet	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

**17.05.320: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

A. Minimum yard requirements for single family and duplex residential activities in an R-17 District shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten-foot (10') minimum.
3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: The rear yard requirement shall be twenty-five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space

C. Multiple-family housing at seventeen (17) units per acre:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be ten feet (10').
3. Side, Street: The street side yard requirement shall be twenty feet (20').
4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space

**17.44.030: RESIDENTIAL USES:**

Unless otherwise allowed by the relevant zoning or overlay district, the following off-street parking

D.	Multiple-family housing:	
	1. Studio units	1 space per unit
	2. 1 bedroom units	1.5 spaces per unit
	3. 2 bedroom units	2 spaces per unit
	4. 3 bedroom units	2 spaces per unit
	5. More than 3 bedrooms	2 spaces per unit

***Evaluation:*** *The City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

**APPLICABLE CODES AND POLICIES:**

**UTILITIES:**

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d’Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

**STREETS:**

4. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
5. All required street improvements shall be constructed prior to issuance of, or, in conjunction with, building permits.
6. An encroachment permit is required to be obtained prior to any work being performed in the existing right-of-way.

**STORMWATER:**

7. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

**PLANNING:**

8. All site improvements must meet the site performance standards of the R-17 Zoning District.

**PROPOSED CONDITIONS:**

None

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2017 Trails & Bikeways Master Plan

**ACTION ALTERNATIVES:**

The City Council must consider this request and make findings to approve, deny, or deny without prejudice. The findings worksheet is attached.

Attachment: Applicant's Narrative

- 
1.      Applicant:      Connie Krueger, Stonehenge Development on behalf of Northwest Solutions Investment Group, LLC  
                 Location:      3520 N. 15th  
                 Request:      A proposed zone change from R-8 to R-17 QUASI-JUDICIAL, (ZC-4-20)

Mike Behary, Associate Planner, provided the following statements.

- The property is located northeast of the intersection of 15<sup>th</sup> Street and Mary Lane. Prior to 1993, there existed one singling-family dwelling on the entire 4.26-acre site.
- Currently there is an existing multi-family apartment complex located at the site with a total of 33 units located on the property.
- This multi-family facility was approved under the Cluster Housing ordinance. Cluster housing regulations were adopted in 1988.
- Building permits for the multi-family complex were obtained in 1993 and in 1994.
- The site is legal non-conforming, since it was built under regulations that allowed for multi-family in the R-8 district, which have since been repealed. The cluster housing regulations were repealed in 2007. The current zoning ordinance allows multi-family facilities to be located in the R-17, C-17, and C-17L districts. Multi-family uses are not permitted in the R-8 Zoning District.
- Mr. Behary said that it should be noted, per the applicant's narrative, that they are not requesting additional units at this time. However, if the subject site is approved to be changed to the R-17 residential district, the size of the parcel allows for a maximum of 72 units to be built on the site.
- The Comprehensive Plan designates the area as NE Prairie: Stable Established.
- The various city departments have no objections to the zone change as proposed.
- The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone.
- There are no conditions associated with the project.

Mr. Behary concluded his presentation.

### **Commission Comments:**

Commissioner Luttrupp asked if there are other R-17 properties near the property.

Mr. Behary explained there are a few far away which he noted on the map. Commissioner Luttrupp noted in the staff report a comment about cluster housing being repealed in 2007 and asked if staff could explain why that was repealed. Mr. Behary said that he is not clear why it was repealed and noted as a follow-up that pocket housing was also repealed, so currently they don't have an infill code.

Commissioner Ingalls noted that on page 11 of the staff report it states that the properties to the west and north of the subject site are residential with a single family currently on the property. Mr. Behary explained that it was a "typo" and should have stated "multi-family" to the north.

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Connie Krueger, applicant, provided the following statements:

- The property owner is Northwest Solutions Investment Group, LLC, with the owner as Brenny Ross.
- The property is located on the east side and is 4.236 acres.
- On the east side of the development are a few fourplexes that are nicely landscaped.
- The rezone from R-12 to R-17 allows for higher density residential.
- There are 3 reasons for the request. One is that the property is non-conforming and the owners are having issues with refinancing because the use is no longer allowed in the zoning district and if it was destroyed it would make it difficult to rebuild. Two, the property is located on a major collector which is 15<sup>th</sup> Street with a lot of medium high-density housing developments highlighting the area, and three, the infrastructure is available for the current use.
- The area is made up of a mixture of triplex and fourplex buildings.
- The infrastructure is already provided.
- Comments from the City Engineer indicated that there is not a problem with future traffic.
- There are currently no plans for development at this time.
- The effects of the rezone would not have a major impact on property rights and value because the quality and style of home would be increased.
- If the zone request was not granted the property owner would struggle because he wouldn't be able to reconstruct in accordance with the current use.
- The comprehensive Plan supports pockets of higher density housing.
- They are in a transition area that allows multi-family housing.

The applicant concluded her presentation.

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There were no questions for the applicant.

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Commissioner Fleming commented that a zone change to R-17 makes sense since the local developments are at the end of their life span and she understands why bringing the property in conformance makes sense.

Commissioner Ingalls concurred and commented that he has recently seen a lot of infill projects in the last few months and predicts that he will see more. He added that they can't guarantee that the project, when completed, will be affordable housing and noted that he is an advocate for quality infill projects.

Commissioner Luttrupp said that he believes the request is premature and can't support the request.

#### ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	No
Commissioner Rumpler	Votes	Aye

Motion to approve carried by a 3 to 1 vote.







# Northwest Solutions Investment Group, LLC

## REZONE APPLICATION NARRATIVE

| Coeur d'Alene, ID |

### Topics

- Location and Existing Zoning
- Nature of Proposed Amendment
- Circumstances which Justify the Proposed Amendment
  - Non-conforming Status
  - Transitioning Land Use on a Major Collector
  - Infrastructure
- Effect of the Amendment on Subject Property and Property Rights, Value, and Character of the Neighboring Properties
- Effect on the Property Owner if the Proposed Amendment is Not Granted
- Why the Proposed Amendment Would Not Be in Conflict with the Comprehensive Plan
- Summary

## LOCATION AND EXISTING ZONING

This proposal is for a rezone of a property owned by Northwest Solutions Investment Group, LLC. The property is zoned R-8. It is located on the east side of US Highway 95, north of E. Lunceford Ln. and east of N. 15<sup>th</sup> Street. This lot is assigned AIN #131658 and Parcel #C-4005-000-011-A.



*Figure 1 Aerial view of property*

The property is located in Township 50 North, Range 3 West, Section 06 NW Boise Meridian, Kootenai County, Idaho. The property is located in the Fruitdale subdivision, track 11.(Book B, Page 134). The lot is approximately 4.2630 acres in size and is developed with approximately 30,720 square feet of residential structures and outbuildings. Undeveloped portions of the site contain stormwater basins. The property slopes upward from west to east. There are no mapped wetlands, riparian areas, or floodplain present.

## NATURE OF PROPOSED AMENDMENT

The owner is requesting to modify the “R-8” zoning and to designate the property with the “R-17” zone designation.

Pursuant to Coeur d’Alene city Code 17.05.090: R-8 General Description : “This district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.”

Pursuant to Coeur d’Alene city Code 17.05.250: R-17 General Description: “The R-17 District is intended as a medium/high density residential district that permits a mix of housing types at a density not great than seventeen units per gross acre.”

**CIRCUMSTANCES WHICH JUSTIFY THE PROPOSED AMENDMENT**

The owner is requesting the change for three primary reasons.

The existing complex contains a multitude of multi-family structures that are not allowed in the R-8 zone district and as such this is a legal non-conformity in terms of structures and multi-family use. This has led to difficulties in obtaining conventional financing and creates concerns with reconstruction because of the nonconforming status.

The owner also recognizes the location on a major collector road system that is transitioning with similar high density housing and will continue to be desirable for such infill housing.

The infrastructure for present and future used is available.

**Nonconforming Status:**

The existing development consists of triplex and fourplex buildings. The applicant has reviewed the R-8 and R-12 zoning regulations and neither the existing R-8 zoning nor R-12 zoning will allow for the reconstruction of triplexes and fourplexes. The R-17 zoning will allow the owner to rebuild the existing structures in a conforming manner as this zone district allows for multi-family structures. Below is a comparison of allowed uses by district. The R-12 zoning is also included in this table to provide background information demonstrating why the R-12 zoning is not being proposed as it does not offer resolution of this issue.

	<b>R-8</b>	<b>R-12</b>	<b>R-17</b>
<b>Permitted Use Principal</b>	Duplex housing Single-family detached housing	Duplex housing Single-family detached housing	Duplex housing Multiple-family Single-family detached housing
<b>Permitted Use Special Use Permit</b>	Group dwelling detached housing Restriction to single family only A two (2) unit per gross acre density increase	Group dwelling detached housing Restriction to single family only A two (2) unit per gross acre density increase	Group dwelling detached housing
<b>Lot Area</b>	5,500 sq ft single family 11,000 sq ft duplex	5,500 sq ft single family 7,000 sq ft duplex	2,500 sq ft per unit multi-family 5,500 sq ft single family 7,000 sq ft duplex
<b>Minimum Frontage</b>	50’	50’	50’

It can be seen that the existing structures on the property exhibit characteristics that are most consistent with R-17 zoning. See the underlined purposes of the R-17 zoning district.

The R-17 Zone Districts allow:

17.05.250: GENERALLY:

A.The R-17 District is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

B.This district permits single-family detached housing as specified by the R-8 District and duplex housing as specified by the R-12 District.

C.This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

D.This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

In comparison, the R-8 Zone District allows for:

17.05.090: GENERALLY:

A.The R-8 District is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.

D.A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements.

1.For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units, one single family dwelling unit and one accessory dwelling unit (ADU), or one duplex. (Ord. 3600, 2018: Ord. 3560, 2017)

**Transitioning Land Use on Major Collector:** Kootenai Metropolitan Planning Organization identifies 15<sup>th</sup> Street as a major collector; which can carry the higher traffic volume of multi-family development. The housing in the surrounding area is beginning to shift towards higher density infill housing similar to the owner's property described herein. Below is an analysis of the 15<sup>th</sup> Street collector system and a sampling of similar multi-family developments located between I-90 and E Kathleen Avenue.

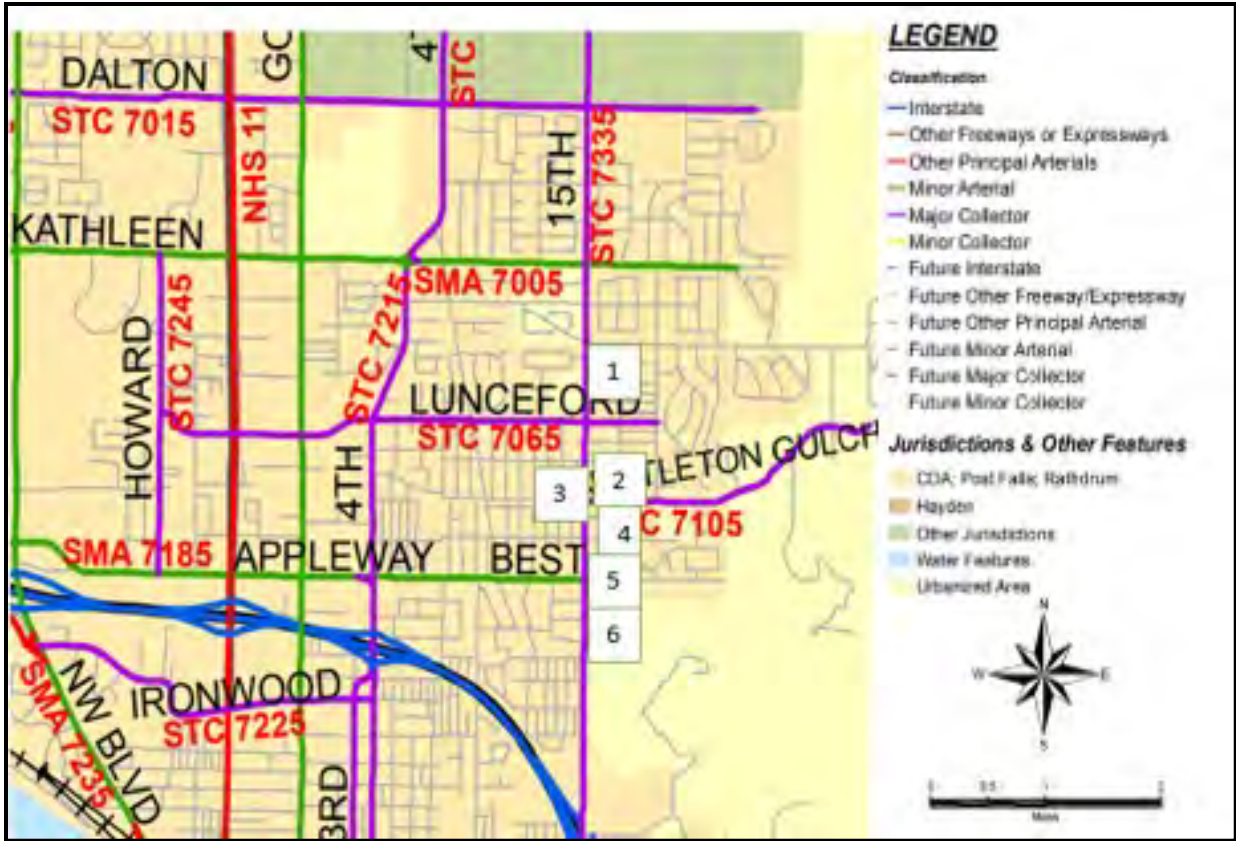


Figure 2 KMPO Functional Classification Map with Developments in Below Table

		
<p>1 Breckenridge Estates Units 34/Acreage 3.5550=9.56 DU/Acre Zoning: R-8</p>	<p>2 Hat Trick Ln Units 8/Acreage .6706= 11.92 DU/Acre Zoning: R-12</p>	<p>3 Walkers Glen Units 7/Acreage .7=10 DU/Acre Zoning: R-12</p>
		
<p>4 Julie Ann Ct Units 13/Acreage .97=13.40 DU/Acre Zoning: R-12</p>	<p>5 Monte Vista Senior Living Units 40/Acreage 2.93=13.65 DU/Acre Zoning: R-12</p>	<p>6 Aspen Home &amp; Development LLC Units 20/Acreage 1.18= 16.95 DU/Acre Zoning: R-17</p>

**Infrastructure:**

Transportation

This property is currently served by N. 15<sup>th</sup> Street. There are existing driveway approaches on the east and west side of the property.

Water (potable, irrigation and fireflow) and Sewer

This property is connected to city water and sewer and will continue to utilize City services in the future.

Storm water

There are two large storm water basins located on the westernmost portions of the property.

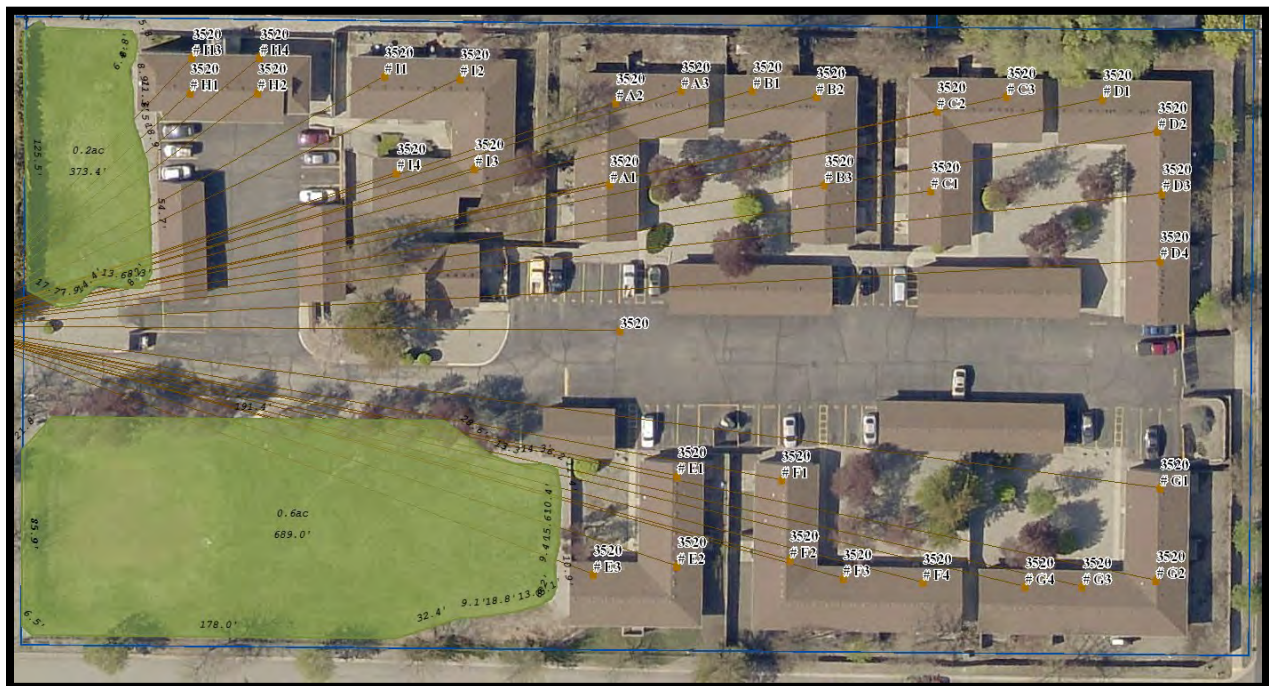


Figure 3 KC Earth Aerial Image with stormwater basins delineated

The stormwater basins encompass approximately .8 of an acre in total. As such, the developable portion of the property that would remain for redevelopment in the case of reconstruction of structures would be 3.463 acres.

**EFFECT OF THE AMENDMENT ON SUBJECT PROPERTY AND PROPERTY RIGHTS, VALUE AND CHARACTER OF THE NEIGHBORING PROPERTIES**

The character of the overall area is changing to a high density residential area within a major collector street system. The rezone of this property will not have immediate impacts to adjoining properties because the owner has no plans at this time for reconstruction--this is a developed complex and is in good condition. In the case of destruction and reconstruction, this would impact the neighboring properties in much the same way as the current surrounding higher density residential uses do--with the primary impacts being noise, traffic, and in certain cases, utility needs.

## EFFECT ON THE PROPERTY OWNER IF THE PROPOSED AMENDMENT IS NOT GRANTED

If the current zoning is maintained, the owner will not be able to obtain conventional refinancing. Additionally, if structures are damaged, the property owner will be unable to rebuild the number of units and types of structures that currently exist on the property. The rezone is a step forward toward a proactive solution that allows future development of the property consistent with the surrounding area and consistent with the comprehensive plan.

## WHY THE PROPOSED AMENDMENT WOULD NOT BE IN CONFLICT WITH THE COMPREHENSIVE PLAN

The proposed amendment will be in an area currently designated as NE Prairie within the City's Comprehensive Plan Future Land Use Map.

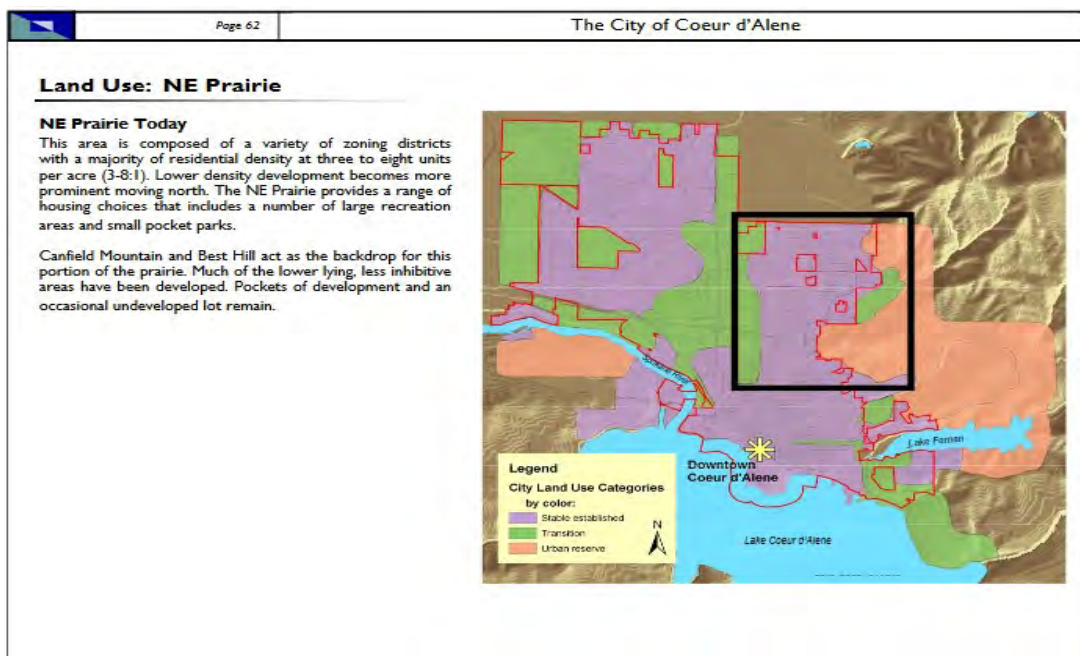
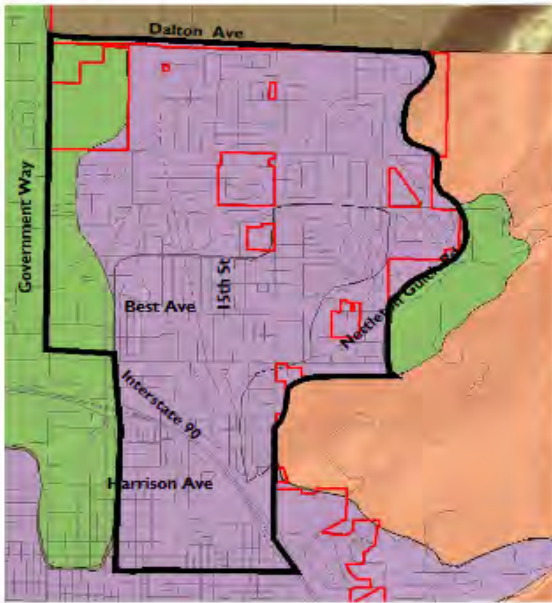


Figure 4 Excerpt from City of Coeur d'Alene Comprehensive Plan

The Comprehensive Plan in NE Prairie Tomorrow states that pockets of higher density housing and multi-family units are appropriate in compatible areas.

**Land Use: NE Prairie****NE Prairie Tomorrow**

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

**The characteristics of NE Prairie neighborhoods will be:**

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

Figure 5 Excerpt from City of Coeur d'Alene Comprehensive Plan

As such, this proposal is consistent with and furthers the intent of the Comprehensive Plan.

## SUMMARY

This property is in an area that is transitioning to higher density multi-family residential uses. This rezone allows for housing that blends with the existing multi-family housing and nature of the surrounding area and allows the property owner to exercise rights that other properties in the area have. The purpose of the R-17 zone district can be fulfilled through this rezone. The property is located in an area with access to a major collector system and to I-90 and this level of access complements higher density residential uses. The proposed rezone allows the property owner to conventionally refinance and to be able to reconstruct in a manner similar to his current investment. The rezone will allow housing and economic development opportunities that serve the City of Coeur d'Alene. As such, this rezone request is consistent with the City's Comprehensive Plan.

Respectfully submitted,

Connie Krueger, AICP



**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**ZC-4-20**

**A. INTRODUCTION**

This matter having come before the Planning Commission on, September 8, 2020, and there being present a person requesting approval of ZC-4-20, a request for a zone change from R-8 to R-17 zoning district

APPLICANT: NORTHWEST SOLUTIONS INVESTMENT GROUP, LLC

LOCATION: +/- 4.26 ACRE A PARCEL LOCATED AT 3520 N. 15<sup>th</sup> Street

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

**(The Planning Commission may adopt Items B1-through7.)**

- B1. That the existing land uses are Residential and Multi-family.
- B2. That the Comprehensive Plan Map designation is NE Prairie Tomorrow- Stable Established.
- B3. That the zoning is R-8.
- B4. That the notice of public hearing was published on, August 22, 2020, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 28, 2020, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on September 8, 2020.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

**Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.02 Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

Objective 2.01 Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.05 Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management.

Objective 4.01 City Services:

Make decisions based on the needs and desires of the citizenry.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report indicating that there is adequate water, sewer and other utilities available to the property.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat which was identified in the staff report.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because this is zone change request which would not have an impact to traffic as indicated in the staff report.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of NORTHWEST SOLUTIONS INVESTMENT GROUP, LLC for a zone change, as described in the application should be approved.

Special conditions applied are as follows:


Motion by Rumpler, seconded by Fleming, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Rumpler	Voted Yes

Commissioners Mandel and Ward were absent.

Motion to approve carried by a 3 to 1 vote.

  
\_\_\_\_\_  
CHAIRMAN TOM MESSINA

# *City Council Meeting*



*October 20, 2020*

ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

## **APPLICANT:**

Northwest Solutions Investment Group, LLC.  
205 W Anton  
Coeur d'Alene, ID 83814

## **CONSULTANT:**

Stonehenge Development & Government  
c/o Connie Kruger, AICP  
1859 N Lakewood Drive  
Coeur d'Alene, ID 83814

## **REQUEST:**

Zone change from the R-8 to the R-17 zoning district.



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**LOCATION:**

Property is located at 3520 N 15<sup>th</sup> Street

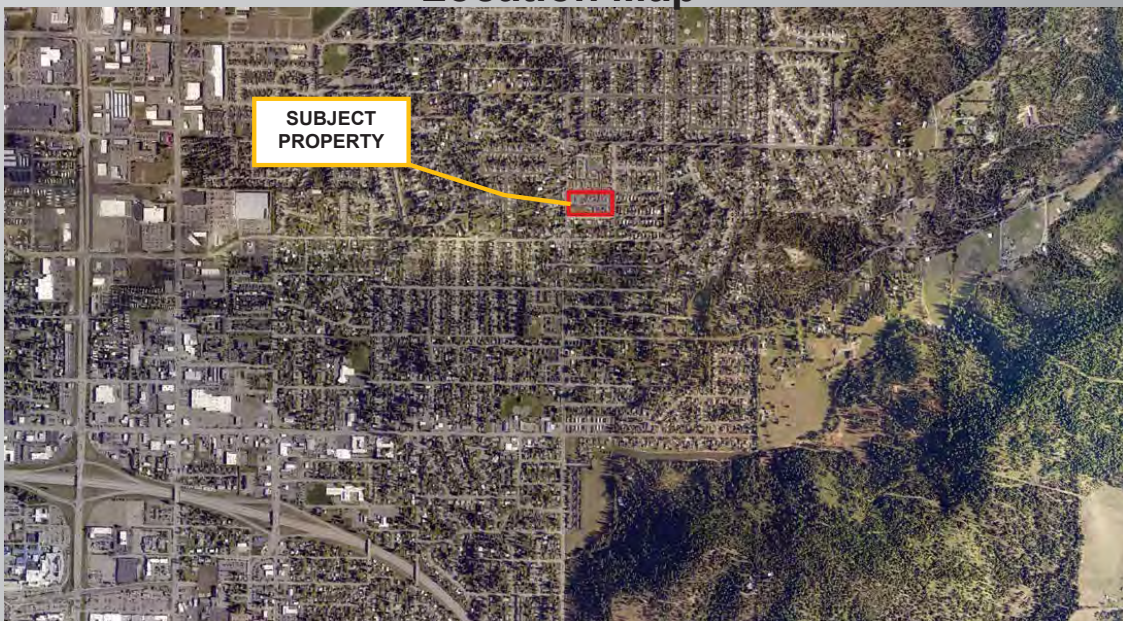
**LEGAL NOTICE:**

Published in the CDA Press on October 3, 2020



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Location Map**



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Aerial Photo**



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Birds Eye - View**



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Finding #B8:**

That this proposal (is) (is not) in conformance with the Comprehensive Plan.

**Finding #B9:**

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

**Finding #B10:**

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

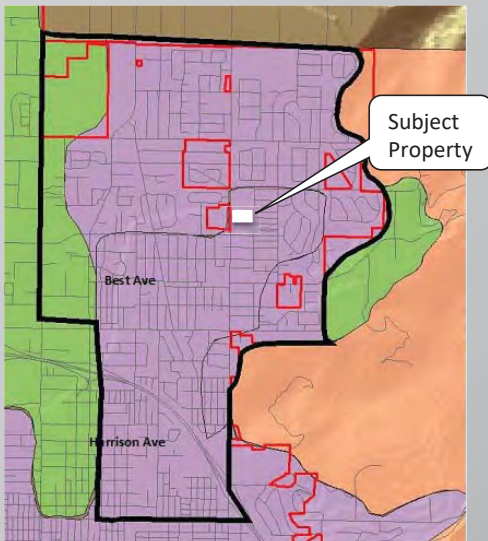
**Finding #B11:**

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Finding #B8:**

That this proposal (is) (is not) in conformance with the Comprehensive Plan.



**2007 Comprehensive Plan:**  
**NE Praire**

***Stable Established:***

*These areas are where the character of neighborhoods have largely been established and, in general, should be maintained. The street network, the number of building lots, and general land use are not expected to change greatly within the planning period.*



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**COMPREHENSIVE PLAN: GOALS & OBJECTIVES:**

**Goal #1 Natural Environment**

- 1.12 Community Design
- 1.14 Efficiency

**Goal #2 Economic Environment**

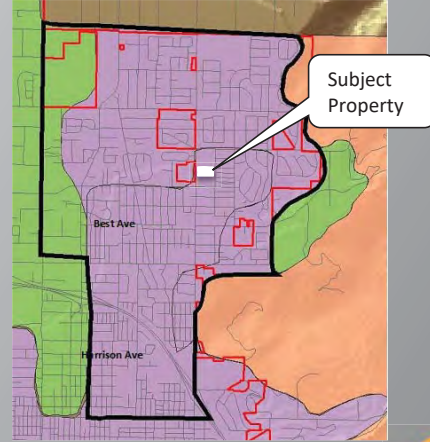
- 2.01 Business Image and Diversity
- 2.02 Economic and Workforce Development

**Goal #3 Home Environment**

- 3.05 Neighborhoods
- 3.16 Capital Improvements

**Goal #4 Administrative Environment**

- 4.01 City Services
- 4.06 Public Participation



See pages 5 and 6 of the staff report for the full list of Comp Plan Goals and Objectives



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Finding #B9:**

**That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

- City staff from Engineering, Streets, Water, Fire, Parks, and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed request.
- No objection to this zone change request as proposed.





ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Finding #B10:**

**That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

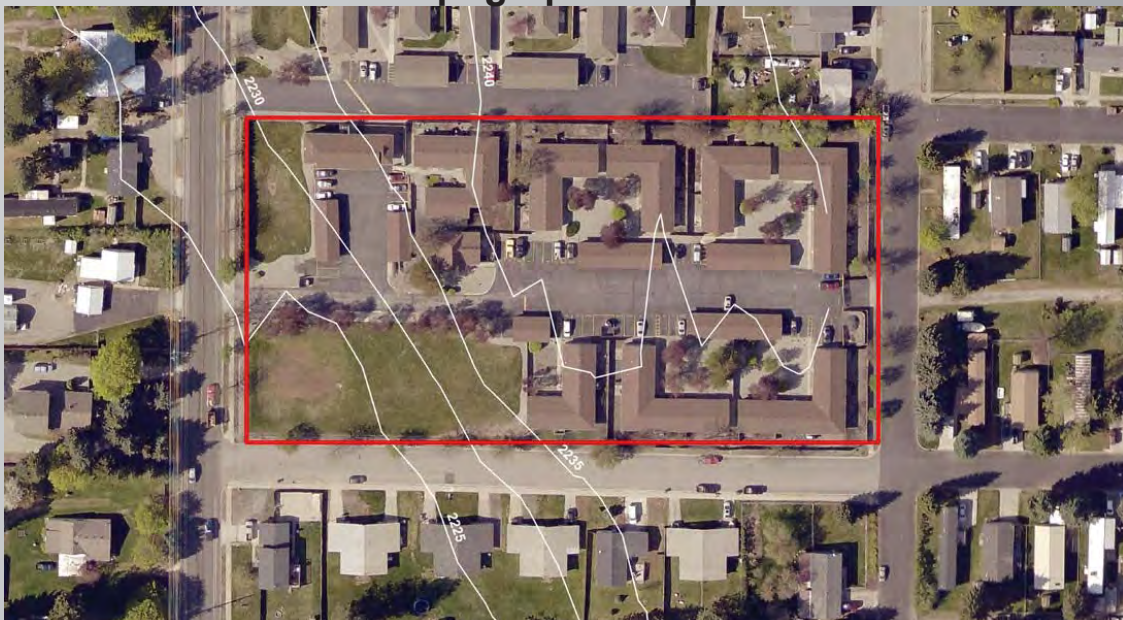
**PHYSICAL CHARACTERISTICS:**

The site is generally flat with a slight drop in elevation towards the southwest part of the property. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from R-8 to R-17.



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Topographic Map**



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

Site Photo - 1



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

Site Photo - 2



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Site Photo - 3**



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Site Photo - 4**



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

Site Photo - 5



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Finding #B11:**

**That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**Traffic:**

The applicant states that no changes are planned for the property. However, if in the future, the property is redeveloped to maximum density, traffic could double. But, considering the size of the subject property, the increase in traffic would be negligible when compared to total traffic on 15<sup>th</sup> Street which exceeds 9,500 trips daily. The Streets & Engineering Department has no objection to the zone change as proposed.

*-Submitted by Chris Bosley, City Engineer*

ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

Zoning Map



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**Proposed R-17 Zoning District:**

- Intended as a medium/high density residential district that permits a mix of housing types.
- Permits single-family, duplex, and multi-family housing.
- This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- Appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.

## ZC-4-20 Zone change from R-8 to R-17

3520 N 15th Street +/- 4.26 Acres

The following is a list of the Principal uses that are permitted in the R-17 district:

- Single Family Housing.
- Duplex Housing.
- Child Care Facility.
- Community Education.
- Home Occupations As Defined In Sec. 17.06.705.
- Essential Services.
- Civic Administrative Offices.
- *Multi-Family Housing.*
- Neighborhood Recreation.
- Public Recreation.

See R-17 District information on pages 13 & 14 of the Staff Report



## ZC-4-20 Zone change from R-8 to R-17

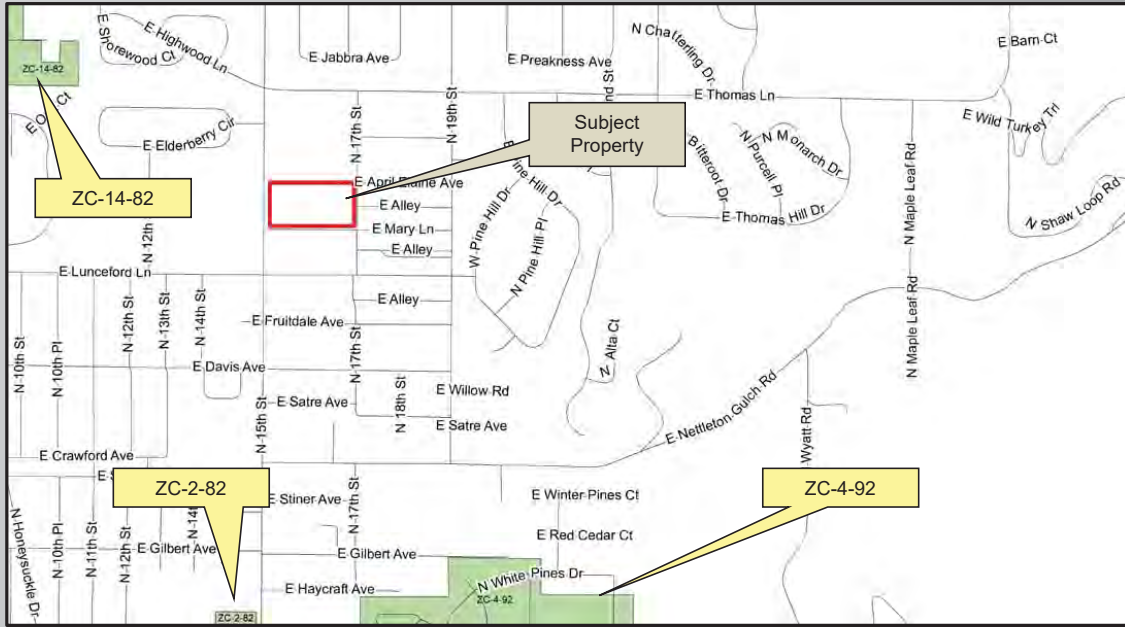
3520 N 15th Street +/- 4.26 Acres

### Land Use Map



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

Zone Changes - Map



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**DECISION POINT: Zone Change**

Provide a decision regarding the proposed zone change from R-8 to R-17 (Residential at 17 units/acre) on approximately 4.26 acres.

ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres

**ACTION ALTERNATIVES:**

The City Council will need to consider this request and make appropriate findings to:

- Approve
- Deny
- Deny without prejudice.



ZC-4-20 Zone change from R-8 to R-17  
3520 N 15th Street +/- 4.26 Acres





ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 20-1017

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-8 TO R-17: LOT 11, FRUITDALE SUBDIVISION, COMMONLY KNOWN AS 3520 N. 15<sup>TH</sup> ST.; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendment, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene, Idaho, that said amendment be adopted.

NOW, THEREFORE,

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

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

Lot 11, Fruitdale subdivision, Coeur d'Alene, Kootenai County, State of Idaho, according to the plat recorded in Book B of Plats at Page 134, records of Kootenai County, Idaho; except therefrom the Westerly 5.0 feet of said Lot 11, the southerly 17 feet of said Lot 11, and the easterly 30 feet of said Lot 11, commonly known as 3520 N. 15<sup>th</sup> Street, Coeur d'Alene, Idaho.

is hereby rezoned from R-8 (Residential at 8 units/acre) to R-17 (Residential at 17 units/acre).

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 3.** That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 20, 2020.*

APPROVED this 20<sup>th</sup> day of October 2020.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-4-20**

LOT 11, FRUITDALE, SUBDIVISION, COMMONLY KNOWN AS 3520 N 15TH ST.

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-8 TO R-17: LOT 11, FRUITDALE SUBDIVISION, COMMONLY KNOWN AS 3520 N. 15<sup>TH</sup> ST.; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814, IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Zone Change – ZC-4-20, Lot 11, Fruitdale subdivision, commonly known as 3520 N 15<sup>th</sup> St., and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 20<sup>th</sup> day of October, 2020.

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Randall R. Adams, Chief Civil Deputy City Attorney

# CITY COUNCIL STAFF REPORT

**FROM:** TAMI STROUD, ASSOCIATE PLANNER  
**DATE:** OCTOBER 20, 2020  
**SUBJECT:** ZC-5-20 ZONE CHANGE FROM MH-8 TO R-17  
**LOCATION:** +/- .50 ACRE PARCEL LOCATED AT 2926 N HOWARD STREET

**APPLICANT/ OWNER:**  
Howard, LLC  
PO Box 2106  
Coeur d'Alene, ID 83816

**CONSULTANT:**  
Stonehenge Development & Government  
c/o Connie Kruger, AICP  
1859 N. Lakewood Dr.  
Coeur d'Alene, ID 83816

**DECISION POINT:**

Howard, LLC is requesting approval of a zone change from MH-8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre) zoning district.

**PLANNING COMMISSION RECOMMENDATION:**

At their regular monthly meeting on September 8, 2020, the Planning Commission held a public hearing on this item and made a recommendation to approve this zone change request.

**BACKGROUND INFORMATION:**

The subject property is located on the west side of US Highway 95, south of W. Neider Avenue and east of N. Howard Street. There is an existing +/- 700 square foot house and detached accessory structures located on the subject site. The property has been used as a single family residence for many years. It is relatively flat and is constrained by the presence of overhead utility lines that traverse over the front portion of the property at an angle.

The property abuts a multi-family housing project located to the rear of the subject site which is located in the R-17 zoning district. The subject property is surrounded to the north, west and south by the MH-8 zoning district, with R-12 zoning to the southeast and an R-17PUD further north. There is also a pocket housing development located several parcels to the south and an apartment complex located on property several parcels north of the subject site. The applicant has indicated that they intend to demolish the existing single family currently located on the site.

However, it should be noted that the applicant's proposed project plan is not tied to the requested zone change. If the subject site is approved to be changed to the R-17 residential district, then all permitted uses in the R-17 residential district would be allowed on this site including the applicant's proposed project.

**PROPERTY LOCATION MAP:**



**AERIAL PHOTO:**



## APPLICANT'S EXHIBIT OF PROPOSED ZONE CHANGE:

### CIRCUMSTANCES WHICH JUSTIFY THE PROPOSED AMENDMENT

The owner is requesting the change for two primary reasons: the presence of R-17 zoning directly to the east and near north of this property and the transitioning land use present in this Highway Corridor area directly to the west of US 95 and in the W Appleway Avenue/N Ramsey Road areas. Below is more information on each of these:

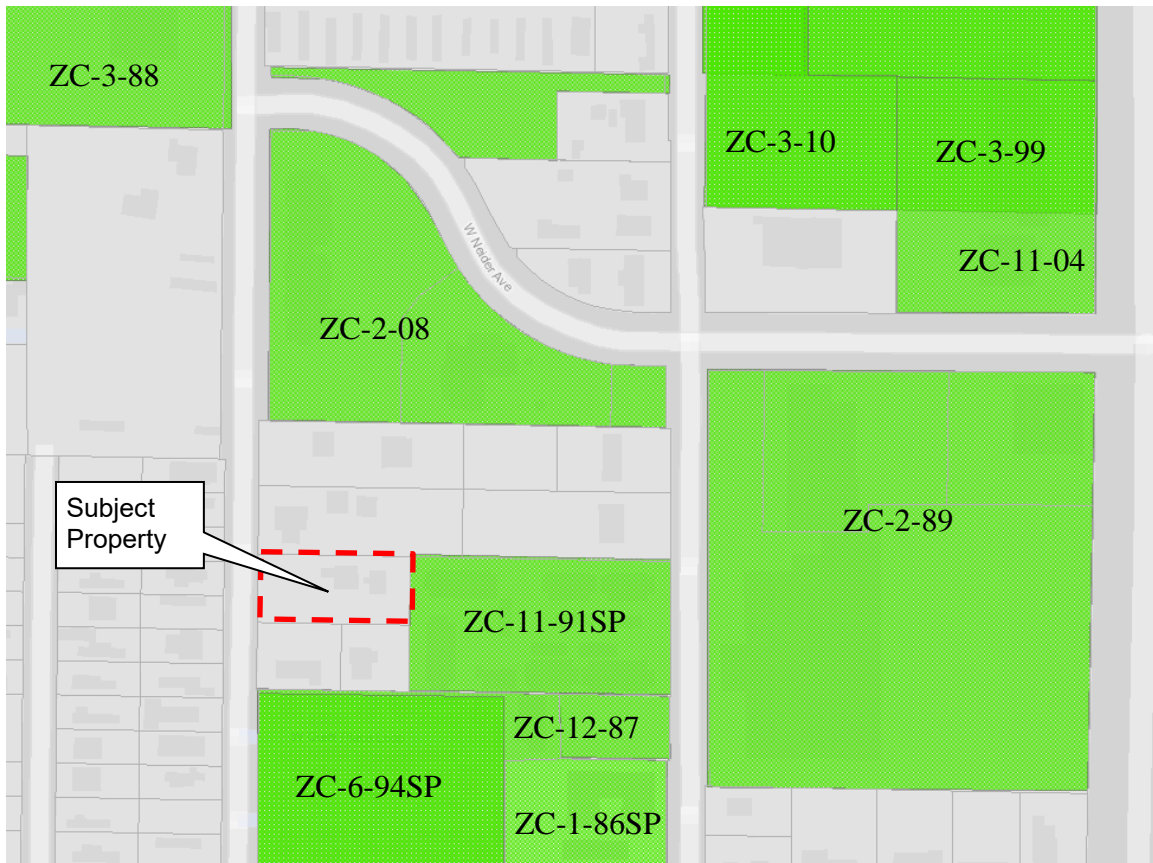
**Zoning of Adjacent and Nearby Surrounding Area:** The below map depicts the current zoning for the adjacent and nearby properties. As can be seen, the property directly to the east of this is zoned R-17 and has been redeveloped with a higher intensity development known as the Maple Grove Apartments.



Figure 2 Immediate Vicinity Zoning with Similar Land Uses/Zoning

**PRIOR LAND USE ACTONS:**

City Council and City Council approved a zone change request (ZC-11-91SP) east of the subject property from MH-8 to R-17 in 1991. Another zone change from MH-8 to R-17 was approved on the property to the north of the subject property (ZC-2-08) in 2008. As seen in the map provided below, the area is in transition with a multitude of approved zone changes and special use permits in the vicinity of the subject property.



**GENERAL INFORMATION:**

The R-17 residential district is intended as a residential area that permits a mix of housing types at a density of not greater than 12 dwelling units per gross acre. This district is appropriate for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landside hazard areas.

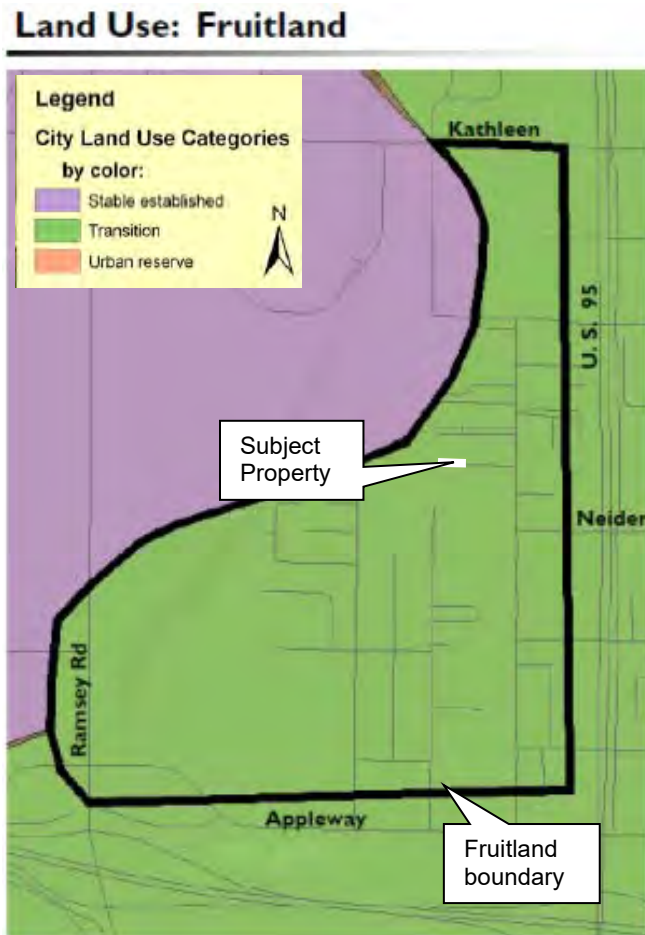


**REQUIRED FINDINGS:**

- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:**

- The subject property is within the existing city limits.
- The City Comprehensive Plan Map designates this area as Fruitland-Transition:



**Transition:**

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

**Fruitland Tomorrow**

Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist.

Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

**The characteristics of Fruitland neighborhoods will be:**

- That overall density will approach eight residential units per acre (8:1).
- That single and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

**The characteristics of Fruitland commercial areas will be:**

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

**COMPREHENSIVE PLAN GOALS & OBJECTIVES:**

**Goal #1: *Natural Environment***

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

**Objective 1.12**

**Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

**Objective 1.14**

**Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Objective 1.16**

**Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

**Goal #2: *Economic Environment***

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

**Objective 2.05**

**Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Goal #3: *Home Environment***

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.01**

**Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

**Objective 3.05**

**Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.07**

**Neighborhoods:**

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

**Objective 3.10**

**Affordable & Workforce Housing:**

Support efforts to preserve and provide affordable and workforce housing.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management in city government.

**Objective 4.06**

**Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

**Evaluation:** *The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

B. **Finding #B9:** **That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**STORMWATER:**

City Code requires that all stormwater remain on the property and for a stormwater management plan to be submitted and approved prior to any construction activity on the site. The current plan for the property does not include any modification to the storm drain facilities, but the applicant will be required to include a stormwater management plan with any building permit submittal for the subject property.

*-Submitted by Chris Bosley, City Engineer*

**STREETS:**

The subject property is bordered by Howard Street to the west. A sidewalk would be required along Howard Street at the time of any construction.

*-Submitted by Chris Bosley, City Engineer*

**WATER:**

The Water Department would have no issues with the proposed zone change on the subject property.

*-Submitted by Terry Pickel, Water Superintendent*

**SEWER:**

There is a sewer lateral servicing the existing residence at 2926 N. Howard Street. The public sewer is on Howard Street.

City Wastewater Policy #716; Only one appropriately sized sewer lateral is allowed to serve each legally recognized parcel. "One parcel, one service".

*-Submitted by Larry Parsons, Utility Project Manager*

**FIRE:**

The Fire Department works with the Engineering and Water Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals with the corrections to the below conditions.

Per the 2015 Edition of the International Fire Code (IFC 316.6.1), structures shall not be constructed within the utility easement beneath the high-voltage transmission lines. Outdoor storage within the utility easement beneath the high-voltage transmission lines shall be limited to noncombustible material (IFC 316.6.2).

*-Submitted by Bobby Gonder, Fire Inspector*

**Evaluation:** *The City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

- C. **Finding #B10:** **That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

The site is generally flat with residential uses adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request. However, the site is constrained by the presence of overhead utility lines that traverse over the front portion of the property at an angle. Because they are hi-voltage lines, they will be required to follow guidance per the Fire Department as noted in the required condition.

**SITE PHOTO - 1:** Looking northeast along Fruitland Lane toward the subject property.



**SITE PHOTO - 2:** Southeast corner of property looking northeast at the neighboring property.



**SITE PHOTO - 3:** Looking northwest along Fruitland Lane at the neighboring properties.



**SITE PHOTO - 4:** Looking south along Fruitland Lane at the abutting property.



**Evaluation:** *The City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

- D. **Finding #B11:** **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**TRAFFIC:**

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. The applicant also states that no specific changes are planned for the property, but rather the change would be for marketability. However, if in the future the property is redeveloped to the maximum allowable density, traffic would almost certainly increase, but with only a ½ acre available for development, only a small increase would be expected. The increase would be negligible compared to the over 1600 cars per day that use Howard Street. The Streets & Engineering Department has no objection to the zone change as proposed.

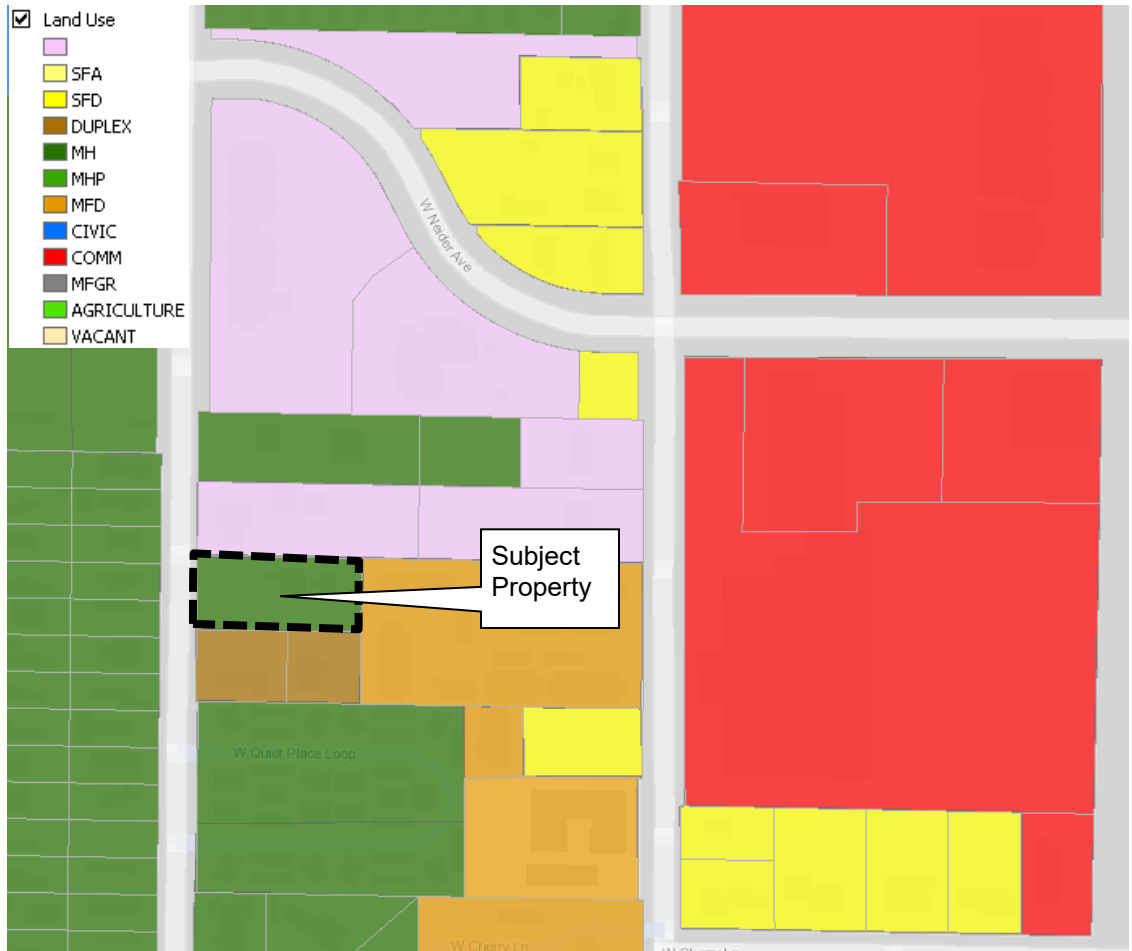
**NEIGHBORHOOD CHARACTER:**

*From 2007 Comprehensive Plan: Fruitland Today*

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

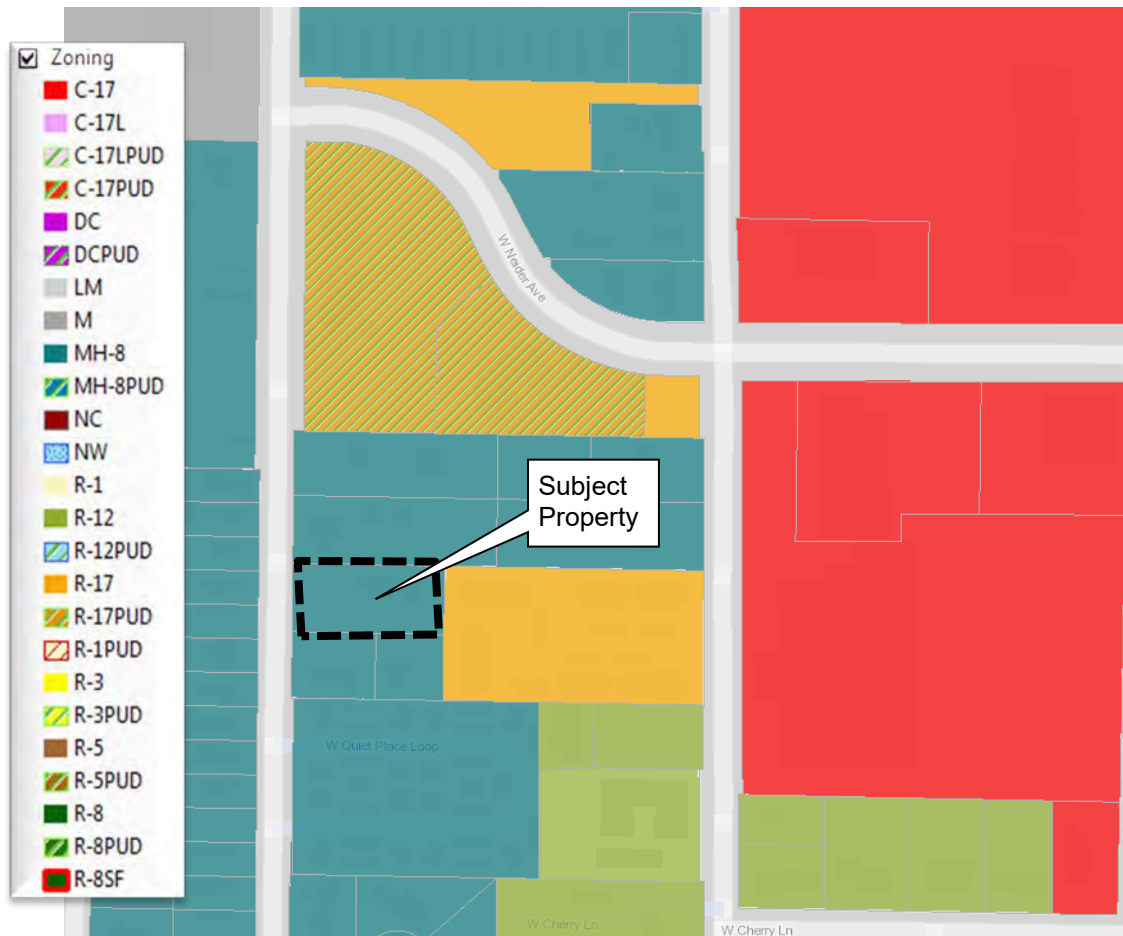
The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

**GENERALIZED LAND USE PATTERN:**





## ZONING MAP:



Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right from MH-8 uses to R-17 uses (as listed below).

### Existing MH-8 Zoning District:

Principal permitted uses in an MH-8 district shall be as follows:

- Individual mobile homes
- Home occupations as defined in Sec. 17.06.705
- Essential services (underground)
- Civic administrative offices
- Single family detached housing
- Neighborhood recreation
- Public recreation

Permitted uses by special use permit in an MH-8 district shall be as follows:

- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (above ground)
- Mini-storage facility
- Mobile home park
- Noncommercial kennel
- Religious assembly
- Bed & breakfast facility

The allowable uses by right under the R-17 zoning district are listed below.

**Existing R-17 Zoning District:**

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

Principal permitted uses in an R-17 district shall be as follows:

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-17 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility.
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) unit per gross acre density increase
- Specialty retail sales
- Veterinary office

**Evaluation:** *The City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

**APPLICABLE CODES AND POLICIES:**

**UTILITIES:**

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

**STREETS:**

4. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
5. All required street improvements shall be constructed prior to issuance of, or, in conjunction with, building permits.
6. An encroachment permit is required to be obtained prior to any work being performed in the existing right-of-way.

**STORMWATER:**

7. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

**PROPOSED CONDITION:**

**NONE.**

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2010 Coeur d'Alene Trails Master Plan

**ACTION ALTERNATIVES:**

The City Council must consider this request and make separate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

Attachment: Applicant's Narrative

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**ZC-5-20**

**A. INTRODUCTION**

This matter having come before the Planning Commission on, September 8, 2020, and there being present a person requesting approval of ZC-5-20, a request for a zone change from MH-8 to R-17 zoning district.

APPLICANT: HOWARD LLC

LOCATION: +/- .50 ACRE PARCEL LOCATED AT 2926 N HOWARD STREET

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON  
(The Planning Commission may adopt Items B1-through7.)**

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Fruitland – Transition.
- B3. That the zoning is MH-8.
- B4. That the notice of public hearing was published on, August 19, 2020, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 31, 2020 ,which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on
- B7. That public testimony was heard on September 8, 2020.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

**Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl

Objective 1.14 Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 1.16 Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trails systems.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

Objective 2.05 Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.05 Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.10

Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management.

Objective 4.06 – Public Participation:

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision-making process.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because of the high voltage power lines on the property that might put a limit on the number of homes to 8.5 units.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because there will be minimal traffic loads with the addition of 8.5 units.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of HOWARD, LLC for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

**FIRE:**

Per the 2015 Edition of the International Fire Code (IFC 316.6.1), structures shall not be constructed within the utility easement beneath the high-voltage transmission lines. Outdoor storage within the utility easement beneath the high-voltage transmission lines shall be limited to noncombustible material (IFC 316.6.2).


Motion by Fleming, seconded by Luttrupp, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Rumpler	Voted Yes

Commissioners Mandel and Rumpler were absent.

Motion to approve carried by a 4 to 0 vote.

  
CHAIRMAN TOM MESSINA

2. Applicant: Connie Krueger, Stonehenge Development on behalf of Howard, LLC  
Location: 2926 N. Howard Street  
Request: A proposed zone change from MH-8 to R-17  
QUASI-JUDICIAL, (ZC-5-20)

Tami Stroud, Associate Planner provided the following statements.

- The subject property is located on the west side of US Highway 95, south of W. Neider Avenue and east of N. Howard Street.
- There is an existing +/- 700 square foot house and detached accessory structures located on the subject site.
- The property has been used as a single-family residence for many years. It is relatively flat and is constrained by the presence of overhead utility lines that traverse over the front portion of the property at an angle.
- The property abuts a multi-family housing project located to the rear of the subject site which is located in the R-17 zoning district.
- The subject property is surrounded to the north, west and south by the MH-8 zoning district, with R-12 zoning to the southeast and an R-17PUD further north.
- There is also a pocket housing development located several parcels to the south and an apartment complex located on property several parcels north of the subject site.
- The applicant has indicated that they intend to demolish the existing single-family structure currently located on the site.
- Ms. Stroud said that it should be noted that the applicant's proposed project plan is not tied to the requested zone change. If the subject site is approved to be changed to the R-17 residential district, then all permitted uses in the R-17 residential district would be allowed on the site, including the applicant's proposed project.
- The City Comprehensive Plan designates this area as Fruitland-Transition.
- Ms. Stroud referenced the required findings for the project.
- She noted that all City departments support the request and don't have any issues.
- In regard to traffic, the proposed zone change itself would not adversely affect the surrounding area, as no traffic is generated from a zone change alone.
- The applicant also states that no specific changes are planned for the property but, rather, the change would be for marketability.
- If, in the future, the property is redeveloped to the maximum allowable density, traffic would almost certainly increase, but with only ½ acre available for development, only a small increase would be expected.
- The increase would be negligible compared to the over 1,600 cars per day that use Howard Street. The Streets & Engineering Department has no objection to the zone change as proposed.
- Ms. Stroud noted that there is one condition if this project is approved.

Ms. Stroud concluded her presentation

**Commission Comments:**

No comments

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- The owner of the property is Howard, LLC.
- They are requesting a rezone from Mh-8 to R-17.

- Ms. Krueger showed pictures of the homes surrounding the property that are considered high density housing.
- The average density in the area is 13.91 units per acre.
- The property is located on a major collector.
- In the area there are a lot of services within walking distance which makes it a desirable area to live in.
- Ms. Krueger noted the many rezones approved over the years in the area.
- The primary access to the property is from North Howard Street, which is a major collector with all infrastructure in place so any added traffic the project might generate will be handled.
- Ms. Krueger described the character of the neighborhood as a higher density residential area that shouldn't impact neighboring properties.

There were no questions for the applicant.

Ms. Anderson read a comment submitted by Chris Cox on August 27 that stated, "I don't think this change should take place. Increasing density from eight homes to seventeen homes per acre in this already congested area would not be in this neighborhood's best interest. Also, my home is located directly across the street and cars coming and going will be very noisy and disruptive, especially at night the headlights will shine directly in my windows disrupting the peace and waking me up. My property will become very undesirable likely to cause the value to plummet."

Ms. Krueger said that the applicant does recognize that higher density housing will have more impacts from light, noise, traffic etc. She said that growth is unavoidable and they will try to be a good neighbor.

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Commissioner Luttrupp said that he feels the request makes sense and will support.

Commissioner Ingalls noted that in the neighborhood is a mix of rental properties and multi-family and he will approve the request.

Commissioner Fleming said that as she was driving through the neighborhood, she noted that the area is surrounded by many affordable properties and is the right direction for the area.

She explained that where the street dead ends from Neider into Howard is a "scary" street and suggested a light placed in the area. She supports the request.

Chairman Messina said that he concurred with all comments and explained that he currently is part of the City infill committee that is in the process of studying areas like that for affordable housing, and he approves the request.

Commissioner Rumpler said that he supports the request

**Public testimony closed.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Rumpler	Votes	Aye



Motion to approve carried by a 4 to 0 vote.



# Howard LLC

## REZONE APPLICATION NARRATIVE

| Coeur d'Alene, ID |

### Topics

- Location and Property Information
- Nature of Proposed Amendment
- Circumstances which Justify the Proposed Amendment
  - Zoning of Adjacent and Surrounding Areas
  - Changing Land Use in the Surrounding Area
  - Infrastructure
- Effect of the Amendment on Subject Property and Property Rights, Value, and Character of the Neighboring Properties
- Effect on the Property Owner if the Proposed Amendment is Not Granted
- Why the Proposed Amendment Would Not Be in Conflict with the Comprehensive Plan
- Summary

## LOCATION AND PROPERTY INFORMATION

This proposal is for a rezone of a property owned by Howard LLC. The property is addressed as 2926 N Howard Street and is located in Coeur d'Alene, Idaho on the west side of US Highway 95; south of W. Neider Ave. and east of N. Howard St.



Figure 1 Aerial view of property

The property is assigned AIN #125948 and Parcel #C-4050-000-044-C. The property is located in Township 50 North, Range 4 West, Section 02 SE Boise Meridian, Kootenai County, Idaho. The property consists of the west 223.33 ft of Tract 44 and west 223.33 ft of the north 32.5 ft of Tract 43 of Fruit Lands Addition to Coeur d'Alene Subdivision, Amended Plat, recorded in Book C of Plat, Page 12. The lot is approximately .5000 acres in size.

The property is developed with an approximately 700 square foot residential structure and outbuildings. It is relatively flat and is constrained by the presence of overhead utility lines cutting across a portion of it. There are no mapped wetlands, riparian areas, or floodplain present.

## NATURE OF PROPOSED AMENDMENT

The owner is requesting to modify the "MH-8" zoning and to designate the property with the "R-17" zone designation.

Pursuant to Coeur d'Alene city Code 17.05.410: MH-8 General Description: "This district is intended as a moderate density residential district for mobile homes at a density of 8 units per acre." (Section 17.07.00)

Pursuant to Coeur d'Alene City Code 17.05.250: R-17 General Description: "The R-17 District is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen units per gross acre."

### CIRCUMSTANCES WHICH JUSTIFY THE PROPOSED AMENDMENT

The owner is requesting the change for two primary reasons: the presence of R-17 zoning directly to the east and near north of this property and the transitioning land use present in this Highway Corridor area directly to the west of US 95 and in the W Appleway Avenue/N Ramsey Road areas. Below is more information on each of these:

**Zoning of Adjacent and Nearby Surrounding Area:** The below map depicts the current zoning for the adjacent and nearby properties. As can be seen, the property directly to the east of this is zoned R-17 and has been redeveloped with a higher intensity development known as the Maple Grove Apartments.

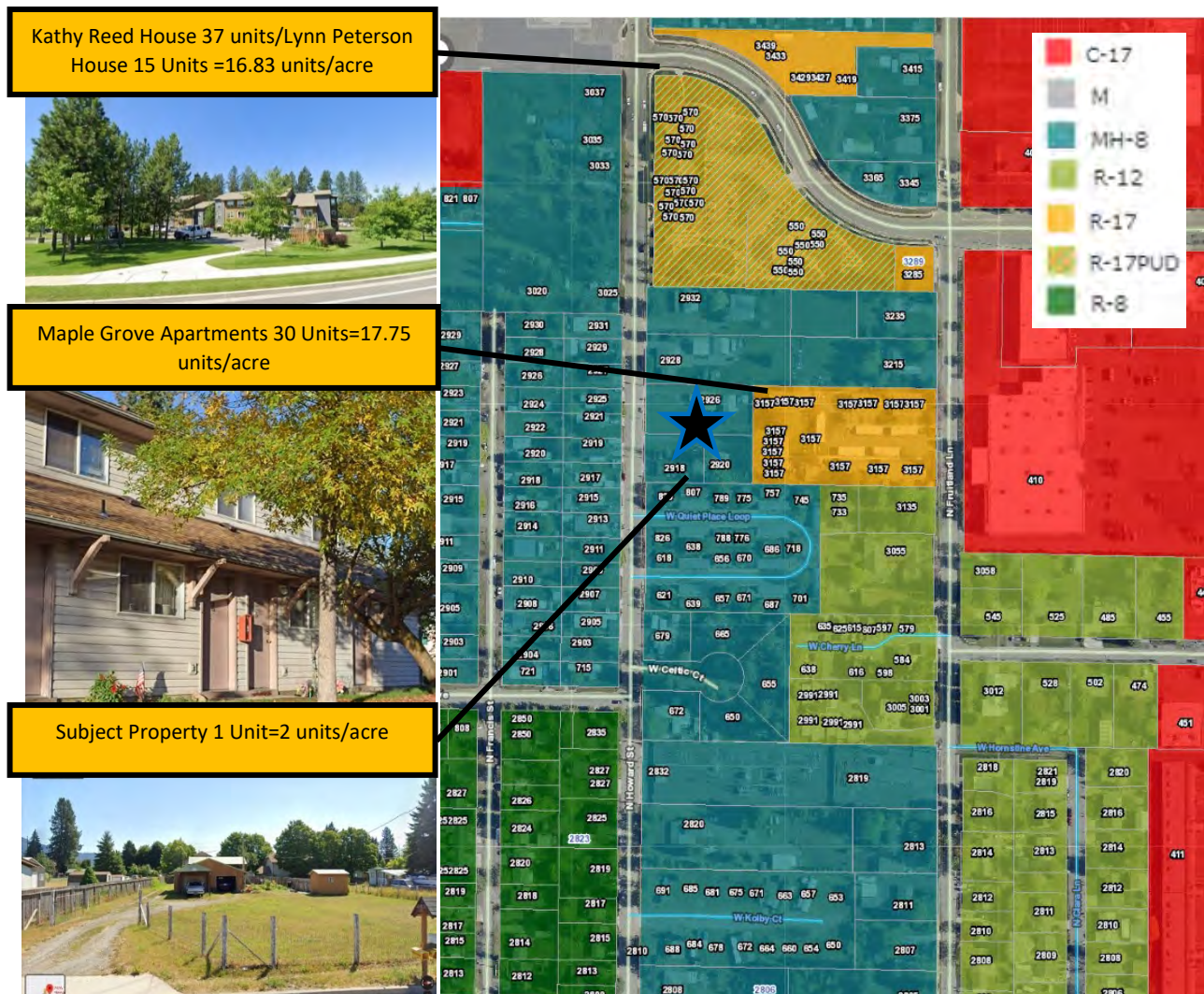


Figure 2 Immediate Vicinity Zoning with Similar Land Uses/Zoning

Nearby, to the north, are R-17 zoned properties containing the Kathy Reed and Lynn Pederson Houses. These developments are built out in the density range of 17 units/acre.

This map depicts the emergence of R-17 zoning in the area. The R-17 Zone District allows:

17.05.250: GENERALLY:

- A. The R-17 District is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.
- B. This district permits single-family detached housing as specified by the R-8 District and duplex housing as specified by the R-12 District.
- C. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- D. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.
- E. Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings. (Ord. 3560, 2017)

The MH-8 Zone District allows:

17.05.410: GENERALLY:

- A. The MH-8 district is intended as a moderate density residential district for mobile homes at a density of eight (8) units per gross acre.
- B. In addition to the regulations set forth in this article, all mobile homes must also conform to the mobile home regulations commencing in section [17.07.005](#) of this title.
- C. Project review (see sections [17.07.305](#) through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings. (Ord. 1691 §1(part), 1982)

This table depicts the allowed residential uses by district.

	<b>MH-8</b>	<b>R-17</b>
Permitted Use Principal	Individual mobile homes Single-family detached housing	Duplex housing Multiple family Single-family detached housing
Permitted Use Special Use Permit	Mobile home park	Group dwelling- detached housing Mobile home manufactured Residential density of the R-34 District
Lot Area	5,500 sq ft per individual lot 3,500 sq ft per individual space (mobile home park)	2,500 sq ft per unit multi-family 5,500 sq ft single family 7,000 sq ft duplex
Minimum Frontage	50'	50'

It can be seen from the purpose of the R-17 Zone District and a review of the geographic location of this property in relation to the zoning map that applying this zone district to this property will meet with the intent of the R-17 zone district. This is because the district is intended for areas that are not suitable for lower density residential due to proximity to more intense types of land use and that the district is

appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

**Transitioning Land Use in the Surrounding Area:** As can be seen with the below graphic, this property lies between a federal Highway, US 95, with associated commercial zoning and the City of Coeur d'Alene's arterial road system on W Appleway Avenue and N Ramsey Road, also with substantial amounts of commercial zoning. Interestingly, Kootenai County's Ramsey Transfer Station is located within a quarter of a mile and in close proximity to this property. As such, this property is essentially within a residential enclave surrounded on all four sides by commercial and industrial zoning. As can also be seen here by the zoning there are areas with high density. The proximity of this higher density housing to commercial land uses means that residents can utilize a variety of services located within a short commuting distance by vehicle, bike or walking. There are five grocery stores within .25 to .75 miles, a major home service store with .25 mile, and a multitude of restaurants and specialty stores all within a very short distance of this property.

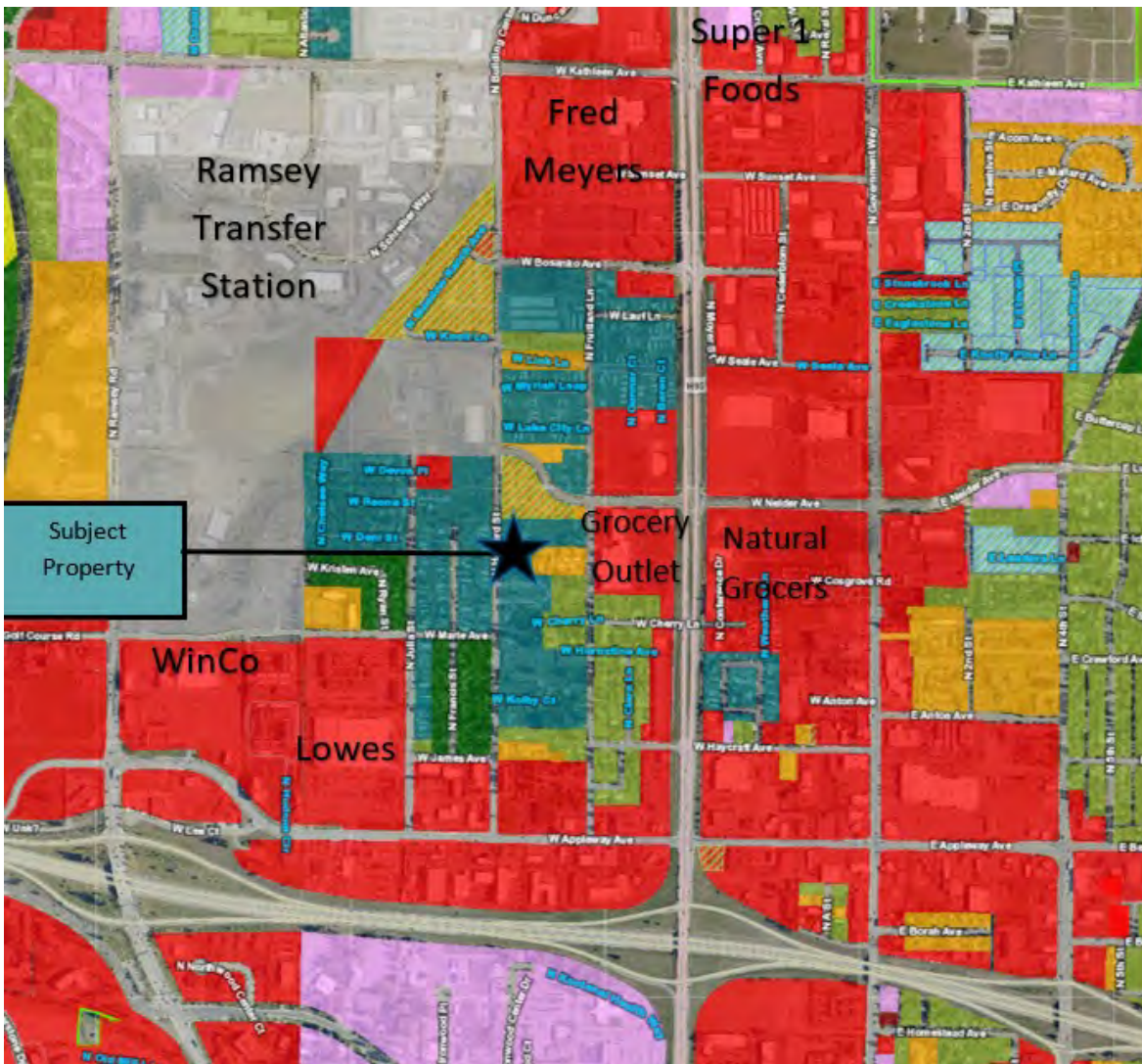


Figure 3 Area Zoning with Nearby Services and Facilities

It can be seen that the existing structure on the property at 700 square feet and in poor exterior condition is not the highest and best use of this property. The owner plans to remove the residential structure and outbuildings, allowing for new structures to be constructed. The close proximity to US 95, N Ramsey and W Appleway Corridors and their multitude of commercially zoned properties will allow for this property to better blend with a similar high intensity use in the future.

**Infrastructure:**

Transportation

This property is currently served by N Howard Road. N Howard has an approximately thirty six foot surfaced width. There is an existing single driveway approach on this property.

Water (potable, irrigation and fireflow) and Sewer

This property is connected to city water and sewer and will continue to utilize City services in the future.



Figure 4 Google Street View Looking North on N Howard St

**EFFECT OF THE AMENDMENT ON SUBJECT PROPERTY AND PROPERTY RIGHTS, VALUE AND CHARACTER OF THE NEIGHBORING PROPERTIES**

The character of the overall area is changing to a higher density residential area within a highway and arterial commercial environment. The rezone of this property will impact neighboring properties in much the same way as the current commercial and multi-family uses and zoning allows for--which is an increase in noise, traffic, and, in cases, utility needs.

**EFFECT ON THE PROPERTY OWNER IF THE PROPOSED AMENDMENT IS NOT GRANTED**

The property is currently constrained by the presence of overhead utility lines cutting across the property. Allowing for higher density residential allows this impact to buildable area to be countered. Allowing for the higher density residential is also consistent with property rights granted to other owners within the area. If the current zoning is maintained, the owner will have trouble marketing and selling the property as low density lot with limited buildable area in a region with emerging multi-family and commercial land uses. The rezone is a step forward toward a proactive solution that allows future development of the property consistent with the surrounding area.

**WHY THE PROPOSED AMENDMENT WOULD NOT BE IN CONFLICT WITH THE COMPREHENSIVE PLAN**

The proposed amendment will be in an area currently designated as Fruitland within the City's Comprehensive Plan Future Land Use Map.

### Land Use: Fruitland

#### Fruitland Today

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

Topography is generally flat and development opportunities exist. A recent wastewater main extension north to Bosanko provides opportunity for development.

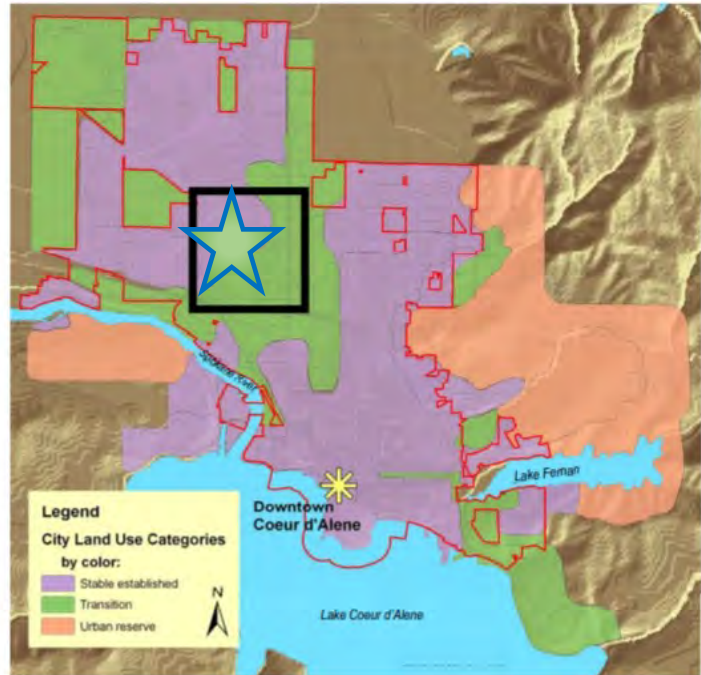


Figure 5 Excerpt from City of Coeur d'Alene Comprehensive Plan

The Comprehensive Plan states in Fruitland tomorrow that the density will increase and that housing should be located adjacent to compatible uses.

As such, this proposal is consistent with and furthers the intent of the Comprehensive Plan.



**Land Use: Fruitland**



**Fruitland Tomorrow**

Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist. Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

**The characteristics of Fruitland neighborhoods will be:**

- That overall density will approach eight residential units per acre (8:1).
- That single- and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

**The characteristics of Fruitland commercial areas will be:**

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

Figure 6 Excerpt from City of Coeur d'Alene Comprehensive Plan

**SUMMARY**

This property is in a transitioning area in a high intensity highway and arterial commercial area. The rezone allows for multi-family housing that blends with the existing multi-family and commercial nature of the surrounding areas allowing the property owner to exercise rights that other properties in the area have. The purpose of the R-17 zone district can be fulfilled through this rezone and the property is located in an area with access to regional road systems and services that complement higher density residential uses. The rezone will allow housing and economic development opportunities that serve the City of Coeur d'Alene. As such, this rezone request is consistent with the City's Comprehensive Plan.

Respectfully submitted,

Connie Krueger, AICP

*City Council Meeting*



City of  
**Coeur d'Alene**  
IDAHO

*October 20, 2020*

ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Owner:**

Howard, LLC  
PO Box 2106  
Coeur d'Alene, ID 83816

**APPLICANT:**

Connie Krueger, Stonehenge  
Development & Government  
1859 N. Lakewood Dr.  
Coeur d'Alene, ID 83816

**REQUEST:**

Zone change from MH-8 (Mobile Home at  
8 units/acre) to R-17 (Residential at 17 units/acre)  
zoning district.



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**LOCATION:**

Located on the west side of US Highway 95, south of  
W. Neider Avenue and east of N. Howard Street

**LEGAL NOTICE:**

Published in the CDA Press on August 22, 2020



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Location Map**



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Aerial Photo**



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Birds Eye - View**



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Finding #B8:**

That this proposal (is) (is not) in conformance with the Comprehensive Plan.

**Finding #B9:**

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

**Finding #B10:**

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

**Finding #B11:**

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Finding #B8:**

That this proposal (is) (is not) in conformance with the Comprehensive Plan.



**2007 Comprehensive Plan:**  
**FRUITLAND**

**Transition:**

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.



ZC-5-20 Zone change from MH-8 to R-17  
 2926 N. Howard +/- .50 acre parcel

**COMPREHENSIVE PLAN OBJECTIVES:**

**Goal #1 Natural Environment**

- 1.12 Community Design
- 1.14 Efficiency

**Goal #2 Economic Environment**

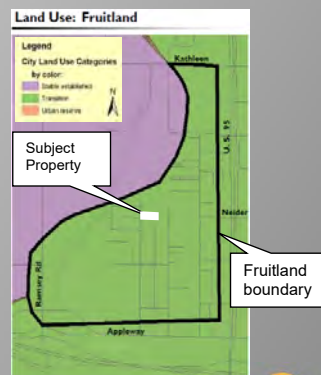
- 2.01 Business Image and Diversity
- 2.02 Economic and Workforce Development

**Goal #3 Home Environment**

- 3.05 Neighborhoods
- 3.16 Capital Improvements

**Goal #4 Administrative Environment**

- 4.01 City Services
- 4.06 Public Participation



See pages 5, 6 and 7 of the staff report for the full list of Comp Plan Goals and Objectives



ZC-5-20 Zone change from MH-8 to R-17  
 2926 N. Howard +/- .50 acre parcel

**Finding #B9:**

**That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

- City staff from Engineering, Streets, Water, Fire, Parks, and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed zone change request.
- No objection to this zone change request as proposed—but certain requirements will be triggered with new construction on the property (handled at time of permit).



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Finding #B9: .... Continued**

**That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**STREETS:**

The subject property is bordered by Howard Street to the west. A sidewalk would be required along Howard Street at the time of any construction.

- Submitted by Chris Bosley, City Engineering

See pages 7 and 8 of the staff report for full staff comments



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Finding #B10:**

**That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

The site is generally flat. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from MH-8 to R-17. However; the site is constrained by the presence of overhead utility lines that traverse over the front portion of the property at an angle. Because they are hi-voltage lines, they will be required to follow guidance per the Fire Department as noted in the staff comments.



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

***Looking east along Fruitland Lane toward the subject property***



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

***Southeast corner of property looking northeast at the neighboring property.***





ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

***Looking northwest along Fruitland Lane at the neighboring properties.***



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

***Looking south along Fruitland Lane at the abutting property.***



ZC-5-20 Zone change from MH-8 to R-17  
 2926 N. Howard +/- .50 acre parcel

**Finding #B11:**

**That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**Traffic:**

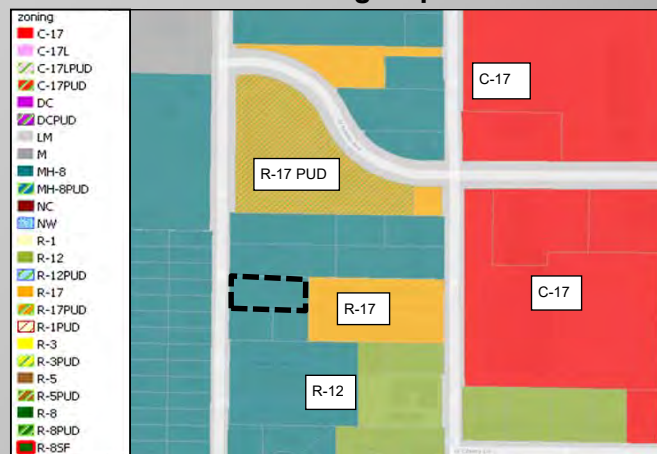
The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. The applicant also states that no specific changes are planned for the property, but rather the change would be for marketability. However, if in the future the property is redeveloped to the maximum allowable density, traffic would almost certainly increase, but with only a 1/2 acre available for development, only a small increase would be expected. The increase would be negligible compared to the over 1600 cars per day that use Howard Street. The Streets & Engineering Department has no objection to the zone change as proposed.

*-Submitted by Chris Bosley, City Engineer*



ZC-5-20 Zone change from MH-8 to R-17  
 2926 N. Howard +/- .50 acre parcel

**Zoning Map**



ZC-5-20 Zone change from MH-8 to R-17  
 2926 N. Howard +/- .50 acre parcel

**Proposed R-17 Zoning District:**

- Intended as a medium/high density residential district that permits a mix of housing types.
- Permits single-family, duplex, and multi-family housing.
- This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- Appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.



ZC-5-20 Zone change from MH-8 to R-17  
 2926 N. Howard +/- .50 acre parcel

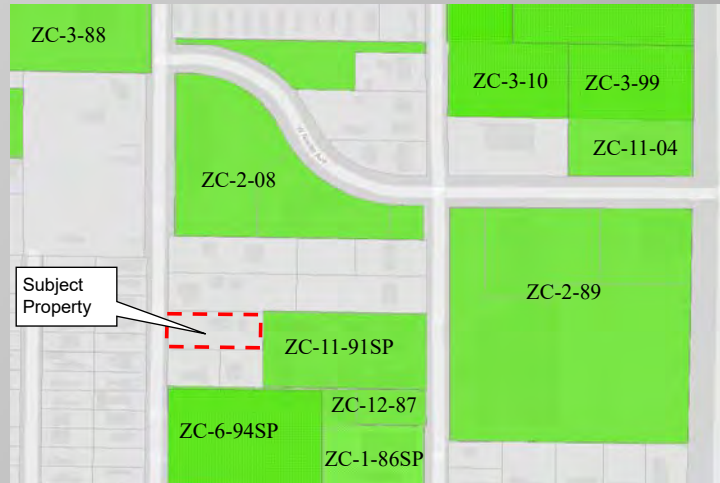
**The following is a list of the Principal uses that are permitted in the R-17 district:**

- |   |                                 |
|---|---------------------------------|
| • Single Family Housing.                            | • Essential Services.           |
| • Duplex Housing.                                   | • Civic Administrative Offices. |
| • Child Care Facility.                              | • <i>Multi-Family Housing.</i>  |
| • Community Education.                              | • Neighborhood Recreation.      |
| • Home Occupations As Defined<br>In Sec. 17.06.705. | • Public Recreation.            |



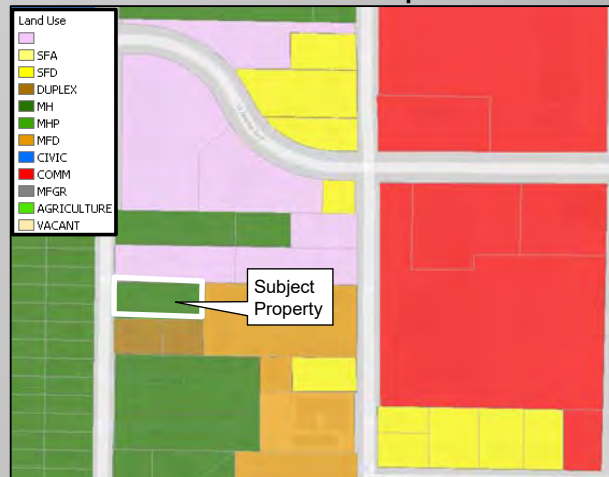
ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Zone Changes - Map**



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**Land Use Map**



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**DECISION POINT: Zone Change**

Provide a decision regarding the proposed zone change from MH-8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre) on approximately .50 acres.



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**ACTION ALTERNATIVES:**

The City Council will need to consider this request and make appropriate findings to:

- Approve
- Deny
- Deny without prejudice.



ZC-5-20 Zone change from MH-8 to R-17  
2926 N. Howard +/- .50 acre parcel

**SUBJECT PROPERTY:**



ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 20-1018

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 TO R-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY: PORTIONS OF TRACTS 43 AND 44, FRUITLANDS ADDITION, COMMONLY KNOWN AS 2926 N. HOWARD STREET, COEUR D'ALENE, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendment, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendment be adopted.

NOW, THEREFORE,

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

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

The West 223 1/3 feet of South 1/2 of Tract 44, and the North 32-1/2 feet of the West 223-1/3 feet of Tract 43, Fruitlands Addition to Coeur d'Alene, Kootenai County, State of Idaho, according to the Amended Plat recorded in Book C of Plats at Page(s) 12.

is hereby rezoned from MH-8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre).

**SECTION 2.** That the following conditions precedent to rezoning is placed upon the rezone of the property:

**FIRE:**

Per § 316.6.1 of the International Fire Code (2015 ed.), structures shall not be constructed within the utility easement beneath the high-voltage transmission lines. Outdoor storage within the utility easement beneath the high-voltage transmission lines shall be limited to noncombustible material (IFC § 316.6.2).

**SECTION 3.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 4.** That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 20, 2020.*

APPROVED this 20<sup>th</sup> day of October 2020.

---

Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-5-20**

LOT 43, FRUITLANDS ADDITION, COMMONLY KNOWN AS 2926 N. HOWARD STREET

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 TO R-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY: PORTIONS OF TRACTS 43 AND 44, FRUITLANDS ADDITION, COMMONLY KNOWN AS 2926 N. HOWARD STREET, COEUR D'ALENE, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814, IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Zone Change – ZC-5-20, portions of Lots 43 and 44, Fruitlands Addition, commonly known as 2926 N. Howard Street, Coeur d'Alene, Idaho, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 20<sup>th</sup> day of October, 2020.

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Randall R. Adams, Chief Civil Deputy City Attorney