

**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: A Proclamation by Governor Little, clarified the open meeting laws during this state of emergency, in which no more than 10 people shall physically gather at a time, includes an option for the community to hear the meeting timely through telecommunication devices. Public comment 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. In regards to the Public Hearing item, please sign up in advance of the meeting to be acknowledged to give testimony here: <https://www.cdaid.org/signinpublic/Signinformlist> and participate through the zoom meeting link. Additionally, you may provide public comments to the City Clerk by 4:00 p.m. the day of the hearing at [renata@cdaid.org](mailto:renata@cdaid.org)*

*The meeting will be aired on Zoom meeting network with the following options:  
<https://zoom.us/s/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.

**April 21, 2020: 6:00 p.m.**

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

**B. INVOCATION:** Pastor Jon Anderson with Peace Lutheran Church

**C. PLEDGE OF ALLEGIANCE:**

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

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

**F. PRESENTATION:**

**1. Fiscal Year 2019-2020 Annual Audit**

Presented by: Toni Hackwith, Anderson Brothers, CPA's

**2. Six Month Financial Update**

Verbal presentation by: Troy Tymesen, City Administrator

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

**G. ANNOUNCEMENTS:**

**1. City Council**

- 2. Mayor – Appointments** - Scott Rasor and Barry Stearns to the International Board of Appeals and Steven Bloedel to the Urban Forestry Committee

**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 April 7, 2020 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, April 27, 2020 at 12:00 noon.
5. Setting of a Legislative Public Hearing for ZC-1-20- Requested zone change from C-17L to C-17, at 4301 N. Crown Avenue

**As Recommended by the Community Planning Director**

6. Approval of SS-20-04c – Seven27 Condominiums, Final Plat
7. Approval of SS-20-01c - Cottage Grove Condominiums, Final Plat

**As Recommended by the City Engineer**

8. Approval of a Cemetery Transfer from Warren Phillips to Mark and Karin Bowlin for lots 08,09 Block 6, Section N, Forest Cemetery.

**9. Resolution No. 20-026 -**

- a. Declare Surplus several vehicles for the Police Department – P930 – 2003 Chevrolet Impala - 2G1WF55K039314797 - 113,139 miles; P1078 – 2006 Chevrolet Impala - 2G1WS551169253158 – 129,271 miles; 195 – 1999 Ford F150 Pickup - 2FTZF1723XCA55225 – 113,492 miles; K543622 – 2001 Isuzu Rodeo – 4S2DM58W514354090 – 117,510 miles

**As Recommended by the Police Chief**

**I. OTHER BUSINESS:**

**1. Atlas Waterfront Project Update**

**Staff Report and Presentation by:** Phil Boyd, Welch Comer Engineering, Inc.;

Mike Gridley, City Attorney; and Bill Greenwood, Parks Recreation Director

- a. Project savings and contingency fund use for park elements
  - b. **Resolution No. 20-025** - Authorizing the assignment of a City of Coeur d'Alene contract with LaRiviere, Inc., to the Coeur d'Alene urban renewal agency, dba ignite cda.
2. **Resolution No. 20-027** - Approving a Contract with Welch Comer and Associates for Phase II Engineer Services for the Northwest Water System Improvements

**Staff Report by: Terry Pickel, Water Superintendent**

3. Amendments to the Community Development Block Grant (CDBG) Citizen Participation Plan and Action Plan for Plan Year 2019 to accept CDBG COVID-19 Funding and recommendation to staff to negotiate an agreement with St. Vincent De Paul, Family Promise and Lake City Center for response funding.

**Staff Report by: Hilary Anderson, Community Planning Director and Chelsea Nesbitt, CDBG Specialist**

4. Approval of temporary job duties for a COVID-19 Project Coordinator position.

**Staff Report by: Melissa Tosi, Human Resources Director**

#### **J. PUBLIC HEARINGS:**

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

1. **Quasi-Judicial - Exchange** real property with Active West Developers, of city owned land on Blackwell Island for Parcels 3 & 4 of the former Union Pacific Railroad right-of-way between Lacrosse Avenue and Lakewood Drive.

**Staff Report by: Mike Gridley, City Attorney**

#### **K. ADJOURNMENT**

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



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 21, 2020*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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



# PRESENTATIONS

# City of Coeur d'Alene

Financial Statement Audit September 30, 2019

Photo courtesy of:  
@kylevandever (Instagram)

1

## Basics of a Financial Statement Audit

- ▶ A financial statement audit is required by Idaho State statutes
- ▶ Primary purpose:
  - ▶ Assures that the financial statements, in all material respects, fairly state the financial position as of a certain date.
  - ▶ Statements conform with GAAP (generally accepted accounting principles) and Governmental GAAP

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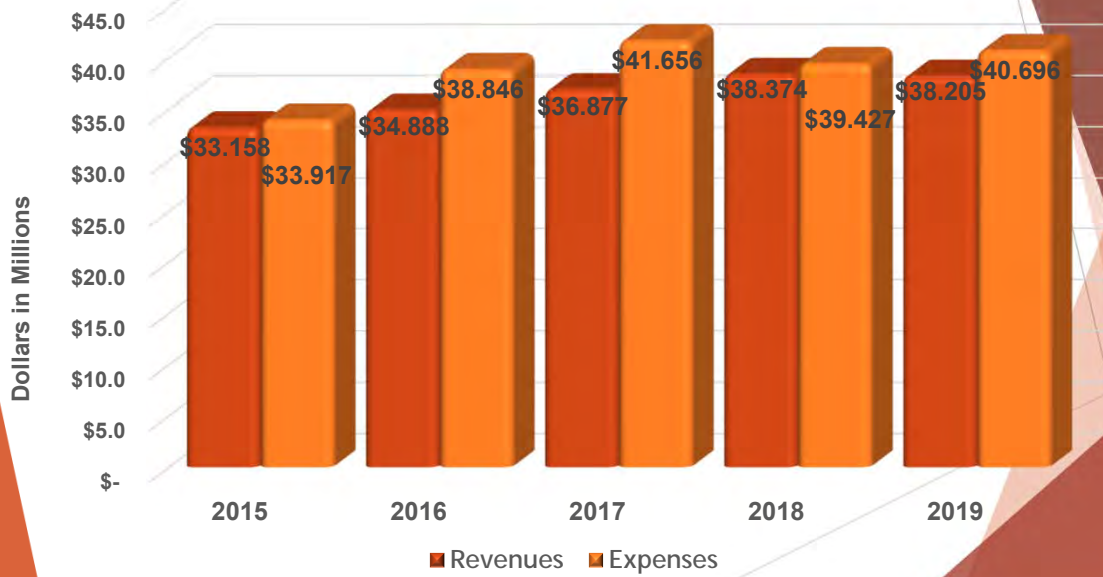
## City of Coeur d'Alene

Audit for the year ended September 30, 2019

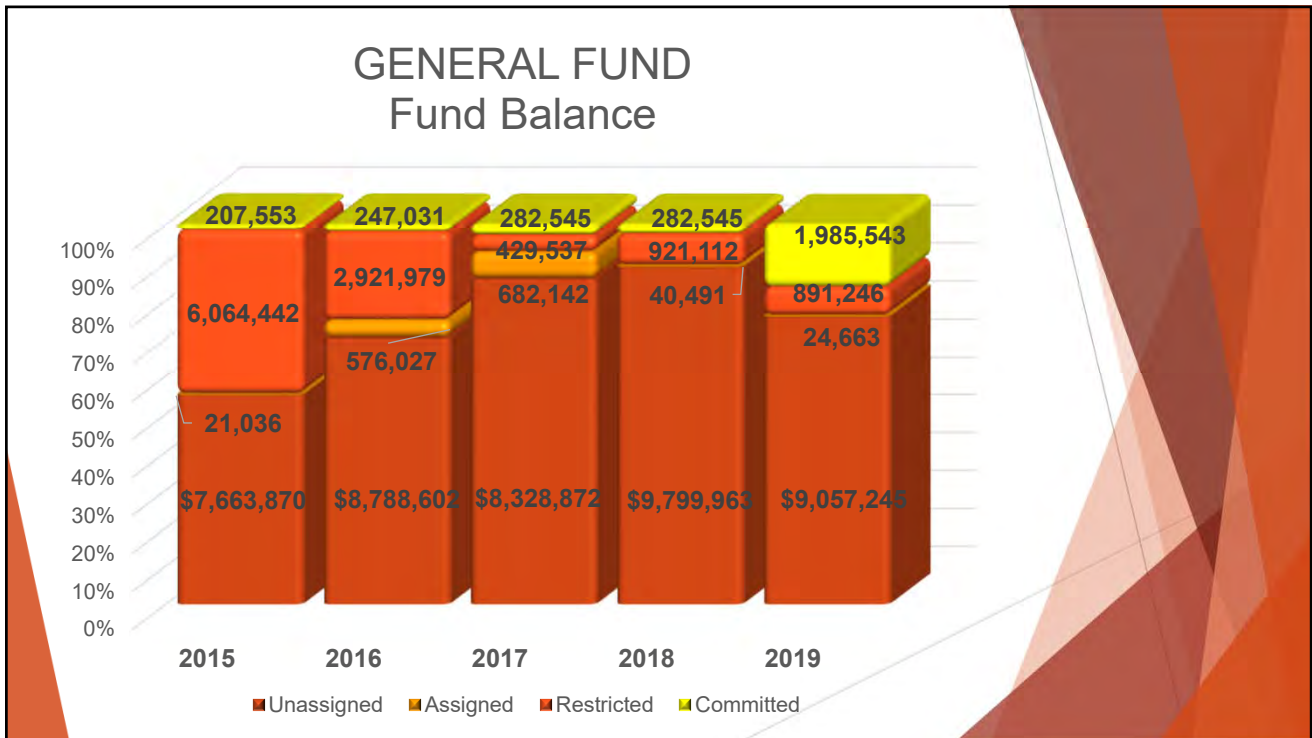
- ▶ Independent Auditor's Report on Financial Statements - **Unmodified Opinion** (pages 1-3)
- ▶ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards - **Unmodified Opinion** (pages 96-97)
- ▶ Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance in Required by the Uniform Guidance - **Unmodified Opinion** (pages 98-99)

3

GENERAL FUND  
Revenues & Expenditures (Before Transfers)



4



5

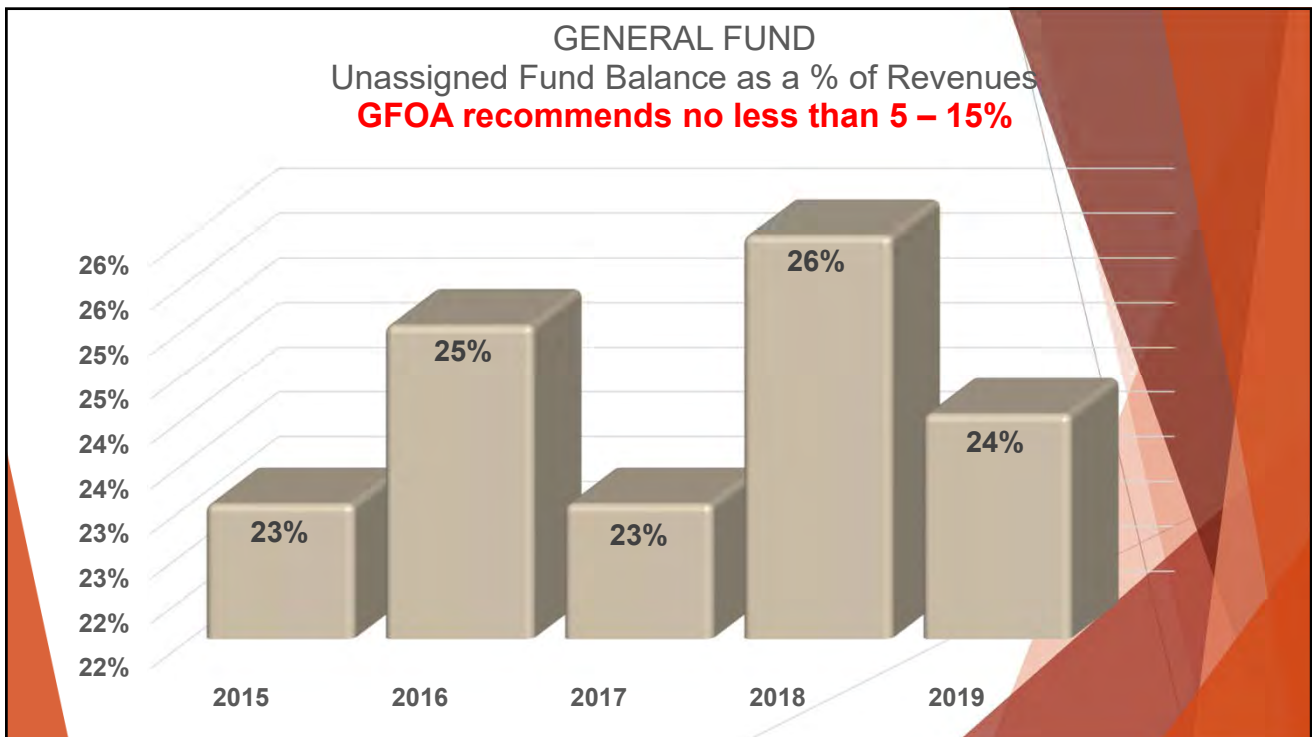
## City of Coeur d'Alene

- ▶ Why is a Fund Balance Important?
  - ▶ Revenue stream is not consistent month to month (property taxes received in July and January)
  - ▶ Provide prudent resources to meet unexpected emergencies (recessions) and protect against catastrophic events
  - ▶ Meet uncertainties of State and Federal funding
  - ▶ Protect the City from unnecessary borrowing
  - ▶ Help ensure a credit rating that would qualify the City for lower interest costs (in case of needed borrowing)

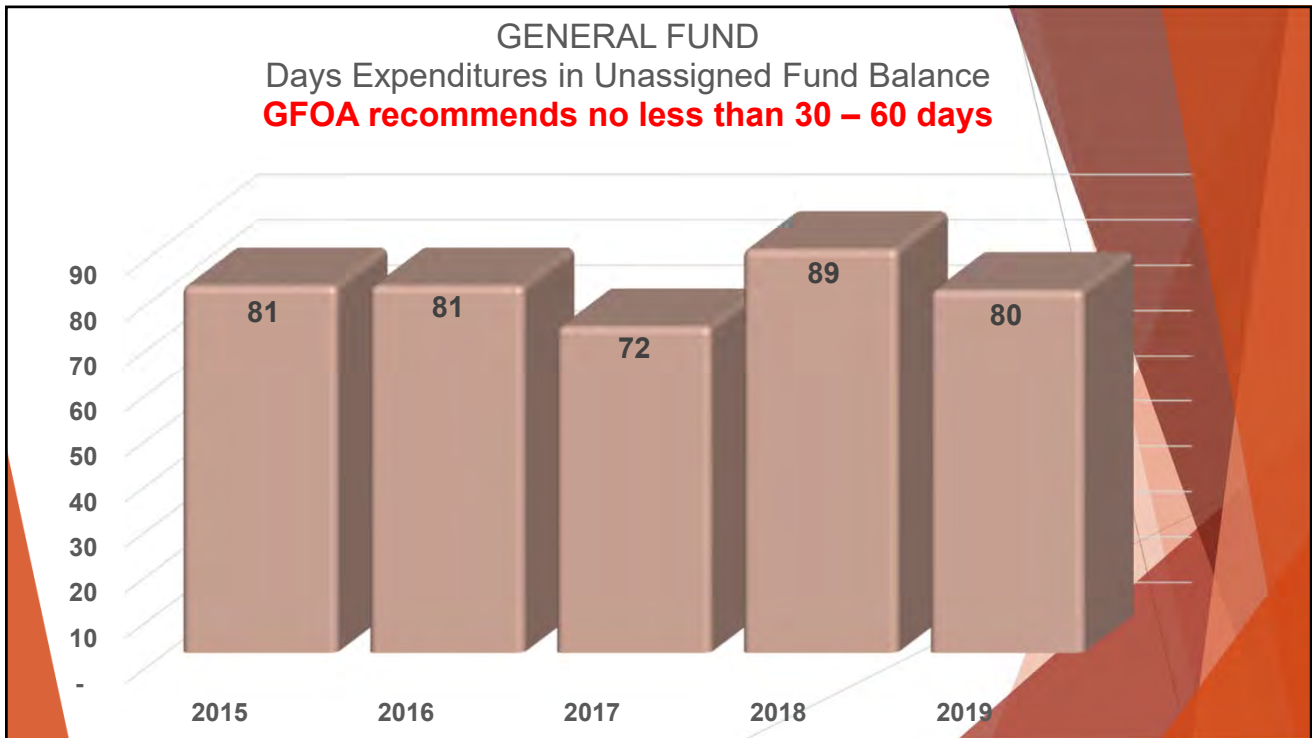
6

The Government Finance Officers Association recommends *at a minimum*, that governments, maintain an *unassigned fund balance* in their general fund of no less than **five to fifteen percent** of regular general fund operating revenues, or no less than **one to two months** of regular general fund operating expenditures.

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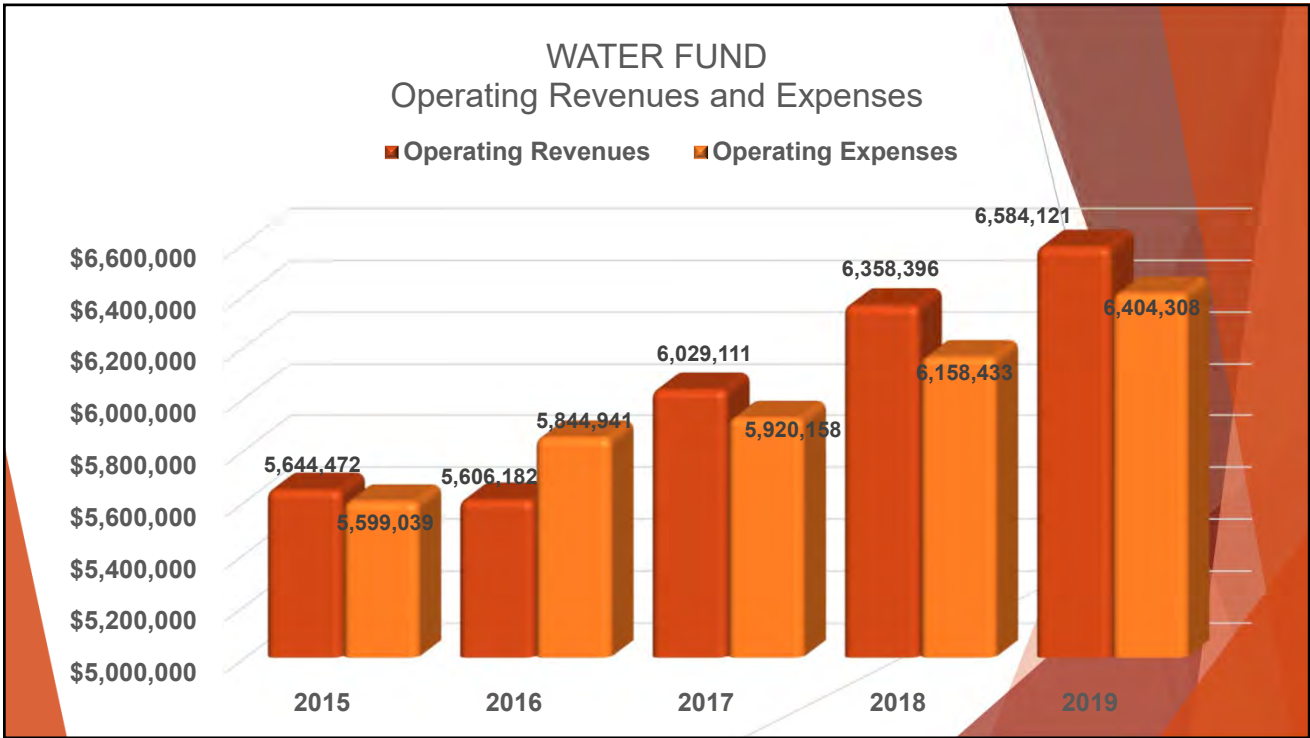
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**City of Coeur d’Alene**  
Audit for the year ended September 30, 2018

- ▶ **Proprietary Funds - Financial Highlights:**
  - ▶ Every major proprietary fund increased its revenues from charges for services; Wastewater’s increase was the most significant at \$568,588. The total change in service revenue across all proprietary funds was \$1,417,756, reflecting a 6.1% increase.

10





11



12

# Questions?

Photo courtesy of:  
@kylevandever (Instagram)



# ANNOUNCEMENTS

# Memo to Council

DATE: April 14, 2020

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the April 21<sup>st</sup> Council Meeting:

SCOTT RASOR  
(Reappointment)

International Board of Appeals (Building)

BARRY STEARNS  
(Appointment)

International Board of Appeals (Building)

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

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

# Memo to Council

DATE: April 14, 2020

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the April 21<sup>st</sup> Council Meeting:

STEVEN BLOEDEL                      Urban Forestry Committee  
(Reappointment)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc:     Renata McLeod, Municipal Services Director  
        Nick Goodwin, Urban Forester

# 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

April 7, 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 April 7, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin	)	Members of Council Present
WoodyMcEvers	)	
Christie Wood	)	Participated via Zoom teleconference
Dan English	)	Participated via Zoom teleconference
Amy Evans	)	Participated via Zoom teleconference
Kiki Miller	)	Participated via Zoom teleconference

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

**INVOCATION:** Pastor Aaron Richner with The Cause (CDA) provided the invocation.

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

**MOTION TO AMEND THE AGENDA:** Motion by Gookin, seconded by McEvers, to add I. Other Business Item (5) – Authorization for the Police Department application and acceptance of a Department of Justice Formula Allocation grant for \$103,457 emergency appropriations for coronavirus health response and agency operations, as funds have recently become available and it was unknown at the time the agenda was set. **Motion carried.**

**PROCLAMATION FOR THE WEEK OF THE YOUNG CHILD** - Mayor Widmyer proclaimed the week of April 11-17, 2020 the Week of the Young Child. Beth Oppenheimer accepted the proclamation virtually. She thanked the Council for the proclamation and noted that 25 other cities made the same proclamation. They normally host an annual celebration nationwide, but due to the COVID -19 pandemic, this year they have created a weekly at home celebration wherein each day of the week will be containing a separate theme. Monday is "Music Monday," where families are encouraged to sing and dance. Tuesday is "Tasty Tuesday" that focuses on the creation of meals and snacks. Wednesday is a "Work Together "day; Thursday is "Artsy Thursday" to strive for a creative art project, and Friday is "Family Friday." She thanked the City for its great daycare standards. Mayor Widmyer thanked Ms. Oppenheimer and those working with children.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the February 26, 2020 and March 3, 2020 Council Meetings.

2. Approval of General Services/Public Works Committee Minutes for March 9, 2020.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for Monday, March 23, 2020 at 12:00 noon.
6. **Resolution No. 20-022-** A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN AGREEMENT WITH ARK COMMERCIAL ROOFING FOR THE REPAIR OF THE TERTIARY MEMBRANE FILTRATION (TMF) BUILDING ROOF REPAIR AND RATIFICATION OF FENCE REPAIR BY PERIMETER SECURITY GROUP.

**MOTION:** Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented, including **Resolution No. 20-022.**

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

**COUNCIL COMMENTS:**

Councilmember Evans noted that although the Kroc Center is closed to the public, all of their employees are still employed and operating and helping the community in partnership with Panhandle Health, Post Falls Food Bank, Community Action Partners and Kootenai County EOC; all of which are working together and making masks, and they are accepting donations of fabric and have their services listed on their website [www.kroccda.org](http://www.kroccda.org), including virtual exercises.

Councilmember McEvers noted that the “Dicey” art piece that washed up on the shoreline several years ago has been installed in the City Park and people are enjoying the piece.

Mayor Widmyer thanked Councilmember McEvers for his work done at the senior center and the providing of meals to the seniors within our community. He requested confirmation of the appointment of Jim Windisch to the Library Board.

**MOTION:** Motion by Wood, seconded by Evans to appoint Jim Windisch to the Library Board.  
**Motion carried.**

**RESOLUTION NO. 20-023**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF ROAD PRODUCTS, INC., FOR THE 2020 CHIP SEAL PROJECT, AND APPROVING THE CONTRACT THEREFOR.

**STAFF REPORT:** City Engineer Chris Bosley explained that this year’s chip seal project was advertised for bids in March 2020. He presented a map of the streets to be chip sealed this year. Bids were opened on March 19th. The two responsive bids received were Road Products, Inc. in the amount of \$ 694,380.20 and Poe Asphalt Paving, Inc. in the amount of \$ 703,368.90. He

noted the overlay program is a budgeted item with an annual budget of \$750,000. The City of Coeur d'Alene received two responsive bids for this year's chip seal project. The bids consisted of a Base Bid and two Alternates. The alternates were to compare prices of using a basalt chip or a granite chip. Because basalt chips are more durable and previous basalt chip seals have proven to be durable, staff wishes to continue using basalt chips. To ensure pricing, the Notice of Award must be issued within 30 days.

**DISCUSSION:** Councilmember McEvers asked if the Road Products corporation was local. Mr. Bosley stated they are in Spokane, Washington and they were awarded the project last year. Councilmember McEvers asked how the streets are determined to be included in the project. Mr. Bosley explained that streets that aren't too far gone can be included, as chip seal is not a good solution if the roads are too deteriorated. They are working on a "Street Saver" program, which would provide a rating for each street within the City, which includes a calculated analysis. Councilmember McEvers asked if the Best Avenue intersection to the north would be included. Mr. Bosley stated that he would look into it.

**MOTION:** Motion by Miller, seconded by McEvers to approve **Resolution No. 20-023;** Approving an agreement with Road Products, Inc. for the 2020 Chip Seal Project.

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

#### **RESOLUTION NO. 20-024**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REJECTING THE BIDS FOR THE POLICE SUBSTATION TENANT IMPROVEMENT PROJECT AT 214 N. THIRD STREET, COEUR D'ALENE, IDAHO, AND DIRECTING THAT CITY STAFF NEGOTIATE FOR THE IMPROVEMENT PROJECT.

**STAFF REPORT:** Police Captain Lee Brainard explained that the substation project was advertised for bid in March, 2020. The intent of the project is to increase Police presence and service in the downtown and mid-town areas by developing the space. Bids were opened on April 1, 2020. One responsive bid was received by Ginno Construction, with a base bid of \$220,000.00, and with three additional alternates the total would come to \$268,600.00. The substation project would utilize existing impact fees to fund a portion of the project, which was budgeted at \$100,000 in impact fees. The base bid is \$120,000 above the budgeted amount. The Legal Department has determined that Idaho Code 67-2805(2)(a)(viii) and (ix) authorizes the Council to reject all bids and, after finding it to be a fact, pass a resolution declaring that the project can be performed more economically by purchasing the goods and services on the open market. It is staff's recommendation to reject the bid and seek to negotiate an agreement.

**MOTION:** Motion by McEvers, seconded by English to approve **Resolution No. 20-024,** rejecting bids for the Police sub-station tenant improvement project at 214 N. 3rd Street and directing staff to negotiate an agreement.

**DISCUSSION:** The Mayor clarified that once a contract is negotiated, it would come back to Council. Councilmember Gookin asked if staff knew what caused the high bid price. Captain Brainard noted that the Architect and City Administrator will meet with Ginno to determine the areas of high cost. Councilmember Miller asked if it would be possible to reject and rebid the project later. Captain Brainard explained that he hopes to gather information this week, and if they can't negotiate a contract price, they could go out to rebid. City Administrator Troy Tymesen said that rebid is an option; however, he isn't comfortable that they have the right number with only one bid. Councilmember English stated that the reality regarding the conditions today are different from eight weeks ago, and in the past the contractors had so much work that they bid high, but he believes it would be different later. He further commented that he thinks a lot of companies will be anxious to get a project. Mayor Widmyer noted that they will need to look at the project and see if the station can be built for the price they were looking at and that it just might not work at that location for the price.

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

#### **RESOLUTION NO. 20-025**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ASSIGNMENT OF A CITY OF COEUR D'ALENE CONTRACT WITH LARIVIERE, INC., TO THE COEUR D'ALENE URBAN RENEWAL AGENCY, DBA IGNITE CDA.

**STAFF REPORT:** City Attorney Mike Gridley noted that the City has a contract with LaRiviere, Inc., for the construction of the public Atlas Waterfront work. Ignite has provided funding to pay for the work pursuant to the Agreement for Financing of Improvements Atlas Waterfront Project. Ignite has asked the City to assign its contract with LaRiviere, Inc., to ignite so that ignite can undertake additional work at the former Atlas Mill site that is not included in the original contract. All work currently included in the contract will continue, as will the inspection and approval of the work by the City. Ignite will take over the responsibilities of the City under the contract and continue the work at the Atlas Mill site. There is no cost to the City, and assigning the contract to ignite will allow additional work to continue for the ongoing development of the property. The additional work will involve installing infrastructure, recycling soil material from Mt. Henk, and other work to enhance the site. Mr. Gridley noted that he walked the site on Saturday and there is still a lot of earth that is going to be recycled from Mount Henk which would otherwise not be useable property. Ignite is now at the stage of development to put in streets and infrastructure. There will be some details that will need to be worked out with bonding and insurance.

**DISCUSSION:** Councilmember Gookin asked if there was any specific issue that was causing the contract be moved to ignite. Mr. Gridley explained that it is a method to continue the project forward through the next few phases as they are getting toward the end of the City side of the phase. The contractor has been doing some soils work that is not in the contract and they would like to proceed on, rather than having a separate contract. Councilmember Gookin asked if the newly installed streets would be up to City Code standards. Mr. Gridley confirmed the roads



will be to City standards. Councilmember Wood asked if, under the newly formed contract, would City staff still be involved for quality control. Mr. Gridley confirmed that City staff would be included and another part of the contract would be the financing agreement with joint approval of costs. He noted that they have always had the City approve the draws and that will continue. The City Engineer and Parks Director will continue to be involved going forward. Councilmember Miller noted that as projects close there are usually end-of-project change orders, and asked who would approve those items. Mr. Gridley noted that it has been a team effort, and confirmed that ignite will move into full funding and if changes occur they will fund them, but the City will approve the work per their code and, assuming everyone agrees, payment would be approved by ignite and paid for by ignite. Councilmember Miller clarified that it is ignite's discretion to spend the rest of the money on the project. Mr. Gridley confirmed it would be, and clarified that the contract specifies the work that is to be done, and that work is not going to change, and that they may add additional work paid for with ignite funds. The Mayor clarified that the City has an approved plan for the park project, so if there are any changes to the park plan it would need to come back to the Council for approval as the owner. Mr. Gridley noted that the City and ignite have worked closely and the work is so close to completion and will continue per the contract and they will do additional work. Mayor Widmyer expressed concern about what the additional work includes. Mr. Gridley noted that the transfer of the property will be to ignite as they move through the development process.

Councilmember McEvers noted that there have been presentations from developers to ignite and the Parks and Recreation Commission and wondered if will they come forward to Council with an update. Mayor Widmyer noted that the Council has seen the plan but may not be sure how it all ties together in the end. Mr. Gridley noted that he will seek an update from ignite, as they have completed a Request for Proposals process and have awarded to some developers. Councilmember Miller asked if they could table this item to the next meeting, so that ignite can provide an update, including the change order process, etc. Mr. Gridley noted that they want to continue to do work on the site as the contractor doing work outside of the contract. Mayor Widmyer clarified that the work doesn't change and council could add to the motion that changes to the contract would come before Council. Councilmember Miller stated that this project is unique in that they have two partners working on the project, and she would like to table it until the April 21, 2020 Council meeting. Councilmember Wood agreed that they should take the time to look at how Council could approve future contract changes. Councilmember English noted that the contract assignment is to ignite's benefit as it will cost less to do the development with the existing contractor and when they sell the property more funds will be left over. Mount Henk is saving a lot of money by being recycled rather than bringing fill to the project, and the contract figured out they could use Mt. Henk and added fill in another area. The engineer gives a detailed synopsis of what is going on and work in progress and changed a lot of things to make it better.

**MOTION:** Motion by Miller, seconded by Gookin to table **Resolution No. 20-025** to the April 21, 2020 meeting, to include an update presentation regarding the end of the project summary.

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

## **DISCUSSION REGARDING COVID – 19 POLICIES AND RECOMMENDATIONS TO STAFF.**

**STAFF REPORT:** Human Resource Director Melissa Tosi noted that there is no past practice to compare with the current employment status caused by COVID-19. The City is in an unprecedented time, trying to make the best decisions for its employees and citizens of the City of Coeur d'Alene. The Governor's stay-at-home order issued on March 25, 2020, stated that it does not prohibit any individual from performing or accessing "Essential Government Functions." "Essential Government Functions" means all services needed to ensure the continuing operation of local, state, federal, or tribal government agencies, and to provide for the health, safety, and welfare of the public. Currently, each department has assessed its staff and identified essential employees and those who must be present in the office or who can telework. Many of the employees who work in the office and out in the field are able to continue their daily duties while being compliant with social distancing rules. Under the Emergency Declaration approved by Council on March 21, 2020, the Mayor, after consultation with City staff, approved temporary compensation methods based on three categories. The third-tier category consists of a smaller group of employees who do not have the ability to telework and will be sent home pursuant to the Governor's Order because their duties are non-essential. At this time, all benefited employees will continue to receive their normal rate of pay through the expiration of the Governor's Order, April 15, 2020. All non-benefited category 3 employees will continue to receive their normal rate of pay through March 31, 2020.

Ms. Tosi clarified that the City will re-evaluate compensation options if the Order is modified and/or extended. All employees shall utilize their personal time off if they are not available for City business during the normal business hours. She noted that the discussion is how should the City consider compensation options, outside of normal policy, if the Governor's Orders are extended and there are some category 3 employees unable to work onsite or telework. Stimulus packages have been given to the Department of Labor (DOL) and they will be providing an extended unemployment stimulus of \$600.00 more a week, and many of the employees in category 3 would be better off utilizing the unemployment benefit. The policy will need to be updated with furlough language that would allow the current leave on the books and continue insurance benefits. As business gets back to normal, the employees would be rehired in the same status as when they left.

Ms. Tosi clarified that as of Friday, the City moved forward with furlough for 22 of the library staff. She also noted that for a 20 hour-a-week employee that made approximately \$280.00 a week, they would receive \$142 from unemployment, and the additional \$600.00 per week would add up to \$742.00 a week, which is substantially more on unemployment. She noted that the DOL is in the middle of updating their software and will pay the CARES Act funding retroactively to April 1.

**DISCUSSION:** Mayor Widmyer noted that through all the research and all questions asked of the DOL, it clarifies that the CARES Act is intended to be an economic stimulus package and will be available until July 31, 2020. Ms. Tosi said that she believes that the CARES Act was put in place so fast they didn't include a prorated amount or sliding scale system. Councilmember McEvers expressed surprise that they would make more money not working.

Ms. Tosi clarified that if the City has work for furloughed employees and requests them to return to work, and they choose not to come back, then they would be denied unemployment benefits. Councilmember McEvers asked for clarification regarding the requested action. Ms. Tosi said that the City started the process on Friday and needed to update policy and add the furlough language. There may be more employees that may fall into the furloughed category over time, and they would have the option as well, so the action needs to be to accept the policy language. Councilmember Miller noted that she had been looking at what other states are doing, and said that the employees are required to come back and she wanted to make sure the City provides employees with any additional information as it becomes available. Mayor Widmyer clarified that the reimbursement from the federal funds must be COVID-related, in regards to the furloughed workers that cost would not be reimbursable to the City, but paid directly to the employee from the state. Councilmember Miller expressed concern about risk to employees and wanted to assure that the employees are well informed. Ms. Tosi noted that she will work with the Library Director to get information out to staff. She noted that when Congress approved the CARES Act, the funding was pushed to the DOL for the states to implement. Mayor Widmyer noted that there are some challenges for the DOL and they are overwhelmed as a lot of folks are seeking to receive unemployment and they will work to iron out issues as they arise. Councilmember Wood noted that she believes that when Congress brought forward the legislation the intention was to get people to stay home and make people as whole as possible. She said that they do not know how long it is going to go on, and that the responsible thing for the cities to do is to take advantage of the federal stimulus. Councilmember Evans thanked Ms. Tosi for her hard work in researching the item and she knows that it is changing daily and is complicated and complimented Ms. Tosi for sorting through all the details. Councilmember English said that this is a unique circumstance and hopes they never have to go through it again, and that this is exactly the conditions that were put in the stimulus regarding making employees whole and he thinks it makes sense to affirm what is being done.

**MOTION:** Motion by Miller, seconded by McEvers to direct staff to move forward with policies as presented this evening. **Motion carried.**

**POLICE DEPARTMENT APPLICATION AND ACCEPTANCE OF A DEPARTMENT OF JUSTICE FORMULA ALLOCATION GRANT FOR \$103,457 EMERGENCY APPROPRIATIONS FOR CORONAVIRUS HEALTH RESPONSE AND AGENCY OPERATIONS.**

**STAFF REPORT:** Police Captain Lee Brainard noted that due to the Coronavirus pandemic, a Coronavirus Emergency Supplemental Funding (CESF) program was authorized by Division B of H.R. 748, Pub. L. No. 116- 136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. DOJ used the Edward Byrne Justice Assistance Grant Program to create a matrix for allocation. The Department has been granted \$103,457 to continue to prevent, prepare for, and respond to the coronavirus threat. Prior to the epidemic, there was a need to have some accessibility to the Department's digital resources but not a need to move personnel to outside locations, including their homes. When the need for social distancing grew along with quarantine, the Department was ill-prepared to meet the technological needs. In addition, though some supplies were on hand, the needs of equipping sworn personnel to prevent being infected grew faster than supplies allowed. Using the allocation grant will allow the

Department to continue to prevent and prepare for not only the ongoing situation but any other potential waves the virus could create. However, if the move to Office 365 is successful, the Department will have to incur future subscription costs, which are currently estimated at \$8,000 a year depending on the plan used and personnel given access. The funding will allow them to purchase PPE including gloves, eye protection, and masks for all personnel. In addition, the funds will allow them to purchase new laptops that can handle the demands of moving personnel from their desks to safer environments like their homes. Finally, the funds will allow them to lighten the need for VPN access and hardware infrastructure by moving the Microsoft Office products from the on-premises solution in effect to a GovCloud CJIS compliant cloud-based solution making the work of first responders and all those that support them more nimble in the field.

**DISCUSSION:** Councilmember McEvers asked if the Police Department has worked with the IT division to move to a cloud-based system. Captain Brainard noted that they have not yet addressed it with IT, but will engage in those conversations with IT group.

**MOTION:** Motion by McEvers, seconded by Miller to authorize the Police Department to apply for and accept a Department of Justice Formula Allocation grant for \$103,457 emergency appropriations for coronavirus health response and agency operations. **Motion carried.**

Mayor Widmyer asked for Mr. Tymesen to provide an update on the Emergency Operation Center (EOC). Mr. Tymesen noted that the City continues to partner with a county-wide unified command center. There was a Letter to the Editor in today's Press that was asking for more local leaders to speak up. Mr. Tymesen clarified that during a county-wide emergency it is important to have a unified command center to provide accurate information. A lot of mis-information gets communicated through social media. The Panhandle Health District and Kootenai County are accurate places to find information. He noted that there has been great community leadership in assisting with accurate information and they are providing it as timely as they can get it. He thanked the team and complimented the Sheriff for always being available. Mr. Tymesen said that we are battling a disease we can't see and the forecast looks like the community has done well to slow the spread. Councilmember McEvers noted that the City's IT division has stepped up to do the Council meeting and setting up people to work at home. Mayor Widmyer said that one thing they can be comforted by is the hard-working people at Kootenai Health are ready to respond and continue to be there for the community, and he thanked all health care professionals. He requested the community follow Panhandle Health's guidelines as social distancing is working; however, it is important to continue to practice it and hope the curve continues to flatten. Mayor Widmyer requested everyone be patient and take care of each other. He noted one of the nicest people he knows is Amy Ferguson and she ends every email with a quote from Henry James stating "Three things in human life are important. The first is to be kind. The second is to be kind. The third is to be kind."

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

The meeting adjourned at 7:26 p.m.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, CMC  
City Clerk

Draft

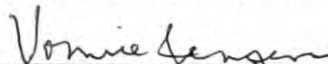
APR 8 2020

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

CITY CLERK

FUND	BALANCE 2/29/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2020
<u>General-Designated</u>	\$1,707,050	\$84,878		\$1,791,928
<u>General-Undesignated</u>	13,013,288	7,296,459	9,404,601	10,905,146
<u>Special Revenue:</u>				
Library	542,836	13,767	146,666	409,937
CDBG	14,091		189	13,902
Cemetery	100,991	31,480	25,612	106,859
Parks Capital Improvements	1,436,419	45,750	132,217	1,349,952
Impact Fees	3,660,853	114,368	3,443	3,771,778
Annexation Fees	94,712	126		94,838
Cemetery P/C	1,385,036	6,075	18,634	1,372,477
Jewett House	34,055	45	1,466	32,634
Reforestation	26,670	35		26,705
Street Trees	216,604	6,589	35,800	187,393
Community Canopy	3,233	5		3,238
Public Art Fund	86,758	10,055	7,000	89,813
Public Art Fund - ignite	501,158	668		501,826
Public Art Fund - Maintenance	133,377	178	1,637	131,918
<u>Debt Service:</u>				
2015 G.O. Bonds	547,354	6,318		553,672
<u>Capital Projects:</u>				
Street Projects	765,448	1,020	30,738	735,730
Atlas Waterfront Project	-			-
<u>Enterprise:</u>				
Street Lights	111,596	50,887	62,536	99,947
Water	3,005,699	329,237	1,098,316	2,236,620
Water Capitalization Fees	7,450,878	59,063	3,753	7,506,188
Wastewater	8,685,791	907,864	741,778	8,851,877
Wastewater - Equip Reserve	1,172,712	27,500		1,200,212
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	2,569,496	170,145	3,305	2,736,336
WW Property Mgmt	60,668			60,668
Sanitation	1,705,902	355,897	400,984	1,660,815
Public Parking	308,044	35,571	78,636	264,979
Drainage	1,169,938	88,616	60,299	1,198,255
Wastewater Debt Service	1,396,685	1,862	322,420	1,076,127
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	227,603	215,841	227,603	215,841
Police Retirement	885,442	14,605	30,728	869,319
Sales Tax	556	3,716	1,926	2,346
BID	266,404	7,897	40,000	234,301
Homeless Trust Fund	441	419	441	419
<b>GRAND TOTAL</b>	<b>\$54,787,788</b>	<b>\$9,886,936</b>	<b>\$12,880,728</b>	<b>\$51,793,996</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  
SIX MONTHS ENDED  
March 31, 2020

**RECEIVED**  
APR 8 2020  
**CITY CLERK**

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$119,149	47%
	Services/Supplies	11,400	2,326	20%
Administration	Personnel Services	209,521	104,638	50%
	Services/Supplies	7,200	809	11%
Finance	Personnel Services	679,466	325,289	48%
	Services/Supplies	518,050	480,050	93%
Municipal Services	Personnel Services	1,273,999	625,344	49%
	Services/Supplies	546,375	326,591	60%
	Capital Outlay			
Human Resources	Personnel Services	328,696	163,064	50%
	Services/Supplies	71,823	37,775	53%
Legal	Personnel Services	1,240,704	629,341	51%
	Services/Supplies	51,153	29,875	58%
Planning	Personnel Services	675,488	312,624	46%
	Services/Supplies	297,800	71,706	24%
	Capital Outlay			
Building Maintenance	Personnel Services	383,106	182,596	48%
	Services/Supplies	172,875	94,462	55%
	Capital Outlay	120,000	96,400	80%
Police	Personnel Services	14,216,783	6,968,817	49%
	Services/Supplies	1,617,216	560,570	35%
	Capital Outlay	140,161	29,231	21%
Fire	Personnel Services	9,911,402	5,256,063	53%
	Services/Supplies	641,095	182,923	29%
	Capital Outlay	23,000	22,224	97%
General Government	Services/Supplies	125,750	1,532,698	1219%
	Capital Outlay		302,998	
Police Grants	Personnel Services		31,855	
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		2,809	
	Capital Outlay			
Streets	Personnel Services	3,086,704	1,582,142	51%
	Services/Supplies	1,797,404	613,223	34%
	Capital Outlay	155,000	165,794	107%
Parks	Personnel Services	1,684,388	705,171	42%
	Services/Supplies	687,150	209,657	31%
	Capital Outlay	126,000	48,929	39%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SIX MONTHS ENDED  
 March 31, 2020

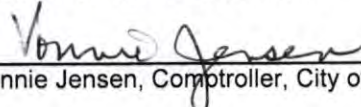
FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	273,339	49%
	Services/Supplies	196,280	44,471	23%
	Capital Outlay	9,500		
Building Inspection	Personnel Services	898,321	436,705	49%
	Services/Supplies	41,256	11,613	28%
	Capital Outlay	24,233	24,089	99%
Total General Fund		<u>42,779,932</u>	<u>22,607,358</u>	<u>53%</u>
Library	Personnel Services	1,353,266	664,810	49%
	Services/Supplies	252,500	119,147	47%
	Capital Outlay	180,000	74,675	41%
CDBG	Services/Supplies	597,467	73,883	12%
Cemetery	Personnel Services	190,877	81,806	43%
	Services/Supplies	105,950	42,010	40%
	Capital Outlay	72,800	44,703	61%
Impact Fees	Services/Supplies	360,000	238,052	66%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	564,500	787,661	140%
Cemetery Perpetual Care	Services/Supplies	191,500	97,105	51%
Jewett House	Services/Supplies	28,853	5,320	18%
Reforestation	Services/Supplies	5,000		
Street Trees	Services/Supplies	104,000	39,965	38%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	50,224	14%
		<u>4,477,013</u>	<u>2,418,609</u>	<u>54%</u>
Debt Service Fund		<u>878,932</u>	<u>50,319</u>	<u>6%</u>



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SIX MONTHS ENDED  
March 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay		15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472		
Kathleen Avenue Widening	Capital Outlay	445,000	7,956	2%
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015	7,766	15%
Industrial Park Loop & Atlas	Capital Outlay	804,500	482,503	60%
Downtown Signal Imprvmnts	Capital Outlay	10,000	25,618	256%
Atlas Waterfront Project	Capital Outlay		41,452	
NW Blvd Traffic Signals	Capital Outlay		249,280	
		<u>1,611,812</u>	<u>1,053,949</u>	<u>65%</u>
Street Lights	Services/Supplies	706,000	285,705	40%
Water	Personnel Services	2,166,893	1,067,457	49%
	Services/Supplies	4,778,418	789,557	17%
	Capital Outlay	7,676,000	1,676,163	22%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	1,257,323	43%
	Services/Supplies	6,874,376	1,276,816	19%
	Capital Outlay	4,710,000	1,382,818	29%
	Debt Service	2,176,363	734,108	34%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	3,959,644	1,830,658	46%
Public Parking	Services/Supplies	1,351,011	603,426	45%
	Capital Outlay	24,000		
Drainage	Personnel Services	118,155	59,230	50%
	Services/Supplies	798,391	160,692	20%
	Capital Outlay	905,000	259,402	29%
Total Enterprise Funds		<u>44,305,549</u>	<u>11,383,356</u>	<u>26%</u>
Kootenai County Solid Waste		2,885,000	1,183,418	41%
Police Retirement		184,241	91,621	50%
Business Improvement District		176,000	80,000	45%
Homeless Trust Fund		4,800	2,552	53%
Total Fiduciary Funds		<u>3,250,041</u>	<u>1,357,590</u>	<u>42%</u>
TOTALS:		<u>\$97,303,279</u>	<u>\$38,871,182</u>	<u>40%</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

APR 8 2020

CITY CLERK

City of Coeur d Alene  
Cash and Investments  
3/31/2020

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	1,155,956
Checking Account	36,724
Investment Account - Police Retirement	856,008
Investment Account - Cemetery Perpetual Care Fund	1,369,642
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	266,008
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	46,852,528
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	253,797
<b>Numerica Credit Union</b>	
Certificate of Deposit	1,001,208
<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>	<b>51,793,996</b>

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



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

DATE: APRIL 16, 2020  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MAY 19, 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-1-20	Applicant: Lake City Engineering Location: 4301 N. Crown Avenue Request: A proposed zone change from C-17L to C-17	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 19, 2020**

# CITY COUNCIL STAFF REPORT

**DATE:** April 21, 2020  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-20-04c, Seven27 Condominiums, Final Plat Approval**

---

## DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, seven (7) unit residential condominium subdivision.

## HISTORY

Applicant: Kris A. Pereira, Member  
727 Front Street Condominiums, LLC  
3893 N. Schreiber Way  
Coeur d'Alene, ID 83815

Location: 727 E. Front Avenue

## FINANCIAL ANALYSIS

There are no financial issues with this development.

## PERFORMANCE ANALYSIS

This is a re-plat of Lot 12, Block 36 of Coeur d'Alene and King's Addition and Lot 5, Block A of Boughton & Kelso Addition, & Tax #24363 located in Coeur d'Alene, into a one (1) lot, seven (7) unit condominium plat. 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.

## DECISION POINT RECOMMENDATION

City Council approval of the final plat document

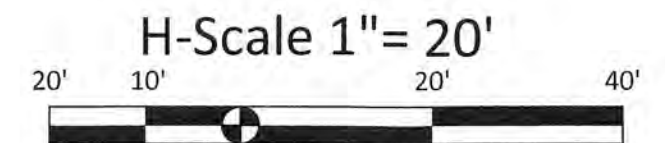


# SEVEN27 CONDOMINIUMS

A REPLAT OF LOT 12, BLOCK 36 OF COEUR D'ALENE AND KING'S ADDITION AND LOT 5, BLOCK A OF BOUGHTON & KELSO ADDITION, & TAX #24363 LYING WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#



## LEGEND

- FOUND 5/8" AND CAP MARKED PLS 5289, OR AS NOTED
- ◇ FOUND 1/2" REBAR WITHOUT CAP, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- SET 1" COPPER DISK MARKED PLS 9367, SET FLUSH IN CONCRETE
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

## REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF BOUGHTON & KELSO ADDITION TO THE TOWN OF COEUR D'ALENE. RECORDED IN BOOK A OF PLATS AT PAGE 115.
  - R-2 PLAT OF COEUR D'ALENE & KING'S ADDITION. RECORDED IN BOOK C OF PLATS AT PAGE 144.
  - R-3 PLAT OF McEUEEN TERRACE BY RUSSEL G. HONSAKER, PLS 5289. RECORDED IN BOOK I OF PLATS AT PAGES 313 & 313A-H, AS INSTRUMENT NO. 1706603.
  - R-4 RECORD OF SURVEY BY RUSSEL G. HONSAKER, PLS 5289. RECORDED IN BOOK 30 OF SURVEYS AT PAGE 414.

## BASIS OF BEARING

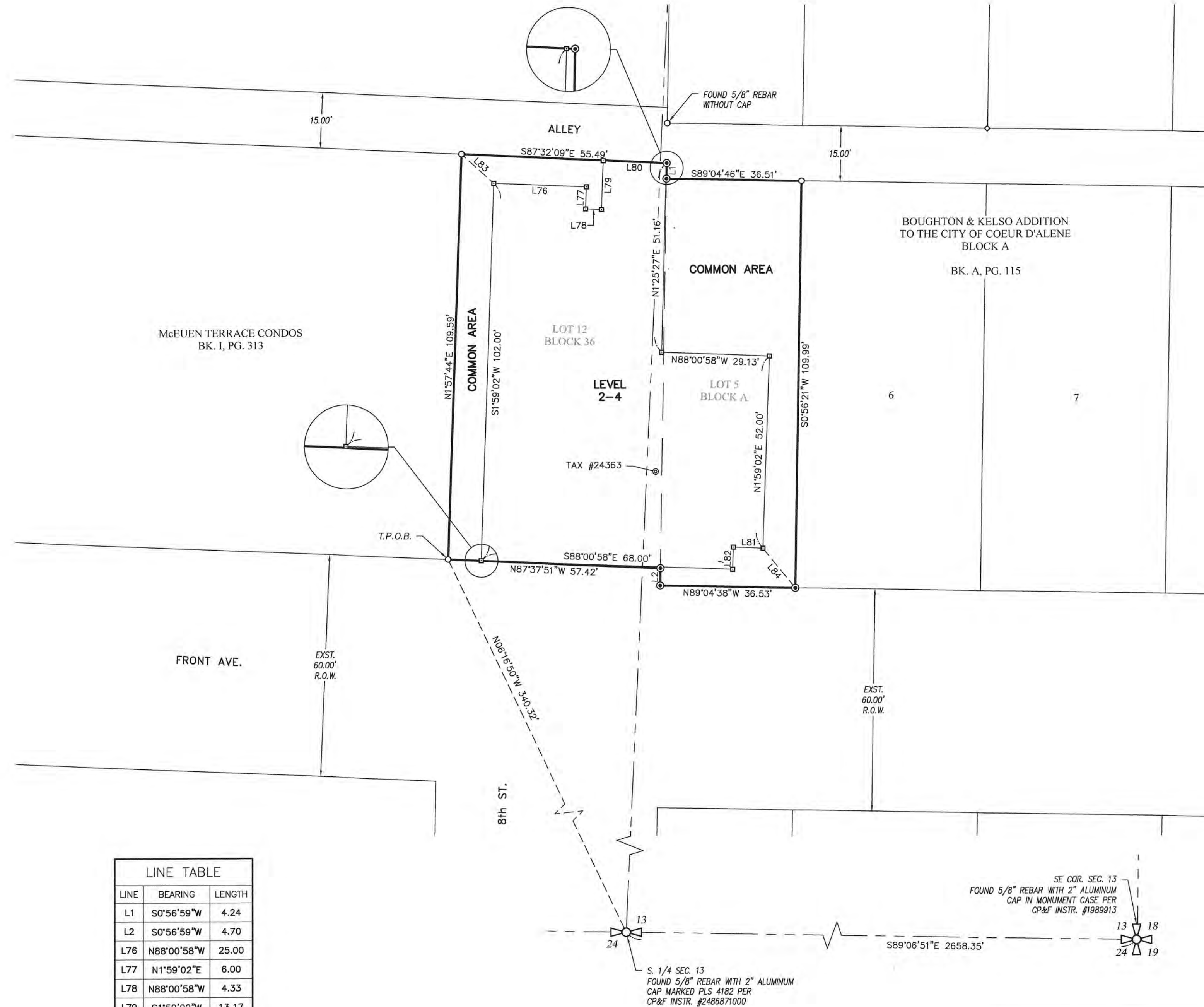
AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00009529. A CONVERGENCE ANGLE OF -00°45'31" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

## NOTES

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

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO RE-ESTABLISH THE BOUNDARY OF THE PREVIOUS RECORD OF SURVEY BY RUSSEL HONSAKER FILED IN BOOK 30 AT PAGE 414 UNDER INSTRUMENT NUMBER 2679529000 RECORDS OF KOOTENAI COUNTY, IDAHO. SOME OF THE CORNERS IN THE CONCRETE WERE DESTROYED DURING CONSTRUCTION OF THE CONDOMINIUM PROJECT AND NEW SIDEWALK ETC. HAD BEEN REMOVED AND OR REPLACED DURING THAT CONSTRUCTION. WE FOUND NO DISCREPANCY IN THE CALCULATIONS AND HELD RECORD POSITIONS FOR OUR EXTERIOR BOUNDARY LINES AS SHOWN HEREON. EXTERIOR BUILDING CORNERS HAVE BEEN TIED TO THOSE MONUMENTS EITHER BEING FOUND OR RE-SET AS SHOWN ON THE FACE OF THE PLAT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°56'59"W	4.24
L2	S0°56'59"W	4.70
L76	N88°00'58"W	25.00
L77	N1°59'02"E	6.00
L78	N88°00'58"W	4.33
L79	S1°59'02"W	13.17
L80	N87°59'36"W	17.04
L81	S88°00'58"E	8.00
L82	N1°59'02"E	6.00
L83	S47°43'45"E	11.80
L84	N39°12'13"W	13.78

SE COR. SEC. 13  
FOUND 5/8" REBAR WITH 2" ALUMINUM  
CAP IN MONUMENT CASE PER  
CP&F INSTR. #1989913

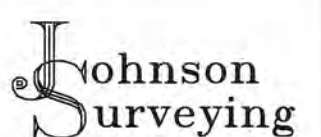
S. 1/4 SEC. 13  
FOUND 5/8" REBAR WITH 2" ALUMINUM  
CAP MARKED PLS 4182 PER  
CP&F INSTR. #2486871000



## SEVEN27 CONDOMINIUMS

L. 12, B. 36 OF CD'A & KING'S ADD., L. 5 B. A OF BOUGHTON & KELSO ADD.  
SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 04/02/20	SHEET 1/9
FILE NAME: 20-004 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-004	



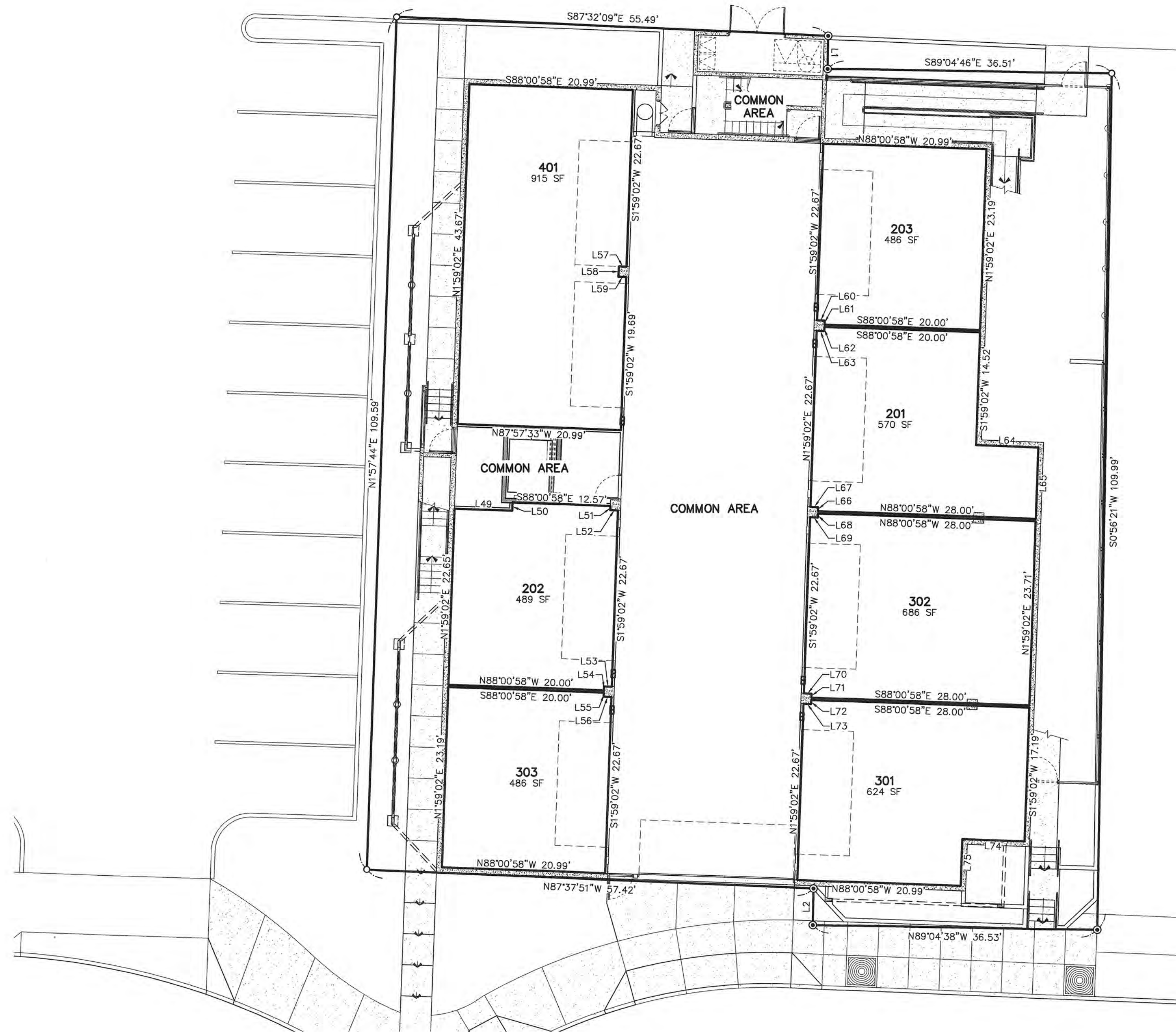
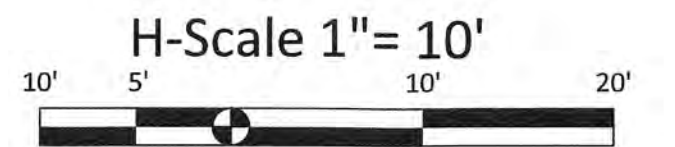
P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com



# SEVEN27 CONDOMINIUMS

A REPLAT OF LOT 12, BLOCK 36 OF COEUR D'ALENE AND KING'S ADDITION AND LOT 5, BLOCK A OF BOUGHTON & KELSO ADDITION, & TAX #24363  
 LYING WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
 KOOTENAI COUNTY, IDAHO

BOOK PAGE  
 INST.#



LINE	BEARING	LENGTH
L1	S0°56'59"W	4.24
L2	S0°56'59"W	4.70
L49	S88°00'58"E	7.43
L50	N1°59'02"E	1.06
L51	S1°59'02"W	0.52
L52	S88°00'58"E	0.99
L53	N88°00'58"W	0.99
L54	S2°10'45"W	0.52
L55	S1°47'20"W	0.52
L56	S88°00'58"E	0.99
L57	N88°00'58"W	0.99
L58	S1°59'02"W	1.33
L59	S88°00'58"E	0.99
L60	S88°00'58"E	0.99
L61	S1°59'02"W	0.52
L62	N1°59'02"E	0.52
L63	S88°00'58"E	0.99
L64	S88°00'58"E	8.00
L65	S1°59'02"W	9.19
L66	N1°59'02"E	0.52

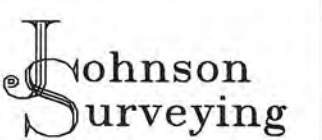
LINE	BEARING	LENGTH
L67	N88°00'58"W	0.99
L68	S1°59'02"W	0.52
L69	N88°00'58"W	0.99
L70	S88°00'58"E	0.99
L71	S1°59'02"W	0.52
L72	N1°59'02"E	0.52
L73	S88°00'58"E	0.99
L74	N88°00'58"W	8.00
L75	S1°59'02"W	6.00

L1 FLOOR PLAN  
 SCALE: 1" = 10'



## SEVEN27 CONDOMINIUMS

L.12, B. 36 OF CD'A & KING'S ADD., L.5 B. A OF BOUGHTON & KELSO ADD.  
 SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 02/10/20	SHEET 2
FILE NAME: 20-004 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 20-004	9

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 208-660-2351  
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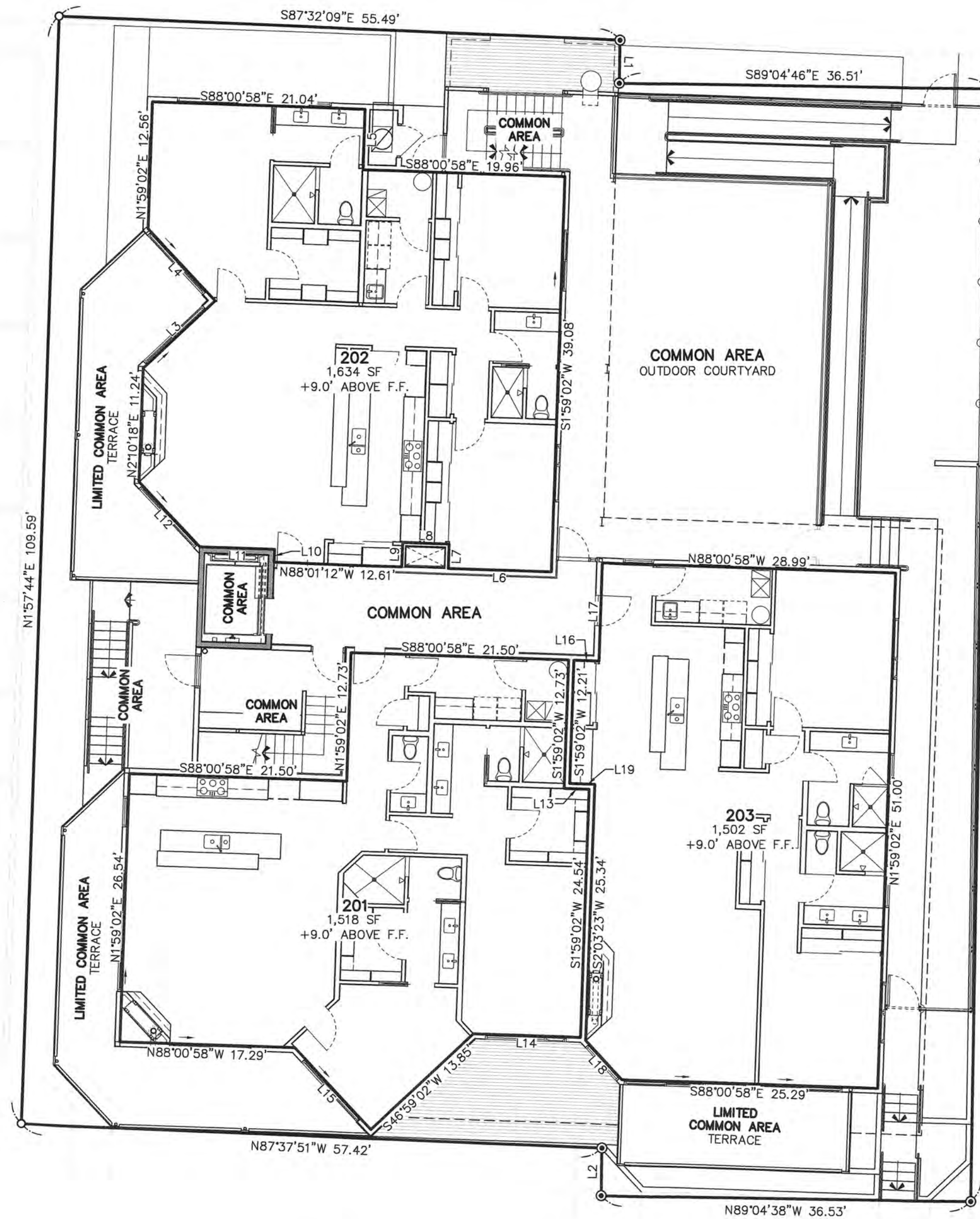
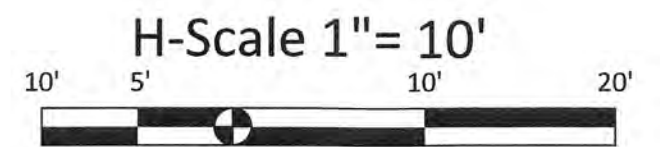


# SEVEN27 CONDOMINIUMS

A REPLAT OF LOT 12, BLOCK 36 OF COEUR D'ALENE AND KING'S ADDITION AND LOT 5, BLOCK A OF BOUGHTON & KELSO ADDITION, & TAX #24363  
 LYING WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
 KOOTENAI COUNTY, IDAHO

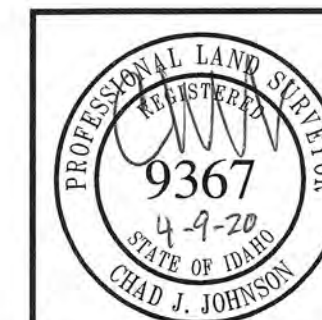
BOOK PAGE

INST.#



LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°56'59\"W	4.24
L2	S0°56'59\"W	4.70
L3	N46°59'02\"E	9.72
L4	N43°00'58\"W	9.72
L5	S1°59'02\"W	6.00
L6	N88°00'58\"W	10.21
L7	N1°59'02\"E	2.42
L8	N88°00'58\"W	4.58
L9	S1°59'02\"W	2.42
L10	N1°59'02\"E	1.29
L11	N88°00'58\"W	7.39
L12	N43°00'58\"W	8.83
L13	S88°00'58\"E	2.46
L15	N43°00'58\"W	11.02
L16	N88°00'58\"W	2.49
L17	S1°59'02\"W	9.73
L18	S43°00'58\"E	5.26
L19	S88°00'58\"E	2.50

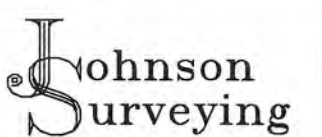
L2 FLOOR PLAN  
 SCALE: 1" = 10'



## SEVEN27 CONDOMINIUMS

L.12, B. 36 OF CD'A & KING'S ADD., L.5 B. A OF BOUGHTON & KELSO ADD.  
 SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 02/10/20	SHEET 3
FILE NAME: 20-004 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 20-004	9



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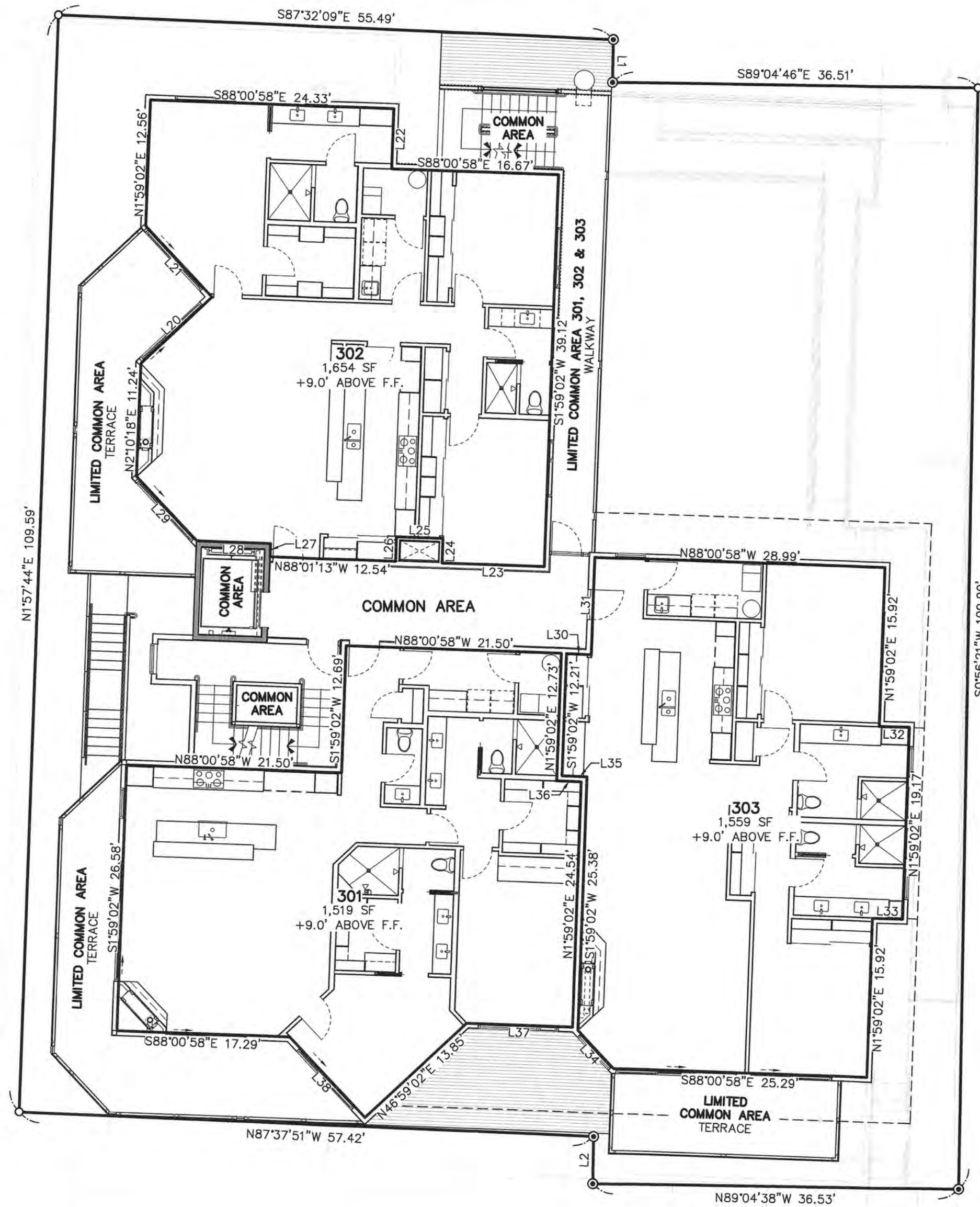
# SEVEN27 CONDOMINIUMS

A REPLAT OF LOT 12, BLOCK 36 OF COEUR D'ALENE AND KING'S ADDITION AND LOT 5, BLOCK A OF BOUGHTON & KELSO ADDITION, & TAX #24363 LYING WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INST.# \_\_\_\_\_



H-Scale 1" = 10'  
10' 5' 10' 20'



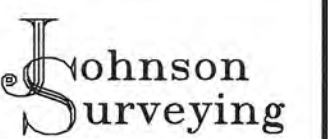
LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°56'59"W	4.24
L2	S0°56'59"W	4.70
L20	N46°59'02"E	9.72
L21	N43°00'58"W	9.72
L22	S1°59'02"W	6.00
L23	N88°00'39"W	10.21
L24	N1°59'02"E	2.46
L25	N88°00'58"W	4.66
L26	S1°59'02"W	2.46
L27	N1°59'02"E	1.33
L28	N88°00'58"W	7.39
L29	N43°00'58"W	8.83
L30	N88°00'58"W	2.49
L31	S1°59'02"W	9.73
L32	N88°00'58"W	3.00
L33	S88°00'58"E	3.00
L34	S43°00'58"E	5.21
L35	S88°00'58"E	2.50
L36	N88°00'58"W	2.46
L37	S88°00'58"E	10.58
L38	S43°00'58"E	11.02

L3 FLOOR PLAN  
SCALE: 1" = 10'



## SEVEN27 CONDOMINIUMS

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SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 04/08/20	SHEET 4
FILE NAME: 20-004 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-004	9

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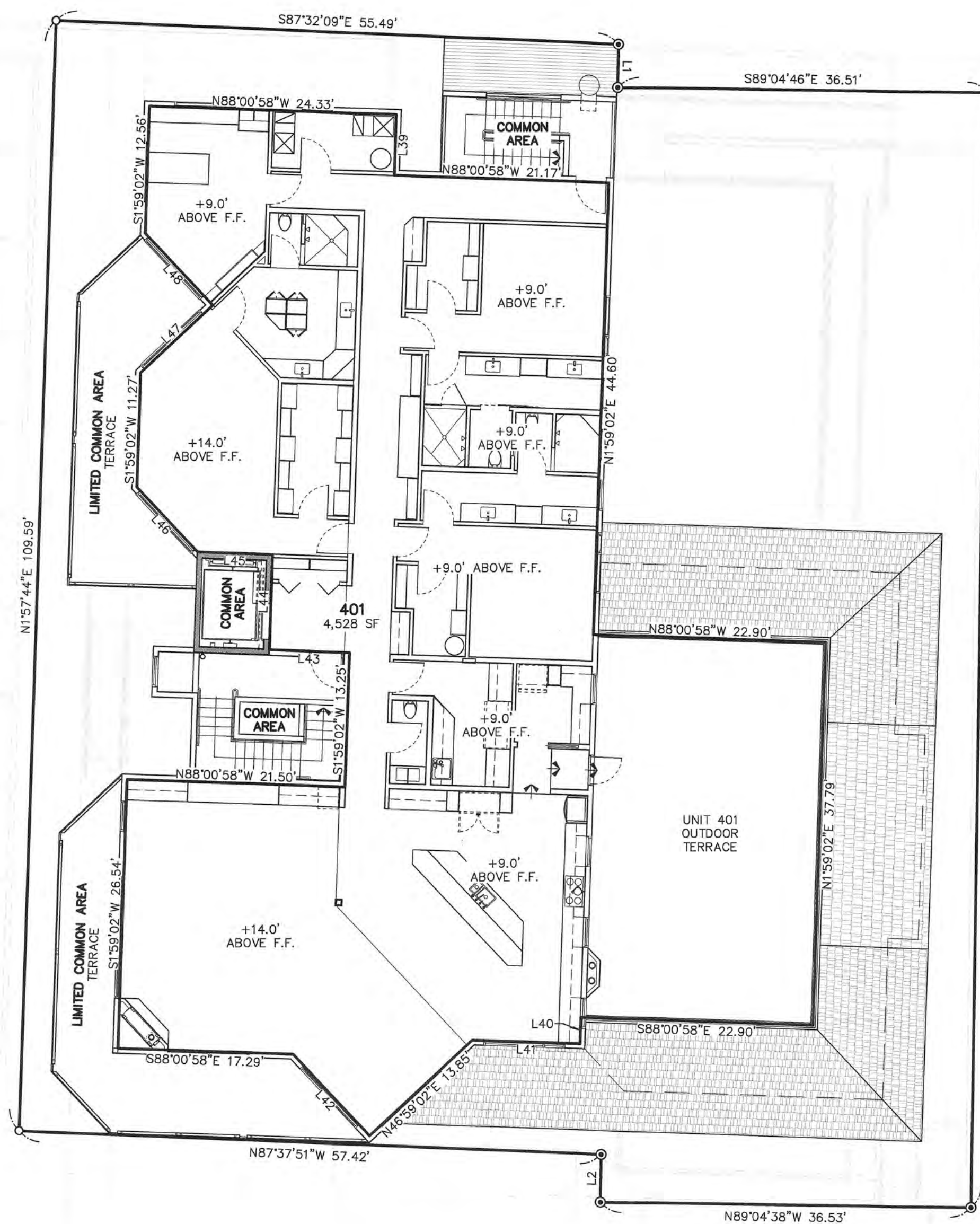
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BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INST.# \_\_\_\_\_



H-Scale 1" = 10'  
10' 5' 10' 20'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°56'59\"W	4.24
L2	S0°56'59\"W	4.70
L39	N1°59'02\"E	6.00
L40	N1°59'02\"E	2.60
L41	S88°00'58\"E	10.62
L42	S43°00'58\"E	11.02
L43	S88°00'58\"E	7.91
L44	S1°59'02\"W	9.42
L45	S88°00'58\"E	7.39
L46	S43°00'58\"E	8.78
L47	S46°59'02\"W	9.72
L48	S43°00'58\"E	9.72

L4 FLOOR PLAN  
SCALE : 1" = 10'



## SEVEN27 CONDOMINIUMS

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SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 02/10/20	SHEET 5
FILE NAME: 20-004 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-004	9

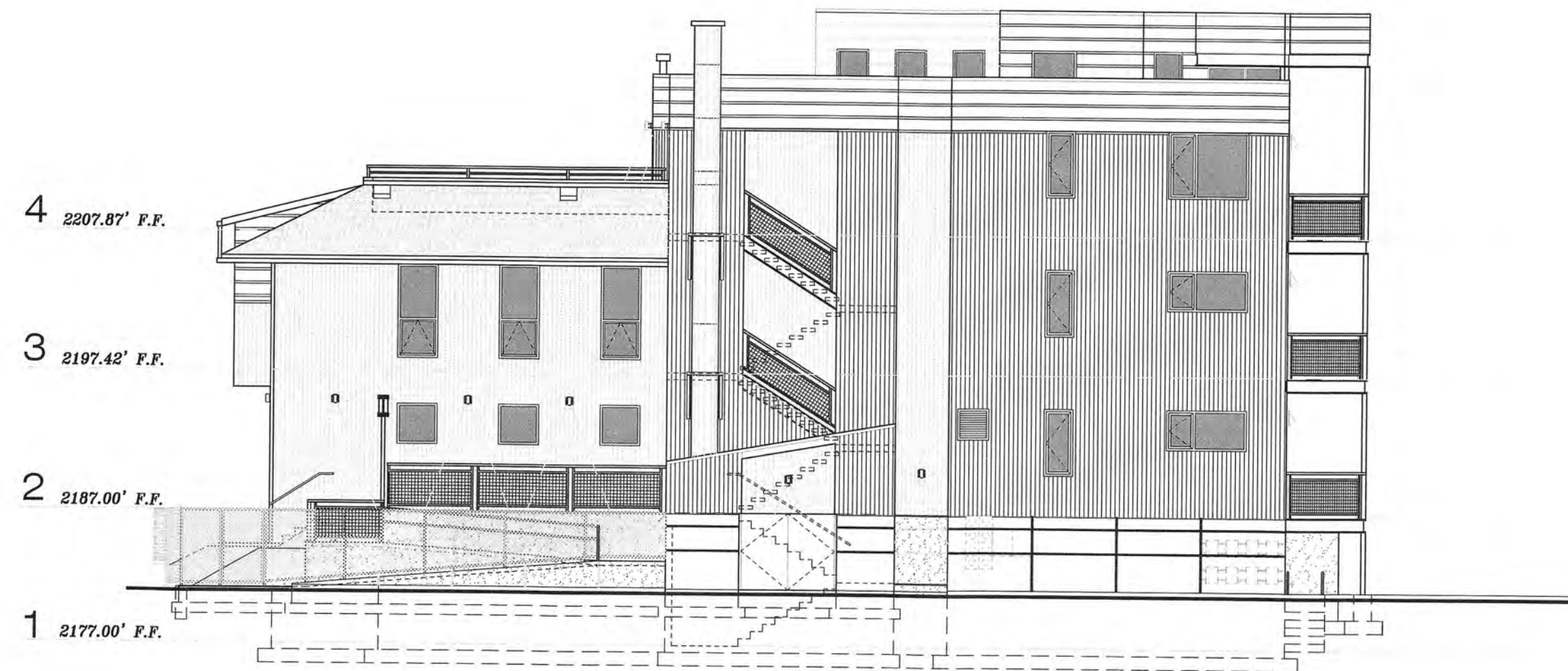
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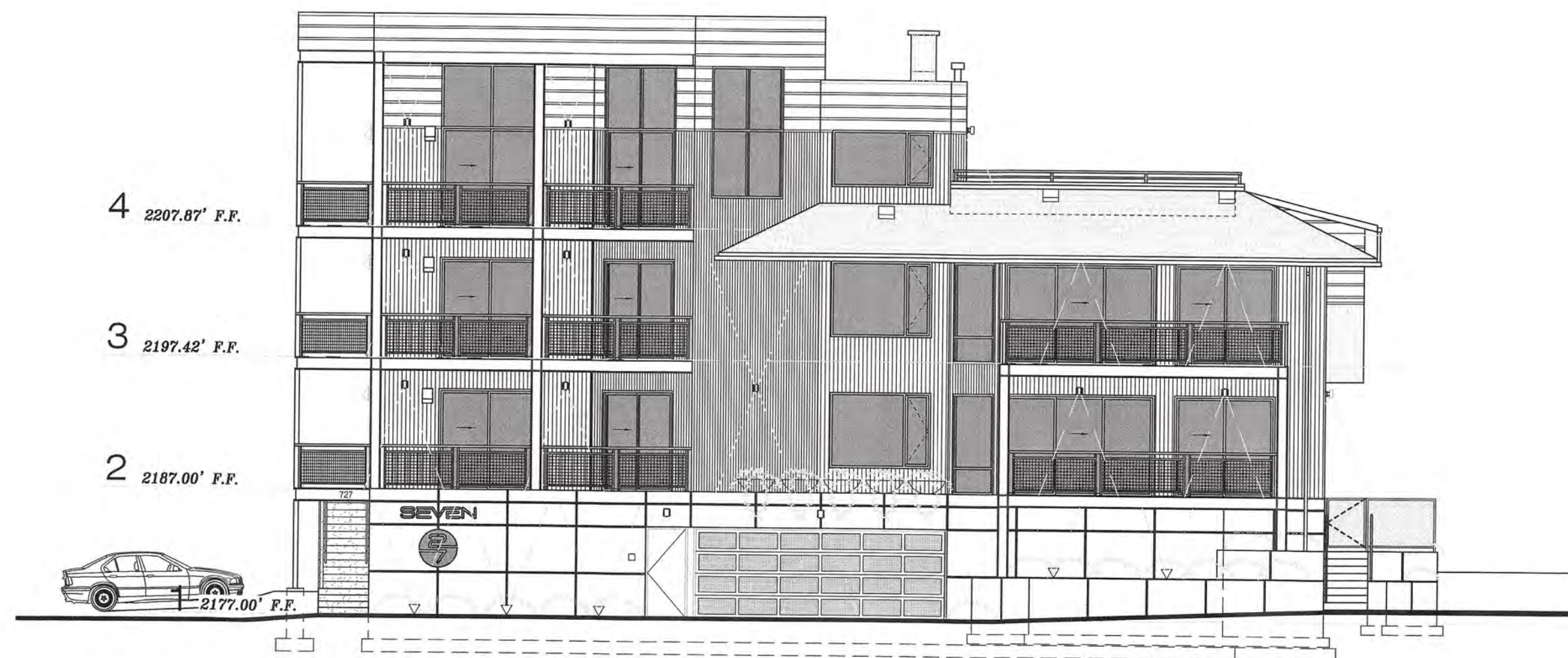
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BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INST.# \_\_\_\_\_



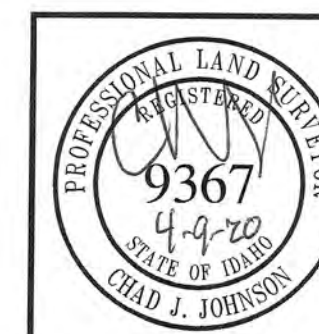
NORTH BUILDING ELEVATION  
N.T.S.



SOUTH BUILDING ELEVATION  
N.T.S.

NOTES

1. VERTICAL DATUM IS NAVD-88.



SEVEN27 CONDOMINIUMS			
L.12, B. 36 OF CD'A & KING'S ADD., L.5 B. A OF BOUGHTON & KELSO ADD. SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 02/10/20	SHEET
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**Johnson**  
Surveying

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# SEVEN27 CONDOMINIUMS

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 KOOTENAI COUNTY, IDAHO

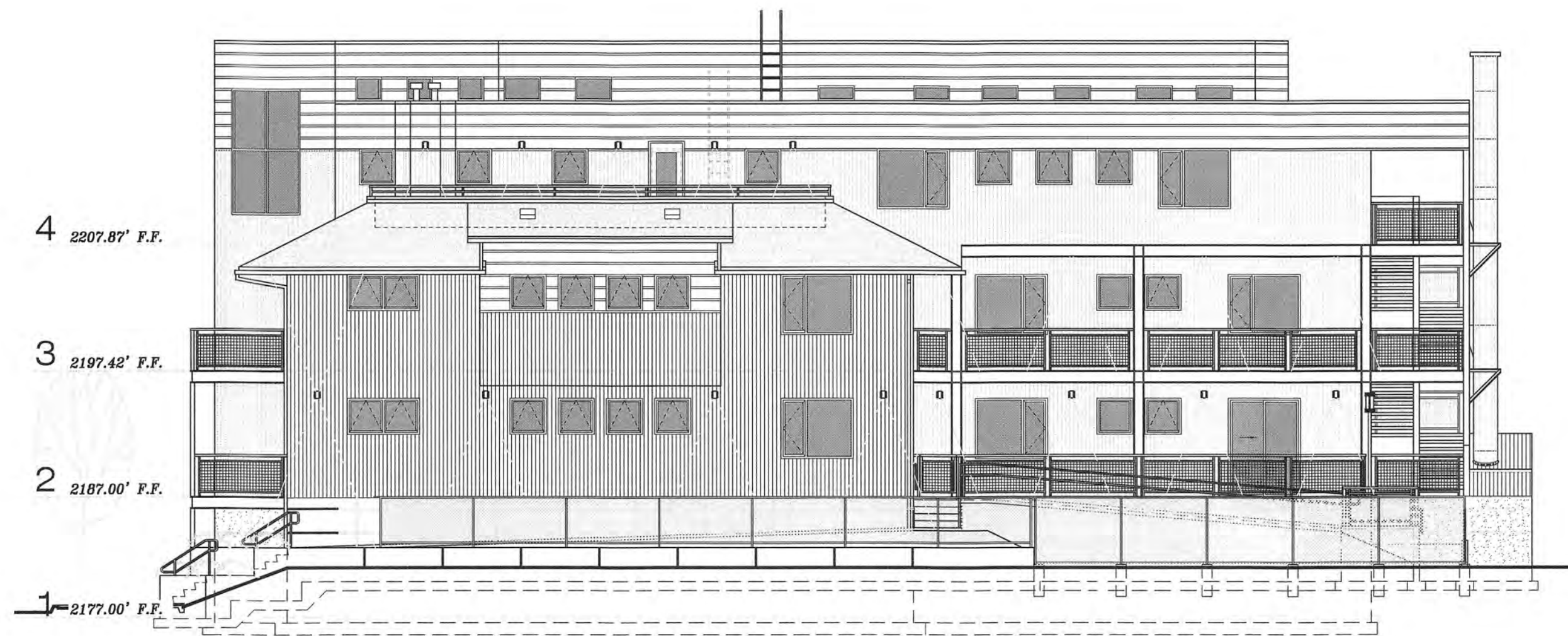
BOOK PAGE

INST.#



WEST BUILDING ELEVATION

N.T.S.



EAST BUILDING ELEVATION

N.T.S.

NOTES

1. VERTICAL DATUM IS NAVD-88.



SEVEN27 CONDOMINIUMS

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DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 02/10/20	SHEET
FILE NAME: 20-004 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-004	7
			9

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 Surveying

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# SEVEN27 CONDOMINIUMS

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 KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 INST.# \_\_\_\_\_

### PANHANDLE HEALTH DISTRICT

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

HEALTH DISTRICT SIGNATURE: *Guy Loveland* DATE: 4.8.20

### TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 9<sup>th</sup> DAY OF April, 2020, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

*Steven Matheson*  
 KOOTENAI COUNTY TREASURER

### CITY COUNCIL APPROVAL

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

\_\_\_\_\_  
 CITY OF COEUR D'ALENE, MAYOR

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

### RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AT \_\_\_\_\_ M. AND DULY RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_ AND UNDER INSTRUMENT NO. \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_.

\_\_\_\_\_  
 JIM BRANNON,  
 KOOTENAI COUNTY RECORDER

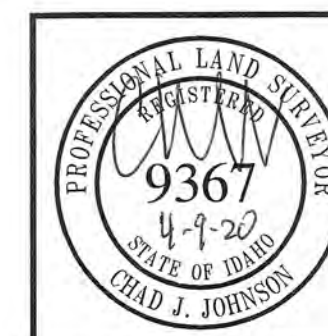
\_\_\_\_\_  
 FEE PAID

### CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 CHRISTOPHER W. BOSLEY  
 CITY OF COEUR D'ALENE, ENGINEER

PE #10804



SEVEN27 CONDOMINIUMS			
L.12, B. 36 OF CD'A & KING'S ADD., L.5 B. A OF BOUGHTON & KELSO ADD. SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 04/02/20	SHEET
FILE NAME: 20-004 SURVEY	CHECKED BY: CJJ	PROJECT No.: 20-004	8 9

**Johnson**  
 Surveying

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# SEVEN27 CONDOMINIUMS

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BOOK PAGE  
INST.#

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT 727 FRONT STREET CONDOMINIUMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN THIS CONDOMINIUM PROJECT TO BE KNOWN AS "SEVEN27 CONDOMINIUMS". SUBJECT TO THE (PROVISIONS OF TITLE 55, CHAPTER 15 IDAHO CODE).

A PARCEL OF LAND BEING TAX #24363 PER LOT CONSOLIDATION DEED RECORDED UNDER INSTRUMENT NUMBER 2679534000 SAID PARCEL BEING LOT 5, BLOCK A OF BOUGHTON AND KELSO'S ADDITION TO THE CITY OF COEUR D'ALENE ACCORDING TO THE PLAT RECORDED IN BOOK A OF PLATS AT PAGE 115, AND LOT 12, BLOCK 36 OF COEUR D'ALENE AND KING'S ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK A OF DEEDS AT PAGE 144, RECORDS OF KOOTENAI COUNTY, LYING WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEING A FOUND 5/8" REBAR AND 2" ALUMINUM CAP MARKED PLS 4182 PER CP&F INSTRUMENT NUMBER 2486871000 RECORDS OF KOOTENAI COUNTY, IDAHO. FROM WHICH THE SOUTHEAST CORNER OF SECTION 13 BEARS S 89°06'51" E A DISTANCE OF 2658.35 SAID POINT BEING A FOUND 5/8" REBAR AND 2" ALUMINUM CAP PER CP&F INSTRUMENT NUMBER 1989913 RECORDS OF KOOTENAI COUNTY, IDAHO. THENCE, N 06°16'50" W A DISTANCE OF 340.32 FEET TO A 5/8" REBAR AND PLS 5289 CAP SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE, N 01°57'44" E A DISTANCE OF 109.59 FEET TO A FOUND 5/8" REBAR AND PLS 5289 CAP;  
 THENCE, S 87°32'09" E A DISTANCE OF 55.49 FEET TO A SET 1" COPPER DISC AND MAGNETIC LEAD FILL IN CONCRETE STAMPED JS PLS 9367;  
 THENCE, S 00°56'59" W A DISTANCE OF 4.24 FEET TO A SET 1" COPPER DISC AND MAGNETIC LEAD FILL IN CONCRETE STAMPED JS PLS 9367;  
 THENCE, S 89°04'46" E A DISTANCE OF 36.51 FEET TO A FOUND 5/8" REBAR AND PLS 5289 CAP;  
 THENCE, S 00°56'21" W A DISTANCE OF 109.99 FEET TO A SET 1" COPPER DISC AND MAGNETIC LEAD FILL IN CONCRETE STAMPED JS PLS 9367;  
 THENCE, N 89°04'38" W A DISTANCE OF 36.53 FEET TO A SET 1" COPPER DISC AND MAGNETIC LEAD FILL IN CONCRETE STAMPED JS PLS 9367;  
 THENCE, N 00°56'59" E A DISTANCE OF 4.70 FEET TO A SET 1" COPPER DISC AND MAGNETIC LEAD FILL IN CONCRETE STAMPED JS PLS 9367;  
 THENCE, N 87°37'51" W A DISTANCE OF 57.42 FEET TO TRUE POINT OF BEGINNING.

COMPRISING 0.230 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING ON SAID PLAT.

ALL LOTS ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER INSTRUMENT NO. \_\_\_\_\_, RECORDS OF KOOTENAI COUNTY, IDAHO.

SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

DOMESTIC WATER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO IDAHO CODE TITLE 55, CHAPTER 15.

SIGNATURE: Kris A. Pereira DATE: 4-9-20  
 PRINT NAME: KRIS A PEREIRA  
 TITLE: MEMBER

## NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF Idaho S.S.  
 COUNTY OF Kootenai

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 9th DAY OF April, IN THE YEAR OF 2020, BY KRIS A. PEREIRA  
 AS MEMBER OF 727 FRONT STREET CONDOMINIUMS, LLC.

NOTARY PUBLIC: Stephanie Blalock  
 MY COMMISSION EXPIRES February 26, 2024



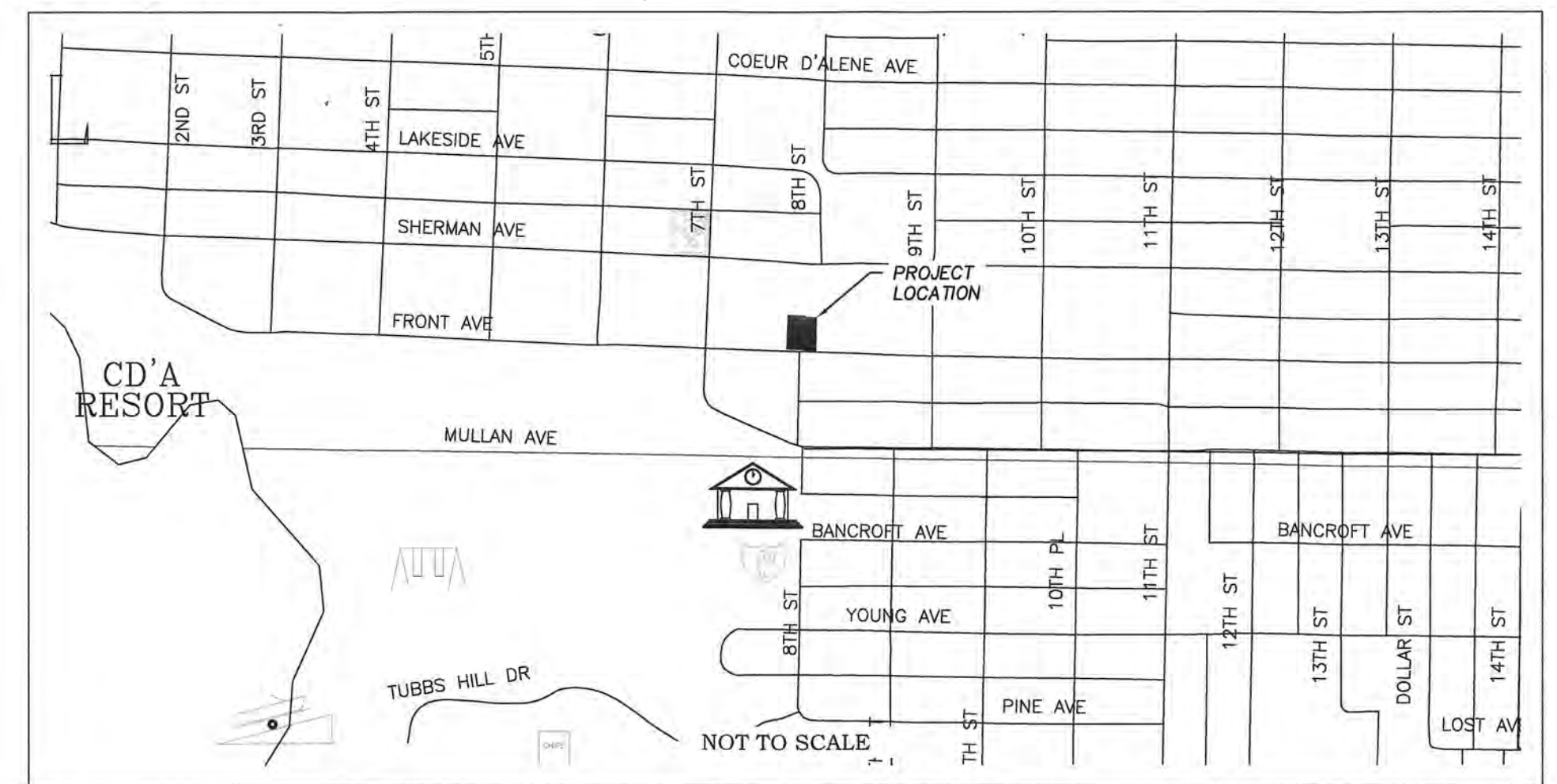
## CONSENT TO RECORD

IN WITNESS WHEREOF THE UNDERSIGNED BENEFICIARY, UNDER THAT CERTAIN DEED OF TRUST COVERING REAL PROPERTY SHOWN HEREON DATED APRIL 17, 2019; RECORDED APRIL 26, 2019 UNDER INSTRUMENT NUMBER 2689698000; DEED OF TRUST ASSIGNED TO NUMERICA CREDIT UNION RECORDED APRIL 26, 2019 RECORDED UNDER INSTRUMENT NUMBER 2689699000 AND FINANCING STATEMENT SHOWING 727 FRONT STREET CONDOMINIUMS, LLC AS DEBTOR AND NUMERICA CREDIT UNION, AS SECURED PARTY DATED APRIL 26, 2019 RECORDED UNDER INSTRUMENT NUMBER 2689700000. 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 9th DAY OF April, 2020.

Gregory Hansen DATE: 4/9/20  
 GREGORY HANSEN  
 AS EXECUTIVE VICE PRESIDENT OF NUMERICA CREDIT UNION.

## VICINITY MAP



## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

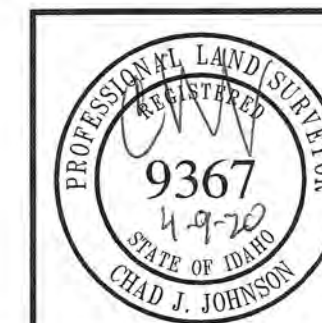
RODNEY E. JONES PLS 12463  
 KOOTENAI COUNTY SURVEYOR



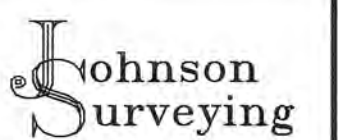
## SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, 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.

Chad J. Johnson DATE: 4-9-20  
 CHAD J. JOHNSON PLS 9367



SEVEN27 CONDOMINIUMS			
L.12, B. 36 OF CD'A & KING'S ADD., L.5 B. A OF BOUGHTON & KELSO ADD. SE 1/4 SECTION 13, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JAN. 2020	DRAFTED BY: BAG	PLOT DATE: 04/08/20	SHEET 9
FILE NAME: 20-004 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 20-004	9



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

# CITY COUNCIL STAFF REPORT

**DATE:** April 21, 2020  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-20-01c, Cottage Grove Condominiums, Final Plat Approval**

---

## DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, five (5) unit residential condominium subdivision.

## HISTORY

**Applicant:** Dennis Crowley, Property Owner  
Paramount Enterprises, LLC  
321 W. Galena Street  
Butte, MT 59701

**Location:** 1831 N. Lakewood Drive

## FINANCIAL ANALYSIS

There are no financial issues with this development.

## PERFORMANCE ANALYSIS

This is a re-plat, of Lot 3 and tract P, Block 4, Cottage Grove Second Addition plat located in Coeur d'Alene, into a one (1) lot, five (5) unit condominium plat. 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.

## DECISION POINT RECOMMENDATION

City Council approval of the final plat document



# COTTAGE GROVE CONDOMINIUMS

LOT 3 AND TRACT P, BLOCK 4, "COTTAGE GROVE SECOND ADDITION"

S.W. 1/4 SEC.26, TWP. 51N., RNG. 4W., B.M., COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT PARAMOUNT ENTERPRISES L.L.C., A MONTANA LIMITED LIABILITY COMPANY, IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE PLATTED AS SHOWN TO BE KNOWN AS "COTTAGE GROVE CONDOMINIUMS," LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 3 AND TRACT P OF BLOCK 4 IN COTTAGE GROVE SECOND ADDITION, ACCORDING TO THE PLAT ON FILE IN BOOK K OF PLATS AT PAGES 456, 456A, 456B AND 456C, RECORDS OF KOOTENAI COUNTY, IDAHO.

WATER AND SANITARY SEWER SERVICE ARE PROVIDED BY THE CITY OF COEUR D'ALENE.

THIS PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATION AND CC&R'S RECORDED UNDER INSTRUMENT \_\_\_\_\_.

  
DENNIS CROWLEY, MEMBER,  
PARAMOUNT ENTERPRISES L.L.C.

## ACKNOWLEDGMENT

STATE OF Idaho  
COUNTY OF Kootenai

ON THIS 9<sup>th</sup> DAY OF April, IN THE YEAR OF 2020, BEFORE ME PERSONALLY APPEARED DENNIS CROWLEY, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF THE PARAMOUNT ENTERPRISES L.L.C., A MONTANA LIMITED LIABILITY COMPANY WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF THE LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF Idaho  
RESIDING AT: Cataldo, Idaho  
MY COMMISSION EXPIRES: February 26, 2024



NOTARY PUBLIC

## PANHANDLE HEALTH DISTRICT 1

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


DATED THIS 8 DAY OF April, 2020.

  
PANHANDLE HEALTH DISTRICT 1

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY LOCATED IN SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY HEREON AND THE MONUMENTS HAVE BEEN PLACED AND ALL LOT AND BLOCK CORNERS PROPERLY SET AND THAT THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.

DATED THIS 7<sup>th</sup> DAY OF April, 2020.

  
MARK W. DUFFNER, PLS 9905



## COUNTY SURVEYOR'S CERTIFICATE

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

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

KOOTENAI COUNTY SURVEYOR



## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2019.

APPROVED THIS 9<sup>th</sup> DAY OF April, 2020.

  
KOOTENAI COUNTY TREASURER

## CITY COUNCIL APPROVAL

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

COEUR D'ALENE CITY CLERK

## CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

COEUR D'ALENE CITY ENGINEER

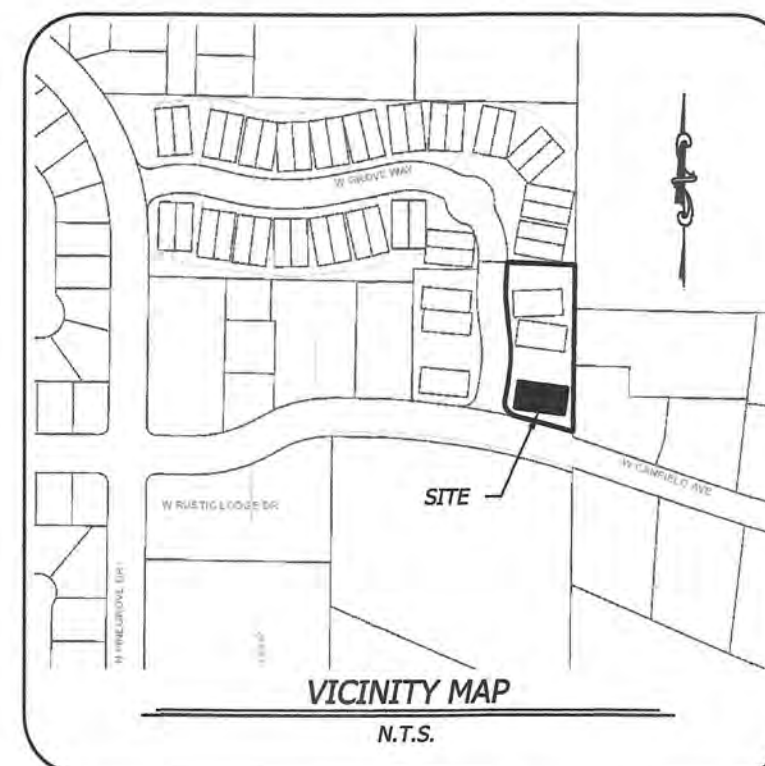
## RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_ M., AT THE REQUEST OF SAWTOOTH LAND SURVEYING, LLC.

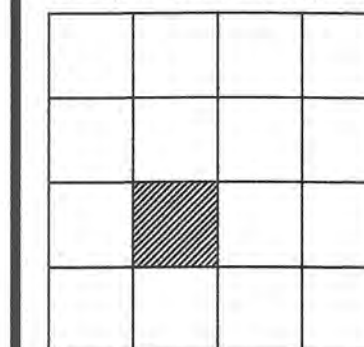
BOOK \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

INSTRUMENT No. \_\_\_\_\_, FEE: \_\_\_\_\_

KOOTENAI COUNTY RECORDER



S.26, T.51N., R.4W., B.M.



560 W. CANFIELD AVE., STE. 200  
COEUR D'ALENE, IDAHO 83815  
(208) 714 - 4544

  
SAWTOOTH  
Land Surveying, LLC  
WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG#:
1 OF 4	4/7/2020	MWD/LEM	MWD	19412	19412-CONDO PLAT PH1



# COTTAGE GROVE CONDOMINIUMS

LOT 3 AND TRACT P, BLOCK 4, "COTTAGE GROVE SECOND ADDITION"

S.W. 1/4 SEC.26, TWP. 51N., RNG. 4W., B.M., COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## BASIS OF BEARING

BASIS OF BEARING IS N 00°43'47" E BETWEEN FOUND MONUMENTS ON THE EAST LINE OF TRACT P OF THE PLAT "COTTAGE GROVE SECOND ADDITION," RECORDED IN BOOK K OF PLATS, PAGE 456, RECORDS OF KOOTENAI COUNTY, IDAHO.

## SURVEY NARRATIVE

THE MONUMENTED LINES DEPICTED HEREON ARE BASED ON THE FOUND AND HELD MONUMENTS DESCRIBED AS SHOWN. UN-MONUMENTED LINES SHOWN HEREON ARE BASED ON CALCULATED POSITIONS AND ARE SHOWN FOR REFERENCE ONLY. CORNER MONUMENTS WERE PLACED AS SHOWN.

THIS SURVEY WAS PERFORMED USING A ONE SECOND ROBOTIC TOTAL STATION AND USING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) EQUIPMENT. THE LINEAR ERROR OF CLOSURE MEETS OR EXCEEDS REQUIREMENTS OF THE STATE OF IDAHO.

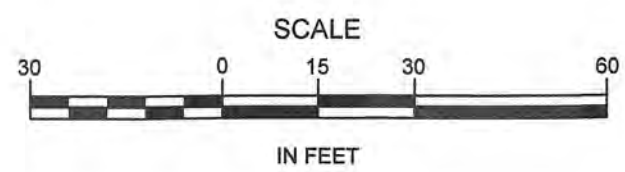
### REFERENCES:

1. THE PLAT OF "COTTAGE GROVE SECOND ADDITION," RECORDED IN BOOK K OF PLATS, PAGE 456, RECORDS OF KOOTENAI COUNTY, IDAHO.



## NOTES

1. THIS PLAT IS SUBJECT TO TERMS AND PROVISIONS IN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND JHM INVESTMENTS, LLC (INSTRUMENT 2182179000, RECORDS OF KOOTENAI COUNTY).
2. THIS PLAT IS SUBJECT TO CC&R'S (INSTRUMENTS 2198710000, 2201901000, 2201902000, 2485700000, RECORDS OF KOOTENAI COUNTY).
3. THIS PLAT IS SUBJECT RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS DEPICTED ON THE PLAT OF "COTTAGE GROVE SECOND ADDITION" (BOOK 'K' OF PLATS, PAGES 456-456C, RECORDS OF KOOTENAI COUNTY, IDAHO).
4. THIS PLAT IS SUBJECT TO A 10' WIDE UTILITIES EASEMENT BENEFITING AVISTA CORPORATION, SITUATED IN TRACT P, SHOWN HEREON, AS WELL AS IN OTHER TRACTS (INSTRUMENT 2427270000, RECORDS OF KOOTENAI COUNTY).



### LEGEND

- ⊙ .... REPLACED FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 5289 (BENT) WITH SET 5/8" x 24" REBAR WITH PLASTIC CAP, PLS 9905
- ⊙ .... FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 5289, UNLESS OTHERWISE NOTED
- ⊞ .... FOUND 5/8" REBAR, WITH 1 1/2" ALUMINUM CAP, PLS 5289
- LCA .... LIMITED COMMON AREA

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	101.41'	1570.00'	3°42'03"	N 83°06'36" W	101.39'
C2	58.89'	1570.00'	2°08'56"	N 80°11'06" W	58.88'
C3	58.89'	1570.00'	2°08'57"	N 78°02'10" W	58.89'
C4	123.45'	1570.00'	4°30'18"	N 74°42'32" W	123.42'
C5	110.72'	300.00'	21°08'48"	N 00°19'07" E	110.10'
C6	95.69'	400.00'	13°42'22"	N 03°24'07" W	95.46'
C7	46.00'	30.00'	87°50'54"	N 54°48'58" E	41.62'
C8	11.11'	270.00'	2°21'27"	N 09°42'48" E	11.11'
C9	88.54'	270.00'	18°47'21"	N 00°51'36" W	88.15'
C10	34.09'	430.00'	4°32'54"	N 07°59'01" W	34.08'
C11	68.77'	430.00'	9°09'47"	N 01°50'50" W	68.70'
C12	46.00'	30.00'	87°51'12"	N 33°02'05" W	41.62'
C13	4.36'	330.00'	0°45'27"	N 10°30'47" E	4.36'
C14	75.39'	330.00'	13°05'24"	N 03°35'22" E	75.23'
C15	42.04'	330.00'	7°17'57"	N 06°36'18" W	42.01'
C16	15.10'	370.00'	2°20'16"	N 09°05'10" W	15.10'
C17	73.41'	370.00'	11°22'06"	N 02°13'59" W	73.29'

S.26, T.51N., R.4W., B.M.

560 W. CANFIELD AVE., STE. 200  
COEUR D'ALENE, IDAHO 83815  
(208) 714 - 4544

WWW.SAWTOOTHLS.COM

SHEET: 2 OF 4    DATE: 4/7/2020    DRAWN BY: MWD/LEM    CHECKED BY: MWD    JOB#: 19412    DWG#: 19412-CONDO PLAT PH1

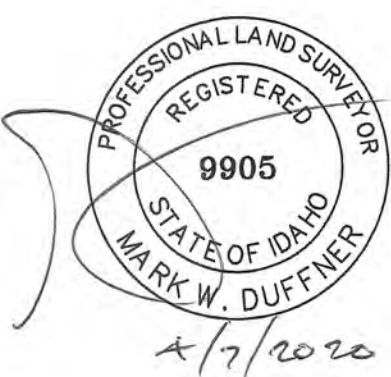
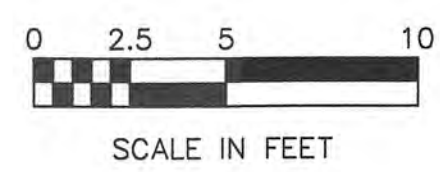


# COTTAGE GROVE CONDOMINIUMS

LOT 3 AND TRACT P, BLOCK 4, "COTTAGE GROVE SECOND ADDITION"  
S.W. 1/4 SEC.26, TWP. 51N., RNG. 4W., B.M., COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

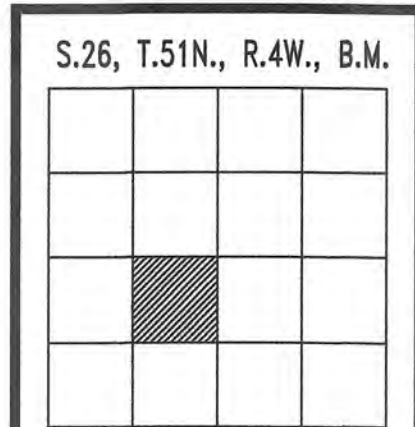


FIRST FLOOR



### NOTES

1. FINISHED FLOOR ELEVATION: 2203.95' (NAVD 88)
2. CEILING HEIGHT: 9'
3. THE CONSTRUCTION PLANS FOR "COTTAGE GROVE CONDOMINIUMS" WERE PROVIDED BY MOMENTUM ARCHITECTURE AND RELIED UPON FOR THE INTERIOR DIMENSIONS SHOWN HEREON. THE PLANS PROVIDED WERE DATED 01-29-19.
4. AREA CALCULATIONS DO NOT INCLUDE EXTERIOR WALLS.
5. LCA = LIMITED COMMON AREA.



560 W. CANFIELD AVE., STE. 200  
COEUR D'ALENE, IDAHO 83815  
(208) 714 - 4544

WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG#:
3 OF 4	4/7/2020	MWD/LEM	MWD	19412	19412-CONDO PLAT PH1

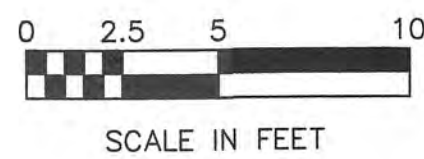


# COTTAGE GROVE CONDOMINIUMS

LOT 3 AND TRACT P, BLOCK 4, "COTTAGE GROVE SECOND ADDITION"  
S.W. 1/4 SEC.26, TWP. 51N., RNG. 4W., B.M., COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

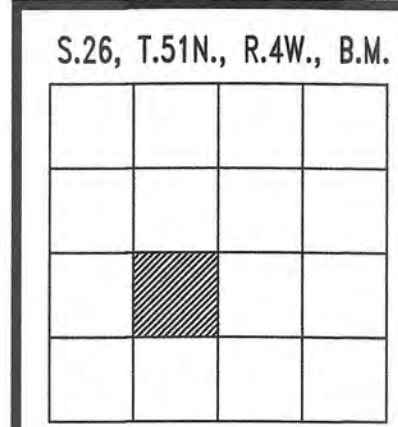


SECOND FLOOR



### NOTES

1. FINISHED FLOOR ELEVATION: 2213.95' (NAVD 88)
2. CEILING HEIGHT: 9'
3. THE CONSTRUCTION PLANS FOR "COTTAGE GROVE CONDOMINIUMS" WERE PROVIDED BY MOMENTUM ARCHITECTURE AND RELIED UPON FOR THE INTERIOR DIMENSIONS SHOWN HEREON. THE PLANS PROVIDED WERE DATED 01-29-19.
4. AREA CALCULATIONS DO NOT INCLUDE EXTERIOR WALLS.



560 W. CANFIELD AVE., STE. 200  
COEUR D'ALENE, IDAHO 83815  
(208) 714 - 4544

WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG#:
4 OF 4	4/7/2020	MWD/LEM	MWD	19412	19412-CONDO PLAT PH1

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 04/14/2020  
Department Name / Employee Name / Date

Request made by: Mark and Karin Bowlin  
Name / Phone  
10400 N. Lakeview Dr, Hayden Lake, ID 83835  
Address

The request is for: / / Repurchase of Lot(s)  
 / Transfer of Lot(s) from Warren Phillips to Mark and Karin Bowlin

Niche(s): \_\_\_\_\_  
Lot(s): 08 09, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 6 Section: N

Lot(s) are located in / / Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_

\*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40 ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 01984504

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

\_\_\_\_\_  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No

2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Warren Phillips

3. The purchase price of the Lot(s) when sold to the owner of record was \$ \_\_\_\_\_ per lot.

MB 4/14/2020  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

\_\_\_\_\_  
City Clerk's Signature Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.

RESOLUTION NO. 20-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING FIVE POLICE DEPARTMENT VEHICLES AS SURPLUS AND AUTHORIZING THE SALE OF THE VEHICLES AT AUCTION.

WHEREAS, the Police Department recommends that the Mayor and City Council of the City of Coeur d'Alene declare as surplus five Police Department vehicles and that the vehicles be sold at auction.

WHEREAS, the vehicles are not suitable for continued use by the Police Department, are obsolete, or are no longer needed by the City; and

WHEREAS, the Police Department desires to dispose of the following vehicles:

- P930 – 2003 Chevrolet Impala - 2G1WF55K039314797 – 113,139 miles
- P1078 – 2006 Chevrolet Impala - 2G1WS551169253158 – 129,271 miles
- 195 – 1999 Ford F150 Pickup - 2FTZF1723XCA55225 – 113,492 miles
- K543622 – 2001 Isuzu Rodeo – 4S2DM58W514354090 – 117,510 miles

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the vehicles listed above should be declared as surplus and offered for sale at auction; and

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

DATED this 21<sup>st</sup> day of April, 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 \_\_\_\_\_.

General Services Committee  
STAFF REPORT

DATE: 04/13/2020  
FROM: Steve Moran, Police Fleet Manager  
SUBJECT: Surplus of Police Vehicles

---

**Decision Point:**

The Police Department requests authorization to surplus four department vehicles and sell it at auction.

**History:**

P930 – This Chevrolet Impala was purchased new in March of 2003 and assigned to Patrol until Aug. 2015. It has served as an administrative vehicle until today at 113,000 miles.

P1078 - This Chevrolet Impala was purchased new in Feb. of 2006 and assigned to Patrol. In Sept. of 2015, this vehicle was reassigned to administrative duties. In May of 2016, it was moved to Code Enforcement and finally back to Administrative duties in June of 2018 when the transmission became problematic. Currently, there are 126,000 miles on this vehicle and the exterior paint is falling off parts of the car.

195 – This Ford Pickup was purchased new for the Water Department in 2000. In July of 2012, it was reassigned to the Police Department for use as an Animal Control vehicle. In May of 2014 it was assigned as a Police Support vehicle to haul materials and tow radar and other department trailers. At 113,000 miles, and being rear wheel drive only, it is suffering repeated issues with the Antilock Brake System that make this vehicle unreliable for the department.

K543622 – This Isuzu Rodeo was purchased used from Tom Addis Dodge in 2004 by the Kootenai County Joint Agency Drug Task Force. It has been used by the Police Department in a drug enforcement capacity since that time. It currently has 117,510 miles registering on the odometer. This vehicle is severely worn and is currently leaking engine coolant from several areas on the engine that would require major effort and cost to repair. Since this vehicle was purchased with funds from the asset forfeiture account, the funds from the auction of this vehicle must return to the asset forfeiture account.

**Financial Analysis:**

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

Proceeds from the sale of vehicles P930-P1078 & 195 will be returned to the General Fund. Proceeds from the sale of vehicle K543622 will be returned to the NIVCTF account.

**Decision Point:**

Staff recommends the City Council authorize the declaration of three vehicles assigned to the Police Department as surplus and sold at auction.

**Vehicle Surplus List:**

P930 – 2003 Chevrolet Impala - 2G1WF55K039314797 - 113,139 miles  
P1078 – 2006 Chevrolet Impala - 2G1WS551169253158 – 129,271 miles  
195 – 1999 Ford F150 Pick up - 2FTZF1723XCA55225 – 113,492 miles  
K543622 – 2001 Isuzu Rodeo – 4S2DM58W514354090 – 117,510 miles

OTHER BUSINESS

## STAFF REPORT

**Date:** April 21, 2020  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Atlas Mill Park (*Council Action Required*)

---

### DECISION POINT:

Should Council approve the use of project savings and contingency funds to construct several key park elements at the Atlas Mill Park?

### HISTORY:

The project overall is moving along very, well, but as you can expect, we did encounter some unforeseen conditions that were related to sub-soil structure, shoreline stabilization, and infrastructure modifications.

### FINANCIAL ANALYSIS:

We have \$280,000 in contingency funding that could be used for the following:

- a) Unforeseen soil condition \$158,950
  - b) Code requirements for drywells stair nosing and added stairs \$34,400
  - c) Additional rockery wall \$59,860
- This would leave us \$26,970 in our contingency.

The project cost savings are from utilizing on-site soils for the rock wall foundation, rock backfill, and topsoil. Borrowed soils reduced the import cost. We also changed the building siding and changed the parks storage building to a conventional frame building for a savings.

- a) On -site borrow \$150,000
- b) On- site soil screening \$136,000
- c) Parks storage framing and sliding \$35,000 for a total \$321,000 in savings.

Proposed use of saving:

- a) Irrigation pump and purple pipe \$162,000
- b) Enclosures for port-potty \$15,000
- c) ADA Kayak chute decking and signage \$7,500
- d) Stain restroom and food truck walls \$6,000
- e) Sand, turf and landscaping to the beach \$75,000
- f) Swimming area log boom \$40,000

The total cost for these items is \$305,500.



This will leave us \$15,500 in saving.

### PERFORMANCE ANALYSIS:

We are still under budget with adding these park enhancements through some very creative and innovative ideas with \$42,470 remaining in the budget. One item to note are possible delays of some materials due to the Covid -19.



**DECISION POINT / RECOMMENDATION:** Council should approve the use of project savings and contingency funds to construct several key park elements and allow the remaining \$15,500 from the savings to be used for potential enhancements should they arise.







# Atlas Mill Waterfront Project City of Coeur d'Alene Update

April 21, 2020




Atlas Waterfront Park

1



## Presentation Agenda

- Project Update – Phil Boyd
- LaRiviere Contract Transfer Request – Mike Gridley
- Contingency Funding and Project Savings Request – Bill Greenwood



Atlas Waterfront Park

2



3

## Project Progress

- Recently Completed
  - Water Access Seat Steps
  - Sewer, Storm and Water Lines
- Ongoing and Upcoming Work
  - Buildings
  - Irrigation System and Riparian Landscaping
  - Riverstone to Atlas Connecting Trails
  - Landscaping retaining walls
  - Concrete flatwork
  - Suzanne Road

HEARTLAND

Atlas Waterfront Park

4





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13



14





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16





# LaRiviere Contract Transfer



- City is contracted with LaRiviere for the waterfront park
- ignite CDA is requesting the City transfer the City contract to ignite CDA for future phases development infrastructure



HEARTLAND

Atlas Waterfront Park

17



18



## LaRiviere Contract Transfer



- If the City transfers the LaRiviere contract to ignite the transfer:
  - Eliminates mobilization costs
  - Expedites infrastructure construction start
  - Achieves a more cost-effective project and better land sale cash returns to ignite CDA and the City
  - The park project will be completed as planned under the direction of Bill Greenwood. No additions or deletions to the project would occur without City approval.



HEARTLAND

Atlas Waterfront Park

19



## Contingency Funding and Project Savings Request



### Background

- Project encountered unforeseen conditions that increased costs.
- Project team got creative and developed project savings.

### Request



1. Can the City use the Contingency Fund ignite originally budgeted for the project (\$280,000) for the unforeseen costs?
2. Can the City use the project savings to for additional park features?



HEARTLAND

Atlas Waterfront Park



20

		
<h2 style="margin: 0;">Unforeseen Conditions Details</h2>		
<p>1. Unforeseen soil conditions (deep topsoil at the beach, unsuitable soils under the trails, water access stair bulkheads and parking lots. See CO #2 for details)</p> <p>2. City Code "Triggered" items (Food truck area water service, additional drywells, colored stair nosings, added amphitheater stairs) after negotiations, before permit.</p> <p>3. Additional rockery wall tonnage (estimated the original tonnage, but project ended up using a higher tonnage)</p>	<p>\$158,950</p> <p>\$ 34,400</p> <p>\$ 59,860</p>	
<b>Total</b>		<b>\$253,310.00</b>
Contingency Fund		\$280,000.00
Contingency Fund Balance		\$26,970.00

### HEARTLAND

Atlas Waterfront Park

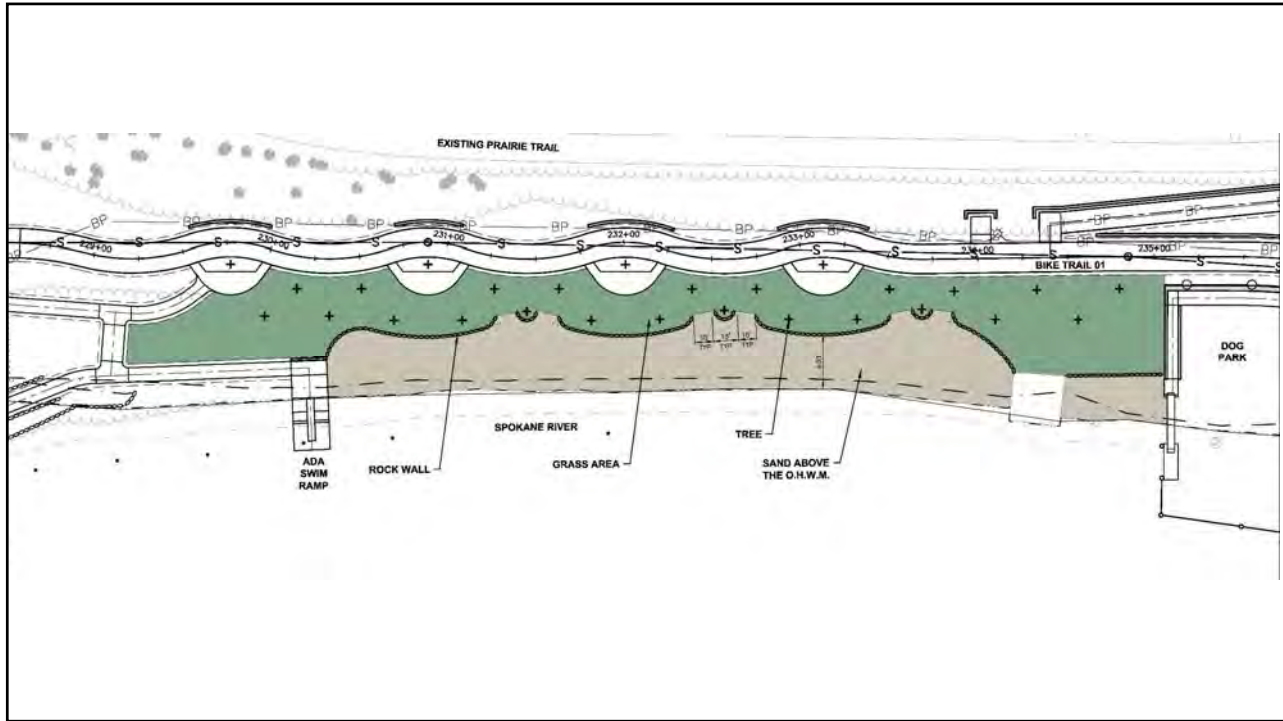
21

		
<h2 style="margin: 0;">Cost Savings Details</h2>		
<p><u>Summary of Savings and Proposed Additions</u></p>		
<p>Savings</p>		
On-site soil borrow	\$150,000	
On-site soil screening reuse	\$136,000	
Parks storage building metal siding/roofing change	\$ 15,000	
Parks storage building conventional framing	\$ 20,000	
<b>TOTAL</b>	<b>\$321,000</b>	
<p>Proposed Uses of Project Savings</p>		
Irrigation Pump Station	\$150,000	
Purple irrigation pipe (required for surface water)	\$ 12,000	
Misc. Project enhancements (porta potties, etc.)	\$ 15,000	
ADA Kayak chute decking, ADA signage	\$ 7,500	
Staining the Restroom and Food Truck Wall	\$ 6,000	
Adding sand/grass/landscaping to the beach	\$ 75,000	
Add swimming area log boom	\$ 40,000	
<b>TOTAL</b>	<b>\$305,500</b>	
<b>Balance of Savings</b>	<b>\$ 15,500</b>	

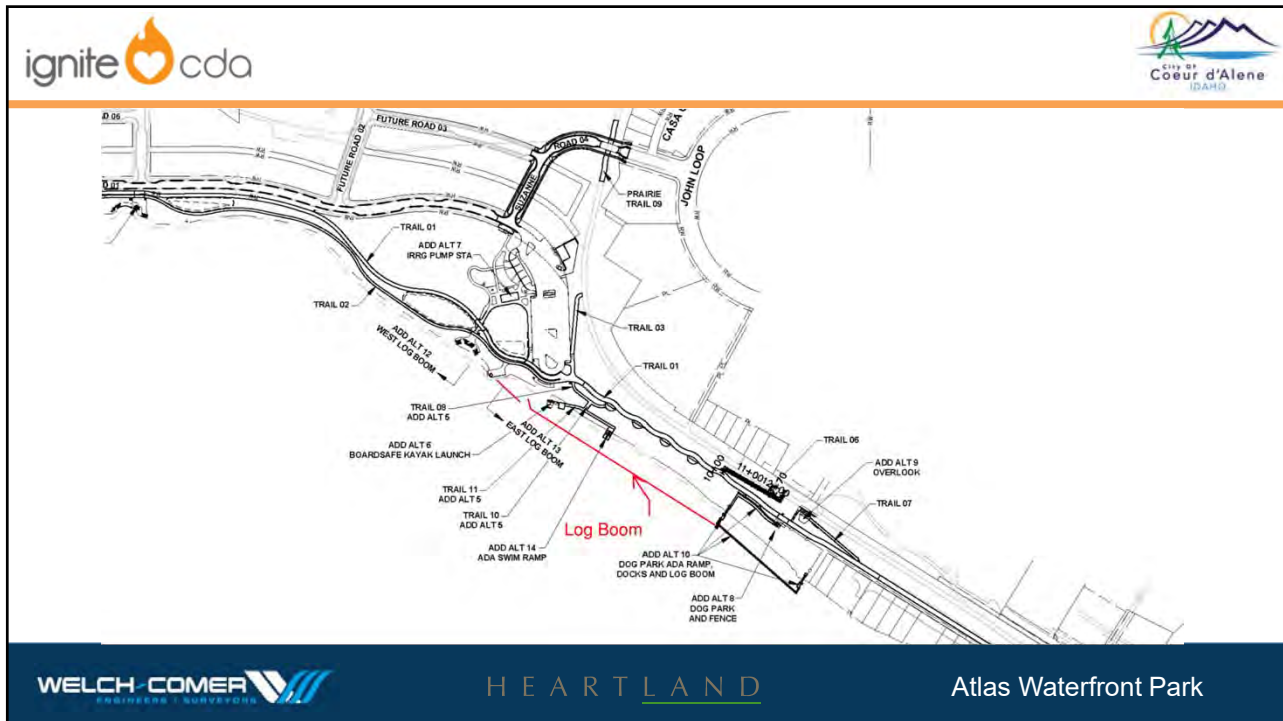
### HEARTLAND

Atlas Waterfront Park

22



23



24





Thank you



HEARTLAND

Atlas Waterfront Park

RESOLUTION NO. 20-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ASSIGNMENT OF A CITY OF COEUR D'ALENE CONTRACT WITH LARIVIERE, INC., TO THE COEUR D'ALENE URBAN RENEWAL AGENCY, DBA IGNITE CDA.

WHEREAS, the City of Coeur d'Alene has a contract with LaRiviere, Inc., for the construction of the public Atlas Waterfront park (the "Work"); and

WHEREAS, the Coeur d'Alene Urban Renewal Agency, dba ignite cda, ("ignite") has provided funding to pay for the Work pursuant to the Agreement for Financing of Improvements Atlas Waterfront Project; and

WHEREAS, the ignite has asked the City of Coeur d'Alene to assign its contract with LaRiviere, Inc., to ignite so that ignite can undertake additional work at the former Atlas Mill site that was not included in the original contract; and

WHEREAS, all Work currently included in the contract will continue, as will the inspection and approval of the Work by the City of Coeur d'Alene; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to assign its contract with LaRiviere, Inc., for the Atlas Waterfront park to the ignite;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City assign its contract with LaRiviere, Inc., for the Atlas Waterfront park to ignite and the Mayor, City Administrator, and City Attorney are hereby authorized to negotiate the terms of the assignment with ignite in the best interests of the City.

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

DATED this 21<sup>st</sup> day of April, 2020.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 21, 2020  
**FROM:** Terry W. Pickel, Water Department Director  
**SUBJECT:** Award of Phase II Engineering Services Contract for Northwest Water System Improvements

=====

**DECISION POINT:** Staff requests that Mayor and Council authorize approval of an engineering consultant contract with Welch Comer and Associates for engineering and construction consultant services for Phase II of the design and construction new northwest water system improvements to enhance production to the General Zone.

**HISTORY:** The 2012 Water Comprehensive Plan Update identified the needs for additional water sources as the City continues to grow. As part of the process, possible new well locations were identified with dedicated transmission mains which would need to be constructed. The plan also set a basic timeline when these planned improvements were expected to take place. The next well was originally scheduled for construction in 2022. However recent warmer than anticipated summers and increased growth have necessitated acceleration of that schedule. The new Huetter Well has been drilled and tested and is now ready for construction. One of the challenges, due to its location, is how to get the water to the system where it is needed. Water Department staff solicited proposals for engineering services and selected Welch Comer as the preferred consultant. The first phase of the project was to run the model to determine the best route to move the water from the new well to the General Zone where it was intended to be used. That work was recently completed. An alternative concept was developed where the Huetter Well will supply the High Zone and Atlas Well will be converted to supply the General Zone. The consultant has developed the next scope of work and relevant contract for design and construction services with this project in mind.

**FINANCIAL ANALYSIS:** Welch Comer has submitted a proposal for completion of Phase II of the project for \$565,800.00. The proposal for Phase II includes: Design and construction management for the installation of approximately 13,700 lineal feet of 18” and 24” transmission mains. The first leg will consist of 3,500 lf of 18” transmission main along the Prairie Trail from Huetter Well to the Industrial Standpipe. The second leg will be for 4,600 lf of 18” and 24” transmission main in Atlas Road from Atlas Well to and under I90 to the Centennial Trail. The third leg will be for 5,600 lf of 24” transmission main along the Centennial Trail from Atlas Road to Northwest Blvd. The engineers cost estimate for construction is approximately \$3,400,000.00 not including engineering. The current FY 2020 budget line item is \$2,900,000.00. Staff anticipates, with approval of this contract, to get design and bid services done this fiscal year and possibly bid for a portion of the project before end of fiscal year. Approximately \$263,000.00 of the consultant fees and potentially \$510,000.00 in construction costs could be expended from this fiscal year budget. The 2021 FY budget will reflect the balance of the anticipated construction and consultant costs.

**PERFORMANCE ANALYSIS:** The original scope of the project was to design and construct a new transmission main along Huetter Road. The first phase included modeling which indicated this was not the best approach and that it was feasible to direct the Huetter Well to the High Zone via the Prairie Trail to Industrial Standpipe and alternatively redirect Atlas Well to the General Zone. The route down Huetter Road, while less of an impact for construction, would have supplied too much pressure to the Mill River area and would not be able to efficiently move water to the southern end of the City as needed. The Atlas Road route will be more difficult to construct but will reduce the pressure impact on Mill River and will better serve the majority of the General Zone. Atlas Well will then be redesigned to serve either zone as needed.

**DECISION POINT/RECOMMENDATION:** Staff requests Mayor and Council approval of an engineering consultant contract with Welch Comer and Associates for engineering and construction consultant services not to exceed \$565,800.00 for Phase II of the design and construction of new northwest water system improvements.






1

**Northwest Water System  
Improvements**

**CDA Water Department  
With  
Welch Comer and Associates**

A small version of the City of Coeur d'Alene logo is located in the bottom right corner of the slide. It includes the stylized tree, mountains, and sun graphic, along with the text "City of Coeur d'Alene IDAHO".

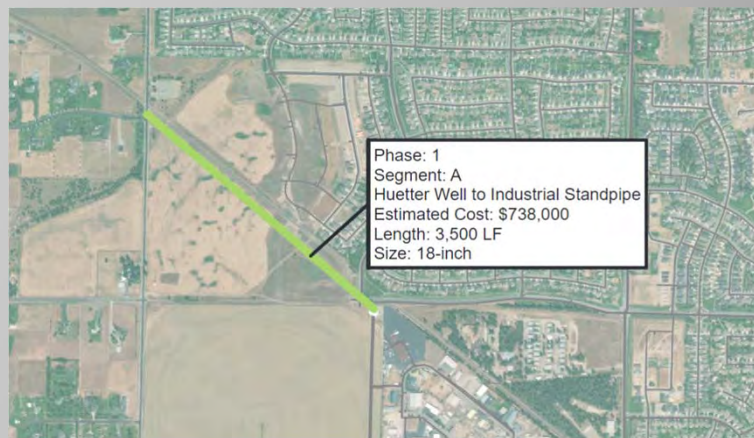
2

## Northwest Water System Improvements



3

## Northwest Water System Improvements



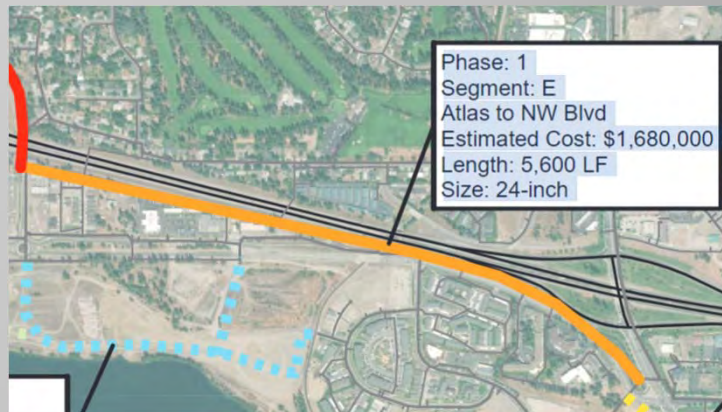
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## Northwest Water System Improvements



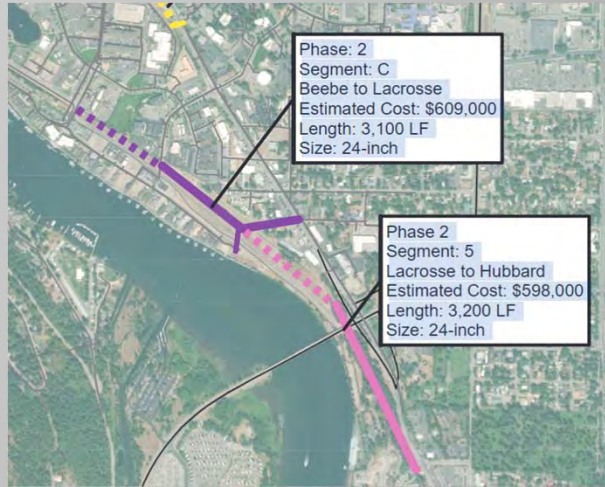
5

## Northwest Water System Improvements



6

## Northwest Water System Improvements



7

## Northwest Water System Improvements

	Subtotal =	\$ 2,924,500.00
	15% Contingency =	\$439,000.00
	<b>Total Estimated Construction =</b>	<b>\$3,363,500.00</b>
<b>ENGINEERING</b>		
	Topographic Survey/Flow	\$37,600.00
	Design Phase Services	\$168,900.00
	Permitting/Agency Coordination	\$30,000.00
	Prequalification Bid Phase	\$9,800.00
	Bidding Phase Services	\$13,100.00
	Construction Phase Services	\$135,500.00
	Construction Staking	\$15,900.00
	Resident Project Representative	\$147,700.00
	Post Construction Phase	\$4,000.00
	<b>ESTIMATED TOTAL PROJECT COST</b>	<b>\$3,926,000.00</b>

Welch, Comer & Associates, Inc.  
\\s0223f\proj\081941\43214-210-1-024-Transmission Main\Financial\Engineer\Estimate\20200313 Phase 2 Transmission Estimate

3/16/2020



8

# Northwest Water System Improvements

CITY OF CDA - SEGMENT C: BEEBE TO LACROSSE TRANSMISSION					
ENGINEER'S OPINION OF PRELIMINARY PROJECT COSTS					
Prepared By:	Derek Huff	Date:	March 13, 2020		
Project Manager:	Necsa Masari	Date:			
Item No.	Description	Unit	Quantity	Unit Price	Total
<b>City Contribution to Developer</b>					
	8-inch to 24-inch Pipe Upsize	LF	1125	\$85.00	\$95,600.00
<b>City Improvement</b>					
	Mobilization	LS	1	\$17,000.00	\$17,000.00
	Site Control	LS	1	\$5,000.00	\$5,000.00
	Traffic Control	LS	1	\$5,000.00	\$5,000.00
	New 24-inch Transmission	LF	1975	\$135.00	\$266,600.00
	24-inch Butterfly Valve	EA	4	\$10,000.00	\$40,000.00
	Hydrant Assembly	EA	1	\$8,000.00	\$8,000.00
	12-inch Tie-in	EA	2	\$5,000.00	\$10,000.00
	Pavement Removal	SY	300	\$7.00	\$2,100.00
	HMA Asphalt Restoration (6")	SY	300	\$60.00	\$18,000.00
	Hydroseed	SY	1600	\$1.50	\$2,400.00
				\$0.00	\$0.00
				Subtotal =	\$ 470,600.00
				15% Contingency =	\$71,000.00
				<b>Total Estimated Construction =</b>	<b>\$541,600.00</b>
<b>ENGINEERING (City Portion Only)</b>					
	Design Phase Services				\$18,200.00
	Bidding Phase Services				\$8,000.00
	Construction Phase Services				\$41,300.00
<b>ESTIMATED TOTAL PROJECT COST</b>					
					<b>\$609,100.00</b>
<b>Assumptions:</b>					
Butterfly valve at each Tie-in and every 2000 LF					
Developer responsible for tie-in at Beebe and Lakewood Dr.					
City only funds upsize of materials from Beebe to Lakewood					
HMA Asphalt restoration only required for demolition of existing asphalt required to tie-in to NW Blvd 12"					



# Northwest Water System Improvements

## Thank you!





City of Coeur d'Alene Water Department  
Huetter Well/Atlas Well Transmission Improvements  
Engineer's Opinion of Probable Costs Summary Sheet (Update 03/16/2020)

Phase/Upsize	Segment and Name	Size/Length	Opinion of Probable Project Cost	Notes:
<b>Phase 1</b>	A: Huetter	18" / 3,500 feet	\$736,900	
	B: Atlas	24" / 4,600 feet	\$1,514,200	
	E: Centennial Trail North	24" / 5,600 feet	\$1,678,200	
	<b>Phase 1 Total</b>		<b>\$3,929,300</b>	Supports ~3,600 gpm of flow from Atlas Well 1 during Projected Peak Day
<b>Phase 2</b>	C: Beebe to Lacrosse	24" / 1,975 feet	\$609,000	Opinion of Cost includes 1,125 ft of development upsize for the Lacrosse Development
	D: Lacrosse to Hubbard	24" / 1,950 feet	\$598,000	Opinion of Cost includes 1,250 ft of development upsize for the Lacrosse Development
	<b>Phase 2 Total</b>		<b>\$1,207,000</b>	
<b>Development Upsize(s) <sup>1</sup></b>	F: Atlas Mill Site Upsize	8" to 12" / 3,500 feet	\$64,000	
	J: Mill River to Atlas Mill Upsize	8" to 12" / 1,650 feet	\$31,000	
	I: Development at Intersection of Seltice and NW Blvd <sup>2</sup>	8" to 12" / 875 feet	\$58,000	
	<b>Upsize Total</b>		<b>\$153,000</b>	
<b>Transmission Improvement Total</b>			<b>\$5,289,300</b>	Supports ~7,700 gpm of flow from Atlas Wells 1+2 (During Projected Peak Day)

Note:

1. Unless otherwise noted, the "Upsize" Opinion of Cost is based on the estimated cost difference in material (pipe and valves) between 8" and the stated upsize.
2. Upsize estimate for segment I: Development at Intersection of Seltice and NW Blvd includes City funded crossing of NW Blvd.

RESOLUTION NO. 20-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH-COMER ENGINEERS FOR PHASE II ENGINEERING SERVICES FOR THE NORTHWEST WATER SYSTEM IMPROVEMENTS.

WHEREAS, the Water Department Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Welch-Comer Engineers for Phase II Engineering Services for the Northwest Water System Improvements pursuant to the terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement for Phase II Engineering Services for the Northwest Water System Improvements with Welch-Comer Engineers, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 21<sup>st</sup> day of April, 2020.

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

ATTEST:

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

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

ROLL CALL:

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

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

# Amendment 1

## Exhibit A

### Scope of Work

#### 1. Specific Project Data

- 1.1. SUPPLEMENT: This work is a supplement to the Huetter Well Transmission Main Improvements dated October 3<sup>rd</sup>, 2019.
- 1.2. TITLE: Huetter Well Transmission Main Design, Bid and Construction Phase Services
- 1.3. DESCRIPTION: City of Coeur d'Alene Water Department (City) wishes to construct transmission infrastructure identified as "Phase 1" within the preliminary engineering report completed for the above referenced project. The Phase 1 Transmission Infrastructure is generally described as follows:
  - A. Huetter Well to Industrial Standpipe: Approximately 3,500 feet of 18-inch water main to connect the new Huetter Well to the existing distribution system near the Industrial Standpipe.
  - B. Atlas Road (Atlas Well to I90): Approximately 4,600 feet of 18 and/or 24-inch water main to connect Atlas Well to the General Pressure Zone in the vicinity of the southern boundary of the I-90 right of way.
  - C. Centennial Trail (Atlas to NW Blvd): Approximately 5,600 feet of 24-inch water main along the Centennial Trail between Atlas Road and NW Blvd to support the connection of Atlas Well to the General Pressure Zone.

#### 2. Services of ENGINEER:

- 2.1. Topographic, Right of Way and Monument Survey:
  - A. Call in utility locates.
  - B. Conduct a topographic survey of the project corridor, which will include tying utilities located through One-Call.
  - C. Conduct records research at the County in search of Plats, Records of Survey Road Plans, and Land Corner Records throughout the project area.
  - D. Pertinent maps will be drafted for use in monument search during field surveys.
  - E. Using a combination of field ties and record data, we will determine the right of way to a level suitable for design.
  - F. Process field data and prepare right of way and topographic base map for use in engineering design and planning.
- 2.2. Design Phase Services:
  - A. Using the topographic survey, prepare preliminary horizontal alignment for the project as described above. Identify critical locations along the alignment that may require potholing to further confirm utility location(s).
  - B. Review alignment and suggested pothole locations with City. If potholing is authorized, it will be completed as part of the Permitting and Agency Coordination Phase. Refer to Section 2.3 below.
  - C. Based on input from City, finalize horizontal and vertical alignments.



- D. Prepare bid documents/specifications.
- E. Review bid documents/specifications internally (Quality Assurance/Quality Control).
- F. Prepare opinion of construction cost.
- G. Submit bid documents/specifications to City for review along with opinion of construction cost.
- H. Finalize bid documents/specifications considering comments provided by City.
- I. Submit bid documents/specifications to City Engineer for QLPE review/approval.

2.3. Permitting and Agency Coordination:

- A. If authorized by City, coordinate and document pothole locations. (It is assumed that the Equipment and Operator required to complete potholing will be supplied by/or paid directly by Owner.)
- B. Coordinate with the Idaho Transportation Department and complete encroachment permitting for portions of the Transmission Main to be located within rights of way owned by the State of Idaho.
- C. Coordinate with the Centennial Trail Foundation for approvals (as appropriate) for portions of the Transmission Main that will impact or be located within the Centennial Trail, including trail restoration requirements.
- D. Coordinate with the appropriate City of Coeur d'Alene Departments for portions of the Transmission Main to be located within rights of way owned by City and/or portions of the Transmission Main that will impact City facilities.
- E. Communicate with non-City utilities that may be impacted by the Transmission Main.
- F. Construction Stormwater General Permit:
  - 1. Coordinate coverage under the Construction Stormwater General Permit for the project, as required. Prepare Stormwater Pollution Prevention Plan and incorporate requirements into bidding documents.

2.4. Prequalification Bidding Phase:

- A. Engineer will work with City staff to develop and implement a prequalification procedure. In order to ensure that only qualified Contractors are able to bid on the project, prospective bidders will have to provide information that may include experience with similar projects, references, number of employees that would be allocated to the project, and a list of equipment that would be available to be allocated to the project.
- B. Contractors deemed qualified by Engineer and City will be added to the prequalified list and allowed to bid on the project.

2.5. Bidding Phase: After acceptance by City of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by City to proceed, Engineer and City shall complete the following for bidders deemed qualified in the Prequalification Bid Phase:

- A. City will advertise and obtain bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the bidding documents.

- B. Engineer will prepare addenda as appropriate to clarify, correct, or change the bidding documents, City will issue addenda and maintain a record.
  - C. Engineer will provide information or assistance needed by City in the course of any negotiations with prospective contractors.
  - D. Engineer will consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  - E. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
  - F. Engineer will attend the Bid opening, prepare Bid tabulation sheets, and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
  - G. City will electronically distribute bid documents and maintain a record of distributed documents.
  - H. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
  - I. The bidding scope of work is based on bidding up to two prime contracts.
- 2.6. Construction Phase Services (CPS): Upon successful completion of the project Bidding Phase and written authorization from City, Engineer shall assist the CITY and perform the following Construction Phase Services:
- A. General Administration of Construction Contract: Consult with City and act as City's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. This scope of services is based on a 36-week construction period.
  - B. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  - C. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  - D. Baselines and Benchmarks: As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  - E. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  - F. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from

the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

- G. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to City, as appropriate, and prepare Change Orders and Work Change Directives as required.
- H. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- I. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- J. Inspections and Tests: Require such special inspections or tests of Contractor's Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations of the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests. Special/Independent inspections required by the building permit shall be provided by Construction Contractor.
- K. Disagreements between City and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by City or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- L. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the 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, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment



appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress 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 Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
- M. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of City, Engineer considers the Work substantially complete, Engineer shall deliver a Certificate of Substantial Completion to City and Contractor.
- N. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- O. Construction As-Builts: Prepare as-built drawings for submittal to the City and the State of Idaho Department of Environmental Quality.

#### 2.7. Construction Staking:

- A. Horizontal Control Points: Set primary horizontal control points as required for use by the Engineer only. Temporary horizontal control points will be established in the work zone as required by the Engineer.
- B. Offsets for Water Mains and Appurtenances: Set a hub and lath reference point at tie in points, approximately 100 feet on tangents, valves, angle points, and hydrants at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe. The station and offset distance will be written to the nearest one-tenth of a foot.
- C. Sawcuts: The sawcut stakes will be PK nails and paint markings at the actual locations. All the sawcut staking will be provided in one trip and it will be the Contractors responsibility to maintain it until they are ready to complete the demo.

#### 2.8. Resident Project Representative (RPR):

- A. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress (one full-time RPR is included in this project scope for a 26-week construction period):
1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified Design Professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.
  2. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified Design Professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

#### 2.9. Post Construction Phase Services:

- A. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- B. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- C. The Post-Construction Phase services may commence during the Construction Phase and will terminate twelve months after the commencement of the Construction Contract's correction period.

**3. Assumptions:**

- A. Design for the “Huetter Well to Industrial Standpipe” segment will include evaluation and design of an altitude or other control valve for the Industrial Standpipe to prevent potential overflow of the Standpipe during operation of the Huetter Well.
- B. Permit and application fees will be paid directly by City.
- C. Operator/Equipment for potholing (if authorized) will be provided by or paid for by the City.
- D. An “Additional” bid phase service is provided within this scope. The City may choose to authorize a separate, early, bid phase for a portion of this project based on prospective bidders’ availability and the City’s available budget.
- E. Anticipated construction contract period will be 36 weeks. 10 weeks of this contract period is anticipated to be material submittals/order/delivery and will not require on-site observation.
- F. Survey Monuments: Existing survey monuments will be identified within the plans. Monuments identified as "City to replace" will be replaced at the expense of the City. All other monuments are intended to be preserved and if destroyed the replacement of said monuments is the responsibility of the Contractor. Ref (IC 55-1613). If monuments are replaced by the Contractor, the Engineer and the City will be notified by the Contractor upon re-establishment of the monuments. Prepare and record a Record of Survey Document at the courthouse documenting the monument replacement. Costs related to this Work are excluded from this scope.
- G. Design Drawings will be submitted to the City’s Engineer for approval (Qualified Licensed Professional Engineer-QLPE), in lieu of submittal to the Idaho Department of Environmental Quality.
- H. City standard details will be utilized to the greatest extent possible.
- I. All documents will be provided to Contractors electronically.

**4. Payments to ENGINEER for Services**

4.1. CITY shall pay ENGINEER as follows:

Phase	Fee Amount	Method of Payment
Topographic Survey	\$ 37,600	Lump Sum
Design Phase Services	\$168,900	Lump Sum
Permitting/Agency Coordination	\$ 30,000	Hourly
Prequalification Bid Phase Services	\$ 9,800	Lump Sum
Additional Bid Phase Service (Optional)	\$ 3,300	Lump Sum
Bid Phase Services	\$ 13,100	Lump Sum
Construction Phase Services	\$135,500	Lump Sum
Construction Staking	\$ 15,900	Hourly
Resident Project Representative	\$147,700	Hourly
Post Construction Phase	\$ 4,000	Hourly
<b>Total</b>	<b>\$565,800</b>	

- A. LUMP SUM: Includes appropriate amounts to account for labor, overhead, profit, Reimbursable Expenses, and Subconsultant charges. The portion of the Lump Sum amount billed for ENGINEER’s services will be based upon ENGINEER’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- B. HOURLY: An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer’s consultants’ charges, if any.



**5. Approval and Acceptance**

5.1. Approval and Acceptance of this Task Order shall incorporate this document as part of the Agreement. ENGINEER is authorized to begin performance upon its receipt of a copy of this Task Order signed by CITY.

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

**ENGINEER**  
WELCH COMER & ASSOCIATES, INC.

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

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name/Title: Steven B. Cordes, P.E./Vice President

Date: 2/17/20

PM Approval: \_\_\_\_\_

## Standard Hourly Rates Schedule

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### A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually (approx. November of each year) to reflect equitable changes in the compensation payable to Engineer per Exhibit C.
2. The Standard Hourly Rates apply only as specified in Article C2.

### B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$225.00/hour
Expert Witness	250.00/hour
Principal Engineer II	185.00/hour
Principal Engineer I	175.00/hour
Principal Engineer	160.00/hour
Project Development Engineer	165.00/hour
Sr. Project Manager	150.00/hour
Project Manager	145.00/hour
Engineer V	140.00/hour
Engineer IV	128.00/hour
Engineer, PhD	275.00/hour
Engineer III	123.00/hour
Engineer II	118.00/hour
Engineer I	105.00/hour
Engineering Assistant	60.00/hour
Sr. Engineer Tech II	97.00/hour
Sr. Engineer Tech I	92.00/hour
Engineering Technician	82.00/hour
Environmental Scientist	85.00/hour
Survey Manager	150.00/hour
Professional Land Surveyor II	145.00/hour
Professional Land Surveyor I	135.00/hour
Crew Chief II	103.00/hour
Crew Chief I	97.00/hour
Crew Member	83.00/hour
Survey Technician II	103.00/hour
Survey Technician I	97.00/hour
GIS Manager	115.00/hour
GIS Technician II	97.00/hour
GIS Technician I	82.00/hour
Cad Technician IV	100.00/hour
Cad Technician III	97.00/hour
Cad Technician II	87.00/hour
Cad Technician I	77.00/hour
Sr. Project Administrator	82.00/hour
Project Administrator	72.00/hour
Sr. Administrative Assistant	60.00/hour
Administrative Assistant	50.00/hour
No Charge Services	0.00/hour

## Reimbursable Expenses Schedule

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Reimbursable Expenses will be adjusted annually (approx. November of each year) to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27")	\$0.90/sheet
Plot on Paper Color (18" x 27")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.575/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$25.00/hour
GPS Per Hour Billing – Base and Rover	\$50.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$50.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate

PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF COEUR D'ALENE  
and  
WELCH-COMER ENGINEERS  
for  
PHASE II ENGINEERING SERVICES FOR NORTHWEST  
WATER SYSTEM IMPROVEMENTS

THIS Agreement, made and entered into this 21<sup>st</sup> day of April, 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 **WELCH-COMER ENGINEERS**, an Idaho corporation, with its principal place of business at 330 E Lakeside Avenue, Suite 101, Coeur d'Alene, Idaho, 83814, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. 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 Welch-Comer Engineers, 330 E Lakeside Avenue, Suite 101, Coeur d'Alene, Idaho 83814.

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

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

Section 3. Scope of Services.

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

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

Section 4. Personnel.

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



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

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 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 within Three Hundred Sixty-Five (365) days thereafter. 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 the total sum of Five Hundred Sixty-Five Thousand Eighty Hundred Dollars and NO/100 (\$565,800.00).

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. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall 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 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.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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. 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 subconsultant, 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 he presently has no 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.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

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 any 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 in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

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. Special Conditions. 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 under Chapter 9, Title 6, Section 24 of the Idaho Code.

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

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

CITY OF COEUR D'ALENE

WELCH-COMER ENGINEERS

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Name/Title

**CITY COUNCIL  
MEMORANDUM**

DATE: April 21, 2020

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

RE: AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZEN PARTICIPATION PLAN AND THE ACTION PLAN FOR PLAN YEAR 2019 TO ACCEPT CDBG COVID-19 FUNDING AND RECOMMENDATION TO STAFF TO NEGOTIATE AGREEMENTS WITH ST. VINCENT DE PAUL, FAMILY PROMISE OF NORTH IDAHO, AND LAKE CITY CENTER FOR RESPONSE FUNDING

**DECISION POINT:**

Should City Council amend the CDBG Citizen Participation Plan And 2019 Annual Action Plan to include the \$199,675 of CDBG COVID-19 (CDBG-CV) funding, and direct staff to negotiate agreements with St. Vincent de Paul (\$73,400), Family Promise of North Idaho (not to exceed \$12,600), and Lake City Center (\$3,686)for response funding?

**HISTORY:**

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 an Annual Action Plan (AAP), inviting the public to attend a public forum, prior to drafting the plan, to identify needs and then allowing the public four weeks to review and comment on the posted draft plan. The 2019 AAP was approved by the City Council on February 5, 2019 with an allocation amount of \$329,815.

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 April 2, 2020 that we will be receiving \$199,675 in FY20 CDBG-CV funding. The CPD Director for our region, Doug Carlson, notified the entitlement communities that the funding would be distributed through the CDBG program. HUD has advised entitlement communities to amend their 2019 AAP documents because the 2020 plans have not been approved. HUD has also lifted the 15% maximum limitation on public service projects if the increased amount is tied to COVID-19 relief. This applies to the CDBG-CV funding as well as the 2019 and 2020 CDBG allocations. At this point, we don’t expect to change the funding allocation of the 2019 funds since the needs identified in the grant process still seem relevant. But it is conceivable that staff may need to come back to Council with additional substantial amendments to the 2019 and possibly the 2020 AAP’s to address changes in response to COVID-19 needs and how the CDBG-CV funds will be allocated.

HUD has provided waivers to the public comment period on the CDBG-CV funding due to the urgent nature of the COVID-19 pandemic and need to distribute funds quickly. This has reduced the public comment period for the AAP Amendment to 5 days. City Legal has reviewed the HUD waiver and City’s Citizen Participation Plan and determined that a 5-day notice is appropriate for the public hearing on the

AAP Amendment. As such, staff is also going to bring forward an amendment to the CDBG Citizen Participation Plan at the same time as the substantial amendment to the CDBG 2019 AAP, and include the new shortened public comment period for emergencies and urgent funding needs such as COVID-19.

**PERFORMANCE ANALYSIS:**

This staff report and presentation is to let City Council know that staff is working on amending the 2019 AAP and the CDBG Citizen Participation Plan pursuant to HUD guidelines on the CDBG-CV funds. Once the draft amendment is complete and posted on the City’s website, we will be initiating the 5-day public comment period. A public hearing is required for amendments to the two plans. We would like to hold the public hearing at a virtual City Council meeting early the week of April 27<sup>th</sup> in order to meet the 5-day notice requirement and allow the agreements to be finalized. Staff is also requesting authorization to negotiate agreements with three service providers at this time who are experiencing urgent needs in response to COVID-19 that are eligible to receive the CDBG-CV Funding and are project-ready. HUD has provided assurance that agreements with the service providers could proceed in advance of the public hearing and that pre-award costs are eligible for CDBG-CV funding to pay for and reimburse activities related to prepare, prevent and respond to COVID-19 from the time that they started occurring if they can document the activity and dates. Staff would clarify in the agreements that pre-award costs can be eligible dating back to April 1, 2020 to cover costs associated with COVID-19 response.

Staff has been working closely with HUD to ensure that guidelines will be followed and working with other entitlement communities to understand funding eligibility. The amended 2019 AAP will outline how the City intends to spend its CDBG-CV funding and fulfill its program reporting requirements.

Authorizing this item will allow staff to amend the 2019 Annual Action Plan and CDBG Public Participation Plan, begin the public comment period, and negotiate agreements with service providers for eligible COVID-19 expenses.

**FINANCIAL ANALYSIS:**

The \$199,675 of CDBG-CV funding is subject to the same 20% cap on Administrative funds. This equates to \$39,935 that can be set aside for administrative expenses, including staffing to administer the grant program related to the CDBG-CV funds and related activities. That would leave \$159,740 available in grant funds to assist service providers and low-moderate income residents for eligible activities related to COVID-19 response. Alternatively, some of the Administrative funds could be put toward grants to assist the service providers with COVID-19 specific needs.

Staff reached out to the 139 CDBG stakeholders on Friday, April 10<sup>th</sup> and gave them one week to respond with their urgent needs that may be eligible for funding in response to COVID-19. Several service providers have responded to the inquiry about funding needs (see details below).

**Urgent Funding Needs Received To Date:**

- St. Vincent de Paul: \$73,400/month (assistance with emergency shelter, soft shelter, and hard shelter options to ensure that the homeless are sheltered in place)
- Family Promise of North Idaho: \$12,600 (temporary housing for homeless families for 7 months)
- Lake City Center: \$3,685 (expanded Meals on Wheels program in response to COVID-19)
- North Idaho College: \$?? (The NIC Venture Center is looking for funding to provide grants/loans, technical assistance, and access to our rapid prototype lab for local businesses that are manufacturing PPE. Activities would take place on the main campus in CDA.) **more information on how the funds would be used is needed to determine eligibility!**

The total funding requested exceeds the amount of CARES Act funding that the City of Coeur d'Alene will receive, if we were to fund them in full for the requested amount of time. Staff is recommending funding St. Vincent de Paul, Family Promise of North Idaho, and Lake City Center at this time because they are all project-ready. We will bring forward other requests at a subsequent meeting. Staff is recommending that each agreement be for one month with the ability to extend the agreements if the stay home order is extended, quarantine requirements for COVID-19 patients are warranted, additional CDBG-CV funding becomes available, and/or further impacts to these service providers are incurred as a result of the pandemic. HUD has indicated that pre-award costs can be covered in the agreements and are eligible for CDBG-CV funds. The agreements would note that pre-award costs can be eligible dating back to April 1, 2020 to cover costs associated with COVID-19 response.

In addition to the items and service providers listed above, staff feels that additional needs will likely be housing vouchers to help support our low-moderate income families impacted by the COVID-19 pandemic. This need will be outlined in the amendment to the 2019 AAP in addition to the ones described by the service providers.

**DECISION POINT:**

The City Council should direct staff to amend the CDBG Citizen Participation Plan And 2019 Annual Action Plan to include the \$199,675 of CDBG COVID-19 (CDBG-CV) funding, and direct staff to negotiate agreements with St. Vincent de Paul (\$73,400), Family Promise of North Idaho (not to exceed \$12,600), and Lake City Center (\$3,686) for response funding.

Attachments:

- Eligible Projects to Receive CDBG-CV Funds in Response to the COVID-19 Pandemic
- St. Vincent de Paul Needs & Requested Funds
- Family Promise of North Idaho Needs & Requested Funds
- Lake City Center Needs & Requested Funds



## ELIGIBLE PROJECTS TO RECEIVE CDBG-CV FUNDS IN RESPONSE TO THE COVID-19 PANDEMIC

- Buildings and Improvements, including public facilities (see Quick Guide link below)
  - 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 (see Quick Guide link below)
  - 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 (see Quick Guide link below)
  - 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.

## **ST. VINCENT DE PAUL NEEDS & REQUESTED FUNDS**

St. Vincent de Paul is working closely with Heritage Health to respond to COVID-19. They are requesting funding assistance as described below.

1. To maintain current Shelter / Kitchen / HELP Center operations.
2. To immediately scale for a temp location to isolate, what we're calling our SOFT OPTION (tents and expanded current resources).
3. As stated in this email open, leasing POH brick-n-mortar (HARD OPTION) in the Comfort Inn & Suites at \$71/night per room.

Options #1 and #2 are dependent and not mutually exclusive. See details below for current COVID-19 related needs and other funding sources.

### **I. Current SVDP Shelter Ops:**

This CDBG fund request covers many of the same expenses paid by 1) ESG and 2) SVDP Thrift Store sales and 3) Donations. However, according to 2019/20 financials, ESG only covered 43% of our "Emergency Shelter" costs which includes:

1. Women's & Children's Shelter
2. Men's Shelter
3. Fr. Bill's Kitchen
4. Showers and Laundry

The balance of funding, or 53%, is paid by Thrift Store sales and Donations. FYI...ESG Emergency Shelter funds (ESG calendar year began Oct 1) were depleted as of Apr 3rd. We have no more funding to support #1 – 4 above without store sales, donations and grant relief.

### **II. Incremental Sheltering / Isolating Homeless (City of CDA and nonprofit consortium to include SVDP and Heritage Health)**

Additional CDBG funding is required to scale for 1) temporary shelter-in-place costs; what we're calling our SOFT option in an open SVDP field, and 2) isolation-in-place at a motel; what we're calling our HARD option.

Funding needs are three:

- |                      |            |   |
|----------------------|------------|---|
| 1. Emergency Shelter | "I" above  | \$12K month                                       |
| 2. SOFT shelter      | "II" above | 15.3K month (#2 here dependent on #1) (30 people) |
| 3. HARD shelter      | "II" above | <u>46.1K month (10 people)</u>                    |
|                      |            | <b>\$73.4K/month</b>                              |

*The needs and funds requested above are exclusive of other funding sources. It should be noted that the Innovia Foundation announced on April 15, 2020 that they are awarding \$25,000 in grant funds to St. Vincent de Paul to provide shelter, temporary housing, and food for homeless and ALICE populations. St. Vincent de Paul has also applied for other funding from IHFA and state ESG. If they are successful in receiving additional funds, their agreement with the City would be revised to ensure that there isn't a duplication of funding for the same services.*

## **FAMILY PROMISE OF NORTH IDAHO NEEDS & REQUESTED FUNDS**

From: Cindy Algeo <cindyalgeo@hotmail.com>  
Sent: Monday, April 13, 2020 2:17 PM  
To: NESBIT, CHELSEA <CNESBIT@cdaid.org>  
Cc: ANDERSON, HILARY <HANDERSON@cdaid.org>; Cindy Wood <cwood@familypromiseni.org>  
Subject: Re: CBDG CARES Act Funds Available

Chelsea, thanks for your email.

Family Promise of North Idaho provides a 90-day safety net for local children and their families experiencing homelessness. Shelter and food are provided by about a dozen churches and their members. With the onset of COVID-19, this socializing model does not ensure the health and safety of families participating in our program.

We seek CARES Act funding to lease two 2-bedroom apartments for a period of seven months total, with a 90 day maximum stay per family, approximately \$12,600, so that families participating in our program can live and be healthy in their own space. The two physicians on our Board state that families having their own place is essential to mitigate the spread of the virus. Will providing separate rentals for our families be an option for the CARES Act to fund?

Thanks, Chelsea.

Cindy Algeo, Board Treasurer, 509-951-1883

## **LAKE CITY CENTER NEEDS & REQUESTED FUNDS**

From: bob@lakecitycenter.org <bob@lakecitycenter.org>  
Sent: Thursday, April 16, 2020 8:52 AM  
To: NESBIT, CHELSEA <CNESBIT@cdaid.org>  
Subject: RE: CBDG CARES Act Funds Available  
Importance: High

Good morning Chelsea,

Lake City Center has an urgent need for COVID-19 related funding through the CARES Act.

- We are requesting funding for immediate needs, in the amount of **\$3,685.92**
- This money would be used to pay for our recent order of 12,800 “Meals on Wheels” Meal Trays which are utilized for the essential delivery of meals to the elderly, and other vulnerable populations.
- Since COVID-19 led to the “shelter in place” order from Idaho Governor Brad Little, the demand for home delivered meals for homebound and disabled seniors has significantly increased.
- During this same time we implemented an innovative “DRIVE-THRU” MEAL SERVICE which enables the most vulnerable members of our community to continue receiving a hot and nutritious meal, four days per week, by simply entering our DRIVE-THRU; while adhering to social distancing mandates. We are now serving approximately 40 drive-thru customers each day
- As a 501 (C)(3) community non-profit agency, delivering essential services to residents of Coeur d’Alene, during these very challenging times; we are only asking for reimbursement of our current order of meal trays.
- It is important to note that we purchase these trays in large quantities, so that we qualify for free shipping from the State of Michigan. Since COVID-19; the supply chain for these essential trays has been interrupted due to FEMA’s purchase orders for any and all current product inventories.
- Thankfully, the manufacturer was able to ship our order, thus enabling us to continue serving the essential needs of our community.

Thank you in advance for your consideration of our request for funding.

Respectfully,  
Bob

Bob Small,  
Administrative Director  
LAKE CITY CENTER  
1916 N. Lakewood Drive  
Coeur d’Alene, ID 83814  
Phone (208) 667-4628  
E-Mail: bob@lakecitycenter.org





**Date:** April 21, 2020

**To:** City Council

**From:** Melissa Tosi; Human Resources Director

**Re:** Approval of COVID-19 Project Coordinator Duties

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**Decision Point:** Should the City Council approve the position of and job duties for a temporary COVID-19 Project Coordinator position if staff can identify a funding source outside of the general fund?

**History:** On March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 a pandemic. On March 13, 2020, the President of the United States issued an emergency declaration for the country and Governor Little signed a declaration of emergency for the State of Idaho. Shortly thereafter, on March 17, 2020, Mayor Widmyer declared a local disaster emergency for the City of Coeur d'Alene.

In the last few weeks, our normal business in the City of Coeur d'Alene has certainly changed as we continue to work as an essential employer while complying with the parameters of the current statewide stay-at-home-order effective through April 30, 2020. The City as a whole, as well as each individual department, is amending processes and procedures to meet and follow the guidance of Panhandle Health and the CDC.

In an effort to stay ahead of possible needs related to this pandemic, Human Resources has drafted job duties for a COVID-19 Project Coordinator position. The primary duties of this temporary position would be to manage special COVID-19 projects related to internal departmental operations and/or external issues affecting the community, provide extensive research related to process changes affecting City government and facilities, perform a variety of communication-related activities, and perform other related work specific to COVID-19 as required. This position would help all City departments with needs and projects for an estimated 6-12 months and work directly under the City Administrator.

**Financial Analysis:** This is a temporary, non-benefited position and the goal is not to fund this position from the City's general fund. Staff is currently looking at options for a funding source, possibly through FEMA as a COVID-19 qualified reimbursement. The position has been leveled using the City's internal compensation plan as an equivalent pay grade 16, which matches a previous leveled Project Coordinator position in the Administration Department. The monthly salary range for this position would be \$5576 - \$7848. Additionally, the starting monthly salary would be determined by the applicant's relevant work experience and pro-rated if the position is deemed not to be full-time.

**Performance Analysis:** If this position is approved and staff is able to find a funding source, staff believes this position could significantly help a variety of City departments plan, coordinate, and manage COVID-19 projects and communication for the City of Coeur d'Alene.

**Recommendation:** The City Council should approve the proposed job duties for a temporary COVID-19 Project Coordinator position and approve the position if staff can identify a funding source outside of the general fund.



## COVID-19 Project Coordinator

### **Description:**

The primary duties of this position are to manage special COVID-19 projects related to internal departmental operations and/or external issues affecting the community, research related to process changes affecting City government and facilities, perform a variety of communication-related activities and perform related work as required. The position will work under the direction of the City Administrator. The principal duties of the position are performed in a general office environment but will also require attendance at various outside events.

### **Hours/Wages:**

This is a temporary non-benefited City position; anticipated duration is approximately 6 -12 months. Salary range is \$5576 - \$7848 (salary figured on 40 hours per week), depending on experience. Salary will be pro-rated if the position is deemed not to be full-time. Estimated 20 – 40 hours per work week based on project and need.

### **Essential Duties and Responsibilities** (Illustrative only and may vary by assignment)

- Plans, develops, coordinates, and manages COVID-19 projects and communication for the City Administrator, mayor and/or council;
- Researches data, process, and possible operation changes related to COVID-19;
- Serves as the Public Information Coordinator to promote communication of projects and activities related to COVID-19 to the community;
- With direction from the City Administrator, will collaborate with department heads and other employees in planning, coordinating, and implementing programs, studies, and other activities related to COVID-19;
- Prepares reports, communications, and presentations on assigned projects;
- Collects, analyzes, and interprets data for the preparation of oral and written reports;
- Performs all work duties and activities in accordance City policies, procedures and safety practices.

### **Other Duties and Responsibilities**

- Performs other related duties as required.

### **Knowledge, Skills and Abilities**

#### **Knowledge of:**

- Planning, organizing, research, and project management skills;
- Municipal government operations and structures;
- Personal computer operation and related applications software;
- Operation of social media platforms (i.e. Facebook, Twitter, city website);
- Basic principles of communication, marketing and public relations with effective writing skills;
- Facilitation skills and consensus-building methodologies;
- Problem solving skills;

**Ability to:**

- Plan, implement and evaluate programs, policies and procedures related to COVID-19;
- Work in a team environment and develop creative solutions to changes related to COVID-19;
- Prepare and present accurate and reliable reports or effective presentations containing findings and recommendations to large and small groups with various audiences;
- Work independently with minimal supervision on a continual basis;
- Perform public speaking, public service announcements, and presentations as requested;
- Establish and maintain effective working relationships with other City employees, elected officials, media representatives, the public and other interested and affected parties;
- Respond to citizen and media request in a courteous and effective manner;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Communicate effectively both orally and in writing, with the public and other employees.
- Maintain confidentiality;
- Manage multiple tasks and projects simultaneously;

**Essential Physical Abilities**

- Bachelor's Degree in public administration, public relations, business, or related field from a four-year college or university; and
- Five (5) years progressive experience in communications, public relations or business environment,
- Experience in the public sector is desirable; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, and reach with hands and arms. The employee must frequently lift and/or move up to 25 pounds in a general office environment. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to communicate effectively in person and by telephone. While performing the duties of this classification, the employee works in a public building setting where the noise level in the work environment is usually moderate.

# PUBLIC HEARINGS



**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 21, 2020  
**FROM** Mike Gridley – City Attorney  
**SUBJECT:** Declaration of intent to exchange real property with Active West Developers for the extension of Lacrosse Avenue and Lakewood Drive

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**DECISION POINT:**

Does the City Council want to exchange real property owned by the City for real property owned by Active West Developers for the extension of Lacrosse Avenue and Lakewood Drive in Riverstone?

**HISTORY:**

The City owns 1.83 acres of land located on Blackwell Island, identified as Kootenai County Parcel number C-0000-014-4150. Active West Developers is under contract to acquire the former Union Pacific Railroad right of way in Riverstone between Beebe Boulevard and the US-95 Bridge. Parcels 3 and 4 of the UP right of way are needed by the City to construct the extension of Lacrosse Avenue to Lakewood Drive. The City and Active West Developers are proposing to exchange these properties for the mutual benefit of each party. Active West Developers will also pay One Hundred Thirty-One Thousand Dollars (\$131,000) to the City. Active West has now entered into a purchase and sale agreement with Marina Yacht Club, LLC for Parcels 3 and 4. The exchange as proposed is for equal value. The PowerPoint included with this staff report shows the properties that will be exchanged.

**FINANCIAL ANALYSIS:**

Active West or Marina Yacht Club, LLC will pay One Hundred Thirty-One Thousand Dollars (\$131,000) in addition to conveying the former UP parcels. The real property exchange is mutually beneficial to both parties.

**PERFORMANCE ANALYSIS:**

The conveyance/exchange of this land will give the City the property it needs to extend Lacrosse Avenue and Lakewood Drive to improve ingress and egress to Riverstone and City park land.

**DECISION POINT/RECOMMENDATION:**

City Council should convey Kootenai County Parcel number C-0000-014-4150 to Active West Developers or its assignee, Marina Yacht Club, LLC, in exchange for Parcels 3 & 4 of the former Union Pacific Railroad right of way between Lacrosse Avenue and Lakewood Drive.