

**COEUR D'ALENE CITY COUNCIL  
ADDENDUM AGENDA NO. 1  
FOR THE NOVEMBER 19, 2019  
COUNCIL MEETING**



**Addition of the following Action item:**

**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.

**6. Resolution No. 19-057 –**

a. Approval of S-5-14 – The Trails 4th Addition, Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreements and Security.

As Recommended by the City Engineer

b. Approval of the purchase of a Dura Patch Machine for the Street Department.

Pursuant to City Purchasing Policy

*NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.*

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 19, 2019  
**FROM:** Dennis J. Grant, Engineering Project Manager and Tami Stroud, Associate Planner

**SUBJECT:** **The Trails 4<sup>th</sup> Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreements and Security Approval**

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**DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document, a sixty-two (62) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreements and Security.

**HISTORY**

- a. Applicant: Melissa Wells, Manager  
Coeur Development, LLC  
1859 N. Lakewood Drive, Suite 201  
Coeur d'Alene, ID 83814
- b. Location: West of the Trails 1<sup>st</sup> & Trails 2<sup>nd</sup> Addition, south of the Trails 3<sup>rd</sup> Addition and northeast of the Centennial Trail.
- c. Previous Action:
  1. Final Plat Approval, The Trails (initial phase) – December 2015.
  2. Final Plat Approval, The Trails 1<sup>st</sup> Addition – May 2016.
  3. Final Plat Approval, The Trails 2<sup>nd</sup> Addition – December 2017.
  4. Final Plat Approval, The Trails 3<sup>rd</sup> Addition – June 2019.

**FINANCIAL ANALYSIS**

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 19, 2020. The amount of the security provided is \$118,172.60. Additionally, landscape improvements are bonded at a 150% rate, specifically for this project is \$66,481.38.

**PERFORMANCE ANALYSIS**

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 19, 2020.

**DECISION POINT RECOMMENDATION**

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

IRREVOCABLE STANDBY  
LETTER OF CREDIT NO. 25730  
DATE: NOVEMBER 5, 2019  
AMOUNT: \$66,481.38

City of Coeur d'Alene  
Attn: Tami Stroud  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83816

Ladies & Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 25730 in your favor for the account of Coeur Development LLC, 717 W. Sprague Ave., Ste 800, Spokane, WA 99201, up to the aggregate amount of Sixty Six Thousand Four Hundred Eighty One And 38/100 Dollars (\$66,481.38) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before November 5, 2020, or any extended date, covering the performance bond for landscaping at The Trails 4<sup>th</sup> Addition and accompanied by the following:

1. A signed statement from the beneficiary reading exactly as follows:

"I, the undersigned duly authorized representative of the City of Coeur d'Alene, hereby certify that the draft drawn under this Letter of Credit represents the amount of money required to cover the performance bond for landscaping at The Trails 4<sup>th</sup> Addition."

2. The original of this Letter of Credit and any amendments thereto.

It is a condition of this Letter of Credit that it shall be considered automatically extended without amendment for one year from the present or any future expiration date unless we notify you in writing at least sixty (60) days prior to any such expiration date that this Letter of Credit will not be renewed. But in no case is the expiration date to exceed November 5, 2024. All written notification shall be sent via Certified Mail or courier.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 25730". Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, Attn: Letters of Credit 6<sup>th</sup> floor, Spokane, Washington 99201, on or before November 5, 2020, or any extended date.

All drawings under this credit will be governed by the Uniform Customs & Practice for Documentary Credits (Latest Revision) International Chamber of Commerce Publication No. 600.

Sincerely,



Quinn Laurie  
Letters of Credit  
Washington Trust Bank

**Trails 4th Addition  
Landscape Performance Bond Estimate**

**Item Description & Cost Code  
No.**

**Bid  
Quantity    Units    Unit Price    Bid Amount**

| <b>6500 - Landscape, Fencing, Entry Monument</b> |  |         |    |         |                    |
|--|--|---------|----|---------|--------------------|
|  | <b>6505 - Landscaping</b>              |         |    |         |                    |
|  | <b>Earthwork (Common Areas)</b>        |         |    |         | <b>\$28,800.00</b> |
| 1  | Haul, place, Grade 6" Screened Topsoil | 2,400   | CY | \$12.00 | \$28,800.00        |
|  |  |         |    |         |                    |
|  | <b>Planting (Trees, Shrubs, Lawn)</b>  |         |    |         | <b>\$15,520.92</b> |
| 1  | Lawn (Hydroseed)                       | 129,341 | SF | .12     | \$15,520.92        |

Total= \$44,320.92

Performance Surety Multiplier 150% 1.50

**TOTAL \$66,481.38**

**AGREEMENT TO PERFORM SUBDIVISION WORK**

**The Trail's 4th Addition**

THIS AGREEMENT made this 19<sup>th</sup> day of November, 2019 between Coeur Development, LLC, whose address is 1859 N. Lakewood Dr., Suite 200, Coeur d ID, 83814, with Melissa Wells, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of "The Trails 4th Addition", a sixty-two (62) lot, residential development in Coeur d'Alene, situated in the Southwest Quarter of Section 28, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: landscape improvements/required buffer within Common Areas, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 31st day of October, 2020. Said improvements are shown on the Landscape Plan titled "The Trails 4th Addition" dated May 08, 2019, stamped and signed by Joshua K. Tripp, Registered Landscape Architect, whose address is Place Landscape Architecture, 1325 W.1<sup>st</sup>, Spokane, WA 99201, on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Sixty Six Thousand, Four Hundred Eighty-One and 38/100 Dollars (\$66,481.38) securing the obligation of the Developer to complete the landscape improvements within the Common Areas referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

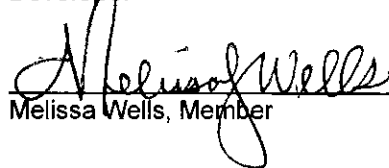
The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be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

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

**City of Coeur d'Alene**

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

**Developer**

  
\_\_\_\_\_  
Melissa Wells, Member

**ATTEST:**

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

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

**The Trails 4th Addition**

THIS AGREEMENT made this 19<sup>th</sup> day of November, 2019 between Coeur Development, LLC, whose address is 1859 N. Lakewood Drive, Suite 201, Coeur d'Alene, ID 83814, with Melissa Wells, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of The Trails 4th Addition, a sixty-two (62) lot, residential development in Coeur d'Alene, situated in the Southwest v.i of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "The Trails 4th Addition", signed and stamped by Gabe R. Gallinger, PE, # 12184, dated June 12, 2019, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Eighteen Thousand One hundred seventy-two and 60/100 Dollars (\$118,172.60) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 19th day of November, 2020. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

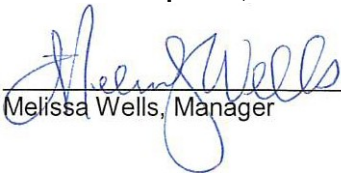
**City of Coeur d'Alene**

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

**ATTEST:**

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

**Coeur Development, LLC**

  
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Melissa Wells, Manager