



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

**PUBLIC WORKS COMMITTEE**  
with  
**Council Members McEvers, Gookin & English**  
**March 13, 2017, 4:00 p.m.**  
**AGENDA**

- Item 1 V-17-2: Vacation of Portion of W. Garden Avenue Right-of-Way – Dennis Grant
- Item 2 Seltice Way Construction Phase Services Agreement with Welch Comer – Chris Bosley
- Item 3 K-Med Purchase and Sale Agreement, Deed, and Temporary Easement – Chris Bosley
- Item 4 SAM Investments Purchase and Sale Agreement, Deed, and Temporary Easement – Chris Bosley
- Item 5 Grant of Easement from the Coeur d'Alene Tribe on Seltice Way – Chris Bosley
- Item 6 Cooperative Funding Agreement for the 2017 Chip Seal Project – Kim Harrington

**Library Community Room**  
**702 Front Street**

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.*

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** March 13, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-17-2, Vacation of a portion of W. Garden Avenue right-of-way located within the Plat of Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A.**

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### **DECISION POINT**

The applicant, Ignite cda, is requesting the vacation of a 96.5-foot-wide portion of W. Garden Avenue right-of-way that adjoins their property on one side and City of Coeur d'Alene property on the other. See attached exhibit.

### **HISTORY**

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in 1908.

### **FINANCIAL ANALYSIS**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.667 Acres (29,053 Square Feet) to the County tax roll. It would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

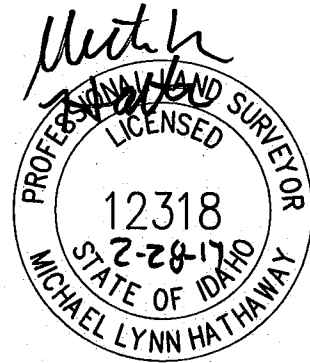
### **PERFORMANCE ANALYSIS**

The City is redeveloping Memorial Field, adding new recreational amenities, including a skate park, restrooms, sports courts, open play and picnic areas and constructing a new parking lot that will be accessed by NW Boulevard. The City is, also, completing a land trade with the Urban Renewal District (Ignite CDA) to allow for park development. The purpose of the vacation is to allow the City to exchange a portion of the Garden Avenue Right-of-Way for a portion of ignite CDA property. The land exchange will allow cohesive development of the new outdoor recreation facilities.

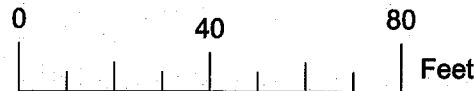
The justification for the vacation is that the Garden Street right-of-way is 96.5 feet wide and services a vacant single family lot (owned by ignite CDA) and the skate park. It also acts as an informal access to Memorial Field parking. After the City-Ignite land trade, and creation of Memorial Park, Garden Avenue will no longer be necessary to provide access to the single family lot or any park facility.

### **RECOMMENDATION**

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on April 18, 2017.



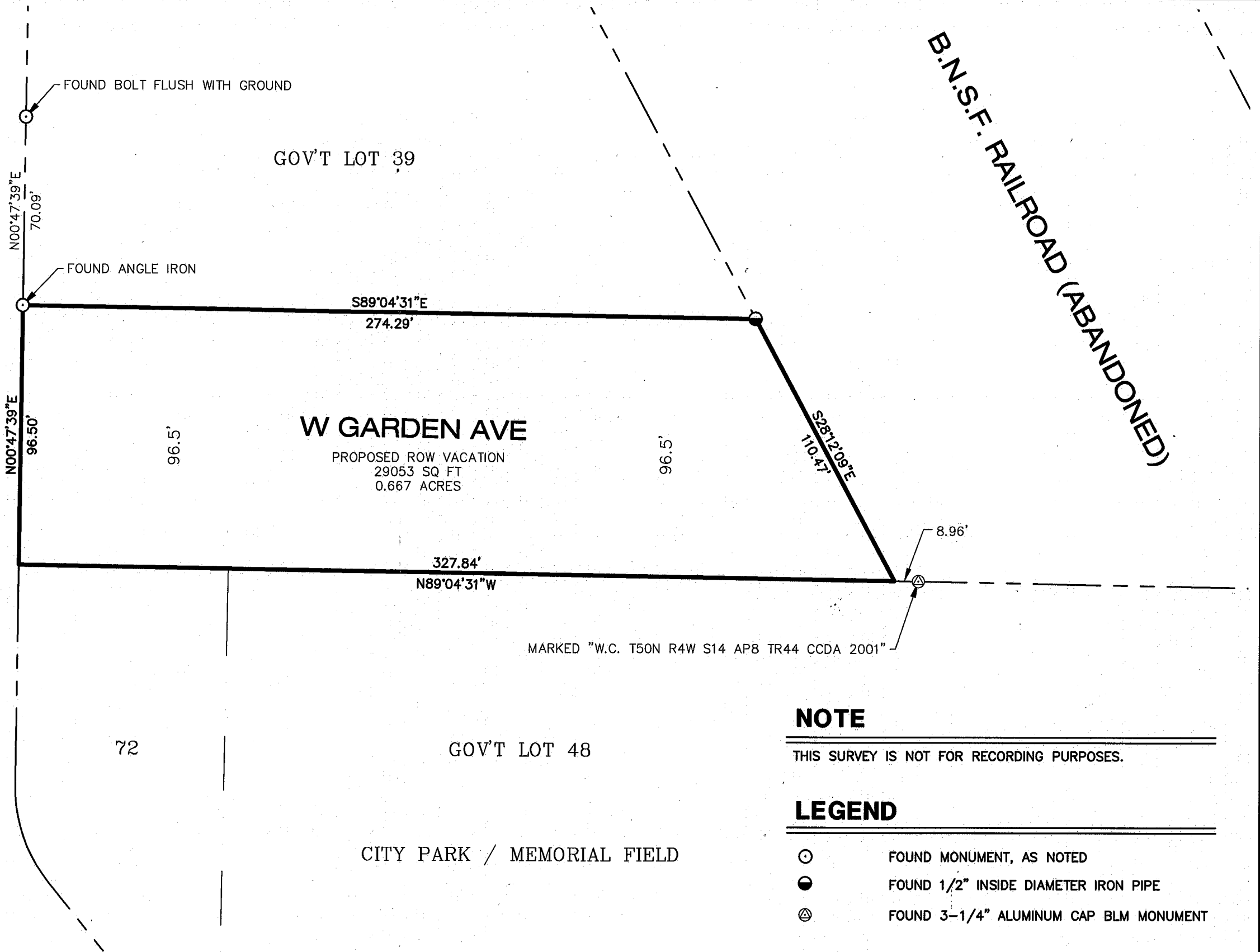
SUBD. OF GOVT LOT 37



W GARDEN AVE

N PARK DR

60'



B.N.S.F. RAILROAD (ABANDONED)

**NOTE**

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

**LEGEND**

- FOUND MONUMENT, AS NOTED
- FOUND 1/2" INSIDE DIAMETER IRON PIPE
- ⊗ FOUND 3-1/4" ALUMINUM CAP BLM MONUMENT

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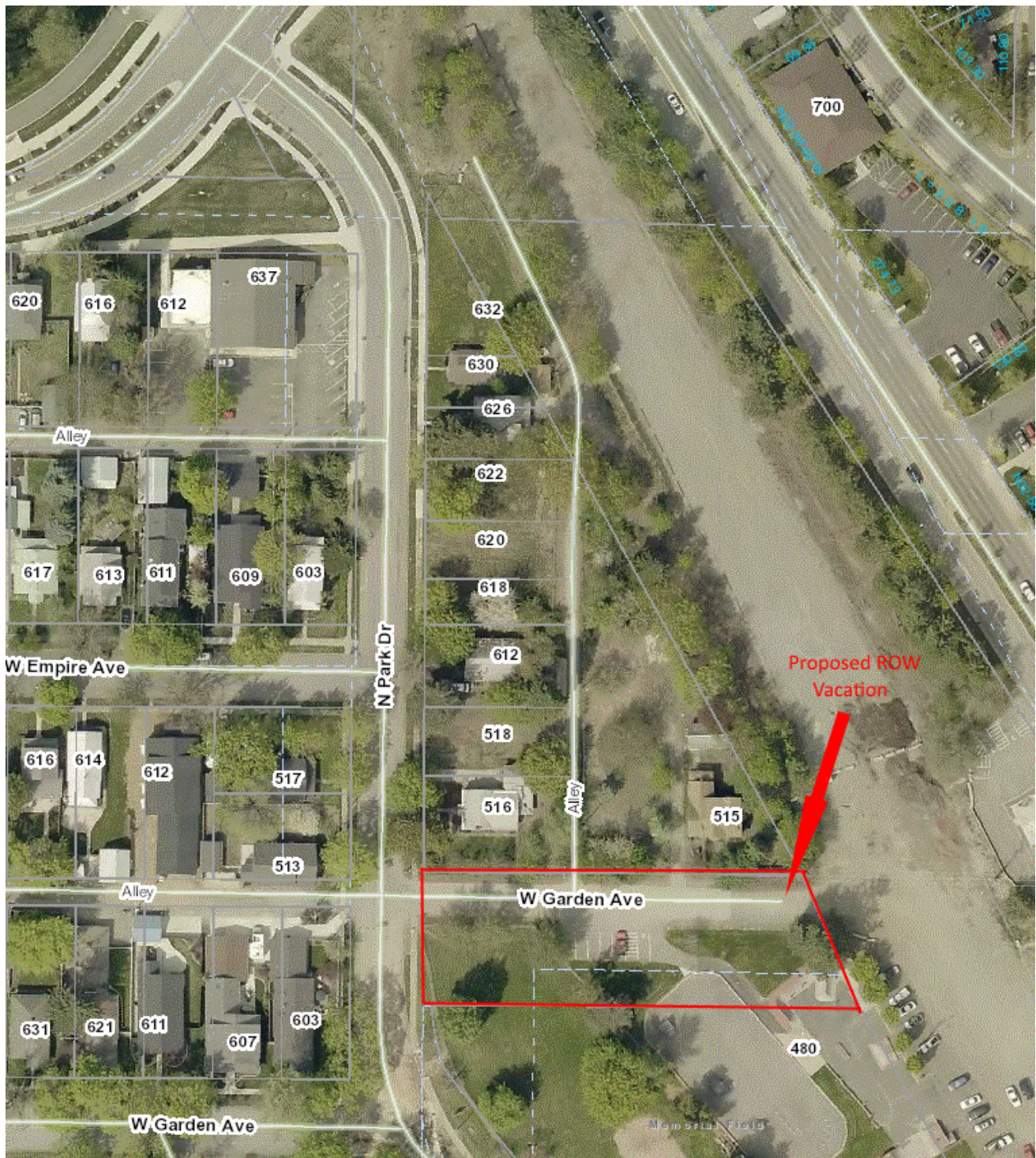
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VACATION EXHIBIT FOR W GARDEN AVENUE  
BETWEEN N PARK DRIVE AND THE BNSF RAILROAD RIGHT OF WAY

SW 1/4 SEC. 14, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

|                 |              |
|-----------------|--------------|
| PROJECT NUMBER: | 41284        |
| DESIGNED BY:    | MLH          |
| DRAWN BY:       | JNM          |
| DRAWING NAME:   | 41284VAC.DWG |
| DATE:           | 02/27/2017   |
| SHEET NO:       | 1 OF 1       |

## V-17-2 Vacation of ROW (W. Garden Avenue)



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Welch Comer Construction Phase Services Agreement – Seltice Way Revitalization Project

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**DECISION POINT:**

Should the City Council approve the Construction Phase Services Agreement with Welch Comer?

**HISTORY:**

Under an agreement with the City, Welch Comer Engineers completed the design of the proposed Seltice Way Revitalization project. An amendment to the agreement is needed to extend the contract to provide construction phase services, such as construction surveying, construction observation, submittal reviews, and quantity/pay verifications.

**FINANCIAL ANALYSIS:**

The budgeted amount for construction included construction phase services.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will enable the engineers most familiar with the project to manage the construction, which is scheduled to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Amendment to the City-Consultant Agreement with Welch Comer Engineers to provide construction phase services on the Seltice Way Revitalization project.

**AMENDMENT TO CITY-CONSULTANT AGREEMENT**  
**Amendment No. 4**

The Effective Date of this Amendment is: \_\_\_\_\_, 2017.

Background Data:

Effective Date of City-Consultant Agreement: February 16, 2016

City: City of Coeur d'Alene, Idaho

Consultant: Welch Comer & Associates, Inc.

Project: Seltice Way Improvements – Construction Phase Services

Nature of Amendment:

- Modifications to services of Consultant  
 Modifications of payment to Consultant

Description of Modifications:

The City intends on constructing the design produced by the above-referenced Consultant for the above-referenced Project. This scope of work describes the Construction Phase Services necessary to manage construction of the project.

Scope of Services:

Construction Phase Services – Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from City, Consultant shall:

- i. 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 Consultant shall be as assigned in City of Coeur d'Alene Standard General Conditions of the Construction Contract (2012 Update to the Idaho Standards for Public Works Construction (ISPWS)), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If City, or City and Contractor, modify the duties, responsibilities, and authority of Consultant in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Consultant, then City shall compensate Consultant for any related increases in the cost to provide Construction Phase services. Consultant shall not be required to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. All of City's instructions to Contractor will be issued through Consultant, 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.
- ii. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority.

- iii. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- iv. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with City and Contractor jointly develop such protocols for transmittals between and among City, Contractor, and Consultant during the Construction Phase and Post-Construction Phase.
- v. Original Documents: If requested by City to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Consultant and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and City for review.
- vi. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- vii. Construction Staking:
  - Requests: The Contractor shall submit a survey staking request to the Consultant on the form provided by Consultant for the survey control staking. Upon receipt of request, the Consultant will commence survey work within 48 hours, excluding weekends and holidays, at the locations requested by the Contractor. The Consultant will have available one survey crew for construction surveying on this project. Additional demand for survey control staking required by the Contractor is the contractor's responsibility.
  - The CONSULTANT will provide one time primary survey control and construction stakes for Contractor. It shall be the Contractor's responsibility to protect the survey control and construction stakes. If the survey control or construction stakes are disturbed or destroyed prior to their intended use it is the responsibility of the contractor to reestablish said stakes. Survey control can only be replaced by the CONSULTANT. If contractor chooses to reestablish construction stakes, they are responsible for the accuracy and use of said stakes. All staking will be done according to the final approved set of construction plans.
  - Horizontal and Vertical Control Bench Marks: Set primary horizontal and vertical control points as required for use by the Consultant only. Temporary horizontal control points will be established in the work zone as required by the Consultant.
  - Roadway Sawcuts: The existing roadway will be painted in florescent paint for the purposes of saw cutting as noted on the plans. The paint will be at intervals suitable for construction.
  - Subgrade (Red Tops): A hub and lath will be set at maximum spacing of 50 foot at an offset suitable for construction. Key changes in horizontal and vertical alignments will also be staked. One set of hub and lath will be set on either side of the eastbound and westbound roads. The lath will be marked with offset distances to road centerline and edges along with

subgrade cut/fill information. During construction of the subgrade we will conduct field checks of the subgrade to verify accuracy.

- **Top of Base Rock (Blue Tops):** Set hubs representing the top of rock grade. Hubs will also be set 5 across (edge,  $\frac{1}{4}$ , centerline,  $\frac{1}{4}$  and edge) of the westbound and eastbound roads at a maximum of 50 foot intervals. Hubs will be set at key changes in horizontal and vertical alignments with a maximum linear spacing of 50 feet.
- **Concrete Curb and Gutter:** Set hub and lath with cut/fill to top back of curb elevations at 3 foot offsets to top back of curb. They will be set on tangents at a maximum interval of 25-feet and on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. A single lath will be set at the center of each curb drop, pedestrian ramp and at the center of each driveway. The lath at the driveway will be marked with the overall driveway width.
- **Pathway Subgrade:** A hub and lath will be set at approximately 50 foot intervals at an offset suitable for construction. One set of hub and lath will be set on either side of the eastbound and westbound paths. The lath will be marked with offset distances to path centerline along with subgrade cut/fill information. During construction of the subgrade we will conduct field checks of the subgrade to verify accuracy.
- **Pathway Top of Rock:** Set hubs representing the top of rock grade. Hubs will also be set at each edge of the pathway at a maximum of 50 foot intervals. Hubs will be set at key changes in horizontal and vertical alignments with a maximum linear spacing of 50 feet.
- **Sewer Mains and Appurtenances:** Set a hub and lath reference point at tie in points, approximately 100 feet on tangents and angle points 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. When required, due to minimum depth below finish grade, cuts to required minimum top of pipe elevations will be noted on each lath.
- **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. When required, due to minimum depth below finish grade, cuts to required minimum top of pipe elevations will be noted on each lath.
- **Storm Drainage:** Hub and lath will be set at a suitable offsets such as 10' and 25' as required to facilitate construction and installation of storm structures such as manholes and catch basins. Invert and Rim elevations will be provided. Swales will be staked as necessary to facilitate construction, which will most likely include bottom of swale points being set with cut/fill at the key radius points. Swales, if any will be staked with at a suitable offset with cut/fill to bottom of swale.
- **Median staking:** Provide limited internal median staking as determined by Consultant to be necessary and suitable for construction.



- Light poles and Electrical Facilities: Set hub and lath for light pole location at an offset suitable. Poles will get 2 hubs per pole with the 2nd hub being used for pole rotation/alignment. Provide limited staking to assist in relocation and installation electrical appurtenances. Due to the unknown nature of this task only one day of survey crew time is allocated.
  - Striping and Signs: Striping will consist of paint marks at key points and transitions in the striping diagram as agreed upon with the contractor. Signs will be marked as the actual location with either a paint mark or a hub and lath.
- viii. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
- Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Consultant shall keep City informed of the progress of the Work.
  - The purpose of Consultant's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant'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 Construction 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 Construction Contract Documents. Consultant shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- ix. Defective Work: Reject Work if, on the basis of Consultant's observations, Consultant believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to City regarding whether Contractor should correct such Work or remove and replace such Work, or whether City should consider accepting such Work as provided in the Construction Contract Documents.
- x. Compatibility with Design Concept: If Consultant has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform City of such incompatibility, and provide recommendations for addressing such Work.
- xi. Clarifications and Interpretations: Accept from Contractor and City submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- xii. Non-reviewable Matters: If a submitted matter in question concerns the Consultant's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Consultant will promptly give written notice to City and Contractor that Consultant will not provide a decision or interpretation.
- xiii. Field Orders: Subject to any limitations in the Construction Contract Documents, Consultant may prepare and issue Field Orders requiring minor changes in the Work.
- xiv. 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.
- xv. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for City's use.
- xvi. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction 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. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.

- xvii. Substitutes and “Or-equal”: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.
- xviii. Inspections and Tests:
- Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Consultant’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction 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 Construction Contract Documents. Consultant shall be entitled to rely on the results of such inspections and tests.
  - As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- xix. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to City and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Consultant will notify the parties that the Consultant will not resolve the Change Proposal. (b) Provide information or data to City regarding engineering or technical matters pertaining to Claims.
- xx. Applications for Payment: Based on Consultant’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- Determine the amounts that Consultant recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Consultant’s representation to City, based on such observations and review, that, to the best of Consultant’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction 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 Construction 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 Consultant’s responsibility to observe the Work. In the case of unit price Work, Consultant’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- By recommending payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant 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 Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by City; to determine that title to any portion of the Work, including 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.
- xxi. Contractor's Completion Documents: Receive from Contractor, review, and transmit to City maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to City the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Consultant's review of record documents shall be to check that Contractor has submitted all pages.
  - xxii. 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 Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, City's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist City regarding any remaining engineering or technical matters affecting City's use or occupancy of the Work following Substantial Completion.
  - xxiii. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to City and Contractor ("Notice of Acceptability of Work") that the Work is to the best of Consultant's knowledge, information, and belief, and based on the extent of the services provided by Consultant under this Agreement.
  - xxiv. Standards for Certain Construction-Phase Decisions: Consultant will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions

and judgments, Consultant will not show partiality to City or Contractor, and will not be liable to City, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- xxv. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Consultant shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. The Consultant's fee is based on an assumed construction duration of 210 working days.

City's Responsibilities:

- i. Provide Consultant with all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- ii. Give instructions to Consultant regarding City's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), City's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of City's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Consultant to use copies already in Consultant's possession) of all design and construction standards, City's standard forms, general conditions, supplementary conditions, text, and related documents and content for Consultant to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. City shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and City shall seek the advice of City's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- iii. Furnish to Consultant any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- iv. Following Consultant's assessment of initially-available Project information and data and upon Consultant's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Consultant to complete its Basic and

Additional Services. Such additional information or data would generally include the following:

- Property descriptions.
  - Zoning, deed, and other land use restrictions.
  - Utility and topographic mapping and surveys.
  - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  - Data or consultations as required for the Project but not otherwise identified in this Agreement.
- v. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
- vi. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, provide, as required for the Project:
- Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  - Legal services with regard to issues pertaining to the Project as City requires, Contractor raises, or Consultant reasonably requests.
  - Such auditing services as City requires to ascertain how or for what purpose Contractor has used the money paid.
- vii. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Consultant and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- viii. Advise Consultant of the identity and scope of services of any independent consultants employed by City to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- ix. If City designates a construction manager or an individual or entity other than, or in addition to, Consultant to represent City at the Site, define and set forth as an attachment to this Scope of Work the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant.

- x. If more than one prime contract is to be awarded for the Work designed or specified by Consultant, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant as an attachment to this Scope of Work that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- xi. Inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to the Site.
- xii. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- xiii. Inform Consultant regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of Consultant.
- xiv. Advise Consultant as to whether Consultant's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- xv. Place and pay for advertisement for Bids in appropriate publications.
- xvi. Furnish to Consultant data as to City's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for City so that Consultant may assist City in collating the various cost categories which comprise Total Project Costs.
- xvii. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- xviii. Authorize Consultant to provide Additional Services, as required.

Payment Modifications:

- i. A Lump Sum amount based on the following estimated distribution of compensation, in addition to the Agreement dated February 16, 2016 and Amendment #1, Amendment #2, and Amendment #3:
 

|                                    |                  |
|------------------------------------|------------------|
| <b>Construction Phase Services</b> | <b>\$592,000</b> |
|------------------------------------|------------------|

  - The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- ii. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Consultant's consultants' charges, if any.

- The total compensation for Post Construction Phase Services and reimbursable expenses shall not exceed **\$22,000** without prior written approval.
- iii. Compensation for Reimbursable Expenses and Subconsultants: The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses and Subconsultants allocable to the Project, the latter multiplied by a factor of 1.15.
- iv. Engineer may alter the distribution of compensation between individual phases to be consistent with services actually rendered, but shall not exceed the total amount authorized unless approved in writing by the City.

Agreement Summary:

|                                  |                   |
|----------------------------------|-------------------|
| Original agreement amount:       | \$ <u>342,900</u> |
| Net change for prior amendments: | \$ <u>75,800</u>  |
| This amendment amount:           | \$ <u>614,000</u> |
| Adjusted Agreement amount:       | \$1,032,700       |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

City and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

City: City of Coeur d'Alene, Idaho

Consultant: Welch Comer & Associates, Inc.

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

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

Print name: \_\_\_\_\_

Print name: Philip F. Boyd, P.E.

Title: \_\_\_\_\_

Title: President

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

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

PM's Approval: \_\_\_\_\_



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** K-Med Purchase and Sale Agreement with Temporary Easement and Warranty Deed – Ironwood/US-95 Project

=====

**DECISION POINT:**

Should the City Council approve the Purchase and Sale Agreement with Temporary Easement and accept the Warranty Deed to obtain the right-of-way and access needed for the Ironwood/US-95 intersection project?

**HISTORY:**

Through the Idaho Transportation Department, the US-95/Ironwood Drive intersection improvement project has been awarded to the successful low bidder. In order to begin construction, the necessary right-of-way and easements must be obtained. Negotiations between the property owner and the City have taken place over the past several months, resulting in this agreement and warranty deed.

**FINANCIAL ANALYSIS:**

The budgeted amount for this project adequately covers the necessary amount.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow for construction of the project to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Purchase and Sale Agreement with Temporary Easement and accept the Warranty Deed for the K-Med property. These approvals enable the project to advance to the construction phase.

WARRANTY  
DEED

KNOW ALL MEN BY THESE PRESENTS, that K-Med, LLC, whose address is 5141 N. 40 Street #500, Phoenix, AZ 85018, herein called GRANTOR, for and in receipt of good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, does hereby grant and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 24 day of February, 2017.

K-Med, LLC

By:



Brice W. Samuel

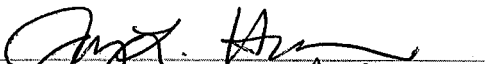
STATE OF

SS

COUNTY OF

On this 24 day of February, 2017, before me a Notary Public, personally appeared Brice W. Samuel, known or identified to me to be a Member of K-Med, LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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

  
Notary Public for the State of Arizona  
Residing at: Maricopa County  
My Commission Expires: 4-17-20

K-Med NE Cor





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION  
K MED LLC TO CITY OF COEUR D'ALENE  
February 22, 2017

That portion of Lot 2, Block 1 of Shopko Subdivision Lot 1 Replat, according to the Plat thereof recorded in Book J at page 229, records of Kootenai County, Idaho, being situated in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the southwest corner of said Lot 2, thence along the west line of said Lot 2, North 00°11'03" West, a distance of 27.72 feet;

thence leaving said west line, North 82°02'01" East, a distance of 62.92 feet;

thence 83.81 feet along the arc of a curve to the right having a radius of 573.60 feet and a central angle of 08°22'20", said curve having a long chord which bears North 86°13'10" East, a chord distance of 83.74 feet;

thence South 89°35'40" East, a distance of 42.49 feet;

thence North 04°08'04" East, a distance of 12.04 feet;

thence North 82°02'13" East, a distance of 67.18 feet;

thence South 07°57'47" East, a distance of 7.77 feet;

thence North 82°02'13" East, a distance of 19.61 feet;

thence South 07°57'47" East, a distance of 19.39 feet, more or less, to a point on the south line of said Lot 2;

thence South 82°04'51" West, a distance of 281.54 feet to the POINT OF BEGINNING.

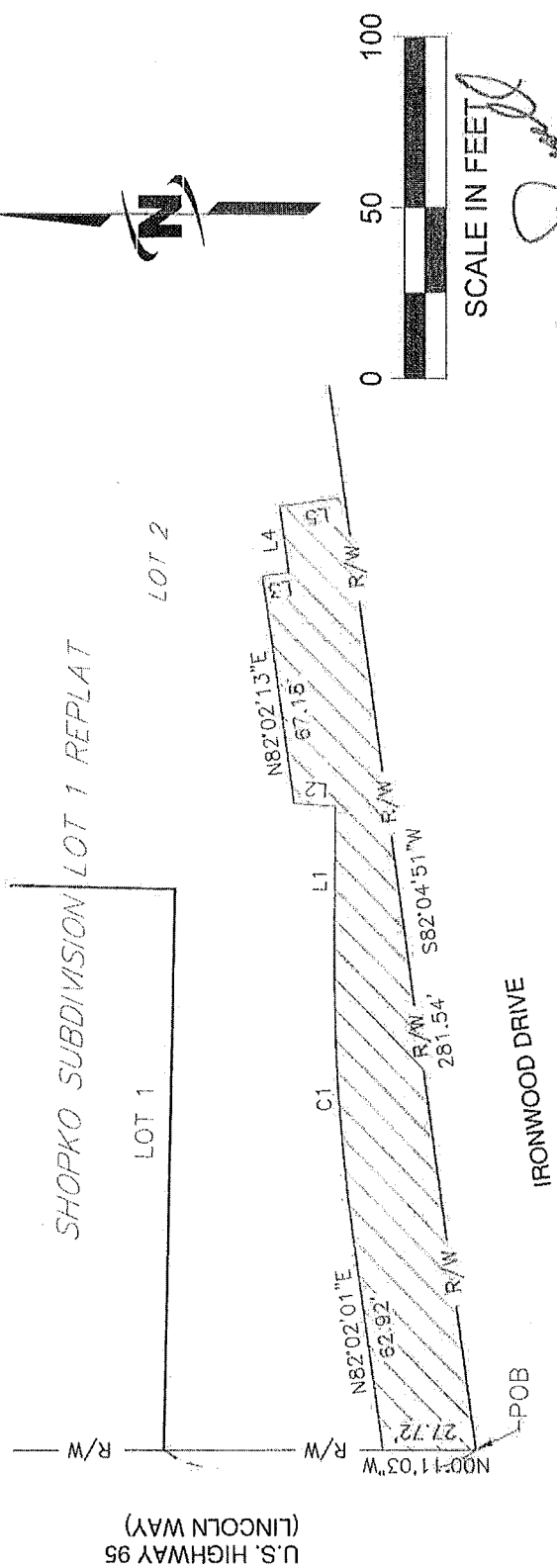
Containing 6,941 square feet (0.159 acres), more or less.

Digitally Signed:  
Feb 22, 2017



Digitally signed by Jeremy J. Russell; A0109B00000113AC3285009000038C7

\\cdafiles\Public\Projects\JUB\20-15-066 CDA Ironwood  
US95\30\_PROJECT\_ENGINEERING\30\_2\_PRELIMINARY\_DESIGN\30.2.10\_SURVEYS\3\_FIELD\_SURVEY\_DATA\Cad\Survey\LEGALS\KMED-LLC-ROW-Acquisition.docx

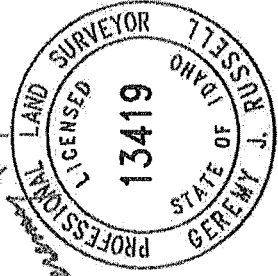


| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | S89°35'40"E | 42.49' |
| L2         | N4°08'04"E  | 12.04' |
| L3         | S75°47"E    | 7.77'  |
| L4         | N82°02'13"E | 19.61' |
| L5         | S75°47"E    | 19.39' |

| CURVE TABLE |        |         |          |               |              |
|-------------|--------|---------|----------|---------------|--------------|
| CURVE #     | LENGTH | RADIUS  | DELTA    | CHORD BEARING | CHORD LENGTH |
| C1          | 83.81' | 573.60' | 8°22'20" | N86°13'10"E   | 83.74'       |

**LEGEND**

- POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- RIGHT-OF-WAY ACQUISITION, 6,941 SQ. FT. (0.159 ACRES)±



Digitally Signed on:  
Feb 22, 2017

Digitally signed by Gentry J. Russell  
AC:1098000000013AC325500000008C7



EXHIBIT  
K MED LLC

RIGHT-OF-WAY ACQUISITION  
NE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

**PURCHASE AND SALE AGREEMENT  
WITH TEMPORARY EASEMENT**

THIS AGREEMENT ("Agreement") is made by and between the City of Coeur d'Alene ("City"), whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 and K-Med, LLC ("K-Med"), whose address is 5141 N. 40<sup>th</sup> Street, #500, Phoenix, Arizona 85018.

WHEREAS, K-Med is the owner of real property located at 217 W. Ironwood Drive, in Coeur d'Alene, Kootenai County, Idaho, further described in **Exhibit "A"**, and generally referred to as "the Property"; and,

WHEREAS, the City desires to acquire the Property along with a temporary construction easement pursuant to the terms and conditions set forth in this Agreement; and,

WHEREAS, K-Med recognizes that the City would be entitled to condemn the Property and a temporary construction easement, and desires to avoid the expense and inconvenience of the condemnation process; and,

WHEREAS, K-Med therefore will sell the Property to the City and grant a temporary construction easement to the City pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and K-Med hereby agree as follows:

1. Property Acquisition: Owner agrees to convey by Warranty Deed to the City the Property described in **Exhibit "A"**.
2. Temporary Construction Easement: Owner further agrees to grant to the City or its agents or assigns, a nonexclusive temporary construction easement, over, under, along, across and through the Property described and shown in **Exhibit "A"**, for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
3. Indemnity: To the fullest extent allowed by law the City agrees that it will hold the Owner harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the City's construction, maintenance and operation of the Temporary Construction Easement. The Owner agrees that it will hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the Owner's negligence, or the negligence of its agents or employees, with respect to the property which is subject to the Temporary Construction Easement.
4. Insurance: The City shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability

coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.

5. Non-interference: The City shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Owners use of the property during the term of construction. Owner shall not erect or construct any building or other improvement that would interfere with the City's easement rights or impede the progress of the construction, without written consent of the City.

6. Termination of Easement: The temporary construction easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.

7. Consideration: The City agrees to pay to Owner the following sums as consideration for the purchase of the Property and for the temporary construction easement and other items as itemized below:

|   |              |
|---|--------------|
| Right-of-way (6,941 sf)                     | \$121,991.00 |
| Temporary Construction Easement (12,108 sf) | \$ 10,897.00 |
| Landscaping                                 | \$ 16,152.00 |
| Paving                                      | \$ 960.00    |

TOTAL CONSIDERATION \$150,000.00

8. Closing: After the execution of this Agreement by both parties, the Closing shall be accomplished by the Owner executing the Warranty Deed attached as **Exhibit "A"** and delivering it to the City, and then within five days of receipt of the executed Warranty Deed the City will deliver to Owner a check in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). The parties agree to use their best efforts to Close the transaction by or before **February 28, 2017**.

9. Transaction Costs: The parties shall each pay their own costs of this transaction including their own attorney fees.

10. Entire Agreement: The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the purchase of the Property and the grant of the Temporary Construction Easement, and, shall relieve the City of all future claims or obligations on the account of the location, grade, and construction of the proposed roadway.

11. Governing Law: This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho.

12. Negotiation of Agreement: The parties acknowledge that this Agreement has been mutually negotiated at arm's length between the parties.

13. Counterparts: This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto even though all parties are not signatories to one original or the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which, combined, contain the signatures of both parties, shall for all purposes be deemed a fully executed Agreement.


**CITY OF COEUR 'D ALENE**

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


**ATTEST:**

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

**K-MED, LLC**

By:   
Bruce W. Samuel, Vice President +  
(Printed Name and Title) Samuel + Company, Inc.  
Managing member

**FOOTHILL MED, LLC**

By:   
Bruce W. Samuel, Vice President +  
(Printed Name and Title) Samuel + Company, Inc.  
Managing member



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDDON GROUP



GATEWAY MAPPING INC.

EXHIBIT \_\_  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT  
K MED LLC TO CITY OF COEUR D'ALENE  
February 22, 2017

That portion of Lot 2, Block 1 of Shopko Subdivision Lot 1 Replat, according to the Plat thereof recorded in Book J at page 229, records of Kootenai County, Idaho, being situated in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the southwest corner of said Lot 2, thence along the west line of said Lot 2, North 00° 11' 03" West, a distance of 27.72 feet;

thence leaving said west line, North 82° 02' 01" East, a distance of 62.92 feet;

thence 83.81 feet along the arc of a curve to the right having a radius of 573.60 feet and a central angle of 08° 22' 20", said curve having a long chord which bears North 86° 13' 10" East, a chord distance of 83.74 feet;

thence South 89° 35' 40" East, a distance of 42.49 feet;

thence North 04° 08' 04" East, a distance of 12.04 feet;

thence North 82° 02' 13" East, a distance of 67.18 feet;

thence South 07° 57' 47" East, a distance of 7.77 feet;

thence North 82° 02' 13" East, a distance of 19.61 feet;

thence South 07° 57' 47" East, a distance of 19.39 feet, more or less, to a point on the south line of said Lot 2;

thence South 82° 04' 51" West, a distance of 281.54 feet to the POINT OF BEGINNING.

Containing 6,941 square feet (0.159 acres), more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent and northerly of the above-described Right-of-Way Acquisition:

Commencing at the southwest corner of said Lot 2, thence along the west line of said Lot 2, North 00° 11' 03" West, a distance of 27.72 feet to the POINT OF BEGINNING of the Temporary Construction Easement;

thence continuing along said west line, North 00° 11' 03" West, a distance of 64.44 feet, more or less, to the south line of Lot 1, Block 1 of said Shopko Subdivision Lot 1 Replat;



thence along the south line of said Lot 1, South 88°52'45" East, a distance of 164.19 feet;

thence leaving said Lot 1, North 87°07'15" East, a distance of 87.67 feet;

thence South 07°57'47" East, a distance of 30.68 feet;

thence South 82°02'13" West, a distance of 67.18 feet;

thence South 04°08'04" West, a distance of 12.04 feet;

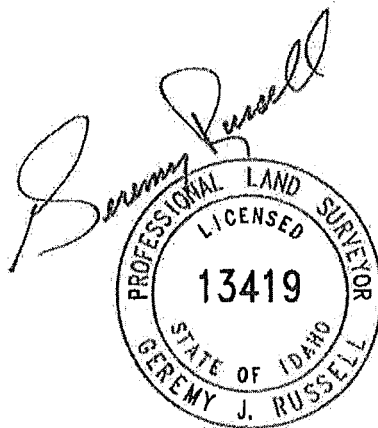
thence North 89°35'40" West, a distance of 42.49 feet;

thence 83.81 feet along the arc of a curve to the left having a radius of 573.60 feet and a central angle of 08°22'20", said curve having a long chord which bears South 86°13'10" West, a chord distance of 83.74 feet;

thence South 82°02'01" West, a distance of 62.92 feet to the POINT OF BEGINNING.

Containing 12,108 square feet (0.278 acres), more or less.

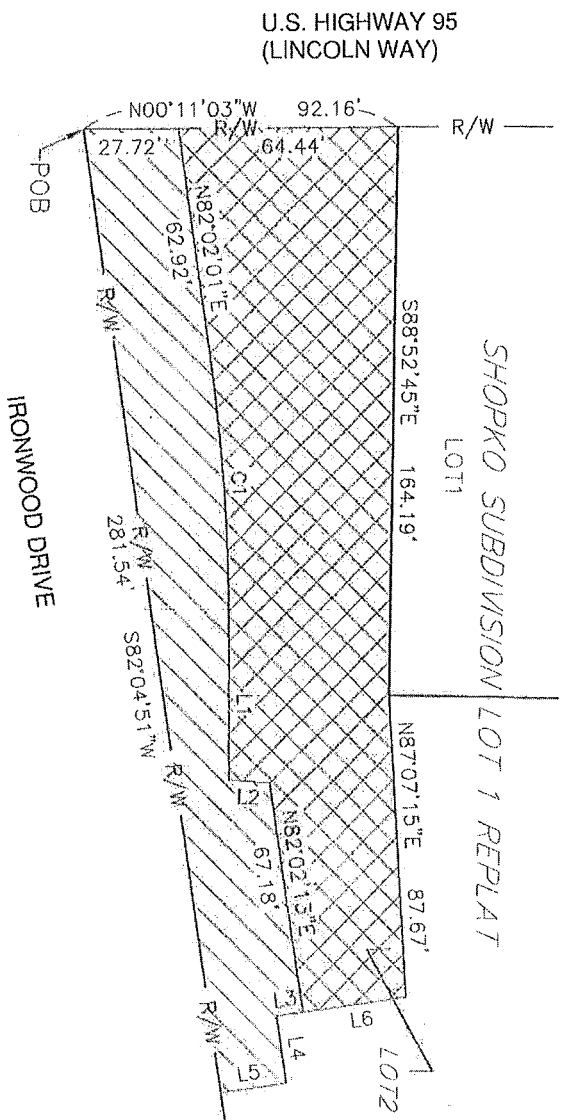
TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing Rights-of-ways and easements of record and/or appearing on said above described Parcel(s).



Digitally Signed on:  
Feb 22, 2017

Digitally signed by Geremy J  
Russell: A010980000013A(C3285009000038C7)

DATE: 02-22-2017



U.S. HIGHWAY 95  
(LINCOLN WAY)



SHOPKO SUBDIVISION LOT 1 REPLAT

IRONWOOD DRIVE



SCALE IN FEET

**LEGEND**

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
-  RIGHT-OF-WAY ACQUISITION, 6,941 SQ. FT. (0.159 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT 12,108 SQ. FT. (0.278 ACRES)±

| LINE # | DIRECTION   | LENGTH |
|--------|-------------|--------|
| L1     | S89°35'40"E | 42.49' |
| L2     | N4°08'04"E  | 12.04' |
| L3     | S7°57'47"E  | 7.77'  |
| L4     | N82°02'13"E | 19.61' |
| L5     | S7°57'47"E  | 19.39' |
| L6     | S7°57'47"E  | 30.68' |

| CURVE TABLE |        |         |          |               |              |
|-------------|--------|---------|----------|---------------|--------------|
| CURVE #     | LENGTH | RADIUS  | DELTA    | CHORD BEARING | CHORD LENGTH |
| C1          | 83.81' | 573.60' | 8°22'20" | N86°13'10"E   | 83.74'       |



Digitally signed on: Feb 22, 2017  
Russell J. Geremy  
Russell: A010980300013419C2328509000038C7



EXHIBIT  
K MED LLC

RIGHT-OF-WAY ACQUISITION /TEMPORARY CONSTRUCTION EASEMENT  
NE 1/4 SECTION 11 T50N, R4W, E.M. KOOTENAI CO. IDAHO

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** SAM Investments Temporary Easement and Grant Deed – Ironwood/US-95 Project

=====

**DECISION POINT:**

Should the City Council approve the Temporary Easement and accept the Grant Deed to obtain the access needed for the Ironwood/US-95 intersection project?

**HISTORY:**

Through the Idaho Transportation Department, the US-95/Ironwood Drive intersection improvement project, which includes the US-95/Emma Ave intersection, has been awarded to the successful low bidder. In order to begin construction, the necessary right-of-way and easements must be obtained. Negotiations between the property owner and the City have taken place over the past several months, resulting in this agreement and grant deed.

**FINANCIAL ANALYSIS:**

The budgeted amount for this project adequately covers the necessary amount.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow for construction of the project to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Temporary Easement and accept the Grant Deed for the SAM Investments property. These approvals enable the project to advance to the construction phase.

**GRANT DEED  
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Sam Investments, LLC, whose address is 1250 N. Northwood Center Court, Coeur d'Alene, ID 83814, herein called GRANTOR, for and in receipt of good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 6<sup>th</sup> day of ~~February~~ March, 2017.

SAM INVESTMENTS, LLC

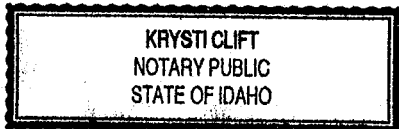
By:

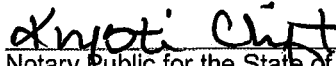
  
John F. Magnuson, Member

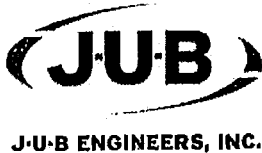
STATE OF IDAHO                    )  
  ) SS  
COUNTY OF KOOTENAI        )

On this 6<sup>th</sup> day of March, 2017, before me a Notary Public, personally appeared John F. Magnuson, known or identified to me to be a Member of Sam Investments, LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



  
Notary Public for the State of Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: 11/13/20



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT  
SAM INVESTMENTS, LLC TO THE CITY OF COEUR D'ALENE  
June 7, 2016

That portion of that certain property described in Warranty Deed dated June 15, 2005 recorded as Instrument No. 1957240, records of Kootenai County, situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South  $01^{\circ}09'53''$  West, a distance of 21.03 feet;

thence leaving said east line and the west right-of-way line of said U.S. Highway 95, North  $88^{\circ}50'07''$  West, a distance of 7.00 feet;

thence North  $01^{\circ}09'53''$  East, a distance of 13.00 feet;

thence North  $89^{\circ}03'49''$  West, a distance of 15.00 feet;

thence North  $00^{\circ}56'11''$  East, a distance of 8.00 feet, more or less, to the north line of said property and the south right-of-way line of Emma Avenue;

thence South  $89^{\circ}03'49''$  East, a distance of 22.03 feet to the POINT OF BEGINNING.

Containing 267 square feet, more or less.

TOGETHER WITH: A Temporary Construction Easement lying adjacent to and southwesterly of the above-described Right-of Way Acquisition, described as follows:

Commencing at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South  $01^{\circ}09'53''$  West, a distance of 21.03 feet; thence leaving said east line and the west right-of-way line of U.S. Highway 95, North  $88^{\circ}50'07''$  West, a distance of 7.00 feet to the POINT OF BEGINNING.

thence North  $88^{\circ}50'07''$  West, a distance of 14.95 feet;

thence North  $00^{\circ}56'11''$  East, a distance of 12.94 feet;

thence South  $89^{\circ}03'49''$  East, a distance of 15.00 feet;

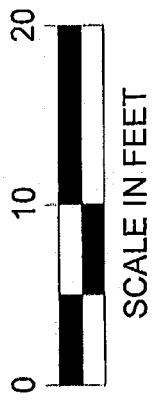
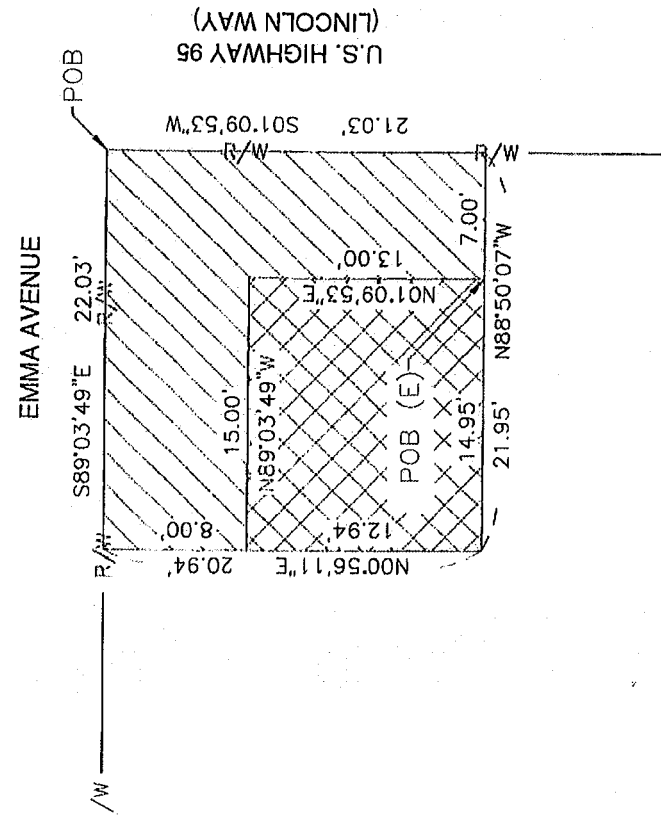
thence South  $01^{\circ}09'53''$  West, a distance of 13.00 feet to the POINT OF BEGINNING.

Containing 194 square feet or, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



Digitally Signed:  
Jun 09, 2016



**LEGEND**

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
- RIGHT-OF-WAY ACQUISITION, 267 SQ. FT. (0.006 ACRES)±
- TEMPORARY CONSTRUCTION EASEMENT, 194 SQ. FT. (0.005 ACRES)±

*Jeremy J. Russell*  
 PROFESSIONAL LAND SURVEYOR  
 LICENSED  
 13419  
 STATE OF IDAHO  
 RUSSELL  
 Digitally Signed on:  
 Jun 09, 2016



EXHIBIT  
 SAM INVESTMENTS, LLC  
 RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT  
 SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 6<sup>th</sup> day of ~~February~~ March, 2017, between Sam Investments, LLC, whose address is 1250 N. Northwood Center Court, Coeur d'Alene, ID 83814, herein called GRANTOR, and the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTOR herein delivers to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for right-of-way purposes.

NOW THEREFORE, the parties agree as follows:

1. Grantor shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. The Grantee agrees it will hold the Grantor harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the Grantee's construction, maintenance and operation of the Temporary Construction Easement. The Grantor agrees it will hold the Grantee harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the Grantor's negligence of its agents or employees, with respect to the property which is subject to the Temporary Construction Easement.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.
4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantor's use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantee's temporary easement rights or impede the progress of the construction, without written consent of the Grantee.

6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.
8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.
9. The Grantor shall hire and pay the sign company for the sign, curbing, and landscaping.
10. The Grantee shall coordinate and manage the installation of the new sign, curbing, and landscaping with the Grantor, sign company, and general contractor.
11. The parties agree the replacement road side sign shall be new and of the same type, quality, and general size as the existing sign.
12. The parties agree the new sign may need to be taller, slightly shifted to the east or west than the existing sign to maintain visibility due to the new traffic signal. All costs associated with making the new sign taller or shifting the sign east or west shall be the responsibility of the Grantee and within City sign regulations.
13. The aesthetics (two color text and text height on single color background with one IPC logo provided by owner) shall be similar as the existing sign, but the Grantor will be provided an opportunity to review the new layout prior to construction and installation of the sign.
14. The parties agree there is one (1) existing non- conforming parking space near the proposed traffic signal pole and the non-conforming parking space may be altered as a result of the project.
15. The Parties agree that if the Grantor loses any parking spaces including the existing non-conforming parking space as a result of the project the grantor and successors shall not be adversely impacted by the Grantee 's parking code, standards, etc. for the existing building. If the Grantor and successor submits a future building permit to modify the existing facility but does not increase the total square footage, the Grantor shall not be adversely impacted by the Grantee 's parking code, standards, etc. for the loss of parking for this project.



16. Grantee will pay Grantors for this Temporary Easement as itemized below:


|  |                    |
|--|--------------------|
| Right-of-way (267 sf x 10 sf)                              | \$2,670.00         |
| Temporary Construction Easement<br>(194 sf x 10 sf x 0.10) | \$194.00           |
| Sign Replacement, Curbing, and<br>Landscaping              | \$11,550.00        |
| Administrative Settlement                                  | \$500.00           |
| <b>TOTAL CONSIDERATION:</b>                                | <b>\$14,914.00</b> |

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

CITY OF COEUR D'ALENE

SAM INVESTMENTS, LLC

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

By:   
John F. Magnuson, Member

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF KOOTENAI    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared \_\_\_\_\_, known or identified to me to be a representative of the City of Coeur d'Alene, and, acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

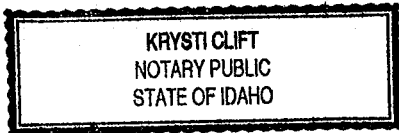
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
COUNTY OF KOOTENAI )

On this 6<sup>th</sup> day of February, 2017, before me a Notary Public, personally appeared John F. Magnuson, known or identified to me to be a Member of the Sam Investments, LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



Krysti Clift  
Notary Public for the State of Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: 11/13/20



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT  
SAM INVESTMENTS, LLC TO THE CITY OF COEUR D'ALENE  
June 7, 2016

That portion of that certain property described in Warranty Deed dated June 15, 2005 recorded as Instrument No. 1957240, records of Kootenai County, situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South 01°09'53" West, a distance of 21.03 feet;

thence leaving said east line and the west right-of-way line of said U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet;

thence North 01°09'53" East, a distance of 13.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence North 00°56'11" East, a distance of 8.00 feet, more or less, to the north line of said property and the south right-of-way line of Emma Avenue;

thence South 89°03'49" East, a distance of 22.03 feet to the POINT OF BEGINNING.

Containing 267 square feet, more or less.

TOGETHER WITH: A Temporary Construction Easement lying adjacent to and southwesterly of the above-described Right-of Way Acquisition, described as follows:

Commencing at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South 01°09'53" West, a distance of 21.03 feet; thence leaving said east line and the west right-of-way line of U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet to the POINT OF BEGINNING.

thence North 88°50'07" West, a distance of 14.95 feet;

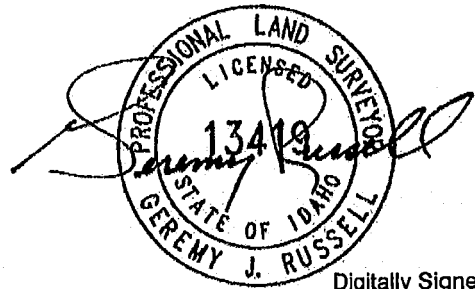
thence North 00°56'11" East, a distance of 12.94 feet;

thence South 89°03'49" East, a distance of 15.00 feet;

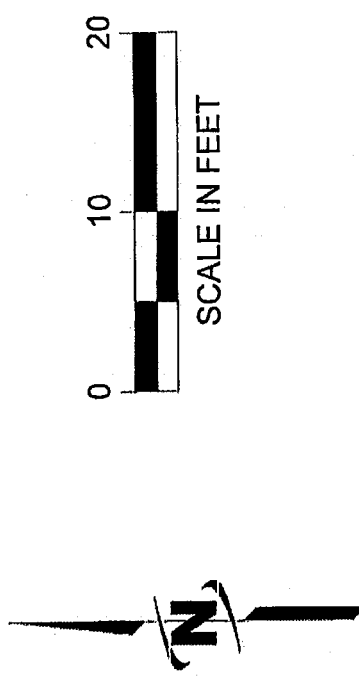
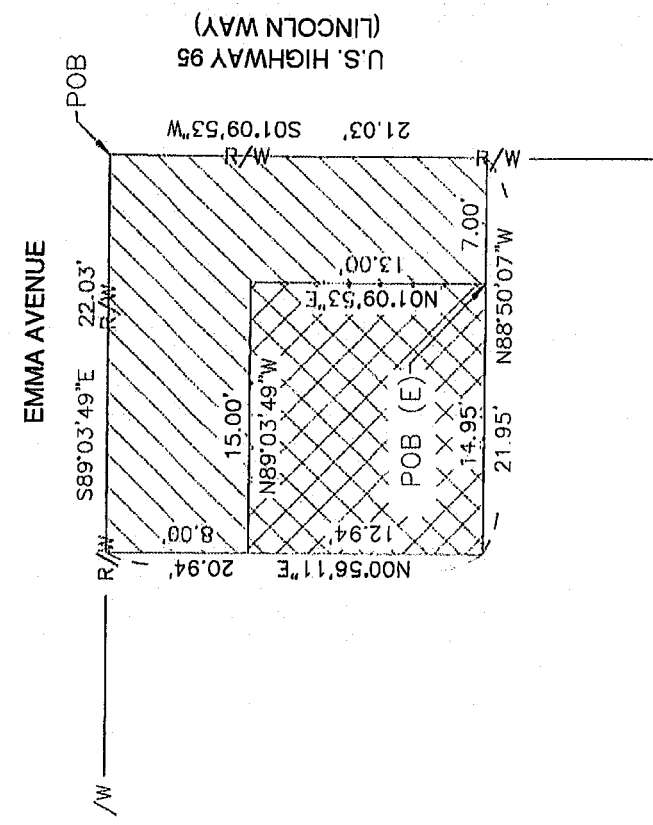
thence South 01°09'53" West, a distance of 13.00 feet to the POINT OF BEGINNING.

Containing 194 square feet or, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



Digitally Signed:  
Jun 09, 2016



*Jeremy T. Russell*

PROFESSIONAL LAND SURVEYOR  
 LICENSED 13419  
 STATE OF IDAHO  
 GEREY T. RUSSELL

Digitally Signed on:  
 Jun 09, 2016

- LEGEND**
- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
  - POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
  - RIGHT-OF-WAY ACQUISITION, 267 SQ. FT. (0.006 ACRES)±
  - TEMPORARY CONSTRUCTION EASEMENT, 194 SQ. FT. (0.005 ACRES)±

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Grant of Easement from the Coeur d’Alene Tribe and Kootenai County –  
Seltice Way

=====

**DECISION POINT:**

Should the City Council accept the Grant of Easement from the Coeur d’Alene Tribe and Kootenai County?

**HISTORY:**

The City was awarded Federal funding through the Idaho Transportation Department to construct a shared-use path on the south side of Seltice Way from the Centennial Trail to Northwest Boulevard. In order to connect to the Centennial Trail, an easement is required at the edge of the Coeur d’Alene Tribe/Kootenai County owned parcels where the future transit center is planned to be located.

**FINANCIAL ANALYSIS:**

There is no fee for this grant.

**PERFORMANCE ANALYSIS:**

Acceptance of this Grant of Easement will allow for the shared-use path connection to the Centennial Trail, scheduled to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to accept the Grant of Easement from the Coeur d’Alene Tribe and Kootenai County for construction of a shared-use path along Seltice Way.

Recorded at the Request of:

City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

---

## GRANT OF EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between KOOTENAI COUNTY and THE COEUR D'ALENE TRIBE, hereinafter collectively called the GRANTORS, and the CITY OF COEUR D'ALENE, hereinafter called the GRANTEE.

WHEREAS, the GRANTORS own certain real property identified as the Transit Center, Riverstone, Coeur d'Alene, Kootenai County, Idaho, hereinafter called the Servient Estate; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, replacement, and use of a trail, which will be used by the GRANTEE on, in, through, under, upon, across and over that portion of the Servient Estate hereinafter described; and

WHEREAS, KOOTENAI COUNTY and THE COEUR D'ALENE TRIBE have found that the granting of such an easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this INDENTURE witnesseth that, GRANTORS hereby grant to GRANTEE an easement over and across the Servient Estate for use by the public, including but not limited to pedestrians and bicyclists, for the construction, installation, operation, maintenance, repair, replacement, and use of a trail, such easement being on, in, through, under, upon, across and over that portion of the Servient Estate hereinafter called the PREMISES, containing 6,372 square feet in Lot 1, more or less, and more specifically described in **Exhibit "A"** map and **Exhibit "B"** legal description, attached hereto and made a part hereof; and containing 3,226 square feet in Lot 2, more or less, and more specifically described in **Exhibit "C"** map and **Exhibit "D"** legal description, attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. CONSIDERATION. In consideration for this Easement, the GRANTEE shall pay the GRANTORS the one-time sum of \$1.00 each, the receipt of which is hereby acknowledged.

2. ACCESS BY GRANTEE. The GRANTORS grant to the GRANTEE the right to use the PREMISES, together with the necessary rights of ingress and egress.

3. USE BY GRANTORS. The GRANTORS may use the PREMISES of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this Easement.

4. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This Easement is subject to all existing easements, all other outstanding rights, recorded and unrecorded, and to all such utility lines, roadways, or other improvements as may be located on, in, under, across, through and over the PREMISES, and to the right of the GRANTORS to grant such additional easements and rights of way on, in, under, across, through and over the PREMISES as they shall determine to be in the public interest, provided that such additional easements and rights of way will not unreasonably interfere with the GRANTEE's use of the PREMISES in accordance with this Easement.

5. APPROVAL OF PLANS. All work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, replacement, and use of the trail shall be done without cost or expense to the GRANTORS and in accordance with plans previously approved by the GRANTORS.

6. RESTORATION. Upon completion of any work performed in or upon the PREMISES, GRANTEE, at its own expense, shall remove all equipment and unused or surplus materials, if any, and shall maintain the PREMISES in a manner satisfactory to the GRANTORS.

7. PROTECTION AND MAINTENANCE OF PREMISES. The GRANTEE, at its own cost and expense, shall maintain the PREMISES and the trail in good condition at all times and shall promptly make all repairs that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the trail.

8. DAMAGE TO THE PREMISES. GRANTEE, at its expense, shall repair or restore any damage to GRANTORS' property that may occur during the construction, operation, maintenance, repair, replacement, and use of the trail in a manner satisfactory to the GRANTORS. GRANTEE, its employees, authorized agents and contractors shall reimburse the GRANTORS for any and all actual costs, direct and indirect, incurred by the GRANTORS as a result of any damage to the PREMISES caused by their individual or collective actions.

9. APPLICABLE RULES AND REGULATIONS. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GRANTORS to assure that the exercise of those rights will not unreasonably interfere with the GRANTORS' activities at the Servient Estate. The GRANTEE shall adhere to all GRANTORS' imposed security rules and regulations in the exercise of such rights.

10. GRANTEE'S RESPONSIBILITY. The GRANTORS shall not be responsible for damages to property or injuries to persons that may arise from, or be incident to, the use and occupation of the PREMISES by the GRANTEE, or for damages to the property or injuries to the persons of the GRANTORS' officers, agents, servants, or employees, or others who may be on the PREMISES at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.* and/or other applicable law .

11. ENVIRONMENTAL PROVISIONS.

a. GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the PREMISES.

b. GRANTEE shall be, at its sole cost and expense, solely responsible for obtaining any environmental permits required for its activities on the PREMISES.

c. GRANTORS' rights under this Easement specifically include the right for its representatives to inspect the PREMISES for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GRANTORS are responsible for enforcing them. The inspections shall be made without prejudice to the right of duly constituted enforcement officials to make them. The GRANTEE shall have no claim on account of any entries against the GRANTORS or any of their officers, agents, employees, contractors, or subcontractors.

d. Storage, treatment, or disposal of toxic hazardous materials on the PREMISES is prohibited.

e. The GRANTEE shall be solely responsible for the release, or substantial threat of a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity under this Easement, and any preceding easements, licenses, or rights-of-way. Any reporting, containment, removal, or other remedial action relating to a release or threat of release required by law or regulation shall also be the responsibility of the GRANTEE.



f. The GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the Resource Conservation Recovery Act (RCRA) Corrective Action Program during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will be, to the extent practicable, coordinated with representatives designated by the GRANTORS. The GRANTEE shall have no claim on account of any entries against the GRANTORS or their officers, agents, employees, contractors, or subcontractors. In addition, GRANTEE shall comply with all applicable Federal, state and local occupational safety and health regulations.

g. The GRANTEE shall strictly comply with the hazardous waste permit, storage, handling, and disposal requirements under Title 31, chapter 44, Idaho Code and the Kootenai County Solid Waste Ordinance. The GRANTEE must provide at its own expense any hazardous waste storage facilities, complying with all laws and regulations that it may need for storage. Installation hazardous waste storage facilities will not be available to the GRANTEE.

h. GRANTEE shall manage the natural and cultural resources on the PREMISES in a manner that is consistent with the philosophies and supportive of the objectives of GRANTORS. GRANTEE shall identify any activity that may affect federally regulated resources (listed species, wetlands, waters of the United States, etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.

i. GRANTEE shall, during the construction, installation, operation, maintenance, repair, and use of the trail, upon inadvertently discovering Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, as those terms are defined in 43.C.F.R. § 10.2(d), immediately notify by telephone the GRANTORS. The GRANTEE shall cease all activity in the area of the inadvertent discovery until directed otherwise by the GRANTORS. Additionally, the GRANTEE shall take all reasonable efforts to protect any Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2(d).

12. FAILURE TO INSIST ON COMPLIANCE. The failure of the GRANTORS to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of GRANTORS' right to the future performance of any such terms, covenants or conditions and GRANTEE's obligations for their future performance shall continue in full force and effect.

13. ENVIRONMENTAL CONDITION OF PROPERTY.

a. For purposes of this Easement applicable environmental laws include, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as well as corresponding state laws, regulations and ordinances.

b. The GRANTEE will provide verbal notice to the GRANTORS within 24 hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of Applicable Environmental Laws on the PREMISES. The GRANTORS may direct the GRANTEE to make a detailed written report of the facts and circumstances underlying the alleged noncompliance or violation. Without limitation of the foregoing, the GRANTORS, in response to acts or omissions of the GRANTEE, its agents, or contractors may, in its discretion, take action to remedy contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

14. ASSIGNMENT / TRANSFER OF RIGHTS. The GRANTEE shall not transfer or assign this Easement or any interest in it, or otherwise make any portion of, or rights in, the PREMISES available to any party without the prior written consent of the GRANTORS.

15. TERMINATION.

a. If, at any time, the GRANTORS determine that the trail, or any portion thereof, unduly interferes with any Transit Center activities, the GRANTORS shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate the interference.

b. All or any part of this Easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use of those rights for a period of two consecutive years.

16. SURRENDER. Upon any termination or expiration of this Easement, the GRANTEE, at its own expense and risk, shall promptly remove, to the extent required by the GRANTORS, improvements, fixtures, and equipment installed or constructed hereunder, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. The restoration shall be done in a manner satisfactory to the

GRANTORS and in accordance with applicable laws and regulations. If the GRANTEE fails to remove the property as required by the GRANTORS, all improvements, chattels, and other items abandoned by the GRANTEE become GRANTOR property ninety (90) days following the date of termination or expiration. If the GRANTORS incur any cost to remove the items abandoned by the GRANTEE, the GRANTEE shall reimburse the GRANTORS for any and all actual costs, direct and indirect, incurred.

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed by their duly authorized representatives as of the day and year first written above.

**GRANTOR:  
KOOTENAI COUNTY**

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

Chairman, Board of Commissioners  
Kootenai County

STATE OF IDAHO            )  
COUNTY OF KOOTENAI )

Subscribed and sworn before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

My Commission Expires \_\_\_\_\_.

GRANTOR:  
COEUR D'ALENE TRIBE

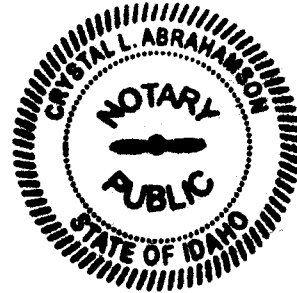
By: [Signature]  
CHIEF ALLAN  
Chairman, Coeur d'Alene Tribal Council

STATE OF IDAHO )  
COUNTY OF KOOTENAI )

Subscribed and sworn before me  
This 13<sup>th</sup> day of January, 2017.

[Signature]

My Commission Expires 07/23/2018.



GRANTEE:  
CITY OF COEUR D'ALENE

By: \_\_\_\_\_  
STEVE WIDMYER  
Mayor, City of Coeur d'Alene

STATE OF IDAHO )  
COUNTY OF KOOTENAI )

Subscribed and sworn before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

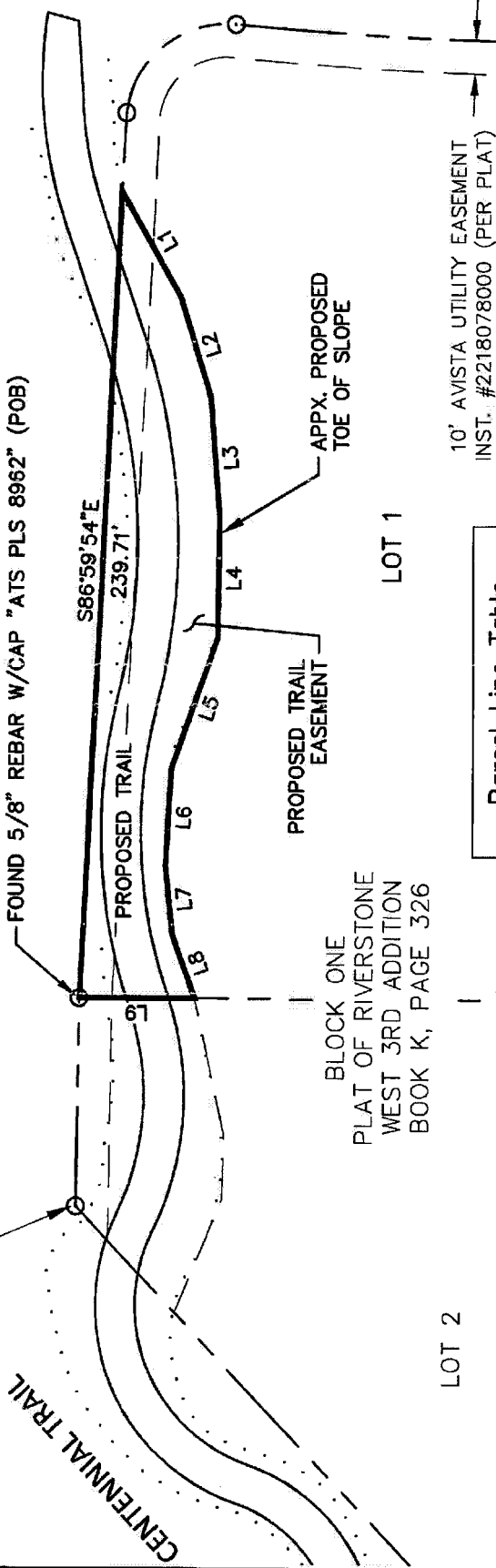
\_\_\_\_\_

My Commission Expires \_\_\_\_\_.

**SELTICE WAY**

FOUND 5/8" REBAR  
W/CAP "LS 8076"

FOUND 5/8" REBAR W/CAP "ATS PLS 8962" (POB)



LOT 1

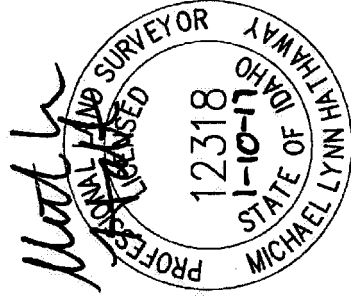
BLOCK ONE  
PLAT OF RIVERSTONE  
WEST 3RD ADDITION  
BOOK K, PAGE 326

LOT 2

10' AVISTA UTILITY EASEMENT  
INST. #2218078000 (PER PLAT)

RIVERSTONE DRIVE

| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L1                | 36.14  | S60°44'09"W |
| L2                | 31.45  | S73°18'50"W |
| L3                | 35.07  | S85°50'44"W |
| L4                | 35.75  | N89°18'39"W |
| L5                | 40.88  | N70°23'03"W |
| L6                | 29.01  | N86°22'59"W |
| L7                | 20.37  | S84°07'27"W |
| L8                | 20.52  | S70°29'19"W |
| L9                | 34.74  | N0°06'36"E  |



SCALE: 1"=50'

**WELCH-COMER**  
ENGINEERS | SURVEYORS

www.welchcomer.com  
350 E. Kathleen Ave.  
Coeur d'Alene, ID 83815

208-664-9382  
(toll free) 877-815-5672  
(fax) 208-664-5946

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& Associates, Inc.

EXHIBIT A - PROPOSED TRAIL EASEMENT  
LOT 1, BLOCK ONE  
RIVERSTONE WEST 3RD ADDITION  
SEC 10, T50N, R4W, BM, KOOTENAI CO, ID

PROJECT NO.: 41239  
DESIGNED BY: MLH  
DRAWN BY: JNM  
DWG NAME: 41239EX02A.DWG  
DATE: JANUARY 10, 2017  
SHEET NO.: 1 OF 1

## EXHIBIT B - PROPOSED TRAIL EASEMENT DESCRIPTION

That portion of Lot 1, Block One, Riverstone West 3<sup>rd</sup> Addition, recorded in Book K of Plats, Page 326, records of Kootenai County, located in the northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

**BEGINNING** at a 5/8" rebar and cap stamped "ATS PLS 8962" marking the northwest corner of said Lot 1;

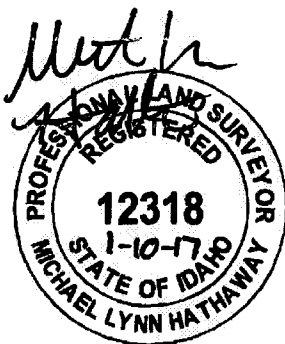
Thence along the North line of said Lot 1 South 86°59'54" East a distance of 239.71 feet to the toe of a proposed slope for the construction of a trail;

Thence along said proposed toe of slope through the following 8 courses:

1. South 60°44'09" West a distance of 36.14 feet;
2. South 73°18'50" West a distance of 31.45 feet;
3. South 85°50'44" West a distance of 35.07 feet;
4. North 89°18'39" West a distance of 35.75 feet;
5. North 70°23'03" West a distance of 40.88 feet;
6. North 86°22'59" West a distance of 29.01 feet;
7. South 84°07'27" West a distance of 20.37 feet;
8. South 70°29'19" West a distance of 20.52 feet to the West line of said Lot 1;

Thence along said West line of Lot 1 North 0°06'36" East a distance of 34.74 feet to the **POINT OF BEGINNING**:

Containing 6,372 square feet, more or less.



**SELTICE WAY**

FOUND 5/8" REBAR W/CAP "LS 8076"

CENTENNIAL TRAIL

FOUND 5/8" REBAR W/CAP "ATS PLS 8962" (POB)

S89°14'45"E

62.00'

PROPOSED TRAIL

5

N46°39'59"E

43.57'

L1

L2

L3

L4

PROPOSED TRAIL EASEMENT

APPX. PROPOSED TOE OF SLOPE

10' AVISTA UTILITY EASEMENT  
INST. #2218078000 (PER PLAT)

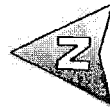
LOT 1

RIVERSTONE DRIVE

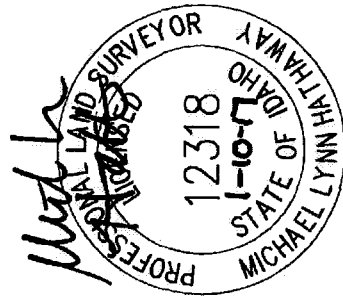
| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L1                | 34.74  | S0°09'36"W  |
| L2                | 41.68  | S77°36'43"W |
| L3                | 18.85  | N88°35'16"W |
| L4                | 36.89  | N67°28'00"W |

BLOCK ONE  
PLAT OF RIVERSTONE  
WEST 3RD ADDITION  
BOOK K, PAGE 326

LOT 2



SCALE: 1"=50'



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**WELCH-COMER**  
ENGINEERS | SURVEYORS

www.welchcomer.com  
350 E. Kathleen Ave.  
Coeur d'Alene, ID 83815

208-664-9382  
(toll free) 877-815-5672  
(fax) 208-664-5946

EXHIBIT C - PROPOSED TRAIL EASEMENT  
LOT 2, BLOCK ONE  
RIVERSTONE WEST 3RD ADDITION  
SEC 10, T50N, R4W, BM, KOOTENAI CO, ID

PROJECT NO.: 41239  
DESIGNED BY: MLH  
DRAWN BY: JNM  
DWG NAME: 41239EX02C.DWG  
DATE: JANUARY 10, 2017  
SHEET NO.: 1 OF 1

## EXHIBIT D - PROPOSED TRAIL EASEMENT DESCRIPTION

That portion of Lot 2, Block One, Riverstone West 3<sup>rd</sup> Addition, recorded in Book K of Plats, Page 326, records of Kootenai County, located in the northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

**BEGINNING** at a 5/8" rebar and cap stamped "ATS PLS 8962" marking the northeast corner of said Lot 2;

Thence along the East line of said Lot 2 South 0°06'36" West a distance of 34.74 feet to the toe of a proposed slope for the construction of a trail;

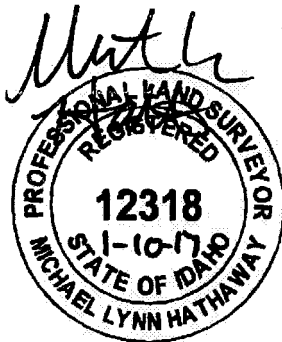
Thence along said proposed toe of slope through the following 3 courses:

1. South 77°36'43" West a distance of 41.68 feet
2. North 88°35'16" West a distance of 18.85 feet;
3. North 67°28'00" West a distance of 36.89 feet to the northwesterly line of said Lot 2;

Thence along said northwesterly line of Lot 2 North 46°39'59" East a distance of 43.57 feet to a 5/8" rebar and cap stamped "LS 8076";

Thence along the North line of said Lot 2 South 89°14'45" East a distance of 62.00 feet to the **POINT OF BEGINNING**;

Containing 3,226 square feet, more or less.

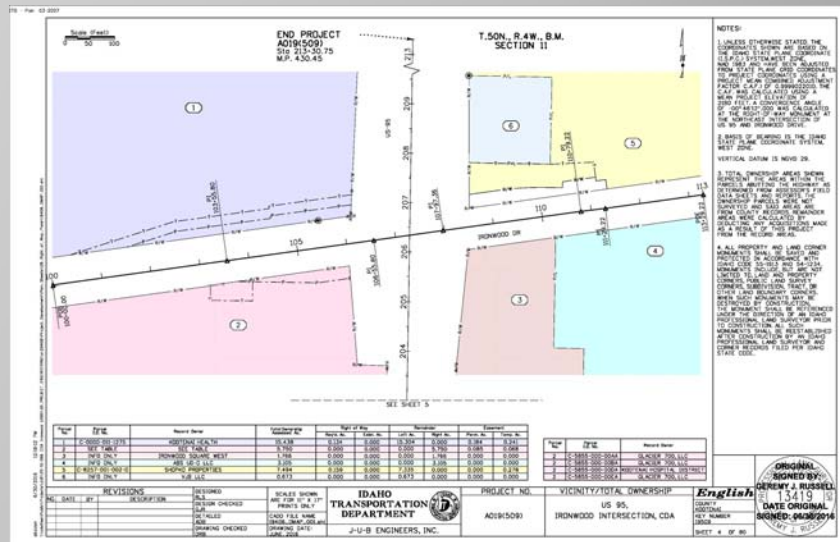




# US-95/Ironwood Drive Intersection Improvements K-Med R/W, Easement, and Deed



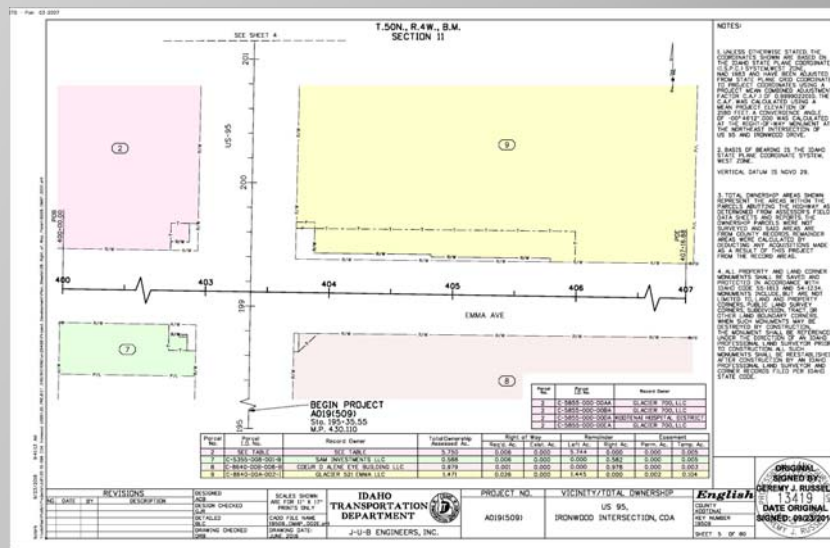
# US-95/Ironwood Drive Intersection Improvements K-Med R/W, Easement, and Deed



# US-95/Emma Ave Intersection Improvements SAM Investments Easement and Deed



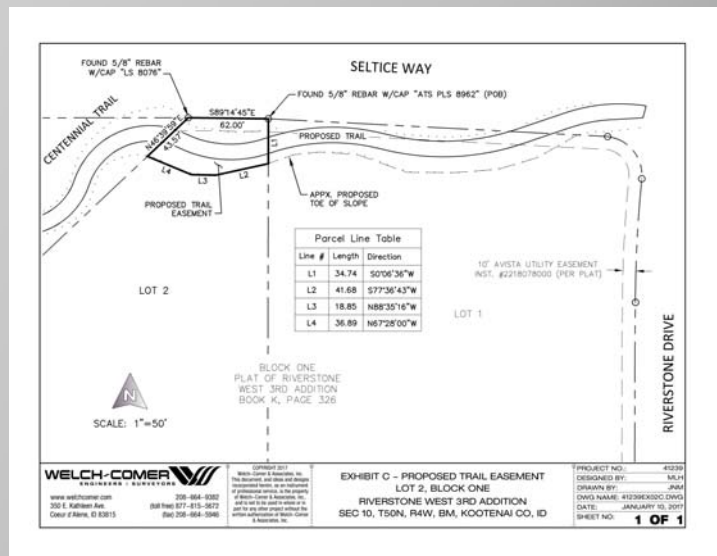
# US-95/Emma Ave Intersection Improvements SAM Investments Easement and Deed



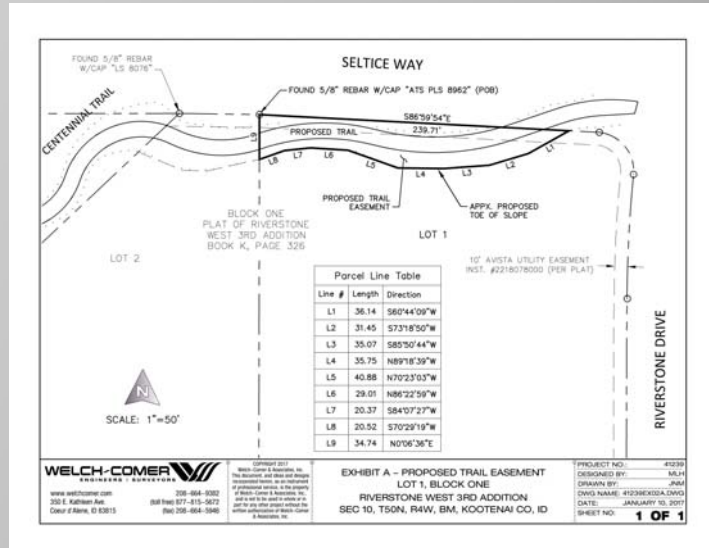
# Seltice Way Shared-use Path Construction Coeur d'Alene Tribe Easement



# Seltice Way Shared-use Path Construction Coeur d'Alene Tribe Easement



# Seltice Way Shared-use Path Construction Coeur d'Alene Tribe Easement



# Public Works

## STAFF REPORT

**DATE:** March 08, 2017  
**FROM:** Kim Harrington, Assistant Project Manager  
**SUBJECT:** Cooperative Funding Agreement for the 2017 Chip Seal Project

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### DECISION POINT

Staff is requesting the City Council to approve a Cooperative Funding Agreement (attached) with the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2017 Chip Seal Project.

### HISTORY

This is the second year of the City of Coeur d'Alene's Chip Seal program (see attached for locations). Our consultant, Welch Comer Engineering, is tasked with the design, bid, and construction phase services for all the participating municipalities.

### FINANCIAL ANALYSIS

The Chip Seal program is a part of the City of Coeur d'Alene's Overlay program and is a budgeted item. The budget amount for the chip seal program is approximately \$199,000.00. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Coeur d'Alene will be the lead and will coordinate with the other city participants.

### PERFORMANCE ANALYSIS

Approving this Cooperative Funding Agreement for the Chip Seal Program will provide clarity for all parties and provide the terms of the funding, work performed, and the management of the project. The Project will begin in late July or August.

### RECOMMENDATION

Staff recommends that the City Council and Mayor approve the Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2017 Chip Seal Project.

## COOPERATIVE FUNDING AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is by and between the City of Coeur d'Alene, a municipal corporation of the State of Idaho, (hereinafter "Coeur d'Alene"), whose address is 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814, the City of Dalton Gardens, a municipal corporation of the State of Idaho, (hereinafter "Dalton Gardens"), whose address is 6360 North Fourth Street, Dalton Gardens, Idaho 83815, and the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter "Hayden") whose address is 8930 N Government Way, Hayden, Idaho 83854.

WHEREAS, each City plans and implements annual preventative maintenance activities on its transportation system by installing surface treatments as part of the "2017 Chip Seal Project" (hereinafter "Project") and more specifically described as follows:

### **Coeur d'Alene**

| <i>Road Name and Limits</i>      | <i>Proposed Work Description</i> |
|----------------------------------|----------------------------------|
| Best Hill Meadows Subdivision    | 1/4" chip seal                   |
| Foothills Subdivision            | 1/4" chip seal                   |
| Government Way, Harrison to I-90 | 3/8" chip seal                   |

### **Dalton Gardens**

| <i>Road Name and Limits</i>    | <i>Proposed Work Description</i> |
|--------------------------------|----------------------------------|
| Davenport, Dalton to Deerhaven | 1/4" chip seal                   |
| Colfax, Dalton to Wilbur       | 1/4" chip seal                   |
| Valley, Canfield to Prairie    | 1/4" chip seal                   |

### **Hayden**

| <i>Road Name and Limits</i> | <i>Proposed Work Description</i> |
|-----------------------------|----------------------------------|
|                             |                                  |
|                             |                                  |

; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden let commercial bids and contract with private commercial entities to install surface treatments; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden wish to work cooperatively, combining surface treatment contract bids to realize economy of scale with regard to commercial contract quantities in accordance with Idaho Code section 67-2807; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree that this Process will benefit all parties; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree to pay their respective share of costs for the work items associated with the surface treatments identified for each route in the commercial contract documents.

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden will agree to the acceptance criteria in the Contract Documents so that consistency in determining acceptable or unacceptable work is clear to contractor during construction.

NOW THEREFORE, this cooperative agreement is entered into between Coeur d'Alene, Dalton Gardens, and Hayden to address the terms of the funding, work, and the management of the Project.

1. Duties of Coeur d'Alene:

- a. Coeur d'Alene will coordinate with Dalton Gardens and Hayden to review and reasonably alter the contract documents to mutual satisfaction.
- b. Coeur d'Alene will not advertise the bid until Dalton Gardens and Hayden concur with the acceptability of the contract documents in writing.
- c. Coeur d'Alene will pay to advertise the project for bids in the paper.
- d. Coeur d'Alene will competitively bid the commercial contract for surface treatments by each party for their respective routes, in accordance with Idaho Code section 67-2805. Once the bids have been opened, but prior to the award of the bid, Coeur d'Alene will review the bids to determine if the bids are within reasonable financial expectations.
- e. Coeur d'Alene will provide the bids to Dalton Gardens and Hayden and will not award the bid until Dalton Gardens and Hayden concur, in writing, to the recommendation of award.
- f. Coeur d'Alene will award the surface treatment contract, execute the agreement with the contractor, administer the contract and manage the project.

2. Duties of Dalton Gardens and Hayden:

- a. Dalton Gardens and Hayden will pay contract costs associated with the surface treatments on their routes.
- b. Dalton Gardens and Hayden will pay for development of their respective share of the contract documents separately through separate contracts.
- c. Dalton Gardens and Hayden will pay for their respective share of construction inspection of surface treatment installation through separate contracts.
- d. Dalton Gardens and Hayden will pay Coeur d'Alene a lump sum amount equal to the bid price for the respective Dalton Gardens and Hayden portions of the Project after the bid opening and prior to the Award of the Contract. Within 60 days of the substantial completion of the Project, Coeur d'Alene will coordinate with Dalton Gardens and Hayden individually to determine if financial adjustment is necessary and settle each respective account accordingly.
- e. If either Dalton Gardens or Hayden fail to provide payment to Coeur d'Alene for their portions of the contract costs, the respective quantities will be removed from the contract and any raise in unit prices due to the Contractor because of the reduction in overall quantity will be borne by the party at fault.

3. Upon completion of the work and acceptance by each party of the work within its own jurisdiction, each party shall be responsible for the future maintenance of those routes receiving surface treatments that are within that party's jurisdiction.
4. This agreement shall be in effect upon its execution by all parties and shall remain in effect until the Project is completed.

**City of Coeur d'Alene**

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

ATTEST:

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

**City of Dalton Gardens**

\_\_\_\_\_  
Steve Roberge, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Anderson, City Clerk

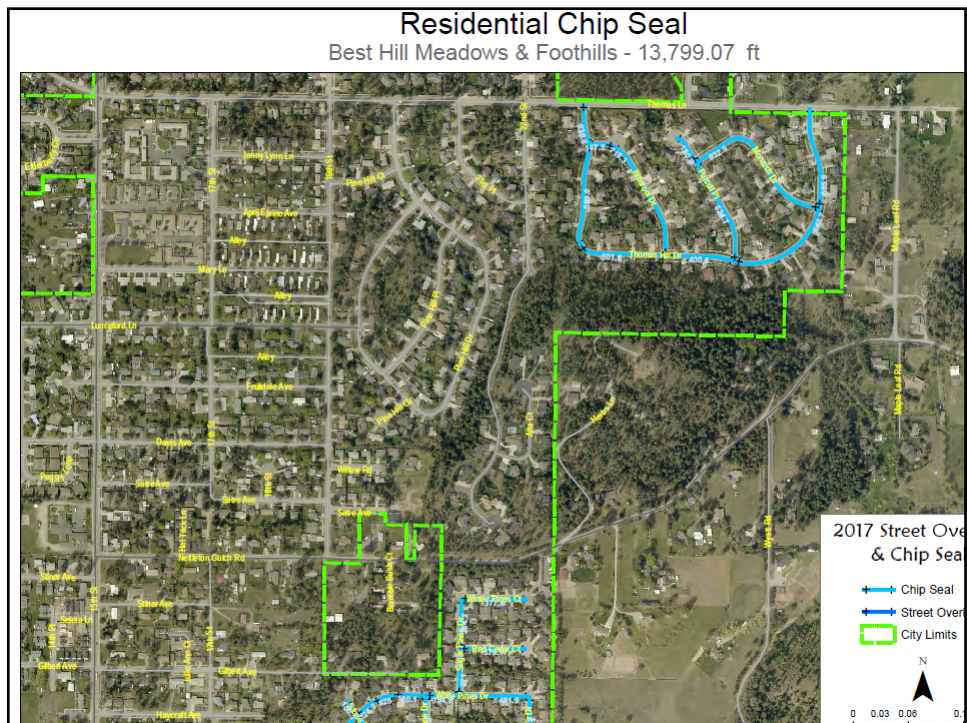
**City of City of Hayden**

\_\_\_\_\_  
Steve Griffiths, Mayor

ATTEST:

\_\_\_\_\_  
Abbi Landis, City Clerk





# 2017 Street Overlay & Chip Seal

- Chip Seal
- Street Overlay
- City Limits

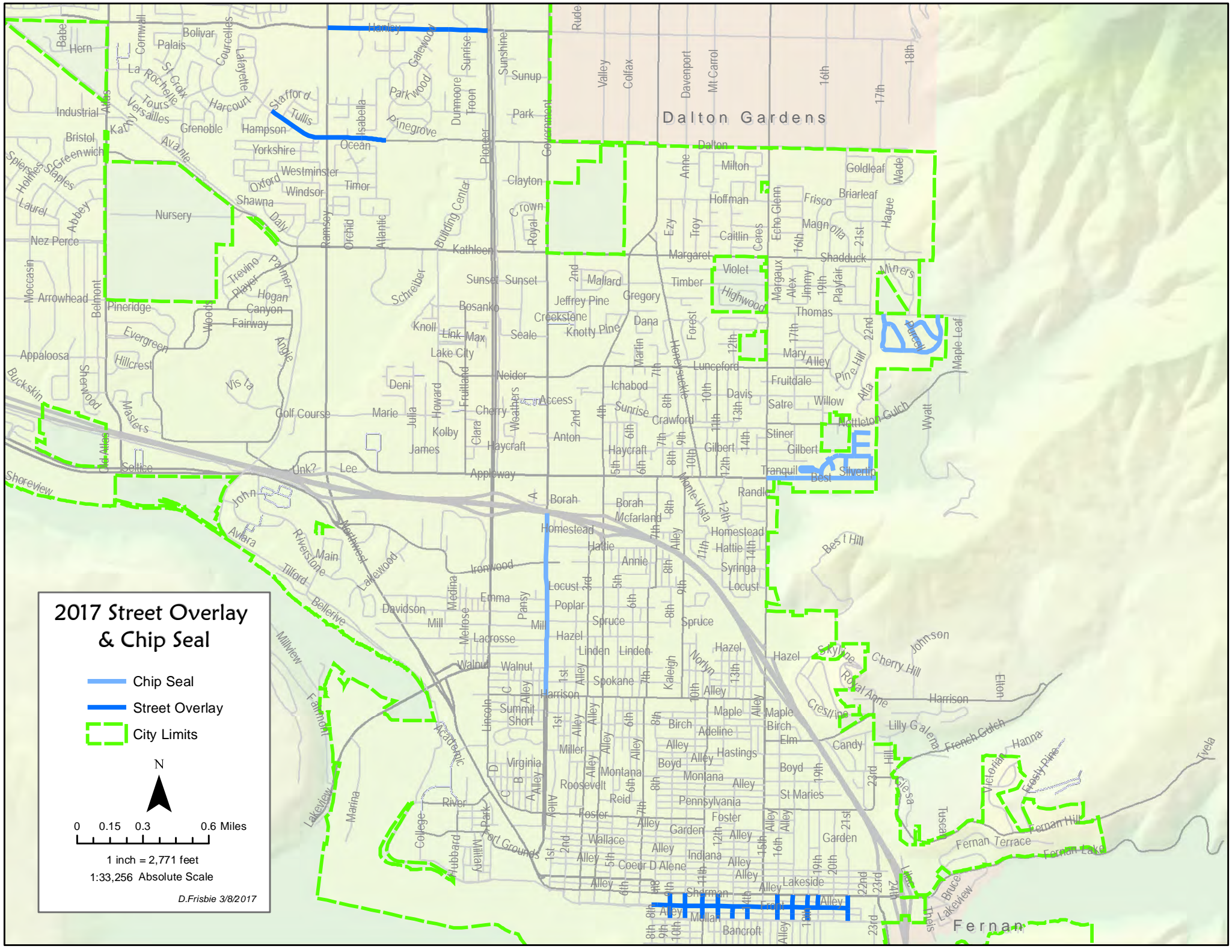


0 0.15 0.3 0.6 Miles

1 inch = 2,771 feet

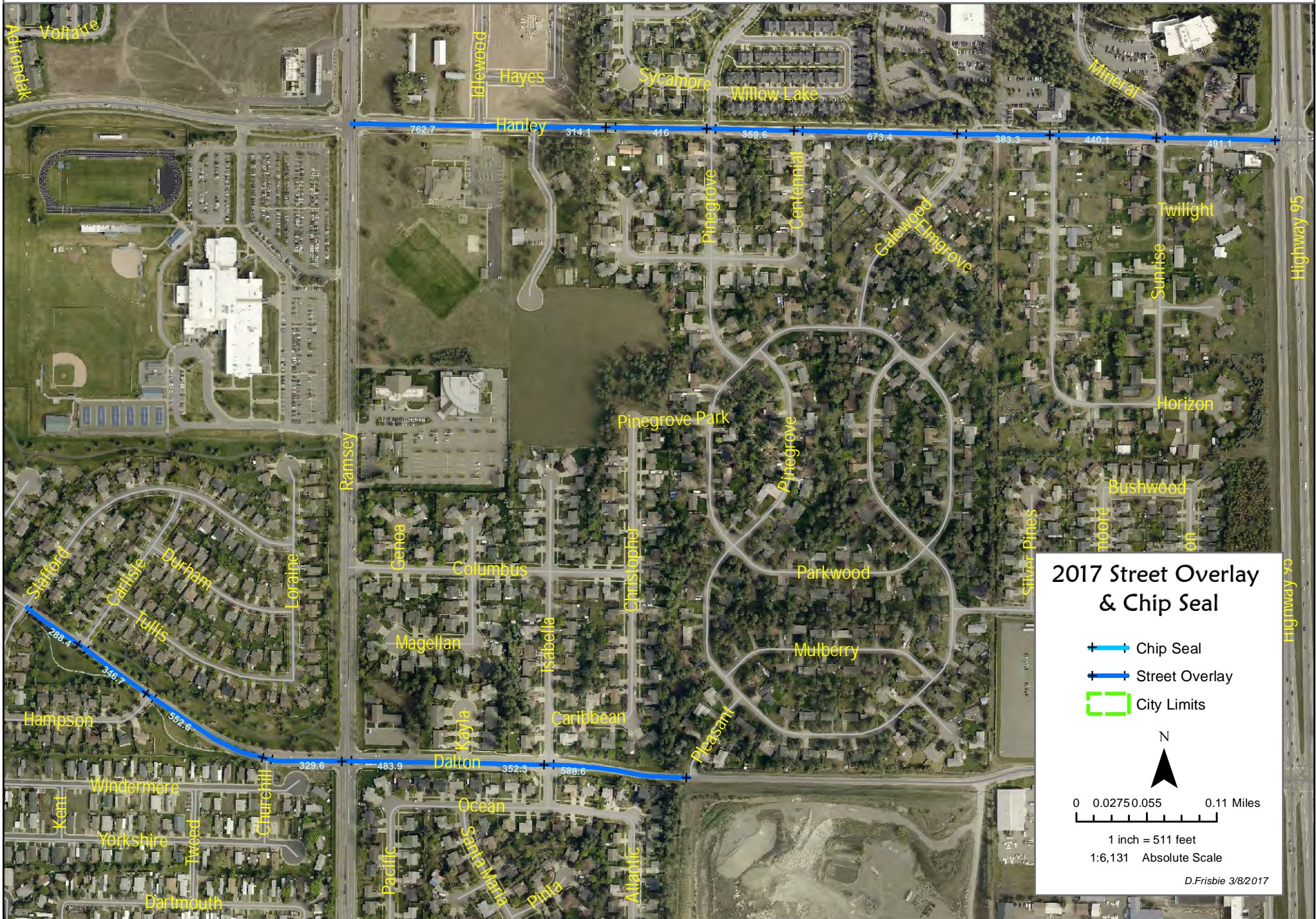
1:33,256 Absolute Scale

D.Frisbie 3/8/2017



# Arterial-Collector Street Overlay

Dalton: Pleasant to Stafford) & Hanley: (Hwy 95 to Ramsey)



**2017 Street Overlay & Chip Seal**

- Chip Seal
- Street Overlay
- City Limits

N

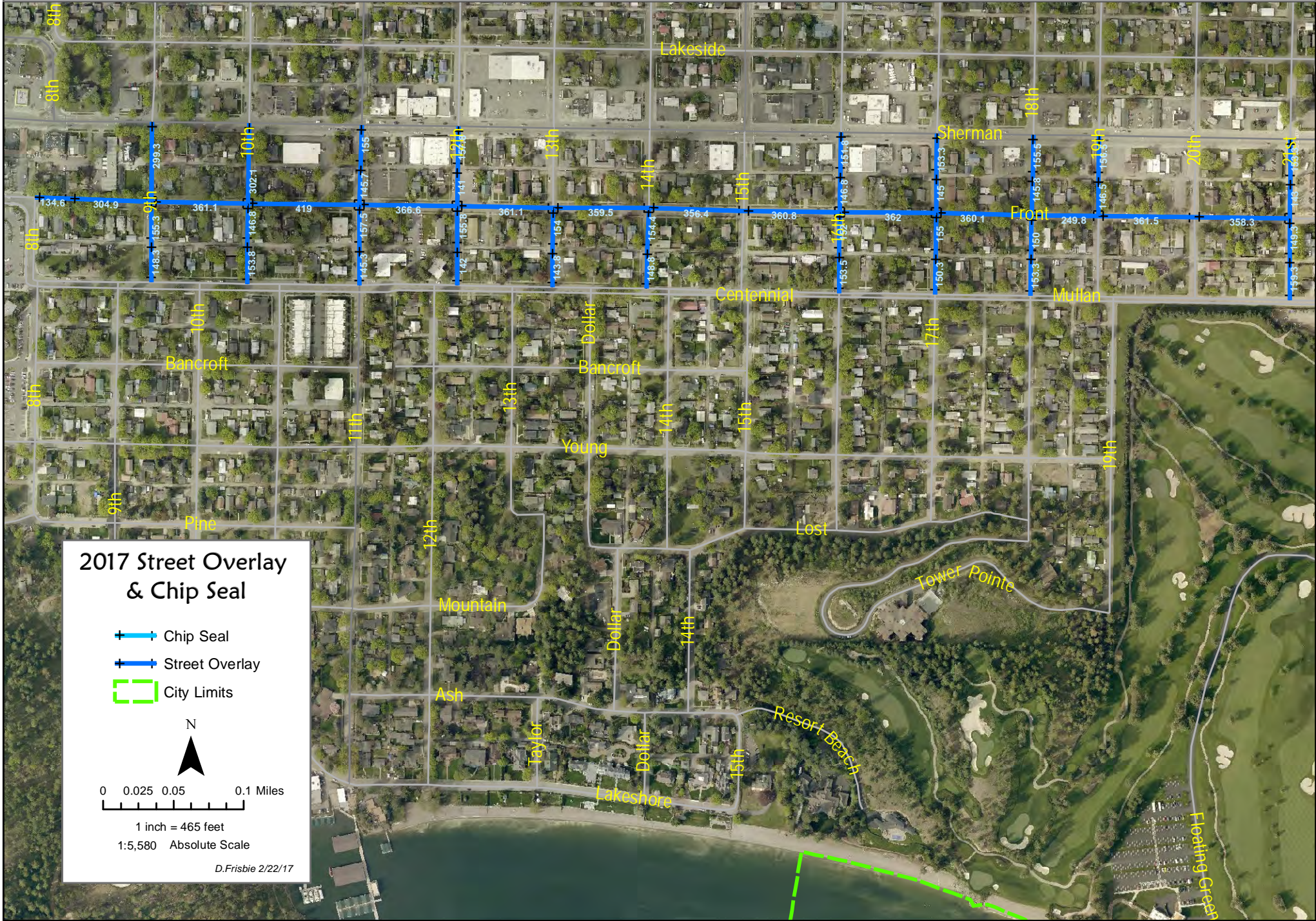
0 0.0275 0.055 0.11 Miles

1 inch = 511 feet  
1:6,131 Absolute Scale

D.Frisbie 3/8/2017

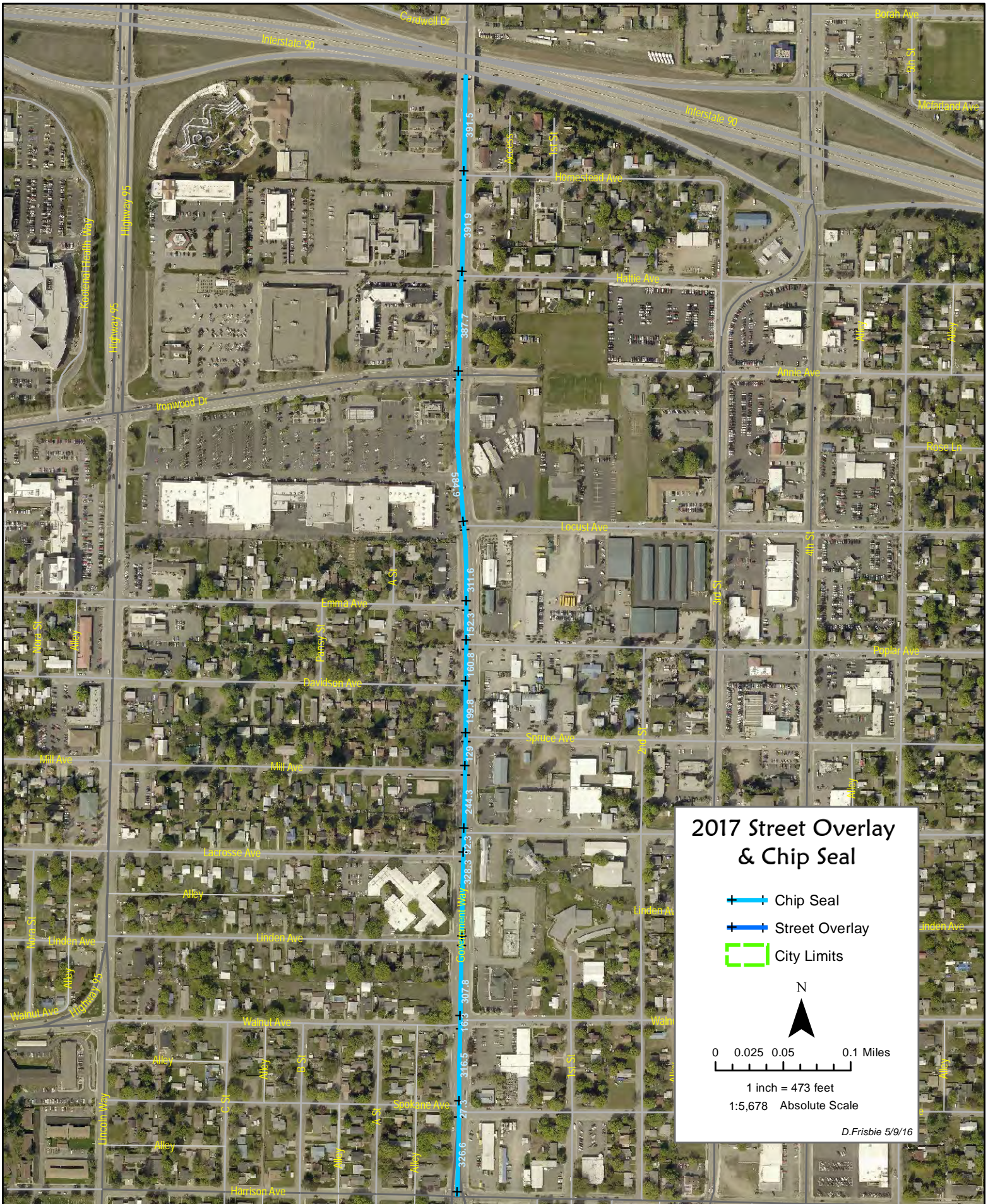
# Residential Street Overlay

Front Ave, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 16th St, 17th St, 18th St, 19th St, 21st St - 10,441.72 ft



# Arterial Chip Seal

## Government Way - 4,368.67 ft



# Residential Chip Seal

Best Hill Meadows & Foothills - 13,799.07 ft

