



Coeur d'Alene

CITY COUNCIL MEETING

February 16, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Edinger, English, Evans, Gookin, McEvers, Miller

PRESENTATIONS



To: Mayor & City Council, Coeur d'Alene, Idaho

From: Denny Davis, Chair, **ignite cda** Board of Directors
Tony Berns, **ignite cda** Executive Director

Re: **ignite cda** 2015 Annual Report

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report for the Coeur d'Alene Urban Renewal Agency, dba **ignite cda** ("Agency"), activities for the period January 1, 2015 through December 31, 2015. Included in this packet is a fiscal year-end 2015 financial statement setting forth the Agency's assets, liabilities, income and operating expenses.

2015 Overview

The following Agency Vision & Mission statements, along with the listed Agency strategic foci, drive the Agency's business model and guide the development of the Board's annual tactical goals:

Vision: to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Mission: to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.

ignite cda Strategic (long-term) Goal Foci

(goals are listed in no specific order of importance)

➤ **Education:**

- Facilitate the future utilization of the **Higher Education Campus (HEC)** in partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - Including possible **ignite cda** partnership efforts focused on the **“Four (4) Corner Area”** (defined as the area of publicly owned property adjoining the Government Way, Northwest Blvd. & Mullan Avenue intersection, north to the Riverstone development).
 - **Support Facilities:** work with NIC, UI, LCSC and other stakeholders to determine the need for possible HEC support facilities both on the HEC and adjacent to the HEC.
 - **Joint Use Building:** work with NIC, UI and LCSC to bring creation of the Joint Use Building, located on the HEC, to fruition.

➤ **Job Creation & Retention**

- Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and retention.

➤ **Housing:**

- **ignite cda** will play a key support role in helping the City achieve its vision for housing in the community, by pursuing housing opportunities in both the Lake and River Districts.
 - Work with The Housing Company and Idaho Housing & Finance Association to evaluate housing opportunities within the Lake and River Districts.

➤ **Public Space: Create New & Enhance Existing Public Space:**

- Partner with **HEC** stakeholders to identify and develop public space opportunities within the HEC area.
 - **Four Corner Area** should be explored for public space opportunities.
- **ignite cda** will partner with stakeholders to encourage **connectivity** of existing and new public space.
- **ignite cda** will continue efforts to secure long-term public access to the lake and river waterfronts (**e.g. Mill River (Johnson) Park**) and continue to leverage public funds to create new public parks (**e.g. Riverstone Park**).
- **Seltice Way Roadway Improvements** – partner with City and other stakeholders to improve the Seltice Way Roadway to facilitate continued River District growth opportunities.
- Continuing Commitments:
 - Continue dialogue with pertinent stakeholders regarding railroad right-of-way property development and connectivity opportunities from the Four Corner area to Mill River.

- **Public Parking:**
 - **ignite cda**, in partnership with the City and the Downtown Association, will help to rationalize and plan for downtown structured parking facilities, possibly including a downtown mixed-use parking facility, and help in rationalizing overall parking needs for the Central Business District (CBD), HEC and Kootenai County campus areas.
- **Midtown Vitalization:**
 - **ignite cda** will partner with the City, Midtown property owners, Midtown businesses, Midtown residents, and Midtown stakeholders on opportunities to enhance the vitality of the Midtown area.
- **Downtown Vitalization:**
 - **ignite cda** will partner with the City, Downtown property owners, the Downtown Association, Downtown residents and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown; e.g. establishment of viable downtown pocket parks, LID partnership endeavors where appropriate (e.g. CDA Avenue improvements from 1st Street eastward).

Following are the Agency’s fiscal year 2016 (FY16) annual tactical goals designed to help achieve the aforementioned longer-term Agency strategic goals.

ignite cda Fiscal Year 2016 (FY16) Tactical Goals

Theme	Committee Responsible	(District) & Success Measures	Status
Public Space	Acquisition Ad hoc: BJ, DP, JD	1) Planning initiated for BNSF RR r-o-w acquisitions	Green
		2) Analyze funding opportunities for public space in both districts	Green
Communication	Communication	1) Community leaders / stakeholders invited regularly to Board meetings	Green
		2) Communication strategy: continued implementation	Green
		3) 1 (stretch 2) ULI-Idaho programs held in CDA in FY16	Green
		4) CDA 2030: partner with other stakeholders to implement action plan	Green
HEC	Ad hoc: SH, DD, JD	1) (Lake): Joint Use Building pursued with higher education institutions	Green
Finance	Finance	1) Continue frequent review of district economic forecasting models	Green
		2) (Lake): Conduct land use planning on Agency owned properties	Green
Parking	Parking	1) (Lake): Downtown parking facility - land assemblage continued	Green
		2) (Lake): Downtown parking facility – timing & scope/scale determined	Green
		3) (Lake): Review 2007 parking study recommendations for relevancy	Green
Housing	Housing	1) (Lake): in conjunction with Finance, determine Midtown property use	Green
		2) Determine opportunities resulting from City’s housing assessment update	Green
Jobs	Jobs	1) Continue health care jobs exploration initiative with partner stakeholders	Green
		2) (River): job creation opportunities explored along Seltice	Green
		3) High tech job partnership opportunities explored	Green

“Status” Key: **Green** = goal is on track for achievement.

The Board's accomplishments in 2015 have produced a strong financial position as reflected in the attached financial statements. Following are updates to key Agency initiatives:

- **BNSF Right of Way Acquisition**

The Agency completed the acquisition of the Burlington Northern Santa Fe (BNSF) fee-owned railroad right of way property located within the Lake & River Districts in 2015. This acquisition was in partnership with the City of CDA's acquisition of the BNSF fee-owned railroad right of way property located in the old Atlas mill site area which resides between the Agency's Lake & River districts. Following the closing of the acquisitions, the Agency gifted to the City of CDA the railroad right of way located in the River District.

- **Four Corner Master Plan: Mullan Road Project Element**

In 2015, the Agency agreed to partner with the City of CDA for the development of the Mullan Road project element of the Four Corner Master Plan located within the Agency's Lake District. The Agency agreed to partnership funding in the amount of \$1.6 million for the initiative, with said funding targeted for fiscal year 2016.

- **Higher Education Campus (HEC) Initiative**

The Agency, in partnership with the City, UI, NIC, LCSC, Fort Grounds Homeowners Association and other community stakeholders, has completed construction of the public infrastructure improvements associated with the HEC initiative. The HEC initiative included new infrastructure (i.e. new roadways, new sewer/water/fiber lines, bike/pedestrian trails) primarily located on the old DeArmond mill site area of the HEC, and two new traffic signals located on Northwest Boulevard; one located at Hubbard Avenue, and one located at River Avenue.

- **Collaborative Education Facility**: In 2015, the Agency, in partnership with the UI, NIC, and LCSC, has agreed to a partnership funding role in fiscal year 2017 for this new facility on the HEC. Funding partners for this initiative at this time include the Idaho State Permanent Building Fund, UI, NIC, LCSC and the Agency. Ground breaking for this facility is anticipated in 2017.

- **Midtown "Place Making"**

In 2009, the Agency, in partnership with the City and Midtown stakeholders, completed the 4th Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4th street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor. During 2015, efforts continued to establish Midtown as a great place to visit/work/live.

- **Housing**

- The Agency, working in partnership with the Idaho Housing and Finance Association (IHFA) and The Housing Company (THC), continued to evaluate the viability of creating a mix-use workforce housing initiative in Midtown. The envisioned mix-use project would have commercial uses at street level, along with two floors of residential workforce housing rental units.

- Whitewater Creek, Inc. (WWC) Federal Tax Credit Initiative:
 - In 2015, the Agency agreed to a reimbursement funding agreement with the WWC development team pertaining to the development of \$280,000 of public space improvements associated with the Riverstone West Apartments III affordable housing initiative located in the Agency’s River District.

- **North Idaho Centennial Trail Foundation (NICTF) Partnership**

Background: In December of 2006, the Agency loaned funds to the NICTF to acquire a 5.25 mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road (“Prairie Trail”). The Prairie Trail asset was the collateral for the Agency loan. Via a land trade process, the following transactions were proposed:

- *Bureau of Land Management (BLM) would assume ownership and long-term management responsibility for the Prairie Trail pedestrian/biking corridor.*
- *NICTF would gain ownership of the BLM-controlled Burlington Northern Santa Fe (BNSF) abandoned railroad right of way in downtown Coeur d’Alene along Northwest Boulevard.*
- *The Agency would have the right to acquire the BNSF railroad right of way property from the NICTF.*

In 2012, the Agency was notified by the BLM that the BLM was withdrawing from their commitment to trade railroad property assets with the NICTF, thus making the Agency’s 2006 proposed trade agreement with NICTF unattainable. The Agency and the NICTF entered into a loan settlement agreement in December, 2012 which ended the Agency’s commitment to the 2006 proposed land acquisition/exchange transaction. Via the loan settlement agreement, the NICTF turned the Prairie Trail property asset over to the Agency via a quitclaim deed in an ‘as is’ condition to satisfy its obligations under the existing loan arrangement. The Agency then simultaneously transferred the Prairie Trail asset in an ‘as is’ condition to the City of CDA via a quitclaim deed.

The BLM’s BNSF asset is now part of the 2015 “Four Corners” master planning effort of which the Agency may be a participant and funding partner with the City of CDA.

- **Urban Land Institute (ULI)**

In 2015, the Agency co-sponsored another ULI “Emerging Trends in Real Estate” program. The Agency also provided sponsorship funding to the ULI-Idaho chapter to continue efforts of strengthening ULI’s knowledge sharing efforts in Idaho. ULI, known as the community development industry’s “University without Walls”, brings a wealth of knowledge to many community development issues. A strong ULI-Idaho will help all communities across Idaho wisely embrace the changing economic times.

- **Riverstone West Phase 2 Improvement Reimbursement Agreement (IRA)**

The Agency entered into an \$823,058 IRA with the Riverstone West development team pertaining to the construction of public infrastructure improvements associated with the building of the John Loop and Suzanne roadways located in the Riverstone West section

of the Agency's River District. During 2015, new building construction continued in the Riverstone West Phase 2 area.

- **“Circuit @ Seltice” Project**

In 2015, the Agency agreed to a reimbursement funding agreement with Active West Development pertaining to the construction of a \$344,610 city required public sewer line needed for the developer to build a 39 unit single family housing project on the north side of Seltice Way near the Atlas Road intersection located in the Agency's River District. This new sewer line will also provide city sewer service access to 14 other property parcels located on the north side of Seltice Way.

- **Seltice Way Reconstruction**

In 2015, the Agency agreed to partner with the City of CDA for the reconstruction of the portion of Seltice Way located within the Agency's River District, beginning near the Prairie Trail underpass by Riverstone extending west to the City of Huetter. The Agency agreed to fund the entire \$3.5 million estimated cost of the roadway reconstruction effort, with said funding targeted for fiscal year 2017.

- **Riverstone, Riverstone West Phase 1 & Mill River Owner Participation Agreements (OPAs)**

The Agency's OPA involving the Riverstone West Phase 1 initiative continued in 2015. The Riverstone and Mill River OPAs have been retired. All three of these mix use projects have reclaimed brown field sites along the Spokane River creating public space (in the form of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

- **Coeur d'Alene Downtown Association Partnership**


During 2015, the Agency continued efforts to strengthen the economic viability of the downtown core via a partnership with the Downtown Association. The Agency Board provided a \$43,750 grant to the Downtown Association for their “Events” program (e.g. parades, Car d' Lane, Ironman, street fair).

- **Coeur d'Alene Downtown ADA Compliance Sidewalks Partnership**

In 2013, the Agency agreed to \$70,000 in partnership funding with the City of CDA and the CDA Downtown Association to address ADA compliance issues associated with sidewalks located on Sherman Avenue and Lakeside Avenues (between 1st and 7th Streets) as well as properties abutting the side streets between Sherman and Lakeside (e.g., 1st, 2nd, 3rd, etc.). The Agency's funding commitment, to be spread evenly over the 2014 and 2015 fiscal years, pertains to an Agency targeted funding role re. the installation of new ADA compliant pedestrian ramps in the aforementioned downtown sidewalk enhancement initiative area. The Agency paid a second installment in 2015 for this initiative totaling \$12,934.

- **Communications**

The Agency continued its engagement with Range NW, Inc. to help further the Agency's community outreach efforts. In 2015, Range assisted the Agency in

developing a new “doing business as” name (**ignite cda**), a new logo , a new website (www.ignitecda.org) and a multi-media outreach initiative designed to better connect with the CDA community.

The Agency, in partnership with the CDA Chamber of Commerce, has Teree Taylor as a part time online communication technical specialist. Ms. Taylor, who is employed by the CDA Chamber of Commerce, provides technical website and graphic design expertise to the Agency and the Chamber.

▪ **Key Partnerships / Knowledge Sharing / Communication / Outreach**

During 2015, the Agency Board continued strengthening partnerships with key organizations and community stakeholders including: City of Coeur d’Alene, Kootenai County, Jobs Plus, Downtown Association, CDA Chamber of Commerce, Area & Regional Developers, and Educational Institutions. The Agency continued implementation of its communication strategy by continuing to invite community stakeholders to Agency Board meetings, creating a new more effective website, and continuing outreach efforts to the Coeur d’Alene community through presentations, videos and visits with interested target audiences.

▪ **Lake District Strategic Property Portfolio**

The Agency has previously purchased certain real property as identified in Exhibit A to the annual report. The Agency intends to take advantage of these strategically located properties to achieve strategic goals within the Agency’s Lake District. While some of these properties have been owned for more than three years, the Agency is committed to move forward with planned redevelopment initiatives in an expeditious manner subject to market conditions and initiative timing. In 2014, the Agency divested of one strategic property (728 Sherman Avenue) as this property no longer served a potential strategic use for the Agency.

Board Membership & Committees

2015 **ignite cda** Board

Leadership

Denny Davis, Chair

Dave Patzer, Vice-Chair

Members

Rod Colwell

Deanna Goodlander

Brad Jordan

Denny Davis

Justin Druffel

Dave Patzer

Mic Armon

Scott Hoskins

Al Hassell (retired May, 2015)

Steve Widmyer (appointed June, 2015)

2015 **ignite cda** Committees

<u>Acquisition</u>	Chair: Goodlander	Members: Jordan, Davis, Druffel
<u>Parking</u>	Chair: Jordan	Members: Hassell, Hoskins
<u>Finance</u>	Chair: Colwell	Members: Patzer, Davis, Armon
<u>Housing</u>	Chair: Goodlander	Members: Hoskins, Hassell
<u>Communications</u>	Chair: Patzer	Members: Davis, Hoskins, Goodlander
<u>Jobs</u>	Chair: Armon	Members: Patzer, Druffel, Hoskins

Looking Forward to 2016 and Beyond

As shared earlier in this report, the Agency Board has established long-term (strategic) goals to guide its annual (tactical) goal setting process. The next tactical goal setting exercise will be held in the spring of 2016 to coincide with development of the fiscal year 2017 budget.

Summary

The Agency Board of Commissioners believes in continuous improvement, and thus continues to refine the Agency's business model. The Agency's presence, practices and functionality continues to be recognized by community leaders as both a key economic development catalyst for the Coeur d'Alene area, as well as an organization that creates great overall public value for the citizens in the community.

Exhibit A

ignite cda Lake District Strategic Property Portfolio

720 Young Avenue
Young Avenue Lots
Library (Jameson) Property
728 Sherman Avenue (sold)
630 N. Park Drive
620 N. Park Drive
311 Lakeside Avenue
821 N. 4th Street
622 N. Park Drive
308 CDA Avenue
618 N. Park Drive
612 N. Park Drive
626 N. Park Drive
515 W. Garden Avenue
632 N. Park Drive
516 N. Park Drive
211 N. 4th Street
518 N. Park Drive
712 E. Young Avenue
813-817 N. 4th Street
301 E. Lakeside Avenue
839 3rd / 845 4th Lots
823 N. 4th Street
BNSF RR right-of-way

FINANCIAL STATEMENTS

Audited

Fiscal Year 2015 Year End Balance Sheet

&

Fiscal Year 2015 Year End Income Sheet

ignite cda

GOVERNMENTAL FUNDS
BALANCE SHEET
September 30, 2015

	<u>Lake District</u>	<u>River District</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and cash equivalents	\$ 4,240,545	\$ 4,845,159	\$ 9,085,704
Property taxes receivable	297,931	95,207	393,138
Tenant deposits receivable	8,260	-	8,260
Restricted cash - bond reserve	1,305,337	-	1,305,337
Total assets	<u>\$ 5,852,073</u>	<u>\$ 4,940,366</u>	<u>\$ 10,792,439</u>
LIABILITIES			
Accrued payroll and taxes	\$ 3,854	\$ -	\$ 3,854
Due to other governments	455	98	553
Tenant deposits	11,435	-	11,435
Total liabilities	<u>15,744</u>	<u>98</u>	<u>15,842</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	297,931	95,149	393,080
Total deferred inflows of resources	<u>297,931</u>	<u>95,149</u>	<u>393,080</u>
FUND BALANCE			
Restricted	5,538,398	4,845,119	10,383,517
Total fund balance	<u>5,538,398</u>	<u>4,845,119</u>	<u>10,383,517</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 5,852,073</u>	<u>\$ 4,940,366</u>	<u>\$ 10,792,439</u>

GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2015

	Lake District	River District	Total Governmental Funds
REVENUES			
Tax increment revenue	\$ 4,357,436	\$ 1,983,900	\$ 6,341,336
Rental income	145,064	-	145,064
Penalties and interest	37,538	18,064	55,602
Interest earnings	3,792	4,382	8,174
Total revenues	<u>4,543,830</u>	<u>2,006,346</u>	<u>6,550,176</u>
EXPENDITURES			
Current:			
Arts	88,474	40,288	128,762
Communications	42,029	42,029	84,058
Dues and subscriptions	3,359	3,359	6,718
Insurance	2,685	2,685	5,370
Miscellaneous	-	433	433
Office overhead	4,231	4,474	8,705
Partnership grants	85,434	3,750	89,184
Professional services	156,786	47,812	204,598
Project reimbursements	96,535	291,450	387,985
Property management	55,892	-	55,892
Public improvements	2,519	755,534	758,053
Travel and meetings	4,288	4,170	8,458
Wages, benefits and payroll taxes	86,622	86,622	173,244
Debt service:			
Interest	407,822	-	407,822
Principal payments	2,487,009	-	2,487,009
Capital outlay:			
General government	728,193	-	728,193
Total expenditures	<u>4,251,878</u>	<u>1,282,606</u>	<u>5,534,484</u>
EXCESS OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES	<u>291,952</u>	<u>723,740</u>	<u>1,015,692</u>
OTHER FINANCING SOURCES			
Sale of general capital assets	161,600	-	161,600
Proceeds from financing	1,250,000	-	1,250,000
Total other financing sources	<u>1,411,600</u>	<u>-</u>	<u>1,411,600</u>
NET CHANGE IN FUND BALANCES	1,703,552	723,740	2,427,292
FUND BALANCES, beginning of year	<u>3,834,846</u>	<u>4,121,379</u>	<u>7,956,225</u>
FUND BALANCES, end of year	<u>\$ 5,538,398</u>	<u>\$ 4,845,119</u>	<u>\$ 10,383,517</u>



2015 ANNUAL REPORT
PRESENTATION TO
COEUR D'ALENE CITY COUNCIL

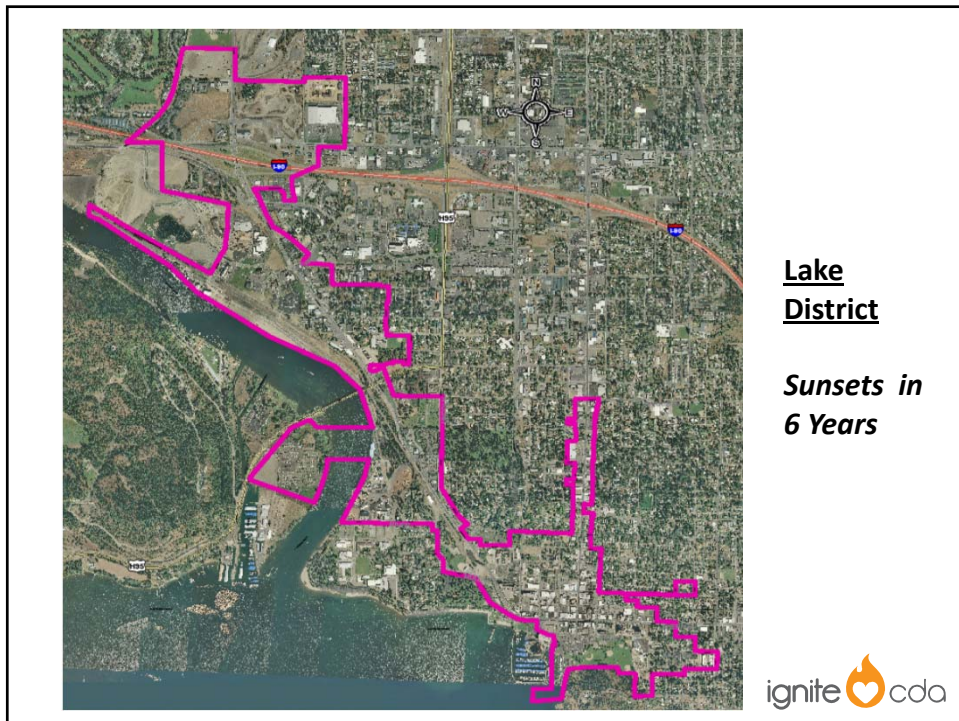
February 16, 2016

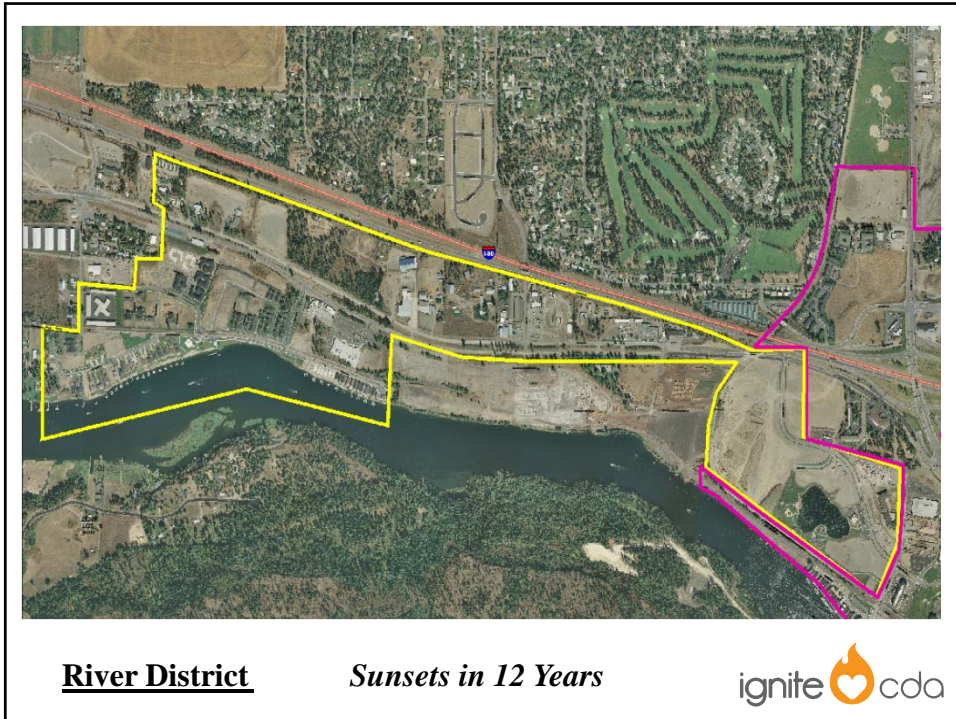
ignite cda

City of CDA's Redevelopment Agency

- ❖ Agency formed by Mayor / Council in 1997
- ❖ Lake District established in 1997
 - ❖ Sunsets in 6 years
- ❖ River District established in 2003
 - ❖ Sunsets in 12 years







ignite cda – Vision & Mission

VISION is to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Our ***MISSION*** is to bring together resources to achieve Coeur d’Alene’s vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.



2015 Board of Commissioners

Denny Davis (Chair)
Dave Patzer (Vice-Chair)

Rod Colwell
Deanna Goodlander
Al Hassell (retired May, 2015)
Scott Hoskins
Brad Jordan
Justin Druffel
Mic Armon
Steve Widmyer (appointed June, 2015)



2015 Committees

Acquisition	<u>Goodlander</u> ; Jordan, Davis, Druffel
Parking	<u>Jordon</u> , Hassell, Hoskins
Finance	<u>Colwell</u> ; Armon, Patzer, Davis
Housing	<u>Goodlander</u> , Hoskins, Hassell
Communication	<u>Patzer</u> ; Davis, Goodlander, Hoskins
Jobs	<u>Armon</u> ; Patzer, Druffel, Hoskins



Commissioner Al Hassell



Commissioner Hassell retired from the ignite cda Board following over 30 years of public service to the community of Coeur d'Alene. Commissioner Hassell served two terms on the Board: 1997-2001 and 2008-2015. His leadership, vision and commitment were instrumental in creating public / private partnerships that will provide lasting benefits for the community.

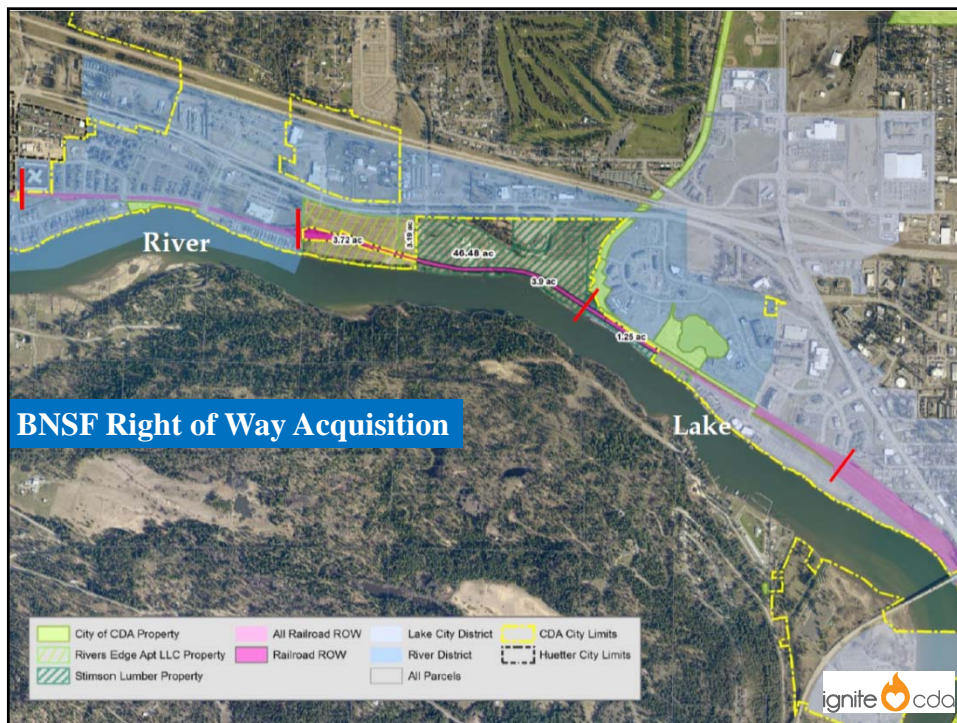
Commissioner Steve Widmyer

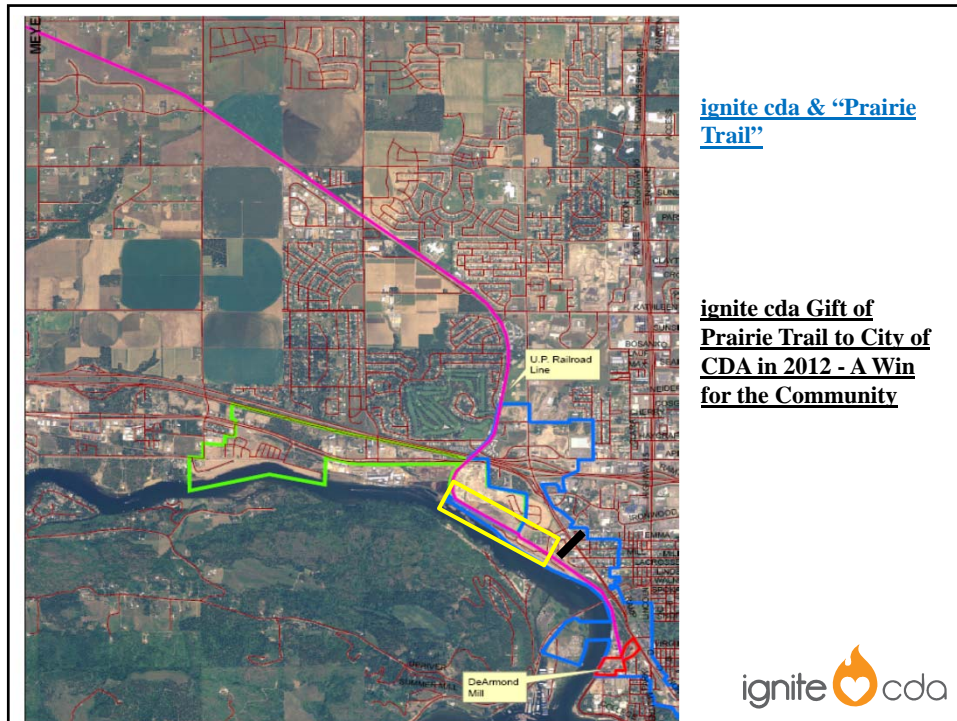


ignite cda welcomed Mayor Steve Widmyer to the Board in 2015. Mr. Widmyer assumed the commissioner position left vacant following the retirement of Commissioner Hassell. A lifetime Coeur d'Alene resident, Mr. Widmyer brings a wealth of experience, knowledge and talent to the ignite cda Board.

Ignite cda Initiatives: Updates

- **BNSF Right of Way Acquisition**
- Four Corner Master Plan
- Higher Education Campus Initiative
- Housing Initiatives
- Re-Development Initiatives
- CDA Downtown Sidewalks: ADA Compliance
- Urban Land Institute (ULI)
- CDA Downtown Association





Ignite cda Initiatives: Updates

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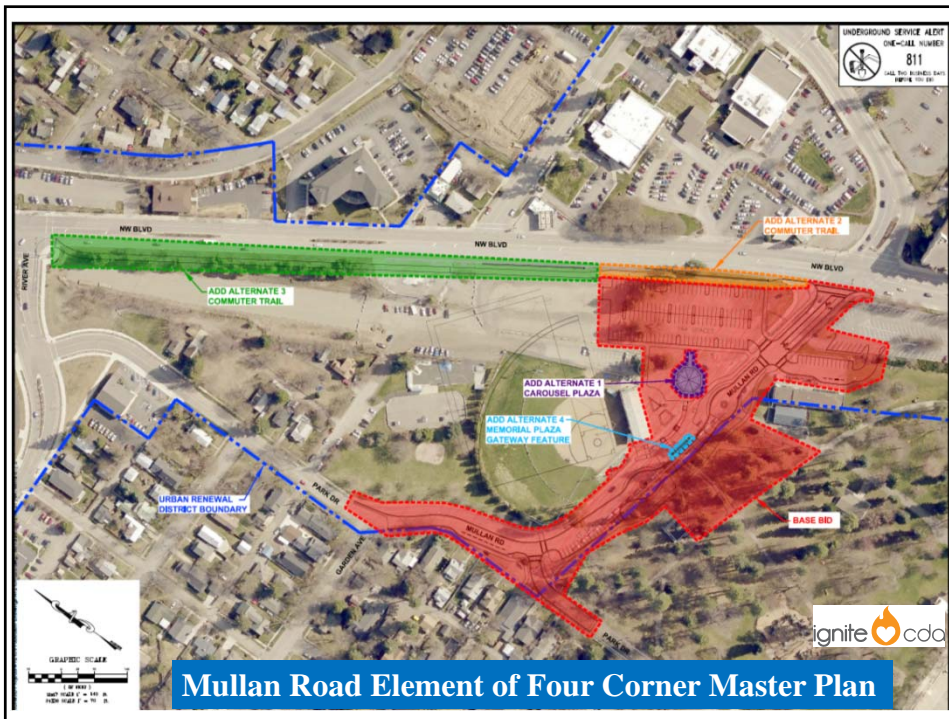


Four Corner Master Plan



Total Planning Cost: \$118,220

ignite cda Partnership Funding Level: \$88,665 (75%)



Mullan Road Element of Four Corner Master Plan

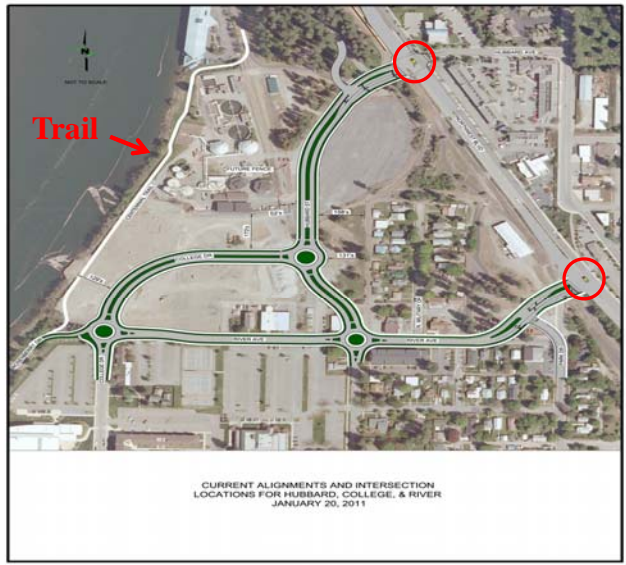
Ignite cda Initiatives: Updates

- BNSF Right of Way Acquisition
- Four Corner Master Plan
- **Higher Education Campus Initiative**
- Housing Initiatives
- Re-Development Initiatives
- CDA Downtown Sidewalks: ADA Compliance
- Urban Land Institute (ULI)
- CDA Downtown Association



Higher Education Campus – Former DeArmond Mill Facility Highlighted





Trail


CURRENT ALIGNMENTS AND INTERSECTION LOCATIONS FOR HUBBARD, COLLEGE, & RIVER
JANUARY 20, 2011

CHUBBUCK
EDUCATION CORRIDOR
INFRASTRUCTURE PROJECT

Higher Education Campus - Public Infrastructure Improvements

Partners:

- ignite cda
- City of CDA
- NIC
- UI
- LCSC
- Fort Ground Homeowners



Higher Education Campus: Round A-Bout



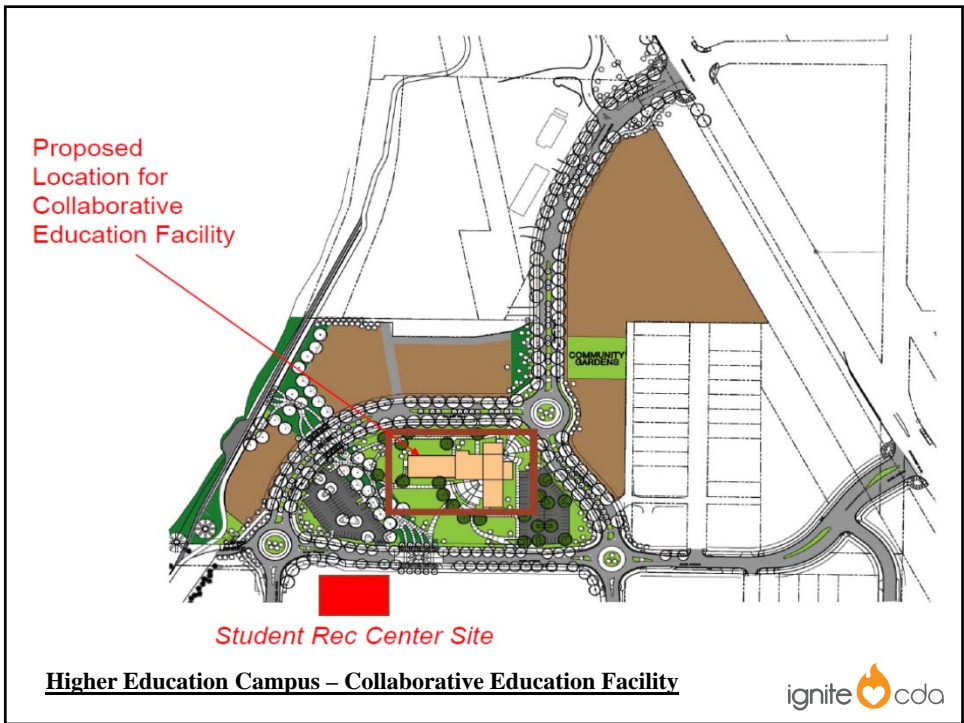


Higher Education Campus: Round A-Bout



Higher Education Campus – Roadway





Ignite cda Initiatives: Updates

- BNSF Right of Way Acquisition
- Four Corner Master Plan
- Higher Education Campus Initiative
- **Housing Initiatives**
- Re-Development Initiatives
- CDA Downtown Sidewalks: ADA Compliance
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Tax Increment Financing:
Reimbursement Agreement



**Riverstone West Apartments III: Partner –
Whitewater Creek (38 units)**



Tax Increment Financing:
Reimbursement Agreement



Mill River Seniors: Partner – Whitewater Creek
(50 units)



Tax Increment Financing:
Reimbursement Agreement



Riverstone West Apartments: Partner – Whitewater Creek
(50 units)



Ignite cda Initiatives: Updates

- BNSF Right of Way Acquisition
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- **Re-Development Initiatives**
- CDA Downtown Sidewalks: ADA Compliance
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Riverstone Area - 1990



Riverstone West - March 2004



Tax Increment Financing:
Reimbursement Agreement



Riverstone (Original) = Red
Riverstone West Phase 1 & 2 = Yellow

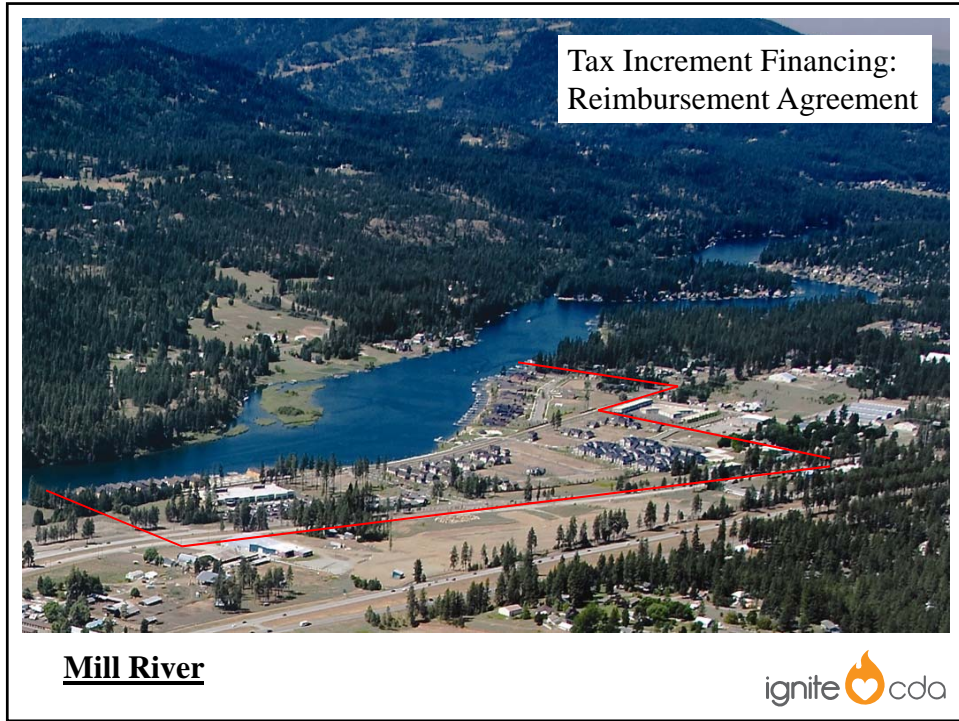


Brown Field Redevelopment



Mill River (1950): Public/Private Partnership







Infill Partnership Project: Kroc Center



Infill Partnership Project: CDA Public Library

Library Footprint = **Blue**; ignite cda Ownership = **Red**





Infill Partnership Project: Library



Infill Partnership Project: CDA Chamber of Commerce Building



Tax Increment Financing:
Reimbursement Agreement



Infill Partnership Project: CDA Chamber of Commerce Building



Infill Partnership Project: ParkSide




Tax Increment Financing:
Reimbursement Agreement




Infill Partnership Project: ParkSide



Tax Increment Financing:
Reimbursement Agreement



Partnership Project: Circuit @ Seltice (39 homes)



Ignite cda Initiatives: Updates

- BNSF Right of Way Acquisition
- Four Corner Master Plan
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- Re-Development Initiatives
- **CDA Downtown Sidewalks: ADA Compliance**
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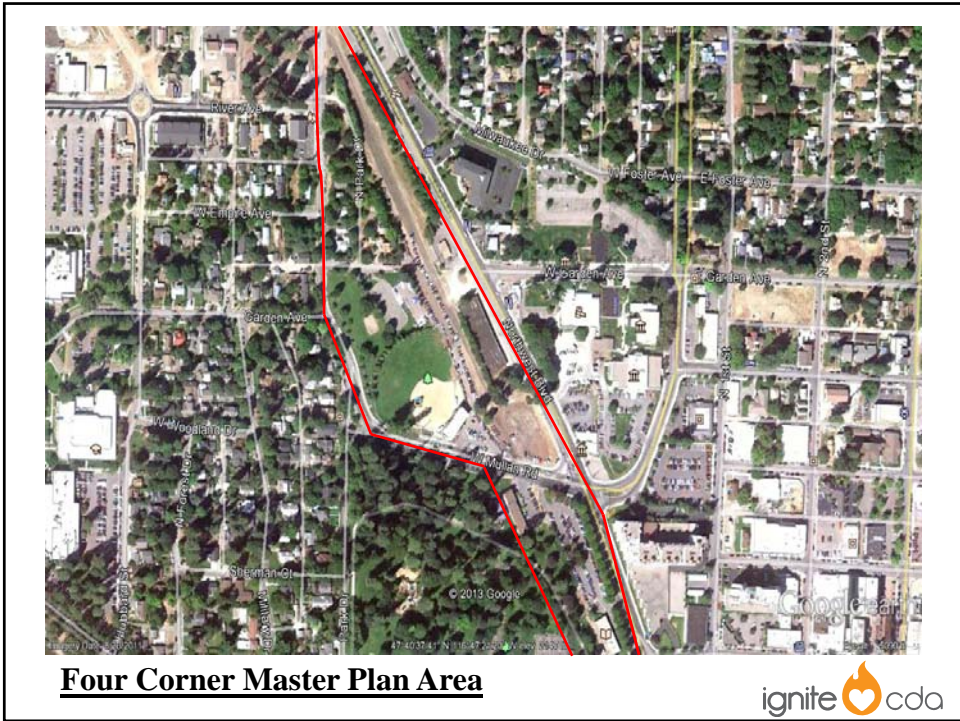


2015 > ignite cda Strategic Priorities

Education

- **Higher Education Campus** - Continue partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - **Collaborative Education Facility**
 - **Four Corners Master Plan**
 - **Support Facilities**





2015 > ignite cda Strategic Priorities

Housing

Play a key support role in helping the City achieve its vision for housing in the community, by pursuing opportunities in both the Lake and River Districts



2015 > ignite cda Strategic Priorities

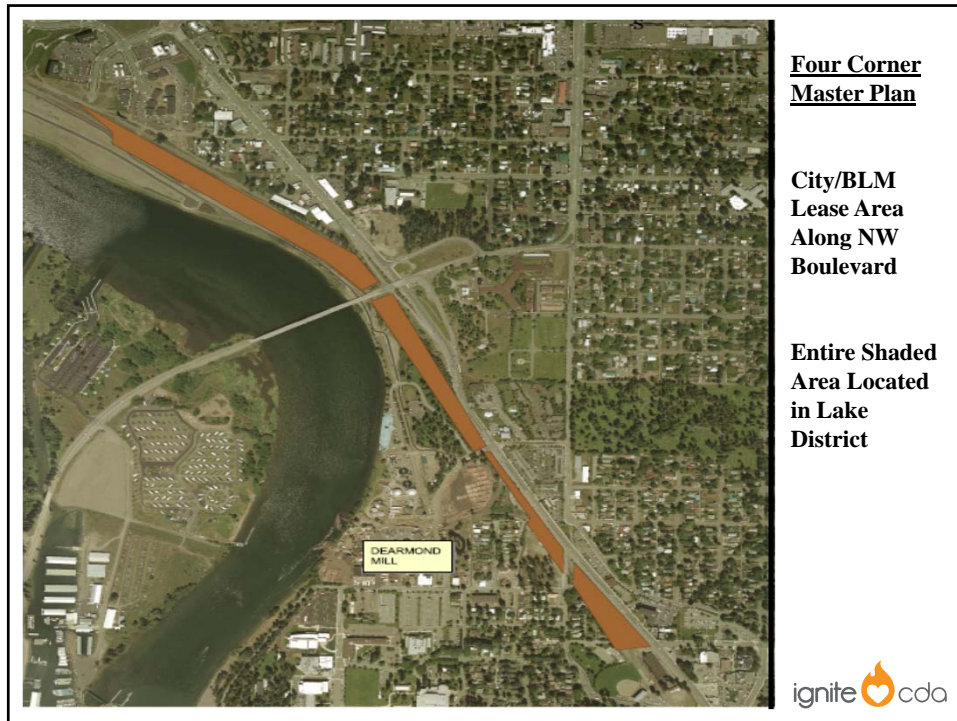
Public Space

McEuen Park / Higher Education Campus & Four Corner Area / Seltice Way / Connectivity

Successes / Continuations:

- CDA Public Library
- Kroc Community Center
- Prairie Trail & Centennial Trail
- Secure long-term public access to the lake and river waterfronts (e.g. *Mill River (Johnson) Park*)
- Continue to leverage public funds to create new public parks (e.g. *Riverstone Park*)





2015 > ignite cda Strategic Priorities

Job Retention / Job Creation

- Continue partnership efforts to facilitate job creation and job retention in both redevelopment districts:
 - Higher Education Campus
 - Downtown
 - NW Boulevard Area (e.g. Riverstone)
 - Seltice Way Area (e.g. Mill River)
 - Midtown
 - North of I90

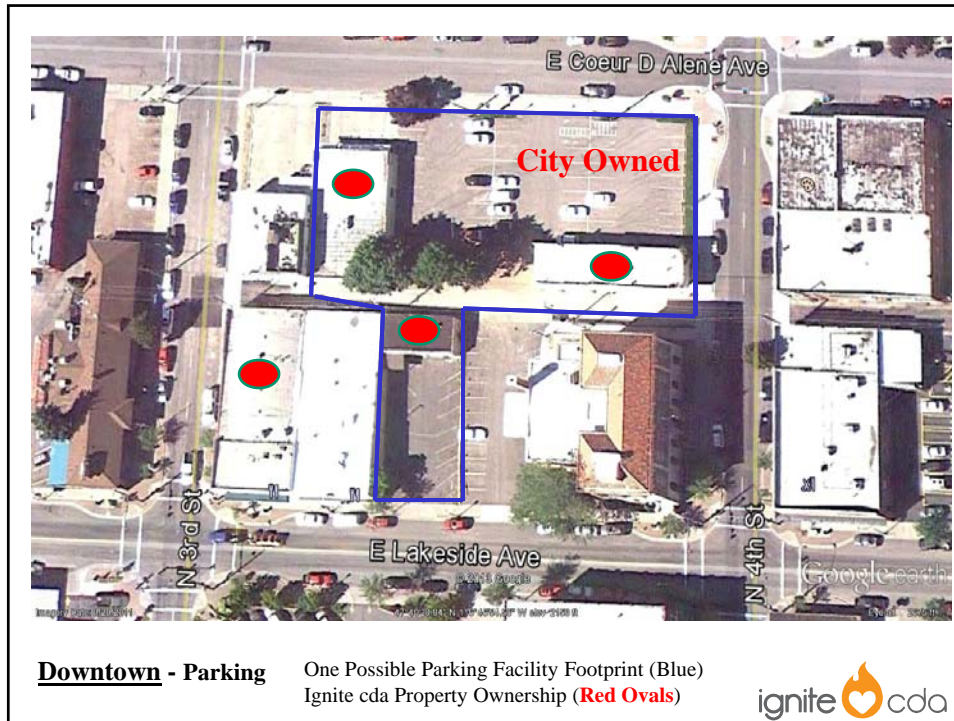




2015 > ignite cda Strategic Priorities

Public Parking

Downtown: ignite cda, in partnership with the City, the Downtown Association, Kootenai County, and other stakeholders, will help to rationalize and plan for capital improvements involving downtown parking facilities.



2015 > ignite cda Strategic Priorities

Midtown

Continue efforts with the City, Midtown property owners, Midtown businesses, and other Midtown stakeholders to identify opportunities to enhance the vitality of the Midtown area.



2015 > ignite cda Strategic Priorities

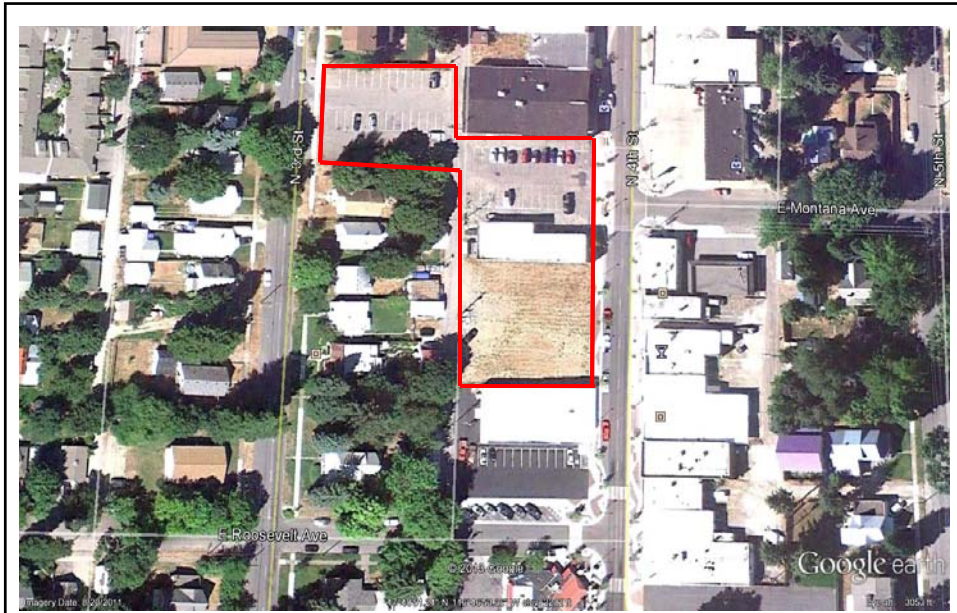
Downtown

Continue partnership with the City, Downtown property owners, the Downtown Association, and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown. Possible partnership opportunities:

- establishment of viable downtown pocket parks,
- LID partnership endeavors where appropriate.

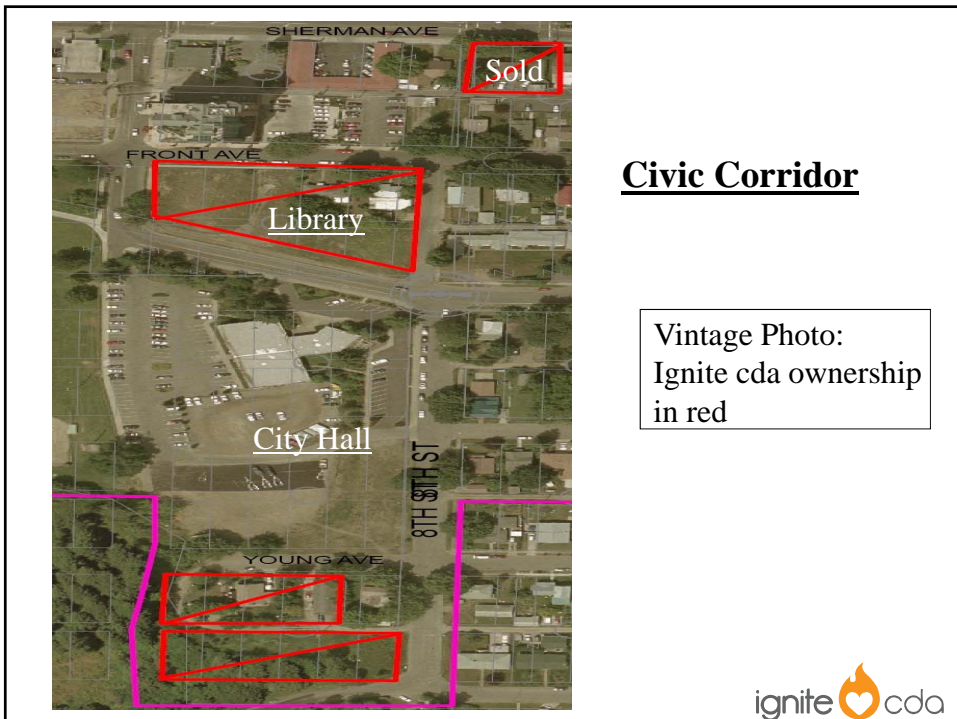


ignitecda.org



Midtown

Ignite cda ownership (Red)



Civic Corridor

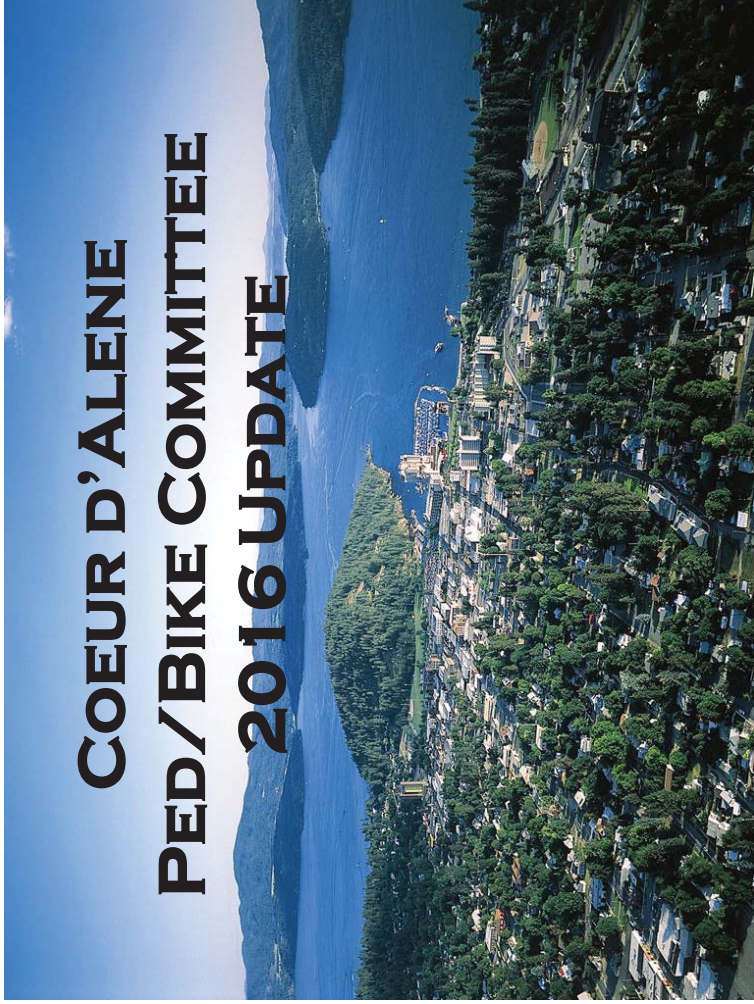
Vintage Photo:
Ignite cda ownership
in red



COEUR D'ALENE PED/BIKE COMMITTEE 2016 UPDATE

PED/BIKE ACCOMPLISHMENTS LATE 90'S EARLY 2000'S

- Started communications with Post Falls, Hayden, Highway Districts, IDT and KCATT on connectivity in Kootenai County.
Worked with those entities to create plans for bike lanes/walking communities. Bike lanes on Gov't Way, Prairie, Lancaster, Diagonal Road, "Share the Road" signs on Fernand Road, Sunnyside and Bonnell Road were early examples. Along with the bike lanes on 15th north of I-90.



PED/BIKE ACCOMPLISHMENTS

LATE 90'S EARLY 2000'S

- Mullan Avenue was one of first streets the City to installed a bike lane on, from 8th street to Cd'A Lake drive. A short time later Ironwood Dr. and Gov't Way, followed.
- The implementation of a Community plan for Accessible ramps at intersections in the City were early examples of the Ped/Bike Committees efforts to promote accessibility in our community.

PED/BIKE ACCOMPLISHMENTS

- When Ironman came to Cd'A the need for traffic signage and bike lines on 15th south of I-90 became an issue. The Ped/Bike Committee held public meetings with the community and did individual inventory of parking and access on 15th to resolve the issues noted in the public meetings. The Committee also did traffic counts at the intersections of 11th and 15th on Mullan to support the installation of four way stops.

PED/BIKE ACCOMPLISHMENTS

- The Committee reviewed and commented on the Sherman Street access plan in front of businesses which resulted in the removable standards around tables. It also promoted and installed the bike racks on the corners of Sherman and 3rd, 4th, and 5th. Which later resulted in designed bike parking areas along Sherman and Lakeside, as well as the incorporation of bike parking standards in the City building code.

PED/BIKE ACCOMPLISHMENTS

- The initial City bike plan was developed in the 80's and revised in the late 90's and again in the early 2000's. It set for the priority for bike lanes in the community and also established basic design and signage. This plan was used as a guide for the development design of the Landings and Hawk Nest subdivisions. As well as the re-design of streets as overlays were done in the City.

PED/BIKE ACCOMPLISHMENTS

Other projects plans were reviewed for public input on pedestrian/non-motorized transportation issues including Dalton bike lanes, Atlas trail, connective access to the Centennial Trail.

PED/BIKE ACCOMPLISHMENTS RECENT

- The implementation of a bike parking ordinance requiring businesses to provide bike racks and parking
- Helped secure a 2 Safe Route to School grants that paid for sidewalks on 15th and Flashing lights on Harrison and on 15th
- Purchase and installed 23 bike racks downtown
- Brought forward Bike Corrals

PED/BIKE ACCOMPLISHMENTS RECENT

- The implementation of a bike lanes on 15th Street, lower Government Way, Kathleen Ave, Hanley Ave, 3rd Street, 4th Street, Harrison Ave, Best Ave, Neider Ave, Dalton Ave, and Ironwood Drive
- Applied and received bronze level Bike Friendly Community status
- The implementation of the Complete Streets policy

PED/BIKE ACCOMPLISHMENTS RECENT

- Promote and plan Bike to Work Week for more than 10 years
- Community education at schools through flyers and talks at assemblies
- Education through public service announcements
- Writing and updating the Trails and Bikeways Master Plan that is used as a guide by city engineering and streets

PED/BIKE ACCOMPLISHMENTS RECENT

- Mapped out all the city sidewalks and ped ramps for GIS
- Started a Share the Road Campaign that other communities adopted
- Created a blog and Facebook page to keep the public informed of issues, ideas and events
- Did trail counts to help us establish trail and bikeways use for grants

PED/BIKE ACCOMPLISHMENTS RECENT

- Recommended arrows be added to bike symbols in all bike lanes to help educate riders on the correct way to ride
- Started a crossing flag program
- Created Bikeways brochures and maps that are in use all over the city
- Got the street department to paint 'Dismount Zone' on ped ramps downtown to keep bikes and skateboards off the sidewalk

PED/BIKE ACCOMPLISHMENTS

RECENT

- Made a Muddy and Millie bike safety video
- Helped create an Arts in Motion Brochure
- Measured the width of all bike lanes in the city and recommended changes
- Review accidents to recommend changes in infrastructure

PED/BIKE FUTURE PROJECTS 2016

- Converting Young Street to a Bike Boulevard
- Currently rewriting the Master Plan
- The committee has been divided into subcommittees to address the individual steps to increase our status to Silver level Bike Friendly Community.

CONSENT CALENDAR

**A CONTINUED MEETING OF THE
COEUR D’ALENE CITY COUNCIL
FEBRUARY 2, 2016**

The Coeur d’Alene City Council met in a continued session in the Old Council Chambers located within City Hall at 710 E. Mullan Avenue, Coeur d’Alene, ID, 83814, February 2, 2016 at 4:00 p.m., there being present upon roll call a quorum.

Steve Widmyer Mayor

Woody McEvers) Members of Council Present
Kiki Miller)
Dan Gookin)
Amy Evans)
Loren Ron Edinger)

Members of the Council Absent: Dan English

CITY STAFF PRESENT: Jim Hammond, City Administrator; Renata McLeod, City Clerk; Kenny Gabriel, Fire Chief; Lee White, Police Chief; Randy Adams, Deputy City Attorney; Wes Somerton; Deputy City Attorney – Criminal Division; Hilary Anderson, Community Planning Director; Mike Gridley, City Attorney; Troy Tymesen, Finance Director

GUESTS: Cory Trapp, Longwell+Trapp Architects

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

WORKSHOP WITH THE LEGISLATIVE COMMITTEE:

Renata McLeod noted that today is the 23rd day of the Legislative Session. The legislative committee is planning on continuing the status quo as to how they send letters in support or opposition to legislation as it comes forward. She noted that there hasn’t been a lot of activity of city-centric items, and asked the councilmembers to let her know if they have any areas that they feel passionate about. She reminded the council that they can send individual letters in support or opposition to legislation, as long as they clearly state that it is their individual opinion.

Councilmember Gookin asked about the constitutional carry legislation. Chief White said that it is most likely going to die in committee, although he is sure that it will come up again next year and the year after that. In its current format, Chief White opposes it and noted that they had a constitutional carry law in Arizona and that people forget about the criminal element also being able to carry weapons.

Ms. McLeod said that regulations regarding urban renewal will be coming forward and regulations regarding public records which would allow municipalities to scan in permanent records and get rid of hard copies. Presumptive illness legislation will also be

coming forward in a couple of weeks. Chief Gabriel said that letters need to be sent to the Speaker of the House and co-chairs of the committee. He noted that yesterday the fire commissioners sent a letter in opposition when they had promised that they would not. Seth Grigg of AIC is also going to send something.

Ms. McLeod said that there are some city staff who serve on AIC committees. Sid Fredrickson is staying in the loop on anything in regard to environmental issues and DEQ. Ed Wagner works with the building officials, Kenny Gabriel with the Fire Chiefs Association, and Chief White with the Police Association.

Mayor Widmyer said that the three main parts of the proposed Urban Renewal legislation are a council option on election of URD members, no funding of public buildings by URD over 50% without a public vote (which doesn't include a parking garage), and the requirement that if a URD plan is amended, it will require a reset of property values. In his mind, what it will lead to is very broad, big plans so that you never have to amend, or it will lead to plans that will never be amended because you can't afford to amend them. Councilmember Gookin said that they may add a rule that says that an urban renewal agency can only be called an urban renewal agency – it can't have a different name.

Councilmember Miller asked who is on the city's legislative committee and when do they meet. Ms. McLeod said that they are meeting, depending on the legislation, once a week, on Monday. The next meeting will be next Monday (the 8th), and then the following Monday is a holiday. They may or may not push the meeting to Tuesday if there is a lot of activity going on. The committee meets during the legislative session and they usually do a summary meeting at the end of the session, but they haven't seen a need to meet year around.

Councilmember Gookin asked about meetings with the legislators and commented that he thinks the city should host send-offs to the legislators before they leave. Chief Gabriel said that they did it with Post Falls, NIC and the Chamber of Commerce last year. Ms. McLeod said that they did reach out to Post Falls, NIC and the Chamber this year, but they have found in years past that the legislators were being invited to too many places for the same send off and there just wasn't a big interest to do that this year.

Mr. Hammond suggested that possibly next year the city can try to return to the format of an evening of libations and hors 'oeuvres. It provides an opportunity to share concerns and the city could possibly work with NIC and Post Falls. He noted that the legislators are more likely to come to an evening event.

Councilmember Miller asked where she could find the agendas and minutes, etc. of the legislative committee. Ms. McLeod said that she would add Councilmember Miller to the email list for agendas and minutes. Councilmember Evans noted that there have been very few letters sent and it is her understanding that copies of the letters are placed by the council mailboxes. Mayor Widmyer asked Ms. McLeod to send the minutes of the legislative committee to the council. Ms. McLeod told the council that if they are interested in attending a meeting of the legislative committee, to let her know so that they

can avoid any quorum issues. Current members of the legislative committee are Renata McLeod, Committee Chair; Amy Evans, council liaison; Randy Adams, Kenny Gabriel, Ed Wagner, Hilary Anderson, Troy Tymesen, Wes Somerton, Terry Pickel, Lee White, Christie Wood, Jim Hammond and Juanita Knight.

MOTION by McEvers, seconded by Evans, to approve staff to proceed with writing letters of support or opposition to proposed legislation.

Motion carried.

CITY HALL REMODEL:

Mayor Widmyer said that about six months ago he came to Ms. McLeod and Mr. Tysen and asked them to work on a plan for a remodel of City Hall. There has been talk about remodeling City Hall for the last 12 years, but it was never the right time to do it. One of the issues that they need to address is that City Hall is not ADA compliant and it is something that we owe the community. The other goal is to move all of the staff under one roof and eliminate the leased space on Sherman Avenue.

Ms. McLeod said that right now is an opportune time to come forward with a request for remodel. The city has a healthy fund balance and potential city property to sell. The lease on the Sherman Avenue location has been extended for six months, but the goal is to bring the legal department together.

Ms. McLeod noted that accessibility and security is a big issue these days. They originally started with a budget of about \$200,000 but quickly realized that it was not enough money. The project cost is about \$1.65 Million. The city could potentially receive about \$550,000 from the sale of the Harrison Avenue property, \$100,000 from the sale of other city property, and then could finance \$1 Million through a lease over a 20 year term, 15 year term, or 10 year term.

The new entrance to City Hall will be at the park level entrance and the elevator will help to denote that entryway. They will also have some ADA improvements with the elevator and with the security and flow of the receptionist center. Ms. McLeod noted that the current bathrooms are too expensive to remodel and move around, and they have proposed putting a family accessible bathroom on each floor.

In regard to employee security, Ms. McLeod noted that in 2011 the Police Department did a building security assessment and provided a pretty long laundry list of things that the city could be doing better. They need to make some counter heights taller, and need some external security cameras which were provided through the public safety bond. They also need magnetic readers which allow non-public areas to be locked and security and staff would use magnetic cards to gain entrance.

Bringing the legal department together would result in cost savings, and they are also proposing some glass frontage into the customer service center so that it is more visible

to the public. Ms. McLeod noted that the plans can change, but demonstrate that everyone can fit into the building. The drawing includes a stairway between the Library and City Hall, but the budget doesn't allow for the construction. The cost of the stairway is about \$120,000 and that area provides stormwater management for the Library parking lot.

Mr. Tymesen reviewed the property that is proposed to be liquidated, which includes property at 3285 Fruitland Avenue which was acquired as a result of a city lawsuit. There is a small house on the property with an assessed valuation of \$83,000. The city is currently renting the house through a property manager.

There is also a strip of property across the river from NIC. There are a number of easements on the property. Mr. Tymesen noted that in the Trails Master Plan it is designated to be a landing pad for a trail with a bridge over the Spokane River that there is no funding for. The title report says that the City owns the property, and they are looking to council for a valuation. The property is not a real buildable lot.

Councilmember Gookin asked if anyone has ever inquired about the property. Mr. Tymesen said that there have been no inquiries and confirmed that the property line goes all the way to the waterfront. Councilmember Evans wondered if the council declares the property as surplus, would they be missing future opportunities for the ped/bike bridge and losing something that would be a value to the community. Mr. Tymesen said that they could potentially add easement to any sale for the city to build a bridge. He would like to do some more work to ascertain a value.

Mr. Tymesen next described the HELP Center building property, which is the old Library building. The city acquired the building from the Louisiana Pacific Corporation in 1985 for \$383,000. The LP Corporation acquired the property in 1974 from General Telephone Company for \$265,000. Mr. Tymesen has done some market analysis and the building has a valuation of about \$562,826. They are proposing to declare the building as surplus, and do an exchange of land with St. Vincent de Paul. The City needs an additional 50 feet of land for Fire Station No. 4 on Atlas Road. The 50 feet of extra land would allow the architect to put the building that they want on the site. Mr. Tymesen proposed that St. Vincent de Paul purchase the 50 feet of land and then trade with the City in exchange for the sale of the HELP Center building to St. Vincent de Paul in the neighborhood of \$500,000. The trade helps to keep the City in compliance with the law and keeps the HELP Center campus for St. Vincent de Paul. Mr. Tymesen commented that the extra 50 feet helps with driveways and parking. He confirmed that the 50 foot parcel is worth about \$40,000. Councilmember Edinger asked if anyone has spoken to Mr. Schneidmiller about a donation. Mr. Tymesen said that they have multiple times, but it is a pretty good buy at \$4.00 a foot.

Councilmember Gookin asked if the City owns the two homes on Homestead that are being leased to St. Vincent de Paul. Ms. McLeod said that the City has two parcels on Homestead in which St. Vincent de Paul entered into a long term lease and built an 811 project. Next door they have the old TESH parcel where there are seven units that are tax

credit parcels and they have an arrangement with St. Vincent de Paul to manage them. Because of the tax credit regulations, the property is not sellable.

Mr. Tymesen said that bond counsel has said that the city can move forward with an annual appropriation lease. The state supreme court has recognized that this is a way to lease property and equipment. In this situation, the bank would enter into a long term lease and they are willing to do so at this time based upon the City's credit and the lease savings of approximately \$3,000 per month. The council would appropriate the money on an annual basis. Should the council choose not to make the annual appropriation, there would be no penalty clauses in the lease. Mr. Tymesen said that he is anticipating that the City could get a 20 year fixed lease rate of less than 3%, which would be about \$5,500 per month.

Councilmember McEvers asked about binding future councils. Mr. Tymesen reaffirmed that it is an annual appropriation. Councilmember Gookin commented that the City is receiving income right now from leasing the old library building. Mr. Tymesen said that the lease income is \$1,500 a month; however, the expenses have been "gobbling" that up on an annual basis and it hasn't really resulted in a lot of positive cash flow.

Councilmember Gookin said that he read the Supreme Court opinion and he doesn't think that leasing portions of the building would pass muster. Mr. Tymesen said that he has sat with at least two attorneys that believe that it would. Councilmember Gookin said that, in his opinion, people want a public vote on things and they don't like it when it is taken away from them. He commented that there are tools available to fund this project and that he thinks it is a good project, but we should find another way to fund it.

Councilmember Miller noted that when she was in a wheelchair for quite a while, it was a challenge to get around City Hall. She agreed that the project is probably past due, but is confused about the lease/bond and how she would explain it to her constituents. Mr. Gridley said that to think of it as leasing a piece of equipment and that banks do fixture financing all the time. Councilmember Miller said that it feels like a loan for a remodel that is couched in a different way. Mr. Gridley said that it is creative financing, but the key is that the banks are comfortable with the legality and the risk is really on them. Council is signing off on a year lease, and then next year could decide to not appropriate the money. Councilmember Miller asked if, four years down the road when there is a new council, if they didn't want to appropriate the money, what would happen. Mr. Gridley said that the lease would end. Mr. Tymesen said that if Council chooses not to pay, the City won't get a good credit rating. That is why the banker is trusting that this is an ordinary and necessary part of city government.

Mayor Widmyer said that the \$1 Million figure is the maximum amount of the lease and what they are asking for is council approval to move forward. The final financing package will come a little down the road. He feels confident that \$100,000 is probably a good price for the Fruitland property.

Mr. Hammond said that the issue isn't building a fancy City Hall. The issue really is

more efficiently using space. In the end, all spaces will be more readily used and they are going to create some more energy efficiencies, and will do the ADA improvements that need to be done, and they are proposing to do it without going out and asking for an additional tax levy. He is not concerned about the short-term borrowing because their neighbor to the west did that to build a police station and city hall and people didn't complain because they weren't asking for additional funds. The police department was completed with some urban renewal money and some of the city hall was done with money that was put aside. Mr. Hammond doesn't think that they should ask for a bond and said that the City can, if it exercises financial diligence, complete the project within their current funding.

Councilmember Evans said that she agrees that this is long overdue. Her only hesitation is with the Blackwell property and she wants to make sure that they aren't being short-sighted in missing any future opportunities as waterfront is valuable and limited.

Councilmember Miller said she is also sensitive to city-owned waterfront and commented that the property is an access point and a strategic piece, and suggested that the council might want to look at removing it from the proposal. Mayor Widmyer suggested that council might want to give Mr. Tymesen direction to obtain an appraisal on the property.

Councilmember Edinger said that he recalled that some years ago there was a citizen survey taken regarding the remodel of City Hall and as he remembers, it was very low on the totem pole of things to do. He also wondered how big of a deal it would be to go to the public for approval of a bond. Mayor Widmyer commented that if you have excess funds, he thinks there comes a point where having too much money in the General Fund is not a good thing. Mr. Tymesen confirmed that the audit is going to be very solid and they had a very solid year.

Councilmember Gookin said that the Supreme Court decision still makes him nervous. Mr. Tymesen commented that they have cash in the General Fund to do the project, and could go to the bank and get a CD and borrow on that. Councilmember McEvers said that this point, ADA compliance needs to be done, one way or the other.

MOTION by Miller, seconded by Gookin, to direct staff to move forward with the City Hall remodel plan as presented.

DISCUSSION:

Councilmember Gookin suggested that the council frame the project as an ADA update, and asked if the staircase could be an add alternate. Ms. McLeod said now that staff has the authority to move forward with building drawings and budget costs, before they go out to bid they can see where they are and may be able to put some add alternates into the bid. Mr. Trapp commented that they haven't designed anything yet in regard to the staircase but the stormwater management would have to be moved and the cost for the staircase was a best guess.

Councilmember McEvers asked how the new entrance to City Hall would impact employee parking. Ms. McLeod said that they have already asked staff to start parking in

the upper parking lot and leave the entryway open for people coming into City Hall. Staff will still have the ability to enter the building with their magnetic cards in the upper area. Councilmember McEvers asked about metal roofs at the library and falling snow. Mr. Trapp said that it is an issue with metal roofs and the proposed concept doesn't have any roofs that slope down onto public walkways.

Motion carried.

MOTION by Gookin, seconded by Edinger, to recommend the disposal of surplus real property at 3285 Fruitland Lane, setting a minimum value of \$84,520, set a public hearing to sell the parcel, and directing staff to sell the property by sealed bid auction as allowed by State Code.

DISCUSSION: Councilmember Miller asked if it would be possible to change the zoning on the property to increase its value. Mr. Tymesen said that the property is zoned R-17 now and Ms. McLeod commented that any purchase could come in with a zone change request.

Motion carried.

MOTION by Gookin, seconded by Miller, to recommend disposal of surplus real property at 201 Harrison Avenue and direct staff to move forward with a land trade in accordance to State Code.

DISCUSSION: Councilmember McEvers asked for an explanation of how exchanging land turns into money. Mr. Tymesen explained that the city's asset is greater in value than the land that St. Vincent de Paul is going to trade the city. The State Code says that that they can do land exchanges. The City would let St. Vincent de Paul purchase the 50 foot strip of land, and then take the 50 feet strip of land and they will then trade it to the city for the 201 Harrison Avenue property and the City will receive an additional \$550,000.

Motion carried.

Staff was directed to obtain an appraisal on the Blackwell property.

MOTION by Gookin, seconded by Edinger to direct staff to return to council with options for financing the remaining funds needed, utilizing whatever tools are available.

Motion carried.

Mr. Hammond said that Tim Martin came up with an idea to help people get rid of their yard waste by placing bins used for commercial purposes around town so that people

could dispose of their branches and debris. Mr. Martin has worked out a deal for grinding the wood and Mr. Hammond noted that it would be a good service to help people out. The Cleanup CDA event will be held the week of February 10th and Mr. Hammond confirmed that there is money in the budget to take care of the expense involved. He noted that it is up to the homeowner to bring the branches to the bins. Council had no objection to the Cleanup CDA event and press release.

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

The meeting adjourned at 5:31 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

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

February 2, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room February 2, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger) Members of Council Present
Dan Gookin)
Kiki Miller)
Woody McEvers)
Amy Evans)

Dan English) Member of Council Absent

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

INVOCATION: Pastor Stuart Bryan with the Trinity Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

LET'S MOVE! PROGRAM UPDATE: Erin Whitehead, Panhandle Health District, Health Education Specialist, explained that Let's Move CDA was a program to combat childhood obesity. She announced that the City of Coeur d'Alene has reached gold status in all five-goal categories and presented the Council with a gold medal for meeting those goals. She announced that the campaign would continue to seek the all-star status. There are eight all-star strategies, some of which the City is already working toward such as making the City more walkable and bikeable. Ms. Whitehead explained the benefits to the environment and health of the community. She requested the City support the registration to seek the All-star City designation. The next steps include the creation of a logo, organize partnerships to set goals, and implement actions.

Councilmember Gookin asked if the schools were involved and how the program will measure success. Ms. Whitehead noted that there are many programs with the Schools especially involving the Nutrition Services Department. She explained that it is difficult to quantify the success of this type of program as it is a new program and data will have to be analyzed over time on a large scale. She noted that they have provided education to 67 early childcare educators regarding how to increase physical activity and nutrition in their programs. Additional education opportunities are forth coming.

CONSENT CALENDAR: Motion by McEvers, second by Evans, to approve the consent calendar.

1. Approval of Council Minutes for January 14, 2016 and January 19, 2016.
2. Approval of Bills as Submitted.
3. Approval of General Services Meeting Minutes for January 25, 2016.
4. Setting of General Services and Public Works Committees meetings for February 8, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Cemetery transfer from Argonne J. Dotts to Joseph B. Dotts; Lot 192, Block D, Section RIV of Forest Cemetery Annex
6. **Setting of a Public Hearing for March 1, 2016** for V-16-1 – Vacation of a portion of excess W. Kathleen Avenue right-of-way adjoining the northerly boundary of The Lodge at Fairway Forest.
7. **Resolution No. 16-005 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AUTHORIZING THE PURCHASE OF A PUBLIC SAFETY MOBILE COMMAND TRAILER AND APPROVAL OF AN AGREEMENT WITH LDV, INC.; APPROVING A MEMORANDUM OF AGREEMENT WITH DAVID A. HAGAR FOR POLICE CAPTAIN; AND AUTHORIZING THE PURCHASE OF TWO (2) POLICE VEHICLES.**
8. Approval of Beer and Wine License to Chipotle Mexican Grill of Kansas, LLC. 305 W. Appleway (Grill #2451), (new)

ROLL CALL: Gookin Aye; Evans Aye; Edinger Aye; Miller Aye; McEvers Aye. **Motion Carried.**

PUBLIC COMMENTS:

Let's Move!

Joe Abate stated that his is the Chief Medical Officer for Heritage Health and is in support of the Let's Move! program. He congratulated the Let's Move! partners on the great work done so far. He believes this is a catalyst for other organizations to work together on common problems. He would love to see the community create a Wellness Council that would align its interest with CDA 2030.

Mayor Widmyer noted that physical education has been deemphasized in the schools over the years and it should be more heavily promoted. He thanked Mr. Abate for his efforts.

MAYOR AND COUNCIL COMMENTS:

Councilmember Miller announced that the grand opening for the Lake City High School Public Library Branch was held recently. The kids and teachers are excited and already using the branch. She noted that she met with Library Directors from across the state, and they provided very positive feedback. She thanked the Library Foundation, Library Board, and School Board

for their support in bringing this pilot project forward. The Mayor thanked Councilmember Miller for her work in seeing this project through.

Councilmember Gookin requested the following item be placed on the next Council Meeting Agenda: Starting the Budget Process Early.

APPOINTMENTS:

MOTION: Motion by McEvers, seconded by Gookin to approve the appointment of Kraig Lysek to the Library Board. **Motion carried.**

RESOLUTION NO. 16-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH KOOTENAI COUNTY FOR SOLID WASTE BILLING SERVICES.

STAFF REPORT: Finance Director Troy Tymesen explained that this is a request to continue the relationship with Kootenai County for billing services. This has been a partnership since 2006, wherein the City provided streamlined billing processes. In exchange for these services, the County will accept 204 tons of street sweepings, leaves, and other waste debris each calendar year. The new agreement calls for a payment to the City of \$10,000 per year. Kootenai County Solid Waste is a utility and an enterprise fund, which means that there is a fee charged for the service provided.

MOTION: Motion by Edinger, seconded by McEvers to approve **Resolution No. 16-006**; approving an Agreement with Kootenai County Sanitation for Billing Services of Commercial Customers.

ROLL CALL: Evans Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye. **Motion Carried.**

A-4-15- Annexation of 7925 Ramsey Road - Kerr Family Properties, LLC. - Pursuant to Council Action December 15, 2015

MOTION: Motion by McEvers, seconded by Edinger to approve the Findings and Order for A-4-15; 7925 Ramsey Road; zone change from County Agricultural Suburban/Commercial to City C-17. **Motion carried.**

Resolution No. 16-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH KERR FAMILY PROPERTIES, LLC., WHOSE ADDRESS IS 975 N. HONEYSUCKLE AVENUE, HAYDEN, ID. 83835

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 16-007**; approving an Annexation Agreement with Kerr Family Properties, LLC. for annexation of 7925 Ramsey Road, A-4-15.

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

**COUNCIL BILL NO. 16-1001
ORDINANCE NO. 3528**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27 & 26, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Edinger, to pass the first reading of **Council Bill No. 16-1001**.

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

MOTION: Motion by Gookin, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1001** by its having had one reading by title only.

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

**COUNCIL BILL NO. 16-1002
ORDINANCE NO. 3529**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 (RESIDENTIAL AT 17/UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PORTION OF A PARCEL FRONTING EMMA AVENUE AND DAVIDSON AVENUE, EAST OF NORTHWEST BOULEVARD, MEASURING APPROXIMATELY 1.28 ACRES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Edinger, to pass the first reading of **Council Bill No. 16-1002**.

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1002** by its having had one reading by title only.

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

A-3-15 (QUASI-JUDICIAL HEARING) HARMONY HOMES, LLC: 2810 & 2960 W. PRAIRIE AVENUE; PROPOSED ANNEXATION FROM COUNTY AGRICULTURAL TO CITY R-8

STAFF REPORT: Planner Sean Holm explained that the applicant, Donald Smock, has requested annexation of an approximately 19.43 acre parcel with a zone change from County Agriculture to City R-8; Residential at 8 units per acre. The property is located south of Prairie Avenue, and north of Rocket Street between Atlas Road and Gila Court. He reviewed the area land use and surrounding zoning. He noted that the findings include the following: that this proposal is, or is not, in conformance with the Comprehensive Plan policies; that the public facilities and utilities are, or are not, available and adequate for the proposed use; that the physical characteristics of the site do, or do not, make it suitable for the request at this time; and that the proposal would, or would not, adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and/or existing land use. Mr. Holm reviewed the applicable Comprehensive Plan sections and staff input regarding the finding categories. He noted that staff had no proposed conditions.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

APPLICANT: Sandy Young, acting as the applicant's representative, explained that the requested zoning is compatible with adjacent properties. She noted that the applicant is requesting a subdivision and PUD concurrent with the annexation request. There were some conditions noted by the Planning Commission for the PUD. The proposal includes 94 lots, 86 single family and 8 townhome lots. Ms. Young reiterated that the infrastructure is available and appropriate for the capacity of this proposal. She also noted that the Comprehensive Plan would support this zone request. Ms. Young also noted that based on the discussion at the Planning Commission Meeting regarding traffic on Prairie, she confirmed with the Post Falls Highway District that they have jurisdiction overseeing Prairie Avenue. Post Falls Highway District requested a gap study be completed regarding the wait times of vehicles waiting to turn onto Prairie from the development. The number of vehicles entering the neighborhood is minimum compared to the traffic already on Prairie Avenue. They found that during the morning peak hour traffic 63 cars per hour would be coming out of the development east bound and 24 cars

west bound with a capacity of 606 to 624 cars. At evening peak traffic, 67 cars per hour would be eastbound, and 16 cars per hour west bound, with a capacity of 445 to 607 on Prairie Avenue.

PUBLIC COMMENTS:

John Partridge noted that he lives in Sunshine Meadows, abutting this proposed development, and wanted to be assured that the Planning Commission conditions were included. The townhomes were a concern along the east side of the subdivision, but the developer agreed to move them. He is pleased with the buffer and the green screening along the eastern property line.

Janice Wilson noted that she lives in Sunshine Meadows and was originally concerned about the townhomes but is glad that they have moved away from the eastern side. She expressed appreciation that the developer adjusted those lots. She hoped that Rocket Street would not be used for heavy equipment traffic during development.

APPLICANT REBUTTAL: Ms. Young confirmed that the townhomes have been moved to the west side of the subdivision. She noted that no heavy equipment access on Rocket can be noted on the site disturbance permit and they will ask the site superintendent to use Prairie. Mr. Holm stated that the City does not have jurisdiction over Prairie Avenue, but will ask for the construction traffic to flow that way.

Public testimony was closed.

MOTION: Motion by Gookin, seconded by Evans to approve the requested annexation and zoning from County Agricultural to City C-8 for 2810 & 2960 W. Prairie Avenue, to direct staff to negotiate an Annexation Agreement, and to develop the necessary Findings and Order.

DISCUSSION: Councilmember Gookin asked for clarity regarding the open space. Ms. Young stated that open space meets the city requirement and they have provided 10.5%. Additionally, the Planning Commission included a condition for a six-foot high fence and a 10' buffer to be provided on the east side of the subdivision with 15' tall approved trees. Councilmember Miller asked if the open space becomes the maintenance responsibility of the Homeowner Association. Ms. Young confirmed that it was a condition of the Planning Commission to include open space maintenance as the Homeowner Association responsibility. Councilmember McEvers thanked the developer for working with the neighbors. Mr. Holm explained the process for the PUD and Subdivision development; and that it would only come back to Council if it were appealed. Councilmember Gookin stated that the proposal is in conformance with Comprehensive Plan as it is a transition zone; that facilities are available pursuant to the staff report; that the physical characteristics of the site make it suitable for the request, as it is flat; and that the proposal would not adversely affect the surrounding neighbor as it is a compatible use.

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

PUD-1-04.4 (QUASI-JUDICIAL HEARING)) - APPLICANT: RIVERWALK TOWNHOMES, LLC; APPEAL OF PLANNING COMMISSION DENIAL WITHOUT PREJUDICE; BELLERIVE LANE, REQUESTED MODIFICATION TO RIVERWALK PUD AND S-6-15(QUASI-JUDICIAL) - APPLICANT: RIVERWALK TOWNHOMES, LLC; APPEAL OF PLANNING COMMISSION DENIAL WITHOUT PREJUDICE; BELLERIVE LANE, REQUESTED PROPOSED 2-LOT PRELIMINARY PLAT “RIVERWALK TOWNHOMES.”

STAFF REPORT: Planner Tami Stroud explained that the applicant Riverwalk Townhomes, LLC has appealed the decision of the December 8, 2015 Planning Commission regarding PUD 1.04.4 and S-6-15 related to the Riverwalk Townhomes to deny without prejudice. The parcel of land is an approximately 0.945 acre parcel located east of the terminus of Bellerive Lane and on the south side of the existing Centennial Trail. The applicant has request changes to the Bellerive PUD to replace two (2) Boardwalk Homes and two (2) Carriage Homes located over a detached garage with two (2) Courtyard Home structures (a total of 4 residential units), a Boardwalk Home and a Carriage Home. This would result in six residential units versus the four approved. Additionally, the applicant is requesting modification to the open space within Bellerive PUD, resulting in a decrease in the amount of total open space previously approved. Ms. Stroud presented the approved PUD Master Plan and the proposed amendment. She noted that findings needed for the PUD include the following: that this proposal is or is not in conformance with the comprehensive plan policies; that the design and site planning (is) (is not) compatible with existing uses on adjacent properties; that the proposal (is) (is not) compatible with natural features of the site and adjoining properties; that the location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services; that the proposal (does) (does not) provide adequate private common open space area, as determined by the Commission, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes; that off-street parking (does) (does not) provide parking sufficient for users of the development; that the proposal (does) (does not) provide for an acceptable method for the perpetual maintenance of all common property. She noted that findings needed for the Subdivision include the following: that all of the general preliminary plat requirements (have) (have not) been met as attested to by the City Engineer; that the provisions for streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, and utilities (are) (are not) adequate where applicable; that the proposed preliminary plat (does) or (does not) comply with all of the subdivision design standards (contained in chapter 16.15) and all of the subdivision improvement standards (contained in chapter 16.40) requirements; that the lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district.

Ms. Stroud noted that there were several proposed conditions. Ms. Stroud reviewed the comprehensive plan policies, uses within the area, and physical characteristics of the site that are applicable. She reviewed the open space area as required. Additionally, the Planning Commission directed staff to work with the homeowners association (HOA), resolve the deficiencies in open space, and get them into PUD compliance. Staff has had discussions with John Magnuson, the HOA representative, and Cliff Mort, an owner of the property. The

Planning Commission has scheduled a workshop on February 9, 2016 to discuss the interpretation of open space.

DISCUSSION: Councilmember Gookin asked Ms. Stroud if it is staff's opinion that the overall PUD did not complete the open space requirement. Ms. Stroud clarified that there are approximately 3 acres that are undeveloped open space with only .5 acres as developed open space. Councilmember Gookin asked if approving the request would decrease open space throughout the PUD. Ms. Stroud explained that Condition #9, modification of the phasing plan stated that in Phase 4 the open space must be platted and constructed. If this was approved it would decrease the open space. Councilmember Gookin asked why this does not meet the Shoreline Ordinance regulations. Ms. Stroud explained that the PUD allowed for a modification to the ordinance to allow for construction within 35 feet of the shoreline. Councilmember McEvers summarized that the developer did not fulfill the requirements as they went along, and now they are trying to fix open space at the end of the PUD. Councilmember Evans asked what the normal enforcement mechanism is for code violations such as this situation. Deputy City Attorney Randy Adams stated that this is a continuing project, so a lot of development of open space deferred to closer to the end of development, to see what other buildings are built. If there is a violation of the PUD requirements, it is a code violation and can generally be dealt with through code enforcement. Ms. Stroud noted that the open space requirement is normally 10%; however, 18% was set forth in this PUD. Councilmember Edinger asked if they allowed this request would it be setting a precedent. Mr. Adams clarified that it would not be a binding precedent. The question would be should the decision the Planning Commission made for 18% open space continue today. However, others may bring up that same argument. Councilmember Miller asked if the PUD were at 10% would this situation be happening. Ms. Stroud noted that they would be closer to meeting the requirement. Councilmember Miller asked for clarification regarding who the responsible party is to get compliance for the entire PUD. Ms. Stroud explained that staff understands there have been several developers over the years that are not involved today, so they have expected Mr. Williams to work with the HOA to get adequate open space.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

APPLICANT: Applicant's representative Shawn Glen explained that the applicant wants to comply with open space requirements for the town homes. There is a difference between the platted open space and the improved open space. The applicant wants to subdivide the one lot to accommodate six units, rather than four. She explained that the land that Mr. Williams purchased would have over 30% dedicated to open space. She reviewed the open space that has been platted since 2005 and the approved phases and amendments that have occurred over time. She reviewed the riparian strip and noted that it is need for the boardwalk, as such should be included in open space. She believes that the platted open space; in addition to Mr. Williams's proposed open space, would equal 4.59 acres of open space that would exceed the PUD requirements. The disconnect lies in the fact that staff has interpreted open space as needing to be improved open space. However, she believes that the three previous phases are responsible for those requirements, not Mr. Williams. She reiterated that the city wants improved open space

and that there is already 4.5 acres platted, including the Centennial Trail. Additionally, Mr. Williams' parcel provides two public access points to the river.

PUBLIC COMMENTS:

John Williams noted that there has been a lot of discussion and debate regarding his request; however, he believes the most important point is that for 10 years the Planning Commission has accepted the open space as dedicated. Most recently, in 2014 the Bellerive 5th Addition was approved and open space was accepted. Now the issue is usability, with the question of does recreation need to be walkable and useable. He feels the Planning Commission is over reaching by trying to catch up after 10 years of development. The topography of the open space has not changed from the original geography of the site. He believes he should get credit for the Centennial Trail and the boardwalk. He reiterated that a third of his lot would be used for open space and public access, with a path without a lot of landscaping.

APPLICANT REBUTTAL: Ms. Glen noted that the Centennial Trail portion of the PUD is part of the open space and was platted as open space. She believes that if the public trail cannot be deemed a part of the open space it would deny dual usage. She felt it was inappropriate for the Council or staff to redefine open space later in February and retroactively apply it to Riverwalk Townhomes. Additionally, she said that the riparian strip is useable open space and not something that Riverwalk Townhome can be responsible for. Past open space issues should be dealt with by the HOA. Previous phases of the development had the opportunity with the City to decide what would be open space and what would not. Riverwalk Townhomes now has the burden of the only remaining space for open space.

Public testimony was closed.

DISCUSSION CONT.: Councilmember Evans asked the applicant for clarification regarding their references to the riparian strip. Ms. Glen explained that she would refer to that as the riparian strip, not Tract A. Ms. Stroud noted that the consistency in PUD's throughout the community is improved space, not weed patches. She clarified that it has been fully landscape and interpreted by legal staff that they could not include both the boardwalk and riparian area, as it is not useable space to the community. Councilmember McEvers asked why the Centennial Trail is not included in the open space. Ms. Stroud explained that the trail is a public trail not a part of the PUD open space. Councilmember McEvers asked what are the PUD changes that were requested and approved over the years. Ms. Stroud said that there were many changes such as different home types; however, most did not change the open space area such as this request does. Councilmember McEvers asked for clarification as to what it meant when the Planning Commission denied without prejudice. Mr. Adams clarified that the Planning Commission denied without prejudice so that they could seek an interpretation of open space, work with the HOA, and discuss how to resolve some issues to allow the development to go forward. He noted that there is a letter from the HOA indicating that they are not planning to take any further action to develop the open space and the Planning Commission will be working on interpretation at their meeting next week. Ms. Stroud explained that Mr. Williams contacted staff in 2014, at which time staff provided information regarding the open space needs and they have had a number of meetings with him to clarify the conditions and what the requirements were.

Councilmember Gookin questioned what the applicant could currently build by right. Ms. Stroud explained that the land would need to be re-platted before it can be developed, then the applicant could build two boardwalk homes and two carriage homes as depicted on the PUD. Councilmember Edinger clarified that the Planning Commission's motion to deny without prejudice indicates they are willing to look at this request again. Ms. Stroud clarified that the Planning Commission wanted staff to work with the HOA and to have the open space interpretation done. Councilmember Miller questioned if the open space had been improved rather than weeds, would there be any current issues. Ms. Stroud noted that it would depend if they had met the 18% requirement, and that the HOA could have come back at any time to request a decrease to 10%.

Councilmember Evans asked Ms. Glen if Mr. Williams was aware of what would be counted as open space, specifically that the riparian strip could not be included, before he purchased the property. Ms. Glen stated that it was new information that the riparian area could not be counted, as it was platted as open space.

The Mayor summarized that this comes down to an open space discrepancy and believes that the issue needs to be studied, which will include the Planning Commission meeting on February 9, 2016. He does not believe that there is enough information to make a determination on the open space at this time. Councilmember McEvers wants the development to be successful, but agrees that the City has to clarify open space. Additionally, he does not agree that there should be credit for the public trails. Councilmember Miller noted that it seems that the previous developers and homeowners did not do what they said they were going to do. She wondered what would be gained from making this an example of fixing a problem that previously existed. Councilmember Gookin noted that the community is interested in riverfront access and wants more access. He believes the City dropped the ball and feels like this is delaying the development.

MOTION for PUD 1-04.4: Motion by Edinger, seconded by Evans to deny without prejudice the Appeal of the Planning Commission Denial without prejudice of PUD 1-04.4 and refer the interpretation of open space to Planning Commission.

ROLL CALL: Evans Aye; Edinger Aye; Miller No; McEvers Aye; Gookin No. **Motion carried.**

MOTION for S-6-15: Motion by McEvers, seconded by Evan to deny without prejudice the Appeal of the Planning Commission Denial without prejudice of S-6-15.

ROLL CALL: Edinger Aye; Miller No; McEvers Aye; Gookin No; Evans Aye. **Motion carried.**

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

The meeting adjourned at 8:11 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

February 8, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Capt. Steve Childers, PD
Chief Lee White, PD
Lt. Bill McLeod, PD
Mike Gridley, City Attorney
Tim Martin, Street Director
Jim Hammond, City Administrator
Troy Tymesen, Finance Director

Item 1. Approval of the purchase of a mobile command trailer tow vehicle.
(Resolution No. 16-008)

Captain Steve Childers is requesting Council authorize the Police Department to purchase a truck to be used as a tow vehicle for the recently purchased Mobile Command Trailer. Capt. Childers noted in his staff report that voters approved a General Obligation Bond in early 2015 which allowed funding for a Mobile Command Trailer and tow vehicle. Based on recommendations from the trailer company, the PD has selected a Ford F550 truck to be purchased from Lake City Ford, who is offering the vehicle at state bid pricing. Total cost for the truck is Fifty-six thousand dollars (\$56,000.00). Capt. Childers said this is expected to bring the total cost for this project approximately \$5,000 under the approved and budgeted amount.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-008 authorizing the purchase of a Ford F550 truck to be used as a tow vehicle for the mobile Command Trailer. Motion Carried.

Item 2. Purchase of Faro Focus 3D Scene Mapping Hardware and Software from a sole source provider.
(Resolution No. 16-008)

On October 20, 2015 the Council authorized staff to apply and accept the Idaho J.A.G. grant for a laser scanner used for crime scene analysis and 3D mapping.

Chief Lee White is asking Council to authorize the purchase of the scanner from the sole source provider of Faro Technologies, Inc. using funds from the Idaho JAG grant. It was noted in the staff report that the Department investigates felonious criminal activity, particularly homicide, suspicious death, and Officer Involved critical incidents (regionally) where crime scene documentation / measurement / analysis are crucial. This is currently done manually. On February 3, 2016, the Department was awarded the \$64,335 grant to purchase technology which will aid in the investigation, allow for a more accurate measuring and analysis, aid in investigation of items like blood spatter, and offer a higher level of evidence for court proceedings. The grant award includes the applicable hardware / software / licensing purchases. The way the grant was written, it would not be just a CDA PD's piece of equipment. It would also allow for other agencies to use the equipment, which is consistent with the Memorandum of Understanding the City has for major critical

incidents. Chief White added that they ask for Faro Technologies to be considered as a sole source vendor, in accordance with Idaho Code Section 67-2808, for the purchase of this equipment / software due to several factors including: (1) being the only developer with a blood spatter plug-in for forensic analysis and (2) the only company that works with some of our existing software / data from previous investigations and "Total Station", an obsolete system no longer in use with the Department. In addition, FARO Technologies is an authorized vendor of the General Services Administration. This equipment, after training, will reduce total man hours in the field pertaining to crime scene measuring.

Council Member Miller asked if the awarded amount covers the equipment, software, and training. Chief White noted that the training is not included but his current Travel and Training budget will cover that.

Council Member Miller asked about the cost of future software upgrades. Chief White said there will be some software upgrades needed in the future. However, they have a piece of equipment currently that they've already funded for upgrades that have not been done. They will use those funds for future upgrades to this piece of equipment.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-008 authorizing staff to purchase a 3D laser scanner from Faro Technologies, Inc. using funds from the Idaho J.A.G. grant. Motion Carried.

**Item 3. Authorization to purchase one (1) Police Patrol Vehicle.
(Resolution No. 16-008)**

Chief Lee White is requesting approval to purchase one (1) patrol vehicle to replace one that was damaged in a rear-end collision on December 22, 2015. Chief White said the City was informed on February 2, 2016 that the vehicle could not be repaired and would be totaled. PD is requesting the amount reimbursed by the third party insurance company be put towards the cost for replacement vehicle. Much of the equipment from the damage vehicle will be used in the replacement vehicle, however, some items will no transfer to a new vehicle. The remaining funds required to outfit the vehicle will come from the PD's FY 2015/16 budget.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-008 authorizing the purchase of one (1) patrol vehicle. Motion Carried.

The meeting adjourned at 12:10 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**PUBLIC WORKS COMMITTEE
MINUTES
February 8, 2016
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Dan English

STAFF PRESENT

Gordon Dobler, Eng. Svcs. Dir.
Dennis Grant, Eng. Project Manager
Jim Hammond, City Administrator
Randy Adams, Deputy City Attorney
Amy Ferguson, Executive Asst.
Tim Martin, Streets Supt.
Mike Becker, WW Project Manager
Mike Willis, Asst. Street Supt.
Troy Tymesen, Finance Director

**Item 1 Approval of Financing Agreement with Ignite CDA for Seltice Way Design
Agenda Item**

Gordon Dobler, Engineering Services Director, presented a request for Council approval of a financing agreement with Ignite CDA for the Seltice Way design.

Mr. Dobler stated in his staff report that the design of Seltice Way Reconstruction is in the current year's CIP plan. The design costs are partially funded by Ignite CDA (\$250,000). The total design fees are \$342,900. The remaining \$92,900 will come from the City (impact fees). Approval of the agreement will provide the funds necessary for completion of the project design.

Councilmember Gookin said that he thinks the project should have been done with federal funding because we all pay federal taxes, and if the city would have been on the ball, they could have had the federal funding in place. He has an issue with this project because it is not specifically mentioned in the URD plan. Councilmember Gookin said that the River District plan is vague and useless and he thinks that the city is taking advantage of that. Because it is not specifically in their plan, they don't justify how it fits within the mission.

Councilmember McEvers asked Mr. Dobler to explain why the city ended up proceeding without the federal funds. Mr. Dobler said that there was no construction money within five years, and it was always just for design. When Ignite CDA committed to the construction, it was with the assumption that the project would be built in 2017, which wouldn't have happened if they had stayed with the federal design. Councilmember Gookin said that if the city would have done the design earlier, they would have gotten on the list earlier, and it would have been done with federal dollars. He believes that urban renewal is being used as a tool of convenience to fund things that would otherwise have other avenues to fund.

MOTION: Motion by English, seconded by McEvers, to recommend Council approval of Resolution No. 16-010, authorizing an agreement with Ignite CDA for the Seltice Way Design. Motion carried with councilmember Gookin voting no.

Item 2 Approval of a Professional Services Agreement with Welch Comer & Associates for the Design of Seltice Way
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for council approval of the design contract for Seltice Way reconstruction.

Mr. Dobler stated in his staff report that the design of Seltice Way Reconstruction is in the current year's CIP plan. The consultant selection process was completed last fall, when the project was federally funded. The design phase was originally funded by federal funds and Ignite CDA. The federal funds were released in order to expedite the design and construction process. The total design fees are \$342,900 with Ignite contributing \$250,000. The remaining \$92,900 will be paid from impact fees. With the recent commitment from Ignite to fund the construction phase, completion of planning and design will expedite the project and allow for construction in FY 2017.

Mr. Dobler said that the council made a point that they do a little bit more on the planning side for Seltice than for a typical street widening project. A planning element is included in the scope of services with meetings with stakeholders, etc. Mr. Dobler said that he is requesting two motions – one to approve the professional services agreement and another to approve an expenditure of \$92,900 from Impact Fees. He noted that in the budget they had anticipated that the design under the federal project would be upwards of \$550,000.

Councilmember McEvers asked if the property owners will know what is coming beforehand or after the fact. Mr. Dobler said that they will know what is coming beforehand. In regard to some of the developments like Mill River, they are not sure if they will contact every property owner but will touch base with the homeowners association and give them a timeline of construction and solicit input for the planning part of the project. They are soliciting input from the various groups and individual property owners along the corridor. Mr. Dobler also confirmed that they will address ingress and egress and said that the project will remain in the existing right-of-way, and that they aren't going to acquire additional right-of-way. For the new properties, they would seek to understand how they see their future and coordinate with them.

Councilmember English asked if they were going to tear up the existing asphalt roadway. Mr. Dobler respond that yes, it will be a new surface when it is done. Councilmember English asked what the balance was in the Impact Fee account and what is generated a year. Mr. Dobler said that the impact fees for transportation are split into three quadrants, but citywide it is about \$1.5 million with about \$250,000 - \$350,000 accrued in an average year depending on the economy.

Councilmember Gookin asked if the project went out to bid. Mr. Dobler said that yes, it was done under the state's auspices and the state code requires that for anything over \$25,000 you have to send out a request for qualifications. They solicited from three or four different firms and received three responses. A committee reviewed and rated the proposed and selected Welch Comer.

Councilmember Gookin asked if there would be an opportunity for the public to weigh in on the design. Mr. Dobler said that they haven't defined the minutia of the planning process but he anticipated that at least one open house would be held after they meet with the stakeholders and after they get past the preliminary concept.

Councilmember Gookin asked if the design would take sidewalks into consideration. Mr. Dobler said that they will have multi-use paths outside of the curb and a buffered bike lane inside the curb.

Councilmember Gookin asked if one of the stakeholders would be the Centennial Trail Foundation. Mr.

Dobler said that they will reach out to Bike CDA, the Centennial Trail, the Pedestrian & Bicycle Advisory Committee, property owners, and the homeowners association for Mill River.

Councilmember Gookin noted that some of the people who have driveways can make a left turn out of their driveway and after this project is completed they won't be able to do that. Mr. Dobler said that they will let them know. He also confirmed that the project includes signalization at Atlas & Seltice. The Post Falls Highway District is constructing a signal at Huetter this year and have agreed to fund their portion of the road outside of city boundaries. They will probably come forward this year with a financial agreement with the PFHD for the construction.

Councilmember Gookin asked if the split road design was going to be maintained. Mr. Dobler said that yes, the design will include a green belt. They are also looking at lighting as the Ignite CDA board said that they would like to see a focus on lighting.

MOTION: Motion by Gookin, seconded by English, to approve Resolution No. 16-008, authorizing an agreement with Welch Comer & Associates for the Design of Seltice Way, and authorizing the expenditure of \$92,900 from Impact Fees for the Design of Seltice Way. Motion carried.

Item 3 Resolution of Support for Federal Grant Application of City of Dalton, 4th Street Reconstruction, Dalton to Prairie

Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for council approval of a Resolution in support of the City of Dalton for their proposed 4th Street Reconstruction project.

Mr. Dobler stated in his staff report that the City of Dalton will be submitting an application for Federal grand funding of a proposed 4th Street reconstruction project. It would include reconstruction of the Dalton Avenue intersection as a roundabout. Two legs of this intersection are within the City of Coeur d'Alene, so the City of Dalton is asking for the City of Coeur d'Alene to execute a letter of support for the project to be included with the application. There is no immediate financial impact to the City of Coeur d'Alene. However, should the City of Dalton obtain grant funding for the project, the City of Coeur d'Alene would participate in a pro-rata share of the sponsor match which would be proportionate to the cost of improvements within its city limits. The estimated City of Coeur d'Alene share would be \$35,000 to \$45,000 and would be due when the project is funded, which is anticipated to be in the 2021-2022 time frame. Funds would come from impact fees. The Dalton Avenue/4th Street intersection is currently a 4-way stop and experiences heavy congestion during peak hours. Conversion to a roundabout would substantially decrease congestion and reduce potential traffic conflicts.

Mr. Dobler said that this concept of the roundabout at 4th & Dalton has been around for six or seven years. They have had ongoing discussions with the City of Dalton. If the federal grant is successful, they will probably go with an interagency agreement between the three agencies. Mr. Dobler said that about 10 to 15 feet right-of-way would need to be acquired in the city's jurisdiction on the south side.

MOTION: Motion by English, seconded by Gookin, to approve Resolution No. 16-008 in support of the City of Dalton's application for STP-Urban funding for 4th Street Reconstruction, Dalton to Prairie. Motion carried.

Item 4 Cooperative Funding Agreement for the 2016 Chip Seal Project Consent Calendar

Dennis Grant, Engineering Project Manager, presented a request for council approval of a Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, City of Hayden Lake, and the City of Coeur d'Alene for the 2016 Chip Seal Project.

Mr. Grant stated in his staff report that this year, the City of Coeur d'Alene is conducting its first Chip Seal program. The city's consultant, Welch Comer Engineering, is tasked with the design, bid, and construction phase services for all the participating municipalities. The Chip Seal program is a part of the City of Coeur d'Alene's Overlay program and is a budgeted item. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Hayden is taking the lead and will coordinate with the other city participants. Approving the 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.

Mr. Grant said that it will be a smaller scale project this year and will be incorporated into the overlay budget. He noted that an overlay runs about \$9.50 a square yard, whereas a chip seal might cost about \$2.50 a square yard, which results in about a 73% savings. The length of time an overlay usually lasts is about 20 to 25 years, and a chip seal lasts seven to ten years, but if the city keeps the roads in great shape, it will extend the life even longer.

Mr. Grant said that in the future they will want to do more chip seal. They are estimating about \$150,000, which is about 20% for the chip seal this year, and in the future they are hoping to do 40 to 50% chip seal to cover more square footage in the city.

Councilmember Gookin said that the city did this before and then stopped. He asked about rocks in fenders. Mr. Grant said that since he has been with the city, they have never done a chip seal, but have done slurry seals. What is different about this chip seal is that it is a smaller ¼ inch chip and it also depends on the procedure that prevents it from chipping away. With a ¼ inch chip, it should result in a flatter and safer surface. Mr. Dobler said that the main difference between what highway departments do and ITD, is the application of a fog seal. The fog seal prevents the rocks from flying up and results in a lot higher rock retention.

Councilmember Gookin asked if the entire city would be addressed within the 10 year span. Mr. Dobler said that they are starting with residential streets that are lower volume to see how those hold up. Potentially, they could be chip sealing arterials too. Councilmember Gookin asked if this program is successful, can he assume that residential streets would be done sooner than if they were overlaid. Mr. Dobler said that some streets have deteriorated too much to qualify for the chip seal and would have to be overlaid.

Councilmember McEvers asked if Ramsey Road could ever be chip sealed. Mr. Dobler said that Ramsey is certainly in that time frame where a chip seal would benefit it and it could happen. They want to see how the chip seal performs first. On Ramsey there are probably pockets that need to be repaired, but once those pockets are repaired, it certainly could be a candidate for chip seal. Also, Government Way from Harrison to the freeway might also be a candidate before Ramsey.

Councilmember McEvers asked if, when there are cracks, can a street still be chip sealed. Mr. Dobler responded that yes it could. They don't have to do the grinding of the lip/edges because the chip seal is thinner than the overlay. Mr. Dobler also noted that for the past two years Post Falls has gone to a ¼ inch

that seemed to have a lot more public acceptance. He noted that they would put larger chips on higher volume streets.

MOTION: Motion by Gookin, seconded by English, to approve Resolution No. 16-008 authorizing a Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, City of Hayden Lake, and the City of Coeur d'Alene. Motion carried.

**Item 5 Declare Surplus Used Vehicle
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for council to declare a 1998 Pontiac Grand Am, 2003 S-10 Blazer, 2004 S-10 Blazer, and 1968 Clark fork lift as surplus and authorize staff to proceed to auction.

Mr. Martin stated in his staff report that the vehicles were used as transportation for legal and building staff and deemed of no value. The fork lift was originally purchased by Streets and Water, given to Fire several years ago and has been sitting at the shops. There is no cost to the taxpayers. The auction house takes a percentage of the bid auction item. The department will shuttle items to Post Falls.

Mr. Martin said that for the last year or so administration and department heads have tried to strategically work out a plan to look at all possibilities throughout the city to see if they can find a place for surplus vehicles or get something out of the fleet that is a little older. The fleet supervisor goes through the records and gives Mr. Martin recommendations.

Councilmember Gookin said that it would be nice to have mileage logs on the vehicles.

MOTION: Motion by English, seconded by Gookin, to approve Resolution No. 16-008 declaring a 1998 Pontiac Grand Am, 2003 S-10 Blazer, 2004 S-10 Blazer, and 1968 Clark Fork lift as surplus and authorizing staff to proceed to auction. Motion carried.

**Item 6 Bid Results for the 2016 Cured In Place Pipe (CIPP) Project
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of a contract with the lowest responsive bidder for the City of Coeur d'Alene Wastewater Utility's 2016 Cured-In-Place Pipe (CIPP) Project.

Mr. Becker stated in his staff report that on January 4, 2016 the City prequalified two (2) CIPP Contractors through the State of Idaho Category B Bidding process. On January 21, 2016 Notice for Bids was issued to these contractors for this FY's public sewer (trenchless) rehabilitation project. Bids were opened on February 3, 2016. In accordance to the Bidding Documents, the basis of award is based on the lowest responsive Base Bid, and Planned and Engineered Construction (PEC) provided the lowest responsive bid. PEC has successfully completed eight previous CIPP contracts within the City of Coeur d'Alene to the Wastewater Utility's satisfaction.

Mr. Becker said that they hope to be completed by August 1st. Average bids are coming in at \$23.00/linear foot for 8 inch pipe.

Councilmember Gookin asked about the \$800,000 budgeted for rehabilitation. Mr. Becker said that budget amount includes both open trench and CIPP, engineering contracts and all their emergency spot repairs. The Wastewater Utility prioritizes the pipes on an as needed basis.

MOTION: Motion by Gookin, seconded by English, to approve Resolution No. 16-008 authorizing a contract with Planned and Engineered Construction (PEC) for the City of Coeur d'Alene Wastewater Utility's 2016 Cured-in-Place Pipe (CIPP) Project.

The meeting adjourned at 4:46 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 2/4/16
Department Name / Employee Name / Date

Request made by: Richard Simundson 699-9894
Name / Phone

8942 North Finudane Dr. Hayden ID 63835
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 212, 213, _____, _____, _____, _____. Block: F Section: R1V

Lot(s) are located in / / Forest Cemetery / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is Owner / / Executor* / / Other* _____

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

Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vincent Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Donald or Richard Simundson
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 350 per lot.

(Signature) 2/5/16
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: RRA 2/10/16
Attorney Init. / Date

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

City Clerk's Signature / Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / / ; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature / Date

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

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd	\$762.50
Rec No	219116
Date	02/16/16
Date to City Council:	02/16/16
Reg No.	
License No.	
Rv	

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from <u>Fedora</u> to <u>Doe Watson's</u>	\$

Business Name	<u>Hatchet inc</u>
Business Mailing Address	<u>P.O. Box 1055</u>
City, State, Zip	<u>Coeur d'Alene</u>
Business Physical Address	<u>1726 W. Kathleen</u>
City, State, Zip	<u>Idaho 83814</u>
Business Contact	Business Telephone: <u>208 745-8888</u> - Fax: <u> </u> Email address: <u>robie@watsonlaw.net</u>
License Applicant	<u>Robert Watson</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Robert Watson</u>

DATE: FEBRUARY 9, 2016
TO: MAYOR AND CITY COUNCIL
FROM: RENATA MCLEOD, CITY CLERK
RE: SETTING OF PUBLIC HEARING DATE: MARCH 1, 2016

I am requesting the City Council set a public hearing for the Council meeting scheduled March 1, 2016, to seek the Declaration of Intent to sell Real Property located at 3285 Fruitland Lane and set a minimum purchase price.

DATE: FEBRUARY 9, 2016
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 15, 2016

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-1-16	Applicant: Vista Meadows LLC Location: 2109 W. Prairie Avenue Request: A proposed annexation from County Agriculture to City R-8 (Residential at 8 units/acre) zoning district	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 15, 2016**

RESOLUTION NO. 16-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING ACCEPTANCE OF DEDICATION OF A TEN FOOT STRIP OF LAND FOR WIDENING OF 2ND STREET AT NEIDER AVENUE FROM JAMES AND YUKIKO DUFFIELD; APPROVAL OF S-1-15, EAST DAVIDSON ADDITION, FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY WITH COEUR D'ALENE COTTAGE COMPANY, LLC; APPROVAL OF S-2-15, WEST DAVIDSON ADDITION, FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY WITH COEUR D'ALENE COTTAGE COMPANY, LLC; APPROVAL OF S-5-15, LOBO LODGE COMMERCIAL TRACTS, 1ST ADDITION, FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY WITH LOBO LODGE INC. AND TIMBERLINE DISTRIBUTORS/THE BLACK SHEEP, LLC; AUTHORIZE THE PURCHASE OF A TOW VEHICLE FOR THE MOBILE COMMAND TRAILER; AUTHORIZE A SOLE SOURCE PURCHASE OF FARO FOCUS 3D CRIME SCENE MAPPING HARDWARE AND SOFTWARE; AUTHORIZE THE REPLACEMENT OF ONE (1) POLICE VEHICLE; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER AND ASSOCIATES, INC. FOR SELTICE WAY IMPROVEMENTS; APPROVAL OF A COOPERATIVE FUNDING AGREEMENT WITH THE CITY OF HAYDEN, CITY OF DALTON GARDENS, AND CITY OF HAYDEN LAKE FOR THE 2016 CHIP SEAL PROJECT; DECLARE SURPLUS USED VEHICLES FROM THE STREETS DEPARTMENT; AND APPROVAL OF A CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION, INC. FOR THE 2016 CURED IN PLACE PIPE PROJECT.

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

- A) Acceptance of dedication of a ten foot strip of land for widening of 2nd Street at Neider Avenue from James and Yukiko Duffield;
- B) Approval of S-1-15, East Davidson Addition, final plat, subdivision agreement and Security with Coeur d'Alene Cottage Company, LLC;
- C) Approval of S-2-15, West Davidson Addition, Final plat, subdivision agreement and security with Coeur d'Alene Cottage Company, LLC;
- D) Approval of S-5-15, Lobo Lodge Commercial Tracts, 1st Addition, Final plat, subdivision agreement and security with Lobo Lodge Inc. and Timberline Distributors/The Black Sheep, LLC;
- E) Authorize the purchase of a tow vehicle for the mobile command trailer;

- F) Authorize a sole source purchase of Faro Focus 3D Crime Scene Mapping Hardware and Software;
- G) Authorize the replacement of one (1) police vehicle;
- H) Approval of a Professional Services Agreement with Welch Comer and Associates, Inc. for Seltice Way Improvements;
- I) Approval of a Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, and City of Hayden Lake for the 2016 Chip Seal Project;
- J) Declare Surplus Used Vehicles from the Streets Department;
- K) Approval of a Contract with Planned and Engineered Construction, Inc. for the 2016 Cured In Place Pipe Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through K" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 16th day of February, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: February 16, 2016
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Acceptance of a Grant Deed for Right-of-Way Purposes on 2nd Street at Neider Avenue**

DECISION POINT

The City Council is being requested to accept the Grant Deed for additional right-of-way on 2nd Street at the intersection with Neider Avenue on the southeast corner (attached).

HISTORY

A portion of 2nd Street, south of Neider Avenue was originally constructed in 2003 when the small retail center was constructed along the south side of Neider Avenue east of Government Way. At that time, the City acquired a small piece of additional property from an adjoiner to the east to allow for the construction of a roadway that would be wide enough to accommodate two (2) vehicles, but not enough for a full width paved street section. The opportunity came in 2015 to acquire an additional portion of property to be used as right-of-way (R/W) that would allow for the construction of the remaining width of the street, and, install curbing, which would in turn aid in directing stormwater drainage into existing storm retention facilities. The Engineering Dept. worked with the estate of the late owner of that easterly property to acquire an additional ten feet (10'), and, working with a developer that had a project further down 2nd Street, was able to complete the paved street at the intersection.

PERFORMANCE ANALYSIS

The street construction was finished in the fall of 2015, and, the estate of the property owner recently finalized the grant deed for the ten foot (10') strip that we have utilized for R/W.

FINANCIAL ANALYSIS

The City acquired the strip of R/W (10'x131' / 1310 sf) for \$3000.00, which is approximately \$2.30/sf. The purchase is being made with funds allocated from impact fees.

RECOMMENDATION

Accept the right-of-way dedication and direct staff to proceed with the recordation.

GRANT DEED

FOR RIGHT-OF-WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that James E. Duffield, a married man as his sole and separate property, whose address is PO Box 444, Orcas, WA 98280, and, Yukiko Maki Duffield, a widow, whose address is PO Box 55901, North Pole, AK 99705, GRANTORS, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, do hereby grant, quitclaim and convey unto the City of Coeur d'Alene, Kootenai County, State of Idaho, 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, the following described property in Kootenai County, to wit:

See attached "Exhibit A" & Exhibit "B" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTORS do hereby dedicate their interest in said strip 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 GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed this 14TH day of January, 2016.

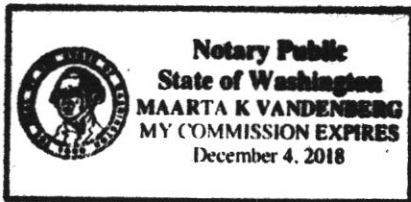

James E. Duffield, GRANTOR


Yukiko Maki Duffield, GRANTOR

State of Washington)
) ss.
County of SAN JUAN)

On this 14th day of January, 2016, before me the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared James E. Duffield, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

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

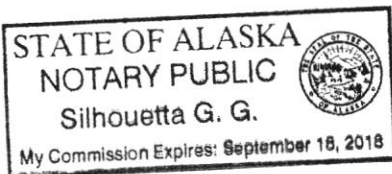


[Signature]
Notary Public for the State of Washington
Residing at: 27 MAIN ST EAST BOUND WA 98245
My Commission Expires: DECEMBER 4, 2018

State of Alaska)
) ss.
Borough of Fairbanks North Star)

On this 4 day of February, 2016, before me the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn, personally appeared Yukiko Maki Duffield, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

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



[Signature]
Notary Public for the State of Alaska
Residing at: Fairbanks, AK
My Commission Expires: 9/18/2018

Grant Deed: Duffield/2nd St



SCALE: 1"=20'

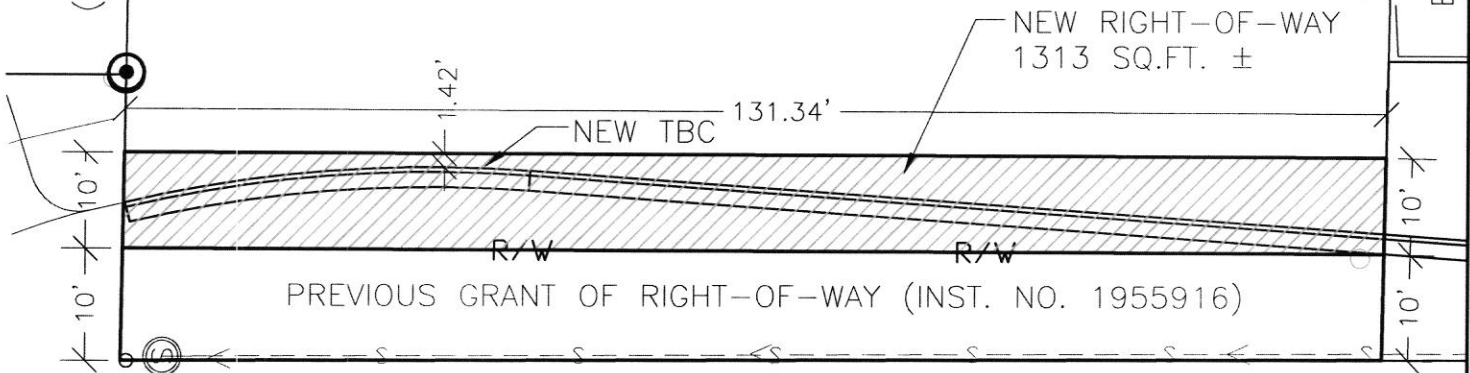
EXHIBIT "B"

TRACT 13, THOMAS ADDITION
(BOOK C OF PLATS, PAGE 4)

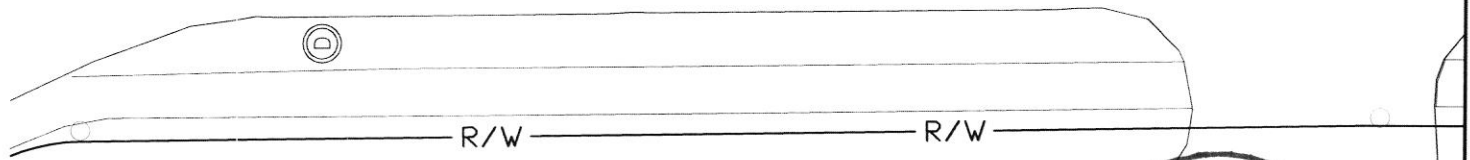
James E. Duffield Revocable Trust

ALEX ADD.
(BOOK J, PAGE 63)

BRIARWOOD 1ST ADD. (BOOK I, PAGE 491)

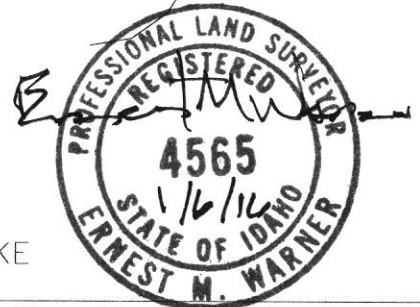


2nd STREET



ROMINE ADD.
(BOOK I, PAGE 462)

 RIGHT OF WAY TAKE



James E. Duffield Revocable Trust
Right-of-Way Exhibit

PROJECT NO. : 14.193b 14.193STREET(6-05-15)	DRAWN BY: Tate	SCALE: 1"=20'
SHEET NO.: 1	CHECKED BY: EMW	DATE: 1/6/16
	DRAWING: 14.193STREET(6-05-15)	




Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

EXHIBIT "A"

The East ten feet (10') of the West twenty feet (20') of Tract 13 of the Thomas Addition (recorded in Book C of Plats at Page 4, Records of Kootenai County, Idaho) situated in the Southwest 1/4 of Section 1, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho.



**CITY COUNCIL
STAFF REPORT**

DATE: February 16, 2016
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **East Davidson Addition: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot residential development.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Dennis Cunningham II
CDA Cottage Company
PO Box 3398
Coeur d'Alene, ID 83814
- b. Location: W. Davidson Avenue between Lincoln Way and NW Boulevard.
- c. Previous Action:
 1. Preliminary plat approval, CdA Planning Commission – February 2015.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$12,978.98 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the remaining outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by September 30, 2016.

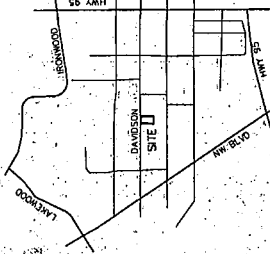
DECISION POINT RECOMMENDATION

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

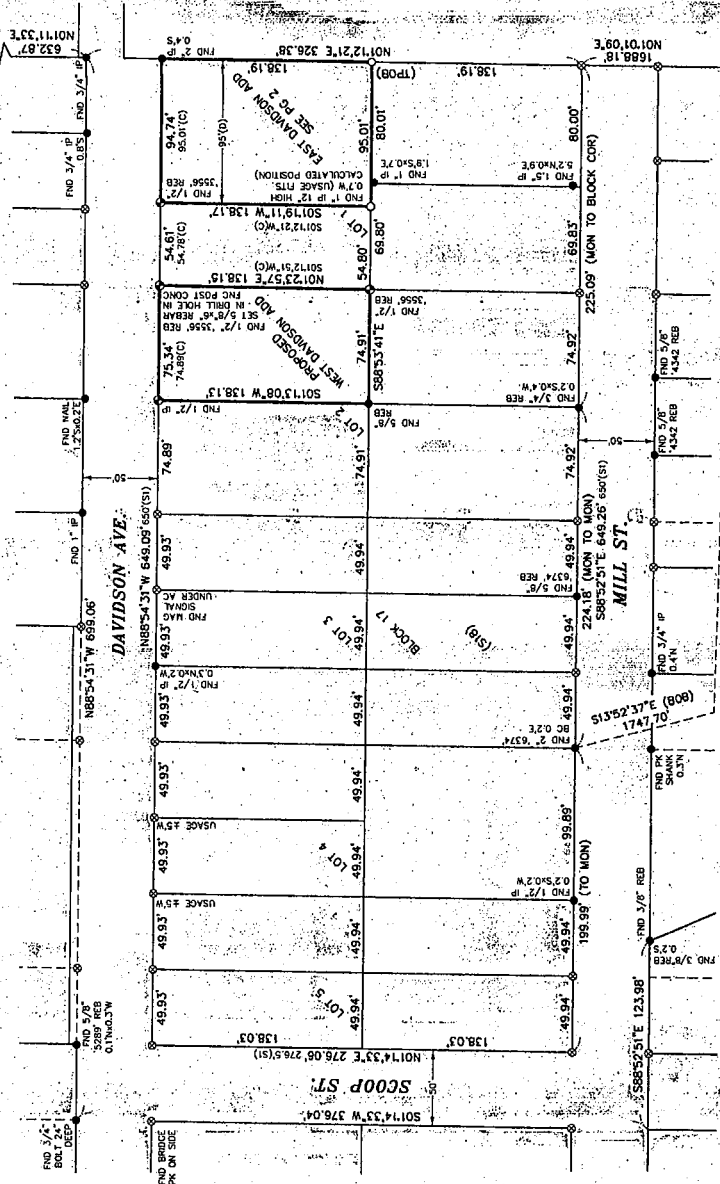
EAST DAVIDSON ADDITION

A PART OF LOT 1, BLOCK 17, EAST LACROSSE ADDITION
SW 1/4 SEC 11, T 50N, R 4W, BM
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST # _____



FIND FENCE POST AT
LOCATION PER
OFF #213022000-
SEE NARRATIVE



SURVEYS REVIEWED:

- (S1) PLAT OF EAST LACROSSE BY GERBISH IN 1907 BK 1 PG 119
- (S2) PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVE IN 1908 BK 1 PG 153A
- (S3) PLAT OF KOOTENAI ADDITION BY AVERSON IN 1908 BK 1 PG 8
- (S4) WPA SURVEY IN 1951 ON FILE WITH THE CITY
- (S5) UNRECORDED SURVEY BY SONVILLE IN 1955 ON FILE WITH THE CITY
- (S6) UNRECORDED SURVEY BY SONVILLE IN 1955 ON FILE WITH THE CITY
- (S7) UNRECORDED SURVEY BY LEFARD IN 1961 ON FILE WITH THE CITY
- (S8) UNRECORDED SURVEY BY LEFARD IN 1964 ON FILE WITH THE CITY
- (S9) UNRECORDED SURVEY BY LEFARD ON FILE WITH THE CITY (NO DATE)
- (S10) UNRECORDED SURVEY BY AVON IN 1975 ON FILE WITH THE CITY
- (S11) UNRECORDED SURVEY BY AVON IN 1975 ON FILE WITH THE CITY
- (S12) UNRECORDED SURVEY BY AVON IN 1975 ON FILE WITH THE CITY
- (S13) UNRECORDED SURVEY BY AVON IN 1975 ON FILE WITH THE CITY
- (S14) PLAT OF EAST LACROSSE ADDITION BY GRAY IN 1993 BK 4 PG 42
- (S15) RECORD OF SURVEY BY TAGGART IN 1994 BK 15 PG 129
- (S16) RECORD OF SURVEY BY TAGGART IN 1994 BK 15 PG 277
- (S17) PLAT OF MILL STREET ADDITION BY ROSE IN 1995 BK 1 PG 9
- (S18) PLAT OF GRADUARY ESTATES BY KINNEY IN 1998 BK 1 PG 112
- (S19) RECORD OF SURVEY BY WARNER IN 2006 BK 24 PG 83
- (S20) RECORD OF SURVEY BY HONSAKER IN 2008 BK 25 PG 432
- (S21) RECORD OF SURVEY BY BRIANT IN 2015 BK 27 PG 474
- (S22) RECORD OF SURVEY BY BRIANT IN 2015 BK 27 PG 474

SURVEYOR'S NARRATIVE:

FOR THE CENTER QUARTER CORNER HAS BEEN DESTROYED BY RECENT CONSTRUCTION, I COULD NOT CONCLUSIVELY RESOLVE ITS LOCATION FROM THE TIES IN THE CAP BUT IT APPEARS TO BE THIS SURVEY TO RE-ESTABLISH THIS MONUMENT MEASUREMENTS SHOWN ON THIS SURVEY ARE TO THE FENCE POST.

BOUNDARY DETERMINATION:
FOR THE ALIGNMENT OF DAVIDSON AVENUE, I HELD THE CITY MONUMENTS AS SHOWN ON (S4).
FOR THE ALIGNMENT OF SCOP ST, I HELD THE CITY MONUMENT AT THE INTERSECTION WITH DAVIDSON AVENUE AND THE DISTANCE TO THE CENTER OF SECTION LINE.
FOR THE CENTER OF SECTION LINE, I HELD THE CITY MONUMENT ON DAVIDSON AVENUE AND THE DISTANCE TO A PREVIOUSLY FOUND MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 AS SHOWN ON (S12).
I THEN PROPOSED THE LOTS FROM THE BLOCK BOUNDARIES ALONG THE WESTERLY LINE OF THE SUBJECT PARCEL. I HELD THE

PREVIOUSLY SET MONUMENTS AS SET BY 1556 WHICH DIFFERED SLIGHTLY FROM A PROPORTIONATE MEASUREMENT.

NOTE THAT FALLING OR FOUND MONUMENTS IN RELATION TO A PROPORTIONATE MEASUREMENT AND DOES NOT CONSTITUTE A DETERMINATION ON THE BOUNDARY CORNER FOR THAT PARCEL.

MINOR SENIOR TITLE:
THE EAST 55 FEET OF THE NORTH HALF OF LOT 1, THE PARCEL TO THE WEST IS DESCRIBED AS THE WEST 55 FEET. THE PLAT DIMENSION FOR THE WIDTH OF LOT 1 IS 150 FEET BUT THE ACTUAL LOT MEASURES SHORT. A REVIEW OF THE DEEDS FOR THESE PARCELS RECORDED UNDER INST #28155, THE WEST 55 FEET WAS FIRST DESCRIBED UNDER INST #28155, UNDER INST #28156 (CONTAINED A SCRIBER ERROR AND SHOWED THE EAST 55 FEET). I ACCEPTED THE DEED FOR THE EASTERLY PARCEL AS THE SENIOR DEED.

IDAHO STATE PLANE COORDINATES:
MEASUREMENTS ARE NOT SHOWN ON THIS SURVEY.

LEGEND

- FOUND MONUMENT AS DESCRIBED, PULLED AND SET
- FOUND MONUMENT AS DESCRIBED, PULLED AND SET
- SET 5/8" 2" REBAR W/ STRATION 10677 CAP
- (O) - BASIS OF BEARINGS
- (C) - POINT OF BEGINNING
- (C) - CALCULATED MEASUREMENT
- (C) - DEED MEASUREMENT

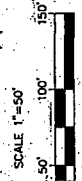
SURVEY FOR:

ACTIVE WEST



INDEX	1/4/4	SEC	T	R
	11	50N	4W	

STRATTON LAND SERVICES, INC.
14031-5CJDING
DATE: 1/6/16
DRAWN BY: RLS
SHT. 1 OF 2
PROJ. # 14031



EAST DAVIDSON ADDITION

A PART OF LOT 1, BLOCK 17, EAST LACROSSE ADDITION
SW 1/4 SEC 11, T 50N, R 4W, BM

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CDA COTTAGE COMPANY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND DESCRIBED AS:

A PARCEL OF LAND BEING THE EAST 95 FEET OF THE NORTH HALF OF LOT 1, BLOCK 17 OF THE PLAT OF EAST LACROSSE ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK 'B' OF PLATS AT PAGE 119, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. SAID PARCEL ALSO BEING GENERALLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID CORNER BEARS SOUTH 13° 57' 37" EAST FROM THE SOUTHWEST CORNER OF GRAY'S ADDITION AS RECORDED WITH KOOTENAI COUNTY IN BOOK 'Y' OF PLATS AT PAGE 9;

THENCE NORTH 1° 01' 09" EAST ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER 1688.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING NORTH 1° 12' 21" EAST ALONG SAID EASTERLY LINE 138.19 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF LOT 1, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1° 12' 21" EAST ALONG SAID EASTERLY LINE 138.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 88° 54' 31" WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 94.74 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST 95 FEET AS PREVIOUSLY MONUMENTED;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE AS MONUMENTED 138.17 FEET TO A POINT ON THE THENCE SOUTH 88° 53' 41" EAST 95.01 FEET TO THE SAID TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD OR IN VIEW.

DOMESTIC WATER IS PROVIDED BY THE CITY OF COEUR D'ALENE.

SEWAGE DISPOSAL IS PROVIDED BY THE CITY OF COEUR D'ALENE.

TRACT 'A' IS DESIGNATED AS A COMMON AREA FOR THE PURPOSE OF RIGHT-OF-WAY FOR AMMON PLACE TO BE OWNED BY THE MASTER ASSOCIATION AND USED AS MAINTAINED ACCORDANCE WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST DAVIDSON ADDITION.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE, AN EASEMENT OVER ALL OF TRACT 'A', TOGETHER WITH RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF A SANITARY SEWER LINE AND BUILDING, STRUCTURE, TRENCH OR EASEMENTS OR ANY OTHER UTILITY OR FACILITY TO BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENT, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE AN EASEMENT OVER ALL OF TRACT 'A' AS SHOWN HEREON, FOR THE PURPOSE OF THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF UTILITIES AND WATER APPURTENANCES.

THE OWNERS HEREBY GRANT TO THE FRANCHISE UTILITIES AND THE CITY OF COEUR D'ALENE, NEW UTILITY EASEMENTS AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

WE HAVE CAUSED SAID LAND TO BE LAID OUT AND EMBRACED WITHIN THE PLAT TO BE KNOWN AS EAST DAVIDSON ADDITION.

Robert L. Stratton
CDA COTTAGE COMPANY, LLC
TITLE

ACKNOWLEDGMENT:
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS 15th DAY OF January 2016, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED *Robert L. Stratton* and *Davidson Addition*, the undersigned, known to me to be the *Managing Director* and *Trustee* respectively of SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND SOLEMNLY SWORE TO THE CONTENTS OF SAID INSTRUMENT.

Davidson Addition
NOTARY PUBLIC

HOA/CCRS:
HOMEOWNERS ASSOCIATION / COVENANTS
CONDITIONS AND RESTRICTIONS RECORDED UNDER
INST #

RESIDING AT
COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE:
I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR #06577 OF THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAT OF EAST DAVIDSON ADDITION, MADE UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, SIGNED THIS 15th DAY OF January 2016.

ROBERT L. STRATTON, PLS # 06577

BOOK PAGE
INST #

CITY COUNCIL APPROVAL:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORDING ON THE _____ DAY OF _____ 2016.

ATTEST: CITY CLERK
Barbara Doffer
ENGINEER, CITY OF COEUR D'ALENE

HEALTH DISTRICT APPROVAL:

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

ON _____ DAY OF _____ 2016.
Sam Batta
PANHANDLE HEALTH DISTRICT 1

COUNTY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED WITHIN THE OWNER'S CERTIFICATE, AND DEDICATION HAVE BEEN PAID THROUGH _____ 2016, AS OF THIS _____ DAY OF _____ 2016.

COUNTY RECORDER'S CERTIFICATE:

STATE OF IDAHO
COUNTY OF KOOTENAI
THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AT THE REQUEST OF ACTIVE WEST ON THIS _____ DAY OF _____ 2016 AT _____ O'CLOCK _____ AM AS INSTRUMENT NUMBER _____ OF PLATS.
RECORDED IN BOOK _____ PAGE(S) _____
KOOTENAI COUNTY RECORDER _____ FEE _____

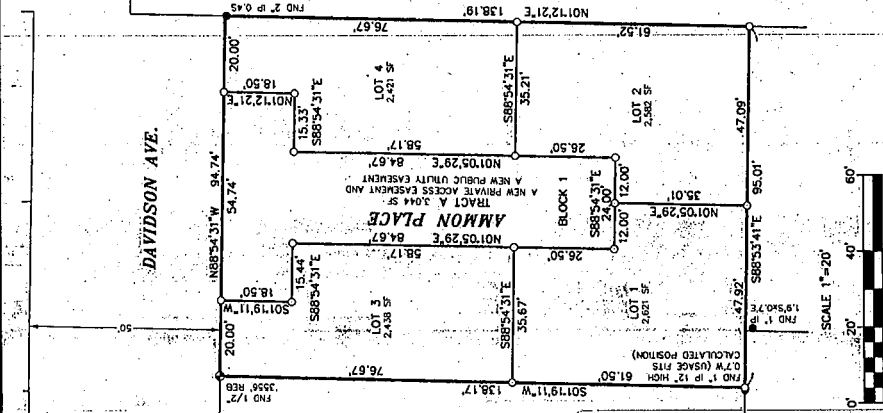
COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET. SIGNED THIS _____ DAY OF _____ 2016.



SURVEY FOR:
ACTIVE WEST

STRATTON LAND SERVICES, INC.
14031-SCDING
DATE: 1/6/16
DRAWN BY: BLS
SHT: 2 OF 2
PROJ: #14031



ACKNOWLEDGMENT:
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS 15th DAY OF January 2016, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED *Robert L. Stratton* and *Davidson Addition*, the undersigned, known to me to be the *Managing Director* and *Trustee* respectively of SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND SOLEMNLY SWORE TO THE CONTENTS OF SAID INSTRUMENT.

Davidson Addition
NOTARY PUBLIC

RESIDING AT
COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE:
I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR #06577 OF THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAT OF EAST DAVIDSON ADDITION, MADE UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, SIGNED THIS 15th DAY OF January 2016.

ROBERT L. STRATTON, PLS # 06577

HOA/CCRS:
HOMEOWNERS ASSOCIATION / COVENANTS
CONDITIONS AND RESTRICTIONS RECORDED UNDER
INST #

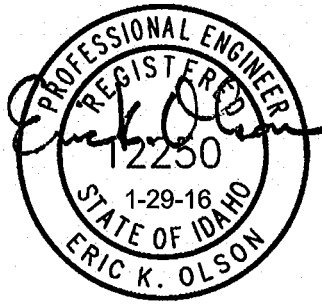
**Bonding Cost Estimate
East Davidson Addition
Ammon Place**



Date: 1/29/2016

By: EKO

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Asphalt Driveway (2" Depth)	36.2	TON	\$ 80.00	\$ 2,896.62
2	Driveway Base	105.8	TON	\$ 20.00	\$ 2,116.04
3	Asphalt Patching	1	CA	\$ 2,500.00	\$ 2,500.00
4	Fencing	95	LF	\$ 12.00	\$ 1,140.00
TOTAL					\$ 8,652.65
150% OF TOTAL					\$ 12,978.98



AGREEMENT TO PERFORM SUBDIVISION WORK
East Davidson Addition

THIS AGREEMENT made this ____ day of February, 2016, between CDA Cottage Company, LLC, whose address is PO Box 3398, Coeur d'Alene, ID, 83816-3398, with Dennis E. Cunningham II, Managing Member, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the East Davidson Addition subdivision, a four (4) lot residential development in Coeur d'Alene, situated in the southwest quarter of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: asphalt street patch, asphalt roadway construction (Ammon Place), fencing, and, signage, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of September, 2016. Said improvements are more particularly described on the submitted estimate dated January 29, 2016 attached as Exhibit "A", and, shown on the site development/civil engineering drawings titled "East Davidson Addition", dated March 25, 2015, signed and stamped by Eric K. Olson, PE #12250, whose address is HMH Engineering, 3201 N. Huetter Road, Suite 102, Coeur d'Alene, ID, 83814, on file in the City of Coeur d'Alene Building Department's office as Site Development Permit # 125229-S, and, incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, bonded security in the amount Twelve Thousand Nine Hundred Seventy Eight and 98/100 Dollars (\$12,978.98), which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

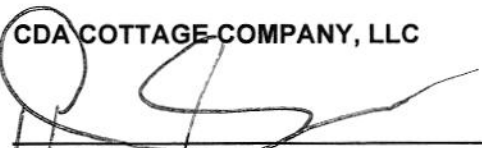
CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CDA COTTAGE COMPANY, LLC



Dennis E. Cunningham
Managing Member

**CITY COUNCIL
STAFF REPORT**

DATE: February 16, 2016
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **West Davidson Addition: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot residential development.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Dennis Cunningham II
CDA Cottage Company
PO Box 3398
Coeur d'Alene, ID 83814
- b. Location: W. Davidson Avenue between Lincoln Way and NW Boulevard.
- c. Previous Action:
 1. Preliminary plat approval, CdA Planning Commission – February 2015.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$12,780.93 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

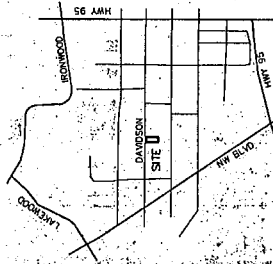
The developer has completed the necessary subdivision agreement and is bonding for the remaining outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by September 30, 2016.

DECISION POINT RECOMMENDATION

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

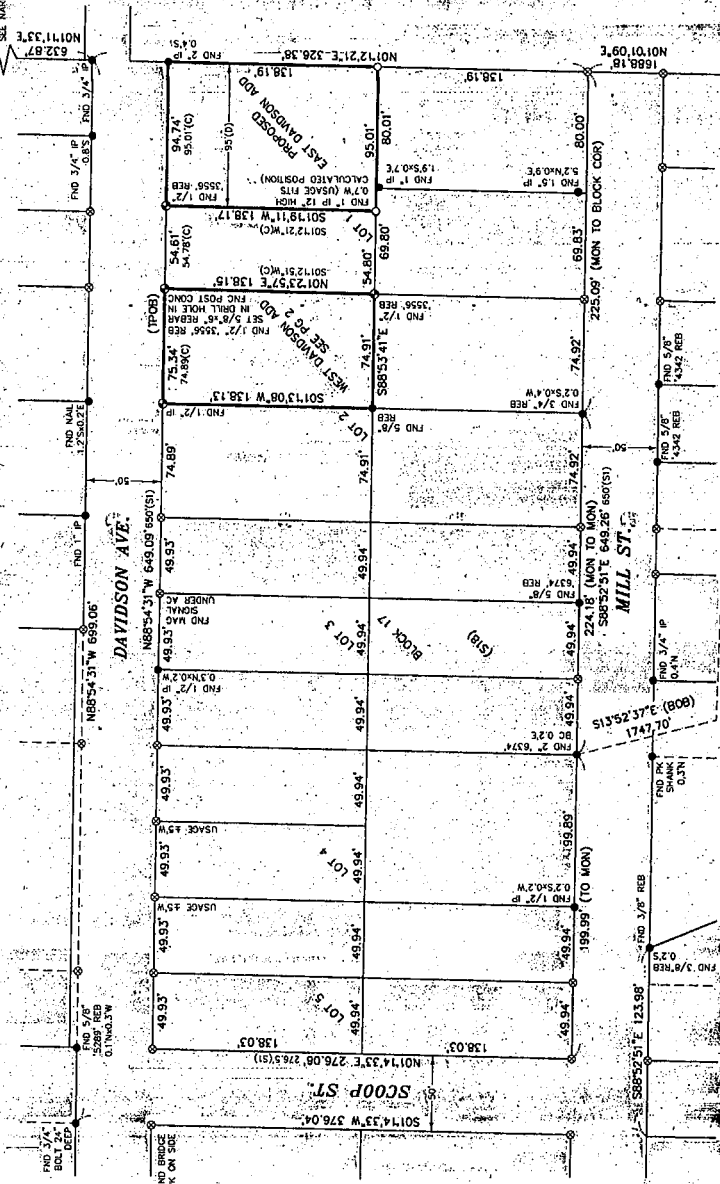
WEST DAVIDSON ADDITION

A PART OF LOT 2, BLOCK 17, EAST-LACROSSE ADDITION
SW 1/4 SEC 11, T 50N, R 4W, BM
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SURVEYS REVIEWED:

- (S1) PLAT OF EAST LACROSSE BY GERBISH IN 1907 BK 'B' PG 119
- (S2) PLAT OF FORT SHERMAN APPROVED MILITARY RESERVE IN 1908 BK 'B' PG 131A
- (S3) PLAT OF KOOTENAI ADDITION BY AVERSON IN 1908 BK 'C' PG 8
- (S4) WPA SURVEY IN 1951 ON FILE WITH THE CITY
- (S5) UNRECORDED SURVEY BY SONVILLE IN 1955 ON FILE WITH THE CITY
- (S6) UNRECORDED SURVEY BY SONVILLE IN 1956 ON FILE WITH THE CITY
- (S7) UNRECORDED SURVEY BY LEPPAS IN 1961 ON FILE WITH THE CITY
- (S8) UNRECORDED SURVEY BY LEPPAS ON FILE WITH THE CITY (NO DATE)
- (S9) UNRECORDED SURVEY BY LEPPAS IN 1967 ON FILE WITH THE CITY
- (S10) UNRECORDED SURVEY BY ZAVON IN 1975 ON FILE WITH THE CITY
- (S11) UNRECORDED SURVEY BY FUSKORPUS IN 1976 ON FILE WITH THE CITY
- (S12) RECORD OF SURVEY BY HOME IN 1993 BK 'C' PG 42
- (S13) RECORD OF SURVEY BY TAGGAR IN 1994 BK '15' PG 129
- (S14) RECORD OF SURVEY BY TAGGAR IN 1994 BK '15' PG 277
- (S15) PLAT OF GRAY'S ADDITION BY RASO IN 1987 BK 'Y' PG 9
- (S16) PLAT OF BRADBURY ESTATES BY KINNEY IN 1988 BK 'Y' PG 112
- (S17) RECORD OF SURVEY BY WARNER IN 2006 BK 24 PG 432
- (S18) RECORD OF SURVEY BY HONSAKER IN 2008 BK 25 PG 474
- (S19) RECORD OF SURVEY BY BRIANT IN 2013 BK 27 PG 474



SURVEYOR'S NARRATIVE:

THE CENTER QUARTER CORNER HAS BEEN DESTROYED BY RECENT CONSTRUCTION. I COULD NOT CONCLUSIVELY RESOLVE ITS LOCATION. I THEREFORE ESTABLISHED A NEW FENCE POST AT THE CENTER QUARTER CORNER. I RE-ESTABLISHED THIS MONUMENT. MEASUREMENTS SHOWN ON THIS SURVEY ARE TO THE FENCE POST.

BOUNDARY DETERMINATION:
I HELD THE FOLLOWING TO DETERMINE THE BOUNDARIES FOR THIS PLAT:
FOR THE ALIGNMENT OF DAVIDSON AVENUE, I HELD THE CITY RECORDS FOR THE ALIGNMENT OF MILL STREET. I HELD AN AVERAGE OF THE VARIOUS FOUND MONUMENTS THAT HAVE BEEN ESTABLISHED BY RESURVEYS.
FOR THE ALIGNMENT OF SCOP STREET, I HELD THE CITY MONUMENT FOR THE CENTER OF SECTION LINE. I HELD THE DISTANCE TO THE WEST E/W LINE AS SHOWN ON (S18).
FOR THE CENTER OF SECTION LINE, I HELD THE CITY MONUMENT ON DAVIDSON AVENUE AND THE DISTANCE TO A PREVIOUSLY FOUND MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 AS SHOWN ON (S12).
I THEN PROPORTIONED THE LOTS FROM THE BLOCK BOUNDARIES ALONG THE NORTH LINE OF THE SUBJECT PARCEL. I HELD THE

LEGEND:

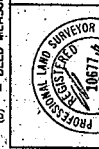
- FOUND MONUMENT AS DESCRIBED
- ⊙ FOUND MONUMENT NOT FOUND OR SET
- ⊙ FOUND MONUMENT AS DESCRIBED, PULLED AND SET 5/8" x 24" REBAR W/ STRATION 10577 CAP
- ⊙ SET 5/8" x 24" REBAR W/ STRATION 10577 CAP
- POINT OF BEGINNING
- (PROB) = CALCULATED MEASUREMENT
- (D) = DEED MEASUREMENT

INDEX:

1/4	1/4	1/4	1/4

PREVIOUSLY SET MONUMENTS AS SET BY '3556' WHICH OFFERED SLIGHTLY FROM A PROPORTIONATE MEASUREMENT. NOTE THAT FAILURES ON FOUND MONUMENTS WITHIN THE BLOCK ARE PROPORTIONATE MEASUREMENTS AND DOES NOT CONSTITUTE A DETERMINATION ON THE BOUNDARY CORNER FOR THAT PARCEL.

RANGE 4W, T50N, R4W, BLM COORDINATE SYSTEM AS DETERMINED FROM MONUMENTS ON (S18). IMPROVEMENTS ARE NOT SHOWN ON THIS SURVEY.



SURVEY FOR:
ACTIVE WEST

INDEX	1/4	1/4	1/4	1/4

STRATTON LAND SERVICES, INC.
14031-560JMC
DATE: 7/6/16
DRAWN BY: RLS
SHT. 1 OF 2
PROJ # 14031

BASE OF BEARINGS:
GRAY'S ADDITION PLAT BK 'Y' PG 9
AS SHOWN HEREON
EQUIPMENT USED:
RIK GPS
SCALE: 1"=50'
TOTAL STATION

WEST DAVIDSON ADDITION

A PART OF LOT 2, BLOCK 17, EAST LACROSSE ADDITION
SW 1/4 SEC 11, T 50N, R 4W, BM

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CDA COTTAGE COMPANY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND DESCRIBED AS:

A PARCEL OF LAND BEING THE NORTH HALF OF LOT 2, BLOCK 17 OF THE PLAT OF EAST LACROSSE ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK 'B' OF PLATS AT PAGE 119, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. SAID PARCEL ALSO BEING GENERALLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GRAY'S ADDITION AS RECORDED WITH KOOTENAI COUNTY IN BOOK 'F' OF PLATS AT PAGE 5;

THENCE NORTH 1° 01' 09" EAST ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER 1698.18 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 17 OF SAID PLAT OF EAST LACROSSE ADDITION;

THENCE CONTINUING NORTH 1° 12' 21" EAST ALONG SAID EASTERLY LINE 276.36 FEET TO THE NORTHEAST CORNER OF SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88° 54' 31" WEST 149.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AS PREVIOUSLY MONUMENTED, TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD OR IN VIEW.

DOMESTIC WATER IS PROVIDED BY THE CITY OF COEUR D'ALENE. SEWAGE DISPOSAL IS PROVIDED BY THE CITY OF COEUR D'ALENE.

TRACT 'A' IS DESIGNATED AS A COMMON AREA FOR THE PURPOSES OF RIGHT-OF-WAY FOR SOLUTION COURT TO BE OWNED BY THE MASTER ASSOCIATION AND USED AND MAINTAINED IN ACCORDANCE WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST DAVIDSON ADDITION.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE, AN EASEMENT OVER ALL OF TRACT 'A', TOGETHER WITH RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSES OF THE CITY OF COEUR D'ALENE, INCLUDING BUT NOT LIMITED TO SIDEWALKS AND STREETS. NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENT, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE AN EASEMENT OVER ALL OF TRACT 'A', AS SHOWN HEREON, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS, FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF WATERLINES AND WATER APPURTENANCES.

THE OWNERS HEREBY GRANT TO THE FRANCHISE UTILITIES AND THE CITY OF COEUR D'ALENE, NEW UTILITY EASEMENTS AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

WE HAVE CAUSED SAID LAND TO BE LAD OUT AND EMBRACED WITHIN THE PLAT TO BE KNOWN AS 'WEST DAVIDSON ADDITION.'

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE, AN EASEMENT OVER ALL OF TRACT 'A', TOGETHER WITH RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSES OF THE CITY OF COEUR D'ALENE, INCLUDING BUT NOT LIMITED TO SIDEWALKS AND STREETS. NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENT, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY GRANT TO THE FRANCHISE UTILITIES AND THE CITY OF COEUR D'ALENE, NEW UTILITY EASEMENTS AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

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THE OWNERS HEREBY GRANT TO THE FRANCHISE UTILITIES AND THE CITY OF COEUR D'ALENE, NEW UTILITY EASEMENTS AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

BOOK _____ PAGE _____
INST # _____

CITY COUNCIL APPROVAL:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORDING ON THE _____ DAY OF _____ 2016.

ATTEST: CITY CLERK

ENGINEER, CITY OF COEUR D'ALENE

HEALTH DISTRICT APPROVAL:

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

ON _____ DAY OF _____ 2016.

PAINHANDLE HEALTH DISTRICT 1

COUNTY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED WITHIN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____ 2016.

KOOTENAI COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE:

THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AT THE REQUEST OF ACTIVE WEST ON THIS _____ DAY OF _____ 2016 AT _____ O'CLOCK _____ M AS INSTRUMENT NUMBER _____ OF PLATS. RECORDED IN BOOK _____ PAGE(S) _____ FEE _____

KOOTENAI COUNTY RECORDER

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET. SIGNED THIS _____ DAY OF _____ 2016.

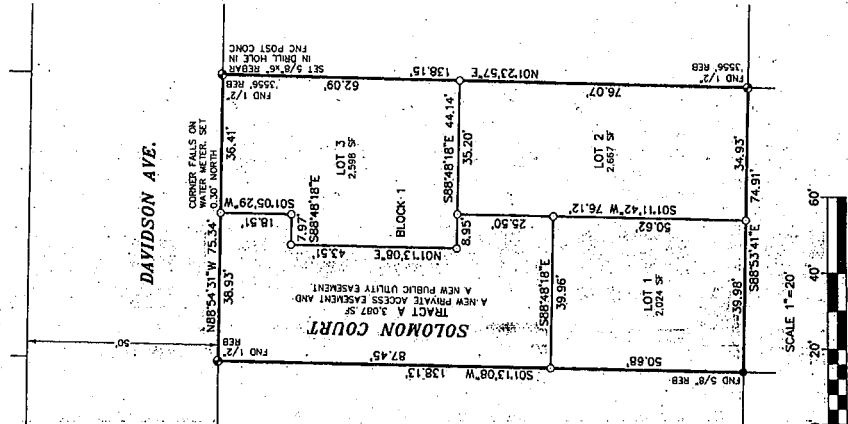


SURVEY FOR:
ACTIVE WEST



STRATTON LAND SERVICES, INC.
KOOTENAI COUNTY, IDAHO
PHYSICAL ADDRESS: 1000 N. 10TH ST., COEUR D'ALENE, IDAHO 83814
PHONE: (208) 682-2884
WWW.STRATTONLANDSERVICES.COM

14031-5610G
DATE: 1/6/16
DRAWN BY: RLS
SHT. 2 OF 2
PROJ # 14031



ACKNOWLEDGMENT:
STATE OF IDAHO
COUNTY OF KOOTENAI
ON THIS 15th DAY OF JANUARY 2016, I, _____, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAT OF _____ INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.



NOTARY PUBLIC
RESIDING AT _____

APPROVED:

COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:
I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR #10677 OF THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAT OF _____ INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

ROBERT L. STRATTON, PLS # 10677

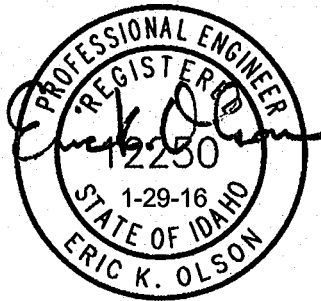
Bonding Cost Estimate
West Davidson Addition
Solomon Court



Date: 1/29/2016

By: EKO

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Asphalt Driveway (2" Depth)	37.0	TON	\$ 80.00	\$ 2,959.01
2	Driveway Base	108.1	TON	\$ 20.00	\$ 2,161.61
3	Asphalt Patching	1	CA	\$ 2,500.00	\$ 2,500.00
4	Fencing	75	LF	\$ 12.00	\$ 900.00
TOTAL					\$ 8,520.62
150% OF TOTAL					\$ 12,780.93



AGREEMENT TO PERFORM SUBDIVISION WORK
West Davidson Addition

THIS AGREEMENT made this ____ day of February, 2016, between CDA Cottage Company, LLC, whose address is PO Box 3398, Coeur d'Alene, ID, 83816-3398, with Dennis E. Cunningham II, Managing Member, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the West Davidson Addition subdivision, a three (3) lot residential development in Coeur d'Alene, situated in the southwest quarter of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: asphalt street patch, asphalt roadway construction (Solomon Court), fencing, and, signage, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of September, 2016. Said improvements are more particularly described on the submitted estimate dated January 29, 2016 attached as Exhibit "A", and, shown on the site development/civil engineering drawings titled "West Davidson Addition", dated March 25, 2015, signed and stamped by Eric K. Olson, PE #12250, whose address is HMH Engineering, 3201 N. Huetter Road, Suite 102, Coeur d'Alene, ID, 83814, on file in the City of Coeur d'Alene Building Department's office as Site Development Permit # 125230-S, and, incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, bonded security in the amount Twelve Thousand Seven Hundred Eighty and 93/100 Dollars (\$12,780.93), which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

CDA COTTAGE COMPANY, LLC




Dennis E. Cunningham II
Managing Member

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: February 16, 2016
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Lobo Lodge Commercial Tracts 1st Addition - Final Plat, Subdivision Improvement Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot commercial development.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: John Magnuson
Lobo Lodge, Inc.
PO Box 469
Wallace, ID 83873
- b. Location: Northeast corner of US Hwy 95 and Neider Avenue.
- c. Previous Action:
 1. Preliminary plat approval – December 2015.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$159,797.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has opted for the maximum allotted time period allowed of three (3) years to complete the installations.

DECISION POINT RECOMMENDATION

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

LOBO LODGE COMMERCIAL TRACTS FIRST ADDITION

A REPLAY OF A PORTION OF LOT 1, BLOCK 1 OF LOBO LODGE COMMERCIAL TRACTS LYING IN THE EAST HALF OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NORTH QUARTER CORNER FOUND 5/5 ALUMINUM CAP MARKED PLS 818 IN MONUMENT 25 WELL PER C/P# 1483348

NORTH EAST CORNER FOUND 5/5 ALUMINUM CAP MARKED PLS 1033 IN MONUMENT WELL PER C/P# 200558000

BOOK: _____ PAGE: _____
INSTRUMENT NO: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, IDAHO WEST ZONE, (NAD 83(11)). THE SCALE FACTOR OF 1.000002269 AND A CONVERGENCE ANGLE OF " 46 10.148" AT THE NORTHEAST CORNER OF SAID SECTION 2.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREIN.

REFERENCE DOCUMENTS

- (R-1) ALTA/AS/LAND TITLE SURVEY PREPARED BY EMPIRE SURVEYING & FORESTRY, INC. AND FILED AT BOOK 14 OF SURVEYS, PAGE 36, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY ADVANCED TECHNOLOGY SURVEYING & ENGINEERING AND FILED AT BOOK 27 OF SURVEYS, PAGE 183, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF LOBO LODGE COMMERCIAL TRACTS PREPARED BY TAYLOR ENGINEERING, INC. AND FILED AT BOOK G OF PLATS, PAGE 233, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF NEIDER CONFERENCE CENTER ADDITION TO COEUR D'ALENE PREPARED BY EMPIRE SURVEYING & FORESTRY, INC. AND FILED AT BOOK G OF PLATS, PAGE 303, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF SUNSET COMMERCIAL ADDITION, FILED AT BOOK F OF PLATS, PAGE 9, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) QUIT CLAIM DEED FILED AS INSTRUMENT NUMBER 1891620, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) UNRECORDED SURRENDER REQUEST, TAX NUMBER 181816, DATED NOVEMBER 3, 1984, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) UNRECORDED OWNER REQUEST, TAX NUMBER 17169, DATED OCTOBER 30, 1986, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-4) DEED, TAX NUMBER 4953, FILED AT BOOK 179, PAGE 6, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" IN CONCRETE AND/OR BUILDING
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR, NO CAP
- △ FOUND 5/8" REBAR WITH YELLOW CAP
- ▲ CALCULATED POINT, NOTHING FOUND OR SET
- ▽ TRUE POINT OF BEGINNING
- PROPERTY BOUNDARY LINE
- PROPERTY LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE
- SECTION LINE

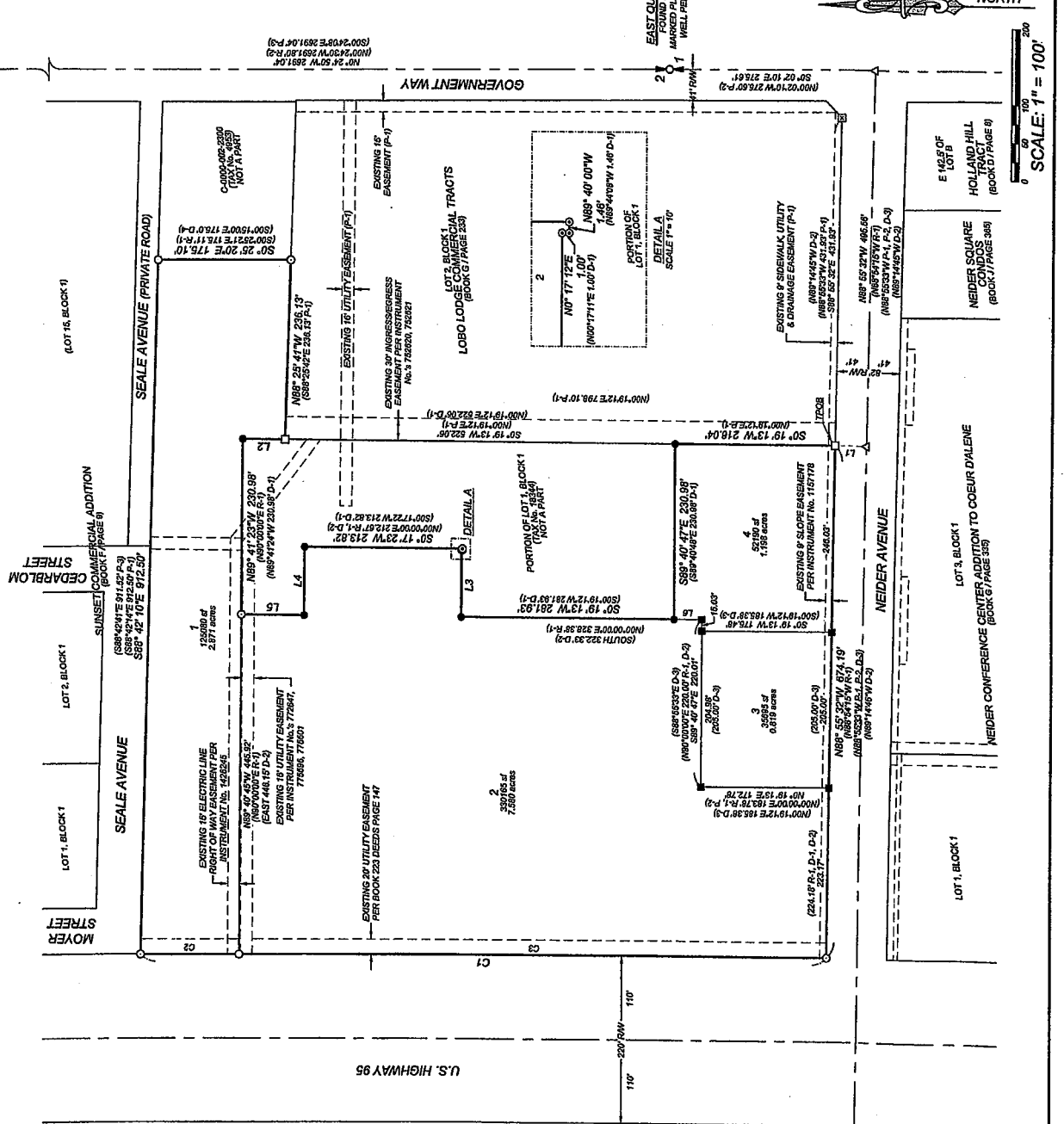
Line #	Length	Direction	Record Date
L1	41.01'	N104°08'E	
L2	55.65'	N07°19'E	(N07°19'E 55.65' D-1)
L3	68.48'	N89°42'19"W	(N07°00'00"E 83.97' P-1, D-2)
L4	68.48'	S89°42'20"E	(S89°42'20"E 68.48' P-1, D-2)
L5	62.83'	S07°19'37"W	(S07°19'37"W 62.83' P-1, D-2)
L6	37.32'	S07°19'37"W	(S07°19'37"W 37.32' (S07°19'37"W 42.53' D-3)

Curve #	Length	Radius	Delta	Chord	Bearing	Record Date
C1	914.73'	49220.68'	1°03'58"	814.72'	N09°02'24"E (L-914.73' L-0-07°03'58" P-46-49220.68' P-4)	
C2	128.88'	49220.68'	0°19'04"	128.88'	S09°24'59"E (L-128.88' L-0-09°24'59" P-46-49220.68' P-4)	
C3	784.88'	49220.68'	0°54'48"	784.88'	S09°07'05"W (L-784.88' L-0-09°07'05" P-46-49220.68' P-4)	

DESIGNED BY: SKA
DRAFTED BY: SKA
SCALE: 1" = 100'
DATE: 11/22/2018
JOB NO: LCE 15-005

LAKE CITY ENGINEERING
3908 N. SCHREIBER WAY, STE. 4
COEUR D'ALENE, IDAHO 83816
PHONE: 208-798-0235

CHECKED BY: _____
DATE: _____



SCALE: 1" = 100'

NORTH

LOBO LODGE COMMERCIAL TRACTS FIRST ADDITION

A REPLAY OF A PORTION OF LOT 1, BLOCK 1 OF LOBO LODGE COMMERCIAL TRACTS
LYING IN THE EAST HALF OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CITY COUNCIL APPROVAL

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

CITY OF COEUR D'ALENE - CITY ENGINEER

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF LOBO LODGE, INC. FOR RECORD IN THE OFFICE OF THE RECORDER
OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK
_____ OF PLATS, PAGES _____, AS INSTRUMENT NUMBER _____
FEES _____

DEPUTY CLERK
JIM BRANNON, KOOTENAI COUNTY CLERK

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND
DEDICATION HAVE BEEN PAID THROUGH _____, 20____.
DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.

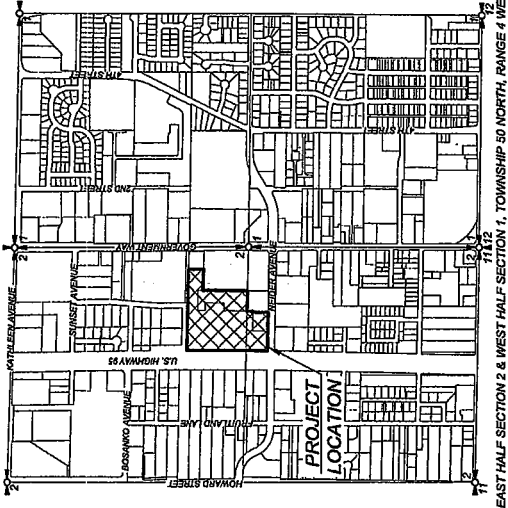


HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 6A, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A
REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (L.P.E.) REPRESENTING THE CITY OF COEUR D'ALENE AND
THE HEALTH DISTRICT. THE HEALTH DISTRICT HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE
DESIGNERS FOR CONTAINED SANITATION OF THE SANITARY RESTRICTIONS. HOWEVER IS CAUTIONED THAT THE
TIME OF THEIR APPROVAL NO DRAWINGS WATER OR SEWER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED.
BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS & DRINKING WATER
SAMPLING ANALYSIS. CONSTRUCTION OF THESE FACILITIES, IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN
SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 6A-133A, IDAHO CODE BY THE
ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING
DRINKING WATER OR SANITATION FACILITIES SHALL BE ALLOWED.

DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1



VICINITY MAP
SCALE 1" = 100'

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS
ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME,
SPECIALLY CALLED AND SOLEMNLY SWORN TO ME, TO BE THE PRESIDENT, OR
VICE PRESIDENT, OR SECRETARY OR ASSISTANT SECRETARY, OF THE LOBO LODGE CORPORATION THAT
EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LOBO LODGE
CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH LOBO LODGE CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____

SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #1428, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE
PLAT OF LOBO LODGE COMMERCIAL TRACTS FIRST ADDITION IS BASED UPON AN ACTUAL FIELD SURVEY OF THE
LAND DESCRIBED HEREON, AND THAT ALL CORNERS WILL BE SET IN ACCORDANCE WITH IDAHO CODE 50-1331 &
50-1302.

DAVID SCHUMANN, PLS. F.T.E.R.

DATE _____

OWNER'S CERTIFICATE AND DEDICATION

BE IT FURTHER KNOWN THAT LOBO LODGE, INC., AN IDAHO CORPORATION, DOES HEREBY CERTIFY THAT IT OWNS
AND HAS LAD OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS LOBO LODGE COMMERCIAL TRACTS
FIRST ADDITION, BEING A REPLAY OF A PORTION OF LOT 1, BLOCK 1 OF LOBO LODGE COMMERCIAL TRACTS FILED IN
BOOK G OF PLATS, PAGE 233, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN THE EAST HALF OF SECTION 2,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT EAST CORNER OF SECTION 2, BEING A 2 INCH ALUMINUM CAP MARKED 743.455 IN
MONUMENT WELL PER CODE 200-203030A, RECORD ON _____ FROM WHICH THE NORTHWEST
CORNER BEARS N8° 29' 59" W 2981.04 FEET; THENCE ALONG THE EAST LINE OF THIS SECTION AND
SECTION 2, S0° 02' 07" E 276.81 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE CENTERLINE OF NEDER
AVENUE; THENCE ALONG SAID CENTERLINE, N88° 45' 53" W 485.81 FEET; THENCE LEAVING SAID CENTERLINE, N1° 04'
27" E 41.01 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID LOBO LODGE PLAT ON THE NORTH RIGHT
OF WAY OF NEDER AVENUE, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED LS 881, SAID POINT ALSO
BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT OF WAY, N88° 55' 53" W 674.19 FEET TO THE INTERSECTION OF SAID NORTH
RIGHT OF WAY AND THE EAST RIGHT OF WAY OF U.S. HIGHWAY 98 BEING A 58 INCH REBAR WITH YELLOW PLASTIC
CAP MARKED LS 881;

THENCE ALONG SAID EAST RIGHT OF WAY, ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 4622.68
FEET, AN ARC LENGTH OF 947.73 FEET, A DELTA OF 110°52' WITH A LONG CHORD BEARING N0° 22' 34" E 914.72 FEET
TO THE INTERSECTION OF SAID EAST RIGHT OF WAY AND THE SOUTH RIGHT OF WAY OF SCALE AVENUE BEING A 58
INCH REBAR WITH YELLOW PLASTIC CAP MARKED LS 881;

THENCE ALONG SAID SOUTH RIGHT OF WAY, S88° 42' 10" E 912.59 FEET TO THE NORTHWEST CORNER OF THE
PARCEL OF LAND DESCRIBED IN BOOK 179 AT PAGE 6, RECORDS OF KOOTENAI COUNTY, IDAHO, BEING A 58 INCH
REBAR WITH YELLOW PLASTIC CAP MARKED LS 881;

THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 179 AT PAGE 6, S0° 30' 30" E 175.10
FEET TO THE SOUTHWEST CORNER SAID PARCEL ON THE NORTH LINE OF SAID LOT 2, BLOCK 1 OF LOBO LODGE
PLAT BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED LS 881;

THENCE ALONG SAID NORTH LINE, N88° 28' 41" W 235.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 1
OF LOBO LODGE PLAT BEING A 58 INCH REBAR;

THENCE N0° 08' 13" E 55.66 FEET;

THENCE N88° 47' 23" W 282.08 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED UNDER INSTRUMENT
#16 80782, RECORDS OF KOOTENAI COUNTY, IDAHO, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED
LS 881;

THENCE ALONG THE EAST LINE OF SAID PARCEL UNDER INSTRUMENT NO. 1611620 THE FOLLOWING FIVE COURSES:

1. S0° 19' 13" W 82.53 FEET;
2. THENCE S88° 42' 30" E 88.83 FEET;
3. THENCE S0° 17' 23" W 213.82 FEET;
4. THENCE N88° 40' 00" W 1.46 FEET;
5. THENCE N0° 17' 12" E 1.00 FEET;
6. THENCE N88° 42' 16" W 88.48 FEET;
7. THENCE S0° 19' 13" W 281.53 FEET;

THENCE LEAVING SAID EAST LINE, S88° 40' 47" E 232.88 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BLOCK 1;

THENCE ALONG SAID WEST LINE, S0° 19' 13" W 216.04 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL, CONTAINING 12.489 ACRES OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE

DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

BY: _____ DATE _____

ITS: _____ LOBO LODGE, INC.

2

2

LAKE CITY ENGINEERING

3609 N. SCHUMBER WAY, STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 208-875-4230

CHECKED BY: _____

DRAWN BY: _____

SCALE: N.T.S.

DATE: 11/02/2015

JOB NO: _____

DATE: _____

DATE _____

Project: Lobo Lodge Commercial Tracts 1st Addition

Date: 1/15/2016

Engineers Opinion of Probable Construction Costs - Bonding Estimate

SIZE	Description	Quantity	Units	Unit Price	Amount
	Mobilization (5% Total COST)	1	ls	\$ 4,411.25	\$ 4,411.25
				Upfront Costs Subtotal:	\$ 4,411.25
Water Improvements		Water Improvements			
	2" Commercial Water Service	3	ea	\$ 2,500.00	\$ 7,500.00
	6" Fire Water Service	1	ea	\$ 2,500.00	\$ 2,500.00
				Water Subtotal:	\$ 10,000.00
Sewer Improvements		Sewer Improvements			
	Tie into Exist Sewer	1	ea	\$ 10,000.00	\$ 10,000.00
	8" Sewer Main	670	lf	\$ 27.50	\$ 18,425.00
	Sewer Services (6" Commercial)	3	ea	\$ 1,000.00	\$ 3,000.00
	Manholes	3	ea	\$ 2,500.00	\$ 7,500.00
				Sewer Subtotal:	\$ 38,925.00
Hard Surface Improvements		Hard Surface Improvements			
	Sidewalk 5' Concrete	2500	sf	\$ 3.50	\$ 8,750.00
	Standard curb & gutter	500	lf	\$ 12.00	\$ 6,000.00
	Drainage Curb cuts	10	ea	\$ 75.00	\$ 750.00
	Commercial Approach	1	ea	\$ 3,000.00	\$ 3,000.00
	Sawcut existing pavement	1200	lf	\$ 1.25	\$ 1,500.00
	Roadway 2" HMA / 4" BC	850	sy	\$ 13.00	\$ 11,050.00
				Hard Surface Subtotal:	\$ 31,050.00
Earthwork		Earthwork			
	Clearing/Grubbing/Rough Grading	1	ls	\$ 2,000.00	\$ 2,000.00
				Earthwork Subtotal:	\$ 2,000.00
Stormwater Improvements		Stormwater Improvements			
	Drywell	1	ea	\$ 1,500.00	\$ 1,500.00
	Grassy Swale	1250	sf	\$ 1.00	\$ 1,250.00
				Stormwater Subtotal:	\$ 2,750.00
Misc Cost		Misc Costs			
	Traffic Control	1	ls	\$ 2,000.00	\$ 2,000.00
	Street lights	2	ea	\$ 750.00	\$ 1,500.00
				Misc Subtotal:	\$ 3,500.00

	Total COST	\$ 88,225.00
	Total COST with 5% mobilization	\$ 92,636.25
	Engineering/Surveying/Construction Management (15%)	\$ 13,895.44
	GRAND TOTAL	\$ 106,531.69
	150% Bond Increase	\$ 53,265.84
	TOTAL BOND AMOUNT	\$ 159,797.53

AGREEMENT TO PERFORM SUBDIVISION WORK
Lobo Lodge Commercial Tracts 1st Addition Subdivision

THIS AGREEMENT made this 1st day of February, 2016 between Lobo Lodge, Inc., with John F. Magnuson, Vice-president, whose address is PO Box 469, Wallace, ID, 83873, hereinafter referred to as the "Developer" of Lots 2 - 4, Dave Knoll of Timberline Distributors/The Black Sheep, LLC an Idaho limited liability company, whose address is 3585 N. Cederblom St., Coeur d'Alene, ID 83815, hereinafter referred to as the "Developer" of Lot 1, and, the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved, subject to completion of the required improvements, the Lobo Lodge Commercial Tracts 1st Addition, a four (4) lot commercial development in Coeur d'Alene, situated in the East ½ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: water system infrastructure, sanitary sewer infrastructure, storm drainage improvements, concrete curb, sidewalk, and, approaches, roadway improvements consisting of base material and asphalt surfacing, street lights, and miscellaneous site work as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 16th day of February, 2017. Said improvements are more particularly described on the submitted estimate of probable construction costs dated January 20, 2016 attached as Exhibit "A", compiled by Drew Dittman, PE, #11138 of Lake City Engineering, Inc., whose address is 3909 N. Schreiber Way, Suite # 4, Coeur d'Alene, ID 83815. DPK
2019
JCN

The Developer, prior to recording the plat, shall deliver to the City, security in the amount One Hundred Fifty Nine Thousand Seven Hundred Ninety Seven and 00/100 Dollars (\$159,797.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

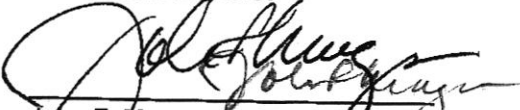
CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

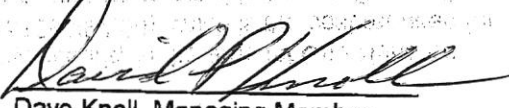
ATTEST:

Renata McLeod, City Clerk

LOBO LODGE, INC.


John F. Magnuson, Vice-president

**TIMBERLINE DISTRIBUTORS/THE
BLACK SHEEP, LLC**


Dave Knoll, Managing Member

[Agreement re: Resolution No. 16-_____]

CITY COUNCIL
STAFF REPORT

DATE: February 16, 2016
FROM: Steve Childers, Captain
SUBJECT: Vehicle purchase

Decision Point: The Police Department is seeking approval to purchase a truck to be used as a tow vehicle for the Mobile Command Trailer.

History: Voters approved a General Obligation Bond in early 2015 which allowed funding for a Mobile Command Trailer and tow vehicle. The purchase of a Mobile Command Trailer has already been approved by Council.

Financial Analysis: We have consulted with the company building the trailer who gave suggestions on the type of vehicle needed to tow the trailer. We have selected the Ford F550 truck which will be purchased from Lake City Ford. The dealership is offering the vehicle to our Agency at State Bid pricing. The total purchase price, using General Obligation Bond dollars, is \$56,000.00. This is expected to bring the total cost for this project under the approved and budgeted amount.

Performance Analysis: This vehicle will allow the Police and Fire Departments to respond to major incidents and events with the Command Vehicle, as outlined in previous presentations for this equipment.

Decision Point: The Police Department requests approval to purchase a truck to be used as a tow vehicle for the Mobile Command Trailer.

**CITY COUNCIL
STAFF REPORT**

DATE: February 16, 2016
FROM: Sgt. Bill Tilson Jr.
SUBJECT: Purchase of Faro Focus 3D Crime Scene Mapping Hardware and Software

DECISION POINT: Staff requests that Council allow the Coeur d'Alene Police Department to purchase of a laser scanner used for crime scene analysis and 3D mapping from the sole source provider of Faro Technologies, Inc. using funds from the Idaho JAG grant.

HISTORY: The Department investigates felonious criminal activity, particularly homicide, suspicious death, and Officer Involved critical incidents (regionally) where crime scene documentation / measurement / analysis are crucial. This is currently done manually. On February 3, 2016, the Department was awarded a \$64,335 grant to purchase technology which will aid in the investigation, allow for a more accurate measuring and analysis, aid in investigation of items like blood spatter, and offer a higher level of evidence for court proceedings.

FINANCIAL ANALYSIS: The grant award is for \$64,335 and includes the applicable hardware / software / licensing purchases. We ask for Faro Technologies to be considered as a sole source vendor, in accordance with Idaho Code Section 67-2808, for the purchase of this equipment / software due to several factors including: (1) being the only developer with a blood spatter plug-in for forensic analysis and (2) the only company that works with some of our existing software / data from previous investigations and "Total Station", an obsolete system no longer in use with the Department. In addition, FARO Technologies is an authorized vendor of the General Services Administration (GS24F0044M). This equipment, after training, will reduce total man hours in the field pertaining to crime scene measuring.

PERFORMANCE ANALYSIS: The Department will receive training on the proper hardware / software usage and train other investigators not only for the City but throughout the region. This technology and our trained officers can and will be used in high profile cases and critical incidents as already defined in MOU with agencies. The use of the equipment will be analyzed for ease of use, successfulness in the field and in the court proceedings. Performance measurements will be conducted in grant accordance including: projected time saving, accuracy of crime scene data, and usage.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department to purchase 3D laser measuring equipment and software through the sole source vendor of Faro Technologies, to be used by the Investigations Division of the Police Department based on the award of the State of Idaho Justice Assistance Grant for the purchase.



30/7/2015

To whom it may concern,

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FOCUS_{3D}X Series of Laser Scanners, SCENE™, FARO CAD Zone and FARO Reality™ (formally ARAS360) software. FARO is also the sole provider of hardware service, warranty, maintenance, annual calibration, and FARO Certified train the trainer programs. FARO is the sole developer of our software suite.

FARO recently acquired FARO CAD Zone™ and FARO Reality™ (ARAS360) crime/crash scene diagramming software companies. FARO CAD Zone™ and FARO Reality™ both have direct integration to open FARO Focus point cloud data from scans into a simple to use diagramming program for full scene documentation, animations and other reconstruction (2D/3D). FARO CAD Zone™ and FARO Reality™ and FARO SCENE™ development teams are in direct communication as they are owned both by FARO.

Unique to FARO as a hardware scanning company, FARO is the sole developer of our Forensic Plugin which includes a blood spatter program for forensic analysis. To-date, FARO is not aware of any other hardware manufacture that manufactures both a comparable laser scanner and forensic blood spatter tool for crime scene forensic analysis that works directly in the point cloud registration software (FARO SCENE™).

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product and developing the primary forensic diagramming programs in the market today. With FARO Technologies products, our customers are making an investment for future projects with unsurpassed cost-value, a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources.

With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the military, and thousands of law enforcement divisions.

Please feel free to contact us with any questions.

Kind Regards,

Kelly Watt
Regional Manager
Law Enforcement Sales
Kelly.Watt@faro.com
(604) 290.3801 Mobile

250 Technology Drive Lake Mary, FL 32746 Tel: 407.333.9911 Fax: 407.562.5262

CITY COUNCIL
STAFF REPORT

DATE: February 16, 2016
FROM: Lee White, Chief of Police
SUBJECT: Police Vehicle Replacement

Decision Point: The Police Department requests authorization to replace one patrol vehicle.

History: One of our patrol vehicles was damaged in a rear-end collision on December 22, 2015. The City was informed on February 2, 2016 that the vehicle could not be repaired and would be totaled.

Financial Analysis: The Police Department is requesting that the amount reimbursed by the third party insurance company be put towards the cost for a replacement vehicle. Much of the equipment from the damaged vehicle will be used in the replacement vehicle; however some items will not transfer to a new vehicle (such as the cage, a damaged computer mount, etc.). The remaining funds required to outfit this vehicle will come from the Police Department's FY 2105/16 budget.

Performance Analysis: The Department has a continued need for patrol vehicles and this is a necessary replacement.

Decision Point: The Police Department requests authorization to replace one patrol vehicle.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 8, 2016
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval of a Professional Services agreement with Welch Comer & Associates for the design of Seltice Way

DECISION POINT

Staff is requesting Council approval of the design contract for Seltice Way reconstruction

HISTORY

The design of Seltice Way reconstruction is in the current year's CIP plan. The consultant selection process was completed last fall, when the project was federally funded. We have completed the consultants scoping and fee process, so the agreement is ready for approval by the Council.

FINANCIAL ANALYSIS

The design phase was originally funded by federal funds and Ignite CDA. The federal funds were released in order to expedite the design and construction process. The total design fees are \$342,900 with Ignite contributing \$250,000. The remaining \$92,900 will be paid from impact fees. The approved budget anticipated the remainder being paid from a federal grant, so the Council will need to approve the expenditure from impact fees. There are sufficient funds in impact fees.

PERFORMANCE ANALYSIS

The Council has made the reconstruction of Seltice Way a priority. With the recent commitment from Ignite to fund the construction phase, completion of planning and design will expedite the project and allow for construction in FY 2017.

RECOMMENDATION

Staff recommends that Council

- Approve the professional services agreement for design of Seltice Way Reconstruction
- Approve an expenditure of \$92,900 from impact fees

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
WELCH COMER AND ASSOCIATES, INC.
for
SELTICE WAY IMPROVEMENTS

THIS Agreement, made and entered into this 16th day of February, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **WELCH COMER AND ASSOCIATES, INC.**, an Idaho corporation, with its principal place of business at 350 E. Kathleen Ave, Coeur d'Alene ID, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

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

B. The term "Consultant" means Welch Comer and Associates Inc., 350 Kathleen Avenue, Coeur d'Alene, Idaho, 83815.

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

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

Section 3. Scope of Services.

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Five Hundred Forty (540) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed Three Hundred Forty Two Thousand Nine Hundred Dollars and NO/100 (\$342,900).

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

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days

before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

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

Section 11. Equal Employment Opportunity.

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

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

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body

shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic files, or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subConsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subConsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

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

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts,

errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

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

Section 26. Non – Discrimination.

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

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

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

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

WELCH COMER & ASSOCIATES, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

Exhibit A

Scope of Work

1. Specific Project Data

- 1.1. TITLE: Seltice Way Reconstruction: Design, and Bid Phase Services
- 1.2. DESCRIPTION: OWNER intends to reconstruct and improve both directions of travel in Seltice Way from Huetter Road to just west of the bridge that crosses the Centennial Trail. Improvements include road reconstruction, possible realignment, curb & gutter, on-street bike lanes, shared use path, connections to existing trail system, traffic signal at Atlas, planning for future signal for development at old mill site, modifications to signal at Grand Mill, stormwater improvements, and street possible illumination.

2. Services of ENGINEER

- 2.1. ENGINEER will perform the services for each service phase identified below after receiving authorization to proceed from OWNER for each service phase:
 - A. Planning Phase: Prior to beginning Design, OWNER desires to perform a Planning Phase with the following tasks:
 - i. OWNER Meetings: Attend 2 City Council or Ignite meetings to provide updates, answer questions, and seek direction of the Council.
 - ii. Agency Coordination: Meet with the following agency/groups individually to discuss the project, ask them for input, and seek their support:
 - City of Post Falls
 - Post Falls Highway District
 - KCATT
 - Centennial Trail Foundation
 - City of CDA Planning Department
 - Key individual property owners
 - Potential developers of the old mill sites adjacent to the river
 - iii. Public Meeting: Conduct an open house-style public meeting to educate the public and seek their input. ENGINEER shall:
 - Create legal advertisement for distribution by the City.
 - Send invitations to specific stakeholders.
 - Facilitate the meeting by providing appropriate management and design staff.
 - Provide all display products, sign-in sheet, and comment sheets.
 - Provide summary of all comments received from the public. The summary, in Memo format, will be provided to the OWNER for review.
 - iv. Typical Section Evaluation: Develop 2 or 3 different conceptual typical sections for discussion and review to ensure the proper section is chosen. Review this section with the OWNER and applicable stakeholders.
 - v. Conceptual Alignment Design: It is likely Seltice Way will require horizontal realignment in some locations to avoid obstructions. ENGINEER shall provide a conceptual horizontal alignment design to review with the OWNER.
 - vi. Planning Report: Provide a brief planning report to document all input received, cost estimates, and decisions made prior to moving into Preliminary Design.

- B. Preliminary Design Phase: Provide Preliminary Design documents with the following elements:
- i. General Project Management
 - ENGINEER will manage staff, schedule, and budget to maximize the OWNER's chances of a successful project. Should the project demand, ENGINEER shall reallocate resources, where possible, to benefit the project.
 - This scope assumes one meeting will be held with the OWNER's Design Review Team and 2 meetings with the City Council to provide updates and ask for direction, when necessary.
 - ii. Topographic Survey: Conduct topographic surveying from the Seltice Way/Huetter Road intersection east to the intersection with Northwest Boulevard. Survey points will be taken at approximately 50 foot intervals (closer where needed) and will include the entire Seltice Way right of way to a point approximately 400 feet east of the point where the eastbound and westbound lanes join together. From this point east to Northwest Boulevard the survey will be from the south edge of pavement to a point approximately 10 feet past the existing right of way. Through this area we will also tie the north edge of Seltice way in addition to the paint stripes, no other information will be tied in this area of the Seltice Way roadway. Topo at intersecting roads will be an additional 100 feet past the Seltice Way right of way except for the Huetter road intersection which we will topo an additional 200 feet each direction.
 - iii. Topographic survey will generally include, but not limited to, edge of pavement, guardrail posts, traffic control devices, mailboxes, signs, landscaping, luminaire, utility poles, fences, dry wells, catch basins, existing culverts horizontal and vertical inverts at both ends, utilities above and below ground, etc. Significant individual trees, 6" inches and above at waist height, will be tied. We will coordinate with utility one-call for location and marking of underground utilities.
 - iv. Data Reduction/Analysis: The topographic survey data will be processed utilizing a combination of appropriate office software based on the method of data collection. All survey data will undergo a strict quality control review, including but not limited to, instrument heights, rod heights, backsight orientation, PDOP, RMS, field codes and field notes. Field notes and daily field reports will be scanned and logged in daily. All data will be completed in accordance with ITD standards.
 - v. Base Mapping: Prepare a topographic base map using field survey data and existing record drawings provided by agencies or utility companies. The topographic base map will show planimetric features including all of the information obtained during the topographic survey. A digital terrain model (DTM) will be created from the topographic survey data. Contours will be generated from the DTM and shown on the map. A field visit will also be conducted to compare the base map to the field conditions.
 - vi. Existing Right of Way Survey
 - Right of Entry: Right of Entry notification forms will be prepared and mailed to pertinent adjoining properties. A copy of the completed forms will be supplied to the City prior to any survey activities on said properties.
 - Survey Control: Establish 2 primary GPS survey control points, one near the west end and one near the east end of the project area. Survey control monuments will be set at locations for use from design through the construction process. Establish secondary control points to be primarily used for the right of way and topographic surveys. Control points for construction will be established during the construction phase.

- Records Research and Survey Calculations: Perform survey records research at Kootenai County with a focus on records of surveys, plats and corner perpetuation and filing (CPF) records. Research for existing right of way plans will also be conducted at ITD and possibly Post Falls Highway District offices. Compute (cogo) the survey records and establish calculated monument search positions to be used in field surveys.
- Monument Search and CPFs: Field surveys to locate monumentation of record or visible within and adjacent to the project corridor. Section and quarter corner monuments necessary for road right of way determination will be searched for. In accordance with State code 55-1613 we will tie a minimum of two public land survey monuments. Up to two corner perpetuation and filing records will be prepared and filed.
- Data Reduction/Analysis: Perform, analyze, adjust, and resolve survey control network measurement data to obtain positional values. All survey data will undergo a strict quality control and assurance review, including but not limited to, instrument heights, rod heights, backsight orientation, PDOP, RMS, field codes and notes.
- Right of way Resolution: Utilizing a combination of the found monuments and records research the existing right of way and centerline(s) will be determined. Prepare an AutoCAD right of way drawing showing all found monuments in addition to the right of way and centerline data. Platted private property lines will be shown based on the platted lot information.
- Survey Assumptions
 - a. Property corner and right of way monuments will not be set.
 - b. Sufficient monuments exist to define the right of way.
 - c. Traffic Control will be not be needed.
 - d. Title reports will not be needed.
 - e. Easement and Right of Way acquisition services are excluded.
- vii. Demolition Plan
 - Provide demolition plan to delineate the limits of removal for items such as asphalt, concrete, grass, trees, utility poles, etc.
 - Demolition plan will clearly delineate and show protection for trees and other elements to be preserved and protected as part of construction.
- viii. Typical Section
 - Based on the preferred typical section selected during the Concept Phase, complete the typical section(s) to be used on the project such as lane widths, shoulder width, side slopes, curb type, and path & buffer width.
 - It is likely several typical sections will be used throughout the project.
- ix. Horizontal & Vertical Alignments
 - Wherever possible, maintain the existing horizontal alignment. Where obstructions exist, such as the sound wall at Mill River, meander the alignment to “fit” in the available space.

- Variations to the vertical alignment are likely necessary to accommodate the traffic signal at Atlas and existing driveways along the north side of Seltice. In all other locations, the vertical alignment will likely be very similar to existing conditions.
 - Design horizontal and vertical alignments in accordance with current AASHTO and City Standards for curves, sight distance, intersection radii, and other applicable standards.
 - Elimination of most or all of the median accesses will occur to improve safety.
- x. Shared-Use Path
- The asphalt Shared-Use path will likely parallel the alignment of Seltice Way and be separated by a 3-5 foot buffer.
 - The path width will likely be the AASHTO minimum requirement of 10 feet and will be ADA accessible, including at all intersections.
 - Small retaining walls on the backside of the path may be required in some areas to match into the existing ground.
 - Modifications to existing landscaping will be necessary along some parcels, such as CDA Honda. ENGINEER will design a smooth transition.
- xi. Access Design: Accommodate access into parcels that currently have driveways. Driveways will be designed in accordance with the OWNER's and/or Kootenai County Standards with respect to width and slope. Meetings with some property owners will likely be necessary. OWNER will provide ENGINEER contact information for all property owners adjacent to the project.
- xii. Stormwater: Generally, stormwater will be directed to the center median, between the two directions of traffic, where it will be treated in swales and allowed to infiltrate. Swales will be designed in accordance with the OWNER's standards.
- xiii. TRAFFIC SIGNAL: Design full control traffic signal at the intersection of Atlas Road and Seltice Way. Traffic signal will likely be a "Z Structure" and design will include the following:
- Collect AM and PM peak traffic volumes at the Atlas & Seltice intersection. It is assumed 3 hours in the morning and 3 hours in the afternoon will capture the peak hour.
 - Proper placement of pedestrian controls based on ADA compliant sidewalk facilities and signal head layout.
 - Wiring design showing how each phase and signal head connects into the signal controller. Wiring design will be in accordance with applicable standards.
 - Conduit and phasing design diagram showing junction box locations, conduit location and sizes, and number and size of wires.
 - Loop or Puck vehicle detection system.
 - Emergency Pre-emption System. ENGINEER will coordinate with Coeur d'Alene Fire Department.
 - Signal pole mounted intersection lighting.
 - The steel Z-Structure will be manufacturer-designed.
 - ENGINEER may assist the OWNER in pre-ordering some or all of the signal items that are typically "long-lead" items.
 - ENGINEER will also install conduits, detection loops, and possibly foundations for a future signal into the Lance Douglas property.

- xiv. Street Illumination – The OWNER intends on utilizing Avista provided cobra-head style lighting for Seltice Way. ENGINEER shall coordinate with OWNER on light spacing and location. ENGINEER shall also coordinate with Avista on conduit and foundation design. ENGINEER plans will show conduit and foundations. Avista will provide wiring, power supply and street lights.
- xv. Signing & Pavement Markings – Design a signing & pavement marking layout in accordance with MUTDC and OWNER standards.
- xvi. Utility Coordination - ENGINEER will contact each utility in the area to coordinate existing locations. ENGINEER will plot existing utility locations on the topographic survey and request each utility to verify locations. After existing utility locations are known and the project's horizontal and vertical alignments are established, the ENGINEER will coordinate and identify the utilities that need to be moved, installed, or abandoned and at whose expense such work will be performed. It is assumed that one field meeting with each public utility will be required.
- xvii. Geotechnical Engineering (Strata)
 - Review historical roadway sections along pertinent portions of Seltice Way with plans provided by the Post Falls Highway District.
 - Coordinate with OWNER to conduct a pre-exploration site visit to review existing pavement condition, paint proposed exploration locations, discuss schedule & cleanup expectations, and identify access and utility conflicts.
 - Contact Idaho Dig Line, Inc. prior to exploration to establish utility locations.
 - With traffic control, perform 16 8-12" diameter cores of the existing roadway to a depth between 5' and 10' below the surface.
 - Obtain Standard Penetration Test (SPT) soil samples from the base course elevation to each boring's termination depth. Back fill and patch boring locations.
 - Document existing road material thickness and observe, log, and describe the subgrade soil encountered referencing the Unified Soil Classification System (USCS).
 - Perform applicable laboratory testing to help assist soil classification, estimate soil engineering properties, and correlate subgrade strength.
 - Provide recommendations for 2 different pavement sections: 1. Full reconstruction, and 2. Re-use of Rubblized existing concrete.
- xviii. Stormwater Pollution Prevention Plan – It is anticipated that a Stormwater Pollution Prevention Plan (SWPPP) will NOT be required for this project. It is assumed stormwater runoff from the site cannot reach "Waters of the US".
- xix. Sanitary Sewer – ENGINEER will provide design for approximately 2,000 feet of gravity sewer and associated services from Reeves Street to West Idewild Loop. It is assumed the sewer extension will be located on the north side of the westbound lanes.
- xx. Construction Traffic Control – It is likely the project will be completed in two primary phases. One direction of travel will be reconstructed at one time. During construction, portions of traffic will be diverted to the opposite direction. Once completed, traffic will switch to the other direction. One lane in each direction will be provided at all times. ENGINEER will provide traffic control phasing, signing, pavement markings, and any specification language necessary to safely control traffic during construction.
- xxi. Quality Control – Welch Comer's internal QA/QC program involves reviews by experienced engineers, land surveyors and construction inspectors. In addition, Welch Comer teamed with David Evans & Associates to provide additional review.

- C. Final Design Documents – Engineer Shall:
- i. Prepare final Drawings and Specifications indicating the scope, extent, and character of the work to be performed and furnished by Contractor.
 - ii. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - iii. After consultation with Owner, include in the Construction Contract Documents any specific 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - iv. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - v. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 - vi. Prepare or assemble draft bidding-related documents, based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - vii. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Final Design Phase deliverables, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 - viii. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related, and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner.
 - ix. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents, and any other Final Design Phase deliverables.
- D. Bid Phase Services - After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
- i. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - ii. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

- iii. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
- iv. Consult with Owner as to the qualifications of prospective contractors, subconsultants, and suppliers.
- v. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents prior to award of contracts for the Work.
- vi. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
- vii. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- viii. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

3. OWNER's Responsibilities

3.1. Owner shall:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner 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 Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer 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.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer'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 Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. Property descriptions.

- ii. Zoning, deed, and other land use restrictions.
 - iii. Utility and topographic mapping and surveys.
 - iv. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - v. 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.
 - vi. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - vii. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- i. 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.
 - ii. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - iii. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner 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.
- I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner 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 Engineer.
- J. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, 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 Engineer 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.

- K. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- M. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of Engineer.
- N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- O. Place and pay for advertisement for Bids in appropriate publications.
- P. Furnish to Engineer data as to Owner'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 Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- Q. 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.
- R. Authorize Engineer to provide Additional Services, as required.

4. Payments to ENGINEER for Services

4.1. OWNER shall pay ENGINEER as follows:

- A. Lump Sum Services: For Basic Services having a Determined Scope-Lump Sum Method of Payment. CLIENT shall pay ENGINEER for the services identified herein the following Lump Sum amounts for each phase:

Task	Fee Amount	Fee Type
Planning Phase	\$31,600	Lump Sum
Preliminary Design Phase	\$255,000	Lump Sum
Final Design Phase	\$49,000	Lump Sum
Bid Phase	\$7,300	Lump Sum

- i. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are included in the above.
- ii. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

CITY COUNCIL STAFF REPORT

DATE: February 16, 2016
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Cooperative Funding Agreement for the 2016 Chip Seal Project**

DECISION POINT

Staff is requesting the City Council to approve a Cooperative Funding Agreement (attached) with the City of Hayden, City of Dalton Gardens, City of Hayden Lake, and the City of Coeur d'Alene for the 2016 Chip Seal Project.

HISTORY

This year, the City of Coeur d'Alene is conducting its first Chip Seal program (see attached). 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 \$150,000.00. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Hayden is taking 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 approve the Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, City of Hayden Lake, and the City of Coeur d'Alene and authorize the Mayor to sign.

COOPERATIVE FUNDING AGREEMENT

This Agreement made and entered into this _____ day of _____, 2016, is by and between the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter "Hayden") whose address is 8930 N Government Way, Hayden, Idaho 83854, 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, 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, and the City of Hayden Lake, a municipal corporation of the State of Idaho, (hereinafter "Hayden Lake").

WHEREAS, each city plans and implements annual preventative maintenance activities on its transportation system by installing surface treatments as part of the "2016 Road Maintenance Project" (hereinafter "Project") and more specifically described as follows:

Hayden

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Broadmoore Subdivision	1/4" chip seal
Strawberry Fields Subdivision	1/4" chip seal

Dalton Gardens

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Valley, Canfield to Dalton	1/4" chip seal
Rude, Hanley to Prairie	1/4" chip seal
Canfield, Gov't Way to 4th	1/4" chip seal

Coeur d'Alene

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Woodside Ave, Cul-de-sac to Appaloosa Rd	1/4" chip seal
Misty Pines Ct, Cul-de-sac to Woodside Ave	1/4" chip seal
Wedgewood Loop, Woodside Ave to Woodside Ave	1/4" chip seal
Needle Pines Ct, Cul-de-sac to Wedgewood Loop	1/4" chip seal
Appaloosa Rd, Woodside Ave to Atlas Rd	1/4" chip seal
Buckskin Rd, Cul-de-sac to Appaloosa Rd	1/4" chip seal
Lodgepole Rd, End loop to Appaloosa Rd	1/4" chip seal
Lodgepole Rd, Appaloosa Rd to Cul-de-sac	1/4" chip seal
Sherwood Dr, Appaloosa Rd to Nez Perce Rd	1/4" chip seal
Belmont Rd, Appaloosa Rd to Nez Perce Rd	1/4" chip seal

Hayden Lake

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Strahorn Rd, Miles Ave to Hayden Ave	1/4" chip seal

; and

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

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

WHEREAS, Hayden, Dalton Gardens, Coeur d'Alene, and Hayden Lake 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, Hayden, Dalton Gardens, Coeur d'Alene, and Hayden Lake 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 Hayden, Dalton Gardens, Coeur d'Alene, and Hayden Lake to address the terms of the funding, work, and the management of the Project.

1. Duties of Hayden:

- a. Hayden will coordinate with Dalton Gardens, Coeur d'Alene, and Hayden Lake to review and reasonably alter the contract documents to mutual satisfaction.
- b. Hayden will not advertise the bid until Dalton Gardens, Coeur d'Alene, and Hayden Lake concurs with the acceptability of the contract documents in writing.
- c. Hayden will pay to advertise the project for bids in the paper.
- d. Hayden 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, Hayden will review the bids to determine if the bids are within reasonable financial expectations.
- e. Hayden will provide the bids to Dalton Gardens, Coeur d'Alene, and Hayden Lake and will not award the bid until Dalton Gardens, Coeur d'Alene, and Hayden Lake concur, in writing, to the recommendation of award.
- f. Hayden will award the surface treatment contract, execute the agreement with the contractor, administer the contract and manage the project.

2. Duties of Dalton Gardens, Coeur d'Alene, and Hayden Lake:

- a. Dalton Gardens, Coeur d'Alene, and Hayden Lake will pay contract costs associated with the surface treatments on their routes.
- b. Dalton Gardens, Coeur d'Alene, and Hayden Lake will pay for development of their respective share of the contract documents separately through separate contracts.
- c. Dalton Gardens, Coeur d'Alene, and Hayden Lake will pay for their respective share of construction inspection of surface treatment installation through separate contracts.

- d. Dalton Gardens, Coeur d'Alene, and Hayden Lake will pay Hayden a lump sum amount equal to the bid price for the respective Dalton Gardens, Coeur d'Alene, and Hayden Lake 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, Hayden will coordinate with Dalton Gardens, Coeur d'Alene, and Hayden Lake individually to determine if financial adjustment is necessary and settle each respective account accordingly.
 - e. If either Dalton Gardens, Coeur d'Alene, or Hayden Lake fail to provide payment to Hayden 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 Hayden

Steve Griffitts, Mayor

ATTEST:

Vicki Rutherford, City Clerk

City of Dalton Gardens

Steve Roberge, Mayor

ATTEST:

Valerie Anderson, City Clerk

City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST:

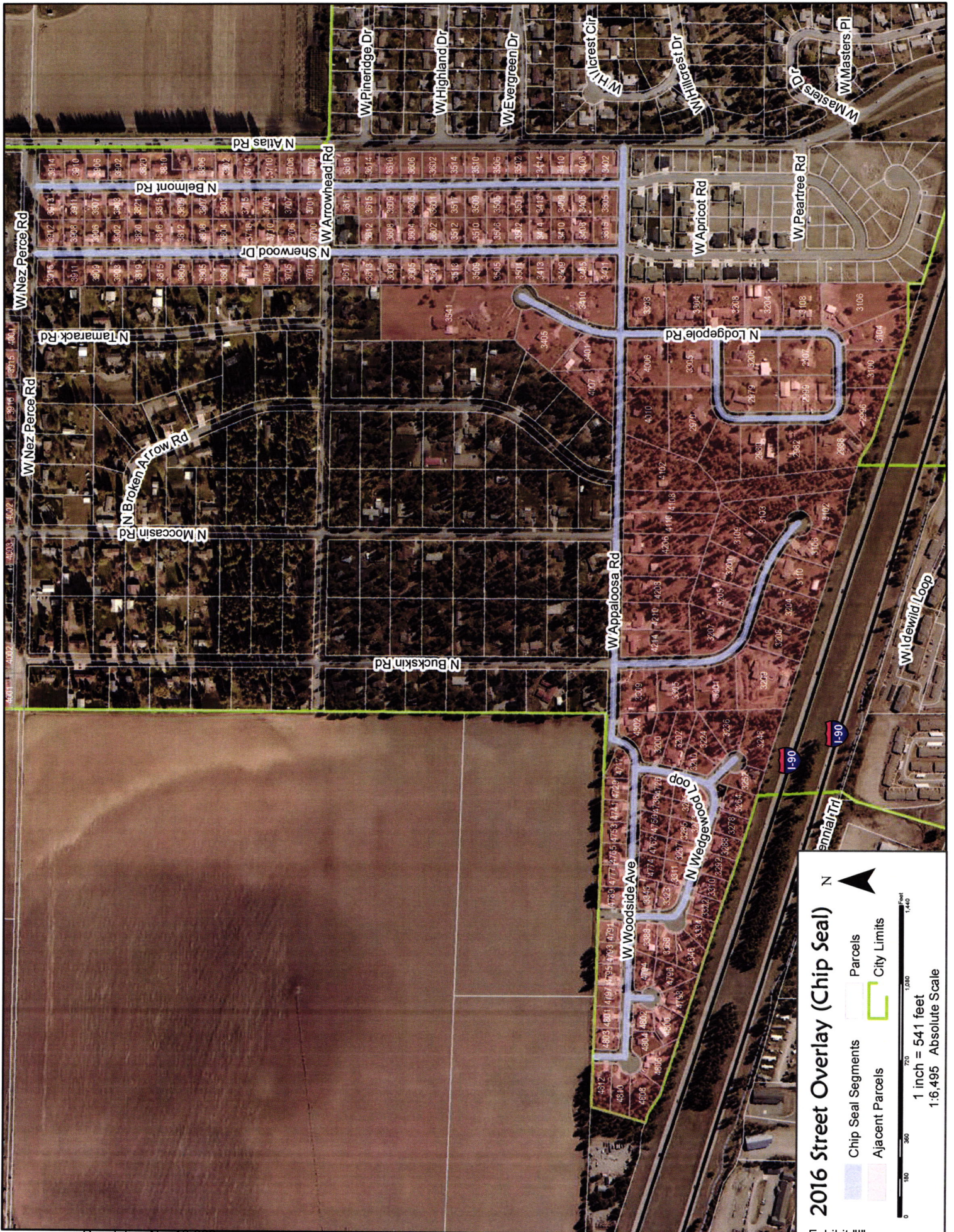
Renata McLeod, City Clerk

City of Hayden Lake

Chris Beck, Mayor

ATTEST:

Lynn Hagman, City Clerk



**City Council
STAFF REPORT**

DATE: February 16,2016
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS USED VEHICLE**

DECISION POINT:

The purpose of this report is for consent to declare a 1998 Pontiac Grand Am, 2003 S-10 Blazer, 2004 S-10 Blazer, 1968 Clark Fork lift to be deemed surplus and authorization to auction.

HISTORY:

The vehicles were used as transportation for legal and Building staff and deemed of no value. The fork lift was originally purchased by streets and water, given to fire several years ago and no has been sitting outback of the shops

PERFORMANCE ANALYSIS

These vehicles have been deemed of little value to departments. We looked to provide or offer in-house before we send items to surplus.

1- Admin101

Does not fit a current need is 18 years old and is a 1998 Pontiac Grand Am with 52,170 miles, it has a traction control malfunction, wheel bearing assembly in need of replacement and paint peeling off.

2- FIRE319

Clark CY40 (last year of manufacture was 1968) w/ 5100 hours has no high range in the transmission, bad brakes, engine burns and leaks oil and wear and tear consistent with a 1960's machine.

3- BLDG354

2004 S-10 Blazer w/ 77,668 miles has average wear and tear for a 12 year old vehicle.

4- BLDG356

2003 S-10 Blazer w/ 70,012 miles has various engine oil leaks, front differential leak, broken driver's seat, right front axle boot torn and 13 years of general wear and tear.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. The department will shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this vehicle surplus.



2- FIRE319

Clark CY40 (last year of manufacture was 1968) w/ 5100 hours has no high range in the transmission, bad brakes, engine burns and leaks oil and wear and tear consistent with a 1960's machine.



1- Admin101

Does not fit a current need is 18 years old and is a 1998 Pontiac Grand Am with 52,170 miles, it has a traction control malfunction, wheel bearing assembly in need of replacement and paint peeling off.

4- BLDG356

2003 S-10 Blazer w/ 70,012 miles has various engine oil leaks, front differential leak, broken driver's seat, right front axle boot torn and 13 years of general wear and tear.



3- BLDG354

2004 S-10 Blazer w/ 77,668 miles has average wear and tear for a 12 year old vehicle. Also has moldy carpet

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: February 8, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Bid Results for the **2016 Cured In Place Pipe (CIPP) Project.**

=====

DECISION POINT:

The City Council may wish to accept and award a contract to the lowest responsive bidder for the City of Coeur d'Alene Wastewater Utility 2016 Cured-in-Place Pipe (CIPP) Project.

HISTORY:

On January 4, 2016, the City prequalified two (2) CIPP Contractors through the State of Idaho Category B Bidding process. On January 21, 2016, Notice for Bids was issued to these contractors for this FY's public sewer (trenchless) rehabilitation project. Bids were opened on February 3, 2016 at 4:00 PM.

FINANCIAL ANALYSIS:

The following table summarizes the prequalified contractor's bids the City received:

BIDDER NAME	BASE BID 9,983 FT
Planned and Engineered Construction, Helena, MT	\$300,000.00
Insituform, Littleton, CO	\$312,402.20
Engineer's Opinion of Probable Costs (Range)	\$280,000 to \$300,000

In accordance to the Bidding Documents, the basis of award is based on the lowest responsive Base Bid and as shown in the table above, Planned and Engineered Construction (PEC) provided the lowest responsive bid. The Wastewater Utility planned and budgeted for this project and has the available funds to pay for this project.

PERFORMANCE ANALYSIS:

PEC has successfully completed eight (8) previous CIPP contracts within the City of Coeur d'Alene to the Wastewater Utility's satisfaction.

RECOMMENDATION:

Authorize staff to award the City of Coeur d'Alene Wastewater Utility's 2016 Cured-In-Place Pipe (CIPP) Project to Planned and Engineered Construction (PEC), for a total of \$300,000.00.

CONTRACT

THIS CONTRACT, made and entered into this 16th day of February, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **PLANNED AND ENGINEERED CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Montana, with its principal place of business at 3400 Centennial Drive, Helena, MT, 59601, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2016 Cured-in-Place Pipe (CIPP) Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene Wastewater Utility - 2016 Cured-in-Place Pipe (CIPP) Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **Three-Hundred Thousand Dollars (\$300,000.00)**, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

Unit Price Schedule
(Completed Upon Award)

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Base Bid					
2010.4.1.A.1	Mobilization	1	LS	\$15,000.00	\$15,000.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$9,850.00	\$9,850.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	8,611	LF	\$23.00	\$198,053.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	1,372	LF	\$25.00	\$34,300.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	20	EA	\$100.00	\$2,000.00
SP-02541.4.1.C.1	Lateral Reinstatement	240	EA	\$50.00	\$12,000.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	9,983	LF	\$1.00	\$9,983.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	9,983	LF	\$1.00	\$9,983.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$8,831.00	\$8,831.00
TOTAL BASE BID					\$300,000.00

The Work shall be substantially complete within 50 calendar days after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions or by August 31, 2016, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) calendar days after the date of Substantial Completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002)

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPMC Division 100.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
PLANNED AND ENGINEERED CONSTRUCTION, INC.

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

ATTEST:

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of February, 2016, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene 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 _____
Residing at _____
My Commission expires: _____



STATE OF MONTANA)
) ss.
County of _____)

On this ____ day of February, 2016, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, of **PLANNED AND ENGINEERED CONSTRUCTION, INC.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such 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 _____
Residing at _____
My Commission expires: _____

ATTACHMENT "1"

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 8, 2016
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Resolution of support for federal grant application City of Dalton, 4th St reconstruction, Dalton to Prairie

DECISION POINT

Staff is requesting Council approval of a Resolution of support to the City of Dalton, for their proposed 4th St reconstruction project.

HISTORY

The City of Dalton will be submitting an application for Federal grant funding of a proposed 4th St reconstruction project. It would include reconstruction of the Dalton Ave intersection as a roundabout. Two legs of this intersection are within the City of Coeur d'Alene, so they are asking for the City to execute a letter of support for the project, to be included with the application.

FINANCIAL ANALYSIS

There is no immediate financial impact to the City of Coeur d'Alene. However should they obtain grant funding for the project, we would participate in a pro-rata share of the sponsor match. Our match would be proportionate to the cost of improvements within our city limits. They have estimated our share to be \$35,000 to \$45,000. This would be due when the project is funded, which they anticipate to be in 2021-2022 time frame. Funds would come from impact fees.

PERFORMANCE ANALYSIS

The Dalton Ave / 4th Street intersection is currently a 4-way stop and experiences heavy congestion during peak hours. Conversion to a roundabout would substantially decrease congestion and reduce potential traffic conflicts.

RECOMMENDATION

Staff recommends that Council adopt the attached resolution of support for the subject project.

RESOLUTION NO. 16-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO IN SUPPORT OF THE APPLICATION FOR STP-URBAN FUNDING FOR THE 4TH STREET, DALTON TO PRAIRIE IMPROVEMENT PROJECT, IN COOPERATION WITH THE CITY OF DALTON GARDENS AND THE CITY OF HAYDEN; AUTHORIZING THE MAYOR AND CITY CLERK TO MAKE SUCH DECLARATION FOR, AND ON BEHALF OF, THE CITY OF COEUR D' ALENE AND ITS OFFICERS.

WHEREAS, the City of Coeur d'Alene has determined that it is in the best interest of the City to apply for STP-Urban funding and to submit said application for "4th Street, Dalton to Prairie Improvement Project" to the Kootenai Metropolitan Planning Organization (KMPO) in conjunction with the City of Dalton Gardens and City of Hayden, and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to declare public support for this project and the application for federal funding; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City does declare, and hereby is declaring, public support for STP-Urban funding and to submit said application for "4th Street, Dalton to Prairie Improvement Project" to the Kootenai Metropolitan Planning Organization (KMPO) in conjunction with the City of Dalton Gardens and City of Hayden.

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

DATED this 16th day of February. 2016.

Steve Widmeyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

ANNOUNCEMENTS

Memo to Council

DATE: February 8, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the February 16th Council Meeting:

DEANNA GOODLANDER Arts Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Sean Holm, Arts Commission Liaison

PUBLIC WORKS COMMITTEE

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 8, 2016
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval of financing agreement with Ignite CDA for Seltice Way Design

DECISION POINT

Staff is requesting Council approval of the financing agreement with Ignite CDA for the Seltice Way design

HISTORY

The design of Seltice Way Reconstruction is in the current year's CIP plan. The design costs are partially funded by Ignite CDA (\$250,000). The financing agreement for this funding is being forwarded for Council consideration.

FINANCIAL ANALYSIS

The total design fees are \$342,900 with Ignite contributing \$250,000. The remaining \$92,900 will come from the City (impact fees). The Ignite funding was included in this year's budget.

PERFORMANCE ANALYSIS

Approval of this agreement will provide the funds necessary for completion of the project design.

RECOMMENDATION

Staff recommends approval of the financing agreement with Ignite CDA.

RESOLUTION NO. 16-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FINANCING OF IMPROVEMENTS WITH COEUR D'ALENE URBAN RENEWAL AGENCY d/b/a IGNITE CDA FOR SELTICE WAY DESIGN.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a an Agreement for Financing of Improvements with ignite cda, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Financing of Improvements, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 16th day of February, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR FINANCING OF IMPROVEMENTS

Seltice Way Improvement Project: Coeur D'Alene, Idaho

This Agreement, entered into and effective as of the 16th day of February, 2016 is made and entered into between the **Coeur d'Alene Urban Renewal Agency d/b/a ignite cda** (the "Agency") and the **City of Coeur d'Alene, Idaho** (the "City") relating to the financing and development of certain public improvements to Seltice Way, located in Coeur d'Alene, Idaho (the "**Project**"). The City and the Agency are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended (the "**Law**") and the Local Economic Development Act, Title 50, Chapter 29, as amended (the "**Act**") as a duly created and existing urban renewal agency for the City; and

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the "**State**"); and

WHEREAS, the City Council of the City adopted its Ordinance No. 3155 on November 18th, 2003, approving the River District Urban Renewal Plan; and

WHEREAS, pursuant to the Act, the Law and Plan, the Agency is authorized to carry out the purposes and various projects under the Plan and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property more commonly known as the Seltice Way, located in Coeur d'Alene, Idaho (the "**Project Site**") and intends to reconstruct the roadway, sidewalk, and related improvements; and

WHEREAS, the Agency agreed, in accordance with its Plan, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of financing the Project.

NOW THEREFORE, it is agreed as follows:

I. Effective Date The effective date of this Agreement shall be the date when this Agreement has been signed by the City and the Agency and shall continue until the completion of all obligations of each Party.

II. Financing of Project Design. The Agency and the City have agreed to share the costs incurred for the architectural, engineering, and related costs for the design of the Project (collectively, the “**Design Costs**”). The design of the Project (the “**Final Design**”) shall be subject to written approval by the Agency prior to the release of a construction contract or commencement of construction on the Project. The Agency has agreed to pay up to two hundred and fifty thousand dollars (\$250,000) (the “**Agency Contribution**”) to fund Design Costs related to Project elements solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the River District, provided the City at all times complies with the terms of this Agreement. An Agency Board member, and/or the Agency’s Executive Director, shall be a member of the Project implementation team and the Agency shall approve any and all consultant draw requests made of the City, submitted pursuant to any Professional Services Agreement entered into by the City in connection with the design of the Project. The Agency shall have the ability, in its sole discretion, to hire any third-party consultant or expert to oversee the design of the Project, at Agency’s expense. The City agrees to cooperate or cause its consultant or other party acting on behalf of the City to reasonably cooperate with such third-party consultant or expert.

III. Payments by the Agency. Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the consultant being submitted to the Agency, which has been signed and approved by the City and the Agency, the Agency will pay directly to the consultant the amount requested under the draw request up to a maximum of the total Agency Contribution.

IV. Changes during Design. All material changes to the Project, including but not limited to material changes to the Final Design shall be subject to prior written approval by the Agency.

V. Antidiscrimination. The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

VI. Insurance. City shall, or through its consultant shall, at its sole cost, obtain and maintain in force for the duration of this Agreement insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency to insure Agency’s interest in the Project:

(a) Commercial General Liability Insurance (“**Occurrence Form**”) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate

products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name Agency, including its respective affiliates, officers, directors, and employees of each as additional insureds. Such endorsement shall be made upon endorsements providing coverage identical to that provided under ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, and coverage limits identical to those provided under ISO Endorsement CG 25 03 03 97, by City's Commercial General Liability insurer to meet the above requirements. All policies shall not be a claims-made policy.

(b) The City shall ensure subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance ("**Occurrence Form**") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis.

(c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over City's employees, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

(d) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

(e) All insurance provided by City under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. City hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of City's performance under this Agreement or construction of the Project.

(f) Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. City shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits

endorsements required in this Agreement. At Agency's request, City shall provide a certified copy of each insurance policy required under this Agreement.

(g) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

(h) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. City's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under and satisfies all applicable requirements of the laws of the State of Idaho and the Agency is named as an additional insured.

VII. Damage and Destruction; Condemnation. In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

VIII. Use of the Project. The Project shall at all times remain open to and used by the public up to and including December 31, 2027. The City agrees to a deed restriction to be placed on the property upon which the Project will be constructed evidencing such use restriction.

IX. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the nondefaulting Party may do the following:

(a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

(b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.

(c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

X. Indemnification. City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees by reason of any such claim, City, upon written notice from the Agency, shall, at City's expense, resist or defend such action or proceeding by counsel selected by City or City's insurance carrier.

XI. Access to Reports. All Parties agree to provide all information regarding the Project to all other Parties upon reasonable request to the appropriate Authorized Representative as designated under Section XVII.

XII. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

XIII. No Joint Venture or Partnership. The Agency and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and City a joint venture or partners.

XIV. Assignment. The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

XV. Notice and Receipt.

(a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or

other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City: City of Coeur d' Alene
710 E Mullan Avenue
Coeur d'Alene, ID 83814

If to Agency: Ignite cda Executive Director
105 N. 1st Street, Suite 100
Coeur d' Alene, Idaho 83814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) Receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) the date of the attempted delivery or refusal to accept delivery,
 - (b) the date of the postmark on the return receipt, or
 - (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

XVI. Authorized Representative. The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Gordon Dobler, City Engineer as its Authorized Representative.

XVII. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

XVIII. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties.

XIX. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

XX. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

XXI. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

DATED this ____ day of _____, 2016.

COEUR D'ALENE URBAN RENEWAL
AGENCY D/B/A IGNITE CDA

By _____
Tony Berns
Its Executive Director

DATED this ____ day of _____, 2016.

CITY OF COEUR D'ALENE, IDAHO

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1000

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 34, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17L (Limited Commercial at 17 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted as an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 16, 2016.

APPROVED by the Mayor this 16th day of February, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-2-14 U.S. Department of Agriculture, Forest Service - Nursery

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 34, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annexation A-2-14 U.S. Department of Agriculture, Forest Service - Nursery, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of February, 2016.

Randall R. Adams, Chief Deputy City Attorney

Coeur d'Alene Nursery Project Annexation Legal Description

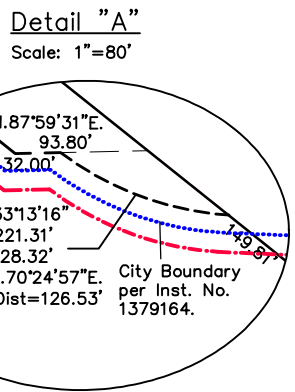
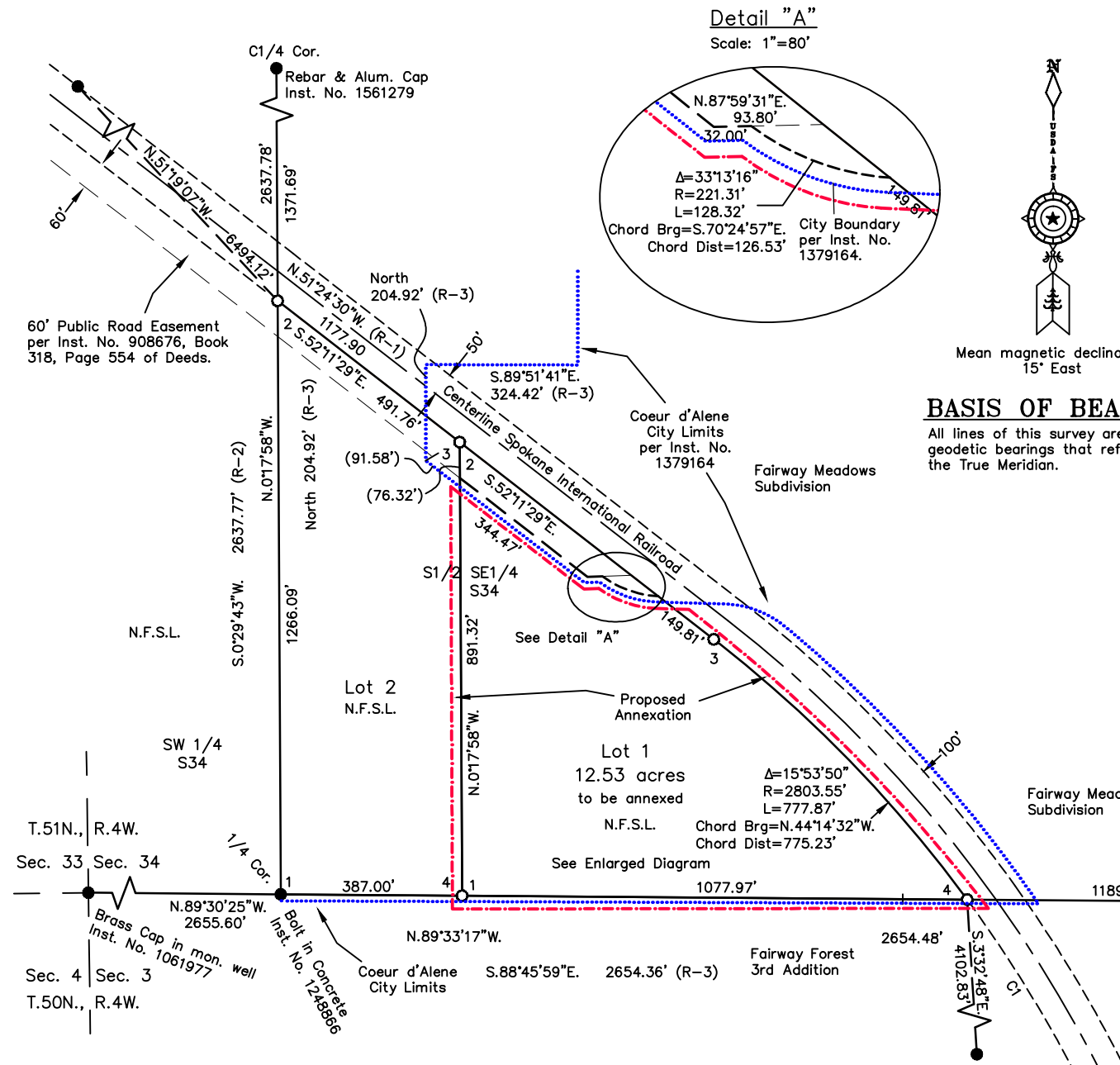
That portion of a parcel of land described in the Warranty Deed to the United States of America recorded May 10th, 1960 as Instrument Number 374046 and depicted on Coeur d'Alene Nursery Record of Survey recorded as Instrument No. 2444598000, recorded in the office of the Kootenai County Clerk, located in the southeast ¼ of Section 34, Township 51 North, Range 4 West, of the Boise Meridian, in the State of Idaho, described as follows:

Commencing at the south ¼ corner of section 34, identical with corner No. 1, Lot 2, Coeur d'Alene Nursery survey, and on the north line of the Fairway Forest 3rd Addition Subdivision, thence on the south line of section 34, identical with line 1-4, Lot 2, Coeur d'Alene Nursery survey, identical with the Coeur d'Alene City limits, and on the north line of the Fairway Forest 3rd Addition Subdivision S. 89°33'17" E., 387.00 feet to corner No. 4, Lot 2, identical with corner No. 1, Lot 1 Coeur d'Alene Nursery survey, the Point of Beginning; thence continuing on the south line of section 34, identical with line 1-4, Lot 1, Coeur d'Alene Nursery survey, identical with the Coeur d'Alene City limits, and on the north line of the Fairway Forest 3rd Addition Subdivision S. 89°33'17" E., 1077.97 feet to corner No. 4, Lot 1, Coeur d'Alene Nursery survey, a point on a non-tangent curve at the intersection with the southwesterly right of way line of the Spokane International Railroad; thence leaving Coeur d'Alene City limits, northwesterly 777.87 feet on line 4-3, Lot 1, Coeur d'Alene Nursery survey, identical with the southwesterly right of way line of the Spokane International Railroad, on the arc of a curve concave to the southwest having a radius of 2803.55 feet through a central angle of 15°53'50" with a chord bearing N. 44°14'32" W., 775.23 feet to the end of said curve; thence N. 52°11'29" W., 149.81 feet to a point on a non-tangent curve at the intersection with the Coeur d'Alene City limits per Record of Survey filed as Instrument No. 1379164; thence northwesterly 128.32 feet on the Coeur d'Alene City limits, on the arc of a curve concave to the north having a radius of 221.31 feet through a central angle of 33°13'16" with a chord bearing N. 70°24'57" W., 126.53 feet to the end of said curve at the intersection with a right-of-way easement recorded as Instrument No. 908676; thence on a non-tangent line along said right-of-way easement, identical with the Coeur d'Alene City limits S. 87°59'31" W., 32.00 feet to a point; thence continuing on the right-of-way easement, identical with the Coeur d'Alene City limits N. 52°11'29" W., 344.47 feet to the intersection with line 2-1, Lot 1, identical with line 3-4, Lot 2, Coeur d'Alene Nursery survey; thence on line 2-1, Lot 1, identical with line 3-4, Lot 2, Coeur d'Alene Nursery survey S. 0°17'58" E., 891.32 feet to the Point of Beginning.

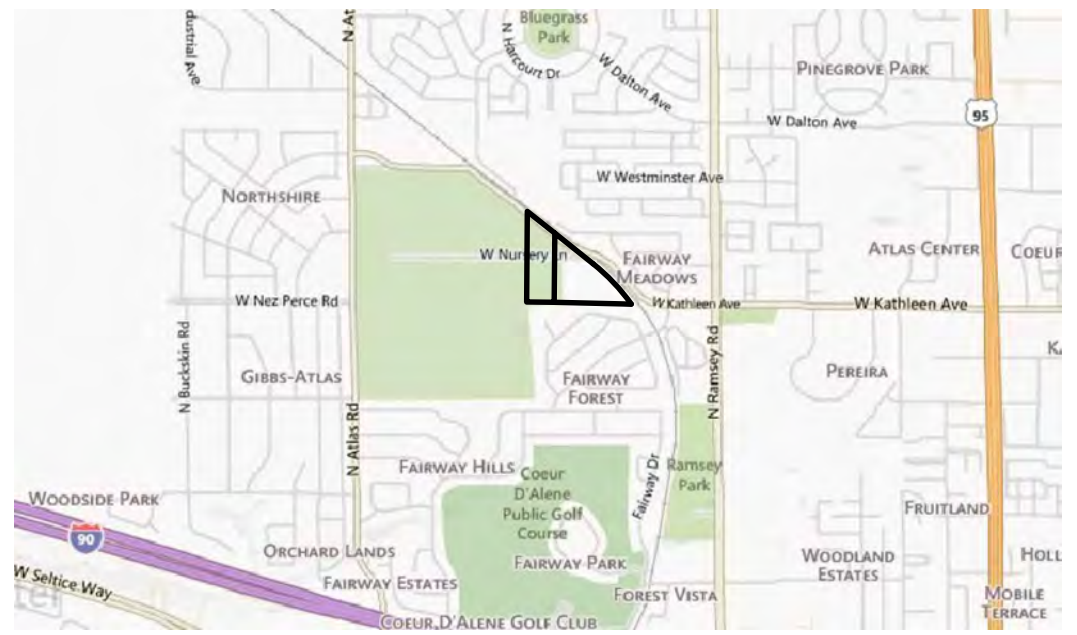
The area described contains 12.53 acres, more or less.

ANNEXATION MAP

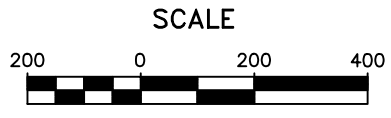
Coeur d'Alene Nursery
 A Portion of the South 1/2 of the Southeast 1/4 of Section
 34, Township 51 North, Range 4 West, Boise Meridian,
 Kootenai County, Idaho
 CITY OF COEUR D'ALENE ORDINANCE NO.



BASIS OF BEARING
 All lines of this survey are mean geodetic bearings that reference the True Meridian.



VICINITY MAP
 No Scale



SCALE

METHOD OF SURVEY

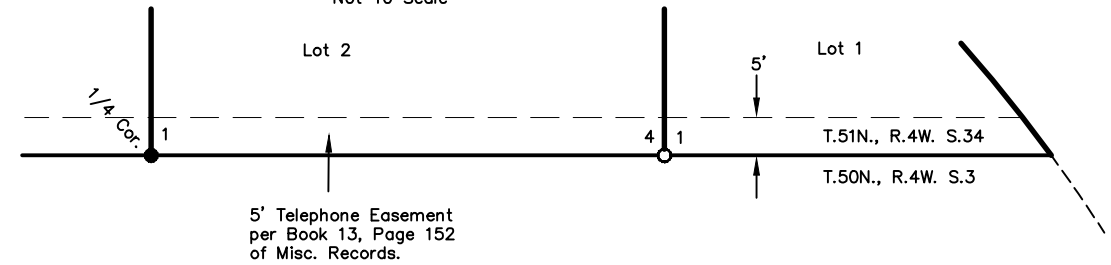
This survey was executed using survey grade RTK GPS combined with conventional total station methods. Distances shown in parenthesis are calculated from record documents.

Curve Table				
Curve	Radius	Length	Delta	Note
C1	2803.55'	3050.62'	45°42'04"	Measured
C1	2803.55'	3050.62'	n/a	(R-1)

LEGEND

- Recovered Corner as described in C.P.&F. record (see corresponding Instrument No.)
- Set 3/4" rebar, 30" long, with 3 1/4" alum. Forest Service cap, flush with ground.
- N.F.S.L. National Forest System Lands
- (R-1) Record measurement per Inst. No. 2274758.
- (R-2) Record measurement per Inst. No. 1923930.
- (R-3) Record measurement per Inst. No. 1379164.
- Proposed Annexation
- Existing Coeur d'Alene City Limits

Enlarged Diagram
 Not To Scale



U.S.D.A. - Forest Service - Region 1
IDAHO PANHANDLE NATIONAL FORESTS
COEUR D'ALENE NATIONAL FOREST

PROJECT: Coeur d'Alene Nursery
 SURVEYOR: Beale, Mettler
 DATE SURVEYED: 2014
 DRAWING BY: Mettler 1/28/2016

SHEET 1 OF 1

Coeur d'Alene City Council Staff Report

Date: February 16, 2016

From: Troy Tymesen, Finance Director

Subject: To conduct a Request for Proposals (RFP) for City wide solid waste hauling and single stream recycling services.

Decision Point: To make available to contractors an RFP for City wide solid waste hauling and single stream recycling services.

History: The City entered into a multi-year Solid Waste System Participation Agreement with Kootenai County on July 1, 2000. This agreement along with the solid waste and recycling hauling services contract matures June 30, 2016. The agreement was designed to assist the City in managing the solid waste collection and recycling programs effectively and efficiently and at the same time implementing best practices with the County as it manages the landfill. In October of 2010 single stream recycling was negotiated and added to the contract.

Financial Analysis: Once the information has been analyzed from the RFP process staff will come back to Council with the cost analysis and the benefits and impacts for the City's constituents.

Performance Analysis: The RFP will seek proposals from contractors to include the option of including glass in the single stream recycling program.

Decision Point: To make available to contractors an RFP for City wide solid waste hauling and single stream recycling services.

PUBLIC HEARINGS

**CITY COUNCIL
MEMORANDUM**

DATE: FEBRUARY 16, 2016

FROM: RENATA MCLEOD, CITY CLERK

RE: APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBSTANTIAL AMENDMENTS FOR ACTION PLAN YEAR 2014 & 2015

DECISION POINT:

- To authorize the substantial amendments for the CDBG Plan Year 2014 and 2015.

HISTORY: The CDBG regulations require a substantial amendment be conducted if there are line-item changes that total more than 20% of the total budget or new projects are funded that were not listed within the Annual Action Plans. Pursuant to HUD requirements the City published the notice of public comment period and public hearing on January 8, 2016. The public comment period was open from January 8, 2016 through February 8, 2016. The following are the amendments requested (as depicted in the attached budget sheet):

Program Year 2014

- To reduce the Administrative budget line-item from \$14,073.00 to \$9,162.00.
- To reduce the Sidewalks Projects budget line-item from \$32,089.00 to \$0.00.
- To increase the Public Services/Community Grants budget line-item from \$121,100.00 to \$158,100.00.

This allows for the allocation of funds through the City's Community Grant Program in the amount of \$37,000 to The Boys and Girls Club for Engineering and Architect fees for their CDA Project. Please note it is staffs intent to propose the allocation of an additional \$83,000 in plan year 2017 for a total grant allocation of \$120,000.

Program Year 2015

- To allocate \$10,000.00 of the Administrative budget line-item to BBC Research for the Fair Housing Assessment.
- To reduce the Sidewalks Project budget line-item from \$43,510.00 to \$0.00.
- To increase the Public Services/Community Grants budget line-item from \$119,330.00 to \$162,840.00.
- To change the recipient of the Public Services/Community Grants from The Shepard's Table for \$119,330.00 to St. Vincent de Paul for \$162,840.00 for the purchase of the H.E.L.P. Center. Please note it is staffs intent to propose the allocation of an additional \$187,160 in plan year 2016 for a total grant allocation of \$350,000.

RECOMMENDATION POINT:

To authorize the substantial amendments for the CDBG Plan Year 2014 and Plan Year 2015.

Plan Year 2014 Action Plan Budget

			FUNDING	FUNDING	
ALLOCATION	<u>% of Funds</u>	<u>% of Funds</u>	<u>\$295,366.00</u>	<u>\$295,366.00</u>	Explanation
ADMINISTRATION	<u>20.0%</u>	<u>18.3%</u>	<u>\$59,073.00</u>	<u>\$54,162.00</u>	<ul style="list-style-type: none"> • Contract for Administration • Advertisements • Publications • Training
		-			
		-			
		-			
INCREASE HOUSING	<u>11.8%</u>	<u>11.8%</u>	<u>\$35,000.00</u>	<u>\$35,000.00</u>	Housing Needs Assessment completed by BBC Research & Consulting
COMMUNITY PROJECTS TO BENEFIT LOW TO MODERATE INCOME CITIZENS	<u>41%</u>	<u>53.6%</u>	<u>\$121,100.00</u>	<u>\$158,100.00</u>	Adding Boy and Girls Club to previously listed projects for The Children's Village, Trinity Group Homes and The North Idaho Violence Prevention Shelter.
SIDEWALKS	<u>10.9%</u>	<u>0.00%</u>	<u>\$32,089.00</u>	<u>\$0.00</u>	Sidewalk repair/replacement within LMI Census block areas.
NEIGHBORHOOD REVITALIZATION/ CODE ENFORCEMENT	<u>16.3%</u>	<u>16.3%</u>	<u>\$48,104.00</u>	<u>\$48,104.00</u>	Available for home revitalization including emergency minor home repairs for LMI homeowners
INCREASE HOUSING SPECIAL NEEDS/ HOMELESS	=	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	No current projects identified. Will look for future partnerships.
	=	-		-	
ECONOMIC DEVELOPMENT	=	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	No current projects identified. Will look for future partnerships.
	=	-		-	
TOTAL	<u>100.0%</u>	<u>100.0%</u>	<u>\$295,366.00</u>	<u>\$295,366.00</u>	

Plan Year 2015 Action Plan Budget

			FUNDING	FUNDING	
ALLOCATION	<u>% of Funds</u>	<u>% of Funds</u>	<u>\$291,050.00</u>	<u>\$291,050.00</u>	Explanation
ADMINISTRATION	<u>20.0%</u>	<u>20.0%</u>	<u>\$58,210.00</u>	<u>\$58,210.00</u>	<ul style="list-style-type: none"> • Contract for Administration • Fair Housing • Advertisements • Publications • Training
INCREASE HOUSING	<u>0.0%</u>	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	
COMMUNITY PROJECTS TO BENEFIT LOW TO MODERATE INCOME CITIZENS	<u>41.0%</u>	<u>56.0%</u>	<u>\$119,330.00</u>	<u>\$162,840.00</u>	Change recipient from The Shepard's Table to St. Vincent de Paul for purchase of H.E.L.P. Building
SIDEWALKS	<u>14.9%</u>	<u>0.00%</u>	<u>\$43,510.00</u>	<u>\$0.00</u>	Sidewalk repair/replacement within LMI Census block areas.
NEIGHBORHOOD REVITALIZATION/ CODE ENFORCEMENT	<u>24.0%</u>	<u>24.0%</u>	<u>\$70,000.00</u>	<u>\$70,000.00</u>	Available for home revitalization including emergency minor home repairs for LMI homeowners
INCREASE HOUSING SPECIAL NEEDS/ HOMELESS	=	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	No current projects identified. Will look for future partnerships.
ECONOMIC DEVELOPMENT	=	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	No current projects identified. Will look for future partnerships.
TOTAL	<u>100.0%</u>	<u>100.0%</u>	<u>\$291,050.00</u>	<u>\$291,050.00</u>	

Community Development Block Grant

Substantial Amendment to
Plan Year 2014 and
Plan Year 2015

Must Meet One of Three National Objectives

- I. Benefit to Low and moderate income (LMI) persons
- II. Aid in the prevention of slum and blight
- III. Meet an urgent need

Consolidated Plan Goals

GOAL NO. 1	Increase supply of for sale housing at prices affordable to city's low to moderate income workers
GOAL NO. 2	Increase the supply of rental housing affordable to extremely low income renters/residents with special needs/homeless
GOAL NO. 3	Improve the City's sidewalks to make them more accessible to persons with disabilities
GOAL NO. 4	Continue with neighborhood revitalization efforts including code enforcement, to improve the condition of housing and commercial properties in low income areas
GOAL NO. 5	Expand higher paying employment opportunities for the residents, through economic development
GOAL NO. 6	Public Service Activities other than Low/Moderate Income Housing

PY 2014 Amendment

Substantial Amendment will:

Move \$4,911.00 from Administration to
Public Services/Community Grants

Move \$32,089.00 from Sidewalks to
Public Services/Community Grants

Total budget for Public Services/Community Grants is now increased to \$158,100.


Award increase of \$37,000 to the Boys and Girls Club for Engineering and Architectural fees.

*Please note it is staffs intent to propose the allocation of an additional \$83,000 in plan year 2017 for a total grant allocation of \$120,000

PY 2015 Amendment

Substantial Amendment will:

Allocate \$10,000.00 from Administration to pay remaining balance of Fair Housing Assessment to BBC Research.

Move \$43,510.00 from Sidewalks to
Public Services/Community Grants 

Total budget for Public Services/Community Grants is now increased to \$162,840.00.

To change the recipient of the Public Services/Community Grants from The Shepard's Table for \$119,330.00 to St. Vincent de Paul for \$162,840 for the purchase of the H.E.L.P. Center.

*Please note it is staffs intent to propose the allocation of an additional \$187,160 in plan year 2016 for a total grant allocation of \$350,000

Tonight we ask for Council approval of the proposed Substantial Amendment for PY 2014 and PY 2015.

Visit the City web page for more information regarding the Community Development Block Grant funding and Emergency Minor Home Repair and Accessibility Program.

WWW.CDAID.ORG

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 12/31/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2016
<u>General-Designated</u>	\$345,744	\$17,619	\$15,512	\$347,851
<u>General-Undesignated</u>	8,566,534	14,247,536	4,547,015	18,267,055
<u>Special Revenue:</u>				
Library	(207,781)	785,224	107,467	469,976
CDBG	(0)			(0)
Cemetery	(62,437)	16,766	18,284	(63,955)
Parks Capital Improvements	175,726	6,157	75,705	106,178
Impact Fees	4,261,850	48,905	1,603	4,309,152
Annexation Fees	57,592	36,763		94,355
Insurance	(128,702)	180,300		51,598
Cemetery P/C	1,718,399	3,450	13,587	1,708,262
Jewett House	15,579	1,025	1,011	15,593
Reforestation	23,547	5		23,552
Street Trees	213,561	6,646	2,500	217,707
Community Canopy	2,024	110	321	1,813
CdA Arts Commission	2,326			2,326
Public Art Fund	61,611	13	1,000	60,624
Public Art Fund - LCDC	426,623	90		426,713
Public Art Fund - Maintenance	109,936	23	25	109,934
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	541,271	466,869		1,008,140
LID Guarantee	37,926	2,836		40,762
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	2,104			2,104
<u>Capital Projects:</u>				
Street Projects	141,509	1,579	37,158	105,930
<u>Enterprise:</u>				
Street Lights	44,988	44,172	51,668	37,492
Water	1,226,223	264,894	233,722	1,257,395
Water Capitalization Fees	3,808,230	67,970		3,876,200
Wastewater	5,734,430	622,622	663,532	5,693,520
Wastewater-Reserved	909,961	27,500		937,461
WWTP Capitalization Fees	4,868,024	105,350		4,973,374
WW Property Mgmt	60,668			60,668
Sanitation	(86,425)	326,785	302,240	(61,880)
Public Parking	(294,298)		3,611	(297,909)
Drainage	380,031	90,725	11,252	459,504
Wastewater Debt Service	1,015,078	216		1,015,294
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	219,785	193,485	219,972	193,298
LID Advance Payments	3,910		1,360	2,550
Police Retirement	1,372,149	95,034	33,024	1,434,159
Sales Tax	1,824	2,375	1,824	2,375
BID	150,166	3,792	20,000	133,958
Homeless Trust Fund	485	440	485	440
GRAND TOTAL	\$35,720,170	\$17,667,276	\$6,363,878	\$47,023,568

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTH ENDED
 January 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$80,725	34%
	Services/Supplies	11,400	3,867	34%
Administration	Personnel Services	256,143	68,588	27%
	Services/Supplies	49,120	23,773	48%
Finance	Personnel Services	669,468	228,456	34%
	Services/Supplies	128,610	45,063	35%
Municipal Services	Personnel Services	1,100,049	387,871	35%
	Services/Supplies	487,725	184,444	38%
	Capital Outlay			
Human Resources	Personnel Services	213,211	69,780	33%
	Services/Supplies	51,650	9,295	18%
Legal	Personnel Services	1,101,327	391,566	36%
	Services/Supplies	98,853	19,781	20%
Planning	Personnel Services	521,558	165,146	32%
	Services/Supplies	37,350	9,246	25%
Building Maintenance	Personnel Services	350,898	102,768	29%
	Services/Supplies	146,875	35,463	24%
	Capital Outlay			
Police	Personnel Services	11,109,117	3,747,895	34%
	Services/Supplies	1,120,843	387,877	35%
	Capital Outlay	1,042,615	382,785	37%
Fire	Personnel Services	7,700,642	2,829,331	37%
	Services/Supplies	597,093	86,698	15%
	Capital Outlay	5,270,000	331,883	6%
General Government	Services/Supplies	49,250	1,992	4%
	Capital Outlay		7,695	
Byrne Grant (Federal)	Services/Supplies		39,117	
	Capital Outlay			
COPS Grant	Personnel Services			
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	5,064	17%
	Capital Outlay			
Streets	Personnel Services	2,138,021	737,578	34%
	Services/Supplies	680,080	178,170	26%
	Capital Outlay	80,000	8,500	11%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTH ENDED
January 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2016	PERCENT EXPENDED
Engineering Services	Personnel Services	556,456	192,425	35%
	Services/Supplies	749,560	19,947	3%
	Capital Outlay			
Parks	Personnel Services	1,409,262	364,051	26%
	Services/Supplies	518,800	91,616	18%
	Capital Outlay	45,000	24,670	55%
Recreation	Personnel Services	575,554	181,025	31%
	Services/Supplies	143,430	34,019	24%
	Capital Outlay	5,000	12,694	254%
Building Inspection	Personnel Services	838,421	291,404	35%
	Services/Supplies	50,920	12,443	24%
	Capital Outlay	47,792	47,792	100%
Total General Fund		<u>40,217,748</u>	<u>11,842,503</u>	<u>29%</u>
Library	Personnel Services	1,172,301	383,617	33%
	Services/Supplies	196,850	47,753	24%
	Capital Outlay	140,000	35,254	25%
CDBG	Services/Supplies	529,424	30,694	6%
Cemetery	Personnel Services	173,772	53,626	31%
	Services/Supplies	100,500	20,141	20%
	Capital Outlay	30,000	29,470	98%
Impact Fees	Services/Supplies	1,842,000	36,107	2%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	106,536	20%
Insurance	Services/Supplies	372,000	175,503	47%
Cemetery Perpetual Care	Services/Supplies	127,500	24,207	19%
Jewett House	Services/Supplies	29,355	3,772	13%
Reforestation	Services/Supplies	2,000	1,382	69%
Street Trees	Services/Supplies	100,000	29,333	29%
Community Canopy	Services/Supplies	1,500	413	28%
CdA Arts Commission	Services/Supplies	7,300		
Public Art Fund	Services/Supplies	324,000	28,067	9%
Total Special Revenue		<u>5,672,502</u>	<u>1,005,875</u>	<u>18%</u>
Debt Service Fund		<u>882,660</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTH ENDED
January 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2016	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	555,000		
Seltice Way Sidewalks	Capital Outlay	79,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000	23,003	46%
Levee Certification	Capital Outlay	498,000	3,000	1%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000	17,392	
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000		
Ironwood / US 95	Capital Outlay	120,000	34,000	
Total Capital Projects Funds		2,842,000	77,395	3%
Street Lights	Services/Supplies	584,150	99,248	17%
Water	Personnel Services	1,965,322	642,008	33%
	Services/Supplies	4,319,099	357,307	8%
	Capital Outlay	2,026,000	341,908	17%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	811,613	32%
	Services/Supplies	7,060,119	596,980	8%
	Capital Outlay	4,520,000	537,106	12%
	Debt Service	2,178,063		
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	1,246,985	33%
Public Parking	Services/Supplies	167,896	29,090	17%
	Capital Outlay			
Drainage	Personnel Services	107,327	36,968	34%
	Services/Supplies	819,980	35,201	4%
	Capital Outlay	330,000	109,513	33%
Total Enterprise Funds		33,672,414	4,843,927	14%
Kootenai County Solid Waste		2,300,000	631,543	27%
Police Retirement		170,900	56,161	33%
Business Improvement District		186,000	50,000	27%
Homeless Trust Fund		5,000	1,351	27%
Total Fiduciary Funds		2,661,900	739,055	28%
TOTALS:		\$85,949,224	\$18,508,755	22%