

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

**AGENDA**  
**VISION STATEMENT**

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

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

**November 5, 2019**

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

**B. INVOCATION:** Pastor Mike Maksimowicz with Ignite the World Ministries

**C. PLEDGE OF ALLEGIANCE:**

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

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

**F. PROCLAMATION:** Nonprofit Awareness Month- November 2019

**Accepted by: Rebecca Gershenson Smith, CDAIDE's board chair**

**G. ANNOUNCEMENTS:**

- 1. City Council**
- 2. Mayor - Appointment of Gracie Messier to the Pedestrian Bicycle Advisory Committee.**

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

**H. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 15, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for Tuesday, November 12, 2019 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a cemetery transfer Open Arms PCC to Jeffrey D. Horne; Lot 3, block 66, Section A in Forest Cemetery.

**As Recommended by the City Clerk**

5. **Resolution No. 19-055 -**

- a. Final Plat Approval, Acceptance of Improvements, Approval of Maintenance/Warranty Agreement, and Acceptance of Security for Coeur d'Alene Place 31<sup>st</sup> Addition.

**As Recommended by the City Engineer**

- b. Approval of the purchase of a street sweeper through the state bid process of “piggy backing” on a purchase with Lakes Highway District.

**As Recommended by the Streets and Engineering Director**

- c. Approval of an agreement with Kootenai County for Public Transportation for fiscal year 2019-2020.

**As Recommended by the City Administrator**

**I. OTHER BUSINESS:**

1. **Resolution No. 19-056 -** Approval of an Agreement with ignite cda for financing of improvements for the Atlas Waterfront project.

**Staff Report by: Troy Tymesen, City Administrator**

**J. EXECUTIVE SESSION**

Idaho Code 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**K. ADJOURNMENT**

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



# Coeur d'Alene

## CITY COUNCIL MEETING

*November 5, 2019*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# PRESENTATIONS



## PROCLAMATION

**WHEREAS**, nonprofit organizations help build and sustain healthy communities in our state and enhance the quality of life for Idahoans and for others throughout the country and the world; and

**WHEREAS**, Idaho's nonprofit leaders often are entrepreneurs, create new solutions to problems, and fill previously unmet needs in the areas of health, recreation, education, research, arts, social services and more; and

**WHEREAS**, the nonprofit sector works as a responsible partner with private enterprise and government to alleviate the most pressing social issues of our time; and

**WHEREAS**, over 380,000 Idahoans contribute more than 53 million volunteer hours annually, one of the highest volunteer rates in the nation, thus providing opportunities for leadership, civic engagement, and building communities; and

**WHEREAS**, the nonprofit sector acts as responsible stewards of charitable dollars to achieve a diverse range of missions and goals; and

**WHEREAS**, nonprofit organizations often fulfill their missions by advocating on behalf of those who cannot advocate for themselves; and

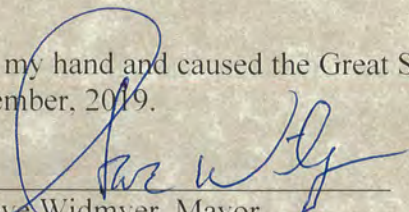
**WHEREAS**, the accomplishments of the nonprofit sector deserve acknowledgment, affirmation, and celebration; and

**NOW, THEREFORE**, I, Steve Widmyer, Mayor of Coeur d'Alene, Idaho, do hereby proclaim November, 2019 to be

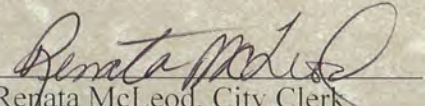
### ***IDAHO NONPROFIT AWARENESS MONTH***

and encourage all Idahoans to continue to recognize and support the nonprofit organizations in their communities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 5<sup>th</sup> day of November, 2019.

  
Steve Widmyer, Mayor

ATTEST:

  
Renata McLeod, City Clerk





# ANNOUNCEMENTS

# Memo to Council

DATE: October 29, 2019

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 5th Council Meeting:

GRACIE MESSIER                      PED/BIKE ADVISORY COMMITTEE  
(Student Representative)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc:     Renata McLeod, Municipal Services Director  
        Monte McCully, Ped/Bike Committee Liaison

# CONSENT CALENDAR



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

OCTOBER 15, 2019

The Mayor and Council of the city of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, October 15, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor Mike Slothower with River of Life Friends Church provided the invocation.

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

**PUBLIC COMMENTS:**

**Full Ironman**

Naomi Boutz, Coeur d'Alene, noted that she is the owner of Vine and Olive Restaurant in Riverstone. She spoke in support of bringing back the full Ironman every third year. The economic impact to her business was higher during the full Ironman, and throughout the week 100% to 50% higher depending on the day. She noted that when she worked downtown, the full-Ironman was the most profitable event hosted downtown. She hopes to see the economic benefit from a full Ironman event in Riverstone.

Mike Gartner, Coeur d'Alene, noted that he owns a bike shop on Sherman Avenue and encouraged the Council to approve the Ironman agreement that includes the full Ironman. He said that it brings people to town in the spring, as well as throughout the year people come to trainings and clinics and stay longer when there is a full Ironman.

Todd Whitman, Coeur d'Alene, spoke in support of the full Ironman and noted that he comes from a non-business perspective. He moved here in 2011, after doing the full Ironman race in 2010. He said that he is a pulmonary physician at Kootenai Health, and uses the Ironman race as a selling point to recruit other physicians. Additionally, his patients get inspiration when seeing the Ironman racers.

Diego LaVette, Coeur d'Alene, said that he was the owner of the local Coeur d'Alene tri-team and race director for the Run for 271 race that raises money for the school district. He believes that Ironman is an ecosystem of health for the community, as it is an inspiration beyond age groups. He noted that over the past 6 months, their 150 members volunteered 400 hours to other local events for schools and other community organizations. He feels that the full Ironman once every three years is a great compromise.

Teresa Dewitt, Coeur d'Alene, said that she is a CDA tri-team member and is a local business owner, as well as a flight attendant. She recently met a person on the plane that expressed excitement about the potential of the full Ironman returning. Today she spoke to a downtown vendor who said that the benefits outweigh the difficulty of the traffic disruption. She also requested that recycle bins be placed next to trash bins during large events.

**Atlas Waterfront Bid:**

Dean Haagenson, Coeur d'Alene, believes the competitive bid process should be followed by the City, including not accepting those that were not delivered in a timely manner. He understands that La Riviera's bid was late and should not be accepted. The project should rebid. There are provisions in the law to negotiate a contract, but not to accept a non-responsive bid. Chief Civil Deputy City Attorney Randy Adams noted that the City did reject the bid, and did follow Idaho Code regarding public works construction. The City had the option to rebid or make a proper finding and then direct staff to negotiate with any contractor, which was done so at the October 1, 2019 City Council meeting. The one timely bidder stated that they did not want to negotiate with the City for that project. Councilmember Gookin asked if the City could negotiate with any contractor after rejecting any bids. Mr. Adams clarified that the City can go on the open market and negotiate in any way it deems reasonable.

**Historic Preservation Commission:**

Robert Singletary, Coeur d'Alene, spoke in support of the adoption of the historic preservation code. He has been a proponent of setting up a City commission for many years. He requested the Council pass the ordinance creating the Commission. He serves as the chairman of the County's Preservation Commission, served on the Museum Board, owned a historic building, and believes it is time to have a good marriage between development and preservation.

Walter Berns, Coeur d'Alene, said that he is the Vice President of the Garden District and was asked by the group to express their support of the establishment of a City Historic Preservation Commission. They have moved forward with a survey for the Garden District to be included in the Historic Register and had to go through the County and would love to work with their own City.

**PROCLAMATION FOR SAFE INFANT SLEEP AWARENESS MONTH - OCTOBER:**

Mayor Widmyer proclaimed the month of October as Safe Infant Sleep Awareness Month. Liz Montgomery, Executive Director and Safe Sleep Educator, Inland Northwest SIDS/SUID Foundation and Northwest Infant Survival and SIDS Alliance, accepted the proclamation. She noted that Sudden Unexpected Infant Death (SUID) kills more children than opioids, guns, and suicide. In 2017, 3,600 babies died from SUID, 90% of deaths were preventable, and over 50%

of deaths occurred while sharing a sleep surface with an adult. Health District 1 has the second highest SUID rate in the state. Three children a year die from SUID in Kootenai County. Ms. Montgomery said that they are the only non-profit in town providing services such as education and bereavement counseling. She thanked the City for their support in regard to safe sleep education being required through the childcare licensing process.

### **COUNCIL ANNOUNCEMENTS:**

Mayor Widmyer thanked Councilmember Evans and the Arts Commission for putting on the Mayors Awards in the Arts on October 9, 2019.

Mayor Widmyer asked for confirmation of the appointment of this year's Student Representatives.

**MOTION:** Motion by Edinger, seconded by Evans to appoint the following Student Representatives: Joe Morrison, CDATV Committee (reappointment); Zoe Gephart, Alternate CDATV Committee; Parker Drechsel, Parks & Recreation Commission; Grace Couture-Ishihara, Alternate Parks & Recreation Commission; Alyssa Livingston, Arts Commission; Zoey Hart, alternate Arts Commission; Alexandra Namson, Library Board; Alison Cranney, alternate Library Board; and Lola Mae Weinsheim, Childcare Commission. **Motion carried.**

**CONSENT CALENDAR:** **Motion** by McEvers, seconded by Gookin, to approve the Consent Calendar.

1. Approval of Council Minutes for the October 1, 2019 Council Meeting.
2. Approval of General Services Committee Meeting Minutes from the October 7, 2019 meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for Monday, October 21, 2019 at 12:00 noon and 4:00 p.m. respectively.
6. Approval of Final Plat of SS-19-08, Hickam Place; 3223 N. 4th Street
7. As Recommended by the City Engineer
8. **Resolution No. 19-049-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AND AUTHORIZING THE FOLLOWING ACTIONS OF THE CITY OF COEUR D'ALENE: WAIVER OF COVERED LOAD REGULATIONS FOR THE ANNUAL CITY LEAF PICKUP PROGRAM AND DECLARATION OF FIRE DEPARTMENT FIRE PREVENTION TRAILER AS SURPLUS.

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

## RESOLUTION NO. 19-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH ITD FOR CONTROL OF THE NORTHWEST BOULEVARD TRAFFIC SIGNALS NEAR I-90.

**STAFF REPORT:** City Engineer Chris Bosley explained that the Idaho Transportation Department (ITD) currently controls the signal operations on Northwest Boulevard/Ramsey from Lakewood Drive to Golf Course Drive because of their proximity to Interstate 90. The City has been in discussions with ITD regarding taking over control of these signals for over three years. ITD is interested in giving control of three signals to the City to reduce their responsibilities in maintaining the signals and adjusting the timing. The City is interested in taking control to better respond to changes in local traffic and citizen concerns. In order to take control of the corridor, the signal equipment must be replaced with the type that the City uses in the rest of their signals, city-wide. Signal detection that has failed or is near the end of its expected life must also be replaced. In order for the signals to be coordinated and controlled by the City, fiber optic connectivity must be provided between the signals with a connection to other City-owned fiber. As part of the traffic study completed for the Riverstone development, it was suggested that the City have control of the traffic signals along Northwest Boulevard. The MOU details that the State would provide reimbursement for signal equipment and detection, as the old systems are no longer working. Mr. Bosley noted that the equipment would be installed by City crews. Fiber optic cable would be installed by a contractor at the City's expense. The City's investment in the project would be approximately \$160,000 for installation of the fiber optic cable. However, the fiber optic installation would eventually be needed in order for connectivity to other signals in the corridor and to the 9-1-1 center. City crews would spend several weeks installing the new signal equipment and working with the signal supplier to time and coordinate the signals in the corridor. ITD would provide up to \$175,000 for reimbursement of the signal equipment.

**DISCUSSION:** Councilmember McEvers asked if the City has always taken care of the asphalt on the bridge. Mr. Bosley said that the City has done patching outside of the bridge area. Councilmember English noted this has been a high priority project and wondered if people will immediately notice a difference in traffic flow. Mr. Bosley said that there should be a noticeable difference in flow once the software is up and running. Councilmember English expressed disappointed that the traffic rating will be going down in letter rankings. Mr. Bosley explained that the letters for level of service are a little misleading, as it is difficult to achieve an A (due to needing to have a street with no traffic) and that a D is the minimum level for an urban environment. Councilmember Miller asked if the MOU will be ongoing, or if it will be renegotiated annually. Mr. Bosley confirmed that it is an on-going perpetual MOU, and that ITD wanted a termination clause just in case it wasn't working well at some point. Additionally, in order for ITD to take the signals back, they would have to change out the equipment again as they don't use the same equipment as the City. Councilmember Gookin asked for clarification regarding the funding. Mr. Bosley explained that the \$160,000 will be spent on equipment the City will own and the fiber optic install. The \$175,000 will go into the signals ITD owns and the software. Mr. Bosley further explained that the \$160,000 could be funded through impact fees. City Administrator Troy Tymesen said that the City will be discussing the funding of \$100,000 with ignite, cda as a large portion of the project is in the Lake District. Councilmember Gookin

asked if there were funding options from the County for the 9-1-1 building fiber connection. He also asked about the priority traffic flow direction, due to on- and off-ramps. Mr. Bosley explained that the goal would be to keep traffic from backing up to I-90, so ITD will keep control of pan tilt zoom cameras to keep an eye on traffic on the freeway. Timing will work on the corridor because if vehicles get backed up between the signals it starts to back up the ramps and would be adjusted. Councilmember Gookin asked if the software will be compatible with the regional transportation plan. Mr. Bosley explained that the different signal controls can work; however, the fiber optics is the important piece to make it work and in moving forward in the future. Councilmember Edinger asked about the confidence level in making a funding request to ignite tomorrow. Mr. Tymesen clarified that he will be asking them to place money in their budget for the project and is very confident in the request, otherwise he would come back to Council seeking authority to utilize impact fees.

**MOTION:** Motion by Gookin, seconded by Edinger to approve **Resolution No. 19-050;** approving a Memorandum of Understanding with ITD for control of the Northwest Boulevard traffic signal near I-90.

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

### **RESOLUTION NO. 19-053**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH LARIVIERE, INC., FOR THE ATLAS WATERFRONT PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$5,874,190.10.

**STAFF REPORT:** Parks and Recreation Director Bill Greenwood explained that the City advertised the Atlas Park Project for bid and received one timely bid from Cameron Reilly (CR) Concrete in the base bid amount of \$6,602,489.90 and Add Alternates totaling \$1,230,297. The City rejected the bid because it was beyond the budget and authorized staff to negotiate with CR and/or LaRiviere, Inc. (LaRiviere) who had submitted an untimely bid. Welch Comer Engineers, with direction from City staff, initiated negotiations with CR, who ultimately withdrew from negotiations, so negotiations with LaRiviere commenced. Welch Comer provided the City with a memo documenting the negotiation process. The negotiated base bid price with LaRiviere is \$5,283,816.10, along with the 10 Add Alternates recommended for award (\$590,374), for a total award of \$5,874,190.10. That amount is \$123,887 less than LaRiviere's original price for the same work. The Add Alternates not recommended for award total \$342,492, which is \$10,964 less than LaRiviere's original price. Ignite cda originally budgeted \$6,000,000 for Atlas Park. LaRiviere proposes a shorter construction schedule resulting in lower construction observation costs and increased construction funding of \$6,075,150, which is enough to award the project to LaRiviere for \$5,874,190.10 and fund \$200,000 for the City purchase of the playground. However, it will provide no construction contingency funding for unknown conditions or owner-directed changes that will arise during construction. If the City requests, and ignite cda approves a funding increase of \$280,000, the project will have a \$280,960 contingency budget (4.6% of construction cost) and if the contingency budget is not used, the City could construct some of the four currently unfunded Add Alternates, one of which is an overlook that was expanded for the



benefit of the community, at a cost of \$40,000. They will be drawing water out of the river for irrigation, and learned a lesson on the need for a backup system, which Mr. Greenwood hopes to pay for through costs savings or added at a later date. The two other items were log booms, which can be added later and are not critical to the working system of the park. The City is not currently providing project funding.

**DISCUSSION:** Councilmember Miller noted that the City needs to move forward with shoreline stabilization before developers would be willing to come forward with land purchases. She said that she was concerned with the bid law and questioned why the contractors that pulled plans did not end up bidding. Mr. Greenwood said that none of the other contractors contacted him. Phil Boyd, with Welch Comer, said that he had a phone call on Monday from a contractor that did not submit a bid, who wanted to know why the City negotiated with CR and LaRiviere. That contractor said that if he had bid, he would have been close but not the lowest bidder. Councilmember Miller said that she felt if a general contractor was interested, they would have been contacting them. Mr. Boyd agreed that if there were a lot of interest, he believes he would have heard from more contractors and that did not happen. He reminded the Council that the shoreline stabilization is an important piece to move forward with as the work must be done when the water is low. Councilmember Gookin said that he was happy this is moving forward after so long and will provide more access to the river. Councilmember Gookin asked for clarity regarding Council rejection of all bids and negotiating an agreement, and whether or not this can be done all the time. Mr. Adams explained that the code gives a lot of discretion to the Council in order to get the best value for the City. In this specific case, Council was given the facts and made the determination to reject and negotiate. Councilmember Miller said that she appreciated the delay on some of the addendums and going to ignite for contingency funds. Mr. Greenwood said that he believes they will find some savings, such as soil that was included in the specifications, that can be replaced with City-owned Coeur d'Green in its place. Councilmember Miller asked if the negotiated Contract has the same schedule as the bid schedule. Mr. Boyd said that as part of the contract negotiations they were able to shorten the timeline by a month, as LaRiviere does a lot of their own work, so the end date is set for June 2020.

**MOTION:** Motion by McEvers, seconded by Miller to approve **Resolution No. 19-053;** Approval of an Agreement with LaRiviere Inc. for the Atlas Waterfront Project.

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

#### **RESOLUTION NO. 19-054**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A HOST VENUE AGREEMENT WITH THE WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR IRONMAN®-BRANDED TRIATHLON EVENTS IN 2021, 2022, AND 2023.

**STAFF REPORT:** Mr. Tymesen noted that the relationship with IRONMAN and the City began in 2003. The most recent revision occurred in 2015 when the 70.3 Ironman was added. The proposed revisions to the IRONMAN Host Venue agreement are supported by the

Downtown Association, the Chamber of Commerce, the Kroc Center, the Coeur d'Alene Resort, Riverstone Development LLC., CDA Convention and Visitor Bureau, and the owner of Vine and Olive. The financial sponsorship fees are the responsibility of the North Idaho Sports Commission. The first year fee is \$125,000 and the two remaining years are \$65,000 each. The 140.6 IRONMAN would occur in 2021, and then the next two years are scheduled to be a 70.3. The City would maintain its level of support for all of the Ironman events. An estimate of City cost, based on past Ironman contests would be approximately \$46,275 for the 140.6 Ironman and \$35,930 for the 70.3. Mr. Tymesen introduced Britt Bachtel-Browning, who represents the North Idaho Sports Commission (NISC). Ms. Bachtel-Browning provided a presentation outlining the contract, which includes a full triathlon every third year in place of the half Ironman race. The race dates would continue to be the last Sunday in June. In regard to the funding, NISC would be responsible for the host sponsorship fee, and the World Triathlon Corporation (WTC) will continue to donate \$15,000 annually to local non-profits. She outlined the benefits to the community in regard to real estate activities, health and fitness and the community funds toward local non-profits. She noted that the full Ironman has a \$7 Million Dollar economic benefit to the community and provides economic benefit throughout the year via clinics and participants come to town for different seasons to prepare for the race. Ms. Bachtel-Browning gave a brief history of the events to date, noting the elimination of the full Ironman due to declining participation and those efforts undertaken to bring it back. She believes the idea of the full Ironman being held every third-year builds demand for the event and that the June date is the key to a successful activity. She said that the venue is well known and is one of the best host cities as noted in past surveys.

**DISCUSSION:** Councilmember Miller said that she looked at the request from both the pro and con of the proposal, and thinks the Sports Commission has a challenge; however, it is clear that the city is not on the hook for that. She expressed concern regarding volunteer fatigue and wear and tear on the park, as the full Ironman event uses the park for a full week prior to the 4<sup>th</sup> of July event. Councilmember Miller said that she estimates that the City is investing closer to \$100,000 into the event and the economic data seems to indicate that the \$7 million is regional, not just to the city of Coeur d'Alene. She wondered if it is still a good return on investment if the economic benefit is half that amount, and stated that she believes the Sports Commission deserves the opportunity to try and the community health benefit is important. Councilmember Miller asked the Sports Commission what would happen if they don't raise the sponsorship funds needed. Ms. Bachtel-Browning said that they have been talking to businesses and donors over the past 8 months and believes they are 75% of the way to raise the money by June 2021. She noted that 6,500 people have liked and followed the "Save Ironman" page and hopes to leverage that too. Mayor Widmyer asked Councilmember Miller how she determined the \$100,000 City investment. Councilmember Miller explained that she estimated fees that aren't collected as the park is unavailable to other uses for the week, and looked at costs in the case there is an incident, as those costs will raise with staff overtime, and also looked at worst case scenario costs. Councilmember Gookin noted that the City is not financially on the hook, and confirmed that insurances would cover the City and that the Coeur d'Alene Tri would be allowed to continue, and that he would support recycling bins in the downtown during events.

**MOTION:** Motion by Evans, seconded by Gookin to approve **Resolution No. 19-054;** approving a Host Venue Agreement with World Triathlon Corporation and North Idaho Sports Commission for a term of 2021-2023.

**DISCUSSION:** Councilmember McEvers said that the inspiration to be healthy made a big impact on him. Councilmember Evans thanked the Sports Commission for working on the issue. Councilmember Miller noted that she has hosted professional athletes for the event, likes the event, and expressed appreciation for all the support they have gathered.

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

### **RESOLUTION NO. 19-051**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF INSITUFORM TECHNOLOGIES, LLC, FOR THE 2019 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT AND APPROVING THE CONTRACT THEREFOR.

**STAFF REPORT:** Wastewater Capital Program Manager Mike Becker noted that he was requesting Council accept the base bid, Additive Alternative #1, and approve a contract with Insituform Technologies, LLC. Mr. Becker noted that on April 9, 2019 the City prequalified three CIPP contractors through the State of Idaho Category B bidding process. On August 21, 2019 Notice for Bids was issued to those contractors for this next Fiscal Year's CIPP Rehabilitation project. Two bids were received and opened on September 17, 2019. Insituform Technologies, LLC, provided the lowest Base Bid. Wastewater planned and budgeted for the project and has the available funds. Wastewater does not recommend awarding Additive Alternative #2 at this time, as it will be deferred to a later date. Insituform Technologies, LLC, has successfully completed three (3) previous CIPP contracts within the City including the 2018 CIPP Project next to City Hall, and completed the projects to the satisfaction of the Wastewater Utility. Mr. Becker noted that they will be targeting a stretch of pipe along Wallace Avenue to the south side of Sherman Avenue along 12<sup>th</sup> Street. He clarified that the life of the sewer line increases 100 years from the use of the process and it has saved the city approximately \$3,000,000 since they have started using the process.

**DISCUSSION:** Councilmember McEvers asked how they would bypass pipe across Sherman Avenue. Mr. Becker explained that the pipe will come down 4<sup>th</sup> Street to Indiana Avenue and they will not need to go into Sherman Avenue.

**MOTION:** Motion by McEvers, seconded by English to approve **Resolution No. 19-051;** approving the bid results and Agreement with Insituform Technologies, LLC for the Cured in Place Pipe (CIPP) project in an amount not to exceed \$721,274.00.

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

## COUNCIL BILL NO. 19-1016

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, ADDING A NEW CHAPTER DESIGNATED AS 2.85, HISTORIC PRESERVATION CODE, TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE; ESTABLISHING A HISTORIC PRESERVATION COMMISSION; PROVIDING FOR MEMBERSHIP TERMS; PROVIDING FOR ORGANIZATION AND DUTIES; PROVIDING FOR MEETINGS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT BY:** Community Planning Director Hilary Anderson explained that she was asking Council to adopt the Historic Preservation code and direct staff to take the next steps to form a Historic Preservation Commission, apply to become a Certified Local Government by November 21, and apply to the Idaho State Historical Preservation Office (SHPO) to receive grant funds for the city-wide preservation plan by December 27, 2019 in support of the Comprehensive Plan. Ms. Anderson noted that in 2019 Pete L'Orange and Dan Everhart from the Idaho State Historical Preservation Office (SHPO) met with city staff and Council Member Miller twice to encourage the City of Coeur d'Alene to discuss the potential of the City Coeur d'Alene establishing a Historic Preservation Commission and the process and benefits of becoming a Certified Local Government (CLG). She noted that the City of Coeur d'Alene is the largest city in Idaho that has not yet become a CLG. The program is a dynamic partnership between local governments, the Idaho State Historical Preservation Office (SHPO), and the National Park Service (NPS). She noted that forming and managing a new commission would take minimal staff time, as the commission would meet only quarterly and will be a working committee to aid in the work load. The Commission will be comprised of nine members, a Council Liaison, and staff liaison through the Planning Department. Of the nine members, two will need to have qualifications to meet the Secretary of the Interior Standards. Staff and the Council Liaison will also be working on a press release and creating an application form for interested commission members. Some staff time would be required to coordinate and prepare for commission meetings, prepare meeting minutes, and apply to SHPO for grant funds. The commission would be managed by the Planning Department. The financial benefit would be in the potential of grant funds that are dispersed by SHPO annually. There is a 1-to-1 match required, which can be an in-kind match. The in-kind match can use a volunteer rate at \$22/hour and City staff time used on the commission can also be used as match, at the fully loaded rate. Every year, the National Park Service provides money through the Historic Preservation Fund, which comes from offshore oil lease money. A minimum of 10% of money has to go to CLG's every year. Generally, \$75,000-\$77,000 is available to Idaho's CLG communities each year, through a competitive grant process. On average, 8-15 projects get funded each year. Grants can be used to send city staff, commission members, and council members to get training in historic preservation, travel costs, training fees, etc. Ms. Anderson clarified that there is no requirement regarding design review, materials, special windows, etc. but it can be added at a later date. There is no impact on property taxes for being within a historic district. They hope to have commission member appointments on the November 19, 2019 Council meeting agenda for approval.

**DISCUSSION:** Councilmember McEvers asked for clarification regarding what the preservation efforts would include. Ms. Anderson explained that preservation can be buildings, neighborhoods, or cultural sites. Another benefit is establishing a historic tour, recognizing the history in the community. Councilmember Miller noted that most grants are for archiving and documentation purposes, and it gives local citizens a resource of a place to go to voluntarily list their home.

**MOTION:** Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 19-1016** once by title only.

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

**MOTION:** Motion by Edinger, seconded by English, to adopt **Council Bill 19-1016**.

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

**2nd MOTION:** Motion by Gookin, seconded by Miller to direct staff to apply for the City to become a Certified Local Government and apply to SHPO to receive grant funds for a city-wide preservation plan in support of the Comprehensive Plan.

**DISCUSSION:** Councilmember Gookin noted that he has heard citizen concerns about the regulations getting overly aggressive or regulatory and wanted to remind the community that any additions would need to come before the Council.

**2nd Motion carried.**

**A-4-19: A PROPOSED 0.84-ACRE ANNEXATION FROM COUNTY AG. SUBURBAN TO R-3 ZONING DISTRICT BY APPLICANT T.J. ROSS; LOCATION: 1905 E. NETTLETON GULCH ROAD PURSUANT TO COUNCIL ACTION ON SEPTEMBER 17, 2019.**

#### **RESOLUTION NO. 19-052**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH T.J. ROSS FOR THE PROPERTY KNOWN AS 1905 E. NETTLETON GULCH ROAD.

**MOTION:** Motion by Gookin, seconded by Edinger to approve **Resolution No. 19-052**, Annexation Agreement with T.J. Ross for the annexation of 0.84-acre located at 1905 E. Nettleton Gulch Road; zoning from County Agriculture Suburban to R-3 zoning district.

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



**COUNCIL BILL NO. 19-1017**

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 6, TOWNSHIP 50, NORTH, RANGE 3W, 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 by Gookin, seconded by English, to dispense with the rule and read **Council Bill No. 19-1017** once by title only.

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

Motion by Gookin, seconded by McEvers, to adopt **Council Bill 19-1017.**

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

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

The meeting adjourned at 7:58 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

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

Request made by: Dr. Richard T. Hawk - Open Arms PCC 208-667-5433  
Name / Phone

1800 Lincoln Way Ste 201 Coeur d'Alene ID 83814  
Address

The request is for: / / Repurchase of Lot(s)  
 Transfer of Lot(s) from Open Arms PCC to Jeffrey D. Horne

Niche(s): \_\_\_\_\_  
Lot(s): 3, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 66 Section: A

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

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

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

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

Title transfer fee (\$ 40.00 ) attached\*\*.

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

open Arms PCC

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

MB 10/24/2019  
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: transfer  
Attorney Init. Date

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

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

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

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

RESOLUTION NO. 19-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AND AUTHORIZING: FINAL PLAT, ACCEPTANCE OF IMPROVEMENTS, A MAINTENANCE / WARRANTY AGREEMENT, AND ACCEPTANCE OF SECURITY FOR COEUR D'ALENE PLACE 31ST ADDITION; THE PURCHASE OF A STREET SWEEPER THROUGH THE STATE BID PROCESS OF "PIGGY BACKING;" AND A PUBLIC TRANSPORTATION LETTER OF AGREEMENT WITH KOOTENAI COUNTY FOR PUBLIC TRANSPORTATION FOR FISCAL YEAR 2019-2020.

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

- A) Final Plat Approval, Acceptance of Improvements, Approval of Maintenance / Warranty agreement, and Acceptance of Security for Coeur d'Alene Place 31st Addition;
- B) Approving the purchase of a street sweeper through the state bid process of "piggy backing;" and
- C) Approving a Public Transportation Letter of Agreement with Kootenai County for Public Transportation for fiscal year 2019-2020.

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 and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 5<sup>th</sup> day of November, 2019.

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

ATTEST

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

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

## CITY COUNCIL STAFF REPORT

**DATE:** November 5, 2019  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Coeur d'Alene Place 31<sup>st</sup> Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

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### DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a sixty (60) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

### HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President  
Greenstone-Kootenai II, Inc.  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake, WA 99019
- b. Location: East of Courcelles Parkway, North of Canfield Avenue.
- c. Previous Action:
  1. Final plat approval, CDA Place – 16<sup>th</sup> Addition (1994-2008).
  2. Final plat approval, CDA Place 17<sup>th</sup> – 23<sup>rd</sup> Addition (2010 – 2014).
  3. Final plat approval, CDA Place 24<sup>th</sup> – 30<sup>th</sup> Addition (2015 – 2018).

### FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 5, 2020. The amount of the security provided is \$97,372.00.

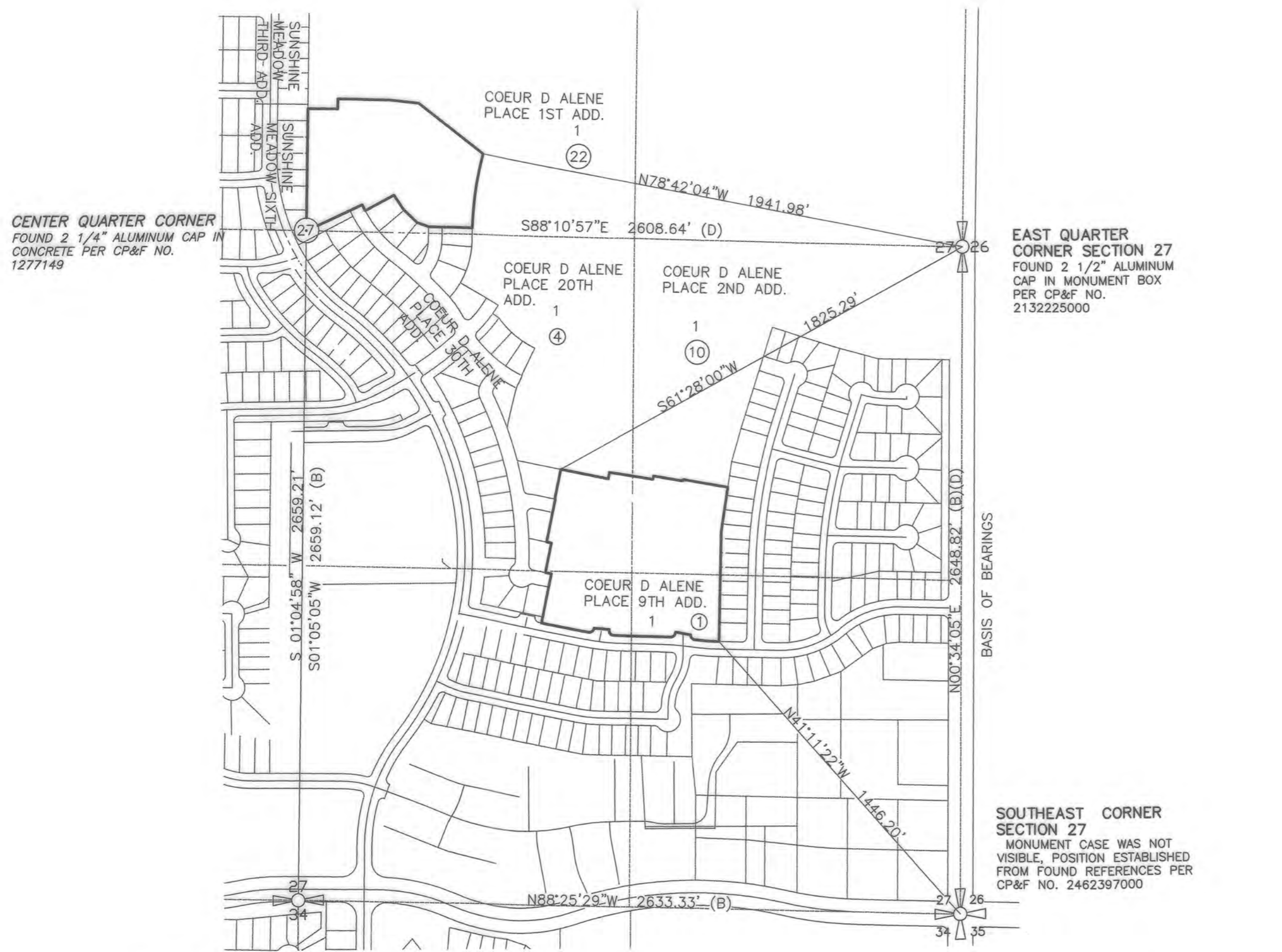
### PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 5, 2020.

### DECISION POINT RECOMMENDATION

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





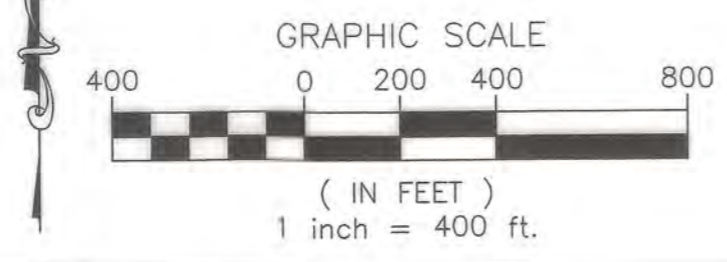
**CENTER QUARTER CORNER**  
 FOUND 2 1/4" ALUMINUM CAP IN  
 CONCRETE PER CP&F NO.  
 1277149

**EAST QUARTER CORNER SECTION 27**  
 FOUND 2 1/2" ALUMINUM  
 CAP IN MONUMENT BOX  
 PER CP&F NO.  
 2132225000

**SOUTHEAST CORNER SECTION 27**  
 MONUMENT CASE WAS NOT  
 VISIBLE, POSITION ESTABLISHED  
 FROM FOUND REFERENCES PER  
 CP&F NO. 2462397000

**SOUTH QUARTER CORNER SECTION 27**  
 FOUND 2-1/2" ALUMINUM CAP  
 PER CP&F NO. 2202800000

**BASIS OF BEARINGS**  
 THE BEARING OF N00°34'05"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, ACCORDING TO COEUR D'ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407-407C WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 00°47'56.60."



- SURVEY REFERENCES**
- (A) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340-340B
  - (B) COEUR D'ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407-407C
  - (C) COEUR D'ALENE PLACE NINTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 264 AND 264A
  - (D) COEUR D'ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B
  - (E) COEUR D'ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 396 THRU 396C
  - (F) SUNSHINE MEADOW SIXTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 191 THRU 191D

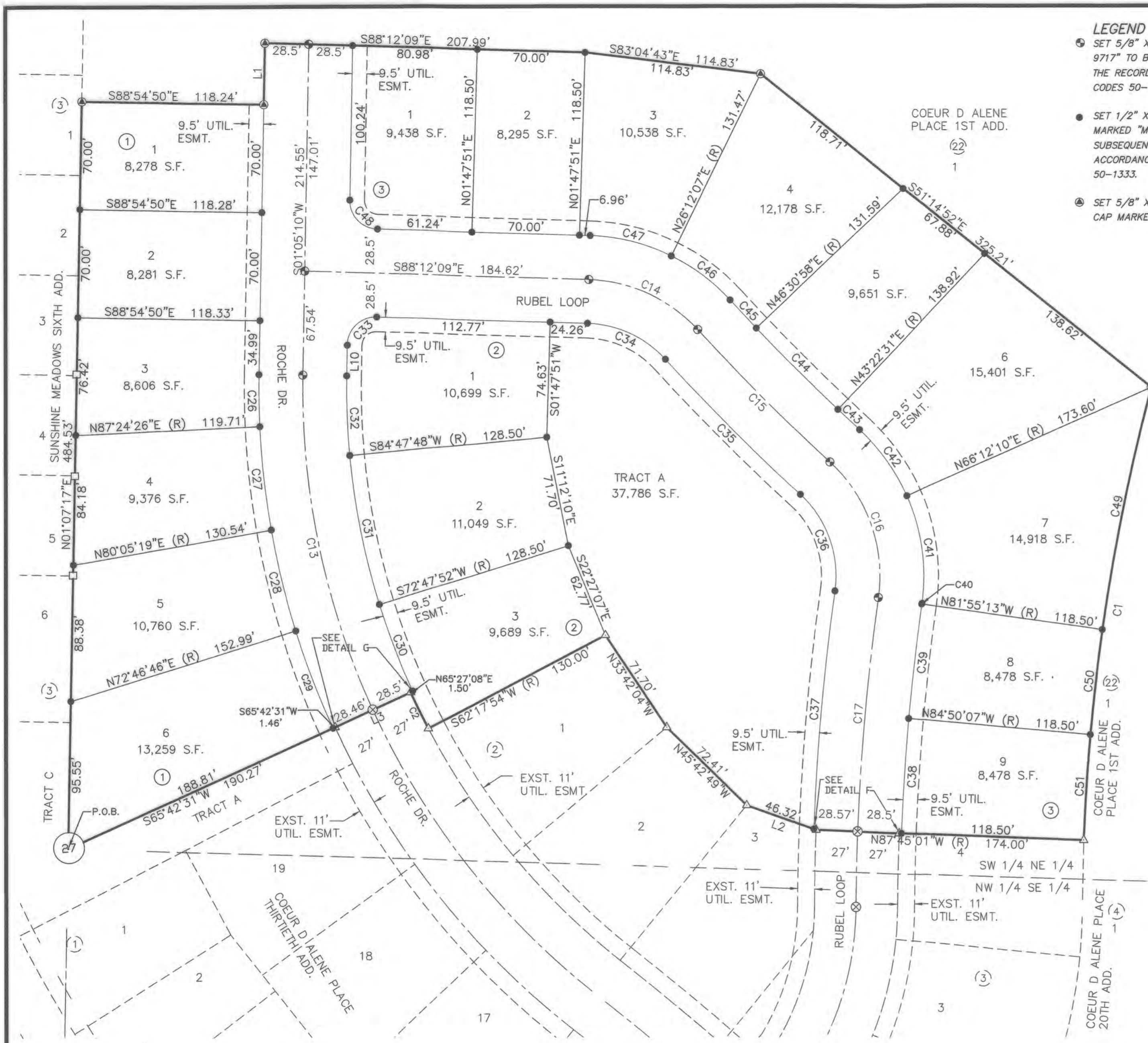
**SURVEYOR'S NARRATIVE**  
 THIS PLAT IS A RE-PLAT OF A PORTION OF LOT 1, BLOCK 22 OF COEUR D'ALENE PLACE FIRST ADDITION RECORDED IN BOOK G OF PLATS, PAGES 340-340B, A PORTION OF LOT 1, BLOCK 4 OF COEUR D'ALENE PLACE TWENTIETH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 407-407C, A PORTION OF LOT 1, BLOCK 10 OF COEUR D'ALENE PLACE SECOND ADDITION RECORDED IN BOOK G OF PLATS, PAGES 396 THRU 396C, AND LOT 1, BLOCK 1 OF COEUR D'ALENE PLACE NINTH ADDITION RECORDED IN BOOK I OF PLATS, PAGES 264 AND 264A. FOUND MONUMENTS ALONG THE BOUNDARY LINES OF SUNSHINE MEADOW SIXTH ADDITION, COEUR D'ALENE PLACE SECOND ADDITION AND COEUR D'ALENE THIRTIETH ADDITION WERE HELD FOR THIS PLAT.



**COEUR D'ALENE PLACE THIRTY-FIRST ADDITION**  
 LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,  
 RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
 KOOTENAI COUNTY, IDAHO

<b>RFK LAND SURVEYING INC.</b>				
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	<b>DRAWN</b> MEM	<b>APPROVED</b> RFK	<b>SCALE</b> AS NOTED	<b>PROJECT</b> 19-150
	<b>DATE</b> 10/07/19	<b>DATE</b> 10/07/19	<b>SHEET</b> 1 OF 5	<b>FIELD BOOK</b>



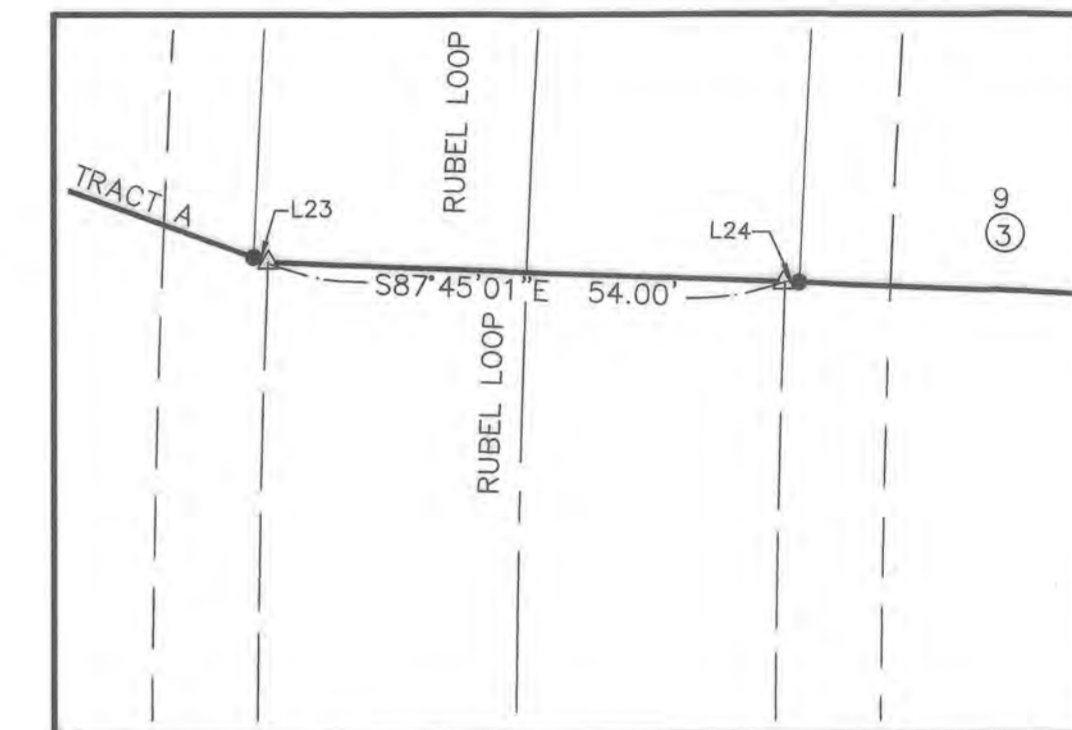


**LEGEND**

- SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
- △ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717"
- ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
- FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
- FOUND 3/8" REBAR WITH PLASTIC CAP MARKED "INC PLS 6602"
- × FOUND AS NOTED

P.O.B. = POINT OF BEGINNING

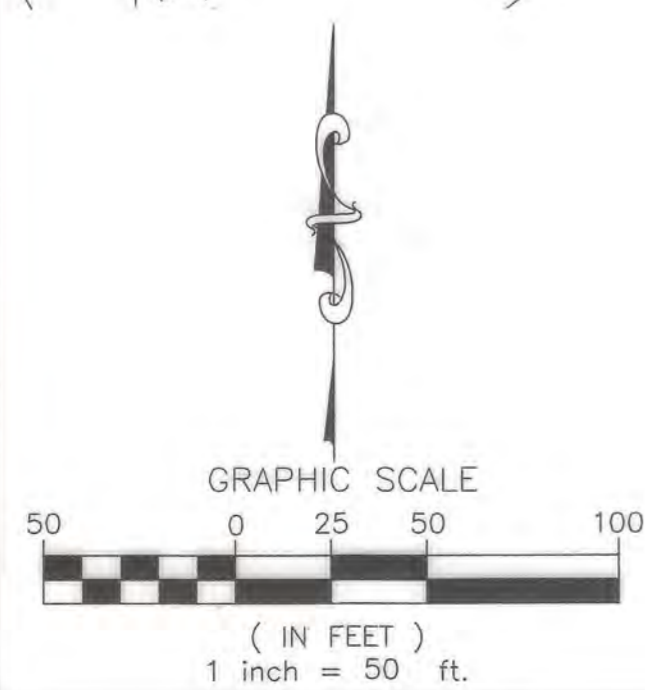
TOTAL AREA = 16.303 ACRES



DETAIL F  
SCALE: 1"=20'



DETAIL G  
SCALE: 1"=20'



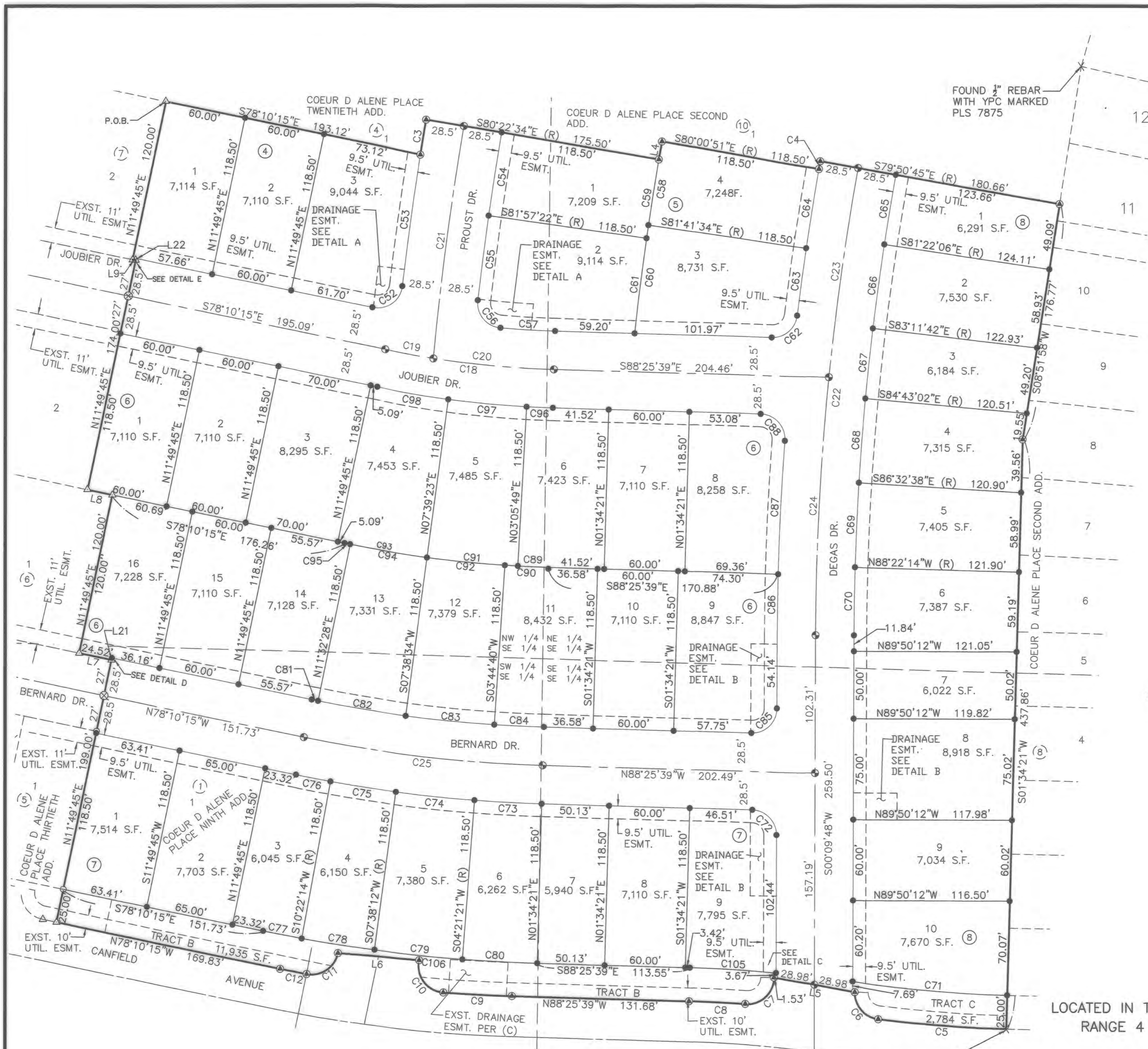
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THIRTY-FIRST ADDITION**  
 LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,  
 RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
 KOOTENAI COUNTY, IDAHO

**RFK LAND SURVEYING INC.**

1420 WEST GARLAND AVENUE  
 SPOKANE, WA 99205  
 TEL: (509) 324-7861  
 FAX: (509) 327-7249  
 E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	19-150
DATE	DATE	SHEET	FIELD BOOK
10/07/19	10/07/19	2 OF 5	



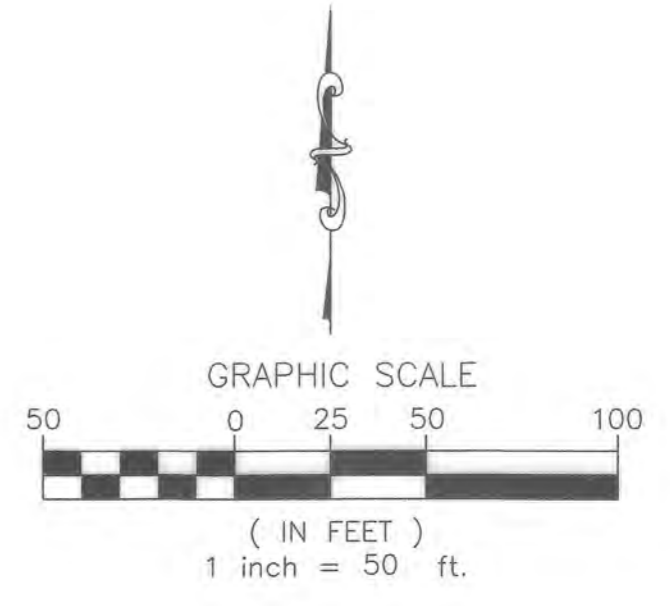


**LEGEND**

- ⊙ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- ⊙ SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
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- ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
- FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "INC PLS 6602"
- X FOUND AS NOTED

P.O.B. = POINT OF BEGINNING

TOTAL AREA = 16.303 ACRES



**COEUR D' ALENE PLACE THIRTY-FIRST ADDITION**  
 LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,  
 RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
 KOOTENAI COUNTY, IDAHO

**RFK LAND SURVEYING INC.**

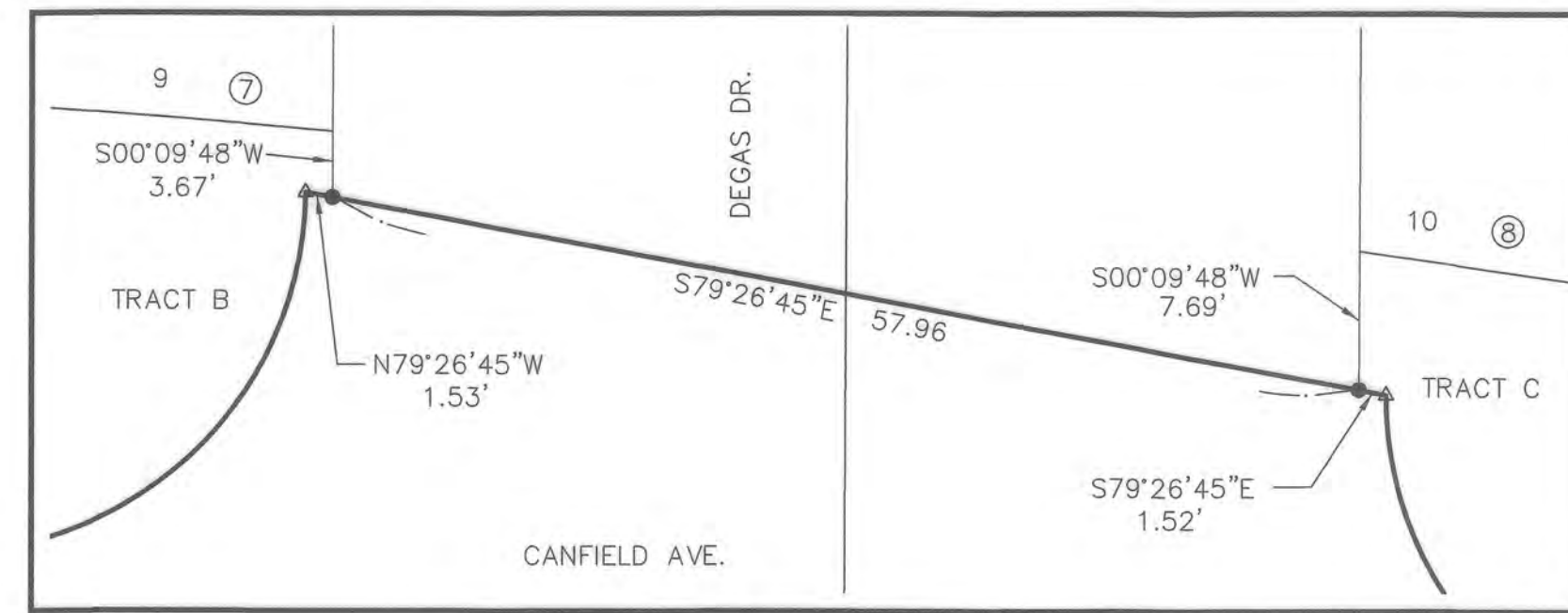
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DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	19-150
DATE	DATE	SHEET	FIELD BOOK
10/07/19	10/07/19	3 OF 5	

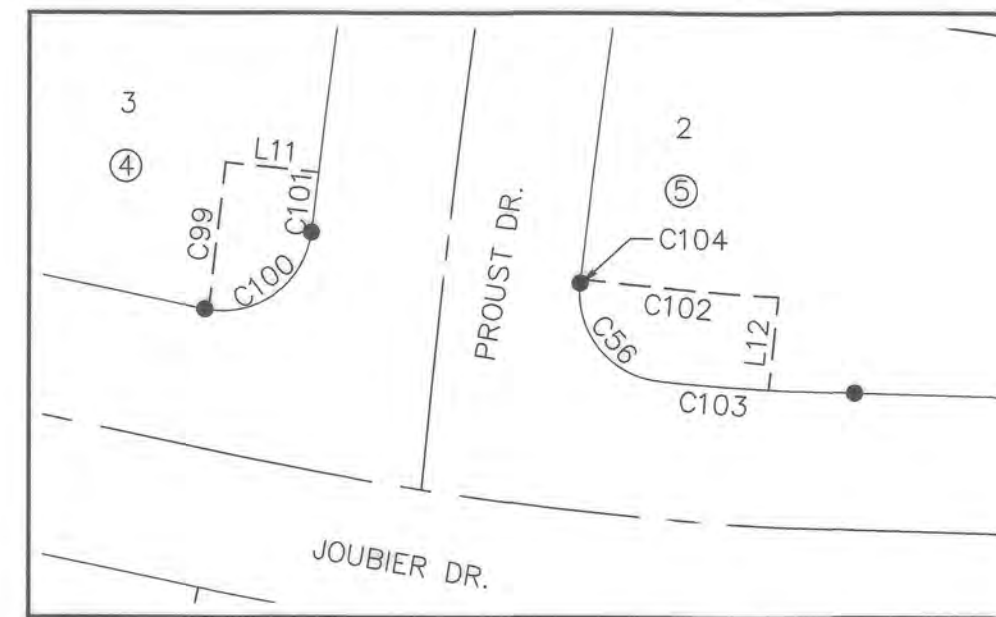


CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1347.00'	297.50'	296.89'	S 08°34'36" W	12°39'16"
C2	473.00'	26.03'	26.03'	N 26°07'29" W	3°09'13"
C3	2322.50'	26.30'	26.30'	N 09°17'58" E	0°38'56"
C4	2028.50'	5.96'	5.96'	N 10°04'12" E	0°10'06"
C5	970.00'	95.41'	95.38'	N 85°36'34" W	5°38'09"
C6	20.00'	28.96'	26.49'	N 41°18'51" W	82°57'17"
C7	20.00'	32.72'	29.19'	S 47°01'59" W	93°44'22"
C8	1030.00'	41.89'	41.89'	N 87°15'44" W	2°19'49"
C9	970.00'	51.15'	51.14'	N 86°55'00" W	3°01'16"
C10	20.00'	33.94'	30.01'	N 36°47'18" W	97°14'08"
C11	20.00'	31.00'	27.99'	S 56°14'12" W	88°48'50"
C12	970.00'	20.09'	20.09'	N 78°45'45" W	1°11'12"
C13	500.00'	223.60'	221.75'	N 11°43'32" W	25°37'23"
C14	100.00'	79.88'	77.77'	S 65°19'07" E	45°48'03"
C15	1395.00'	121.57'	121.53'	S 44°55'53" E	4°59'35"
C16	100.00'	96.91'	93.16'	S 19°39'54" E	55°31'35"
C17	1494.00'	152.50'	152.44'	S 05°10'26" W	5°50'55"
C18	706.00'	126.38'	126.21'	S 83°17'57" E	10°15'24"
C19	706.00'	36.31'	36.30'	S 79°38'38" E	2°56'48"
C20	706.00'	90.08'	90.01'	S 84°46'20" E	7°18'36"
C21	2294.00'	173.99'	173.95'	N 07°27'04" E	4°20'44"
C22	2000.00'	348.75'	348.30'	S 05°09'31" W	9°59'27"
C23	2000.00'	156.90'	156.86'	S 07°54'24" W	4°29'42"
C24	2000.00'	191.84'	191.77'	S 02°54'40" W	5°29'45"
C25	1000.00'	179.01'	178.77'	N 83°17'57" W	10°15'24"
C26	528.87'	33.77'	33.77'	S 00°45'48" E	3°39'32"
C27	528.87'	67.55'	67.51'	S 06°15'08" E	7°19'07"
C28	528.87'	67.47'	67.42'	S 13°33'57" E	7°18'32"
C29	528.87'	67.64'	67.59'	S 20°53'03" E	7°19'39"
C30	471.50'	60.45'	60.41'	N 20°52'31" W	7°20'45"
C31	471.50'	98.74'	98.56'	N 11°12'10" W	11°59'57"
C32	471.50'	51.76'	51.73'	N 02°03'31" W	6°17'21"
C33	18.50'	29.29'	26.32'	N 46°26'30" E	90°42'41"
C34	71.50'	57.11'	55.61'	S 65°19'08" E	45°46'04"
C35	1423.50'	124.05'	124.01'	S 44°55'53" E	4°59'35"
C36	71.50'	69.29'	66.61'	S 19°39'54" E	55°31'35"
C37	1522.50'	154.94'	154.88'	S 05°10'58" W	5°49'51"
C38	1465.50'	74.56'	74.55'	S 03°42'26" W	2°54'54"
C39	1465.50'	74.56'	74.55'	N 06°37'20" E	2°54'54"
C40	1465.50'	0.47'	0.47'	N 08°05'20" E	0°01'07"
C41	128.50'	71.53'	70.61'	N 07°50'58" W	31°53'43"
C42	128.50'	53.00'	52.62'	N 35°36'45" W	23°37'51"
C43	1366.50'	19.16'	19.16'	N 47°01'35" W	0°48'12"
C44	1366.50'	74.91'	74.90'	N 45°03'15" W	3°08'27"
C45	1366.50'	25.02'	25.02'	N 42°57'34" W	1°02'56"
C46	128.50'	47.91'	47.63'	N 53°06'59" W	21°21'47"
C47	128.50'	54.73'	54.32'	N 76°00'01" W	24°24'17"
C48	18.50'	28.83'	26.00'	N 43°33'30" W	89°17'19"
C49	1347.00'	160.43'	160.34'	S 11°29'31" W	6°49'27"
C50	1347.00'	68.53'	68.52'	S 06°37'20" W	2°54'54"
C51	1347.00'	68.53'	68.52'	S 03°42'26" W	2°54'54"
C52	18.50'	30.77'	27.34'	S 54°11'11" W	95°17'08"
C53	2322.50'	98.55'	98.54'	S 07°45'34" W	2°25'53"
C54	2265.50'	62.47'	62.47'	N 08°50'02" E	1°34'48"
C55	2265.50'	63.37'	63.36'	N 07°14'33" E	1°36'09"
C56	18.50'	29.52'	26.49'	N 39°16'26" W	91°25'51"
C57	677.50'	40.65'	40.65'	N 86°42'30" W	3°26'17"
C58	2147.00'	49.34'	49.34'	N 08°57'56" E	1°19'00"
C59	2147.00'	59.20'	59.20'	S 08°50'02" W	1°34'48"
C60	2147.00'	81.15'	81.15'	N 07°13'27" E	2°09'56"
C61	2147.00'	71.29'	71.29'	S 07°05'34" W	1°54'09"
C62	18.50'	27.34'	24.92'	S 49°13'44" W	84°41'15"
C63	2028.50'	50.35'	50.35'	S 07°35'46" W	1°25'20"
C64	2028.50'	59.43'	59.43'	S 09°08'47" W	1°40'43"
C65	1971.50'	52.38'	52.38'	N 09°23'35" E	1°31'20"
C66	1971.50'	62.86'	62.85'	N 07°43'06" E	1°49'36"
C67	1971.50'	52.38'	52.38'	N 06°02'38" E	1°31'20"
C68	1971.50'	62.86'	62.85'	N 04°22'10" E	1°49'36"
C69	1971.50'	62.86'	62.85'	N 02°32'34" E	1°49'36"
C70	1971.50'	50.45'	50.45'	N 00°53'47" E	1°27'58"
C71	945.00'	115.27'	115.20'	S 84°55'58" E	6°59'20"
C72	18.50'	28.60'	25.84'	S 44°07'56" E	88°35'26"
C73	1028.50'	49.96'	49.96'	S 87°02'09" E	2°47'00"
C74	1028.50'	58.89'	58.88'	S 84°00'13" E	3°16'51"
C75	1028.50'	49.07'	49.07'	S 80°59'47" E	2°44'02"
C76	1028.50'	26.19'	26.19'	S 78°54'00" E	1°27'32"
C77	1147.00'	29.20'	29.20'	N 78°54'00" W	1°27'32"
C78	1147.00'	54.73'	54.72'	N 80°59'47" W	2°44'02"
C79	1147.00'	65.68'	65.67'	N 84°00'13" W	3°16'51"
C80	1147.00'	55.72'	55.71'	N 87°02'09" W	2°47'00"
C81	971.50'	4.89'	4.89'	N 78°18'53" W	0°17'17"
C82	971.50'	65.90'	65.89'	N 80°24'07" W	3°53'11"
C83	971.50'	66.30'	66.29'	N 84°18'02" W	3°54'37"
C84	971.50'	36.82'	36.82'	N 87°20'30" W	2°10'18"
C85	18.50'	29.51'	26.48'	S 45°52'04" W	91°24'34"
C86	2028.50'	45.43'	45.43'	S 00°48'16" W	1°16'59"
C87	2028.50'	99.17'	99.16'	S 02°50'48" W	2°48'04"
C88	18.50'	29.92'	26.77'	S 42°05'24" E	92°40'29"
C89	853.00'	22.70'	22.69'	N 87°39'55" W	1°31'28"
C90	853.00'	32.33'	32.33'	S 87°20'30" E	2°10'18"
C91	853.00'	67.88'	67.86'	N 84°37'24" W	4°33'34"
C92	853.00'	58.24'	58.23'	S 84°17'59" E	3°54'43"
C93	853.00'	62.13'	62.11'	N 80°15'26" W	4°10'23"
C94	853.00'	57.84'	57.82'	S 80°24'04" E	3°53'05"
C95	853.00'	4.29'	4.29'	S 78°18'53" E	0°17'17"
C96	734.50'	19.54'	19.54'	S 87°39'55" E	1°31'28"
C97	734.50'	58.45'	58.43'	S 84°37'24" E	4°33'34"
C98	734.50'	53.49'	53.48'	S 80°15'26" E	4°10'23"
C99	2342.00'	30.96'	30.96'	S 06°28'13" W	0°45'26"
C100	18.50'	29.99'	26.81'	N 52°58'48" E	92°52'21"
C101	2322.50'	12.57'	12.57'	S 06°41'56" W	0°18'36"
C102	658.00'	41.40'	41.40'	S 85°10'59" E	3°36'19"
C103	677.50'	22.63'	22.63'	S 85°56'46" E	1°54'49"
C104	2265.52'	0.80'	0.80'	S 06°27'05" W	0°01'13"
C105	1055.00'	64.14'	64.13'	N 86°41'09" W	3°29'00"
C106	1147.00'	205.33'	205.05'	S 83°17'57" E	10°15'24"

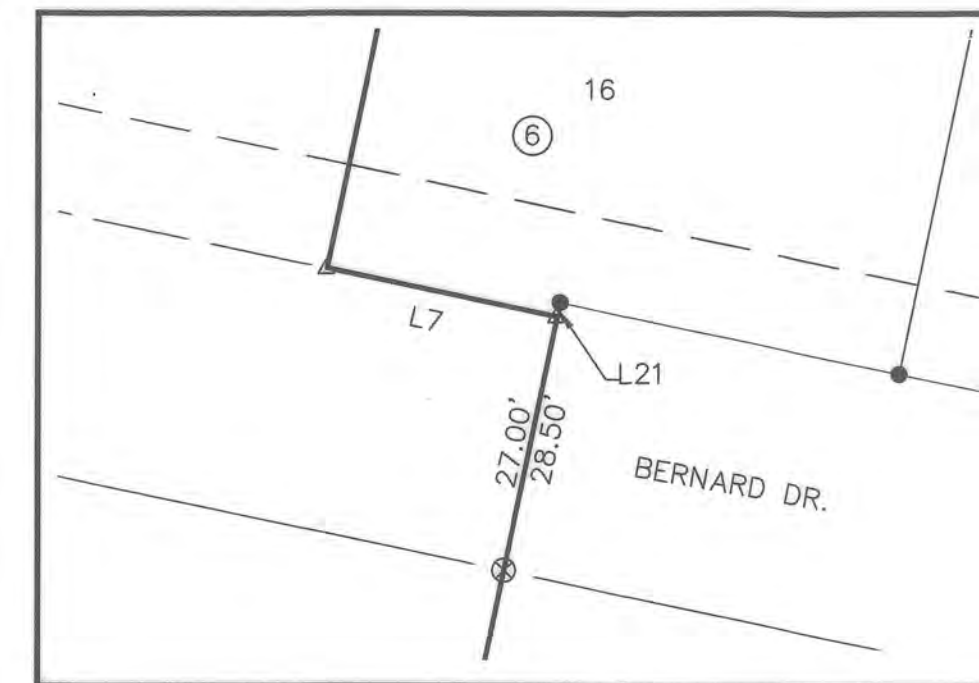
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°05'10" E	39.91'
L2	N 70°18'53" W	47.89'
L3	S 65°27'08" W	54.00'
L4	N 09°48'17" E	13.56'
L5	N 79°26'45" W	61.00'
L6	N 85°09'56" W	60.45'
L7	N 78°10'15" W	24.52'
L8	N 78°10'15" W	18.83'
L9	N 78°10'15" W	2.34'
L10	N 01°05'10" E	19.95'
L11	N 83°43'33" W	19.50'
L12	S 05°53'13" W	19.52'
L13	N 89°50'12" W	19.50'
L14	S 88°25'39" E	0.55'
L15	S 89°50'12" E	19.50'
L16	N 88°25'39" W	1.46'
L17	N 89°50'12" W	32.50'
L18	S 00°09'48" W	20.00'
L19	S 89°50'12" E	32.50'
L20	N 00°09'48" E	20.00'
L21	S 11°49'45" W	1.50'
L22	S 11°49'45" W	1.50'
L23	N 70°18'53" W	1.57'
L24	S 87°45'01" E	1.50'
L25	S 65°27'08" W	1.50'
L26	S 65°42'31" W	1.46'



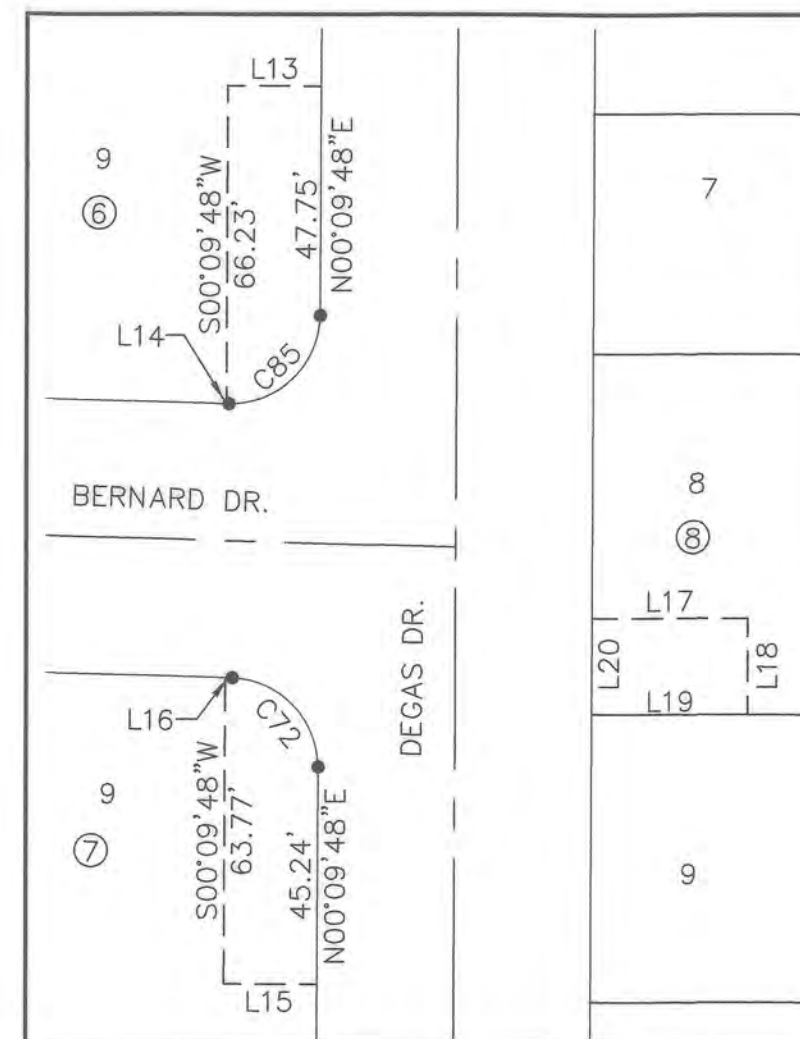
DETAIL C  
SCALE: 1"=10'



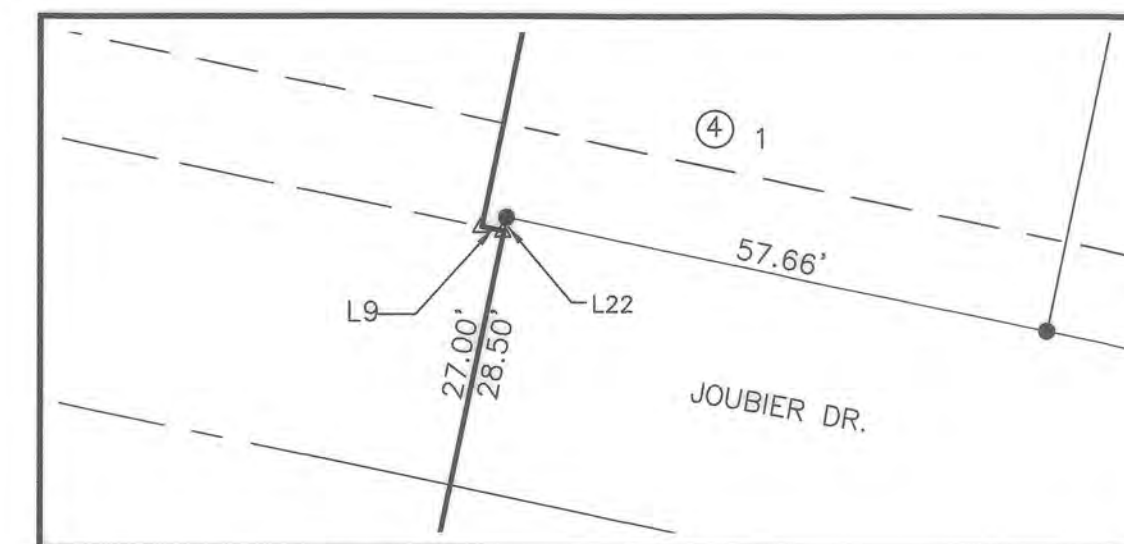
DETAIL A  
DRAINAGE EASEMENT  
SCALE: 1"=40'



DETAIL D  
SCALE: 1"=20'



DETAIL B  
DRAINAGE EASEMENT  
SCALE: 1"=40'



DETAIL E  
SCALE: 1"=20'



**COEUR D'ALENE PLACE  
THIRTY-FIRST ADDITION**  
LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,  
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

**RFK LAND SURVEYING INC.**

1420 WEST GARLAND AVENUE  
SPOKANE, WA 99205  
TEL: (509) 324-7861  
FAX: (509) 327-7249  
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	198-150
DATE	DATE	SHEET	FIELD BOOK
10/07/19	10/07/19	4 OF 5	



CITY COUNCIL CERTIFICATE

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

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION, IN ACCORDANCE WITH IDAHO CODE 50-1326 TO 50-1329, IS IMPOSED ON THIS PLAT. NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS 15th DAY OF October, 2019.

Handwritten signature and PAINHANDLE HEALTH DISTRICT 1

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

Handwritten signature and PAINHANDLE HEALTH DISTRICT 1

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

Handwritten signature of Michael E. Moore, 10-9-19, DATE



KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH December 31, 2019, THIS 15th DAY OF October, 2019.

Handwritten signature of Louise Thomas, Kootenai County Treasurer

COUNTY SURVEYOR'S CERTIFICATE

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

KOOTENAI COUNTY SURVEYOR



KOOTENAI COUNTY RECORDER

STATE OF IDAHO ) ) SS ) COUNTY OF KOOTENAI )

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

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, AND DULY RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_ FEE \_\_\_\_\_

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI II, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE THIRTY-FIRST ADDITION, SAID PROPERTY IS A PORTION OF LOT 1, BLOCK 22 OF COEUR D' ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN AND A PORTION OF LOT 1, BLOCK 4 OF COEUR D' ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407 THRU 407C LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN AND A PORTION OF LOT 1, BLOCK 10 OF COEUR D' ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G, PAGES 396 THRU 396C, LOCATED IN THE NORTHEAST QUARTER OF SAID SECTION 27 AND A PORTION OF LOT 1, BLOCK 1 OF COEUR D' ALENE PLACE NINTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 264 AND 264A LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, ALL IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 27 SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT C OF SUNSHINE MEADOW SIXTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 191 THRU 191D; THENCE N01°07'17"E ALONG THE EASTERLY LINE OF SAID TRACT C AND THE EASTERLY LINE OF BLOCK 3 OF SAID SUNSHINE MEADOW SIXTH ADDITION A DISTANCE OF 484.53 FEET; THENCE S88°54'50"E A DISTANCE OF 118.24 FEET; THENCE N01°05'10"E A DISTANCE OF 39.91 FEET; THENCE S88°12'09"E A DISTANCE OF 207.99 FEET; THENCE S83°04'43"E A DISTANCE OF 114.83 FEET; THENCE S51°14'52"E A DISTANCE OF 325.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1347.00 FEET AND A CHORD BEARING AND DISTANCE OF S08°34'36"W, 296.89 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°39'16" AN ARC DISTANCE OF 297.50 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 3 OF COEUR D' ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B; THENCE ALONG THE NORTHERLY LINE OF BLOCKS 3, 2 AND TRACT A THE FOLLOWING (8) EIGHT COURSES:

- 1. N87°45'01"W A DISTANCE OF 174.00 FEET;
2. N70°18'53"W A DISTANCE OF 47.89 FEET;
3. N45°42'49"W A DISTANCE OF 72.41 FEET;
4. N33°42'04"W A DISTANCE OF 71.70 FEET;
5. S62°17'54"W A DISTANCE OF 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 473.00 FEET AND A CHORD BEARING AND DISTANCE OF N26°07'29"W, 26.03 FEET;
6. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°09'13" AN ARC DISTANCE OF 26.03 FEET;
7. S65°27'08"W A DISTANCE OF 54.00 FEET;
8. S65°42'31"W A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF LOT 1, BLOCK 4 OF COEUR D' ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407 THRU 407C LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN AND A PORTION OF LOT 1, BLOCK 10 OF COEUR D' ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G, PAGES 396 THRU 396C LOCATED IN THE NORTHEAST QUARTER OF SAID SECTION 27 AND A PORTION OF LOT 1, BLOCK 1 OF COEUR D' ALENE NINTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 264 AND 264A LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, ALL IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 7 OF SAID COEUR D' ALENE PLACE THIRTIETH ADDITION; THENCE S78°10'15"E A DISTANCE OF 193.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2322.50 FEET AND A CHORD BEARING AND DISTANCE OF N09°17'58"E, 26.30 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°38'58" AN ARC DISTANCE OF 26.30 FEET; THENCE S80°22'34"E A DISTANCE OF 175.50 FEET; THENCE N09°48'17"E A DISTANCE OF 13.56 FEET; THENCE S80°00'51"E A DISTANCE OF 118.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2028.50 FEET AND A CHORD BEARING AND DISTANCE OF N10°04'12"E, 5.96 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'06" AN ARC DISTANCE OF 5.96 FEET; THENCE S79°50'45"E A DISTANCE OF 180.66 FEET TO THE WESTERLY LINE OF BLOCK 8 OF SAID COEUR D' ALENE PLACE SECOND ADDITION; THENCE S08°51'58"W A DISTANCE OF 176.77 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID BLOCK 8, S01°34'21"W A DISTANCE OF 437.86 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID COEUR D' ALENE NINTH ADDITION; THENCE ALONG THE SOUTHERLY LINE OF LOT 1, BLOCK 1 OF SAID COEUR D' ALENE NINTH ADDITION THE FOLLOWING (12) TWELVE COURSES:

- 1. THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 970.00 FEET AND A CHORD BEARING AND DISTANCE OF N85°36'34"W, 95.38 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'09" AN ARC DISTANCE OF 95.41 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET;
2. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 82°57'17" AN ARC DISTANCE OF 28.96 FEET;
3. N79°26'45"W A DISTANCE OF 61.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S47°01'59"W, 29.19 FEET;
4. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°44'22" AN ARC DISTANCE OF 32.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1030.00 FEET AND A CHORD BEARING AND DISTANCE OF N87°15'44"W, 41.89 FEET;
5. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°19'49" AN ARC DISTANCE OF 41.89 FEET;
6. N88°25'39"W A DISTANCE OF 131.68 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 970.00 FEET;
7. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°01'16" AN ARC DISTANCE OF 51.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET;
8. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°14'09" AN ARC DISTANCE OF 33.94 FEET;
9. N85°09'56"W A DISTANCE OF 60.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S56°14'12"W, 27.99 FEET;
10. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°48'50" (RECORD 88°48'53") AN ARC DISTANCE OF 31.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 970.00 FEET AND A CHORD BEARING AND DISTANCE OF N78°45'45"W, 20.09 FEET;
11. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'12" AN ARC DISTANCE OF 20.09 FEET;
12. N78°10'15"W A DISTANCE OF 169.83 FEET TO THE SOUTHEAST CORNER OF SAID COEUR D' ALENE PLACE THIRTIETH ADDITION; THENCE ALONG THE EASTERLY LINE OF SAID COEUR D' ALENE PLACE THIRTIETH ADDITION THE FOLLOWING (7) SEVEN COURSES;
1. N11°49'45"E A DISTANCE OF 189.00 FEET;
2. N78°10'15"W A DISTANCE OF 24.52 FEET;
3. N11°49'45"E A DISTANCE OF 120.00 FEET;
4. N78°10'15"W A DISTANCE OF 18.83 FEET;
5. N11°49'45"E A DISTANCE OF 174.00 FEET;
6. N78°10'15"W A DISTANCE OF 2.34 FEET;
7. N11°49'45"E A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD CONTAINING 16.302 ACRES MORE OR LESS.

- 1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.
2.) THE OWNER HEREBY DEDICATES THE STREET RIGHT OF WAY OF ROCHE DRIVE, RUBEL DRIVE, JOUBLER DRIVE, PROUST DRIVE, DEGAS DRIVE AND BERNARD DRIVE AS SHOWN HEREON TO THE PUBLIC FOREVER.
3.) THE OWNER HEREBY GRANTS TO THE PUBLIC A NINE AND A HALF FOOT (9.5') EASEMENT AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
4.) THE OWNER HEREBY GRANTS TO THE CITY OF COEUR D' ALENE DRAINAGE EASEMENTS ON LOT 3 BLOCK 4, LOT 2 BLOCK 5, LOT 9 BLOCK 6, LOT 9 BLOCK 7 AND LOT 8 BLOCK 8 AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE FACILITIES TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS. NO BUILDING, STRUCTURE OR IMPROVEMENT SHALL BE ERRECTED NOR CONSTRUCTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D' ALENE AS EVIDENCED BY THE SIGNATURE OF THE CITY ENGINEER ON AN APPROVED PLAN.
5.) TRACTS A, B, AND C IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HERELIANTO SUBSCRIBED THIS 14th DAY OF October, 2019.

Handwritten signature of Greenstone-Kootenai II, Inc.

BY: GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)

) SS )

COUNTY OF SPOKANE )

ON THIS 17th DAY OF October, 2019, BEFORE ME, Amanda K. Fernandez, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED \_\_\_\_\_ KNOWN AND IDENTIFIED TO ME TO BE \_\_\_\_\_ FOR GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Handwritten signatures of Notary Public and Commissioner, including date June 29, 2022.



COEUR D' ALENE PLACE THIRTY-FIRST ADDITION LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

Table with 5 columns: DRAWN, MEM, DATE, APPROVED, DATE, SCALE, SHEET, PROJECT, FIELD BOOK. Values include 10/07/19, 10/07/19, 5 OF 5, 19-150.



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

**Coeur d'Alene Place 31<sup>st</sup> Addition**

THIS AGREEMENT made this 5<sup>th</sup> day of November, 2019 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 31<sup>st</sup> Addition, a sixty (60) lot, residential development in Coeur d'Alene, situated in the E ½ Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 31<sup>st</sup> Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated October 29, 2019, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Ninety-Seven Thousand Three hundred seventy-two and 00/100 Dollars (\$97,372.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 5<sup>th</sup> day of November, 2020. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

**City of Coeur d'Alene**

**Greenstone-Kootenai II, Inc.**

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

\_\_\_\_\_  
Kevin Schneidmiller, Vice-President

**ATTEST:**

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

EXHIBIT 'A'

Project Name:		Coeur d' Alene Place 31st Addition																					
Project Number:		8-331000																					
		Warranty Bond Spreadsheet																					
Street Names				Bernard Dr.	Degass Dr.	Doublier Dr.	Proust Dr.	Rubel Loop	Roche Dr.	per unit	cost	tax	TOTAL COST (Includes Allocations)										
50 Radius		7850	length	518	628	508	155	632	453														
			width	30	30	30	30	30	30														
			culdesac	0	0	0	0	0	0														
			area - sq ft	15540	18840	15240	4650	18960	13590														
<b>Expenses</b>																							
9-0120	Storm Drainage		0 Single Depth DW								\$ 2,355.00	0	0										
			0 Double Depth DW								\$ 3,100.00	27,900	0										
			0 CMP 8"		3	2			4		\$ 16.50	0	0										
			0 CMP 12"						228	115	\$ 38.00	13,034	0										
			0 CMP 18"								\$ 28.00	0	0										
			0 HDPE 24"								\$ 32.00	0	0										
			0 Retaining walls		400	250			500		\$ 12.00	13,800	0										
			0 Manhole						1	1	\$ 4,800.00	9,600	0										
			0 Type II CB						3	4	\$ 2,200.00	15,400	0										
			0 Sidewalk Vaults	1	2	2					\$ 950.00	4,750	0										
			0 208' ponds		1262	415			2473		\$ 1.20	4,980	0										
			0 Rip Rap						2		\$ 800.00	1,600	0										
			0 Splash Pads								\$ 100.00	0	0										
			0 Hydroseed		1262	415			2473		\$ 0.20	830	0							91,894			
9-0130	Sewer		0 6" mainline								\$ 26.00	0	0										
			0 8" mainline	395	623	395	200	451	445		\$ 38.00	95,342	0										
			0 10" mainline								\$ 36.00	0	0										
			0 12" mainline								\$ 39.00	0	0										
			0 12" forced main								\$ 41.00	0	0										
			0 6" forced main								\$ 32.00	0	0										
			0 Manholes	2	2	2	1	3	2		\$ 4,700.00	56,400	0										
			0 Manholes-Main								\$ 300.00	0	0										
			0 services	15	17	9	3	8	11		\$ 800.00	50,400	0										
			0 8" cleanout								\$ 500.00	0	0										
			0 Excessive depth								\$ -	0	0										
			0 sleeving								\$ 150.00	0	0										
			0 Tie in	1	1	1		1	1		\$ 1,200.00	6,000	0										
			0 boring								\$ -	0	0							208,142			
9-0140	Water		0 6" mainline								\$ 30.00	0	0										
			0 8" mainline	527	620	515	194	620	450		\$ 40.00	117,040	0										
			0 10" mainline								\$ 36.00	0	0										
			0 Remove Well	1							\$ 18,000.00	18,000	0										
			0 Fire Hydrants	1		1		1	1		\$ 5,500.00	22,000	0										
			0 blow offs		1		1		1		\$ 900.00	2,700	0										
			0 air vacs								\$ 1,949.00	0	0										
			0 Services	17	14	10	3	9	10		\$ 2,000.00	126,000	0										
			0 irrigation service								\$ 17,000.00	17,000	0										
			0 irrigation sleeving	238	196	140	42	126	140		\$ 16.00	14,112	0										
			0 Tie in	1	1	1		1	1		\$ 1,550.00	7,750	0							324,602			
9-0150	Paving		2" on 4"								\$ 1.75	0	0										
			2" on 6"	15540	18840	15240	4650	18960	13590		\$ 1.85	160,617	0										
			3" on 6"								\$ 2.20	0	0										
			4" on 8"								\$ 2.80	0	0										
			overlay								\$ -	0	0										
			Patching								\$ 4.50	0	0							160,617			
9-0151	Curbing		Curb and Gutter								\$ 11.00	0	0										
			Rolled Curb	1036	1256	1016	310	1314	906		\$ 13.00	75,894	0										
			Canfield Curb	200							\$ 30.00	6,000	0							81,894			
9-0152	Sidewalk	width	5 feet	1036	1256	1016	310	1314	906		\$ 3.25	94,868	0										
			6 feet								\$ 2.75	0	0										
			Sidewalk ramps	0	2	2	3	2	2		\$ 800.00	9,600	0										
			alley approaches								\$ 2,100.00	2,100	0										
			ADA Domes								\$ 800.00	0	0							106,568			
<b>CONSTRUCTION COSTS</b>																						<b>973,717</b>	
Warranty Bond Amount		10%																					97,372

## **CITY COUNCIL STAFF REPORT**

**DATE:** November 5, 2019  
**FROM:** Tim Martin Streets & Engineering Director  
**SUBJECT:** **AUTHORIZATION TO PURCHASE A NEW 2019  
SCHWARTZ SWEEPER**

---

### **DECISION POINT:**

The purpose of this report is request for Council approval the purchase one (1) 2019 Schwartz Sweeper in the amount of \$217,500.00.

### **HISTORY:**

In this year's capital outlay budget for the Drainage Utility is \$215,000.00 for the purchase of a new sweeper and the purchase was approved in FY 2019-2020 budget.

### **PERFORMANCE ANALYSIS:**

Last month the department surplused our oldest sweeper which has left a void in the fleet knowing we had budgeted for one this year.

### **FINANCIAL ANALYSIS**

Idaho Code allows us to piggy back onto a state/political subdivision bid. In this case, the bid awarded to Lakes Highway District allows us to purchase this sweeper at a competitive cost, without having to conduct a separate bid. The cost of the sweeper is \$217,500.00, which was approved in the Fiscal Year 2019-2020 budget.

### **DECISION POINT:**

To approve the purchase one (1) 2019 Schwartz Sweeper in the amount of \$217,500.00.



## Staff Report

Date: November 5, 2019

From: Troy Tymesen, City Administrator

Subject: Fiscal 2019-2020 Public Transit Funding Agreement

Decision Point:

To approve the one year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Public Transportation System (Citylink North).

History:

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

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

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

Financial Analysis:

The City is being asked to fund \$95,448 which is in the recently adopted financial plan, General Ledger # 001-018-4211-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) funds. Funding covers operations, maintenance, capital (vehicle procurements, et al), security, planning, and administration of the system. The funding of the requested \$95,448.00 is less than 6.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The Citylink fixed route service provides 3 routes within the urbanized area and facilitated over 139,791 passenger trips last year. Citylink South provides deviated fixed route and paratransit service in the rural southern part of Kootenai County. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA).

Decision Point:

To approve the one year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

Kootenai County Public Transportation

**PUBLIC TRANSPORTATION LETTER OF AGREEMENT**

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter "COUNTY" and the City of Coeur d'Alene, hereinafter "CITY", and shall be effective on 1 October 2019 after all parties have affixed their signatures to this Agreement.

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

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

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

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

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

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$95,448 (Ninety Five Thousand, Four Hundred and Forty-Eight Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October, 2019 and ending on 30 September 2020. The CITY further agrees to provide one-half of said funding on or before the 28<sup>th</sup> day of February 2020, with the balance due no later than the 31<sup>st</sup> day of July 2020.

Kootenai County Public Transportation

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

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

\_\_\_\_\_  
Date

ATTEST:

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

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

\_\_\_\_\_  
Date

ATTEST:

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

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 5, 2019  
**FROM:** Troy Tymesen – City Administrator  
**SUBJECT:** Agreement with Ignite CDA for Financing of Atlas Waterfront Project Improvements

=====

**DECISION POINT:**

Should City Council approve the Financing Agreement with Ignite CDA for the Atlas Waterfront Project?

**HISTORY:**

Ignite CDA has approved an agreement with the City to pay up to \$6,355.150 for the construction of the City's Atlas Waterfront Project. Payments will be made monthly to the contractor doing the work on the project. The proposed Financing Agreement is attached.

**FINANCIAL ANALYSIS:**

Ignite cda will pay up to \$6,355,150 for the costs of construction of the Atlas Waterfront Project.

**PERFORMANCE ANALYSIS:**

The financing Agreement with Ignite cda will allow the project to go forward this year.

**DECISION POINT/RECOMMENDATION:**

The City Council should approve the proposed Agreement for Financing of Improvements for the Atlas Waterfront Project.

RESOLUTION NO. 19-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT FOR FINANCING OF IMPROVEMENTS FOR THE ATLAS WATERFRONT PROJECT.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement for Financing of Improvements for the Atlas Waterfront project, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" 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 for the Atlas Waterfront project, in substantially the form attached hereto as Exhibit "A" 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 5<sup>th</sup> day of November, 2019.

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

ATTEST:

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

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

**AGREEMENT FOR FINANCING OF IMPROVEMENTS  
ATLAS WATERFRONT PROJECT: COEUR D'ALENE, IDAHO**

This Agreement, entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 2019, 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 construction of certain public improvements to the Atlas District Project Area 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, after required notices and publications, the City Council of the City of Coeur d'Alene, Idaho (the "City Council") approved the Agency's Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project on December 16, 1997 (the "Original Lake District Plan"), and subsequently approved the Lake District Amended and Restated Urban Renewal Plan on November 18, 2003, the Lake District Second Amended and Restated Lake District Urban Renewal Plan on August 19, 2008, the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan on July 13, 2016, and the Second Amendment to the Lake District Second Amended and Restated Urban Renewal Plan on December 4, 2018 (the Original Lake District Plan, together with all amendments and restatements, the "Lake District Plan");

WHEREAS, the City Council approved the River District Redevelopment Plan on November 18, 2003, on July 13, 2016, approved the First Amendment to the River District Redevelopment Plan, and on December 4, 2018, approved the Second Amendment to the River District Redevelopment Plan (the "River District Plan" and collectively with the Lake District Plan, the "Plans");

WHEREAS, pursuant to the Act, the Law and Plans, the Agency is authorized to carry out the purposes and various projects under the Plans 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 Plans; and

WHEREAS, the City owns or controls certain real property more commonly known as the Atlas District Project Area located in Coeur d'Alene, Idaho (the "**Project Site**") and intends to construct the Project; and



WHEREAS, on January 15, 2018, the Agency and Welch Comer & Associates, Inc. (the "Engineer") entered into that certain Agreement for Professional Services (the "Primary Agreement") wherein the Engineer agreed to prepare an analysis and development implementation plan for the Project;

WHEREAS, from time to time the Primary Agreement has been amended and has been further amended by that certain Amendment to ignite CDA-Consultant Agreement Amendment No. 7 (the "7<sup>th</sup> Amendment") dated October 16, 2019 (the Primary Agreement as previously amended and as amended by the 7<sup>th</sup> Amendment, collectively the "Primary Agreement"), setting forth that the City has agreed to provide various authorizations for the modifications outlined therein and is obligated to pay certain expenses therefor, and the City desires to ratify its agreement to perform and pay all of its obligations under the Primary Agreement;

WHEREAS, the Agency has previously contributed certain funds of the Agency for the design stages of the Project;

WHEREAS, the Agency agreed, in accordance with its Plans, 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:

1. **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.

2. **Financing of Construction of Project.** The Agency has agreed to pay up to Six Million, Three Hundred Fifty Five Thousand, One Hundred and Fifty Dollars (\$6,355,150) (the "Agency Contribution") to the costs of construction of the Project (the "Construction Costs"), with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation areas subject to the Plans, provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution in fiscal year 2020. 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 construction draw requests made of the City, submitted pursuant to any construction agreements, including the Primary Agreement, entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all construction agreements entered into in connection with the Project so as to require Agency sign-off as a prerequisite to disbursement of any funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire any third-party consultant or expert to oversee the construction of the Project, at Agency's expense. The City agrees to cooperate or cause its contractor or other party acting on behalf of the City to reasonably cooperate with such third-party consultant or expert.

3. **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 contractor being submitted to the Agency, which has been signed and approved by the Project's

contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request up to a maximum of the total Agency Contribution.

4. **City's Obligations under Primary Agreement.** The City agrees to perform and pay all of its obligations under the Primary Agreement.

5. **Changes During Construction.** All material changes to the Project, including but not limited to material changes to the final design, and any change orders submitted during the construction phase of the Project in excess of One Thousand Dollars (\$1,000) shall be subject to prior written approval by the Agency.

6. **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.

7. **Insurance.** City shall, or through its general contractor shall, at its sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, 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 with a broad form general liability endorsement, or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, in an amount not less than \$2,000,000 each person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), independent contractor 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 the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) The City shall ensure its general contractor, contractors, subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage and in an amount not less than \$1,000,000 each person for personal injury and advertising injury. 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. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of Agency, or its assigns.

(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, and shall include additional insured endorsements in favor of Agency, or its assigns.

(e) A builder's risk, "all-risk" or equivalent policy completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief, and shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of City, Agency, the general contractor, contractors, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name Agency, or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of Agency, or its assigns.

(f) Insurance against loss or damage to the Project and improvements by fire and any and all risks covered by insurance of the type known as of the date hereof as "special form coverage," including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(g) All insurance policies provided by City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency, and shall be endorsed to evidence this waiver. 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.



(h) All policies shall be in form and substance acceptable to Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by City to Agency. Prior to the commencement of any construction of the Project, City shall provide Agency a copy of each policy required under this Agreement or a certificate of each policy, at Agency's option, and City shall provide a copy of all executed endorsements required under this Agreement. At Agency's request, City shall provide a certified copy of each policy required under this Agreement. If any policy requires deductibles, City shall pay the cost of such deductibles.

(i) 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 Key Rating Guide" and qualified to do business in the State.

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. 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 and the Agency is named as an additional insured.

8. **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.

9. **Use of the Project.** The Project shall at all times remain open to and used by the public.

10. **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.

11. **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.

12. **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 17.

13. **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.

14. **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.

15. **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.

**16. 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:                   Attn: City Administrator  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

If to Agency:               Attn: 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.

**17. Authorized Representative.** The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Troy Tymesen, its City Administrator as its Authorized Representative.

**18. Applicable Law/Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State. 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.

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

20. **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.

21. **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.

22. **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 16 day of OCTOBER, 2019 COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA

By:   
Tony Berns  
Its Executive Director

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019 CITY OF COEUR D'ALENE, IDAHO

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

ATTEST:

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