

**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 F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**JANUARY 17, 2017**

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

**B. INVOCATION:** Pastor Rick Kahlbau, Calvary Chapel CDA

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

1. Approval of Council Minutes for the January 3, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of General Services and Public Works Committee Meeting Minutes held on January 9, 2017.
4. Setting of General Services and Public Works Committees meetings for January 23, 2017 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing for February 21, 2017 for A-1-17 - A proposed annexation from County Agriculture Suburban to City R-3 (Residential at 3 units/acre) zoning at N. of Thomas Lane, requested by: Aspen Homes, LLC.
6. Approval of a Beer and Wine License for Relic Smoke House and Pub; 1901 E. Sherman Avenue, Todd and Michele Clark (new).

7. Approval of Findings and Order for the Approval of the Appeal of the Planning Commission denial of ZC-3-16 a request for a zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial)

**8. Resolution No. 17-001-**

- a. Amendment to the Professional Service Agreement with Welch-Comer for Memorial Park
- b. Approval of the Trails and Bikeways Master Plan
- c. Authorization for the Parks Department to apply for a Recreational Trail Programs grant to repair and seal coat the Centennial Trail
- d. Amendments to the agreements with Diamond Parking recognizing new work regarding the Scofflaw Program related to unpaid parking tickets
- e. Amendments to the Agreement with Schaffer's Towing recognizing new work regarding the Scofflaw Program related to unpaid parking tickets
- f. Approval of the CDBG Citizen Participation Plan Update

**As Recommended by the General Services Committee**

- g. Declaration of the Chlorine "A" Repair Kit surplus and authorization to donate it to the Kootenai County Fire Department
- h. Authorization of the purchase of one Water Department utility vehicle at a cost of \$28,794 from Parker Lincoln Ford
- i. Approval of an On-Call Services Agreement with J-U-B Engineers, Inc. for provision of engineering and consultant services for in-house water-related small projects
- j. Approval of an Interagency Agreement with the Hayden Area Regional Sewer Board (HARSB) for the Installation of a Sewer Pipe Along Seltice Way
- k. Approval of an Interagency Agreement with the Post Falls Highway District (PFHD) for cost-sharing for the Seltice Way Revitalization Project
- l. Approval of a Utility Agreement with the Dalton Water Association (DWA) and the Local Highway and Technical Assistance Council (LHTAC) for the Government Way Improvement Project
- m. Amendment to the Agreement with Welch-Comer Engineers for landscaping design for the Seltice Way Revitalization Project in the amount of \$19,000.00

**As Recommended by the Public Works Committee**

**F. 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.)

**G. ANNOUNCEMENTS**

**1. City Council**

2. **Mayor** - Appointment of Chris Delorto and Mark Puddy to the Pedestrian/Bicycle Committee.

## **H. GENERAL SERVICES:**

1. **Resolution No. 17-002-** Memorandum of Understanding with Zagster to start a bikeshare program.

**Staff Report by Monte McCully, Trail Coordinator**

## **I. PUBLIC WORKS:**

2. **Resolution No. 17-003-** Agreement with Apollo, Inc. in the amount of \$16,169,000 for the AWTF Tertiary Treatment Phase 2 Improvements Project

**Staff Report by Jim Remitz, Wastewater Capital Program Manager**

## **J. OTHER BUSINESS**

1. **A-3-16** - Lake City Engineering; 2650 & 2750 W. Prairie Avenue for annexation and zoning from County AG to City R-8 - Prairie Trails
  - a. **Resolution No. 17-004** – Annexation Agreement with Miller Development Group, LLC. for 2650 & 2750 W. Prairie Avenue
  - b. **Council Bill No. 17-1000** – Annexation and Zoning Designation Ordinance of 2650 & 2750 W. Prairie Avenue for annexation

**Pursuant to Council Action dated September 6, 2016**

2. Recommendation to negotiate an Agreement for Construction Manager/General Contractor Services with Ginno Construction for the City Hall Remodel.

**Staff Report by Renata McLeod, Municipal Services Director**

## **K. PUBLIC HEARINGS:**

1. (Legislative) **A-6-16** - A proposed 7.46 acre annexation from County LI to City C-17  
Applicant: Iron Legacy, LLC Location: W. side of Atlas Rd. S. of Hanley Avenue

**Staff Report by Sean Holm, Planner**

2. Legislative) **A-7-16** - A proposed 1.51 ac. annexation from County AS to City R-3  
Applicant: Lake City Engineering Location: Northern end of Victorian Drive

**Staff Report by Mike Behary, Planner**

3. **Resolution No. 17-005** - Proposed fee changes to the Administration Department, Finance Department, Municipal Services Department, Parks and Recreation Department, Planning Department, and Water Utility Department.

**Staff Report by Renata McLeod, Municipal Services Director**

**L. EXECUTIVE SESSION:** Idaho Code 74-206 (c) To acquire an interest in real property which is not owned by a public agency; (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.

**M. ADJOURNMENT:**

*This meeting is aired live on CDA TV Cable Channel 19*





# Coeur d'Alene

## CITY COUNCIL MEETING

*January 17, 2017*

---

**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# 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

January 3, 2017

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 January 3, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Loren Ron Edinger                        ) Member of Council Absent

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

**INVOCATION:** Pastor Paul Van Noy with Candlelight Church provided the invocation.

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

**PRESENTATION: ROAD SCHOLAR AWARDS:** Laila Kral, Deputy Administrator of LHTAC (Local Highway Technical Assistance Council), explained the Road Scholar program as part of the training and technical assistance for the State of Idaho. She noted that it take 80 hours of additional education to reach the Road Master Certification level. She presented the Road Master Awards to Street Department employees Michael Jaecks, Douglas Sheldon, Jon Broemmeling, Robert Royce, and Susan Wolf.

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

1. Approval of Council Minutes for the December 20, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for January 9, 2017, at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a Public Hearing for January 17, 2017 for fee changes to the Administration Department, Finance Department, Municipal Services Department, Parks and Recreation Department, Planning Department, and Water Utility Department.

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

## **COUNCIL ANNOUNCEMENTS:**

Councilmember English noted that he will miss the next Council meeting.

Councilmember Gookin thanked the Street Department for doing such a great job clearing snow from the streets. He noted that a dead tree would be removed from Rosenberry Drive this week.

Councilmember Miller said that in a recent newspaper article it was noted that getting a library card is a popular New Year's resolution. She encouraged citizens to get their library card this year.

### **RESOLUTION NO. 16-067**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE A TITLE CHANGE FOR THE POSITION "INFORMATION SYSTEMS AND TECHNOLOGY ANALYST (POLICE DEPARTMENT)" TO "INFORMATION SYSTEMS AND TECHNOLOGY (IT) ANALYST COORDINATOR (POLICE DEPARTMENT)", AND A CLASSIFICATION CHANGE FOR SAID POSITION FROM PAY GRADE 14 TO PAY GRADE 15.

**STAFF REPORT:** Human Resource Director Melissa Tosi explained that this position was reviewed and leveled by BDPA in 2013 and at that time the position was placed under Municipal Services. This fiscal year, the position was approved in the current budget and placed under the Police Department with duties updated to reflect current needs and additional responsibility. With the additional responsibilities, increased accountability of the job and change in the scope of responsibility and diversity of duties related to supervisory duties as well as additional police specific equipment such as mobile data equipment and surveillance systems, BDPA recommends the pay grade of 15. The reclassification of the position (9% increase from a pay grade 14 to a pay grade 15) will not increase wage expenses for the Police Department for fiscal year 2016-2017, due to already incurred wage savings since the position has been vacant since October 1, 2016.

**DISCUSSION:** Councilmember Gookin asked if this position would be competitively advertised. Ms. Tosi confirmed it would be advertised by the end of the week if approved. Councilmember Gookin asked for clarification regarding the supervisory and surveillance equipment additions. Police Chief White explained that mobile data is continuously evolving and this position will need to insure hardware and software compatibility. He noted that he does not intend to purchase new equipment for surveillance and that might be a reference to the license plate reader technology. Ms. Tosi clarified that this person will be also be responsible for long-range planning and software research duties.

**MOTION:** Motion by Evans, seconded by English to approve **Resolution No. 16-067**, approving an addition to the Classification and Compensation Plan to include the position of Police Information Systems and Technology Analyst Coordinator and to place it at a pay grade 15.

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

**RESOLUTION NO. 16-068**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH HDR ENGINEERING FOR THE AWTF TERTIARY TREATMENT PHASE 2 PROJECT.

**STAFF REPORT:** Wastewater Capital Program Manager Jim Remitz explained that Amendment No.1 to the Agreement with HDR would provide construction administration services during the construction of the Tertiary Treatment Phase 2 Improvements. Tertiary Treatment Phase 2 is the second phase of improvements that will construct tertiary treatment facilities and provide capacity for plant flows up to 5 million gallons per day (MGD). The project will 'dovetail' with the previously constructed improvements in Phase 1 that were completed in January 2015 and will provide treated wastewater effluent of a quality to meet the final discharge limits of the December 2014 National Pollutant Discharge Elimination System (NPDES) permit issued by the U.S. Environmental Protection Agency. Planning and Design Engineering Services were approved at \$1,710,810; this amendment will add \$2,113,441 in construction phase services for a new total of \$3,824,251, which is budgeted in the current FY 2016/2017 Financial Plan in the Wastewater Operating Fund. He reviewed the timeline for the project and noted that completion is estimated to be December 2018.

**DISCUSSION:** Councilmember McEvers expressed concern that the design and engineering is approximately 20% of the \$20,000,000 budget. Mr. Remitz confirmed that is a normal percentage for the industry. Councilmember Miller asked for clarification regarding how HDR was awarded the project. Mr. Remitz explained that HDR has been involved in various phases of the plant throughout many years and staff felt that it was in the best interest to utilize them for the construction phase services as they design the project. Councilmember Miller asked who the owner representative would be for this project. Mr. Remitz stated that he will be the owner's representative and clarified that he will oversee the consultant and the construction project. He noted that the consultant would do the day-to-day construction oversight to assure that what is constructed is what was designed and that it works. Additionally, DEQ requires the City to have construction engineering services on these projects. He noted that the startup at the end of the project is the most important phase, which will ensure the design works. DEQ will attend construction meetings, will do periodic inspections, and perform a detailed final inspection.

**MOTION:** Motion by McEvers, seconded by Evans to approve **Resolution No. 16-068**, approving Amendment No. 1 to Agreement with HDR Engineering for the AWTF Tertiary Treatment Phase 2 project.

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

(QUASI-JUDICIAL HEARING) ZC-3-16 - APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY THE ZONE CHANGE REQUEST FROM R-12 TO NEIGHBORHOOD COMMERCIAL. APPELLANT: BRENNY ROSS ON BEHALF OF ARVID LUNDIN.

**STAFF REPORT:** Planner Tami Stroud noted that this is an appeal of the Planning Commission's decision to deny a zone change request. She reviewed the previous commercial uses held on the property since 1963 such as floral shop, radiator repair, and currently a violin repair shop. At the time it was annexed in 1963, it had a commercial use, and then the city rezoned the property in 1982, changing it to an R-12 zone, which created a legal non-conforming use. In 2006, the owner at the time requested it to be C-17L, the lowest available commercial zone to make it legally conforming. That request was denied, but caused the Planning Commission to request another zone be created that would be compatible with residential zoning. This moved the development of the Neighborhood Commercial and Community Commercial zone forward. She noted that the findings required are: that this proposal is, or is not in conformance with the Comprehensive Plan policies; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. She presented photographs of the existing conditions, current utility connections, area uses, and uses allowed within the Neighborhood Commercial (NC) zone.

**DISCUSSION:** Councilmember Gookin asked if the new owner would be required to pave the parking area. Ms. Stroud explained that it would be dependent upon use. She explained the legal non-conforming use was created when the property was annexed in from the County, as it did not conform to the city code at that time. Councilmember Evans asked if the change in ownership would make the use no longer allowable. Ms. Stroud explained that the use would be allowable until the use stopped. Councilmember English asked for confirmation that a 4,000 sq. ft. building would be allowed on the site. Ms. Stroud explained that a retail use would be based on the property size and the floor area ratio of one. Different uses could provide the opportunity for a large structure; however, parking would be a challenge. Councilmember English asked for clarification regarding the required buffer areas. Ms. Stroud clarified that buffer would only be required on Ichabod Avenue if parking is located there. She reiterated the allowable uses within the NC zone and explained that without a zone change the owner could build a triplex or two single-family homes, but no other commercial uses would be allowed. Discussion ensued regarding other NC zone changes throughout the City.

**APPLICANT:** The City Clerk swore in the applicant's representative Brenny Ross. Mr. Ross reiterated that the owner is in the process of selling the property and it is hard to obtain financing until the zone lines up with the commercial use. In 2006 the owner did request a zone change and was denied based on the C17L being too intense. The new zoning districts were created based on that request so he believes that this is a fit intended for the new zones.

**DISCUSSION WITH THE APPLICANT:** Councilmember Gookin asked what the applicant intends to build on the lot. Mr. Ross said the applicant would most likely put in professional offices with the existing buildings.

**PUBLIC TESTIMONY:** The City Clerk swore in Brian Donnell. Brian Donnell resides at 414 Ichabod, Coeur d'Alene, and explained that his house is two doors down from the subject property and he opposes the zone change. He noted that he would want a buffer on 4<sup>th</sup> street as the visibility is difficult due to the current use of parking. He has lived in the neighborhood since 1993 and expressed concern that the zone change will open up opportunities to build new, larger buildings, and require parking lot to have large lights. He would like to keep the area residential. Mr. Donnell noted that this building has been vacant three times with different commercial uses recently. He expressed concern that this opens the door for other neighboring properties to request zone changes away from residential. He also expressed concern about future uses and their effect on the residential neighborhood.

**DISCUSSION WITH MR. DONNELL:** Councilmember McEvers explained that the current zoning allows for a triplex or duplex, which would include additional lighting and more people abutting his property and asked Mr. Donnell if he would prefer that use. Mr. Donnell said that since it is a residential use he would prefer that more than setting a precedent for commercial uses.

**APPLICANT REBUTTAL:** Mr. Ross reiterated that this property has not been a residential use over the past 60 years, and with the NC commercial zoning, the impact to the neighborhood would not change. The property faces 4<sup>th</sup> Street, not the residential zone and 4<sup>th</sup> Street seems like a transitional zone. The parking has been an issue in the past and the zone change would address that, as well as set hours of operation restrictions.

Public testimony was closed.

**DISCUSSION CONTINUED:** Councilmember Gookin asked if there was egress onto Ichabod Avenue and what the lighting restrictions are with the NC zone. Ms. Stroud confirmed the egress onto Ichabod and explained that the code would regulate lighting, including location, and that the lighting would need to be of residential character with no spillover. Councilmember Gookin asked if there were other NC zones that had experienced a domino effect of other properties requesting zone changes. Ms. Stroud explained that out of the past seven requests, the City has not experienced side-by-side requests and any future request would need to be heard before the Planning Commission and City Council. Councilmember McEvers said that he would like to have staff review this use, since 6 years has passed and there are different administrative interpretations today. Councilmember Miller agreed with Councilmember McEvers in that it seems like something changed with the grandfathering in of this property. City Attorney Mike Gridley explained that the code has not changed, and that maybe an interpretation of the code has changed. He noted that the City Council could look at the code and make changes.

Councilmember Evans noted that while she served on the Planning Commission there was a lot of discussion about pocket zones to avoid the patchwork zoning affect, and asked if this is a pocket zone. Ms. Stroud clarified that in 2006 the owner requested C17L zone, and at that time the Planning Commission felt that there should be a zone district that would be less intense than a C17L and allow limited neighborhood commercial uses. Councilmember English reiterated that this specific zone has been used a few times, and believes that if approved it is likely that a neighboring property may want that zone too and at a point in time it starts change. He noted

that when he thinks of 4<sup>th</sup> Street he sees it as mostly commercial use, and this property has had heavy commercial use such as the radiator store. He believes that part of growth is trying to balance between residential and commercial uses. Councilmember Gookin reiterated that the NC zone was created due to this property but was never applied to this property.

Councilmember Miller requested clarification regarding the allowable building square feet. Ms. Stroud confirmed allowable use square footage and clarified that the parking requirement is three stalls per 1,000 square feet, which would limit the building size on this property.

Councilmember Gookin noted that the Council has the option to conditionally approve the zone request and could attach conditions such as, a requirement to keep the existing building and/or remove the egress onto Ichabod. Mr. Gridley noted that the requiring the building to remain as is on the property into perpetuity would be an extreme condition.

**MOTION TO DENY:** Motion by McEvers, seconded by Evans to deny the Appeal of the Planning Commission's decision to deny the Zone Change request from R-12 to Neighborhood Commercial. Appellant: Brenny Ross on behalf of Arvid Lundin.

**DISCUSSION:** Councilmember Gookin said he would not support the denial of the appeal as he sees it as not supporting businesses and believes that NC zone was created for this property with the neighborhood in mind. Councilmember English noted that he would not deny the appeal as it has already been one form of commercial use or another for so many years.

Councilmember McEvers explained that he feels it will cause a domino effect and he does not believe the legal nonconforming use make sense. He would like staff to try to find a way to do business on the property without affecting the neighborhood, as he is concerned with what this change will do to the residential uses existing on 4<sup>th</sup> Street. Councilmember Gookin clarified that the NC zone allows the business to keep going. Councilmember McEvers felt that the NC zone was developed for new areas, like Ramsey Road, near Coeur d'Alene Place. Ms. Stroud clarified that in some of the newer subdivisions, the developer carved out areas zoned C-17 to allow those area stores. She reviewed the locations of the previously approved NC zones.

**ROLL CALL:** Gookin No; Evans Aye; English No; Miller No; McEvers Aye. **Motion failed.**

**MOTION TO APPROVE:** Motion by Gookin, seconded by English to approve the Appeal of the Planning Commission's decision to deny the Zone Change request from R-12 to Neighborhood Commercial. Appellant: Brenny Ross on behalf of Arvid Lundin.

**DISCUSSION:** Councilmember Gookin reiterated that the NC zone was created to solve this type of problem. If the property were developed under the NC zone it would interfere less with the neighborhood than it currently does, as the code would require residential style lighting and parking. He noted that he believes this will better protect the neighborhood in the future and that there is no evidence of a domino effect with past NC zones. He feels this would be business-friendly and the commercial impact is already there. Councilmember Evans confirmed that this is a difficult decision; however, she is uncomfortable with the isolated zone on the east side of 4<sup>th</sup> Street, and agrees that the NC zone is appropriate and was formed for this property.

**ROLL CALL:** Gookin Aye; Evans No; English Aye; Miller Aye; McEvers No. **Motion Carried.**



(LEGISLATIVE HEARING) FRANCHISE AGREEMENTS WITH AVISTA CORPORATION FOR ELECTRICAL AND NATURAL GAS.

**STAFF REPORT:** City Attorney Mike Gridley explained that this essentially a renewal of existing franchise agreements with Avista for electrical and gas services. These agreements provide the right to use the city's right-of-way for electricity and gas piping. The City is allowed to charge up to a 5% fee and Avista has agreed to that percentage. Additionally, the City negotiated the ability to use Avista poles for fiber cable if needed in the future.

**DISCUSSION:** Councilmember McEvers asked why this Agreement is a 25-year term. Mr. Gridley explained that the statute allows 10 –50 years for franchise agreements. Additionally, Avista agrees to maintain capacity to accommodate the estimated future growth for the community.

**PUBLIC TESTIMONY:** Mayor Widmyer called for public comments; with none being received, public testimony was closed.

ORDINANCE NO. 3555  
COUNCIL BILL NO. 16-1025

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

**MOTION:** Motion by McEvers, seconded by Miller, to pass the first reading of **Council Bill No. 16-1025**.

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

**MOTION:** Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 16-1025** by its having had one reading by title only.

**DISCUSSION:**

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

**ORDINANCE NO. 3556  
COUNCIL BILL NO. 16-1026**

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

**MOTION:** Motion by Miller, seconded by Gookin, to pass the first reading of **Council Bill No. 16-1026**.

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

**MOTION:** Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 16-1026** by its having had one reading by title only.

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

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

The meeting adjourned at 7:33 p.m.

ATTEST:

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

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

January 9, 2017  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

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

**CITIZENS**

Sherri Wastweet, PAC Grant Programs Administrator

**STAFF**

Juanita Knight, Senior Legal Assistant  
Randy Adams, Chief Civil Deputy City Attorney  
Bill Greenwood, Parks & Recreation Director  
Monte McCully, Trail Coordinator  
Sam Taylor, Deputy City Administrator  
Renata McLeod, Municipal Services Director  
Troy Tymesen, Finance Director  
Jim Hammond, City Administrator  
Chris Bosely, City Engineer

**Item 1. Amended Professional Service Agreement for Memorial Park.**  
**(Consent Resolution No. 17-001)**

Bill Greenwood is requesting approval of an amendment to the Professional Services Agreement with Welch-Comer & Associates, Inc. for the Memorial Park companion projects. Mr. Greenwood noted in his staff report that on October 4, 2016 Council directed staff to seek funding sources for the companion projects around the City/County shared parking lot. He noted that the City Council accepted Ignite as the funding source for these companion projects on December 20, 2016. Then, on December 21<sup>st</sup>, Ignite Board allocated the funding to design and construct the improvements. Welch-Comer is very familiar with this corridor and they are the firm that is providing the construction and design for the City/County shared parking lot. They are also the firm providing services for our Mullan Road/Fort Grounds Drive project. There is no financial capital outlay for this amendment other than staff time to work with the firm to design and construct the elements within the Memorial Park area. This makes fiscal sense to amend their current service agreement with us for the Memorial Park area.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-001 approving Amendment No. 2 to the Professional Service Agreement with Welch-Comer for Memorial Park. Motion Carried.**

**Item 2. 2017 Trails and Bikeways Master Plan.**  
**(Consent Resolution No. 17-001)**

Monte McCully is requesting Council approve the adoption of the 2017 Trails and Bikeways Master Plan. Mr. McCully noted in his staff report that the Parks Department adopted the current Trails and Bikeways Master Plan in 2010. There have been many changes to the city since then and an update to the plan was needed. The Ped/Bike Committee partnered with the Parks Department to come up with updates that would go into this plan. This plan inventories all trails and bikeways facilities as well as provides recommendations for future trails and trail connectivity. The community is seeking safer ped/bike corridors that connect neighborhoods to schools, parks, and other points of interest. Adopting the plan does not obligate the City to allocate funds for implementation of the plan. When a project is identified it is either funded by applying for grants, requirement of new annexations and developments to put in facilities, or requesting it be put in the budget for the

following year. Adopting the Bikeways and Trails Master Plan will provide a blueprint for pedestrian and bicycle facilities for the next five years.

Council Member Miller asked where the plan can be found if the public wants to view it. Mr. McCully said it can be found on the City's website under Parks and Recreation Department.

<http://www.cdavid.org/3197/departments/parks/draft-2016-trails-and-bikeways-master-plan-update->

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-001 approving the Trails and Bikeways Master Plan. Motion Carried.**

**Item 3. Seal Coating/Repairing Centennial Trail.  
(Consent Resolution No. 17-001)**

Monte McCully is requesting approval for the Parks Department to apply for a Recreational Trail Programs grant to repair and seal coat the Centennial Trail. Mr. McCully noted in his staff report that the Centennial Trail was seal coated in 2005 and again in 2012. Our Centennial Trail management plan recommends seal coating the trail every 5 or 6 years. Some tree root damage has occurred along the Centennial Trail and cracks have appeared making some areas of the trail difficult to use. Those areas will be repaired during this process and the entire 23 miles of trail will be seal coated. In the early 1990's a Joint Powers Board was created to manage and oversee the Centennial Trail. Three entities make up the Joint Powers Board; Kootenai County, Post Falls and Coeur d'Alene. Each of these entities contribute \$7,500 annually to the Joint Powers for capital improvements on the trail. Those funds are allowed to accrue in order to cover large expenses. Kootenai County holds and manages the funds through their finance department. The Joint Powers funds will be used as part of the match for the state and federal grant. The North Idaho Centennial Trail Foundation will provide the rest of the match. The funds for the Centennial Trail project will come from the following sources;

Joint Powers:	\$50,000.00
North Idaho Centennial Trail Foundation:	\$12,000.00
RTP (Recreation Trails Grant State/Federal)	\$147,000.00
Total:	\$209,000.00

The combined effort of the agencies and the trail foundation is to protect and preserve the trail by combining their collective resources to accomplish the task. The City of Coeur d'Alene is applying for the grant, as well as administering the grant and the contract work. Staff will monitor the work and forward payment requests to the Joint Powers Board for progress payments.

Council Member Miller asked if there has been discussion that incorporates any signage, painting or wayfinding that is in the pathway itself. Mr. McCully said they do have striping, bike symbols, arrow pointing and squiggly lines.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-001 authorizing the Parks Department to apply for a Recreational Trail Programs grant to repair and seal coat the Centennial Trail. Motion Carried.**

**Item 4. Bikeshare Program**  
**(Agenda Resolution No. 17-002)**

Monte McCully is requesting Council approve a MOU with Zagster to start a bikeshare program. Mr. McCully noted in his staff report that one of the steps in making our city friendlier to bicycles is to create a bikeshare program. This would provide people the opportunity to check out or rent a bike from various locations around town. The City attempted to create their own bikeshare program more than 10 years ago by leaving bikes around town for people to use for free but most of the bikes went missing. These programs are usually cumbersome to manage so the City hasn't seriously pursued a program since then, even though it has been discussed for years. There are now companies that provide a turn-key service for bikeshare programs. There is no cost to the City for this program. Zagster installs the infrastructure, provides the bikes, provides the repair and rebalancing contracts, and does their own tech support. The City will assist Zagster to go out and solicit sponsors to fund the program. The City will not accept this program if enough sponsors cannot be found. Providing a bikeshare program will give both citizens and visitors a means to get around and enjoy recreation in our city that they may not have had the opportunity to do before. This will help us reach our goal as a gold status bike friendly community and help us achieve all-star status in our Let's Move! Cd'A program.

Council Member Edinger asked about sponsorship funding. Mr. McCully said a committee has been formed for the bikeshare, which he is part of, as well as other volunteers. He will assist the committee and the company in determining the business to contact. There may be 4-5 hours of staff time needed to assist them.

Council Member Miller asked if this committee is part of the Ped/Bike Committee. Mr. McCully said some Ped/Bike members are on it but there are also members from Let's Move Cd'A and others interested in setting on the Committee. Mr. McCully also noted that he's been in contact with all the local bike shops to let them know about this plan. All expressed support except for one and they simply want more information on the plan.

Council Member Evans said she can provide more detail on identifying possible partners for the Zagster program. She said the committee identified locations where they thought the bikes could be location. For instance and completely hypothetical, the KROC center could be identified as a location since it is right off the centennial trail. Mid Town, the hospital are, and downtown core are all great places. They went further and looked at possible partners in those locations who share an interest and would support this effort.

Council Member Miller asked if it would be Zagster or the committee's responsibility to determine if these sights are available. Council Member Evans said Zagster. Mr. McCully said there are 6 locations within the city that they are looking at. Once Zagster gets the sponsorship then it will get nailed down. Mr. McCully noted that if they cannot get the downtown bike shops comfortable with this plan then they will likely not include the downtown as they don't want to create competition.

Council Member Miller voiced concerns with verbiage in the MOU that stated the City obtains the sponsorship funding. Mr. McCully said he would have the verbiage changed so that the responsibility is on Zagster and not the City.

Council Member Miller asked if the Legal Department has seen the MOU. Mr. Adams responded that they had and there is no financial liability for the City.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-002 approving a MOU with Zagster to start a bikeshare program. Motion Carried.**

**Item 5. Approval of Amendments to Contracts with Diamond Parking and Schaffer's Towing Acknowledging new Work Under the Scofflaw Parking Program.**  
**(Consent Resolution No. 17-001)**

Sam Taylor is requesting Council approval for amendments to the agreements with Diamond Parking and Schaffer's Towing recognizing new work regarding the Scofflaw Program related to unpaid parking tickets. Mr. Taylor noted in his staff report that the City Council approved the Scofflaw Program via Ordinance No. 3554 at its December 20, 2016 meeting. The program calls for an immobilization device to be placed on a vehicle with four or more unpaid parking tickets that remain unpaid beyond 45 days. This is new work not currently contracted for with Diamond Parking, our enforcement entity, or with Schaffer's Towing, which we contract with for towing services. The attached contract amendments recognize this new work. As discussed at the December 20, 2016 meeting, Diamond will place the boot on a qualifying vehicle, and Schaffer's will remove the device once a motorist provides receipt confirmation that they have paid all outstanding fines and administrative costs. The Parking Commission unanimously recommended approval of the amendments at its January 3, 2017 meeting. Diamond's amendment calls for \$185 per month to be added to their contract for administration of the booting program and \$45 per boot. Schaffer's will be paid \$65 for each boot removed. Per the Scofflaw Ordinance, these costs will be borne by the Scofflaw motorist. The \$185 for Diamond will be captured through a \$10 administrative fee charged to the motorist, estimating that 20 vehicles per month will be booted.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-001 approving amendments to the agreements with Diamond Parking and Schaffer's Towing recognizing new work regarding the Scofflaw Program related to unpaid parking tickets. Motion Carried.**

**Item 6. CDBG Citizen Participation Plan Update.**  
**(Resolution No. 17-001)**

Sherri Wastweet, PAC Grant Program Administrator, is requesting approval for the updated Citizen Participation Plan. It was noted in her staff report that in 2015 the U.S. Department of Housing and Urban Development (HUD) updated the rules regarding Affirmatively Furthering Fair Housing. HUD has released the final rule to equip communities that receive HUD funding with the data and tools that will help them to meet these long-standing fair housing obligations in their use of HUD funds. HUD is now requiring that the City of Coeur d'Alene complete a new Assessment of Fair Housing Plan (AFP). The updated AFP will be due July 3, 2018, which is 270 days prior to the beginning of program year April 1, 2019. By updating the Citizen Participation Plan, the City is fulfilling the first step in this process. The City must hold a minimum of 3 meetings for public input during the creation of the new AFP.

Council Member Edinger asked Renata McLeod if she is ready to hold all these meetings. Mrs. McLeod said this year she has a part time person scheduled in the budget that will be paid out of the CDBG funds to help with the community meetings. The plan is to seek out some community partners like the Board of Realtors, CdA2030, Housing folks and Jobs Plus. Wherever they can pull from that makes sense to reach out to the low

income folks in the community and anybody that would have to do with minorities. They plan to spend a lot of time analyzing resources and pulling the community together to help with this.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-001 approving the CDBG Citizen Participation Plan Update. Motion Carried.**

The meeting adjourned at 12:36 p.m.

Respectfully submitted,

Juanita Knight  
Recording Secretary

**PUBLIC WORKS COMMITTEE  
MINUTES  
January 9, 2017  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English  
Councilmember Dan Gookin

**STAFF PRESENT**

Jim Remitz, WW Capital Program Mgr.  
Sam Taylor, Deputy City Admin.  
Amy Ferguson, Executive Asst.  
Troy Tymesen, Finance Director  
Dion Holton, Utility Supervisor  
Kyle Marine, Asst. Water Supt.  
Terry Pickel, Water Supt.  
Jim Remitz, Capitol Program Mgr.  
Jim Hammond, City Administrator  
Chris Bosley, City Engineer  
Mike Gridley, City Attorney  
Sam Taylor, Deputy City Admin.

**Item 1 Request to Declare Used Chlorine “A” Repair Kit as Surplus Property  
Consent Calendar**

Dion Holton, Utility Supervisor, presented a request for council to declare a 150 pound Chlorine “A” Repair Kit surplus property and authorize the Water Department staff to donate it to the Kootenai County Fire Department for use with their HAZMAT Team. Mr. Holton stated in his staff report that the Chlorine “A” Repair Kit was needed to have on hand in case of a breached or leaking 150 pound chlorine cylinder. The Water Department has since changed over to “On-Site” chlorine generation for chlorination of water. Gas Chlorinators that used the 150 pound cylinders are no longer used. The Water Department staff has inquired with the City Fire and Wastewater Departments and neither has use for the repair kit. If the kit was taken to auction, it is estimated at scrap value likely to bring less than \$50.00.

**MOTION: Motion by English, seconded by Gookin, that the City Council approve Resolution No. 17-001 declaring the Chlorine “A” Repair Kit surplus and authorize that it be donated to the Kootenai County Fire Department. Motion carried.**

**Item 2 Approval of Purchase of One New Utility Vehicle  
Consent Calendar**

Kyle Marine, Assistant Water Superintendent, presented a request for council approval of the purchase of one new work vehicle from Parker Lincoln Ford to replace one old utility vehicle. Mr. Marine stated in his staff report that the Water Department has an established annual rolling stock replacement program designed to continually update the fleet, provide as much versatility as possible, and meet the safety needs of rapidly changing work loads and the work environment. The plan provides for vehicle and equipment replacement after 10 years or 100,000 miles of service life, depending on the severity of duty. The replaced 2007 Ford F150, with over 100,000 miles, would be made available to General Fund departments if desired for the cost of the propose trade in value which is \$7,500. The Water Department has budgeted \$40,000 for vehicle replacement for fiscal year 2016-17. As a basis on which to compare local quotes, staff reviewed the 2016 Idaho State Vehicle Contract. Utilizing the State Bid to establish



purchasing criteria offers several advantages for the City. Specifically, the State Bid has already performed all of the administrative work required to bid, evaluate and award contracts to Chevrolet, Chrysler/Dodge, Ford and GMC vendors statewide. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves at least 10 to 15 hours in staff time and offers the most cost effective and quality vehicles to the City. The City can use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible. Mr. Marine offered the maintenance log and fuel check out sheets for the committee's review.

Councilmember Gookin asked if there was an annual review of rolling stock. Mr. Marine said that each year they try to replace a vehicle that has reached the 10 years, or 100,000 mile criteria. If they think the vehicle can last for a longer period of time, they will do that.

Councilmember Gookin asked about the \$40,000 budget line item for vehicle replacement. Mr. Marine confirmed that the \$40,000 was for all replacements for this fiscal year.

Councilmember Gookin commented that cars today are lasting much longer. Mr. Marine said that may be the case with freeway driving, but in town travel creates quite a bit of wear and tear on the vehicles.

Councilmember Gookin said that he noticed that the Water Department had purchased a truck for \$21,000, claiming that they had saved money, but afterwards there was a purchase made for extra items for the truck that brought the purchase price up to \$30,000. He asked Mr. Marine if they would go back after the purchase for add-ons and extras. Mr. Marine said that any add-ons and extras are included in the quoted price and there shouldn't be any more large purchases for this vehicle.

Councilmember English asked how the potential trade in value and offering to departments would work. Mr. Marine said that the trade in value for the vehicle came in rather high, which was surprising. Most of the time they go to auction. He noted that the new vehicles are probably more economical but they are not built like they used to be.

**MOTION: Motion by English, seconded by Gookin, that the City Council approve Resolution No. 17-001 authorizing the purchase of one utility vehicle at a cost of \$28,794 for the Water Department from Parker Lincoln Ford for the budgeted rolling stock replacement program.**

**DISCUSSION:** Councilmember Gookin said that he wants to be able to assure the taxpayers that if the City is replacing a vehicle, they are replacing something that is well used.

**Motion carried.**

### **Item 3            Approval of On-Call Services Agreement with JUB Engineers, Inc. Consent Calendar**

Terry Pickel, Water Superintendent, presented a request for council authorization of an On-Call Services Agreement with JUB Engineers, Inc. for in-house water-related small project services. Mr. Pickel stated in his staff report that with the recent changes in the Water Department, especially in regard to the retirement of a Water Department employee with an engineering license, the Water Department is in need of engineering services for a couple of small, in-house, water-related projects. The two small projects for this fiscal year include a planned water main extension on Dalton Avenue in preparation for overlay in 2017 and a failing water main replacement plan on Fairmont Loop related to acquisition of public utility easements. As the Water Department is currently working with JUB on other projects, and JUB has

developed the latest water model necessary for design considerations, staff determined this to be the most logical solution to meet their immediate needs. All services rendered under the proposed agreement would be well under the limits as set forth under the city purchasing policy and applicable state codes.

Councilmember English asked if the money for the services is in the budget. Mr. Pickel responded that it is, under professional services.

Councilmember Gookin asked if there was a separation agreement with former Water Superintendent Jim Markley were the City could ask him to provide engineering services. Mr. Pickel confirmed that there is not.

Councilmember Gookin asked about the Fairmont Loop project. Mr. Pickel said, while Blackwell Hill is located outside of the city limits, the residents of Blackwell Hill are city water customers and he is obligated to serve them.

Mr. Pickel confirmed that the storage tank project listed as Task #3 on the agreement has been eliminated and will be pulled from the final agreement.

**MOTION by Gookin, seconded by English, that the City Council approve Resolution No. 17-001 authorizing an On-Call Services Agreement with JUB Engineers, Inc. for provision of engineering and consultant services for in-house water-related small projects. Motion carried.**

**Item 4            Award of Construction Contract for AWTF Tertiary Phase 2 Improvements to Apollo, Inc.  
Agenda**

Jim Remitz, Capital Program Manager, presented a request for council approval of a contract for the construction of the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF) Tertiary Treatment Phase 2 Improvements to Apollo, Inc. Mr. Remitz stated in his staff report that Tertiary Treatment Phase 2 is the second phase of improvements that will construct tertiary treatment facilities and provide capacity for plant flows up to 5 million gallons per day (MGD). The project will "dovetail" with the previously constructed improvements in Phase 1 that were completed in January 2015 and will deliver tertiary treated wastewater effluent of a quality to meet the final discharge limits of the December 2014 National Pollutant Discharge Elimination System (NPDES) permit issued to the City of Coeur d'Alene by the U.S. Environmental Protection Agency. The bid submitted by Apollo, Inc. in the amount of \$16,169,000 is the lowest responsive bid and consultant HDR Engineering recommends award of the contract.

Councilmember McEvers asked about the proposed contractor, Apollo. Mr. Remitz said that they have not done any projects for the city, but the city's consultant is very familiar with them. They also scored pretty highly during the prequalification process and have good references from other projects.

Mr. Remitz explained that there will be a roughly 22 month construction period. Councilman English asked about any impacts to traffic. Mr. Remitz said that impacts will be limited to Hubbard by the plant. Unfortunately, they don't have any room on the plant property for staging, so they have arranged with NIC to use the northern portion of the old log yard parking lot immediately across the street from the plant as a material lay down area, and also have a staging area by the upper parking lot of the Harbor Center which they will use for the field office for the contractor.

Mr. Remitz confirmed that the loan for \$20 million covers design and construction. Councilmember Gookin asked about payments to the contractor and how the City can be assured that they have done

everything that they have promised. Mr. Remitz said that they have a consultant on board for construction phase services that monitors in the field every day. At the end of the month, the consultant goes over the payment application with the contractor, and makes a recommendation for payment. Councilmember Gookin asked if the contractor is later and things are stalling, is there any stick or carrot that would help them to get started so it does not drag on. Mr. Remitz said that the agreement has a clause for liquidated damages if they do not perform by certain dates. If the city has suffered financially from the contractor's tardiness, they can charge the contractor \$1,750 per day.

Councilmember McEvers asked about the \$3 million dollar difference in bid proposals. Mr. Remitz said that they wish it would have been a tighter spread but they feel good that the low bidder can do the work because of their track history, experience, qualifications, etc.

**MOTION by English, seconded by Gookin, that the City Council approve Resolution No. 17-003 authorizing an agreement with Apollo, Inc. in the amount of \$16,169,000 for the AWTF Tertiary Treatment Phase 2 Improvements Project, pending legal review. Motion carried.**

**Item 5            Interagency Agreement between the City of Coeur d'Alene and the Hayden Area Regional Sewer Board (HARSB) for the Installation of a Sewer Pipe Along Seltice Way.**

**Consent Calendar**

Mike Gridley, City Attorney, Chris Bosley, City Engineer, and Matt Willis (Welch Comer) presented a request for council approval of an Interagency Agreement with the Hayden Area Regional Sewer Board (HARSB) for the installation of a sewer pipe and shared-use path along Seltice Way. Mr. Gridley stated in his staff report that the reconstruction of Seltice Way is scheduled to begin in 2017. As part of the project the HARSB would like to install a 24" PVC pressure sewer pipe from the intersection of Seltice Way and Huetter Road to the location where the existing HARSB sewer system connects to the outfall to the Spokane River, approximately 4,300 feet, along with the portion of the 12"-wide paved shared-use path that will be constructed over that portion of the pipe. The City will include this work as part of the bidding of the project as an Add Alternate. The cost of the construction of the pipe and shared-use path will be paid by HARSB.

Councilmember Gookin asked what a pressure sewer pipe implies. Mr. Willis said that the treated effluent has to be pumped from the plant, so there has to be pressure behind it to get it flowing to the river. Because it is a pressurized system, there won't be manholes every 300 feet.

**MOTION by Gookin, seconded by English, that the City Council approve Resolution No. 17-001 authorizing an Interagency Agreement with the Hayden Area Regional Sewer Board (HARSB) for the Installation of a Sewer Pipe Along Seltice Way. Motion carried.**

**Item 6            Interagency Agreement between the City of Coeur d'Alene and the Post Falls Highway District for Cost-Sharing for the Seltice Way Revitalization Project**

**Consent Calendar**

Mike Gridley, City Attorney, and Chris Bosley, City Engineer, and Matt Willis, Welch Comer Engineers, presented a request for council approval of an Interagency Agency with the Post Falls Highway District (PFHD) for cost-sharing for the Seltice Way Revitalization Project. Mr. Gridley stated in his staff report that the Seltice Way project is located within the jurisdiction of the PFHD. Under the terms of the

agreement, each party will pay for the actual costs incurred by the project for the section of the project within its respective jurisdiction.

Mr. Willis confirmed that all of the quantities will be tracked separately and the PFHD will pay for their own curb, asphalt, etc. so they can track it precisely.

**MOTION by English, seconded by Gookin, that the City Council approve Resolution No. 17-001 authorizing an Interagency Agreement with the Post Falls Highway District (PFHD) for cost-sharing for the Seltice Way Revitalization Project. Motion carried.**

**Item 7            Utility Agreement with the Dalton Water Association and the Local Highway and Technical Assistance Council for the Government Way Improvement Project  
Consent Calendar**

Mike Gridley, City Attorney, and Chris Bosley, City Engineer, and Matt Willis, Welch Comer Engineers, presented a request for council approval of a Utility Agreement with the Dalton Water Association (DWA) and the Local Highway and Technical Assistance Council (LTAC) for the Government Way Improvement Project. Mr. Gridley stated in his staff report that the next phase of the Government Way improvement project requires the relocation of a water line owned by DWA. The City of Coeur d'Alene is the project sponsor and has negotiated an agreement with DWA and LTAC for the project to pay for the relocation costs. The project is scheduled to start construction in 2017. The estimated cost for the utility relocation is approximately \$112,000. The City's portion of the cost is 7.34%, or approximately \$8,500. The remainder of the relocation costs will be paid by LTAC, as administrator of the federal funding, and the other project partners. If the costs exceed the estimate the City can go to LTAC and request additional funding.

Mr. Gridley explained that Dalton Water is a private water association that serves the Dalton area and they have pipe that is affected by the expansion of Government Way so the city has agreed to reimburse them for some of the costs for moving their water line. There is some concern that in the process of construction that the pipe could break so the best practice is to replace it and move it.

Mr. Willis said that this is the final portion of the Government Way project. Mr. Gridley said that Coeur d'Alene is the project sponsor and it benefits our community and other communities. They are trying to get this nailed down so they can go out to bid.

Councilmember Gookin asked if they would be moving the pipe when they start the project. Mr. Willis said that because the Dalton Water Association is an association, they don't fall under the normal Idaho bid laws, so the plan right now is that the road project will be awarded to the low bidder, and then the water association will approach the road contractor and ask them to give them a price for moving the pipe. The hope is that the road contractor will see the advantage and see that it is in their best interest to give Dalton Water a good price. The worst case scenario is that Dalton Water would have to hire a separate contractor.

Councilmember McEvers asked if sewer is included. Mr. Willis said yes, it is the same as the previous project.

Mr. Gridley commended Matt Willis and Welch Comer on their responsiveness and commented that Mr. Willis did an excellent job working with KMPO and LTAC.

**MOTION by English, seconded by Gookin, that the City Council approve Resolution No. 17-001 authorizing a Utility Agreement with the Dalton Water Association (DWA) and the Local Highway and Technical Assistance Council (LTAC) for the Government Way Improvement Project. Motion carried.**

**Item 8            Additional Services Agreement for Welch Comer Engineers to include Landscaping Design in the Seltice Way Revitalization Project Design**  
**Consent Calendar**

Chris Bosley, City Engineer, and Sam Taylor, Deputy City Administrator, presented a request for council approval of an additional services agreement for landscaping design for the Seltice Way Revitalization Project. Mr. Bosley stated in his staff report that the reconstruction of Seltice Way is scheduled to begin in 2017. The original concept included signalized intersections. The design has evolved to replace the proposed signalized intersections with roundabouts. It is strongly felt by City staff that the roundabouts should include landscaping, the design of which was not included in the original consultant agreement. The budgeted amount for this project adequately covers the requested additional services.

Mr. Taylor said that this is just something that they didn't have planned initially, and they want to make sure that they do it right the first time. By priming the pump for landscaping the area, future development will be on the hook for additional landscaping throughout the area. Mr. Taylor noted that the biggest cost is irrigation and they don't have that money, so they are starting at a reasonable amount around the roundabouts.

Mr. Bosley commented that landscaping is needed to add a gateway feature as you drive through the area. The funding source is the project budget, which accounts for this additional design.

Councilmember Gookin asked if there would be an opportunity to eventually use a treated effluent pump from the Wastewater Treatment Plant for irrigation. Mr. Bosley said that in the future if that opportunity did come up, those irrigation systems could be connected.

Mr. Bosley said that they will save as many trees as they can and keep the median in the state that it is in today.

**MOTION by Gookin, seconded by English, that the City Council approve Resolution No. 17-001 authorizing an additional services agreement with Welch Comer Engineers for landscaping design for the Seltice Way Revitalization Project in the amount of \$19,000.00. Motion carried.**

The meeting adjourned at 4:47 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

DATE: JANUARY 10, 2017  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 21, 2017

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-1-17	Applicant: Aspen Homes, LLC. Location: N. of Thomas Lane Request: A proposed annexation from County Agriculture Suburban to City R-3 (Residential at 3 units/acre) zoning district	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **February 21, 2017**

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

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

[Office Use Only] Amt Pd 3333  
 Rec No 1179520  
 Date 01/05/17  
 Date to City Council: 01/17/17  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise <i>Private 1st year</i>	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<i>Relic Smoke house &amp; Pub</i>	
Business Mailing Address	<i>655 E. Dikov Av. Post Falls</i>	
City, State, Zip	<i>Post Falls IDAHO 83854</i>	
Business Physical Address	<i>1901 E Sherman Avenue</i>	
City, State, Zip	<i>Coeur d' Alene ID 83814</i>	
Business Contact	Business Telephone: <i>= 208-755-1274</i>	Fax:
License Applicant	<i>Todd + Michele Clark</i>	
If Corporation, partnership, LLC etc. List all members/officers	<i>None</i>	

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the City Council on January 3, 2017, and there being present a person requesting an appeal of the Planning Commission's decision to deny the zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial) for Item ZC-3-16.

APPLICANT: BRENNY ROSS ON BEHALF OF ARVID LUNDIN

LOCATION: +/- .28 ACRE PARCEL AT 3202 & 3206 N.4<sup>TH</sup> STREET AND MORE  
COMMONLY KNOWN AS "LUNDIN'S VIOLINS".

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS  
RELIED UPON**

**(The City Council may adopt Items B1-through7.)**

- B1. That the existing land uses are residential and commercial.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-12.
- B4. That the notice of public hearing was published on, December 17, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on December 26,2016, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on January 3, 2017.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:  
  
**Objective 2.04  
Downtown & Neighborhood Service Nodes:**  
Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.
- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff comments provided in the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because a change of use will require code requirements to be met such as lighting, buffering, pavement and parking requirements, in addition to other code related items.



B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because this use had been in existence before the subject property was annexed into the city. The NC District was created specifically for this location and with the neighborhood in mind. We want to protect neighborhoods, but a commercial use has been there prior to the property being annexed into the city. The neighborhood will not be significantly altered and the NC Zoning District may even improve the neighborhood.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of BRENNY ROSS ON BEHALF OF ARVID LUNDIN for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

Motion by Gookin, seconded by English, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Council Member Gookin	Voted Yes
Council Member Evans	Voted No
Council Member McEvers	Voted No
Council Member English	Voted Yes
Council Member Miller	Voted Yes

Council Member Edinger was absent.

Motion to approve carried by a 3 to 2 vote.

---

MAYOR STEVE WIDMYER

RESOLUTION NO. 17-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WELCH COMER & ASSOCIATES FOR THE FOUR CORNERS/BLM CORRIDOR MASTER PLAN, TO PROVIDE DESIGN, BID, AND CONSTRUCTIONS SERVICES FOR THE FOUR CORNERS COMPANION PROJECTS; APPROVAL OF THE 2017 TRAILS AND BIKEWAYS MASTER PLAN; AUTHORIZING THE PARKS DEPARTMENT TO APPLY FOR A RECREATIONAL TRAIL PROGRAMS GRANT TO REPAIR AND SEAL COAT THE CENTENNIAL TRAIL; APPROVAL OF AMENDMENT NO. 1 TO THE ON-STREET PARKING AGREEMENT, THE PUBLIC PARKING LOT MANAGEMENT AGREEMENT FOR THE MCEUEN PARKING FACILITY AND 3RD STREET BOAT LAUNCH, AND THE PUBLIC PARKING LOTS MANAGEMENT AGREEMENT WITH DIAMOND PARKING TO PROVIDE FOR IMMOBILIZATION OF SCOFFLAW VEHICLES AND ADMINISTRATION ASSOCIATED THEREWITH; APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH SCHAFFER'S TOWING TO PROVIDE FOR ADDITIONAL DUTIES RELATED TO THE REMOVAL OF IMMOBILIZATION DEVICES FROM SCOFFLAW VEHICLES; APPROVAL OF THE CDBG CITIZEN PARTICIPATION PLAN UPDATE; DECLARATION OF A CHLORINE "A" REPAIR KIT AS SURPLUS AND AUTHORIZE STAFF TO DONATE IT TO THE KOOTENAI COUNTY FIRE DEPARTMENT; AUTHORIZATION OF THE PURCHASE OF ONE WATER DEPARTMENT UTILITY VEHICLE AT A COST OF \$28,794 FROM PARKER LINCOLN FORD; APPROVAL OF AN ON-CALL SERVICES AGREEMENT WITH J.U.B. ENGINEERS, INC., FOR PROVISION OF GENERAL ENGINEERING AND CONSULTANT SERVICES FOR IN-HOUSE WATER-RELATED SMALL PROJECTS; APPROVAL OF AN INTERAGENCY AGREEMENT WITH THE HAYDEN AREA REGIONAL SEWER BOARD (HARSB) FOR THE INSTALLATION OF A SEWER PIPE ALONG SELTICE WAY; APPROVAL OF AN INTERAGENCY AGREEMENT WITH THE POST FALLS HIGHWAY DISTRICT (PFHD) FOR COST-SHARING FOR THE SELTICE WAY REVITALIZATION PROJECT; APPROVAL OF A UTILITY AGREEMENT WITH THE DALTON WATER ASSOCIATION (DWA) AND THE LOCAL HIGHWAY AND TECHNICAL ASSISTANCE COUNCIL (LTAC) FOR THE GOVERNMENT WAY IMPROVEMENT PROJECT AND APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH WELCH COMER ENGINEERS FOR LANDSCAPING DESIGN FOR THE SELTICE WAY REVITALIZATION PROJECT IN THE AMOUNT OF \$19,000.00.

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

- A) Approval of Amendment to the Professional Service Agreement with Welch Comer & Associates for the Four Corners/BLM Corridor Master Plan, to provide design, bid, and constructions services for the Four Corners Companion Projects;
- B) Approval of the 2017 Trails and Bikeways Master Plan;
- C) Authorizing the Parks Department to apply for a Recreational Trail Programs grant to repair and seal coat the Centennial Trail;
- D) Approval of Amendment No. 1 to the On-Street Parking Agreement, the Public Parking Lot Management Agreement for the McEuen Parking Facility and 3<sup>rd</sup> Street Boat Launch, and the Public Parking Lots Management Agreement with Diamond Parking to provide for immobilization of scofflaw vehicles and administration associated therewith;
- E) Approval of Amendment No. 1 to the Agreement with Schaffer's Towing to provide for additional duties related to the removal of immobilization devices from Scofflaw vehicles;
- F) Approval of the CDBG Citizen Participation Plan Update;
- G) Declaration of a Chlorine "A" Repair Kit as surplus and authorize staff to donate it to the Kootenai County Fire Department;
- H) Authorization of the purchase of one Water Department utility vehicle at a cost of \$28,794 from Parker Lincoln Ford;
- I) Approval of an On-Call Services Agreement with J.U.B. Engineers, Inc., for provision of general engineering and consultant services for in-house water-related small projects;
- J) Approval of an Interagency Agreement with the Hayden Area Regional Sewer Board (HARSB) for the Installation of a Sewer Pipe Along Seltice Way;
- K) Approval of an Interagency Agreement with the Post Falls Highway District (PFHD) for cost-sharing for the Seltice Way Revitalization Project;
- L) Approval of a Utility Agreement with the Dalton Water Association (DWA) and the Local Highway and Technical Assistance Council (LTAC) for the Government Way Improvement Project;
- M) Approval of Amendment No. 3 to the Agreement with Welch Comer Engineers for landscaping design for the Seltice Way Revitalization Project in the amount of \$19,000.00;

AND;

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

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

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

DATED this 17<sup>th</sup> day of January, 2017.

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

ATTEST

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

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ENGLISH	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

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

**GENERAL SERVICES  
STAFF REPORT**

**DATE:** January 9, 2017  
**FROM** Bill Greenwood – Parks and Recreation Director  
**SUBJECT:** Amended Professional Service Agreement for Memorial Park

=====

**DECISION POINT:**

Approval of an amended Professional Service Agreement between the City of Coeur d’ Alene and Welch Comer & Associates, Inc. for the Memorial Park companion projects.

**HISTORY:**

On October 4, 2016 council directed staff to seek funding sources for the companion projects around the City/ County shared parking lot.

**FINANCIAL ANALYSIS:**

There is no financial capital outlay for this amended service agreement to the City of Coeur d’ Alene other than staffs time to work with the firm to design and construct the elements within the Memorial Park area. City Council accepted Ignite as the funding source for these companion projects on December 20, 2016, then on December 21<sup>st</sup> Ignite Board allocated the funding to design and construct the improvements for the Memorial Park companion projects.

**PERFORMANCE ANALYSIS:**

Welch /Comer is very familiar with this corridor; they are the firm that is providing the construction and design for the City/County shared parking lot. They are also the firm providing services for our Mullan Road/Fort Grounds Drive project. This makes fiscal sense to amend their current service agreement with us for the Memorial Park area.

**DECISION POINT/RECOMMENDATION:**

Approval of an amended Professional Service Agreement between the City of Coeur d’ Alene and Welch Comer & Associates, Inc. for the Memorial Park companion projects.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS**

This Agreement is made and entered into this 17<sup>th</sup> day of January, 2017, between the **City of Coeur d’Alene**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, and **Welch Comer & Associates, Inc.**, an Idaho corporation (hereinafter jointly referred to as the “Parties”). In consideration of the mutual covenants and conditions set forth herein, the Parties represent and agree as follows:

1. The City of Coeur d’Alene entered into a Professional Services Agreement with Welch Comer & Associates, Inc., for the Four Corners/BLM Corridor Master Plan, pursuant to Resolution No. 14-027, on July 1, 2014. Subsequent Professional Services Agreements for the Four Corners/BLM Corridor Master Plan were entered into with Welch Comer & Associates on December 1, 2015 (Resolution No. 15-066), and November 1, 2016 (Resolution No. 16-058), amending the terms of the original Agreement.
2. The Parties now desire to further modify the services to be performed by, and payment to be made to, Welch Comer & Associates, Inc., pursuant to the said Professional Services Agreements.
3. Therefore, Welch Comer & Associates, Inc., shall perform additional services in accordance with terms of this Amendment to the Professional Services Agreements, to include the scope of services described in the attached Exhibit “A.”
4. Welch Comer & Associates, Inc., shall receive a lump sum of Three Hundred, Thirty-Three Thousand, Twenty and No/100 Dollars (\$333,020) for said services performed under this Amendment to the Professional Services Agreements.
5. The City of Coeur d’Alene will pay to Welch Comer & Associates, Inc., the amount set forth in paragraph 4 hereof. Monthly progress payments must be submitted by the 10<sup>th</sup> day of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month in accordance with paragraph 4 of Exhibit “A” hereto. Final payment shall be made thirty (30) days after completion of all work hereunder and acceptance by the City Council.

**CITY OF COEUR D’ALENE**

**WELCH COMER & ASSOCIATES, INC.**

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

By: \_\_\_\_\_  
Philip F. Boyd, President

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Lindsay Spencer, Contract Administrator

# Exhibit A

## Scope of Work – Amendment 2

Project Title: Four Corners Companion Projects

### 1. Specific Project Data

- 1.1. TITLE: Four Corners Companion Projects: Design, Bid, and Construction Phase Services
- 1.2. DESCRIPTION: Based on the Concept Plan dated November 2016, OWNER intends to construct the improvements generally depicted in the Concept Plan. Specifically, improvements will include the following (Area Numbering Matches the November 2016 Concept Plan):
  - A. Area #1 Plaza/Restroom/Open Space:  
Demolition of existing facilities, grading, water utility relocation, water and sewer services, coordination with dry utilities for relocation, landscaping, hardscaping, irrigation system, storm water management, site lighting and men's/women's single restroom facility.
  - B. Area #2 Pickleball/Futsal Courts:  
Demolition of existing facilities, grading (including size and location of contractor design MSE retaining walls), courts, fencing, landscaping, hardscaping, irrigation system, storm water management and site lighting.
  - C. Area #3 Open Space/Warm up Area:  
Demolition of existing facilities, grading (including size and location of contractor design MSE retaining walls along Park Drive), fencing, landscaping,
  - D. Area #4 Playground/Open Space:  
Demolition of existing facilities, grading, fencing, landscaping, hardscaping, irrigation, storm water management and site lighting.
  - E. Area #5 Skate Park:  
Grading to accommodate Owner provided skate park design, landscaping, irrigation, site lighting.
  - F. Area #6 N.W. Open Space  
Grading, landscaping, and irrigation.
  - G. Area #7 Commuter Trail:  
Plan and profile, grading and storm water management to incorporate the commuter trail segment from the NW end of the shared parking to River Ave.
  - H. Area #8 Picnic Shelter  
Site design for the picnic shelter (owner provided pre-manufactured design), surrounding landscaping, hardscaping, irrigation and lighting.
  - I. Area #9  
Demolition of existing fencing, dugouts and play field, field grading (including size and location of contractor design MSE retaining walls along Fort Grounds Drive) field layout and material cross section, irrigation system, storm water management and fencing.

### 2. Services of ENGINEER

- 2.1. ENGINEER will perform the services identified below for the project described in Section 1.2:
  - A. General Project Management
    1. ENGINEER will manage staff, schedule, and budget to maximize the OWNER's chances of a successful project. Should the project demand, ENGINEER shall reallocate resources, where possible, to benefit the project.

2. ENGINEER will conduct five meetings with the OWNER's. Two meetings will be held with the OWNER's steering committee, one meeting with the owner's Design Review Team and two meetings with the OWNER's staff. This scope of work assumes that no public meetings are necessary.
3. ENGINEER will coordinate with the dry utilities (Avista, Spectrum, Frontier, et.al) to coordinate necessary relocation of dry utilities. OWNER is responsible for all fees and relocation costs.
4. ENGINEER will coordinate with City water, wastewater and storm water utilities to incorporate voluntary modifications/improvements to their systems. OWNER is responsible for all design and construction costs if the City utilities desire modifications/improvements. No required utility modifications/improvements are anticipated to be triggered by this project.
5. ENGINEER will coordinate with the skate park designer to incorporate their documents into the OWNER's bid documents.
6. ENGINEER will prepare exhibits and project descriptions suitable for OWNER's use in public relations communications.

#### B. Final Design Documents

1. Engineer Shall:
  - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the work to be performed and furnished by Contractor.
  - b. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  - c. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  - d. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  - e. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  - f. Prepare or assemble draft bidding-related documents, based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  - g. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Final Design Phase deliverables, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  - h. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related, and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner.



2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents, and any other Final Design Phase deliverables.

#### C. Bid Phase Services

1. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - d. Consult with Owner as to the qualifications of prospective contractors, subconsultants, and suppliers.
  - e. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents prior to award of contracts for the Work.
  - f. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  - g. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  - h. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

#### D. Construction Phase Services

1. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
  - a. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in City of Coeur d'Alene Standard General Conditions of the Construction Contract (2012 Update to the Idaho Standards for Public Works Construction (ISPWS)), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to

Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority.
- c. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Construction Staking: Baselines and Benchmarks*: As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - ii. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design

professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- l. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- m. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- n. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- o. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities,

and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
  - i. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - ii. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- t. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - i. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract

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

- ii. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ("Notice of Acceptability of Work") that the Work is to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. The Engineer's fee is based on an assumed construction duration of 65 working.

### **3. OWNER's Responsibilities**

#### 3.1. Owner shall:

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

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

- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- M. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of Engineer.
- N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- O. Place and pay for advertisement for Bids in appropriate publications.
- P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- R. Authorize Engineer to provide Additional Services, as required.

#### **4. Payments to ENGINEER for Services**

##### 4.1. OWNER shall pay ENGINEER as follows:

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

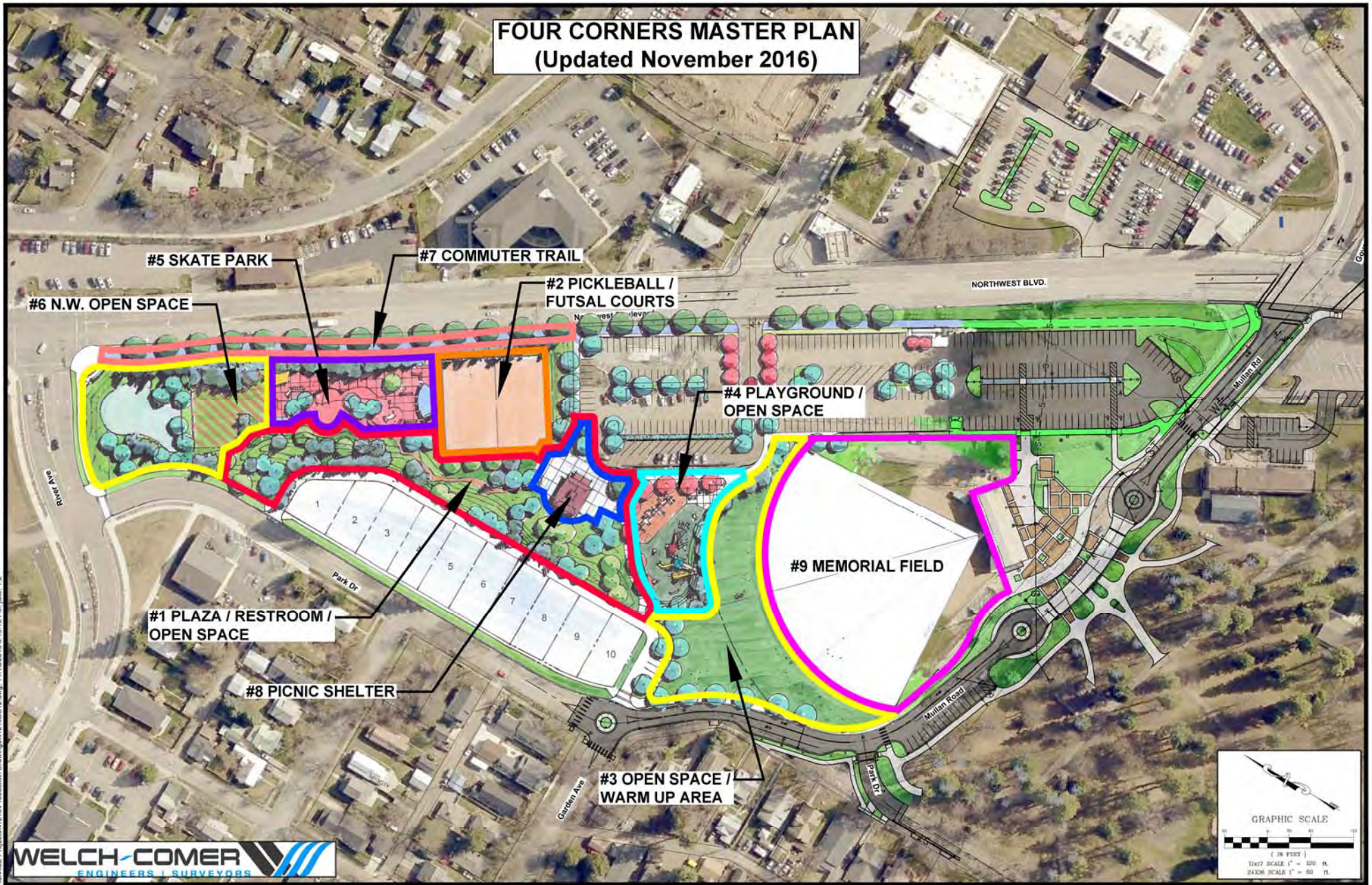


<b>Task</b>	<b>Fee Amount</b>
Design Phase	\$175,600
Bid Phase	\$7,720
Construction Phase Services	\$102,700
Construction Staking	\$47,000

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



# FOUR CORNERS MASTER PLAN (Updated November 2016)



N:\City\3D\Projects\41215\Production Drawings\41215\0512.dwg, 11/10/2016 3:19:19 PM, Jula, 1:2





## GENERAL SERVICES STAFF REPORT

**DATE:** 01/09/17  
**FROM:** Monte McCully, City of Coeur d'Alene Trails Coordinator  
**SUBJECT:** 2017 Trails and Bikeways Master Plan

---

### **DECISION POINT:**

The Coeur d'Alene Parks Department is requesting General Services recommend to City Council the adoption of the 2017 Trails and Bikeways Master Plan.

### **HISTORY:**

The Coeur d'Alene Parks Department adopted the current Trails and Bikeways Master Plan in 2010. There have been many changes to the city since then and an update to the plan was needed. The Coeur d'Alene Ped/Bike Committee and the Parks Department partnered on coming up with the recommendations and changes that would go in this plan and the 2017 update to the Trails and Bikeways Master Plan has been completed. This plan inventories all trails and bikeways facilities as well as provides suggested recommendations for future trails and trail connectivity. The community is seeking safer ped/bike corridors that connect neighborhoods to schools, parks, and other points of interest.

The draft master plan can be found here:

<http://www.cdavid.org/3197/departments/parks/draft-2016-trails-and-bikeways-master-plan-update->

### **FINANCIAL ANALYSIS:**

Adopting the plan does not obligate the City to allocate funds for implementation of the plan. When a project is identified it is either funded by applying for grants, requiring new annexations and developments to put in facilities or requesting it be put in the budget for the following year.

### **PERFORMANCE ANALYSIS:**

Adopting the Bikeways and Trails Master Plan will provide a blueprint for pedestrian and bicycle facilities for the next five years.

### **DECISION POINT/ RECOMMENDATION**

The Coeur d'Alene Parks Department is requesting General Services recommend to City Council the adoption of the 2017 Trails and Bikeways Master Plan.

# All Proposed Trails and Bikeways



## Legend

- Proposed Multi-Use Path
- Proposed On-Street Bike Lanes
- Proposed Shared Roadways
- Proposed Bike Routes
- Proposed Bike Boulevards
- Proposed Water Trails
- Proposed Hiking Trails
- Proposed Mountain Bike Trails
- Trail Heads Proposed
- Interstate
- Highway 95
- City Parks
- City Limits
- Impact Boundary



**CITY COUNCIL  
STAFF REPORT**

**DATE:** 1/17/2017  
**FROM:** Monte McCully, City of Coeur d'Alene Trails Coordinator  
**SUBJECT:** Seal Coating/Repairing Centennial

---

**DECISION POINT:**

The Coeur d'Alene Parks Department is requesting City Council approval for the Parks Department to apply for a Recreational Trail Programs grant to repair and seal coat the Centennial Trail.

**HISTORY:**

The Centennial Trail was seal coated in 2005 and again in 2012. Our Centennial Trail management plan recommends seal coating the trail every 5 or 6 years. Some tree root damage has occurred along the Centennial Trail and cracks have appeared making some areas of the trail difficult to use. Those areas will be repaired during this process and the entire 23 miles of trail will be seal coated. In the early 1990's a Joint Powers Board was created to manage and oversee the Centennial Trail. Three entities make up the Joint Powers Board; Kootenai County, Post Falls and Coeur d'Alene. Each of those entities contributes \$7,500 annually to the Joint Powers for capital improvements on the trail. Those funds are allowed to accrue in order to cover large expenses. Kootenai County holds and manages the funds through their finance department. The Joint Powers funds will be used as part of the match for the state and federal grant. The North Idaho Centennial Trail Foundation will provide the rest of the match.

**FINANCIAL ANALYSIS:**

The funds for the Centennial Trail project will come from the following sources;

Joint Powers:	\$50,000.00
North Idaho Centennial Trail Foundation:	\$12,000.00
RTP (Recreation Trails Grant State/Federal)	<u>\$147,000.00</u>
<b>Total:</b>	<b>\$209,000.00</b>

**PERFORMANCE ANALYSIS:**

The combined effort of the agencies and the trail foundation is to protect and preserve the trail by combining their collective resources to accomplish the task. The City of Coeur d'Alene is applying for the grant, as well as administering the grant and the contract work. We will monitor the work and forward payment requests on to the Joint Powers Board for progress payments.

**DECISION POINT/ RECOMMENDATION**

The Coeur d'Alene Parks Department is requesting City Council approval for the Parks Department to apply for a Recreational Trail Programs grant to repair and seal coat the Centennial Trail.

## MEMORANDUM

DATE: January 4, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: APPROVAL OF AMENDMENTS TO CONTRACTS WITH DIAMOND PARKING AND SCHAFFER'S TOWING ACKNOWLEDGING NEW WORK UNDER THE SCOFFLAW PARKING PROGRAM

---

**DECISION POINT:** To approve amendments with Diamond Parking and Schaffer's Towing recognizing new work regarding the Scofflaw Program related to unpaid parking tickets.

**HISTORY:** The City Council approved the Scofflaw Program via Ordinance No. 3554 at its December 20, 2016 meeting. The program calls for an immobilization device to be placed on a vehicle with four or more unpaid parking tickets that remain unpaid beyond 45 days. This is new work not currently contracted for with Diamond Parking, our enforcement entity, or with Schaffer's Towing, which we contract with for towing services.

The attached contract amendments recognize this new work. As discussed at the December 20, 2016 meeting, Diamond will place the boot on a qualifying vehicle, and Schaffer's will remove the device once a motorist provides receipt confirmation that they have paid all outstanding fines and administrative costs.

The Parking Commission unanimously recommended approval of the amendments at its January 3, 2017 meeting.

**FINANCIAL:** Diamond's amendment calls for \$185 per month to be added to their contract for administration of the booting program and \$45 per boot. Schaffer's will be paid \$65 for each boot removed. Per the Scofflaw Ordinance, these costs will be borne by the Scofflaw motorist. The \$185 for Diamond will be captured through a \$10 administrative fee charged to the motorist, estimating that 20 vehicles per month will be booted.

**DECISION POINT/RECOMMENDATION:** Staff recommends that City Council approve amendments with Diamond Parking and Schaffer's Towing recognizing new work regarding the Scofflaw Program related to unpaid parking tickets.

**AMENDMENT No. 1 TO PARKING AGREEMENTS**

THIS AMENDMENT is made this 17<sup>th</sup> day of January, 2017, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, or its assignee, hereinafter referred to as the "City," and **Diamond Parking, Inc.**, a Washington corporation, with its principal place of business at 605 First Avenue, Suite 600 Seattle, Washington 98104-2224, hereinafter referred to as the "Parking Administrator," amending those certain Agreements entitled "On-Street Parking Agreement," "Public Parking Lot Management Agreement for the McEuen Parking Facility and 3<sup>rd</sup> Street Boat Launch," and "Public Parking Lots Management Agreement," all entered into on the 15<sup>th</sup> day of December, 2015, pursuant to Resolution No. 15-069, by and between the same parties as follows:

1. The City has enacted a Scofflaw Ordinance (hereinafter referred to as the "Ordinance") and requested that the Parking Administrator enforce said Ordinance.
2. Among the provisions of the Ordinance is authorization to immobilize the vehicles of parking violators, under certain circumstances as outlined in the Ordinance, by use of a boot or other device.
3. The City shall provide boots or other immobilization devices to the Parking Administrator to carry out the purposes of the Ordinance.
4. The Parking Administrator shall affix the boot or other immobilization device when allowed by the Ordinance and in accordance with the manufacturer's instructions and specifications, in any lot or facility covered by any of the aforementioned Agreements.
5. The City shall compensate the Parking Administrator in the amount of \$45 for each immobilization completed and \$185 per month for overall administration of the program.
6. The City shall hold harmless and indemnify the Parking Administrator, its officers, agents, and employees from and against any and all claims for damages or liability arising out of the enforcement of the Ordinance, including costs and expenses, unless the actions of the Parking Administrator, its officers, agents, or employees violate the provisions of the Ordinance and such violation constitutes a proximate cause of the damage or liability claimed. The City shall not hold harmless and indemnify the Parking Administrator for use of an immobilization device contrary to manufacturer instructions which proximately causes damage.
7. In all other respects the Agreements of December 15, 2015, shall remain in full force and effect.

**CITY OF COEUR D'ALENE**

**DIAMOND PARKING, INC.**

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

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

ATTEST:

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

By: \_\_\_\_\_  
Its: Secretary

**AMENDMENT # 1 TO AGREEMENT BETWEEN  
THE CITY OF COEUR D'ALENE AND SCHAFFER'S TOWING, LLC.**

WHEREAS, the above-named parties entered into an Agreement on January 5, 2016, pursuant to Resolution No. 16-001, whereby the City contracted with Schaffer's Towing to provide vehicle towing services for the City, pursuant to the terms and conditions set forth in that Agreement; and

WHEREAS, the City has adopted an Ordinance which allows the immobilization of Scofflaw vehicles, as defined therein; and

WHEREAS, under the Ordinance, vehicles that have been immobilized may be towed under certain circumstances; and

WHEREAS, the parties concur that the existing Agreement between the parties should be amended to clarify that the towing services necessary in conjunction with the immobilization of Scofflaw vehicles may be performed by Schaffer's Towing for an agreed fee.

NOW, THEREFORE, the parties mutually agree to the following amendments to the January 5, 2016, Agreement as follows:

1. Paragraph 3, Definitions, is amended by the addition of the following definition:

*Immobilized Vehicle:* A vehicle which has been immobilized pursuant to Chapter 10.30 of the Municipal Code.

2. Paragraph 4, Duties/Location, is amended by the addition of the following:

Services provided under this Amendment shall include removal of any immobilization device, such as a "boot," upon confirmation from the City that any unpaid parking fines, fees, and civil penalties have been collected in full. Tow Company shall remove immobilization devices in accordance with manufacturer's instructions and preserve the device until retrieved by the City or its agent.

Private preference tow shall not be available when an Immobilized Vehicle is towed.

3. Paragraph 5, Towing Fees, is amended with the addition of a new sub-paragraph (E) as follows:

E. Immobilization Device: Tow Company agrees that it will charge no more than sixty-five dollars (\$65.00) for the removal of an immobilization device.

4. In all other respects, the terms and conditions of the January 5, 2016, Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and Schaffer's Towing, LLC, whose address is 625 W. Dalton Avenue, Coeur d'Alene, ID 83815, has caused the same to be executed.

DATED THIS 17<sup>th</sup> day of January, 2017.

**CITY OF COEUR D'ALENE**

**SCHAFFER'S TOWING**

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

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

ATTEST:

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

**GENERAL SERVICES  
M E M O R A N D U M**

DATE: JANUARY 4, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR  
SHERRI WASTWEET, PAC GRANT PROGRAMS ADMINISTRATOR

RE: CITIZEN PARTICIPATION PLAN UPDATE

---

**DECISION POINT:**

To approve the updated Citizen Participation Plan.

**HISTORY:**

In 2015 the U.S. Department of Housing and Urban Development (HUD) updated the rules regarding Affirmatively Furthering Fair Housing. HUD has released the final rule to equip communities that receive HUD funding with the data and tools that will help them to meet these long-standing fair housing obligations in their use of HUD funds.

HUD is now requiring that the City of Coeur d'Alene complete a new Assessment of Fair Housing Plan (AFP). The updated AFP will be due July 3, 2018, which is 270 days prior to the beginning of program year April 1, 2019. By updating the Citizen Participation Plan, the City is fulfilling the first step in this process. The City must hold a minimum of 3 meetings for public input during the creation of the new AFP.

**DECISION POINT/RECOMMENDATION:**

To approve the updated Citizen Participation Plan.

## **CITIZEN PARTICIPATION PLAN**

### **Purpose**

The purpose of the Citizen Participation Plan is to set forth the City of Coeur d'Alene's procedure for citizen participation. This Plan applies to the City's use of U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) funds. The Plan will provide information that outlines the steps to be taken to assure that its citizens have an opportunity to participate and contribute ideas in the development of CDBG related items/publication. The Citizen Participation Plan was drafted in accordance with Sections 91.100, 91.105, and 91.505.

### **Citizen Involvement**

This Plan provides for and encourages all citizens of the community, public and community agencies, minorities, persons with special needs and/or persons who are often underrepresented in public process, specifically low and moderate-income persons, and persons residing in neighborhoods where CDBG funds are proposed such as those that are considered slum and blight areas, and persons who are homeless, to participate in:

- Development of a Five-Year Consolidated Plan;
- Annual Action Plans;
- Consolidated Annual Performance & Evaluation Reports (CAPER);
- Substantial amendments to a Consolidated Plan and/or Action Plan;
- Citizen Participation Plan amendments; and
- Assessment of Fair Housing Plan.

### **Public Meetings**

The City considers any regular or special meeting of City Council and/or any public forum conducted for the purposes of obtaining citizens' views and to respond to proposals and questions as meeting the public hearing requirements under HUD's Consolidated Plan regulations.

The City will conduct at least two (2) public hearings during the plan year which will occur at two different stages in the program year. Together, the hearings will address housing and community development needs, development of proposed activities, and review of program performance.

**Consolidated Plan/Annual Action Plan** – During the development of the five-year **Consolidated Plan** approximately three (3) public forums will be held in various locations throughout the City, with an emphasis on low and moderate income areas. A minimum of one forum will be held before the proposed Consolidated Plan is published for comment. One forum will be held during the day to accommodate persons with disabilities, seniors, and others who have

limited ability to attend evening meetings. Thereafter, for the **Annual Action Plans** prepared each year of the Consolidated Plan, one (1) public forum will be held to inform residents of how CDBG funds were used in past program years and to obtain citizen input about current needs and spending priorities. This forum will be held before the Action Plan is published for comment.

Prior to the final adoption of the Consolidated Plan/Annual Action Plan a meeting will be held before the City Council to present the Consolidated Plan goals, proposed activities, the estimated annual funding the City expects to receive, and the expected beneficiaries. This meeting will be held during the thirty (30) day public comment period.

**Consolidated Annual Performance and Evaluation Report (CAPER)-** A public hearing will be held for the purpose of obtaining citizens' comments on the Consolidated Annual Performance and Evaluation Report (CAPER) and can be combined to address current housing and community development needs in the development of the Consolidated Plan and/or Action Plan. This hearing may be held during the CAPER fifteen (15) day public comment period.

**Assessment of Fair Housing Plan (AFH)** – The City of Coeur d'Alene is Affirmatively Furthering Fair Housing by establishing fair housing goals, through the development of a Fair Housing Plan. During the development of the AFH, approximately 3 public forums will be held in various locations throughout the City, with an emphasis on low and moderate income areas. These forums may be held in conjunction with the Consolidated Plan update. At least one forum will be held during the day to accommodate person with disabilities, seniors, and others who have limited ability to attend evening meetings. Prior to the final adoption of the AFH a meeting will be held before the City Council to present the Assessment of Fair Housing Plan. This meeting may be held during the thirty (30) day public comment period.

The City will provide appropriate materials, equipment, and interpreting services to facilitate the participation of non-English speaking persons and persons with visual and/or hearing impairments, with at least seven (7) days advance notice prior to the meeting date.

## **Notification**

*Public Meetings - notices* will be published at least two (2) weeks in advance of any public meeting date. The City will advertise through notice in the local newspaper of record (Coeur d'Alene Press). The notice shall provide sufficient information regarding the subject of the meeting to permit informed comments from the public.

Other forms of notification to citizens of public meetings may include distribution by means of e-mails, brochures, personal contact with agencies and advocates, announcements on the City's website, CDATV channel, and press releases.

*Comment Periods – notices* will be published to coincide with the commencement date of the comment period. The notice shall include a summary description of the documents content and purpose and list locations where full copies are available for examination. Notices of comment periods will also be sent by mail or email to citizens or groups who attended any of the CDBG forums or public hearings.

## **Location**

*Public Forums* will be held at various locations to ensure easy access to the community. The following are possible locations: the Police Station to the North, City Hall to the South, Fire Station 3 to the East, Lake City Center to the West. Additional locations may include the Kroc Community Center (North), the Library (South), Head Start Center (East), Fire Station 4 (North) and North Idaho College (West).

All public meetings will be held in locations accessible to low and moderate income residents, potential and actual beneficiaries, and people with disabilities.

## **Public Comment**

The City will make available in draft form the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, the CAPER, the Assessment of Fair Housing Plan and substantial amendments for citizens' review and comments. Full copies of these documents will be made available at City Hall and posted on the City's website at <http://www.cdavid.org/78/departments/municipal/community-development-block-grant>. Summary descriptions will be included in the published comment period notice.

*Comment periods:*

**30-days:** No less than thirty (30) days for the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing Plan, and any substantial amendments.

**15-days:** No less than fifteen (15) days for the Consolidated Annual Performance and Evaluation Report (CAPER).

Comments or views of citizens both in writing or orally at public hearings will be considered in the development of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, CAPER, Assessment of Fair Housing Plan, and any related substantial amendments. A summary of the comments and a summary of comments not accepted and the reasons for dismissal will be attached to the final documents.

## **Limited English Proficiency (LEP)**

The City of Coeur d'Alene adopted a Limited English Proficiency (LEP) Plan in 2010 which provides the following guidance:

Although there is a very low percentage in the City of Coeur d'Alene of LEP individuals, that is, persons who speak English "not well" or "not at all," the city will address the LEP need as a reasonable accommodation.

The Policy includes that the City staff take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communication in English.

The following resources will be available to accommodate LEP persons:

1. Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time-period.
2. Language interpretation will be accessed for all other languages through a telephone interpretation service.

### **Amendments**

Occasionally, circumstances warrant amendments to the Consolidated Plan. Amendments are defined as follows:

1. A change in allocation priorities or a change in the method of distribution of funds;
2. Carrying out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
3. Change in the purpose, scope, location or beneficiaries of an activity.

Amendments as noted above shall be provided to HUD prior to the end of the program year.

### **Substantial Amendments**

Recognizing that changes may be necessary to the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing Plan and related documents, HUD allows for these amendments. The following criteria shall constitute a substantial amendment.

Any change in use of CDBG funds from one eligible activity to another, that involves an increase or decrease of funding of any approved activity, or project that is greater than twenty percent (20%) of the annual allocation.

Any changes to the AFH Plan shall be considered Substantial and shall follow the formal Substantial Amendment Process due to a material change in circumstances in the City that affects the information on which the AFH is based, to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. A Substantial Amendment to the AFH plan will occur when any of the following criteria are met:

- A goal must be added due to new information
- A goal must be removed due to new information
- A natural or man-made disaster has re-directed City resources for an extended period of time – 2 years or more.

A public notice is required for all substantial amendments. The notice will give a summary description of the proposed amendment and list locations where full copies of the document are available for examination. A summary of the comments, and a summary of comments not accepted and the reasons for dismissal will be attached before the documentation is submitted to HUD for review and approval.

### **Assessment of Fair Housing Plan**

The City is required to Affirmatively Furthering Fair Housing, which will be met through the establishment and updating of a Fair Housing Plan to include goals for the 2018 – 2022 program years.

HUD has set out four clear fair housing goals for all communities to ensure greater opportunities for all Americans:

- 1) Reduce segregation, and build on the nation’s increasing racial, geographic, and economic diversity.
- 2) Eliminate racially and ethnically concentrated areas of poverty.
- 3) Reduce disparities in access to important community assets such as quality schools, job center, and transit.
- 4) Narrow gaps that leave families with children, people with disabilities, and people of different races, colors, and national origins with more severe housing problems, a.k.a. disproportionate housing needs.

The public, residents, public agencies, stakeholders, and other interested parties will have access to any HUD-provided data and other supplemental information the City plans to incorporate into its Assessment of Fair Housing (AFH) at the start of the public participation process, or as soon as feasible after. The City may make HUD provided data available to the public by cross-referencing to the data on the HUD website.

City staff meets with stakeholders and community groups to review HUD data tables and HUD maps to develop the Assessment of Fair Housing Plan goals. The process of conducting the Assessment of Fair Housing will be completed in accordance with policies and procedures described in 24 C.F.R §§ 903.13, 903.15, 903.17, and 903.19 and will obtaining feedback from the stakeholders and community for addressing complaints.

Public comments will be considered and included in as applicable into the final Assessment of Fair Housing (AFH) Plan.

### **Access to Records**

Citizens, stakeholders, public agencies, or other interested persons will be granted timely access to information and records relating to the City’s Consolidated Plan and the City’s use of federal funds covered by this document during the preceding five (5) years.

Copies of the Consolidated Plan as adopted, Annual Action Plan, AFH Plan, substantial amendments, and the Consolidated Annual Performance and Evaluation Report (CAPER) will be available for review in the Administration Department of the City and are also available for download in an electronic version, at no cost, from the City's web site at <http://www.cdaid.org/78/departments/municipal/community-development-block-grant>.

### **Citizen Participation List**

An electronic distribution mailing list known as the Citizen Participation List shall be the primary method of notifying interest persons of CDBG program activities. Interested persons who do not have access to electronic notifications will be mailed paper notices via the postal system. The Citizen Participation list is made up of members of the stakeholders list, representatives of government agencies, community planning organizations, public housing developments, neighborhood associations, all persons who have submitted project proposals in the last project proposal cycle, and any persons requesting to be placed on the mailing list and email distribution list.

### **Complaint Procedures**

The City will provide a substantive written response to all written citizen complaints related to the Consolidated Plan, Annual Action Plan, AFH Plan, Substantial Amendments, and the CAPER within fifteen (15) working days of receiving the comments and complaints. Written complaints must clearly state the complainant's name, address, and zip code. A daytime telephone number should also be included in the event further information is needed. If a response cannot be prepared within a fifteen (15) day period, the complainant will be notified of the approximate date of when a response can be provided.

### **Consultation with Organizations and City Agencies**

When preparing the Consolidated Plan, Annual Action Plan, AHF Plan and related documents, the City will actively consult with public and private agencies that provide housing, health, and social services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons) in order to ensure that the interests and needs of all groups are being adequately addressed. Additionally, the City shall consult with state and local health and child welfare agencies regarding data related to lead based paint hazards and poisonings including health department data on the addresses of housing units in which children have been identified as lead poisoned. The consultation will occur through the regional forums, interviews and/or focus groups. At least one focus group or series of interviews with relevant stakeholders will be conducted during the creation of the Consolidated Plan, Annual Action Plan and AFH Plan.

### **Technical Assistance**

The City, through its Administration Department and/or designated consultant, will also provide technical assistance to individuals and organizations representing low, very low and extremely low income people, who are interested in submitting a proposal to obtain funding for an activity. Such assistance may include offering application guidance, information resources, and trainings



regarding the funded programs, but will not include preparing proposals on behalf of such individuals or organizations, nor may it provide any assurances that activities discussed will receive funding under an Action Plan as a result of the City's provision of technical assistance.

**Policy to Minimize Displacement**

The City will make every reasonable effort to avoid displacement. Where that is not possible, every effort will be made to minimize the number of persons displaced by activities funded through the federal resources described in the City's Consolidated Plan and Annual Action Plans. In the event that a person is displaced in undertaking an activity, assistance will be offered in accordance with the City of Coeur d'Alene Anti-Displacement Resolution (Res. No. 04-011), which is on file in the City Clerk's office. The City adheres to the Federal Uniform Acquisition and Relocation Assistance Act.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 9, 2017  
**FROM:** Dion Holton, Utility Supervisor, Water Department  
**SUBJECT:** Request to declare used chlorine “A” repair kit as surplus property.

---

**DECISION POINT:**

Water Department Staff requests that Mayor and Council declare a 150 pound Chlorine “A” Repair Kit surplus property and authorize Water Department Staff to donate it to the Kootenai County Fire Department for use with their HAZMAT Team.

**HISTORY:**

The 150# Chlorine Cylinder Repair “A” Kit was needed to have on hand in case of a breached or leaking 150 pound chlorine cylinder. The Water Department has changed over to “On-Site” chlorine generation for chlorination of water. Gas Chlorinators that used the 150 pound cylinders are no longer used. The Water Department no longer has any 150# chlorine cylinders in inventory.

Water Department staff has inquired with the City Fire and Wastewater Departments, neither has use for the repair kit. The Fire Department Does not have a Hazmat Response Team and Wastewater uses one ton cylinders that require a “B” repair kit.

**FINANCIAL ANALYSIS:**

The 150 pound Chlorine Repair “A” Kit was purchased approximately 15 years ago. The Water Department has never used it. Staff has loaned the kit out to the Kootenai County Fire Department Hazmat Team twice for chlorine cylinder leaks in Priest River and Sandpoint. The last time it was opened was in 2009. If the kit was taken to auction it is estimated at scrap value likely to bring less than \$50.00. The potential use by the KCFD HAZMAT Team can save property and potentially lives which is invaluable to the County.

**PERFORMANCE ANALYSIS:**

The Declaration of this Chlorine Repair “A” Kit surplus will not affect the City’s customers in any way with regards to a financial impact or customer service as we no longer need or use the kit.

**DECISION POINT/RECOMMENDATION:**

Water Department Staff requests that the Public Works Committee recommends a motion by City Council to declare this 150# Chlorine Cylinder Repair Kit surplus and donate it to Kootenai County Fire Department..



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 9, 2017  
**FROM:** Kyle Marine, Assistant Water Superintendent  
**SUBJECT:** Approval of purchase of 1 new utility vehicle

=====

**DECISION POINT:** Staff requests Council approval for the purchase of one new work vehicle from Parker Lincoln Ford to replace one old utility vehicle.

**HISTORY:** The Water Department has an established annual rolling stock replacement program designed to continually update the fleet, provide as much versatility as possible, and most importantly, meet the safety needs of rapidly changing work loads and our work environment. Utility vehicle fleets should meet or exceed the standard efficiency requirements of our industry and must evolve to provide the ultimate service at the lowest operating costs possible. The plan provides for vehicle and equipment replacement after 10 years or 100,000 miles of service life, depending on severity of duty. As part of this ongoing plan, staff is proposing to replace one pickup. Vehicle # 705 is a 2007 Ford F150 with 101,829 miles was used previously as the service truck and transferred to weekend and evening standby duty as well as a backup for Service Division operations. This vehicle would be made available to General Fund departments for replacements if desired for the cost of the proposed trade in value which is \$7,500.

**FINANCIAL ANALYSIS:** The Water Department has budgeted \$40,000 for vehicle replacement for fiscal year 2016-17. As a basis on which to compare local quotes, staff reviewed the 2016 Idaho State Vehicle Contract. The 2016 State Contract was essentially an extension of the 2015 Contract with some allowed inflationary and model change adjustments. Goode Motor (Ford) was the lowest State bid for a ½ ton Truck extended cab 4x4. Staff also solicited quotes directly from local dealers such as Parker Lincoln Ford, for the opportunity to match the price. Staff proposes to purchase a 2017 F-150 4WD Super cab 145” XL from Parker Lincoln Ford. The State Contract prices used for comparison reflect an additional 1.5% (\$350.96) administrative fee required for purchasing through the State Contract that we will save by buying local. Staff has also had Parker Ford list additional options on the quote which we normally add onto the vehicle after it is purchased. By purchasing the options from Parker Ford the city saves additional time and money and will have only one distributor for warranty issues. Staff is working with the Ford dealership to provide additional accessories in one complete warranted package for a final price of \$28,794 which previously would have been purchased separately.

**PERFORMANCE ANALYSIS:** Utilizing the State Bid to establish purchasing criteria offers several advantages for the City. Specifically, the State Bid has already performed all of the administrative work required to bid, evaluate and award contracts to Chevrolet, Chrysler/Dodge, Ford and GMC vendors statewide. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves at least 10 to 15 hours in staff time and offers the most cost effective and quality vehicles to the City. The City can use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible. The lowest bid was the State Bid vendor and fortunately a local vendor will match that price.

**DECISION POINT/RECOMMENDATION:** Staff requests Council approval for the purchase of one utility vehicle at a cost of \$28,794 for the Water Department from Parker Lincoln Ford for the budgeted rolling stock replacement program.

**PRICE REASONABLENESS  
ANALYSIS AND DOCUMENTATION  
FOR  
PROCUREMENT OF SERVICES OR PERSONAL PROPERTY**

**To: Finance Department**  
**From: CDA Water Dep**  
**Date: 2017**

**Background.** These price reasonableness procedures apply to the procurement of services and personal property over \$25,000 including vehicles. By Idaho statute, unless the purchase meets a stipulated exception, formal bidding is required for items over \$50,000. Purchases between \$25,000 and \$50,000 are normally made by obtaining 3 competitive quotes. In some cases, a sole source justification can be presented to document the purchaser's rational why obtaining 3 quotes was not possible.

**Required Action.** For all purchases between \$25,000 and \$50,000 this form will be used to document price reasonableness. This form shall be submitted with payment invoicing. To document price reasonableness, this form shall also accompany invoicing for any purchase over \$50,000 when price was not obtained through competitive bidding (e.g., sole source justification, purchase off of a state, federal or another agency open procurement).

**PRICE REASONABLENESS DETERMINATION**

**Item Description** for the purchase New F-150 and options.

**In Financial Plan?**             **Yes**     **No**    (Circle)

**Budget Amount in Financial Plan**    \$40,000  
2017 F-150                                    \$23,397  
**Purchase (invoice) Amount:**            **\$28,794**

Options 1: Power equipment package	\$1,170
Option 2: Rear hitch & Wiring	\$ 95
Option 3: Ford factory seat covers	\$ 328
Option 4: weather tech floor liners	\$ 100
Option 5: 5.0 V8 engine	\$1,595
Option 6: ARE Commercial canopy	\$2,109
<b>Total without trade in</b>	<b>\$28,794</b>
Option 7: 2007 Ford F-150 Trades in	<u>(\$7,500)</u>
<b>Total with trade in</b>	<b>\$21,294</b>

**Competitive Quotes Obtained? If so:**

Proposed Vendor's Price:	\$23,397	vendor name: Parker Ford
2 <sup>nd</sup> Vendor Price:	\$23747.96	vendor name: Goode Motor-ford
3 <sup>rd</sup> Vendor Price:	\$24,886	vendor name: Silver Creed -Ram

**For used vehicles, document Kelly Blue Book value (see [www.kbb.com](http://www.kbb.com)): \$**

---

**If Competitive Quotes Not Obtained, Provide Price Reasonableness Analysis:**  
Vendor #3 could not meet specs for a Pin system.



## City of Coeur d' Alene Water Dept.

\$23,397.00 2017 FY Idaho State bid for base truck  
with XL trim and Gasoline engine  
**Agency requested additional charge options**

\$1,170.00 Power equipment package

\$95.00 Rear hitch & wiring

\$328.00 Ford Factory seat covers

\$100.00 Weather tech floor liners for front row

\$1,595.00 5.0 V8 engine & transmission

\$2,109.00 ARE Commercial canopy

**(\$7,500.00)** 2007 Ford F150 trade value

**\$21,294.00** *Total out the door*



**GOODE MOTOR- FORD**  
 All vehicles to be bid with Mfg standard equipment for that model with the exception of flex fuel engine options where available.

Item	Model Code	Model Year	Fuel	Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost	AREA C Final Cost
------	------------	------------	------	--------------------	--------------------	-----------------------------	------------------------	------------------------	------------------------	-------------------	-------------------	-------------------

**Group 1**

Item	Model Code	Model Year	Fuel
F-1	P4A	2017	GAS
F-2	P3E	2017	GAS

**GROUP 2**

Item	Model Code	Model Year	Fuel
F-3	P0G	2017	GAS
F-4	P0U	2017	HYBRID

**Group 3**

Item	Model Code	Model Year	Fuel
F-5	P2D	2017	GAS
F-6	P2H	2017	GAS

**Group 1**

Item	Model Code	Model Year	Fuel
F-7	P5A	2016	HYBRID
F-8	K3G	2017	GAS
F-9	K4G	2017	GAS
F-10	K5B	2016	GAS
F-11	K6C	2016	GAS
F-12	U0F	2017	GAS
F-13	U9G	2017	GAS
F-14	K7B	2017	GAS
F-15	K8B	2017	GAS
F-16	U1F	2017	GAS
F-17	U1G	2017	GAS

**Group 2**

Item	Model Code	Model Year	Fuel
F-18	F1C	2017	GAS
F-19	F1C	2017	GAS
F-20	X1C	2017	GAS
F-21	X1C	2017	GAS
F-22	W1C	2017	GAS
F-23	W1C	2017	GAS
F-24	F1E	2017	GAS
F-25	F1E	2017	GAS
F-26	X1E	2017	GAS
F-27	X1E	2017	GAS
F-28	W1E	2017	GAS
F-29	W1E	2017	GAS

**Group 3**

Item	Model Code	Model Year	Fuel
F-30	F2A	2017	GAS
F-31	X2A	2017	GAS
F-32	X2A	2017	GAS

				\$ 13,018.00	\$ 875.00	\$ 650.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 13,441.00	\$ 13,251.00	\$ 13,291.00
				\$ 15,381.00	\$ 875.00	\$ 1,700.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 14,754.00	\$ 14,564.00	\$ 14,604.00
				\$ 19,795.00	\$ 875.00	\$ 3,400.00	\$ -	\$ 8.00	\$ 48.00	\$ -	\$ 17,278.00	\$ 17,318.00
				\$ 23,396.00	\$ 875.00	\$ 900.00	\$ -	\$ 8.00	\$ 48.00	\$ -	\$ 23,379.00	\$ 23,419.00
				\$ 24,558.00	\$ 875.00	\$ 4,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 20,831.00	\$ 20,641.00	\$ 20,681.00
				\$ 28,327.00	\$ 875.00	\$ 4,000.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 25,400.00	\$ 25,210.00	\$ 25,250.00
				\$ 21,283.00	\$ 875.00	\$ 800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 21,556.00	\$ 21,366.00	\$ 21,406.00
				\$ 25,935.00	\$ 895.00	\$ 2,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 24,828.00	\$ 24,638.00	\$ 24,678.00
				\$ 27,434.00	\$ 895.00	\$ 2,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 26,327.00	\$ 26,137.00	\$ 26,177.00
				\$ 26,212.00	\$ 895.00	\$ 1,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 25,505.00	\$ 25,315.00	\$ 25,355.00
				\$ 30,277.00	\$ 895.00	\$ 1,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 29,570.00	\$ 29,380.00	\$ 29,420.00
				\$ 21,102.00	\$ 895.00	\$ 2,900.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 19,295.00	\$ 19,105.00	\$ 19,145.00
				\$ 23,946.00	\$ 895.00	\$ 2,900.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 22,139.00	\$ 21,949.00	\$ 21,989.00
				\$ 27,978.00	\$ 945.00	\$ 4,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 24,921.00	\$ 24,731.00	\$ 24,771.00
				\$ 29,908.00	\$ 945.00	\$ 4,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 26,851.00	\$ 26,661.00	\$ 26,701.00
				\$ 37,027.00	\$ 1,195.00	\$ 6,900.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 31,520.00	\$ 31,330.00	\$ 31,370.00
				\$ 39,618.00	\$ 1,195.00	\$ 6,900.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 34,111.00	\$ 33,921.00	\$ 33,961.00
				\$ 23,597.00	\$ 1,195.00	\$ 5,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 19,190.00	\$ 19,000.00	\$ 19,040.00
				\$ 23,863.00	\$ 1,195.00	\$ 5,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 19,456.00	\$ 19,266.00	\$ 19,306.00
				\$ 27,181.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 20,374.00	\$ 20,184.00	\$ 20,224.00
				\$ 28,160.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 21,353.00	\$ 21,163.00	\$ 21,203.00
				\$ 29,348.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 22,541.00	\$ 22,351.00	\$ 22,391.00
				\$ 30,327.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 23,520.00	\$ 23,330.00	\$ 23,370.00
				\$ 27,697.00	\$ 1,195.00	\$ 7,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 21,290.00	\$ 21,100.00	\$ 21,140.00
				\$ 27,962.00	\$ 1,195.00	\$ 7,800.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 21,555.00	\$ 21,365.00	\$ 21,405.00
				\$ 30,204.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 23,397.00	\$ 23,207.00	\$ 23,247.00
				\$ 31,773.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 24,966.00	\$ 24,776.00	\$ 24,816.00
				\$ 32,445.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 25,638.00	\$ 25,448.00	\$ 25,488.00
				\$ 34,079.00	\$ 1,195.00	\$ 8,200.00	\$ 198.00	\$ 8.00	\$ 48.00	\$ 27,272.00	\$ 27,082.00	\$ 27,122.00
				\$ 28,769.00	\$ 1,195.00	\$ 8,400.00	\$ 198.00	\$ -	\$ 48.00	\$ 21,762.00	\$ -	\$ 21,612.00
				\$ 30,818.00	\$ 1,195.00	\$ 8,600.00	\$ 198.00	\$ -	\$ 48.00	\$ 23,611.00	\$ -	\$ 23,461.00
				\$ 30,994.00	\$ 1,195.00	\$ 8,600.00	\$ 198.00	\$ -	\$ 48.00	\$ 23,787.00	\$ -	\$ 23,637.00



Silver Creek - Ram  
 All vehicles to be bid with Mig standard equipment for that model with the exception of flex fuel or hybrid engine options where available.

Group 2

TRUCKS - 1500 SERIES RAM

Item	Model Code	Model Year	Fuel
R-1	RAM 1500 Tradesman Reg Cab 2wd 6'4" Bed 228 3.6L V6 8sp Auto	2017	Flex
R-2	RAM 1500 Tradesman Reg Cab 2wd 6'4" Bed 268 5.7L V8 8sp Auto	2017	Gas
R-3	RAM 1500 Tradesman Reg Cab 2wd 8' Bed 228 3.6L V6 8sp Auto	2017	Flex
R-4	RAM 1500 Tradesman Reg Cab 2wd 8' Bed 268 5.7L V8 8sp Auto	2017	Gas
R-5	RAM 1500 Tradesman Quad Cab 2wd 6'4" Bed 228 3.6L V6 8sp Auto	2017	Flex
R-6	RAM 1500 Tradesman Quad Cab 2wd 6'4" Bed 268 5.7L V8 8sp Auto	2017	Gas
R-7	RAM 1500 Tradesman Crew Cab 2wd 5'7" Bed 228 3.6L V6 8sp Auto	2017	Flex
R-8	RAM 1500 Tradesman Crew Cab 2wd 5'7" Bed 268 5.7L V8 8sp Auto	2017	Gas
R-9	RAM 1500 Tradesman Crew Cab 2wd 6'4" Bed 228 3.6L V6 8sp Auto	2017	Flex
R-10	RAM 1500 Tradesman Crew Cab 2wd 6'4" Bed 268 5.7L V8 8sp Auto	2017	Gas
R-11	RAM 1500 Tradesman Quad Cab 4x4 8' Bed 228 3.6L V6 8sp Auto	2017	Flex
R-12	RAM 1500 Tradesman Quad Cab 4x4 6'4" Bed 228 3.6L V6 8sp Auto	2017	Flex
R-13	RAM 1500 Tradesman Crew Cab 4x4 5'7" Bed 228 3.6L V6 8sp Auto	2017	Flex
R-14	RAM 1500 Tradesman Crew Cab 4x4 6'4" Bed 268 5.7L V8 8sp Auto	2017	Gas

Dealer-Net Invoice	Mig's Dest. Charge	Mig's Gov't Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost	AREA C Final Cost
\$ 23,698.00	\$ 1,195.00	\$ 6,400.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 18,612.00	\$ 18,498.00	\$ 18,498.00
\$ 25,134.00	\$ 1,195.00	\$ 6,200.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 20,748.00	\$ 20,134.00	\$ 20,134.00
\$ 23,698.00	\$ 1,195.00	\$ 6,400.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 18,612.00	\$ 18,498.00	\$ 18,498.00
\$ 25,134.00	\$ 1,195.00	\$ 6,200.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 20,748.00	\$ 20,134.00	\$ 20,134.00
\$ 27,265.00	\$ 1,195.00	\$ 8,500.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 20,079.00	\$ 19,965.00	\$ 19,965.00
\$ 28,701.00	\$ 1,195.00	\$ 9,200.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 20,815.00	\$ 20,701.00	\$ 20,701.00
\$ 29,353.00	\$ 1,195.00	\$ 8,600.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 22,067.00	\$ 21,953.00	\$ 21,953.00
\$ 30,789.00	\$ 1,195.00	\$ 8,800.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 25,303.00	\$ 25,189.00	\$ 25,189.00
\$ 29,962.00	\$ 1,195.00	\$ 8,000.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 24,716.00	\$ 24,362.00	\$ 24,362.00
\$ 27,700.00	\$ 1,195.00	\$ 8,100.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 20,514.00	\$ 20,800.00	\$ 20,800.00
\$ 27,000.00	\$ 1,195.00	\$ 9,000.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 20,914.00	\$ 20,800.00	\$ 20,800.00
\$ 30,397.00	\$ 1,195.00	\$ 9,000.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 22,711.00	\$ 22,597.00	\$ 22,597.00
\$ 32,572.00	\$ 1,195.00	\$ 9,000.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 24,886.00	\$ 24,772.00	\$ 24,772.00
\$ 33,094.00	\$ 1,195.00	\$ 7,000.00	\$ 119.00	\$ 5.00	\$ 5.00	\$ 27,008.00	\$ 27,294.00	\$ 27,294.00



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 9, 2017  
**FROM:** Terry W. Pickel, Water Superintendent  
**SUBJECT:** Approval of On-Call Services Agreement with JUB Eng., Inc.

=====

**DECISION POINT:** Staff requests that Mayor and Council authorize an On-Call Services Agreement with JUB Engineers, Inc. for in-house water related small project services.

**HISTORY:** With the recent changes in the Water Department, especially in regards to the retirement of a Water Department employee with an engineering license, the Water Department is in need of engineering services for a couple of small, in-house, water related projects. The two small projects for this fiscal year include a planned water main extension on Dalton Ave. in preparation for overlay in 2017 and a failing water main replacement plan on Fairmont Loop related to acquisition of public utility easements. The agreement also listed a proposed judicial confirmation review for an alternate potential funding source for the NE Storage Tank. As that project scope has changed, this will no longer be used. As the Water Department is currently working with JUB on other projects, and JUB has developed the latest water model necessary for design considerations, staff determined this to be the most logical solution to meet our immediate needs.

**FINANCIAL ANALYSIS:** Staff approached JUB Engineers, Inc. to determine if there was interest in such an agreement. In response JUB staff has submitted the proposed On-Call Services Agreement for time and materials to cover the desired basic services. JUB has also submitted a staff requested fee schedule for services to be rendered under this agreement. The proposed agreement has been reviewed, updated and approved by Legal Services and the Finance Director. All services rendered under the proposed agreement would be well under the limits as set forth under the city purchasing policy and applicable state codes. This work would be funded by rates. The FY 2017 Water budget has a line item for Outside Professional Services with a budget amount of \$30,000.00 for this type of work.

**PERFORMANCE ANALYSIS:** As previously mentioned, the proposed agreement will enable Water Department staff to quickly move forward with the two small in-house projects where minor design for DEQ and highway district approval may be required. Typically the water main extensions to be performed by Water Department employees have been done in-house with QLPE review provided by the City Engineer. DEQ requires that any main extension in excess of 100 lineal feet have an engineer's stamp and either a QLPE review or direct review by the Department. Having plans generated by JUB and a QLPE review by the City Engineer will greatly expedite approval by the Department. In order to acquire a public utility easement for Fairmont Loop, even though as a replacement, it should not necessarily require DEQ approval, Post Falls Highway District will require construction and traffic plans submitted with the application for the new easement along Fairmont Loop. This is also the first time that current staff has requested a public utility easement from one of the highway districts.

**DECISION POINT/RECOMMENDATION:** Staff requests that Council authorize the Mayor to enter into an On-Call Services Agreement with JUB Engineers, Inc. for provision of engineering and consultant services for in-house water related small projects.

# J-U-B ENGINEERS, Inc.

## AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
J-U-B Project Manager: MLJ

This Agreement entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between The City of Coeur d'Alene, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: retain J-U-B to provide on call engineering services to the City's Water Department hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project, except for licenses required of J-U-B Employees.

In addition, the CLIENT will furnish to J-U-B: any information available for completion of the project.

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1.	Name	<u>Terry Pickel</u>	Work telephone	<u>208-769-2210</u>
	Address	<u>3820 Ramsey Road</u>	Home/cell phone	_____
		<u>Coeur d'Alene, ID 83815</u>	FAX telephone	<u>208-769-2336</u>
		_____	E-mail address	<u>tpickel@cdaid.org</u>

#### For J-U-B:

1.	Name	<u>Michelle Johnson, P.E.</u>	Work telephone	<u>208-762-8787</u>
	Address	<u>7825 Meadowlark Way</u>	Cell phone	_____
		<u>Coeur d'Alene ID 83815</u>	FAX telephone	<u>208-762-9797</u>
		_____	E-mail address	<u>mjohnson@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY J-U-B (“Services”)**

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: providing general engineering on-call services as requested by the City Water Department.

J-U-B’s services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: As mutually agreed to by the City and JUB on a task by task basis..

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services at J-U-B’s standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): On a time and materials basis and as identified in Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

Yes *Management Reserve Fund.* If “YES”, the CLIENT will establish a management reserve fund of \$\_\_\_\_\_ to provide the CLIENT’s Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.  
 No

Yes *Retainer.* If “YES”, the CLIENT will pay J-U-B a retainer of \$\_\_\_\_\_ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.  
 No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Coeur d’Alene Water / On Call Engineering Services

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:**  
**City of Couer d’Alene**  
 \_\_\_\_\_  
 NAME  
**710 E. Mullan**  
 \_\_\_\_\_  
 STREET  
**Coeur d’Alene, Idaho, 83815**  
 \_\_\_\_\_  
 CITY / STATE / ZIP CODE  
 \_\_\_\_\_  
 BY (Signature)  
**Steve Widmyer, Mayor**  
 \_\_\_\_\_  
 NAME / TITLE  
 \_\_\_\_\_  
 BY (Signature)  
 \_\_\_\_\_  
 ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
**7825 Meadowlark Way**  
 \_\_\_\_\_  
 STREET  
**Coeur d’Alene, Idaho 83815**  
 \_\_\_\_\_  
 CITY / STATE / ZIP CODE  
 \_\_\_\_\_  
 BY (Signature)  
**Stephen P. James, P.E. Area Manager**  
 \_\_\_\_\_  
 NAME / TITLE  
*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*  
 **Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee  
 **Attachment 2** – Special Provisions  
 **Standard Exhibit A** – Construction Phase Services

REV: 1/15

DISTRIBUTION: Accounting; Project File; CLIENT

# J-U-B ENGINEERS, Inc.

## TERMS AND CONDITIONS

### GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. ~~CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.~~

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

### REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

### CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

### OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

### TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

## TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. ~~In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.~~

## RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage of at least: \$2M General Liability, \$1M Automobile Liability, \$2M Professional Liability, and Statutory Worker's Compensation, at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

## HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

## RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

## MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding

mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

## LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

## LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

## SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral concerning the subject matter of this Agreement. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

## SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

## CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

**FEE SCHEDULE**  
**J-U-B ENGINEERS, INC. - Coeur d'Alene & Sandpoint & Lewiston**  
**February 8, 2016**  
 (Subject to change Jan. 2017)

<u>LABOR BY TYPE</u>	<u>RATE/HR. RANGE</u>
PRINCIPAL	\$ 175.00 to \$ 225.00
PROJECT MANAGER	\$ 135.00 to \$ 200.00
PROJECT ENGINEER / P.E.	\$ 95.00 to \$ 170.00
DESIGN ENGINEER / E.I.	\$ 75.00 to \$ 100.00
PLANNER	\$ 125.00 to \$ 140.00
LAND SURVEYOR, PLS	\$ 105.00 to \$ 150.00
2-MAN SURVEY CREW	\$ 160.00 to \$ 200.00
3-MAN SURVEY CREW	\$ 200.00 to \$ 300.00
SURVEY TECHNICIAN	\$ 65.00 to \$ 85.00
CONSTRUCTION OBSERVER	\$ 70.00 to \$ 105.00
ENGINEERING TECHNICIAN	\$ 75.00 to \$ 95.00
DRAFTER-CAD	\$ 70.00 to \$ 85.00
CLERICAL / ADMINISTRATIVE	\$ 40.00 to \$ 85.00

**MATERIALS & OUT-OF-POCKET EXPENSES**

SUB-CONSULTANTS	COST PLUS 10%
MATERIALS	COST PLUS 10%
LODGING	COST PLUS 10%
DAILY PER DIEM	\$ 45.10
VEHICLE COST PER MILE (adjusted if fuel increases)	\$ 0.570
ROBOTIC SURVEY INSTRUMENT	\$25.13/HR.
GPS EQUIPMENT	\$25.13/HR.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**SCOPE OF SERVICES**

J-U-B's Services under this Agreement are limited to the following:

- Task 001 – Dalton Water Line – Provide stamped design drawings for QLPE review.
- Task 002 – Fairmont Loop - Provide schematic alignment for new main and additional services as requested.
- ~~Task 003 – Judicial Confirmation – Provide support services for judicial confirmation process.~~

**SCHEDULE OF SERVICES**

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

As mutually agreed upon by the City and JUB.

**BASIS OF FEE**

J-U-B's Basis of Fee for the Services listed in the Agreement is as follows:

On a time and materials basis at standard billing rates, attached.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 5, 2017  
**FROM:** Mike Gridley – City Attorney  
Chris Bosley – City Engineer  
**SUBJECT:** Interagency Agreement between the City of Coeur d’Alene and the Hayden Area Regional Sewer Board (HARSB) for the installation of a sewer pipe along Seltice Way

=====

**DECISION POINT:**

Should the City Council approve the Interagency Agreement with the Hayden Area Regional Sewer Board (HARSB) for the installation of a sewer pipe and shared-use path along Seltice Way?

**HISTORY:**

The reconstruction of Seltice Way is scheduled to begin in 2017. As part of the project the HARSB would like to install a 24” PVC pressure sewer pipe from the intersection of Seltice Way and Huetter Road to the location where the existing HARSB sewer system connects to the outfall to the Spokane River, approximately 4,300 feet, along with the portion of the 12’-wide paved shared-use path that will be constructed over that portion of the pipe. The City will include this work as part of the bidding of the project as an Add Alternate. The cost of the construction of the pipe and shared-use path will be paid by HARSB.

**FINANCIAL ANALYSIS:**

HARSB will pay the construction costs if it goes forward with the project. There are no additional costs to the City.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will provide for the construction of a HARSB sewer pipe and a portion of the shared-use path in conjunction with the Seltice Way reconstruction project.

**DECISION POINT/RECOMMENDATION:**

The City should approve the Interagency Agreement with HARSB.



**INTERAGENCY AGREEMENT  
SELTICE WAY REVITALIZATION**

This Agreement is made and entered into by and between Hayden Area Regional Sewer Board (HARSB), a joint powers entity created pursuant to title 67 chapter 23 Idaho Code and the City of Coeur d'Alene (City), a municipal corporation.

WHEREAS, the City intends to reconstruct Seltice Way between Huetter Road and the location where Seltice Way spans the Centennial Trail, hereinafter referred to as the "Project"; and

WHEREAS, HARSB has determined that it is cost effective to install a pressure sewer line in a portion of the Project while the street is being reconstructed; and

WHEREAS, to facilitate coordination of the Project, the parties have agreed to designate Coeur d'Alene as the Sponsor of the Project for the purpose of managing the construction of the Project, subject to the terms of this Agreement.

NOW, THEREFORE, it is agreed as follows:

**SECTION I. SCOPE**

1. HARSB intends to have installed a 24" PVC pressure sewer pipe from the intersection of Seltice Way & Huetter Road to the existing location where the existing sewer system connects to the outfall to the Spokane River, or approximately 4,300 feet, and to pay for that portion of the 12' wide shared-use path that will be constructed over a portion of the sewer line, approximately 4,250 feet. The portion of the Project relating to HARSB, shall be included in the City's bid documents as an Add Alternate.

**SECTION II. FUNDING**

1. The parties agree that participation shall be shared by the parties to this Agreement based on their actual costs of the approved Project and subject to the approval of each of their governing bodies.
2. HARSB shall be provided a copy of the bids the within 24 hours of the bid opening. HARSB shall review the bids for the Add Alternate and either approve or reject the Add Alternate bid within 5 business days.
3. Within 5 business days after the HARSB Board Meeting following award of the construction contract that includes the Add Alternate by the City, HARSB shall transfer to the City 75% of the Add Alternate Bid amount. Within 30 days of final closure of the

Project, final actual costs of the Add Alternate will be determined and be submitted to HARSB for final payment. .

4. It is understood and agreed that the parties are all governmental entities and this Agreement shall in no way be construed so as to bind or obligate any of the parties beyond the term of any particular appropriation of funds as may exist from time to time.

### SECTION III. DESIGN REVIEW

1. During the design phase of the Project, the Coeur d'Alene City Engineer and the HARSB Administrator shall meet with the design engineer to review design plans at the following intervals: sixty percent (60%) complete, and ninety percent (90%) complete. At least thirty (30) days prior to the City giving final design and plan approval for the Project, City shall provide a copy of the proposed design to HARSB for their review and the review by their governing boards. City agrees to work cooperatively with HARSB to provide a design that meets the adopted standards for each of the parties.
2. If, within thirty (30) days from the date the City provides HARSB a copy of the proposed design and plan for review, the City has not received a response from HARSB, the design and plan shall be deemed approved by the HARSB and the City may move forward with the final approval.
3. Once final design and bid specifications have been prepared, and at least fifteen (15) days before a contract for construction is awarded, the design and bid specifications shall be provided to each of the parties for the approval by their governing body relating to their portion of the Project.

### SECTION IV. CHANGE ORDERS

Any change orders that exceed Ten Thousand Dollars (\$10,000) shall be submitted to HARSB for review and approval. Approval shall not be unreasonably withheld. Failure by a party to provide approval or disapproval of a change order within twenty (20) calendar days of receipt of the change order shall be deemed as approval of the change order.

### SECTION V. PROJECT CLOSE OUT

Prior to close out of the Project, HARSB shall inspect that portion of the Project that lies within the HARSB portion of the Project and provide to the City, or the City's Construction Management Consultant, Welch Comer Engineers, a written list of all defects that need to be corrected before close out. In the event that there is a dispute between the party and the Construction Management Consultant as to whether there exists a defect and the cure, City and HARSB shall meet with the Project engineer to resolve the dispute. If the dispute cannot be resolved, the parties agree to submit to mediation.

**SECTION VI. RECORDS**

All records relating to this Project maintained by the City shall be available for inspection by HARSB at any time during regular business hours.

**SECTION VII. ENFORCEMENT**

This Agreement may be enforced by a cause of action for specific performance. Venue for any cause of action shall be in Kootenai County, Idaho. The prevailing party shall be entitled to reasonable attorney fees and costs.

**SECTION VIII. ENTIRE AGREEMENT**

This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

**SECTION IX. EFFECTIVE DATE**

This Agreement shall be effective the date of its execution by the last party to execute the Agreement.

**CITY OF COEUR D'ALENE**

**HAYDEN AREA REGIONAL SEWER BOARD**

\_\_\_\_\_  
Steve Widmyer, Mayor  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dan Green, Chairman  
Date:\_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 5, 2017  
**FROM:** Mike Gridley – City Attorney  
Chris Bosley – City Engineer  
**SUBJECT:** Interagency Agreement between the City of Coeur d’Alene and the Post Falls Highway District for cost-sharing for the Seltice Way revitalization project

=====

**DECISION POINT:**

Should the City Council approve the Interagency Agreement with the Post Falls Highway District (PFHD) for cost-sharing for the Seltice Way revitalization project?

**HISTORY:**

The reconstruction of Seltice Way is scheduled to begin in 2017. Approximately 10% of the Seltice Way project is located within the jurisdiction of the PFHD. Under the terms of this Agreement each party will pay for the actual costs incurred by the project for the section of the project within its respective jurisdiction.

**FINANCIAL ANALYSIS:**

The Agreement documents that each party will pay the actual costs of the project within their jurisdiction.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will provide for the construction of the PFHD section of the Seltice Way reconstruction project.

**DECISION POINT/RECOMMENDATION:**

The city should approve the Interagency Agreement with PFHD.

**INTERAGENCY AGREEMENT  
SELTICE WAY REVITALIZATION**

This Agreement is made and entered into this 17<sup>th</sup> day January, 2017, by and between the Post Falls Highway District, a political subdivision of the state of Idaho created pursuant to title 40, chapter 13 Idaho Code, (herein after “District”), whose address is 5629 E. Seltice Way, Post Falls, Idaho 83854, and the City of Coeur d’Alene, a municipal corporation of the State of Idaho (herein after “City”) whose address is 710 E. Mullan Ave, Coeur d’Alene, Idaho 83814.

WHEREAS, both entities intend to reconstruct Seltice Way within its jurisdiction between Huetter Road and the location where Seltice Way spans the Centennial Trail, hereinafter referred to as the "Project".

WHEREAS, that stretch of Seltice Way is located partially within the jurisdictional boundaries of the City, and partially within the jurisdictional boundaries of the District.

WHEREAS, to facilitate coordination of the project, the parties have agreed to designate Coeur d'Alene as the Sponsor of the project for the purpose of managing the Project, including contracting for engineering and construction of the Project, and managing construction, subject to the terms of this Agreement.

NOW THEREFORE, it is agreed as follows:

**SECTION I. FUNDING**

1. The parties agree that participation shall be shared by the parties to this agreement based on their proportional share of the Project, which is *estimated* as follows:

City	90%
District	10%

Each party will pay for *actual* costs incurred by the project for the section of the project within its respective jurisdiction. Provided however, should the City annex the District’s portion of Seltice Way encompassed within this project within twenty-four (24) months of this Agreement, the City agrees it will reimburse the District for all costs paid by the District on this project.

2. After award of the construction contract by the City and within 30 days of receipt of the Districts proportionate cost from the City, the District shall transfer the funds to the City. Within 30 days of project close-out final costs shall be either paid by the District or reimbursed by the City.
3. It is understood and agreed that the parties are all governmental entities and this Agreement shall in no way be construed so as to bind or obligate any of the parties beyond the term of any particular appropriation of funds as may exist from time to time.

## **SECTION II. DESIGN REVIEW**

1. During the design phase of the Project, the City Engineer and the District Road Supervisor shall meet with the design engineer to review design plans at the following intervals: sixty percent (60%) complete, and ninety percent (90%) complete. At least thirty (30) days prior to the City giving final design and plan approval for the Project, the City shall provide a copy of the proposed design to the District for their review and the review by their governing board. The City agrees to work cooperatively with the District to provide a design that meets the adopted transportation plan and standards for each of the parties.
2. If, within thirty (30) days from the date the City provides the District a copy of the proposed design and plan for review by their governing board, the City has not received a response from the District, the design and plan shall be deemed approved by the District and the City may move forward with the final approval.
3. Once final design and bid specifications have been prepared, and at least thirty (30) days before a contract for construction is awarded, the design and bid specifications shall be provided to each of the parties for the approval by their governing body relating to that portion of the Project within its jurisdiction in accordance with Idaho Code § 6-904(7).

## **SECTION III. CHANGE ORDERS**

Any change orders that exceed Ten Thousand Dollars (\$10,000) shall be submitted to the District for review and approval. Post Falls Highway District will only be responsible for change order costs that lie within District boundaries of the project..

Approval shall not be unreasonably withheld. Failure by a party to provide approval or disapproval of a change order within twenty (20) calendar days of receipt of the change order shall be deemed as approval of the change order.

If the City wishes to make modifications to the project for the benefit of the City and which will result in cost over-runs, the City agrees to pay those additional costs

## **SECTION IV. ILLUMINATION**

The District agrees to pay the costs associated with installing illumination on the portion of the project within the District's jurisdictional boundaries. Such costs shall not exceed \$30,000. Should the costs to install illumination exceed \$30,000 the District reserves the right to re-negotiate the need for project illumination. Upon project completion the City shall be responsible for all costs associated with maintenance, operation, or replacement for the illumination within the District's jurisdictional boundaries.

**SECTION V. PROJECT CLOSE OUT**

Prior to close out of the Project, each party shall inspect that portion of the Project that lies within its jurisdiction and provide to the City, or the Construction Management Consultant, a written list of all defects that need to be corrected before close out. In the event that there is a dispute between the party and the Construction Management Consultant as to whether there exists a defect and the cure, the City and District shall meet with the Project engineer to resolve the dispute. If the dispute cannot be resolved, the parties agree to submit to mediation.

Upon completion of the project and acceptance by both the City and the District, each party shall be responsible for the maintenance of that portion of Seltice Way within that party’s jurisdiction.

**SECTION VI. RECORDS**

All records relating to this Project maintained by Coeur d'Alene shall be available for inspection by the PFHD at any time during regular business hours.

**SECTION VII. ENFORCEMENT**

This Agreement may be enforced by a cause of action for specific performance. Venue for any cause of action shall be in Kootenai County, Idaho. The prevailing party shall be entitled to reasonable attorney fees and costs.

**SECTION VII. ENTIRE AGREEMENT**

This is the entire agreement of the parties and can only be modified or amended in writing by both parties.

**SECTION VIII. EFFECTIVE DATE**

This Agreement be in effect upon its execution by both parties and shall remain in effect until the project is completed.

**CITY OF COEUR D'ALENE**

**POST FALLS HIGHWAY DISTRICT**

\_\_\_\_\_  
Steve Widmyer, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lynn Humphreys, Chairman  
Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Shirley Walson, District Clerk

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 5, 2017  
**FROM:** Mike Gridley – City Attorney  
Chris Bosley – City Engineer  
**SUBJECT:** Utility Agreement with the Dalton Water Association and the Local Highway and Technical Assistance Council for the Government Way improvement project

=====

**DECISION POINT:**

Should the City Council approve the Utility Agreement with the Dalton Water Association (DWA) and the Local Highway and Technical Assistance Council (LTAC) for the Government Way improvement project?

**HISTORY:**

The next phase of the Government Way improvement project requires the relocation of a water line owned by DWA. The City of Coeur d’Alene is the project sponsor and has negotiated an agreement with DWA and LTAC for the project to pay for the relocation costs. The project is scheduled to start construction in 2017.

**FINANCIAL ANALYSIS:**

The estimated cost for the utility relocation is approximately \$112,000. The City’s portion of this cost is 7.34% or approximately \$8,500. The remainder of the relocation costs will be paid by LTAC, as administrator of the federal funding, and the other project partners. If the costs exceed the estimate the City can go to LTAC and request additional funding.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will provide for the relocation of the DWA water line as part of the next phase of the Government Way improvement project.

**DECISION POINT/RECOMMENDATION:**

The city should approve the Utility Agreement with DWA and LTAC.



**ACTUAL COST UTILITY AGREEMENT  
AND  
WAIVER OF HEARING  
SMA-7155 N. Government Way; Hanley Ave. to Prairie Ave.  
PROJECT NO. A012(308)  
KEY NO. 12308**

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of January, 2017, by and between the City of Coeur d'Alene, an Idaho municipal corporation; and the City of Coeur d'Alene, the project manager as Project Sponsor, hereinafter referred to as "City", Dalton Water Association, Inc., an Idaho non-profit corporation, hereinafter referred to as the "Company" and Local Highway and Technical Assistance Council, hereinafter referred to as the "LHTAC".

**PURPOSE:**

The City proposed a Project to improve a section of Government Way in Kootenai County, Idaho. It is necessary for the Company to perform Utility Relocation of its facilities located in or about the construction area to accommodate this Project. This Agreement sets out the terms by which the cost of Utility Relocation by the Company is reimbursed by the State.

**GENERAL DEFINITIONS**

Project – The work defined by the plans and specifications developed by the City that is assigned Project Number and Key Number as shown on the first page of this Agreement.

Utility Relocation – Company facilities that are modified in place, abandoned in place, or moved to a different location to accommodate the Project.

**TERMS:**

**1. Property Rights**

- A) The Company hereby releases and relinquishes to the Project all its existing property rights, title and interest, including the right to enter and occupy Company easements, located within the right-of-way of this Project on Government Way between Hanley Avenue and Prairie Avenue in Kootenai County, Idaho. The Company also waives any tort claim arising from this project related to its property rights. The Company further waives its prior request for a utility hearing.
- B) The Project through the City shall reimburse the Company for costs incurred in relocating its facilities from the Project right-of-way as set forth herein.
- C) The Company hereby subordinates all its property rights within the Project boundaries with the following conditions:

i) The Company shall have unlimited access to its facilities.

ii) The Company shall relocate its facilities to a utility corridor within the Project to be designated and identified by the City of Coeur d'Alene and Company working cooperatively. The City shall insure that the Company has the authority to construct and maintain the Company facilities within the utility corridor without obstruction or interference. Should the City, Lakes Highway District or the City of Dalton require any or all of the Company's facilities to be moved from or within the utility corridor at a future date, such relocation shall be at the sole expense of the Governmental Entity requiring the move, and Company shall not be required to pay any portion of the relocation.

D) The Company may use any temporary construction easement acquired by the Project in the process of the Utility Relocation.

## **2. Relocation or Modification of Company Facilities**

A) The Company shall arrange for all labor, materials, and equipment necessary for the completion of Utility Relocation as shown on the plans. The Company shall provide sufficient reference staking, including final grade, to correctly place the relocated facilities.

B) Utility Relocation may either be done with Company forces and equipment or by a contract awarded by the Company. The City of Coeur d'Alene, as project manager, agrees it shall require any contractor bidding on the Project to submit a separate bid on the utility relocation to be considered a responsive bidder, although Company shall not be required to accept such bid

C) Utility Relocation shall be completed in coordination with the Project's Contractor during construction of the Project. In the event the Company utilizes a different Contractor than the City of Coeur d'Alene's Project Contractor, the contract awarded by the City of Coeur d'Alene and the contract awarded by the Company shall contain cooperation clauses requiring the respective contractors to work cooperatively, and not hinder or delay the progress of the other.

D) The Company shall furnish detailed plans, specifications, lists of materials, and estimates of cost when available that may be required in addition to those prepared by the City of Coeur d'Alene for the Project. These plans, specifications, lists, and estimates are hereby made a part of this Agreement by reference and are included as part of the Utility Relocation.

E) The Company shall furnish a work schedule, including dates for begin and end of work, to the City of Coeur d'Alene prior to the start of Utility Relocation. This work schedule will include any activities or work required by the City of Coeur d'Alene or its Contractor necessary for the completion of Utility Relocation. The work schedule will be

in a printed format that may include descriptive text, charts, or diagrams. Revised work schedules will be furnished to the City when requested or as the need to reschedule arises. The work schedule, and any revisions thereto, are hereby made a part of this Agreement by reference and included as part of Utility Relocation.

- F) The City of Coeur d'Alene shall furnish a work schedule, including dates for begin and end of work, to the Company prior to the start of Project. This work schedule will include any activities or work required by the City or its Contractor necessary for the completion of Utility Relocation. The work schedule will be in a printed format that may include descriptive text, charts, or diagrams. Revised work schedules will be furnished to the City when requested or as the need to reschedule arises. The work schedule, and any revisions thereto, are hereby made a part of this Agreement by reference and included as part of Utility Relocation.
- G) The City will provide the Company's engineer (Paul Klatt with J-U-B Engineers) with a copy of its electronic project files.
- H) The City shall notify the Company at least 3 working days prior to commencement of construction on the Project.
- I) The Company shall promptly notify the City in writing of the date when the Utility Relocation is completed.

### **3. Project to Reimburse Company by Actual Cost**

- A) The Project shall reimburse the Company for a portion of the actual cost of Utility Relocation as follows:
  - The Project shall pay the entire actual cost of moving the hydrants and meters as shown on the project plans;
  - From Station 139+50 to 142+75 (325 feet north of Hanley), the Project shall pay the entire actual cost of the Utility Relocation;
  - From Station 142+75 to 151+00 (825 feet north to Canfield), the Company and Project shall share equally in the actual cost of the Utility Relocation;
  - From Station 151+00 to 157+75 (675 feet north from Canfield), the Company shall pay the entire actual cost of the Utility Relocation;
  - From Station 157+75 to 165+35 (760 feet north to Wilbur), the Company and Project shall share equally in the actual cost of the Utility Relocation;
  - From Station 165+35 to 176+75 (1,140 feet from Wilbur to north of S. Aqua Circle), the Company shall pay the actual cost of the Utility Relocation; and
  - From Station 176+75 to 187+30, the City has requested the Company replace its current asbestos concrete (AC) line with PVC line. Company has agreed to pay 100% of the actual cost to facilitate the replacement of the AC line, provided that the City shall allow the Company to place its facilities within the right-of-way if necessary.

Any additional work done by Company in the vicinity of the Project, but unrelated to the Utility Relocation shall be borne by Company.

- B) The Company may submit billings for reimbursement of Utility Relocations to the City for progress payments during the progress of the Utility Relocation. The Company shall submit a final bill to the City for reimbursement of all Utility Relocation no later than one hundred twenty (120) days after completion of the Utility Relocation. All billings shall include supporting documentation, used by the Company to substantiate the cost of the Utility Relocation.
- C) The City shall pay progress billings within forty-five (45) days and the final billing no later than ninety (90) days after receipt of the bills.
- D) Reference to the Project Number and Key Number shall be indicated on all bills, correspondence, and records pertaining to this Project.

#### **4. Disposal of Materials**

The Company shall give the City, as project manager, a reasonable opportunity not to exceed 5 business days to inspect materials recovered by the Company prior to disposal by sale or scrap. This requirement shall be satisfied by the Company giving written notice, or oral notice followed by prompt written confirmation, to the City of the time and place where the materials are available for inspection. The Company shall be held accountable for full value of materials disposed of without notice.

#### **5. City and Company Contact Persons**

- A) The Company shall submit billings, documents and coordinate all Utility Relocation activities through the City contact person at the address listed below:  
Chris Bosley  
City of Coeur d'Alene Engineer  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Telephone number: (208) 769-2216

The City may change its contact person by notifying the Company in writing.

- B) The City is to coordinate all Utility Relocation activities through the Company's contact person at the address listed below:  
Paul Klatt  
J-U-B Engineers, Inc.  
785 N. Meadowlark Way  
Coeur d'Alene, ID 83815  
Telephone number: (208)762-8787

The Company may change its contact person by notifying the City in writing.

## **6. Indemnification of the City and LHTAC by the Company**

The Company agrees to indemnify, hold harmless and defend regardless of outcome the City and LHTAC from the expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Company or its contractor in the design, construction and maintenance of the Utility Relocation.

## **7. Indemnification of the Company by the City and LHTAC**

Subject to the provisions and limitations of the Idaho Tort Claims Act, the City and LHTAC both agree to indemnify, hold harmless and defend the Company from the expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any negligent act or omission, or misconduct of the City, LHTAC, or its contractor in the design, construction and maintenance of the Project.

## **8. Choice of Law and Severability**

A) This Agreement is governed by the laws of the State of Idaho. If a term of this Agreement is determined to be illegal by competent authority, it shall not invalidate the remaining terms of this Agreement.

B) Any law suit or litigation against the City shall be filed in a court located in Kootenai County, Idaho.

## **9. Federal-Aid Policy Guide**

The regulatory provisions of the Federal-Aid Policy Guide (FAPG), subsection 23 FAPG 645A dated January 31, 2002, by the Federal Highway Administration, and any amendments or supplements that are in effect prior to execution of this Agreement are hereby incorporated herein and made a part of this Agreement by reference.

## **10. Modifications to Agreement or Utility Relocation**

Proposed modifications to this Agreement or Utility Relocation as defined by the Project shall be approved by both parties in advance by a change order issued from the .

## **11. LHTAC**

The LHTAC is made a party to this Agreement for the limited purpose of administering the funds for the construction of this Project and for the limited purpose of reviewing Agreement content and form. Its role is to provide technical assistance to the City. Once the Company has completed its utility relocation, and all financial matters in connection therewith have been concluded, the LHTAC shall have no further obligations to Company under this Agreement.

**12. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**13. Effectiveness**

This Agreement is effective upon the signature of the parties and may be executed in counterparts and, when taken with all other signatures, shall be treated as if executed upon one original. Facsimile and/or electronic copies of the parties' signatures shall be treated as if they are originals.

Company has no obligation to begin Utility Relocation work until a written Notice to Proceed is issued and delivered to the Company by LHTAC signifying that the City has approved of Company's Project plans.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

**DALTON WATER ASSOCIATION, INC.**

By: \_\_\_\_\_  
Kevin Kirking, Chairman of the Board

**CITY OF COEUR D'ALENE**

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

Attest:

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

**LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL**

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 6, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Additional Services Agreement – Seltice Way – Landscaping Design

=====

**DECISION POINT:**

Should the City Council approve the additional services agreement for landscaping design for the Seltice Way revitalization project?

**HISTORY:**

The reconstruction of Seltice Way is scheduled to begin in 2017. The original concept included signalized intersections. The design has evolved to replace the proposed signalized intersections with roundabouts. It is strongly felt by City Staff that the roundabouts should include landscaping, the design of which was not included in the original consultant agreement.

**FINANCIAL ANALYSIS:**

The budgeted amount for this project adequately covers the requested additional services.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will provide for the design of landscaping at the proposed roundabouts in the Seltice Way reconstruction project.

**DECISION POINT/RECOMMENDATION:**

The City should approve the additional services agreement.

**AMENDMENT TO CITY-CONSULTANT AGREEMENT**  
**Amendment No. 3**

The Effective Date of this Amendment is: January 17, 2017.

**Background Data:**

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

City: City of Coeur d'Alene, Idaho

Consultant: Welch Comer & Associates, Inc.

Project: Seltice Way Improvements – Landscape and Irrigation Design

**Nature of Amendment:**

Modifications to services of Consultant

Modifications of payment to Consultant

**Description of Modifications:**

The City desires to provide landscaping and irrigation on the two roundabouts associated with the Seltice Way Revitalization project.

**Landscape Plantings:** Coordinate with Parks Director and applicable City staff to determine intensity and general theme of planting plan for both roundabouts. Provide detailed plans showing type, size, quantity, and location of all planting along with their associated specifications. Also provide aerial-view rendering of landscape design.

**Landscape Irrigation:** Provide irrigation design for areas near the roundabouts only. Coordinate with adjacent irrigation systems for potential connectivity. Coordinate with Parks Director on preferred materials and style of irrigation. Provide detailed plans and specifications showing said irrigation.

**Payment Modifications:**

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

**Landscape Plantings & Irrigation    \$19,000**

- a. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
- b. The Lump Sum includes compensation for Engineer's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, and profit.
- c. Reimbursable Expenses, if any, are EXCLUDED from the above.
- d. Subconsultant charges, if any, are included from the above.



- e. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Agreement Summary:

Original agreement amount:	<u>\$342,900</u>
Net change for prior amendments:	<u>\$ 56,800</u>
This amendment amount:	<u>\$ 19,000</u>
Adjusted Agreement amount:	\$418,700

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

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

CITY: City of Coeur d'Alene, Idaho

CONSULTANT: Welch Comer & Associates, Inc.

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

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

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

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

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

Title: President

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

Date Signed: 11/04/17

PM's Approval: MFB

# ANNOUNCEMENTS

# Memo to Council

DATE: January 11, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the January 17th Council Meeting:

CHRIS DELORTO                      Ped/Bike Committee  
(Engineer Representative)

MARK PUDDY                        Ped/Bike Committee  
(General Public Representative)

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

Sincerely,

Amy Ferguson  
Executive Assistant

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

**GENERAL SERVICES COMMITTEE**

**PARKS AND RECREATION COMMISSION  
STAFF REPORT**

**DATE:** 1/23/2017

**FROM:** Monte McCully, Trails Coordinator

**SUBJECT:** Bikeshare Program (City Council – action required)

---

**DECISION POINT:**

The Parks and Rec Department is requesting General Services recommend to City Council that the city approve entering into an MOU agreement with Zagster to start a bikeshare program.

**HISTORY:**

One of the steps in making our city friendlier to bicycles is to create a bikeshare program. This would provide people the opportunity to check out or rent a bike from various locations around town. The city attempted to create their own bikeshare more than 10 years ago by leaving bikes around town for people to use for free but most of the bikes went missing. These programs are usually cumbersome to manage so the city hasn't seriously pursued a program since then even though it has been discussed for years. There are now companies that provide a turn-key service for bikeshare programs.

**FINANCIAL ANALYSIS:**

The cost for this project will not cost the city anything. The company Zagster installs the infrastructure, provides the bikes, provides the repair and rebalancing contracts and does their own tech support. This company will go out with our help and solicit sponsors to fund the program. If enough sponsors can't be found then the city will not accept this program.

**PERFORMANCE ANALYSIS:**

Providing a bikeshare program will give both citizens and visitors a means to get around and recreate in our city that they may not have had the opportunity to do before. This will help us reach our goal as a gold status bike friendly community and help us achieve all-star status in our Let's Move! Cd'A program.

**DECISION POINT RECOMMENDATION:**

The Parks and Rec Department is requesting General Services recommend to City Council that the city approve entering into an MOU agreement with Zagster to start a bikeshare program.

RESOLUTION NO. 17-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH ZAGSTER, INC., TO PROVIDE A FRAMEWORK FOR DISCUSSIONS TO ENABLE THE CITY TO FUND A BIKE SHARING PROGRAM TO BE PROVIDED BY ZAGSTER, INC.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene (hereinafter the "City") enter into an Memorandum of Understanding with Zagster, Inc., (hereinafter "Zagster") to provide a framework for discussions to enable the City to fund, through sponsorships, a bike sharing program (hereinafter the "Program") to be provided by Zagster;

WHEREAS, the City and Zagster intend to actively solicit sponsors for the Program to enable the City to obtain the necessary funding, pursuant to terms and conditions set forth in an Memorandum of Understanding, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

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

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

DATED this 17<sup>th</sup> day of January, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

**ROLL CALL:**

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

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

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

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

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

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

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

## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into on this 17<sup>th</sup> day of January, 2017, (the “Effective Date”), by and between the City of Coeur d’Alene, a municipal corporation formed and existing under the laws of the state of Idaho (“Municipality”) with a principal address of 710 Mullan Avenue, Coeur d’Alene, Idaho, and Zagster, Inc., a Delaware corporation, (“Zagster”) with an address of (attention: Jordan Klein) 25 First St., #104, Cambridge, MA 02141. The Municipality and Zagster may be referred to herein individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, Zagster provides a bike sharing solution;

**WHEREAS**, Municipality desires that Zagster provide its bike sharing solution to Municipality if Zagster is able to obtain sponsorship funding; and

**WHEREAS**, Municipality and Zagster intend to actively solicit sponsors for the bike sharing program in order to enable the Municipality to obtain the necessary funding; and

**WHEREAS**, if the necessary funding is obtained, the Parties agree to enter into a separate definitive written agreement for Zagster to provide the Municipality with the Zagster bike sharing solution on Zagster’s standard terms and conditions, with such changes as shall be negotiated by the Parties.

### **1. Overview**

The purpose of this MOU is to set forth a framework for the Parties’ discussions with respect to obtaining sponsors to enable the Municipality to fund a bike sharing program with Zagster which will be provided by Zagster pursuant to a separate definitive written agreement between the Parties (the “Definitive Agreement”).

### **2. Objectives; Responsibilities**

The Parties will meet regularly to discuss the results of their respective efforts to obtain sponsors for the bike sharing program.

### **3. Confidentiality; No Public Announcements**

The Parties agree that any Confidential Information exchanged during the course of their discussions with respect to the relationship shall be subject to that non-disclosure agreement between the Parties dated [REDACTED], 2017 (the “NDA”), subject to the Idaho Public Records Act. For purposes of this MOU, the term “Confidential Information” shall have the meaning ascribed to such term in the NDA. Neither Municipality nor Zagster shall make public announcements concerning this MOU or these discussions without prior written approval of a duly authorized representative of each Party.



**4. General.**

a. Municipality agrees that during the term of this MOU, Municipality shall not enter into any agreement, understanding, arrangement, or engagement with any other provider of bike sharing services.

b. This MOU shall commence on the Effective Date and shall continue for 24 months or the date on which the parties execute the Definitive Agreement, whichever is earlier.

c. Except for the provisions of Section 3 (Confidentiality; No Public Announcements) and this Section 4 (General), this MOU simply expresses the intent of the Parties and is not legally binding on any of the Parties hereto unless and until a mutually satisfactory Definitive Agreement is executed by the Parties. Sections 3 and 4 shall survive any termination or expiration of this MOU.

d. Any and all disputes between the Parties in connection with or arising out of the existence, validity, construction, performance, or termination of this MOU, which the Parties are unable to resolve between themselves, shall be finally settled by arbitration in the state of Idaho, pursuant to the then-current rules of the American Arbitration Association. This MOU shall be governed by and construed in accordance with the laws of the state of Idaho without regard to conflicts-of-laws principles.

IN WITNESS WHEREOF, a duly authorized representative of the Parties has executed this MOU as of the Effective Date.

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

**ZAGSTER, INC.**

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

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

**ATTEST:**

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

**PUBLIC WORKS COMMITTEE**

## PUBLIC WORKS COMMITTEE

### STAFF REPORT

**DATE:** January 9, 2017

**FROM:** James Remitz, Capital Program Manager

**SUBJECT:** **Award of Construction Contract for AWTF Tertiary Treatment Phase 2 Improvements**

---

#### **DECISION POINT:**

The City Council may wish to award a contract for the construction of the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF) Tertiary Treatment Phase 2 Improvements to **Apollo Inc.** and authorize the Mayor to execute this contract. A copy of the proposed Agreement is attached and is currently being reviewed by City legal staff.

#### **HISTORY:**

Tertiary Treatment Phase 2 is the second phase of improvements that will construct tertiary treatment facilities and provide capacity for plant flows up to 5 million gallons per day (MGD). The project will 'dovetail' with the previously constructed improvements in Phase 1 that were completed in January 2015 and will deliver tertiary treated wastewater effluent of a quality to meet the final discharge limits of the December 2014 National Pollutant Discharge Elimination System (NPDES) permit issued to the City of Coeur d'Alene by the U.S. Environmental Protection Agency.

#### **PERFORMANCE ANALYSIS:**

Bids for the construction of the Tertiary Treatment Phase 2 Improvements were opened at 2:00 pm, Thursday December 29, 2016 and the results are as follows:

<b><u>BIDDER</u></b>	<b><u>AMOUNT</u></b>
Apollo Inc.	\$16,169,000
IMCO General Construction, Inc.	\$17,646,090
Williams Brother Construction, LLC	\$18,533,530

Apollo, Inc. was pre-qualified to bid this project in October, 2016 as part of a pre-qualification process and has demonstrated that they have the experience, qualifications and expertise to construct this Tertiary Treatment Phase 2 project. HDR Engineering and City staff have evaluated the bids and determined that the bid submitted by Apollo, Inc. is the lowest responsive bid. A copy of HDR's evaluation of the bids and recommendation for award is attached.

#### **FINANCIAL ANALYSIS:**

The City will take advantage of a low interest loan from the Idaho Department of Environmental Quality Clean Water State Revolving Loan Fund to fund this 24 month construction project. The loan will be repaid from future wastewater utility revenues generated by wastewater user rates. Funds for this project have been budgeted in the Wastewater Operating Fund in the current FY 2016/2017 City Financial Plan.

**RECOMMENDATION:**

Wastewater Department staff recommends that the City Council award the contract for the AWTF Tertiary Treatment Phase 2 Improvements project to **Apollo, Inc.** for the submitted bid price of **\$16,169,000.00** and authorize the Mayor to execute the Agreement pending legal review.



January 4, 2017

Mr. Jim Remitz  
City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

Subject:           Advanced Wastewater Treatment Facility  
                      Tertiary Treatment Phase 2 Improvements  
                      Construction Contract Bid Review

Dear Mr. Remitz,

The purpose of this letter is to report on HDR Engineering, Inc.'s (Engineer) review of the bids received by the City Clerk of the City of Coeur d'Alene on December 29, 2016 at 2:00 pm local time for the Tertiary Treatment Phase 2 Improvements project at the Advanced Wastewater Treatment Facility. Bids are to be evaluated to determine which bid is the lowest responsive and responsible, pre-qualified bid. The bid review findings are presented in the following paragraphs.

**GENERAL CONTRACTOR PRE-QUALIFICATION**

A general contractor pre-qualification process was conducted for this project and completed on October 20, 2016. The general contractors determined to be pre-qualified to bid the Tertiary Treatment Phase 2 Improvements project are presented in Table 1. Bidders were notified that the City would not accept bids from a contractor that failed to meet the minimum requirements in the pre-qualification process.

**Table 1: Pre-qualified General Contractors**

Pre-qualified Bidders	Location
Apollo, Inc.	Kennewick, WA
<del>Archer Western Construction, LLC *</del>	<del>Phoenix, AZ</del>
Contractors Northwest, Inc.	Coeur d'Alene, ID
<del>COP Construction, LLC *</del>	<del>Billings, MT</del>
IMCO General Construction, Inc.	Ferndale, WA
Williams Brother Construction, LLC	Spokane, WA

\* Following pre-qualification, general contractor did not attend the mandatory pre-bid meeting and thus was subsequently dis-qualified from bidding.

**BIDS RECEIVED**

Bids were received from three of the pre-qualified general contractors. The bidders are listed in alphabetical order in Table 2.

**Table 2: Bids Received**

Pre-qualified Bidders
Apollo, Inc.
IMCO General Construction, Inc.
Williams Brother Construction, LLC



Bidders are allowed twenty-four (24) hours after the bid opening to request a modification to their bid or request withdrawal of their bid. No requests for modification or withdrawal were received by the City Clerk within this time frame.

**BID EVALUATION**

Engineer’s bid evaluation for responsiveness is based upon the following criteria:

- Bidder pre-qualification status.
- Evidence to conduct business within the State of Idaho determined by possessing a valid and current Idaho Public Works Contractor license.
- Completion of the following documents:
  - Section 00 35 00
    - Completed Bidder's List (Form 6-Y)
    - Completed Bidder’s Certification of Compliance with the Current SRF Assistance American Iron and Steel (AIS) Provisions (Attachment 5)
  - Section 00 41 13 - Bid Form.
  - Section 00 41 21 - Proposed Major Equipment Manufacturers.
  - Section 00 41 22 - Proposed Subcontractors.
- Bid security (5 percent of total bid) included with bid package.
- Acknowledgement of Addenda Nos. 1 through 4.

It should be noted that Williams Brother Construction, LLC did not list one of the acceptable manufacturers for Specification Section 13 34 36 Prefabricated Metal Shelters. In accordance with Specification Section 00 21 13 Instructions to Bidders, Article 12.02, failure to comply with provisions of this section may render a bid unresponsive and be grounds for rejection of the bid. The City has reviewed this matter and has decided not to reject Williams Brother Construction’s bid.

Also, Williams Brother Construction, LLC did not list the Idaho Public Works license number in Specification Section 00 41 22 Proposed Subcontractors for their proposed electrical (Power City Electric), instrumentation/hardware integration (Power City Electric), and high performance industrial coatings (Extreme Coatings) sub-contractors. The City has reviewed this matter and has decided to waive these informalities in accordance with Specification Section 00 21 13 Instructions to Bidders, Article 19.01., as they do not involve price, time, or changes in the Work.

A summary of the bids determined to be responsive is presented in Table 3.

**Table 3: Responsive Bids**

Pre-qualified Bidder	Responsive	Bid Amount
Apollo, Inc.	Yes	\$16,169,000.00
IMCO General Construction, Inc.	Yes	\$17,646,090.00
Williams Brother Construction, LLC	Yes	\$18,533,530.00

## APPARENT LOW BIDDER

The breakdown of the bid received from the apparent low bidder, Apollo, Inc., is presented in Table 4.

**Table 4: Bid Breakdown from Apparent Low Bidder**

Bid Item	Description	Bid Amount
1	Lump Sum Bid Price for Base Bid	\$ 12,888,000.00
2	Lump Sum Bid Price for Primary Clarifier 1 Effluent Box Modifications	\$ 36,000.00
3	Lump Sum Contingency Allowance	\$ 275,000.00
4	Lump Sum Price for Contractor's payment obligation to Membrane Operating System manufacturer, as "Seller", for goods and special services set forth in assigned Procurement Contract	\$ 2,970,000.00
Total	Total of All Lump Sum Bid Prices	\$ 16,169,000.00

An Engineer's opinion of probable construction cost (OPCC) prepared utilizing the 60 percent design documents was \$18,660,000 with an accuracy range of \$16,800,000 (minus 10 percent) to \$22,400,000 (plus 20 percent).

The apparent low bidder, Apollo, Inc., submitted a bid that was approximately \$631,000 less than the low end of the OPCC range. Two other bidders, IMCO General Construction, Inc. and Williams Brother Construction, LLC submitted bids that were within the OPCC range but \$1,477,090 and \$2,364,530 higher than the apparent low bidder, respectively. The median of bids from pre-qualified contractors was \$17,646,090.00 and the average was \$17,449,540.00.

## IDAHO DIVISION OF BUILDING SAFETY PUBLIC WORKS CONTRACTOR LICENSING

On their bid form, Apollo, Inc. listed an Idaho Public Works license number of PWC-C-14034-Unlimited-1-2-3. A search of the public works contractor license database on the Idaho Division of Building Safety (DBS) website indicates this license number is in fact for Apollo, Inc. Table 5 lists the license information for Apollo, Inc. The information obtained from the Idaho DBS database indicates Apollo, Inc. possesses an active Public Works Contractor license for Type 1 - Heavy, Type 2 - Highway, and Type 3 - Building construction types with an unlimited bid limit which appears to be adequate for this project.

**Table 5: Apollo, Inc. Public Works Contractor License Information**

Company Name	Apollo, Inc.
License Number	PWC-C-14034
Work Category	00001 00002 00003
License Type	1 2 3
License Class	Unlimited
Status	Active
Applicant Name	Apollo, Inc. dba Apollo Construction
Owner Name	
Company Address	PO Box 7305
Company City	Kennewick
Company State	WA
Company Zip Code	99336
Phone	(509) 987-1493
Expiration Date	05/31/2017
Parent License Number	

As a part of their bid, Apollo, Inc. has proposed the sub-contractors presented in Table 6.

**Table 6: Proposed Sub-contractors**

Sub-contractor	Description of Work
Air Tech Mechanical Company	HVAC
Mackin & Little, Inc.	Plumbing
Mountain States Electrical Contractors, Inc.	Electrical
Control Freek, Inc. Mountain States Electrical Contractors, Inc.	Instrumentation/Hardware Integration
Extreme Coatings, Inc.	High Performance Industrial Coatings

Table 7 lists the license information for Air Tech Mechanical Company. The information obtained from the Idaho DBS database indicates Air Tech Mechanical Company holds an active Public Works Contractor license for Type 4 - Specialty construction work with a \$1,250,000 bid limit. They are licensed for specialty construction categories 07400 - Roofing and Siding; 07700 - Sheet Metal Flashings, Roof Specialties and Accessories; 13800 - Instrumentation and Controls; 15100 - Pipe Fitter and Process Piping; 15510 - Boiler and Steam Fitting; 15600 - Refrigeration; 15700 - Heating, Ventilation, and Air Conditioning (HVAC); and 16800 - Electrical Specialty Contractor. These specialty categories align with their anticipated "HVAC" work on this project and Air Tech Mechanical Company appears to possess the proper Public Works Contractor license.



**Table 7: AirTech Mechanical Company Public Works Contractor License Information**

Company Name	Air Tech Mechanical Company
License Number	PWC-C-12273
Work Category	07400 07700 15100 15510 15600 15700 16800 13800
License Type	4
License Class	A
Status	Active
Applicant Name	Air Tech Mechanical Company
Owner Name	
Company Address	7820 N. Franklin St.
Company City	Coeur d'Alene
Company State	ID
Company Zip Code	83815
Phone	(208) 772-6096
Expiration Date	10/31/2017

Table 8 lists the license information for Mackin & Little, Inc. The information obtained from the Idaho DBS database indicates Mackin & Little, Inc. holds an active Public Works Contractor license for Type 4 - Specialty construction work with a \$5,000,000 or less bid limit. They are licensed for specialty construction categories 15400 - Plumbing and 15510 - Boiler and Steam Fitting. These specialty categories align with their anticipated "plumbing" work on this project and Mackin & Little, Inc. appears to possess the proper Public Works Contractor license.

**Table 8: Mackin & Little, Inc. Public Works Contractor License Information**

Company Name	Mackin & Little, Inc.
License Number	PWC-C-15323
Work Category	15400 15510
License Type	4
License Class	AAA
Status	Active
Applicant Name	Mackin & Little, Inc.
Owner Name	
Company Address	2627 E Trent Ave
Company City	Spokane
Company State	WA
Company Zip Code	99202
Phone	(509) 838-2529
Expiration Date	11/30/2017

Table 9 lists the license information for Mountain States Electrical Contractors, Inc. The information obtained from the Idaho DBS database indicates Mountain States Electrical Contractors, Inc. holds an active Public Works Contractor license for Type 4 - Specialty construction work with a \$5,000,000 or less bid limit. They are licensed for specialty construction categories 16000 – Electrical. This

specialty category aligns with their anticipated “electrical” and “instrumentation/hardware integration” work on this project. As previously confirmed with the Idaho DBS, specialty construction category 13800 - Instrumentation and Controls would be required for the non-electrical portions of the work, but since the software integration will not be provided as part of this contract, Mountain States Electrical Contractors, Inc. appears to be properly licensed for the work indicated.

**Table 9: Mountain States Electrical Contractors, Inc. Public Works Contractor License Information**

Company Name	Mountain States Electrical Contractors, Inc.
License Number	005001
Work Category	16000
License Type	4
License Class	AAA
Status	Active
Applicant Name	Mountain States Electrical Contractors, Inc.
Owner Name	
Company Address	PO Box 4325
Company City	Spokane
Company State	WA
Company Zip Code	99220
Phone	(509) 532-0110
Expiration Date	04/30/2017

Table 10 lists the license information for Extreme Coatings, Inc. The information obtained from the Idaho DBS database indicates Extreme Coatings, Inc. holds an active Public Works Contractor license for Type 4 - Specialty construction work with a \$3,000,000 bid limit. They are licensed for specialty construction categories 02220 - Demolition; 05090 - Welding; 07100 - Waterproofing and Dampproofing; 07920 - Caulking and Joint Sealants; 09900 - Painting and Decorating; 09960 - Specialty Coatings; 13110 - Cathodic Protection; and 13280 - Hazardous Material Remediation. These specialty categories align with their anticipated “high performance industrial coatings” work on this project and Extreme Coatings, Inc. appears to possess the proper Public Works Contractor license.

**Table 10: Extreme Coatings, Inc. Public Works Contractor License Information**

Company Name	Extreme Coatings, Inc.
License Number	PWC-C-14783
Work Category	02220 05090 07100 07920 09900 09960 13110 13280
License Type	4
License Class	AA
Status	Active
Applicant Name	Extreme Coatings Inc.
Owner Name	
Company Address	PO Box 1184
Company City	Pasco
Company State	WA
Company Zip Code	99301
Phone	(509) 545-5070
Expiration Date	03/31/2017

**RECOMMENDATION**

Contingent upon review and approval by Idaho Department of Environmental Quality, Engineer recommends the City award the Tertiary Treatment Phase 2 Improvements project to Apollo, Inc. for a cost of \$16,169,000.00.

Sincerely,  
HDR Engineering, Inc.

Michael S. Zeltner, PE  
Associate | Project Manager

Cc:

Katy Baker-Casile, Idaho DEQ  
Dave Clark, HDR  
Todd Jensen, HDR  
Rickey Schultz, HDR

RESOLUTION NO. 17-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF APOLLO, INC., FOR CITY OF COEUR D'ALENE WASTEWATER TERTIARY TREATMENT PHASE 2 IMPROVEMENTS.

WHEREAS, the City heretofore duly advertised invitation for bids for the construction of Tertiary Treatment Phase 2 Improvements in Coeur d'Alene, Idaho; and

WHEREAS, said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 pm., on the 29<sup>th</sup> day of December, 2016; and

WHEREAS, the lowest responsive bid received was that of Apollo, Inc., in the amount of Sixteen Million One Hundred Sixty-Nine Thousand Dollars (\$16,169,000.00); and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Apollo, Inc., in the amount of \$16,169,000.00 for the construction of City of Coeur d'Alene Wastewater Tertiary Treatment Phase 2 Improvements be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the City enter into an Agreement with Apollo, Inc., 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 provided that 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 contact on behalf of the City.

DATED this 17<sup>th</sup> day of January, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

**ROLL CALL:**

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

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

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

## **AGREEMENT**

This agreement is by and between the CITY OF COEUR D'ALENE ("Owner") and APOLLO, INC. ("Contractor"). Owner and Contractor hereby agree as follows:

### **ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

### **ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Coeur d'Alene Wastewater Department - Tertiary Treatment Phase 2 Improvements.

### **ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by

HDR Engineering, Inc.  
412 E. Parkcenter Blvd., Suite 100  
Boise, ID 83706

3.02 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 31, 2018, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 31, 2018.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1: December 31, 2017.

- a. Process Area 570 – Chemical Systems Center
- b. Process Area 591 – Secondary Effluent Pumping Station
- c. Process Area 610 – Tertiary Membrane Filtration

1) Excludes membrane acceptance testing as defined in City of Coeur d'Alene Wastewater Department – Tertiary Treatment Phase 2 Membrane Pre-purchase contract with Zenon Environmental Corporation d/b/a GE Water & Process Technologies, Specification Section 01 75 03 System Start-up and Acceptance for Membrane Procurement Contracts.

2. Milestone 2: June 29, 2018

- a. Process Area 610 – Tertiary Membrane Filtration
  - 1) Specifically includes membrane acceptance testing as defined in City of Coeur d’Alene Wastewater Department – Tertiary Treatment Phase 2 Membrane Pre-purchase contract with Zenon Environmental Corporation d/b/a GE Water & Process Technologies, Specification Section 01 75 03 System Start-up and Acceptance for Membrane Procurement Contracts.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that liquidated damages for delay (but not as a penalty) shall be as follows, except as may be provided by Paragraph 4.03.A.5.:
  - 1. Substantial Completion: Contractor shall pay Owner \$1,750.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  - 4. Milestones: Contractor shall pay Owner \$1,750.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone until Milestone is achieved. These liquidated damages are additive and shall be imposed concurrently with other liquidated damages.
  - 5. Assigned City of Coeur d’Alene Wastewater Department – Tertiary Treatment Phase 2 Membrane Pre-purchase contract with Zenon Environmental Corporation d/b/a GE Water & Process Technologies (Assigned Contract Seller):
    - a. Liquidated damages assessed by Owner to Contractor for the failure of Contractor to achieve Milestones, Substantial Completion, or Final Completion, which are determined to be caused by delaying events solely caused by the Assigned Contract Seller, shall be assessed at the Liquidated Damage amount for the specific delaying event(s) which caused the delay(s) as calculated in City of Coeur d’Alene Wastewater Department – Tertiary Treatment Phase 2 Membrane Pre-purchase contract Specification Section 00 50 13 Paragraph 5.03.A.
    - b. The maximum total amount for liquidated damages assessed by Owner to Contractor for delays solely caused by the Assigned Contract Seller shall be capped at the amount listed in City of Coeur d’Alene Wastewater Department – Tertiary Treatment Phase 2 Membrane Pre-purchase contract Specification Section 00 50 13 Paragraph 5.03.A.3.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain

Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a lump sum of: \$16,169,000.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value



of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
  2. Performance bond (pages 1 to \_\_\_ inclusive).
  3. Payment bond (pages 1 to \_\_\_\_ inclusive).
  4. Other bonds.
    - a. Bid Bond (pages 1 to 2 inclusive).
  5. General Conditions (pages 1 to 65, inclusive).
  6. Supplementary Conditions (pages 1 to 10, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of 211 sheets with each sheet bearing the following general title: City of Coeur d'Alene Advanced Wastewater Treatment Facility - Tertiary Treatment Phase 2
  9. Addenda (numbers 1 to 4, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6, inclusive).
    - b. Specification Section 00 41 21 - Proposed Major Equipment Suppliers.
    - c. Specification Section 00 41 22 - Proposed Subcontractors.
    - d. Specification Section 00 52 10 - Notice of Award.
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
  12. The Project Manual, including any drawings and specification incorporated therein.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 *Prevailing Wages*

- A. Contractor and subcontractors shall pay wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code).

- B. Contractor and subcontractors must obtain wage rate determinations from the Department of Labor and comply with Department of Labor guidance and regulations.
- C. Davis Bacon wage rate classification "Building" shall be applied to the work included in Bid Item No. 1 for construction of the portion of the Secondary Control Building 2 (Series 501) that includes sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Davis Bacon wage rate classification "Heavy" shall be applied to the work included in Bid Item No. 1 for construction of all other portions of the Secondary Control Building 2 (Series 501) and all other work areas as well as other Bid Items.
- D. If there is any need to determine worker classification, it is incumbent on Contractor to seek and receive clarification from the Department of Labor.
- E. The contractor shall post throughout the length of the contract and in a conspicuous location assessable to all employees and people under his direction the Davis-Bacon poster "Employee Rights under the Davis-Bacon Act." This poster may be downloaded at the DOL site: <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>.

10.07 *Disadvantaged Business Enterprise Utilization and Equal Employment Opportunity*

- A. Contractor shall make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE) and document efforts to obtain MBE/WBE participation. Semi-annual reports of MBE/WBE utilization will be required of Contractor and are to be prepared on standard forms supplied Idaho DEQ (reference Specification Section 00 35 00).
- B. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract.

10.08 *Title VI of the Civil Rights Act of 1964*

- A. During the performance of this contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
  1. **Compliance with Regulations.** Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  2. **Non-discrimination.** Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports.** Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.**
  - a. Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.
  - b. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

10.09 *Other Provisions*

- A. Assignment of Owner-Purchased Material and Equipment Contracts.
  1. Owner has entered into Contract for the furnishing of Goods and Special Services for Membrane Operating System, and reserves the right to assign said Contract to Contractor. Contractor hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
  2. The Contract will be executed in the name of Buyer initially, and will be assigned to Contractor by Buyer. Contractor's responsibilities will include those of the Buyer and installation of the Goods. As of the date of acceptance of assignment by the Contractor, all references in the assigned Contract Documents to Buyer shall mean the Contractor.
  3. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under that Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the Contractor. Notwithstanding any other provision of this Agreement, Owner shall continue to own all property, instrumentalities, or other goods supplied for the City of Coeur d'Alene Wastewater Department - Tertiary Treatment Phase 2 Improvements, whether installed or not, after any assignment to Contractor. Contractor shall have no claim or interest in said property, instrumentalities, or other goods by reason of any assignment.

4. After assignment, all performance, warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on January \_\_\_\_\_, 2017 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Steve Widmyer

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

Title: Mayor

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: Renata McLeod, City Clerk

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

Address for giving notices:

710 E .Mullan Avenue

Address for giving notices:

\_\_\_\_\_

Coeur d'Alene, ID 83814

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

OTHER BUSINESS

RESOLUTION NO. 17-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH MILLER DEVELOPMENT GROUP, LLC, FOR +/- 9.47 ACRES LOCATED EAST OF ATLAS ROAD AND SOUTH OF PRAIRIE AVENUE, AND NORTH AND WEST OF SUNSHINE MEADOWS, ALSO KNOWN AS PRAIRIE TRAILS.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Miller Development Group, LLC pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "1" and by this 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, that the City enter into an annexation agreement with Miller Development Group, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17<sup>th</sup> day of January, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk



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

ROLL CALL:

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

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

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

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

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

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

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

ANNEXATION AGREEMENT  
(PRAIRIE TRAILS)

THIS AGREEMENT, made and dated this 6<sup>th</sup> day of December, 2016 , by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City", and **Miller Development Group, LLC**, with its address at 2900 N. Government Way, #310, Coeur d'Alene, ID 83815, hereinafter referred to as the "Owner,"

WITNESSETH:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

**ARTICLE I: LEGAL DESCRIPTION**

1.1. Legal description: The Property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

**ARTICLE II: STANDARDS**

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

**ARTICLE III. UTILITIES**

3.1. Water and sewer: Water for this development will be provided by Hayden Lake Irrigation District. A "will serve" letter from HLID is attached as Exhibit "B".

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the Hayden Lake Irrigation District, by warranty deed in a format acceptable to the HLID, all water rights

associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the HLID so that the HLID will have adequate water rights to ensure that the HLID can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

#### **ARTICLE IV: PUBLIC IMPROVEMENTS**

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

#### **ARTICLE V: FEES**

5.1. Consideration: Owner agrees to provide specific consideration for annexation, in the amount of Twenty-Four Thousand Dollars (\$24,000) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750) per residential unit in the approved Subdivision. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. If the owner seeks a rezone to increase the number of residential units on this property within five years of the date of this agreement then the Owner, or its successor, will pay additional annexation fees based on the increased number of residential units.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. Payment of the annexation fees will be prior to recordation of the Final Plat.

5.3. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

5.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Two Hundred Fifty Dollars and no/100 (\$250.00).

## ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

6.6. Section headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

6.11. Pedestrian and Bike Trail Connections: A 10 foot multi-use pathway shall be constructed within the PFHD right-of-way or the subdivision boundary within the 30-foot buffer area along Prairie Avenue, or a combination of the two. The pathway shall connect to the approved multi-use pathway that will be constructed to the west of the property along Prairie Avenue within the Garden Grove project and tie into the trail along Courcelles Parkway.

6.12. Owner is required to maintain path and otherwise comply with city code(s) regarding vegetation and maintenance of buffers.

6.13. Prior to final plat recordation, formation of a Home Owner's Association shall be approved by the City Attorney, for the purpose of maintaining the planting screen landscaping, multi-use path and required swales.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and have caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**MILLER DEVELOPMENT GROUP, LLC)**

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

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

Its: \_\_\_\_\_

**ATTEST:**

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 17<sup>th</sup> day of January, 2017, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of January, 2017 , before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **Miller Development Group, LLC**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

## Land Description

A portion of Tract 320 of the Amended Plat of Hayden Lake Irrigated Tracts filed in Book C of Plats, Page 066 and 067, Records of Kootenai County, lying in Northwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and described as follows:

**Commencing at** the northwest corner of said Section 27, said corner being a 4 inch Brass cap marked "PLS 5576" per CP&F 207593200, Records of Kootenai County, from which the North quarter corner bears South 88° 23' 55" East a distance of 2619.31 feet; thence along the North line of said Northwest Quarter, South 88° 23' 55" East a distance of 1309.65 feet; thence leaving said North line, South 01° 08' 32" West a distance of 30.00 feet to the northeast corner of Tract 321 of the Amended Plat of Hayden Lake Irrigated Tracts, said corner being on the South Right of Way of Prairie Avenue being also the **True Point of Beginning**;

Thence, along said South Right of Way the following nine (9) courses:

1. South 88° 23' 55" East a distance of 19.13 feet;
2. South 01° 36' 05" West a distance of 10.00 feet;
3. South 88° 23' 55" East a distance of 277.52 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
4. North 01° 36' 05" East a distance of 10.00 feet;
5. South 88° 23' 55" East a distance of 30.63 feet;
6. South 01° 16' 48" West a distance of 5.00 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
7. South 88° 23' 55" East a distance of 37.93 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
8. South 88° 23' 55" East a distance of 289.53 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
9. South 01° 02' 53" West a distance of 14.98 feet to the northwest corner of Tract A of Sunshine Meadow filed in Book I of Plats, Page 496, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the West line of said Tract A of Sunshine Meadows and the boundary of the City of Coeur d'Alene, South 01° 02' 53" West a distance of 611.64 feet to the northeast corner of Lot 1, Block 1, Sunshine Meadow 4th Addition filed in Book J of Plats, Page 104, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the North line of Block 1, of said Sunshine Meadow 4th Addition and the boundary of the City of Coeur d'Alene, North 88° 21' 34" West a distance of 655.77 feet to the northwest corner of Lot 8, Block 1, of said Sunshine Meadow 4th Addition and southeast corner of said Tract 321 of said Amended Plat of Hayden Lake Irrigated Tracts;

thence along the East line of said Tract 321 and the boundary of the City of Coeur d'Alene, North 01° 08' 32" East a distance of 631.16 feet to the **True Point of Beginning**;

containing 9.395 acres more or less.



# CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # 3557

A PORTION OF TRACT 320 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

**SECTION CORNER**  
FOUND 4" BRASS CAP MARKED  
PLS 5576 PER CP&F 2075932000

**BASIS OF BEARING**  
(S88°23'40"E 2619.42' P-2, P-3)  
(S89°36'53"E 2620.93' R-5)  
(N89°36'53"W 2620.99' R-4)  
(N88°23'40"W 2619.42' R-3)  
(S88°23'55"E 2619.57' R-1, R-2)

**NORTH QUARTER CORNER**  
FOUND 3.25" BRASS CAP MARKED  
PLS 5576 PER CP&F 2145301000



## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 88° 23' 55" EAST PER (R-1 AND R-2), SHOWN HEREON AS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 27.

## NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

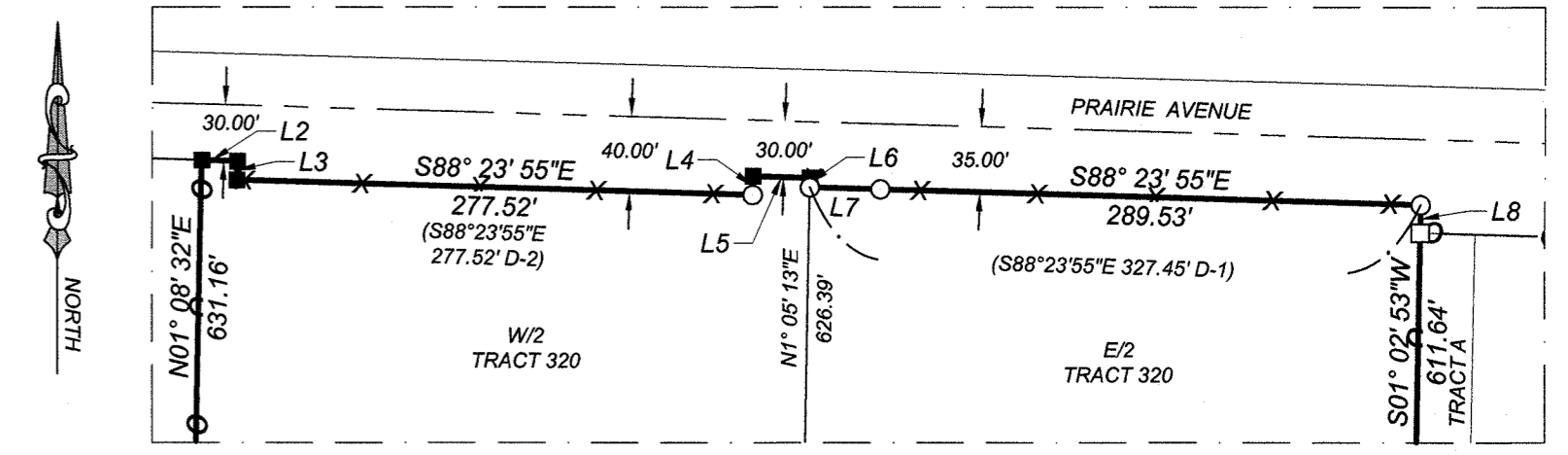
## REFERENCE DOCUMENTS

- (R-1) AMENDED RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 28 OF SURVEYS, PAGE 348, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 25 OF SURVEYS, PAGE 243, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK 22 OF SURVEYS, PAGE 183, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY GEM STATE AND FILED AT BOOK 11 OF SURVEYS, PAGE 265, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK 7 OF SURVEYS, PAGE 048, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS PREPARED BY H. B. WRIGHT AND FILED AT BOOK C OF PLATS, PAGE 066 AND 067, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF SUNSHINE MEADOW PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK I OF PLATS, PAGE 496, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF SUNSHINE MEADOW 4TH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK J OF PLATS, PAGE 104, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925202, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925203, RECORDS OF KOOTENAI COUNTY, IDAHO.

## LEGEND

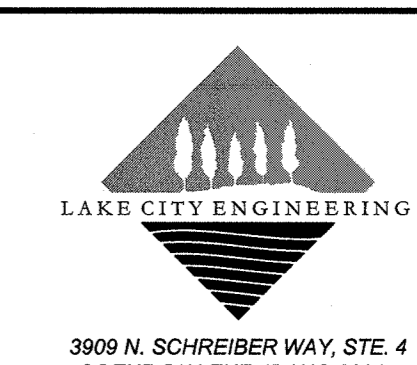
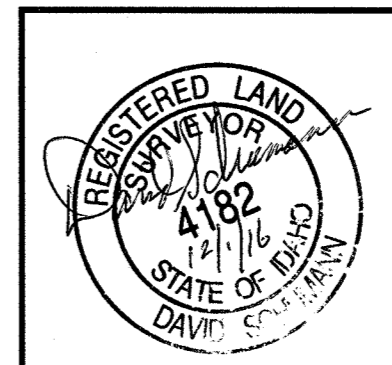
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 2.5" ALUMINUM CAP MARKED "PLS 11187"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6602" OR AS NOTED
- △ CALCULATED POINT, NOTHING FOUND OR SET
- PROPERTY LINE
- EXISTING CITY LIMITS
- X— PROPOSED ANNEXATION LINE
- ADJACENT LOT LINE
- - - SECTION LINE

Line Table			
Line #	Length	Direction	Record Data
L1	30.00'	S01°08'32"W	
L2	19.13'	S88°23'55"E	(19.29' D-2)
L3	10.00'	S01°36'05"W	(M, D-2)
L4	10.00'	S01°36'05"W	(M, D-2)
L5	30.63'	N88°23'55"W	
L6	5.00'	S01°16'48"W	
L7	37.93'	S88°23'55"E	
L8	14.98'	S01°02'53"W	



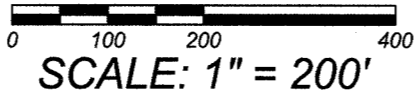
## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN JULY 2016.



CHECKED BY:	DES
DRAFTED BY:	WAL
SCALE:	1" = 200'
DATE:	11/30/2016
JOB NO:	LCE 16-057

**WEST QUARTER CORNER**  
FOUND 2" ALUMINUM CAP  
MARKED PLS 9367 IN MON CASE  
PER CP&F 2525375000



**CENTER CORNER**  
FOUND 2 1/4" ALUMINUM CAP  
MARKED PLS 5573 PER CP&F 1277149



# HAYDEN LAKE IRRIGATION DISTRICT

2160 W. Dakota Ave.  
Hayden, Idaho 83835-5122

August 17, 2016

Miller Development Group LLC  
2900 N. Government Way, #310  
Coeur d'Alene, ID 83815



RE: Will serve for Prairie Trails Subdivision


To Whom It May Concern:

Hayden Lake Irrigation District is the water purveyor to these parcels and has the intent and will to serve water to the referenced development.

The intent and will are limited to the extent of the District's readily available capacity at the time of connection, as long as the following requirements have been addressed prior to final acceptance by the District:

1. The Development Agreement required by the District is signed by October 31, 2016
2. Any existing water right(s) associated with the property are transferred to the District;
3. All Idaho Department of Environmental Quality requirements shall be met;
4. All District construction standards shall be met;
5. All District water line easements shall be recorded with the county on the face of the plat;
6. Dedication on face of plat of water system to the District;
7. Signature on the plat by the District accepting the plat;
8. All applicable water service connection and dry land conversion fees shall be paid;

At this time the District **does not** have readily available capacity to serve this project. However the District is in construction of a new production well, which once complete will provide adequate capacity to serve this development. This will serve expires one year from this date.

Sincerely,  
  
Tim Timmins  
Chairman

c: ✓ Lake City Engineering, INC, 3909 N. Schreiber Way, Ste 4, CdA, 83815

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 17-1000

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

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

NOW, THEREFORE,

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

**SECTION 1.** That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-8 (Residential at 8 units per acre).

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Title 17, Municipal Code of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

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

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

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on January 17, 2017.*

APPROVED by the Mayor this 17<sup>th</sup> day of January, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_  
Annexation A-3-16, Prairie Trails, being +/- 9.47 Acre located E. of Atlas Rd. & S. of Prairie  
Ave., and N. & W. of Sunshine Meadows

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Council Bill 17-1000, Annexation A-3-16, Prairie Trails, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17<sup>th</sup> day of January, 2017.

---

Randall R. Adams, Chief Civil Deputy City Attorney

## Land Description

A portion of Tract 320 of the Amended Plat of Hayden Lake Irrigated Tracts filed in Book C of Plats, Page 066 and 067, Records of Kootenai County, lying in Northwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and described as follows:

**Commencing at** the northwest corner of said Section 27, said corner being a 4 inch Brass cap marked "PLS 5576" per CP&F 207593200, Records of Kootenai County, from which the North quarter corner bears South 88° 23' 55" East a distance of 2619.31 feet; thence along the North line of said Northwest Quarter, South 88° 23' 55" East a distance of 1309.65 feet; thence leaving said North line, South 01° 08' 32" West a distance of 30.00 feet to the northeast corner of Tract 321 of the Amended Plat of Hayden Lake Irrigated Tracts, said corner being on the South Right of Way of Prairie Avenue being also the **True Point of Beginning**;

Thence, along said South Right of Way the following nine (9) courses:

1. South 88° 23' 55" East a distance of 19.13 feet;
2. South 01° 36' 05" West a distance of 10.00 feet;
3. South 88° 23' 55" East a distance of 277.52 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
4. North 01° 36' 05" East a distance of 10.00 feet;
5. South 88° 23' 55" East a distance of 30.63 feet;
6. South 01° 16' 48" West a distance of 5.00 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
7. South 88° 23' 55" East a distance of 37.93 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
8. South 88° 23' 55" East a distance of 289.53 feet to a found 2.5 inch Aluminum cap marked "PLS 11187";
9. South 01° 02' 53" West a distance of 14.98 feet to the northwest corner of Tract A of Sunshine Meadow filed in Book I of Plats, Page 496, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the West line of said Tract A of Sunshine Meadows and the boundary of the City of Coeur d'Alene, South 01° 02' 53" West a distance of 611.64 feet to the northeast corner of Lot 1, Block 1, Sunshine Meadow 4th Addition filed in Book J of Plats, Page 104, Records of Kootenai County, said corner being a 5/8 inch rebar with yellow plastic cap marked "PLS 6602";

thence along the North line of Block 1, of said Sunshine Meadow 4th Addition and the boundary of the City of Coeur d'Alene, North 88° 21' 34" West a distance of 655.77 feet to the northwest corner of Lot 8, Block 1, of said Sunshine Meadow 4th Addition and southeast corner of said Tract 321 of said Amended Plat of Hayden Lake Irrigated Tracts;

thence along the East line of said Tract 321 and the boundary of the City of Coeur d'Alene, North 01° 08' 32" East a distance of 631.16 feet to the **True Point of Beginning**;

containing 9.395 acres more or less.





# CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # 3557

A PORTION OF TRACT 320 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS LYING IN THE NORTHWEST  
QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

**SECTION CORNER**  
FOUND 4" BRASS CAP MARKED  
PLS 5576 PER CP&F 2075932000

**BASIS OF BEARING**  
(S88°23'40"E 2619.42' P-2, P-3)  
(S89°36'53"E 2620.93' R-5)  
(N89°36'53"W 2620.99' R-4)  
(N88°23'40"W 2619.42' R-3)  
(S88°23'55"E 2619.57' R-1, R-2)  
(S88°23'55"E 2619.31')

**NORTH QUARTER CORNER**  
FOUND 3.25" BRASS CAP MARKED  
PLS 5576 PER CP&F 2145301000



## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 88° 23' 55" EAST PER (R-1 AND R-2), SHOWN HEREON AS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 27.

## NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

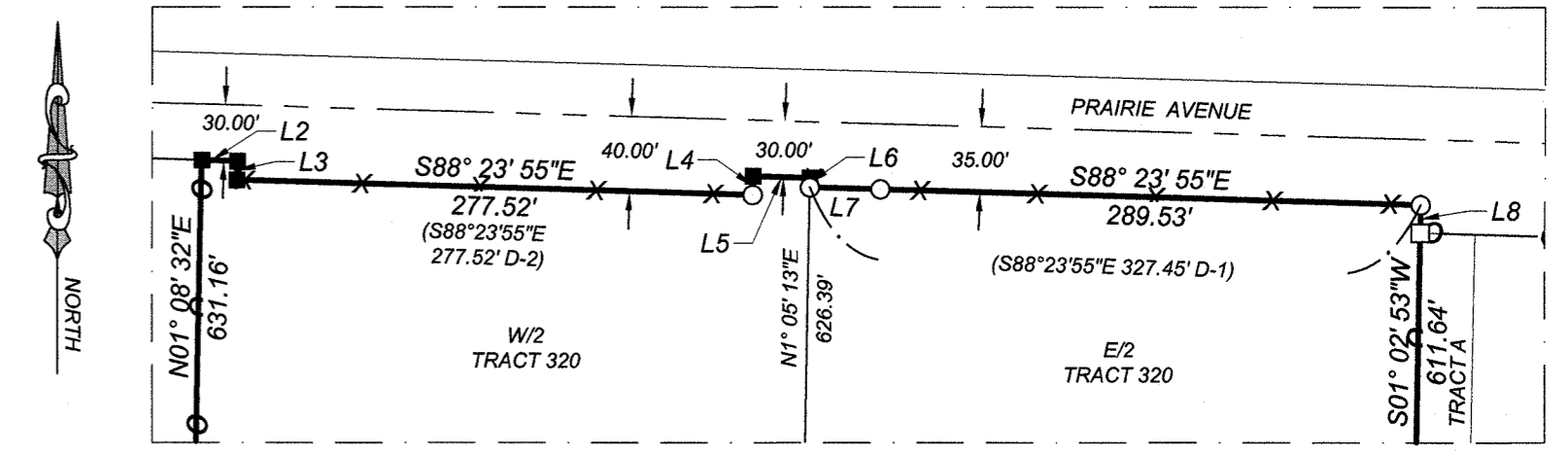
## REFERENCE DOCUMENTS

- (R-1) AMENDED RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 28 OF SURVEYS, PAGE 348, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 25 OF SURVEYS, PAGE 243, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK 22 OF SURVEYS, PAGE 183, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY GEM STATE AND FILED AT BOOK 11 OF SURVEYS, PAGE 265, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK 7 OF SURVEYS, PAGE 048, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS PREPARED BY H. B. WRIGHT AND FILED AT BOOK C OF PLATS, PAGE 066 AND 067, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF SUNSHINE MEADOW PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK I OF PLATS, PAGE 496, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF SUNSHINE MEADOW 4TH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK J OF PLATS, PAGE 104, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925202, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925203, RECORDS OF KOOTENAI COUNTY, IDAHO.

## LEGEND

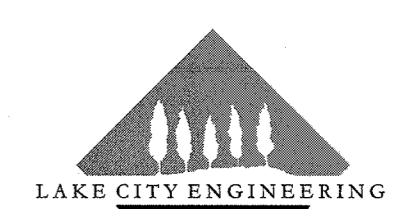
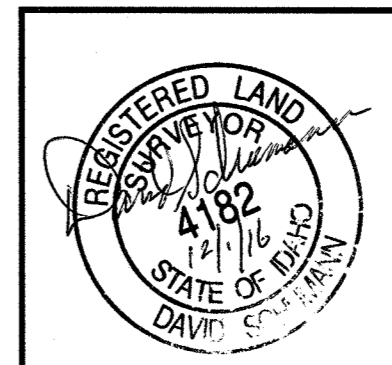
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 2.5" ALUMINUM CAP MARKED "PLS 11187"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6602" OR AS NOTED
- △ CALCULATED POINT, NOTHING FOUND OR SET
- PROPERTY LINE
- EXISTING CITY LIMITS
- X— PROPOSED ANNEXATION LINE
- ADJACENT LOT LINE
- - - SECTION LINE

Line Table			
Line #	Length	Direction	Record Data
L1	30.00'	S01°08'32"W	
L2	19.13'	S88°23'55"E	(19.29' D-2)
L3	10.00'	S01°36'05"W	(M, D-2)
L4	10.00'	S01°36'05"W	(M, D-2)
L5	30.63'	N88°23'55"W	
L6	5.00'	S01°16'48"W	
L7	37.93'	S88°23'55"E	
L8	14.98'	S01°02'53"W	



## SURVEYOR'S CERTIFICATE

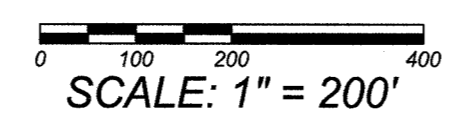
THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN JULY 2016.



3909 N. SCHREIBER WAY, STE. 4  
COEUR D'ALENE, IDAHO 83815  
PHONE: 208-676-0230

CHECKED BY:	DES
DRAFTED BY:	WAL
SCALE:	1" = 200'
DATE:	11/30/2016
JOB NO:	LCE 16-057

**WEST QUARTER CORNER**  
FOUND 2" ALUMINUM CAP  
MARKED PLS 9367 IN MON CASE  
PER CP&F 2525375000



**CENTER CORNER**  
FOUND 2 1/4" ALUMINUM CAP  
MARKED PLS 5573 PER CP&F 1277149

## STAFF REPORT

**DATE:** January 17, 2017

**FROM:** Renata McLeod, Municipal Services Director

**SUBJECT:** Recommendation of award of Construction Manager/General Contractor (CM/GC) Services to Ginno Construction for the City Hall Remodel.

---

**DECISION POINT:** To request staff to move forward with negotiation of a contract for services for the Construction Manager/General Contractor with Ginno Construction for the City Hall Remodel.

**HISTORY:** The City advertised the request for qualification for a CM/GC for the City Hall Remodel project. Proposals were due January 9, 2017, with three proposals being received. One proposal was deemed non-responsive as they did not have their Idaho Public Works Construction Management License, as required by the request for qualifications. The other two proposals came from Ginno Construction and Contractors Northwest. The review team met on January 11, 2017 and completed rating sheets with Ginno being rated an average of 92.20 out of 100 points and Contractors Northwest rated at 87.20 out of 100. Both firms submitted very close proposals and are capable of doing the job. The review team and staff are recommending Ginno Construction.

**FINANCIAL ANALYSIS:** City will negotiate the contract and bring it back to Council for approval. At this time Ginno Construction is proposing a fee of 7% of the project excluding design costs and permits and fees.

**RECOMMENDATION:** To request staff to move forward with negotiation of a contract for services for the Construction Manager/General Contractor with Ginno Construction for the City Hall Remodel.



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**FROM:** SEAN E. HOLM, PLANNER  
**DATE:** JANUARY 17, 2017  
**SUBJECT:** A-6-16 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/-7.46 ACRES FROM COUNTY LIGHT INDUSTRIAL TO C-17.  
**LOCATION:** SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE.

**APPLICANT:**

Owner: Iron Legacy, LLC  
5077 N. Building Center Dr.  
Coeur d’Alene, ID 83815

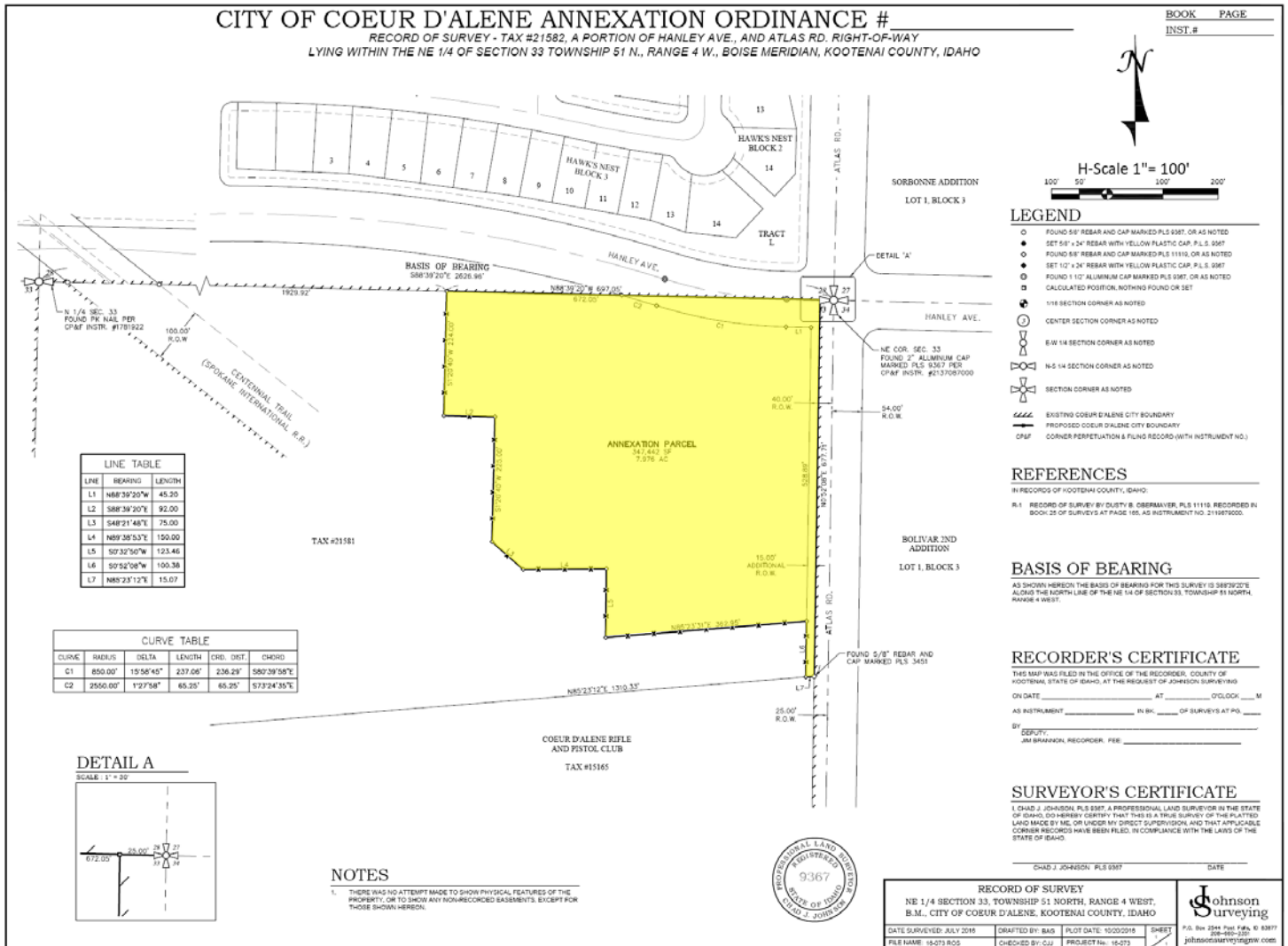
**DECISION POINT:**

Iron Legacy, LLC is requesting approval of a proposed +/- 7.46 acre annexation from Kootenai County Light Industrial to City C-17 zoning district (Commercial at 17 units/acre).

**Area Map:**



# Annexation Map:



## GENERAL INFORMATION:

Iron Legacy, LLC is proposing to annex +/- 7.46 acres as shown on the annexation map. The property is currently zoned County Light Industrial and the applicant is requesting city C-17 zoning district. City Council makes a recommendation whether or not to annex a property into the city, and if so, what zoning designation City Council should consider.

This item was recommended for approval at the regularly scheduled Planning Commission meeting held on December 13<sup>th</sup>, 2016, by a unanimous vote of 4 to 0.

## Proposed C-17 Zoning District:

### 17.05.490: GENERALLY:

A. The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to

allowing residential development at a density of seventeen (17) units per gross acre.

B. This district should be located adjacent to arterials; however, joint access developments are encouraged.

C. A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking facilities.

D. Residential developments in this district are permitted as specified by the R-17 district.

E. Project review (chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses, except residential uses for four (4) or fewer dwellings.

**17.05.500: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in a C-17 district shall be as follows:

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- Commercial recreation.
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores, on/off site consumption.
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.
- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.

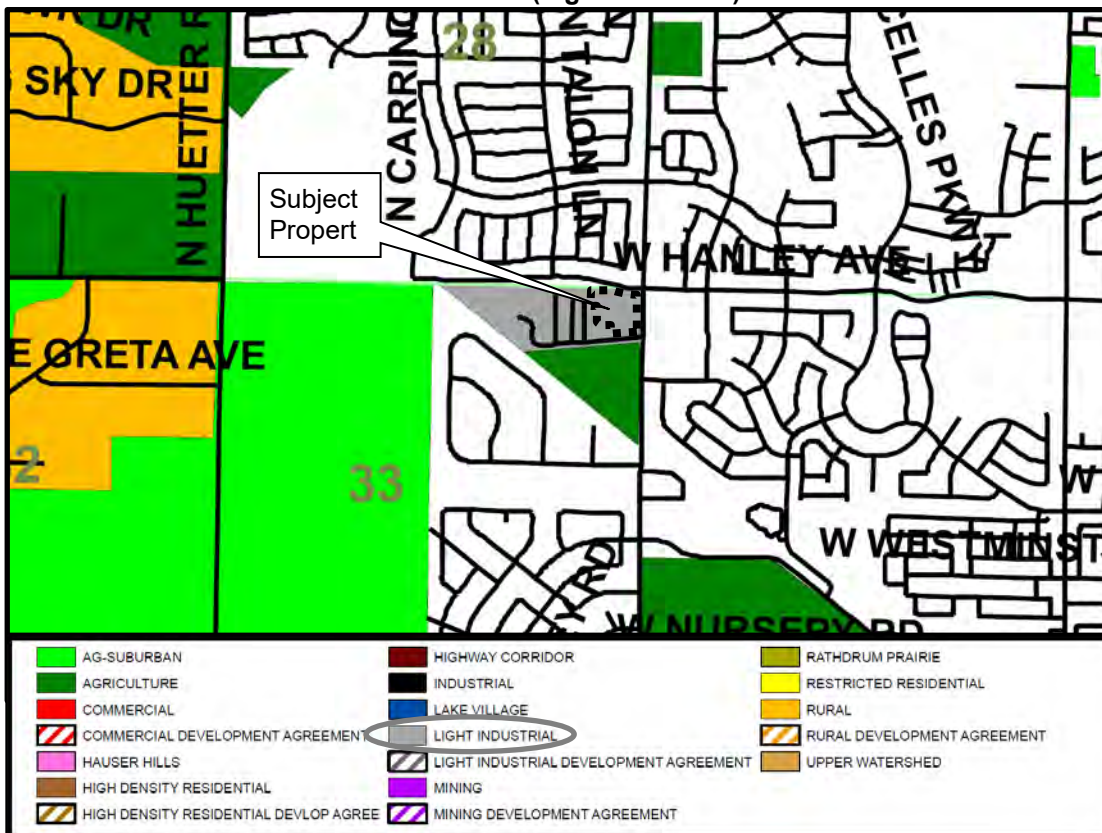


- Laundry service.
- Ministorage facilities.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- Pocket residential development (as specified by the R-17 district).
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office.

**17.05.510: PERMITTED USES; ACCESSORY:**

- Accessory permitted uses in a C-17 district shall be as follows:
- Accessory dwelling units.
- Apartment for resident caretaker watchman.
- Outside area or buildings for storage and/or preparation of merchandise or goods necessary for and incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district.

**CURRENT KOOTENAI COUNTY ZONING (Light Industrial):**



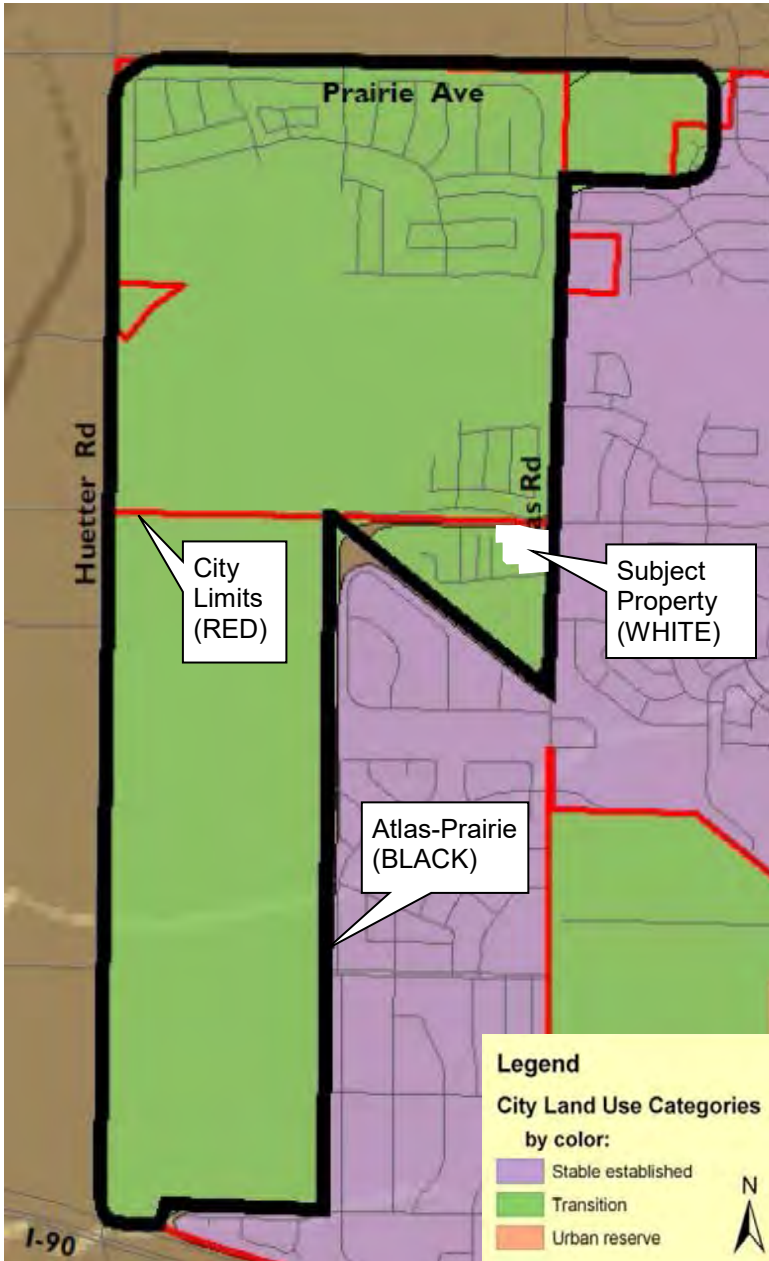
**REQUIRED FINDINGS FOR ANNEXATION:**

**Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:**

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as: **Atlas-Prairie:**

**Atlas-Prairie Comprehensive Plan Map:**



**Transition:**

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

## **Land Use: Atlas-Prairie**

### **Atlas-Prairie Today:**

This area consists largely of prairie farmland and native conifer forest. The northern tier of the district contains a rapidly developing, suburban subdivision. This area lies over the Spokane Valley-Rathdrum Prairie Aquifer, and also holds the last, large tract of vacant land within the Area of City Impact (ACI).

Farmland is broken into parcels ranging from approximately 23 to 160+ acres. Subdivisions are developing with approximately three houses per acre (3:1). The remaining parcels provide opportunities for large-scale master planning.

Public infrastructure for development is not present in some locations and would require extensions from existing main lines.

### **Atlas-Prairie Tomorrow:**

Generally, this area is envisioned to be a residential area, lower in density, that develops with interconnected neighborhoods providing a mix of housing choices.

### **The characteristics of Atlas-Prairie neighborhoods will be:**

- That overall density may approach four to five residential units per acre (4-5:1), however, pockets of higher density housing and multi-family units are appropriate incompatible areas.
- Annexing requires careful evaluation of infrastructure needs.
- Open space, parks, and pedestrian and bicycle connections will be provided.
- Developments adjacent to the Area of City Impact (ACI) boundary will provide for a distinctive entrance to the city.
- Neighborhood service nodes where appropriate.
- The street network will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- A bypass study is underway to determine how traffic will be distributed to ease pressure from US 95.

## **COMPREHENSIVE PLAN GOALS & OBJECTIVES:**

- **Objective 1.02 - Water Quality:**  
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- **Objective 1.11- Community Design:**  
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**  
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**  
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

- **Objective 1.16 - Connectivity:**  
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.02 - Economic & Workforce Development:**  
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**  
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.01 - Managed Growth:**  
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
- **Objective 3.05 - Neighborhoods:**  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.08 - Housing:**  
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- **Objective 3.10 - Affordable & Workforce Housing:**  
Support efforts to preserve and provide affordable and workforce housing.
- **Objective 3.16 - Capital Improvements:**  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- **Objective 3.18 - Transportation:**  
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

**Evaluation:** *City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*



**Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**STORMWATER:**

Stormwater will be addressed as the areas proposed for annexation develop. The area proposed for C-17 zoning applications will typically utilize curb adjacent drainage swales, while the proposed commercial areas will construct site specific drainage areas within any defined parking lots.

*-Submitted by Shane Roberts, Public Works Inspector*

**STREETS:**

The area proposed for annexation is bordered by two arterial roadways, Atlas Road (N/S) and Hanley Avenue (E/W) which is within the City of Coeur d'Alene's jurisdictional boundary.

The frontage along Atlas Road is partially developed. Any necessary improvements would be addressed at the time the site is developed. Ingress/egress will be allowed per the discretion of the City Engineer, on Hanley Avenue. The Atlas/Hanley intersection is fully signalized. Access restrictions may be utilized within 300' of the intersection to reduce/avoid designated turn lane conflicts.

*-Submitted by Shane Roberts, Public Works Inspector*

**WATER:**

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There are water mains adjacent to the property on both Atlas and Hanley. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel under the proposed C17 zoning. Proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense.

*-Submitted by Terry Pickel, Water Superintendent*

**WASTEWATER:**

The Wastewater Utility has no objections to Annexation A-6-16, and based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project as proposed. Public sewer is available within the Hanley Avenue Right-of-Way which borders the subject property's northerly property line.

The subject property is required to connect to the public sewer prior to the Wastewater Utility signing off on building permits. Recorded "As-built" Drawings do not show a sewer lateral was extended to the subject property.

All developments that discharge sewer into the Hawks Nest Lift Station are required to financially contribute the future Huetter Interceptor with regards to their respective capacity. At the time of building permit, this development will be required to pay the Huetter Interceptor Fee (\$650.00/ERU).

*-Submitted by Mike Becker, Utility Project Manager*

**PARKS (TRAILS & STREET TREES):**

The Trails and Bikeways Masterplan calls for a paved 10' to 12' shared-use asphalt path to be built along the east side of the development in either the private property or the right of way along the west side of Atlas Road. This trail would be built instead of a sidewalk. Our preferred width is 12' but 10' is allowed if there are property constraints.

The City is also requesting the ability to connect the shared use path along the south side of Hanley near the subject property with the Prairie Trail to the west. There is a "pinch-point" where the existing fence is too close to Hanley to allow a trail to be built for connectivity to the current trail along Hanley and to the Prairie Trail (see map below). A 20' easement or dedication of right-of-way to allow for a future trail along the south of Hanley Road curb line has been suggested to be included in an annexation agreement or to be completed prior to the agreement. An easement or dedication of the right-of-way would allow a trail to be built next to the road to give pedestrians and bicyclists a safe path.

*-Submitted by Monte McCully, Trails Coordinator*





There is an existing row of native trees and shrubs within the area that appears to be the public right-of-way along Hanley Avenue (see map below). The City would like for these trees to be retained as they provide many benefits including providing a natural buffer between the residential neighborhood and commercial lots.

Any trees within the public right-of-way are considered street trees and require a permit to prune or remove. Planting of new street trees along street frontages will also be required as site development and/or building permits are approved.

*-Submitted by Katie Kosanke, Urban Forestry Coordinator*



**FIRE:**

The Fire Department works with the Engineering, Water, and Building Departments, to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire Department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation, or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CDA FD will address all concerns at site development and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector*

**Evaluation:** *City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

**Finding #B10:** **That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

The subject property is relatively flat with Atlas Road to the east. The site has been recently cleared as shown in the following pictures.

Directly north is Hanley Avenue. A portion of the Hanley Ave. frontage has been improved and includes landscaping and trees, a ten foot (dead end) asphalt trail, and a mature buffer backdrop of evergreen trees to mitigate the existing industrial type uses from the subdivision known as "Hawks Nest".

Due to the nature of the area being surrounded by existing city limits, along with the availability of city utilities near the site, it is the opinion of staff that the subject property is suitable for annexation and development at this time.

**PHOTOS OF SUBJECT PROPERTY:**

*Looking east from Hern Ave (in county) with subject property to the north (left):*



*Corner of Hern Ave and Atlas Rd looking north toward Hawk's Nest:*





*Subject property from Hern Ave looking north:*



*"Pinch point" along Hanley Ave.:*





*Trail along Hanley Ave. near terminus looking east:*



*Corner of Atlas Rd and Hanley Ave looking north toward the subject property:*





**Evaluation:** City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.

**Finding #B11:** That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

**TRAFFIC:**

The requested commercial zones total 7.46 acres, however, without defined uses, traffic volumes cannot be estimated. Traffic estimates vary considerably with the type of use, and, since the proposed C-17 zone is the broadest use zoning designation utilized in the City, volumes cannot be determined until site specific uses have been proposed.

Any related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

*-Submitted by Shane Roberts, Public Works Inspector*

**NEIGHBORHOOD CHARACTER:**

See the "Atlas-Prairie" descriptions from the 2007 Comprehensive Plan listed in Finding #B8 as well as the photos of subject property. A land use and zoning map are provided below to assist in depicting the context of the area.

**GENERALIZED LAND USE PATTERN:**





**EXISTING ZONING:**



**Evaluation:** City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.

**STAFF COMMENTS TO CONSIDER FOR ANNEXATION AGREEMENT:**

**Parks:** Provide 20' in the form of an easement or dedication of right-of-way from southern curb for a future trail along Hanley Ave. where there is a "pinch-point" (see map on page 9 of staff report).

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

- 2007 Comprehensive Plan
- Transportation Plan
- Municipal Code
- Idaho Code
- Wastewater Treatment Facility Plan
- Water and Sewer Service Policies
- Urban Forestry Standards
- Transportation and Traffic Engineering Handbook, I.T.E.
- Manual on Uniform Traffic Control Devices
- 2010 Coeur d'Alene Trails Master Plan

**ACTION ALTERNATIVES:**

City Council must consider this request and make separate findings to approve, deny or deny without prejudice.



## JUSTIFICATION

The subject property has been considered part of the Hern Industrial Park for many years and this particular area is the undeveloped parcel that fronts N. Atlas Road and W. Hanley Avenue. Per the 2007 Comprehensive Plan Category it is considered “Transitional” which seems logical in this area of the City. With the large amount of housing developments that surround the subject property to the north (Hawks Nest, The Trails and The Landings) and east (Coeur d’Alene Place), a commercial development in this area is an improvement that is much needed and can support these neighborhoods.

We are located in the Ramsey – Woodland neighborhood area and, as previously mentioned, there is a large number of homes in this immediate area which could utilize the services provided within our development plan.

This property does not appear to be identified with any Special Areas for consideration during planning.

## GOALS AND POLICIES

**Goal #2: Economic Environment** – this goal mentions the desire to preserve the city’s quality workplaces and encourages economic growth per objective 2.02. This parcel, along with our development plan, shall create jobs and provide a service not only for the local neighbors but for the entire city.

**Goal #3: Home Environment** – With residential neighbors surrounding the subject property to the north and east, we feel that per objective 3.06 we can provide a service to them that is within walking/biking distance or on the way home for that fill up of gas or loaf of bread. Additional commercial/retail capacity is envisioned here as well to support these existing neighborhoods.



Applicant: Iron Legacy, LLC  
Location: W. Side of Atlas Rd. S. of Hanley Avenue  
Request: A proposed 7.46 ac. annexation from County LI to City C-17.  
LEGISLATIVE (A-6-16)

Staff comments:

- Sean Holm, Planner, presented the staff report stating that the applicant is requesting approval for an annexation of 7.46 acres from County LI (Light Industrial) to City C-17 (Commercial at 17 units/acre). He stated this will be a recommendation from the Planning Commission to Council to either approve or deny this annexation into the city.
- He presented a copy of the annexation map pointing out a “pinch-point” where the existing fence is too close to Hanley to allow a trail to be built for connectivity to the Prairie Trail, and because of that, the Parks Department has added a condition to request, as part of the annexation agreement, a 20’ easement or dedication of right-of-way to allow for a future trail along south of the Hanley Road curb line.

Mr. Holm concluded his report and asked if the Planning Commission had any questions.

There were no questions for staff.

Public testimony opened.

Chris Clark, applicant representative, provided the following statements:

- The property would be a great infill property for the city.
- Staff provided a great report.
- He commented if you look north and east of this property, there is a lot of residential and to the south and west, commercial, and feels this will be a nice buffer that will provide essential services as the city grows.
- He commented that they have had discussions with staff regarding the “pinch-point” on the property and agrees with the condition to be added to the annexation agreement.
- He asked if the commission had any questions.

There were no questions for the applicant.

Public testimony closed.

**Motion by Rumpler, seconded by Fleming, to approve Item A-6-16. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the Planning Commission on December 13, 2016, and there being present a person requesting approval of ITEM A-6-16, a request for zoning prior to annexation from County LI to City C-17.

APPLICANT: IRON LEGACY, LLC

LOCATION: +/- 7.46 ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS RD AND HANLEY AVE.

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

- B1. That the existing land uses are residential and commercial.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County LI.
- B4. That the notice of public hearing was published on December 3, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 13, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - Objective 1.12 - Community Design:** Support the enhancement of existing urbanized areas and discourage sprawl.
  - Objective 1.16 - Connectivity:** Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
  - Objective 2.02 - Economic & Workforce Development:** Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- 9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.



B10. That the physical characteristics of the site do make it suitable for the request at this time.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land use based on the information in the staff report.

**ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of IRON LEGACY, LLC for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

**Parks:**

Provide 20' in the form of an easement or dedication of right-of-way from southern curb for a future trail along Hanley Ave. where there is a "pinch-point" (see map on page 9 of staff report).

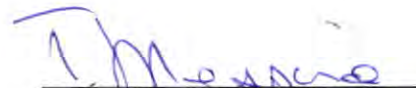
Motion by Rumpler, seconded by Fleming, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Commissioners Jordan and Ingalls were absent.

Motion to approve carried by a 4 to 0 vote.

  
\_\_\_\_\_  
VICE-CHAIR TOM MESSINA

*City Council Meeting*



City of  
**Coeur d'Alene**  
IDAHO

*January 17, 2017*

**A-6-16: Annexation**  
**"Iron Legacy"**

**APPLICANT:**

Iron Legacy, LLC

**SUBJECT:**

Zoning in conjunction with annexation.

**LOCATION:**

Southwest corner of the Atlas Rd. and Hanley Ave.  
intersection.



## A-6-16: Annexation "Iron Legacy"

### **COMPREHENSIVE DECISION POINTS:**

Iron Legacy, LLC is requesting:

1. Annexation of +/- 7.46 acres
2. C-17 zoning designation



## A-6-16: Annexation "Iron Legacy"

### **GENERAL INFORMATION:**

Iron Legacy, LLC is proposing to annex +/- 7.46 acres as shown on the annexation map. The property is currently zoned County Light Industrial and the applicant is requesting city C-17 zoning district.



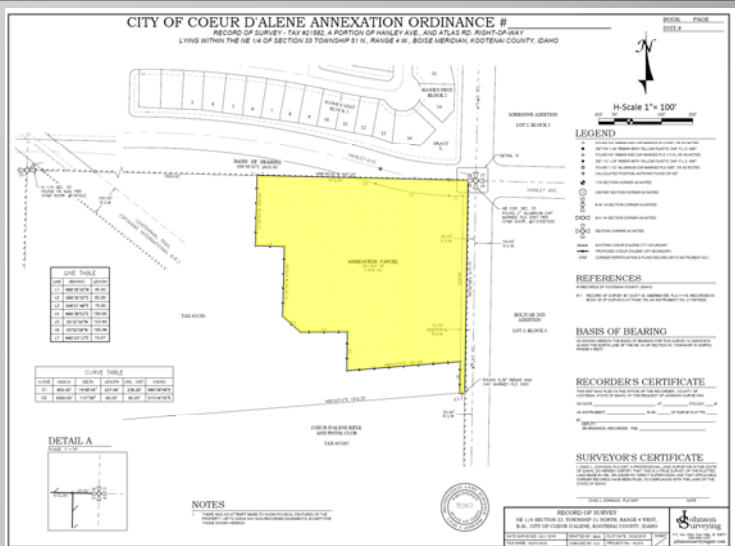


# A-6-16: Annexation "Iron Legacy"

## AERIAL PHOTO:



# A-6-16: Annexation "Iron Legacy"



## A-6-16: Annexation "Iron Legacy"

### Article IX. C-17 COMMERCIAL

#### 17.05.490: GENERALLY:

A. The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

B. This district should be located adjacent to arterials, however, joint access developments are encouraged.



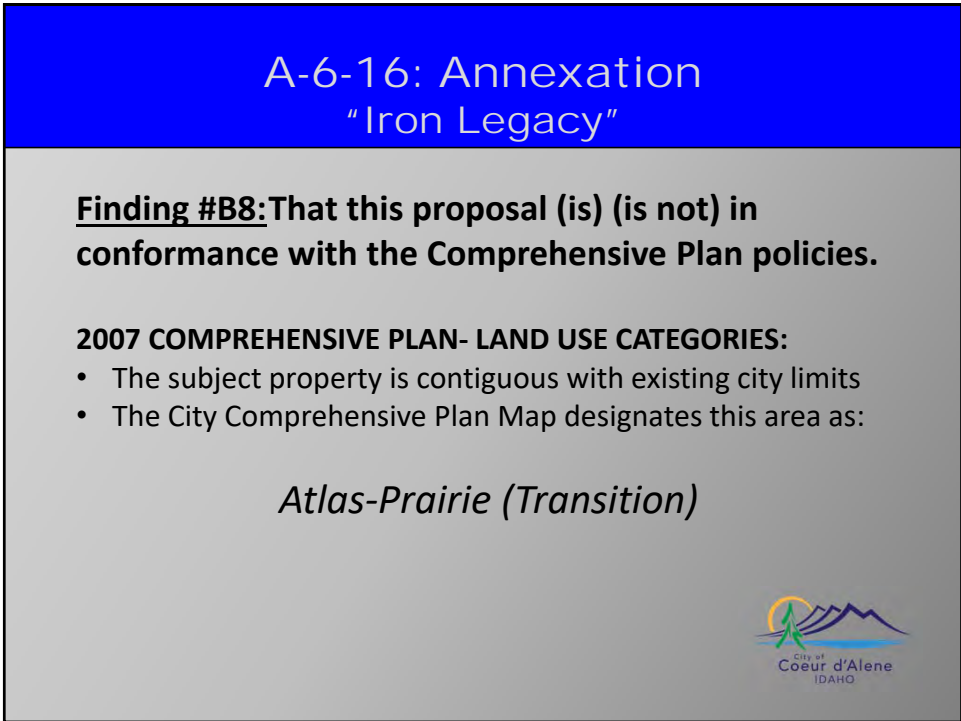
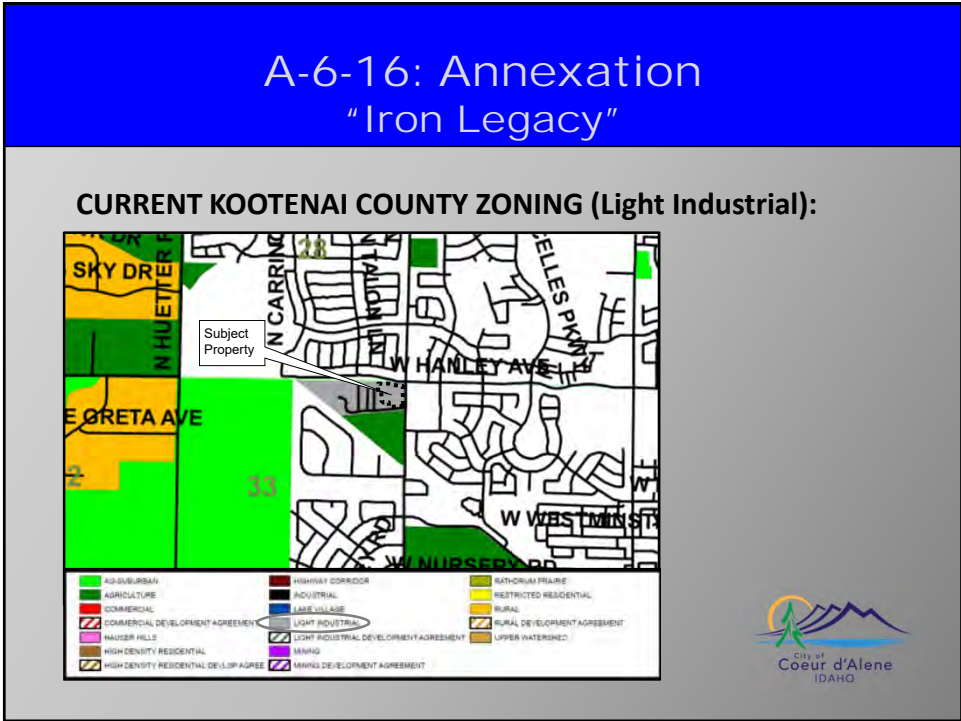
## A-6-16: Annexation "Iron Legacy"

### 17.05.500: PERMITTED USES; PRINCIPAL:

Principal permitted uses in a C-17 district shall be as follows:

- |  |   |                                  |
|--|---|----------------------------------|
| Administrative offices.  | Community organization.                             | Hotel/motel.                     |
| Agricultural supplies and commodity sales.                         | Construction retail sales.                          | Juvenile offenders facility.     |
| Automobile and accessory sales.                                    | Consumer repair service.                            | Laundry service.                 |
| Automobile parking when serving an adjacent business or apartment. | Convenience sales.                                  | Ministorage facilities.          |
| Automobile renting.  | Convenience service.                                | Multiple-family housing          |
| Automobile repair and cleaning.                                    | Department stores.                                  | Neighborhood recreation.         |
| Automotive fleet storage.  | Duplex housing (as specified by the R-12 district). | Noncommercial kennel.            |
| Automotive parking.  | Essential service.                                  | Nursing/convalescent/rest homes. |
| Banks and financial institutions.                                  | Farm equipment sales.                               | Personal service establishments. |
| Boarding house.  | Finished goods wholesale.                           | Pocket residential development.  |
| Building maintenance service.                                      | Food and beverage stores, on/off site consumption.  | Professional offices.            |
| Business supply retail sales.                                      | Funeral service.                                    | Public recreation.               |
| Business support service.  | General construction service.                       | Rehabilitative facility.         |
| Childcare facility.  | Group assembly.                                     | Religious assembly.              |
| Commercial film production.  | Group dwelling - detached housing.                  | Retail gasoline sales.           |
| Commercial kennel.   | Handicapped or minimal care facility.               | Single-family detached housing   |
| Commercial recreation.   | Home furnishing retail sales.                       | Specialty retail sales.          |
| Communication service.   | Home occupations.                                   | Veterinary office.               |
| Community assembly.  | Hospitals/healthcare.                               |                                  |
| Community education.   |   |                                  |





## A-6-16: Annexation "Iron Legacy"

**Atlas-Prairie Comprehensive Plan Map:**

**Transition:**  
These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

## A-6-16: Annexation "Iron Legacy"

**Atlas-Prairie Today:**

This area consists largely of prairie farmland and native conifer forest. The northern tier of the district contains a rapidly developing, suburban subdivision. This area lies over the Spokane Valley-Rathdrum Prairie Aquifer, and also holds the last, large tract of vacant land within the Area of City Impact (ACI).

Farmland is broken into parcels ranging from approximately 23 to 160+ acres. Subdivisions are developing with approximately three houses per acre (3:1). The remaining parcels provide opportunities for large-scale master planning.

Public infrastructure for development is not present in some locations and would require extensions from existing main lines.

## A-6-16: Annexation "Iron Legacy"

### **Atlas-Prairie Tomorrow:**

Generally, this area is envisioned to be a residential area, lower in density, that develops with interconnected neighborhoods providing a mix of housing choices.

#### **The characteristics of Atlas-Prairie neighborhoods will be:**

- That overall density may approach four to five residential units per acre (4-5:1), however, pockets of higher density housing and multi-family units are appropriate incompatible areas.
- Annexing requires careful evaluation of infrastructure needs.
- Open space, parks, and pedestrian and bicycle connections will be provided.
- Developments adjacent to the Area of City Impact (ACI) boundary will provide for a distinctive entrance to the city.
- Neighborhood service nodes where appropriate.
- The street network will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- A bypass study is underway to determine how traffic will be distributed to ease pressure from US 95.



## A-6-16: Annexation "Iron Legacy"

### **COMPREHENSIVE PLAN GOALS & OBJECTIVES:**

- Objective 1.02 - Water Quality:
- Objective 1.11- Community Design:
- Objective 1.12 - Community Design:
- Objective 1.13 - Open Space:
- Objective 1.14 - Efficiency:
- Objective 1.16 - Connectivity:
- Objective 2.02 - Economic & Workforce Development:
- Objective 2.05 - Pedestrian & Bicycle Environment:
- Objective 3.01 - Managed Growth:
- Objective 3.05 - Neighborhoods:
- Objective 3.10 - Affordable & Workforce Housing:
- Objective 3.08 - Housing:
- Objective 3.10 - Affordable & Workforce Housing:
- Objective 3.16 - Capital Improvements:
- Objective 3.18 - Transportation:
- Objective 4.02 - City Services:
- Objective 4.06 - Public Participation:



## A-6-16: Annexation "Iron Legacy"

**Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**STORMWATER:**

Stormwater will be addressed as the areas proposed for annexation develop. The area proposed for C-17 zoning applications will typically utilize curb adjacent drainage swales, while the proposed commercial areas will construct site specific drainage areas within any defined parking lots.

*-Submitted by Shane Roberts, Public Works Inspector*

**STREETS:**

The area proposed for annexation is bordered by two arterial roadways, Atlas Road (N/S) and Hanley Avenue (E/W) which is within the City of Coeur d'Alene's jurisdictional boundary.

The frontage along Atlas Road is partially developed. Any necessary improvements would be addressed at the time the site is developed. Ingress/egress will be allowed per the discretion of the City Engineer, on Hanley Avenue. The Atlas/Hanley intersection is fully signalized. Access restrictions may be utilized within 300' of the intersection to reduce/avoid designated turn lane conflicts.

*-Submitted by Shane Roberts, Public Works Inspector*



## A-6-16: Annexation "Iron Legacy"

**Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**WATER:**

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There are water mains adjacent to the property on both Atlas and Hanley. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel under the proposed C17 zoning. Proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense.

*-Submitted by Terry Pickel, Water Superintendent*



## A-6-16: Annexation "Iron Legacy"

### **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

#### **WASTEWATER:**

The Wastewater Utility has no objections to Annexation A-6-16, and based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project as proposed. Public sewer is available within the Hanley Avenue Right-of-Way which borders the subject property's northerly property line.

The subject property is required to connect to the public sewer prior to the Wastewater Utility signing off on building permits. Recorded "As-built" Drawings do not show a sewer lateral was extended to the subject property.

All developments that discharge sewer into the Hawks Nest Lift Station are required to financially contribute the future Huetter Interceptor with regards to their respective capacity. At the time of building permit, this development will be required to pay the Huetter Interceptor Fee (\$650.00/ERU).

*-Submitted by Mike Becker, Utility Project Manager*



## A-6-16: Annexation "Iron Legacy"

### **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

#### **PARKS (TRAILS & STREET TREES):**

The Trails and Bikeways Masterplan calls for a paved 10' to 12' shared-use asphalt path to be built along the east side of the development in either the private property or the right of way along the west side of Atlas Road. This trail would be built instead of a sidewalk. Our preferred width is 12' but 10' is allowed if there are property constraints.

The City is also requesting the ability to connect the shared use path along the south side of Hanley near the subject property with the Prairie Trail to the west. There is a "pinch-point" where the existing fence is too close to Hanley to allow a trail to be built for connectivity to the current trail along Hanley and to the Prairie Trail (see map below). A 20' easement or dedication of right-of-way to allow for a future trail along the south of Hanley Road curb line has been suggested to be included in an annexation agreement or to be completed prior to the agreement. An easement or dedication of the right-of-way would allow a trail to be built next to the road to give pedestrians and bicyclists a safe path.

*-Submitted by Monte McCully, Trails Coordinator*





## A-6-16: Annexation "Iron Legacy"

**Finding #B9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.



## A-6-16: Annexation "Iron Legacy"

**Finding #B9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.

**PARKS (TRAILS & STREET TREES):** There is an existing row of native trees and shrubs within the area that appears to be the public right-of-way along Hanley Avenue (see map below). The City would like for these trees to be retained as they provide many benefits including providing a natural buffer between the residential neighborhood and commercial lots.

Any trees within the public right-of-way are considered street trees and require a permit to prune or remove. Planting of new street trees along street frontages will also be required as site development and/or building permits are approved.

*-Submitted by Katie Kosanke, Urban Forestry Coordinator*





## A-6-16: Annexation "Iron Legacy"

**Finding #B9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.



## A-6-16: Annexation "Iron Legacy"

**Finding #B9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.

**FIRE:**

The Fire Department works with the Engineering, Water, and Building Departments, to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire Department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation, or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CDA FD will address all concerns at site development and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector*



## A-6-16: Annexation "Iron Legacy"

**Finding #B10:** That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

**PHYSICAL CHARACTERISTICS:**

The subject property is relatively flat with Atlas Road to the east. The site has been recently cleared as shown in the following pictures.

Directly north is Hanley Avenue. A portion of the Hanley Ave. frontage has been improved and includes landscaping and trees, a ten foot (dead end) asphalt trail, and a mature buffer backdrop of evergreen trees to mitigate the existing industrial type uses from the subdivision known as "Hawks Nest".

Due to the nature of the area being surrounded by existing city limits, along with the availability of city utilities near the site, it is the opinion of staff that the subject property is suitable for annexation and development at this time.



## A-6-16: Annexation "Iron Legacy"

**PHOTOS OF SUBJECT PROPERTY:**



*Looking east from Hern Ave with subject property to the north (left)*



## A-6-16: Annexation "Iron Legacy"

### **PHOTOS OF SUBJECT PROPERTY:**



*Corner of Hern Ave and Atlas Rd looking north toward Hawk's Nest*



## A-6-16: Annexation "Iron Legacy"

### **PHOTOS OF SUBJECT PROPERTY:**



*Subject property from Hern Ave looking north*



## A-6-16: Annexation "Iron Legacy"

### PHOTOS OF SUBJECT PROPERTY:



*"Pinch point" along Hanley Ave.*



## A-6-16: Annexation "Iron Legacy"

### PHOTOS OF SUBJECT PROPERTY:



*Trail along Hanley Ave. near terminus looking east*



## A-6-16: Annexation "Iron Legacy"

**Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

### **NEIGHBORHOOD CHARACTER:**

See the "Atlas-Prairie" descriptions from the 2007 Comprehensive Plan listed in Finding #B8 as well as the photos of subject property. A land use and zoning map will be presented in the following slides depicting the context of the area.



## A-6-16: Annexation "Iron Legacy"

**Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

### **TRAFFIC:**

The requested commercial zones total 7.46 acres, however, without defined uses, traffic volumes cannot be estimated. Traffic estimates vary considerably with the type of use, and, since the proposed C-17 zone is the broadest use zoning designation utilized in the City, volumes cannot be determined until site specific uses have been proposed.

Any related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

*-Submitted by Shane Roberts, Public Works Inspector*





# A-6-16: Annexation "Iron Legacy"

## GENERALIZED LAND USE PATTERN:



# A-6-16: Annexation "Iron Legacy"

## EXISTING ZONING:



## A-6-16: Annexation "Iron Legacy"

### **STAFF COMMENTS TO RECOMMEND TO CITY COUNCIL FOR ANNEXATION AGREEMENT:**

#### **Parks:**

Provide 20' in the form of an easement or dedication of right-of-way from southern curb for a future trail along Hanley Ave. where there is a "pinch-point" (see map on page 9 of staff report).



## A-6-16: Annexation "Iron Legacy"

### **ACTION ALTERNATIVES:**

City Council must consider this request and make appropriate findings:

- To approve
- Deny
- Deny without prejudice



## A-6-16: Annexation "Iron Legacy"

### **ANNEXATION FINDINGS:**

**Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**Finding #B9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.

**Finding #B10:** That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

**Finding #B11:** That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.





## **CITY COUNCIL STAFF REPORT**

**FROM:** MIKE BEHARY, PLANNER

**DATE:** JANUARY 17, 2017

**SUBJECT:** A-7-16 – ZONING PRIOR TO ANNEXATION OF 1.51 ACRES FROM COUNTY AGRICULTURAL SUBURBAN TO R-3 (RESIDENTIAL AT 3 UNITS/ACRE)

**LOCATION:** PROPERTY LOCATED NORTH OF AND ADJACENT TO 993 VICTORIAN DRIVE, COEUR D'ALENE

**APPLICANT:**

Lake City Engineering  
3909 N Schreiber Way  
Suite 4  
Coeur d'Alene, ID 83815

**OWNER:**

Brown Living Trust  
c/o Clarence Brown  
993 Victorian Drive  
Coeur d'Alene, ID 83814

**DECISION POINT:**

The applicant is requesting approval of an annexation of 1.51 acres in conjunction with zoning approval from county Agricultural Suburban (Ag-Suburban) Zone to city R-3 (Residential at 3 units/acre) zoning district.

**BACKGROUND INFORMATION:**

The subject parcel was subdivided improperly in Kootenai County approximately 13 years ago. At that time this split occurred the County required a five acre parcel as a minimum lot size in the Ag-Suburban zone. The County has since adopted new zoning regulations requiring a minimum lot size of two acres in the Ag-Suburban Zone, and this parcel is 1.51 acres.

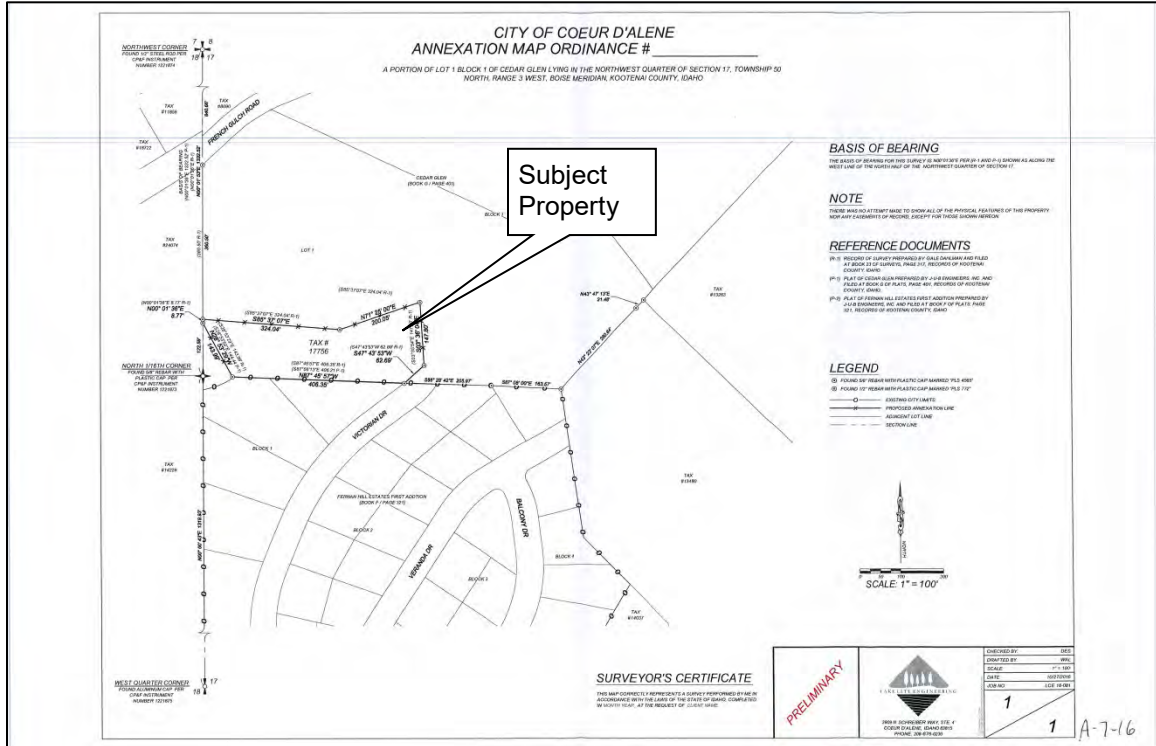
The owner that originally purchased this property 1.51 ace piece of property is now deceased. The current owner of the property also owns the adjoining single family residence property to the south of this site and has indicated that they intend to combine this property with their house property to the south of this site.

The owners currently use this property as an extension of their residential lot. The owner currently has the property landscaped with grass and trees. The subject property has been used as part of the property owner's residential yard for over 13 years.

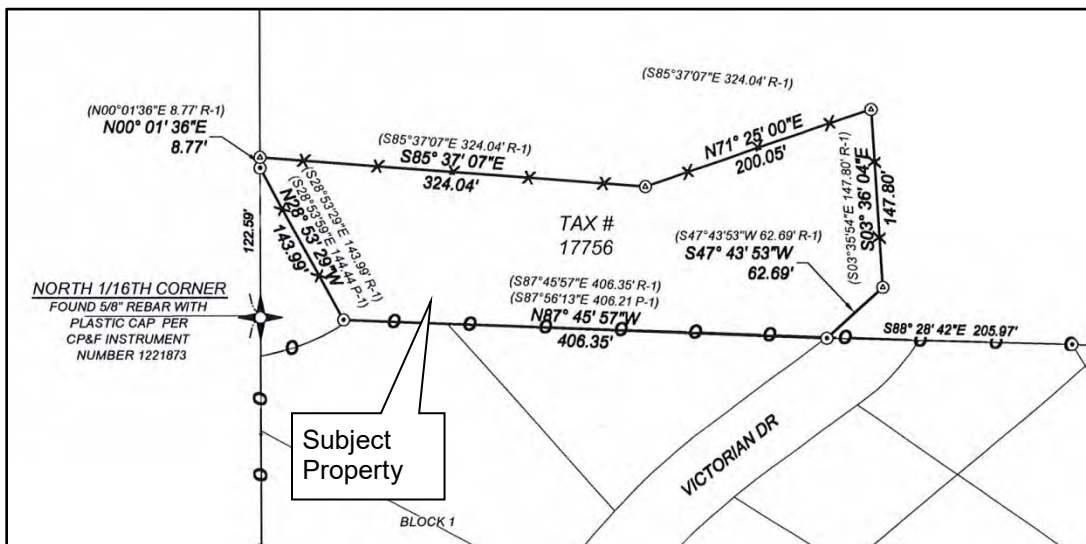
It should also be noted that this annexation request will be done in conjunction with a short plat to legally subdivide the properties. If the request is approved, City staff will coordinate with County staff on processing the short plat, which will encompass properties both within and outside of city

limits. The proposed annexation and short plat has been discussed with the County's Community Development Director, David Callahan, who is in support of this request.

**ANNEXATION MAP:**



**ANNEXATION ZOOM IN MAP:**





**PROPERTY LOCATION MAP:**

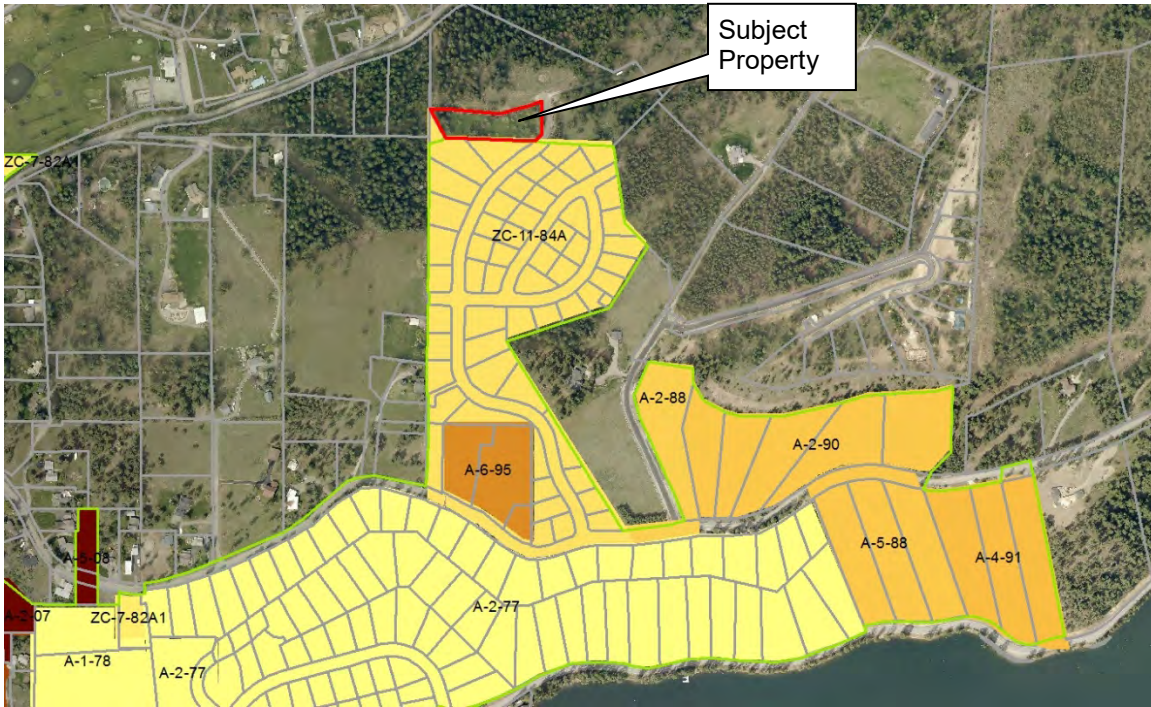


**AERIAL PHOTO:**

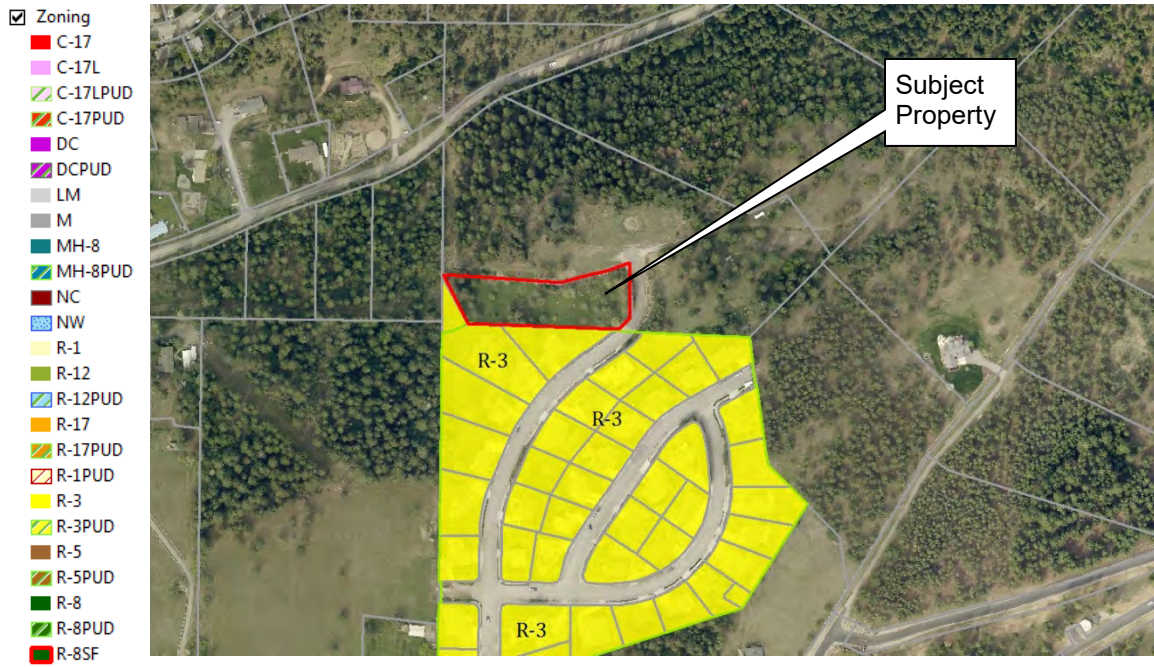




**ANNEXATION HISTORY MAP:**



**ZONING MAP:**



Approval of the zone change request would allow the following potential uses of the property.

**17.05.090: GENERALLY: Residential R-3**

This district is intended as a residential area that permits single family detached housing at a density of 3 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

**R-3 Zoning District:**

Principal permitted uses in an R-3 district shall be as follows:

- single family housing
- home occupations as defined in Sec. 17.06.705
- essential services (underground)
- civic administrative offices
- neighborhood recreation
- public recreation

Permitted uses by special use permit in an R-3 district shall be as follows:

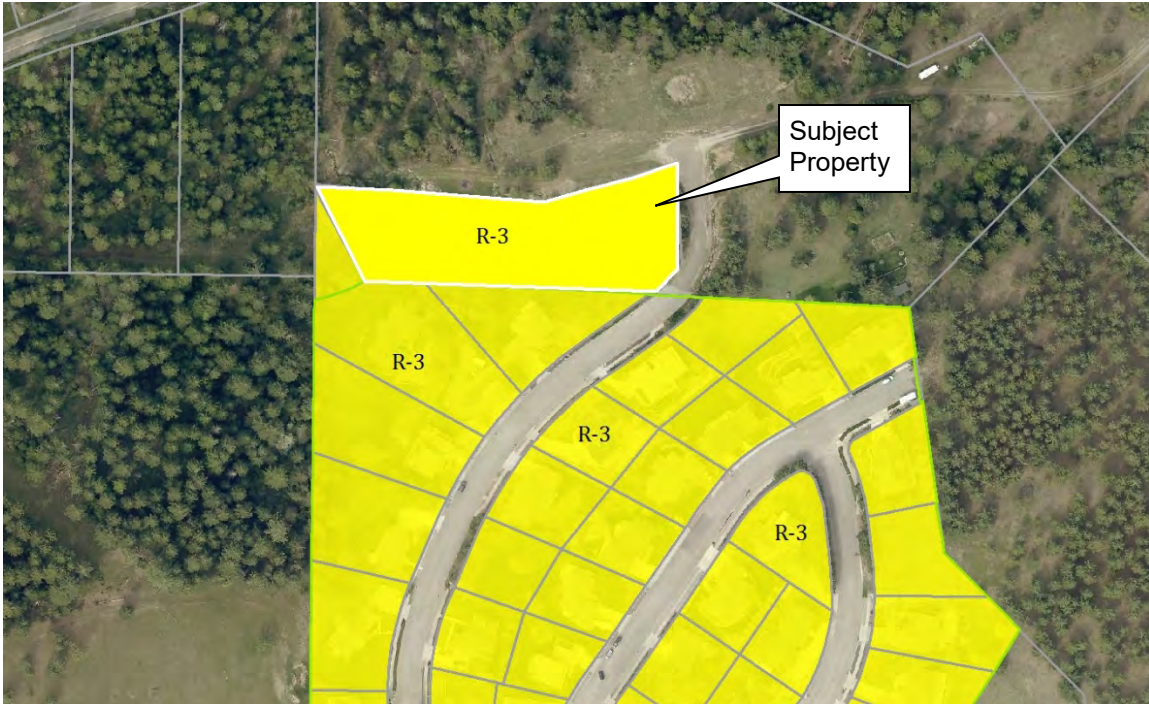
- community assembly
- community education
- community organization
- convenience sales
- essential service (above ground)
- noncommercial kennel
- religious assembly
- bed & breakfast facility
- per. 17.08.500
- commercial film production

Accessory Uses:

- carport, garage and storage structures (attached or detached)
- private recreation facility (enclosed or unenclosed)
- outside storage when incidental to the principal use.
- temporary construction yard.
- 5 .temporary real estate office.
- accessory dwelling unit

The proposed zoning is shown on the map below.

**PROPOSED ZONING MAP:**



**REQUIRED FINDINGS FOR ANNEXATION:**

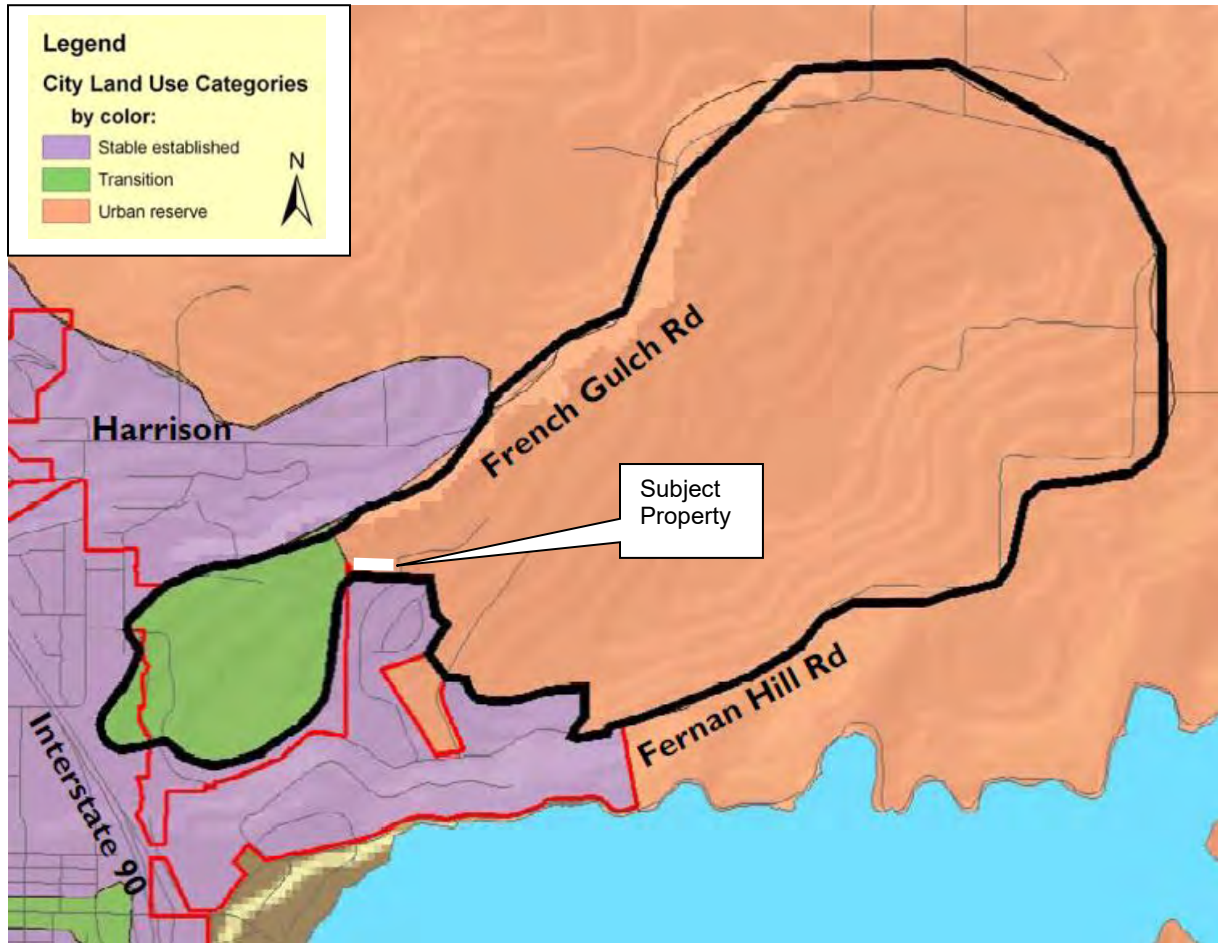
- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN LAND USE CATEGORY:**

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates this area within the Fernan Hill Bench area.



**COMPREHENSIVE PLAN MAP: Fernan Hill Bench:**



**URBAN RESERVE:**

These areas represent lower priorities for city growth do to natural constraints such as topography, soils, and wetlands. They also have city service constraints such as water, sewer, and police and fire protection.

**Fernan Hill Bench Today:**

This area is generally located between French Gulch and Fernan Hill roads and extends from Interstate 90 approaching the Area of City Impact (ACI) boundary. The area is sparsely developed with single-family dwellings on lots ranging in size from two acres to several hundred acres.

The Fernan Hill Bench consists of gently consists of gently rolling terrain with adjacent, increasingly steep slopes. Coniferous forest dominates a majority of this area.

### **Fernan Hill Bench Tomorrow:**

Future development will require infrastructure and hillside development, and will present tree and open space preservation challenges. The area is generally envisioned to continue to develop as lower density, single-family area with care taken to preserve the natural vegetation, views, and open space on steeper slopes.

### **The characteristics of Fernan Hill Bench area will be:**

- That overall density in this area will be approximately one dwelling unit per five acres (1:5). However, in any given development, higher densities up to three (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- As the area grows, parcels not suitable for development will not significantly impact views and vistas.
- As the area grows, parcels not suitable for development should be preserved for open space through conservation easements, clustering, acquisitions, etc.
- Provision of infrastructure to this area will make development difficult because of a significant increase in topographical extremes east of Fernan Hill Estates subdivision.
- Potential traffic issues must be addressed prior to development as “downstream” neighborhoods will be impacted. Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

### **COMPREHENSIVE PLAN GOALS & OBJECTIVES:**

#### **Objective 1.05**

##### **Vistas:**

Protect the key vistas and view corridors of the hillside and water fronts that make Coeur d’Alene unique.

#### **Objective 1.06**

##### **Vistas:**

Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.

#### **Objective 1.11**

##### **Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

#### **Objective 1.12**

##### **Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

#### **Objective 1.13**

##### **Open Space:**

Encourage all participants to make open space a priority with every development and annexation.

#### **Objective 1.14**

##### **Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.



**Objective 1.16**

**Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

**Objective 2.05**

**Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Objective 3.02**

**Managed Growth:**

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

**Objective 3.04**

**Neighborhoods:**

Encourage the formation of active neighborhood associations and advocate their participation in the public process.

**Objective 3.05**

**Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.16**

**Capital Improvements:**

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

**Objective 4.01**

**City Services:**

Make decisions based on the needs and desires of the citizenry.

**Objective 4.02**

**City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

**Objective 4.06**

**Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision-making process.

**Evaluation:** *The City Council will need to determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

- B. **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**STORMWATER:**

City code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Stormwater issues will be addressed at the time of development on the subject property.

*-Submitted by Dennis Grant, Engineering Project Manager*

**STREETS:**

The area proposed for annexation, according to the annexation map has no public right-of-way (ROW) access to the property. The closest access is Victorian Drive. Victorian Drive is a fully developed thirty-six-foot wide street section and could manage the traffic flow from the adjoining development. Any necessary improvements would be addressed at the time of development of the site.

*-Submitted by Dennis Grant, Engineering Project Manager*

**WATER:**

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. Any proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense.

*-Submitted by Terry Pickel, Water Superintendent*

**SEWER:**

Public sewer is available within an adjacent utility easement along the subject property's northerly and easterly property line. A sewer lateral is extended to the property. The wastewater Utility has no objections to Annexation A-7-16, and based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project as proposed.

*-Submitted by Mike Becker, Utility Project Manager*

**PARKS:**

The Parks Department has no requirements and has no objection to the proposed annexation.

*-Submitted by Monte McCully, Trails Coordinator*

**FIRE:**

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

The Fire Department works with the Engineering and Water Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

The Fire Department has adequate access and service to respond to the existing uses on the site. The Fire Department has no objection to this Annexation request as proposed.

*-Submitted by Bobby Gonder, Fire Inspector*

**Evaluation:** *The City Council will need to determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

- C. **Finding #B10:** **That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

The site is higher on the southeast corner of the property and then slopes downward to the northwest part of the property. There is approximately a 45 foot elevation drop on the subject property. (See topography map on page 13 of this staff report) There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request. Site photos are provided on the next few pages.

**SITE PHOTO - 1:** View from the central part of property looking south



**SITE PHOTO - 2:** View from the central part of property looking east



**SITE PHOTO - 3:** View from the central part of property looking south

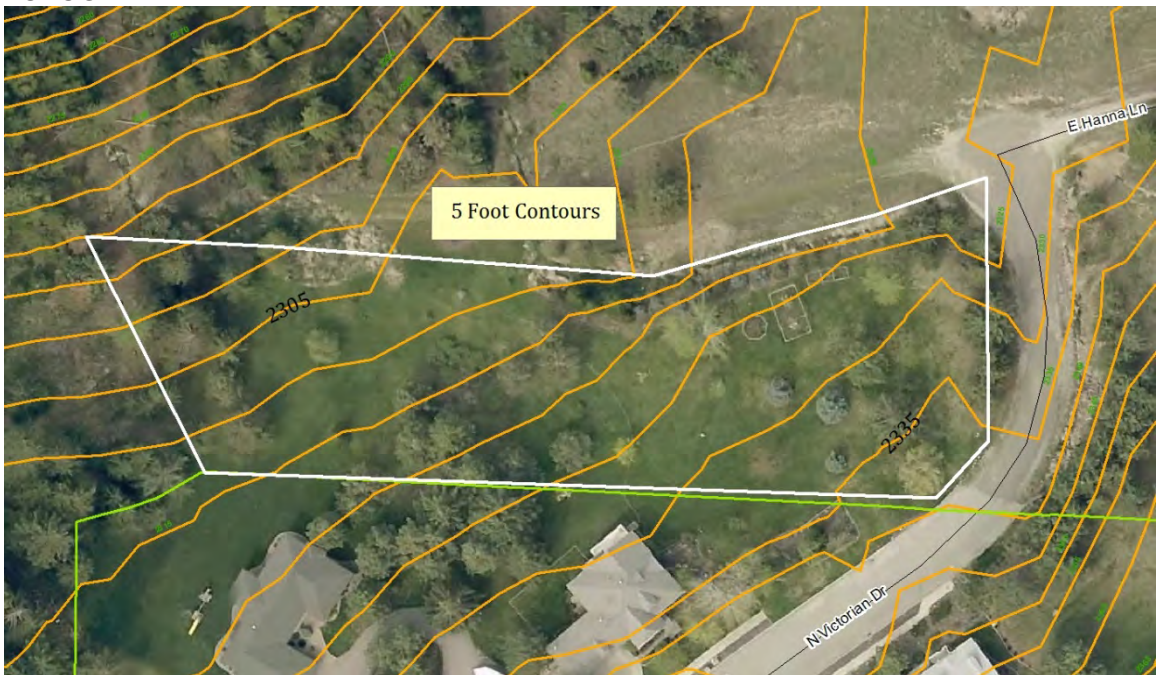




**SITE PHOTO - 4:** View from the northern part of property looking south



**TOPOGRAPHIC MAP:**



**Evaluation:** *The City Council will need to determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

D. **Finding #B11:** **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**TRAFFIC:**

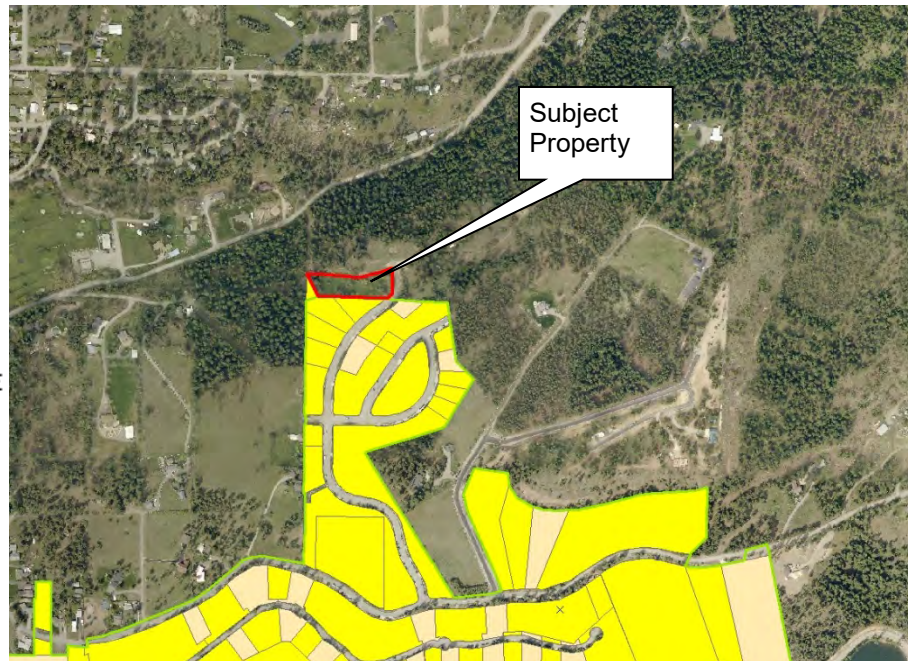
Utilizing the stated area of 1.51 acres and the requested R-3 zoning, it may be possible to place 4 residential units on the subject property if it were developed to maximize density. Utilizing average peak hour ADT's of .90, the ITE Trip Generation Manual estimates that proximately 4 ADT's at peak hour may be generated. Traffic volumes from the site would be easily accommodated by the adjacent roadways.

*-Submitted by Dennis Grant, Engineering Project Manager*

The subject property is currently vacant and single family residences are located to the south. The surrounding properties to the west, north, and east are natural wooded areas with mature trees located on them.

**GENERALIZED LAND USE PATTERN:**

- Land Use
- SFA
- SFD
- DUPLEX
- MH
- MHP
- MFD
- CIVIC
- COMM
- MFGR
- AGRICULTURE
- VACANT



**Evaluation:** *The City Council will need to determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2010 Coeur d'Alene Trails Master Plan

**RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:**

1. A Short Plat must be completed and processed concurrently with Annexation Agreement and Ordinance.
2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

**ACTION ALTERNATIVES:**

The City Council will need to consider this request and make separate findings to approve, deny, or deny without prejudice.



**BROWN**  
**ANNEXATION**  
*PROJECT NARRATIVE*

*Coeur d'Alene, Idaho*

*November 1, 2016*



*3909 N. Schreiber Way, Suite 4  
Coeur d'Alene, Idaho 83815  
Phone/Fax: 208-676-0230*

## INTRODUCTION

The project proponent, Brown Living Trust, is requesting the annexation of approximately 1.5 acres of property into the City of Coeur d'Alene. The subject property is located at the end of Victorian Drive just North of Fernan Hill Estates. The subject property is currently vacant.

## SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel No.: 0-1255-001-001-B  
Area: 1.51 acres  
Legal: TN 17756 in Lot 1 Block 1 of Cedar Glen



Figure 1: Vicinity Map



## ZONING CLASSIFICATION

The property is currently zoned Agricultural in Kootenai County and is located in the Fernan Hill Bench Neighborhood Area of the City of Coeur d'Alene Comprehensive Plan. The surrounding properties consist of residential uses both in the City and County. The project proponent is requesting a zoning classification of R-3 to allow for this parcel to be joined to the parcel to the South, which the proponent presently owns and is inside the City of Coeur d'Alene. As can be seen from Figure 2, the subject property is bordered by R-3 Residential zones to the South, by Agriculture zones within the County to the North and East, and by Commercial property to the West. The requested zoning classification is in conformance with the goals of the Comprehensive Plan and is compatible with the surrounding land uses.



Figure 2: Proposed Zoning Map

## COMPREHENSIVE PLAN ANALYSIS

The property lies in the *Urban Reserve and Fernan Hill Bench Land Use* designation per the City of Coeur d'Alene Comprehensive Plan. Neighborhood characteristics for this land use tend to be sparsely developed single-family residential dwellings on larger lots. The proposed zoning would be consistent with the Comprehensive Plan.

The City of Coeur d'Alene Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet or exceed the goals, policies and objectives as outlined in the Comprehensive Plan. The project proponent believes that the following Goals and Objectives (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

*Objective 1.12 – Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.*

The subject property is currently within the County and is adjacent to an existing single-family residence owned by the proponent. This annexation will allow for the development of this property to match that of the surrounding land uses.

*Objective 1.14 – Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.*

Existing utilities including sanitary sewer and domestic water are extended to this property and are readily available and have the capacity to serve future development.

*Objective 3.01 – Managed Growth: Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.*

*Objective 3.04 – Neighborhoods: Encourage the formation of active neighborhoods and associations and advocate their participation in the public process.*

*Objective 3.05 – Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.*

## PRE-DEVELOPMENT CONDITIONS

The subject property is currently vacant. The general slope of the land is towards the South. The property is covered by fir and pine trees and underbrush. Access to the property is from Victorian Drive. There are no topographical limitations or constraints to the residential development of this property.

Applicant: Lake City Engineering, Inc.  
Location: Northern end of Victorian Drive  
Request: A proposed 1.51 ac. annexation from County AS to City R-3  
LEGISLATIVE (A-7-16)

Staff comments:

Mike Behary, Planner, presented the staff report and explained that the applicant is requesting approval of an annexation of 1.51 acres in conjunction with zoning from County Agricultural Suburban to City R-3 (Residential at 3 units/acre).

- He presented a PowerPoint showing an aerial view of the property.
- He explained that the applicant is seeking annexation because the property was subdivided improperly in Kootenai County approximately 13 years ago. He explained a five acre parcel was required as a minimum lot size in the Ag-Suburban zone. Since that split, the county has adopted new zoning regulations requiring a minimum lot size of two acres and this parcel as it was split is only 1.51 acres. He explained that the previous owner has since died. He stated that it is the intent of the new owners to combine this parcel with their existing house.
- City staff indicated that all utilities are available to the property.
- He showed a picture of the site on Victorian Drive and per staff comments, traffic volumes would be easily accommodated.
- A condition has been added stating that a short plat must be completed and processed to legally subdivide the properties. Staff will work with the County on processing the short plat which will combine the properties.
- He then asked if the commission had any questions.

There were no questions for staff.

Tom Torgerson, applicant representative, provided the following statements:

- Please note there is no change to the current use and he explained the reason for annexation is to resolve a 15 year-old mistake. The 50 acres that lies to northeast of Victorian Estates was intended to be part of Fernan Estates and because of a downturn of economy, this never happened.
- The parcels were divided into 10 acre parcels per an Idaho Code plat.
- The owners of the Brown parcel wanted a buffer between their property and any future building on the other parcels and without representation of a real estate agent, they came up with a price for the 1.51 acres, shook hands and the property was sold.
- This parcel was zoned Agricultural Suburban and this split was allowed within that zoning district.
- Seven years ago the county changed the minimum lot size to reduce the density in the Agricultural Suburban zoning district, which would allow one unit per two acres for the density allowed in the Agricultural Suburban zoning district, making this parcel worthless.
- Three years ago, the other parcel to the north was sold and the new owners wanted to get a building permit for a shop and discovered they couldn't based on the illegal split.

- The previous County planning director said the lot was illegal and didn't want to come to the city to see if this problem could be resolved. When the new planning director for the County came on board, the applicant notified him of the problem and set up a meeting with city staff to resolve.
- He stated this has been a long process, and if approved, the applicant will do a short plat combining the lots.
- He asked if the commission had any questions.

Commissioner Messina inquired if an R-3 zone is approved, how many units are allowed on the property.

Ms. Anderson stated that the intent of this request is to legalize the lot in the county and merge both lots and, in the future, if they want to put more lots on the property, they would have to come back to the city and go through the subdivision process.

Public testimony closed.

**Motion by Rumpler, seconded by Luttropp, to approve Item A-7-16. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Luttropp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the Planning Commission on December 13, 2016, and there being present a person requesting approval of ITEM A-7-16, a request for zoning prior to annexation from County AS to City R-3.

APPLICANT: LAKE CITY ENGINEERING, INC.

LOCATION: PROPERTY LOCATED NORTH OF AND ADJACENT TO 993 VICTORIAN DRIVE,  
COEUR D'ALENE

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS  
RELIED UPON**

- B1. That the existing land uses are residential and commercial.
- B2. That the Comprehensive Plan Map designation is Urban Reserve.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on November 26, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 13, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.12 Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 3.05 Neighborhoods Protect and preserve existing neighborhoods from incompatible land uses and developments.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.



B10. That the physical characteristics of the site do make it suitable for the request at this time based on the information in the staff report.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on the information in the staff report and the applicants testimony.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of LAKE CITY ENGINEERING, INC. for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

1. A Short Plat must be completed and processed concurrently with Annexation Agreement and Ordinance.
2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

Motion by Rumpler, seconded by Luttrupp, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Aye
Commissioner Luttrupp	Voted Aye
Commissioner Rumpler	Voted Aye
Commissioner Ward	Voted Aye

Commissioners Ingalls and Jordan were absent.

Motion to approve carried by a 4 to 0 vote.

  
VICE-CHAIR TOM MESSINA

*Planning Commission Meeting*



*January 17, 2017*

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**APPLICANT:**

Lake City Engineering  
3909 N Schreiber Way  
Suite 4  
Coeur d'Alene, ID 83815

**OWNER:**

Brown Living Trust  
c/o Clarence Brown  
993 Victorian Drive  
Coeur d'Alene, ID 83814

**REQUEST:**

Annexation of +/- 1.5 acres in conjunction with zoning approval from County Agriculture Suburban to R-3 (Residential at 3 units/acre) zoning district.

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**LOCATION:**

Located north of and adjacent to 993 Victorian Drive,  
Coeur d'Alene, ID

**LEGAL NOTICE:**

Published in the CDA Press on December 24, 2016.

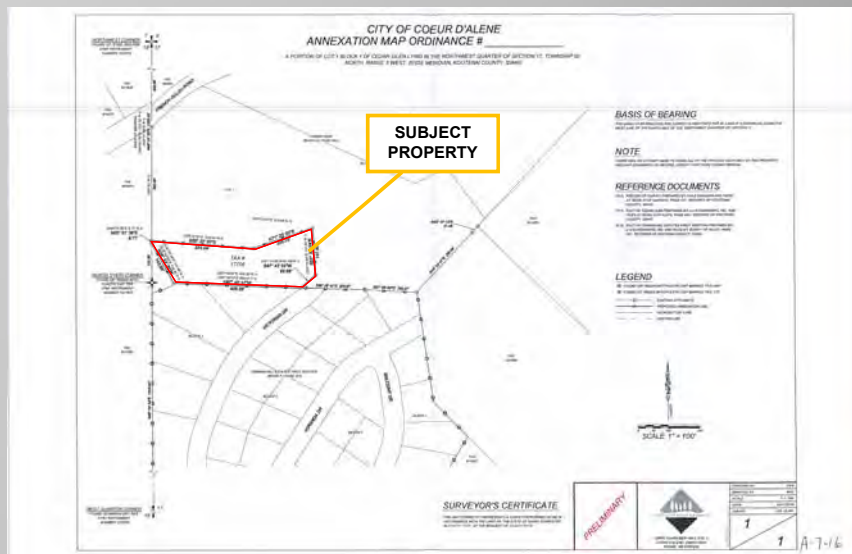
A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres



# A-7-16 Annexation off of Victorian Drive +/- 1.5 acres

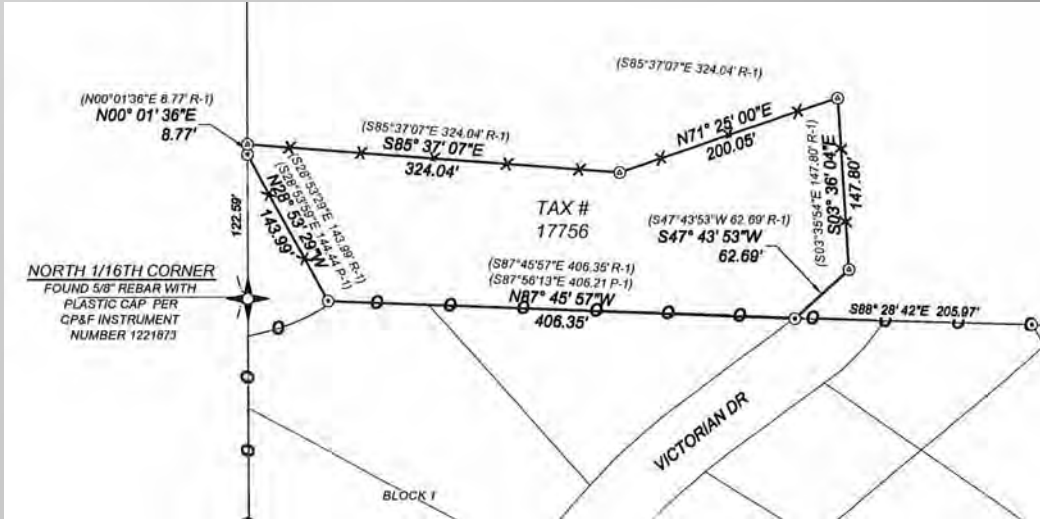


# A-7-16 Annexation off of Victorian Drive +/- 1.5 acres



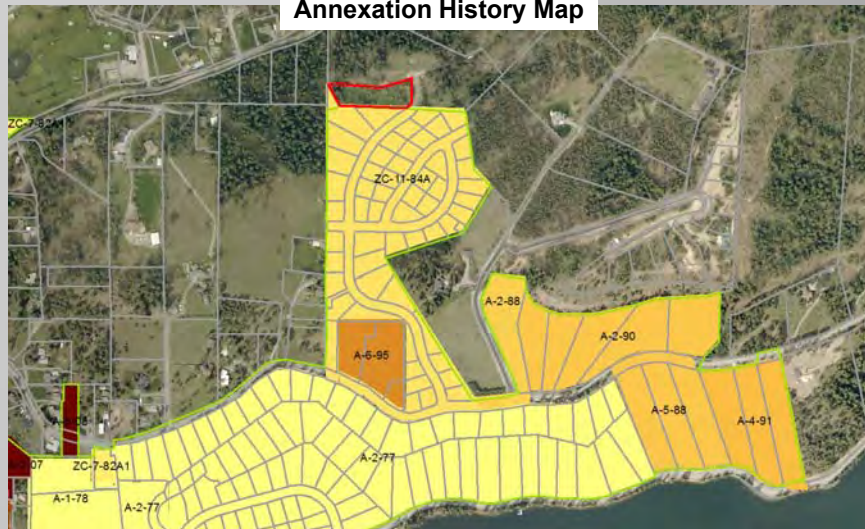


A-7-16 Annexation off of Victorian Drive  
 +/- 1.5 acres



A-7-16 Annexation off of Victorian Drive  
 +/- 1.5 acres

**Annexation History Map**



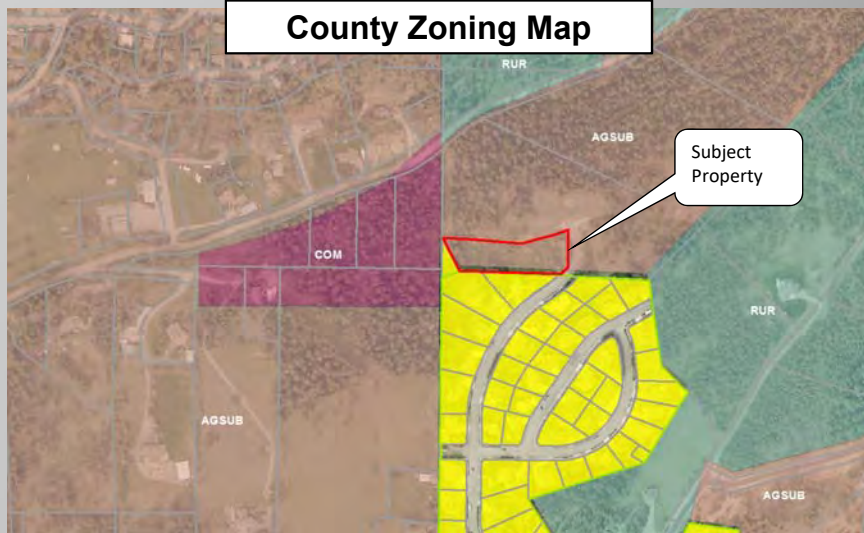
A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

Existing Zoning



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**County Zoning Map**



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Finding #B8:**

*That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.*

**Finding #B9:**

*That public facilities and utilities (are) (are not) available and adequate for the proposed use.*

**Finding #B10:**

*That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.*

**Finding #B11:**

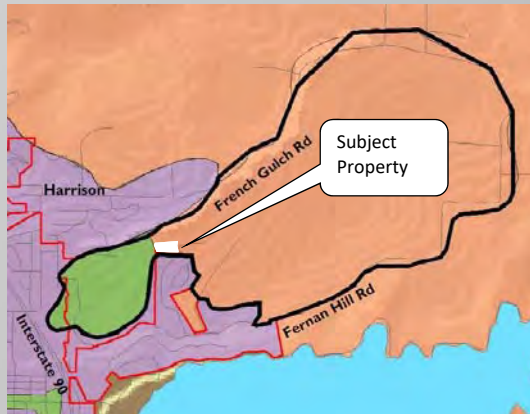
*That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.*



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Finding #B8:**

That this proposal (is) (is not) in conformance with the Comprehensive Plan.



**2007 Comprehensive Plan:**  
**Fernan Hill Bench Area**

**Legend**

**City Land Use Categories**  
by color:

- Stable established
- Transition
- Urban reserve

N

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**COMPREHENSIVE PLAN OBJECTIVES:**

**Objective 1.14 Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Objective 3.02 Managed Growth:**

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

**Objective 3.05 Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Finding #B9:**

***That public facilities and utilities (are) (are not) available and adequate for the proposed use.***

- City staff from Engineering, Streets, Water, Parks, Wastewater, and Fire departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are public facilities and public utilities available and adequate for the proposed annexation with zoning to R-3.
- No objection to this Annexation request as proposed

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Finding #B10:**

***That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.***

- The site is higher on the southeast corner of the property and then slopes downward to the northwest part of the property. There is approximately a 45 foot elevation drop on the subject property. There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.

*Site photos are provided on the next few slides*

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Topographic Map**



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Site Photo - 1**



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Site Photo - 2**



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Site Photo - 3**





A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Site Photo - 4**



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Finding #B11:**

***That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.***

- Traffic volumes from the site would be easily accommodated by the adjacent roadways. *-Submitted by Dennis Grant, Engineering Project Manager*
- The subject property is currently vacant and single family residences are located to the south. The surrounding properties to the west, north, and east are natural wooded areas with mature trees located on them.

## A-7-16 Annexation off of Victorian Drive +/- 1.5 acres

### Proposed R-3 Zoning District:

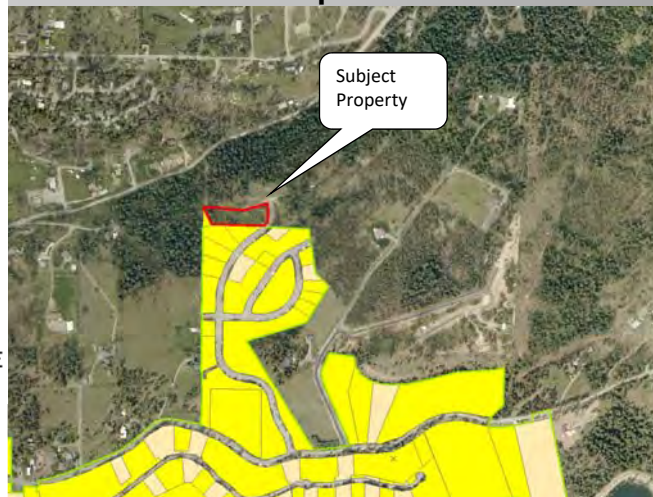
The R-3 district is intended as a residential area that permits single family detached housing at 3 dwelling units per acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landslide hazard.

## A-7-16 Annexation off of Victorian Drive +/- 1.5 acres

### Land Use Map

- Land Use
- SFA
- SFD
- DUPLEX
- MH
- MHP
- MFD
- CIVIC
- COMM
- MFGR
- AGRICULTURE
- VACANT



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**Recommended Items to include in the Annexation Agreement:**

1. A Short Plat must be completed and processed concurrently with Annexation Agreement and Ordinance.
2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**DECISION POINT: Annexation**

The annexation of 1.5 acres in conjunction with zoning approval from County Ag-Suburban to R-3 (Residential at 3 units/acre) zoning district.



A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres

**ACTION ALTERNATIVES:**

City Council will need to consider this request and make appropriate findings to:

- Approve
- Deny
- Deny without prejudice.

A-7-16 Annexation off of Victorian Drive  
+/- 1.5 acres



**MEMORANDUM**

DATE: JANUARY 9, 2017  
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK  
RE: FEE INCREASES

---

**DECISION POINT:** To approve fee increases as proposed within the Administration Department, Finance Department, Municipal Services Department, Parks and Recreation Department, Planning Department, and Water Utility Department.

**HISTORY:** The City is required to hold a public hearing for proposed fee increase that exceeds 5%.

**Administration:** The City Council approved the adoption of a scofflaw code on December 20, 2016. In order to enact the code certain fees needed to be established. Staff recommends the following fees:

Public Parking:

<u>Scofflaw Ordinance Administrative Fee:</u>	<u>\$10.00 per placement of immobilization device</u>
<u>Immobilization Device Placement:</u>	<u>\$45.00</u>
<u>Immobilization Device Removal:</u>	<u>\$65.00</u>

**The Finance Department** recently brought forward a request for Garbage service fees. Since that adoption a few clarifications and amendments are needed. Two fees should be removed, as the City does not control commercial recycling. Additionally, although not a 5% increase; the fee for extra yardage per yard is proposed to increase. The following amendments are being requested:

Garbage- Additional Compactor Service <del>2 yard</del> - <u>Perm 2 yd</u> -	\$37.56
<del>Garbage Commercial</del> - <u>Recycling Bin Charge</u>	<del>\$ 9.50</del>
<del>Garbage Commercial</del> - <u>Extra 65 Gal Recycle Bin</u>	<del>\$ 5.25</del>
Garbage Commercial - <u>Extra yardage per yard</u> -	<del>\$6.36</del> \$ 6.62

**Municipal Services:** The City Council approved the adoption of a mobile vending code on November 15, 2016. It is requested that the Council approve the fee so that staff can begin the issuance of said permits. Staff found that the City of Spokane charges several fees totaling a minimum of \$223.00. Their Health District charges between \$340 and \$640 annually. The Institute for Justice’s publication “Food Truck Freedom” (provided by one of the mobile vendors) states “The Institute recommends that cities should impose a flat annual fee in the range of \$200-300, as both Cleveland and Kansas City, Mo. have done.” To the extent that a city issues licenses on a calendar year basis, its fee should be prorated so a truck first getting on the road halfway through the year would pay only half the full-year amount. Staff believes its recommended fee, based on the staff time needed to review and issue the permit are within the normal range for the industry and recommends the following fees:

<u>Mobile Vendor Permit:</u>	<u>\$150.00</u>
<u>Fire Inspection Fee</u>	<u>\$ 80.00</u>

Note: Fire inspections may be scheduled at the same time/location for an owner that has several vehicles/carts. Otherwise the fire inspection fee is payable for each inspection. Fire may determine no inspection is required for vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.

Mobile Vendor Annual Renewal:	\$50.00
Food Court License:	\$60.00
Fire Inspection Fee	\$40.00
Food Court License Annual Renewal:	\$50.00

**The Parks and Recreation Department** has reviewed their fees and request the following amendments to better reflect their expenses (note some have raised and some have lowered):

**YOUTH:**

	Resident	Non-Resident
Softball	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Basketball	\$ <del>26.00</del> <u>\$30.00</u>	\$ <del>31.00</del> <u>\$35.00</u>
K/1st/2nd Basketball	\$ <del>26.00</del> <u>\$30.00</u>	\$ <del>31.00</del> <u>\$35.00</u>
Sr. Boys Basketball	\$ <del>26.00</del> <u>\$30.00</u>	\$ <del>31.00</del> <u>\$35.00</u>
Baseball	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Dance Lessons	\$ <del>80.00</del> <u>\$95.00</u>	\$ <del>80.00</del> <u>\$95.00</u>
Flag Football	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Soccer	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Tennis Lessons	\$ 30.00 <u>\$35.00</u>	\$ 30.00 <u>\$40.00</u>
Youth Pickleball Lessons	<u>\$35.00</u>	<u>\$40.00</u>
Basketball Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Volleyball Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Wrestling Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Mini-Kickers Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Adult Drop In Basketball	\$ <del>1.00</del> <u>\$ 2.00</u>	
Adult Drop In Pickleball	<u>\$ 2.00</u>	
Field Rental – Tournaments	<del>\$21/team</del> <u>\$30/team</u>	<u>\$30/team</u>
Field Maintenance	<del>\$20/one time fee</del> <u>\$25/one-time fee</u>	<u>\$25/one-time fee</u>

Daily Fees:

Monitoring – per Event \$ ~~20.00~~ 25.00/hour

Large Events:

Event Non-food Booth (not to exceed 10x10)	<del>\$25.00</del> <u>15.00/ea.</u>
<del>Event Non-food Booth (not to exceed 10x10)</del>	<del>\$20.00/ea. (51-100)</del>
<del>Event Non-food Booth (not to exceed 10x10)</del>	<del>\$15.00/ea. (101+)</del>
Event Food Booth (not to exceed 10x20)	<del>\$50.00</del> <u>35.00/ea.</u>
<del>Event Food Booth (not to exceed 10x20)</del>	<del>\$40.00/ea. (51-75)</del>

**JEWETT HOUSE WEDDING FEES**

<u>Senior Citizen Event</u>	<u>\$ 75.00/Hour</u>
<u>Other Event</u>	<u>\$100.00/Hour</u>
<u>Event Damage &amp; Cleaning Deposit</u>	<u>\$100.00</u>
<u>Monitoring</u>	<u>\$ 15.00/Hour</u>
<u>Porta-Potty Fee</u>	<u>\$ 75.00</u>
<u>Alcohol Permit</u>	<u>\$150.00</u>

Cemetery Lots:

<u>Opening and Closing – Cremain</u>	
<u>With Attendance- Holiday</u>	<u>\$700.00</u>

**The Planning Department** is requesting some clarifications, additions, and deletions, and a few fee increases to better cover their costs. They are requesting the addition of fees for mailings and publications. Currently the City covers the cost of mailings and publications for development applications, the funds come out of the general fund through the Planning Department budget. The proposed mailing and publication fees are based on the City of Post Fall’s fee structure. The mailing fee covers the cost of the postage and envelope plus the time to prepare the notice, print the notice, stuff the envelope, stamp the envelope, etc. The applicant should carry the full cost of their request versus having the General Fund subsidize the expense. Additionally, the Design Review fee is being increased from \$100 per meeting to a flat rate of \$400. A project going through design review with the Design Review Commission (DRC) is required two to three meetings before a decision can be made. Each DRC meeting requires a staff report and presentation, which can be time consuming.

Logistically it is not possible to charge a separate fee before each meeting, and thus only \$100 has been charged for years versus charging a per-meeting fee. The \$400 fee would cover staff time to prepare for up to 3 meetings with the DRC. \$400 is also consistent with fees such as the Special Use Permit which, in comparison, only requires one meeting with the Planning Commission. When a project’s design is reviewed by staff, it would not be charged a fee for design review.

The Planning Department has requested the following changes and new fees:

Addition or Amendment of the following:

<u>Design Review (3 meetings with the DRC)</u>	<u><del>\$100.00</del></u>	<u>\$ 400.00</u>
<u>Appeal Planning Commission Action</u>		
<u>or Hearing Examiner (<del>except Zone Change</del>)</u>	<u>\$ 200.00</u>	
<u>Planned Unit Development Amendment</u>	<u>\$ 400.00</u>	
<u>Final Development Plan</u>	<u>\$ 300.00</u>	
<u>Legal Preparation of Annexation Agreement</u>	<u>\$1,000.00</u>	

**Mailing & Publication Fees**

<u>Public Notice Mailings</u>	<u>\$ 6.00/mailing</u>
<u>Published Notices (billed to applicant)</u>	<u>\$ 300.00</u>

Removal of the following:

<u><del>Zone Change or Zoning Prior to</del></u>	
<u><del>Annexation Request</del></u>	<u><del>\$700.00</del></u>
<u><del>Design Departure Process Fee</del></u>	<u><del>\$200.00</del></u>

**The Water Department** has requested the following clarifications and amendments (note some changes are simply verbiage clarifications):

**Bulk Water Use Fees -**

Fill station access deposit (Permanent Station)	\$	25.00
Water Drawn from Permanent Stations	\$	<del>1.11</del> 1.30/1,000 gallons
Damage Deposit - Portable Station	\$	<del>1,000.00</del> 1,500.00
Water Drawn from Portable Station	\$	<del>0.70</del> 0.95/1,000 gallons

Penalty: Failure to Submit completed Log Sheets

- 1st month completed log sheet not turned in by the due date (no later than the 1st of every month): \$40.00
- 2nd month completed log sheet not turned in by the due date: \$80.00
- 3rd (and subsequent) month(s) completed log sheet not turned in by the due date: \$120.00

Damages to or loss/theft of portable fill stations in excess of damage deposit will be billed to the contractor of record leasing the station.

Service Size:

<u>Existing</u> 1-1/2"	\$ 6,759	\$ 7,183	\$ 7,579	\$ 7,995	\$ 8,435	\$ 8,898	\$ 9,387
<u>Existing</u> 3"	\$20,451	\$23,015	\$24,285	\$25,619	\$27,027	\$28,510	\$30,079

**Note:** New 1 1/2" and 3" service stubs are no longer allowed.

**SCHEDULE 3**

WATER HOOKUP FEES (Only due if City installs Service)  
(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

METER SIZE	HOOKUP FEE	ASPHALT CUT
<del>3/4"</del>	<del>\$2470.00</del>	<del>\$1,000.00</del>
1" or less	<del>\$2520.00</del> <u>\$2,590.00</u>	\$1,000.00
<del>1-1/2"</del>	<del>\$4,960.00</del>	<del>\$1,000.00</del>
2" or less	<del>\$5110.00</del> <u>\$5,445</u>	\$1,000.00

**NOTE:** 1 1/2" hookup fees include a 2" service tap and will be due the 2" Capitalization Fee

**FINANCIAL:** These fee increases and clarifications should bring the fee closer in line with the cost of service.

**DECISION POINT/RECOMMENDATION:** After hearing public testimony, approve fee increases as proposed within the Administration Department, Finance Department, Municipal Services Department, Parks and Recreation Department, Planning Department, and Water Utility Department.

RESOLUTION NO. 17-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees shall be established;

NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following new and adjusted fees are adopted as indicated.

**ADMINISTRATION:**

Public Parking:

<u>Scofflaw Ordinance Administrative Fee:</u>	<u>\$10.00 per placement of immobilization device</u>
<u>Immobilization Device Placement:</u>	<u>\$45.00</u>
<u>Immobilization Device Removal:</u>	<u>\$65.00</u>

**FINANCE DEPARTMENT:**

<u>Garbage- Additional Compactor Service 2 yrd - Perm 2 yd -</u>	<u>\$37.56</u>
<u>Garbage Commercial - Recycling Bin Charge</u>	<u>\$ 9.50</u>
<u>Garbage Commercial - Extra 65 Gal Recycle Bin</u>	<u>\$ 5.25</u>
<u>Garbage Commercial - Extra yardage per yard -</u>	<u><del>\$6.36</del> \$ 6.62</u>

**PARKS AND RECREATION DEPARTMENT:**

YOUTH:

	Resident	Non-Resident
Softball	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Basketball	\$ <del>26.00</del> <u>\$30.00</u>	\$ <del>31.00</del> <u>\$35.00</u>
K/1st/2nd Basketball	\$ <del>26.00</del> <u>\$30.00</u>	\$ <del>31.00</del> <u>\$35.00</u>
Sr. Boys Basketball	\$ <del>26.00</del> <u>\$30.00</u>	\$ <del>31.00</del> <u>\$35.00</u>
Baseball	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Dance Lessons	\$ <del>80.00</del> <u>\$95.00</u>	\$ <del>80.00</del> <u>\$95.00</u>
Flag Football	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>

Soccer	\$ <del>11.00</del> <u>\$15.00</u>	\$ <del>22.00</del> <u>\$25.00</u>
Tennis Lessons	\$ 30.00 <u>\$35.00</u>	\$ 30.00 <u>\$40.00</u>
Youth Pickleball Lessons	<u>\$35.00</u>	<u>\$40.00</u>
Basketball Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Volleyball Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Wrestling Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Mini-Kickers Camp	\$ <del>30.00</del> <u>\$35.00</u>	\$ <del>30.00</del> <u>\$35.00</u>
Adult Drop In Basketball	\$ <del>1.00</del> <u>\$ 2.00</u>	
Adult Drop In Pickleball	<u>\$ 2.00</u>	

Field Rental – Tournaments	<del>\$21/team</del>	<u>\$30/team</u>
Field Maintenance	<del>\$20/one-time fee</del>	<u>\$25/one-time fee</u>

Daily Fees:

Monitoring – per Event	\$ <del>20.00</del> <u>25.00</u> /hour
------------------------	--

Large Events:

Event Non-food Booth (not to exceed 10x10)	<del>\$25.00</del> <u>15.00</u> /ea.
Event Non-food Booth (not to exceed 10x10)	<del>\$20.00/ea. (51-100)</del>
Event Non-food Booth (not to exceed 10x10)	<del>\$15.00/ea. (101+)</del>
Event Food Booth (not to exceed 10x20)	<del>\$50.00</del> <u>35.00</u> /ea.
Event Food Booth (not to exceed 10x20)	<del>\$40.00/ea. (51-75)</del>

**JEWETT HOUSE WEDDING FEES**

Senior Citizen Event	<u>\$ 75.00/Hour</u>
Other Event	<u>\$100.00/Hour</u>
Event Damage & Cleaning Deposit	<u>\$100.00</u>
Monitoring	<u>\$ 15.00/Hour</u>
Porta-Potty Fee	<u>\$ 75.00</u>
Alcohol Permit	<u>\$150.00</u>

Cemetery Lots:

Opening and Closing – Cremain	
With Attendance- Holiday	<u>\$700.00</u>

**PLANNING DEPARTMENT:**

Design Review (includes up to 3 DRC meetings)	<del>\$100.00</del> <u>\$ 400.00</u>
Appeal Planning Commission Action or Hearing Examiner (except Zone Change)	<u>\$ 200.00</u>
Planned Unit Development Amendment	<u>\$ 400.00</u>
Final Development Plan	<u>\$ 300.00</u>
Legal Preparation of Annexation Agreement	<u>\$1,000.00</u>



**MAILING & PUBLICATION FEES**

Public Notice Mailings	\$6.00/mailing
Published Notices (billed to applicant)	\$300.00

Removal of the following:

~~Zone Change or Zoning Prior to~~

~~Annexation Request~~ \$700.00

~~Design Departure Process Fee~~ \$200.00

**MUNICIPAL SERVICES:**

Mobile Vendor Permit: \$150.00

Fire Inspection Fee \$ 80.00

Note: Fire inspections may be scheduled at the same time/location for an owner that has several vehicles/carts. Otherwise the fire inspection fee is payable for each inspection. Fire may determine no inspection is required for vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.

Mobile Vendor Annual Renewal: \$50.00

Food Court License: \$60.00

Fire Inspection Fee \$40.00

Food Court License Annual Renewal: \$50.00

**WATER DEPARTMENT:**

**Bulk Water Use Fees -**

Fill station access deposit (Permanent Station) \$25.00

Water Drawn from Permanent Stations ~~\$1.11~~ 1.30/1,000 gallons

Damage Deposit - Portable Station ~~\$ 1,000.00~~ 1,500.00

Water Drawn from Portable Station ~~\$0.70~~ 0.95/1,000 gallons

Penalty: Failure to Submit completed Log Sheets

- 1st month completed log sheet not turned in by the due date (no later than the 1st of every month): \$40.00
- 2nd month completed log sheet not turned in by the due date: \$80.00
- 3rd (and subsequent) month(s) completed log sheet not turned in by the due date: \$120.00

Damages to or loss/theft of portable fill stations in excess of damage deposit will be billed to the contractor of record leasing the station.

Service Size:

<u>Existing</u> 1-1/2"	\$ 6,759	\$ 7,183	\$ 7,579	\$ 7,995	\$ 8,435	\$ 8,898	\$ 9,387
<u>Existing</u> 3"	\$20,451	\$23,015	\$24,285	\$25,619	\$27,027	\$28,510	\$30,079

**Note:** New 1 1/2" and 3" service stubs are no longer allowed.

**SCHEDULE 3**

WATER HOOKUP FEES (Only due if City installs Service)  
(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

METER SIZE	HOOKUP FEE	ASPHALT CUT
<del>3/4"</del>	<del>\$2470.00</del>	<del>\$1,000.00</del>
1" or less	<del>\$2520.00</del> <u>\$2,590.00</u>	\$1,000.00
<del>1-1/2"</del>	<del>\$4,960.00</del>	<del>\$1,000.00</del>
2" <u>or less</u>	<del>\$5110.00</del> <u>\$5,445.00</u>	\$1,000.00

~~NOTE: 1 1/2" hookup fees include a 2" service tap and will be due the 2" Capitalization Fee~~

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are hereby adopted, effective immediately.

DATED this 17<sup>th</sup> day of January, 2017.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREE MONTHS ENDED  
 December 31, 2016

RECEIVED  
 JAN 09 REC'D

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$55,532	24%
	Services/Supplies	11,400	1,876	16%
Administration	Personnel Services	328,000	78,712	24%
	Services/Supplies	51,120	11,452	22%
Finance	Personnel Services	683,506	168,389	25%
	Services/Supplies	481,780	198,255	41%
Municipal Services	Personnel Services	1,153,286	294,564	26%
	Services/Supplies	507,013	146,554	29%
	Capital Outlay			
Human Resources	Personnel Services	233,632	52,660	23%
	Services/Supplies	93,025	15,519	17%
Legal	Personnel Services	1,114,688	279,159	25%
	Services/Supplies	92,653	13,225	14%
Planning	Personnel Services	545,298	130,846	24%
	Services/Supplies	39,350	4,892	12%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	78,122	21%
	Services/Supplies	155,606	31,029	20%
	Capital Outlay			
Police	Personnel Services	11,962,404	3,015,760	25%
	Services/Supplies	1,092,115	272,271	25%
	Capital Outlay	5,950	8,162	137%
Fire	Personnel Services	8,811,284	2,377,566	27%
	Services/Supplies	546,653	65,486	12%
	Capital Outlay	320,000	873,845	273%
General Government	Services/Supplies	800	92,991	11624%
	Capital Outlay	93,925	12,849	14%
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	5,760	19%
	Capital Outlay			
Streets	Personnel Services	2,321,133	598,631	26%
	Services/Supplies	645,980	132,517	21%
	Capital Outlay	57,000		

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREE MONTHS ENDED  
 December 31, 2016

RECEIVED

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2016	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	116,151	27%
	Services/Supplies	857,860	43,775	5%
	Capital Outlay			
Parks	Personnel Services	1,423,537	302,086	21%
	Services/Supplies	536,450	85,624	16%
	Capital Outlay	44,000	20,779	47%
Recreation	Personnel Services	550,809	106,659	19%
	Services/Supplies	157,430	32,373	21%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	218,287	25%
	Services/Supplies	41,206	4,418	11%
	Capital Outlay			
Total General Fund		37,082,265	9,946,776	27%
Library	Personnel Services	1,208,298	296,593	25%
	Services/Supplies	199,850	49,708	25%
	Capital Outlay	160,000	28,102	18%
CDBG	Services/Supplies	606,873	24,097	4%
Cemetery	Personnel Services	186,235	45,033	24%
	Services/Supplies	100,500	19,403	19%
	Capital Outlay	30,000	12,780	43%
Impact Fees	Services/Supplies	760,039		
Annexation Fees	Services/Supplies	193,000	193,000	
Parks Capital Improvements	Capital Outlay	146,500	16,231	11%
Insurance	Services/Supplies			
Cemetery Perpetual Care	Services/Supplies	157,500	21,120	13%
Jewett House	Services/Supplies	25,855	2,190	8%
Reforestation	Services/Supplies	2,000	165	8%
Street Trees	Services/Supplies	100,000	21,143	21%
Community Canopy	Services/Supplies	1,500	315	21%
CdA Arts Commission	Services/Supplies			
Public Art Fund	Services/Supplies	231,300	10,787	5%
		4,109,450	740,667	18%
Debt Service Fund		937,407		



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREE MONTHS ENDED  
 December 31, 2016


RECEIVED

JAN 09 REC'D

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2016	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	38,250	6%
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	8,000	0%
Levee Certification	Capital Outlay	30,000	10,438	35%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Mullan Road Realignment	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	7,173	2%
		<u>6,204,039</u>	<u>63,861</u>	<u>1%</u>
Street Lights	Services/Supplies	622,000	88,013	14%
Water	Personnel Services	1,951,906	472,391	24%
	Services/Supplies	4,376,100	682,711	16%
	Capital Outlay	3,225,000	77,582	2%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	670,517	26%
	Services/Supplies	7,205,619	1,009,355	14%
	Capital Outlay	12,496,100	149,736	1%
	Debt Service	2,178,063	264,111	12%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	704,755	21%
Public Parking	Services/Supplies	374,546	97,544	26%
	Capital Outlay			
Drainage	Personnel Services	110,381	30,489	28%
	Services/Supplies	637,130	115,556	18%
	Capital Outlay	400,000	19,387	5%
Total Enterprise Funds		<u>43,995,415</u>	<u>4,382,147</u>	<u>10%</u>
Kootenai County Solid Waste		2,500,000	425,292	17%
Police Retirement		173,200	42,833	25%
Business Improvement District		210,000	30,000	14%
Homeless Trust Fund		5,200	858	17%
Total Fiduciary Funds		<u>2,888,400</u>	<u>498,983</u>	<u>17%</u>
TOTALS:		<u>\$95,216,976</u>	<u>\$15,632,434</u>	<u>16%</u>

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

  
 Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho



RECEIVED


JAN 09 REC'D

**City of Coeur d Alene  
Cash and Investments  
12/31/2016**

CITY CLERK

<b>Description</b>	<b>City's Balance</b>
<b>U.S. Bank</b>	
Checking Account	9,247,697
Checking Account	30,295
Municipal Investment Account	6,536
Investment Account - Police Retirement	1,354,262
Investment Account - Cemetery Perpetual Care Fund	1,644,375
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank	500,079
<b>Community 1st Bank</b>	
Certificate of Deposit	1,206,619
<b>Idaho Independent Bank</b>	
Secure Muni Investment	249,189
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	249,995
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	19,601,592
<b>Columbia Bank</b>	
Repurchase Agreement Account	2,684,960
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b><u>36,777,724</u></b>

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


  
\_\_\_\_\_  
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

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

CITY CLERK

FUND	BALANCE 11/30/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/2016
<u>General-Designated</u>	\$1,069,967	\$6,229	\$6,674	\$1,069,522
<u>General-Undesignated</u>	8,208,569	7,306,103	8,256,114	7,258,558
<u>Special Revenue:</u>				
Library	(93,524)	59,208	200,664	(234,980)
CDBG	(4,598)	15,498	10,900	(0)
Cemetery	(22,705)	30,788	44,326	(36,243)
Parks Capital Improvements	331,468	39,580	1,463	369,585
Impact Fees	2,918,547	64,699		2,983,246
Annexation Fees	553,701	223	193,000	360,924
Insurance	77,894	593	5,169	73,318
Cemetery P/C	1,678,831	22,325	35,207	1,665,949
Jewett House	19,361	8	1,307	18,062
Reforestation	22,905	104		23,009
Street Trees	192,276	5,777	5,535	192,518
Community Canopy	1,359	100	235	1,224
CdA Arts Commission	2,190	1		2,191
Public Art Fund	74,940	30		74,970
Public Art Fund - ignite	549,412	221		549,633
Public Art Fund - Maintenance	96,308	39	1,361	94,986
<u>Debt Service:</u>				
2015 G.O. Bonds	535,427	2,935	17,419	520,943
LID Guarantee	54,938	177		55,115
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	218,338	30,088	61,206	187,220
<u>Enterprise:</u>				
Street Lights	27,043	118,815	84,521	61,337
Water	2,382,369	393,064	931,735	1,843,698
Water Capitalization Fees	4,396,490	111,032	2,533	4,504,989
Wastewater	5,814,855	795,815	1,556,178	5,054,492
Wastewater-Reserved	773,153	27,500		800,653
WWTP Capitalization Fees	5,363,596	86,082		5,449,678
WW Property Mgmt	60,668			60,668
Sanitation	438,562	331,830	434,532	335,860
Public Parking	243,845	12,132	85,114	170,863
Drainage	559,019	90,274	149,052	500,241
Wastewater Debt Service	1,018,189	264,520	264,110	1,018,599
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	206,731	202,607	206,892	202,446
LID Advance Payments	250			250
Police Retirement	1,393,773	14,402	39,530	1,368,645
Sales Tax	1,355	1,400	1,355	1,400
BID	199,602	3,881	30,000	173,483
Homeless Trust Fund	471	673	471	673
<b>GRAND TOTAL</b>	<b>\$39,365,574</b>	<b>\$10,038,753</b>	<b>\$12,626,603</b>	<b>\$36,777,724</b>

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

  
Troy TymeSen, Finance Director, City of Coeur d'Alene, Idaho