

**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.**

**FEBRUARY 7, 2017**

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

**B. INVOCATION:** Pastor Stuart Bryan, Trinity Church

**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 17, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the Public Works Committee Meeting Minutes held on January 23, 2017.
4. Setting of General Services and Public Works Committees meetings for February 13, 2017 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on March 7, 2017 for V-16-5, Vacation of a portion of Appleway Avenue right-of-way adjoining the southwesterly boundary of Lot 4, Block 1 of the Zanetti Subdivision to the City of Coeur d'Alene.
6. **Resolution No. 17-006** –
  - a. Approval of S-5-16, Riviera Court: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security
  - b. Approval of SS-6-16, Nettleton Corner Subdivision: Final Plat, Subdivision Improvement Agreement and Security

- c. Approval of S-4-15, Garden Grove Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security  
**As recommended by the City Engineer**

**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 Jim Chapkis to the Ignite CDA Board.

#### **H. PUBLIC WORKS:**

1. **Council Bill 17-1002-** Amendments to Municipal Code 13.20.2.1(B) and 13.20.2.4 relating to the New Local Limits and Specific Prohibitions.

##### **Staff Report by John Dearth, Wastewater Lab/Pretreatment Supervisor**

2. **Resolution No. 17-007-** Addendum No. 1 to Cooperative Agreement between the City, ITD and Kootenai Health to Fund the Design and Construction of Improvements to the Ironwood/US-95

##### **Staff Report by Chris Bosley, City Engineer**

3. **Resolution No. 17-008** - Approval of the FASTLANE Grant Match Agreement with ITD for Safety and Capacity Improvements to US-95 and the Agreement for Maintenance and Operation of the proposed Wilbur Avenue signal.

##### **Staff Report by Chris Bosley, City Engineer**

#### **I. OTHER BUSINESS**

1. **Council Bill No. 17-1003– ZC-3-16** - Zone Change from R-12 to Neighborhood Commercial, +/- .28 acre parcel at 3202 & 3206 N. 4th Street and more commonly known as “Lundin’s Violins”

**Pursuant to Council Action: January 3, 2017**

2. Presentation of Final Seltice Way Update and Final Design Approval

**Presented by: Matt Gillis, Welch Comer**

3. **Resolution No. 17-009** – Approval of a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall Remodel.

**Presented by: Renata McLeod, Municipal Services Director**

4. Consent Calendar Discussion

**Presented by: Renata McLeod, Municipal Services Director**

**K. ADJOURNMENT:**

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



# Coeur d'Alene

## CITY COUNCIL MEETING

*February 7, 2017*

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**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 17, 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 17, 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 )  
Loren Ron Edinger )  
Woody McEvers )  
Kiki Miller )

Dan English ) Member of Council Absent

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

**INVOCATION:** Pastor Rick Kahlbau with Calvary Chapel CDA provided the invocation.

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

**AMENDMENTS TO THE AGENDA:** Mayor Widmyer announced that the approval of the Trails and Bikeways Master Plan will not be considered as part of Resolution No. 17-001 this evening, as staff will take it back to the Pedestrian/Bicycle Committee for additional input.

**CONSENT CALENDAR:** **Motion** by Gookin, second by Edinger to approve the consent calendar.

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 sealcoat 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 Community Development Block Grant (CDBG) Citizen Participation Plan Update
- 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 JUB 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 laying 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

**DISCUSSION:** Councilmember Miller noted that after the last Council meeting she was asked why there were two Ordinances with Avista for the franchise agreement. She confirmed with the City Attorney that it is normal and regular procedure and that there were two Ordinances approved one for gas and one for electric.

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

**PUBLIC COMMENTS:**

Alex Castagno, Coeur d'Alene, noted that he is the owner of Coeur d'Alene Bike Company and that he does not oppose a bike share program, but he is concerned it will cause competition with existing local companies. Specifically, he noted that the location of the bike share racks and the price point might give Zagster an advantage. He requested the City work with local shops to ensure pricing is fair to locals and tourists. Councilmember McEvers asked if Mr. Castagno attended the Pedestrian/Bicycle Committee meetings when this was being discussed and if he discussed this with other area shops that agree with his position. Mr. Castagno stated that he did not attend the meeting and that he has not talked with other bike shops.

**APPOINTMENTS:** Mayor Widmyer asked for the appointment of Chris Delorto and Mark Puddy to the Pedestrian/Bicycle Committee.

**MOTION:** Motion by Evans, seconded by Gookin to approve the appointment of Chris Delorto and Mark Puddy to the Pedestrian/Bicycle Committee. **Motion carried.**

### **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.

**STAFF REPORT:** Trails Coordinator Monte McCully explained that he brought the idea of creating a bike share program forward to Council last year. He noted that this program would provide people the opportunity to check out or rent a bike from various locations around town. The company Zagster installs the infrastructure, provides the bikes, and contracts out the repair and rebalancing with local bike shops. They will conduct their own tech support. Zagster will solicit sponsors to fund the program and if they do not retain enough sponsors, the City will not accept this program. Mr. McCully estimated approximately 10 hours of staff time will be spent assisting Zagster in establishing the program. He clarified that he would review proposed locations with local bike shops and set pricing accordingly. The agreement with Zagster allows the City to set the pricing. The program is intended to have six locations with 40 bikes, with each location having 80 bike parking spots. Zagster will contract with a local bike shop to move bikes from one location to another. In other communities he contacted, they noted that they have not experienced competition with local bike shops.

**DISCUSSION:** Councilmember McEvers asked for clarification regarding the cost and how the sharing program works. Mr. McCully explained that the program is based on a program in use in the Netherlands wherein they have bikes freely available for use by anyone. He clarified that the City would not have to charge for use. Councilmember Gookin noted that he has seen this type of program in other countries, but is concerned that the City is too small. Mr. McCully noted that Zagster has experience in smaller cities and some that are not much bigger than Coeur d'Alene, with success. Councilmember Gookin expressed concerns with the MOU, which states the City and Zagster will actively solicit sponsors, which would indicate staff would be seeking sponsors. Councilmember Miller noted discussion regarding staff's role occurred at the General Services Committee meeting and it was clarified that the City would provide a leads list for potential sponsors and not actively seek sponsorships. Mr. McCully informed the Council that they could request changes to the Agreement tonight to better clarify staff's role. Councilmember Miller noted that if Zagster does not get the sponsorship funding, the project does not move forward. Mr. McCully explained that this program would also help the City meet gold status for bike friendly community. Councilmember Miller expressed concern that the City is too small for this to be a successful program. She wants to support the Pedestrian/Bicycle Committee but it feels like it will be competing with local businesses. Additionally, she feels other entities can help make this program come forward, and this may cause more liability for



the City. Councilmember Evans clarified that during the General Services Committee meeting the City's legal counsel clarified that there is no additional liability to the City. Councilmember Miller expressed concern that there could be liability later in the program life. Councilmember Gookin explained that Zagster is a for profit business relying on the government and believes it is corporate welfare.

Mr. McCully explained that the definitive agreement would come back to Council; however, if the Council does not want to institute the program, they should not approve the MOU, as Zagster will spend a lot of time and effort to gain sponsorship in the meantime. Mayor Widmyer felt that with the City setting the pricing it would be able to protect local companies. He noted that Zagster could currently contract work with any business in town and establish a program without involving the City; however, they want to be on public rights-of-way so they need to work with the City. Councilmember Edinger asked for clarification regarding who had the idea for a bike share program. Mr. McCully explained that the Pedestrian/Bicycle Committee has been talking about it for over 10 years, but could not figure out how to do it cost effectively. He heard about Zagster from another employee, who had received an advertisement, and called them to enquire about their program. Councilmember Edinger asked if the City has reached out to all the bike shops. Mr. McCully noted that he sent email to all, met with several shop owners in person to discuss any concerns of competition, and wants to work with them on the proposed locations and pricing. Councilmember Evan noted that one bike shop she spoke with felt that it would encourage ridership, bike sales, maintenance, and be a benefit to the community. Additionally, that shop owner noted that his bike rentals were from tourist wanting to ride the trails, not do short commuting trips. City Administrator Jim Hammond felt there were two issues that need to be addressed; one is working on the MOU language to clarify that the City is not required to solicit sponsorship, the other issue is to determine if the Council wants to go forward with this type of project. Councilmember Gookin expressed concern that this was not bid out, and this is providing an exclusive service. Mayor Widmyer felt that the City does need to be sensitive to the local businesses and felt this program should enhance businesses.

**MOTION:** Motion by Evans, seconded by Miller to approve **Resolution No. 17-002**, approving a Memorandum of Understanding with Zagster to start a bike share program, with amendments to the MOU to clarify staff's role is not to solicit sponsorships.

**DISCUSSION:** Councilmember Gookin asked for clarity regarding what is intended to be staff's support role. Councilmember Miller said that it could be to provide leads of potential sponsors. Councilmember Gookin felt that this is a private company gaining government support so it will compete with private businesses so he will not support this request. Councilmember Evans asked Mr. McCully to work with local bike shops to set prices and set the locations of the stations.

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

### 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.

**STAFF REPORT:** Wastewater Project Manager Jim Remitz explained that there were three pre-qualified bidders who submitted bids on December 29, 2016 for the Tertiary Treatment Phase 2-Improvement Project. Apollo, Inc. was the lowest responsive bidder at \$16,169,000.00. Staff requests Council to approve the award of the project to Apollo, Inc. and approve the accompanying agreement.

**DISCUSSION:** Councilmember McEvers explained that this is a large project at a high price point and Mr. Remitz will oversee this project. Mr. Remitz noted that they have spent 18 months and over \$1 Million to get the design phase ready to this point. This will move the City into compliance with phosphorous requirements. Councilmember Gookin noted that this plant is fantastic and has remarkable science behind it. Mr. Remitz explained that they would build it to capacity, which is just over 5-million gallons per day. Councilmember Miller expressed appreciation for the thorough explanation of how the bids were reviewed. She asked for an explanation regarding the contingency allowance. Mr. Remitz explained that the contingency allowance was set within bid documents in four areas underground utility, concrete, mechanical, and electrical. The contingency noted is their pricing for any additional work in those four areas.

**MOTION:** Motion by McEvers, seconded by Evans to approve **Resolution No. 17-003**, approving an Agreement with Apollo, Inc. in the amount of \$16,169,000 for the AWTF Tertiary Treatment Phase 2 Improvements Project.

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

A-3-16 - LAKE CITY ENGINEERING; 2650 & 2750 W. PRAIRIE AVENUE FOR ANNEXATION AND ZONING FROM COUNTY AG TO CITY R-8 - PRAIRIE TRAILS - PURSUANT TO COUNCIL ACTION DATED SEPTEMBER 6, 2016

### 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.

**MOTION:** Motion by Gookin, seconded by Edinger to approve Resolution No. 17-004, approving an Annexation Agreement with Miller Development Group, LLC. for 2650 & 2750 W. Prairie Avenue.

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

**ORDINANCE NO. 3557  
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.

**MOTION:** Motion by Edinger, seconded by Gookin, to pass the first reading of **Council Bill No. 17-1000.**

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

**MOTION:** Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt **Council Bill 17-1000** by its having had one reading by title only.

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

RECOMMENDATION TO NEGOTIATE AN AGREEMENT FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES WITH GINNO CONSTRUCTION FOR THE CITY HALL REMODEL.

**STAFF REPORT:** Municipal Services Director Renata McLeod explained that 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, 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 closely rated proposals and are both capable of doing the job. The review team and staff are recommending Ginno Construction.

**DISCUSSION:** Councilmember Gookin requested that staff include the timeline for construction within the contract documents. Mayor Widmyer noted that a Council workshop will be held to go over the floorplan and deadlines for the project.

**MOTION:** Motion by Evans, seconded by McEvers to direct staff to negotiate an Agreement for Construction Manager/General Contractor Services with Ginno Construction for the City Hall Remodel. **Motion carried.**

(LEGISLATIVE HEARING) 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:** Planner Sean Holm noted that the applicant, Iron Legacy, LLC. has requested the annexation of approximately 7.46 acres of land located on the southwest corner of Atlas Road and Hanley Avenue intersection with the requested zoning of C-17 (Commercial at 17 units/acre). He reviewed the property history, location, area zoning, and area land uses. He noted that the Findings required for the annexation include the following: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Mr. Holm noted several applicable Comprehensive Plan policies and characteristics of the site and permitted uses within the C-17 zone. He noted the Annexation Agreement should include the condition to include a 20' easement or dedication of right-of-way for a future trail along Hanley Avenue.

**DISCUSSION:** Councilmember Gookin asked if the City could ask for property dedication that is not within the city limits. Mr. Holm confirmed that the City could ask for it within the annexation agreement, since the applicant owns the property. Councilmember Gookin asked for clarification regarding buffers between commercial and residential zones. Mr. Holm explained that buffers would be required for parking lots and when a residential property abuts a commercial property. Councilmember McEvers asked if there would be an impact to the shooting range next door. Mr. Holm said that he had talked with the owner of the shooting range and he expressed concern that the future use not be in conflict with his existing use. He clarified that the shooting range did not file an objection to annexation.

**APPLICANT:** The Clerk swore in the applicant. Steve Circle, Coeur d'Alene, explained that he is with Tristate Engineers, and reiterated that they are fine with the dedication of right-of-way and clarified that the development of the trail will be upon future annexation and development of the property.

**DISCUSSION:** Councilmember McEvers commented that this is an end of an era, with the past use of the property. He noted that it makes sense to rezone the property and move it into the city. Councilmember Gookin asked if the applicant could share what is the planned future project. Mr. Circle noted that the first phase would be a mini-storage on the back side of the property and a potential future gas station/convenience store.

**PUBLIC TESTIMONY:** Mayor Widmyer called for public comments. With no comments being received, public testimony was closed.

**MOTION:** Motion by McEvers, seconded by Edinger to approve 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, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

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

(LEGISLATIVE HEARING) A-7-16 - A PROPOSED 1.51 AC. ANNEXATION FROM COUNTY AGRICULTURE SUBURBAN (AS) TO CITY R-3 APPLICANT: LAKE CITY ENGINEERING LOCATION: NORTHERN END OF VICTORIAN DRIVE

**STAFF REPORT:** Planner Mike Behary noted that the applicant, Lake City Engineering on behalf of the owner Brown Living Trust, has requested the annexation of approximately 1.51 acres of land located on the northern end of Victorian Drive with the requested zoning of R-3 (Residential at 3 units/acre). He reviewed the property history, location, area zoning, and area land uses. He noted that the property owner has used the property as part of their residential yard for years. He noted that the Findings required for the annexation include the following: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Mr. Behary noted several applicable Comprehensive Plan policies and characteristics of the site. He noted items to be included in the Annexation Agreement are the completion of a short plat concurrently with the Annexation Agreement and all water rights associated with the parcel to be transferred to the City at the owner's expense. Mr. Behary noted that staff would work with the County on the completion of the short plat.

**DISCUSSION:** Councilmember McEvers asked for clarification regarding water and sewer availability. Mr. Behary noted that it is adequate; however, is not sure where the lines are located.

**APPLICANT:** The Clerk swore in the applicant. Tom Torgeson, Coeur d'Alene, noted that he was speaking on behalf of the applicant. He explained that two individual property owners wanted a buffer from the existing residence and what might happen in the future. In the past, the County did not have checks and balances against illegally divided land, therefore this divided land has caused an issue for two parcels. He clarified the location of the sewer and water lines. He noted that this action would clean up the title to both affected parcels.

**PUBLIC TESTIMONY:** Mayor Widmyer called for public comments. With no comments being received, public testimony was closed.

**MOTION:** Motion by McEvers, seconded by Edinger to approve 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, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

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

### **RESOLUTION NO. 17-005**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

**STAFF REPORT:** Ms. McLeod reiterated that the Idaho Code requires the City hold a public hearing for fee increases that exceed 5%. Additionally, the resolution proposed includes some removal, reduction, and clarification of fees not required by code, but it helps keep a record of changes. She noted that the Administration Department is proposing fees related to the scofflaw code recently adopted. The Finance Department has proposed to remove two fees associated with commercial garbage recycling and increase the fee for extra yardage for commercial garbage. The Municipal Services Department is proposing fees associated with the recently adopted code for Mobile vendor and food courts. She noted that these fees are in-line with suggestions from the Institute for Justice Publication as recommended by the local mobile vendors and is close in cost to Spokane, Washington. She noted that fees would be prorated throughout the year and the Fire Department would have ability to not perform inspection for vendors that do not have any flammable sources. The Parks and Recreation Department is proposing updated fees for recreation services and Jewett House weddings. The cemetery fees were updated in 2016 and failed to note the fee for holiday cremain services, so they are adding that fee. The Planning Department is requesting some clarifications, additions, and deletions, and a few fee increases to better cover their costs, including passing the mailing and publication costs to the applicant. The Water Utility Department made several clarifications within their existing fees, increased the cost of damage deposit to a portable station, and removed hookup fees for 3/4" and 1 1/2" meter sizes.

**DISCUSSION:** Councilmember McEvers asked for clarification regarding the mobile vendor and food court annual fees. Ms. McLeod explained that the fee structure sets forth a permit/license fee with annual renewal fees each year thereafter. Councilmember McEvers asked for clarification regarding the monitoring fees at the Jewett House. Parks and Recreation Director Bill Greenwood explained that the monitoring fee at the Jewett House for events other than weddings and covers the cost of the attendant to be present during the event. Councilmember Evans asked if the Jewett House cost were comparable to other event rooms. Mr. Greenwood confirmed the costs were comparable but they found that they were too high for baby showers and birthday parties. Councilmember Gookin asked for more information about why the legal preparation fee for annexations was set at \$1,000.00. Mr. Gridley noted that they most recently have been charging \$250.00, although they spend a lot more time on those agreements. The \$1,000 fee brings it closer to the actual costs for the time involved in the preparation of the annexation agreement. Councilmember McEvers asked if three design review meetings were always held and if the \$400.00 fee would be charged regardless of the number of meetings. Community Planning Director Hilary Anderson explained that two design review

meetings are required and typically sent to a third meeting. The fee more accurately reflects costs associated with preparation of staff reports and presentations for those meetings. Discussion ensued regarding the applicable time to charge fees versus providing the service. Councilmember Miller asked about the amount of time fees are reviewed. Ms. McLeod noted that the Recreation program fees have not been increased in over 10 years and they have tried to keep the fees low for the community. Ms. McLeod explained that she would ask the Department Heads to review fees annually and ensure that they remain reasonable. Councilmember Miller asked about the parks event and booth fees and the connection to the mobile vendor permit fee. Mr. Greenwood explained that the fee associated with event fees cover staff cost to monitor the event, the booth fees are charged to the event sponsor, who normally passes that along to the vendor. These are not connected to the mobile vendor permit.

**PUBLIC COMMENTS:** Mayor Widmyer called for public comments. With no comments being received, public testimony was closed.

**MOTION:** Motion by Gookin, seconded by Evans to approve **Resolution No. 17-005**, approving fee changes to the Administration Department, Finance Department, Municipal Services Department, Parks and Recreation Department, Planning Department, and Water Utility Department.

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

**MOTION:** Motion by McEvers, seconded by Evans to enter into Executive Session pursuant to Idaho Code 74-206 Section (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.

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

The City Council entered into Executive Session at 7:55 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, Deputy City Administrator, and City Attorney. Council returned to regular session at 8:34 p.m.

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

The meeting adjourned at 8:35 p.m.

ATTEST:

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

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

**PUBLIC WORKS COMMITTEE  
MINUTES  
January 23, 2017  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English  
Councilmember Dan Gookin

**STAFF PRESENT**

Dennis Grant, Eng. Proj. Manager  
Tim Martin, Streets & Eng. Director  
Amy Ferguson, Executive Asst.  
John Dearth, Lab/Pretreatment Super.  
Jim Hammond, City Administrator  
Chris Bosley, City Engineer  
Randy Adams, Deputy City Attorney

**Item 1           V-16-5: Vacation of a Portion of Appleway Avenue Right-of-Way Adjoining the Southwesterly Boundary of Lot 4, Block 1 of the Zanetti Subdivision to the City of Coeur d'Alene**

**Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, Zanetti Brothers, Inc., for the vacation of a portion of Appleway Avenue right-of-way that adjoins the southwesterly boundary of their property on Appleway Avenue (1327 W. Appleway Avenue).

Mr. Grant stated in his staff report that the vacation of the requested right-of-way would not have any financial impact to the City and would add approximately 0.23 Acres (10018.8 Square Feet) to the County tax roll. The purpose of the request is to realign the excess right-of-way to match the existing public improvements. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way.

**MOTION: Motion by Gookin, seconded by English, that Council direct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing for March 7, 2017. Motion carried.**

**Item 2           Amendments to Municipal Code 13.20.2.1(B) and 13.20.2.4 Relating to the Adoption of New Local Limits and Specific Prohibitions**

**Agenda**

John Dearth, Lab/Pretreatment Supervisor, Wastewater Department, presented a request for council approval of amendments to Municipal Code 13.20.2.1(B) to add additional Specific Prohibitions to the City's discharge standards and Municipal Code 13.20.2.4 to adopt new local limits that apply to Industrial Users consistent with the Environmental Protection Agency (EPA) requirements listed in the City's 2014 NPDES permit.

Mr. Dearth stated in his staff report that the City's current NPDES permit issued by the EPA in September of 2014 required that the city re-evaluate Local Limits for Industrial Users that discharge to the City's wastewater treatment plant. These limits typically apply to significant industrial users (currently 3 such users in the city). Local limits are limitations on the wastewater strength that Industrial



Users can discharge to the city sewer system. A consultant was hired in 2015, wastewater monitoring was conducted, and an evaluation was completed during 2015-2016 to determine the new local limits. Three new parameters (Ammonia, Phosphorous, and Molybdenum) will be added while one (Cyanide) will be removed due to no measurable detection in industrial discharges or in the city's wastewater collection system. Two other parameters (pH, Oil & Grease) will be delisted because they are addressed in section 13.20.2.1(B) under Specific Prohibitions in the City's Wastewater Code. Also recommended is the addition of five (5) Specific Prohibitions to section 13.20.2.1(B). Four of these prohibitions relate to Fat, Oil & Grease discharges primarily from restaurants and one that prohibits PCB and Dioxin discharges in excess of 0.003 mg/L to the sewer system as contained in the City's NPDES permit. The Wastewater Department will incur a slight increase in testing fees associated with PCB testing requirements on Industrial User discharges. There will be little, if any, financial impact to the Industrial Users due to less restrictive limits overall.

Councilmember McEvers asked whether the load limits allowed for more zinc, silver, and mercury. Mr. Dearth said that the evaluation that was completed showed that the treatment plant overall does a better job of removing those pollutants and, therefore, they can pass that on to the industrial users. They are not discharging more pollutants to the Spokane River and will actually be discharging less.

Mr. Dearth commented that the EPA requires the city to set local limits on Industrial Users. Councilmember Gookin asked about enforcement. Mr. Dearth said that the three significant users are issued a discharge permit from the city with the limits listed. The city enforces it by going out annually and sampling the users' discharge and analyzing it to make sure that they are compliant.

**MOTION: Motion by English, seconded by Gookin, that the City Council approve amendments to Municipal Code section 13.20.2.1(B) to add Specific Prohibitions to the City's discharge standards and Municipal Code section 13.20.2.4 to adopt new local limits that apply to Industrial Users consistent with Environmental Protection Agency (EPA) requirements listed in the City's 2014 NPDES permit. Motion carried.**

**Item 3            Approval of the Addendum to the Original Cooperative Agreement between the City of Coeur d'Alene, ITD, and Kootenai Health to fund the Design and Construction of Improvements to the Ironwood/US-95 Intersection and the US-95 Emma Avenue intersection.**

#### **Agenda**

Chris Bosley, City Engineer, requested council approval of the Addendum to the Cooperative Agreement with the Idaho Transportation Department (ITD) and Kootenai Health for funding the design and construction of improvements to the US-95/Ironwood Drive intersection and the US-95/Emma Avenue intersection.

Mr. Bosley stated in his staff report that federal funds are being used to upgrade the US-95/Ironwood Drive and US-95/Emma Avenue intersections with safety and capacity improvements. \$1,650,000 of federal funds were programmed for these improvements. Recent bid results exceeded the programmed amount. Rather than rejecting all bids, ITD is providing the opportunity to accept the low bid with an agreement that additional construction expenses beyond the programmed amount will be shared between Kootenai Health and the City. ITD's estimate of the amount of the City's share of the overage is \$253,149, including contingency. Council would need to amend the budget for these additional funds, which would come from Impact Fees.

Mr. Bosley confirmed that the money for the additional funds required is in the budget. Councilmember English asked how much money was in the Impact Fees fund. Tim Martin, Streets & Engineering Director, said that there is over one million dollars in the citywide quadrant impact fees fund.

Councilmember English commented that there is no indication that prices will come down so the City is probably saving money by keeping the project on schedule.

**MOTION by English, seconded by Gookin, that the City Council approve Resolution No. 17-007, authorizing an Addendum to the Cooperative Agreement with ITD and Kootenai Health and approving an additional \$253,149 from Impact Fees to cover project costs and contingencies. Motion carried.**

**Item 4            Approval of the FASTLANE Grant Match Agreement with ITD for Safety and Capacity Improvements to US-95 and the Agreement for Maintenance and Operation of the Proposed Wilbur Avenue Signal.**

**Agenda**

Chris Bosley, City Engineer, presented a request for council approval of an Agreement with the Idaho Transportation Department (ITD) for funding the design and construction of improvements to US-95 between I-90 and the city's northern City Limits (Prairie Avenue) and the Agreement with ITD for maintenance and operation of traffic signal and street lighting at Wilbur Avenue/US-95.

Mr. Bosley stated in his staff report that ITD secured a Federal grant to upgrade US-95 intersections with safety and capacity improvements. Per the grant, the City of Coeur d'Alene is obligated to provide a portion of the total project cost, \$672,300, as a match. The match amount can be comprised of cash or as the value of any donated right-of-way. The grant match would be paid over a three year period. As part of the project, a new portion of Wilbur Avenue will be constructed between US-95 and Government Way. A traffic signal will be installed at that location, removing the traffic signal from Canfield Avenue, to improve signal spacing. Council would need to amend the budget for these additional funds, which would come from Impact Fees.

Mr. Bosley said that the way they are anticipating they can provide the match is through the design of Wilbur Avenue. With that, there will be some right-of-way acquisition that will have to occur but it will open up that area for future development. ITD has agreed that the city's match money can be phased in periodically over the next three years or, if the city can get the right-of-way or a portion of it donated, ITD will include that as part of the city's match money for the fair market value of the land donated.

Councilmember Gookin commented that when ITD moved north of the freeway, they wanted a rule that there would not be any traffic signals within ½ mile of each other and that is not the case. He asked if there are any plans to remove the Bosanko signal. Mr. Bosley said that he believes that there are plans to remove the signals at Canfield and Bosanko.

Councilmember Gookin asked what is donated right-of-way. Mr. Bosley said that if they can convince a property along alongside of the proposed Wilbur Avenue to donate the right-of-way for the construction because they see the benefit of having a roadway accessing their property, then they can use the appraised value of that donation as the city's match to ITD's grant.

Mr. Martin commented that the city's match would also include any purchased right-of-way and not just donated right-of-way.

Councilmember Gookin asked if the signal being moved from Canfield to Wilbur will use the same electronics. Mr. Martin said that he hasn't heard that it will. Mr. Bosley said it could be a possibility as long as the equipment is current enough for what they are using now.

Councilmember Gookin asked how someone would get across Canfield if the signal is moved. Mr. Martin said that they have not seen the design of the project yet but his guess is that drivers will be forced to use the Wilbur signal.

Councilmember Gookin asked about how the project would affect Government Way. Mr. Martin said that they will check with Welch Comer on the design of Government Way, but he doesn't believe that the design shows a signal at Wilbur and Government Way.

Councilmember English expressed concern about the use of such a large amount of money from impact fees and said that he doesn't have enough of a sense of why this project should rise to the top of the list of priorities. Mr. Martin said that the grant match is over a 3 year period and it will take awhile to work out the Wilbur Avenue extension. He noted that they haven't even begun to look at water service, or work with the developer who owns the property. Mr. Martin assured the committee that they will return to the Public Works Committee regarding how they are going to fund the project and where the funding mechanisms will come from.

Councilmember Gookin asked what if the property owner doesn't want to donate the right-of-way. Mr. Martin said that if the city purchases the right-of-way for close to the same amount of money as they spent for the Government Way side right-of-way on the same property, it will cost almost \$600,000, which would be used as matching funds for the ITD grant.

Councilmember McEvers asked if they would design an intersection at Wilbur on the Government Way project. Mr. Bosley said that right now there is an intersection at Wilbur, but it is a "T" intersection.

**MOTION by Gookin, seconded by English, that the City Council approve Resolution No. 17-008 authorizing approval of the FASTLANE Grant Match Agreement with the Idaho Transportation Department for safety and capacity improvements to US-95 and the Agreement for Maintenance and Operation of the Proposed Wilbur Avenue Signal.**

**DISCUSSION:** Councilmember English said that he needs to have a better understanding of the project and is hoping to have a full council discussion.

**Motion carried.**

The meeting adjourned at 4:31 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** January 23, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-16-5, Vacation of a portion of Appleway Avenue right-of-way adjoining the southwesterly boundary of Lot 4, Block 1 of the Zanetti Subdivision to the City of Coeur d'Alene.**

---

### **DECISION POINT**

The applicant, Zanetti Brothers, Inc., is requesting the vacation of a portion of Appleway Avenue right-of-way that adjoins the southwesterly boundary of their property on Appleway Avenue (1327 W. Appleway Avenue). See attached exhibit.

### **HISTORY**

It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene.

### **FINANCIAL ANALYSIS**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.23 Acres (10018.8 Square Feet) to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

### **PERFORMANCE ANALYSIS**

The purpose of this request is to realign the excess right-of-way to match the existing public improvements. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner.

### **RECOMMENDATION**

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on March 7, 2017.

# EXHIBIT OF RIGHT-OF-WAY VACATION

APPLEWAY AVENUE FRONTING ZANETTI SUBDIVISION  
 IN THE SW¼ SW¼, SEC. 2, T.50N., R.4W., B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LOT G  
 BLOCK ONE  
 CROSSROADS  
 SUBDIVISION  
 BOOK K, PAGE 405

LOT 4  
 BLOCK ONE  
 ZANETTI SUBDIVISION  
 BOOK K, PAGE 242

GRANNIS  
 (UNPLATTED)

EXIST. BUILDING 1

EXIST. BUILDING 2

EXIST. BUILDING 3

NW PIPELINE  
 (UNPLATTED)

AVISTA  
 (UNPLATTED)

APPLEWAY

AVENUE

SHADED REGION:  
 EXISTING RIGHT-OF-WAY TO BE  
 VACATED. (0.23 Ac)

POTENTIAL NEW ROW, PENDING  
 THE CITY'S APPROVAL OF  
 VACATION OF THE EXISTING  
 SURPLUS RIGHT-OF-WAY

EXIST. SIDEWALK

EXIST. CURB

LINE TABLE

LINE	LENGTH	BEARING
L1	15.00	N 88°54'22" W
L2	39.09	N 86°55'16" W
L3	14.02	S 00°14'50" W
L4	25.00	S 88°54'22" E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHRD BRG	CHORD
C1	247.94	465.19	30°32'15"	S 55°43'38" E	245.02

FOUND ¾"  
 REBAR WITH  
 PLS 6374 CAP

S 00°14'50" W  
 188.37'

S 40°27'30" E  
 160.00'

N 48°12'21" W  
 410.83'

N 88°54'22" W  
 100.62'

S 00°01'09" E  
 200.00'

S 00°01'09" E  
 100.00'

25.00'

FOUND ¾"  
 REBAR WITH  
 PLS 5289 CAP



FS

SHEET  
 1 OF 1

FRAME & S METANA, PA  
 Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814  
 Ph. (208) 664-2121 / Fax: (208) 765-5502 / Email: smetana@roadrunner.com

EXHIBIT OF RIGHT-OF-WAY VACATION  
 APPLEWAY AVENUE FRONTING  
 ZANETTI SUBDIVISION

FILE: A223SE

DATE: 12/21/16

SCALE: 1"=60'

RESOLUTION NO. 17-006

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 S-5-16, RIVIERA COURT: FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE/WARRANTY AGREEMENT, AND SECURITY; APPROVAL OF S-6-16, NETTLETON CORNER SUBDIVISION: FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY; AND APPROVAL OF S-4-15, GARDEN GROVE FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT, AND SECURITY.

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 C" and, by reference, made a part hereof and summarized as follows:

- A) Approval of S-5-16, Riviera Court: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement, and Security;
- B) Approval of S-6-16, Nettleton Corner Subdivision: Final Plat, Subdivision Improvement Agreement, and Security;
- C) Approval of S-4-15, Garden Grove Final Plat Approval, Acceptance of Improvements, Maintenance /Warranty Agreement, and Security;

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 as set forth in substantially the form attached hereto as Exhibits "A through C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements 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 7<sup>th</sup> day of February, 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 \_\_\_\_\_.

## CITY COUNCIL STAFF REPORT

**DATE:** February 7, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Riviera Court: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

### DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, an eleven (11) lot residential development.
2. Acceptance of the installed public infrastructure improvements for Riviera Court.
3. Approval of the Maintenance/Warranty Agreement and security.

### HISTORY

- a. Applicant: Dennis E. Cunningham II  
Active West, LLC  
311 E. Coeur d'Alene Avenue, Suite C  
Coeur d'Alene, ID 83814
- b. Location: +/- 1.325 Acre Parcel in the Riverstone West 3<sup>rd</sup> Addition bound by Riverstone Drive (north) and John loop (south).
- c. Previous Action:
  1. Preliminary plat approval, August 2016

### FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on February 7, 2018. The amount of the security provided is \$11,226.50.

### PERFORMANCE ANALYSIS

The developer has installed all of the required public infrastructure, and, the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on February 7, 2018.

### DECISION POINT RECOMMENDATION

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



# RIVIERA COURT

A REPLAT OF LOT 1, BLOCK TWO, RIVERSTONE WEST 3RD ADDITION  
NE 1/4 SEC 10, T 50N, R 4W, BM  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



### SURVEYOR'S NARRATIVE:

IDAHO STATE PLANE BEARINGS:  
THE BASIS OF BEARINGS FOR THIS PLAT IS THE IDAHO STATE PLANE  
COORDINATE SYSTEM, NAD 83 WEST ZONE, AS DETERMINED FROM  
MONUMENTS ON (SS).

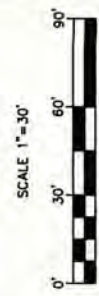
IMPROVEMENTS:  
IMPROVEMENTS ARE NOT SHOWN ON THIS SURVEY.

### SURVEYS REVIEWED:

- (S1) PLAT OF RIVERSTONE WEST BY WARNER IN 2006 BK J PG 339
- (S2) PLAT OF RIVERSTONE WEST 1ST ADD BY WARNER IN 2007 BK J PG 488
- (S3) PLAT OF RIVERSTONE PLAZA BY WARNER IN 2007 BK J PG 500
- (S4) PLAT OF RIVERSTONE WEST 2ND ADD BY MARTINEZ IN 2008 BK K PG 183
- (S5) PLAT OF RIVERSTONE WEST 3RD ADD BY MAYBERRY IN 2011 BK K PG 326
- (S6) PLAT OF RIVERSTONE WEST 3RD ADD BY MAYBERRY IN 2014 BK K PG 491

### LEGEND

- FOUND MONUMENT AS DESCRIBED
- SEARCHED FOR - NOT FOUND OR SET
- SET 5/8" x 24" REBAR W/ STRATTON 106777 CAP
- SET 5/8" x 24" REBAR W/ 2.5" ALUMINUM CAP
- SET LEAD PLUG W/ MAGNETIC NAIL AND PLS 106777 WASHER
- (80B) - BASIS OF BEARINGS
- (POB) - POINT OF BEGINNING
- S-L-U - SIDEWALK, LANDSCAPE AND UTILITY (EASEMENT)
- S-Y - SIDE YARD (EASEMENT)
- O/S - PROPERTY CORNERS ALONG THE RIGHT-OF-WAY LINE FOR CASSIANA COURT FALL AT OR NEAR THE BACK OF CURB. MONUMENTS ARE SET ON A 0.50' OFFSET ALONG THE SIDE PROPERTY LINE, IF APPLICABLE, OR PERPENDICULAR TO THE RIGHT-OF-WAY LINE.



BASIS OF BEARINGS:  
NAD 83, IDAHO WEST ZONE  
AS SHOWN HEREON  
EQUIPMENT USED:  
RTK GPS  
5" TOTAL STATION

### SURVEY FOR:

## ACTIVE WEST



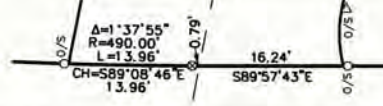
**STRATTON LAND SERVICES, INC.**  
808 W. MAIN ST., UNIT 1  
RAYHURD, ID 83858  
PAK (208) 887-3442  
WWW.STRATTONLAND.COM

INDEX	
1/4, 1/4	R.
10	50N 4W
DATE: 1/24/17	
DRAWN BY: RLS	
SHT. 1 OF 2	
PROJ. # 16009	

### CURVE TABLE:

CURVE	CHORD	RADIUS	DELTA	LENGTH
C1	3875.02'	220.00'	10734.32"	300.46'
C2	280.00'	260.00'	1101.43"	207.85'
C3	260.00'	280.00'	2513.14"	109.60'
C4	280.00'	260.00'	9000.00"	30.66'
C5	280.00'	260.00'	33340.08"	67.60'
C6	520.00'	520.00'	58015.13"	171.03'
C7	490.00'	490.00'	58940.33"	104.40'

### DETAIL



# RIVIERA COURT

A REPLAT OF LOT 1, BLOCK TWO, RIVERSTONE WEST 3RD ADDITION  
NE 1/4 SEC 10, T 50N, R 4W, BM  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT ACTIVE WEST, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND DESCRIBED AS:  
A PARCEL OF LAND BEING LOT 1, BLOCK TWO OF THE PLAT OF RIVERSTONE WEST 3RD ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK "K" OF PLATS AT PAGE 326, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID PARCEL ALSO BEING GENERALLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;  
THENCE NORTH 78° 07' 29" WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 60.83 FEET TO THE BEGINNING OF A 260.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
THENCE NORTHWESTERLY ALONG SAID CURVE 207.85 FEET (CHORD BEARS NORTH 55° 13' 23" WEST 202.36 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE SOUTH 11° 21' 27" WEST 332.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND A POINT ON A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 12° 14' 43" EAST 490.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHERLY LINE OF SAID LOT 1 FOR 104.40 FEET (CHORD BEARS SOUTH 83° 51' 30" EAST 104.20 FEET);  
THENCE SOUTH 89° 57' 43" EAST 93.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;  
THENCE NORTH 24° 09' 37" EAST 229.20 FEET TO THE SAID POINT OF BEGINNING.

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

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

THE OWNERS HEREBY DEDICATE TO THE CITY OF COEUR D'ALENE THE NEW RIGHT-OF-WAY SHOWN HEREON.

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

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE THE SNOW EASEMENTS SHOWN HEREON FOR THE STORAGE OF SNOW.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE A NEW PUBLIC UTILITY EASEMENT OVER TRACT D AS SHOWN HEREON.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE A STORMWATER EASEMENT OVER TRACTS B AND C, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF THE STORMWATER FACILITIES. NO OTHER EASEMENTS SHALL BE GRANTED ON, UNDER, OR OVER THIS EASEMENT WITHOUT OBTAINING PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

TRACTS A, B, C AND D WILL BE OWNED AND MAINTAINED BY THE NEW HOMEOWNERS ASSOCIATION.

THE NEW SIDE YARD EASEMENTS AS SHOWN HEREON ARE HEREBY RESERVED FOR THE BENEFIT OF THE ADJOINING PROPERTY OWNER.

WE HAVE CAUSED SAID LAND TO BE LAID OUT AND EMBRACED WITHIN THE PLAT TO BE KNOWN AS "RIVIERA COURT".

*[Signature]*  
ACTIVE WEST, LLC  
TITLE

## ACKNOWLEDGMENT:

STATE OF IDAHO  
COUNTY OF COEUR D'ALENE

ON THIS 25th DAY OF January, 2017, BEFORE ME, Christina Ragan, a NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Robert L. Stratton, KNOWN OR IDENTIFIED TO ME TO BE THE Managing Member OF ACTIVE WEST, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.



*[Signature]*  
NOTARY PUBLIC  
RESIDING AT  
April 15, 2017  
COMMISSION EXPIRES

## CITY COUNCIL APPROVAL:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST: CITY CLERK

ENGINEER, CITY OF COEUR D'ALENE

## HEALTH DISTRICT APPROVAL:

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (CPE) REPRESENTING THE CITY OF COEUR D'ALENE, AND THE CPE APPLICABLE REGULATIONS CONTAINED IN THE CITY OF COEUR D'ALENE IMPOSED ON THE DEVELOPER. RESOURCES, INCLUDING SATISFIED THE SANITARY RESTRICTIONS WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

25 DAY OF January, 2017.

*[Signature]*  
PANHANDLE HEALTH DISTRICT

## NOTES:

- EXISTING EASEMENTS ARE SHOWN AS REFLECTED IN A TITLE REPORT FROM TITLE ONE FILE #16268810 DATED JUNE 20, 2016.
- THIS PLAT IS SUBJECT TO CCRs RECORDED UNDER INST #1656751, #2075140 AND #2228738. INST #1656751 RESERVES AN EASEMENT FOR ENCROACHMENTS. APPEARS TO AFFECT THIS PROPERTY.
- INST #1986277 VACATES ROADS IN PLAT OF RIVERSIDE PARK ADDITION (BK 'B' PG 138). RESERVES AN EASEMENT FOR ANY EXISTING UTILITIES.
- THIS PLAT IS SUBJECT TO A RESTRICTION FROM USE FOR A HOTEL AS RECORDED UNDER INST #2284105000 AND 2311116000.
- THE NEW CCRs FOR THIS DEVELOPMENT CREATE EASEMENTS FOR ENCROACHMENTS, PARTY WALLS, ACCESS, DRAINAGE, UTILITY, MAINTENANCE, LANDSCAPE AND EMERGENCY PERSONNEL THAT ARE GENERIC, BLANKET OR OTHERWISE NOT PLOTTABLE AT THIS TIME.
- VEHICULAR ACCESS TO RIVERSTONE DRIVE IS PROHIBITED.
- LOTS 1-4, BLOCK 2 WILL BE REQUIRED TO USE JOINT DRIVEWAYS.

## HOA/CCRS:

HOMEOWNERS ASSOCIATION / COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER INST # \_\_\_\_\_

## SURVEYOR'S CERTIFICATE:

I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR #10877 OF THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAT OF "RIVIERA COURT" MADE UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, SIGNED THIS 25th DAY OF January, 2017.

ROBERT L. STRATTON, PLS # 10877



## COUNTY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED WITHIN THE OWNER'S CERTIFICATE, AND DEDICATION HAVE BEEN PAID THROUGH February 31, 2017, AS OF THIS 25th DAY OF January, 2017.

*[Signature]*  
KOOTENAI COUNTY TREASURER Cheryl D. Smith

## COUNTY RECORDER'S CERTIFICATE:

STATE OF IDAHO,  
COUNTY OF KOOTENAI;  
THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AT THE REQUEST OF ACTIVE WEST ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M AS INSTRUMENT NUMBER \_\_\_\_\_ AND DULY RECORDED IN BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF PLATS \_\_\_\_\_.

KOOTENAI COUNTY RECORDER \_\_\_\_\_ FEE \_\_\_\_\_

BY \_\_\_\_\_

## COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

KOOTENAI COUNTY SURVEYOR \_\_\_\_\_



## SURVEY FOR:

# ACTIVE WEST

STRATTON LAND SERVICES, INC.  
BOBA W. MAIN ST. UNIT 1  
RATHBURN, ID 83888  
(208) 887-2664  
FAX: (208) 887-2665  
WWW.STATTONLANDS.COM

16009-9 DWG  
DATE: 1/24/17  
DRAWN BY: RLS  
SHT. 2 OF 2  
PROJ # 16009

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

**Riviera Court**

THIS AGREEMENT is made this 7<sup>th</sup> day of February, 2017, between Active West, LLC, whose address is 311 E. Coeur d'Alene Avenue, Suite C, Coeur d'Alene, ID 83814, with Dennis E. Cunningham II, Managing Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**."

WHEREAS, the City has approved the final subdivision plat of Riviera Court, an eleven (11) lot, residential development in Coeur d'Alene, situated in the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the spreadsheet attached as Exhibit "A" hereto and as shown on the construction plans entitled "Riviera Court," signed and stamped by Eric K. Olson, PE, # 12250, dated September 14, 2016, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City security, in a form acceptable to the City, for the amount of Eleven Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$11,226.50) to secure the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 7<sup>th</sup> day of February, 2018. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

**City of Coeur d'Alene**

**Active West, LLC**

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

\_\_\_\_\_  
Dennis E. Cunningham II  
Managing Member

**ATTEST:**

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

# EXHIBIT A

## VALUATION OF CITY SUBDIVISION INFRASTRUCTURE

### Riviera Court



Date: 1/27/2017

By: EKO

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Dog House Manhole	1	EA	\$ 4,000.00	\$ 4,000.00
2	8" Sanitary Sewer	230	LF	\$ 40.00	\$ 9,200.00
3	Sewer Manhole	1	EA	\$ 3,000.00	\$ 3,000.00
4	4" Sanitary Sewer Service	11	EA	\$ 400.00	\$ 4,400.00
5	8" Water Main	360	LF	\$ 40.00	\$ 14,400.00
6	11.25° Bend	1	EA	\$ 300.00	\$ 300.00
7	22.5° Bend	1	EA	\$ 500.00	\$ 500.00
8	1" Water Services	11	EA	\$ 2,000.00	\$ 22,000.00
9	Fire Hydrant	1	EA	\$ 5,000.00	\$ 5,000.00
10	Concrete Sidewalk	225	SY	\$ 35.00	\$ 7,875.00
11	Concrete Curb	600	LF	\$ 15.00	\$ 9,000.00
12	Curb Inlet	2	EA	\$ 750.00	\$ 1,500.00
13	Curb Cut	1	EA	\$ 250.00	\$ 250.00
14	Curb Ramp	4	EA	\$ 1,000.00	\$ 4,000.00
15	Grass Swale	602	SF	\$ 10.00	\$ 6,020.00
16	Type B Drywell	2	EA	\$ 1,500.00	\$ 3,000.00
17	Hot Mix Asphalt	92	TN	\$ 70.00	\$ 6,440.00
18	3/4" Aggregate Base	352	TN	\$ 15.00	\$ 5,280.00
19	Erosion & Sediment Control	1	LS	\$ 1,500.00	\$ 1,500.00
20	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
21	Pavement Patches	400	SF	\$ 4.00	\$ 1,600.00
<b>TOTAL</b>					<b>\$ 112,265.00</b>
<b>MAINTENANCE/WARRANTY BOND (10%)</b>					<b>\$ 11,226.50</b>



## CITY COUNCIL STAFF REPORT

**DATE:** February 7, 2017  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-6-16, Nettleton Corner Subdivision: Final Plat, Subdivision Improvement Agreement & Security Approval**

---

### DECISION POINT

Staff is requesting the following:

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

### HISTORY

- a. Applicant: Drew Dittman, Lake City Engineering, Inc.  
3909 N. Schreiber Way, Suite 4  
Coeur d'Alene, ID 83815
- b. Location: SE corner of 15<sup>th</sup> Street and Nettleton Gulch Road.
- c. Previous Action:
  1. Preliminary plat approval, December 2016.

### FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$24,030.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

### PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (sewer lateral services, concrete sidewalk and approaches) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by January 17, 2018.

### DECISION POINT RECOMMENDATION

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



# NETTLETON CORNER

A PORTION OF TRACT 20, THOMAS PARK ADDITION,  
LYING IN THE SOUTHWEST QUARTER OF SECTION 06, TOWNSHIP 50 NORTH,  
RANGE 03 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_

## CITY COUNCIL APPROVAL

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

CITY OF COEUR D'ALENE - CLERK \_\_\_\_\_ CITY OF COEUR D'ALENE - CITY MANAGER \_\_\_\_\_

## KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF MILLER DEVELOPMENT GROUP, LLC FOR RECORD IN THE OFFICE OF  
THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_  
M IN BOOK \_\_\_\_\_ OF PLATS, PAGES \_\_\_\_\_ AS INSTRUMENT NUMBER \_\_\_\_\_

FEE \$ \_\_\_\_\_

IDENTITY CLERK \_\_\_\_\_  
JIM BISHOP, KOOTENAI COUNTY CLERK

## COUNTY TREASURER'S CERTIFICATE

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

KOOTENAI COUNTY TREASURER \_\_\_\_\_

## COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.



## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 40, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A  
REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (P.E.) REPRESENTING CITY OF COEUR D'ALENE AND  
THE QUALIFIED APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE  
DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. REVIEWER IS CALLED TO THE ATTENTION THAT THE TIME  
OF THEIR APPROVAL: NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING  
CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR  
SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SURE (TAHOULS) CONSTRUCTION  
THAT FACILITIES IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE  
REMOVED, IN ACCORDANCE WITH SECTION 40-13-10, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF  
ENFORCEMENT, AND NO CONSTRUCTION OF ANY BUILDING OR SHALTER REQUIRED, DRINKING WATER OR  
SEWERING FACILITIES SHALL BE ALLOWED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

PAHAMULE HEALTH DISTRICT \_\_\_\_\_



SECTION 06, TOWNSHIP 50 NORTH, RANGE 03 WEST

## VICINITY MAP

SCALE 1" = 300'

## NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS:  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_, BEFORE ME,  
PERSONALLY APPEARED \_\_\_\_\_ KNOWN OR IDENTIFIED TO ME, TO BE THE  
MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON THE PERSON  
WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT  
SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES ON \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4192, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT  
OF NETTLETON CORNER IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON DONE BY ME OR  
UNDER MY DIRECT SUPERVISION, AND THAT ALL CORNERS WILL BE SET AS SHOWN ON THIS PLAT, ON OR BEFORE ONE  
YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

David Schumann  
DAVID SCHUMANN, RLS  
10/21/16  
DATE

## OWNER'S CERTIFICATE AND DEDICATION

BE IT FURTHER KNOWN THAT MILLER DEVELOPMENT GROUP, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES  
HEREBY CERTIFY THAT IT OWNS AND HAS Laid OUT THE LAND EMBRACED WITHIN THE PLAT TO BE KNOWN AS  
NETTLETON CORNER, BEING A PORTION OF TRACT 20, THOMAS PARK ADDITION, IN THE SOUTHWEST QUARTER OF  
SECTION 06, TOWNSHIP 50 NORTH, RANGE 03 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, BEING A 2.5 INCH ALUMINUM CAP IN UPRIGHT CASE  
PER CASE NO. 14237, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE WEST QUARTER BEARS NORTH 00°  
22' 48" EAST 2852.44 FEET; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, NORTH 00°22' 48" EAST  
1326.24 FEET; TO THE SOUTH 1/4TH CORNER BEING A 2 INCH ALUMINUM CAP IN UPRIGHT CASE PER CASE  
NO. 117793, RECORDS OF KOOTENAI COUNTY, IDAHO, THENCE LEAVING SAID WEST LINE SOUTH 89°15' 42" EAST, 35.39  
FEET TO THE POINT OF THE INTERSECTION OF EAST RIGHT OF WAY OF 15TH STREET AND THE SOUTH RIGHT OF WAY  
NETTLETON GLECH ROAD; SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE ALONG SAID SOUTH RIGHT OF WAY, SOUTH 89°30' 22" EAST, 150.73 FEET TO THE NORTHWEST CORNER OF LOT  
1 BLOCK 1 OF THE PLAT OF NETTLETON, RECORDED IN BOOK K OF PLATS AT PAGE 286, RECORD OF KOOTENAI COUNTY,  
IDAHO.

THENCE ALONG THE WEST LINE OF SAID LOT 1 BLOCK 1, SOUTH 00° 25' 20" WEST, 125.79 FEET TO THE NORTHWEST  
CORNER OF SAID LOT 1 AND A POINT ON THE NORTH LINE OF TRACT 18 OF THOMAS PARK ADDITION, RECORDED IN  
BOOK B OF PLATS AT PAGE 142, RECORDS OF KOOTENAI COUNTY, IDAHO.

THENCE ALONG SAID NORTH LINE OF THOMAS PARK ADDITION PLAT, NORTH 89°30' 22" WEST, 150.15 FEET TO THE SAID  
EAST RIGHT OF WAY OF 15TH STREET.

THENCE ALONG SAID EAST RIGHT OF WAY OF THE 15TH STREET, NORTH 00° 20' 31" EAST, 125.79 FEET TO THE TRUE  
POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,903 SQUARE FEET OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT \_\_\_\_\_

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

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

CHAD E. OAKLAND, MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

		CHECKED BY _____ DES
		DRAWN BY _____ WAL
		SCALE _____ W/L
		DATE _____ 10/21/2016
		JOB NO. _____ LCE 18,903
		2
		2

**AGREEMENT TO PERFORM SUBDIVISION WORK**

**Nettleton Corner**

THIS AGREEMENT is made this 7<sup>th</sup> day of February, 2017, between Miller Development Group, LLC, whose address is 2022 N. Government Way, Coeur d'Alene, ID 83814, with Chad E. Oakland, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**."

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Nettleton Corner, a three (3) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 6, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho;

NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: sanitary sewer lateral installations for Lots 1 and 3; replace cleanout BEXT1-13A2-CO in Nettleton Gulch Road with a terminus sanitary sewer manhole; domestic water service lateral installations for Lots 1, 2, and 3; and install a 5' concrete sidewalk along the Nettleton Gulch Road frontage and replace pedestrian ramp to meet ADA requirements, on or before the 1<sup>st</sup> day of July, 2017. Said improvements are more particularly described on the submitted estimate of probable construction costs dated January 30, 2017, attached hereto as Exhibit "A", compiled by Drew Dittman, PE, #11138 of Lake City Engineering, Inc., whose address is 3909 N. Schreiber Way, Suite # 4, Coeur d'Alene, ID 83815.

The Developer, prior to recording the plat, shall deliver to the City security in the amount of Twenty-Four Thousand Thirty and No/100 Dollars (\$24,030.00), which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the security for the public improvements noted herein.

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

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

**City of Coeur d'Alene**

**Miller Development Group, LLC**

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

\_\_\_\_\_  
Chad E. Oakland, Member

**ATTEST:**

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



# EXHIBIT A

**Project: Nettleton Corner**

**Date: 1/30/2017**

Bond Estimate				
Description	Quantity	Units	Unit Price	Amount
<b>Water Improvements</b>				
1" Domestic Water	3	ea	\$ 2,590.00	\$ 7,770.00
<b>Water Subtotal:</b>				<b>\$ 7,770.00</b>
<b>Sewer Improvements</b>				
48" Manhole	1	ea	\$ 2,500.00	\$ 2,500.00
4" Sewer Service	1	ea	\$ 750.00	\$ 750.00
<b>Sewer Subtotal:</b>				<b>\$ 3,250.00</b>
<b>Hard Surface Improvements</b>				
5' Concrete Sidewalk	750	sf	\$ 3.25	\$ 2,437.50
Concrete cutting	1	ls	\$ 562.50	\$ 562.50
Asphalt Cut	1	ea	\$ 500.00	\$ 500.00
Asphalt Patch	1	ea	\$ 1,500.00	\$ 1,500.00
<b>Hard Surface Subtotal:</b>				<b>\$ 5,000.00</b>
<b>Total COST:</b>				<b>\$ 16,020.00</b>
<b>150% Bond Increase:</b>				<b>\$ 8,010.00</b>
<b>Total Bond Amount:</b>				<b>\$ 24,030.00</b>



1/30/17

# CITY COUNCIL STAFF REPORT

**DATE:** February 7, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Garden Grove: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

## DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a ninety-four (94) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and security.

## HISTORY

- a. Applicant: Donald Smock  
Harmony Homes, LLC  
1000 Northwest Boulevard  
Coeur d'Alene, Idaho 83814
- b. Location: Celebration Drive, between Prairie Avenue and Joanna Drive in the Northwest  $\frac{1}{4}$  of Section 27, Township 51 North, Range 4 West, B.M.
- c. Previous Action:
  1. Preliminary plat approval, December 2015

## FINANCIAL ANALYSIS

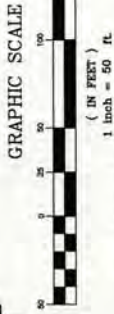
The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on December 20, 2017. The amount of the security provided is \$118,314.77.

## PERFORMANCE ANALYSIS

The developer has installed all of the required public infrastructure, and, the responsible City departments have approved the installations and have found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on December 20, 2017.

## DECISION POINT RECOMMENDATION

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



**LEGEND**

- ▲ P.L.S.'S CORNERS AS NOTED
- FOUND SURVEY PINS AS NOTED
- 1/4" REBAR WITH PVC CAP MARKED "P.L.S. 5289" TO BE SET WITHIN ONE YEAR OF RECORDING PER IDAHO CODE 50-131 TO 50-133.
- SET 3/8" REBAR WITH PVC CAP MARKED "P.L.S. 5289"
- ▲ SET 7/16" ALUMINUM CAP MARKED "T.P.O.B. - GARDEN GROVE - P.L.S. 5289"

**REFERENCES**

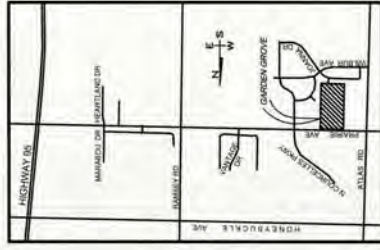
AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS.  
BOOK C, PAGES 66 & 67

**BASIS OF BEARING**

S 11°11'11" W ALONG THE WEST LINE OF SEC 27, CITY OF COEUR D'ALENE NAD83 DATUM

**KEYNOTES**

- 1 5 STREET TREE AND SIDEWALK EASEMENT TYPICAL
- 2 20' SETBACK TYPICAL ALONG ROADWAY
- 3 20' BACKYARD SETBACK, TYPICAL ALONG LOTS 5-16, BLOCK SEVEN & LOTS 19-20, BLOCK FIVE
- 4 10' UTILITY EASEMENT, TYPICAL
- 5 10' BACKYARD SETBACK, TYPICAL
- 6 5' UTILITY AND DRAINAGE EASEMENT TYPICAL ON INTERIOR LOT LINES
- 7 20' WIDE WATER LINE EASEMENT GRANTED TO HAYDEN LAKE IRRIGATION DISTRICT
- 8 FUTURE PEDESTRIAN ACCESS TO WESTERLY PARCELS
- 9 10' WATER LINE EASEMENT GRANTED TO HAYDEN LAKE IRRIGATION DISTRICT AND 10' DRY UTILITY EASEMENT



VICINITY MAP



*Russell C. Honsaker*  
RUSSELL C. HONSAKER, P.L.S. #5289

2-1-17

**Frame & Smetana, PA**  
Consulting Engineers  
601 North 4th Street, Coeur d'Alene, Idaho, 83814  
PH: 208.664-2322 FAX: 208.664-5922 Email: rsm@framesmetana.com

PROJECT: Garden Grove  
DRAWN BY: DWJ  
FILE: L148.PLA  
DATE: 02/01/17  
SCALE: 1" = 50'  
SHEET: 1 OF 4

**Garden Grove**  
A REPLAT OF TRACTS 321 & 324 AND VACATED RIGHT OF WAY, HAYDEN LAKE IRRIGATED TRACTS, LOCATED IN THE NW 1/4 OF SEC. 27, T. 51 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



AIN 144466  
AIN 104748  
AIN 132032

TRACT 322

(SEE SHEET 2)

N 1/4 COR. SEC 27  
FOUND 1/2 BRASS CAP IN  
MON. CAP  
CPAF #2145301000

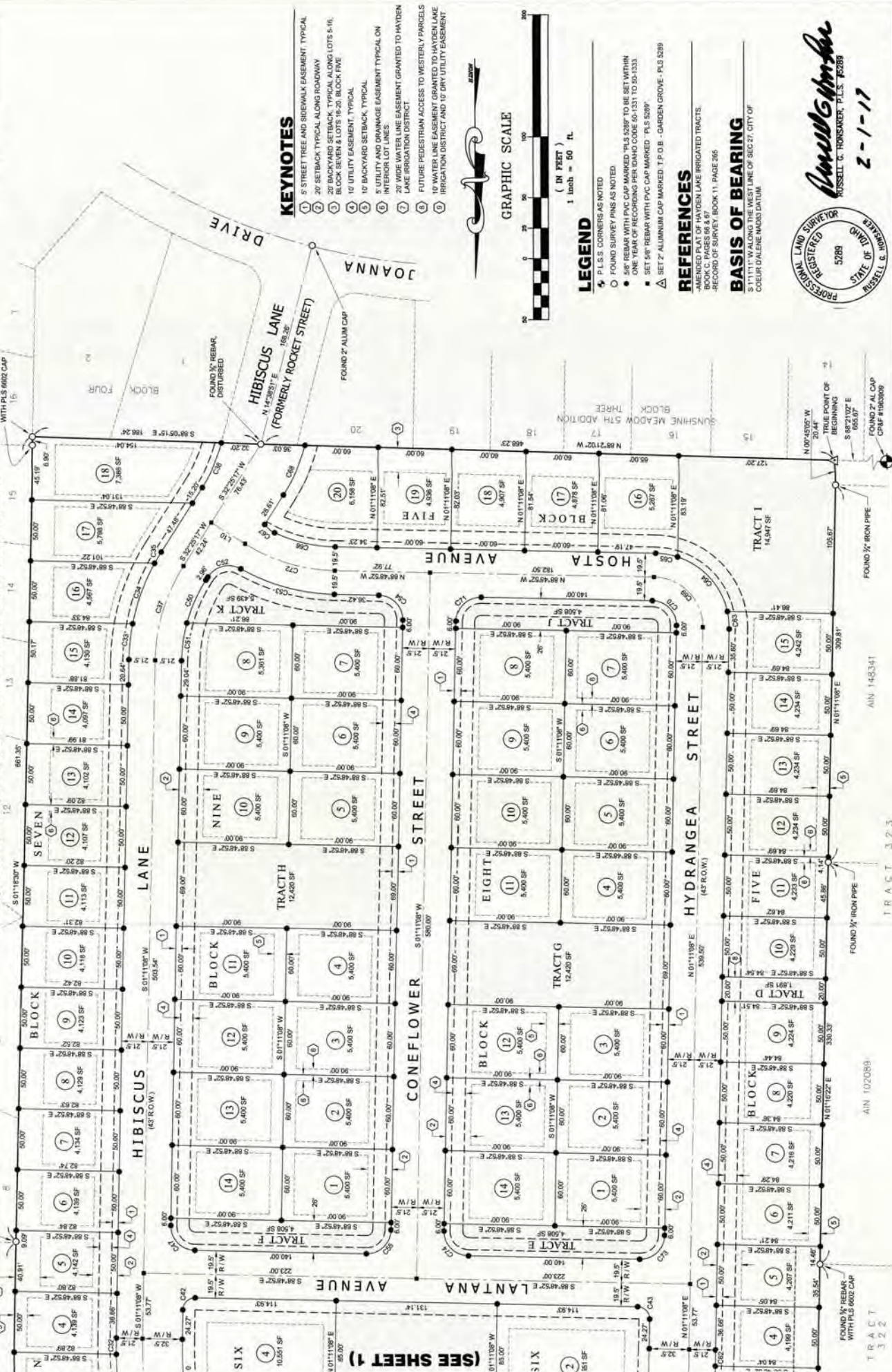
GATED EMERGENCY  
INGRESS/EGRESS ONLY  
WITH KNOX BOX

GATED EMERGENCY  
INGRESS/EGRESS ONLY  
WITH KNOX BOX

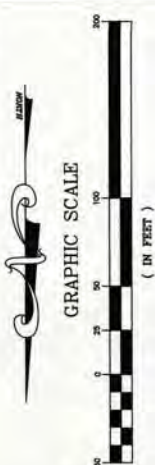
NW SEC 27  
MON. CAP  
CPAF #207892000

# Garden Grove

A REPLAT OF TRACTS 321 & 324 AND VACATED RIGHT OF WAY, HAYDEN LAKE IRRIGATED TRACTS, LOCATED IN THE NW 1/4 OF SEC. 27, T. 51 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- ### KEYNOTES
- 5' STREET TREE AND SIDEWALK EASEMENT TYPICAL
  - 20' SETBACK TYPICAL ALONG ROADWAY
  - 20' BACKYARD SETBACK TYPICAL ALONG LOTS 5-16
  - BLOCK SEVEN & LOTS 16-20 BLOCK FIVE
  - 10' UTILITY EASEMENT TYPICAL
  - 10' BACKYARD SETBACK TYPICAL
  - 5' UTILITY AND DRAINAGE EASEMENT TYPICAL ON INTERIOR LOT LINES
  - 20' WIDE WATER LINE EASEMENT GRANTED TO HAYDEN LAKE IRRIGATION DISTRICT
  - FUTURE PEDESTRIAN ACCESS TO WESTERLY PARCELS
  - 10' WATER LINE EASEMENT GRANTED TO HAYDEN LAKE IRRIGATION DISTRICT AND 10' GRY UTILITY EASEMENT



- ### LEGEND
- PLS S CORNERS AS NOTED
  - FOUND SURVEY PINS AS NOTED
  - 5/8" REBAR WITH PVC CAP MARKED "PLS S28F" TO BE SET WITHIN ONE YEAR OF RECORDING PER IDAHO CODE 50-1331 TO 50-1333
  - SET 5/8" REBAR WITH PVC CAP MARKED "PLS S28F"
  - SET 2" ALUMINUM CAP MARKED "P.O.B. - GARDEN GROVE - PLS S28F"

- ### REFERENCES
- AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
  - PLS S CORNERS AS NOTED
  - RECORD OF SURVEY, BOOK 11, PAGE 265

### BASIS OF BEARING

SOUTH 1/4 ALONG THE WEST LINE OF SEC 27, CITY OF COEUR D'ALENE 1803 DATUM

PROFESSIONAL LAND SURVEYOR  
REGISTERED  
5288  
DATE OF EXPIRATION  
RUSSELL C. THORSNER, P.L.S. #0288  
2-1-17

**Frame & Smetana, PA**  
Consulting Engineers  
400 North 14th Street, Coeur d'Alene, Idaho, 83814  
PH: 208-664-3111 FAX: 208-664-3112

**Garden Grove**  
DRAWN BY: DWJ  
SCALE: 1" = 50'  
DATE: 02/01/17  
27-51n-4w L145

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# Garden Grove

BOOK       , PAGE         
INST. No.       

A REPLAT OF TRACTS 321 & 324 AND VACATED RIGHT OF WAY, HAYDEN LAKE IRRIGATED TRACTS,  
LOCATED IN THE NW 1/4 OF SEC. 27, T. 51 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C1	328.81	5943.00	0.12285°	N 89°24'27" W	328.81
C2	100.55	5943.00	0.58107°	S 89°20'23" W	100.55
C3	21.51	5943.00	0.12285°	S 89°55'41" W	21.51
C4	32.50	5943.00	0.18485°	N 89°48'41" W	32.50
C5	78.83	5943.00	0.43259°	N 89°16'33" W	78.82
C6	32.33	5943.00	0.18485°	N 88°44'27" W	32.33
C7	25.50	5943.00	0.14455°	N 88°27'44" W	25.50
C8	25.50	5943.00	0.14455°	N 88°12'58" W	25.50
C9	13.79	5943.00	0.05724°	N 87°58'41" W	13.79
C10	13.79	5943.00	0.05724°	N 88°11'30" E	13.79
C11	13.79	5943.00	0.05724°	N 88°11'30" E	13.79
C12	14.39	50.00	16°29'11"	S 07°02'27" E	14.34
C13	14.59	50.00	16°43'27"	N 07°56'19" W	14.54
C14	57.39	194.50	19°58'44"	S 08°33'56" E	57.07
C15	48.69	135.50	19°44'28"	N 09°41'00" W	48.48
C16	9.21	25.00	21°08'01"	N 11°44'05" E	9.15
C17	51.68	150.00	19°44'28"	N 08°41'06" E	51.43
C18	44.88	50.00	16°43'27"	N 07°56'19" W	44.63
C19	14.39	50.00	16°29'11"	N 09°23'45" E	14.34
C20	14.73	50.00	16°52'29"	S 09°14'05" W	14.67
C21	47.24	135.50	19°58'37"	S 09°54'01" E	47.00
C22	56.68	194.50	19°44'28"	N 08°41'00" W	56.40
C23	9.21	25.00	21°08'01"	S 09°21'52" E	9.15
C24	14.14	50.00	9°00'00"	N 48°11'08" E	12.73
C25	15.71	10.00	90°00'00"	N 48°11'08" E	12.73
C26	15.71	10.00	90°00'00"	S 45°48'52" E	14.14
C27	77.87	50.00	8°46'44"	S 45°48'52" E	77.87
C28	77.87	50.00	8°46'44"	N 01°10'14" W	77.20
C29	44.39	478.50	5°18'38"	S 05°04'17" E	44.33
C30	17.82	521.50	1°59'11"	N 05°46'31" W	17.62
C31	50.16	521.50	5°30'28"	N 03°00'07" W	50.14
C32	13.34	521.50	1°27'56"	N 09°27'07" E	13.34
C33	28.07	171.50	9°54'59"	N 08°08'33" E	29.64
C34	53.02	171.50	17°42'47"	N 19°52'11" E	52.81
C35	19.83	171.50	2°35'32"	N 33°37'01" E	19.83
C36	19.83	171.50	2°35'32"	N 33°37'01" E	19.83
C37	81.79	150.00	31°14'09"	N 14°54'13" E	80.77
C38	48.32	532.50	5°11'58"	S 04°29'26" E	48.31
C39	21.88	467.50	2°40'56"	N 09°23'08" W	21.88
C40	50.83	467.50	6°13'48"	N 01°55'46" W	50.81
C41	13.68	9.00	89°59'25"	N 45°19'00" W	12.39
C42	15.71	10.00	90°00'00"	N 45°19'00" W	14.14
C43	15.71	10.00	90°00'00"	S 45°48'52" E	14.14
C44	40.86	467.50	2°40'56"	S 45°48'52" E	40.86
C45	40.86	467.50	2°40'56"	S 08°46'24" W	40.86
C46	21.88	467.50	2°40'56"	S 08°46'24" W	21.88
C47	31.42	20.00	90°00'00"	N 45°48'52" W	28.28
C48	48.32	532.50	5°11'57"	N 06°47'42" E	48.30
C49	6.53	532.50	0°42'11"	S 07°22'31" E	6.53
C50	38.78	128.50	17°17'36"	N 29°46'29" E	38.64
C51	31.27	128.50	15°56'33"	N 08°09'24" E	31.19
C52	30.42	20.00	87°09'23"	N 76°00'03" E	27.57
C53	30.04	191.50	29°24'11"	N 74°37'02" W	29.22
C54	14.59	50.00	9°00'00"	N 74°37'02" W	14.59
C55	31.42	20.00	90°00'00"	S 46°11'08" W	28.28
C56	71.77	500.00	8°54'44"	N 05°58'39" E	71.70
C57	71.77	500.00	8°54'44"	S 05°38'30" W	71.70
C58	16.34	10.00	90°00'00"	N 42°00'46" W	14.58
C59	44.35	478.50	5°18'38"	N 07°20'33" E	44.33
C60	17.62	521.50	1°56'11"	S 09°07'47" W	17.62
C61	50.16	521.50	5°30'28"	S 05°24'25" W	50.14
C62	13.79	50.00	16°29'11"	S 01°59'24" E	13.79
C63	14.59	50.00	16°43'27"	S 01°59'24" E	14.59
C64	83.22	61.00	8°22'23"	S 42°09'14" E	80.42
C65	18.07	61.00	16°58'19"	S 62°19'42" E	18.00
C66	51.34	122.50	24°09'43"	N 79°48'31" W	50.96
C67	10.87	20.00	30°34'44"	N 49°30'46" W	10.55
C68	44.94	153.56	16°43'21"	S 24°03'37" W	44.78
C69	63.62	40.50	90°00'00"	S 45°48'52" E	57.28
C70	31.42	20.00	90°00'00"	S 45°48'52" E	28.28
C71	31.42	20.00	90°00'00"	N 45°48'52" E	28.28
C72	71.42	40.50	31°11'00"	N 75°11'07" W	70.48
C73	31.42	20.00	90°00'00"	S 46°11'08" W	28.28
C74	31.42	20.00	90°00'00"	N 45°48'52" W	28.28
C75	6.53	532.50	0°42'11"	N 09°44'47" E	6.53

LINE	LENGTH	BEGINNING
L1	31.58	S 01°03'47" W
L2	31.58	N 45°48'52" W
L3	24.28	N 15°18'03" W
L4	19.44	N 01°11'08" E
L5	24.27	S 17°40'19" W
L6	19.44	S 01°11'08" W
L7	28.19	S 45°48'52" E
L8	28.28	S 45°48'52" E
L9	28.28	N 48°11'08" E
L10	39.50	S 17°34'42" E



*Russell C. Honsaker*  
 RUSSELL C. HONSAKER, P.L.S., #2089  
 2-1-17

Garden Grove

DATE: 02/01/17

SCALE: \_\_\_\_\_

27-51n-4w L145

DESIGN BY: DWJ

FILE: L145PLATS

FRAME & SMETANA, PA  
 Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814  
 TEL: 208-664-1121 FAX: 208-662-5822 Email: russell@framesmetana.com

SHEET 3 OF 4

# Garden Grove

A REPLAT OF TRACTS 321 & 324 AND VACATED RIGHT OF WAY, HAYDEN LAKE IRRIGATED TRACTS, LOCATED IN THE NW 1/4 OF SEC. 27, T. 51 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK       , PAGE         
INST. No.       

## OWNER'S CERTIFICATE

BE IT KNOWN THAT HARMONY HOMES, LLC AN IDAHO LIMITED LIABILITY COMPANY, THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS, TRACTS AND BLOCKS AS SHOWN HEREON TO BE KNOWN AS GARDEN GROVE. BEING RECORDED IN BOOK PAGES 86 AND 87, RECORDS OF KOOTENAI COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M. IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BASIS OF BEARING IS THE CITY OF COEUR D'ALENE NAD83 DATUM).

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, THENCE ALONG THE WEST LINE OF SAID SECTION, S 11°11' W, 1320.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27.  
THENCE ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, 655.67 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION.  
THENCE ALONG THE WEST LINE OF SAID WEST HALF, N 0°45'05" W, 20.44 FEET TO AN IRON PIPE.  
THENCE ALONG THE WEST LINE OF SAID TRACT 324, N 11°08' E, 309.81 FEET TO AN IRON PIPE.  
THENCE CONTINUING ALONG SAID WEST LINE, N 1°16'22" E, 330.33 FEET TO A 5/8" REBAR, P.L.S 6602; AND THE SOUTHWEST CORNER OF TRACT 321 OF SAID HAYDEN LAKE IRRIGATED TRACTS.  
THENCE ALONG THE WEST LINE OF SAID TRACT 321, N 1°24'04" E, 309.79 FEET TO A 5/8" REBAR, P.L.S 4408.  
THENCE CONTINUING ALONG SAID WEST LINE, N 1°16'22" E, 330.33 FEET TO A 5/8" REBAR, P.L.S 6602; AND THE SOUTHWEST CORNER OF TRACT 321 OF SAID HAYDEN LAKE IRRIGATED TRACTS.  
THENCE 325.95 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE FOLLOWING SAID NON-TANGENT CIRCULAR CURVE, HAVING A RADIUS OF 5943.10 FEET, A CENTRAL ANGLE OF 3°08'29", A CHORD BEARING OF S 89°34'27" E AND A CHORD DISTANCE OF 325.81 FEET.  
THENCE N 1°08'04" E, 5.03 FEET.  
THENCE S 85°24'48" E, 325.95 FEET TO A POINT ON THE WEST LINE OF TRACT 320 OF SAID HAYDEN LAKE IRRIGATED TRACTS.  
THENCE LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE SAID WEST LINE, S 1°05'42" W, 631.58 TO 5/8 REBAR AND THE NORTHWEST CORNER OF TRACT 325 OF SAID HAYDEN LAKE IRRIGATED TRACTS.  
THENCE ALONG THE WEST LINE OF SAID TRACT 325, S 1°18'30" W, 861.35 TO THE NORTHEAST CORNER OF LOT 2, BLOCK 4, OF SUNSHINE MEADOW 5TH ADDITION, BOOK J, PAGE 154, RECORDS OF KOOTENAI COUNTY.  
THENCE ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 4 AND ITS EXTENSION, N 88°05'15" W, 186.24 FEET TO THE CENTERLINE OF HIBISCUS LANE (FORMERLY ROCKET STREET).  
THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF SAID SUNSHINE MEADOW 5TH ADDITION, N 88°21'02" W, 488.23 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 19.350 ACRES.

THE OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY OF CELEBRATION PARKWAY, HIBISCUS LANE, HYDRANGEA STREET, DAYLILY DRIVE, LANITANA LANE, CONIFLOWER STREET, AND HOSTA AVENUE AS SHOWN HEREON TO THE PUBLIC FOREVER. TRACTS A THRU K ARE TO BE DECEDED TO THE GARDEN GROVE HOMEOWNERS ASSOCIATION AND RESERVE THEIR USE AS OPEN SPACE. SAID TRACTS TO BE OWNED AND MAINTAINED BY THE GARDEN GROVE HOMEOWNERS ASSOCIATION. WATER LINE EASEMENTS SHOWN HEREON ARE GRANTED TO HAYDEN LAKE IRRIGATION DISTRICT FOREVER. THE OWNER HEREBY GRANTS THE 5.0 FOOT TREE EASEMENT AND THE 10.0 FOOT UTILITY EASEMENT ALONG ALL INTERIOR ROAD RIGHTS-OF-WAY AS SHOWN HEREON AND A 5' UTILITY AND DRAINAGE EASEMENT ALONG INTERIOR LOT LINES AS SHOWN HEREON TO THE PUBLIC FOREVER. THE OWNER RESERVES ALL OTHER EASEMENTS OF RECORD AND / OR IN VIEW.

ALL LOTS ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDEN GROVE HOMEOWNERS ASSOCIATION RECORDED UNDER INSTRUMENT NUMBER       , RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS.

WATER SERVICE TO EACH LOT AND TRACT PLATTED HEREIN SHALL BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.

SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

*Donald R. Smock*  
DONALD R. SMOCK, MANAGING MEMBER

## STATE OF IDAHO, COUNTY OF KOOTENAI, SS

ON THIS 12 DAY OF February IN THE YEAR 2017, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DONALD R. SMOCK, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC  
RESIDING AT COA 10  
MY COMMISSION EXPIRES: 8/4/22



## SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.

*Russell G. Honaker*  
RUSSELL G. HONSAKER, P.L.S. #5289  
2-1-17



## CITY COUNCIL APPROVAL

THIS PLAT ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ON THE        DAY OF       , 20      .

CLERK CITY OF COEUR D'ALENE

ENGINEER CITY OF COEUR D'ALENE

## HAYDEN LAKE IRRIGATION DISTRICT APPROVAL

THIS PLAT HEREBY APPROVED BY HAYDEN LAKE IRRIGATION DISTRICT IN ACCORDANCE WITH THE WATER SERVICE AGREEMENT WITH THE CITY OF COEUR D'ALENE DATED AUGUST 12, 2003 FURTHERMORE THE DISTRICT APPROVES OF THE VACATION OF RIGHT-OF-WAY AND THE ACCEPTANCE OF EASEMENTS AS SHOWN HEREON.

APPROVED THIS 1 DAY OF Feb, 2017

*[Signature]*  
HAYDEN LAKE IRRIGATION DISTRICT CHAIRMAN

## PANHANDLE HEALTH DISTRICT I

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

DATED 2/1/17 HEALTH DISTRICT SIGNATURE *[Signature]*

## KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS        DAY OF       , 20       THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH       .

KOOTENAI COUNTY TREASURER

## KOOTENAI COUNTY SURVEYOR

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



## KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF        ON        DAY OF       , 20       AT        M. AND DULY RECORDED IN PLAT BOOK       ; PAGE       ; INST. #       .  
FEE \$       

KOOTENAI COUNTY RECORDER

SCALE	DATE 02/01/17	DRAWING DWG	FILE L145	<b>FRAME &amp; SOMETANA, PA</b> Consulting Engineers 601 North 14th Street, Coeur d'Alene, Idaho, 83814 TEL: 208-765-1313 FAX: 208-765-0503 Email: russell@framesometana.com
Garden Grove		27-51n-4w	L145	

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

**Garden Grove**

THIS AGREEMENT is made this 7<sup>th</sup> day of February, 2017, between Harmony Homes, LLC, whose address is 1000 Northwest Boulevard, Coeur d'Alene, Idaho 83814, with Donald Smock, President, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**."

WHEREAS, the City has approved the final subdivision plat of Garden Grove, a ninety-four (94) lot, residential development in Coeur d'Alene, situated in the Northwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant, for a period of one year from the approval date of this agreement, the public improvements listed in the spreadsheet attached as Exhibit "A" and as shown on the construction plans entitled "Garden Grove," signed and stamped by Merle Van Houten, PE, #12523, dated July 7, 2016, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, pedestrian trail system including ramps, street luminaires, signing, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City security, in a form acceptable to the City, for the amount of One Hundred Eighteen Thousand Three Hundred Fourteen and 77/100 Dollars (\$118,314.77), securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 7<sup>th</sup> day of February, 2018. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

**City of Coeur d'Alene**

**Harmony Homes, LLC**

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

\_\_\_\_\_  
Donald Smock, President

**ATTEST:**

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

# EXHIBIT A

Garden Grove PUD Warranty Bond 12/7/2016				
DESCRIPTION	UNIT	QTY.	COST PER UNIT	TOTAL ITEM COST
<b>WATER</b>				
Water Main Pipe - Size 4"	LF	262	\$ 18.50	\$ 4,847.00
Water Main Pipe - Size 8"	LF	3680	\$ 18.50	\$ 68,080.00
Water Main Pipe - Size 10"	LF	643	\$ 23.17	\$ 14,898.31
Water Main Fittings - Type - Tees & Elbows	LS	1	\$ 12,448.50	\$ 12,448.50
Valve - Type - Resilient Seat Gate Valves	EA	15	\$ 1,374.11	\$ 20,611.65
Blow-Off Assembly - Size 4"	EA	5	\$ 958.28	\$ 4,791.40
Hydrant Assembly	EA	14	\$ 4,500.00	\$ 63,000.00
Water Service Connection - Single Meter - Size 1"	EA	18	\$ 1,568.43	\$ 28,231.74
Water Service Connection - Dual Meter - Size 1"	EA	38	\$ 2,988.26	\$ 113,553.88
Irrigation Service Connection - Size 1.5"	EA	2	\$ 3,984.59	\$ 7,969.18
Irrigation Service Connection - Size 2.0"	EA	1	\$ 5,021.07	\$ 5,021.07
<b>SEWER</b>				
Gravity Sewer Pipe	LF	3190	\$ 16.98	\$ 54,166.20
Sanitary Sewer Manhole - Precast	EA	16	\$ 2,193.43	\$ 35,094.88
Sewer Service Line - Size 4" - Type - SDR 35	EA	94	\$ 640.54	\$ 60,210.76
<b>CONCRETE</b>				
Rolled Curb and Gutter	LF	9110	\$ 14.42	\$ 131,366.20
Standard 6" Curb and Gutter - Prairie Avenue	LF	102	\$ 44.26	\$ 4,514.52
Type A' Curb (No Gutter)	LF	140	\$ 35.56	\$ 4,978.40
Concrete Sidewalks, 4" Thickness, Including Ped-Ramps Within ROW	SY	4627	\$ 34.24	\$ 158,428.48
Concrete Sidewalks, 4" Thickness, Outside ROW	SY	869	\$ 34.24	\$ 29,754.56
Curb Inlet - Type A	EA	17	\$ 1,344.88	\$ 22,862.96
<b>AGGREGATES AND ASPHALT</b>				
Crushed Aggregate Base - 3/4" Minus	CY	3306	\$ 30.02	\$ 99,246.12
Plant Mix Pavement - ITD SP3, 3" Thickness	SY	14861	\$ 10.76	\$ 159,904.36
Plant Mix Pavement - 10' Pedestrian Path, 2" Thickness	SY	584	\$ 11.55	\$ 6,745.20
<b>STORMWATER AND EROSION CONTROL</b>				
Drywell - Type A - Single Depth	EA	8	\$ 2,348.01	\$ 18,784.08
Drywell - Type B - Double Depth	EA	12	\$ 3,051.60	\$ 36,619.20
<b>TRAFFIC SIGNALS AND STREET LIGHTING</b>				
Painted Pavement Markings - Stop Bar	SF	23.5	\$ 29.79	\$ 700.07
Permanent Signing - Street/Stop Signs	LS	1	\$ 11,336.00	\$ 11,336.00
Steel Sign Posts	EA	11	\$ 453.00	\$ 4,983.00
<b>TOTAL SUBDIVISION IMPROVEMENTS</b>				<b>\$ 1,183,147.72</b>
<b>MAINTENANCE/WARRANTY BOND (10% OF PUBLIC SUBDIVISION IMPROVEMENTS)</b>				<b>\$ 118,314.77</b>





# ANNOUNCEMENTS

# Memo to Council

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DATE: February 2, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the February 7th Council Meeting:

JAMES CHAPKIS

IGNITE CDA

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Tony Berns, Ignite CDA Executive Director

**PUBLIC WORKS COMMITTEE**

**PUBLIC WORKS COMMITTEE**

**STAFF REPORT**

**DATE:** January 23, 2017

**FROM:** John Dearth, Lab/Pretreatment Supervisor, WWTP

**SUBJECT:** Amendments to Municipal Code 13.20.2.1(B) and 13.20.2.4 Relating to the Adoption of New Local Limits and Specific Prohibitions

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**DECISION POINT:** The Council is requested to approve amending Municipal Code section 13.20.2.1(B) to add additional Specific Prohibitions to the City's discharge standards and to amend Municipal Code section 13.20.2.4 to adopt new local limits that apply to Industrial Users consistent with Environmental Protection Agency (EPA) requirements listed in the City's 2014 NPDES permit.

**HISTORY:** The City's current NPDES permit issued by EPA in September of 2014 required that the city re-evaluate Local Limits for Industrial Users that discharge to the City's wastewater treatment plant. Local limits are limitations on the wastewater strength that Industrial Users can discharge to the city sewer system. Typically these limits only apply to Significant Industrial Users (SIUs) that are issued wastewater discharge permits by the City under the City's pretreatment program mandated by the EPA. Currently there are 3 permitted SIUs (Deming Industries, Sunshine Minting, and Esterline Advanced Input Devices) that discharge to the City's wastewater treatment plant and are required to meet the local limits.

**PERFORMANCE ANALYSIS:** A consultant was hired in 2015, wastewater monitoring was conducted, and an evaluation was completed during 2015-2016 to determine the new local limits. Current City Code lists 13 local limit parameters (primarily metals). Three new parameters (Ammonia, Phosphorus, and Molybdenum) will be added while one (Cyanide) will be removed due to no measurable detection in industrial discharges or in the city's wastewater collection system. Two other parameters (pH, Oil & Grease) will be delisted because they are addressed in section 13.20.2.1(B) under Specific Prohibitions in the City's Wastewater Code (13.20). Overall, 9 out of 10 current parameter limits were slightly relaxed for the Industrial Users while the Lead limit decreased slightly. The local limit increases can primarily be attributed to the increased treatment efficiency of the City's wastewater treatment plant allowing greater influent concentrations while treatment plant effluent discharges to the Spokane River continue to be reduced. Also recommended is the addition of five (5) Specific Prohibitions to section 13.20.2.1(B). Four of these prohibitions relate to Fat, Oil & Grease discharges primarily from restaurants and one that prohibits PCB and Dioxin discharges in excess of 0.003 mg/L to the sewer system as contained in the City's

NPDES permit. See the attached proposed ordinance changes and EPA approval letter for the changes dated November 30, 2016.

The full local limits evaluation is available for review in the Council mail box due to the length of the report. Staff will also make these proposed changes available for public review and comment for 30 days with a tentative date for Council review set for the March 7, 2017 Council meeting.

**FINANCIAL ANALYSIS:** The Wastewater Department will incur a slight increase in testing fees associated with PCB testing requirements on Industrial User discharges. There will be little if any financial impact to the Industrial Users due to less restrictive limits overall.

**DECISION POINT/RECOMMENDATION:** Wastewater staff recommends amending Code section 13.20.2.1(B) & 13.20.2.4 and for Council to set a March 7<sup>th</sup>, 2017 public hearing to adopt said changes.

Attachments:

- Proposed Ordinance Amendments
- EPA Approval Letter



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 10  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101-3140

RECEIVED

DEC 05 2016

WASTEWATER

OFFICE OF  
WATER AND WATERSHEDS

NOV 30 2016

Reply to  
Attn of: OWW-191

The Honorable Steve Widmyer  
Mayor of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

Re: City of Coeur d'Alene Pretreatment Program Modifications Public Notice Number: ID0022853

Dear Mayor Widmyer:

I am pleased to approve modifications to the City of Coeur d'Alene's sewer use ordinance (SUO) No. 3374 and local limits of the pretreatment program in accordance with the General Pretreatment Regulations (40 C.F.R. Part 403). The intention to approve this modification was announced to the public on October 21, 2016 and no comments were received. A copy of the public notice included in this approval is enclosed.

The U.S. Environmental Protection Agency's General Pretreatment Regulations describe the Control Authority's responsibilities based on the Clean Water Act requirement. The City of Coeur d'Alene's approved pretreatment program and subsequent modifications are consistent with the 40 C.F.R Part 403 regulations. We appreciate John Dearth's (Coeur d'Alene pretreatment coordinator) assistance in developing an approvable package for EPA's consideration.

Thank you for your cooperation. If you have any questions, please do not hesitate to contact my staff member, Michael Le at [le.michael@epa.gov](mailto:le.michael@epa.gov) or (206) 553-1099.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Lyle for".

Daniel D. Opalski  
Director  
Office of Water and Watersheds

Enclosure

cc: Bruce Olenick, IDEQ (Coeur d'Alene Region)  
John Dearth, City of Coeur d'Alene



# Amendments to Municipal Code

13.20.2.1 B and  
13.20.2.4



	CURRENT	PROPOSED
POLLUTANT	Daily Maximum Discharge Limit mg/L	Daily Maximum Discharge Limit mg/L
Ammonia		147
Arsenic		0.13
Cadmium	0.15	0.146
Chromium	2.55	5.48
Copper	0.89	1.96
Cyanide	0.39	
Lead	0.99	0.86
Mercury	0.03	0.043
Molybdenum		0.46
Nickel	1.13	2.0
Oil and Grease* or obstruction of the City sanitary line	150.0	
Phosphorus		258
Selenium	0.47	0.53
Silver	0.43	0.69
Zinc	1.10	1.25

\*petroleum, animal and vegetable based



### ADDED SPECIFIC PROHIBITIONS:

Discharge or Polychlorinated Biphenyls (PCBs) in excess of 0.003 mg/L or any concentration of PCBs or 2,3,7,8-TCDD (Dioxin) that causes Pass Through or Interference; or

Wastewater containing Fats, Oils or Grease (FOG) that causes or contributes to Pass Through, Interference or otherwise causes the City to clean the collection system more frequently; or

Wastewater which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees (32°) Fahrenheit (0° Celsius) and one hundred fifty degrees (150°) Fahrenheit (65.5° Celsius); or





Wastewater containing free or floating oil and grease, or any discharge containing animal fat or grease by-product in excess of one hundred and fifty milligrams per liter (150 mg/L). This limit will not apply if the industrial user has installed a properly operating and maintaining a Gravity Grease Interceptor and implementing all required BMPs; or

Wastewater generated as a result of wastes pumped from gravity grease interceptors, hydro mechanical grease interceptors or grease traps, san-oil separators or other storage tanks or treatment units back into the POTW, either directly or indirectly, without approval of the City.



ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 17-1002

AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 13.20.2.1(B) TO ADD ADDITIONAL SPECIFIC PROHIBITIONS TO THE CITY'S DISCHARGE STANDARDS; AMENDING MUNICIPAL CODE SECTION 13.20.2.4 TO ADOPT NEW LOCAL LIMITS PURSUANT TO THE CITY'S EPA NPDES PERMIT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 13.20.2.1(B) is amended to read as follows:*

B. Specific Prohibitions: No user may introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (140°F) (60°C) using the test methods specified in 40 CFR 261.21; or
2. Wastewater having a pH less than 6 or more than 12, or otherwise causing corrosive structural damage to the POTW or equipment; or
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids greater than one-half inch ( $\frac{1}{2}$ "); or
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW; or
5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104°F) (40°C) unless the approval authority, upon the request of the POTW, approves alternate temperature limits; or
6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through; or

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems; or
8. Trucked or hauled pollutants, except at discharge points designated by the city in accordance with section 13.20.2.12 of this chapter; or
9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair; or
10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life; or
11. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the superintendent in compliance with applicable state or federal regulations; or
12. Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, condensate greater than twenty (20) gallons per day, deionized water, noncontact cooling water greater than twenty (20) gallons per day, and unpolluted wastewater, unless specifically authorized by the superintendent; or
13. Sludges, screenings, or other residues from the pretreatment of industrial wastes; or
14. Medical wastes, except as specifically authorized by the superintendent; or
15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test; or
16. Detergents, surface active agents, or other substances which may cause excessive foaming in the POTW; or
17. Any liquid, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on an explosion meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter; or

18. Grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes; or

19. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits; or

20. Any wastewater, which in the opinion of the superintendent can cause harm either to the sewers, sewage treatment process, or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance, unless allowed under special agreement by the superintendent (except that no special waiver shall be given from categorical pretreatment standards); or

21. Wastewater containing substances not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such a degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharges to the receiving waters; or

22. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septage, or other wastewater unless said person has first obtained testing and approval as may be generally required by the city and paid all fees assessed for the privilege of said discharge; or

23. Persistent pesticides and/or pesticides regulated by the federal insecticide fungicide rodenticide act (FIFRA); or

24. Any hazardous wastes as defined in rules published by the state of Idaho or in 40 CFR part 261.

25. Discharge of Polychlorinated Biphenyls (PCBs) in excess of 0.003 mg/L or any concentration of PCBs or 2,3,7,8-TCDD that causes Pass Through or Interference; or

26. Wastewater containing Fats, Oils or Grease (FOG) that causes or contributes to Pass Through, Interference or otherwise causes the City to clean the collection system more frequently; or

27. Wastewater which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees (32°) Fahrenheit (0° Celsius) and one hundred fifty degrees (150°) Fahrenheit (65.5° Celsius); or

28. Wastewater containing free or floating oil and grease, or any discharge containing animal fat or grease by-product in excess of one hundred and fifty milligrams per liter (150 mg/L). This limit will not apply if the industrial user has installed is properly

operating and maintaining a Gravity Grease Interceptor and implementing all required BMPs; or

29. Wastewater generated as a result of wastes pumped from gravity grease interceptors, hydromechanical grease interceptors or grease traps, sand-oil separators or other storage tanks or treatment units back into the POTW, either directly or indirectly, without approval of the City.

Pollutants, substances, or wastewater prohibited by this section may not be processed or stored in a manner that they could be discharged to the POTW.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 13.20.2.4 is amended to read as follows:*

A. The superintendent is authorized to establish local limits by 40 CFR 403.5(e). No Significant Industrial User or other permitted Non-Significant Industrial User shall discharge wastewater that exceeds the following limits:

<u>Pollutant<sup>(a)</sup></u>	<u>Daily Maximum Discharge Limit<sup>(a)</sup></u> <u>mg/L</u>
<u>Arsenic</u>	<u>0.13</u>
<u>Cadmium</u>	<u>0.146</u>
<u>Chromium</u>	<u>5.48</u>
<u>Copper</u>	<u>1.96</u>
<u>Lead</u>	<u>0.86</u>
<u>Mercury</u>	<u>0.043</u>
<u>Molybdenum</u>	<u>0.46</u>
<u>Nickel</u>	<u>2.0</u>
<u>Selenium</u>	<u>0.53</u>
<u>Silver</u>	<u>0.69</u>

<u>Zinc</u>	<u>1.25</u>
<u>Ammonia</u>	<u>147</u>
<u>Phosphorus</u>	<u>258</u>

(a) All Pollutants as Total and in mg/L unless otherwise specified.

B. ~~The following pollutant limits are established to protect against pass-through and interference. No person may discharge wastewater containing in excess of the following daily maximum allowable discharge limits:~~

<del>0.10 mg/l</del>	<del>Arsenic</del>
<del>0.15 mg/l</del>	<del>Cadmium</del>
<del>2.55 mg/l</del>	<del>Chromium</del>
<del>0.89 mg/l</del>	<del>Copper</del>
<del>0.39 mg/l</del>	<del>Cyanide</del>
<del>0.99 mg/l</del>	<del>Lead</del>
<del>0.03 mg/l</del>	<del>Mercury</del>
<del>1.13 mg/l</del>	<del>Nickel</del>
<del>150.0 mg/l</del>	<del>Oil and grease (petroleum, animal and vegetable based) or obstruction of the city sanitary line</del>

<del>0.47 mg/l</del>	<del>Selenium</del>
<del>0.43 mg/l</del>	<del>Silver</del>
<del>1.10 mg/l</del>	<del>Zinc</del>
<del>6.0 su</del>	<del>pH minimum</del>
<del>12.0 su</del>	<del>pH maximum</del>

~~The above limits apply at the point the wastewater is discharged to the POTW (end of pipe) after pretreatment and/or prior to mixing with dilution flows. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The superintendent may impose mass limitations in addition to (or in place of) the concentration-based limitations above. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit of applicable pretreatment standard shall apply. The Superintendent may, at his sole discretion, implement local limits through allocation of the Maximum Allowable Industrial Load (MAIL) to Significant Industrial Users which correspond to the uniform concentration local limits shown in the table above. The MAIL that corresponds to the Daily Maximum Discharge Limits is hereby incorporated by reference.~~

~~C. Best management practices (BMPs) may be developed by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of section 13.20.2.1 of this chapter. The Superintendent may establish more stringent pollutant limits, additional site-specific pollutant limits, Best Management Practices, or additional Pretreatment Requirements when, in the judgment of the Superintendent, such limitations are necessary to implement the provisions of this Chapter.~~

~~D. The Superintendent may impose mass limitations in addition to, or in place of, the concentration-based limitations above.~~

~~E. The Superintendent may develop Best Management Practices (BMPs), by ordinance or in wastewater discharge permits, to implement Local Limits and the requirements of Title 13.~~

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 7, 2017.*

APPROVED, ADOPTED and SIGNED this 7<sup>th</sup> day of February, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Municipal Code Sections 13.20.2.1(B) and 13.20.2.4

AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 13.20.2.1(B) TO ADD ADDITIONAL SPECIFIC PROHIBITIONS TO THE CITY'S DISCHARGE STANDARDS; AMENDING MUNICIPAL CODE SECTION 13.20.2.4 TO ADOPT NEW LOCAL LIMITS PURSUANT TO THE CITY'S EPA NPDES PERMIT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

---

Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Municipal Code Sections 13.20.2.1(B) and 13.20.2.4, 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 7<sup>th</sup> day of February, 2017.

---

Randall R. Adams, Chief Deputy City Attorney

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 17, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Approval of the addendum to the original Cooperative Agreement between the City, ITD, and Kootenai Health to fund the design and construction of improvements to the Ironwood/US-95 intersection and the US-95/Emma intersection.

=====

**DECISION POINT:**

Staff is requesting approval of the addendum to the Cooperative Agreement with ITD and Kootenai Health for funding the design and construction of improvements to the US-95/Ironwood Drive intersection and the US-95/Emma Avenue intersection.

**HISTORY:**

Federal funds are being used to upgrade the US-95/Ironwood Drive and US-95/Emma Avenue intersections with safety and capacity improvements. \$1,650,000 of Federal funds were programmed for these improvements. Recent bid results exceeded the programmed amount. Rather than rejecting all bids, ITD is providing the opportunity to accept the low bid with an agreement that additional construction expenses beyond the programmed amount will be shared between Kootenai Health and the City.

**FINANCIAL ANALYSIS:**

ITD's estimate of the amount of the City's share of the overage is \$253,149, including contingency. Council would need to amend the budget for these additional funds. The funds would come from impact fees.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will provide for advancement of the US-95/Ironwood Drive and US-95/Emma Avenue intersection improvement projects, capitalizing on \$1,650,000 of Federal funds.

**DECISION POINT/RECOMMENDATION:**

Staff recommends that Council:

- Approve the addendum to the Cooperative Agreement with ITD and Kootenai Health and direct the Mayor to execute the agreement.
- Approve an additional \$253,149.00 from impact fees to cover project costs and contingencies.

RESOLUTION NO. 17-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING ADDENDUM NO. 1 TO THE COOPERATIVE AGREEMENT FOR THE US 95 IRONWOOD INTERSECTION, PROJECT NO. A019 (509), WITH THE IDAHO DEPARTMENT OF TRANSPORTATION AND KOOTENAI HEALTH DISTRICT D/B/A KOOTENAI HEALTH.

WHEREAS, pursuant to Resolution No. 15-058 adopted the 20<sup>th</sup> day of October, 2015, the City of Coeur d'Alene entered into a Cooperative Agreement with the Idaho Transportation Department and the Kootenai Health District, d/b/a Kootenai Health; and

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Addendum No. 1 to the Cooperative Agreement for the US 95/Ironwood Intersection project with the Idaho Transportation Department and Kootenai Health, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to amend 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 and approve Addendum No. 1 to the Cooperative Agreement No. for the US 95/Ironwood Intersection project with the Idaho Transportation Department and Kootenai Health, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 7<sup>th</sup> day of February, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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

**ADDENDUM NO. 1 TO  
COOPERATIVE AGREEMENT No. 6446  
PROJECT NO. A019(509)  
US95, IRONWOOD INTERSECTION, COEUR D'ALENE  
KOOTENAI COUNTY  
KEY NO. 19509**

**PARTIES**

THIS ADDENDUM is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the **CITY**, and the **KOOTENAI HEALTH DISTRICT, d.b.a. KOOTENAI HEALTH**, hereafter called **KH**.

**PURPOSE**

This Addendum will modify the Cooperative Agreement No. 6446 entered into on the 20<sup>th</sup> day of October, 2015, (hereinafter "Agreement") between the **STATE**, the **CITY**, and **KH** to expand the scope of work to be performed to include the Emma Avenue Intersection.

The parties agree to the following revisions:

Delete **Purpose**, first paragraph and replace with the following:

The State has scheduled a project to upgrade and improve the safety and mobility of the US95/Ironwood Drive and the US95/Emma Ave. intersections. The City and KH have requested the construction of the project be accelerated and agreed to participate in this venture. Federal funds will be used for construction of the intersections. Therefore, the projects must meet all State and Federal requirements. This agreement provides for development and construction responsibilities of each of the parties.

Delete **SECTION I. GENERAL**, second paragraph and replace with the following:

2. The State has scheduled One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) for the construction and inspection of this project in the approved Idaho Transportation Investment Program, and subsequent revisions. At the time of this Addendum the CITY has paid to the STATE the amount of Ninety-five Thousand Two Hundred Four Dollars (\$95,204). The total estimated

project cost is as follows

a.	Design Engineering -	\$364,500
b.	Right-of-Way Ironwood & Emma-	\$107,967
c.	Utilities -	\$0
d.	Signal Construction EOR -	\$9,000
	<b>Total Development Cost -</b>	<b>\$481,467</b>
e.	<b>CITY</b> 50% Split -	<b>(\$240,734)</b>
f.	<b>KH</b> 50% Split -	<b>(\$240,734)</b>
g.	Construction Ironwood (CN)-	\$1,235,899
h.	Construction Emma (CN)-	\$554,246
	<b>Ironwood/Emma Construction (CN) -</b>	<b>\$1,790,145</b>
i.	5% Contingency of Ironwood/Emma (CN)-	\$89,507
j.	10% CE&I of Ironwood/Emma (CE)-	\$179,014
k.	Non-Bid (CN)-	\$3,388
l.	Estimated Change Orders (CN)-	\$189,448
	<b>Total Construction Cost -</b>	<b>\$2,251,502</b>
m.	Prior <b>CITY</b> Payment -	<b>(\$95,204)</b>
n.	<b>STATE</b> Participation (CE & CN only)-	<b>(\$1,650,000)</b>
	<b>Remaining Construction Cost -</b>	<b>\$506,298</b>
o.	<b>CITY</b> 50% Split -	<b>(\$253,149)</b>
p.	<b>KH</b> 50% Split -	<b>(\$253,149)</b>

Delete **SECTION II.** That KH will, first paragraph and replace with the following:

Be responsible for 50% of the **Total Development Cost**, as well as, be responsible for 50% of **Remaining Construction Cost** (shown in **SECTION I. GENERAL** above).

Delete **SECTION III.** That the City will, second paragraph and replace with the following:

Be responsible for 50% of the **Total Development Cost**, as well as, be responsible for 50% of **Remaining Construction Cost** (shown in **SECTION I. GENERAL** above).

Delete **SECTION III.** That the State will, title and replace with the following:

**SECTION IV.** That the State will:

Add paragraph nine to **SECTION IV.** That the State will, with the following:

9. Receive approval from both KH and the City for any change orders over the cost of items i. and l. in **SECTION I. GENERAL** above.

All other terms and conditions previously agreed to and set forth in the original Agreement shall remain in full force and effect.



**EXECUTION**

This Addendum is executed for the **STATE** by its District One Engineer, executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur d’Alene, and executed for the Kootenai Health by its authorized representative.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST**

**CITY OF COEUR D’ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

**KOOTENAI HEALTH**

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

hm:8920 Coop Addendum 2.docx

**CITY COUNCIL  
STAFF REPORT**

**DATE:** February 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Approval of the FASTLANE Grant Match Agreement with ITD for safety and capacity improvements to US-95 and the Agreement for maintenance and operation of the proposed Wilbur Avenue signal.

---

**DECISION POINT:**

Staff is requesting approval of the Agreement with ITD for funding the design and construction of improvements to US-95 between I-90 and the City’s northern City Limits (Prairie Ave) and the Agreement with ITD for maintenance and operation of traffic signal and street lighting at Wilbur Avenue/US-95.

**HISTORY:**

ITD secured a Federal grant to upgrade US-95 intersections with safety and capacity improvements. Per the grant, the City of Coeur d Alene is obligated to provide a portion of the total project cost, \$672,300, as a match. The match amount can be comprised of cash or as the value of any donated right-of-way. The grant match would be paid over a three year period. As part of the project, a new portion of Wilbur Avenue will be constructed between US-95 and Government Way. A traffic signal will be installed at that location, removing the traffic signal from Canfield Avenue, to improve signal spacing.

**FINANCIAL ANALYSIS:**

The City’s match requirement for the FASTLANE grant is \$672,300. Council would need to amend the budget for these additional funds. The funds would come from impact fees.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will provide for advancement of the FASTLANE project, making desirable improvements to the US-95 corridor, capitalizing on over seven million dollars in State and Federal funds.

**DECISION POINT/RECOMMENDATION:**

Staff recommends that Council:

- Approve the FASTLANE Grant Match Agreement with ITD and direct the Mayor to execute the agreement.
- Approve the Cooperative agreement with ITD for maintenance and operation of the Wilbur traffic signal and associated street lighting and direct the Mayor to execute the agreement.
- Approve an additional \$672,300.00 from impact fees to cover the City’s FASTLANE grant match.

*ITD FASTLANE Grant*

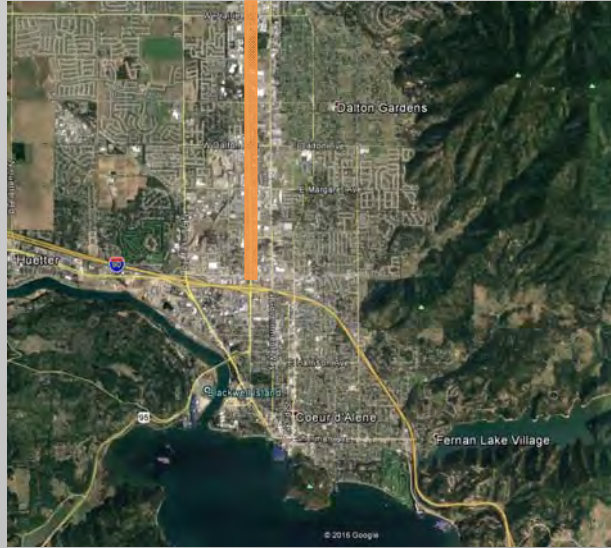


*February 7, 2017*

*ITD FASTLANE Grant*

Approval of the FASTLANE Grant Match Agreement with ITD for safety and capacity improvements to US-95 and the Agreement for maintenance and operation of the proposed Wilbur Avenue signal and street lights.

# ITD FASTLANE Grant



# ITD FASTLANE Grant



## *ITD FASTLANE Grant*

<b>BUDGET</b>		
Design	\$74,715	8.79%
Right of Way	\$1,200,000	7.08%
CE/CC	\$74,715	8.79%
Construction	\$6,403,900	75.34%
<b>TOTAL</b>	<b>\$8,500,000</b>	<b>100%</b>

## *ITD FASTLANE Grant*

### **Expected Time Schedule**

- Preliminary Design Complete      JULY 2017
- NEPA Complete      NOVEMBER 2017
- Final Design Complete      AUGUST 2018
- Right of Way      AUGUST 2018
- PS&E/Bid-Ready      SEPTEMBER 2018
- Obligate & Advertise      OCTOBER 2018
- Begin Construction      JANUARY 2019
- Construction Complete      OCTOBER 2019

## *ITD FASTLANE Grant*

### Why are we here tonight?

- Approve the FASTLANE Grant Match Agreement with ITD and direct the Mayor to execute the agreement.
- Approve the Cooperative agreement with ITD for maintenance and operation of the Wilbur traffic signal and associated street lighting and direct the Mayor to execute the agreement.
- Approve an additional \$672,300.00 from impact fees to cover the City's FASTLANE grant match.

RESOLUTION NO. 17-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A COOPERATIVE AGREEMENT (TRAFFIC SIGNAL) AND A COOPERATIVE AGREEMENT (FINANCIAL OBLIGATION) FOR THE US 95, N CORRIDOR ACCESS IMPROVEMENTS, PROJECT NO. A019 (883), WITH THE IDAHO TRANSPORTATION DEPARTMENT.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into the above mentioned Cooperative Agreements pursuant to terms and conditions set forth in each agreement, copies of which are attached hereto as Exhibits "A and B" 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 agreements;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the above mentioned Cooperative Agreements, in substantially the forms attached hereto as Exhibits "A and B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 7<sup>th</sup> day of February, 2017.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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



**COOPERATIVE AGREEMENT – FINANCIAL OBLIGATION  
PROJECT NO. A019(883)  
US95, N CORRIDOR ACCESS IMPROVEMENTS  
KOOTENAI COUNTY  
KEY NO. 19883**

**PARTIES**

This Agreement is made and entered into this 7<sup>th</sup> day of February, 2017, by and between the Idaho Transportation Department, hereafter called the State, and the City of Coeur d'Alene, hereafter called the City.

**PURPOSE**

The State has received a FASTLANE grant for the US95 North Corridor Improvement project located in Kootenai County between I90 and the US95 intersection with SH53. The work consists of access improvements on US95 as detailed in the FASTLANE project application attached hereto marked Exhibit A. The City has partnered with the State on this project, committing a share of the funds required for the work. This agreement will set out the terms for funding, development and construction of the project.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The Parties agree as follows:

**SECTION I.** That the State will:

1. Provide for the design and construction of the US95 North Corridor Access Improvement project.
2. Provide \$1,700,000 in Federal funds and \$850,000 in State funds for the project.
3. Coordinate with the City on all aspects of the project.

**SECTION II.** That the City will:

1. Cooperate with the State during design and construction of the project.
2. Coordinate the oversight for the engineering design of Wilbur Avenue. Engineering invoices and right-of-way costs shall be submitted to ITD for possible payment with grant funds. The City has agreed to provide its share of the funding for the project (\$672,300), as follows:

*Cooperative Agreement  
US95 N Corridor Access Improvements - CDA  
Key No. 19883  
Page 1*

- a) On or before June 30, 2017; either pay to the State or submit receipts for the project showing expenses paid or donated totaling the amount of \$330,039;
  - b) On or before June 30, 2018; either pay to the State or submit receipts for the project showing expenses paid or donated totaling the additional amount of \$118,161;
  - c) On or before June 30, 2019; either pay to the State or submit receipts for the project showing expenses paid or donated totaling the remaining amount of \$224,100.
3. Funds owed by the City can be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD> .

**SECTION III.** General:

1. State Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the project. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above, and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

**EXECUTION**

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the corporate seal of the City of Coeur d'Alene.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF COEUR D'ALENE**

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

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

By regular/special meeting  
on \_\_\_\_\_

hm:19883 Coop - Financial Ob - CDA.docx

## FASTLANE Cover Page

Project Name:	U.S 95 North Corridor Access Improvement Project
<i>Previously Incurred Project Cost</i>	\$6,734,522
<i>Future Eligible Project Cost</i>	\$8,500,000
Total Project Cost	\$9,730,000
NSFHP Request	\$5,100,000
Total Federal Funding (including NSFHP)	\$15,234,522
Are matching funds restricted to a specific project component? If so, which one?	No
Is the project or a portion of the project currently located on National Highway Freight Network?	In the Designation Process as essential Urban connector to NHFN
Is the project or a portion of the project located on the National Highway System	Yes/No (for each question)
<ul style="list-style-type: none"> <li>• Does the project add capacity to the Interstate system?</li> <li>• Is the project in a national scenic area?</li> </ul>	No  No
Do the project components include a railway-highway grade crossing or grade separation project?	No
Do the project components include an intermodal or freight rail project, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility?	No
If answered yes to either of the two component questions above, how much of requested NSFHP funds will be spent on each of these project components?	N/A
State(s) in which project is located	Idaho
Small or large project	Small
Also submitting an application to TIGER for this project?	No
Urbanized Area in which project is located, if applicable	Coeur d' Idaho
Population of Urbanized Area	100,110 (2010)
Is the project currently programmed in the: <ul style="list-style-type: none"> <li>• TIP</li> <li>• STIP</li> <li>• MPO Long Range Transportation Plan</li> <li>• State Long Range Transportation Plan</li> <li>• State Freight Plan</li> </ul>	Elements of Project Elements of Project Yes Not a project specific Plan Current being drafted



# Application to the FASTLANE Nationally Significant Freight and Highway Projects Grant Program

**U.S. 95 North Corridor Improvement Project**  
City of Coeur d'Alene, Kootenai County, Idaho



Interstate 90 (47.698844, -116.792100)  
To  
Idaho State Highway 53 (47.698887, -116.791739)  
**8.39 Miles**



**Submitted to:**  
FASTLANE Grant Program Manager  
[FASTLANEGrants@dot.gov](mailto:FASTLANEGrants@dot.gov)

**Submitted by:**  
Idaho Transportation Department  
3311 W. State Street  
Boise, ID 83707



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## Project Description

The Idaho Transportation Department (ITD) and the Kootenai Metropolitan Planning Organization (KMPO), the Metropolitan Planning Organization for Kootenai County, jointly prepared this application and are excited to submit a FASTLANE grant request for the **U.S. 95 North Corridor Improvement Project in Kootenai County, Idaho between Interstate 90 (47.698844, -116.792100) and U.S 95 intersection with Idaho State Highway 53 (47.698887, -116.791739)**

This project is multi-jurisdictional project approved by both the ITD Board and KMPO Board will address existing and long term access and operational challenges to an essential commerce corridor providing freight and goods access in Northern Idaho, from the Port of Lewiston (Inland Seaport), in Lewiston, ID north into portions of western British Columbia and Alberta, Canada. **The total estimated cost for this segment is \$8.5 million, of which \$5.1 million is requested in federal assistance through a FASTLANE grant.** When funded, this project, providing access to a nationally significant freight corridor, will achieve the following:

- **Improve safety, efficiency, and reliability of the movement of freight and people.** Improve the service levels by correcting traffic signal spacing, implementation of adaptive signal timing, close vehicle median crossings at non signalized locations to reduce the 162 crossing conflict points, and provide better connectivity to adjacent local roads and businesses in the corridor. With no improvements on U.S. 95, projected speeds during peak hours are forecast to drop 25% (30/40 mph) by 2035.
- **Generate national and regional economic benefits increasing global economic competitiveness of the US.** I-90 is the northern most National Freight Network Corridor through Idaho, providing east west access from Pacific Northwest Ports to destinations in the Midwest and East Coast. This U.S. 95 project begins at the intersection with I-90 on the south end and provides access to two International Border crossings at Porthill and Eastport (ranked 17<sup>th</sup> in the nation for loaded containers), which provides access to destinations in eastern British Columbia and Alberta Canada.
- **Reduce highway congestion and bottlenecks.** This project is specifically designed to provide operational improvements to eliminate bottlenecks and congestion caused by inefficient traffic signal spacing and access conflict points with adjacent local roads.
- **Enhance the resiliency of critical highway infrastructure and help protect the**

**environment** with reduced traffic delay and travel time savings and the resulting decreased emissions in PM 2.5 is expected to improve conditions for the 5310 people in areas that according to EPA Environmental Index in the range of **EJ Index: PM 2.5 Level in Air (66%)**.

- **Address the impact of population growth on the movement of people and freight.** The 2010 population in the Coeur d Alene Urbanized area is just over 100,000 people. That is expected to growing to 197,000 by 2035. While new arterial corridors located to the west side of the urbanized area are expected to be constructed by 2035. This 8.9 miles of U.S 95 is physically limited to only two lanes per direction and currently experiences nearly 34,500 vehicles on an average weekday; with an average daily speed of 40 mph. Those numbers are expected to reach 49,000 vehicles per day and average 30 mph by 2035 even with proposed improvements.
- **Mitigate the impacts of freight movements on communities** as congestion increases through trips are more likely to utilize parallel arterials located one mile to east and west of U.S. 95. Modeling indicates the proposed improvements will avoid this potential for trip diversion, by providing more efficient and reliable movement for freight and goods through the area. These improvements will then prevent the diversion of trips into and through nearby neighborhoods where between 14% and 18% of the population are in households with income levels lower than \$15,000 per year.

This request is essential to protect the long term movement of freight and goods seeking connection to I-90 and the National Freight Network, as well as the Port of Lewiston. Among the 7 major unfunded projects contained in the Metropolitan Transportation Plan, this is highest priority lower cost project. Within Kootenai County, ITD has invested over \$65 million on U.S. 95 in Kootenai County through Grant Anticipated Revenue Bonds (GARVEE). ITD will provide a match investment of \$850,000 for this project, with an addition \$810,000 in match by local jurisdictions.

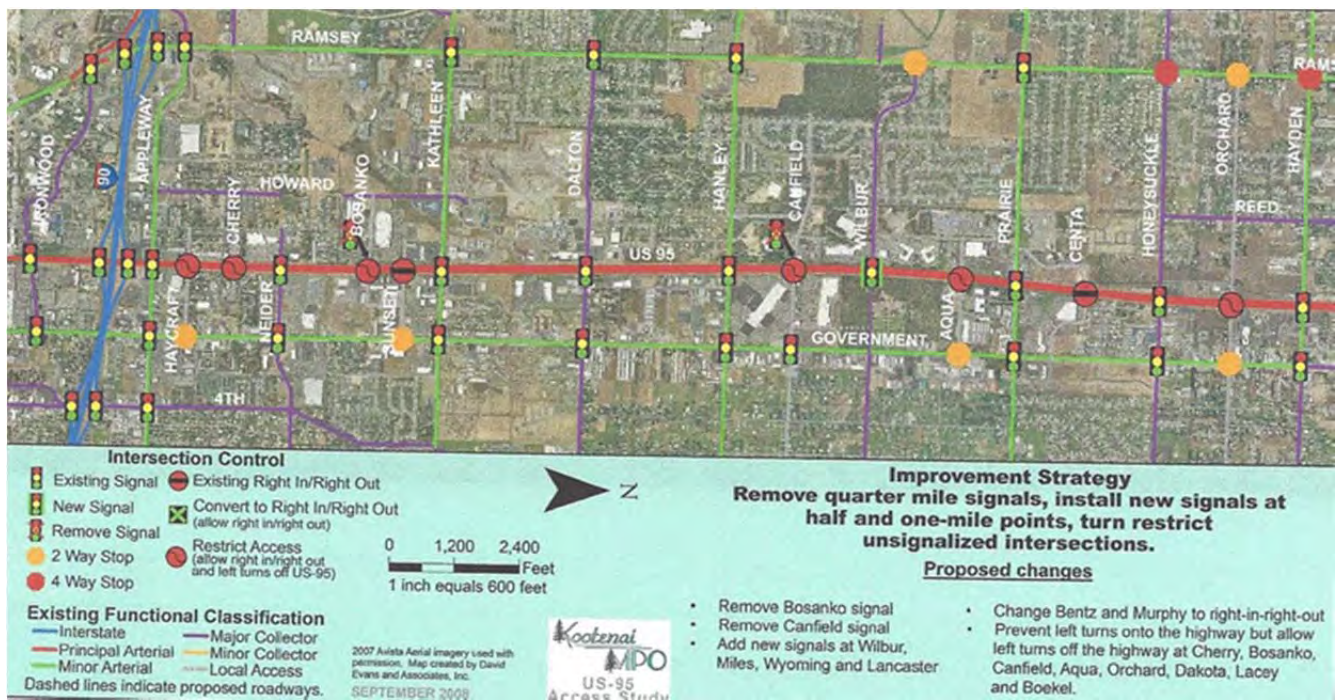
***The 5.1 million requested from FASTLANE is only 8% of the overall amount ITD and local jurisdictions have already invested in the U.S. 95 North Corridor in the last ten years. ITD had invested \$176,193,359 on U.S. 95 in Kootenai County of the past 10 years.***

**Components of the proposed FASTLANE improvements on U.S. 95 include:**

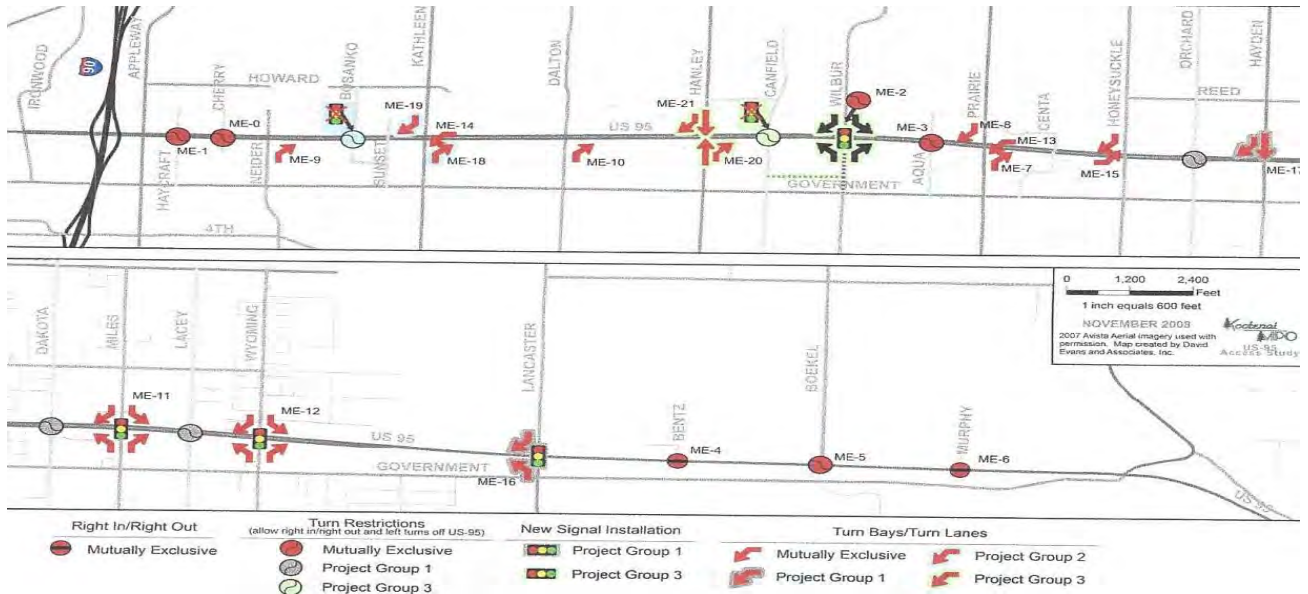
- Realign existing traffic signal spacing to a minimum of 1/2 mile in order to improve traffic signal coordination and the introduction of adaptive signal control.
  1. Remove 2 existing traffic signals on U.S. 95.
  2. Install 2 new traffic signal on U.S. 95 at Wilbur Road and Miles Avenue.
  3. Construct new cross street (Wilbur Road) to meet 1/2 mile spacing requirements and provide access to existing businesses east of U.S. 95 that use a signal identified for removal.
- Close crossing capability to U.S. 95 at 8 locations not meeting the 1/2 mile spacing requirement.



- Introduce various turning movement restrictions at 8 cross street closures to U.S. 95.
- Implement Adaptive Signal Timing at the 16 traffic signals in the corridor using recently acquired signals.
- Implement Idaho Transportation Department video surveillance and remote signal control in the corridor using previously installed fiber optic cable.
- Modify and improve turning movement radius at locations with high truck traffic levels.
- Modify and improve adjacent Pedestrian-Bike Path in the corridor to reduce vehicular conflicts.
- Modify and close gaps between U.S 95 and local roadways to meet ADA requirements that are required when upgrading the system.
- Associated work on the I-90/U.S. 95 Interchange.



**Figure 1. U.S. 95 North Access Improvement Strategy**

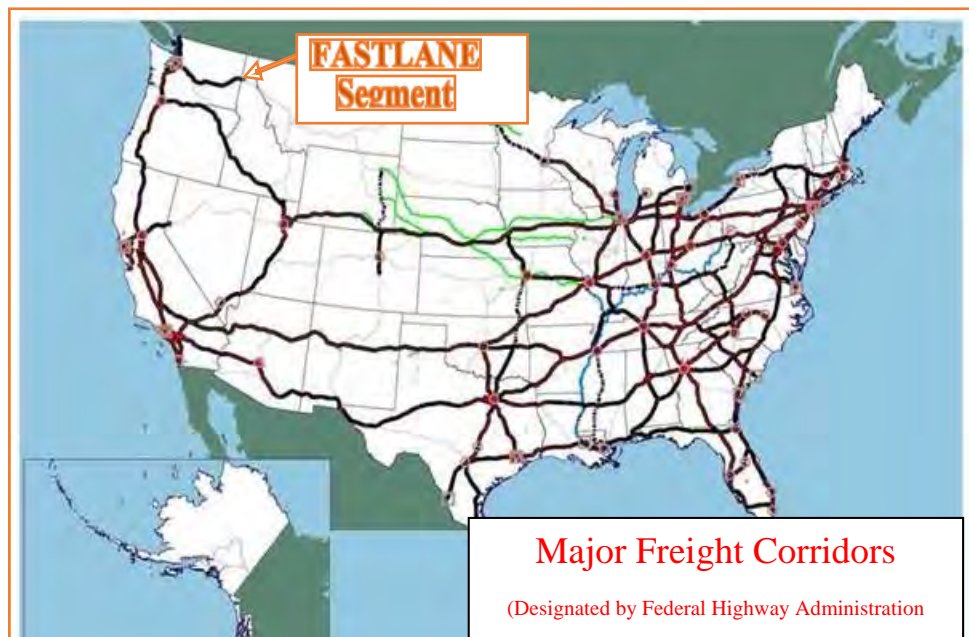


**Figure 2. U.S. 95 North Access Improvement Plan**

Project Location

The segment of U.S. 95 North for which funds are being requested is located in the City’s of Coeur d’ Alene and Hayden, Kootenai County, Idaho – within the Coeur d’ Alene, Idaho Urbanized Area. Coeur d’ Alene is just east of Spokane, WA (Spokane County), which is the major employment center and home to Fairchild Air Force Base, and Gonzaga University with its 17 consecutive season’s to the NCAA “Sweet 16”.

Spokane and Kootenai Counties together are referred to as the “Inland Northwest,” which is the most urbanized area of Eastern Washington and Northern Idaho with a combined population of 574,000 people. However, Like the Treasure Valley in Southwest Idaho, the Inland Northwest and is isolated from



*Figure 3. National context of U.S 95 Corridor Project.*

other metropolitan areas in the state.

The map in Figure 2 demonstrates the project location in relation to the Nation. U.S 95 is connected to both Major Freight Corridors in the State of Idaho. Improvements to the bottlenecks experienced on I-90 and I-84 throughout the Pacific Northwest will impact regional, national, and International freight movements. US-95 is the only north-south corridor connecting southern Idaho to Idaho’s northern-most County. US-95, in fact, provides a north-south corridor between Canada and Mexico, with a northern terminus at the Canadian border crossing at Eastport, extending south of Nampa, running through the southeastern corner of Oregon, Nevada, and Arizona, to its southern terminus in San Luis, Arizona, on the Mexican border

This project primarily consists of operational improvements to an existing state highway within an urbanized area. Improvements on U.S. 95 will not require additional right of way. Construction of Wilbur Road between U.S. 95 and Government Way (1/4 mile), will require an environmental assessment, as it is a new roadway on new alignment. The preliminary engineering for Wilbur Road has been completed as part of the previous project and there are no known environmental issues at this time, and right of way will be required.

**Growing Population**

Population in Kootenai County surpassed 100,000 population in 2000 and population by is expected to exceed 275,000 by 2030. Kootenai County’s population alone has more than doubled since the 1990 Census. Almost 32% of the county’s population resides in the City of Coeur d’ Alene. The 2010 Census reported Coeur d’ Alene’s population at 44,270—nearly 10,000 more people than in 2000.

	1990 Population	2000 Population	2010 Population	2015 Population
<b>Kootenai County</b>	70,443	109,541	138,892	150,346
<b>Coeur d Alene</b>	24,689	34,942	44,270	47,500
<b>Idaho</b>	1,012,000	1,299,000	1,571,000	1,654,930

*Figure 4. Population counts over 25 years (1990-2015) Bureau of the Census*

Expected users of the project are commuters, freight truck drivers, travelers, students, delivery and service workers, and others who pass through this segment of U.S 95 as they travel for their portion of the 12.8 million trips at this location each year. U.S. 95 is the main north-south commuting and freight corridor in Kootenai County, with over 60% of workers living in Kootenai County traveling to employment centers located in the City of Coeur d’ Alene and Post Falls, Idaho.

Congestion



U.S. 95 North –North Bound at Bosanko 7:45 a.m.



U.S. 95 North - South Bound Approaching Hanley 7:48 am

Figure 5. Traffic Congestion on U.S. 95 North in Coeur d’ Alene ID

**WITHOUT IMPROVEMENTS, BY 2035** – Congestion is predicted to worsen dramatically on U.S. 95, negatively affecting local, inter-state and intra-freight movements, and the regional economy. The change in volumes from today to 2035 is expected to be over 31%, climbing to over 46,000 vehicles per day. The average daily speeds will further decrease to 24 mph; however, during the peak hours, speeds will hovering around 12 miles per hour. **This FASTLANE funding is critical.**

**WITH IMPROVEMENTS, BY 2035-** Most of the change from today’s condition is a primarily a factor of population growth. The change in volumes from today to 2035 will still increase; however planned improvements in other parts of the Urbanized area are expected to provide some relief to the U.S. 95 corridor; thereby lessening the rate of increase. Projects such as the Huetter Corridor, will re-route intrastate and interstate north bound traffic toward Canada as an effective alternative to the corridor going through the City of Coeur d’ Alene. While the facility will still experiences an increase in volume, the improvements allow U.S. 95 to function as intended, and less traffic will divert onto the local system as we see less congested periods occur. The average speeds throughout the day will be around 25 mph; however, during the peak hours speeds will drop around 15 mph.

Existing Infrastructure Condition:

The condition of the U.S. 95 in this corridor is currently classified as Good on the Pavement Condition Rating. With the project, the pavement condition in this segment is expected to remain good.

Mobility and Economic Activity

U.S. 95 is the main commerce corridor connecting communities in North Idaho to the I-90, which is part of the National Freight Network. The current travel time is just under 18 minutes in off peak conditions,

*U.S 95 is the only North-South Commerce Corridor that traverses the full length of Idaho connecting to both I-90 and Interstate 84*

and 27 minutes during the congested PM peak hour. Without improvements, the forecasted travel time between the same points is expected to increase to over 41 minutes by 2035. With this project's improvements to the corridor, travel times are expected to increase 8 minutes from current conditions.

Keeping U.S. 95 in a state of good repair ensures reliable and safe access for manufacturers, agricultural producers, and hundreds of industries needing to reach national and international markets. Residents and elected officials in Kootenai County have a history of supporting ITD in their efforts to upgrade and maintain U.S. 95 because of its importance to the region and to the City of Coeur d' Alene and City of Hayden.

### Project Parties

This project is a local, regional, and state priority. The region has a strong planning framework linking transportation and land use through the long range transportation plan, developed by the Kootenai Metropolitan Planning Organization (KMPO). KMPO serves as the Metropolitan Planning Organization for all of Kootenai County. KMPO membership includes most of the cities and the four highway districts within its boundaries.

Improvements to the U.S. 95 corridor support the regional vision through improved freight and commuting access, and by opening up land for development in already urbanized areas to the north surrounding the Coeur d' Alene airport, just west of U.S. 95.

Developed through an extensive collaborative process approved by ITD, KMPO, City of Coeur d' Alene and the City of Hayden— **the corridor included in this FASTLANE project is ranked the highest for lower cost TSM operational improvements that can extend the operational life of U.S. 95 beyond 25 years.**

The *Coeur d' Alene Transportation Plan*, incorporates existing conditions and operational improvement recommendations for U.S. 95, which includes additional traffic signals and the construction of Wilbur Road between U.S. 95 and Government Way.

The *Hayden Transportation Plan* incorporates existing and operational improvement recommendations to U.S. 95, such as the new signal at Miles Avenue, and worked with ITD in the recent construction of the Wyoming and Lancaster Road traffic signals on U.S.95, which were also contained in the Corridor Improvement Plan.

*U.S 95 Corridor Improvement Project is the highest priority among the lower cost TSM related unfunded projects in the KMPO long- range transportation plan for Kootenai County.*

Idaho's Long Range Transportation Plan (LRTP), *Idaho on the Move*, adopted in 2010, is a high level planning document establishing long-range goals and objectives for Idaho's transportation system. Specific projects are not identified or programmed as part of this Plan, however goals are identified including seeking partnerships and cooperative initiatives to improve freight mobility and provide intermodal access to jobs and centers of commerce. All of these planning activities, including the vision for and

selection of this project as the highest priority, were the result of rigorous public input at every step of the process. ITD will be responsible for the completion of the project design, right-of-way acquisition, selection of the contractor(s), and oversight of the construction of this project. ITD has extensive experience with both federal grants and highway construction projects.

### Grant Funds, Sources and Uses of Project Funds

The future eligible cost for this segment of the larger \$ 12 million U.S. 95 Corridor project is \$8.5 million, of which \$5.1 million in FASTLANE funds is requested. ITD will provide 30% match (\$2.55 million), with an additional \$.85 million match from the City of Coeur d’ Alene and City of Hayden.

SOURCE	AMOUNT	PERCENT
FASTLANE Funds	\$5,100,000	60%
Idaho Transportation Department-Federal	\$1,700,000	20.00%
Idaho Transportation Department-State Gas Tax	\$850,000	10.00%
City of Coeur d’ Alene	\$672,300	8.00%
City of Hayden	\$177,700	2.0%
<b>TOTAL REMAINING PROJECT COSTS</b>		

*Figure 6. Summary of U.S. 95 Corridor funding sources*

The \$2,550,000 ITD plans to provide for this project includes \$1,700,000 of federal funds and \$850,000 of state funds. These funds are not targeted as match for any other federal funding. Below is a summary of the current budget for the future eligible project costs for this Corridor (Figure 7). Please note that all funding sources will share proportionately in the cost for each – no restrictions apply.

BUDGET		
Design	\$74,715	8.79%
Right of Way	\$1,200,000	7.08%
CE/CC	\$74,715	8.79%
Construction	\$6,403,900	75.34%
<b>TOTAL</b>	<b>\$8,500,000</b>	<b>100%</b>

*Figure 7. Summarized budget for U.S 95 Corridor Project*

### Cost-Effectiveness

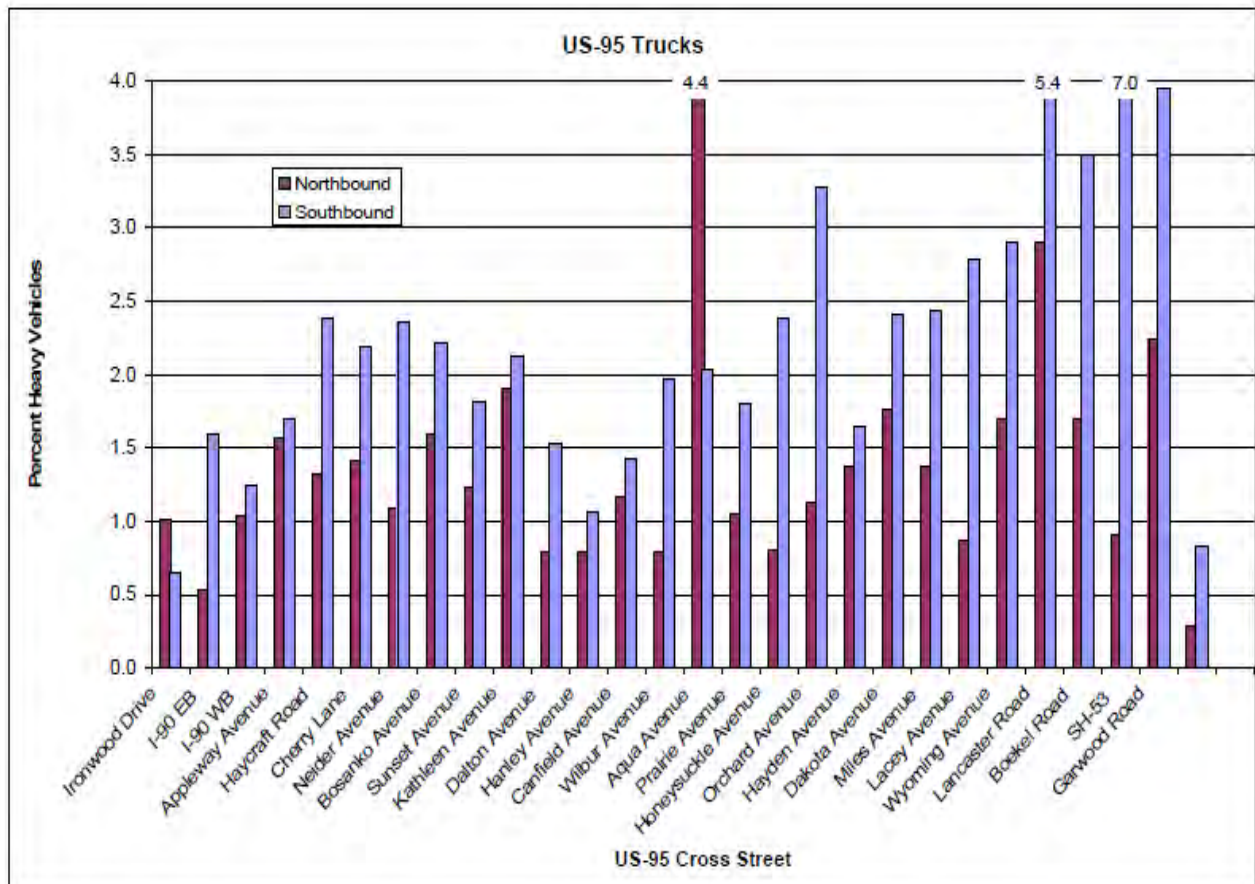
There are 962 businesses are located within one mile on each side of this project, employing over 12,649 current employees. That number is projected to rise to over 29,000 employees by 2035. Current businesses range from small sole-proprietors to those that employ over 300 workers and small industrial, commercial, and retail facilities that are using U.S. 95 for primary access and as a delivery/freight route. Improvements to U.S. 95 and the cross street access at ½ mile spacing, will provide a more reliable and a better business environment in this area due to its dependence on access to the corridor.

These are the final improvements projected for the corridor due to both its physical and operational limitations within an incorporated area. Future expansion of economic growth is expected to take advantage of future planned transportation corridors 4 miles west of U.S. 95. This is expected to redistribute economic growth to land surrounding the Coeur d' Alene Airport and provide a more direct access to Interstate 90 using the Huetter Corridor.

**Freight**

The highway network in Idaho consists primarily of two regions of activity -- the high desert belt-shaped region in the south, from Nampa to Idaho Falls and beyond, and the panhandle region in the north. The primary interstate in the north is I-90 which begins at the Port of Seattle on Puget Sound, then traverses east through the two major cities in northern Idaho, and then eastward toward Chicago.

As one of two Major Freight Corridors through Idaho, the efficient movement of freight, particularly along I-90, is key to not only Idaho's economy, but the region and the nations as well:



*Figure 8. Heavy Truck's on U.S 95 North of I-90.*

- Coeur d' Alene Urbanized area is considered a "Four Corners" freight location, where commerce from all directions make changes in direction e.g. I-90 to/from Canada on U.S. 95, or I-90 to/from Port of Lewiston and southerly to Nampa, ID and I-84). According the Inland Pacific Hub study (2010), the area has several elements showing transition to an inland port location.
- U.S 95 provides the only link to in Idaho to two U.S. Border crossings into Canada moving 167,237 loaded containers in 2014, destined for west coast ports and distributions centers across on west coast and in the Midwest.
- 511,000 freight truck trips occur on U.S. 95 north of I-90 every year.
- 71,408 (14%) of freight truck trips on U.S. 95 crossed between the U.S and Canada.
- By 2035 the number of Truck trips are expected to exceed 1 million per year.
- 5,000 of the 60,000 miles of roadways in Idaho (8.3%) are maintained by the state (ITD), including the stretch of U.S. 95 crossing north and south through Idaho.
- This 8.3% of total roadway miles carries 54% of the state's total vehicle miles traveled.
- According to the *Idaho Statewide Freight Study* (2013), 64% of all freight moves by truck in Idaho.

Source: Inland Pacific Hub Study. BTS Border Data, <http://transborder.bts.gov/> 2014

### Safety

Improving the safety of the state's transportation system is ITD's top priority. ITD's mission is: Your safety, Your Mobility, Your Economic Opportunity. This project fulfills all three of those aspects. In an effort to fund the most cost effective safety projects, ITD implemented an innovative data-driven program for safety analysis on roadways throughout the state and began using a new method to identify highest priority locations for safety improvements. The Highway Safety Corridor Analysis (HSCA) Project, prioritizes safety improvement spending on projects where fatalities and injuries will be greatly reduced, helps determine which segments had worse than average, average, and better than average health. This section of U.S 95 between I-90 and SH-53 has been identified as **average** through the HSCA process and is a moderate-priority segment for safety enhancement. This is primarily due to the number of crossing conflicts with mainline traffic moving north and south in the corridor. In 2015, two fatality accidents, not yet in the available data, occurred in the corridor, resulting in the death of two adults and two children. Both resulted in extended lane closures and several hours of delay. As reported in the Coeur d' Alene Press:

*Coeur d Alene man was traveling westbound on Honeysuckle in a 1997 Honda Accord when a male driver hit him broadside on the driver's side door, killing the driver, then spun out and struck a 2014 Kia Sportage. All vehicles came to a stop in the intersection blocking both the north and southbound lanes of U.S. 95. – June 1, 2015*



*Hayden man was driving his 1997 Dodge Caravan southbound on when he encountered a male driver traveling northbound in the southbound lane. They collided south of Athol at milepost 448. The male driver was taken to Kootenai Health. The Hayden man and his two children died at the scene. – September 12, 2015*

In reviewing crash data over the past five years, **there are crashes on an average of once a day.** Due primarily to intersections and their 163 crossing conflict points. Most every crash results in delays and various degrees of re-routing. 192 (41%) of the total 465 “crash events” in this corridor in 2014 (2015 data is not yet available) were injury reported accidents, while 269 involved only property damage. Most all were intersection related. Collisions result in hours of cumulative delay and affect livability, vehicle emissions, and efficient movement of people and goods. This has a disproportionate effect on freight as there are limited parallel roads for re- routing heavy vehicles.

<b>Total Crashes on US 95</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>	<b>5 year Avg</b>
<b>A Injury Accident</b>	15	15	12	6	2	50	10
<b>B Injury Accident</b>	38	64	54	41	73	270	54
<b>C Injury Accident</b>	104	75	122	88	117	506	101
<b>Property Damage Report</b>	157	146	210	181	269	963	193
<b>Non-reportable</b>	0	0	0	0	4	4	1
<b>Total</b>	<b>314</b>	<b>300</b>	<b>398</b>	<b>316</b>	<b>465</b>	<b>1793</b>	<b>359</b>

*Figure 9. Summarized Traffic Crash data for U.S. 95 North I-90 to SH-53, 2010-2014*

These factors, as well as the large geographical size of Idaho and the thousands of miles of roads to maintain, local and state funding can’t possibly keep up with the infrastructure required to accommodate the large population increases being experienced around the State. The congestion that results from increased traffic multiplies the likelihood of crashes, further deteriorating the safety rating of this portion U.S 95 without making access and operational improvements.

Based on 2014 and historical crash data, and the nature of the proposed FASTLANE improvements, merge-related accidents will be significantly reduced.

**State of Good Repair**

This FASTLANE grant will leverage funds that mirror the investments undertaken through GARVEE funding by ITD. Improving this corridor will increase safety, reliability and mobility for all users of US 95, and will streamline access to Interstate 90 for trucks. ITD anticipates fuel taxes and revenue from registration fees will continue to be the primary source of funding for maintenance activities. The project is appropriately capitalized, and ITD has instituted a data driven approach to ensuring seal coats, crack sealing and rehabilitation on commercial corridors are appropriately programmed.

Additional traffic signals are expected to result in additional maintenance costs; however, median crossing closures and traffic signals under adaptive signal control are expected to more than offset additional costs by an expected reduction in vehicle accidents.

## Quality of Life

While not a BCA factor, it is generally understood that when cars and trucks are moving in a predictable and reliable manner, drivers are generally happy. When drivers are happy they are less likely to take chances and make unsafe maneuvers. It is also generally understood that employers like to locate on sites that have good access to the regional transportation system, to facilitate the movement of freight and goods, as well as the opportunity to attract employees and public transportation. This access improvement balances the need for access with the need for mobility in the region, which was recognized through the support of the Coeur d' Alene Chamber of Commerce and the business community.

## Multimodal Considerations

Multimodal transportation has been considered in this project. ITD has an existing pathway on U.S. 95 that passes through the cities of Coeur d' Alene and Hayden that support both walking and biking. Rehabilitation of this pathway to meet current ADA standards as well as updated crossing controls and configurations to address the proximity of the path to the highway and the local roadway system will be undertaken.

The transportation planning for the corridor was conducted in coordination with local land use economic development plans of the cities. The proposed transportation improvements will support continued development, rehabilitation, and redevelopment in an area experiencing the turnover of land to higher uses, which in turn will be encouraging walking/biking, and save energy.

## Benefit-Cost Information

**Figure 10** (next page) illustrates outcomes from the Benefit-Cost Analysis. The BCA includes operational improvements on 8.39 miles of U.S. 95, 12 traffic signals, 1 mile of new connecting road to address the ½ mile spacing, adaptive signal timing, and elimination of non-signalized median crossings. Given the relatively low cost (.905 million per mile) this project is able to accomplish all the goals of the access management plan through a 20 year horizon.

*The overall Benefit Cost Ratio (BCA) for this project is .97 (3% discount rate) or .62 (7% discount rate).* The benefit-cost analysis was completed by the ITD Economics Branch using TREDIS. The net benefits estimated below are the result of adding only the U.S 95 corridor improvements in this request and not the result of other completed or future improvements of the U.S. 95 corridor.

<b>Benefit</b>	<b>3% discount rate</b>	<b>7% discount rate</b>
	<b>(\$M)</b>	<b>(\$M)</b>
Vehicle Operating Costs	5.9	2.5
Business Time and Reliability Costs	38.8	21.5
Value of Personal Time and Reliability*	43.8	24.2
Safety**	13.1	8.7
Logistics/Freight Costs	10.7	5.9
Productivity from Access/Connectivity	0.0	0.0
Environmental Factors	0.8	0.4
<i>TOTAL BENEFIT</i>	<i>113.1</i>	<i>63.2</i>
<b>Costs</b>	<b>3% discount rate</b>	<b>7% discount rate</b>
	<b>(\$M)</b>	<b>(\$M)</b>
Capital Investment Costs	8.13	7.68
Operation and Maintenance Costs	-0.44	-0.19
<i>TOTAL COST</i>	<i>7.69</i>	<i>7.49</i>
	<b>3% discount rate</b>	<b>7% discount rate</b>
	<b>(\$M)</b>	<b>(\$M)</b>
<b>Benefit/Cost Ratio</b>	<b>14.71</b>	<b>8.44</b>

*Figure 10. Summary table of the Benefit Cost Analysis results*

### Project Readiness

Upon receipt of a FASTLANE Grant, some elements of this project (U.S. 95 signal relocations and installations) could be accelerated and advertised for construction in 2017 and 2018; the remaining project elements (Wilbur Road segment) can be advertised for bid as early as December 2017 with construction possible to begin in March 2018 and be completed by July 2019. Figure 20 shows a summarized project schedule for the proposed improvements. A more detailed schedule is provided in Appendix B. While an environmental evaluation and right of way acquisition will be required, ITD has had previous experience completing those processes quickly for other recent U.S. 95 improvements. Most of the ROW is already in ITD ownership; however, there may be the need for small/sliver takes at some intersections; no businesses/residences will be displaced, and the property for Wilbur Road is undeveloped. Construction is expected to begin on schedule with no anticipated delays.

### Technical Feasibility

This project is both practical and technically feasible due to the straightforward nature of installing operational enhancements, employing state of practice design, materials, and construction techniques. With a nearly all of the project located within existing State right of way, and a clear scope of the proposed project, the presented schedule is easily attainable. There are no anticipated special or unique features that would risk completing design or present any unusual challenges during construction. The level of detail provided in the Project Schedule attached describes every step to be included in the Statement of Work.

Project Schedule

SCHEDULE	
Notice to Proceed	October 2016
Environmental Evaluation	May 2017
Design Approval	May 2017
Right of Way	August 2017
PS&E/Bid-Ready	December 2017
Obligate & Advertise	December 2017
Notice to Proceed - Construction	February 2018
Construction Complete	July 2019

*Figure 11. Anticipated schedule upon receipt of a FASTLANE grant*

Required Approvals

**Environmental Permits and Reviews:** All environmental permits and reviews are listed in detail in the FASTLANE schedule attached. ITD has reviewed the project and believes given the scope of work, the environmental assessment will find the proposed action will probably not create significant environmental impacts, either individually or cumulatively. An evaluation will be initiated immediately upon receiving notice of selection of a FASTLANE Grant, and is expected to be completed within seven months.

Right of way will be required to construct Wilbur Road east of U.S. 95. The property is undeveloped and would not alter, but rather enhance future land use designations in a way that is consistent with regional planning, as well as comprehensive plans and zoning already in place with the City of Coeur d' Alene.

**State and Local Planning:** Letters of commitment verifying these improvements will be added to the TIP (from KMPO) and the STIP (from ITD) following award of FASTLANE funds are attached. Improvements to this corridor are supported by the Freight Advisory Committee for the state, and will be included in the State Freight Plan which is currently being drafted.

ITD partnered with KMPO and its member agencies, which include cities, counties, and road districts, to address the needs on U.S. 95. Improvements to this corridor support local land use plans and economic development goals. It also aligns with the KMPO Regional Pedestrian Bikeway System Plan, City of Coeur d' Alene's Bicycle and Pedestrian Master Plan, and supported by the Centennial Trail Foundation.

Assessment of Project Risks and Mitigation Strategies

The following potential risks and mitigation techniques for this project have been analyzed to allow the project to stay on schedule and produce the highest quality delivery.

**Floodplains:** There are no floodplains in the project area

**Utility Agreements:** Upon receipt of a FASTLANE grant, coordination with utility companies will begin immediately. Utilities that are within the U.S 95 right-of-way or along properties that would be acquired for the project be ordered to move if they are there by permit or the relocation costs will be a project expense if the utility has property rights. The ability to avoid utilities or identify potential impacts to utilities will be evaluated during preliminary design, and the dedicated utility coordinator will manage the coordination and relocations.

**Right of Way Acquisition:** Right-of-Way (ROW) is needed from up 7 parcels, mostly very small sliver acquisitions. One acquisition will be approximately five acres of undeveloped land. Mitigation would include using advanced ROW acquisition, as only one alignment is being considered and no environmental impacts are anticipated that would prevent using an advanced acquisition strategy. ITD also utilizes an incentive program to encourage early settlement on right of way offers, which would also be used on this project. Because ROW acquisition is traditionally risky, ITD begins acquisition as early as possible to prevent any delay to the critical path. To help mitigate that risk, advanced acquisition strategies will be applied, as only the existing alignment is being improved and no adverse environmental impacts are expected.

**Environmental Assessment:** Five months is anticipated for the environmental evaluation, however no substantial issues are expected. The environmental evaluation process will be included in the overall scope of work to complete this project. While the environmental evaluation is on the critical path, diligent project management and close coordination with resource agencies and FHWA will allow the project to advance as expected. A similar model was implemented by ITD in the GARVEE Program, with great success.

**Appendix A. Detailed Project Element Costs - FASTLANE**

**Appendix B. Letters ( TIP/STIP, Support)**

**Appendix C. Benefit-Cost Analysis**

## PROJECT COST ESTIMATES

IMPROVEMENT GROUPING		LOCATION	IMPROVEMENT DESCRIPTION	ESTIMATED SUB-PART COST	ESTIMATED TOTAL COST	ACCESS	MOBILITY	SAFETY	AMS Rating
ME	ME-0	US-95 at Cherry Lane	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-1	US-95 at Haycraft	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-2	US-95 at Wilbur	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-3	US-95 at Aqua	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-4	US-95 at Bentz	Restrict to Right-in/Right-out <sup>1</sup>	\$10,000	\$10,000	○	●	●	●
	ME-5	US-95 at Boekel	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-6	US-95 at Murphy	Restrict to Right-in/Right-out <sup>2</sup>	\$10,000	\$10,000	○	●	●	●
	ME-7	US-95 at Prairie	Add EB Right Turn Lane	\$470,000	\$708,000	●	●	○	●
	ME-8	US-95 at Prairie	Add WB Right Turn Lane	\$238,000		●	●	○	●
	ME-9	US-95 at Neider	Add WB Right Turn Lane	\$263,000	\$263,000	●	●	○	●
	ME-10	US-95 at Dalton	Add WB Right Turn Lane	\$100,000	\$100,000	●	●	○	●
		US-95 at Miles	Install Traffic Signal (Z-Structure)	\$325,000	\$815,000	●	●	○	●
	ME-11	US-95 at Miles	Add two lanes to EB approach for exclusive left and right turn lanes.	\$225,000		●	●	○	●
		US-95 at Miles	Add two lanes to WB approach for exclusive left and right turn lanes.	\$265,000		●	●	○	●
	ME-12	US-95 at Wyoming	Install Traffic Signal (Z-structure)	\$325,000	\$805,000	●	●	○	●
US-95 at Wyoming		Add two lanes to EB approach for exclusive left and right turn lanes.	\$215,000	●		●	○	●	
US-95 at Wyoming		Add two lanes to WB approach for exclusive left and right turn lanes.	\$265,000	●		●	○	●	
ME-13	US-95 at Prairie	Add 2nd SB Left Turn Lane	\$55,000	\$55,000	●	●	○	●	
ME-14	US-95 at Kathleen	Add 2nd SB Left Turn Lane	\$55,000	\$55,000	●	●	○	●	
ME-15	US-95 at Honeysuckle	EB Right Turn Lane Addition Add 2nd NB Left Turn Lane	\$500,000	\$500,000	●	●	○	●	
PG-1		US-95 at Orchard	Install Turn Restrictions	\$40,000	\$1,332,000	○	●	●	●
		US-95 at Dakota	Install Turn Restrictions	\$40,000		○	●	●	●
		US-95 at Lacey	Install Turn Restrictions	\$40,000		○	●	●	●
	ME-16	US-95 at Lancaster	Add EB Right Turn Lane Lengthen Existing Left Turn Lane	\$185,000		●	●	○	●
		US-95 at Lancaster	Add WB Left Turn Lane Lengthen Existing Right Turn Lane	\$185,000		●	●	○	●
	ME-17	US-95 at Hayden	Install Traffic Signal (Z-structure) Add EB Right Turn Lane and 2nd Thru Lane.	\$325,000 \$517,000		●	●	○	●
PG-2		US-95 at Bosanko	Remove Existing Signal. Install Turn Restrictions	\$100,000	\$766,000	○	●	●	●
	ME-18	US-95 at Kathleen	Add WB Right Turn Lane	\$283,000		●	●	○	●
	ME-19	US-95 at Kathleen	Add EB Right Turn Lane	\$383,000		●	●	○	●
PG-3 <sup>3</sup>		US-95 at Canfield	Remove Existing Signal. Install Turn Restrictions	\$100,000	\$1,115,000	○	●	●	●
		US-95 at Wilbur	Widen EB Approach to create left, thru & right turn lanes. Add signal. Extend Wilbur to Gov't Way and connect extended Wilbur south to Canfield.	\$518,000		●	●	○	●
	ME-20	US-95 at Hanley	Convert Existing WB right turn to thru lane Widen for Relocated Right Turn Lane	\$245,000		●	●	○	●
	ME-21	US-95 at Hanley	Add EB Right Turn Lane and 2nd Thru lane	\$252,000		●	●	○	●
PG-4	Corridor	Signal Re-timing	\$35,000	\$35,000	○	●	○	●	
<b>Total Improvements</b>					<b>\$6,769,000</b>				

ME: Mutually Exclusive, PG: Project Group  
 Note: Cost estimates include provisions for R/W acquisition, engineering and contingencies

Source: U.S. 95 North Access Study, [http://www.kmpo.net/US  
%2095%20Access%20Study%20Update.html](http://www.kmpo.net/US%2095%20Access%20Study%20Update.html)

EXHIBIT A





City of Coeur d'Alene  
City of Post Falls  
City of Hayden  
City of Rathdrum  
Coeur d'Alene Tribe  
East Side Highway District  
Idaho Transportation Department  
Kootenai County, Idaho  
Lakes Highway District  
Post Falls Highway District  
Worley Highway District

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Cooperatively Developing a Transportation System for all of Kootenai County, Idaho

Mr. Damon Allen, P.E.  
District 1 Administrator  
Idaho Department of Transportation  
600 W Prairie Ave.  
Coeur d'Alene, ID 83815

**Subject:** U.S. 95 North Corridor Improvement Project – FASTLANE Grant Application

Dear Mr. Allen,

The Kootenai Metropolitan Planning Organization appreciates the close collaboration in the development and submission of the FASTLANE grant to implement the recommendations of the U.S. 95 North Corridor Improvement Study that was approved by the ITD Board and the Kootenai Metropolitan Planning Organization.

Given the close coordination, the projects inclusion in the adopted Metropolitan Transportation Plan, and with project elements completed, as well as some already contained in the 2016 Regional Transportation Improvement Program (TIP); KMPO will agree to expedite the approval the FASTLANE grant in the event it is awarded to the Idaho Transportation Department.

This series of projects are essential to the long term viability of the U.S 95 corridor providing access and mobility for freight, commerce, economic develop and the citizens of this region. KMPO supports the application and look forward to its award by the USDOT, Federal Highway Administration.

Should you have questions, please feel free to contact this office at (208) 930-4164

Regards,

Glenn F. Miles  
Executive Director  
Kootenai Metropolitan Planning Organization  
250 Northwest Blvd., Suite 209  
Coeur d'Alene, ID 83814

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**KOOTENAI METROPOLITAN PLANNING ORGANIZATION**  
250 Northwest Blvd, Suite 209 Coeur d'Alene, ID 83814  
1-208-930-4164 website: [www.kmpo.net](http://www.kmpo.net)

EXHIBIT A

EXHIBIT A

**COOPERATIVE AGREEMENT  
(Traffic Signal)  
PROJECT NO. A019(883)  
US95, N. CORRIDOR ACCESS IMPROVEMENTS  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY  
KEY NO. 19883**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, hereafter called the City.

**PURPOSE**

The State has received a FASTLANE grant for the US95 North Corridor Improvement project located in Kootenai County between I90 and the US95 intersection with SH53. The work consists of access improvements on US95 as detailed in the FASTLANE project application attached hereto marked Exhibit A. As part of this grant, a traffic signal will be installed at Wilbur Avenue. The purpose of this Agreement is to set out the responsibilities of the parties in the development, construction and maintenance of the work.

The City, by authority of Title 40, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I.** That the State will:

1. Coordinate all surveying, engineering, and design activities related to this project.
2. Advertise for construction of the project, open bids, prepare a contract estimate of the cost based on the successful low bid, and notify the City.

3. Award a contract for construction of the project based on the successful low bid if it is not over ten (10) percent above the estimate for cost of construction.
4. Provide to the City a copy of the Contract Proposal form, Notice to contractors and approved construction plans.
5. Install the traffic signal at the intersection of US95 and Wilbur Avenue (including concrete pedestrian ramps and sidewalk with curb and gutter).
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
7. In cooperation with the City, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
8. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the State's highways.
9. Through issuance of an Encroachment Permit, allow the City to retain, maintain, connect to and improve all existing locally-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way.
10. Assume ownership of the traffic signal to be installed on the project along with ownership of the controller and cabinet for the traffic signal to be installed and assume all necessary maintenance responsibilities and costs thereof, except as provided in Sections II and III, that will be required to keep the traffic signal, as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

11. Train representatives designated by the City on emergency procedures related to signal shutdown or partial operation due to power failure, accidents, or equipment malfunction.
12. Upon completion of construction and annually thereafter, perform a complete check of the traffic signal equipment and operation; replace all signal lamps on a scheduled basis; and respond promptly to notification from the City that a traffic signal related emergency exists. Response will normally be by the next working day.

**SECTION II.** That the City will:

1. Hereby approve the plans.
2. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the City will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the City's share of the costs will be increased or the nature of the completed work is significantly changed.
3. Cooperate with the State in the selection and designation of suitable detour routing during project construction.
4. Through appropriate ordinance and police power, cooperate with and assist the State in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
5. Upon request to energize, assume all energy costs required to operate the traffic signal and routinely monitor its operation, and perform emergency measures as necessary in accordance with Exhibit "B", including the prompt notification to the State of any equipment malfunction or required maintenance.
6. Maintain, erect or install within the project limits only those traffic control devices, including signs, that are in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

7. Upon completion of the project, assume all operation of street lighting, and the costs thereof, required to maintain the equipment in continuous service during the hours of darkness, and not remove, alter or abandon the lighting equipment without the prior concurrence of the State. The street lighting system shall be defined as consisting of all elements from the breaker out to the street light, including wiring, conduit, junction boxes, fuses, the fixture, the poles, etc. In the event that the "Average Maintained Foot-Candles" of the lighting system drops below seventy (70) percent of the original installed values, the City shall cause the light intensity to be restored to approximately the original values.
8. Comply with all pertinent sections of the State's Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
9. Apply for an Encroachment Permit from the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.
10. Obtain concurrence from the State before vacating or closing any right-of-way connecting to the state highways within the project limits.
11. Obtain concurrence from the State before accepting any new street or alley right-of-way connecting to the state highways within the project limits.

### **SECTION III.**

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds

as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

2. Should any of the traffic signal or street light systems be damaged or destroyed through the wrongful or negligent act of any third party, the City will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement in accordance with the split established in Exhibit "B" if:

(a) Collection cannot be accomplished after reasonable attempt, or

(b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The City and State agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the State is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the City the funds it advanced.

3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the City and the State.



**EXECUTION**

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur d'Alene.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF COEUR D'ALENE**

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

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

By regular/special meeting  
on \_\_\_\_\_

**hm:19883 Coop Signal CDA.docx**

## EXHIBIT "A"

See Exhibit "A" to Fastlane Grant Cooperative Agreement  
[it is the same exhibit]

**EXHIBIT "B"**  
**COOPERATIVE AGREEMENT**  
**WITH**  
**THE CITY OF COEUR D'ALENE**  
**EMERGENCY TRAFFIC SIGNAL PROCEDURES**

- I. For the loss of all signal indications:
  - A. Check for possible loss of power.
  - B. If there is no power outage in the area, switch signal to the flashing mode by manipulating switch inside police panel.
  - C. If signal will not flash, install stop signs on cross streets.
  - D. Notify the State.
  
- II. For the partially operating signal:
  - A. With one or more signal lamps not working, notify the State to replace signal lamps.
  - B. That has other malfunctions, switch to flashing mode by manipulating switch inside police panel.
  - C. Notify the State.
  
- III. For damage from an accident:
  - A. With minor damage to controller cabinet, but no apparent damage to wiring, switch to flashing mode by manipulating switch inside police panel.
  - B. With damage to wiring, disconnect power and install stop signs on cross streets.
  - C. Notify the State.
  - D. Obtain accident information and forward a report to the State within ten days of the accident.
  
- IV. When emergency maintenance is required, notify the Idaho Transportation Department, District One Traffic Signal Electrician Foreman, telephone 208-772-1299 or the District One Traffic Engineer in Coeur d'Alene, telephone number 208-772-1218.

OTHER BUSINESS

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 17-1003

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY CHANGING THE ZONING OF PROPERTY DESCRIBED AS A +/- .28 ACRE PARCEL LOCATED AT 3202 & 3206 N. 4TH STREET AND MORE COMMONLY KNOWN AS "LUNDIN'S VIOLINS" FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted;

NOW, THEREFORE,

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

**SECTION 1.** That the property described as a +/- .28 acre parcel located at 3202 & 3206 N. 4th Street and more commonly known as "Lundin's Violins," which property is fully described in Exhibit "1," attached hereto and incorporated herein by reference, is hereby changed and rezoned from R-12 (Residential at 12 Units/Acre) to NC (Neighborhood Commercial).

**SECTION 2.** That the following conditions precedent to rezoning are placed upon the rezone of the property: None

**SECTION 3.** That the Zoning Ordinance of the City of Coeur d'Alene is hereby amended as set forth in Section 1 hereof.

**SECTION 4.** That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 7, 2017.*

APPROVED this 7th day of February, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
**Zone Change – ZC-3-16**

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY CHANGING THE ZONING OF PROPERTY DESCRIBED AS A +/- .28 ACRE PARCEL LOCATED AT 3202 & 3206 N. 4TH STREET AND MORE COMMONLY KNOWN AS "LUNDIN'S VIOLINS" FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, an Ordinance Amending the Zoning Ordinance of the City of Coeur D'Alene, Kootenai County, Idaho, by changing the Zoning of Property described as a +/- .28 Acre Parcel Located At 3202 & 3206 N. 4th Street and more commonly known as "Lundin's Violins" from R-12 (Residential at 12 Units/Acre) to NC (Neighborhood Commercial), 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 7<sup>th</sup> day of February, 2017.

---

Randall R. Adams, Chief Civil Deputy City Attorney



**EXHIBIT A**

**THAT PART OF GOVERNMENT LOT 10, SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND THAT PART OF LOT 9, BLOCK A, SLEEPY HOLLOW, ACCORDING TO THE PLAT RECORDED IN BOOK "D" OF PLATS, PAGE 133, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 9 OF SECTION 1;**

**THENCE SOUTH 0°32' EAST, 525 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE NORTH 89°55' EAST, 119.02 FEET ALONG THE SOUTH LINE OF ICHABOD LANE, ACCORDING TO THE RECORDED PLAT, TO A POINT ON SAID SOUTH LINE, NORTH 89°55' EAST, 9 FEET FROM THE NORTHWEST CORNER OF SAID LOT 9;**

**THENCE SOUTH 0°32' EAST, 135 FEET;**

**THENCE SOUTH 89°55' WEST, 119.02 FEET;**

**THENCE NORTH 0°32' WEST, 135 FEET TO THE TRUE POINT OF BEGINNING.**

**EXCEPT THE RIGHT OF WAY OF 4TH STREET BEING THE WEST 30 FEET OF SAID PROPERTY.**

**ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF COEUR D'ALENE BY DEED RECORDED APRIL 23, 2001 UNDER RECORDED NO. 1675353.**

# Seltice Way Revitalization City Council Final Design Presentation

February 7, 2017

## Purpose

- Present Final Design to City Council
- Seek approval of overall design
- Prepare for Bid Advertisement

## Project Partners

- ignite cda
- City of Coeur d'Alene
- Post Falls Highway District
- Hayden Area Regional Sewer Board



## Scope of Work

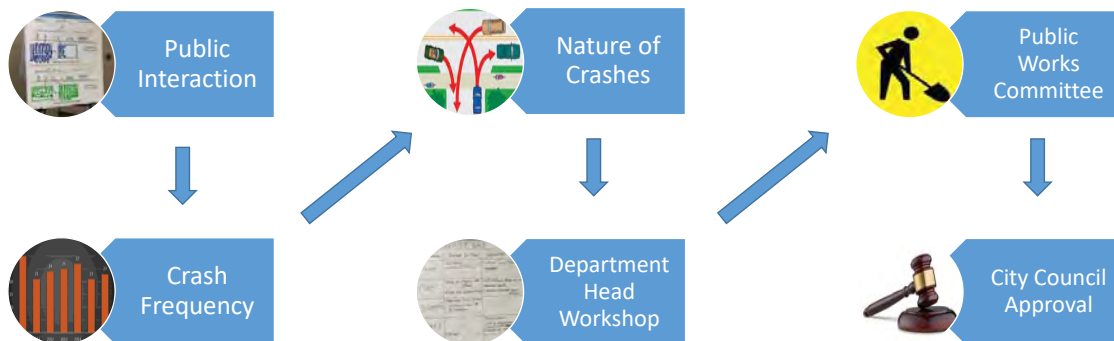


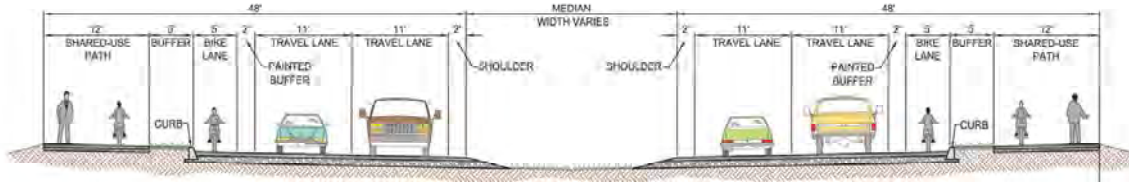
# Public Interaction

- Public Meeting #1 (50+)
- Public Meeting #2 (100+)
- Centennial Trail Foundation
- Adjacent property owners
- Local bicycle advocates
- Bike CDA
- Local bike shops
- Idaho Society of Professional Engineers
- Post Falls Highway District
- Community Mobility Institute group
- Kootenai County Transit
- Ignite CDA
- Potential developers
- Press
- CDA Sunrise Rotary



# Ped/Bike Decision Process



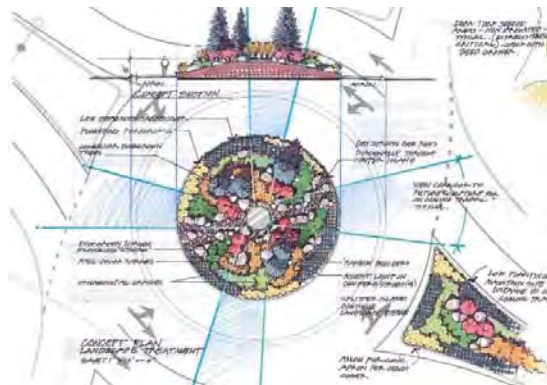
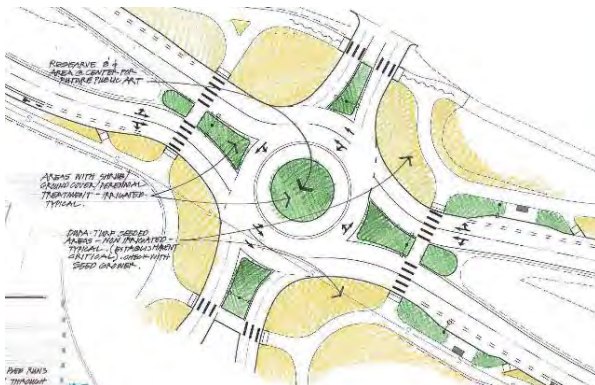


Final Typical Section





# Roundabout Landscaping



## Transit Stops

- Stop Locations
  - 1 at Huetter Road
  - 2 at Grand Mill
  - 2 at Atlas Road
- Covered Shelters



## Construction Phasing

- Planning for multi-year construction
- Develop phasing plan (210 working days)
- Maintain 1-lane each direction
- Winter shutdown – two lanes each direction
- Finish up Summer 2018



## Current Project Estimate

- Costs are still being figured, but will be ready for the City Council meeting.

## Next Steps

- |                         |                           |
|-------------------------|---------------------------|
| • City Council Approval | February 7 <sup>th</sup>  |
| • Advertise for bid     | February 21 <sup>st</sup> |
| • Pre-bid Meeting       | March 3 <sup>rd</sup>     |
| • Bid Opening           | March 14 <sup>th</sup>    |
| • Bid Award             | March 21 <sup>st</sup>    |



## STAFF REPORT

**DATE:** February 7, 2017

**FROM:** Renata McLeod, Municipal Services Director

**SUBJECT:** Approval of a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall Remodel.

---

**DECISION POINT:** Approval of a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall Remodel.

**HISTORY:** At the January 17, 2017 Council meeting Council approved staff to negotiate the CM/GC Agreement with Ginno Construction. Council expressed a desire to go over the project schedule and funding. At this time the construction portion of the project needs to be bid out, therefore final project costs are unknown. However, Ginno was agreeable to a maximum project cost clause within the proposed Agreement. Once the bids are received and a formal timeline of events is created, staff will hold a workshop with Council to go over the final plans, schedules, and staffing roles. I will continue to serve as the Owners Representative. Ginno has confirmed that the construction could occur within a 180 day window and in the mean time staff will meet with the Architect and Ginno to complete value engineering, then Ginno will prepare the bid packet and receive bids, with construction beginning in approximately 10 weeks. I have attached a tentative timeline for your reference.

**FINANCIAL ANALYSIS:** At its July 19, 2016 meeting, the Council approved project Option 3 that included \$1.95 Million in enhancements (including Design/Architectural fees), with the stairway between the Library and City Hall as an add alternate to the bid. Additionally, at the meeting Council agreed to fund the project through the sale of city properties valued at \$609,000 (Harrison Avenue/Fruitland Avenue properties), then utilize \$650,000 from fund balance and \$650,000 funded through a lease totaling \$1,909,000 in project funding. Architect/Design fees will cost \$148,250.00, leaving \$1.6 Million for construction, and \$151,750 in contingency and owner required expenditures such as permit fees and special inspections).

**RECOMMENDATION:** Approval of a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall Remodel.

**TENTATIVE TIMELINE  
for City Hall Remodel/ADA Project**

Feb 7	Ginno Agreement before Council	
Feb 8-21	Value Engineering Staff/Arch/Contractor	
Feb 23	Bids Solicitation Begins	
March 16	Bids Due	
April 3-7	Council Workshop	
April 10	Start Construction	
Oct 1	Complete Construction	

02/07/17

RESOLUTION NO. 17-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES AGREEMENT WITH GINNO CONSTRUCTION FOR THE CITY HALL ADA ENHANCEMENT/REMODEL PROJECT.

WHEREAS, the Municipal Services Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall ADA Enhancement/Remodel project pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall ADA Enhancement/Remodel project 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 7<sup>th</sup> day of February, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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



**AIA**<sup>®</sup>

# Document A133™ – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the seventh day of February in the year Two Thousand Seventeen

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status and address)*

City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

and the Construction Manager:

*(Name, legal status and address)*

Ginno Construction of Idaho, Inc.  
3893 Schreiber Way  
Coeur d'Alene, ID 83815

for the following Project:

*(Name and address or location)*

Coeur d'Alene City Hall Addition and Remodel  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

The Architect:

*(Name, legal status and address)*

Longwell + Trapp Architects  
8382 N Wayne Drive, Ste 204  
Hayden, ID 83835

The Owner's Designated Representative:

*(Name, address and other information)*

Renata McLeod, City Clerk  
City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

The Construction Manager's Designated Representative:

*(Name, address and other information)*

Rich Wells, Project Manager  
Darrell Turner, Superintendent  
Ginno Construction of Idaho, Inc.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(826635605)

3893 Schreiber Way  
Coeur d'Alene, ID 83815

The Architect's Designated Representative:  
*(Name, address and other information)*

Cory Trapp, Architect  
Longwell + Trapp Architects  
8382 N Wayne Drive, Suite 204  
Hayden, ID 83835

The Owner and Construction Manager agree as follows.

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- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

### § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

### § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 2.1.8 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

#### **§ 2.1.9 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

#### **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

**§ 2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 2.3 Construction Phase

#### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

#### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Included in Construction Phase Services

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

zero % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Seven Percent (7%)

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Seven Percent (7%)

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors @ ten percent (10%)/ Sub-subcontractors @ five percent (5%)

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed seventy-five percent (75%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

One Million Six Hundred Thousand Dollars (\$1,600,000.00)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General

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Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

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**§ 6.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

**§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 6.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ 6.4.2** Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 6.5.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 6.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ 6.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 6.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

**§ 6.5.5** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 6.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 6.6 Miscellaneous Costs**

**§ 6.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 6.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

**§ 6.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

**§ 6.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

**§ 6.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of

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the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

#### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

#### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

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**§ 6.9 Discounts, Rebates and Refunds**

**§ 6.9.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 6.9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 6.10 Related Party Transactions**

**§ 6.10.1** For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

**§ 6.10.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

**§ 6.11 Accounting Records**

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

**§ 7.1 Progress Payments**

**§ 7.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

**§ 7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Ending on the twenty-fifth (25<sup>th</sup>) day of the same month

**§ 7.1.3** Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 20th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made

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exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 7.2 Final Payment**

**§ 7.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 7.2.2** The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 7.2.3** If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 7.2.4** If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

**ARTICLE 8 INSURANCE AND BONDS**

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

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## ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is

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not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

#### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

**§ 10.2.1** If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

**§ 10.2.2** If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

#### **§ 10.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**§ 11.1** Terms in this Agreement shall have the same meaning as those in A201-2007.

#### **§ 11.2 Ownership and Use of Documents**

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 11.3 Governing Law**

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 11.4 Assignment**

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 11.5 Other provisions:

**ARTICLE 12 SCOPE OF THE AGREEMENT**

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

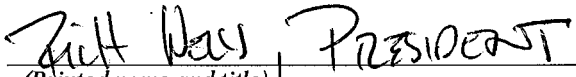
- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201<sup>TM</sup>-2007, Digital Data Protocol Exhibit, if completed, or the following:  
N/A
- .4 AIA Document E202<sup>TM</sup>-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:  
N/A
- .5 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
(Printed name and title)

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## MEMORANDUM

DATE: JANUARY 27, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: DISCUSSION REGARDING CONSENT CALENDAR ITEMS.

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**HISTORY:** At the November 15, 2016 Council Meeting discussion began regarding the process/procedure of placing items on the Consent Calendar. Staff is providing the attached outline of how and when items are currently placed on consent calendar based on previous agendas. This item is being brought forward to aid Council in their discussion of the process and procedure regarding the Consent Calendar portion of the Council Agenda. If Council would like the process/procedures to change in the future and/or the wording on the Council Agenda to change, please provide staff with your recommendation. As noted previously, Idaho Code does not regulate consent calendar, rather it is an option for the City Council to aid in the flow of meetings.

The Legal Department has clarified that there is no requirement that an item on the Consent Agenda has to be removed by motion. However, if the Council wishes to make this process more formal by means of a policy, there is nothing in State law to prohibit it.

Council may wish to consider the following:

- Continue status quo
- Clarify that one Councilmember may pull an item off of Consent Calendar for more discussion or clarify that a motion should be made (AIC recommends the option of one member being able to pull an item)
- Make recommendations for changes to current process and procedures (including wording changes to the agenda; procedure for sub-committees, etc.)
- Make a recommendation for staff to prepare a formal policy

## CONSENT CALENDAR DISCUSSION

*NOTE: Any Council person may make a motion to pull an item off the Consent Calendar for separate discussion.*

Subcommittees are meant to aid in the filtering and vetting of items prior to the full council approval. A subcommittee can send an item back to staff for additional research, recommend approval to the full Council via Consent Calendar or general Agenda, or recommend denial to the full Council. Items that require an Ordinance cannot be placed on Consent.

Language from the Council Agenda that may need to be revised: *F. 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.*

Consent Calendar items are items that require Council approval, but meet city code (state code) and verified by staff prior to placement on the calendar, these are deemed routine.

Examples: *(Automatic indicates items placed on agenda by staff without going through sub-committee)*

- Minutes (automatic)
- Beer/Wine Licenses (automatic)
- Plats (automatic)
- Subdivisions Agreements, acceptance of improvements (automatic)
- Maintenance Warranty Agreements (automatic)
- Setting of public hearings (automatic)
- Setting of sub-committee meetings (automatic)
- Sidewalk encroachment permits
- Cemetery lot transfers/purchases (automatic)
- Destruction of public records
- Change orders
- Lease/contract renewals
- Agreements/contracts approved in the budget; amendments to agreements/contracts
- Declaration of surplus property
- Acceptance of grant agreements
- Approval of payment of bills
- Approval of amendments to city policies, and classification and compensation plans
- Award of bids

Items that should/could go on to the full Agenda:

- Ordinances
- Controversial items
- When a sub-committee does not have a unanimous vote on approval recommendation
- Staff may request an item go direct to full Council due to timeliness
- An item that would be good for more promotion to the Community