

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.

June 6, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor J.O. Owens, Heart of the City 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.

F. PRESENTATIONS:

1. Overview/update of the Coeur d'Alene Lake Management Plan

Presented by: Laura Laumatia, Lake Management Plan Coordinator

2. Update on the Boys and Girls Club

Presented by: Ryan Davis, Executive Director

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

1. Approval of Council Minutes for the May 16, 2017 and May 25, 2017 Council Meetings.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department

3. Approval of the General Services and Public Works Committee Meeting Minutes from the meetings held on May 22, 2017.
4. Setting of General Services and Public Works Committees meetings for June 12, 2017 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery Lot Repurchase of Lot N 102, Block V, Section Riverview from James E. Dubacher
6. Approval of a Transfer of Cemetery Lots 01, and 02, Block 71, Section G from Samuel or Christina Johnson to Nancy Johnson
7. Approval of a Repurchase of Cemetery Lot 24, Block, 15 Section A CRE from Rosalind T. Cori
8. Approval of a Transfer of Cemetery Lot 159, Block H, Section RIV from Linda Soderlund, formerly known as Linda Gable, to Connie M. or Anson M. Gable
9. Approval of a Beer and Wine License transfer from Rivelles to Martino Tuscan Grill, 2360 Old Mill Loop Road; Angelo Brunson
10. Approval of an Outdoor seating permit for Rustic CDA, LLC., located at 309 E. Sherman Avenue, Warren Heit
11. **Resolution No. 17-039**
 - a. SS-6-17 - University City Commercial Tracts: approval of Final Plat, Subdivision Improvement Agreement & Security Approval
As Recommended by the City Engineer
 - b. Approval of an Agreement with Kootenai Humane Society for Shelter Services.
As Recommended by the General Services Committee
 - c. Approval of the bid from Ark Commercial Roofing, Inc. for repairs to the Wastewater Tertiary Membrane Filtration Building.
 - d. Declaration of used equipment and vehicles from the Street and Engineering department as surplus.
 - e. Award of Bid and approval of a Contract with Poe Asphalt Paving, Inc. for the 2017 chip seal project.
 - f. Approval of an agreement with River's Edge Apartments, LLC for construction and reimbursement for Seltice Way water and sewer lines, and driveway approaches.
As Recommended by the Public Works Committee

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

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**

K. OTHER BUSINESS

1. **Resolution No. 17-040** - Lease of City-owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

Staff Report by Sam Taylor, Deputy City Administrator

2. **Resolution No. 17-041** – Cooperative Agreement with Parkwood Business Properties and Kootenai Health District d/b/a Kootenai Health

Staff Report by Chris Bosley, City Engineer

3. 2017 Planning Department Work Plan

Presentation by Hilary Anderson, Community Planning Director

4. Appeal Hearing of Urban Forestry Committee Denial of a tree removal request at 2015 Hogan Street by Tony Stewart

Staff Report by Katie Kosanke, Urban Forestry Coordinator

5. **Resolution No. 17-042** – Amendment to Grant of Easement for Marina Drive with Marina Yacht Club, LLC and Mark E. Hall and Anne C. Hall

Staff Report by Mike Gridley, City Attorney

6. **Council Bill No. 17-1023** – Amendment to Municipal Code 5.75.050 to move the regulation of commercial activity on waterways from subsection A to subsection C

Staff Report by Bill Greenwood, Parks & Recreation Director

M. EXECUTIVE SESSION: Idaho Code 74-206A (a) - Considering a labor contract offer or to formulate a counteroffer; and (b) Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

N. ADJOURNMENT:

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

June 6, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

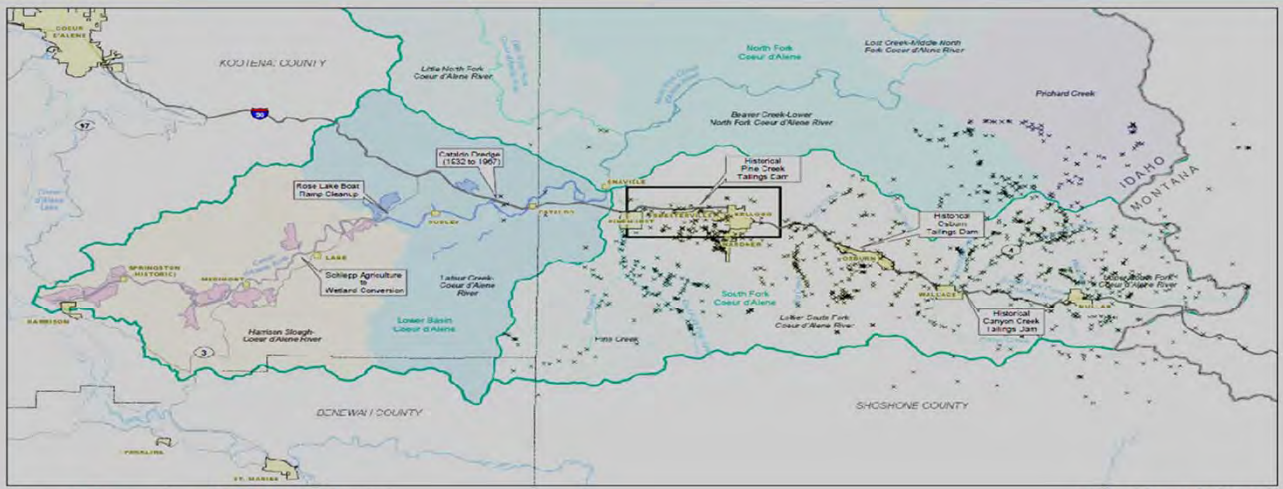
Coeur d'Alene Lake Management Plan



*We lived off the lake. Our hearts,
souls and minds were there.*
-Felix Aripa





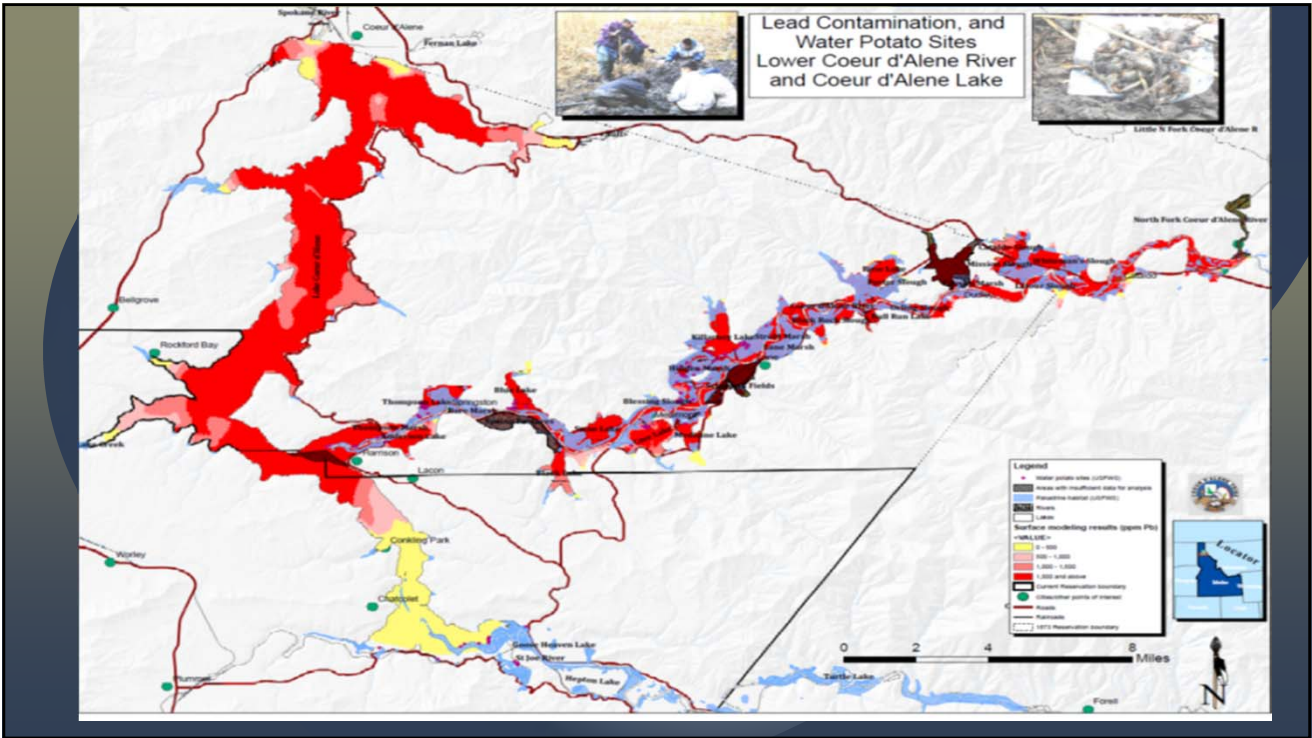


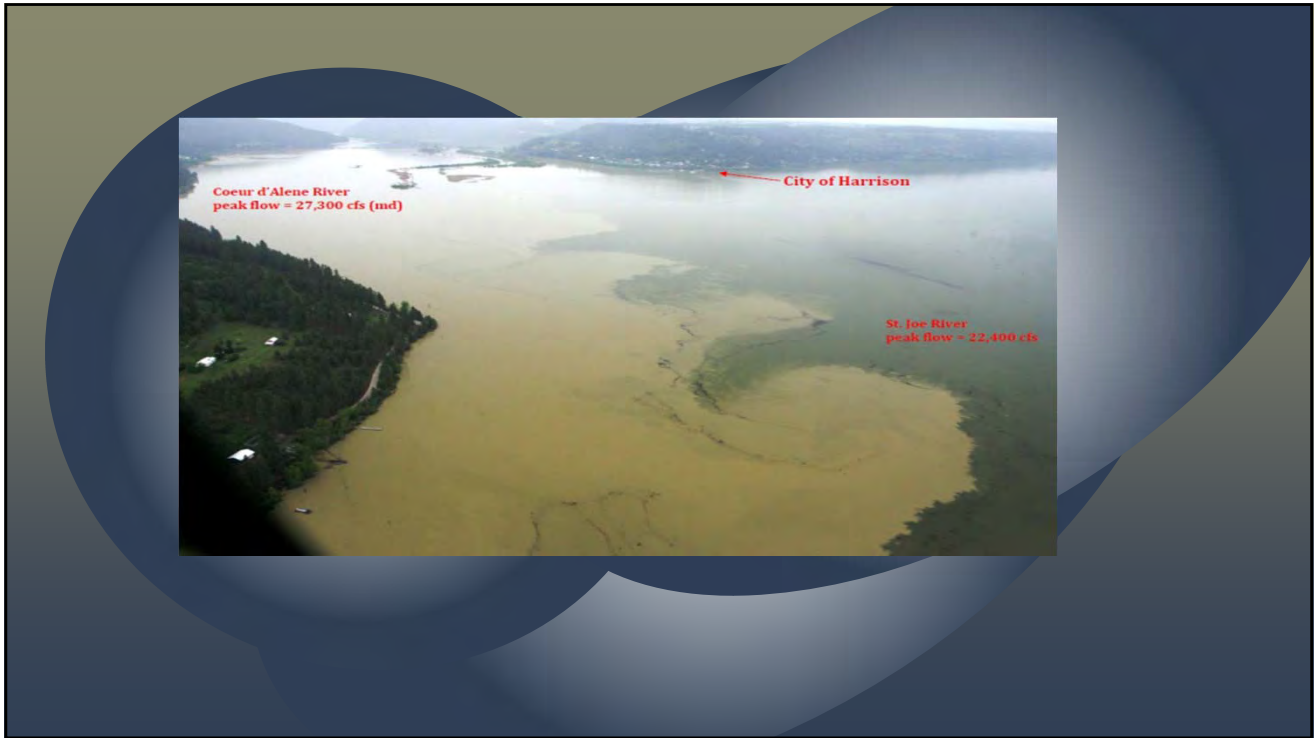
Legend:

- Mine, Mill, and Mine-Impacted Sites
- Cities
- Interstate
- Major Highway
- Bunkur Hill Box
- Coeur d'Alene Basin Hydrologic Boundary
- 4th Fold HUC

Source: USGS (4th Fold HUC), USGS (4th & 5th Fold HUC), USGS (Salmon River, Watershed), USGS (Snake River, Watershed), USGS (4th Fold HUC, Major Highways, USGS).

Exhibit 2. Mine, Mill, Tailings Dams, and Mine-Impacted Sites
Executive Summary
February 2017
C-12200-11-1

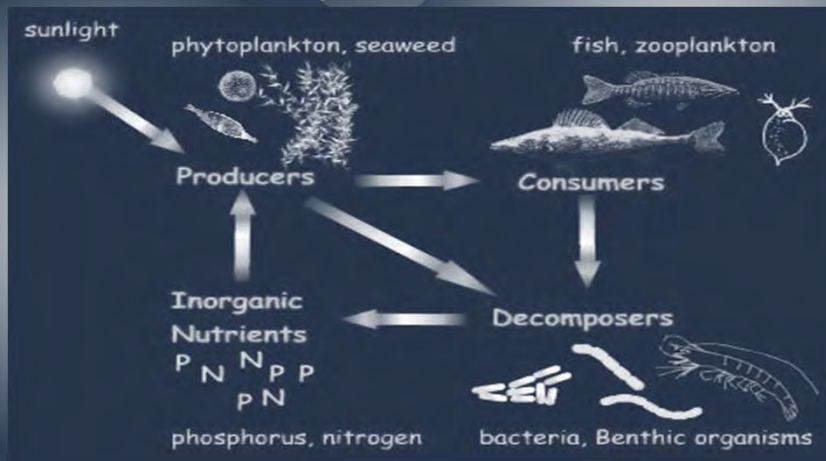




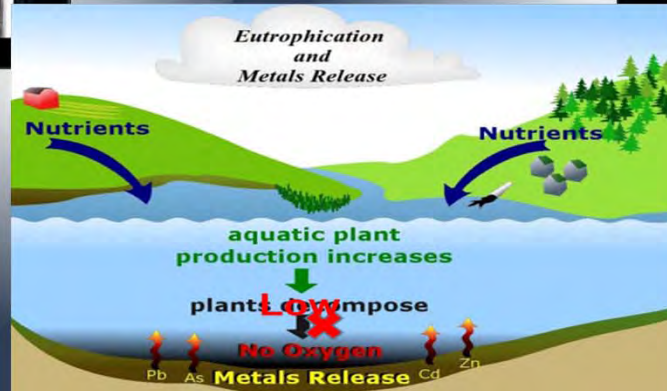
Maintain the health of “Our Gem” by managing lake metabolism and the related solubility of metals found in lakebed sediments.

Coeur d'Alene Lake Management Plan Goal

Food Web in Lakes



Lake Metabolism



Plan Objectives

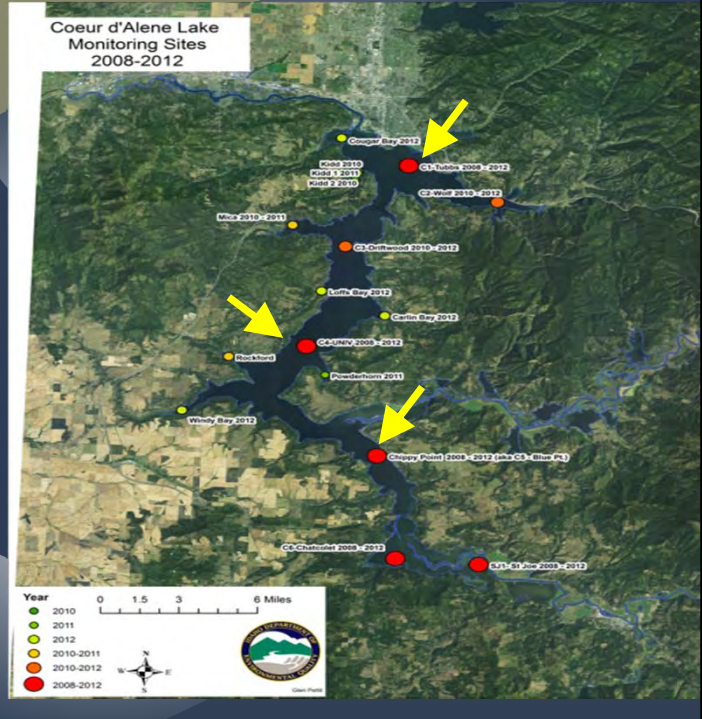
- Objective 1: Improve Scientific Understanding
- Objective 2: Establish and Strengthen Partnerships
- Objective 3: Develop a Nutrient Reduction Action Plan
- Objective 4: Increase Public Awareness
- Objective 5: Establish Funding Mechanisms

Objective 1



Core Monitoring Locations

- **Northern Pool—**
 - C1, Tubbs Hill
- **Central Pool—**
 - C4, University Point
- **Southern Pool—**
 - C5, Chippy/Blue Point
- **Environment—**
 - C1, C4 are cold, deep
 - C5 is warmer, and shallower



Management Actions	Lead Group
C1: Public Outreach Information and Education	LMP, UI
C2: Forest Practices	IDL, Tribe, IDWR, USFS, BLM, Private owners
C3: Roads- identify and prioritize road-related water quality improvement needs, control of erosion and sediment, BMP training, public meetings for planning	ITD, Highway District, Counties, Cities
C4: Development, Erosion and Stormwater - Improve enforcement of existing stormwater treatment and erosion control requirements; Protect and ensure maintenance of riparian buffer around the entire perimeter of Coeur d'AleneLake.	Counties, Cities, IDPR, Tribe
C6: Wastewater	Sewer Districts, PHD, EPA Tribe
C7: Rivers, Bays and Southern Shallows - Control bank erosion by expanding and enforcing no-wake zones, etc.	Counties, IDPR, Tribe, IDFG

Objective 2: Partnerships

Objective 3: Nutrient Inventory



Objective 4: Outreach

K-12 Sample - May-June, 2017

- The Confluence Project: Youth Water Summit
- Coeur d'Alene Water Festival
- Coeur d'Alene Tribe Water Awareness Week
- Hayden Meadows Water Science Field Day
- Inter Tribal Natural Resources/Hndesnet Camp
- Adventure Learning (teacher training)

Ongoing Adult Outreach

- Lake*A*Syst
- OurGem.org
- Our Gem Symposium/Spokane River Forum (November 14-16)
- NI Fair
- Presentations: Rotary, Kiwanis, CDA 2030, CDA Chamber, Bay/Homeowner Associations
- UI Community Water Resource Center/LaSES Lab

Funding Applications:

- University of Idaho - National Science Foundation
- MILES
- pending Coupled Human-Natural Systems Collaboration with community partners
- §319 Funding
- Core funding (Hecla settlement)



Objective 5: Funding

Website: www.ourgem.org

Phone: 667-5772 (Tribe - Laura)

666-4623 (IDEQ - Jamie)

Questions?
Lim lemtsh



2016 by the numbers.

Total Youth Served

5,752

Club Members

3,112

Free Snacks Provided

69,921

Hours the Club was Open

2,200

Staff & Board Members

54

Community Volunteers

308

Annual Membership Fee

\$40

contact:



208.618.CLUB (2582)



northidahobgc.org



info@northidahobgc.org



facebook.com/northidahobgc



twitter.com/northidahobgc



instagram.com/northidahobgc



BOYS & GIRLS CLUBS
OF KOOTENAI COUNTY

2016
annual report

northidahobgc.org



BOYS & GIRLS CLUBS
OF KOOTENAI COUNTY

85%
OF ALUMNI SAY THE CLUB
taught me
right from **wrong.**

2016 membership profile.

AGES:

- 14% 6-7
- 25% 8-9
- 24% 10-11
- 20% 12-13
- 17% 14+

- 51% male
- 49% female



51% live at or below the
poverty line

RACE & ETHNICITY:

- 2% American Indian
- 1% Asian/Pacific Islander
- 2% Black/African American
- 2% Hispanic/Latino
- 79% White/Caucasian
- 7% Some Other Race
- 7% Two or More Races

OUR MISSION IS TO ENABLE ALL
YOUNG PEOPLE, ESPECIALLY THOSE
WHO NEED US MOST, TO REACH THEIR
FULL POTENTIAL AS PRODUCTIVE,
CARING AND RESPONSIBLE CITIZENS.

clubs provide:

- A safe place to learn and grow
- Caring adult mentors
- Life-enhancing programs
- Hope and opportunity

clubs help kids:

- ✓ Stay in school and improve their academic success
- ✓ Graduate from high school, prepared for a Great Future
- ✓ Lead healthy lifestyles
- ✓ Develop a strong character
- ✓ Explore their creative side
- ✓ Feel safe

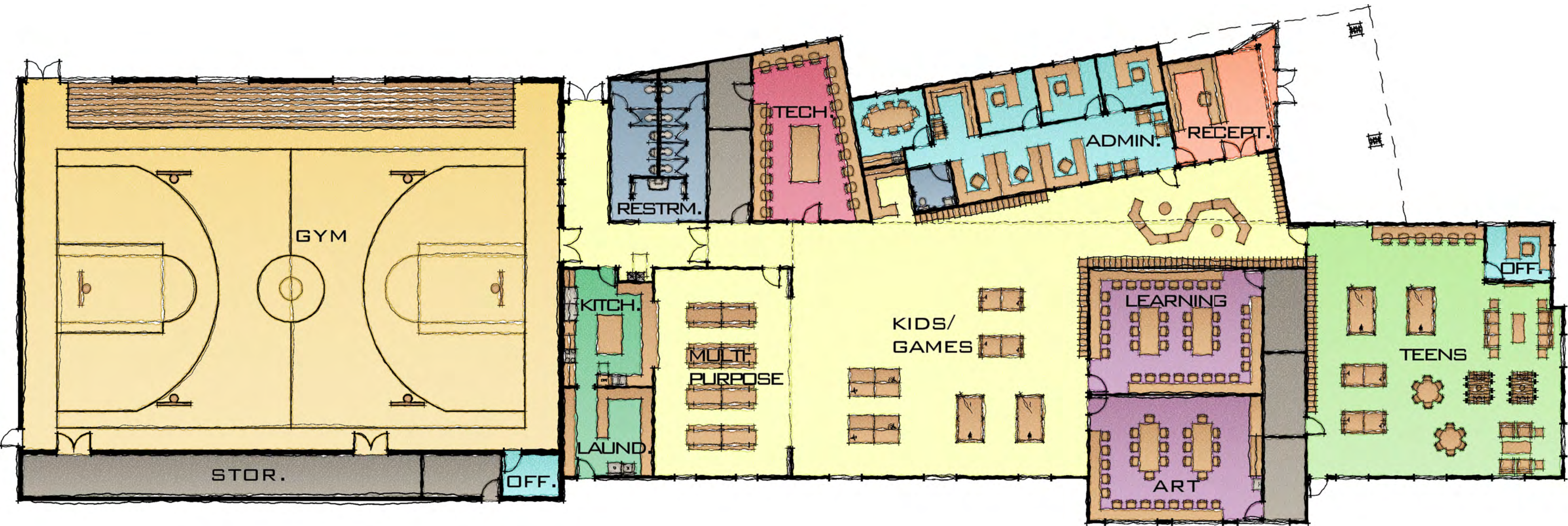
GREAT FUTURES START HERE.

Boys & Girls Clubs of Kootenai County

who we are.

We are a community organization serving school-age kids with Clubhouses in both Post Falls and Coeur d'Alene. Our aim is to ensure success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle.





BOYS & GIRLS CLUB CONCEPT PLAN
 19,686 S.F.

**EOLA & DUANE
HAGADONE**
 **BOYS & GIRLS CLUB**
ST. ROOSTEN COUNTY

925





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

May 16, 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 May 16, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

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

PROCLAMATION FOR SAFE BOATING AWARENESS WEEK – MAY 20-26, 2017 –
Mayor Widmyer proclaimed May 20-26, 2017 as Safe Boating Awareness Week and asked residents to be cautious while boating during the upcoming season.

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

1. Approval of Council Minutes for the April 27, 2017 and May 2, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Approval of Financial Report
4. Approval of the General Services Committee Meeting Minutes from the meeting held on May 8, 2017.
5. Setting of General Services and Public Works Committees meetings for May 22, 2017 at 12:00 noon and 4:00 p.m. respectively.
6. Setting of a Public Hearing for June 20, 2017 for ZC-1-17, A proposed zone change from LM (Light Manufacturing) to City C-17 (Commercial at 17 units/acre) zoning district at 505 W. Kathleen Avenue; Applicant: Lake City Engineering LLC.
7. Approval of beer and wine Licenses:
 - a. Castaway Cellars, Inc. for 210 Sherman Avenue; Michille and Scot Crawford (new).
 - b. Rustic CDA, LLC. For 309 E. Sherman Avenue; Warren S. Heit (new).

- c. TWI Company Inc. d/b/a Into the Woods for 509 E. Sherman Avenue; Rebecca Webb (new).
8. Approval of Cemetery Lot transfer from George and Olga Brown to Maria Dawson; Lots 01,02; Block 16; Section B of Forest Cemetery.
9. **Resolution No. 17-033** – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: APPROVING THE DESTRUCTION OF TEMPORARY RECORDS PERTAINING TO THE ARTS COMMISSION AND ADMINISTRATION DEPARTMENT FILES; APPROVING REVISION TO THE 2017 STREET TREE LIST; APPROVING A LEASE RENEWAL WITH COMMERCIAL PROPERTY MANAGEMENT FOR 816 SHERMAN AVE. FOR THE LEGAL DEPARTMENT; APPROVING FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR LANGUE ADDITION, SS-7-17 AND AUTHORIZING WELLS FARGO TO OPERATE A HORSE DRAWN CARRIAGE RIDES IN THE DOWNTOWN AREA ON MAY 20-, 2017.

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

ANNOUNCEMENTS

Councilmember English attended last Saturday Firemen's banquet and really appreciated the emphasis on families and that no one serves alone as a theme for their service as first responders.

APPOINTMENTS: MOTION: Motion by Edinger, seconded by McEvers to approve the appointments of Steve Petersen, Ann Melbourn, Mark Rogers, Brad Jordan, Kathleen Tillman, and Tom Messina to the Parking Commission. **Motion carried.**

A-3-14 - ANNEXATION AGREEMENT WITH RIVER'S EDGE APARTMENTS, LLC. FOR THE PROPERTY FORMERLY KNOWN AS THE STIMSON OFFICE PROPERTY - PER COUNCIL ACTION MAY 20, 2014

STAFF REPORT: City Attorney Mike Gridley noted that the applicant came before the Council three years ago and asked for a 3.5-acre annexation, which was approved at that time. Once approved, a negotiation of the annexation agreement took place which was never completed. The applicant recently resubmitted their special use permit and desires to finalize the annexation agreement.

DISCUSSION: Councilmember Gookin noted that city annexation agreements generally require frontage improvements to be placed by the developer, and in this area the City is placing the improvements with the Seltice Way project and felt it was not fair. Mr. Gridley noted that the developer is paying for the extra improvements above what is included in the Seltice Way project. Councilmember Gookin noted that the Minutes from the annexation hearing noted that the developer would specifically be required to put in sidewalks or a path that is not included in the annexation agreement. Mr. Gridley explained that in 2014 the Seltice Way project was not in the city's sight; however, as the Seltice Way project got designed and funded, paths, sidewalks,

curbs, etc. were included in the project. Councilmember Gookin said he believes that the developer should reimburse the city for those improvements and will be opposing the annexation agreement. Mr. Gridley noted that there are properties all along Seltice Way without improvements that will also benefit, and that the ultimate decision was to have ignite cda fund it. Councilmember Miller asked if the developer was granted a special use permit for a higher density based on the improvements. Mr. Gridley noted that they were given a Special Use Permit for apartments, not based on improvements.

MOTION: Motion by McEvers, seconded by Evans to approve the Findings and Order for the River's Edge Apartments, LLC annexation. **Motion carried.**

RESOLUTION NO. 17-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH RIVER'S EDGE APARTMENTS, LLC, FOR PROPERTY FORMERLY KNOWN AS THE STIMSON OFFICE PROPERTY.

MOTION: Motion by McEvers, seconded by English to approve **Resolution No. 17-034**, approving an Annexation Agreement with River's Edge Apartments, LLC. for the property formerly known as the Stimson office property.

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

COUNCIL BILL 17-1019

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 10, TOWNSHIP 50, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17 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.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 17-1019** once by title only.

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

MOTION: Motion by Edinger, seconded by McEvers, to adopt **Council Bill 17-1019**.

ROLL CALL: McEvers Aye; Gookin No; English Aye; Edinger No; Evans Aye; Miller No. **Motion carried with the Mayor voting in the affirmative.**

INTRODUCTION OF THE FRANCHISE AGREEMENT WITH NEWMAX, LLC DBA INTERMAX NETWORKS AND SETTING OF A PUBLIC HEARING FOR JUNE 20, 2017.

STAFF REPORT: City Attorney Mike Gridley explained that Intermax Networks is a local company based in Coeur d'Alene and they have approached the city to obtain a franchise agreement that would allow them to construct and maintain a fiber optic telecommunications system in the city's rights-of-way. The requirements of the proposed franchise agreement with Intermax are similar to those in other city franchise agreements with Fatbeam, Avista, and others. The proposed franchise would be for 10 years. The code pertaining to Franchise Agreements requires a public hearing 30 days after the introduction of the agreement. Therefore, Mr. Gridley requested that Council set a public hearing on June 20, 2017. The financial impact would be similar to other franchise agreements. In exchange for the use of the city's rights of way, Intermax would pay the city five per cent (5%) of its annual gross revenues derived from the operation of the fiber optic telecommunications system to provide telecommunication services in the City.

DISCUSSION: Councilmember Gookin asked if the state cap of 3% should apply to this agreement. Mr. Gridley explained that while the state capped franchise fees, there is a clause that allows for the precedent of prior approved fees, so the city is essentially grandfathered in at 5%. Councilmember Gookin asked if the City could charge less. Mr. Gridley explained that he would like to keep them all consistent so one company does not get a competitive advantage over another.

MOTION: Motion by Edinger, seconded by Miller to set a public hearing for the consideration of a franchise agreement with Newmax, LLC dba Intermax Networks annexation on June 20, 2017.
Motion carried.

RESOLUTION NO. 17-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE 2017 TRAILS AND BIKEWAYS MASTER PLAN UPDATE.

STAFF REPORT: Trails Coordinator Monte McCully noted that the Trails and Bikeways Master Plan was last updated in 2010, and there have been many accomplishments and changes since that time. Updates since 2010 include the addition of 8.22 miles of shared use paths, 18 miles of on-street bike lanes, shared roadways, a bicycle boulevard, additional bike racks, corrals, and a bike repair station. The updates provide some new standards and new facility types such as buffered bike lanes, cycle tracks, water trails, and include a mountain bike trail plan.

DISCUSSION: Councilmember McEvers asked how paths in front of extremely busy areas, such as McDonalds on Appleway, would work. Mr. McCully clarified that placing stripes on-street is for both bike commuters and vehicles to have notice that bikes are on the roadway. Additionally, some of the recommendations are intended to be included when roads are rebuilt, such as Appleway. Councilmember English asked for an example of a bike boulevard. Mr. McCully noted that an example would be Young Avenue to 19th Street, as it does not have a lot

of vehicular traffic and is a route that people use a lot. The city would paint emblems of bikes with arrows and wayfinding signage to demonstrate that road is specifically set out to be a road that is shared equally between bikes and vehicles. Councilmember Evans said that several of the updates were included based on comments received at the public workshop. Mr. McCully noted that there were approximately 50 attendees at the workshop. Comments include bike lanes over the freeway on 4th and Government Way, water trails like Spokane, and a registration program for bicycles. Councilmember Gookin thanked Mr. McCully for putting the goal accomplishment page into the plan. He noted several goals that needed more specific objectives listed to set forth how they would accomplish the goal. Councilmember Gookin asked if there were certain areas that have been identified as high accident locations. Mr. McCully noted that they were not included in the plan but there is a sub-committee that meets to discuss accident areas with Sgt. Turrell. There are ideas being considered such as safety islands, more crosswalks, flashing beacons, and public awareness campaigns. Councilmember Gookin asked for clarity as to why they are recommending the complete streets policy be adopted as an Ordinance. Mr. McCully explained that an ordinance would make it stronger and a code that would need to be followed by all staff rather than it being administratively decided. Councilmember McEvers asked if water trails meant no boats allowed. Mr. McCully explained that it is like a map for kayakers and/or paddle boarders where they can launch and go, but does not include any boat restrictions. Councilmember Miller noted that with the significant number of events that go on in Coeur d'Alene each year, did the Committee consider putting something out to tourists about event traffic and alternative trails. Mr. McCully noted that they had not discussed that but thought it was a good idea. Councilmember Evans thanked the committee and Monte for their hard work and many hours given to update the plan. Mayor Widmyer agreed that the Arts Commission and Pedestrian Bicycle Committee are comprised of members with diverse opinions and it is a great accomplishment to get them into one plan.

MOTION: Motion by Evans, seconded by Edinger to approve **Resolution No. 17-035**, approving the 2017 Trails and Bikeways Master Plan.

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

COUNCIL BILL 17- 1020

AN ORDINANCE AMENDING SECTION 10.24.020 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO EXTEND THE LIMITED TIME PARKING SPACES AND ZONES ON SHERMAN AVENUE FROM SEVENTH STREET TO EIGHTH STREET; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Deputy City Administrator Sam Taylor noted that for many years the City has provided free two-hour parking in the downtown core. The city's contractor, Diamond Parking, enforces these two-hour time limits. Ensuring a healthy rotation of vehicles by enforcing two-hour parking allows more residents and visitors to park downtown, thus supporting local small businesses. Diamond Parking's contract with the City outlines the

downtown core in an expansive swath, which includes all along Sherman Avenue to 8th Street. However, the City's two hour parking zone ends at 7th Street, per City code section 10.24.020(B). New businesses along Sherman Avenue continue to enhance economic development downtown, but between 7th and 8th Streets there is no time limit, and the City has been made aware this is affecting vehicle turnover – and therefore inhibits local businesses from getting enough customers to be sustainable. Staff believes it was the City Council's intent when adopting Diamond Parking's enforcement zone to ensure a two-hour time limit extended along Sherman all the way to 8th Street. As Diamond Parking's contract already includes this portion of Sherman Avenue for enforcement, there is no modification or increased cost required for enforcement to occur. The City must designate the enforcement areas in order for Diamond to work in this area.

DISCUSSION: Councilmember Gookin expressed what a big issue parking is in the downtown. He believes the situation is exacerbated by the city agreeing to waive its own rules regarding parking requirements for developments like McEuen Tower and a development along 8th Street. He does agree that the on-street parking downtown should be two hours.

MOTION: Motion by English, seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1020** once by title only.

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

MOTION: Motion by Gookin, seconded by Evans, to adopt **Council Bill 17-1020**.

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

RESOLUTION NO. 17-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY OR WITHIN THE CITY'S AREA OF IMPACT TO BE A DETERIORATED AND DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF COEUR D'ALENE TO COMMENCE AND COMPLETE THE PREPARATION OF AN URBAN RENEWAL PLAN OR AN AMENDED PLAN, WHICH MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF REPORT: Mr. Gridley noted that ignite cda, the City's urban renewal agency (URA) asked Panhandle Area Council (PAC) to prepare a report analyzing whether or not the former Stimson Atlas Mill Site (Site) is appropriate for inclusion in an Urban Renewal District (URD). The Site is comprised of approximately 70 acres of undeveloped land surrounded by Seltice Way, Mill River, Riverstone and the Spokane River. In order to be eligible for inclusion in an Urban Renewal District, the Site needs to meet the conditions outlined in various Idaho Code Sections. This analysis is a preliminary step and does not expand any existing URD or establish

a new URD. It is an analysis of whether under Idaho law the conditions of the Site render the Site eligible to be included in an expanded URD or a new URD or both. PAC has determined that the property is appropriate for inclusion in a URD. This resolution accepts the PAC report and directs the URA to prepare a URA plan for consideration by the URA board and the City Council. He presented photos of the land demonstrating its qualifications as a deteriorating area.

DISCUSSION: Councilmember Gookin said he has been looking at the urban renewal law for a long time and this is a step in the process and supports moving forward with this.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 17-036**, Acceptance of the Atlas Mill Site Urban Renewal Eligibility Report.

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

A-1-17 - ANNEXATION OF PROPERTY LOCATED NORTH OF THOMAS LANE AND IS BORDERED BY RESIDENCES OFF OF 22ND STREET ON THE WEST AND RESIDENCES OFF OF MINERS LOOP AND SUTTERS WAY ON THE EAST - PER COUNCIL ACTION FEBRUARY 21, 2017

MOTION: Motion by Gookin, seconded by Evans to approve the Findings and Order for Annexation of Property located north of Thomas Lane and bordered by residences off 22nd Street on the west and residences off Miners Loop and Sutters Way on the east. **Motion carried.**

RESOLUTION NO. 17-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH ASPEN HOMES AND DEVELOPMENT, LLC, FOR AN AREA NORTH OF THOMAS LANE ALSO KNOWN AS ALPINE POINT.

MOTION: Motion by Gookin, seconded by Evans to approve **Resolution No. 17-037**, Approval of Annexation Agreement with Aspen Homes and Development, LLC for the property located north of Thomas Lane and bordered by residences off of 22nd Street on the west and residences off of Miners Loop and Sutters Way on the east.

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

COUNCIL BILL 17-1021

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS SITUATED IN THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-3 RESIDENTIAL; 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.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1021** once by title only.

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

MOTION: Motion by Gookin, seconded by Evans, to adopt **Council Bill 17-1021**.

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

RESOLUTION NO. 17-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT FOR FINANCING IMPROVEMENTS FOR THE FOUR CORNERS – MEMORIAL PARK IMPROVEMENT PROJECT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA.

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained that at the October 4, 2016 Council Meeting, Council gave staff direction to seek funding for the companion project to the City/County Shared parking. On December 20, 2016 the Council approved the acceptance of \$1,019,000 in funding from ignite cda. Then at the December 21, 2016 ignite cda meeting their board opted to fund two more elements for this project bringing the funding to \$1,559,100 to construct the Memorial Park companion project, which is above the amount previously accepted by the City. Mr. Greenwood presented a drawing of the updated master plan including the additional elements funded by the additional dollars. He noted a few elements that were moved around to allow elements to flow and create a Central Park feel. Therefore, staff is bringing the update agreement for acceptance to council.

DISCUSSION: Councilmember Evans asked if the ball field would include the addition of locker rooms. Mr. Greenwood noted that it would not include locker rooms, as they are a different project. Additionally, they are looking at the structural integrity of the stands. He also noted that he should find out in June if the city received a grant for the skateboard park. Mayor Widmyer noted that a lot of work was done through the steering committee, and the Parks and Recreation Commission which provided great results. Mr. Greenwood would like to advertise for bids on May 26, 2017 and break ground on July 5, with an October 15, 2017 completion date. Councilmember McEvers asked if the park would be open to the public when construction starts. Mr. Greenwood clarified that Memorial Park will not be open after July 5, when construction starts.

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 17-038**, Agreement for financing improvements for the Four Corners – Memorial Park improvement project with the Coeur d’Alene Urban Renewal Agency d/b/a ignite cda.

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

(LEGISLATIVE HEARING) V-17-3: VACATION OF A PORTION OF S. 23RD STREET AND ALL OF E. ASHTON ROAD RIGHT-OF-WAY LOCATED IN GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., CITY OF COEUR D’ALENE.

Mayor Widmyer announced that he owns property adjacent to the requested vacation and recused himself from the hearing. He noted that Council President McEvers would lead the rest of the meeting.

COUNCIL BILL NO. 17-1022

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PORTION OF S. 23RD STREET LOCATED SOUTH OF MULLAN AND ALL OF E. ASHTON ROAD WEST OF E. COEUR D’ALENE LAKE DRIVE AVENUE, SITUATED IN THE GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO; 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.

STAFF REPORT: Engineering Project Manager Dennis Grant explained that the applicant, Hagadone Hospitality Co., has requested that a portion of South 23rd Street and all of East Ashton road right-of-way that adjoins their property on all sides be vacated. It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d’Alene. There is no financial impact to the City associated with this action. The purpose behind the request is to realign lots that are currently dissected by the right-of-way for future development. Mr. Grant mailed seven (7) requests for comment and received no responses. He recommends approval of the request.

PUBLIC COMMENTS: Councilmember McEvers called for public comments, and with none being received. Public testimony was closed.

DISCUSSION: Councilmember Miller asked for clarification regarding the new Centennial Trail connection. Mr. Grant explained that the new Ashton Road will connect to 23rd and the trail will connect from there to Coeur d’Alene Lake Drive. Councilmember Evans noted that there are many bicycle conflicts with vehicles entering Coeur d’Alene Lake Drive from 23rd Street. Mr. Grant felt that this design would lessen those conflicts.

MOTION: Motion by Edinger, seconded by Miller, to dispense with the rule and read **Council Bill No. 17-1022** once by title only.

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

MOTION: Motion by Gookin, seconded by Miller, to adopt **Council Bill 17-1022**.

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

RECESS: Motion by Gookin, seconded by McEvers, to recess to May 25, 2017 at Noon in the Library Community Room, 702 E. Front Avenue, for a Workshop with ignite cda. **Motion carried.**

The meeting recessed at 7:18 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD IN THE OLD COUNCIL CHAMBERS, CITY HALL
May 25, 2017

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Library Community Room May 25, 2017 at 12:00 noon, there being present upon roll call the following members:

Steve Widmyer, Mayor

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

MEMBERS OF EXECUTIVE TEAM PRESENT: Jim Hammond, City Administrator; Sam Taylor, Deputy City Administrator; Troy Tymesen, Finance Director; Mike Gridley City Attorney; Bill Greenwood, Parks & Recreation Director; and Hilary Anderson, Community Planning Director.

ignite cda BOARD MEMBERS PRESENT: Scott Hoskins, Chairman, and Board members , Mic Armon, Brad Jordan, James Chapkis, and Alivia Metts, Justin Druffel. Legal Counsel Danielle Quade and Executive Director Tony Berns were also present.

CALL TO ORDER: Mayor Widmyer called the meeting to order. Chairman Hoskins called the ignite cda meeting to order and conducted a silent roll call.

ATLAS MILL SITE ACQUISITION DUE DILIGENCE COMMITTEE – Executive Director Tony Berns reviewed the Committee's Charter Including Focus on Financing, Environmental Issues, Annexation, and Planning. Finance Director Troy Tymesen explained that the City is looking at sale of real property code regarding terms under which it can sell the property to ignite cda through an agreement. Mr. Berns sees it as a positive development and a method to structure the debt. Mayor Widmyer noted that Mr. Tymesen, Mr. Berns, and the City Legal Department have been working on this over the past 10 days, so it is a relatively new development and more study and reporting is expected soon. Councilmember Gookin asked for clarity regarding the Idaho Code, and wondered how the payback would occur. Mr. Berns stated that they would need to look at how the contract purchase process works. Mayor Widmyer noted that repayment could come from increment funds, or after the Seltice Way project is finished if funds are left over, and/or if there are any cash reserves in the district and/or sale of properties. Councilmember Gookin questioned how this is not considered debt. Mr. Gridley explained that the City has the funds and is acting as a bank. Mr. Tymesen explained that he would utilize funds through various departments such as Water and Wastewater. Chairman Hoskins said the due diligence committee met last week and this is a new idea since that time. Councilmember

English said that he felt that interest earned, even though low, should be recouped. The benefit is to the public by the City acquiring the land, so he did not feel there was a need to charge additional interest or additional finance charges. Mr. Tymesen explained that the intent is to pay back the different funds throughout the city, in which funds will be pulled. Mr. Gridley noted that he has met with Department of Environmental Quality (DEQ) and they are supportive of the City's efforts to clean up a brownfield. They also noted that old mill sites are typically not contaminated. When Stimson originally tried to sell the property, they did a Phase 1 and Phase 2 assessment with DEQ, who issued a letter of "no further action." He explained that this means cleanup occurred and the property was good to be sold. DEQ offered to update that letter. Mr. Gridley noted that now the issue is how to geographically balance the site. He does not expect to see environmental issues. DEQ is willing to do some boring to test the big pile on the site, and is willing to conduct a topographical survey. Councilmember Miller asked if DEQ is the only agency the City needs to consult with, or if there are other agencies involved in the waterfront. Mr. Gridley noted that the State Department of Lands (DOL) would be involved regarding the inlet area that was potentially man-made for log movement. Mayor Widmyer asked about pilings that have been removed and if they are going to continue with removal. Mr. Gridley said they would work with Mr. Brady at the DOL.

Community Planning Director Hilary Anderson noted that her department has looked at the potential annexation and expects to hold the Planning Commission hearing on August 8, so it can be sent forward to the City Council for consideration at the October 3, 2017 meeting. She noted that she is working with Welch Comer to create the map needed for the annexation agreement. They are considering requesting C-17 with a PUD for the zoning, which would be consistent with area lands. She noted that there might be EPA funds that could be used toward visioning with the community. Mr. Berns hopes to have any URD district expansions and any URD district creation done by the end of the 2017 calendar year, so he is not concerned with the proposed timeline for annexation. Mr. Gridley clarified that September 15 is the drop-dead date for determination by the City as to whether or not they want to purchase and still get their earnest money back. Councilmember Gookin expressed concern with the C-17 zone as he felt it should be zoned after master planning is complete. Additionally, he suggests the property come in at a lower zone and rezone it when the use is known. Ms. Anderson noted that the C-17 would provide the most flexibility. Mr. Hammond concurred with the C-17 zoning recommendation, as it would also provide incentive to potential developers for future sales. He noted that the City could change the zone prior to a sale. Mayor Widmyer asked if the PUD would control the use. Ms. Anderson confirmed that the PUD would protect the land and give flexibility and that the City could include conditions and/or provide a conditional approval that requires the PUD. Board Member Metts noted that she sees the property as a clean slate and would like to allow the potential for creativity and agrees that it needs a master plan of mixed uses. Board Member Druffel felt that it is important to get the City's needs locked down in the annexation agreement and agrees the C-17 zone is the appropriate way to go forward. Board Member Jordan noted that the City and ignite cda are the developers and will have ultimate control. He has received input from community members that is positive with a hope that the entire waterfront could be public. Councilmember English noted that he is comfortable with a C-17 zone and that it ensures the best value for the public. He noted that there has to be a way to pay for the park/public space. Mayor Widmyer expressed concern about the public seeing a C-17 zone and that there will need to be substantial education as to why we are doing it. Councilmember McEvers noted that the

root cause as to why developers were unable to purchase previously is the city owned abandoned railroad right-of-way dissecting the parcel. The Mayor noted that financing is a big part of this project and a decision needs to be made by September 15, 2017. He noted that there have not been any roadblocks yet. He explained that he had the following goals for the site; to create great public waterfront space; to create taxable value of \$100 Million within the project to be able to pay off the purchase price; create enough money to improve the waterfront space; to create a fund that is similar to the cemetery perpetual care fund for parks; and to have the density lowered as it is surrounded by high density. Councilmember Gookin said he agrees with the Mayor's goal. While he understands there will be houses on the river, he would like a lower density and would like some commercial use along the water. Councilmember English also agreed with those goals and wondered if it would be possible to include another boat launch, as they are needed. Board Member Druffel thinks it is important to dream big and consider job creation opportunities such as a small tech campus or incubator. Board Member Jordan felt the goal for the short term is to get the deal done, and in the long term conduct major visioning, including the possibility of bringing in the Urban Land Institute, and involve the community. Councilmember Miller asked how docks would be looked at, as she would like a tie-up within the area. Councilmember McEvers would like to have a public beach. Chairman Hoskins would like to include the CDA economic development corporation (Jobs Plus) in the conversation.

EXPANSION OF THE RIVER DISTRICT AND CREATION OF A NEW DISTRICT -

Mr. Berns presented a map of the area and the abutting ignite cda districts. He noted that according to the Idaho Code, a district can be expanded only by ten percent of its current geographic size. The River District can be expanded by 30 acres including the "Bad Axe" parcel acquisition. He proposed creation of a new district for the remaining acreage. Councilmember McEvers asked for clarity regarding crossing districts for infrastructure. Mr. Berns clarified that they can bring infrastructure across districts. Board Member Jordan noted that if new increment were created within the expanded area it would provide more than the existing \$6 million in funding. Mr. Berns noted that the Lake District could be expanded but there is not much time remaining to spend any increment, due to its sunset date within 4 years.

MOTION: Motion by McEvers, seconded by Miller to direct the ignite cda Board to move forward with the process of expanding the River District.

DISCUSSION: Councilmember Miller asked if the expansion would have the same sunset date as the existing River District. Mr. Berns confirmed that an expansion would have the same term as the main district. Mayor Widmyer clarified that the expansion area includes waterfront and would give the ability to pay the City back for the acquisition.

Motion carried.

MOTION: Motion by English, seconded by McEvers to direct the ignite cda Board to move forward with the process of creating a new Urban Renewal District.

DISCUSSION: Councilmember Gookin noted that the Lanzce Douglass parcel is already under development and he has not asked for any money from ignite cda, so he questions why a new district should be created. Mr. Berns noted that other Bad Axe parcels might come forward

requesting infrastructure. Councilmember Gookin explained that if the land is not within a district the tax money comes to the City, which he would rather see. Mr. Berns noted that if any greenspace is received by the City, it would need public funds to develop and maintain it, and that the district can help fund development along the water. Mr. Hammond questioned if there is a potential value in including the Lanzce Douglass parcels in the district and to offer to work with Mr. Douglass to upgrade apartments with ignite cda funds. Councilmember Miller said she does not think the Lake District expansion would work, as it is too short of a term. She felt a new district with a shorter term (less than 20 years) could provide some funding to help pay for the acquisition and add value for the public space with a method to pay for it. Danielle Quade, ignite cda Counsel, noted that a City has the ability to deannex property from the district sooner than 20 years. Councilmember McEvers noted that the Council could make it project specific and once a project is done the parcel can be deannexed which would accomplish the same thing. Board Member Metts asked what the downfall is of not including the Lanzce Douglass properties. Mr. Berns explained that they are starting from scratch and trying to figure out the payment schedule back to the City. He noted the importance of marketing the property to developers to help bring in tax increment and that having the Lanzce Douglass properties included would greatly assist in increment creation. Councilmember McEvers asked for clarification regarding the best boundary for the expansion and creation areas. Mr. Hammond noted that ignite cda can form smaller revenue allocation areas within a district. Councilmember Miller questioned the benefit of limiting the life of the newly created district. Board Member Armon recommended the Council utilize the deannexation tool and keep the district term long to ensure a return of increment during the term.

Motion carried with Gookin voting no.

IGNITE CDA LAKE DISTRICT PROJECT UPDATES (DISTRICT SUNSETS IN 2021) – Deputy City Administrator Sam Taylor provided an update from the sub-committee reviewing the parking facility project. He noted that the initial facility has gone through the Design Review Commission. Options for the design include roughing in for a future transit stop, restroom and office space, and the creation of new retail space on 3rd Street. If the location identified for a transit stop were not used for a stop, it would remain as four parking stalls. Additional space located on the main entrance level off Coeur d’Alene Avenue can be used for parking motorcycles, electric vehicles, storing bikes, and/or a small storage area for city equipment. A big issue is whether to include the bike storage, as most people with expensive bikes take them with them. Councilmember McEvers noted that he likes all the rough-in options, but does not see the need for bike storage.

NORTH IDAHO COLLABORATIVE EDUCATION (NICE) FACILITY (HIGHER EDUCATION CAMPUS) – Mr. Berns noted that the facility is under design and construction will start in 2018. Ignite cda provided \$2.5 million in funding toward this project.

FOUR CORNER MASTER PLAN: MEMORIAL PARK / GRANDSTAND – Mr. Berns noted that the ignite cda board approved \$1.55 Million in funding for this element of the master plan. Councilmember Gookin asked if the homes coming in on the ignite cda property will have CCR’s or will they have a size restriction. Mr. Berns said that building envelopes would be

designated for each parcel. Councilmember McEvers thanked the Board for the funding for the skate park.

MIDTOWN – Mr. Berns noted that the ignite cda Board has decided to put in green space on the existing bare lot parcels.

“COEURLLABORATE” (FAIRFIELD INN) MIX USE PROJECT – Mr. Berns noted that the property owner, Mr. Ayers, hopes to start building demolition / site prep in June.

DISPOSITION OF PROPERTY DISCUSSION – Mr. Berns noted that they are working on various acquisition options for the Young Avenue property with the Tubbs Hill Foundation & City of Coeur d’Alene. Ignite cda owns right-of-way along the Prairie Trail and they are looking at possibilities associated with the Bad Axe property acquisition and development.

PLANNING FOR THE SUN SETTING OF THE DISTRICT – Mayor Widmyer noted that although the district closes in December 2021 the last increment would come forward in July 2022. Councilmember Miller noted that there was a meeting on the performing arts center and wondered if the next steps would include a feasibility study.

ANY FUTURE LAKE DISTRICT PROJECTS – Mr. Berns presented a list of potential projects and opportunities over the next four years. Boardmember Armon said that it appears that they are spinning their wheels with the performing arts center. He noted that an Auditorium District would be recommended and wondered how the Council felt about that option. Councilmember Miller thinks using the CDA 2030 group to pull the community together and conducting a feasibility study funded by ignite cda would give the Council a basis to decide on an Auditorium District. Councilmember Gookin agreed that an Auditorium District would be needed to fund the center. Mayor Widmyer asked if it was the direction from Council to set the priority to fund a feasibility study and analyze how an Auditorium District would work. Councilmember McEvers asked how the business side of a theater works. Councilmember Miller noted that it could be a job creator as the theater brings people to town during off seasons and fills hotels. She reiterated her request to do a feasibility study. Councilmember McEvers expressed concern about a government entity running an auditorium but would support a feasibility study. Board Member Metts noted that CDA 2030 could submit for a grant for a feasibility study. Councilmember English noted that if an Auditorium District were like all other districts, he would support it and a feasibility study. Board Member Metts agreed to check with the CDA 2030 to see their interest. Board Member Armon said that he would not want to wait for a grant process, due to the short term of the Lake District, so ignite cda should move forward. Board Member Jordan confirmed that they should go forward with a feasibility study.

RIVER DISTRICT PROJECT UPDATES (DISTRICT SUNSETS IN 2027) – Mr. Berns reviewed the potential projects within the River District including Seltice Way revitalization, KMPO City Link Transit Center, Mill River – Johnson Park expansion and Railroad right-of-way improvements, and a potential project area north of Seltice Way (YJ area). Mr. Taylor reported a bit of a delay in the Seltice Way project due to weather.

ADJOURN: Motion by English, seconded by Miller that there being no further business, this meeting of the City Council is adjourned. **Motion carried.**

The meeting adjourned at 2:04p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
May 22, 2017
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Kiki Miller
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Capt. Dave Hagar, Police Department
Randy Adams, Deputy City Attorney
Troy Tymesen, Finance Director
Sam Taylor, Deputy City Administrator

~~Item 1. Art in Motion Sidewalk Stencils.~~

ITEM PULLED FROM THE AGENDA BY MR. MCCULLY

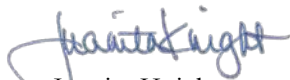
**Item 2. Agreement for Shelter Services with Kootenai Humane Society.
(Consent Resolution No. 17-039)**

Captain Hagar is requesting Council approval to enter into an Agreement with Shelter Services with the Kootenai Humane Society. Capt. Hagar said the parties have been in an agreement for many years for the Humane Society to house animals picked up by Animal Control and transferred to their care. Capt. Hagar noted there are no substantive changes sought by either party to the agreement that is due to expire on June 20, 2017, other than allowing the agreement to renew annually unless either party requests a change to the agreement.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-039 approving an Agreement for shelter Services with the Kootenai Humane Society. Motion Carried.

The meeting adjourned at 12:02 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

**PUBLIC WORKS COMMITTEE
MINUTES
May 22, 2017
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Dan Gookin

STAFF PRESENT

Troy Tymesen, Finance Director
Jim Remitz, Capital Program Manager
Amy Ferguson, Executive Asst.
Tim Martin, Streets & Eng. Director
Mike Gridley, City Attorney
Jim Hammond, City Administrator

**Item 1 Roof Repair Price Quote for the TMF Building
Consent Calendar**

Jim Remitz, Capital Program Manager, requested council approval of a price quote obtained from ARK Commercial Roofing, Inc. for the repair of the roof of the Tertiary Membrane Filtration (TMF) Building located at 1015 Academic Way. The roof was damaged by a fallen tree that occurred during the process of removing the tree by Sun Valley Tree Service in February, 2017. The cost of the repair will be reimbursed by Sun Valley Tree Services' insurance company.

Mr. Remitz stated in his staff report that Sun Valley Tree Service was contracted to remove a number of ponderosa pine trees adjacent to the TMF Building. During the course of the tree removal, one tree fell onto the corner of the TMF Building damaging the roof. Sun Valley Tree Service's insurance company was notified of the claim and instructed the City of Coeur d'Alene to obtain price quotes to repair the damaged building roof. The roofing company that originally installed the roof on the building in 2014, ARK Commercial Roofing, Inc., was contacted and submitted a cost estimate of \$44,362 to accomplish the repair work. Due to the magnitude of the cost and complying with the procurement requirements of Idaho Statute 67-2805(2)(a), wastewater staff contacted three (3) additional contractors that specialize in commercial roofing construction to obtain cost estimates for the repair work. After numerous attempts, wastewater staff has been unsuccessful in obtaining any addition cost estimates.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-039 approving the price quote from ARK Commercial Roof for \$44,362 to perform the roof repairs to the TMF Building located at 1015 Academic Way. Motion carried.

**Item 2 Declare Surplus Used Equipment and Vehicles
Consent Calendar**

Tim Martin, Streets & Engineering Director, presented a request for council declaration of various vehicles and used vehicles as surplus and authorization to proceed to auction. The items include:

1989 ¾ Ton Chevrolet, 93,000 miles
1995 ¾ Ton Chevrolet that has 187,030 miles
1995 Kawasaki Mule and 1999 Kawasaki Mule

Multiple hand mowers
Pressure Washer
Brush Hog
Multiple Concrete Saws

Mr. Martin stated in his staff report the equipment/vehicles have been deemed to have little value to departments. There is no cost to the taxpayers. The auction house takes a percentage of the auction bid. There is a minimal cost to the department to shuttle items to Post Falls.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-039 declaring various vehicles and used assets as surplus and authorize staff to proceed to auction. Motion carried.

**Item 3 Approval of Low Bidder for the 2017 Chip Seal Project
Consent Calendar**

Tim Martin, Streets & Engineering Director, presented a request for council approval of Poe Asphalt Paving, Inc. as the low bidder for the 2017 Chip Seal Project. He stated in his staff report that the Engineer's Estimate for the project was \$459,900 and the low bid from Poe Asphalt Paving, Inc. was \$479,848.30. The City of Coeur d'Alene has a cooperative agreement with the City of Dalton and the City of Hayden for the contract management of the chip seal project with the City of Coeur d'Alene being the lead agency. The streets that will be chip sealed are in the Foothills Subdivision, Best Hills Meadows Subdivision, and Government Way (Harrison North to I-90).

Mr. Martin said they will be using ¼ inch chip in the subdivisions which makes for a smoother ride. He noted that he has been very pleased with the appearance of the ¼ that was laid last year. Government Way and I90 will be receiving 3/8 inch chip, but are not chipping the bike path – just the surface where the vehicles will be traveling. The city's portion of the bid is \$201,406.

Councilmember McEvers asked if the ¼ chip is smooth enough for skateboards. Mr. Martin said that he thinks it will be fine for skateboards as they put coat over the chips that makes it a pretty smooth ride.

Mr. Martin said that the combined budget for the overlay and chip seal is around \$731,000 and that Poe Asphalt also has the overlay contract. This year they will be overlaying Hanley Avenue, Front Avenue, and every street north and south of Front Avenue one block, and Dalton Avenue.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-039, approving an agreement with Poe Asphalt Paving, Inc. for the 2017 Chip Seal project. Motion carried.

**Item 4 Agreement with River's Edge Apartments, LLC for Construction and
Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches
(Stimson office site)**

Consent Calendar

Mike Gridley, City Attorney, presented a request for council approval of an Agreement with River's Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches.

Mr. Gridley stated in his staff report that the property is a 3.85 acre parcel located at 2772 W. Seltice Way and is located on the south side of Seltice and was previously the site of the Stimson Lumber Company office building. The owner is proposing to build a total of 130 residential apartment units on the property. It has been determined that it is in everyone's best interest to do the installation of the water and sewer lines and driveway approaches for the River's Edge project as part of the Seltice Way Revitalization project rather later after the Seltice project is finished. This will save money and eliminate the need to disrupt the newly constructed path and right-of-way. The estimated cost of the work is approximately \$40,000. The owner will pay the actual cost of the work to be done by the City's contractor, with reimbursement to be made within 30 days of completion of the work. There should be no financial impact on the City. The agreement gives the City the right to withhold building permits until full payment is received.

Mr. Gridley noted that the property annexation was completed at the last council meeting. Councilmember Gookin asked if this reimbursement was covered in the annexation agreement and Mr. Gridley said that it was mentioned, but the reimbursement agreement is more specific. Councilmember Gookin also asked if holding up the building permits for non-payment is a good enough hammer, and Mr. Gridley said that it was, and the City could also sue the developer for non-payment.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-039, authorizing an agreement River's Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches (Stimson office site). Motion carried.

The meeting adjourned at 4:17 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4/12/17
Department Name / Employee Name / Date

Request made by: Jeanine Crain 208-691-2180
Name / Phone

25994 North Ramsey Road Athol ID 83801
Address

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

Niche(s): _____
Lot(s): 102, _____, _____, _____, _____, _____ Block: V Section: RIV

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

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

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
James E. Dubacher
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500⁰⁰ per lot.

MB 5/15/2017
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: RCA 5/25/17
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 05-15-17
Department Name / Employee Name / Date
Request made by: Nancy Johnson 208-994-2216
Name / Phone
3874 North Packer Coconut Aline ID 83815
Address

The request is for: Repurchase of Lot(s) Samuel or Christina
 Transfer of Lot(s) from Johnson to Nancy Johnson

Niche(s): _____
Lot(s): 01, 02, _____, _____, _____, _____. Block: 71 Section: C

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

Copy of Deed or Certificate of Sale must be attached.

Person making request is Owner / Executor* / Other* _____

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

Title transfer fee (\$ 4000) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 01275692

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / No
- 2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

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

CMB 5/15/17
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / No.

Person making request is authorized to execute the claim: RPA 5/25/17
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis
Department Name Employee Name Date
Request made by: Cori, Rosalind T. Cell 208-660-3251
Name Phone
2234 East Sundown Drive Coeur d'Alene ID 83815
Address

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

Niche(s): _____
Lot(s): 24, _____, _____, _____, _____, _____ Block: 15 Section: A-ORE

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

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

Person making request is Owner / / Executor* / / Other* _____

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

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800⁰⁰ per lot.

MB 5/18/2017
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: PRA 5/25/17
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 05/24/2017
Department Name Employee Name / Date

Request made by: Linda Soderlund
Name / Phone
9423 North Ash St. Hayden ID 83835
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Linda Gable to Connie Gable or
Arson W. Gable

Niche(s): _____
Lot(s): 154, _____, _____, _____, _____, _____
Block: H Section: RIV

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or Certificate of Sale must be attached. PO Box 736
Person making request is Owner / / Executor* / / Other* Hayden

*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ 4000) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 01279677

ACCOUNTING DEPARTMENT Shall complete the following:
Attach copy of original contract.
[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:
1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Linda Gable
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.
MB 5/24/2017
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:
1. Quit Claim Deed(s) received: Yes / / No.
Person making request is authorized to execute the claim: PLA 5/25/17
Attorney Init. Date

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

City Clerk's Signature Date

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

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

Cemetery Supervisor's Signature Date

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

IDDL - CB1641471

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

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

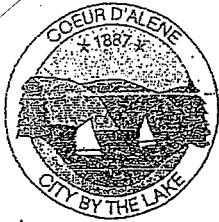
[Office Use Only] Amt Pd 5000
 Rec No 01287456
 Date 5/30/17
 Date to City Council: 06-06-17
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise <u>yes</u> <input type="checkbox"/> <u>no</u> <input type="checkbox"/> Transfer from <u>Rivettes</u> to <u>Martino Tuscan Grill</u>	\$ <u>5000</u>

Business Name	<u>Martino Tuscan Grill</u>
Business Mailing Address	<u>2360 Old Mill Loop Rd</u>
City, State, Zip	<u>Cda Id 83814</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact	Business Telephone: <u>208 930-0381</u> Fax: _____ Email address: <u>chef angelobrunson@gmail.com</u>
License Applicant	<u>Angelo m Brunson</u>
If Corporation, partnership, LLC etc. List all members/officers	



City of Coeur d'Alene

Municipal Services
Department

6 460-28
1278158
517-17 JM

City Hall, 710 E Mullan Avenue
Coeur d'Alene, Idaho 83814
(208) 769-2229 or Fax 769.2237
kathylew@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid April 1st - Oct 15th Annually 3/17 to 11/61

New applications or renewals with changes will be submitted to the City Council for approval. The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (First and Third Tuesday of each month). Payments are due with the application (check or cash only).

Name of Eating Establishment: RUSTIC CDA LLC

Applicant's Name: WARREN HEIT Phone Number: 650-387-7450

Contact Person: WARREN HEIT Phone Number: 650-387-7450

Cell-Phone: 650-387-7450 Email: warrenheit@yahoo.com

Mailing Address: 309 E SHERMAN AVE City/State/Zip: COEUR D'ALENE, ID 83814

Physical Address: 309 E SHERMAN AVE City/State/Zip: COEUR D'ALENE, ID 83814

Is Application New Renewal

Any change in ownership or type of use? No Yes _____
Please specify

Do you hold a current State of Idaho, Kootenai County and City of CDA alcohol license? No Yes

If yes, on your state of Idaho alcohol license do you have a restaurant designation? No Yes

Is anyone under 21 allowed in the area inside your establishment where alcohol is served? No Yes

Please supply a copy of your current menu.

What hours is the full menu available? Start 11:00 am End 9:00 pm

What days is the full menu available? 7 days a week

_____ Please supply a proposed site/seating plan, which is subject to approval and includes the following:

_____ Show table sizes and chair placement, distance from building (side street 24" tables max.)

_____ Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.

_____ What is width of sidewalk from property line to curb

_____ Please show location of refuse receptacle and disposal of cigarette remains

_____ Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000.00)

_____ Signed encroachment application

FEEES

12 Number of Seats x \$27.94 per seat (Sewer Cap Fee) = \$ 335.28

If located on sidewalk or City property, the encroachment fee is \$125.00. + \$ 125.00

TOTAL DUE \$ 460.28

If this is a new or renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following:

If serving alcohol, please submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.

Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation

Have sidewalk cored and posts installed with caps for winter at owners expense after obtaining City Council approval (see attached policy)

Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City. The encroachment agreement on file with the City shall remain in full force and effect until the permit is cancelled by owner, change of ownership of business, or permit is expired, non-renewed, revoked or denied. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10:00 p.m.

RUSTIC CORP LLC
W...

Applicant Signature

5/17/18

Date

Internal Use Only

Reviewed and approved on:

By:

Issued By:

Date:

Conditions:

Denied due to:

Date:

CITY OF COEUR d' ALENE
710 East Mullan (208) 769-2229
Coeur d' Alene, ID 83814-3958

HOLD HARMLESS AGREEMENT

I (WE) (APPLICANT) RUSTIC CDA LLC

IN CONSIDERATION FOR AN OUTDOOR EATING PERMIT LOCATED AT

(ADDRESS) 309 E SHERMAN AVE COEUR D'ALENE, ID

83814

HEREBY AGREES TO SAVE AND HOLD THE CITY OF COEUR d' ALENE HARMLESS

FROM ALL CLAIMS FOR PROPERTY DAMAGE, BODILY OR PERSONAL INJURY, DEATH, OR

OTHER LOSS OR DAMAGE RESULTING FROM THE ACTIONS OR OMISSIONS OF

APPLICANT RUSTIC CDA LLC

DOING BUSINESS AS RUSTIC

HIS/HER AGENTS, EMPLOYEES, OR ASSIGNS, IN THE OPERATION, MAINTENANCE OR

PERFORMANCE OF THIS OUTDOOR EATING PERMIT ON CITY PROPERTY

OR PUBLIC RIGHT-OF-WAY IN THE CITY OF COEUR d' ALENE, KOOTENAI COUNTY,
IDAHO.

RUSTIC CDA LLC
Name of Company

[Signature] Date: 5/17/17
By : Signature

Owner
Its: Title

We would like to have sidewalk bench outside restaurant.

PROPERTY LINE

FIRE EXTINGUISHER, IN SEMI-RECESSED CABINET. 2-A:10-B:C, 10 LB. TYP.

PROPERTY LINE

36"

6' 50"

121"

6' 5"

Lightpost

OCC
70 OCCUPANTS
TOTAL

ENTRY
101

KNOX BOX, 3200 SERIES.
MOUNTED @ 5'-6" ABOVE
FINISH GRADE.

46

2
REV

DOOR IS TO BE STICKERED W/ A SIGN SAYING
"THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING"

SIGN 'E'

SHERMAN AVENUE

B
e
n
c
h

16

192"

204"

8

96"

6' 5"

78"

1 OCC.

194"

PROPERTY LINE

121"

Tree

PLAN
NORTH



SITE PLAN & CODE ANALYSIS

SCALE: 1/4" = 1'-0"



CITY OF COEUR D'ALENE Encroachment Permit Application

If you are doing any construction or excavation work in the City right-of-way, or connecting to the City water or sewer, you must obtain an encroachment permit. Without all of the requested information (as it pertains to your project) your permit cannot be processed.

Job Address N SE W SHERMAN ST AVE DR RD P LN Cir Cl Wy Lp

Project Start Date 6/16/17 (or 1999) End Date 6/13/17

Type of Work Approach Curb Sidewalk Street Cut Sewer Connection Centennial Trail Prairie Trail

Obstructions Street/Alley Sidewalk Sidewalk Sealing A-Frame Signs

Insurance: Any work or encroachment in City right of way requires you to furnish the City with a Certificate of Liability Insurance naming the City of Coeur d'Alene as an additional insured. The liability minimum is \$500,000 combined aggregate policy for each occurrence. For outdoor eating the minimum is \$1,000,000. Please have the certificate written with an annual expiration date of 12/31. The cancellation clause (endeavor) clause must be amended to read 30 days written notice to the above named certificate holder and the remainder of the clause crossed off.

When the proposed work involves full or partial street closures, utility work, or street/alley cut, a site plan with a description of work and a detailed traffic control plan must be submitted with the application. The plan must conform to the MUTCD and show all required signs, barricades, cones, flaggers, detours, etc. and appropriate dimensions and wording (i.e. "Detour", "Road Closed Ahead", etc.)

Owner: WARREN HEIT Contact Person WARREN HEIT Phone USD 387-4750 Fax

Address(C/S/Z): 309 E SHERMAN AVE COA, ID 83814 Contact Person WARREN HEIT Phone USD-387-7450 Fax E-mail warrenheit@yahoo.com

Contractor: BY DANNER Contact Person WARREN HEIT Phone USD-387-7450 Fax E-mail warrenheit@yahoo.com

Address (C/S/Z): 309 E SHERMAN AVE COA, ID 83814 E-mail warrenheit@yahoo.com

Idaho Contractor Registration No. Expiration date (m/d/y):

City of Coeur d'Alene Drain Layers No. Expiration date (m/d/y):

State of Idaho Licensed Plumber No. Expiration date (m/d/y):

** Please contact Municipal Services for application, fees, requirements and/or questions on Drain Layers Licensing at 769-2229. ** (Drain Layers must have an Original Bond #2000, payable to the City, on file with Municipal Services in addition to the Liability Policy requirements and be a State of Idaho Registered Contractor)

All work must be inspected by a city inspector. All work must be inspected prior to placement of concrete but after the forms are set. Please schedule all inspections through the inspection line by calling 769-2391 at least 24 hours prior to when the inspection is needed. It is the responsibility of the contractor to notify Emergency Services, Schools, and Waste Management of ANY street or alley closures or traffic delays.

Owner/Authorized Agent [Signature] Date 5/17/17

BURGERS, WINGS & THINGS

gilled to perfection on our rustic potato buns, pairs well with beer

- burger w fries
- sliders w fries
- portobello w fries
- cda dog/dogette
- wings
 - asian zing buffalo, honey bbq
- zucchini chips
- mozzarella sticks

BAGUETTES & PANINIS

handmade sandwiches on house baked bread every batch from scratch

- artisan butter
 - specialty herb and sweet butters
- butter & swiss
 - sharp cheddar & swiss cheese
- hi-tip steak
 - brisket, pickled jalapos, tangy horseradish mayo
- chicken pesto
 - chicken, parmesan, roasted tomatoes, mozzarella
- ham & swiss
 - ham, swiss, Dijon, romaine, lettuce, butter
- smoked salmon
 - smoked salmon, cream cheese, onions, capers
- brie & apple
 - brie, green apple, fig spread
- turkey & avo
 - turkey, avocado, bacon, feta, cheddar
- caprese
 - mozzarella, roasted tomatoes, balsamic
- grilled cheese
 - blt or ham, cheddar, american, cheddar
- blt/all
 - bacon or avocado, lettuce, tomato, mayo
- tuna melt
 - tuna salad, tomato, swiss
- cucumber
 - cucumber, cream cheese, tomato
- nutella & fluff
 - nutella & marshmallows fluff

PIZZA SLICE/PIE

great thin crust slices and pies inspired by New York. perfected for Idaho.

- cheese
- meat
- veggie
- specialty

2 cheese slices	sandwich
chips, soft drink	chips, soft drink
cookie, soft drink	cookie, soft drink

SPUDS & SALADS

personalized, fresh, fast, and tasty.

- hand tossed salad
- side salad
- loaded baked potato
- fresh cut fries
- chili cheese fries

CHILI, MAC, & SOUP

these bowls warm your heart no matter the weather

- chili
- mac n cheese
- chili mac
- soups
- bread bowl

DESSERTS

life is sweet eat it up.

- fresh baked cookies
- chocolate chip snickerdoodle
- chocolate brownie
- funnel cake
- ice cream
- giant scoop, milkshake
- cookie combo, funnel combo

RESOLUTION NO. 17-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR SS-16-17 UNIVERSITY CITY COMMERCIAL TRACTS; AGREEMENT WITH KOOTENAI HUMANE SOCIETY; ACCEPTANCE OF BID AND CONTRACT WITH ARK COMMERCIAL ROOFING, INC., FOR REPAIRS TO WASTEWATER BUILDING; DECLARATION OF SURPLUS; ACCEPTANCE OF BID AND CONTRACT WITH POE ASPHALT PAVING, INC., FOR CHIP SEAL PROJECT; AND AGREEMENT WITH RIVER'S EDGE APARTMENTS, LLC, FOR CONSTRUCTION OF AND REIMBURSEMENT FOR SELTICE WAY WATER AND SEWER LINES, AND DRIVEWAY APPROACHES.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into or approve the contract(s), agreement(s), and 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 "F" and by reference made a part hereof, summarized as follows:

- A) SS-16-17 University City Commercial Tracts: approval of Final Plat, Subdivision Improvement Agreement & Security;
- B) Approval of an agreement with Kootenai Humane Society for Shelter Services;
- C) Acceptance of bid and approval of a contract with Ark Commercial Roofing, Inc., for repairs to the Wastewater Tertiary Membrane Filtration Building;
- D) Declare as surplus equipment and vehicles from the Street and Engineering Department;
- E) Acceptance of bid and approval of a contract with Poe Asphalt Paving, Inc., for the 2017 chip seal project;
- F) Approval of an agreement with River's Edge Apartments, LLC, for construction of and reimbursement for Seltice Way water and sewer lines, and driveway approaches;

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 or approve such contracts, 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 or approve the contracts, agreements, and other actions for the subject matter, as set forth in substantially the forms attached hereto as Exhibits "A" through "F" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contracts, agreements, or other actions so long as the substantive provisions of the contracts, 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 contracts, agreements, or other actions on behalf of the City.

DATED this 6th day of June, 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 EVANS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ENGLISH	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: June 6, 2017
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-6-17, University City Commercial Tracts: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Drew Dittman, Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: West side of Government Way between Seale Avenue (Private) and south of
Sunset Avenue and east of Cederblom Street.
- c. Previous Action:
 1. Preliminary plat approval, May 3, 2017

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$5,775.00 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 (sanitary sewer service, asphalt and sidewalk replacement) 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 June 6, 2018.

DECISION POINT RECOMMENDATION

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

UNIVERSITY CITY COMMERCIAL TRACTS

A PORTION OF THE NORTHEAST QUARTER OF SECTION 02, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, COEUR D'ALENE, ADOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____

NORTH-QUARTER CORNER
FOUND 2" ALUMINUM CAP
MARKED WITH PLASTIC CAP
WELL 1/2" DIA. 1/4" HIGH

35 02

NORTH-EAST CORNER
FOUND 2" ALUMINUM CAP
MARKED WITH PLASTIC CAP
WELL 1/2" DIA. 1/4" HIGH

36 01

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH BY 14° 47' WEST, SHOWN HEREON AND ON THE NE 1/4E, THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 4.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOW ANY, EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY ADVANCED TECHNOLOGY SURVEYING & ENGINEERING AND FILED AT BOOK 27 OF SURVEYS, PAGE 163, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) PLAT OF LOBO LODGE COMMERCIAL TRACTS FIRST ADDITION PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 1 OF PLATS, PAGE 88, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) PLAT OF SUNSET COMMERCIAL ADDITION TO MEYERDALE PREPARED BY GALE R. DANHAM AND FILED AT BOOK 1 OF PLATS, PAGE 185, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) PLAT OF SUNSET COMMERCIAL ADDITION PREPARED BY JOHN E. THOMPSON AND FILED AT BOOK 4 OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (B-1) OIL CLAIM DEED FILED AS INSTRUMENT NUMBER 233500000, RECORDS OF KOOTENAI COUNTY, IDAHO.

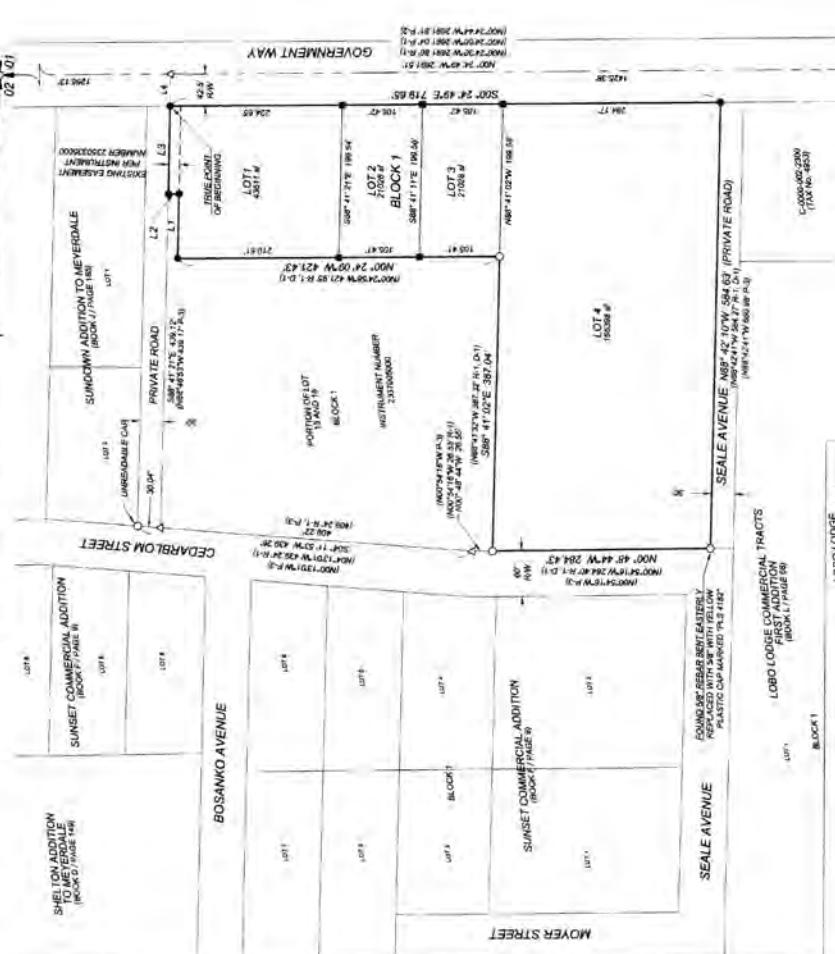
Line #	Direction	Length	Record Data
L-1	S88°41'27"E	44.72'	(R&E) 45'27" N. 1/2" R. L.D. 1
L-2	N07°10'28"W	14.04'	(R&E) 21'28" W. 1/4" R. 1
L-3	S88°41'27"E	114.78'	(R&E) 45'27" N. 1/2" R. 1
L-4	N88°41'27"W	43.52'	(R&E) 45'27" N. 1/2" R. 1

LEGEND

- SET 1/2" X 2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4187"
- SET 1/2" X 2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4187"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 3182" OR AS NOTED.
- △ CALCULATED POINT, NOTHING FOUND OR SET.
- PROPERTY BOUNDARY LINE
- PROPERTY LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- SECTION LINE



SCALE: 1" = 100'



LAKE CITY ENGINEERING
188 N. SCRIBNER WAY, STE 4
COEUR D'ALENE, IDAHO 83815
PHONE: 232-5745

CHECKED BY: _____
DRAWN BY: _____
SCALE: 1" = 100'
DATE: 03/02/2018
JOB NO: LCE 17006

EAST QUARTER CORNER
FOUND 2" ALUMINUM CAP
MARKED WITH PLASTIC CAP
WELL 1/2" DIA. 1/4" HIGH

36 01

UNIVERSITY CITY COMMERCIAL TRACTS

A PORTION OF THE NORTHEAST QUARTER OF SECTION 02, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, 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 ENGINEER _____

KOOTENAI COUNTY RECORDER

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

FEE \$ _____

DEPUTY CLERK: _____
JIM BRANNON, KOOTENAI COUNTY CLERK

COUNTY TREASURER'S CERTIFICATE

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

KOOTENAI COUNTY TREASURER: _____

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20__

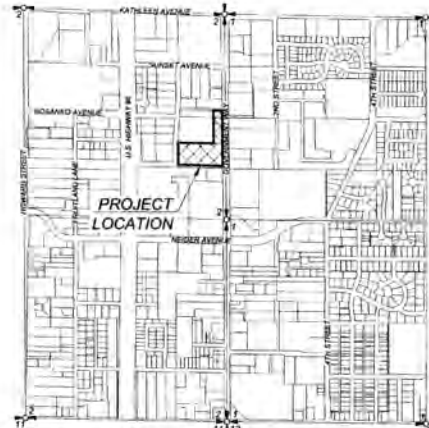


HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 9, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (LPE) 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. BUYER IS CAUTIONED 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 SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED. IN ACCORDANCE WITH SECTION 10-1302, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHED REQUIRING DRINKING WATER OR SEWER-SEPTIC FACILITIES SHALL BE ALLOWED.

DATED THIS _____ DAY OF _____, 20__

PANHANDLE HEALTH DISTRICT 1



EAST HALF SECTION 2 & WEST HALF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST
VICINITY MAP
SCALE: 1" = 100'

OWNER'S CERTIFICATE AND DEDICATION

BE IT FURTHER KNOWN THAT UNIVERSITY CITY, INC., A WASHINGTON CORPORATION, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS UNIVERSITY CITY COMMERCIAL TRACTS, BEING A REPLAT OF A PORTION OF LOT 18 AND A PORTION OF LOT 18 OF THE PLAT OF SUNSET COMMERCIAL ADDITION FILED IN BOOK # OF PLATS AT PAGE #, RECORDS OF KOOTENAI COUNTY AND A PORTION OF LOT 18 OF MEYERDALE ADDITION FILED IN BOOK B OF PLATS AT PAGE #, RECORDS OF KOOTENAI COUNTY AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 02, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 2 BEING A 3 INCH BRASS MARKED PLS 10338 IN MONUMENT WELL PER CPM# 217322594, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 88° 14' 41" WEST, 2848.45 FEET; THENCE ALONG THE EAST LINE OF SAID SECTION 2 SOUTH 00° 24' 00" EAST, 1306.13 FEET; THENCE LEAVING SAID EAST LINE NORTH 88° 41' 21" WEST, 42.50 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GOVERNMENT WAY BEING ALSO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 00° 24' 40" EAST, 719.85 FEET TO THE SOUTHEAST CORNER OF PARCEL B OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 2337090000; THENCE ALONG THE SOUTH LINE OF SAID PARCEL B, NORTH 88° 42' 10" WEST, 264.63 FEET TO THE EAST RIGHT OF WAY OF CEDARBLOND STREET; THENCE ALONG THE SAID EAST RIGHT OF WAY, NORTH 00° 44' 44" WEST, 267.43 FEET TO THE WESTERLY COMMON CORNER OF SAID PARCEL B AND PARCEL A OF SAID INSTRUMENT NUMBER; THENCE ALONG THE COMMON LINE OF SAID PARCEL A AND PARCEL B, SOUTH 88° 41' 02" EAST, 387.04 FEET; THENCE CONTINUING ALONG SAID COMMON LINE, NORTH 00° 24' 04" WEST, 421.43 FEET; THENCE CONTINUING ALONG SAID COMMON LINE, SOUTH 88° 41' 21" EAST, 34.18 FEET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A, NORTH 00° 10' 28" WEST, 14.08 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 88° 41' 21" EAST, 114.18 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 3.787 ACRES OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT:
SANITARY SEWER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE
DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

IT JAMES MAGNUSON, PRESIDENT _____ DATE _____
UNIVERSITY CITY, INC.

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS.
ON THIS _____ DAY OF _____ IN THE YEAR 20__ BEFORE ME,
PERSONALLY APPEARED H. JAMES MAGNUSON, KNOWN AND IDENTIFIED TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION 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 UNIVERSITY CITY COMMERCIAL TRACTS IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND THAT ALL CORNERS WILL BE SET IN ACCORDANCE WITH IDAHO CODE 90-1231 & 90-1303.

David Schumann _____ 3/17/2017
DAVID SCHUMANN, PLS #192 DATE

		CHECKED BY: _____ DES
		DRAWN BY: _____ MAL
		SCALE: _____ N/A
		DATE: 03/02/2017
<p>2</p>		<p>2</p>
<p>360 N. SCHNEIDER WAY, STE 1 COEUR D'ALENE, IDAHO 83815 PHONE: 208-678-0039</p>		

AGREEMENT TO PERFORM SUBDIVISION WORK
University City Commercial Tracts (SS-6-17)

THIS AGREEMENT, made this 6th day of June, 2017, between University City, Inc., whose address is PO Box 469, Wallace, ID 83873-0469, with H. James Magnuson, 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, subject to completion of the required improvements, the subdivision plat of University City Commercial Tracts, a four (4) lot, commercial development in Coeur d'Alene, situated in the Northeast ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho

NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Installation of a sanitary sewer service lateral for Lot 3 on or before the 6th day of June, 2018. Said improvements are more particularly described on the submitted estimate of probable construction costs dated May 23, 2017, attached as Exhibit "A", compiled by Drew C. Dittman, PE, #11138 of Lake City Engineering, Inc., whose address is 126 E. Poplar Avenue, Coeur d'Alene, ID 83814.

The Developer, prior to recording the plat, shall deliver to the City security in the amount of Five Thousand Seven Hundred and Seventy-five and 00/100 Dollars (\$5,775.00), which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare 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

University City, Inc

Steve Widmyer, Mayor

H. James Magnuson, President

ATTEST:

Renata McLeod, City Clerk

University City Commercial Tracts
Bonding Estimate
LCE 17-006

	<u>Quantity</u>	<u>Unit Type</u>	<u>Unit Cost</u>	<u>Total</u>
Sanitary Sewer Service Lot 3	1	EA	\$750.00	\$750.00
Sawcut Existing	1	EA	\$250.00	\$250.00
Traffic Control	1	LS	\$850.00	\$850.00
AC / Sidewalk Replacement	1	LS	\$2,000.00	\$2,000.00
			Total Cost:	\$3,850.00

150% Bond Increase: \$1,925.00

Bond Amount: \$5,775.00



5/23/17

CITY COUNCIL
STAFF REPORT

DATE: May 11, 2017
FROM: Dave Hagar, Police Captain
SUBJECT: Agreement for Shelter Services

DECISION POINT: The Police Department respectfully requests that Council enter into an Agreement for Shelter Services with the Kootenai Humane Society.

HISTORY: The City of Coeur d' Alene and the Kootenai Humane Society have engaged in an agreement for many years for the Humane Society to house animals picked up by animal control and transferred to their care.

There are no substantive changes sought by either party to the Agreement that is due to expire on June 20, 2017, other than allowing the Agreement to renew annually unless either party requests a change to the Agreement.

FINANCIAL ANALYSIS: There are no financial changes to the fees to the city currently pays regarding the housing of strays, quarantined animals or animals transferred for euthanasia or disposal.

PERFORMANCE ANALYSIS: This Agreement will allow the ongoing coordination between the City and the Kootenai Humane Society to continue and allow for the humane transfer and care of animals that come into the control of the Coeur d'Alene Police Department.

RECOMMENDATION: The Police Department recommends that Council approve the Agreement.

AGREEMENT FOR SHELTER SERVICES

This Agreement is made and entered into this ____ day of _____, 2017, by and between the **KOOTENAI HUMANE SOCIETY, INC.**, an Idaho non-profit corporation, hereinafter referred to as "KHS," and the **CITY OF COEUR D'ALENE**, a municipal corporation, hereinafter referred to as the "CITY."

WHEREAS, KHS currently operates an Animal Shelter facility (hereinafter referred to as the "Shelter"), located at 11650 N. Ramsey Rd., Hayden, ID, 83835, which provides impound, board, and care for impounded dogs and other animals; and

WHEREAS, the CITY has adopted Chapter 6.25, Coeur d'Alene Municipal Code, which authorizes the seizure and impoundment of dogs under certain circumstances; and

WHEREAS, the CITY does not presently have its own facility in which to house impounded dogs; and

WHEREAS, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by the CITY; and

WHEREAS, the City and KHS entered into an agreement on July 21, 2015, pursuant to which KHS agreed to issue dog license tags to City residents and to house all dogs impounded by the City for good and sufficient consideration; and

WHEREAS, the July 21, 2015, agreement will expire on June 20, 2017; and

WHEREAS, the CITY and KHS desire to continue their relationship covered by the prior agreement into the future.

NOW, THEREFORE, the parties agree as follows:

- I. **TERM:** The term of this Agreement shall be one (1) year, commencing at 12:01 A.M. on June 21, 2017, and expiring at midnight on June 20, 2018. This Agreement will automatically renew for successive one (1) year terms until either party gives the other party written notice that the Agreement will not be renewed after the then current term. The notice required by this section must be provided at least (30) days prior to the end of the then current term.
- II. **FEES:** As consideration for the services to be provided by KHS pursuant to this Agreement, CITY agrees to pay to KHS
 - A. A fee of \$85.00 for any dog held at the Shelter and not claimed by the dog's owner within five (5) days of delivery of the dog by the CITY to the Shelter, unless otherwise specified herein.

- B. A fee of \$85.00 per dog, plus \$20.00 per day after five (5) working days, for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes. For purposes of this Agreement, "working day" shall mean a day when KHS is open to the public.
- C. A fee of \$40.00 per cat, pet rabbit, or pet rodent (e.g., a ferret) held at the Shelter and not claimed by the pet's owner within 5 days of delivery of the pet by the CITY to the Shelter, unless otherwise specified herein.
- D. A fee of \$40.00 per litter or group of kittens, pet rabbits or pet rodents held at the Shelter and not claimed by the owner within five (5) days of delivery of the litter or group by the CITY to the Shelter, unless otherwise specified herein.
- E. A fee of \$25.00 for each dog or cat brought to KHS by the CITY for euthanasia and disposal.
- F. A fee of \$15.00 for each dead animal brought to KHS by the CITY for disposal.

KHS shall submit a monthly statement by the 10th day of each month which contains an itemization of all fees accrued on behalf of the CITY and all amounts owed to KHS by the CITY for the animals held at the shelter for the previous month. The CITY agrees to pay the statement by the 1st Monday following approval by the City Council.

III. SERVICES:

- A. KHS agrees to issue dog license tags to CITY residents on behalf of the CITY during the hours the Shelter is open for impounded, unlicensed dogs that are current on their rabies vaccination. KHS shall process license applications as directed by the CITY and shall be compensated in the amount of the license fee for each properly completed application. KHS will send out renewal letters for renewing CITY licenses on a monthly basis.
- B. KHS agrees to house all animals impounded by the CITY at the Shelter, or at such other location as KHS may acquire and/or operate as an animal shelter during the term of this Agreement, and to house those animals under the following terms and conditions:
 - 1. Hours of Operation. The Shelter shall be open to the public for CITY business seven days per week, at a minimum from Noon to 6:00 p.m., Monday through Saturday, and Noon to 4:00 p.m. on Sunday, except for recognized CITY holidays when the Shelter may be closed.
 - 2. Shelter Conditions. The Shelter shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by KHS shall be provided in accordance with local laws and the laws of

the State of Idaho. The KHS shall use humane methods in the care, euthanasia and disposition of any animal coming under its jurisdiction.

3. Animal Confinement – Impound Time Requirements. The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.
 - a. Lost or Stray Animals - KHS shall hold an impounded lost or stray animal for not less than five (5) working days, or for such time as KHS or the CITY has other reason to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
 - b. Quarantined or evidence dogs. KHS shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises KHS in writing that the dog no longer needs to be quarantined or is no longer needed for evidentiary purposes.
 - c. The CITY may increase any minimum holding period by providing verbal/ written notice to KHS. Any request by the CITY to increase holding periods will result in additional fees as described in SECTION II of this Agreement.
 - d. Upon expiration of minimum holding periods, all animals shall become the property of KHS.
 - e. At the completion of hold periods no further charges or fees shall accrue to the CITY.

4. Disposition of Animals.
 - a. KHS may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog or other pet animal not claimed by its owner or custodian within the prescribed holding period.
 - b. Animals relinquished by their owners shall be immediately transferred to KHS for consideration for its adoption program or other disposition.
 - c. Injured or diseased animals, or newborn animals unable to feed themselves may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease or injury is a

condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should first be provided appropriate medical treatment or, in extreme cases, considered for other disposition.

- d. Any animal that becomes the property of KHS and is adopted through the KHS adoption program pursuant to this Agreement shall be spayed/neutered prior to its release to its new owner. KHS may accept a spay/neuter deposit in lieu of spaying or neutering a dog prior to adoption if KHS determines the circumstances, such as age or health of the dog, warrant release without surgery.

5. Animal Retrieval.

- a. Prior to KHS delivering an animal impounded pursuant to this Agreement to anyone claiming it during the minimum holding period, KHS shall collect from that person any relevant fees established by CITY ordinance. Such fees shall accrue to KHS. The CITY will provide KHS with a copy of its current fee schedule setting forth relevant impound fees.
- b. Prior to KHS delivering an animal impounded pursuant to this Agreement to anyone claiming it during the minimum holding period, KHS will notify the owner of any CITY citation issued. Penalties or fines associated with a citation shall accrue to the CITY.
- c. Prior to releasing any dog impounded pursuant to this Agreement to its owner, KHS shall determine whether or not the dog is current on its rabies vaccination and whether it requires a CITY dog license. If the dog is not current on its rabies vaccination, but the KHS Veterinarian is on site, KHS will vaccinate the dog, and issue a CITY license if one is required. If the dog is not current on its rabies vaccination, and the KHS Veterinarian is not on site, KHS shall release the dog to its owner, along with a "Reclaim Form Without Proof of Current Rabies Vaccination," which advises the dog owner that he/she has three (3) business days to vaccinate their dog and purchase a City dog license, if one is required. It shall be the responsibility of the CITY to follow up with the dog owner and ensure the dog was vaccinated and is currently licensed.
- d. When releasing other animals impounded pursuant to this Agreement, KHS shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through

a vaccination record signed by a veterinarian or similar identification.

6. Veterinary Services Animals impounded pursuant to this Agreement which are diseased or injured shall receive veterinary care by KHS in an amount not to exceed the actual cost of \$100.00, including any services and medications. The CITY will be responsible for the costs of these services. A disease or injury is a condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition only after notification to and concurrence by the CITY.

IV. RECORD KEEPING:

- A. KHS shall maintain an accounting of all animals received pursuant to this Agreement, services rendered, and fees collected. Statements shall be issued by KHS for all fees received on behalf of the CITY. The accounting shall include the intake and disposition of all animals received pursuant to this Agreement, and any licenses issued or renewed. Said accounting shall be delivered monthly to the CITY's designee.
- B. The CITY reserves the right to review all records and conduct an audit of KHS's records relating to animals impounded and services rendered pursuant to this Agreement.

V. TERMINATION:

- A. Termination for Convenience. Either party may terminate this Agreement upon ninety (90) days' written notice to the other party. Within ninety (90) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. Termination for Default. In the event that KHS fails to provide services or follow CITY procedures and practices as required by this Agreement, the CITY may terminate this Agreement for cause. Prior to termination, the CITY shall provide written notice to KHS of such default for failure to provide services or follow CITY procedures or practices, and give KHS thirty (30) days from the date of written notification to cure the default. In the event KHS fails to cure the default within the thirty (30) days, the CITY may immediately terminate this Agreement.

- VI. **INDEMNIFICATION AND INSURANCE:** To the extent permitted by law, the CITY and KHS each agree to save, indemnify, defend and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim arising out of the performance of this Agreement, and attributable

to the negligent actions of the indemnifying party. KHS, as the service provider, shall promptly notify the CITY of any such claims of which it has knowledge and shall cooperate fully with the CITY or its representatives in the defense of the same.

KHS shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, and injuries to or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, employees, or anyone directly or indirectly employed by KHS. The minimum amount of insurance shall be Five Hundred Thousand Dollars (\$500,000). The policy shall name the CITY as additional insured and shall require a minimum of thirty (30) days' notice if the policy is canceled for any reason.

All insurance required under this section shall be maintained in full force and effect at KHS' expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the City upon request.

VII. SEVERABILITY: If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and this Agreement shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable as agreed by the parties.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF COEUR D' ALENE

KOOTENAI HUMANE SOCIETY INC.

Steve Widmyer, Mayor

By Deborah A. Jeffrey
Its Executive Director
Date: 5/10/2017

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By _____
Its _____

CITY OF COEUR D'ALENE
PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: May 22, 2017

FROM: James Remitz, Capital Program Manager

THRU: Renata McLeod, Municipal Services Director
Randy Adams, Chief Civil Deputy City Attorney

**SUBJECT: Roof Repair Price Quote for the
TMF Building**

DECISION POINT: The City Council may desire to approve the price quote obtained from ARK Commercial Roofing Inc. for the repair of the roof of the Tertiary Membrane Filtration (TMF) Building located at 1015 Academic Way. The roof was damaged by a fallen tree that occurred during the process of removing the tree by Sun Valley Tree Service in February, 2017. The cost of this repair will be reimbursed by Sun Valley Tree Services' insurance company.

HISTORY: In order to construct the Tertiary Treatment Phase 2 improvements at the City of Coeur d'Alene's Advanced Wastewater Treatment Facility (AWTF), Sun Valley Tree Service was contracted to remove a number of ponderosa pine trees adjacent to the AWTF. During the course of the tree removal, one tree fell onto the corner of the TMF building damaging the roof. Sun Valley Tree Service's insurance company was notified of this claim and have instructed the City of Coeur d'Alene to obtain price quotes to repair the damaged building roof. The roofing company that originally installed the roof on this building in 2014, ARK Commercial Roofing, Inc., was contacted and submitted a cost estimate of \$44,362.00 to accomplish the repair work. Due to the magnitude of the cost and complying with the procurement requirements of Idaho Statute 67-2805(2)(a), wastewater staff contacted three (3) additional contractors that specialize in commercial roofing construction to obtain cost estimates for the repair work. After numerous attempts, wastewater staff has been unsuccessful in obtaining any additional cost estimates.

The following table demonstrates our attempts to contact and get price estimates for the repair:

Company Name	Date of 1 st Attempt	Date of 2 nd Attempt	Date of Site Visit	Result
C & K Roofing (Joe)	4-17-17 Called left message	4-21-17 Called left message	4-24-17 Scheduled site visit for 5-2-17	5-3-17 After site visit they declined to give an estimate
H & H Roofing (Paul)	4-17-17 Called Left message	4-21-17 Called Left message		No response
T & T Roofing (Matt)	4-21-17 Called Left message	4-24-17 Scheduled site visit for 4-25-17	4-25-17 Visited site	No response

FINANCIAL ANALYSIS: Since the cost of the roof repair will be reimbursed by Sun Valley Tree Services' insurance company, there will be no cost to the City.

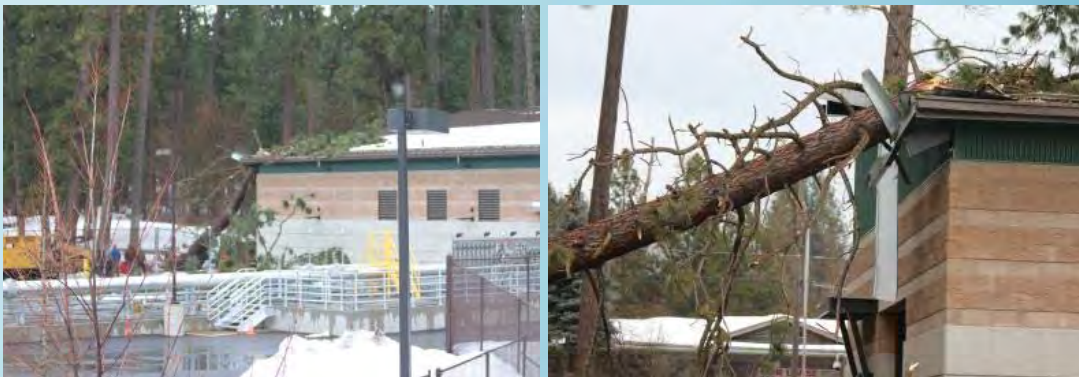
PERFORMANCE ANALYSIS: ARK Commercial Roofing Inc. has the experience and qualifications to do the work and wastewater staff is confident in their ability to perform the roof repair work.

RECOMMENDATION: Wastewater staff recommends that the City Council approve the price quote from ARK Commercial Roofing Inc. for \$44,362.00 to perform the roof repairs to the TMF Building located at 1015 Academic Way.

TMF Building

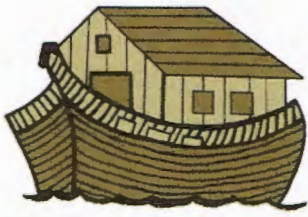


TMF Building February 15, 2017



Ouch!





ARK Commercial Roofing, Inc.



Coeur d' Alene WRF Tree Damage Repairs

2/15/2017

<u>ARK Standard Wages Quote</u>		Units	cost	cost
Truck/travel	Trips	10	\$50.00	\$500.00
Equipment				
Snorkel Lift	weeks	2	\$750.00	\$1,500.00
Fork Lift	weeks	2	\$800.00	\$1,600.00
Crane load roof panels	lot	1	\$650.00	\$650.00
Panel seaming machine	lot	1	\$950.00	\$950.00
Dump Truck with Dump Fees	lot	1	\$300.00	\$300.00
Materials				
Structural Metal Decking	sq. ft.	300	\$3.25	\$975.00
Freight and Crate	Lot	1	\$700.00	\$700.00
Structural framing elements	lot	1	\$250.00	\$250.00
Fake Beam Element	lot	1	\$1,000.00	\$1,000.00
Dens Deck Primed Substrate Board	sq. ft.	300	\$0.62	\$186.00
Substrate Board Fasteners	ea	60	\$0.45	\$27.00
Vapor Barrier	sq. ft.	300	\$0.50	\$150.00
R-30 Foam Insulation	sq. ft.	300	\$2.08	\$624.00
Insulation Fasteners	ea	60	\$0.90	\$54.00
Ice\Water Shield membrane	sq. ft.	300	\$0.50	\$150.00
Metal Roof Panels	sq. ft.	1100	\$2.25	\$2,475.00
Freight	lot	1	\$950.00	\$950.00
AEP Warranty inspection	lot	1	\$1,250.00	\$1,250.00
Panel clips	ea	250	\$0.75	\$187.50
Clip bearing plates for insulation	ea	250	\$1.20	\$300.00
Long length panel charge	ea	17	\$3.00	\$51.00
Panel factory notching	ea	17	\$3.00	\$51.00
Soffit panels	sq. ft.	160	\$2.00	\$320.00
Snow guards	lin	20	\$22.00	\$440.00
Flat sheet	sq. ft.	400	\$1.50	\$600.00
Sealants and Accessories	lot	1	\$125.00	\$125.00
Idaho Tax on Materials	Lot	1	\$630.00	\$630.00
Labor				
Demolition existing damaged items	hr.	64	\$46.97	\$3,006.08
Install metal decking and framing elements	hr.	16	\$46.97	\$751.52
Install substrate board	hr.	16	\$46.97	\$751.52
Install vapor barrier	hr.	8	\$46.97	\$375.76
Install foam insulatoin	hr.	16	\$46.97	\$751.52
Install ice/water shield	hr.	8	\$46.97	\$375.76
Install steel roof panel system	hr.	80	\$46.97	\$3,757.60
install fake beam element	hr.	8	\$46.97	\$375.76

11505 E. Trent Avenue • Spokane Valley, WA 99206-4633

Phone (509) 443-9300 • Fax (509) 443-9308

Resolution No. 17-039

Exhibit "C"

WA#: ARKCORI002MJ

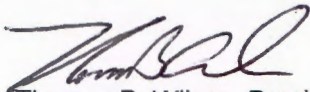
www.arkcommercialroofing.com

ID#: RCE-12638

Fabricate Flashings	hr.	32	\$46.97	\$1,503.04
Install metal Flashings	hr.	52	\$46.97	\$2,442.44
		0	\$46.91	\$0.00
		300		
Sub total				\$31,086.50
Overhead and profit 20% GP				\$7,771.63
Total				\$38,858.13

Wage Rates

	REG.	O.T.
WAGES	\$28.00	\$42.00
SUTA	\$1.60	\$2.40
FUTA	\$0.17	\$0.25
MEDICARE	\$0.42	\$0.63
SOCIAL SEC.	\$1.74	\$2.60
L & I	\$5.25	\$5.25
Health and Welfare (medical and retirement)	\$3.97	\$3.34
LIAB. INS.	\$3.32	\$4.98
Tools	\$2.50	\$2.50
	<u>\$46.97</u>	<u>\$63.96</u>
FULLY BURDENED LABOR	\$46.97	\$63.96



Thomas B. Wilson, President



ARK Commercial Roofing, Inc.



Coeur d' Alene WRF Tree Damage Repairs

2/15/2017

Davis Bacon Wages Quote

		Units	cost	cost
Truck/travel	Trips	10	\$50.00	\$500.00
Equipment				
Snorkel Lift	weeks	2	\$750.00	\$1,500.00
Fork Lift	weeks	2	\$800.00	\$1,600.00
Crane load roof panels	lot	1	\$650.00	\$650.00
Panel seaming machine	lot	1	\$950.00	\$950.00
Dump Truck with Dump Fees	lot	1	\$300.00	\$300.00

Materials

Structural Metal Decking	sq. ft.	300	\$3.25	\$975.00
Freight and Crate	Lot	1	\$700.00	\$700.00
Structural framing elements	lot	1	\$250.00	\$250.00
Fake Beam Element	lot	1	\$1,000.00	\$1,000.00
Dens Deck Primed Substrate Board	sq. ft.	300	\$0.62	\$186.00
Substrate Board Fasteners	ea	60	\$0.45	\$27.00
Vapor Barrier	sq. ft.	300	\$0.50	\$150.00
R-30 Foam Insulation	sq. ft.	300	\$2.08	\$624.00
Insulation Fasteners	ea	60	\$0.90	\$54.00
Ice\Water Shield membrane	sq. ft.	300	\$0.50	\$150.00

Metal Roof Panels	sq. ft.	1100	\$2.02	\$2,222.00
Freight	lot	1	\$950.00	\$950.00
AEP Warranty inspection	lot	1	\$1,250.00	\$1,250.00
Panel clips	ea	250	\$0.75	\$187.50
Clip bearing plates for insulation	ea	250	\$1.20	\$300.00
Long length panel charge	ea	17	\$3.00	\$51.00
Panel factory notching	ea	17	\$3.00	\$51.00
Soffit panels	sq. ft.	160	\$2.00	\$320.00
Snow guards	lin	20	\$22.00	\$440.00
Flat sheet	sq. ft.	400	\$1.50	\$600.00
Sealants and Accessories	lot	1	\$125.00	\$125.00
Idaho Tax on Materials	Lot	1	\$630.00	\$630.00

Labor

Demolition existing damaged items	hr.	64	\$63.31	\$4,051.84
Install metal decking and framing elements	hr.	16	\$63.31	\$1,012.96
Install substrate board	hr.	16	\$63.31	\$1,012.96
Install vapor barrier	hr.	8	\$63.31	\$506.48
Install foam insulatoin	hr.	16	\$63.31	\$1,012.96
Install ice/water shield	hr.	8	\$63.31	\$506.48
Install steel roof panel system	hr.	80	\$63.31	\$5,064.80
install fake beam element	hr.	8	\$63.31	\$506.48

11505 E. Trent Avenue • Spokane Valley, WA 99206-4633

Phone (509) 443-9300 • Fax (509) 443-9308


Resolution No. 17-039

Exhibit "C"

Fabricate Flashings	hr.	32	\$63.31	\$2,025.92
Install metal Flashings	hr.	52	\$63.31	\$3,292.12
		0	\$63.31	\$0.00
Sub total				\$35,735.50
Overhead and profit 20% GP				\$8,933.88
Total				\$44,669.38

Wage Rates

	REG.	O.T.
WAGES	\$49.30	\$73.95
SUTA	\$2.82	\$4.23
FUTA	\$0.30	\$0.44
MEDICARE	\$0.74	\$1.11
SOCIAL SEC.	\$3.06	\$4.58
L & I	\$5.25	\$5.25
Health and Welfare (medical and retirement)	(\$3.97)	(\$3.97)
LIAB. INS.	\$3.32	\$4.98
Tools	\$2.50	\$2.50
	<u>\$63.31</u>	<u>\$93.08</u>
FULLY BURDENED LABOR	\$63.31	\$93.08


 Thomas B. Wilson, President



CITY OF COEUR D'ALENE

WASTEWATER UTILITY DEPARTMENT

CITY HALL, 710 E. MULLAN AVE.
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281- FAX (208)769-2338

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

June 6, 2017

ARK Commercial Roofing, Inc.
11505 E. Trent Avenue
Spokane Valley, WA 99206-4633

Attn: Thomas B. Wilson

Dear Mr. Wilson:

The purpose of this letter is to confirm our agreement regarding the repair of the roofing on the TMF Building located at 1015 Academic Way for the City of Coeur d'Alene.

Your quote dated May 23, 2017 (attached) provides the City the most competitive price and is therefore accepted. We have agreed that starting on or about July 1, 2017 work will commence and be completed by September 30, 2017. The scope of work involves the repair of a portion of the TMF Building roof that was damaged by a fallen tree. It is further agreed that ARK Commercial Roofing, Inc. will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortuous act or omission by ARK Commercial Roofing, Inc. or any of its employees in performing this job. Partial payment for materials will be made upon a submission of material invoice(s). Final payment will be made only after completion of the work and acceptance by the City.

Before commencing work, the following must be provided to this office: 1) proof of worker's compensation insurance, and 2) a commercial general liability insurance policy naming the City as an additional insured with minimum policy amount of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence, regardless of the number of persons injured or the number of claimants. Additionally, Idaho law (I.C. 44-1001) requires that for all construction, repair or maintenance work performed for the City, the contractor must employ 95% bona fide Idaho residents unless the contractor employs less than 50 people. In that case up to 10% nonresidents may be employed on the job.

You further agree to comply with applicable Federal, State, and City anti-discrimination laws.

The invoices will be sent to the above address, with attention to James Remitz.

Please acknowledge this agreement and return it via e-mail to JREMITZ@cdaid.org.

Sincerely,

Contractor Acceptance of Terms

Signature: _____

Title: _____

Date: _____

Cc: City of Coeur d'Alene Legal Department

PUBLIC WORKS STAFF REPORT

DATE: May 8, 2017
FROM: Tim Martin, Street & Engineering Director
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT AND VEHICLES**

DECISION POINT:

The purpose of this report is for consent to declare various vehicles and used assets to be deemed surplus and authorization to auction.

HISTORY:

The description of the auction items has historically gone through the Public Works committee prior to Council for consent.

PERFORMANCE ANALYSIS

This equipment/ vehicles have been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

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

DECISION POINT:

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

List of items

Here is a brief description of each item,

- 1989 ¾ Chevrolet 93,000 miles. Vehicle is not in running order; burns excessive oil and has loose steering.
- 1995 ¾ ton Chevrolet that has 187030 miles and no longer a reliable vehicle. We purchased this as a used vehicle back in 2007 years ago and has been replaced. (888)
-
- (1) 1995 Kawasaki Mule & (1) 1999 Kawasaki Mule. Neither machine is in good working order; burn oil and unreliable
- Multiple hand mowers that were deemed surplus by the parks department
- The pressure washer is the unit that lived in the parks shop until it was replaced. It was determined that it would cost more to repair than replace when it quit working by a mobile technician that repairs pressure washers.
- Brush hog was assessed by your corporate shop and was declared non-repairable
- Multiple concrete saws were assessed by your corporate shop and was declared non-repairable







PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: May 22, 2017
FROM: Tim Martin, Streets & Engineering Director
SUBJECT: Approval of Low Bidder for the 2017 Chip Seal Project

DECISION POINT

Staff is requesting the City Council to approve Poe Asphalt Paving, Inc. as the low bidder for the 2017 Chip Seal Project.

HISTORY

The City of Coeur d'Alene received two responsive bids:

Poe Asphalt Paving, Inc.	\$ 479,848.30
RPI, Inc.	\$ 685,529.00
Engineer's Estimate	\$ 459,900.00

FINANCIAL ANALYSIS

The approved budget amount for the 2017 overlay and chip seal projects is
 \$730,000.00
 \$529,767.15 Overlay
\$201,405.53 Chip Seal

PERFORMANCE ANALYSIS

The City of Coeur d' Alene has a cooperative agreement with the City of Dalton and the City of Hayden for the contract management of the chip seal project. The City of Coeur d Alene is the lead agency. The price breakdowns for each city are in the table below.

Pay Item	Description	Pay Unit	Quantity	Unit Price	Total	CDA	Hayden	Dalton	Total
808.4.1.A.1	Chip Seal (1/4")	SY (Plan Qty)	90,050	\$ 1.83	\$164,792	\$95,579.07	\$0.00	\$69,212.43	\$164,791.50
808.4.1.B.1	Chip Seal (3/8")	SY (Plan Qty)	105455	\$ 1.83	\$192,983	\$54,035.14	\$138,947.51	\$0.00	\$192,982.65
808.4.1.C.1	Fog Seal	SY (Plan Qty)	200105	\$ 0.23	\$46,024	\$19,330.14	\$17,949.42	\$8,744.59	\$46,024.15
1103.4.1.A.1	Construction Traffic Control	LS	1	\$48,700.00	\$48,700	\$20,375.49	\$18,922.52	\$9,401.99	\$48,700.00
1103.4.1.B.1	Temporary Raised Pavement Markers - CDA	LS	1	\$ 2,400.00	\$2,400	\$2,400.00	\$0.00	\$0.00	\$2,400.00
1103.4.1.B.1	Temporary Raised Pavement Markers - Hayden	LS	1	\$ 1,800.00	\$1,800	\$0.00	\$1,800.00	\$0.00	\$1,800.00
2010.4.1.A.1	Mobilization	LS	1	\$23,150.00	\$23,150	\$9,685.68	\$8,995.00	\$4,469.32	\$23,150.00
ESTIMATED TOTAL CONSTRUCTION COST					\$479,848	\$201,405.53	\$186,614.44	\$91,828.33	\$479,848.30

The streets that will be chip sealed are in the Foothills Subdivision, Best Hills Meadows Subdivision and Government Way (Harrison North to I-90.)

RECOMMENDATION

Staff recommends a motion to approve Poe Asphalt Paving, Inc. as the low bidder and authorize the mayor to execute the contract for the 2017 Chip Seal Project.

CONTRACT
For
CITIES OF COEUR D'ALENE, HAYDEN, AND DALTON GARDENS
2017 CHIP SEAL PROJECT

THIS CONTRACT, made and entered into this 6th day of June, 2017, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **POE ASPHALT & PAVING**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho 83854, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the 2017 Chip Seal Project by the **CITY** according to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference; and

WHEREAS, this contract is specifically contingent upon the approval by the city councils of **Hayden** and **Dalton Gardens** of the award of the 2017 Chip Seal Project to the **CONTRACTOR** pursuant to the terms and conditions of the contract documents. If either the city council of **Hayden** or the city council of **Dalton Gardens** fails to approve the award, the contract may, at the sole option of the **CITY**, be withdrawn.

THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY** and the cities of Hayden and Dalton Gardens, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the **CITY**'s Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY**, and the cities of **Hayden and Dalton Gardens**, harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY, Hayden, and Dalton Gardens** as insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the insurance shall comply with at least the minimum requirements

of Title 6, Chapter 9, Idaho Code. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Four Hundred Seventy Nine Thousand Eight Hundred Forty Eight/30 Dollars (\$479,848.30).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of working days allowed for completion of the Contract work shall be 20 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1500) per calendar day, which sums shall not be construed as a penalty.

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

Further, the **CONTRACTOR**, in consideration of securing the business of construction of the works to be constructed under this contract, and recognizing the business in which he is engaged is of a transitory character and that, in the pursuit thereof, his property used therein may be outside the state of Idaho when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises, and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That, if the said taxes, excises, and license fees are not payable at the end of said term, but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the **CITY** may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

The term “**CONTRACT DOCUMENTS**” means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. _____, dated _____, _____

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

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

CITY OF COEUR D'ALENE

**CONTRACTOR:
POE ASPHALT & PAVING**

Steve Widmyer, Mayor

Brian Poe, Division Manager

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

PUBLIC WORKS STAFF REPORT

DATE: May 16, 2017
FROM: Mike Gridley – City Attorney
SUBJECT: Agreement with River’s Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches (Stimson office site)

=====

DECISION POINT:

Should the City Council approve the Agreement with River’s Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches?

HISTORY:

The property is a 3.85 acre parcel located at 2772 W. Seltice Way and is located on the south side of Seltice and was previously the site of the Stimson Lumber Company office building. The Owner is proposing to build a total of 130 residential apartment units on the property. It has been determined that it is in everyone’s best interest to do the installation of the water and sewer lines and driveway approaches for the River’s Edge project as part of the Seltice Way Revitalization project rather later after the Seltice project is finished. This will save money and eliminate the need to disrupt the newly constructed path and right of way.

FINANCIAL ANALYSIS:

The estimated cost of the work is approximately \$40,000. The Owner will pay the actual cost of the work to be done by the City’s contractor, with reimbursement to be made within 30 days of completion of the work. There should be no financial impact on the City. The Agreement gives the City the right to withhold building permits until full payment is received.

PERFORMANCE ANALYSIS:

By installing this infrastructure as part of the Seltice Way project there will be less cost to the owner and less disruption to the public and the newly constructed Seltice Way.

DECISION POINT/RECOMMENDATION:

Staff recommends approving the Agreement with River’s Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches?

**AGREEMENT FOR CONSTRUCTION AND REIMBURSEMENT
FOR SELTICE WAY WATER AND SEWER LINES AND DRIVEWAY
APPROACHES
(Stimson Office Site)**

1. Parties: The parties to this agreement are the city of Coeur d'Alene (City) and River's Edge Apartments, LLC (Owner).
2. Purpose: The purpose of this agreement is to describe the construction of water and sewer lines and driveway approaches that will be done by the City as part of the Seltice Way revitalization project (Project) and the Owner's responsibility for reimbursement of the cost of construction.
3. Description of Reimbursable Construction Work: As part of the Project the City agrees to do the following work for the benefit of the Owner:

Stimson Office Site (Smaller Parcel)

- Install 80 LF of 8" Type 3034 SDR 35 gravity sewer pipe
- Install 500 LF of 12" Type C905 PVC water line
- Install 20 LF of 8" Type C905 PVC water line

Owner is responsible for cost of the associated valves and fittings necessary to complete the pipe installations.

Install two driveway approaches for ingress and egress to and from the Owner's property described and depicted in the site plan included with the Owner's application for the R-34 Density Increase special use permit in the C-17 zoning district (SP-1-17) but precisely located as follows:

The West Approach:

Per City standard details C-11 and C-13
Centered 15' east of the west property line.
26' wide with 20' radii

East Approach:

Per City standard details C-11 and C-13
Centered 149' west of the east property line
48' wide with 20' radii to accommodate a 16' wide landscaped median on the site.

4. Reimbursement: Owner agrees to reimburse City for the actual cost of the work as described in paragraph 3. Payment to the City by Owner shall be made within 30 days of completion of the work as certified by the Project consulting engineer.

5. Enforcement of Payment: City reserves the right to withhold building permits and/or certificates of occupancy from Owner until such time as full payment for the work is received by the City.
6. Dispute Resolution: The parties agree to work together to cooperate and resolve any issues or disputes that may arise from the Project work.
7. Amendments: This agreement may be amended or supplemented by written agreement signed by both parties or their designated representatives.
8. Condition: The Owner's obligations under this Agreement are conditioned upon the City completing annexation of the Owner's real property described in Exhibit "A" attached hereto.

CITY OF COEUR D'ALENE

RIVER'S EDGE APARTMENTS, LLC

By: _____
Steve Widmyer, Mayor

By: 
Name: Lancee G. Douglass

Title: member

ATTEST:

Renata McLeod, City Clerk

ANNOUNCEMENTS

OTHER BUSINESS

Administration Department
Staff Report

DATE: May 30, 2017
FROM: Sam Taylor, Deputy City Administrator
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

In the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$9.00 per space. This is an increase of \$2 per space and this increase is at the request of the Chamber, which is seeking to increase the total charged for this special event parking from \$15 to \$20.

It is anticipated that this lease will generate approximately \$8,400 to the City's parking fund. The Chamber is proposing to charge \$20.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for 23 traffic flaggers. This would be the sixth year of this partnership.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$20.00 for event parking the gross income to the Chamber should be approximately \$9,600.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking facilities: McEuen, Museum, Memorial Field and the gravel area, Independence Point, 4th and Coeur d' Alene as well as the upper Library lot, the paved lot south of City Hall. The Police Department will be using the lower City Hall parking lot which borders McEuen Field as a staging area for personnel.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for the community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

RESOLUTION NO. 17-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LEASE AGREEMENT WITH THE COEUR D'ALENE CHAMBER OF COMMERCE FOR USE OF CITY PARKING LOTS FOR THE 2017 FOURTH OF JULY HOLIDAY.

WHEREAS, the Finance Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a lease agreement with the Coeur d'Alene Chamber of Commerce for use of City parking lots for the 2017 Fourth of July Holiday, a copy of which lease agreement is attached hereto as Exhibit "A" and incorporated herein by reference; 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 lease 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 lease agreement with the Coeur d' Alene Chamber of Commerce, a copy of which lease agreement is attached hereto as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the City enter into a lease agreement with the Coeur d'Alene Chamber of Commerce 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 lease 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 Lease Agreement on behalf of the City.

DATED this 6th day of June, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2300
www.cdaid.org

May 30, 2017

Mr. Steve Wilson, Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Wilson:

Pursuant to City Council Resolution No. 17-040, approved on June 6, 2017, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed City parking lots for July 4, 2017:

- Paved lot south of City Hall
- Independence Point lot
- Museum lot
- Memorial Field Paved Lot
- 4th & Coeur d'Alene lot
- Coeur d'Alene Public Library
- McEuen Park Parking Facility

The term of the lease shall be 24 hours, starting at midnight on July 3, 2017, and ending at midnight July 4, 2017.

The rental amount for the lease shall be \$9.00 per space payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2017.

The lessee agrees that it will charge no more than \$20.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Steve Widmyer, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Renata McLeod, City Clerk

Date: _____

Date: _____

**CITY COUNCIL
STAFF REPORT**

DATE: May 31, 2017
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of a Cooperative Agreement between the City, Parkwood Business Properties, and Kootenai Health to fund the design and construction of the Ironwood Drive/Medina St intersection.

=====

DECISION POINT:

Staff is requesting approval of the Cooperative Agreement with Parkwood Business Properties and Kootenai Health for funding the design and construction of the Ironwood Drive/Medina St intersection.

HISTORY:

As a part of Kootenai Health’s transportation master plan to improve efficiency around the medical campus, Medina Street will be extended to create a signalized intersection with Ironwood Drive at the entrance to the Kootenai Health parking garage. The City has budgeted for and paid for the design of the intersection. Construction costs will be paid for by Parkwood Business Properties and Kootenai Health as defined in the agreement.

FINANCIAL ANALYSIS:

No additional funding is being requested, as construction costs are being paid for by Parkwood Business Properties and Kootenai Health.

PERFORMANCE ANALYSIS:

Approval of this agreement will provide for advancement of the Ironwood Drive/Medina Street intersection construction project.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve the Cooperative Agreement with Parkwood Business Properties and Kootenai Health.

RESOLUTION NO. 17-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A COOPERATIVE AGREEMENT WITH PARKWOOD BUSINESS PROPERTIES AND KOOTENAI HOSPITAL DISTRICT D/B/A KOOTENAI HEALTH FOR THE MEDINA STREET AND IRONWOOD DRIVE INTERSECTION PROJECT.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Cooperative Agreement, 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 Cooperative Agreement with Parkwood Business Properties and Kootenai Hospital District d/b/a Kootenai Health for the Media Street and Ironwood Driver intersection 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 6th day of June, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**COOPERATIVE AGREEMENT
MEDINA STREET, IRONWOOD DRIVE INTERSECTION, COEUR D'ALENE
KOOTENAI COUNTY, IDAHO**

PARTIES

THIS AGREEMENT is made and entered into this 18th day of May, 2017, by and between THE CITY OF COEUR D'ALENE (hereafter called The City), PARKWOOD BUSINESS PROPERTIES (hereafter called Parkwood), AND KOOTENAI HOSPITAL DISTRICT, d.b.a. KOOTENAI HEALTH (hereafter called Kootenai Health).

PURPOSE

Since 2014, Kootenai Health has been undergoing major expansion. A transportation master plan was prepared to help plan for traffic and roadway improvements in the area as the expansion of Kootenai Health and other medical campus growth occurs. With continued growth at the medical campus, revised access to Parkwood's Interlake Building and the Kootenai Health campus, the intersection at Medina Street and Ironwood Drive is a critical element to accessing the medical campus north and south of Ironwood Drive. The Medina Intersection project incorporates the general recommended layout from the transportation master plan. This improvement is a key element of the master plan strategy as it consolidates access for both Kootenai Health and Parkwood Interlake Building campuses, signalizes those maneuvers, and completes the plan to provide north-south connectivity to other streets in the grid, namely Emma Avenue. This agreement provides for development and construction responsibilities of each of the parties.

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

The Parties agree as follows:

SECTION I. THE CITY

1. The City has scheduled One Hundred Thirty-One Thousand Six Hundred Dollars (\$131,600) for engineering services with J-U-B Engineers, Inc. for surveying, design, and construction support as defined in the agreement dated May 10, 2016 with supplemental agreements between JUB and the City dated April 21, 2017.
2. The City will pre-purchase equipment for the project related to the signal including signal poles, junction boxes, signal controller and cabinet, foundation bolts and nuts, signal heads and related equipment, pedestrian signals and related equipment, and vehicle detection cameras and related equipment. The City is facilitating the purchase of

signal equipment due to the long lead time and schedule constraints relating to the project. The City will furnish the equipment to the appropriate contractor.

3. The City shall be reimbursed for the equipment by Kootenai Health and Parkwood.
4. The City has an existing Agreement with J-U-B Engineers, Inc. for surveying, design and construction support services. Engineer of Record services will be paid for by the City.

SECTION II. KOOTENAI HEALTH

1. Kootenai Health will be responsible for the construction of portions of the project adjacent to their property (north leg of intersection – Refer to the Medina Avenue Intersection Project Coordination Plan Sheet G-101 attached) including sidewalks, pedestrian ramps, curb and gutter, concrete flatwork related to the north island, junction boxes, conduit, and signal pole foundations. The City will pre-purchase the signal equipment and be installed by the Parkwood contractor. The signal equipment costs will also be the responsibility of Kootenai Health and Parkwood as defined below.
2. Kootenai Health will be responsible for 57% of the total project construction costs, inclusive of the costs in Section II. Kootenai Health Item 1 above.

SECTION III. PARKWOOD

1. Parkwood will be responsible for 43% of the project construction costs, inclusive to the Section II. Kootenai Health Item 1 costs above.
2. Parkwood will be responsible for securing a contractor for building the project excluding the items listed in Section II, Item 1 above with support from J-U-B Engineers, Inc. as the Engineer of Record.

EXECUTION

This Agreement is executed for The City by the Mayor, attested to by the City Clerk, with imprinted Corporate Seal of the City of Coeur d'Alene, executed for Kootenai Health by its authorized representative, and executed for Parkwood by its authorized representative.

ATTEST:

CITY OF COEUR D'ALENE

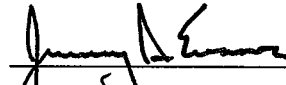
City Clerk

Mayor

(SEAL)

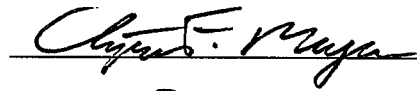
By regular/special meeting on
_____.

KOOTENAI HEALTH

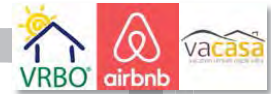


Title: EVP. Operations

PARKWOOD



Title: Partner



Planning Department Work Plan 2017



June 6, 2017



WHY A WORK PLAN?





RANKINGS TO IDENTIFY TOP 3-6 PROJECTS

- ❑ 32 projects assigned to Planning Department
- ❑ Projects ranked from *10 = "Must Do"* to *1 = "Don't Really Care"*
- ❑ Only three projects could be ranked as a "10"
- ❑ Planning Commission presentation & vote
- ❑ Commission review of priority projects
- ❑ City Council presentation & adoption of Work Plan



TOP RANKED PROJECTS



PLANNING COMMISSION RANKINGS

Continue working on ***Vacation Rental Ordinance*** and the ***Neighborhood Compatibility Ordinance***

- East Sherman Master Plan
- Comprehensive Plan Update
- General Zoning Code Amendments
- Spokane River Master Planning
- Amend Downtown Design Guidelines & Development Standards
- Amend Infill Design Guidelines
- Revise Design Review Procedures



STAFF RANKINGS

- Vacation Rental Ordinance
- East Sherman Master Plan
- General Zoning Code Amendments
- Comprehensive Plan Update
- General Subdivision Code Amendments
- *Neighborhood Compatibility Ordinance*
- Amend Downtown Design Guidelines & Development Standards
- Spokane River Master Planning



PRIORITY PROJECT HIGHLIGHTS



EAST SHERMAN MASTER PLAN

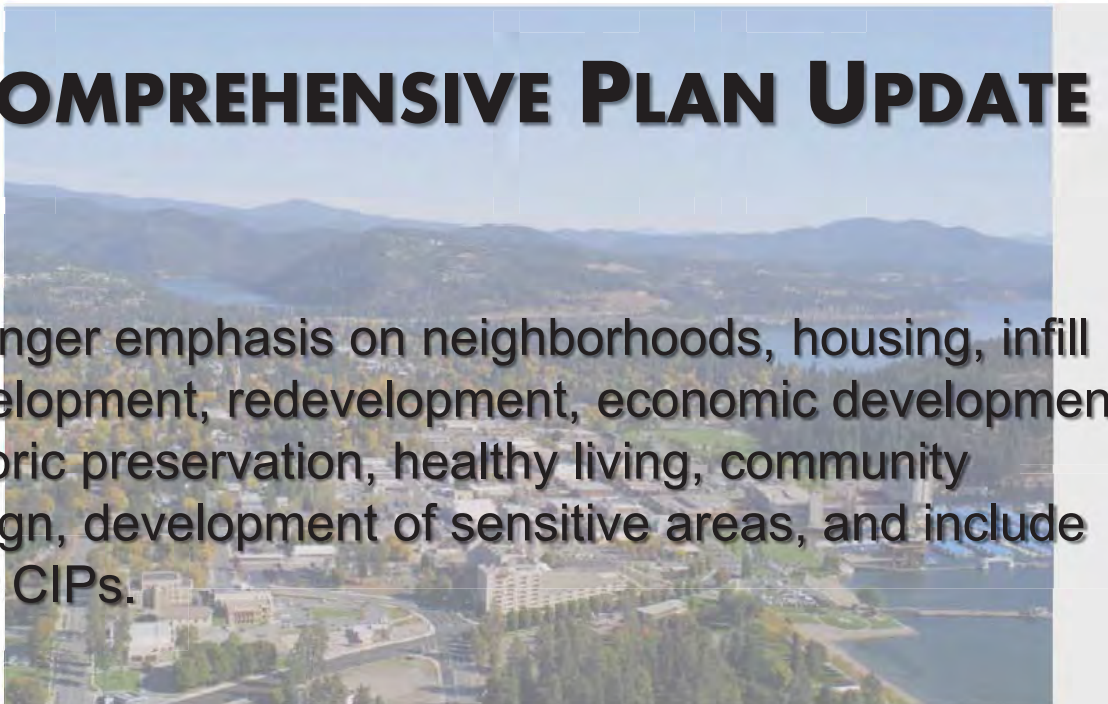
RECOMMENDED NEXT STEPS

- Reconvene advisory / stakeholder committee
- Apply for Community Builders technical assistance grant
- Community Involvement & Project Updates
 - Project webpage
 - Report master planning progress & accomplishments
 - Town Hall meetings
- Create Master Plan document with graphics & funding options
- PARK(ing) IT ON SHERMAN – 3rd Annual Event (Sept. 15th)



COMPREHENSIVE PLAN UPDATE

Stronger emphasis on neighborhoods, housing, infill development, redevelopment, economic development, historic preservation, healthy living, community design, development of sensitive areas, and include new CIPs.



Coeur d'Alene
Comprehensive Plan
(2007-2027)

COMPREHENSIVE PLAN UPDATE

It would also address 17 CDA 2030 action items

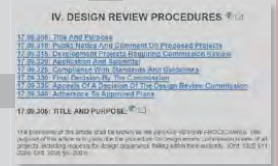
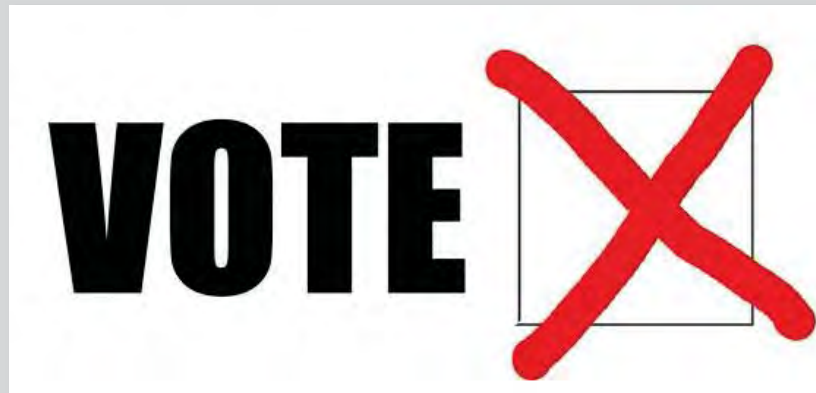
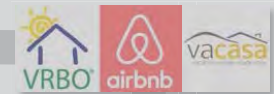


Coeur d'Alene
Comprehensive Plan
(2007-2027)

OTHER TOP RANKED PROJECTS

- ❖ Vacation Rental Ordinance
- ❖ General Zoning Code Amendments
- ❖ Spokane River Master Planning
- ❖ Amend Downtown Design Guidelines & Development Standards
- ❖ Amend Infill Design Guidelines
- ❖ Revise Design Review Procedures
- ❖ General Subdivision Code Amendments
- ❖ Spokane River Master Planning
- ❖ *Neighborhood Compatibility Ordinance*





PRIORITY PROJECTS (11 IDENTIFIED)

- ❖ Vacation Rental Ordinance
- ❖ East Sherman Master Plan
- ❖ Comprehensive Plan
- ❖ General Zoning Code Amendments
- ❖ Spokane River Master Planning
- ❖ Amend Downtown Design Guidelines & Development Standards
- ❖ Amend Infill Design Guidelines
- ❖ Revise Design Review Procedures
- ❖ General Subdivision Code Amendments
- ❖ Spokane River Master Planning
- ❖ *Neighborhood Compatibility Ordinance*

POSSIBLE PRIORITIZATION – OPTION 1

- | | |
|--|--|
| ❖ East Sherman Master Plan | ❖ Comprehensive Plan –
<i>Begin in late 2017</i>
<i>(Could address Spokane River Master Planning)</i> |
| ❖ Revise Design Review Procedures | ❖ Amend Infill Design Guidelines |
| ❖ General Zoning Code Amendments | ❖ Amend Downtown Design Guidelines & Development Standards |

* *Finish Vacation Rental Ordinance in June/July*

POSSIBLE PRIORITIZATION – OPTION 2

- | | |
|--|---|
| ❖ East Sherman Master Plan | ❖ Amend Infill Design Guidelines |
| ❖ Revise Design Review Procedures | ❖ General Subdivision Code Amendments |
| ❖ General Zoning Code Amendments | ❖ Amend Downtown Design Guidelines & Development Standards |

* *Finish Vacation Rental Ordinance in June/July*

* *Begin Comprehensive Plan Update in 2018*
(Could address Spokane River Master Planning)

Decision Point/Recommendation:

The City Council is being asked to review the list of priority projects, do a final prioritization, and adopt the 2017 Planning Department Work Plan with a list of the top three to six priority projects.



**URBAN FORESTRY
STAFF REPORT**

DATE: June 6, 2017
FROM: Katie Kosanke, Urban Forestry Coordinator
SUBJECT: Appeal of Denial of Tree Removal Permit – 2015 Hogan Street

DECISION POINT:

Should the City Council uphold or overturn the denial of a tree removal permit for three honeylocust trees within the Blalock right-of-way at 2015 Hogan Street?

HISTORY:

The Urban Forestry Ordinance requires that the Urban Forestry Committee members inspect tree removal permits and make recommendations regarding removal of public trees. The inspection form developed by the Urban Forestry Committee prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site, and nuisance factors. Ability to mitigate these concerns is considered in the values given. Trees can also be assigned positive points for providing assets such as environmental benefits, wildlife values and contributions to streetscape, neighborhood and the overall urban forest. An overall score of -40 is needed for allowing a removal. The average score for the trees was +5, insufficient for a removal/replacement permit. A committee group inspection form is attached.

Mr. Stewart, owner of the property at 2015 Hogan Street requested removal of three honeylocust trees within the Blalock right of way between the curb and the sidewalk. These trees are in a row of similar trees that extend throughout the entire neighborhood. Reasons cited included sidewalk infrastructure damage, likelihood of future damage to the street and underground utilities, specifically an underground Avista gas and electric line.

The committee inspected the trees and considered the site conflicts. The committee recommended tree removal if Avista sees any safety concerns. Staff spoke with Jamie Howard with Avista and he said that the trees do not present any threat currently to the underground utility lines. He mentioned that this is a common occurrence throughout the entire neighborhood. Avista is not insisting these or any other trees (planted over the lines) be removed in the neighborhood. If approved, Avista would not assist with the removal or the replacement. Avista's utility lines are located at 3-4 feet underground. Urban trees as these honeylocusts have a growing depth about 12-18 inches deep as indicated by the shallow rooting. The city's water department reported that the trees are not causing any problems with the water lines which are located in the street. The Street Department cited some damage to the curb and the street, but not any different than many other locations in town.

Although there are sidewalk conflicts (including one big lift), root pruning could be done while retaining the trees. The new sidewalk can be slightly sloped or narrowed near the trees which will assist in preventing future problems. Since the sidewalk problems can be resolved and Avista has confirmed the trees are not a threat to the utilities, the committee recommended to deny the request to remove the trees.

FINANCIAL ANALYSIS:

Tree removal and the required planting of a replacement trees are the responsibility of the abutting property owner.

PERFORMANCE ANALYSIS:

The trees have taken approximately 25 years to get to their current size and are healthy and providing values to the street and neighborhood. The problems cited can be mitigated by repairing the sidewalk and making deviations to the new sidewalk. Avista confirmed that the trees do not pose a safety threat. The Urban Forestry Committee also did not want to set a precedent for all of the other trees healthy trees in the neighborhood with similar conflicts.

DECISION POINT/RECOMMENDATION:

Should the City Council uphold or overturn the denial of a tree removal permit for three honeylocust trees within the Blalock right-of-way at 2015 Hogan Street?

The City Council can uphold the denial of a removal permit or overturn the denial of a removal permit and allow removal of one, two or all three trees with the understanding that required replacement tree(s) from the small street tree list must be planted within the right-of-way.

May 18, 2017

**ATTN: Katie Kosanke, Urban Forestry Coordinator
Coeur d'Alene Urban Forestry Committee
710 E Mullan Avenue
Coeur d'Alene, Idaho 83814**

RECEIVED

MAY 19 2017

CITY CLERK

Dear Ms. Kosanke and Urban Forestry Committee:

I received your letter of May 12, 2017 denying my request to remove a set of honeylocust trees between the sidewalk and streets on Blalock and Hogan streets adjacent to my property. I am notifying you that under the City of Coeur d'Alene Ordinance Section 12.36.245B I'm appealing your decision to the Coeur d'Alene City Council and the Mayor based on the following reasons that I shared with you in my original request.

- 1. After two visits to examine the site from Jamie Howard of Avista, Mr. Howard sent you an email supporting my request for the removal of the trees due to their being on top of the main Avista gas line that could possibly create a future danger of the large roots puncturing the gas line. This could become a major safety issue. The gas line is 27 years old thus not as stable or durable as more recent technology advanced durable gas lines. I was also informed by Mr. Howard that in today's residential developments Avista would not permit trees with such vast root systems to be planted above gas lines.**
- 2. If the line was punctured and caused bodily injury or death, the City of Coeur d'Alene could possibly be both criminally and civilly liable after being notified of the safety issue.**
- 3. It should also be noted that the city water line is below these particular trees. I should add the tree roots are extremely large. (See the enclosed exhibit.)**
- 4. After consulting with Specialty Tree Service, I was informed that even if one cuts the huge roots back and places a root barrier to protect the sidewalk the remedy is only temporary due to the huge size of the roots.**

- 5. The size and spread of the roots are actually breaking up the streets.**
- 6. The trees are gradually destroying the entire sidewalk that runs around the corners of Blalock and Hogan streets.**
- 7. One of the areas of the sidewalk has been so erupted that it is clearly in violation of the Americans with Disability Act that is actually a growing problem around the City.**
- 8. I had agreed to have the trees removed at my own expenses not asking for city funds.**
- 9. I find it troubling that the City insist on keeping trees of such major safety issues when there are so many types of trees that do not create such hazards.**

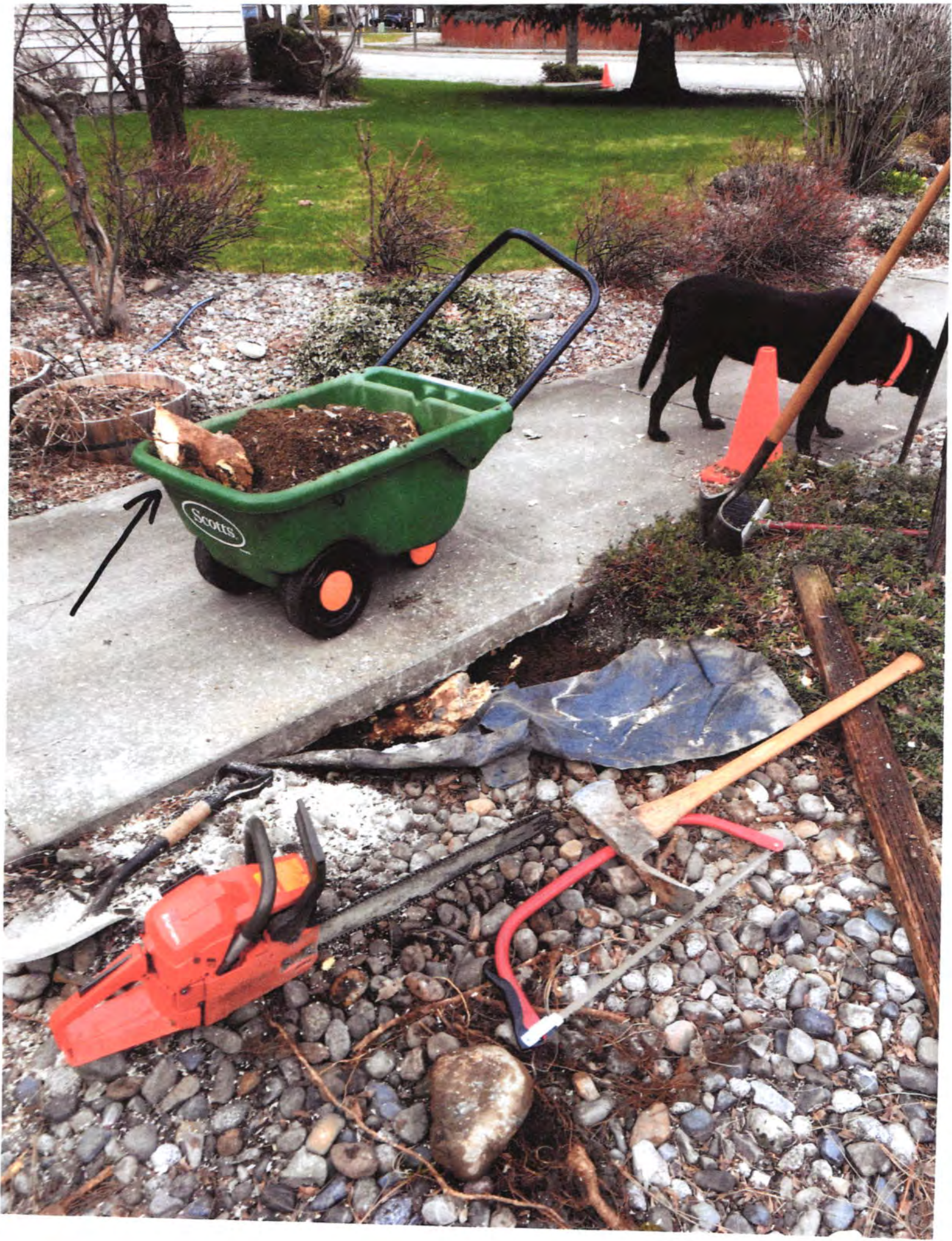
Therefore, I request the Coeur d'Alene City Council reverse your decision based upon the above arguments.

Sincerely,



**Tony Stewart
2015 Hogan Street
Coeur d'Alene, Idaho 83815
Mailing Address:
P O Box. 2725
Coeur d'Alene Idaho 83816**

**CC:
Mayor Steve Widmyer
Coeur d'Alene City Council**



Scott's



Urban Forestry

Appeal of Denial of Tree Removal Permit

2015 Hogan Street

Tree Removal Request

- Removal/replace request process





Reasons for removal

- Underground Utility Conflict (Avista utilities)
 - Avista cited not hazard
 - Location of utilities / roots
 - Many similar conflicts nearby
 - Avista not insisting removal
- Sidewalk conflicts
 - Deviations when repaired
 - Deep watering trees to reduce surface roots
- Street Conflicts
 - Some damage, nothing major
- Water line conflicts
 - No concerns, main water lines are under the street

Urban Forestry Committee Review & Recommendation

- Approve removal IF it is a safety issue
(Avista confirmed that it is not)
- Retain healthy trees
- Sidewalk can be repaired / deviations
- Neighborhood precedent
- Trees took 25+ years to get to this size



TREE INSPECTION FORM

Address: 2015 Hagan Tree Location: in strip on Blalock
 Species: Honey locust DBH: 10" / 10" Approx. Height: 45 (S) 29 (N)
 Reason(s) For Request: over top of Gas line?
 Inspection Date: 4-21-17 Inspector(s): K. Jones Bruce Martinez, Ben Fallock
St. Insuper & Son Summary Ball

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for **approved** tree removal.

	Points (Range)
TREE HEALTH (Biological)	- <u>0</u> (0 to -40)
Crown and Branches: (% live, green) <u>> 90%</u>	
Diseases: (List) _____	
Insects: (List) _____	
Root Rot Problems: _____	
TREE CONDITION (Structural Integrity)	- <u>0</u> (0 to -40)
Trunk: (rot, sweep, lean, cankers, forks) _____	
Branches/Wounds (damage, stubs, rot) _____	
Root Damage _____	
Existing Wind/Elements Problems _____	
Branch Condition _____	
SITE CONFLICTS	- <u>20</u> (0 to -40)
Interference with overhead utilities _____	
Roots (sidewalk, driveway, curb) <u>mid size sidewalk lifting</u>	
Obstruction: (traffic signs, vision triangle at intersection) _____	
Competing Trees _____	
NUISANCE FACTORS (list) _____	- _____ (0 to -10)
UNDESIRABLE SPECIES (Not on city list) _____	- _____ (0 to -10)
VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)	
Environmental (shade, etc.): _____	+ <u>5</u>
Visual Screen: _____	+ <u>5</u>
Historic: _____	+ _____
Wildlife: _____	+ _____
Aesthetic: (texture, form, line, color) _____	+ <u>5</u>
URBAN FOREST VALUE ("Big Picture") _____	+ <u>10</u> (+10 to -10)
TOTAL POINTS <u>Homeowners will remove + replace</u>	+ <u>25</u>

Comments and recommendations:

= +5 (correction)

① If AVISTA knows the trees removed maybe they should be responsible for removing based on the utility conflict NOT tree health.

Preference option → ② if retained - consider sidewalk fix combined w/ root barriers to prohibit root growth under sidewalk in future.

③ WE would approve removal/replacement if there is a serious safety issue w/ gas line



CITY OF COEUR D'ALENE
PARKS & RECREATION DEPARTMENT

CITY HALL, 710 E Mullan Avenue
Coeur d'Alene, Idaho 83814
208-769-2252 FAX: 208-769-2383

May 1, 2017

Mr. Tony Stewart
2015 Hogan Street
Coeur d'Alene, ID 83815

Dear Mr. Stewart,

I am writing in regard to a tree removal request in the right-of-way abutting your property at the above address. Members of the city's Urban Forestry Committee have inspected the three honeylocust trees along Blalock Drive and considered the removal request. The committee found the trees to be in overall good health and condition.

The city's tree inspection form prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site and nuisance factors. Ability to mitigate these concerns is considered in the values given. It can also be assigned positive points for things such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. A score of -40 is needed for approval to remove/replace a street tree. These honeylocust trees received an average score of ~~+25~~ **+25**.

The committee inspected the trees and considered the site conflicts including the sidewalk conflicts and concerns with underground utility lines. The committee asked for clarification from Avista in regards to the concern of the gas line and public safety. I spoke with Jamie Howard with Avista and he said that the trees do not present any threat currently to the utility lines. Although they would prefer to not have the trees at that spot (in case the line ever needs maintenance), this is a common occurrence throughout the entire neighborhood. They said that they would support the abutting property owner (you) removing these trees; however they are not insisting these or any other trees (planted over the lines) be removed in the neighborhood at this time. If approved, they would not be assisting with the removal or the replacement of these trees. I also verified with the city's water department that the trees are not causing any problems with the water lines.

Although there are sidewalk conflicts (including one big lift), root pruning could be done while retaining the trees. It also may be an option to slightly slope or narrow the sidewalk near the trees. Contact the city's Engineering Department for more information on sidewalk repair and allowable deviations. The cost-share tree program can assist with root pruning by a tree service if needed. The Engineering Department also has a program that provides some assistance when repairing sidewalks.

Since the sidewalk problems can be resolved and Avista has confirmed the trees are not a threat, the request to remove the trees has therefore been denied. As the abutting property

owner, you have the right to a hearing before City Council to appeal the denial of a removal permit. If you would like a hearing, please send a written request within ten days of receipt of this letter. The City Clerk will then put your appeal on the first available City Council hearing date. The appeals procedure is outlined in ordinance section 12.36.245B (enclosed). Denial of the permit now does not preclude re-applying again in the future.

Enclosed is a list of city-licensed tree services that are authorized to prune public trees (all give free estimates) that you could hire to do the root pruning when the sidewalk is repaired. The pruning by a licensed tree service qualifies for the cost-share program which I have also enclosed information about; pre-approval is required.

If you have any additional questions regarding the inspection findings or the appeal procedure, please feel free to contact me at 208-769-2266 or send an email to kkosanke@cdaid.org

Sincerely,

Katie Kosanke
Urban Forestry Coordinator

File #17-074

CC: Jamie Howard, Avista Utilities

KOSANKE, KATIE

From: Howard, Jamie <Jamie.Howard@avistacorp.com>
Sent: Wednesday, May 24, 2017 6:53 AM
To: KOSANKE, KATIE
Subject: RE: [External] 2015 Hogan Street

Hi Katie,

Because the trees are located directly over Avista's utilities (Gas Main and Primary wire) there is a possibility that they could be damaging our facilities. It is hard to tell without exposing our facilities to see. Due to the size of trees and damage they are doing to the surrounding infrastructure, I am concerned that they could be damaging our facilities, however we are not showing any interruption in service on those lines at this time.

The potential is there, but at this time I cannot prove that the trees are impacting our facilities at this time.

I hope that clears it up.

Jamie Howard

Customer Project Coordinator



1735 N. 15th Street
MSC-R3
Coeur d' Alene, ID 83814
P 208.769-1871
C 208.277.4602
jamie.howard@avistacorp.com

From: KOSANKE, KATIE [<mailto:KKOSANKE@cdaid.org>]
Sent: Monday, May 22, 2017 8:09 AM
To: Howard, Jamie <Jamie.Howard@avistacorp.com>
Subject: [External] 2015 Hogan Street

Hi Jamie,

The abutting property owner at 2015 Hogan Street has major concerns about the safety re: the potential of tree roots damaging Avista's utilities. You told me that the trees are not posing any threat to the utilities, but the owner seems to think otherwise. I wanted to be sure that I am not missing something. You mentioned that this is a similar occurrence throughout this neighborhood and although you would support removal (because of the unfavorable location), Avista is not insisting it at this location or any other locations, as there is no safety issue. Can you please provide some clarity if these trees are posing safety concerns or not?

Thank you,

Katie Kosanke
City of Coeur d'Alene

City of Coeur d'Alene
Tree Inspection Request / Permit Application

Requested by (name): Tony Stewart Tony Stewart

Email Address: tony.stewart@roadrunner.com

Physical Address: 2015 Hogan Street

Telephone: 208-765-3932

Referred by (name): Jamie Howard - Avista

Date: 4-13-17

Nature of Request:

Permit for: Pruning Removal Planting

Complaint of: Obstruction Hazard Other

Description, including exact location:

I requested that Avista Corp inspect the tree site and I had a friend with ATT dig up some roots that were huge that were running in all directions breaking up not only the side walk but also the city street. My grave concern is one of safety as the roots are going in all directions including downward toward Avista's gas line plus the city water line. This has become a serious safety issue that could cause a gas line eruption with a grave threat to life and property. The other issue is a violation of the Federal ADA Act. The trees are on the East side of the home on Black Street.

CITY COUNCIL STAFF REPORT

DATE: May 30, 2017
FROM: Mike Gridley – City Attorney
SUBJECT: Amendment to Grant of Easement for Marina Drive

=====

DECISION POINT:

Should the City Council accept the Amendment to Grant of Easement by Marina Yacht Club, LLC and Mark E. Hall, Anne C. Hall and Matthew Alexander Hall?

HISTORY:

In 1996 a Grant of Easement – Marina Drive was recorded granting an easement to the City for public ingress and egress on Marina Drive. However the easement that was granted is inconsistent with the actual location of Marina Drive as constructed. This amendment will match the legal description of the easement with the location of the road as constructed

FINANCIAL ANALYSIS:

There is no cost to the City.

PERFORMANCE ANALYSIS:

There is no change to the public use or the location of Marina Drive. The City Engineer has approved the location of the amended easement.

DECISION POINT/RECOMMENDATION:

Staff recommends approving the Amendment to Grant of Easement for Marina Drive.

RESOLUTION NO. 17-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AMENDMENT TO THE GRANT OF EASEMENT - MARINA DRIVE WITH MARINA YACHT CLUB, LLC, MARK E. HALL AND ANNE C. HALL, TOGETHER WITH MATTHEW ALEXANDER HALL.

WHEREAS, the City Attorney for the City of Coeur d'Alene requests an amendment to the Grant of Easement, a copy of which amendment is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be authorized;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to the Grant of Easement with Marina Yacht Club, LLC, Mark E. Hall and Anne C. Hall, together with Matthew Alexander Hall, pursuant to the amendment attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 6th day of June, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**AMENDMENT TO GRANT OF EASEMENT
MARINA DRIVE**

This Amendment to Grant of Easement is made on the date set forth below by and between the following parties: (1) Marina Yacht Club, LLC, an Idaho limited liability company, of P.O. Box 6200, Coeur d'Alene, Idaho 83816 (referred to herein as "Marina Yacht Club"); (2) Mark E. Hall and Anne C. Hall, both individually and as husband and wife, together with Matthew Alexander Hall, a married man dealing in his sole and separate property, all of 800 S. Marina Drive, Coeur d'Alene, Idaho 83814 (collectively referred to herein as "Hall"); and (3) the City of Coeur d'Alene, a municipal corporation duly organized and existing pursuant to the laws of the State of Idaho (referred to herein as "the City").

RECITALS:

WHEREAS, the parties hereto acknowledge the following:

(A) On September 19, 1996, a "Grant of Easement - Marina Drive" was recorded as Kootenai County Instrument No. 1462520 (referred to herein as "the Subject Easement").

(B) The Subject Easement granted an easement "in perpetuity for the benefit of [the City] for the purposes of public ingress and egress and access to [the City's] property more particularly described in Exhibit '1' attached [to the Subject Easement] and incorporated [t]herein by this reference." The legal description for the City property benefitted by the Subject Easement is as described on Exhibit '1' hereto.

(C) The real property burdened by the Subject Easement, as the location of the City's rights as Grantee thereunder, is inconsistent with the current location of Marina Drive. Pursuant to a certain "Agreement and Reciprocal Quitclaim Deed Regarding Lot Line Adjustments," recorded as Kootenai County No. 2562006000, the current location of Marina Drive is partially located on property owned by Hall and partially located on property owned by Marina Yacht Club.

(D) Through the execution of this Amendment to Grant of Easement, the parties hereto wish to amend the Subject Easement with respect to the legal description of the Easement Premises encompassed thereunder.

WITNESSETH:

NOW, THEREFORE, for and in receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

(1) Easement Premises by Amendment. The Easement Premises under the Grant of Easement recorded as Kootenai County Instrument No. 1462520 are hereby amended so as to replace the Easement Premises described therein with the Easement Premises described on

Exhibit 2 hereto. From and after recordation of this Amendment, the rights granted the City as Grantee under Kootenai County Instrument No. 1462520 shall apply to the real property described on Exhibit 2. Attached hereto as Exhibit 3, for purposes of reference, is a visual depiction of the amended Easement Premises which replace those described in Instrument No. 1462520.

(2) Restatement of Purpose of Easement. The Subject Easement (Kootenai County Instrument No. 1462520), as amended hereby, shall be in perpetuity for the benefit of the City of Coeur d'Alene, as Grantee, for the purpose of public ingress and egress and access to the City of Coeur d'Alene's property more particularly described in Exhibit 1 attached hereto and incorporated by this reference. Hall and Marina Yacht Club, as Grantors, further agree to not obstruct the Easement Area or otherwise interfere with the City's use of the area for the purposes set forth herein except that Hall and Marina Yacht Club may close portions of the area in order to maintain or make necessary repair so long as some access for ingress and egress remains open. Hall and Marina Yacht Club further agree to hold harmless and indemnify the City against any loss, bodily injury, death, or damage to person or property resulting from the improvement to, repair, maintenance, or use of the Easement Area unless said damages or injuries result from the City's agent's or employee's sole negligence.

(3) Non-Amendment. Except as amended herein, the rights of the City, as Grantee under the Subject Easement (Kootenai County Instrument No. 1462520), shall remain unamended and in full force and effect.

(4) Release of Easement Rights in Easement Premises Under Instrument No. 1462520. Through the execution of this amendment, the City hereby releases any right, claim, or interest under Instrument No. 1462520 in and to the Easement Premises described therein.

(5) Appurtenance. It is expressly intended that the burdens and restrictions described herein shall run with the land described on Exhibit 2 hereto and shall be binding on and shall inure to the benefit of the parties hereto, and to the respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Grant of Easement on the dates set forth below.

5/17/17
DATE


MARK E. HALL

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 17th day of ^{May}~~April~~, 2017, before me, the undersigned, a Notary Public in and

for the said State and County, personal appeared **Mark E. Hall**, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11/13/20

DATE 05-17-17

[Signature]
ANNE C. HALL

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 17th day of ~~April~~ ^{May}, 2017, before me, the undersigned, a Notary Public in and for the said State and County, personal appeared **Anne C. Hall**, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11/13/20

DATE

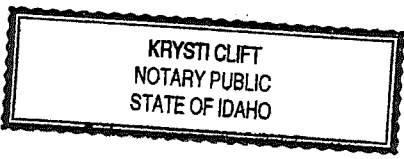
5/18/17

MATTHEW ALEXANDER HALL, a married man
dealing in his sole and separate property

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 18th day of ~~April~~ ^{May}, 2017, before me, the undersigned, a Notary Public in and for the said State and County, personal appeared **Matthew Alexander Hall**, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11/13/20

DATE

5/18/17

Karen N. Hall
KAREN N. HALL, spouse of Matthew Alexander Hall, disclaiming any interest in any property hereunder

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 18th day of ~~April~~ ^{May}, 2017, before me, the undersigned, a Notary Public in and for the said State and County, personal appeared **Karen N. Hall**, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11/13/20

MARINA YACHT CLUB, LLC

5.18.17
DATE



By: HAGADONE HOSPITALITY COMPANY
Manager and Member (by Jerry Jaeger, President)

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 18th day of ^{May} April, 2017, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **Jerry Jaeger**, known or identified to me to be the President of HAGADONE HOSPITALITY CO., the person whose name is subscribed to the within instrument and who acknowledged that he/she is authorized to execute the same.

WITNESS my hand and official seal.




Notary Public in and for the State of Idaho
Residing at: Grand Ave. Idaho
My commission expires: 8-31-17

CITY OF COEUR D'ALENE

DATE

By: Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2017, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT 1

Legal description for Real Property of the City of CDA
benefitted by the Grant of Easement recorded as
Kootenai County Instrument No. 1462520
[to be inserted]

EXHIBIT 1

Real property in the County of Kootenai, State of Idaho, described as follows:

A PARCEL OF LAND IN PORTION OF GOVERNMENT LOTS 1, 5, AND 6 ALL IN THE WEST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 24°57'26" WEST, 2471.19 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED HIGHWAY 95 AND THE WESTERLY APPROXIMATE SUMMER POOL CONTOUR (ELEV. 2126 WWP) OF THE SPOKANE RIVER AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE ALONG THE SAID WESTERLY APPROXIMATE SUMMER POOL CONTOUR THE FOLLOWING COURSES:

SOUTH 21°07'39" WEST, 65.89 FEET;

THENCE SOUTH 36°20'09" WEST, 45.57 FEET TO A POINT 110.0 FEET SOUTHERLY AT A RIGHT ANGLE TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED HIGHWAY 95;

THENCE LEAVING THE SAID WESTERLY APPROXIMATE SUMMER POOL CONTOUR NORTH 68°10'06" WEST, PARALLEL TO AND 110.0 FEET SOUTHERLY OF THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED HIGHWAY 95, 705.85 FEET, MORE OR LESS TO A POINT 30.0 FEET EASTERLY OF THE EXISTING CENTERLINE OF THE PRIVATE ROAD TO THE COEUR D'ALENE YACHT CLUB (MARINA DRIVE AS DESCRIBED IN EXHIBIT "1" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE);

THENCE NORTH 10°52'05" EAST, PARALLEL TO AND 30.0 FEET EASTERLY OF THE SAID EXISTING CENTERLINE OF THE PRIVATE ROAD TO THE COEUR D'ALENE YACHT CLUB, 93.47 FEET;

THENCE NORTH 07°23'24" EAST, 18.83 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED HIGHWAY 95;

THENCE SOUTH 68°10'06" EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED HIGHWAY 95, 738.93 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT 2

PROPOSED ACCESS EASEMENT DESCRIPTION

A Three-segment easement description located in Government Lot 5 in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

SEGMENT ONE:

A variable wide easement described as follows:

Beginning at the North quarter corner of said Section 14; thence South 60°24'26" West a distance of 2212.98 feet (of record as South 60°26'40" West, 2213.63 feet) to the southeasterly right of way line of existing Highway No. 95 and the beginning of a 1849.86 foot radius curve to the left; thence along said curve to the left through an arc length of 7.72 feet, a central angle of 00°14'20", a chord bearing of South 37°16'47" West and a chord distance of 7.72 feet to the centerline of existing Marina Drive, said point being the **BEGINNING OF SAID CENTERLINE;**

Said easement starting at a width of 60 feet, 30 feet each side of the centerline, and tapering in straight lines to a width of 30 feet, 15 feet each side of said centerline at **POINT 'A'**, said centerline is described as follows:

South 47°05'41" East 18.11 feet to the beginning of a 500.00 foot radius curve to the right;

Thence along said curve to the right through an arc length of 32.76 feet, a central angle of 3°45'16", a chord bearing of South 45°13'03" East and a chord distance of 32.76 feet to a said **POINT 'A'**;

Sidelines to be shortened or lengthened to intersect said southeasterly right of way;

SEGMENT TWO:

A 30 foot wide easement lying 15 feet on each side of the following described centerline:

BEGINNING at said **POINT 'A'** and continuing along said 500.00 foot radius curve to the right through an arc length of 37.66 feet, a central angle of 4°18'56", a chord bearing of South 41°10'57" East and a chord distance of 37.65 feet;

Thence South 39°01'28" East a distance of 98.65 feet to the beginning of a 225.00 foot radius curve to the right;

Thence along said curve to the right through an arc length of 153.63 feet, a central angle of 39°07'20", a chord bearing of South 19°27'49" East and a chord distance of 150.66 feet;

Thence South 00°05'51" West a distance of 573.47 feet to the northeasterly right of way of Old Highway 95 and the **END** of the above described centerline, said point herein designated as **POINT 'B'**;

Sidelines to be shortened or lengthened to intersect the northeasterly right of way of Old Highway 95;

N:\Civil3D Projects\41198\Survey\DOCS\BLA LEGALS\MD UTIL EASEMENT.docx

SEGMENT THREE:

Beginning at said POINT 'B', thence along said northeasterly right of way, South 68°32'25" East a distance of 30.94 feet to the northwest corner of an existing parcel as recorded as Exhibit 'E' as shown on an Agreement recorded as instrument number 1462519, records of Kootenai County, Idaho;

Thence along the westerly boundary of said parcel, South 07°23'22" West a distance of 19.00 feet to an angle point in said boundary;

Thence along said westerly boundary South 10°52'03" West a distance of 27.03 feet;

Thence North 68°32'25" West a distance of 46.60 feet;

Thence North 08°53'47" East a distance of 46.10 feet to said northeasterly right of way;

Thence along said northeasterly right of way, South 68°32'25" East a distance of 16.11 feet to said POINT 'B';

All three segment total 30,315 square feet or 0.70 acres more or less.

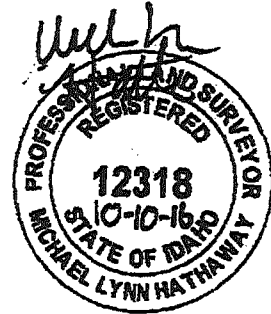
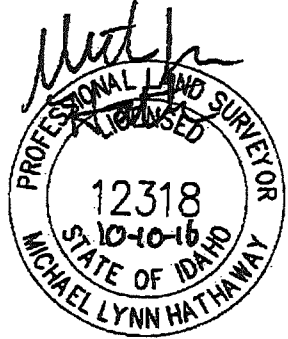
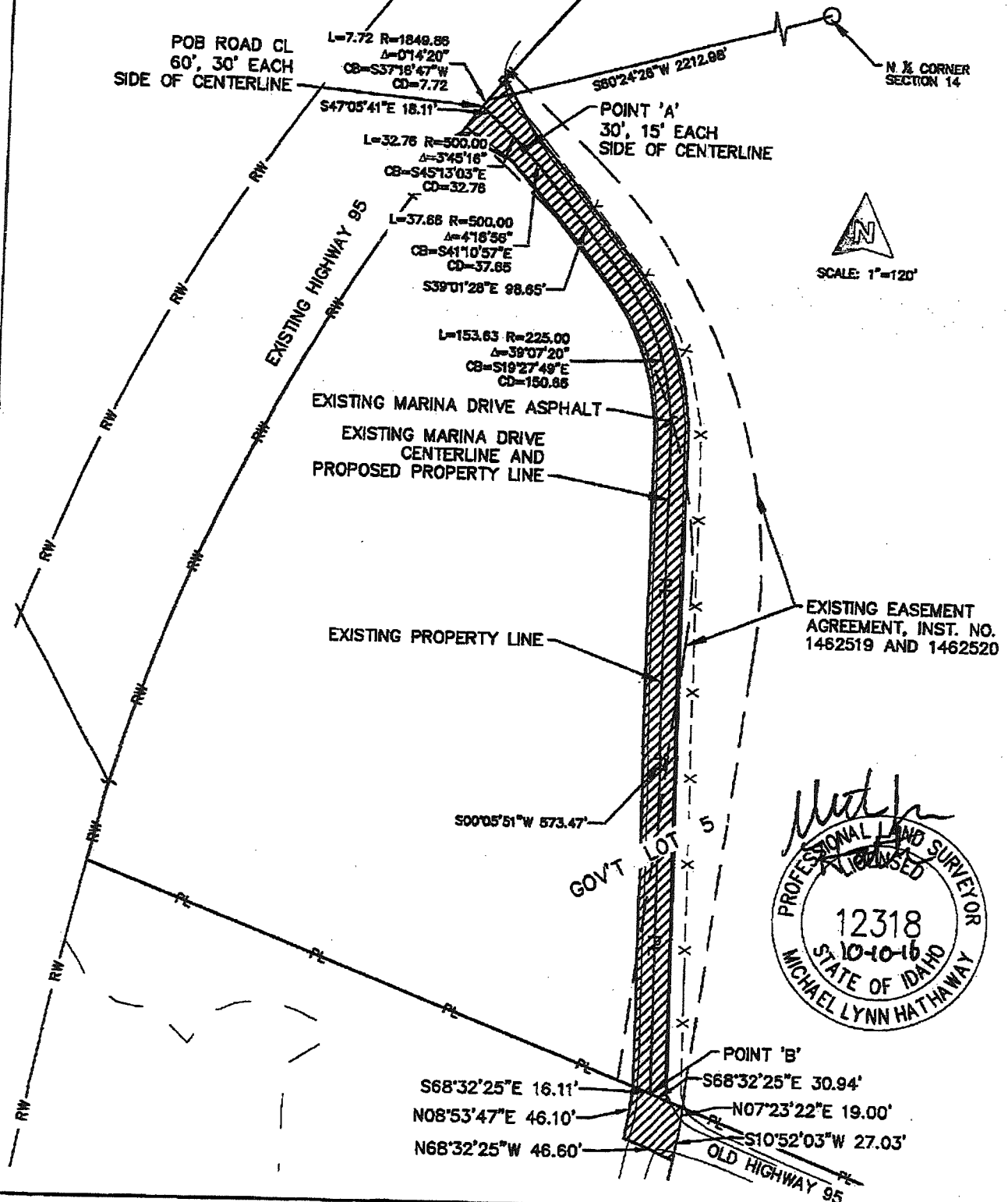


EXHIBIT 3



WELCH-COMER
ENGINEERS | SURVEYORS

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

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

EXHIBIT 3
PROPOSED ACCESS
EASEMENT

PROJECT NO.: 41262
DESIGNED BY:
DRAWN BY: MLH
DWG NAME: 41198EX04.DWG
DATE: 10-7-16
SHEET NO: 1

**CITY COUNCIL
STAFF REPORT**

DATE: June 6, 2017
FROM Bill Greenwood – Parks and Recreation Director

SUBJECT: Ordinance Amended

DECISION POINT:

Staff seeks council’s approval to amend ordinance 5.75.050.

HISTORY:

There have been some recent changes to these ordinances regarding mobile concession for commercial activity within the City of Coeur d Alene. With those changes staff has found a recommendation to better protect the public waterways.

FINANCIAL ANALYSIS:

There is no cost to the City of Coeur d Alene associated with this change.

PERFORMANCE ANALYSIS:

Within the ordinance 5.75.050: Mobile Concessions on Public Property, under item “A” move all references of “Waterways” and place the “Waterways” oversight into section “C” which would now state “Waterways, Beaches, Natural Areas, Parks, Playground and Play Fields”. Currently the Parks & Recreation Department oversee the launch and Mooring docks all City of Coeur d Alene beaches, Mill River dock and buoy placement. From staff prospective this provides much better oversight to these types of activity.

DECISION POINT/RECOMMENDATION:

Approval to amend ordinance 5.57.050.

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1023

AN ORDINANCE AMENDING SECTION 5.75.050 OF THE COEUR D'ALENE MUNICIPAL CODE TO MOVE THE REGULATION OF COMMERCIAL ACTIVITY ON WATERWAYS FROM SUBSECTION A TO SUBSECTION C; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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 amendment be adopted;

NOW, THEREFORE,

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

SECTION 1. *That section 5.75.050 of the Coeur d'Alene Municipal Code is amended as follows:*

5.75.050: MOBILE CONCESSIONS ON PUBLIC PROPERTY; STANDARDS:

A. Public Streets ~~and Waterways~~.

1. As allowed by this section, the City Clerk may issue a permit to a Vendor of a Mobile Food Concession, Mobile Food Cart, or Mobile Retail Concession for Commercial Activity on City streets ~~and waterways~~. The City Clerk shall base his/her decision on a consideration of parking needs, concurrent events, and the convenience and best interests of the public. Permits will be issued on a first come-first serve basis. Nothing herein shall be construed to limit the ability of the City to enter into a lease of City property pursuant to Idaho Code § 50-1409 for Commercial Activity.

2. Mobile Food Carts may operate on City streets under the following conditions and subject to the following standards:

a. The Vendor must operate as part of a special event under a permit issued by the City to another entity.

b. A Mobile Food Cart may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.

c. The Vendor must possess a valid Idaho seller's permit.

d. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").

e. The Vendor may not operate within one-thousand two-hundred feet (1,200') feet of a school during the dates that school is in session. For purposes of this section, a "school" is defined as a school operated by School District 271 or a private institution for learning which teaches children, but shall not include daycare centers.

f. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Cart must be attached to the cart. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Cart, and the area within 10 feet of it, free of litter, grease, and other debris which results from its operation.

g. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. At least one functional fire extinguisher approved by the Fire Department shall be available for the Mobile Food Cart.

h. The Mobile Food Cart shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, water, or sewer without written permission and payment of appropriate fees.

i. The method(s) of disposal of wastewater and grease must be approved by the Wastewater Utility prior to issuance of the permit.

j. The Vendor must identify the source of potable water, if any, to be used.

k. No accessory seating or other appurtenances are allowed.

l. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Mobile Food Cart, and shall carry workers' compensation insurance as may be required by Idaho law.

m. A Mobile Food Cart shall not exceed four feet (4') in width by eight feet (8') in length by four feet (4') in height. If an umbrella or canopy is used, in no event shall the overall height of the cart, with the umbrella or canopy, exceed eight feet (8').

3. Mobile Food Concessions may operate on City streets ~~and waterways~~ under the following conditions and subject to the following standards:

a. The Vendor must operate as part of a special event under a permit issued by the City to another entity.

- b. A Mobile Food Concession may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.
- c. The Vendor must possess a valid Idaho seller's permit.
- d. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
- e. A Mobile Food Concession shall not operate within one-thousand two-hundred feet (1,200') of a school, during the dates that school is in session. For purposes of this section, a "school" is defined as a school operated by School District 271 or a private institution for learning which teaches children, but shall not include daycare centers.
- f. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Concession must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession, and the area within 10 feet of the Concession, free of litter, grease, and other debris which results from its operation.
- g. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department. At least one functional fire extinguisher approved by the Fire Department shall be available for the Mobile Food Concession.
- h. A Mobile Food Concession shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, water, or sewer, without written permission and payment of appropriate fees.
- i. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Mobile Food Concession, and shall carry workers' compensation insurance as may be required by Idaho law.
- j. The method(s) of disposal of wastewater and grease must be approved by the Wastewater Utility prior to issuance of the permit.
- k. The Vendor must identify the source of potable water, if any, to be used by the Concession.
- l. No accessory seating or other appurtenances are allowed.

4. A Mobile Food Concession that moves about on a continuous basis may operate on City streets with a permit under the following conditions and subject to the following standards:

- a. The Mobile Food Concession may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.
- b. The Mobile Food Concession may vend only food or beverage products.
- c. The Vendor must possess a valid Idaho seller's permit.
- d. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
- e. The Vendor may not operate within one-thousand two-hundred feet (1,200') of a school, during the dates that school is in session. For purposes of this section, a "school" is defined as a school operated by School District 271 or a private institution for learning, which teaches children, but shall not include daycare centers.
- f. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Concession must be attached to the vehicle. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession, and the area within ten (10) feet of the Concession, free of litter, grease, and other debris which results from its operation.
- g. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. At least one functional fire extinguisher approved by the Fire Department shall be available for the Mobile Food Concession.
- h. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Concession.
- i. The Mobile Food Concession may not remain in one place for more than ten (10) minutes.

B. Public Parking Facilities.

1. Upon application and payment of the established fee, the City Clerk may issue a permit for the operation of a Concession in a City parking facility if the Concession is directly related to an event in a City park, the parking lot is adjacent to the location of the event, and the Concession has the approval of the event sponsor and Parks Director. A

Mobile Food Concession or Mobile Food Cart permitted under this section must meet all of the following additional requirements:

- a. A trash and garbage disposal container capable of holding all trash and garbage generated by the operation of the Mobile Food Concession or Mobile Food Cart must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession or Mobile Food Cart, and the area within ten (10) feet of the Concession, free of litter, grease, and other debris which results from its operation.
- b. A Mobile Food Concession or Mobile Food Cart may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.
- c. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department. At least one functional fire extinguisher approved by the Fire Department shall be available for the Concession.
- d. A Mobile Food Concession or Mobile Food Cart shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, water, or sewer without written permission and payment of appropriate fees.
- e. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Mobile Food Concession or Mobile Food Cart.

C. Waterways, Beaches, Natural Areas, Parks, Playgrounds, and Play Fields.

1. Commercial activities, or commercial enterprises with or without items for sale, are prohibited in City-owned or controlled waterways, beach areas, natural areas, parks, playgrounds, or play fields, unless otherwise specifically authorized in this Code or by contract with the City.
2. The City Clerk, upon recommendation of the Parks Director, may issue a permit for Concessions at designated locations in any City-owned or controlled waterway, beach area, natural area, park, playground, or play field. The items or services to be sold, the size and location of concession stand, the hours of operation, the duration of use of the concession, and all other rules regulating the operation of the concession stand will be included in a rental or use agreement between the City and the Vendor operating the concession.

3. Concessions operated by sponsors of activities or events in a City park shall comply with this Chapter and with the provisions of §4.30.050(D).

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. 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 4. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance 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 June 6, 2017.

APPROVED, ADOPTED and SIGNED this 6th day of June, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Section 5.75.050 of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING SECTION 5.75.050 OF THE COEUR D'ALENE MUNICIPAL CODE TO MOVE THE REGULATION OF COMMERCIAL ACTIVITY ON WATERWAYS FROM SUBSECTION A TO SUBSECTION C; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. 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. _____, Amending Section 5.75.050 of the City Code, 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 6th day of June, 2017.

Randall R. Adams, Chief Deputy City Attorney