

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

AGENDA
VISION STATEMENT

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

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

6:00 P.M.

November 6, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Maksimowicz, Ignite the World Ministries

C. PLEDGE OF ALLEGIANCE

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

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

F. PRESENTATION:

1. Skate Park Completion Presentation

Presented by: Jay Olson and Nathan Baker

2. Police Badge Presentation

Presented by: Police Chief Lee White

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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 October 16, 2018 Council Meeting.
2. Approval of Minutes for the October 22, 2018 General Services Meeting
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Tuesday, November 13, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. **Resolution No. 18-058-**
 - a. Approval of Coeur d'Alene Place 30th Addition; final plat; acceptance of improvements, Maintenance and Warranty Agreement and security
As Recommend by the City Engineer
 - b. Approval of a Grant Award Agreement with TESH, INC. for Energy Efficiency improvements to buildings on its main campus serving youth and adults living with disabilities totaling \$52,251.00 in CDBG Funding.
 - c. Approval of a Grant Award Agreement with North Idaho College Foundation, Inc. for scholarship support for LMI Coeur d'Alene residents to attend NIC's Workforce Training Center totaling \$42,770.40 in CDBG Funding.
As Recommend by the Municipal Services Director
 - d. Declaration of surplus of unused I.T. equipment
 - e. Approval of Lease Agreement with Coeur d'Alene Parasail and Watersports, LLC. for use of commercial dock space of bays 4 and 9
 - f. Approval of Memorandum of Understanding with Idaho Department of Parks and Recreation (IDPR) for maintenance of trail and parkway located along East Lakeshore Drive
As Recommended by the General Services Committee

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor** - Appointment of Bridget Hill to the Parks and Recreation Commission, Scott Hoskins to the ignite CDA Board and Zach MacKimmie as CDA TV Committee Student Rep Alternate.

I. OTHER BUSINESS:

1. Midtown Parking Study
Presented by: Hilary Anderson, Community Planning Director
2. **Resolution No. 18-059** – Contract with David Boyer for public art on the Seltice Way Roundabouts
Presented by: Troy Tymesen, City Administrator

PUBLIC HEARINGS:

1. (Legislative) A-3-18: A proposed 7.18 acre Annexation from County Agricultural to City R-8, located at: 2008, 1950 & 1914 Prairie Avenue Applicant: Coeur d'Alene School District 271

Staff Report by: Sean Holm, Senior Planner

2. V-18-06; Vacation of Right-of-Way, Adjoining Lots 1-3, Block 1, Boothe Addition, City of Coeur d'Alene

Staff Report by: Dennis Grant, Engineering Project Manager

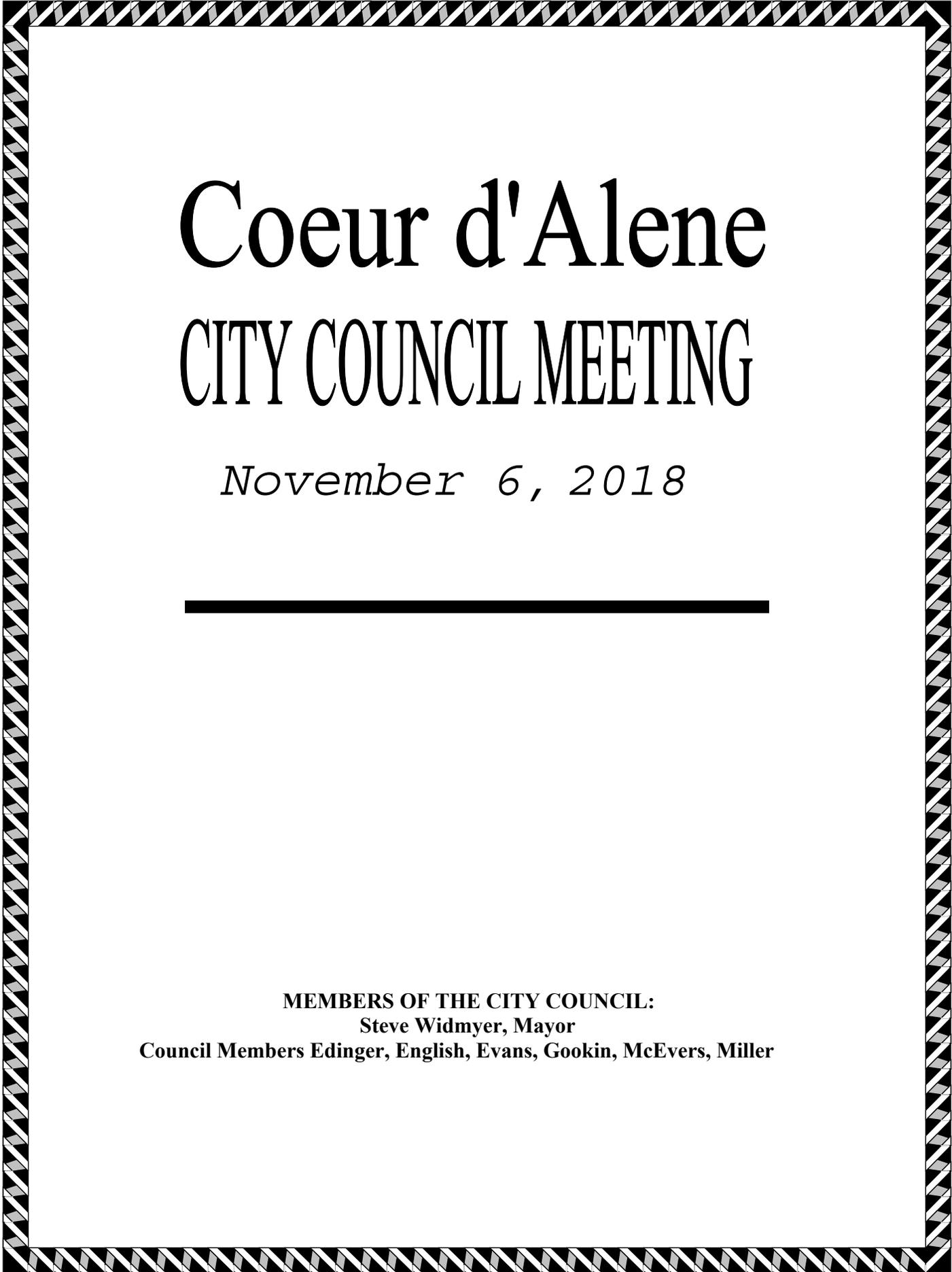
- a. **Council Bill No. 18-1025** - Approving V-18-06, Vacation of Right-of-Way, Adjoining Lots 1-3, Block 1, Boothe Addition, City of Coeur d'Alene.
3. V-18-08, Vacation of Right-of-Way, Seltice Way, adjoining a portion of Gov't Lots 1 & 2 and the NE ¼ of Sec. 10, T. 50 N., R. 4 W. in the City of Coeur d'Alene

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 18-1026** - Approving V-18-08, Vacation of Right-of-Way, Seltice Way, adjoining a portion of Gov't Lots 1 & 2 and the NE ¼ of Sec. 10, T. 50 N., R. 4 W. in the City of Coeur d'Alene.

ADJOURNMENT

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



Coeur d'Alene

CITY COUNCIL MEETING

November 6, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS



POLICE OFFICER



COEUR D'ALENE
EST. 1887

POLICE

ID

CONSENT CALENDAR

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

OCTOBER 16, 2018

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, October 16, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan English)	Members of Council Present
Woody McEvers)	
Kiki Miller)	
Loren Ron Edinger)	
Amy Evans)	Arrived at: 6:46 p.m.
Dan Gookin)	

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

INVOCATION: Pastor Mark McWhorter with the Church of the Nazarene provided the invocation.

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

PRESENTATION: Mayor Widmyer proclaimed October 2018 as Safe Sleep Awareness Month. Liz Montgomery, Executive Director and the Inland Northwest SIDS/SUID Foundation Board of Directors accepted the proclamation. Ms. Montgomery said that they would honor the proclamation with the work they do in Coeur d'Alene and thanked the council for including the safe sleep class as part of the childcare licensure, and noted that Coeur d'Alene is the only city in the state to do so. She noted that over the past two years the SID's rates have been the lowest in the state. Mayor Widmyer thanked them for all the work they do.

PUBLIC COMMENTS:

Matt DeRyan noted that he grew up in Coeur d'Alene and in 2015, he become disabled and has been homeless for four years. He said that in 2017 he was able to get into St. Vincent de Paul transitional housing and that during his stay he found that the program was full of drug dealers, which lead to him being threatened and harassed. He took down license numbers and names, provided them to law enforcement, and fled the area. He clarified that he supports St. Vincent de Paul but the non-veterans program is full of drug dealers and he feels it is a public safety issue.

APPOINTMENTS: Mayor Widmyer asked for confirmation of the appointment of Michael Hoffman to the Pedestrian Bicycle Committee and the following Student Representatives: Isabel Bartosh to the Library Board; James "Jim" Kinnard to the Parks and Recreation Commission;

Ronan Malaghan to the Pedestrian Bicycle Committee; Joseph Morrison to the CDATV Committee; Isabelle Bradley to the Arts Commission; Jaiden Estep to the Childcare Commission.

MOTION: Motion by Gookin, seconded by English, to appoint Michael Hoffman to the Pedestrian Bicycle Committee and the following Student Representatives: Isabel Bartosh to the Library Board; James “Jim” Kinnard to the Parks and Recreation Commission; Ronan Malaghan to the Pedestrian Bicycle Committee; Joseph Morrison to the CDATV Committee; Isabelle Bradley to the Arts Commission; Jaiden Estep to the Childcare Commission. **Motion carried.**

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

1. Approval of Council Minutes for the October 2, 2018 Council Meeting.
2. Approval of Minutes for the October 8, 2018 Public Works Committee Meeting
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for October 22, 2018 at 12:00 noon and 4:00 p.m. respectively.
6. Approval of a cemetery lot transfer from Claudia Hawley to Sue (Brooks) Dippolito; Lot 1, Block 10A, Section K, Forest Cemetery.
7. Setting a public hearings for November 6, 2018
8. V-18-06; Vacation of Right-of-Way, Adjoining Lots 1-3, Block 1, Boothe Addition, City of Coeur d’Alene
9. V-18-08, Vacation of Right-of-Way, Seltice Way, adjoining a portion of Gov’t Lots 1 & 2 and the NE ¼ of Sec. 10, T. 50 N., R. 4 W. in the City of Coeur d’Alene
10. Setting a public hearings for November 20, 2018 – A-2-18 – Annexation of +/- 2.50 acre annexation located between 3655 E. Fernan Hill Road and 4151 E. Fernan Hill Rd., fronting the north side of N. Fernan Hill Road, being Tax Parcel #4952; zoning from County Agricultural Suburban to R-1 zoning district; applicant Dave and Yvonne Palmer
11. Approval of the Final Plat for SS-18-08, Pereira 4th Addition
12. **RESOLUTION NO. 18-056-** A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE AGREEMENTS AND AUTHORIZING THE OTHER ACTIONS OF THE CITY OF COEUR D’ALENE AS FOLLOWS: AN AGREEMENT FOR MAINTENANCE/WARRANTY, APPROVAL OF SECURITY, AND ACCEPTANCE OF IMPROVEMENTS FOR COEUR D’ALENE PLACE 29TH ADDITION; WAIVER OF COVERED LOAD RESTRICTIONS FOR THE ANNUAL CITY LEAF PICK UP PROGRAM; PERSONNEL RULE AMENDMENTS TO RULES II, III, IX, XIII, AND XIX; AND CHANGE ORDER #1 TO THE AGREEMENT WITH APOLLO, INC., FOR THE TERTIARY TREATMENT PHASE 2 IMPROVEMENTS.

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

REJECTION OF ALL BIDS FOR THE MEMORIAL FIELD GRANDSTAND PROJECT

STAFF REPORT: Parks and Recreation Director Bill Greenwood noted that the Memorial Field Grandstand project was advertised for bids on August 3rd and September 14th, with a bid opening held October 4th. Three bidders submitted the following bids: Ginno Construction: Base bid \$1,655,000, add alternates \$130,690 totaling \$1,785,690; CNI/LaRiviere: Base bid \$1,347,000, add alternates \$172,495 totaling \$1,519,495; and Walker Construction: Base bid \$1,341,000; add alternate \$63,700 totaling \$1,404,700. The engineer's estimate for the remodel was a base bid in the amount of \$1,195,737 and for the alternates an amount of \$273,763, for a total cost of \$1,469,499. Mr. Greenwood noted that the bid documents stated that the award would be made to the lowest responsive bidder on the base bid. All base bids substantially exceeded the engineer's estimate. It is believed that the Construction Manager/General Contractor (CMGC) model will result in significant savings on this project and, therefore, staff recommends that all of the bids should be rejected and the Construction Manager/general Contractor (CMGC) process should be implemented.

DISCUSSION: Councilmember McEvers noted that bids are often coming in high in this economy and wondered if the project could be delayed for a better bid time. Mr. Greenwood confirmed that the bid could be delayed if it is thought that bids might get better next year. He clarified that the field is ready for use; however, the grandstand is not, so they could put in a temporary bleacher on third base side and get creative for a dugout. Mayor Widmyer noted that NIC agreed to contribute \$150,000 and does not believe the bid environment will be lower next year and predicts that it might be higher. He would like to see the momentum to go forward with rejection tonight. Mr. Greenwood noted that they could move forward and finish the project shortly after the season. The Idaho Forest Group has offered to help with lumber donations, and with a Construction Manager/General Contractor, they could know that up front and there might be some electrical savings with value engineering. He will bring the plan back after the value engineering is done. Councilmember McEvers noted that it appears they may need to ask all three partners for an additional \$100,000. Mr. Greenwood clarified that they would know more about project costs after they hire the CMGC. Councilmember Miller asked for confirmation that the scope of work and contract for the CMGC would come back to the Council. Mr. Greenwood confirmed he would bring the project back.

MOTION: Motion by McEvers, seconded by Edinger, to reject all bids for the Memorial Field Grandstand Project and direct staff to move forward with the CMGC selection process.
Motion carried.

(LEGISLATIVE PUBLIC HEARING) A-2-17M: ZONING PRIOR TO ANNEXATION OF +/- 48 ACRES FROM COUNTY INDUSTRIAL TO CITY C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND +/- 46 ACRES OF SPOKANE RIVER TO NW (NAVIGABLE WATER) LOCATED AT 3074 W. SELTICE WAY; APPLICANT: CITY OF COEUR D'ALENE

STAFF REPORT: Community Planning Director Hilary Anderson explained that the City of Coeur d'Alene is requesting annexation of +/- 48 acres from County Industrial to City C-17 (Commercial at 17 units/acre) zoning on the property commonly known as the Atlas Mill site

and annexation of +/- 46 acres of Spokane River along the shoreline with NW (Navigable Water) zoning. Additionally, the Council is also being asked to approve Council Bill 18-1024 in order to meet the necessary time frame for annexation. She noted that they posted the notice on the site and published the notice in the Coeur d'Alene Press as required by the city code. Ms. Anderson reviewed the history of the land, noting that the City purchased the land in May of 2018 and it is located in Kootenai County, but is surrounded by the city limits. The City also owns the former railroad right-of-way that runs through this property, which is already zoned C-17. The length of the shoreline to be annexed is approximately 3 miles long and extends out 75 feet into the Spokane River, which equates to approximately 48 acres. The portion of the Spokane River is necessary as part of this annexation request for shoreline stabilization efforts along the Atlas Waterfront property and property to the west, and to allow for police and fire response to the shoreline, potential future docks, and the navigable waterway within the city limits. Extending the city limits into the river along the shoreline will also create a contiguous city limits boundary, which is important for enforcement of city ordinances and emergency response. In order for ignite CDA, the City's Urban Renewal Agency, to participate in the project, the agency's designated boundaries must be expanded to include this property. That cannot happen until the property is annexed into the City of Coeur d'Alene. The Planning Commission heard the request for annexation on August 8, 2018 and again on September 11, 2018 as a modification to the original request because it also included the portion of the Spokane River. Both times, the commission voted unanimously to support the request with the C-17 zoning. At the September 11 meeting, the commission unanimously supported the NW zoning for the portion of the Spokane River as well. Ms. Anderson noted that there are four findings required for this annexation as follows: that the request is or is not in conformance with the Comprehensive Plan; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it an acceptable request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood. Ms. Anderson presented the surrounding zoning and land uses and applicable Comprehensive Plan objectives and provided staff input regarding the finding categories. She noted several items included in the CDA 2030 action plan, as well as items suggested by the Planning Commission to be included in the Annexation agreement. She noted that a public comment was received asking that the annexation agreement include a statement that the shoreline would need to be forever owned by the public.

DISCUSSION: Councilmember McEvers asked for clarification as to where the NW zone begins and ends and what the benefit is of the annexation. Ms. Anderson explained that it runs from Mill River, along the shoreline, to just south of US 95 bridge. She noted that annexation and zoning will allow for enforcement of city codes, coordination with Police and Fire, and provide for the ability to do shoreline enhancements and potential docks. Councilmember Miller noted that 75 feet into the water boundary is different from the 1,000 feet from shoreline elsewhere. Ms. Anderson explained that the difference is that the 1,000-foot areas front the lake. This area is the river, and the distances are set by state code. Councilmember McEvers noted that the current zone is County Industrial and asked what could occur within that zone. Ms. Anderson noted that it would be more industrial uses like a mill site, landfill, or other uses similar to the industrial park off Atlas. Councilmember Gookin expressed concern regarding the PUD process, as it does not come to the Council for approval. Ms. Anderson noted that staff could bring it back to Council if so directed, as the normal process would stop with Planning Commission approval. Councilmember Gookin asked for

clarification regarding what an R-1 zone would allow for development and the PUD requirement. Ms. Anderson noted that R-1 means one residential unit per acre and it would not work for the partnership with ignite cda as it limits the density to the point it would not be a financially feasible project. Additionally, it would likely come back for a rezone at a future date for development to occur. Ms. Anderson explained that the PUD would not be within the annexation agreement but would be required prior to development. Councilmember Gookin asked what affect a PUD would have on the Shoreline Ordinance. Mr. Anderson noted that the PUD would allow for docks and boardwalk type items and would allow for other modification of shoreline requirements such as height, setbacks, etc. Councilmember Edinger asked when the traffic study would be complete. Ms. Anderson noted that the draft would be done in November and finalized in December.

PUBLIC TESTIMONY:

Chet Gaede, Coeur d'Alene, expressed that the purchase of this land has been a long journey and that he appreciates the City staying on course. He also noted that he would encourage the Council to accept the suggestions of the Planning Commission, especially the suggestion to keep the shoreline in the public hands. He believes that the C-17 zoning is needed for flexibility of development and he questioned the use of the waterfront for a marine rather than simple access and suggested the Council consider redefining the NW zoning.

REBUTTAL: Ms. Anderson noted that other landowners would still have to go through a PUD process to have docks. If the City were the owner, they would be the only one bringing a dock proposal forward. Councilmember Gookin asked if the City was going to pay an annexation fee to themselves. Ms. Anderson explained that the intent is to have developers pay the fee with future development, and this would be noted in the annexation agreement. Councilmember Miller asked for clarity regarding the riparian rights along the NW zoned parcels. Ms. Anderson explained that the Department of Lands would have jurisdiction over the riverbed and dock permits. City Attorney Mike Gridley noted that this is an unusual situation as the City is the property owner, so until property is sold the Council dictates everything that happens there, and even when sold they can include certain restrictions. Additionally, the Council has tremendous control, as the Annexation Agreement will be with itself.

Public testimony was closed.

MOTION: Motion by McEvers, seconded by Miller to approve **A-2-17m: Zoning** Prior to Annexation of +/- 48 acres from County Industrial to City C-17 (Commercial at 17 units/acre) and +/- 46 acres of Spokane River to NW (Navigable Water) located at 3074 W. Seltice Way; Applicant: City of Coeur d'Alene, to direct staff to negotiate an annexation agreement to include the 17 items listed as Planning Commission provisions to agreement, and to develop the necessary Findings and Order.

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

COUNCIL BILL NO. 18-1024

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, AND SPECIFICALLY DESCRIBED PORTIONS OF THE SPOKANE RIVER; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17 AND NW; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 18-1024** once by title only.

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

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill 18-1024**.

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

(LEGISLATIVE PUBLIC HEARING) CREATION OF FEES FOR THE COEUR D'ALENE AVENUE PARKING STRUCTURE

STAFF REPORT: City Administrator Troy Tymesen noted that the City is required to hold a public hearing for proposed fees in excess of five percent (5%) pursuant to Idaho Code 63-1311A. Since the Coeur d'Alene Avenue parking facility is a newly constructed facility, new fees must be set. The Parking Commission reviewed the proposed fees at its October 3, 2018 Meeting and recommend their approval. They are recommending 2-hours free to encourage use of the facility and continue to encourage turnover of spaces on street.

DISCUSSION: Councilmember McEvers asked if the Chamber would be leasing the garage for event parking. Mr. Tymesen confirmed that if the City wants to do that through a separate lease agreement. Councilmember McEvers asked if there were a limit to the number of months for the secured parking. Mr. Tymesen clarified there are no time limits as long as the monthly fee was paid. Councilmember Gookin asked if the secured parking was gated separately. Mr. Tymesen noted that the secured parking has a garage door and that the rest of the facility will be accessed through a gate coming in off Coeur d'Alene Avenue. He explained that the fees will go towards maintenance, benefit the parking fund, and would help to maintain parks. Councilmember Gookin asked what was the anticipated revenue. Mr. Tymesen noted that revenue is dependent on weather, but he is hoping for revenue between \$70,000 and \$90,000 a year based on the number of car parking spots as compared to McEuen parking. He also believes a parking pass will be popular with downtown employees. Councilmember Miller commended the Parking Commission for keeping the fees inexpensive for employees to park.

Mayor called for public comments, hearing none public testimony was closed.

RESOLUTION NO. 18-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
ESTABLISHING FEES FOR THE COEUR D'ALENE PARKING STRUCTURE.

MOTION: Motion by English, seconded by Evans to approve **Resolution No. 18-057**,
approving fees for the Coeur d'Alene Avenue Parking Facility.

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

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

The meeting adjourned at 7:16 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
October 22, 2018
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Kirk Johnson, I.T. Net Administrator
Bill Greenwood, Parks & Recreation Director
Mike Gridley, City Attorney

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

**Item 1. Declaration of surplus of unused I.T. equipment.
(Consent Resolution)**

Kirk Johnson, I.T. Net Administrator, is requesting approval to declare unused I.T equipment as surplus and authorize staff to proceed with auction or recycling with the ultimate purpose of disposing of the equipment.

Mr. Johnson explained in his staff report the listed equipment has been replaced due to failure or performance issues. Any equipment in working condition is offered to nonprofit agencies after the equipment has been posted online for purchase for a minimum of two weeks. The listed equipment will likely be found to have nominal value after being offered as surplus and will, thus, need to be donated or recycled. Nominal value is a current value of zero or a current value of less than what it would cost to dispose of the surplus item at an auction or refuse site.

MOTION: by Evans, seconded by Gookin, to recommend that Council declare various unused I.T. items as surplus and authorize staff to begin the disposal process as requested. Motion Carried.

**Item 2. Approval of Lease Agreement with Coeur d'Alene Parasail & Watersports, LLC for use of bays 4 and 9 on the commercial dock.
(Consent Resolution)**

Bill Greenwood, Parks and Recreation Director, is requesting approval of a lease agreement with Coeur d'Alene Parasail and Watersports, LLC for an additional four years.

Mr. Greenwood explained in his staff report that Coeur d'Alene Parasail & Watersports, Inc., has been leasing Bays 4 and 9 on the commercial dock for over 19 years. The owners have requested an four-year extension to the lease agreement and the Parks & Recreation Commission is recommending approval of the extension. The rental amounts, as per the lease agreement, have been increased each year based on the increase in the Consumer Price Index (CPI) Western. These increases will continue through the new lease. Coeur d'Alene Parasail has also asked to remove Benjamin C. Rodriguez and Ruthie Rodriguez from this new lease agreement due to retirement. The new lease will be with Coeur d'Alene Parasail & Watersports, Inc., and the Rodriguez' sons, Benjamin Cruz Rodriguez II and Reuben Danial Cruz Rodriguez.

Councilmember Gookin commented that we've had this agreement with Cd'A Parasail for 19 years and asked how often this goes out to bid. Mr. Greenwood said the agreement is set up in such a way that when it's time

for renewal, Cd'A Parasail simply submits a letter of intent to renew. Once they no longer wish to renew, the space would become available for something similar, or, should the City decide, something different.

Councilmember Gookin asked for clarification on Section 19 – regarding Parking. Mr. Greenwood said that came about with the 4-Corners Master Plan discussions. At that time there was talk of changing parking near the Museum of North Idaho so it was put in the lease agreement, just in case. However, there are no current plans to change the parking.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve the lease agreement with Coeur d'Alene Parasail & Watersports, LLC for an additional four (4) years for use of bays 4 and 9 on the commercial dock. Motion Carried.

**Item 3. Approval of Memorandum of Understanding with Idaho Department of Parks and Recreation *IDPR) for maintenance of trail and parkway located along East Lakeshore Drive.
(Consent Resolution)**

Bill Greenwood, Parks and Recreation Director, is requesting approval of a Memorandum of Understanding with the Idaho Department of Parks & Recreation for maintenance of trail and parkway located along East Lakeshore Drive.

Mr. Greenwood explained in his staff report that since 1998, the Idaho Department of Parks & Recreation (IDPR) has maintained the trail and parkway along that portion of E. Coeur d'Alene Lake Drive between the Rutledge Trailhead and the city limits at S. Silver Beach Road under an agreement with ITD. The City of Coeur d'Alene entered into a Maintenance Agreement on April 6, 2018, with ITD for the portion of E. Coeur d'Alene Lake Drive that falls within the city limits, but the maintenance of the Rutledge Trailhead was unintentionally omitted. Since that time the Parks Department has taken the responsibility of maintaining this trailhead which includes the care of a parking lot and vault restroom, and the mowing of about an acre of turf. Mr. Greenwood noted that he will have some costs for pumping the vault restroom and repairs that are over \$300 for building and grounds repairs. These small costs will be paid through an existing line item in the Parks Department budget.

Councilmember Gookin asked if this will impact his department's budget beyond what has been budgeted. Mr. Greenwood said he believes the budget will be okay. If it becomes higher than anticipated, he will request an increase in Fiscal Year 19-20.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the Memorandum of Understanding with the Idaho Department of Parks & Recreation for maintenance of trail and parkway located along East Lakeshore Drive. Motion Carried.

The meeting adjourned at 12:10 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

RESOLUTION NO. 18-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING: APPROVAL OF FINAL PLAT, ACCEPTANCE OF AN IMPROVEMENTS, MAINTENANCE AND WARRANTY AGREEMENT, AND APPROVAL OF SECURITY FOR COEUR D'ALENE PLACE 30TH ADDITION (S-1-18); APPROVAL OF A GRANT AWARD AGREEMENT WITH TESH, INC., FOR ENERGY EFFICIENCY IMPROVEMENTS TO BUILDINGS ON ITS MAIN CAMPUS SERVING YOUTH AND ADULTS LIVING WITH DISABILITIES TOTALING \$52,251.00 IN CDBG FUNDING; APPROVAL OF A GRANT AWARD AGREEMENT WITH NORTH IDAHO COLLEGE FOUNDATION, INC., FOR SCHOLARSHIP FOR LMI COEUR D'ALENE RESIDENTS TO ATTEND NIC'S WORKFORCE TRAINING CENTER TOTALING \$42,770.40 IN CDBG FUNDING; APPROVAL OF DECLARATION OF SURPLUS OF UNUSED I.T. EQUIPMENT; APPROVAL OF A LEASE AGREEMENT WITH COEUR D'ALENE PARASAIL AND WATERSPORTS, LLC, FOR USE OF BAYS 4 AND 9 OF THE COMMERCIAL DOCK; AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE IDAHO DEPARTMENT OF PARKS AND RECREATION (IDPR) FOR MAINTENANCE OF THE TRAIL AND PARKWAY LOCATED ALONG EAST LAKESHORE DRIVE.

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

- A) Approval of Final Plat, Acceptance of an Improvements, Maintenance and Warranty Agreement, and Approval of Security for Coeur d'Alene Place 30th Addition (S-1-18);
- B) Approval of a Grant Award Agreement with TESH, Inc. for energy efficiency improvements to buildings on its main campus serving youth and adults living with disabilities totaling \$52,251.00 in CDBG funding;
- C) Approval of a Grant Award Agreement with North Idaho College Foundation, Inc. for scholarship for LMI Coeur d'Alene residents to attend NIC's Workforce Training Center totaling \$42,770.40 in CDBG funding;
- D) Approval of declaration of surplus of unused I.T. equipment;
- E) Approval of a Lease Agreement with Coeur d'Alene Parasail and Watersports, LLC, for use of bays 4 and 9 of the commercial dock; and
- F) Approval of a Memorandum of Understanding with Idaho Department of Parks and Recreation (IDPR) for maintenance of the trail and parkway located along East Lakeshore Drive; and

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

NOW, THEREFORE,

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

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

DATED this 6th day of November, 2018.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: November 6, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d'Alene Place 30th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty-eight (48) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: East of Courcelles Parkway, North of Canfield Avenue.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 29th Addition (2015 – 2017).

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 6, 2019. The amount of the security provided is \$74,659.00.

PERFORMANCE ANALYSIS

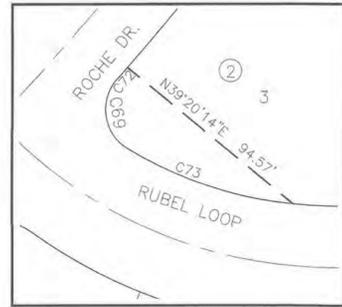
The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 6, 2019.

DECISION POINT RECOMMENDATION

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

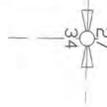


DETAIL "A"
DRAINAGE EASEMENT
SCALE: 1"=50'



DETAIL "B"
DRAINAGE EASEMENT
SCALE: 1"=50'

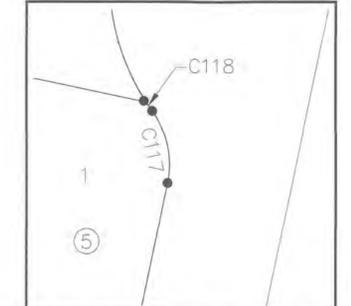
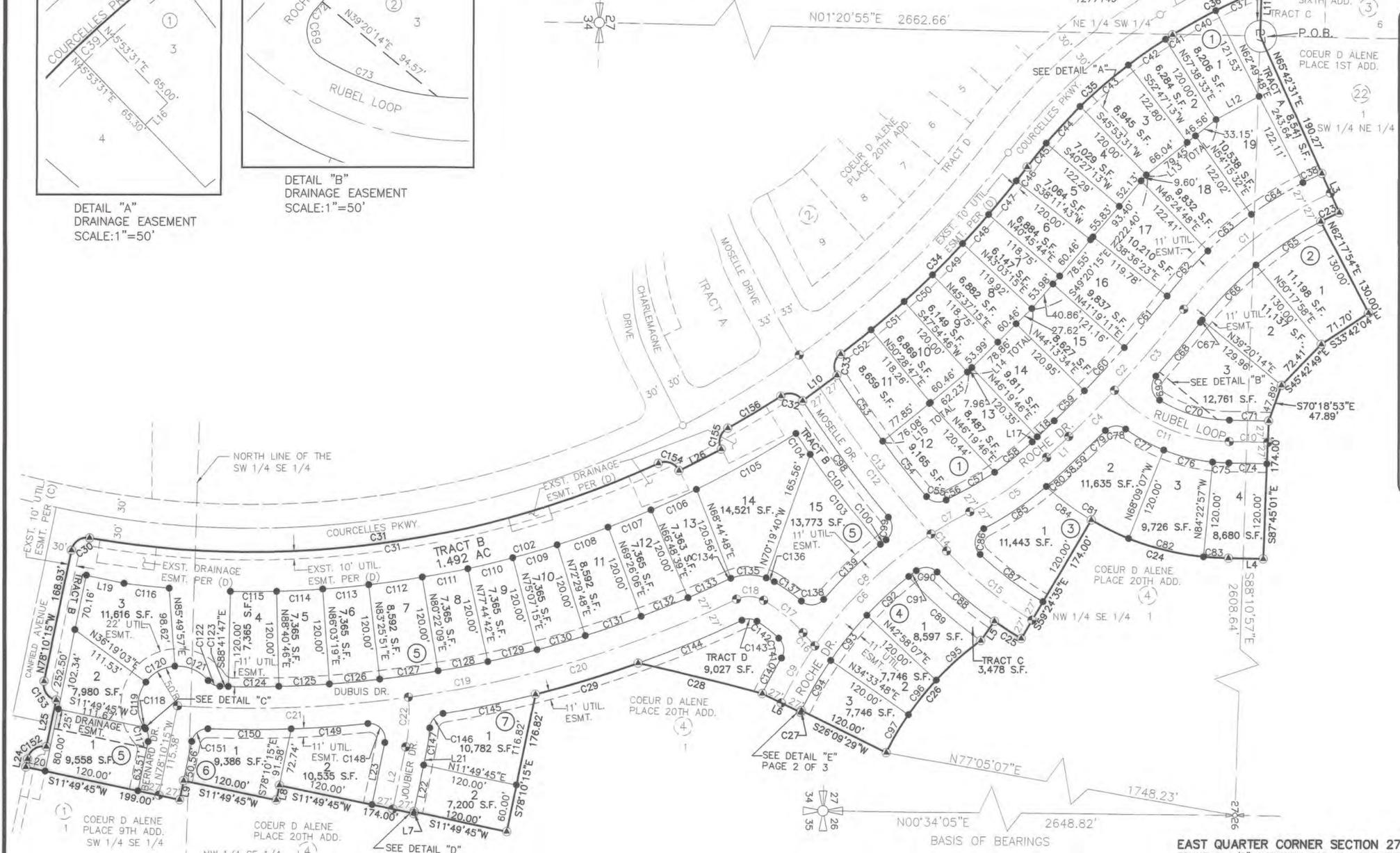
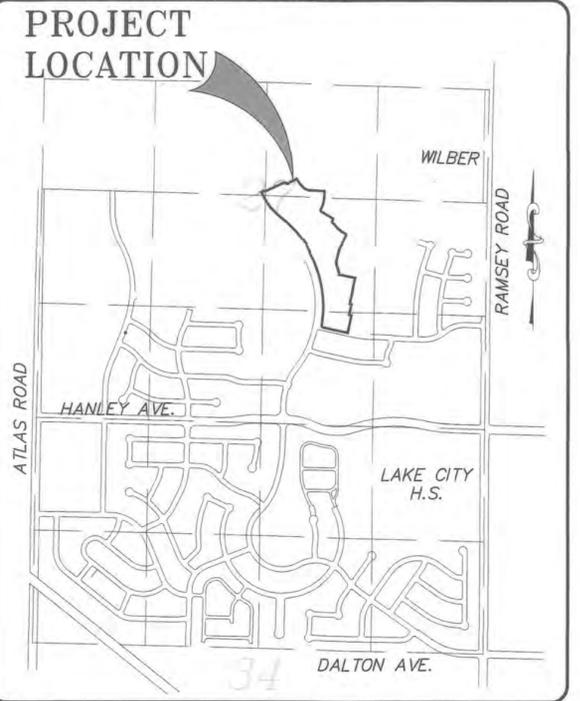
SOUTH QUARTER CORNER SECTION 27
FOUND 2-1/2" ALUMINUM CAP PER CP&F NO. 2202800000



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

SUNSHINE MEADOWS SIXTH ADD. (3)

VICINITY MAP
NOT TO SCALE



DETAIL "C"
SCALE: 1"=30'

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

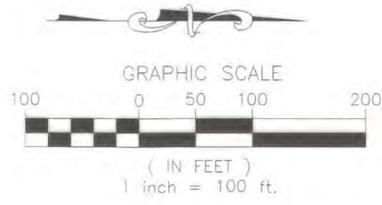
EAST QUARTER CORNER SECTION 27
FOUND 2 1/2" ALUMINUM CAP IN MONUMENT BOX PER CP&F NO. 2132225000

- LEGEND**
- SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - ▲ SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP NO MARKINGS

P.O.B.=POINT OF BEGINNING
TOTAL AREA =15.035 ACRES

- SURVEY REFERENCES**
- (A) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340-340B
 - (B) COEUR D'ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407-407C
 - (C) COEUR D'ALENE PLACE NINTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 264 AND 264A
 - (D) COEUR D'ALENE PLACE SEVENTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 223 AND 223A

SEE PAGE 2 OF 3 FOR CURVE AND LINE TABLES



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

COEUR D'ALENE PLACE THIRTIETH ADDITION
LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



RFK LAND SURVEYING INC.

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

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	18-165
DATE	DATE	SHEET	FIELD BOOK
10/11/18	10/11/18	1 OF 3	

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	500.00'	239.20'	236.93'	S 38°15'11" E	27°24'37"
C2	1500.00'	216.97'	216.78'	S 47°48'52" E	8°17'16"
C3	1500.00'	134.73'	134.68'	N 49°23'07" W	5°08'46"
C4	1500.00'	82.25'	82.24'	N 45°14'29" W	3°08'30"
C5	400.00'	119.63'	119.18'	S 35°06'09" E	17°08'09"
C6	527.00'	345.80'	339.63'	S 45°19'57" E	37°35'44"
C7	527.00'	56.77'	56.74'	S 29°37'15" E	6°10'19"
C8	527.00'	205.39'	204.09'	S 43°52'19" E	22°19'49"
C9	527.00'	83.64'	83.55'	S 59°35'01" E	9°05'36"
C10	1494.00'	48.95'	48.95'	S 01°18'40" W	1°52'38"
C11	1991.1'	164.01'	159.42'	N 23°58'14" E	47°11'48"
C12	1479.33'	261.08'	260.75'	N 51°54'22" E	10°06'43"
C13	1479.33'	231.98'	231.74'	N 52°28'11" E	8°59'05"
C14	1479.33'	29.11'	29.11'	N 47°24'49" E	1°07'39"
C15	493.11'	139.94'	139.47'	N 38°43'12" E	16°15'35"
C16	1683.33'	22.25'	22.25'	S 48°07'55" W	0°45'26"
C17	200.00'	64.75'	64.47'	S 39°14'10" W	18°32'56"
C18	37.00'	35.77'	34.39'	S 02°16'04" W	55°23'15"
C19	1427.00'	729.20'	721.29'	S 10°47'12" E	29°16'42"
C20	1427.00'	436.06'	434.36'	N 16°40'18" W	17°30'30"
C21	1427.00'	293.14'	292.63'	N 02°01'57" W	11°46'12"
C22	200.00'	63.17'	62.91'	S 07°13'11" E	18°05'53"
C23	473.00'	26.03'	26.03'	S 26°07'29" E	3°09'13"
C24	346.11'	182.54'	180.43'	S 15°28'53" W	30°13'04"
C25	520.11'	40.53'	40.52'	S 32°49'22" W	4°27'54"
C26	380.00'	187.23'	185.34'	S 49°43'36" E	28°13'49"
C27	500.00'	2.52'	2.52'	S 63°59'10" E	0°17'19"
C28	2745.00'	161.93'	161.90'	S 13°35'30" W	3°22'47"
C29	1454.00'	136.07'	136.02'	S 16°55'25" E	5°21'43"
C30	20.00'	30.68'	27.76'	N 34°13'33" W	87°53'23"
C31	1230.00'	738.32'	727.28'	N 07°28'38" W	34°23'32"
C32	20.00'	31.35'	28.24'	N 11°59'25" E	89°49'00"
C33	20.00'	29.93'	27.21'	N 80°06'05" W	85°44'29"
C34	1230.00'	335.01'	333.97'	N 45°02'00" W	15°36'19"
C35	670.00'	249.93'	248.48'	N 42°08'58" W	21°22'22"
C36	770.00'	126.69'	126.55'	N 26°44'58" W	9°25'38"
C37	770.00'	64.00'	63.98'	N 24°25'01" W	4°45'43"
C38	527.00'	26.17'	26.17'	S 25°58'14" E	2°50'43"
C39	670.00'	20.00'	20.00'	S 43°15'10" E	1°42'38"
C40	770.00'	62.70'	62.68'	S 29°07'50" E	4°39'55"
C41	670.00'	10.46'	10.46'	S 31°54'37" E	0°53'40"
C42	670.00'	56.78'	56.76'	N 34°47'07" W	4°51'20"
C43	670.00'	80.63'	80.58'	N 40°39'38" W	6°53'42"
C44	670.00'	63.59'	63.57'	N 46°49'38" W	5°26'18"
C45	670.00'	38.47'	38.46'	N 51°11'28" W	3°17'22"
C46	1230.00'	22.14'	22.14'	N 52°19'13" W	1°01'52"
C47	1230.00'	55.10'	55.10'	N 50°31'16" W	2°34'01"
C48	1230.00'	49.20'	49.20'	N 48°05'31" W	2°17'31"
C49	1230.00'	55.10'	55.10'	N 45°39'45" W	2°34'01"
C50	1230.00'	49.20'	49.20'	N 43°13'59" W	2°17'31"
C51	1230.00'	55.10'	55.10'	N 40°48'14" W	2°34'01"
C52	1230.00'	49.16'	49.15'	N 38°22'32" W	2°17'23"
C53	1452.33'	101.37'	101.35'	S 55°01'42" W	3°59'57"
C54	1452.33'	89.13'	89.11'	S 51°16'14" W	3°30'58"
C55	20.00'	27.28'	25.22'	S 10°26'05" W	78°09'21"
C56	554.00'	20.39'	20.39'	S 27°35'20" E	2°06'30"
C57	373.00'	50.53'	50.49'	S 30°24'57" E	7°45'44"
C58	373.00'	61.02'	60.96'	S 38°59'01" E	9°22'25"
C59	1470.00'	53.96'	53.96'	S 44°43'20" E	2°06'12"
C60	1470.00'	74.57'	74.56'	S 47°13'37" E	2°54'23"
C61	1470.00'	84.26'	84.25'	S 50°19'20" E	3°17'03"
C62	527.00'	76.87'	76.80'	S 47°46'46" E	8°21'27"
C63	527.00'	72.22'	72.16'	S 39°40'30" E	7°51'05"
C64	527.00'	76.86'	76.79'	S 31°34'16" E	8°21'22"
C65	473.00'	99.06'	98.88'	N 33°42'04" W	11°59'57"
C66	473.00'	97.41'	97.24'	N 45°36'02" W	11°47'58"
C67	473.00'	3.83'	3.83'	N 51°43'56" W	0°27'51"
C68	1524.00'	88.12'	88.11'	N 50°18'29" W	3°18'47"
C69	20.00'	34.88'	30.62'	S 81°23'17" W	99°55'15"
C70	172.11'	93.29'	92.15'	S 15°54'00" W	31°03'20"
C71	1521.00'	49.84'	49.83'	S 01°18'40" W	1°52'38"
C72	1524.00'	6.94'	6.94'	N 48°46'55" W	0°15'40"
C73	172.11'	77.77'	77.11'	N 18°28'59" E	25°53'23"
C74	1467.00'	48.07'	48.06'	N 01°18'40" E	1°52'38"
C75	226.11'	20.70'	20.69'	N 02°59'42" E	5°14'43"

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C76	226.11'	64.05'	63.84'	N 13°43'58" E	16°13'50"
C77	226.11'	55.54'	55.40'	S 28°53'08" W	14°04'30"
C78	20.00'	28.29'	25.99'	S 04°35'50" E	81°02'26"
C79	1524.00'	38.49'	38.49'	S 44°23'38" E	1°26'49"
C80	427.00'	25.64'	25.64'	S 41°57'01" E	3°26'26"
C81	346.11'	123.69'	123.03'	N 32°05'09" E	20°28'33"
C82	346.11'	98.04'	97.72'	S 13°43'58" W	16°13'50"
C83	346.11'	31.69'	31.67'	S 02°59'42" W	5°14'43"
C84	346.11'	70.88'	70.76'	N 36°27'25" E	11°44'01"
C85	427.00'	96.03'	95.83'	N 33°47'13" W	12°53'10"
C86	20.00'	38.32'	32.72'	N 82°14'13" W	109°47'11"
C87	466.11'	99.90'	99.70'	S 36°43'48" W	12°16'46"
C88	520.11'	95.89'	95.76'	N 40°20'13" E	10°33'49"
C89	550.11'	122.61'	122.36'	N 41°26'26" E	12°46'14"
C90	20.00'	28.97'	26.50'	N 04°07'33" E	82°59'10"
C91	500.00'	12.11'	12.11'	S 38°03'40" E	1°23'15"
C92	500.00'	72.23'	72.16'	N 42°53'35" W	8°16'35"
C93	500.00'	73.35'	73.28'	N 51°14'02" W	8°24'19"
C94	500.00'	73.35'	73.28'	N 59°38'21" W	8°24'19"
C95	380.00'	75.74'	75.61'	S 41°19'17" E	11°25'11"
C96	380.00'	55.75'	55.70'	S 51°14'02" E	8°24'19"
C97	380.00'	55.75'	55.70'	S 59°38'21" E	8°24'19"
C98	1506.33'	182.61'	182.50'	N 53°25'32" E	6°56'45"
C99	20.00'	32.09'	28.76'	S 84°04'34" E	91°56'32"
C100	554.00'	9.20'	9.20'	S 38°34'51" E	0°57'05"
C101	1536.33'	176.06'	175.97'	S 52°29'57" W	6°33'58"
C102	1280.00'	754.91'	744.02'	S 15°35'32" E	33°47'29"
C103	1536.33'	143.97'	143.92'	N 51°54'02" E	5°22'09"
C104	1536.33'	32.09'	32.09'	N 55°11'01" E	1°11'49"
C105	1280.00'	144.34'	144.26'	N 29°15'27" W	6°27'39"
C106	1280.00'	63.40'	63.39'	N 24°36'29" W	2°50'16"
C107	1280.00'	58.63'	58.62'	N 21°52'38" W	2°37'27"
C108	1280.00'	68.40'	68.39'	N 19°02'03" W	3°03'42"
C109	1280.00'	58.63'	58.62'	N 16°11'29" W	2°37'27"
C110	1280.00'	58.63'	58.62'	N 13°34'01" W	2°37'27"
C111	1280.00'	58.63'	58.62'	N 10°56'34" W	2°37'27"
C112	1280.00'	68.40'	68.39'	N 08°06'00" W	3°03'42"
C113	1280.00'	58.63'	58.62'	N 05°15'25" W	2°37'27"
C114	1280.00'	58.63'	58.62'	N 02°37'58" W	2°37'27"
C115	1280.00'	58.63'	58.62'	N 00°00'31" W	2°37'27"
C116	1280.00'	57.23'	57.23'	N 06°03'42" E	2°33'43"
C117	20.00'	16.69'	16.21'	N 77°55'05" E	47°49'21"
C118	50.00'	2.43'	2.43'	N 55°23'52" E	2°46'55"
C119	50.00'	60.68'	57.02'	S 88°26'49" E	69°31'45"
C120	50.00'	43.21'	41.88'	S 28°55'30" E	49°30'54"
C121	50.00'	47.82'	46.01'	S 23°13'43" W	54°47'32"
C122	20.00'	17.07'	16.55'	S 26°10'46" W	48°53'26"
C123	1400.00'	10.52'	10.52'	S 01°31'08" W	0°25'50"
C124	1400.00'	64.12'	64.12'	S 00°00'31" E	2°37'27"
C125	1400.00'	64.12'	64.12'	S 02°37'58" E	2°37'27"
C126	1400.00'	64.12'	64.12'	S 05°15'25" E	2°37'27"
C127	1400.00'	74.81'	74.80'	S 08°06'00" E	3°03'42"
C128	1400.00'	64.12'	64.12'	S 10°56'34" E	2°37'27"
C129	1400.00'	64.12'	64.12'	S 13°34'01" E	2°37'27"
C130	1400.00'	64.12'	64.12'	S 16°11'29" E	2°37'27"
C131	1400.00'	74.81'	74.80'	S 19°02'03" E	3°03'42"
C132	1400.00'	64.12'	64.12'	S 21°52'38" E	2°37'27"
C133	1400.00'	54.65'	54.65'	S 24°18'27" E	2°14'12"
C134	64.00'	4.66'	4.66'	S 23°20'23" E	4°10'21"
C135	64.00'	45.71'	44.75'	S 00°47'26" E	40°55'32"
C136	64.00'	11.49'	11.48'	S 24°49'01" W	10°17'22"
C137	227.00'	42.18'	42.12'	S 35°17'05" W	10°38'47"
C138	20.00'	31.42'	28.28'	S 04°23'36" E	90°00'09"
C139	554.00'	99.96'	99.83'	S 44°13'32" E	10°20'17"
C140	554.00'	51.15'	51.13'	S 61°29'07" E	5°17'25"
C141	20.00'	27.10'	25.07'	S 82°20'33" W	77°38'06"
C142	173.00'	35.10'	35.04'	S 37°42'46" W	11°37'28"
C143	20.00'	19.94'	19.12'	S 03°20'29" W	57°07'05"
C144	1454.00'	142.44'	142.38'	S 22°24'40" E	5°36'46"
C145	1454.00'	119.56'	119.52'	N 11°53'13" W	4°42'40"
C146	20.00'	26.60'	24.68'	N 47°37'40" W	76°11'34"
C147	227.00'	29.93'	29.90'	N 81°56'51" W	7°33'12"
C148	20.00'	37.55'	32.27'	N 48°02'34" E	107°34'23"
C149	1454.00'	97.60'	97.58'	N 03°49'14" W	3°50'45"
C150	1454.00'	105.52'	105.50'	N 00°10'53" E	4°09'29"
C151	20.00'	28.08'	25.83'	N 37°57'19" W	80°25'52"
C152	20.00'	31.42'	28.28'	N 33°10'15" W	90°00'00"
C153	20.00'	31.42'	28.28'	S 56°49'50" W	89°59'50"
C154	20.00'	30.62'	27.71'	N 19°10'51" E	87°42'29"
C155	20.00'	30.62'	27.71'	N 73°06'43" W	87°42'28"
C156	1230.00'	78.57'	78.56'	N 31°05'17" W	3°39'36"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 43°40'14" E	38.59'
L2	S 78°10'15" E	80.00'
L3	N 65°27'08" E	54.00'
L4	S 01°18'40" W	44.13'
L5	S 54°56'41" E	30.00'
L6	S 25°52'11" W	54.00'
L7	S 78°10'15" E	2.34'
L8	S 78°10'15" E	18.83'
L9	S 78°10'15" E	24.52'
L10	N 36°34'50" W	54.10'
L11	S 88°18'06" E	58.39'
L12	N 28°04'42" W	62.22'
L13	S 38°13'58" E	112.60'
L14	S 44°33'16" E	114.44'
L15	N 39°09'03" W	138.31'
L16	S 44°06'29" E	20.00'
L17	S 45°29'02" E	9.25'
L18	S 43°05'55" E	29.34'
L19	N 11°49'45" E	49.10'
L20	N 11°49'45" E	25.00'

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO. ON THE 22 DAY OF October, 2018.

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

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

THIS PLAT APPROVED THIS 22 DAY OF October, 2018.

Jay Ireland
PAINHABLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE CITY OF COEUR D' ALENE AND THE QIPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS.

Jay Ireland
PAINHABLE HEALTH DISTRICT 1

SURVEYOR'S CERTIFICATE

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

Michael E. Moore 10-12-18
MICHAEL E. MOORE P.L.S. #9717 DATE



KOOTENAI COUNTY TREASURER

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

HAVE BEEN PAID THROUGH December 31, 2018 THIS

23rd DAY OF October, 2018

Janice Thomas
KOOTENAI COUNTY TREASURER Chief Deputy

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS DAY OF 2018.

KOOTENAI COUNTY SURVEYOR



KOOTENAI COUNTY RECORDER

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

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

THIS DAY OF 2018.

AT MINUTES PAST O'CLOCK M, AND DULY RECORDED IN BOOK PAGE

AS INSTRUMENT NO. FEE

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

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

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 27; THENCE N65°42'31"E A DISTANCE OF 190.27 FEET; THENCE N65°27'08"E A DISTANCE OF 53.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 473.00 FEET AND A CHORD BEARING AND DISTANCE OF S26°07'29"E, 26.03 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°09'13" AN ARC DISTANCE OF 26.03 FEET; THENCE N62°17'54"E A DISTANCE OF 130.00 FEET; THENCE S33°42'04"E A DISTANCE OF 71.70 FEET; THENCE S45°42'49"E A DISTANCE OF 72.41 FEET; THENCE S70°18'53"E A DISTANCE OF 47.89 FEET; THENCE S87°45'01"E A DISTANCE OF 174.00 FEET; THENCE S01°18'40"W A DISTANCE OF 44.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 346.11 FEET AND A CHORD BEARING AND DISTANCE OF S15°28'53"W, 180.43 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°13'04" AN ARC DISTANCE OF 182.54 FEET; THENCE S59°24'35"E A DISTANCE OF 174.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 520.11 FEET AND A CHORD BEARING AND DISTANCE OF S32°49'22"W, 40.52 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'54" AN ARC DISTANCE OF 40.53 FEET; THENCE S54°56'41"E A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 380.00 FEET AND A CHORD BEARING AND DISTANCE OF S49°43'36"E, 185.34 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°13'49" AN ARC DISTANCE OF 187.23 FEET; THENCE S28°09'29"W A DISTANCE OF 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 500.00 FEET AND A CHORD BEARING AND DISTANCE OF S63°59'10"E, 2.52 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'19" AN ARC DISTANCE OF 2.52 FEET; THENCE S25°52'11"W A DISTANCE OF 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2745.00 FEET AND A CHORD BEARING AND DISTANCE OF S13°35'30"W, 161.90 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'47" AN ARC DISTANCE OF 161.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1454.00 FEET AND A CHORD BEARING AND DISTANCE OF S16°55'25"E, 136.02 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°21'43" AN ARC DISTANCE OF 136.07 FEET; THENCE S78°10'15"E A DISTANCE OF 176.82 FEET; THENCE S11°49'45"W A DISTANCE OF 120.00 FEET; THENCE S78°10'15"E A DISTANCE OF 2.34 FEET; THENCE S11°49'45"W A DISTANCE OF 174.00 FEET; THENCE S78°10'15"E A DISTANCE OF 18.83 FEET; THENCE S11°49'45"W A DISTANCE OF 120.00 FEET; THENCE S78°10'15"E A DISTANCE OF 24.52 FEET; THENCE S11°49'45"W A DISTANCE OF 199.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CANFIELD AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (5) FIVE COURSES:

- 1) N78°10'15"W A DISTANCE OF 10.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N33°10'15"W, 28.28 FEET;
2) THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 31.42 FEET;
3) N78°10'15"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S56°49'50"W, 28.28 FEET;
4) THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC DISTANCE OF 31.42 FEET;
5) N78°10'15"W A DISTANCE OF 168.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N34°13'33"W, 27.76 FEET;
6) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°53'23" AN ARC DISTANCE OF 30.68 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COURCELLES PARKWAY; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING (12) TWELVE COURSES;
1) THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1230.00 FEET AND CHORD BEARING AND DISTANCE OF N07°28'38"W, 727.28 FEET;
2) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°23'32" AN ARC DISTANCE OF 738.32 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N19°10'51"E, 27.71 FEET;
3) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°42'29" AN ARC DISTANCE OF 30.62 FEET;
4) N26°57'57"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N73°06'43"W, 27.71 FEET;
5) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°42'28" AN ARC DISTANCE OF 30.62 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1230.00 FEET AND A CHORD BEARING AND DISTANCE OF N31°05'17"W, 78.56 FEET;
6) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°39'36" AN ARC DISTANCE OF 78 57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N11°59'25"E, 28.24 FEET;
7) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'00" AN ARC DISTANCE OF 31.35 FEET;
8) N36°34'50"W A DISTANCE OF 54.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N80°06'05"W, 27.21 FEET;
9) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°44'29" AN ARC DISTANCE OF 29.93 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1230.00 FEET AND A CHORD BEARING AND DISTANCE OF N45°02'00"W, 333.97 FEET;
10) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'19" AN ARC DISTANCE OF 335.01 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 670.00 FEET AND A CHORD BEARING AND DISTANCE OF N42°08'58"W, 248.48 FEET;
11) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'22" AN ARC DISTANCE OF 249.93 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 770.00 FEET AND A CHORD BEARING AND DISTANCE OF N26°44'58"W, 126.55 FEET;
12) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°25'38" AN ARC DISTANCE OF 126.69 FEET TO THE NORTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 27; THENCE S88°18'06"E ALONG SAID NORTH LINE A DISTANCE OF 58.39 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD CONTAINING 15.035 ACRES MORE OR LESS.

- 1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.
2.) THE OWNER HEREBY DEDICATES THE STREET RIGHT OF WAY OF BERNARD DRIVE, DUBUIS DRIVE, JOUBIER DRIVE, ROCHE DRIVE, RUBEL LOOP AND MOSELLE DRIVE AS SHOWN HEREON TO THE PUBLIC FOREVER.
3.) THE OWNER HEREBY GRANTS TO THE PUBLIC AN ELEVEN FOOT (11') AND A TWENTY-TWO FOOT (22') EASEMENT AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
4.) THE OWNER HEREBY GRANTS TO THE CITY OF COEUR D' ALENE DRAINAGE EASEMENTS ON LOT 3 BLOCK 1 AND LOT 3 BLOCK 2 AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE FACILITIES TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS. NO BUILDING, STRUCTURE OR IMPROVEMENT SHALL BE ERRECTED NOR CONSTRUCTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D' ALENE AS EVIDENCED BY THE SIGNATURE OF THE CITY ENGINEER ON AN APPROVED PLAN.
5.) TRACTS A, B, C AND D IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS 22nd DAY OF October, 2018.

Kevin Schneider
BY: GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

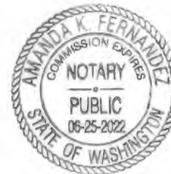
STATE OF WASHINGTON)
)SS
COUNTY OF SPOKANE)

ON THIS 22nd DAY OF October, 2018, BEFORE ME, Amanda K. Fernandez, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED Kevin Schneider, KNOWN OR IDENTIFIED TO ME TO BE Vice President OF GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Amanda K. Fernandez
NOTARY PUBLIC FOR THE STATE OF WASHINGTON

COEUR D'ALENE, ID
RESIDING AT

JUNE 25, 2022
MY COMMISSION EXPIRES



COEUR D' ALENE PLACE THIRTIETH ADDITION

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

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

Table with 4 columns: DRAWN, MEM, DATE, APPROVED, RFK, DATE, SCALE, AS NOTED, SHEET, PROJECT, 18-165, FIELD BOOK. Values include 10/11/18 and 3 OF 3.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Coeur d'Alene Place 30th Addition

THIS AGREEMENT made this 6th day of November, 2018 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 30th Addition, a forty eight (48) lot, residential development in Coeur d'Alene, situated in the SW ¼ of the NE ¼ and the NE ¼ of the SW ¼ and the NW and SW ¼'s of the SE ¼ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 30th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated July 13, 2018, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seventy-four Thousand Six hundred fifty-nine and 00/100 Dollars (\$74,659.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6th day of November, 2019. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.



Kevin Schneidmiller, Vice-President

**CITY COUNCIL
MEMORANDUM**

DATE: NOVEMBER 6, 2018

FROM: MICHELLE CUSHING, CDBG GRANT ADMINISTRATOR

RE: APPROVAL OF GRANT AWARDS TO TESH, INC. AND NORTH IDAHO COLLEGE FOUNDATION, INC. THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

DECISION POINT:

- To authorize a grant award with TESH, Inc. for Energy Efficiency improvements to buildings on its main campus serving youth and adults living with disabilities: CDBG funding totaling \$52,251.00.
- To authorize a grant award with the North Idaho College Foundation, Inc. for scholarship support for LMI Coeur d'Alene residents to attend NIC's Workforce Training Center: CDBG funding totaling \$42,770.40.

HISTORY: On July 12, 2018 the City advertised the request for proposals for projects benefiting low-to-moderate people or neighborhoods, and/or promoting job creation/economic development. Additionally, the funding availability notice was posted to the City webpage, City Facebook, CDA TV, and shared via direct phone calls, flyers and group emails to all 139 on stakeholders list, which includes many service organizations and interested parties that specifically provided services to low to moderate income citizens. Workshops were held on July 26, August 2, and August 8 in the Coeur d'Alene Library. These workshops were publicly advertised and provided information on CDBG eligibility overview and technical assistance; there were a total attendance of 20 people representing a variety of organizations. The grant cycle was open for two and a half months, closing on September 26, 2018. Two applications were received. The Volunteer Ad Hoc Grant Review Committee met on October 18, 2018 to review and rate the applications. The Committee included the following participants: a Coeur d'Alene City Council member, a Kootenai Health Representative, a Coeur Group Representative, a Volunteer Senior Service Coordinator, and CDA's 2030 Executive Director.

FINANCIAL: \$191,820.00 was budgeted in the 2018 CDBG Action Plan for the Community Opportunity Grants. The proposed awards to TESH, Inc. and North Idaho College Foundation, Inc. equals \$52,251.00 towards a facility rehabilitation project and \$42,770.40 for a public service project. The public service maximum for the 2018 fund year community grant allocation is \$42,770.40. The maximum public service funding is a plan year is capped at 15%, and with the \$5,000.00 allocation to the Lake City Center, no other public service funds will be available to allocate for 2018. All funding suggestions total \$95,021.00, leaving a remaining funding pool of \$96,798.60. The Committee supported the reopening the 2018 Community Opportunity Grant

cycle in an effort to solicit more applications to commit the remaining funding. Staff has begun the process of providing a notice of available funding and advertising the grant opportunity.

PERFORMANCE ANALYSIS: Authorizing these grant awards will allow TESH, Inc. and North Idaho College Foundation, Inc. to move forward with their projects. All Committee funding suggestions support projects for at-risk members of Coeur d'Alene's low-to-moderate income community and meet HUD project and activity standards.

DECISION POINT/RECOMMENDATION:

- To authorize a grant award with TESH, Inc. for Energy Efficiency improvements to buildings on its main campus serving youth and adults living with disabilities: CDBG funding totaling \$52,251.00.
- To authorize a grant award with the North Idaho College Foundation, Inc. for scholarship support for CDA residents to attend NIC's Workforce Training Center: CDBG funding totaling \$42,770.40.

AGREEMENT FOR CDBG GRANT FUNDS FOR TESH, INC.

CDBG PROGRAM YEAR: 2018 .

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and TESH, INC., an Idaho non-profit corporation, whose mailing address is 3327 W. Industrial Loop, Coeur d'Alene, ID 83815, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Frances Huffman, CEO. The key contact for the CITY is Michelle Cushing, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-18-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$52,251.00 (Fifty-two thousand and two-hundred-fifty-one dollars and zero cents) to the Subrecipient TESH, INC. for Energy Efficiency modifications. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons through its client services directed towards severely disabled adults of Coeur d'Alene residency.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on March 31, 2020. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$52,251.00 (Fifty-two thousand and two-hundred-fifty-one dollars and zero cents), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. TESH, INC. will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement.

The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

The request should be submitted to the City's Grant Administrator at City of Coeur d'Alene, Attn: Michelle Cushing, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Environmental Review*.

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements

of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. On a semester basis, the Subrecipient shall submit financial reports that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports (Attachment C) shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, Attn: Michelle Cushing, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a yearly basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained

until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the City of Coeur d’Alene. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, and the Subrecipient has caused the same to be signed, and the undersigned have caused this Agreement to be executed this 6th day of November 2018.

CITY of Coeur d’Alene

TESH, INC.

Dated: _____

Dated: _____

By: _____

Steve Widmyer, Mayor

By: _____

Frances Huffman, CEO

ATTEST:

By: _____

Renata McLeod, City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and TESH, INC.

Scope of Services

Under the 2018 allocation of the Community Development Block Grant, TESH, INC. will rehabilitate its two main campus buildings with Energy Efficiency improvements. TESH, INC. TESH serves severely disabled adults with educational training services intended to increase their clients' independent living skills and employment skills. With this project, TESH, INC. will have more sustainable energy costs and will increase both the quality and accessibility of its services.

Summary of the Project Activities

Energy Efficiency modifications for TESH, INC.'s main campus include replacing the HVAC systems in one building, replacing ducting and adding insulation in both buildings, updating the lighting in both buildings. These Energy Efficiency modifications will decrease TESH, INC.'s energy costs, improve the climate of the building, and allow funds to be diverted to client services. In order to qualify for this grant, TESH, INC. verifies that it serves severely disabled youth and adults who are deemed to be of low-to-moderate income and who have access to TESH, INC. as a public facility during normal business operating hours.

Benefits

The program will benefit approximately 50 individuals on a yearly basis; all of whom are determined to be of low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons with a presumed benefit for the LMC designation of severely disabled adults.

Schedule

Upon execution of the Agreement between TESH, INC. and the City of Coeur d'Alene, the Project shall commence and shall be complete by November 1, 2020. At the completion of the project, a final report is due on the number and age of beneficiaries served.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d'Alene and TESH, INC.

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Energy Efficiency modifications to two TESH, Inc. buildings.	\$52,251.00		\$52,251.00
Total	\$52,251.00		\$52,251.00

TESH, INC. will submit a detailed, itemized invoice to the CITY'S CDBG Grant Administrator for review. The invoice shall be dated; it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY'S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

**It is anticipated the project costs will exceed these grant funds; TESH, INC. shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$52,251.00 (Fifty-two thousand and two-hundred-fifty-one dollars and zero cents).

Attachment C

TESH, INC. Reporting Requirements

The Subrecipient shall provide:

- 1) A recent annual agency audit. Please Attach.
- 2) Client data, collected by TESH, INC., demonstrating 1) racial demographics of Coeur d'Alene City clients served annually, 2) the number of Coeur d'Alene clients served annually, 3) verification that Coeur d'Alene City clients receiving aid are low-to-moderate income (LMC)—please provide status indicators and rationale, and 4) Average age of Coeur d'Alene City clientele served. Please attach written statements or other supporting documentation: Attachment D.
- 3) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 4) TESH, INC. will submit detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review annually. Invoices of actual eligible expenses shall be for most recent semester expenses. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.
- 5) Completed demographic and income report for clients served during CDBG funded project: Attachment E.

Attachment D

TESH, INC. Final Report

During the CITY'S CDBG funded timeline of TESH, INC.'s building rehabilitation grant:

- 1) Number of TESH, INC. clients served annually:

- 2) Average age of TESH, INC. clients served:

- 3) Racial demographics of TESH, INC. clients served:

- 4) Explanation of why clients benefitting from TESH, INC.'s services are known to be predominately Coeur d'Alene City residents , >51% or more:

- 5) Brief description of TESH, INC. services and its beneficiaries:

- 6) Brief description of program status at the time of the CITY'S CDBG funding:

- 7) TESH, INC. Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E
Demographic & LMI Income Reporting Requirements

Please report for TESH, INC. clients served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD Income limits)	# Total
Very Low	
Low	
Moderate	

**AGREEMENT FOR CDBG GRANT FUNDS FOR
North Idaho College Foundation, Inc.**

CDBG PROGRAM YEAR: 2018 .

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and NORTH IDAHO COLLEGE FOUNDATION, INC., an Idaho non-profit corporation, whose mailing address is 1000 WEST GARDEN AVENUE, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Rayelle Anderson, Executive Director. The key contact for the CITY is Michelle Cushing, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-18-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$42,770.40 (Forty-two thousand and seven-hundred-seventy dollars and forty cents) to the Subrecipient for NIC's Professional Workforce Training Scholarship program. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons through the distribution of workforce training scholarship aid to students who are residents of Coeur d'Alene.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on November 1, 2020. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$42,770.40 (Forty-two thousand and seven-hundred-seventy dollars and forty cents), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. NORTH IDAHO COLLEGE FOUNDATION, INC. will immediately repay to the City any amount of the grant funds

that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report semester all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

The request should be submitted to the City's Grant Administrator at City of Coeur d'Alene, Attn: Michelle Cushing, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements.*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. On a semester basis, the Subrecipient shall submit financial reports that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit semester performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports (Attachment C) shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, Attn: Michelle Cushing, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations,"

or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a semester basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is

litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other

funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, and the Subrecipient has caused the same to be signed, and the undersigned have caused this Agreement to be executed this 6th day of November 2018.

CITY of Coeur d'Alene

North Idaho College Foundation, Inc.

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor

By: _____
Rayelle Anderson, Executive Director

ATTEST:

By: _____
Renata McLeod, City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and NORTH IDAHO COLLEGE FOUNDATION, INC.

Scope of Services

Under the 2018 allocation of the Community Development Block Grant, NORTH IDAHO COLLEGE FOUNDATION, INC. will be providing a public service through distribution of workforce training scholarships to Coeur d'Alene LMI residents. With this project, NORTH IDAHO COLLEGE FOUNDATION, INC. will help local students receive workforce training and access to higher paying jobs.

Summary of the Project Activities

Scholarships funded under this grant will expand the scope of the current scholarship program provided by the NORTH IDAHO COLLEGE FOUNDATION, INC. In order to qualify for this grant, students provided scholarship aid must be Coeur d'Alene residents who are low-to-moderate income. Student scholarship eligibility will be evaluated by the NORTH IDAHO COLLEGE FOUNDATION, INC.

Benefits

The program will benefit approximately 10 individuals on a semester basis; all of whom are determined to be of low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons.

Schedule

Upon execution of the Agreement between NORTH IDAHO COLLEGE FOUNDATION, INC. and the City of Coeur d'Alene, the Project shall commence and shall be complete by November 1, 2020. At the completion of the project, a final report is due on the number and age of beneficiaries served.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d’Alene and
NORTH IDAHO COLLEGE FOUNDATION, INC.

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Workforce Training Scholarships	\$42,770.40		\$42,770.40
Total	\$42,770.40		\$42,770.40

NORTH IDAHO COLLEGE FOUNDATION, INC. will submit a detailed, itemized invoice to the CITY’S CDBG Grant Administrator for review. The invoice shall be dated; it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY’S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

**It is anticipated the project costs will exceed these grant funds; NORTH IDAHO COLLEGE FOUNDATION, INC. shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$42,770.40 (Forty-two thousand and seven-hundred-seventy dollars and forty cents).

Attachment C

NORTH IDAHO COLLEGE FOUNDATION, INC. Reporting Requirements

The Subrecipient shall provide:

- 1) A recent annual agency audit. Please Attach.
- 2) Client data, collected by NORTH IDAHO COLLEGE FOUNDATION, INC., demonstrating 1) racial demographics of Coeur d'Alene City students served per semester, 2) the number of Coeur d'Alene students served per semester, 3) verification that Coeur d'Alene City students receiving aid are low-to-moderate income (LMI)—please provide status indicators and rationale, and 4) age of Coeur d'Alene City clientele served. Please attach written statements or other supporting documentation: Attachment D.
- 3) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 4) NORTH IDAHO COLLEGE FOUNDATION, INC. will submit detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review each semester. Invoices of actual eligible expenses shall be for most recent semester expenses. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.
- 5) Completed demographic and income report for students served during CDBG funded project: Attachment E.

Attachment D

NORTH IDAHO COLLEGE FOUNDATION, INC. Final Report

During the CITY'S CDBG funded timeline of NORTH IDAHO COLLEGE FOUNDATION, INC.'s workforce scholarship program:

- 1) Number of Coeur d'Alene City students served each semester:

- 2) Average age of Coeur d'Alene City students served:

- 3) Racial demographics of Coeur d'Alene City students served:

- 4) Rationale of how Coeur d'Alene City's student population receiving scholarship assistance are determined to be low-to-moderate income (LMI):

- 5) Brief description of scholarship program and its beneficiaries:

- 6) Brief description of program status at the time of the CITY'S CDBG funding:

- 7) NORTH IDAHO COLLEGE FOUNDATION, INC. Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E
Demographic & LMI Income Reporting Requirements

Please report for Coeur d'Alene City students served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD Income limits)	# Total
Very Low	
Low	
Moderate	

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: Monday October 22nd, 2018
FROM: Kirk Johnson, Information Systems Division
SUBJECT: Declare I.T. equipment to be Surplus and Authorize Disposal

DECISION POINT: Should Council declare the unused I.T. equipment on attached list to be Surplus and authorize I.T. to proceed with auction or recycling with the ultimate purpose of disposing of the equipment?

HISTORY: The equipment on the list has been replaced due to failure or performance issues. Any equipment in working condition is offered to nonprofit agencies after the equipment has been posted online for purchase for a minimum of two weeks.

Data on any of the equipment has been erased by overwriting the device with 0's in three passes. Any devices that contained data and are now inoperable will be destroyed once the item is declared surplus.

FINANCIAL ANALYSIS: The equipment on the attached list will likely be found to have nominal value after being offered as surplus on our website and will, thus, need to be donated or recycled. Nominal value is a current value of zero or a current value of less than what it would cost to dispose of the surplus item at an auction or refuse site.

PERFORMANCE ANALYSIS: Our allotted storage space for surplus equipment is full. We need to declare the items in this space as Surplus so we can free up needed space.

DECISION POINT/RECOMMENDATION: Council should declare the I.T. equipment on the attached list to be surplus and authorize staff to begin the disposal process.

Type	Serial	Asset #	Location	Manuf	Model	Batch
Monitor	ETL210213544200175 ED12	2489	PDIT	Acer	Plug and Play Monitor	2018-01
Desktop	16274000600460	3078	Surplus Storage	INTEL_	DH61BE__	2018-01
Desktop	16274000600489	3050	Surplus Storage	INTEL_	DH61BE__	2018-01
Desktop	16274000600477	3049	Surplus Storage	INTEL_	DH61BE__	2018-01
Desktop	BTTC01100CE0	2686	IT-Bench 55MB for Dban			2018-01
Desktop		3628	PDIT	Dell Inc.	Precision WorkStation T7400	2018-01
Desktop		2820	PDIT - Surplus			2018-01
MDC	8HKSB81201	3495	Sewer Plant			2018-01
Laptop	S1A015673H	3890	IT - M750 Checkout system	TOSHIBA	PORTEGE M750	2018-01
MDC		2377	PDIT	Matsushita Electric Industrial Co.,Ltd.	CF-19CHBAXBM	2018-01
Laptop	1A015681H	3894	Mayor - Steve Widmyer - 201	TOSHIBA	PORTEGE M750	2018-01
Laptop		3942	PDIT	Panasonic Corporation	CF-19KDRAX6M	2018-01
MDC		3656	PDIT	Panasonic Corporation	CF-19KHRAX2M	2018-01
MDC		3657	PDIT	Panasonic Corporation	CF-19KHRAX2M	2018-01
MDC	9FKYA79063	3663	PDIT	Panasonic Corporation	CF-19KDRAX6M	2018-01
Laptop	4a078129h	3959	IT - M780 Checkout system	TOSHIBA	PORTEGE M780	2018-01
Laptop	4A078003H	3961	IT - M780 Checkout system	TOSHIBA	PORTEGE M780	2018-01
Laptop		3941	IT- Shelf * Was Raymond - 767	Panasonic Corporation	CF-19KDRAX6M	2018-01
Laptop	2CE0111BR3	3671	PDIT	Hewlett-Packard	Compaq Presario CQ60 Notebook	2018-01
MDC	9LKSA38655	3949	Was L341 MDT Now in closet in IT. POS	Panasonic Corporation	CF-19KDRAX6M	2018-01
Printer		3310	PDIT	datamax	m-class	2018-01
MDC	9LKSA38596	3947	PDIT	Panasonic Corporation	CF-19KDRAX6M	2018-01
Monitor	703GJJY11983	4027	PDIT	HannsG	JC199D	2018-01
Monitor	919GR3Na05235	3604	PDIT	HannsG	HX191D	2018-01
Desktop		3836	Mike - 271	INTEL_	DH87RL__	2018-01
Desktop		3178	IT - From Felicia - 223	INTEL_	DH61BE__	2018-01
MDC	9LKYA34051	4084	PDIT - EOL	Panasonic Corporation	CF-19KDRAX6M	2018-01
MDC	9LKYA36863	4090	PDIT	Panasonic Corporation	CF-19KDRAX6M	2018-01
Laptop	LXE530604882818D5A 2000	4094	PDIT	Acer	Extensa 5620	2018-01
Monitor	M7A36KA001228	1955	PDIT	ADI	A701	2018-01
Network Device	JMX1421Z2JB	4153	Water (SCADA)	Cisco	ASA 5505	2018-01
Laptop	1ZK6417F1U9	4136	PDIT	LENOVO	423946U	2018-01
UPS	4226	4226	police	TRIPP LITE	SMART2200rmlxL2	2018-01
Desktop		2488		Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Laptop		3940	IT - M750 Checout system	TOSHIBA	PORTEGE M750	2018-01
Laptop	66026883J	2439	PDIT	TOSHIBA	TECRA A8	2018-01
Laptop	R8-EY3TC 11/11	4157	WATER ADMIN	LENOVO	4177R3U	2018-01
Desktop		2708	PDIT	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop	Clone	4262	PDIT	INTEL_	DH61BE__	2018-01

Type	Serial	Asset #	Location	Manuf	Model	Batch
Desktop		2939		Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
MDC		2356	Library surplus room	Matsushita Electric Industrial Co.,Ltd.	CF-18KHHZBM	2018-01
Desktop		3768	FAdmin Tech PC	INTEL	DG31PR	2018-01
Laptop	1S7417TPUL3A0994	3517	PDIT	LENOVO	7417TPU	2018-01
MDC	0AKSA44863	3655	PDIT	Panasonic Corporation	CF-19KHRAX2M	2018-01
MDC	0AKSA44909	3660	PDIT	Panasonic Corporation	CF-19KHRAX2M	2018-01
Desktop		GVRZLN1	WW SCADA PLANT			2018-01
Desktop		3042	IT Bench - DH61BE	INTEL_	DH61BE__	2018-01
Desktop		3555	SIGN SHOP	INTEL_	DH61BE__	2018-01
Desktop		2491	PDIT	INTEL	DG41TY	2018-01
Desktop		2710	LIB - EOL	INTEL_	DH61BE__	2018-01
Desktop		2626	IT - EOL no HDD - From Brandon - 374			2018-01
MDC	8KTYA37758	3572	Tom Howard	Matsushita Electric Industrial Co.,Ltd.	CF-52EKNBDAM	2018-01
Laptop	PK2CGZ3	4593	Todd - Testing	LENOVO	34352RU	2018-01
Desktop		3514	PDIT	INTEL_	DH87RL__	2018-01
MDC	9LKYA36844	4086	PDIT-EOL	Panasonic Corporation	CF-19KDRAX6M	2018-01
Desktop		2742	PDIT	INTEL_	DH87RL__	2018-01
Desktop		4699	PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4700	PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4702	PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4701	PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4726	IT Bench - H87M-D3h	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4727	Front Counter - Left System	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4731	Linda Jagars - 209	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4746	Juanita - 348	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4801	IT - Dead No HDD - From Legciv Randy	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4749	Tami - 325	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4750	IT- Hallway - Spare 87 System	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4681	PDIT - Spare Hardware	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4694	INVESTIGATIONS - FRONT DESK	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4698	INVESTIGATIONS - ANIMAL CONTROL	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4692	INVESTIGATION - ANIMAL CONTROL	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4693	PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4683	PDIT	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4803	Metting Room - Disabled in ADUC	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4786	Jim - 367	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Laptop	9LKYA34106	4085	SIGN SHOP	Panasonic Corporation	CF-19KDRAX6M	2018-01
Laptop	1A015672H	3888	Darci - M750 Checkout system	TOSHIBA	PORTEGE M750	2018-01
Desktop		2587	sign shop	INTEL_	DH61BE__	2018-01
MDC	9LKYA36394	4077	PDIT - EOL	Panasonic Corporation	CF-19KDRAX6M	2018-01

Type	Serial	Asset #	Location	Manuf	Model	Batch
Desktop		2592	IT - EOL No HDD - From JP - 511			2018-01
Desktop		4804	Adam - 314	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4748	Chrisdee - 409	Gigabyte Technology Co., Ltd.	H87M-D3H	2018-01
Desktop		4806	Shannon - 324	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4808	Front Desk - 486	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4810	Carrie - 300 - In IT	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4815	Batt Chief - 585	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4813	IT - Spare Case - No MB - No HDD	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4638	PDIT	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		3592	PDIT	INTEL_	DH87RL_	2018-01
Desktop		4723	IT - From Sean - 401			2018-01
Desktop		3680	pdit	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		5011	IT - Spare H97 system - Disabled in ADUC	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		4607	IT - Spare Case - No MB - No HDD	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
Desktop		5066	IT - Spare H97 system - From Chris - 228	Gigabyte Technology Co., Ltd.	H97M-D3H	2018-01
desktop		3629	pdit			2018-01
MDC		4087	PDIT	Panasonic Corporation	CF-19KDRAX6M	2018-01
desktop	16274016800057	3973	Surplus Storage			2018-01
desktop	16274016800047	3048	Surplus Storage			2018-01
desktop	16287001900575	3046	Surplus Storage			2018-01
desktop	16274016800007	3061	Surplus Storage			2018-01
desktop	16287001900506	3870	Surplus Storage			2018-01
desktop	16287001900601	4290	Surplus Storage			2018-01
desktop	16274000600420	2980	Surplus Storage			2018-01
desktop	16287001900573	3867	Surplus Storage			2018-01
desktop	16274000600465	3045	Surplus Storage			2018-01
desktop	16274000600417	2985	Surplus Storage			2018-01
desktop	16173018400490	2984	Surplus Storage			2018-01
desktop	16274000600466	2983	Surplus Storage			2018-01
desktop	16274000600398	2982	Surplus Storage			2018-01
desktop	16274000600474	2981	Surplus Storage			2018-01
desktop	16287001900568	3868	Surplus Storage			2018-01
desktop	16274016800051	2977	Surplus Storage			2018-01
desktop	16173018400515	2978	Surplus Storage			2018-01
desktop	16274000600480	5697	Surplus Storage			2018-01
desktop	16287001900558	3974	Surplus Storage			2018-01
desktop	16287001900567	3871	Surplus Storage			2018-01
desktop	16274016800048	2870	Surplus Storage			2018-01
desktop	16274000600476	2994	Surplus Storage			2018-01
desktop	16274000600495	3076	Surplus Storage			2018-01

Type	Serial	Asset #	Location	Manuf	Model	Batch
desktop	16274000600316	2898	Surplus Storage			2018-01
desktop	16274000600430	2992	Surplus Storage			2018-01
desktop	16274000600464	2986	Surplus Storage			2018-01
desktop	16274000600096	2993	Surplus Storage			2018-01
desktop	16274000600473	2988	Surplus Storage			2018-01
desktop	16274000600408	2987	Surplus Storage			2018-01
desktop	16274000600498	2991	Surplus Storage			2018-01

**GENERAL SERVICES
STAFF REPORT**

Date: October 22, 2018
From: Bill Greenwood Parks & Recreation Director
SUBJECT: CDA Parasail & Watersports Agreement Renewal *(Council Action Required)*

DECISION POINT: Should the City Council accept the recommendation of the Parks & Recreation Commission to extend the Coeur d'Alene Parasail and Watersports Agreement for an additional four (4) years?

HISTORY: Coeur d'Alene Parasail & Watersports, Inc., has been leasing Bays 4 and 9 on the commercial dock for over 19 years. The owners have requested an four-year extension to the lease agreement and the Parks & Recreation Commission is recommending approval of the extension.

FINANCIAL ANALYSIS: The rental amounts, as per the lease agreement, have been increased each year based on the increase in the Consumer Price Index (CPI) Western. These increases will continue through the new lease.

PERFORMANCE ANALYSIS: Coeur d'Alene Parasail & Watersports, Inc., currently has a 4-year Lease Agreement with the City that will expire on September 30, 2019. Section 3 of this Agreement allows them to submit a written request for a 4-year extension of their lease. Coeur d'Alene Parasail & Watersports has submitted a letter requesting this 4-year extension beginning May 1, 2019, and expiring on September 30, 2023. CDA Parasail and Watersports have also asked to remove Benjamin C. Rodriguez and Ruthie Rodriguez from this new lease agreement due to retirement. The new lease will be with Coeur d'Alene Parasail & Watersports, Inc., and the Rodriguez' sons, Benjamin Cruz Rodriguez II and Reuben Danial Cruz Rodriguez.

DECISION POINT / RECOMMENDATION: The City Council should approve the extension of the lease agreement with Coeur d'Alene Parasail and Watersports, Inc., for four (4) years, beginning May 1, 2019, and ending September 30, 2023, on the same terms and conditions as the existing Lease Agreement.

LEASE AGREEMENT

THIS LEASE is entered into this 6th day of November, 2018, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **COEUR D'ALENE PARASAIL & WATERSPORTS, INC., and BENJAMIN CRUZ RODRIGUEZ II and REUBEN DANIEL CRUZ RODRIGUEZ**, with their principle place of business at 7040 N Valley Street, Dalton Gardens, Idaho 83815, hereinafter referred to as the "Lessee."

WITNESSETH:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage along the Westside of the City Dock, to wit:

THOSE SPACES DESCRIBED AS BAY 4 ON THE EAST SIDE
AND BAY 9 ON THE WEST SIDE OF THE CITY DOCK.

Said bays are depicted on the attached drawing identified as Exhibit "A" and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be four (4) years from May 1st through September 30th each year, commencing May 1, 2019, and ending September 30, 2023. Any property left beyond September 30, 2023, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock in advance of May 1, 2019, for the first year of the lease, the sum of Ten Thousand One Hundred Seventeen and 48/100 Dollars (\$10,117.48), based on a monthly rental of Nine Hundred Ninety-One and 91/100 Dollars (\$991.91) per month per bay and One Hundred Ninety-Eight and 38/100 (\$198.38), the (2%) Department of Lands fee as identified in Section 4. The rental fee will increase annually in an amount that matches any increase in the Consumer Price Index (CPI) Western. For the second year of the Lease and each subsequent year thereafter until termination, the monthly rental amount shall be paid in advance of May 1st of each year.

Section 3. Renegotiation: Lessee may request in writing a four (4) year extension of this agreement for the period from May 1, 2024, to September 30, 2028, by submitting to Lessor a written request for extension after May 1, 2023, and prior to October 1, 2023. Upon receipt of such request, the Lessor will consider whether it will grant an additional four (4) year extension and if so, the parties may mutually renegotiate terms applicable to said extension.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rent: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is One Hundred Ninety-Eight and 38/100 (\$198.38), or 2% of the annual fee. This fee is included in Section 2. Should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days, to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Parks Director. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks Director and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises at Bay 4: It is understood and agreed that the Lessee will use the leased premises only for the purpose of mooring one (1) power motor boat with flat decking specifically designed for parasailing by take-off and landing on an attached deck and loading and unloading passengers of said boat for transporting to parasailing locations. It is specifically understood that no parasailing may occur on or from the City dock or within the City limits of Coeur d'Alene. Except as set forth in Section 10 entitled "Souvenir Sales," the Lessee shall make no sales form the dock of merchandise of any type including but not limited to watercraft, food, or beverages. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. The manner of moorage of the watercraft shall be approved by the Lessor or its Parks Director. Due to increased water activity on the 4th of July, access to the dock will be restricted from 6:00 p.m. to the following morning.

Section 12. Use of Leased Premises at Bay 9: It is understood and agreed that the Lessee will use the leased premises only for the moorage of non-motorized watercraft for hire, and the loading and/or unloading of said craft. Low tech is described as aquatic equipment with zero (0) horsepower or that which is propelled by human power only. Except as set forth in Section 10 entitled "Souvenir Sales," the Lessee shall make no sales form the dock of merchandise of any type including but not limited to watercraft, food, or beverages. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. The manner of moorage of the watercraft shall be approved by the Lessor or its Parks Director. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 13. Liability: The Lessee covenants to hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase "in and about the

leased premises” shall mean the City Dock and all other areas owned, maintained, or regulated by Lessor upon which Lessee’s customers and potential customers, invitee’s, employees, and agents utilize in the course of his/her activity associated with Lessee’s use, or inquiry about the same on Lessee’s watercraft or in the course of access to or egress from Lessee’s watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy.

This policy must run for the entire period of this lease.

Section 14. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 15. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 16. Interference With Use By Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 17. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 18. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

Section 19. Parking: The parties recognize that the City is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may effect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases, holds harmless Lessor and waives any claim whatsoever Lessee may have against the City its employees, agents, elected and appointed officials in the event parking is modified.

Section 20. Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, that Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 21. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to 7040 N Valley Street, Dalton Gardens, Idaho 83815 and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 22. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease will identify any infraction in this agreement that causes termination, or the city may terminate the agreement for construction, access, or other needs or uses of said lease site.

Section 23. Time of the Essence: Time is of the essence of this agreement.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE: COEUR D'ALENE PARASAIL
& WATERSPORTS, INC.,
BENJAMIN CRUZ RODRIGUEZ II &
REUBEN DANIEL CRUZ RODRIGUEZ

By: _____
Steve Widmyer, Mayor

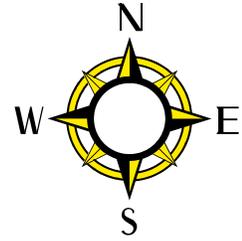
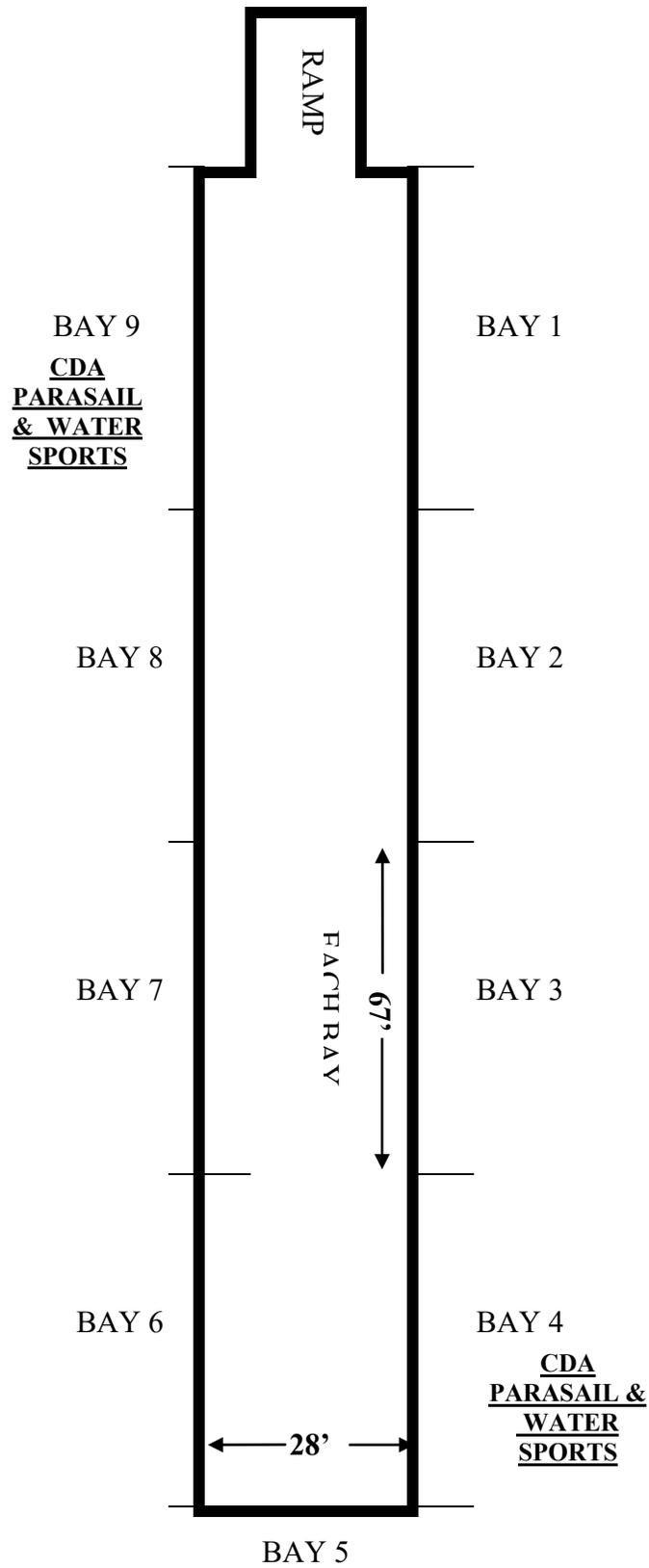
By: _____
Benjamin Cruz Rodriguez II, Owner

By: _____
Reuben Daniel Cruz Rodriguez, Owner

ATTEST:

Renata McLeod, City Clerk

Exhibit "A"



**GENERAL SERVICES
STAFF REPORT**

Date: October 15, 2018
From: Bill Greenwood Parks & Recreation Director
SUBJECT: MOU with IDPR (*Council Action Required*)

DECISION POINT: Should General Services recommend that the City Council approve a Memorandum of Understanding with the Idaho Department of Parks and Recreation for the maintenance of that portion of the public trail and parkway along East Lakeshore Drive from the Rutledge Trailhead to the City limits at S. Silver Beach Road?

HISTORY: Since 1998, the Idaho Department of Parks & Recreation (IDPR) has maintained the trail and parkway along that portion of E. Coeur d'Alene Lake Drive between the Rutledge Trailhead and the City limits at S. Silver Beach Road under an agreement with ITD. The City of Coeur d'Alene entered into a Maintenance Agreement on April 6, 2018, with ITD for the portion of E. Coeur d'Alene Lake Drive that falls within the city limits, but the maintenance of the Rutledge Trailhead was unintentionally omitted. Since that time the Parks Department has taken the responsibility of maintaining this trailhead which includes the care of a parking lot and vault restroom, and the mowing of about an acre of turf.

FINANCIAL ANALYSIS: We will have some costs for pumping the vault restroom and repairs that are over \$300 for building and grounds repairs. These small costs will be paid through an existing line item in the Parks Department budget.

PERFORMANCE ANALYSIS: IDPR is currently maintaining this entire portion of the Centennial Trail, including Higgins Point, and is willing to continue the maintenance of the Rutledge Trailhead area.

DECISION POINT / RECOMMENDATION: General Services should recommend that the City Council approve a Memorandum of Understanding with the Idaho Department of Parks and Recreation for the maintenance of that portion of the public trail and parkway along E. Coeur d'Alene Lake Drive which is within City limits.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE
AND
THE IDAHO DEPARTMENT OF PARKS AND RECREATION
FOR
MAINTENANCE OF PUBLIC PARKWAY ALONG COEUR D'ALENE LAKE DRIVE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("CITY") and the Idaho Department of Parks and Recreation ("IDPR") and is intended to document the parties' mutual agreement to cooperate in maintaining the public trail and parkway along E. Coeur d'Alene Lake Drive that is inside the limits of the CITY.

II. RECITALS:

WHEREAS, the CITY is a municipal corporation organized under the laws of the State of Idaho; and,

WHEREAS, IDPR is a Department of the State of Idaho; and,

WHEREAS, the CITY, under agreement with the Idaho Department of Transportation, has assumed responsibilities for management and maintenance of the multimodal transportation facility consisting of a trail, parkway, and road known as E. Coeur d'Alene Lake Drive, including the right-of-way appurtenant thereto within the limits of the CITY

WHEREAS, prior to the CITY's assumption of jurisdiction over those portions of E. Coeur d'Alene Lake Drive within the limits of the CITY, IDPR operated and maintained the trail and parkway along that portion of E. Coeur d'Alene Lake Drive between the Rutledge Trailhead and the City limit at S. Silver Beach Road, for the residents of and visitors to the State of Idaho, under a Memorandum of Understanding with the Department of Transportation;

WHEREAS, the mutual goals of the CITY and IDPR include continuing to provide a safe and desirable public recreation trail and parkway; and,

WHEREAS, to achieve these goals it is necessary to have a Memorandum of Understanding between the parties regarding the responsibility for operation and maintenance of that portion of the trail and parkway that is now located within the limits of the CITY;

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. IDPR Responsibilities:

1. The area under IDPR management will include the trail surface, public use amenities, and landscaped turf areas, from the Rutledge Trailhead to the City

limit at S. Silver Beach Road. The above-described features are hereinafter referred to as the "Parkway."

2. IDPR will accept in full and every respect the following responsibilities for maintenance and operation of the Parkway: sweeping, cleaning, and snow removal of trail surfaces (when deemed necessary and appropriate by IDPR); cleaning up after storms; care of any landscaped areas that may be associated with the Parkway, including minor irrigation repairs; restroom cleaning; educational signing; installation and maintenance of a dog waste station; litter cleanup; and removal of garbage from litter containers associated with Parkway facilities.
3. Public use of the Parkway shall be governed by the provisions of Idaho Code title 67, title 42, and IDAPA 26.01.20 – Rules Governing the Administration of Park and Recreation Areas and Facilities.
4. Those portions of the Parkway addressed in this MOU, in conjunction with IDPR's land at Higgins Point and the trail and parkway along those portions of E. Coeur d'Alene Lake Drive under the jurisdiction of the East Side Highway District, shall be collectively known and managed as Coeur d'Alene Parkway State Park.
5. Subject to applicable State law, including but not limited to the Idaho Constitution, Art. 7, Sec. 11; the Idaho Tort Claims Act, Idaho Code title 6, chapter 9; and Idaho Code §§ 59-1015 and 1016; IDPR agrees to indemnify, defend, and hold harmless, CITY and its officers, agents and employees from and against any and all liability, demands, claims, damages, losses and expenses (including reasonable attorney fees) and liabilities of every nature whatsoever, that may be incurred by reason of any claimed act or omission, neglect or misconduct of IDPR in the operation and maintenance of the Parkway. IDPR shall not be required to indemnify CITY hereunder for any harm or damage resulting from CITY's negligence or breach of obligations under this MOU. Nothing contained herein shall be deemed a waiver of the State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

B. CITY responsibilities:

1. CITY, as the successor in interest to all applicable easements and title documents for E. Coeur d'Alene Lake Drive, shall be responsible for maintenance of the side slopes and other lands between the trail and the lake shore, including the addressing of any riparian access issues and any other issues with underlying or adjacent landowners, including any applications to construct docks or other encroachments, consistent with the holding in *Lake Coeur d'Alene Investments, LLC v. Idaho Dept. of Lands*, 149 Idaho 274 (2010). CITY will notify IDPR of any issues that may impact the utilization of the Parkway.
2. CITY shall be responsible for: all capital improvements; all repairs (over \$300) to existing facilities, grounds and irrigation systems; and where applicable,

construction of improvements necessary to comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

3. City shall: provide for an annual pumping of the two existing vault toilets; maintain and provide weed spraying of the separation ditch from Potlach Hill overpass to Silver Beach to prevent vegetative growth; maintain vehicle and pedestrian traffic control devices, illumination, and signs; maintain and clean drainage features and culverts; maintain the parking area (including curb, sidewalk and asphalt patching and repairs, crack sealing, asphalt sealcoats); stripe the parking area as needed, but on a minimum of a 3-year cycle; and provide parking area snow removal. Provided, that in removing snow from parking area, CITY shall place removed snow in manner that does not impact or restrict trail access or use.
4. To the fullest extent allowed by law, the CITY will indemnify, save harmless and defend, regardless of outcome, IDPR from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any claimed act or omission, neglect or misconduct of CITY in the operation and maintenance of the trail facility.

C. It is further agreed by CITY and IDPR:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That the CITY and IDPR shall coordinate issuance of event permits that (1) utilize both the Parkway and lands under CITY management (including, but not limited to, the Centennial Trail and those portions of the E. Coeur d'Alene Lake Drive right-of-way not included in the Parkway), or (2) that would impact vehicle travel on E. Coeur d'Alene Lake Drive. Such permits will be valid only with the approval of both IDPR and the CITY.
3. Any communication to IDPR regarding any matter addressed in this MOU shall be directed to:

Park Manager
Coeur d'Alene Parkway
2885 Kathleen Avenue, Suite 1
Coeur d'Alene, ID 83815
208-683-2425

4. Any communication to CITY regarding any matter addressed in this MOU shall be directed to:

Bill Greenwood City of Coeur d Alene Parks & Recreation Director
710 Mullan Coeur d Alene, Idaho 83814
(208) 769-2251

5. That this MOU may be modified by mutual written agreement.
6. That this MOU is for a term of five years and shall renew automatically on the fifth anniversary of its signing, and every five years thereafter, unless a party hereto provides notice no less than ninety (90) days before such renewal of its intent to terminate, or seek modification of, this MOU.
7. That this MOU may be terminated by either party with ninety (90) days' notice to the other party.
8. That termination of this MOU by either party for any reason shall not be cause for claims of damages by the other party.
9. That this MOU shall not be construed as a lease of the Parkway to IDPR and that no leasehold interest is conveyed herein.
10. Nothing in this MOU shall be deemed to make either party an agent of the other party. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 6th day of November, 2018.

CITY OF COEUR D'ALENE

IDAHO DEPARTMENT OF PARKS AND RECREATION

Steve Widmyer, Mayor

David Langhorst, Director

ATTEST:

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this day of 6th day of November, 2018, 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 _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of November, 2018, before me, a Notary Public, personally appeared David Langhorst and _____, known to me to be the Director and _____ of the Idaho Department of Parks and Recreation who executed the forgoing instrument and acknowledged to me that said Idaho Department of Parks and Recreation 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 _____

ANNOUNCEMENTS

Memo to Council

DATE: October 23, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the November 6th Council Meeting:

BRIDGET HILL

PARKS & RECREATION COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Melissa Brandt/Bill Greenwood

Memo to Council

DATE: October 29, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the November 6th Council Meeting:

SCOTT HOSKINS Ignite CDA Board

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

Sincerely,

Amy Ferguson
Executive Assistant

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

Memo to Council

DATE: October 29, 2018

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 6th Council Meeting:

ZACH MacKIMMIE

Alt. Student Representative

CDA TV Committee

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDA TV Liaison

OTHER BUSINESS

Midtown Parking Study

Presentation to City Council Seeking Direction on a Parking Plan for Midtown



* Parking Analysis

- * Rich & Associates hired to evaluate parking in Midtown
- * Study Area: 9 blocks along 4th Street (Foster to Harrison)
- * Looked at full study area and core area
- * Evaluated parking supply, parking utilization, current and future parking demand
- * Public Meeting (June 12, 2018, 6-7pm)
- * Field Work (June 13-14, 2018)
inventory, turnover and occupancy analysis
- * Final Report dated September 2018



* Findings

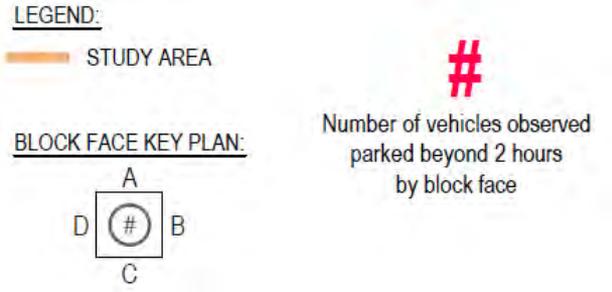
CORE AREA WEDNESDAY JUNE 13, 2018													
	# of Spaces	9:00AM-11:00AM	Occ %	11:00AM-1:00PM	Occ %	1:00PM-3:00PM	Occ %	3:00PM-5:00PM	Occ %	5:00PM-7:00PM	Occ %	7:00PM-9:00PM	Occ %
Totals	353	110	31%	158	45%	160	45%	140	40%	131	37%	107	30%

CORE AREA THURSDAY JUNE 14, 2018							
	# of Spaces	5:00PM	Occ %	6:00PM	Occ %	7:00PM	Occ %
Totals	313	92	29%	84	27%	65	21%

- * Parking Supply: 948 spaces
332 public (35%) & 616 private (65%)
- * Highest parking utilization = 4th St. from Montana Ave. to E. Reid Ave.
- * Peak Occupancy = 11am-1pm
- * Overall Daytime Surplus = 435 spaces
- * Overall Daytime Surplus (Core) = 88 spaces
- * Peak Nighttime Occupancy = 5pm (26%)

* Findings

Number of Vehicles Parked Over 2 Hours



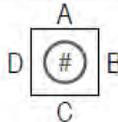
* Findings

Peak Occupancy (Wednesday 11am-1pm)

LEGEND:

STUDY AREA

BLOCK FACE KEY PLAN:



PARKING OCCUPANCY

- 85% through 100%
- 75% through 84%
- 50% through 74%
- 0 through 49%



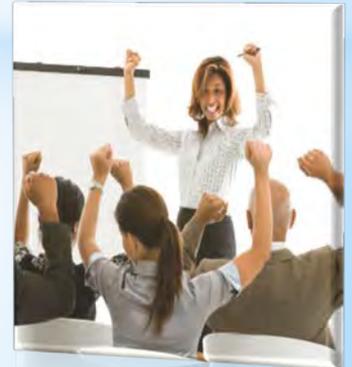
*Recommended Solutions

1. Improve Existing Public Parking Lots (*Lighting, Striping, Asphalt Repairs*)
2. Work with Ignite to Create More Public Parking in the Reid-Boise Corridor
3. Improve Signage Directing Cars to Public Parking
4. Improve Lighting in Alley Leading to Public Parking
5. Create Residential Parking Zones and Enforcement
6. Encourage Shared-use Parking in Private Lots
7. Create a Loading Zone for Deliveries
8. Marketing of Parking Lots
9. Identify Future Public Parking Lots
10. Work to Get Public/Private Parking to a 50-50 Ratio



*Stakeholder Feedback

from November 5 public meeting



*Next Steps

11/6: Presentation to City Council seeking direction for Midtown Parking Plan

11/21: Presentation to Ignite

November-February: Develop Midtown Parking Plan

2/19: Presentation to Council of Midtown Parking Plan

Requested Action:

Direct staff to develop a Parking Plan for Midtown.



**CITY COUNCIL MEETING
STAFF REPORT**

DATE: November 6, 2018

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF CONTRACT WITH DAVID BOYER FOR PUBLIC ART IN THE TWO SELTICE WAY ROUNDABOUTS

DECISION POINT: To approve a contract with David Boyer for public art in the two Seltice Way Roundabouts in the amount of \$160,000.00.

HISTORY: The City of Coeur d’Alene Arts Commission issued a national Request for Artist Qualifications on March 26, 2018 for public art in two traffic roundabouts located at the intersections of Seltice of Way and Atlas Road, and Seltice Way and W. Idewild Loop/Grand Mill Lane. The roundabouts are approximately 1.5 miles apart, and .25 miles from the Spokane River. The call was managed through the City’s account with Call for Entry.Org (CaFE), which is an online call to artists listing site. As noted in the Request for Qualifications, the call was a two-step process. Interested parties were invited to submit their qualifications through CaFE, and then eligible submissions were reviewed by a selection committee and six finalists were selected to develop proposals. To meet the qualification requirements for the first step of the process, artists were instructed to provide information regarding their experience in fabricating and installing permanent artwork suitable for the outdoor elements, with a cost of at least \$50,000.

The City received a total 130 artist qualification submissions through CaFE and after initial review, the artists who met the minimum qualifications were narrowed down to 97 artists. The selection committee, consisting of seven voting members including citizens, arts professionals, Councilmember Amy Evans, Parks & Recreation Director Bill Greenwood, and three non-voting members of the Arts Commission, met on May 21, 2018 for an initial review of the artist qualifications. At that meeting, six (6) artist finalists were selected to prepare proposals, budgets and maquettes. The artist finalists were Wenxia Zhang, David Boyer, Allen & Mary Dee Dodge, Ilan Averbuch, John Davis, and Ken McCall. Each artist was provided with a proposal preparation fee of \$1,000, and the maquettes and proposals were due by August 17, 2018. The artists were requested to consider the following in the creation of their proposals:

- The Spokane River, as a major waterway connection between Lake Coeur d’Alene and points west;
- Coeur d’Alene’s history, its future, and the region’s natural resources;
- The significance of the Coeur d’Alene Tribe’s history and presence;
- Thematic originality, especially in regard to the existing Coeur d’Alene public art collection, regional history and future of the area; and
- Minimum maintenance, with appropriate consideration for the area’s extreme seasonal changes.

After receipt of the maquettes by the City, they were placed on display in three separate locations (City Hall, Coeur d'Alene Public Library, and the Kroc Center), for a period of approximately one week in each location, to allow for public comment. Over 1,100 public comments were received and the comments were overall extremely positive.

Following the close of the public comment period, the selection committee met again on October 1, 2018 to review the public comments and other considerations. Also in attendance at that meeting was Matt Gibb, of Welch Comer Engineers, the designer of the roundabouts, who was available to answer engineering-related questions. Skype interviews with each artist were conducted and the artists were asked about their experience and their vision for the Seltice Way Roundabouts. Following the interviews, and after thorough review and discussion, the voting members of the selection committee filled out a rating score sheet for each artist based on the artistic quality of the proposal (context, structural integrity, feasibility), whether the work represented the City of Coeur d'Alene as a place or community, maintenance issues, successful completion of past projects, reference checks which were conducted by members of the Arts Commission project subcommittee members, the artist's general experience in fabrication and installation, number of projects, projects in this region, use of very resistant/durable materials, thematic originality in regard to the City's existing collection, regional history and future of the area, and the popular vote. The rating score sheets were tallied, and the high score was received by artist David Boyer, of Reno, NV, and his art proposals entitled "Swimming with Friends" and "Soaring with Friends." The selection committee was especially impressed with Mr. Boyer's Skype interview, the research he conducted on the project, and the extremely positive responses received from his previous project references. Public comments received for Mr. Boyer's maquettes were also very positive, and his proposal came in as one of the top three favorites.

The selection committee made a couple of suggestions in regard to Mr. Boyer's proposal. The first was in regard to the kinetic nature of the pieces. It was suggested to check with Mr. Boyer to see if he would be able to fabricate a way to secure the pieces and keep them from moving in the event of strong winds. The artist was contacted and responded that, while the pieces are kinetic in nature, rather than spinning around they move very slowly in the direction of the prevailing wind, much like a weather vane. He noted that he has constructed similar pieces for Reno and Colorado, and has not encountered any problems. In Colorado, all of their pieces are required to withstand 80 to 100 mile an hour winds.

The second suggestion of the selection committee was in regard to the bird sculptures. Based upon the public comments received where some people thought that the birds were planes, it was suggested that Mr. Boyer revise the sculpture so that it looks more like a bird. He said that he would be happy to do that.

The recommendation of the selection committee was then presented to the Arts Commission at their meeting on October 23, 2018, and the commission voted unanimously to accept the recommendation of the selection committee, and to recommend that council approve a contract with David Boyer for "Swimming with Friends" and "Soaring with Friends" in the amount of \$160,000. Pursuant to the Request for Qualifications timeline, the artwork would be scheduled for completion and installation in May or June of 2019.

FINANCIAL: The total budgeted amount, including contingencies, for both Seltice Way roundabouts is \$175,000. The contract with Mr. Boyer would be issued for the amount of \$160,000. Funding for the roundabouts would come from the Arts Fund – River District URD. Ignite CDA

annually provides 2 percent of its income to the city for public art within the two urban renewal districts.

DECISION POINT/RECOMMENDATION: To approve the contract with David Boyer for public art in the two Seltice Way roundabouts.

ATTACHMENT: Artist Proposal

DAVID BOYER
15150 Sheri K Bar Lane, Reno, NV 89521
(775) 560-3803, windart@sbcglobal.net, www.boyersculpture.com

City of Coeur d' Alene "The Connecting River" Roundabout Project
Public Art Proposal
"Swimming with Friends" and "Soaring with Friends"
August 2018

Introduction

What I am proposing for the two Seltice Way roundabouts are two similar, yet distinct, wind-enhanced sculptures. On one roundabout the sculpture will consist of seven large steel and stainless steel fish mounted on tall poles. These fish come in three sizes; small, medium, and large. Each fish is mounted on a pivot allowing them to orient into the prevailing winds. This sculpture is called "Swimming with Friends". On the other roundabout the sculpture will consist of seven large steel and stainless steel birds mounted on tall poles. Like the fish, the birds come in three sizes; small medium, and large, and orient into the prevailing wind. This sculpture is called "Soaring with Friends".

The sculptures, Coeur d' Alene, and "the connecting river" project

The most obvious aspect of these sculptures is the connection to the bountiful rivers and sparkling lakes of the area. With the Spokane river and Lake Coeur d' Alene just a stone's throw away, this duo of sculptures is designed to pay tribute to the wildlife that these waterways are home to. The design for the abstract, sculptural fish has been derived from two of the local native species; the Westslope Cutthroat Trout, and the Bull Trout. The abstract, sculptural birds similarly draw their inspiration from two local residents; the Bald Eagle, and the Osprey.

While the local wildlife depicted in the sculptures is most apparent, there are metaphoric aspects present here as well. The use of native fish and bird forms is a reminder of our duty to promote environmental stewardship of the lake, rivers, and forests; guarding against invasive non-native species, maintaining water clarity, eliminating pollutants, and using the lake, the rivers, and the forests for recreation in a responsible and sustainable way. The fact that the fish and birds are swimming and flying in unison, is also symbolic of the many diverse peoples of the Coeur d' Alene area and how they cooperate and work together to form a large cohesive community.

Additionally, the choice to depict ancient native species is meant to pay homage to the first residents of the area; the Coeur d' Alene tribe. Their time-honored tradition of site stewardship and cooperation with nature stands as a shining example of how all people should look after the environment in a responsible and sustainable way.

Motion without distraction

While these sculptures are considered kinetic wind sculptures, they are different from most sculptures in that classification in that their movement is subtle and non-distracting. The bird and fish elements do not spin or move constantly, but rather periodically adjust their orientation to point into the prevailing wind. This motion is subtle, but will serve to keep the sculptures fresh, as they will be pointing in different directions throughout the day. During the afternoon commute they may point in a completely different direction than they did during the morning commute.

Structure and Materials

Each of the individual birds/fish is actually a highly stylized weathervane made from modern industrial materials. These birds/fish are mounted on the top of sizable steel poles. The poles come in three different heights and the birds/fish come in three different sizes (three large each, two medium each, two small each). The birds/fish are made of steel and stainless steel. All of the steel will be coated with a special weathered patina powder coat. The stainless steel will have a brushed finished.

A fun aspect of these sculptures is the way they use a Hollywood visual trick called forced perspective. The fact that the birds/fish decrease in size as the poles get taller creates the illusion that there is a much greater amount of vertical separation between the birds/fish than there actually is.

Durability

Every aspect of these sculptures is strong and robust. The support poles are made of heavy walled steel and the birds/fish are made of strong steel and stainless steel. All of the components are over engineered for strength and can withstand heavy snow, rain, strong winds, and human interactivity. The bearings used are aircraft quality rust-proof ball bearings and require zero maintenance. In this application they will provide many years of hassle free service. If, in decades to come, they fail, it is a simple and relatively inexpensive procedure to replace them. The powder coat used on the steel parts is designed to resemble weathered steel. This powder coat, while looking weathered, actually protects the steel from rust and corrosion, is super durable, and will last for many years. The stainless steel parts are impervious to corrosion and will last indefinitely.

Safety

This sculpture is safe for people of all ages. The seven tall poles on each roundabout (14 poles total) are almost impossible to climb. Though there are moving parts, the movement is subtle, and they are high and well out of reach.

Lighting, footings, locations

Each of the 14 poles (seven per roundabout) will require its own footing. These footings are similar to those used to support light poles. A typical footing of this type is 2.5 to 3ft in diameter and extends into the ground three to four feet. When the footing is poured, four long L bolts are embedded into the concrete. The poles are secured to the footings via a flange using nuts and washers. A stainless steel flange cover hides the hardware.

Because each roundabout has seven individual sculptural elements, there is a lot of flexibility as to where those elements can be placed. For example, they can all be clustered together in the center of the roundabout, or they can be placed toward the edges on different sides of the roundabout in smaller clusters of two or three. There are many possible layouts.

Lighting for this sculpture can be accomplished using individual up-lights at each pole, or can be done using a smaller number of larger stand-alone flood lights. There are many possibilities, and the choice depends somewhat on the chosen layout of the sculptures.

With both the sculpture layout and the lighting, it is my hope to work with the City's landscape designers to come up with the best solution.

Summary

Swimming with Friends, and Soaring with Friends are robust, durable and attractive large footprint kinetic sculptures with a strong environmental message. Their connection to the bountiful rivers, sparkling lakes, pristine forests, the community, and the local Native American tribe make them a "natural" choice for the Coeur d' Alene area.

Timeline (approximate)

Month 1: Contract signed and go-ahead authorized, design finalized and approved, structural engineering completed, funds issued so that materials can be ordered and the project started. Begin fabrication.

Month 2 through 5: Fabrication continues (stainless steel and steel parts cut and formed, bearing housings machined, structures welded, and outside processes performed).

Month 6: Parts finished up, packed and trucked to Coeur d' Alene for assembly and installation.

David Boyer - Coeur d'Alene Seltice Way Roundabout Public Art Budge (estimated)

August 2018

Labor	labor (960 hours x \$45/hr)	\$43,200
Artist Fee		\$16,000
Materials		
	Stainless steel	\$7,000
	Steel	8,000
	Bearings	3,000
	Fasteners	1,500

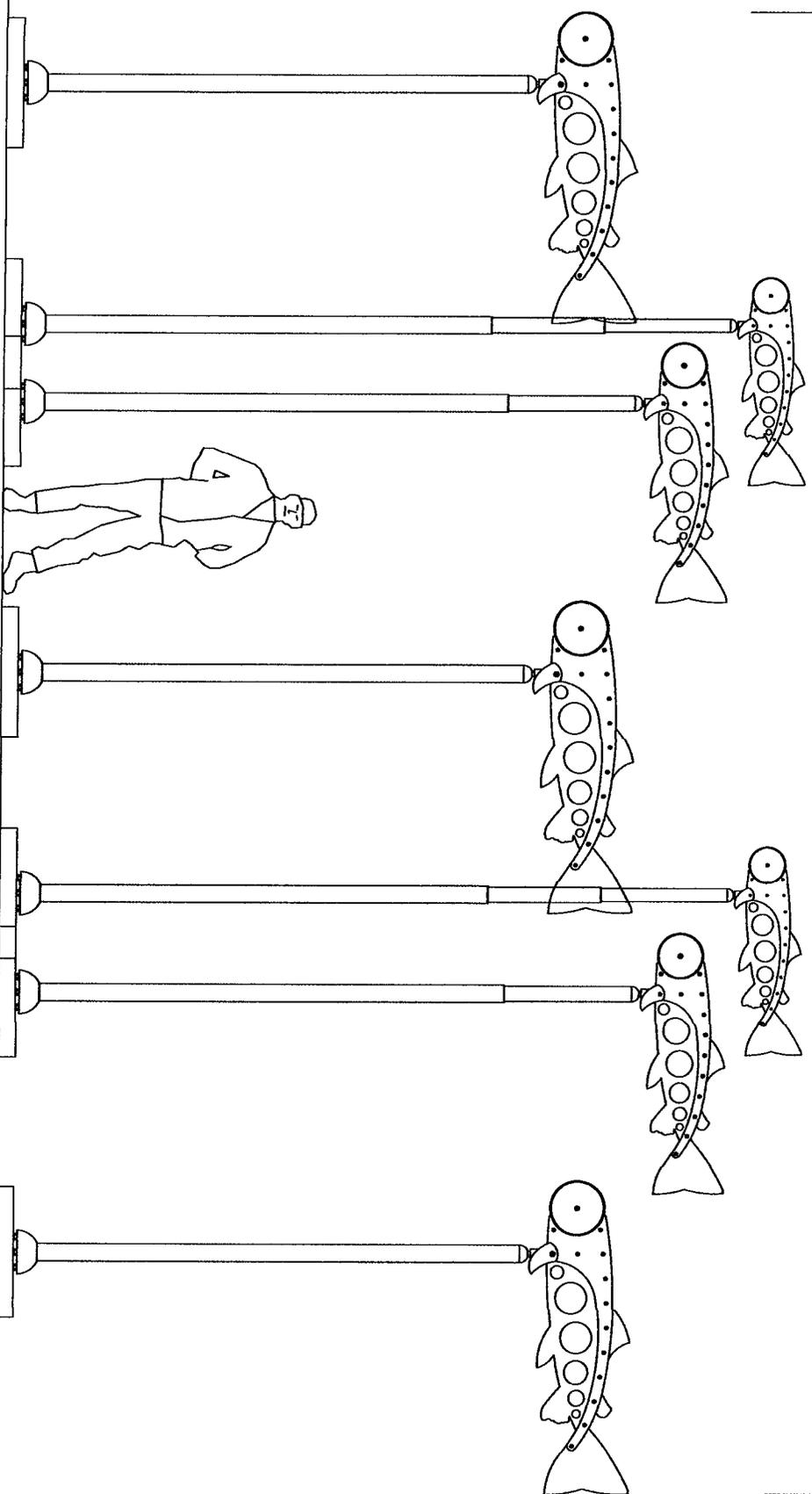
	Total Materials	\$19,500
Outside Processes		
	Water jet cutting of steel and stainless steel (various parts)	\$9,000
	Sand blasting and powder coating patina	5,000
	Structural engineering	5,000
	Outside Tig welding	1,000

	Total Outside Processes	\$20,000
Overhead		
	Studio insurance (\$100/mo x 6)	\$600
	Utilities (\$250/mo x 6)	1,250
	Gasoline usage (\$150/mo x 6)	900
	Liability insurance	500
	Consumables (welding wire & gas, surfacing supplies, cutters, tools, etc.)	1,683

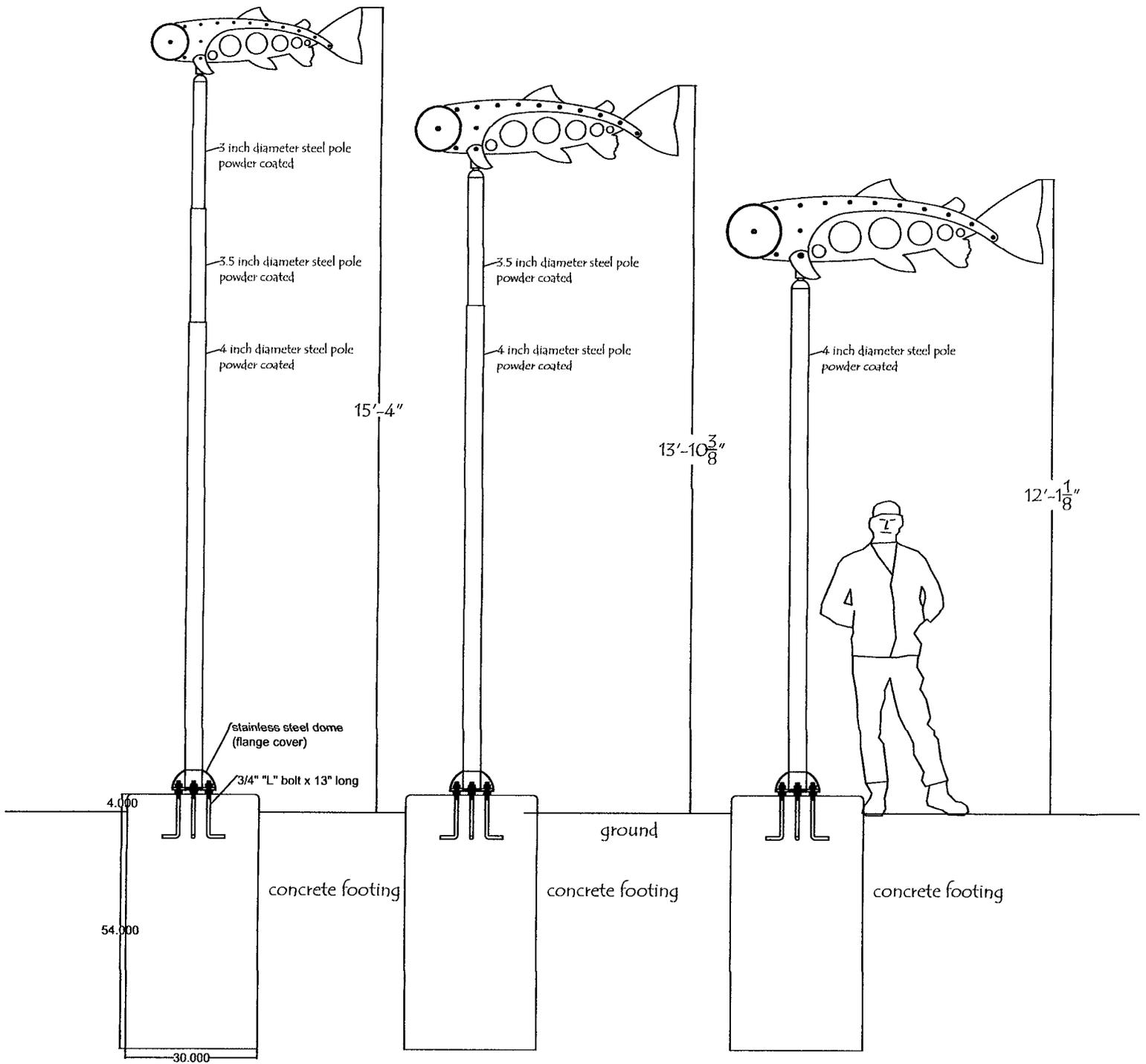
	Total Overhead	\$4,933
Concrete Footings	(14 x \$1,800)	\$25,200
Lighting		\$9,000
Installation		
	Gasoline (1,700 miles ÷ 12 miles per gallon x aprox \$4.00)	\$567
	Lodging and meals (9 days)	1,800
	Crane rental (\$125/hr x 2 day)	2,000
	Additional labor (\$200/day x 4)	800
	Misc. expenses (rags, ropes, cleaning, foundation grout, etc.)	1,000

	Total Installation Expenses	\$6,167
Contingency	10% of the total manufacturing budget	\$16,000
Fabrication and Installation Total		\$160,000

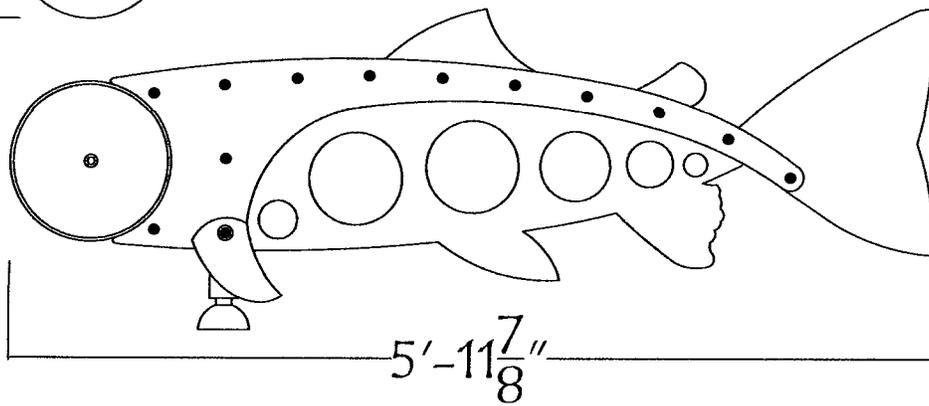
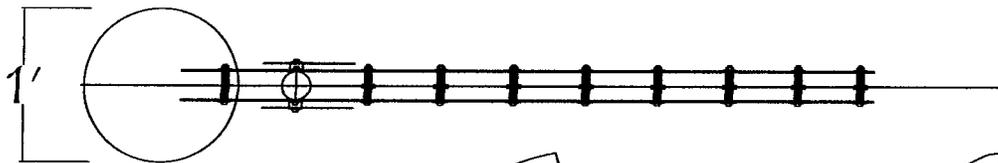
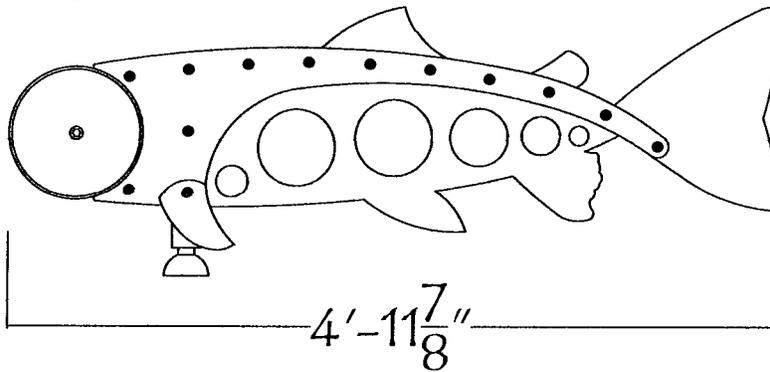
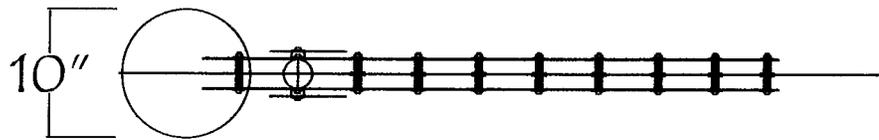
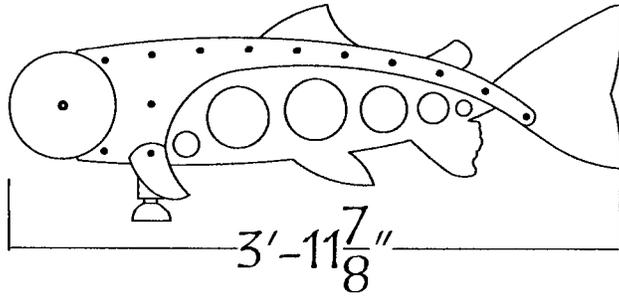
28'-5 $\frac{3}{8}$ "



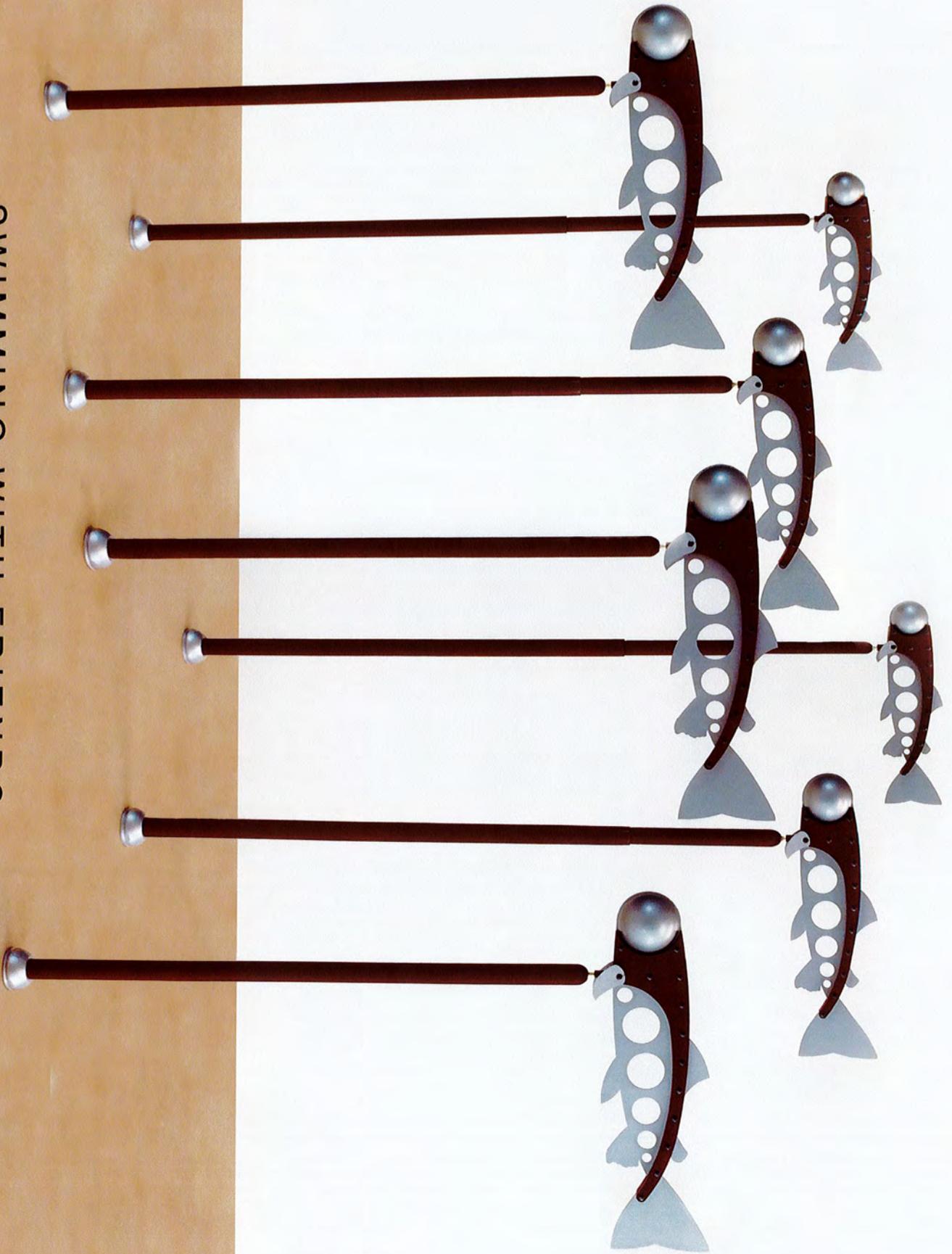
Swimming with Friends

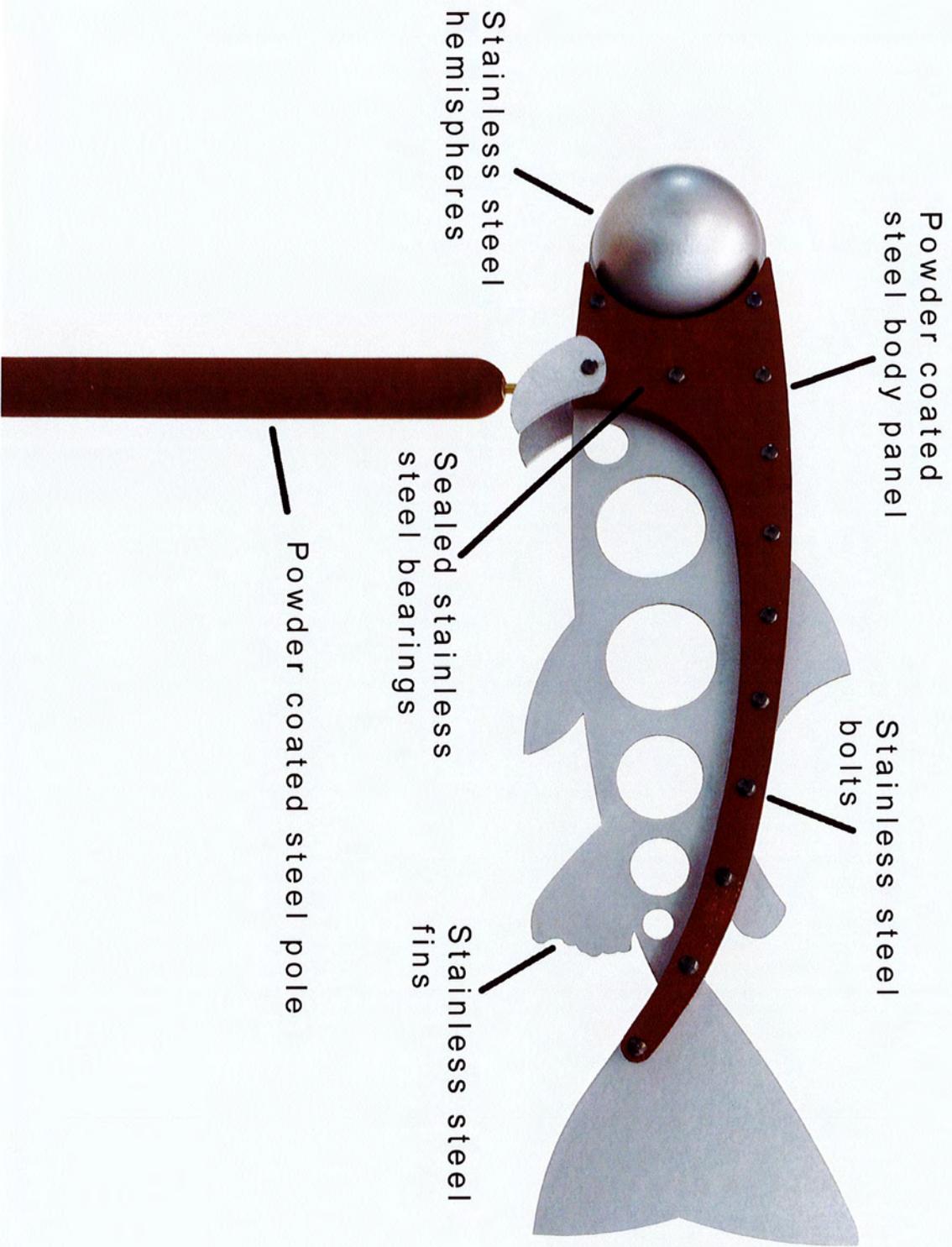


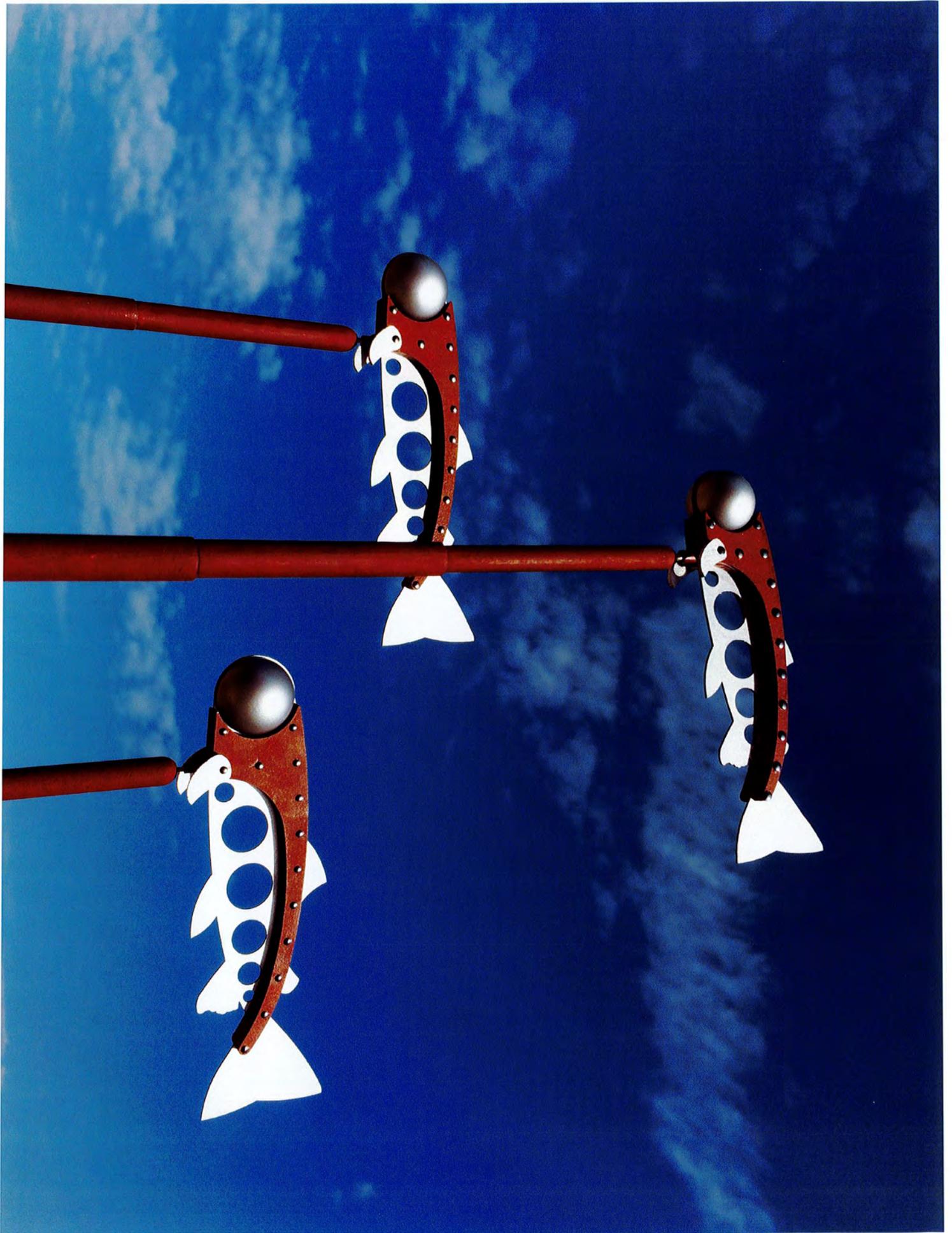
Swimming with Friends heights

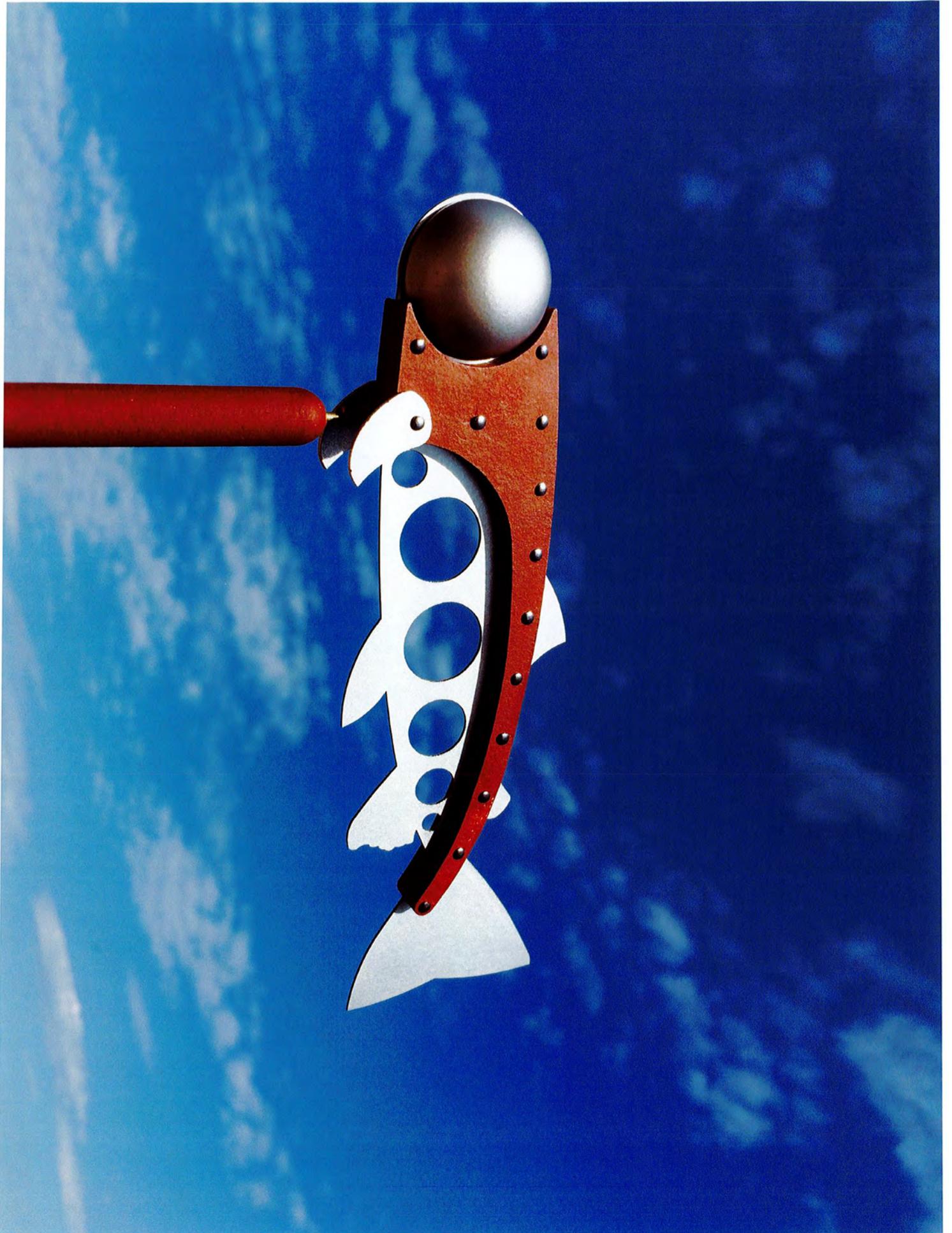


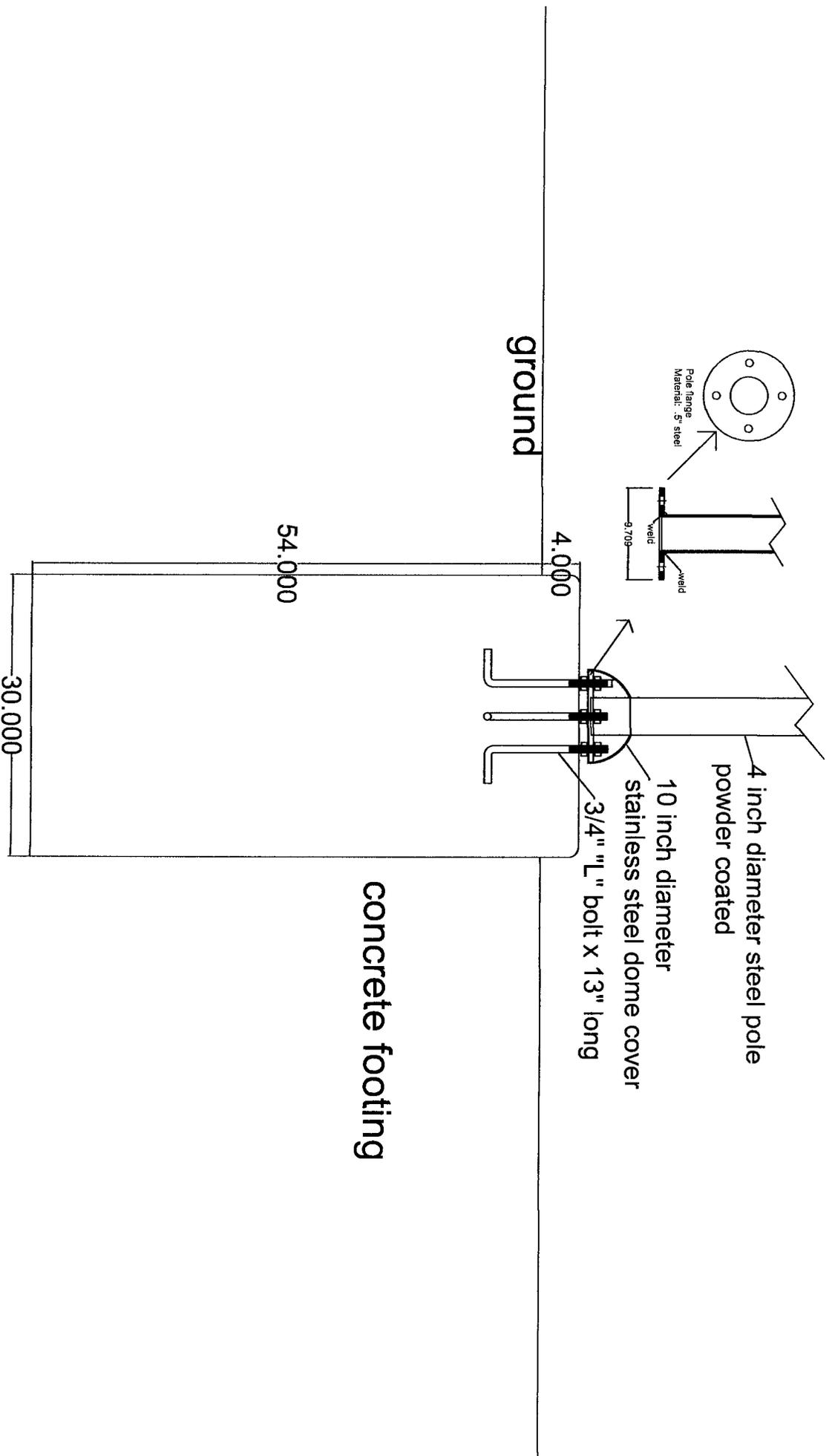
SWIMMING WITH FRIENDS



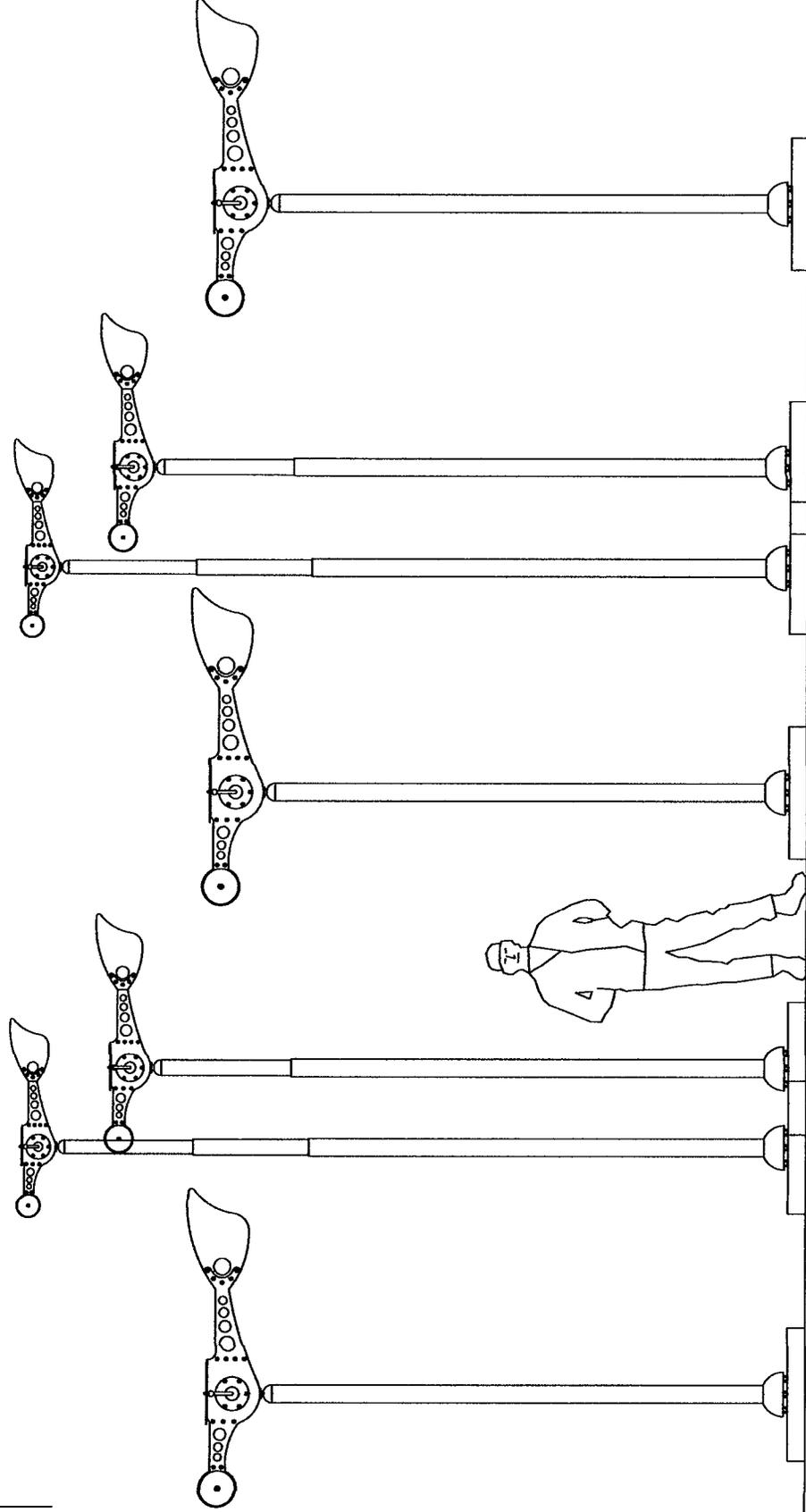




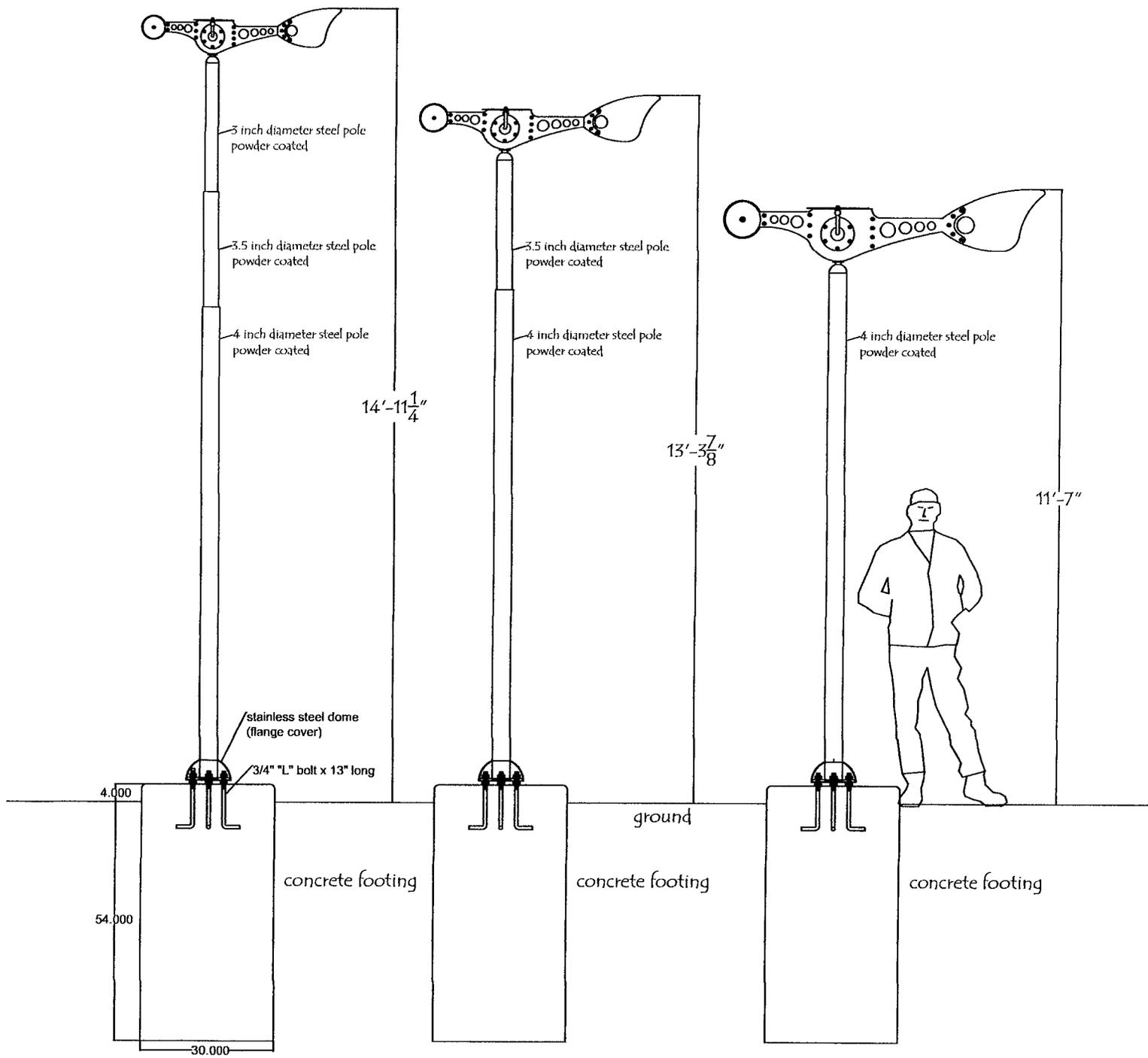




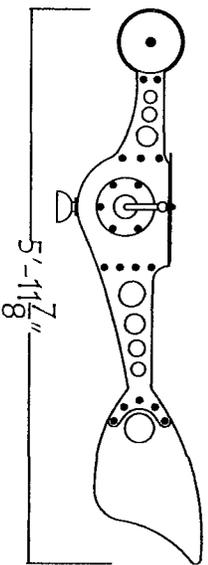
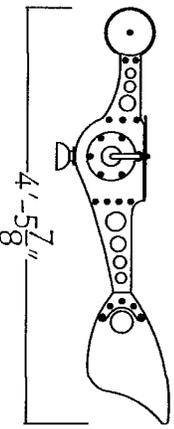
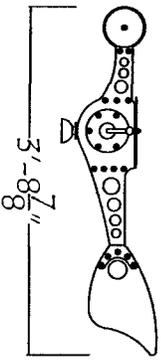
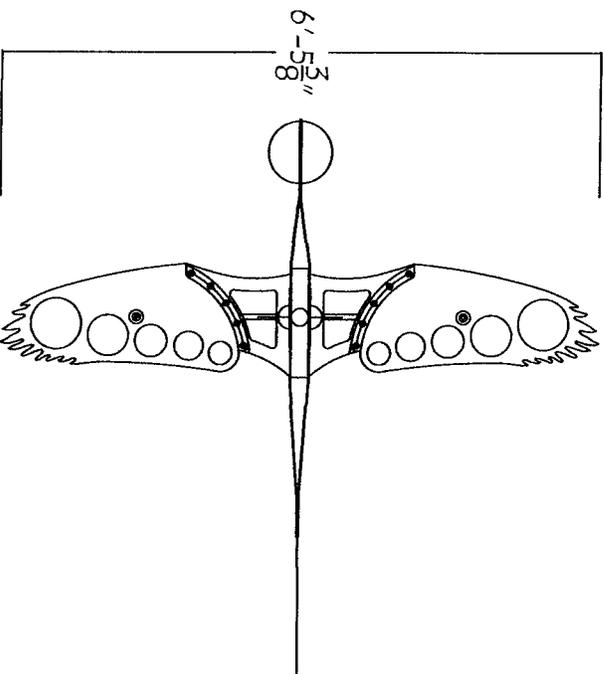
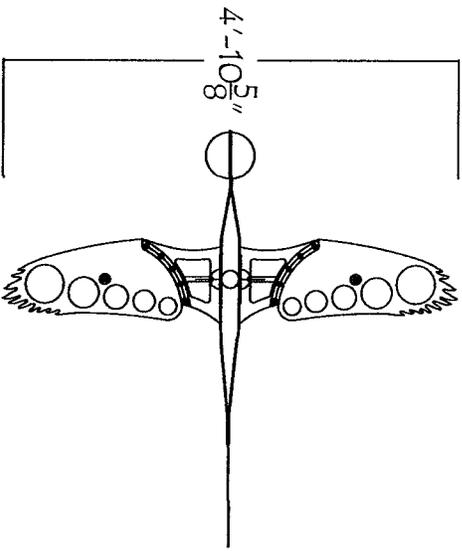
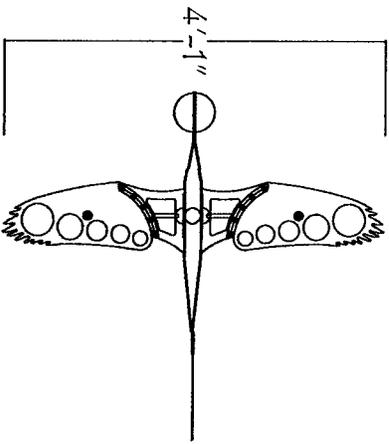
28' - 5 $\frac{3}{8}$ "

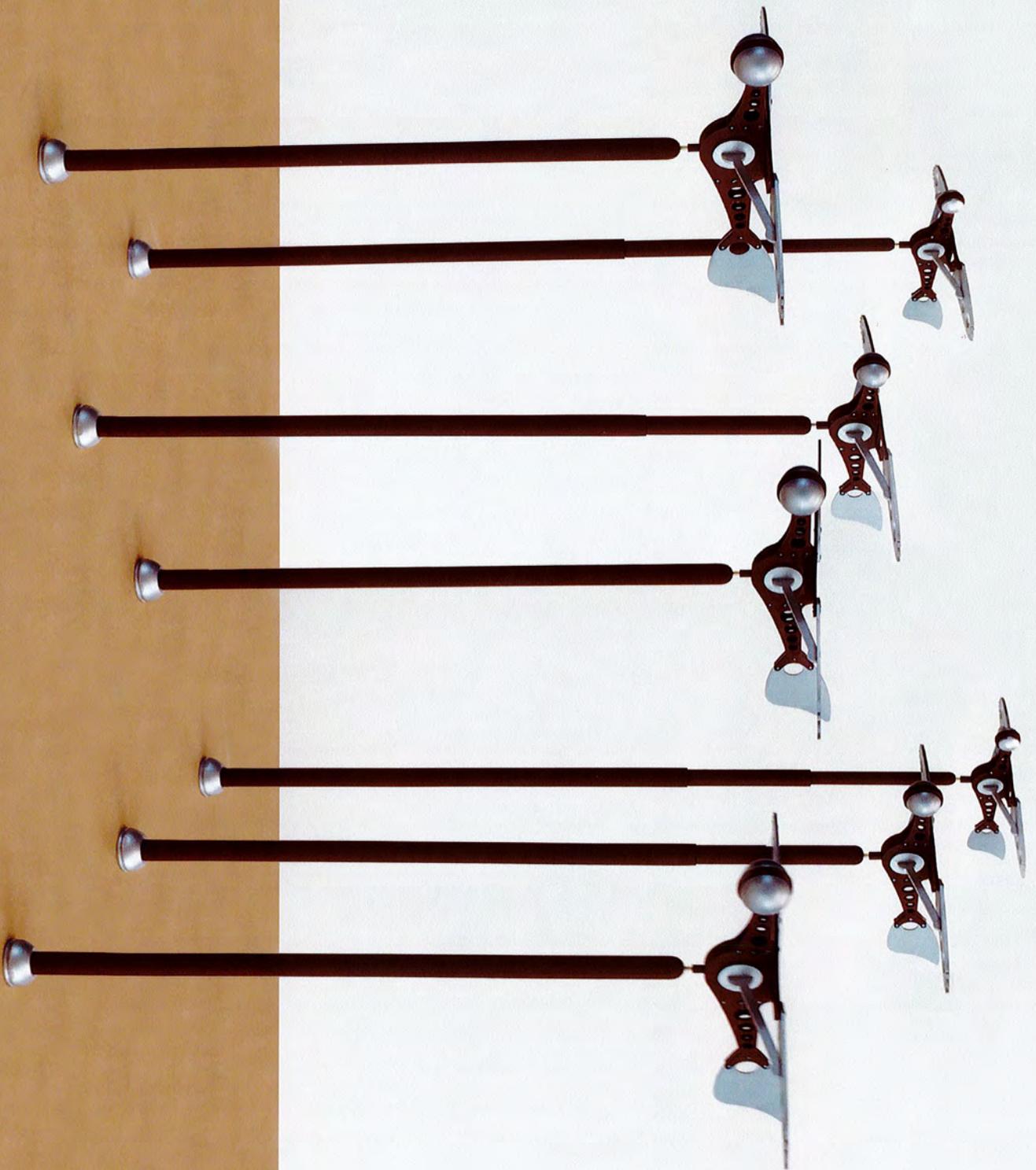


Soaring with Friends

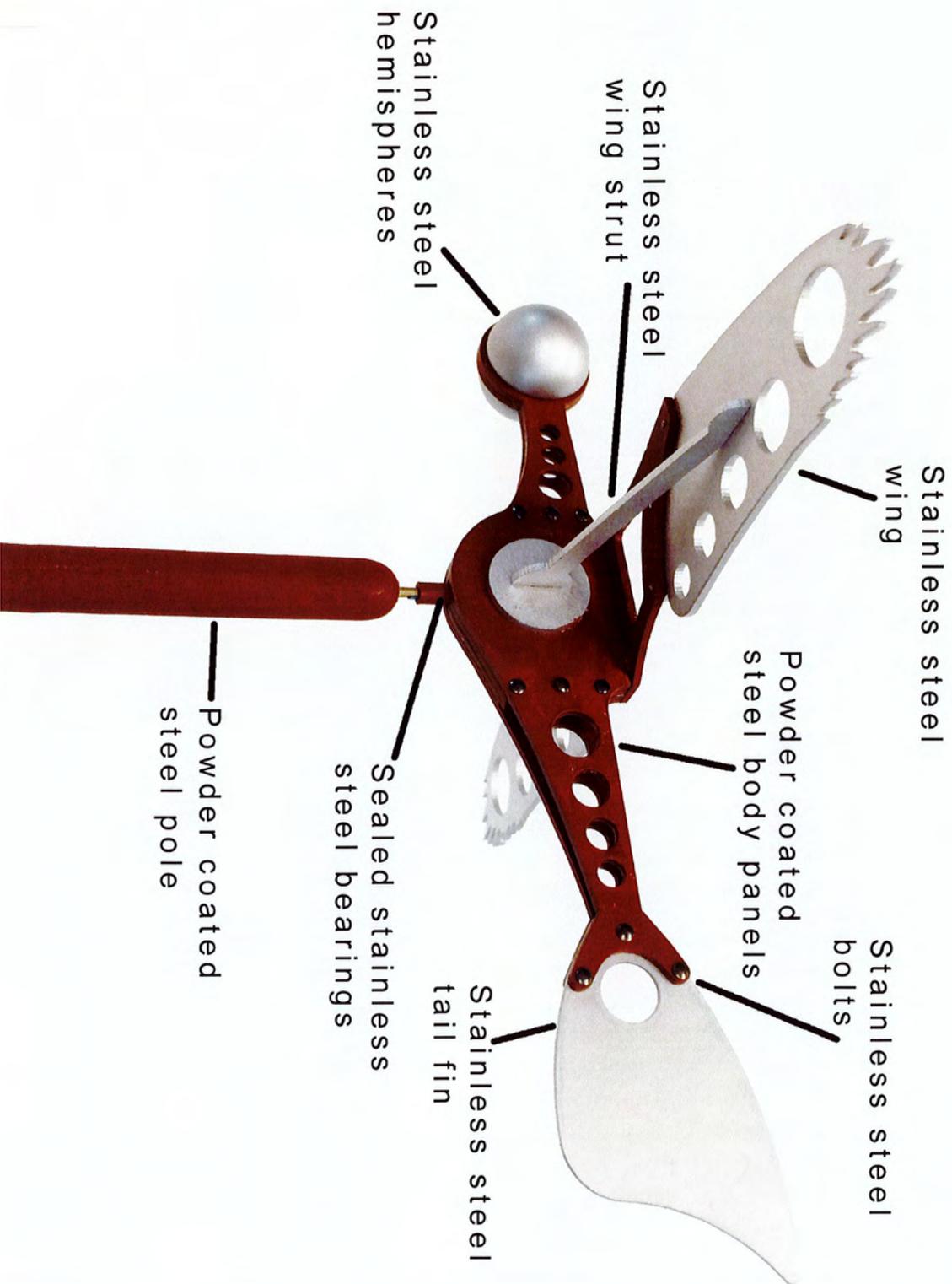


Soaring with Friends heights

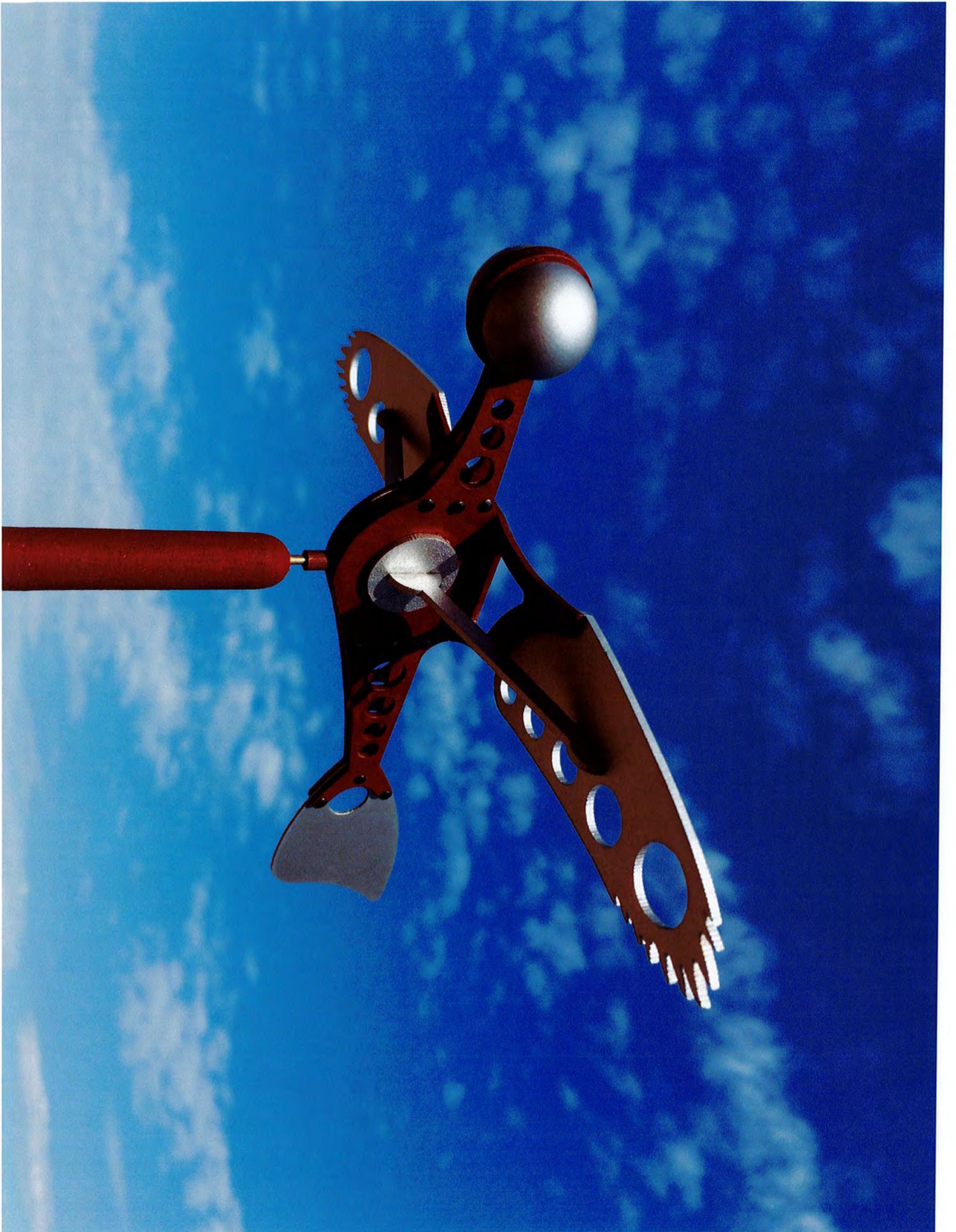




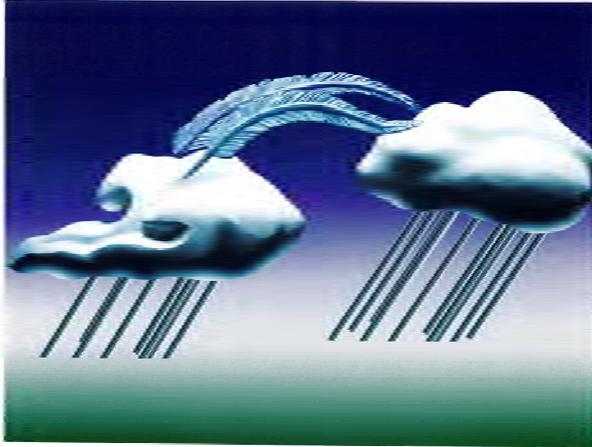
SOARING WITH FRIENDS







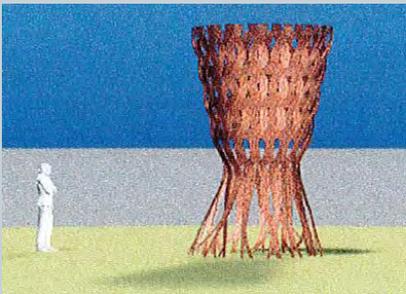
Seltice Way Roundabouts Finalists



Wenxia Zhang

Forever

Seltice Way Roundabouts Finalists



Concept "A"

John Davis



Concept "B"

Seltice Way Roundabouts Finalists



The Garden of Forking Paths & The Cycle of Life
[with person for scale]

**Ilan
Averbuch**

Seltice Way Roundabouts Finalists



Flumine Vitae

Ken McCall



Aqua Vitae

Seltice Way Roundabouts Finalists



Turtle

Allen & Mary Dee Dodge



Fish

Seltice Way Roundabouts – Arts Commission Recommendation



SWIMMING WITH FRIENDS

David Boyer



SOARING WITH FRIENDS

RESOLUTION NO. 18-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DESIGN, FABRICATION AND INSTALLATION SERVICES AGREEMENT WITH DAVID BOYER FOR THE SELTICE WAY "SWIMMING WITH FRIENDS" AND "SOARING WITH FRIENDS" ARTWORKS.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Design, Fabrication and Installation Services Agreement with David Boyer, 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 Design, Fabrication and Installation Services Agreement with David Boyer, 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 November, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**Design, Fabrication and
Installation Services Agreement
Seltice Way Roundabouts
“Swimming with Friends” and “Soaring with Friends”**

THIS AGREEMENT is entered into this 6th day of November, 2018, by and between the City of Coeur d’Alene (hereinafter the “City”), with offices at 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814, and David Boyer (hereinafter the “Artist”), whose address is 15150 Sheri K Bar Lane, Reno, Nevada 89521.

WHEREAS, the Arts Commission (hereinafter referred to as the “Agency”) issued a Call to Artists for new public art to be installed in the two (2) Seltice Way Roundabouts located in the City of Coeur d’Alene; and

WHEREAS, authority lies with the Agency to make contracts for the acquisition, design, execution, fabrication, transportation, and installation of artworks, including payments for the support of the artist selection process, design, execution, and placement of public Art; and

WHEREAS, after a thorough and robust review of the submissions by the selection committee of the Agency, the Agency recommended selection of the Boyer Artwork pieces entitled “Swimming with Friends” and “Soaring with Friends” for the two (2) Roundabouts located on Seltice Way in the City of Coeur d’Alene (hereinafter the “Artworks”); and

WHEREAS, the Artist is a recognized and established artist of good reputation; and

WHEREAS, the Artist and the Agency wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artist’s Obligations.

a. The Artist shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artworks at the Sites in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.

- b. The Artist shall determine the artistic expression, design, dimensions, and materials of the Artworks, subject to review and acceptance by the Agency as set forth in this Agreement. To ensure that the Artwork as installed comports with the selected design and does not interfere with the intended use of the Sites, pedestrian and other traffic flow, parking, and safety devices and procedures at the Sites, the Artist's Design Concepts as described in Section 1.3 shall be reviewed and approved by the Agency, other applicable City departments, and the project engineer to ensure compliance with these objectives.
- c. The Artist shall complete the fabrication and installation of the Artwork by June 1, 2019.
- d. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- e. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Agency. If the Artist does not install the Artwork himself, the Artist shall supervise and approve the installation.
- f. The Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 1.
- g. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- h. The Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork, and the required care and upkeep necessary.
- i. The Artist shall provide the Agency with photographic documentation of the Artwork.
- j. The Artist shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 Agency's Obligations.

- a. The Agency shall perform all obligations in substantial compliance with all terms and conditions in this Agreement.
- b. The Agency shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform his obligations under this Agreement.

- c. The Agency shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- d. The Agency shall prepare the Site in accordance with the specifications detailed in the approved Design Concept as set out in Section 1.3 of this Agreement. The Agency shall be responsible for all expenses, labor, and equipment to prepare the Site for the timely receipt and installation of the Artwork. The Agency shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(1) of this Agreement, and shall contact the Artist in writing to inform him of any delays.
- e. The Agency shall provide and install plaques on or near the Artworks containing a credit to the Artist in substantially the following form: Copyright © [The Artist's name and date of creation].
- f. The Agency shall not permit any use of the Artist's name or misuse of the Artworks which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artworks, should such use or misuse be within the Agency's control.
- g. The Agency shall be responsible for leading the Artist through the required review process. The Agency shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design.

a. Concept/Schematic

1. The Artwork "Swimming with Friends" consists of seven large steel and stainless steel fish mounted on tall poles. These fish come in three sizes; small, medium, and large. Each fish is mounted on a pivot allowing them to orient into the prevailing winds. The design for the abstract, sculptural fish has been derived from two of the local native species; the Westslope Cutthroat Trout, and the Bull Trout.
2. The Artwork "Soaring with Friends" consists of seven large steel and stainless steel birds mounted on tall poles. Like the fish, the birds come in three sizes; small medium, and large, and orient into the prevailing wind. The design for the abstract, sculptural birds is inspired by two local residents; the Bald Eagle, and the Osprey.
3. The Artist shall visit, examine, research and consider the Sites and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.

4. The Design must provide sufficient detail to permit the Agency to assure compliance with applicable local, state, or federal laws, ordinances, and regulations.

b. Design Approval

1. The Artist shall submit final designs, including drawings showing dimensions, within thirty (30) days of the execution of the Agreement. Within fifteen (15) days after the Artist submits the Designs, the Agency shall notify the Artist whether it approves or disapproves of the Designs. The Agency shall have discretion of approving outright or with conditions, or rejecting one or both of the Designs. The Agency shall notify the Artist of any revisions to the Designs as are necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, and other reasons including, but not limited to, ensuring the physical integrity of the Artworks or their installation at the Sites. If agreed upon by both parties, such revisions will become a part of the accepted Designs.

2. If the Agency disapproves one or both of the Designs, the Agency will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a revised Design or Designs within fifteen (15) days after the Agency has notified the Artist of its disapproval. The Artist will not be paid an additional fee for the revised Designs.

c. Redesign

1. The revised Designs will reflect changes made to address the Agency's stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The Agency shall notify the Artist in writing whether it approves or disapproves of the revised Designs within fifteen (15) days after the Artist submits the revised Designs.

2. If the Artist refuses to revise the Designs pursuant to Section 1.3(b)(2), or if the Artist fails to adequately revise the Designs in the judgment of the Agency, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the Agency submits its written disapproval of the revised Designs to the Artist. The Agency shall submit to the Artist a written termination notice with the disapproval. The termination notice shall advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is entitled to retain the compensation paid prior to the termination date, and that the parties are under no further obligation to each other. The termination notice shall confirm that the

Artist shall retain ownership of all Designs, revised Designs, and renderings thereof submitted hereunder.

d. Final/Construction Documents

1. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artworks and their integration with the Sites. These drawings and supplementary documents shall indicate any issues involved in the construction, integration, and maintenance of the Artworks, as well as the identity of any third party subcontractors needed to work on the project.

2. When appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state of Idaho and paid by the Artist, for certification that the Artworks will be of adequate structural integrity and the Artist shall provide the Agency with such certification, signed and stamped by the licensed engineer.

3. When appropriate, the Artist shall present the Designs to a qualified conservator, who will make recommendations as to the maintenance of the Artworks and the Artist shall provide a written copy of the conservator's recommendations to the Agency.

1.4 Fee, Schedule, Payment.

a. Fee

1. The Artist shall be paid an amount not to exceed One Hundred Sixty thousand and No/100 Dollars (\$160,000.00) for all work in designing, fabricating, and installing the Artworks, excluding any additional amount agreed to by the parties in writing necessitated by any revisions requested by the Agency.

2. If the Artist incurs costs in excess of the total Fee noted above, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained written approval for such costs from the Agency.

b. Schedule

1. The Artist shall provide the Agency with a proposed schedule for the design, fabrication, and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if required by the Agency, within thirty (30) days of the execution of this Agreement; PROVIDED, that the final installation shall be completed by June 1, 2019.

c. Payment

1. Interim payments shall be made pursuant to the schedule attached hereto.

2. Final payment shall be due within thirty (30) days of the final installation and acceptance of the Artworks by the City.

1.5 Fabrication Stage.

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Designs. The Artist may not deviate from the approved Designs without written approval of the Agency.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artworks such as the application of protective or anti-graffiti coatings, if applicable, unless the Agency disapproves. If the Artworks are being constructed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to requesting authorization to transport and install the Artworks, the Artist shall be required to provide the Agency with a list of all workers or subcontractors and equipment to be used, along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance, including worker's compensation insurance, prior to entering the site.

c. The Agency shall have the right to inspect the Artworks at reasonable times during the fabrication thereof upon reasonable notice.

d. If the Agency, upon inspection of the Artworks, determines that the Artworks do not conform to the Designs or revised Designs, the Agency reserves the right to notify the Artist in writing of the deficiencies and that the Agency may withhold payment until the deficiencies are corrected to the Agency's satisfaction.

e. The Artist will promptly cure the Agency's objections and will notify the Agency in writing of completion of the cure. The Agency shall promptly review the Artworks and, upon approval, shall release the next budget installment. If the Artist disputes the Agency's determination that the Artwork does not conform to the approved Design or revised Design, the Artist shall submit reasons in writing to the Agency within seven (7) days of the Agency's notification. The Agency shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Agency.

f. The Artist shall notify the Agency in writing when fabrication of the Artworks has been completed, and that the Artworks are ready for delivery to and installation at the Sites if the Artworks were fabricated off-site.

g. The Agency may inspect the Artworks within seven (7) days after receiving notification pursuant to subparagraph (f), and prior to installation, to determine that the

Artworks conform to the approved Designs or revised Designs, and to give final approval of the Artwork. The Agency shall not unreasonably withhold final approval of the Artworks at this stage. In the event that the Agency does withhold final approval, the Agency shall submit the reasons for such disapproval in writing within fifteen (15) days of examining the Artworks. The Artist shall then have fifteen (15) days from the date of the Agency's notice of the disapproval to make the necessary adjustments to the fabricated Artworks in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artworks to the Site unless the Artist has willfully and substantially deviated from the approved Designs or revised Designs without the prior approval of the Agency. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The Agency shall promptly notify the Artist of any delays impacting installation of the Artworks.

i. Any additional storage fees incurred as a result of delays are the responsibility of the party who caused the delay. The Artist shall be required to inspect the Sites prior to the transportation and installation of the Artworks, and shall notify the Agency of any adverse Site conditions that will impact the installation of the Artworks which are in need of correction.

1.6 Changes to Design.

a. Prior to the execution of any change in the approved Designs, the Artist shall present proposed changes in writing to the Agency for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions, or materials of the Artworks that are not permitted by or are not in substantial conformity with the approved Designs. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation, or maintenance of the Artworks, or which significantly changes the concept of the Artworks as represented in the Designs.

b. If the Agency approves the changes, the Agency shall promptly notify the Artist in writing. The Agency will also make any required presentations to the Arts Commission and/or the City Council.

c. If the Agency disapproves of the changes, the Agency shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artworks in substantial conformity with the approved Designs.

d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Designs under Section 1.6(a). Any claim by the Artist

for adjustment under this paragraph must be asserted in writing within seven (7) days after the date of the revision by the Artist.

1.7 Installation.

a. Upon the Agency's final approval of the fabricated Artworks, the Artist shall deliver and install, unless otherwise agreed by the parties, the completed Artworks at the Sites in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.

b. The Artist will coordinate closely with the Agency to ascertain that the Sites are prepared to receive the Artworks. The Artist must notify the Agency of any adverse conditions at the Sites that would affect or impede the installation of the Artworks. The Artist is responsible for timely installation of the Artworks. The Artist will confer and coordinate with the Agency to ensure timely coordination with the Agency's construction team. The Artist may not install the Artworks until authorized to do so by the Agency.

c. The Artist shall be present to supervise the installation of the Artworks.

d. Upon written acceptance of the installation, the Artworks shall be deemed to be in the custody of the Agency for purposes of Article 4 and Article 6 of this Agreement.

e. Within fifteen (15) days after installation of the Artworks, the Artist shall furnish the Agency with the following photographs of the Artworks as installed:

1. A set of three digital, minimum 600 dpi, JPG or TIFF files, provided to the Agency on a CD Rom or USB drive. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Agency with a full written narrative description of the Artworks.

f. Upon installation of the Artworks, the Artist shall provide the Agency with written instructions for the appropriate maintenance and preservation of the Artworks, along with product data sheets for any material or finish used. The Artworks must be durable, taking into consideration that the Sites are an unsecured public space that will be exposed to elements such as extreme weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements are reasonable in terms of time and expense. The Agency is responsible for the proper care and maintenance of the Artworks.

1.8 Approval and Acceptance.

a. The Artist shall notify the Agency in writing when all services as required of both parties by this Agreement have been completed in substantial conformity with the approved Designs.

b. The Agency shall promptly notify the Artist of its final acceptance of the Artworks within thirty (30) days after the Artist submit written notice pursuant to subparagraph a above. The effective date of final acceptance shall be the date the Agency submits written notice to the Artist of its final acceptance of the Artworks. The final acceptance shall be understood to mean that the Agency acknowledges completion of the Artworks in substantial conformity with the Designs and that the Agency confirms that all services as required of the Artist have been completed. Title to the Artworks passes to the Agency upon final acceptance and final payment.

c. If the Agency disputes that all the services have been performed, the Agency shall notify the Artist in writing of those services the Artist has failed to perform within fifteen (15) days after the Artist submits written notice pursuant to subparagraph a above. The Artist shall promptly perform those services indicated by the Agency.

d. If the Artist disputes the Agency's determination that not all services have been performed, the Artist shall submit reasons in writing to the Agency within seven (7) days of the Agency's notification to the contrary. The Agency shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Agency.

e. Upon the resolution of any disputes that arise under subparagraphs c and d of this section, the Agency shall notify the Artist of its final acceptance of the Artworks pursuant to subparagraph b.

f. After final acceptance of the Artworks, the Artist shall be available at such time(s) as may be mutually agreed upon by the Agency and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artworks.

i. During such public presentations by the Artist, the Artist shall acknowledge the Agency's role in funding the Artworks.

ii. The Agency shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the Artist in a timely fashion. The Agency shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 3. Term of Agreement.

3.1 Duration.

This Agreement shall be effective on the date that this Agreement has been signed by both parties and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Agency under Section 1.8(b) or submission of final payment to the Artist by the Agency, whichever is later. Extension of time of performance hereunder may be granted upon the request of either party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule established under section 1.4(b)(1).

3.2 Force Majeure.

The Agency shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4. Risk of Loss.

The Artist shall bear the risk of loss or damage to the Artworks until the Agency's final acceptance of the Artworks under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artworks from loss or damage. The Agency shall bear the risk of loss or damage to the Artworks prior to final acceptance only if, during such time, the partially or wholly completed Artworks are in the custody, control, or supervision of the Agency or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artworks under this Agreement.

Article 5. Artist's Representations and Warranties.

5.1 Warranties of Title.

The Artist represents and warrants that:

- a. The Artworks are solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the Agency, the Artworks are unique and original, and do not infringe upon any copyright or the rights of any person;

- c. The Artworks (or duplicate thereof) have not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artworks or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. The Artworks are free and clear of any liens from any source whatsoever;
- f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist himself or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g. The Artist has the full power to enter into and perform this Agreement, and to make the grant of rights contained in this Agreement;
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc., and with all necessary care, skill, and diligence; and
- i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition.

- a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artworks) for one year after the date of final acceptance by the Agency under Section 1.8(b).
- b. The Artist represents and warrants that the Artworks and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artworks will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If, within one year of final acceptance, the Agency observes any breach of warranty that is curable by the Artist, the Artist shall, at the request of the Agency, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the Agency. The Agency shall give notice to the Artist of such breach with reasonable promptness.
- e. If, after one year from final acceptance, the Agency observes any defect that is curable by the Artist, the Agency shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the

right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Agency may seek the services of any other person.

f. If, within one year of final acceptance, the Agency observes a breach of warranty that is not curable by the Artist, the Artist shall be responsible for reimbursing the Agency for damages, expenses, and loss incurred by the Agency as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Agency accepted that it may occur, it shall not be deemed a breach for purposes of this Agreement.

g. **Acceptable Standard of Display.** The Artist represents and warrants that:

i. General routine cleaning and repair of the Artworks, and any associated working parts and/or equipment, will be sufficient to maintain the Artworks within an acceptable standard for public display.

ii. Foreseeable exposure to the elements and general wear and tear will cause the Artworks to experience only minor repairable damages, and will not cause the Artworks to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artworks will not experience irreparable fracturing, staining, chipping, tearing, abrading, or peeling.

iv. **Manufacturer's Warranties.** To the extent the Artworks incorporate products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the Agency. The foregoing warranties are conditional, and shall be voided by the failure of the Agency to maintain the Artworks in accordance with the Artist's specifications and the applicable conservation standards. If the Agency fails to maintain the Artworks in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artworks as the Artist's creation and request that all credits be removed from the Artworks and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Article 6. Insurance and Indemnity.

6.1 General.

a. The Artist acknowledges that until final acceptance of the Artworks by the Agency under Section 1.8(b), any injury to property or persons caused by the Artist's Artworks or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artworks are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery, or installation of the

Artist's Artworks, regardless of where such loss occurs, unless caused by the actions of the Agency or its employees.

- b. Terms for the procurement and duration of insurance are provided in Exhibit 1.
- c. Required insurance policies are described in Exhibit 1.

6.2 Indemnity.

The Artist shall indemnify, protect, defend, and hold harmless the Agency and its subdivisions, officials, employees, and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) (collectively referred to as the "Losses") arising from, in connection with, or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist; and (b) any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of a Covered Party which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by the Artist. The Artist acknowledges and agrees that his obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false, or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to the Artist.

Article 7. Ownership and Intellectual Property Rights.

7.1 Title.

Title to the Artworks shall pass to the Agency upon the Agency's written final acceptance and payment for the Artwork. The Artist shall provide the Agency with Transfer of Title documents in substantially the form as attached hereto as Exhibit 2.

7.2 Ownership of Documents.

One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artworks for the duration of the copyright, subject to the rights of the Agency hereunder.

7.4 Reproduction Rights.

- a. In view of the intention that the final Artworks shall be unique, the Artist shall not make any reproductions of the final Artworks nor shall the Artist grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artist from creating future artworks in the Artist's manner and style of artistic expression.
- b. The Artist grants to the Agency and its assigns an irrevocable license to make reproductions of the Artworks for commercial or non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a professional manner.
- c. The Artist shall use his best efforts, in any public showing or resume use of reproductions, to give acknowledgment to the Agency in substantially the following form: "an original Artwork commissioned by Coeur d'Alene Arts Commission and vested in the public art collection of the City of Coeur d'Alene."
- d. If the Agency wishes to make reproductions of the Artworks for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- f. Third Party Infringement. The Agency is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 8. Artist's Rights.

8.1 General.

- a. The Artist retains all rights under state and federal laws, including §106A of the Copyright Act of 1976.
- b. The Agency agrees that it will not intentionally alter, modify, change, destroy, or damage the Artworks without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artworks occurs, the Artist shall have the right to disclaim authorship of the Artworks in addition to any other remedies the Artist may have under this Agreement. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artist at its own expense within sixty (60) days of receipt of the notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency's receipt of such notice. The

Artist may take such other action as the Artist may choose in order to disavow the Artworks.

8.2 Alterations of Site or Removal of Artwork.

- a. The Agency shall notify the Artist of any proposed significant alteration of the Sites that would affect the intended character and appearance of the Artworks. The Agency shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The Agency shall make a reasonable effort to maintain the integrity of the Artworks.
- b. The Artist agrees that the Agency may remove or relocate the Artworks pursuant to the City's adopted Public Art Policy. Should the City determine that removal or relocation of the Artworks, or one of them, is appropriate, the Artist shall, upon request, provide the Agency with written handling instructions. In the event that the Artist is deceased or unable to otherwise provide the instructions, the Agency shall seek instructions from the current owner of the copyright of the Artworks. Should the Agency be unable to obtain written instructions for any reason, the Agency may remove or relocate the Artworks in any reasonable manner.

Article 9. Permanent Record.

The Agency shall maintain on permanent file a record of this Agreement, and of the location and disposition of the Artworks.

Article 10. Artist as an Independent Contractors.

10.1 Independent Contractor Status.

The Artist agrees to perform all services under this Agreement as an independent contractor and not as an agent or employee of the City or the Agency. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the Agency with the power to bind in any manner.

10.2 Tax Identification Number.

The Artist shall provide the Agency with the Artist's Tax Identification Number and any proof of such number as requested by the Agency.

Article 11. Nondiscrimination.

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12. Assignment of Artwork.

The Artworks and services required of the Artist are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency's rights and obligations under this Agreement if ownership of the Sites is transferred.

Article 13. Termination.

13.1 Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control; public emergency; or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than seven (7) days prior to the effective date of termination.

13.2 The Agency may terminate this Agreement without cause upon one (1) day written notice to the Artist. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, unless the Artist has failed to comply with any portion of this Agreement.

13.3 If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the other party shall have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

13.4 If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the Agency all funds provided by the Agency in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The Agency shall retain the right to have the Artworks completed, fabricated, executed, delivered, and installed by another artist or craftsman. However, the Artist shall retain the copyright in the Artworks and all rights under Article 7 and Article 8.

13.5 Upon notice of termination, the Artist and his subcontractors shall cease all services under this Agreement.

Article 14. Death or Incapacity.

14.1 If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part

of the Artist for the purposes of Article 13. However, nothing in this Article shall obligate the Agency to accept the Artworks.

a. In the event of the incapacity of the Artist, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the Agency, in the Agency's sole discretion, approves of the new artist. Alternatively, the Agency may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8.

b. In the event of the death of the Artist, this Agreement shall terminate effective on the date of death. The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the Agency the Artworks in whatever form or degree of completion it may be at the time. Title to the Artworks shall then transfer to the Agency. However, the Artworks shall not be represented to be the completed artwork of the Artist unless the Agency is otherwise directed by the Artist's estate.

Article 15. Notices and Documents.

Notices required under this Agreement shall be delivered personally or through the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, to the addresses stated below, or to any other address as may be noticed in writing to the other party:

For the Agency:

City of Coeur d'Alene, City Administrator

710 E. Mullan Ave.

Coeur d'Alene, ID 83814

For the Artist:

David Boyer

15150 Sheri K Bar Lane

Reno, NV 89521

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 16. Waiver.

The parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 17. Audit.

The Agency shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist also agrees to maintain such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by a designated representative of the Agency. Copies of such documents shall be provided to the Agency for inspection when it is practical to do so. Access to such records and documents shall also be granted to any party

authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The Agency will comply with any open records law applicable to these records.

Article 18. Conflict of Interest.

The Artist and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19. Dispute Resolution.

19.1 Upon Breach. If, during the creation of the Artwork, its installation, or subsequent existence, either party breaches this Agreement, each party agrees to submit any dispute to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

19.2 As to Terms. If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the parties shall submit to mediation.

19.3 Fees and Costs. Each party shall be responsible for its own attorney's fees and costs incurred in mediation or arbitration, except as otherwise provided by statute.

Article 20. Amendments.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

Article 21. Conflicts of Law.

If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or in mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Idaho, or invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions, or provisions of this Agreement are capable of execution.

Article 22. Choice of Law and Venue.

22.1 Choice of Laws. This contract shall be governed by the laws of the State of Idaho both as to interpretation and performance.

22.2 Venue. Venue for any arbitration or mediation shall be Coeur d’Alene, Idaho. Venue for any litigation shall be in the District Court of the First Judicial District in and for the County of Kootenai.

Article 23. Entire Agreement.

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

CITY

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

ARTIST

By _____
David Boyer

EXHIBIT 1

Insurance

Insurance – General

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit 1 with insurance companies authorized to do business in the State of Idaho. The required insurance shall cover the Artist's employees, agents, contractors, and subcontractors. The Agency, its officials, employees, agents, and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees, agents, and contractors.
- b. The duration of the general liability insurance described in Exhibit 1 shall extend until final acceptance or the termination of this Agreement.
- c. The Artist's and the Artist's subcontractors' insurance coverage shall be the primary insurance for the Agency, its officials, employees, agents, and contractors. Any insurance or self-insurance maintained by the Agency, its officials, employees, agents, and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the Agency, shall furnish to the Agency a certificate of insurance with original endorsements affecting coverage for each of the insurance policies required by Exhibit 1. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist have obtained insurance in the type, amount, and classification as specified in Exhibit 1 and that no material changes, cancellation, suspension, or reduction in limits of insurance shall be effective except after thirty (30) days' prior written notice to the Agency. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- e. Any deductibles or self-insured retentions must be declared to, and approved by, the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officials, employees, agents, and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of the full contract price.

- f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- g. Failure of the Artist to comply with any of the terms of this Exhibit or Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.
- h. Should the Artist not be able to secure acceptable insurance coverage, the Agency may, in its sole discretion, place the required coverage and deduct the cost of such insurance from payments due the Artist.

Insurance Policies:

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
 - i) premises /operations liability
 - ii) products/completed operations
 - iii) personal/advertising injury
 - iv) contractual liability
 - [v) broad-form property damage]
 - [vi) independent contractor's liability]Said policy must provide the following minimum coverage:
 - i) \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$1,000,000 annual aggregate
- b. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Idaho providing coverage for any and all employees of the Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be as required by Idaho law. If, however, the Artist does not have any employees as defined by state statutes and regulations, and do not wish to cover himself for Worker's Compensation, the Artist shall sign the following statement:

I do not have, nor intend to have, for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, are signing this statement in lieu of providing the above required Worker's Compensation coverage.

David Boyer

Exhibit 2

Transfer of Title

STATE OF IDAHO)
) ss.
County of Kootenai)

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist, located at 15150 Sheri K Bar Lane, Reno, Nevada, does hereby sell, transfer, and convey to the City of Coeur d’Alene, Idaho, its assigns and successors, all right, title, and interest in the ownership of the Artworks known as “Swimming with Friends” and “Soaring with Friends,” and commissioned by the Design, Fabrication, and Installation Services Agreement, dated the 6th day of November, 2018, and as described in said Agreement.

IN WITNESS WHEREOF, the Artist has executed this written transfer of title on the _____ day of _____, 2018.

David Boyer

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2018.

Notary Public
Residing in _____
My Commission Expires _____

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER
DATE: NOVEMBER 6, 2018
SUBJECT: A-3-18 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/-7.18 ACRES FROM COUNTY AGRICULTURAL TO R-8.
LOCATION: THREE PARCELS WEST OF RAMSEY RD., LOCATED SOUTH OF PRAIRIE AVE., COMMONLY KNOWN AS 1914, 1950, AND 2008 W. PRAIRIE AVE.

APPLICANT:

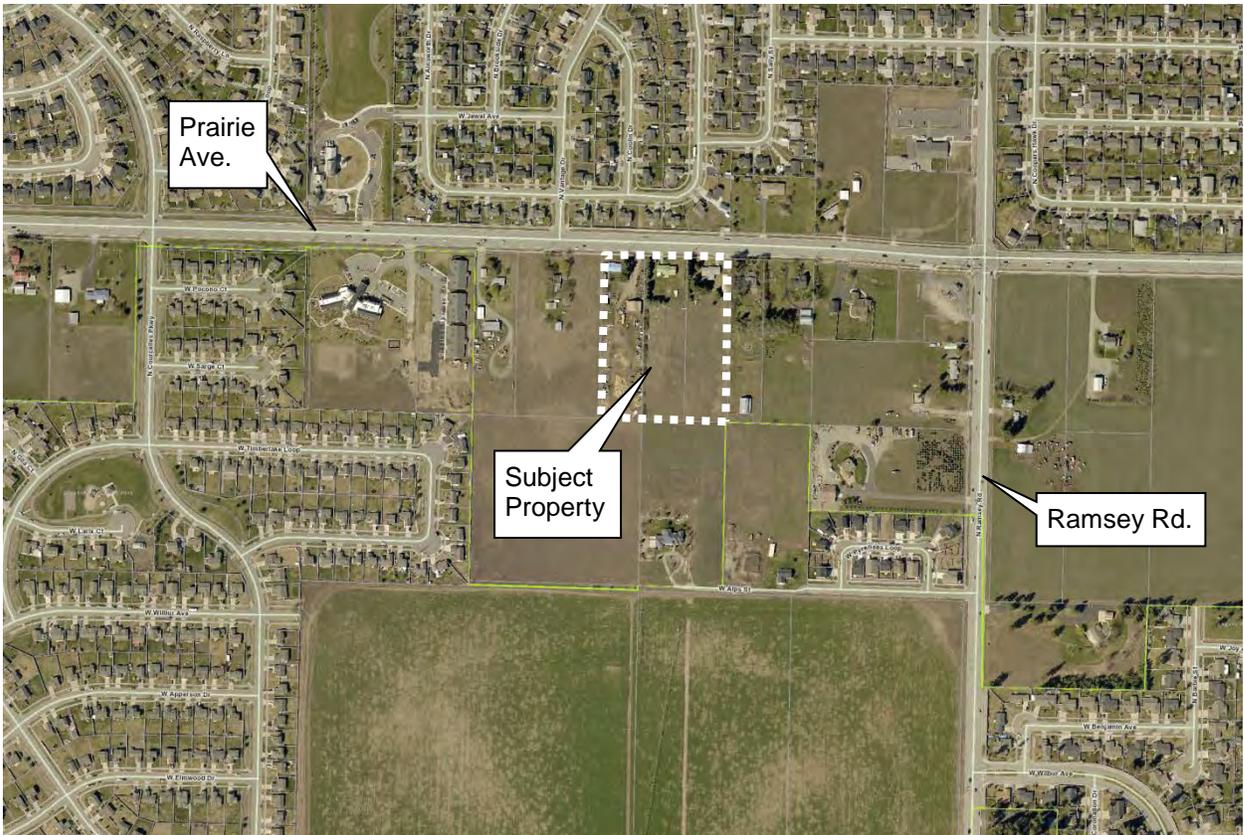
Owner:
Coeur d'Alene School District #271
1400 N. Northwood Center Ct.
Coeur d'Alene, ID 83814

Consultant/Attorney:
Megan O'Dowd of Lyons O'Dowd
201 N. 3rd Street
Coeur d'Alene, ID 83814

DECISION POINT:

Coeur d'Alene School District #271 is requesting approval of a proposed +/- 7.18 acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre).

Area Map:



issues at existing elementary schools. The request consists of a total of three parcels currently in Kootenai County at the northern edge of city limits.

It is important to note that there are multiple agencies and an adjacent property owner that will ultimately be working together, if this annexation request is approved, to provide services and access to the site. The following approvals and agreements are between the purveyor(s)/developer(s) and the school district, the city has no control of the timing or financing for this to occur. However, as part of the Vista Meadows subdivision request, a deviation was approved by Planning Commission for Vista Meadows Boulevard and Cedar View Avenue (Road names are still under review and may change). This deviation will allow for road/intersection design flexibility to provide safe access to the school site for both vehicles (Busses and parent drop offs) as well as children arriving by foot or bicycle.

Lakes Highway District:

Attached is a letter from Eric Shanley, Director of Highways for Lakes Highway District, outlining their preliminary requirements for Prairie Avenue in conjunction with the school envisioned for the site. This was issued prior to the Planning Commission meeting on September 11, 2018.

Since the meeting in September, the Fire Department has issued a letter in support of the School District's request for limited access onto Prairie Avenue based on the current design to meet minimum standards for fire protection. Please note that at the time of this staff report being written, the School District has scheduled a formal meeting with Lakes Highway District for November 5th, 2018, to receive formal approval for access onto Prairie Avenue, and staff is unable to provide the results due to this timing. The applicant will be able to provide the results of this meeting at the City Council meeting. The Highway District and SD #271 have been working together to provide safe access to the site while maintaining safe vehicular and pedestrian movements for this principal arterial.

Hayden Lake Irrigation District (HLID):

At the time of Planning Commission review, this request was supported by an "intent to serve" water letter provided by the water purveyor, as the school district's representatives were meeting with the water board shortly after the hearing in September, to receive formal entitlement. Since the Planning Commission meeting, HLID has granted water service to the subject property, subject to the conditions listed in the letter which is attached for review.

Neighboring Parcel(s) to the West (Vista Meadows):

A recently approved subdivision for Vista Meadows (Phase I) provides connectivity to the proposed annexation, and the current plan is to use these internal roads which have not been improved yet, to gain access to the site. Additionally, the wastewater service will need to be extended north from the CDA Place PUD, to Vista Meadows, and then to the school site.

Proposed R-8 Zoning District:

17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.
- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 ½) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.
- C. In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the concern for energy and environment conservation.
- D. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

17.05.100: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-8 district shall be as follows:

- Administrative
- Duplex housing
- Essential service (underground)
- "Home occupation", as defined in this title
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing

17.05.110: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-8 district shall be as follows:

- Accessory dwelling units
- Garage or carport (attached or detached)
- Private recreation facility (enclosed or unenclosed).

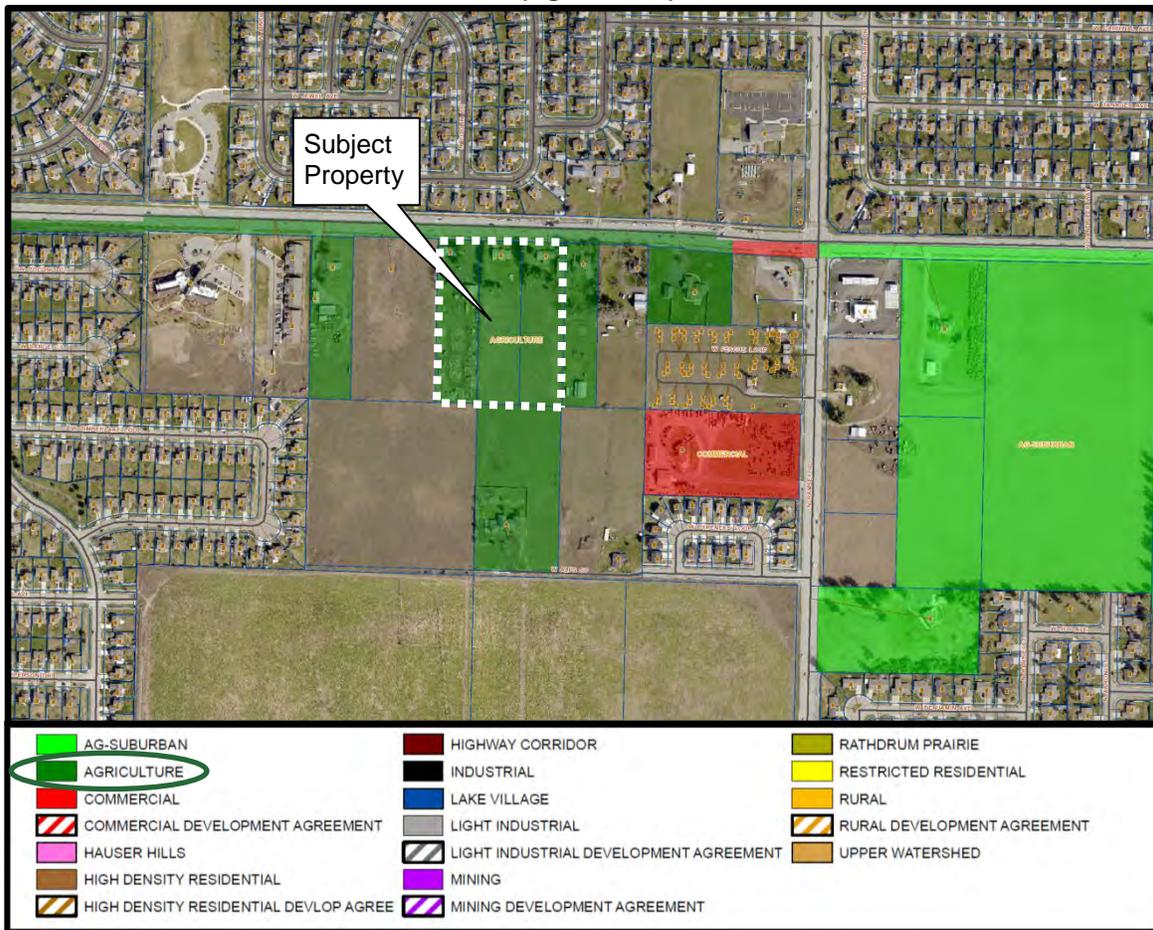
17.05.120: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an R-8 district shall be as follows:

- A two (2) unit per gross acre density increase
- Boarding house
- Childcare facility
- Commercial film production

- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (aboveground)
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only

CURRENT KOOTENAI COUNTY ZONING (Agriculture):



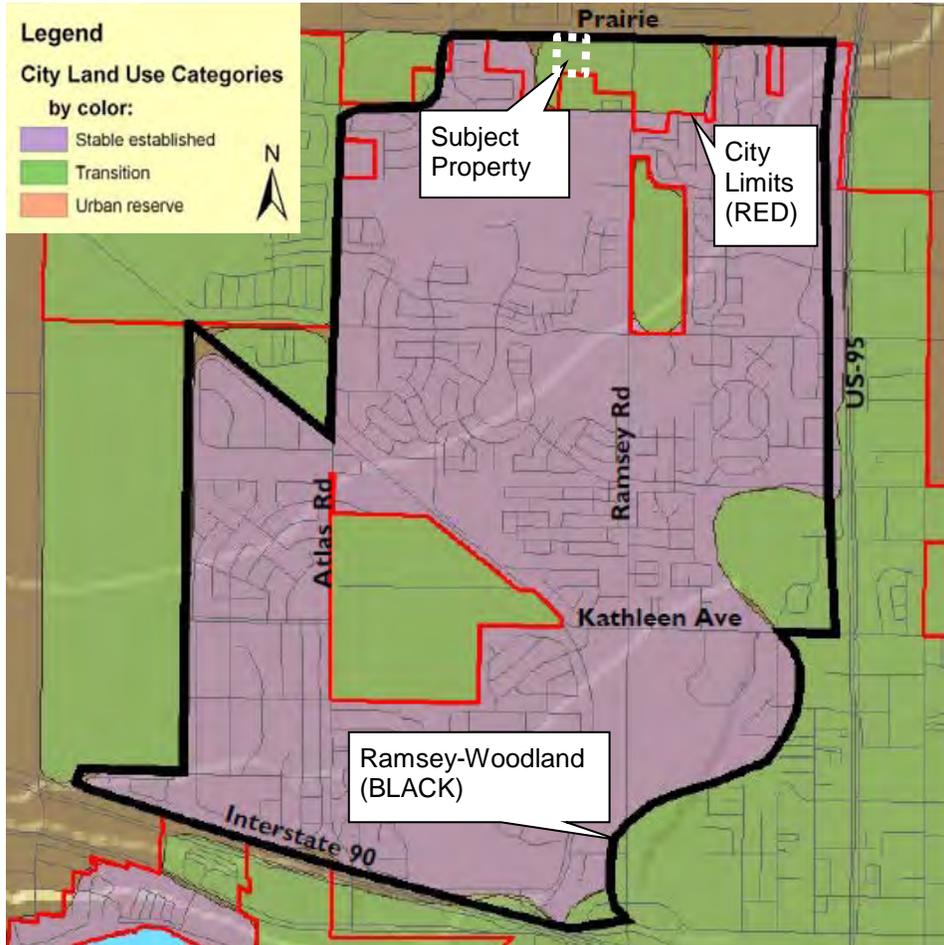
REQUIRED FINDINGS FOR ANNEXATION:

Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as: Ramsey – Woodland.

Ramsey-Woodland Comprehensive Plan Map:



Transition:

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

Land Use: Ramsey-Woodland

Ramsey - Woodland Today:

The development pattern in this area is mixed with established subdivisions, such as Coeur d'Alene Place, that are continuing to expand to the north. Passive and active parks have also been provided for the residents of these housing developments. Industrial uses are prominent to the west of Atlas Road with a mix of residential zoning on the south side of Hanley Avenue.

Neighborhood service nodes can be found throughout the Ramsey-Woodland area.

Ramsey - Woodland Tomorrow

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

The characteristics of Ramsey – Woodland neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

- **Objective 1.11- Community Design:**
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.01 - Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
- **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.16 - Capital Improvements:**
Ensure infrastructure and essential services are available prior to approval for properties seeking development.

- **Objective 3.18 - Transportation:**
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

Evaluation: *Planning Commission must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

PARKS:

The internal bike trails are important to get commuters safely off the main trail and to the bike racks indicated in the preferred concept. It is also recommend that a bike and/or pedestrian access in the southeast corner of the property on the Northside of the potential future neighborhood connection road to the bike racks indicated to the south of the basketball court be considered.

-Submitted by Monte McCully, Trails Coordinator

Street trees will be required on the street frontage along Prairie Ave at the time of building permit. Species must be selected from the city approved 'small' street tree list due to overhead powerlines. Prairie Ave is within the Lakes Highway District right-of-way (ROW), and the applicant will need to get their permission for the trees to be planted within said ROW. If the Lakes Highway District prefers not to have the trees in the Prairie Ave ROW, the city will require the trees be planted on school property near the right-of-way in conjunction with a recorded street tree easement.

-Submitted by Katie Kosanke, Urban Forester

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site is currently undeveloped. The site has frontage along the south side of Prairie Ave, which is controlled by Lakes Highway District and therefore will require their approval. The site will also have access to the future Moselle Drive, which will be constructed to City of Coeur d'Alene standards. The Streets and Engineering Department has no objection to this annexation request as proposed.

-Submitted by Chris Bosley, City Engineer

WATER:

Water service for the proposed annexation is to be furnished by the Hayden Irrigated Tracts water system.

Assessment:

The Hayden Lake Irrigation District (HLID) has indicated that they will serve the project based on a "Will Serve" letter provided to the applicant and the city.

-Submitted by Sean Holm, Senior Planner

WASTEWATER:

Presently, public sewer is not readily available to this annexation. Public Sewer is pending the CDA Place 30th Addition Sewer Main Extension and Vista Meadows Development Sewer Improvements. The nearest access to public sanitary sewer is planned for the future intersection of Pronghorn and Cedarview (Vista Meadows) which borders the westerly boundary of the Subject Property. Connection to the Public Sewer will be addressed during the Building Permit process. The Wastewater Utility has no objections to A-1-16 as proposed.

The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and per JUB's 06/05/2018 Technical Memorandum – *Prairie Avenue Elementary School Sewer Model Analysis*, the City's Wastewater Utility will ultimately have the wastewater system capacity and willingness to serve this annexation request pending the completion and City acceptance of the aforementioned sewer main extension and sewer improvements.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

The Fire Department works with the Engineering, Water and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents:

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

-Submitted by Bobby Gonder, Fire Inspector

Evaluation: *Planning Commission must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

Finding #B10: **That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

PHYSICAL CHARACTERISTICS:

The subject property is relatively flat with Prairie Avenue to the north. Currently these parcels have single family homes with garages/shops on them which will be removed in the future to make way for development.

Directly north of Prairie Avenue are small tract single family homes located in the City of Hayden. To the west and a portion of the south is an undeveloped subdivision in the city known as Vista Meadows. To the south/southeast is a large lot with a large home not in city limits. To the east is a county parcel similar in nature to those of this annexation request, a narrow but deep lot with a single family unit. See the “Generalized Land Use Pattern” map below in finding #B11 for a visual representation.

PHOTOS OF SUBJECT PROPERTY:

Bird’s eye view of the subject property looking north:



Prairie Avenue looking east showing existing sidewalk and homes to be removed:



Home to be removed (1 of 3):



Home to be removed (2 of 3):



Home to be removed (3 of 3):



Abutting home to the south of subject properties currently in Kootenai County (to remain):



N. Vantage Drive (in Hayden) showing Prairie Avenue which will align with Vista Meadows subdivision entrance that will access the subject properties:



Evaluation: *Planning Commission must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

Finding #B11: **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

TRAFFIC:

The proposed annexation would not likely adversely affect the future Moselle Drive with regard to traffic as it will have the available capacity to accommodate additional traffic generated from the subject site. However, a traffic study is underway to fully understand the possible impacts from the additional traffic on Prairie Ave and to receive approval from Lakes Highway District.

-Submitted by Chris Bosley, City Engineer

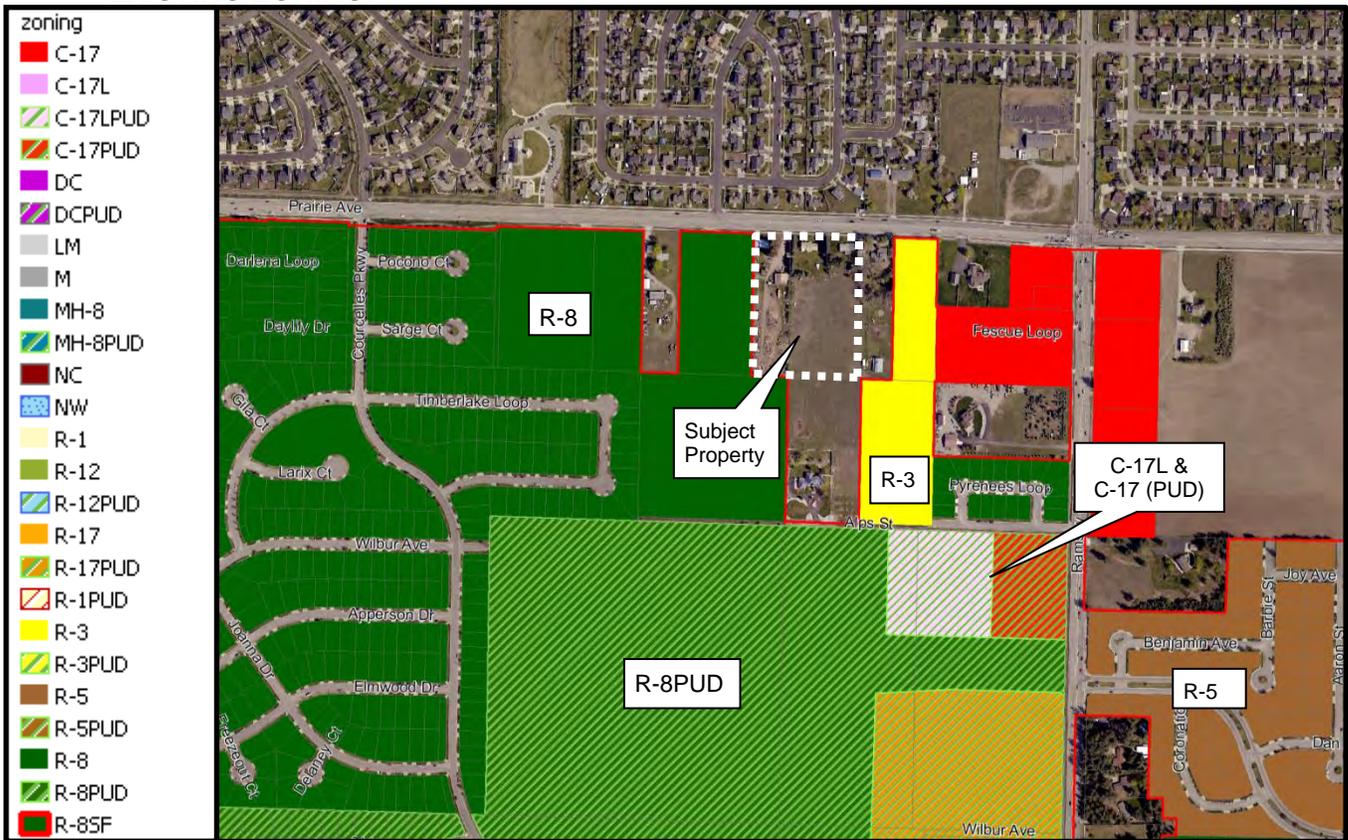
NEIGHBORHOOD CHARACTER:

See the “Ramsey-Woodland Today” descriptions from the 2007 Comprehensive Plan listed in finding #B8 as well as photos of subject property and the description of physical characteristics in finding #B10.

GENERALIZED LAND USE PATTERN:



EXISTING ZONING:



Evaluation: *Planning Commission must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

ANNEXATION AGREEMENT:

Staff recommends the annexation agreement include language to confirm the entities described within this staff report, including but not limited to: Lakes Highway District, Hayden Lake Irrigation (HLID), and the developer of Vista Meadows & CDA Place, provide assurance that their needed services and access are in place to ensure a high quality and safe asset for the School District and the citizens of Coeur d'Alene.

ORDINANCES & STANDARDS USED FOR EVALUATION:

- 2007 Comprehensive Plan
- Transportation Plan
- Municipal Code
- Idaho Code
- Wastewater Treatment Facility Plan
- Water and Sewer Service Policies
- Urban Forestry Standards
- Transportation and Traffic Engineering Handbook, I.T.E.
- Manual on Uniform Traffic Control Devices
- 2017 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

Planning Commission must consider this request and make separate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

**COEUR D’ALENE SCHOOL DISTRICT #271
ANNEXATION APPLICATION**

Written Narrative

The Coeur d’Alene School District #271 (the “District”) is applying for the following real property to be annexed into the City of Coeur d’Alene, Idaho (the “City”):

Parcel 1:

The West half of the West half of Tract 316, HAYDEN LAKE IRRIGATED TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 67, records of Kootenai County, Idaho.

Parcel 2:

The East half of the West half and that portion of the East half lying West of Tax #21262, of Tract 316, HAYDEN LAKE IRRIGATED TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 67, records of Kootenai County, Idaho.

Parcel 3:

The East Quarter of Tract 317 of HAYDEN LAKE IRRIGATED TRACTS, according to the official plat thereof filed in Book "C" of Plats at Page(s) 66 and 67 official records of Kootenai County, Idaho.

(collectively, the “Property”).¹

The District plans to construct a new elementary school (the “School”) on the Property to accommodate growth in the northwest area of the District’s boundaries and to resolve capacity issues at existing elementary schools.

In accordance with the City’s Annexation Application form, this narrative addresses specific topics from the City’s Comprehensive Plan (the “Plan”), including zoning, 2007 Comprehensive Plan Category, Neighborhood Area, applicable Special Areas and appropriate Goals and Policies, and explains how these topics correspond with and support the District’s annexation request.

Zoning

The proposed zoning classification for the Property is Residential R-8. The Residential R-8 zoning district is intended to be a residential area that permits a mix of housing types at eight (8) dwelling

¹ Note that this legal description is for the three individual parcels. The Applicant has also provided a legal description for the exterior boundary of the entire 7.18-acre area of annexation.

units per gross acre. Community education is allowed in the R-8 district pursuant to a special use permit.

The construction plans for the School will adhere to the R-8 site performance standards, which require, for non-residential structures, a height restriction of 45 feet and setback requirements of 20 feet for front yards, 25 feet for rear yards, and 25 feet for side yards.

This zoning designation is consistent with the surrounding area. The land immediately to the west of the Property, the Vista Meadows subdivision, as well as a majority of the property to the southwest of the Property, is also zoned R-8. The land directly to the east is zoned R-3. Although the District has no plans to use the property for residential purposes, this zoning designation is consistent with surrounding neighborhoods and also allows use of the site for a school, subject to a special use permit. Thus, the District's request for an R-8 designation is appropriate for the area and the District's intended use for the Property.

2007 Comprehensive Plan Category

The Land Use Base Map contained in the Plan identifies the Property as both "Stable Established" and "Transition." The Stable Established category indicates an area "where the character of neighborhoods has largely been established and, in general, should be maintained." The Transition category indicates an area "where the character of neighborhoods is in transition and should be developed with care."

The Stable Established areas near the Property include existing residential developments to the west and southwest of the property, such as Coeur d'Alene Place and Sunshine Meadows. The District's intended use of the Property for a neighborhood school will further encourage the long-term stability of these established communities.

The Transitional areas near the Property include the Property itself and adjacent land to the east up to and crossing Highway 95 and south of Prairie Avenue. The land north of Prairie Avenue crosses into the City of Hayden. The District Property is one of a few remaining parcels in this area that have not been incorporated into the City limits. Annexation of the Property will help establish a clear and consistent boundary for the City along Prairie Avenue. Furthermore, the use of the Property as a school will help to alter this transitional area into a more stable and established area.

Neighborhood Area

The Property is located in the Ramsey-Woodland area. According to the Plan, the development pattern for this area is mixed with established subdivisions, passive and active parks, industrial uses and a mix of residential zoning. As mentioned above, the proposed zoning for the Property is Residential R-8, which is appropriate for this neighborhood area. The Plan also notes how this particular area is expanding north, which coincides with the location of the School. As more residential areas develop, the need for educational opportunities in these communities continues

to grow. The District's plans to develop a school at the Property will help alleviate existing demands on neighborhood schools.

Applicable Special Areas

Though the Property does not directly fall into one of the special areas addressed in the Plan, the District will nonetheless comply with and incorporate into its construction/landscaping plans many of the key aspects discussed in the various special areas. For example, the Plan includes "Urban Forest" as a special area and notes that the City's forest cover is one of its defining physical characteristics. In accordance with the City's policy of protecting and enhancing urban forest, the District will strive to incorporate the planting of native tree species into the School's landscaping. Similarly, the District will adhere to the City's policy regarding the vitality, functionality and beauty of parks and open spaces by promoting open space in its construction/landscaping plans and creating a park/playground that will be accessible to students and the general public. The Plan also mentions the importance of strong neighborhoods and encourages the development of new neighborhoods and neighborhood associations. To this end, the District's plans to construct a neighborhood school at the site will strengthen existing neighborhoods (such as the Sunshine Meadows to the west and Coeur d'Alene Place to the south) and encourage the development of new neighborhoods (such as the residential development planned for Vista Meadows to the west and the extension of Coeur d'Alene Place to the south). The District will also promote neighborhood development with the addition of open space and playground area, indoor gymnasium space and connectivity of bicycle and pedestrian paths throughout the site.

Appropriate Goals and Policies

The Plan contains several goals and plans that directly support the District's annexation request. For instance, the Plan indicates that the City plans to expand the education industry and, as part of said expansion, transform the City both geographically and socially. The construction of the School does just that by attracting new development and strengthening existing communities, while also providing social and economic opportunities for the community at large.

The annexation of the Property and addition of the School also meet some of the City's goals for future planning, including: to enhance the economy to ensure a viable and attractive market, to provide quality neighborhoods, and to protect existing neighborhoods. As discussed in more detail below, the School will create new jobs and provide educational and recreational opportunities in an area of the City that is experiencing growth and transition. Said jobs and opportunities not only safeguard existing communities, but also promote future development.

In its Plan, the City divides its goals and objectives into four key areas of emphasis: Natural Environment, Economic Environment, Home Environment and Administrative Environment. Of those four areas, the two that this proposed annexation aligns with the most are Economic Environment ("preserves the city's quality workplaces and encourages economic growth") and Home Environment ("preserves the qualities that make Coeur d'Alene a great place to live").

Specifically, the Economic Environment Goal includes the City’s desire to support businesses that provide year-round stable jobs with livable wages that contribute to the overall economic health of Coeur d’Alene. The new school that will be built on the Property will create approximately 39 full-time employment positions. These salaries are expected to contribute an addition \$1,717,095.00 in wages to the community.

STAFF CATEGORY	NUMBER OF FULL-TIME EMPLOYEES	AVERAGE SALARY	TOTAL SALARY
Teaching Staff	28.00	\$50,000.00	\$1,400,000.00
Administration	1.50	\$85,902.00	\$128,853.00
Classified Staff	9.00	\$18,026.89	\$162,242.00
Certified Specialist	0.50	\$52,000.00	\$26,000.00
	39.00		\$1,717,095.00

The Economic Environmental Goal also states that the City intends to encourage business that complement and support education. The opening of a new school clearly supports education.

The Home Environment Goal, Objective 3.07, titled “Neighborhoods,” expresses the City’s interest in emphasizing a pedestrian orientation when planning neighborhood preservation and revitalization. As part of the District’s construction of the new school, the District will be incorporating bicycle and pedestrian paths.

Objective 3.12 of the Home Environment Goal states the City’s plan to support quality educational facilities through the city, from preschool through the university level. Since the District is requesting that the subject property be annexed into the City for the purpose of housing a new elementary school, this directly coincides with Objective 3.12.

Because the School will include a gymnasium and bicycle/pedestrian paths, the District’s proposed use of the annexed property supports Objective 3.14, which expresses the City’s desire to encourage recreation facilities for citizens of all ages. The gymnasium and bicycle/pedestrian paths will be open to and utilized by the general public. Also, with concerts, sporting events, and other extracurricular activities taking place at the School, the addition of the School will also support Objective 3.15, which emphasizes the integration of arts and cultural events in the community.

Objective 3.18 discusses accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation. These goals will all be met with the construction of the School.

The District is working with the City and the local highway district to develop appropriate traffic plans at the site. The Property will also include walking paths and be bicycle accessible.

Finally, under the Administrative Environment Goal, the first objective (Objective 4.01) states that the City must make decisions based on the needs and desires of the citizenry. The citizens of Coeur d'Alene (and surrounding areas) overwhelmingly supported a bond for the construction of a new school in the northwest corridor of the District. The District purchased the Property pursuant to that bond and intends to use it for the construction of a new school as desired by the patrons of the District.

Conclusion

Annexation of the Property at issue is consistent with the City's long-term plan and creates a more consistent City boundary along Prairie Avenue. An R-8 zoning designation is consistent with neighboring properties' zoning designations. Although the District has no plans to use the Property for residential purposes, a community education purpose is conditionally allowed with this designation. Ultimately, the construction of the School at this site will be beneficial to the City of Coeur d'Alene and its citizens.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A-3-18

A. INTRODUCTION

This matter having come before the Planning Commission on September 11, 2018, and there being present a person requesting approval of ITEM A-3-18, a request for zoning prior to annexation from County Agricultural to City R-8.

APPLICANT: COEUR D'ALENE SCHOOL DISTRICT #271

LOCATION: THREE PARCELS WEST OF RAMSEY RD., LOCATED SOUTH OF PRAIRIE AVE., COMMONLY KNOWN AS 1914, 1950, AND 2008 W. PRAIRIE AVE.

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

(The Planning Commission may adopt Items B1-through7.)

- B1. That the existing land uses are commercial and residential.

- B2. That the Comprehensive Plan Map designation is Transition Ramsey Woodland Today.

- B3. That the zoning is County Agricultural.

- B4. That the notice of public hearing was published on August 25, 2018, which fulfills the proper legal requirement.

- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.

- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.

- B7. That public testimony was heard on September 11, 2018.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

- **Objective 1.11- Community Design:**
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
 - **Objective 1.12 - Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
 - **Objective 1.13 - Open Space:**
Encourage all participants to make open space a priority with every development and annexation.
 - **Objective 1.14 - Efficiency:**
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
 - **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
 - **Objective 2.05 - Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
 - **Objective 3.01 - Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
 - **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.
 - **Objective 3.16 - Capital Improvements:**
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
 - **Objective 3.18 - Transportation:**
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and storm water systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- Objective 4.06 - Public Participation:**
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

- B9. That public facilities and utilities will be available and adequate for the proposed use. This is based on staff comments and pending agreements with Hayden Lake Irrigation District and a forthcoming wastewater extension.
- B10. That the physical characteristics of the site do make it suitable for the requests at this time because the proposed parcels are generally flat and will support construction of an elementary school.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses, based on engineering staff comments for traffic generated in city limits. A review by Lakes Highway District is pending for ingress/egress vehicular access from Prairie Ave.

C. ORDER: CONCLUSION AND DECISION:

The Planning Commission, pursuant to the aforementioned, finds that the request of COEUR D'ALENE SCHOOL DISTRICT 271 for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

None.

Motion by Mandel, seconded by Ingalls, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Ward	Voted Yes

Commissioner Rumpler was absent.

Motion to approve carried by a 5 to 0 vote.


 CHAIRMAN TOM MESSINA

in terms of integrity we still have to make that finding and know that the sewer is not available. He explained that if sewer is available at the time the annexation records can we still have integrity.

Mr. Adams stated that the intent is to make sure that sewer is ultimately available and not blocked off for any other reason. He explained that it doesn't mean it has to be available today it has to be theoretically available as opposed to being landlocked. He commented that the commission is within their integrity to find that it is available based on staffs comments that there are several paths to provide Wastewater.

Commissioner Ingalls inquired if it would be acceptable to put a condition with the special use permit that says "they demonstrate this agreement with Vista Meadows that as some point in time etc.

Mr. Adams answered yes you can but they wouldn't be able to build if they don't have sewer.

Commissioner Ingalls stated so the issue of sewer takes care of itself.

Mr. Adams stated that is correct.

Mr. Ward inquired if staff knew when Vista Meadows will get their permit.

Mr. Holm stated they are in final design for their subdivision improvements.

Commissioner Ingalls stated that he would remove the recommendation for sewer since the issue will take care of it's self once they apply for a permit.

Motion by Mandel, seconded by Ingalls, to approve Item A-3-18. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

HAYDEN LAKE IRRIGATION DISTRICT

2160 W. Dakota Ave.
Hayden, Idaho 83835-5122

October 2, 2018

Coeur d' Alene School District
1400 N Northwood Center Ct
Coeur d' Alene Idaho 83814

RE: Request for Water Service to 1914, 1950 and 2008 West Prairie Avenue Parcel Numbers 0-3560-27-316-AC, 0-3560-27-316-AD and 0-3560-27-317-AA, in Hayden Lake Irrigation Amended Irrigated Tracks

To Whom It May Concern:

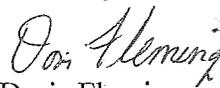
Hayden Lake Irrigation District is the water purveyor to these parcels and has the intent and will serve water to the referenced development subject to the conditions set forth herein.

This service commitment is limited to the extent of the District's available capacity at the time of connection. At the present time, the District has available capacity to serve the Future School because other lots within the District have not yet connected to the District's system. However, the District cannot guarantee service in this will serve at such time as an owner of a lots/parcels desires to connect to the system because the District needs a water storage tank to guarantee service to the existing parcels within the District and this project. As long as capacity is available, and the following requirements are addressed, the District will serve the School. Prior to final acceptance by the District, the following is required:

1. The Development Agreement required by the District is signed by February 2, 2019;
2. All plan will be submitted to the District for approval before construction
3. Any existing water right(s) associated with the property are transferred to the District;
4. All Idaho Department of Environmental Quality requirements shall be met;
5. All District construction standards shall be met;
6. All District water line easements shall appear on the face of the plat;
7. Easements shall be provided all necessary easements in a form acceptable to the District; and
8. All applicable water service connection fees shall be paid.

This will serve expires one year from the original date.

Sincerely,



Doris Fleming
Chairperson



City of Coeur d'Alene
FIRE DEPARTMENT
"City of Excellence"



October 3, 2018

Megan O'Dowd
201 N 3rd St.
P.O. Box 131
Coeur d'Alene, ID 83816

Ms. Dowd:

Thank you for meeting with our City Developmental Review Team on August 14th. This letter is to discuss the proposed school location off of Prairie Ave and the need for a service entrance off of Prairie. In addition to acting as a service entrance for school deliveries this entrance, as proposed, would also be required for fire department access.

The 2015 International Fire Code (IFC) requires that fire department access roads "...shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building..." (503.1.1), without the proposed service/FD access the current plan would not meet this requirement.

This access does not have to be public and can be used exclusively for school deliveries and fire department access. This should keep traffic in and out of this access to a minimum.

Again please remember that these comments are only based on the site plan shown to our development review team and would be subject to change if the plan or configuration changes.

Sincerely,

Craig Etherton
Fire Inspector
Coeur d'Alene Fire Department



August 7, 2018

Mr. Jonathan Mueller
Architects West
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

RE: Prairie Avenue School Site - Preliminary Comments for Coeur d'Alene School District #271

Dear Jonathan:

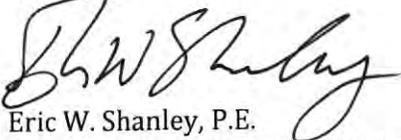
At the regular scheduled Board Meeting of the Lakes Highway District held on August 6, 2018, the District Commissioners reviewed the above referenced project memorandum and site plan. Upon review, the Board recognized that existing safety and operation concerns on Prairie Avenue as it relates to both motorized and non-motorized transportation are exacerbated by the proposed school. The District requests the following items be addressed through development of the new school if this site is selected.

1. Prairie Avenue is a Federally Classified Urban Principle Arterial Roadway with approximately 20,000 cars per day and an 85th percentile travel speed more than 50-mph adjoining the proposed site. This while the posted speed limit adjoining the school site is 45-mph.
2. Regionally, Prairie Avenue is considered a major east-west corridor essential to moving traffic between three (3) State Highways that interconnect between Idaho and Washington.
3. Given the Prairie Avenue roadway classification and use, approaches for the school shall be limited to interior roadways only. No approaches to Prairie Avenue will be permitted if interior road access exists.
4. At a minimum, pedestrian facilities designed in accordance with the AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities shall be provided for safe crossing opportunities of Prairie Avenue. This to provide means of safe access during the non-school year for neighboring developments that are located within walking distance of the school and its associated playground facilities.
5. The Site should be fully fenced to promote pedestrian crossings and access from Prairie Avenue at a single controlled location, located at Moselle. This as apposed to uncontrolled access and crossings of Prairie Ave.
6. Currently the District has restricted access for Moselle Drive to Prairie Avenue to only 12 lots. The Moselle Drive access to Prairie Avenue is limited to the 12-lots proposed within Phase 1 of Vista Meadows. No additional access to Prairie Ave beyond the proposed 12-lots within Vista Meadows will be granted without mitigation of the associated motorized and non-motorized transportation impacts. We have the following additional information:

- a. A Traffic Impact Study (TIS) in accordance with the Associated Highway District Standards shall be provided to consider traffic impacts associated with increased traffic at the Moselle approach to Prairie Ave.
 - b. The TIS shall not only consider standard engineering guidelines for determining trip generations, but also shall consider a comparison of other local schools to include existing, future and maximum student densities for calculating trip generations. The TIS shall also define the area to be served by the proposed school.
 - c. The TIS study shall consider motorized and non-motorized traffic impacts associated with the school and future roadway extensions south of the school into the Coeur d'Alene Place Subdivision. The TIS shall consider traffic and operations of the school without access to Moselle south of the proposed school. Additionally, the study shall consider both existing and full residential buildout traffic associated with development within the Coeur d'Alene Place Subdivision, south of the proposed school.
 - d. The associated mitigation required to accommodate traffic shall be paid for by development.
 - e. We understand that development within the City of Coeur d'Alene and the associated master planning for the proposed school, not only requires access to Prairie Ave, but also requires internal subdivision road access, south of the proposed school site. We also understand that the City of Coeur d'Alene collects traffic mitigation fees from development to offset traffic mitigation. To the extent that mitigation may be required for the proposed school and/or development connection of internal subdivision roads, it shall be the burden of the applicant to facilitate a Memorandum of Understanding between the City and Lakes Highway District for proportionate share cost allocation and transfer of the traffic mitigation fees to District.
 - f. Without means for full development funding of traffic mitigation, no additional access to Prairie Avenue will be provided.
7. Any platting associated with the proposed project will require dedication in accordance with the Associated Highway District Standards.
 8. A multi-use path adjacent to the project will need to be constructed in accordance with the AHD Standards.
 9. Prior to start of construction, plan for work within the Highway District right-of-way shall be submitted for review and approval in accordance with the AHD Standards. Additionally, an approach permit will also need to be obtained from the Highway District.

The District appreciates the opportunity to submit the above referenced comments for your consideration. If you have any questions or need additional information, please contact the District at (208)772-7527.

Sincerely,



Eric W. Shanley, P.E.
Director, Lakes Highway District

EWS/bf

cc: Steven Cook, Superintendent, Coeur d'Alene School District, 1400 Northwood Center Court, Coeur d'Alene, ID 83814
Chris Bosley, P.E., City of Coeur d'Alene, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814
Sean Holm, City of Coeur d'Alene, Planning Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814
Jay Hassell, JUB Engineers, via email only

Sean Holm, Senior Planner stated that Coeur d'Alene School District #271 is requesting approval of a proposed +/- 7.18 acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre). This request has been filed in conjunction with a Special Use Permit for Community Education (SP-10-18).

Mr. Holm provided the following statements for A-3-18:

- The reason for the annexation request is that the Coeur d'Alene School District #271 plans to construct a new elementary school on the subject properties to accommodate growth in the northwest area of the District's boundaries. This will help to resolve current capacity issues at existing elementary schools. The request consists of a total of three parcels currently in Kootenai County at the northern edge of city limits.
- It is important to note that there are multiple agencies and an adjacent property owner that will ultimately be working together, if this request is approved, to provide services and access to the site.
 - **Lakes Highway District:**

Attached is a letter from Eric Shanley, Director of Highways for Lakes Highway District, outlining their requirements for Prairie Avenue. The Highway District and SD #271 have been working together to provide safe access to the site while maintaining vehicular and pedestrian movements for this principal arterial.
 - **Hayden Lake Irrigation District (HLID):**

HLID is the water purveyor in this area. They will provide the site with potable water for domestic and irrigation purposes. Attached is a "Will Serve" letter provided by Brandon Rose, HLID Superintendent. As part of this service, an agreement is in place with the City's Wastewater Utility to report usage which is used to determine billing for wastewater services rendered on site.
 - **Neighboring Parcel(s) to the West (Vista Meadows):**

A recently approved subdivision for Vista Meadows (Phase I) provides connectivity to the proposed annexation, and the current plan is to use these internal roads which have not been improved yet, to gain access to the site. Additionally, the wastewater service will need to be extended north from the CDA Place PUD, to Vista Meadows, and then to the school site.
- These agreements are between the developer(s) and the school district, the city has no control of the timing or financing for this to occur. However, as part of the Vista Meadows subdivision request, a deviation was approved by Planning Commission for Vista Meadows Boulevard and Cedar View Avenue (road names are still under review and may change). This deviation will allow for road/intersection design flexibility to provide safe access to the school site for both vehicles (Busses and parent drop offs) as well as children arriving by foot or bicycle.
- He stated that the Comprehensive Plan designates this area as Transition, Ramsey-Woodland today.
- He stated that there are no items to be included in the Annexation Agreement.

Mr. Holm concluded his presentation and asked if the Commission had any questions for the annexation portion of this request.

Commission Comments:

Commissioner Ingalls commented that there is a number of entities involved that they applicant will have to work with on this project. He questioned in our findings we have to make a black/white finding that says "Public Facilities and Utilities are/or are not available and adequate". The staff report says that sewer "is not readily available to this property. He inquired how we are supposed to make that finding, or do we interpret the verbage is "Can sewer service is being provided or extended to serve the property". He questioned how can we make a finding that sewer is available.

Mr. Holm stated the applicant is here and this is something that they have been working on daily and might have additional information that has come forward since the staff report has been written. He explained that staff has discussed with Coeur d'Alene Place and Vista Meadows who is putting a portion of their land in an easement, so there is no inhibitor for that line to be extended, but the line has not been extended.

Commission Luttrupp inquired if we could add sewer as a condition.

Mr. Holm stated that this request is for an annexation and the Planning Commission can only make recommendations for items to be added to the Annexation Agreement. He stated that the second half of this request is for a Special Use Permit and if the Commission feels that would like to add a condition this is where they can add it.

Commissioner Mandel questioned if we should be specific with those entities and with the city that we can meet that criteria.

Mr. Holm explained that under staff comments he wrote that to buy time because this will go forward to council and hoping that they will get there approvals as this moves forward. He added this is a public entity and treated different and the city will not provide those utilities. He explained that the school district will have to pass a bond or something to get utilities that will be up to them. The school district is here to answer those questions.

Ms. Mandel stated that if the commission wanted they could put conditions with the special use permit.

Mr. Holm stated that is correct.

Public Testimony open:

Megan O'Dowd applicant representative provided the following statements:

- She stated staff did a great job on their presentation.
- The School District had to purchase three parcels totaling 7.18 acres.
- She explained on the northern part of the property there will be duplexes and single family homes.
- She stated a new elementary school would benefit both the existing and the future development of these areas and help stabilize the transition areas.
- She explained the benefits of having the school in this area are the increased open space, strengthen communities, and promoting connectivity.
- She estimated the number of jobs provided will be close to two million in new job opportunities with the addition of a new elementary school.

- She explained that they went to the voters a few years ago, and obtained a bond approval with 77% approval.
- She stated their goal was to find a site in the Northwest area of the district to help alleviate the crowding of the schools, so by annexing into the city will help us achieve what the voters wanted.
- She commented that the School District has had conversations with Vista Meadows and agreed to a shared sewer agreement, but because of the sizing of the pipe that final agreement has not been reached. She stated that Vista Meadows is required to bring sewer “to and through” their site and will be linking onto their extension through Cedar View Street.
- Hayden Lake Irrigation District stated that the School District is applying to the board for approval and will meet all requirements for the Fire Department.
- She stated that Prairie is in the Lakes Highway District and they have attended a meeting and have submitted a traffic study that will be revisited by the highway district at their next meeting.
- An elementary school would help the community.
- R-8 is consistent with the neighborhood and will go with staff’s wishes.

Ms. O’ Dowd concluded her presentation and stood for questions.

Commissioner Ingalls stated that he agrees a school is needed, but we do have a finding that is pretty clear stating if utilities are available and adequate. He noted in the staff report, it states sewer is not available and in previous testimony heard there was a tentative agreement saying that utilities are available. He stated that he doesn’t want to slow this down, but in previous testimony we had an annexation agreement going forward with some recommendations for the annexation agreement. He questioned would the school district be comfortable with a recommendation that said “That the Planning and Zoning Commission makes a recommendation that the applicant demonstrates final agreement with Vista Meadows on a sewer extension prior to recordation of the annexation”.

Ms. Dowd stated that she wouldn’t have any problem with that recommendation requiring the district to demonstrate an agreement that we will bring sewer through Vista Meadows.

Commissioner Ingalls stated that it would be a recommendation added to the annexation agreement.

Ms. O’Dowd explained that the roads aren’t completed with Vista Meadows and talked with the engineer of Vista Meadows and they have submitted a plan because the school district and Vista Meadows were discussing what size of sewer pipe should use. She commented that Vista Meadows was recently annexed into the city and didn’t have any sewer/water in place so we would like something similar. The only discussion related to sewer they have had with Vista Meadows is the size of pipe to be used.

Mr. Holm clarified Vista Meadows had two different scenarios – they were able to use a pump house and pump out through Alps or go through Coeur d’Alene Place. They had two options available and staff would require a bond for which one they chose when it was time to record the plat. He explained with this annexation, there won’t be a plat or subdivision coming forward so there is not the ability for the city to apply conditions or get bonding because there is not request to subdivide.

Ms. O’ Dowd stated that she is confident that the school district can bring forward an agreement that Vista Meadows is going to allow us to connect to sewer through their system.

Commissioner Ward inquired how Vista Meadows got their agreement with Hayden Lake Irrigation and questioned if they had to do the same thing.

Mr. Holm explained that they did instead of a conditional letter they got a “Will Serve” letter.

Public testimony closed.

Discussion:

Commissioner Ingalls stated he is in favor of this project and that it cleans up the city boundary. He feels

in terms of integrity we still have to make that finding and know that the sewer is not available. He explained that if sewer is available at the time the annexation records can we still have integrity.

Mr. Adams stated that the intent is to make sure that sewer is ultimately available and not blocked off for any other reason. He explained that it doesn't mean it has to be available today it has to be theoretically available as opposed to being landlocked. He commented that the commission is within their integrity to find that it is available based on staffs comments that there are several paths to provide Wastewater.

Commissioner Ingalls inquired if it would be acceptable to put a condition with the special use permit that says "they demonstrate this agreement with Vista Meadows that as some point in time etc.

Mr. Adams answered yes you can but they wouldn't be able to build if they don't have sewer.

Commissioner Ingalls stated so the issue of sewer takes care of itself.

Mr. Adams stated that is correct.

Mr. Ward inquired if staff knew when Vista Meadows will get their permit.

Mr. Holm stated they are in final design for their subdivision improvements.

Commissioner Ingalls stated that he would remove the recommendation for sewer since the issue will take care of it's self once they apply for a permit.

Motion by Mandel, seconded by Ingalls, to approve Item A-3-18. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

City Council Meeting



November 6, 2018

A-3-18: Annexation (SD#271)

APPLICANT:

Coeur d'Alene School District #271

CONSULTANT/ATTORNEY:

Megan O'Dowd of Lyons O'Dowd

SUBJECT:

Request for zoning in conjunction with annexation

LOCATION:

Commonly known as 1914, 1950, and 2008 W. Prairie Avenue



A-3-18: Annexation (SD#271) General Information

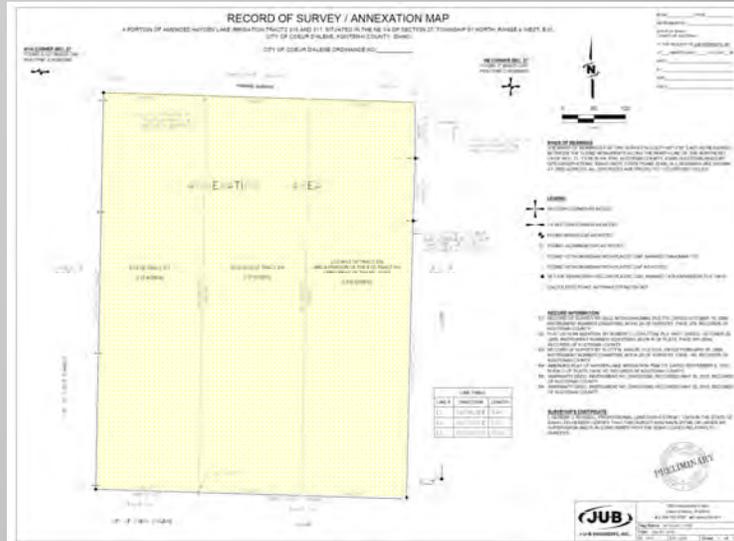
The reason for the annexation request is that the Coeur d'Alene School District #271 plans to construct a new elementary school on the subject properties to accommodate growth in the northwest area of the District's boundaries. This will help to resolve current capacity issues at existing elementary schools. The request consists of a total of three parcels currently in Kootenai County at the northern edge of city limits.



A-3-18: Annexation (SD#271) Vicinity Map



A-3-18: Annexation (SD#271) Annexation Map



A-3-18: Annexation (SD#271) Requested R-8 Zoning District

Proposed R-8 Zoning District:

17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.



A-3-18: Annexation (SD#271) Kootenai County Land Use Map (AG)



A-3-18: Annexation (SD#271) Required Findings

Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as:

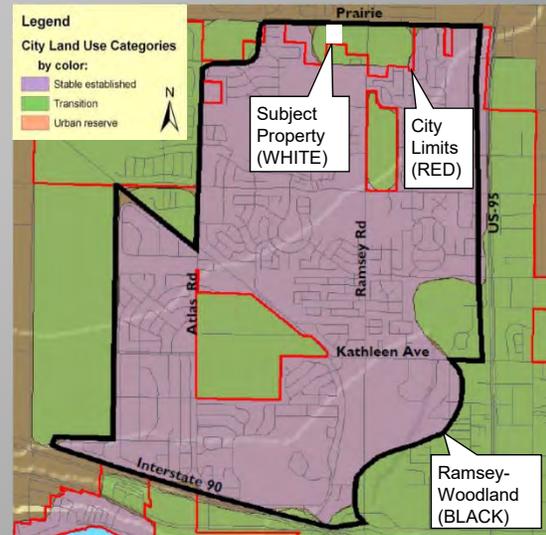
Ramsey-Woodland (Transition)



A-3-18: Annexation (SD#271) Finding #B8: continued

Ramsey-Woodland Transition:

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.



A-3-18: Annexation (SD#271) Finding #B8: continued

Ramsey - Woodland Today:

The development pattern in this area is mixed with established subdivisions, such as Coeur d'Alene Place, that are continuing to expand to the north. Passive and active parks have also been provided for the residents of these housing developments. Industrial uses are prominent to the west of Atlas Road with a mix of residential zoning on the south side of Hanley Avenue. Neighborhood service nodes can be found throughout the Ramsey-Woodland area.



A-3-18: Annexation (SD#271) Finding #B8: continued

Ramsey - Woodland Tomorrow:

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.



A-3-18: Annexation (SD#271) Finding #B8: continued

Characteristics of Ramsey – Woodland neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.



**A-3-18: Annexation (SD#271)
Finding #B8: Comp Plan Goals & Objectives**

2007 Comprehensive Plan:

- | | |
|---|-----------------------------|
| 1.11- Community Design | 3.01 - Managed Growth |
| 1.12 - Community Design | 3.05 - Neighborhoods |
| 1.13 - Open Space | 3.16 - Capital Improvements |
| 1.14 - Efficiency | 3.18 - Transportation |
| 1.16 - Connectivity | 4.02 - City Services |
| 2.05 - Pedestrian & Bicycle Environment | 4.06 - Public Participation |



**A-3-18: Annexation (SD#271)
Required Findings**

Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

PARKS:

The internal bike trails are important to get commuters safely off the main trail and to the bike racks indicated in the preferred concept. It is also recommend that a bike and/or pedestrian access in the southeast corner of the property on the Northside of the potential future neighborhood connection road to the bike racks indicated to the south of the basketball court be considered.

-Submitted by Monte McCully, Trails Coordinator



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

PARKS:

Street trees will be required on the street frontage along Prairie Ave at the time of building permit. Species must be selected from the city approved 'small' street tree list due to overhead powerlines. Prairie Ave is within the Lakes Highway District right-of-way (ROW), and the applicant will need to get their permission for the trees to be planted within said ROW. If the Lakes Highway District prefers not to have the trees in the Prairie Ave ROW, the city will require the trees be planted on school property near the right-of-way in conjunction with a recorded street tree easement.

-Submitted by Katie Kosanke, Urban Forester



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

STREETS:

The subject site is currently undeveloped. The site has frontage along the south side of Prairie Ave, which is controlled by Lakes Highway District and therefore will require their approval. The site will also have access to the future Moselle Drive, which will be constructed to City of Coeur d'Alene standards. The Streets and Engineering Department has no objection to this annexation request as proposed.

-Submitted by Chris Bosley, City Engineer



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

WATER:

Water service for the proposed annexation is to be furnished by the Hayden Irrigated Tracts water system.

Assessment:

The Hayden Lake Irrigation District (HLID) has approved water service for the future elementary school as indicated by an issued "Will Serve" letter. A copy is attached to your staff report.

-Submitted by Sean E. Holm, Senior Planner



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

WASTEWATER:

Presently, public sewer is not readily available to this annexation. Public Sewer is pending the CDA Place 30th Addition Sewer Main Extension and Vista Meadows Development Sewer Improvements. The nearest access to public sanitary sewer is planned for the future intersection of Pronghorn and Cedarview (Vista Meadows) which borders the westerly boundary of the Subject Property. Connection to the Public Sewer will be addressed during the Building Permit process. The Wastewater Utility has no objections to A-1-16 as proposed.

-Submitted by Mike Becker, Utility Project Manager



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

FIRE:

The Fire Department works with the Engineering, Water and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents:

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

-Submitted by Bobby Gonder, Fire Inspector



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

WATER:

Please find attached to your staff report the “conditional will serve” letter from Haden Lake Irrigation Administrator Branden Rose concerning water service for the subject property.

The property proposed for annexation lies outside the City of Coeur d’Alene water service area and is serviced by Hayden Lake Irrigation District (HLID).

-Submitted by Kyle Marine, Assistant Water Superintendent



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

WASTEWATER:

The nearest public sanitary sewer is located within the Ramsey Road which borders the easterly boundary of this annexation. In accordance with the 2013 Sewer Master Plan, the City’s Wastewater Utility presently has the wastewater system capacity and willingness to serve this Annexation as proposed.

-Submitted by Mike Becker, Utility Project Manager



A-3-18: Annexation (SD#271) Department Comments

Finding #B9: (continued)

FIRE:

The Fire Department works with the Engineering, Water, and Building Departments, to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire Department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation, or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CDA FD will address all concerns at site development and building permit submittals.

-Submitted by Bobby Gonder, Fire Inspector



A-3-18: Annexation (SD#271) Required Findings

Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

PHYSICAL CHARACTERISTICS:

The subject property is relatively flat with Prairie Avenue to the north. Currently these parcels have single family homes with garages/shops on them which will be removed in the future to make way for development.

Directly north of Prairie Avenue are small tract single family homes located in the City of Hayden. To the west and a portion of the south is an undeveloped subdivision in the city known as Vista Meadows. To the south/southeast is a large lot with a large home not in city limits. To the east is a county parcel similar in nature to those of this annexation request, a narrow but deep lot with a single family unit.



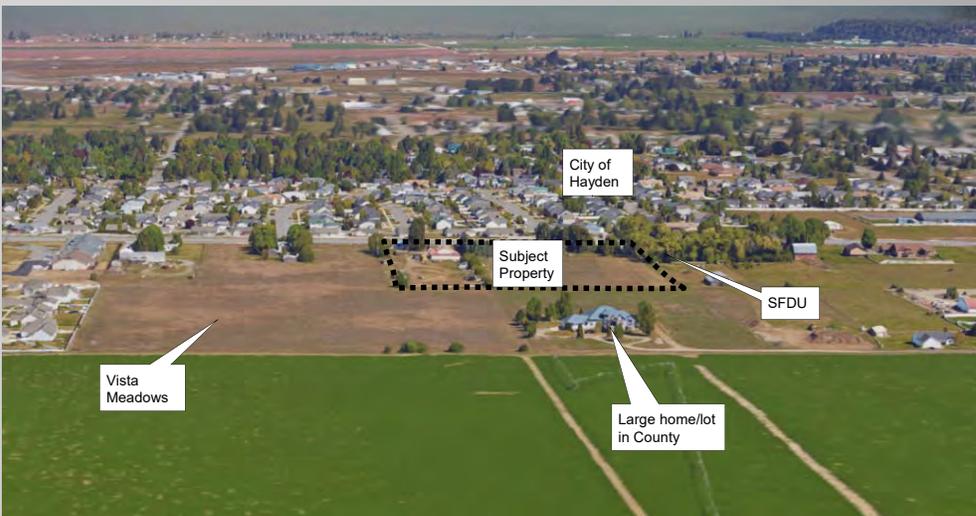
A-3-18: Annexation (SD#271) Photos of Subject Property



Bird's eye view



A-3-18: Annexation (SD#271) Photos of Subject Property



Bird's eye view



A-3-18: Annexation (SD#271)
Photos of Subject Property



*Prairie Avenue
frontage looking
east showing
existing sidewalk
and home(s)*



A-3-18: Annexation (SD#271)
Photos of Subject Property



Abutting home to
the south of
subject properties
currently in
Kootenai County
(to remain):



A-3-18: Annexation (SD#271) Photos of Subject Property



N. Vantage Drive
(in Hayden)
showing Prairie
Avenue which will
align with Vista
Meadows
subdivision
entrance that will
access the subject
properties:



A-3-18: Annexation (SD#271) Required Findings

Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

NEIGHBORHOOD CHARACTER:

This is a rapidly changing area within Coeur d'Alene. Multiple annexations, subdivisions, and Planned Unit Developments have been approved in the area within the last five years. Refer to photos and description of physical characteristics in finding #B10.



A-3-18: Annexation (SD#271) Department Comments

Finding #B11: (continued)

TRAFFIC:

The proposed annexation would not likely adversely affect the future Moselle Drive with regard to traffic as it will have the available capacity to accommodate additional traffic generated from the subject site. However, a traffic study is underway to fully understand the possible impacts from the additional traffic on Prairie Ave and to receive approval from Lakes Highway District.

-Submitted by Chris Bosley, City Engineer



A-3-18: Annexation (SD#271) Generalized Existing Land Uses



A-3-18: Annexation (SD#271) Existing Zoning



A-3-18: Annexation (SD#271) Recommendations for Annexation Agreement

Staff recommends the annexation agreement include language to confirm the entities described within this staff report, including but not limited to:

- ***Lakes Highway District- Prairie Ave. (formal meeting yesterday),***
- ***Hayden Lake Irrigation (HLID- approved since last meeting),***
- ***CDA Place & Vista Meadows (Sewer agreement for access/easement),***

provide assurance that their needed services and access are in place to ensure a high quality and safe asset for the School District and the citizens of Coeur d'Alene.



A-3-18: Annexation (SD#271) Decision Points

The applicant is requesting:

1. Annexation of +/- 7.18 acres
2. R-8 zoning designation

**Note: This request has been made in conjunction with a special use permit for community education (SP-10-18), approved by Planning Commission on Sept. 11, 2018.*



A-3-18: Annexation (SD#271) Action Alternatives

City Council must consider this request and make (or direct staff to make) appropriate findings:

- To approve
- Deny
- Deny without prejudice

The findings worksheets are attached to your staff report.



A-3-18: Annexation (SD#271) Annexation Findings

ANNEXATION FINDINGS:

Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.



PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: October 8, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-06, Vacation of a portion of Annie Avenue right-of-way adjoining the northerly boundary of Lot 1, Block 1, Boothe Addition to the City of Coeur d'Alene.**

DECISION POINT

The applicant, Shelley R. Bruna, Trustee for the Ralph Rudolph Rash Irrevocable Trust, is requesting the vacation of a portion of Annie Avenue right-of-way that adjoins the northerly boundary of the property located at 1941 N. 9th Street.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Borah Third Addition plat in 1954.

FINANCIAL ANALYSIS

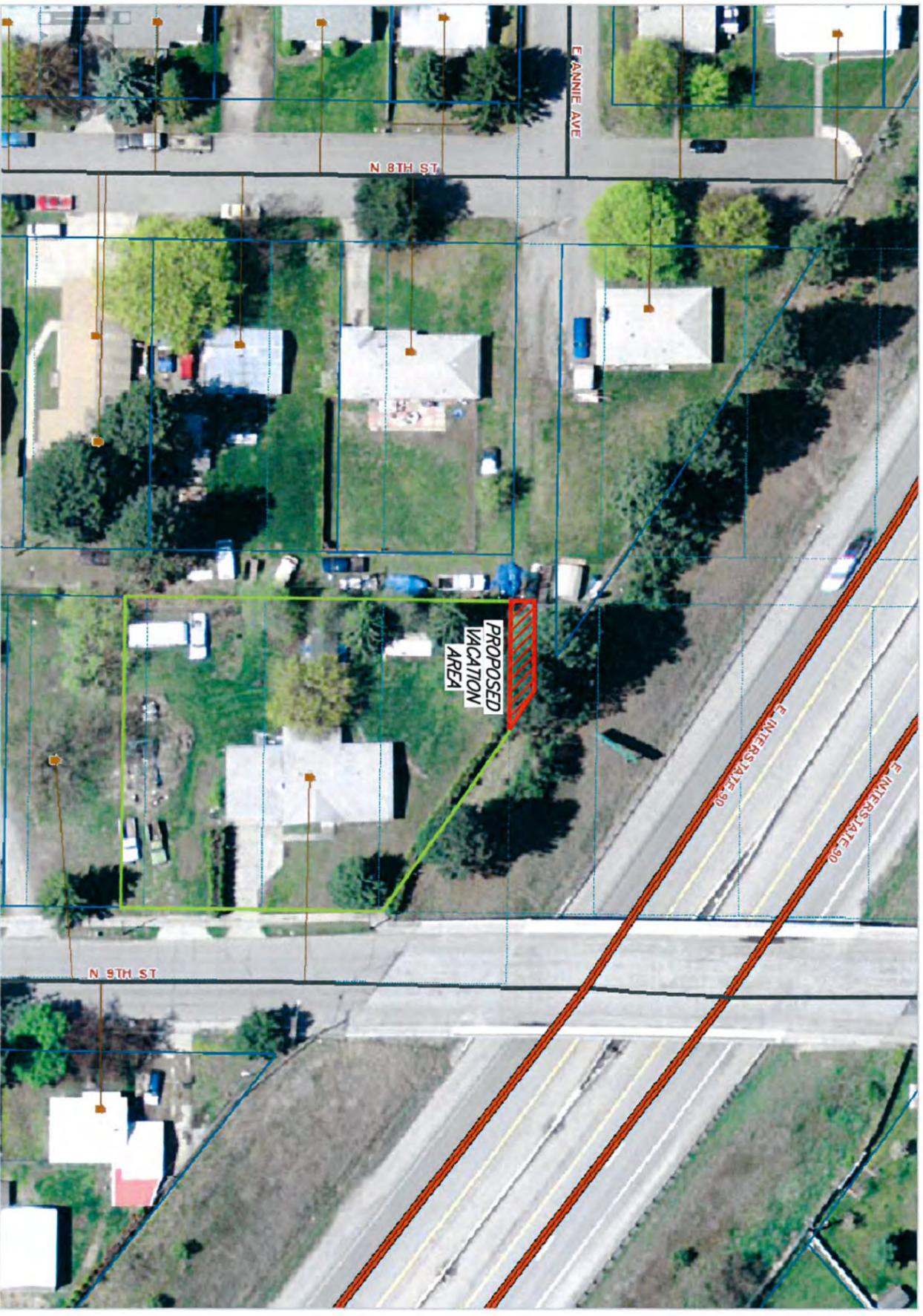
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 802 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate the unused street right-of-way. Annie Avenue is a dead-end street that was cut off when Interstate 90 was built. It is unimproved and not needed. There is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of street right-of-way adjoining this lot would not impact the City and would be a benefit to the property owner. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on November 6, 2018.



PROJECT AERIAL

NOT TO SCALE



VACATION AREA

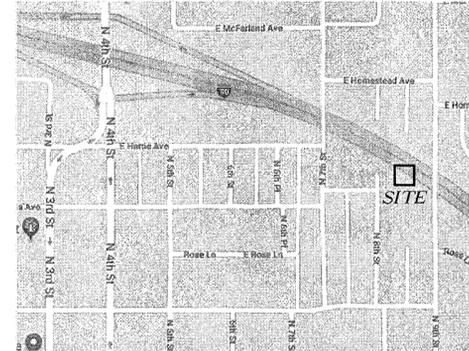
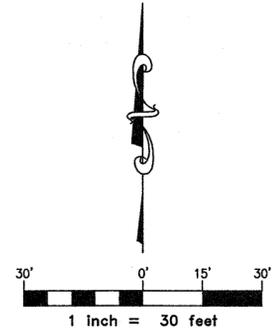
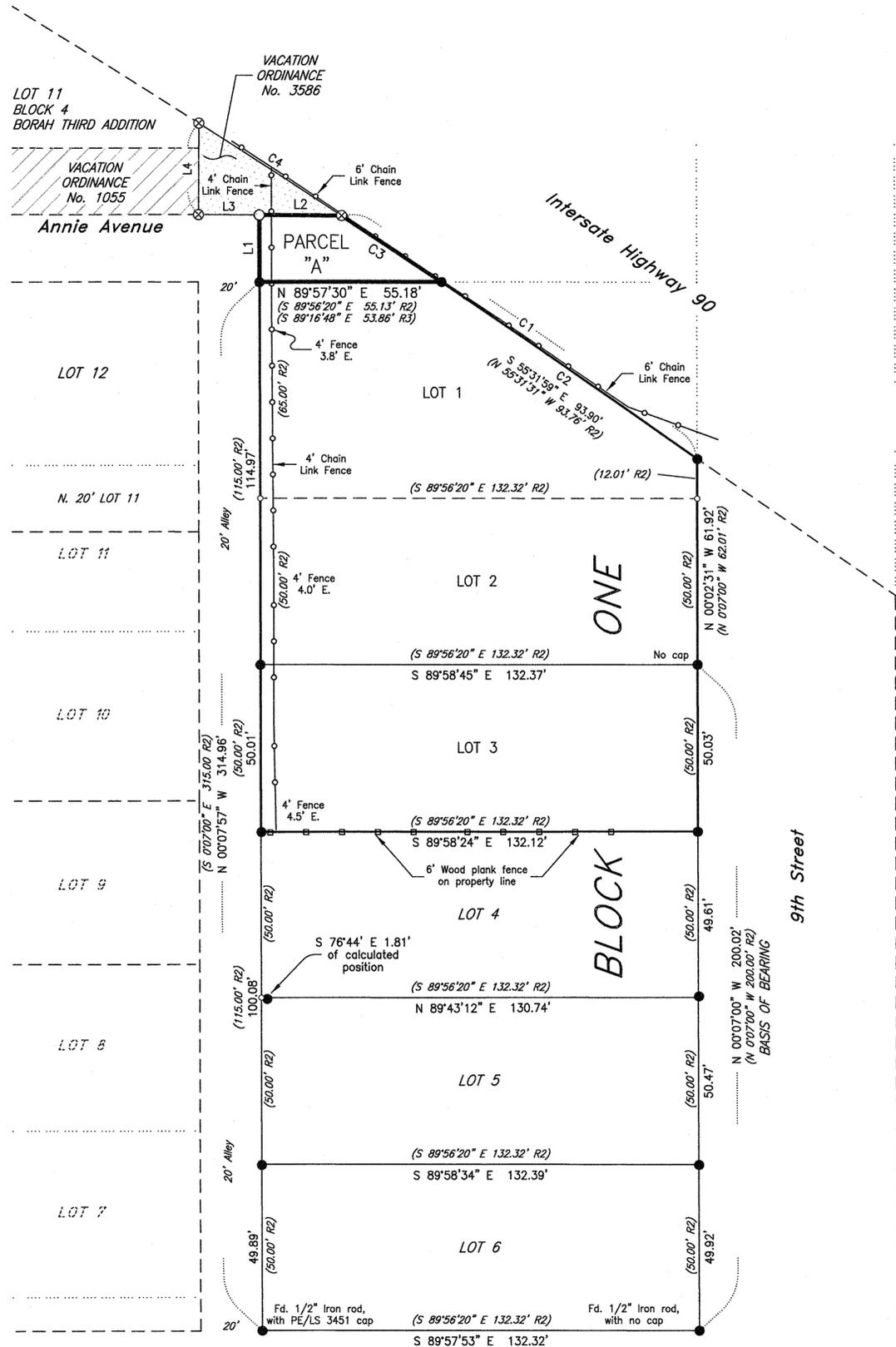
NOT TO SCALE

AERIAL EXHIBIT FOR SAM RASH			
V-18-06 VACATION OF RIGHT-OF-WAY			
LOTS 1-3, BLOCK 1, BOOTHE ADDITION AND A PORTION OF VACATED ANNIE STREET			
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
MECKEL ENGINEERING & SURVEYING, INC.			
<small>7800 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (200)667-4639 Fax: (200)664-3347</small>			
SCALE: NONE	DRAWN BY: OVF	JOB NO.: 17.012B	
DATE: JUNE 22, 2018	CHECKED BY: SMR	DWG: RAS17012B_2	
REVISED:	CREW: DG, JJ & TB	SHEET: 2 OF 2	

RECORD OF SURVEY

LOTS 1-3, BLOCK 1, BOOTHE ADDITION AND A PORTION OF VACATED ANNIE AVENUE,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 No. _____
 STATE OF IDAHO
 COUNTY OF KOOTENAI
 AT THE REQUEST OF:
MECKEL ENGINEERING & SURVEYING
 At _____ minutes past _____ o'clock _____ M
 Date: _____
 JIM BRANNON, CLERK
 By _____ Deputy
 Fee \$ _____



PARCEL A

VACATED ANNIE AVENUE ADJACENT TO LOT 1, BLOCK 1, BOOTHE ADDITION, CITY OF COEUR D'ALENE (802.3 SQ. FT. - 0.018 ACRE)

BASIS OF BEARING

BASIS OF BEARING ~ "N 00°07'00" W" ALONG THE WEST RIGHT OF WAY LINE OF 9th STREET, BETWEEN THE IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 4194, MONUMENTING THE SOUTHEAST CORNER OF LOT 6 AND THE 5/8 INCH IRON ROD, WITHOUT A CAP, MONUMENTING THE NORTHEAST CORNER OF LOT 3, BLOCK ONE, BOOTHE ADDITION, ACCORDING TO THE SURVEY BY JON P. MONACO, PLS 4194, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 169, RECORDS OF THE KOOTENAI COUNTY RECORDERS OFFICE.

LEGEND

- FOUND AN IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 4194, EXCEPT AS NOTED.
- ⊗ FOUND AN IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374.
- SET AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374.
- CALCULATED POINT (NOTHING FOUND OR SET)
- OTHERS AS NOTED

SURVEYS OF RECORD

- 1) O.H. TOOD PLS 23 JAN. 1905 BK. B, PG. 69
BOOTHE ADDITION
- 2) J. MONACO PLS 4194 NOV. 2001 BK. 21, PG. 169
- 3) S. RASOR PLS 6374 AUG. 2017 BK. 29, PG. 480

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR SAM RASH.

Scott M. Rasor 9/18/18
 SCOTT M. RASOR ~ PLS 6374 DATE



CURVE DATA					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE
C1	2°28'26"	3704.72'	159.96'	N 56°02'38" W	159.95'
C2	1°27'08"	3704.72'	93.90'	N 55°31'59" W	93.90'
C3	0°33'42"	3704.72'	36.31'	N 56°32'23" W	36.31'
Rec.3	0°33'42"	3704.72'	36.31'	N 56°03'52" W	36.31'
C4	0°47'49"	3704.72'	51.42'	N 57°13'06" W	51.42'
Rec.3	0°47'49"	3704.72'	51.42'	N 56°44'40" W	51.42'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°07'57" W	20.26'
L2	S 89°32'58" E	24.93'
Rec.3	S 89°04'20" E	-----
L3	S 89°32'58" E	18.41'
Rec.3	S 89°04'20" E	-----
L4	N 00°13'32" E	27.50'
Rec.3	N 00°40'59" E	27.50'

NOTE:
 THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY. ITEMS SUCH AS BUILDINGS AND FENCES WHICH ARE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SCALE: 1" = 30'	DRAWN: CVF	JOB NO: 17.012 DWG FILE: RAS17012R
DATE: SEPT. 18, 2018	CHECKED: SMR	CREW: DEG, JCJ & TAB

MECKEL ENGINEERING & SURVEYING
 7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax: (208)664-3347

RECORD OF SURVEY
 LOTS 1-3, BLOCK 1, BOOTHE ADDITION AND A PORTION OF VACATED ANNIE AVENUE,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

COUNCIL BILL NO. 18-1025
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF ANNIE AVENUE RIGHT-OF-WAY, ACCORDING TO THE PLAT OF BORAH THIRD ADDITION, RECORDED IN BOOK D, PAGE 52 IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS THAT PORTION OF THE ANNIE AVENUE RIGHT-OF-WAY ADJOINING THE NORTH LINE OF LOT 1, BLOCK 1, BOOTH ADDITION IN THE CITY OF COEUR D'ALENE LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 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.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner of record on the south side of the vacated area.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on November 6, 2018.

APPROVED by the Mayor this 6th day of November, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-18-06, ANNIE AVENUE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of Annie Avenue right-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, attached Exhibits "A & B", are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-18-06, Annie Avenue right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

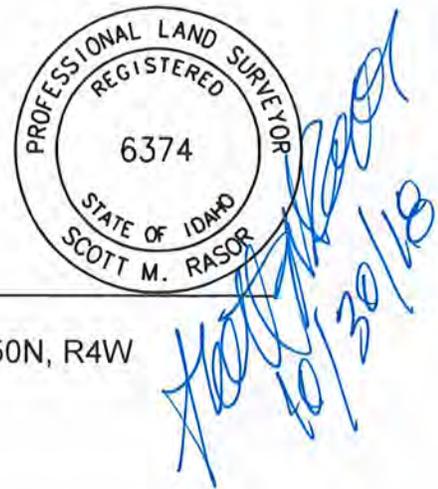
DATED this 6th day of November, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney



EXHIBIT 'A'

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way, Suite 3
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



October 29, 2018

Sec. 12, T50N, R4W

**SAM RASH
PARCEL A
LEGAL DESCRIPTION**

A parcel of land being a vacated portion of Annie Avenue right of way adjoining the North line of Lot 1, Block 1, Boothe Addition according to the official plat on file with the Kootenai County Recorder in Book B at Page 69 situated in the Southwest Quarter of the Northeast Quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 1 of said Boothe Addition which is monumented with an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 4194 from which the Southwest corner of Lot 3, Block 1, monumented with an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 4194, bears, South 00°07'57" East, a distance of 164.98 feet, as shown on Record of Survey recorded in Book 17 at Page 246;

thence along the Northerly projection of the West line of Block 1, of said Boothe Addition, North 00°07'57" West, a distance of 19.98 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374 on the Centerline of Annie Avenue;

thence along said Centerline of Annie Avenue, South 89°47'35" East, a distance of 23.33 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374 on the Southerly right of way line of Interstate Highway 90, as shown on prior Record of Survey recorded in Book 29 at Page 480 under Instrument Number 2607756000;

thence along said Southerly right of way line, along the arc of a curve right which is concave to the Southwest, having a radius of 3704.72 feet through a central angle of 00°33'50" an arc distance of 36.45 feet and having a chord bearing and distance of South 56°59'51" East, 36.45 feet to the South right of way line of said Annie Avenue witnessed by an existing iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4194, as shown on Record of Survey recorded in Book 21 at Page 169, bears, North 89°57'30" East, a distance of 1.32 feet;

thence along said South line, South 89°57'30" West, a distance of 53.86 feet to the Point of Beginning, containing 0.018 Acres of land, more or less.

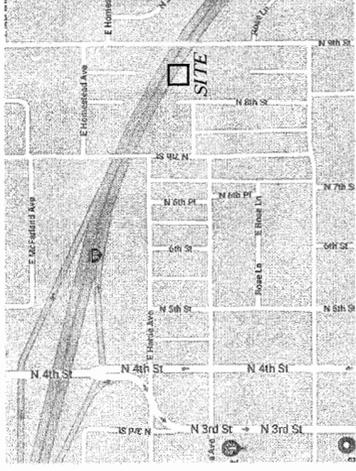
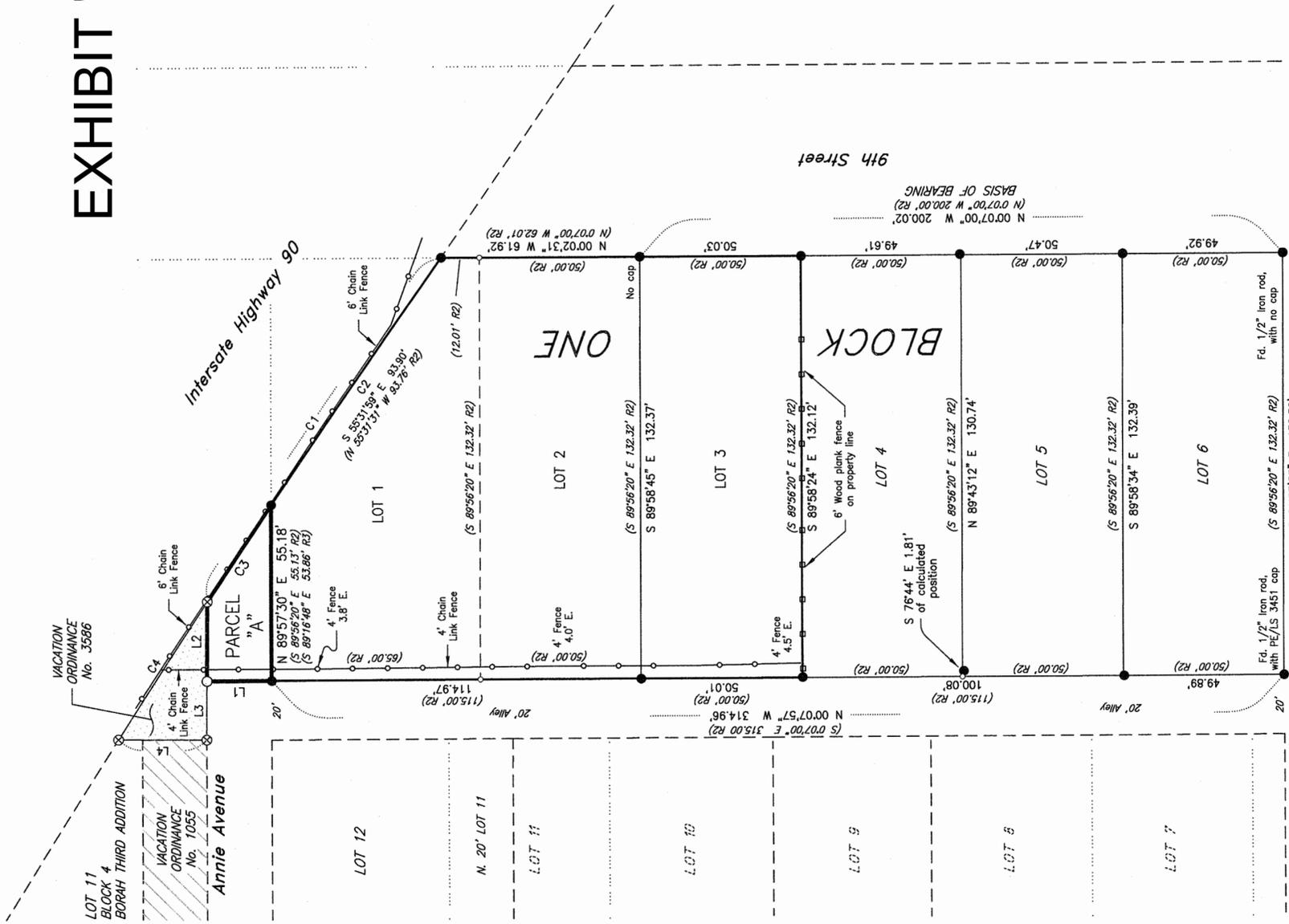
SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

RECORD OF SURVEY

LOTS 1-3, BLOCK 1, BOOTHE ADDITION AND A PORTION OF VACATED ANNIE AVENUE, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

EXHIBIT 'B'



VICINITY MAP
NOT TO SCALE

PARCEL A

VACATED ANNIE AVENUE ADJACENT TO LOT 1, BLOCK 1, BOOTHE ADDITION, CITY OF COEUR D'ALENE (802.3 SQ. FT. - 0.018 ACRE)

BASIS OF BEARING

BASIS OF BEARING ~ "N 00°07'00" W" ALONG THE WEST RIGHT OF WAY LINE OF 9th STREET, BETWEEN THE IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 4194, MONUMENTING THE SOUTHEAST CORNER OF LOT 6 AND THE 5/8 INCH IRON ROD, WITHOUT A CAP, MONUMENTING THE NORTHEAST CORNER OF LOT 3, BLOCK ONE, BOOTHE ADDITION, ACCORDING TO THE SURVEY BY JON P. MONACO, PLS 4194, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 169, RECORDS OF THE KOOTENAI COUNTY RECORDERS OFFICE.

LEGEND

- FOUND AN IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 4194, EXCEPT AS NOTED.
- ⊗ FOUND AN IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374.
- SET AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374.
- CALCULATED POINT (NOTHING FOUND OR SET)
- OTHERS AS NOTED

SURVEYS OF RECORD

- 1) O.H.TOOD PLS 23 JAN. 1905 BK. B, PG. 69 BOOTHE ADDITION
- 2) J.MONACO PLS 4194 NOV. 2001 BK. 21, PG. 169
- 3) S.RASOR PLS 6374 AUG. 2017 BK. 29, PG. 480

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR SAM RASH.

Scott M. Rasor
SCOTT M. RASOR ~ PLS 6374 DATE 9/18/18



CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE
C1	2°28'26"	3704.72'	159.96'	N 56°02'38" W	159.95'
C2	1°27'08"	3704.72'	93.90'	N 55°31'59" W	93.90'
C3	0°33'42"	3704.72'	36.31'	N 56°32'23" W	36.31'
Rec-3	0°33'42"	3704.72'	36.31'	N 56°32'23" W	36.31'
C4	0°47'49"	3704.72'	51.42'	N 57°13'06" W	51.42'
Rec-3	0°47'49"	3704.72'	51.42'	N 56°44'40" W	51.42'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°07'57" W	20.26'
L2	S 89°32'58" E	24.93'
Rec-3	S 89°04'20" E	---
L3	S 89°32'58" E	18.41'
Rec-3	S 89°04'20" E	---
L4	N 00°13'52" E	27.50'
Rec-3	N 00°40'59" E	27.50'

NOTE: THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY, ITEMS SUCH AS BUILDINGS AND FENCES WHICH ARE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SCALE: 1" = 30'	DRAWN: CVF
DATE: SEPT. 18, 2018	CHECKED: SMR
JOB NO: 17,012	DWG FILE: RAS17012R
CREW: DEG, JCY & TAB	

MECKEL ENGINEERING & SURVEYING
7600 N. GOVERNMENT HWY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 Fax: (208)664-3347

RECORD OF SURVEY
LOTS 1-3, BLOCK 1, BOOTHE ADDITION AND A PORTION OF VACATED ANNIE AVENUE,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: October 8, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-08, Vacation of a portion of Seltice Way right-of-way adjoining the northerly boundary of Government Lots 1 and 2 and the Northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, in the City of Coeur d'Alene.**

DECISION POINT

The applicant, City of Coeur d' Alene and Ignite CDA, are requesting the vacation of right-of-way along the south side of Seltice Way, East of Atlas Road.

HISTORY

The four (4) lane divided highway known as Seltice Way was originally constructed in 1926 as US Highway 10, with the portion from Coeur d'Alene to the Idaho/Washington boundary being replaced by I-90 in 1971. The right-of-way width adjoin the subject property varies in width from +/- 260'.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 2.302 acres to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owner whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate the unused portion of right-of-way along the south side of Seltice Way, East of Atlas Road. Seltice Way was recently reconstructed, widened and rebuilt. As part of this construction, a bike path was added along the south side of Seltice Way. The applicants are proposing to vacate a portion of Seltice Way, which is 2 feet south of the current trail as shown on the exhibit. The request would not have any impact on future expansion of the Seltice Way corridor since the current project is almost complete. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and to recommend to the City Council the setting of a public hearing for the item on November 6, 2018.

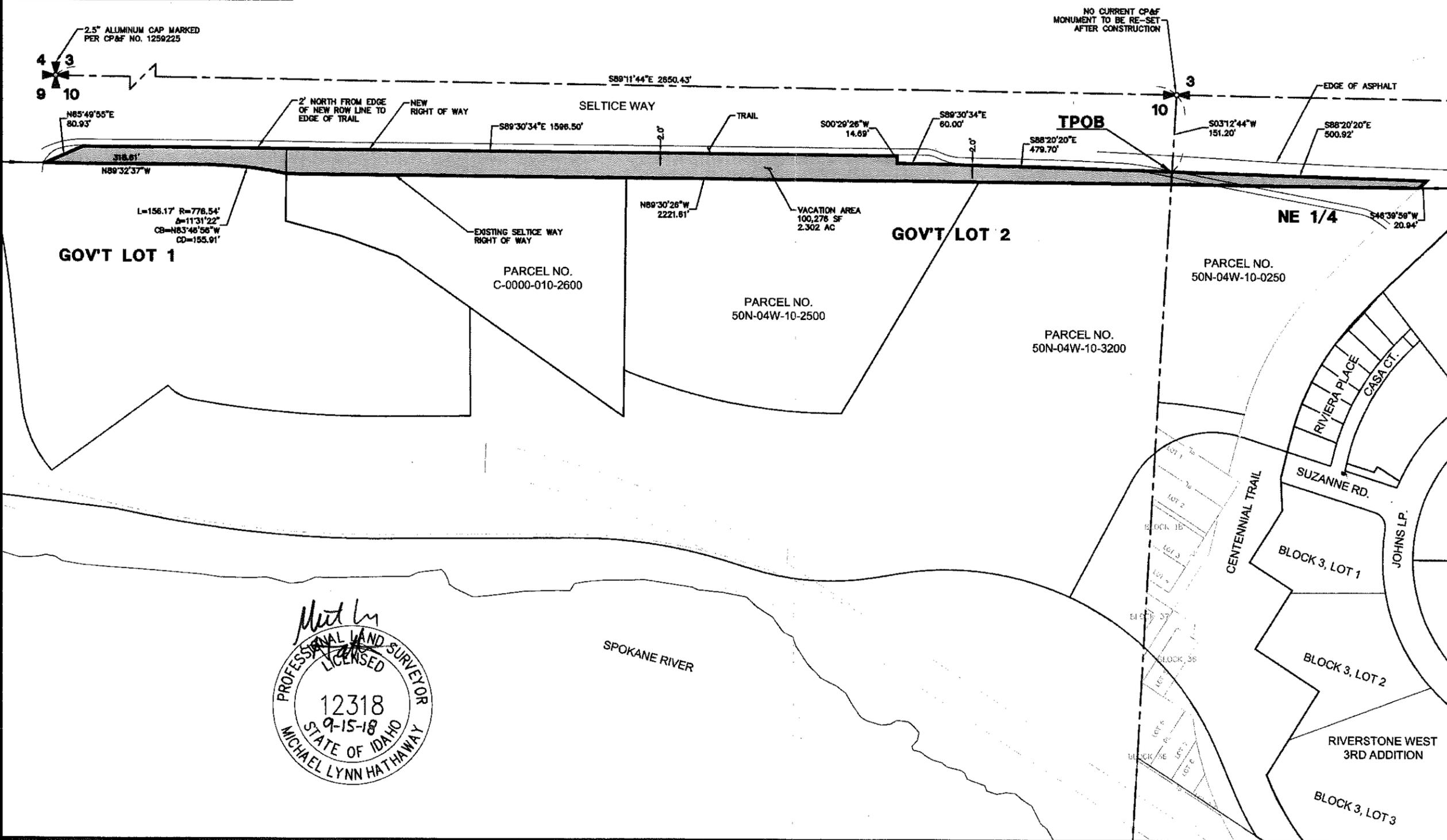
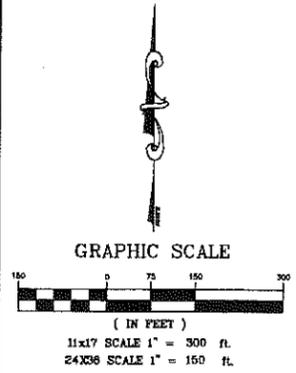
City of Coeur d'Alene, Seltice Way Right of Way Vacation

A Portion of Gov't Lots 1 and 2 and the Northeast 1/4 of Section 10 of Township 50 North,
Range 4 West, Boise Meridian, Kootenai County, Idaho

LEGEND

PROPOSED AREA OF SELTICE WAY TO BE VACATED

COPYRIGHT 2018
Welch-Comer & Associates, Inc.
This document, and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch-Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch-Comer & Associates, Inc.



WELCH-COMER
ENGINEERS & SURVEYORS

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

208-864-9382
(toll free) 877-815-5672
(fax) 208-864-5946

NO.	DATE	REVISION DESCRIPTION	BY

Met by
PROFESSIONAL LAND SURVEYOR
LICENSED
12318
9-15-18
STATE OF IDAHO
MICHAEL LYNN HATHAWAY

CITY OF COEUR D'ALENE
SELTICE WAY
RIGHT OF WAY VACATION

PROJ NO: 41292
DESIGNED BY: MLH
DRAWN BY: GJG
CHECKED BY:
DWG: 41292ROW-VACATE.DWG
DATE: SEPTEMBER, 2018
SHEET NO:

COUNCIL BILL NO. 18-1026
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF SELTICE WAY RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE NORTHERLY BOUNDARY OF GOVERNMENT LOTS 1 AND 2 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 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.

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

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

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owners to the south.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on November 6, 2018.

APPROVED by the Mayor this 6th day of November, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-18-08, SELTICE WAY RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of Seltice Way right-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, attached Exhibits "A & B", are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-18-08, Seltice Way right-of-way vacation 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 November, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

Seltice Way Right of Way Vacation

A portion of Government Lots 1 and 2 and the Northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South 89°11'44" East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along said quarter section line South 03°12'44" West a distance of 151.20 feet to the **TRUE POINT OF BEGINNING**.

Thence South 88° 20' 20" East a distance of 500.92 feet;

Thence South 46° 39' 59" West a distance of 20.94 feet the South right of way of Seltice Way;

Thence along said south right of way North 89° 30' 26" West a distance of 2221.61 feet to the beginning of a non-tangent curve to the left having a radius of 776.54 feet;

Thence westerly along said curve through an arc length 156.17 feet, a central angle of 11° 31' 22", a chord bearing of North 83° 46' 56" West and a chord distance of 155.91 feet;

Thence North 89° 32' 37" West a distance of 318.61 feet;

Thence leaving said south right of way North 65° 49' 55" East a distance of 80.93 feet;

Thence South 89° 30' 34" East a distance of 400.20 feet;

Thence South 89° 30' 34" East a distance of 1196.30 feet;

Thence South 00° 29' 26" West a distance of 14.69 feet;

Thence South 89° 30' 34" East a distance of 60.00 feet;

Thence South 88° 20' 20" East a distance of 479.70 feet to the **TRUE POINT OF BEGINNING**.

Containing 100,276 square feet or 2.302 acres more or less.



N:\Civil3D Projects\41292\Survey\DOCS\Legal Descriptions\20180905 Seltice ROW Vacation.docx

**City of Coeur d'Alene,
Seltice Way Right of Way Vacation**

A Portion of Gov't Lots 1 and 2 and the Northeast 1/4 of Section 10 of Township 50 North,
Range 4 West, Boise Meridian, Kootenai County, Idaho

EXHIBIT 'B'

LEGEND

PROPOSED AREA OF SELTICE WAY TO
BE VACATED

2.5" ALUMINUM CAP MARKED
PER CPA# NO. 1259225

4 3
9 10

NO CURRENT CPA#
MONUMENT TO BE RE-SET
AFTER CONSTRUCTION

S89°11'44"E 2650.43'

SELTICE WAY

S89°30'34"E 1596.50'

NEW
RIGHT OF WAY

2' NORTH FROM EDGE
OF NEW ROW LINE TO
EDGE OF TRAIL

N89°40'55"E
80.93'

318.91'

N89°32'37"W

L=156.17 R=776.54'
Δ=11°31'22"
CB=N83°48'56"W
CD=185.91'

GOV'T LOT 1

EXISTING SELTICE WAY
RIGHT OF WAY

PARCEL NO.
C-0000-010-2600

N89°30'26"W 2221.61'

VACATION AREA
100,276 SF
2.302 AC

GOV'T LOT 2

PARCEL NO.
50N-04W-10-2500

S89°30'34"E 60.00'

S89°29'26"W 14.69'

S89°30'34"E 60.00'

S89°20'20"E 479.70'

S89°20'20"E 500.92'

S03°12'44"W 151.20'

S88°20'20"E 500.92'

S88°39'58"W 20.94'

NE 1/4

PARCEL NO.
50N-04W-10-0250

EDGE OF ASPHALT

CASA CT.

RIVERA PLACE

SUZANNE RD.

JOHNS LN.

BLOCK 3, LOT 1

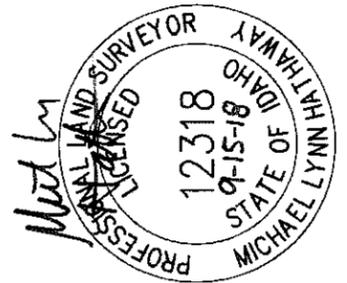
BLOCK 3, LOT 2

RIVERSTONE WEST
3RD ADDITION

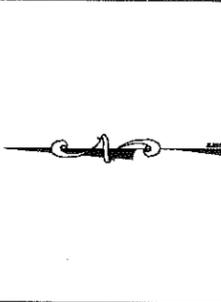
BLOCK 3, LOT 3

CENTENNIAL TRAIL

SPOKANE RIVER



Copyright 2018
Welch-Comer & Associates, Inc.
This document, and ideas and designs incorporated
herein, as an instrument of professional service, is the
property of Welch-Comer & Associates, Inc. and is
not to be used in whole or in part for any other project
without the written authorization of Welch-Comer &
Associates, Inc.



GRAPHIC SCALE
(IN FEET)
1" = 300 FT.
2" = 600 FT.

NO.	DATE	REVISION DESCRIPTION

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) 208-664-5948

CITY OF COEUR D'ALENE
SELTICE WAY
RIGHT OF WAY VACATION
PROJECT NO.: 41292
DESIGNED BY: MLH
DRAWN BY: GJG
CHECKED BY:
DWG: 41292ROW-VACATE.DWG
DATE: SEPTEMBER, 2018
SHEET NO.: