

**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.

**February 5, 2019**

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

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

**C. PLEDGE OF ALLEGIANCE**

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

**E. 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. GovQA – Public Records Request Software

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

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

**G. ANNOUNCEMENTS**

**1. City Council**

**2. Mayor**

- a. **Appointment:** Peter Luttrupp to the Planning Commission and Sarah Garcia to the Arts Commission

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

1. Approval of Council Minutes for the January 15, 2018 and January 17, 2019 Council Meetings.
2. Approval of Minutes for the January 22, 2019 Public Works Committee Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, February 11, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting a Public Hearing for March 5, 2019:
  - a. (Quasi-judicial) Appeal - LDPUD-1-18 and SP-11-18: Applicant: Rivers Edge Apartments, LLC Location: 3528 W. Seltice Way Request: A proposed Limited Design PUD “Rivers Edge and a proposed R-34 Density Request Special Use Permit on 25.92 acres.
  - b. (Legislative) ZC-4-18: Applicant: Rivers Edge Apartments, LLC; Location: 3528 W. Seltice Way Request: A proposed zone change from R-12 to C-17
6. Approval of a Cemetery Lot repurchase from Paula Ann Halstead; Niche F 20, Forest Cemetery

**As Recommend by the City Clerk**

7. **Resolution No. 19-003** –
  - a. Approval of a Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue
  - b. Approval of an Agreement for Professional Engineering Services Agreement with J-U-B Engineers, Inc. for the 2019 Wastewater Collection System Capital Improvement Projects (CIP) in the amount of \$249,000.

**As Recommend by the Public Works Committee**

**I. OTHER BUSINESS:**

1. Approval of Amended Plat to the Park Drive Addition, Lot 9 Building Envelope Modification and Reduced Front Yard Setback

**Staff Report by: Hilary Anderson, Community Planning Director**

\*\*\* ACTION ITEMS CONTINUED

2. Request for TDS Metrocom to build a fiber optic cable network.

**Staff Report by: Mike Gridley, City Attorney**  
**Presenter: Joshua Worrell, Manager of TDS, Inc.**

3. A-4-18: Annexation of a 4.99 acre parcel, located on the east side of Ramsey Road and South of Prairie Avenue, from AG-Suburban to R-1.

**Pursuant to Council Action on December 18, 2018**

- a. **Resolution No. 19-004** – Annexation Agreement with Ramsey Road Baptist Church, Inc. for annexation of 4.99 acre parcel, located on the east side of Ramsey Road and South of Prairie Avenue, from AG-Suburban to R-1.
- b. **Council Bill No. 19-1001** – Ordinance approving the Annexation of 4.99 acre parcel, located on the east side of Ramsey Road and South of Prairie Avenue, from AG-Suburban to R-1.

**J. PUBLIC HEARINGS:**

1. (Legislative) Public comments for the CDBG Annual Action Plan for PY2019

**Staff Report by: Michelle Cushing, CDBG Specialist**

2. (Legislative) A-2-18: A proposed annexation of 2.50 acre annexation from Agricultural Suburban to R-1 zoning district, located at 3655 E. Fernan Hill Rd and 4151 E. Fernan Hill Rd, fronting the north side of N. Fernan Hill Rd, being tax parcel #4952 Applicant: Dave and Yvonne Palmer
3. (Legislative) A public hearing to consider any and all public comments on the following proposed fees: The Administration Department is proposing to amend several parking fees throughout the City; the Finance Department is proposing to increase various street lighting fees; the Library seeks to clarify that overdue fees will not be charged to minors; the Police Department is proposing to increase fees related to security and traffic control, animal control fees, licenses, and animal impound fees; and the Water Department is proposing to increase water rates and capitalization fees.

**Staff Report by: Renata McLeod, Municipal Services Director**  
**Presentation: Angie Sanchez Virnoche, Vice President/Principal FCS Group**

- a. **Resolution No. 19-005**- Resolution approving fees for the Administration Department, Finance Department, the Library, Police Department, and the Water Department.

**K. ADJOURNMENT**



# Coeur d'Alene

## CITY COUNCIL MEETING

*February 5, 2019*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# PRESENTATIONS



# Public Records Request

GOV QA System is Live!



# www.cdaid.org

The screenshot shows the top navigation bar of the website with the following tabs: Home, I want to..., Residents, Business, Visitors, and Government. The 'I want to...' tab is active, displaying a dropdown menu with three columns of options:

- Apply for**
  - Building Permit
  - Business
  - License
  - Employment
- File a form**
  - Parking Ticket Appeal
  - Claim for Damage or Injury
  - Public Record Request (highlighted with a blue arrow)
  - Ask a Question
  - Volunteer
  - Recycle
- Report**
  - Code Violation
  - Streetlight Outage
  - ...er Problem
  - Snow Removal Issues
  - Street Maintenance
  - Problems

Below the menu, there is a news snippet titled "Atlas Waterfront / Riverstone Traffic Study is Complete" with a sub-headline "Please CLICK HERE to view the Atlas Waterfront / R ...".



The screenshot displays the "Public Records Center" page for the City of Coeur d'Alene, Idaho. The page features a header with the city name and a background image of a waterfront. Below the header is a "Menu" section with the following items:

- Home
- Submit a Request
- Frequently Asked Questions
- Trending Topics
- Public Records Archive
- My Request Center

Below the menu is an "FAQs" section with the following questions:

- How do I file or obtain a police report?
- Are there fees for public records?
- What kind of response can I expect to my request?
- How do I view meeting minutes and agendas?
- What are Public Records?

The main content area contains four large buttons with icons:

- Submit a Records Request
- My Request Center
- Public Records Archive
- Trending Topics

Below these buttons is a welcome message: "Welcome to the City's public records request home page. If you are seeking City of Coeur d'Alene records pursuant to the Freedom of Information Act (FOIA) or just simply need a copy of a record, you have come to the correct page. The City recently converted to this software and believes it will provide efficiencies for the end user and staff. As a records requester you will get prompt email responses and be able to log into your account to view the status of your request at your leisure. Please feel free to send me an email if you have any trouble navigating this page. Renata McLeod, City Clerk renata@cdaid.org."



# Trending Topics

Trending Topics

Find

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**Atlas Waterfront Project**

View information regarding the Atlas Waterfront Project including impact studies, project news log and FAQs.

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**Health Corridor URA Eligibility Report**

View the Coeur d'Alene Health Corridor Urban Renewal Eligibility Report.

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**Public Art Tour**

Explore Coeur d'Alene's Public Art.



# Create a system Log in

City of Coeur d'Alene Idaho

## Public Records Center

**Menu**

- Home
- Submit a Request
- Frequently Asked Questions
- Trending Topics
- Public Records Archive
- My Request Center

**FAQs**

- How do I file or obtain a police report?
- Are there fees for public records?
- What kind of response can I expect to my request?

Login

*If you have used this service previously, please log in. If this is your first online request, please create an account and provide as much contact information as possible. By creating an account, you will have the ability to track and monitor your public records requests. All communication from the agency will be sent directly to your email account.*

Login and Submit

Email Address:\*

Password:\*

[If you don't know or have forgotten your password, click here.](#)

Create an Account

New User? Click below to create a new account.





# DEFLECTION

Logged in as: cjohnson@govqa.com

Public Records Request Details

Public records are documents or pieces of information that are not considered confidential and generally pertain to the conduct of government.

**NOTE:** Records released pursuant to this request are not warranted as to completeness or accuracy. The information provided represents the disclosable information pursuant to Idaho Code Title 74, Chapter 1. Additional records from other sources may present a more accurate representation of a given situation.

Describe the Record(s) Requested: waterfront project meeting minutes and agenda

**City Council meeting minutes and agendas can be viewed [here](#).**

Please be specific with your request to narrow our search and respond to you quickly and efficiently.

Date Range:

Please provide an exact date or a start date and end date.

Preferred Method to Receive Records:  Electronic via Records Center

Related Information

**Frequently Asked Questions**

How do I view meeting minutes and agendas?

**Trending Topics**

Atlas Waterfront Project

See All FAQs

Coeur d'Alene IDAHO

## R000001-011819 - Public Records Request

Details Fees & Time Activities (0/0) Attachments (5) Letters (0) Customer Followers (0) History

Save New Message Add Forward Print Print Attachments Find Similar Requests Tools

**Public Records Request Details**

Describe the Record(s) Requested: I would like all written records detailing the awesomeness of the Network Systems Administrator, Sometimes known as "The Captain".

Date Range: 2002 - present *Please provide an exact date or a start date and end date.*

Preferred Method to Receive Records: Electronic via Records Center

I Agree: Yes

**Clarifications**

**Activity Routing**

**Legal Review**

Legal Review Required: -- Please Choose -- *If this field is marked Yes, it must be routed to the Law Department for review prior to the release of any documents.*

Attorney Name:

Date Legal Review Completed:

Legal Review is Completed:

**Exemption Reasons**

**Extension**

**Public Records Archive Summary**

**Reference No**  
R000001-011819

**Create Date**  
1/18/2019 7:47 AM

**Update Date**  
1/29/2019 9:57 AM

**Required Completion Date**

**Current SLA Start Date**  
1/22/2019 8:00 AM

**Days Open**  
0 Days

**Days Remaining**  
2 Days

**Close Date**  
1/18/2019 9:09 AM

**Completed/Closed**  
 Yes

**Status**  
Full Release

**Priority**  
Low

**Assigned Dept**  
Site Administrator

**Assigned Staff**  
Chelsea Johnson

# Customer Inbox

user:



Dear Kirkus Arlieous Maximus:

Thank you for your interest in public records of City of Coeur d'Alene. Your request has been received and is being processed in accordance with the Idaho Code Title 74, Chapter 1, Public Records Act. Your request was received in this office on 1/18/2019 and given the reference number R000001-011819 for tracking purposes.

**Records Requested:** I would like all written records detailing the awesomeness of the Network Systems Administrator. Sometimes known as "The Captain".

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question. PLEASE NOTE: Idaho Code Title 74, Chapter 1, Public Records Act does not require a governmental body to create new information, to do legal research, or to answer questions.

Additionally, copies in excess of 100 pages will be charged at a rate of \$.10 per page. Staff time beyond 2 hours will be charged at the staff rate per hour, payable before completion of request. Notification will be provided if costs will be incurred.

The City will make a determination regarding your request within **three working days** pursuant to Idaho Code 74-103. You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the City of Coeur d'Alene Public Records Center.

City of Coeur d'Alene

To monitor the progress or update this request please log into the City of Coeur d'Alene Public Records Center



# Customer Inbox

> On 1/22/2019 3:31:59 PM, Alison Palmer wrote to [REDACTED]

RE: PUBLIC RECORDS REQUEST of January 22, 2019, Reference # R000002-012219.

Dear [REDACTED]:

The City of Coeur d'Alene received a public information request from you on January 22, 2019.

Your request mentioned:

"Work Order for water service be [REDACTED] Thank you."

The City of Coeur d'Alene has reviewed its files and has located responsive records to your request. Please log in to the City of Coeur d'Alene Public Records Center at the following link to retrieve the appropriate responsive documents.

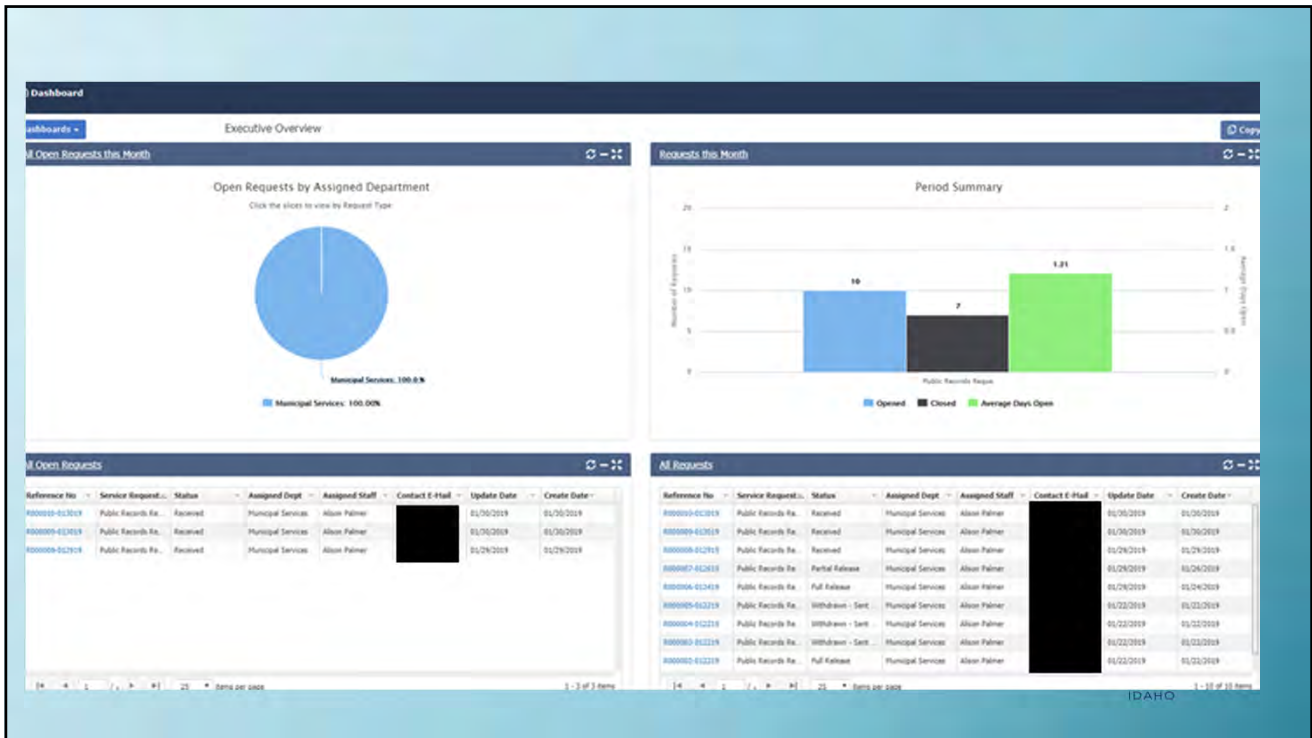
[Public Records Request - R000002-012219]

Thank you for your patience in awaiting this information.

Sincerely,

City of Coeur d'Alene





**Thank you!**

Please do not hesitate to contact the City Clerk for any system questions.

208-769-2231

renata@cdaid.org



# ANNOUNCEMENTS

# Memo to Council

DATE: January 25, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the February 5<sup>th</sup> Council Meeting:

PETER LUTTROPP

PLANNING COMMISSION

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Hilary Anderson, Community Development Director

# Memo to Council

DATE: January 29, 2019

RE: Appointments to Boards/Commissions/Committees

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

SARAH GARCIA

ARTS COMMISSION  
(representing ignite cda)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Tony Berns

# CONSENT CALENDAR

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

JANUARY 15, 2019

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

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor David Bond with the Compel Community Church provided the invocation.

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

**ANNOUNCEMENTS:**

Councilmember Miller noted that she attended the NIBCA meeting today and heard that they are planning an event with the Department of Labor in April. This event is intended to address the lack of upcoming workforce in the trades through collaborative solutions. Additionally, she noted that the City Administrator would be providing updates regarding the Atlas project and the closure of Lake District in the near future.

The Mayor requested the appointment of Colleen Krajack to the Personnel Appeals Board.

**MOTION:** Motion by Edinger, seconded by McEvers, to appoint Colleen Krajack to the Personnel Appeals Board. **Motion carried.**

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

1. Approval of Council Minutes for the January 2, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. **Resolution No. 19-002 - 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: DECLARING TWO POLICE DEPARTMENT VEHICLES TO BE SURPLUS AND AUTHORIZING THEIR DISPOSITION; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES FOR DESIGN, CONSTRUCTION AND ENGINEERING SERVICES FOR A NEW 12" WATER TRANSMISSION MAIN ON HEDBERG DRIVE AND BOYD AVENUE; APPROVING A STATE/LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE SHERMAN AVENUE & LAKESIDE AVENUE TRAFFIC SIGNAL DESIGN; AND APPROVING A COOPERATIVE AGREEMENT AND A MEMORANDUM OF UNDERSTANDING WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR US-95 IMPROVEMENTS ASSOCIATED WITH THE FASTLANE GRANT.

**DISCUSSION:** Councilmember Gookin noted Item C, the State and Local Agreement with ITD for the signal at Sherman and Lakeside Avenues, is something that has been on KMPO's long-range plans for some time. The Council previously approved the submittal of the grant that was recently awarded. The signal will be coming with updated abilities for coordinating the signal in 2021. He thanked the City Engineer for his efforts in getting the City the grant.

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

#### **APPROVAL OF FUNDING FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING EQUIPMENT FOR NEW PARKING GARAGE.**

**STAFF REPORT:** City Engineer Chris Bosley explained that the parking garage design and construction included conduit and placement locations identified for installation of electric vehicle chargers, but this equipment was not included in the construction contract. City staff met with Avista, and subsequently Colvico, for options to provide electric vehicle chargers in two of the three available parking spots that have been reserved for this use. From these discussions and an on-site meeting, this affordable solution was brought forward. Staff requests authority for a \$5,662 expenditure to fulfill this need.

**DISCUSSION:** Councilmember McEvers asked why there was no pay back for the use of the electricity. Mr. Bosley explained that the electricity was such a low cost there is no fee for it; however, there will still be a parking fee charged for those stalls. Councilmember McEvers noted that the option for charging stations was in the design plans, and asked why they were not funded within the project budget. Mr. Bosley noted that it was a cost savings measure at the time; however, it now allows flexibility for the City to install the product that works best. The cost to fund this equipment would come from the Parking Fund. He also noted that there are 84 electric vehicles registered in Kootenai County, and in 2017 there were 1064 electric vehicles on Idaho roads. Washington State has 35,000 registered electric vehicles, so this option could be attractive to tourist traffic. Councilmember English commented that he has an employee with an electric car who said that it is less than a dollar a day to charge his car. Due to it being so inexpensive and the availability of funds in the Parking Fund, he questioned why the City would not install all three charging stations. Mr. Bosley noted that they choose two, considering the

expense and that it was a happy medium to start with, but they could go with all three. Councilmember Gookin asked if the spaces would be restricted to electric vehicles only. Mr. Bosley confirmed they will be signed “electric vehicles only” and striped with green paint, but no added enforcement is being requested. Councilmember Gookin asked if other devices could be plugged into the unit. Mr. Bosley explained that the charging stations are specific to vehicle plug in units. City Administrator Troy Tymesen explained that this is being brought forward for Council consideration because it was not included in this year’s Parking Fund budget request. He noted that the fund is in good shape, and that budgeted expenses will continue to be paid out, such as parks getting a percentage of the revenue, maintenance items, and the contract for on-street enforcement. Mayor Widmyer noted that this is a service amenity to the garage, and the City gets lot of tourists from out of the area that would potentially use this amenity. Councilmember English expressed a desire to plan for future needs, and would like to see all three spaces have the equipment purchased and installed.

**MOTION:** Motion by English, seconded by Miller to approve funding for the installation of three electric vehicle-charging pieces of equipment for the new Parking Garage, at a cost not to exceed \$8,500.00. **Motion carried.**

**(LEGISLATIVE PUBLIC HEARING) V-18-09, VACATION OF A PEDESTRIAN ACCESS, THE 10’ STRIP OF LAND KNOWN AS LOT A, BLOCK 2 OF BENTWOOD PARK THIRD ADDITION IN THE CITY OF COEUR D’ALENE**

**STAFF REPORT:** Engineering Project Manager Dennis Grant explained that the applicant, Charles R. Harzke, is requesting the vacation of the pedestrian access that adjoins the east boundary of the property located at 1942 E. Preakness Avenue. The pedestrian access was originally dedicated to the City of Coeur d’Alene in the Bentwood Park Third Addition plat in 1982. The two property owners to the east of the proposed area to be vacated have relinquished their interest to their half of the area. The subdivision was to install the sidewalk and the developer chose not to install the access. There is no homeowners association in this subdivision. It is unimproved and not needed by the City as there is no foreseeable use for this 1,615 square feet of pedestrian access. Therefore, the vacation of this access adjoining this lot would not impact the City and would be a benefit to the property owner. Mr. Grant noted that he sent out 33 notices and received six responses with four in support, and two neutral.

**DISCUSSION:** Councilmember McEvers said that in 1982 they were thinking of pedestrians, so why did they not install the access, and could they get away with not installing it now. Mr. Grant said he was unsure, as there is no homeowners association to maintain it, and no specific person to ask questions. He commented that, today, the City requires the developer to install all the subdivision improvements.

**PUBLIC TESTIMONY:** The mayor opened the meeting for public comment and hearing none, public comment was closed.

**COUNCIL BILL NO. 19-1000**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PEDESTRIAN ACCESS, RECORDED IN BOOK I, PAGES 413, 413A, 413B, AND 413C, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A TEN FOOT (10') WIDE STRIP LYING EAST OF AND ADJOINING LOT 9, BLOCK 2, BENTWOOD PARK THIRD ADDITION IN THE CITY OF COEUR D'ALENE LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**MOTION:** Motion by Evans, seconded by English, to dispense with the rule and read **Council Bill No. 19-1000** once by title only.

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

**MOTION:** Motion by Evans, seconded by English, to adopt **Council Bill 19-1000**.

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

**RECESS: Motion** by McEvers, seconded by Miller to recess to January 17, 2019 at noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding water rates.  
**Motion carried.**

The meeting adjourned at 6:29 p.m.

ATTEST:

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

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

MINUTES OF A CONTINUED MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD IN THE COMMUNITY ROOM, COEUR D'ALENE PUBLIC LIBRARY

January 17, 2019

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Library Community Room January 17, 2019 at 12:00 Noon, there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Kiki Miller ) Member of Council Absent

**MEMBERS OF EXECUTIVE TEAM PRESENT:** Troy Tymesen, City Administrator; Vonnie Jensen, Comptroller; Mike Gridley, City Attorney; Terry Pickel, Water Superintendent; Kyle Marine, Assistant Water Superintendent, Rob Stark, Utility Supervisor, and Mike Anderson, Wastewater Superintendent.

**GUEST PRESENT:** Angie Sanchez Virnoche, Vice President/Principal FCS Group and Sergey Tarasov, FCS Group Project Manager.

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

**WATER RATE STUDY REPORT** – Water Superintendent Terry Pickel noted that on January 15, staff presented these proposed fees to the North Idaho Building Contractors Association (NIBCA), who was supportive of the recommendations within the report. He noted that there is a modest rate increase proposed that would be further explained by the consultant. Mr. Pickel introduced Angie Sanchez Virnoche with the FCS Group who noted that the previous city water rate study was conducted in 2012 with the Water Comprehensive Plan Update, which recommended a phased approach to fee increase over five years. The phased approach left the recommended funding levels slightly short of anticipated project funding goals. She noted that there is some new case law regarding rate setting that they followed to ensure that the rates proposed are legally defensible. Also with FCS, Sergey Tarasov noted that they analyzed the asset value of the public water system and determined a net replacement value of \$191,902,015. He explained that they looked at long-term needs and focused on remaining sustainable over many years. Some of the key assumptions used included a 20-year projection, customer statistics, an escalation factor of 1.5% (based on infrastructure growth), a review of fiscal policies, operating expenses, emergency capital reserves, and system reinvestments. He noted that they did not see a need for any new debt service over the next five years, even with the

planned \$22,771,180 expenditure for capital improvements between the years 2019-2023. He reviewed the revenue requirements to cover the forecasted expenses beyond the next five years, which demonstrated the need for an average rate increase of 3.5%. The average residential customer will only experience an approximate \$.69 increase. Mr. Tarasov explained that the current rate structure includes three rate classes: residential, non-residential, and irrigation. The proposed structure includes the following classes: residential, non-residential low (less than 50 Kgal/month with a minimum of 6 months occupancy), Non-residential high (more than 50 Kgal/month with a minimum of 6 months occupancy), and irrigation. He reviewed the current rate schedule versus the proposed rate structure and explained the variable rates. He noted that some customers might have a less than a 3.5% increase dependent upon their use. Mr. Pickel noted that he reviewed rates around the region and the City of Coeur d'Alene's is less than half compared to those across the state. Ms. Sanchez Virnoche reviewed the cap fee structure and noted that the method established in the 2015 Supreme Court ruling is the conservative approach used to set the maximum allowable rate. Under the court approved methodology, the formula is to use the gross present day value of replacing the system, deducting any bond principal and unfunded depreciation (accumulated depreciation was used), which equals a net system replacement value for the current year divided by the number of used and available EDU's to equal the total allowable capitalization fee per equivalent unit. She noted that future capital could not be included in this formula. Following the formula the city's net system present day replacement value is \$191,802,015, setting a total capitalizing fee per EDU maximum of \$6,179.00. However, after thorough review of capital project needs, the proposed cap fee is \$2,918, and a 3.5% increase for residential rates. Ms. Sanchez Virnoche reviewed the recommendations to include the an annual 3.5% rate increase, expansion of the existing classes to include low and high non-residential users and an third tier to residential and irrigation classes. They are recommending new rates affective April 1 and every January 1 thereafter.

**DISCUSSION:** Councilmember Gookin asked for clarification regarding the 1.5% growth rate used, as he understands the growth to be 2%-3%. Mr. Pickel explained that the 1.5% refers to the system growth not population growth. Discussion ensued regarding what was included in the 3.5% rate increase. Mr. Pickel noted that the increase includes the cap fee and user rate increase. Councilmember English asked for clarification regarding what is included in irrigation. Mr. Pickel explained that irrigation is anything other than domestic and non-residential use, usually sprinkler systems for green space and excess use during the summer that equals about 70% of the usage. Mayor Widmyer asked for clarification regarding the seasonal use and if the rates were going to be based on average use. Mr. Tarasov noted that it would have to be consistent use to hit the higher rate category. Mr. Pickel noted that they are looking at the non-residential to see how many are in the over 50K usage category, and that they are working on the policy regarding consistent use. Mayor Widmyer felt it would be important to give the businesses notice of what they are going to pay. Mr. Tarasov noted that they could charge based on historical use to determine class of service. Ms. Sanchez Virnoche clarified that when one gets their monthly bill, they will be charged according to use. Mr. Tymesen confirmed that bills would be based on that monthly use and often businesses use a lot of summer irrigation and would be charged accordingly. Ms. Sanchez Virnoche noted that the group of non-residential over 50K users is estimated to be about 10% of the business customers, equaling about 304 customers. Councilmember Evans asked that those businesses be given individual notice. Mayor Widmyer noted that the message to all customers is to look at your water usage and hopefully use less.

Discussion ensued regarding the prohibiting costs of installing an irrigation line meter separate from the water line meter.

Mayor Widmyer asked for clarification regarding the 1% capital reserve estimate and where it is captured in the funding presented. Ms. Sanchez Virnoche noted that capital reserves should be based on replacement costs, which is approximately \$1.11 Million. Mr. Pickel noted that the approximately \$2.7 Million in cash covers the capital reserve and approximately three months of operating expenses. Mr. Pickel confirmed that the first increase would be from April 1 to January, then each year on January 1 thereafter. Councilmember Gookin noted that it would be a good time to encourage the Parks Department to work toward using greywater for summer irrigation. Mr. Pickel noted that it is expensive to install the piping for grey water; however, it would be great to find grants for that, and that they continue to work toward solutions.

**MOTION:** Motion by Evans, seconded by English set a public hearing for February 5, 2019, for approval of a user rate and cap fee increase as recommended by FCS Group. **Motion Carried.**

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

The meeting adjourned at 1:25 p.m.

ATTEST:

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

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

**PUBLIC WORKS COMMITTEE  
MINUTES  
January 22, 2019  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English  
Councilmember Kiki Miller

**CITIZENS PRESENT**

Roger & Joanne Wing  
Jason Wing  
Tim Wilson

**STAFF PRESENT**

Juanita Knight, Senior Legal Assistant  
Chris Bosley, City Engineer  
Mike Gridley, City Attorney  
Mike Becker, WW Project Mgr  
Jake Plagerman, Planning Technician  
Mike Anderson, Wastewater Director  
Nick Goodwin, Urban Forester

**Item 1            Approval of Cooperative Agreement with the Idaho Transportation Department  
For US-95 Improvements near Lacrosse Avenue.**

**Consent Calendar**

Chris Bosley, City Engineer, presented a request for Council approval of a Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue.

Mr. Bosley explained in his staff report that as a part of the US-95 reconstruction project near Lacrosse Avenue, ITD will be reconstructing sidewalk and landscaping. The Cooperative Agreement gives permission to ITD to perform the work on City property. There is no financial requirement by the City for this agreement. Approval of this agreement will allow for ITD to advertise for bids and enter the construction phase of this project, which is expected to occur in 2020.

Councilmember McEvers asked Mr. Bosley if he is comfortable with the design. Mr. Bosley said he is. However, the new design does have some repercussions for CityLink because they will not be able to continue south on Lincoln Way as before. Mr. Bosley said they have worked with CityLink and they have a new route. They will be joining CityLink for a test ride of the new route in the near future. Mr. Bosley also mentioned that this new design will limit traffic, therefore, giving the Lincoln Way neighborhood, south of Walnut, their neighborhood back.

**MOTION: Motion by Miller, seconded by English, that Council approve the Cooperative Agreement with ITD for US-95 Improvements near Lacrosse Avenue. Motion carried.**

**Item 2            Approval of Park Drive Addition, Lot 9 Building Envelope Modifications and  
Reduced Front Yard Setback.**

**Agenda**

Chris Bosley, City Engineer, presented a request for Council approval for a modification to the Park Drive Addition, Lot 9 building envelope and front yard setback to 20 feet to be consistent with other lots in the subdivision due to extenuating circumstances related to the health and removal of an oak tree on private property.

Mr. Bosley explained in his staff report that the Park Drive Addition subdivision was platted by ignite cda in December 2017 and the ten lots were put up for sale in early 2018. After the subdivision was platted, it was recognized by Welch-Comer Engineers and City staff that some clarifying exhibits would be helpful for buyers and for staff in processing building permits to more clearly note development and access restrictions and setbacks on the ten lots. These exhibits were recorded in January 2018. It should be noted that the plat and building envelopes were intentionally designed to protect trees on private property on three of the ten lots in the Park Drive Addition and front yard setbacks were more restrictive than a typical R-8 lot for the subdivision to be more compatible with the surrounding Fort Grounds neighborhood. On September 28, 2018, Roger and Joanne Wing, prior to signing a real estate sales agreement with ignite cda for the purchase of Lot 9 of the Park Drive Addition had their attorney, Jason Wing of Lake City Law, review the sales contract. Their attorney contacted Katie Kosanke (Urban Forester at the time) to learn how to protect the oak tree during construction and received clarification from the Planning Department on the building envelope. After purchasing the lot and before moving forward with their architect, the owners were reportedly concerned with the health of the oak tree on the lot due to a visible black stain/scorch mark on the bark and a deep crack running vertically on the tree trunk. The owners contacted an arborist from the City's Licensed Tree Services list (Ken Roberge of Specialty Tree Services, Inc. ISA Certified Arborist, #RM-0194) for a professional diagnosis. Mr. Roberge determined that the tree had been hit by lightning in the past and concluded that it presented a safety hazard (see attached letter and attachments from the owners). The owners had the tree removed on October 15, 2018. While the building envelopes in Park Drive Addition were created and recorded to the ten lots, the act of establishing building envelopes did not add a layer of protection to the tree and it was still considered a private tree. In consultation with legal and the Parks and Recreation Director, it was determined that there could be no penalty for removal of the tree but that a good faith donation to the Urban Forestry fund for a replacement tree would help mitigate the impact and would be acceptable to all parties.

Councilmember McEvers commented that he supports a modification to the Park Drive setback. However, he disagrees that the Wing's should have to put up \$500 to put another tree in another location.

**MOTION: Motion by Miller, seconded by English, that Council approve a modification to the Park Drive Addition, Lot 9 building envelope and reduced front yard setback of 20 feet to be consistent to other lots in the subdivision. Motion carried.**

**Item 3 Approval of Agreement for Professional Engineering Services with J-U-B Engineers, Inc. for the 2019 Wastewater Collection System Capital Improvement Project (CIP). Consent Calendar**

Mike Becker, Wastewater Project Manager, presented a request for Council approval of an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2019 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$249,000.00.

Mr. Becker explained in his staff report that each year, the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is nearly 1800 LF of 24" interceptor pipe requiring CIPP lining. Recently added to this year's R&R projects is the immediate retrofit of the Fernan Pump Station. In following Idaho Statute Title 67, last fall, the WW Utility solicited local firms for Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ultimately vetted.

The following table summarizes this year's CIP Task cost breakdown:



2019 Wastewater Collection System CIP Tasks:

Task 000 – Project Administration/Meetings:	\$ 11,800.00
Task 100 – Trenchless Rehabilitation Projects (CIPP):	\$ 54,400.00
Task 200 – Open Trench Replacement Projects:	\$ 21,200.00
Task 400 – Capital Improvement Project (Fernan PS):	\$ 101,600.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
Task 800 – M-Interceptor Point Repair:	\$ 10,000.00
<b>Total:</b>	<b>\$ 249,000.00</b>

During FY 2019, the WW Utility budgeted \$750,000.00 for completing the aforementioned CIP tasks. Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget and to the WW Utility’s satisfaction.

Councilmember English asked Mr. Becker if there is sufficient funds in the budget for this project. Mr. Becker said yes and also noted that this project will take them into the next fiscal year. He expects the contract with J-U-B will be very little next year, as these projects extend into next year. They anticipate a long lead time with some of the lift station parts.

Councilmember Miller said she appreciated the PowerPoint presentation with pictures and a drawing as they help the Council understand the physical condition of the pipes. She requested that future PowerPoint presentation be included in the Public Works packets as well as the City Council packet.

Councilmember McEvers asked if the \$259,000 is just for the engineering? Mr. Becker said they budgeted \$750,000 for this fiscal year. However, as he stated, this project will extend into next fiscal year. Mr. Becker went on to clarify the breakdown costs of the \$249,000.

**MOTION: Motion by English, seconded by Miller, that Council approve the Professional Engineering Services Agreement with J-U-B Engineers, Inc. for professional services for tasks associated with the 2019 Wastewater Collection System Capital Improvements Project in the amount of \$249,000. Motion carried.**

The meeting adjourned at 4:30 p.m.

Respectfully submitted,

Juanita Knight for  
Amy C. Ferguson  
Public Works Committee Liaison

DATE: JANUARY 14, 2019  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MARCH 5, 2019

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
LDPUD-1-18& SP-11-18	* <b>APPEAL</b> * Applicant: Rivers Edge Apartments, LLc Location: 3528 W. Seltice Way Request: A proposed Limited Design PUD "Rivers Edge and a proposed R-34 Density Request Special Use Permit on 25.92 acres.	Recommended Denial	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 5, 2019**

DATE: JANUARY 14, 2019  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MARCH 5, 2019

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-4-18	Applicant: Rivers Edge Apartments, LLc Location: 3528 W. Seltice Way Request: A proposed zone change from R-12 to C-17	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 5, 2019**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelly Letters / 1-11-19  
Department Name / Employee Name / Date

Request made by: Paula Ann Halstead / 208-660-3929  
Name / Phone

10694 W Snowshoe Rd Post Falls, ID 83854  
Address

The request is for: /  Repurchase of Lot(s)  
/ / Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s):  . F , 20 .

Lot(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . Block: \_\_\_\_\_ Section: \_\_\_\_\_

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

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

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

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

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

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

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

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

\_\_\_\_\_  
Supervisor's Init.      Date

**LEGAL/RECORDS** shall complete the following:

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

Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init.      Date

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

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

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

RESOLUTION NO. 19-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS OF THE CITY OF COEUR D'ALENE INCLUDING: APPROVAL OF A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR US 95 IMPROVEMENTS NEAR LACROSSE AVE; AND APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH J-U-B ENGINEERS, INC., FOR THE 2019 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS (CIP).

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

- A) Approval of a Cooperative Agreement with the Idaho Transportation Department for US 95 improvements near Lacrosse Ave;
- B) Approval of an agreement for Professional Services with J-U-B Engineers, Inc., for the 2019 Wastewater Collection System Capital Improvement Projects (CIP);

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

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

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

---

Steve Widmyer, Mayor

ATTEST

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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 \_\_\_\_\_.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 22, 2019  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Approval of a Cooperative Agreement with ITD for US-95 Improvements near Lacrosse Ave.

=====

**DECISION POINT:**

Should Council approve a Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue?

**HISTORY:**

As a part of the US-95 reconstruction project near Lacrosse Avenue, ITD will be reconstructing sidewalk and landscaping. The Cooperative Agreement gives permission to ITD to perform the work on City property.

**FINANCIAL ANALYSIS:**

There is no financial requirement by the City for this agreement.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow for ITD to advertise for bids and enter the construction phase of this project, which is expected to occur in 2020.

**DECISION POINT/RECOMMENDATION:**

Council should approve the Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue.

**COOPERATIVE AGREEMENT  
PROJECT NO. A019(452)  
IC #430 TO LACROSSE AVE, CDA  
KOOTENAI COUNTY  
KEY NO. 19452**

**PARTIES**

This Cooperative Agreement (“Temporary Agreement”) is made and entered into this 5<sup>th</sup> day of February, 2019 (“Effective Date”), by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the “**STATE**,” and the **CITY OF COEUR D’ALENE**, hereafter called the “**CITY**.”

**PURPOSE**

The **CITY** grants the **STATE** temporary access to the property as indicated in **Exhibit A** for reconstruction of US-95 and the intersection of Walnut Avenue and Lincoln Way. Reconstruction is expected to be completed on or about September 30<sup>th</sup>, 2020.

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

The Parties agree as follows:

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

1. Upon execution of this agreement by both parties, allow access to **CITY** property as indicated on **Exhibit A** for reconstruction of the US-95 and the intersection of Walnut Avenue and Lincoln Way.
2. Prior to allowing access to City property as indicated on Exhibit A, coordinate with the State, document the conditions of the City property as indicated on Exhibit A.
3. At the conclusion of the reconstruction and the State’s use of City’s property, and in coordination with State, document the post-reconstruction condition of the City’s property.

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

1. Hire a Contractor for reconstruction of US-95 and the intersection of Walnut Avenue and Lincoln Way.
2. Coordinate with adjacent landowners for access to the site and staging areas.
3. After inspection of the City’s property post reconstruction as indicated in Section I, 3., the State shall restore the site to its original condition or better at no expense to the City.
4. Not hold the **CITY** liable for improvements or personal property owned and/or stored by **STATE**, its agents or assigns, on land covered by this Temporary Agreement. **STATE** agrees to defend, save and hold harmless regardless of outcome **CITY** from any claim whatsoever arising out of use and occupancy of land covered by this Temporary



- Agreement. Satisfactory proof of insurance as required by Idaho Code Section 6-901, et seq. will be provided to **CITY** by **STATE** as of the effective date of the Agreement.
5. Not make any improvements to the Property not shown on **Exhibit A** without prior written consent of **CITY**.

**EXECUTION**

This Agreement is executed for the City and the State by its duly authorized representative. This Agreement will terminate upon completion of the State's reconstruction or, if necessary, upon State's completion of any required restoration in compliance with Section II, 3.

**STATE:**  
**IDAHO TRANSPORTATION**  
**DEPARTMENT**

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

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

Printed Name: \_\_\_\_\_

**CITY:**  
**CITY OF COEUR D'ALANE**

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

**ATTEST:**

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

# **EXHIBIT A**

Idaho Transportation Department  
U.S. 95 IC# 430 to Lacrosse Ave.  
Project No. A019(452)  
Key No. 19452  
Page 1 of 7  
2 Exhibit Maps (Pages 6 & 7)

August 20, 2018  
Parcel No. 100  
Parcel ID No. 50749  
26,484 Sq. Ft. (0.608 Acres)

## **LEGAL DESCRIPTION**

### **PARCEL 100-1**

(Idaho Transportation to the City of Coeur d'Alene)

A parcel of land located within the Southeast 1/4 of section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

**Commencing** at the South 1/4 corner of said Section 11 monumented with a 10 inch diameter concrete column and a 2-1/2 inch diameter aluminum cap marked PLS 5573 as shown on Corner Perpetuation and Filing Record instrument number 2625162000 from which the Southeast corner of said Section 11, monumented with a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap marked PLS 4565 as shown on Corner Perpetuation and Filing Record instrument number 2625163000 bears South 89°03'18" East, 2662.80 feet;

Thence North 47°13'02" East, 957.88 feet to a point of non-tangent curve to the left monumented with a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 on the westerly right of way line of U.S. Highway 95 as shown and described in Federal Aid Project F-FG-5115(4) and at station 61+76.50, 90.19 feet left of U.S. 95 Federal Aid Project A019(452) centerline and the **Point of Beginning**;

Thence along said U.S. 95 Federal Aid Project F-FG-5115(4) westerly right of way line and the arc of said curve 35.52 feet with said curve having a radius of 210.00 feet and a delta angle of 9°41'29" (chord N35°47'38"W, 35.48 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 on the northerly right of way line of Walnut Avenue at station 61+65.03, 123.40 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence departing said U.S. 95 Federal Aid Project F-FG-5115(4) westerly right of way line, South 88°45'45" East, 235.34 feet along said northerly right of way line to the intersection of said Walnut Avenue northerly right of way line and the easterly line of the platted alleyway of Block 4, College Addition as filed in Plat Book B, at Page 118, also being the southwest corner of that parcel described in warranty deed recorded as instrument number 504392, monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 63+80.07, 75.42 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Idaho Transportation Department  
U.S. 95 IC# 430 to Lacrosse Ave.  
Project No. A019(452)  
Key No. 19452  
Page 2 of 7  
2 Exhibit Maps (Pages 6 & 7)

August 20, 2018  
Parcel No. 100  
Parcel ID No. 50749  
26,484 Sq. Ft. (0.608 Acres)

Thence North  $87^{\circ}03'36''$  East, 110.15 feet along the northerly line of said parcel described in said warranty deed instrument number 504392 to the westerly right of way line of Nora Street monumented with a 6 inch diameter concrete right of way monument with the top broke off at station 64+89.98, 68.13 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South  $79^{\circ}45'57''$  East, 50.68 feet to the intersection of the easterly right of way line of said Nora Street and the northerly right of way line of said Walnut Avenue, also being the southwest corner of that parcel described in warranty deed recorded as instrument number 511676 monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 65+38.45, 53.35 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence North  $76^{\circ}45'01''$  East, 112.58 feet along the northerly line of said parcel described in said warranty deed instrument 511676 to the westerly line of the platted alleyway of Block 5 of said College Addition monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 66+72.08, 50.69 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South  $01^{\circ}04'50''$  West, 21.95 feet along said westerly alleyway right of way line to a point of non-tangent curve to the right on said westerly right of way line of said U.S. 95 Federal Aid Project A019(452) monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 66+59.51, 31.44 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence along the arc of said curve and along said westerly right of way line of said U.S. 95 Federal Aid Project A019(452), 77.96 feet with said curve having a radius of 201.59 feet and a delta angle of  $22^{\circ}09'27''$  (chord  $S72^{\circ}40'30''W$ , 77.47 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 at station 65+71.17, 30.14 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South  $86^{\circ}19'01''$  West, 114.82 feet along said U.S. 95 Federal Aid Project A019(452) right of way line to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 at station 64+56.51, 36.25 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Idaho Transportation Department  
U.S. 95 IC# 430 to Lacrosse Ave.  
Project No. A019(452)  
Key No. 19452  
Page 3 of 7  
2 Exhibit Maps (Pages 6 & 7)

August 20, 2018  
Parcel No. 100  
Parcel ID No. 50749  
26,484 Sq. Ft. (0.608 Acres)

Thence North  $88^{\circ}47'15''$  West, 295.11 along said U.S. 95 Federal Aid Project A019(452) right of way line to the **Point of Beginning**.

**Containing:** 14,069 square feet (0.323 acres) more or less.

Parcel limits extending from U.S. 95 Federal Aid Project F-FG-5115 (4) centerline station 61+63.98 to 66+42.72 and U.S. 95 Federal Aid Project A019(452) centerline stations 61+65.03 to 66+72.08

**Together With:**

**PARCEL 100-2**

A parcel of land located within the Southeast 1/4 of section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

**Commencing** at the South 1/4 corner of said Section 11 monumented with a 10 inch diameter concrete column and a 2-1/2 inch diameter aluminum cap marked PLS 5573 as shown on Corner Perpetuation and Filing Record instrument number 2625162000 from which the Southeast corner of said Section 11, monumented with a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap marked PLS 4565 as shown on Corner Perpetuation and Filing Record instrument number 2625163000 bears South  $89^{\circ}03'18''$  East, 2662.80 feet;

Thence North  $64^{\circ}17'43''$  East, 1352.45 feet to a non-tangent curve to the left monumented with a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 on the easterly right of way line of U.S. 95 as shown on in Federal Aid Project A019(452) at station 66+51.20, 62.00 feet right of said U.S. 95 centerline and the **Point of Beginning**;

Thence along the arc of said curve and said U.S. 95 Federal Aid A019(452) easterly right of way line, 247.96 feet with said curve having a radius of 318.50 feet and a delta angle of  $44^{\circ}36'25''$  (chord N $43^{\circ}17'36''$ E, 241.75 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W; PLS 11119 on the easterly right of way line at station 68+50.90, 62.00 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence along said U.S. 95 Federal Aid Project F-FG-5115 (4) easterly right of way line the following two (2) courses:

Idaho Transportation Department  
U.S. 95 IC# 430 to Lacrosse Ave.  
Project No. A019(452)  
Key No. 19452  
Page 4 of 7  
2 Exhibit Maps (Pages 6 & 7)

August 20, 2018  
Parcel No. 100  
Parcel ID No. 50749  
26,484 Sq. Ft. (0.608 Acres)

1. South  $01^{\circ}44'35''$  West, 84.34 feet to a 1/2 inch diameter rebar with a plastic cap marked Leopard and Frame with no PLS number at station 67+92.93, 98.84 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;
2. Thence South  $58^{\circ}37'34''$  East, 26.66 feet to a 1/2 inch diameter rebar with a plastic cap marked Leopard and Frame with no PLS number on the northerly right of way line of Walnut Avenue at station 67+93.73, 125.48 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence departing said Federal Aid Project F-FG-5115 (4) easterly right of way line South  $09^{\circ}38'39''$  West 50.38 feet to the southerly right of way line of said Walnut Avenue and the easterly right of way line of said U.S. 95 Federal Aid Project F-FG-5115 (4) monumented with a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Right of Way; and other unreadable markings at station 67+64.56, 148.68 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South  $44^{\circ}50'16''$  West, 35.46 feet along said easterly U.S. 95 Federal Aid Project F-FG-5115 (4) right of way line to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Right of Way; RW 30; 0+45.47 at station 67+42.08, 147.41 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence departing said U.S. 95 Federal Aid Project F-FG-5115 (4) easterly right of way line South  $60^{\circ}56'35''$  West, 69.48 feet to the westerly right of way line of Lincoln Way and a point on the easterly right of way line of said U.S. 95 Federal Aid Project F-FG-5115 (4) monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 66+97.97, 134.44 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence along said U.S. 95 Federal Aid Project F-FG-5115 (4) easterly right of way the following two (2) courses:

1. North  $32^{\circ}41'58''$  West, 42.76 feet to a 5/8 inch diameter rebar and a plastic cap marked PLS 8587 at station 66+99.15, 91.72 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;
2. Thence South  $85^{\circ}40'19''$  West, 68.90 feet to the **Point of Beginning.**

Idaho Transportation Department  
U.S. 95 IC# 430 to Lacrosse Ave.  
Project No. A019(452)  
Key No. 19452  
Page 5 of 7  
2 Exhibit Maps (Pages 6 & 7)

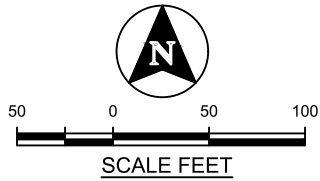
August 20, 2018  
Parcel No. 100  
Parcel ID No. 50749  
26,484 Sq. Ft. (0.608 Acres)

**Containing:** 12,415 square feet (0.285 acres) more or less.

Parcel limits extending from U.S. 95 Federal Aid Project F-FG-5115 (4) centerline station 66+66.05 to 69+19.07 and from U.S. 95 Federal Aid Project A019(452) centerline station 66+51.20 to 68+50.90.

**SEE ATTACHED EXHIBIT.**





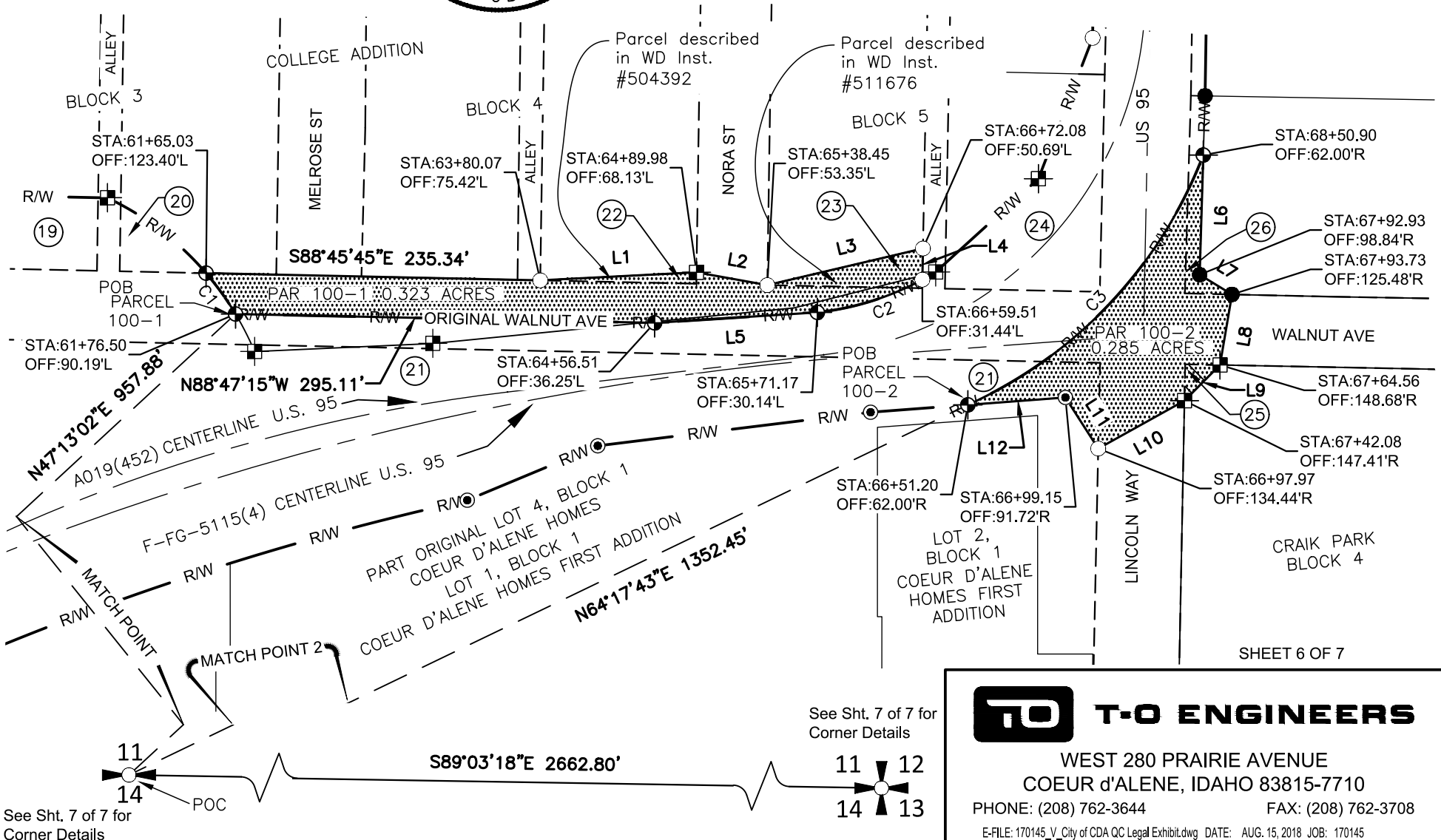
BASIS OF BEARING: NAD 83, IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE



## RIGHT OF WAY LEGAL DESCRIPTION EXHIBIT PARCEL 100 US-95

LOCATED WITHIN THE SE 1/4 OF SECTION 11,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
KOOTENAI COUNTY, IDAHO  
(Idaho Transportation to the City of Coeur d'Alene)

Parcel No. 100-1 and 100-2  
Parcel ID No. 50749



SHEET 6 OF 7



WEST 280 PRAIRIE AVENUE  
COEUR D'ALENE, IDAHO 83815-7710  
PHONE: (208) 762-3644 FAX: (208) 762-3708  
E-FILE: 170145\_V\_City of CDA QC Legal Exhibit.dwg DATE: AUG. 15, 2018 JOB: 170145



**RIGHT OF WAY LEGAL DESCRIPTION  
EXHIBIT PARCEL 100 US-95**

LOCATED WITHIN THE SE 1/4 OF SECTION 11,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
KOOTENAI COUNTY, IDAHO  
(Idaho Transportation to the City of Coeur d'Alene)

BASIS OF BEARING: NAD 83, IDAHO STATE  
PLANE COORDINATE SYSTEM, WEST ZONE

Parcel No. 100-1 and 100-2  
Parcel ID No. 50749

**PLSS CORNER INFORMATION**







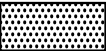

**SOUTH QUARTER CORNER SEC. 11**  
FOUND A 2-1/2" DIAM. ALUM. CAP MARKED PLS 5573  
IN A 10" DIAM CONCRETE COLUMN CP&F INST. #  
2625162000

**SOUTH EAST SECTION CORNER SEC. 11**  
FOUND A 2" DIAM. ALUM. CAP MARKED PLS 4565 ON  
A 5/8" DIAM. REBAR IN A MONUMENT WELL CP&F  
INST. #2625163000

**NOTE 1:**

PARCEL 21 AS SHOWN ON SHEET 5 IS NOT SHOWN  
IN ITS ENTIRETY. THIS PARCEL IS A PART OF A  
LARGER PARCEL ACQUISITION. SEE DEED  
INSTRUMENT NUMBER 501767 FILED IN BOOK 10 AT  
PAGE 192 FOR A FULL DESCRIPTION.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°03'36"E	110.15'
L2	S79°45'57"E	50.68'
L3	N76°45'01"E	112.58'
L4	S01°04'50"W	21.95'
L5	S86°19'01"W	114.82'
L6	S01°44'35"W	84.34'
L7	S58°37'34"E	26.66'
L8	S09°38'39"W	50.38'
L9	S44°50'16"W	35.46'
L10	S60°56'35"W	69.48'
L11	N32°41'58"W	42.76'
L12	S85°40'19"W	68.90'

LEGEND	
	SET A 5/8" X 30" LONG REBAR WITH A 3" ZINC CAP, MARKED IDAHO TRANS DEPT R/W MONUMENT; PLS 11119
	SET A 5/8" X 30" LONG REBAR WITH A PLASTIC CAP MARKED T-O ENGINEERS; PLS 11119
	FD. IRON PIPE
	FD. 1/2 INCH DIAM REBAR
	FD. 5/8 INCH DIAM REBAR
	FD. RIGHT OF WAY MONUMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
	AREA TO BE DEEDED TO THE CITY OF COEUR D'ALENE
	PARCELS ACQUIRED BY FEDERAL AID PROJECT No. F-FG-5115(4). SEE NOTE 1 THIS SHEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	35.52'	210.00'	9°41'29"	N35°47'38"W	35.48'
C2	77.96'	201.59'	22°09'27"	S72°40'30"W	77.47'
C3	247.96'	318.50'	44°36'25"	N43°17'36"E	241.75'



SHEET 7 OF 7



WEST 280 PRAIRIE AVENUE  
COEUR d'ALENE, IDAHO 83815-7710  
PHONE: (208) 762-3644 FAX: (208) 762-3708  
E-FILE:170145\_V\_City of CDA QC Legal Exhibit.dwg DATE: AUG. 15, 2018 JOB: 170145

# PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** January 22, 2019  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

=====

## DECISION POINT:

The Wastewater (WW) Utility recommends that Council approve and authorize for signature an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2019 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$249,000.00.

## HISTORY:

Each year, the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is nearly 1800 LF of 24" interceptor pipe requiring CIPP lining. Recently added to this year's R&R projects is the immediate retrofit of the Fernan Pump Station.

In following Idaho Statute Title 67, last fall, the WW Utility solicited local firms for Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ultimately vetted.

## FINANCIAL ANALYSIS:

The following table summarizes this year's CIP Task cost breakdown:

### 2019 Wastewater Collection System CIP Tasks:

Task 000 – Project Administration/Meetings:	\$ 11,800.00
Task 100 – Trenchless Rehabilitation Projects (CIPP):	\$ 54,400.00
Task 200 – Open Trench Replacement Projects:	\$ 21,200.00
Task 400 – Capital Improvement Project (Fernan PS):	\$ 101,600.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
Task 800 – M-Interceptor Point Repair:	\$ 10,000.00
<b>Total:</b>	<b>\$ 249,000.00</b>

During FY 2019, the WW Utility budgeted \$750,000.00 for completing the aforementioned CIP tasks. A copy of J-U-B's 2019 Agreement for Professional Services is accompanying this staff report.

## PERFORMANCE ANALYSIS:

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget and to the WW Utility's satisfaction.

## RECOMMENDATION:

To approve and sign the agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2019 Wastewater Collection System Capital Improvement Projects at a cost of \$249,000.00.

**AGREEMENT**

**for**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**J-U-B ENGINEERS, INC**

**for**

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2019 WASTEWATER COLLECITON SYSTEM CAPITAL IMPROVEMENT  
PROJECTS**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of February, 2019 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

**WITNESSETH:**

WHEREAS, The City has Collection System projects scheduled for Fiscal Year 2018/19 summarized as follows:

- Trenchless Rehabilitation Projects
- Open Trench Replacement Projects
- Capital Improvement Projects
- Management Reserve
- M-Interceptor Point Repair

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.

D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by September 30, 2019.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Forty-Nine Thousand Dollars and NO / 100 (\$249,000.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Subject to the limitations set forth in Section 6(B) hereof, the Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the



Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

**CITY OF COEUR D'ALENE**

**J-U-B ENGINEERS, INC.**

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


ATTEST:



STEPHEN P. JAMES, AREA MANAGER

ATTEST:

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

  
Name / Title  
Michelle Cooper

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of February, 2019, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

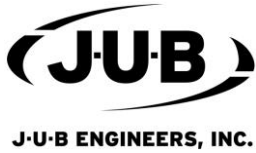
STATE OF Idaho )  
 ) ss.  
County of Kootenai )

On this 15<sup>th</sup> day of January, 2019, before me, a Notary Public, personally appeared Stephen P. James, known to me to be the Area Manager of **J-U-B ENGINEERS, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Michelle M. Loper  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission Expires: October 31, 2022





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

**Attachment 1 – Scope of Services, Schedule, and Basis of Fee**

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

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

**BACKGROUND**

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the 2013 Collection System Master Plan Update.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

**SCOPE OF SERVICES**

J-U-B's Services for this Agreement consist of the following:

---

<b>Task 000: Project Administration and Client Meetings</b>
<b>Task 100: Trenchless Rehabilitation Projects</b>
Subtask 001: Design: RR.17 Cured-in-Place Pipe (CIPP) Rehabilitation Project
Subtask 101: Construction Management Services: RR.17 Cured-in-Place Pipe (CIPP) Rehabilitation Project
<b>Task 200: Open Trench Replacement Projects</b>
Subtask 001: Design: Open Trench Point Repairs
Subtask 101: Construction Management Services: Open Trench Point Repairs
<b>Task 300: Inflow and Infiltration Reduction – Reserved<sup>A</sup></b>
<b>Task 400: Capital Improvement Projects</b>
Subtask 001: Design: Fernan Pump Station Retrofit
Subtask 101: Construction Management Services: Fernan Pump Station Retrofit
<b>Task 500: Management Reserve</b>
<b>Task 600: Reserved<sup>A</sup></b>
<b>Task 700: Reserved<sup>A</sup></b>
<b>Task 800: M-Interceptor Point Repair</b>
Subtask 001: Subsurface Void Investigation and Repair

---

<sup>A</sup>Some tasks are ongoing or recurring but may not be budgeted for the current fiscal year. As such, these items have no work scope or fee assigned, and are denoted "Reserved" to retain consistency in task organization from year to year.

## **TASK 000: PROJECT ADMINISTRATION AND CLIENT MEETINGS**

J-U-B will provide Project Management for the Collection System Projects as follows:

- Set up Project into J-U-B's accounting and record keeping systems for document retention and project controls.
- Regularly communicate with CLIENT about project status, budget and schedule, as project progress requires.
- During periods of project activity, provide a monthly report to CLIENT on project status, budget and schedule. This report may be in the form of an email or an attachment to the monthly invoice.
- Provide a monthly invoice including budget status.

## **TASK 100: TRENCHLESS REHABILITATION PROJECTS**

### **SUBTASK 001: DESIGN: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT**

CLIENT has identified the following project goals for cured-in-place pipe rehabilitation in FY2019:

1. Schedule A: 24-in B-Interceptor (B1-12 to B1-14: 660 LF) – *95% design completed FY18*
2. Schedule B: 24-in B-Interceptor (B1-14 to B1-15 and B1-10 to B1-12: 1110 LF) – *95% design completed FY18*
3. Schedule C: 3,000 to 5,000 LF of 8-in to 15-in diameter (various locations, to be determined)

Concept Design (Schedule C only)

- J-U-B will conduct a kick-off meeting with CLIENT to determine potential reaches for the project.
- J-U-B will prioritize CCTV inspections of reaches previously reviewed by ENGINEER in FY2018 (approximately 13,800 LF) to confirm suitability for CIPP rehabilitation.
- J-U-B will develop CIPP rehabilitation schedules for reaches identified to be rehabilitated - maximum of 5,000 LF. Wastewater Utility will identify approximately 3,000 to 5,000 LF of sewer mains for inclusion in the CIPP project.
- J-U-B will integrate proposed reaches into GIS and develop concept exhibits for review. Recommended open trench point repairs necessary to be completed prior to CIPP rehabilitation will be prioritized and implemented under Task 200 – Subtask 001 Open Trench Point Repair Design.
- J-U-B will prepare a preliminary opinion of probable cost based on historical average construction costs (on a per foot basis), adjusted for project construction year per the Construction Cost Index with 20% construction contingency.
- J-U-B will review concept exhibits, lateral schedules, prioritization, recommended point repairs, and concept opinions of probable cost with the Wastewater Utility. If additional reaches are identified later during the project, reviewing CCTV inspection videos, modifying the exhibits, schedules, prioritization, etc. will be completed as an Additional Service.

Final Design (Schedules A, B & C)

- J-U-B will update concept plans to reflect only those reaches identified for inclusion in the project.
- J-U-B will prepare final lateral schedules for inclusion in the Bid Documents.
- Develop Bid Documents suitable for competitive bidding. The Bidding Documents will be based on special provision technical specifications as required for the project.
- J-U-B will prepare an itemized final Opinion of Probable Cost based on historical average construction costs, adjusted for project construction year per the Construction Cost Index with 10% construction contingency.
- J-U-B will perform an internal Quality Control/ Quality Assessment review of the Bidding Documents.
- J-U-B will submit Client Review Bidding Documents for review by Wastewater Utility and CLIENT's legal counsel (3 hard copies).
- J-U-B will incorporate CLIENT comments and develop final Bidding Documents. J-U-B will produce five hard copies for distribution to CLIENT.

## **SUBTASK 101: CONSTRUCTION MANAGEMENT SERVICES: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT**

Construction is expected to begin in late Summer/ early Fall 2019 and be finished late Fall 2019.

- J-U-B will prepare a Request for Statements of Qualifications (SOQs) for CLIENT's use in advertising the project for contractor pre-qualification per Idaho Category B bidding laws. The SOQ will be distributed to plan holders in electronic format on CLIENT's plan distribution website ([www.cityofcdaplanroom.com](http://www.cityofcdaplanroom.com)).
- J-U-B will assist CLIENT to notify potential bidders of the project, respond to bidders' questions during the pre-qualification phase, and prepare and issue addenda as required to modify the request for SOQs.
- J-U-B will review SOQs as received, prepare SOQ summaries, review SOQs for general responsiveness, and issue a summary to the CLIENT and CLIENT's legal counsel for review and evaluation of SOQ responsiveness.
- J-U-B will prepare a Notice for Bids for CLIENT's use in soliciting competitive bids from pre-qualified contractors in accordance with state of Idaho code.
- J-U-B will respond to bidders' questions during the bidding phase, and prepare and issue addenda as required to modify the Bidding Documents.
- J-U-B will conduct one pre-bid meeting at CLIENT's office.
- J-U-B will assist in bid opening, review bids as received, prepare bid summaries, review bids for general responsiveness, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.
- As directed by CLIENT, J-U-B will prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, distribution and execution by CLIENT and the successful bidder.
- J-U-B will coordinate and attend regular construction meetings and prepare an agenda and list of construction items to be addressed.
- J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment 1. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide one electronic copy of as-built rehabilitation schedules for CLIENT's records.

## **TASK 200: OPEN TRENCH REPLACEMENT PROJECTS**

### **SUBTASK 001: OPEN TRENCH POINT REPAIR DESIGN**

Open trench point repairs may be needed prior to completing CIPP rehabilitation in FY2019 or to remedy existing deficiencies in the system. The number and locations of point repairs are unknown, but approximately 5-10 point repairs are estimated for the purposes of preparing this scope. Point repairs may include items such as replacing "lamp hole" cleanouts with standard manhole structures, replacing short segments of pipe to repair a break, offset joint, or diameter change.

- J-U-B will provide engineering services to identify location, type, and number of point repairs based on reviews of CCTV inspection videos completed by J-U-B in FY2018 and to repair the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- It is not anticipated that topographic survey will be required for design and construction of point repairs. However, if it is discovered during the design phase that topographical survey will be necessary, J-U-B will provide these services as requested by CLIENT and authorized under Task 500 Management Reserve.
- J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
- J-U-B will prepare vicinity maps and exhibits using aerial photography provided by CLIENT, CLIENT's geographical information system data, and annotated site photos to document the location and extents of each point repair, relevant detail drawings, and reference to applicable City engineering standard details.
- J-U-B will prepare an opinion of probable cost based on historical average construction costs (on a per each basis), adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.

- J-U-B will prepare project specifications based on the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project.
- If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
- J-U-B will provide 5 printed sets of the Bidding Documents, including vicinity maps, exhibits, bid forms, contract forms, and technical specifications, for distribution to CLIENT departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

#### **SUBTASK 101: CONSTRUCTION MANAGEMENT SERVICES: OPEN TRENCH POINT REPAIR**

It is assumed that the project construction cost will be less than \$200,000 and that three or more quotes will be solicited under the provisions of Idaho Code 67-2805(1). J-U-B will assist CLIENT with soliciting three or more quotes from licensed public works contractors, review and summarize the bids, and assist CLIENT with contract award.

- J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
- J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment 1. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide electronic copy record drawings for CLIENT records.

#### **TASK 300: INFLOW AND INFILTRATION REDUCTION**

This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2018, no work is anticipated for this task in FY2019 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

#### **TASK 400: CAPITAL IMPROVEMENT PROJECTS**

ENGINEER shall provide engineering services for tasks requested and authorized by CLIENT for items related to Capital Improvement Projects identified in CLIENT's 2013 Collection System Master Plan Update. Services may include, but are not limited to, preparing conceptual design and opinions of probable cost for capital improvement projects previously identified in the Master Plan.

##### **SUBTASK 001: DESIGN: FERNAN PUMP STATION RETROFIT**

CLIENT has identified upgrading the Fernan Pump Station as a project goal for FY2019. The existing pump station consists of two 10-hp, FVNR, 200 gpm dry-pit pumps installed in 1992. The pumps are in a buried vault which requires confined space entry procedures for routine maintenance access. The existing wet well is a 12-ft diameter pre-cast concrete structure. CLIENT desires to retrofit the pump station with the following potential improvements: demolish dry-pit pump vault and unused yard piping and valves, add two new submersible pumps in the wet well, add a new precast valve vault with access hatch, pressure transducer and backup float level control, relocate electrical control panel away from Fernan Lake Road, retain existing calcium nitrate solution delivery system for odor control, gas-fired standby power generator, fenced site perimeter, yard hydrant with backflow prevention, asphalt surface repair, storm water drainage, tree removal, and wet well coating rehabilitation.

***Note:** The pump station retrofit work described herein is anticipated to be a replacement project only and not a material modification as defined in IDAPA 58.01.16-010.35. If IDEQ deems the project to constitute a material modification or if the project scope changes to constitute a material modification, J-U-B may, with CLIENT's authorization, provide additional services to prepare deliverables (e.g. Preliminary Engineering Report, Operations and Maintenance Manual) for IDEQ review and approval.*

##### **Concept Design**

- J-U-B will conduct a kick-off meeting with CLIENT to review potential solutions for the project.
- J-U-B will collect topographic survey of the site, and adjacent street frontage to roadway centerline.

- J-U-B will prepare a Record of Survey of the parcel on which the pump station resides for CLIENT's use in procuring property easement or ownership. Record of Survey will include researching property boundary information, conducting a field survey, locating or installing property corner monuments, and preparing a Record of Survey drawing signed by a licensed Professional Land Surveyor. Research and survey of public right-of-way, easements, and other parcels is not anticipated and may be provided as an additional service with CLIENT's authorization.
- J-U-B will review the desired pumping capacity with CLIENT and determine the pump size that can be installed by connecting to the existing facilities without making major piping, structural, or electrical modifications.
- J-U-B will evaluate CLIENT's preferred pump alternative to meet the desired capacity and identify required piping and electrical improvements. J-U-B will review CLIENT's preferred pump manufacturer and coordinate with the equipment supplier to coordinate pump specifications and selection.
- J-U-B will develop one preliminary pump, piping, and valve vault arrangement for retrofitting new submersible pumps in the existing wet well.
- J-U-B will develop preliminary site improvement drawings for the replacement of the existing lift station, including asphalt surface repair, perimeter fencing, and stormwater drainage disposal with on-site infiltration swale or connection to existing nearby storm drainage infrastructure.)
- J-U-B will evaluate protective or rehabilitation coatings for the wet-well. It is assumed that two manufacturers or coating products will be considered.
- J-U-B will develop a potential construction phasing sequence and bypass pumping options for commissioning the new pumps and electrical system and decommissioning the existing facilities.
- Preliminary design will include a recommendation to CLIENT on the pump, piping configuration, rehabilitation for wet pit, electrical improvements, and a preliminary opinion of probable cost.
- CITY will provide access as needed to clarify existing conditions.

#### **Final Design**

- J-U-B will review the mechanical configuration with CLIENT and will make final edits based on CLIENT review comments.
- J-U-B will develop Bidding Documents suitable for competitive bidding in 2019 based on CLIENT comments. The Contract Documents will be based on the 2015 ISPWC with supplemental technical specifications provided by the CITY.
- J-U-B will conduct internal QC/QA of the Bidding Documents prior to submission of the 95% Review Bidding Documents.
- J-U-B will submit CLIENT Review Bidding Documents for review by CLIENT and CLIENT's legal counsel.
- J-U-B will incorporate CLIENT comments and develop final Bidding Documents.
- J-U-B will provide the following deliverables:
  - Final Bidding Documents for use in competitively bidding the project in the following forms and number:
    - CLIENT – 3 hard copies; 1 electronic copy
    - Potential Bidders – distribution electronically through CLIENT's Plan Room (electronic bidding website: [www.citycdaplanroom.com](http://www.citycdaplanroom.com))
  - Engineer's opinion of probable cost based on the final Bidding Documents.

#### **SUBTASK 101: CONSTRUCTION MANAGEMENT SERVICES: FERNAN PUMP STATION RETROFIT**

- J-U-B will prepare an Advertisement for Bids for CLIENT's use in soliciting competitive bids. CLIENT will advertise the project in its paper of record.
- J-U-B will respond to bidders' questions during the bidding phase and prepare and issue addenda as required to modify the Bidding Documents.
- J-U-B will conduct one pre-bid meeting for the project at the CLIENT's Wastewater office.
- J-U-B will assist in bid opening at City Hall, review bids for general responsiveness, prepare bid summaries, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.



- J-U-B will prepare (as directed by CLIENT) a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by CLIENT.
- J-U-B will conduct one pre-construction conference with CLIENT and Contractor.
- J-U-B will interpret the specifications and drawings during construction in accordance with the terms of the ISPWC General Conditions.
- J-U-B will provide support for the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- J-U-B will review contractor progress and pay requests and prepare recommendations to CLIENT.
- J-U-B will provide part-time construction observation (up to one day per week for four weeks) as listed in the Basis of Fee and as noted in "Exhibit A – Construction Phase Services." Coordination with the Contractor during start-up and performance demonstration shall be conducted during normal construction observation site visits.
- J-U-B will develop a tentative list of items to complete the Contractor's work.
- J-U-B will review final quantities and pay request from the Contractor and submit final payment recommendations for approval.
- J-U-B will provide three hard copies and one electronic copy of record drawings for CLIENT's records.

### **TASK 500: MANAGEMENT RESERVE**

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:

- Additional public meetings or outreach as requested by CLIENT.
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
- Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- Review product substitution requests submitted by the Contractor.
- Perform structural evaluation or design for modifications to the pump station wet well.
- Update CLIENT's geographical information system (GIS) database.
- Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
- Assist CLIENT with obtaining an encroachment permit from Eastside Highway District.
- Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).

- Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Perform flow monitoring to supplement previously obtained data.
- Additional meetings or public outreach as requested by CLIENT.
- Assist with Open Trench Point repairs Design, Bidding, and Construction as requested by CLIENT.

And other additional services specifically requested by CLIENT.

## **TASK 700: RESERVED**

## **TASK 800: M-INTERCEPTOR POINT REPAIR**

The M-Interceptor was identified as needing rehabilitation due to deterioration caused by hydrogen sulfide corrosion and was prioritized for the FY2017/18 CIPP project. In anticipation of the FY2017/18 CIPP project, CLIENT performed condition assessment using CCTV inspection in summer 2017. During the course of the inspection, CLIENT identified a hole in the top of the 30-in diameter reinforced concrete pipe approximately 6-ft downstream of manhole M1-09 (located in the intersection of 8<sup>th</sup> St and Pine Ave.) Two overnight operations with the CLIENT and local contractor showed the hole appeared to be covered with wood timbers and planks, thought to be remnants of cribbing used during the course of construction (estimated circa 1940). The overnight inspections also showed a void space between the crown of the pipe and wood cribbing as far as the lighting would allow the contractor to see. The hole was patched prior to CIPP rehabilitation using Link Pipe Internal Repair Sleeves, and CIPP was successfully completed in Spring of 2018. The void space identified during the Link Pipe installation and overnight inspection was not addressed in FY2017/2018 and may lead to settling in the park or roadway.

### **SUBTASK 001: Subsurface Void Investigation and Repair**

Soil Void Detection and Stabilization:

- J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT.
- J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. If geotechnical or other specialized analysis, materials testing, or subsurface exploration is necessary, it will be provided separately if specifically requested by CLIENT and authorized under Task 500: Management Reserve.
- J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of soil stabilization, as determined necessary by CLIENT.

## SCHEDULE OF SERVICES

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

Task	Days	Compensation and Type
<b>Task 000: Project Administration and Client Meetings</b>	<i>As needed</i>	\$11,800 T&M <sup>A</sup>
<b>Task 100: Trenchless Rehabilitation Projects</b>		
Subtask 001: Design: RR.17 Cured-in-Place Pipe (CIPP)	60	\$18,000 T&M <sup>A</sup>
Subtask 101: CMS: RR.17 Cured-in-Place Pipe (CIPP)	- <sup>B</sup>	\$36,400 T&M <sup>A, B</sup>
<b>Task 200: Open Trench Replacement Projects</b>		
Subtask 001: Design: Open Trench Point Repair	60	\$7,600 T&M <sup>A</sup>
Subtask 101: CMS: Open Trench Point Repair	- <sup>B</sup>	\$13,600 T&M <sup>A, B</sup>
<b>Task 300: Inflow and Infiltration Reduction</b>		<i>Reserved</i>
<b>Task 400: Capital Improvement Projects</b>		
Subtask 001: Design: Fernan Pump Station Retrofit	75	\$53,800 T&M <sup>A</sup>
Subtask 101: CMS: Fernan Pump Station Retrofit	- <sup>B</sup>	\$47,800 T&M <sup>A, B</sup>
<b>Task 500: Management Reserve</b>	<i>As requested</i>	\$50,000 T&M <sup>A</sup>
<b>Task 600: GIS Services – under separate contract</b>		
<b>Task 700: Master Plan Updates – under separate contract FY2018/19</b>		<i>Reserved</i>
<b>Task 800: M-Interceptor Point Repair</b>		
Subtask 001: Subsurface Void Investigation and Repair	- <sup>B</sup>	\$10,000 T&M <sup>A, B</sup>

<sup>A</sup> Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.

<sup>B</sup> Dependent on construction schedules developed by the successful bidder.

**BASIS OF FEE**

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Subtask Total
<b>000</b>	<b>PROJECT ADMINISTRATION AND CLIENT MEETINGS</b>													
	<b>-001 PROJECT ADMINISTRATION</b>													<b>\$11,800</b>
	Task management; status updates; invoices		48									15		
	Monthly Meetings with CITY (as requested)		24											
<b>100</b>	<b>TRENCHLESS REHABILITATION PROJECTS</b>													
	<b>-001 DESIGN: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT</b>													<b>\$18,000</b>
	Schedule A: 24" B-Interceptor (B1-12 to B1-14, 660 LF )		95% design completed FY17-18											
	Schedule B: 24" B-Interceptor (B1-14 to B1-15 and B1-10 to B1-12, 1110 LF)		95% design completed FY17-18											
	Schedule C: Various locations TBD, 3,000-5,000 LF, 8"-15" dia.													
	Concept Design (Schedule C only)													
	Kick-off meeting		2		4							1		
	Finalize reach prioritization based on condition scores		4		6									
	Rehab schedules		2		12							2		
	Vicinity maps		1		4									
	Project specifications and bid schedules		2		4							4		
	Opinion of Probable Cost		1		2									
	QC/QA review and incorporate comments	1	2		8	2						4		
	Review Mtg with CITY		2		4							1		
	Final Design (Scheduls A, B and C)													
	Rehab schedules		2		10							2		
	Vicinity maps		2		6						4			
	Project specifications and bid schedules		2		10							5		
	Opinion of Probable Cost		2		6									
	QC/QA review and incorporate comments	1	4		8	4						2		
	Review Mtg with CITY		2		4									
	Final Plans and Bid Documents (5 copies)		2		8							6	\$100	
	<b>-101 CONSTRUCTION MANAGEMENT SERVICES: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT</b>													<b>\$36,400</b>
	Bidder Pre-Qualification													
	Update 2018 pre-qualification documents for use in 2019		1		2							2		
	Review with City and City's legal counsel		1		2									
	Assist with pre-qualification advertising		1		2									
	Review pre-qualification responses and summarize for City		2		4							4		
	Bid and Award													
	Bid advertisement/contractor coordination		2		2							2		
	Pre-bid meeting		2		4							2		
	Bid management (questions and addenda)		4		8							4		
	Bid opening and contract award		2		4							2		
	Construction Phase													
	Pre-construction meeting		2		4					4		2		
	Submittal review		6		14							2		
	Construction Management (7 weeks of project activity)	2	8		40									
	Construction Observation (4 hrs/day, 5 weeks)									100			\$500	
	Final video review and punchlist		4		8					20		4		
	Application for Payment (3 total)		4		8					2		6		
	Post-Construction Phase													
	Project records, as-built rehab schedules & vicinity maps		2		16						8	8		

**BASIS OF FEE**

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Subtask Total
	Integrate record drawings into GIS	<i>under a separate contract for yearly GIS support</i>												
	Record drawings and project closeout		2		4						6	2	\$600	
<b>200</b>	<b>OPEN TRENCH REPLACEMENT PROJECTS</b>													
	<b>-001 DESIGN: OPEN TRENCH POINT REPAIR DESIGN</b>	<i>Assumes 5-10 point repairs</i>												
	Kick-off meeting		2		4							2		
	Field assess and prioritize point repairs		4		8									
	Prepare exhibits and specifications for City's review		2		12						16			
	Cost opinion		1		4									
	Review meeting with CITY		2		4						2	1	\$50	
	Incorporate City comments and prepare bidding documents		2		4							4		
	<b>-101 CONSTRUCTION MANAGEMENT SERVICES: OPEN TRENCH POINT REPAIR</b>	<i>Assumes 5-10 point repairs</i>												
	Solicit 3 or more bids (assumes <\$200k bid solicitation per I.C. 67-2805(2))		2		4							4	\$50	
	Review and summarize bid results; Assist contract award		2		4							4		
	Pre-construction meeting		2		4							2	\$50	
	Submittal review		1		4									
	Construction Management (2 weeks of construction)	1	4		10								\$50	
	Construction Observation (4 hrs/day, 2 weeks)									40			\$150	
	Pay requests (2 total)		2		4							4		
	Final walkthrough and punchlist follow-up		2		2					6				
	Record drawings and project closeout		2		6					2	8	2		
<b>300</b>	<b>INFLOW AND IDENTIFICATION REDUCTION</b>													
	<b>-001 INFLOW AND IDENTIFICATION REDUCTION</b>	<i>Reserved</i>												
<b>400</b>	<b>CAPITAL IMPROVEMENT PROJECTS</b>													
	<b>-001 DESIGN: FERNAN PUMP STATION RETROFIT</b>													
	Concept Design													\$53,800
	Kick-off meeting		2		4									
	Topographic survey		1		4		4	10	8		8			
	Record of Survey (to assist with City's property or easement procurement)		1		2		8	12	8			2		
	Hydraulic analysis, pump capacity		2		8									
	Obtain pump quotes from Vendors (assume 1 mfg)		1		4									
	Site Civil, Demolition		1	4	6						10			
	Wet well rehabilitation options (2 coating products)		2		6									
	Mechanical plan, section and details		2		10						24			
	Construction Sequence & Bypass Pumping Alternatives		2		6						2			
	Coordinate with Electrical subconsultant		4		4						2		\$3,200	
	Opinion of Probable Cost		2		4									
	Specifications		6		24							12	\$50	
	QC/QA review	1	1		4									
	Review meeting with CITY		2		4									
	Final Design													
	Finalize pump selection		2		6									
	Site Civil, Demolition		2	4	6						24			
	Mechanical plan, section and details		2		8						16			
	Coordinate with Electrical subconsultant		2		4								\$10,160	
	Opinion of Probable Cost		1		2									
	Specifications		8		12							6		

**BASIS OF FEE**

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Subtask Total	
	QC/QA review	1	1			2									
	Review meeting with CITY		2		4										
	Incorporate City comments		2		8							2			
	Final Plans and Bid Documents (3 copies)		1		1							2			
<b>-101</b>	<b>CONSTRUCTION MANAGEMENT SERVICES: FERNAN PUMP STATION RETROFIT</b>													<b>\$47,800</b>	
	Bid and Award														
	Bid advertisement/contractor coordination		2		2							2			
	Pre-bid meeting		2		4							2			
	Bid management (questions and addenda)		4		8							4			
	Bid opening and contract award		2		4							2			
	Construction Phase														
	Pre-construction meeting		2		4					4		2			
	Submittal review		6		14							2			
	Construction Management (10 weeks of construction)		40		60		2	4							
	Construction Observation (4 hrs/day, 8 weeks)									160					
	Pay requests (3 total)		4		6							4			
	Coordinate with Electrical subconsultant												\$7,000		
	Final walkthrough and punchlist follow-up		2		4					2		6			
	Record drawings and project closeout		2		6						8		\$500		
<b>500</b>	<b>MANAGEMENT RESERVE</b>														
	<b>-001</b> MANAGEMENT RESERVE													<b>\$50,000</b>	
			<i>tasks to be determined as requested by CLIENT</i>												
<b>600</b>	<b>GIS SERVICES</b>														
	<i>under separate contract</i>		<i>Reserved</i>												
<b>700</b>	<b>RESERVED</b>														
<b>800</b>	<b>M-INTERCEPTOR POINT REPAIR</b>														
	<b>-001</b> SUBSURFACE VOID INVESTIGATION AND REPAIR													<b>\$10,000</b>	
	Assist CITY with evaluating subsurface void detection methods		6		12	4						2			
	Evaluate soil stabilization alternatives (sand grout or similar)		6		12	4									
	Assist CITY with soil stabilization planning (CITY to procure contract)		4		10										
	Observe soil stabilization		8		8					8					
<b>BASIS OF FEE SUMMARY</b>															
														<b>TASK 000 - PROJECT ADMINISTRATION AND CLIENT MEETINGS</b>	<b>\$11,800</b>
														<b>TASK 100 - TRENCHLESS REHABILITATION PROJECTS</b>	<b>\$54,400</b>
														<b>TASK 200 - OPEN TRENCH REPLACEMENT PROJECTS</b>	<b>\$21,200</b>
														<b>TASK 400 - CAPITAL IMPROVEMENT PROJECTS</b>	<b>\$101,600</b>
														<b>TASK 500 - MANAGEMENT RESERVE</b>	<b>\$50,000</b>
														<b>TASK 800 - M-INTERCEPTOR POINT REPAIR</b>	<b>\$10,000</b>
														<b>TOTAL</b>	<b>\$249,000</b>



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

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Utility Project: 2019 Wastewater Collection System Capital Improvement Projects

The Agreement for Professional Services dated \_\_\_\_ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

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

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

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

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

- Yes  
 No

*a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

- Yes  
 No

*b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

- Yes  
 No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- Yes  
 No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- Yes  
 No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

- Yes  
 No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- Yes  
 No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

- Yes  
 No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).



- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*
  - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
  - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
  - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
  - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
  - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
  - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
  - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



## **2019 Professional Engineering Services Agreement with JUB Engineers, Inc.**

**City of Coeur d'Alene  
Public Sewer Capital Improvements  
Rehabilitation/Replacement  
Projects**



- **JUB was vetted from the WW Utility's Request for Proposals in Nov. 2018.**

**2019 Projects:**

- **CIPP Pipe Lining**
- **Open Trench Repair**
- **Fernan Pump Station Improvements**
- **Finish M-Interceptor**
- **Misc. Point Repair Projects**



## 2019 CIPP Lining Project

- **660' (w/ optional 1110') of 24" B-Interceptor (12<sup>th</sup> and Indiana) with Bypass Pumping**
- **Additional up to 5,000 LF of Misc. Sizes as prioritized by the WW**



**24" B-Interceptor**



**30" M-Interceptor**





## 2019 Open Trench Repair

- 5-10 Point Repairs
- 5 Shovel Ready Open Trench Replacement Plan Sets



Before



Goal After



## 2019 Fernan Pump Station Improvements

- Convert to Duplex Submersible Pump Station (Comply to Policies)
- Electrical Code Compliance
- Remove Confined Space Entry



Currently



Conceptual

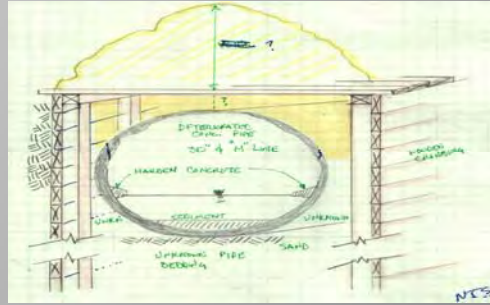


## 2019 M-Interceptor Repair

- Evaluate Soil Stabilization and Remediation Plan
- If Needed, Implementation Plan



Currently



Conceptual



## 2019 Management Reserve

- Complete M/ Interceptor Repair
- Unforeseen Sanitary Sewer Issues
- Mr. Manhole Adjustments



Mr. Manhole



Manhole Lining



## JUB's 2019 Professional Engineering Services Cost Breakdown

• Admin Support:	\$	11,800
• Trenchless CIPP:	\$	54,400
• Open Trench:	\$	21,200
• Fernan Pump Station:	\$	101,600
• M Interceptor:	\$	10,000
• <u>Reserve:</u>	<u>\$</u>	<u>50,000</u>
• <b>2019 Total:</b>	<b>\$</b>	<b>249,000</b>



## 2019 Professional Engineering Services Agreement with JUB Engineers, Inc.

**To approve and sign the agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2019 Wastewater Collection System Capital Improvement Projects at a cost of \$249,000.00.**



# **2019 Professional Engineering Services Agreement with JUB Engineers, Inc.**

**Questions?**



OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** FEBRUARY 5, 2019  
**FROM:** HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR  
CHRIS BOSLEY, CITY ENGINEER  
NICK GOODWIN, URBAN FORESTER  
JAKE PLAGERMAN, PLANNING TECHNICIAN  
**RE:** PARK DRIVE ADDITION, LOT 9 BUILDING ENVELOPE  
MODIFICATION REQUEST

=====

**DECISION POINT:**

Should City Council approve a modification to the Park Drive Addition, Lot 9 building envelope and front yard setback to 20 feet to be consistent with other lots in the subdivision due to extenuating circumstances related to the health and removal of an oak tree on private property, and accept a donation from the property owners to the Urban Forestry fund for a replacement tree in the amount of \$500.

**HISTORY:**

The Park Drive Addition subdivision was platted by ignite cda in December 2017 and the ten lots were put up for sale in early 2018. After the subdivision was platted, it was recognized by Welch-Comer Engineers and City staff that some clarifying exhibits would be helpful for buyers and for staff in processing building permits to more clearly note development and access restrictions and setbacks on the ten lots. These exhibits were recorded in January 2018. It should be noted that the plat and building envelopes were intentionally designed to protect trees on private property on three of the ten lots in the Park Drive Addition and front yard setbacks were more restrictive than a typical R-8 lot for the subdivision to be more compatible with the surrounding Fort Grounds neighborhood.

On September 28, 2018, Roger and Joanne Wing, prior to signing a real estate sales agreement with ignite cda for the purchase of Lot 9 of the Park Drive Addition had their attorney, Jason Wing of Lake City Law, review the sales contract. Their attorney contacted Katie Kosanke (Urban Forester at the time) to learn how to protect the oak tree during construction and received clarification from the Planning Department on the building envelope.

After purchasing the lot and before moving forward with their architect, the owners were reportedly concerned with the health of the oak tree on the lot due to a visible black stain/scorch mark on the bark and a deep crack running vertically on the tree trunk. The owners contacted an arborist from the City's Licensed Tree Services list (Ken Roberge of Specialty Tree Services, Inc. ISA Certified Arborist, #RM-0194) for a professional diagnosis. Mr. Roberge determined that the tree had been hit by lightning in the past and concluded that it presented a safety hazard (see attached letter and attachments from the owners). The owners had the tree removed on October 15, 2018.

While the building envelopes in Park Drive Addition were created and recorded to the ten lots, the act of establishing building envelopes did not add a layer of protection to the tree and it was still considered a private tree. In consultation with legal and the Parks and Recreation Director, it was determined that there could be no penalty for removal of the tree even though the intent of the building envelope was to protect the tree.

Roger and Joanne Wing, along with their architect Tim Wilson, met with Nick Goodwin, Hilary Anderson, and Jake Plagerman to determine how to proceed with their request to modify the building envelope. All parties agreed that a one-time donation to Urban Forestry in an amount appropriate to replace a tree would mitigate the impact and provide a benefit by planting a new tree of substantial size and a unique species near the subject property. It was discussed that the next step would be to go forward to the City Council for approval of the building envelope since it was tied to the plat for the Park Drive Addition. Tony Berns, Executive Director of ignite cda was consulted and indicated that no approval by the urban renewal agency would be required.

**REQUEST:**

With the hazardous tree removed, the owners of Lot 9 in Park Drive Addition (Roger and Joanne Wing), are now requesting a modification to the building envelope and front yard setback on their property to 20 feet, which is consistent with the other nine lots in the subdivision so that they can move forward with architectural plans for their new home. [Please note that development on the subject property would still be required to comply with the Building Code and meet all setbacks of the subdivision (with the revised 20-foot front setback) including a restriction on the front porch extending into the front yard.]

If City Council agrees to modify the building envelope, the site plan diagram showing the modified building envelope and setbacks would be recorded for the property to allow the home to be constructed within the revised building envelope.

**FINANCIAL ANALYSIS:**

While the English Oak tree (*Quercus robur*) that was removed from the Wing's property did not qualify as a grand scale tree or street tree, it was considered a valuable tree in the City's urban forest due to its size, the age of the tree, and the limited population of English Oak trees in the city. This prompted the building envelope to be established on this lot. This tree was valued at \$6,400.00 by Nick Goodwin (Urban Forester) using the trunk formula method of appraisal. The City's previous Urban Forester, Katie Kosanke, had inspected the tree prior to the Park Drive Addition plat and determined it was in good health. The City incurred some costs associated with the Urban Forester's inspection and ignite cda incurred some costs with the surveyor when platting this lot to create a building envelope to retain the English Oak tree. As noted above, the Wing's arborist came to a different conclusion, which resulted in the tree being removed. The Wing's incurred costs for the arborist to come and inspect the tree and ultimately remove the tree due to the determination of a safety hazard and liability. Because there is no violation for removal of the tree and City staff recognizes the extenuating circumstances related to the tree, all parties agreed that a one-time good faith donation in the amount of \$500 to Urban Forestry for a replacement tree would mitigate the impact and provide a benefit by planting a new tree of a substantial girth and a unique species near the subject property.

**PERFORMANCE ANALYSIS:**

The Public Works Committee heard this item on January 22, 2019 and requested that it be brought to the full Council for consideration. Based on the discussion at the Public Works Committee meeting, staff has added some additional information related to the one-time good faith donation of \$500 to the Urban Forestry Fund for a replacement tree. City staff is not

requiring the Wing's to pay a fee and they are not being fined for the tree removal. The agreed upon donation amount of \$500 was proposed by the Wing's, and agreed to by all parties, after discussing how to best mitigate the tree removal. Staff informed the Wing's of the sensitivity to the loss of trees in the City, particularly in the Fort Grounds neighborhood and the vicinity of City Park, and suggested that a donation may help mitigate the sensitivity by paying for a replacement tree to be planted in the park near their property. The owners had proposed planting a tree in their yard, but ultimately it was decided that the best option for the Wings would be to work with the Urban Forester in selecting a suitable tree species that can be purchased at wholesale price once the nurseries are open in the spring. The Urban Forester will coordinate the best location for planting the replacement tree with the Parks Department. It should also be noted that it is common for a \$500 donation to be made to the Urban Forestry fund (see attachment).

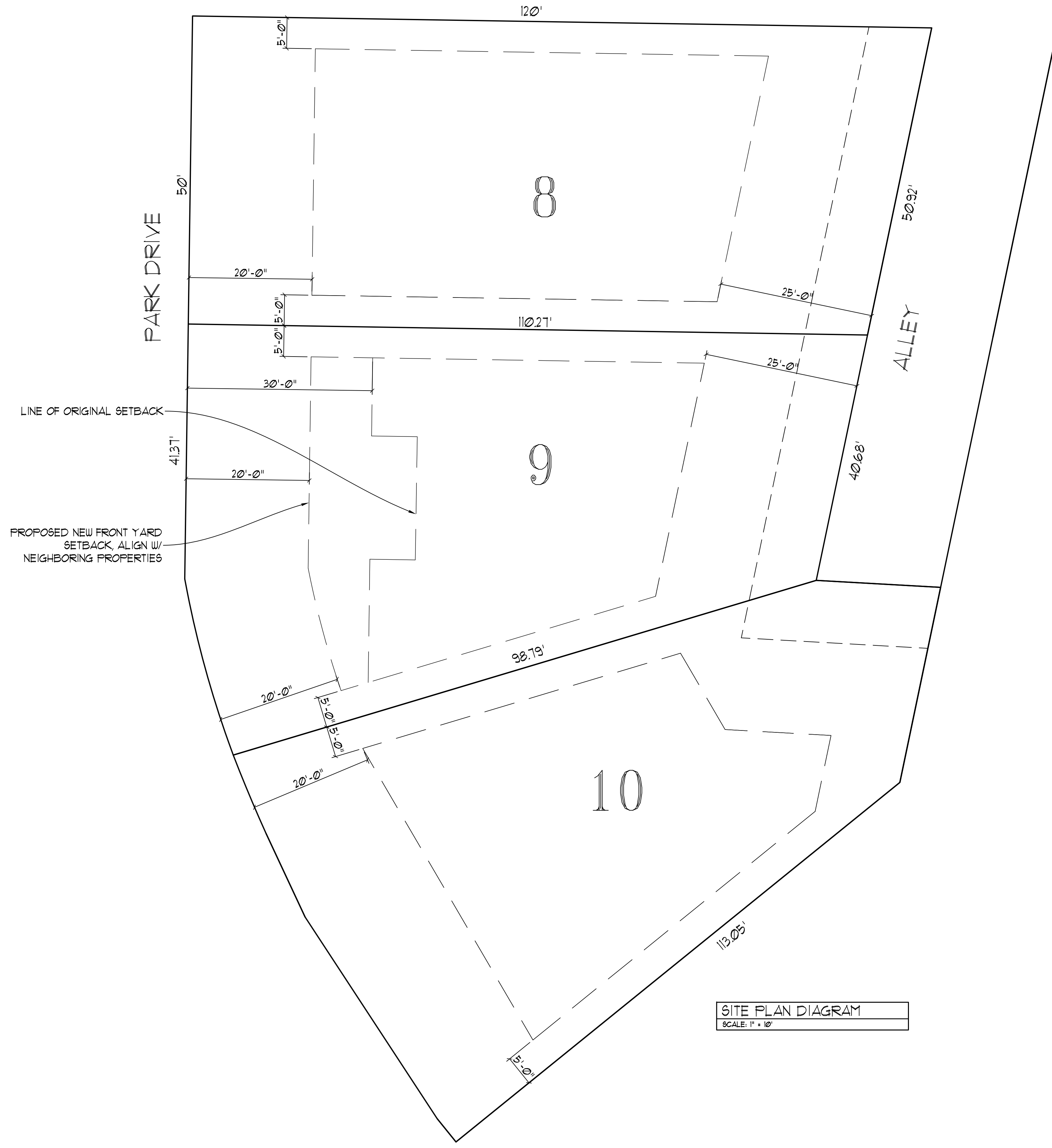
**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve a modification to the Park Drive Addition, Lot 9 building envelope and reduced front yard setback of 20 feet to be consistent to other lots in the subdivision due to extenuating circumstances related to the removal of an oak tree on private property. Staff supports this request for a building envelope modification and the one-time good faith donation of \$500 to the Urban Forestry fund for a replacement tree.

Attachments:

- Site Plan Diagram from Momentum Architecture showing existing and proposed building envelope and front setback lines
- Letter of Request from Roger and Joanne Wing, 1/14/19 with the following attachments:
  - Email Correspondence with Requirements for Protecting Grand Scale Trees
  - Email Correspondence with City Council Park Drive Plat Clarification and Plat Exhibits
  - City of Coeur d'Alene City-Licensed Tree Services
  - Opinion of Oak Tree Condition from Ken Roberge, Specialty Tree Services, ISA Certified Arborist
  - Site Plan Diagram from Momentum Architecture showing existing and proposed building envelope and front setback lines
  - Photos of oak tree after and during removal by Specialty Tree Services
  - City of Coeur d'Alene Parks Department Donation Brochure





Job No.	19-001
Set No.	---
Date:	1/14/19
Drawn by:	TT
Designed:	
Checked by:	TW

Tim A. Wilson, NCARB  
 112 Hazel Avenue, Suite B Coeur  
 d'Alene, ID 83814  
 P 208 + 664 4251  
 F 208 + 765 8671  
 www.momentumarch.com  
 Copyright, 2012  
 Momentum Architecture, Inc.



No.	Date	Revisions
-1-	-	-
-1-	-	-
-1-	-	-
-1-	-	-
-1-	-	-

January 14, 2019

Roger & Joanne Wing  
728 E. Sherman Ave., Apt. 204  
Coeur d'Alene, ID 83814  
(208) 664-2711  
angelofmercy2@yahoo.com

General Services Committee  
Coeur d'Alene Planning Dept.  
City of Coeur d'Alene  
Coeur d'Alene, ID 83814

Re: Park Drive Addition, Lot 9

Dear Committee,

The purpose of this letter is to request a building envelope modification and an appropriate front yard setback of 20' for Lot 9 of the Park Drive Addition to comply with the necessary City of Coeur d'Alene Residential Building Code, and to be uniform with the 20' setback of the other nine lots.

On September 28, 2018, prior to our signing real estate sales agreement with igniteCDA for the purchase of Lot 9 of the Park Drive Addition, we contacted Coeur d'Alene Attorney Jason Wing of Lake City Law to review the sales contract. During our visit, the subject of the tree and building envelope came up; we were unclear as to how to protect the non grand scale oak tree during construction. Mr. Wing contacted City of Coeur d'Alene and was given a response from Urban Forester Katie Kosanke (attachments # 1 & 4), Planning Technician Jake Plagerman (attachment # 2), and Community Planning Director Hilary Anderson (attachment # 3), these responses were forwarded to us via email.

After the purchase of Lot 9, and before moving forward with Architect, we became concerned over the suspicious health of the oak tree on the lot, for it appeared to have a visible black stain/scorch to the bark, also noted a deep crack within the bark that ran vertically – top to bottom of the tree. Now a private property tree matter, we consulted from the list that Urban Forester Katie Kosanke had emailed of City of Coeur d'Alene – Licensed Tree Services (attachment # 4); we contacted Ken Roberge of Specialty Tree Services, Inc. (ISA Certified Arborist, #RM-0194) for a professional diagnosis. Mr. Roberge stated to us that the tree had been hit by lightning at some point and because of the large crack the tree was seriously compromised and presented a safety hazard and needed to be felled/removed as soon as possible (attachment # 5). Since the tree was standing on now “our” property, liability would now fall on us if the tree should fall and cause severe property damage or worse, injure or kill someone. With this information we instructed Specialty Tree to remove said tree. On October 15, 2018 the tree was taken down and removed (attachment pictures of damaged tree).

With the hazardous tree removed and now seeking a change to recorded building envelope and 30' setback for Lot 9, a meeting was set for January 9, 2019 @ 12:30PM between Roger & Joanne Wing, Attorney Jason Wing of Lake City Law (unable to attend), and Architect Timothy Wilson of Momentum Architecture with the Coeur d'Alene City Community Planning Director Hilary Anderson, Planning Technician Jake Plagerman, and Urban Forester Nick Goodwin. Conclusion: with all parties in agreement, for the City's recommendation for plot change to include building envelope modification and 20' front setback for Lot 9 of the Park Drive Addition (attachment # 6), the Wing's will make a single good faith donation of \$500 to Urban Forestry for one (1) tree of an agreed upon species and planting location to replace the felled non grand scale oak tree.

Sincerely,  
Roger & Joanne Wing

RECEIVED FROM ATTORNEY JASON WING 9/28/2018

To

[angelofmercy2@yahoo.com](mailto:angelofmercy2@yahoo.com)

To

[angelofmercy2@yahoo.com](mailto:angelofmercy2@yahoo.com)

Today at 8:27 AM

Got a call back from the city... the building envelope is a suggested envelope to promote preservation of the tree(s) but there is nothing that prevents you from exceeding that envelope other than regular setback requirements

Sent from Yahoo Mail on Android

Today at 8:29 AM

In other words, you can technically remove the tree but they obviously would prefer that it remain. They are sending me info about things to do to safeguard the tree during construction

Sent from Yahoo Mail on Android

**Subject:** FW: Tree preservation information  
**From:** Jason Wing (jwing@lclattorneys.com)  
**To:** angelofmercy2@yahoo.com;  
**Date:** Friday, September 28, 2018 1:07 PM

#1

**From:** KOSANKE, KATIE [mailto:KKOSANKE@cdaid.org]  
**Sent:** Thursday, September 27, 2018 2:00 PM  
**To:** Jason Wing <jwing@lclattorneys.com>  
**Subject:** Tree preservation information

Mr. Wing,

Attached are the city's requirements for protecting grand scale trees and street trees during construction. A tree on private property is not required to be retained, however as discussed, the building envelopes along Park Drive were in part established to promote tree retention.

The information includes consulting with city arborists. For this private property tree matter, you could contact an ISA Certified Arborist to assist. Attached is a list of city-licensed tree services and consultants that would be able to help minimize the impacts of construction and preform professional root pruning where needed.

Thank you,

Katie Kosanke  
Urban Forester  
City of Coeur d'Alene  
Parks & Recreation Department  
208/769-2266

## Requirements for Protecting Grand Scale Trees

Grand scale trees are trees located on private property with a minimum of 20 inches in diameter measured at 4.5 feet above the ground (DBH) and/or 45 feet in height or more and are located within 20 feet of a public street. Other trees may qualify for this distinction such as similar sized or spaced trees or those that are unique specimens as determined by the Urban Forestry Coordinator. Street trees located within the public right-of-way cannot be considered Grand Scale Trees and are required to be protected and retained during development unless removal is approved through the city's Urban Forestry Committee.

TREE 1  
20' FROM  
STREET

It can be possible to retain Grand Scale Trees during construction, but a protection plan must be submitted to ensure measures are put in place to reduce possible impacts. Often trees on construction sites sustain damage by equipment, root loss, grade changes, trenching or compaction over the root zone. This can lead to tree decline, failure, and even safety hazards.

Meetings/inspections required with Urban Forestry staff:

1. Planning Stage - Onsite to inspect potential trees for retention and their current condition.
2. Design Stage - Onsite with tree protection plan to verify distances from impacts.
3. Construction/Landscape Stage - Periodic inspections throughout the duration of the project to ensure preservation measures are being followed.
4. Post Construction stage - Inspection upon completion at the time of the Certificate of Occupancy for sign-off

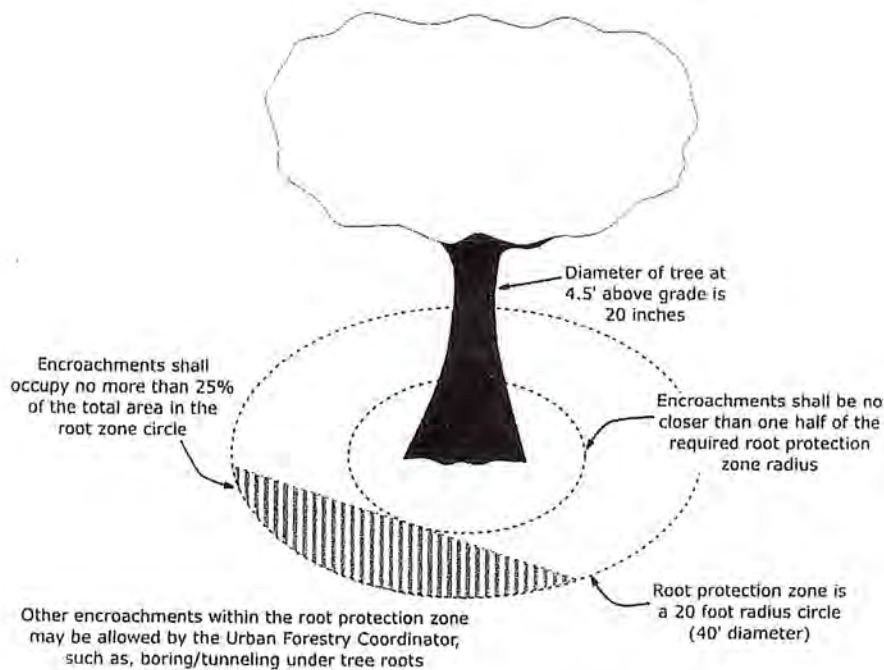
Required Tree Protection Plan must identify:

1. The location, size (dbh), and condition of the trees to remain.
2. The location of development footprints, including buildings, utilities, irrigation, and streets and how tree preservation zones relate to them (distances listed). If utilities are to run through a tree protection zone, they must be tunneled under roots at 18" below grade.
3. Any possible grade changes in or near the tree protection zone.
4. Identify any cuts to the 2" or greater inside the protections zone must be cut flush with a saw or loppers (not torn by an excavator). No roots over 4" in diameter can be removed.
5. Tree protection zone requirements (*see tree protection detail*) includes: Specific size of protection zone depending upon tree size, fencing, signage, mulch, and watering required.

Any work or access done within the root zone has to be pre-determined and approved. Allowances for access into the protection zone may be made for tunneling or handwork as approved by the Urban Forestry Coordinator.

Failure to comply with the tree protection measures during the duration of the project, or impact to the tree within the tree protection zone will result in restitution being sought in the amount of the appraised value of the tree. The appraised value will be calculated by the City's Urban Forester at the beginning of the project following the Council of Trees & Landscape Appraisers Guide for Plant Appraisal.

## TREE PROTECTION DETAIL



### Tree Protection Requirements

- a) Size: 1ft for every inch in diameter in radius (example a 20dbh tree must have a tree protection zone of 40ft in diameter). If this is not possible, the tree may not be practical to retain. Some encroachment is allowable – see detail above.
- b) Protective Fencing: A highly visible 4ft high orange plastic mesh fence with posts spaced at intervals no further than 6ft apart must be placed around the tree protection zone for the duration of the construction project. No access or construction activities are allowed within the protective fencing including equipment, storage of project materials and no dumping or washing out.
- c) Tree Protection Signage: Signage must be placed on the fencing identifying the tree protection zone (signage available through Urban Forestry), 4 signs on each tree protection zone required.
- d) Mulch: A 2" layer of wood chip mulch must be placed within the tree protection zone during the duration of the project to avoid compaction and to retain water. A 4-6" wood chip mulch layer is required within any approved encroachment areas.
- e) Watering: regular watering weekly of 1" of water over the area is required for projects April-October to maintain adequate soil moisture to 18". Actual amount is determined based upon the soil conditions, tree species and ANSI Standards.
- f) Any work or access within the root zone has to be pre-determined and approved. Allowances for access into the protection zone may be made for tunneling or handwork as approved by the Urban Forestry Coordinator.

**Subject:** FW: igniteCDA Park Drive Clarification  
**From:** Jason Wing (jwing@lclattorneys.com)  
**To:** angelofmercy2@yahoo.com;  
**Date:** Friday, September 28, 2018 1:07 PM

#2

**From:** PLAGERMAN, JACOB [mailto:JPLAGERMAN@cdaid.org]  
**Sent:** Friday, September 28, 2018 9:17 AM  
**To:** Jason Wing <jwing@lclattorneys.com>  
**Subject:** FW: igniteCDA Park Drive Clarification

Hi there,

I work with the Coeur d'Alene Planning Department and was directed to send you information of the Park Drive Subdivision. Attached to this email you will find the plat map for the subdivision, the setbacks and building envelopes for the subdivision, and a staff report on Park Drive that provides some clarification as well. Let me know if I can provide any further assistance!

Jake Plagerman

Planning Technician

City of Coeur d'Alene, ID

(208) 292-5773



#3

**From:** ANDERSON, HILARY  
**Sent:** Friday, September 28, 2018 9:01 AM  
**To:** PLAGERMAN, JACOB  
**Subject:** FW: igniteCDA Park Drive Clarification

**From:** ANDERSON, HILARY  
**Sent:** Wednesday, September 05, 2018 4:09 PM  
**To:** 'Danielle Quade'  
**Subject:** FW: igniteCDA Park Drive Clarification

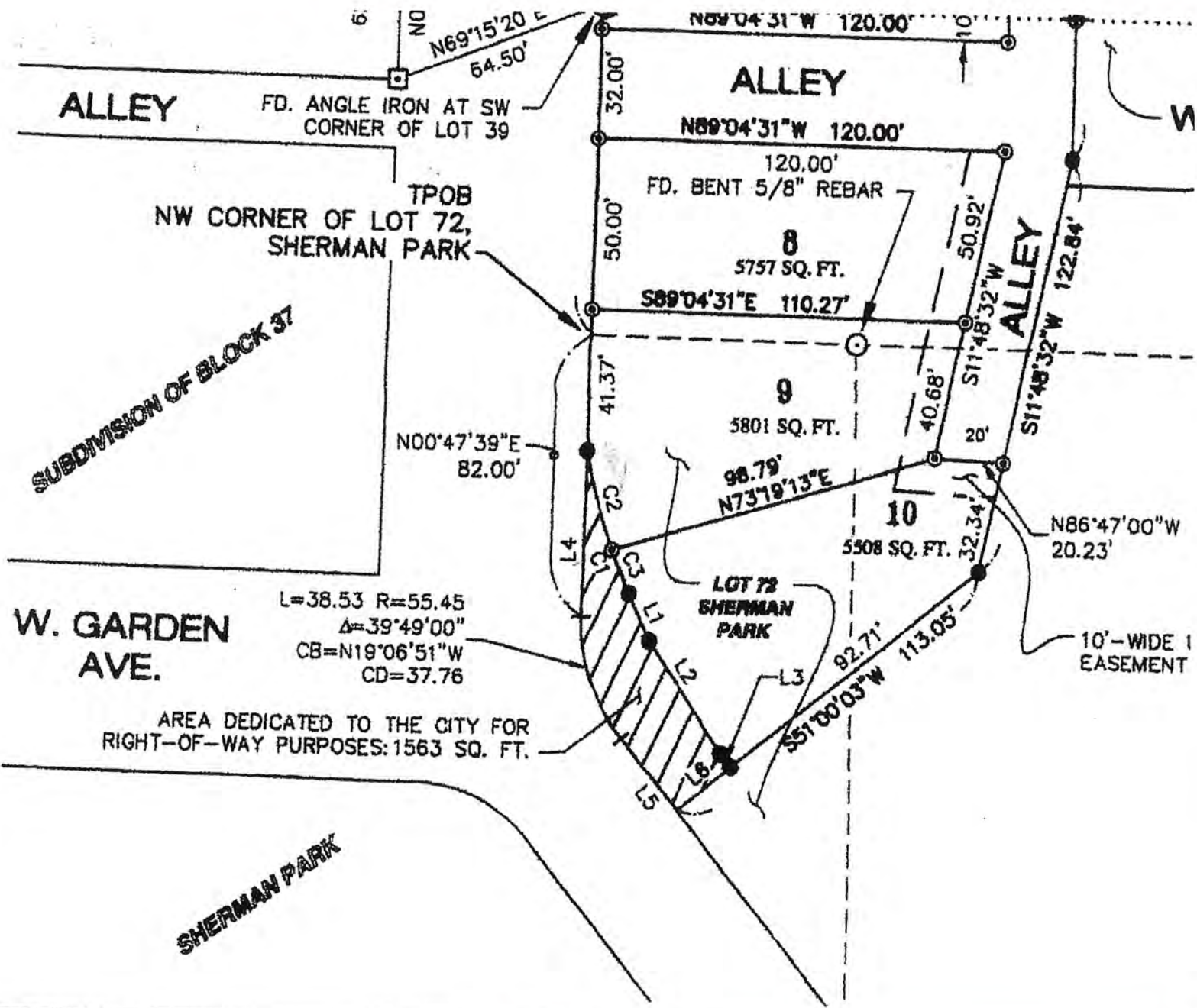
This email and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return email, delete this email and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

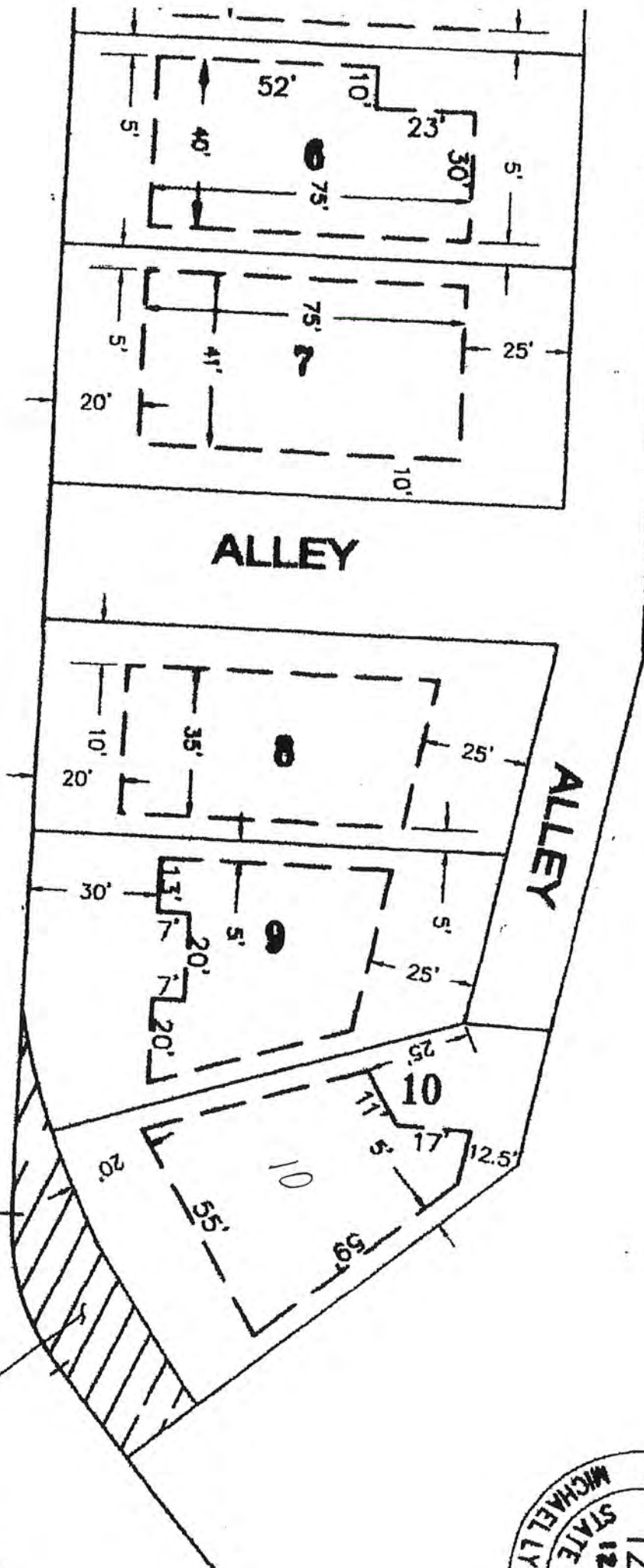
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### Attachments

- CITY COUNCIL SR - PARK DRIVE PLAT CLARIFICATION.docx (13.57KB)
- 41284 EX04 20180130.pdf (442.76KB)
- Park Drive Addition - Recorded.pdf (952.56KB)
- image001.png (9.61KB)







ALLEY

ALLEY

CITY FOR  
13 SQ. FT.



**PARK DRIVE ADDITION**  
 A PORTION OF LOTS 98 AND 49, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A  
 PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH,  
 RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Book 1, Page 2189, L&L# 2025307000

**OWNER'S CERTIFICATE AND DEDICATION**

THIS IS TO CERTIFY THAT COEUR D'ALENE, THE TOWN ENGINEER, AGENT OF THE CITY OF COEUR D'ALENE IDAHO, ALSO SPECIAL AGENT FOR THE CITY OF COEUR D'ALENE, IN THE COUNTY OF KOOTENAI IDAHO, HAS RECEIVED FROM SCOTT HOOPER, CHAIRMAN OF THE BOARD, COEUR D'ALENE THE FOLLOWING PROPERTY AND HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATED, TO BE KNOWN AS PARK DRIVE DRIVE, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS, TO WIT: SECTION 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Beginning at the Northwest Corner of Lot 72 of Sherman Park Subdivision:

1. THENCE ALONG THE EAST BOUNDARY OF PARK DRIVE, NORTH 08°27'48" EAST, 580.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 72; SOUTH 08°27'48" WEST, 157.30 FEET;
2. THENCE LEAVING SAID CORNER, SOUTH 08°27'48" WEST, 157.30 FEET;
3. THENCE SAID SOUTHWESTERLY CORNER OF SAID LOT 72, SOUTH 08°27'48" WEST, 157.30 FEET;
4. THENCE SOUTH 11°02'28" WEST, 122.84 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 72;
5. THENCE SOUTH 11°02'28" WEST, 112.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 72;
6. THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 39°02'21" WEST, 282.24 FEET TO THE BEGINNING OF A 55.45-FOOT RADIUS CURVE TO THE RIGHT, CENTERED SOUTH AND WESTERLY, BEHAVING NORTH 39°02'21" WEST, 282.24 FEET; AN ARC LENGTH OF 34.23 FEET (THE CHORD BEARS NORTH 39°02'21" WEST, 52.50 FEET TO THE POINT OF BEGINNING);
7. THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°49'07", AN ARC LENGTH OF 34.23 FEET (THE CHORD BEARS NORTH 39°02'21" WEST, 52.50 FEET TO THE POINT OF BEGINNING);
8. SAID PARCEL OF LAND CONTAINS 77,449 SQUARE FEET (1.778 ACRES), MORE OR LESS.

THE OWNER HEREBY CERTIFIES:  
 1. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 2. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 3. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 4. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 5. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 6. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 7. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 8. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 9. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.  
 10. THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY EASEMENT OR INTEREST.

SCOTT HOOPER, CHAIRMAN OF THE BOARD, COEUR D'ALENE  
 12-14-2017

**ACKNOWLEDGEMENT**

STATE OF IDAHO )  
 COUNTY OF KOOTENAI ) S.S.

ON THIS DAY OF December, IN THE YEAR OF 2017, BEFORE ME, Michael Hartman, A NOTARY PUBLIC, PERSONALLY APPEARED SCOTT HOOPER, KNOWN TO ME TO BE THE CHAIRMAN OF THE BOARD OF COEUR D'ALENE, IDAHO, WHO ACKNOWLEDGED THAT HE VOLUNTARILY EXECUTED THE SAME, AND THAT HE DULY AUTHORIZED THE INSTRUMENT ON BEHALF OF SAID COEUR D'ALENE.

NOTARY PUBLIC: Mark Hobbs  
 RESIDING AT: Sawtooth Valley, WA  
 MY COMMISSION EXPIRES ON: 6-20-23



**CITY COUNCIL APPROVAL**

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS 12 DAY OF December, 2017.

*Scott Hooper*  
 SCOTT HOOPER, CHAIRMAN

**CITY ENGINEER'S CERTIFICATE**

I HEREBY ATTEST THAT THE CITY ENGINEER'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET.

DATED THIS 19th DAY OF December, 2017

*Scott Hooper*  
 CITY ENGINEER

**COUNTY RECORDER'S CERTIFICATE**

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF SCOTT HOOPER, CHAIRMAN OF THE BOARD, COEUR D'ALENE, IDAHO ON THIS 19th DAY OF December, 2017, AT 11:00 O'CLOCK A.M. AND WAS DULY RECORDED IN PLAT BOOK 1, PAGE 218, 218A, INSTRUMENT NO. 2025307000.

*Scott Hooper*  
 COUNTY RECORDER

**PANHANDLE HEALTH DISTRICT CERTIFICATE**

PANHANDLE HEALTH DISTRICT CERTIFICATE

DATE: 12/19/17 HEALTH DISTRICT SIGNATURE: *Michael Hartman*

**COUNTY TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID.

THROUGH December 31, 2017  
 DATED THIS 19th DAY OF December, 2017.

*Scott Hooper*  
 COUNTY TREASURER

**COUNTY SURVEYOR'S CERTIFICATE**

I HAVE EXAMINED THE ABOVE PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE KNOTS, ANGLES, AND BEARINGS THEREON ARE CORRECT, AND THAT THE SAME HAVE BEEN WELL SURVEYED.

DATED THIS 21st DAY OF December, 2017.

*Michael Hartman*  
 COUNTY SURVEYOR



**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THE ABOVE PLAT AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE KNOTS, ANGLES, AND BEARINGS THEREON ARE CORRECT, AND THAT THE SAME HAVE BEEN WELL SURVEYED.

DATED THIS 21st DAY OF December, 2017.

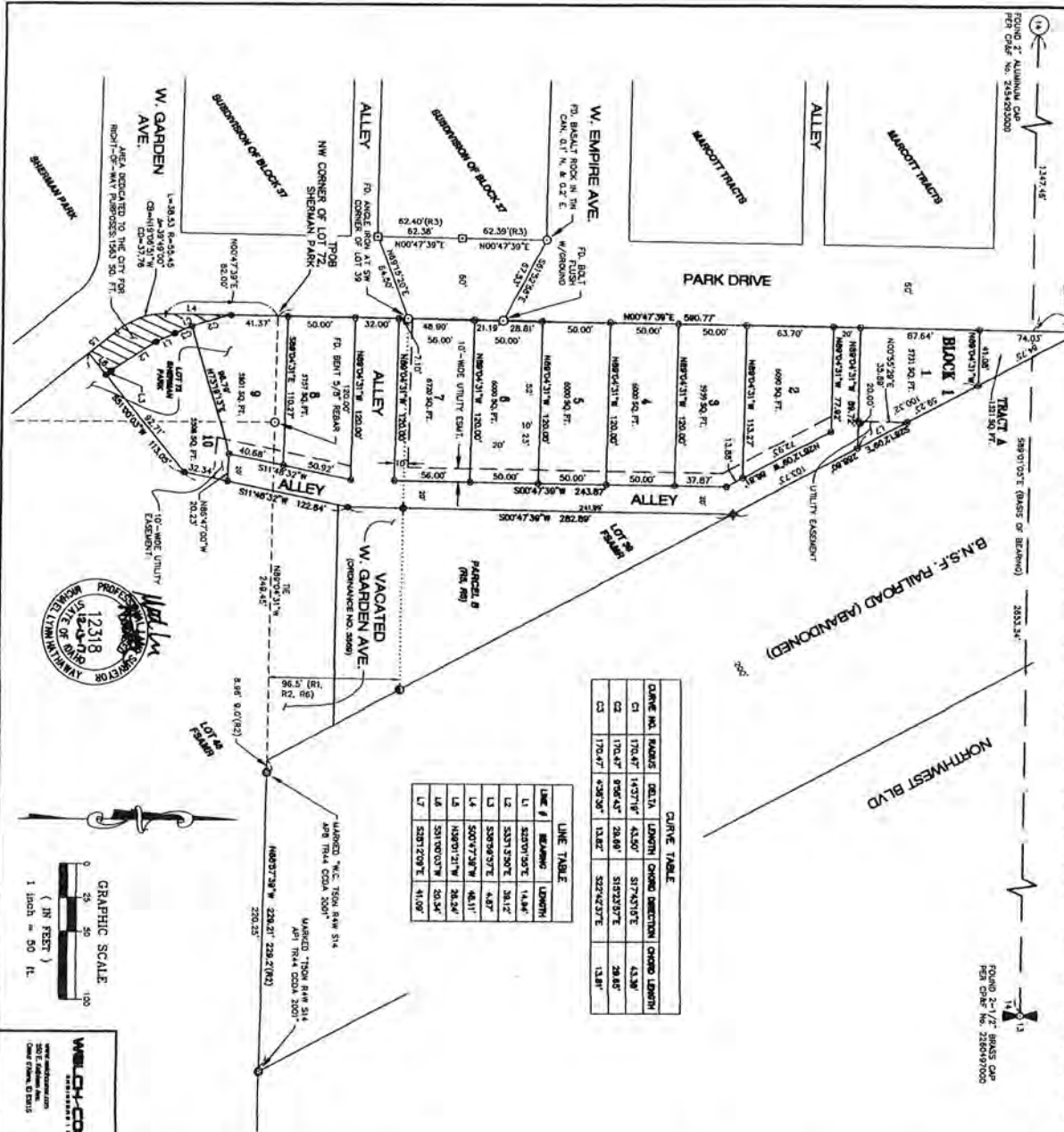
*Michael Hartman*  
 COUNTY SURVEYOR



 WELCH-CORNER SURVEYORS & SUBDIVIDERS 208-848-8832 208-848-9371 1412 S. MAIN ST. STE. 101 COEUR D'ALENE, IDAHO 83815	PARK DRIVE ADDITION IN THE E 1/2 OF SECTION 14, T. 50N., R. 4W., B.M., COEUR D'ALENE COUNTY, IDAHO	PRODUCT NO. 11000 PRINTED BY: WELCH-CORNER SURVEYORS & SUBDIVIDERS PRINTED IN: COEUR D'ALENE, IDAHO PRINTED DATE: 12-19-17 SHEET NO.: 3 OF 3

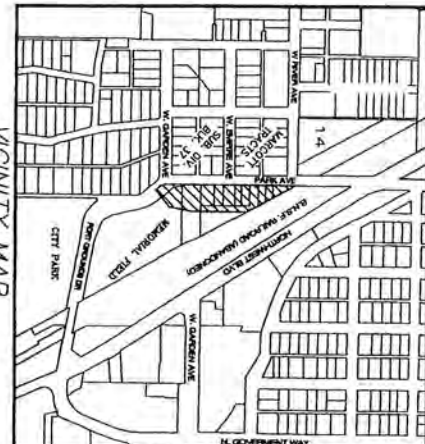
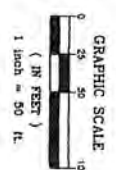
# PARK DRIVE ADDITION

A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CURVE NO.	POINTS	DELTA	LENGTH	CURVE DIRECTION	CURVE LENGTH
C1	175.47°	143.71°	43.00'	S17°45'10"E	43.00'
C2	175.47°	109.45°	28.60'	S10°23'07"E	28.60'
C3	175.47°	109.30°	13.82'	S22°42'57"E	13.81'

LINE #	BEARING	LENGTH
L1	S20°01'50"E	1.84'
L2	S33°15'50"E	26.12'
L3	S59°04'57"E	4.87'
L4	N89°01'21"W	96.31'
L5	N91°00'03"W	20.34'
L7	S28°12'09"E	41.00'



**LEGEND**

- SET 3/8" x 30" IRON WITH CAP MARKED WELSH CORNER PLS 12318
- WELSH CORNER PLS 12318 WITH CAP MARKED WELSH CORNER PLS 12318 WITH CAP MARKED PER CITY OF COEUR D'ALENE CODE 18.45.000 A STATE OF IDAHO CODE 50-1333
- FROM MONUMENT, AS NOTED
- FOUND 5/8" IRON WITH CAP MARKED TSC PLS 4184
- FOUND 1/2" IRON DIAMETER IRON PIPE
- FOUND 3/4" IRON DIAMETER IRON PIPE
- FOUND 3-1/4" ALUMINUM CAP BULB MONUMENT CORNER PLS 12318
- FOUND 3-1/4" ALUMINUM CAP BULB MONUMENT CORNER PLS 12318
- FOUND 3-1/4" ALUMINUM CAP BULB MONUMENT CORNER PLS 12318

**NOTES**

1. SHOULD THE INSURANCE COMPANY COMMENT NO. 10004, EFFECTIVE 1/1/2018, BE APPLIED TO THIS PLAT?
2. ALL DISTANCES SHOWN ARE ENGLISH UNITS. UNLESS OTHERWISE INDICATED.
3. SEE SHEET 2 FOR BEARING ENCLAVES AND SETBACK LINES.

**BASIS OF BEARING**

GRID BEARING OF SOUTH 89°07' EAST BETWEEN FOUND MONUMENTS ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14, BASED ON THE DATUM CONVERSION SYSTEM OF 1983, NAD 83 (NAD 2011 ADJUSTMENT).

**REFERENCES**

- (1) PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVATION, BOOK 8, PAGE 133.
- (2) RECORDS OF KOOTENAI COUNTY, LAND-ACQUISITION SURVEY OF A PORTION OF THE FORT SHERMAN ABANDONED MILITARY RESERVATION BY THE CITY OF COEUR D'ALENE, RECORD NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (3) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (4) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (5) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (6) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (7) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (8) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (9) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.
- (10) CITY OF COEUR D'ALENE, INSTRUMENT NO. 258447000, RECORDS OF KOOTENAI COUNTY.

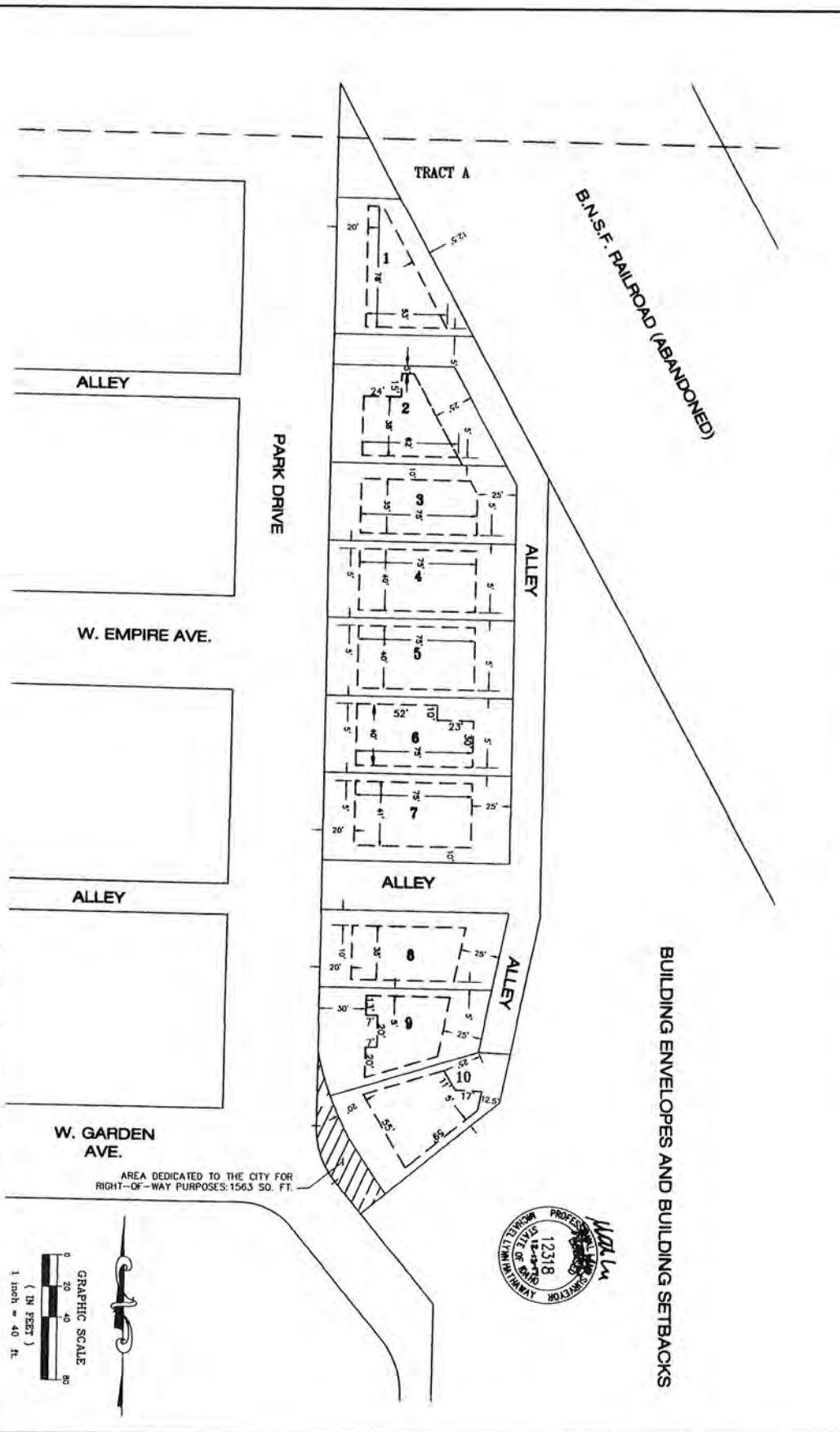
**PLAT OF**  
PARK DRIVE ADDITION  
IN THE E 1/2 OF SEC. 14,  
T.50N., R.4W., S.4M.,  
CO.4, KOOTENAI COUNTY, IDAHO

**1 OF 3**

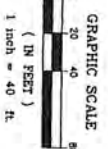
ESTIMATE NO. 211 25 311 4006  
PAGE 218

**PARK DRIVE ADDITION**  
 A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Sheet 1 of 3, Page 2184, 11/25/2005 3:41:00



BUILDING ENVELOPES AND BUILDING SETBACKS



AREA DEDICATED TO THE CITY FOR RIGHT-OF-WAY PURPOSES: 1563 SQ. FT.

**WELCH-COMMER**  
 CONSULTING ENGINEERS & ARCHITECTS  
 202 E. Lakeside Ave.  
 COEUR D'ALENE, IDAHO 83815  
 TEL: 208-665-4282  
 FAX: 208-665-4287  
 WWW.WELCH-COMMER.COM

**PLAT OF**  
**PARK DRIVE ADDITION**  
 IN THE E. 1/2 OF SEC. 14,  
 T. 50N., R. 4W., B.M.,  
 COEUR D'ALENE, IDAHO

PROJECT NO. 0504  
 DRAWN BY: J. L. M.  
 CHECKED BY: J. L. M.  
 DATE: 11/25/05  
 SHEET NO. **2 OF 3**

# 4

## City of Coeur d'Alene City-Licensed Tree Services 10-2018

### **All Seasons Tree Service**

9439 W Prairie Ave  
Post Falls, ID 83854  
208-488-6045  
Website: [allseasonstreeserviceid.com](http://allseasonstreeserviceid.com)

### **Associated Arborists**

1-866-863-TREE  
Associated Arborists  
P.O. Box 2971  
Hayden, ID 83835  
Email: [service@associatedarboists.com](mailto:service@associatedarboists.com)  
Website: [associatedarborists.com](http://associatedarborists.com)

### **Booth Arboriculture**

208-819-1082  
1421 E Borah Ave, Coeur d'Alene, ID  
83814  
Email: [arboritis@gmail.com](mailto:arboritis@gmail.com)

### **Bluebird Tree Care**

208-651-3959  
Coeur d'Alene, ID 83814  
email: [benlarsontree@gmail.com](mailto:benlarsontree@gmail.com)  
website: [www.bluebirdtreecare.com](http://www.bluebirdtreecare.com)

### **Don Taylor Contracting**

208-640-1951  
PO Box 1628, Coeur d'Alene, ID 83816  
email: [arborist100020@yahoo.com](mailto:arborist100020@yahoo.com)

### **Grace Tree Service**

208-762-5800  
1860 W. Hayden Avenue, Hayden, ID  
83835  
email: [gracetreeservice@frontier.com](mailto:gracetreeservice@frontier.com)  
website: [www.gracetreeservice.com](http://www.gracetreeservice.com)

### **Greenleaf Landscaping**

509-536-2885  
PO Box 13411, Spokane, WA 99213  
email: [admin@greenleafwa.com](mailto:admin@greenleafwa.com)  
website: [www.greenleafwa.com](http://www.greenleafwa.com)

### **Jacobson Tree Service**

208-765-6721  
PO Box 159, Coeur d'Alene, ID 83816  
email: [danjacobson@roadrunner.com](mailto:danjacobson@roadrunner.com)

### **Northwest Plant Health Care A Division of Bartlett Tree Experts**

208-687-2884 , 509-892-0110  
11120 E Empire Ave #3  
Spokane Valley, WA 99206  
email: [spokaneoffice@bartlett.com](mailto:spokaneoffice@bartlett.com)  
website: [www.bartlett.com](http://www.bartlett.com)

### **Out on a Limb Tree Service**

208-582-2330  
PO BOX 610, Plummer, ID 83851  
email: [outonalimbidaho@gmail.com](mailto:outonalimbidaho@gmail.com)  
website: [www.outonalimbidaho.com](http://www.outonalimbidaho.com)

### **RootsUp Plant Health Care**

208-967-0428  
PO BOX 305  
Post Falls, ID 83877  
email: [gwhite@rootsup-phc.com](mailto:gwhite@rootsup-phc.com)  
website: <https://rootsup-phc.com>

### **Scotty's Tree & Landscape Service**

509-385-6420  
921 E Gilbert Ave, Coeur d'Alene, ID 83815  
email: [climberman@frontier.com](mailto:climberman@frontier.com)

### **Senske Lawn & Tree Care**

208-772-0922  
10269 N. Taryne, Hayden, ID 83835  
website: [www.senske.com](http://www.senske.com)



### **Specialty Tree Services, Inc**

208-667-2128  
PO Box 1373, Coeur d'Alene, ID 83816  
email: [ken@specialtytree.com](mailto:ken@specialtytree.com)  
website: [www.specialtytree.com](http://www.specialtytree.com)

### **Sun Valley Tree Service**

208-687-2400  
PO Box 585, Coeur d'Alene, ID 83816  
email: [paul@sunvalleytreeservice.com](mailto:paul@sunvalleytreeservice.com)  
website: [www.sunvalleytreeservice.com](http://www.sunvalleytreeservice.com)

#5

**Opinion of Oak tree condition: Park drive lot 9, Coeurd'Alene, ID**

Ken Roberge <ken.roberge8733@gmail.com>

From: Ken Roberge Sent: Sunday, January 6, 2019 9:30 AM

To: angelofmercy2@gmail.com

Subject: Opinion of Oak tree condition: Park drive lot 9, Coeurd'Alene, ID

Roger and Joanne Wing  
728 E Sherman Ave Apt 204  
Coeurd'Alene, ID 83814

Upon reviewing the oak tree at the noted address, I noticed multiple exterior cracks on the main trunk which were oozing a dark liquid. Further study of the size and structure of the tree along with years of experience suggested that the tree was structurally hazardous.

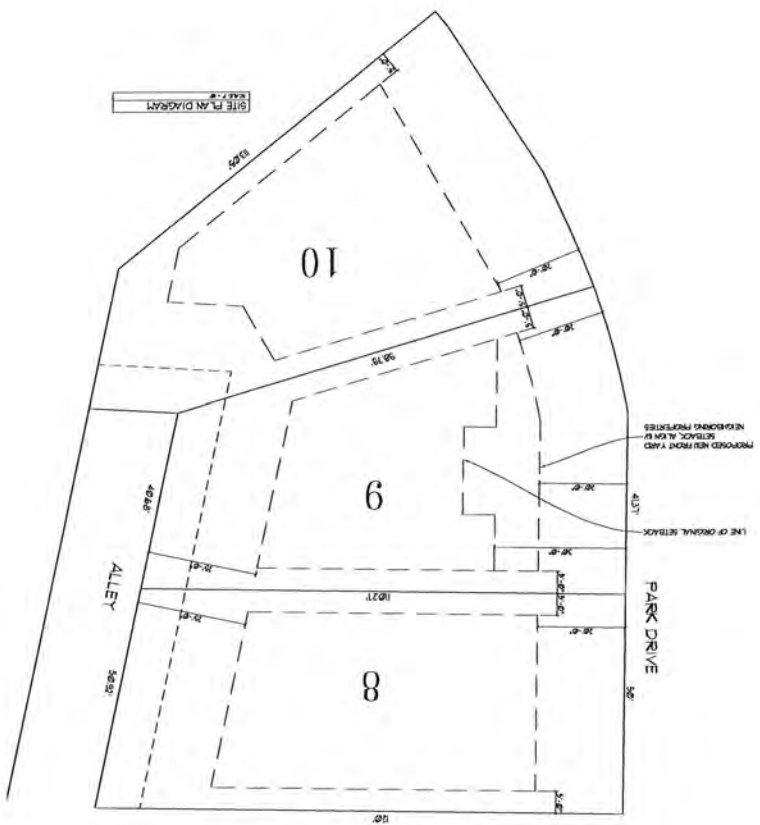
Since a home was going to be built in close proximity to tree, I recommended the tree be removed for safety reasons.

Upon removal, the interior cross section of the tree verified this diagnosis. This section looked like a radial "spider web" design from the center to the exterior of the trunk.

Please let me know if I can be of further assistance on this matter.

Ken Roberge  
Specialty Tree Services  
ISA Certified Arborist RM-0194A

#6



SITE PLAN DIAGRAM

A1.0

LOT 9 - PARK DRIVE  
 SITE PLAN DIAGRAM

DATE	DESCRIPTION
10/15/20	ISSUED FOR PERMIT
08/15/20	REVISED PER COMMENTS
07/15/20	ISSUED FOR PERMIT
06/15/20	REVISED PER COMMENTS
05/15/20	ISSUED FOR PERMIT
04/15/20	REVISED PER COMMENTS

PROJECT INFORMATION  
 PROJECT NAME: LOT 9 - PARK DRIVE  
 PROJECT ADDRESS: 1234 PARK DRIVE  
 PROJECT CITY: DENVER, CO  
 PROJECT STATE: COLORADO



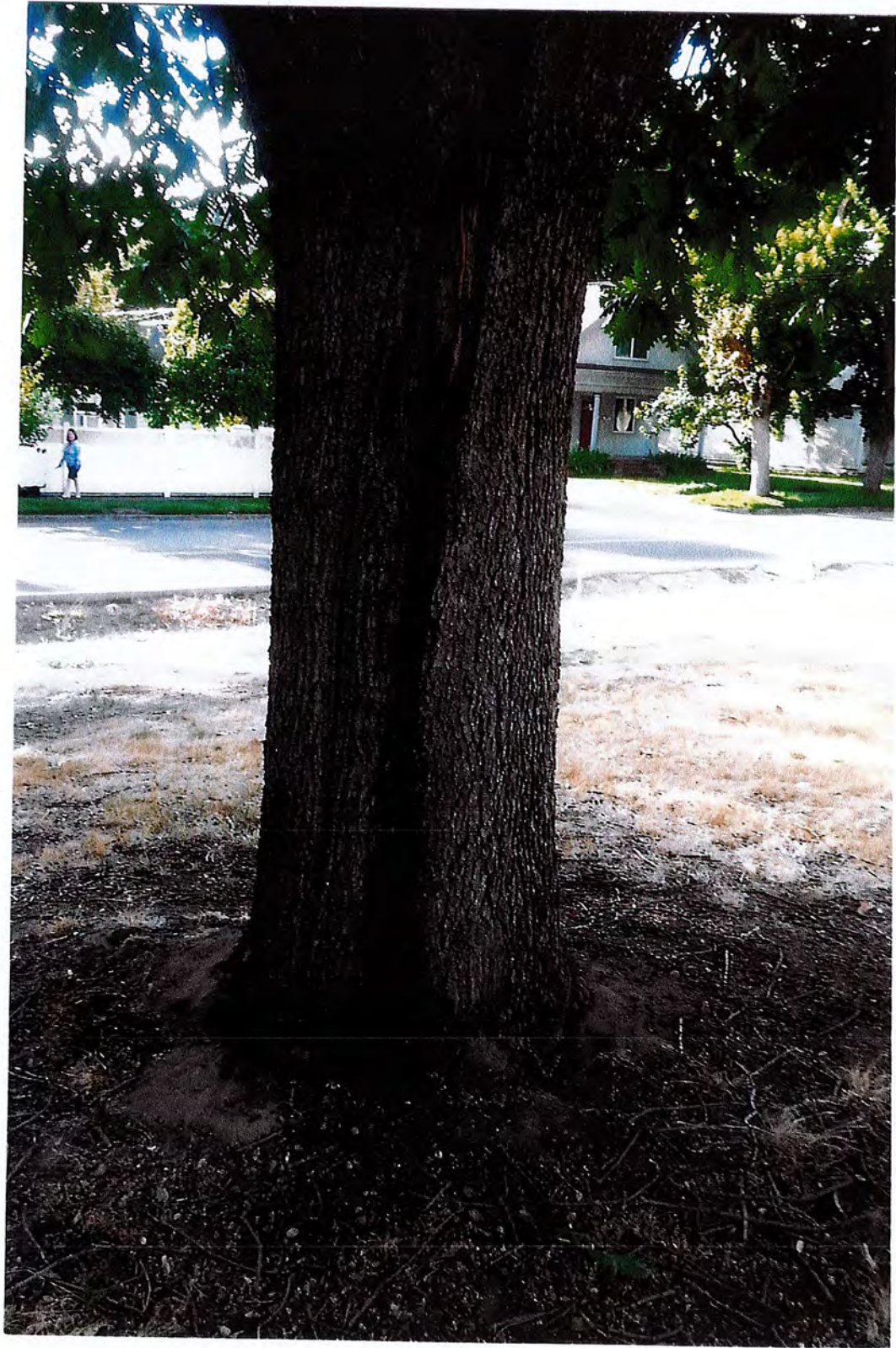
DATE	DESCRIPTION
10/15/20	ISSUED FOR PERMIT
08/15/20	REVISED PER COMMENTS
07/15/20	ISSUED FOR PERMIT
06/15/20	REVISED PER COMMENTS
05/15/20	ISSUED FOR PERMIT
04/15/20	REVISED PER COMMENTS















## Pricing Information

	A Reforestation Donation is graciously accepted in any amount	Any
	Donation of tree only (no plaque) & Hold Harmless Agreement	\$500
	Donation of tree with 5"x7" plaque & Hold Harmless Agreement	\$1000
	Donation of tree with 7"x10" plaque & Hold Harmless Agreement	\$1500
	Donation of tree with 5"x7" plaque & Replacement Package	\$2000
	Donation of tree with 7"x10" plaque & Replacement Package	\$2500

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Amount Enclosed \_\_\_\_\_

Reforestation Donation \_\_\_\_\_

Preferred Park \_\_\_\_\_

Preferred Tree Species \_\_\_\_\_

**Plaque** (If applicable)

TREE NAME WILL APPEAR HERE

In Memory of or Donated by

\_\_\_\_\_  
\_\_\_\_\_

(Maximum Characters)

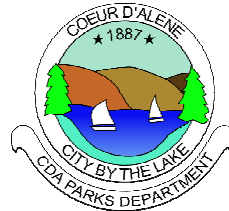


**City of Coeur d' Alene Parks Department**

710 E. Mullan

Coeur d'Alene, ID 83814

Phone: 208-769-2266



**City of Coeur d' Alene  
Parks Department**

710 E. Mullan

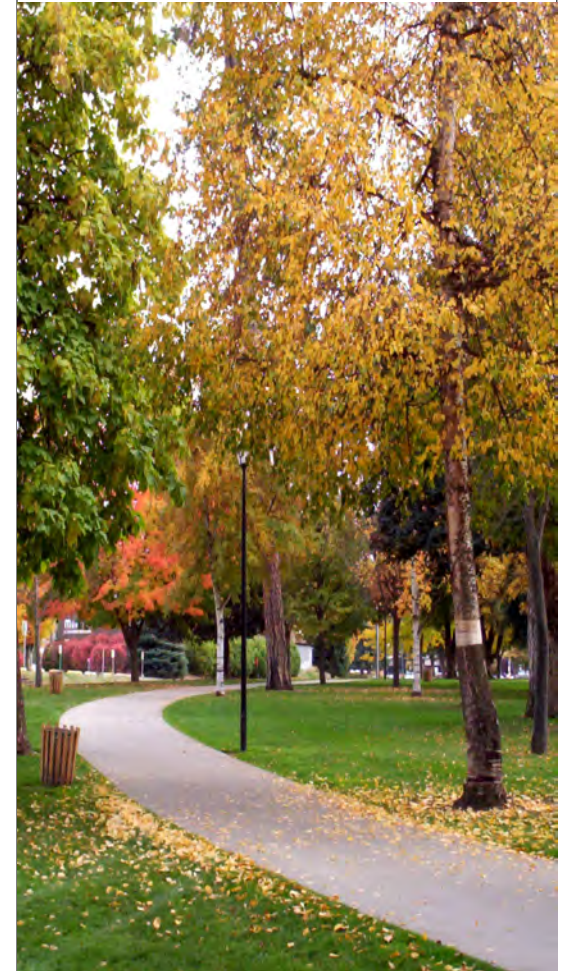
Coeur d'Alene, ID 83814

Phone: 208-769-2266

Fax: 208-769-2383

E-mail: karenh@cdaid.org

## Planting for the Future



City of Coeur d'Alene  
Parks Department



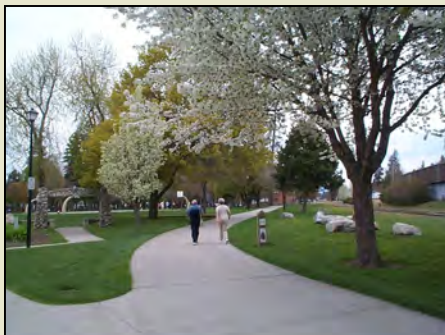
## City Trees A Benefit to the Community

A Donation made to the Reforestation Account to purchase and maintain city trees benefits the entire community.

Besides making for an attractive and welcoming community, city trees provide many benefits including:

- Reducing air pollution
- Increasing oxygen in the air
- Reducing storm water runoff and the possibility of flooding
- Buffering noises
- Providing habitat for wildlife
- Providing shade in our parks and over our city streets
- & Much More!

A donation can be made in any amount to support many healthy trees within the City of Coeur d'Alene. One of the ways to contribute is through the Donation and Memorial Tree Program.



## Donation and Memorial Tree Program

### *A Living Gift*

### Tree Species Information

There are many wonderful types of trees of different shapes, sizes, and colors that thrive in the northwest. When choosing a tree, special considerations should be made including site conditions and space. Not all parks in Coeur d'Alene have room for new trees. Please see park locations list for more information. For tree species information please contact the City's Urban Forestry Department at 769-2266.



### Tree Planting

A Parks Department crew will plant your tree. If you would like to help with the planting, or just be present, a planting date and time can be arranged.



### Park Locations

Donation and Memorial trees can be placed in the following parks. An asterisk (\*) designates the parks in which a plaque can also be installed.

Bluegrass Park*	North Pines Park
Bryan Playfield*	Ramsey Park
Canfield Complex	Shaddock Park
CDA Soccer Complex*	Sunset Park*
Cherry Hill Park	Sunshine Meadows*
Legacy Place Park*	Winton Park

### Plaque Information

Plaques are made of bronze and display the type of tree plus memorial or donation information. Plaques come in two sizes - 5"x 7" and 7"x 10". Plaques can only be placed in specified parks, please see the park listing, above.



### Hold Harmless Agreement

A hold harmless agreement acknowledges that the City cannot be responsible for vandalism, damage, or loss of donated trees and/or plaques. For an increased amount, the City will include the future replacement of vandalized, damaged, or replacement of a lost tree and/or plaque.

*Your generous gift to Coeur d'Alene's  
Urban Forest is Appreciated!*



Please see donation form on reverse side





## **Park Drive Addition, Lot 9 Building Envelope Modification Request**

**OWNERS:**

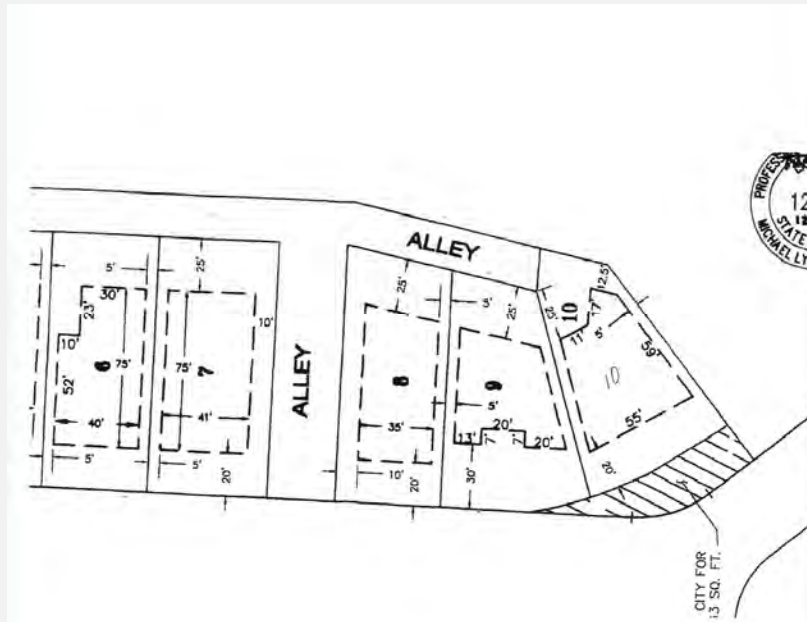
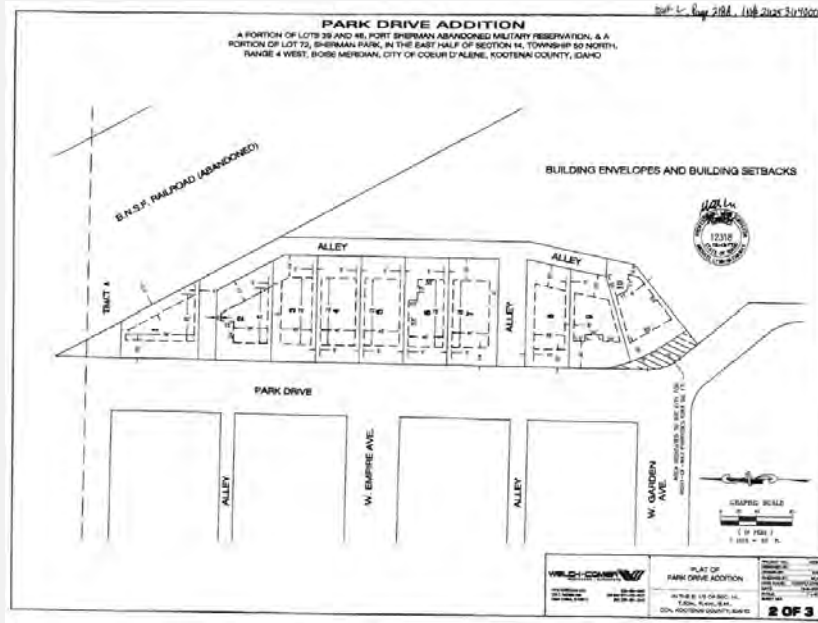
Roger and Joanne Wing

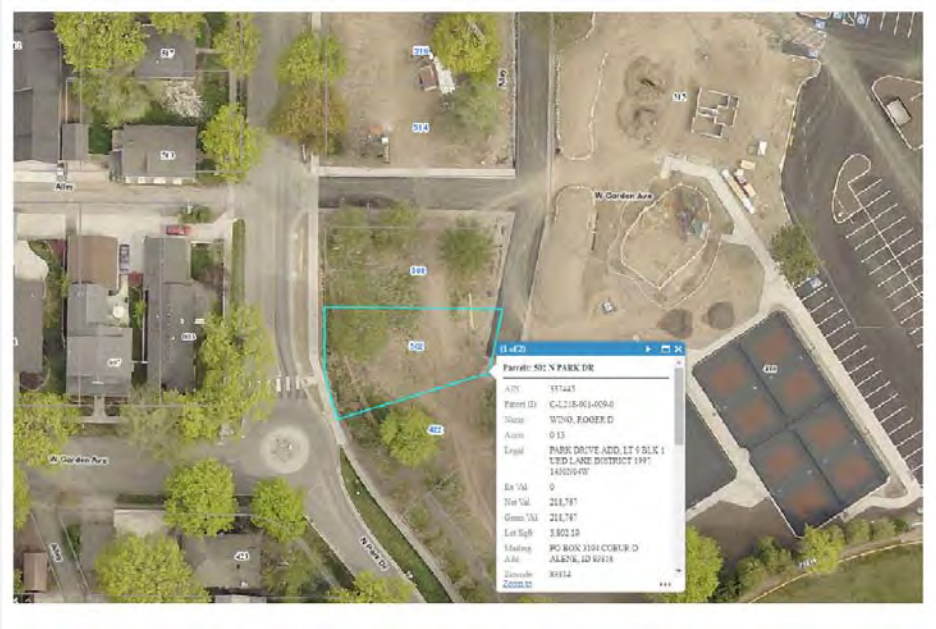
**SUBJECT:**

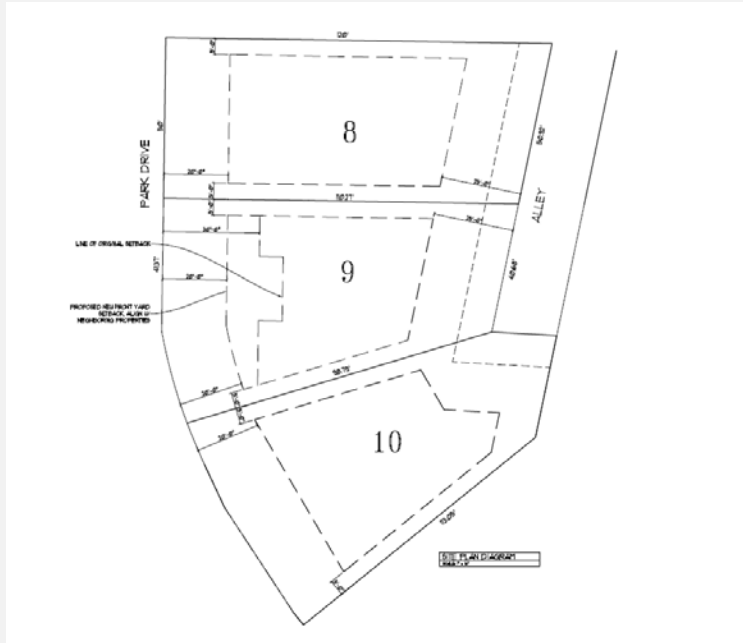
Building Envelope Modification Request and Donation of \$500 to Urban Forestry Fund for a Replacement Tree

**LOCATION:**

Park Drive Addition, Lot 9







Pricing Information		
A	Reforestation Donation is graciously accepted in any amount	Any
	Donation of tree only (no plaque) & Hold Harmless Agreement	\$500
	Donation of tree with 5"x7" plaque & Hold Harmless Agreement	\$1000
	Donation of tree with 7"x10" plaque & Hold Harmless Agreement	\$1500
	Donation of tree with 5"x7" plaque & Replacement Package	\$2000
	Donation of tree with 7"x10" plaque & Replacement Package	\$2500

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Amount Enclosed \_\_\_\_\_  
 Reforestation Donation \_\_\_\_\_

Preferred Park \_\_\_\_\_  
 Preferred Tree Species \_\_\_\_\_

**Planting for the Future**

City of Coeur d'Alene  
Parks Department

## Park Drive Addition, Lot 9 Building Envelope Modification Request

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve a modification to the Park Drive Addition, Lot 9 building envelope and reduced front yard setback of 20 feet to be consistent to other lots in the subdivision due to extenuating circumstances related to the removal of an oak tree on private property.

Staff supports this request for a building envelope modification and the one-time good faith donation of \$500 to the Urban Forestry fund for a replacement tree.

## CITY COUNCIL STAFF REPORT

**DATE:** February 5, 2019  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** TDS Metrocom Fiber Optic Service Proposal

=====

### **DECISION POINT:**

Should the City Council direct staff to pursue negotiations with TDS Metrocom for the installation of a high-speed fiber optic cable network in the city of Coeur d’Alene?

### **HISTORY:**

TDS is a Madison, Wisconsin based telecommunications company that has approached the City with a proposal to install and operate a fiber optic cable network in the City. The benefits would include up to 1 gigabyte internet speed to subscribers and increased competition among internet providers resulting in lower monthly costs for citizens. TDS is proposing to enter into a Development Agreement with the City where it agrees to pay the City a 5% annual franchise fee. TDS then wants the City to pay to TDS a “Development Grant” in an amount equal to 50% of the annual franchise fees paid by TDS to the City up to a total of \$1,000,000. The money paid by the City would only be owed from the money paid by TDS as franchise fees.

### **FINANCIAL ANALYSIS:**

TDS has proposed an agreement that would require the City to pay it an amount equal to 50% of the amount of the annual franchise fees paid by TDS, up to a total of \$1,000,000 for the life of the agreement. In exchange, TDS would build and operate the fiber optic network. There is no other cost to the City. TDS has claimed that rates for internet subscribers will be lower than the rates currently charged by existing internet providers in Coeur d’Alene.

### **DECISION POINT/RECOMMENDATION:**

Staff recommends that City Council direct staff to continue negotiations with TDS, and/or any other qualified telecommunications company, regarding the construction and operation of a 1 gigabyte fiber optic cable network in the City.



## Fast Facts

Fortune 1000™ company

6 million customers nationwide

Founded in 1969

Traded on the New York Stock Exchange

Ticker symbols: TDS, USM

At TDS, our mission is to provide outstanding communications services to our customers and meet the needs of our shareholders, our people and our communities.

### Our Companies

#### Wireless



- Unmatched benefits and industry-leading innovations designed to elevate the customer experience
- J.D. Power and Associates Customer Champion
- 4.8 million customers in 23 states

[uscellular.com](http://uscellular.com)

#### Hosted and Managed Services



- Hybrid IT solutions for mid-market and enterprise-sized companies
- Cloud and hosting solutions, ReliaCloud® enterprise cloud services, managed services, ERP application management, professional services, IT hardware
- Tier 3 data centers in Arizona, Colorado, Iowa, Oregon, Minnesota, and Wisconsin

[oneneck.com](http://oneneck.com)

#### Wireline



- Residential services including 1 Gig Internet access, IPTV service, cable TV options, and traditional wireline services
- Business solutions including VoIP (*managedIP* Hosted voice), high-speed Internet, fiber optics, data networking, and hosted-managed services
- 1.2 million connections in more than 150 rural, suburban, and metropolitan communities

[tdstelecom.com](http://tdstelecom.com)  
[tdsbusiness.com](http://tdsbusiness.com)

#### Cable

- Residential and commercial video, high-speed Internet, voice, and data services
- Providing service in Arizona, Colorado, Nevada, New Mexico, Utah, and Texas

[helloTDS.com](http://helloTDS.com)



- Residential and commercial broadband, fiber, video, and voice services in central Oregon
- TV programming and advertising services through Zolo Media

[bendbroadband.com](http://bendbroadband.com)  
[zolomedia.com](http://zolomedia.com)



# We're investing to build our businesses for the long term, and returning value to our shareholders.

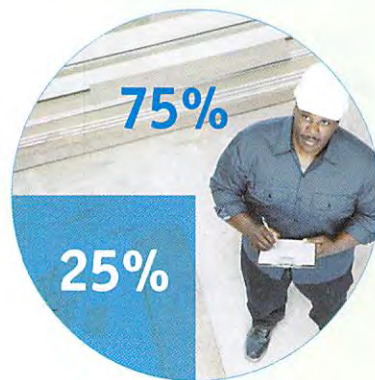
## Capital Allocation Strategy

### Investing for our future

Over the next several years, we expect to allocate approximately 75 percent of our available resources to build and strengthen our cable and hosted and managed services businesses through attractive acquisition opportunities.

### Returning value to our shareholders

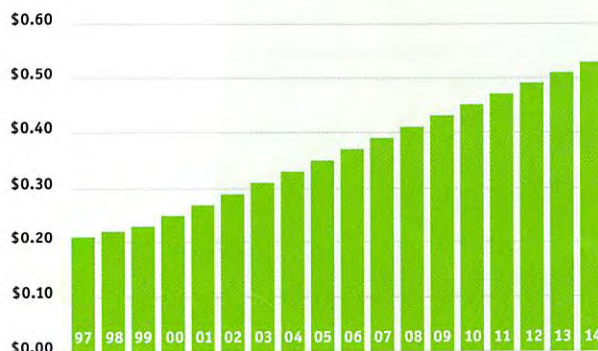
At the same time, we plan to return approximately 25 percent of our available resources to our shareholders, through cash dividends and share repurchases.



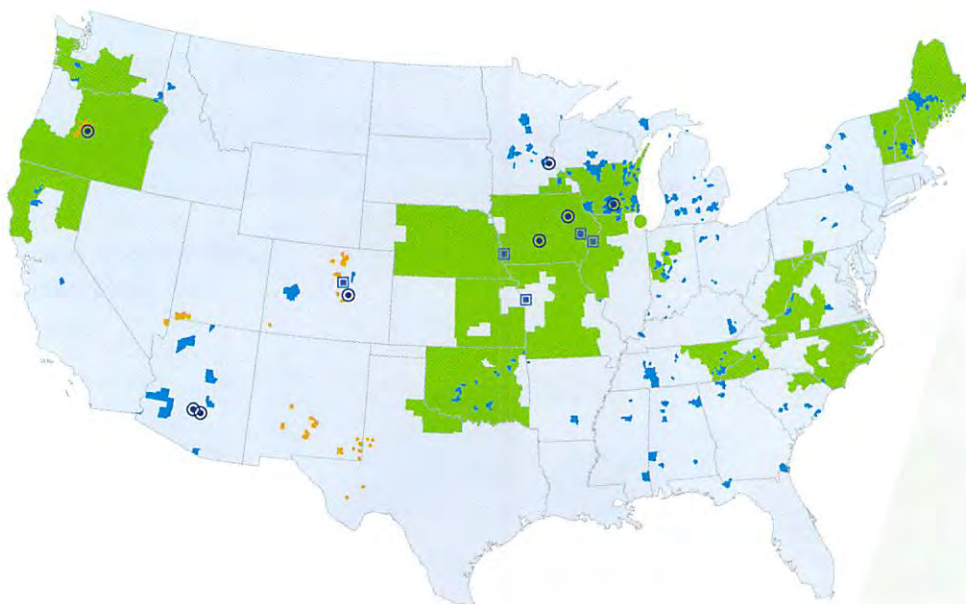
## TDS Annual Dividend Per Share

### 41 years of consecutive dividend increases

We are proud to have increased our annual dividend for 41 consecutive years—an achievement accomplished by only a handful of companies.



## Serving Customers Nationwide



- Telephone and Data Systems headquarters, Chicago
- U.S. Cellular operations
- TDS Telecommunications Corp. wireline operations
- OneNeck IT Solutions
  - ⊙ Data center
  - ⊠ Sales office
- Cable operations





## TDS Gets Aggressive, Plans to Overbuild Charter, Frontier with Fiber Broadband

4/27/18 at 12:43 PM by [Bernie Arnason](#)



TDS is flexing some fiber broadband muscle, with announcements today that the carrier intends to overbuild two Wisconsin communities with fiber. Both communities, Oregon and McFarland, are suburbs of Madison, Wisc. and both are currently served by Frontier and Charter, according to a TDS spokesperson.

The overbuild plans are part of a larger TDS fiber expansion in the Madison market, which is home base for TDS. The company will also bring gigabit capable fiber broadband to five additional districts in the city, targeting the business community.

“Advanced communication services, with fiber-to-the-home installations, create unlimited potential for the Internet of Things,” said Jim Butman, president and CEO of TDS, in a press release.

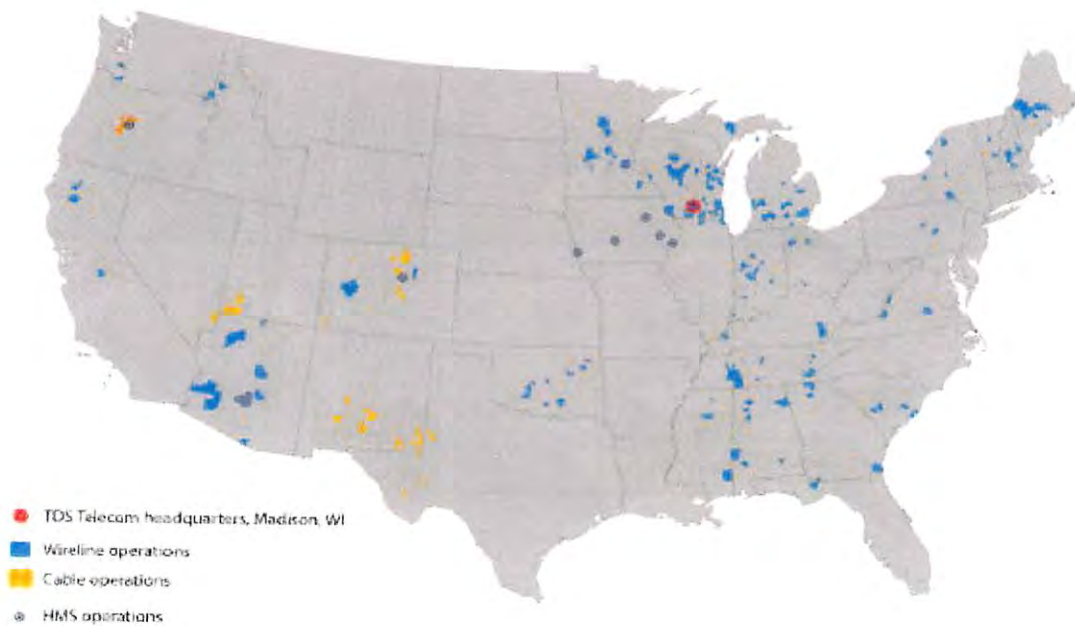
### **TDS Overbuild**

TDS approached both Oregon and McFarland, with a plan to overbuild those communities with fiber. All the parties negotiated and agreed to a plan, and construction is now underway. McFarland and Oregon are growing Madison suburban communities, with populations of 8,200 and 9,700 respectively.

“TDS approached these cities one at a time, obtained agreements for right of way and permitting to help us launch faster,” the company spokesperson tells Telecompetitor. The company will offer a triple play bundle, including gigabit broadband and TDS TV, their IPTV platform. Business customers will gain access to TDS managedIP, their hosted VoIP platform.

“The Village Board for years has specifically targeted the development of a fiber optic network in the community as one of its key objectives, said McFarland Village Administrator Matt Schuenke in a [press release](#). We finally have that opportunity at our doorstep with TDS as a partner.”

Frontier and Charter are the incumbent providers in these communities. A quick web check found Frontier offering broadband at up to 24 Mbps, with Charter offering much faster speeds of up to 400 Mbps.



TDS Network Footprint (Source: TDS)

TDS continues to be opportunistic with these expansion plans. They recently launched similar services in nearby Sun Prairie, Wisc., through an acquisition of the municipal utility's broadband network. They also recently acquired nearby cable company Merimac Communications.

It's part of a broader strategy of finding pockets of growth and expansion throughout the U.S., mainly through acquisition. But as TDS CFO Vicki Villacrez outlined **last month**, that strategy now includes overbuilding communities close to TDS incumbent territories.



# TDS Announces Another Fiber Overbuild Market

7/10/18 at 9:52 AM by [Bernie Arnason](#)



TDS has spotted another fiber overbuild opportunity and will bring FTTH to the community of Windsor, Wis. the carrier announced yesterday. The move highlights an ongoing fiber overbuild strategy for the rural broadband carrier to opportunistically expand its broadband reach in several markets across the country.

TDS plans to offer gigabit capable FTTH broadband service in this new market, taking on incumbent provider Charter. The project is expected to be completed in 2019. TDS offers similar services in nearby Sun Prairie, Wis., through an acquisition of the municipal broadband network there.

"This is a full, fiber-to-the-home deployment, not just a fiber-rich network, and it offers huge benefits, for both residents and area businesses," says Jim Butman, president and CEO of TDS in a [statement](#).

TDS is quite busy with fiber upgrades in its home state of Wisconsin. The carrier has announced similar plans in the Wisconsin communities of [McFarland](#), [Oregon](#), and [DeForest](#). TDS is also bringing business-focused fiber broadband to several areas in the capitol of Madison.

Beyond fiber broadband markets, TDS is also upgrading many of their cable broadband properties, [offering speed tiers](#) of 600 Mbps.

## TDS to spend \$60M to expand existing, out-of-territory fiber builds

---

by [Sean Buckley](#) | Feb 26, 2018 8:12am

TDS Telecom is looking to further its fiber expansion strategy within and outside its traditional wireline territory this year following the success of an initial build in Wisconsin from its acquisition of [Sun Prairie Utilities](#), a regional fiber provider.

The telco is earmarking \$60 million to fund these new fiber expansions inside and outside its wireline footprint throughout 2018.

By using three sets of contractors that were working around the clock, the Sun Prairie, Wisconsin FTTH network was completed only 140 days after TDS acquired SPU fiber network. TDS is offering residential customers internet speeds up to 1 Gbps as well as its TDS TV service.

Vicki Villacrez, SVP of finance and CFO of TDS Telecom, told investors during its fourth-quarter earnings call that the telco will continue to look for opportunities to expand the fiber network outside its traditional territory.

“After a successful trial overbuild in Sun Prairie, Wisconsin, which is adjacent to our existing wireline footprint, we are moving forward with plans to bring fiber to additional markets that have attractive demographics and strong brand awareness,” Villacrez said during the earnings call, according to a Seeking Alpha earnings [transcript](#).

Additionally, the service provider is going to leverage funding from the FCC’s Alternative-Connect America Cost Model (A-CAM) and state grants to accelerate build schedules to meet program requirements to bring more fiber into rural parts of its territory.

“A-CAM along with the state broadband program will enable us to drive fiber even deeper into our network, increasing this metric over time,” Villacrez said. “A-CAM will directly benefit about 21% of our wireline footprint.”

### **FTTH, copper bonding strengthens broadband**

A key element of TDS Telecom’s broadband growth strategy is to leverage fiber and copper bonding to enhance broadband reach and speeds across its wireline and cable footprint.

By upgrading these networks, this allowed TDS Telecom to maintain broadband growth and increase IPTV connections and wireline residential revenues.

“By the end of 2017, we had deployed fiber to the home to 24% of ILEC service addresses,” Villacrez said. “To further strengthen our broadband offerings, we deployed copper bonding technology to an additional 26% of our ILEC service addresses, which enables broadband speeds of up to 50 Mbps.”

The broadband expansion and IPTV efforts helped drive up overall fourth-quarter wireline revenues.

“Residential revenues increased 1%, due primarily to continued growth within the broadband product mix as well as growth from IPTV connections,” Villacrez said. “Partially offsetting this growth is a decrease in ILEC residential voice connections, which ticked up to 6% in the quarter as we are seeing stronger cable competition in our copper markets.”

### **IPTV, broadband bundles reduce churn**

As seen by other telcos such as CenturyLink, TDS Telecom bundles IPTV and high-speed broadband to drive higher penetration in these markets.

In 2017, IPTV connections grew 7% and the telco added 3,300 connections as the IPTV markets reach 30% penetration levels.

TDS said that 90% of its IPTV customers are on triple-play bundles and the churn on these bundles continues to remain very low.

“Our IPTV product called TDS TV is an important offering that leverages our high-speed network, improves ARPU and reduces churn,” Villacrez said. “We have launched TDS TV and offer up to 1 gig broadband speeds in 29 markets, enabling 210,000 service addresses, which is roughly 28% of our total footprint.”

From a broadband speed perspective, Villacrez noted that residential customers are purchasing higher-speed services in its fiber and copper markets.

“The residential customers continue to choose higher speeds of up to 1 gig in our fiber market and approximately 25% of all customers are now taking 50 megabit services or greater,” Villacrez said. “That’s compared to 20% a year ago, driving a 4% increase in average residential revenue per connection.”

Here's a breakdown of TDS Telecom's key metrics:

**Wireline:** TDS Telecom's total wireline revenue was \$175 million, up 1% year over year due to gains in residential and wholesale services. Residential revenue rose 1% to \$79 million while wholesale rose 9% to \$48 million. However, commercial revenue declined 7% to \$48 million as a result of TDS Telecom transitioning away from serving customers on its on-net fiber and copper-based circuits.

**Cable:** Driven by gains in broadband subscribers and demand for higher speeds, TDS Telecom's cable unit reported revenues rose 10% to \$54 million. Within this group, residential revenue was \$44 million, up 16%. However, commercial cable revenues declined 8% to \$10

million. During the quarter, the company added 12,800 connections and 24,000 service addresses.

**HMS:** HMS continued to see struggles in the fourth quarter as overall revenue dipped 22% to \$48 million. The company reported that equipment and services sales declined 5% and 37% to \$27 million and \$21 million, respectively.

**Telephone & Data Systems financials:** TDS Telecom's parent company Telephone and Data Systems reported total operating revenues of \$1.31 billion for the fourth quarter of 2017, up from \$1.29 billion for the same period a year ago. Net income available to TDS common shareholders and related diluted earnings per share were \$287 million and \$2.54, respectively, for the fourth quarter of 2017.



## TDS Gigabit Launched in Former Municipal Broadband Market

9/27/17 at 10:53 AM by [Carl Weinschenk](#)



TDS gigabit broadband service will be available soon in parts of Sun Prairie, Wisconsin only 140 days after the carrier acquired Sun Prairie (WI) Utilities. TDS will begin rolling out fiber-to-the-home to support broadband, video and voice service this week at pre-registered homes in the area.

“We reached this landmark so quickly because of the commitment and dedication of our employees, vendors, and contractors, as well as the outpouring of response from the people of Sun Prairie,” said Jim Butman, chief operating officer at TDS in a [press release](#). “We’re thrilled to start installations and get this world-class technology in homes and businesses for people to enjoy.”

### TDS Gigabit

TDS broke ground in Sun Prairie in May. Neighborhoods in the expansion footprint had to meet a registration goal to guarantee a buildout, TDS said. Twenty-two of 24 neighborhoods did so by the deadline. Homes in those areas can receive special offers if they register before the neighborhood launches.

TDS will call residential customers one or two weeks in advance to schedule installations. Business installs will start next month.

TDS [acquired](#) the telecommunications assets of SPU in May. Sun Prairie is located just 20 miles east of TDS headquarters in Madison, WI.

TDS has made a number of acquisitions during the past few years. The goal seems to be to create clusters. Earlier this month, [TDS acquired K2](#), which is north of Denver. It is close to Baja Broadband, a larger cable operator that TDS acquired in [May of 2015](#). K2 serves the Mead market, which is about 10 miles away from existing TDS operations and about 30 miles north of Denver.

In August, TDS [acquired](#) Crestview Cable, which serves 21,000 in central Oregon. In 2014, TDS [acquired Bend Broadband](#), which serves areas adjacent to Crestview.



# PRODUCTS & PRICING

## 2-YEAR DISCOUNT GUARANTEE W/BUNDLE!

Save up to \$20/month  
for 2 years on qualified bundles!

### HIGH-SPEED INTERNET

<b>1Gig</b>	w/bundle	w/o bundle
1Gbps download/ ..... 400Mbps upload	\$70.00/mo. ....	\$75.00/mo.*
<b>Extreme600</b>	w/bundle	w/o bundle
600Mbps download/ ..... 400Mbps upload	\$50.00/mo. ....	\$55.00/mo.*
<b>Extreme300</b>	w/bundle	w/o bundle
300Mbps download/ ..... 300Mbps upload	\$35.00/mo. ....	\$40.00/mo.*

### NO DATA CAPS!

\*Price is a 24-month promotional rate.

### EQUIPMENT

Connected-Home DVR .....	FREE
Additional Set-top Box .....	\$8.00/ea./mo.
Wireless Gateway .....	\$6.95/mo.

### PHONE

#### Classic:

Unlimited local calls, 30 minutes/mo. long distance, Voice Mail, Caller ID, Call Waiting..... \$19.99/mo.

**Classic Unlimited:** Unlimited local and long distance, Voice Mail, Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, and more... \$24.99/mo.

### TDS TV®

#### Programming Packages:

**Basic:** 24+ digital TV channels ..... \$20.00/mo.

**Freedom:** 125+ digital TV channels ..... \$53.00/mo.

**Expanded:** 135+ digital TV channels ..... \$63.00/mo.

**Expanded Plus:** 191+ digital TV channels ..... \$78.00/mo.

High-Definition: added to any package ..... \$10.00/mo.

Features include: TV Everywhere programming, TDS TV Companion App, On-Demand selections

#### Premium Add-Ons:

HBO® ..... \$19.99/mo.

Showtime®/The Movie Channel® ..... \$17.00/mo.

Starz®/Encore..... \$14.00/mo.

Cinemax® ..... \$15.00/mo.

Latino ..... \$5.95/mo.  
(added to any programming package)

Sports Tier ..... \$10.00/mo.  
(requires a minimum of Freedom programming)

Disney On Demand ..... \$4.99/mo.  
(requires a minimum of Freedom programming)



Limited time offer. **2-Year Discount:** Offer valid for residential customers who complete a qualifying TDS bundle. **\$10/mo. discount:** Freedom, Expanded, or Expanded Plus TV, including Internet and/or phone service, must be a newly added service to qualify. Discount is for 24 consecutive months. After promotional period, standard rates apply. **\$20/mo. discount:** Freedom, Expanded, or Expanded Plus TV, including Internet and phone service, must be a newly added service to qualify. Discount is for 24 consecutive months. After promotional period, standard rates apply. **TDS TV:** Wireless set-top box signal quality/ range may vary depending on interference, obstructions, and home construction. If signal quality/range is not sufficient, a wired set-top box may be required. Maximum of five wireless set-top boxes allowed per account. Normal fees apply. All prices, packages and programming subject to change without notice. Some channels are not available in all areas. Sports programming is subject to in-market availability and blackouts. Distance and delivery technology limitations restrict the number of concurrent TV streams delivered to home; impacting the number of programs a customer can watch/record at the same time. Customer is responsible for applicable Video On Demand and Pay-per-view charges. Equipment provided by TDS must be returned upon termination of service or unreturned equipment charges will apply. Return shipping charges may apply. **Whole-Home Installation** includes installation of the Connected-Home DVR, wireless access point, and up to 5 wireless set-top-boxes. Installation charges may apply if additional set-top-boxes are needed and/or wired set-top-boxes are needed as determined by the technician at the time of installation. **Connected-home DVR** functionality requires DVR set-top-box and additional wired or wireless set-top-box. **Phone:** For residential customers. Requires TDS TV bundle. Service may be power dependent. Caller ID feature requires compatible phone or device. Long distance minutes are domestic for both Inter and IntraLATA. Domestic countries include the U.S., American Samoa, Guam, Northern Mariana Islands, U.S. Virgin Islands, and Puerto Rico. Minutes over the monthly allocation are billed at 10¢/min. Unlimited long distance is for residential voice service. Misuse (including auto-dialing, permanent call forwarding, three-way calling, and other non-residential uses) may result in immediate suspension, restriction, or service cancellation. Extended local calling minutes over the monthly allocation are billed at applicable rates. **High-Speed Internet:** Availability varies and speeds shown may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges shown are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including but not limited to: distance from switching locations, network equipment, delivery technology, and external/internal network conditions. In order to maximize Internet speeds above 100Mbps, a gigabit wired Network Interface Card (NIC) and/or a more advanced wireless NIC, preferably 802.11ac or higher is needed. No data caps - not available in all areas. A one-time handling fee may apply. Additional equipment may be required and charges may apply. A \$15 service charge will apply to existing customers who switch plans without increasing speed or adding qualifying service. Delinquent accounts may lose service. Certain services not available in all areas. Price may vary by serving area and is subject to change without notice. TDS Telecom®, TDS TV®, and TDS® are registered trademarks of Telephone and Data Systems, Inc. Copyright © 2018, TDS Telecommunications LLC. All Rights Reserved. 180243/5-18/10543

Menu ☰

# TDS Expanding Fiber Services To Stevens Point, Wis.

(<https://www.telecompetitor.com/tds-expanding-fiber-services-to-stevens-point-wis/>)

1/22/19 at 12:32 PM by Telecompetitor (<https://www.telecompetitor.com/author/telecompetitor/>)  
MADISON, Wis. (January 22, 2019)—The city of Stevens Point granted final approval to TDS Telecom's (TDS®) plan to install a high-speed fiber optic-network for residents within the city limits. The proposal, greenlit last week by the finance committee, received the city council's full support at Monday's open session. Construction on the approximately \$12-15 million network will begin this spring with the first customers connected in the fall.

"We couldn't be more pleased to be growing with Stevens Point," says Drew Petersen, senior vice president of Corporate Affairs at TDS. "It's a tech-savvy, forward-thinking community and we're confident residents will embrace the possibilities that world-class internet speeds will bring for entertainment, education, business, and even healthcare."

When completed, the network will deliver residential internet speeds up to one gigabit along with the company's full-featured TDS TV® and phone service. Area businesses can order up to one gigabit internet, dedicated fiber connections, and TDS' hosted VoIP business phone solution, managedIP. The project is expected to connect more than 8,200 Stevens Point homes and 900 businesses.

"When TDS approached us with this opportunity we quickly realized all of the potential benefits," says Mike Wiza, Mayor of Stevens Point. "Partnering with a Wisconsin company with a proven track record for success means residents will benefit from greater choice and faster internet speeds."

Stevens Point is located approximately 110 miles north of Madison and is the largest city in Portage County, with a population of about 27,000. Its home to a University of Wisconsin campus and is adjacent to the TDS-served communities of Mosinee, Junction City, and Vesper.

Residents and businesses interested in learning more about TDS products can visit [www.tdsfiber.com](http://www.tdsfiber.com). TDS launched similar state-of-the-art services in Sun Prairie, Wis. and is actively building fiber networks in the Dane County communities of Oregon, McFarland, Cottage Grove, Windsor, and DeForest.

"We're very committed to bringing advanced technology and service options to underserved communities," says Petersen. "Our investment in Stevens Point is certainly proof of that dedication and we look forward to being a strong community partner in the years to come."

TDS will be hiring for a variety of different positions in the area. Those interested in applying can watch for opportunities on the TDS Careers page in the coming months.

Press Release

([https://tdstelecom.com/about/news/categories/tds/TDS\\_expanding\\_to\\_Stevens\\_Point.html](https://tdstelecom.com/about/news/categories/tds/TDS_expanding_to_Stevens_Point.html))

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## Weston, Wis. to become latest TDS Fiber community

January 22, 2019

Search  
Newsroom



### Residents will receive gigabit internet speeds, TDS TV, plus business services

Village of Weston residents will soon have access to some of the fastest internet speeds in the country. On Monday the village board approved a development agreement with TDS Telecom (TDS®) to build a fiber network and deliver up to 1-gigabit internet speeds, TV, and voice services to the community.

According to the agreement, construction on the \$8-10 million project will begin in Weston's Tax Incremental District #1 and expand to the rest of the village. TDS expects to break ground in the spring and connect the first customers in fall.

When completed, more than 4,400 residential customers and 550 business customers within the village limits will have access to the new network.

"The entire village of Weston leadership team immediately understood the benefits of fiber technology and the potential it brings for residents," says Drew Petersen, senior vice president of Corporate Affairs at TDS. "From telecommuting and education, to entertainment and health care, world-class services are a real game changer."

Located adjacent to Wausau, the village of Weston is located approximately 140 miles north of TDS headquarters in Madison, Wisconsin. TDS has served central Wisconsin since 1967, with customers in nearby Mosinee, Junction City, and Vesper. TDS also just announced they will be building a fiber network in the city of Stevens Point.

Residents and businesses interested in learning more about TDS products can visit [www.tdsfiber.com](http://www.tdsfiber.com) (<http://www.tdsfiber.com/>). TDS launched similar state-of-the-art services in Sun Prairie, Wis. and is actively building fiber networks in the Dane County communities of Oregon, McFarland, Cottage Grove, Windsor, and DeForest.

TDS will be hiring for a variety of different positions in the area. Those interested in applying can watch for opportunities on the [TDS Careers page](https://tdstelecom.com/careers.html) (<https://tdstelecom.com/careers.html>) in the coming months.

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**Media Contact:** Missy Kellor | Associate Manager, Public Relations | TDS Telecom | 608-664-4836 | [missy.kellor@tdstelecom.com](mailto:missy.kellor@tdstelecom.com)

TDS Telecommunications LLC (TDS Telecom/TDS®) delivers high-speed internet, TV entertainment, and phone services to nearly 900 rural, suburban, and metropolitan communities across the U.S. With more than 1.2 million connections, TDS is one of the fastest growing technology companies in the United States. Powered by fiber-optics and new industry-leading technologies, TDS delivers up to 1 Gigabit internet speeds and offers internet-protocol based TV entertainment solutions along with traditional phone services. TDS also offers businesses VoIP advanced communications solutions, dedicated internet service, data networking, and hosted-managed services. Visit [tdstelecom.com](https://tdstelecom.com) (<https://tdstelecom.com>).

TDS Telecom, headquartered in Madison, Wis., employs nearly 2,700 people and is a subsidiary of Telephone and Data Systems, Inc. [NYSE: TDS], a Fortune 1000® company. Founded in 1969, TDS Inc. employs 9,600 people and has approximately six million connections nationwide through its businesses U.S. Cellular, TDS Telecom, OneNeck IT Solutions LLC, and TDS Broadband Service. In 2018, TDS Inc. was named to several Forbes lists, including America's Best Employers for Diversity, Best Large Employers, and Best Employers for Women. Visit [tdsinc.com](https://www.tdsinc.com/home/default.aspx) (<https://www.tdsinc.com/home/default.aspx>).

Updated November 2018

**Have a Question? Contact Us!**

### Sample Franchise Fees

	CDA	
	Today	With TDS
2018-19 TDS Build - Residential Households (HHs)	23,000	23,000
% Pay TV	83%	83%
Charter Market Share	60%	45%
Satellite/Other Market Share	40%	20%
TDS Market Share		35%
HHs Paying Franchise Fee*	11,454	15,272
Franchise fee	5%	5%
Avg Revenue per Unit (Video) Revenue	\$90 \$1,030,860	\$90 \$1,374,480
Monthly Estimated Franchise Revenue	\$51,543	\$68,724
Annual Estimated Franchise Revenue	\$618,516	\$824,688
Increase in Franchise Revenue		\$206,172

**Fiber Optic Service Development  
Agreement  
Between  
TDS Metrocom, LLC and  
Coeur d'Alene, ID**

THIS AGREEMENT is made and entered into effective of January, 2019, by and between TDS Metrocom, LLC, a Delaware limited liability company (hereinafter "TDS"), and the City of Coeur d'Alene, a Idaho municipal corporation located in Kootenai County, Idaho (hereinafter "City").

**WHEREAS**, TDS owns and operates facilities for the high-speed transmission of data through fiber optic cables and related equipment; and

**WHEREAS**, the governing body of the City has determined that the City and its residents would benefit by the availability of City-wide high-speed data transmission service, and that the availability of such service is likely to promote commercial and industrial development and increased efficiency to existing businesses within the City; and

**WHEREAS**, due to the cost of fiber optic cable installation and operations, installation of such service on a City-wide basis is not cost-effective unless and until a sufficient number of customers utilize the available service; and

**WHEREAS**, the City Council has the authority and duty under §XX.XX(x), Idaho Statutes to act for the government and good order of the City, for its commercial benefit and for the health, safety, welfare and convenience of the public and to make appropriations for those purposes; and

**WHEREAS**, the City has agreed to provide financial assistance to defray a portion of the cost of fiber optic cable installation by TDS in consideration of an agreement by TDS to install those facilities throughout the City;

**NOW, THEREFORE**, for and in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, TDS and the City agree as follows:

**Section 1. Buildout.**

Within thirty (30) months from the effective date of this Agreement, TDS shall extend its fiber network to provide broadband access to residents and businesses located within the corporate limits of City ("**Corporate Limits**") in accordance with the terms of this Agreement. In connection therewith, TDS will engage in pre-sale activities within the Corporate Limits on the timeline set forth in the following table:

<b>Timeline</b>	<b>Percentage of Serviceable Units covered by pre-sale activities</b>
Within 6 months after the Effective Date	20%
Within 12 months after the Effective Date	40%
Within 18 months after the Effective Date	60%
Within 24 months after the Effective Date	80%
Within 30 months after the Effective Date	100%

TDS will promptly make service available on the fiber network to all customers in the Design Area when (i) TDS obtains commitments (including, if required, a right of entry permission from the property owner) to purchase broadband internet services in the Design Area and (ii) construction of the transport and distribution facilities thereto are completed.

Notwithstanding the foregoing, TDS will provide customer connections, as soon the transport and distribution facilities are complete, to all buildings owned or operated by the City or any of its departments or agencies (including joint agencies) located within the Design Area, for which the City has signed an agreement for services with at least a 5-year term subject to Section 2 below.

During such 30 month period, TDS will (i) provide quarterly reports to the City on the status of pre-sale and construction activity, and (ii) meet semiannually with the City to review progress towards the pre-sale and construction targets set forth above in this Section.

The following terms have the meanings specified or referred to in this Section 1:

“Design Area” the geographic area within the Corporate Limits designated for potential extension of the fiber network shown as “Municipal Boundary” on Exhibit 1.

“Serviceable Unit” means a unique residential or commercial address (meaning, in the case of a multi-dwelling unit (MDU) or multi-tenant business office, each individual residential or office unit; provided that, in the case of transient occupancy facilities, such as hotels, motels and nursing homes, the building is viewed as one unit), in each case where services can be provided with a Standard Installation.

“Standard Installation” means (A) with respect to a single family unit (SFU) or a stand-alone business location, TDS has obtained the necessary permission from the home owner or building owner to bring facilities to the demarcation point on the outside of the building premises, (B) with respect to a residential multi-dwelling unit (MDU) or multi-tenant business office, TDS has obtained the necessary permission and right of entry agreement (ROE) from the building owner or designated management company to bring facilities into the wiring point of demarcation for connection to and use of the existing building unit wiring and (C) with respect to transient occupancy facilities, such as hotels, motels and nursing homes, where TDS can obtain the necessary permission and right of entry agreement (ROE) from the building owner or designated management company to bring facilities into the wiring point of demarcation for connection to and use of the existing building unit wiring. For the avoidance of doubt, in the case of residential multi-dwelling units (MDU), multi-tenant business offices and transient occupancy facilities, if TDS is unable to obtain the required ROE or if the existing building wiring



cannot be used (because it does not exist, is not functional, or otherwise), services cannot be provided with a Standard Installation.

**Future Service Extensions.** TDS commits to provide the services over the fiber network in the City for a period of not less than 10 years. During such 10 year period, TDS shall, extend the fiber optic facilities required above to serve any lands added to the City after the effective date hereof upon agreement with the City as to commitment percentages and cost reimbursement arrangement for areas where cost per Serviceable Unit may exceed \$1500. Such expansion (the "Expansion Facilities") shall be completed on a schedule mutually agreed on, generally in line with the criteria for buildout above.

### **Products Available to the City of Coeur d'Alene, ID**

The products provided by TDS would include:

- High speed data up to 1 Gbps broadband service. Service will not be subject to data caps.
- Fully featured IPTV video service with whole home DVR, wireless set-top boxes, and VoD.
- Digital Voice for residential customers.
- ManagedIP – TDS's hosted voice service for business customers.
- Advanced features include cloud back up services, network security, and Wi-Fi.

**Section 2. Development Grant.** Provided that the initial buildout providing broadband access to the Design Area as shown on Exhibit 1 is timely completed in accordance with Section 1, and time shall be of the essence, the City shall provide development grants to TDS to offset a portion of the cost of such construction that reflects the extent to which such costs exceed what TDS would expend under its normal business practices. The terms and conditions of such grants shall be as follows:

**Amount of Grants.** Notwithstanding any other provision of this Agreement, the total amount of all grant payments shall not exceed One Million Dollars (\$1,000,000) in the aggregate. Such grant payments to TDS shall commence on December 31<sup>st</sup> of the year after completion of such initial buildout and continue annually thereafter, payable on December 31<sup>st</sup> of each calendar year, until the earlier of (i) the tenth (10<sup>th</sup>) anniversary of the first grant payment or (ii) the \$1,000,000 has been paid in full. Each grant payment shall be paid when due, without invoice, and shall be calculated as fifty percent (50%) of the annual franchise fees paid by TDS in such calendar year.

Grant commitments from the City will be reduced by an amount equal to the value of service contracts purchased from TDS by the City from the effective date of this agreement until April 1, 2024. Such reductions will be calculated and applied against the next grant payment after the services are contracted.

**Section 3. Easements and Rights-of-way.** The City shall allow TDS to utilize public rights-of-way and existing utility easements for the installation of the Facilities and the Expansion Facilities on terms and conditions comparable to those applicable to public utilities. The use of any such easements by TDS shall be subject to any restrictions, limitations or obligations contained within the easement grant or otherwise applicable to the easement. TDS agrees that, in the event it is necessary to temporarily or permanently relocate the Facilities or Expansion Facilities to accommodate highway construction or reconstruction projects, TDS shall move such facilities at its expense.

#### **Section 4. Community Involvement.**

TDS takes great pride in being a strong community partner wherever we offer services. We are generous supporters of community events, local sports teams, festivals, neighborhood associations and charitable organizations. We partner with a myriad of organizations to increase the sense of community in a given area, driving visibility of events through sponsorships and or other creative support mechanisms and advertising partnerships. TDS, as part of its mission and shared values, recognizes "investing in our communities" is of paramount importance to the growth and development of our service territories. TDS agrees to sponsor, support, donate to, and/or participate in events of their choice in the City area, committing at least \$20,000 per year for such events for the five year period ending April 1, 2024.

#### **Section 5. General Provisions.**

- A. **Headings.** The headings of the various sections and provisions of this Agreement are for reference only, and shall not be construed to expand, limit or modify the terms hereof.
- B. **Entire Agreement.** This Agreement represents the entire agreement between the parties with regard to the subject matter hereof. All prior discussions, agreements, proposals or other communications are merged herein and superseded hereby.
- C. **Severability.** In the event that any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof.
- D. **Binding Effect.** This Agreement shall be binding upon the parties and upon the successors and assigns of the parties. This Agreement may not be assigned by any party without the consent of the other party hereto.
- E. **No Agency.** Nothing in this Agreement is intended to be construed so as to make TDS an agent of the City, nor as making the City an agent of TDS, nor to create a partnership or joint venture.
- F. **Authority of Signatories.** Each person signing this Agreement on behalf of either party warrants and represents that he or she has been duly authorized, in the capacity indicated in the signature blocks, to execute this agreement on behalf of the party so indicated, and that his or her signature, along with any other signatures provided for in the signature blocks, is sufficient to bind the party on whose behalf he or she is signing.
- G. **No Third-Party Beneficiaries.** This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party or to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.
- H. **Successors and Assigns.** This Agreement shall be binding upon and shall

inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

- I. Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Idaho. In the event of any dispute arising under this Agreement, the parties consent to the jurisdiction of the Idaho state courts and agree that venue shall lie only in the Circuit Court for Kootenai, Idaho.
  
- J. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations among the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against any party because that party's attorney drafted this agreement or any part hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

City: City of Coeur d' Alene, ID

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

By: \_\_\_\_\_  
Renata McLeod, City Clerk

TDS Metrocom, LLC

By: \_\_\_\_\_  
Andrew Petersen, Senior Vice President-Corporate Affairs

**EXHIBIT 1**  
**DESIGN AREA**

# CONNECTING PEOPLE. LEADING WITH TECHNOLOGY.



## Today's agenda

- TDS overview
- Fiber to the Home
- Community Partnerships
- Next Steps





- Telephone and Data Systems, Inc. parent company
- Publicly-traded company [NYSE: TDS] and family-owned



#301

#190



#262

#286



## TDS today

- More than 1.2 million connections in 30 states
- 2,600 employees nationwide
- Offering some of the fastest internet speeds in the country
- Bringing faster broadband internet to rural America
- Extending fiber deeper into our network
- Leveraging industry-leading technologies to offer new, faster, more reliable services (e.g., vectoring, copper bonding, DOCSIS 3.0, FTTH, FTTN)



*It's all about delighting customers with great service.*



# FTTH deployments

- TDS has aggressively pursued two fiber strategies:
  - Overbuilding existing areas in our footprint to better serve customers and remain competitive
    - ~187K households with FTTH in communities such as Black Earth, Wisconsin
  - Greenfield builds include deploying next generation fiber versus copper and coax networks
- FTTH results have been exceptional:
  - Overall broadband take rates of 50% in fiber-served areas
  - 90% of fiber customers take a triple play (broadband, video, and voice)
  - Net promoter score of 40+ from fiber customers
  - Named Wisconsin's fastest broadband provider by Speedtest as reported Milwaukee Journal Sentinel
  - Named to Fiber-to-the-Home 2018 Top 100 by Broadband Communities



# Early learnings shaping tomorrow's strategies

- To be successful, video must be part of the offering
  - 80% of the population subscribes to TV service (90% in single family homes)
  - Selling broadband a la carte leaves customers open to poaching by cable TV providers through attractive bundle pricing
  - Broadband churn is 2X bundle churn; full product suite drives greater lifetime customer loyalty
- Local scale matters
  - Customers expect 24/7 customer support, weekend access to technicians
- Economics of build are significant
- Cable companies can deliver 1 Gig internet service





## Evolving fiber strategy

- Currently, TDS offers fiber services in ~100 communities to nearly 187K households
  - Provides strong revenue growth
  - Helps defend off competition
- Fiber candidates within our existing footprint are becoming scarce due to requirements for a headend for video and size
- Evaluating new out-of-territory communities in areas adjacent to existing operations to leverage TDS' strategic advantages:
  - Existing network infrastructure (headend, help desk, experienced technician base)
  - Marketing and sales scale
  - Pre-sale model to time capital spend with demand (brownfield builds require different economics)
  - High-growth markets, strong demographics, substantial commercial opportunities
  - Partnerships with local communities to meet future broadband needs of their constituents

## Strong community partnership: Sun Prairie, Wisconsin



- First partnership outside our footprint
- Demonstrated need for better broadband
- Committed to building out fiber throughout the city – in 16 months!
  - 3,700+ customers upgraded
  - Residents and businesses now have access to 1 Gig internet service, state-of-the-art TV, and digital voice service

# Strong community partnership leads to more expansion



# The entire community benefits

- Fiber-optic technology is tomorrow's technology, available today—it's the preferred network
- Enjoy speeds up to 1 Gig
- Expands bandwidth capability; fiber cables carry loads of information, thousands of times more than conventional technology
- Extremely reliable; while made of glass, fiber is virtually immune to interference and doesn't falter under harsh weather conditions
- Security— it's nearly impossible for hackers to tap into the lines or sneak into a network
- Home values increase, by as much as 3.1% (~\$6,000 for a typical home)\*
- Future-proof! Fiber easily carries today's services (internet, TV, phone) with room to spare for what's to come

**GBPS** GIGABIT PER SECOND—CAN TRANSMIT A TYPICAL 2-HOUR MOVE IN 14 SECONDS

\*bbc.com, What Fiber Broadband Can Do For Your Community; Fall 2015



## TDS Fiber Video

\*<https://www.youtube.com/watch?v=uIYGszNXLps&t=9s>



## COMMUNITY PARTNERSHIPS



# Why your community should be our next partner

- During evaluation of communities, **Coeur d' Alene** was identified:
  - Demographics match areas TDS has been successful
  - Residents are ready to adopt fiber and the advanced technologies it delivers
  - Your community is underserved by existing providers
  - Products and services currently available do not meet the needs of residents or businesses
- Partnership with TDS would deliver **Coeur d' Alene** with new products including:
  - 1 Gig broadband service
  - Fully-featured IP-based TV video service with whole home DVR, wireless set-top boxes, and VoD
  - *managedIP*, a hosted voice solution for business customers
  - Advanced services (cloud back-up services, network security, and Wi-Fi)
- 24/7 technical support
  - Local technicians
  - National help desk, with more than 300 technical support reps



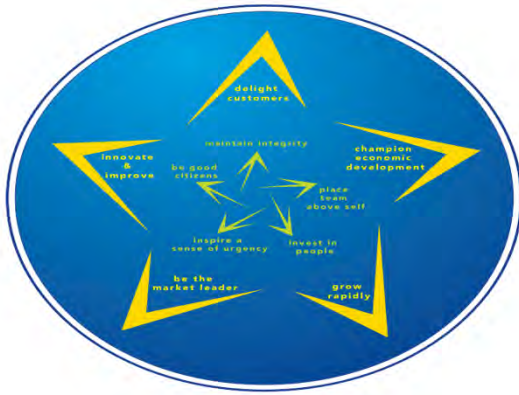
# What a TDS fiber overbuild would entail in Coeur d' Alene

- Development would include a capital investment of **~\$30-33 million**
- As a result, Coeur d' Alene residents and businesses would realize:
  - An immediate improvement in services
  - Increased competition for broadband, video, and voice service
  - More products and services to choose from
- Before moving forward, items for discussion:
  - Ability for community to assist with rollout plans to accelerate deployment timing (expedited permitting, community grant availability, micro-trenching, tax rebate, TIF funding, fiber hub placement, etc.)
  - Future construction and build projects that would allow us to better plan developments
  - Anchor tenant interest and committed support for a private fiber broadband offering
  - Appetite for pre-sale model to build out network as demand develops



# Our Mission and Shared Values

*What we do and how we do it.*



- Our mission: *Every point counts*
  - Delight customers
  - Champion economic development
  - Grow rapidly
  - Be the market leader
  - Innovate and improve
  
- Our shared values: *Inside the star is the heart of TDS*
  - Maintain integrity
  - Place team above self
  - Invest in people
  - Inspire a sense of urgency
  - Be good citizens



## Our management team



**Jim Butman**  
President & CEO



**Vicki Villacrez**  
CFO & SVP Finance



**Ken Paker**  
CTO & SVP Information & Network Technologies



**Andrew (Drew) Petersen**  
SVP Corporate Affairs



**Shane West**  
SVP Marketing, Sales & Customer Operations



**Mark Barber**  
SVP Network Operations



**Kathy Cefalu**  
VP, Chief Human Resources Officer





National headquarters in Madison, Wis.



**QUESTIONS? NEXT STEPS**



RESOLUTION NO. 19-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH RAMSEY ROAD BAPTIST CHURCH, INC., AN IDAHO NON-PROFIT CORPORATION.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Ramsey Road Baptist Church, Inc., Curt Kral, President, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an annexation agreement with Ramsey Road Baptist Church, Inc., Curt Kral, President, 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 of Coeur d'Alene.

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

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

ATTEST:

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

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

**ROLL CALL:**

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

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

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

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

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

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

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



ANNEXATION AGREEMENT  
7610 N RAMSEY ROAD  
A-4-18

THIS AGREEMENT, made and dated this 5<sup>th</sup> day of February, 2019, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and **Ramsey Road Baptist Church, Inc.**, an Idaho Non-Profit Corporation, organized pursuant to the laws of the State of Idaho, with its address at **7610 N. Ramsey Road, Coeur d' Alene, ID 83815**, formerly known at **Lake City Baptist Church, Inc.**, hereinafter referred to as the "Owner,"

WITNESSETH:

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

WHEREAS, The Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process. A copy of the approved Findings and Order are attached hereto as **Exhibit "B"** and are incorporated by reference into the substantive portion of this agreement; and

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

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is a parcel of land in the Southwest quarter of the Northwest quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

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

determine what public improvements; construction laws, standards, policies and procedures shall apply.

### ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost, the water and sanitary sewer systems and further agrees to fully comply will all city policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

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

3.4. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

### ARTICLE IV: PUBLIC IMPROVEMENTS

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

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

4.3 Streets: Fifty feet (50') of right of way must be provided east of the centerline of Ramsey Road to accommodate the existing street and future improvements.

4.4 Prior to the completion of the annexation, the applicant must address any outstanding code violations for the existing structures onsite.

## ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration, in the amount of Three Thousand Dollars (\$3,000.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750.00) per residential lot. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

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

5.3. Payment of annexation fees: Prior to recordation of this agreement, the owner will pay the full amount of the consideration specified in Section 5.1 above.

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

5.5. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

## ARTICLE VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Lake City Baptist Church have caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**RAMSEY ROAD BAPTIST CHURCH,  
INC.**

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

By \_\_\_\_\_  
Curt Kral, President

**ATTEST:**

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of February, 2019, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of February, 2019, before me, a Notary Public, personally appeared **Curt Kral**, President of **Ramsey Road Baptist Church, Inc.**, on behalf of said Idaho non-profit corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



**ADVANCED TECHNOLOGY SURVEYING, INC.**

**EXHIBIT A**  
**PARCEL DESCRIPTION FOR**  
**ANNEXATION INTO THE CITY OF COEUR D'ALENE**  
**CITY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_**  
**EFFECTIVE DATE: \_\_\_\_\_**

**A** PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH 1/16<sup>TH</sup> CORNER OF SAID SECTION 26 AND SECTION 27 AS WITNESSED BY A 2.5" A.C. MONUMENT (CP&F INSTRUMENT NO. 2132224000) FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 26 AS WITNESSED BY A 3.25" B.C. MONUMENT (CP&F INSTRUMENT NO. 2145300000) BEARS NORTH 01°11'33" EAST, 1324.34 FEET; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 88°52'02" EAST, 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAMSEY ROAD AND THE EXISTING CITY OF COEUR D'ALENE BOUNDARY, SAID POINT ALSO BEING THE TRUE **POINT-OF-BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY, CONTINUING ALONG SAID NORTH LINE AND SAID CITY LIMIT BOUNDARY, SOUTH 88°52'02" EAST, 301.53 FEET TO THE SOUTHEAST CORNER OF KERR COMMERCIAL TRACTS, RECORDED AS BOOK "L" OF PLATS AT PAGE 083, KOOTENAI COUNTY RECORDS;

THENCE LEAVING SAID CITY LIMIT BOUNDARY AND CONTINUING ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 88°52'02" EAST, 327.57 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 1, LEGACY PLACE, RECORDED AS BOOK I OF PLATS AT PAGE 444, KOOTENAI COUNTY RECORDS AND RETURNING TO THE AFOREMENTIONED CITY LIMIT LINE;

THENCE LEAVING SAID NORTH LINE AND FOLLOWING THE NORTHWESTERLY BOUNDARY OF SAID PLAT AND SAID CITY LIMIT BOUNDARY, SOUTH 01°02'10" WEST, 330.93 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF SAID PLAT;

THENCE CONTINUING ALONG SAID PLAT AND SAID CITY LIMIT BOUNDARY, NORTH 89°00'14" WEST, 630.00 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CITY LIMIT BOUNDARY, NORTH 01°11'33" EAST, 332.43 FEET RETURNING TO THE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND:

SAID DESCRIBED PARCEL CONTAINING 4.794 ACRES (208,809 SF) MORE OF LESS;

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



Z:\Proj\18-000\18-109\survey\Annexation description.doc

P.O. Box 3457, Hayden, Idaho 83835  
PH. (208) 772-2745 Fax. (208) 762-7731

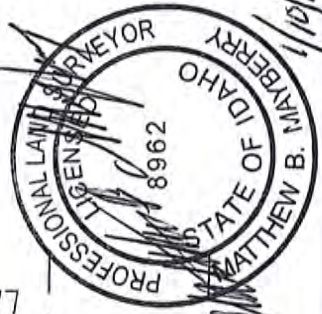
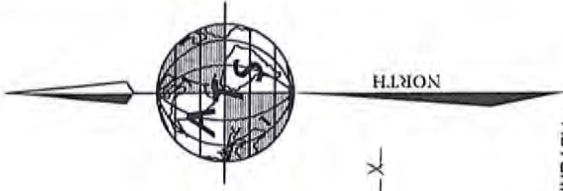
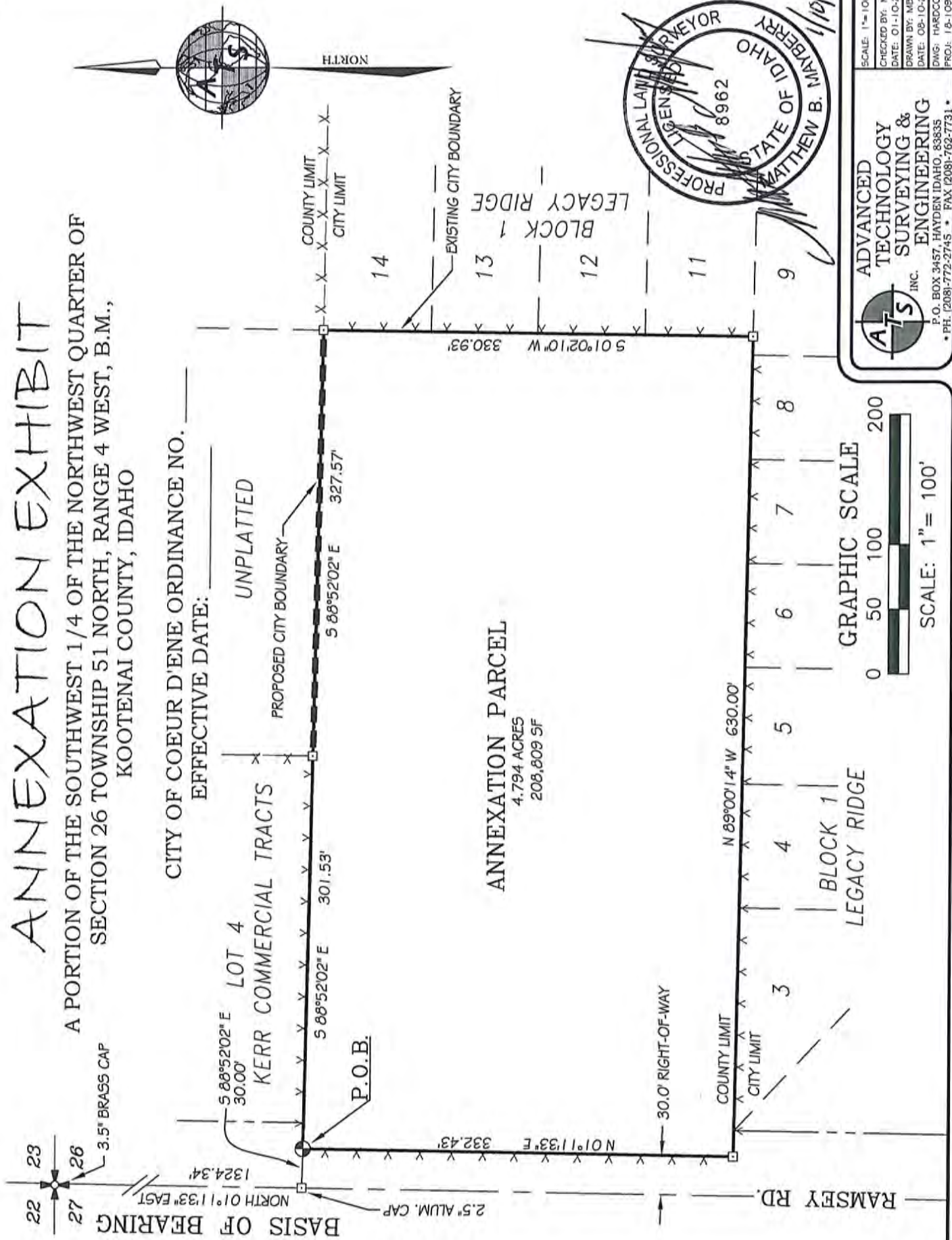
# ANNEXATION EXHIBIT

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO

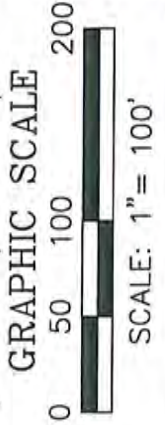
CITY OF COEUR D'ENE ORDINANCE NO. \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_

UNPLATTED

ANNEXATION PARCEL  
4.794 ACRES  
208,809 SF




**ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.**  
 P.O. BOX 3457 HAYDEN IDAHO 83835  
 • PH: (208) 772-2745 • FAX (208) 762-7731 •  
 SCALE: 1"=100'  
 CHECKED BY: MEM  
 DATE: 01-10-2019  
 DRAWN BY: MEM  
 DATE: 09-10-2018  
 DWG: HARD COPY  
 PROJ: 18-108



# EXHIBIT "B"

## COEUR D'ALENE CITY COUNCIL FINDINGS AND ORDER

### A. INTRODUCTION

This matter having come before the City Council on December 18, 2018 and there being present a person requesting approval of ITEM A-4-18 , a request for zoning prior to annexation from County Ag-Suburban to City R-1 (Residential at 1 unit/acre) zoning district.

APPLICANT: LAKE CITY BAPTIST CHURCH

LOCATION: +/- 4.99 ACRE PARCEL LOCATED ON THE EAST SIDE OF RAMSEY ROAD AND SOUTH OF PRAIRIE AVENUE.

### B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON (The City Council may adopt Items B1 to B7.)

- B1. That the existing land uses are commercial and residential.
- B2. That the Comprehensive Plan Map designation is Ramsey-Woodland, Transition.
- B3. That the zoning is County Ag-Suburban.
- B4. That the notice of public hearing was published on December 1, 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 December 18, 2018.



# EXHIBIT "B"

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 1.14 - Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**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.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is similar.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on the information in the staff report.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of LAKE CITY BAPTIST CHURCH for zoning prior to annexation as described in the application should be approved.

# EXHIBIT "B"

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

**BUILDING:**

Prior to the competition of the annexation, the applicant must address any outstanding code violations for the existing structures onsite.

**ENGINEERING:**

50 feet of r/o/w must be provided east of the centerline of Ramsey Road to accommodate the existing street and future improvements.

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

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member English	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 19-1001

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 26, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed;

NOW, THEREFORE,

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

**SECTION 1.** That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-1 (Residential at 1 unit/acre).

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

**SECTION 3.** That the Planning Director be and she is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 5<sup>th</sup>, 2019.*

APPROVED by the Mayor this 5<sup>th</sup> day of February, 2019.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
A-4-18 Annexation of a +/- 4.99 acre parcel located on the east side of  
Ramsey Road and South of Prairie Ave.

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 26, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, A-4-18 Annexation of a +/- 4.99 acre parcel located on the east side of Ramsey Road and South of Prairie Ave., 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 5<sup>th</sup> day of February, 2019.

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Randall R. Adams, Chief Deputy City Attorney



**ADVANCED TECHNOLOGY SURVEYING, INC.**

**EXHIBIT A**  
**PARCEL DESCRIPTION FOR**  
**ANNEXATION INTO THE CITY OF COEUR D'ALENE**  
**CITY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_**  
**EFFECTIVE DATE: \_\_\_\_\_**

**A** PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH 1/16<sup>TH</sup> CORNER OF SAID SECTION 26 AND SECTION 27 AS WITNESSED BY A 2.5" A.C. MONUMENT (CP&F INSTRUMENT NO. 2132224000) FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 26 AS WITNESSED BY A 3.25" B.C. MONUMENT (CP&F INSTRUMENT NO. 2145300000) BEARS NORTH 01°11'33" EAST, 1324.34 FEET; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 88°52'02" EAST, 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAMSEY ROAD AND THE EXISTING CITY OF COEUR D'ALENE BOUNDARY, SAID POINT ALSO BEING THE TRUE **POINT-OF-BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY, CONTINUING ALONG SAID NORTH LINE AND SAID CITY LIMIT BOUNDARY, SOUTH 88°52'02" EAST, 301.53 FEET TO THE SOUTHEAST CORNER OF KERR COMMERCIAL TRACTS, RECORDED AS BOOK "L" OF PLATS AT PAGE 083, KOOTENAI COUNTY RECORDS;

THENCE LEAVING SAID CITY LIMIT BOUNDARY AND CONTINUING ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 88°52'02" EAST, 327.57 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 1, LEGACY PLACE, RECORDED AS BOOK I OF PLATS AT PAGE 444, KOOTENAI COUNTY RECORDS AND RETURNING TO THE AFOREMENTIONED CITY LIMIT LINE;

THENCE LEAVING SAID NORTH LINE AND FOLLOWING THE NORTHWESTERLY BOUNDARY OF SAID PLAT AND SAID CITY LIMIT BOUNDARY, SOUTH 01°02'10" WEST, 330.93 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF SAID PLAT;

THENCE CONTINUING ALONG SAID PLAT AND SAID CITY LIMIT BOUNDARY, NORTH 89°00'14" WEST, 630.00 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CITY LIMIT BOUNDARY, NORTH 01°11'33" EAST, 332.43 FEET RETURNING TO THE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND:

SAID DESCRIBED PARCEL CONTAINING 4.794 ACRES (208,809 SF) MORE OF LESS;

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



Z:\Proj\18-000\18-109\survey\Annexation description.doc

P.O. Box 3457, Hayden, Idaho 83835  
PH. (208) 772-2745 Fax. (208) 762-7731

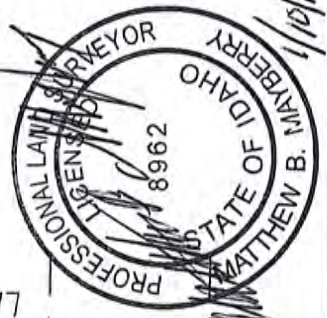
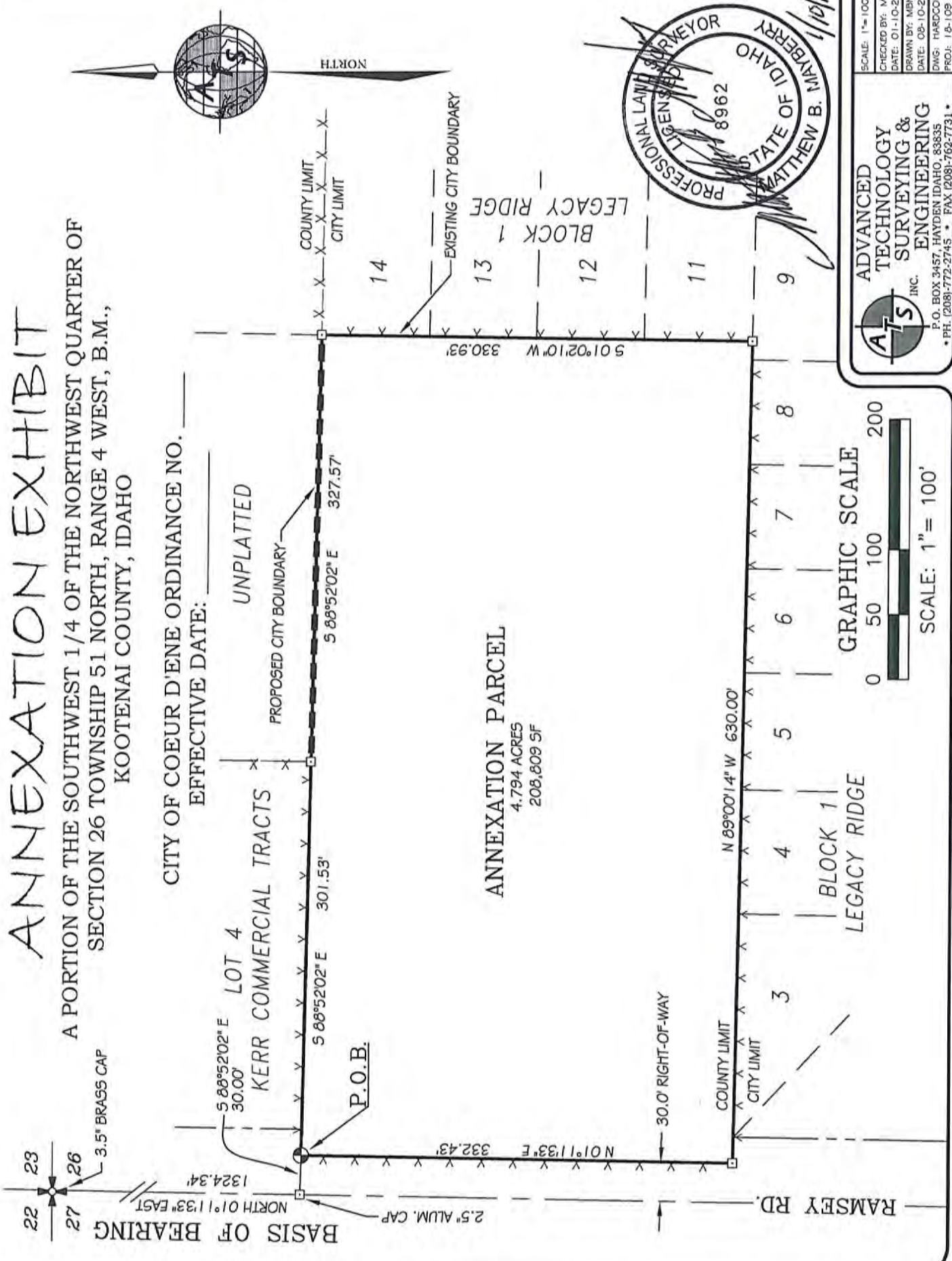
# ANNEXATION EXHIBIT

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ENE ORDINANCE NO. \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_

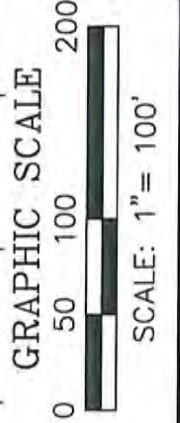
UNPLATTED

ANNEXATION PARCEL  
4.794 ACRES  
208,809 SF



SCALE: 1" = 100'  
 CHECKED BY: MEM  
 DATE: 01-10-2019  
 DRAWN BY: MEM  
 DATE: 09-10-2018  
 DWG: HARD COPY  
 PROJ: 18-108

**ATS INC.**  
 ADVANCED TECHNOLOGY SURVEYING & ENGINEERING  
 P.O. BOX 3457 HAYDEN IDAHO 83835  
 • PH: (208) 772-2745 • FAX (208) 762-7731 •



# PUBLIC HEARINGS



**CITY COUNCIL  
MEMORANDUM**

DATE: February 5, 2019

FROM: MICHELLE CUSHING, CDBG GRANT ADMINISTRATOR

RE: APPROVAL OF THE SUBMITTAL OF THE CDBG 2019 ANNUAL ACTION PLAN TO HUD

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**DECISION POINT:**

Hold a public hearing and approve the submittal of the CDBG 2019 Annual Action Plan (AAP) to HUD.

**HISTORY:** The City of Coeur d'Alene receives an annual direct allocation of HUD Community development Block Grant (CDBG) funds. Every year the City is required to complete an Annual Action Plan (AAP), inviting the public to attend a Public Workshop, prior to drafting the plan, to identify needs and then allowing the public four weeks to share comment on the posted draft plan. Four weeks of public comment were held between January 4, 2019 and February 5, 2019, culminating in an opportunity for the public to comment at today's Public Hearing. The draft 2019 AAP was advertised to the public in the following ways: Coeur d'Alene Press notice, City social media, website updates, and emails to 139 community stakeholders. The draft 2019 AAP outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements.

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to submit the 2019 Annual Action Plan to HUD for official review. Pending acceptance of this Plan by HUD, staff will move forward in implementing the agreed upon goals and funding suggestions.

**FINANCIAL ANALYSIS:** 2019 AAP Budget. The Plan Year 2019 allocation is estimated (based on prior year) to be \$318,476. Should there be an increase or decrease in funding by 20% a new budget will be created, made available for public comment, and brought before Mayor and Council for final approval. The following is a breakdown of the proposed funding for projects based on greatest community needs identified in the Citizen Participation Process, local data, and BBC's 2015 Housing Needs Assessment and Housing Barriers Analysis.

**DECISION POINT:**

Approval of the submittal of the 2019 AAP Budget to HUD for official review

**Attachment:**

Breakdown of proposed 2019 AAP Budget

**ATTACHMENT**

<p align="center"><b>2019 Estimated Funding</b></p> <p align="center">Percentages to stay relatively the same unless the allocation is a 20% increase/decrease—then a new budget will be available for public comment and Mayor and Council approval</p>	<p align="center"><b>Project</b></p>
<p>5% (\$14,600.00)</p>	<p>Sidewalk Accessibility/Repairs</p>
<p>2% (\$5,000.00)</p>	<p>Lake City Center</p>
<p>16% (\$50,000.00)</p>	<p>Emergency Minor Home Repair and Accessibility Program (EMRAP)</p>
<p>58 % (\$185,181.00)</p>	<p>Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)</p>
<p>20% (\$63,695.00)</p>	<p>Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)</p>
<p><b>\$318,476</b></p>	

# City of Coeur d'Alene Draft 2019 Annual Action Plan



**PRESENTATION TO THE CITY OF COEUR D'ALENE  
MAYOR AND CITY COUNCIL  
AND  
PUBLIC HEARING**

**FEBRUARY 5, 2018**

## AGENDA



- ✦ **Brief History of Coeur d'Alene's CDBG involvement and HUD Terminology**
- ✦ **Eligible Activity Summary**
- ✦ **Citizen Participation Process**
- ✦ **2019 Community Needs Identified**
- ✦ **2019 Annual Action Plan Budget**
- ✦ **Opportunity for public comment**

## Brief History



- The City's Community Development Block Grant (CDBG) is a grant from the Housing and Urban Development Agency (HUD) to support low-to-moderate income Coeur d'Alene residents through specific allowable activities
- The City first became eligible to receive CDBG funds in 2007
- Today's presentation is for approval of the City's 2019 Draft Annual Action Plan

## CDBG Key Terms



- **LMI: Low-to-Moderate Income:** HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.
  - HUD's 2018 Median Income determination for Kootenai County: \$62,900.
- **Limited Clientele:** A specific targeted group of persons of which at least 51 percent must be LMI or presumed to be LMI (i.e., Abused children, battered spouses, elderly persons, severely disabled adults, homeless persons)

## Selecting Activities Each Year

- **Activities must meet a National Objective:**
  1. Benefit to low-and-moderate income (LMI) persons
  2. Aid in the prevention of slum and blight
  3. Meet an urgent need) and be a HUD approved activity
- **Activities must meet Annual Action Plan and Consolidated Plan Goals**
- **When choosing activities to fund, staff must consider capacity of staffing, size of community and amount of allocation, local politics, and capacity of sub-recipient organizations**

## CDBG Eligible Activities

- **CDBG funds may be used for activities which include, but are not limited to:**
  - Acquisition of real property
  - Relocation and demolition
  - Rehabilitation of residential and non-residential structures
  - Construction of public facilities and improvements
    - Examples include: water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes, etc.
  - Public services, within certain limits
  - Activities relating to energy conservation and renewable energy resources
  - Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

## Consolidated Planning Goals for 2018-2022

- **Goal 1:** Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.
- **Goal 2:** Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.
- **Goal 3:** Improve the City's sidewalks to make them more accessible to persons with disabilities.
- **Goal 4:** Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.
- **Goal 5:** Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.
- **Goal 6:** Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.

## 2015 Housing Needs Assessment & Barriers Analysis

### BBC's Housing Findings:

- **A Housing Cost burden greater than 30% and greater than 50% is still the largest housing problem in Coeur d'Alene**
  - Conclusion: More affordable housing stock is needed in the City.
- **Estimated housing needs:**
  - Affordable housing for the LMI, elderly and non-homeless special needs populations
  - Additional transitional housing and emergency shelter facilities

## 2019 Annual Action Plan Citizen Participation

- **Comprised of: Public Forum, Community Survey, 30-Day Public Comment Period, Public Hearing:**
  - **Advertised:** Coeur d'Alene Press notices, Public Education and Government Channel Ads, City Facebook and website updates, shared community flyers, and ongoing email communications to 139 community stakeholders
- **Citizen Participation Results:**
  - **Public Survey Results, Forum attendees, and Consultations with Stakeholders** revealed strong support for continuing past projects with increased focus on community needs identified for 2019

## 2019 Priority Level-High Needs identified

<b>Needs Confirmed</b>	<b>New Needs Identified</b>
Affordable For Sale and Rental Housing	LMI Household Water/Sewer Improvements: connection to City Sewer
Affordable For Sale and Rental Housing	Emergency Rental Assistance
Sidewalk Improvement	Crime Reduction/Awareness
Senior Support <ul style="list-style-type: none"> <li>• Meals on Wheels</li> <li>• Public Service Projects</li> </ul>	Access to Community Health Centers, i.e.: Detox Centers, Affordable Healthcare
EMRAP—Home Repair	Affordable Quality Childcare and Early Childhood Education
Access to Emergency Shelters/Transitional Housing	Down Payment Assistance

## 2019 Annual Action Plan Goals



*Based on estimated funding of **\$318,476***

<b>2019 Estimated Funding</b>	<b>Project</b>
<b>5% (\$14,600)</b>	Sidewalk Accessibility/Repairs
<b>2% (\$5,000)</b>	Lake City Center
<b>16% (\$50,000)</b>	Emergency Minor Home Repair and Accessibility Program (EMRAP)
<b>58 % (\$185,181)</b>	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
<b>20% (\$63,695)</b>	Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)
<b>\$318,476</b>	

## Next Steps



- **Questions about the 2019 AAP**
- **Public Hearing inviting Public Comments**
- **City Council Decision Point:**
  - **Approval of the submittal of the 2019 AAP Budget to HUD for official review**



## CDBG Sidewalk Project in the Queue for 2019



- **In partnership with the City's Streets and Engineering Department:**
  - Sidewalk Repair and Improvement Project on the west side of 7<sup>th</sup> St. from Harrison to Borah Elementary and area directly surrounding Elementary School to improve safety and route of access
  - Meets needs identified in the Looking Glass Study prepared by community partners
  - Target Completion date: June of 2019
  - Funding Source: PY 2017, 2018
  - Funding Allocated: \$29,200

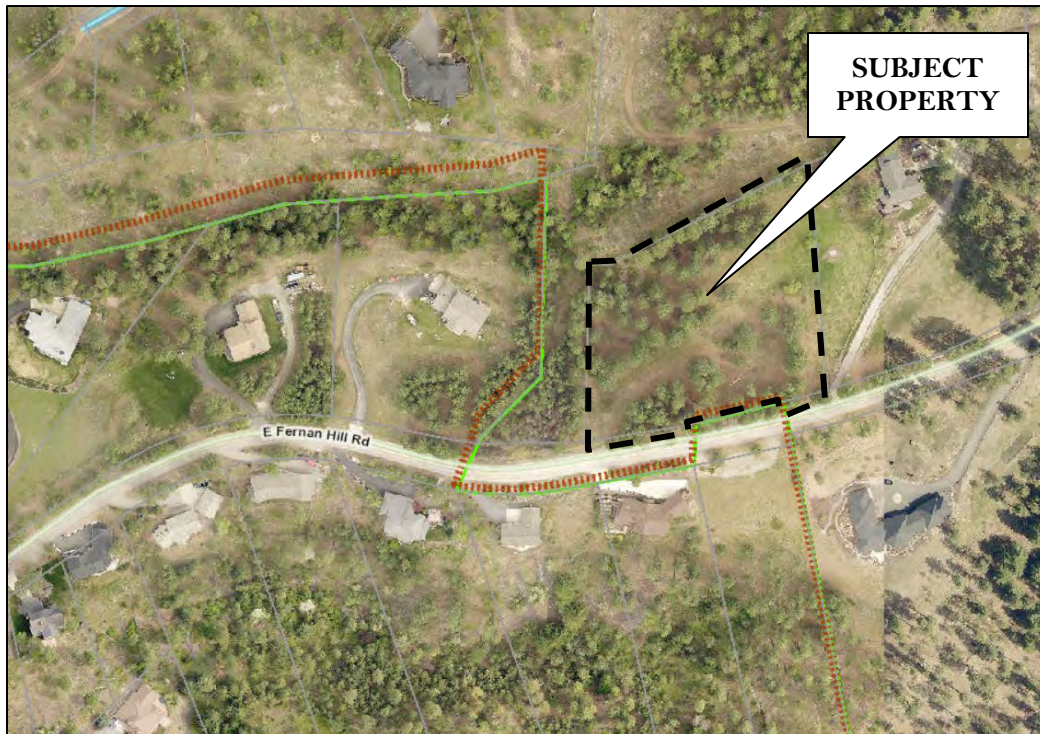
**CITY COUNCIL  
STAFF REPORT**

**FROM:** TAMI STROUD, ASSOCIATE PLANNER  
**DATE:** FEBRUARY 5, 2019  
**SUBJECT:** A-2-18 – ZONING IN CONJUNCTION WITH ANNEXATION OF A +/-2.50  
ACRE PARCEL FROM RURAL & AG-SUBURBAN TO R-1 ZONING  
**LOCATION:** +/- 2.50 ACRE PARCEL LOCATED ON THE NORTH SIDE OF FERNAN  
HILL ROAD

<b>APPLICANT:</b>	<b>OWNER:</b>
Scott Lenz 407 E. Lunceford Coeur d’Alene, ID 83815	Dave and Yvonne Palmer 6320 N. Sunrise Terrace Coeur d’Alene, ID 83815

**DECISION POINT:**  
Scott Lenz on behalf of Dave and Yvonne Palmer are requesting approval of a proposed +/- 2.50 acre annexation from County Rural & AG-Suburban to city R-1 zoning district (Residential at 1 units/acre).

**AREA MAP:**



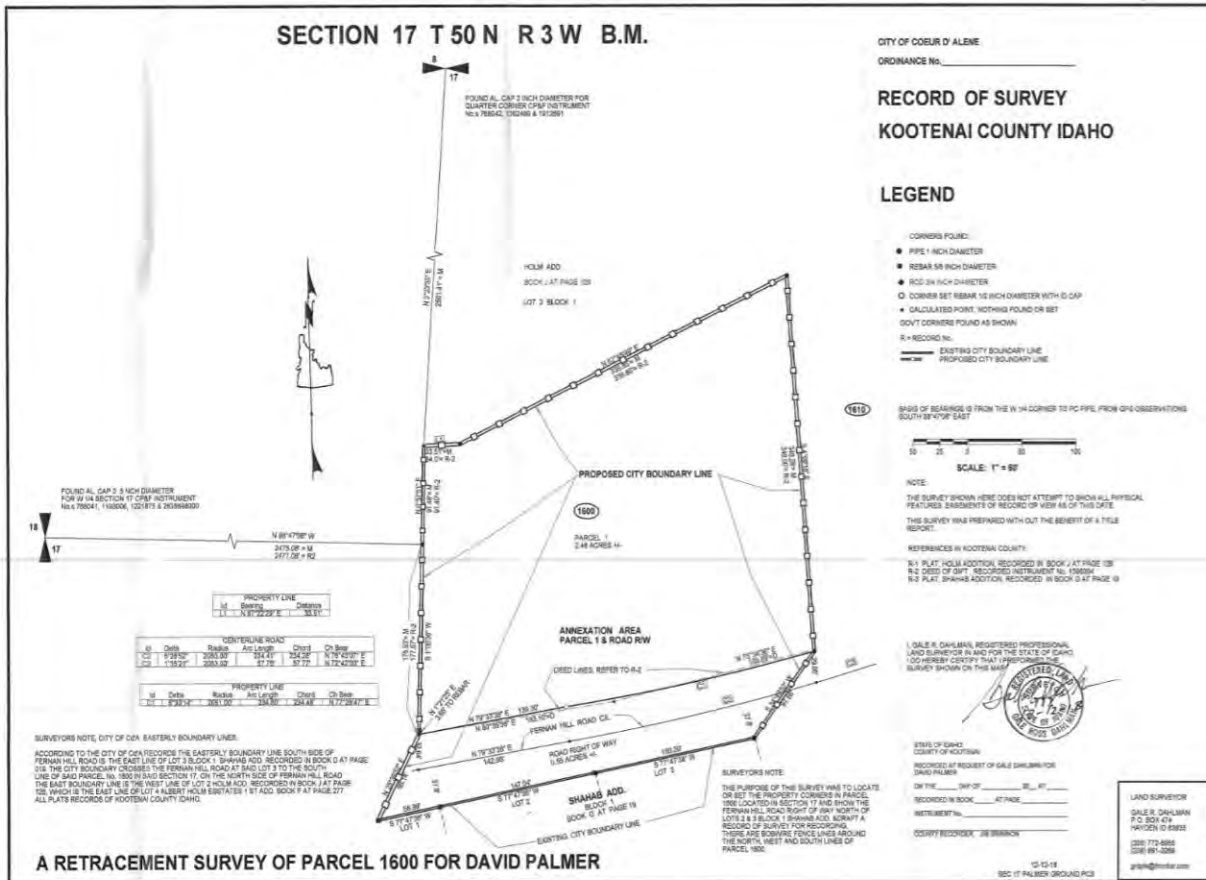
**HISTORY:**

On October 9, 2018, the Planning Commission recommended approval of the +/- 2.50 acre annexation, located on the north side of Fernan Hill Road, with R-1 zoning. While preparing the documents for the City Council public hearing, staff became aware of inconsistencies with the legal description and the map for the proposed annexation. Staff contacted the applicant's representative for the necessary updates; however, there was a delay in getting the required updates and having them reviewed and approved by the City's and County's surveyors. All of the necessary exhibits have been updated and are included in the council packet.

**GENERAL INFORMATION:**

Scott Lenz on behalf of Dave and Yvonne Palmer are proposing to annex a +/- 2.50 acre parcel as shown in the annexation map below.

**ANNEXATION MAP:**



**ANNEXATION HISTORY MAP:**



**17.05.010: GENERALLY: Residential R-1**

This district is intended as a residential area that permits single family detached housing at a density of 1 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

**Proposed R-1 Zoning District:**

1. Purpose:
  - This district is intended as a residential area that permits single-family detached housing at a density of one dwelling unit per gross acre.
  - This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

2. Uses permitted by right:
  - Single-family detached housing
  - Home occupations.
  - Public recreation.
  - Neighborhood recreation.
  - Essential service (underground)
  
3. Uses permitted by Special Use Permit:
  - Bed & breakfast facility per. 17.08.500
  - Commercial film production
  - Community education
  - Essential service (above ground)
  - Greater than 6 ft. tall fence to enclose game area
  - Noncommercial kennel
  - Religious assembly

Minimum lot size for the R-1 (Residential at 1 units/acre) zoning district requires 34,500 sq. ft. per dwelling unit. All buildable lots must have 75 feet of frontage on a public street, unless alternative is approved by the City through the normal subdivision procedure. (i.e., cul de sac and flag lots) or, unless the lot is a valid nonconforming lot.

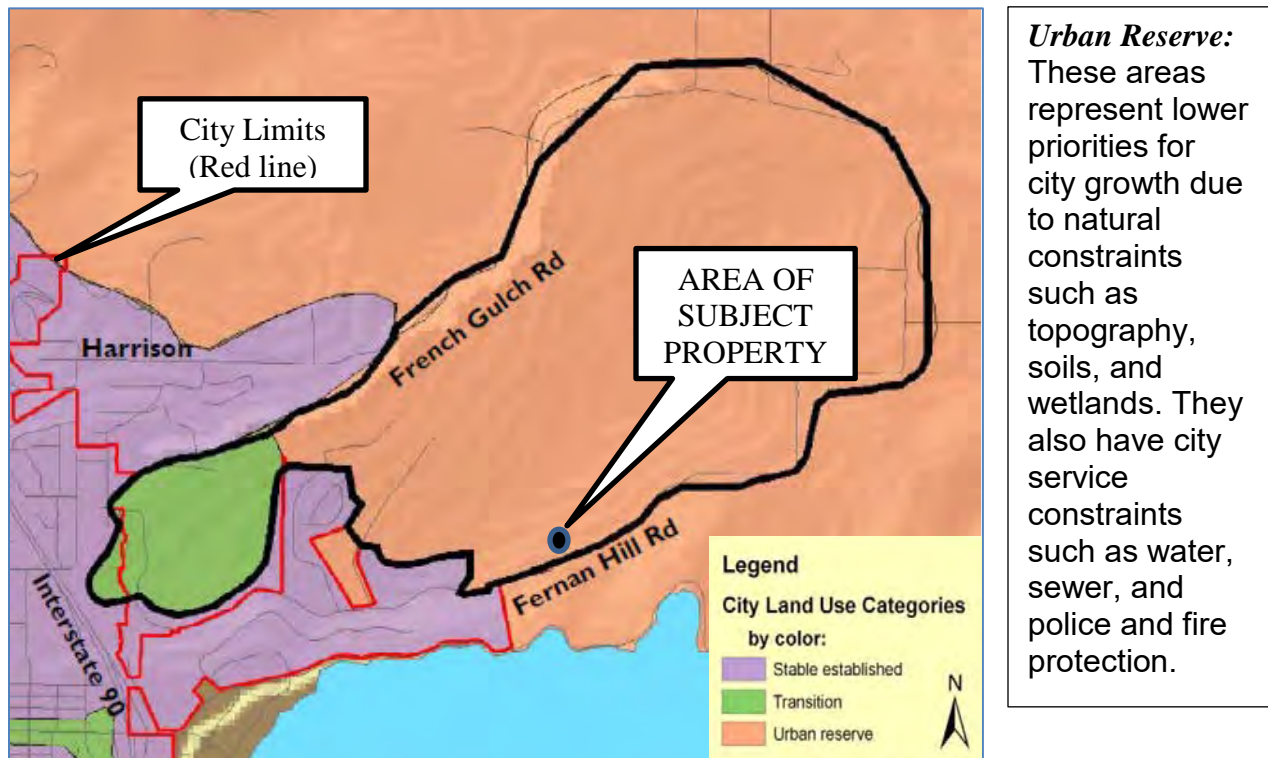
**REQUIRED FINDINGS FOR ANNEXATION:**

**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: **Fernan Hill Bench – Urban Reserve**

## Comprehensive Plan Map: Fernan Hill Bench –



### Fernan Hill Bench Today:

This area is generally located between French Gulch and Fernan Hill roads and extends east from Interstate 90 approaching the Area of City Impact (ACI) boundary. The area is sparsely developed with single-family dwellings on lots ranging in size from two acres to several hundred acres. The Fernan Hill Bench consists of gently rolling terrain with adjacent, increasingly steep slopes. Coniferous forest dominates a majority of this area.

### Fernan Hill Bench Tomorrow:

Future development will require infrastructure and hillside development, and will present tree and open space preservation challenges. The area is generally envisioned to continue to develop as a lower density, single-family area with care taken to preserve the natural vegetation, views, and open space on steeper slopes.

### The characteristics of Fernan Hill Bench neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per five acres (1:5). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain

is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.

- As the area grows, parcels not suitable for development should be preserved for open space through conservation easements, clustering, acquisitions, etc.
- Provision of infrastructure to this area will make development difficult because of a significant increase in topographical extremes east of Fernan Hill Estates subdivision.
- Potential traffic issues must be addressed prior to development as “downstream” neighborhoods will be impacted.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

### **Significant Policies:**

- Objective 1.05 -Vistas:  
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d’Alene unique.
- Objective 1.06 -Vistas:  
Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.
- Objective 1.10 - Hillside Protection:  
Protect the natural and topographic character, identity, and aesthetic quality of hillsides.
- 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 3.02 – Managed Growth:  
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.04 - Neighborhoods:  
Encourage the formation of active neighborhood associations and advocate their participation in the public process.
- Objective 3.05 - Neighborhoods:  
Protect and preserve existing neighborhoods from incompatible land uses and developments.

- Objective 3.07 – Neighborhoods:  
Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.
- Objective 3.08 - Housing:  
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- Objective 3.16 - Capital Improvements:  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.01 - City Services:  
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- Objective 4.06 - Public Participation:  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision- making process.

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

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

**STORMWATER:**

Stormwater will be addressed as the area proposed for annexation develops. It is anticipated that the residential development will typically utilize curb adjacent swales to manage the site runoff.

**TRAFFIC:**

The proposed annexation would not likely adversely affect the surrounding area with regard to traffic. Fernan Hill Road has the available capacity to accommodate additional traffic generated from the subject site.



**STREETS:**

The subject site is currently undeveloped. The site has frontage along the north side of Fernan Hill Road. Any necessary improvements to this site would be addressed during the subdivision and/or site development process. The Streets and Engineering Department has no objection to this annexation request as proposed.

*-Submitted by Chris Bosley, City Engineer*

**WATER:**

There is adequate capacity in the public water system to support domestic irrigation for the proposed annexation. This proposed annexation is at the end of a boosted zone and will most likely need a private booster approved by DEQ at the property to supply adequate PSI to the property.

There is an existing 8" water main in E. Fernan Hill Road. Any additional main extensions, Booster stations and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional Service will have cap fees due at the time of building permit issuance.

*-Submitted by Kyle Marine, Asst. Water Superintendent*

**WASTEWATER:**

The nearest public sanitary sewer is located within the Fernan Hill Right-of-Way which borders the southerly boundary of the Subject Property.

The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and 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 request as proposed.

*-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:** *City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

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

**PHYSICAL CHARACTERISTICS:**

The +/- 2.50 acre parcel is located on the on the north side of Fernan Hill Road and is currently vacant. There is approximately 372' of street frontage. The subject property is heavily wooded. The subject property, if annexed, will be subject to the City's Hillside Regulations if the slope is greater than 15%. There is approximately a 35 foot elevation difference from the high point to the low point (See zoning/contour map on page 11) on the subject property. The physical characteristics of the site appear to be suitable for the request at this time.

**PHOTO OF SUBJECT PROPERTY:**

*View of the subject property looking north along Fernan Hill Road.*



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

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

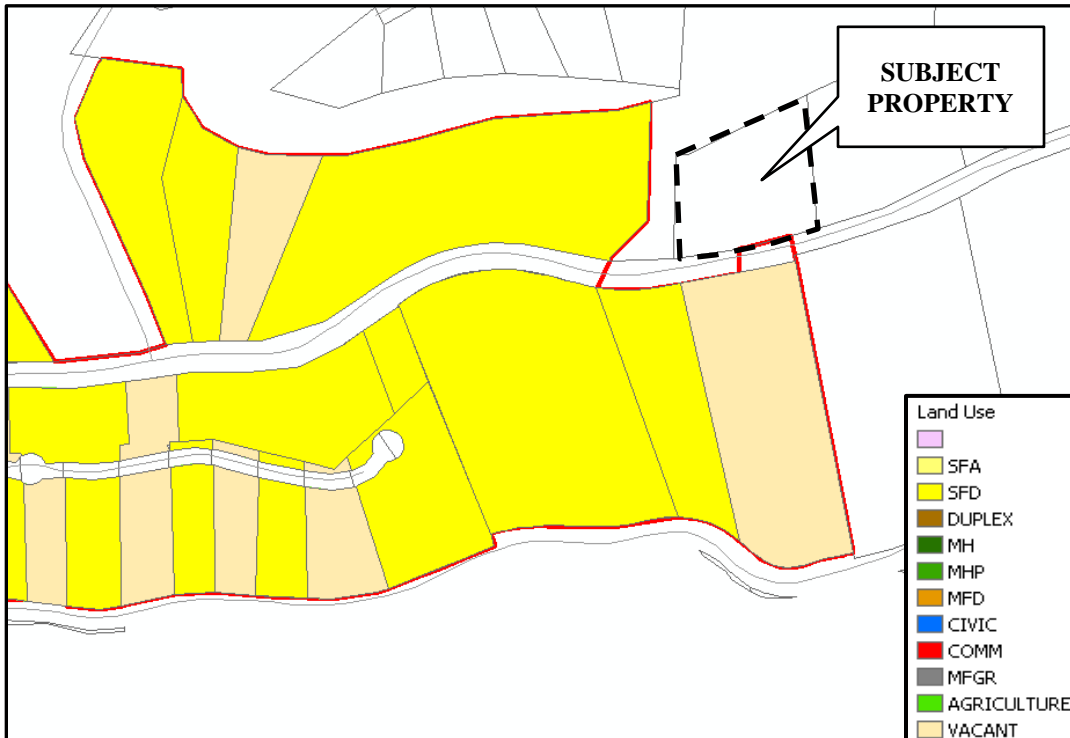
**TRAFFIC:**

The proposed annexation would not likely adversely affect the surrounding area with regard to traffic. Fernan Hill Road has the available capacity to accommodate additional traffic generated from the subject site.

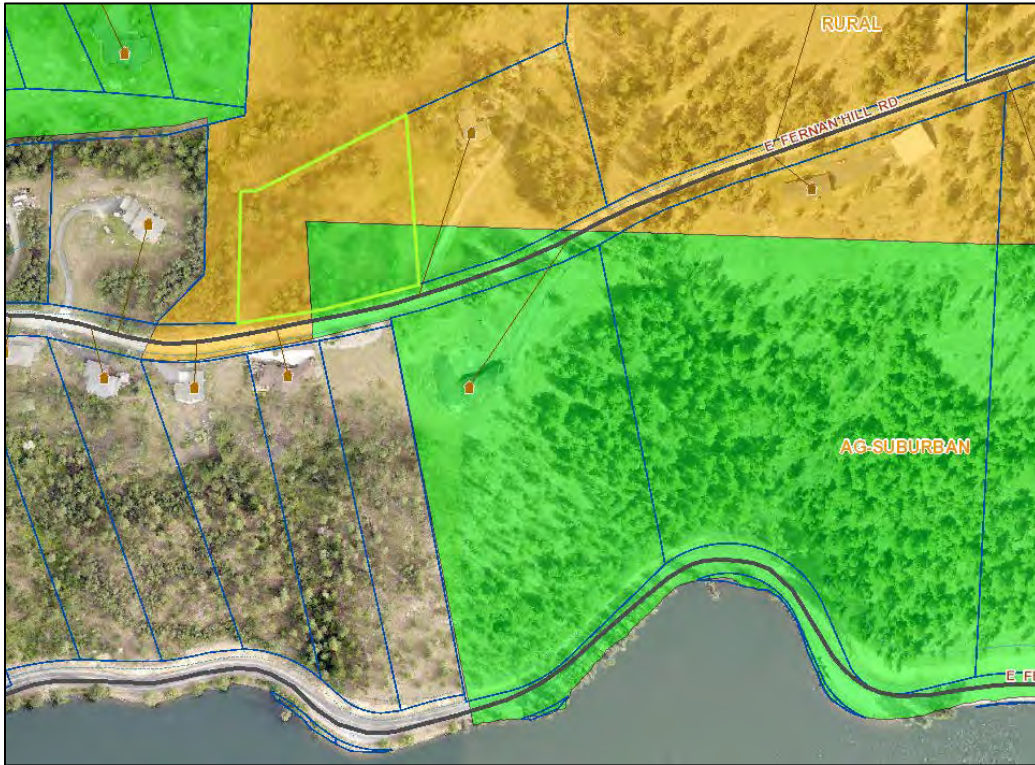
**NEIGHBORHOOD CHARACTER:**

The subject property is currently vacant. The property owner is requesting the R-1 zoning district to allow for a future single-family home. The property is in an area of single-family residences that are zoned R-1 on the north side of Fernan Hill Rd. and R-3 on the south side of Fernan Hill Road. The proposed zoning is R-1 which allows 1 unit per gross acre and single family only would be consistent with the surrounding densities. The County zoning surrounding the property is County AG-Suburban and Rural.

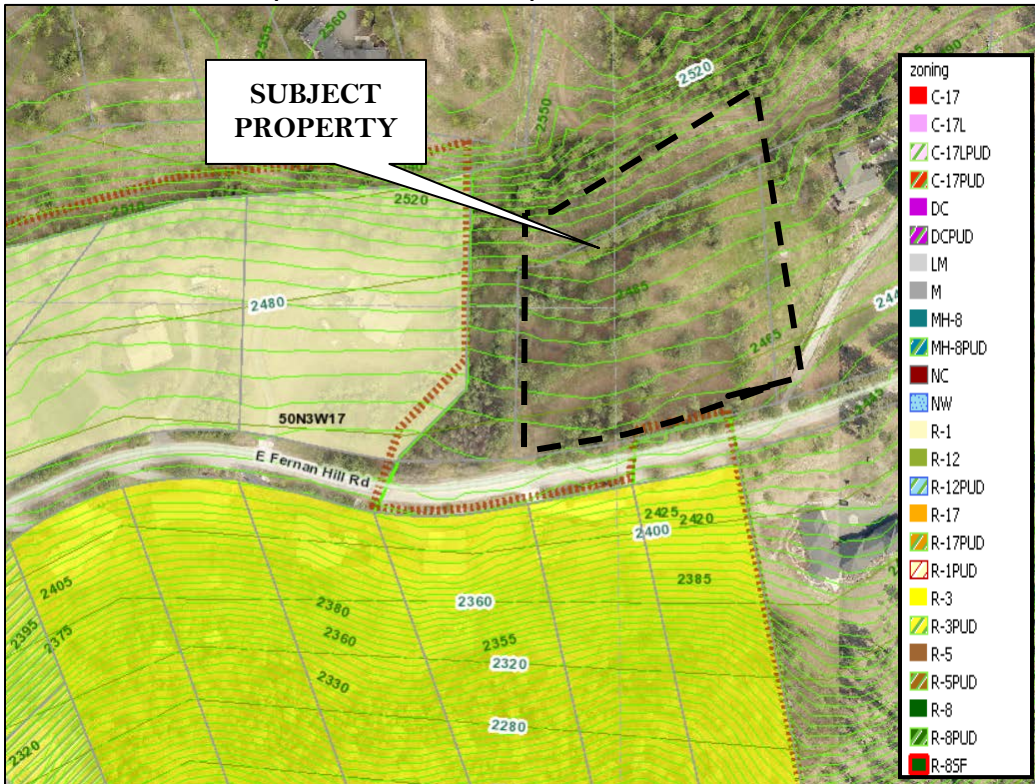
**GENERALIZED LAND USE PATTERN:**



**COUNTY ZONING MAP:**



**EXISTING ZONING (WITH CONTOURS):**



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

**PROPOSED ITEMS FOR AN ANNEXATION AGREEMENT:**

- Any future changes to the lot configuration, shall be required to meet all Subdivision Standards.

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2010 Coeur d'Alene Trails Master Plan

**ACTION ALTERNATIVES:**

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

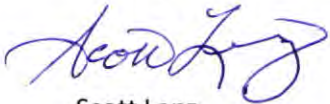
## Narrative

We are requesting R-1 Zoning which is compatible with the parcels in the neighborhood. The neighborhood legal description is Albert Holm Estates.

This property is part of the Fernan Hill Bench. The property fits under the City's goal as a lower density single family parcel. Additionally, the property has a natural building site and would preserve the trees that are closest to the road.

Our intent is to build a home and keep the natural beauty of the parcel intact.

Thank you,

A handwritten signature in blue ink, appearing to read "Scott Lenz", is written over the typed name.

Scott Lenz

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on October 9, 2018 and there being present a person requesting approval of ITEM A-2-18, a request for zoning prior to annexation from County Rural and Ag-Suburban to City R-1.

APPLICANT: DAVE AND YVONNE PALMER

LOCATION: +/- 2.50 ACRE PARCEL LOCATED ON THE NORTH SIDE OF FERNAN HILL ROAD.

**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 single family
- B2. That the Comprehensive Plan Map designation is Fernan Hill Bench-Urban Reserve.
- B3. That the zoning is County Rural and Ag-Suburban.
- 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 October 9, 2018.

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

- Objective 1.05 -Vistas:  
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- Objective 1.06 -Vistas:  
Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.
- Objective 1.13 –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 3.02 –Managed Growth:  
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.04 -Neighborhoods:  
Encourage the formation of active neighborhood associations and advocate their participation in the public process.
- Objective 3.05 - Neighborhoods:  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.07 –Neighborhoods:  
Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.
- Objective 3.08 -Housing:  
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- Objective 3.16 - Capital Improvements:  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.01 - City Services:  
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- Objective 4.06 - Public Participation:  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision- making process.



- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on that sewer and water capacity is adequate and other services are available.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because there are some slopes, there is adequate street frontage and 2.50 acres to find a suitable site that shouldn't be any challenges.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the R-1 development would be comparable to the surrounding developments.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of Dave and Yvonne Palmer for zoning prior to annexation, as described in the application should be approved.

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

- Any future changes to the lot configuration, shall be required to meet all Subdivision Standards.


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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Commissioner Luttrupp was absent.

Motion to approve carried by a 5 to 0 vote.

  
 \_\_\_\_\_  
 CHAIRMAN TOM MESSINA

Applicant        Dave and Yvonrte Palmer  
Location:        Fernan Hill Road  
Request:         A proposed 2.50 acre annexation from County Agricultural Suburban  
                         to City R-1 zoning district.  
                         LEGISLATIVE (A-2-18)

Mike Behary, Associate Planner, stated that Scott Lenz, on behalf of Dave and Yvonne Palmer, are requesting approval of a proposed 2.50+/- acre annexation from County Rural & AG-Suburban to city R-1 zoning district (Residential at 1 units/acre).

Mr. Behary provided the following statements:

- The Comprehensive Plan designates this area as: Fernan Hill Bench – Urban Reserve.
- The 2.50 acre parcel is located on the north side of Fernan Hill Road. The subject property, if annexed, will be subject to the City's Hillside Regulations if the slope is greater than 15%. The physical characteristics of the site appear to be suitable for the request at this time.
- He noted that all city departments didn't have any concerns regarding this property.
- He presented various photos of the property
- He provided a map showing the generalized land use pattern which is residential.
- He provided a map showing what the property is zoned in the county.
- There are no proposed items for an Annexation Agreement.

Mr. Behary concluded his presentation and stood for questions.

Commission Comments:

None.

Public testimony open.

Scott Lenz, applicant representative, stated that he didn't have anything to add and will stand for questions.

Commission Comments:

Commissioner Ingalls stated that a benefit of annexing this parcel into the city is that this parcel will need to conform to the restrictive Hillside Regulation's. He questioned if the applicant is aware of those regulations.

Mr. Lenz stated they are aware of the Hillside Regulations.

Commissioner Ingalls stated by annexing this parcel into the city, that the applicant will get to pay city tax and city fees and questioned if the only reason for this request is to obtain sewer and water.

Mr. Lenz stated that is correct and to make this property more attractive to build on if city services are available.

Public testimony closed.

Commissioner Ingalls stated that this property belongs in the City and that R-1 is the appropriate zone for

the property.

**Motion by Ingalls, seconded by Fleming, to approve Item A-2-18. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

# City Council Meeting



February 5, 2019

## A-2-18: Annexation

**APPLICANT:**

Scott Lenz

**OWNER:**

Dave and Yvonne Palmer

**SUBJECT:**

Request for zoning designation prior to annexation

**LOCATION:**

A 2.50 acre parcel on the north side of Fernan Hill Road



## A-2-18: Annexation Comprehensive Decision Points

The applicant is requesting:

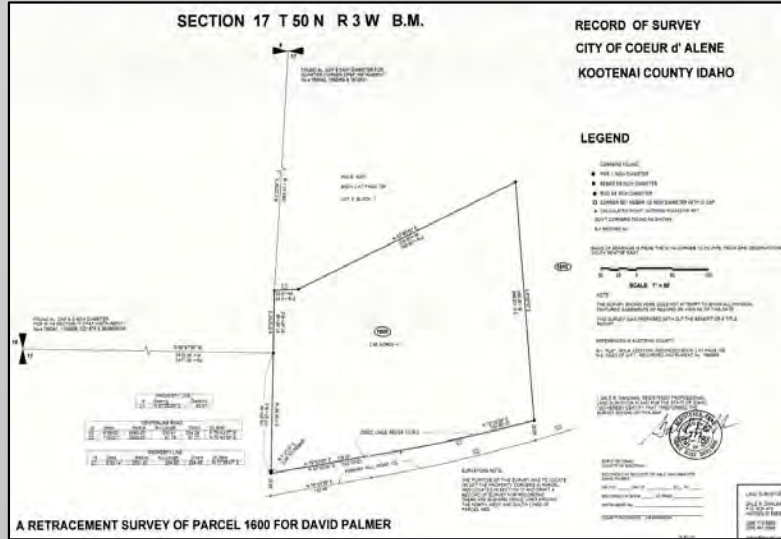
1. Annexation of +/- 2.50 acres
2. R-1 zoning designation



## A-2-18: Annexation Vicinity Map



# A-2-18: Annexation Map



# A-2-18: Annexation History Map



## A-2-18: Annexation Requested R-1 Zoning District

### **17.05.010: GENERALLY:**

This district is intended as a residential area that permits single family detached housing at a density of 1 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

## A-2-18: Annexation 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.



## A-2-18: Annexation Required Findings

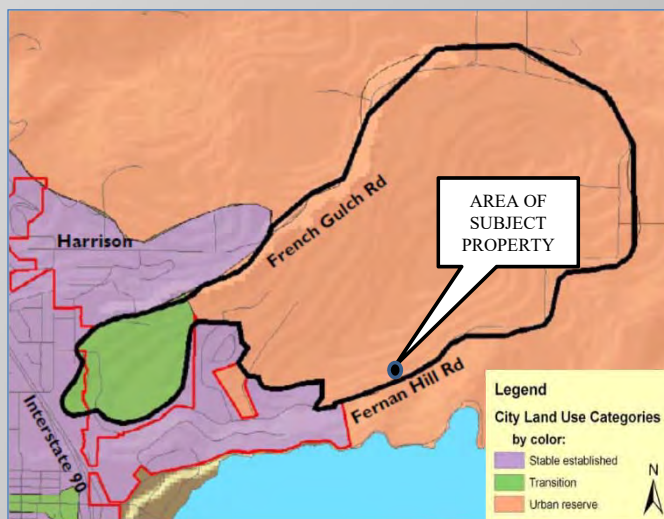
**Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:**

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

*Fernan Hill Bench- Urban Reserve*

## A-2-18: Annexation Finding #B8: continued



### Fernan Hill Bench - Urban Reserve:

These areas represent lower priorities for city growth due to natural constraints such as topography, soils, and wetlands. They also have city service constraints such as water, sewer, and police and fire protection.





## A-2-18: Annexation Finding #B8: continued

### **Fernan Hill Bench Today:**

This area is generally located between French Gulch and Fernan Hill roads and extends east from Interstate 90 approaching the Area of City Impact (ACI) boundary. The area is sparsely developed with single-family dwellings on lots ranging in size from two acres to several hundred acres. The Fernan Hill Bench consists of gently rolling terrain with adjacent, increasingly steep slopes. Coniferous forest dominates a majority of this area.



## A-2-18: Annexation Finding #B8: continued

### **Fernan Hill Bench Tomorrow:**

Future development will require infrastructure and hillside development, and will present tree and open space preservation challenges. The area is generally envisioned to continue to develop as a lower density, single-family area with care taken to preserve the natural vegetation, views, and open space on steeper slopes.



## A-2-18: Annexation Finding #B8: continued

### **Characteristics of Fernan Hill Bench neighborhoods will be:**

- That overall density in this area will be approximately one dwelling unit per five acres (1:5). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- As the area grows, parcels not suitable for development should be preserved for open space through conservation easements, clustering, acquisitions, etc.

*Continued on the next slide*

## A-2-18: Annexation Finding #B8: continued

### **Characteristics of Fernan Hill Bench neighborhoods will be:**

- Provision of infrastructure to this area will make development difficult because of a significant increase in topographical extremes east of Fernan Hill Estates subdivision.
- Potential traffic issues must be addressed prior to development as “downstream” neighborhoods will be impacted.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

## A-2-18: Annexation Finding #B8: Comp Plan Goals & Objectives

### Objectives:

1.05- Vistas	3.05 – Neighborhoods
1.06 - Vistas	3.08 – Housing
1.10 - Hillside Protection	3.16 – Capital Improvements
1.13- Open Space	4.01 – City Services
1.14 –Efficiency	4.02 – City Services
3.02 – Managed Growth	4.06 – Public Participation
3.04 – Neighborhoods	



## A-2-18: Annexation Required Findings

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

### **STORMWATER:**

Stormwater will be addressed as the area proposed for annexation develops. It is anticipated that the development will typically utilize curb adjacent swales to manage the site runoff. 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-2-18: Annexation Department Comments

### **Finding #B9: (continued)**

#### **STREETS:**

The subject site is currently undeveloped. The site has frontage along the north side of Fernan Hill Road. Any necessary improvements to this site would be addressed during the subdivision and/or site development process. The Streets and Engineering Department has no objection to this annexation request as proposed.

*-Submitted by Chris Bosley, City Engineer*

## A-2-18: Annexation Department Comments

### **Finding #B9: (continued)**

#### **WATER:**

There is adequate capacity in the public water system to support domestic irrigation for the proposed annexation. This proposed annexation at the end of a boosted zone and will most likely need a private booster approved by DEQ at the property to supply adequate PSI to the property.

There is an existing 8" water main in E. Fernan Hill Road. Any additional main extensions, Booster stations and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional Service will have cap fees due at the time of building permit issuance.

*-Submitted by Kyle Marine, Assistant Water Superintendent*

## A-2-18: Annexation Department Comments

### **Finding #B9: (continued)**

#### **WASTEWATER:**

The nearest public sanitary sewer is located within the Fernan Hill Right-of-Way which borders the southerly boundary of the Subject Property.

The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and 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 request as proposed

## A-2-18: Annexation 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*

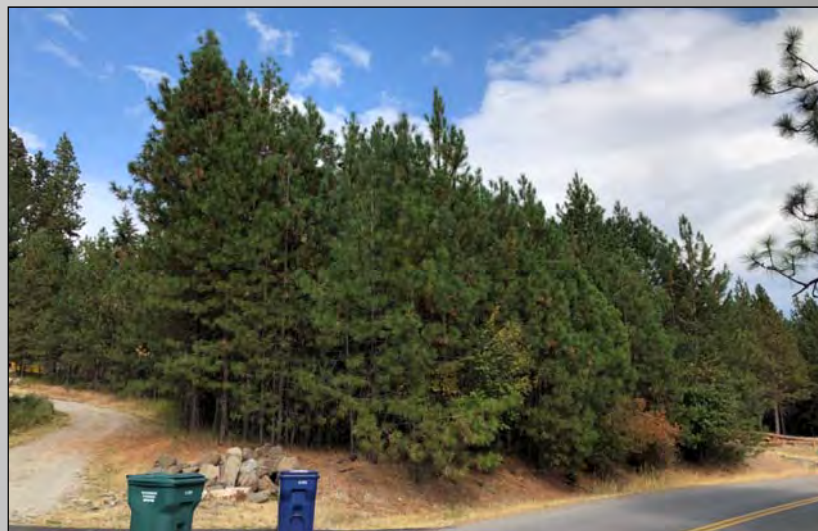
## A-2-18: Annexation Required Findings

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

The 2.50 acre parcel is located on the north side of Fernan Hill Road and is currently vacant. There is approximately 372' of street frontage. The subject property, if annexed, will be subject to the City's Hillside Regulations if the slope is greater than 15%. There is approximately a 35' elevation difference from the high point to the low point on the subject property. The physical characteristics of the site appear to be suitable for the request at this time.

## A-2-18: Annexation Photo of Subject Property

View of the subject property looking north.



## A-2-18: Annexation 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:**

The subject property is currently vacant. The property owner is requesting the R-1 zoning district to allow for a future single-family home. The property is in an area of single-family residences that are zoned R-1 on the north side of Fernan Hill Rd. and R-3 on the south side of Fernan Hill Road. The proposed zoning is R-1 which allows 1 unit per gross acre and single family only would be consistent with the surrounding densities.

## A-2-18: Annexation Department Comments

**Finding #B11: (continued)**

**TRAFFIC:**

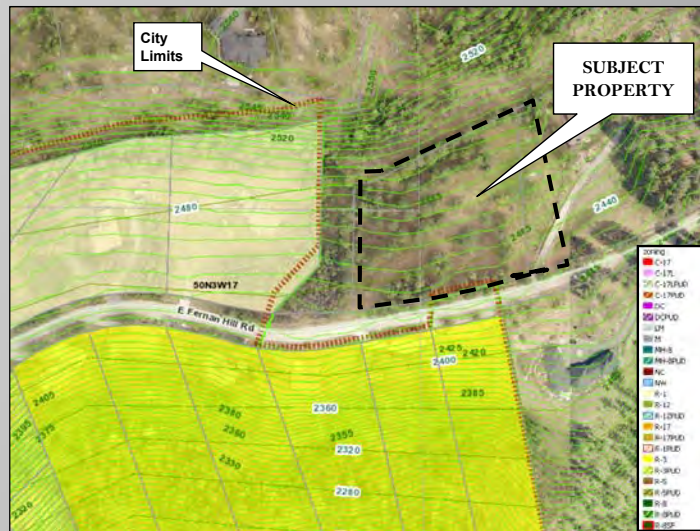
The proposed annexation would not likely adversely affect the surrounding area with regard to traffic. Fernan Hill Road has the available capacity to accommodate additional traffic generated from the subject site.

*-Submitted by Chris Bosley, City Engineer*

## A-2-18: Annexation Generalized Existing Land Uses



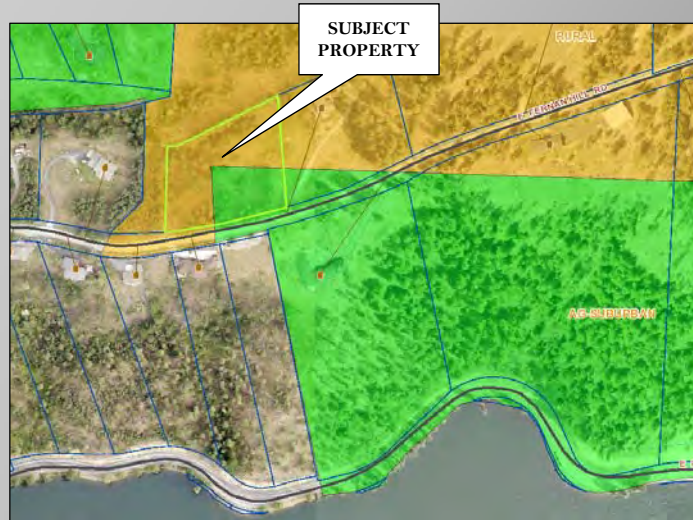
## A-2-18: Annexation Existing Zoning with Contours





## A-2-18: Annexation County Zoning

The Subject property is currently zoned Rural and AG-Suburban within Kootenai County



## A-2-18: Annexation Proposed Items for Annexation Agreement

- 1) Any future changes to the lot configuration, shall be required to meet all Subdivision Standards.

## A-2-18: Annexation Action Alternatives

The City Council must consider this request and make appropriate findings:

- To approve
- Deny
- Deny without prejudice



**MEMORANDUM**

DATE: JANUARY 15, 2019  
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK  
RE: FEE INCREASES

---

**DECISION POINT:** To approve fee amendment as proposed within the Administration, Finance, Fire, Library, Police, and Water Departments.

**HISTORY:** The City is required to hold a public hearing for proposed fees in excess of five percent (5%) pursuant to Idaho Code 63-1311A. While some of the fees listed below are simply being clarified and/or removed, which is not required to be included in the public hearing, it is staff's desire to keep all changes together for ease of tracking all changes. The following is an explanation of the changes for each department and the proposed fees.

**ADMINISTRATION:** The Administration Department requests an updates to the public parking fee structure. The Parking Commission reviewed the proposed changes that are intended to provide more consistency throughout the lots and to set the event parking fee structure on the highest and best use. Two new lots are being added to the fee structure to include the Library and City Hall campus.

**PARKING FEES:**

Coeur d'Alene Avenue Parking Structure

Monthly Parking Permits:

- ~~• 5 day pass \$ 20.00~~
- ~~• bulk (minimum 15 prepaid 5 day passes) \$ 15.00/parking space~~
- ~~• 7 day pass (each) \$ 35.00~~
- Parking passes \$15/month plus processing fees

Event Parking:

- Half Ironman \$ 10.00/parking space

McEuen Parking Structure

- ~~0-2 hours N/C~~
- ~~2-3 hours \$ 3.00/parking space~~
- ~~3-4 hours \$ 4.00/parking space~~
- ~~4-5 hours \$ 5.00/parking space~~
- ~~5-6 hours \$ 6.00/parking space~~
- ~~6-7 hours \$ 7.00/parking space~~
- ~~7-8 hours \$ 8.00/parking space~~
- ~~8-9 hours \$ 9.00/parking space~~
- ~~9-10 hours \$ 10.00/parking space~~
- ~~Ea. add'l hour after 10 hours \$ 1.00/hour/parking space~~

Single Stall \$ 1.00/hour  
Oversized Vehicles Parking Rate x 2 \$2.00/hour

Monthly Parking Permits:

- Parking passes \$20/month (not pro-rated)
- Parking passes after May 1, 2019 \$25/month

Event Parking:

Holiday Lighting Parade (½ day) \$ ~~157.00~~/parking space  
 Car d'Alene – Noon Friday, all day Saturday \$ ~~107.00~~/parking space  
 Art on the Green/Street Fair (all day) \$ ~~107.00~~/parking space  
 Half Ironman – All day (~~both events starting 2016~~) \$ ~~157.00~~/parking space  
~~Street Fair event parking all day Friday – Saturday \$ 7.00/parking space~~

Independence Point Parking

~~0-1 hour \$ 1.00/parking space  
 1-2 hours \$ 2.00/parking space  
 2-3 hours \$ 3.00/parking space  
 3-4 hours \$ 4.00/parking space  
 4-5 hours \$ 5.00/parking space  
 5-6 hours \$ 6.00/parking space  
 6-7 hours \$ 7.00/parking space  
 7-8 hours \$ 8.00/parking space  
 8-9 hours \$ 9.00/parking space  
 9-10 hours \$ 10.00/parking space  
 Ea. add'l hour \$ 1.00/hour/parking space~~

- ~~\$3.00/hour from May 1 – September 30~~
- ~~\$2.00/hour from October 1 – April 30~~
- ~~No overnight or RV parking~~

Event Parking:

~~4th of July (all day) \$ 7.00/parking space  
 Holiday Lighting Parade (½ day) \$ 20.00/parking space  
 Art on the Green/Street Fair (all day) \$ 10.00/parking space  
 Car d'Alene – Noon Friday, all day Saturday \$ 10.00/parking space  
 Half Ironman – (All day) \$ 20.00/parking space~~

Museum Parking Lot

- ~~\$2.00/hour~~
- ~~No overnight or RV parking~~
- ~~0-1 hour \$1.00/parking space~~
- ~~Ea. add'l hour to 8 hours \$1.00/hour~~

Event parking:

Holiday Lighting Parade (½ day) \$ ~~157.00~~/parking space  
 Art on the Green/Street Fair (all day) \$ ~~107.00~~/parking space  
 Car d'Alene – Noon Friday, all day Saturday \$ ~~107.00~~/parking space  
~~Half Ironman – (All day) (~~both events starting 2016~~) \$- ~~157.00~~/parking space~~

~~—Street Fair event parking all day Friday—Saturday\$ 7.00/parking space~~

Memorial Field Public Parking Lot

• ~~—\$1.00/hour~~

• ~~—No overnight or RV parking~~

~~0-1 hour \$1.00/parking space~~

~~Ea. add'l hour to 8 hours \$1.00/hour~~

Event parking:

~~Holiday Lighting Parade (½ day) \$107.00/parking space~~

~~Art on the Green/Street Fair (all day) \$ 107.00/parking space~~

~~Car d'Alene – Noon Friday, all day Saturday \$ 107.00/parking space~~

~~Half Ironman – (All day (both events starting 2016) \$ 107.00/parking space~~

~~—Street Fair event parking all day Friday—Saturday\$ 7.00/parking space~~

4<sup>th</sup> & Coeur d'Alene Ave. Public Parking Lot

~~Monthly Parking Permit \$20.00/parking space~~

Evenings & Weekends:

~~—1—2 Hrs \$ 2.00/parking space~~

~~—2—10 Hrs \$ 4.00/parking space~~

Event parking:

~~4th of July (all day) \$ 7.00/parking space~~

~~Holiday Lighting Parade (½ day) \$ 7.00/parking space~~

~~Art on the Green/Street Fair (all day) \$ 7.00/parking space~~

~~Car d'Alene— Noon Friday, all day Saturday \$ 7.00/parking space~~

~~Half Ironman— All day (both events starting 2016) \$ 7.00/parking space~~

~~Street Fair event parking all day Friday—Saturday \$ 7.00/parking space~~

Library

• ~~—2 hours free parking, no paid parking (no change)~~

City Hall Campus

• ~~—0 – 2 hours free~~

• ~~—3+ hours, \$1.00/hour for single stalls, \$2.00/hour for oversized stalls~~

• ~~—Monthly parking permits \$20/month plus processing fees~~

**MARINA FEES**

Moorage Docks (Same as 3<sup>rd</sup> St. Parking Lot Rates)

~~1<sup>st</sup> 2 hours/24 hr. parking period N/C~~

~~3<sup>rd</sup> & 4<sup>th</sup> Hour/24 hr. parking period \$ 1.00/parking space~~

~~Additional hours/24 hr. parking period \$ .50/parking space Max. \$10.00~~

~~Monthly Parking Permits \$ 20.00/parking space~~

~~\$2.00/hour~~

Overnight Parking/~~24 hr. parking period~~\*(11:00 p.m. – 8:00 a.m.)— \$ ~~15.00~~25.00/parking space

~~\*Overnight parking is continuous parking between the hours of 11:00 p.m. and 6:00 a.m.~~

**FINANCE:** The Finance Departments setting a fee to collect the charges placed on the city by the bank when a check is returned due to non-sufficient funds.

Non-sufficient Fund (NSF) returned check fee: \$20.00

~~Street Lighting~~All Real property with Residential Illumination:

~~Intensity Zone and residential property in other zones~~ Fee:— ~~\$2.58~~ 2.71/mo.

~~Nonresidential real property within the Moderate Illumination Intensity Zone~~—\$2.53/mo.

~~High Illumination Intensity Zone~~—\$2.72/mo.

**FIRE:** The Fire Department has been conducting inspections for firework displays and are proposing a fee to cover their costs of such an inspection.

Fireworks Display Permit - includes inspection for aerial, proximal, and commercial displays \$100.00

**LIBRARY:** The Library Board has instituted a policy of not charging the fine to minors. This amendment provides clarification that this is fee will only be charged to adult accounts.

### **Fines**

Fines on all overdue circulating items \*\$0.10/day/item

\*Applicable to adult accounts only

**POLICE:** The Police Department recommends an increase in the fees for police use for security and traffic control to reflect wage increases. The animal control fees were reviewed and it was determined that appropriate fees be set. Additionally, the traffic school is no longer being offered and they request the repeal of these fees.

### Security/Traffic Control

Patrol Officer: \$~~30.75~~35.00 (2-hour minimum)

Sergeants: \$~~43.05~~48.00 (2-hour minimum)

Lieutenants: \$~~55.35~~60.00 (2-hour minimum)

Processing fee per request: \$~~20.00~~ 25.00

Vehicle Use: \$~~20.00~~25.00/4 hours (4-hour minimum per vehicle)

~~Traffic School~~

~~Registration Fee~~—\$75.00/person

Animal Impound Fees

**Impound First Day** \$50.00 (Impound Processing \$30.00 plus Impound First Day \$20.00)

Animal Control Fines

Noise/ Odor \$100.00

Attacking, Biting, Chasing \$100.00

**WATER:** The Water Department recently had a water rate study completed and a workshop held with the City Council on January 17, 2019. The proposed fee structure is based on a formula that was set forth in a recent Supreme Court case and will assist with keeping up with future growth.

**SCHEDULE 1  
METERED RATES**

**Cost-of-Service Water Rates**

Meter Size	Current	Approved Future Rate Increases					
	2012	April 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
3/4"	\$6.51	\$6.67	\$7.00	\$7.34	\$7.70	\$8.08	\$8.48
1"	\$7.17	\$7.35	\$7.71	\$8.09	\$8.49	\$8.91	\$9.35
1-1/2"	\$8.04	\$8.24	\$8.64	\$9.06	\$9.50	\$9.97	\$10.46
2"	\$10.45	\$10.71	\$11.23	\$11.78	\$12.36	\$12.97	\$13.61
3"	\$28.19	\$28.89	\$30.31	\$31.80	\$33.36	\$34.99	\$36.70
4"	\$34.77	\$35.64	\$37.39	\$39.22	\$41.14	\$43.16	\$45.27
6"	\$50.10	\$51.35	\$53.87	\$56.51	\$59.28	\$62.18	\$65.23
8"	\$67.62	\$69.31	\$72.71	\$76.27	\$80.01	\$83.93	\$88.04
10"	\$87.33	\$89.51	\$93.90	\$98.50	\$103.33	\$108.39	\$113.70

**Water Rates**

Meter Size	Current	Approved Future Rate Increases				
	2018	April 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
3/4"	\$8.48	\$8.78	\$9.09	\$9.41	\$9.74	\$10.08
1"	\$9.35	\$9.68	\$10.02	\$10.37	\$10.73	\$11.11
1-1/2"	\$10.46	\$10.83	\$11.21	\$11.60	\$12.01	\$12.43
2"	\$13.61	\$14.09	\$14.58	\$15.09	\$15.62	\$16.17
3"	\$36.70	\$37.98	\$39.31	\$40.69	\$42.11	\$43.58
4"	\$45.27	\$46.85	\$48.49	\$50.19	\$51.95	\$53.77
6"	\$65.23	\$67.51	\$69.87	\$72.32	\$74.85	\$77.47
8"	\$88.04	\$91.12	\$94.31	\$97.61	\$101.03	\$104.57
10"	\$113.70	\$117.68	\$121.80	\$126.06	\$130.47	\$135.04

Class	Volume Rates (\$/1,000gal)					
	April 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Residential (0-30 Kgals)	\$0.74	\$0.78	\$0.82	\$0.86	\$0.90	\$0.94
Residential (Over 30 Kgals)	\$1.07	\$1.12	\$1.17	\$1.23	\$1.29	\$1.35
Non-Residential	\$0.65	\$0.68	\$0.71	\$0.74	\$0.78	\$0.82
Irrigation-Only	\$0.86	\$0.90	\$0.94	\$0.99	\$1.04	\$1.09

Class	Volume Rates (\$/1,000gal)				
	April 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Residential (0-30 Kgals)	\$0.95	\$0.98	\$1.01	\$1.05	\$1.09
Residential (31-50 Kgals)	\$1.37	\$1.42	\$1.47	\$1.52	\$1.57
Residential (Over 50 Kgals)	\$1.86	\$1.93	\$2.00	\$2.07	\$2.14
Non-Residential Low (0-50 Kgals)	\$0.85	\$0.88	\$0.91	\$0.94	\$0.97
Non-Residential Low (Over 50 Kgals)	\$1.67	\$1.73	\$1.79	\$1.85	\$1.91
Non-Residential High	\$0.85	\$0.88	\$0.91	\$0.94	\$0.97
Irrigation (0-200 Kgals)	\$1.13	\$1.17	\$1.21	\$1.25	\$1.29
Irrigation (201-400 Kgals)	\$1.52	\$1.57	\$1.62	\$1.68	\$1.74
Irrigation (Over 400 Kgals)	\$1.86	\$1.93	\$2.00	\$2.07	\$2.14

## WATER

### SCHEDULE 2

#### WATER CAPITALIZATION FEES

A capitalization fee will be assessed for every separate metered service connection to a water pipeline.

#### CAPITALIZATION FEE SCHEDULE

Cap Fees	Current Fees	April 2013	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
-	-	-	-	-	-	-	-
Meter Size:	-	-	-	-	-	-	-
3/4"	\$2,045	\$2,157	\$2,276	\$2,401	\$2,533	\$2,672	\$2,819
1"	\$3,467	\$3,602	\$3,801	\$4,010	\$4,230	\$4,462	\$4,708
-	-	-	-	-	-	-	-
Service Size:	-	-	-	-	-	-	-
Existing-Only	-	-	-	-	-	-	-
Existing 1-1/2"	\$6,759	\$7,183	\$7,579	\$7,995	\$8,435	\$8,898	\$9,387
2"	\$10,849	\$11,497	\$12,131	\$12,797	\$13,501	\$14,242	\$15,025
Existing 3"	\$20,451	\$23,015	\$24,285	\$25,619	\$27,027	\$28,510	\$30,079
4"	\$34,144	\$35,957	\$37,941	\$40,025	\$42,225	\$44,542	\$46,993



6"	\$68,112	\$71,893	\$75,859	\$80,025	\$84,425	\$89,058	\$93,957
8"	\$109,014	\$115,033	\$121,379	\$128,045	\$135,085	\$142,498	\$150,337
10"	\$195,122	\$165,377	\$174,501	\$184,085	\$194,205	\$204,862	\$216,133

<u>Cap Fees</u>	<u>Current Fees</u>	<u>April 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
-	-	-	-	-	-	-
<u>Meter Size:</u>	-	-	-	-	-	-
<u>3/4"</u>	\$2,819	\$2,918	\$3,020	\$3,126	\$3,235	\$3,348
<u>1"</u>	\$4,708	\$4,873	\$5,044	\$5,221	\$5,404	\$5,593
-	-	-	-	-	-	-
<u>Service Size:</u>	-	-	-	-	-	-
<b><u>Existing Only</u></b>						
<u>Existing 1-1/2"</u>	\$9,387	\$9,717	\$10,057	\$10,409	\$10,773	\$11,150
<u>2"</u>	\$15,025	\$15,553	\$16,097	\$16,660	\$17,243	\$17,847
<u>Existing 3"</u>	\$30,079	\$31,135	\$32,225	\$33,353	\$34,520	\$35,728
<u>4"</u>	\$46,993	\$48,643	\$50,346	\$52,108	\$53,932	\$55,820
<u>6"</u>	\$93,957	\$97,257	\$100,661	\$104,184	\$107,830	\$111,604
<u>8"</u>	\$150,337	\$155,617	\$161,064	\$166,701	\$172,536	\$178,575
<u>10"</u>	\$216,133	\$223,723	\$231,553	\$239,657	\$248,045	\$256,727

**FINANCIAL:** The fees will cover city costs, no revenue is projected.

**DECISION POINT/RECOMMENDATION:** To approve fee amendment as proposed within the within the Administration, Finance, Fire, Library, Police, and Water Departments.

RESOLUTION NO. 19-005

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

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary; and

WHEREAS, the proposed fees are reasonably related to, and do not exceed, the actual cost of the services rendered; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees shall be established;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following new and adjusted fees are adopted as indicated.

**ADMINISTRATION:** The Administration Department requests an updates to the public parking fee structure. The Parking Commission reviewed the proposed changes that are intended to provide more consistency throughout the lots and to set the event parking fee structure on the highest and best use. Two new lots are being added to the fee structure to include the Library and City Hall campus.

**PARKING FEES:**

Coeur d'Alene Avenue Parking Structure

Monthly Parking Permits:

- ~~5 day pass~~ ~~\_\_\_\_\_~~ ~~\$ 20.00~~
- ~~bulk (minimum 15 prepaid 5 day passes)~~ ~~\_\_\_\_\_~~ ~~\$ 15.00/parking space~~
- ~~7 day pass (each)~~ ~~\_\_\_\_\_~~ ~~\$ 35.00~~
- Parking passes \_\_\_\_\_ \$15/month plus processing fees

Event Parking:

- Half Ironman \_\_\_\_\_ \$ 10.00/parking space

McEuen Parking Structure

- ~~0-2 hours~~ ~~\_\_\_\_\_~~ ~~N/C~~
- ~~2-3 hours~~ ~~\_\_\_\_\_~~ ~~\$ 3.00/parking space~~
- ~~3-4 hours~~ ~~\_\_\_\_\_~~ ~~\$ 4.00/parking space~~
- ~~4-5 hours~~ ~~\_\_\_\_\_~~ ~~\$ 5.00/parking space~~
- ~~5-6 hours~~ ~~\_\_\_\_\_~~ ~~\$ 6.00/parking space~~
- ~~6-7 hours~~ ~~\_\_\_\_\_~~ ~~\$ 7.00/parking space~~
- ~~7-8 hours~~ ~~\_\_\_\_\_~~ ~~\$ 8.00/parking space~~

8-9 hours	\$ 9.00/parking space
9-10 hours	\$ 10.00/parking space
Ea. add'l hour after 10 hours	\$ 1.00/hour/parking space
Single Stall	\$ 1.00/hour
Oversized Vehicles	Parking Rate x 2 \$2.00/hour

Monthly Parking Permits:

- Parking passes \$20/month (not pro-rated)
- Parking passes after May 1, 2019 \$25/month

Event Parking:

Holiday Lighting Parade (½ day)	\$ 157.00/parking space
Car d'Alene – Noon Friday, all day Saturday	\$ 107.00/parking space
Art on the Green/Street Fair (all day)	\$ 107.00/parking space
Half Ironman – All day (both events starting 2016)	\$ 157.00/parking space
Street Fair event parking all day Friday – Saturday	\$ 7.00/parking space

Independence Point Parking

0-1 hour	\$ 1.00/parking space
1-2 hours	\$ 2.00/parking space
2-3 hours	\$ 3.00/parking space
3-4 hours	\$ 4.00/parking space
4-5 hours	\$ 5.00/parking space
5-6 hours	\$ 6.00/parking space
6-7 hours	\$ 7.00/parking space
7-8 hours	\$ 8.00/parking space
8-9 hours	\$ 9.00/parking space
9-10 hours	\$ 10.00/parking space
Ea. add'l hour	\$ 1.00/hour/parking space
• \$3.00/hour	from May 1 – September 30
• \$2.00/hour	from October 1 – April 30
•	<u>No overnight or RV parking</u>

Event Parking:

4th of July (all day)	\$ 7.00/parking space
Holiday Lighting Parade (½ day)	\$ 20.00/parking space
Art on the Green/Street Fair (all day)	\$ 10.00/parking space
Car d'Alene – Noon Friday, all day Saturday	\$ 10.00/parking space
Half Ironman – (All day)	\$ 20.00/parking space

Museum Parking Lot

• \$2.00/hour	
•	<u>No overnight or RV parking</u>
0-1 hour	\$1.00/parking space
Ea. add'l hour to 8 hours	\$1.00/hour

Event parking:

Holiday Lighting Parade (½ day)	\$ 157.00/parking space
Art on the Green/Street Fair (all day)	\$ 107.00/parking space

Car d'Alene – Noon Friday, all day Saturday \$ ~~107.00~~/parking space  
 Half Ironman – (All day ~~(both events starting 2016)~~) \$- ~~157.00~~/parking space  
~~Street Fair event parking all day Friday – Saturday \$ 7.00/parking space~~

Memorial Field Public Parking Lot

- \$1.00/hour
- No overnight or RV parking

~~0-1 hour \$1.00/parking space~~  
~~Ea. add'l hour to 8 hours \$1.00/hour~~

Event parking:

Holiday Lighting Parade (½ day) \$ ~~107.00~~/parking space  
 Art on the Green/Street Fair (all day) \$ ~~107.00~~/parking space  
 Car d'Alene – Noon Friday, all day Saturday \$ ~~107.00~~/parking space  
 Half Ironman – (All day ~~(both events starting 2016)~~) \$ ~~107.00~~/parking space  
~~Street Fair event parking all day Friday – Saturday \$ 7.00/parking space~~

4<sup>th</sup> & Coeur d'Alene Ave. Public Parking Lot

~~Monthly Parking Permit \$20.00/parking space~~

Evenings & Weekends:

~~1 – 2 Hrs \$ 2.00/parking space~~  
~~2 – 10 Hrs \$ 4.00/parking space~~

Event parking:

~~4th of July (all day) \$ 7.00/parking space~~  
~~Holiday Lighting Parade (½ day) \$ 7.00/parking space~~  
~~Art on the Green/Street Fair (all day) \$ 7.00/parking space~~  
~~Car d'Alene – Noon Friday, all day Saturday \$ 7.00/parking space~~  
~~Half Ironman – All day (both events starting 2016) \$ 7.00/parking space~~  
~~Street Fair event parking all day Friday – Saturday \$ 7.00/parking space~~

Library

- 2 hours free parking, no paid parking (no change)

City Hall Campus

- 0 – 2 hours free
- 3+ hours, \$1.00/hour for single stalls, \$2.00/hour for oversized stalls
- Monthly parking permits \$20/month plus processing fees

**MARINA FEES**

Moorage Docks (Same as 3<sup>rd</sup> St. Parking Lot Rates)

~~1<sup>st</sup> 2 hours/24 hr. parking period N/C~~  
~~3<sup>rd</sup> & 4<sup>th</sup> Hour/24 hr. parking period \$ 1.00/parking space~~  
~~Additional hours/24 hr. parking period \$ .50/parking space – Max. \$10.00~~  
~~Monthly Parking Permits \$ 20.00/parking space~~  
~~\$2.00/hour~~  
~~Overnight Parking/24 hr. parking period\*(11:00 p.m. – 8:00 a.m) \$ 15.00~~25.00/parking space

\*Overnight parking is continuous parking between the hours of 11:00 p.m. and 6:00 a.m.

**FINANCE:** The Finance Departments setting a fee to collect the charges placed on the city by the bank when a check is returned due to non-sufficient funds.

Non-sufficient Fund (NSF) returned check fee: \$20.00

Street Lighting

All Real property with Residential Illumination:

Intensity Zone and residential property in other zones Fees- \$2.58 2.71/mo.

Nonresidential real property within the Moderate Illumination Intensity Zone \$2.53 2.66/mo.

High Illumination Intensity Zone \$2.72 2.86/mo.

**FIRE:** The Fire Department has been conducting inspections for firework displays and are proposing a fee to cover their costs of such an inspection.

Fireworks Display Permit - includes inspection for aerial, proximal, and commercial displays  
\$100.00

**LIBRARY:** The Library Board has instituted a policy of not charging the fine to minors. This amendment provides clarification that this is fee will only be charged to adult accounts.

**Fines**

Fines on all overdue circulating items \*\$0.10/day/item

\*Applicable to adult accounts only

**POLICE:** The Police Department recommends an increase in the fees for police use for security and traffic control to reflect wage increases. The animal control fees were reviewed and it was determined that appropriate fees be set. Additionally, the traffic school is no longer being offered and they request the repeal of these fees.

Security/Traffic Control

Patrol Officer: \$30.75 35.00 (2-hour minimum)

Sergeants: \$43.05 48.00 (2-hour minimum)

Lieutenants: \$55.35 60.00 (2-hour minimum)

Processing fee per request: \$20.00 25.00

Vehicle Use: \$20.00 25.00/4 hours (4-hour minimum per vehicle)

Traffic School

Registration Fee \$75.00/person

Animal Impound Fees

Impound First Day \$50.00 (Impound Processing \$30.00 plus Impound First Day \$20.00)

Animal Control Fines

Noise/ Odor	\$100.00
Attacking, Biting, Chasing	\$100.00

**WATER:** The Water Department recently had a water rate study completed and a workshop held with the City Council on January 17, 2019. The proposed fee structure is based on a formula that was set forth in a recent Supreme Court case and will assist with keeping up with future growth.

**SCHEDULE 1  
METERED RATES**

**Cost of Service Water Rates**

Meter Size	Current	Approved Future Rate Increases					
	2012	April 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
3/4"	\$6.51	\$6.67	\$7.00	\$7.34	\$7.70	\$8.08	\$8.48
1"	\$7.17	\$7.35	\$7.71	\$8.09	\$8.49	\$8.91	\$9.35
1-1/2"	\$8.04	\$8.24	\$8.64	\$9.06	\$9.50	\$9.97	\$10.46
2"	\$10.45	\$10.71	\$11.23	\$11.78	\$12.36	\$12.97	\$13.61
3"	\$28.19	\$28.89	\$30.31	\$31.80	\$33.36	\$34.99	\$36.70
4"	\$34.77	\$35.64	\$37.39	\$39.22	\$41.14	\$43.16	\$45.27
6"	\$50.10	\$51.35	\$53.87	\$56.51	\$59.28	\$62.18	\$65.23
8"	\$67.62	\$69.31	\$72.71	\$76.27	\$80.01	\$83.93	\$88.04
10"	\$87.33	\$89.51	\$93.90	\$98.50	\$103.33	\$108.39	\$113.70

**Water Rates**

Meter Size	Current	Approved Future Rate Increases				
	2018	April 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
3/4"	\$8.48	\$8.78	\$9.09	\$9.41	\$9.74	\$10.08
1"	\$9.35	\$9.68	\$10.02	\$10.37	\$10.73	\$11.11
1-1/2"	\$10.46	\$10.83	\$11.21	\$11.60	\$12.01	\$12.43
2"	\$13.61	\$14.09	\$14.58	\$15.09	\$15.62	\$16.17
3"	\$36.70	\$37.98	\$39.31	\$40.69	\$42.11	\$43.58
4"	\$45.27	\$46.85	\$48.49	\$50.19	\$51.95	\$53.77
6"	\$65.23	\$67.51	\$69.87	\$72.32	\$74.85	\$77.47
8"	\$88.04	\$91.12	\$94.31	\$97.61	\$101.03	\$104.57
10"	\$113.70	\$117.68	\$121.80	\$126.06	\$130.47	\$135.04

**Volume Rates (\$/1,000gal)**

Class	April 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Residential (0-30 Kgals)	\$0.74	\$0.78	\$0.82	\$0.86	\$0.90	\$0.94
Residential (Over 30 Kgals)	\$1.07	\$1.12	\$1.17	\$1.23	\$1.29	\$1.35
Non-Residential	\$0.65	\$0.68	\$0.71	\$0.74	\$0.78	\$0.82
Irrigation-Only	\$0.86	\$0.90	\$0.94	\$0.99	\$1.04	\$1.09

**Volume Rates (\$/1,000gal)**

<u>Class</u>	<u>April 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
<u>Residential (0-30 Kgals)</u>	<u>\$0.95</u>	<u>\$0.98</u>	<u>\$1.01</u>	<u>\$1.05</u>	<u>\$1.09</u>
<u>Residential (31-50 Kgals)</u>	<u>\$1.37</u>	<u>\$1.42</u>	<u>\$1.47</u>	<u>\$1.52</u>	<u>\$1.57</u>
<u>Residential (Over 50 Kgals)</u>	<u>\$1.86</u>	<u>\$1.93</u>	<u>\$2.00</u>	<u>\$2.07</u>	<u>\$2.14</u>
<u>Non-Residential Low (0-50 Kgals)</u>	<u>\$0.85</u>	<u>\$0.88</u>	<u>\$0.91</u>	<u>\$0.94</u>	<u>\$0.97</u>
<u>Non-Residential Low (Over 50 Kgals)</u>	<u>\$1.67</u>	<u>\$1.73</u>	<u>\$1.79</u>	<u>\$1.85</u>	<u>\$1.91</u>
<u>Non-Residential High</u>	<u>\$0.85</u>	<u>\$0.88</u>	<u>\$0.91</u>	<u>\$0.94</u>	<u>\$0.97</u>
<u>Irrigation (0-200 Kgals)</u>	<u>\$1.13</u>	<u>\$1.17</u>	<u>\$1.21</u>	<u>\$1.25</u>	<u>\$1.29</u>
<u>Irrigation (201-400 Kgals)</u>	<u>\$1.52</u>	<u>\$1.57</u>	<u>\$1.62</u>	<u>\$1.68</u>	<u>\$1.74</u>
<u>Irrigation (Over 400 Kgals)</u>	<u>\$1.86</u>	<u>\$1.93</u>	<u>\$2.00</u>	<u>\$2.07</u>	<u>\$2.14</u>

**WATER  
SCHEDULE 2  
WATER CAPITALIZATION FEES**

A capitalization fee will be assessed for every separate metered service connection to a water pipeline.

**CAPITALIZATION FEE SCHEDULE**

<u>Cap Fees</u>	<u>Current Fees</u>	<u>April 2013</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>	<u>January 1, 2017</u>	<u>January 1, 2018</u>
-	-	-	-	-	-	-	-
<u>Meter Size:</u>	-	-	-	-	-	-	-
<u>3/4"</u>	<u>\$2,045</u>	<u>\$2,157</u>	<u>\$2,276</u>	<u>\$2,401</u>	<u>\$2,533</u>	<u>\$2,672</u>	<u>\$2,819</u>
<u>1"</u>	<u>\$3,467</u>	<u>\$3,602</u>	<u>\$3,801</u>	<u>\$4,010</u>	<u>\$4,230</u>	<u>\$4,462</u>	<u>\$4,708</u>
-	-	-	-	-	-	-	-
<u>Service Size:</u>	-	-	-	-	-	-	-
<b><u>Existing Only</u></b>							
<u>Existing 1 1/2"</u>	<u>\$6,759</u>	<u>\$7,183</u>	<u>\$7,579</u>	<u>\$7,995</u>	<u>\$8,435</u>	<u>\$8,898</u>	<u>\$9,387</u>
<u>2"</u>	<u>\$10,849</u>	<u>\$11,497</u>	<u>\$12,131</u>	<u>\$12,797</u>	<u>\$13,501</u>	<u>\$14,242</u>	<u>\$15,025</u>
<u>Existing 3"</u>	<u>\$20,451</u>	<u>\$23,015</u>	<u>\$24,285</u>	<u>\$25,619</u>	<u>\$27,027</u>	<u>\$28,510</u>	<u>\$30,079</u>
<u>4"</u>	<u>\$34,144</u>	<u>\$35,957</u>	<u>\$37,941</u>	<u>\$40,025</u>	<u>\$42,225</u>	<u>\$44,542</u>	<u>\$46,993</u>
<u>6"</u>	<u>\$68,112</u>	<u>\$71,893</u>	<u>\$75,859</u>	<u>\$80,025</u>	<u>\$84,425</u>	<u>\$89,058</u>	<u>\$93,957</u>
<u>8"</u>	<u>\$109,014</u>	<u>\$115,033</u>	<u>\$121,379</u>	<u>\$128,045</u>	<u>\$135,085</u>	<u>\$142,498</u>	<u>\$150,337</u>
<u>10"</u>	<u>\$195,122</u>	<u>\$165,377</u>	<u>\$174,501</u>	<u>\$184,085</u>	<u>\$194,205</u>	<u>\$204,862</u>	<u>\$216,133</u>

<u>Cap Fees</u>	<u>Current Fees</u>	<u>April 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
-	-	-	-	-	-	-
<u>Meter Size:</u>	-	-	-	-	-	-
<u>3/4"</u>	<u>\$2,819</u>	<u>\$2,918</u>	<u>\$3,020</u>	<u>\$3,126</u>	<u>\$3,235</u>	<u>\$3,348</u>
<u>1"</u>	<u>\$4,708</u>	<u>\$4,873</u>	<u>\$5,044</u>	<u>\$5,221</u>	<u>\$5,404</u>	<u>\$5,593</u>
-	-	-	-	-	-	-
<u>Service Size:</u>	-	-	-	-	-	-
<b><u>Existing Only</u></b>						

<u>Existing 1-1/2"</u>	<u>\$9,387</u>	<u>\$9,717</u>	<u>\$10,057</u>	<u>\$10,409</u>	<u>\$10,773</u>	<u>\$11,150</u>
<u>2"</u>	<u>\$15,025</u>	<u>\$15,553</u>	<u>\$16,097</u>	<u>\$16,660</u>	<u>\$17,243</u>	<u>\$17,847</u>
<u>Existing 3"</u>	<u>\$30,079</u>	<u>\$31,135</u>	<u>\$32,225</u>	<u>\$33,353</u>	<u>\$34,520</u>	<u>\$35,728</u>
<u>4"</u>	<u>\$46,993</u>	<u>\$48,643</u>	<u>\$50,346</u>	<u>\$52,108</u>	<u>\$53,932</u>	<u>\$55,820</u>
<u>6"</u>	<u>\$93,957</u>	<u>\$97,257</u>	<u>\$100,661</u>	<u>\$104,184</u>	<u>\$107,830</u>	<u>\$111,604</u>
<u>8"</u>	<u>\$150,337</u>	<u>\$155,617</u>	<u>\$161,064</u>	<u>\$166,701</u>	<u>\$172,536</u>	<u>\$178,575</u>
<u>10"</u>	<u>\$216,133</u>	<u>\$223,723</u>	<u>\$231,553</u>	<u>\$239,657</u>	<u>\$248,045</u>	<u>\$256,727</u>

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are hereby adopted, effective immediately.

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

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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





## **FEE PUBLIC HEARING**

**FEBRUARY 5, 2019**

**Notice of the proposed fees were published on January 22 and 29, 2019. A Full posting of the proposed fees were posted to the City website on January 22, 2019.**



## **PROPOSED FEE ADJUSTMENTS**

**Includes increases, removals, clarification, and new fees within the Administration, Finance, Fire, Library, Police, and Water. All other fees remain the same.**



## **Water**

**The Water Department recently had a water rate study completed and a workshop held with the City Council on January 17, 2019. The proposed fee structure is based on a formula that was set forth in a recent Supreme Court case and will assist with keeping up with future growth.**



**SCHEDULE 1  
METERED RATES**

<u>Meter Size</u>	<u>Current</u>	<u>Approved Future Rate Increases</u>				
	<u>2018</u>	<u>April 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
<u>3/4"</u>	\$8.48	\$8.78	\$9.09	\$9.41	\$9.74	\$10.08
<u>1"</u>	\$9.35	\$9.68	\$10.02	\$10.37	\$10.73	\$11.11
<u>1-1/2"</u>	\$10.46	\$10.83	\$11.21	\$11.60	\$12.01	\$12.43
<u>2"</u>	\$13.61	\$14.09	\$14.58	\$15.09	\$15.62	\$16.17
<u>3"</u>	\$36.70	\$37.98	\$39.31	\$40.69	\$42.11	\$43.58
<u>4"</u>	\$45.27	\$46.85	\$48.49	\$50.19	\$51.95	\$53.77
<u>6"</u>	\$65.23	\$67.51	\$69.87	\$72.32	\$74.85	\$77.47
<u>8"</u>	\$88.04	\$91.12	\$94.31	\$97.61	\$101.03	\$104.57
<u>10"</u>	\$113.70	\$117.68	\$121.80	\$126.06	\$130.47	\$135.04



**Volume Rates (\$/1,000gal)**

<u>Class</u>	<u>April 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
<u>Residential (0-30 Kgals)</u>	\$0.95	\$0.98	\$1.01	\$1.05	\$1.09
<u>Residential (31-50 Kgals)</u>	\$1.37	\$1.42	\$1.47	\$1.52	\$1.57
<u>Residential (Over 50 Kgals)</u>	\$1.86	\$1.93	\$2.00	\$2.07	\$2.14
<u>Non-Residential Low (0-50 Kgals)</u>	\$0.85	\$0.88	\$0.91	\$0.94	\$0.97
<u>Non-Residential Low (Over 50 Kgals)</u>	\$1.67	\$1.73	\$1.79	\$1.85	\$1.91
<u>Non-Residential High</u>	\$0.85	\$0.88	\$0.91	\$0.94	\$0.97
<u>Irrigation (0-200 Kgals)</u>	\$1.13	\$1.17	\$1.21	\$1.25	\$1.29
<u>Irrigation (201-400 Kgals)</u>	\$1.52	\$1.57	\$1.62	\$1.68	\$1.74
<u>Irrigation (Over 400 Kgals)</u>	\$1.86	\$1.93	\$2.00	\$2.07	\$2.14



**SCHEDULE 2**

**WATER CAPITALIZATION FEES** A capitalization fee will be assessed for every separate metered service connection to a water pipeline. CAPITALIZATION FEE SCHEDULE

<u>Cap Fees</u>	<u>Current Fees</u>	<u>April 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
<u>Meter Size:</u>	-	-	-	-	-	-
<u>3/4"</u>	<u>\$2,819</u>	<u>\$2,918</u>	<u>\$3,020</u>	<u>\$3,126</u>	<u>\$3,235</u>	<u>\$3,348</u>
<u>1"</u>	<u>\$4,708</u>	<u>\$4,873</u>	<u>\$5,044</u>	<u>\$5,221</u>	<u>\$5,404</u>	<u>\$5,593</u>
<u>Service Size:</u>	-	-	-	-	-	-
<u>Existing Only</u>						
<u>Existing 1-</u>			<u>\$10,057</u>	<u>\$10,409</u>	<u>\$10,773</u>	<u>\$11,150</u>
<u>1/2"</u>	<u>\$9,387</u>	<u>\$9,717</u>				
<u>2"</u>	<u>\$15,025</u>	<u>\$15,553</u>	<u>\$16,097</u>	<u>\$16,660</u>	<u>\$17,243</u>	<u>\$17,847</u>
<u>Existing</u>			<u>\$32,225</u>	<u>\$33,353</u>	<u>\$34,520</u>	<u>\$35,728</u>
<u>3"</u>	<u>\$30,079</u>	<u>\$31,135</u>				
<u>4"</u>	<u>\$46,993</u>	<u>\$48,643</u>	<u>\$50,346</u>	<u>\$52,108</u>	<u>\$53,932</u>	<u>\$55,820</u>
<u>6"</u>	<u>\$93,957</u>	<u>\$97,257</u>	<u>\$100,661</u>	<u>\$104,184</u>	<u>\$107,830</u>	<u>\$111,604</u>
<u>8"</u>	<u>\$150,337</u>	<u>\$155,617</u>	<u>\$161,064</u>	<u>\$166,701</u>	<u>\$172,536</u>	<u>\$178,575</u>
<u>10"</u>	<u>\$216,133</u>	<u>\$223,723</u>	<u>\$231,553</u>	<u>\$239,657</u>	<u>\$248,045</u>	<u>\$256,727</u>

# Police

**Proposed increase in the fees for police use for security and traffic control to reflect wage increases. The animal control fees were reviewed and it was determined that appropriate fees be set. Additionally, the traffic school is no longer being offered and is being removed.**



Security/Traffic Control

Patrol Officer: ~~\$30.75~~ 35.00 (2-hour minimum)  
 Sergeants: ~~\$43.05~~ 48.00 (2-hour minimum)  
 Lieutenants: ~~\$55.35~~ 60.00 (2-hour minimum)  
 Processing fee per request: ~~\$20.00~~ 25.00  
 Vehicle Use: ~~\$20.00~~ 25.00/4 hours (4-hour minimum per vehicle)

Traffic School

Registration Fee ~~—————~~ \$75.00/person

Animal Impound Fees

Impound First Day ~~\$50.00~~ ~~30.00~~ (Impound Processing \$30.00 plus Impound First Day \$20.00)

Animal Control Fines

Noise/ Odor ~~—————~~ \$100.00

Attacking, Biting, Chasing ~~—————~~ \$100.00



# Library

## Clarification that late fees do not apply to the accounts of minors

Fines

Fines on all overdue circulating items ~~—~~\$0.10/day/item

\*Applicable to adult accounts only



# Fire

## Proposed fee for Fireworks Display permits/inspections

Fireworks Display Permit - includes inspection for aerial, proximal, and commercial displays \$100.00



# Finance

## Proposed fee for Non-sufficient Fund checks and an increase in street lighting fees

Non-sufficient Fund (NSF) returned check fee: \$20.00

Street Lighting All Real property with Residential Illumination:  
Intensity Zone and residential property in other zones Fee: \$ ~~2.58~~ 2.71/mo.  
Nonresidential real property within the Moderate Illumination Intensity Zone ~~\$ 2.53/mo.~~  
High Illumination Intensity Zone ~~\$ 2.72/mo.~~



# Administration

## Parking fees as recommended by the Parking Commission



# Parking

- To clarify that one type of monthly parking pass is being offered, and to clarify the hourly rate.
- Event parking has been amended for each lot to reflect an increased rate for those event base on lot location and to clarify half Ironman event (street fair was noted twice so the redundancy was removed).
- Marina fees were simplified to a \$2.00/hour zone with an increase to overnight moorage.
- Two new lots were added: Library and City Hall Campus
- Removal of the 4<sup>th</sup> and Coeur d'Alene Avenue parking lot



### Coeur d'Alene Avenue Parking Structure

#### Monthly Parking Permits:

- ~~5 day pass~~ ~~\$ 20.00~~
- ~~bulk – (minimum 15 prepaid 5-day passes)~~ ~~\$ 15.00/parking space~~
- ~~7 day pass (each)~~ ~~\$ 35.00~~
- Parking passes \$15/month plus processing fees

#### Event Parking:

- Half Ironman \$ 10.00/parking space



### McEuen Parking Structure

0-2 hours	N/C
2-3 hours	\$ 3.00/parking space
3-4 hours	\$ 4.00/parking space
4-5 hours	\$ 5.00/parking space
5-6 hours	\$ 6.00/parking space
6-7 hours	\$ 7.00/parking space
7-8 hours	\$ 8.00/parking space
8-9 hours	\$ 9.00/parking space
9-10 hours	\$ 10.00/parking space
Ea. add'l hour after 10 hours	\$ 1.00/hour/parking space

Single Stall \$ 1.00/hour

Oversized Vehicles Parking Rate x 2 \$2.00/hour

#### Monthly Parking Permits:

- Parking passes \$20/month (not pro-rated)
- Parking passes after May 1, 2019 \$25/month

#### Event Parking:

- Holiday Lighting Parade (½ day) \$ 15.00/parking space
- Car d'Alene – Noon Friday, all day Saturday \$ 10.00/parking space
- Art on the Green/Street Fair (all day) \$ 10.00/parking space
- Half Ironman – All day (both events starting 2016) \$ 15.00/parking space
- Street Fair event parking all day Friday – Saturday \$ 7.00/parking space





Independence Point Parking

0-1 hour	\$ 1.00/parking space
1-2 hours	\$ 2.00/parking space
2-3 hours	\$ 3.00/parking space
3-4 hours	\$ 4.00/parking space
4-5 hours	\$ 5.00/parking space
5-6 hours	\$ 6.00/parking space
6-7 hours	\$ 7.00/parking space
7-8 hours	\$ 8.00/parking space
8-9 hours	\$ 9.00/parking space
9-10 hours	\$ 10.00/parking space
Ea. add'l hour	\$ 1.00/hour/parking space

• \$3.00/hour from May 1 – September 30

• \$2.00/hour from October 1 – April 30

• No overnight or RV parking

Event Parking:

<u>4th of July (all day)</u>	\$ 7.00/parking space
<u>Holiday Lighting Parade (½ day)</u>	\$ 20.00/parking space
<u>Art on the Green/Street Fair (all day)</u>	\$ 10.00/parking space
<u>Car d’Alene – Noon Friday, all day Saturday</u>	\$ 10.00/parking space
<u>Half Ironman – (All day)</u>	\$ 20.00/parking space



Museum Parking Lot

- \$2.00/hour
- No overnight or RV parking

0-1 hour \$1.00/parking space

Ea. add'l hour to 8 hours \$1.00/hour

Event parking:

<u>Holiday Lighting Parade (½ day)</u>	\$ <del>15</del> 7.00/parking space
<u>Art on the Green/Street Fair (all day)</u>	\$ <del>10</del> 7.00/parking space
<u>Car d’Alene – Noon Friday, all day Saturday</u>	\$ <del>10</del> 7.00/parking space
<u>Half Ironman – (All day <del>both events starting 2016</del>)</u>	\$ <del>15</del> 7.00/parking space
<u>Street Fair event parking all day Friday – Saturday</u>	\$ 7.00/parking space



Memorial Field Public Parking Lot

- ~~\_\_\_\_\_ \$1.00/hour~~
- ~~\_\_\_\_\_ No overnight or RV parking~~

~~0-1 hour \_\_\_\_\_ \$1.00/parking space~~  
~~Ea. add'l hour to 8 hours \_\_\_\_\_ \$1.00/hour~~

Event parking:

~~Holiday Lighting Parade (½ day) \_\_\_\_\_ \$107.00/parking space~~  
~~Art on the Green/Street Fair (all day) \_\_\_\_\_ \$ 107.00/parking space~~  
~~Car d'Alene – Noon Friday, all day Saturday \_\_\_\_\_ \$ 107.00/parking space~~  
~~Half Ironman – [All day (both events starting 2016)] \_\_\_\_\_ \$ 107.00/parking space~~  
~~Street Fair event parking all day Friday – Saturday \$ 7.00/parking space~~



4<sup>th</sup> & Coeur d'Alene Ave. Public Parking Lot

~~Monthly Parking Permit \_\_\_\_\_ \$20.00/parking space~~

Evenings & Weekends:

~~— 1 – 2 Hrs \_\_\_\_\_ \$ 2.00/parking space~~  
~~— 2 – 10 Hrs \_\_\_\_\_ \$ 4.00/parking space~~

Event parking:

~~4th of July (all day) \_\_\_\_\_ \$ 7.00/parking space~~  
~~Holiday Lighting Parade (½ day) \_\_\_\_\_ \$ 7.00/parking space~~  
~~Art on the Green/Street Fair (all day) \_\_\_\_\_ \$ 7.00/parking space~~  
~~Car d'Alene – Noon Friday, all day Saturday \_\_\_\_\_ \$ 7.00/parking space~~  
~~Half Ironman – All day (both events starting 2016) \_\_\_\_\_ \$ 7.00/parking space~~  
~~Street Fair event parking all day Friday – Saturday \_\_\_\_\_ \$ 7.00/parking space~~

Library

- ~~2 hours free parking, no paid parking (no change)~~

City Hall Campus

- ~~0 – 2 hours free~~
- ~~3+ hours, \$1.00/hour for single stalls, \$2.00/hour for oversized stalls~~
- ~~Monthly parking permits \$20/month plus processing fees~~



**MARINA FEES**

Moorage Docks (Same as 3<sup>rd</sup> St. Parking Lot Rates)

1 <sup>st</sup> -2 hours/24 hr. parking period	N/C
3 <sup>rd</sup> & 4 <sup>th</sup> Hour/24 hr. parking period	\$ 1.00/parking space
Additional hours/24 hr. parking period	\$ .50/parking space
Max. \$10.00	
Monthly Parking Permits	\$ 20.00/parking space
<u>\$2.00/hour</u>	
Overnight Parking /24 hr. parking period* ( <u>11:00 p.m. – 8:00 a.m.</u> )	\$ 15.00 <u>25.00</u> /parking space

\*Overnight parking is continuous parking between the hours of 11:00 p.m. and 6:00 a.m.



- **Questions to Departments**
- **Public Testimony**
- **DECISION POINT/RECOMMENDATION:** To approve fee amendment as proposed within the Library and Police Departments.

