

**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.

**June 18, 2019**

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

**B. INVOCATION:** Pastor Steve Massey with Hayden Bible 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. PRESENTATIONS:**

1. Health Corridor Update

**Presented by: Ben Weymouth, TO-Engineers**

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

**G. ANNOUNCEMENTS**

1. City Council
2. Mayor -

- a. Appointment of Cory English to the Pedestrian & Bicycle Advisory Committee.

**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 June 4, 2019 Council Meeting.
2. Approval of General Services Committee Meeting Minutes from June 10, 2019.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for Monday, June 24, 2019 at 12:00 noon and 4:00 p.m. respectively.
6. Approval of Outdoor Seating Permit at 705 River Avenue, Fort Ground Grill
7. Approval of Eleven (11) Fireworks Stand Permits for the 2019 Season

**As Recommended by the City Clerk**

**8. Resolution No. 19-020 –**

1. Approval of Bid Award and Agreement with Big Sky Idaho Corporation for the 2019 Fernan Lift Station Retrofit Project
2. Approval of a one-year extension to the Contribution Agreement between Thorco Inc., and the Panhandle Parks Foundation for Thorco Field Agreement with an expiration date of June 30, 2022
3. Approval of Amendments to the CDATV Policy and Procedures Manual
4. Approval of Professional Services Agreement with Jeff Crowe d/b/a Bunkhouse Media, for Television Operation/Professional Services
5. Approval of Professional Services Agreement with Architects West, Inc. for Operations Building Renovations
6. Approval of Lease of City-Controlled Parking Spaces to the Chamber of Commerce on the 4th of July to Generate Revenue to Help Pay for the Cost of the Community Fireworks Display
7. Approval of Sole Source Purchase of Portable Radios, Mobile Radios, and Purchase of Two Vehicles for the Police Department

**As Recommended by the General Services Committee**

**I. OTHER BUSINESS:**

1. **Resolution No. 19-021 -** Approval of an Agreement for Financing of Construction with ignite cda for public improvements to the Memorial Field Grandstand.

**Staff Report by: Bill Greenwood, Parks and Recreation Director**

2. **Resolution No. 19-022 -** Approval of an Agreement with MIG, Inc. to update the City's Comprehensive Plan, Vision and Implementation Plan for the project known as Envision Coeur d'Alene.

**Staff Report by: Hilary Anderson, Community Planning Director  
and Sean Holm, Senior Planner**

3. A-1-19: A proposed 4.6-acre annexation from County Commercial to R-17 zoning district; Location: 7725 N. Ramsey Road; Applicant: Ted P. Burnside and Tammi L. Kerr.

**Pursuant to Council Action on April 16, 2019**

- a. **Resolution No. 19-023** – Annexation Agreement with Ted P. Burnside and Tammie L. Kerr for the annexation of 4.6-acre located at 7725 N. Ramsey Road; zoning from County Commercial to R-17 zoning district.
- b. **Council Bill No. 19-1006** – Ordinance approving the annexation of 4.6-acre annexation located at 7725 N. Ramsey Road; zoning from County Commercial to R-17 zoning district.

**J. PUBLIC HEARINGS:**

1. (Legislative) A-2-19 -Location: 6215 N. Atlas Road; A proposed 11.73-acre annexation from County Industrial to C-17 zoning district; Applicant: John Hern

**Staff Report by: Sean Holm, Senior Planner**

2. (Legislative) CDBG 2018 Consolidated Annual Performance Evaluation Report (CAPER)

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

**J. ADJOURNMENT**

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



# Coeur d'Alene

## CITY COUNCIL MEETING

*June 18, 2019*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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



# ANNOUNCEMENTS

# Memo to Council

DATE: June 13, 2019

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 18<sup>th</sup> Council Meeting:

CORY ENGLISH

PEDESTRIAN & BICYCLE ADV. COMMITTEE

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

Sincerely,

Amy Ferguson  
Executive Assistant

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

# 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

JUNE 4, 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, June 4, 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 )  
Kiki Miller )  
Loren Ron Edinger )  
Dan English )  
Dan Gookin )

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

**INVOCATION:** Pastor J.O. Owens with Heart of the City Church provided the invocation.

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

**Proclamation for Alzheimer's & Brain Awareness Month – June 2019:** Mayor Widmyer proclaimed the month of June as Alzheimer's & Brain Awareness Month. Patricia Christo, Outreach Coordinator; Leslie Woodfill, Events Coordinator and Joel Loiacono, Regional Director, Eastern Washington & Northern Idaho, accepted the proclamation and noted that their annual Awareness Walk will be held in Coeur d'Alene on September 28, 2019 in Riverstone Park for a walk to end Alzheimer's. Mr. Loiacono noted that 26,000 people in Idaho have Alzheimer's, with 85,000 caregivers giving 97 million hours of unpaid care. He noted that people can reduce their risk by making key lifestyle changes, such as engaging in physical activity and continued social engagement and good heart health. Additionally, if someone thinks a family member is showing signs of the disease, they should practice the ABC's -- assess the changes in Abilities, changes in Behaviors, and note changes in Communication. The most important thing is to begin conversations, and contact the local Alzheimer's association for help (<https://www.facebook.com/ALZWCWA/>).

**Presentation regarding Chamber of Commerce Diamond Membership:** Marilee Wallace, Vice President of Membership for the Chamber of Commerce, presented the Mayor with the City's Diamond Membership plaque and thanked the City for its support over the years.

**Citylink Update:** Chad Ingle, Program Specialist, Kim Riley, Program Manager, and Amber Conklin, Kootenai County Program Specialist, Grants Management & Transit, presented the Council with an update of the current routes and development of the transit center. Their goal is to increase capacity and service to citizens while striving for sustainability. Mr. Ingle noted that they have implemented a mobile app, called “ETA,” which enables riders to determine pick up locations and estimated times of arrival for busses. He noted a huge accomplishment of adding Google maps to the program to help passengers navigate through the system and plan trips. Additionally, the app will provide a single pay system that will aid in the movement toward collection of bus fees. Ms. Conklin noted that their four-pillar mission remains the same over the years, which is education/job training, employment, health care and recreation. She noted that the Riverstone Transit Center will be complete this August. As they look to the future, they hope to provide safe shelters for riders at specific locations and will be coordinating locations with local entities. Mr. Ingle noted that they have had 135,281 regular route riders this past year, 12,959 on the paratransit, and 2,129 through the ring-a-ride (senior) program. He noted that the average cost per trip on the regular bus line is \$3.58 versus the national average of \$4.68. The paratransit/ring-a-ride service has an average cost of \$25.03 through Citylink versus the national average of \$37.69. Ms. Riley provided information regarding the average transit costs per citizen per city, noting that they are asking for additional support from local jurisdictions for this year and 3% annually thereafter. Ms. Conklin thanked the community partners and the City of Coeur d’Alene. Councilmember McEvers asked if there is a current charge for people to ride the bus. Ms. Conklin clarified that there is no current fee; however, they are exploring options to pay via a smart phone one touch payment system. Councilmember English noted that he works for the Area Agency on Aging and can confirm that the bus service is very important to that portion of the community and the program needs support. Councilmember Miller asked if the large increase requested for this year can be spread over time. Ms. Riley noted that they need to increase their cash match to supplement the capital fund to catch up. Councilmember Gookin asked if they are asking the same level of increase of other municipalities. Ms. Riley confirmed they are asking the same level of increase for each city, based on its population.

#### **PUBLIC COMMENTS:**

Shane Greenfield, Coeur d’Alene, noted that it came to his attention that a couple blocks of residential streets in mid-town have become a “residents only” parking program. He spent some time observing the area and noted a resident on Montana Avenue confronting people in the area, including a Fed-Ex driver. As a Realtor, he was showing a building behind the Midtown Pub, while it was raining, and could not find adjacent parking. He does not believe there is a reason for residents-only parking as they all have available off-street parking. Mayor Widmyer stated that the City has purchased additional property abutting the Third Street parking lot in mid-town which will provide more public parking. Mr. Greenfield stated that this program opens the door for other residents to request the same program in their neighborhood, eliminating even more public parking. The Mayor said that the Planning Department has explained that it is a pilot program and parking is a controversial issue. Councilmember Gookin noted that he has received additional requests for other neighborhoods.

## **COUNCIL ANNOUNCEMENTS:**

Councilmember Miller noted that last week she attended an exploratory meeting with representatives from the State Historical Preservation Office to discuss ways to get the community engaged. Additionally, the city will continue to provide Atlas Waterfront updates on the website, and citizens should look for a future meeting in July where the City and Ignite will host a meeting with developers/builders to solicit feedback on the future development. Presentations will include design standards, RFP process outline, and Q&A. She also noted that she has recently been contacted with similar parking fees questions; therefore, she is creating a document with frequently asked questions to be posted to the city web-site. She also clarified that parking was never guaranteed to be free during the McEuen Park discussions.

Mayor Widmyer requested the appointment of Gina Davis to the Urban Forestry Committee.

**MOTION:** Motion by Edinger, seconded by Evans to appoint Gina Davis to the Urban Forestry Committee. **Motion carried.**

**CONSENT CALENDAR:** **Motion** by McEvers, seconded by Evans, to approve the Consent Calendar, including **Resolution No. 19-018.**

1. Approval of Council Minutes for the May 21, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for Monday, June 10, 2019 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a Public Hearing on June 18, 2019 for the CDBG 2018 Consolidated Annual Performance Evaluation Report (CAPER)
5. Final Plat approval for SS-19-02 – The Trails 3rd Addition
6. **RESOLUTION NO. 19-018** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH CRESCENT FAMILY LIMITED PARTNERSHIP TO PERFORM SUBDIVISION WORK FOR UNIVERSITY CITY COMMERCIAL TRACTS AND ACCEPTANCE OF SECURITY (SS-6-17).

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

**AUTHORIZATION TO OCCUPY THE CITY-OWNED SPACE LOCATED AT 214 N. 3RD STREET AND USE IMPACT FEES TO FUND CONSTRUCTION OF A POLICE SUBSTATION IN THIS LOCATION.**

**STAFF REPORT:** Police Chief Lee White that in 2014 the Police Department received approval to lease space for a police substation (Station 2) at 1424 E. Sherman. Since that time, the Police Department has spent approximately \$21,000 annually to utilize the space. The substation has been an asset not only to the officers assigned to that section of town, but also to the community. In the past two years, walk-in traffic from the community at the location has dropped dramatically. Additionally, crime in the City has dropped, especially in this part of town. The patrol division now reports that very few members of the community come into the

building to engage the officers or report crimes. He recommended that the sub-station be moved from 1424 E Sherman to 214 N 3rd Street, as it may be better able to serve a larger section of the community, while being more financially conservative in a city owned property that is in close proximity to the current substation. The benefits of moving Station 2 from 1424 E Sherman to the parking structure at 214 N 3rd St. include the opportunity to engage a larger number of people on a more consistent basis, proximity to many of the major events that occur downtown, and increased visibility for people coming into the area. Both structures are of similar size (1040 sq. ft. on Sherman vs. 834 sq. ft. for the parking garage space). The new station would have two offices, a small break area, and a larger space for event coordination, meeting with community members, and report writing. Estimates to build out the space at 214 N 3rd St are \$95- \$110 per sq. ft. The department has approximately \$364,000 in impact fees that could be used for this purpose, and it would be a city-owned space.

**DISCUSSION:** Councilmember Gookin asked if there are plans to shut down the Fire Station 1 substation. Chief White noted that would be a discussion with the Fire Chief, as that site is in such close proximity to the proposed location it may make sense to close it. Councilmember English said that he felt that the move makes a lot of sense and noted that the street level access will make for easy visibility to the community. Councilmember Miller reiterated that the level of service on East Sherman will not dissipate due to the district system established by the Police Department.

**MOTION:** Motion by English, seconded by Edinger to authorize the Police Department to occupy the City-owned space located at 214 N. 3rd Street and to use impact fees to fund construction of a police substation in that location.

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

#### **RESOLUTION NO. 19-019**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 2 TO THE SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE.**

**STAFF REPORT:** City Administrator Troy Tymesen noted that the Solid Waste Services Contract (hereinafter "Contract") with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services (hereinafter "CDA Garbage") was effective July 1, 2016, and CDA Garbage has fully performed in accordance with terms and conditions of the Contract since then. In May 2018, CDA Garbage requested an increase in the fees for single stream recycling and a modification in the type of recycling which must be accepted under the Contract. The City Council approved Amendment No. 1 to the Contract in July 2018. Amendment No. 1 was to be in effect for twelve (12) months. Now, almost twelve (12) months later, the recycling market continues to deteriorate, both in terms of cost and in terms of the allowed recyclable materials. Despite the continued deterioration of the recycling market, CDA Garbage is willing to continue to operate under the terms of the Contract and Amendment No. 1. The cost for this service over the past 10

months is \$157,095 or \$15,709 per month. The cost per ton today is at \$110 and ten months ago it was \$69. The plan is to continue the service and have this expense be paid from the Solid Waste Enterprise Fund. Amendment No. 2 encompasses the following terms: the City will pay CDA Garbage an additional fee for the disposal of recyclables. That fee will be CDA Garbage's net cost per ton (including hauling and MRF fees) in excess of \$20 per ton (i.e., CDA Garbage will pay the first \$20 per ton). In addition, the City's monthly fee is capped at \$25,000. If the fee equals or exceeds \$20,000 per month for three consecutive months, the parties will meet to discuss adjustments in the program to ensure the City's obligation will not exceed \$25,000 each month. The "net cost" will take into consideration any payments to CDA Garbage by the MRFs for the recyclables. Additionally, these fees will continue to be in effect until June 30, 2020, and the parties will meet prior to the expiration of the term to negotiate any further adjustment to the fee and the program itself. Over the past year, 140 tons of recycle material have been gathered and processed, and continue to be more expensive to process.

**DISCUSSION:** Councilmember McEvers ask for clarification regarding what portion the company is paying per ton. Mr. Tymesen confirmed that CDA Garbage pays the first \$20.00 of the \$110 per a ton cost. Councilmember McEvers asked if, in the long term, they will step away from recycling. Mr. Tymesen said that he is hopeful that recycling continues, and that the industry finds ways to use the material. One option would be for the City to only collect what is valuable on the market, or increase the fee to pay for the costs. Councilmember Edinger asked how long the contract is with CDA Garbage. Mr. Tymesen noted that it was a 10-year agreement with a five-year extension, and three years have passed on the original 10 years. Councilmember Gookin said that he thinks that the current single stream recycling system is a failure, and that separating out recycling would work better. He suggested that Mr. Tymesen continue discussions with the hauler to plan for the future costs.

**MOTION:** Motion by Gookin, seconded by English to approve **Resolution No. 19-019** approving Amendment No. 2 to the Solid Waste Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage extending the agreement for recycling services.

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

**PUBLIC HEARING: QUASI-JUDICIAL - EXCHANGE OF PROPERTY WITH SOCIETY OF ST. VINCENT DE PAUL IN COEUR D'ALENE, IDAHO, INC., OF CERTAIN PARCELS OF REAL PROPERTY KNOWN AS 1516 AND 1620 E. SHERMAN AVENUE, IN EXCHANGE FOR CITY-OWNED PARCELS AT 102 AND 106 EAST HOMESTEAD AVE., IN COEUR D'ALENE, IDAHO.**

**STAFF REPORT:** City Attorney Mike Gridley reminded the Council that this item was introduced to the Council in May and tonight is the public hearing opportunity for public input on the project. The City owns real property located at 102/106 East Homestead in Coeur d'Alene. The two lots were consolidated in May 2012 in an effort to assemble land to allow St. Vincent's to seek HUD funding to build 14 housing units for low income individuals with disabilities. The lot consolidation combined 102 and 106 East Homestead into one property to allow additional low-income units to be built and meet the requirements of the Building Code



and Zoning Code related to square footage per unit, parking and setbacks. While there are two physical addresses, the County's GIS mapping and Assessor's Office show the full property under the parent parcel of 102 E Homestead. The City-owned properties on Homestead Avenue have a current estimated market value of \$437,000 to \$490,000. The Society of St. Vincent De Paul in the City of CdA, Inc. and the St. Vincent De Paul Salvage Bureau, Inc. own real property at 1516 East Sherman Avenue (Star Haven) and 1620 East Sherman Avenue (Sandman) in Coeur d'Alene. Both properties were formerly used as transitional housing. The Star Haven has a current estimated market value \$370,000 to \$472,410. The Sandman has a current estimated market value of \$418,000 to \$472,410. The City will pay Three Hundred Thousand Dollars (\$300,000) in addition to conveying the City-owned properties on Homestead Avenue that have a current estimated market value of \$437,000 to \$490,000. The City will receive two properties owned by the Society of St. Vincent De Paul in the City of Cda, Inc. and the St. Vincent De Paul Salvage Bureau, Inc. located at 1516 and 1620 East Sherman Avenue that have a combined value ranging from \$788,000 - \$944,820 (average of \$866,410).

Community Planning Director Hilary Anderson noted that there have been conversations since 2008 about revitalizations of East Sherman and a lot of interest within the community. She noted that Community Builders has been assisting in master planning the area and have analyzed the area of East Sherman, noting that the two property are within the priority area of future planning and use. The conveyance/exchange of this land is beneficial to the overall development and use of each owner's property as the exchange will give the City the opportunity to assist with revitalization efforts of East Sherman. She noted that some possible uses for the East Sherman properties that have been suggested include a possible food truck park which would provide an ongoing source of revenue. Additional suggestions highlighted were public parking lot(s); or leveraging the properties for development opportunities and using the RFP process to specify the type of development desired on the properties (such as affordable/infill housing – supporting the need for infill housing, and possibly an opportunity for CDBG assistance). Ms. Anderson said that it may also be an area for a year-round farmers market. The opportunities align with the ideas and priorities as identified by community members and Community Builders as outlined in the East Sherman planning documents. The City is open to additional community input for how to best use these properties to support revitalization and redevelopment efforts for East Sherman. The leadership group confirmed that all the ideas are great and felt a grassy lot could be an interim use as other opportunities are explored. Ms. Anderson noted that a draft master plan is ready for distribution and will be presented to City Council soon.

**DISCUSSION:** Councilmember McEvers said if this moves forward, the City should get input from the neighbors and businesses. Councilmember Gookin said that he believes it is a great deal for St. Vincent de Paul and thinks it is good for the City to get out of the rental business. His noted that his biggest concern is that this purchase was planned for and just popped up, and he expressed concern regarding the Homestead property value. Mr. Tymesen explained that the County Assessor's goal is to be within 10% of market; however, in this case the owner of the 14-unit building is St. Vincent De Paul, with a large encumbrance from HUD on the building, thus the reason for the 75-year lease. The goal was to preserve low-to-moderate income housing. Mayor Widmyer noted that the parcel of land is encumbered with a 75-year lease with a 25-year extension, so the land has no value to the City. Additionally, he felt the valuation on the 7-units was fair based on the income it can bring in. Councilmember Gookin asked when the City

approach St. Vincent on these properties. Mr. Tymesen explained that the properties were on market for several months and then the City approached them a couple months after they were listed. Councilmember Gookin asked if it was legal for the City to purchase without an appraisal. Mr. Gridley confirmed the City did not need to have an appraisal. Councilmember Gookin asked how additional costs and property remediation were going to be paid. Mr. Tymesen noted that they would be paid with the fund balance and staff is working on getting demolition estimates which may range from \$60,000 to \$80,000 for both properties. Councilmember Gookin expressed concern about rushing into this deal and reiterated his desire to have a plan of action and know all the costs and that he was uncomfortable moving forward. Councilmember McEvers noted that the City doesn't have to do anything with the property when it is bought and can plan for additional costs in the upcoming fiscal year budget.

**PUBLIC TESTIMONY:** The City Clerk swore in those that stated they would be giving public testimony.

Joe Morris, Coeur d'Alene, spoke in support of the exchange of property. He noted that in 2006 the Mullan Avenue historical preservation group began seeking the master planning of East Sherman. In 2013, he participated in the CDA 2030 process and East Sherman came forward as a priority again and he supported the grant from the Community Builders group. There was an incredible amount of community input and feedback provided; therefore, he thinks that there has been enough discussion and that a plan is always in draft form and it is now time for action. He believes this land trade would send the message that the City supports the development on East Sherman and the revitalization of that part of town.

Mike Kennedy, Coeur d'Alene, noted that he is a volunteer board member of St. Vincent de Paul and expressed his thanks to the City for bringing the offer forward. The properties have histories with uses that have exceeded their useful lives. St. Vincent took over Fresh Start on East Sherman and worked with the City to close it down and relocate its use to the HELP Center and was an example of good partnership with the City. He noted that St. Vincent owns approximately 300 units of housing within Coeur d'Alene, all of which house low to moderate income (LMI) people many of which are senior citizens and/or disabled. Mr. Kennedy noted that St. Vincent's tried to sell the property on the private market, and had a lot of showings but no offers, due to the amount of investment that would need to make the buildings work. Additionally, the only other persons interested were organizations that wanted to continue the transitional housing use. He believes that this is the time for the City to show leadership on East Sherman and he believes it would be a win for both groups while showing the community the City's commitment to East Sherman.

Kevin McCrummen, Coeur d'Alene, noted that for the last two or three years he looked to open a business in Coeur d'Alene and East Sherman was not a desirable location for him. He noted the history of crime and the presence of halfway housing was a deterrent to business relocation. He felt it was nice to see design options and said that he believes this is an opportunity to increase economic growth, livability, and move away from transitional housing.

Gail Hewett, Coeur d'Alene, spoke in support of the exchange. She noted that she is a commercial and residential property owner in the East Sherman area, and said that this has been

a blighted area and truly needs some help from the City, which will help others get engaged. Ms. Hewett said that she believes business owners will get engaged when they see forward momentum, and it will increase home and business values.

Karen Hanson, Coeur d'Alene, said that she is very split on the issue. She grew up with her family owning a hotel on East Sherman that is no longer there. She noted that she is in favor of revitalization of East Sherman. She is a Real Estate Agent, and had a client that wanted to look at the properties, but who felt they were overpriced and on the market for over 180 days. She said she wanted to make sure the City isn't over paying for the properties and that it should have a formal appraisal done. She questioned the previous lease on the Homestead property.

Stan Schedler, Coeur d'Alene, said that he owns a business on East Sherman that has been family owned since 1974. He confirmed that there has been a positive change in the amount of crime since Fresh Start and the transitional housing have closed. He stated that he likes the idea of taking tax exempt properties off the rolls and would even think it would be acceptable for the City to hold the property and resell it later. Mr. Schedler encouraged the Council to take the opportunity before them.

Shane Greenfield, Coeur d'Alene, said that he has lived within the downtown and mid-town areas since he was 13-years old and he was not allowed to ride his bike toward East Sherman and noted that those times have changed with crime reduction. He believes the area has changed with residential revitalization and this additional revitalization will help East Sherman. He commented that there are many ideas that came forward, any of which would be fantastic, and he encouraged the Council to take advantage of the opportunity and bring the property up to standards that the community would enjoy.

The Mayor closed public testimony.

**MOTION:** Councilmember Gookin made a motion to direct staff to obtain a professional purchasing appraisal to ensure that the City is not over-paying for the properties. **Motion died for a lack of a second.**

**DISCUSSION CONTINUED:** Mr. Gridley explained that the City did get a Broker's Opinion Letter that used comparable sales, that it is professional and he has confidence in the price valuation. He noted that a formal appraisal would be approximately \$3,000.00 and would take additional time to complete. Councilmember Evans said that she appreciated the testimony given and thinks it is a great opportunity and will be a huge benefit to East Sherman. Councilmember Gookin expressed concerns with it being an unplanned, unbudgeted project, and said that he believes it to be reckless. Additionally, he believes it is the worst time to buy, is concerned about negative transitional housing comments, and said that the City is not in the business of shutting down a legal business. Councilmember Edinger said that he has lived a couple blocks up from Sherman Avenue for approximately 60 years and believes it is about time for the City to improve that area of town.

**MOTION:** Motion by Evans, seconded by English to approve the exchange of property with Society of St. Vincent de Paul in Coeur d'Alene, Idaho, Inc., of certain parcels of real property

known as 1516 and 1620 E. Sherman Avenue, in exchange for City-owned parcels at 102 and 106 East Homestead Ave. and direct staff to complete the exchange of property pursuant to the terms of the applicable purchase and sales agreements.

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

**The Mayor call for a five-minute recess at 7:51 p.m. The meeting resumed at 8:04 p.m.**

**RECUSAL:** City Attorney Mike Gridley noted that Mayor Widmyer had a conflict of interest on the Appeal hearing and has recused himself and turned the meeting over to Council President McEvers.

**PUBLIC HEARING: QUASI-JUDICIAL - APPEAL OF THE APPROVAL OF SP-1-19: LOCATED AT 215 W. MILL, 1715,1705, 1719 N. GOVT WAY, 208 W. DAVIDSON; A REQUESTED SPECIAL USE PERMIT IN THE R-17 & C-17L ZONING DISTRICT FOR AN R-34 DENSITY INCREASE**

**STAFF REPORT:** Associate Planner Mike Behary noted that the appeal was filed by Terry Godbout representing “We the People of CDA.” The project applicant is Ben Widmyer with Architect Miller Stauffer. The original hearing was held before the Planning Commission on April 9, 2019, with a unanimous approval vote of the Commission of 5 to 0. Mr. Behary explained that the City Council is being asked to hear an appeal of the Planning Commission’s approval of a special use permit to allow a density increase to R-34 that will allow a mixed-use development with commercial units located on the first floor and 43 residential multi-family units located above the commercial units. The project location is at the corner of Government Way and Davidson Avenue. Mr. Behary presented maps of the project area, and the site plan provided by the applicant. Mr. Behary noted that there are two findings for the R-34 request including that it must be in close proximity to an arterial, as defined in the Coeur d’Alene transportation plan, sufficient to handle the amount of traffic generated by the request in addition to that of the surrounding neighborhood; and the project and accessing street must be designed in such a way so as to minimize vehicular traffic through adjacent residential neighborhoods and be in close proximity to shopping, schools and park areas. Additionally findings are required for the special use permit to include that the proposal (is) (is not) in conformance with the Comprehensive Plan; the design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties; the location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities, and services. He presented related comprehensive plan goals and noted the proximity to arterials and shopping, schools and parks. He noted area special use permits and zone changes previously approved. He presented the staff recommended 11 conditions also recommended by the Planning Commission. Mr. Behary noted that the City Council could affirm the Planning Commission’s approval of the request, affirm with conditions, reverse, or remand the item back to the Planning Commission.

**DISCUSSION:** Councilmember McEvers asked if the Council would need to confirm all the Findings or none of them. Mr. Behary clarified that all the Findings must be met for the item to

be approved. Councilmember McEvers asked clarification about the allowance of the R-34 zone. Mr. Behary explained that that the property is zoned R-17 and C-17L and a special use permit allows for the R-34 density in either zone. Councilmember English asked about the proximity of schools to the project and what are the Council's responsibilities regarding the impact to the schools. Mr. Behary explained that as part of the Findings it is not about capacity of the school but, rather, it is the geography of the distance to a school.

The City Clerk swore in those that stated they would be giving public testimony.

**APPELLANT:** Terry Godbout, Coeur d'Alene, noted that there is a lot of objection in the community about this project. He explained that he represents a Facebook group of 800 members, with the goal of promoting transparency and honesty in government and citizen engagement. He expressed concern regarding the impact of higher density on schools. He noted that there was a letter from the School District received today talking about an increase in density from C-17 to R-34, which noted that the C-17 would increase the density on the lot by 420% and with the R-34 it would increase density by 860%, so Mr. Godbout said that schools should be taken into account. He read an email from Jeff Voeller, Director of Operations for District 271 noting that the parcel is within the Winton Elementary zone, which currently has 506 students, which is 108% capacity, and Bryan Elementary School, which is at 106 % capacity. Secondary students' capacity at Lakes Middle School is at 98% and Lake City High School is at 116% capacity.

David Lyons, Coeur d'Alene, explained that the R-34 designation is a zoning district noted within Chapter 17 of the City Code, and has fifteen subsections under that, each one a different zone code. The seventh one is R-34, so it is zoning. City Code 17.05.330 provides the option of granting the special use permit under this procedure; therefore, it means the City has a choice. There is no district called R-34, and no color code for it within the on-line zoning map. Mr. Lyons said that after a recent records request to the City it was added to the mapping tool. All of this demonstrates there is no district but a lucky project here and there that were fortunate enough to get the increase, and that he believes it is illegal spot zoning. He noted an Idaho Supreme Court ruling that states it is illegal to single out a use inconsistent with other zoning districts in Comprehensive Plan policies for the benefit of an individual property owner. He said that the project is on six lots and in order to be profitable the developer would have to make it five stories. He noted that 21 apartments can go there today with three stories; however, with the R-34 density they can double that. He believes there is no public need for a spot of super density as he believes there are plenty of lots that are C-17 that can be used for apartments. Additionally, Mr. Lyons said that he looked for information on ownership of the property and did not find the ownership information in the packet -- only the application which had Ben Widmyer's name listed. Upon additional research, he found a Warranty Deed at the Recorder's Office that listed four owners including the Mayor, and he felt that if that was known at the time of the hearing there would have been community outrage. Mr. Lyons noted that the city code gives the authority to create an application form to the Planning Director, and that the form required disclosure of the owners and they were not included; therefore, the application should be deemed illegal. He believes the City should reverse the Planning Commission's decision. Additionally, Mr. Lyon's noted that in December 2016, there was a request made for R-34 zoning next to O'Shay's on Lake Coeur d'Alene Drive. The applicant was an LLC and they did

not own the property until a year and a half later, which was purchased from John Stone. The current project consisting of six (6) lots is all referred to as one parcel and one project, and has conflicting zoning of the same project. He believes that City Code 17.01.020C would apply and stated that the more restrictive zone should apply, and that would be R-17 for the project. He said that he surmised that this would be an illegally zoned approval and noted that the Comprehensive Plan map demonstrates the area is Stable Established and Transition, as the four lots on Government Way are in Transition and the two on Davidson are Stable Established and should be maintained as Stable Established. He noted that the Comprehensive Plan notes that Transition areas should be handled with care and does not believe the approval of R-34 density is with care and that it is reckless and unnecessary.

**DISCUSSION CONTINUED:** Councilmember English asked for clarification regarding the Facebook group and if they are all City of Coeur d'Alene residents. Mr. Godbout explained that the new Facebook group has about 75% of members that may be residents of Coeur d'Alene but there is no formal way of knowing exactly. Councilmember Gookin noted that the appeal is of the Planning Commission decision and asked what the relevance of the application would have. Mr. Lyons explained that nowhere in the document does it state the owners, so he believes the application is materially insufficient. Mr. Gridley explained that there is no code or state law requiring the ownership information; however, the form asks for it and does not invalidate an application and can be amended later and would not go to the merit of the R-34 zoning. Mr. Lyons said that he felt that this documents unlays the whole proceeding and everything the Planning Commission did was based on the document. Councilmember Gookin asked for clarification regarding the action that is being determined tonight and the validity of the application to the findings noted. Mr. Gridley explained that this is an appeal of the Planning Commission decision and findings and whether or not they are appropriate for the evidence provided to them. Councilmember Miller clarified that this is for the consideration of a special use for height and density of units.

#### **PUBLIC TESTIMONY:**

Mary Jo Kringas, Coeur d'Alene, spoke in opposition based on the schools being at or over capacity, the apartment tower not being within neighborhood standards, and not enough parking. She noted that the development will take down 25 mature trees in a stable neighborhood, and believes that increasing the density on one parcel is unfair to the surrounding property owners. She said that the findings regarding the application missing ownership data is disturbing and the project would be a significant loss of charm to an established neighborhood.

Tom Tinney, Coeur d'Alene, said that he lives on the south side of the street, fourth house from the proposed development, and noted that all the lots in the neighborhood are small. He is concerned about the traffic and said that traffic on Davidson Avenue has already increased substantially over thirty-years and parking has not yet been a problem. He noted some concerns from Emma Avenue, such as parking that blocks mail boxes, and winter conditions that turn it into a one lane street.

Eric Swanbeck, Coeur d'Alene, said that he attended the Planning Commission meeting and that he wants protection of the beauty and aesthetics of the neighborhood. He provided testimony

that he is concerned with the parking layout presented with 96 spots -- 53 stalls for commercial and 43 for the residential units -- as people often have more than one car, boats and RV's. He is concerned that traffic will be a problem and likes that people from the hospital walk through the neighborhood and fears increased traffic will inhibit their safety. He also noted the potential crime increase to the neighborhood due to the building creating a wall to hide folks with bad intentions from view of the street. He said that he believes they should know if it is going to be affordable housing or for profit. He feels the Mayor's ownership would disallow the him from even making the request and would like denial of the density.

Hilary Chick, Coeur d'Alene, said that she lives a half block away and has dealt with the City numerous times due to her basement flooding, even after she installed a backflow device; therefore, she believes the line at Government Way and Davidson Avenue is adequate for a large development. She also believes the development is too big, with five stories, for the location and a little greedy. She expressed concern with increased traffic, as they already experience traffic back up on Lincoln Avenue in the morning and evening during rush hour traffic.

Elizabeth Henkel, Coeur d'Alene, noted her opposition of the project, as she believes anything more than 17-units per acre is too much and there should not be an R-34 density allowed within the City. She also noted that the incompleteness of paperwork is incorrect and should not be accepted and it is not transparent.

Karen Hanson, Coeur d'Alene, expressed concern with the project burden on the utilities that are already over capacity, schools that are over capacity, and parking issues. She noted that in 2013 there was an article in the paper about the Mayor voting against an R-34 project in midtown as it would be a poor fit and dominate the neighborhood. She does not believe there is a need for five stories, and questioned parking spaces and placement for the snow removal. She noted that there is a bike lane on Government Way that should not be allowed to be removed. She requested the Council restrict approving any zone changes until the Comprehensive Plan is updated.

Elaine Price, Coeur d'Alene, spoke in opposition and noted that she does not feel that this development fits the area and is not management of growth. Even though the City is not allowed to charge impact fees for schools, overcrowding of the schools should be considered and agrees with prior testimony in opposition.

Jeff Connaway, Coeur d'Alene, spoke in opposition and believes it is out of scale and is concerned with the loss of trees and character of the neighborhood. He asked the Council to reverse the findings of the Planning Commission.

Sam Candill, Coeur d'Alene, noted that he recently built a new home in the area and there are two streets without sidewalks which in snow conditions makes the roadway get very narrow. He expressed concern that more cars on the street will cause a bigger issue and that the R-34 density would be too much for those streets in the neighborhood.

Shane Greenfield, Coeur d'Alene, noted that the City is growing and believes there is extremism in the testimony provided. As a Real Estate Agent, he knows there are people who move here but cannot find housing. He believes the community needs more density, as it does help lower

prices so people can live here. He noted a local teacher that lives outside of Spokane Valley, as they cannot find housing locally. He noted that the “We, the people of CDA” site removes people who disagree with them. He also noted that the town itself has traffic issues and are trying to catch up, but there is a need for housing for people. He requested the Council approve the Special Use Permit on the merits of the project.

**APPLICANT:** Mike Walker, Miller Stauffer Architects, said that he was speaking on behalf of the applicant. He noted that they have developed the project further and have changed the design from a five-story building to a four-story building. He reviewed the proximity to schools, shops, and surrounding uses. He explained that the current design includes 14 enclosed garage spaces, 59 parking spaces, and 2 handicap spaces with 1 van accessible, for a total 75 car parking spaces behind the structure as required by code. The access will be to the rear of the site rather than Government Way. He presented the updated site plan and explained the unit mix and presented a design drawing of the proposed development. He noted open patios with slight elevation from the street/sidewalk area. The benefits of an R-34 provides the developer with more flexibility and greater amenities and unit types. Peter Smith also spoke on behalf of the applicant and noted that the Planning Commission considered whether or not that the project met the Comprehensive Plan and whether it was compatible with the setting and existing uses and not testimony to the contrary. The public services and facilities are adequate via the evidence submitted in the staff report documents. He noted that the R-34 density is available when a property is zoned R-17 or C-17L and is intended to be within a Transitional zone. He said that there is no requirement that requires both the lots to be zoned the same. The code does require the development be in close proximity to an arterial and it abuts Government way so this requirement is met. Mr. Smith explained that the project is designed to minimize traffic to the residential neighborhood and there is proximity to schools shopping and parks. He noted that each of the factors called out in the Findings has been met and, therefore, the request should not be denied. He clarified that this is not spot zoning, and in 2015 the Idaho Supreme Court clarified that spot zoning is zoning that does not comply with the Comprehensive Plan and this project does. In reference to the schools, it is not an appropriate factor to consider the impact, as that is not called out in the code. Winton is over capacity; however, neighboring schools such as Bryan and Borah are not over capacity. In the Fall of 2020, a new elementary school will be built with 550 capacity. However, under the ordinance the consideration is about the proximity to schools. He noted what is currently allowable uses under C-17 and stated that there have been zero accidents at the corner of Mill and Davidson Avenues since January 1, 2015. The staff report notes that Government Way can handle the traffic. In regard to the application discussion, he said that the Planning Director creates the application and the title report included all the information. The Planning Commission considered the evidence required to be considered, not the applicant. Mr. Smith clarified that there will be an impact to traffic as it is a change of use.

**DISCUSSION CONTINUED:** Councilmember McEvers asked why they were proposing less parking now. Mr. Smith said that they originally needed 96 stalls to meet the commercial square footage, but since then they have pulled out more of the commercial and decreased the scale of building, which resulted in less required parking. Councilmember Gookin asked about traffic impact to the neighborhood. Mr. Smith noted that there will be more cars on the residential street, due to more people living in the apartments. Councilmember Edinger said he has lived in the community a long time and some of those streets are pretty narrow and during



the winter when cars are parked on both sides of the street only one car can drive down the middle. Councilmember Miller noted that one of the requests before the Council is that the application should be null and void as it was filled out improperly. Mr. Smith said that is not required by the code that the owner was listed and it was provided within the packet with the title report and is not a legal defect. Councilmember Miller questioned the argument about spot zoning. Mr. Smith said he believes that the argument for spot zoning fails as this project complies with the Comprehensive Plan and they do not have a rezone request and the district allows for a special use permit for additional density, so it does not meet the letter of the law for spot zoning. Councilmember Miller asked if the current design of the building is final and binding. Mr. Smith said that it was not and would have to go through the building permit process for finalization. Mr. Smith confirmed that an office building would be more impacting and the parking requirements would be higher to account for that. Ms. Anderson noted that the staff report information is accurate and that commercial does cause more trips than residential uses. Councilmember Gookin noted that traffic is not noted for Davidson and Mill Avenues in the staff report. Ms. Anderson said that the staff report does say that there is adequate capacity on Government Way. Councilmember Miller asked if there was a mechanism available for Council to direct that traffic exit a certain direction from the parking lot. Ms. Anderson said that would need be a discussion with the City Engineer regarding turn movements. Councilmember Miller asked if there was any consideration for parking on Government way. Ms. Anderson said that she felt there was not adequate room on that section of Government Way. Councilmember Edinger noted his concern about traffic in that area as it is already tough to get out on Government Way or the highway.

**REBUTTAL:** Mr. Godbout noted that Government Way has no stop signs, contains five traffic lanes, include the center turn lane, with no impediments to speed. The speed limit is 35 and he believes people speed through there regularly. He expressed concern with north bound traffic on Government Way and that the name of the owner was not available to the public, as the only way it was available was to make a public records request. He said he felt that if the question is on the application form, it should have been filled out appropriately. He reiterated that Mr. Voeller noted that there is no room at Bryan Elementary School and that he felt there was a huge change in the proposal and asked the item be remanded back to the Planning Commission. Councilmember Gookin said that the decision before the Council was the density request, not the project. Mr. Lyons clarified that the double zoning of the lots as C-17L and R-17 are not illegal, but it is a conflict and the R-17 zoning should take precedent. He commented that it violates the policies of the Comprehensive Plan as the Mill and Davidson lots are in the Stable Established area and the other Transition areas should be handled with care and this is not being a public benefit.

**DISCUSSION:** Councilmember Edinger asked if this is turned down can they come back. Mr. Gridley said the decision should be if the Planning Commission Findings were in error. If council finds that they are, the developer can come back again anytime. Councilmember McEvers asked if the item could be sent back to the Planning Commission and with what constraints. Mr. Gridley said if the Council finds that they have not met the proof and/or would like added conditions or to remand it with instructions to do something, they could do so. Councilmember Evans noted that if it is denied, it means the Council found error in the Planning Commissions original Findings and the appellant had the burden of proof. Councilmember

Miller noted that the issue about the name was not an issue and other applicants completed the form in a similar manner. Councilmember Gookin agreed that the name on the application was not relevant. Councilmember Miller asked for clarification regarding what the zoning code says regarding properties with two zoning classifications. Ms. Anderson explained that the proposed project is on property zoned R-17 and C-17L, both of which allow for the application of R-34, so it does not have a conflict. Councilmember Gookin said that if the project moves forward it will destroy the neighborhood, and that under Finding B8A the Council must find that the project is in conformance with the Comprehensive Plan and he does not believe that it meets the objectives to protect and preserve existing neighborhoods and that it is an inconsistent development and would be a high impact to the neighborhood. He believes that the Comprehensive Plan needs to address where the high density should go and requested that the City Engineer should be present for future meetings such as this. Councilmember Miller noted that the Comprehensive Plan states that an R-34 density has to provide for various housing needs of a changing population and that the neighborhood is on the cusp between Stable or Transitional areas. Ms. Anderson confirmed that the majority of the property is within the Transition area. Councilmember Evans said that she cannot find an error in the Planning Commission's decision.

**MOTION:** Motion by Gookin to reverse the Planning Commission decision to approve.  
**Motion died due to a lack of second.**

**MOTION:** Motion by Evans, seconded by English to affirm the Planning Commission's decision approving SP-1-19: Located at 215 W. Mill, 1715,1705, 1719 N. Govt Way, 208 W. Davidson; a requested Special Use Permit in the R-17 & C-17L zoning district for an R-34 Density Increase.

**DISCUSSION CONTINUED:** Councilmember Gookin reiterated that he believes this approval will destroy the neighborhood. Councilmember Miller said that she hopes there is enough conversation and confidence in what the developer wants to do on the property and does not believe they can go against the Planning Commission's Findings. Mr. Gridley noted that there is already an underlying zone and that this is just a density request on top of that zone. Councilmember English explained that he is familiar with this area, as he was involved in the development of the Anchor House, and it is clear to him that this is a Transition area as demonstrated by the growth along Government Way now versus what it was in the 1980's; therefore, he will support the Findings of the Planning Commission. He said that he does believe the community needs more housing, especially studio and one-bedroom units, and the only way to get it is through density. Councilmember English said that there was talk about destroying a neighborhood, similar to when they proposed a boy's home on Government Way, and it has not proven to do so. Councilmember Miller said that within the "tomorrow view" section of the current Comprehensive Plan, it notes that it will be connected and enable higher intensity commercial and residential uses and it is expected to be a mixed-use area as a Transition area.

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

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

The meeting adjourned at 10:32 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Draft

**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
June 10, 2019  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Councilmember Ron Edinger, Chairperson  
Councilmember Dan Gookin  
Councilmember Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Monte McCully, Trails Coordinator  
Mike Becker, Utility Project Manager, Wastewater  
Renata McLeod, Municipal Services Director/City Clerk  
Jim Remitz, Capital Program Manager, Wastewater  
Troy Tymesen, City Administrator  
Lee White, Chief of Police  
Mike Anderson, Wastewater Superintendent

\*\*\*THE FOLLOWING ITEMS ARE ACTION ITEMS:

**Item 1. Approval of Bid results and agreement with Big Sky Idaho Corporation for the 2019 Fernan Lift Station Retrofit Project.**  
**(Consent Resolution)**

Mike Becker, Utility Project Manager, is requesting Council accept the bid from Big Sky Idaho Corporation, as the lowest responsive bidder for the City of Coeur d'Alene Wastewater Utility 2019 Fernan Lift Station Retrofit Project. Mr. Becker noted in his staff report that the City's Fernan Sewer Lift Station (LS) currently serves 30 SFD and the Lake Villa Apartments (254 Units) and, in accordance with the 2013 Sewer Master Plan (SMP), this LS and related infrastructure are overdue for replacement. The pumps and controls are approaching the end of their service life. Routine Wastewater Utility (WW) O&M requires underground confined space entry, where the existing electrical and controls do not conform to current building, fire and electrical codes. This project will bring our LS into compliance with all current codes as well as uniformly match the other City pump stations. On May 15th and 22nd, the City advertised for Bids which were opened on May 30, 2019.

The Wastewater Utility planned and budgeted for this project, and has the available funds to pay for this project.

Big Sky Idaho Corporation has successfully completed several previous large contracts with the City's Wastewater Utility on time, within budget, and to WW's satisfaction.

**MOTION: by Evans, seconded by Gookin, to recommend that Council approve the bids results and Agreement with Big Sky Idaho Corporation for the 2019 Lift Station Retrofit Project in an amount not to exceed \$380,512.00. Motion Carried.**

**Item 2. Approval of one (1) year extension of Thorco Field Agreement.  
(Consent Resolution)**

Monte McCully, Trail Coordinator, is requesting Council approve an extension of the Thorco Field agreement by 1 year. Bill Greenwood, Parks & Recreation Director noted in his staff report that the existing agreement with Thorco is for in-kind donation for work performed at Ramsey Park installing lights in a field that Legion Baseball is currently using, now known as Thorco Field. Thorco's current agreement is scheduled to end on June 30, 2021. They are asking to extend the agreement by 1 year in lieu of a payment in the amount of \$2,190 for work performed in the rescue of an osprey at McEuen Park. On July 3, 2018 one of the baby osprey in a nest at McEuen seemed to be tangled in fishing line. Raptor Biologist Janie Veltkamp of Birds of Prey Northwest was contracted for assistance. On July 5<sup>th</sup> Janie determined the bird was tangled and not moving correctly. We then contacted Thorco to see if they could help with the rescue of a baby osprey. The team of Tom and Nick Cline arrived with a lift, and with Janie's help, removed the bird and Janie took little "McEuen" back to their facility to recover before being returned back to the nest. I received a call from Janie on July 20<sup>th</sup> that the bird was ready to be returned to the nest. I then called Thorco once again and they helped with the safe return of little McEuen.

Councilmember Gookin asked about Section 2 – Amount of payment owed to Donor in the Contribution Agreement. Monte said he doesn't have the answer and Councilmember Gookin would need to consult with Bill Greenwood.

**MOTION: by Gookin, seconded by Evans, to recommend that Council approve the one year extension of the Thorco Field Agreement. Motion Carried.**

**Item 3. Approval of amendments to the CDATV Policy and Procedures manual.  
(Consent Resolution)**

Renata McLeod, Municipal Services Director, reported that the City of Coeur d'Alene has enjoyed the partnership with Charter Cable (previously Time Warner) for many years. This partnership provides the City with a Public Education Government (PEG) Channel. The mission of the channel content has been to provide public education and governmental programming that benefits the community. This is not the general public access channel, wherein one can conduct their own programming and have it aired; it must pertain to government or public education, pursuant to the policy and procedure manual. The CDATV Committee has reviewed its policy and procedure manual over the past few months and determined there are a few areas that needed updates such as technology references, establishment of standards for content airing related to sound and picture quality, as well as, to provide clear delineation from a public access channel. Over the past year several requests have been made to air items that are not related to the government or educational arm of the program content, so this amendment seeks to make it very clear. While the Committee was in the process of reviewing the policy, some edits were made regarding the appeal of denial of broadcast material to provide clarity in the process. Additionally, there was a section specifically noting the School District as our public partner; however, our Committee membership includes many partners, from Panhandle Health District to the City of Hayden, so the Committee recommended amendments to that section to clarify the partners or more than just the School District. The Committee has reviewed the amendments

**MOTION: by Evan, seconded by Gookin, to recommend that Council approve amendments to the CDA TV Policy and Procedures Manual. Motion Carried.**

**Item 4. Approval of Professional Services Agreement with Jeff Crowe d/b/a Bunkhouse Media, for Television Operation / Professional Services.**  
**(Consent Resolution)**

Renata McLeod, Municipal Services Director, said the City's current contract with Mr. Crowe will expire on August 19, 2019. Mr. Crowe has been providing CDATV Channel services since 2009. The City has received many accolades for its professional Public Education Government Channel programming and has grown its partnerships with North Idaho College, City of Hayden, Panhandle Health District, and the School District under the leadership of Mr. Crowe. The proposed Agreement is for one year with four additional one-year term renewals with the remaining components of the contract unchanged from the previous contract. The scope of services has been updated to reflect today's operations. Idaho Code 67-2803 exempts this type of professional service from competitive bid. Over the year's Mr. Crowe has proven to be a leader in the video industry and has assisted several city partners, such as the School District and Kootenai County with establishing their production facilities. The previous contract based the annual increase on the April CPI (Consumer Price Index). This contract simply provides a 2.5% increase, in concert with other negotiated labor agreements. By continuing to engage the services of Jeff Crowe the City will continue its production professionalism and retains leadership for the future of the City's television channel.

**MOTION: by Gookin, seconded by Evans, to recommend that Council approve the Professional Services Agreement with Jeff Crowe d/b/a Bunkhouse Media, for Television Operation/Professional Services. Motion Carried.**

**Item 5. Approval of Professional Services Agreement with Architects West, Inc. for Operations Building Renovations.**  
**(Consent Resolution)**

Jim Remitz, Capital Program Manager, is requesting Council approve an agreement with Architects West, Inc., for the design of renovations to the Operations Building located within the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF). Mr. Remitz noted in his staff report that the Operations Building, within the City's AWTF, was originally constructed in 1972, and underwent an expansion in 1987. The facility is reaching the end of its useful life and is in need of improvements and renovations. This project has been previously identified in the Wastewater Department Capital Improvement Plan (CIP). It is anticipated that ventilation improvements, roofing improvements, electrical upgrades, building code upgrades, and various interior finish improvements will be required. A detailed scope of the improvements/renovations will be developed and the design of the improvements/renovations (bid ready construction documents) will be accomplished under this agreement. The contract amount for this professional services agreement is not to exceed \$ 168,000. Funds for this proposed professional services agreement are available in the current (FY 18-19) Wastewater Operating Fund in account # 031-022-4354-7300.

**MOTION: by Evans, seconded by Gookin, to recommend that Council approve the Professional Services Agreement with Architects West, Inc. for Operations Building Renovations. Motion Carried.**

**Item 6. Approval of lease of city-controlled parking spaces to the Chamber of Commerce on the 4<sup>th</sup> of July to generate revenue to help pay for the cost of the community fire works display.**  
**(Consent Resolution)**

Troy Tymesen, City Administrator, is requesting Council approval to lease the City owned parking lots and parking structure to the Chamber of Commerce on the 4<sup>th</sup> of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display. Mr. Tymesen noted in his staff report that in the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$9.00 per space. This is the same charge as last year. It is anticipated that this lease will generate approximately \$10,400 to the City's parking fund. The Chamber is proposing to charge \$20.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber does not have a direct method to collect funds for this annual celebration. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for over 20 traffic flaggers. This will be the eighth year of this partnership.

Councilmember Gookin said it would have been nice to have a representative from the Chamber here today. He noted that a lot of people park at NIC on the BLM corridor. He wishes NIC would work with the Chamber to charge for that area as well as further fund raising. Mr. Tymesen said the NIC Trustees have chosen not to charge for any parking on their property because of the way in which the property was acquired. Mr. Tymesen noted that they have been successful in using Kootenai County property as well.

**MOTION: by Gookin, seconded by Evans, to recommend that Council approve the Lease of City-Controlled Parking Spaces to the Chamber of Commerce on the 4th of July. Motion Carried.**

**Item 7. Approval of sole source purchase of radios and purchase of two (2) vehicles for the Police Department.**  
**(Consent Resolution)**

Lee White, Chief of Police, said the Police Department requests authorization to make a sole source purchase of twenty (20) Motorola portable radios and four (4) mobile radios from Motorola Solutions, and also purchase two (2) investigations vehicles. Chief White noted in his staff report that the Police Department uses several different Motorola models of portable radios. The Police Department has a total of 44 old radios that need to be replaced; this request is to replace 20 of those. In addition to the portable radios, we also have four vehicles that do not have a police radio.

The total cost for the radio proposal is \$116,797.

Separately, the Police Department requests permission to purchase two (2) vehicles. Several unmarked vehicles in our fleet have very high mileage and are in varying states of disrepair and mechanical failure. This request is to replace two investigations vehicles; one has over 180,000 miles and is in poor shape mechanically and the other is an old patrol vehicle with 123,500 miles and major mechanical issues.

The total cost for the vehicle proposal is \$85,000.

It is anticipated that the Police Department will have adequate funds in the current budget to cover the expected total of \$201,797 for this request due to savings from vacant positions.

**MOTION: by Evans, seconded by Gookin, to recommend that Council approve the sole source purchase of twenty (20) Motorola portable radios and four (4) mobile (vehicle) radios from Motorola Solutions, and the purchase of two (2) vehicles for the Police Department. Motion Carried.**

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Juanita Knight". The signature is written in a cursive style with a large initial "J".

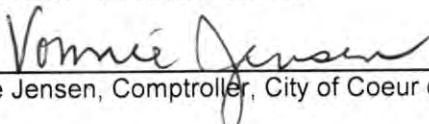
Juanita Knight  
General Services Committee Liaison



**CITY OF COEUR D'ALENE**  
**Treasurer's Report of Cash and Investment Transactions**

FUND	BALANCE 4/30/2019	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2019
<u>General-Designated</u>	\$1,838,137	\$13,096	\$81,516	\$1,769,716
<u>General-Undesignated</u>	11,868,057	4,119,766	6,301,659	9,686,164
<u>Special Revenue:</u>				
Library	259,889	69,526	199,594	129,821
CDBG	24,055		4,754	19,301
Cemetery	51,869	40,236	31,981	60,124
Parks Capital Improvements	1,082,124	16,819	15,751	1,083,192
Impact Fees	3,593,117	51,072		3,644,189
Annexation Fees	19,442	43		19,485
Cemetery P/C	1,449,130	3,060	750	1,451,440
Jewett House	37,799	5,290	2,693	40,396
Reforestation	26,788	60	2,041	24,807
Street Trees	210,088	9,967	13,831	206,224
Community Canopy	3,023	7		3,030
Public Art Fund	50,958	15,114		66,072
Public Art Fund - ignite	590,570	1,312		591,882
Public Art Fund - Maintenance	97,838	217	20	98,035
<u>Debt Service:</u>				
2015 G.O. Bonds	535,820	7,449		543,269
<u>Capital Projects:</u>				
Street Projects	1,180,339	2,309		1,182,648
Atlas Waterfront Project	(140,471)			(140,471)
<u>Enterprise:</u>				
Street Lights	(16,265)	48,072	51,611	(19,804)
Water	3,295,600	411,008	581,138	3,125,470
Water Capitalization Fees	7,179,471	87,904		7,267,375
Wastewater	9,492,947	1,023,753	1,003,839	9,512,861
Wastewater - Equip Reserve	1,206,352	27,500		1,233,852
Wastewater - Capital Reserve	500,000			500,000
WWTP Capitalization Fees	2,098,308	115,362		2,213,670
WW Property Mgmt	60,668			60,668
Sanitation	1,568,708	359,398	322,375	1,605,731
Public Parking	295,563	31,800	284,813	42,550
Drainage	1,071,214	95,805	54,860	1,112,159
Wastewater Debt Service	1,054,254	2,341		1,056,595
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	195,637	238,370	195,736	238,271
LID Advance Payments	-			-
Police Retirement	996,929	14,618	14,605	996,942
Sales Tax	3,314	2,111	4,757	668
BID	248,963	4,373		253,336
Homeless Trust Fund	438	441	438	441
<b>GRAND TOTAL</b>	<u><u>\$52,030,673</u></u>	<u><u>\$6,818,199</u></u>	<u><u>\$9,168,762</u></u>	<u><u>\$49,680,109</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 EIGHT MONTHS ENDED  
 May 31, 2019

**RECEIVED**

JUN 7 2019

**CITY CLERK**

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2019	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$253,438	\$159,597	63%
	Services/Supplies	11,400	5,248	46%
Administration	Personnel Services	299,969	132,454	44%
	Services/Supplies	20,200	1,663	8%
Finance	Personnel Services	683,971	445,601	65%
	Services/Supplies	498,800	471,153	94%
Municipal Services	Personnel Services	1,236,651	832,847	67%
	Services/Supplies	628,479	395,947	63%
	Capital Outlay	16,000	16,650	104%
Human Resources	Personnel Services	312,985	190,414	61%
	Services/Supplies	74,125	33,197	45%
Legal	Personnel Services	1,178,684	781,870	66%
	Services/Supplies	53,253	52,084	98%
Planning	Personnel Services	594,382	390,144	66%
	Services/Supplies	133,600	55,283	41%
	Capital Outlay			
Building Maintenance	Personnel Services	378,357	222,638	59%
	Services/Supplies	157,475	83,456	53%
	Capital Outlay	17,000	10,410	
Police	Personnel Services	13,247,773	8,528,471	64%
	Services/Supplies	1,309,691	848,780	65%
	Capital Outlay			
Fire	Personnel Services	9,439,387	6,168,706	65%
	Services/Supplies	607,909	338,594	56%
	Capital Outlay		38,352	
General Government	Services/Supplies	86,850	141,426	163%
	Capital Outlay		29,521	
Police Grants	Personnel Services	115,292	67,656	59%
	Capital Outlay		64,030	
CdA Drug Task Force	Services/Supplies	40,000	1,200	3%
	Capital Outlay	60,000		
Streets	Personnel Services	2,990,394	2,032,478	68%
	Services/Supplies	1,694,650	862,996	51%
	Capital Outlay	241,500	710,673	294%
Parks	Personnel Services	1,553,223	895,683	58%
	Services/Supplies	583,350	298,923	51%
	Capital Outlay	165,000	118,158	72%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 EIGHT MONTHS ENDED  
 May 31, 2019

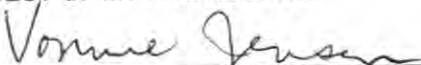
FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2019	PERCENT EXPENDED
Recreation	Personnel Services	550,643	348,210	63%
	Services/Supplies	191,780	96,825	50%
	Capital Outlay	20,000	17,950	90%
Building Inspection	Personnel Services	886,775	552,042	62%
	Services/Supplies	39,410	15,919	40%
	Capital Outlay	33,935	32,797	97%
Total General Fund		<u>40,406,331</u>	<u>26,490,046</u>	<u>66%</u>
Library	Personnel Services	1,322,388	879,163	66%
	Services/Supplies	222,000	152,416	69%
	Capital Outlay	180,000	95,590	53%
CDBG	Services/Supplies	408,854	137,230	34%
Cemetery	Personnel Services	202,455	103,436	51%
	Services/Supplies	102,500	46,326	45%
	Capital Outlay	85,000	54,085	
Impact Fees	Services/Supplies	521,500	124,026	24%
Annexation Fees	Services/Supplies	286,000	286,000	100%
Parks Capital Improvements	Capital Outlay	131,500	163,977	125%
Cemetery Perpetual Care	Services/Supplies	207,000	109,689	53%
Jewett House	Services/Supplies	30,955	7,186	23%
Reforestation	Services/Supplies	8,000	6,140	77%
Street Trees	Services/Supplies	100,000	42,514	43%
Community Canopy	Services/Supplies	2,000	959	48%
Public Art Fund	Services/Supplies	348,500	102,163	29%
		<u>4,158,652</u>	<u>2,310,900</u>	<u>56%</u>
Debt Service Fund		<u>876,931</u>	<u>58,114</u>	<u>7%</u>



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
EIGHT MONTHS ENDED  
May 31, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2019	PERCENT EXPENDED
Seltice Way	Capital Outlay		36,689	
Seltice Way Sidewalks	Capital Outlay	72,000	3,500	5%
Traffic Calming	Capital Outlay	40,000	135	0%
Govt Way - Hanley to Prairie	Capital Outlay		195,536	
US 95 Upgrade	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	50,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	25,000	1,540	6%
Ironwood	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	154,000	2,000	
Atlas Waterfront Project	Capital Outlay		85,159	
		731,000	324,559	44%
Street Lights	Services/Supplies	650,050	403,889	62%
Water	Personnel Services	2,073,534	1,334,649	64%
	Services/Supplies	4,580,300	884,239	19%
	Capital Outlay	5,543,500	886,260	16%
Water Capitalization Fees	Services/Supplies	1,700,000		
Wastewater	Personnel Services	2,793,403	1,772,865	63%
	Services/Supplies	6,562,993	1,609,308	25%
	Capital Outlay	8,224,700	3,389,163	41%
	Debt Service	2,178,563	747,274	34%
WW Capitalization	Services/Supplies	1,000,000		
Sanitation	Services/Supplies	4,154,083	2,509,265	60%
Public Parking	Services/Supplies	289,880	246,487	85%
	Capital Outlay		379,654	
Drainage	Personnel Services	115,166	75,761	66%
	Services/Supplies	764,458	188,098	25%
	Capital Outlay	920,000	503,173	55%
Total Enterprise Funds		41,550,630	14,930,085	36%
Kootenai County Solid Waste		2,600,000	1,558,291	60%
Police Retirement		180,760	119,221	66%
Business Improvement District		176,000		
Homeless Trust Fund		5,200	3,234	62%
Total Fiduciary Funds		2,961,960	1,680,746	57%
TOTALS:		\$90,685,504	\$45,794,450	50%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

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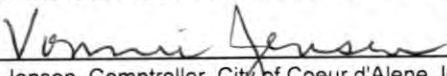
JUN 7 2019

CITY CLERK

City of Coeur d Alene  
Cash and Investments  
5/31/2019

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	1,585,582
Checking Account	29,573
Investment Account - Police Retirement	981,443
Investment Account - Cemetery Perpetual Care Fund	1,449,880
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank Bond	1,002,535
<b>Community 1st Bank</b>	
Certificate of Deposit	1,018,286
Certificate of Deposit	208,683
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	259,394
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	42,884,033
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	258,575
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b>49,680,109</b>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho



## OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – Nov 1 Annually

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

Name of Eating Establishment: Fort Ground Grill  
 Applicant's Name: Diane Beck Phone Number: 208-664-6186  
 Contact Person: Diane Beck Phone Number: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: 705 River Ave City/State/Zip: CDA Id. 83814  
 Physical Address: Same City/State/Zip: \_\_\_\_\_

Application  New  Renewal  
 Change in ownership or type of use?  No  Yes \_\_\_\_\_  
Please specify  
 Do you hold a current State of Idaho, Kootenai County, and City of CDA alcohol license?  No  Yes  
 If yes, on your State of Idaho alcohol license, do you have a restaurant designation?  No  Yes  
 Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served?  No  Yes

Please supply a copy of your current menu.

What hours is the full menu available? Start 7AM End 9PM

What days is the full menu available? \_\_\_\_\_

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

\_\_\_\_\_ Show table sizes and chair placement, distance from building (side street 24" tables maximum)

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

\_\_\_\_\_ What is width of sidewalk from property line to curb?

\_\_\_\_\_ Please show location of refuse receptacle and disposal of cigarette remains

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

\_\_\_\_\_ Signed encroachment application

**FEEES**

Number of Seats x \$22.13 per seat (Sewer Cap Fee) 12. = \$ 265.56

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

*Seats are on our Property* TOTAL DUE *Paid* \$ 265.56

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

- If serving alcohol, submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts, and barriers to any obstacles including curbs, trees, grates, benches, etc.
- Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter, at owners expense, after obtaining City Council approval (*see attached policy*)
- Signs installed at exits

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

*Diave Beck*  
Applicant Signature

6/5/19  
Date

**Internal Use Only**

Reviewed and approved on: \_\_\_\_\_ By: \_\_\_\_\_

Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

Conditions: \_\_\_\_\_

Denied due to: \_\_\_\_\_

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

Re: Fireworks Stands 2019  
 From: Kelley Setters, Deputy City Clerk



	<b>Location</b>	<b>Operated by</b>	<b>Distributor</b>	
1	<b>Albertsons 220 Ironwood Dr</b>	<b>Loren Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019</b>	<b>TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202</b>	X
2	<b>Fred Meyer 560 W Kathleen</b>	<b>Melissa Bonanno 104 S Freya White Bldg Suite 120B Spokane WA 99202</b>	<b>TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202</b>	x
3	<b>Safeway 101 W Neider</b>	<b>Victoria Petersen 104 S Freya White Bldg Suite 120B Spokane WA 99202</b>	<b>TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202</b>	X
4	<b>Skate Plaza 5685 N Pioneer</b>	<b>Rolling Thunder Fireworks Dan Holmes 29825 North 6<sup>th</sup> Athol 83801</b>	<b>Thunder Fireworks 5207 187 St East Tacoma WA 98446</b>	x
5	<b>Super 1 Foods 305 W Kathleen</b>	<b>Ryan True 14904 North Gleneden Spokane WA 99208</b>	<b>TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202</b>	x
6	<b>Walgreens 225 W Appleway</b>	<b>Journey – CDA Troy Carpenter 1604 West Lee Ct CDA ID 83814</b>	<b>TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202</b>	x
7	<b>Ramsey &amp; Appleway</b>	<b>Eric Campbell 4316 Saw Blade Lane #105 Coeur d Alene ID 83814</b>	<b>TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202</b>	x
8	<b>Runges Furniture</b>	<b>Eda Darwood 8505 Peach Lane Missoula MT 59801</b>	<b>Big Boom Fireworks 8505 Peach Lane Missoula MT 59801</b>	X
9	<b>Ramsey and Prairie</b>	<b>Eda Darwood 8505 Peach Lane Missoula MT 59801</b>	<b>Big Boom Fireworks 8505 Peach Lane Missoula MT 59801</b>	X
10	<b>Costco 355 E Neider Ave</b>	<b>Costco Todd Parson 355 E Neider Ave</b>	<b>Jake's Fireworks 114 Helton Ct Florence, AL 35630</b>	X
11	<b>Midway Parts 520 Best Ave</b>	<b>Deborah Wright 520 Best Ave</b>	<b>TNT Fireworks S 104 Freya White Bldg.#120B Spokane, WA 98446</b>	X



RESOLUTION NO. 19-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: APPROVAL OF BID AWARD AND AGREEMENT WITH BIG SKY ID, CORP., FOR THE FERNAN LIFT STATION PROJECT; APPROVAL OF A ONE-YEAR EXTENSION OF THE CONTRIBUTION AGREEMENT BETWEEN THORCO, INC., AND THE PANHANDLE PARKS FOUNDATION; APPROVAL OF AMENDMENTS TO THE CDATV POLICY AND PROCEDURES MANUAL; APPROVAL OF AGREEMENT WITH JEFF CROWE FOR PROFESSIONAL SERVICES; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST FOR RENOVATION OF THE WASTEWATER OPERATIONS BUILDING; APPROVAL OF A LEASE WITH THE CHAMBER OF COMMERCE FOR FOURTH OF JULY PARKING; AND APPROVAL OF A SOLE SOURCE PURCHASE OF MOTOROLA PORTABLE RADIOS FOR THE POLICE DEPARTMENT AND PURCHASE OF TWO INVESTIGATION VEHICLES.

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

- A) Approval of bid award and agreement with Big Sky ID, Corp. for the 2019 Fernan Lift Station Retrofit project.
- B) Approval of a one-year extension to the Contribution Agreement between Thorco Inc., and the Panhandle Parks Foundation for Thorco Field Agreement with an expiration date of June 30, 2022.
- C) Approval of amendments to the CDATV Policy and Procedures Manual.
- D) Approval of a Professional Services Agreement with Jeff Crowe d/b/a Bunkhouse Media, for Television Operation/Professional Services.
- E) Approval of a Professional Services Agreement with Architects West, Inc. for Operations Building Renovations for the Wastewater Department.
- F) Approval of lease of City-controlled parking spaces to the Chamber of Commerce on the 4<sup>th</sup> of July to generate revenue to help pay for the cost of the community fireworks display.
- G) Approval of sole source purchase of twenty (20) Motorola portable radios, four (4) mobile radios from Motorola Solutions, and the purchase of two (2) investigation vehicles for the Police Department.

AND

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

NOW, THEREFORE,

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

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

DATED this 18<sup>th</sup> day of June, 2019.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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

# PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** June 5, 2019  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Bid Results for the **2019 Fernan Lift Station Retrofit Project.**

=====

## DECISION POINT:

Should Council accept the bid from Big Sky Idaho Corporation, as the lowest responsive bidder for the City of Coeur d'Alene Wastewater Utility 2019 Fernan Lift Station Retrofit Project.

## HISTORY:

The City's Fernan Sewer Lift Station (LS) currently serves 30 SFD and the Lake Villa Apartments (254 Units) and, in accordance with the 2013 Sewer Master Plan (SMP), this LS and related infrastructure are overdue for replacement. The pumps and controls are approaching the end of their service life. Routine Wastewater Utility (WW) O&M requires underground confined space entry, where the existing electrical and controls do not conform to current building, fire and electrical codes. This project will bring our LS into compliance with all current codes as well as uniformly match the other City pump stations. On May 15<sup>th</sup> and 22<sup>nd</sup>, the City advertised for Bids which were opened on May 30, 2019.

## FINANCIAL ANALYSIS:

All bids were reviewed for compliance as stipulated by Idaho Code Section 67-2310. The following table summarizes the contractor bids the City received:

BIDDER NAME	BASE BID	Add. Alt No. 1
Big Sky Idaho Corporation	\$380,512	\$30,000
S&L Underground, Inc.	\$478,512	\$18,000
McClintock & Turk, Inc.	\$504,712	\$35,712
Engineer's Opinion of Probable Costs (PER 03/12/2019)	\$395,000	

For this project, the Base Bid was identified as the Basis of Award. Additive Alternative No. 1 was for rehabilitating the downstream receiving manhole. The WW has elected to defer Add Alt. No. 1 until a later date. With that, Big Sky Idaho Corporation appears to have provided the lowest responsive bid.

The Wastewater Utility planned and budgeted for this project, and has the available funds to pay for this project.

## PERFORMANCE ANALYSIS:

Big Sky Idaho Corporation has successfully completed several previous large contracts with the City's Wastewater Utility on time, within budget, and to WW's satisfaction.

## RECOMMENDATION:

The Wastewater Utility recommends that Council accept the bid of, and award the contract to, Big Sky Idaho Corporation for the City of Coeur d'Alene Wastewater Utility's 2019 Fernan Lift Station Retrofit Project in the amount of \$380,512.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
FERNAN LIFT STATION RETROFIT PROJECT  
SUCCESSFUL BIDDER'S CHECKLIST**

The successful Bidder will be required to submit the following information prior to execution of the Contract by the Owner. The Bidder will be advised of other items that may be required.

- \_\_\_ 1. Evidence of Insurance:
  - Liability
  - Workmen's Compensation
  - Builder's Risk
  
- \_\_\_ 2. Performance Bond
  
- \_\_\_ 3. Labor and Materials Payment Bond
  
- \_\_\_ 4. Surety Agent's Power of Attorney
  
- \_\_\_ 5. State Tax Commission Public Works Contract Report

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or complete listing of all actions and documents that may be required. Bidders are advised to carefully read all portions of the Contract Documents and to comply with all requirements.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
FERNAN LIFT STATION RETROFIT PROJECT  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

BIG SKY ID CORPORATION

(Name of Contractor)

10063 NAVION DRIVE, HAYDEN, ID 83835

(Address of Contractor)

A CORPORATION, hereinafter called Principal and (Corp., Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER, all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(Seal)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_ (seal)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

Attest:

\_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
FERNAN LIFT STATION RETROFIT PROJECT  
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That

BIG SKY ID CORPORATION

(Name of Contractor)

10063 NAVION DRIVE, HAYDEN, ID 83835

(Address of Contractor)

a CORPORATION, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_.

NOW THEREFORE, if the Principal shall promptly make the payment to all persons, firms, Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and affect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(Seal)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(seal)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

Attest:

\_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

**IMPORTANT:** Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

# WH-5 Public Works Contract Report

**Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.**

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		Public Works contractor license number
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$

Description and location of work to be performed

### PROJECT DATES

Scheduled project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

If the following information is not available at this time, please indicate date it will be: \_\_\_\_\_

### ALL SUBCONTRACTORS

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			

### ALL SUBCONTRACTORS (CONTINUED)

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

### SUPPLIERS

Use the space below to report major suppliers of materials and supplies; items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid	

\* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: \_\_\_\_\_

If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN _____ HERE _____	Authorized signature	Print name	Phone number	Date
--------------------------	----------------------	------------	--------------	------

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
FERNAN LIFT STATION RETROFIT PROJECT  
NOTICE OF AWARD**

DATED: \_\_\_\_\_

TO: BIG SKY ID CORPORATION  
\_\_\_\_\_  
(bidder)

ADDRESS: 10063 NAVION DRIVE, HAYDEN, ID 83835  
\_\_\_\_\_

CONTRACT FOR:

You are notified that your Bid dated May 31, 2019, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for:

The Contract Price of your contract is THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED TWELVE AND NO/100 Dollars (\$ 380,512.00).

This Notice of Award for the Base Bid obligates the Successful Bidder to immediately return the acknowledgement of receipt of Notice of Award and, within ten (10) business days, execute and return the Agreement, furnish the required Bonds, complete and return the Public Works Contract Report, and provide evidence of insurance. Within ten (10) business days of the OWNER receiving said items, OWNER will return to CONTRACTOR one fully signed photographic copy of the Agreement with the Contract Documents attached.

**CITY OF COEUR D'ALENE**  
(OWNER)

**ACCEPTANCE OF AWARD**

\_\_\_\_\_  
(CONTRACTOR)

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

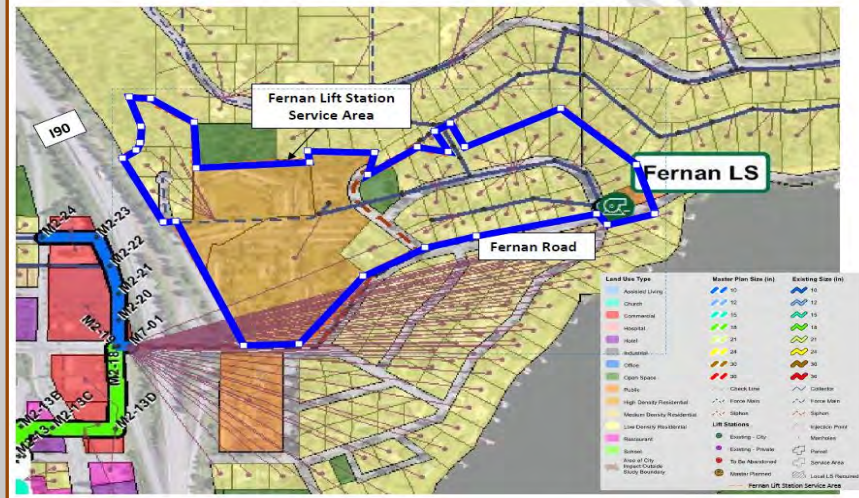


**2019 FERNAN LIFT STATION  
RETROFIT PROJECT**



# PROJECT SERVICE AREA

Figure 1 – Project Vicinity Map



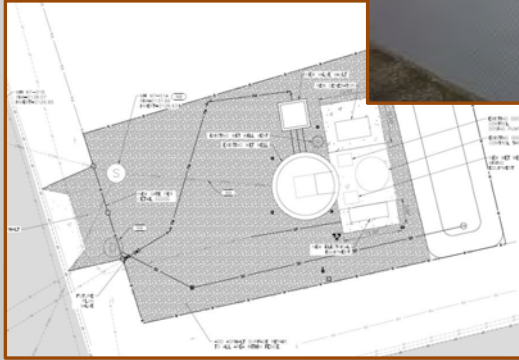
## EXISTING FERNAN LIFT STATION

- Performance Issues
- Reached Equipment Service Life
- Confine Space Entry
- Non-Conforming Electrical, Controls, and Structures
- Potential Life Safety Issues



**PROPOSED FERNAN LIFT STATION**

- Improved Efficiency, Controls and Telemetry
- Uniform Pump Station Design
- Compliant to All Codes
- Extended Service Life and added Security.
- Reduce Liability to City.



**Hawks Nest Pump Station**  
(Example)



**CONTRACTOR BID BREAKDOWN**

Bidder	Base Bid	Additive Alternative No. 1
Big Sky Idaho Corporation	\$ 380,512	<del>\$ 30,000</del>
S & L Underground	\$ 478,512	\$ 18,000
McClintock & Turk	\$ 504,712	\$ 35,712
Engineer's Estimate	\$	395,000



## **STAFF RECOMMENDATIONS**

**Accept the bid of, and award the contract to, Big Sky Idaho Corporation, for the City of Coeur d'Alene Wastewater Utility's 2019 Fernan Lift Station Retrofit Project in the amount of \$380,512.**



## **QUESTIONS/COMMENTS**





**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
FERNAN LIFT STATION RETROFIT PROJECT  
CONTRACT**

THIS CONTRACT is made and entered into this 18<sup>th</sup> day of June, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and **BIG SKY ID, CORP.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 10063 Navion Dr., Hayden, Idaho 83835, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the Fernan Lift Station Retrofit Project in the City of Coeur d'Alene, according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**City of Coeur d'Alene – Wastewater Utility - Fernan Lift Station Retrofit Project**

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY, as hereinafter set forth, the CONTRACTOR shall perform the work as set forth in the said plans and specifications described above, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, Certificates of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed Three Hundred Eighty Thousand, Five Hundred Twelve Dollars and no/100's (\$380,512.00), as provided in the Base Bid. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

<b>BASE BID</b>	
<b>Item No. 1 – Fernan Lift Station Replacement: Lump Sum Bid Price</b>	<b>\$ 375,000.00</b>
<b>Item No. 2 - Water Service Abandonment: Lump Sum Bid Price</b>	<b>\$ 4,000.00</b>
<b>Submersible Pump Use Tax Allowance (6%)</b>	<b>\$ 1,512.00</b>
<b>BASE BID TOTAL:</b>	<b>\$380,512.00</b>

The Work shall be substantially complete within **one hundred twenty (120) calendar days** (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred Dollars (**\$500.00**) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor 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, national origin, sexual orientation, and/or gender identity/expression. 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 CONTRACTOR 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 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The CONTRACTOR 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 sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The CONTRACTOR 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.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

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

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

**CONTRACTOR:  
BIG SKY ID CORPORATION**

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_

**PARK & RECREATION COMMISSION  
STAFF REPORT**

**Date:** May 20, 2019  
**From:** Bill Greenwood, Park & Recreation Director  
**SUBJECT:** Naming Rights and Donation

---

**DECISION POINT:**

Recommend to General Services the extension of the Thorco Field agreement by 1 years.

**HISTORY:**

The existing agreement with Thorco is for in-kind donation for work performed at Ramsey Park installing lights in a field that Legion Baseball is currently using, now known as Thorco Field.

**FINANCIAL ANALYSIS:**

No costs for the city to accept these naming rights. Thorco's current agreement is to end on June 30, 2021. They are asking to extend this agreement by 1 year in lieu of a payment in the amount of \$2190 for work performed in the rescue of an osprey at Mceuen Park.

**PERFORMANCE ANALYSIS:**

It was brought to our attention on July 3, 2018 one of the baby osprey in one of the nest at McEuen seemed to be tangled in fishing line. We contacted Raptor Biologist Janie Veltkamp of Birds of Prey Northwest for assistance. On July 5<sup>th</sup> Janie determined the bird was tangled and not moving correctly. We then contacted Thorco to see if they could help with the rescue of a baby osprey. The team of Tom and Nick Cline of Thorco arrived with a lift and with Janie's help removed the bird and Janie took Little McEuen back to their facility to recover before being return back to the nest. I received a call from Janie on July 20<sup>th</sup> that the bird was ready to be returned to the nest, I called Thorco once again they helped with the safe return of little McEuen.

**DECISION POINT/ RECOMMENDATION:**

Recommend to General Services the extension of the Thorco Field agreement by 1 year.

**Contribution Agreement**

This Naming Agreement effective as of July 1, 2013 is made and entered into by and between THORCO INC., whose address is 4950 N. Manufacturing Way, (“Donor”) and the Panhandle Parks Foundation for the naming of the baseball field at Ramsey Park to be names ‘THORCO FIELD’. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

**RECITALS**

Donor wishes to make a charitable contribution the use and benefit of the City of Coeur d’Alene as set forth in this Agreement.

The Panhandle Parks Foundation desires to accept such contribution, subject to the terms and conditions set forth in this Agreement.

**AGREEMENT**

- 1. **Contribution.** Donor hereby pledges to the Panhandle Parks Foundation, for the use and benefit of the City of Coeur d Alene, the following contribution: \$20,000 to name the baseball field at Ramsey Park for a period of 8 years at which time you will be contacted by the Panhandle Parks Foundation or the City of CDA offering you first right of refusal to renew your sponsorship agreement for another term.
- 2. **Payment of the Gift.** The Gift is an irrevocable contribution that will be deducted from the payment amount owed to Thorco, Inc., for services rendered. Naming opportunity begins July 1, 2013 and will continue to June 30, 2021.

Amount of payment owed to Donor

\$49,405.63 for work completed at the Ramsey baseball field. Invoice #1767213, 1767409, 1767398  
~~\$74,213.34~~ for work completed at Coeur d’Alene Soccer Complex Invoice #1767283 and 1767471  
 \$123,618.97 Total owed  
 \$ 20,000.00 Contribution  
 \$103,618.97 Remaining amount owed

- 3. **Acknowledgment.** In consideration for the Contribution, the Foundation and the City of Coeur d’Alene will acknowledge the contribution by naming the baseball field at Ramsey Park; THORCO FIELD, effective July 1, 2013. Subject to the terms of this Agreement, the Naming will last for 8 years, or until June 30, 2021.
- 4. **Termination of Naming.** In addition to any rights and remedies available at law, the Board may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
  - a. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the Foundation, in the event of a continued association with Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or the Naming hereunder, the Board, The Panhandle Parks Foundation and City of Coeur d’Alene shall have no further obligation or liability to Donor and shall not be required to return any portion of the contribution already paid.

5. **Publicity**

For purposes of publicizing the Contribution and the Naming, Panhandle Parks Foundation & City of Coeur d’ Alene will have the right, without charge, to photograph the Donor and/or Donor Logo and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the “Media Materials”) and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and

marketing materials, and reports and publications describing Foundation's development and business activities.

6. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
8. **Board Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the City of Coeur d' Alene will not be effective unless and until approved by the Board of the Panhandle Parks Foundation.

ACCEPTED AND AGREED TO:

\_\_\_\_\_

Name

Panhandle Parks Foundation

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

Name:

Title: Executive Director or President of the board  
for \_\_\_\_\_

**AMENDMENT NO. 1  
TO  
CONTRIBUTION AGREEMENT WITH THORCO, INC.**

This Amendment No. 1 to the Contribution Agreement between Thorco, Inc., (hereinafter “Thorco”) and the Panhandle Parks Foundation (hereinafter the “Foundation”) is made and entered into this \_\_\_\_ day of June, 2019.

WHEREAS, the existing agreement with Thorco was entered into on July 1, 2013, and runs through June 30, 2021, and gave Thorco naming rights to the Ramsey Park baseball field in exchange for an in-kind donation; and

WHEREAS, in July 2018, when a baby osprey was in distress in one of the nests at McEuen Park, Thorco provided assistance in the form of personnel and equipment to help rescue and return the baby osprey to the nest; and

WHEREAS, the value of the assistance provided by Thorco is \$2,190.00; and

WHEREAS, Thorco has requested a one (1) extension to the agreement in lieu of payment for work performed in the rescue of the baby osprey at McEuen park; and

WHEREAS, the Panhandle Parks Foundation approves of such extension in lieu of payment.

NOW, THEREFORE, the parties agree to extend the term of the Contribution Agreement to June 30, 2022, in exchange for in-kind work performed in the amount of \$2,190 for the rescue of the baby osprey at McEuen Park in July 2018.

In all other respects, the Contribution Agreement shall remain in full force and effect.

DATED this \_\_\_\_ day of June, 2019.

THORCO, INC.

PANHANDLE PARKS FOUNDATION

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_



## GENERAL SERVICES

**DATE:** June 10, 2019  
**FROM:** Renata McLeod, Municipal Services Director/City Clerk  
**SUBJECT:** Amendments to the CDATV Policy and Procedure Manual

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### DECISION POINT:

- Approval of amendments to the CDATV Policy and Procedure Manual.

### HISTORY:

The City of Coeur d'Alene has enjoyed the partnership with Charter Cable (previously Time Warner) for many years. This partnership provides the City with a Public Education Government (PEG) Channel. The mission of the channel content has been to provide public education and governmental programming that benefits the community. This is not the general public access channel, wherein one can conduct their own programming and have it aired; it must pertain to government or public education, pursuant to the policy and procedure manual. The CDATV Committee has reviewed its policy and procedure manual over the past few months and determined there are a few areas that needed updates such as technology references, establishment of standards for content airing related to sound and picture quality, as well as, to provide clear delineation from a public access channel. Over the past year several requests have been made to air items that are not related to the government or educational arm of the program content, so this amendment seeks to make it very clear. While the Committee was in the process of reviewing the policy, some edits were made regarding the appeal of denial of broadcast material to provide clarity in the process. Additionally, there was a section specifically noting the School District as our public partner; however, our Committee membership includes many partners, from Panhandle Health District to the City of Hayden, so the Committee recommended amendments to that section to clarify the partners or more than just the School District. The Committee has reviewed the amendments and recommends their approval.

### FINANCIAL ANALYSIS:

There is no current financial cost associated with this request.

### DECISION POINT/RECOMMENDATION:

- Approval of amendments to the CDATV Policy and Procedure Manual.

# COEUR D'ALENE TELEVISION (CDATV)

## OPERATIONAL POLICIES AND PROCEDURES



ADOPTED: January 17, 2006 via Res. 06-005

Originally Prepared by the CDATV Ad Hoc Committee

Dave Walker, Chairman

Members: Jeff Crowe, Janet Feiler, Bruce Hathaway, Eve Knudtsen, Jim Van Sky,  
Woody McEvers, Renata McLeod, Susan Weathers

As Amended in 2019 by CDATV Committee, members: Bruce Hathaway, Chairman; Jeff Crowe, Chris Pfeiffer, Michael Drobnock, Katherine Hoyer, Scott Maben, Joseph Morrison (Student Representative), Zack MacKimmie (Alternate Student Representative), Woody McEvers (City Council Representative), and Renata McLeod (City Clerk)

## I. PURPOSE

The purposes of these Operational Policies and Procedures are to define the function of the Coeur d'Alene Government/Public Education Cable Access Channel, ~~[(Coeur d'Alene City TV (CDATV))]~~ provide direction to City Staff, and assist the public in understanding the services offered by CDATV.

## II. MISSION AND GOALS FOR CDATV

- A. CDATV is designated as a government/public education channel, as provided for in the 1994 Cable Act and the franchise agreement between the City of Coeur d'Alene and Adelphia (now Charter Communications and regulated under a state franchise agreement dated September 11, 2014) pursuant to Ordinance No. 3161, originally adopted January 20, 2004. To provide clarity to the community, this channel is not utilized for general public access purposes. Public Access, as defined by the Federal Communications Commission (FCC), is a channel used by the general public. Educational Channels are used by Education Institutions for educational programming and Government Channels are used for local government programming and controlled directly by the local government.
- B. The mission of CDATV is to enhance the community's public information and communications system, involve the community in local government decision making, and provide useful local government/public education information to general and specialized audiences.

## III. CHANNEL PROGRAMMING

- A. Programming Responsibility
1. The City of Coeur d'Alene reserves the right to program CDATV Channel in accordance with the objective identified above.
  2. The City of Coeur d'Alene shall follow FCC guidelines for government/public education television.
  3. The City Television Coordinator shall make all initial programming decisions.
  34. ~~As appropriate any~~An aggrieved person may appeals ~~of~~ programming decisions, ~~shall be filed within writing, to~~ the City Clerk within ten (10) days of the decision. If unable to resolve, The decision of the City Clerk may be appealed ~~may be forwarded~~ to the CDATV Committee for a final decision within ten (10) days of the Clerk's decision by a written notice of appeal. Any person aggrieved by ~~a final~~ the determination of the CDATV Committee, ~~shall have the right to~~

further may appeal to the City Council, in writing, within ten (10) days of the Committee's decision. The decision of the City Council shall be final.

## B. Programming Categories

All programming on CDATV shall fall within at least one of the following categories:

1. Governmental Decision Making: Programming which provides direct coverage of the deliberations of elected or appointed bodies, as well as coverage of selected public issues forums. Examples of programming in this category include:
  - City Council Meetings
  - Election Coverage
  - Board and Commission Meetings
  - Public Issue Forums
2. Community Information/Affairs: Programming that provides information about City government, coverage of selected public issues forums, or issue of local interest in Coeur d'Alene. Examples include:
  - Crime Prevention
  - Environmental Issues
  - Public Safety
  - Neighborhood Information
3. Cooperative/Community Programming: Programming produced or provided in cooperation with other government organizations that contain useful information or that celebrates the achievements and accomplishments of Coeur d'Alene citizens. Examples include:
  - School Events/Information (Sponsored by an educational institution or arm of the local government)
  - Performing Art (Subject to copyright laws)
  - Community RRecreation Activities

## C. Programming Guidelines

1. All programming on CDATV must be either produced by or approved for use by the CDATV Committee.

2. All programming on CDATV must support the channel's mission and goals.
3. All programming on CDATV must fall within one of the channel's designated categories.
4. All programming on CDATV must be of local interest and provide community benefit.
- ~~4. 5.~~ All programming on CDATV must adhere strictly to copyright laws and regulations. Where applicable, program submitters may be asked to provide copyright clearance documentation for questionable productions.
5. All programming must meet the following minimum broadcast standards. *Sound quality:* Audio levels must be consistent, maintaining levels averaging between -12db & -6db and never to exceed 0db \_\_\_\_\_; *Video quality:* Video levels must be consistent, ~~must includewith~~ peak levels never to exceed 100IRE \_\_\_\_\_. Image signal to noise ratio (SNR must be within High Def (HD) standards.- Any material that does not meet these minimum standards may be denied broadcast.
6. The City Television Coordinator, or the City's designee, shall establish allocation of programming time among the designated categories.
7. The City Television Coordinator, or the City's designee, shall consult with City partners submitting School District 274 programming to establish-allocate broadcasting time(s) between the City and the program partnerSchool District. An aggrieved party may appeal as set out in section III(A)(4) hereof.~~The City reserves the final authority in scheduling of CDATV programming.~~
8. City Council meetings and other public meetings will be covered, to the extent possible, gavel-to-gavel, without editing or interruption. Introductory or supplementary information, which will aid the viewer in understanding the context or issues, may be provided.
9. ~~Videotaped-Media~~ coverage of meetings shall not be considered an official record of said meetings, and there shall be no liability by-on the part of the City or its employees for inadvertent erasures-deletions or omissions, technical difficulties, or for inaccurate information stated during an aired event.

10. The City of Coeur d'Alene shall archive ~~videotapes~~ copies of all meetings for a minimum of one (1) year from the date of production. ~~Tapes may be transferred to VHS/DVD format for storage purposes.~~
11. Any City department may co-sponsor a programming proposal from the community with the approval of the City Television Coordinator, or the City's designee, in consultation with the established chain of command when necessary.
12. The City may cooperate with other media, municipalities and agencies to acquire additional programming, which meets the objectives and goals of CDATV.
13. Public issue forums or debates carried on CDATV must relate to the channel's mission and offer a balanced perspective on the issues.
14. Use of CDATV by individuals seeking public office or reelection is prohibited unless participating in City sanctioned forums or debates or if acting in an official capacity as part of regular duties.
15. Copies of City originated programs are available for viewing online. Copies of program media can be obtained by making a public records request. There may be fees associated with this service. Duplication of tapes of original programming aired by CDATV is possible in certain instances, upon request, for a fee (see City fee schedule), and with the permission of the City Television Coordinator, or City's designee. Duplicates will be made available within two (2) weeks of request and upon payment. One (1) complementary tape copy will be provided upon request to the sponsoring organization of an event.
- ~~16. Duplicates of tapes of City Council meetings and other original CDATV programming may be made upon request and with the permission of the City Television Coordinator, for the purpose of lending for a period of 10 days. Duplicates will be made available within two (2) weeks of request. If these tapes are not returned in the agreed upon manner, the loan will be considered a purchase (See Section III. C. 15 of this document), and the user will be billed accordingly.~~
167. All programming produced for CDATV shall be protected from commercial reproduction and may only be reproduced for personal, non-commercial home use by individuals. Retransmission or any unauthorized use of CDATV programming (in part or whole) is strictly forbidden without the written consent of the City.

#### D. Prohibited Programming

The following types of programming shall be prohibited on CDATV:

1. Programming which does not comply with the mission of CDATV or these guidelines.
2. Programming which violates FCC guidelines for **public** education/government television including: Commercial/for-profit making enterprises/ trade or business announcements (excluding sponsorship notices and community calendar event announcements), obscene, indecent, libelous or slanderous speech, lottery information or other illegal content.
3. Programming which promotes political candidates, issues or viewpoints except as provided for in City sanctioned debates or forums, or which arises incidentally during a public meeting otherwise broadcast.
4. The City reserves the right to refuse to transmit all or any portion of a program which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.

#### IV. COMMUNITY CALENDAR

The Community Calendar is designed to provide a source of timely information about a variety of community activities displayed by the CDATV character generator system.

1. Textual information shall be displayed throughout the cablecast area (see Section V) on the cable channel, twenty-four hours a day, seven days a week, except at those times when other programming has been scheduled by the City Television Coordinator, or the City's designee, or the channel is experiencing technical difficulties.
2. The form, the City of Coeur d'Alene TV Message Display Request, must be used when submitting messages for display on the channel. The form can be obtained from the City Television Coordinator at City Hall, City Clerk's Office. The City Television Coordinator or the City's designee will make every effort to include all appropriate messages on the Community Calendar, but inclusion is not guaranteed.
3. School District 271, will collect and screen school messages for inclusion on the Community Calendar, record them on the City of Coeur d'Alene TV Message Display Request form, and submit them to City Television Coordinator or City Clerk.

4. A list of the Community Calendar guidelines is included on the City of Coeur d'Alene TV Message Display Request form. The form can be obtained from the City Television Coordinator or the City Clerk.
5. Should an error result in the cablecast of incorrect information, neither the City of Coeur d'Alene nor the employee/consultant responsible shall be liable for the inaccuracy of the information or for actions taken by anyone as a result of the inaccurate information.
6. The City reserves the right to refuse to transmit all or any portion of a message which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.
7. As appropriate, any appeals of Community Calendar decisions shall be filed with the City Clerk. If the CDA-TV Ad Hoc Committee is unable to resolve the appeal, the appeal(s) may be forwarded to the Coeur d'Alene City Council who will make the final decision.

#### **V. CABLECAST AREA**

The Cablecast Area for CDATV will be determined by the franchise agreement. It is the desire of the City that –cable customers within the boundaries of Kootenai County receive the government/public education channel, CDATV.

#### **VI. EMERGENCY RESPONSE**

The government/public education channel may be used at any time for the purpose of emergency communication and response. In these cases, direction will be taken from the procedures outlined in the City of Coeur d'Alene Emergency Plan and/or the Kootenai County Emergency Response System.

#### **VII. OPERATIONAL USE WITH COEUR D'ALENE SCHOOL DISTRICT 271**

Policies relating to the operation of CDATV resources with the Coeur d'Alene School District are governed by the terms and conditions of the Franchise Agreement; this Operational Policies and Procedures for Coeur d'Alene; and any current or future Statement of Cooperation or Agreement between the City of Coeur d'Alene and Coeur d'Alene School District.

#### **VIII. PROGRAMMING AUTHORITY**

The City of Coeur d'Alene reserves the right to refuse a request for cable programming or operations which [are](#) illegal under City, State or Federal law or [are](#) in violation of the mission and goals of CDATV. The City Clerk shall receive written disputes or appeals regarding such requests.



**IX. REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES**

The City of Coeur d'Alene may ~~only~~ modify these policies and procedures through recommendation of the CDATV Committee and/or city staff, with the approval of City Council. ~~The City and any of its partners shall review Agreements, the Operational Policies and Procedures, and the Statement of Cooperation by May 1 of each year.~~

COEUR D'ALENE TELEVISION  
(CDATV)

OPERATIONAL POLICIES AND PROCEDURES



ADOPTED: January 17, 2006 via Resolution No. 06-005  
as amended by Resolution No. 19-\_\_\_

Originally Prepared by the CDATV Ad Hoc Committee

Dave Walker, Chairman

Members: Jeff Crowe, Janet Feiler, Bruce Hathaway, Eve Knudtsen, Jim Van Sky,  
Woody McEvers, Renata McLeod, Susan Weathers

As Amended in 2019 by CDATV Committee, members: Bruce Hathaway, Chairman; Jeff Crowe, Chris Pfeiffer, Michael Drobnock, Katherine Hoyer, Scott Maben, Joseph Morrison (Student Representative), Zack MacKimmie (Alternate Student Representative), Woody McEvers (City Council Representative), and Renata McLeod (City Clerk)

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## **V. CABLECAST AREA**

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## **VI. EMERGENCY RESPONSE**

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## **VII. OPERATIONAL USE WITH COEUR D'ALENE SCHOOL DISTRICT 271**

Policies relating to the operation of CDATV resources with the Coeur d'Alene School District are governed by the terms and conditions of the Franchise Agreement; this Operational Policies and Procedures for Coeur d'Alene; and any current or future Statement of Cooperation or Agreement between the City of Coeur d'Alene and Coeur d'Alene School District.

## **VIII. PROGRAMMING AUTHORITY**

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## **IX. REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES**

The City of Coeur d'Alene may modify these policies and procedures through recommendation of the CDATV Committee and/or city staff, with the approval of City Council.



## GENERAL SERVICES

**DATE:** June 10, 2019  
**FROM:** Renata McLeod, Municipal Services Director/City Clerk  
**SUBJECT:** CDA TV Production Services with Bunkhouse Media

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### DECISION POINT:

- Approval of a Professional Services Agreement with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services.

### HISTORY:

The City's current contract with Mr. Crowe will expire on August 19, 2019. Mr. Crowe has been providing CDATV Channel services since 2009. The City has received many accolades for its professional Public Education Government Channel programming and has grown its partnerships with North Idaho College, City of Hayden, Panhandle Health District, and the School District under the leadership of Mr. Crowe. The proposed Agreement is for one year with four additional one-year term renewals with the remaining components of the contract unchanged from the previous contract. The scope of services has been updated to reflect today's operations. Idaho Code 67-2803 exempts this type of professional service from competitive bid. Over the year's Mr. Crowe has proven to be a leader in the video industry and has assisted several city partners, such as the School District and Kootenai County with establishing their production facilities.

### FINANCIAL ANALYSIS:

The previous contract based the annual increase on the April CPI (Consumer Price Index). This contract simply provides a 2.5% increase, in concert with other negotiated labor agreements.

### PERFORMANCE ANALYSIS:

By continuing to engage the services of Jeff Crowe the City will continue its production professionalism and retains leadership for the future of the City's television channel.

### DECISION POINT/RECOMMENDATION:

- Approval of a Professional Services Agreement with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services.

PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF COEUR D'ALENE  
and  
JEFF CROWE  
for  
MULTI-MEDIA SERVICES

THIS agreement, made and entered into this 18<sup>th</sup> day of June, 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 **JEFFREY D. CROWE** (d/b/a **Bunkhouse Media**), hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Employment of Consultant.

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services set forth in this agreement.

Section 2. Scope of Services.

A. Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Consultant shall coordinate the performance of the services listed on Exhibit "A" with the City Clerk who shall serve as the City liaison for this agreement. Additionally, the Consultant shall work collaboratively with the City of Coeur d'Alene CDATV Committee. Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Consultant shall not delegate duties, or otherwise subcontract work or services under this agreement without the prior written approval of the City. The City will make the final decision on productions to be undertaken and programs to be aired and is solely responsible for the content of all programming aired.

Section 3. Independent Contractor.

The parties agree that Consultant is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with City. City shall have no control over the performance of this agreement by Consultant or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Consultant's supplies or equipment. If the City designates the City Hall Parking Facility as a paid parking facility, Consultant shall be provided three (3) courtesy parking passes.

Section 4. Worker's Compensation.

The Consultant agrees to maintain Worker's Compensation coverage during the term of this agreement as required by Idaho Code Section 72-101 through 72-806 or to provide the City with written proof that Consultant is exempted from the requirement of carrying Worker's Compensation coverage. 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. Term of Agreement.

The initial term of this agreement will begin October 1, 2019 and end on September 31, 2020. Project deliverables shall be completed in a timeframe as agreed upon by the parties, in accordance to the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A." The City liaison will schedule meetings with Consultant for progress updates and schedule reviews as needed.

Section 6. Renewals.

This agreement will automatically renew for up to four (4) additional one (1) year terms unless either party gives the other party written notice at least ninety (90) days prior to the end of the current term of their desire to terminate this agreement. All provisions of this agreement will remain in effect, unless otherwise amended as allowed by this agreement, for all renewal terms. Effective October 1, 2019, and in each of the subsequent five (5) years of the contract, the City will provide a cost of living increase of 2.5%. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

Section 7. Compensation.

A. City agrees to pay Consultant as compensation the sum of \$8,555.37, per month which shall be payable once each month. Consultant must submit an invoice for service on the Wednesday preceding the third Tuesday of each month, with payment to be received on Wednesday following the third Tuesday of each month.

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, and use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 8. Termination of Agreement.

A. Termination of Agreement for Cause. If, through any cause, 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 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 documents, data, studies, surveys, reports, production components and media, or other material prepared by the Consultant under this agreement shall, at the option of the City, become the property of the City.

B. Termination for Convenience of City. The City or Consultant may terminate this agreement at any time by giving thirty (30) days written notice to the other party of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8A above shall, at the option of the City, become the property of the City.

C. Compensation Upon Termination. Upon an early termination of this agreement the final compensation amount shall be determined by dividing the monthly payment amount by the number of days in the final month of performance divided by the actual number of days of the month prior to the termination date.

Section 9. 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 10. 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 11. Intellectual Property.

The City shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the City or that are developed by the Consultant during the course of the provision of the services under this contract related to the scope of services. To the extent that Consultant may include, use or provide proprietary information or other protected materials belonging to the Consultant, the Consultant agrees that

the City shall be deemed to have a fully paid up license to make copies of the Consultant owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the City without the written permission of Consultant.

Section 12. Audits and Inspection.

This agreement anticipates an audit by the City and review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this agreement.

Section 13. 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 14. 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 15. 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 16. 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 17. 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 18. Modifications.

The City and Consultant may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

Section 19. Hold Harmless.

The Consultant agrees to indemnify, defend and hold the City, its officers, agents and employees harmless from any and all damages or liability arising out of the acts, errors, omissions, 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 in any way whatsoever.

Section 20. Standard of Performance and Insurance.

A. The Consultant shall maintain automobile 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, 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.

C. 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. Certificates shall provide cancellation notice information that assures at least thirty- (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

JEFFREY D. CROWE d/b/a Bunkhouse  
Media

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

\_\_\_\_\_  
Jeffrey D. Crowe

ATTEST:

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

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The Consultant shall insure that all services relating to the operation of CDA TV, are timely, specifically, but not limited to: the live broadcast of City meetings including City Council, Planning Commission, Parks and Recreation Commission, General Services and Public Works. Additional regular programs to include the Mayor’s show, ignite CDA Board Meetings and public service announcements. The City Clerk will determine production priorities when/if time conflicts arise.

The Consultant shall be responsible for:

- Organizing, scheduling, and production of City programming on CDA TV
- Coordinate, broadcast and record live government meetings, hearings and town-hall type meetings
- Produce, edit, and rebroadcast government meetings and hearings
- Production of public service announcements and informational bulletin board
- Provide guidance to educational, civic organizations and city-wide departments to seek education, government and other public informative broadcast materials
- Make professional technical recommendations for the operations and production quality standards of the cable channel, including but not limited to equipment upgrades
- Research additional programming with content in keeping with the CDA TV mission
- Maintain programming schedule on CDA TV website
- Work with City Departments and City affiliated organizations to develop programming.
- Live Streaming

The City requires the following tangible documents be created and provided the City as they relate to the operations and procedures of the government channel:

- Schematics of the equipment in the City cable studio, as upgrades and changes are made
- Step-by-step procedures manual in how to operate the studio for the production of live broadcasts, for recording live meetings or hearings, for the creation and broadcast of the informational bulletin board
- Implementations and phasing for future equipment upgrades (as approved and budgeted by the City)
- Complete and accurate inventory of all equipment and supplies in the studio
- Provide monthly activity logs to the Cable TV Committee

All services shall be in accordance to the Policies and Procedures adopted by the City of Coeur d’Alene

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** June 10, 2019

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

**SUBJECT:** Approval of Agreement for Professional Services with Architects West, Inc. for the Design of Renovations to the Advanced Wastewater Treatment Facility Operations Building

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**DECISION POINT:** Should the City Council approve an agreement with Architects West, Inc., for the design of renovations to the Operations Building located within the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF)?

**HISTORY:** The Operations Building, within the City's AWTF, was originally constructed in 1972, and underwent an expansion in 1987. The facility is reaching the end of its useful life and is in need of improvements and renovations. This project has been previously identified in the Wastewater Department Capital Improvement Plan (CIP). It is anticipated that ventilation improvements, roofing improvements, electrical upgrades, building code upgrades, and various interior finish improvements will be required. A detailed scope of the improvements/renovations will be developed and the design of the improvements/renovations (bid ready construction documents) will be accomplished under this agreement.

**FINANCIAL ANALYSIS:** The contract amount for this professional services agreement is not to exceed \$ 168,000. Funds for this proposed professional services agreement are available in the current (FY 18-19) Wastewater Operating Fund in account # 031-022-4354-7300.

**PERFORMANCE ANALYSIS:** The Wastewater Department solicited Statements of Qualifications for these professional architectural services in accordance with Idaho Statute 67-2320 and City of Coeur d'Alene Procurement Policy (Res. 16-045). The selected consultant, Architects West, Inc., has the ability, experience and qualifications to successfully assist the Wastewater Department in this planning and design effort. A copy of the proposed agreement, scope of services, and fee estimate is attached.

**DECISION POINT/RECOMMENDATION:** The council should approve and authorize the Mayor to execute the Agreement for Professional Services between the City of Coeur d'Alene and Architects West, Inc., for the design of renovations to the AWTF Operations Building.



PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

ARCHITECTS WEST, INCORPORATED

For

ARCHITECTURAL SERVICES FOR

RENOVATIONS TO THE AWTF OPERATIONS BUILDING

THIS Agreement is made and entered into this 18<sup>th</sup> day of June, 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 Architects West, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 210 E. Lakeside Ave., Coeur d'Alene, ID 83814, hereinafter referred to as the "Consultant."

WITNESSETH:

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 Architects West, Incorporated.

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

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.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

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 Worker'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 execution of this Agreement by the Mayor and shall be completed on or before August 1, 2020. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum as set forth in Exhibit "A" attached hereto and incorporated herein by reference for services required by this agreement.

B. 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. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

C. Total compensation for all services and expenses for the term of this agreement shall not exceed \$ 168,000.

Section 7. Method and Time of Payment.

A. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 and Exhibit "A" which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City.

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, after providing Consultant reasonable time to remedy the deficiency, thereupon 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 thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services 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, sexual orientation and/or gender identity/expression. 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, sexual orientation and/or gender identity/expression. 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, sexual orientation and/or gender identity/expression. 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 sub-consultant, 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.

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 of the City.

Section 14. Interest of Consultant. The Consultant covenants that it 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 by it for the performance of this Agreement.

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 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 sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's 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 laws 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, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, 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 amount 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 limits of such insurance shall be at least those provided for by Idaho Code 6-924.

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 five hundred

thousand dollars (\$500,000.00). 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. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

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

A. The Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d’Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Title 9, Chapter 9.56, Coeur d’Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this contract and City Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant shall provide all information and reports required by Title 9, Chapter 9.56, Coeur d’Alene City Code or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency to be pertinent to ascertain compliance with such orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Coeur d’Alene, and shall set forth what efforts it has made to obtain the information.

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

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

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

CITY OF COEUR D'ALENE

ARCHITECTS WEST INC.

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

\_\_\_\_\_  
Scott P. Fischer, President

ATTEST:

ATTEST:

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

\_\_\_\_\_



June 5, 2019

City of Coeur d'Alene Wastewater Department  
Attn: Mr. Jim Remitz, Capital Program Manager  
1080 Hubbard  
Coeur d'Alene, ID 83814

RE: ARCHITECTURAL SERVICES FOR RENOVATIONS TO THE OPERATIONS BUILDING  
PROJECT SCOPE AND FEE PROPOSAL

Dear Jim:

Thank you again for the opportunity to provide you and the City of Coeur d'Alene Wastewater Department with architectural services for renovations to the Operations Building. Based on the request for Proposal, dated May 2, 2019, and subsequent conversation with yourself and Mike Anderson during our meeting on May 29, 2019, regarding consultant services for this project, Architects West (AW) offers the following Project Scope and Fee Proposal for your consideration.

Phase 1: Existing Building Conditions Assessment

- A. Request Owner schedule and perform a Hazardous Material Survey of the structure (outside of contract with AW)
- B. Assemble consultant team of structural, mechanical, and electrical engineers to perform a walk-through of the existing facility to assess the current conditions of systems.
- C. Formulate a report and recommendations based on findings from the walk-through assessment and present to Wastewater Department.

Phase 2: Space Needs Assessment/Programming

- A. Conduct staff interviews for administrative office space, control room, operations, locker rooms/shower facilities, storage, scada, and workshop space requirements.
- B. Create existing as-built drawings: Draft the existing structure using drawings provided by Owner of original construction; measure the areas where known modifications have occurred and verify dimensions from original drawing with actual structure; reconcile differences.
- C. Review the existing comprehensive plan for the Advance Wastewater Treatment Facility for any planned facility expansion criteria. Compare comprehensive plan with facility expansion criteria. Engage Dave Clark and Dan Harmon of HDR to obtain feedback.
- D. Generate a report for staff review of anticipated space needed.
- E. Finalize space needs assessment report and program incorporating any final comments and/or requirements in the feedback.

Mr. Jim Remitz  
 June 5, 2019  
 Page 2 of 3

### Phase 3: Design

- A. Utilize the report and program generated at the end of Phase 1 to begin developing Schematic Floor Plan(s) and present for discussion and selection.
- B. Conduct a thorough code analysis, ordinances, restrictions (area and height, etc.) and site constraints (setbacks, utilities, etc.).
- C. Revise the selected Schematic Floor Plan to address comments from initial design presentation. Create Schematic Building Elevation(s) for review, discussion, and decisions on the desired design direction.
- D. Upon approval of the Schematic Design, AW will further develop design selecting and incorporating materials and collecting material cut sheets to review with AWTF's Project Manager.
- E. Engage our consultants to begin design and incorporation of their systems with the architecture working through any design system conflicts.
- F. Present the Design Development Documents for review and discussion. These documents will incorporate the finalized materials selected previously and have the various systems developed.
- H. Upon receipt of a written authorization of approval of the Design Development Documents, our team will prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the approved design.
- I. AW will deliver the Construction Documents to AWTF for submittal to the City of Coeur d'Alene Building Department for permit and to solicit bids from General Contractors.

### Scope of Services Proposal:

This Scope of Services includes Architectural, Civil, Structural, Mechanical, and Electrical Engineering services from Building Assessment through Construction Documents.

Services not included: Hazardous Materials Survey, Geotechnical Investigation and Report, Site Survey, submittal for Building Permit, Bidding, Contract Negotiations, Construction Administration, and Project Closeout.

### Fee Schedule:

Architects West proposes to provide Phases 1, 2, & 3 services described above for a lump sum fee of \$168,000.00. The fee structure is as follows:

Phase 1: Existing Building Conditions Assessment (5%)	\$8,400
Phase 2: Space Needs Assessment/Programming (5%)	\$8,400
Phase 3: Design (90%)	\$151,200
Total Fee:	\$168,000

### Reimbursable Expenses:

These include actual expenditures made by the Architect and Consultants in the interest of the project, such as mileage and reprographics, and will be billed at cost plus 10%.

Mr. Jim Remitz  
June 5, 2019  
Page 3 of 3

Jim, this Proposal follows the format established in the Request for Proposal. Please contact me if you have any questions. If this proposal is acceptable, we will prepare a draft AIA Contract Document for your review and authorization.

Thank you for the opportunity to prepare this Scope of Services Proposal to the City of Coeur d'Alene. We look forward to a successful project.

Sincerely,

ARCHITECTS WEST, INC.



Ryan M. Johnson, AIA  
Project Architect



Scott P. Fischer, AIA  
Principal

RJ:kah

## **Administration Department**

### **Staff Report**

DATE: June 10, 2019  
FROM: Troy Tymesen, City Administrator  
SUBJECT: Leasing of the City owned parking lots and parking structure to the Coeur d'Alene Chamber of Commerce on the 4<sup>th</sup> of July

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#### **DECISION POINT:**

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

#### **HISTORY:**

In the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$9.00 per space. This is the same charge as last year.

It is anticipated that this lease will generate approximately \$10,400 to the City's parking fund. The Chamber is proposing to charge \$20.00 per car for parking on the 4<sup>th</sup> of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for over 20 traffic flaggers. This will be the eighth year of this partnership.

#### **FINANCIAL ANALYSIS:**

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. Income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. The Chamber anticipates that the 4<sup>th</sup> of July event parking gross income should be approximately \$12,000.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking facilities: McEuen, Museum, Memorial Field and the new shared used parking lot, Independence Point, as well as the upper Library lot, the paved lot south of City Hall and the Coeur d'Alene Avenue Parking Garage. The Police Department will be at Independence Point with the mobile command center.

#### **PERFORMANCE ANALYSIS:**

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

#### **DECISION POINT:**

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



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

June 18, 2019

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

RE: 4<sup>th</sup> of July Parking Lot Lease Agreement

Dear Mr. Wilson:

Pursuant to City Council Resolution No. 19-020 approved on June 18, 2019, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed City parking lots for July 4, 2019:

- Paved lot south of City Hall
- Independence Point lot
- Museum lot
- Memorial Field Paved Lot
- New shared used parking lot with Kootenai County at Memorial Field
- Coeur d'Alene Public Library
- McEuen Park Parking Facility

The term of the lease shall be 24 hours, starting at midnight on July 3, 2019, and ending at midnight July 4, 2019.

The rental amount for the lease shall be \$9.00 per space payable to the City of Coeur d'Alene Parking Fund. Payment shall be made on or before July 31, 2019.

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

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

APPROVED:

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

By: \_\_\_\_\_  
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 5, 2019

**FROM:** Lee White, Chief of Police

**SUBJECT:** Purchase of Police Radios and Police Vehicles

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**Decision Point:** The Police Department requests authorization to make a sole source purchase of 20 Motorola portable radios and four mobile radios from Motorola Solutions, and also purchase two investigations vehicles.

**History:** The police department uses several different Motorola models of portable radio: The XTS 1500 and XTS 2500 and the APX 1000, 4000, and APX 6000. The Police Department has a total of 44 old radios that need to be replaced; this request is to replace 20 of those.

In the mid 2000's emergency services were required to move to a P25 compliance standard set forth by the Federal Government. The Coeur d'Alene Police Department purchased the XTS series radios in 2008. The XTS 1500 radios are old, suffer from transmission strength issues, and cannot be encrypted so they do not get all of our channels. The APX 1000 radios suffer from strength and encryption issues in addition to not being user friendly.

We have replaced some of our radios through the regular budget process and purchased many through grant opportunities. However, we are at a point now where no additional grants are available and we need to replace this vital piece of police safety equipment. This request for twenty radios will still leave us with twelve sworn members and twelve support staff with old equipment. The Police Department will budget for twelve of those radios in the upcoming fiscal year.

In addition to the portable radios, we also have four vehicles that do not have a police radio. Although we have attempted to move radios out of one vehicle and into another, over time this has left us with some old, unusable equipment and vehicles without radios.

The request for a sole source purchase under Idaho Code § 67-2808 is based on the following: The Coeur d'Alene Police Department utilizes the Kootenai County Communications Center for radio communications. The trunking system we utilize is administered by Kootenai County employees. All equipment in use is optimized for Motorola radios. Department personnel have used Motorola equipment for years, have confidence in their products, and personnel have been trained in the maintenance, programming, and encryption of Motorola radios. Changing to a different radio system would mean additional expense in training our personnel to maintain the same level of support. Currently employees of Kootenai County assigned to communications can assist us with technological issues that are greater than what we can handle, but they can do

so only with Motorola products. They do not have the same familiarity with other radios and cannot guarantee all features will work with other manufacturer radios. Finally, changing to a different radio manufacturer will also result in additional costs, including new digital encryption tools (usually in the thousands of dollars to replace), OTAP (Over the Air Programming) servers, programming software, and hardware including cables, connectors, and other equipment to maintain connectivity with Kootenai County's system. Additional gateways may also be needed to connect to the system if another manufacture were to be chosen. The gateways would need to be authorized by the 9-1-1 Advisory Board along with any other hardware that needs to be attached to the system. These considerations are paramount in the Department's decision to purchase replacement radios. Motorola Solutions sets the price for all Motorola radios and licenses local agents to complete sales. These Motorola radios are not available from any other vendor. Legal has verified that these reasons justify a sole source purchase from Motorola Solutions.

Separately, the Police Department requests permission to purchase two vehicles. Several unmarked vehicles in our fleet have very high mileage and are in varying states of disrepair and mechanical failure. This request is to replace two investigations vehicles; one has over 175,000 miles and is in poor shape mechanically and the other is an old patrol vehicle with 123,500 miles and major mechanical issues.

**Financial Analysis:** The cost for one APX 6000 is \$4839.45; replacing twenty (20) radios will cost \$96,789. The cost of the new radios includes factory programming, encryption capabilities, and accessories such as batteries, chargers, and microphones that are needed to place the radios into service. The Department will also need two "bank" battery chargers at a cost of \$1004 each. The cost of four (4) mobile radios is approximately \$18,000.

The total cost for the radio proposal is \$116,797.

Current quotes have the price of vehicles suitable for our needs at approximately \$42,500 each including police radio (separate from the request above), emergency lighting, and other emergency equipment. We will attempt to purchase at least one of the vehicles from the state contract, however dealerships have been unable to guarantee that the vehicle would arrive during the current FY as state bid vehicles take about twelve weeks to purchase.

The total cost for the vehicle proposal is \$85,000.

It is anticipated that the Police Department will have adequate funds in the current budget to cover the expected total of \$201,797 for this request due to savings from vacant positions.

**Decision Point:** The Police Department requests authorization to make a sole source purchase of 20 Motorola portable radios and four mobile radios from Motorola Solutions, and also purchase two investigations vehicles.

OTHER BUSINESS



## STAFF REPORT

**Date:** June 18, 2019  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Memorial Grandstands Agreement of Financing

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### **DECISION POINT:**

Should Council authorize the Financing agreement with Ignite CDA for the remodel of the Memorial Grandstands in the amount of \$1,093,487.

### **HISTORY:**

On May 21, 2019 City Council approved the agreement with Walker Construction for the remodel of the Grandstands and our partnership with Ignite and North Idaho College.

### **FINANCIAL ANALYSIS:**

The Grandstands construction cost is \$1,253,003. City Council approved that the shortfall in funding would come from the Parks Capital Improvement Fund.

### **PERFORMANCE ANALYSIS:**

The funding from ignite will not be available as of July 1, 2019 due to new law regarding how those funds can be used. In order to make the budget for Grandstand on May 21, 2019 Council authorized staff to remove the interior aspects of the Grandstands i.e. restrooms and locker rooms and phase those elements in the brick restroom in City Park. This phasing gives us more time to budget for the restroom/locker room construction. These elements would be budget in next year's fiscal budget pending approval.

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

Authorize the Financing agreement with Ignite CDA for the remodel of the Memorial Grandstands in the amount of \$1,093,487.

RESOLUTION NO. 19-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT FOR FINANCING OF CONSTRUCTION FOR PUBLIC IMPROVEMENTS TO THE MEMORIAL FIELD GRANDSTAND WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY d/b/a IGNITE CDA.

WHEREAS, the Parks & Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Financing of Construction with ignite cda for public improvements to the Memorial Field Grandstand in the amount of one million ninety-three thousand four hundred eighty-seven dollars and no/100's (\$1,093,487.00), pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Financing of Construction with ignite cda for public improvements to the Memorial Field Grandstand in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18<sup>th</sup> day of June, 2019.

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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 EVANS Voted \_\_\_\_\_

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

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

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

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

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

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

## **AGREEMENT FOR FINANCING OF CONSTRUCTION Memorial Field Grandstand: Coeur D'Alene, Idaho**

This Agreement, entered into and effective as of the 18<sup>th</sup> day of June, 2019, is made and entered into between the **Coeur d'Alene Urban Renewal Agency d/b/a ignite cda** (the "Agency") and the **City of Coeur d'Alene, Idaho** (the "City") relating to the financing and construction of certain public improvements to the Memorial Field Grandstand, located in Coeur d'Alene, Idaho (the "**Project**"). The City and the Agency are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended (the "**Law**") and the Local Economic Development Act, Title 50, Chapter 29, as amended (the "**Act**") as a duly created and existing urban renewal agency for the City; and

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the "**State**"); and

WHEREAS, the City Council of the City adopted its Ordinance No. 2842 on December 16, 1997, approving the Lake District Urban Renewal Plan; and

WHEREAS, pursuant to the Act, the Law and Plan, the Agency is authorized to carry out the purposes and various projects under the Plan and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property more commonly known as Memorial Field, located in Coeur d'Alene, Idaho (the "**Project Site**") and intends to restore and improve portions of the Grandstand located at the Project Site; and

WHEREAS, the Agency has previously contributed certain funds of the Agency for the design stages of the Project;

WHEREAS, the Agency agreed, in accordance with its Plan, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of assisting in the financing of this Project.

NOW THEREFORE, it is agreed as follows:

**I. Effective Date**

The effective date of this Agreement shall be the date when this Agreement has been signed by both the City and the Agency, and shall continue until the Project is complete.

**II. Financing of the Project**

The Agency has agreed to contribute the amount of One Million Ninety-three Thousand Four Hundred Eighty-seven and No/100 Dollars (\$1,093,487.00) (the “**Agency Contribution**”) for the Project (the “**Construction Costs**”), with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the Lake District, provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution in fiscal years 2019 and 2020. The Agency, through its Executive Director, shall approve any and all construction draw requests made of the City submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to disbursement of any funds pursuant to such draw request.

**III. Antidiscrimination**

The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

**IV. Insurance**

City shall, or through its general contractor shall, at its sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency to insure Agency’s interest in the Project:

- (a) Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, in an amount not less than \$2,000,000 each person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), independent contractor liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) The City shall ensure its general contractor, contractors, subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage and in an amount not less than \$1,000,000 each person for personal injury and advertising injury. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of Agency, or its assigns.

(c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over City's employees, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

(d) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of Agency, or its assigns.

(e) A builder's risk, "all-risk" or equivalent policy completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief, and shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of City, Agency, the general contractor, contractors, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name Agency, or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of Agency, or its assigns.

(f) Insurance against loss or damage to the Project and improvements by fire and any and all risks covered by insurance of the type known as of the date hereof as "special form coverage," including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as

determined from time to time by Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(g) All insurance policies provided by City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency, and shall be endorsed to evidence this waiver. City hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of City's performance under this Agreement or construction of the Project.

(h) All policies shall be in form and substance acceptable to Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by City to Agency. Prior to the commencement of any construction of the Project, City shall provide Agency a copy of each policy required under this Agreement or a certificate of each policy, at Agency's option, and City shall provide a copy of all executed endorsements required under this Agreement. At Agency's request, City shall provide a certified copy of each policy required under this Agreement. If any policy requires deductibles, City shall pay the cost of such deductibles.

(i) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Key Rating Guide" and qualified to do business in the State of Idaho.

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under and satisfies all applicable requirements of the laws of the State of Idaho and the Agency is named as an additional insured.

## **V. Damage and Destruction; Condemnation**

In the event that the Grandstand, or any part thereof, is damaged or destroyed, or title to the Grandstand, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Grandstand to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Grandstand is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the

Agency Contribution. In the event of a partial taking or partial destruction of the Grandstand, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Grandstand to the extent such Grandstand has been destroyed, or to replace the portion of the Grandstand taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Grandstand components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

## **VI. Use of the Project**

The Grandstand shall at all times remain open to and used by the public, except during times designated for maintenance and repairs, provided that North Idaho College shall have the right to reserve the Grandstand for college events.

## **VII. Default**

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the nondefaulting Party may do the following:

- (a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- (b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
- (c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

## **VIII. Indemnification**

City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees or from the active negligence or willful act of the Agency



resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees by reason of any such claim, City, upon written notice from the Agency, shall, at City's expense, resist or defend such action or proceeding by counsel selected by City or City's insurance carrier.

**IX. Access to Reports**

All Parties agree to provide all information regarding the Project to all other Parties upon reasonable request to the appropriate Authorized Representative as designated under Section XVII.

**X. Captions and Headings**

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

**XI. No Joint Venture or Partnership**

The Agency and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and City a joint venture or partners.

**XII. Assignment**

The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

**XIII. Notice and Receipt**

(a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City: City Clerk  
City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814

If to Agency: Ignite Cda Executive Director  
105 N. 1st Street, Suite 100  
Coeur d'Alene, Idaho 83814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) Receipt. For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
  - (a) the date of the attempted delivery or refusal to accept delivery,
  - (b) the date of the postmark on the return receipt, or
  - (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

#### **XIV. Authorized Representative**

The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Bill Greenwood, its Parks & Recreation Director as its Authorized Representative.

#### **XV. Applicable Law/Attorney Fees**

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

#### **XVI. Entire Agreement**

This Agreement constitutes the entire understanding and agreement of the Parties.

#### **XVII. Parties in Interest**

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

**XVIII. Severability**

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

**XIX. Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

COEUR D’ALENE URBAN RENEWAL  
AGENCY D/B/A IGNITE CDA

By \_\_\_\_\_  
Tony Berns, Executive Director

DATED this 18<sup>th</sup> day of June, 2019.

CITY OF COEUR D’ALENE, IDAHO

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

ATTEST

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

SIGNATURE PAGE TO AGREEMENT FOR FINANCING IMPROVEMENTS

## CITY COUNCIL STAFF REPORT

**DATE:** June 18<sup>th</sup>, 2019  
**FROM:** Hilary Anderson, Community Planning Director, and Sean Holm, Senior Planner  
**SUBJECT:** **Approval of Agreement with MIG for the Envision Coeur d'Alene Project**

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### **DECISION POINT:**

The City Council is being requested to approve the Agreement with MIG (consultant) for the Envision Coeur d'Alene Project related to updating the 2007 Comprehensive Plan (adopted by Resolution 08-005), Community Vision Statement, and Strategies and Implementation Plan (adopted by Resolution 14-024).

*NOTE: The Planning Department will allocate \$50,000 from the current fiscal year budget, as currently authorized, to begin the project. Staff will request the remaining funds for the project with the upcoming fiscal year as outlined in the agreement.*

### **HISTORY:**

The State of Idaho mandates communities to have a 20-year comprehensive plan and to review and update them every seven to ten years as needed. The City's 2007 Comprehensive Plan is due for an update to address newly mandated elements, along with changing demographics and conditions, and to establish new policies to guide the community as it grows over the next 20 years. The City Council and Planning Commission directed staff to update the Comprehensive Plan as a priority project as outlined in the Planning Department's Work Plan.

While consultant services have been used by the Planning Department to assist with aspects of the zoning code, economic development and special projects, the City of Coeur d'Alene has traditionally prepared and updated the Comprehensive Plan in-house. Using staff to write and update the document has served us well for many years, but new technologies are now available related to land use modeling, economic impact, and transportation analyses that cannot be done by city staff, and are necessary for a well-vetted and fiscally responsible 20-year guide for how our community will grow.

The City Council adopted the CDA 2030 Vision and Implementation Plan in 2014 (Resolution 14-024). These plans reflect community buy-in from thousands of community members and outline a vision for the future of Coeur d'Alene and 180 priority action items. One of the action items is to align the Vision and Implementation Plan with the City's Comprehensive Plan. The State requires comprehensive plans to include a vision and implementation plan, so the timing is ideal to merge the two into a complete document that can also continue to be used by the City as a strategic plan and by other lead partners in the community to achieve and implement community priorities.

Framework for the Comprehensive Plan update has already been initiated by staff to establish the top priorities. This includes several presentations and workshops with the Planning Commission, a joint workshop with the City Council and Planning Commission, and a workshop with city departments. The CDA 2030 Vision and Implementation Plan are also due for updates to ensure that they reflect community priorities.

The RFP process was authorized by the State of Idaho in 2017 (67-2806A) as an alternative to the competitive bidding process. This process was chosen as the vehicle to generate proposals for two reasons: It allowed staff to weigh the unique product features of each proposal and provides for procurement of an innovative solution via selection criteria scoring. This process was reviewed by the Legal Department throughout its progression to ensure staff was procuring this request legally and transparently.

Feedback from City officials on priorities for the plan and acknowledgement of new modeling technologies related to land use, economics, and transportation prompted the creation of a detailed Request for Proposals (RFP) for the Envision Coeur d'Alene project. Staff worked closely with the Legal Department, City Clerk, and CDA 2030 on the RFP and to form a selection committee. The selection committee reviewed and ranked the proposals and selected MIG as the preferred consultant for the project. MIG came to Coeur d'Alene for an in-person scoping meeting where the project framework was outlined and agreed upon. During the meeting to define the scope with city staff, MIG, Kittelson & Associates and community partners (CDA 2030 and KMPO), it was determined that additional analysis and attention to growth pressures, increased density requests, infill development, and traffic impacts must be addressed with this project. Based on the agreed-upon scope of work, MIG submitted a budget for review, which began the budget and negotiation process, culminating in this request for approval of the Agreement.

### **FINANCIAL ANALYSIS:**

The City Council authorized spending authority for the Comprehensive Plan update through the strategic planning process and approved budget for the Planning Department, which earmarked funds for fiscal year 2017/2018 and 2018/2019 with an anticipated cost of \$150,000 over three budget years. Due to rapid growth in the community and other priority projects, such as Atlas Waterfront and receiving technical assistance from Community Builders for the East Sherman Master Plan, staff was delayed in seeking consultant assistance for the Comprehensive Plan update. Due to this delay, the Planning Department has had some cost savings. In the FY 2017/2018 budget, there were \$27,000 savings. The current budget has some available funds for the project.

While staff initially estimated the cost for a consultant to assist with the project would be closer to \$150,000, it was quickly realized that this was not sufficient funding for the level of analysis needed for our community. Based on the priorities established by the City Council, Planning Commission, city staff, partner organizations, and community members, the updated plan needs to include modeling and analysis to address growth pressures, requests for density increases, and impacts to local roadways. The updated plan needs to be based on a thorough analysis and provide a clear guide for growth to ensure compatible infill development and preserve what makes Coeur d'Alene special.

Following identification of plan needs and primary responsibilities in a scoping meeting with MIG, Kittelson & Associates, CDA 2030, KMPO, and staff, the first round budget came in at **\$245,380**. Staff went to work with MIG to reduce the cost as much as possible (see note below), and after negotiations, a total cost of **\$215,984** was confirmed, reflecting a reduction of \$29,396 from the original cost estimate.

The Planning Department will allocate \$50,000 from the current fiscal year budget to the project to pay MIG to begin the first few phases of the project. Staff will be requesting **\$165,984** with the FY 20 budget to pay for the remaining amount of the project budget as outlined in the Agreement under item 6, Compensation.

- *NOTE: Staff has worked with MIG to identify ways to cost-save and streamline this project by identifying where city staff can collaborate with CDA 2030 to lead the local public engagement efforts, creating and coordinating of working groups, securing meeting locations, gathering regional documents coordinating with the County and neighboring cities on regional planning and infrastructure issues. Other cost savings were realized by reducing and consolidating the number of trips by the consultant team and by partnering with KMPO to assist with the traffic modeling.*

*The agreed upon cost is comparable to what other communities in our area are spending for comprehensive plan updates and transportation master plans. By addressing traffic in the Envision Coeur d'Alene project, is saving the city close to \$150,000.*

## PERFORMANCE ANALYSIS:

In an effort to meet the State of Idaho-mandated comprehensive planning requirements, efficiently use staff and volunteer resources, maximize community engagement, and realize a long-range community vision and implementation plan, **Envision Coeur d'Alene** was created. This project is collaboration between the City of Coeur d'Alene and CDA 2030, using PublicInput.com for online community engagement and our selected consultant team led by MIG to realize a multi-year, multi-phase goal of updating the aforementioned plans.



- ***Who is MIG?*** MIG, Inc. is a multidisciplinary firm that offers a full range of services, including comprehensive planning, community design, landscape architecture, community-based planning and community outreach and engagement.

### Project Highlights:

Without diving into the minor details, highlights of the project will include:

- **Land Use:** Land use drives the economy and directly impacts traffic. It is essential to the long-term viability of our city to appropriately guide land uses as the city continues to grow. Commercial, service, civic, residential, manufacturing, and the mix of these play a role in this effort to decide how the city will grow. MIG will produce multiple land use scenarios showing what happens with different levels of density and use. This element will provide options for growth based on the needs and desires of policy/decision makers, stakeholders, citizens, and city staff.
  - ✓ *Performed by MIG, Inc.*
- **Transportation:** Traffic is quickly becoming a major issue in our city. The City of Coeur d'Alene's last transportation master plan was approved by the City Council on October 17, 1989 (Ordinance 2242). While this effort will not produce a transportation master plan, which could easily double the cost of this effort, it is imperative to understand the relational characteristics with any land use changes that may be identified. KMPO has offered to help with this effort by providing much needed data and analysis of the region to help minimize the cost. This effort will identify potential traffic ramifications associated with long-term development and provide strategies to mitigate impacts.
  - ✓ *Performed by Kittelson Associates, Inc. –a MIG subconsultant*
- **Economy (currently not addressed in the 2007 Comprehensive Plan):** An economic market analysis of existing conditions with proposed maps and language identifying opportunities for industry clusters using location quotients to define our role in the region. The ultimate goal for this piece is to identify opportunities to boost our competitive edge and increase prospects for living wage jobs (median level or above).
  - ✓ *Performed by Bridge Economic Development, LLC –a MIG subconsultant*

### Timeline:

The Envision Coeur d'Alene effort is expected to be completed by the end of December 2020. This is an extensive multi-disciplinary project involving all facets of our community. City staff will work closely with CDA 2030 and MIG will make every effort to keep this project on-time and within budget.

## DECISION POINT/RECOMMENDATION:

Staff recommends City Council approval of the Agreement with MIG for the Envision Coeur d'Alene project.

RESOLUTION NO. 19-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH MIG, INC. FOR THE ENVISION COEUR D'ALENE PROJECT RELATED TO UPDATING THE 2007 COMPREHENSIVE PLAN, COMMUNITY VISION STATEMENT, AND STRATEGIES AND IMPLEMENTATION PLAN..

WHEREAS, the Planning Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Professional Services with MIG, INC., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Professional Consulting Services with MIG, INC. for the Envision Coeur d'Alene project related to updating the 2007 Comprehensive Plan, Community Vision Statement, and Strategies and Implementation Plan, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18<sup>th</sup> day of June, 2019.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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



AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, made and dated this 18<sup>th</sup> day of June, 2019, by and between the City of Coeur d’Alene, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the “CITY,” and MIG, Inc., a corporation organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as the “CONSULTANT.”

1. Scope of Services: The CONSULTANT shall perform all services, and comply in all respects, as specified in Draft Scope of Work, dated May 2, 2019, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

2. Time of Performance: The initial term of this Agreement shall commence \_\_\_\_\_, 2019, and shall continue until \_\_\_\_\_, 20\_\_\_. The time of completion may be extended in a writing signed by both parties.

3. Indemnification and Insurance:

A. The CONSULTANT shall indemnify and save and hold harmless the CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the CONSULTANT, its subconsultants, servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the CITY or its employees. In addition, the CONSULTANT, shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, at its sole cost, liability insurance, including professional liability insurance, in which the CITY shall be named an additional insured, where allowed, in the amount of at least Five Hundred Thousand dollars (\$500,000.00), as specified in the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the CITY; and if the CITY becomes liable for an amount in excess of the insurance limits, herein provided, the CONSULTANT, covenants and agrees to indemnify and same and hold harmless the CITY from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The CONSULTANT shall provide the CITY with a Certificate of Insurance, or other proof of insurance evidencing the CONSULTANT’S compliance with the requirements of this paragraph and file such proof of insurance with the CITY. In the event the insurance minimums are changed, the CONSULTANT shall immediately submit proof of compliance with the changed limits

B. The CONSULTANT shall also, at its own cost, maintain Errors and Omissions insurance, covering potential claims arising from the CONSULTANT'S provision of professional advice or services to the CITY pursuant to the terms of this Agreement. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00).

4. Worker's Compensation Insurance: The CONSULTANT agrees to maintain Worker's Compensation coverage on all employees, including employees of its subcontractors, during the term of this Agreement as required by Idaho Code §§ 72-101 through 72-806. Should the CONSULTANT fail to maintain such insurance during the entire term hereof, or fail to require that its subcontractors maintain required insurance, 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.

5. Independent Contractor: In all matters pertaining to this Agreement, the CONSULTANT shall be acting as an independent contractor, and neither the CONSULTANT nor any officer, employee or agent of the CONSULTANT will be deemed an employee of the CITY. The selection and designation of the personnel of the CITY in the performance of this Agreement shall be made by the CITY.

6. Compensation: For performing the services specified in Section 1 herein, the CITY agrees to pay A SUM NOT TO EXCEED Two-hundred Fifteen Thousand Nine-hundred Eighty-four and No/100 Dollars (\$215,984.00), of which amount Fifty-thousand and No/100 Dollars (\$50,000.00) has been approved by City Council and the remainder is subject to approval, in whole or in part, by City Council at a future date. Services and requests for payment in excess of Fifty-thousand and No/100 Dollars (\$50,000.00) shall not be accepted until City Council approval and shall be subject to the actual amount approved by City Council. The Planning Department agrees to request full funding from the City Council for the next fiscal year.

7. Method of Payment: Partial payments shall be made on or before the third Tuesday of each calendar month based on a duly certified estimate of the work completed in the previous calendar month, provided that the certified estimate is received by the first of the month. Final payment under this Agreement shall be made within thirty (30) days after completion of all work and acceptance by the City Council. Invoices shall be provided to the designated representative of the CITY's Planning Department, 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, who shall approve payment and forward the invoice to the City Clerk for inclusion in the City Council packet for the first Tuesday of the month.

Each interim invoice shall contain an itemization of the time worked by each employee and the materials used during the period covered by the invoice. The interim invoice shall also state the percentage of completion for each task.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

The CITY:  
City of Coeur d'Alene  
Attn. City Clerk  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814

CONSULTANT:  
CONSULTANT'S ADDRESS

A party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

11. Assignment: It is expressly agreed and understood by the parties hereto, that the CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the CITY. Further, CONSULTANT shall obtain the written consent of the City prior to substituting key personnel or subconsultants.

12. Discrimination Prohibited:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation and/or gender identity/expression, 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.

13. Reports and Information: At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

14. Publication, Reproduction and Use of Material: 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 and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws: In performing the scope of services required hereunder, the CONSULTANT shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

16. Changes in Scope of Work: The CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

17. Termination for Cause: If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon 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 fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies,

surveys, drawings, models, photographs and reports 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 work satisfactorily complete hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purposes of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined. This provision shall survive the termination of this Agreement and shall not relieve the CONSULTANT of its liability to the CITY for damages, provided that the amount of such damages shall not exceed the total compensation provided for in Section 6 of this Agreement.

18. Termination for Convenience of the CITY: The CITY may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the CONSULTANT. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for the work performed to the date of termination.

19. Mediation: Any dispute arising out of this Agreement shall be subject to mediation prior to institution of a legal action. The parties shall jointly select a neutral mediator. If the parties cannot agree on a mediator, either party may request a judge of the First Judicial District of the State of Idaho, in and for the County of Kootenai to select the mediator. The parties shall be required to participate in mediation in good faith and the fee of the mediator shall be shared equally by the party. Each party shall otherwise be responsible for its own costs with respect to the mediation.

20. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Entire Agreement: This Agreement, and exhibits attached hereto, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Amendment: The terms of this Agreement may be amended only by a writing signed by both parties.

23. Applicable Law: This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of Idaho.

24. Venue: Venue for any litigation to enforce or interpret this Agreement shall be in the district court of the First Judicial District of the State of Idaho, in and for the County of Kootenai.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date first above written.

CITY OF COEUR D'ALENE

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

ATTEST:

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

MIG, INC.

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its \_\_\_\_\_

# Envision CDA

## DRAFT SCOPE OF WORK

MIG and its subconsultants (Consultant) have been retained to assist the City of Coeur d'Alene, Idaho (Client), in collaboration with local nonprofit CDA 2030, Inc. to update the City's State-mandated comprehensive plan (Project), creating a consolidated comprehensive plan and CDA 2030 Implementation Plan. The joint project, known as Envision Coeur d'Alene, will generate a single document that includes the Comprehensive Plan as the foundational document and incorporating the CDA Implementation Plan as the implementation strategy.

Expected deliverables from Consultant are listed after each task.

### Assumptions for Meetings and Deliverables:

- Consultant assumes that for all deliverables, unless noted in the task, the Client will provide a single set of non-contradictory comments on draft deliverables.
- Client or CDA2030 to complete graphics (templates, logos, color scheme)
- Consultant assumes two rounds of revisions for major deliverables.
- Consultant assumes that the Client will be responsible for securing meeting locations and other logistics related to public events.
- Client will be responsible distributing media, advertising, and other means to publicize public events that is produced by the Consultant.

## Phase 0: Project Management and Team Oversight

### Task 0.1: Project Management/Team Oversight

Consultant will provide overall team coordination and project management for the duration of the contract. The Consultant will coordinate with the Client on general logistics, planning and deliverables, public events. This task includes regular oversight of the statement of work, project team coordination, subconsultant management and coordination, budget management and QA/QC monitoring, as well as ad hoc voice, e-mail and fax communications.

### Task 0.2: Team Meetings/Coordination calls

The Consultant will coordinate with the Client to schedule and facilitate bi-weekly project management team coordination meetings or conference calls focused on moving tasks forward and addressing project issues as they arise. Consultant will provide a brief e-mail summary of the coordination meeting, documenting project decisions and next steps, as applicable, to the Client. Consultant assumes that coordination meetings will be primarily by

phone, but could also include internal work sessions with city staff or stakeholders, in addition to covering general project issues. Consultant team staff in attendance will be primarily the Consultant PM with Consultant Team members taking part in the calls or meetings as needed to complete their tasks and coordinate with Client staff. Consultant will establish and maintain a file sharing/project coordination tool such as Basecamp, Google Drive or similar system to manage deliverables and project information.

***Consultant Deliverables for Phase 0:***

- Overall project management, staff coordination QA/QC monitoring
- Coordinate and facilitate team meeting or coordination calls

**PHASE 1: PROJECT ANALYSIS AND FRAMEWORK**

**Task 1.1: Pre Kickoff Coordination**

Prior to the in-person project chartering and kickoff, Consultant will coordinate with the Client project manager to develop an agenda for meeting window #1. Client will identify participants for the following focus groups:

- Developers and landowners.
- CAC participants, including community partners to engage to understand how best to reach communities of color, at-risk populations, families, and others that may not typically part of this process.
- Subgroup committees focusing on the following six thematic areas: community and identity; education and learning; environment and recreation; growth and development; health and safety, and; jobs and economy).

Consultant will provide guidance on the ideal size and composition of the CAC and focus groups. Consultant will provide draft agendas for the Project Charting, CAC, Subgroup and Project Kickoff for Meeting Window #1 (Task 1.2).

***Consultant Deliverables for Task 1.1***

- Agenda for meeting and summary of results

**Task 1.2: Project Chartering and Kickoff (Meeting Window #1)**

Consultant will facilitate an approximately ½ day kickoff meeting to identify measures of success, the draft scope of work, budget and schedule for the overall effort and advancing thoughts about key elements, task dependencies and completion of the project. This will include discussion of how the City's comprehensive plan and CDA 2030's Vision and Implementation Plan are integrated into a single document. Consultant assumes the format of the document will include an updated comprehensive plan, with the implementation plan consisting primarily of the CDA 2030 Implementation Plan matrix.



***Consultant Deliverables for Phase 1.2:***

- Agenda for meeting;
- Schedule for meeting window;
- Summary of results;

**Task 1.3: Community Partner Chartering (Meeting Window #1)**

During Meeting Window #1, Consultant, Client and CDA 2030, will meet with community organizations related to the six thematic areas identified in Task 1.1 to identify potential vision elements, opportunities and constraints and the best ways to partner with and engage hard to reach populations. Client will contact and organize the subgroup attendees. Chartering sessions could include City and CDA 2030 leadership to understand points of agreement/disagreement prior to beginning the Comprehensive Planning process.

Client will contact the Coeur d'Alene Tribe to identify what process and outreach methods are most effective for the Tribe to take part in the process. These discussions will determine how the Tribe would like to be engaged, the format, and number of times in the process they will engage, as well as the location of meetings.

Consultant will facilitate the meetings and Client will provide a summary of input. Client, with input from the Consultant, will identify representatives from each subgroup to take part in a Community Advisory Committee for the project, expected to meet quarterly (approximate). Consultant assumes meeting window #1 is two days. The results of these chartering meeting(s) will be incorporated into Task 1.4.

***Consultant Deliverables for Phase 1.3:***

- Agenda(s) and facilitation;

**Task 1.4: Draft and Final Public Involvement Plan**

Consultant will develop a public involvement plan (PIP) that identifies the tools, techniques and anticipated timing for major events and public meetings during the project. The PIP will incorporate the existing Envision Coeur d'Alene branding. The PIP will include guidance and assign outreach leads for major elements of the project, including:

- Consultant will coordinate with the Client and CDA 2030 to identify existing events within the city to partner with for outreach events. Client will provide a master list of events it believes are appropriate for Project outreach. Consultant will provide recommendations for the types of materials and activities for each event, as applicable;
- Consultant will develop a project FAQ that describes the collaboration between the City and CDA 2030, in coordination with the Client and CDA 2030. Consultant assumes that branding, logo and tagline development will be completed by the Client and/or CDA 2030.

- Consultant will coordinate with the Client on the use of PublicInput.com.
- Consultant will provide surveys and other online information in a form that is compatible with the PublicInput.com platform. Consultant will develop online survey tools.

Consultant and Client will coordinate to establish a community advisory committee (CAC) to provide guidance to the project and connections to the community organizations, residents, and businesses in Coeur d'Alene. This group will meet approximately every quarter throughout the project with the schedule and key milestones to be defined in the public involvement plan. The composition of the CAC will incorporate representatives from the six thematic subgroup areas. Consultant assumes that the CAC and subgroup meetings will occur during the same meeting window to minimize travel costs.

Consultant and Client will review the Public Involvement Plan at major milestones to revise outreach activities within the confines of the budget.

***Consultant Deliverables for Phase 1.4:***

- Draft and Final Public Involvement Plan

**Task 1.5: Market Analysis and Stakeholder Meetings**

Consultant will complete a market analysis to understand the city and regional economy and its challenges to determine what traded-sector industry opportunities align with the culture of Coeur d'Alene and provide family-wage jobs with upward mobility opportunities at estimated Median Income levels or above. The analysis will define the city's existing assets shaping the economic base as well as potential opportunities tied to the broader region. Consultant will use EMSI and publicly available data including BLS, Census and American Community Survey and well as existing economic development reports to evaluate the economic development opportunities for Coeur d'Alene.

Consultant will coordinate with the Client to facilitate up to four roundtable interviews. Roundtable attendees are technical experts or community leaders that will provide input on the strategy during one meeting. Meetings will focus on following topics that will be finalized with staff: business industry, workforce/ED partners, city staff/ infrastructure, downtown/Main Street. Consultant will provide guidance on the structure of the roundtable interviews, the format of the interviews, number of people in each interview session, how much time would be needed for the roundtable interviews, and desired room setup.

***Consultant Deliverables for Phase 1.5:***

- Draft and final market analysis;
- Up to four roundtable interviews

**Task 1.6: Existing Conditions Memorandum**

Consultant will prepare a brief 10 to 15 page memorandum evaluating the existing

Comprehensive Plan and CDA 2030 Vision and Implementation Plan to identify strengths and weaknesses with the aim of assessing the level of modification necessary to the Comprehensive Plan and the CDA 2030 Vision and Implementation Plan. The Client will provide the relevant documents for review. Consultant will provide, in matrix format, an analysis of the existing Comprehensive Plan Sections, recommendations for the section (for future tasks), and assumed responsible party. This assessment should include consideration of the processes for updating and removing items from the CDA 2030 Implementation Plan.

As part of the existing conditions memorandum, Consultant will develop maps and brief summaries and/or tabular data to characterize the existing conditions within Coeur d'Alene. Client will provide GIS data, as available, to complete the task. Consultant will complete the following analysis:

- Demographics, using information generated in the market analysis for the Market Analysis completed in Task 1.5). No additional demographic analysis is assumed to be completed;
- Existing land use information for existing City Limits and the Area of City Impact (ACI), as available, that includes:
  - Vacant and developed parcels;
  - Existing land uses;
  - Parcel size;
  - Redevelopable land based on land to improvement value calculations;
  - Natural resources, parks and open spaces;
  - Topography and environmental constraints;
- Transportation network, including the KMPO Metropolitan Transportation Plan, Public Transportation Plan, and Non-Motorized Transportation Plan, and Coeur d'Alene's 2017 Trails and Bikeways Master Plan (see Task 1.6.1).

#### ***Task 1.6.1      Transportation Baseline Analysis***

Consultant will complete a Transportation Baseline Analysis using existing GIS data provided from the Client, ITD, KMPO and Citylink, including:

- Existing roadway network, traffic control devices (e.g. signals, stop control, pedestrian hybrid beacons), and posted speed of the roadways
- Existing bike facilities (i.e., lanes, paths)
- Existing pedestrian facilities (i.e., sidewalks, paths, crossings)
- Existing transit routes and stops

- Existing traffic volumes (including bicycle and pedestrian counts if available)
- Projected traffic volumes from the KMPO model for the current horizon year
- Planned infrastructure improvements from City, KMPO, ITD, and Citylink plans

Using the GIS data obtained from the agencies, Consultant will prepare transportation base maps of existing and planned infrastructure (up to 5 maps total). Consultant shall also prepare a brief memorandum that provides a summary of:

- Existing and historic traffic counts and base and horizon year travel demand model outputs from ITD, City, and KMPO;
- Existing and historic local mode split information from KMPO or US Census American Community Survey data;
- Existing and historic transit service and ridership information from Citylink;
- Transportation trends with respect to traffic volume growth/patterns and changes in mode split, and transit ridership.

***Consultant Deliverables for Phase 1.6:***

- Draft and final Existing Conditions Report, with maps

**Task 1.7: Community Advisory Committee 1/Subgroup Meetings (Meeting Window #2)**

Client will organize and Consultant will facilitate CAC #1 that will focus on reviewing conditions information, identifying potential vision elements, and key components of the place types to be developed in Task 1.8. As part of this meeting, the CAC and subgroups will identify unique places that already exist and the those that that have the greatest potential to transform the Coeur d'Alene landscape. Client will provide meeting summaries for the CAC within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings. One consultant team member will be present for the meetings.

***Consultant Deliverables for Phase 1.8:***

- Agenda(s) and facilitation;

**Task 1.8: Place Types**

Using information gathered in Task 1.7 and in consultation with the Client and CDA 2030, Consultant will develop preliminary place types that build upon the unique assets present in Coeur d'Alene. Place types will be used in future tasks to identify areas of growth, areas to protect and areas where change should occur.

***Consultant Deliverables for Phase 1.8:***

- Preliminary Place Types

## PHASE 2: VISIONING

### Task 2.1: Public Engagement Toolkit

Consultant will provide outreach tools as part of an outreach toolkit. The outreach toolkit will include substantive components needed the Client and CDA 2030 to conduct a pop-up or other outreach activities. Toolkits will include the following items:

- Pop-up event display boards and instructions;
- Agenda templates and sign-in sheets
- Up to ten copies of the Growing Better Places Game, with instructions;
- Up to three FAQ sheets;
- Instructions for providing feedback using PublicInput.com.

#### ***Consultant Deliverables for Phase 2.1:***

- Outreach toolkits

### Task 2.2: Community Kickoff and Vision (Meeting Window #3)

Consultant will coordinate with the Client to organize and facilitate an approximately two-hour public event that introduces the project and develops potential vision elements. The Client will identify the location of the event and be responsible for advertising. The Client shall provide snacks/light meal to attract attendees, if possible. Consultant will develop an agenda and meeting program to provide input on developing citywide scenarios to test in future tasks. Consultant assumes two consultant team members will be present for the meeting.

Consultant assumes that the community kickoff meeting will use the Growing Better Places game. Consultant assumes the game will be available and produced as part of Task 2.1, which can also be used for other events and as part of the outreach toolkit. Consultant will summarize meeting using PowerPoint.

#### ***Consultant Deliverables for Phase 2.2:***

- Coordination calls with Client to develop program
- Draft and agenda and facilitators guide
- Attendance and facilitation of the meeting
- Draft and final meeting summary (in PowerPoint)

### Task 2.3: Vision and Goals

Consultant will develop a brief memorandum that identifies vision, goals, and potential objectives that will be used to develop and evaluate scenarios created through the public process after the results of the public event and other events led by the City and CDA 2030 lead are complete for this phase of work.

***Consultant Deliverables for Phase 2.3:***

- Draft and final memorandum of vision, goals, and potential objectives (goals and objectives in matrix format)

**Task 2.4: Community Advisory Committee 2/Subgroup Meetings (Meeting Window #4)**

Client will organize and Consultant will facilitate CAC #2 that will review public input on Place Types, results of the mapping exercises and draft Vision, Goals and Objectives. Prior to this meeting, Consultant will assist the Client in facilitating subgroup discussions, as needed, the results of which will be incorporated into the CAC discussion. Client will provide meeting summaries of the CAC meeting within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings. One consultant team member will be present for the meetings.

***Consultant Deliverables for Phase 2.4:***

- Agenda(s) and meeting facilitation

**Task 2.5: Leadership Briefing**

Client will present the results of the project to date to the City Council, Planning Commission, and CDA 2030 Executive Committee. Consultant will call in via video conference during the meeting. Consultant assumes that City Council and Planning Commission will be a joint meeting to discuss openly about the project progress and how to best to move forward. Key outcomes will be agreement on the project vision and goals and next steps for the planning process.

***Consultant Deliverables for Phase 2.5:***

- Draft and final presentation materials
- Attendance via video conference

**PHASE 3: PLANNING AND MODELING**

**Task 3.1: Preliminary Scenario Planning**

Consultant will develop up to three concepts using input from Phases 1 and 2 that consider the input gathered and technical analysis completed during the project to date.

Consultant will use scenario planning software such as Urban Footprint, CommunityViz, or similar to develop the scenarios.

The fiscal and financial impacts of the scenarios will be analyzed with a focus on the demand for capital facilities and infrastructure as the key measurable differentiators between growth and development alternatives. Key policy choices or potential tradeoffs for each scenario concept will vary, but will likely to include jobs/housing balance, land use mix, conservation, community character/urban design, transportation, fiscal impacts, and access to services. The scenario planning will consider existing growth patterns (as information is available), including potential nodes of development within the ACI, including

areas with redevelopment potential such as aging and obsolete commercial strip centers.

Consultant will coordinate with KMPO to evaluate growth scenarios to determine potential impacts to the transportation network. Consultant will review the resulting travel demand model outputs and analysis provided by KMPO and provide a qualitative assessment of each scenario that includes:

- How well the scenario is supported by current transportation plans and where there may be deficiencies.
- Potential actions to address deficiencies identified in the above tasks or identified in the KMPO model's analysis.

Consultant assumes all model outputs and analyses will be used "as-is" and will not be post-processed. Consultant will perform spot checks of the model outputs at up to 15 locations to assess model performance. Consultant will provide a draft 10- to- 15 page memorandum that summarizes the results of the above analyses. Consultant will the memorandum based on comments from the Client.

This task will result in a series of plan view maps and data outputs, precedent imagery, and a summary of findings from the scenario modeling tool that will be vetted and refined as part of Task 3.3.

***Consultant Deliverables for Phase 3.1:***

- Up to three growth scenarios for the Coeur d'Alene ACI
- Transportation Analysis Memorandum
- Scenario Outputs with tabular data and a brief summary of findings

**Task 3.2: Economic Development Analysis**

Consultant will prepare an analysis that defines the community competitive assets for economic development and specific industry cluster opportunities related to the scenarios. Consultant will evaluate building permit trends and real estate conditions to provide grounded recommendations based on market realities regarding redevelopment opportunities that best foster economic development. The analysis will include specific goals and objectives to guide community efforts pertaining to economic development. This information will inform the scenario planning task pertaining to employment land needs, as well as amenities such as housing and retail necessary to retain and attract the talent essential to support business growth.

***Consultant Deliverables for Phase 3.2:***

- Draft and final economic development analysis

**Task 3.3: Community Priorities Workshop (Meeting Window 5)**

Consultant will develop and facilitate, in coordination with the Client, CDA 2030, and

community partners to vet potential Coeur d’Alene futures. Consultant and Client will present the potential scenarios and use on-demand polling or similar voting software to vet responses within the meeting. Consultant will provide the City and CDA 2030 with an online, interactive survey using PublicInput.com (which will host the project website). The outcome of this workshop and online survey will be input on the scenarios and policy considerations that will be refined into a preliminary future land use map.

The results of this meeting will be compiled into a PowerPoint of results that can be vetted with local neighborhood and business interests, landowners, CAC, and the City.

***Consultant Deliverables for Phase 3.3:***

- Meeting plan, agenda, and materials
- Draft and final meeting and online survey
- PowerPoint of workshop results
- Analysis of online survey results

**Task 3.4: Community Advisory Committee 3/Subgroup Meetings (Meeting Window 6)**

Client will organize and Consultant will facilitate CAC #3 and subgroups to provide input on the scenario analysis and results of the Community Priorities Workshop. The goal of this meeting is to vet the project results to date and develop a preliminary policy framework to be refined in future tasks. Client will provide meeting summaries for the CAC within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings.

***Consultant Deliverables for Phase 3.4:***

- Agenda(s) and facilitation;

**Task 3.5: Preliminary Policy and Implementation Framework**

Consultant will develop a preliminary policy/implementation framework that builds upon the SWOT analysis work completed in Phase 1 and that supports the preferred direction that has emerged from discussions on the land use scenarios and key policy choices. Consultant will use the seventeen elements mandated for consideration by the State of Idaho as the organizational structure for this task. Consultant will incorporate existing action items from the CDA 2030 Implementation Plan, as applicable.

Component (see State Statute 67-508)	Lead	Support	Data Sources
Property Rights	City	City to provide narrative related to this	N/A



Component (see State Statute 67-508)	Lead	Support	Data Sources
		requirement	
Population	City	Consultant	KMPO
School Facilities	School District	City, School District to provide narrative related this component	School District
Economic Development	Consultant	City, CDA 2030	EMSI, Existing Data Sources
Land Use	Consultant/City	CDA 2030	GIS (Land use and Zoning, topography etc. )and TAZ data, Scenario Modeling
Natural Resources	City	Consultant	GIS, Scenario Modeling
Hazardous Areas	City	Consultant	GIS, Scenario Modeling
Public Services, Facilities and Utilities	City	Consultant	Existing infrastructure plans, GIS (capacity analysis not assumed)
Transportation	Consultant/City	KMPO	GIS/KMPO Modeling Outputs
Recreation	Consultant	City	GIS, Existing Parks Plan
Special Areas or Sites	City	Consultant	City Data (should not be proprietary or confidential (archeological sites)
Housing	City	Consultant	GIS/Scenario modeling
Community Design	Consultant	City	Policy level direction only
Agriculture	County, City	Consultant	GIS/Scenario Modeling for impacts to agricultural uses
Implementation	Consultant	City/CDA 2030	N/A
National Interest Electric Transmission Corridors	City	City to provide narrative related this component	Existing Location information
Public Airport Facilities	County/City	City to provide narrative related this component	Airport Master Plan

Client will complete an internal review with City departments and, as applicable, incorporate the priorities of City Council and Planning Commission. Consultant assumes two rounds of revisions from City staff input and one round of revisions after Planning Commission and City Council review.

***Consultant Deliverables for Phase 3.5:***

- Preliminary policy/implementation framework
- Review and revisions (assuming three rounds of revisions, two from staff and one from Planning Commission and City Council)

**Task 3.6: Preliminary Preferred Future Land Use Map**

Consultant will develop a preliminary preferred Future Land Use Map and updated place types that reflects input from the community, CAC, and City Leadership. MIG will provide precedent imagery to illustrate major land uses Consultant will provide a brief memorandum describing community character, land use and urban design, and recreation access considerations for individual place types. Consultant assumes the memorandum and illustrations will be organized to be incorporated directly into the draft Comprehensive Plan.

***Consultant Deliverables for Phase 3.6:***

- Preliminary Preferred Future Land Use Map
- Community Character/Place Types Memorandum

**Task 3.7 Community Advisory Committee 4 (Meeting Window #6)**

Client will organize and Consultant will facilitate CAC #4/subgroup meetings that will review and refine the draft policy framework and future land use map. Client will provide meeting summaries for the CAC within one week of the meeting date. Consultant assumes that the Client will provide logistics for the meetings.

***Consultant Deliverables for Phase 3.7:***

- Agenda(s) and facilitation;

**Task 3.8: Leadership Briefing (Meeting Window #6)**

Consultant, with the Client, will present the results of the project to date to the City Council, Planning Commission, and CDA 2030 Executive Committee and to gather input on the progress to date, place type and scenario analysis, and public involvement. Consultant assumes the leadership briefings will occur on the same day or consecutive days to minimize travel. Consultant assumes the leadership briefing will occur on the same or consecutive days as Task 3.7 to minimize travel. Consultant assumes one team member from the Consultant will be present for the presentation(s).

***Consultant Deliverables for Phase 3.8:***

- Draft and final presentation materials
- Attendance and presentation on Leadership Briefing(s)

**PHASE 4: REFINEMENT****Task 4.1: Preliminary Plan Outline**

Consultant will coordinate with the Client and CDA 2030 staff to generate an annotated outline for the Citywide Plan that builds on the visioning, preliminary plan framework, and other interim directions established as part of the process. The outline will provide an overall snapshot of the Plan organization, document format (“mock-ups” of sample page layouts), and a list of proposed graphics. The outline will also establish how the contents of the previous work products and other important elements are integrated into the Comprehensive Plan document.

***Consultant Deliverables for Phase 4.1:***

- Draft and final annotated outline of the Citywide Plan

**Task 4.2: Administrative Draft Document**

Consultant will develop an Administrative Draft Plan, including charts, maps, figures. The Administrative Draft Plan will be in a Word-based text format with associated key graphics as an attached companion. The narrative will make references to clearly identified graphics that will be attached after the conclusion of the narrative. Consultant assumes two rounds of review. Upon completion of the editing process, Consultant will produce the document using InDesign, providing electronic versions to the City for review and submittal to the Planning Commission and City Council for review.

***Consultant Deliverables for Phase 4.2:***

- Draft and final Administrative Draft Citywide Plan

**Task 4.3: Executive Summary Document**

Consultant will develop a 6- to 8-page executive summary of the Plan for easy reproduction and distribution to community members and potential partners. Consultant will graphically design the executive summary and provide print ready files to the City. The Client will be responsible for producing copies of the summary documents. Consultant assumes two rounds of review.

***Consultant Deliverables for Phase 4.3:***

- Draft and final Executive Summary Document

**Task 4.4: Citywide Plan Open House**

After the Administrative Draft Plan is completed, consultant will coordinate with the Client to host an open house to provide the community an opportunity to discuss the draft Plan and

provide comments. This open house will include displays of the draft plan and interactive ways to identify priority elements and actions that should be highlighted in the prioritized list of actions. Consultant assumes that the Client will lead this task, including printing boards, with the Consultant providing materials design. Consultant assumes Client will staff this meeting. Consultant will not attend the meeting in person

***Consultant Deliverables for Phase 4.4:***

- Meeting plan and agenda
- Creation of up to 10 boards

**Task 4.5: Review, Approval, and Adoption Process**

Consultant, together with the Client CDA 2030 staff, and a member of the CAC, will jointly present the draft Citywide Plan to the Planning Commission for review. Consultant assumes that it will present at one meeting of the Planning Commission. Upon completion of the Planning Commission, Consultant, together with City and CDA 2030 staff, a member of the CAC, and the Planning Commission, will jointly present the draft Citywide Plan to the City Council. Consultant assumes that it will present at one City Council meeting. One Consultant team member will be present for both meetings

***Consultant Deliverables for Phase 4.5:***

- Creation of meeting presentation(s)
- Attendance (one consultant team member) at up to four Planning Commission/City Council hearings

**TASK 4.6: Final Plan**

Consultant will incorporate feedback gathered throughout the review and approval process into a final Plan document optimized for printing and posting online. Consultant assumes two rounds of review and printing to be completed by the Client. Consultant will provide print-ready and web versions of the plan.

***Consultant Deliverables for Phase 4.6:***

- Draft and final Plan (print and web-ready)

# Agreement with MIG, Inc. for the Envision Coeur d'Alene Project

*[An update to the Comprehensive Plan, Vision and Implementation Plan]*

Hilary Anderson, Community Planning Director  
Sean Holm, Senior Planner

Coeur d'Alene City Council | Tuesday, June 18, 2019



# Decision Point

- The City Council is being requested to approve the Agreement with MIG for the Envision Coeur d'Alene project.

*NOTE: \$50,000 from the current fiscal year budget will be allocated; staff will request the remaining funds for the project with the upcoming fiscal year as outlined in the contract*

# About Envision Coeur d'Alene

- Project of the City of Coeur d'Alene
- Collaboration with CDA 2030
- Update and align the Comprehensive Plan and CDA 2030 Vision and Implementation Plan
- Expected to be completed by the end of December 2020



# HISTORY

Current Documents and Project Timeline To-Date





# Current Documents

- 2007–2027 Comprehensive Plan (approved by *Resolution 08-005*, 2008)
- CDA 2030 Community Vision Statement, Strategies and Implementation Plan (adopted by *Resolution 14-024*, 2014)

# Project Timeline To-Date

- 2017–2018: Planning Department Work Plan directed staff to update the Comprehensive Plan
- 2017–2018: Update to project discussed in strategic budgetary planning
- November 28, 2017: Planning Commission workshop
- March 6, 2018: City department workshop
- May 8, 2018: Sam Wolkenhauer (IDOL) & Alivia Metts (The Metts Group/Emsi) presented to the City Council and Planning Commission on economics and demographics

# Project Timeline To-Date

Continued

- June 12, 2018: Representatives from NIC, Lewis-Clark, U of I, SD 271, and Charter presented to the Planning Commission on future education-related needs
- February 12, 2019: Request for Proposals (RFP) issued
- March 29: Six-member selection panel collectively scored MIG highest
  - Panel included Planning Commission Chairman Tom Messina and KMPO Executive Director Glenn Miles
- April 22: Representatives of MIG and Kittelson met with staff at City Hall

# Rankings

Generated by the six-member selection panel on March 29

Live Scorecard for Consultants						
Name of Consultant	Project Approach & Alignment	Qualifications & Experience	Quality of Proposal	Ability to Complete	References	GRAND TOTAL (600)
Consultant #1	176	131	106	54	48	515
Consultant #2	168	120	99	52	52	491
Consultant #3	139	109	92	45	43	428
Consultant #4	154	120	88	50	46	458

1 MIG  
2 Logan  
4 Orion  
3 Studio

# FINANCIAL ANALYSIS

Cost and Savings



# Cost

- Negotiated cost: \$215,984
  - **\$50,000** available in the FY19 budget to begin the project
  - Remaining amount (\$165,984) included in FY20 budget request

*Specifically noted in the Agreement on page 6 under Compensation*

# Savings

- Cost savings achieved by identifying staff-led tasks and collaborating with CDA 2030 and KMPO
  - Public engagement
  - Coordination of community working groups
  - Organizing community meetings
  - Coordinating with regional governments on regional planning and infrastructure issues (white paper will be developed and included in Comprehensive Plan)
- Additional cost savings realized by reducing and consolidating consultant trips

# PERFORMANCE ANALYSIS

Consultants and Scope





# Consultants

- Primary: **MIG, Inc.** (Portland, Oregon)
  - Multidisciplinary firm, full range of services
  - Prior work includes: Coeur d'Alene Parks and Recreation Master Plan, Education Corridor Master Plan
- Subconsultant: **Kittelson and Associates, Inc.** (Boise, Idaho)
  - Transportation
  - Prior work includes: Eagle, McCall, and Meridian, Idaho comprehensive plans

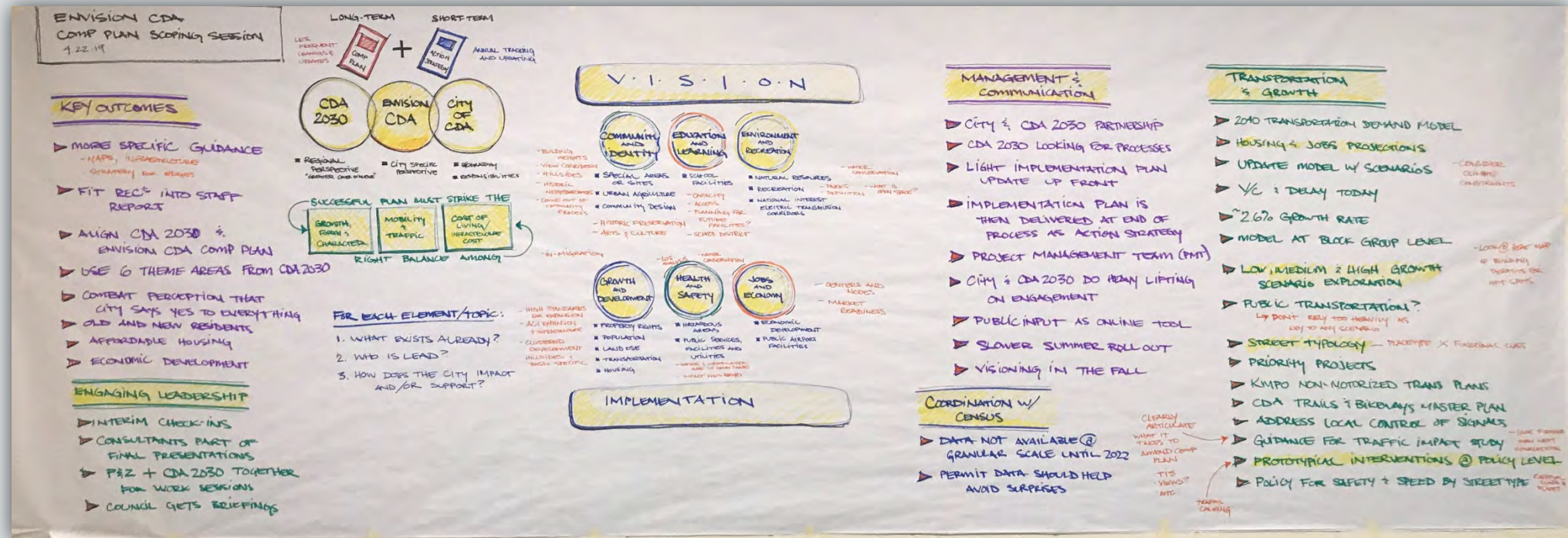
# Consultants

Continued

- Subconsultant: **Bridge Economic Development, LLC** (Portland, Oregon)
  - Market and Economic Analyses
  - Prior work includes: Ruidoso, New Mexico comprehensive plan economic development assessment

# "Wallgraphic"

Developed with MIG and Kittelson during their April 22 visit to City Hall



# Scope

- Five phases
  - 1) Project Management and Team Oversight
  - 2) Project Analysis and Framework
  - 3) Visioning
  - 4) Planning and Modeling
  - 5) Refinement

# Scope

Continued

- Major components
  - Economy
  - Transportation (in collaboration with KMPO)
  - Land Use

# Decision Point & Recommendation

- Staff recommends **approval** of the Agreement with MIG

RESOLUTION NO. 19-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT [A-1-19] WITH TED P. BURNSIDE AND TAMMI L. KERR, TRUSTEES UNDER THE BURNSIDE & KERR TRUST, (UDT), DATED THE 31ST OF MARCH, 2000, WITH AN ADDRESS OF 7725 N. RAMSEY ROAD, COEUR D' ALENE, ID 83814.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Ted P. Burnside and Tammi L. Kerr, 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 Ted P. Burnside and Tammi L. Kerr 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 18<sup>th</sup> day of June, 2019.

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

ATTEST:

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

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

**ROLL CALL:**

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

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

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

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

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

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

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



ANNEXATION AGREEMENT

A-1-19

THIS AGREEMENT, made and dated this 18<sup>th</sup> day of June, 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 *Ted P. Burnside and Tammi L. Kerr, Trustees under the Burnside & Kerr Trust, (UDT)*, dated the 31<sup>st</sup> of March, 2000, with an address of 7725 N. Ramsey Road, Coeur d' Alene, ID 83814, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

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, zoning for the Property. 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: A portion of the North Half of Tract 330 of the Amended Plat of Hayden Lake Irrigated Tracts, filed at Book B of Plats, Page 150, Records of Kootenai County, Idaho, located in Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

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 Code 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 sanitary sewer system for this development. The Owner will extend, at his own cost, the sanitary sewer system and further agrees to fully comply with all City policies for its wastewater system. Water shall be provided by the Hayden Lake Irrigation District.

3.2. Water rights: The owner is conveying all water rights associated with the Property to Hayden Lake Irrigation District.

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 that 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 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, 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. Prior to the completion of the annexation, the Owner must address any outstanding code violations for the existing structures onsite if they are to remain.

4.4. The Owner's apartments on the south border of the subject property shall be two story in height with setbacks of 20 feet from the property line with a tree buffer.

4.5. Owner agrees to pursue negotiations to obtain and construct a pedestrian path connecting the subject property and the property to the west to the school district property.

#### ARTICLE V: FEES

5.1. Consideration: The Owner agrees to provide specific consideration in the amount of Fifty Eight Thousand Five Hundred Dollars (\$58,500.00) 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 in the approved R-17 zone on the approved plat. 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 Property, including but not limited to public safety and other services. The Owners 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: On or before August 1, 2019 the Owner will pay the required annexation fees as set out in Paragraph 5.1. The Owner expressly agrees that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

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), 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. The 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 Owners. 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: The 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 the Owner, or their assigns or successors-in-interest of such portions of the Owner's Property as the City in its sole discretion decides.

6.2. The Owner to hold the City harmless: The Owner further agrees that he 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." The Owner further agrees to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the 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; Merger; Amendment: The Owner further agrees that this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing 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 pertain.

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 the Owner's heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

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 the 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 Ted Burnside has caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**TED P. BURNSIDE**

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

By: \_\_\_\_\_  
Ted Burnside, Trustee  
Burnside & Kerr Trust, (UDT),  
Dated the 31<sup>st</sup> of March, 2000

**ATTEST:**

**TAMMI L. KERR**

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

By: \_\_\_\_\_  
Tammi L. Kerr, Trustee  
Burnside & Kerr Trust, (UDT),  
Dated the 31<sup>st</sup> of March, 2000

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 18<sup>th</sup> day of June, 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 June, 2019, before me, a Notary Public, personally appeared **Ted P. Burnside and Tammi L. Kerr, Trustees for the Burnside & Kerr Trust (UDT) dated the 31<sup>st</sup> of March, 2000** and acknowledged to me that they had executed the foregoing instrument in their capacity as Trustees of the Burnside & Kerr Trust (UDT) dated the 31<sup>st</sup> day of March, 2000.

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

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

# EXHIBIT "A"

## Annexation Land Description

A portion of the North Half of Tract 330 of the Amended Plat of Hayden Lake Irrigated Tracts, filed at Book B of Plats, Page 150, Records of Kootenai County, Idaho, located in THE Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

**Commencing** at the Northeast Corner of said Section 27, being a 3.25 inch brass cap per CP&F Instrument Number 2145300000, Records of Kootenai County, Idaho, from which the North Quarter Corner of said Section 27 bears North 88°12'45" West 2614.15 feet; thence along the East line of said Section 27, South 01°11'21" West 660.97 feet; thence leaving said East line, North 88°48'39" West 50.00 feet to a point on the existing City of Coeur d'Alene Boundary and the westerly Right-of-Way of Ramsey Road, being a 5/8 inch rebar with yellow plastic cap marked "PLS 4182", and also being the **True Point of Beginning**;

thence along said City Boundary and said westerly Right-of-Way, South 01°11'21" West 331.57 feet to the northeast corner of Block 1 of the Plat of Provence Twenty, filed in Book K of Plats, Page 177, Records of Kootenai County, Idaho, said point also being a 5/8 inch rebar with yellow plastic cap marked "PLS 4565"

thence continuing along said City Boundary and along the North line of said Block 1 of the Plat of Provence Twenty, North 88°12'10" West 602.92 feet to the East line of the East Half of Tract 329 of said Amended Plat of Hayden Lake Irrigated Tracts, being a 5/8 inch rebar with yellow plastic cap marked "PLS 4565";

thence continuing along said City Boundary and along said East line of the East Half of Tract 329, North 01°09'09" East 330.84 feet to the common corner of Tracts 315, 316, 329, and 330 of said Amended Plat of Hayden Lake Irrigated Tracts;

thence continuing along said City Boundary and along the South line of the South half of said Tract 315, South 88°16'21" East 603.12 feet to the **True Point of Beginning**;

containing 4.58 acres of land, more or less.



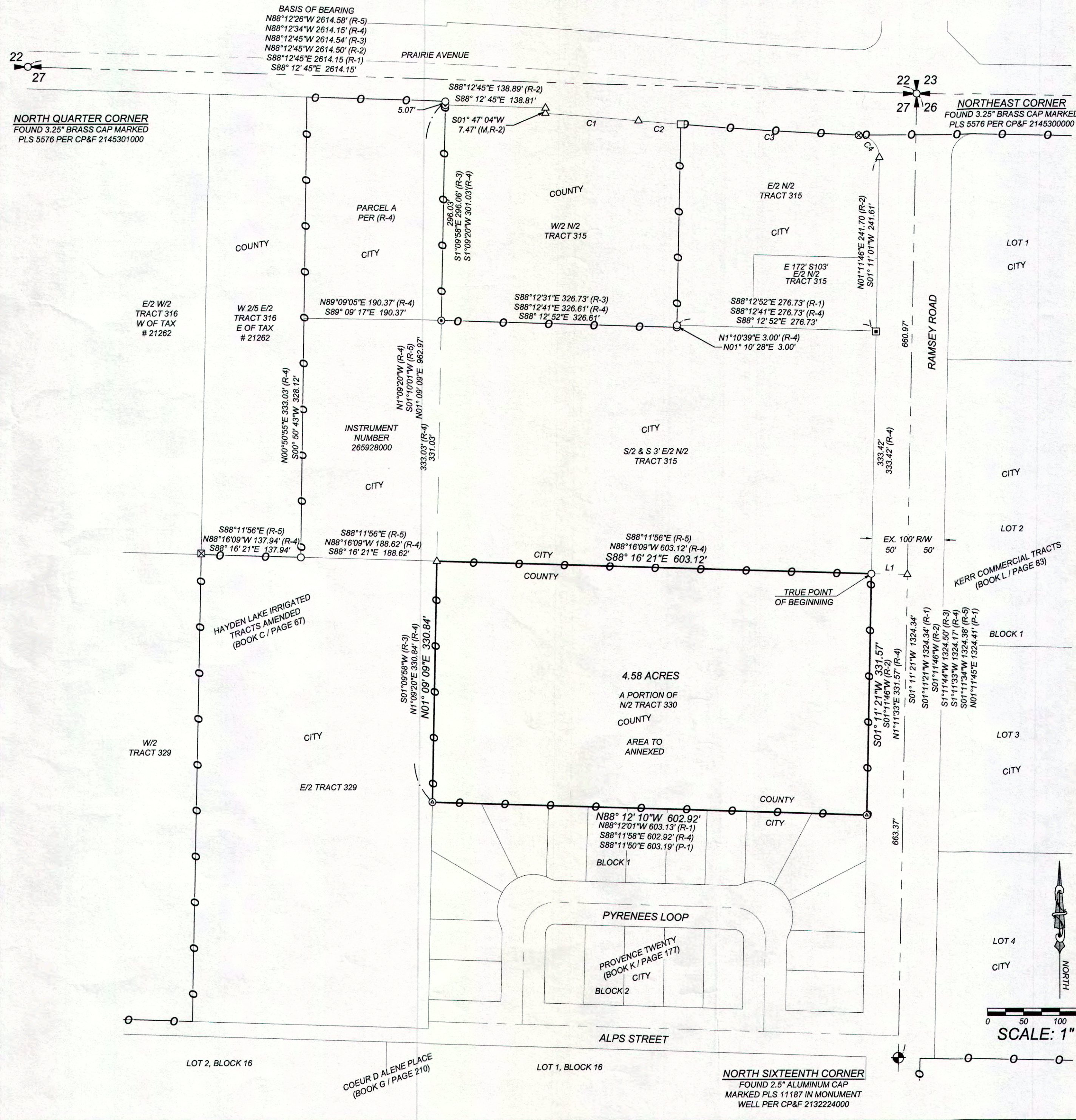


EXHIBIT "A"

CITY OF COEUR D'ALENE  
ANNEXATION MAP ORDINANCE #

A PORTION OF THE NORTH HALF OF TRACT 330 HAYDEN LAKE IRRIGATED TRACTS,  
LYING IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT No. \_\_\_\_\_  
STATE OF IDAHO  
COUNTY OF KOOTENAI  
AT THE REQUEST OF: LAKE CITY ENGINEERING, INC.  
ON \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
ON \_\_\_\_\_ 20\_\_\_\_  
RECORDER  
BY \_\_\_\_\_ DEPUTY



**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS SURVEY IS N88°12'45"W PER (R-1) AS SHOWN ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27.

**NOTE**

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

**PURPOSE**

THE PURPOSE OF THIS MAP TO CONFORM WITH STATE AND LOCAL REQUIREMENTS SHOWING THE ADJUSTED BOUNDARY FOR THE CITY OF COEUR D'ALENE.

**REFERENCE DOCUMENTS**

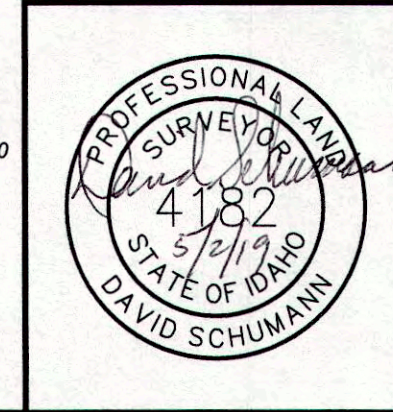
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- (P-1) PLAT OF PROVENCE TWENTY PREPARED BY TATE ENGINEERING AND FILED AT BOOK K OF PLATS, PAGE 177, RECORDS OF KOOTENAI COUNTY, IDAHO.

**LEGEND**

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
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- △ CALCULATED POINT, NOTHING FOUND OR SET
- EXISTING CITY LIMITS
- EXISTING CITY LIMITS / PROPOSED ANNEXATION
- ADJACENT LOT LINE
- CENTER LINE
- SECTION LINE
- SURVEY TIE LINE

Line Table		
Line #	Direction	Length
L1	N88°48'39"W	50.00'

Curve Table						
Curve #	Length	Radius	Delta	Chord	Bearing	Record Data
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C3	247.62'	6060.00'	2°20'28"	247.60'	S86°28'28"E	
C4	46.51'	30.00'	88°50'04"	41.99'	N43°13'41"W	R=30.00' L=46.52' D=88°50'17" CH=41.99' (R-2)

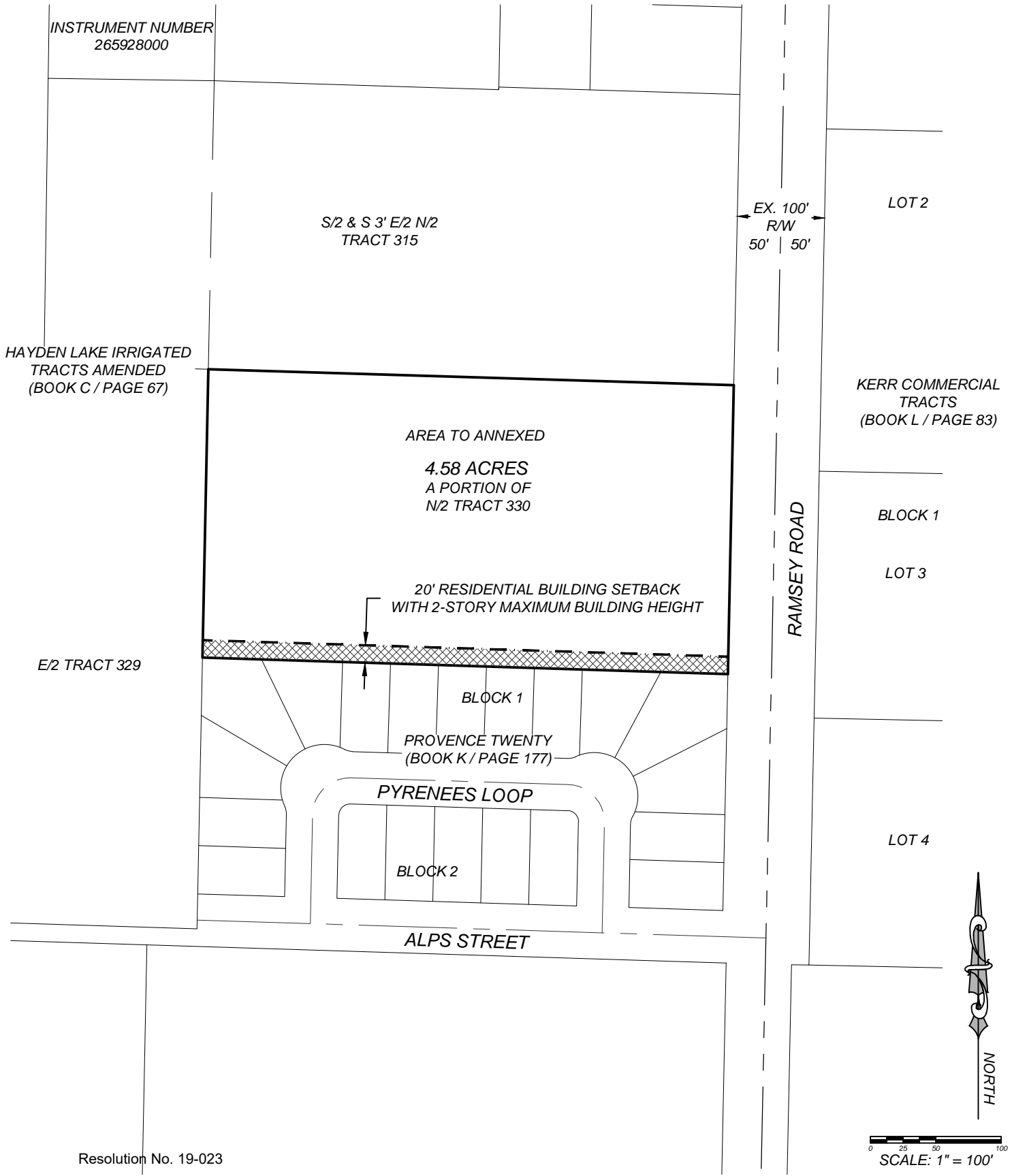


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DATE:	04/24/2019
JOB NO:	LCE 17-072.3



# CITY OF COEUR D'ALENE ANNEXATION SETBACK EXHIBIT "A"

A PORTION OF THE NORTH HALF OF TRACT 330 HAYDEN LAKE IRRIGATED TRACTS,  
LYING IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



# EXHIBIT "B"

## COEUR D'ALENE CITY COUNCIL FINDINGS AND ORDER

### A. INTRODUCTION

This matter having come before the Planning Commission on April 16, 2019 and there being present a person requesting approval of ITEM A-1-19, a request for zoning prior to annexation from County Commercial to city R-17 zoning district (Residential at 17units/acre).

APPLICANT: TED BURNSIDE

LOCATION: +/- 4.6 ACRE PARCEL LOCATED ON THE WEST 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 Commercial.

B4. That the notice of public hearing was published on March 29, 2019, 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 April 16, 2019.

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

**Objective 1.02 - Water Quality:**

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

**Objective 1.11- Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

**Objective 1.12 - Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

**Objective 1.13 - Open Space:**

Encourage all participants to make open space a priority with every development and annexation.

**Objective 1.14 - Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Objective 1.16 - Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

**Objective 2.02 - Economic & Workforce Development:**

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Objective 3.05 - Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.16 - Capital Improvements:**

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

**Objective 3.18 - Transportation:**

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

**Objective 4.02 - City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

**Objective 4.06 - Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on that the utility or engineering departments have provided any objections, and that all services are adequate.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because this is a flat site with no physical challenges or constraints.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of TED BURNSIDE for zoning prior to annexation, as described in the application should be approved.

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

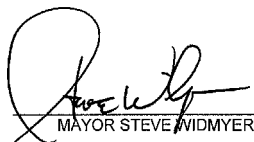
1. Prior to the competition of the annexation, the applicant must address any outstanding code violations for the existing structures onsite if they are to remain.
2. The apartments on the south border of the subject property be two story with setbacks of 20 feet with a tree buffer.
3. A negotiation of a pedestrian path connecting the subject property and the property to the west to the school district property.

Motion by Evans, seconded by McEvers, to adopt the foregoing Findings and Order.

ROLL CALL:

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 5 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 19-1006

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed;

NOW, THEREFORE,

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

**SECTION 1.** That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-17 (Residential at 17 units/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 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 June 18, 2019.*

APPROVED by the Mayor this 18<sup>th</sup> day of June, 2019.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
A-1-19 Annexation of +/- 4.9 acre parcel on the  
west side of Ramsey Road along Alps Street & south of Prairie Avenue.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 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-1-19 Annexation of +/- 4.9 acre parcel on the west side of Ramsey Road along Alps Street & south of Prairie Avenue., 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 18<sup>th</sup> day of June, 2019.

---

Randall R. Adams, Chief Deputy City Attorney



# EXHIBIT "A"

## Annexation Land Description

A portion of the North Half of Tract 330 of the Amended Plat of Hayden Lake Irrigated Tracts, filed at Book B of Plats, Page 150, Records of Kootenai County, Idaho, located in THE Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

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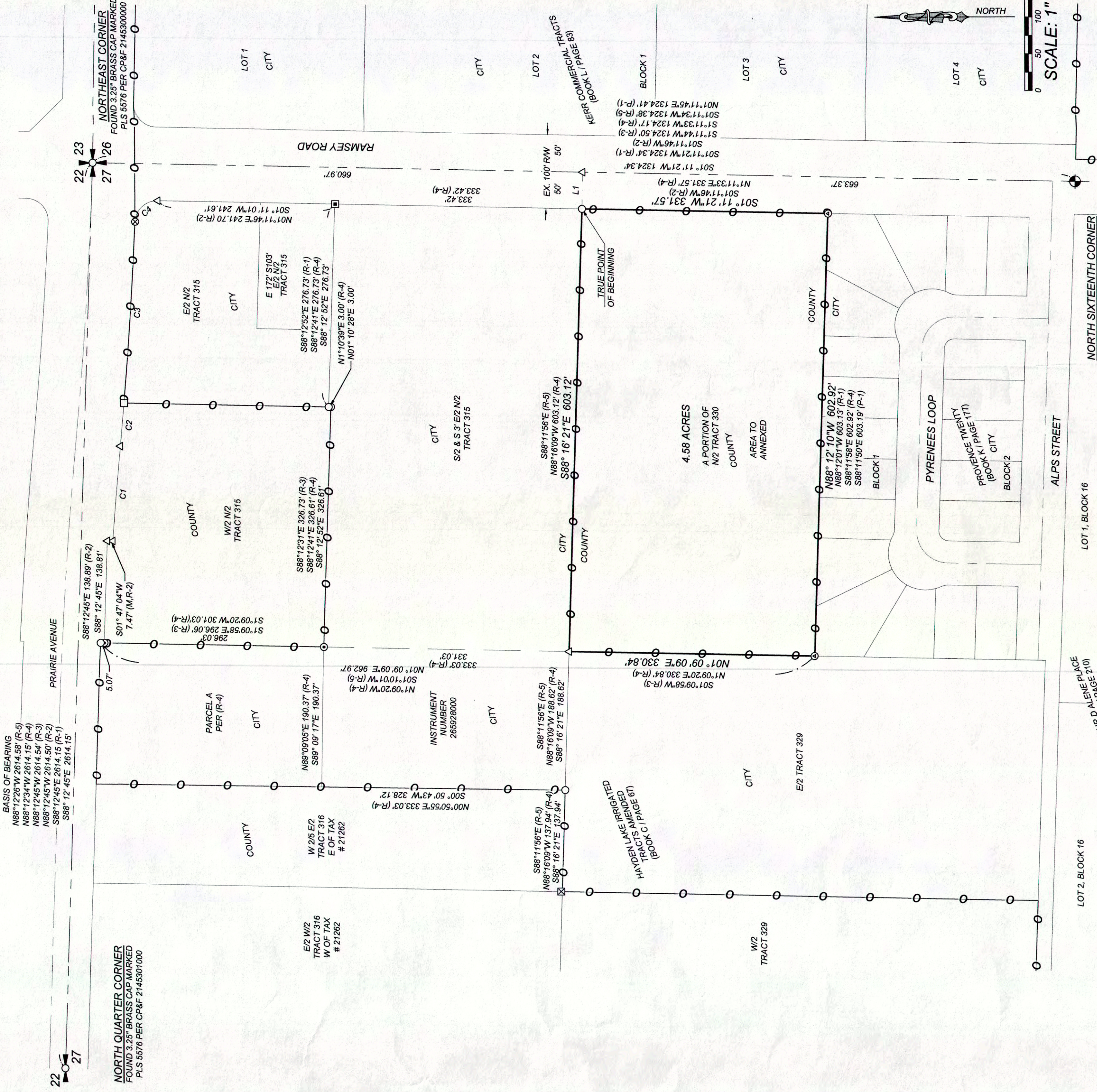


EXHIBIT "A"

CITY OF COEUR D'ALENE  
ANNEXATION MAP ORDINANCE #

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LYING IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT No. \_\_\_\_\_  
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COUNTY OF KOOTENAI  
AT THE REQUEST OF: LAKE CITY ENGINEERING, INC.  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M.,  
ON \_\_\_\_\_ 20\_\_\_\_  
RECORDER \_\_\_\_\_  
BY \_\_\_\_\_ DEPUTY



**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS SURVEY IS N88°12'45"W PER (R-1) AS SHOWN ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27.

**NOTE**

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

**PURPOSE**

THE PURPOSE OF THIS MAP TO CONFORM WITH STATE AND LOCAL REQUIREMENTS SHOWING THE ADJUSTED BOUNDARY FOR THE CITY OF COEUR D'ALENE.

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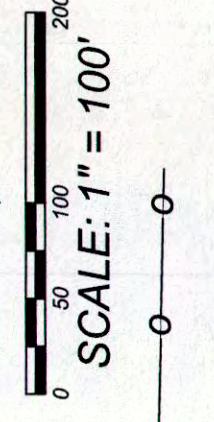
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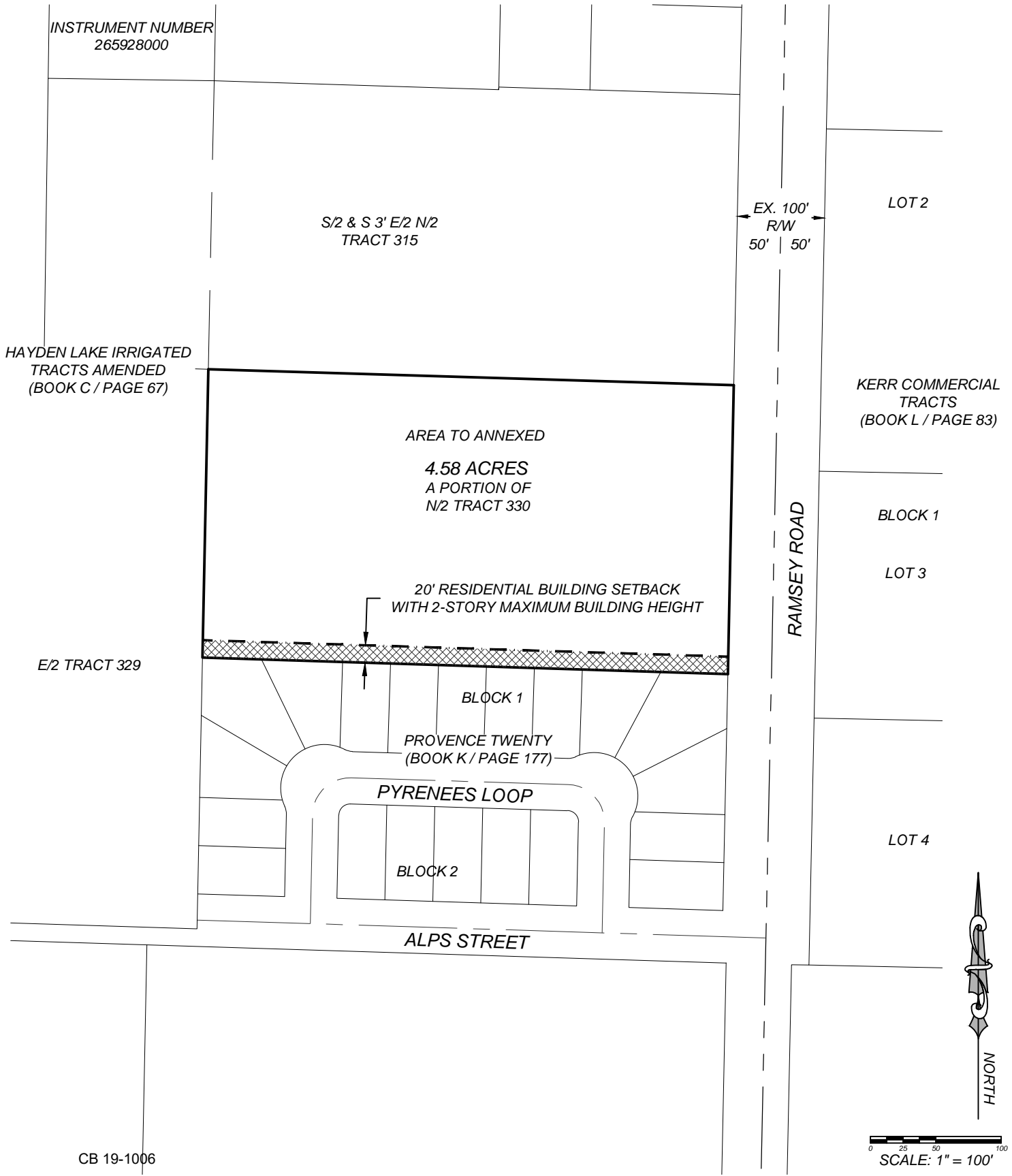
LAKE CITY ENGINEERING  
126 E. POPLAR AVENUE  
COEUR D'ALENE, IDAHO 83814  
PHONE: 208.676.0230





# CITY OF COEUR D'ALENE ANNEXATION SETBACK EXHIBIT "A"

A PORTION OF THE NORTH HALF OF TRACT 330 HAYDEN LAKE IRRIGATED TRACTS,  
LYING IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



**CITY COUNCIL  
STAFF REPORT**

**FROM:** SEAN E. HOLM, SENIOR PLANNER  
**DATE:** JUNE 18, 2019  
**SUBJECT:** A-2-19 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/-11.74 ACRES FROM COUNTY LIGHT INDUSTRIAL TO C-17  
**LOCATION:** TWO PARCELS, IN AGGREGATE MEASURING +/- 11.74 ACRES LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE

**APPLICANT:**

<i>Owner:</i>	John Hern P.O. Box 1060 CDA, ID 83816	<i>Consultant:</i>	Tri-State Consulting Engineers 1859 N. Lakewood Dr. CDA, ID 83814
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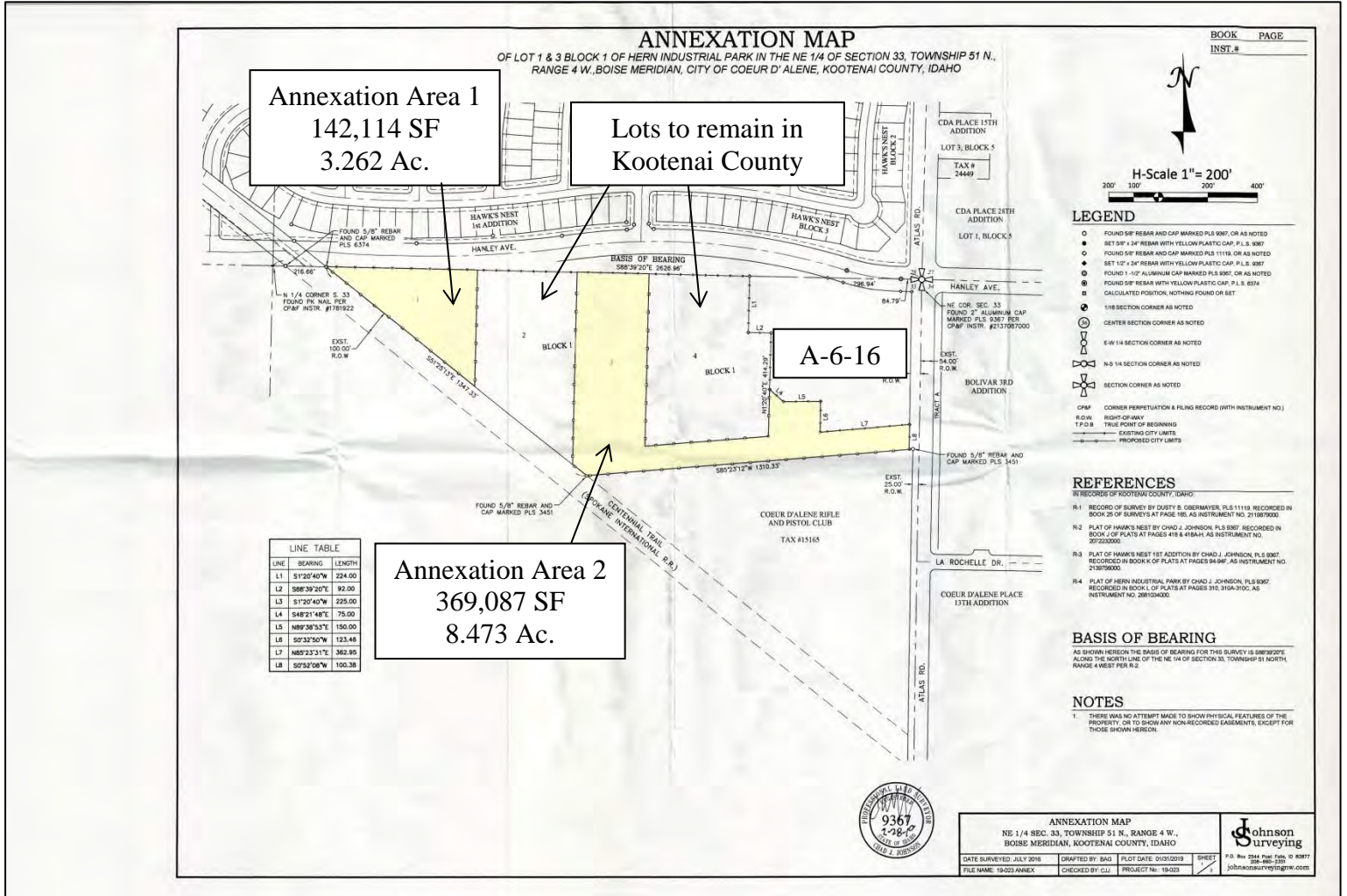
**DECISION POINT:**

Tri-State Consulting Engineers, on behalf of the owner John Hern, are requesting approval of a proposed +/- 11.74 acre annexation from Kootenai County Light Industrial to City C-17 zoning district (Commercial at 17 units/acre). Two parcels make up the request; the first measuring 3.262 acres, and the second 8.473 acres. Please refer to the area map and annexation map below for visualization. Note that this request was filed in conjunction with a special use permit for existing uses.

**Area Map:**



**Proposed Annexation Map:**



**GENERAL INFORMATION:**

John Hern, represented by Tri-State, is proposing to annex +/- 11.74 acres as shown on the annexation map above. Prior to this request, the City of Coeur d'Alene approved annexation of a vacant 7.46 acre parcel at the southwest corner of Hanley Avenue and Atlas Road (A-6-16). The property owned by Mr. Hern that remained in Kootenai County has been subsequently short platted into four lots. That property is currently zoned County Light Industrial. The applicant is requesting annexation of two of the four parcels with a C-17 zoning designation.

On May 14, 2019, the Planning Commission held a public hearing for annexation and requested C-17 zoning, with unanimous approval by a 4-0 vote.

*Proposed C-17 Zoning District:*

**17.05.490: GENERALLY:**

- A. The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.
- B. This district should be located adjacent to arterials; however, joint access developments are encouraged.
- C. A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking facilities.
- D. Residential developments in this district are permitted as specified by the R-17 district.

**17.05.500: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in a C-17 district shall be as follows:

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- Commercial recreation.
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores, on/off site consumption.
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.
- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.
- Laundry service.
- Ministorage facilities.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.

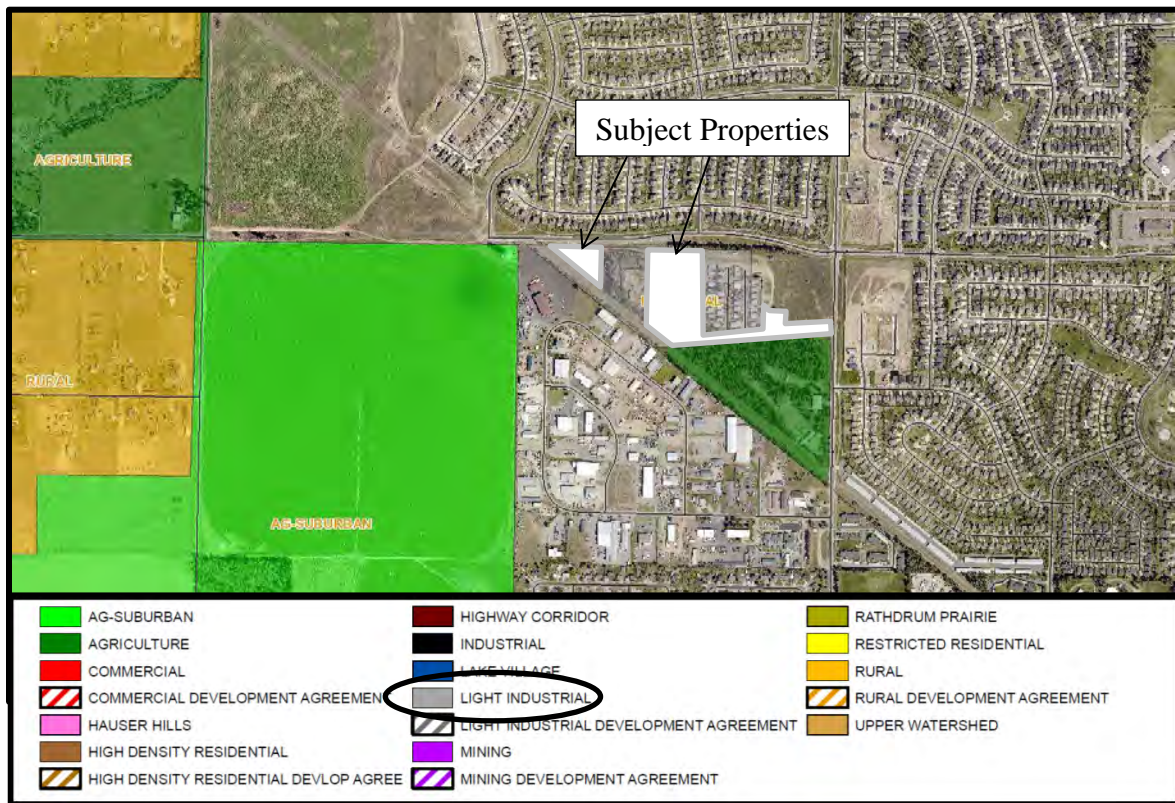


- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- Pocket residential development (as specified by the R-17 district).
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office.

**17.05.510: PERMITTED USES; ACCESSORY:**

- Accessory permitted uses in a C-17 district shall be as follows:
- Accessory dwelling units.
- Apartment for resident caretaker watchman.
- Outside area or buildings for storage and/or preparation of merchandise or goods necessary for and incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district.

**CURRENT KOOTENAI COUNTY ZONING:**



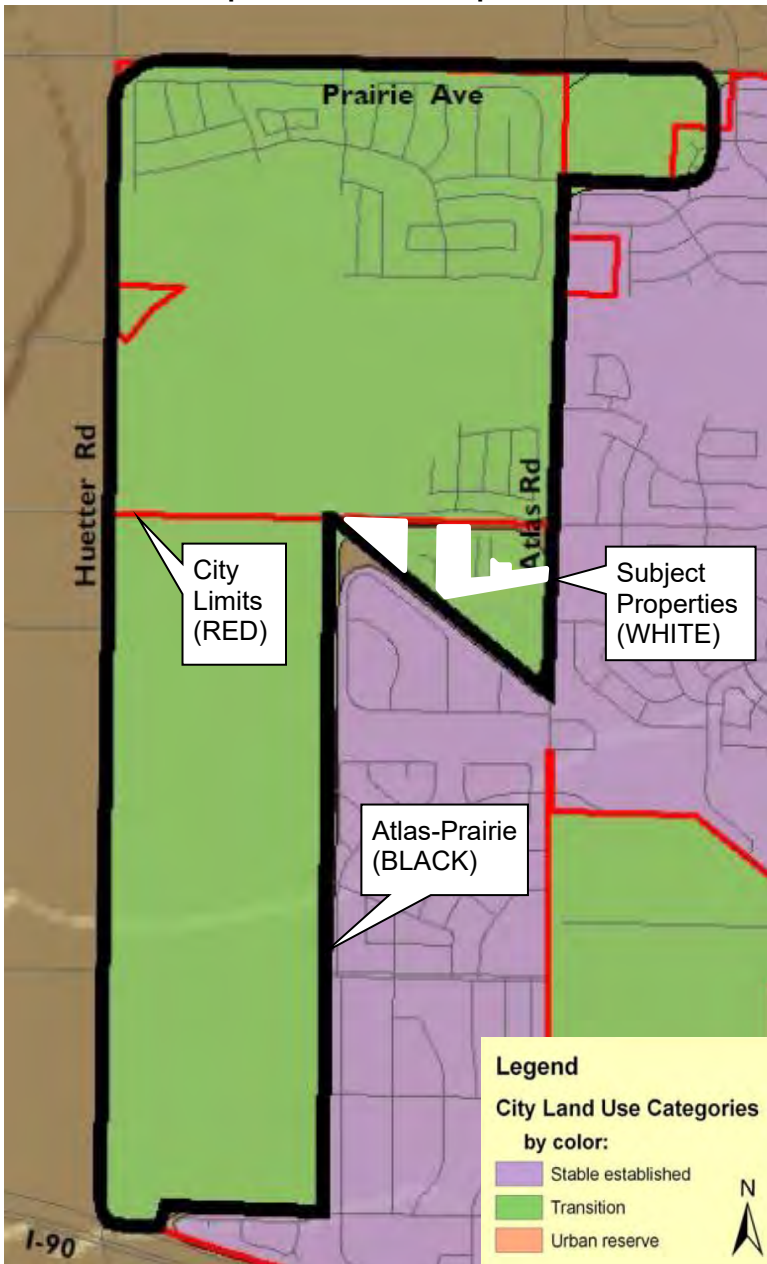
**REQUIRED FINDINGS FOR ANNEXATION:**

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

**2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:**

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

**Atlas-Prairie Comprehensive Plan Map:**



**Transition:**

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



## Land Use: Atlas-Prairie

### Atlas-Prairie Today:

This area consists largely of prairie farmland and native conifer forest. The northern tier of the district contains a rapidly developing, suburban subdivision. This area lies over the Spokane Valley-Rathdrum Prairie Aquifer, and also holds the last, large tract of vacant land within the Area of City Impact (ACI).

Farmland is broken into parcels ranging from approximately 23 to 160+ acres. Subdivisions are developing with approximately three houses per acre (3:1). The remaining parcels provide opportunities for large-scale master planning.

Public infrastructure for development is not present in some locations and would require extensions from existing main lines.

### Atlas-Prairie Tomorrow:

Generally, this area is envisioned to be a residential area, lower in density, that develops with interconnected neighborhoods providing a mix of housing choices.

### The characteristics of Atlas-Prairie neighborhoods will be:

- That overall density may approach four to five residential units per acre (4-5:1), however, pockets of higher density housing and multi-family units are appropriate incompatible areas.
- Annexing requires careful evaluation of infrastructure needs.
- Open space, parks, and pedestrian and bicycle connections will be provided.
- Developments adjacent to the Area of City Impact (ACI) boundary will provide for a distinctive entrance to the city.
- Neighborhood service nodes where appropriate.
- The street network will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- A bypass study is underway to determine how traffic will be distributed to ease pressure from US 95.

## COMPREHENSIVE PLAN GOALS & OBJECTIVES:

- **Objective 1.02 - Water Quality:**  
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- **Objective 1.11- Community Design:**  
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**  
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**  
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

- **Objective 1.16 - Connectivity:**  
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.02 - Economic & Workforce Development:**  
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**  
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.05 - Neighborhoods:**  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.16 - Capital Improvements:**  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- **Objective 3.18 - Transportation:**  
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

***Evaluation:*** *The 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 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*

**STREETS:**

The subject site is currently developed. The site has frontage along the west side of Atlas Road. Any necessary improvements to this site would be addressed during the site development process. The Streets and Engineering Department has no objection to this annexation request.

*-Submitted by Chris Bosley, City Engineer*

**WATER:**

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. Any proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense.

*-Submitted by Kyle Marine, Assistant Water Superintendent*

**WASTEWATER:**

The nearest public sanitary sewer is located at the Southwest Corner of Atlas Road and Prairie Trail Right-of-Way. At no cost to the City, a public sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits.

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. Any increase in density may require hydraulic modeling the sewer flows acceptable to the Wastewater Utility and upsizing of public sewer.

**PARKS (TRAILS):**

The Trails and Bikeways Masterplan calls for a paved 10' to 12' shared-use asphalt path to be built along the east side of the development in either the private property or the right of way along the west side of Atlas Road. This trail would be built instead of a sidewalk. The width should match the width of the trail north of Hanley.

The plan also calls for a paved trail to be built on the south side of Hanley starting from the end of the existing trail to the east and connecting to the existing Prairie Trail to the west. The width of the trail needs to match the width of the existing trail on the south side of Hanley. The applicant agreed to build this prior to occupancy.

*-Submitted by Monte McCully, Trails Coordinator*

**FIRE:**

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site

Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector / IAAI – CFI*

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

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

**PHYSICAL CHARACTERISTICS:**

The subject property is relatively flat with Atlas Road to the east and Hanley Avenue to the north. Multiple uses will remain in the county that are industrial in nature and are primarily located in pole type structures. A stick built office structure will remain in the county along with the foundry. The site as it remained in the county following annexation approval of A-6-16 was recently short platted into four lots. Two of the four lots make up this request for annexation into city limits.

**PHOTOS OF SUBJECT PROPERTY:**

*W. Hern Ave. looking east toward Atlas Rd. from interior:*





*West Hern Ave. looking west toward the foundry (property pin):*



*Looking north toward West Hanley from West Hern Avenue near the scale (property pin):*





*Further north from West Hern Avenue where asphalt terminates looking north:*



*Western portion of request "triangle piece" looking northwest toward West Hanley Avenue and Hawk's Nest development (property stake):*





*Looking east toward Atlas Road on north end of property (parallel with Hanley Avenue):*



**Evaluation:** *The 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 likely not adversely affect the surrounding area with regard to traffic, assuming that the use would be for a mini storage unit as described by the applicant. The ITE Trip Generation Manual predicts 0.85 trips per 1000 square feet of Industrial Park building (existing use) while a Mini Warehouse building (the most similar land use code to mini storage facilities defined in the ITE Trip Generation Manual) would generate only 0.29 trips per 1000 square feet. Atlas Road has the available capacity to accommodate additional traffic generated from the subject site.

*-Submitted by Chris Bosley, City Engineer*

**NEIGHBORHOOD CHARACTER:**

This area is eclectic in the uses that make up the area. Some of the uses include: Single family housing to the north and east, a gun range to the south of the Prairie

Trail as well as the Industrial Park. The subject property and associated county area owned by the applicant is used as a foundry with various other industrial uses which are appropriately zoned in the county for such uses (County Light Industrial).

See also the "Atlas-Prairie" descriptions from the 2007 Comprehensive Plan listed in Finding #B8 as well as the photos of subject property. A land use and zoning map are provided below to assist in depicting the context of the area.

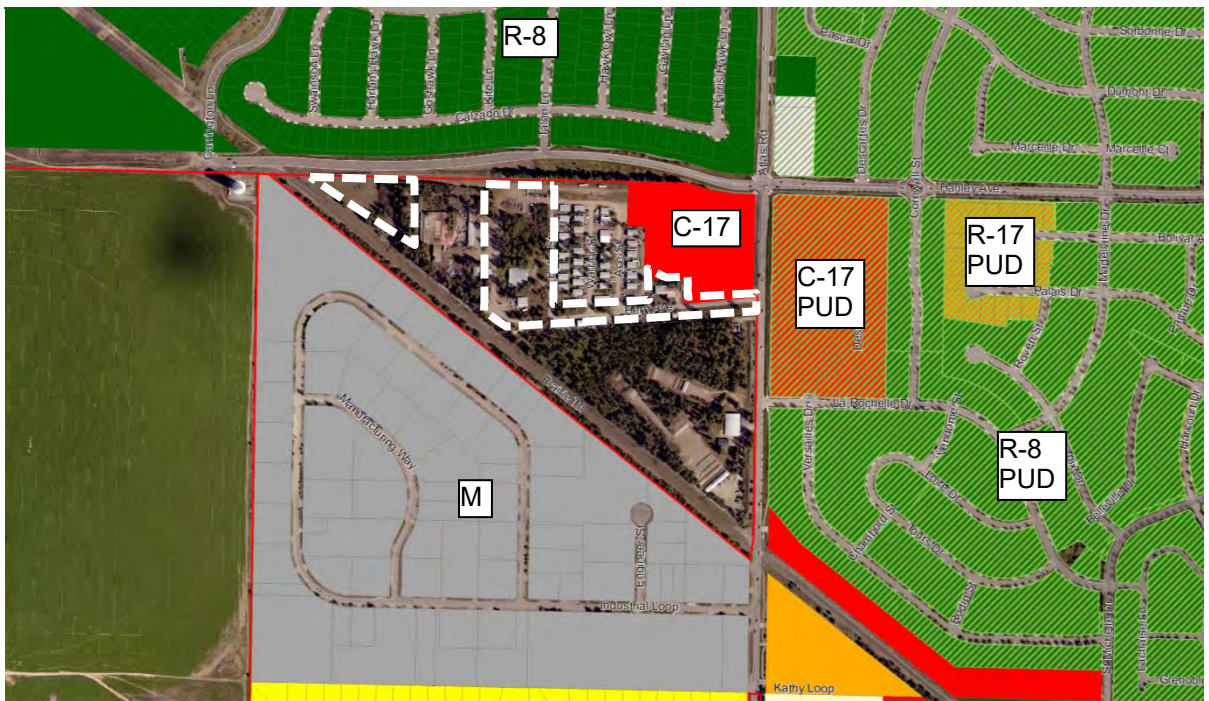
**GENERALIZED LAND USE PATTERN:**

- Land Use
- SFA
- SFD
- DUPLEX
- MH
- MHP
- MFD
- CIVIC
- COMM
- MFGR
- AGRICULTURE
- VACANT



**EXISTING ZONING:**

- zoning
- C-17
- C-17L
- C-17LPUD
- C-17PUD
- DC
- DCPUUD
- LM
- M
- MH-8
- MH-8PUD
- NC
- NW
- R-1
- R-12
- R-12PUD
- R-17
- R-17PUD
- R-1PUD
- R-3
- R-3PUD
- R-5
- R-5PUD
- R-8
- R-8PUD
- R-8SF





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

**STAFF COMMENTS TO CONSIDER FOR ANNEXATION AGREEMENT:**

Staff recommends the following items be addressed in the annexation agreement:

**PLANNING:**

1. Any structures within the subject properties that do not meet the uses by right for the requested C-17 zoning designation be converted to a use as allowed in C-17, obtain approval of a special use permit as defined in code to validate non-conforming use(s), or be demolished.
2. The applicant has expressed a need to use the proposed annexation properties as staging for construction activities. This is allowed by code, however, at the time of certificate of occupancy issuance for new development, the site(s) must be at a minimum cleared and graded, saving any trees onsite where feasible.
3. Any commercial standards deviation request resulting in blank walls and/or absence of glazing along a street frontage must provide a dense, continuous, irrigated landscape buffer to mitigate.

**PARKS:**

4. A paved 10' trail along the south side of Hanley will be required to be built prior to certificate of occupancy. The entire trail must be built from the existing terminus to the existing Prairie Trail to the west, preventing piecemeal patchwork of trail improvements.
5. The applicant must work with the city to provide an acceptable form of perpetual protection of the trail location, if needed. This may be in the form of an easement or conveyance of additional right-of-way, or other means approved by the City Attorney. Any cost associated with this requirement will be borne by the developer.

**ADMINISTRATION & FINANCE:**

6. Annexation fees for this request and A-6-16 must be resolved to the satisfaction of the city at the time of annexation recordation.

**WASTEWATER:**

7. Extension of the public sewer "To and Through" subject properties, per code and policies of the city, must be provided.

**WATER:**

8. Any additional main extensions 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 building permit.
9. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

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

**ACTION ALTERNATIVES:**

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



## ANNEXATION JUSTIFICATION

The subject property proposed for annexation consists of lots 1 and 3 of the Hern Industrial Park Plat located in the boundaries of Kootenai County. This particular area is the undeveloped parcel that fronts W. Hanley Avenue. Per the 2007 Comprehensive Plan Category it is considered “Transitional” which seems logical in this area of the City. With the large amount of housing developments that surround the subject property to the north (Hawks Nest, The Trails and The Landings) and east (Coeur d’Alene Place), a commercial development in this area is an improvement that is much needed and can support these neighborhoods.

We are located in the Ramsey – Woodland neighborhood area and, as previously mentioned, there is a large number of homes in this immediate area which could utilize the services provided within our development plan.

This property does not appear to be identified with any Special Areas for consideration during planning.

## GOALS AND POLICIES

**Goal #2: Economic Environment** – this goal mentions the desire to preserve the city’s quality workplaces and encourages economic growth per objective 2.02. This parcel, along with our development plan, shall create jobs and provide a service not only for the local neighbors but for the entire city.

**Goal #3: Home Environment** – With residential neighbors surrounding the subject property to the north and east, we feel that per objective 3.06 we can provide a service to them that is within walking/biking distance or on the way home for that fill up of gas or loaf of bread. Additional commercial/retail capacity is envisioned here as well to support these existing neighborhoods.



February 26, 2019

City of Coeur d'Alene  
710 E. Mullen Avenue  
Coeur d'Alene, Idaho 83814

**Attn:** Mr. Steve Widmyer, Mayor and Council Members

**Re:** Annexation Request

Dear Mr. Mayor and Members of the Council:

On behalf of our client Jack Hern we are formally requesting annexation of a Kootenai County parcel of land into the City of Coeur d'Alene. We understand there will be fees and agreements to be created and we are willing to provide these requirements.

The subject property is located along the south side of W. Hanley Avenue just south of the City subdivision known as Hawks Nest. The parcel numbers are 0L3100010010, 0L3100010030 and it is approximately 11.735 acres in size.

During the pre-annexation meeting with City staff, we provided a conceptual plan of our potential development scope that includes mini storage units on lot 1 of the recently recorded plat known as Hern Industrial Park and lot 3 will be annexed for development purposes in conjunction with a piece of land previously annexed into the City a few years ago. A C-17 zoning classification was deemed appropriate for this plan.

In addition, we propose to keep Hern Avenue a private roadway which currently serves the industrial park. We will be applying for a short plat on lot 3 upon annexation in conjunction with our existing annexed property as previously mentioned. We ask this for the purposes of extending city water and sewer with the necessary roadway infrastructure in Hern Avenue at that time.





Please accept our request for annexation into the City of Coeur d'Alene. We are ready to begin the process toward improving this area of the City with our development plan. Thank you in advance for your consideration and we look forward to working with you during this process.

Sincerely,  
Tri-State Consulting Engineers, Inc.

Steven W. Syrcle, P.E.  
Principal Engineer



CC: Jack Hern; file

2-28-19

Sean Holm, Senior Planner, presented the staff report and stated that Tri-State Consulting Engineers, on behalf of the owner John Hern, is requesting approval of a proposed +/- 11.74 acre annexation from Kootenai County Light Industrial to City C-17 zoning district (Commercial at 17 units/acre). Two parcels make up the request; the first measuring 3.262 acres, and the second 8.473 acres.

Mr. Holm provided the following statements:

- John Hern, represented by Tri-State, is proposing to annex +/- 11.74 acres as shown on the annexation map.
- Prior to this request, the City of Coeur d'Alene approved annexation of a vacant 7.46 acre parcel at the southwest corner of Hanley Avenue and Atlas Road (A-6-16). The property owned by Mr. Hern that remained in Kootenai County has been subsequently short-platted into four lots. That property is currently zoned County Light Industrial.
- The applicant is requesting annexation of two of the four parcels with a C-17 zoning designation. The Planning Commission's findings will act as a recommendation to City Council.
- He provided a map showing the property currently zoned in the county.
- He noted that the Comprehensive Plan designates the area as Atlas-Prairie, Transition.
- He noted the Comprehensive Goals and Objectives for the project.
- He noted the various comments from City Staff and where they were located in the staff report.
- He stated that the subject property is relatively flat with Atlas Road to the east and Hanley Avenue to the north. Multiple uses will remain in the county that are industrial in nature and are primarily located in pole-type structures.
- He noted that a stick-built office structure will remain in the county along with the foundry.
- The site, as it remained in the county following annexation approval of A-6-16, was recently short-platted into four lots. Two of the four lots make up the current request for annexation into city limits.
- He showed various site photos of the subject property.
- The proposed annexation would likely not adversely affect the surrounding area with regard to traffic, assuming that the use would be for a mini storage unit as described by the applicant. The ITE Trip Generation Manual predicts 0.85 trips per 1000 square feet of Industrial Park building (existing use), while a Mini Warehouse building (the most similar land use code to mini storage facilities defined in the ITE Trip Generation Manual) would generate only 0.29 trips per 1000 square feet. Atlas Road has the available capacity to accommodate additional traffic generated from the subject site.
- He presented a map showing the land uses and existing zoning surrounding the property.
- He noted that there are nine items to consider with the Annexation Agreement, if approved.

Mr. Holm concluded his presentation.

Commission Comments:

Commissioner Ingalls described the area as a "doughnut hole" in an island of county property surrounded by the city. He explained that the city has been serving this area, even though it is in the county. He stated that all accesses will be off of Hanley or Atlas that the city maintains. He feels that this request is the right move to remove these "doughnut holes" and clean up the city. He asked if the applicant has approached staff about bringing the entire property into the city as is their goal to clean up those "doughnut holes" and not leave a couple properties in the county.

Public testimony open.

Chris Clark, applicant representative provided the following statements:

- He commented that staff did an excellent job explaining what they are planning to do through the

annexation.

- He stated that the property is considered in an infill area and he recognizes the importance of bringing the lots into the city.
- He explained the reason why the remaining properties were not included in the request is that they want to be able to bring them in as they are going to develop them; but, more important is that annexations cost money and to bring the entire property into the city would be very expensive. He added that presenting the properties this way allows them to bring the parcels in when they have a use and in a timeline that is manageable for their client.
- He explained that a C-17 zone was chosen because there are a lot of residential areas to the north and to the east. The C-17 zone would allow the development of service and commercial industry that will provide for the neighborhood with this transition area.
- He commented that there is a gun club to the south of the property that will need a buffer between the residential area and the gun club and that staff has received complaints in the past from the noise coming from the gun club. He explained that by having a C-17 zone, it would allow them to continue to provide a buffer between the residential and the manufacturing and provide for future industries to be developed.
- He stated that by approving this request, it will continue the existing zoning that was already established and is a win/win for the city.

Mr. Clark concluded his presentation.

Commission Comments:

Commissioner Rumpler asked if the applicant agreed with the conditions included with the annexation agreement, if approved.

Mr. Clark answered that they concur with all the conditions in the annexation agreement; specifically, the trail expansion. He explained that if you drive on Hanley, there is an existing trail that goes from Atlas west and dead ends, and that they are in favor of extending that piece to the Prairie Trail to help with pedestrian access.

Commissioner Ingalls inquired if the triangle piece of the property already annexed into the city will have access off of Hanley and questioned if the other “flag” lot configuration will also have access off of Hanley.

Mr. Clark stated that the “flag” piece will have frontage off of Hanley. He further explained that the lot currently has access off of a private road called Hern Avenue. He commented that as they develop the lots, they will provide access off of Hanley, but still maintain Hern Avenue as a primary access for shipments or larger structure shipments that need to have a larger turn off of Hanley.

Commissioner Ingalls said that in the narrative it mentions a future gas station, convenience store and a mini storage and that it would be a benefit for the area to provide a variety of service nodes to be able to get a carton of milk on your way home. He explained that the request for annexation is not a guarantee that these types of service nodes will be provided and that they must be careful when approving the request as there are a number of uses allowed within the C-17 zoning district.

Mr. Clark explained that by choosing the C-17 zoning designation, it will give them more of a selection to choose from the various service nodes.

John Jacekes said that he is concerned with how the approval of the property will fit into the Comprehensive Plan and said that the Atlas Prairie area as noted in the Comprehensive Plan is envisioned to be a residential area that is lower in density and which develops interconnected neighborhoods providing a mix of housing choices. He explained that the applicant is requesting the 20 plus acres for commercial use and feels that by approving the request, it will result in a high density of commercial buildings. He commented that the current fence line on the property creates a “choke” point off of Hanley, and that he is opposed to the request.

Austin Hoyer said that he is concerned that by approving the request it will increase traffic and he has a concern for safety. He stated that he approves of some development and it is done with the best intentions. He explained that he is a teacher at Woodland Middle School and a couple kids have been hit by cars, including an adult. He suggested that if this project is approved, the commission should ensure that safety is number one and provide a buffer between the project and the residential homes to ensure safety.

Rebuttal:

Mr. Clark provided the following statements:

- He stated that they are also concerned with safety for pedestrians and the development of the trail, as discussed earlier, will help ensure that people will be able to get around the area safely.
- He noted that they are aware of the choke point that Mr. Jacekes referenced and said that it is north of the first property that is next to the existing fence that sits 3 feet from the edge of the road. He noted that it has been discussed with staff to move that back 20 feet to ensure there is enough room for the trail and a buffer between the trail and the road to make sure it has a viable access with some additional landscaping along Hanley to make sure the buildings are not big gray slabs that are an eyesore.
- He stated that the existing industrial park has been in the area for 20 years prior to the development of Hawk's Nest and that the foundry was started in the 70's with no additional commercial uses to the neighborhood, and that those uses have been here before any of the residential uses were constructed.

Public testimony closed.

Discussion:

Commissioner Fleming said that there are a number of elements in the area that impact the surrounding properties including the gun range that has existed for seven years, and she doubts that the developer would build a house up against the gun range. She explained that the industrial businesses south of the property will be there forever, and that the buildings in this area are being improved and would be a good complement to the area. She feels that it is a valuable use and complements the C-17 designation, and she supports the request.

Commissioner Ingalls said that he concurred and thinks there is a benefit for the city and the neighborhood by getting rid of the "doughnut holes" by cleaning up city boundaries in areas that are getting city services and "freeloading". He doesn't see the 11 acres becoming residential and it states in the Comprehensive Plan that it is an area of transition and it would be positive for the area.

Commissioner Ward said that it is a request for annexation and, regardless of opinions for or against having a building code, they have an opportunity to address the Area of City Impact by bringing the property into the city. He feels that by not approving the request, it will allow the county to call the shots and not allow the city to properly manage the land and the uses in the area. He supports the request.

Chairman Messina said that he concurs with the other commissioners.

**Motion by Fleming, seconded by Rumpler, to approve Item A-2-19. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

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

**A-2-19**

**A. INTRODUCTION**

This matter having come before the Planning Commission on May 14, 2019 and there being present a person requesting approval of ITEM A-1-19, a request for zoning prior to annexation from County Light Industrial to City C-17.

APPLICANT: JOHN HERN

LOCATION: TWO PARCELS, IN AGGREGATE MEASURING +/- 11.74 ACRES LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE

**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 and commercial.
- B2. That the Comprehensive Plan Map designation is Atlas-Prairie, Transition.
- B3. That the zoning is County Light Industrial.
- B4. That the notice of public hearing was published on March 23, 2019 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 May 14, 2019.

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 1.14 - Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Objective 1.16 - Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

**Objective 2.02 - Economic & Workforce Development:**

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Objective 3.01 - Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on there wasn't any public testimony in opposition and all city staff stated they could provide service.

B10. That the physical characteristics of the site do make it suitable for the request at this time because this property is flat and has multiple services surrounding it.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because we are surrounded by residential as well as county industrial and that will be buffered by proper landscaping and pathways.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of JOHN HERN for zoning prior to annexation, as described in the application should be approved.

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

**PLANNING:**

1. Any structures within the subject properties that do not meet the uses by right for the requested C-17 zoning designation be converted to a use as allowed in C-17, obtain approval of a special use permit as defined in code to validate non-conforming use(s), or be demolished.
2. The applicant has expressed a need to use the proposed annexation properties as staging for construction activities. This is allowed by code, however, at the time of certificate of occupancy issuance for new development, the site(s) must be at a minimum cleared and graded, saving any trees onsite where feasible.
3. Any commercial standards deviation request resulting in blank walls and/or absence of glazing along a street frontage must provide a dense, continuous, irrigated landscape buffer to mitigate.



**PARKS:**

- 4. A paved 10' trail along the south side of Hanley will be required to be built prior to certificate of occupancy. The entire trail must be built from the existing terminus to the existing Prairie Trail to the west, preventing piecemeal patchwork of trail improvements.
- 5. The applicant must work with the city to provide an acceptable form of perpetual protection of the trail location, if needed. This may be in the form of an easement or conveyance of additional right-of-way, or other means approved by the City Attorney. Any cost associated with this requirement will be borne by the developer.

**ADMINISTRATION & FINANCE:**

- 6. Annexation fees for this request and A-6-16 must be resolved to the satisfaction of the city at the time of annexation recordation.

**WASTEWATER:**

- 7. Extension of the public sewer "To and Through" subject properties, per code and policies of the city, must be provided.

**WATER:**

- 8. Any additional main extensions 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 building permit.
- 9. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.


Motion by Fleming, seconded by Rumpler, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Commissioners Mandel and Luttrupp were absent.

Motion to approve carried by a 4 to 0 vote.

  
 \_\_\_\_\_  
 CHAIRMAN TOM MESSINA

# City Council Meeting



June 18, 2019

## A-2-19: Annexation

**APPLICANT:**

**Owner:** John Hern  
P.O. Box 1060  
CDA, ID 83816

**Consultant:** Tri-State Consulting Engineers  
1859 N. Lakewood Dr.  
CDA, ID 83814

**SUBJECT:**

Request for zoning in conjunction with annexation

**LOCATION:**

Two parcels located near the southwest corner of the intersection of Atlas Road and Hanley Avenue.



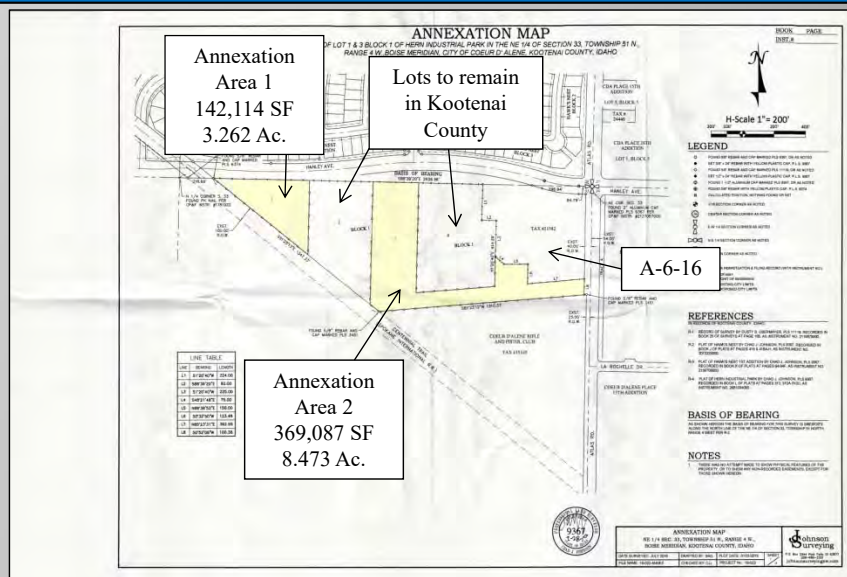
## A-2-19: Annexation Decision Points

The applicant is requesting approval of a proposed +/- 11.74 acre annexation from Kootenai County Light Industrial to City C-17 zoning district (Commercial at 17 units/acre). Two parcels make up the request; the first measuring 3.262 aces, and the second 8.473 acres as seen in the following slides.

*Note: On May 14, 2019, the Planning Commission held a public hearing for annexation and requested C-17 zoning, with unanimous approval by a 4-0 vote.*



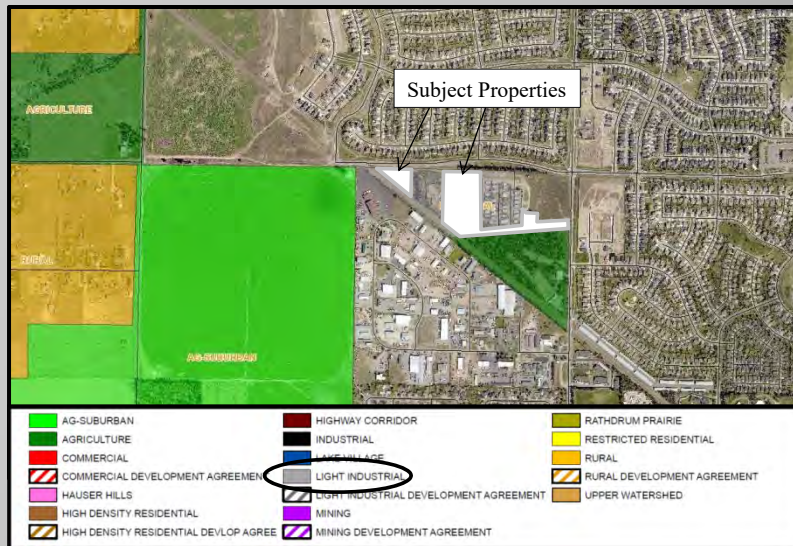
## A-2-19: Annexation Map



## A-2-19: Annexation Vicinity Map



## A-2-19: Annexation Current Zoning in Kootenai County



## A-2-19: Annexation Requested C-17 Zoning District

*Proposed C-17 Zoning District:*

**17.05.490: GENERALLY:**

- A. The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.
- B. This district should be located adjacent to arterials; however, joint access developments are encouraged.
- C. A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking facilities.
- D. Residential developments in this district are permitted as specified by the R-17 district.

## A-2-19: 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:

*Atlas-Prairie*

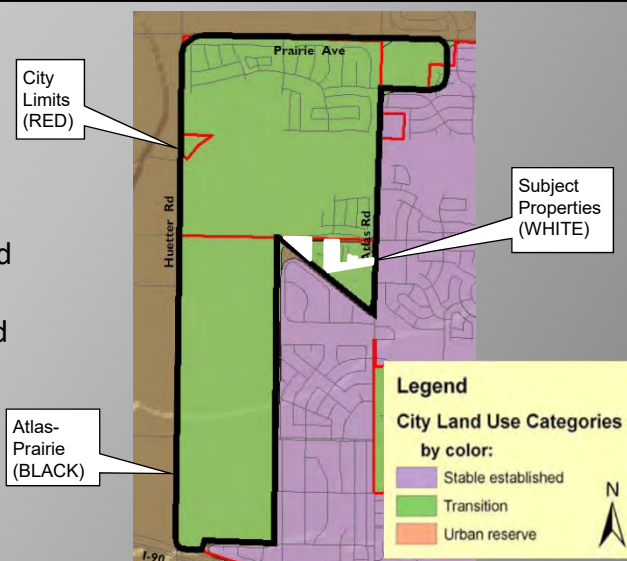


## A-2-19: Annexation Finding #B8: continued

### Atlas-Prairie

#### Transition:

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



## A-2-19: Annexation Finding #B8: continued

### Atlas-Prairie Today:

This area consists largely of prairie farmland and native conifer forest. The northern tier of the district contains a rapidly developing, suburban subdivision. This area lies over the Spokane Valley-Rathdrum Prairie Aquifer, and also holds the last, large tract of vacant land within the Area of City Impact (ACI).

Farmland is broken into parcels ranging from approximately 23 to 160+ acres. Subdivisions are developing with approximately three houses per acre (3:1). The remaining parcels provide opportunities for large-scale master planning.

Public infrastructure for development is not present in some locations and would require extensions from existing main lines.





## A-2-19: Annexation Finding #B8: continued

### **Atlas-Prairie Tomorrow:**

Generally, this area is envisioned to be a residential area, lower in density, that develops with interconnected neighborhoods providing a mix of housing choices.

### **The characteristics of Atlas-Prairie neighborhoods will be:**

- Annexing requires careful evaluation of infrastructure needs.
- Open space, parks, and pedestrian and bicycle connections will be provided.
- Neighborhood service nodes where appropriate.



## A-2-19: Annexation Finding #B8: Comp Plan Goals & Objectives

- 1.02 - Water Quality
- 1.11 - Community Design
- 1.12 - Community Design
- 1.13 - Open Space
- 1.14 - Efficiency
- 1.16 - Connectivity
- 2.02 - Economic & Workforce Development
- 2.05 - Pedestrian & Bicycle Environment
- 3.05 - Neighborhoods
- 3.16 - Capital Improvements
- 3.18 - Transportation
- 4.02 - City Services
- 4.06 - Public Participation



## A-2-19: 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-2-19: Annexation Department Comments ~ Finding #B9

**STREETS:**

The subject site is currently developed. The site has frontage along the west side of Atlas Road. Any necessary improvements to this site would be addressed during the site development process. The Streets and Engineering Department has no objection to this annexation request.

*-Submitted by Chris Bosley, City Engineer*

## A-2-19: Annexation Department Comments ~ Finding #B9

**WATER:**

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. Any proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense.

All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

*-Submitted by Kyle Marine, Assistant Water Superintendent*

## A-2-19: Annexation Department Comments ~ Finding #B9

**WASTEWATER:**

The nearest public sanitary sewer is located at the Southwest Corner of Atlas Road and Prairie Trail Right-of-Way. At no cost to the City, a public sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits.

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. Any increase in density may require hydraulic modeling the sewer flows acceptable to the Wastewater Utility and upsizing of public sewer.

*-Submitted by Mike Becker, Utility Project Manager*

## A-2-19: Annexation Department Comments ~ Finding #B9

### **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-2-19: Annexation Department Comments ~ Finding #B9

### **PARKS (TRAILS):**

The Trails and Bikeways Masterplan calls for a paved 10' to 12' shared-use asphalt path to be built along the east side of the development in either the private property or the right of way along the west side of Atlas Road. This trail would be built instead of a sidewalk. The width should match the width of the trail north of Hanley.

The plan also calls for a paved trail to be built on the south side of Hanley starting from the end of the existing trail to the east and connecting to the existing Prairie Trail to the west. The width of the trail needs to match the width of the existing trail on the south side of Hanley. The applicant agreed to build this prior to occupancy.

*-Submitted by Monte McCully, Trails Coordinator*

## A-2-19: Annexation Required Findings

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

**PHYSICAL CHARACTERISTICS:**

The subject property is relatively flat with Atlas Road to the east and Hanley Avenue to the north. Multiple uses will remain in the county that are industrial in nature and are primarily located in pole type structures. A stick built office structure will remain in the county along with the foundry. The site as it remained in the county following annexation approval of A-6-16 was recently short platted into four lots. Two of the four lots make up this request for annexation into city limits.

## A-2-19: Annexation Photos of Subject Property

*West Hern Avenue  
looking east toward  
Atlas Rd. from interior:*



## A-2-19: Annexation Photos of Subject Property

*West Hern Ave. looking  
west toward the  
foundry (property pin):*



## A-2-19: Annexation Photos of Subject Property

*Looking north toward  
West Hanley from West  
Hern Avenue near the  
scale (property pin):*





## A-2-19: Annexation Photos of Subject Property

*Western portion of  
request "triangle piece"  
looking northwest  
toward West Hanley  
Avenue and Hawk's  
Nest development  
(property stake):*



## A-2-19: 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.**

## A-2-19: Annexation Department Comments ~ Finding #B11

**TRAFFIC:**

The proposed annexation would likely not adversely affect the surrounding area with regard to traffic, assuming that the use would be for a mini storage unit as described by the applicant. The ITE Trip Generation Manual predicts 0.85 trips per 1000 square feet of Industrial Park building (existing use) while a Mini Warehouse building (the most similar land use code to mini storage facilities defined in the ITE Trip Generation Manual) would generate only 0.29 trips per 1000 square feet. Atlas Road has the available capacity to accommodate additional traffic generated from the subject site.

*-Submitted by Chris Bosley, City Engineer*

## A-2-19: Annexation Department Comments ~ Finding #B11

**NEIGHBORHOOD CHARACTER & EXISTING LAND USES:**

This area is eclectic in the uses that make up the area. Some of the uses include: Single family housing to the north and east, a gun range to the south of the Prairie Trail as well as the Industrial Park. The subject property and associated county area owned by the applicant is used as a foundry with various other industrial uses which are appropriately zoned in the county for such uses (County Light Industrial).

## A-2-19: Annexation Generalized Land Uses



## A-2-19: Annexation Existing Zoning



## A-2-19: Annexation Proposed Annexation Agreement Language

### PLANNING:

1. Any structures within the subject properties that do not meet the uses by right for the requested C-17 zoning designation be converted to a use as allowed in C-17, obtain approval of a special use permit as defined in code to validate non-conforming use(s), or be demolished.
2. The applicant has expressed a need to use the proposed annexation properties as staging for construction activities. This is allowed by code, however, at the time of certificate of occupancy issuance for new development, the site(s) must be at a minimum cleared and graded, saving any trees onsite where feasible.
3. Any commercial standards deviation request resulting in blank walls and/or absence of glazing along a street frontage must provide a dense, continuous, irrigated landscape buffer to mitigate.



## A-2-19: Annexation Proposed Annexation Agreement Language

### PARKS:

4. A paved 10' trail along the south side of Hanley will be required to be built prior to certificate of occupancy. The entire trail must be built from the existing terminus to the existing Prairie Trail to the west, preventing piecemeal patchwork of trail improvements.
5. The applicant must work with the city to provide an acceptable form of perpetual protection of the trail location, if needed. This may be in the form of an easement or conveyance of additional right-of-way, or other means approved by the City Attorney. Any cost associated with this requirement will be borne by the developer.

### ADMINISTRATION & FINANCE:

6. Annexation fees for this request and A-6-16 must be resolved to the satisfaction of the city at the time of annexation recordation.



## A-2-19: Annexation Proposed Annexation Agreement Language

### **WASTEWATER:**

7. Extension of the public sewer “To and Through” subject properties, per code and policies of the city, must be provided.

### **WATER:**

8. Any additional main extensions 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 building permit.
9. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner’s expense.



## A-2-19: Annexation Action Alternatives

The City Council must consider this request and make appropriate findings:

- To approve**
- Deny**
- Deny without prejudice**

The findings worksheets are attached to your staff report.



## A-2-19: 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.





**CITY COUNCIL  
MEMORANDUM**

DATE: JUNE 18, 2019

FROM: MICHELLE CUSHING, CDBG COMMUNITY DEVELOPMENT SPECIALIST

RE: APPROVAL OF THE SUBMITTAL OF THE PLAN YEAR 2018 CAPER  
(Consolidated Annual Performance Evaluation Report)

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**DECISION POINT:**

- Approval of the submittal of the 2018 CAPER

**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 a Consolidated Annual Performance Evaluation Report (CAPER), allowing the public two weeks to share public comment. Two weeks of public comment were held between June 3, 2019 and June 18, 2019. Today's Public Hearing was advertised to the public in the following ways: Coeur d'Alene Press notice, website updates, and emails to 139 community stakeholders. The CAPER provides an overview of past year project outcomes and spending priorities.

**ATTACHMENT 1:** 2018 CAPER Financial

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to submit the 2018 CAPER to HUD for official review.

**DECISION POINT/ RECOMMENDATION:**

- Approval of the submittal of the 2018 CAPER

**ATTACHMENT 1  
2018 CAPER Financial**

<b>PY 2018 Project Funding</b>	<b>Project Status</b>	<b>Projects</b>
<b>\$5,000.00</b>	<b>Completed</b>	<b>Lake City Center’s Meals on Wheels Grant</b>
<b>\$14,600.00</b>	<b>Survey in process, Environmental Complete for possible sidewalk project</b>	<b>Sidewalk Improvement in LMI census tract—21<sup>st</sup> and Sherman, north to Fernan Elementary, a safe-routes-to-school corridor</b>
<b>\$51,377.75</b>	<b>16 Homes Rehabilitated in PY 2018</b>	<b>Emergency Minor Home Repairs and Accessibility Program (EMRAP)</b>
<b>\$191,820: Community Opportunity Grant</b>	<b>-1 Public Service Grant Draw Down in Full -2 Public Facility Grants in Bid Phase</b>	<b>Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)</b>
<b>\$55,678.25</b>	<b>Completed</b>	<b>Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)</b>
<b>Total Grant: \$318,476</b>		



# City of Coeur d'Alene 2018 CAPER Public Hearing

**Presented to the City of Coeur d'Alene's Mayor and  
City Council: June 18, 2019**

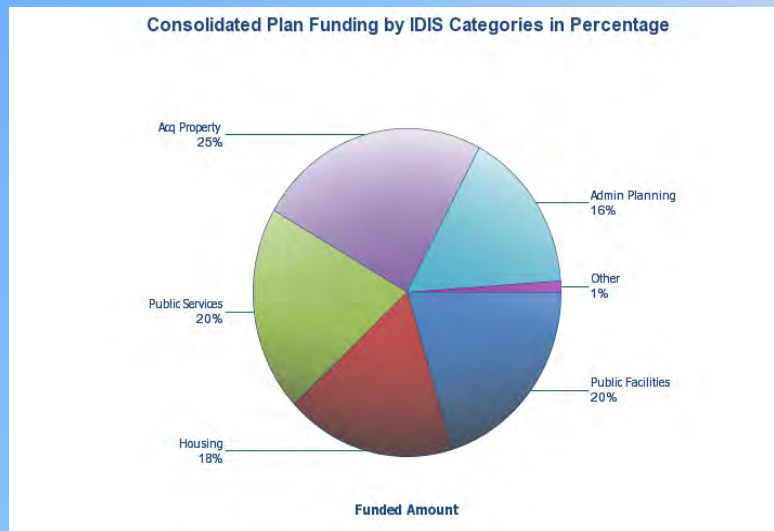


## Coeur d'Alene's CDBG History

- CDBG is a grant from the Housing and Urban Development Agency to support low-to-moderate income residents through specific allowable activities; these projects usually support LMI housing but can include public facility improvements and public service projects.
- The City first became eligible to receive funds in 2007 and has had 11 Plan Years to date totaling \$3,309,440 in awarded funds with \$2,646,895 allocated towards projects.



## Breakdown of Funding Categories 2008-2018



## CDBG Key Term

- **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 2019 Median Income determination for Kootenai County: \$64,600
  - LMI Example for 2019: For a household size of 2, 30% of LMI household income is < \$16,910, 50% is <\$25,850, and 80% is <\$41,400



## Selecting Activities Each Year

- **Activities must meet a National Objective (1. *Benefit to low-and-moderate income (LMI) persons, or 2. Aid in the prevention of slum and blight, or 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, the City must consider capacity of staffing, size of community and amount of allocation, and capacity of sub-recipient organizations**



## Consolidated 5-Year Plan Goals

- **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.



PY 2018 Project Funding	Project Status	Projects
\$5,000.00	Completed	Lake City Center's Meals on Wheels Grant
\$14,600.00	Survey in process, Environmental Complete for possible sidewalk project	Sidewalk Improvement in LMI census tract— 21 <sup>st</sup> and Sherman, north to Fernan Elementary, a safe-routes-to-school corridor
\$51,377.75	16 Homes Rehabilitated in PLAN YEAR 2018	Emergency Minor Home Repairs and Accessibility Program (EMRAP)
\$191,820: Community Opportunity Grant	-1 Public Service Grant Draw Down in Full -2 Public Facility Grants in Bid Phase	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)
\$55,678.25	Completed	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)
<b>Total Grant: \$318,476</b>		





## 2018 Goal Successes and Highlights

- Awarded \$191,820 in Community Opportunity Grants for PY 2018
- Completed 3 PY 2017 Community Opportunity Grants: Safe Passage, Trinity Group Homes, and NIC College Foundation
- Goals met: Neighborhood Revitalization, Sidewalk Improvement (in planning), and Public Service
- Three goals not funded: increase for sale, and rental, affordable housing, and economic development. Staff continues to look for partners to meet unmet goals.



## 2018 Community Opportunity Grants

- **NIC College Foundation, Inc. (\$42,770.40):** Public Service grant providing workforce training scholarships for LMI Coeur d'Alene residents of NIC.
- **Lake City Center (\$94,201.10):** Public Facility Rehab grant for drainage and exterior building improvements.
- **TESH, Inc. (\$52,251.00):** Public Facility Rehab grant re. interior energy efficiency modifications.



## 2018 EMRAP

- **16 Homes rehabilitated through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2018**
  - Heating Systems
  - Roofs
  - ADA Bathroom Installations
  - Electrical/plumbing



## EMRAP Spotlight



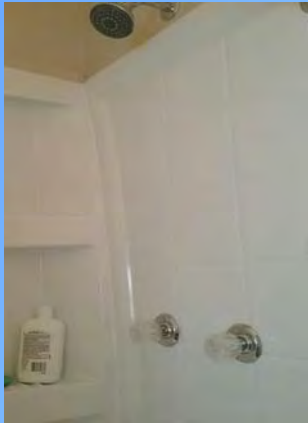
← Before  
&  
After →



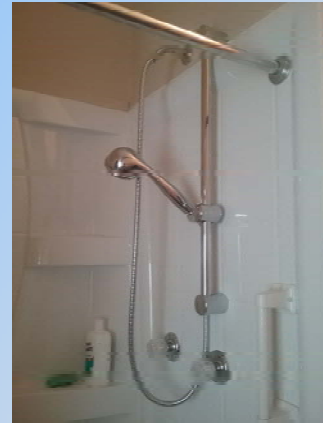
Water Damage & Structural Repair



# EMRAP Spotlight



← Before  
&  
After →



ADA Improvement Project



# EMRAP Projects in Motion



Water Abatement



Flooring  
Stabilization



Re-Roofing



## Lake City Center Grant \$5,000

- **Meals on Wheels is a home-delivered meals program for qualifying individuals 60 years of age or older who are frail or homebound by reason of illness or incapacitating disability.**
- **67+ Coeur d'Alene seniors served monthly**



## Action

- Take public comment
- Approve submittal of the City's 2018 CAPER

