

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

VISION STATEMENT

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

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

6:00 P.M.

JULY 1, 2014

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy, Candlelight 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. PRESENTATION:

1. Student Representative Experience

Presented by: Gabby Olscamp

2. Proclamation: Parks Day July 12, 2014

Presented by: Katie Kosanke, Urban Forestry Coordinator

3. McEuen Park Update

Presented by: Gordon Dobler, City Engineer

4. Presentation of the Quarterly Budget Update

Presented by: Vonnie Jensen, Deputy Finance Director

***NOTE:** The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.*

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

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

1. Approval of Council Minutes for June 17, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for July 7, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer and Wine License for TAF, LLC. d/b/a The Coeur d'Alene's; 1116 Ironwood Parkway, Troy Fausett (new)

As Recommended by the City Clerk

5. Approval of Beer and Wine License for Blazin' Wings d/b/a Buffalo Wild; 405 W. Neider Avenue, Buffalo Wild Wing, Inc. et al. (transfer from Sully's Pub)

As Recommended by the City Clerk

6. Approval of S-4-12, North Idaho College – Final Plat.

As Recommended by the City Engineer

7. Approval of **Resolution No. 14-026**

- a. Approval of S-2.03.m.1, Landings @ Waterford 12th Addition, Final Plat, Subdivision Improvement Agreement and Bond Security.

As Recommended by the City Engineer

- b. Approval of SS-5-14, Interstate Addition, Final Plat, Subdivision Improvement Agreement and Security.

As Recommended by the City Engineer

- c. Lease Agreement with the Hinderer Concessions for McEuen Park Harbor House concessions for the 2014 season.

As Recommended by Public Works

- d. Contract with Buddy's Backhoe Service for the 2014 Open Trench Project.

As Recommended by Public Works

- e. Agreement with Handshake Productions for the summer concert series in the City Park.

As Recommended by Public Works

- f. Agreement with North Idaho College for employment of School Resource Officers for the Districts Fiscal Year 2014-2015.

As Recommended by Public Works

- g. Agreement with Coeur d'Alene School District #271 for employment of School Resource Officers for the Districts Fiscal Year 2014-2015.

As Recommended by Public Works

Motion by _____, seconded by _____ to approve the Consent Calendar as presented, including **Resolution No. 14-026**.

*If a Councilman does not do so, ask the City Clerk to list the resolution items

*DISCUSSION

*ROLL CALL: McEvers __; Gookin __; Miller __; Evans __, Adams __.

*Motion carried/failed

G. ANNOUNCEMENTS

1. City Council
2. Mayor
 - a. Appointment of Student Representatives: Maxwell Evans and Maya Burgess (Alternate) to the Parks and Recreation Commission; Ashley Kaitz, and Jade Douglas (Alternate) to the Arts Commission; Cole O'Brien (reappointment), and Christian Cousins (Alternate) to the Planning Commission; Cassidee Smidt and Sydney Jackson (Alternate) to the Library Board; Mary McKenna Sudahl and Jaquar Ashtiani (Alternate) to the Pedestrian Bicycle Committee; Timber Lockhart to the Urban Forestry Committee; and Riley Ellingsen (Reappointment) and Madeline Hennig (alternate) to the Natural Open Space Committee.

Motion by _____, seconded by _____ to appoint Maxwell Evans and Maya Burgess (Alternate) to the Parks and Recreation Commission; Ashley Kaitz, and Jade Douglas (Alternate) to the Arts Commission; Cole O'Brien (reappointment), and Christian Cousins (Alternate) to the Planning Commission; Cassidee Smidt and Sydney Jackson (Alternate) to the Library Board; Mary McKenna Sudahl and Jaquar Ashtiani (Alternate) to the Pedestrian Bicycle Committee; Timber Lockhart to the Urban Forestry Committee; and Riley Ellingsen (Reappointment) and Madeline Hennig (alternate) to the Natural Open Space Committee.

*Discussion

*All in favor/opposed

*Motion carried/failed

3. Administrator's Report

H. PUBLIC WORKS

1. Approval of a Request to Exclude (De-Annex) Property from City Boundaries; 7635 N. Ramsey Road.

Motion by _____, seconded by _____ to approve the Request to Exclude (De-Annex) Property from City Boundaries; 7635 N. Ramsey Road, and direct staff to prepare an Ordinance.

*All in favor/opposed

*Motion carried/failed

I. OTHER BUSINESS

1. **Resolution No. 14-027** Approval of an Agreement with Welch Comer for the Four-corners BLM Corridor Master Plan and funding.

Staff Report by Bill Greenwood, Interim Parks Director

Motion by _____, seconded by _____ to Resolution No. 14-027, approving an Agreement with Welch Comer for the Four-corners BLM Corridor Master Plan and funding.

*DISCUSSION

*ROLL CALL: Gookin___; Miller ___; Evans ___; Adams ___; McEvers ___.

*Motion carried/failed

2. Discussion of Sound Study conducted by JGL Acoustics, Inc. re: Doyle's Warehouse.
Presentation by Mike Gridley, City Attorney

J. EXECUTIVE SESSION: Motion by _____, seconded by _____ to enter into Executive Session as provided by Idaho Code 67-2345 (1) § (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

*DISCUSSION

*ROLL CALL: Miller ___; Evans ___; Adams ___; McEvers ___; Gookin ___.

*Motion carried/failed

K. ADJOURN: Motion by _____, seconded by _____ that, there being no further business before the Council, this meeting be adjourned.

*All in favor/opposed

*Motion carried



Coeur d'Alene

CITY COUNCIL MEETING

July 1, 2014

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS

PROCLAMATION

WHEREAS, in 2008, the Parks Master Plan Committee proposed that a special day be set aside for an event to be called the Parks Day Celebration featuring Coeur d'Alene's great parks and trails; and

WHEREAS, this event will encourage citizens to learn more about Coeur d'Alene's expansive park and trail system and promote park use while enjoying free food, demonstrations, activities and entertainment; and

WHEREAS, the City of Coeur d'Alene provides a quality park system that offers a diverse range of experiences, preserves local resources, and provides a safe, pleasant, and enjoyable environment; and

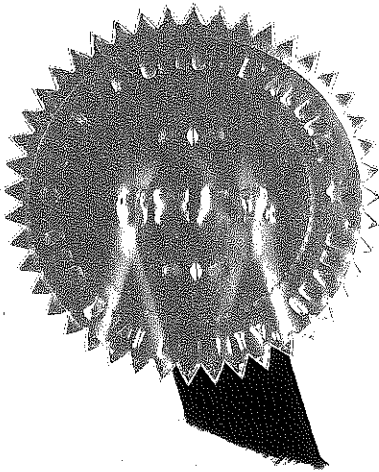
WHEREAS, parks in our city increase property values, enhance the economic vitality of business areas, promote an active, healthy lifestyle, and beautify our community; and

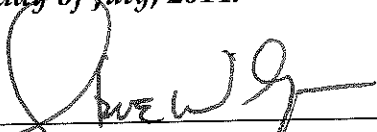
WHEREAS, the Parks Day Celebration will continue each year featuring different parks within the city to encourage citizens to become aware of the world-class park and trail system that Coeur d'Alene is proud to offer; and

NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim July 12th, 2014 as

"PARKS DAY CELEBRATION"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 1st day of July, 2014.




Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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 17, 2014

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 17, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

INVOCATION: Pastor Dave Hoit, Prairie Avenue Christian Center, provided the invocation.

AMENDMENT TO AGENDA: **Motion** by Gookin, seconded by McEvers to amend the order of the agenda to move the Public Hearings before Other Business items. **Motion Carried.**

PUBLIC COMMENTS:

Mike Nadeau, Coeur d'Alene, expressed concern regarding the bike trail along Mullan Avenue and 20th Street. He is concerned that the bike path is packed with people walking dogs, bikes, and now triathletes moving as fast as cars and that there will be a pedestrian vehicle accident. He recommends that there be a bike path on both sides of the street and that the City remove on-street parking. Councilmember Adams stated that the Parking Commission has discussed the idea of creating Young Avenue as a pedestrian only boulevard. Mr. Nadeau stated that he is more worried about the triathletes continuing to use Mullan Avenue. Councilman Gookin stated that there are other streets in the city with cars moving too fast and Mullan is one of several that are concerning. He stated that he has talked to the City Engineer and the Police Department, and law enforcement will enhance enforcement on Mullan Avenue.

CONSENT CALENDAR: **Motion** by McEvers, seconded by Gookin to approve the consent calendar as amended.

1. Approval of Council Minutes for June 3, 2014.
2. Approval of Bills as Submitted.

3. Setting of General Services and Public Works Committees meetings for June 23, 2014, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer and Wine License for the Country Club dba The Rocker Room; 216 E. Coeur d'Alene Avenue, Jack Tawney, Mike Lyou, and Dave Pulis (name change).
5. Approval of Beer and Wine License for the Bulwark Barber, LLC; 204 N. 3rd Street, Tanden Launder (new).
6. Approval of Beer and Wine License for the Daft Badger Brewing, LLC; 1710 N. 2nd Street, Darrell Dlouhy (new).
7. Approval of Cemetery lot transfer from Joseph and Frances Chapman to William Chapman; Lots 274, 284, and 294 Block A, Riverview, Forest Cemetery.
8. Approval of S-1-12.m, Cottage Grove Second Addition – final plat approval.
9. Approval of SS-4-14, Fruit Lands Second Addition – final plat approval.
10. Approval of **Resolution No. 14-023** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH COEUR D'ALENE NORTH HOMEOWNER'S ASSOCIATION FOR CITY OWNED PROPERTY; ISLES OF TROY, LOT 1, BLOCK 2, URD LAKE DISTRICT 1997, SECTION 14, TOWNSHIP 50N, RANGE 4 WEST; APPROVING A LEASE OF CITY-OWNED PARKING LOTS TO THE COEUR D'ALENE CHAMBER OF COMMERCE ON THE 4TH OF JULY; APPROVING A LEASE AGREEMENT WITH FATBEAM, LLC FOR FIBER TO 1424 E. SHERMAN AVENUE; AND APPROVING A LEASE AGREEMENT WITH EASTLAKE, LLC FOR RENTAL OF 1424 E. SHERMAN AVENUE FOR THE POLICE DEPARTMENT SUB-STATION.

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

COUNCIL ANNOUNCEMENTS:

Councilmember Adams stated that he will be out of town on Monday, so there will be no General Services Committee on that day, June 23, 2014. Any agenda items will be forwarded to the Public Works Committee which meets at 4:00 p.m. on that same day. He asked if the names of the people serving on the committee for the police chief recruitment could be made public. Mayor Widmyer stated that the list has been made public several times and is public information. He will ask that another press release with that information be sent out.

Councilmember Evans stated that the Arts Commission is looking for nominations for the Mayor's Art Awards, and encouraged citizens to fill out the nomination forms on the city website at www.cdavid.org.

Councilmember Gookin stated that city staff had a 3-on-3 basketball tournament fundraiser last night and thanked everyone for their participation.

Councilmember McEvers stated that Robert Singletary will be continuing his History of Coeur d'Alene series with a discussion of the 1950s on Thursday, June 25 from 7:00 to 9:00 p.m. in the Library Community Room. Additionally, he stated that he wanted to withdraw the motion he

made at the last City Council meeting regarding the hiring of the City Administrator. He believes it is in the best interest of the City to let the system of open recruitment move forward, although he still supports Mr. Tymesen. Councilmember Miller stated that she is good with the removal of the item, as she seconded the motion to allow a fellow councilmember to have their time to discuss the issue.

MAYOR ANNOUNCEMENT: The Mayor asked for a motion to approve the appointment of Tina Johnson to the Natural Open Space Committee.

MOTION: Motion by McEvers, seconded by Evans to approve the appointment of Tina Johnson to the Natural Open Space Committee. **Motion carried.**

ADMINISTRATOR'S REPORT: Interim City Administrator Troy Tymesen announced that the Coeur d'Alene 2030 Visioning Project is celebrating the community's vision for our city's future on Wednesday, June 25th, from 5:00 p.m. to 8:00 p.m. at the Live After Five Event on the corner of 6th & Sherman Avenue. He stated that the City is in the final stage, as there are a couple of modifications to the recirculating water system and some landscaping to be completed. Additionally, he reminded motorists who park at the new parking structure adjacent to McEuen Park that they must obtain a ticket from the automatic pay stations. The first two hours of parking is free; however, motorists must still display a ticket in their vehicle indicating what time they arrived. Three pay stations are located at the Third Street Entrance, and at the bottom of the stairs on 5th Street and 6th Street. He congratulated Assistant Water Superintendent Terry Pickel for passing his Class IV Water Distribution test last week. There are only 69 other Class IV water operators in Idaho. Colorful and creative artwork continues to pop up all over town as part of Coeur d'Alene's Utility Box Beautification project. The city's Arts Commission recently selected 18 new pieces of artwork created by 13 local artists that will soon be on display on utility boxes across the city – from Appleway, to Fourth Street, to Riverstone. Since the city implemented the beautification project three years ago, 35 utility boxes have been wrapped with the vinyl artwork created by artists, graphic designers, photographers, illustrators, and other individuals eager to share their artistic imagination. That number will increase to 53 once the latest art selections are installed later this summer. Local artists who have their talent on display include students from elementary, middle and high schools who have designed their own creations for 12 utility boxes at six schools. Mayor Steve Widmyer read to a group of Sorensen Magnet School students last Thursday before giving each student a book. The only requirement is the students are asked to read it to someone. The NIC wrestling team has distributed more than 13,000 books to elementary students through the Shirley Parker Reading program, which was established in 2002 in partnership with Parker Toyota. The program was named in honor of Doug Parker's late wife, Shirley, who was a big supporter of both reading and wrestling. The program puts at least one book in the hands of every first-grader in the Coeur d'Alene School District each year. Long-time, faithful Police Department Volunteer Coordinator Wally Connally passed away this weekend, at the age of 92. He started volunteering at the Police Department in 1995 and continued in his role until he reached the age of 90. Wally had an incredibly interesting life filled with service to his Country and community, and was named Hayden Veteran of the Year in 2009. Municipal Milestones, a monthly e-newsletter covering city news and events, employees, departments at work, and other timely city information and issues, made its debut on Tuesday, June 10th. The newsletter will be emailed on the second

Tuesday of each month. To view the newsletter and instructions for receiving a monthly email version, visit the city's website www.cdaid.org, and click on the icon on the lower left corner. Taking advantage of the seasonably warm temperatures street crews were able to begin spring striping and crosswalk painting. With 120 miles of centerline striping, and 1800 crosswalks/arrows revisited annually, crews will spend the majority of the summer accomplishing this task. Coeur d'Alene's Wastewater Utility Department received high honors from the Coeur d'Alene Chamber of Commerce's Education Committee for its outstanding commitment to education. Wastewater Superintendent Sid Fredrickson accepted the committee's A+ award for going above and beyond the call of duty in educating local youth about the city's cutting-edge wastewater treatment operation. Wastewater employees routinely provide tours of the plant where they explain the chemistry and technology involved in the treatment process. Specialized Needs Recreation is seeking volunteers ages 13 and up to help with Camp Allstars, a summer day camp for children with special needs. The camp runs Monday through Friday 9:00 a.m. to 3:00 p.m. for 11 weeks, June 9 through August 22. Volunteers choose their own schedule and it is not mandatory to volunteer every day. For more information, call Angie Goucher at 755-6781. Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

Resolution No. 14-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE CDA 2030 COMMUNITY VISION STATEMENT, STRATEGIES AND IMPLEMENTATION PLAN.

Dr. Buck stated that the CDA 2030 Vision project management team is requesting the City Council adopt the CDA 2030 Community Vision, Strategies and proposed Implementation Plan. This was intended to be a one year project with the past few months being concentrated effort of data review and consolidation of deliverables into a format that would be useful to the community. Two deliverables were the vision booklet, including a vision in each of the 6 focus areas, and an implementation plan. At the June 25th celebration the vision booklets will be available. He stated that the celebration will be a lot of fun and includes some giveaways and free cupcakes in celebration of the community plan. The deliverable of the implementation plan includes several items that participants have already been taking action upon, such as the "Let's Move" program with Panhandle Health District. Another example of an item already moving forward is the Four-Corner project and connecting bike trails. The group is working with partners to take on specific projects. He thanked Nicole Kahler and Chett Gaede for their tireless work. Within the implementation plan there are 78 action items identified for the City to lead, so he is asking the City to formally adopt the plan for the community benefit of moving forward.

MOTION: Motion by McEvers, seconded by Miller to approve Resolution No. 14-024 adopting the CDA Vision 2030 Community Vision Statement, Strategies, and Implementation Plan.

DISCUSSION: Mayor Widmyer thanked Dr. Buck, Steve Wilson, Nicole, and Chuck for their time and effort put into this strategic plan. Councilmember McEvers stated that he has watched Dr. Buck's enthusiasm over the past year and stated that he is very thorough in his work. He thanked Dr. Buck and his team for their dedication. Dr. Buck stated that it has been a fun and energizing project. Councilmember Adams stated that he has opposed this project from the beginning as he does not think it falls within the role of government. Additionally, there is an ideology behind these vision projects; specifically, Agenda 21 and sustainable development requirements. Councilmember Adams believes that these type of projects lead to property right restrictions. He encouraged the City Council and the community to conduct research into this ideology. Mayor Widmyer asked Councilmember Adams what would be a property right restriction. Councilmember Adams stated that examples would be sustainability and green building requirements, as well as when people are forced into things such as sprinkler systems. Additionally, he mentioned forced community involvement such as recycling. Mayor Widmyer clarified that the 2030 vision would not force such issues, as the City Council would create and vote on such restrictions. Councilmember Adams stated that he believes this is the initiation of such restrictions. Councilmember Gookin stated that special appreciation should be given to Mr. Gridley, as he championed this project. Mr. Gridley stated that the volunteers, those that filled out the survey and the public that brought forward their suggestions should also be thanked. Councilmember Miller clarified that the adoption of the resolution does not guarantee any funding or commitment for future funding.

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

Authorization to apply for a COPS Grant for three Police Officers.

STAFF REPORT: Interim Police Chief Ron Clark stated that the City has grown and attracts thousands of visitors every day. Additionally, calls for service and reported crimes have increased; therefore, he is requesting the ability to seek a grant for three years of funding for three police officers, with the fourth year being covered 100% by the City. He clarified that the grant must be applied to a specific program; and the city's program would be community policing. The first three years of financing would be \$375,000 of federal funding with the City's match of \$56,585 the first year, \$80,425 the second and \$190,932 for the third year. The fourth year the City would be responsible for the full amount of those three officers which will be approximately \$275,000.

MOTION: Motion by McEvers, seconded by Gookin to authorize staff to apply for a COPS grant for three Police Officers.

DISCUSSION: Councilmember McEvers clarified the city has applied for these grants before. Chief Clark stated that the Police Department applied last year, but they were not successful. Councilmember McEvers asked if the funding would need to go toward newly hired police. Chief Clark confirmed that they must be new hires. Councilmember Adams expressed concern about obligating the city to funds that we may not be able to sustain in the fourth year of the grant. Mr. Tymesen stated that there are at least three officer positions expected to be open through attrition, such as retirement, over the next four years. He also stated that these grants have been used in the past and he is very comfortable with this grant program. Councilmember Gookin stated that his

priority is to increase the number of Police Officers, and asked for clarification that this program would increase the number of Police Officers. Mr. Tymesen stated that it is an increase in officers; and that he was trying to clarify that the city could sustain the funding and that each year the City Council has the opportunity to determine if they want to increase staff but it would not be a financial burden at this point in time. Mayor Widmyer stated that within the discussion of attrition or retirement, there could be some restructuring at another level within the department.

Motion carried with Adams voting No.

Council Bill 14-1011

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 15.06.050 TO REQUIRE DEVELOPERS OF LARGE BUILDINGS TO EQUIP FIREFIGHTER EQUIPMENT ROOMS WITH FIREFIGHTING EQUIPMENT FOR USE IN EMERGENCIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

MOTION: Motion by McEvers, seconded by Adams to pass the first reading of Council Bill No. 14-1011.

DISCUSSION: Councilmember Gookin stated that he was concerned about the equipment rooms being empty and that helping the fire crews out is a good thing.

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

MOTION: Motion by McEvers, seconded by Evans to suspend the rules and to adopt Council Bill No. 14-1011 by its having had one reading by title only.

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

PUBLIC HEARINGS

Community Development Block Grant Plan Year 2013 Consolidated Annual Performance and Evaluation Report (CAPER) to be held June 17, 2014.

STAFF REPORT: Sherri Wastweet, Grant Administrator with Panhandle Area Council stated that the City is required by HUD to submit an annual performance report with a fifteen-day public comment period. The notice of the public comment period and notice of public hearing were published on June 2, 2014, and June 10, 2014, with the public comment period ending June 17, 2014. No comments have been received. Ms. Wastweet presented information regarding the annual use of entitlement program funds and reiterated that the funds need to be used to benefit low to moderate income citizens. Projects included accessible sidewalks along Harrison Avenue and Foster Avenue, final payment of the Homestead property purchase, and emergency minor home repairs.

PUBLIC COMMENTS: Mayor Widmyer called for public comments with none being received.

MOTION: Motion by McEvers, seconded by Gookin to approve the Plan Year 2013 CAPER for submittal to HUD.

DISCUSSION: Councilmember McEvers asked what happened with the Habitat for Humanity home. Ms. Wastweet explained the Habitat waiting list has larger families than this small two-bedroom home will house and that they are looking to sell the home with a low-income deed restriction. Councilmember McEvers stated that the Emergency Minor Home Repair Program (EMRAP) is very popular and wondered if there is a chance to increase that line item. Ms. Wastweet stated that she would love to put more into the program every year and when there are funds left over from other projects, they are moved to EMRAP. Councilmember Gookin asked about the 16.3% administration fund. Ms. Wastweet stated that it was under the 20% cap that is allowable by HUD, which allows those funds to go into programs. Councilmember Miller stated that additional representatives from Panhandle Area Council were present and wanted to thank Cynthia Reyburn, Chief Financial Officer, and Jim Hammond, Executive Director for their work.

Motion carried.

Resolution No. 14-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO SETTING FEES FOR MILL RIVER LIFT STATION SURCHARGE & BOUNDARY LINE ADJUSTMENTS & FIREFIGHTER EQUIPMENT ROOM EQUIPMENT FEE AND ADOPTING THE IDAHO FIRE SERVICE ORGANIZATION RATE BOOK.

STAFF REPORT: Troy Tymesen, Finance Director stated that the fees requested tonight are new and more than a 5% increase, which required a public hearing. He explained that the boundary line adjustment fee of \$500.00 stems from the newly adopted subdivision ordinance. Mike Becker, Utility Project Manager, stated that the Mill River lift station surcharge came forward to cover the cost associated with increased capacity to the plant. JUB Engineering reviewed the density and made the recommendation to the master plan specifically for the Mill River area to include a \$450.00 per equivalent residential unit surcharge. Fire Chief Gabriel stated that the two items coming forward are important to the Fire Department. The firefighter equipment room requirement was added to the city code several years ago, during the recession; therefore, they avoided adding the equipment purchase at that time. He believes that this is the perfect time to ask for approval for the developers to pay for the equipment to the rooms required in high rise buildings. The Fire Department presented this information to NIBCA and received their support. The second fire related fee is the acceptance of the Idaho Fire Service Organization Rate Book which provides a standard for reimbursement rates to insurance companies and charge back amounts for mutual aid agreement usage throughout the state.

PUBLIC COMMENTS: Mayor Widmyer called for public comments with none being received.

MOTION: Motion by McEvers, seconded by to approve the Resolution No. 14-025 approving various fee increases within the Engineering, Wastewater, and Fire Departments.

DISCUSSION: Councilmember McEvers asked for clarification of the projected flow, and the effect of the capacity at the plant. Mr. Becker stated that this projection would only affect the capacity into the plant. Councilmember Miller asked if, during the performance analysis, they included upgrades at the plant, up keep, and replacement items. Mr. Becker stated that replacement would be paid for by other fees and this would be used to provide the level of service needed as long as the parameters of the analysis stay the same. He clarified that if a higher usage comes forward a new analysis would need to be done. Councilmember Evans asked if the firefighter equipment room fee would cover replacement of equipment over the years. Chief Gabriel stated that if the Fire Department breaks the piece of equipment they would replace it. Councilmember Miller asked how often the rooms would be inspected. Chief Gabriel stated that the rooms would be inspected once a month, and that the engine companies could do a review when they are in the area. Councilmember McEvers asked if the rate book applied to Forest Service work. Chief Gabriel stated that it would set the reimbursement rate.

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

MOTION: Motion by McEvers, seconded by Gookin, that there being no further business before the Council, this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 7:32 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

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

[Office Use Only] Amt Pd 200.00
 Rec No _____
 Date _____
 Date to City Council: 7/1/14
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<u>TAF LLC DBA THE COEUR D'ALENES</u>
Business Mailing Address	<u>POB 2423</u>
City, State, Zip	<u>COEUR D'ALENE, ID. 83816</u>
Business Physical Address	<u>1116 IRONWOOD PARKWAY</u>
City, State, Zip	<u>COEUR D'ALENE, ID. 83816</u>
Business Contact	Business Telephone: <u>208.665.7007</u> Fax: _____ Email address: <u>TAF-LLC@YAHOO.COM</u>
License Applicant	<u>TROY FAUSETT</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>TAF LLC</u>

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

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

[Office Use Only] Amt Pd 75-
 Rec No 723528
 Date 06-23-2014
 Date to City Council: 07-02-14
 Reg No. _____
 License No. _____
 By _____

Date that you would like to begin alcohol service: SEPTEMBER 1, 2014

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from Sully's Pub, Inc. to Blazin' Wings, Inc. dba Buffalo Wild Wings	\$50.00 <i>\$1500</i>

Business Name	Blazin' Wings, Inc. dba Buffalo Wild Wings
Business Mailing Address	5500 Wayzata Blvd., 16th Floor
City, State, Zip	Minneapolis, MN 55416
Business Physical Address	405 W. Neider Ave.
City, State, Zip	Coeur d'Alene, ID 83815
Business Contact	Business Telephone : (925) 593-9943 Fax: (925) 593-9787
	Email address: Licensing@buffalowildwings.com
License Applicant	Blazin' Wings, Inc. dba Buffalo Wild Wings
If Corporation, partnership, LLC etc. List all members/officers	See Attached List

Name: Sally Jeanne Wold
Address: 7001 Dublin Road, Edina, MN 55439
Title: President and Director **SSN:** 502-84-8180
DOB: 01/07/1958
Idaho Resident: N

Name: Mary Jane Twinem
Address: 15015 N 44th Avenue, Plymouth, MN 55446
Title: Secretary and Treasurer **SSN:** 391-74-9836
DOB: 10/28/1960
Idaho Resident: N

Name: James Michael Schmidt
Address: 17325 N 25th Avenue, Plymouth, MN 55447
Title: Vice President **SSN:** 270-54-8996
DOB: 01/22/1960
Idaho Resident: N

Name: Emily Clark Decker
Address: 3155 Lafayette Ridge Road, Wayzata, MN 55391
Title: Vice President **SSN:** 476-11-2371
DOB: 2/28/1979
Idaho Resident: N

Name: Buffalo Wild Wings, Inc.
Address: 5500 Wayzata Blvd, 16th Floor, Minneapolis, MN 55416
Title: 100% Shareholder **FEIN:** 31-1455915
Incorporated: 12/19/1995 in Minnesota

**CITY COUNCIL
STAFF REPORT**

DATE: July 1, 2014
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: North Idaho College: Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a five (5) lot C-17PUD development.

HISTORY

- a. Applicant: North Idaho College
1000 W. Garden Avenue
Coeur d'Alene, ID 83814
- b. Location: North of River Avenue, between the Coeur d'Alene River and Northwest Blvd. on the previous site occupied by the DeArmond lumber mill.
- c. Previous Action:
 1. Preliminary plat approval by the CdA Planning Commission, November 2012.

FINANCIAL ANALYSIS

There are no financial agreements required for this final plat.

PERFORMANCE ANALYSIS

The streets in the noted development are under the jurisdiction of the College with easements granted to the public for use, however, the utility infrastructure belongs to the City. This arrangement allows for the College to utilize State DPW funds to maintain the streets and NIC security to patrol and manage the vehicle movements. The streets and infrastructure were previously installed during the Education Corridor reconstruction and were accepted by the City in 2013.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

NORTH IDAHO COLLEGE SUBDIVISION

A PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SURVEYORS' NOTES

1. CALCULATED INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF LINCOLN WAY AND THE EASTERLY EXTENDED NORTH BOUNDARY OF LOT 10, BLOCK 1, IS LOCATED 1.20' SOUTH AND 1.20' WEST OF THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE DRIVE AND THE EASTERLY EXTENDED NORTH BOUNDARY OF LOT 10, BLOCK 1.
2. CENTER POINT OF BLOCKS IS LOCATED PRIOR TO BEING SET.
3. (PER I&J AND OTHER I&J ENGINEERS, INC. RECORDS) RIGHT-OF-WAY, 120' WIDE, WAS LAYED OUT FOR THE BOUNDARY LINE RUNNING SOUTHERLY FROM THE INTERSECTION OF COLLEGE DRIVE AND THE EASTERLY EXTENDED NORTH BOUNDARY OF LOT 10, BLOCK 1, DURING THE PRELIMINARY FIELD WORK FOR THE SUBDIVISION. THE CENTER POINT OF THE BOUNDARY LINE WAS SET AT THE INTERSECTION OF COLLEGE DRIVE AND THE EASTERLY EXTENDED NORTH BOUNDARY OF LOT 10, BLOCK 1, AT THE ORIGINAL CORNER POSITION.
4. FOUND MONUMENT AS NOTED DURING THE PRELIMINARY FIELD WORK WAS SET AT THE INTERSECTION OF COLLEGE DRIVE AND THE EASTERLY EXTENDED NORTH BOUNDARY OF LOT 10, BLOCK 1, AT THE ORIGINAL CORNER POSITION.
5. FOUND MONUMENT AS NOTED DURING THE PRELIMINARY FIELD WORK WAS SET AT THE INTERSECTION OF COLLEGE DRIVE AND THE EASTERLY EXTENDED NORTH BOUNDARY OF LOT 10, BLOCK 1, AT THE ORIGINAL CORNER POSITION, NEW CORNER TO BE FIELD.

RECORD INFORMATION

- R1: PLAT OF FORT SHERMAN ADJUTANT GENERAL RESERVE, BOOK 8 OF PLATS, RECORDS OF KOOTENAI COUNTY.
- R2: PLAT OF TAYLOR'S PARK, BOOK 8 OF PLATS, PAGE 90, RECORDED MAY 18, 1928, RECORDS OF KOOTENAI COUNTY.
- R3: RECORDS OF KOOTENAI COUNTY, PLANNING DEPARTMENT, DATED JULY 10, 2003, RECORDING NUMBER 1812851, RECORDS OF KOOTENAI COUNTY.
- R4: RECORD OF SURVEY BY DARRELL G. PAMIS, DATED APRIL 8, 2010, RECORDING NUMBER 1847203, RECORDS OF KOOTENAI COUNTY.
- R5: RECORD OF SURVEY BY DARRELL G. PAMIS, DATED APRIL 8, 2010, RECORDING NUMBER 1847203, RECORDS OF KOOTENAI COUNTY.
- R6: W.A. CITY PLANNING SURVEY, PLAT NUMBER 23, UNDATED, UNRECORDED.
- R7: EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER INSTRUMENT NUMBER 1921360, RECORDS OF KOOTENAI COUNTY.
- R8: EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER INSTRUMENT NUMBER 1921360, RECORDS OF KOOTENAI COUNTY.

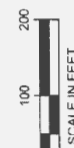
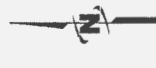
LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4555", UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 4505", UNLESS OTHERWISE NOTED
- FOUND PK. NAIL
- FOUND RICK PIPE
- FOUND NAIL AND WASHER
- ⊗ FOUND CHEELED "X" ON CONCRETE
- ⊕ FOUND "J" ALUMINUM CAP MARKED "PLS 6374"
- ⊙ SET 2" ALUMINUM CAP MARKED "PLS 13419 2014"
- SET 5/8" X 30" REBAR WITH PLASTIC CAP MARKED "J&B END PLS 13419"
- SET CONCRETE NAIL AND TAG MARKED "PLS 13419"
- SET CONCRETE NAIL AND TAG IN SIDEWALK, MARKED "PLS 13419"
- △ CALCULATED POINT, NOTHING FOUND OR SET

EXISTING FENCE
 RIGHT-OF-WAY DEDICATED TO THE CITY OF COEUR D'ALENE (152.5' AC. OR 21.653 S.F.)
 P.O.B. POINT OF BEGINNING



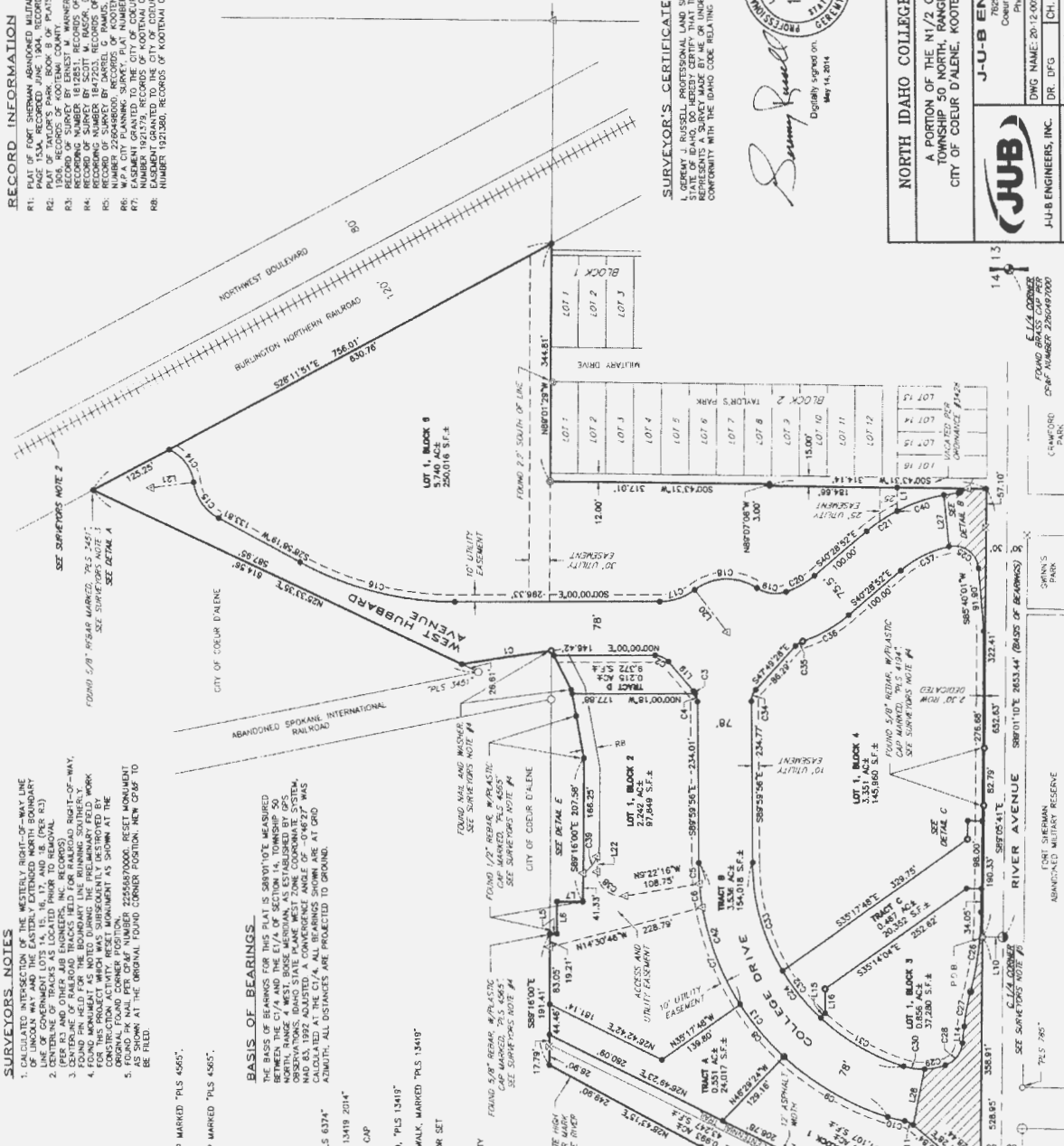
APPROXIMATE HIGH WATER MARK, SPokane RIVER



SCALE IN FEET

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS SUBMITTED MEASURED BETWEEN THE C1/A AND THE E17/A OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. OBSERVATIONS, IDAHO STATE PLANE WEST ZONE COORDINATE SYSTEM, NAD 83, 1992 ADJUSTED, A CONVERGENCE ANGLE OF -0462.27" WAS USED TO CORRECT THE BEARINGS TO THE STATE PLANE. AT GRID ADJUST, ALL DISTANCES ARE PROJECTED TO GROUND.



SURVEYOR'S CERTIFICATE
 I, GERRY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, HEREBY CERTIFY THAT THE FOREGOING PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS CONFORMITY WITH THE IDAHO CODE RELATING TO PLATS AND SUBDIVISIONS.
 Digitally signed on: May 14, 2014
 GERRY J. RUSSELL
 LAND SURVEYOR
 13419
 IDAHO
 PROFESSIONAL SURVEYOR

NORTH IDAHO COLLEGE SUBDIVISION
 A PORTION OF THE N1/2 OF SECTION 14,
 TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

J-U-B ENGINEERS, INC.
 1111 W. MAIN ST., SUITE 100
 COEUR D'ALENE, IDAHO 83815
 Phone: 208.762.8787
 Fax: 208.762.8787

J-U-B ENGINEERS, INC.
 DWG NAME: 2012-005_V.PB.PLAT
 DR. DFG CH. GJR SHEET 1 OF 3
 DATE: May 2014 PROJ. NO.: 2012-005

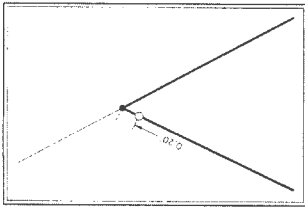


NORTH IDAHO COLLEGE SUBDIVISION

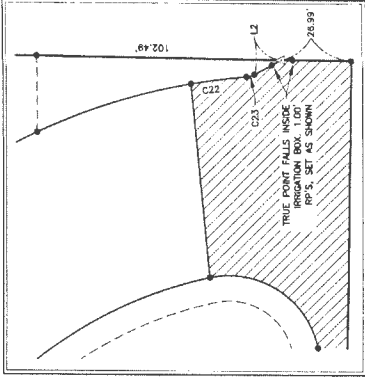
A PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PLAT BOOK _____ PAGE _____
INST. NO. _____

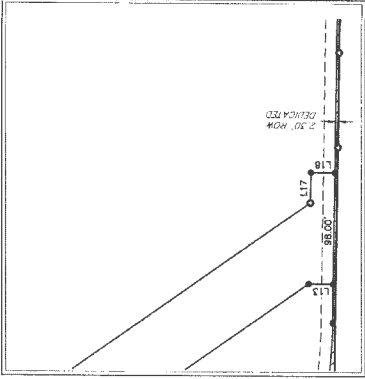
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	131.23'	5779.14'	118.04°	N89°15'24"W	131.23'
C2	22.03'	25.00'	50°28'50"	N25°14'25"E	21.32'
C3	4.66'	25.00'	10°40'10"	N55°48'54"E	4.65'
C4	12.59'	25.00'	28°51'05"	N75°34'37"E	12.48'
C5	30.17'	389.00'	42°2'38"	N87°46'42"E	30.16'
C6	34.70'	389.00'	50°6'40"	N83°00'03"E	34.69'
C7	151.76'	389.00'	222°1'07"	N69°16'09"E	150.80'
C8	39.01'	389.00'	143°3'58"	N52°48'08"E	38.74'
C9	175.48'	389.00'	255°0'45"	N25°15'14"E	173.99'
C10	25.28'	171.00'	8°28'09"	N13°25'47"E	25.25'
C11	13.89'	25.00'	31°48'44"	N25°06'35"E	13.71'
C12	64.07'	135.00'	59°40'52"	N68°58'57"E	62.72'
C13	491.11'	389.00'	72°0'09"	N53°49'55"E	459.14'
C14	61.59'	62.00'	56°55'17"	S53°57'53"W	59.09'
C15	65.31'	70.00'	53°27'12"	S55°41'56"W	62.86'
C16	233.11'	461.00'	265°8'19"	S14°29'10"W	230.63'
C17	54.27'	83.00'	37°27'46"	S16°43'53"E	53.31'
C18	96.18'	171.00'	71°34'20"	S31°40'35"E	90.05'
C19	44.20'	48.00'	52°43'30"	S27°43'50"W	42.65'
C20	47.65'	125.00'	21°48'57"	S28°33'54"E	47.34'
C21	51.50'	237.50'	12°54'27"	S34°01'38"E	53.91'
C22	21.56'	237.50'	57°2'05"	S27°37'33"E	21.56'
C23	3.28'	9.50'	19°46'54"	S14°54'58"E	3.26'
C24	392.64'	311.00'	72°20'08"	N53°49'56"E	367.67'
C25	56.98'	35.00'	98°09'45"	S38°35'08"W	52.89'
C26	118.72'	489.00'	14°13'35"	N81°57'53"W	116.42'
C27	52.28'	131.00'	9°02'58"	N79°21'35"W	52.22'
C28	43.34'	39.00'	63°40'18"	N52°02'55"W	41.14'
C29	30.37'	93.00'	18°04'51"	N17°40'21"W	30.83'
C30	50.51'	93.00'	18°47'46"	N87°15'08"E	50.37'
C31	140.29'	311.00'	25°50'45"	N30°35'14"E	138.10'
C32	68.03'	311.00'	18°13'07"	N51°37'10"E	67.74'
C33	184.32'	311.00'	30°19'21"	N74°51'24"E	182.41'
C34	18.40'	25.00'	42°10'27"	S68°54'42"E	17.99'
C35	10.81'	25.00'	28°29'54"	S33°09'01"E	10.67'
C36	77.00'	290.50'	22°00'17"	S29°28'43"E	76.53'
C37	78.13'	182.00'	27°59'08"	S26°29'18"E	78.34'
C38	61.15'	35.00'	109°06'16"	N40°40'52"E	53.66'
C39	30.14'	50.00'	36°48'44"	N49°09'09"W	31.59'
C40	71.91'	337.50'	17°29'48"	S18°54'00"E	71.63'
C41	17.85'	50.00'	20°34'30"	N78°41'13"W	17.88'
C42	216.62'	389.00'	31°54'26"	S74°02'48"W	213.84'



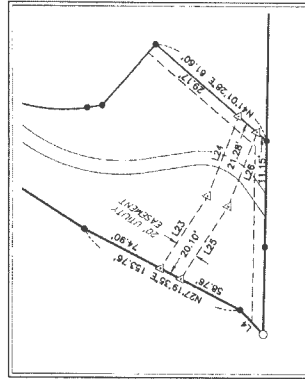
DETAIL A
NOT TO SCALE



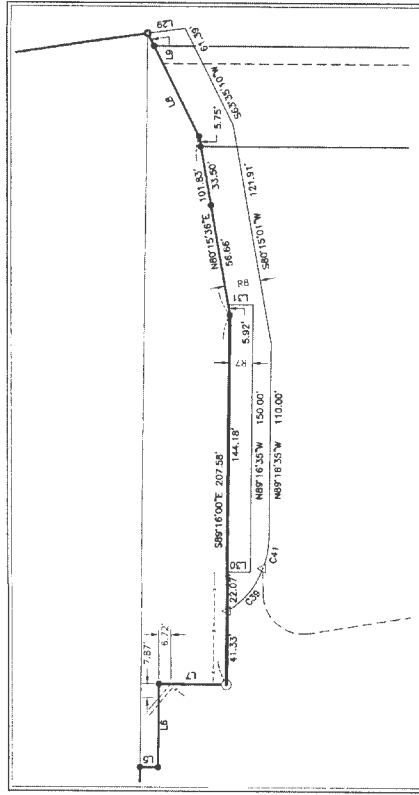
DETAIL B
NOT TO SCALE



DETAIL C
NOT TO SCALE



DETAIL D
NOT TO SCALE



DETAIL E
NOT TO SCALE

LINE #	DIRECTION	LENGTH
L24	S68°58'47"E	75.11'
L25	S56°38'27"E	76.14'
L26	S68°38'47"E	69.83'
L27	S64°37'15"W	25.90'
L28	S78°24'25"E	63.34'
L29	S27°36'13"E	21.11'
L30	N40°21'33"E	13.00'
L31	S27°21'33"W	14.03'

LINE #	DIRECTION	LENGTH
L13	N40°54'26"E	21.53'
L14	N43°53'04"W	24.19'
L15	S46°29'24"E	8.54'
L16	N60°00'00"E	35.98'
L17	N69°05'34"W	26.72'
L18	N40°54'19"E	20.91'
L19	N50°28'50"E	55.90'
L20	N52°32'14"E	77.00'
L21	S27°14'08"E	62.00'
L22	S89°16'00"E	22.19'
L23	S89°58'27"E	76.03'

LINE #	DIRECTION	LENGTH
L1	N89°06'38"W	34.07'
L2	S48°47'57"E	12.17'
L3	N46°35'49"E	29.26'
L4	S27°27'00"W	10.98'
L5	S89°16'01"E	46.82'
L6	N63°35'45"E	26.38'
L7	S27°28'08"W	37.76'
L8	N63°35'45"E	7.87'
L9	N63°35'45"E	26.38'
L10	N63°07'33"E	30.03'
L11	N48°56'32"W	71.26'
L12	N69°51'29"W	13.26'

NORTH IDAHO COLLEGE SUBDIVISION
A PORTION OF THE N1/2 OF SECTION 14,
TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



J-U-B ENGINEERS, Inc.
7825 Meadowside Way
Coeur d'Alene, Idaho 83815
Phone: 208-762-8787



Sunny Reed
Digitally signed by Sunny Reed
May 14, 2014

J-U-B ENGINEERS, INC. DR. DFG CH. GJR
SCALE: 1"=100' DATE: May 2014 SHEET 2 OF 3
PROJ. NO.: 20-12-005

*L3 INTENTIONALLY MISSING

NORTH IDAHO COLLEGE SUBDIVISION

A PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PLAT BOOK _____ PAGE _____
INST. NO. _____

OWNERS' CERTIFICATE

I, HEREBY CERTIFY THAT THE NORTH IDAHO COLLEGE, A COMMUNITY COLLEGE DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE, FORMERLY KNOWN AS NORTH IDAHO COLLEGE, FORMERLY KNOWN AS NORTH IDAHO COLLEGE, IS THE RECORD OWNER OF THE REAL PROPERTY SHOWN HEREON, HAS CAUSED THE MERIDIAN, TOWNSHIP, RANGE AND BLOCKS AS PLATTED HEREON, TO BE KNOWN AS NORTH IDAHO COLLEGE SUBDIVISION, BEING SITUATED IN SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 14 (FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION BEARS S89°15'41"W, 2653.44 FEET); THENCE N02°07'33"E, 300.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF RIVER AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°05'41"W, ALONG SAID RIGHT-OF-WAY LINE, 228.95 FEET TO THE APPROXIMATE HIGH WATER MARK OF SPOKANE RIVER AS SHOWN ON RECORD OF SURVEY FOR COEUR D'ALENE CITY, RECORDED AS INSTRUMENT NUMBER 1812851, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG SAID HIGH WATER MARK THE FOLLOWING FIVE (5) COURSES:

1. N46°35'49"E, 28.26 FEET;
2. N27°19'35"E, 153.76 FEET;
3. N25°55'46"E, 176.96 FEET;
4. N25°55'46"E, 176.96 FEET;
5. N28°43'12"E, 249.90 FEET TO THE NORTH LINE OF GOVERNMENT LOT 18 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S85°16'00"E, ALONG SAID NORTH LINE, 191.41 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 18; THENCE S00°27'00"W, ALONG THE EAST LINE OF SAID LOT 18, 10.08 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN QUILTAM DEED DATED DECEMBER 29, 2004, RECORDED AS INSTRUMENT NUMBER 1921377; THENCE ALONG SAID SOUTH LINE THE FOLLOWING FIVE (5) COURSES:

1. S89°16'01"E, 453.74 FEET;
2. S89°16'01"E, 453.74 FEET;
3. S89°16'01"E, 207.58 FEET;
4. N07°15'35"E, 101.83 FEET;
5. N83°45'45"E, 641.8 FEET;

THENCE 131.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5779.14 FEET, THROUGH A CENTRAL ANGLE OF 178°04", SAID CURVE HAVING A LONG CHORD WHICH BEARS N03°52'24"W A CHORD DISTANCE OF 131.23 FEET; THENCE N25°33'35"E, 587.95 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GOVERNMENT LOT 8 AND THE WEST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD AS SHOWN ON RECORD OF SURVEY FOR COEUR D'ALENE CITY, RECORDED AS INSTRUMENT NUMBER 1812851, RECORDS OF KOOTENAI COUNTY; THENCE S28°03'33"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 317.21 FEET TO THE POINT OF BEGINNING, LEAVING SAID BOUNDARY LINE, 330.00 FEET TO THE EAST LINE OF LOTS 17, 21, 22, 23, AND 24, BLOCK 2 OF SAID PLAT; THENCE S00°43'31"W, ALONG THE WEST BOUNDARY LINE OF SAID PLAT, 317.21 FEET; THENCE N89°07'06"W, LEAVING SAID BOUNDARY LINE, 330.00 FEET TO THE EAST LINE OF LOTS 17, 21, 22, 23, AND 24, BLOCK 2 OF SAID PLAT; THENCE S00°43'31"W, ALONG SAID EAST LINE, 314.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF RIVER AVENUE AS SHOWN ON SAID SURVEY; THENCE N89°05'41"W, ALONG SAID RIGHT-OF-WAY LINE, 852.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.80 ACRES, MORE OR LESS, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR APPEARING ON SAID TRACT.

A PERMANENT NON-EXCLUSIVE ACCESS EASEMENT IS HEREBY GRANTED TO THE PUBLIC ON ALL OF TRACTS A, B, C, D, AND E FOR PEDESTRIAN AND VEHICULAR TRAFFIC.

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE OVER THE ENTIRE WORK OF TRACT B (WEST HUBBARD AVENUE AND COLLEGE DRIVE) ALONG WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SANITARY SEWER LINES AND SANITARY STRUCTURES, FENCE NOR EASEMENT SHALL BE CONSTRUCTED OTHER THAN STREETS AND SIDEWALKS AND SIDEWALKS SHALL BE CONSTRUCTED OTHER THAN STREETS AND SIDEWALKS NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED EXCEPT GRASS WITHIN SAID EASEMENT; NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

A PERMANENT EASEMENT IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE AS SHOWN ON LOT 1, BLOCK 2 FOR THE PURPOSE OF EMERGENCY VEHICLE ACCESS, NO BUILDING, STRUCTURE, FENCE NOR EASEMENT SHALL BE CONSTRUCTED OTHER THAN STREETS AND SIDEWALKS NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED EXCEPT GRASS WITHIN SAID EASEMENT; NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

EASEMENTS 10 FEET IN WIDTH ARE HEREBY GRANTED TO THE CITY OF COEUR D'ALENE ALONG THE RIGHT-OF-WAY LINES OF WEST HUBBARD AVENUE AND COLLEGE DRIVE AS SHOWN HEREIN FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES, NO BUILDING, STRUCTURE, FENCE NOR EASEMENT SHALL BE CONSTRUCTED OTHER THAN STREETS AND SIDEWALKS NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED EXCEPT GRASS WITHIN SAID EASEMENT; NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

AN EASEMENT 20 FEET IN WIDTH IS HEREBY GRANTED AS SHOWN ON TRACT E FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF A WATER LINE, NO BUILDING, STRUCTURE, FENCE NOR EASEMENT SHALL BE CONSTRUCTED OTHER THAN STREETS AND SIDEWALKS NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED EXCEPT GRASS WITHIN SAID EASEMENT; NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

DOMESTIC WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

UNLESS OTHERWISE SPECIFIED HEREON, UTILITY EASEMENTS AS SHOWN ARE HEREBY RESERVED UNTO THE CITY OF COEUR D'ALENE.

WE HEREBY DEDICATE TO THE PUBLIC FOREVER, IN THE NAME OF THE CITY OF COEUR D'ALENE, THE RIGHT-OF-WAY FOR RIVER AVENUE AS SHOWN HEREON.

ALL OR PART OF THE LAND BEING PLATTED HEREON IS SUBJECT TO:

1. CONDITIONS CONTAINED IN EASEMENT GRANTED TO WASHINGTON WATER POWER COMPANY PER BOOK 109 OF DEEDS, PAGE 79, RECORDS OF KOOTENAI COUNTY.
2. CONDITIONS CONTAINED IN EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER BOOK 115 OF DEEDS, PAGE 41, RECORDS OF KOOTENAI COUNTY.
3. CONDITIONS CONTAINED IN EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER BOOK 115 OF DEEDS, PAGE 54, RECORDS OF KOOTENAI COUNTY.
4. RESERVATIONS CONTAINED IN ONE OR MORE OF THE FOLLOWING DEEDS: BOOK 308 OF DEEDS, PAGE 129, RECORDS OF KOOTENAI COUNTY, BOOK 308 OF DEEDS, PAGE 137, RECORDS OF KOOTENAI COUNTY, BOOK 315 OF DEEDS, PAGE 344, RECORDS OF KOOTENAI COUNTY, INSTRUMENT NUMBER 1194514, RECORDS OF KOOTENAI COUNTY, INSTRUMENT NUMBER 1327349, RECORDS OF KOOTENAI COUNTY.
5. CONDITIONS CONTAINED IN EASEMENT GRANTED TO WASHINGTON WATER POWER COMPANY PER BOOK 343 OF DEEDS, PAGE 760, RECORDS OF KOOTENAI COUNTY.
6. CONDITIONS CONTAINED IN "NO BUILD" EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER INSTRUMENT NUMBER 1942139, RECORDS OF KOOTENAI COUNTY.
7. CONDITIONS CONTAINED IN EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER INSTRUMENT NUMBER 1921860, RECORDS OF KOOTENAI COUNTY.
8. CONDITIONS CONTAINED IN EASEMENT GRANTED TO AMSTA CORPORATION PER INSTRUMENT NUMBER 1968019, RECORDS OF KOOTENAI COUNTY.
9. CONDITIONS CONTAINED IN EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER INSTRUMENT NUMBER 2003172, RECORDS OF KOOTENAI COUNTY.
10. CONDITIONS CONTAINED IN EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE PER INSTRUMENT NUMBER 2003172, RECORDS OF KOOTENAI COUNTY.
11. CONDITIONS CONTAINED IN EASEMENT GRANTED TO CONTINENTAL OIL COMPANY PER BOOK 78 OF DEEDS, PAGE 103, RECORDS OF KOOTENAI COUNTY.

ON THIS 17 DAY OF June, 2014, BEFORE ME, A NOTARY FOR THE STATE OF IDAHO, PERSONALLY APPEARED, Joe Dunlap of NORTH IDAHO COLLEGE, A COMMUNITY COLLEGE DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE, FORMERLY KNOWN AS NORTH IDAHO COLLEGE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS SUCH.

Joe Dunlap, President
NAME _____ TITLE _____
NORTH IDAHO COLLEGE

STATE OF Idaho
COUNTY OF Kootenai

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OWNER'S PUBLIC IN HAND FOR THE STATE OF IDAHO
Joe Dunlap
NAME _____ TITLE _____
NORTH IDAHO COLLEGE

STATE OF Idaho
COUNTY OF Kootenai

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PLAT BOOK _____ PAGE _____
INST. NO. _____

CITY COUNCIL APPROVAL
THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY CITY OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____, 2014.

CITY OF COEUR D'ALENE, CLERK
CITY OF COEUR D'ALENE, CLERK

CITY OF COEUR D'ALENE, ENGINEER
CITY OF COEUR D'ALENE, ENGINEER

KOOTENAI COUNTY, TREASURER
KOOTENAI COUNTY, TREASURER

I HEREBY CERTIFY THAT THE TIMES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND PLATIFICATION HAVE BEEN PAID THROUGH _____, DATED THIS _____ DAY OF _____, 2014.

John Hoff
KOOTENAI COUNTY, TREASURER

HEALTH DISTRICT APPROVAL
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 59, CHAPTER 13, HAVE BEEN SATISFIED BASED ON A REVIEW OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RESUMED, IN ACCORDANCE WITH SECTION 59-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: 4/9/2014 HEALTH DISTRICT SIGNATURE: Nichole Roberts

KOOTENAI COUNTY, RECORDER
I HEREBY CERTIFY THAT THIS PLAT OF NORTH IDAHO COLLEGE SUBDIVISION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT _____ O'CLOCK _____ M., AND DULY RECORDED IN PLAT _____, THIS _____ DAY OF _____, 2014, AT _____ AS INSTRUMENT NUMBER _____.

KOOTENAI COUNTY RECORDER

KOOTENAI COUNTY, SURVEYOR
I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2014, I HAVE EXAMINED THIS PLAT OF NORTH IDAHO COLLEGE SUBDIVISION AND APPROVED THE SAME FOR RECORDING.

PROFESSIONAL LAND SURVEYOR
12463
STATE OF IDAHO
BOISE, IDAHO

SURVEYOR'S CERTIFICATE
I, CHERYL J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF NORTH IDAHO COLLEGE SUBDIVISION AND APPROVED THE SAME FOR RECORDING.

PROFESSIONAL LAND SURVEYOR
13419
STATE OF IDAHO
BOISE, IDAHO

Digitally signed by Summy Russell
May 14, 2014

ACKNOWLEDGEMENT
STATE OF Idaho
COUNTY OF Kootenai

ON THIS 17 DAY OF June, 2014, BEFORE ME, A NOTARY FOR THE STATE OF IDAHO, PERSONALLY APPEARED, Joe Dunlap of NORTH IDAHO COLLEGE, A COMMUNITY COLLEGE DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, NORTH IDAHO COLLEGE, FORMERLY KNOWN AS NORTH IDAHO COLLEGE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS SUCH.

Joe Dunlap, President
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STATE OF Idaho
COUNTY OF Kootenai

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DATE: 4/9/2014 HEALTH DISTRICT SIGNATURE: Nichole Roberts

KOOTENAI COUNTY, RECORDER
I HEREBY CERTIFY THAT THIS PLAT OF NORTH IDAHO COLLEGE SUBDIVISION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT _____ O'CLOCK _____ M., AND DULY RECORDED IN PLAT _____, THIS _____ DAY OF _____, 2014, AT _____ AS INSTRUMENT NUMBER _____.

KOOTENAI COUNTY RECORDER

KOOTENAI COUNTY, SURVEYOR
I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2014, I HAVE EXAMINED THIS PLAT OF NORTH IDAHO COLLEGE SUBDIVISION AND APPROVED THE SAME FOR RECORDING.

PROFESSIONAL LAND SURVEYOR
12463
STATE OF IDAHO
BOISE, IDAHO

SURVEYOR'S CERTIFICATE
I, CHERYL J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF NORTH IDAHO COLLEGE SUBDIVISION AND APPROVED THE SAME FOR RECORDING.

PROFESSIONAL LAND SURVEYOR
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Digitally signed by Summy Russell
May 14, 2014

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Joe Dunlap, President
NAME _____ TITLE _____
NORTH IDAHO COLLEGE

STATE OF Idaho
COUNTY OF Kootenai

RESOLUTION NO. 14-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT FOR S-2-03.M.1, LANDINGS @ WATERFORD 12TH ADDITION, FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT AND BOND SECURITY WITH MULLIGAN INVESTMENTS, LLC; APPROVING AN AGREEMENT FOR SS-5-14, INTERSTATE ADDITION, FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT AND SECURITY WITH INTERSTATE CONCRETE AND ASPHALT COMPANY; APPROVING A LEASE AGREEMENT WITH THE HINDERER CONCESSIONS FOR MCEUEN PARK HARBOR HOUSE CONCESSIONS FOR THE 2014 SEASON; APPROVING A CONTRACT WITH BUDDY'S BACKHOE SERVICE FOR THE 2014 OPEN TRENCH PROJECT; APPROVING AN AGREEMENT WITH HANDSHAKE PRODUCTIONS FOR THE SUMMER CONCERT SERIES IN THE CITY PARK; APPROVING AN AGREEMENT WITH NORTH IDAHO COLLEGE FOR EMPLOYMENT OF SCHOOL RESOURCE OFFICERS FOR THE DISTRICTS FISCAL YEAR 2014-2015; AND APPROVING AN AGREEMENT WITH COEUR D'ALENE SCHOOL DISTRICT #271 FOR EMPLOYMENT OF SCHOOL RESOURCE OFFICERS THE DISTRICTS FISCAL YEAR 2014-2015.

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

- A) Approving an Agreement for S-2-03.m.1, Landings @ Waterford 12th Addition, Final Plat, Subdivision Improvement Agreement and Bond Security with Mulligan Investments, LLC;
- B) Approving an Agreement for SS-5-14, Interstate Addition, Final Plat, Subdivision improvement Agreement and Security with Interstate Concrete and Asphalt Company;
- C) Approving a Lease Agreement with the Hinderer Concessions for McEuen Park Harbor House Concessions for the 2014 season;
- D) Approving a Contract with Buddy's Backhoe Service for the 2014 Open Trench Project;
- E) Approving an Agreement with Handshake Productions for the summer concert series in the City Park;
- F) Approving an Agreement with North Idaho College for employment of School Resource Officers for the Districts Fiscal Year 2014-2015;

- G) Approving an Agreement with Coeur d'Alene School District #271 for employment of School Resource Officers the Districts Fiscal Year 2014-2015;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, 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 or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 1st day of July, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk


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

ROLL CALL:

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

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: July 1, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Landings @ Waterford 12th Addition: Final Plat, Subdivision Improvement Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Tom Anderl
Mulligan Investment, LLC
PO Box 2350
Coeur d'Alene, ID 83816
- b. Location: Between Downing Lane and Huetter Road, in the southwest corner of the Landings subdivision development.
- c. Previous Action:
 1. Final plat of initial Landings @ Waterford to Landings 6th Addition, 1/2004 – 11/2011.
 2. Final plat Landings @ Waterford 7th Addition, June 2012
 3. Final plat of Landings @ Waterford 8th & 9th Additions, July 2012
 4. Final plat of Landings @ Waterford 10th & 11th Additions, January 2014.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$113,490.00 which covers the outstanding cost of the infrastructure installations that are yet to be installed that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the remaining outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the infrastructure installation has been completed. The developer has stated that all infrastructure installations will be complete by August 1, 2014.

DECISION POINT RECOMMENDATION

1. Approve the Subdivision Improvement Agreement and security.
2. Approve the final plat document.

THE LANDINGS AT WATERFORD TWELFTH ADDITION

A REPLAT OF LOT 1, BLOCK 3 OF THE LANDINGS AT WATERFORD TENTH ADDITION
 LYING IN THE NORTHWEST QUARTER OF SECTION 28,
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
 INSTRUMENT NO. _____



LEGEND

- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED 'PLS #187'
- SET 3/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED 'PLS #187'
- FOUND 3/8" REBAR WITH YELLOW PLASTIC CAP MARKED 'PLS #187'
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED 'PLS #187'
- FOUND 3/8" REBAR WITH 2" ALUMINUM CAP MARKED 'PLS #187'
- △ CALCULATED POINT, NOTHING FOUND ON SET

UNPLATTED

DETAIL A
SCALE 1" = 30'

DETAIL B
SCALE 1" = 30'

DETAIL C
SCALE 1" = 30'

DETAIL D
SCALE 1" = 30'

SCALE: 1" = 60'

NORTH

1. A CITY ENGINEERING

300 N. SCREIBER WAY, STE. 4
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208-822-2222

CHECKED BY: _____
 DRAFTED BY: _____
 SCALE: 1" = 60'
 DATE: 05/08/2014
 JOB NO. LCE 13-009

2

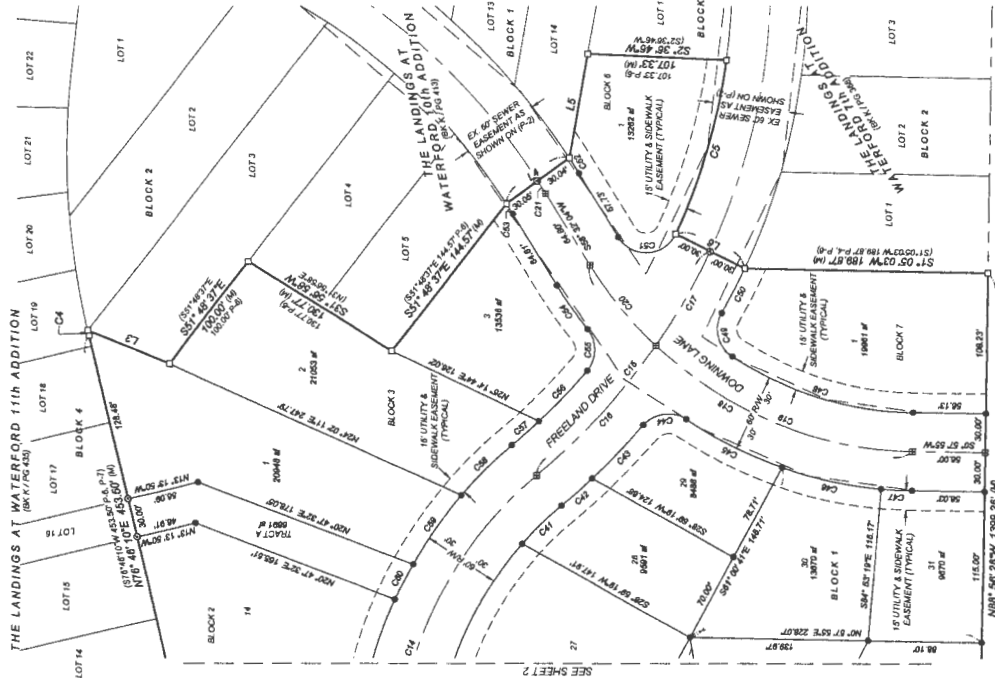
4

THE LANDINGS AT WATERFORD TWELFTH ADDITION

A REPLAT OF LOT 1, BLOCK 3 OF THE LANDINGS AT WATERFORD TENTH ADDITION
 LYING IN THE NORTHWEST QUARTER OF SECTION 28,
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.



VICINITY MAP
 SCALE: 1" = 1000"



LEGEND

- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 4182"
- SET 5/8" x 24" REBAR WITH 7" ALUMINUM CAP MARKED "XLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 4182"
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 4182"
- ⊙ FOUND 3/8" REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 4182"
- ⊚ FOUND 5/8" REBAR WITH 7" ALUMINUM CAP MARKED "XLS 4182"
- △ CALCULATED POINT, NOTHING FOUND ON SET

HAWKS NEST 4TH ADDITION
 (B.K. PC 272)

SCALE: 1" = 60'

BOOK: _____ PAGE: _____
 INSTRUMENT NO. _____

Curve #	Length	Radius	Delta	Chord	Bearing
C10	91.65	2028.88	1°19'00"	91.65	N47°12'52"E
C11	91.65	2028.88	1°19'00"	91.65	N48°10'31"E
C12	91.65	2028.88	1°19'00"	91.65	N48°23'24"E
C13	91.65	2028.88	1°19'00"	91.65	N48°36'17"E
C14	91.65	2028.88	1°19'00"	91.65	N48°49'10"E
C15	91.65	2028.88	1°19'00"	91.65	N49°02'03"E
C16	91.65	2028.88	1°19'00"	91.65	N49°14'56"E
C17	91.65	2028.88	1°19'00"	91.65	N49°27'49"E
C18	91.65	2028.88	1°19'00"	91.65	N49°40'42"E
C19	91.65	2028.88	1°19'00"	91.65	N49°53'35"E
C20	91.65	2028.88	1°19'00"	91.65	N50°06'28"E
C21	91.65	2028.88	1°19'00"	91.65	N50°19'21"E
C22	91.65	2028.88	1°19'00"	91.65	N50°32'14"E
C23	91.65	2028.88	1°19'00"	91.65	N50°45'07"E
C24	91.65	2028.88	1°19'00"	91.65	N50°58'00"E
C25	91.65	2028.88	1°19'00"	91.65	N51°10'53"E
C26	91.65	2028.88	1°19'00"	91.65	N51°23'46"E
C27	91.65	2028.88	1°19'00"	91.65	N51°36'39"E
C28	91.65	2028.88	1°19'00"	91.65	N51°49'32"E
C29	91.65	2028.88	1°19'00"	91.65	N52°02'25"E
C30	91.65	2028.88	1°19'00"	91.65	N52°15'18"E
C31	91.65	2028.88	1°19'00"	91.65	N52°28'11"E
C32	91.65	2028.88	1°19'00"	91.65	N52°41'04"E
C33	91.65	2028.88	1°19'00"	91.65	N52°53'57"E
C34	91.65	2028.88	1°19'00"	91.65	N53°06'50"E
C35	91.65	2028.88	1°19'00"	91.65	N53°19'43"E
C36	91.65	2028.88	1°19'00"	91.65	N53°32'36"E
C37	91.65	2028.88	1°19'00"	91.65	N53°45'29"E

Curve #	Length	Radius	Delta	Chord	Bearing
C38	24.47	270.00	0°28'22"	24.47	N77°00'28"E
C39	114.87	270.00	2°18'47"	113.71	S81°05'30"E
C40	150.00	270.00	3°07'51"	148.54	S81°02'00"E
C41	41.12	270.00	0°28'22"	41.12	S45°00'00"E
C42	31.69	330.00	1°29'54"	31.69	S47°30'42"E
C43	31.69	330.00	1°29'54"	31.69	S47°30'42"E
C44	36.01	25.00	87°13'38"	35.88	N07°43'19"W
C45	33.85	330.00	1°19'19"	33.85	S29°17'01"W
C46	80.20	330.00	4°06'44"	80.00	S17°04'05"W
C47	21.89	330.00	1°06'44"	21.87	S10°10'19"W
C48	148.87	270.00	3°17'23"	147.80	S15°15'12"W
C49	37.81	25.00	87°13'38"	37.81	S27°17'18"W
C50	36.00	630.00	0°17'58"	36.00	S82°27'18"E
C51	53.76	24.00	123°14'14"	43.88	S02°10'07"E
C52	13.84	630.00	1°02'04"	13.84	N07°49'24"E
C53	9.37	470.00	1°02'04"	9.37	N17°10'33"E
C54	41.17	330.00	1°19'14"	41.17	N65°14'08"E
C55	34.00	330.00	0°58'11"	34.00	S27°23'54"E
C56	67.44	330.00	1°19'14"	67.44	S27°23'54"E
C57	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C58	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C59	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C60	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C61	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C62	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C63	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C64	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C65	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C66	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C67	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C68	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C69	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C70	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C71	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C72	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C73	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C74	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C75	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C76	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C77	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C78	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C79	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C80	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C81	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C82	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C83	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C84	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C85	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C86	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C87	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C88	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C89	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C90	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C91	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C92	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C93	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C94	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C95	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C96	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C97	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C98	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C99	63.72	330.00	1°19'14"	63.72	S27°23'54"E
C100	63.72	330.00	1°19'14"	63.72	S27°23'54"E

Curve #	Length	Radius	Delta	Chord	Bearing
C8	10.49	200.00	3°02'32"	10.49	S29°28'39"W
C9	71.74	200.00	21°18'47"	74.77	N43°11'10"E
C10	6.00	200.00	0°03'03"	6.00	S38°18'07"E
C11	31.67	200.00	0°50'07"	31.67	N47°32'32"E
C12	6.00	200.00	0°03'03"	6.00	N41°58'46"E
C13	34.36	200.00	0°25'22"	34.42	N41°28'46"E
C14	6.00	200.00	0°03'03"	6.00	N19°17'29"E
C15	108.23	200.00	6°41'16"	108.23	N77°18'19"E
C16	202.32	600.00	25°14'09"	218.54	S01°12'00"W
C17	158.00	600.00	19°29'31"	153.80	S47°06'42"E
C18	307.45	600.00	37°34'22"	284.82	S29°46'00"W
C19	221.20	300.00	42°10'28"	218.37	S22°08'00"W
C20	60.20	300.00	10°17'44"	79.87	S07°51'19"W
C21	11.85	600.00	1°20'01"	11.85	N07°30'02"E
C22	10.15	200.00	2°31'46"	10.15	N02°18'12"E
C23	1.82	200.00	0°29'37"	1.82	N01°20'17"E
C24	15.87	20.00	44°34'55"	15.12	N33°11'00"E
C25	54.79	60.00	82°40'23"	63.01	S14°12'00"W
C26	63.67	60.00	77°54'38"	68.47	S53°24'17"E
C27	37.88	60.00	43°10'47"	38.80	N07°23'16"E
C28	16.45	20.00	41°10'33"	16.07	S44°28'37"W
C29	7.87	20.00	22°20'07"	7.87	S77°32'12"E
C30	7.65	20.00	21°37'46"	7.61	S88°29'24"E
C31	64.82	60.00	74°23'24"	60.85	S81°52'26"E
C32	53.17	60.00	66°05'23"	60.70	N07°17'00"E
C33	78.41	60.00	60°00'00"	70.71	N45°00'00"W
C34	23.46	60.00	20°45'00"	23.37	S73°53'00"W
C35	20.00	20.00	100°00'00"	21.86	S03°34'46"E
C36	38.57	25.00	84°22'33"	34.86	S37°18'53"W
C37	61.38	200.00	1°10'20"	61.38	N78°53'26"E

CHECKED BY: _____
 DRAFTED BY: _____
 SCALE: 1" = 60'
 DATE: _____
 JOB NO: _____



2004 S. COEUR D'ALENE HWY. #254
 COEUR D'ALENE, IDAHO 83815
 PHONE: 208-878-0020

3

4

THE LANDINGS AT WATERFORD TWELFTH ADDITION

A REPLAT OF LOT 1, BLOCK 3 OF THE LANDINGS AT WATERFORD TENTH ADDITION
LYING IN THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.

DATED THIS _____ DAY OF _____ 20____.

CITY OF COEUR D'ALENE, CLERK _____

CITY OF COEUR D'ALENE, CITY ENGINEER _____

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF MALLIGAN INVESTMENTS, LLC FOR

RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS

DAY OF _____ 20____, AT _____ M. IN BOOK _____ OF PLATS.

PAGES _____, AS INSTRUMENT NUMBER _____.

FEE \$ _____.

COUNTY CLERK _____

JIM BRANNON, KOOTENAI COUNTY CLERK

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS

CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____ 20____.

DATED THIS _____ DAY OF _____ 20____.

KOOTENAI COUNTY TREASURER _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT

COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE

PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 20____.



HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 36, CHAPTER 13 HAVE BEEN

CONSIDERED AND APPROVED BY THE HEALTH DISTRICT OF COEUR D'ALENE, IDAHO.

EXEMPTIONS HAVE BEEN COMPLETED AND SURVEYS CERTIFIED AS AVAILABLE. SANITARY

RESTRICTIONS WILL BE ENFORCED BY THE HEALTH DISTRICT OF COEUR D'ALENE, IDAHO.

IF THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS _____ DAY OF _____ 20____.

PAWNAKOLE HEALTH DISTRICT _____

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT MALLIGAN INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY

DEDICATE TO THE CITY OF COEUR D'ALENE, IDAHO, THE LANDS SHOWN AS HARBORNE LANE, BAYVIEW DRIVE AND THIMMARE DRIVE

IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF

COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS

83P7" AT THE WEST CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE

NORTH CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE NORTH CORNER OF SAID

SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER OF SAID SECTION 28, BEING A

58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH

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CAP MARKED "XLS 83P7" AT THE EAST CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS

83P7" AT THE SOUTH CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE

SOUTH CORNER OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER

OF SAID SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER OF SAID

SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER OF SAID SECTION 28,

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SECTION 28, BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER OF SAID SECTION

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BEING A 58 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "XLS 83P7" AT THE SOUTH CORNER OF SAID SECTION 28, BEING

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OWNER'S CERTIFICATE AND DEDICATION

BE IT FURTHER KNOWN THAT:

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

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

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE GOVERNMENT CODES AND RESTRICTIONS RECORDED UNDER

INSTRUMENT NO. 184111, RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS

HEREON, AND THE CITY OF COEUR D'ALENE, IDAHO, IS THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT

RIGHTS OF WAY SHOWN AS HARBORNE LANE, BAYVIEW DRIVE AND THIMMARE DRIVE ARE HEREBY DEDICATED TO THE CITY OF

COEUR D'ALENE, IDAHO, TO BE USED AS THE CITY OF COEUR D'ALENE DRIVE AS THE SAME

THE UTILITY AND EXISTING EASEMENTS SHOWN HEREON ALONG SAID STREETS ARE HEREBY DEDICATED

TO THE CITY OF COEUR D'ALENE FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF

UTILITY LINES AND STRUCTURES NECESSARY FOR THE INSTALLATION, IMPROVEMENT AND MAINTENANCE OF

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NECESSARY FOR THE INSTALLATION, IMPROVEMENT AND MAINTENANCE OF SUCH UTILITIES AND STRUCTURES,

SURVEYOR'S CERTIFICATE

I, DAVID SCHWABER, PROFESSIONAL LAND SURVEYOR # 4185, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE

PLAT OF THE LANDINGS AT WATERFORD TWELFTH ADDITION IS BASED UPON AN ACTUAL FIELD SURVEY OF

THE LAND DESCRIBED HEREIN, AND THAT ALL CORNERS ARE SET AS SHOWN ON THIS PLAT, IN ACCORDANCE

WITH IDAHO CODE 36-1311 & 36-1303.

DATED _____

CHECKED BY: _____	DES: _____
DRAWN BY: _____	R.T.: _____
SCALE: _____	CDP: 0000014
DATE: _____	JOB NO.: _____
4	4
4	4

LAKE CITY ENGINEERING
300 N. SCARBOROUGH WAY, STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 208-678-0230

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS.

ON THIS _____ DAY OF _____ IN THE YEAR 20____, BEFORE ME

PERSONALLY APPEARED THOMAS G. ANDERSON, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF A MEMBER

OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR TO BE THE PERSON WHO CREATED THE

INSTRUMENT OR INSTRUMENTS, AND I, THE NOTARY PUBLIC, HAVE EXAMINED THE INSTRUMENTS AND HAVE

BEFORE ME, AND I HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE

PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES ON: _____

AGREEMENT TO PERFORM SUBDIVISION WORK
Landings at Waterford – 12th Addition

THIS AGREEMENT made this ____ day of July, 2014 between Mulligan Investments, LLC, whose address is PO Box 2350, Coeur d'Alene, ID, 83816, with Tom Anderl, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the Landings at Waterford 12th Addition, a fifty eight (58) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: concrete sidewalk installation, stormwater drainage facilities and appurtenances, signage, and, interior lot corner monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of August 2014. Said improvements are more particularly described on the submitted estimate dated June 24, 2014 attached as Exhibit "A", and, shown on the civil engineering drawings titled "The Landings at Waterford 12th Addition", dated March 20, 2014, signed and stamped by Drew Dittman, PE # 11138, whose address is Lake City Engineering, Inc., 3909 N Schreiber Way, Ste. 4, Coeur d'Alene, Idaho 83815, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount One Hundred Thirteen Thousand Four Hundred Ninety and 00/100 (**\$113,490.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Mulligan Investments, LLC



Tom Anderl, Managing Member

Landings at Waterford 12th Addition
 LCE 13-099
 Performance Bond Estimate
 June 24, 2014

Description	Unit	Quantity	% Complete	Unit Price	Total Remaining
Swales	LS	1	50%	\$19,500.00	\$9,750.00
Sidewalk	SF	27,940	50%	\$3.00	\$41,910.00
ADA Ramps	EA	22	0%	\$750.00	\$16,500.00
Signage	LS	1	0%	\$3,500.00	\$3,500.00
Property Monuments	EA	1	0%	\$2,500.00	\$2,500.00
Staking, Engineering, Etc.	LS	1	0%	\$1,500.00	\$1,500.00

Total: \$75,660.00
 150% Bond Increase: \$37,830.00
 Grand Total: \$113,490.00

IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 24681
DATE: JUNE 24, 2014
AMOUNT: \$113,490.00

City of Coeur d'Alene
Attn: Chris Bates
710 E. Mullan Ave
Coeur d'Alene, ID 83814

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 24681 in your favor for the account of Mulligan Investments, LLC, 1250 Northwood Center Ct., Ste A, Coeur d'Alene, ID 83814-2470, up to the aggregate amount of One Hundred Thirteen Thousand Four Hundred Ninety and 00/100-----Dollars (\$113,490.00) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before August 1, 2015, covering improvements at Landings 12th Addition, and accompanied by the following:

1. Beneficiary's signed statement certifying that: "Mulligan Investments, LLC, has failed to comply with the terms and conditions of the Agreement to perform subdivision work between Mulligan Investments, LLC, and the City of Coeur d'Alene, for improvements at Landings 12th Addition and that the amount drawn represents monies due the City of Coeur d'Alene."
2. Original of this Letter of Credit.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 24681".

Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, Loan Service Center, 176 South Post Street., Spokane, Washington 99201, on or before August 1, 2015.

All drawings under this credit will be governed by the Uniform Customs & Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

Sincerely,



Brad Stevens
Assistant Vice President
Washington Trust Bank

**CITY COUNCIL
STAFF REPORT**

DATE: July 1, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Interstate Addition: Final Plat, Subdivision Improvement Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Paul Franz
5111 East Broadway Avenue
Spokane Valley, WA 99212
- b. Location: Interstate Asphalt gravel pit site at the northwest corner of Kathleen Avenue and Building Center Drive.
- c. Previous Action:
 - Preliminary plat approval, June 2014

FINANCIAL ANALYSIS

The developer is furnishing cash security in the amount of \$18,203.35 which covers the outstanding cost of the infrastructure installations that are required to be installed for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and provided the required security for the outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the required improvements infrastructure installation has been completed. The developer has stated that all required installations will be complete by August 30, 2014.

DECISION POINT RECOMMENDATION

1. Approve the Subdivision Improvement Agreement and security.
2. Approve the final plat document.

ALL REQUIRED IMPROVEMENTS PER CITY STANDARDS



NO. DATE	1	1
DATE		
BY		
CHKD		
DATE		
BY		
CHKD		
DATE		

SITE IMPROVEMENT PLANS FOR:
CENTRAL PRE-MIX
 A DEVELOPMENT LOCATED IN THE CITY OF COEUR D'ALENE, IDAHO



ENGINEERS
 PLANNERS
 P. O. BOX 111
 COEUR D'ALENE, IDAHO 83814

INTERSTATE ADDITION S 1/2 SEC 35, T 51N, R 4W, BM, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST # _____

FND 2.5" 3289' AC IN CASE PER CP# #141817

FND 3" AC IN CASE PER CP# #1916540



STRATTON LAND SERVICES, INC.
1000 N. MAIN ST. SUITE 1
BOZEMAN, MT 59717
PHONE (406) 587-2854
WWW.STRATTONLAND.COM

INDEX
1/4" = 1' SEC 1, 2, 3, 4
51N, 4W

DATE: 4/28/14
DRAWN BY: RLS
SHT. 1 OF 2
PROJ # 14014

SURVEY FOR: **BEACON WEST**

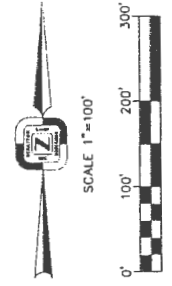


SURVEYS REVIEWED:

- (S1) PLAT OF FIRST ADDITION TO MEYERDALE BY GERRISH IN 1907 BK 'C' PG 3
- (S2) RECORD OF SURVEY BY BEDELL IN 1880 BK 2 PG 78
- (S3) PLAT OF PARK TERRACE BY SMITH IN 1892 BK 'I' PG 374
- (S4) RECORD OF SURVEY BY BLACK IN 1932 BK 11 PG 235
- (S5) RECORD OF SURVEY BY HONSAKER IN 1994 BK 16 PG 48
- (S6) PLAT OF RAMSEY MEADOWS SUBDIVISION BY WARNER IN 1985 BK 'C' PG 249
- (S7) PLAT OF ATLAS CENTER BY HONSAKER IN 1986 BK 'C' PG 341
- (S8) HIGHWAY RIGHT OF WAY PLAT BY AVON IN 1986 BK 'H' PG 1
- (S9) PLAT OF RAMSEY MEADOWS FIRST ADDITION BY RASOR IN 1999 BK 'Y' PG 127

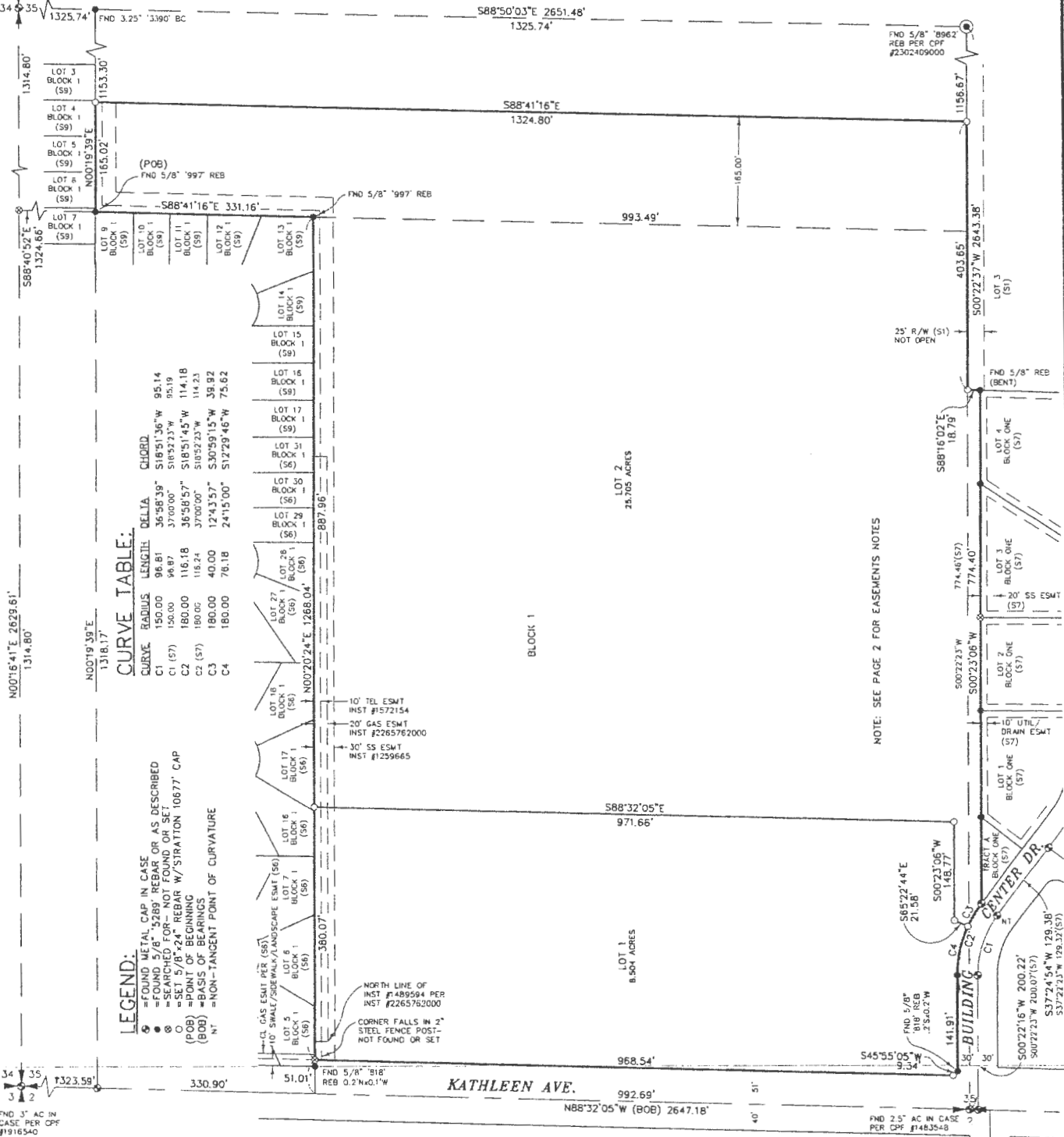
OBsolete CP#:

- 819104 1285790
- 835085 1382178
- 1046601 1382178
- 1174837 1398663
- 1254173 1528238



BASIS OF BEARINGS:
IDAHO STATE PLANE NAD 83 PER CITY OF COEUR D'ALENE. BEARINGS ON THIS DRAWING TO GEODETIC NORTH IS 0° 46' 59" AT THE SOUTHWEST CORNER OF SECTION 35.

EQUIPMENT USED:
RTK GPS



CURVE TABLE:

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	150.00	96.81	36°58'39"	51.651'36"W 95.14
C1 (S7)	150.00	98.87	37°00'00"	51.832'33"W 95.19
C2	180.00	116.18	36°58'57"	51.851'45"W 114.18
C2 (S7)	180.00	118.24	37°05'09"	51.932'33"W 114.23
C3	180.00	40.00	124°33'57"	53.059'15"W 38.82
C4	180.00	76.18	24°15'00"	51.279'46"W 75.02

NOTE: SEE PAGE 2 FOR EASEMENTS NOTES

AGREEMENT TO PERFORM SUBDIVISION WORK
Interstate Addition

THIS AGREEMENT made this ____ day of July, 2014 between Interstate Concrete and Asphalt Company, with Paul Franz, General Manager, whose address is 5111 East Broadway Avenue, Spokane Valley, WA, 99212, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the Interstate Addition, a two (2) lot commercial development, in Coeur d'Alene, situated in the South ½ of Section 35, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: concrete sidewalk and approach installation, pedestrian ramp installation, and, stormwater drainage facilities reconstruction, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of August, 2014. Said improvements are more particularly described on the submitted estimate dated June 24, 2014 attached as Exhibit "A", and, shown on the photo attached as Exhibit "B" by Steve Syrcle, PE # 11055, whose address is Tri-State Consulting Engineers, LLC, 1859 Lakewood Drive, Ste. 103, Coeur d'Alene, Idaho 83814, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, cash security in the amount Eighteen Thousand Two Hundred Three and 35/100 (**\$18,203.35**) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

INTERSTATE CONCRETE AND ASPHALT CO.

Steve Widmyer, Mayor



Paul Franz, General Manager

ATTEST:

Renata McLeod, City Clerk

Engineer's Estimate of Probable Cost
845 W. Kathleen - Central Pre-Mix
June 25, 2014

Item No.	Estimated Quantity	Description	Unit Price	Total Price
Preparation				
1	1 LS	Mobilization	\$500	\$500.00
1	1 LS	Clearing	\$0	\$0.00
2	0 CY	Strip Topsoil	\$1.56	\$0.00
			SUBTOTAL:	\$500.00
Grading				
3	305 SY	Excavation and Grading	\$5.00	\$1,525.00
			SUBTOTAL:	\$1,525.00
Ditch, Channel, and Water Quality				
4	1 Est.	Reshape Swale and Hydroseed	\$1,000.00	\$1,000.00
5	0 EA	600 Gallon Drywells	\$2,400.00	\$0.00
6	0 EA	Cement Concrete Curb Drops	\$33.00	\$0.00
			SUBTOTAL:	\$1,000.00
Asphalt Concrete Pavement				
7	60 SY	Asphalt Roadway Remove and replaced (2"/4")	\$23.60	\$1,416.00
8	0 SY	Asphalt Roadway 4.5"/7.5"	\$21.30	\$0.00
9	0 SY	Asphalt Pedestrian/Bike Trail (10' Wide)	\$13.75	\$0.00
			SUBTOTAL:	\$1,416.00
Other				
10	975 SF	Round Rock Weedless Strip w/Fabric	\$1.00	\$975.00
11	0 LF	Standard Curb & Gutter	\$9.21	\$0.00
12	3 EA	Pedestrian Ramps (new style per ADA)	\$1,350.00	\$4,050.00
13	975 SF	5' Cement Concrete Sidewalk	\$3.90	\$3,802.50
14	800 SF	40' Concrete Commercial Approaches (2)	\$4.10	\$3,280.00
15	0 LF	Dry Utilities	\$4.63	\$0.00
			SUBTOTAL:	\$12,107.50
			SUBTOTAL:	\$0.00
CONSTRUCTION TOTAL				\$16,548.50
Cash Security of 110% of construction total				\$18,203.35

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

Date: June 23, 2014
From: Bill Greenwood, Parks Director
SUBJECT: MCEUEN PARK HARBOR HOUSE CONCESSION LEASE AGREEMENT

DECISION POINT:

Does the Public Works Committee want to recommend to the City Council the approval of the Rotary Harbor House Concession lease to Hinderer Concessions?

HISTORY:

This is our first opportunity to lease this facility .The Harbor House Concession was completed this June and is ready to provide this service to park patrons.

FINANCIAL ANALYSIS:

Hinderer Concessions will pay \$4,500 for this season beginning July 3, 2014 and ending September 30, 2014. These funds will be placed in the Park Capital Improvement Fund

PERFORMANCE ANALYSIS:

We are offering a single season lease at this site for 2014. Hinderer Concessions will operate the concession area 7 days a week at the Rotary Harbor House. Staff will prepare a new RFQ early next year for the 2015 season.

DECISION POINT / RECOMMENDATION

Staff recommends that Roy Hinderer (Hinderer Concessions) be granted a lease for the 2014 season at the Rotary Harbor House. Does the Public Works Committee want to forward a recommendation to the City Council to enter into a lease agreement with Roy Hinderer for the 2014 season at the Rotary Harbor House Concession?

CONTRACT

THIS CONTRACT, made and entered this 2nd day of July, 2014, 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 ("City"), and Hinderer Concessions, a food concessions company duly organized and existing under and by virtue of the laws of the State of Idaho ("Vendor"), with its principal place of business at 7468 N Courcelles Parkway Coeur d'Alene, Idaho 83815.

WITNESSETH:

THAT, WHEREAS, Vendor has been awarded a permit for a food concession at McEuen Park Harbor House, according to plans, conditions, and specifications attached hereto as Exhibit "A", which by this reference is incorporated herein.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City, Vendor agrees that it will operate and maintain the food concession according to the plans and specifications contained in Exhibit "A".

Vendor agrees that it will indemnify, defend and hold the City harmless from all claims for injury to person or property resulting from the Vendor's actions or omissions in performance of this contract.

Vendor agrees to maintain Worker's Compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Vendor fail to maintain such insurance during the entire term hereof, Vendor will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Vendor will furnish to the City, prior to the granting of a permit, such evidence as the City may require demonstrating Worker's Compensation coverage.

Vendor, in consideration for the permit to operate and maintain the food concession at McEuen Park Harbor House, will pay to the City the sum of \$4,500.00, on or before July 7th, 2014. Payment shall be made to the City's Finance Department.

Vendor agrees that it will not assign its rights or obligations under this contract without the written consent of the City.

The City, in consideration of the Vendor agreeing to operate and maintain the food concession according to the plans and specifications contained in Exhibit "A" will issue the permit to the Vendor to operate the McEuen Park Harbor House concession stand for the period of July 4, 2014 to September 30, 2014.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Party of the Second Part has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

City of Coeur d' Alene
Kootenai County, Idaho

Hinderer Concessions

By: _____
Steve Widmyer, Mayor

By: _____

ATTEST:

Renata McLeod, City Clerk

**** Notary Page follows on next page ****

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of July, 2014, 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 July, 2014, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Hinderer Concessions**, and the person who executed the foregoing instrument on behalf of said _____, and acknowledged to me that such _____ 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: _____



CITY OF COEUR D'ALENE
PARKS DEPARTMENT

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

REQUEST FOR PROPOSALS
FOR
THE CITY OF COEUR D'ALENE
MCEUEN PARK
FOOD CONCESSIONS

REQUEST FOR PROPOSALS
FOR
THE CITY OF COEUR D'ALENE
MCEUEN PARK FOOD CONCESSIONS

The City of Coeur d'Alene is seeking proposals from qualified professionals for a sole source food concession provider for McEuen Park.

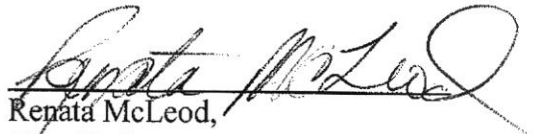
The complete Request for Proposals is available by obtaining a copy at the Customer Service Office at City Hall, 710 Mullan Ave., Coeur d'Alene, Idaho 83814, and (208) 769-2229. For further information, or questions regarding the proposal, please contact Bill Greenwood, Parks Director at (208) 769-2251.

A Pre-Submittal meeting will be held on June 5th, 2014 at 2:00 p.m. in the Old Council Chambers at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho.

Proposals will be accepted up to and until 4:00 p.m. on June 13th, 2014, in the City Clerk's Office, City of Coeur d'Alene, City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to the advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Dated this 28th day of May 2014.


Renata McLeod,
City Clerk

Publish: May 30, 2014; June 6, 2014

REQUEST FOR PROPOSALS
City of Coeur d'Alene
McEuen Park Food Concessions

The City of Coeur d'Alene, incorporated in 1887 as a township in the Territory of Idaho, today is a world-class resort city. Visitors from all over the world enjoy its beautiful green forests, sparkling lakes, its nationally recognized golf course, mountain sports, and other outdoor recreation. Coeur d'Alene covers 14.90 square miles and is the sixth largest city in Idaho with a population of approximately 44,000.

The City of Coeur d'Alene is currently seeking to establish a concessions service at McEuen Park.

PROJECT SCOPE:

1. Operate concessions stand in the Harbor House at McEuen Park.
2. The party to whom the permit is awarded will be required to execute the permit within ten (10) calendar days from the date when 'Notice of Award' is delivered. The 'Notice of Award' shall be accompanied by the necessary permit agreement. In case of failure of the vendor to execute the permit, the City may, at its option, consider the vendor in default, in which case the City may award the location to the next appropriate vendor if available, or the City may take whatever other action is appropriate.
3. The City shall sign an executed copy of the signed permit at the time all documents are submitted and full payment has been made.
4. Fees are to be paid to the Parks Department prior to taking possession of the site for that calendar year. Example: Fee payment is due no later than April 15th, 2014.
5. Concession area must be kept clean throughout the season.
6. Permit agreement and availability of site will begin May 1st and end September 30th.
7. The vendor can operate seven (7) days a week during the season of operation. Weekends (Saturday and Sunday) and holidays are required to be fully operational for food service. Inclement weather could preclude operating on a bad weather day; the Parks Department will need to be notified if vendor cannot set up due to weather.
8. Vendor employees are required to be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., be familiar with the immediate area including the locations of other city parks and trails and destination locations, i.e., North Idaho College, Coeur d'Alene Resort, City Park, Chamber of Commerce, and the Visitors Center.
9. Employees must be appropriately dressed in either an approved t-shirt or polo-shirt with identifying logo, and approved shorts if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to operate food concessions without a shirt or in bikini type swimwear. Swimwear does not constitute proper attire.
10. The concession must be staffed by one employee at all times. Proof of Worker's Compensation coverage would be necessary if required by State law.

11. A current health permit is required for the food concession. The permit must be placed in a conspicuous place. Health permits must be submitted within two (2) weeks of official notification of site award. Example: Health permit is required to be turned in to the City Clerk by April 15th, 2014.
12. Failure to submit your health permit within the specified period of time can result in the City denying your permit or the City can take other action.
13. The Panhandle Health District would like to have two (2) weeks to review the permit request. Submit your application to Panhandle Health District early.
14. Vehicles are prohibited from parking longer than it takes to load or unload. If you need to be in the park for an extended period of time, contact the Parks Department. Any vehicle used to bring a trailer to the site must park the vehicle in a designated parking space. Vehicles will not be permitted to be on sidewalks, beaches or park properties other than the parking lot.
15. Vendors are not allowed to dispose of their refuse in City maintained trash receptacles. Refuse must be removed from site and disposed of at owner's expense.
16. A Pre-Submittal meeting will be held on Thursday June 5th, 2014 at 2:00 p.m. in the Old Council Chambers at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho. This will include an on-site walk through of the building.
17. All proposals shall be submitted to the City Clerk's office at 710 East Mullan Avenue, Coeur d'Alene, no later than Friday June 13th, 2014 at 4:00 p.m. Proposal shall be sealed and clearly marked, i.e. "Proposal - McEuen Park Food Concession - 2014".
18. Any violation of the contract, City regulations, or ordinances, or collusion will result in the revoking of the permit, fee forfeiture, and the concessionaire or his agent will not be allowed to re-bid for a period of three (3) years.
19. Concession amenities must be removed from site by sunset of each day, unless a special event runs later, amenities must be removed by end of event. Other amenities will not be allowed to remain on site overnight.
20. The City hosts other events during the year and this can preclude operation of the concession during the event.

PROPOSAL CONTENTS AND EVALUATION CRITERIA:

Proposals should include information in each of the following categories. Proposals will be evaluated on the basis of each of the five identified criteria, in accordance with the point values identified below:

1. **Capability to Manage Food Concession.** Describe your area of expertise, length of time in business, number of employees, and other information that would help to characterize your commitment to provide necessary resources to manage the food concession service. Provide the address of the main office and the address of the office that will actually manage the food concession. Provide the same detailed description of any and all concessions you may partner with on this project. (20 points)
2. **Relevant Project Experience.** Briefly describe other concessions demonstrating relevant experience. List all public sector clients for whom you have performed similar work in the past five years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead partner. (20 points)
3. **Qualifications of Concessionaire.** Provide a professional resume for the key people proposed to be assigned to the concession (including any important sub-consultants), and describe relevant related experience. Describe key personnel's proposed roles and responsibilities with the food concession. Submittals must identify a concession manager who would be responsible for day-to-day management of tasks and would be the primary point of contact for the food concessionaire. (20 points)
4. **Project Approach and Schedule.** Describe the tasks that must be accomplished to provide food service. Provide a narrative description of how you propose to execute the tasks. Discuss any unique aspects of the project such as alternative approaches the City might wish to consider or special considerations related to food concession requirements. Provide a schedule of daily operations including proposed arrival and departure times. The schedule should reflect realistic durations. Provide the number of hours on a typical day where the concession will be staffed by employees and/or the owner/operator. Provide a narrative on the number of staff that will work at the concession and the type of training they will receive. Provide proposed menu, detailing pre-packaged items available as well as prepared foods. (20 points)
5. **Fee Proposal.** Provide a fee proposal that includes the length of the season and a detailed scope of services. (20 points)

References, brochures, or other material that may be helpful in evaluating your proposal may be included in an appendix of the proposal. Proposals will be ranked on the basis of the above-listed factors, and the City may choose to interview several of the top ranked proposers. However, at its discretion, the City may dispense with interviews and select a concessionaire to perform the work.

PROCESS:

The City of Coeur d'Alene's aforementioned process will serve as the selection committee to assist with evaluations and make recommendations to the Parks and Recreation Commission

for their review. The Parks and Recreation Commission will forward a recommendation to the Mayor and City Council who will then make the final approval. The City will seek to negotiate a contract, a detailed scope of work, fee, schedule, etc., with the preferred concessionaire. If unable to reach an agreement, the City will terminate negotiations and commence negotiations with the second-ranked concessionaire and so forth.

The City expects to evaluate proposals and provide written notification of the short-listed concessionaires within 30 days of receipt of proposals. If interviews are held, they will be scheduled within two weeks of short-list notification.

Questions and responses may be directed to Bill Greenwood, Parks Director at 208-769-2251. Six (6) copies of the proposal must be received by Friday June 13th, 2014 at 4:00 p.m., at the City Clerk's Office, 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814. Please state "Proposal - McEuen Park Food Concession - 2014" on the outside of the response package. Proposals received after the deadline will not be considered.

TERMS:

The City reserves the right to reject any and all proposals deemed to not be in the interest of the City. The City further reserves the right to negotiate terms and conditions, scope, and fees on proposals received. The successful concessionaire will be required to comply with requirements such as insurance and bonding, health regulations, grantee's affirmative action policies, etc. The agreement will be a lump sum.

This solicitation is being offered in accordance with the Idaho Statutes governing procurement of professional services. Accordingly, the City of Coeur d'Alene reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

Any and all material generated as a result of the Coeur d'Alene Parks Concession Request will be owned in its entirety by the City of Coeur d'Alene. Material and information produced as a result of the Concession Request for Proposal, shall not be distributed without prior written approval of the Coeur d'Alene Parks Department.

SAMPLE HOLD HARMLESS AGREEMENT

_____, in consideration for food concession rental permit at McEuen Park, hereby agrees to save and hold the City of Coeur d'Alene harmless from all claims for property damage, bodily, or personal injury, death, or other loss or damages resulting from the actions or omissions of _____, his agents, employees, or assigns, in the performance of this contract, or in the operation, maintenance, or use of the food concession on City property in Coeur d'Alene, Idaho.

SAMPLE

STATE OF IDAHO)
) s.
County of Kootenai)

COMES NOW _____, authorized agent for
_____, who being duly sworn, deposes and say:
THAT he/she is the authorized agent of _____, a food
concession company doing business as _____.
THAT _____, does not have any persons in its
employ requiring Worker's Compensation under the laws of Idaho, or that your affiant and
his/her principal will obtain and maintain Worker's Compensation coverage on their employees
are required by Idaho law.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014.

Notary Public for Idaho
Residing in Coeur d'Alene

SAMPLE NON-COLLUSION AFFIDAVIT

STATE OF IDAHO)
) s.
County of Kootenai)

_____, being first duly sworn, on oath says:

That the proposal submitted is genuine and not a sham or collusive, or made in the interest or on behalf of any person not herein named; and affiant further says that the said proposal has not directly or indirectly induced or solicited any other proposal on the above work or supplies to put in a predetermined amount, nor has affiant directly or indirectly induced or solicited any other person, corporation, business, etc., to refrain from proposing; and that said vendor has not in any manner sought by collusion to secure him or herself an advantage over any other vendor.

Contractor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014.

Notary Public for Idaho
Residing in Coeur d'Alene

SAMPLE CONTRACT

THIS CONTRACT, made and entered this ____ day of _____, 2014, 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, PARTY OF THE FIRST PART, and _____, a _____ duly organized and existing under and by virtue of the laws of the State of _____, with its principal place of business at _____, PARTY OF THE SECOND PART, WITNESSETH:

THAT, WHEREAS, the said Party of the Second Part has been awarded a permit for a food concession at McEuen Park Harbor House, according to plans, conditions, and specifications on file in the office of the City Clerk of said City, which plans, conditions, and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur D' Alene, as hereinafter set forth, the Party of the Second Part shall operate and maintain the food concession according to said plans and specifications and under the penalties expressed therein. All said plans and specifications are hereby declared and accepted as parts of this contract.

The Party of the Second Part shall save the City harmless from all claims for injury to person or property resulting from the Party of the Second Part's actions or omissions in performance of this contract, and to that end shall execute a hold harmless agreement attached hereto as Exhibit "A" and by this reference incorporate herein.

The Party of the Second Part agrees to maintain Worker's Compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Party of the Second Part fail to maintain such insurance during the entire term hereof, the Party of the Second Part shall indemnify the Party of the First Part against any loss resulting to the Party of the First Part from such failure, either by way of compensation or additional premium liability.

The Party of the Second Part shall furnish to the Party of the First Part, prior to the granting of a permit, such evidence as the Party of the First Part may require affirming Worker's Compensation coverage.

The Party of the Second Part shall in consideration for the permit to operate and maintain the food concession at McEuen Park Harbor House pay the sum of \$_____, on or before April 15th. Payment shall be made to the City Treasurer.

The Party of the First Part shall the food concession permit to the Party of the Second Part for the season of May 1 to September 30 for the aforestated location of McEuen Park Harbor House.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Party of the Second Part has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

PARTY OF THE FIRST PART:

City of Coeur d' Alene
Kootenai County, Idaho

PARTY OF THE SECOND PART:

By: _____
Mayor

By: _____

ATTEST:

City Clerk

(SEAL)

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

June 12, 2014

City Of Coeur d'Alene

Dear City,

Please accept our proposal for McEuen Park Concessions for your consideration.

Sincerely yours,



Roy "Austin" Hinderer

7468 N Courcelles Parkway

Coeur d'Alene ID 83815

509-670-9722

0112 509 670 9722

Capability to Manage Food Concession:

Christian Hinderer owned and managed a busy Foodmart with Fuel and Deli for 10 years. The Deli served a busy breakfast and lunch crowd and served fresh Burgers, fresh sandwiches, Fries and the standard hot case type items. The foodmart employed 6 different employees during this time.

Christian, Kelly and Austin Hinderer have operated Hinderer Concessions since 2008. Hinderer Concessions serves Fairs and Festivals in Washington State and Northern Idaho. We offer a wide range of product including Tropical Sno brand Hawaiian Shave Ice, chocolate hand dipped frozen banana's with assorted toppings, hand dipped ice cream cones, nachos, hand cut curly fries, burgers, New York style Italian Sausage, Hot Dogs and sausages along with lemonade, flavored lemonade, brewed ice tea, iced coffee, smoothies and related soft type drinks.

We have served 500 plus customers on any given busy day and understand the importance of keeping the line moving in terms of both profitability and customer satisfaction.

The concession would be managed by Kelly and Austin Hinderer. Our office will be based out of Coeur d'Alene Id 7468 N Courcelles Parkway Coeur d'Alene Id 83815 Kelly's contact is 509-670-7250. Austin's contact is 509-670-9722.

Relevant Project Experience:

Hinderer Concessions has worked a varied and interesting number of show and events since 2008. We have done fairs and festivals along with catering and volunteered for our community at events such as Breakfast with Santa and fundraising breakfast's for folks with medical bills.

Please review our shows and events listed below.

Coeur d'Alene Street Fair: 105 N 1st St Ste 100 Coeur d'Alene ID 83814 208-415-0115
Gav@cdachamber.com

Wa State International Kite Festival : Po box 387 Longbeach WA 98631 360-244-5991 Holly or Merry

Walla Walla Sweet Onion Festival: Kath Frye Po Box 644 Walla Walla WA 99362

Wild Goose Bill Days: Wilbur Chamber 303 NE Main St Wilbur WA 99185 Diana Johnson 509-641-0106

Reardan Mule Days : Reardan Wa Dale Swant 509-979-6882

NCW District Fair: Po Box 460 Waterville WA 98858 Bob Brown , Julie Osborne 509-745-8480

Waterville Days: Waterville Chamber Po Box 194 Waterville Wa 98858 Kathy Clark 509-293-6070

All Wheels Weekend Car Show: Dayton Chamber 166 E Main St Dayton Wa 99328 509-382-4825
Betty Lou Cruthers or Linze

Johnson Air Service (catering) Po Box 635 Waterville WA 98858 509-745-8983

Breakfast With Santa: A Fundraiser for the local Pre School in Waterville Wa (commercial kitchen at community hall at Ncw Dist Fairgrounds)

Carey Zollman Breakfast Benefit Community breakfast to help with medical Bills for Waterville resident Carey Zollman. (Commercial kitchen at community hall at the Ncw District Fairgrounds)

Christian, Kelly and Austin Hinderer have all been PIC at these various events.

Qualifications of Concessionaire:

Kelly Hinderer and Roy Austin Hinderer will both be available as key personnel. Kelly Hinderer will serve as the concession manager and Austin Hinderer will serve as the Assistant Manager. Kelly Hinderer is equal partner in the Hinderer Concession business and will provide needed training and serve as the day-to day person in charge of management tasks and the contact person for this concession contract.

Please see attached resumes for specific concession qualifications.

KELLY R. HINDERER

1708 Washington St. Wenatchee, WA 98801 | P: (509) 679-7250 | chiphinderer@msn.com

PROFESSIONAL SUMMARY

Experienced teacher possessing strong leadership qualities and the capacity to manage challenging tasks calmly and effectively. Establishes positive relationships with both workers and customers.

AREAS OF EXPERTISE

- ❖ Management of people
- ❖ Works well with a variety of people
- ❖ Task Oriented
- ❖ Friendly Attitude
- ❖ Organization
- ❖ Customer Service

WORK EXPERIENCE

1985-Present Waterville School District—6-12 Classroom Teacher-Math. Language Arts

2008-2014-Concessionaire/Owner of Hinderer Concessions

- ❖ Created Shave Ice business that has grown into full concession business.
- ❖ Managed/Scheduled employees to work at various events throughout the Pacific Northwest
- ❖ In charge of inventory control for both concession events and various catering events
- ❖ Ordering/buying of supplies needed
- ❖ Obtained needed health permits for multiple counties in Washington and neighboring states
- ❖ Operated and maintained concession equipment, ice shavers, beverage dispensers, popcorn poppers, etc...

*Please refer to Relevant Project Experience on Concession Application for complete list of various events/location worked.

ROY AUSTIN HINDERER

7468 N Courcelles Parkway, Coeur d' Alene, Idaho 83815 || C: (509) 670-9722 | Waterville38@msn.com

CONCESSIONAIRE RESUME

Energetic individual with interest in sports and fitness; educational background in advanced health and Fitness. Former athlete and Jr./Sr. High School basketball and baseball coach.

2013 Associate of Science: Advanced Health and Fitness Degree

Bryan University — CA, USA

Graduated with a 3.9 GPA

2010 Eastern Washington University — Cheney, WA, USA

General business studies

Dean's list

NASM Certified Personal Trainer

- Fitness assessments
- Fitness equipment operation
- Weight management
- Body Mass Index (BMI)
- CPR and First Aid certified
- AED certification
- Fitness programming

01/2008 to 01/2014 Hinderer Concessions

Family Business — WA

Accepted payment (both cash and credit) from customers and made change as necessary

Took orders from patrons for food and beverages

Communicated with customers regarding orders, comments, and Complaints

Directed the operation and organization of kitchens and all food-related activities, including the presentation and serving of food

Managed kitchen operations for high grossing, fast-paced concession kitchen.

Cooked and served while catering breakfasts and luncheons for multiple non –profit fundraisers and for- profit contract.

***Please refer to Revelant Experience of the Application Packet for complete listing of events / locations of previous concession work.**

Project Approach and Schedule:

Hinderer Concessions has the necessary equipment to operate the concession as Proposed. Our equipment includes commercial Ice Shavers, commercial Ice Cream dipping cabinet, Espresso machine, smoothie machine, Hot dog Roller, roaster ovens, Cotton Candy machine, popcorn machine, steamer/warmer for nacho cheese and melted chocolate along with the necessary accessories need to support the operation, including freezer and refrigeration equipment.

We would need to be able to tap into the water supply for a direct water connection for the espresso machine.

We would propose to have a menu board above the windows. We would also propose to be able to hang professional banners perhaps on the railing surrounding the upper area to attract customers. These banners could be removed in evening if necessary. We would also propose to provide at a minimum of four to six steel type black mesh table/chairs sets for customers and to make the upper area more inviting.

Inside, we would provide a white clean looking type vinyl background approx. 10 feet back from the windows as a "backing" which could have some promo items on it for customers to see from the window. Behind the vinyl backing the refrigeration/freezers etc could hide and not be in direct view of the customers. All necessary equipment need to produce items will be in customer view to see the "show" of them being produced.

We propose initially to be open 10:30am-6:30 Pm minimum Sunday-Thursday. 10:30am-8Pm Friday and Saturday. These hours could be extended if customers demand warrants. We expect to staff with a minimum of 1 employee during the week and 3 on weekends. We will have a second employee available during the week if needed. All current staff has been trained in the concession business. Any new hire will be trained by Austin or Kelly Hinderer.

Hinderer Concessions understands the importance of each employee providing consistency in terms of quality and quantity.

Our Proposed menu includes the following: Tropical Sno Brand Hawaiian Shave Ice, Hand Dipped Chocolate frozen banana's with assorted toppings, Hand Dipped Ice Cream cones, Root Beer Floats, Fruit Smoothies, Espresso Hot and Iced, Hot Dogs and sausages, Nacho's, Popcorn, Pretzels and Cotton Candy. Drinks will include drip coffee, lemonade, flavored lemonade, brewed ice tea, bottled water, soft drinks, energy drinks. Pre packaged items would include candy bars, nuts, cookies, muffins, chips, string cheese and gogurts. Seasonal fresh fruit would also be available. Bagged ice would be available to serve boaters and picnickers.

If allowed, we would be willing to BBQ Burgers on weekends adjacent to the booth to provide an additional food item.

Fee Proposal:

Hinderer Concessions proposes to pay the City Of Coeur d' Alene Four Thousand Five Hundred Dollars (\$4500.00) for the lease and operation of McEuen Park Food Concessions through the period of acceptance and continuing until September 30,2014.

A handwritten signature or scribble, possibly a name, located below the main text. It consists of several dark, overlapping strokes.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: June 17, 2014
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Bid Results for the 2014 Open Trench Project.

=====

DECISION POINT:

The City Council may wish to accept and award the City of Coeur d'Alene Wastewater Utility's 2014 Open Trench Project contract to the apparent low bidder.

HISTORY:

In accordance with Idaho Code, this project was advertised in the Coeur d'Alene Press June 3, 2014 and June 10, 2014 soliciting sealed bids for the 2014 Open Trench Project that would replace approximately 670 LF of existing sewer piping and appurtenances at two (2) separate locations. Sealed Bids were publically opened and read on June 17, 2014 at 2:00 PM.

FINANCIAL ANALYSIS:

The following is a tabulation of the contractor's bid results:

- Earthworks Northwest: \$ 143,128.00
- **Buddy's Backhoe Service:** **\$ 113,670.00**
- T LaReivere: \$ 135,070.00
- Big Sky Development: \$ 162,395.00

The Engineer's (JUB) estimate of probable cost: \$ 157,000.00

The apparent low bid was submitted by Buddy's Backhoe Service with a total bid price of \$113,670.00.

PERFORMANCE ANALYSIS:

The Wastewater Utility planned for this project during the FY 2013/14 budget and has the available funds. Buddy's has successfully completed numerous open trench projects within the City of Coeur d'Alene to the Wastewater Utility's satisfaction and we are confident Buddy's crew can perform this project's scope of work.

RECOMMENDATION:

Award the 2014 Open Trench Project contract to Buddy's Backhoe Service, for the total bid price of \$113,670.00.

Contract

THIS CONTRACT, made and entered into this 1st day of July, 2014, 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 BUDDY'S BACKHOE SERVICE, INC. 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 N. 21002 Rimrock Road, Hayden, ID 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the CONTRACTOR has been awarded the contract for **2014 Open Trench Project** in Coeur d'Alene, according to 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 - 2014 Open Trench Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, 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 Water Superintendent, 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, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. 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 Workman'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 CITY shall indemnify the CONTRACTOR 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 Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY OF COEUR D'ALENE, 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 ONE HUNDRED THIRTEEN THOUSAND-SIX HUNDRED SEVENTY AND NO/100 DOLLARS (\$113,670.00), as provided in the Unit Price Schedule. 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 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
201.4.1.D.1	Removal of Existing Asphalt	675	SY	\$4.00	\$2,700.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	482	SY	\$10.00	\$4,820.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	600	SY	\$28.00	\$16,800.00
401.4.1.A.1	SCHEDULE A (Waterline Replacement)	1	LS	\$10,000.00	\$10,000.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	668	LF	\$50.00	\$33,400.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	2	EA	\$3,000.00	\$6,000.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	2	EA	\$700.00	\$1,400.00
601.4.1.A.1	Storm Drain Pipe - Size 8" - Type PVC ASTM 3034	5	LF	\$100.00	\$500.00
601.4.1.A.1	Storm Drain Pipe - Size 8" - Type PVC C900	18	LF	\$100.00	\$1,800.00
601.4.1.A.1	Storm Drain Pipe - Size 30" - Type ADS ASTM F2736	35	LF	\$125.00	\$4,375.00
602.4.1.A.1	Storm Drain Manhole - Size 60"	1	EA	\$4,000.00	\$4,000.00
602.4.1.F.1	Catch Basin – Type 1	2	EA	\$1,500.00	\$3,000.00
706.4.1.F.1	Concrete Driveway Approach	25	SY	\$75.00	\$1,875.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$1,000.00	\$1,000.00
1104.4.1.C.1	Pavement Markings	1	LS	\$1,000.00	\$1,000.00
2010.4.1.A.1	Mobilization	1	LS	\$21,000.00	\$21,000.00
	TOTAL BASE BID:				\$113,670.00

The Work shall be substantially complete within **forty-five (45) calendar days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, or by September 30, 2014, whichever comes first, 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 **\$750.00** 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.

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 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, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

CONTRACTOR:
BUDDY'S BACKHOE SERVICE, INC.

By: _____
Steve Widmyer, Mayor

By: _____

ATTEST:

Renata McLeod, City Clerk

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of July, 2014, 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 July, 2014, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Buddy's Backhoe Service, Inc.** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____
My Commission Expires: _____

**GENERAL SERVICES
STAFF REPORT**

Date: June 23, 2014

From: Bill Greenwood, Parks Director

SUBJECT: RENEWAL OF HANDSHAKE PRODUCTIONS AGREEMENT

(City Council Action Required)

DECISION POINT:

The Handshake Productions agreement is up for a three year renewal. Recommendation from the Parks and Rec Commission is to renew this agreement.

HISTORY:

The Summer Concert Series sponsored by Handshake Productions is entering its 20th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

FINANCIAL ANALYSIS:

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

PERFORMANCE ANALYSIS:

Attached is the agreement for Handshake Productions. The agreement spells out the responsibilities and expectations for Handshake Productions and the city.

DECISION POINT:

Renew the agreement for three more years with the option for an additional three year renewal provided everything runs smoothly with Handshake Productions responsibilities.

AGREEMENT

THIS AGREEMENT, made and dated this 1st day of July, 2014, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Handshake Productions, Inc.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake,"

W I T N E S S E T H:

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Bandshell in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said Bandshell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2015, 2016, and 2017;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City, agrees to sponsor the 2015, 2016 and 2017 Rotary Lakeside Bandshell Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Each concert for the 2015, 2016 and 2017 summer Concert Series shall be deemed a special/specific event in accordance with Coeur d'Alene Municipal Code section 5.18.040.

2. Limits on City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for bandshell/loud speaker permits submitted by Handshake for the purpose of utilization of the bandshell for the concert series on the dates set forth herein. However, applications for such permits shall be filed timely with the City and no later than forty (40) days before a particular concert. Handshake understands and agrees that a bandshell permit and fee is necessary for each

performance and the fee shall be paid to the City to recover costs the City incurs to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.

A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.

B. No Charge: The parties further agree that no charge, fee or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.

C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of 5.18.020(C),(D),(E),(F) and (G).

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.

7. Signs: The parties agree to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to the Sign Code (15.24) that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.

A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.

- B. Publicity: The parties further agree that fliers are not permissible pursuant to municipal code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code as it now exists and may hereinafter be amended.
8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
9. Performers: The parties agree that various municipal codes including Coeur d'Alene Municipal Code Chapters 5.18 and 5.44 become applicable as the number of individuals attending solely the Concert Series increases above two hundred (200) individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
10. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the City Treasurer for approval no later than May 1, 2015, for the summer 2015 Concert Series, no later than May 1, 2016 for the 2016 summer Concert Series, and no later than May 1, 2017 for the 2017 Summer Concert Series, noting the amount of the donor's donation. The City acting through its City Treasurer shall in its sole discretion approve or disapprove of the program donors.
11. Concert Schedule: The parties agree that there shall be eleven (11) concerts during the summers of 2015, 2016, and 2017, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Time.

The dates of the 11 concerts in 2015 shall be as follows: July 5th, 12th, 19th and 26th; August 9th, 16th, 23rd and 30th; September 6th, 13th and 20th.

The dates of the 11 concerts in 2016 shall be as follows: July 3rd, 10th, 17th, 24th and 31st; August 14th, 21st and 28th, September 4th, 11th and 18th.

The dates of the 11 concerts in 2017 shall be as follows: July 2nd, 9th, 16th, 23rd and 30th; August 13th, 20th and 27th; September 3rd, 10th and 17th.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather in its agreements with performers to insure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

12. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Thirty and three thousand and No/100 Dollars (\$33,000.00) by May 1, 2015 for the 2015 Summer Concert Series, and May 1, 2016, for the 2016 Summer Concert Series, and May 1, 2017, for the 2017 Summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit “A.”
- B. In the event donations for the concert series exceed the budgeted amount of Thirty and three thousand and No/100 Dollars (\$33,000.00) set forth in Exhibit “A” the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers’ contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d’Alene.
 - 1. Include in the contracts with performers that they will not possess or use alcoholic beverages, or illegal drugs, in the City Park. Further, Handshake will include in performers’ contracts that tobacco products will not be possessed or used by performers on stage or in the park buildings.
 - 2. Include in contracts with performers a provision that performers will perform in appropriate attire, including shirts, and excluding swim wear.
 - 3. Include in the contracts, that the performers will obtain Worker’s Compensation coverage or will agree to indemnify the City against

any loss resulting from the performer's failing to obtain Worker's Compensation coverage.

- D. Be at the Rotary Lakeside Bandshell at the Coeur d'Alene City Park at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.
 - E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth running performance.
 - F. Remain until the performers leave to ensure a speedy break down and departure.
 - G. Take care of all publicity, press releases, bulletin/calendar announcements and media advertising.
 - H. Handshake shall coordinate its performance with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene including coordinating of scheduled events.
13. The parties agree to the budget set forth in Exhibit "A" attached hereto and by this reference incorporated herein.
14. Renegotiation: Lessee may request in writing a three (3) extension of this agreement for the 2015, 2016 and 2017 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2016, and prior to November 1, 2016. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City. If the three (3) year extension is approved, Lessee may, during the term of the extended agreement, request in writing another three (3) year extension for the 2018, 2019 and 2020 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2019, and prior to November 1, 2019. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City.
15. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the

United States Mail addressed to Handshake at the last address Handshake has left with the City, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5 (b).

- 16. Termination for Convenience of City: The site of the location is within the Urban Renewal District and in the downtown area of Coeur d’Alene. Development of the downtown area or the development of the City’s downtown properties may require the City to cancel use of the bandshell. The parties agree City may at any time after ten (10) day’s written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.

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 Handshake Productions, Inc. has caused the same to be executed the day and year first above written.

CITY OF CITY OF COEUR D'ALENE

HANDSHAKE PRODUCTIONS, INC.

By: _____
Steve Widmyer, Mayor

By: _____
_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

_____, Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of July, 2014, 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 and the persons who 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 July, 2014, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of **Handshake Productions, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Exhibit “A”

BUDGET FOR SUMMER CONCERT SERIES – 2015-2017

Eleven (11) Concerts each summer for 2014, 2015 and 2017 = \$33,000.00 each series.

\$ 12,925.00	BAND COSTS (Payment to the concert performers will be 1,175.00 per concert.)
\$ 13,750.00	PRODUCTION COSTS (Each concert will cost \$1,250.00 in production costs.)
\$ 2,750.00	FUNDRAISING (Each concert will cost \$250.00 for fundraising.)
\$ 1,375.00	BANDSHELL (Each concert will cost \$125.00 in fees for use of the bandshell.)
\$ 2,200.00	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<u>\$33,000.00</u>	TOTAL

The Summer Concert Series will consist of eleven (11) concerts each summer for 2015, 2016 and 2017. The following is the budget for expenses per show:

<u>Item</u>	<u>Expense</u>
Band	\$ 1,175.00
Production	\$ 1,250.00
Fund Raising	\$ 250.00
Bandshell	\$ 125.00
Publicity	<u>\$ 200.00</u>
Total	\$3,000.00

CITY COUNCIL
STAFF REPORT

DATE: June 11, 2014

FROM: Ron Clark
Chief of Police

SUBJECT: Enter into an agreement with North Idaho College to provide one police officer on campus for the 2014-2015 school year.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to initiate a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2014-2015.

History:

The City of Coeur d'Alene and North Idaho College have maintained a positive working relationship. The police department has responded to calls for service on the campus with appreciation from the NIC administration. In response to national and local trends with regard to providing campus safety, NIC has deemed a police presence as a positive enhancement to their campus.

Financial Analysis:

North Idaho College has agreed to pay \$50,000 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officer for school events. We are requesting to hire an additional police officer for this new SRO position, which would be responsible for specifically monitoring and patrolling the college campus. In order to prepare for this transition, we would like to hire the officer immediately in anticipation of this new program. The salary costs to hire this officer in the current budget year would be fully covered from the current budget with salary savings.

Performance Analysis:

The SRO program has proven to be a positive impact on public school campuses. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved. This new program would likewise be able to achieve such community policing enhancements. This would allow additional police services in the North Idaho College campus and Fort Grounds area of Coeur d'Alene. Hiring a police officer immediately gives us the benefit of training an officer for the transition of assigning an officer to the college as an SRO. In addition we would have the benefit of using that officer for patrol during the busy summer months. This new position is a benefit to the college and the City of Coeur d'Alene.

Quality of Life Analysis:

The history of our SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved believe the schools are a safer place. In addition they feel the police and citizens have a more positive relationship. These same positive characteristics of the SRO program would be prevalent at North Idaho College.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to begin a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2014-2015.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2014-2015

THIS AGREEMENT is entered into this 1st day of July, 2014, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration, on NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officer will facilitate classroom and faculty presentations related the law, at NIC. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have the officer attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and
2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. NIC agrees the officer shall be responsible primarily to their Police Department Supervisor and secondarily to the President. or their designee at NIC
4. NIC agrees to pay all overtime for the School Resource Officer.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officer including but not limited to alleged Civil Rights violations.

NIC shall endeavor to provide the CITY with requests for additional officers, or for work assignments occurring outside regular school hours (that are not usual police duties) prior to the beginning of the school year. NIC will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment therefore the amount of Fifty Thousand and 00/100 (\$50,000.00) to be billed in two equal installments. The first installment to be billed during the first quarter (July, August, September) and the remaining to be paid during the third quarter (January, February, March) of the school fiscal year. All overtime expenses will be billed quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2014-2015 NIC fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2015, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and NIC that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the 1st day of July, 2014, pursuant to Resolution No. 14-026, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: _____
Steve Widmyer, Mayor

By: _____
Joe Dunlap, President

Attest:

Attest:

Renata McLeod, City Clerk

Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this 1st day of July, 2014.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for North Idaho College

CITY COUNCIL
STAFF REPORT

DATE: June 11, 2014

FROM: Ron Clark
Chief of Police

SUBJECT: School Resource Officer Agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2014-2015.

History:

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis:

The school district has agreed to pay \$365,654.77 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officers for school events.

Performance Analysis:

The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Quality of Life Analysis:

The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2014-2015.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2014-2015

THIS AGREEMENT is entered into this 1st day of July, 2014, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide six (7) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 7 Elementary' s – Borah, Bryan, Fernan, Ramsey, Skyway, Sorenson, and Winton. SRO's will investigate youth related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.
4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any

claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of Three Hundred Sixty Five Thousand Six Hundred Fifty Four and 77/100 (\$365,654.77) to be paid quarterly with the exception of seventy-five thousand dollars (\$75,000) previously agreed in the committal letter dated December 12th 2013. This amount will be billed by the Police Department anytime after July 1st 2014.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2014-2015 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2015, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the ____ day of July, 2014, pursuant to Resolution No. 14-026, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE
#271

COEUR D'ALENE SCHOOL DISTRICT

By: _____
Steve Widmyer, Mayor

By: _____
Tom Hearn, Chairperson

Attest:

Attest:

Renata McLeod, City Clerk

Lynn Towne, Clerk of the Board

APPROVED as to form and legality this ____ day of July, 2014.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for School District 271

ANNOUNCEMENTS

Memo to Council

DATE: June 23, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the July 1st Council Meeting:

Maxwell Evans	Parks & Rec Commission	Student Rep
Maya Burgess	Parks & Rec Commission	Alt Student Rep
Ashley Kaitz	Arts Commission	Student Rep
Jade Douglas	Arts Commission	Alt Student Rep
Cole O'Brien	Planning Commission	Student Rep** (Reappointment)
Christian Cousins	Planning Commission	Alt Student Rep
Cassidee Smidt	Library Board	Student Rep
Sydney Jackson	Library Board	Alt Student Rep
Mary McKenna Sudahl	Ped/Bike Committee	Student Rep
Jaguar Ashtiani	Ped/Bike Committee	Alt Student Rep
Timber Lockhart	Urban Forestry Committee	Student Rep
Riley Ellingsen	Natural Open Space Cmte	Student Rep*** (Reappointment)
Madeline Hennig	Natural Open Space Cmte	Alt Student Rep

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
BCC Liaisons

** Cole O'Brien served as Alternate Student Representative on the Planning Commission last year.
This is an appointment to serve as Student Representative.

*** Riley Ellingsen served as Student Representative on the Natural Open Space Committee last year.

OTHER COMMITTEE MINUTES
(Requiring Council Action)

June 23, 2014
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Dan Gookin
Council Member Kiki Miller
Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant
Sid Fredrickson, WW Superintendent
Warren Wilson, Deputy City Attorney
Troy Tymesen, Interim City Administrator
Mike Becker, WW Project Manager
Ron Clark, Interim Police Chief
Keith Erickson

**Item 1 McEuen Park Harbor House Concession Lease Agreement
Consent Calendar**

Troy Tymesen, Finance Director, presented a request on behalf of Bill Greenwood, Parks Director, for council approval of the Rotary Harbor House Concession lease to Hinderer Concessions.

Mr. Greenwood stated in his staff report that the Harbor House Concession was completed in June and is ready to provide concession services to park patrons. Hinderer Concessions will pay \$4,500 for this single season lease beginning July 3, 2014 and ending September 30, 2014, and will operate the concession area 7 days a week. The funds will be placed in the Park Capital Improvement Fund. Staff will prepare a new RFQ early next year for the 2015 season in anticipation of the installation of the 220 volt power and grease traps.

Mr. Tymesen confirmed that this lease was put out to bid and that Hinderer Concessions is a local business. He also noted that the menu could potentially be expanded was the power and grease traps issues are resolved.

MOTION: Motion by Gookin, seconded by Miller, to recommend Council approval of Resolution No. 14-___ authorizing the Rotary Harbor House Concession lease to Hinderer Concessions. Motion carried.

**Item 2 Renewal of Handshake Productions Agreement
Consent Calendar**

Troy Tymesen, Finance Director, presented a request on behalf of Bill Greenwood, Parks Director, for council approval of the renewal of the Handshake Productions agreement for the Summer Concert series.

Mr. Greenwood stated in his staff report that the Summer Concert series is entering its 20th year and is a very successful event that has become a Sunday afternoon past-time for a good number of residents. There is no financial outlay for the concert series as all of the funds needed to produce the concerts are raised by Handshake Productions. The renewal period would be for three years with the option for an additional three years.

Mr. Tymesen noted that the lease renewal has been approved by the Parks & Rec Commission, and that all of the funds needed to present the concerts are raised by Handshake Productions. There is no charge to attend the concerts.

Mr. Tymesen confirmed that this lease agreement is just for concerts in the City Park, but it is possible that the agreement could be modified to include concerts in McEuen Park once the grass grows in.

Councilmember McEvers asked about the language in the agreement that ties the city to accepting a list of program donors. Mr. Tymesen explained that the city, as a partner, wants to be made aware of where the money is coming from, i.e., legitimate businesses, etc.

Councilmember McEvers asked if the city has considered the Arts Commission as a potential donor. Mr. Tymesen explained that the Arts Commission funds are dedicated based on an interpretation of the way the arts ordinance was written. It would need to be looked at to determine if an event of this kind would qualify.

MOTION: Motion by Miller, seconded by Gookin, to recommend council approval of Resolution No. 14-___ authorizing the renewal of the agreement with Handshake Productions for the Summer Concert series. Motion carried.

Item 3 Bid Results for the 2014 Open Trench Project Consent Calendar

Troy Tymesen, Interim City Administrator, presented a request on behalf of Mike Becker, Wastewater Utility Project Manager, for city council acceptance and award of the City of Coeur d'Alene Wastewater Utility's 2014 Open Trench Project contract to Buddy's Backhoe Service in the amount of \$113,670.00.

Mr. Becker stated in his staff report that in accordance with Idaho Code, this project was advertised in the Coeur d'Alene Press on June 3, 2014 and June 10, 2014 soliciting sealed bids that would replace approximately 670 LF of existing sewer piping and appurtenances at two (2) separate locations. The apparent low bid was submitted by Buddy's Backhoe Service with a total bid price of \$113,670.00. The Wastewater Utility planned for this project during the FY 2013/14 budget and has the available funds. Buddy's Backhoe Service has successfully completed numerous open trench projects.

Mr. Tymesen noted that the engineer's estimate was \$157,000.00, and he recommended that the council accept the low bid as the law requires.

Councilmember Miller asked if a bid received was more than a certain percentage lower than the engineer's bid, would it have to be approved. Mr. Wilson said that there is nothing in the code that speaks to that and, in fact, they are required by law to accept the low bidder. The only way around that is if you prequalify bidders, which is a two-step process where they have people submit their qualifications, and the people who get through that process are asked to submit bids. Mr. Tymesen noted that it has been a very positive benefit for the community that the city utilized the extra prequalification step in regard to the WWTP expansion.

MOTION: Motion by Gookin, seconded by Miller, to recommend council approval of Resolution No. 14-___ authorizing an agreement with Buddy's Backhoe Service for the City of Coeur d'Alene Wastewater Utility's 2014 Open Trench Project in the amount of \$113,670.00. Motion carried.

**Item 4 Agreement with Coeur d'Alene School District for SRO
Consent Calendar**

Ron Clark, Interim Police Chief, presented a request for council approval of a contract with Coeur d'Alene School District #271 to continue the School Resource Officer program for fiscal year 2014-2015.

Chief Clark stated in his staff report that the City of Coeur d'Alene and School District #271 have maintained the SRO relationship since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

The school district has agreed to pay \$365,654.77 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officers for school events. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved. The SRO program has also provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner.

Chief Clark noted that in an earlier staff report, the School District proposed to expand from 6 to 7 officers and they also proposed to purchase a car and to fully pay for an officer for a year in the amount of \$75,000. That staff report went through General Services and was subsequently approved by the council. That agreement is included in the proposed contract.

MOTION: Motion by Gookin, seconded by Miller, to recommend Council approval of Resolution No. 14-___ authorizing an agreement with the Coeur d'Alene School District #271 for School Resource Officers for Fiscal Year 2014-2015. Motion carried.

**Item 5 Agreement with North Idaho College for SRO
Consent Calendar**

Ron Clark, Interim Police Chief, presented a request for council approval of a contract to initiate a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2014-2015.

Chief Clark stated in his staff report that in response to national and local trends with regard to providing campus safety, NIC has deemed a police presence as a positive enhancement to their campus. NIC has agreed to pay \$50,000 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officer for school events. The SRO would be responsible for specifically monitoring and patrolling the college campus. In order to prepare for the transition, the PD is requesting to hire the officer immediately. The salary costs to hire the officer in the current budget year would be fully covered from the current budget with salary savings.

The staff report also stated that the SRO program has proven to be a positive impact on public school campuses and has provided the police department with an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved. In addition, the PD would have the benefit of using the officer for patrol during the busy summer months.

Chief Clark said that NIC has their own security department but they are not armed and don't deal with the criminal aspect. Right now the P.D. is handling about 300 calls a month to the Ft. Ground area and NIC. With the \$50,000, they would be agreeing to supply an officer for the 2014-2015 fiscal contract year for NIC. The officer would be present on campus from August to May, Monday through Friday, most likely from 8:00 a.m. to 5:00 p.m. The SRO would also have office space at the college and would provide a presence in and around the campus and the Fort Grounds area. Chief Clark said that they would like to hire an officer to fill that position, and since school starts on August 24th, they would like to hire an officer immediately in anticipating if being fully trailed and ready to start the school year in August.

Councilmember Miller questioned the amount of \$50,000 compared to the higher cost for SRO's through the school district. Chief Clark said that the school district utilizes a huge commitment of the PD resources, including not just the officers, but other infrastructure costs including cars, gasoline, training, etc. For this new program with NIC, they felt that \$50,000 is what NIC could afford at this time. NIC will pay for any overtime that is associated with the officer providing support at campus activities.

Councilmember McEvers asked what would happen if the charter schools request an SRO and if \$50,000 would be the cost, or would it depend on how big the school is and the number of students. Chief Clark said that it is a negotiation process. The contract amount with NIC can be reevaluated to see if it is a viable program and they want to continue. If they feel it is not a good situation for the city, they do not have to continue the program.

Councilmember McEvers asked about ownership of the NIC beach. Mr. Wilson confirmed that the beach is not in the city boundaries and the P.D. would not be writing tickets there. He noted that council approved the annexation of the NIC beach almost two years ago and it is still in process. He will contact the attorney and see where they are at.

MOTION: Motion by Gookin, seconded by Miller, to recommend council approval of an agreement with North Idaho College for a School Resource Officer for fiscal school year 2014-2015. Motion carried.

Item 6 7635 N. Ramsey Road Request to Exclude (De-Annex) Property from City City Boundaries

Agenda Item

Warren Wilson, Deputy City Attorney, presented a request on behalf of the property owners to exclude a 4.65 acre parcel located at 7635 N. Ramsey Road from the city boundaries.

Mr. Wilson stated in his staff report that the subject property was annexed in 2006 as part of a planned development, which never occurred. Prior to annexation a home was constructed on the subject property but the owner never sought a certificate of occupancy from Kootenai County for the structure and it appears that the builder did not adhere to the plans submitted to Kootenai County. The owner is now seeking to sell the property and needs to obtain a certificate of occupancy. In order for the City to issue a certificate of occupancy, it will need to issue a building permit and determine that the structure was constructed in conformity with the building code. Additionally, the property's septic system will need to be enlarged. Because the structure is complete, the City would need to obtain engineering reports and perform destructive testing to issue a certificate of occupancy. As such, the owner has elected to seek de-annexation and will attempt to obtain a certificate of occupancy from Kootenai County, who has some record of what was done in hopes of resolving the issues.

Mr. Wilson stated that the building issues are problematic. Under Idaho Code, the council, via publishing an ordinance, can deannex a property, but the property will remain subject to any indebtedness that will occur. There would be some tax revenue loss to the city. Mr. Wilson further explained that the applicant is out of state and could not be present at the meeting today.

Councilmember Gookin asked if the property was on city water. Mr. Wilson said that they are in the Hayden Lake Irrigation District. There is no sewer at the property because the development never happened. There are no deannexation fees, but the property owner could potentially be facing annexation fees again in the future. Mr. Warren said that he thinks this is the best solution because the county actually did the inspections, although the property wasn't built to plan.

Councilmember Gookin asked if he would be allowed to talk to the county about this situation. Mr. Wilson said that he could.

Councilmember Miller asked if all of the property surrounding the parcel is in the city. Mr. Wilson said no, the property is right on the edge of the city limits.

Mr. Wilson confirmed that the property owner would not be getting their annexation fees back. He confirmed that it is a difficult situation and, frankly, there is no good solution. He confirmed that a deannexation is done by a published ordinance, but no hearing is required. Once the council takes action, then the applicant would need to hire a surveyor to redefine the city boundary. Once the map has been accepted, then they can bring the ordinance forward and publish it.

MOTION: Motion by Miller, seconded by Gookin, to recommend that the Council approve the requested deannexation. Motion carried.

The meeting adjourned at 4:42 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 23, 2014

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: 7635 N. Ramsey Road Request to Exclude (De-Annex) Property from City Boundaries.

DECISION POINT:

Provide a recommendation to the full council regarding whether to exclude an approximate 4.65 acre parcel located at 7635 N. Ramsey Road from the city boundaries.

HISTORY:

I.C. 50-225 authorizes the City Council to exclude property from city boundaries by ordinance. The subject property was annexed in 2006 as part of a planned development, which never occurred. Prior to annexation a home was constructed on the subject property but the owner never sought a certificate of occupancy from Kootenai County for the structure and it appears that the builder did not adhere to the plans submitted to Kootenai County. The owner is now seeking to sell the property and needs to obtain a certificate of occupancy. In order for the City to issue a certificate of occupancy, it will need to issue a building permit and determine that the structure was constructed in conformity with the building code. Additionally, the property's septic system will need to be enlarged. Because the structure is complete, the City would need to obtain engineering reports and perform destructive testing to issue a certificate of occupancy. As such, the owner has elected to seek de-annexation and will attempt to obtain a certificate of occupancy from Kootenai County.

FINANCIAL ANALYSIS:

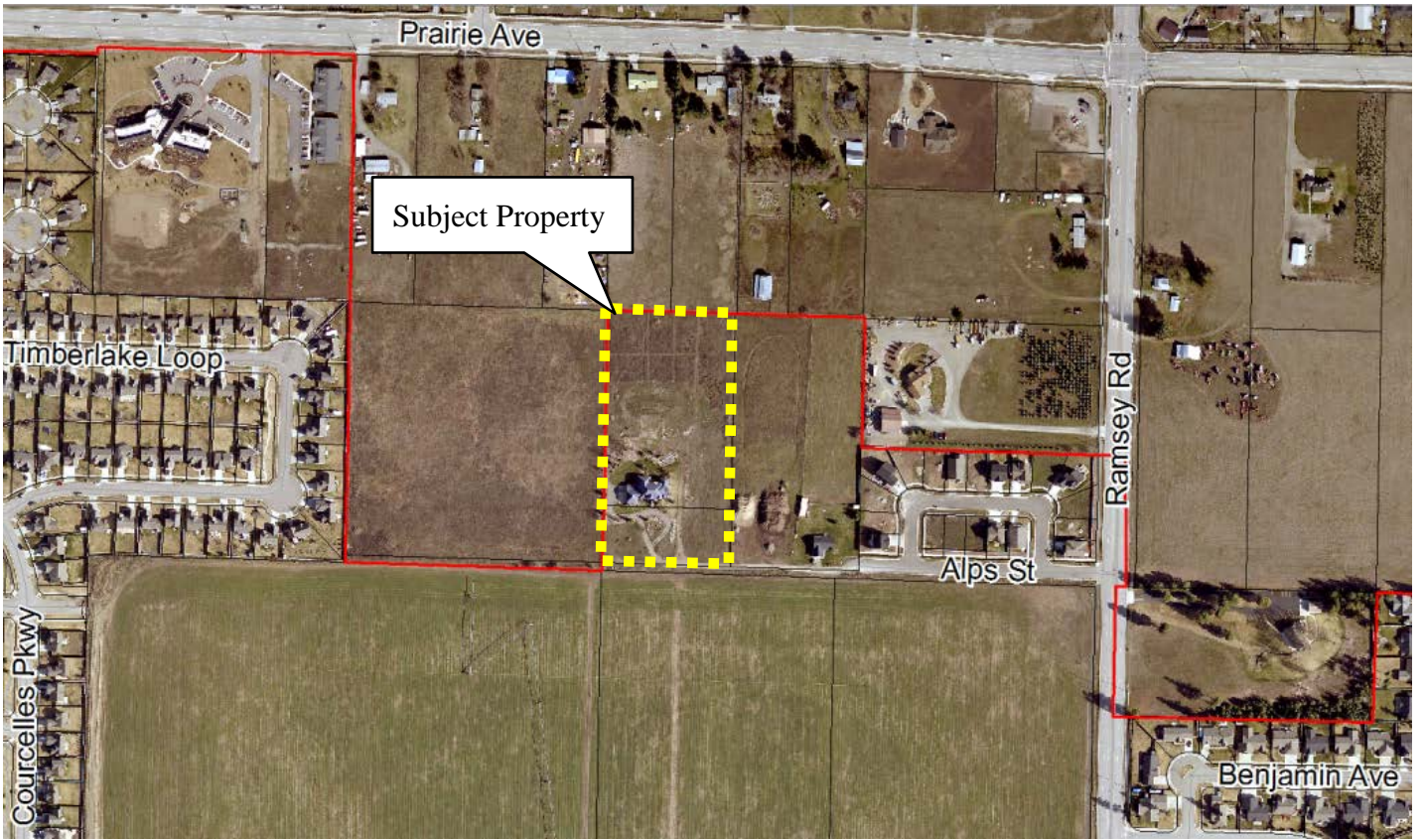
The proposed exclusion will have a limited financial impact on the City. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. Further, the applicant will be responsible to generate a new boundary map and legal description and will need to pay annexation fees for the area when the entire property is ultimately annexed into the City. However, the city could potentially see a nominal decrease in property tax revenue from the property.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Given the size and location of the property, excluding the property should not alter the quality of life for residents or negatively impact the ability of the city to provide services to surrounding properties.

DECISION POINT/RECOMMENDATION:

Recommend to the full City Council that the requested property be excluded from the city limits.



OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

Date: July 1, 2014
From: Bill Greenwood, Interim Park Director
SUBJECT: **Four Corners/ BLM Master Plan Funding**

DECISION POINT:

Staff recommends to City Council to accept the negotiated agreement with Welch/Comer to write the Four Corners/BLM Master Plan.

HISTORY:

On May 19, 2014 City Council endorsed and authorized staff to negotiate an agreement with Welch/Comer to write the BLM Master Plan. Park and Recreation Commission Chairman Scott Cranston and I met and spoke over several days with Phil Boyd and Dell Hatch to discuss the scope of work and the final cost of the plan.

FINANCIAL ANALYSIS:

The final cost for the master plan is \$118,200. LCDC has offered to fund 75% of the plan and the remaining 25% will come from partners within the area of impact for the Master Plan and remaining costs would come from the Parks Capital Improvement Fund or Parks Impact Fees.

PERFORMANCE ANALYSIS:

Welch / Comer will begin on the plan as soon as authorized. The timeline for the completion of the plan for adoption by City Council will be early February 2015.

DECISION POINT/ RECOMMENDATION:

Staff recommends to City Council to accept the negotiated agreement with Welch/Comer to write the Four Corners/BLM Master Plan.

RESOLUTION NO. 14-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH-COMER ASSOCIATES, INC. ITS PRINCIPAL PLACE OF BUSINESS AT 350 E. KATHLEEN AVE., COEUR D'ALENE, ID. 83815, FOR THE PURPOSE OF PREPARING THE FOUR CORNERS / BLM MASTER PLAN.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Welch-Comer Associates, Inc., for the purpose of preparing The Four Corners / BLM Master Plan 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 preparing the Four Corners / BLM Master 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 1st day of July, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
WELCH-COMER & ASSOCIATES, INC.
for
FOUR CORNERS/BLM CORRIDOR MASTER PLAN

THIS Agreement, made and entered into this 1st day of July, 2014, 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 WELCH-COMER ASSOCIATES, INC., an Idaho corporation, with its principal place of business at 350 E. Kathleen Ave, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. 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 WELCH –COMER & ASSOCIATES, INC.
- 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 Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Sixty (60) days thereafter. 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 of ONE HUNDRED EIGHTEEN Thousand TWO HUNDRED Dollars and NO/100 (\$118,200.00).

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.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. 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, 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.

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

Section 11. Equal Employment Opportunity.

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

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

C. The Consultant further agrees, in consideration of securing this agreement, to comply will all the requirements of Exhibit "B", attached hereto and incorporated herein by reference.

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

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

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional 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 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any 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.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of 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 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

WELCH-COMER & ASSOCIATES, INC.

Steve Widmyer, Mayor

Philip F. Boyd, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of July, 2014, 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 July, 2014, before me, a Notary Public, personally appeared **Philip F. Boyd**, known to me to be the President, of **Welch-Comer & Associates, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

City of Coeur d'Alene
Four Corners/BLM Corridor Master Plan
Scope of Work

Phase A - Concept Plan No. 1

Task 1 – Review Committee Kickoff

This meeting will validate and confirm the direction of the project in light of the comments from the workshops already held and the Seven Community Values. The Review Committee will also develop a Mission Statement so that every step along the way meets the team's initial goals. WC will review with the committee general ideas of location, and proposed facilities and uses and sketch them on an aerial photograph. A project schedule will be developed.

Deliverables:

1. Meeting minutes/Mission Statement
2. Schedule

Task 2 – Preliminary Placeholder Map

Using information from the kickoff meeting, approximately locate on an aerial photograph proposed uses and facilities, and the roads & trails to connect them, at approximate scale to provide general context for the uses and facilities. The City's utility data information and other relevant existing/proposed land uses will be included in the mapping for coordination/conflict purposes.

Deliverables:

1. Base map with utility information

Task 3 – Stakeholder Walk Through

Conduct a site walk through with the stakeholders, reviewing the preliminary placeholder map along the way.

Deliverables:

1. Meeting minutes

Task 4 – Data Collection and Analysis

Data will be collected from a variety of sources including: BLM lease criteria, City traffic data, trip generation data, and mapping to understand ownership and right of way throughout the corridor. Available information will be collected for properties

Deliverables:

1. Data collection summary

Task 5 – Traffic Analysis for Parking Garage

Engineer will collect traffic data during the weekend peak hour on Northwest Boulevard at Mullan Avenue, Garden, and River. Traffic generation and forecasts will include the proposed development along the 4 Corners area between Mullan Avenue and River Avenue and proposed expansion at the

City of Coeur d'Alene
Four Corners/BLM Corridor Master Plan
Scope of Work

County campus. Engineer will use the data to determine impacts to Northwest Boulevard from proposed improvements and potential modifications to roadway circulation. Potential improvements may include also the addition of a parking garage and traffic signal at Garden. City staff will assist in traffic data collection.

Deliverables:

1. Traffic Impact Study

Task 6 – Concept Plan No. 1

The first concept will be developed and will include the Four Corners/BLM property, the UP Railroad Option, and the BNSF Option. In this task, the team will explore economic development and revenue generation opportunities as well as develop the first opinions of cost. This task also includes assisting the City, with information such as proposed uses and mapping, in acquiring BNSF and UP railroad properties.

Deliverables:

1. Concept Plan Map (1:100 scale)
2. Independence, Memorial, LCDC Parcel, West BLM Sketch Site Plans (1:40 scale)
3. Provide initial building concept/footprints for the Parking Facility and Memorial Stadium (“City Buildings”) and Siting/Footprints for HREI, Museum, Carousel, and NIC Buildings (“Other Buildings”)
4. Preliminary Opinions of Cost for City Facilities

Task 7 – Small Group Meetings

This task includes reviewing the concept with several small groups of stakeholders. These small groups will focus on stakeholders with, primarily, a singular special interest such as Fort Grounds HOA, Kootenai County, NIC, Bellerive HOA, NICTF, and the CDA 2030 Leadership group.

Deliverables:

1. Meeting minutes
2. Executive Summary

Task 8 – Review Committee Meeting

After the meetings with the small groups, the Review Committee will complete their first iteration of **Discussion/Decision/Action** which will allow the team to document decision points and move forward with clear direction.

Deliverables:

1. Meeting minutes
2. Action Plan

City of Coeur d'Alene
Four Corners/BLM Corridor Master Plan
Scope of Work

Task 9 – Revise Concept No. 1

After the Review Committee’s Discussion/Decision/Action directives, the team will revise Concept No. 1 in preparation for the first Community Workshop. At this juncture, the team will also revise opinions of cost.

Deliverables:

1. Refined Concept Plan Map
2. Refined Independence, Memorial, LCDC Parcel, West BLM Site Plans
3. Refine City Buildings Concept/Footprints and siting/footprints for other buildings
4. Updated Preliminary Opinion of Cost

Task 10 – Community Workshop No. 1

This task includes presenting Concept No. 1 to the public in a workshop setting for the purpose of gathering public input and comment. The team will summarize the input.

Deliverables:

1. Presentation Materials
2. Meeting minutes
3. Executive Report

Task 11 – Review Committee Meeting

The team will reconvene with the Review Committee to discern the public comments and determine how to best revise the concept plan. At this juncture, the Review Committee will complete an iteration of **Discussion/Decision/Action** which will allow the team to document decision points and move forward with clear direction.

Deliverables:

1. Meeting minutes
2. Action Plan

Phase B - Concept Plan No. 2

Task 12 – Revise Concept Plan

After the Review Committee Meeting, the team will revise the concept to address the comments from the small groups meetings and the Community Workshop. Additionally, the team will coordinate with several agencies municipal and regulatory, to get a firm handle on the implications (permits, infrastructure, or other) of the planned improvements.

Deliverables:

1. Concept #2 Plan Map
2. Independence, Memorial, LCDC Parcel, West BLM Site Plans

City of Coeur d'Alene
Four Corners/BLM Corridor Master Plan
Scope of Work

3. City Buildings Concept/Footprint/Location and Other Buildings Location.

Task 13—Draft Funding Implementation Plan

At this time, the team will also begin developing project phasing plans and complete a draft of the funding and implementation plan.

Deliverables:

1. Draft Funding Implementation Plan

Task 14 – Review Committee Meeting

Discussion/Decision/Action

Deliverables:

1. Meeting minutes

Task 15 – Community Workshop No. 2

This task includes presenting Concept No. 2 to the public in a workshop setting for the purpose of gathering public renewed opinions and comment. The team will summarize the input.

Deliverables:

1. Meeting minutes
2. Executive Report

Task 16 – Review Committee Meeting

Discussion/Decision/Action

Deliverables:

1. Meeting minutes
2. Action Plan

Task 17 – Revise Concept Plan

Make minor revisions to the concept plan as a result of the community workshop.

Deliverables:

1. Concept #2 Plan Map
2. Independence, Memorial, LCDR Parcel, West BLM Site Plans
3. City and Other Buildings Footprints/Location

City of Coeur d'Alene
Four Corners/BLM Corridor Master Plan
Scope of Work

Task 18 – Joint Parks and Recreation Commission/LCDC Presentation

Deliverables:

1. Presentation Materials

Phase C - Concept Plan No.3

Task 19 – Revise Concept Plan

In this task, the team will revise the plan, project phasing, plan implementation schedule, and cost estimates based on the input from Community Workshop No. 2 and the Review Committee Meeting.

Deliverables:

1. Concept #3 Plan Map
2. Independence, Memorial, LCDC Parcel, West BLM Site Plans
3. City and Other Building Locations
4. Supporting Graphics

Task 20 Revise Funding & Implementation Plan

In this task the team will revise project phasing, plan implementation schedule, and cost estimates.

Deliverables:

1. Draft Funding Implementation Plan
2. Updated Opinions of Cost

Task 21 – Review Committee Meeting

In this task, the team will once again meet with the Review Committee for their concurrence before presenting the concept plan to the public at a Council Meeting.

Deliverables:

1. Meeting minutes
2. Action Plan

Task 22 – Public Presentation No. 1

In this task the team will present the latest concept to City Council for comment and input both from Council and the public.

Deliverables:

1. Presentation Materials
2. Meeting minutes

City of Coeur d'Alene
Four Corners/BLM Corridor Master Plan
Scope of Work

Task 23 – Small Group Meetings

In this task, the team will perform outreach to various groups throughout the community including the Sunrise Rotary, the Coeur d'Alene Rotary, Kiwanis, Chamber Upbeat Breakfast, 4C Natural Resource Committee, the North Idaho Centennial Trail Foundation, and gather input from the younger population through visits to Coeur d'Alene, Lake City, and Charter High Schools.

Deliverables:

1. Presentation Materials
2. Meeting minutes

Task 24 – Concept 3 Revision

This task will include revising the concept, project phasing plan, opinions of cost, and opportunities for revenue generation.

Deliverables:

1. Concept #3 Plan Map
2. Independence, Memorial, LCDRC Parcel, West BLM Site Plans
3. City and Other Buildings Locations
4. Supporting Graphics

Task 25 – Review Committee Meeting

Discussion/Decision/Action

Deliverables:

1. Meeting minutes
2. Action Plan

Phase D – Final Plan

Task 26 – Public Presentation No. 2

For this task, the team will present the final plan to the public at a City Council meeting. City Council will then be asked to accept the plan and implementation schedules, and authorize moving forward with obtaining available funding through grants.

Deliverables:

1. Presentation Materials/Bound Final Report (Three hard copies and a PDF file)

EXHIBIT "B"

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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



June 9, 2014

Michael C. Gridley, City Attorney
City of Coeur d'Alene
Legal Department
710 East Mullan Avenue
Coeur d'Alene, ID 83814

Subject: Coeur d'Alene Warehouse Noise Study

Ladies and Gentlemen:

This report summarizes my findings regarding the issue of noise ordinance compliance for Doyle's Warehouse, located at 651 W. Dalton Avenue in Coeur d'Alene, Idaho. These findings are based on ambient noise measurements conducted over a 24 hour time period at the north property line beginning at 5 PM on May 28, 2014.

Noise Ordinance

The city noise ordinance is codified in Section 17.07.120, where it specifies that the use of any property shall not create a measured sound level on residentially zoned property in excess of 65 dBA during the day (7 AM to 10 PM) and 55 dBA at night. There are no duration limits on the specified noise levels, so presumably a single violation could occur in as brief a time as 1 second.

Site Conditions

Photo 1 presents an aerial photo showing the vicinity of the noise study. Doyle's Warehouse is located on the south side of West Park Avenue, just west of the Candlelight Christian Fellowship Church. The Skate Plaza Roller Rink and Schaffer's Towing are located immediately south of Doyle's Warehouse on the north side of West Dalton Avenue. There are single family residences on the north side of West Park Avenue and to the west of Doyle's Warehouse parking lot. There is a building with a blue roof southwest of Doyle's Warehouse in the center of a large parking area between West Park Avenue and West Dalton Avenue. From my site observations, this is where most of the employees of Doyle's Warehouse park their cars. Much of this parking lot has been paved since this aerial photo was taken, and an 8-ft. high block wall has also been erected along the north and west sides of the parking lot.

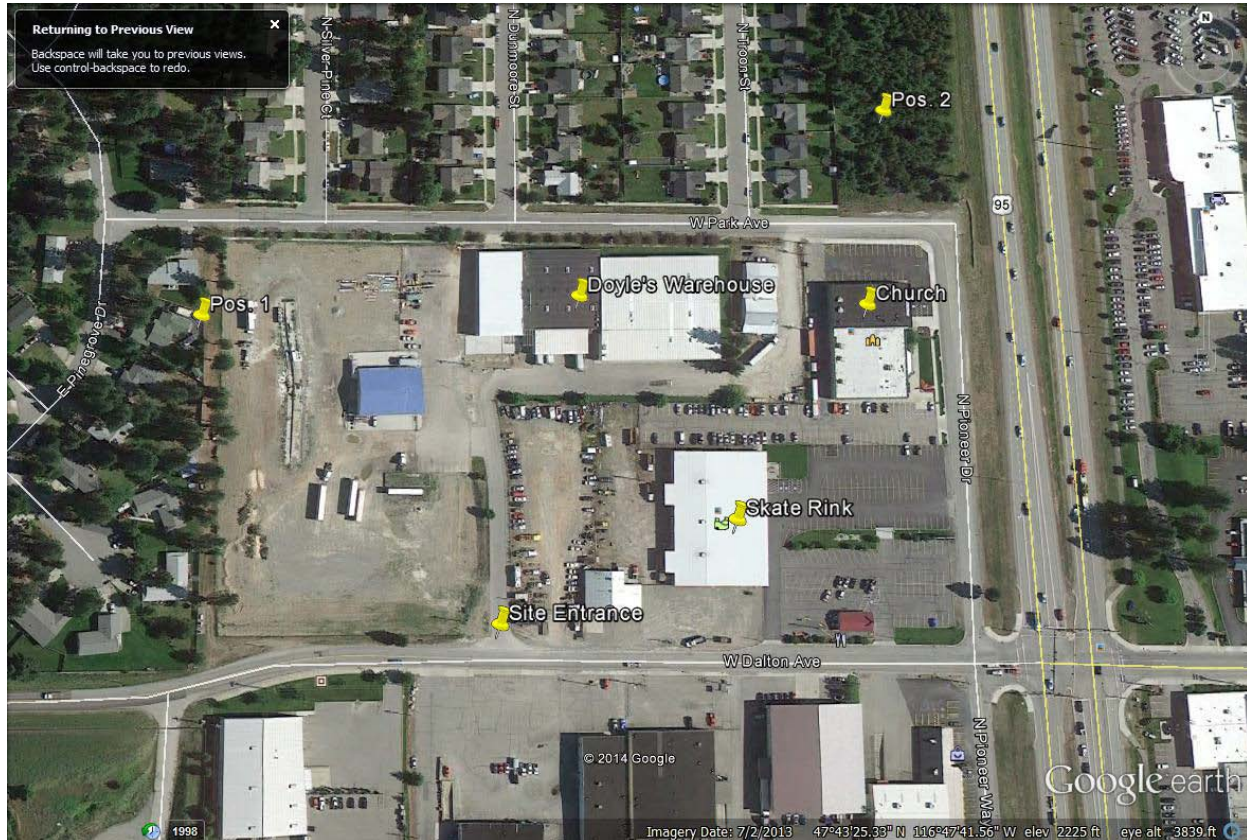


Photo 1. Aerial photo near Doyle's Warehouse showing noise measurement locations.

Noise Measurements

Ambient noise measurements were taken at the two locations shown in Photo 1. Position 1 is at the west property line, approximately 105 feet south of West Park Avenue on the west side of the utility right of way (approximately 28 feet west of the block wall). The data was collected with a Bruel & Kjaer model 2270 sound level meter using the BZ-7224 data logging software. The measurement microphone was positioned on top of a PVC pole just above the top of the existing fence as shown in Photos 2A and 2B. The measurement microphone was fitted with a Bruel & Kjaer model UA 1650 windscreen to shield the microphone from wind and protect the microphone from brief periods of light rainfall. The sound level meter and battery pack were housed in a weather-tight case located on the ground (and covered with grass to reduce visibility from the street) below the measurement microphone and chained to the existing metal fence post for security.



Photo 2A & 2B. Pos. 1 measurement microphone (see arrows pointing to windscreen).





Ambient noise measurements were also taken at Position 2, in the wooded area between Highway 95 and the existing homes on North Troon Street. A Bruel & Kjaer model 2238 data logging sound level meter was used to collect data at this location. This measurement location was not used to assess noise impacts from Doyle's Warehouse, but rather to be used to help distinguish if a specific noise measured at Position 1 was generated by traffic on Highway 95 as opposed to activity on Doyle's Warehouse property. The measurement microphone was positioned 16 feet above grade on a PVC pole secured to an existing tree (see Photo 3 at right). Both the Position 1 and Position 2 sound level meters were synchronized in time and calibrated with the same Bruel & Kjaer model 4230 portable acoustic calibrator immediately prior to the start of the noise measurements.



Measurement Results

Figures 1A through 1D present the measured A-weighted sound pressure level at Position 1. Each data point represents a 1 second average sound level (L_{eq}). Each graph presents 6 hours of data, so each graph contains 21,600 individual noise measurements in time. The solid red line represents the maximum allowable noise level specified by the noise ordinance. Over the entire 24 hour time period, 86,400 noise measurements (each representing a 1- second average sound level) were recorded. Taking into consideration all sounds (including aircraft, birds chirping, and barking dogs, etc.), the noise level exceeded 55 dBA 0.1% of the time. That is to say, 99.9% of the time the noise level was at or below 55 dBA. The loudest sources of noise that were recorded at Position 1 were: dogs barking and birds chirping near the measurement microphone. The peaks displayed in Figures 1A through 1D represent identifiable noise events that exceeded 55 dBA for at least 1 second. These noise events were identified either by direct visual observation or by listening to the audio recording. Some events (e.g., aircraft, birds, motorcycles, sirens,



and vehicles on streets) could easily be identified as not coming from the Doyle's Warehouse property. Other events, such as truck noise and unidentifiable sounds may or may not be coming from the Doyle's Warehouse property.

As you can see from Figures 1A through 1D, the measured noise level rarely exceeded the noise ordinance limit. During the first 6 hours (from 5 PM to 11 PM) the noise level exceeded the noise ordinance limit for the first 5 minutes due to the dog barking on the other side of the fence from the measurement microphone. It again exceeded the limit for 3 minutes beginning at 6:57:08 PM during a period of heavy rain. (The noise was rain falling on the microphone windscreen and the fence). There were also two occasions (7:49 PM and 9:22 PM) where trucks on the local streets briefly generated a noise level above the noise ordinance limit. These truck noise events were not verified by visual observation, but rather by listening to the audio recordings. There was also a brief event at 10:05 PM caused by me opening up and closing the instrument case to check the sound level meter. A few other events are noted in Figure 1A which might be of interest, including a noisy motorcycle, a truck using its compression breaks (noted as JB* in Figure 1A), and a noisy car. All of these were below the noise ordinance limit for that time of day. There were no known violations of the noise ordinance due to activities at Doyles Warehouse during this 6-hour time period.

Figure 1B presents the measured sound level at Position 1 during the second 6 hours (from 11 PM to 5 AM). As you can see, there were only 3 events that exceeded the 55 dBA nighttime noise limit. The first was an airplane at 3:28 AM, the second was heavy rainfall for a 2 minute period beginning at 3:48 AM, and the third was birds chirping between 4:00 AM and 4:10 AM. Actually, the birds began chirping around 3:30 AM and this continued unto about 4:12 AM with short 1 or 2 minute breaks at 3:54 AM and 4:10 AM, but most of the bird chirping sound was below the noise ordinance limit. Again, there were no known violations of the noise ordinance due to activities at Doyles Warehouse during this second 6-hour time period.

Figure 1C presents the measured sound level at Position 1 during the third 6 hours (from 5 AM to 11 AM). As you can see, there were only 7 events that exceeded the noise ordinance limit. The first was caused by me checking the sound level meter at 5:49 AM. The second was an impact noise from an unknown source at 6:23 AM. The third was caused by a brief period of heavy rain at 6:30 AM. The fourth and fifth events were sounds generated by trucks from unknown locations at 6:43 AM and 6:51 AM. I was visually monitoring the site from the south property line during this time period, and I saw no truck activity on Doyle's property between 6:40 AM and 6:55 AM. The final two events were caused by airplanes at 9:15 AM and 9:31 AM. Based on this data, there were no known violations of the noise ordinance due to activities at Doyles Warehouse during this 6-hour time period, although the impact noise at 6:23 AM is in question.



Figure 1D presents the measured sound level at Position 1 during the final 6 hours (from 11 AM to 5 PM). There were only 4 events that exceeded the 65 dBA noise ordinance limit during this time period. The first occurred at 11:31 AM when a Waste Management garbage collection truck drove east down West Park Avenue. The second event occurred at 12:18 PM when a bird landed very close to the measurement microphone and began chirping for a couple of minutes. Maximum noise levels of the chirping bird exceeded 80 dBA, so the bird must have been within 3 feet of the microphone. The third event was caused by an eastbound semi truck on West Dalton Avenue at 12:27 PM. This truck continued on to Highway 95, and did not turn into the project site. The final event that exceeded the noise ordinance limit was a barking dog at 4:37 PM. The maximum sound level of the barking dog was above 75 dBA, so it was likely within 25 feet of the measurement microphone. As you can see from Figure 1D, there were several other events of note, all with maximum sound levels that were below the 65 dBA daytime limit. These events included a 63 dBA jake brake noise from an eastbound truck on West Dalton Avenue at 11:51 AM, a noisy (60 dBA) motorcycle at 1:13 PM, a 63 dBA siren from Highway 95 at 1:56 PM, various airplanes, and a Waste Management truck picking up and returning a waste dumpster near the building with the blue roof. Photo 4 (below) shows the truck sliding the dumpster off the truck bed onto the ground. The arrow points to the dumpster. It is interesting to note that there was no loud impact sound when the dumpster hit the ground. It was a very quiet operation, other than the engine noise of the truck.

Photo 4.
Waste
Management
truck
unloading
dumpster.





Based on the data presented in Figures 1A through 1D, coupled with my visual observations and my review of the audio recordings, I could find no confirmed violations of the noise ordinance by activities on the Doyle's Warehouse property. It appears that there was very little activity prior to 6:00 AM on May 29, confirmed by the fact that the noise level never once exceeded 55 dBA from any noise source (other than me checking my instruments) between the hours of 10 PM and 6 AM. I made continuous visual observations of the site from the south side of West Dalton Avenue from 4 AM until 7 AM, and I noted the activity shown in Table 1.

Table 1. Confirmed visual activity and measured maximum noise level at Position 1.

Time	Description of Activity	Max. Noise Level
4:10	Pickup enters site from south entrance	48.8 dBA
4:16	Semi-truck leaves site, turns east to 95	53.5 dBA
4:47	Semi-truck leaves site, turns west on W. Dalton Ave.	50.4 dBA
5:03	Semi-truck leaves site, turns turns east to 95	47.6 dBA
5:06	Garbage truck eastbound on W. Dalton Ave.	46.9 dBA
5:09	Car enters site, Garbage truck eastbound on Dalton	49.6 dBA
5:30	Panel truck leaves site, turns west on W. Dalton Ave.	47.8 dBA
5:54	Car enters site and parks in center of parking area	48.8 dBA
5:55	Another car enters site and parks in center of parking area	50.3 dBA
6:10	Semi-truck enters site from south entrance	46.2 dBA
6:38	Semi-truck leaves site, turns east to 95	51.1 dBA

Note that none of the confirmed visual events in Table 1 created a noise level at Position 1 above 55 dBA, and none of these events correlate in time with the three events that did exceed the 55 dBA limit between 6 AM and 7 AM.

Figure 1E presents the measured ambient noise level at Position 1 for the 6:00 AM to 7:00 AM time period. The light blue line presents the measured noise level at Position 2 near Highway 95. As you can see, the events at Position 1 do not correlate with any high level events at Position 2, so the source of these events is not on Highway 95. If you click on the speaker icon you can hear these recorded sounds on your computer. The audio quality is best if you listen with headphones. Because there was no visual confirmation of truck activity on the Doyle's Warehouse property, it is highly likely that the truck sounds were created by trucks (or other vehicles that sound like trucks) on West Park Avenue (behind the 8-ft high block wall from my viewpoint on the south side of West Dalton Avenue). If that is the case, then these events would not constitute a violation of the noise ordinance, because the source is not on Doyle's Warehouse property.



Discussion

Although this study did not find any noise events from activity at Doyle's Warehouse that exceeded the Coeur d'Alene noise ordinance, this does not mean that such events are not possible. During my visit I saw only one truck on the west side of the building with the blue roof, and that was the waste management truck circling the blue building after picking up and dropping off the dumpster in the middle of the day. If that activity (or any truck activity west of the building with the blue roof) had taken place during the nighttime hours, the 55 dBA noise ordinance limit would almost certainly have been exceeded at Position 1. It is my understanding from communication from the neighbors that several delivery trucks (including trucks with trailer mounted refrigeration units) would park relatively close to the west property line prior to the construction of the block wall. This was not the case during this study. It appears to me that with the new block wall, Doyle's Warehouse can stay in compliance with the noise ordinance simply by keeping all trucks at least 150 feet from the west property line during the 10 PM to 7 AM nighttime hours.

I should also point out that the measured 24-hour average day-night sound level (L_{dn}) at Position 1 is 53.9 dBA. The L_{dn} is a single number metric (that takes into account all sounds received over a 24-hour period) used by the federal government to assess environmental noise regarding land use decisions. In general, sites with an annual average L_{dn} of 65 dBA or less are generally considered suitable for residential development without restriction. Sites with an annual average L_{dn} greater than 75 dBA are considered too noisy for residential development. An exterior L_{dn} less than 55 dB is generally regarded as a relatively quiet neighborhood. This may be one of the reasons why there are neighbor complaints regarding the Doyle's Warehouse trucking activities. Occasional unwanted loud sounds heard in an otherwise quiet neighborhood will usually not go unnoticed. For this reason, I would expect noise complaints to be less likely at homes located closer to Highway 95, the most predominant noise source in the area. As a point of reference, the measured L_{dn} at Position 2 was 64.9 dBA.

One final point. I also took noise measurements at the sidewalk next to the home at the intersection of North Dunmoore Street and West Park Avenue. This location is directly across the street from several wall louvers as shown in Photo 5 on the next page of this report. The measured noise level was 52 dBA at the neighbor's property line (approximately 80 feet north of the louvers), which is 3 dBA below the 55 dBA nighttime noise ordinance limit.



Photo 5. Wall mounted louvers on the north side of Doyle's Warehouse.



Summary

In summary, this study found no violations of the Coeur d'Alene noise ordinance due to activities at Doyle's Warehouse during the 24-hour noise measurement period. In addition, I believe that future violations are unlikely provided that trucks are kept at least 150 feet from the west block wall during the nighttime hours. This conclusion regarding future violations could change if a large number of trucks with refrigeration units are parked in the area, depending upon the precise location of the trucks and the type and noise level of the individual refrigeration units.

If you have any questions or comments concerning these findings, do not hesitate to contact me.

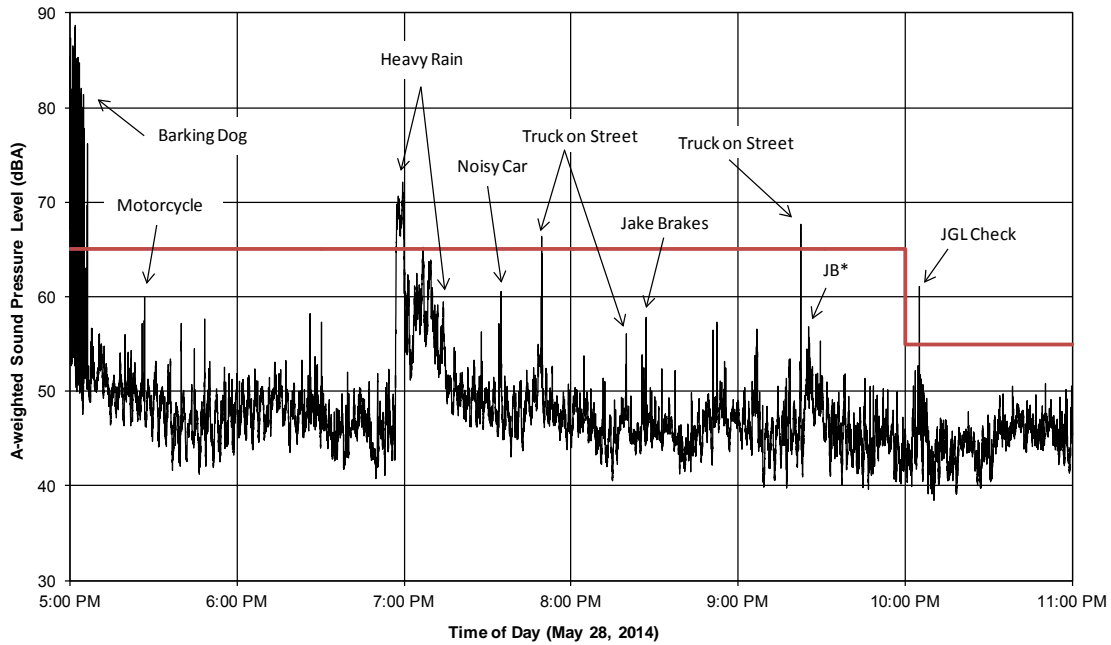
Very truly yours,
JGL Acoustics, Inc.

A handwritten signature in black ink that reads "Jerry G. Lilly".

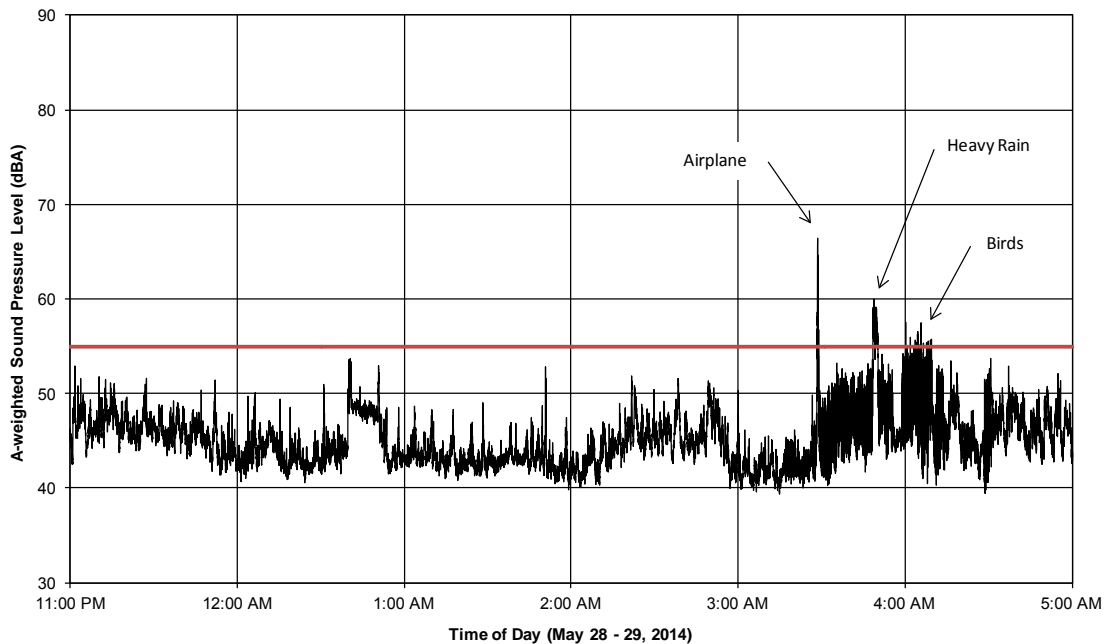
Jerry G. Lilly, P.E., FASA
President
Member INCE, ASHRAE, ASTM, NCAC



Doyle's Warehouse Noise Study
Figure 1A. Ambient noise at Position 1

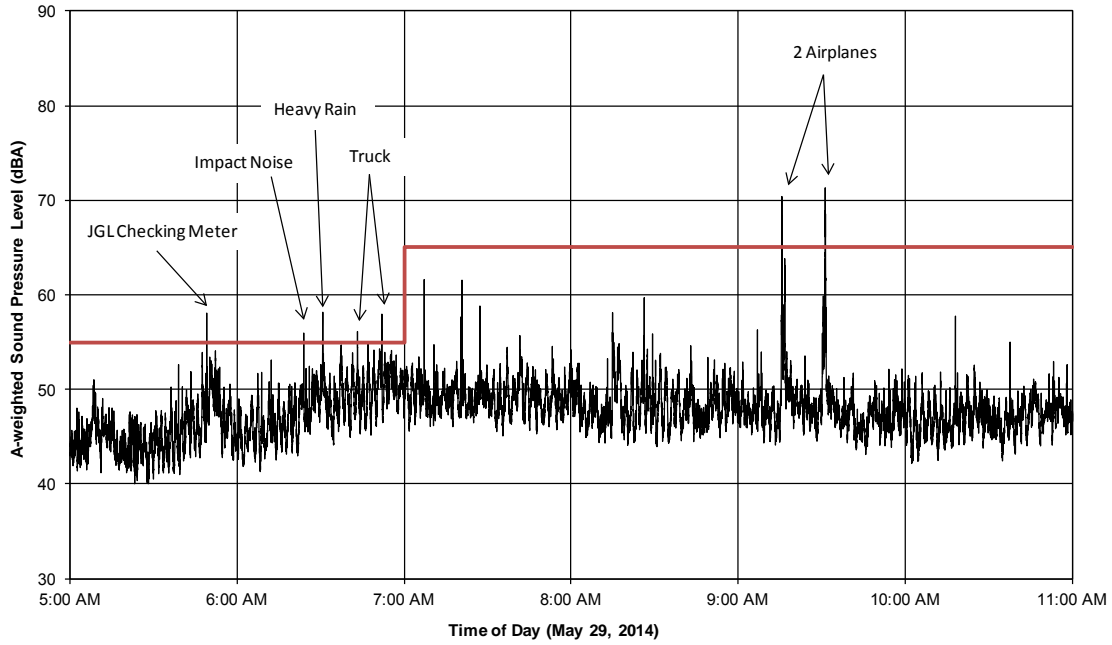


Doyle's Warehouse Noise Study
Figure 1B. Ambient noise at Position 1

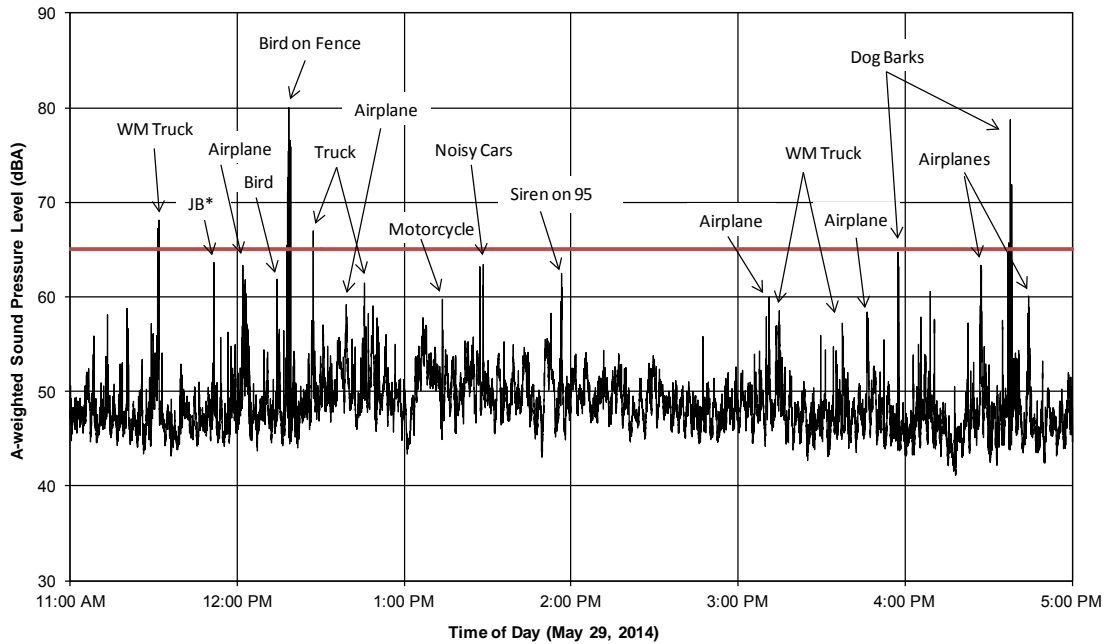




Doyle's Warehouse Noise Study
 Figure 1C. Ambient noise at Position 1

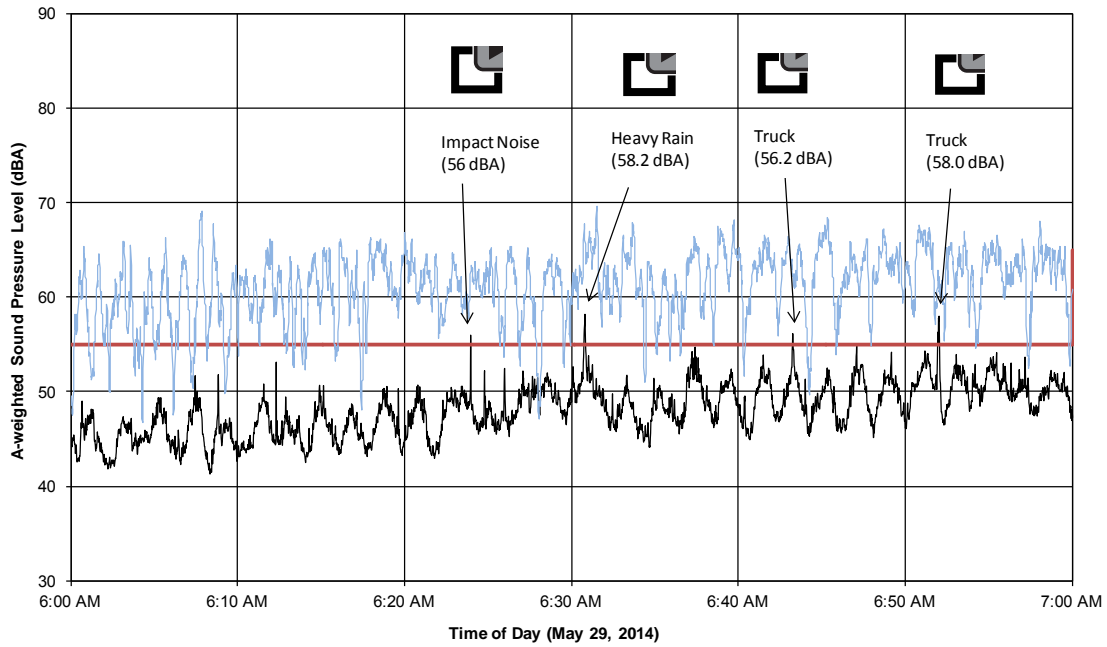


Doyle's Warehouse Noise Study
 Figure 1D. Ambient noise at Position 1





Doyle's Warehouse Noise Study
Figure 1E. Ambient Noise at Position 1



End of Report