

# Coeur d'Alene

## CITY COUNCIL MEETING

*January 19, 2016*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

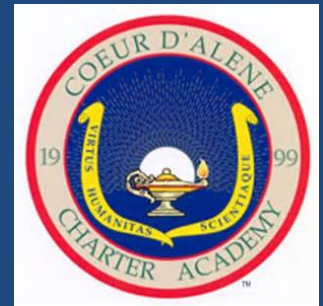
# PRESENTATIONS

# *Coeur d'Alene Fire Cadet Program*



# *About the Cadet Program*

- Partnership with local high schools
- Gives students an alternative elective credit
- Will give interested students a real-life look at Public Service
- Cadets will be given didactic and manipulative assignments
- Cadets must accrue a minimum of 80 hours per semester in order to receive credit (about 5 hours per week)



# *Fire Cadet Selection Process*

- Competitive process designed to mirror that of actual entry level Firefighter
- Application, physical agility, oral interview, mini-academy
- Each semester new “job” announcement will be made to CDA schools



# *What can a Cadet do?*

- Cadets will learn about the fire service, rank structure, etc.
- Cadets will be under the direct supervision of their assigned station Captain and crew
- Cadets will act as a job shadow and will participate in daily station activities (PT, training, cleaning, meals, emergency responses, etc)
- Cadets can assist in non-hazardous activities deemed appropriate by their Captain
- Cadets **cannot** enter into any hazardous atmosphere, or provide direct patient care



# *Cadet requirements*

- Follow Cadet SOP
- Be eager to learn
- Treat their fire family and the public with respect
- Complete drill book
- Maintain 2.5 GPA



*Thank you for your time*

*Any Questions?*

## CONSENT CALENDAR

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

January 5, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room January 5, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor Jim Williams with the Emmanuel Baptist Church provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember Adams led the pledge of allegiance.

**MERIT AWARD FROM THE IDAHO/MONTANA CHAPTER OF THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECT FOR MCEUEN PARK REDEVELOPMENT.**

Parks and Recreation Director Steve Anthony explained that this award represents the great job that was done on the McEuen project. Landscape Architect, Dell Hatch, presented the City Council with a plaque in honor of the American Society of Landscape Architect Award for the McEuen Park redevelopment. He explained that an out of state chapter does the judging of the projects. He reiterated that this award represents the many partnerships that it took to complete the park.

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

1. Approval of Council Minutes for December 15, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for January 11, 2016 at 12:00 noon and 4:00 p.m. respectively.
4. Cemetery Lot Repurchase from Orville K. and Lola N. Wing; Lot 7, Block 5, Section N; Forest Cemetery.
5. **Resolution No. 16-001 - 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 THE PURCHASE OF A 2016/2017 NEW JET/VACUUM TRUCK PROCUREMENT FROM FREIGHTLINER OF IDAHO WITH FREEDOM TRUCK CENTER, INC.; AWARD OF BID AND APPROVAL OF AN AGREEMENT WITH SPECIALTY PUMP SERVICES, INC. FOR REHABILITATION OF THE 4TH STREET WELL; DECLARING SURPLUS - MAXX, NARCOTICS DETECTION CANINE AND TRANSFERRING OWNERSHIP TO HIS HANDER, OFFICER ANDY STERLING, INCLUDING THE REQUIRED RESIDENTIAL KENNEL, HARNESES AND TOYS PURCHASED BY THE CITY; APPROVING AN AGREEMENT WITH SCHAFFERS TOWING, LLC AS THE CITY'S SINGLE SOURCE TOWING PROVIDER; AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COEUR D'ALENE PUBLIC LIBRARY AND THE COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE ESTABLISHMENT OF A BRANCH PUBLIC LIBRARY AT LAKE CITY HIGH SCHOOL.

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

#### **PUBLIC COMMENTS:**

Amy Lyons, Coeur d'Alene, thanked Councilmember Adams for his support of the midtown efforts and stated that it was a pleasure to work with him.

Sheldon Burt, Spokane, wanted to bring an issue with criminal trafficking within the community to the attention of the Council. He questioned the way his request for assistance for a property crime was handled and believes that local law enforcement is unwilling to do anything about this situation. He filed a report more than 4 months ago regarding property sold at a local pawnshop. He also questions why a thief in Spokane would be encouraged to sell items in Coeur d'Alene and wonders what the Police Department is doing to discourage those criminals from visiting businesses here. Mayor Widmyer stated that he understands this issue is an ongoing investigation.

#### **MAYOR AND COUNCIL COMMENTS:**

Mayor Widmyer expressed his thanks for the dedicated service given by Councilmember Adams and presented him with a plaque as a token of appreciation for his service. Councilmember Adams stated that he has enjoyed the job and congratulated newly elected councilmembers.

**OATHS OF OFFICE:** City Clerk Renata McLeod administered the oath of office to re-elected Councilmember Ron Edinger, Dan Gookin, and newly elected Councilmember Dan English.

**RECESS:** Mayor Widmyer called for a recess at 6:15 p.m. The meeting reconvened at 6:32 p.m.

**ROLL CALL:** Mayor Widmyer asked for a roll call of the new Council with members present being:

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

ELECTION OF COUNCIL PRESIDENT: **Motion** by Miller, seconded by Evans to elect Councilmember McEvers as Council President. **Motion carried.**

COMMITTEE APPOINTMENTS: Mayor Widmyer appointed Councilmember Edinger as Chairman of the General Services Committee and Councilmember Evans and Miller as committee members. The Mayor appointed Councilmember McEvers as Chairman of the Public Works Committee with Councilmember Gookin and English serving as committee members.

Additional Committee appointments were as follows:

- Councilmember Edinger: Tubbs Hill Foundation liaison; Parks Foundation liaison; Sick Leave Bank; Parks and Recreation Commission and liaison to the Senior Center
- Councilmember Evans: City Legislative Committee; Ped/Bike Committee, Arts Commission
- Councilmember Gookin: KMPO
- Councilmember McEvers: CDA TV; EMS
- Councilman English: Parking Commission; Kootenai Perspectives
- Councilman Miller: Library Board

The Mayor will continue to serve as the City's representative to Jobs Plus, Ignite CDA, and the AIC Board.

#### COUNCIL COMMENTS:

Councilmember McEvers welcomed Councilmember English aboard.

**RECESS: Motion** by Gookin, seconded by McEvers to recess to Thursday, January 14, 2016, in the Library Community Room (702 Front Avenue) at 12:00 Noon, for a Workshop with the Planning Commission. **Motion Carried.**

The meeting adjourned at 6:35 p.m.

ATTEST:

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

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

January 11, 2016  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Kiki Miller  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Bill Greenwood, Parks Superintendent  
Randy Adams, Chief Deputy City Attorney

**Item 1.           Agreement with Panhandle Kiwanis Club for Taste of Coeur d'Alene event in the City Park.**  
**(Resolution No. 16-002)**

Bill Greenwood, Parks Superintendent, is requesting approval to renew an agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene's event during the first weekend of August 2016 – 2018. Mr. Greenwood noted in his staff report that the event has been held in the City Park for the past 23 years. The Kiwanis purchased the event from the Festivals Committee approximately 4 years ago. They continue to do a great job with this event. They bring approximately 100 craft vendors and 25 food vendors to the park. They expanded their business a couple of years ago with a beer garden that has been very successful. Panhandle Kiwanis will pay the City for use of the parks by fees established by Resolution. The fees cover booth space including vendors and concessions. Overtime costs are usually associated with special events and those costs are also paid to the City by the event sponsor. This event is a favorite amongst the locals and visitors and occurs at the same time as the Art on the Green and the Downtown Street Fair.

**MOTION: by Council Member Miller, seconded by Council Member Evans, to recommend that Council adopt Resolution No. 16-002 approving an agreement with Panhandle Kiwanis Club for the Taste of Coeur d'Alene event during the first weekend in August 2016, 2017, and 2018. Motion Carried.**

**Item 2.           Agreement extension with Lake CDA Cruises for lease of Bays 1, 2, 3, 6, 7, and 8 on the commercial dock.**  
**(Resolution No. 16-002)**

Bill Greenwood is requesting approval to extend the lease agreement with Lake Coeur d'Alene Cruises. Mr. Greenwood stated the City has had a good working relationship with Lake Coeur d'Alene Cruises for over 20 years. If damage is caused to the docks they are prompt in making repairs. They have been a wonderful tenant and they provide a nice service to the community. Mr. Greenwood noted the only changes to this agreement is from a 2-year renewal to a 3-year renewal. Mr. Greenwood also noted in his staff report that the rental amounts are increased each year based on the current CPI (Consumer's Price Index). The Lessee is required to report any use of said dock during the period of November 1 to March 31 providing compensation to the Lessor on a per use basis.

Council Member Miller said she is glad to see this is on a CPI rather than a flat percentage renewal increase. She asked if all of the Parks agreements are moving towards this. Mr. Greenwood said yes, including extending

them from a 2-year to a 3-year agreement. Council Member Miller said she understands the agreement is April – October with a monthly fee and November – March is voluntary usage reporting of the dock space. Mr. Greenwood said that is correct. Council Member Miller added that they provide a great service and a great business for the community.

**MOTION: by Council Member Evans, seconded by Council Member Miller, to recommend that Council adopt Resolution No. 16-002 approving a Lease Agreement with Lake Coeur d'Alene Cruises for Bays 1, 2, 3, 6, 7, and 8 on the commercial dock. Motion Carried.**

The meeting adjourned at 12:10 p.m.

Respectfully submitted,

[Juanita Knight](#)  
Recording Secretary

**PUBLIC WORKS COMMITTEE  
MINUTES  
January 11, 2016  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Dan English

**STAFF PRESENT**

Gordon Dobler, Eng. Svcs. Dir.  
Terry Pickel, Water Supt.  
Jim Hammond, City Administrator  
Randy Adams, Deputy City Attorney  
Amy Ferguson, Executive Asst.

**Item 1            Well Water Quality Enhancement Evaluation – Consultant Services Agreement  
                     with Murray Smith & Associates, Inc.  
Consent Calendar**

Terry Pickel, Water Superintendent, presented a request for authorization to enter into a Consultant Services Agreement with Murray, Smith and Associates, Inc. for a Well Water Quality Enhancement Evaluation project.

Mr. Pickel stated in his staff report that the Hanley and Clayton wells have historically had Arsenic levels in excess of the national acceptable standard of 10 parts per billion (10 ppb). While Clayton is currently not used as a potable source, Hanley is and it meets the standard under a part-time weighted annual average agreement with the Idaho Department of Environmental Quality as allowed under the Safe Drinking Water Act. The agreement stipulates a maximum number of hours that the Hanley Well can run per season and is only used to meet peak demands. Monthly samples are collected upstream, downstream and at the source and are averaged for the year. The Clayton Well is being used by the Fairgrounds for irrigation water at this time.

Funding for the proposed project is included in the current fiscal year budget. The proposed Consultant Services Agreement is for \$62,800, which will leave approximately \$67,200 of the budgeted amount for contractor services. The contractor will be selected to perform anticipated pump tests. The consultant will gather existing water quality data for the two wells to establish a base line for future comparison. They will then work with a contractor to perform test pumping at ten foot intervals while drawing water quality samples in order to determine if there are levels at which the Arsenic is less prevalent or may be absent in each of the two wells. The consultant will then present a report as to the possibility of reducing or eliminating the Arsenic levels in the two wells to effectively meet water quality standards for potable wells.

Mr. Pickel explained that if the project is successful, it may forestall having to drill one new well in the future.

Councilmember McEvers asked if this was a bid contract. Mr. Pickel said that this was a smaller contract and they felt it was a good way for Murray, Smith to get their foot in the door.

Councilmember McEvers asked if the high school has ever been interested in using water from the Clayton well for irrigation. Mr. Pickel said that the high school has not shown much interest as they would have to put in infrastructure and there would still be a fee for the water.

Mr. Adams confirmed that professional services agreements are exempt from the dollar limitations under the purchasing guidelines.

Councilmember English commented that water quality is very important and it sounds like there might be potential for clean water at different levels in the wells. Mr. Pickel said that he was talking to the Department of Environmental Quality (DEQ) a few weeks ago and there was a similar project in North Idaho where they were moderately successful at identifying a level of clean water, and they were able to go in and reutilize the well.

**MOTION: Motion by Gookin, seconded by English, to recommend Council approval of Resolution No. 16-002, authorizing a Consultant Services Agreement with Murray Smith & Associates, Inc. for a Well Water Quality Enhance Evaluation project. Motion carried.**

**Item 2                    Maintenance Agreement with North Idaho College for the Levee Portion of the Floodworks Project**

**Agenda**

Gordon Dobler, Engineering Services Director, presented a request for council approval of an agreement with North Idaho College regarding the maintenance of the Rosenberry levee.

Mr. Dobler stated in his staff report that the Coeur d'Alene Flood works system was constructed by the United States Army Corps of Engineers in the early 1940's and has been certified by the USACE as protecting against a 100 year flood event to the Federal Emergency Management Agency. Effective August 31, 2013 the USACE no longer certified the system. In order to achieve certification, a third-party engineering firm (Ruen-Yeager) was employed to certify the system. The operations and maintenance portion of the FEMA certification submittal requires that the floodworks be maintained. The earthen levee portion of the floodworks is on North Idaho College property. The City of Coeur d'Alene, as sponsor of the floodworks system has a mutual interest and responsibility to provide the on-going maintenance of the levee as a requirement for certification. The purpose of the agreement with North Idaho College is to identify and clarify the responsibilities of each party. The letter of understanding will aid in the budgeting process by identifying the anticipated costs by each for the on-going maintenance.

Mr. Dobler said that this is one of the last things on the "to do" list for the levee recertification. NIC will do the day-to-day maintenance and the City put in the irrigation, grass, pads on the levee itself, and street lights.

Councilmember Gookin said that there was talking about adding curbing on Rosenberry Drive because of the run off. Mr. Dobler said that they don't have any immediate plans to add curbing as it is not a part of the recertification, but obviously run off is creating some erosion. Mr. Dobler noted that curbing channels the drainage so it is more difficult to deal with unless they are piping it somewhere. They will look at it in the next few years.

Councilmember Gookin asked if they were going to be putting in handicapped parking spaces. Mr. Dobler said that they are not planning on putting any spaces on the levee as it would be really involved because you have to have an accessible route to the parking space. Councilmember Gookin responded that he would like to see some handicapped spaces created. Councilmember McEvers asked if there were areas set aside right now for handicapped parking space. Mr. Dobler said that those areas were removed when they did the levee because they didn't meet any code requirements. They have had ongoing

conversations with NIC for the last two or three years. NIC has plans to discuss putting them back where the current restrooms are.

Councilmember English said that he would also be very supportive of handicapped access and would support NIC's efforts. He asked how the repair or replacement of the North Idaho Centennial Trail existing on NIC's property became the responsibility of the City. Mr. Dobler said that the City has always done that since the Education corridor project was done. The unspoken agreement is that NIC would put the trail in, but that the Parks Department maintains it.

Councilmember McEvers asked about maintenance of the landscape and whether NIC is responsible for landscaping both sides of the levee. Mr. Dobler confirmed that the road on top of the levee is public property, but everything on either side of the road is NIC property. NIC will maintain the landscape and pay for the water utilized to maintain it.

**MOTION: Motion by Gookin, seconded by English, to approve Resolution No. 16-004, authorizing an agreement with North Idaho College for the maintenance of the Rosenberry levee portion of the floodworks project. Motion carried.**

**Item 3                    Approval of Professional Services Agreement with Welch Comer for Design of  
Seltice Way Sidewalk  
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for council approval of the Professional Services Agreement with Welch Comer Engineers for Design of sidewalks on Seltice Way, along the south side.

Mr. Dobler stated in his staff report that in 2014, the city applied for a federal grant for the design and construction of sidewalk on Seltice Way. The grant was approved for design in FY 16 and construction in FY 17. Staff has negotiated the design contract with Welch Comer and it is ready for execution. The estimated costs for the design and construction is \$395,000. There is a 20% match required, so the match is estimated at \$79,000. The contract amount is for \$60,600, and the project is in the current budget. The project includes the construction of new sidewalk and multi-use path on the south side of Seltice, from NW Boulevard to west of Riverstone Drive. The sidewalk will be constructed within the existing right-of-way.

Mr. Dobler explained that when they do state projects, the state has prequalified lists and they directly solicited this contract because it was under \$100,000. The reason they did this is they went through a selection process with ITD for the Seltice Way project and Welch Comer got that contract, so it makes sense to give them this project since the two go hand in hand.

Mr. Dobler said that the focus of this project to is put sidewalk on Northwest Boulevard "until the money runs out" near the Prairie Trail. In the interim, they have had some projects come in on the southeast corner of Riverstone and Seltice and they were required to put in sidewalk, so it gives the City some additional money to put in sidewalk further west. The City is using the state's design contract.

Councilmember Gookin asked if any trees were going to be removed. Mr. Dobler responded that with road widening projects, there is a good chance that they may need to remove trees. He also confirmed that the project is in the city's current year budget for design.

**MOTION: Motion by English, seconded by Gookin, to approve Resolution No. 16-002 authorizing a Professional Services Agreement with Welch Comer for Design of Seltice Way Sidewalk.**

The meeting adjourned at 4:29 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

DATE: JANUARY 19, 2016

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 2, 2016

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-3-15	Applicant: Harmony Homes, LLC Location: 2810 & 2960 W. Prairie Avenue Request: A proposed annexation from County Agriculture to City R-8 (Residential at 8 units/acre) zoning district	Recommended approval	Legislative
PUD-1-04.4	Requested Appeal Applicant: Riverwalk Townhomes, LLC Location: Bellerive Lane Request: A modification to Riverwalk PUD	Recommended deny without prejudice	Quasi-Judicial
S-6-15	Requested Appeal Applicant: Riverwalk Townhomes, LLC Location: Bellerive Lane Request: A proposed 2-lot preliminary plat "Riverwalk Townhomes"	Recommended deny without prejudice	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **February 2, 2016**

DATE: JANUARY 12, 2016  
TO: MAYOR AND CITY COUNCIL  
FROM: RENATA MCLEOD, CITY CLERK  
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 16, 2016

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I am requesting the City Council set a public hearing for the Council meeting scheduled February 16, 2016, to hear public testimony regarding substantial amendments to the Community Development Block Grant Plan Year 2014 and 2015 Action Plans.

RESOLUTION NO. 16-002

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 S-1-14.M, LAKE FOREST WEST 2<sup>ND</sup> ADDITION: FINAL PLAT, SUBDIVISION AGREEMENT & SECURITY APPROVAL; APPROVING AN EVENT AGREEMENT WITH PANHANDLE KIWANIS CLUB FOR THE TASTE OF THE COEUR D'ALENE'S EVENT IN THE CITY PARK; APPROVING A LEASE AGREEMENT WITH LAKE COEUR D'ALENE CRUISES FOR LEASE OF BAYS 1, 2, 3, 6, 7, AND 8 ON THE COMMERCIAL DOCK; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MURRAY, SMITH AND ASSOCIATES, INC., FOR THE WELL WATER QUALITY ENHANCEMENT EVALUATION PROJECT; APPROVING AN IDAHO TRANSPORTATION DEPARTMENT - LOCAL PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC. FOR THE SELTICE WAY SIDEWALK PROJECT.

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 F" and by reference made a part hereof as summarized as follows:

- A) Approving S-1-14.m, Lake Forest West 2<sup>nd</sup> Addition: Final Plat, Subdivision Agreement & Security approval;
- B) Approving an Event Agreement with Panhandle Kiwanis Club for the Taste of the Coeur d'Alene's event in the City Park;
- C) Approving a Lease Agreement with Lake Coeur d'Alene Cruises for Lease of Bays 1, 2, 3, 6, 7, and 8 on the commercial dock;
- D) Approving a Professional Services Agreement with Murray, Smith and Associates, Inc., for the Well Water Quality Enhancement Evaluation project;
- E) Approving an Idaho Transportation Department - Local Professional Services Agreement with Welch Comer & Associates, Inc. for the Seltice Way Sidewalk project;

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 F" 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 19<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
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 ENGLISH Voted \_\_\_\_\_

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

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

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

## **CITY COUNCIL STAFF REPORT**

**DATE:** January 19, 2016  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Lake Forest West 2<sup>nd</sup> Addition: Final Plat, Subdivision Improvement Agreement & Security Approval

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### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a forty-nine (49) lot second phase of the 193 lot development.
2. City Council approval of the furnished subdivision improvement agreement and security.

### **HISTORY**

- a. Applicant: Del Kerr  
Lake Forest, LLC  
8946 Heather Way  
Hayden, ID 83835
- b. Location: Between Ramsey Road and Windy Pines, situated between Hanley and Canfield Avenues.
- c. Previous Action:
  1. Final plat approval Lake Forest West – September 2014.
  2. Final plat approval Lake Forest West 1<sup>st</sup> Addition – September 2015

### **FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$184,498.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

### **PERFORMANCE ANALYSIS**

The developer has completed the necessary subdivision agreement and is bonding for the 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, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by June 30, 2016.

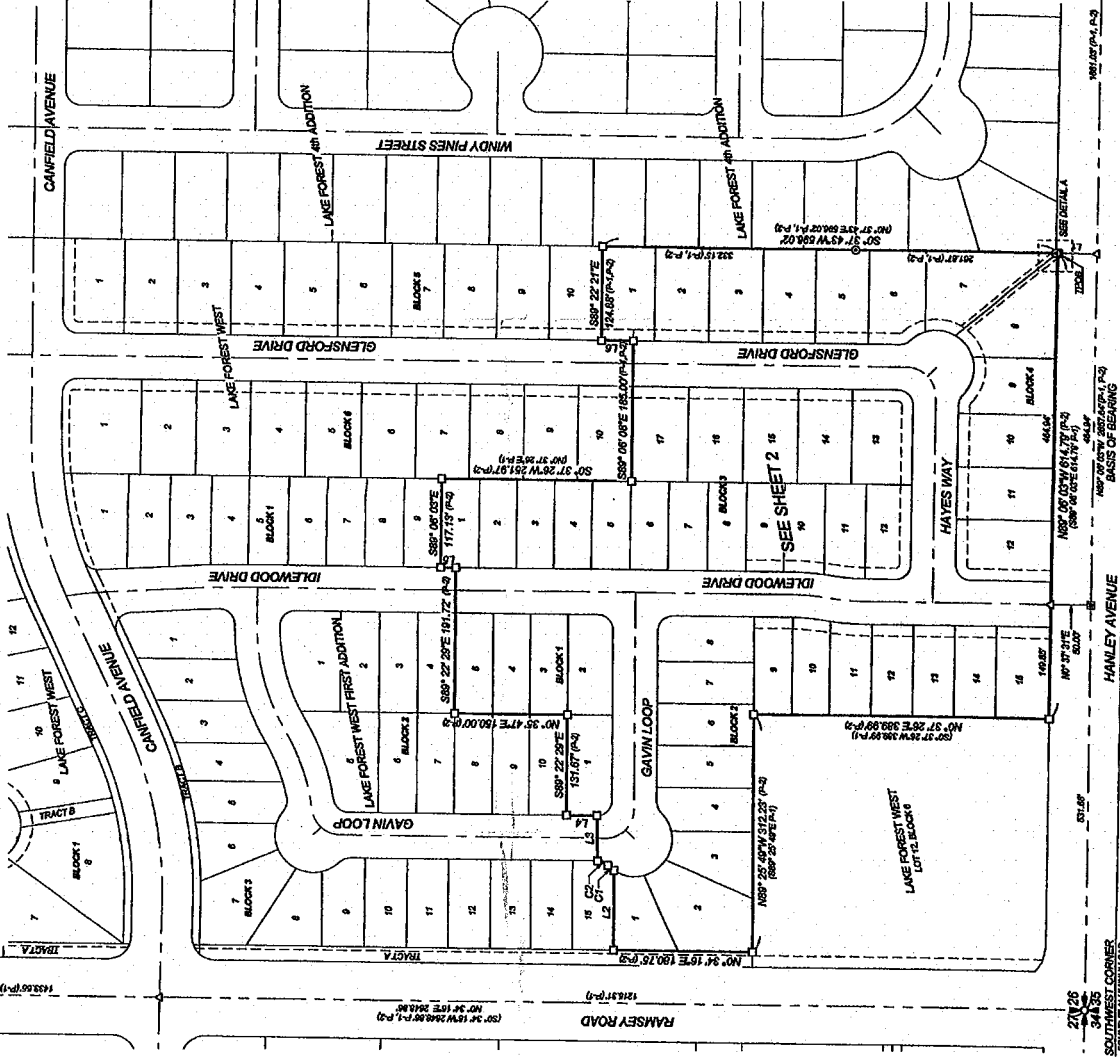
### **DECISION POINT RECOMMENDATION**

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

# LAKE FOREST WEST SECOND ADDITION

A REPLAT OF LOT 10, BLOCK 1 OF LAKE FOREST WEST FIRST ADDITION  
LYING IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

126 WEST QUARTER CORNER  
FOUND 1/2" ALUMINUM CAP  
MARKED 271  
20220000



## BASIS OF BEARING

THE BASIS OF BEARING FOR THE LAKESIDE SUBDIVISION, COEUR D'ALENE, IDAHO, IS THE SOUTH  
LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, A CONVERGENCE ANGLE OF 40° 47' 00" PROJECT SCALE CAL.  
GIVEN, AT THE SOUTHWEST CORNER OF SAID SECTION 26.

## NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY  
EXEMPTIONS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

## REFERENCE DOCUMENTS

PLAT 1 OF LAKE FOREST WEST FIRST ADDITION PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 1 OF  
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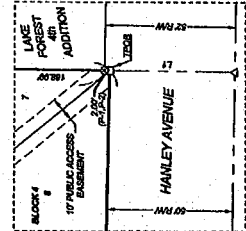
Curve #	Length	Radius	Chord	Bearing	Record Data
C1	16.87	20.00	10.37	N89°57'00"E	(P-3)
C2	16.87	20.00	10.37	N89°57'00"E	(P-3)

Line #	Length	Direction	Record Data
L1	50.00	N70°00'00"E	(P-1, P-2)
L2	50.00	N70°00'00"E	(P-2)
L3	50.00	N70°00'00"E	(P-2)
L4	50.00	N70°00'00"E	(P-2)
L5	50.00	N70°00'00"E	(P-2)

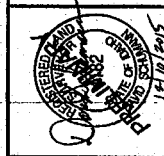
## LEGEND

- 1 SET 1/2" X 3/4" REDBARS WITH 1" ALUMINUM CAP MARKED "P-1 #10"
- 2 SET 1/2" X 3/4" REDBARS WITH YELLOW PLASTIC CAP MARKED "P-1 #10"
- 3 FOUND 1/2" X 3/4" REDBAR WITH YELLOW PLASTIC CAP MARKED "P-1 #10"
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- 100 FOUND 1/2" X 3/4" REDBAR WITH YELLOW PLASTIC CAP MARKED "P-1 #10"

- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- BASEMENT LINE
- CENTER LINE
- SECTION LINE



SCALE: 1" = 100'



LAKE CITY ENGINEERING  
200 N. SPOONER WAY, STE. 4  
COEUR D'ALENE, IDAHO 83815  
PHONE 208-676-0029

SOUTH QUARTER CORNER  
FOUND 1/2" ALUMINUM CAP  
MARKED 271  
20220000

126 WEST QUARTER CORNER  
FOUND 1/2" ALUMINUM CAP  
MARKED 271  
20220000

126 WEST QUARTER CORNER  
FOUND 1/2" ALUMINUM CAP  
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126 WEST QUARTER CORNER  
FOUND 1/2" ALUMINUM CAP  
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20220000

126 WEST QUARTER CORNER  
FOUND 1/2" ALUMINUM CAP  
MARKED 271  
20220000





**AGREEMENT TO PERFORM SUBDIVISION WORK**  
**Lake Forest West 2<sup>nd</sup> Addition Subdivision**

THIS AGREEMENT made this \_\_\_\_ day of January, 2016 between Lake Forest, LLC, with Delbert Kerr, Member, whose address is Lake Forest, LLC, 8946 Heather Way, Hayden, ID, 83835, 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 Lake Forest West 2<sup>nd</sup> Addition subdivision, a forty-nine (49) lot residential development in Coeur d'Alene, situated in the West ½ of the Southwest Quarter of Section 26, 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: landscape buffer and irrigation system, roadway drainage swales, curb drainage inlet aprons, standard City sidewalk (5' width) with type "D" pedestrian ramps, and, lot monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30<sup>th</sup> day of June, 2016. Said improvements are more particularly described on the submitted estimates dated December 31, 2016 attached as Exhibit "A", and, shown on the improvement plans titled Lake Forest West Second Addition, designed by Drew Dittman, PE, of Lake City Engineering, Inc., whose address is 3909 N. Schreiber Way, Suite # 4, Coeur d'Alene, ID 83815, dated October 6, 2015, 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 Eight-four Thousand Four Hundred Ninety Eight and 00/100 Dollars (\$184,498.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

**LAKE FOREST, LLC**

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

\_\_\_\_\_  
Delbert Kerr, Member

ATTEST:

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

[Agreement re: Resolution No. 16-\_\_\_\_]

<b>LAKE FOREST WEST 2nd ADDITION</b>			<b>Date:</b>	<b>12/31/2015</b>
<b>Performance Bond Estimate</b>				
<b>Final Plat</b>				
Roadway Swales	2198	sy	\$ 4.60	\$ 10,110.80
5' Sidewalk	3870	ea	\$ 18.50	\$ 71,595.00
Type D Pedestrian Ramp	4	ea	\$ 765.00	\$ 3,060.00
Curb Inlet	49	ea	\$ 117.00	\$ 5,733.00
Property Monumentation	1	ls	\$ 2,500.00	\$ 2,500.00
<b>Final Plat Subtotal:</b>				<b>\$ 92,998.80</b>
<b>150% Performance Bond</b>				<b>\$ 139,498.20</b>

<b>LAKE FOREST WEST 2nd ADDITION</b>			<b>Date:</b>	<b>12/31/2015</b>
<b>Landscape Bond Estimate</b>				
<b>Landscape Improvements</b>				
Landscaping, Irrigation and Buffer as Required	1	ls	\$ 30,000.00	\$ 30,000.00
			<b>Landscape Subtotal:</b>	<b>\$ 30,000.00</b>
			<b>150% Performance Bond</b>	<b>\$ 45,000.00</b>

**STAFF REPORT  
GENERAL SERVICES**

**January 11, 2016**

**From: Bill Greenwood, Parks Superintendent**

**Decision Point:** To renew the agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene's event during the first weekend in August.

**History:** The Taste of the Coeur d'Alene's event has been held in the City Park for the past 23 years. Panhandle Kiwanis requested a renewal of their three year agreement to assure the dates and times of the annual event.

**Financial Analysis:** Panhandle Kiwanis Club will pay the city for use of the parks by fees established per resolution. The fees cover booth space including vendors and concessions. Overtime costs are usually associated with special events and those costs are also paid to the city by the event sponsor. The event(s) cover all costs associated with the event.

**Performance Analysis:** The Panhandle Kiwanis Club purchased the Taste of the Coeur d'Alene's event from the Festivals Committee approximately 4 years ago. The organizers of the 'Taste' event moved to Arizona and chose not to continue with the event. This event is a favorite amongst the locals and visitors and occurs at the same time as the Art on the Green and the Downtown Street Fair.

**Decision Point:** To renew the agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene's event during the first weekend in August.

## EVENT AGREEMENT

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of January, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **PANHANDLE KIWANIS** with its principal place of business at PO Box 3014, Coeur d'Alene, Idaho 83816 hereinafter called "KIWANIS,"

W I T N E S S E T H:

THAT, WHEREAS, Kiwanis has been operating and managing the Taste of the Coeur d'Alene's event for the past seven years; they purchased the event from the Coeur d'Alene Festivals Committee in 2009; the Taste of the Coeur d'Alene's has a long, successful history, approximately 24 years, and is the host/sponsor of Arts and Crafts, food concessions and entertainment at the Coeur d'Alene City Park the first weekend in August (Thursday, Friday, Saturday and Sunday with Thursday being a set-up day); and it is in the best interests of the parties that they enter into an agreement for 2016, 2017 and 2018 with respect to the Taste of the Coeur d'Alene's, renewable for three years at the conclusion of the 2018 season upon request of Kiwanis.

NOW, THEREFORE, IT IS AGREED that for and in consideration of the covenants and agreements set forth herein Kiwanis is awarded an agreement to operate and manage the Taste of the Coeur d'Alene's for a three-year term, renewable for an additional three-year term, according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement, the parties agree that the term "employee" shall include all members of Kiwanis and any volunteers who would assist them during the event.

Section 2. Community Relations: Kiwanis agrees that they and their employees will be courteous, informed about the community, and will assist with questions from tourists and other park users.

Section 3. Appropriate Attire: Kiwanis agrees that they and their 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 & Recreation Director. It will not be permissible to operate the event in other apparel without prior written approval.

Section 4. Staffing: Kiwanis agrees that the event must be staffed by at least six Kiwanis at all times.

Section 5. Health Permit: Kiwanis agrees that all food vendors shall obtain a health permit as required by law for a food concession that may be part of the event. The permit must be placed in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by July 1, 2016 for the 2016

event and on July 1 of each succeeding year of the event. Failure to provide the required health permit within the above stated time may result in the City denying Kiwanis a permit for the event. The purpose of the permit is to protect the public.

Section 6.     Food: Kiwanis may allow all foods within the scope of the health permit.

Section 7.     Non-food Items: Kiwanis agrees to review all requests for items to be sold at the event and not allow items that may be deemed to be unreasonably dangerous or illegal.

Section 8.     Refuse: Kiwanis agrees not to dispose of their refuse at a City maintained trash receptacle. Kiwanis will make arrangements with Waste Management for a trash receptacle or bin, and for pick up of said receptacle or bin when necessary during event. Kiwanis employees/volunteers can empty the trash receptacles or contact the Parks & Recreation Department during the permitting process for the purpose of disposing refuse resulting from their event. Kiwanis will do this at their expense. The park and surrounding site must be kept clean at all times.

Section 9.     Conflicting Projects: Kiwanis understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 24 below entitled “Notice”.

Section 10.    Park Repairs: Kiwanis understands that during the term of this agreement, the City may undertake repairs to the City’s Park and/or amenities, which may interfere with Kiwanis operation in the park. Kiwanis specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 11.    Indemnity and Hold Harmless: Kiwanis agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Kiwanis, their agents, or employees. Kiwanis further agrees, at Kiwanis cost, to defend the City against all claims of third parties arising out of this agreement, including any claims resulting from the operation of Kiwanis event or in connection with the negligent or wrongful acts, errors and omissions of Kiwanis, their agents or employees.

Section 12.    Site Specifications: Kiwanis agrees to the following site specifications,

- A. Booth size: 10 ft. X 10 ft. for arts and craft booths.
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available but must be verified and approved by Parks & Recreation Department 30 days prior to event.
- D. Cooling source: battery, ice, propane, or whisper quiet generator.

- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be stored next to cart.
- F. The concessions must be kept clean throughout the event.
- G. Food Concession booths size is 10 ft. X 20 ft.

Section 13. Term: The City shall grant an event permit to Kiwanis for the first weekend in August to include Thursday, Friday Saturday and Sunday for the event to be held in City Park for the years 2016, 2017, 2018.

Section 14. Consideration: Kiwanis shall, in consideration for the permit to operate and maintain said event at the said location, pay the Parks & Recreation Department the fees set by resolution for such events. Fees for Alcohol Permit shall be one base fee for the duration of the event along with security staff fees for hours required. The fees must be paid in full within 30 days after the event each year.

Section 15. City Ordinances: Kiwanis shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.05, Parks and Public Property.

Section 16. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A \$ 100.00 Inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section 17. Glass Containers: Kiwanis agrees not to dispense drinks in glass containers.

Section 18. Violation of Regulations: Kiwanis agrees that any violation of applicable regulations or ordinances, or this agreement, or any collusion in a third party's violation, may result in criminal prosecution, the revocation of the permit, and/or forfeiture of the full consideration. In addition, Kiwanis may not be allowed to host an event or resubmit a proposal for a period of three (3) years.

Section 19. Non-transferable: Kiwanis also agrees and understands this agreement cannot be transferred to another host/sponsor without written permission of the City.

Section 20. Parking: Kiwanis agrees to park in lawfully designated parking spaces. Neither Kiwanis nor their employees or agent(s) shall park vehicles adjacent to the concessions, arts and craft booths or entertainment areas for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 21. Preparation for Event: Kiwanis will submit the following information to the Parks & Recreation Department 30 days prior to event: number of arts and craft vendors, with the names, addresses and phone numbers of the vendors; number of food vendors, with specific needs for power, including vendors' names, addresses and phone numbers; names, addresses and phone

numbers or entertainers and hours of entertainment. Kiwanis agrees it will meet with the Parks & Recreation Department 60 days prior to an event to review access, site layout, fee structure and any potential changes in the event venue. The Kiwanis will meet with the Parks & Recreation Department one week before the event to review final details.

Section 22. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and should Kiwanis fail to perform any or all of the covenants herein required of them, the City may declare the permit forfeited. However, before declaring such forfeiture, the City shall notify Kiwanis in writing of the particulars in which the City deems Kiwanis to be in default and Kiwanis will have three (3) days to remedy the default.

Section 24. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to Kiwanis at the address above, with proper postage affixed. In lieu of service by mail, a notice of default and/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). Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d' Alene have executed this contract on behalf of said City, and Kiwanis have caused the same to be signed, the day and year first above written.

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

LESSEE:  
PANHANDLE KIWANIS

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

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

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

By: \_\_\_\_\_  
Vice President

STATE OF IDAHO    )  
                                  ) ss.  
County of Kootenai    )

On this 19<sup>th</sup> day of January, 2016, 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 \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the **President and Vice President**, respectively, of the **Panhandle Kiwanis** and the persons who executed the foregoing instrument and acknowledged to me that said Panhandle Kiwanis 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: \_\_\_\_\_

## **GENERAL SERVICES STAFF REPORT**

**Date:** January 11<sup>th</sup>, 2016  
**From:** Bill Greenwood, Parks Superintendent  
**SUBJECT:** **Lake CDA Cruises Agreement Renewal** *(Council Action Required)*

---

### **DECISION POINT:**

Extend the agreement with Lake CDA Cruises.

### **HISTORY:**

Lake CDA Cruises has been leasing Bays 1, 2, 3, 6, 7 and 8 on the commercial dock for over 20 years.

### **FINANCIAL ANALYSIS:**

The rental amounts, as per the lease agreements, are increased each year based on the current CPI (Consumer's Price Index). The lease will be \$ 38,685.78, based on a monthly rental of \$ 921.09 per month, per bay, from April 1<sup>st</sup> to October 31<sup>st</sup>, and \$ 773.72, which is the two percent (2%) Department of Lands fee. Lessee is required to report any use of said dock during the period of November 1 to March 31 providing compensation to the Lessor on a per use basis.

### **PERFORMANCE ANALYSIS:**

Lake CDA Cruises currently has a 2-year lease agreement with the city that will expire on March 31<sup>st</sup>, 2016. Section 3 of this agreement allows them to submit a written request for a three-year extension of their lease. Lake CDA Cruises has submitted a letter requesting this three-year extension with a new expiration date of March 31, 2019.

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

Extend the lease agreement with Lake CDA Cruises.

## **LEASE AGREEMENT**

THIS LEASE, entered into this 19<sup>th</sup> day of January, 2016, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **LAKE COEUR D'ALENE CRUISES, INC.**, an Idaho Corporation with its principle place of business at P O Box 6200, Coeur d'Alene, Idaho 83816-1937, hereinafter referred to as the "Lessee,"

### **W I T N E S S E T H:**

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

THOSE SPACES DESCRIBED AS BAY 1, BAY 2, AND BAY 3  
ON THE EAST SIDE OF THE CITY DOCK; AND

THOSE SPACES DESCRIBED AS BAY 6, BAY 7, AND BAY 8  
ON THE WEST SIDE OF THE CITY DOCK.

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

**Section 1.**     **Term:** The term of this lease shall be three (3) years commencing April 1, 2016, and ending March 31, 2019. Any property left beyond March 31, 2019, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

**Section 2.**     **Rental:**

a) The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock, for April 1, 2016 to October 31, 2016, the sum of Thirty Nine Thousand Four Hundred Fifty-Nine and 50/100 Dollars (\$39,459.50) payable on April 1, 2016, for the period of April 1, 2016, through October 31, 2016, calculated as follows: Thirty Eight Thousand Six Hundred Eighty-Five and 78/100 Dollars (\$38,685.78), based on a monthly rental of Nine Hundred Twenty-One and 09/100 Dollars (\$ 921.09) per month per bay and Seven Hundred Seventy-Three and 72/100 Dollars (\$773.72), the 2% Department of Lands fee as identified in Section 4. Annual fee increases will be based on the Consumer Price Index (CPI) Western. Payments for rental for each subsequent year shall be made in advance of April 1 for the period of April 1 through October 31 for that year.

b.1. If Lessee notifies City in Writing Lessee's intent to occupy said leasehold between November 1, 2016 and March 31, 2017 then the Lessee agrees to pay as rental for the right of such moorage space and use of said portion of said dock Twenty Eight Thousand One Hundred Eighty-Five and 35/100 Dollars (\$28,185.35), payable on or before November 1, 2016, for the period of November 1, 2016, through March 31, 2017, calculated as follows: Twenty Seven Thousand Six Hundred Thirty-Two and 70/100 Dollars (\$27,632.70) based on a monthly rental of Nine Hundred Twenty-One and 09/100 Dollars (\$ 921.09) per month per bay and Five Hundred Fifty-Two and 65/100 Dollars (\$552.65), the 2% Department of Lands fee as identified in Section 4. Annual fee increases will be based on the Consumer Price Index (CPI) Western. Payments for rental for each subsequent year shall be made in advance of November 1 for the period of November 1 through March 31 for that year.

Or,

b.2. The Lessee may at its option remove its property and vacate the leased space prior to November 1 of any year, in which event rental for the months during which such space is not used between November 1 and March 31 will not be charged if the Lessee has, prior to November 1, certified in writing to the City Clerk that the space has been so vacated. In such event, City will utilize the bay(s) as it deems in the City's best interest. Lessee is required to report any use of said dock during the period of November 1 to March 31 providing compensation to the Lessor on a per use basis. Per use basis shall be calculated based on the daily rate of the total monthly lease rate from April 1 to October 31.

Section 3. Renegotiation: Lessee may request in writing a three (3) year extension of this agreement for the period from April 1, 2019, to March 31, 2022, by submitting to Lessor a written request for extension after April 1, 2018, and prior to September 1, 2018. Upon receipt of such request, the Lessor will consider whether it will grant an additional three (3) year extension and if so, the parties may mutually renegotiate terms applicable to said extension.

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

Section 4. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock and attributed to Lessee's operation pursuant to Section 11, entitled "Use of Leased Premises."

Section 5. Maintenance: The Lessee is expected to conduct all activities, and operate all equipment in a manner consistent with generally accepted marina boating practices to prevent damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs. To this end the Lessee agrees to promptly repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's

employees, agents, and/or customers, or caused by Lessee's boats and/or equipment. Lessee further, agrees at its sole cost, to promptly repair any damage done to the City's Third Street Seawall and Third Street Seawall Docks, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and customers, and/or caused by Lessee's boats and/or equipment and to promptly notify the City Parks & Recreation Director of any such action whether to the City Dock, the Third Street Seawall or Third Street Seawall Docks. A drawing depicting the Third Street Seawall and Third Street Seawall Docks is attached hereto as Exhibit "B" and is incorporated herein. In the event a City dock reconstruction or modification project would reasonably impair Lessee from proceeding promptly with repairs, Lessee shall undertake and complete repairs required by this Section within a reasonable time after the City dock reconstruction or modification project is complete.

Section 6. Improvements or Construction: The Lessee shall not construct anything on or about the City dock without the written consent of the Parks & Recreation Director. The Lessee agrees that City has the right to reconstruct and/or modify, which may include an expansion of the dock, at any time during the term of the Lease. Lessor, however, agrees to make reasonable efforts to not perform such work between May 1 and August 31. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 7. Adjustments: The parties agree the rental and utility payments required under Section 2 entitled "Rental" and Section 5 entitled "Utilities" shall be adjusted on a pro rated basis for each day a City's reconstruction or modification project makes the dock inaccessible to Lessee's patrons or invitees.

Section 8. Signs: Except as set forth in this section and in Section 11, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks & Recreation Director and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not permit any person to debark from the watercraft to the City Dock with any sealed or unsealed container of any alcoholic beverage.

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

Section 11. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises only for the moorage of the Mish-an-Nock, the Osprey, the Coeur d'Alene, the Kootenai, and the Spirit of Coeur d'Alene for hire, and the loading and/or unloading of said craft along with limited souvenir sales permitted in Section 11, entitled "Souvenir Sales." The manner of moorage of the watercraft shall be approved by the Lessor's Parks & Recreation Director. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. Due to increased water activity on the 4<sup>th</sup> of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 12. Liability: The Lessee covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all demands, loss or liability for any injury or death occurring to any person or persons or for any damage to any property resulting from the business activities and operation of the Lessee in the use and possession of the leased premises pursuant to this Agreement.

The Lessee does further agree that it shall remedy any damage caused to the dock or docks which results from any acts of the Lessee, or the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee shall not be liable for any loss, damage or injury which results from structural defects or failures of the dock or docks, if the structural defect or failure is not caused by the negligent acts of the Lessee, the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee does agree that any structural defect that comes to the attention of the Lessee as relates to the leased property shall be reported to the Lessor within twenty-four (24) hours.

The Lessee does further agree that, as relates to its use of the dock or docks for the purposes of loading or unloading passengers, it shall maintain reasonable inspection of the premises and shall take appropriate action to prevent their agents, employees, patrons or passengers from entering upon unsafe or defective conditions on the dock or docks of which it has notice, or from which a defective condition is readily apparent.

The Lessor shall have the right at all times during the Lease term to inspect the premises.

The Lessee and Lessor do acknowledge that the Lessee's rights to the use of the dock or docks is in common with other Lessees, including such other Lessees having passengers, patrons or guests on or about the leased premises. The Lessee shall have no liability for any injury to or death of any person or persons or from any damage to the premises which results from or is occasioned by other lessees' operations and business activities.

Section 13. Insurance: The Lessee does agree that it shall procure, at its cost and expense, and maintain in full force and effect, during the term of the Lease, a Policy of Liability Insurance insuring against loss for personal injury, death, or property damage with limits of not less than \$1,000,000.

The Lessor shall be endorsed on the Contract of Insurance as an Additional Named Insured. A Certificate of Endorsement of the Lessor as an Additional Named Insured under the insurance coverage to be procured by the Lessee shall be issued and shall be re-issued upon the annual renewal of the Insurance Policy and shall provide at least thirty (30) days written notice to Lessor prior to cancellation of the policy.

No coverage shall be afforded to the Lessor by the Lessee or its Insurance Company that goes beyond the obligation of the liability of the Lessee defined and outlined in Section 13 of this Lease Agreement.

The Lessee shall further make available to the Lessor those provisions of the Insurance Policy that would have bearing upon the terms, coverages, exclusions and conditions as relate to the rights of the Lessor as an Additional Named Insured. No entitlement shall exist in favor of the Lessor to obtain, by request or otherwise, any information from or about the Contract of Insurance that relates to other insured activities of the Lessee, other properties that are covered by such insurance, or any of the economics thereof, including premium payments, reports, reports on losses, or information relating to claims, excepting those claims arising pursuant to the activity of the Lessee under this Lease Agreement, for which the Lessor is to be protected as an Additional Named Insured. The Lessor shall be entitled to obtain a Declaration Sheet of coverage limits of the insurance to show compliance with the limits of insurance to be maintained by the Lessor.

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

Section 15. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene and City of Coeur d'Alene Parks & Recreation Department a current schedule of its hours of operation and charges to the public as well as the maximum number of passengers anticipated for each departure. Additionally the Lessee will provide schedules to the Clerk and the Parks & Recreation Department for all special cruises that may not be part of their aforementioned cruise season. The Lessee will notify the City of Coeur d'Alene immediately of any changes to all schedules.

Section 16: Operational Procedures: The Lessee shall at all times during loading and unloading of passengers from the vessels onto the dock, monitor the dock for proper floatation and the allowable tolerance of the freeboard, which will be identified with a red tag/pin affixed to the dock cross member. The number of passengers will need to be distributed evenly to keep the dock floatation balanced at all times. The allowable number of vessels moored at the dock at one time for loading and unloading of passengers is four. The Lessee will provide staff to manage passengers for the larger cruises they may have. Safety procedures for loading and unloading of passengers shall include but not be limited to the following: Use of barricades to identify boarding lines, post a deckhand at each cruise boat (this deckhand will arrange and control the boarding line and the distribution of the passengers), provide security to prevent over-crowding on the dock, post security at the entrance to the dock who will not allow more than the weight capacity of passengers at one time onto the dock to keep the dock freeboard below the pin affixed to the dock cross member, and

this security shall maintain an orderly line of passengers for the cruise boats while maintaining access to the other facilities on the dock.

Section 17.   Parking: The parties recognize that the City is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases and holds harmless Lessor, and waives any claim whatsoever Lessee may have against the City its employees, agents, elected and appointed officials in the event parking is modified.

Section 18.   Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 19.   Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

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

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

Section 21.   Notice: Before declaring any default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 7200, Coeur d'Alene, Idaho 83816-1941, and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

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

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

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

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

LESSOR:  
CITY OF COEUR D'ALENE

LESSEE:  
LAKE COEUR D'ALENE CRUISES, INC.

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

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

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

[illegible]

On this 19<sup>th</sup> day of January, 2016, 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: \_\_\_\_\_

\*\*\*\*\*

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **LAKE COEUR D'ALENE CRUISES, INC.**, and the person whose name is subscribed to the within instrument and acknowledged 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"

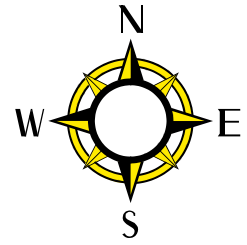
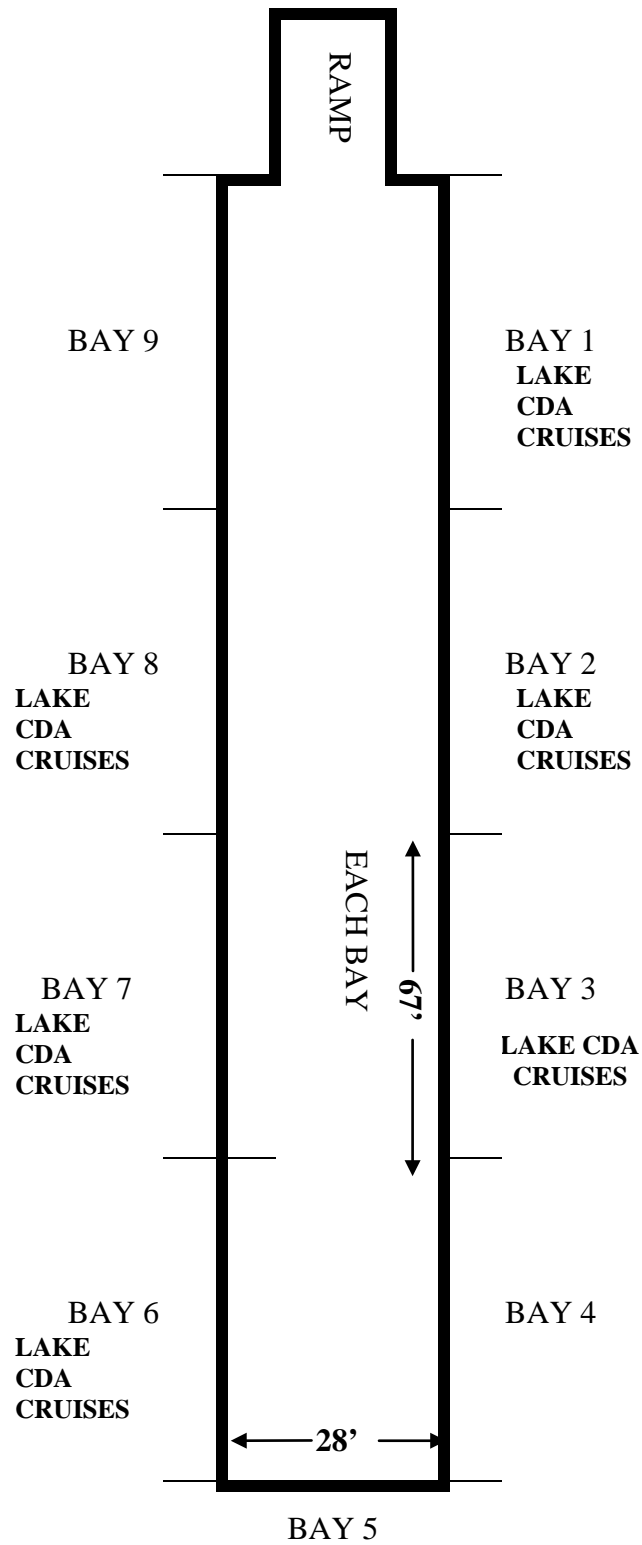
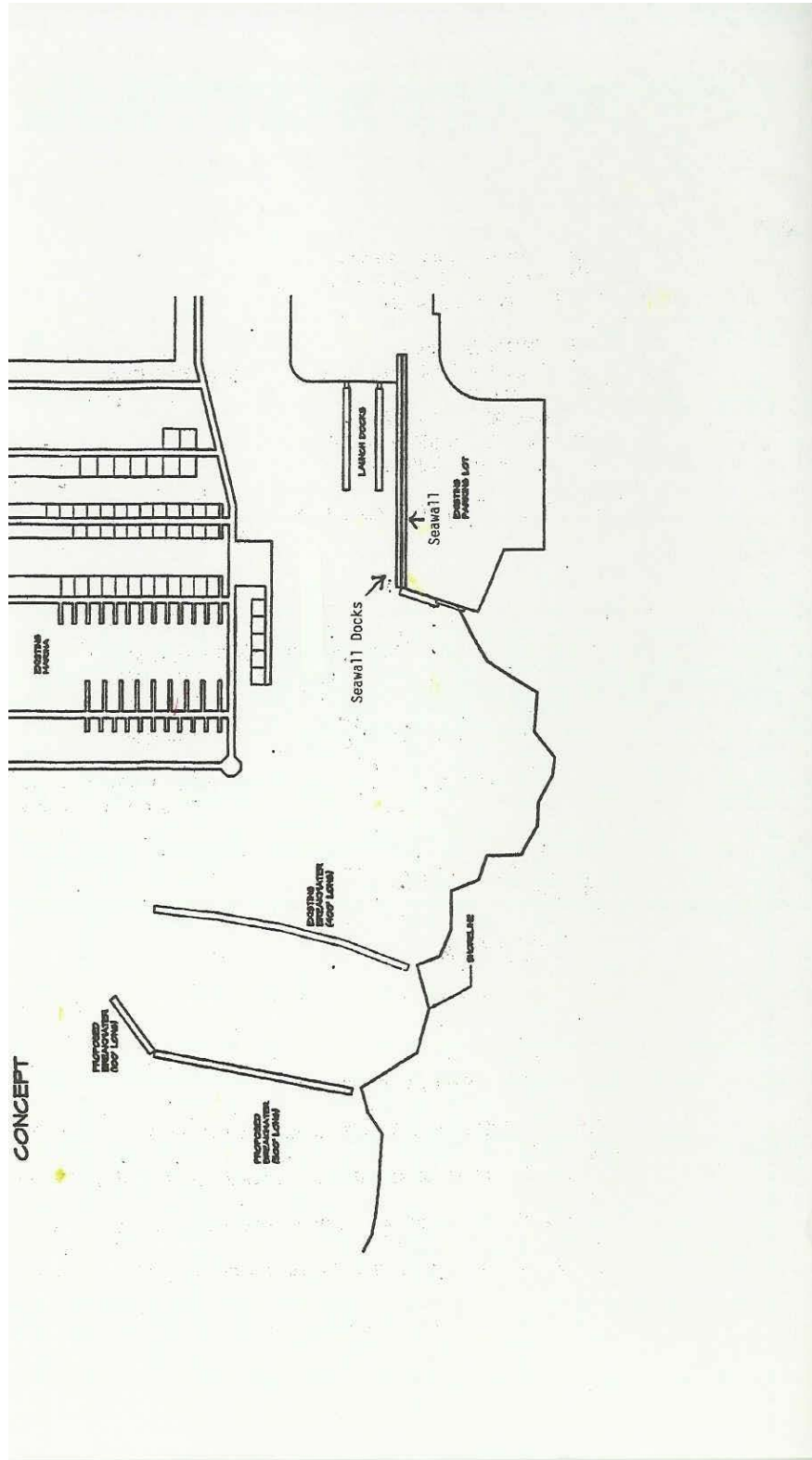


Exhibit "B"



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 11, 2016  
**FROM:** Terry Pickel, Assistant Superintendent, Water Department  
**SUBJECT:** Well Water Quality Enhancement Evaluation – Consultant  
Services Agreement with Murray Smith & Associates, Inc.

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**DECISION POINT:** Staff is requesting authorization to enter into a Consultant Services Agreement with Murray Smith and Associates, Inc. for a Well Water Quality Enhancement Evaluation project.

**HISTORY:** The Hanley and Clayton wells have historically had Arsenic levels in excess of the national acceptable standard of 10 parts per billion (10 ppb). While Clayton is currently not used as a potable source, Hanley is per a time weighted annual average agreement with the Idaho Department of Environmental Quality (DEQ) as allowed under the Safe Drinking Water Act. The agreement stipulates a maximum number of hours that the Hanley Well can run per season and is only used to meet peak demands. Monthly samples are collected upstream, downstream and at the source and are averaged for the year. With the Clayton Well, we have a significant investment that currently cannot be used for potable use. It is being used by the Fairgrounds for irrigation water at this time.

**FINANCIAL ANALYSIS:** Funding for the proposed project is included in the current fiscal year budget. The line item is budgeted at \$130,000.00. The proposed Consultant Services Agreement is for \$62,800.00 which will leave approximately \$67,200.00 for contractor services. We will select a contractor to perform anticipated pump tests.

**PERFORMANCE ANALYSIS:** Water and Legal Department staff have reviewed the proposal for the consultant services to be provided. A service contract has been drafted for approval by Council. Per the agreement, the Consultant will gather existing water quality data for the two wells to establish a base line for future comparison. The Consultant will then work with a contractor to perform test pumping at ten (10') foot intervals while drawing water quality samples in order to determine if there are levels at which the Arsenic is less prevalent or may be absent in each of the two wells. The Consultant will then present a report as to the possibility of reducing or eliminating the Arsenic levels in the two wells to effectively meet water quality standards for potable wells.

**DECISION POINT/RECOMMENDATION:** Staff requests that City Council authorize a Consultant Services Agreement with Murray Smith and Associates, Inc. to conduct a Well Water Quality Enhancement Evaluation project.

PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF COEUR D'ALENE  
and  
MURRAY, SMITH and ASSOCIATES, INC.  
for  
WELL WATER QUALITY ENHANCEMENT EVALUATION

THIS Agreement, made and entered into this 19<sup>th</sup> day of January, 2016, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, 710 Mullan Ave., Coeur d'Alene, ID 83814, hereinafter referred to as the "City," and MURRAY, SMITH AND ASSOCIATES, INC., an engineering corporation, with its principal place of business at 421 W. Riverside Ave., Suite 762, Spokane WA 99201, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1.     Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 2.     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 3.     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 4. 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 5. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Sixty-Two Thousand, Eight Hundred Dollars and NO/100 (\$62,800.00).

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 the 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 6. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 5 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 7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill his obligations under this Agreement in a timely and proper manner, 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 8. 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 7 above shall, at the option of the City, become its property.

Section 9. Modifications. The City may, from time to time, require modifications to 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 10. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation 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, sexual orientation 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 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.

Section 11. 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 12. 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. 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 13. 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 14. 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 15. 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 16. Audits and Inspection. This Agreement anticipates an audit by the City, 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address stated in the first paragraph

Section 24. 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

MURRAY, SMITH AND ASSOCIATES,  
INC.

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Name/Title

[illegible]

On this 19<sup>th</sup> day of January, 2016, 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 \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared \_\_\_\_\_, and \_\_\_\_\_ known to me to be the \_\_\_\_\_ and \_\_\_\_\_, of **Murray, Smith and Associates, 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 Coeur d'Alene  
My Commission Expires:

**SCOPE OF SERVICES  
FOR THE  
CITY OF COEUR D'ALENE WATER DEPARTMENT  
WELL WATER QUALITY ENHANCEMENT EVALUATION**

The City of Coeur d'Alene's (City) source of potable water is from 10 well stations that pump from the Rathdrum Aquifer. One of these wells, Hanley, exceeds the maximum contaminant level (MCL) of 10 parts per billion (ppb) for arsenic and currently can only be used by the City during high water demand periods in the summer through a water blending process approved by the Idaho Department of Environmental Quality. Additionally the City has another well on City owned property, Clayton, which is currently used for irrigation at the Kootenai County Fairgrounds. Clayton was drilled in 2004, but was not able to be used for potable water supply due to elevated arsenic levels above the MCL.

To continue to provide a high level of service meeting the needs of its water customers, the City is evaluating these two wells, to determine if the elevated groundwater arsenic concentrations in the subject aquifer at one or both of these wells can be mitigated. The City recently performed groundwater profiling activities at another of their well sites to determine whether there is vertical variability in the groundwater arsenic concentration within the Rathdrum Aquifer. Based on this previous project, the City is interested in also evaluating the Hanley and Clayton well locations. This work would be used to identify the potential of one or more discrete water-bearing zones within the subject aquifer to have both below MCL arsenic concentrations and sufficient yield to support City well production objectives. The following scope is for this evaluation of the Hanley and Clayton wells.

Note that the tasks are dependent on findings from previous ones to maintain flexibility in the scope.

**SCOPE OF SERVICES**

**Task 1 – Project Management**

Under this task, MSA will manage all aspects of the project scope, schedule and budget. Project management services include correspondence and coordination with City project manager, invoices, and staff and subconsultant management.

***Task 1 Assumptions***

1. Project duration is assumed to be 6 months.

***Task 1 Deliverables***

1. Monthly progress reports, invoices and schedule updates.

**Task 2 – Data Collection and Development of Analysis Approach**

***2.1 – Data Collection***

Collection of available well logs, well performance and groundwater quality will be completed along with a hydrogeologic reconnaissance in the area of the Hanley and Clayton wells. This includes collection of existing information regarding hydrogeologic conditions within ¼ mile of the Hanley and Clayton wells. This information could include the following:

- Water well reports and water rights information contained in the State of Idaho databases.
- Water quality data on file with the State of Idaho or the applicable regional health district.
- Readily-available area hydrogeologic reports and/or maps, by the project's hydrogeologist (GeoEngineers) and/or others that reside in the public domain.

## ***2.2 – Development of Analysis Approach***

This subtask will review the data collected in Subtask 2.1 and determine if additional evaluations (Tasks 3 and 4) are warranted based on the interpreted hydrostratigraphic conditions and the construction of the Hanley and Clayton wells. Based on the evaluation, an approach will be developed to further investigate the vertical variation in groundwater arsenic concentrations within water-bearing zone(s) intersected by each well. This approach could include packer testing using the existing production wells, groundwater profiling during installation of a test boring or well, or other methodology.

### ***Task 2 Assumptions***

1. City will provide available existing well logs, well performance, and ground water quality information for the Hanley and Clayton wells.
2. City will lead property access coordination with adjacent property owners at the Clayton Well Site. MSA will support as requested with providing input on access requirements for the proposed well testing in Task 3.
3. City will lead coordination with Kootenai County Fairgrounds Board on temporary impact to their irrigation pump system at the Clayton Well Site.

### ***Task 2 Deliverables***

1. MSA will develop brief technical memorandum summarizing the findings and recommended approach for field activities.

## **Task 3 – Field Investigation**

This task is dependent on results of Task 2. The objective of field activities if recommended after the completion of Task 2, will be to perform field investigation, specifically at the Hanley and Clayton wells to determine if there is vertical variation in groundwater arsenic concentrations in water-bearing zone(s). At each well site, components of the field investigation could include the following:

1. Isolating portions of existing well screens with packers or equivalent devices and performing associated pump testing/sampling sequences.

2. Develop estimates for the hydraulic properties of the subject aquifer, to the extent allowed by project data.

### ***3.1 – Contract Documents and Contractor Selection***

Contract documents to perform the investigative approach defined in Task 2 will be developed for bid or quote process based on expected cost. The contract documents will use the City's current standards, which will be based on the City's most recent well project.

It is assumed the City will print, advertise and be the primary point of contact for bidder inquiries. MSA services will include:

- Prepare the bid advertisement or quote notice.
- Prepare cost estimate.
- Assist the City as needed in responding to all bidder inquiries during the bid or quote period.
- Provide necessary bid or quote addenda to address bidder questions, as needed.
- Provide a bid or quote tab and analysis.
- Letter of recommendation for award.

### ***3.2 – Field Observation, Testing, and Sampling***

Construction services will include attending the pre-construction meeting with the City's selected contractor. Observing selected components of the contractor operations. It is assumed that field construction activities will be a total of 5 days onsite during contractor operations at each of the two wells.

Collection of groundwater samples, as necessary, to evaluate groundwater arsenic (and potentially other key analyte) concentrations at key levels. The frequency of water samples will be determined based on recommendations from Task 2. Samples will be submitted to Accurate Testing Labs in Hayden, through City's current water quality testing contract. Limited evaluation of well performance will be completed on the wells under various testing configurations, as warranted based on the selected investigative program.

### ***Task 3 Assumptions***

1. This task could be omitted if the City decides these services are not warranted.
2. City to provide example contract documents from previous well projects.
3. Control and disposal of water produced during the work will be handled by the contractor either onsite through existing disposal facilities, construction of onsite containment, or an offsite area coordinated with the City.
4. Field time is assumed to take 5 days per well.
5. Frequency of samples to be collected per well, will be based on recommendations from Task 2.
6. Water quality analysis will be completed by Accurate Testing Labs under the City contract.

### ***Task 3 Deliverables***

1. Contract documents for bid or quote of field well testing pumping activities at each of the wells.

### **Task 4 – Alternative Evaluation and Recommendations**

The objective of Task 4, based on the results of Tasks 2 and 3 will be to evaluate whether screen placement/design at the Hanley Well and/or Clayton wells could have an impact on groundwater arsenic concentrations in discharge water. The modifications evaluated will be for both below MCL arsenic concentrations and sufficient yield to support City well production objective at Hanley and if Clayton can be used for a potable water production well. This evaluation will center around simplified hydrogeologic analyses based on the observed vertical variation in groundwater arsenic concentrations, interpreted aquifer characteristics, and/or the City's anticipated well pumping schedule/discharge rates. MSA and GeoEngineers will develop well improvement alternative(s) and associated recommendations for the City to consider based on the results of this study. Depending on findings, alternatives could include one or more of the following:

1. Well retrofit using a system of permanent packers or equivalent.
2. Decommissioning of a portion of the existing well.
3. Modification of the well's pumping schedule and/or discharge rate.

It is important to note that a conclusion of this task might indicate it is not feasible to mitigate the elevated groundwater arsenic concentrations in the subject aquifer at one or more well locations.

### ***Task 4 Assumptions***

1. This task could be omitted if the City decides these services are not warranted.
2. Design of improvements is not included in this scope.

### ***Task 4 Deliverables***

1. MSA will develop a technical memorandum summarizing the findings of the field activities and recommendation for the City to move forward with the modification or change in purpose for the well.

### **FEE ESTIMATE**

MSA proposes to perform this work on a time and expense basis with a total not to exceed amount of \$62,800 in accordance with the MSA's current standard Schedule of Charges in effect at the time the work is performed (2015 schedule attached – Exhibit A).

The table below presents a breakdown of the proposed fee estimate.

<b>Task</b>	<b>Budget</b>
Task 1 – Project Management	\$ 2,930
Task 2 – Data Collection and Development of Analysis Approach	\$ 12,060
Task 3 – Field Investigation	\$ 33,130
Task 4 – Alternative Evaluation and Recommendations	\$ 14,680
<b>Total Fee Estimate</b>	<b>\$ 62,800</b>

### **TIME OF PERFORMANCE**

It is anticipated that this work be completed within 6 months of receiving Notice to Proceed, barring any significant delays by other parties or conditions out of the control of MSA.



## 2015 SCHEDULE OF CHARGES

### Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2015 to December 31, 2015. After this period, the rates are subject to adjustment.

Principal Engineer IV	199.00
Principal Engineer III	190.00
Principal Engineer II	184.00
Principal Engineer I	178.00
Professional Engineer IX	170.00
Professional Engineer VIII	162.00
Professional Engineer VII	154.00
Professional Engineer VI	146.00
Professional Engineer V	138.00
Professional Engineer IV	130.00
Engineering Designer IV	130.00
Professional Engineer III	122.00
Engineering Designer III	122.00
Engineering Designer II	112.00
Engineering Designer I	103.00
Technician IV	125.00
Technician III	111.00
Technician II	97.00
Technician I	82.00
Administrative III	88.00
Administrative II	82.00
Administrative I	72.00

### Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

### Outside Services:

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** January 11, 2016  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Approval of Professional services agreement with Welch Comer for Design of Seltice Wy Sidewalk

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### **DECISION POINT**

Staff is requesting approval of the Professional Services Agreement for Design of sidewalks on Seltice Wy

### **HISTORY**

In 2014, we applied for a federal grant for the design and construction of sidewalk. The grant was approved for design in FY 16 and construction in FY17. We have negotiated the design contract with Welch Comer and it is ready for execution by the City.

### **FINANCIAL ANALYSIS**

The estimated cost for design and construction is \$395,000. There is a 20% match required, so the match is estimated at \$79,000. The contract amount is for \$ 60,600. The project is in the current budget.

### **PERFORMANCE ANALYSIS**

The project includes the construction of new sidewalk and multi-use path on the south side of Seltice, from NW Blvd to west of Riverstone Dr. The sidewalk will be constructed within the existing right-of-way.

### **RECOMMENDATION**

Staff recommends that Council approve the attached agreement and direct the Mayor to sign.

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 93859
---------------------------

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. Mullan Avenue, Coeur d'Alene ID 83814, hereinafter called the "Sponsor," and WELCH COMER & ASSOCIATES, INC., whose address is 350 E. Kathleen Ave., Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

**RATIFICATION**

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: SELTICE WAY SIDEWALK, CDA  
PROJECT NO: A018(913)  
KEY NO: 18913

**I. SUBCONSULTANTS**

The Sponsor approves the Consultant's utilization of the following Subconsultants:

Anderson Environmental Consulting, LLC  
Strata, Inc.

**II. AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Gregory Brands, Staff Engineer; District One Office: (208) 772-1274; or an authorized representative.

**III. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

#### **IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

#### **V. TIME AND NOTICE TO PROCEED**

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **8/1/2016**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

#### **VI. BASIS OF PAYMENT**

- A. Payment Basis: Cost Plus Fixed Fee
- B. Compensation Amount
  1. Not-To-Exceed Amount: **\$61,000.00**
  2. Additional Services Amount: **\$0.00**
  3. Total Agreement Amount: **\$61,000.00**
- C. Fixed Fee Amount: **\$5,800.00** (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant and Subconsultants

WELCH COMER & ASSOCIATES, INC.	113.18%
ANDERSON ENVIRONMENTAL CONSULTING, LLC	\$99/hr
STRATA, INC.	172.16%

- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated.

In no case will rates be adjusted more than once per agreement year.

- F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$61,000.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**WELCH COMER & ASSOCIATES,  
INC.**  
Consultant

**CITY OF COEUR D'ALENE**  
Sponsor

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

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

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

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

**IDAHO TRANSPORTATION DEPARTMENT**

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

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

## ATTACHMENT NO. 1L

### CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

#### A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site:  
<http://www.itd.idaho.gov/design/cau/policies.htm>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

**NOTE:** All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

#### Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

#### Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

#### Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

#### 4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

#### 5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

#### 6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

## 7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

## 8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

## 9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: [http://www.itd.idaho.gov/design/cau/general\\_info.htm](http://www.itd.idaho.gov/design/cau/general_info.htm).

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. (<http://www.itd.idaho.gov/civil/eeocc.htm>)
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**Welch Comer Scope of Work  
for  
Seltice Way Sidewalk, CDA  
KEY NO. 18913, PROJECT NO. A018(913)**

The City of Coeur d'Alene (City) has secured funds within the Transportation Alternatives Program (TAP) administered by the Idaho Transportation Department to narrow Seltice Way slightly and construct a shared-use path along the south side of Seltice Way from Northwest Boulevard to Riverstone Drive. At this location, the path will diverge away from (or south of) Seltice Way to intersect the shared-use path known as the Prairie Trail. From that intersection, the path will extend to the west approximately 1,000 feet. This extension to the west will match into the City's Seltice Way project, which is scheduled for construction in 2017.

This project will be developed in accordance with local & federal design standards, including City of Coeur d'Alene, Idaho Standards for Public Works Construction (ISPWC), Manual on Uniform Traffic Control Devices (MUTCD) and the American with Disabilities Act (ADA).

Below is an approximate schedule for major milestones:

- |                                   |             |
|-----------------------------------|-------------|
| • Anticipated NTP                 | Feb 2016    |
| • Charter Approval                | April 2016  |
| • Environmental Document Approval | June 2016   |
| • Design Approval                 | June 2016   |
| • Final Design Review             | July 2016   |
| • Right of Way Certificate        | July 2016   |
| • PS&E Submittal                  | August 2016 |

**Task 1 - PROJECT COORDINATION AND MANAGEMENT**

**1.1. General Administration:**

This will consist of the daily management of the project and involve administrative tasks of a general nature that are required of the Consultant during the course of project development.

**1.2. Billing Coordination:**

At the end of each month the Consultant will generate a monthly invoice.

- Project Manager will review all labor hours, labor descriptors, expenses, budgets, profits, and multipliers for accuracy.
- Project Manager will indicate percentage of fixed fee to be billed based on progress of the project.
- Project Manager will indicate percentage of Facilities Capital Cost of Money (FCCM) to be billed. Typically, this will coincide directly with the fixed fee.
- The Consultant will submit invoices with the following required attachments:

- All billing backup including copy logs, mileage reports, subconsultant invoices, etc.
  - Signed ITD-771, Professional Agreement Invoice and Progress Report. Submit the ITD-771 each month regardless if any work was completed during the month.
  - ITD-2761, Professional Services Authorization (PSA) and Invoice Summary.
  - ITD-2892, Certification of Payment.
  - ITD-2921, Certification of Payment Amounts (this is included in the final project invoice).
- Certified Payroll rates will be provided with each invoice.

### **1.3. Subconsultant Billing Coordination:**

The Consultant will coordinate billing with each subconsultant throughout the contract. Subconsultant payments will be included in the Consultant's billing. The Consultant will review subconsultant invoice for accuracy and conformity to the subconsultant scope of work and overall contract.

### **1.4. Professional Services Authorization & Invoice Summary (PSA) Management:**

During the course of Project Development the Consultant will be responsible for managing the status of PSA amounts for the project including:

- Utilize the ITD-2761, Professional Services Authorization & Invoice Summary.
- Notify Agreement Administrator in writing when the current PSA is 60-80% expended.
- Monitor the PSA status each month to avoid over spending in a particular invoice.
- In the event more is spent than what is existing on the current PSA, the Consultant will submit two PSA's to cover the invoice.

### **1.5. Schedule & Management Control:**

A Critical Path schedule will be developed for the project. During the course of design, the schedule will be updated as necessary. The purpose of the updates will be to keep key individuals updated as to the project status. The project schedule will be developed and maintained using Microsoft Project.

### **1.6. Agreement Closeout:**

Upon completion of the project, the Consultant will work with the ITD Agreement Administrator and the City to conduct Agreement Close-outs tasks including:

- Issuance of a final ITD-771, Professional Agreement Progress Report.
- Affidavit of Indebtedness (submitted to LHTAC from the Consultant).
- ITD-2759, Consultant Services Performance Evaluation (submitted to the Consultant from LHTAC).

## **Task 2 - PROJECT CHARTER, PUBLIC INVOLVEMENT, AND DESIGN APPROVAL**

### **2.1. Project Charter:**

ITD will prepare and update the Evaluation and Development Project Charters with the information the consultant provides on ITD Form 0332, referencing the approved State Local Agreement and Grant Application. Consultant will update the Form 0332 Charter as necessary during the duration of the project.

### **2.2. Public Involvement**

Follow the ITD Guide to Public Involvement. Consultant will complete the Public Outreach Planner (POP) to score the level of public involvement required for the project, and perform the public involvement activities required, which will include developing a stakeholder list, basic public outreach, and possibly a public information meeting. It is anticipated the project will be eligible to obtain a Waiver of Public Hearing. The process followed and the results of the public involvement process will be included in the Environmental document.

### **2.3. No Preliminary Design**

There will be no Preliminary Design Review required for this project as it qualifies to follow the Abbreviated Project Development Procedures defined in Section 315.17 in the Roadway Design Manual.

### **2.4. Design Approval**

This milestone is obtained once all of the following items are completed, and formally authorizes the initiation of final design. Milestones necessary include:

- Evaluation Charter
- Development Charter
- Preliminary Design Review – No Preliminary Design
- Environmental Document
- Public Hearing Date held or waived

## **Task 3 - FINAL DESIGN PHASE**

### **3.1. Roadway Group:**

#### **3.1.1. Typical Section Design:**

Using City of Coeur d'Alene Standards, produce typical sections that represent the path and potential narrowing of Seltice Way.

#### **3.1.2. Alignment Design:**

Develop the path alignment to minimize impact to existing improvements and avoid impact to private property. The pathway will, for the most part, run parallel to Seltice Way.

The Seltice Way alignment will not change, but the roadway may be slightly narrowed to make room for the path. The narrowing will likely involve removing the center turn lane.

**3.1.3. Cut & Fill Limits (Catch Lines):**

Cut and fill limits, based on electronic roadway modeling and topographic survey will be displayed.

**3.1.4. Cross Sections:**

As a means of assisting with verifying the reliability of the Consultant's topographic survey, typical sections, alignments, and cross sections will be generated and earthwork quantities will be computed.

**3.1.5. Driveway Access:**

City standard driveway approaches will be provided where they exist today. The City of CDA and Consultant will meet with individual property owners to confirm size and location.

**3.2. Drainage Group:**

**3.2.1. Stormwater Design:**

Stormwater from Seltice Way will continue to drain to the south side of the road and will be conveyed to grassy swales & drywells. Stormwater from the path will be conveyed to those same swales. Swales will be designed in accordance with City standards.

**3.2.2. Erosion & Sediment Control**

The Consultant will verify where possible stormwater drainage discharges might occur during the construction phase and produce applicable Erosion and Sediment Control measures as part of the Sediment and Erosion Control Plan.

It is anticipated that a SWPPP document will NOT be required.

**3.3. Traffic Group:**

**3.3.1. Signing & Pavement Markings:**

Consultant shall provide pavement marking and signing plans for the path and any changes to Seltice Way.

**3.3.2. Traffic Signals**

The intersection of Northwest Boulevard and Seltice Way may be slightly modified to relocate a signal pole, add a right turn lane, and possibly remove the existing southbound "merge lane" to improve safety and provide more room for the path. As part of this design change, Consultant will perform intersection traffic counts during the morning and evening peak hours. This data will be used for signal modeling and timing.

**3.3.3. Construction Traffic Control & Phasing:**

The Consultant shall provide designs for traffic control during construction and construction phasing plans. However, it is anticipated that, with minor traffic shifts, normal traffic will progress during construction. It is anticipated that two-way traffic will be maintained at all times during construction.

Traffic control will be designed in accordance with the latest MUTCD requirements.

#### **3.3.4. Illumination:**

The City intends on utilizing Avista provided cobra-head style lighting for Seltice Way. Consultant shall coordinate with CDA on light spacing and location. Consultant shall also coordinate with Avista on conduit and foundation design. Consultant's plans will show conduit and foundations. Avista will provide wiring, power supply and street lights.

#### **3.4. Utility Coordination:**

##### **3.4.1. Initial Utility Contact:**

Consultant will contact each utility in the area to coordinate existing locations. Consultant will plot existing location on the topographic survey and request each utility to verify locations.

##### **3.4.2. Utility Relocation Identification and Design:**

After existing utility locations are known and the project's horizontal and vertical alignments are established, the Consultant will coordinate and identify the utilities that need to be moved, installed, or abandoned and at whose expense such work will be performed. It is assumed that one field meeting with each public utility will be required.

#### **3.5. Quality Control & Revisions:**

The compiled Final Design submittal will be reviewed internally. This review will be performed by the Consultant's engineers, surveyors, and field inspection staff. Necessary modifications to the Final Design package will be made based on the Consultant's in house review of the Final Design package.

#### **3.6. Cost Estimate**

Develop an opinion of probable construction cost using recent bid results of similar projects and general knowledge and experience in the construction industry.

#### **3.7. Final Design Submittal:**

Consultant will submit four copies of the Final Design package to the City of CDA and ITD for review. It is assumed that CDA and ITD review times will take three weeks. Included in the submittal package will be:

- Final Design Plans (11"x17").
- Specifications
- Opinion of Probable Construction Cost
- Construction Schedule
- Roadway cross sections at 25-foot intervals to demonstrate design accuracy.

#### **3.8. Final Design Review:**

The Consultant will attend the Final Design Review to gather ITD's and the CDA's review comments.

#### **3.9. Plan Sheet Count Summary:**

The following sheets will be prepared and submitted as part of the Final Design submittal to ITD and CDA for review.

- 3.9.1. 1 Title Sheet**
- 3.9.2. 2 Typical Section Sheets**
- 3.9.3. 4 Demolition Sheets**
- 3.9.4. 8 Plan & Profile Sheets**
- 3.9.5. 1 Details**
- 3.9.6. 4 Signing & Pavement Marking Plans**
- 3.9.7. 4 Traffic Control and Phasing Plans**
- 3.9.8. 4 Illumination Sheets**
- 3.9.9. Cross Sections**

#### **Task 4 - PS&E SUBMITTAL**

##### **4.1. Final Design Revisions:**

The end of the Final Design Review marks the end of the Consultant's Final Design task and the beginning of the PS&E task. The first task associated with the PS&E phase will be to address each review comment provided by ITD and CDA. As comments are addressed, the Consultant will record, in table format, all changes. Upon submittal of the PS&E package, the Consultant will provide ITD and CDA the summary of how each Final Design review comment was addressed. If discrepancies arise, the Consultant will coordinate to resolve.

##### **4.2. Quality Control & Revisions:**

Upon completion of the Final Design review revisions, the Consultant will conduct a final review of the plans, special provisions, construction cost estimate, and schedule, performed by senior Consultant staff, as determined appropriate by the Consultant. Once any revisions are completed the Consultant will endorse (stamp, date, and sign) the construction plans.

##### **4.3. PS&E Submittal:**

Consultant shall submit the PS&E package to ITD and CDA for review and preparation for bid advertisement. Included within the submittal will be:

- Final sealed, stamped, and dated plans (11"x17")
- Specifications
- Opinion of Probable Construction Cost
- Construction Schedule

## **Task 5 - BID PHASE SERVICES**

- 5.1.** Consultant will facilitate a pre-bid meeting to educate prospective bidders about the project and answer questions.
- 5.2.** Prepare addenda or clarifications to address Contractor questions.
- 5.3.** Attend the bid opening.
- 5.4.** Evaluate the bids and prepare recommendation of award paperwork for CDA to present to their City Council.

## **Task 6 - MATERIALS**

The level of effort required for Geotechnical work will be minimal. City of CDA standards will be used for all path work. Strata will serve as subconsultant for geotechnical exploration and design work related to retaining walls required near the Prairie Trail. See attached scope of work and man-hour estimate. To assist the subconsultant in their work, the Consultant will provide the following services:

- 6.1. Geotech Coordination:**  
Coordinate with Strata as needed to provide information (such as mapping), discuss project options, and coordinate schedules.
- 6.2. Report Review:**  
Review all Strata reports prior to submitting to ITD and CDA.
- 6.3.** Materials Memo 17B will be prepared and submitted to ITD for approval.

## **Task 7 - ENVIRONMENTAL**

- 7.1. Archeological and Cultural Clearance** – ITD Form 1500 will be prepared and submitted. It is anticipated this will be lead to an approved ITD-1502 through the programmatic agreement. It is assumed no historically classified properties exist along the project corridor.
- 7.2. Environmental Document:**  
Prepare an environmental document in accordance with FHWA and ITD procedures for NEPA documentation. This scope assumes Welch Comer will need to complete an environmental reevaluation at or near the stage where the PS&E package is nearly complete.
- 7.3. Biological Assessment**  
Anderson Consulting will perform the biological assessment. See attached scope and man-hour estimate.



January 5, 2016  
File: CDP15078

Mr. Matthew Gillis, P.E.  
Senior Project Manager  
Welch Comer Engineers  
350 E. Kathleen Avenue  
Coeur d'Alene, ID 83814

RE: **PROPOSAL**  
Abbreviated Phase IV Report  
Seltice Way Shared Use Path  
Key No. 18913  
Coeur d'Alene, Idaho

Greetings Matt:

Strata, A Professional Services Corporation (STRATA) appreciates the opportunity to continue our service to Welch Comer Engineers (Welch Comer) by performing limited geotechnical services for the proposed Shared Use Pathway project in Coeur d'Alene, Idaho. Our evaluation's purpose will be to explore subsurface soil conditions within the proposed improvement area and provide geotechnical recommendations to assist project planning, design and construction for the planned retaining walls associated with the pathway. Our work will be summarized in an abbreviated Phase IV Foundation Investigation Report, developed referencing the Idaho Transportation Department (ITD) materials manual guidelines.

### PROJECT UNDERSTANDING

We base our project understanding on our communication with you and Mr. Greg Brands, P.E., with ITD, the project administrator, and our experience at the site and with similar developments. We understand the project will be federally funded via the Community Choices grant program, and administered by ITD with the City of Coeur d'Alene (City) as the sponsor.

### Proposed Construction



We understand the City desires to improve pedestrian access along the south side of West Seltice Way generally extending from south of the intersection of Northwest Boulevard and West Seltice Way to approximately 1,000-feet west of the North Idaho Centennial Trail, traversing approximately 0.6 miles. The North Idaho Centennial Trail currently services pedestrian access on the north side of West Seltice Way. The new pathway is planned as an asphalt-paved path. From east to west, the new pathway will generally traverse where landscaped and un-landscaped Seltice right-of-way currently exists along private property development; along private property currently under construction southeast of Riverview Drive, the development will construct a pathway and this area is not included in the project. Where the pathway is sited farther west of Riverview Drive, you anticipate small, segmental block retaining walls between 4.0 and 8.0 feet will be required to maintain grade. You specifically requested our services be limited to investigating subsurface conditions near the proposed retaining walls and providing foundation preparation and geotechnical design recommendations to assist contractor-designed wall systems.

## Anticipated Construction

To identify the site's soil characteristics, we reviewed *United States Department of Agriculture* (USDA) Web Soil Survey information and *Idaho State Department of Ecology* (Ecology) water well logs in the area. Based on our preliminary research, site observations, and experience in the project vicinity, we anticipate the site will be underlain by native alluvial sand and gravel. Groundwater and bedrock are expected at depths greater than 20.0 feet below the ground surface under certain weather conditions.

## SCOPE OF SERVICES

Based on our understanding of the proposed construction, our understanding of ITD requirements, and the anticipated soil and geologic conditions, we anticipate the geotechnical engineering evaluation will require the following scope of services:

1. Coordinate exploration with you to delineate exploration schedules, locations, utility issues, clean-up expectations, and site access issues. We will conduct a site visit to pre-stake proposed exploration locations at the site.
2. Coordinate a public utility locating service to identify public utilities within the alignment right-of-way to reduce the potential for damage during exploration. STRATA is not responsible for damage to utilities that are improperly marked or otherwise not identified within the right-of-way.
3. Subcontract a local excavator operator and rubber-tired backhoe to advance 3 to 5 test pits exploratory test pits near the proposed retaining wall areas to depths ranging from 10.0 to 14.0 feet or to refusal on boulders, bedrock, or caving conditions. Test pits will be loosely backfilled in 1.0 foot lifts, tamped with the backhoe bucket, approximately level with the existing ground surface, and will be staked in each location for future surveying. Test pit areas will not be landscaped or compacted and surficial site disturbance following exploration should be expected.
4. Log the subsurface profiles, visually classify the soil encountered referencing the *Unified Soil Classification System* (USCS). Select soil samples will be obtained for laboratory testing.
5. Perform the following laboratory testing on select soil samples collected during exploration referencing *ASTM International* (ASTM) test standards to help characterize soil engineering properties and to correlate soil design factors. Laboratory testing may include, but is not limited to: grain size distributions, Atterberg limits, in-situ and moisture and density tests.
6. Perform geotechnical engineering analyses to develop design criteria in support of retaining wall foundation design using Allowable Stress Design (ASD) methods. We will correlate soil engineering properties using our experience, laboratory testing results, and exploration findings. Our analysis will result in a geotechnical design criteria and construction recommendations for:
  -  Earthwork for Retaining Wall Foundations
    - Site preparation
    - Excavation characteristics
    - Structural fill and compaction requirements
  -  Foundation Design Criteria
    - Allowable foundation bearing pressure
    - IBC Site Class and seismic considerations
    - Estimated frost depth
7. STRATA will prepare and provide 3 copies of our geotechnical report including a site plan, exploration logs, laboratory test results, and the above recommendations. We propose to



format our report as an abbreviated ITD Phase IV Foundation Investigation Report. However, our submittal will not include a *Foundation Investigation Plat* and should not be considered a comprehensive Phase IV Report prepared in strict accordance with ITD's Materials Manual requirements

8. STRATA will participate in 1 conference call following report submittal to discuss ITD or project team questions or comments, if necessary. At this time we do not propose to provide a revised report to address review comments provided by stakeholders or regulatory agencies.

The scope of service presented does not include flexible asphalt pavement design, deep foundation design, retaining wall design, erosion control design, or any other services not explicitly presented above. Our scope also excludes any environmental or hazardous substance evaluation. We propose to provide a report in general accordance with ITD requirements and cannot guarantee ITD approval. Our scope excludes responses to ITD comments, unless dictated by STRATA's error or oversight. Written response to ITD comments, report revisions or addenda spurred by incomplete project data, design changes or for other reasons are not included and can be provided on a time-and-expense basis upon Welch Comer's request and contract amendment execution.

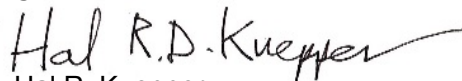
### ESTIMATED SCHEDULE AND FEES

Based on the scope of service presented above, we anticipate we can initiate exploration within 5 to 7 working days following written authorization to proceed, pending site access conditions and the City's schedule. Laboratory testing will be complete within 5 business days of fieldwork. We plan to provide our report within 5 to 10 business days after laboratory testing is complete. We will keep you updated as to the field exploration and laboratory schedule. STRATA can provide preliminary design recommendations within 3 business days following exploration, if requested. If we encounter conditions that will require additional time or effort, we will notify you immediately. Based on the above scope of service, we propose to provide our services on a time and expense basis not to exceed \$4,269.32, detailed in the attached cost-plus-fixed-fee estimate.

### CLOSING AND AUTHORIZATION

STRATA personnel take pride in their ability to provide timely and professional service to our clients. We appreciate the opportunity to present you this proposal. If this proposal is acceptable to you, please provide a *Subconsultant Agreement* as authorization to proceed. If you have any questions or if we can be of further assistance, please do not hesitate to contact us.

Sincerely,  
STRATA



Hal R. Kuepper  
Staff Engineer



Angela K. Lemmerman, P.E.  
Project Manager and Engineer

Enclosures: Cost-plus-fixed-fee Estimate; ITD Overhead Letter; Certified Payroll Letter

HRK/AKL/ja





# Fee Summary

**Seltice Way Shared Use Path Project  
Abbreviated Phase IV Report  
Coeur d'Alene, Idaho**

## SUMMARY OF ESTIMATED ENGINEERING LABOR COSTS

<u>Position Description</u>	<u>Name</u>	<u>Direct Labor Rate</u>	<u>Manhours</u>	<u>Loaded Hourly Rate</u>	<u>Total Labor Costs</u>
Senior Engineer	A. Abrams	\$35.91	2	\$109.46	\$218.92
Project Engineer	A. Comstock	\$33.65	6	\$102.57	\$615.43
Staff Engineer	H. Kuepper	\$18.00	25	\$54.87	\$1,371.69
Draftsman	R. Lewis	\$20.54	1	\$62.61	\$62.61
Project Administrator	J. Abell	\$17.68	3	\$53.89	\$161.68

**Labor Subtotal \$2,430.32**

STRATA's Loaded Hourly Rates were determined using the following formula:

Employee Hourly Rate (Raw) + Approved Overhead Rate (172.16%) + Negotiated Fee (12%) = Employee Hourly Rate (Loaded)

## SUMMARY OF ESTIMATED REIMBURSABLE EXPENSES

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Total Costs</u>
Local backhoe subcontractor	4	hours	@ \$400.00	\$1,600.00
Laboratory Testing - Sieve Analysis	1	each	@ \$115.00	\$115.00
Laboratory Testing - Atterberg Limits	1	each	@ \$89.00	\$89.00
Laboratory Testing - Unit Weight and Moisture	1	each	@ \$35.00	\$35.00

**Reimbursable Subtotal \$1,839.00**

**TOTAL FEES \$4,269.32**

# **COEUR D'ALENE SELTICE WAY PATH PROJECT**

## **SCOPE OF WORK AND ESTIMATE**

*November 25, 2015*

*(revised January 5, 2016)*

PREPARED FOR:

Welch Comer

PREPARED BY:

Michelle C. Anderson

Anderson Environmental Consulting LLC

14234 N. Tormey Rd.

Nine Mile Falls, WA 99026

Tel: 509.467.2011; Cell: 509.220.0045

## **SCOPE OF WORK**

### **PROJECT DESCRIPTION**

The proposed project would construct a pathway project along Seltice Way in Coeur d'Alene, Idaho. The project will be federally funded and will require compliance with the Endangered Species Act (ESA). AEC LLC has been asked to prepare a Scope of Work and Estimate for completion of ESA documentation.

#### **1. ADMINISTRATION**

**Objective:**

- Complete invoicing, general administration and team coordination.

**Consultant Services:**

- 1.1. Set up project files and conduct general administration and coordination
- 1.2. Prepare invoices

**Deliverables:**

1. 2 invoice and monthly progress report (electronic)

#### **2. ESA DOCUMENTATION**

**Objective:**

- To prepare ESA compliance documentation.

**Consultant Services:**

- 2.1. Site Visit-Complete up to 1 site visit to collect information and prepare the documentation.
- 2.2. Prepare report-AEC will collect background information, project information, communicate with USFWS, NOAA and IDFG agency staff as needed to obtain technical information. Prepare documentation, which will include the listed, proposed, and candidate species and critical habitat. AEC will complete an IPAC search and request occurrence information from the IDFG. AEC will summarize the species that could be present, the potential effects to species and habitat and will make an effect determination for each species and critical habitat. Based on preliminary information this project is assumed to result in a No Effect Determination.
- 2.3. Revisions-AEC will complete up to 1 revision of the draft ESA documentation. 1 comment response spreadsheet will be prepared to record comments and how they were addressed.

**Assumptions:**

- There is Federal funding and ESA compliance is required.
- There will be no in water work or work or significant vegetation removal.
- The project is assumed to have no effect to species and habitats under ESA.
- All submittals will be electronic.
- There will be no more than 1 revision.

**Deliverables:**

1. 1 draft and 1 final ESA documentation (electronic)

**SELTICE WAY PATH PROJECT  
ENVIRONMENTAL TASKS  
1/5/16  
Cost Estimate**

		<b>AEC - Environmental Planner/Biologist</b>	<b>Total</b>
<b>Task 1</b>	<b>Administration</b>		
1.1	General Administration	3.0	3.0
1.2	Invoicing	2.0	2.0
	<b>Task 1 Subtotal Hours</b>	<b>5.0</b>	<b>5.0</b>
	<b>Task 1 Total</b>	<b>\$495.00</b>	<b>\$495.00</b>
<b>Task 2</b>	<b>ESA DOCUMENTATION</b>		
2.1	Site Visit	4.0	4.0
2.2	Prepare ESA documentation	9.0	9.0
2.3	Reviews and revisions	3.0	3.0
	<b>Task 2 Subtotal Hours</b>	<b>16.0</b>	<b>16.0</b>
	<b>Task 2 - Total</b>	<b>\$1,584.00</b>	<b>\$1,584.00</b>
	<b>TOTAL LABOR EXPENSES</b>		<b>\$2,079.00</b>
	<b>TOTAL DIRECT EXPENSES</b>		
	Mileage (.54) 110		\$59.40
	<b>TOTAL ESTIMATED FEES</b>		<b>\$2,138.40</b>

## ANNOUNCEMENTS

# Memo to Council

DATE: January 11, 2016

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the January 19th Council Meeting:

WALTER MELIOR

JEWETT HOUSE ADVISORY BOARD

JOHN SCHWANDT

URBAN FORESTRY COMMITTEE

STEVE BLOEDEL

URBAN FORESTRY COMMITTEE

GLENN TRUSCOTT

URBAN FORESTRY COMMITTEE

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Katie Kosanke, Urban Forestry Coordinator  
Steve Anthony, Jewett House Advisory Board Liaison

# PUBLIC WORKS COMMITTEE

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** December 7, 2015  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Request to establish parking on 4<sup>th</sup> St, south of Sherman

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### **DECISION POINT**

The Downtown Business Association is requesting establishment of parking on the west side of 4<sup>th</sup> street, from Front to Sherman.

### **HISTORY**

At a recent Public Works meeting the committee requested staff to evaluate the potential to restore parking on 4<sup>th</sup> Street, south of Sherman. This section of road used to have parking on both sides, but the street was narrowed to 24' and parking removed with the McEuen Park project.

### **FINANCIAL ANALYSIS**

Restoring parking could be done with minimal financial impact. It would only involve removing some striping.

### **PERFORMANCE ANALYSIS**

Since the roadway has been narrowed to 24' with two travel lanes, adding parking to either side would mean eliminating one of the travel lanes and allowing parking against the curb. The street is not wide enough to allow parking on both sides and maintain an adequate travel lane width. Restoring parking to one side would add about 7-8 parking spaces. The remaining travel width would be about 17'-18' wide. Minor modifications to the signal detection would need to occur, such as removing the detectors in the lane that is eliminated. These could be re-set at any time. Traffic volumes could be accommodated with a single lane without affecting the level of service. Pedestrian visibility could be affected at Sherman Ave, because the parked cars could limit visibility to the north bound traffic.

### **RECOMMENDATION**

The Council may approve or deny this request.

**PUBLIC WORKS COMMITTEE  
MINUTES  
December 7, 2015  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Kiki Miller

**STAFF PRESENT**

Gordon Dobler, Eng. Svcs. Director  
Jim Washko, Deputy Fire Chief  
Ed Wagner, Bldg. Svcs. Director  
Tim Martin, Street Superintendent  
Jim Hammond, City Administrator  
Randy Adams, Deputy City Attorney  
Mike Willis, Asst. Street Supt.  
Troy Tymesen, Finance Director  
Mike Gridley, City Attorney  
Dennis Grant, Eng. Proj. Manager

**Item 1            Declare Surplus Used Equipment  
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for counsel consent to declare various pieces of used equipment as surplus and authorization to proceed to auction.

Mr. Martin stated in his staff report that the 1994 Chevrolet Pickup standard cab, 1998 F150 pickup, and 2004 F150, are deemed to be of little value to departments. The vehicles have been inspected by the Street Shop Supervisor and are good candidates for replacement or auction. The 2004 F150 will be replaced by a Wastewater Utility vehicle that is newer and in better condition. There is no cost to the taxpayers and the auction house takes a percentage of the bid for the auction item. There is a minimal cost to the department to shuttle the items to Post Falls.

Councilmember Miller asked if they always use the same auction company. Mr. Martin explained that the city used to do an in-house auction with the school district years ago, but it was too sporadic and is no longer being done. Now everyone takes their items over to Post Falls. Councilmember Miller asked how they know what is available for each department. Mr. Martin said that look at each year's budget and look at what they have, and they also rely heavily on their shop supervisor for his opinion on which vehicles to surplus.

Councilmember Gookin commented that the fact that the city does not keep mileage logs has always been one of his pet peeves. Mr. Martin said that you not only have to look at the year of the vehicle and the mileage, but you would also have to look at how many hours the vehicles are running or idling, which affects the life of the vehicle.

**MOTION: Motion by Miller, seconded by Gookin, to recommend Council approval of Resolution No. 15-067, declaring various pieces of uses equipment and items as surplus and authorizing staff to proceed to auction. Motion carried.**

## **Item 2            Mullan Road Financing Agreement with Ignite CDA Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for council approval of the Agreement for Financing of Improvements with Ignite CDA for Mullan Road.

Mr. Dobler stated in his staff report that the Mullan Road conceptual plan was approved by the Council in October as part of the overall master plan. In addition, the Council recently approved the design contract with Welch Comer. Ignite CDA has agreed to provide \$1.6 million towards the design and construction of the project. The total design and construction costs for the project are estimated to be \$2.0 million. The City has budgeted \$400,000 and Ignite will fund \$1.6 million. Ignite will pay the consultants and contractor directly, so there is no need to amend the budget.

Mr. Dobler further noted in his staff report that this project is foundational to the 4-Corners / BLM master plan. It must precede many of the elements of that plan and provides for additional parking and creates a more inviting, safe, pedestrian-friendly connection between City Park and Memorial Field.

Mr. Hammond said that the original contract presented to the council in their packet called for a general liability of \$10,000,000 per occurrence, which they thought was excessive since the project wasn't worth anywhere near that amount. The limit was reduced to \$2,000,000. The change in the general liability amount was the only substantial difference between the contract that was provided to the council in their packet, and the updated contract provided to them today.

Councilmember Miller said that she noted that contract has a percentage figure showing 75% of the design cost being paid by the city and 25% by the agency. The original agreements showed a dollar amount. Mr. Dobler explained that the dollar amount was approved by counsel under the consultant's contract. All the financing agreement says is that the city will pay 75% of the design, and the agency will pay 25%. After that, they don't stipulate where the money goes, it is all mixed together. There is \$400,000 in the budget for this project.

Councilmember Miller said that she looked at the meeting notes for the presentation to Ignite CDA and it looked like they had agreed to fund only construction and it was supposed to be delineated by their district. Mr. Dobler said that Ignite CDA agreed to fund design and construction, but the point they made was that neither of those can be for any improvements outside of their district. The city's 75% of the design will cover design of improvements outside of the Ignite CDA district.

Councilmember Miller asked if the add-alternates were added back in, would they also be paid by a percentage. Mr. Dobler said that any add-alternates would have to be negotiated with Ignite CDA and would need an Addendum.

Councilmember Miller asked who approves the pay estimates along with Ignite CDA. Mr. Dobler said that it would either be him or Dennis Grant. Councilmember Miller said that it appears from the agreement that Ignite CDA would approve any change orders submitted during construction that are in excess of \$1,000. She also asked if there would be a balancing change order at the end of the project. Mr. Dobler said that, yes, he usually does balancing change orders for quantities. The idea of a change order is if it is going to cost more than the contract amount. A balancing change order may or may not affect the bottom line. Either way, all change orders will be run through Ignite CDA.

Councilmember Miller said that the contract language says that the project is going to remain open by the agency up until December 21, 2021 and wondered if that was the final date that the warranty will be up. Mr. Dobler confirmed via Mr. Gridley that it is the sunset date of the district.

Councilmember Gookin asked for clarification regarding payments on the contract. Mr. Dobler confirmed that the city will receive the pay request, and the city and the consultant will look at it, sign it, and send it to Ignite CDA, where they will sign it and issue a check within 30 days of the receipt of the invoice.

Councilmember Miller asked about not having a need to amend the budget. She noted that the city had \$1 million budgeted for this project, and her question was if you have a change order and the project is in excess of the \$1.6 million, is the budget authority already approved, or can the Engineering Department move items from their budget to fund add-items? Mr. Dobler said that while there is \$1 million of budget authority, there is only \$400,000 cash available, so they can only spend up to \$400,000. If change orders go over \$400,000, they would have to come back to council for approval. Councilmember Miller asked if the \$400,000 wasn't delineated to the design fees in the budget. Mr. Tymesen said that the money is project specific and they can only do what they have cash for.

Mr. Dobler said that, in response to Councilmember Miller's question about moving funds between projects, it is really the funds that drive the response to that question. If the city has allocated funds for this project, they really can't switch it. Even if you could use some funds for other things, it would depend on what it was as to whether the funds could be used. They would need to come back to the council for approval.

**MOTION: Motion by Gookin, seconded by Miller, to approve Resolution No. 15-067 authorizing an Agreement for Financing of Improvements with Ignite CDA for Mullan Road. Motion carried.**

### **Item 3                      Request to Establish Parking on 4<sup>th</sup> Street, South of Sherman Agenda**

Gordon Dobler, Engineering Services Director, presented a request on behalf of the Downtown Business Association for the establishment of parking on the west side of 4<sup>th</sup> Street, from Front to Sherman.

Mr. Dobler stated in his staff report that at a recent Public Works Committee meeting, the committee requested staff to evaluate the potential to restore parking on 4<sup>th</sup> Street, south of Sherman. This section of road used to have parking on both sides, but the street was narrowed to 24' and parking removed with the McEuen Park project. Restoring parking could be done with minimal financial impact and would only involve removing some striping.

Mr. Dobler further noted in his staff report that since the roadway has been narrowed to 24' with two travel lanes, adding parking to either side would mean eliminating one of the travel lanes and allowing parking against the curb. The street is not wide enough to allow parking on both sides and maintain an adequate travel lane width. Restoring parking to one side would add about 7-8 parking spaces. The remaining travel width would be about 17'-18' wide. Minor modifications to the signal detection would need to occur, such as removing the detectors in the lane that is eliminated. Traffic volumes could be accommodated with a single lane without affecting the level of service. Pedestrian visibility could be affected at Sherman Avenue, because the parked cars could limit visibility to the north bound traffic.

Councilmember Gookin asked for clarification about whether council had earlier approved that if the property owners on the east side of the street wanted to tear out the sidewalks at their own expense, they could do that. Mr. Dobler said, yes, that was the discussion they have had, but since that time the boutique hotel project has gone away. He thinks that it would probably also apply to the west side of the street.

Councilmember Gookin asked what would be the requirements would be for handicapped parking. Mr. Dobler said there would be none since they are not marking the spaces. He noted that they have placed handicapped parking downtown where they might not have an official ped ramp but they meet all of the physical standards that could be used. He said that they could look at the parking and to determine if they have an accessible route and where a ramp would be. If it meets all of those requirements, it might be a possibility.

Councilmember Miller asked if a traffic study was done for the downtown area during the McEuen project, and noted that she still has people saying to her that they can't figure out whether the streets are one way all of the other changes in parking. She wonders about piece-mealing the changes without taking a look at the bigger picture. With the additional hotel expansion they will have more traffic, and she believes the city should have more of an idea of McEuen ingress and egress downtown. Councilmember Gookin said that he brought this issue up with the mayor today, and the mayor told him that they are going to update the 2007 traffic study this coming year, and it could be done very quickly. Councilmember Gookin said that he had suggested to Mr. Cooper that they postpone the decision until after the traffic study.

Mr. Dobler said that when they did the McEuen project, they did a complete study of the downtown, with 4<sup>th</sup> Street closed and with it open. With 4<sup>th</sup> Street closed, the traffic patterns were okay. Councilmember Miller asked if a traffic study even addresses the issues of traffic and pedestrian traffic. Mr. Dobler said that it only addresses the capacity of the roads. A parking study would address different issues.

Mr. Tymesen said that right the city, in collaboration with Ignite CDA is working on updating the Parking Study, not the traffic study, and in so doing they would look at on-street and off-street parking. The 2007 study did not include circulation. The study would look at parking, on-street parking, and private and public lots. They don't have an exact date for completion but are pushing to get it done as quickly as they can with a reasonable price. Councilmember Miller asked if the parking study has a public input component. Mr. Tymesen said that they would need downtown businesses input to help with the study, etc.

Councilmember McEvers commented that right now if there is a delivery truck on 4<sup>th</sup> Street, you can go around them. He also noted that the parking was significantly increased on Mullan to compensate for lose spaces on 4<sup>th</sup> Street. He wondered why the proposed parking spaces are so valuable as to warrant changing everything that has been done.

Terry Cooper of the Downtown Association said that, originally, there was a brief discussion about south 4<sup>th</sup> Street from Sherman to Front being a walking plaza, but it didn't happen. The sidewalks were poured to a new width on both sides. The reason they looked at south 4<sup>th</sup> was because of the parking that was taken off. After watching it for a year, they determined that there is not a lot of usage on 4<sup>th</sup>. For large events, they would propose taking the parked cars off of that area so that there would be two lanes going north. Mr. Cooper said that they thought that the additional parking on Front would make a difference, but they still have business owners on Sherman close to the corner on 4<sup>th</sup> and Sherman, and Wiggett Antiques who have asked if there is any way to bring some parking back on the west side. Mr. Cooper said that he met with Glenn Lauper (Fire Department) and they measured from Sherman down to Front and Deputy Fire Chief Lauper gave Mr. Cooper the information that there was plenty of access for fire trucks.

**MOTION:** Motion by Miller to recommend Council approve the establishment of parking on the west side of 4<sup>th</sup> Street, from Front to Sherman. Motion died for lack of a second.

Councilmember Gookin said that one of the things that council talked about when they did Third Street was making 4<sup>th</sup> Street from Lakeside to Front two-way traffic and if they did that, that they couldn't do the parking. He feels that if council wants to leave their options open, they should leave it at two lanes, and look in the future at a traffic study to see if it was an option. Business owners already have the option to blast out the concrete and pay for it to be removed to get the parking back. He would rather have the parking study done and have it come back before any decision is made.

**MOTION: Motion by Gookin, seconded by Miller, to place this item on the agenda for the next council meeting, with no recommendation. Motion carried.**

**Item 4                   Electrical Inspection, Energy and Electrical Code Plan Review Agreement and  
Increase in Revenues with the Idaho Division of Building Safety  
Consent Calendar**

Ed Wagner, Building Services Director, presented a request for council approval of the Electrical Plan Review and Inspection Services agreement between the City of Coeur d'Alene and the Idaho Division of Building Safety (DBS).

Mr. Wagner stated in his staff report that recently City Council approved the continuation of electrical inspections to be performed by the DBS. Currently the DBS performs these inspections and reimburses the City for 10% of permit fees submitted to the State. In discussion at the Council meeting, DBS offered to perform Energy code plan reviews and increase the amount the City receives from electrical permits from 10% to 30%. The income from the purchase of Electrical permits from DBS will increase from 10% to 30% for projects within the Coeur d'Alene city boundaries. This agreement clarifies the responsibilities and processes required for the City to route applicable plans to DBS for comprehensive electrical and energy code plan review, plan review processes, and inspections to be based on on-site City approved plans.

Councilmember Gookin asked about the original proposed dated 9/22 and noted that there were a couple of items missing from the agreement regarding plan review, things being available on computer, etc. Mr. Wagner said that they thought those items were boilerplate language that was a little confusing and not necessary, and so the DBS agreed to remove those sections.

Mr. Wagner said that the agreement reflects the wishes of the council and that they will be monitoring it because they want the best product for their citizens. Councilmember Gookin said that he assumes there will be communication between the city and the DBS and what happens if there are complaints. Mr. Wagner said that he will document them and have conversations with DBS. If it becomes a problem, he will come back to the council.

Councilmember Miller asked about the three year term. Mr. Wagner said that they didn't have a term before, and there is also language in the agreement that if the city chooses, they can dissolve the

\* \* \* \* \*

\* \* \* \* \*

agreement at any time. Councilmember Miller asked why the agreement was backdated to October 1<sup>st</sup>. Mr. Wagner said that the generation of the additional 20% started on October 1<sup>st</sup>.

**MOTION: Motion by Gookin, seconded by Miller, to recommend Council approve Resolution 15-067 authorizing an agreement with the Idaho Division of Building Safety for Electrical Inspection, Energy and Electrical Code Plan Review. Motion carried.**

The meeting adjourned at 4:50 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** January 11, 2016  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Maintenance agreement with North Idaho College  
for the levee portion of the floodworks project.

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### **DECISION POINT**

Staff is requesting that Council approve the agreement regarding the maintenance of the Rosenberry levee with North Idaho College.

### **HISTORY**

The Coeur d'Alene Flood works system was constructed by the United States Army Corps of Engineers in the early 1940's and has been certified by the USACE as protecting against a 100 year flood event to the Federal Emergency Management Agency. Effective August 31, 2013 the USACE no longer certified the system. In order to achieve certification, a third-party engineering firm (Ruen-Yeager) was employed to certify the system. The operations and maintenance portion of our FEMA certification submittal requires that the floodworks be maintained. The earthen levee portion of the floodworks is on North Idaho College property. The City of Coeur d Alene, as sponsor of the floodworks system has a mutual interest and responsibility to provide the on-going maintenance of the levee as a requirement for certification. The purpose of this agreement with North Idaho College is to identify and clarify the responsibilities of each party.

### **FINANCIAL ANALYSIS**

This letter of understanding will aid in the budgeting process by identifying the anticipated costs by each for the on-going maintenance.

### **PERFORMANCE ANALYSIS**

Adopting the letter of understanding for maintenance, provides clarity for both parties and aids in the assurance of required maintenance being performed.

### **RECOMMENDATION**

Staff recommends that Council approve the agreement with North Idaho College for the maintenance of the Rosenberry levee portion of the floodworks project.

RESOLUTION NO. 16-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING A LETTER OF UNDERSTANDING REGARDING MAINTENANCE OF THE  
ROSENBERRY LEVEE WITH NORTH IDAHO COLLEGE.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Letter of Understanding, pursuant to terms and conditions set forth in the 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 Letter of Understanding; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Letter of Understanding, 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 Letter of Understanding 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 Letter of Understanding on behalf of the City.

DATED this 19<sup>th</sup> day of January, 2016.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING REGARDING MAINTENANCE OF THE ROSENBERY LEVEE

This is a letter of understanding (LOU) by and between North Idaho College (NIC) and the City of Coeur d'Alene (City), collectively referred to sometimes herein as "the Parties," regarding maintenance of the Rosenberry Levee (Levee).

### RECITALS

WHEREAS, the City and NIC have agreed that it is in their mutual interest to have the levee properly maintained and

WHEREAS, the Army Corp of Engineers has required that the Levee and Flood Works be maintained in accordance with the adopted Operation and Maintenance Manual, and placed restrictions on alterations, encumbrances, vegetation and related items on the levee and

WHEREAS, the Parties desire to have an understanding as to the responsibility of each for different aspects of that maintenance,

NOW THEREFORE, the Parties have identified below the categories of responsibility for maintenance of different aspects of the Levee by each.

### RESPONSIBILITIES

#### CITY RESPONSIBILITIES

The City will maintain, repair and be responsible for replacement of all street improvements within the right of way for Rosenberry Drive, including maintenance of pavement, striping, traffic signage, snow removal, de-icing, and street lighting including the repair and replacement of streetlights and any monthly or other periodic fee for energy/electricity related to the operation of all street lighting consistent with the existing agreement between the parties, attached to this LOU as Exhibit A.

In addition, the City will be responsible for replacement or major repair of access trails, large tree removal (trees requiring mechanical equipment to remove) within 15' of the levee toe, significant grading or erosion repair, major repairs to the irrigation system on the water side of the levee that require significant excavation or reconstruction of the levee slope, and all maintenance, repair or replacement of the North Idaho Centennial Trail existing on NIC property.

## NIC RESPONSIBILITIES

NIC will be responsible for landscaping of the sides of the levee and, including mowing, weed control, fertilizing, irrigation (including maintenance of the irrigation system and payment of any water fees related to such irrigation), brush and small tree abatement, routine maintenance of gravel pathways.

NIC will also be responsible for the repair and upkeep of the following existing encumbrances: restrooms, stairways, gravel and asphalt access roads and trash receptacles, gates, utility crossings and any future approved encumbrances or encroachments.

NIC will continue to maintain the picnic and barbecue/grill apparatus on NIC property in the vicinity of the Levee.

NIC agrees not to alter the surface or place any encumbrances not already existing on or within fifteen ( 15') of the levee toe without the express written consent of the City.

## **UNDERSTANDING OF THE PARTIES**

The parties understand that the above allocation of responsibilities is not an enforceable contract between the parties; rather, it is a statement of the parties' current intent regarding identifiable categories of need related to the maintenance of Rosenberry Drive and, the Levee and contiguous property. Either Party can discontinue performing any or all of the foregoing responsibilities; the Parties agree to give the other Party at least ninety (90) days advance written notice in regard to the same. The parties may have separate legal obligations with respect to the street, Levee and adjoining property, and this LOU does not impair, amend or affect those obligations. Nothing in this LOU is intended to create easements in favor of either party or to otherwise convey any interest in property.

NORTH IDAHO COLLEGE

CITY OF COEUR D'ALENE

By: 

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

Date: 1/5/2016

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

RESOLUTION NO. 86-71


WHEREAS, the General Services Committee of the City of Coeur d'Alene ~~has recommended that the City of Coeur d'Alene~~ enter into an agreement with North Idaho College District for eight street lights to be installed and operated along Rosenberry Drive within the City of Coeur d'Alene adjacent to the North Idaho College campus, pursuant to terms and conditions set forth in an agreement attached hereto as Exhibit "A" 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 with North Idaho College District for eight street lights to be installed and operated along Rosenberry Drive within the City of Coeur d'Alene adjacent to the campus of North Idaho College, a copy of which agreement is attached hereto as Exhibit "A" and by reference made a part hereof.

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 3rd day of June, 1986.

  
Mayor

ATTEST:

  
City Clerk

Motion by Macdonald, Seconded by Reid,  
to adopt the foregoing resolution.

ROLL CALL:

Councilman Hassell Voted Aye

RESOLUTION NO. 86-71 Page 1

Councilman Jones Voted Aye

Councilman Macdonald Voted Aye

Councilman McCrea Voted Aye

Councilman Reid Voted Aye

Councilman Edinger Voted Aye

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

RESOLUTION NO. 86-71 Page 2

AGREEMENT

THIS AGREEMENT made this 3rd day of June, 1986 between the CITY OF COEUR D'ALENE, a municipal corporation in Kootenai County, Idaho, hereinafter referred to as the "City," and NORTH IDAHO COLLEGE DISTRICT, a political subdivision of the State of Idaho, hereinafter referred to as the "District,"

**W I T N E S S E T H:**

WHEREAS, it is the desire of the parties hereto that eight (8) street lights be installed and operated along Rosenberry Drive within the City of Coeur d'Alene adjacent to the campus of the District; and

WHEREAS, the District intends to install ornamental lighting around its campus and desires that the street lighting poles to be installed by the City be of the same design and construction as those to be installed on the campus; and

WHEREAS, it further appears that should the District install the poles around Rosenberry Drive, the City will effect a saving on the monthly charge for service and maintenance of said poles made by the Washington Water Power Company, the supplier of electricity in the area, in the sum of Seven and 85/100 Dollars (\$7.85) per month per pole, and the total present value of the saving on the eight lights over a twenty-year period amount to Eight Hundred Eleven and 34/100

AGREEMENT: 1

Dollars (\$811.34) per light for a total of Six Thousand Four Hundred Ninety and 72/100 Dollars (\$6,490.72); and

WHEREAS, it further appears that the City and the District can effect a savings in purchasing ornamental light poles by purchasing all of such poles as will be needed for the installation on Rosenberry Drive and throughout the campus under one contract, and both parties have the power and authority authorized by the Idaho Constitution and statutes to make such a purchase; NOW, THEREFORE,

IT IS AGREED between the parties as follows:

1. The District shall purchase, as provided by law, a sufficient number of ornamental light poles for installation throughout the campus and the installation of eight (8) poles along Rosenberry Drive, and shall contract and pay for the installation of all of the poles including those to be installed along Rosenberry Drive.
2. The District shall transfer its interest in the poles installed along Rosenberry Drive to the City upon installation of such poles.
3. The City shall contract with the Washington Water Power Company for the maintenance and supply of energy to the lights on the poles along Rosenberry Drive.

AGREEMENT: 2

4. The City shall pay to the District the sum of Six Thousand Four Hundred Ninety and 72/100 Dollars (\$6,490.72) after completion of the installation of the eight poles along Rosenberry Drive.

This contract is executed pursuant to the Joint Action By Public Agencies Act, Idaho Code §67-2326 through §67-2333. The duration of the contract shall be five (5) months. No separate legal or administrative agency shall be created by this contract. The purpose of the contract and the financing of the undertaking shall be as hereinbefore stated. On termination of the contract, the property acquired under the contract shall be owned by the parties hereto as follows: Eight poles installed on Rosenberry Drive shall be owned by the City, the remainder of the poles purchased under this contract shall be owned by the District. The Board of the District shall be responsible for administering the joint cooperative undertaking.

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

CITY OF COEUR D'ALENE

By:   
Mayor

AGREEMENT: 3

ATTEST:

*Joan Jensen*  
City Clerk

NORTH IDAHO COLLEGE-DISTRICT

By:

*Don R. Smith*  
Its Chairman of the Board of Trustees

AGREEMENT: 4

June 5, 1986

Barry G. Schuler, President  
North Idaho College  
1000 W. Garden Avenue  
Coeur d'Alene, Id 83814

Dear President Schuler,

Enclosed herein is a n agreement between the City of  
Coeur d'Alene and the North Idaho College for eight  
street lights along Rosenberry Drive.

Please sign and return to this office. We will send  
a fully executed copy to you.

Sincerely Yours,

Lois Lawson, C.M.C.  
City Clerk

11

OTHER BUSINESS

**To:** Mayor Widmyer and City Council

**From:** Melissa Tosi; Human Resources Director

**Re:** Personnel Rule Amendment

**Date:** January 19, 2016

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### DECISION POINT

To authorize Resolution No. 16-003, authorizing the following amendment to the City's Classification and Compensation Plan.

Current Title	Proposed Title	Current Pay Grade	Proposed Pay Grade
Equipment Specialist	Fleet Management & Supply Specialist	9	10

### HISTORY

Since 2006, this position has been titled Equipment Specialist and leveled at a pay grade 9. The amendments to the duties of this position add responsibility for the purchase and disposition of vehicles, emergency equipment (including mobile and portable radios) and related emergency supplies, as well as duty gear, uniforms and office supplies. The additional responsibilities increase the diversity of duties, complexity, and accountability/liability associated with the position.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting. The amendment has been discussed with the Police Department. Additionally, BDPA reviewed the amendments and recommends the position be increased to a pay grade 10.

### FINANCIAL ANALYSIS

The reclassification of the position (6% increase from a pay grade 9 to a pay grade 10) will not increase wage expenses for the Police Department for fiscal year 2015-2016, due to already incurred wage savings based on the position being vacated since November 2015. Also, the previous incumbent was at the maximum of pay grade 9, \$24.14 per hour, and if approved, a new hire at pay grade 10 will come in at the minimum of pay grade 10, \$18.19 per hour.

### PERFORMANCE ANALYSIS

Authorizing this amendment will provide an updated job description and leveling for the duties and responsibilities needed for this position in the Police Department.

### RECOMMENDATION

To authorize Resolution No. 16-003, authorizing the above noted amendment to the City's Classification and Compensation Plan.

RESOLUTION NO. 16-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE A TITLE AND CLASSIFICATION CHANGE FOR THE POSITION OF EQUIPMENT SPECIALIST, PAY GRADE 9 TO FLEET MANAGEMENT AND SUPPLY SPECIALIST, PAY GRADE 10.

WHEREAS, the following proposed Classification and Compensation Plan changes are deemed necessary by the City Council; and

Current Title	Proposed Title	Title Change or Classification Change	Current Pay Grade	Proposed Pay Grade
Equipment Specialist	Fleet Management and Supply Specialist	Title Change and Classification Change	9	10

WHEREAS, said Classification and Compensation amendments have been properly posted at a minimum of ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Plan amendments as noted above be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the Classification and Compensation Plan as noted above be and is hereby adopted.

DATED this 19<sup>th</sup> day of January, 2016.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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

## PUBLIC HEARINGS

# **CITY COUNCIL STAFF REPORT**

**FROM:** MIKE BEHARY, PLANNER

**DATE:** JANUARY 19, 2016

**SUBJECT:** ZC-5-15 – ZONE CHANGE FROM R-17 TO C-17

**LOCATION:** A PORTION OF A PARCEL FRONTING EMMA AVENUE AND  
DAVIDSON AVENUE, EAST OF NORTHWEST BOULEVARD,  
MEASURING APPROXIMATELY 1.28 ACRES

**APPLICANT/OWNER:**

Ronald Ayers  
9030 Hess Street, #364  
Hayden, ID 83835

**DECISION POINT:**

Ronald Ayers is requesting approval of a zone change from R-17 (Residential at 17units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

**BACKGROUND INFORMATION:**

The R-17 subject property is located south of Emma Avenue and North of Davidson Avenue. The Garden Motel is located to the west of this property and is zoned C-17. The part of N. Scoop Street that is adjacent to subject site has been vacated and no longer a public road. The aerial photo below highlights the proposed area to be zoned to C-17.

The applicant has also submitted a proposed project plan that shows the subject site combined with the Garden Motel site totaling approximately 4.5 acres. The proposed project plan indicates demolishing of all structures on the 4.5 acre site with a new 100 room hotel, restaurant, and a bank. The applicant's project plan below highlights the intended development for this site.

However, it should be noted that the applicant's proposed project plan is not tied to the requested zone change. If the subject site is approved to be changed to the C-17 Commercial District, then all permitted uses in the C-17 Commercial District would be allowed on this site including the applicant's proposed project. The applicant is also proposing to retain a 75 foot wide area of R-17 that will be between the proposed C-17 zoning district boundary and the existing R-12 zoning district that lies directly to the east. The 75 foot wide area of R-17 is intended to buffer the C-17 uses from the existing single family residences located to the east. If the zoning request is approved, a separate legal lot would be created for the remaining R-17 portion of the parcel.

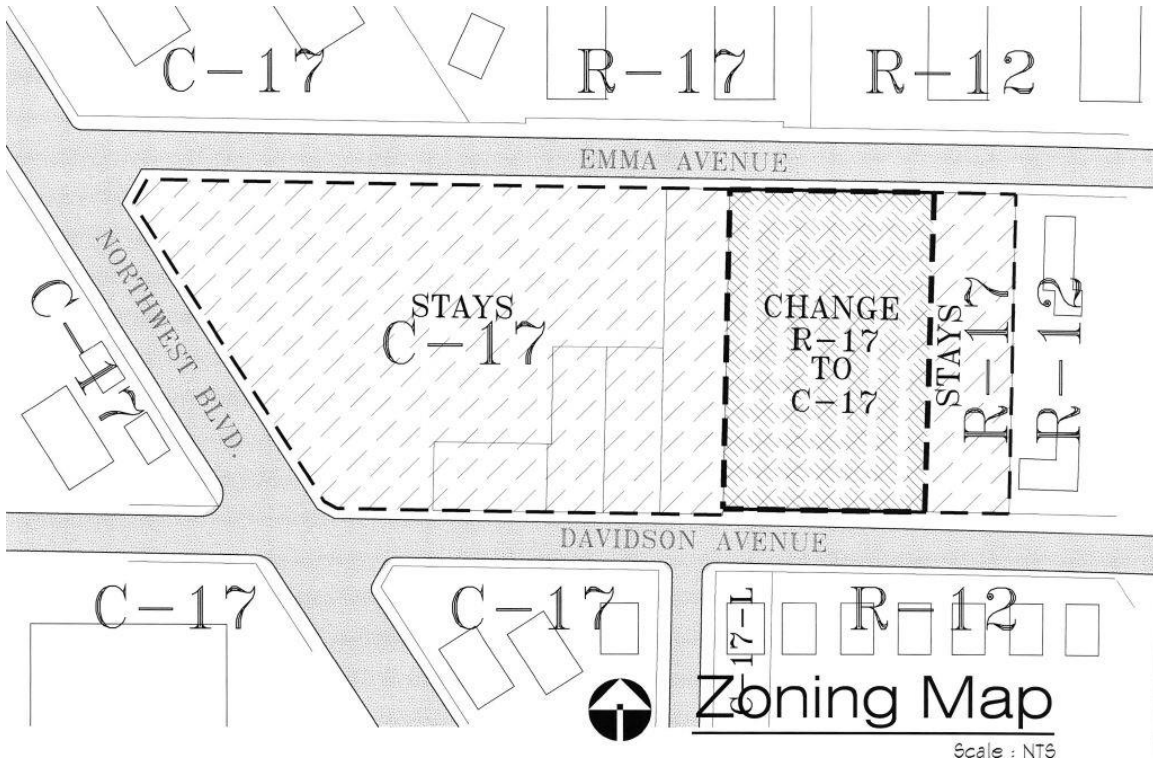
**PROPERTY LOCATION MAP:**



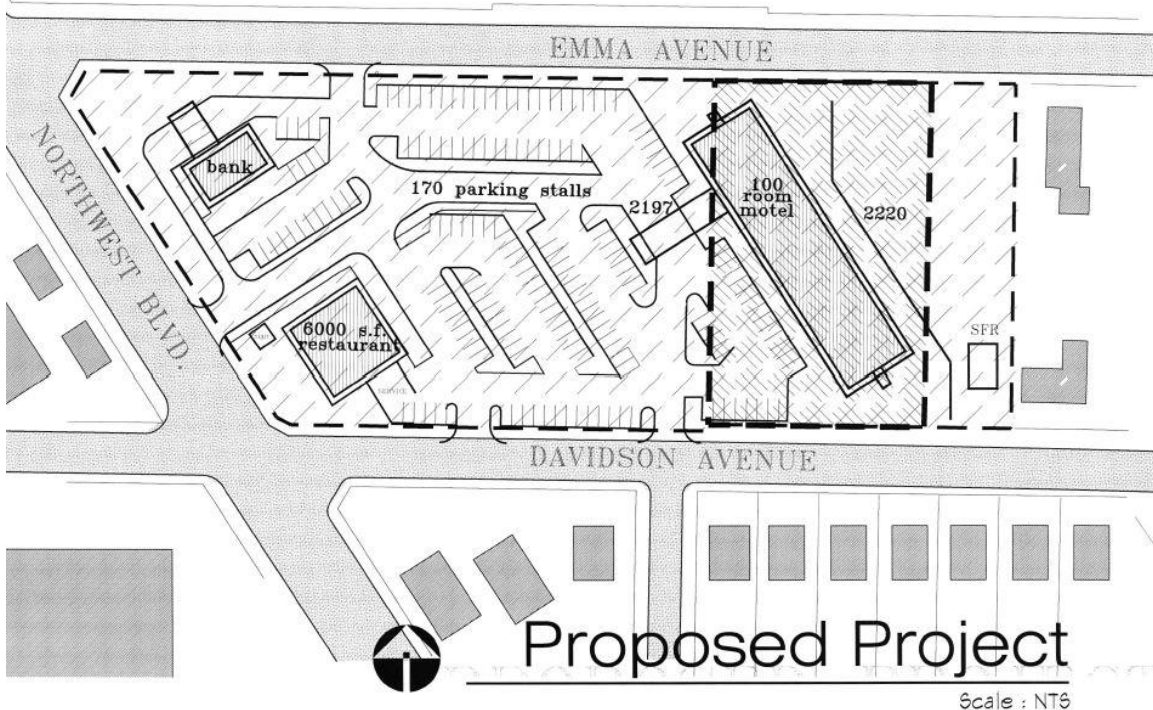
**AERIAL PHOTO:**



**APPLICANT'S EXHIBIT OF PROPOSED C-17:**



**APPLICANT'S EXHIBIT OF PROPOSED PROJECT:**



**PRIOR LAND USE ACTONS ON THE SUBJECT PROPERTY AND SURROUNDING PROPERTIES:**

(\* denotes subject property)



**Zone Changes:**

ZC-8-86SP	R-12 to R-17	Approved
ZC-6-90	R-12 to C-17L	Approved
ZC-5-91SP	R-12 to C-17	Approved
ZC-7-91SP	R-12 to R-17	Approved
ZC-8-92SP	R-12 to R-17	Approved
ZC-10-93SP	R-12 to R-17	Approved
ZC-7-04	R-12 to C-17	Approved
ZC-4-05*	R-12 to R-17	Approved
ZC-10-06	R-12 to C-17	Approved
ZC-3-09*	R-17 to C-17	Withdrawn
ZC-2-10*	R-17 to C-17	Withdrawn
ZC-3-11	R-12 to C-17L	Approved

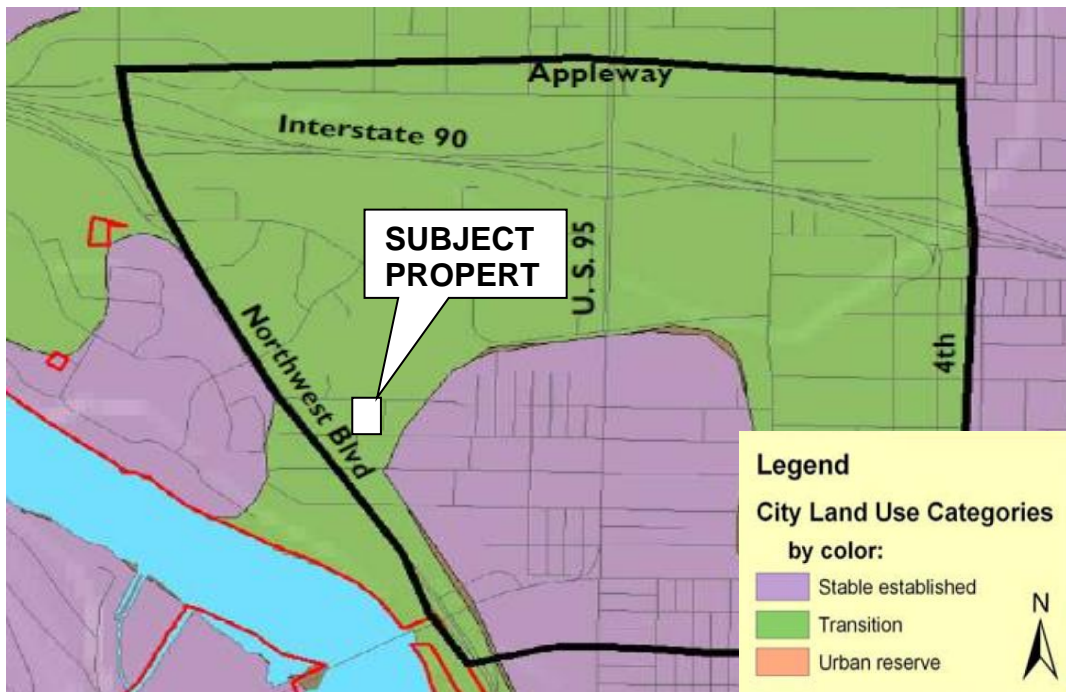
**Special Use Permits:**

SP-1-83	Density Increase	Approved
SP-1-84	Bulk Fuel	Approved
SP-2-86	Density Increase	Approved
SP-8-89*	Density Increase	Approved
SP-1-00	Parking	Approved
SP-8-02	Minimal Care	Denied
SP-1-10*	Auto Camp	Withdrawn
SP-7-12	Auto Camp	Denied

## REQUIRED FINDINGS:

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

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as Appleway – North 4<sup>th</sup> Street - Transition:



### Transition:

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

### Land Use: Appleway - North 4th Street Today:

This area is a diverse mix of residential, medical, commercial, and warehousing land uses. The area is very gently sloped with some drop in elevation within a block of Northwest Boulevard. This elevation change has also defined the break from commercial to residential uses for much of the area's history.

The south-west and south-central portions of the area consist primarily of stable, single-family housing at approximately five units per acre (5:1). The Winton Elementary School and park is located in this neighborhood. Various multi-family apartments, mostly constructed in the late 1970s and early 1980s, are located within the district. The most active area for construction within this district is the Ironwood corridor which consists of many health-care and professional offices west of US 95, with office and retail uses east of US 95.

Along the northern border, commercial use thrives due to the proximity of I-90 and US 95. Appley Avenue is a hub for restaurants and service uses, and extends from Northwest Boulevard east to 4th Street where Appley Avenue becomes Best Avenue.

#### **Appley - North 4th Street Tomorrow:**

Generally, this area is expected to be a mixed use area. The stable/ established residential area will remain. The west Ironwood corridor will require careful evaluation of traffic flow. Ironwood will be connected to 4th Street, enabling higher intensity commercial and residential uses.

#### **The characteristics of Appley - North 4th Street neighborhoods will be:**

- That overall density will approach six units per acre (6:1) with infill and multi-family housing located next to arterial and collector streets.
- That pedestrian and bicycle connections will be provided.
- Street widening and potential reconfiguration of US 95 should be sensitive to adjacent uses.
- Uses that strengthen neighborhoods will be encouraged.

#### **The characteristics of Appley - North 4th Street commercial will be:**

- Commercial buildings will remain lower in scale than in the downtown core.
- Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings.
- Shared-use parking behind buildings is preferred.

#### **Significant Comprehensive Plan policies for consideration:**

##### **Objective 1.12**

##### **Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

##### **Objective 1.14**

##### **Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

##### **Objective 2.01**

##### **Business Image & Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

##### **Objective 3.05**

##### **Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

##### **Objective 4.01**

##### **City Services:**

Make decisions based on the needs and desires of the citizenry.

##### **Objective 4.06**

##### **Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

##### **Evaluation:**

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

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

**STORMWATER:**

Stormwater issues are not a component of the proposed zone change, any storm issues will be addressed at the time of development on the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*

**STREETS:**

The subject property is bordered by NW Boulevard, Emma and Davidson Avenue's. All of these streets are fully developed to City standards. Any alterations to the noted streets will be addressed through the building permit process at the time of development on the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*

**WATER:**

There is sufficient capacity in the public water system to support a zone change for the designated property. However, any changes to fire flow requirements could require infrastructure upgrades which would be the responsibility of the developer at their expense.

*-Submitted by Terry Pickel, Assistant Water Superintendent*

**SEWER:**

The Wastewater Utility has no objections to Zone Change ZC-5-15 as proposed. The subject property is already connected to public sewer. Based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project.

*-Submitted by Mike Becker, Utility Project Manager*

**FIRE:**

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

Fire department access to the site (road widths, surfacing, maximum grade, and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to building permit or site development, utilizing the currently adopted International Fire Code (IFC) for compliance. The City of Coeur d'Alene Fire Department can address all concerns at site and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector*

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

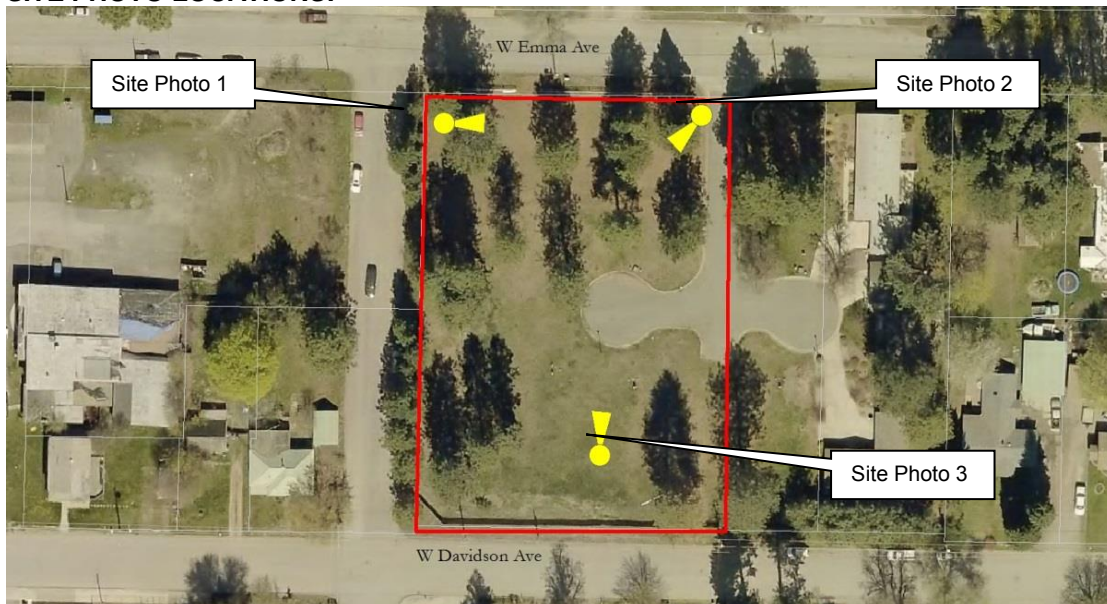
- C. **Finding #B10:** That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

**PHYSICAL CHARACTERISTICS:**

Currently the subject property is vacant with grass and trees. The topography is sloping with an approximate 25 foot change in elevation over the subject property. This equates to a 13% slope. There is an approximate 45 foot change in elevation from Northwest Boulevard to the east boundary of the subject site, which equates to a 6% slope.



**SITE PHOTO LOCATIONS:**



**SITE PHOTOS:**

Site Photo – 1 Northwest corner of property looking south along west property line:



Site Photo – 2 Northeast corner of property looking southwest:



Site Photo – 3 Interior of property looking north and east:



**SITE PHOTO LOCATIONS FOR SURROUNDING LAND USES:**



Site Photo – 1 Google Maps Street View from Northwest Boulevard looking east



Site Photo –2 Northern part of property looking north



Site Photo – 3 Eastern part of property looking east



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

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

**TRAFFIC:**

Without a defined use for the subject property, approximate traffic generation cannot be estimated. However, the change from a residential use to a commercial use is sure to generate a greater amount of vehicle traffic. The subject property is situated adjacent to a major arterial roadway with multiple signals for traffic control, and two adjoining local streets, one (Emma Ave.) of which serves as an undesignated collector street between Northwest Blvd. and Lincoln Way. These roadways will accommodate traffic generated on the subject and adjoining properties.

*-Submitted by Chris Bates, Engineering Project Manager*

### NEIGHBORHOOD CHARACTER:

*From 2007 Comprehensive Plan: Appleyway – North 4<sup>th</sup> Street*

This area is a diverse mix of residential, medical, commercial, and warehousing land uses. The area is gently sloping with some drop in elevation within a block of Northwest Boulevard. This elevation change has also defined the break from commercial to residential uses for much of the area's history.

The south-west and south-central portions of the area consist primarily of stable, single-family housing at approximately five units per acre (5:1). The Winton Elementary School and park is located in this neighborhood. Various multi-family apartments, mostly constructed in the late 1970s and early 1980s, are located within the district. The most active area for construction within this district is the Ironwood corridor which consists of many health-care and professional offices west of US 95, with office and retail uses east of US 95.

### GENERALIZED LAND USE PATTERN:



## ZONING:



Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right from R-17 uses to C-17 uses (as listed below).

### Existing R-17 Zoning District:

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

Principal permitted uses in an R-17 district shall be as follows:

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-17 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility.
- Religious assembly
- Residential density of the R-34 district as specified

- Three (3) unit per gross acre density increase

### **Proposed C-17 Zoning District:**

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. This district should be located adjacent to arterials; however, joint access developments are encouraged.

Principal permitted uses in a C-17 district shall be as follows:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Administrative offices</li> <li>• Agricultural supplies and commodity sales</li> <li>• Automobile and accessory sales</li> <li>• Automobile parking when serving an adjacent business or apartment</li> <li>• Automobile renting</li> <li>• Automobile repair and cleaning</li> <li>• Automotive fleet storage</li> <li>• Automotive parking</li> <li>• Banks and financial institutions</li> <li>• Boarding house</li> <li>• Building maintenance service</li> <li>• Business supply retail sales</li> <li>• Business support service</li> <li>• Childcare facility</li> <li>• Commercial film production</li> <li>• Commercial kennel</li> <li>• Commercial recreation</li> <li>• Communication service</li> <li>• Community assembly</li> <li>• Community education</li> <li>• Community organization</li> <li>• Construction retail sales</li> <li>• Consumer repair service</li> <li>• Convenience sales</li> <li>• Convenience service</li> <li>• Department stores</li> <li>• Duplex housing (as specified by the R-12 district)</li> <li>• Essential service</li> <li>• Farm equipment sales</li> <li>• Finished goods wholesale</li> </ul> | <ul style="list-style-type: none"> <li>• Food and beverage stores, on/off site consumption</li> <li>• Funeral service</li> <li>• General construction service</li> <li>• Group assembly</li> <li>• Group dwelling - detached housing</li> <li>• Handicapped or minimal care facility</li> <li>• Home furnishing retail sales</li> <li>• Home occupations</li> <li>• Hospitals/healthcare</li> <li>• Hotel/motel</li> <li>• Juvenile offenders facility</li> <li>• Laundry service</li> <li>• Ministorage facilities</li> <li>• Multiple-family housing (as specified by the R-17 district)</li> <li>• Neighborhood recreation</li> <li>• Noncommercial kennel</li> <li>• Nursing/convalescent/rest homes for the aged</li> <li>• Personal service establishments</li> <li>• Pocket residential development (as specified by the R-17 district)</li> <li>• Professional offices</li> <li>• Public recreation</li> <li>• Rehabilitative facility</li> <li>• Religious assembly</li> <li>• Retail gasoline sales</li> <li>• Single-family detached housing (as specified by the R-8 district)</li> <li>• Specialty retail sales</li> <li>• Veterinary office</li> </ul> |
|--|--|

Permitted uses by special use permit in a C-17 district shall be as follows:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Adult entertainment sales and service</li> <li>• Auto camp</li> <li>• Criminal transitional facility</li> <li>• Custom manufacturing</li> <li>• Extensive impact</li> </ul> | <ul style="list-style-type: none"> <li>• Residential density of the R-34 district as specified</li> <li>• Underground bulk liquid fuel storage - wholesale</li> <li>• Veterinary hospital</li> <li>• Warehouse/storage</li> <li>• Wireless communication facility</li> </ul> |
|--|--|

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

**PROPOSED CONDITIONS:**

None.

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2010 Coeur d'Alene Trails Master Plan

**ACTION ALTERNATIVES:**

The City Council must consider this request and make separate findings to approve, deny, or deny without prejudice.

Applicant: Ron Ayers  
Location: 1808 Northwest Boulevard  
Request: A proposed zone change from R-17(Residential at 17units/acre) to  
C-17 (Commercial at 17units/acre)  
QUASI-JUDICAL (ZC-5-15)

Planner Mike Behary presented the staff report and answered questions from the Commission.

Commissioner Ingalls commented regarding the development proposal sketch, and noted that it is not locked in and the developer could change their mind and put any allowed C-17 use on the property. As far as an adequacy of utilities, Commissioner Ingalls confirmed that staff, wastewater and water are look at all of the possibilities.

***Public testimony open.***

Dick Stauffer, applicant representative, provided a PowerPoint presentation and thanked staff for their support. He explained that the applicant, Mr. Ayers, spent most of his professional life in the hospitality business and this is a labor of love for him as well as a business opportunity. The site is the last of the acreage sites on Northwest Boulevard. The Garden Motel and the 4 ½ acres in that area is really the last big piece of property in that section of Northwest Boulevard. Since 2004, Mr. Ayers has been building this piece of property through the acquisition of six parcels, which was actually a street vacation, and part of that is getting it entitled. The most recent acquisition, Parcel F, is where the zone change is being centered with it being broken into two pieces, retaining Parcel G as a buffer zone in order to soften the commercial request. Mr. Stauffer passed out a copy of a letter dated December 16, 2015 from the Marriott Hotel awarding the franchise to Mr. Ayers. Mr. Stauffer stated that because of the building design, the four story building will only appear as a two story building if you are looking at it from the east. He believes that this is a worthy request for the Comprehensive Plan goals and that this is a true infill with appropriate infrastructure. It is a development that could go forth without any negative impacts to the surrounding neighborhoods, and it has the ability to grow a business and create new jobs within this corridor.

Ted Smith asked to look at the map for the subject property and if someone could point out how it is that the subject property is situated adjacent to Northwest Boulevard. He also commented that he has driven by Scoop Street and noted that it was swept and maintained by the city. He doesn't know how ownership may have been conveyed from the city to an individual, but he would like to know a little more about how that deed was conveyed to an individual when the state says that excess land is disposed of by a very specific procedure involving an auction. He commented that he disagrees with the applicant's assertion that the property is located adjacent to Northwest Boulevard. If it is not adjacent, then there should be some combined entry points. In looking at the drawings, it shows entry points off of a single family residential street, Davidson Boulevard, which doesn't meet the intent of the zoning ordinance. One of the last proposals for the hotel to the west and some of the adjacent land was an auto park, which is a trailer park, and under this proposed zoning change C-17 would allow the applicant by special use permit, to install an auto park.

Commissioner Luttrupp commented that the idea of an auto park would have to come back before this commission as a special use, so whatever is done tonight is not guaranteeing that it will be an auto park. He asked staff to explain the process of how a piece of property is vacated.

Ms. Anderson explained that there is a public hearing required with the city council for vacation of a street and it would go back to the adjoining property owners. The street has been vacated and it has been verified with city staff. Notices of the public hearing for a vacation are mailed out 15 days prior to a public hearing to properties within a 300' radius of the property.

Chairman Jordan confirmed that the commission is not approving a hotel, but is discussing a zone change on the parcel. The real question is whether the zone change on that parcel of land is the proper zoning for that parcel.

Commissioner Ward wanted to clarify that auto camp and auto park are two separate uses. One would be permitted and one would be by special use permit.

Doug Raul, stated he owns property to the east and believes the 75 foot buffer will be adequate. He feels that the project is a nice fit and use for the property. He thinks it is a beautiful piece of property and would like to see the project approved subject to approval of a development permit within 48 months or whatever is reasonable.

**Rebuttal:**

Mr. Stauffer provided a copy of Ordinance No. 3277 from the City of Coeur d'Alene which vacated Scoop Street. He stated that part of the reason for this request is that for the model to be successful for current day hospitality properties is to be associated with food service. With the parking requirements of the food service and the hospitality being fairly intense, a further component of the development is to have smaller scale buildings along Northwest Boulevard with the parking behind, but the parking count is fairly substantial, 170 cars. That is why the requirement to get the additional zoning in order to make the project possible.

Mr. Stauffer confirmed that the buffer property, Section G, would remain R-17.

***Public testimony closed.***

***Discussion:***

Chairman Jordan asked if the buffer zone could at some point turn into a parking lot at some point without a special use permit. Ms. Anderson responded that you would be required to have a special use permit to have a parking lot on the R-17 property.

Commissioner Ingalls commented that there are a number of written comments that have come in, and he believes they came in not tied to a vision of a plan. The written comments are hugely in favor. He stated that he is in favor of approving the request.

Commissioner Fleming urged the applicant to look at how the property sits on the hill, and is worried that there is too much asphalt from the road as it rises and she doesn't want to see a "sea of water" coming down onto the Boulevard. Thinks that it is a good move to expand the C-17, and a real beneficial use of the landscape as a profile coming up the hill.

**Motion by Ingalls, seconded by Rumpler, to approve Item ZC-5-15, with no conditions.**

**ROLL CALL:**

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

**Motion to approve carried by a 6 to 0 vote.**

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, December 8, 2015, and there being present a person requesting approval of ZC-5-15, a request for a zone change from R-17 (Residential at 17 units/acre) to C-17(Commercial at 17 units/acre)zoning district.

APPLICANT: RONALD AYERS

LOCATION: A PORTION OF A PARCEL FRONTING EMMA AVENUE AND DAVIDSON AVENUE MEASURING APPROXIMATELY 1.28 ACRES

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

- B1. That the existing land uses are residential uses.
- B2. That the Comprehensive Plan Map designation is Appleway-North 4<sup>th</sup> Street - Transition.
- B3. That the zoning is R-17 (Residential at 17 units/acre).
- B4. That the notice of public hearing was published on, November 21, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, November 30, 2015, which fulfills the proper legal requirement.
- B6. That 122 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 20, 2015.
- B7. That public testimony was heard on December 8, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - Objective 1.12- Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.
  - Objective 1.14- Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
  - Objective 2.01- Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
  - Objective 3.05- Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 4.01- City Services: Make decisions based on the needs and desires of the citizenry.

Objective 4.06- Public Participation: Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

- B9. That public facilities and utilities are available and adequate for the proposed use.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because this piece of land can accommodate other uses in the C-17 Commercial District.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing land uses based on public and written testimony presented at the hearing.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of RONALD AYERS for a zone change, as described in the application should be approved.

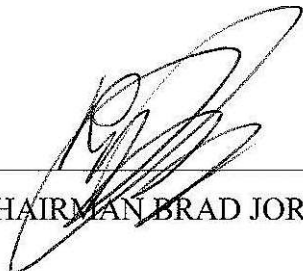
Special conditions applied are as follows: No Conditions.

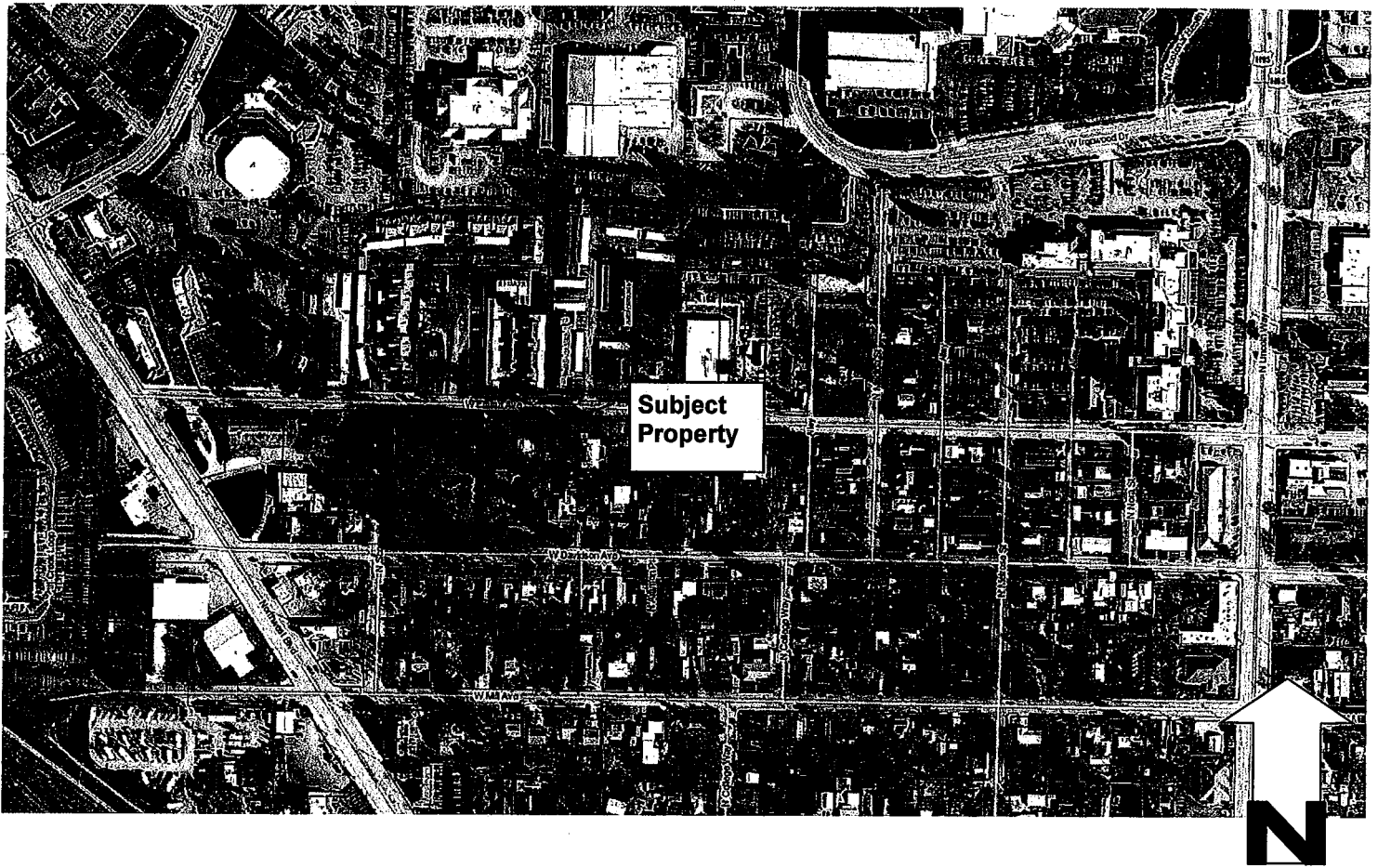
Motion by Ingalls, seconded by Rumpler, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.

  
CHAIRMAN BRAD JORDAN



This sketch furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the city assumes no liability for any loss occurring by reason of reliance thereon.

*The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodations will be available upon request, five (5) days prior to the hearing. For more information, contact the Planning Department at (208)769-2240.*

***Require more information?***

Planning Department at 769-2240  
***or*** [www.cdavid.org](http://www.cdavid.org) by clicking on  
agendas/planning commission. Staff  
reports will be posted on the web the  
Friday before the meeting.

**Comments**

*I support the Zone CHange  
REQUEST - Neighbor on  
DAVIDSON. cleans up the  
AREA*

## *City Council Meeting*



City of  
**Coeur d'Alene**  
IDAHO

*January 19, 2016*

### **ZC-5-15    Zone change from R-17 to C-17**

**+/- 1.28 Acres East of Northwest Boulevard**

**APPLICANT:**

Ronald Ayers  
9030 Hess Street, #364  
Hayden, ID 83835

**Subject:**

Zone change from R-17 to C-17.

**LOCATION:**

A portion of a parcel fronting Emma Avenue and Davidson Avenue, East of Northwest Boulevard, Measuring approximately 1.28 acres.

**ZC-5-15 Zone change from R-17 to C-17**  
+/- 1.28 Acres East of Northwest Boulevard

**Legal Notice: Posting, Mailing, & Publication**

Notice was published in the CDA Press on  
December 26, 2015 and all other notifications  
have been made.

**ZC-5-15 Zone change from R-17 to C-17**  
+/- 1.28 Acres East of Northwest Boulevard

**DECISION POINT:**

Provide a decision regarding the proposed zone change from  
R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17  
units/acre) on approximately 1.28 acres.

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **Background Information:**

- The Garden Motel is located to the west of this property and is zoned C-17.
- The part of N. Scoop Street that is adjacent to subject site has been vacated and no longer a public road.
- The applicant has also submitted a proposed project plan that shows the subject site combined with the Garden Motel site totaling approximately 4.5 acres.
- The proposed project plan indicates demolishing of all structures on the 4.5 acre site with a new 100 room hotel, restaurant, and a bank.

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

Continued....

### **Background Information:**

- However, it should be noted that the applicant's proposed project plan is not tied to the requested zone change.
- If the subject site is approved to be changed to the C-17 Commercial District , then all permitted uses in the C-17 Commercial District would be allowed on this site including the applicant's proposed project.

ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Location Map



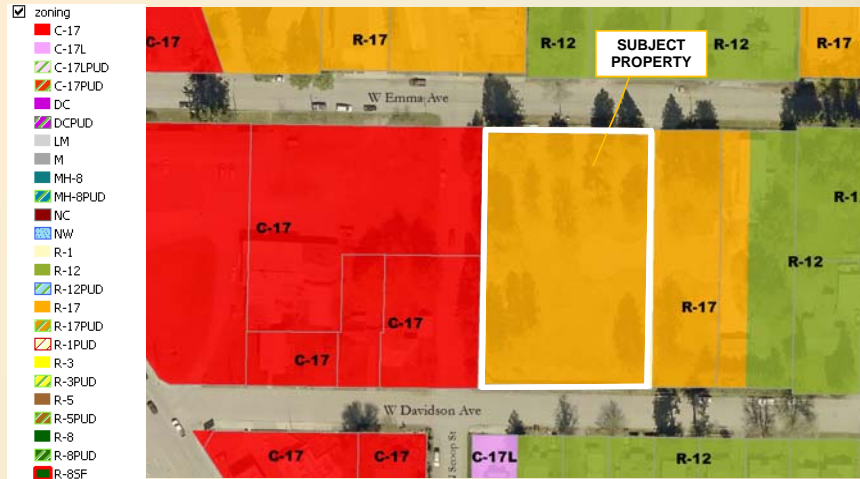
ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Aerial Photo



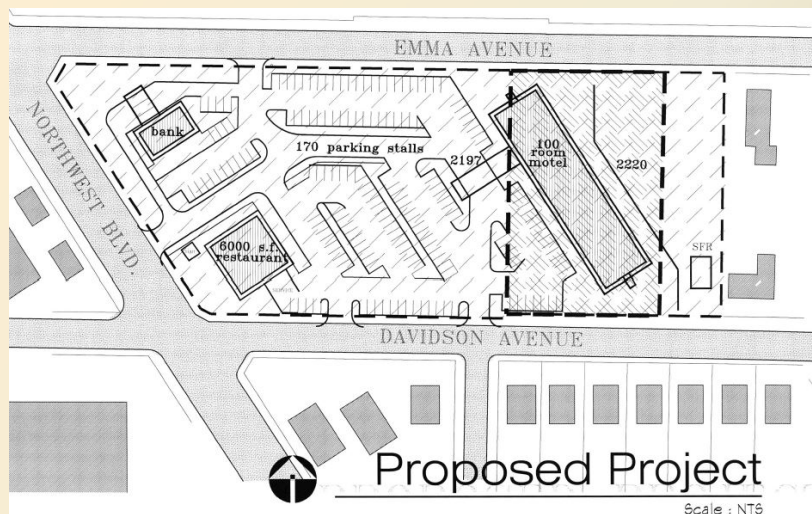
## ZC-5-15 Zone change from R-17 to C-17 +/- 1.28 Acres East of Northwest Boulevard

Existing and Surrounding Zoning Map



## ZC-5-15 Zone change from R-17 to C-17 +/- 1.28 Acres East of Northwest Boulevard

Applicant's Proposed Project



**ZC-5-15 Zone change from R-17 to C-17**  
+/- 1.28 Acres East of Northwest Boulevard

Map Showing Photo Locations



**ZC-5-15 Zone change from R-17 to C-17**  
+/- 1.28 Acres East of Northwest Boulevard

Site Photo - 1

Northwest corner of property looking south along west property line:



ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Site Photo - 2

Northeast corner of property looking southwest:



ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Site Photo - 3

Interior of property looking north and east:



ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Map Showing Photo Locations



ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Site Photo - 1

Looking East



ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Site Photo - 2

Looking East



ZC-5-15 Zone change from R-17 to C-17  
+/- 1.28 Acres East of Northwest Boulevard

Site Photo - 3

Looking North



## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### Finding #B8:

That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

### Finding #B9:

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

### Finding #B10:

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

### Finding #B11:

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

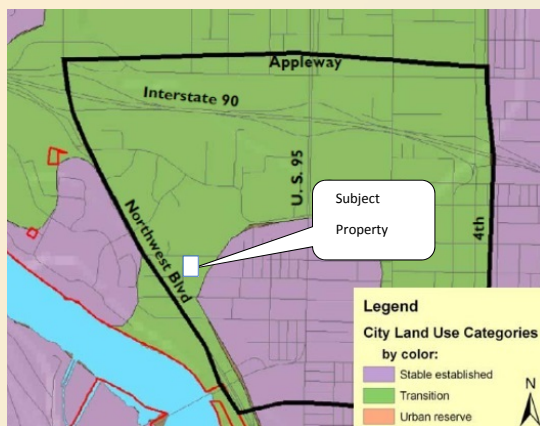


## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### Finding #B8:

*That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.*



### Transition Areas:

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

2007 Comprehensive Plan: Appleway – North 4th Street

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **Appleway – North 4<sup>th</sup> Street Tomorrow**

Generally, this area is expected to be a mixed use area. The stable/established residential area will remain. The west Ironwood corridor will require careful evaluation of traffic flow. Ironwood will be connected to 4<sup>th</sup> Street, enabling higher intensity and commercial and residential uses

### **The characteristics of Appleway – North 4<sup>th</sup> Street residential neighborhoods will include:**

An overall density that may approach three to four residential units per acre (6:1) with infill and multifamily housing located next to arterial and collector streets.

- Pedestrian and bicycle connections will be provided.
- Uses that strengthen neighborhoods will be encouraged.

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **The characteristics of Appleway – North 4<sup>th</sup> Street commercial areas will include:**

- Commercial buildings will remain lower in scale than in the downtown core
- Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings.
- Shared-use parking behind buildings is preferred.

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### Finding #B9:

*That public facilities and utilities (are) (are not) available and adequate for the proposed use.*

### **SEWER:**

The Wastewater Utility has no objections to Zone Change ZC-5-15 as proposed. The subject property is already connected to public sewer. Based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project.

*-Comments submitted by Mike Becker, Utility Project Manager*



## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **WATER:**

There is sufficient capacity in the public water system to support a zone change for the designated property. However, any changes to fire flow requirements could require infrastructure upgrades which would be the responsibility of the developer at their expense.

*-Comments submitted by Terry Pickel, Assistant Wastewater Superintendent*

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **STORMWATER:**

Stormwater issues are not a component of the proposed zone change, any storm issues will be addressed at the time of development on the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*

### **STREETS:**

The subject property is bordered by NW Boulevard, Emma and Davidson Avenue's. All of these streets are fully developed to City standards. Any alterations to the noted streets will be addressed through the building permit process at the time of development on the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **FIRE:**

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

Fire department access to the site (road widths, surfacing, maximum grade, and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to building permit or site development, utilizing the currently adopted International Fire Code (IFC) for compliance. The City of Coeur d'Alene Fire Department can address all concerns at site and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector*

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### Finding #B10:

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

### **PHYSICAL CHARACTERISTICS:**

Currently the subject property is vacant with grass and trees. The topography is sloping with an approximate 25 foot change in elevation over the subject property. This equates to a 13% slope. There is an approximate 45 foot change in elevation from Northwest Boulevard to the east boundary of the subject site, which equates to a 6% slope.

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard



## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### Finding #B11:

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

### **TRAFFIC:**

Without a defined use for the subject property, approximate traffic generation cannot be estimated. However, the change from a residential use to a commercial use is sure to generate a greater amount of vehicle traffic. The subject property is situated adjacent to a major arterial roadway with multiple signals for traffic control, and two adjoining local streets, one (Emma Ave.) of which serves as an undesignated collector street between Northwest Blvd. and Lincoln Way. These roadways will accommodate traffic generated on the subject and adjoining properties.

*-Submitted by Chris Bates, Engineering Project Manager*

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **Proposed C-17 Zoning District:**

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

This district should be located adjacent to arterials; however, joint access developments are encouraged.

## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

**The following is a list of just a few of the Principal uses that are permitted in a C-17 district:**

Administrative offices	Food and beverage stores
Automobile and accessory sales	Funeral service
Automobile renting	Hospitals/healthcare
Automobile repair and cleaning	Hotel/motel
Automotive fleet storage	Ministorage facilities
Banks and financial institutions	Professional offices
Boarding house	Childcare facility
Commercial kennel	Rehabilitative facility
Community assembly	Religious assembly
Department stores	Retail gasoline sales
Finished goods wholesale	Veterinary office

## ZC-5-15 Zone change from R-17 to C-17

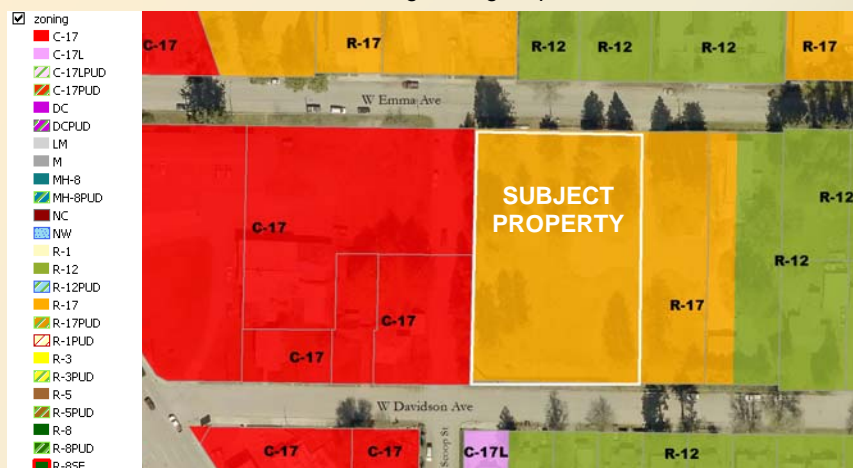
+/- 1.28 Acres East of Northwest Boulevard

Existing Land Use Map



## ZC-5-15 Zone change from R-17 to C-17 +/- 1.28 Acres East of Northwest Boulevard

Existing Zoning Map



## ZC-5-15 Zone change from R-17 to C-17 +/- 1.28 Acres East of Northwest Boulevard

### **DECISION POINT: Zoning Change**

Provide a decision regarding the proposed zone change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre) on approximately 1.28 acres.



## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

### **ACTION ALTERNATIVES:**

The City Council must consider this request and make appropriate findings to:

- ☐ Approve
- ☐ Deny
- or
- ☐ Deny without prejudice.

*Thank you!*



## ZC-5-15 Zone change from R-17 to C-17

+/- 1.28 Acres East of Northwest Boulevard

Aerial Photo



INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes

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

FUND	BALANCE 11/30/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/2015
<u>General-Designated</u>	\$335,329	\$14,115	\$3,700	\$345,744
<u>General-Undesignated</u>	10,243,512	4,691,210	6,368,188	8,566,534
<u>Special Revenue:</u>				
Library	(112,283)	30,888	126,386	(207,781)
CDBG	(1,220)	13,716	12,496	(0)
Cemetery	(71,438)	28,221	19,220	(62,437)
Parks Capital Improvements	83,722	106,980	14,976	175,726
Impact Fees	4,121,194	176,763	36,107	4,261,850
Annexation Fees	31,334	26,258		57,592
Insurance	(156,092)	28,108	718	(128,702)
Cemetery P/C	1,731,112	2,460	15,173	1,718,399
Jewett House	17,922	3	2,346	15,579
Reforestation	17,425	7,502	1,380	23,547
Street Trees	238,382	6,333	31,154	213,561
Community Canopy	1,562	532	70	2,024
CdA Arts Commission	2,326			2,326
Public Art Fund	63,019	9	1,417	61,611
Public Art Fund - LCDC	437,959	62	11,398	426,623
Public Art Fund - Maintenance	111,812	16	1,892	109,936
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	487,581	53,690		541,271
LID Guarantee	37,506	420		37,926
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	2,104			2,104
<u>Capital Projects:</u>				
Street Projects	150,886	22,867	32,244	141,509
<u>Enterprise:</u>				
Street Lights	39,924	46,141	41,077	44,988
Water	1,353,443	384,906	512,126	1,226,223
Water Capitalization Fees	3,622,413	185,817		3,808,230
Wastewater	3,503,165	2,523,222	291,957	5,734,430
Wastewater-Reserved	1,101,045	27,500	218,584	909,961
WWTP Capitalization Fees	6,291,761	383,473	1,807,210	4,868,024
WW Property Mgmt	60,668			60,668
Sanitation	(100,742)	354,191	339,874	(86,425)
Public Parking	(275,599)		18,699	(294,298)
Drainage	435,107	91,071	146,147	380,031
Wastewater Debt Service	1,014,812	266		1,015,078
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	188,512	219,799	188,526	219,785
LID Advance Payments	3,738	172		3,910
Police Retirement	1,382,793	3,051	13,695	1,372,149
Sales Tax	1,115	2,128	1,419	1,824
BID	172,129	8,037	30,000	150,166
Homeless Trust Fund	415	520	450	485
GRAND TOTAL	<u>\$36,568,352</u>	<u>\$9,440,447</u>	<u>\$10,288,629</u>	<u>\$35,720,170</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREE MONTH ENDED  
December 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$60,320	26%
	Services/Supplies	11,400	2,489	22%
Administration	Personnel Services	256,143	54,442	21%
	Services/Supplies	49,120	23,219	47%
Finance	Personnel Services	669,468	175,330	26%
	Services/Supplies	128,610	21,613	17%
Municipal Services	Personnel Services	1,100,049	299,427	27%
	Services/Supplies	487,725	167,433	34%
	Capital Outlay			
Human Resources	Personnel Services	213,211	53,415	25%
	Services/Supplies	51,650	4,191	8%
Legal	Personnel Services	1,101,327	297,903	27%
	Services/Supplies	98,853	13,702	14%
Planning	Personnel Services	521,558	130,178	25%
	Services/Supplies	37,350	7,794	21%
Building Maintenance	Personnel Services	350,898	79,049	23%
	Services/Supplies	146,875	22,511	15%
	Capital Outlay			
Police	Personnel Services	11,109,117	2,955,359	27%
	Services/Supplies	1,120,843	281,623	25%
	Capital Outlay	1,042,615	100,951	10%
Fire	Personnel Services	7,700,642	2,237,157	29%
	Services/Supplies	597,093	58,009	10%
	Capital Outlay	5,270,000	269,307	5%
General Government	Services/Supplies	49,250	742	2%
	Capital Outlay		7,595	
Byrne Grant (Federal)	Services/Supplies		29,083	
	Capital Outlay		2,694	
COPS Grant	Personnel Services			
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	4,261	14%
	Capital Outlay			
Streets	Personnel Services	2,138,021	551,100	26%
	Services/Supplies	680,080	91,562	13%
	Capital Outlay	80,000	8,500	11%
Engineering Services	Personnel Services	556,456	147,921	27%
	Services/Supplies	749,560	16,355	2%
	Capital Outlay			

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREE MONTH ENDED  
December 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2015	PERCENT EXPENDED
Parks	Personnel Services	1,409,262	289,868	21%
	Services/Supplies	518,800	61,638	12%
	Capital Outlay	45,000	19,818	44%
Recreation	Personnel Services	575,554	137,972	24%
	Services/Supplies	143,430	12,854	9%
	Capital Outlay	5,000	12,694	254%
Building Inspection	Personnel Services	838,421	225,434	27%
	Services/Supplies	50,920	7,612	15%
	Capital Outlay	47,792	47,792	100%
Total General Fund		<u>40,217,748</u>	<u>8,990,917</u>	<u>22%</u>
Library	Personnel Services	1,172,301	291,207	25%
	Services/Supplies	196,850	42,013	21%
	Capital Outlay	140,000	25,938	19%
CDBG	Services/Supplies	529,424	30,694	6%
Cemetery	Personnel Services	173,772	41,855	24%
	Services/Supplies	100,500	13,698	14%
	Capital Outlay	30,000	29,400	98%
Impact Fees	Services/Supplies	1,842,000	36,107	2%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	31,352	6%
Insurance	Services/Supplies	372,000	175,504	47%
Cemetery Perpetual Care	Services/Supplies	127,500	16,142	13%
Jewett House	Services/Supplies	29,355	2,783	9%
Reforestation	Services/Supplies	2,000	1,382	69%
Street Trees	Services/Supplies	100,000	26,833	27%
Community Canopy	Services/Supplies	1,500	92	6%
CdA Arts Commission	Services/Supplies	7,300		
Public Art Fund	Services/Supplies	324,000	28,042	9%
Total Special Revenue		<u>5,672,502</u>	<u>793,042</u>	<u>14%</u>
Debt Service Fund		<u>882,660</u>		

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREE MONTH ENDED  
December 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	555,000		
Seltice Way Sidewalks	Capital Outlay	79,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000	22,978	46%
Levee Certification	Capital Outlay	498,000	3,000	1%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000	14,260	
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000		
Ironwood / US 95	Capital Outlay	120,000		
Total Capital Projects Funds		<u>2,842,000</u>	<u>40,238</u>	<u>1%</u>
Street Lights	Services/Supplies	584,150	47,874	8%
Water	Personnel Services	1,965,322	495,587	25%
	Services/Supplies	4,319,099	299,739	7%
	Capital Outlay	2,026,000	319,002	16%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	622,590	25%
	Services/Supplies	7,060,119	435,696	6%
	Capital Outlay	4,520,000	294,599	7%
	Debt Service	2,178,063		
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	946,368	25%
Public Parking	Services/Supplies	167,896	25,479	15%
	Capital Outlay			
Drainage	Personnel Services	107,327	28,605	27%
	Services/Supplies	819,980	34,596	4%
	Capital Outlay	330,000	111,703	34%
Total Enterprise Funds		<u>33,672,414</u>	<u>3,661,838</u>	<u>11%</u>
Kootenai County Solid Waste		2,300,000	411,758	18%
Police Retirement		170,900	42,011	25%
Business Improvement District		186,000	30,000	16%
Homeless Trust Fund		5,000	866	17%
Total Fiduciary Funds		<u>2,661,900</u>	<u>484,635</u>	<u>18%</u>
TOTALS:		<u>\$85,949,224</u>	<u>\$13,970,670</u>	<u>16%</u>