

Coeur d'Alene

CITY COUNCIL MEETING

March 5, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

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

February 19, 2013

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library Community Room February 19, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger)	Members of Council Present
Mike Kennedy)	
Woody McEvers)	
Dan Gookin)	
Deanna Goodlander)	
Steve Adams)	Members of Council Absent

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

INVOCATION: Led by Pastor Ron Hunter, Church of the Nazarene.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Kennedy.

PRESENTATION OF ROAD SCHOLAR PROGRAM: Bruce Drewes, Manager of Idaho Technology Transfer Center, stated that his organization provides training and technical assistance to transportation employees. He presented awards to four City of Coeur d'Alene employees in honor of their completion of the "Road Scholar" program: Travis Galloway, Terry Leigh, Justin Kimberling, and Sharon Simon. Councilman Goodlander stated that her son recently noted how terrific our streets are maintained in comparison to where he currently lives in Utah. She said that we are spoiled here and thanked the crew for their good work. Councilman Edinger stated that our street crew is the best in the Inland Northwest.

PRESENTATION OF FALLEN HERO'S PLAZA VIDEO AWARD: Parks Director Doug Eastwood stated that the City's video regarding the Fallen Hero's Plaza received an award from the American Video Association. The first recognition was for Honorable Mention in the "Video Production Inspiration Category" and a "Gold" award for pro-bono production due to the in-kind contribution of Jeff Crowe in putting the video and narration together. Mr. Eastwood provided a history of the creation of the park and thanked those involved in the idea and development of the park including the Police and Fire Associations that helped fund the video, Fred Ogram for his research and design for the plaza, the Parks Foundation for helping raise funds, and Jeff Crowe at Bunkhouse Media. Mr. Eastwood played the video for the audience.

PUBLIC COMMENTS:

URBAN RENEWAL: Russell McLain, Kootenai County, stated that he moved out of the City to get away from the taxes and spending. He read Kathy Sims' book and does not understand how LCDC is still affecting his taxes even though he does not live in the City. He asked Councilman Goodlander to explain how Lakes Highway District is affected by LCDC by approximately 10%. Councilman Goodlander stated that all urban renewal districts affect county taxes and that how the money is being spent and acquired is a function of legislative direction. She offered to meet with Mr. McLain and go over the way the legislature has set up the urban renewal district. Mr. McLain stated that he thinks Post Falls is doing it differently and more appropriately. Councilman Kennedy stated he disagrees with the content of Ms. Sims' book and that he would be willing to sit down with Mr. McLain and Mr. Berns to go over urban renewal. Councilman Gookin stated that it is a legislative issue and that he believes Mr. Hayes at the County has the property tax information Mr. McLain is seeking.

PERSON FIELD: Bruce MacNeil, 524 N. 17th Street, stated that he was concerned about the Person and Bryan Field acquisition due to statements made by Councilman Edinger and Councilman Goodlander at the last City Council meeting. He hopes the City Council would consider fairness, consistency of support of neighborhood parks, and be assertive in the support of where and when neighbor parks can be achieved. As a city resident and taxpayer, he stated he would be willing to pay extra taxes for the acquisition of the two fields and believes others in the community feel the same way. He believes that the aggressive support of McEuen should be mirrored for neighborhood parks.

Lynn Schwindel, 735 4th Street, stated he believes the City should acquire the fields and be done with it. He has witnessed more people using Bryan Field on the weekends than at Phippeny Park and supports the City acquiring both properties for \$750,000.

CONSENT CALENDAR: Motion by Kennedy, seconded by Edinger to approve the consent calendar as presented.

DISCUSSION: Councilman Gookin stated that the Water Department did a great job at finding the pup trailer substantially under budget.

1. Approval of minutes for February 5, 2013
2. Approval of Bills as Submitted
3. Setting of General Services and Public Works Committees meetings for February 25, 2013 at 12:00 noon and 4:00 p.m., respectively.
4. CONSENT RESOLUTION NO. 13-010 A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A CONTRACT WITH RC WORST & CO. INC., FOR LANDINGS WELL PUMP REHABILITATION PROJECT AND AUTHORIZING THE REQUEST TO PURCHASE A 1988 PUP TRAILER FOR THE WATER DEPARTMENT.
5. S-1-12 Cottage Grove First Addition, Final Plat

ROLL CALL: Edinger Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

Councilman Gookin stated that he has been learning to run the video camera recording at some of the public meetings and appreciates the work the video crew does for Channel 19.

ADMINISTRATOR’S REPORT: On February 6th, over 200 people participated in 3 presentations regarding Community Visioning by long-range planner Steven Ames. In a couple of weeks, Mr. Ames will report back to the City regarding how the community might proceed with a visioning project. The McEuen Park design is complete and is out for bids. The bid opening is now scheduled for March 5th at 10:00 a.m. with work to begin soon after. There will be a continued City Council meeting on March 7, 2013 at 5:00 p.m. The community should continue to expect Front Avenue to be closed from March 2013 to November 2013. There are a lot of current events happening at the Coeur d’Alene Library. The 25th Annual Writers Competition has begun. Entry forms and rules are available at the library or can be downloaded from the library website, www.cdalibrary.org (deadline for entries is March 31st.) Winners will be announced and cash prizes are awarded in each category and age group at a ceremony in May hosted by the Friends of the Coeur d’Alene Public Library. The City will be sponsoring a 2nd annual Development Forum on February 28th at 11:30 a.m., in the Library Community Room. The forum is an opportunity for the building community – developers, builders, architects, and engineers to dialogue with city development-related staff with the goal of sharing information and listening to the development community to enable us to improve our processes and responsiveness. The Water Department is starting on the first phase of construction of a new water well on Atlas Road just north of Hanley Avenue. The Water Department is also preparing for their first construction project of the summer. They will be replacing water service lines in portions of the Indian Meadows subdivision. People with concerns or questions can call the Water Department at their main number 769-2210. The City of Coeur d’Alene Arts Commission is seeking artists to participate in its “ArtCurrents” program. Information packets are available at City Hall, or online at www.cdaid.org. Artist proposals are due by 5:00 p.m., April 12, 2013. Additionally, the Arts Commission is seeking Artists for the Utility Box Beautification Project. Information packets are available at City Hall or online at www.cdaid.org. Artist proposals are due by 5:00 p.m., April 19, 2013. For more information, call Steve Anthony at 769-2249. City staff recently met with Sheriff Wolfinger to discuss what effects a Labor Day unlimited hydroplane race will have on the City, even though the event will be held out of the city limits. The City will not be the first responders; however, the event sponsors expect 30,000 to 100,000 visitors to the race that will come to and through Coeur d’Alene. The Coeur d’Alene Lake Drive acquisition discussion will come forward in March. Additionally, there has been discussion regarding the need for a contact person for the McEuen Park project for the neighborhood and business owners. This contact person would provide similar outreach to the Mid-town and Education Corridor projects. LCDC will be discussing this item, and possible funding, at their meeting tomorrow.

PUBLIC HEARING: WATER RATES/FEES: Water Superintendent Jim Markley informed the City Council that this item was originally heard at the January 2, 2013 City Council meeting. Due to some concern regarding the public notice, staff determined it was in the best interest of the City to hold another hearing. He stated that the consultant was available if anyone had specific questions. Councilman Kennedy requested that the City Council move forward without a presentation.

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

DISCUSSION: Councilman Gookin stated that he voted against the fee increases originally and would again, as he would like less of an increase in the rates. He stated that he did not feel that every item listed in the study is necessary at this time. Councilman Goodlander stated that the consultant has stated that our water system is in great shape because the City has invested in the system over time and has been ahead of the game. She stated that the citizens would not be asked to pay dramatic increases now or in the future due to the slow and steady investment in the system over time. She believes that this is an important practice to continue.

RESOLUTION NO. 13-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE RULES AND REGULATIONS OF THE COEUR D'ALENE WATER DEPARTMENT AS TO RATES, SCHEDULES AND CHARGES.

MOTION by Kennedy, seconded by McEvers to adopt Resolution 13-011.

ROLL CALL: McEvers Aye; Goodlander Aye; Gookin No; Kennedy Aye; Edinger Aye. Motion carried.

PERSON FIELD UPDATE: Finance Director Troy Tymesen stated that the School District has provided the City with an appraisal of Bryan Field and a counter offer to sell Bryan and Person Field for the total price of \$750,000. Mr. Tymesen reread the motion made at the January 10, 2013 meeting with the School District, which requested staff to allocate \$650,000 for the purchase of Bryan and Person Field subject to a legal deed restriction. At the same meeting, the School Board made a motion to sell both properties to the City for \$750,000 pending completion of the appraisal of Bryan Field. Mr. Tymesen reviewed the appraisal figures for Bryan Field, which was appraised at \$3.70 sq. ft. for a price of \$309,000 for the 1.91-acre parcel. The Appraiser did include a note stating, "A potential buyer would not buy the subject property without a substantial price discount, knowing the City may not approve a use that would close the park..." Mr. Tymesen is requesting the City Council to provide direction regarding the acquisition, noting that the two appraisals together would demonstrate a price of \$964,000 based on R-12 zone.

Councilman Goodlander asked for clarity regarding comparables provided in the Bryan Field appraisal. Mr. Tymesen stated that a recent comparable dated August 2012 (south side of Harrison Avenue east of Lincoln Way) was a 1/3 acre parcel at \$5.06 per sq. ft. zoned R-12. Additional comparables include a parcel at Government Way \$4.90 per sq. ft. (R-12); northeast and southeast corner of Bosanko and Cedarbloom (C-17) \$5.00 sq. ft.; John Loop \$5.07 per sq. ft. (C-17), West

Haycraft at \$3.70 sq. ft. and a parcel on Fruitland Lane \$4.57 sq. ft. (R-12.) Councilman Edinger asked how much property does the City own at Person Field and how much property did the City trade to the School District behind Lake City High School. Mr. Tymesen clarified the Person Field property is 3.2 acres and that the City traded approximately 6.8 acres behind Lake City High School. Councilman Edinger stated that the draft copy of the Land Exchange Agreement with the School District states that the City was to receive 3.9 acres at Person Field. Mr. Tymesen stated that the paper trail does note that the City was to receive the larger portion, but a second document amends that to clarify that the City would receive the 3.2-acre portion and the School District would keep the portion with the track. Councilman Edinger stated that he agrees that the City should own Person Field and believes the City had a good faith agreement with the School District in 1995 and the City was being a good partner by giving a portion of the field back to the School District without asking for compensation. He believes that the City Attorney has made comments that the price is too high, as the property should not have been appraised at an R-12 future use. Mr. Tymesen stated that he looked at what the City paid for the 15th Street property, which is why the negotiation team estimated a \$2.00 sq. ft. cost for parkland. Mr. Tymesen clarified that at \$2.00 sq. ft. for the Person property it would be \$327,660. Councilman McEvers stated that the City looks at the property as a park; the School Board says that they want it to stay a park, but they appraised it at R-12 not as a park. He stated that he felt an easy way to fund the purchase of Person and Bryan Field would be to take it out of the McEuen budget. Mr. Tymesen stated that he could not take from the McEuen project budget as urban renewal, which is the major funding mechanism, and neither parcel is in the urban renewal district.

MOTION by Kennedy, seconded by Gookin to accept the \$750,000 counter offer by the School District to purchase Bryan and Person Fields.

DISCUSSION: Councilman Kennedy stated that he does not like the way the acquisition of the fields came about and that this could be in litigation for years if the City Council does not move forward with the purchase. He believes the Council has debated the purchase long enough and the goal has been to keep this land in public ownership. He believes that the Finance Department can figure out how to allocate the resources so that the City Council can do the right thing by the taxpayer tonight. Councilman Edinger stated that he would vote against the motion because he believes that the Agreement from 1995 was for the betterment of the School District and the City would be paying for something that it already owns. Additionally, he thinks \$750,000 is too much and that \$2.00 per sq. ft. is a better price. Councilman Edinger asked where the City would come up with the \$750,000. Mr. Tymesen stated that he would use fund balance and potentially liquidate an old asset known as the old Library. Councilman Kennedy stated that he agrees with Councilman Edinger; however, it is time to cut the losses from an agreement from 18 years ago. He believes that the vote tonight is really a \$95,000 vote, as the City Council already approved \$655,000. Mayor Bloem stated that one of the goals of the City is to acquire great public spaces. She stated that she is saddened that it has come to this type of negotiation, as in good faith the City gave property to the School District and both entities agree that the properties should remain parks and therefore should have been appraised as parks or reduced to the park value. The obligation of the City is to acquire the property and keep it in the public realm. Mr. Tymesen clarified that he would need City Council support when the budget amendment comes forward. Councilman Goodlander stated that she does not believe that the School District has dealt fairly with the City, as

RESOLUTION NO. 13-012

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-9-12 RIVERSTONE EAST – SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL PLAT; RATIFICATION OF THE 11TH STREET MARINA LANDLORD'S CONSENT TO ASSIGNMENT WITH THE ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC. AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RUEN YEAGER & ASSOCIATES, INC. FOR FLOOD WORKS CERTIFICATION.

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

- A) Approving S-9-12 Riverstone East – Subdivision Improvement Agreement and Final Plat;
- B) Ratification of the 11th Street Marina Landlord's Consent to Assignment with the Eleventh Street Dockowners Association, Inc. ;
- C) Approving a Professional Services Agreement with Ruen Yeager & Associates, Inc. for Flood Works Certification;

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 C" 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 5th day of March, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: March 5, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Riverstone East: Subdivision Improvement Agreement & Final Plat Approval

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: John Beutler
Riverstone Hospitality, LLC
1836 Northwest Boulevard,
Suite 100
Coeur d'Alene, ID 83814
- b. Location: Northwest corner of Northwest Boulevard & Lakewood Drive in the Riverstone development.
- c. Previous Action:
 1. Preliminary plat approval, CdA Planning Commission, November 2013.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$23,204.19 which covers the cost of minor infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

Final approval and recordation of the plat document will allow for the transfer of the property, and for the development process to be initiated for the site. The McDonald's corporation has selected Lot 2 as the site for one of their restaurants and will commence construction this spring.

DECISION POINT RECOMMENDATION

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

RIVERSTONE EAST

REPLAT OF LOT 6, BLOCK ONE, PLAT OF RIVERSTONE
IN A PORTION OF W 1/2 SEC. 11, T.50N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INST. No. _____

OWNER'S CERTIFICATE

BE IT KNOWN THAT RIVERSTONE HOSPITALITY LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE, HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCK AS SHOWN HEREON TO BE KNOWN AS RIVERSTONE EAST, BEING A DIVISION OF LOT 6, BLOCK ONE OF THE PLAT OF RIVERSTONE, BOOK 1, PAGE 250, RECORDS OF KOOTENAI COUNTY, IN A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

RESERVING THE EASEMENTS AS SHOWN HEREON AND ANY OTHER SUCH EASEMENT THAT MAY BE OF RECORD OR IN VIEW,

WATER SERVICE TO EACH LOT PLATTED HEREIN WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

JOHN BEUTLER, MANAGING MEMBER

STATE OF IDAHO, COUNTY OF KOOTENAI, SS

ON THIS _____ DAY OF _____, IN THE YEAR _____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN BEUTLER, KNOWN OR IDENTIFIED TO ME (OR PROVIDED TO ME ON THE OATH OF _____), TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____

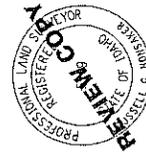
RESIDING AT _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5288, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.

RUSSELL G. HONSAKER, P.L.S. No. 5288



CITY COUNCIL APPROVAL

THIS PLAT ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ON THE _____ DAY OF _____, 20____.

MAYOR CITY OF COEUR D'ALENE ENGINEER CITY OF COEUR D'ALENE

CLERK CITY OF COEUR D'ALENE

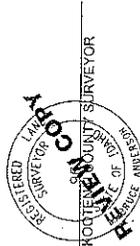
KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THRU _____.

KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.



KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF THIS _____ DAY OF _____, 20____, AT _____ M., AND DULY RECORDED IN PLAT BOOK _____, PAGE _____, INST. # _____, FEE \$ _____.

KOOTENAI COUNTY RECORDER

SCALE:	RIVERSTONE EAST	GRAVEY OR: DWJ	FRANK & SMETANA, PA
DATE: 10/29/12	11-50N-4W	FILE: R256 PLAT	Consulting Engineers
	R296		803 Lakeside Street, Coeur d'Alene, Idaho, USA
			PH: 208-694-1218 FAX: 208-694-1219 rgh@frankandsmetana.com
			SHEET 2 OF 2

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this 22nd day of Feb, 2013, between McDONALD'S USA, LLC, a Delaware limited liability company, whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, with Julia Howe, Managing Counsel as the duly authorized representative, 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 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone East subdivision, a two (2) lot commercial development in Coeur d'Alene, situated in the West ½ of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: sanitary sewer lateral service installation and appurtenances, standard one inch (1") water lateral service and appurtenances, asphalt paving, concrete curb and sidewalk repair, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 15th day of June, 2013. Said improvements are more particularly described on the submitted estimate dated February 1, 2013 attached as Exhibit "A", and, shown on the schematic drawing titled "Water and Sewer Improvements", dated January 31, 2013 for McDonald's Restaurant #011-0145, drawn by "RG" and checked by "CJC" of Core States Group, whose address is 150 Lake Street S., Suite 212, Kirkland, WA 98033, attached as Exhibit "B".

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Twenty Three Thousand Two Hundred Four and 19/100 Dollars (\$23,204.19) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "C" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

McDONALDS USA, LLC

Sandi Bloem, Mayor

Julia Howe *BGD*

Julia Howe
Managing Counsel

ATTEST:

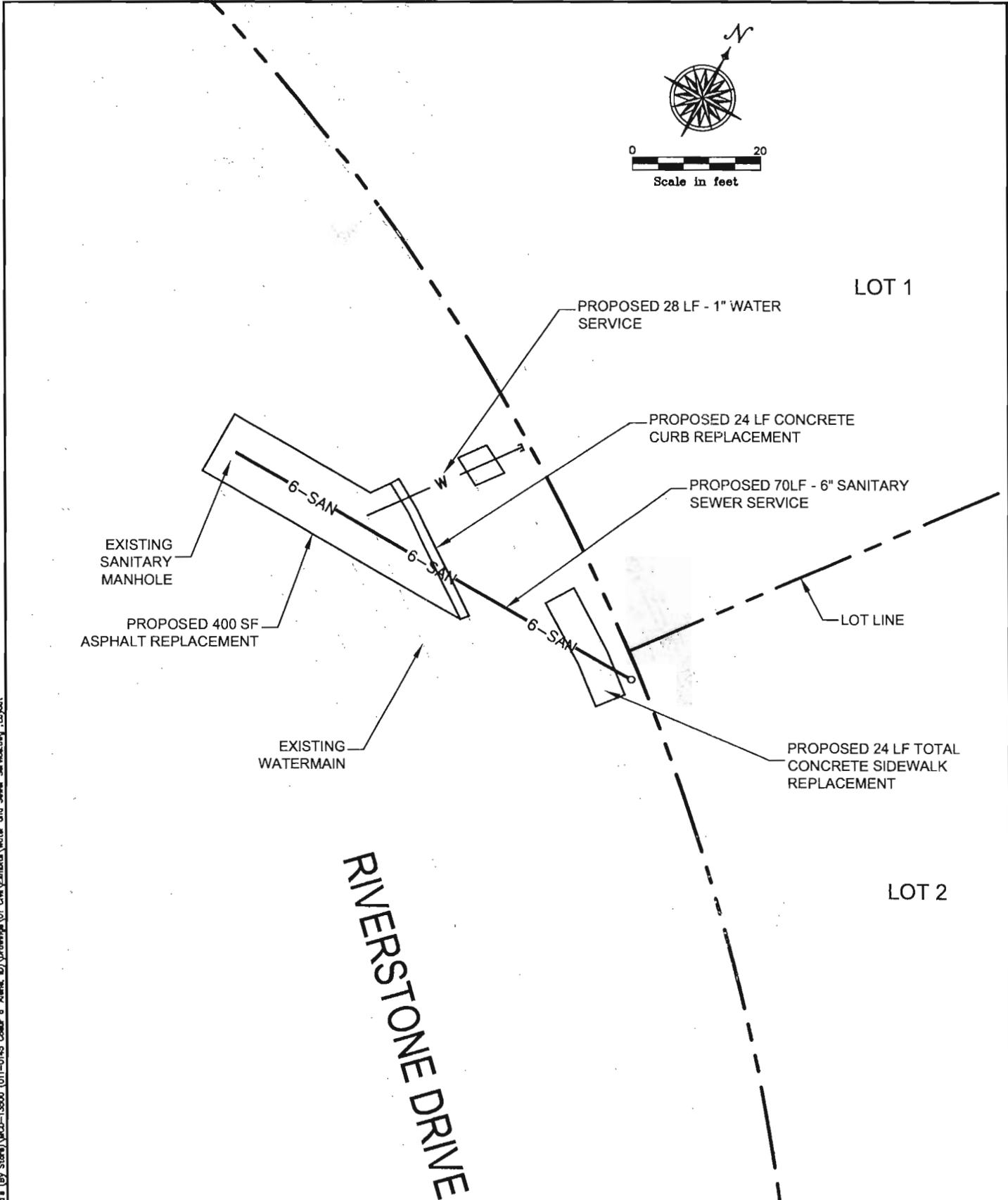
Renata McLeod, City Clerk

LC: 011-0149

OPINION OF PROBABLE CONSTRUCTION COST

McDonald's Store No. 011-0145 - City of Coeur d'Alene						
Line Item						AMOUNT
Site Work						
Site Preparation/Demolition						
	Demo existing paving, curbs, and gutters	SF	540	\$	2.00	\$ 1,080.00
Subtotal						\$ 1,080.00
Earthwork						
	General Excavation	CY	326	\$	5.00	\$ 1,630.00
	Gravel Fill for Trenching	CY	12	\$	50.00	\$ 600.00
Subtotal						\$ 2,230.00
Paving						
	Regular duty asphalt (incl. base)	SY	45	\$	30.00	\$ 1,350.00
	Sidewalks	LF	24	\$	11.00	\$ 264.00
	Concrete Curb	LF	24	\$	20.57	\$ 493.68
Subtotal						\$ 2,107.68
Utilities						
	6" Sanitary Sewer Lateral	LF	70	\$	28.00	\$ 1,960.00
	Cleanout	EA	1	\$	900.00	\$ 900.00
	Drop Connection to Manhole	EA	1	\$	3,000.00	\$ 3,000.00
	1" Water Service	LF	28	\$	15.00	\$ 420.00
Subtotal						\$ 6,280.00
Onsite Construction Total						\$ 11,697.68
Mobilization						\$ 1,169.77
CONSTRUCTION TOTAL (with Mobilization, Onsite Improvements, and building)						\$ 12,867.45
5% Contingency						\$ 643.00
4.5% Contractor Overhead and Profit						\$ 1,959.01
ESTIMATED TOTAL						\$ 15,469.46
150% OF ESTIMATED TOTAL						\$ 23,204.19
Notes:						
1. Assumes that all improvements listed in the above OPC will be constructed in one phase. Phasing costs are not included in this OPC.						
2. The above Opinion of Probable Cost does not include any items supplied by the owner.						
3. Permitting and Engineering fees not included						
4. Core States Group has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs of construction materials are made on the basis of professional experience and available data. Core States Group cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.						

Exhibit "A"



Drawing: K:\SUBDIRS\Wobensell's (By Store)\MCD-13500 (011-0145 Coeur d'Alene, ID)\Drawings\01_CSA\Exhibits\Water and Sewer Service\Layout

CORE STATES

150 LAKE STREET S., SUITE 212
 KIRKLAND, WA 98033
 Phone (425) 406-7646

GROUP

Job #:	MCD-13500
Scale:	1" = 20'
Date:	01/31/13
Drawn By:	RG
Checked By:	CJC

McDONALD'S RESTAURANT #011-0145
 1325 W. RIVERSTONE DR., COEUR D'ALENE, ID KOOTENAI COUNTY
WATER AND SEWER SERVICE IMPROVEMENTS

SHEET NO.	1 OF 1
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Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

PERFORMANCE BOND

Bond Number: 404007008

KNOW ALL MEN BY THESE PRESENTS, that we McDonald's Corporation, as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto City of Coeur d'Alene, as obligee (the "Obligee"), in the penal sum of Twenty Three Thousand Two Hundred Four Dollars and 19/100 Dollars (\$23,204.19), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the _____ day of _____, entered into a contract (the "Contract") with the Obligee for Installation of Water & Sanitary Sewer Improvements & Creating Stubs to Provide Water and Sewer Stubs for Two (2) Parcels Being Established by New Plat Located at NWC Northwest Blvd. & Lakewood Drive

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

- 1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

Exhibit "C"

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Oblige for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Oblige by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Oblige.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 15th day of February, 2013.

WITNESS / ATTEST

Lutz Rottman

McDonald's Corporation

(Principal)

By:

Catherine A. Gaffin

Title: Corp VP, Deputy General Counsel, Asst Secy

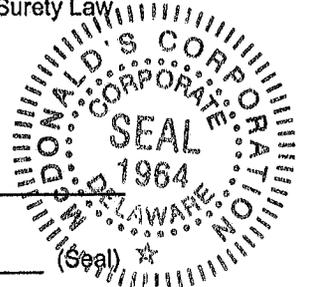
LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:

Harold Miller Jr.

Attorney-in-Fact



State of IL
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Kathleen A. Weaver Notary Public of DuPage County, in the State of IL,
do hereby certify that Harold Miller Jr. Attorney-in-Fact, of the Liberty Mutual Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that He signed, sealed and delivered said instrument, for and on behalf of the
Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in
said County, this 15th day of February, 2013.



Kathleen A. Weaver
Notary Public Kathleen A. Weaver
My Commission expires: January 24, 2016

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Harold Miller Jr. of the city of Itasca, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: McDonald's Corporation

Obligee Name: City of Coeur d'Alene

Surety Bond Number: 404007008

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

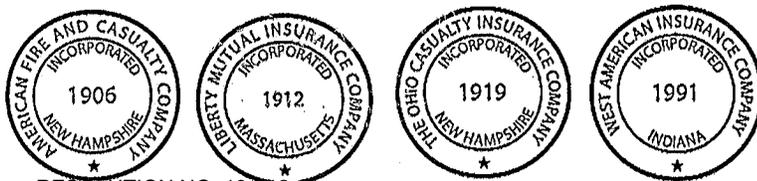
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of February, 2013.



By: David M. Carey

TO: Mayor and City Council
DATE: March 5, 2013
FROM: Wendy Gabriel, City Administrator
SUBJECT: 11th Street Marina/Consent to Assignment

DECISION POINT:

Determine whether to approve an assignment of the 11th Street Dock Owner's Association lease to Washington Trust Bank should the Dock Owner's Association default on its loan with the bank.

BACKGROUND/HISTORY:

For many years, the City, and the Idaho Water Company before it, has had a lease agreement with the Dock Owners Association or their predecessors to facilitate the operation of a marina at 11th Street. The City Council recently approved a lease renewal through 2016.

Most recently, the 11th Street Dock Owners Association sought financing from Washington Trust Bank to make certain improvements to its property. Washington Trust will acquire a security interest in certain collateral (the Lease Agreement) should the Dock Owner's Association default on its loan. Before financing is approved, Washington Trust Bank requires that the City consent to assignment of the Lease to Washington Trust Bank should the Dock Owner's Association default.

EVALUATION:

The City Attorney has reviewed the assignment and has advised that it would be appropriate to execute. If the Dock Owners Association defaults on its loan, Washington Trust Bank steps in its shoes relative to the lease as the lessee. All terms of the lease remain unchanged should this occur.

DECISION POINT/RECOMMENDATION:

Staff recommends that the City Council approve the assignment of lease as requested by the Dock Owners Association.



0575

LANDLORD'S CONSENT TO ASSIGNMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	11-08-2012	06-08-2027	322712-92497	04		293	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Eleventh Street Dockowners Association, Inc.
296 W. Sunset Avenue, Suite 11
Coeur d'Alene, ID 83815

Lender: WASHINGTON TRUST BANK
Coeur d'Alene Commercial Banking
218 Lakeside Avenue
Coeur d'Alene, ID 83814
(800) 788-4578

THIS LANDLORD'S CONSENT TO ASSIGNMENT is entered into among Eleventh Street Dockowners Association, Inc. ("Borrower"), whose address is 296 W. Sunset Avenue, Suite 11, Coeur d'Alene, ID 83815; WASHINGTON TRUST BANK ("Lender"), whose address is Coeur d'Alene Commercial Banking, 218 Lakeside Avenue, Coeur d'Alene, ID 83814; and City of Coeur d'Alene ("Landlord"), whose address is 710 Mullan Ave, Coeur d'Alene, ID 83814. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

Lessee's Interest in the September 19, 2006 Lease Agreement and Lessee's Interest in the December 20, 2011 Lease Agreement

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

AMENDMENT TO DEFINITION OF NOTE. Notwithstanding the meaning shown for the word "Note" under the Definitions subparagraph entitled Note, the word "Note" when used in this Agreement also means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for promissory notes or credit agreements.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Consent to Assignment, as this Landlord's Consent to Assignment may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent to Assignment from time to time.

Borrower. The word "Borrower" means Eleventh Street Dockowners Association, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means City of Coeur d'Alene, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 20th day of December, 2011, by and between ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC, an Idaho non-profit corporation, hereinafter referred to as "ASSOCIATION", and the CITY OF COEUR D'ALENE, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "CITY".

WITNESSETH:

DECLARATIONS

1. LESSEE is a non-profit recreation cooperative corporation organized and existing under and by virtue of the laws of the State of Idaho, having its principal place of business at 1100 East Lakeshore Drive, Coeur d'Alene, Kootenai County, Idaho.
2. LESSEE is engaged in the business of boat moorage and allied undertakings connected with a boat moorage business.
3. LESSEE is the successor in interest to that business, and marina heretofore conducted and operated by Ray Jones, thereafter operated and conducted by R.T. Rankin, subsequently operated by Eugene Compton, subsequently operated by Lafferty Transportation Company, subsequently operated by Coeur d'Alene Marine, Inc., and subsequently operated by Northwest Resorts, Inc.
4. The CITY is the successor in interest of the Idaho Water Company as to those properties and agreements hereinafter referred.
5. In September of 1964, Ray Jones and the Idaho Water Company did contract for the right of the Idaho Water Company to lay, operate, maintain, inspect, repair, replace and reconstruct two water lines across property hereinafter denominated, which at the present time is owned by LESSEE.
6. On the 1st day of September, 1964, the Idaho Water Company did enter into a contract with Ray Jones, granting accesses to Ray Jones across property then owned by the Idaho Water Company for the purpose of granting accesses upon properties owned by the Idaho Water Company to a then described warehouse building, herein in the agreement described as a "repair building."
7. On the 1st day of January, 1960, the Idaho Water Company entered into an agreement with Ray Jones for the purpose of granting the right of egress and ingress and the right to use certain riparian rights of the Idaho Water Company along the shoreline of Lake Coeur d'Alene, as was appurtenant unto that property generally referred to as the East bank of Tubbs Hill.

8. On the 28th day of August, 1969, the Idaho Water Company and Ray Jones did agree that the aforesaid agreements and leases should be extended in effect, in operation, and in right to the 31st day of August, 1979.
9. On the 14th day of May, 1979, the CITY and Coeur d'Alene Marine, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 30th day of August, 1989.
10. On the 30th of August, 1989, the CITY and Northwest Resorts, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 31st day of August, 1991.
11. On the 20th day of August, 1991, the CITY and Northwest Resorts, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 30th day of August, 1996.
12. On the 2nd day of May, 1995, the City and Northwest Investment Properties did agree the aforesaid lease and agreement should be extended in effect, in operation and in right to the 30th day of August, 2001.
13. On the 17th day of August, 1998, Northwest Investment Properties transferred its interest in this agreement and leases to K.K&T Investments, L.L.C., an Idaho limited liability Company.
14. On the 12th day of November, 1998, K.K&T Investments, L.L.C., transferred its rights under the lease to Eleventh Street Dockowners Association, Inc., an Idaho non-profit corporation and in December of 2000, K.K&T Investments, L.L.C. transferred its ownership interest in the real property that is the subject of those prior agreements to JSBC Development Co., Inc.
15. On the 31st day of August, 2001, the City and the Eleventh Street Dockowners Association, Inc. did agree that the lease and agreement should be extended in effect, in operation and in right until the 30th day of August, 2006.
16. On the 19th day of September, 2006, the City and the Eleventh Street Dockowners Association, Inc. did agree that the lease and agreement should be extended in effect, in operation and in right until the 30th day of August, 2011.
17. The parties hereto do desire to enter into an agreement, redefining the rights of the parties in contemplation of extension of those relevant contract rights heretofore denominated, as well as modification thereof, upon the hereinafter described terms and conditions, and to consolidate all of said lease arrangements and agreement relating to these parties into this document for the purpose of consolidation thereof; Now, Therefore,

TERMS OF LEASE

FOR AND IN CONSIDERATION of the sum Six Thousand Five Hundred Seventy-five Dollars and fifty-five cents (\$6,575.55) with an annual increase equivalent to the CPI in July of each year for the Western Region, rent to be paid in advance annually by LESSEE unto the CITY and in consideration of the further mutual grants, agreements, considerations and terms as hereinafter more particularly set forth, the parties do hereby mutually covenant and agree as follows:

1. Term: The term of this agreement shall be for a period of five (5) years commencing on the 31st day of August, 2011 and having a termination at 12:00 midnight on the 30th day of August, 2016.

2. The CITY does grant unto LESSEE, its successors or assigns, the right to maintain movable docks and dock storage and booms fronting or adjacent to the shoreline, describing as follows:

Commencing at a galvanized pipe on the shoreline of Lake Coeur d'Alene, Kootenai County, Idaho, said pipe being 908 feet, more or less, due East of the center of Section 24, Township 50 North, Range 4 West, B.M.; and following the shoreline in a northeasterly direction to a point on the southeast corner of the tract containing 1.58 acres conveyed to the Consumers Company on January 23, 1905, as recorded in Book 9 Deeds at page 623, records of Kootenai County, Idaho;

which use and rights shall be utilized by LESSEE, its successors and assigns, for the purposes of maintaining docks and dock storage and moorage, subject to the following conditions:

- A. Such docks have been largely reconstructed with the consent of the CITY, subsequent to the lease effective August 31, 1989. The docks and floating boom are depicted on the attached Exhibit "A". Such docks and booms shall not be placed in a manner to further restrict the public or CITY's access to the described shoreline.
- B. The CITY does reserve the right at all times to lay, maintain and operate water pipes to the waters of Lake Coeur d'Alene at or near said area, through the entire bay area, and the right to enter into said area for the purpose of maintaining, replacing and repairing the same.

- C. LESSEE, its successors or assigns, at all times shall conduct its operation so as not to damage, injure or interfere with the intake water lines of the CITY from the waters of Lake Coeur d'Alene.
- D. LESSEE agrees to notify the CITY in writing at least thirty (30) days prior to any alteration of the breakwater.
- E. In the maintenance of those catwalks, boat slips, docks or boom slips, LESSEE does covenant and agree that it shall not maintain them in such close proximity to the land and shoreline of the above described property so as to prevent boat access to the area by the CITY for the purpose of maintaining, installing and reinstalling its intake water lines.
- F. In consideration of those grants by the CITY unto LESSEE, its successors and assigns, LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall indemnify and hold harmless the CITY against any and all actions, claims and damages, including costs, attorney fees and expenses of whatsoever kind or character, including third party claims arising from the use of that license and/or licenses granted by the CITY to LESSEE. LESSEE does covenant and agree that they shall cause the CITY to be endorsed upon its existing liability coverage as an additionally named insured, which insurance shall carry limits of not less than One Million Dollars (\$1,000,000 to thereby protect the city from any claim of any person arising out of or by virtue of the maintenance of the moorage operation upon the riparian water of that property hereinbefore described owned by the CITY.
- G. LESSEE will repair any damage to turbidity water lines belonging to the CITY that are in the area of the lease and the Marina associated with this lease.

3. LESSEE shall remove debris from along the Tubbs Hill shoreline within ten (10) days of written notice from the CITY and shall agree to pay for any such removal occurring after the ten (10) day notice period.

4. The number of boat slips including side tie docking space shall be limited to one hundred and thirteen (113).

5. LESSEE shall not park boat trailers nor shall it allow its lessees to do so on streets except when actively loading or unloading boats.

6. LESSEE shall provide to the CITY for its sole and unrestricted use one hundred (100) linear feet of mooring space which shall be side dock tying space rather than full boat slips. The purpose and use of said dockage shall be for fire boats, patrol boats or other publicly

owned or publicly used service boats, as depicted in Exhibit "A", attached hereto and incorporated herein by reference. The City shall have the right to allow such dockage space for use by the County Sheriff, Coast Guard, Coeur d'Alene Fire Department or any other public law enforcement, firefighting or administrative agency. The dockage space shall not be assignable for use by private individuals. Further rights and responsibilities of the parties are as follows:

- A. Association, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall hereby indemnify, defend, and hold the City harmless from all claims, actions, or damages of any kind including but not limited to costs, attorney fees and expenses of whatsoever kind or character, and including third party claims and description, which may accrue to or be suffered by any person or persons, corporation, or property by reason of Association's agreement to allow City dockage space as provided in Section 6 of this agreement. In case any suit or action is brought against the City for damages arising out of, or by reason of any use as allowed under Section 6, Association will, upon notice to it of commencement of such action, defend the City at its sole cost and expense, and will satisfy any judgment after said action shall have been finally determined, if adverse to the City.
 - B. City shall consult with Association's electricians and subcontract with a licensed electrician to tap into the marina's wiring to provide shore power and pay for the use of electrical power.
 - C. City shall not impair the use of the marina by Association members and guests and will repair any damage caused to the marina or the Association's property by the City's use.
 - D. Association agrees to provide sufficient keys for access by authorized fire department personnel and agrees to provide for emergency use of Association's boat ramp.
7. Lessee shall provide to the public the following amenities for the benefit of the public:
- A. Sanitary Pump Station to service boats on Lake Coeur d'Alene as depicted in Exhibit "A", attached hereto and incorporated herein by reference.
 - B. The placement of a floating boom, as depicted in Exhibit "A" attached hereto and incorporated herein by reference, to protect the use of the beach area immediately adjacent to the "old pump house" at the Tubbs Hill east entrance, and the policing and maintenance of the shore line and waters within the interior of the boom and the existing docks.
 - C. The attachment of Exhibit "A" and its incorporation into this lease by

reference is for the sole purpose of depicting the location of the public amenities set out in Paragraphs 6 and 7 and for no other purpose.

8. Upon the commencement of the term of this agreement, LESSEE shall pay in cash to the CITY the sum Six Thousand Five Hundred Seventy-five Dollars and fifty-five cents (\$6,575.55).

9. Prior to the execution of this lease, LESSEE shall file with the CITY, in a form acceptable to the CITY, certificates showing that the insurance requirements herein set forth have been placed in force and effect.

10. Lessee shall maintain a valid State of Idaho encroachment permit for any encroachment within the City's littoral rights which are leased herein.

11. Association shall not assign its obligation or rights under this lease to a third party without written approval from the CITY.

12. This agreement shall be binding upon the parties heretofore the term herein stated and in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.

13. At the term end of this agreement, the City agrees to negotiate in good faith with the Lessee, its successors and assigns, for one (1) additional five (5) year term upon such terms as the parties may mutually agree.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
ELEVENTH STREET DOCKOWNERS
ASSOCIATION INC.

Sandi Bloem, Mayor

By: _____
James Hail, President

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, 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.

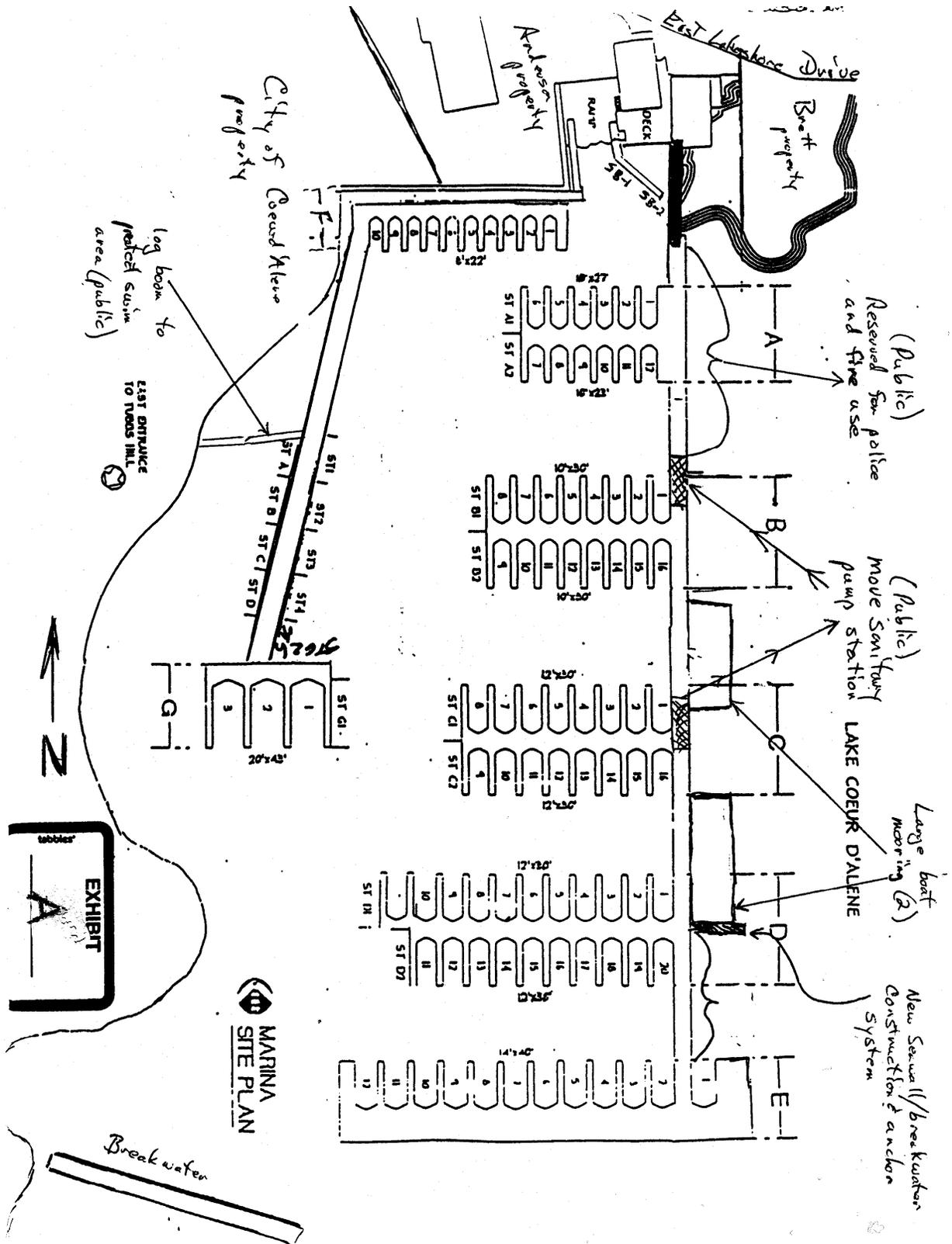
Notary Public for Idaho
Residing at _____
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2011, before me, a Notary Public, personally appeared _____ of the **Eleventh Street Dockowners Association, Inc.**, who subscribed said limited non-profit corporation name to the foregoing instrument, and acknowledged to me that Eleventh Street Dockowners Association, Inc., executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires:



CITY COUNCIL STAFF REPORT

DATE: March 05, 2013
FROM: Gordon Dobler, City Engineer
INITIATED BY: Kim Harrington, Assistant Project Manager
SUBJECT: City of Coeur d'Alene Flood Works Certification Project

DECISION POINT:

Staff is requesting approval for the Professional Services Contract (phase 1) with Ruen-Yeager Inc. for the City of Coeur d Alene Flood Works Certification Project.

HISTORY:

Staff presented the request for qualifications at the December 04, 2012 Council meeting. Council provided approval and direction to move forward with the process of selecting a consultant and negotiating the scope of services.

FINANCIAL ANALYSIS:

The total cost to obtain certification are dependent on the what analysis and evaluation will be required by FEMA. This is an unknown quantity until we complete the first phase of the process, the preliminary assessment. We have budgeted \$250,000 for the current fiscal year, the remaining cost will be determined when this phase is complete, and included in next year's budget. North Idaho College has agreed to fund half of the current total budget, not to exceed \$125,000.00. The cost for first phase is \$86,295.

PERFORMANCE ANALYSIS:

Two statements of qualifications were received in reference to this project (Ruen-Yeager Inc. and Mead & Hunt). A selection committee comprised of four city employees and two North Idaho College staff members, unanimously selected Ruen-Yeager, Inc. as the successful firm. The certification process will consist of three phases as follows; Phase 1 – Preliminary assessment, Phase 2 – Evaluation, Phase 3 – Final Certification. Staff has negotiated the scope and cost for the first phase. This work will take approximately 3-4 months. When the first Phase is complete, the scope and cost for the remaining phases will be negotiated. The certification process is expected to take 2-3 years.

RECOMMENDATION:

Staff recommends a motion to approve the professional services contract with Ruen-Yeager, Inc. for Phase 1 of the City of Coeur d' Alene Flood Works Certification Project.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
RUEN-YEAGER & ASSOCIATES, INC.
for
CITY OF COEUR D ALENE FLOOD WORKS CERTIFICATION PROJECT

THIS Agreement, made and entered into this 5th day of March, 2013, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, herein after referred to as the "City," and **RUEN-YEAGER & ASSOCIATES, INC.**, an Idaho Corporation, with its principal place of business at 3201 N. Huetter Road Suite 102, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Consultant".

W I T N E S S E T H:

Section 1. Definition. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Ruen-Yeager & Associates, Inc.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Sixty (60) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of **Eighty-Six Thousand Two Hundred Ninety-Five dollars and No/100 (\$86,295.00)**.

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

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies,

surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

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

Section 11. Equal Employment Opportunity.

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

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

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the

interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

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

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

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

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur

d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

RUEN-YEAGER & ASSOCIATES, INC.

Sandi Bloem, Mayor Its

By _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5th day of March, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** 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 March, 2013, before me, a Notary Public, personally appeared _____, known to me to be the President, of **Ruen-Yeager & 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 _____
My Commission Expires: _____



**SCOPE OF SERVICES
FOR THE
CITY OF COEUR D'ALENE FLOOD WORKS CERTIFICATION
PRELIMINARY ASSESSMENT PHASE**

After meeting with City Staff it was decided that Ruen-Yeager & Associates (RYA) and their subconsultants would provide this initial scope of services in order to get the evaluation of the Flood Works underway and to provide a means to more precisely determine the scope and budget for the remainder of the evaluation. The scope and fees required for RYA and each subconsultant are outlined below for the Preliminary Assessment Phase. Manhour and fee estimate worksheets are attached to provide additional detail.

Ruen-Yeager & Associates:

1. **Project Management:** This task includes coordination, correspondence, and meetings with the City, North Idaho College, FEMA, Army Corps of Engineers, and other project stakeholders. It includes scoping, scheduling, communication, and tracking of the work of the subconsultant team as well as work within RYA. It also includes administration of the contract between the City and RYA as well as subconsultant agreements.
2. **Surveying:** Surveying will be a coordinated effort between RYA and their aerial mapping subconsultant 3Di. RYA surveyors will set aerial targets, provide supplemental ground topography where needed, survey individual trees on the levee, and review and combine the work of the aerial mapping subconsultant with RYA's ground survey. This task also includes research and mapping of property boundaries, easements, and rights-of-way adjacent to the Flood Works.
3. **Tie-In to High Ground Option Analysis:** RYA and the evaluation team will review the original levee design plans, any documentation of adjustments, and perform a field visit to document how each end of the Flood Works exists today. Using ground topography we will provide preliminary options of how to tie each end of the levee to high ground (preferably at the original design top of levee elevation).
4. **Closure Option Analysis:** RYA will walk the levee with the City and the evaluation team and to review levee closures. We will review documentation of existing closure systems and make a preliminary determination if any adjustments should be made.
5. **Interior Drainage Review:** RYA will obtain and review maps and design data for existing drainage systems within the potential inundation area and offsite contributing systems. A field assessment will be performed to help determine the extent of these systems. We will determine an approach to modeling internal drainage and if additional information needs to be gathered.

RYA's estimated fee to perform the above work is **\$39,363**.

GeoEngineers:

GeoEngineers will provide the following geotechnical and hydraulic engineering services for this initial preliminary assessment phase of this project.

1. Preliminary Geotechnical Evaluation:

- Review readily available existing information, including in-house reports, reports by others provided by the City of Coeur d'Alene and appropriate Federal Emergency Management Agency (FEMA) and U.S. Army Corps of Engineers (USACE) documents.
- Conduct a site reconnaissance to evaluate the current condition of the flood works. We will complete a preliminary visual evaluation of the structural condition of levee components and identify critical areas that will require detailed geotechnical analysis and evaluation. This site visit will coincide with the team site visits noted above in RYA's scope of services.
- Develop with the project team a detailed work plan and associated schedule, scope and budget.

2. Preliminary Hydraulic Evaluation:

- Review readily available existing information, including in-house reports, reports by others provided by the City of Coeur d'Alene and appropriate FEMA and USACE documents. This includes FEMA's Flood Insurance Studies (FIS) and Flood Insurance Rate Maps (FIRMs).
- Order from FEMA the supporting technical information upon which the FIS and FIRMs are based. This includes readily available maps, calculations, reports and electronic copies of hydraulic models associated with the Flood Works. This task involves discussions with FEMA.
- Conduct a site reconnaissance to evaluate the current condition of the flood works. We will complete a preliminary visual evaluation of the condition of levee components to facilitate future hydraulic modeling efforts. GeoEngineers' lead hydraulics engineer and staff-level engineer that will perform the majority of the future modeling efforts will participate in this reconnaissance effort. This site visit will coincide with the team site visits noted above in RYA's scope of services.
- Develop with the project team a detailed work plan and associated schedule, scope and budget.

GeoEngineers' estimated fee to perform the above work (1 and 2) is **\$20,067**.

Anderson-Perry & Associates:

The scope of work to be performed by AP reflects three meetings in Couer'd Alene with the City and agencies in March and April of 2013. Work to be performed by AP will include the following:

1. FEMA & Army Corps of Engineers meeting scheduling, attendance, coordination and communication.
2. City and Work group meeting attendance.
3. Review of reports and data produced by team members. Revision of schedule and certification approach based on meetings with federal agencies and team members.

AP's estimated fee to perform the above work is **\$7,730**.

3Di Mapping:

3Di Mapping will perform aerial photography and mapping in coordination with RYA's surveyors. Their detailed proposal is attached. 3Di's total cost for the work is **\$16,945**.

Grace Tree Service:

Grace Tree Service will perform a tree inventory and make preliminary identification of hazard trees that may need to be removed. A full health and risk assessment will be performed at a later time.

Work Description:

Inventorying the basic information consists of identifying the tree species, measure the diameter of the tree at 4.5 feet above ground level or diameter breast height (DBH), and mark the tree with an aluminum numerical tag. This information will be recorded into an Excel spreadsheet.

Cost of Services:

The cost to complete the above work is **\$2,190**. This is based on 23 hours of field and office work at \$90 per hour and \$120 for tags and supplies.

Total Estimated Fees (Not to Exceed without Prior Authorization): \$86,295

Schedule and Deliverables:

With the exception of surveying and tree assessment tasks, we expect the preliminary assessment phase will take four to six weeks to complete after authorization. At the end of the preliminary assessment phase we will provide the City with a scope and budget to complete the levee evaluation.

City of Couer D'Alene
Flood Protection Works Certification
GeoEngineers, Inc.
Time-and-Expense Detailed Cost Estimate

Description	Associate (Homza)	Project Engineer 2 (Lyle Stone)	Staff Engineer 3 (Erik Arnson)	Staff Engineer 1 (Carnie)	Admnstrtr 3	Total Hours	Total Labor Cost
Geotechnical Engineering							
Review information		4	20		4	28	\$2,960
Site Reconn		16	10			26	\$3,020
Develop Scope		8	2			10	\$1,180
Hydrology and Hydraulics							
Review information	2			8		10	\$1,050
Coordination w/ FEMA	2			6		8	\$870
Site Reconn	8			8		16	\$2,040
Develop Scope	10			12		22	\$2,730
Labor Hours	22	28	32	34	4	120	\$13,850
Labor Rate (Rates from Schedule Cha	\$165	\$120	\$110	\$90	\$70		
Cost	\$3,630	\$3,360	\$3,520	\$3,060	\$280		\$13,850
Total Labor Cost							\$13,850

s

Type	Unit	Unit Cost	Cost Total
APC (6% of labor)			\$831
Admin Allocation (6% of labor)			\$831
Travel (Airfare and Lodging)	3	\$884.00	\$2,652
Mileage (rate on Schedule Charges)	140	\$0.56	\$78
Equipment			\$0
Subcontracted Services (cost +15%)			\$0
Total Reimbursables			\$4,392.40

Total (Labor + Expenses)	\$18,242.40
Contingency (10%)	\$1,824.24
GRAND TOTAL	\$20,066.64

Cost Detail

Company: RYA-CDA

CDA

TYPE OF PROJECT

Address: 3201 North Huetter Road, Suite 102

PN: 7008-356

Coeur d Alene

Contact: Eric Olson

Phone: (208)265-4629

Fax: (208)263-0404

Project Billing Type

Hourly Fee



<i>Professional Services</i>			Task 1		Task 2		Task 3		TOTALS		
			FEMA & USACE Meetings & Coordination		City & Work Group Meetings		Review of All Data				
Staff Category	Possible Staff	Rate (\$/hr)	Units/Hrs	Fee	Units/Hrs	Fee	Units/Hrs	Fee	Units/Hrs	Fee	
Senior Engineer III	J. Holloper;E Zitterkopf	\$135.00	2	\$270.00	2	\$270.00	4	\$540.00	8	\$1,080.00	
Senior Engineer II	J.Wells	\$130.00	12	\$1,560.00	20	\$2,600.00	10	\$1,300.00	42	\$5,460.00	
Project Engineer IV	A. Robinson	\$120.00		\$0.00		\$0.00	4	\$480.00	4	\$480.00	
Senior Technician II		\$90.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
Senior Technican III		\$95.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
Professional Services Subtotal					\$1,830.00		\$2,870.00		\$2,320.00		\$7,020.00
<i>Outside Services</i>			Units	Charge	Units	Charge	Units	Charge	Units	Charge	
Item		Rate									
		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
Outside Services Subtotal					\$0.00		\$0.00		\$0.00		\$0.00
<i>Reimbursables</i>			Units	Charge	Units	Charge	Units	Charge	Units	Charge	
Item		Rate									
Mileage		\$0.565	380	\$214.70	760	\$429.40		\$0.00	1140	\$644.10	
Mileage for 1/2-Ton or Greater		\$0.750		\$0.00		\$0.00		\$0.00	0	\$0.00	
Shipping		\$8.40		\$0.00		\$0.00		\$0.00	0	\$0.00	
Meals		\$21.00	1	\$21.00	2	\$42.00		\$0.00	3	\$63.00	
Postage		\$5.25		\$0.00		\$0.00		\$0.00	0	\$0.00	
Misc. Project Materials		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
Lodging		\$78.75		\$0.00		\$0.00		\$0.00	0	\$0.00	
		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
Copies		\$0.10		\$0.00		\$0.00		\$0.00	0	\$0.00	
Computer rental		\$22.83		\$0.00		\$0.00		\$0.00	0	\$0.00	
		\$0.585		\$0.00		\$0.00		\$0.00	0	\$0.00	
		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	
Reimbursables Subtotal					\$235.70		\$471.40		\$0.00		\$707.10
TOTALS (Rounded up to the nearest)					\$2,070.00		\$3,350.00		\$2,320.00		\$7,730.00

February 21, 2013

Dusty B. Obermayer
Ruen-Yeager & Associates, Inc.
3201 North Huetter Road, Suite 102
Coeur d' Alene, ID 83814

Re: Mapping Services for the CDA Flood Works

Dusty,

Upon notice to proceed, 3Di will provide aerial mapping services of the CDA Flood Works site located in Coeur d' Alene, ID. The site will be mapped at a scale of 1" = 20' with 1/2' contour interval with full feature data collection. Color orthophotography will be generated at a ground pixel resolution of .15' pixel.

Surveying

Prior to the flight we will need ground control points premarked in order for these points to be visible in the photography. These surveyed control points provide the accuracy and scale requirements for the project. For the photogrammetry option it will require a total of 17 control targets throughout the site. Supplemental ground shots beneath dense trees on the site would be helpful and encouraged to increase the accuracy of those areas for this task. Target specifications and point locations will be provided upon notification to proceed, all surveying is being performed by the client.

Aerial Photography

The project area will be flown at a GSD (ground sample distance) of 3cm with a planned mission of 4 flight lines and 36 exposures. Imagery will be acquired with a state of the art digital large format mapping camera with current factory calibration certificate. All photography will be flown in stereo (overlapping) to support photogrammetric mapping and will meet industry standards for photography of this type.

Mapping

The project area will be mapped with full feature collection at a map scale of 1" = 20' with 1/2' contours. All vector based mapping will include topography at the prescribed contour interval with spot elevations and planimetry features standard for this scale of mapping such as roads, buildings, hydrography, fences, utilities, and vegetation etc within the project area. Additional layers collected at this scale include parking/ road paint lines and utilities. 3Di has developed a naming convention layer list which categorizes features for ease of use within AutoCad.

Orthophotography

Each option will produce color orthophotography at .15' pixel resolution using new photography. The ortho imagery will be cleaned and balanced to merge all of the individual tiles into one matching image for the compressed image delivery. The digital orthophoto data for the project

area will be delivered on CD-ROM in TIF format with a TFW reference file along with a compressed version with all the tiles provided in one image.

Deliverables

- Mapping of features, DTM, and ½' contours in AutoCAD format
- Color orthophotography in uncompressed TIF/TFW format
- Color orthophotography in compressed SID/SDW format
- Color orthophoto mosaics of project area in SID/SDW format
- Project map with flight lines, exposure points, control locations, and project boundary, superimposed over the project orthophotography
- Large format glossy image plot of project area
- Large format plot showing features and contours, color on bond paper
- Project metadata (project technical details) in PDF format, standard 3Di layout

Schedule

Once flown and surveyed, the mapping will take 4 to 5 weeks to produce. We recommend planning for a total project duration of 5 to 6 weeks to allow for image acquisition and surveying. Also, recommend flying either mission in mid to late March before "leaf-on".

Project Cost

DTM and full feature mapping with ½' contours	\$15,685
Orthophotography at .15' pixel resolution	\$ 1,260
Total Cost	\$16,945

We appreciate the opportunity to present this proposal for your review and consideration. Please contact Bret Hazell or myself if you have any questions or if you would like us to proceed.

3Di West



Scott Wilson
Project Manager

Mapping Excellence

WWW.3DIMAPPING.COM



Project Map



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Department Name / Employee Name / Date 02/11/13
Request made by: PAM ESPE / Name / Phone 772-2569
10964 SKYLARK LANE, HAYDEN, 83835 / Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from PAM ESPE to MONTY STIMSON

Niche(s): _____
Lot(s): 16, _____, _____, _____, _____, _____. Block: 8 Section: N

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

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

Person making request is Owner / / Executor* / / Other* _____

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

Title transfer fee (\$ 40⁰⁰) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 0648789

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Jerry and/or Pam Espe
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500⁰⁰ per lot.

RDE / Supervisor's Init. 2/14/13 / Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: _____ / Attorney Init. 2/14/13 / Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

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

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

[Office Use Only] Amt Pd # 300.00
 Rec No 649652
 Date 02-22-13
 Date to City Council: 03-05-13
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service New Owners

Check the ONE box that applies:

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

Business Name	<u>The Garnet</u>
Business Mailing Address	<u>PO Box 696</u>
City, State, Zip	<u>CDA, ID 83814</u>
Business Physical Address	<u>315 E WALNUT</u>
City, State, Zip	<u>CDA, ID 83814</u>
Business Contact	Business Telephone : <u>208 667-2729</u> Fax: <u>N/A</u>
License Applicant	<u>JUSTEV, LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Justin McLane</u> <u>Angeline McLane</u> <u>EVERETT FEES</u>

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

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

[Office Use Only] Amt Pd 400 -
 Rec No _____
 Date 02-12-13
 Date to City Council: 03-05-13
 Reg No. _____
 License No. _____
 Rv _____

*Transfer from to go only
Feb. 28th to consume*

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

on premise - Petition completed

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

Transfer from "to go" only to consume beer/wine on premise

Business Name	<i>Pilgrim's Natural Foods Market</i>
Business Mailing Address	<i>1316 N 4th Street</i>
City, State, Zip	<i>Coeur d'Alene ID 83814</i>
Business Physical Address	<i>1316 N. 4th Street</i>
City, State, Zip	<i>Coeur d'Alene, ID 83814</i>
Business Contact	<i>Business Telephone: 208 676 9730 Fax: 775-587-7624</i>
License Applicant	
If Corporation, partnership, LLC etc. List all members/officers	<i>Joseph D. Hamilton</i>

ANNOUNCEMENTS

Memo to Council

DATE: February 26, 2013

RE: Appointments to Boards/Commissions/Committees

The following appointments and re-appointments are presented for your consideration for the March 5th Council Meeting:

STEVE JOHNSON
(Appointment as Alternate)

DESIGN REVIEW COMMISSION

MIKE MCDOWELL
(Reappointment)

PARKS & RECREATION COMMISSION

DAVE PATZER
(Reappointment)

PARKS & RECREATION COMMISSION

JIM LIEN
(Reappointment)

PARKS & RECREATION COMMISSION

STEVE WIDMEYER
(Appointment)

PARKING COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Dave Yadon, Design Review Commission Liaison
Troy Tymesen/Judy House, Parking Commission Liaison
Doug Eastwood, Parks & Recreation Commission Liaison

PUBLIC HEARINGS

PRESENTATION BY
SHAWN KOORN, HDR RATE
ANALYST, & SID FREDRICKSON,
WASTEWATER SUPERINTENDENT