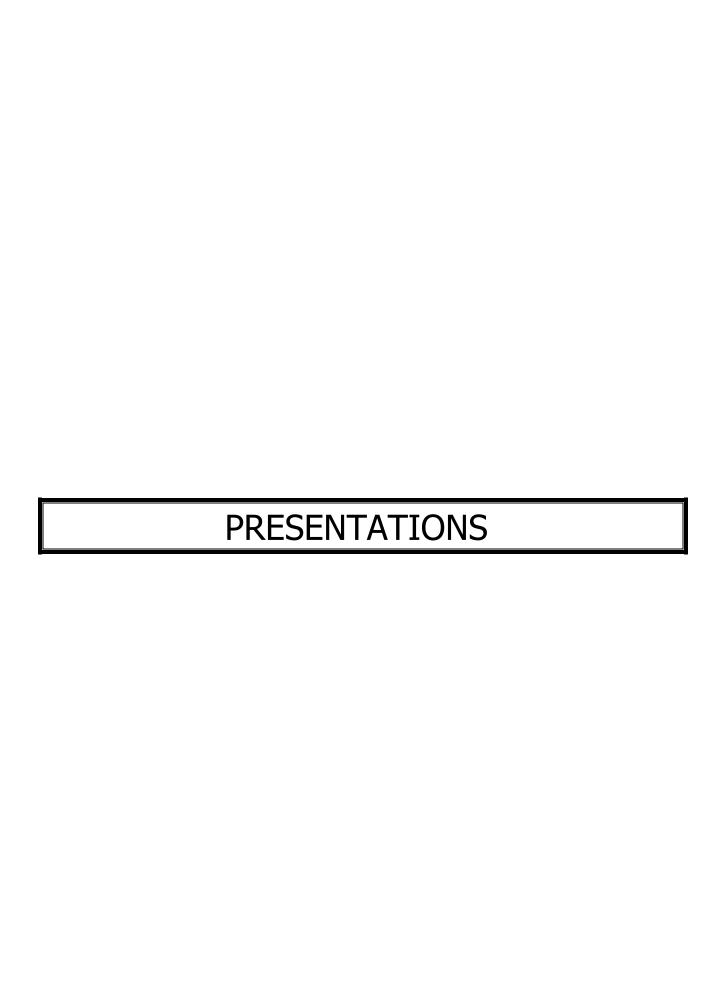


May 17, 2016

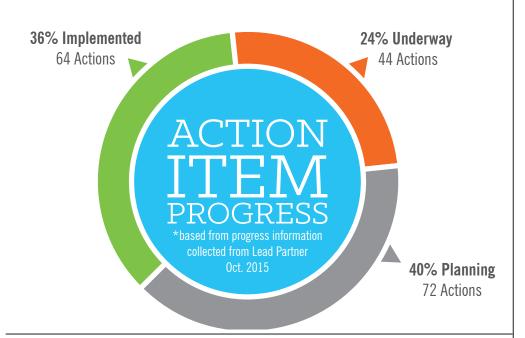
MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor
Council Members Edinger, English, Evans, Gookin, McEvers, Miller





INVESTING IN TOMORROW



NOTABLE ACTIONS



East Sherman Avenue Master Plan

More than 300 citizens attended town hall meetings in June 2015 to receive public input about East Sherman, which included an online survey and several interactive stations. The city and CDA 2030 worked with the Coeur d'Alene Association of REALTORS and stakeholders to organize PARK(ing) IT ON SHERMAN! (Better) Block Party, which took place the third weekend in September in conjunction with global PARK(ing) Day where parking spaces are temporarily turned into public spaces. Stakeholder interviews are currently taking place.



Restore the Carousel

On October 20, 2015, the City of Coeur d'Alene City Council approved a lease for the carousel to be reestablished in the Memorial Field Plaza as a part of the Four Corners master plan. Bud Ford has challenged the community to match or exceed his \$500,000.00 pledge to sponsor the homecoming of the Coeur d'Alene carousel that was originally featured at Playland Pier.



Encourage Innovation & Entrepreneurialism

As quarter finalist in the America's Best Communities grant program, area leaders and visionaries are encouraging a more diverse, technology-based economy through the development for commercial deployment of autonomous piloted vehicles technologies in the air, in water and on land. The team has already received \$50,000 to develop a strategic plan for implementation.

BY THE NUMBERS

3000 VISIONING INPUT PARTICIPANTS



42LEAD

64^{- of -}180

ACTION ITEMS COMPLETED

f 773 FACEBOOK LIKES

21 MEMBER BOARD OF DIRECTORS



PARTICIPANTS
AT ANNUAL CELEBRATION

NOTABLE ACTIONS CONT'D



Mental Health Services

State lawmakers passed the Behavioral Health Community Crisis Centers Act during the 2014 legislative session. The new regional mental health crisis center in Coeur d'Alene will open December 8, 2015 to serve adults who need immediate help with mental health or substance abuse issues.

Summer Kids Programs

KIDS Camp 2015 served about 60 students who did not meet grade level requirements, almost double from the previous launch year during the summer of 2014. Ninety-two percent maintained or grew in their grade level fluency rate over eight weeks in the summer. CDA 2030 is organizing an effort with multiple community partners to expand the program to serve approximately 600 kindergarten through third grade students in the Coeur d'Alene School District who qualify for the program.

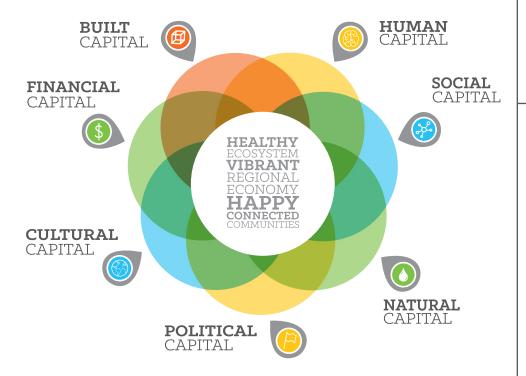


Lake Festival and Education Program

Over 200 participants from the Coeur d'Alene Basin attended the initial Our Gem Symposium on November 18, 2014 to learn about the current health of the lake, the economic impacts on the area, and engage in the collaborative effort to preserve the lake for year to come. The next Our Gem Symposium is scheduled for March 22, 2016.

COMMUNITY CAPITALS

CDA 2030 is creating a vibrant regional economy by engaging all the community capitals: built, financial, cultural, political, natural, social, and human.



COST VS. VALUE

Implementation of Vision 2030 provides a comprehensive strategic plan for the City of Coeur d'Alene. The cost for a third party to complete a municipal plan is \$200,000. CDA Vision 2030, our independent, community-driven organization, provides a great value and additional features for the city. Most importantly, CDA 2030 provides ongoing and dedicated attention to implementation. This plan doesn't sit on the shelf!

EXTRAS

- Two scientific surveys
- Website & Social Media
- Plan updates
- Grant Writing
- Forums, interviews, events
- Facilitated meetings
- Active implementation
- Continued community outreach



FRACTION OF BUDGET FROM NON-CITY SOURCES





ENGAGEMENT & INPUT





FOCUSAREAS







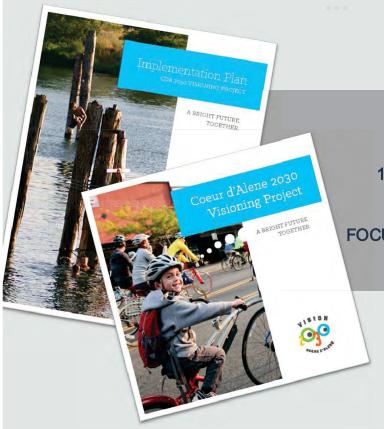








DELIVERABLES



A DYNAMIC ROADMAP

Goals and actions to achieve our community vision.

180 VISIONARY ACTIONS O

Sixty-four actions implemented now, 44 more underway.

FOCUSON COLLABORATION

Forty-two Lead Partners, plus hundreds of support partners.



BY THE NUMBERS

YEARS

180 ACTION ITEMS
42 LEAD PARTNERS

21 NIENS
BOARD OF DIRECTORS

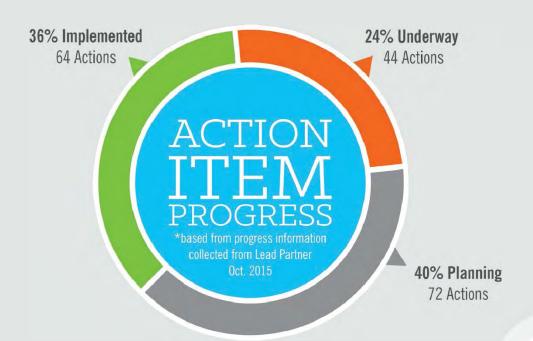








PLAN PROGRESS







CDA 2030, Inc. LEAD PARTNERS













North Idaho Centennial **Trail Joint Powers**









































Kootenai-Shoshone Conservation District













CDA 2030, Inc.

BUDGET FROM NON-CITY SOURCES

Advanced Benefits

America's Best Communities

Avista Corporation

Coeur d'Alene Association of REALTORS®

Coeur d'Alene Tribe

Coleman Engineering

Contractors Northwest, Inc.

Ednetics

Fatbeam

HDR, Inc.

Hecla Mining Company Idaho Community Foundation

Idaho Forest Group

Idaho Panhandle Kiwanis

ignite cda

Inland Northwest Community Foundation

J-U-B ENGINEERS

Kootenai County

Kootenai Health

Lewis-Clark State College - Coeur d'Alene

Margaret Reed Foundation

Mort Construction/Monogram Homes North Idaho Centennial Trail Foundation

North Idaho College

Panhandle Health District

Parker Toyota

Parkwood Business Properties

Pita Pit USA

Rotary Club of Coeur d'Alene

TitleOne Corporation

Time Warner Cable

University of Idaho - Coeur d'Alene

WSR Properties





CDA 2030, Inc.

BENEFITSTO THE CITY AND COMMUNITY

















VALUE VS. CITY EXPENSE

Extras

- Two scientific surveys
- Website & Social Media
- Plan updates
- Grant Writing
- Forums, interviews, events
- Facilitated meetings
- Active Implementation
- Continued Community Outreach

\$448,579

\$145,312

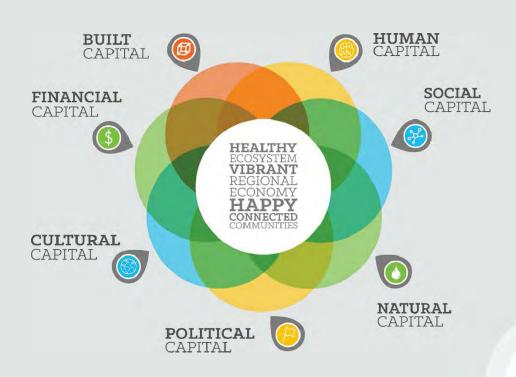


INITIATIVE VALUE

Strategic plan development	\$200,000
• Two scientific surveys	\$16,000
Website development	\$3,391
• Plan updates	\$12,000
• Grant writing	\$13,400
• Forums, interviews, events	\$18,700
Volunteer coordination	\$11,900
• Board of Directors facilitation	\$5,100
Committees facilitation	\$48,088
• Continued community outreach	\$120,000



BENEFITSTO THE CITY









Lock It Or Lose It Campaign

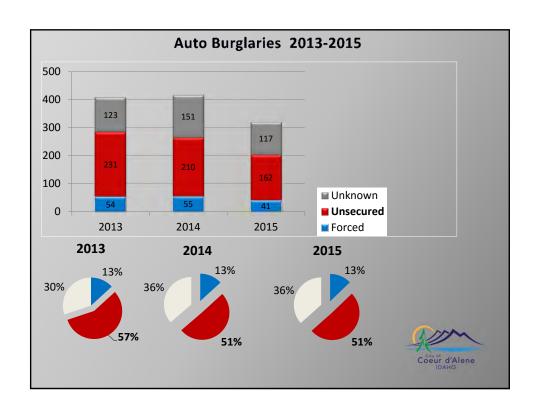
Coeur d'Alene Police Department

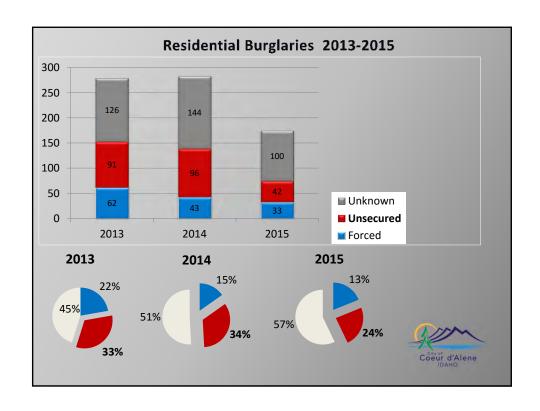


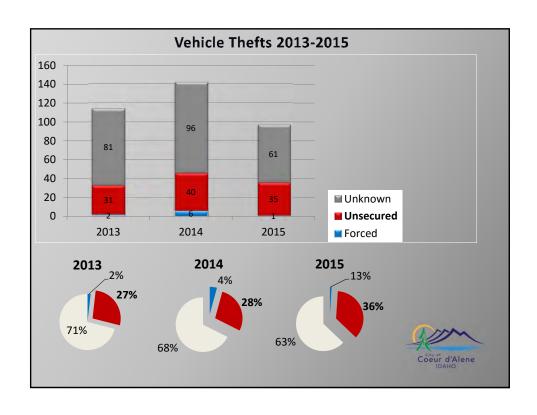
Background

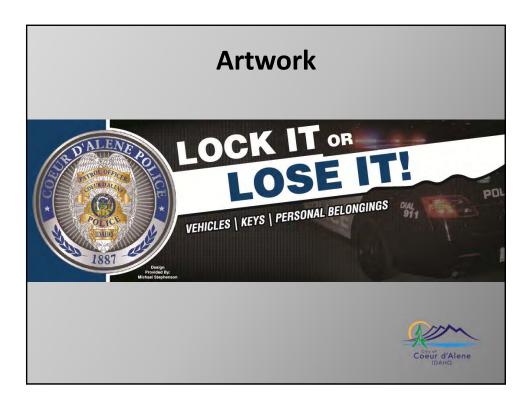
- Many property crimes are circumstances of opportunity
- If we remove the opportunity, we can prevent or reduce the incidence of crime
- Three biggest issues
 - Auto Burglaries
 - Residential Burglaries
 - Vehicle Thefts











Lock It Or Lose It

Reminders in various locations and media to encourage people to alter behavior

- Newspaper
- Slide before a Movie
- Bus Stop signage
- Bookmark at the Library
- Postings in businesses
- Postings at City Parks
- Ongoing process to keep the concept in people's minds

Coeur d'Alene

Crime is going down in Coeur d'Alene

- Part I Crime dropped 22% last year in CDA and we want that to continue
- One of a few Intelligence Lead Policing models we are rolling out
- We are all in this together



PROCLAMATION

WHEREAS, for more than a century, the bicycle has provided an independent form of transportation for many Americans; and

WHEREAS, more than 100 million Americans engage in bicycling today for fun, fitness, sport recreation and transportation; and

WHEREAS, the use of bicycles for transportation and recreation benefits all citizens of Coeur d'Alene; and

WHEREAS, the City of Coeur d'Alene has worked steadily to encourage bicycling as a healthy mode of transportation and recreation; and

WHEREAS, each year the City of Coeur d'Alene and the league of American Bicyclists recognize National Bike Month and promote bicycling events like Bike to Work Week; and

NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of June, 2016 as.

"BIKE MONTH"

In Coeur d'Alene and encourage all citizens to ride their bikes to work during Bike to Work Week, June 6th through June 10th, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of May, 2016.

Steve Widmyer, Mayor

ATTEST;

Renata McLeod, City Clerk

CITY COUNCIL STAFF REPORT

DATE: May 17, 2016

FROM: Hilary Anderson, Community Planning Director

SUBJECT: TAP Grant Application for Signalized Pedestrian Crossings on East Sherman

DECISION POINT:

The City Council is being asked to support a grant application to ITD as part of the Transportation Alternatives Program (TAP), formerly Community Choices for Idaho. The grant would fund three signalized pedestrian crossings on East Sherman. The grant application is due June 1, 2016.

HISTORY:

Sherman Avenue is a heavily used arterial providing access to the downtown, lake, Coeur d'Alene Golf Resort, I-90, and Fernan, as well as numerous services and adjacent neighborhoods. Sherman Avenue is the I-90 business route and also serves as the oversized truck route through town. Sorensen and Fernan Elementary Schools, Lakes Middle School, and the new Boys and Girls Club are all located north of Sherman Avenue. Students who live south of Sherman Avenue have to cross the street to get to and from school and the Boys and Girls Club. The main school crossings are at 9th and 21st Streets. There is an existing striped crosswalk at 21st Street. 9th Street does not have a crosswalk. The third signalized pedestrian crossing would be at 13th Street, which has popular services on both sides of Sherman Avenue such as Peterson's grocery store, Lean Bean, the liquor store, and Vertical Earth on the north side of Sherman, and Roger's on the south side. While the downtown is very pedestrian oriented, the area east of 8th Street is not welcoming to pedestrians. Vehicles rarely stop and only occasionally slow down for pedestrians crossing Sherman Avenue. The speed limit changes from 25 to 35 miles per hour at 16th Street. Additionally, the I-90 on- and off-ramps to Sherman Avenue are located only three blocks east of the 21st Street crosswalk.

An Active Transportation Safety Audit was conducted in 2015 by Chris Danley of Vitruvian Planning as part of the data gathering efforts for the East Sherman master planning and revitalization. He observed safety concerns and deficiencies at the intersections of 9th and 13th Streets related to a lack of stop bars at cross street intersections to define crossing areas, and vehicle speeds. He found that 21st Street crossing was insufficient due to speed, crossing distance and user context due to the high vehicle speeds and proximity to I-90. At 13th street he noted that the presence of a neighborhood grocery store, eatery, and coffee stand warranted safety improvements for pedestrian crossings. He recommended rapid reflective flashing beacons and high visibility crosswalks with potential curb extensions.

Representatives of the Coeur d'Alene School District and City's Ped/Bike Committee have stated support for the signalized pedestrian crossings along East Sherman and have offered to write letters of support for the TAP grant.

FINANCIAL ANALYSIS:

Rapid reflective flashing beacons cost approximately \$15,000 each. The total cost of three signalized crossings would be \$45,000. The City's required contribution would be \$3,303.00, which meets the 7.34% cash match.

PERFORMANCE ANALYSIS:

Rapid reflective beacons would be used to create signalized pedestrian crossings on Sherman Avenue at the intersections of 9th, 13th and 21st Streets. All three of these locations were identified in the Active Transportation Safety Audit as priority locations for signalized pedestrian crossings. If selected, the TAP funds would be distributed in fiscal years 2017, 2018 and 2019. The City would be required to provide a 7.34% cash match, which would equate to \$3,303.00. Signalized pedestrian crossings along East Sherman would support the East Sherman revitalization effort by improving the safety of our students, residents and tourists, providing better and safer access to nearby schools and businesses, and enhancing connectivity between neighborhoods.

DECISION POINT/RECOMMENDATION:

The City Council is being asked to support staff's grant application to ITD for TAP funds to pay for three signalized pedestrian crossings along East Sherman.





DECISION POINT:

The City Council is being asked to support a grant application to ITD as part of the Transportation Alternatives Program (TAP), formerly Community Choices for Idaho.

The grant would fund three signalized pedestrian crossings on East Sherman.

The grant application is due June 1, 2016.

Safety as a component of

East Sherman Revitalization



Active Transportation Safety Audit



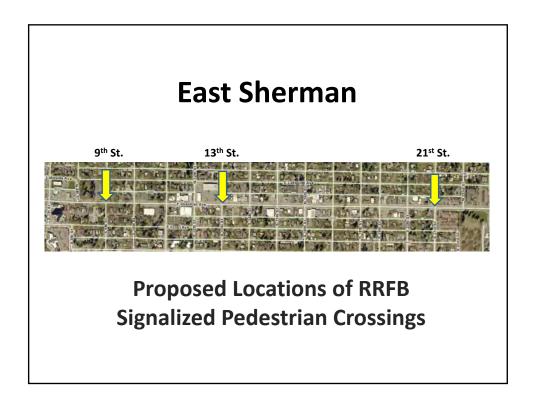


21 stakeholder & city representatives participated in the Sherman Avenue Audit on July 31, 2015

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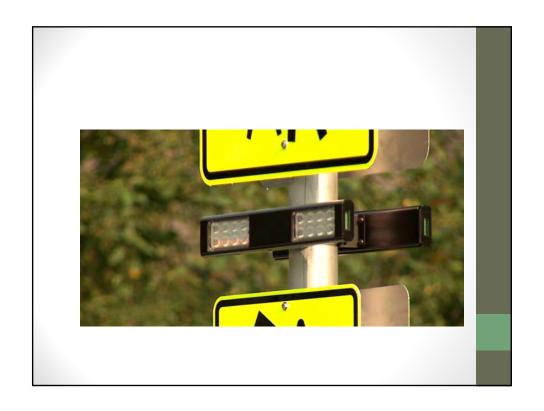






What is a RRFB?





Questions??







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

May 3, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room May 3, 2016 at 5:15 p.m., there being present upon roll call the following members:

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

Steve Widmyer, Mayor

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

INVOCATION: Pastor Dave Hoit with Prairie Avenue Christian Center gave the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

SAFE BOATING WEEK PROCLAMATION FOR THE WEEK OF MAY 21 – 27, 2016:

Kathy Goodwin with the Coast Guard Auxiliary accepted the Proclamation for safe boating week. She noted that in 1941 Congress established a military reserve currently called the Coast Guard Auxiliary. They have 36,000 members in 56 states and territories and make up 35% of the active duty coast guard. They work with the Sherriff's Department to promote safety on the water. She noted that they have 82 loaner life jacket kiosks with infant through extra-large sizes. They believe their efforts would be worthwhile if they save one life. The Mayor thanked her for their efforts.

WATER AND WASTEWATER AWARENESS WEEK PROCLAMATION FOR THE WEEK OF MAY 2-6, 2016: Water Superintendent Terry Pickel accepted the Proclamation. He encouraged residents to protect and preserve the aquifer and utilize water conservation methods throughout the summer.

PUBLIC TRANSPORTATION UPDATE: Director of Grants Management/Public Transportation with Kootenai County Jodi Bieze explained the routes of the Citylink system and time of bus services. The clockwise and counterclockwise route system causes some confusion to riders as they end up not knowing what side of the street to stand on for pick up. They will be looking to better clarify that route. She noted that they have been meeting with stakeholders regularly since 2014. She announced an upcoming public meeting being held on Wednesday, May 25, 2016 from 4:00 -7:00 P.M. in the Coeur d'Alene Library Community Room. During

that meeting, they would like to seek input from the community on where bus stops should be located, which service areas they would like to be within, and they will introduce the concept of the fare system. She reviewed the funding sources, noting that Kootenai County provides the funding for the fixed route system, which includes two routes, two buses, and four drivers. She reviewed the regional cash match for fiscal year 2016. She noted the importance of the contribution of the Coeur d'Alene Tribe, and that without their contribution it would increase each jurisdictions contribution by 70%. She explained that transportation includes operation, maintenance, security, capital and planning and provided the financials associated with each category.

Councilmember McEvers asked for clarification regarding the Kootenai Health contribution. Ms. Bieze explained that Kootenai Health provides in-kind contributions in a value of approximately \$500,000 each year and have been a very good partner. She explained that the Coeur d'Alene Tribe has a sub-recipient agreement with the County, which means that the County now has the oversight, maintenance, of the fixed route, paratransit system, and transit center in Kootenai County. She verified that the use of the Citylink is still free, but they will be introducing a proposal for a fare. The revenue could be deducted from grant funding, but is not restricted. Mayor Widmyer asked if the County has a program for the fare system. Ms. Bieze noted that they will be presenting their findings to KMPO on May 19, 2016 and thereafter will make public presentations of the findings.

Mayor Widmyer asked for clarification on what the 2017-estimated increase in funding would go toward. Ms. Bieze explained that it would go toward the cash contribution for the fix route and paratransit route combined, maintenance of fleet, transit center, and capital investments. Jody clarified this program has not been finalized, but a conceptual scenario of if the Coeur d'Alene Tribe did not contribute. Councilmember Gookin asked for how they would manage a fare system that is not cash based. Ms. Bieze explained that the fare system would be a prepurchased ticket system, which would be a machine located at certain site and local entitled that already handle case, so no cash would be on the bus. Councilmember Gookin noted that he has received a lot of complaints from businesses stating that the bus stops located in front of their businesses are hurting their business, and asked what would the County will do to help those businesses. Ms. Bieze stated that they will be installing cameras on the bus and with the inclusion of a fare, they will be able to provide an efficient, effective, and safe transit system.

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

- 1. Approval of Council Minutes for April 19, 2016 Council Meeting.
- 2. Approval of Bills as Submitted.
- 3. Approval of General Services and Public Works Committee Minutes for the April 25, 2016 Meetings.
- **4.** Setting of General Services and Public Works Committees meetings for May 9, 2016 at 12:00 noon and 4:00 p.m. respectively.

5. Setting of Public Hearing:

a. Intent to exchange real property with land abutting Wilbur Avenue (*post meeting clarification that this is Atlas Avenue*) and set a minimum value for property located at 201 Harrison Avenue Hearing for May 17, 2016

- **b.** V-16-2: Vacation of a Portion of 8th Street Right-of-Way, Adjoining the Westerly Boundary of Lot 5 of the Fraley Addition to the City of Coeur d'Alene Plat, for June 7, 2016
- **6.** Approval of a Cemetery Lot Repurchase from Kyle Helmhout, lots 172, 173; Block C; Section RIV, Forest Cemetery Annex.
- 7. Approval of a Beer License to Renee's Downtown, LLC. DBA Fine Brewed Ramsey; 3853 Ramsey Road, Kathryn Renee Bordelon (new)
- 8. Resolution No. 16-023 A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF RENEWAL OF PANHANDLE PARKS FOUNDATION AGREEMENT FOR "SMOKE ON THE WATER" EVENT; APPROVAL OF PRAIRIE TRAIL RIGHT-OF-WAY EASEMENT AGREEMENT WITH KOOTENAI ELECTRIC; APPROVAL OF AMENDMENT TO RULE XI, SECTION 10 (FAMILY MEDICAL LEAVE), AND RULE XXV (APPOINTED OFFICERS AND DEPARTMENT HEADS) OF THE PERSONNEL RULES; APPROVAL OF VOLUNTARY SEPARATION INCENTIVE PROGRAM (VSIP); APPROVAL OF T-MOBILE WEST LLC SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT: APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH JUB ENGINEERS, INC., FOR PHASE I OF DESIGN AND CONSTRUCTION OF WATER STORAGE FACILITY IN THE NORTHEAST QUADRANT OF THE CITY; APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH ARCHITECTS WEST, INC., FOR PRELIMINARY SITE DESIGN FOR ADMINISTRATION/MAINTENANCE FACILITY; DECLARATION OF SURPLUS EQUIPMENT – WATER DEPARTMENT; AND SS-1-16: APPROVAL OF FINAL PLAT, SUBDIVISION AGREEMENT & SECURITY APPROVAL FOR KERR COMMERCIAL TRACTS.

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

PUBLIC COMMENTS:

Randy Tetzner, Coeur d'Alene, congratulated the City on its assistive technology and noted that he is never harassed about his service animal. He thanked the Police Department for the enforcing speed limits around the school zones. The requested the Council leave the bus system as free, as people whom ride it cannot afford cars. He suggested a revenue source for the buses is to allow advertising on the outside of the buses. Wheelchair access should be included in the bus access. He expressed frustration with the threat of arrest for him sending emails. He noted that his child has disabilities that causes difficulties in learning and felt he should have received more support from the School District. He felt that law enforcement should not be a private police force for the School Board Members.

Lis Montgomery, Coeur d'Alene, noted that she is the Executive Director for the Inland Northwest SIDS Foundation. Their Foundation wanted to thank the Council for their consideration of the amendments to the childcare code before them this evening. She noted that

the number one cause of death in infants 0-12 month is SIDs. Kootenai County doubles the national rate of infant deaths due to SIDs. Safe infant sleep procedures are important and noted that the City of Coeur d'Alene would be the first city in the state to implement that training.

MAYOR AND COUNCIL COMMENTS:

Councilmember English announced the annual Veteran's Stand Down event would be held Saturday May 7, 2016 at the Kootenai County Fairgrounds from 8:00 a.m. to 2:00 p.m. There will be service providers and help available to all Veterans within the five northern counties.

APPOINTMENTS: Motion by Edinger, seconded by McEvers to approve the appointment of George Ives to the Design Review Commission, Amy Lawson to the Pedestrian & Bicycle Advisory Committee, and Michael Pereira to the Design Review Commission. **Motion carried**

APPROVAL OF CONCEPT AND LOCATION OF MCEUEN WATER FEATURE

STAFF REPORT: Parks & Recreation Director Bill Greenwood explained that the original McEuen redesign had a modern type fountain as one of the elements for the park. Due to cost restraints, the City was unable to provide that amenity at the time of construction. The concept for this feature will be a naturalized waterfall. Mr. Greenwood added that this new concept would be in memorial of Sgt. Greg Moore. He noted that John Mueller, a local landscape designer, provided the conceptual drawings. He also noted that it would be a private fundraising effort for this project and would not be funded from the Parks General Fund or the Capital Fund. Mr. Mueller noted he looked at a specific area within the park for this memorial. He noted that there is a natural ridge separating areas within the park. He thought the themes of respect, honor, remember, and the thin blue line were appropriate to incorporate into this memorial. They could integrate in several quotes from classic sources in seating areas. The topography of the area provides an area to flow water down and pump it back up. He reviewed a schematic of the water features and explained the blue LED light features. He clarified that any additional plantings would not affect views and vistas from the park. Mr. Greenwood clarified that this conceptual approval would allow them to move into the fundraising phase, and then the whole project would come back through the Parks and Recreation Commission and the City Council. Mayor Widmyer noted that he received a message from a person who has a good friend who is a Police Chief in another city, who wants to volunteer his services to mobilize a campaign for the law enforcement officers throughout the entire state of Idaho as he felt so passionately about this memorial.

MOTION: Motion by Gookin, seconded by Edinger to approve the preliminary design and to direct the Mayor to proceed with fundraising efforts and to report to Council when fundraising is complete.

DISCUSSION: Councilmember Gookin thanked the Mayor and staff for their efforts into making this happen. He asked for clarification regarding the ability to make the donations tax deductible. Mr. Greenwood noted that they would work with the Parks Foundation for the fundraising. The Mayor noted information as to how people can donate funds would be forthcoming over the next

few weeks. Councilmember Miller asked if the fundraising would address on-going maintenance, etc. Mr. Greenwood confirmed it would include long-term maintenance.

Motion carried.

CONSIDERATION OF THE REGIONAL TRANSPORTATION PLANNING AUTHORITY (RTPA) PROPOSAL

Councilmember Gookin introduced Mr. Miles and noted that a Regional Transportation Planning Authority (RTPA) is an option for each city within the County, and noted one of the "Vision 2030" long-term goals is to make public transportation have its own entity, which would be accomplished with an RTPA. KMPO Executive Director Glen Miles presented information regarding what an RTPA is and how it would work for this region. In the creation of Citylink, a future goal was set to create an authority agency to oversee the system. The authority for a RTPA was established by the State in 1994, and amended in 1996 and 2003, to establish a single governmental agency oriented entirely toward public transportation needs within each County. This authority, for a political subdivision of the state of Idaho, is under the supervision of, and directly responsible to, local governments, and shall provide public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services and support functions. He explained that each jurisdiction would have representation on the governing board of the RTPA. He presented the geographical depiction of the countywide RTPA and explained the authorities of the RPTA. He reviewed the service area of Citylink, ridership data, and funding sources. Those funds would go to the RPTA if created. He noted that an RPTA does not have taxing authority and are under the supervision of and directly responsible to local governments. The code notes that only one regional authority shall exist within the jurisdiction. Mr. Miles explained that Kootenai County Board of Commissioners would be asked to place this item on the ballot November 2016.

Mayor Widmyer noted that it appears the next steps include discussion with KMPO with recommendations to the County Commissioners. If the County Commissioners approve a resolution then within 60 days it will need to be brought to the local jurisdictions for approval. He felt that it would not be appropriate to give support or not at this time. Councilmember Gookin explained that at the last KMPO meeting it was recommended for each member to go back to his or her jurisdiction to see if the jurisdiction would support the idea or not and report at the next KMPO meeting. Therefore, he would appreciate feedback from the Council. Mr. Miles explained that there are two options included in the code; one option could be a RTPA that is less than countywide. Councilmember McEvers asked for clarification of an RTPA board that would including members that do not financially contribute to the bus system and wondered if it was too soon for a bigger system. Mr. Miles explained that making the board as inclusive as possible is better for planning broadly. Councilmember McEvers asked who would be in charge of the budget. Mr. Miles explained that the board for the established RTPA would adopt the budget for the transit property. Councilmember Gookin felt that an RTPA would occur at some point in the future, but was not clear as to when it will happen. Ms. Bieze explained that the County is responsible for the planning piece and felt it would be best to perfect the system before scaling up to an RTPA. There are two bus routes and they go out a loop one hour and come back every hour. She would suggest a transition plan would be the best model to use going forward. She

reiterated that they bus system is small, so perfecting it will depend on a number of things, particularly what governance model you like. Mayor Widmyer noted that anytime you make a change you should do it for the better, would this system make things better is the question and a little nervousness with another layer of government. Councilmember Gookin noted that he thinks this is a better way for the future, but felt the region does not currently have the density of use. Ms. Bieze clarified that bus stop locations are a hot topic, and they are working on accessibility requirements for the stops, and Title VI requirements. Mr. Miles noted that the whole idea of the RTPA is joint governance; the question is whether the public will have a vote to create the RTPA.

Councilmember English noted he would want to think about that making a choice to have a single authority for public transportation. Councilmember McEvers stated that he would delay a decision on this, as it seems too big for the system we have now. Mayor Widmyer suggested that the City remain neutral at this point and see how the Commissioners vote. Councilmember Gookin thanked Mr. Miles and Ms. Bieze for taking time to help explain this important issue.

ORDINANCE NO. 3534 COUNCIL BILL NO. 16-1006

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.68.030, 5.68.090, 5.68.110, 5.68.120 OF CHAPTER 58 ENTITLED CHILDCARE FACILITIES, TO REQUIRE SAFE SLEEP CLASSES FOR APPLICANT; TO REQUIRE TEN (10) HOURS PER YEAR OF APPROVED CONTINUING EDUCATION FOR CHILDCARE OPERATORS AND WORKERS; TO REQUIRE FIRE AND LIABILITY INSURANCE COVERAGE FOR CHILDCARE FACILITIES; TO REQUIRE RENEWAL APPLICATIONS TO BE SUBMITTED TO THE CITY BY DECEMBER 1 ANNUALLY AND TO PROVIDE FOR LATE FEES AND PENALTIES FOR FAILURE TO SUBMIT A TIMELY APPLICATION FOR RENEWAL; TO PROVIDE PENALTIES FOR ALLOWING UNLICENSED EMPLOYEES TO PROVIDE CARE; TO PROHIBIT E-SMOKING MATERIALS AND TOBACCO PRODUCT IN CHILDCARE FACILITIES; TO REQUIRE SAFE TEMPERATURES IN CHILDCARE FACILITIES: TO ESTABLISH REQUIRED SAFE SLEEP GUILDELINES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

Pursuant to Council Action April 19, 2016.

MOTION: Motion by Edinger, seconded by Gookin, to pass the first reading of Council Bill No. 16-1006.

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

MOTION: Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt Council Bill 16-1006 by its having had one reading by title only.

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

URBAN RENEWAL DISTRICTS DE-ANNEXATION

STAFF REPORT: City Administrator Jim Hammond explained that when Urban Renewal Districts, (URDs) are formed; the intent is to improve the value and the properties within the URD resulting in an improved tax base. Then when the URDs close, the affected taxing districts benefit from the higher tax base. The process of de-annexation of certain properties will provide additional revenue well before the closure of the district. He presented the map of the City's two district areas. He noted that the proposal to pull some properties within the URA districts out of the boundary would provide increased income to the City. He is seeking Council approval to work with Ignite CDA and bring specific information back to the Council with options. They will continue to ensure that Ignite CDA will be able to meet the requirements of their debt and future projects.

Mayor Widmyer noted the need to take a strong look at this idea as the funding needed to provide personnel to Fire Station No. 4 will be approximately \$1 Million. Additionally, the Police Department has submitted a preliminary funding request to increase patrol and these funds could help finance these needs. Mr. Hammond explained that the next step is to meet with Ignite CDA and seek their agreement to move forward and noted that initial discussion have been very positive. The Mayor also noted that there would need to be a detailed financial study completed on the life of the districts and the district obligations and future projects. Councilmember Miller asked how the properties with owner participation agreements would be affected. The Mayor noted that properties with owner participation agreements are not a part of the de-annexation. Councilmember English felt that this concept makes sense and it is a choice between taking the tax benefit from some of the properties now we will give immediate benefit of those revenues and if we left the districts whole, they may be able to do one or two more projects. Councilmember Evans asked if the financial study would be completed before the meeting with the Ignite CDA board. Mr. Hammond they will work jointly with Ignite CDA regarding the financials, but the initial presentation will be an effort to initiate the process. Councilmember Edinger asked if this were agreed upon when would this go into and when would the money be collected. Mr. Hammond clarified that the intent is to have this completed by the beginning of the Fiscal Year 2016/2017 and the revenue will continued to be received once they are pulled out of the district.

MOTION: Motion by McEvers, seconded by English to direct staff to continue discussions with Ignite CDA regarding de-annexation of certain properties from the Lake and River Districts as presented. **Motion carried**.

GARBAGE COLLECTION FEES DISCUSSION

STAFF REPORT: Finance Director Troy Tymesen explained that the City has a sanitation fund referred to as an enterprise fund, which is currently \$200,000 in the hole. The rates were raised in 2013, but today have not built that fund back up. There is still no accurate cost for glass recycling. The City continues to do its best to get the account to a breakeven level and will be

before Council prior to July 1 to discuss some commercial increases. He reviewed the current service rates. His proposal will come through the budget process and he recommended keeping the fees as they are until all known expenses come forward. Councilmember Gookin asked for clarification as to why the contractor is allowed to raise their rates, yet the City does not raise their rates to match that increase. Mr. Tymesen noted that there was an original deficit in the fund that carried forward and Council had requested rates be kept at a minimum. Based on the current bid, the Council may not have to raise rates for years. Mr. Tymesen explained that with the rates proposed in the bid contained certain commercial line items that are greater than current fees, which will require a public hearing. Councilmember Miller asked for clarification regarding the balance of increased line items and no reduction in others. Mr. Tymesen explained that there were 29 line items included in the base bid and that determined the low bid. There were 55 overall line items included in the bid. Mr. Tymesen noted that the goal is to get the enterprise fund to a break-even status. Discussion ensued regarding glass recycling options and how it could be paid. Councilmember English summarized that there will be a savings over all, and looking at the big picture most customer would not notice a dollar or two savings but keeping the system stable and whole without increase, it makes sense to not make cuts in rates. Mayor noted that Mr. Tymesen would be providing additional information with the budget for fiscal year 2016/2017.

A-1-16 – ANNEXATION OF 2109 PRAIRIE AVENUE, FROM COUNTY AGRICULTURE TO CITY R-8 (RESIDENTIAL AT 8 UNITS PER ACRE), BY VISTA MEADOWS, LLC. PURSUANT TO COUNCIL ACTION ON MARCH 15, 2016.

RESOLUTION NO. 16-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH VISTA MEADOWS, LLC.

MOTION: Motion by Edinger, seconded by McEvers to approve **Resolution No. 16-024**; approving an Annexation Agreement with Vista Meadow, LLC. for 2109 Prairie Avenue.

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

ORDINANCE NO. 3535 COUNCIL BILL NO. 16-1007

AN ORDINANCE ANNEXING TO, AND DECLARING TO BE A PART OF, THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Edinger, seconded by McEvers, to pass the first reading of **Council Bill No. 16-1007**.

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

MOTION: Motion by Gookin, seconded by Evans, to suspend the rules and to adopt **Council Bill 16-1007** by its having had one reading by title only.

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

A-3-15 ANNEXATION OF 2810 & 2960 W. PRAIRIE AVENUE; FROM COUNTY AGRICULTURAL TO CITY R-8 (RESIDENTIAL AT 8 UNITS PER ACRE) BY DONALD SMOCK, DBA HARMONY HOMES, LLC. PURSUANT TO COUNCIL ACTION ON FEBRUARY 2, 2016.

RESOLUTION NO. 16-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH DONALD R. SMOCK, DBA HARMONY HOMES, LLC FOR GARDEN GROVE.

MOTION: Motion by Edinger, seconded by McEvers to approve Resolution No. 16-025; approving an Annexation Agreement with Donald R. Smock, DBA Harmony Homes, LLC for Garden Grove.

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

ORDINANCE NO. 3536 COUNCIL BILL NO. 16-1008

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by Evans, to pass the first reading of **Council Bill No. 16-1008**.

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

MOTION: Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt **Council Bill 16-1008** by its having had one reading by title only.

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

ORDINANCE NO. 3537 COUNCIL BILL NO. 16-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SECTION 2.98.050 ENTITLED DESIGN REVIEW COMMISSION – QUORUM AND MEETINGS, TO PROVIDE THAT A QUORUM FOR A DESIGN REVIEW COMMISSION MEETING SHALL BE FOUR (4) MEMBERS, WHICH MAY INCLUDE ONE OR MORE OF THE "STANDING ALTERNATES"; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Community Planning Director Hilary Anderson noted that it is difficult to get a quorum for the Design Commission, especially when there is a vacancy. There are many items coming forward that are required to be heard before the Commission, so this code amendment is a simple solution to give the Commission the ability to hold meetings, move items forward, and provide customer service.

DISCUSSION: Councilmember McEvers asked for clarification regarding the role of the Commission. Ms. Anderson clarified that the Commission meets as needed, and their purview is to provide review of any project subject to the design guidelines, such as required in the downtown and infill overlay areas. They review the projects to ensure they are consistent with design guidelines. Councilmember Gookin asked if this is an efficient way to provide design review. Ms. Anderson noted that it might not be as efficient as it could be, and she will be bringing forward additional code changes to make it more efficient, such as lowering the number of required meetings. Additionally, she will research the option of including the duties into the Planning Commission, which would be dependent upon design professionals serving on the Commission. Councilmember Miller noted that she has been in discussions with Mr. Hammond regarding the creation of a consolidated list of Committee, Commissions and Board that would note their purpose, goals, and mission, which would also clarify the Committee, Commission, and Boards have been established pursuant to Municipal Code.

MOTION: Motion by Gookin, seconded by McEvers, to pass the first reading of **Council Bill No. 16-1009**.

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

MOTION: Motion by Gookin, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1009** by its having had one reading by title only.

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

MOTION: Motion by Gookin, seconded by Miller to enter into Executive Session as provided by Idaho Code 74-206 Section (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 8:19 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Council returned to regular session at 8:35 p.m.

ADJOURN: Motion by Gookin, seconded by Miller that there being no other business this meeting be adjourned. **Motion carried.**

ATTEST:	Steve Widmyer, Mayor
Renata McLeod, CMC, City Clerk	

The meeting adjourned at 8:35 p.m.

PUBLIC WORKS COMMITTEE MINUTES May 9, 2016 4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers Councilmember Dan Gookin Councilmember Dan English

STAFF PRESENT

Gordon Dobler, Engineering Svcs Dir. Tim Martin, Water Superintendent Mike Becker, Wastewater Proj. Mgr. Randy Adams, Deputy City Attorney Amy Ferguson, Executive Asst. Bill Greenwood, Parks & Rec Director Jim Hammond, City Administrator Troy Tymesen, Finance Director Kenny Gabriel, Fire Chief Troy Tymesen, Finance Director

Item 1 Miscellaneous Items Related to Fireboat 399 that will be sent to Cascade-Donnelly Fire District with Boat, and Declare Surplus 1991 Chevy Suburban Consent Calendar

Tim Martin, Street Superintendent, presented a request for council to declare various pieces of used equipment associated with fireboat 399 and a 1991 Chevy Suburban as surplus, authorize staff to donate the fireboat equipment to the Cascade-Donnelly fire district, and authorize staff to proceed to auction for the 1991 Chevy Suburban.

Mr. Martin stated in his staff report that the Idaho Department of Lands owns the fire boat and through the Fire Fighting lending program (FFLP) the City of Coeur d'Alene Fire Department received the boat in 2012. The Fire Department attached several pieces of equipment to the boat to make it a viable asset to fill their needs. With the purchase of the new fireboat complete, the City no longer needs fireboat 399 and the Fire Department would like to donate it to the Cascade-Donnelly Fire District.

The 1991 Chevy Suburban is in fair condition and no longer fills any needs inside the City of Coeur d'Alene. It should bring fair value at the auction. Mr. Martin noted that the General Obligation Bond has allowed the City to surplus equipment and vehicles that are costly to maintain and which no longer add value to the City. There is no cost to the taxpayers.

Mr. Martin explained that the equipment attached to the fire boat includes two pumps, both run by gasoline, used for fire suppression, a Garmin product that has sonar, radar and an automatic pilot identification system, a couple of radios, and a battery system that was installed with an onboard charging system. These assets were purchased through grants and also with general fund dollars.

Councilmember Gookin asked about the possibility of the Stormwater Drainage lead worker driving the Suburban. Mr. Martin said that the vehicle gets 4 to 6 miles a gallon and has more value sending it out to auction and buying a different vehicle. He confirmed that there is no mileage log for the vehicle. Mr. Martin also confirmed that the equipment that is attached to the fire boat would just be donated with the boat.

MOTION: Motion by English, seconded by Gookin, to recommend that Council approve Resolution 16-026, declaring the 1991 Chevy Suburban as surplus, and also declare the equipment that was attached to the old fireboat be declared as surplus. Motion carried.

Item 2 Bid Results for the 2016 Open Trench Project Consent Calendar

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of the award of the City of Coeur d'Alene Wastewater Utility's 2016 Open Trench project to the low bidder, T. LaRiviere Equipment, Inc.

Mr. Becker stated in his staff report that in accordance with Idaho Code, the 2016 Open Trench Project solicited local contractor bids in the Coeur d'Alene Press on April 7th and 14th. The project includes replacing approximately 850 linear feet of existing sewer pipe via open trench excavation, and nearly 350 linear feet via pipe bursting. The apparent low and responsive bid was submitted by T. LaRiviere Equipment, Inc., with a total bid price of \$189,668.00. T. LaRiviere successfully completed last year's open trench project within budget and ahead of schedule.

Mr. Becker said they prioritized a few sections in town and the scope of work was broken down into two schedules – Open Trench and Pipe Bursting. He noted that pipe bursting is relatively new and enables them to upsize their pipe using a pneumatic hammer head on the front of a torpedo being pulled through the existing carrier pipe, pulling a new larger diameter pipe behind it. The pipe bursting will have minimal impact to the community as a whole. Mr. Becker discussed the four bids that were submitted, and noted that the lowest bid was approximately \$85,000 less than the engineer's estimate.

Mr. Becker commented that the pipe bursting company they used last time did not complete the job, and while they did the pipe bursting portion of it they weren't able to do some of the excavation and actually walked off the project. This year they prequalified the bidders. Pipe bursting is similar to Cured-in-Place-Pipe (CIPP) in that it is mostly trenchless. They will have to dig an open trench on the receiving and the work end where they pull the equipment through. There should be minimal impact to the ground surface. Mr. Becker said that he has spoken with several contractors in the area and they estimate that the process should take one to two days.

Councilmember Gookin asked what the budget was. Mr. Becker said that it falls under their annual budget of \$700,000 every year, which includes engineering services, CIPP, Open Trench, and manhole rehab. The engineer's estimate of \$275,000 was used for the Open Trench portion.

Councilmember Gookin asked Mr. Becker if he was concerned because the low bid was considerably lower than the others. Mr. Becker said their first project with T. LaRiviere Construction was last year, and they were \$60,000 under the lowest bidder at that time. They finished on time and under budget. He noted that they do a good job and the City Engineer has also had success with them as well.

Councilmember McEvers asked who is the engineer that is estimating. Mr. Becker said that it was JUB Engineers. He noted that when he looks at JUB's estimates he compares them to historical estimates. Because pipe bursting is relatively new, it was an unknown for the City this year. They do have additional spot repairs that they can utilize the surplus on, and it will also help rehabilitate some of the defective pipe in other areas of the city's sewer collection system.

Mr. Becker noted that in years past contractors have utilized mini excavators in the alleys and their collections crew has for many years been asking them to bring in the big excavators. T. LaRiviere plans on bringing in their big excavators, which will minimize the amount of collateral damage to fences and other private property.

MOTION: Motion by English, seconded by Gookin, to recommend council approval of Resolution 16-026 authorizing a contract with T. LaRiviere Equipment, Inc. for the 2016 Open Trench Project. Motion carried.

Item 3 Agreement for Food Concession at Harbor House Consent Calendar

Bill Greenwood, Parks & Recreation Director, presented a request for council approval of a 3 year Concession Agreement at the Rotary House with The Buoy, LLC.

Mr. Greenwood stated in his staff report that the lease includes beer and wine. The Buoy, LLC was the only responsive bidder. In addition to the lease fees, The Buoy will remit to the City 2% of all beer and wine sales over \$40,000. Mr. Greenwood noted that the food vendor provides a service to the public that the City does not provide. It is in a good location that is well known and visible to park visitors.

Mr. Greenwood that that The Buoy was the only bidder for the concession stand. He noted that the bidder has a business that is on the water and he heard good reports from people who utilized the service. The bidder put together a nice proposal. Mr. Greenwood would like to expedite it so that they can get him in and ready to go before Memorial Day.

Councilmember Gookin asked what the old fees for the Harbor House were. Mr. Greenwood said that last year the vendor gave them about \$5,000. Councilmember Gookin asked about the increase of \$4,000 and Mr. Greenwood noted that they were bids received, not charges from the City.

Councilmember Gookin asked if the City was still participating in "Let's Move!" Mr. Greenwood said that they were and the bidder has a veggie burger on his menu.

MOTION: Motion by Gookin, seconded by English, to recommend council approval of Resolution 16-026 authorizing a 3 year Concession agreement at the Rotary Harbor House with The Buoy, LLC. Motion carried.

Item 4 Amendment #1 to JUB Contract for Design and Construction Support Services for Design of the Medina-Ironwood and Emma-US 95 Intersections.

Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for Council approval of Amendment #1 to the Professional Services Contract with JUB for design and construction administration of the Medina Street-Ironwood Drive intersection and the Emma-US95 intersection.

Mr. Dobler stated in his staff report that the extension of Medina Street to Ironwood Drive, the signalization of that intersection, and the signalization of the Emma-US95 intersection are part of the master plan improvements to the area around Kootenai Hospital and the Interlake facilities. JUB is recommending that these intersections be constructed in conjunction with the Ironwood/95 modifications in order to maintain adequate access to the hospital and the Interlake facilities. Funds for the Medina

portion of the amendment will come from a reallocation of impact fees already budgeted in the current CIP plan. Funds for the Emma portion of the amendment will be reimbursed by the State. Staff will be bringing forward an amendment to the cooperative agreement which will reflect the reimbursement. Mr. Dobler noted that the modifications to the Ironwood-95 intersection will preclude left turns in and out of the Kootenai Health and Interlake facilities until the Medina and Emma intersections are constructed. Therefore, constructing the new intersections is a high priority.

In regarding to the Ironwood-95 intersection, Mr. Dobler said that there is a consortium including the City, Kootenai Health, and Parkway Properties that is funding the design, and the state is funding construction of the intersection which includes widening on both sides, additional rights and left turns, and increasing the capacity of the intersection. The design has been in process for about 6-7 months and it is due to be constructed in 2017. In regard to the Medina and Emma intersection, they need to get the design moving forward with the intent of building it in 2017. On Wednesday, they found out that the state had also acquired another \$600,000 to construct the signal at Emma and 95 with the contingency that it would have to follow the same track as the Ironwood intersection.

Councilmember Gookin commented that ITD was only supposed to put a signal every half mile on 95. Mr. Dobler said that it is part of the master plan and JUB vetted it and did the project traffic study in and out of those facilities and ITD approved it. He commented that from the City's standpoint an intersection on Emma would be nice because Emma is identified as a collector. In the past several years, all of the property on the north size of Emma has been rezoned.

Mr. Dobler explained that he would like to amend the existing contract and has identified where the funds are coming from, which would not entail an amendment to the budget because he has two other projects that had to be delayed so they can shift the budget to the Medina & Emma intersections. The state is fully funding the Emma design and construction and Mr. Dobler will come back with an amendment to the cooperative agreement with the state where they will reimburse for design fees on Emma. The city would be responsible for the Medina design fees.

Councilmember Gookin asked if there were going to be bike lanes. Mr. Dobler said that they will keep the existing bike lanes, but they will have to be tapered off as they get to the intersection. When they taper they would merge with the through lanes. The intersection will be ADA compliant.

Councilmember English asked about the loss of parking. Mr. Dobler said that there is potential to lose some parking, but the entities are aware of it and are supportive and participating in the costs.

Mr. Dobler confirmed that the Emma signals will ultimately end up with the City for maintenance. He also confirmed that there are no bike lanes on 95. He noted that when they did their modeling for Emma, there is not much traffic that crosses over 95 – most of the traffic is lefts in, and lefts out.

MOTION: Motion by English, seconded by Gookin, to recommend council approval of Resolution No. 16-026 authorizing Amendment #1 to the JUB Contract for Design and Construction Support Services for design of the Medina-Ironwood and Emma-US 95 intersections. Motion carried.

The meeting adjourned at 4:37 p.m.

Respectfully submitted,

Amy C. Ferguson Public Works Committee Liaison

CENEVERY EUT TRANSFERY GREET, NET BROWNEE TROUBE THE HEAT THE CELL
Request received by: Municipal Services Lathy hewis 05-06-16 Department Name / Employee Name / Date
Department Name / Employee Name / Date
Request made by: Joyce Barr 208-818-2118
· · · · · · · · · · · · · · · · · · ·
927 Davidson Avenue, Coeur d'Alene, ID 83814
Address
The state of the s
The request is for: // Repurchase of Lot(s) Transfer of Lot(s) from Joyce + William Barr to Esther Webb
Niche(s): 129, 230,,,, Block: C Section: RIV
Lot(s) are located in / / Forest Cemetery /X/ 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 (\$ 4600) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.:
ACCOUNTING DEPARTMENT Shall complete the following:
Attach copy of original contract.
Vonance Clarine
Accountant Signature
<u> </u>
CEMETERY SUPERVISOR shall complete the following:
1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
3. The purchase price of the Lot(s) when sold to the owner of record was \$ per lot.
5/10/110
Supervisor's Init. Date
LEGAL/RECORDS shall complete the following:
1. Quit Claim Deed(s) received: / / Yes / / No.
Person making request is authorized to execute the claim: Attorney Init. Date
I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and
recommend that that transaction be completed.
City Clerk's Signature Date
COUNCIL ACTION
Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on:
Mo./ Day /Yr.
CEMETERY SUPERVISOR shall complete the following:
Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /
Complete Company in Cinnet
Cemetery Supervisor's Signature Date
Distribution: Original to City Clerk
Yellow copy Finance Dept.
1. I minimum — Thank

Pink copy to Cemetery Dept.

RESOLUTION NO. 16-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF S-5-14 – THE TRAILS 1ST ADDITION – APPROVAL OF FINAL PLAT, ACCEPTANCE OF INSTALLED INFRASTRUCTURE, MAINTENANCE / WARRANTY AGREEMENT, AND SECURITY; APPROVAL OF S-35-16 - LINK LANE TOWNHOMES – APPROVAL OF FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVAL OF AN AGREEMENT WITH THE BUOY, LLC, FOR FOOD CONCESSION AT THE MCEUEN PARK ROTARY HARBOR HOUSE; APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR DESIGN AND CONSTRUCTION OF THE INTERSECTIONS OF N. MEDINA STREET - IRONWOOD DRIVE AND EMMA AVENUE - US 95; DECLARATION OF SURPLUS EQUIPMENT RELATED TO FIREBOAT 399 AND A 1991 CHEVY SUBURBAN; AND APPROVAL OF BID AWARD AND CONTRACT WITH T. LARIVIERE EQUIPMENT, INC. FOR THE 2016 OPEN TRENCH PROJECT.

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

- A) Approval of S-5-14 The Trails 1st Addition Approval of final plat, acceptance of installed infrastructure, Maintenance / Warranty Agreement, and security;
- B) Approval of S-35-16 Link Lane Townhomes Approval of final plat, Subdivision Agreement, and security;
- C) Approval of an Agreement with The Buoy, LLC for Food Concession at the McEuen Park Rotary Harbor House;
- D) Approval of Amendment No. 1 to the Professional Services Agreement with J-U-B Engineers, Inc. for design and construction of the intersections of N. Medina Street Ironwood Drive and Emma Avenue US 95;
- E) Declaration of Surplus equipment related to Fireboat 399 and a 1991 Chevy Suburban;
- F) Approval of Bid award and Contract with T. LaRiviere Equipment, Inc. for the 2016 Open Trench Project;

AND;

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

NOW, THEREFORE,

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

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

DATED this 17 th day of May, 20	16.
	Steve Widmyer, Mayor
ATTEST	
Renata McLeod, City Clerk	
Motion by, S resolution.	econded by, to adopt the foregoing
ROLL CALL:	
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER MCEVER	S Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EDINGER	Voted
was abse	nt Motion

CITY COUNCIL STAFF REPORT

DATE:

May 17, 2016

FROM:

Christopher H. Bates, Engineering Project Manager

SUBJECT:

The Trails 1st Addition: Final Plat Approval, Acceptance of Improvements,

Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirty-eight (38) lot residential development.

2. Acceptance of the installed public infrastructure improvements for The Trails 1st Addition.

3. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

a. Applicant:

Mellissa Wells

Coeur Development, LLC

717 West Sprague

Suite 800

Spokane, WA 99201

b. Location:

West of Carrington Lane and south of Jonshawk Drive, adjoining the Hawks Nest and Landings subdivisions.

- c. Previous Action:
 - 1. Final plats of The Trails (initial phase) December 2015

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on May 17, 2017. The amount of the security provided is \$48,842.00.

PERFORMANCE ANALYSIS

The developer has installed all of the required public infrastructure, and, the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on May 17, 2017.

DECISION POINT RECOMMENDATION

- 1. Approve the final plat document.
- 2. Accept the installed public infrastructure improvements.
- 3. Approve the Maintenance/Warranty agreement and accompanying security.



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BOOK PAGE INST.#

THE TRAILS 1ST ADDITION
A REPLAT OF LOT 3. BLOCK 6 OF THE TRAILS
LYING WITHIN THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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ALL LING WITHIN A PORTION OF THE SOUTH HALF OF SECTION 28, TOWIGHP SI NORTH, RANGE 4 WEST, BOISE MISTIONA, CITY OF COBLIS D'ALENE, KOOTENAL COLARTY, IDAHO. LOT 3, BLOCK 6, THE TRAILS, RECORDED IN BOOK LOF PLATS AT PAGES \$464F, INSTRUMENT MANDER 2572717000, RECORDS OF KOOTEMA COUNTY, IDAHO.

SAID PARCELS CONTAINING 72.575 ACRES OR (3,161,389 SQUARE FEET) MORE OR LESS.

THE OWNERS HEREBY DEDICATE TO THE PUSICE IN THE WANG OF THE CITY OF COEMPONIENE ALL RIGHT OF WAYS OF, RENDEZYOUS ORNE, HOLMBALLSS DRIVE, LONDAWAY. AND DOWNING LAND COMMENCIANE, AS DEPICTED ON THE FACE OF THE PAIT.

THE OWNERS HEREBY GRANT TO THE OTY OF COGEIR D'ALENE ALL UTILITY EASEMENTS AND SANTIARY SEMER EASEMENT AS DEPICTED ON THE FACE OF THE PLAT. THE OWNERS SHALL DEED TO THE TRAILS HOME CAMBERS ASSOCIATION, TRACTS IC AND TV AS DEPICTED ON THE FACE OF THE PLAT,

SANITARY SEMER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

DOMESTIC WATER TO BE PROVIDED BY THE CITY OF COELER D'ALENE.

THALS HOME OWNERS ASSOCIATION INC. SHALL BE RESPONSBLE FOR LANDSCHPMS, BRIGHTION AND MAINTENANCE OF TRACTS IT AND IT AS MELLAS THE COMMON "AUBLIC RICHT-OF-WAY, ADMICENT TO SAID TRACTS."

SUBJECT TO THE COLR'S AS RECORDED UNDER INSTRUMENT MUMBER. 25X35x000

NOTARY PUBLIC

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DAYO LIMTED LIABUTY COMPANIES, THEIT EXECUTED THE INSTRUMENT OR THE PRISON WIND EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LABULTY COMPANIES. AND ACKNOWLEDGED TO METHAT SUCH LIMITED LIMBILITY COMPANIES EXECUTED THE SAME.

NOTARY PUBLIC:

CONDUSTION EXPRES

CITY COUNCIL APPROVAL

THIS PLAT IS HERREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COELR D'ALENE, DAHO, THIS _________ DAY OF

CITY OF CORLIN D'ALENE, ENGANEER

TREASURER'S CERTIFICATE

20 THAT THE REQUIRED TAXES ON THE MERSIN PLATTED LAND HAVE BEEN PAID THROUGH 40 I HEREBY CERTIFY THIS

KOOTEMALCOUNTY TREASURER

RECORDER'S CERTIFICATE INSERT GETTET THAT THE PLAT WAS THES TOR A RECORDED OF VIOLD WITH COUNTY, COUNTY COUNTY, COUNTY COUNTY, COUNTY COUNTY, COUNTY COUNTY, COUNTY COUNTY, COUNTY COUNTY, COUNTY, COUNTY COUNTY, COU

AND UNDER INSTRUMENT NO. M. AND DULY RECORDED IN BOOK ______ OF PLATS AT PAGE(S)_

IN BRANKON, KOOTENA COUNTY PECORDER

VICINITY MAP



HEALTH DISTRICT APPROVAL

EALTH DISTRICT SIGNATURE

COUNTY SURVEYOR'S CERTIFICATE

HEREBY CERTIFY THAT HAVE EXAMMED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS

RODNEY E. JONES PLS 12463 MOOTENAL COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

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AT THE REQUEST

PLAT OF THE TRAILS IST ADDITION SECTION 29, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MENDIAN KOOTENAI COUNTY, IDAHO DATE SURVEYED: OCT. 2015 DEAVITED BY: BAG R.OT DATE: QUZZZB16
FILE NAME: 14-012 PLAT 1ST ADD. CHECKED BY: CAL.
PROJECT No.: 14-012

johnsvosurveyingsv.com Surveying

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK The Trails 1st Addition Subdivision

THIS AGREEMENT made this \(\frac{1}{2} \) day of May, 2016 between Coeur Development, LLC, whose address is 717 West Sprague, Suite 800, Spokane, WA 99201, with Melissa Wells, Manager, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has previously approved the final subdivision plat of The Trails 1st Addition, a thirtyeight (38) lot, residential development in Coeur d'Alene, situated in the South ½ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements constructed in the Trails 1st Addition, as shown on the construction plans entitled "Improvement Plans for: The Trails Phase 1 & 2", signed and stamped by Gabe R. Gallinger, PE, #12184, dated August 10, 2015, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk, asphalt paving of both roadway and multi-use trail, signing, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Forty Eight Thousand Eight Hundred Forty Two and 00/100 Dollars (\$48,842.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 17th day of May, 2017. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. 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 seal the day and year first above written.

CITY OF COEUR D'ALENE	COEUR DEVELOPMENT. LLC
	A Julia Wells
Steve Widmyer, Mayor	Melissa Wells, Manager
ATTEST	
Maintenance/Warranty Agr. re: Res.# 16	

Resolution No. 16-026 Exhibit "A"



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 24875

DATE: May 10, 2016 AMOUNT: \$48,842.79

City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, ID 83816 Attn: Chris Bates

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 24875 in your favor for the account of COEUR DEVELOPMENT, LLC, 1859 N. LAKEWOOD DR., SUITE 301, COEUR D'ALENE, ID 83814, up to the aggregate amount of FORTY EIGHT THOUSAND EIGHT HUNDRED FORTY TWO DOLLARS and 79/100-----Dollars (\$48,842.79) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before May 10, 2017 covering The Trails Project and accompanied by the following:

- Beneficiary's signed statement certifying that: "COEUR DEVELOPMENT, LLC has failed to comply with the terms and conditions of the Agreement to perform subdivision work between COEUR DEVELOPMENT, LLC and the City of Coeur d'Alene, for the Trails Project and that the amount drawn represents monies due the City of Coeur d'Alene."
- 2. Original of this Letter of Credit.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 24875".

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

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, International Department, 176 South Post Street., Spokane, Washington 99201, on or before May 10, 2017.

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

Sincerely,

Steve Utt Vice President

Commercial Services Group

5/4/20166:22 AM 1of 2

MAINTENANCE/WARRANTY BOND ESTIMATE

5/2/2016

The Trails 1st Addition Monday, May 02, 2016

Bid tem No.	Project Code	S. Janes and A.	Estimated Qty	Unit of Measure		Cost per Unit		Price
NO.	Code	Description of Work	qty	Unit of Measure	1	per unit	_	Price
1		PHASE 2 PUBLIC IMPROVEMENTS			1		\$	488,427.90
		Excavation to Embankment	3.684	CY	\$	2.85	\$	10,499.40
		Subgrade Prep	18,400	SY	\$	1.10	\$	20,240.00
		Roadway Swales	480	LF	Š	9,90	\$	4,752.00
		8" PVC Sanitary Sewer	1,090	LF	5	28.00	\$	30,520.00
		48" Manholes	9	EA	5	2,000.00	\$	18,000.00
		Sewer Services	38	EA	\$	700.00	\$	26,600.00
		8" Cleanout	3	EA	\$	325.00	\$	975.0
		Concrete Inlets	8	EA	\$	98.50	\$	788.00
		Catch Basins	4	EA	\$	726.00	\$	2,904.00
		Drywell Type B	7	EA	\$	2,640.00	\$	18,480.00
		Drywell Type A	- 1	EA	\$	2,610.00	\$	2,610.0
		12" PVC Storm Pipe	360	LF	\$	21.50	\$	7,740.00
		V-Ditch	400	LF	\$	1.20	\$	480.00
		Ponds Including Retaining Walls and Seeding	5	EA	5	2,580.00	\$	12,900.00
		8" PVC Water Main	2,056	LF	\$	19.00	\$	39,064.00
		8" Fittings	4	EA	\$	1,385.00	\$	5,540.0
		8" Valve w/ Box	8	EA	\$	1,325.00	\$	10,600.0
		Water Services	38	EA	\$	1,460.00	\$	55,480.0
		Fire Hydrant Assemblies	3	EA	\$	4,765.00	\$	14,295.0
		Temporary Blowoff	3	EA	\$	899.00		2,697.0
		6" Base W /3" ACP	982	SY	\$	15.50	\$	15,221.00

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

Resolution No. 16-026 Exhibit "A"

2 of 2

Bid Item Project No. Code		Description of Work	Estimated Qty	Unit of Measure		Cost per Unit	Price
		6" Base W/ 2" ACP	6,064	SY	\$	12.00	\$ 72,768.00
		Rolled Curb and Gutter	3,404	LF	\$	12.00	\$ 40,848.00
		Curb and Gutter	480	LF.	\$	12.00	\$ 5,760.00
		5' Concrete Sidewalk	3,524	LF	\$	15.50	\$ 54,622.00
		Pedestrian Ramps	4	EA	\$	1,260.00	\$ 5,040.00
		Asphalt Pedestrian Paths - 2" over 6"	667	SY	\$	13.50	\$ 9,004.50
		SUB-TOTAL			L		\$ 488,427.90
		Maintenance/Warranty Bond Multiplier	0.1 x	\$ 488,427.90		=	\$ 48,842.79

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

CITY COUNCIL STAFF REPORT

DATE:

May 17, 2016

FROM:

Christopher H. Bates, Engineering Project Manager

SUBJECT:

Link Lane Townhomes Subdivision: Final Plat, Subdivision Improvement Agreement &

Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential development.

2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

a. Applicant:

Eddie Keith

Keith-Wilson, LLC 3849 S. Stach Road Coeur d'Alene, ID 83814

b. Location:

Vacant 1.75 acre parcel situated between Fruitland Lane & Howard Street,

approximately 690' south of Bosanko Avenue.

c. Previous Action:

1. Preliminary plat approval, April 7, 2016.

FINANCIAL ANALYSIS

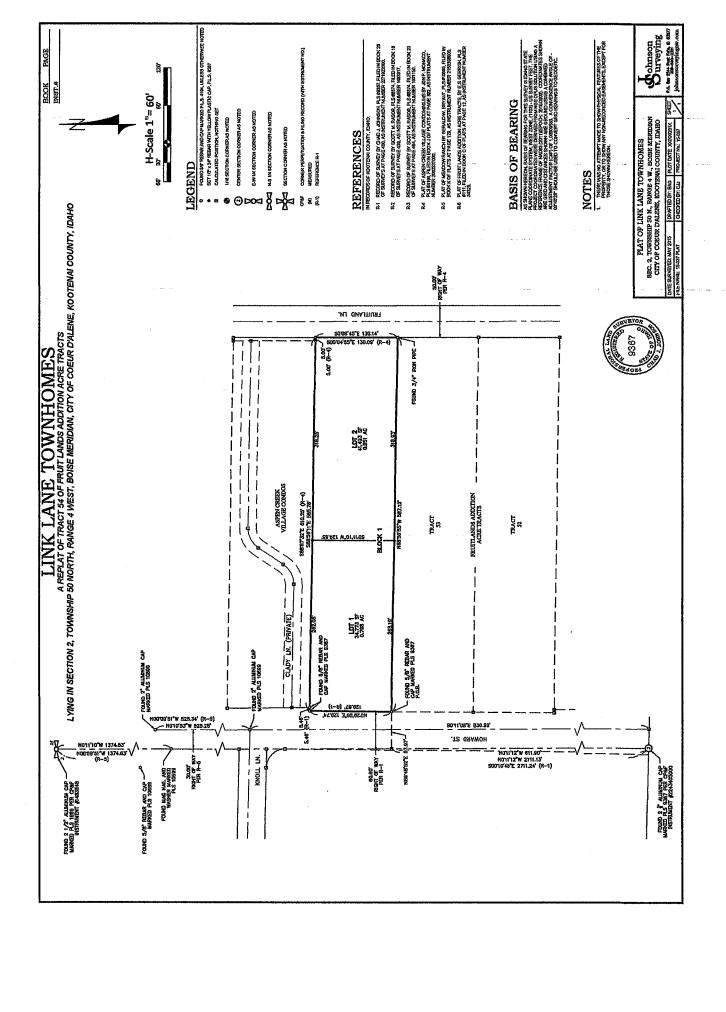
The developer is furnishing security in the amount of \$21,233.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (sewer lateral service, water main connection, drainage swale, concrete curb & gutter, concrete sidewalk & roadway construction) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by August 18, 2016.

DECISION POINT RECOMMENDATION

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



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A REPLAT OF TRACT 54 OF FRUT LANDS ADDITION ACRE TRACTS

LYING IN SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO MEDGR AND SUNSET AVE PANHANDLE HEALTH DISTRICT PROLECT LOCATION -ě, KAUSTIN ARE CAIL 12463 9367 VICINITY MAP EALTH DISTRICT SIGNATURE KDOTENAL COUNTY SURVEYOR CHAD J. JOHNSON PLS 8367 <u>ая</u> **KAMSEY** OF COURSE RO ODMENDRA IT THE CRITERY CLURTER SETTINY 1896 A 1 YE MUNIMALOPETO OF RECORDS THE TOWNSHIP CRASHING TOWNSHIP CROSSINGS OF NOTIONAL COLATI, LIOHO TRAW WHICH THE REST I QUETTE OF SETTINY 1895 A 1 YE MAN OF THE SETTING THE SET WHICH THE SETTING THE SET OF THE SETTING THE SETTI A PARCEL OF LAND EENG TRACT SLOF FRUT LANDS ADDITION ACTE TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE 12, RECORDS OF VOOTBAN COLARTY, IDAHO, LYING IN SECTION 2, TOWNSHIP SWORTH, RAWGE 4 WEST, BOISE MENDIAN, INDOFEWIL COMPTY, IDAHO, BENG MORE PARTICLLARLY DESCRIBED AS FOLLOWS NOW AL MENEY NESS PRESENTS THATGETH WISON LLC, RI DAYO UNITED LIBELTY COMPANY, HEYERY CERTRES THAT THEY OWN THE PROPERTY FERRANFER. DESCRIED AND INCLUDES SHOP PROPERTY IN A PLATY DE ENOYMA, SET THEY TOWN CHIES. NU PARCEL OF LAND CONTINUES, I CAR ACRES, MARE OR LESS, AND SUBJECT TO ALL ENSPAINTS, RIGHTS OF WAY, COVENWITS, CONDITIONS, RESTRICTIONS AND MAREBARITS OF RECORD OR APPENING HEREON. THENCE, ALONG SAID EAST RIGHT-OF-WAY OF HOWARD STREET NOT-STOPE A DISTANCE OF 123.74 FEET TO A FOLKID SIF REDAR, AND CAP MARKED PLS 5387; , IN THE YEAR OF 20 ___, BEFOREME, THE UNDERSIGNED, A NOTARY PUBLICIN AND FOR SAID STATE AND THENCE LEANING SHORIGHT-GE-WAY SOFTETTE A DISTINCE OF 555.78 FEETTO A FOUND SOFTEED A AND CHP MAYGED PLS 4/64 ONT PE ENSTRUK MEST. COUNT, PERSONALY APPEARED EXDER A KEITH, RACHM TO ME CR. IDESTRED TO ME TO BE THE MANAGER OR MEMBER OF KEITHMISON, ILC, MICHAG LAMTED LÄRLITY COMPANY, THAT DEED/IED THES INSTRUMENT, OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LARGITY COMPARY, AND ACROOMEDSED TO HETHAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME. HEREDY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE HAVE BEEN PAID THROUGH THENCE, ALONS SAID RIGHT-CHWAY OF FRUITLAND LANE STONGGSTE A DISTANCE OF 190.14 FEET TO A FOUND 34" IRON PIPE THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COLAND. OF COELR D'ALENE, IDANO, THIS _____ DAY OF __ RECORDER'S CERTIFICATE
THE LATIWS RED FOR RECORDING FOR THE STATE OF DAYS, THE STATE OF D THENCE, LEAVING SAID RIGHT-OF-WAY NOST-SESS WIND OF SOT 12 FEET TO THE TRUE POINT OF BESIMMING. DOMESTIC WATER SERVICES AND SANTARY SEARTR SERVICES TO BE PROVIDED BY THE CITY OF COBUR DALENE. AT THE REQUEST OF. TREASURER'S CERTIFICATE CITY COUNCIL APPROVAL FEEPAD OWNER'S CERTIFICATE _IN BOCK_OF PLATS AT PAGES_ JIM BRANNON, KOOTENA COUNTY RECORDER NOTARY PUBLIC CITY OF COELR D'ALENE, ENGINEER KOOTENA COUNTY TREASURER DATED THIS DAY OF COMMISSION EXPIRES. NOTARY PUBLIC. SOUTH OF STATE OF

AGREEMENT TO PERFORM SUBDIVISION WORK

Link Lane Townhomes Subdivision

THIS AGREEMENT made this day of May, 2016 between Elevate Construction, LLC, with Ray Harding, President, whose address is 1920 W. Stearns Road, Spokane, WA 99208, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved, subject to completion of the required improvements, the Link Lane Townhomes subdivision, a two (2) lot residential development in Coeur d'Alene, situated in the Northeast ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: installation of stormwater drainage swales and appurtenances, domestic water main and appurtenances, sanitary sewer service, concrete curb and gutter, standard concrete sidewalk, and, roadway construction (including but not limited to placement of structural base course and asphalt paving), as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 18th day of August, 2016. Said improvements are more particularly described on the submitted estimate of probable construction costs dated May 9, 2016 attached as Exhibit "A", compiled by Steve Syrcle, PE, #11055 of Tri-State Consulting Engineers, LLC, whose address is 1859 N. Lakewood Drive, Suite # 103, Coeur d'Alene, ID 83814.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount Twenty One Thousand Two Hundred Thirty Three and 00/100 Dollars (\$21,233.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. The security provided is required to have a sunset date that is one (1) year past the noted date of completion of said improvements. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE	ELEVATE CONSTRUCTION, LLC
Steve Widmyer, Mayor	Ray Harding, President
ATTEST:	
Renata McLeod, City Clerk	

Resolution No. 16-026 Exhibit "B"

May 9, 2016

Item No.	Estimated Quantity	Description	Unit Price	Total Price
		Preparation		
SI	1 LS	Mobilization	\$700	\$700.00
2	1 Est.	Excavation & Grading	\$850.00	\$850.00
			SUBTOTAL:	\$1,550.00
		Traffic		
3	1 LS	Traffic Mitigation construction	\$600.00	\$600.00
			SUBTOTAL:	\$600.00
		Ditch, Channel, and Water Quality		
4	116 LF	Storm Water Swales	\$1.85	\$214.60
5	1 EA	1000 Gallon Drywells	\$2,800.00	\$2,800.00
		_	SUBTOTAL:	\$3,014.60
		Asphalt Concrete Pavement		
6	160 SY	Asphalt Roadway 3" over 6"	\$14.45	\$2,312.00
	177.50		SUBTOTAL:	\$2,312.00
		Other		
7	130 LF	Standard Curb & Gutter	\$12.50	\$1,625.00
8	73 SY	5' Cement Concrete Sidewalk	\$18.75	\$1,368.75
9	1 LS	Landscaping	\$500.00	\$500.00
		-	SUBTOTAL:	\$3,493.75
		Domestic Water Main		
10	45 LF	6" Water Main	\$18.00	\$810.00
11	1 EA	Tie into Existing Water	\$750.00	\$750.00
			SUBTOTAL:	\$1,560.00
		Sanitary Sewer		
12	35 LF	PVC Sanitary Sewer Pipe 6 In Diam	\$25.00	\$875.00
13	1 EA	Tie into Existing Sewer	\$750.00	\$750.00
		7	SUBTOTAL:	\$1,625.00
			TOTAL:	\$14,155.35
		PROPOSED BOND AMOUNT: 1.5 x	\$14,155.35	\$21,233.03



GENERAL SERIVCES STAFF REPORT

May 9, 2016

From: Bill Greenwood Park & Recreation Director

Subject: AGREEMENT FOR FOOD CONCESSION AT HARBOR HOUSE

Decision Point: Approval of the 3 year Concession Agreement at the Rotary Harbor House with The Buoy, LLC.

History: This will be our third season with concessions at the Rotary Harbor House and this lease does include beer and wine.

Financial Analysis: The Buoy was the only responsive bidder. The fees for the three year lease are as follows: year 1) \$9,550, year 2) \$9,850 and year 3) \$10,150 additionally The Buoy will remit to the City 2% of all beer and wine sales over \$40,000.

Performance Analysis: The food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to park visitors. The Buoy LLC partnership consists of Essex Prescott, Cory & Gared Schneider

Decision Point: Approval of the 3 year Concession agreement at the Rotary Harbor House with The Buoy, LLC.

LEASE AGREEMENT

THIS LEASE, made and entered into this 17th day of May, 2016, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City" or "Lessor," and THE BUOY, LLC, with its principal place of business at PO Box 1478, Hayden, ID 83835 hereinafter called "Lessee,"

WITNESSETH:

THAT, WHEREAS, Lessee has been awarded a lease for the McEuen Park Rotary Harbor House to operate a concession for food, beer & wine, as shown on **Exhibit "A"** which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, Lessee shall lease the McEuen Park Rotary Harbor House from the City for the purpose of operating and maintaining a food, beer & wine concession according to the terms set forth herein, and the plans and specifications, under the penalties expressed herein. All said terms, plans and specifications are hereby declared and accepted as part of this Lease, as shown on **Exhibit "B"** which is attached hereto and hereby declared and incorporated herein by reference;

- <u>Section 1.</u> <u>Definition:</u> For purposes of this agreement the parties agree that the term "employee" shall include all persons in the service of Lessee under any contract of hire, whether express or implied, or oral or written, and all agents, independent contractors, and persons acting by, for or through Lessee.
- <u>Section 2.</u> <u>Term:</u> The City shall lease the McEuen Park Rotary Harbor House to Lessee for the seasons of May 20, 2016 to October 15, 2016; April 1, 2017 to October 15, 2017 and April 1, 2018 to October 15, 2018, for the purpose of operating and maintaining a food, beer & wine concession.
- Section 3. Rent: Lessee shall pay the sum of Nine Thousand Five Hundred Fifty dollars and zero cents (\$9,550.00) for the 1st year of the lease upon the signing of this Agreement. Payments for each subsequent year of the lease shall be made by April 1 of the lease year. The annual lease fee shall increase in the second and third years of this Agreement. The increase shall be based on the Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change. For example, the lease payment for 2017 will change by the percent change in the annual average 2015/2016, as shown in the Consumer Price Index Overview Table West, published by the Bureau of Labor Statistics. Payment shall be made to the City Parks & Recreation Department.
- <u>Section 4.</u> <u>Extension</u>: Lessee may request a three (3) year extension of this Lease for the period from April 1, 2019, to October 15, 2021, by submitting to the Parks & Recreation Director a written request for extension after April 1, 2018, and prior to October 15, 2018. Upon

receipt of such request, the City will consider whether it will grant a three (3) year extension and, if so, the parties may mutually negotiate terms applicable to said extension.

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

- Section 5. Health Permit: Lessee agrees to obtain a health permit as required by law for the said food, beer & wine concession. The permit must be displayed in a conspicuous place at the McEuen Park Rotary Harbor House. The health permit is required to be provided to the City Clerk by **April 1**st of each year. Failure to submit the required health permit within the above stated time may result in the City revoking the Lease or whatever other action the City deems necessary and prudent for the protection of the public.
- <u>Section 6.</u> <u>Food:</u> Lessee may serve all foods within the scope of the health permit and the plans and specifications of the Lease. The Lessee must also offer healthy options as part of the "Let's Move CDA" program as described in **Exhibit "C".** The Lessee must also display "Choose My Plate" on-site during operational hours. See **Exhibit "D".**
- <u>Section 7.</u> <u>Alcohol:</u> Lessee shall be responsible for controlling the purchase and consumption of beer & wine on premises to comply with City and State codes. See designated area shown on **'Exhibit A.'**
- <u>Section 8.</u> <u>Glass Containers:</u> Lessee agrees not to dispense any food or drinks in glass containers.
- <u>Section 9.</u> <u>Non-food Items:</u> Sunscreen will be the only non-food, non-beer and non-wine item(s) allowed for sale. Sale of any other items requires written approval from the Parks & Recreation Director.
- <u>Section 10.</u> <u>Community Relations:</u> The Lessee agrees it and its employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Lessee and its employees must become familiar with the immediate area, including McEuen Park, Tubbs Hill, Coeur d'Alene Resort, North Idaho College, and the Visitors Center.
- <u>Section 11.</u> <u>Appropriate Attire:</u> Lessee agrees its employees must be appropriately dressed in an approved T-shirt, or polo shirt, with identifying logo. If shorts are preferred instead of pants, approval must be received from the Parks & Recreation Director. It will not be permissible to operate the food, beer & wine concession without a shirt or in swimwear. All clothing must be clean and without substantial defect or damage. Dress code will be strictly enforced.
- <u>Section 12.</u> <u>Staffing:</u> Lessee agrees the food, beer & wine concession must be staffed by at least one employee at all times.

Resolution No. 16-026 EXHIBIT "C"

- <u>Section 13.</u> <u>Mobile Concessions Cart:</u> Lessee agrees to the following mobile concessions cart specifications, which will be adhered to by Lessee:
 - A. Maximum size length: 6 ft. width: 4 ft. height: 3 ft.
 - B. The mobile concessions cart must be self-contained and non-motorized.
 - C. The mobile concessions cart must be kept clean at all times.
 - D. The mobile concessions cart must prominently display both the City logo and business logo.
 - E. The mobile concessions cart must be stored securely when not in use.
 - F. The mobile concessions cart shall only be allowed where specified, "Exhibit E," and only upon approval by the Parks & Recreation Director.
- Section 14. Hours of Operation: Lessee agrees to be open seven (7) days a week during the season of operation, which is Memorial Day through September 30. Weekends (Saturday and Sunday) and holidays are required to be fully operational for food, beer & wine service. Hours of operation, at a minimum, will be 10 a.m. to 8 p.m. Any extended hours require approval from the Parks & Recreation Director. Lessee agrees to notify the Parks & Recreation Department immediately in the event that it believes inclement weather precludes operation and the Parks & Recreation Director reserves the right to make the final determination if operations can be suspended and for how long.
- Section 15. Signs: Lessee agrees to have signage for hours of operation and menu(s). Hours of operation are to be posted at all times and menu(s) are to be posited during business hours. Approval is required from the Parks & Recreation Director prior to sign construction/manufacturing and/or placement. No permanent mounting of signage, or modifications to the building, will be allowed without written approval of the Parks & Recreation Director. Any other type(s) of signage on-site or in the park require approval from the Parks & Recreation Director. Signs must conform to the requirements of the City's Sign Code, including provisions related to permitting. See Municipal Code Title 15, Chapter 24.
- Section 16. Refuse & Cleanliness: Lessee agrees to dispose of the refuse from, in and around the premises in an area designated by the City. City agrees to have staff collect the refuse throughout the day and dispose of it. Lessee agrees that the food, beer & wine concession and immediately surrounding site must be kept clean at all times. This includes, but is not limited to, hosing off concrete and front counter area(s) at least once daily; keeping a clean atmosphere in the service and dining areas during business hours and being conscientious about spills and the pests they attract.
- <u>Section 17.</u> <u>Vehicle Access:</u> Lessee agrees and understands that vehicle(s) are prohibited from parking longer than it takes to load or unload. Vehicle access into the park will only be allowed between the hours of 8 am and 10 am. One vehicle will be allowed in at a time and may remain on-site for a maximum of sixty (60) minutes at a time. Any activity requiring a

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vehicle to remain on site longer than the allocated time, or outside designated hours, requires written approval from the Parks & Recreation Director. Vehicles will access McEuen Park from the east side near City Hall. See **Exhibit "F"**.

Section 18. Improvements or Construction: Lessee shall not construct anything on or about said site without written consent of the Parks & Recreation Director. Lessee agrees that City has the right to reconstruct repair, modify, and/or expand the McEuen Park Rotary Harbor House and surrounding area at any time during the term of the Lease. Lessee further agrees that it shall have no claim against City for any inconvenience or lost income that may result from reconstruction, repair, modification, or expansion.

<u>Section 19.</u> <u>Keys & Deposit</u>: Prior to April 1st of each season during the term of this Agreement, the Lessee will pay to the City a one hundred dollar (\$100) refundable deposit for keys to the McEuen Park Rotary Harbor House Concessions. The Lessee agrees that it will not make copies of the keys provided by the City. The required deposit will be returned to the Lessee after all keys provided have been returned.

Section 20. Worker's Compensation: Lessee agrees to maintain worker's compensation coverage on all employees during the term of this contract as may be required by Idaho Code Sections 72-101 through 72-806. Should Lessee fail to maintain such insurance during the entire term hereof, Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Lessee shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law. However, Lessee acknowledges and agrees that its employees are not employees of the City and that the City is not responsible for any payments or benefits required by law to be furnished to employees, including worker's compensation coverage.

<u>Section 21.</u> <u>Waiver:</u> Lessee understands that during the term of this agreement, the City may undertake repairs to the City's public dock, which may interfere with Lessee's operation or affect persons in the park. Lessee specifically waives any claim as to lost profits or business while said repairs are undertaken.

Section 22. Hold Harmless: Lessee shall hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Tubbs Hill, McEuen Park, City mooring docks or City public dock. Lessee further understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 28 below entitled "Lessor's Option to Terminate Lease." In the event of said occurrence, Lessee hereby releases, holds harmless and waives any claim whatsoever Lessee may have against the Lessor, its employees, agents, and elected and appointed officials.

- Section 23. Not Exclusive: Lessee understands and agrees that the City from time to time during the term of this agreement may allow other food, beer, wine and non-food concessions to operate in the McEuen Park, including, but not necessarily limited to, food, beer, wine and non-food concessions permitted by bid award, food, beer, wine and non-food concessions permitted as part of any special event in the Park including, but again not limited to, (i.e. Ironman, Taste of the Coeur d'Alene, the Fourth of July) Smoke on the Water, and sports tournaments, or any event involving\or sponsored by the Coeur d'Alene Cultural Center or Chamber of Commerce.
- <u>Section 24.</u> <u>Negligent or Wrongful Act:</u> Lessor agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Lessor, their agents, or employees. Lessor further agrees, at Lessor's cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Lessor's concession or in connection with the negligent or wrongful acts, errors and omissions of Lessor, their agents or employees.
- <u>Section 25.</u> <u>Violation of Regulations:</u> Lessor agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and may not be allowed to rebid or resubmit a proposal for a period of three (3) years.
- <u>Section 26.</u> <u>Non-transferable:</u> Lessor also agrees and understands concession sites cannot be transferred to another vendor, or sublet without permission of the City.
- <u>Section 27.</u> <u>City Ordinances:</u> Lessor shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.
- Section 28. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.
- Section 29. Forfeiture of Permit: It is understood that time is of the essence and should Lessor fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, Lessor shall cease operation of the concession at the location, and any monies paid shall be forfeited. However, that before declaring such forfeiture, the City shall notify Lessor in writing of the particulars in which the City deems Lessor to be in default and Lessor will have three (3) days to remedy the default.
- Section 30. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Lessor at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of

Resolution No. 16-026 EXHIBIT "C"

the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and THE BUOY, LLC have caused the same to be signed, the day and year first above written.

CITY: CITY OF COEUR D'ALENE KOOTENAI COUNTY, IDAHO	LESSEE: THE BUOY, LLC			
By: Steve Widmyer, Mayor	By:Essex Prescott, Managing Member			
By: Renata McLeod, City Clerk				

STATE OF IDAHO)
County of Kootenai) ss.)
Steve Widmyer an respectively, of the	day of May, 2016, before me, a Notary Public, personally appeared at Renata McLeod, known to me to be the Mayor and City Clerk, City of Coeur d'Alene and the persons who executed the foregoing owledged to me that said City of Coeur d'Alene executed the same.
	S WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the certificate first above written.
	y Public for Idaho
My Co	ommission expires:

STATE OF IDAHO County of Kootenai)) ss.
On this Essex Prescott, know who executed the	day of May, 2016, before me, a Notary Public, personally appeared wn to me to be the Managing Member of The Buoy, LLC , and the person foregoing instrument on behalf of said limited liability company and that such limited liability company executed the same.
	S WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the certificate first above written.
Residi	y Public for Idaho ing at
MV Co	ommission expires:

EXHIBIT "A"

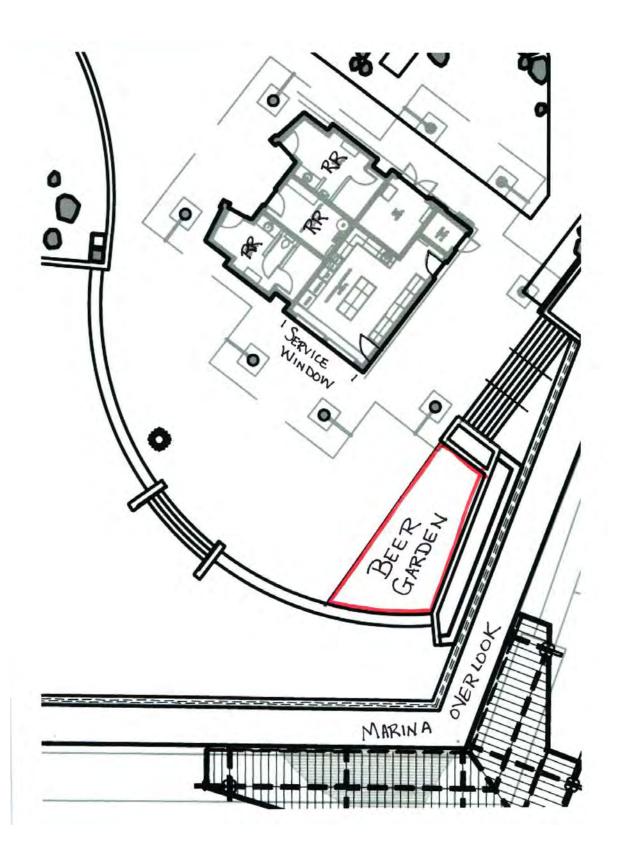


EXHIBIT "B"

(Vendor Proposal)

The Buoy, LLC P.O. Box 1478 Hayden, ID 83835

essexprescott@gmail.com (208) 661-8465/ (778) 987-7707



2016 - 2018

Proposal for Food, Beer & Wine Concession McEuen Park

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EXECUTIVE OVERVIEW

Executive Overview

ABOUT US - INTRODUCTION

- 10 Year Partnership of Essex, Corey & Gared in Successful Local Businesses
- Reputation for Excellent Food, Customer Service & Cleanliness
- Asset to McEuen Park with Certifications in First Aid, Lifeguard, Boat Safety
- Ambassadors Able to Impart Local Information, Directions & Destinations

CAPABILITY TO MANAGE FOOD, BEER & WINE CONCESSION

- The Buoy Floating Food Truck
- The Buoy Shipwrecked Mobile Concession through the City of CDA
- Existing Beer & Wine License & Panhandle Health License
- Worker's Comp & Liability Insurance in Place

RELEVANT BUSINESS EXPERIENCE

- Two Successful Food Service Businesses
- Watersports Instruction Business 10 years
- Members of the Chamber of Commerce
- Highly Regarded Numerous Letters of Reference from Recognized Local Businesses

QUALIFICATIONS OF CONCESSIONAIRE

- College Degree in Finance & Entrepreneurship
- Hands On Real World Success in Food Business & Service Industry
- Locals Committed to Community, Consistency & Customer Service

PROJECT APPROACH & SCHEDULE

- Open 10 AM 8PM Daily
- Staffing Plan of 2 3 Employees
- Park & Family Friendly Menu with Healthy Options
- Extensive Training will be Provided for Safe Serve & Food Handling
- Consistency, Cleanliness & Courtesy

FEE PROPOSAL

\$9,550 Year 1, \$9,850 Year 2, \$10,150 Year 3 with 2% of Beer & Wine Sales over \$40,000

Essex Prescott, Corey & Gared Schneider

April 26, 2016

INTRODUCTION - ABOUT US

Introduction - About Us

To introduce ourselves, we are a **10+ year business partnership** of Essex Prescott, Corey & Gared Schneider. We have direct concessionaire experience with the City of CDA through the Buoy Shipwrecked along with food, beer & wine experience on Lake CDA via the Buoy floating food truck. As our next progression in our business development cycle, we are excited to submit this bid on the Harbor House. We've actively watched this concession opportunity over the entire summer and are excited to submit our qualifications to offer **consistent**, **quality**, **well-priced** food options along with **reliability**, **cleanliness and energy** to the amazing location.

Our business model is seasonally oriented due to our professional winter athletic pursuits. The summer is our earning season and as such we are committed and have been for the last 10 years to working round the clock during the summer/fall months since it affords us our winter lifestyle. This is our sole purpose living just blocks from the concession. Additionally, we are committed CDA ambassadors as we have served locals and tourists for years and have a great familiarity with providing them with the best possible customer experience.

We plan on calling the concession **The Buoy Harbor**. This affords us the branding recognition we have gained along with our insurance, vendor accounts, banking, payroll and business functions making this a smooth start up.

CAPABILITY TO MANAGE FOOD, BEER & WINE CONCESSION

Capability to Manage Food, Beer & Wine Concession

We have not only the resources, financially and experience, but a clear understanding of the commitment to manage the food, beer & wine concession. Having started up and run two successful food businesses including one with a current beer & wine license, we understand the process, the commitment and the consistency of hours, food and customer service necessary to make the Buoy Harbor a success and positive reflection on the City of CDA.

Experience

The Buoy - Floating Food Truck

Our most direct experience is the Buoy - the floating food truck you may recall seeing or heard positive feedback on. The Buoy offers made to order, family friendly, high quality, well-priced meal options on the water on Lake CDA. This **included a retail beer & wine license** (Exhibit F). This innovative concept was highly successful with excellent reviews. Bringing this new concept thru the regulatory process to a fully operational on water floating food truck in under 6 weeks, all three partners have direct hands on experience on all aspects of the business. Our approach was to learn and be cross trained on every aspect of the business from the quality control to production, hiring, financing, equipment maintenance, menu creation, marketing, risk mitigation, safety and procurement processes. We offer not only a successful business model but redundancy in skill sets. At any point in time, anyone of us can manage or hands on deliver our quality product with the friendly, genuine enthusiasm that we are known for (see attached reference letter from Mountain West Bank).

The Buoy had 2 – 3 people onboard at all times with a professional cook and QSR/sales person at a minimum supplemented by part time employees for peak sales periods. Not only did we provide excellent meals but recognize we also had to assure safe docking of customers, boat captain skills and on and offloading of all our water, waste, etc. daily. The fixed structure of the concession stand provides a stable environment with running water and many other attractive options. Basically, if we could do this on a boat in the middle of the Lake, providing the same service on land is a highly feasible and attractive extension of our business.

The Buoy Shipwrecked - Temporary Food Concession City of CDA

Our second experience is Buoy Shipwrecked, the fall version of the Buoy but on land. With Shipwrecked we worked hands on with the City of CDA to meet or exceed all code requirements and incorporated the future code considerations for this temporary food concession. As a fall business, we changed the menu added homemade soups, stews and comfort foods while maintaining a stable clientele that followed us to the land along with our employees (Exhibit G for menus).

Hayden Wake - Watersports Instructions 10 years together in the customer service & safety business

RELEVANT BUSINESS EXPERIENCE

Relevant Business Experience

CORE COMPETENCIES

- Longevity 10 Years in Business Together in CDA
- Extensive Food & Customer Service Experience
- Ability to Finance, Hire, Market & Operate Multiple Highly Successful Businesses Concurrently
- Well Capitalized with Steady Available Cash Balances
- Excellent Reputation for Food Quality & Consistency
- Excellent Safety Reputation Owners Lifeguard, Boat Safety & Wilderness First Aid Certifications

BUSINESSES

2015 - Current

The Buoy - Floating Food Truck

Owner/Operators Blackwell Island Marina Hayden, ID 83835

References:

Mountain West Bank Gavin Mobraten VP – SBA Commercial Lender 101 Ironwood Drive, Ste 252 Coeur d'Alene, ID 83814 (208) 415-5322

GMobraten@mountainwestbank.com

See attached letter of reference Exhibit B

The Buoy Shipwrecked - Temp Food Concession

Owner/Operators 3650 Government Way Coeur d'Alene, ID 83815

Mike Threadgill CB Commercial - Lessor 3670 N. Government Way Coeur d'Alene, ID 83815 (208) 691-9703

mthreadgill@kw.com

Testimonials:



Page 4 RE Resolution No. 16-026

RELEVANT BUSINESS EXPERIENCE



KHQ Matt Rogers (509) 953-9603 Matt.rogers@khq.com

2006 - Current

Hayden Wake - Watersports Instruction

Owners/ Instructors 507 Indiana Ave. Coeur d'Alene, ID 83814

References:

The Coeur d'Alene Resort

Donna Gable

P.O. Box 7200

Coeur d'Alene, ID 83814

(208) 664-7276

dgable@cdaresort.com

See attached letter of reference Exhibit C

Pita Pit Jamie Denham 105 N. 4th Street, Ste. #208 Coeur d'Alene, ID 83814 (208) 765-3326

FOOD & BEVERAGE VENDORS

VENDOR & REGULATORY AGENCY	RELATIONSHIPS		
VENDOR	TYPE	PERSON	CONTACT
Panhandle Health District	Licensing	Jay Loveland	(208) 415-5205
William Inland Distributors	Ice Cream	Doug Garber	(509) 999-4814
URM Distributors	Product Supply	Tony Longinotti	(509) 468-1402
Odom Corporation	Beer & Wine	Melissa Hollis	(208) 765-8100

QUALIFICATIONS OF CONCESSIONAIRE – RESUMES IN EXHIBIT A

Qualifications of Concessionaire - Resumes in Exhibit A

ESSEX PRESCOTT

Operations Manager

Duties: Daily operations, Initial start-up requirements, licensing, inventory, quality control, insurance, contracts, vendor relations.

- Degree in international finance & entrepreneurial studies from the University of British Columbia
- Excellent communicator
- Effective manager of all relationships & budgets
- Task Oriented
- Excellent cook & very attune to customers tastes and quality
- 10 years successful entrepreneur

GARED SCHNEIDER

Client Experience & Human Resources

Duties: Hire, schedule, train, pay and ensure employee fulfillment.

- Centered around employee & customer experience
- Genuine, Trustworthy communicator
- Effective manager of employees
- Quality Control & Cleanliness of Premises
- 10 years successful entrepreneur

COREY SCHNEIDER

Marketing, Communications, Safe Food Handling and Risk Mitigation

Duties: Hire, schedule, train, pay and ensure employee fulfillment.

- Creative marketing
- Traffic Generator
- Web & Technical Skills such as Point of Sale Terminals
- Risk Mitigant Safe Serve, Safe Food Handling, Sanitation
- 10 years successful entrepreneur

CARLIN MEADOWS

Consultant - Advanced Skills in Menu Design, Preparation Guidance, Waste Mitigation, Safe Food Handling, Procurement, Inventory Control, Budgeting

PROJECT APPROACH & SCHEDULE

Project Approach & Schedule

Buoy Harbor Specifics

MENU

We intend to provide a family friendly, summer type menu offering lunch, dinner, snack & dessert items that consist of Buoy classics (made to order hot items) and quick pre-made refrigerated sandwiches and snacks. Additionally, we would like to take advantage of the opportunity to have a mobile cart at the location indicated with drinks, snacks and sunscreen. The main hut will also have ice & sunscreen available. Menu draft on Next Page. Example menus from our other concessions are included in Exhibit G .

We intend to start with an early season menu for the first couple of weeks and then our full service menu. We will add coffee, breakfast items, etc. as demand dictates.

STAFFING

We have hired and trained over a dozen employees/subcontractors in the past and understand the employee arena well including, payroll, training, and the retention parts of the equation.

Satisfied Employees = Satisfied Customers

Our staffing will include **two full time equivalent employees on Friday, Saturday & Sundays along with an owner** and busy days as the summer heats up. Our base on Monday through Thursdays will be **one employee and one owner (as needed)**. There will be **one part time employee at the food cart** which we anticipate running from mid-June through Aug. With three owners and a crew of employees cross trained from our other businesses, we can always add personnel as demand dictates and dedicate personnel as needed. Basically, we are highly flexible to staffing as we understand the cyclical nature of demand and weather dependence from our past experiences.

Our Core Value of delivering the best possible customer experience will be reflected through our courteous, capable & informed employees. They will be well trained, efficient & true ambassadors of the City with knowledge of the parks, trails & destination locations. They will exhibit a genuine attitude and pleasant approach along with a clean & neat appearance. They will wear our standard Buoy shirts and will be required to wear closed toe shoes, appropriate length shorts and have their hair tidy.

Training will also include Safe Serve & Safe Food Handling training. We value our licensing and will not put it at risk so SAFE SERVE is a priority above all.

PROJECT APPROACH & SCHEDULE

HOURS OF OPERATION

10 AM - 8 PM Seven Days a Week

We will be open extended weekends on each shoulder of the busy season but we are open to City input and understand the importance of consistency. Our hours will always be posted and adhered to. Weather closures will be discussed with the appropriate City contact. Extended hours will be approved in advance if any.

Daily Schedule

8 AM - 10 AM Deliveries (1 person)

9 AM - 10 AM Preparation (1 person)

10 AM - 8PM Open for Service

Noon - 3PM Two to Three employees depending on day of week

4 PM - Close One to Two employees and owner depending on day of the week

Close will consist of securing premises, hosing down the entire outside area, wiping tables, picking up refuse and disposing as indicated in the facility. Remove and Store A frames and Concession amenities.

Every Hour check premises, wipe down tables with sanitizing solution as necessary, take refuse to the assigned location.

Two 15 minute breaks for employees and lunch/dinner as required by law.

Any restocking during the day will be done via hand cart. Employees are encouraged to park at Indiana address and walk downtown. We have two monthly parking permits at the parking structure for ease as well.

TASK LIST FOR INITIAL SET UP

Submit Proposal

Submit for Additional License with ISP Alcohol Beverage Control

Our ABC Representative Kelsey encouraged us to submit concurrently with this proposal with an anticipated 2 week turn around since our screening is complete and we have a clean record of performance.

Submit Panhandle Health Application

Spoke with Sara Folton 415-5213 who will process and inspect. She expects a 2 week turn around.

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RE Resolution No. 16-026 Exhibit "C"

PROJECT APPROACH & SCHEDULE

Execute Lease with City of CDA

Meet with Sign Permit Rep City of CDA

Order Kitchen Equipment

Submit for County Beer & Wine License once State received

Clean and Prepare for Panhandle Onsite Inspection

Finalize Menu

Panhandle Inspection

Screen Employees

Note our online application process is live already

Marketing Design & Production of Deliverables including Signage

Apply for City Beer & Wine License once County & State Received

Preorder Dry Goods & Supplies

Meet with Beer Distributor

Set Up Additional Register for Cash & Credit Cards - Square

Training - Safe Serve, Food Handling Safety

City Approve Music Playlists

Tasks Completed: Seller Permit, Liability & Beer & Wine Insurance, Worker's Compensation, Vendor Lines Open and Employee Applications Online. See Exhibits D,E & F.

OFFICE LOCATIONS

Our CDA office is located on Indiana just blocks from the Buoy Harbor with our deliveries occurring at our Riverstone location and our Hayden main office behind Sargent's restaurant.

Local address:	Corporate Office:	Mailing Address:	CDA Deliveries:
507 Indiana Ave.	90 W. Sargent Dr.	P.O. Box 1478	2238 W. John Loop
Coeur d'Alene, ID 83814	Hayden, ID 83835	8585 Woodvine Dr.	CDA, ID 83814
		Hayden, ID 83835	

MENU DRAFT



TUB'S HILL TAKE IT & RUN SANDWICH

Short on time, grab a premade, delicious sandwich. Variety changes daily.

SALTY'S ALL BEEF HOT DOG

Famous Hebrew National all beef hot dog with choice of condiments, onions, relish and cheese served on a local freshly made roll. Add some Chili.

NORTH SHORE NACHO'S (DELUXE)

Served piping hot with Choice of toppings.

THE BUOY BURGER

The classic Juicy Burger worthy of our name. Crisp lettuce, choice of cheese served on a special homemade roll.

MOM'S MAGIC MEAT (LESS) BURG

100% from scratch Veggie Patty, Monterey Jack Cheese, Lettuce, Red Onion Tomato, Local fresh baked sesame bun, Mayo.

CRUISIN' CHICKEN SANDWICH

Grilled chicken served simple or we can spice her up.

Sides:

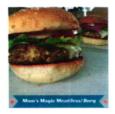
Fresh Fruit Choices
Veggies in a Cup – LiteHouse Ranch
Chips/ Candy Bars
Ice Cream Favorites
Fresh Popcorn

Lemonade/ Huckleberry Lemonade Canned Sodas & Bottled Water Beer & Wine

Sunscreen/Ice







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FEE PROPOSAL

Fee Proposal

We respectfully submit our 3 year lease as Follows:

Year One - \$9,550

Year Two - \$9,850

Year Three - \$10,150

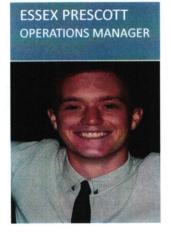
The City will provide the premises with the work table and three stage sink and existing picnic tables. The City will provide refuse collection, insect (bee) control, electricity, water & sewer.

The Buoy also would propose 2% of any and all beer & wine sales in excess of \$40,000 per season.

We hope you look favorably upon this proposal as we offer a unique set of entrepreneurial skills, restaurant experience, strong customer service orientation, a reputation of working with the City and added vibrancy and safety to this location.

CONTACT INFORMATION – EMAIL IS MOST EFFECTIVE

Contact Information - Email is most effective



Tel (208) 661-8465 (778) 987-7707 essexprescott@gmail.com



Tel (208) 818-9606 garedschneider@gmail.com



Tel (208) 215-4258 Coreyschneider15@gmail.com

Company Information

The Buoy Harbor

507 Indiana Ave.

Coeur d'Alene, ID 83814

www.the buoycda.com

(208) 875-2253

Exhibits

A.	Resumes
B.	Reference Letter Mountain West Bank
C.	Reference Letter Coeur d'Alene Resort & Pita Pi
D.	Evidence of Worker's Compensation Insurance
E.	Seller's Permit
F.	Existing Beer & Wine License
G.	Menu Samples
H.	Required Affidavit

RESUMES

ESSEX PRESCOTT

Canada: 778.987.7707 | U.S.: 208.661.8465 | essexprescott@gmail.com

Owner & Instructor, HAYDEN WAKE - 2006 to Present

Providing leadership, as well as working independently: Accountable for all aspects of business operations, marketing including social media outreach and guerilla campaigns, client development, cash flow management, contract management, insurance, instruction, and captain functions for a water sports instruction school.

Team with two partners who serve as lead instructor and handle customer service, respectively, to run a thriving business.

Content Producer, CALLOUSED MEDIA - 2014 to Present

Co-Producer and featured athlete in 6 episode Big Mountain ski series for EPICTV: Directed and produced the entire raw content for EPICTV. Involved numerous international backcountry ski locations, organizing locations, athletes, creative content, and story line for each location. Filming in remote areas of North American all winter.

Accountability for scouting, creative development, and production of a TV series called "Under the Weather".

Business Intern. ROCKSTAR SPORTS DRINK - 2011 to Present

Providing detailed information and insight to support business decisions: Create an energetic and fun environment at promotional events to drive product awareness and visibility.

 Distribute samples and promotional materials, manage staff members, engage clients using charisma, detailed product knowledge, produce analytics reports, and pen the success of events digitally to facilitate future marketing efforts.

Owner — Photographer & Videographer, S6 PHOTO – 2008 to Present

Defining vision and business objectives: Perform all activities related to business operations, management, and marketing of this full service photography business.

- Build online awareness through maintaining a website and blog.
- Participate in art shows region-wide. Offer high-quality work including wedding photography, portraiture, sports action shots, and fine art.

PROFESSIONAL ATHLETIC SUMMARY

Professional Skier in Multiple Disciplines - 2001 to Present

Demonstrating motivation and focus as a professional skier: Long history of distinguished performance, including participation at international competitions from 2008 to present.

- Team athlete for Volkl, Marker USA and international ski companies from 2002 to present, selection as Junior Olympian and National Athlete for multiple years.
- Film for various commercials and industry media. Focus upon Big Mountain currently.
- Finalist at the national Crested Butte Free Skiing Competition, ranked as a top three skier in the nation for age group from 2008 to 2010, and training with U.S. Ski Team as part of the U.S. National Development System in 2008.

MEMBERSHIPS

United States Ski & Snowboard Association and International Ski Federation

VOLUNTEERISM

Volunteer Coach - 2008 to Present

Instructed local disabled children, including deaf, mobility impaired, and developmentally disabled children, in water sports and trained aspiring Alpine athletes ranging from ages 9 to 14.

Photography Donor - 2009 to Present

Donated photography for fundraising events for various non-profit organizations.

RE Resolution No. 16-026 Exhibit "C"

ESSEX PRESCOTT

Canada: 778.987.7707 | U.S.: 208.661.8465 | essexprescott@gmail.com

Owner & Instructor, HAYDEN WAKE - 2006 to Present

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RE Resolution No. 16-026 Exhibit "C"

Corey Schneider

8657 N Clarkview Pl. Hayden, ID 83835

Phone: (208) 215-4258 E-Mail: coreyschneider25@gmail.com

Objective

Continue to grow as a young entrepreneur to the Coeur d'Alene area, building successful businesses year after year. I've co-founded two companies that reside in Coeur d'Alene Idaho that serves tourists, locals, and kids of all ages. Through my experiences and over ten years of providing high-quality services to travelers and locals of this area, I feel my partners, and I are a perfect fit to run the harbor house. We excel not only at making fantastic food but also hold ourselves to very high standards when it comes to cleanliness and customer service.

Experience

Manager/Prep Cook: -The Buoy

2015-Present

The Buoy is a company I founded in the year 2015 with two other partners. It is a floating food truck that resides on Coeur d'Alene Lake. My responsibilities ranged from putting in food orders with URM to helping make the food as a prep cook on the boat. Many other management tasks where completed daily and weekly as well.

Boat Driver/Instructor/ Manager: -Hayden Wake

2006-Present

Hayden Wake is a company I co-founded in the year 2006. We teach wakeboard, wake surf, and water skiing to the tourists and locals of Coeur d'Alene Lake. The summer coming up will be our tenth year in business. My roles in the company were to drive boats, teach beginners how to get up, and manage employees.

Marketing Manager: -ETG

2014-Present

ETG is a digital marketing company that helps local businesses gain more customers by having a stronger online presence. My roles involved driving targeted traffic to our customer's websites through search engine marketing, social media marketing, etc.

Education

North Idaho College

2012-2013

Continued Education to see what direction in life I wanted to go.

Coeur d'Alene High School

2008-2011

Graduated with a high honors and received high school diploma.

Skills

Areas of expertise include shaking hands, keeping the customers happy, thinking outside the box, creative marketing, and getting the job done. I'm proficient at web design, traffic generation, and technical marketing tactics.

References:

Carlin Meadows: Food Consultant/Mentor

(208) 771-0999

Donna J. Gable: Guest Service Manager CDA Resort (Worked with her through Hayden Wake)

(208) 765-4000 ext 21

Gared Schneider

8657 N. Clarkview Pl. Hayden, Idaho 83835

phone: (208) 818 9606

garedschneider@gmail.com

Education

High school graduate 2005-2009 Coeur D' Alene High School, Coeur D' Alene, Idaho

Experience

Part owner of The Buoy. The Buoy is a Floating food truck on Lake Coeur d' Alene. We serve signature Buoy favorites to all types of lake goers. Boaters, jet skiers, kayakers, paddle boarders, and even swimmers enjoy The Buoys unique dining experience and tasty food.

I have been part owner and daily operations manager since May 1st 2015 till present. Responsibilities include, cleaning kitchen, genuine customer service, docking watercrafts, payment procedures, taking phone orders, line cook, boat driving and anchoring, inventory list, stocking food, quality food, hiring, marketing, and safety.

Website: www.thebuoycda.com Social Media: @thebuoycda

Part owner of Hayden Wake. Hayden Wake is a seasonal (summer) small business teaching wakeboarding, wakesurfing and waterskiing on Coeur d' Alene Lake. I have been part owner and an instructor from the summer of 2007 to present. Responsibilities include safety of clients, passionate about job, fun positive environment, professional instruction, and good work ethic. A wide demographic ranging from 4 to 73 year old clients enjoy our service. Website: haydenwakecda.com

A Valet at VPS in Salt Lake City, Utah. From November 2013 to April 2014. Responsibilities include genuine costumer service, greet and use proper

RE Resolution No. 16-026 Exhibit "C"

verbiage with guests, have a professional appearance, offer to assist guests with belongings, run while parking and retrieving guest cars, and keep the drive clear.

Sales person in retail for Island Ski and Board Shop, Coeur D' Alene, Idaho. Year 2009. Responsibilities include selling store merchandise, tagging and organizing product, cleaning, good customer service, and friendliness. Supervisors name: Dustin Dibiase Phone: (208) 661 8752

Counselor at Windells Summer Snowboard and Ski Camp. Welches, Oregon 2011. Responsibilities include monitoring 8-10 kids on a weekly basis. Get them into their cabin at night and put to sleep at the appropriate hour. Wake them up in the morning and get them off to breakfast and out the door with lift tickets to the ski mountain. Help with daily activities. Keep the kids excited throughout the week. Keep cabin clean.

Skills

- First Aid Certified
- CPR Certified
- Diligent work ethic
- Experience with childcare and safety
- Responsible and reliable
- Efficient communication
- Maintained a 3.8 GPA through high school
- Customer friendly
- Retail experience
- Day kid camp manager

References

- * Mary Ann Prescott (White Water Creek) (208)- 691-5660
- * Cody Lee (Windells Snowboard and Ski Camp) (208)-360-4679
- *Alex Murren (North Star Landscape) (208)-651-1407
- *Brad Anderson (VPS Valet) (801)-915-9156

RE Resolution No. 16-026

Exhibit "C"

CARLIN MEADOWS

Spirit Lake, ID | carlin28128@gmail.com | 208-771-0999

SCOPE | Menu and beverage consultant to the Buoy. Assisted in bringing the Buoy from inspiration to operational in under 4 weeks.

SKILLS & ABILITIES | Areas of expertise include menu design, preparation guidance, compliance with Panhandle Health requirements, safe food handling, waste mitigation, task list preparation. Proficient in menu management. Advanced skills in budgeting within the food industry. Proficiency in time management with food preparation and delivery. Advanced skills in cross contamination practices. Advanced knowledge in food allergies and exposure avoidance.

EXPERIENCE | COOK/BAKER GUARDIAN ANGEL HOMES

JULY 15TH, 2012-JUNE 15TH, 2013

Scratch baker and cook. Duties included providing three full meals for 75+ residents/staff per day. On average, baked, from scratch, seven days' worth of baked goods in two and a half days of work (20 hours/ total time worked)

BARTENDER JOE'S HOLE

2007-2009 FULLTIME / 2009-2013 PART-TIME

Full service bartender, serviced approx, 400+ people in the course of a regular work week. Duties included, serving drinks to customers, liquor orders, dealing with vendors/ liquor reps, money management, maintaining sanitary conditions for various areas of establishment (food prep areas, glasses and dinnerware)

MANAGER PASTIME

2009-2011

Food, beverage and bar manager. Duties included: helping owners with start-up of business, setting up vendor contacts, assisted with implementing food and beverage budget. Full service bartender, serviced approx. 400+ people in the course of a regular work week. Serving drinks to customers, liquor orders, dealing with vendors/ liquor reps, money management, maintaining sanitary conditions for various areas of establishment (food prep areas, glasses and dinnerware)

MANAGER C.J.'S FAMILY TRADITIONAL RESAURANT & BAR

2010-2011

Food, beverage and bar manager. Duties included: helping owners with start-up of business, setting up vendor contacts, assisted with implementing food and beverage budget. Full service bartender, serviced approx. 400+ people in the course of a regular work week, Serving drinks to customers, liquor orders, dealing with vendors/ liquor reps, money management, maintaining sanitary conditions for various areas of establishment (food prep areas, glasses and dinnerware)

FOOD & BEVERAGE MANAGER SILVERWOOD

2005-2007

Food and beverage manager for Country BBQ and Hard Ice Cream Parlor. Duties included management of 28 employees, job training and education in regards to food prep, customer service, safe food handling practices, cross contamination prevention, technical job duties (proper technique for various jobs i.e.: scooping ice cream, cooking and serving food.)

EDUCATION

PANHANDLE HEALTH DEPARTMENT, HAYDEN, ID

FOOD HANDLERS CERTIFICATION

Acquired food handler's certification, certification current as of 2016

Exhibit "C" RE Resolution No. 16-026

EXHIBIT "B"

LAKELAND HIGH SCHOOL, RATHDRUM, ID

HIGH SCHOOL DIPLOMA

Graduate of class of 1980

REFERENCES | BRANDI LADUE, ASSISTANT DIETARY MANAGER

GUARDIAN ANGEL HOMES

(208)-262-6603

DAKOTA KLINKEFUS, ACTIVITY DIRECTOR

GUARDIAN ANGEL HOMES

(208)-561-1120

LEON ANDERSON, CHEF

NORTHSTAR RETIREMENT COMMUNITY

(208)-704-4480

COLLEEN CHURCH, CNA / CHEF

GUARDIAN ANGEL HOMES

(406) 382-0065

REFERENCE LETTER MWB



101 Ironwood Dr., Ste. 252 Coeur d'Alene, ID 83814

www.mountainwestbank.com

208.765.0284 Toll Free 800.641.5401 Fax 208.763.3410

April 25, 2016

To whom it may concern:

We originally helped The Buoy, LLC finance their operations over a year ago. Their professionalism, cleanliness of their facility, attention to detail, and customer service is top notch. Since their inception, I have had no problem referring customers to them for their food.

I look forward to helping them out in the future for other ventures they might have. I believe that based on their expertise in the customer service industry, they will do well in whatever venture they take on.

Sincerely,

Gavin Mobraten

VP - SBA Commercial Lender

REFERENCE LETTER COEUR D'ALENE RESORT & PITA PIT



April 22, 2016

To Whom It May Concern:

Please accept this letter of recommendation regarding Hayden Wake

The Concierge personnel have worked with Hayden Wake for the last ten years. We have found these young men to be very trustworthy, engaging and extremely knowledgeable with their business. Customer service is their <u>TOP</u> priority. Our guests have given us top reviews of their service, professionalism and quality of their business. Their work ethic exceeds our expectations and their attitude is always pleasant, professional and courteous. The Hayden Wake crew has an outgoing personality that our Guests enjoy. They are always reaching out to assist, guide or interact with our Guests. They are prompt, accountable and great to work with.

We strongly recommend Hayden Wake for any future endeavors or business venues.

Sincerely,

Donna J. Gable and The Concierge Team

The Coeur d'Alene Resort

Guest Service Manager



Corporate Headquarters 105 N. 4th Street, Suite 208 Coeur d'Alene, ID 83814 p 208.765.3326 f 208.667.7694

pitapitusa.com

To Whom It May Concern,

I have had the pleasure of working with and getting to know Corey Schneider over the past three years. Pita Pit Inc has proudly supported and sponsored Hayden Wake (wakeboard instruction and camp) in large part due to the good nature and ambition of Corey and his counterparts. He has provided countless kids and families with new opportunities in a positive and fun learning experience. Not only has he been professional and successful in growing his business, but he shines on a personal level as well. I have definitely been impressed many times by the way he interacts with children, adults and peers. I've gotten to know him on the mountain as well and have been impressed by all of the snowboarding events in which he participates. That willingness to put forth the effort and put himself out there really showcases his confidence and ambition.

It is amazing to meet a young adult that is as driven, trustworthy, creative, outgoing and as awesome to be around as Corey. I'm proud to have worked with him and know he will do great things with his talents, smarts and attitude for anyone who is lucky enough to have him on their team.

Jamie Denham

Director of Pita Gear

Pita Pit Inc., Pita Pit USA, Inc.

RE Resolution No. 16-026

Exhibit "C"

February 14, 2011

To Whom It May Concern:

Our family had the opportunity to spend two afternoons with "the boys" from Hayden Wake, including Gared Schneider and Corey Schneider in August of 2009. While staying at The Coeur D'Alene hotel we asked concierge services for fun and different outings for our (two) families with four teenagers and Hayden Wake was recommended.

From the phone call setting our reservation to the final departure we were treated very kindly and professionally. All of the teenagers and parents (not so young) were instructed in wakeboarding and wake surfing. The instructors were unbelievably patient, giving precise and detailed directions and spending the time with each student as needed. These guys had a way of completely connecting with the teenagers (they all were teenagers themselves); however, they also spoke very intelligently and professionally to the adults. Managing eight students, varied ages, on a boat with three instructors is not an easy task and could be chaotic. These young men executed it seamlessly and with safety in mind at all times. We had such a wonderful experience the first day that we booked a session for the next day.

Both of my children still talk about our time on the lake and what a great experience it was. I would strongly recommend Gared Schneider and Corey Schneider for employment positions with children of any age. It speaks highly of these young men when you consider the concierge of The Coeur D'Alene Resort is recommending them with so many outdoor adventure excursions available in the area.

Sincerely,

Sheri Vero Ocala, Florida

P.S. The local paper reported a story about these young entrepreneurs while we were on the boat. Impressive.







Q tom felln

Delete Junk Reply Reply

0

Reply All Forward

New Message

Note To Do

All N	Mailboxes Inbox Entire Mess	age From To Subject		
	From	Subject ▼	Date Received	Rank
,	TOTA T CHINAN	2 2 1	July 20, 2013	
5	Tom Fellman	Re: Polson	30.7	
	Tom Fellman	Re: Polson	July 16, 2012 12:57 PM	
	Robert Lohrman	Lake Powell Resorts & Marinas - Ord	July 6, 2014 8:30 AM	
5	Tom Fellman	Re: Lake Powell	August 14, 2013 5:22 AM	
	Robert Lohrman	Fwd: Itinerary for GARED SCHNEIDER	July 9, 2014 8:45 AM	
	Robert Lohrman	Fwd: Itinerary for GARED SCHNEIDER	July 9, 2014 8:44 AM	
	Essex Prescott	Fwd: Gared Schneider - Letter of Rec	October 17, 2011 11:19 AM	
	Tom Fellman	Re: Gared Schneider	August 1, 2013 6:35 PM	
	T F 11	E I DOUBLET AND FOR THOMAS	11 21 2012	MATRIALMANIA MATRIA

To: Gared Schneider <garedschneider@gmail.com>

----- Forwarded message -----

From: <thfellman@aol.com>

Date: Wed, Feb 16, 2011 at 9:16 AM

Subject: Gared Schneider - Letter of Recommendation

To: haydenwake@gmail.com

To Whom It May Concern,

This letter is to give my absolute recommendation for Gared Schneider. Gared and his brother spent a week last summer with my wife and me on our house boat, wake surfing instruction for that time.

Spending a week with someone on a small boat, you get to know them pretty well. I can honestly say that Gared is more than qualified to work at the summer can Not only is his knowledge of boarding exceptional, his personality makes him exactly the person you'd want working with kids, or anyone for that matter. Gared is 1 considerate, polite, caring, fun and extremely responsible.

Our experience with Gared was delightful. I am confident that you can find no better camp counselor than this young man.

Sincerely, Tom Fellman

EVIDENCE OF WORKER'S COMPENSATION

Policy Period

Entity Type

Limited Liability Company - LLC

Idaho State Insurance Fund

1215 W. State Street PO Box 83720 Boise, Idaho 83720-0044 (208) 332-2100 - (800) 334-2370

Workers Compensation and Employers Liability Insurance Policy

	110111			
	649960	05/19/2016	05/19/2017	
Information Page	Renewal/Rewrite of Policy Number			
1. Named Insured and Address	Agency Information			
Buoy LLC The	584			
PO Box 1478	Carlson Insurance Ag	ency Inc		
Hayden, ID 83835-1478	PO Box 2257	n		

Policy Number

Hayden, ID 83835 (208) 772-0130

Risk ID

Additional Workplaces not shown above:

Carrier No.

19992

Refer to Schedule of Locations Endorsement WC 99 06 02 (01-06)

2. The Policy Period is from 05/19/2016 to 05/19/2017 12:01 A.M. at the insured's mailing address.

FEIN

47-3372094

- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: IDAHO
 - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under part Two are:

Bodily Injury by Accident \$100,000.00 each accident
Bodily Injury by Disease \$500,000.00 policy limit
Bodily Injury by Disease \$100,000.00 each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE
- D. This policy includes these endorsements and schedules: SEE ATTACHED SCHEDULE OF ENDORSEMENTS
- 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All Information required below is subject to verification and change by audit.

SEE ATTACHED CLASSIFICATIONS OF OPERATIONS

Minimum Premium \$198.00 Total Estimated Annual Premium \$198.00

Deposit Premium/Initial Installment \$198.00

Installment Plan: One Pay Payment Plan

Premium Adjustment Period:

Annual

Semi Annual

Quarterly

Monthly

Issue Date: 04/11/2016 Underwriter: Kerry Benzen

Policy Declaration Number: 12746207

WC 00 00 01 A (05-88)

SELLER'S PERMIT

POST IN A VISIBLE PLACE

THIS PERMIT IS NOT TRANSFERABLE IDAHO STATE TAX COMMISSION SELLER'S PERMIT

THE BUSINESS NAMED BELOW HAS BEEN GRANTED THIS PERMIT, WHICH IS VALID UNTIL CANCELLED, REVOKED, OR SUSPENDED FOR CAUSE AS PROVIDED BY LAW.

ISSUED TO:
BUOY LLC THE
THE BUOY
8585 N WOODVINE DR
HAYDEN, ID 83835-6953

Permit Number: 004659538 Issue Date: 05/13/2015 Effective Date: 05/01/2015

EXISTING BEER & WINE LICENSES





Premise Number: K-18890

Retail Alcohol Beverage License

License Year: 2017

License Number: 18890

This is to certify, that

The Buoy LLC

doing business as:

The Buoy

is licensed to sell alcoholic beverages as stated below at: 90 W Sargent Drive, Hayden, Kootenai County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No

Yes \$50.00 Beer

On-premise consumption No

Kegs to go No

Restaurant No

Wine by the bottle Yes \$100.00

Wine by the glass No

Multipurpose arena No

Growlers No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

THE BUOY LLC

THE BUOY

PO BOX 1478

HAYDEN, ID 83835

Mailing Address

License Valid:

02/29/2016 - 02/28/2017

Expires: 02/28/2017





LICENSE

MENU SAMPLES



208.875.2253
@thebuoycda @ © © thebuoycda.com

How it works:

Order online or give us a call, Listen for your name, Pick up your order at the front of the boat, Enjoy!

Buffalo Blue Chicken Sandwich	\$ 8
Grilled Chicken Monetery Jack Cheese, Local Sesame Bun	•
Buffalo Blue Sauce, Lettuce, Ked Union, Iomaio	
Three Amigos Chicken Tacos	\$8
-3 Corn Tortillas, Onions, Cheese, Cilantro, Sour Cream	
Valentina Hot Sauce	\$7.5
The Buoy Burger	41.0
-Grilled 1/3lb Beef Burger, Cheddar Cheese, Mayo Lettuce, Red Onion, Tomato, Local Sesame Bun	
Mom's Magic Meat (less) Burg	\$7.5
1000 from egratch Veggie Patty. Monterey Jack Unlesse	,
Lettuce, Red Onion, Tomato, Local Sesame Bun, Mayo	
Cruisin' Chicken Sandwich	\$7.5
Arillad Chicken Monterey Jack Cheese, Buoy Kanch,	
Lettuce, Red Onion, Tomato, Local Sesame Bun	\$6.5
Far Out Chicken Quesadilla -Grilled Chicken, Cheese, side of Sour Cream and Sals	•
Salty's 1/41b All Beef Hot Dog	\$5
-Choice of: Cheese, Onions, Relish	•
Add Signature Fries w/ Buoy Ranch	§3.5
Add Signature Fries W. Cucy Danch	
Basket Signature Fries w/ Buoy Ranch	
Coors Light 160z \$4 Water \$1 Soda	\$1.5
Corona w/Lime Order In August 61	L'SA
Coors Light 160z \$4 Water \$1 Soda Corona w/Lime Order Ice Cream \$2 Mikes Hard 160z Online	777
The buowed a com forder	

Exhibit "C"



AFFIDAVIT

Request for Proposal · City of Coeur d'Alene

SAMPLE NON-COLLUSION AFFIDAVIT

STATE OF IDAHO 1 5.

County of Kootenai)

EssexPrescutt , being first duly sworn, on oath says:

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

Contractor P.

PHYLLIS J. HOAGLAND NOTARY PUBLIC

Notary Public for Idaho

Residing in Coeur d'Atene HAYDEN

Exhibit "C"



JOIN LET'S MOVE! TO BUILD A HEALTHY COMMUNITY AND RECEIVE NATIONAL RECOGNITION FOR YOUR EFFORTS

Let's Move! Cities, Towns and Counties (LMCTC) is part of First Lady Michelle Obama's comprehensive Let's Move! initiative, which is dedicated to reversing the childhood obesity epidemic within a generation. With funding from the Robert Wood Johnson Foundation, the National League of Cities (NLC) is providing technical assistance and tools to local elected officials who are participating in LMCTC and striving to build healthy communities.



HOW DOES IT WORK?

LMCTC helps local elected officials develop long-term, sustainable, and holistic strategies that promote improved nutrition and increased physical activity in their communities.

LMCTC unifies the efforts of cities, towns and counties across the country in pursuing five measurable and achievable goals, which were developed with input from local elected officials:

- Start Early, Start Smart: Provide children in early care and education settings with a healthy start.
- MyPlate, Your Place: Display MyPlate in city- and county-owned venues that serve fond.
- III. Smart Servings for Students: Increase participation in school breakfast and lunch programs.
- IV. Model Food Service: Adopt healthy food service guidelines at city- and countyowned venues that serve food.
- V. Active Kids at Play: Take steps to promote physical activity.

BE RECOGNIZED!

Participating communities are awarded bronze, silver, and gold medals for achieving specific benchmarks pertaining to each goal. Local elected officials from these communities are able to showcase their accomplishments and learn about the progress their peers make by visiting the initiative's website.

CITIES PARTICIPATING IN LMCTC BENEFIT BY:

- Receiving national recognition when they achieve LMCTC goals, including opportunities to be recognized by the First Lady
- · Gaining access to technical assistance from experts across the federal government and nonprofit sector
- · Having a variety of opportunities to learn what works at the local level
- · Sharing success stories and discussing challenges with peers in other communities
- · Participating in a national movement to build healthy communities for a healthy future

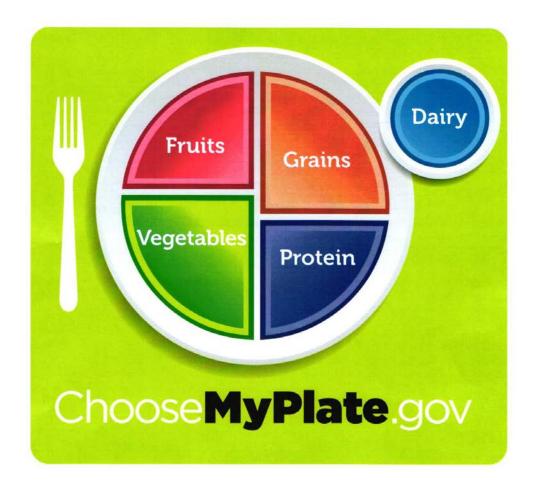
NLC is working in partnership with the U.S. Department of Health and Human Services, and with the support of the U.S. Department of Agriculture, the National Association of Counties and other nonprofit organizations, to assist local elected officials who join LMCTC as they implement policy and environmental changes to prevent childhood obesity.



Learn more about Let's Move! Cities, Towns and Counties by visiting: www.HealthyCommunitiesHealthyFuture.org

Resolution No. 16-026 E X H I B I T " C"

Exhibit "D"











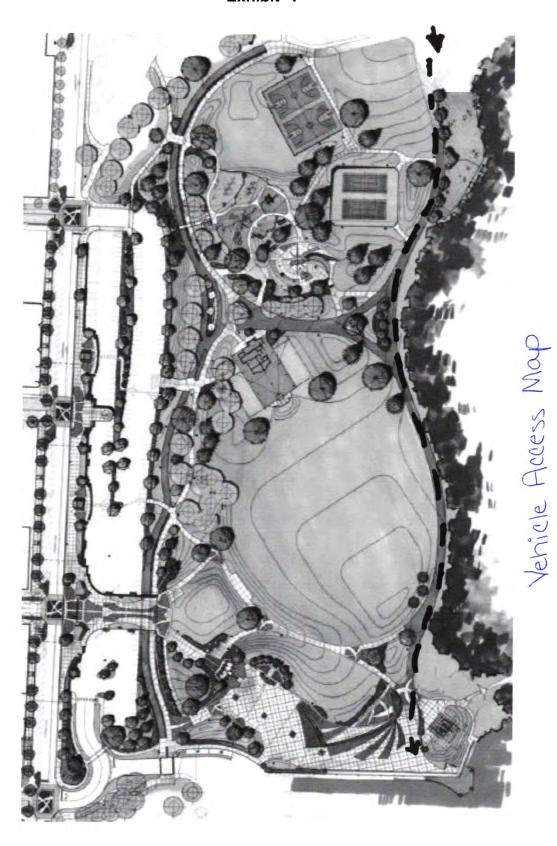
Resolution No. 16-026 E X H I B I T " C "

Exhibit "E"



Resolution No. 16-026 E X H I B I T " C "

Exhibit "F"



Resolution No. 16-026 E X H I B I T " C "

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: May 9, 2016

FROM: Gordon Dobler, Engineering Services Director

SUBJECT: Amendment # 1 to JUB Contract for Design and Construction

support services for design of the Medina-Ironwood and Emma-US

95 intersections

DECISION POINT

Staff is requesting Council approval of Amendment #1 to the Professional Services Contract with JUB, for design and construction administration of the Medina St – Ironwood Dr. Intersection and the Emma-US 95 intersection.

HISTORY

The extension of Medina Street to Ironwood Dr., the signalization of that intersection, and the signalization of the Emma US-95 intersection are part of the master plan improvements to area around Kootenai Hospital and the Interlake facilities. JUB is recommending that these intersections be constructed in conjunction with the Ironwood / 95 modifications in order to maintain adequate access to the Hospital and the Interlake facilities.

FINANCIAL ANALYSIS

The design fee for the Medina intersection is \$123,500. The conceptual estimates for construction of the intersection range from \$400,000 to \$600,000. Additional expenditures by the adjacent property owners will be necessary in order to reconfigure the parking lots to accommodate the new access points. It is expected that the City's proportionate share for design and construction would not exceed \$250,000, including the current request. The construction funds will be budgeted in the next fiscal year. Staff will bring forward a cost sharing agreement in the next few months.

The design fee for the Emma intersection is \$128,500. However, ITD was successful in procuring an additional \$600,000 to fund the design and construction of the new signal.

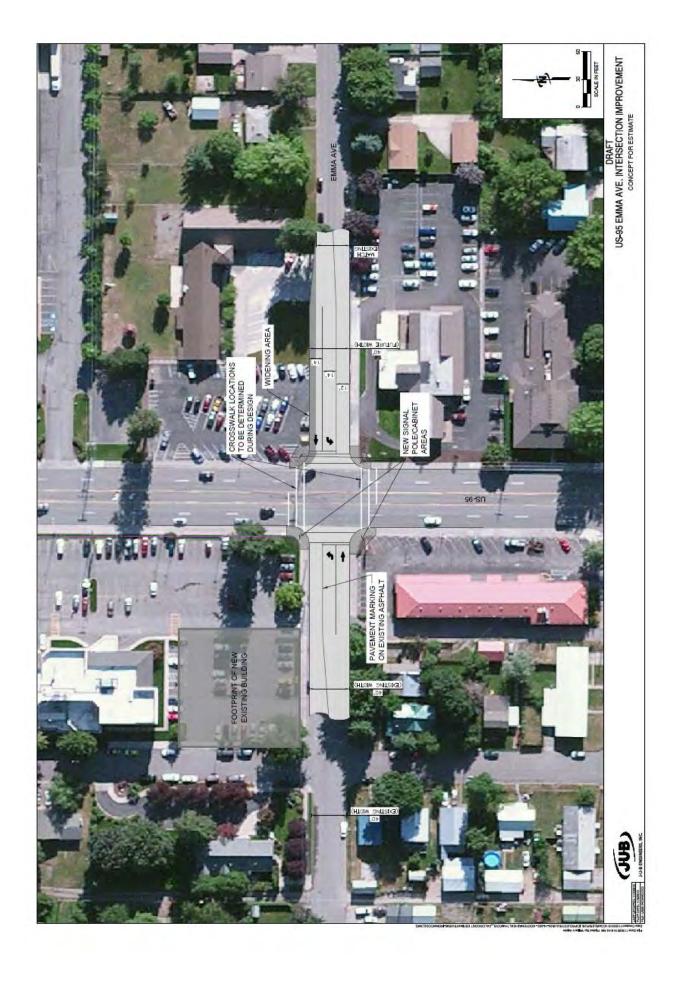
Funds for this Medina portion of this amendment will come from a reallocation of impact fees already budgeted in the current CIP plan. Specifically, the widening of Kathleen Ave. and the final design of 15th street had to be postponed, so that frees up another \$425,000.

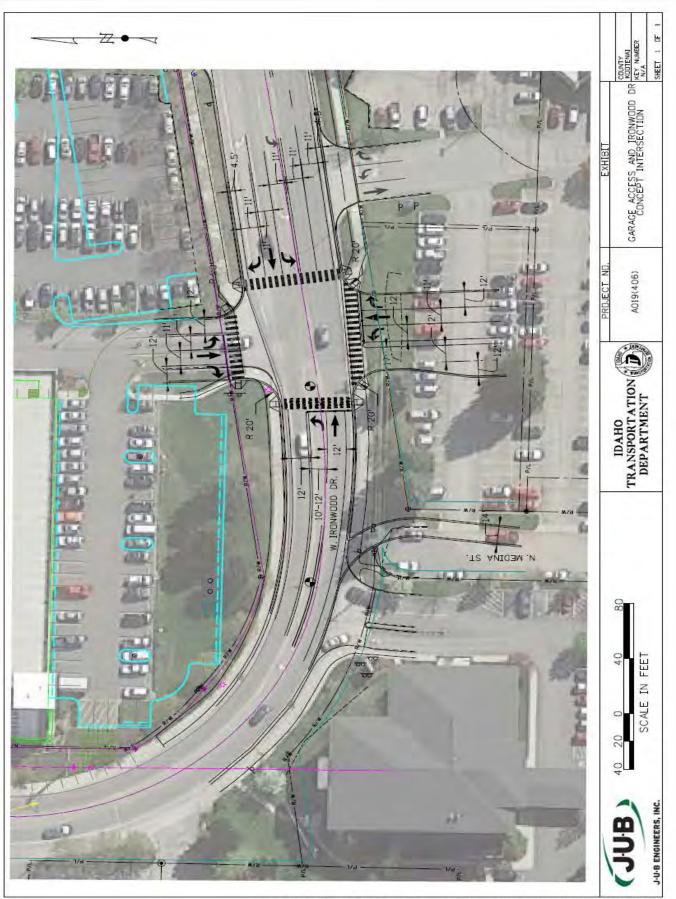
Funds for the Emma portion of this amendment will be reimbursed by the State. Staff will be bringing forward an amendment to the cooperative agreement which will reflect this.

The cooperating partners, Kootenai Health, Parkwood Properties, and the City, are moving forward with design and construction of these intersections. Design will be completed this fall so that construction can take place concurrent with Ironwood -95 intersection. The modifications to the Ironwood-95 intersection will preclude left turns in and out of these facilities until the Medina and Emma intersections are constructed. Therefore, constructing the new intersections is a high priority.

RECOMMENDATION

Staff recommends the approval of Amendment #1 to the JUB Professional services contract, for the design of the Medina – Ironwood and Emma US-95 intersections.







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

Authorization for Additional Services

C	LIENT:	City of Coeur d'Alene				
P	roject Name:	Prime Agreement - Ironwood - US95	Intersection Improvements			
J	-U-B Project Number:	New PN 20-16-036 Medina and 20-16	6-037 Emma (Prime Agreement 20-15-066)			
1.	J-U-B ENGINEERS, In existing Agreement for	c. (J-U-B). These Additional Services a	the project referenced above have been or will be provided by the a supplement to the scope of services contained in J-U-B's lated October 20th, 2015. All other TERMS AND CONDITIONS of the No. 15-058			
	The additional servi Ironwood Drive and	ces will be assigned two new J-U-B projection. 20-16-037	wo additional signals at the next intersections at Medina and Emma. ect numbers for funding source tracking. 20-16-036 will be for the 7 will be for US-95 and Emma Avenue Intersection. See City of nd Medina Avenue Intersection & US-95 & Emma Avenue			
2.	Verbal Authorization by Services by:	/ CLIENT, if Applicable. J-U-B was verb	pally authorized by the CLIENT to provide these Additional			
	Name		Date			
3.			w, J-U-B will provide these Additional Services on a time and cable, the billing rates established in the initial Agreement for			
	Other Basis for Payme	nt:				
	Tasks 1 to 5 – Surve Tasks 6 & 7 - Biddin	Drive and Medina Avenue Intersection by through 100% Bid Package - Lump Sig Through Construction and expenses - ent Reserve Fund - \$10,000	um \$69,400			
		nd Emma Avenue Intersection (ITD proje by through 100% Bid Package - Lump St				
4.		Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:				
	See Scope of Service					
	Dated this day of,					
	CLIENT	J-U-B ENGINEERS, Inc.				
	By: Project Representati	ve or Authorized Signatory for	By: Styling Project Representative or Authorized Signatory for J-U-B 7825 Meadowlark Way			
			Coeur d'Alene, ID 83815			
	Drint or Type Neme	and Title	STEPHEN P. JAMES, PE, AREA MANAGES Print or Type Name and Title			
	Print or Type Name	and the	First Of Type Name and Title			

City of Coeur d'Alene, Idaho Scope of Services Ironwood Drive and Medina Avenue Intersection & US-95 and Emma Avenue Intersection

Kootenai Health, Parkwood Properties, Idaho Transportation Department, City of Coeur d'Alene, Idaho

Ironwood Drive and Medina Avenue Intersection Overview

Background

Since 2014, Kootenai Health has been undergoing a major expansion. J-U-B ENGINEERS, Inc. (J-U-B) was hired to prepare a transportation master plan for the Kootenai Health Campus and continues to design the intersection improvements at Ironwood Drive and US-95 as identified in the transportation master plan. To continue to implement the master plan, an intersection at the parking garage access on Ironwood Drive in the vicinity of Medina Avenue is planned. With continued growth at the medical campus and revised access to the Interlake Building and the Kootenai Health campus, the intersection at Medina is a critical element to accessing the medical campus north and south of Ironwood Drive. The Medina Intersection project will incorporate the recommended intersection layout from the transportation master plan, additional parking garage lanes, and modification to the south leg approach into the Interlake Building site. This project will prepare the construction plans, specifications, and bid package for the recommended improvements and will include stormwater revisions, bike lanes, utility relocations, and right-of-way determination/ acquisition needs. This intersection improvement project is funded by the City, Kootenai Health and Parkwood Properties.

This improvement is a key element of the ultimate Master Plan strategy as it consolidates access for both Kootenai Health and Interlake Building campuses, signalizes those maneuvers, and completes the plan to provide north-south connectivity to other streets in the grid, namely Emma Avenue. As described in the safety and traffic operations analyses, the presence of six full access approaches between the s-curve and US-95 along Ironwood Drive degrades safety and adds to already congested conditions. This signalized intersection would provide full accessibility to the hospital and to the Interlake Building campus and provides protected signal phases for traffic to ingress and egress Ironwood Drive. This signalized intersection would be located a sufficient distance away from US-95 so queues from both intersections would not interfere with one another.

Recommended Improvements and Project Description

In general, the project begins on Ironwood Drive near the s-curve (approximately 900 feet west of US-95) and terminates at the limits of the US-95 and Ironwood Drive intersection improvement project (approximately 500 feet west of US-95 on Ironwood Drive). This project will create a signalized intersection on Ironwood between the Kootenai Health parking garage and the Parkwood Properties Interlake Building/property south of Ironwood Drive east of Medina Avenue, circuitously connecting Ironwood Drive and Medina Avenue. Planned design elements for the Medina Avenue and Ironwood Drive intersection includes 3 lanes northbound (left, thru, right), 3 lanes southbound (left, thru, right), 2 lanes eastbound (thru, left) and 3 lanes westbound (left, thru, right). An additional eastbound right turn

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lane is still in discussions and will be vetted out during the concept phase. It also includes associated items such as utility relocation, new curb, gutter, and sidewalk, pavement restoration, and pedestrian features. New pedestrian ramps will be designed in accordance with the Americans with Disabilities Act (ADA). Improvements to Ironwood Drive approach legs will be only those required to accommodate and tie into improvements at the intersection locations. Any landscape enhancement will be the responsibility of the adjacent property owners.

J-U-B will prepare up to two more concept iterations (including the final concept) for the team review and input, preliminary design (60% design review), then final design (95% design review) and bid package preparation (100% City formatted bid package - plans, specifications and an engineer's opinion of cost). The City, Kootenai Health, and Parkwood Properties will be part of the review team to provide design review comments at the 60% and 95% phases of this project design. The City will review and approve the 100% package for bidding. The project will be designed to City standards, advertised and construction will be administered by the City based on City requirements.

The conceptual cost estimate for design, construction, construction oversight services, and right of way for this project is between \$700,000 and \$900,000 based on prior concept work and may be further reduced as the concept and design evolves.

Project Consultant Team

The following is the consultant team for the Project:

J-U-B - Project Management; Project Controls, Utility Coordination; and Intersection and Street Design

Right-of-Way Appraisal and Acquisition Services – The City of Coeur d'Alene will manage this process and ROW acquisition services is not included in this scope of services. J-U-B will provide design support as defined in the scope.

Strata – Only if needed and added by supplemental agreement.

Environmental Documentation – No environmental documentation, reports or permits are anticipated.

Geotechnical investigations from the adjacent Ironwood and US-95 project will be used for this project. The resulting pavement design may be modified during the design process.

Ironwood Drive and Medina Avenue Intersection Scope of Work

1. Project Administration

1.1. Monthly Invoices

Monthly invoices will be prepared to summarize work completed for each invoice period. The duration of the design for this Project is anticipated to be approximately four (4) months.

1.2. Project Meetings

The previously completed traffic study and recommendations and concepts as approved by the City of Coeur d'Alene will be used as the basis of design. Project meetings will be conducted with the City,

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Kootenai Health and Parkwood Properties on a monthly basis to seek input and provide updates on the status of the project.

1.3. Design Review Meetings - Preliminary (60%), Final (95%), and Construction Documents (100%)

At design milestone of 60%, 95%, and 100%, the consultant Project Manager and Project Engineer will meet with project team. These meetings will be held to discuss specific design items and public comments.

2. Surveying, Data Collection & Revise Concept

2.1. Gather Existing Record Drawings

Collect existing record drawings and as-constructed drawings from the City.

Coordinate with the City and the utility one-call service to have underground utilities marked prior to survey.

Research survey records to identify existing survey monuments within the Project area. Found monuments will be located and preserved or referenced for replacement after construction is complete in accordance with Idaho State Law.

2.2. Perform Field Survey

Perform a topographic survey of the Project corridor beginning on Ironwood Drive near the s-curve (west side of the parking garage) tying into the existing topo for the Ironwood and US-95 project. Survey will be collected on the north and south sides of Ironwood Drive for approximately 200 feet from the future intersection location approximately 100 feet wide.

Extend project control and benchmarks on City datum.

Acquire topographic survey data for design within the Project limits. Features located will include:

- Utilities, including sewer and storm water invert elevations where possible
- Roadway features, including curb/pavement elevations and grades
- Roadway striping
- Trees and landscaping including tree canopy diameter as well as trunk diameters
- Driveways
- Pedestrian ramps
- Signs / Signals
- Ironwood Drive Building corners

Boundary / Right-of-Way Survey:

Provide supplemental survey to the existing right-of-way (ROW) lines adjacent to the project. ROW
lines will be shown on the resulting topographic base map, and used for design and preparing legal
descriptions for easement procurement.

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- Conduct a field survey to reference existing property pins on or adjacent to the Ironwood Drive ROW and within the project limits.
- Title reports from the previous Ironwood and US-95 project will be used.
- Locate and show on the resulting topographic base map the existing property lines as they intersect the public right-of-way and found monumentation.

2.3. Process Field Survey and Prepare Topographic Map (CAD)

Prepare an updated topographic base map for design purposes that incorporates information collected from the Ironwood & US-95 project in addition to the new topo data.

2.4. Legal Descriptions & Exhibits

Once limits of construction are identified (between 60% Preliminary Design and 95% Final Design as described below), J-U-B will prepare legal descriptions and exhibits (up to three parcel legal descriptions) for city identified parcels depicting the proposed ROW and permanent and/or temporary construction easements for the project. These documents will be provided to the City to prepare the conveyance documents.

2.5. Revise Concept

J-U-B will start with the previously completed concepts for both Ironwood and adjacent parking lots. Those concepts will be reviewed and used as a starting point for this project. The multiple concepts, discussions and ideas will be compiled into a new Medina Intersection and parking lot access master plan concept for the team's review and comment.

- J-U-B will prepare up to two more iterations for review and comment by the team.
- A final master plan concept will be published. The preliminary design work will begin after the team will has accepted a final Medina Intersection concept plan.
- An engineer's opinion of probable cost will be prepared for the approved concept plan.

3. Preliminary Design (60%)

J-U-B will complete a preliminary (60%) design for the intersection based upon the City approved concept.

The following work elements will be performed in the Preliminary Design (60%) process:

- **3.1.** Prepare horizontal plan revisions and a preliminary vertical alignment. Separate curb and gutter profiles will be required for both sides of Ironwood Drive. Pedestrian ADA ramps be replaced where removed due to adding the intersection and where ramps are not compliant with ADA standards within the Project to meet (ADA) requirements.
- **3.2.** Utilities requiring relocation will be included in the roadway plans. J-U-B will contact utilities and provide one set of preliminary design plans and cross sections for review and comment by each utility.
- **3.3.** Design sidewalk. All disturbed sidewalks will be replaced. New sidewalks will be designed in accordance with City of Coeur d'Alene Standards.

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- **3.4.** Identify bicycle considerations. Bike facilities as identified in the campus master plan and City streets master plan will be designed and included in the preliminary design package.
- **3.5.** J-U-B will prepare a preliminary set of signal plans including Signal head layout, pole / mast arm locations for City review. J-U-B will start coordination with the City on the preferred signal equipment. Roadway lighting will be reviewed, revised and supplemented as needed for the new intersection. Lighting level analysis is not anticipated.
- **3.6.** Coordination with Avista will start for the new signal and lighting power service.
- **3.7.** An engineer's opinion of probable cost will be prepared for the 60% design.
- **3.8.** The 60% design will go through an internal QC review and revision process. The QC review will be completed by a senior engineer with relevant experience to the work being performed.
- **3.9.** A 60% design package will be prepared and submitted to the City, Kootenai Health and Parkwood Properties. J-U-B will attend a design review meeting with the City as outlined in scope item 1.3.

4. Final Design (95%)

Resolution No. 16-026

- **4.1.** Final design will incorporate 60% design review comments. J-U-B will summarize the comments and provide written responses to each comment. The J-U-B formatted Final Design plan sheets and documents for City bidding generally includes the following:
 - a. Prepare title sheet with vicinity map.
 - b. Prepare roadway typical sections.
 - c. Prepare Roadway plan and profiles Horizontal geometry will be shown depicting road lanes, curb lines, bicycle facilities, ramps, and sidewalks as needed.
 - d. Prepare traffic signal plan sheets including conductor schematic plans.
 - e. Roadway lighting layout modifications and conduit and conductor sizing and routing will be incorporated into the signal plans.
 - f. Prepare signing, pavement marking and details.
 - g. Traffic control plan and construction phasing plans will be prepared. Ironwood Drive will need to remain open during construction.
 - h. A SWPPP is not anticipated or included.
 - i. Prepare front end bidding document, specifications and special provisions (bid package) using City and Idaho Standards for Public Works (ISPWC) standards.
 - j. Prepare engineer's opinion of probable cost.
 - k. Prepare contract time determination and draft construction schedule.
- **4.2.** The 95% design will go through an internal QC review and revision process.
 - a. Conduct internal QC/QA. The final design will undergo an internal quality control review by a senior engineer.

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- b. Complete revisions based on QC/QA comments.
- c. Submit package for final design review.
- d. Attend the final design review in Coeur d'Alene and prepare notes of meeting as outlined in scope item 1.3.
- e. Compile final design review notes from the City, Kootenai Health and Parkwood Properties.

5. Contract Documents (100% Bid Set)

- **5.1.** It is anticipated that the City will advertise and bid the project. J-U-B will update the contract documents and prepare a City bid package.
- **5.2.** Final design review comments will be summarized and incorporated into project specifications and plans prepared for the City.
- **5.3.** Perform an internal QC/QA review of the bid set.
- **5.4.** The 100% bid package will be submitted to the City, Kootenai Health and Parkwood Properties.

6. Bidding and Award

- **6.1.** Advertise Bid The City will place two advertisements (text provided by J-U-B) for bidding in accordance with Idaho Code. J-U-B will provide bid packages to contractors for bidding via Quest CDN web bidding, address bidding questions, and issue addendums as needed.
- **6.2.** Award Project J-U-B will review bid documents supplied by contractors and provide a bid evaluation and agreement package to the City for selection of a contractor and award for site construction.

7. Construction Management

Prepare the final agreement between the selected contractor and the Client, notice of award, notice to proceed, submittal reviews, field orders, and change orders as needed.

- **7.1.** Construction Observation Full time construction observation is not anticipated to be during construction activities unless required by permits. However a construction observer or project engineer will make site visits as required by the Client to meet project needs. Project observer time is assumed to be 4hrs per day for 30 working days.
- **7.2.** J-U-B will provide construction staking for Civil Plans. Staking will include pole locations, curb offsets, centerline pavement crown for subgrade and Base elevations.
- **7.3.** J-U-B will provide submittal review for materials as specified in the bid documents. The Client will review or provide feedback on acceptance or rejection for any submittals not conforming to the bid documents for potential material substitutions.

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- **7.4.** Construction Management Services J-U-B will perform construction management services during the construction phase of the project. J-U-B design engineer, with the project engineer oversight, will monitor the project is for completion in accordance with the specifications.
- **7.5.** J-U-B will prepare recommendations for payment from contractor applications for Payment, Change Orders and field order as needed.
- **7.6.** J-U-B will coordinate Final Construction Closeout.

8. Management Reserve Fund

A Management Reserve fund will be set up for additional services. This fund will only be used when authorized by the City in writing.

COMPENSATION SUMMARY

J-U-B Engineers, Inc. shall provide services in connection with the terms and conditions of this Agreement and the CLIENT shall compensate the ENGINEER therefore as follows:

J-U-B Project Number 20-16-036 (Ironwood Drive and Medina Avenue Intersection)

Tasks 1 to 5 – Survey through 100% Bid Package – Lump Sum	\$69,400
Task 6 & 7 Bidding Through Construction and expenses – T&M Estimate	\$44,100
Task 8 – Management Reserve Fund	\$10,000

The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period. The Portion of the Time and Materials work will be billed monthly at J-U-B actual hourly rates. If the period of service for the task identified above is extended beyond 10 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for annual salary adjustments.

SCHEDULE

Resolution No. 16-026

The team's goal is to have the 100% bid package ready by February 2017. Bidding and award by the City is anticipated to occur in the winter or early spring of 2017 with a construction notice to proceed in the summer of 2017. The project construction schedule will be coordinated with the adjacent Ironwood and US-95 project.

END OF IRONWOOD DRIVE AND MEDINA AVENUE INTERSECTION SCOPE

4/14/2016

Ironwood Drive and US-95 Intersection Improvements City of Coeur d'Alene

Total

\$ 11,210.59 \$ 21,177 19 GATEWAY MAPPING INC. 1,047.35 1 571 02 OTHER J-U-B COMPANIES Admin ₩ 772.35 THE LANGDON GROUP PLS 1,601.07 ගි PLS2 \$ 2,598.38 2 Person Survey J-U-B ENGINEERS, INC. 562 05 \$ 1,063 47 \$ 3,098 36 \$ 8,182 88 \$ 7,223 08 2,661 14 Drafter/Tech 474 37 \$ 4,743.70 Design Engineer \$ 797.60 \$ 4,573.77 \$ 2,803,28 Project Engineer 265.87 QA/QC ENGINEERING/PLANNING SERVICES COST PROPOSAL Project Manager 3,793.83 1,405 12 Medina Avenue and Ironwood Drive Intersection Design 3 Street Design - Preliminary Design (60%) - (Phase 1) Gather existing record drawings (utility & roadway) Perform field survey Surveying, Data Collection & Revise Concept package and submit 60% review to City/ITD 2.4 Legal Descriptions and Exhibits (3) J-U-B Project Manager: Brad Marshall Project Administration (Phase 1) Client Contact: Gordon Dobler Project Meetings Design Review Meetings Labor-Hour Estimate QC review and revisions Client: City of Coeur d'Alene 2 utility & utility contact sidewalks ped ramps bicycle facilities Process field survey 60% signal plans Monthly Invoices SUBTOTAL (\$) SUBTOTAL (\$) lighting changes SUBTOTAL (\$) 2.5 Revise Concept DESCRIPTION 3.1 horz vert, ADA opinion of cost Date: 4/14/2016 TASK

16,850.89

ENGINEERING/PLANNING SERVICES COST PROPOSAL

	Improvements
City of Coeur d'Alene	Ironwood Drive and US-95 Intersection Ir

Meo Clier	Labor-Hour Estimate Medina Avenue and Ironwood Drive Intersection Design Client: City of Coeur d'Alene Client Gordon Dobler	ction Design			C and	J-U-B ENGINEERS, INC.	INC.	ගි	LANGBON GROUP AJUR COMPANY OTHER J-U-E	B COMPANIES	GATEWAY MAPPING INC. s.J.U.B. Company
Date	J-v-is Project manager: Brad marsnall Date: 4/14/2016										
		Project Manager	er QA/QC	Project Engineer	Design Engineer	Drafter/Tech	2 Person Survey	PLS2	PLS	Admin	Total
TASK NO.	K DESCRIPTION										
4 4 4 2	4 Street Design - Final Design (95%) - (Phase 1) 1 Incorporate 60% agency review comments 8 then prepare 95% plans 2 QC, revise and submit 95% documents										
	SUBTOTAL (\$)	\$ 562.05	5 \$ 1,063.47	\$ 1,180.33	\$ 4,743.70	\$ 3,42146	69	89	\$ 154.47	\$ 34912	12 \$ 11,474.59
2 2 2	5 Contract Documents (100% Set) - (Phase 1) 5.1 Incorporate 95% agency review comments 5.2 Perform an internal QC/QA Reivew 5.3 Prepare 100% Bid Package										
	SUBTOTAL(\$)	\$ 562.05	5 \$ 159520	\$ 1770.49	\$ 2,609 04	\$ 1,900 81	69	69	\$ 154.47	8	\$ 8,592.06
မ မ	6 Bidding and Award · (Phase 2) 6.1 Advertise Bid 6.2 Award Project							Tasks 1-5	Tasks 1-5 Survey & Design Subtotal (Phase 1)	Subtotal (Phase	1) \$ 69,305.32
	SUBTOTAL (\$)	\$ 562.05	5 \$ 265.87	\$ 2,360,66	\$ 2 846 22	\$ 380.16	.	69	\$ 308.94	\$ 1,047.35	35 \$ 7,77124
7 7 7 7 7 7 7 7 4 7 4 7 5 7 5 7 5 7 5 7	7 Construction Management (Phase 2) 7 I Construction Observation 7 2 Construction Staking 7 3 Submittal Review of Materials Specified 7 4 Construction Management Services Prepare Rocommendations for Payments, Field 7 5 Orders, and Change Orders as Needed 7 6 Coordination Final Construction Closeout										
	SUBTOTAL (\$)	\$ 1,124,10	9	\$ 3,836.07	\$ 11,384 88	\$ 12,545.35	\$ 5.196.75	\$ 457.45	\$ 617.88	8 \$ 698.23	23 \$ 35,860.71
							Tas	iks 6 & 7 Bid ar	Tasks 6 & 7 Bid and Construction Subtotal (Phase 2)	Subtotal (Phase	2) \$ 43,631.95

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4/14/2016

City of Coeur d'Alene Ironwood Drive and US-95 Intersection Improvements

ENGINEERING/PLANNING SERVICES COST PROPOSAL

Labor-Hour Estimate

Medina Avenue and Ironwood Drive Intersection Design Client: City of Coeur d'Alene

Client Contact: Gordon Dobler J-U-B Project Manager: Brad Marshall Date: |4/14/2016



J-U-B ENGINEERS, INC.













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		Project Manager	QA/QC	Project Engineer	Design Engineer	Drafter/Tech	2 Person Survey	PLS2	PLS	Admin	Total
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	Management Reserve Fund		Cost							Subtotal	
	GPS		\$ 240.00							\$ 240.00	
	Mileage for design and construction Est 40 trips	8 mile round trip	\$ 200.00							\$ 200.00	
	Expenses Subtotal (\$)									Expenses (T&M)	\$ 440
1	Monagement Decore Find		640,000,00							1	
			מיייים איייים איייים							00:000:00	
	х						Pha	se 1 - Survey	Phase 1 - Survey and Design \$	\$ 69,400	Lump Sum
						Ph	ase 2 - Bid, ,	Award and C	Phase 2 - Bid, Award and Construction \$	\$ 44,100	T&M
							Ma	nagement R	Management Reserve Fund \$	\$ 10,000	T&M
					100		1	PRO.	PROJECT TOTAL	\$ 123,500	

US-95 and Emma Avenue Intersection Overview

Background

In addition to the Ironwood Drive and Medina Avenue intersection improvements initiated by the transportation master plan for the Kootenai Health Campus, the US-95 and Emma Avenue signalization was part of the master plan. J-U-B worked with Kootenai Health, Parkwood properties and the City to prepare a document and funding request to the Idaho Transportation Department (ITD) describing the need and background of Emma Signal as determined in the transportation plan and the safety and mobility benefits of installing a signal at US-95 and Emma Avenue in Coeur d'Alene.

This intersection has recently secured funding through the ITD that expanded the ITD KN 19508 US-95, Ironwood Intersection project to include the intersection of US-95 and Emma Avenue. This intersection improvement project is funded by ITD.

Recommended improvements include a new signal, new lane configurations adding left turn lanes on Emma, widening on the westbound approach (north side only), and new pavement markings per the exhibit submitted with the funding request, changing the Two Way Left Turn Lane on US-95 into a left turn bays at Emma. This design project will prepare the ITD formatted construction plans and specifications for the recommended improvements and will include, identification of potential utility relocations, and right of way determination.

Recommended Improvements and Project Description

The US-95 and Emma Avenue portion of the project generally begins a couple hundred feet south of Emma on US-95 and terminates a couple hundred feet north of Emma on US-95. The purpose of the inclusion of improvements on US-95 are primarily for adding left turn bay pavement markings on US-95. Most of the improvements will be isolated to the intersection and widing on the westbound leg of Emma. Planned design elements also include, Emma lane reconfiguration, and the new signal. It also includes associated items such as utility relocation identification, new curb, gutter, and sidewalk, pavement restoration, and pedestrian (ADA) features. Improvements to US-95 approach legs will be isolated to new curb radius tie-in revisions to Emma Avenue.

Project Consultant Team

The following is the consultant team for the Project:

J-U-B - Project Management; Project Controls, Utility Coordination; and Intersection and Street Design

Right-of-Way Appraisal and Acquisition Services – The City of Coeur d'Alene will manage this process and ROW acquisition services is not included in this scope of services. J-U-B will provide design support as defined in the scope.

Strata – Phase 1 Waiver update letter request, combined Phase 2/3 addendum, Phase IV addendum, Phase V report supplement to the work already under agreement for US-95 and Ironwood Drive.

Environmental Documentation – Prepared by the Idaho Transportation Department with support from J-U-B as defined in this scope. project will be used for this project. The SWPPP was omitted from JUB services on prior agreements and now J-U-B will prepare the draft SWPPP for the project including Emma and Ironwood.

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US-95 and Emma Avenue Intersection Scope of Work

1. Project Administration

1.1. Monthly Invoices

Monthly invoices will be prepared to summarize work completed for each invoice period. The duration of the Project for administration purposes is anticipated to be approximately three (3) months. Refer to the Schedule at the end of the scope.

Monthly project summaries will be provided to highlight work completed and the upcoming schedule for each time period.

1.2. Project Meetings

The previous traffic study, funding request package and recommendations will be used as the basis of design. Project meetings (2) will be conducted with the City and ITD to seek input and provide updates on the status of the project.

1.3. Design Review Meetings - Final (95%), and PS&E Construction Documents (100%)

At design milestone of 95%, and 100%, the consultant team will meet with City and ITD staff. These meetings will be held to discuss specific design items and comments.

2. Surveying and Data Collection

2.1. Gather Existing Record Drawings

Collect existing record drawings and as-constructed drawings from both ITD and the City.

Coordinate with the City and the utility one-call service to have underground utilities marked for survey. Due to the expediency required to add this design into the bid package. We are anticipating a second survey field trip to collect utility locates.

Research survey records to identify existing survey monuments within the Project area. Found monuments will be located and preserved or referenced for replacement after construction is complete in accordance with Idaho State Law.

2.2. Perform Field Survey

Perform a topographic survey of the Project corridor beginning on US-95 for approximately 200 feet from the intersection. Emma Avenue topo will include approximately 300ft for wideing, drainage and new pavement markings as described in the overview above.

Establish Project control and benchmarks on City datum.

Acquire topographic survey data for design within the Project limits. Features located will include:

- Utilities, including invert elevations where possible
- Roadway features, including curb/pavement elevations and grades
- Existing roadway pavement markings

Resolution No. 16-026

9

- Trees and landscaping near the intersection corners and the north side of the westbound leg of Emma Avenue.
- Driveways
- Pedestrian ramps
- Signs
- Geotechnical boring locations (if required).

Boundary / Right-of-Way Survey

- Survey the existing right-of-way (ROW) lines adjacent to the project. Lines will be shown on the
 resulting topographic base map, and used for design and preparing legal descriptions for acquisition
 or easement procurement.
- Conduct a field survey to collect existing property corners monuments on or adjacent to the Emma ROW and within the project limits.
- Purchase 4 title reports to review existing right-of-way and provide copies to the City for their use in any acquisitions.
- Locate and show on the resulting topographic base map the existing property lines as they intersect the public right-of-way and found monumentation.

2.3. Process Field Survey and Prepare Topographic Map (CAD)

Prepare a Microstation topographic base map for design purposes.

2.4. Proposed Right-of-Way and Parcel Information

Existing Right-of-way and parcel information will be reviewed for determining existing right-of-way and design purposes and to identify new ROW needs.

2.5. Legal Descriptions & Exhibits

Once limits of construction are identified, prepare legal descriptions and exhibits (up to four parcel legal descriptions) depicting the proposed ROW and permanent and/or temporary construction easements for the project. These documents will be provided to the City and their preparation of the conveyance documents.

3. Street Design

3.1. Preliminary work

- A. The concept exhibit prepared for the funding package will be used as a basis for the final design package. This information will be incorporated into the existing design files. Setup new files and conduct research and an internal kickoff team meeting for the additional signal.
- B. Utilities that will be impacted by the project will be identified.

Additional traffic modeling or analysis would be considered an additional service once defined and if needed. A separate signal warrant analysis is not anticipated.

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3.2. Final Design (95%)

The ITD formatted Final Design plan set and submittal generally includes the following:

- A. Prepare horizontal plan and vertical alignment and/or spot elevations for short curb lengths. Curbs tying into US 95 will be reset at new elevations, as necessary, for drainage along with reconstruction needs. Pedestrian ADA ramps be replaced when removed due to widening and where ramps are not compliant with ADA standards within the Project to meet the Americans with Disabilities Act (ADA) requirements. Sidewalks, ADA ramps, and urban approaches within the US95 ROW will be designed to meet State standards.
- B. Utilities requiring relocation will be included in a separate set of Utility Plans consistent with ITD design guidelines. J-U-B will contact utilities and provide one set of preliminary design plans for review and comment by each utility per the ITD Guide for Utility Management manual. Due to the quick turnaround requirements for this segment of the full project, JUB will work to secure supplemental confirmation via email from each utility that they are willing to extend the signed waivers for Ironwood to include Emma Avenue.
- C. It is not known if Utility Agreements are needed at this time, so any agreement services by JUB will be by supplemental agreement.
- D. All disturbed sidewalks will be replaced. New sidewalks will be designed based on the dimensions provided in the City of Coeur d'Alene Standards. Pedestrian ramps in the ITD ROW will be designed to ITD standards.
- E. No bike facilities will be included with these improvements.
- F. J-U-B will coordinate with ITD regarding traffic signal equipment. It is assumed that the same signal equipment specified for Ironwood will be used at Emma. The signal at Emma may be interconnected with Ironwood.
- G. Roadway lighting is only anticipated at the intersection and will be incorporated into the signal plans.
- H. A draft set of traffic control and construction phasing plans will be prepared.
- I. The following sheets are anticipated to be inserted into or updated in the US95 and Ironwood design plan set.
 - a. Title sheet update
 - b. ITD Standard drawing index update
 - c. Vicinity map update
 - d. Project clearance summary update as needed
 - e. ITD Summary sheets update
 - f. Typical sections update

Resolution No. 16-026

- g. Insert Emma Plan and profiles lanes, curb lines and sidewalks as needed
- h. Insert Emma Traffic Signal plans including conductor schematic plans

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- i. Insert Emma intersection lighting layout and conduit and conductor sizing and routing will be incorporated into the Emma signal plans.
- j. Insert sign erection specifications
- k. Insert signing, pavement marking and details
- I. Update sign removal plan if needed.
- m. Traffic control plan and construction phasing plans will be updated
- n. SWPPP plans update
- J. Prepare a draft SWPPP that will address both Ironwood and Emma.
- K. Update written specifications and special provisions, including environmental mitigation requirements as provided by ITD.
- L. Update Engineer's opinion of probable cost in Estimator™
- M. Update contract time determination and draft construction schedule.
- N. Conduct internal QC/QA. The final design will undergo an internal quality control review by a senior engineer. A QC/QA sign-off form will be prepared and submitted.
- O. Adjustment from QC/QA. The final design will be adjusted based on the QC/QA comments.
- P. Submit package for final design review This will be after the US-95 and Ironwood submittal [include the Final Design Checklist and Plan Sheet Checklist (design manual Figure 4-19 and 8-4)].
- Q. Attend the final design review in Coeur d'Alene and prepare notes of meeting.
- R. Compile final design review notes from the City and ITD.
- S. Utility design to address project impacts will be updated in the separate set of Utility Plans provided to each utility. J-U-B will continue to coordinate with the utility companies for third party relocations.

3.3. Contract Documents (PS&E - 100%)

It is anticipated that ITD will advertise and bid the US-95 and Emma Avenue intersection as part of the US-95 and Ironwood bid package. J-U-B will need to update the contract documents and prepare an updated ITD PS&E package to include Emma.

Roadway PS&E Submittal:

Resolution No. 16-026

- A. Final design review comments will be summarized and incorporated into project specifications and plans prepared for the City and ITD.
- B. Prepare PS&E submittal document package including a construction schedule with submittal letter per ITD design manual.
- C. Prepare PS&E information sheet, PS&E spreadsheet, PS&E submittal checklist, and PS&E plan sheet checklist.
- D. Perform an internal QC/QA review of the PS&E set. A QC/QA sign-off form will be prepared and submitted.
- E. The PS&E package will be submitted to the City and ITD.
- F. J-U-B will prepare a resident engineer (RE) file for the ITD resident engineer that will include copies of the following:

- a. Field information and notes
- b. Topographic information
- c. Preliminary Survey notes
- d. Quantity calculations
- e. Computation sheets, earthwork runs, etc.
- f. Special procedures for designs
- g. Environmental Commitments from an Environmental Evaluation and Clearance as provided by ITD
- h. Correspondence impacting construction
- i. Basic items covered on Project Clearance Summary
- j. Right-of-way agreements provided by City
- k. Project contacts w/phone numbers
- I. Copy of the proposal with the list of utilities
- m. List of consultants
- n. Information on specialty items, new materials, out of the ordinary procedures, etc.
- o. Public Involvement material available from work under separate agreement
- p. Agreements (if applicable)
 - Construction provided by City and ITD
 - Cooperative MOU's provided by City
- q. Electronic copy of CADD information per ITD requirements.
- G. J-U-B will prepare a final opinion of probable cost through quantity estimates for ITD use in biding.
- H. The 100% final back check process performed.

The Engineer of Record work and an agreement including attending Pre-Construction meetings and other related construction activities is not covered under this scope of work. Construction items not specifically addressed in this scope of work are considered additional work and will be by supplemental agreement or under a separate agreement.

4. Geotechnical Engineering

Strata has prepared phased materials reports consistent with ITD Materials Manual requirements within the US-95 and Ironwood Drive project limits. Strata via J-U-B will prepare addendums to the already submitted reports and also upadate the phase V when it is submitted. Specifically, Strata will include coordinating exploration with J-U-B the City, and ITD as needed for conducting field exploration at Emma, performing laboratory testing, analyses, and providing a written deliverable summarizing geotechnical recommendations.

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A. J-U-B will work with Strata to identify geotechnical boring locations based on preliminary signal pole locations and coordinate Strata's field work with the City and ITD as needed. J-U-B will also review the draft technical report and provide feedback prior to the report being finalized.

Deliverables:

- 1. ITD Phase 1 Report Waiver update request due to widening only in areas previously disturbed (JUB will prepare the letter to ITD)
- 2. Provide a Combined ITD Phase 2 & 3 Report amendment Field materials investigation and pavement section report. No field work anticipated.
- 3. Provide an ITD Phase IV foundation investigation report amendment Signal pole foundation borings anticipated (no new or relocated sign bridges).
- 4. Provide an ITD Phase V report (for Material Special Provisions)

5. Environmental Clearance

ITD will be preparing all updated documentation required for an Environmental Clearance on the project, including, but not limited to cultural, historical, architectural, hazardous materials, and archaeological clearances. J-U-B will provide support to ITD.

A. J-U-B will provide design exhibits to support ITD's preparation of an Environmental Evaluation. Exhibits are anticipated to be limited to plan sheets prepared for the project. It is assumed that no other work such as open houses, public hearings, or support for such events will be needed as part of this scope.

Engineer of Record (EOR)

Resolution No. 16-026

The Prime agreement for US-95 and Ironwood Drive has a time and materials EOR task. The Emma Avenue EOR work is part of the Ironwood project, any required EOR work for Emma will be completed under the prime agreement. Potential additions may be a record of survey for monumentation at Emma Avenue.

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Basis of Fee

J-U-B Engineers, Inc. shall provide services in connection with the terms and conditions of this Agreement and the CLIENT shall compensate the ENGINEER therefore as follows:

J-U-B Project Number 20-16-037 (US-95 and Emma Avenue Intersection)

Tasks 1 to 5 – Survey through 100% Bid Package – Lump Sum	\$128,500
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The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period. The portion of the Time and Materials work will be billed monthly at J-U-B actual hourly rates. If the period of service for the task identified above is extended beyond 10 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for annual salary adjustments.

Schedule

As specified by ITD, the team's goal is to have the PS&E package ready and sent to ITD by mid-June 2016. ITD's PS&E delivery due date is June 30, 2016. Bidding and award by ITD in anticipated to occur in the late summer of 2016 with a construction notice to proceed in the fall of 2016. Construction ground breaking may be extended into spring of 2017 to improve the contractor's time to prepare submittals, signal equipment manufacturing and delivery and thus improve bidding results.

END OF US-95 AND EMMA AVENUE INTERSECTION SCOPE

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City of Coeur d'Alene Ironwood Drive and US-95 Intersection Improvements

ENGINEERING/PLANNING SERVICES COST PROPOSAL

Labor-Hour Estimate

US-95 and Emma Avenue Intersection 20-16-037 Client: City of Coeur d'Alene

Client Contact: Gordon Dobler J-U-B Project Manager: Brad Marshall Date: May 5, 2016

Resolution No. 16-026

J.U.B ENGINEERS, INC.

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Engineer2 Project

Engineer Project

QA/QC

Project Manager

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Gather existing record drawings (utility & roadway

2 Surveying and Data Collection

1.3 Design Review Meetings

SUBTOTAL (\$)

Monthly Invoices
Project Meetings

Project Administration

DESCRIPTION

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2.2 Perform field survey/Boundary and ROW 2.4 Gather Right-of-Way Parcel Information

2.3 Process field survey

Legal Descriptions and Exhibits

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SUBTOTAL (\$)

3.1 Street Design - Preliminary Work Initial research file setup and kickoff

nitial Utility research and contact

SUBTOTAL (\$)

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3.2 Street Design - Final Design (95%)

utility plans & utility contact

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lighting traffic control plans Additional Plan sheet updates to Ironwood plans

Engineer's opinion of probable cost Update contract time determination

Update written specifications

Draft SWPPP



J-U-B COMPANIES

J-U-B ENGINEERS, INC.

OTHER J-U-B COMPANIES

Total

GATEWAY MAPPING INC.













ENGINEERING/PLANNING SERVICES COST PROPOSAL

Labor-Hour Estimate

5/5/2016

US-95 and Emma Avenue Intersection 20-16-037

Client: City of Coeur d'Alene

J-U-B Project Manager: Brad Marshall Date: May 5, 2016 Client Contact: Gordon Dobler

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ENGINEERING/PLANNING SERVICES COST PROPOSAL

Labor-Hour Estimate

US-95 and Emma Avenue Intersection 20-16-037 Client: City of Coeur d'Alene

Client Contact: Gordon Dobler J-U-B Project Manager: Brad Marshall Date: May 5, 2016











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A	Phase 1 Waiver request and plan/spec updates										
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ENGINEERING/PLANNING SERVICES COST PROPOSAL

Labor-Hour Estimate

US-9⁵ and Emma Avenue Intersection 20-16-037 Client: City of Coeur d'Alene Client Contact: Gordon Dobler J-U-B Project Manager: Brad Marshall Date: May 5, 2016













GATEWAY MAPPING INC.

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4 of 4

CITY COUNCIL STAFF REPORT

DATE: May 17, 2016

FROM: Tim Martin, Street Superintendent

SUBJECT: Declare Surplus items related to Fireboat 399 and a 1991

Chevy Suburban

DECISION POINT:

Council approval is needed to declare various pieces of used equipment associated with fireboat 399. In addition, declare a 1991 Chevy Suburban as surplus, and authorize staff to have it sold at auction.

HISTORY: FFLP lending programs

The Idaho Department of Lands owns Fireboat 399. The Cd'A Fire Department received the boat in 2012 through the Fire Fighting Lending Program (FFLP). The Fire Department attached several pieces of equipment to the structure to make the boat a viable asset to fill their needs. The Fire Department is now requesting approval to surplus the items that were attached to fireboat since the boat is being donated to the Donnelly Fire District for fire suppression on Cascade Lake. With the City's new fireboat in place, Fireboat 399 is no longer needed. The items are as follows:

- 1- Front pump is a Genuine Wildfire centrifugal type 12-16 pump with an 18 H.P. Briggs and Stratton engine.
- 2- Rear pump is a Hale HPX450-B35 with a 35 H.P. Briggs and Stratton Engine.
- 3- Garmin model GPS Map 6208 with: Garmin HD18 antenna; Garmin GSD22 cruising sonar module; and Garmin model AIS600 shipborne automatic identification system
- 4. Garmin VHS200 radio
- 5. 2 Whelen low-pro strobes
- 6. There are 3 marine battery's and a 40 amp Xantrex truecharge2 multi-battery charging station in the battery compartment.

The 1991 Chevy Suburban, VIN # 1GNEV16K8MF128728, is in fair condition but no longer fills any needs inside the city of Coeur d'Alene. It needs front end work such as ball joints, and steering work. It should bring fair value at the auction for us. For many years we have used the clearing house for vehicles and pieces of equipment.

PERFORMANCE ANALYSIS

The GO Bond will fill the needs of the city and Fire department. This has allowed us to surplus equipment and vehicles that is costly to upkeep and no longer adds value to the city.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. There is a very minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

Council approval to declare the Chevy Suburban surplus and boat attachment's equipment surplus that will be gifted with the boat to the Donnelly Fire District.















Resolution No. 16-026 Exhibit "E"

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: May 9, 2016

FROM: Mike Becker, Wastewater Utility Project Manager SUBJECT: Bid Results for the 2016 Open Trench Project.

DECISION POINT:

The City Council may wish to accept and award the City of Coeur d'Alene Wastewater Utility's 2016 Open Trench Project contract to the apparent low bidder.

HISTORY:

In accordance with Idaho Code, the <u>2016 Open Trench Project</u> solicited local contractor bids in the Coeur d'Alene Press April 7th and 14th. This project includes replacing approximately 850 LF of existing sewer pipe via open trench excavation and nearly 350 LF via pipe bursting. Sealed Bids were publically opened and read on April 21, 2016 at 2:00 PM.

FINANCIAL ANALYSIS:

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

Bidder	_	chedule A cen Trench	_	chedule B Pipe Burst	Total Bid				
T. LaRiviere Equipment, Inc	\$	126,020.00	\$	63,648.00	\$	189,668.00			
Earthworks Northwest, Inc	\$	164,475.00	\$	75,880.00	\$	240,355.00			
Big Sky Development	\$	155,505.51	\$	95,430.28	\$	250,935.79			
DG & S Company	\$	203,331.00	\$	69,880.00	\$	273,211.00			
Engineer's Estimate	\$	175,000.00	\$	100,000.00	\$	275,000.00			

The apparent low and responsive bid was submitted by T. LaRiviere Equipment Inc., with a total bid price of \$189,668.00.

PERFORMANCE ANALYSIS:

The Wastewater Utility planned for this project during the FY 2015/16 budget and has the available funds for this project. T. LaReviere successfully completed last year's open trench project within budget and ahead of schedule.

RECOMMENDATION:

Award the <u>2016 Open Trench Project</u> contract to T. <u>LaRiviere Equipment, Inc.</u>, for the total bid price of \$189,668.00.

Contract

THIS CONTRACT, made and entered into this 17th day of May, 2016, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and T. LaRIVIERE EQUIPMENT & EXCAVATION, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its mailing address as P.O. Box 100, Athol, Idaho 83801, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2016 Open Trench Project**_in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility - 2016 Open Trench Project

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

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY, shall pay to the CONTRACTOR for the work, services and materials provided to be done and furnished by it hereunder, a sum not to exceed **One Hundred Eighty Nine Thousand, Six Hundred and Sixty Eight and No/100 Dollars (\$189,668.00)**, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the CONTRACTOR has obtained from the Idaho State Tax Commission and submitted to the CITY a release of liability for taxes (Form EFO00234). Payment shall be made to the City Clerk.

ITEM	ITEM	EST.		UNIT	TOTAL
NO.	DESCRIPTION	QUAN.	UNIT	PRICE	PRICE
SCHEDULE A: ALL	EY SOUTH OF FOSTER AVENUE				
201.4.1.D.1	Removal of Existing Asphalt	500	SY	\$4.00	\$2,000.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	850	SY	\$12.00	\$10,200.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	500	LF	\$38.00	\$19,000.00
401.4.1.A.1	Water Main Line Replacement – Size 12" – Type PVC C900	12	LF	\$200.00	\$2,400.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	806	EA	\$75.00	\$60,450.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	3	EA	\$2,260.00	\$6,780.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	3	LF	\$560.00	\$1,680.00
601.4.1.A.1	Storm Drain Pipe - Size 10" - Type PVC ASTM 3034	15	LF	\$58.00	\$870.00
706.4.1.E.1	Concrete Surface Repair	70	EA	\$72.00	\$5,040.00
1103.4.1.A.1	Construction Traffic Control	1	EA	\$2,600.00	\$2,600.00
2010.4.1.A.1	Mobilization	1	LS	\$15,000.00	\$15,000.00
	SCHEDULE A: SUBTOTAL				\$126,020.00
SCHEDULE B: ALL	EY SOUTH OF GARDEN AVENUE				
201.4.1.D.1	Removal of Existing Asphalt	300	SY	\$4.00	\$1,200.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	300	SY	\$39.00	\$11,700.00
504.4.1.D.1	Sewer Service Connection to Main	4	LF	\$1,200.00	\$4,800.00
510.4.1.A.1	Pipe Burst Gravity Sewer Main Size 8" - Type HDPE SDR 17	358	SY	\$99.00	\$35,442.00
706.4.1.E.1	Concrete Surface Repair	34	EA	\$84.00	\$2,856.00
1103.4.1.A.1	Construction Traffic Control	1	EA	\$1,600.00	\$1,600.00
2010.4.1.A.1	Mobilization	1	EA	\$6,050.00	\$6,050.00
	SCHEDULE B: SUBTOTAL				\$63,648.00
	TOTAL (SCHEDULE A + SCHEDULE B):				\$189,668.00

The Work shall be substantially complete within the calendar days listed below (for the Basis of Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, or by **August 31, 2016**, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty** (30) calendar days after the date of substantial completion.

Contract Time	Contract Award	Notice to Begin Contract Times	Calendar Time (days)
Substantial Completion ^A	Schedule A + B	Notice to Proceed	55
Final Completion	any	Notice of Substantial Completion	30

 $^{^{}A}$ Contract Times for Substantial Completion shall be the listed calendar days, or by August 31, 2016, whichever comes first.

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

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

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

- 1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- 2. If the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- 3. In the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due it thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said CONTRACTOR is liable.

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

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute a good and sufficient performance bond and a payment bond each in the amount of one hundred percent (100%) of the total amount of

the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

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

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

CITY:	CONTRACTOR:
CITY OF COEUR D'ALENE	T. LaRIVIERE EQUIPMENT & EXCAVATION, INC.
	P.O. Box 100
KOOTENAI COUNTY, IDAHO	Athol, ID 83801
By:	Ву:
Steve Widmyer, Mayor	
ATTEST:	ATTEST:
Renata McLeod, City Clerk	

STATE OF IDAHO)) ss.
County of Kootenai)
and Renata McLeod,	ay of May, 2016, before me, a Notary Public, personally appeared Steve Widmyer known to me to be the Mayor and City Clerk, respectively, of the City of Coeur the foregoing instrument and acknowledged to me that said City of Coeur d'Alene
IN WITNESS V year in this certificate	VHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and first above written.
	Notary Public for Idaho Residing at My Commission expires:

STATE OF IDAHO)) ss.
County of Kootenai	
and the persons who exec	day of May, 2017, before me, a Notary Public, personally appeared and, known to me to be the d, of T. LaRIVIERE EQUIPMENT & EXCAVATION, INC., and uted the foregoing instrument on behalf of said corporation, and acknowledged to tion executed the same.
•	VHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and
	Notary Public for Idaho Residing at My Commission expires:



Memo to Council

DATE: May 12, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the May 17th Council Meeting:

JOSHUA GORE

DESIGN REVIEW COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc:

Renata McLeod, Municipal Services Director

Hilary Anderson







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PARKING ANALYSIS OVERVIEW

In 2007/08 Rich & Associates prepared a comprehensive analysis of the downtown parking system in Coeur d'Alene. That study included an analysis and projection of current and future parking demand. Since the completion of the 2008 study a number of developments have occurred that have impacted the supply and demand for parking.

Today a number of new developments are planned that will further impact the downtown parking system. This report is an update of the 2008 study, providing an analysis of current conditions and projections of future needs. The 2008 parking demand model, and the factors used to build that model, were used as the basis for updating demand projections in this report.

Scope of Work

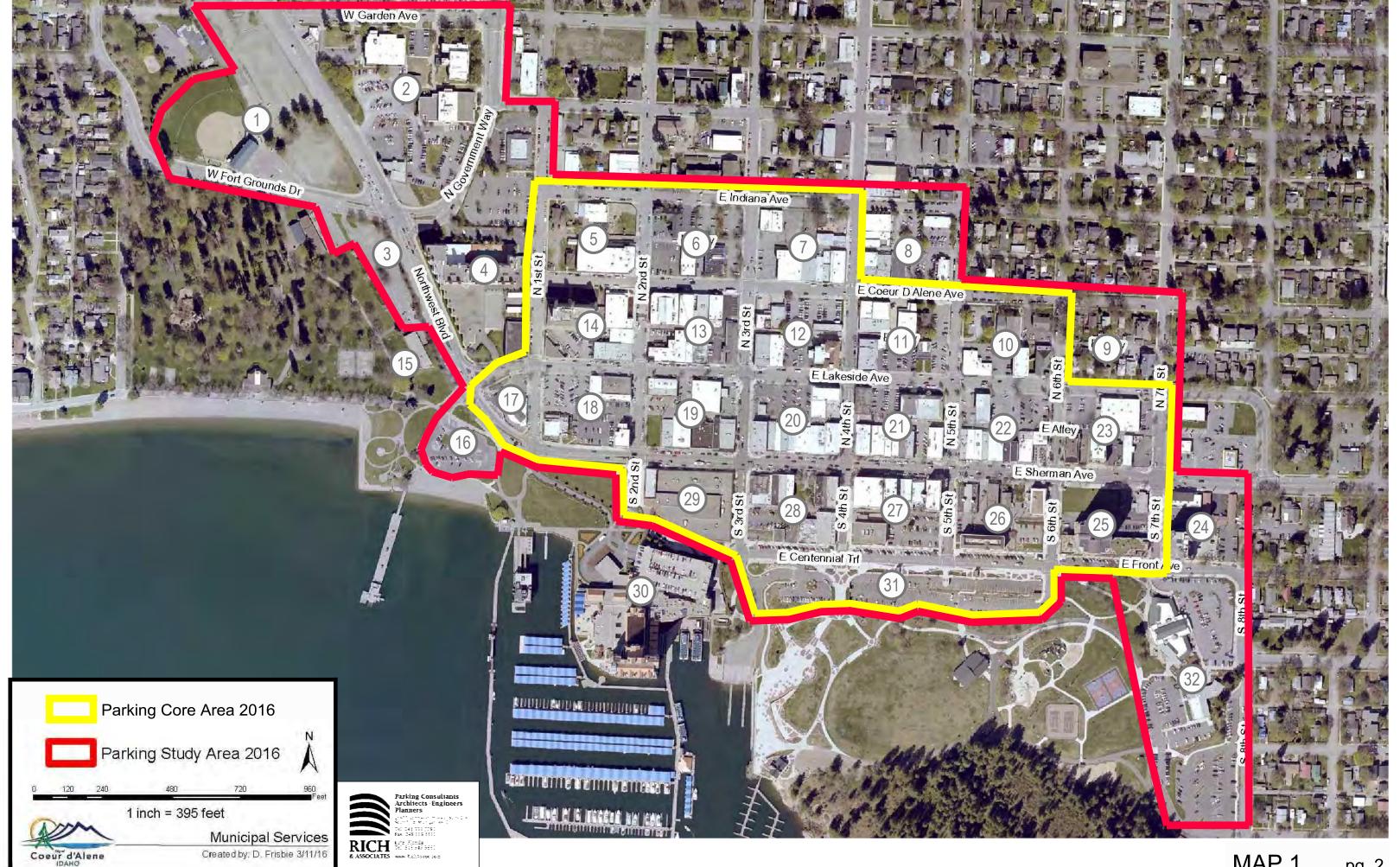
Rich & Associates spent three days in Coeur d'Alene meeting with City staff and various stakeholders to discuss recent and planned developments. During this time our staff also conducted an analysis of parking utilization of select on-street and off-street parking spaces in the study area. This information, combined with the redevelopment information provided by the City and stakeholders, was used to project current and near term parking demand.

Study Area

The area analyzed in this update is close to the same area studied in 2008, with the addition of the County Complex. For this study the block numbers were reassigned for simplicity. The study area blocks and area boundaries are highlighted on **Map 1** on the next page.

Parking Demand

Calculating current parking needs is an analysis of supply and demand. Current parking space requirements, or demand, is projected by applying parking generation ratios (per 1,000 sf of land use or dwelling unit) to each of the various land uses within the study area. This data is then compared to existing public and private parking supply. Future parking needs are projected by applying the same generation ratios to known and planned future developments, re-occupancy of existing buildings, etc. For this update, Rich & Associates used the parking generation ratios developed in the 2008 study.





ANALYSIS

Parking Inventory

Table A below, Table B on page 4 and Maps 2 and 2.1 summarize the existing parking supply in the 32 block study area. In cases where parking spaces were not marked the number of spaces was estimated. The parking supply from the 2008 parking study was updated with field work and information provided by City staff.

There are a total of 4,476 parking spaces in the study area; 1,823 (41%) categorized as City controlled and 2,653 (59%) as private. Of the 1,823 City controlled spaces, 699 (38%) are located on-street and 1,124 (62%) are located off-street.

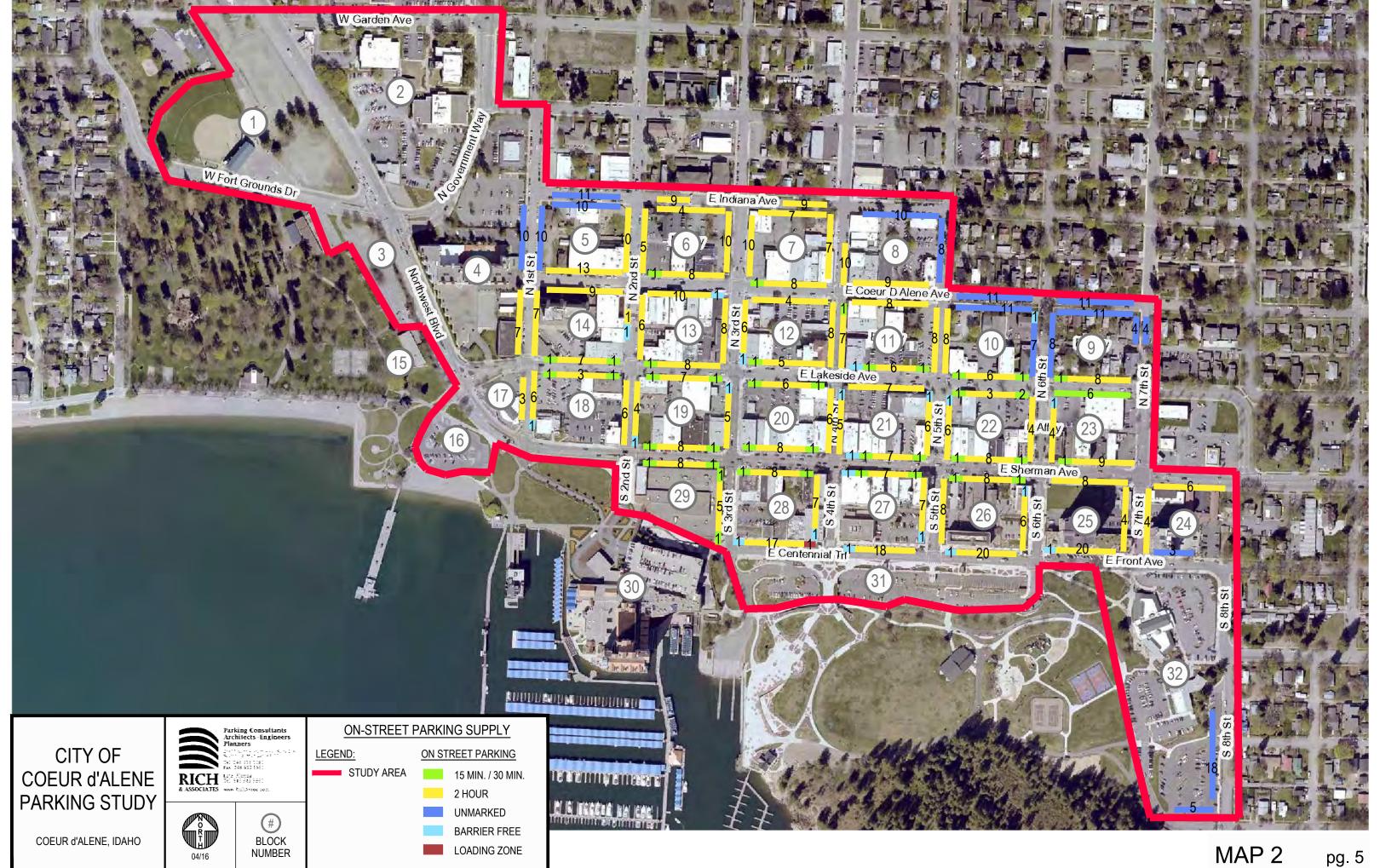
Table A **Parking Supply Summary**

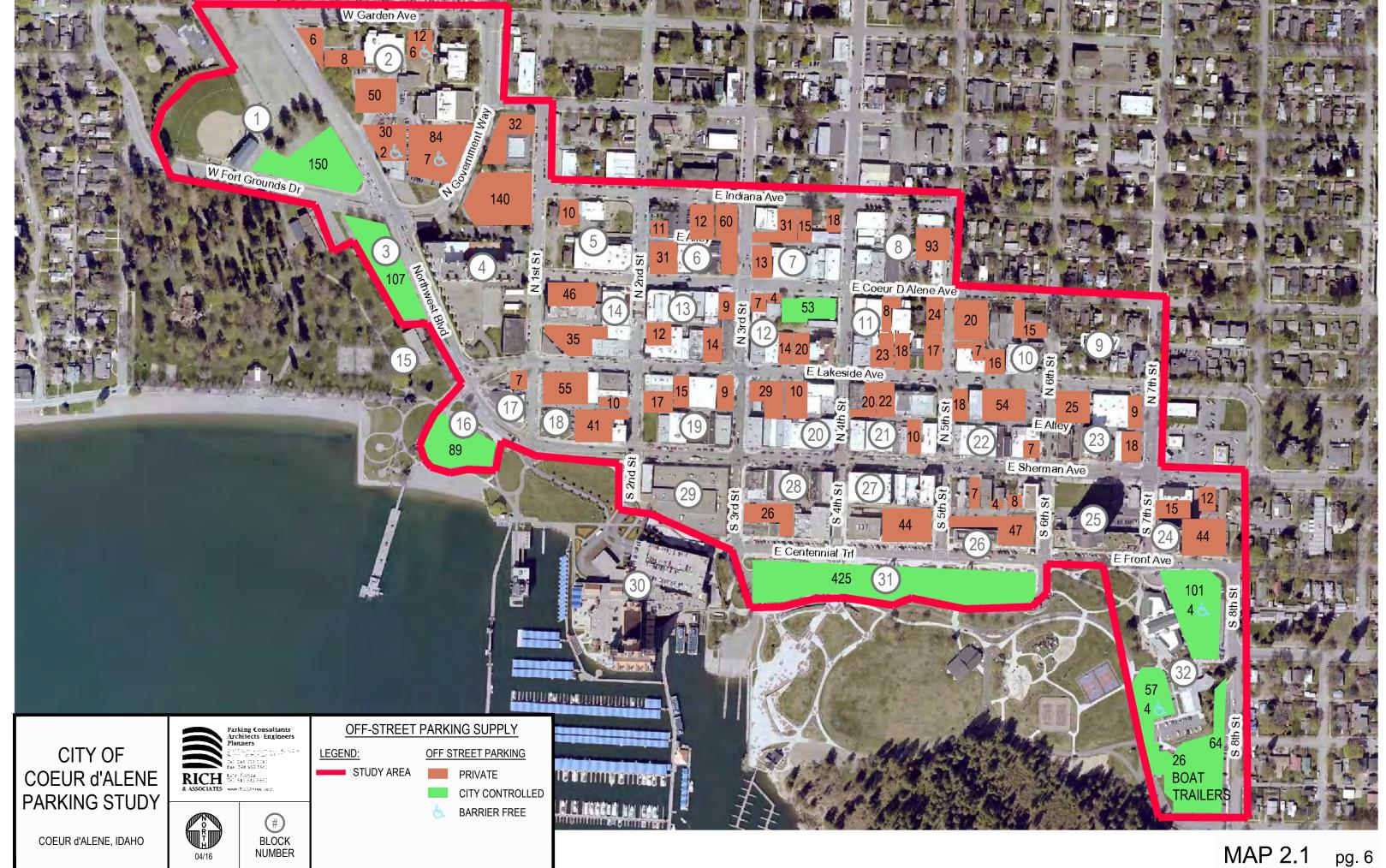
City Controlle	ed Parking Supply		
	On-Street Totals	699	16%
	Off-Street Totals	1,124	25%
	City Controlled Parking Total	1,823	41%
Private Parkir	ng Supply		
	Private Parking Total	2,653	59%
	4,476		

The City of Coeur d'Alene controls and manages 41% of the entire parking supply within the study area. Based on Rich & Associates' experience and best practices, we have found that it is desirable for the municipality to have control of at least 50% of the parking supply. This allows for an effective management of parking in terms of allocation, changing demand and market pricing. Coeur d'Alene does not meet this benchmark.



															Table	R																
														Par	king S		y															
New Block >	1	2	3	4	5	6	7	8	9	10	11	12	13		15/16		18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
City Controlled																																
On-Street																																
Barrier Free										1	1	1	1	1				2		3	1	1		1	2	3	2					20
15 Minute						1	1		1	2	3	1	1	2				4	4	2	5	7			2	2	2	4				44
2 Hour				7	23	27	32	19	8	14	29	23	32	24		3	15	24	20	25	21	13	10	32	42	32	32	13				520
Unmarked				10	20			18	23	18													3								23	115
																																699
City Controlled																																
Off-Street																																
First 2 hr. Free	150		107									53			89															411	105	915
Free																															125	125
Boat trailer																														14	26	40
Private lot open to public																										44						44
																																1124
<u>Private</u>																																
Private/Reserved		205		457	10	114	77	93	93	58	90	45	35	81		7	106	41	39	52	79	52	71	256	66		26		500			2653
Summary	150	205	107	474	53	142	110	130	125	93	123	123	69	108	89	10	121	71	63	82	106	73	84	289	112	81	62	17	500	425	279	4,476





MAP 2.1



Parking Demand Calculation

After updating the parking supply the next step in the study was to project the current and future parking space requirements of the study area. Rich & Associates reviewed plans for proposed developments presented by stakeholders and City staff, and analyzed the corresponding parking space requirements. This analysis included developments that have occurred since the 2008 study and those currently under way.

The gross square footage of individual buildings was collected and then categorized by land use. To derive the parking needed on each block, the square footage for each type of land use is generally multiplied by the unique parking generation factor (per 1,000 sf) for that land use. The resulting number of parking spaces demanded from the block is then deducted from the available parking supply on the block providing a surplus or deficit for each block. A summary of the daytime peak parking demand is located in Table C on page 8.

Current Parking Demand

The demand analysis shows, using the parking generation ratios developed for the 2008 study, a peak daytime parking surplus of 462 spaces in the entire study area. Map 3 on page 9, spatially represents the parking Surplus/Deficit projections from Table C - Parking Demand Matrix. Some blocks have significant parking surpluses while others have significant deficits. This is not uncommon as the parking intended for a particular use may be on adjacent blocks. It is important to first view each block as an island and then look at the entire study area and the parking as a system intended to benefit all land uses in the downtown.

Future Parking Demand

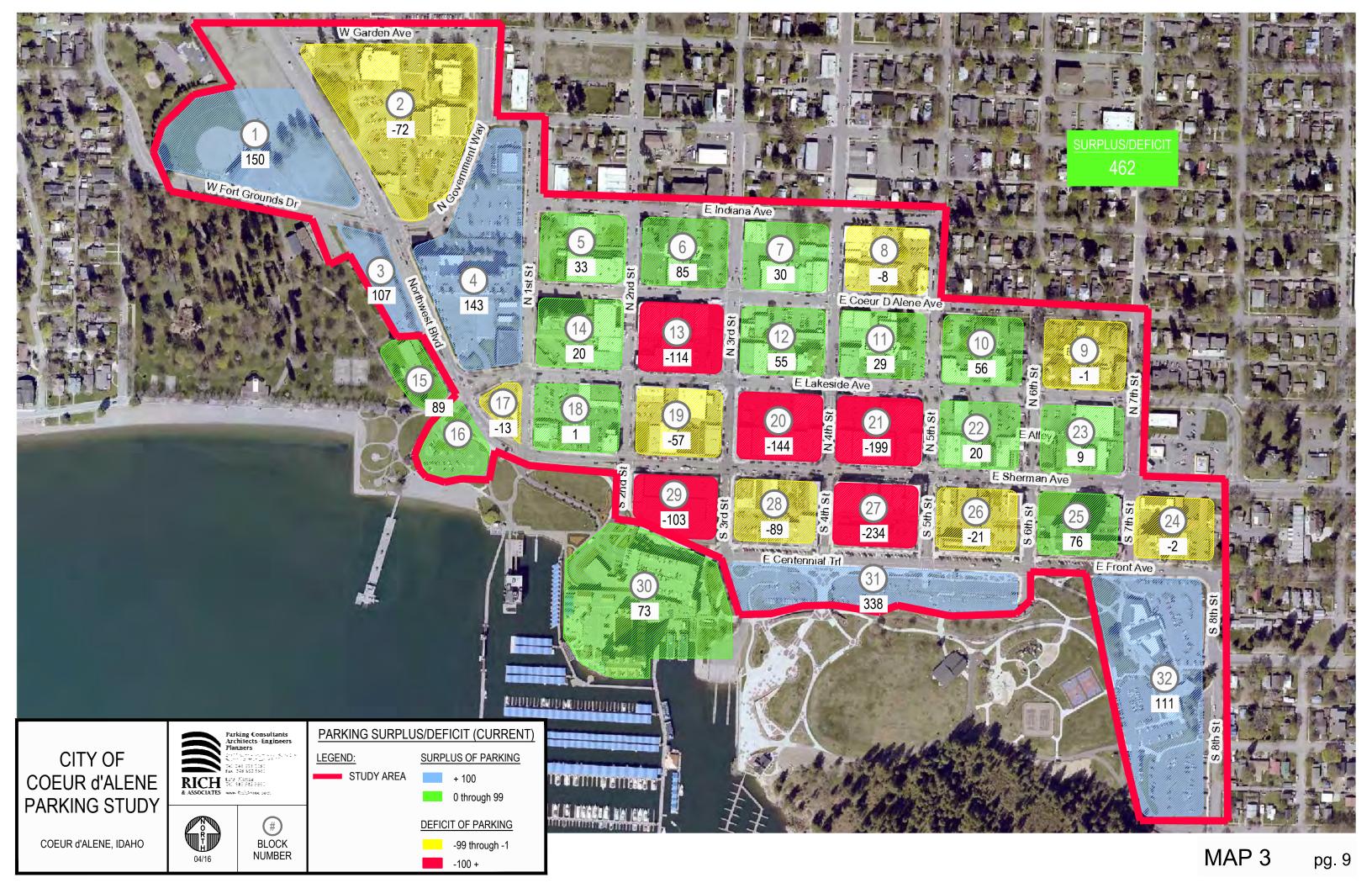
Parking demand projections for the future consists of the current parking demand, the space requirements projected for the near term future developments, and estimated re-occupancy of existing vacant building space (40% re-occupancy in 5 years and 80% re-occupancy in 10 years) within the study area. The demand analysis shows a projected five (5) year surplus of 388 spaces in the study area. This is spatially represented on Map 3.1. For the 10 year scenario the demand analysis shows a projected surplus of 313 spaces, detailed on Map 3.2.

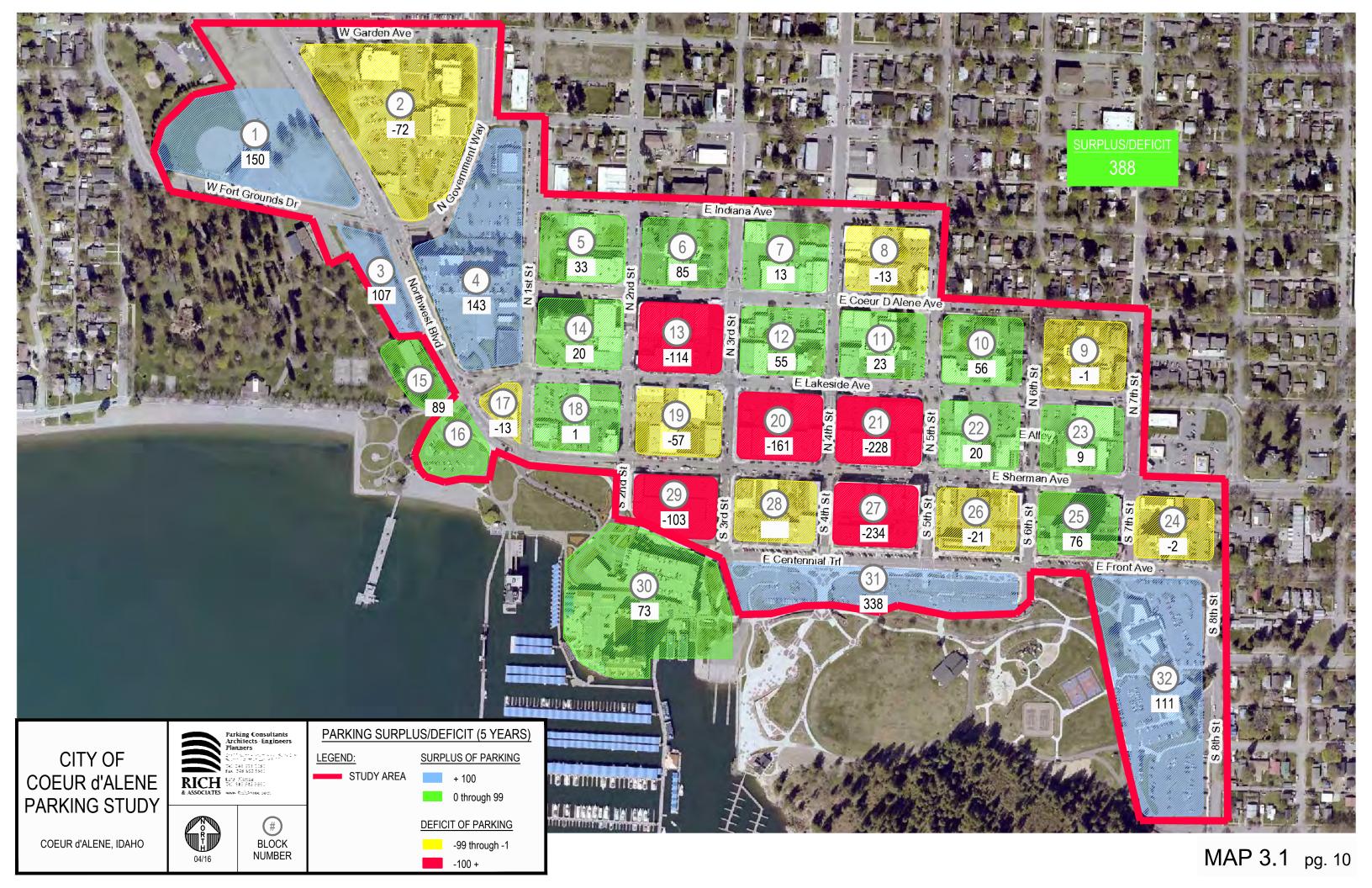


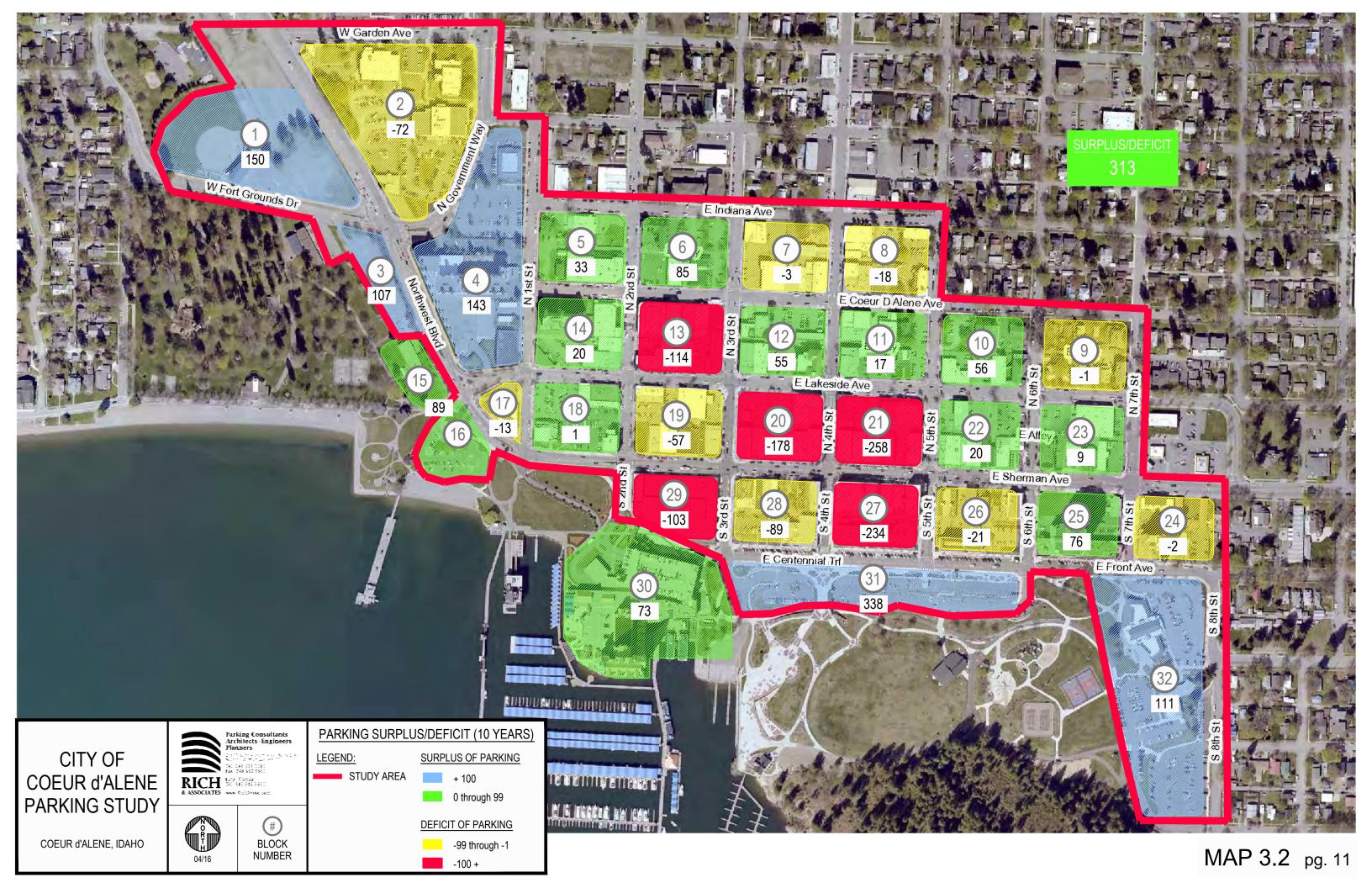
Table C Parking Demand Matrix

Α	В	С	D	Е	F	G	Н		J	К	L	М	N	0	Р	Q	R	S	Т	U
					Medical															
Block	Office	Retail	Mixed	Service	Office	Restaurant	Club	Residential	Gov.	Community	Hotel	Marina	Church	Commercial	Vacant	Demand	Parking	Surplus/	Surplus/	Surplus/
								per unit			per room	per slip				Peak	Supply	Deficit	Deficit	Deficit
Daytime	2.85	2.00	2.35	2.75	4.00	5.08	2.00	1.40	2.50	0.63	0.95	0.27	0.30	0.40	2.86	current	current	current	5 years	10 years
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	150	150	150
2	0	3,702	0	0	0	0	0	0	107,828	0	0	0	0	0	0	277	205	-72	-72	-72
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107	107	107	107
4	69,450	0	0	0	0	0	0	95	0	0	0	0	0	0	0	331	474	143	143	143
5	0	0	0	625	0	0	0	2	0	10,850	0	0	0	21,000	0	20	53	33	33	33
6	10,472	0	11,433	0	0	0	0	0	0	0	0	0	0	0	0	57	142	85	85	85
7	17,264	0	0	9,884	0	0	0	1	0	0	0	0	6,816	0	14,681	80	110	30	13	-3
8	44,100	0	0	0	0	2,500	0	0	0	0	0	0	0	0	4,050	138	130	-8	-13	-18
9	2,841	0	0	0	0	0	0	18	0	0	0	0	0	0	0	33	125	92	92	92
10	6,962	0	0	0	1,750	0	0	0	0	9,000	0	0	15,000	0	0	37	93	56	56	56
11	11,100	26,300	3,375	0	0	0	0	1	0	0	0	0	0	0	5,500	94	123	29	23	17
12 (1)	2,500	5,000	6,900	1,150	0	5,175	0	4	0	0	0	0	0	0	25,375	68	123	55	55	55
13	4,436	5,500	3,888	23,773	0	14,520	5,500	0	0	0	0	0	0	0	0	183	69	-114	-114	-114
14	7,195	0	0	0	0	0	0	41	0	0	0	0	0	24,500	0	88	108	20	20	20
15/16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	89	89	89	89
17	8,125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	10	-13	-13	-13
18	0	1,125	16,975	0	0	15,300	0	0	0	0	0	0	0	0	0	120	121	1	1	1
19	17,000	15,000	0	0	0	9,150	0	0	0	4,200	0	0	0	0	0	128	71	-57	-57	-57
20	28,350	18,430	16,250	0	0	10,000	0	0	0	0	0	0	0	0	15,000	207	63	-144	-161	-178
21	0	5,996	19,621	0	0	43,790	0	0	0	0	0	0	0	0	25,920	281	82	-199	-228	-258
22	0	16,908	5,250	5,500	0	4,903	0	0	0	0	0	0	0	0	0	86	106	20	20	20
23	8,534	0	0	0	0	0	0	10	0	14,850	17	0	0	0	0	64	73	9	9	9
24	15,000	0	0	0	0	0	0	22	0	0	13	0	0	0	0	86	84	-2	-2	-2
25	41,792	10,000	0	0	0	0	0	53	0	0	0	0	0	0	0	213	289	76	76	76
26	24,900	4,000	15,675	6,250	0	0	0	0	0	0	0	0	0	0	0	133	112	-21	-21	-21
27	20,004	11,628	99,948	0	0	0	0	0	0	0	0	0	0	0	0	315	81	-234	-234	-234
28	13,000	29,739	0	0	0	9,075	0	6	0	0	0	0	0	0	0	151	62	-89	-89	-89
29	4,200	54,200	0	0	0	0	0	0	0	0	0	0	0	0	0	120	17	-103	-103	-103
30(2)	0	0	0	0	0	0	0	0	0	0	338	392	0	0	0	427	500	73	73	73
31(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	87	425	338	338	338
32(3)	0	0	0	0	0	0	0	0	22,890	38,000	0	0	0	0	0	168	279	111	111	111
TOTALS	357,225	207,528	199,315	47,182	1,750	114,413	5,500	253	130,718	76,900	368	392	21,816	45,500	90,526	4,014	4,476	462	388	313
																spaces	spaces	spaces	spaces	spaces
` '						cant land on				•		s.								
(2) Block	30 is Coeu	ur d'Alene F	Resort and	Marina, this	s is just out	tside the stud	ly area tho	ough it effect	ts the parki	ng in the stu	dy area									

⁽³⁾ Blocks 31&32 has Tubs Hill parking need (174 total split between each block) included in Demand (numbers from Coeur d'Alene Parks Director)









Current Parking Demand - Core Area

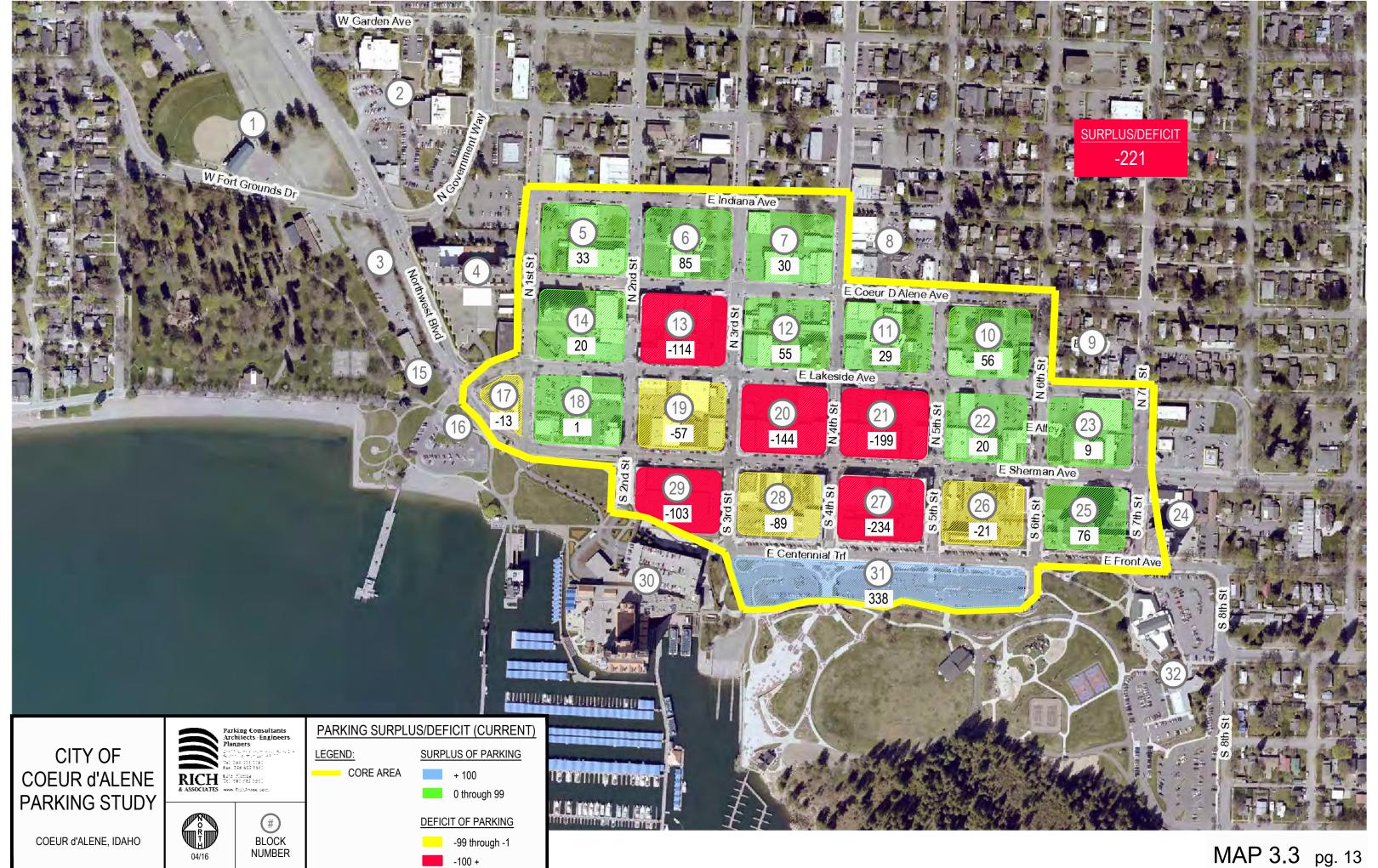
Rich & Associates with the help of Coeur d'Alene staff determined a Core Area within the study area. This area is the dense core of the downtown where the majority of the commercial activity takes place. This is a more realistic way to view the current parking conditions that impact the downtown. When examining the parking situation in the core area there is a deficit of -221 spaces during peak times. Though some visitors and employees may park outside this core area, the majority will try and find parking within this boundary. This is spatially represented on Map 3.3.

Table D Core Area Parking Demand Matrix

	•						
Block	Demand	Parking	Surplus/	Surplus/	Surplus/		
	Peak	Supply	Deficit	Deficit	Deficit		
Daytime	current	current	current	5 years	10 years		
5	20	53	33	33	33		
6	57	142	85	85	85		
7	80	110	30	13	-3		
10	37	93	56	56	56		
11	94	123	29	23	17		
12 (1)	68	123	55	55	55		
13	183	69	-114	-114	-114		
14	88	108	20	20	20		
17	23	10	-13	-13	-13		
18	120	121	1	1	1		
19	128	71	-57	-57	-57		
20	207	63	-144	-161	-178		
21	281	82	-199	-228	-258		
22	86	106	20	20	20		
23	64	73	9	9	9		
25	213	289	76	76	76		
26	133	112	-21	-21	-21		
27	315	81	-234	-234	-234		
28	151	62	-89	-89	-89		
29	120	17	-103	-103	-103		
31(2)	87	425	338	338	338		
TOTALS	2,554	2,333	-221	-290	-360		
	spaces	spaces	spaces	spaces	spaces		

⁽¹⁾ Block 12 is the potential site for a parking structure. The Vacant land on this block is not assumed re-occupied in future scenarios.

⁽²⁾ Block 31 has 1/2 Tubs Hill parking need (87 total) included in Demand (numbers from Coeur d'Alene Parks



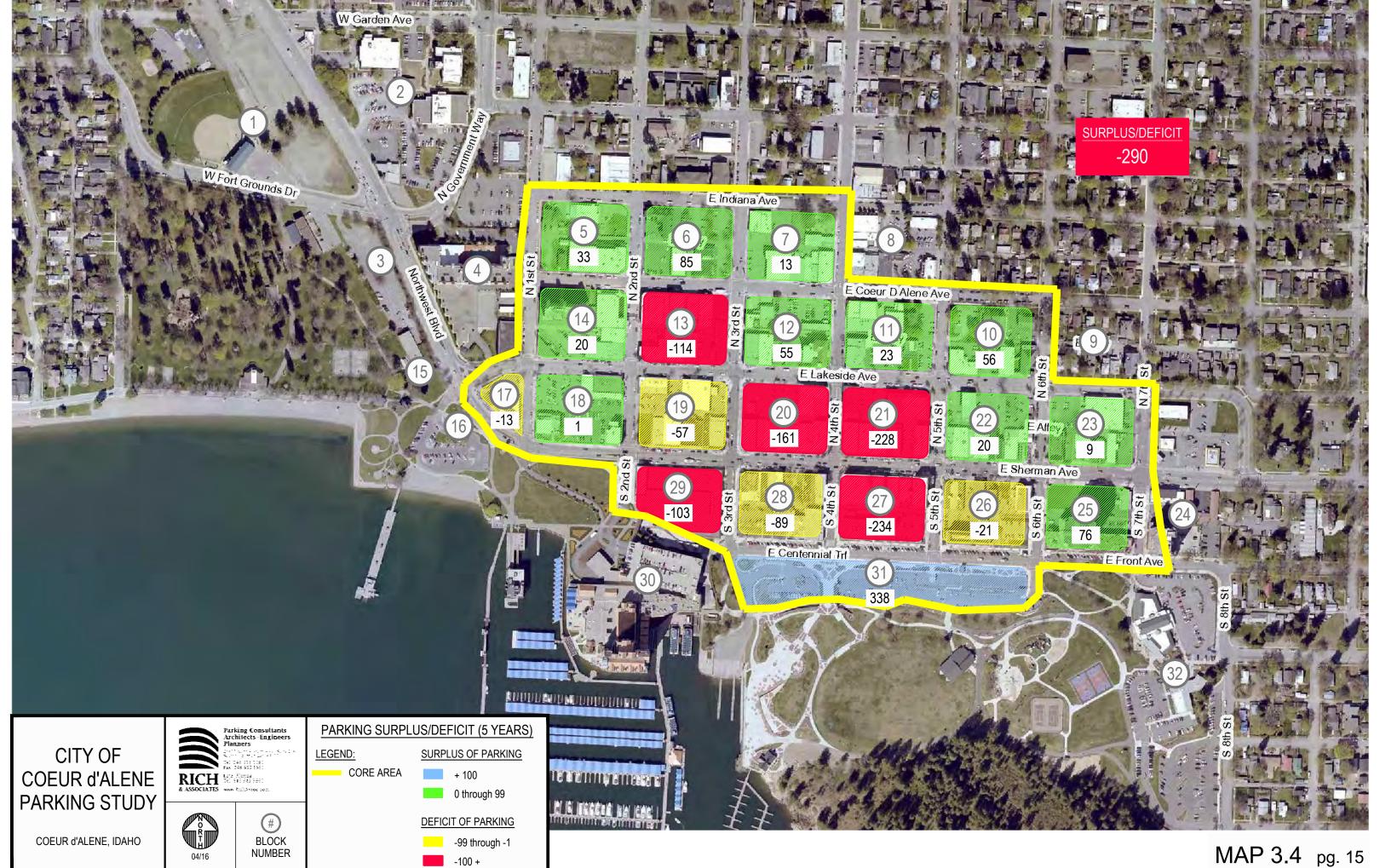


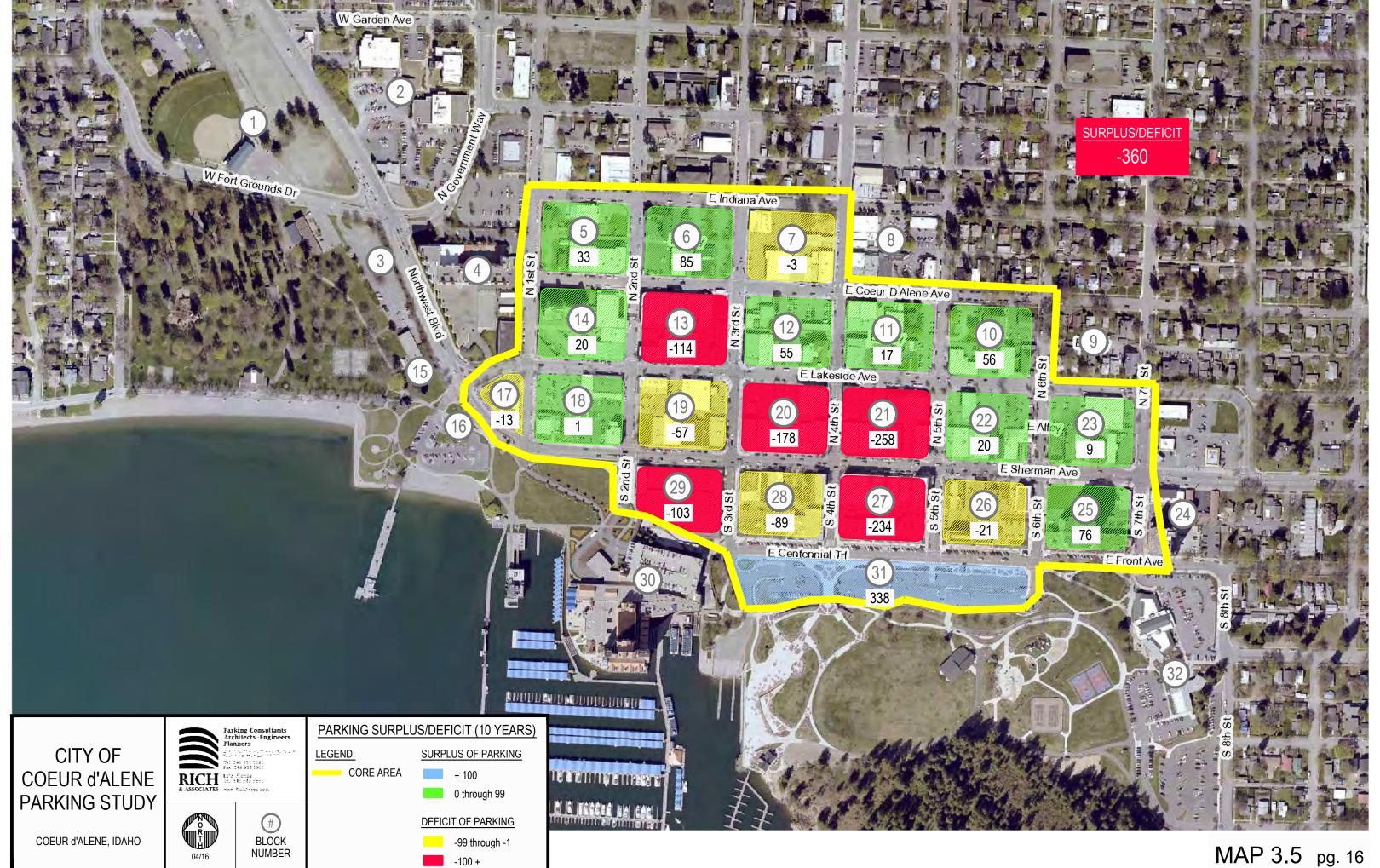
Future Parking Demand - Core Area

When examining the future scenarios in the Core Area, there is a projected deficit of -290 spaces in the 5 year scenario, detailed on Map 3.4. For the the10 year scenario the projected deficit is increased to -360 spaces, detailed on Map 3.5.

Parking Demand Summary

The overall study area has a surplus of parking, though there are several blocks in the study area that have a deficit of parking. When looking at the Core Area parking demand there is a deficit of -221 spaces. While there is parking available outside of the Core Area, it is difficult to get people to park and walk beyond this area to find parking other than times of special events. When meeting with stakeholders of the downtown it was stated that it is difficult to bring new developments into the downtown Core Area because of the lack of available parking, which is shown in the demand analysis. At this time it appears necessary to look at providing additional parking within the Core Area in order to support new development.







Parking Recommendations

Introduction

The recommendations presented here are intended to enhance the existing supply of parking through operational and management changes. While aimed primarily at increasing the efficiency of the parking system, the recommendations are comprehensive and provide a holistic approach to improving parking in the downtown today as well as provide a plan for accommodating future growth of the downtown study area.

The recommendations in this section are a set of tools that Coeur d'Alene can use to manage the parking system. A parking system is not just about parking vehicles, it also involves the walkability of a downtown, signage, enforcement, lighting as well as marketing parking to business owners, employees and customers/visitors. The utilization of individual lots can depend on any or all of these factors, as well as the overall condition of the lot. Fundamentally, these issues can impact a parking system and therefore downtown economics in general.

All recommendations within this section, whether used individually or as a package of system wide improvements will aid Coeur d'Alene in creating a parking system. With a unified approach, Coeur d'Alene will be best prepared to address parking related issues and handle new development now and in the future.

Some of these recommendations can be implemented easily and quickly with little or no cost to the City, while others may require significant budgeting and time to complete. The Recommendations in this section of the report focuses on policy and actions to the current parking system and changes with the proposed new development. Some of these recommendations were in the previous 2008 Parking Study and still need to be addressed.

1. Marketing

Marketing is a key aspect of a successful parking system. Marketing should be done every time there is a change to the parking system and should be directed towards downtown employees, business owners, residents, customers and visitors of the downtown. It is important to help encourage downtown employees to park in the long term parking areas, leaving the most valuable on-street parking for customers and visitors. Additionally, an individuals' perception of Coeur d'Alene is greatly enhanced if they know ahead of time where they can park and what, if any, restrictions on parking duration apply.

Marketing materials can include direct mailings, brochures, maps, kiosks, on-line web pages and articles in magazines and newspapers. Information contained in the marketing materials should include location, up-coming changes, regulations, fine payment options and any other information relating to the parking system.



1.1 Develop a flyer that explains parking rules for public distribution that can be carried by the Parking Enforcement Officers. The flyer should be available on the Coeur d'Alene website and in businesses. This flyer is intended to be marketed toward customers and visitors of the downtown as well as employees. There should be clear distinctions of where employees should park without the risk of a ticket. Rich & Associates is including an example of a tri-fold parking flyer following these recommendations. This flyer is intended to be specific to parking in the downtown including locations of bicycle racks. Selling advertising space to businesses on the flyer will help cut the costs of printing.

Responsibility: City/Ignite CDA/Diamond Parking

<u>Recommendation</u>: Develop a flyer that can be distributed to businesses and develop a marketing program to promote downtown parking areas.

Action Time: Flyers 0-1year







2. Special Event Parking

Rich and Associates recommend that a plan be developed for parking during special events. This plan should include a remote lot location (public school, church or county owned lot) and if necessary an agreement with the lot owner, as well as some form of shuttle service possibly arranged with the local transit service, or schools. The need for adequate and quality event parking will enhance visitors' overall downtown experience.

Purchase sandwich boards and flyers to be used during special events. The flyers can be handed out to businesses and used in marketing the event on the Coeur d'Alene and Ignite CDA website. The sandwich boards are used as temporary wayfinding signs during special events leading parkers to the temporary lots.

Responsibility: Coeur d'Alene, Ignite CDA, Diamond Parking



Recommendation: Develop a flyer that can be distributed to businesses and purchase sandwich boards to be used as temporary wayfinding signs during special events.

Action Time: 0-3 years.

3. Parking Signs

Parking areas can be difficult to find if they are located behind buildings, particularly if someone is not familiar with the downtown. There should be more directional/location signs in the downtown, especially to lead parkers to public parking lots. The parking lots need identification signs that let a visitor of the downtown know where parking is public and the fees. It is helpful to name the lots so that a customer can remember where they parked. Naming the lots can also help with giving directions to businesses in the downtown. The names should reflect the lot locations by using street names.

Pedestrian wayfinding is critical once a person parks and transitions to walking. Being able to find wayfinding maps or signs to aid pedestrians in locating key destinations and then the way back to where they parked are important elements in tourist/customer/visitor oriented downtowns.

Rich and Associates has developed a parking signage best practices package that is detailed on the following page. The information is provided to show how the signs work together and provide a comprehensive wayfinding system.

Best Practice Sign types include

As a best practice the following three types of parking signs that increases drivers' wayfinding experience are strongly recommended. The use of pedestrian wayfinding in conjunction with the three types of parking signs is also strongly recommended. Communities often miss the important role that signs play in making visitors comfortable with their surroundings and the effect that signs can have on vehicular travel, pedestrian travel and parking use efficiency. Descriptions of each sign type are given and then followed by pictures of each sign type.

Directional/Location: Directional-parking signage is distinct in color, size and logo and directs drivers to off-street parking areas. Parking location signs complement the directional parking signage. The signs can have arrows pointing to the off-street lots. The signs are mounted on poles at standard heights, on the streets.

Identification: Identification signage is placed at all entry points of each parking lot. The name of the parking area should be the most prominent text on this sign followed by the types of public parking available. Hours of lot operation and enforcement is listed on the sign. It is appropriate to place the parking fees on this sign as well. The identification signage is distinctive in color and size, and it is located on a pole at a lower height.



Vehicular Wayfinding: Vehicular wayfinding signs are placed at points in the downtown leading drivers to places of interest and parking locations. The signs also point out the various landmarks or attractions that can be found. These types of signs are placed along primary driving routes and are intended to help a driver orient themselves to the downtown area. These signs use arrows to direct a vehicle to a desired location, although this type of sign should avoid the use of arrows pointing downward to avoid confusion.

Pedestrian Wayfinding: Pedestrian wayfinding signs or kiosks are placed at the points of pedestrian entry/exit to parking lots. Typically a map illustrating the downtown area that points out the various shops or attractions. These types of signs are placed at locations frequented by a pedestrian and are intended to help that person orient themselves to the downtown area, to locate their destination and then be able to return to where they parked.

Signs for Pay Station Lots: This sign directs a customer from their vehicle to the pay station location and provides brief reminders. This sign has limited text, such as remember your license plate number to use in paying for parking. It can also have directional arrows leading to the closest pay station. This type of sign is not intended to have detailed directions on how to use the pay stations, they are intended to direct a customer to the pay stations.

Additionally it is a good practice to have a tall illuminated sign above the pay station leading pedestrians to the machine once they have parked their vehicle. A Pay Here sign will aid in payment compliance.



Pedestrian Direction/Locatio Introduction Wayfinding Wayfinding









Pay Station Signs



Keep the directions for the pay station at the pay station.



There are too many signs on this pole. Post the rates on the Introduction sign.



This sign is not readable from a vehicle and is not near a pay station.



- 3.1 Name all public lots to aid in marketing of the lots. There are currently multiple names in marketing materials.
- 3.1 Rich & Associates recommends the addition of a family of parking wayfinding in the downtown.
- 3.2 All of the parking signs should use the same text size and color scheme. The text should remain consistent for parking signs both on-street and off-street.
- 3.3 There needs to be consistency in the lot signs for pay station use. Currently the signs have too much information and are confusing. When designing signs they need to be simple and to the point. There is directional information on the use of the pay stations at the machine, a person driving is not able to read the signs describing how to use the pay stations.

Responsibility: City/Ignite CDA/Diamond Parking

Recommendation:

- Name all lots.
- Add of a family of parking wayfinding in the downtown using a standard color and text.
- Re-design the pay station signs with less text to fit into the overall parking wayfinding signs.

Action Time: Introduction signs as soon as possible. Complete wayfinding package 0-3 years, with continued maintenance. Lot signs for pay stations as soon as possible.

4. Pay Stations

There are currently not enough pay stations in the McEuen lot and it is decreasing the amount of compliance for paid parking. T2, the company who makes the Luke II pay stations recommends that each pay station can typically serve 50 spaces. This number can go down slightly if there is a high ratio of pay by phone and permit parking occurring in a lot. Table D details the number of recommended pay stations per lot for City lot locations.



Table D

Lot	# of Spaces	# of Luke II	# of Luke II recommended
McEuen	425	3	8 to 9
Independence Point	89	1	2
4th & CDA	53	0	1 to 2 (heavily permit)
Library	105	0	2
Museum Parking Lot	107	0	2
Memorial Field	150	0	3

The meters range \$10,000-\$15,000 per unit depending on the number of units and the contract. Estimates are that it will take around \$62,500 to install the needed pay stations to make the McEuen lot more effective and user friendly. When converting additional lots to pay stations we recommend that the City wait to convert the lots until the budget allows conversion with the recommended number of pay stations.

If the City changed the current meters to allow pay by license plate, customers would not have to return to their vehicle to place the receipt on the dash. A further benefit is that with this system customers would have the convenience of adding time to the meter by cell phone when paying with a credit card. Enforcement of the lot would need to be conducted with a handheld device that could communicate real-time with the Luke II and the pay by phone application. An added benefit to pay by plate is that payment compliance tends to increase with this method of payment. The change from pay and display to pay by plate only requires a software change that would be minimal to no cost to the City.

As the system grows the City could plan to convert all parking enforcement to License Plate Recognition (LPR), which uses a set of cameras attached to a vehicle to conduct on-street and off-street parking enforcement. The system electronically chalks tires with photos along with a record of the license plate which cuts down on the number of contested tickets. With this system the City could use electronic permitting systems where the customer purchases permits on line using a license plate pay. This would be extremely beneficial to both customers wanting a five or seven day permit as well as employees needing monthly permits. This system is extremely effective and is the direction parking enforcement is going. A system as described with all necessary software and hardware would cost between \$68,500 and \$88,500 depending on options and extended warranty.

Responsibility: Coeur d'Alene/Diamond Parking





- Add at least five additional pay stations to the McEuen lot and one to Independence Point.
- Consider converting the pay stations to pay by plate to increase compliance and convenience for customers.

Action Time: As budget allows.

5. Discourage the Development of Any New Private Parking Lots in the Downtown

A parking system works best when the parking can be shared and the municipality is in control of 50 percent or more of the available parking in the downtown. This is important because it allows shared use parking. Maximizing the percentage of the parking supply that is shared use allows the parking needs of Coeur d'Alene to be met with fewer spaces, thereby requiring less investment allocated to parking and less consumption of land for parking purposes. At just 41% of the parking, publicly provided and controlled, the City does not meet this benchmark. At higher percentages of publicly provide parking, even more flexibility is available.

When parking spaces are reserved for specific businesses or uses and are not available for multiple businesses in the downtown they often go unused for the majority of the day. This is even more of a problem when an employee parks on-street due to convenience when their business has a private parking space available for their use, now the employee is actually taking two spaces out of the parking supply. While the current parking demand analysis showed that there is an overall sufficient parking supply, the availability of shared use parking is vital for downtown businesses to succeed. When there is a lack of available shared use parking because the parking is reserved for specific uses, this makes it difficult for a customer/visitor of the downtown to visit more than one location. This also makes it difficult to provide a sufficient amount of employee parking off-street.

Density combined with a mixture of land use types encourages activity in an urban setting. Privately developed surface parking lots can be discouraged through zoning ordinances. Some municipalities' outright ban parking development by private developers, while others implement parking maximums that limit the amount of on-site parking that can be built with development.

When a community chooses to discourage private parking within a specific business district, the Municipality takes on the task and responsibility of providing enough parking to support economic activity for all developments (other than residential) within the district. Most successful downtowns do not require parking in Central Business Districts. The reasoning behind this is that a dense downtown with enhanced activity can be created without an excess of parking or driveways. Rather, parking that is built is shared use and encourages walking thus encouraging customers to visit multiple locations. Additionally, this allows the City to keep development where it is most beneficial, parking in locations that benefit the whole district and a more pedestrian friendly downtown. Under this scenario, all of the new parking need is provided by the City.



Many communities do not require parking for development in Downtown Business Districts. This is to encourage density, mixed land use and development in the district. Most communities do require and new residential developments to provide adequate parking in a Downtown Business District. Residential parking can sometimes work as shared use parking though it is difficult to rent or sell units when there is not a dedicated parking space provided for each dwelling unit especially in an area that does not have multiple forms of public transportation.

Public and private partnerships are another key factor in providing additional publicly available parking. The City, working with churches or banks where possible to seek out additional public/private partnerships for public parking to increase the amount of publicly available parking will benefit the downtown. Churches can add to the public supply during the week days while banks and offices may be able to add to the public supply on evenings and weekends. There are many private lots in the downtown that are currently used for public parking, though since these lots are not controlled by the city they could be developed at any point limiting public supply. Public/Private partnership are a good way to add additional public parking in the downtown though it is not always a long term solution.

- **5.1** The City currently controls 41% of the available parking in the downtown. This number should be closer to 50% or higher to help facilitate the re-occupancy of vacant space along with the ability to pro-actively reallocate parking for new developments.
- **5.2** The City should continue to work with owners of private lots to better market the availability to the public for shared use of the private parking areas where possible. Diamond Parking owns and or manages lots that are classified private though available for public parking. This is a good example of ways in which additional parking can be put into the parking system. The only issue with these lots is that they could be sold for development, leaving communication a key factor in understanding the long term plans for any public/private agreement.

Responsibility: Coeur d'Alene/Diamond Parking/Parking Lot Owners

<u>Recommendation</u>: Discourage the development of private surface lot parking within the Downtown and increase the amount of publicly owned parking in the Downtown.

Action Time: Spring.

6. Parking Enforcement

Parking enforcement is a critical component of a parking system. Differentiating the time limits of parking between off and on-street parking, helps to ensure that customers and visitors have adequate and convenient parking by encouraging employees to leave these spaces available. However, it is necessary to enforce the parking time limits in order for the allocation to work.

Enforcement of time restrictions and other regulations should follow the posted enforcement time in the entire downtown. Within reason, the enforcement staff cannot choose who gets a



ticket. Everyone in violation is treated equally. Parking regulations are necessary and implemented to increase the efficiency of the parking system by allocating certain parking areas to specific users. When the regulations are not followed the system efficiency is degraded.

Parking Enforcement Officers (PEOs') staffing levels will need to be adequate to ensure that parking is routinely monitored per the applicable regulations. Specifically, one PEO can monitor a route consisting of between 600 and 800 parking spaces. This ratio assumes the use of handheld ticket writers and includes the PEO covering a mixture of long and short term parking. If an individual is in a vehicle, a specified route of 600 to 800 parking stalls can be monitored up to four times during a standard shift.

Guidelines to efficient and effective parking enforcement:

- 1. Routing of officers so that a complete circuit is followed every two hours in the downtown area.
- 2. Officers should use handheld parking ticket writers that track license plate numbers.
- 3. Every parking stall, whether occupied or not, is then entered into the handheld.
- 4. The handhelds should be programmed to issue tickets for overtime parking and vehicle shuffling (moving vehicle to a different on-street or off-street stall every 2 hours throughout the day to avoid a ticket).
- 5. Staffing should be at a level adequate to assign one officer to monitor between 600-800 parking stalls per shift.
- 6. Parking enforcement officers should be dedicated to parking duties, only being reassigned during emergencies or special circumstances that arise.
- 7. Street signs should clearly indicate the hours that parking is enforced.

Currently there is one PEO conducing enforcement in a vehicle chalking tires. Recommended enforcement with 1,805 public parking spaces would be conducted by two to three part time PEO's during the summer and two part time PEO's off season. Scheduling the PEO's on alternate days, each set to follow specified routes using handheld ticket writers. The officers should work varying schedules between 9:00am - 5:00pm Monday - Friday.

If parking enforcement is done consistently there is no need to have full time PEO's or to cover every space for every hour of the enforcement time. It is important to maintain a level of staffing to cover the entire parking supply though this can be done randomly. The use of two part time PEO's (three in peak season) covers sick days, vacations and allows a better coverage of the area. If the City converts to a LPR system there will still be a need for two part time enforcement officers to ensure coverage of the entire parking system.

Handheld units can also store data concerning warrants, previous offenders, shuffling of vehicles and unpaid tickets. If a vehicle needs to be booted or towed due to multiple unpaid tickets, the information will come up on the handheld unit. The units can also take pictures of the vehicle in violation. Courtesy tickets, graduated fine schedules and booting for habitual offenders cannot realistically be accomplished without the use of handheld parking ticket writers.



Currently Diamond Parking has handheld units that are not being used to their full capacity. They are only used to write the physical ticket. They need to use the units to their full capacity or purchase new updated handheld units. Software needs to be purchased that would operate the handheld system along with process and file citations. There are several options of specific ticket writing units, though the majority of software written for enforcement can be used with tablets or smart phones with a portable ticket writer. Using a tablet or smart phone allows for an easier upgrade or change in device as well as ticket software.

An estimate for 2 portable printers, software for two tablets or smart phones that would merge with the current Luke II pay stations and the phone payment app is approximately \$37,423.00 for the first year, \$4,460.40 the second year and \$4,683.42 the third year. This cost does not include the handheld unit or the yearly fee for a service provider, it does cover the handheld software, two printers, fixes, patches and updates to the software and support services along with maintenance. This system allows the PEO to carry one handheld device that will provide realtime communication with the Luke II system and the pay by phone app in the lots. The back office software provides operational performance, detailed reports with routes and locations of tickets.

- **6.1** Staffing for parking enforcement should be at a level adequate to assign one officer to monitor between approximately 600-800 parking spaces per shift. There should be multiple routes with varied times so that patterns are not developed allowing patrons to know when and where to park to avoid a citation.
- **6.2** PEO's should use handheld parking ticket writers that track license plate numbers.

Responsibility: Coeur d'Alene/Ignite CDA/Diamond Parking

Recommendation:

- recommended that enforcement be conducted by two part time PEO's in the offseason and two-three part time PEO's in the summer.
- PEO's should use handheld parking ticket writers that track license plate numbers and print tickets.

Action Time: As soon as possible.

7. Parking Fines

Work with the City Attorney and Council to create an ordinance on collecting parking fines, how to handle habitual offenders and what to do when tickets are not paid on time. Currently it is difficult to collect fines because there is not a consequence for not paying a parking ticket or late payments. Until this is corrected, enforcement will not be fully effective.



7.1Work with the City Attorney and Council to write policy to determine fine schedule.

7.2 Rich & Associates recommends keeping the parking violation at \$10.00 until handheld ticket writers are used or purchased. When handheld ticket writers are purchased it is recommended that the City move to a graduated fine system and the first ticket would be a courtesy ticket and the second ticket would be \$15.00 with each ticket after increasing in price. By offering a courtesy ticket first, the parker has clearly been warned of the parking time durations and with free long term parking available there are the appropriate parking options that are free of charge.

The recommend graduated parking fine schedule for overtime parking tickets:

1st - Courtesy ticket

 $2^{nd} - 15.00

3rd - \$20.00

 $4^{th} - 25.00

5th - \$40.00





An example of a map and explanation of graduated fines, attached to parking tickets (including courtesy tickets) in Fort Collins.

- 7.3 From a public relations standpoint, it would be preferable to issue a Courtesy ticket alerting the parker of their violation and then explaining the rules for parking in the downtown including a map of labeled parking areas.
- 7.4 All fines should go to a parking fund and should be used to cover parking operating expenses and any net revenue go back into the downtown area (parking fund) for things such as parking enforcement, sidewalk cleaning, signs, lighting, banners etc. Parking revenue is then helping to pay for the upkeep of the downtown.

Responsibility: Coeur d'Alene

- Adopt the recommended fine schedule
- Offer courtesy tickets along with a graduated fine schedule when ticket issues are addressed and then offer a courtesy ticket for first time offenders.
- It is recommended that all fines revenue go into the parking fund.



Action Time: Set the ticket guidelines as soon as possible and have handhelds ready to begin enforcement as soon as the guidelines are set.

8. Maintenance of Parking Spaces On-street and Off-street

There needs to be a clear policy that defines when streets and lots will be cleaned (sweeping and snow), how the sidewalks should be cleared and where the snow should go.

8.1 Develop a maintenance schedule for the lots to keep up with maintenance needs and help budget yearly costs. This should include trash removal, sweeping, striping, lighting (lens cleaning, bulb replacement), signs, landscaping and tree trimming. A rotating schedule should be developed with daily, weekly, monthly and annual tasks to assure proper maintenance is completed.

Responsibility: Coeur d'Alene/Ignite CDA

<u>Recommendation</u>: Develop cleaning policy for streets, on-street parking, sidewalks, and lots; work with business owners to educate. Then develop a maintenance schedule for the lots to keep up with maintenance needs and help budget yearly costs.

Action Time: Immediate Action.

9. Create a Sinking Fund for Maintenance and Upgrades to the Parking System

- Create a sinking fund for maintenance and upgrades to the parking system. We recommend putting aside \$25.00 per parking space per year. This money would go into a parking fund and should be allocated for long term maintenance and upgrades.
- 9.2 Further, it is suggested that the revenue from parking tickets and permits should be used to cover parking operating expenses and any net revenue go back into the area (parking fund) for things such as parking enforcement, sidewalk cleaning, signs, lighting, banners etc. Parking revenue is then helping to pay for the upkeep of the downtown area.

Responsibility: Coeur d'Alene/Ignite CDA

Recommendation:

- Develop snow removal policy for streets, on-street parking, sidewalks, and lots; work with business owners to educate.
- Then develop a maintenance schedule for the lots to keep up with maintenance needs and help budget yearly costs.

Action Time: Immediate Action.



New Parking

Timing for Additional Parking Development

Parking Development in the City will need to be coordinated with increases in parking demand to ensure that as new development occurs, Coeur d'Alene will have the ability to determine when to consider new parking. Deciding when to initiate new parking and whether to build surface or structured parking will depend first and foremost on financial constraints. Deciding when the new demands warrant, a parking structure is a relatively straightforward calculation. At this point any large development in the **Core Area** will put Coeur d'Alene in a further parking deficit in peak season. There is a current **Core Area** deficit of -221 parking spaces.

Table E is a calculation worksheet the City can use as part of a decision making process to determine when additional parking is needed. The model works using building gross floor area (existing and proposed) as the variable in a decision making flow chart that will assist with determining when new parking demand justifies new parking.

For the purposes of Table E, when a proposed new development's parking demand, along with the existing parking demand, exceed the available parking (on-street and off-street) then the target capacity for new parking is approximately 85 percent of that total. The numbers provided in the New Parking Threshold Calculation Worksheet are an **example** of how the model works. If the Minimum New Parking Needed is equal to or greater than the **optimal capacity** for a parking structure (typically 300 spaces for efficiency in cost and layout) than consider providing structure parking. If the Minimum New Parking Needed is less than the optimal capacity for a parking structure, consider providing surface parking and land banking for a future parking structure when needed. Parking structures are often built smaller than 300 spaces due to land and financial constraints. These structures can still be efficient.

It is in the City's best interest to have a well thought out plan to address parking so it does not hinder development in the downtown. Having a plan that the City can show property owners, stakeholder and potential developers is important to promote growth and maintain stability within the downtown. There is a current concern of not being able to develop properties due to a lack of parking. It was stated in stakeholder meetings that developers would not take on certain vacant properties because of a lack of parking in the northern portion of the downtown. In a situation like this the City/Ignite CDA would be using the structure as an economic development tool and incentive to secure developments in the downtown. This is not a "build it and they will come" approach, there is a clear need for additional parking due to developer's needs.

Additionally, the ability to provide parking without major disruptions to the City's existing parking system can also be achieved if there is enough parking supply to accommodate the temporary loss of parking. This is especially important if the potential parking structure site contains an existing surface parking lot, which would be closed during the construction period.



Ignite CDA is currently looking at a site to develop a parking structure to help with the current parking situation and to help spur development on Block 12. This site was studied in the 2008 study and was determined to be a good location for a structure. This site still remains a good location for a parking structure.

Table E **New Parking Threshold Calculation Worksheet**

Part A: Determining Floor Area

Total Built Gross Floor Area for Core Downtown: 1,187,126 sf

(+) Proposed New Gross Floor Area: 100,000 sf (example)

(--) Gross Floor Area to be removed as part of redevelopment: 0 sf

(=) Total Existing and Proposed New Gross Floor Area: 1,287,126 sf

Part B: Determining Parking Need

Total Existing and Proposed New Gross Floor Area: 1,287,876 sf

(X) 3.03 Parking Stalls Per 1,000 Square Feet: 3,903 spaces

(=) Total Parking Stalls Demanded: 3,903 spaces

(-) Existing On-Off-Street Parking (core area): 3,425 spaces

(=) New Parking Demanded: 3,903 – 3,425 = -478 spaces

Part C: Decision Guide

New Parking Demanded: -478 spaces

(X) 85%: 407 spaces

(=) Minimum New Parking Needed: 407 spaces



Funding Options for the Parking system, Operational Improvements and Additional Parking:

There are no magic answers for the financing of a parking structure or of any parking improvements for that matter. Where there is a charge for on and off-street parking, revenues can be used to pay for improvements. In general this requires the pooling of revenues from all parking areas and fines if possible. At this time we are not recommending to charge for onstreet parking. As the downtown continues to grow and the parking demand continues to increase a fully paid parking system may need to be considered. A best practice for parking systems is that they are self-sufficient, where the money coming into a parking system is used to maintain, enforce and make improvements to the system.

A parking fund should be created and the revenue from parking fines and the long-term maintenance sinking fund should go directly to the parking fund. In the case of Coeur d'Alene there is **currently** only off-street parking areas to collect parking revenue. This generally leaves funding the improvements or the creation of additional parking coming from the City's general fund; local, State or Federal grants; private developers, public/private partnerships or special assessment districts.

Municipalities have also used a combination of general fund, fee-in-lieu payments, TIF and special assessment districts to pay for improvements to the parking system. In some communities the parking system operating expenses are paid for by an assessment district and the general fund.

In-Lieu-of

The in-lieu-of-fees are usually based on a percentage of the cost of providing one parking stall in a new parking structure. Coeur d'Alene has not had a developer use the current in-Lieu-of-fees ordinance to develop a property.

Special Assessment District

Many communities use special assessment districts to help pay for parking improvements. This works by charging each business or building owner a fee based on the gross square foot and land use type.

Tax Increment Finance District (TIF)

In regards to parking is usually used to leverage money for large projects within the district.



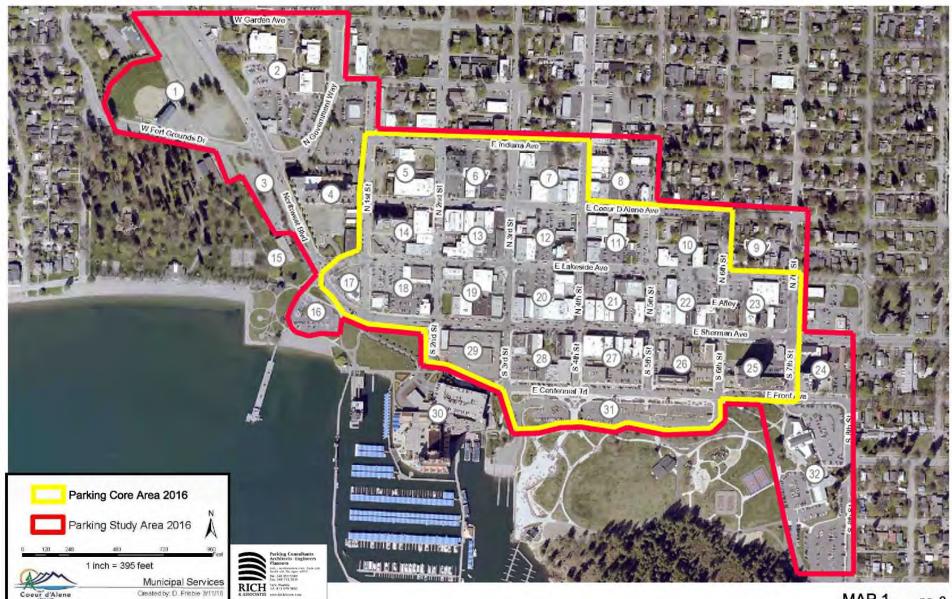


Coeur d'Alene Parking Study Update

Annaka Norris Project Manager Rich & Associates



Study Area

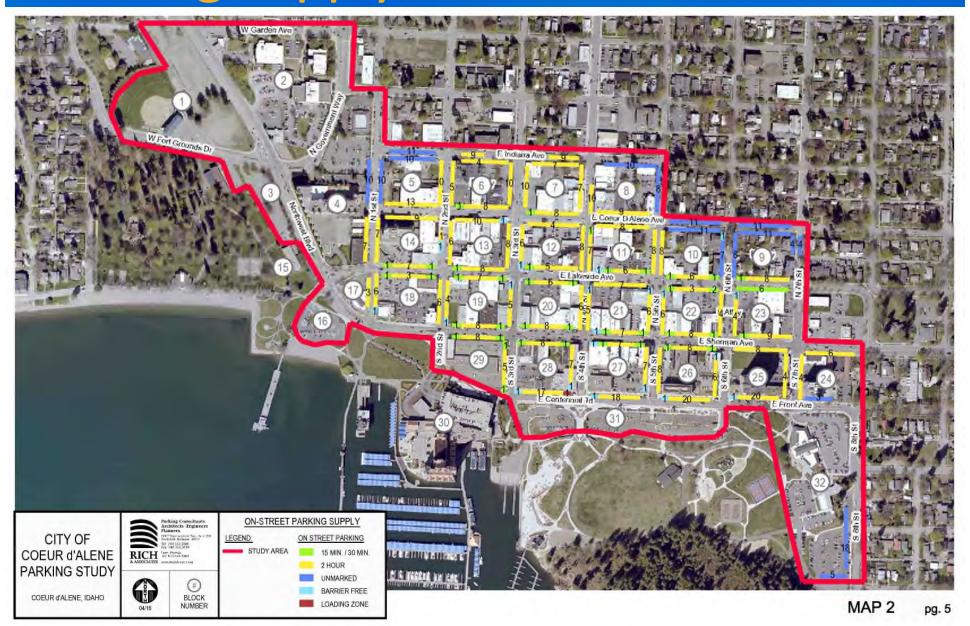


Parking Supply

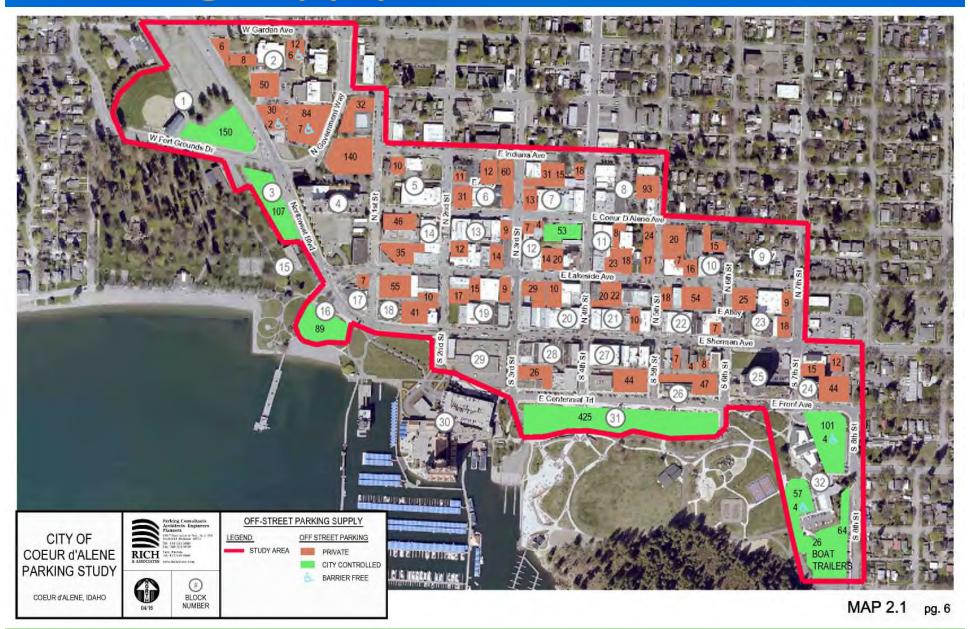
City Contro	City Controlled Parking Supply								
	On-Street Totals	699	16%						
	Off-Street Totals	1,124	25%						
	City Controlled Parking Total	1,823	41%						
Private Par	king Supply								
	Private Parking Total	2,653	59%						
	TOTAL PARKING SUPPLY	4,476							

- Based on Rich & Associates' experience and best practices, we have found that it is desirable for the municipality to have control of at least 50% of the parking supply.
 - This allows for an effective management of parking in terms of allocation, changing demand and market pricing.
 - Coeur d'Alene does not meet this benchmark.

Parking Supply



Parking Supply



Parking Demand

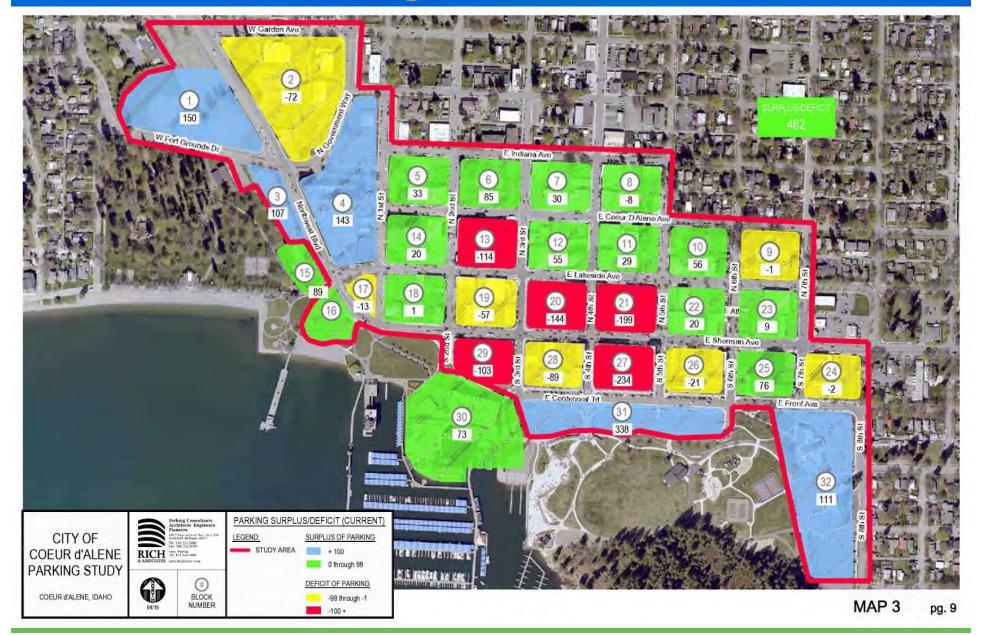
Α	В	С	D	Е	F	G	Н	1	J	K	L	М	N	0	Р	Q	R	S	T	U
					Medical															
Block	Office	Retail	Mixed	Service	Office	Restaurant	Club	Residential	Gov.	Community	Hotel	Marina	Church	Commercial	Vacant	Demand	Parking	Surplus/	Surplus/	Surplus/
								per unit			per room	per slip				Peak	Supply	Deficit	Deficit	Deficit
Daytime	2.85	2.00	2.35	2.75	4.00	5.08	2.00	1.40	2.50	0.63	0.95	0.27	0.30	0.40	2.86	current	current	current		10 years
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	150	150	150
2	0	3,702	0	0	0	0	0	0	107,828	0	0	0	0	0	0	277	205	-72	-72	-72
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107	107	107	107
4	69,450	0	0	0	0	0	0	95	0	0	0	0	0	0	0	331	474	143	143	143
5	0	0	0	625	0	0	0	2	0	10,850	0	0	0	21,000	0	20	53	33	33	33
6	10,472	0	11,433	0	0	0	0	0	0	0	0	0	0	0	0	57	142	85	85	85
7	17,264	0	0	9,884	0	0	0	1	0	0	0	0	6,816	0	14,681	80	110	30	13	-3
8	44,100	0	0	0	0	2,500	0	0	0	0	0	0	0	0	4,050	138	130	-8	-13	-18
9	2,841	0	0	0	0	0	0	18	0	0	0	0	0	0	0	33	125	92	92	92
10	6,962	0	0	0	1,750	0	0	0	0	9,000	0	0	15,000	0	0	37	93	56	56	56
11	11,100	26,300	3,375	0	0	0	0	1	0	0	0	0	0	0	5,500	94	123	29	23	17
12 (1)	2,500	5,000	6,900	1,150	0	5,175	0	4	0	0	0	0	0	0	25,375	68	123	55	55	55
13	4,436	5,500	3,888	23,773	0	14,520	5,500	0	0	0	0	0	0	0	0	183	69	-114	-114	-114
14	7,195	0	0	0	0	0	0	41	0	0	0	0	0	24,500	0	88	108	20	20	20
15/16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	89	89	89	89
17	8,125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	10	-13	-13	-13
18	0	1,125	16,975	0	0	15,300	0	0	0	0	0	0	0	0	0	120	121	1	1	1
19	17,000	15,000	0	0	0	9,150	0	0	0	4,200	0	0	0	0	0	128	71	-57	-57	-57
20	28,350	18,430	16,250	0	0	10,000	0	0	0	0	0	0	0	0	15,000	207	63	-144	-161	-178
21	0	5,996	19,621	0	0	43,790	0	0	0	0	0	0	0	0	25,920	281	82	-199	-228	-258
22	0	16,908	5,250	5,500	0	4,903	0	0	0	0	0	0	0	0	0	86	106	20	20	20
23	8,534	0	0	0	0	0	0	10	0	14,850	17	0	0	0	0	64	73	9	9	9
24	15,000	0	0	0	0	0	0	22	0	0	13	0	0	0	0	86	84	-2	-2	-2
25	41,792	10,000	0	0	0	0	0	53	0	0	0	0	0	0	0	213	289	76	76	76
26	24,900	4,000	15,675	6,250	0	0	0	0	0	0	0	0	0	0	0	133	112	-21	-21	-21
27	20,004	11,628	99,948	0	0	0	0	0	0	0	0	0	0	0	0	315	81	-234	-234	-234
28	13,000	29,739	0	0	0	9,075	0	6	0	0	0	0	0	0	0	151	62	-89	-89	-89
29	4,200	54,200	0	0	0	0	0	0	0	0	0	0	0	0	0	120	17	-103	-103	-103
30(2)	0	0	0	0	0	0	0	0	0	0	338	392	0	0	0	427	500	73	73	73
31(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	87	425	338	338	338
32(3)	0	0	0	0	0	0	0	0	22,890	38,000	0	0	0	0	0	168	279	111	111	111
TOTALS	357,225	207,528	199,315	47,182	1,750	114,413	5,500	253	130,718	76,900	368	392	21,816	45,500	90,526	4,014	4,476	462	388	313
						lacant land o										spaces	spaces	spaces	spaces	spaces

⁽¹⁾ Block 12 is the potential site for a parking structure. The Vacant land on this block is not assumed re-occupied in future scenarios.

⁽²⁾ Block 30 is Coeur d'Alene Resort and Marina, this is just outside the study area though it effects the parking in the study

⁽³⁾ Blocks 31&32 has Tubs Hill parking need (174 total split between each block) included in Demand (numbers from Coeur d'Alene Parks Director)

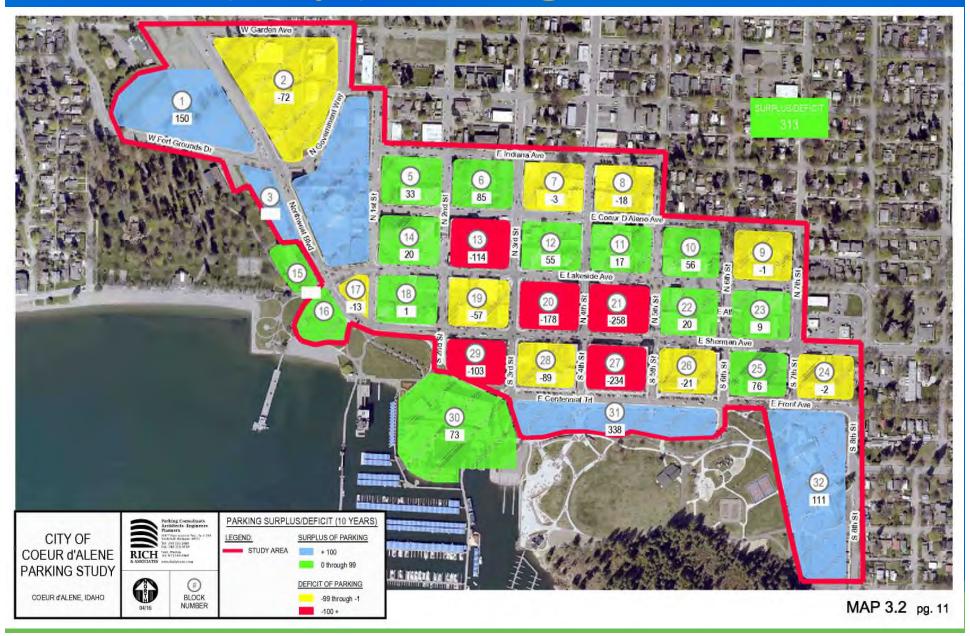
Current Parking Demand



Future (5 yr) Parking Demand



Future (10 yr) Parking Demand



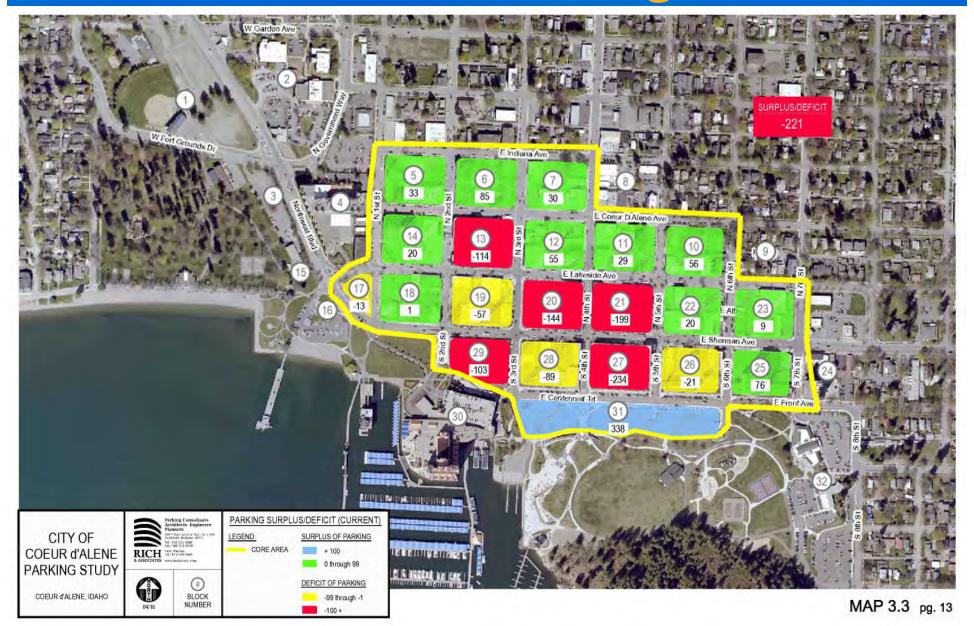
Core Area – Parking Demand

Core Demand									
Α	Q	R	S	T	U				
Block	Demand	Parking	Surplus/	Surplus/	Surplus/				
BIOCK		Ū							
	Peak	Supply	Deficit	Deficit	Deficit				
Daytime	current	current	current	5 years	10 years				
5	20	53	33	33	33				
6	57	142	85	85	85				
7	80	110	30	13	-3				
10	37	93	56	56	56				
11	94	123	29	23	17				
12 (1)	68	123	55	55	55				
13	183	69	-114	-114	-114				
14	88	108	20	20	20				
17	23	10	-13	-13	-13				
18	120	121	1	1	1				
19	128	71	-57	-57	-57				
20	207	63	-144	-161	-178				
21	281	82	-199	-228	-258				
22	86	106	20	20	20				
23	64	73	9	9	9				
25	213	289	76	76	76				
26	133	112	-21	-21	-21				
27	315	81	-234	-234	-234				
28	151	62	-89	-89	-89				
29	120	17	-103	-103	-103				
31(2)	87	425	338	338	338				
TOTALS	2,554	2,333	-221	-290	-360				
	spaces	spaces	spaces	spaces	spaces				

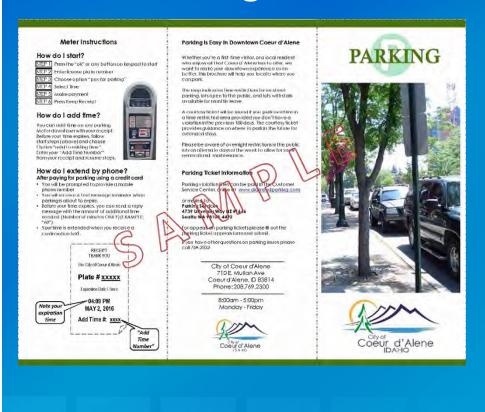
(1) Block 12 is the potential site for a parking structure. The Vacant land on this block is not assumed re-occupied in future scenarios.

(2) Block 31 has 1/2 Tubs Hill parking need (87 total) included in Demand (numbers from Coeur d'Alene Parks Director)

Core Area Current Parking Demand



Marketing





- Special Event Parking
 - Use sandwich boards and flyers to direct parkers to appropriate parking areas.

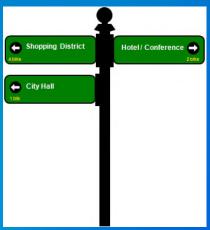
- Parking Signs
 - Direction/Location
 - Introduction
 - Wayfinding
 - Pedestrian Wayfinding
 - Pay Station Signs
 - Name Lots















- Pay Stations
 - Add 5 Pay Stations to McEuen Lot
 - T2 recommends 1 unit per/50 spaces
 - Consider converting pay stations to pay by license plate.
 - Compliance increases
 - Convenience for customers
 - No need to put receipt on dash
 - Can add to time from cell phone if paid by credit card
 - If/When converting parking enforcement to License Plate Recognition permits could be purchased using pay by license plate.

- Discourage the Development of Any New Private Parking Lots in the Downtown
 - Parking systems work best when a municipality controls 50% or more of parking.
 - Allows for shared use
 - The City can be pro-active in allocation and location changes to help facilitate new development or changes in land use.
 - The City can manage density without an excess of parking.
 - Keeps development where it is most beneficial.
 - Coeur d'Alene controls 41% of parking within the study area.

- Parking Enforcement
 - To enforce the entire parking system effectively there should be 2 part time PEO's with 3 at peak season.
 - PEO's should follow multiple routes at varied times so patterns are not developed.
 - PEO's should use handheld parking ticket writers that track license plate numbers.
 - Tracks shuffling
 - Repeat offenders
 - Chalk can be wiped off or not work in inclement weather.

Parking Fines

- Work with the city Attorney and Council to write a policy to determine fine schedule.
- Recommended Fine Rate 1st Courtesy ticket
 - [№] 2nd \$15.00
 - 3rd \$20.00
 - 4th \$25.00
 - 5th \$40.00
- Create a policy to issue Courtesy Ticket to first time offenders.
 - Must use handheld
- All fine revenue should go to a parking fund to cover operating expenses with any net revenue going back into the downtown.

- Maintenance of Parking Spaces On-Street & Off
 - Develop a Maintenance schedule for the lots to keep up with maintenance and help budget yearly costs.
 - Trash removal
 - Sweeping
 - Lighting
 - Meters
 - Signs
 - Landscaping

- Create a Sinking Fund for Maintenance and Upgrades to the Parking System
 - Recommended \$25/space per year
 - Revenue from parking tickets and permits should be used to cover operating expenses.

New Parking

- The Core Area is in a parking deficit of -221 spaces in peak season.
 - Stakeholders have said developers have walked away due to a lack of parking.
 - New planned parking would be an economic tool and incentive to secure new developments downtown.
 - Block 12 has been chosen as a good location for a parking structure.
 - This is in the area that is prime for development.
 - There is enough land to build an efficient parking structure.

MEMORANDUM

DATE: MAY 11, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: CREATION OF REGULATIONS REGARDING MOBILE SALES

DECISION POINT: To provide staff direction regarding the creation of regulations regarding mobile sales on private property within the city limits of Coeur d'Alene.

HISTORY: On February 24, 2104 the General Services Committee directed staff to create regulations regarding door-to-door sales and mobile sales on private property. This recommendation was based on public safety concerns including fire, traffic, stormwater, and grey water disposal. Staff held a stakeholder meeting on October 1, 2014. Many stakeholders provided email addresses to allow for a continued dialog. On April 7, 2015 the City Council approved the door-to-door solicitation code. In the meantime, staff continued to work on the nuances of mobile sales. A draft of proposed regulations was provided to the stakeholders via email on August 7, 2015, and 6 responses were received. Staff took some of the suggested changes under consideration and now presents a revised draft to the City Council for review.

Currently, the City has regulated sales on public property (i.e., parks, sidewalks, streets) and has not regulated temporary uses. The only code that allows direct sales is the commercial zone code within the city limits. Additionally, Panhandle Health District provides all the oversight over the mobile food handling and discharge.

The Panhandle Health District has a system in place to license/provide letters to mobile vendors as certification of their inspection/approval of their processes for discharge. The District is very concerned with disposal of water waste and does require a narrative regarding how the vendor will handle the waste and requires a connection to a commercial kitchen for certain food types. Currently, the District has noted 72 vendors registered within our city limits (*attachment 1*). However, several of those are truly catering companies and are not mobile vendors as defined by the proposed code (*attachment 2*). As one can deduct from the list, most are not associated with a specific address, but rather a parking lot description or closest other commercial activity and some are clearly seasonal. The following is a breakdown of the proposed classifications proposed in the code with a brief description and example.

- Permanent Mobile (Class A) Moveable unit, not permanently mounted on a foundation, but placed for more than 180 days at one location. (e.g., Best Sandwich Shop)
- Temporary Mobile Food/Beverage Concession (Class B) 180 days or less in one location, can move to another location under new permit throughout the year. (e.g., the Big Yellow)
- Mobile Food Concession (Class C) no more than 15 minutes at any location (e.g., Ice Cream Truck)
- Temporary Mobile, Non-food Concessions (Class D) Sale of goods/services/other than food/beverage less than 180 days within calendar year; must be on commercial property (e.g., Sunglasses/blankets/flower basket)

• Special Event Concessions (Class E) - No more than three consecutive days at one location, not more than 20 day in a calendar year. (e.g., street fair)

Staff has recommended neither outdoor seating, nor fencing and would like to know what the Council's preference is in regard to those recommendations as well as hours of operation, and the movement of temporary vendors every 179 days with a minimum of 500 feet from its previous location.

FINANCIAL ANALYSIS: Proposed fees would be dependent upon staff time required to implement the code. Staff will review and recommend fees that will cover costs.

DECISION POINT/RECOMMENDATION:

• To provide staff direction regarding the creation of regulations regarding mobile sales on private property within the city limits of Coeur d'Alene and direct staff to prepare an Ordinance.

	Si te Name	Di sp	Address	City St Zip
_	BEST BUZZ ESPRESSO -			
	MOBI LE	NCO		
_	G-GOURMET	NCO		
_	FRI ZZLE FRI ES	OPEN		
	BOBA BABES	OPEN		
5	MOUNTAIN SHACK SNOWCONE &			
	SOFT SERVE	NCO		
	TOBYS BBQ, LLC	NCO	4TH OF JULY -SUN UP BAY, AND VARIOUS MOBILE EVENTS	
`	PATTYS TACOS #2	NCO	ABATE OF IDAHO, AND VARIOUS MOBILE EVENTS	
8	LUCID ROOTS	NCO	FARMERS MARKETS	
9	TIKI HUT OF CDA	NCO	INDEPENDENCE POINT CITY PARK, LOCATED ON THE BEACH	
40	ARBC CATERING - MOBILE		MOBI LE	
	MANGIA CATERING - MOBILE		MOBI LE	
	TAQUERIA JALISCOS	_	MOBI LE	
	ROLLING DISCIPLE FOODS	OPEN		DONNEDC FEDDY
13	ROLLING DISCIPLE FOODS	NCO	6686 MAIN ST	BONNERS FERRY, ID 83805
14	SCHEFFELMAIER MEATS	7.130	VARIOUS LOCATIONS	CATALDO, ID
	MOBI LE	OPEN		83810
	ANNI ES ORCHARD ESPRESSO	NCO	54025 HWY 200	CLARK FORK, ID 83811
	TUGS HOT DOGS	OPEN	77 LAKEVIEW DR	COCOLALLA, ID 83813
17	ETZ AND TREATS			COEUR D ALENE, ID 83814
		OPEN		
18	KONA ICE OF SPOKANE KEV	OPEN		COEUR D ALENE, ID 83814
10	D HAWAIIAN SNOW	OI LIV	 1136 E 16TH ST	COEUR D ALENE,
1 19				ID 83814
		OPEN		
20	TACOS LOS PANCHOS - MOBILE	OI LIV	2102 N 4TH ST	COEUR D ALENE, I D 83814
		OPEN		
	COEUR DE BREIZH GOURMET FRENCH CREPES		3615 N GOVERNMENT WAY	COEUR D ALENE, ID 83814
	DAWDEADELC	OPEN	540 8507 415	005110 0 11 5115
22	RAWDEADFI SH	OPEN	510 BEST AVE	COEUR D ALENE, ID 83814
23	JJS ROADSIDE GRILL	OFEN	510 E BEST AVE	COEUR D ALENE,
		OPEN		ID 83814
			1	

24	TACO WORKS 1		510 E BEST AVE, FIXED-MOBILE	COFUR D ALENE
24	THEO WORKS T		1310 E BEST AVE, TTAEB MOBILE	ID 83814
		OPEN		
25	BLUE SMOKE BBQ		510 E BEST AVE, FIXED-MOBILE	COEUR D ALENE,
				ID 83814
		OPEN		
26	BEST SANDWICH SHACK		518 E BEST AVE	COEUR D ALENE,
				ID 83814
		OPEN		
27	PENNYS PIT MOBILE		7419 N GOVERNMENT WAY	COEUR D ALENE, ID 83814
		NOO		ID 83814
	THE FISH FOLKS	NCO	 919 N 5TH ST	COTUD D ALTAIT
28	THE FISH FULKS		919 N 51H 31	COEUR D ALENE, ID 83814
		OPEN		03014
20	THE COFFEE PLACE	OFEN	AVE, COFFEE MOBILE	COEUR D ALENE,
29	ooi i EE i Enot		,,	ID 83814
		OPEN		
30	THE WURST MAN IN TOWN		CDA STREET FAIR, VARIOUS	COEUR D ALENE,
			TEMP EVENTS	ID 83814
		OPEN		
31	DRUMMIN UP BBQ		GOVERNMENT WAY	COEUR D ALENE,
				ID 83814
		OPEN		
	DJS ADVENTURES IN		KOOTENAI COUNTY AREA	COEUR D ALENE,
	DELI CI OUSNESS	005		ID 83814
	WHITE STONE ODLL	OPEN	LIVE AFTED FIVE AND MADIQUE	COCID D ALENE
33	WHITE STONE GRILL		LIVE AFTER FIVE, AND VARIOUS EVENTS	ID 83814
		NCO		03014
21	TACO WORKS 2	NCU	MICK AND MACKS ON 4TH	COEUR D ALENE,
34	mod normo z		III ON THE MITORO ON THE	ID 83814
		OPEN		
35	COEUR DE BREIZH CREPES -		MOBI LE	COEUR D ALENE,
	MI NI			ID 83814
		NCO		
36	3 NINJAS		MOBILE FOOD TRUCK EVENT	COEUR D ALENE,
				ID 83814
		NCO	NODTH I DANG 5115	005110 0 41 =::=
	SHAMELESS SAUSAGES / NATS NOODLE HOUSE		NORTH IDAHO FAIR	COEUR D ALENE,
	NOODLE HOUSE	ODEN		ID 83814
20	INLAND EMPIRE CONCESSIONS	OPEN	NORTH IDAHO FAIR, AND	COEUR D ALENE,
38	TINLAND EMPTRE CUNCESSIONS		VARIOUS TEMP EVENTS	ID 83814
		NCO	VALUE OF TENIN EVENTO	00017
30	THE BUOY	1400	I ON LAKE CDA	COEUR D ALENE,
39	500.			ID 83814
		NCO		
40	AMERICAN LEGION BASEBALL		RAMSEY BALL FIELD-, BEHIND	COEUR D ALENE,
			KROC CENTER	ID 83814
		OPEN		

41	NINA MARYS MEXICAN AMERICAN LLC	OPEN	RUNGE'S PARKING LOT, FIXED MOBILE (FOR THE WINTER)	COEUR D ALENE, ID 83814
42	TACOS CAMARGO LLC		VARIOUS EVENTS	COEUR D ALENE, ID 83814
43	MONTANA BAR-B-Q CO	OPEN	VARIOUS EVENTS, WALLACE	COEUR D ALENE, ID 83814
44	TUSCAN STONE PIZZA	NCO	VARIOUS LOCATIONS	COEUR D ALENE, ID 83814
45	COWBOY BAR B Q	PEND	VARIOUS SITES	COEUR D ALENE, I D 83814
	HUCKLEBERRY ICE CREAM - SCOOPS	OPEN	VARIOUS TEMP EVENTS	COEUR D ALENE, ID 83814
	KING OF TACOS	NCO	VARIOUS TEMP EVENTS	COEUR D ALENE,
48	DOUBLE B	NCO	5273 N GOVERNMENT WAY	I D 83814 COEUR D ALENE,
40	CATERING BY GALEA	NCO	PO BOX 197	I D 83815 HARRI SON, I D
	WOODMAN CATERING	OPEN	9757 N RUSTLERS TRAIL	83833 HAYDEN LAKE, ID 83835
51	LYLOS TERIYAKI	OPEN OPEN	HAYDEN FARMERS MARKET	HAYDEN LAKE, ID 83835
	ARCTIC KAT 2 ARCTIC KAT 1	NCO	HONEYSUCKLE BEACH KOOTENAI COUNTY AREA	HAYDEN LAKE, ID 83835 HAYDEN LAKE, ID
	THE BBQ MAFIA	NCO	503 HUMBI RD LN, PO BOX 457	83835 KOOTENAI, ID
	HAYSTACK PALACE	NCO OPEN	212 PINE HILL RD	83840 NEWPORT NEWS, WA 99156
56	THE BIG YELLOW MOBILE KITCHEN	OPEN	NE CORNER OF 4TH & HARRISON, PARKING LOT OF GOODWI	POST FALLS, ID 83814
	I NDI AN ROBS		FALLS CLUB, AND VARIOUS LOCATION	POST FALLS, ID 83854
	AZARS GREEK CUISINE HOT SHOTS ESPRESSO	PEND	VARIOUS TEMP EVENTS PRIEST LAKE SERVICE CENTER	POST FALLS, ID 83854 PRIEST LAKE, ID
60	TROPHY SPICE	OPEN OPEN	4756 W DIAGONAL RD	83856 RATHDRUM, ID 83858
61	ERIC'S DAWG HOUSE	OPEN	EVENTS	RATHDRUM, ID 83858

62	JUPITER JANE LLC	NCO	591 GOOBY RD	SANDPOINT, ID 83864
63	SOUL PICNIC	NCO	611 N ELLA	SANDPOINT, ID 83864
	MANDALA PIZZA	OPEN	P O BOX 2511, MOBILE UNIT	SANDPOINT, ID 83864
	SHOSHONE SHRINE CLUB	OPEN	STORED AT JOHNNY'S BAR	SMELTERVILLE, ID 83837
	BEAN BUZZ ESPRESSO	OPEN	32485 N 5TH AVE	SPIRIT LAKE, ID 83869
	TWO COOKS WITH LOVE CATERING - MOBILE UNIT	NCO	11712 E BOONE AVE, SPOKANE ALRPORT BUSINESS PARK/C	SPOKANE, WA 99206
68	LONGHORN BBQ EAST CATERING	OPEN	2315 N ARGONNE RD	SPOKANE, WA 99212
69	EGG ROLL EXPRESS 2	NCO	4230 E CARLISLE	SPOKANE, WA 99217
70	TACO SHACK	OPEN	29 HOMER ST	ST MARIES, ID 83861
	WHITES CONCESSIONS - MOBILE 2	OPEN	1798 LOG CABIN RD	WORLEY, ID 83876
–	WHITES CONCESSIONS - MOBILE 1	OPEN	1798 W LOG CABIN RD	WORLEY, ID 83878

46	Open
3	Pending
43	Active

26 Not Currently open

PURPOSE.

The purpose of this Chapter is to preserve and protect the health, safety, and general welfare of persons and property in the City by regulating the operation, location, and licensing of mobile and special event concessions.

DEFINITIONS.

- A. **Mobile Food Concession.** A service establishment operated from a vehicle that travels about the City on a continuous basis, vending only a food or beverage product.
- B. **Permanent Mobile Food and/or Beverage Concession.** A service establishment operated from a vehicle, mounted on a trailer that can be towed by a vehicle, or otherwise configured such that it can be moved from place to place, and which remains at a specific location for more than one-hundred eighty (180) consecutive days, is not permanently attached to a fixed foundation structure, and is placed on private property for the purpose of vending only a food and/or beverage.
- C. **Special Event Concession.** A service establishment operated at a single location for a special event, vending food and/or beverages, or non-food items.
- D. **Temporary Mobile Food and/or Beverage Establishment.** A service establishment operated from a vehicle or mounted on a trailer that can be towed by a vehicle or is capable of being moved under its own power or otherwise, but that is stationary for a period of more than ten (10) minutes at a single location and that operates for fewer than one-hundred eighty (180) consecutive days at a specific location.
- E. **Temporary Mobile Non-Food Concession.** A concession offering for sale or rent goods or services other than food or beverages, operated from a vehicle or mounted on a trailer that can be towed by a vehicle or is capable of being moved under its own power or otherwise.
- F. **Trailer.** For purposes of this Chapter, the term "trailer" shall have the same meaning as defined in Idaho Code § 49-121(6).
- G. **Vehicle.** For purposes of this Chapter, the term "vehicle" shall have the same meaning as defined in Idaho Code § 49-123(2).

PERMITS; APPLICATION; STANDARDS.

- A. Permit Required.
 - 1. All concessions governed by this Chapter must have, and display for public view, a current City permit when in operation.
 - 2. A concession shall not be required to obtain an individual permit under this Chapter if it is covered by a special event permit issued by the City to another entity.

B. Classes of Permits:

- 1. Class A Permanent Mobile Food and/or Beverage Concession.
- 2. Class B Temporary Mobile Food and/or Beverage Concession.
- 3. Class C Mobile Food Concession.
- 4. Class D Temporary Mobile Non-Food Concession.
- 5. Class E Special Event Concession.

C. Required Application.

1. <u>All classes of permits</u>. The applicant shall complete an application on a form provided by the City, providing his/her current physical and mailing address, and telephone and email contact information. If the concession is to be operated by someone other than the applicant, the same information shall be provided for the operator, if known. The applicant shall notify the City of any change in such information within three (3) business days.

2. Additional Information required for Class A, B, D and E permits.

- a. The applicant shall provide the name, address, and contact information for the owner of the property on which the concession will be located and written documentation showing the consent of the property owner and, if applicable, the consent of the owner to use of restrooms on the property. The applicant shall notify the City of any change in such information within three (3) business days.
- b. The applicant shall provide a Site Plan indicating the exact location of the concession on the property, and the distance to other concessions, buildings, property lines, restrooms, etc. The Plan must show all ingress and egress paths, parking stalls, and driving lanes and their dimensions.

3. Additional Information required for Class C permits.

- a. An application for a Class C permit shall include: (1) the applicant's age, legal name, post office address and residence; and (2) the applicant's places of residence for the past five (5) years immediately preceding the filing of such application.
- b. The applicant shall state whether the applicant has, within the last five (5) years, been convicted of any crime involving a controlled substance or minors.

- c. The applicant shall provide, as required by the City Clerk, any information and fingerprints necessary to obtain criminal history information from the Idaho state police and the Federal Bureau of Investigation pursuant to Idaho Code § 67-3008 and congressional enactment Public Law 92-544. The applicant shall tender the fee required for the criminal history check at the time the application is submitted.
- d. No Class C permit shall be issued to an applicant, individual operator, managing agent of the applicant, or active partner in the applicant who has been convicted of a crime involving a controlled substance or minors within the previous five (5) years
- e. The city council shall have the right to revoke any permit once granted if it is discovered that the applicant, individual operator, managing agent of the applicant, or active partner in the applicant had been convicted of a crime involving controlled substances or minors within the five (5) years prior to submitting the application. Prior to the revocation of any license, written notice of the reasons for such action shall be given to the applicant or licensee by the City Clerk of the City of Coeur d'Alene. Such notice shall state that the applicant or licensee may request a hearing on such decision before the city council within ten (10) days of receiving the notice. Should the applicant or permittee request a hearing within such ten (10) day period, the applicant shall be notified, in writing, by the City Clerk of the time and place of the hearing.
- 4. <u>Additional information required for concessions involving the preparation and/or sale of food and/or beverages</u>. Unless otherwise provided in this Chapter, the application shall be submitted a minimum of thirty (30) days prior to the date the concession will begin to operate and shall provide:
 - a. A copy of the menu showing all food and beverages intended to be served.
 - b. A description of the type and location of restrooms available to staff and the public.
 - c. Proof of a Panhandle Health District approved source of water, which may be provided at any time prior to the issuance of the permit.
 - d. A letter or certificate of approval from Panhandle Health District, which may be provided at any time prior to the issuance of the permit.
 - e. Proof that all workers have a current Idaho Food Handler's Permit.
- D. Standards.
 - 1. All concessions.

- a. The vendor must possess a valid Idaho seller's permit.
- b. The vendor must provide trash containers large enough to contain a minimum of one (1) day's total refuse. All areas around the concession must be kept free of debris and refuse must be removed as needed.
- c. A sign permit is required if an A Frame sign is to be used. All other signage and advertising must be painted or permanently attached to the side of the vehicle or trailer and must remain in that position when the concession is moved.
- d. All concessions may operate only in a commercial zone unless otherwise specified herein.
- e. Each concession, and the property on which it operates, must meet all current applicable codes, including but not limited to building, fire, vehicle, electrical, plumbing, and planning.
- f. If the concession is the only use on the property, the lot must meet commercial design guidelines.

2. <u>All food and/or beverage concessions</u>.

- a. Facilities for hand-washing must be available to workers and the public.
- b. Disposal of wastewater must be performed via cleanout on site. If no cleanout on site is available, an alternate method of disposal must be approved by the Wastewater Department prior to issuance of the permit.
- c. The method of grease disposal must be approved by the Wastewater Department and a grease interceptor may be required.
- d. The vendor must schedule a safety inspection by the Coeur d'Alene Fire Department and the meet the criteria on the mobile vendor safety sheet. If tents will be used, the vendor must obtain a tent permit from the Fire Department.
- e. No accessory seating or other appurtenances are allowed; PROVIDED, concessions operating on properties with permanent restroom facilities may have seating and appurtenances upon compliance with applicable building, wastewater, and planning codes.

3. Class A permit.

a. The applicant must undergo a City Project Review meeting which identifies applicable requirements.

- b. The vendor may be located on private property within non-residential zones.
- c. The applicant must provide access to restrooms for staff and patrons within 100 feet of the concession. The restrooms must be available any time the concession is in operation.

4. Class B permit.

- a. The vendor may be located on private property within non-residential zones.
- b. The vendor may not be located within three-hundred (300) feet of a school.
- c. The concession may not operate for more than one-hundred eighty (180) consecutive days at a specific location.
- d. The days of operation at a specific location are counted from the first day the concession operates at the location until the last day it operates there. If the concession is moved temporarily for a special event and returns to that location, the time at the special event shall be included in the calculation of days at that location. In order to be considered a new location, the concession must be moved a minimum of five-hundred (500) feet from the previous location.

5. <u>Class C permit.</u>

- a. The concession may remain in a stationary location for no more than fifteen (15) minutes before moving a minimum of 150 feet from the previous selling point.
- b. The concession may not operate within three-hundred (300) feet of a school during school hours.
- c. The concession may not operate in any City-owned park, beach, or parking lot.
- d. The concession may not operate in the downtown business district (DC).
- e. The concession may operate in a residential zone.
- f. All appurtenances must be attached to the cart. Additional signage or seating is not allowed.
- g. Sales must all be conducted from within the cart or vehicle.

h. Permits will expire November 1 annually.

6. Class D permit.

- a. No food or beverages may be sold.
- b. The vendor may not operate within 300 feet of a school or, if vending any type of weapon, within 600 feet of a school.
- c. A vendor must be located on private property within non-residential zones.
- d. The concession may not operate within the City for more than one-hundred eighty (180) days in a calendar year.

7. <u>Class E permit</u>.

- a. The application must be submitted a minimum of five (5) days prior to the date of the event.
- b. The application shall indicate the dates and hours of set-up and removal.
- c. The applicant must schedule a Fire Department inspection on-site for the first day of the event, at a time at least one to two (1-2) hours prior to start of the event.
- d. The vendor must correct all identified safety violations prior to the start of the event. A failure to correct safety violations prior to the start of the event may result in the vendor being required to vacate the premises and forfeiting the permit fee.
- e. A Fire Department tent permit is required if any heating and/or cooking is to be performed utilizing tents.
- f. The vendor may operate no more than three (3) consecutive days at a single location for a special event unless endorsed on the permit.
- g. The vendor may operate within the City limits under a Class C permit no more than twenty (20) days total in any calendar year.

E. Fees.

- 1. Fees for each class of permit shall be set by Resolution of the city council.
- 2. The required fee shall be paid at the time the application is submitted and is non-refundable.

VIOLATIONS.

- A. In addition to conduct contrary to specific provisions of this chapter, the following shall be considered a violation:
 - 1. Operating prior to issuance of a permit or continued operation after suspension, revocation, or denial of a permit.
 - 2. Operation after revocation of any required Panhandle Health District approval and/or permit.
 - 3. Knowingly, intentionally, or recklessly providing false information on a permit application
 - 4. Failure to comply with any other applicable provision of the City Code.

B. **Penalty**.

- 1. A violation of this Chapter shall be punishable under City Code § 1.28.010; and
- 2. A first violation may result in a thirty (30) day revocation of the permit. A second violation may result in a sixty (60) day revocation of the permit. The third violation shall result in revocation of the current permit and may be grounds to deny any future permits; and
- 3. If the nature of the violation is determined to be a life safety or health issue, the permit may be revoked immediately.



History

- February 24, 2014 General Services directed staff to create regulations regarding door to door sales and mobile sales on private property
- October 1, 2014 A stakeholders meeting was held
- April 7, 2015 Council approved the door to door solicitation code
- August 7, 2015 staff provided the draft regulations to stakeholders seeking input

Coeur d'Alene

REASONS TO REGULATE

- Public Safety
 - Fire Concerns
 - Traffic Concerns
 - Stormwater Concerns
 - Grey water disposal
 - Signage
- No current codes exist to regulate these uses
- Addresses complaints received
- Creates a partnership with Panhandle Health District



Public Safety

- Toledo, OH December 2015
- Phoenix, AZ November 2015
- Greensboro, NC September 2015
- Miami-Dade, FL August 2015
- Washington DC outside of Whitehouse March 2015
- Lakeville, MN March 2015



Proposed Regulations

- Background checks for vendors within residential zones i.e., Ice Cream trucks; Schwan's
- Provides definitions for types of mobile vendors into 5 categories
 - Permanent Mobile (Class A)
 - Temporary Mobile Food/Beverage Concession (Class B)
 - Mobile Food (Class C)
 - Temporary Mobile Non-Food Concession (Class D)
 - Special Event Concession (Class E)
- Fire Inspections
- Planning check of required parking
- Wastewater will require grey water into on-site cleanouts



Panhandle Health continues to regulate health/food safety

Panhandle Health enforces the food handling code. They can not enforce local codes such as parking, signage, fire safety, or grey water requirements to on-site cleanouts.

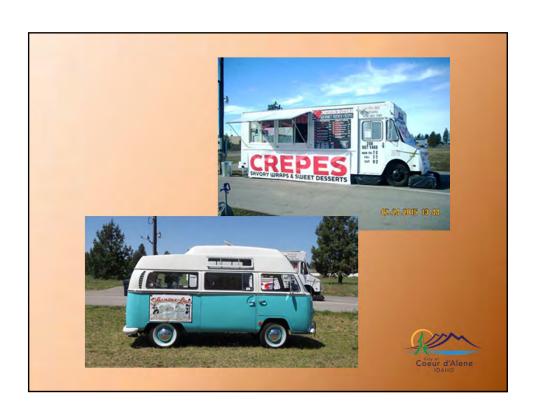


Definitions of types of mobile vendors

- Permanent Mobile (Class A) Moveable unit, not permanently mounted on a foundation, but placed for more than 180 days at one location. (Best Sandwich Shop)
- Temporary Mobile Food/Beverage Concession (Class B) 180
 days or less in one location, can move to another location
 under new permit throughout the year. (the Big Yellow)
- Mobile Food Concession (Class C) no more than 10 minutes at any location (Ice Cream Truck)
- Temporary Mobile, Non-food Concessions (Class D) Sale of goods/services/other than food/beverage less than 180 days within calendar year; must be on commercial property (Sunglasses/blankets/flower basket)
- Special Event Concessions (Class E) No more than three consecutive days at one location, not more than 20 day in a calendar year. (street fair)





















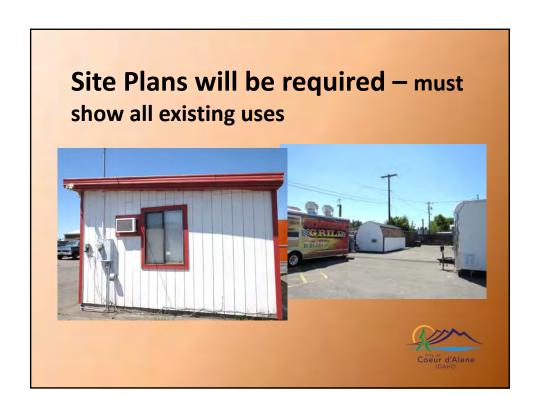




















Vendor Feedback

The draft code was sent to 24 stakeholders (who provided emails at the last meeting) 6 responses were received.

Comments included:

- Panhandle Health District already regulates; let them continue; don't add more regulations
 - PHD only regulates the food handling portion of the code, they do not do fire inspections, planning code enforcement, nor verify where grey water is dumped
- Why 180 day restriction; why no seating; why no vending in Downtown BID
 - 180 days based on what would be an average summer (sales) season for our area; downtown BID has street congestion

Vendor Feedback

Comments included:

- Draft not well organized
 - We agreed and reorganized and abbreviated the text
- Not much impact to non-food vendors
- Why now; can't operate without seating; I just want to be left alone.
 - Complaints were received from Brick and Mortar restaurant owners; Public Safety; outdoor seating causes additional enforcement and public health concerns
- Awesome, Thank you (Pres. Of Spokane Food Truck Association)



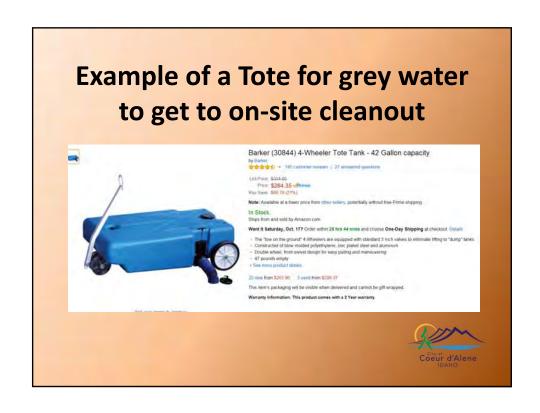
Options/Questions for Council to Consider

- Should fencing (temporary) be allowed?
- Should outdoor seating (temporary) be allowed?
- Should we set hours of operation?
- Do we want to have mobiles move 500' and/or outside of the same parcel (e.g., Costco/Runges/Good Will parking lot)

Action Requested

- To provide direction to staff as to areas to be amended
- Staff will finalize fee estimates and bring an Ordinance back to Council for approval





MEMORANDUM



Date: May 17, 2016
To: City Council

From: Hilary Anderson, Community Planning Director

Subject: O-1-16. Porta Potty Ordinance

DECISION POINT:

Adopt Council Bill No.16-1010, Municipal Code 13.12.010 entitled "Portable Toilets; Regulations.

HISTORY:

The City Council and Planning Commission held a joint workshop on January 14, 2016. One of the agenda items was the USE OF PORTA POTTIES FOR "SEASONAL" BUSINESSES. The request was made by a local business owner who was desiring to use porta potties on a seasonal basis for a beer garden.

City Code currently restricts the use of privies in the city other than for construction activities and does not speak to portable toilets. (City Code Section 13.12.010: Privies; Restrictions)

After much discussion about the difference between privies and porta potties, how porta potties are used in some city parks and at special events, the possible need for handwashing stations, the definition of seasonal businesses, public land versus business use, the practical application of use at a commercial business, the cost of building porta potty structures and enforcement, the City Council directed staff to develop codes regulating porta potties including provisions for public use, special events, commercial use, seasonal guidelines and a definition of a seasonal business, and enclosures/aesthetics related thereto.

Staff from the legal, planning, municipal services, wastewater, parks and recreation, and building departments met after the workshop to come up with a list of key components to be included in a draft ordinance. An ordinance was then drafted to address those issues in addition to the items requested by the City Council.

A workshop was held with the Planning Commission on March 8th where staff asked for input on the key components of the draft ordinance before staff moved forward with finalizing the ordinance and scheduling a public hearing. Input from the workshop has been incorporated into the Porta Potty Ordinance. Language has been added to allow the use of porta potties at public transit sites provided the city approves the location, and the temporary use of porta potties for special events and private functions without a permit.

Additionally, input from the Municipal Services Department has been incorporated to allow portable toilets for seasonal commercial uses on property zoned manufacturing and for the possible seasonal use of portable toilets for temporary mobile vendors.

The Planning Commission held a public hearing on April 12 and voted unanimously to recommend approval of the ordinance to the City Council.

FINANCIAL ANALYSIS:

The proposed ordinance is anticipated to be cost neutral. There would be an administrative permit with a fee that would cover administrative costs. Otherwise, any additional costs to the city would be nominal.

PERFORMANCE ANALYSIS:

The key components of the Porta Potty Ordinance include:

- The purpose of the ordinance: to preserve and protect the health, safety, and general welfare of persons and property in the City by regulating the location and maintenance of portable toilets, and requiring a permit for their use and placement.
- A definitions section, including a definition of "seasonal use" as no more than one-hundred eighty (180) consecutive days in a calendar year and "temporary use" as not exceeding seven (7) consecutive days and not repeated within the calendar year.
- A statement of allowable use: Portable Toilets may only be used to provide: bathroom
 facilities for community and special events; seasonal bathroom facilities in conjunction
 with commercial activities; bathroom facilities in conjunction with and during public or
 private construction activities; bathroom facilities located on public property for members
 of the public; and bathroom facilities for Temporary Use under special circumstances
 when adequate permanent bathroom facilities are unavailable. In no case shall portable
 toilets be placed or maintained as permanent sanitary facilities or in lieu of the
 connection of a site or facility to the City's sanitary sewer system.
- The allowance for use of portable toilets with an administrative permit for commercial uses in commercial and manufacturing zones, but only on a seasonal basis.
- The requirement for an administrative permit, together with the necessary contents of a permit application and exceptions to the permit requirement.
- Screening requirements and clarification on when DRC review is required.
- Establishment of standards for setbacks, orientation/screening, location of portable toilets, and required maintenance.
- A declaration that portable toilets placed or maintained in violation of the ordinance constitute a public nuisance.
- A provision that the ordinance will be enforced by any authorized City official.

DECISION POINT/RECOMMENDATION:

Adopt Council Bill No.16-1010, Municipal Code 13.12.010 entitled "Portable Toilets; Regulations.



Porta Potty Ordinance (0-1-16)

City Council May 17, 2016



Ordinance Purpose

To preserve and protect the health, safety, and general welfare of persons and property in the City by regulating the location and maintenance of portable toilets, and requiring a permit for their use and placement.



Statement of Allowable Use

- Community events
- Special events & private functions
- Construction projects
- Public use on public property
- Temporary use
- Seasonal commercial use *



Permit Requirement

- 1. Site address of the property
- 2. The dates the Portable Toilet will be used
- 3. Contact information
- 4. A detailed site plan
- 5. Schedule for emptying/maintenance
- 6. Disposal location and authorization
- 7. Screening details



Exceptions to the Permit

- Community events
- Public use on City property
- Public transit sites
- Road & utility construction projects
- Emergencies
- Construction activities
- Special Events/Private Functions



Performance Standards

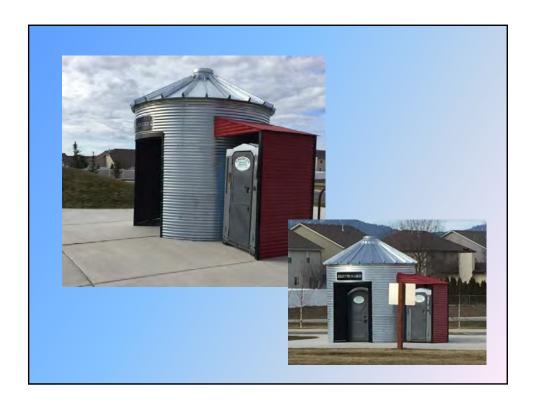
- Setback requirements
- Placement orientation/screening
- Location
- Code compliance
- Handwashing/hand sanitation stations
- Maintenance











Violation & Enforcement

- Portable Toilets placed or maintained in violation of the ordinance constitute a public nuisance
- Enforcement of the ordinance by any authorized city official



Decision Point/Recommendation:

Adopt the ordinance with any changes



ORDINANCE NO. ____ COUNCIL BILL NO. 16-1010

AN ORDINANCE REPEALING SECTION 13.12.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ENTITLED "PRIVIES; RESTRICTIONS;" ADDING A NEW SECTION 13.12.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ENTITLED "PORTABLE TOILETS; REGULATIONS;" PROVIDING REGULATIONS FOR THE LOCATION AND MAINTENANCE OF PORTABLE TOILETS; REQUIRING A PERMIT FOR THE USE AND PLACEMENT OF PORTABLE TOILETS, AND EXCEPTIONS TO THE PERMIT REQUIREMENT; PROVIDING DEFINITIONS OF RELEVANT TERMS; PROVIDING STANDARDS FOR THE LOCATION, ORIENTATION, AND SCREENING OF PORTABLE TOILETS; DECLARING PORTABLE TOILETS PLACED, USED, OR MAINTAINED IN VIOLATION OF THE PROVISIONS OF THE ORDINANCE TO BE A PUBLIC NUISANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that Section 13.12.010 of the Municipal Code of the City of Coeur d'Alene be repealed and that a new Section 13.12.010 be adopted;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene that:

SECTION 1. Coeur d'Alene Municipal Code Section 13.12.010 is repealed.

SECTION 2. A new Section 13.12.010 is added to the Coeur d'Alene Municipal Code as follows:

13.12.010: PORTABLE TOILETS; REGULATIONS:

A. PURPOSE AND APPLICABILITY.

The purpose of this ordinance is to preserve and protect the health, safety, and general welfare of persons and property in the City by regulating the location and maintenance of portable toilets, and requiring a permit for their use and placement.

B. **DEFINITIONS.**

As used in this section, the following terms shall have the meaning defined herein.

- 1. <u>Community Event</u>. A planned occasion or activity open to the general public and sponsored by the City, another governmental entity, or a private party.
- 2. <u>Offensive Odor</u>. Any noxious or unpleasant odor escaping from the Portable Toilet structure that can be detected outside of said structure.
- 3. <u>Owner</u>. The owner of the Portable Toilet and the owner of the property on which the Portable Toilet is located.
- 4. <u>Portable Toilet</u>. A free-standing, movable toilet structure equipped with a water-tight impervious container which receives waste discharged through a hopper, seat, urinal or similar device, and into which container may be placed disinfecting or deodorizing chemicals, and which is not designed or intended for connection to a sewer system with a standard connection. For the purposes of this section, Portable Toilet and chemical toilet shall have the same meaning.
- 5. <u>Private Parks</u>. Privately-owned passive or active recreation areas which occupy a discrete area, including but not limited to: parks, beaches, docks, hiking trails, natural areas, wildlife areas, arboretums, open grassy areas, baseball and football fields, tennis courts, basketball courts, play fields, playgrounds, outdoor swimming pools, fitness courses and tracks, and golf courses and driving ranges. For the purposes of this definition, common areas owned and maintained by homeowners associations are also included.
- 6. <u>Privy</u>. An outbuilding with one or more seats and a pit serving as a toilet.
- 7. <u>Responsible Party</u>. Any person or entity renting or leasing a Portable Toilet.
- 8. <u>Seasonal Use</u>. Use that is dependent upon or accompanying the seasons of the year or some particular season, and that is repeated or intended to be repeated annually, but for no more than one-hundred eighty (180) consecutive days in a calendar year.
- 9. <u>Special Event/Private Function</u>. A planned occasion or activity open only to a limited group of people invited by the host or sponsor. A Special Event may occur only on private property.
- 10. <u>Temporary Use</u>. Use that lasts, exists, serves, or is effective for a limited time only, not exceeding seven (7) consecutive days, and which is not repeated, or intended to be repeated, subsequently within the calendar year.

C. ALLOWED AND PROHIBITED USES.

- 1. Portable Toilets may only be used to provide: bathroom facilities for community and special events; seasonal bathroom facilities in conjunction with commercial activities; bathroom facilities in conjunction with and during public or private construction activities; bathroom facilities located on public property for members of the public; and bathroom facilities for Temporary Use under special circumstances when adequate permanent bathroom facilities are unavailable.
- 2. In no case shall portable toilets be placed or maintained as permanent sanitary facilities or in lieu of the connection of a site or facility to the City's sanitary sewer system.
- 3. No person shall construct or maintain a privy in the City.

D. PERMIT REQUIRED.

- 1. Except as provided in subsection 4, no Portable Toilet for an Allowed Use shall be placed or maintained on public or private property without first obtaining an administrative permit from the City.
- 2. The following information shall be provided as part of the permit application:
 - a. The site address where the Portable Toilet will be located.
 - b. The date(s) during which the Portable Toilet is to be located on the property.
 - c. The name, address and phone number of the owner of the Portable Toilet and contact information for the owner of the property upon which the Portable Toilet will be placed.
 - d. The name, address and phone number of the Responsible Party.
 - e. A description of the Allowed Use for which the Portable Toilet is requested.
 - f. A site plan identifying the proposed location of the Portable Toilet and any proposed handwashing/hand-sanitizing stations.
 - g. A description of the emptying and maintenance schedule and procedures for the Portable Toilet and any handwashing/hand-sanitizing station, together with identification of the location of

disposal of waste materials from the Portable Toilet and documentation of authorization for said disposal.

- h. A rendering, showing the location of the Portable Toilet on the property, how it will be screened from the street and/or adjacent residential areas, and a description of materials to be used for screening, shall be provided for review by the Planning Department. (Requirements for screening of service areas can be found in the Downtown Design Guidelines and Commercial Design Guidelines.)
- 3. If the Portable Toilet is part of a proposed new use, the project in its entirety (including screening of the Portable Toilet) may be subject to review by the Design Review Commission under Section 17.09, IV. Design Review Procedures, of the Zoning Code, prior to the issuance of a permit.
- 4. A Portable Toilet placement permit shall not be required for:
 - a. The placement of Portable Toilets by the City on public property for Temporary Use in conjunction with community events.
 - b. Any placement of Portable Toilets by the City for use by the public on property owned, leased, or maintained by the City.
 - c. The placement of Portable Toilets at public transit sites, PROVIDED, the City shall approve the location of the placement.
 - d. The placement of Portable Toilets on public or private property in conjunction with public road and utility construction projects, PROVIDED, the City shall approve the location of the placement.
 - e. The placement of Portable Toilets on private property in conjunction with private development, construction, road and utility projects during periods of active construction.
 - f. The placement of Portable Toilets to support emergency services operations during emergencies and natural disasters, and during interruption of sewer service due to emergencies or planned upgrades/repairs.
 - g. The placement of Portable Toilets on private property for no more than three (3) consecutive days for a Special Event or Private Function. If Portable Toilets are placed or maintained for

more than three (3) Special Events or Private Functions on the same property in the same calendar year, a permit shall be required and screening provided for the Portable Toilet.

E. STANDARDS; LOCATION AND ORIENTATION.

- 1. Setbacks. Non-screened Portable Toilets shall be located at least eight (8) feet from any property line.
- 2. Setbacks, lakes, streams, and swales. Portable Toilets shall be located at least fifty (50) feet from the ordinary high water elevation of any lake or stream, and not within any swale or infiltration basin.

3. Orientation; Screening.

- a. Portable Toilets shall be oriented in such a way that the opening or door faces away from any right-of-way or residential dwelling unit unless screened by a sight-obscuring fence or enclosure at least six (6) feet in height equipped with a door or screen wall which completely blocks the view of the Portable Toilet from said right-of-way or residential dwelling unit.
- b. Screening of Portable Toilets must be provided whenever a permit is required under this section and for any permanent installation unless a determination is made by the Community Planning Director that the screening requirement can be waived due to site conditions that sufficiently block the Portable Toilet from view from rights-of-way or adjacent residential areas.
- c. Screening, when required, must comply with the requirements of the Building and Fire codes adopted by the City. Examples of appropriate screening may be obtained from the Planning Department.

4. Location.

- a. All Portable Toilets shall be located in such a manner as to allow for the appropriate servicing and to ensure that any vehicle required for said servicing shall not cause damage to property.
- b. Portable Toilets shall be located on the site so as to not obstruct existing structures or driveways. Portable Toilets shall be located in such a manner as to not be potentially impacted by site conditions such as slopes, ditches, or prevailing winds.
- 5. All Portable Toilets shall comply with all Wastewater, Building, Fire, and other applicable codes and regulations, including the Americans

With Disabilities Act. The Owner and/or the Responsible Party are responsible for ensuring compliance with all applicable codes and regulations.

- 6. All Portable Toilets utilized in conjunction with the preparation, service or consumption of food shall be equipped with, or shall be accompanied by, an approved handwashing/hand-sanitizing station.
- 7. Portable Toilets for Seasonal Use in conjunction with a commercial activity are allowed only within zones C-17, DC, M, and LM.

F. MAINTENANCE.

- 1. All Portable Toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying Portable Toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage.
- 2. Every person, firm or corporation cleaning or empting Portable Toilets shall use a suitable vehicle which utilizes water-tight, completely closed tanks or boxes designed to prevent leakage and the escape of Offensive Odors. The Owner or Responsible Party shall provide proof of an agreement to monitor and service the Portable Toilet prior to placement.
- 3. Portable Toilets, including any handwashing/hand-sanitizing stations, shall be kept in good working condition without any broken surfaces or leaks. Doors must be in good working condition and must be able to be securely latched while in use.
- 4. It is the Owner's and the Responsible Party's responsibility to ensure that Portable Toilets are not used in a dangerous or inappropriate manner. This may be accomplished by monitoring or securing the Portable Toilets during periods of inactivity, such as night time and weekend hours, or by other effective means as appropriate.

G. PUBLIC NUISANCE.

Any Portable Toilet that is placed without the required permit, emits an offensive odor, is leaking, is located in violation of the requirements of this chapter, is located in such a manner as to block any public or private right of way, or that in any way causes a hazard to the public health safety and welfare is declared a public nuisance.

H. ENFORCEMENT.

Any authorized City official may enforce the provisions of this chapter by declaring a public nuisance and requiring the immediate removal of any Portable Toilet, and the Owner and Responsible Party of said Portable Toilet shall be responsible for such removal and any cost thereof. The declaration of public nuisance may be in addition to any penalty provided by the City Code or other remedy provided by law.

I. SEVERABILITY.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provisions to other persons and circumstances shall not be rendered invalid thereby.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 5. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 17, 2016.

APPROVED, ADOPTED and SIGNED this 17th day of May, 2016.

	Steve Widmyer, Mayor	
ATTEST:		
Renata McLeod, City Clerk		

SUMMARY OF COEUR D'ALENE ORDINANCE NO.

REPEALING MUNICIPAL CODE CHAPTER 13.12.010 ENTITLED "PRIVIES; RESTRICTIONS" AND ADDING NEW MUNICIPAL CODE SECTION 13.12.010 ENTITLED "PORTABLE TOILETS; REGULATIONS"

AN ORDINANCE REPEALING SECTION 13.12.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ENTITLED "PRIVIES; RESTRICTIONS;" ADDING NEW SECTION 13.12.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ENTITLED "PORTABLE TOILETS; REGULATIONS;" PROVIDING REGULATIONS FOR THE LOCATION AND MAINTENANCE OF PORTABLE TOILETS; REQUIRING A PERMIT FOR THE USE AND PLACEMENT OF PORTABLE TOILETS, AND EXCEPTIONS TO THE PERMIT REQUIREMENT; PROVIDING DEFINITIONS OF RELEVANT TERMS; PROVIDING STANDARDS FOR THE LOCATION, ORIENTATION, AND SCREENING OF PORTABLE TOILETS; DECLARING PORTABLE TOILETS PLACED, USED, OR MAINTAINED IN VIOLATION OF THE PROVISIONS OF THE ORDINANCE TO BE A PUBLIC NUISANCE: PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE: AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

Idaho. I have examined the attached sur repealing Municipal Code Section 13.12.0 Municipal Code Section 13.12.010 Entitled	Deputy City Attorney for the City of Coeur d'Alene, mmary of Coeur d'Alene Ordinance No, 10 Entitled "Privies; Restrictions," and adding new "Portable Toilets; Regulations," and find it to be a see which provides adequate notice to the public of the
Context thereof.	
DATED this 17 th day of May, 2016.	
	Randall R. Adams, Chief Deputy City Attorney



CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, PLANNER

DATE: MAY 17, 2016

SUBJECT: ZC-1-16 ZONE CHANGE FROM MH-8 TO R-12

LOCATION: +/- .91 ACRE PARCEL LOCATED AT 3045 N. FRUITLAND LANE

APPLICANT/OWNER:

GT, LLC 4773 W Mill River Court Coeur d'Alene, ID 83814

DECISION POINT:

GT, LLC is requesting approval of a zone change from MH-8 (Mobil Home at 8 units/acre) to R-12 (Residential at 12 units/acre) zoning district.

PLANNING COMMISSION:

At their regular monthly meeting on April 12, 2016, the Planning Commission unanimously recommended approval, without conditions, for the zone change request.

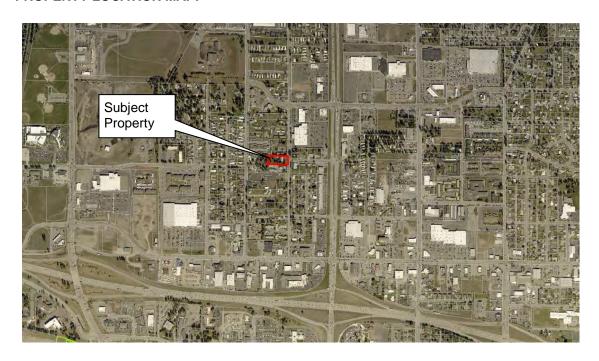
BACKGROUND INFORMATION:

The subject property is located west of the intersection of N. Fruitland Lane and W. Cherry Lane. There is an existing house and detached garage located on the subject site. The property has been used as a single family residence for many years. Toward the rear of the property there are electrical transmission lines that traverse over the property at an angle.

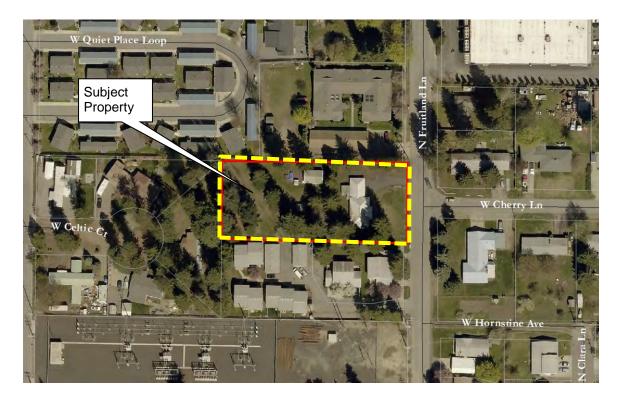
The property is surrounded by the R-12 zoning district on three sides. There is a pocket housing development located on the adjacent property to the south and an apartment complex located on the adjacent property to the north. The applicant has indicated that they intend to demolish the existing single family dwelling and create a pocket housing development if the proposed zone change is approved.

However, it should be noted that the applicant's proposed project plan is not tied to the requested zone change. If the subject site is approved to be changed to the R-12 Residential District, then all permitted uses in the R-12 Residential District would be allowed on this site including the applicant's proposed project.

PROPERTY LOCATION MAP:



AERIAL PHOTO:

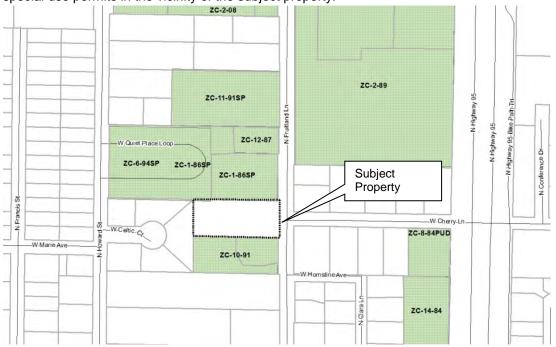


CHERRY LANGE PARCEL INFORMATION: AMERICA MARINE AMERICA MAR

APPLICANT'S EXHIBIT OF PROPOSED ZONE CHANGE:

PRIOR LAND USE ACTONS:

Planning Commission and City Council approved a zone change request (ZC-1-86SP) north of the subject property from MH-8 to R-12 in 1986. Another zone change from MH-8 to R-12 was approved on the property to the south of the subject property (ZC-10-91) in 1991. As seen in the map provided below, the area is in transition with a multitude of approved zone changes and special use permits in the vicinity of the subject property.



GENERAL INFORMATION:

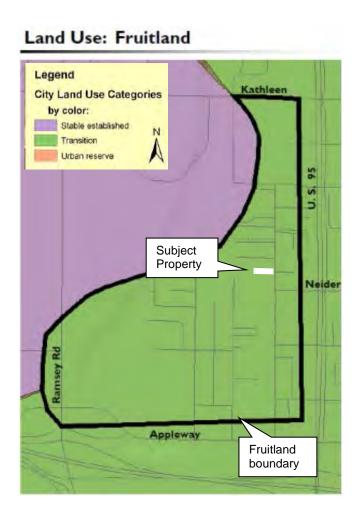
The Residential R-12 District is intended as a residential area that permits a mix of housing types at a density of not greater than 12 dwelling units per gross acre. This district is appropriate for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landside hazard areas.

REQUIRED FINDINGS:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:

- The subject property is within the existing city limits.
- The City Comprehensive Plan Map designates this area as Fruitland-Transition:



Transition:

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

Fruitland Tomorrow

Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist.

Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

The characteristics of Fruitland neighborhoods will be:

- That overall density will approach eight residential units per acre (8:1).
- That single and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

The characteristics of Fruitland commercial areas will be:

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

Goal #1: Natural Environment

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

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

Objective 1.16

Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

Objective 2.05

Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Goal #3: Home Environment

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.01

Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05

Neighborhoods:

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

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.10

Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management in city government.

Objective 4.06

Public Participation:

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

Evaluation:

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

B. <u>Finding #B9:</u> That public facilities and utilities (are) (are not) available and adequate for the proposed use.

STORMWATER:

Stormwater issues are not a component of the proposed zone change, any storm issues will be addressed at the time of development on the subject property. City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

-Submitted by Chris Bates, Engineering Project Manager

STREETS:

The subject property is bordered by Fruitland Lane on the east. This existing roadway is in varying stages of improvement from partial (no curb, gravel shoulder), to, fully developed (full curb/sidewalk) street sections. Any development on the subject property will result in the installation of full street improvements. These improvements will be addressed through the building permit process at the time of development on the subject property.

-Submitted by Chris Bates, Engineering Project Manager

WATER:

The property in question is currently served by a 12" water main in Fruitland Ln. and the property has one ¾" service providing water to the existing structure. There is sufficient capacity to provide additional service to the property relative to the proposed zone change. All new service connections and any potential fire flow related improvements will be the responsibility of the property owner/developer at their expense. The Water Department has no objections to the zone change as proposed.

-Submitted by Terry Pickel, Water Superintendent

SEWER:

Public sewer is available at the subject site and of adequate capacity to support this zone change. The Wastewater Utility has no objections to the zone change as proposed.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

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

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

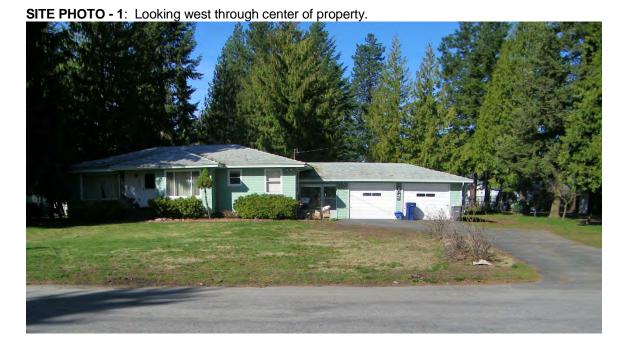
-Submitted by Bobby Gonder, Fire Inspector

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

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

PHYSICAL CHARACTERISTICS:

The site is generally flat with residential uses adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request.





SITE PHOTO - 2: Northeast corner of property looking south along Fruitland Lane



Evaluation:

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

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

TRAFFIC:

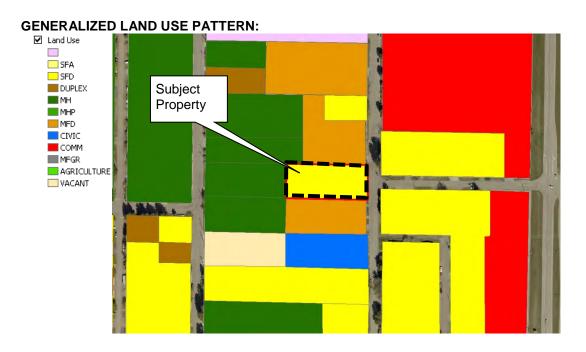
Without a defined use for the subject property, approximate traffic generation cannot be estimated, however, the change from a MH-8 zonal use to an R-12 zonal use is insignificant in terms of the amount of vehicle traffic generated. The average peak hour traffic from an MH-8 zone amounts to 0.52 trips, whereas, the average peak hour rate for a residential zone is 0.90 The subject property is situated adjacent to major N/S and E/W arterial roadways with multiple signals for traffic control, and adjoining local streets that intersect these arterials. These roadways will accommodate traffic generated through the proposed zone change on the subject property.

NEIGHBORHOOD CHARACTER:

From 2007 Comprehensive Plan: Fruitland Today

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.



ZONING MAP:



Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right from MH-8 uses to R-12 uses (as listed below).

Existing MH-8 Zoning District:

Principal permitted uses in an MH-8 district shall be as follows:

- Individual mobile homes
- Home occupations as defined in Sec. 17.06.705
- Essential services (underground)
- Civic administrative offices
- Single family detached housing
- Neighborhood recreation
- Public recreation

Permitted uses by special use permit in an MH-8 district shall be as follows:

- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (above ground)

- Mini-storage facility
- Mobile home park
- Noncommercial kennel
- Religious assembly
- Bed & breakfast facility

Proposed R-12 Zoning District:

Principal permitted uses in an R-12 district shall be as follows:

- Civic Administrative Offices
- Duplex housing
- Essential service (underground)
- "Home occupation", as defined in this title
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-12 district shall be as follows:

- Boarding house
- Childcare facility
- Commercial film production
- Commercial recreation
- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (aboveground)

- · Group dwelling detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only
- Two (2) unit per gross acre density increase

Evaluation:

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

APPLICABLE CODES AND POLICIES:

UTILITIES:

- 1. All proposed utilities within the project shall be installed underground.
- 2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
- 3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

STREETS:

- 4. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
- 5. All required street improvements shall be constructed prior to issuance of, or, in conjunction with, building permits.
- 6. An encroachment permit is required to be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

7. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

PROPOSED CONDITIONS:

None

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

ACTION ALTERNATIVES:

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

Applicant: GT, LLC

Location: 3045 N. Fruitland Lane

Request: A proposed zone change from MH-8 to R-12

QUASI-JUDICIAL (ZC-1-16)

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

Commissioner Luttropp inquired if new sidewalks will be added to the property if this is approved.

Mr. Behary stated that the applicant will be required to provide new sidewalks on the portion to be developed.

Public Testimony open.

Drew Dittman, applicant representative, explained that the applicant intends to do a pocket-house project on the property; which is currently not allowed in the existing MH8 zone, but is allowed in the R-12 zone. He commented that when the project is completed, it will blend nicely with the surrounding area.

R.C. Walker stated that he lives on Fruitland Lane and would like to know if any new sidewalk will be added. He explained that Fruitland Lane does not have sidewalks on both sides of the street, which pushes people out in the street and is dangerous. He stated that he has addressed this issue with the City Engineer, Gordon Dobler, and didn't get any response to this problem and feels it should be addressed now.

Cleo Stach stated that she has lived on the corner of Fruitland and Cherry Lane for 20 years and is happy that the zone will be changed so the trailers will go away. She explained that apartments on the lot will help clean up the area and will be a big improvement.

Rebuttal:

Mr. Dittman discussed traffic and the frontage improvements that will be made to provide connectivity.

R.C. Walker stated there is sidewalk on Fruitland Lane, but it is not connected, and would like to see that problem resolved. He also added it would be nice to have some traffic calming devices in this area, since the traffic is bad.

Public Testimony closed.

Discussion:

Commissioner Ingalls stated that he appreciates all the comments regarding the sidewalks and explained that the commission must make their decision based on how this zone change will affect the property and that issues with sidewalks are looked at through the building permit process. He stated that the R-12 zone selected by the applicant will be a nice fit with the neighborhood.

Motion by Ingalls, seconded by Ward, to approve Item ZC-1-16. Motion approved.

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

COEUR D'ALENE PLANNING COMMISSION FINDINGS AND ORDER

A. INTRODUCTION

This matter having come before the Planning Commission on, April 12, 2016, and there being present a person requesting approval of: ZC-1-16, a request for a zone change MH-8 (Mobile Home at 8 units/acre) to R-12 (Residential at 12 units/acre) zoning district.

APPLICANT: GT, LLC

LOCATION: +/- .91 ACRE PARCEL LOCATED AT 3045 N. FRUITLAND LANE

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

- B1. That the existing land use is residential.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is MH-8(Mobile Home at 8 units/acre).
- B4. That the notice of public hearing was published on, March 26, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 30, 3016, which fulfills the proper legal requirement.
- B6. That 64 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 25, 2016.
- B7. That public testimony was heard on April 12, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.12 Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 3.01 Managed Growth: Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.10 Affordable & Workforce Housing: Support efforts to preserve and provide affordable and workforce housing.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff's comments in the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the site is generally flat with residential uses adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the R-12 is consistent and will blend nicely with the neighborhood character and that the existing roads are adequate to accommodate any added traffic that the R-12 will generate.

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

None.

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

ROLL CALL:

Voted Yes
Voted Yes

Motion to approve carried by a 6 to 0 vote.

Comments

This property should not even be zoned for 8 mobile units; much less 12. Traffic on Fruitland lane is already a safety hazard with to many cars and trucks! I am totally against this

CITY COUNCIL STAFF REPORT

DATE: MAY 10, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

TROY TYMESEN, FINANCE DIRECTOR

RE: PUBLIC HEARING FOR INTENT TO EXCHANGE LAND AND LAND

EXCHANGE AGREEMENT WITH ST. VINCENT DE PAUL SALVAGE BUREAU,

INC.

DECISION POINTS:

• To hold a public hearing and accept public comment regarding the land exchange of real property located at 201 Harrison Avenue, Coeur d'Alene and a parcel consisting of 11,479.1 square feet more or less abutting Atlas Avenue (adjacent to City owned land: site of Fire Station No. 4)

• To approve of a Land Trade Agreement for the land exchange of real property located at 201 Harrison Avenue, Coeur d'Alene and a parcel consisting of 11,479.1 square feet more or less abutting Atlas Avenue (adjacent to City owned land: site of Fire Station No. 4)

HISTORY: At a workshop held with the City Council on February 2, 2016, the Council authorized the surplus of city-owned property located at 201 Harrison Avenue and authorized it as part of a land trade. 201 Harrison Avenue is a .718 acre parcel zoned C-17. St. Vincent de Paul has been leasing the property since June 4, 2013, as a social service center called the H.E.L.P. Center. St. Vincent's has stated that they would like to purchase the building due to its location that is central to many of their other services. They have acquired a piece of property that is needed for the development of Fire Station No. 4 and would like to enter into a property exchange Agreement. Staff negotiated the attached Land Exchange Agreement.

FINANCIAL: In addition to receiving the property abutting Atlas Road, St. Vincent agrees to provide funds in the amount of \$479,083.60 for a total value of \$525,000. Funds received will go into the General Fund, with the intent of covering costs associated with the City Hall remodel project.

DECISION POINT/RECOMMENDATION:

• To approve of a Land Trade Agreement for the land exchange of real property located at 201 Harrison Avenue, Coeur d'Alene and a parcel consisting of 11,479.1 square feet more or less, abutting Atlas Avenue (adjacent to City owned land: site of Fire Station No. 4).



DD

Recording requested by and when recorded return to:

Holly Knapp St. Vincent de Paul 201 E. Harrison Ave. Coeur d'Alene, ID 83814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

This Warranty Deed is made this day of April, 2016, between Greenstone-Kootenai II, Inc. whose address is N. 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99018("Grantor"), and St. Vincent de Paul Salvage Bureau, Inc., dba St. Vincent de Paul North Idaho, whose address is 201 E. Harrison Avenue, Coeur d'Alene, ID 83814 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and their heirs, successors and assigns forever, all the following described real estate situated in the County of Kootenai, State of Idaho:

A portion of Lot 1, Block 3, of Sorbonne Addition recorded in Book K, of Plats, Pages 58 thru 58F located in the Southwest Quarter of the Southwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, in the City of Coeur D' Alene, Kootenai County, Idaho.

COMMENCING at the Southwest comer of said Lot 1; thence N01°24'15"E along the West line of said Lot 1 a distance of 328.01 feet to the POINT OF BEGINNING; thence S88°35'45"E a distance of 208.71 feet; thence N01°24'15"E a distance of 55.00 feet to the Southeast corner of Lot 3, Block 5 of Coeur D'Alene Fifteenth Addition, recorded in Book J of Plats, Pages 295 thru 295D; thence N88°35'45"W along the South line of said Lot 3 a distance of 208.71 feet to the Southwest comer of said Lot 3; thence S01°24'15"W along the West line of said Lot 1 a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 11,479.1 square feet more or less.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except

as expressly provided otherwise herein ("Premises").

To have and to hold, all and singular the above-described Premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors and assigns shall and will warrant and by these presents forever defend the Premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

Title: President

Washing ton STATE OF HOAHO)

Spokene) ss.

County of Kootenai)

On this 25th day of April , 2016, before me, a Notary Public, personally appeared Kevin Schneidmiller, known to me to be the President, of Greenstone-Kootenai II, Inc., and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho Washington

The Fur

Residing at Hayden, Idho

Commission Expires <u>Necember 6, 2016</u>

Legal Description For Additional Parcel

A portion of Lot 1, Block 3, of Sorbonne Addition recorded in Book K, of Plats, Pages 58 thru 58F located in the Southwest Quarter of the Southwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, in the City of Coeur D' Alene, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1; thence N01°24'15"E along the West line of said Lot 1 a distance of 328.01 feet to the POINT OF BEGINNING; thence S88°35'45"E a distance of 208.71 feet; thence N01°24'15"E a distance of 55.00 feet to the Southeast corner of Lot 3, Block 5 of Coeur D'Alene Fifteenth Addition, recorded in Book J of Plats, Pages 295 thru 295D; thence N88°35'45"W along the South line of said Lot 3 a distance of 208.71 feet to the Southwest corner of said Lot 3; thence S01°24'15"W along the West line of said Lot 1 a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 11,479.1 square feet more or less



RESOLUTION NO. 16-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN EXCHANGE OF REAL PROPERTY WITH ST. VINCENT DE PAUL SALVAGE BUREAU, INC., D/B/A ST. VINCENT DE PAUL NORTH IDAHO, OF CITY PROPERTY LOCATED AT 201 E. HARRISON AVENUE FOR CERTAIN REAL PROPERTY OWNED BY ST. VINCENT DE PAUL SALVAGE BUREAU, INC., D/B/A ST. VINCENT DE PAUL NORTH IDAHO SITUATED IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO.

WHEREAS, following a duly noticed public hearing, the Mayor and City Council of the City of Coeur d'Alene have determined that it is in the City's best interest to exchange real property for real property owned by St. Vincent De Paul Salvage Bureau, Inc., d/b/a St. Vincent De Paul North Idaho, pursuant to Idaho Code Section 50-1403(2); and

WHEREAS, the City's real property which is the subject of the exchange is located at 201 E. Harrison, Coeur d'Alene, Kootenai County, Idaho, and has a legal description of: Lots 7, 8, 9, 10, 11 and 12, Block 40, Amended Plat of Sherman Addition, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 77, records of Kootenai County, Idaho, EXCEPTING THEREFROM the South 2 feet of Lot 7, in Section 12, Township 50 North, Range 4 West, Boise Meridian, in the City of Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the real property owned by St. Vincent De Paul Salvage Bureau, Inc., d/b/a St. Vincent De Paul North Idaho, which is the subject of the exchange has a legal description of: A portion of Lot 1, Block 3, of Sorbonne Addition recorded in Book K, of Plats, Pages 58 thru 58F located in the Southwest Quarter of the Southwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, in the City of Coeur d'Alene, Kootenai County, Idaho. COMMENCING at the Southwest corner of said Lot 1; thence N01°24'15"E along the West line of said Lot 1 a distance of 328.01 feet to the POINT OF BEGINNING; thence S88°35'45"E a distance of 208.71 feet; thence N01°24'15"E a distance of 55.00 feet to the Southeast corner of Lot 3, Block 5 of Coeur d'Alene Fifteenth Addition, recorded in Book J of Plats, Pages 295 thru 295D; thence N88°35'45"W along the South line of said Lot 3 a distance of 208.71 feet to the Southwest corner of said Lot 3; thence S01°24'15"W along the West line of said Lot 1 a distance of 55.00 feet to the POINT OF BEGINNING; and

WHEREAS, the "Exchange Value" for each property is determined to be Five Hundred Twenty-Five Thousand Dollars (\$525,000).

NOW, THEREFORE,

BE IT RESOLVED, that the Land Exchange Agreement, attached hereto as Exhibit "1," and by this reference incorporated herein, is hereby approved with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent that

modifications are not substantial and as deemed necessary to effect said property exchange and protect the rights of the City.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute a deed and any and all other documents as may be necessary to complete the property exchange contemplated in Exhibit "1."

DATED this 17th day of May, 2016.

ATTEST:	Steve Widmyer, Mayor
Renata McLeod, City Clerk	
Motion by, Seconded by resolution.	, to adopt the foregoing
ROLL CALL:	
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER EDINGER	Voted
was absent. Motion	on

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("Agreement") is made effective the 17th day of May, 2016 ("Effective Date"), by and between the City of Coeur d'Alene ("City"), and St. Vincent de Paul Salvage Bureau, Inc., d/b/a St. Vincent de Paul North Idaho ("SVD").

WHEREAS, the City is the owner of real property located at 201 E. Harrison Avenue in Coeur d'Alene, Kootenai County, Idaho, generally referred to as "the City Property"; and,

WHEREAS, SVD is the owner of real property located adjacent to the location of new Fire Station #4 in Coeur d'Alene, Kootenai County, Idaho, generally referred to as "the SVD Property"; and,

WHEREAS, the City desires to acquire the SVD Property pursuant to the terms and conditions set forth in this Agreement; and,

WHEREAS, SVD desires to acquire the City Property pursuant to the terms and conditions set forth in this Agreement; and,

WHEREAS, the City Council has declared the value of the City Property as Five Hundred Twenty-Five Thousand Dollars (\$525,000); and,

WHEREAS, the City Council has determined that it is in the City's best interest to exchange the City Property for SVD Property of equal value;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and SVD hereby agree as follows:

- 1. <u>City Property</u>. The property being exchanged by the City pursuant to this Agreement is more particularly described as follows:
 - 201 E. Harrison Avenue, Coeur d'Alene, having a current legal description of: Lots 7, 8, 9, 10, 11 and 12, Block 40, Amended Plat of Sherman Addition, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 77, records of Kootenai County, Idaho, EXCEPTING THEREFROM the South 2 feet of Lot 7, in Section 12, Township 50 North, Range 4 West, Boise Meridian, in the City of Coeur d'Alene, Kootenai County, Idaho
- 2. <u>SVD Property</u>. The property being exchanged by SVD pursuant to this Agreement is more particularly described as follows:

A portion of Lot 1, Block 3, of Sorbonne Addition recorded in Book K, of Plats, Pages 58 thru 58F located in the Southwest Quarter of the Southwest Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, in the City of Coeur D' Alene, Kootenai County, Idaho.

COMMENCING at the Southwest comer of said Lot 1; thence N01°24'15"E along the West line of said Lot 1 a distance of 328.01 feet to the POINT OF BEGINNING; thence S88°35'45"E a distance of 208.71 feet; thence N01°24'15"E a distance of 55.00 feet to the Southeast corner of Lot 3, Block 5 of Coeur D'Alene Fifteenth Addition, recorded in Book J of Plats, Pages 295 thru 295D; thence N88°35'45"W along the South line of said Lot 3 a distance of 208.71 feet to the Southwest corner of said Lot 3; thence S01°24'15"W along the West line of said Lot 1 a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 11,479.1 square feet more or less.

3. Exchange Value and Closing.

- 3.1 <u>Closing and Closing Date</u>. "Closing" means the consummation of the transaction contemplated by this Agreement. "Closing Date" means the date on which Closing occurs, which shall occur on or before June 1, 2016.
- 3.2 <u>Exchange Value</u>. The "Exchange Value" for each Property shall be Five Hundred Twenty-Five Thousand Dollars (\$525,000) and shall include cash paid by SVD to the City at Closing in the amount of Four Hundred Seventy-Nine Thousand, Eighty-Three Dollars and Sixty Cents (\$479,083.60).
- 3.3 <u>Deeds.</u> The City and SVD shall deliver warranty deeds for the exchanged properties at Closing.

4. <u>Conditions Precedent.</u>

4.1 There are no conditions precedent to this transaction.

5. <u>Representations</u>.

- 5.1 The City represents and warrants that it owns the City Property and has the authority to convey the Property to SVD.
- 5.2 SVD represents and warrants that it owns the SVD Property and has the authority to convey the Property to the City.
 - 5.3 The Properties are exchanged "as is."
- 6. <u>Possession</u>. Possession of the City Property and SVD Property shall be delivered at Closing.
- 7. <u>Extension of Closing Date</u>. The parties, by mutual agreement, shall have the right to extend the Closing Date.

- 8. <u>Transaction Costs.</u> The parties shall each pay their own costs of this transaction including their own attorney fees.
- 9. <u>Entire Agreement</u>. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
- 10. <u>Construction</u>. The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify, or aid in the interpretation or meaning of this Agreement.
- 11. <u>Governing Law</u>. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho.
- 12. <u>Negotiation of Agreement</u>. The parties acknowledge that this Agreement has been mutually negotiated at arm's length between the parties.
- 13. <u>Acceptance of Agreement</u>. This Agreement is mutually accepted as of the Effective Date first stated above.
- 14. <u>Counterparts</u>. This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto even though all parties are not signatories to one original or the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which, combined, contain the signatures of both parties, shall for all purposes be deemed a fully executed Agreement.

CITY OF COEUR 'D ALENE	ST. VINCENT de PAUL SALVAGE BUREAU, INC.				
By:					
Steve Widmyer, Mayor	By:				
	Its				
ATTEST:	ATTEST:				
	By:				
Renata McLeod, City Clerk	Its				

STATE OF IDAHO)	
) ss. County of Kootenai)	
Widmyer and Renata McLe	May, 2016, before me, a Notary Public, personally appeared Steve eod , known to me to be the Mayor and City Clerk, respectively, of at executed the foregoing instrument and acknowledged to me that ecuted the same.
IN WITNESS WHER day and year in this certificate	EOF, I have hereunto set my hand and affixed my Notarial Seal the efirst above written.
	Notary Public for Idaho
	Residing at
	Commission Expires
STATE OF)) ss.
On this day of	May, 2016, before me, a Notary Public, personally appeared and, known to me to be the and, of ST. VINCENT de
PAUL SALVAGE BUREAU	U, INC., and the persons who executed the foregoing instrument on d acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF and year in this certificate firs	F, I have hereunto set my hand and affixed my Notarial Seal the day at above written.
	Notary Public for Idaho
	Residing at Commission Expires
	COMMISSION CADILES

INFORMATION SECTION Including Correspondence Board, Commission, Committee Minutes

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

	BALANCE		DISBURSE-	BALANCE
FUND	3/31/2016	RECEIPTS	MENTS	4/30/2016
General-Designated	\$431,736	\$450	\$11,355	\$420,831
General-Undesignated	14,990,705	6,233,355	6,473,920	14,750,140
Special Revenue:	, ,	-,,	-, -,-	,, -
Library	264,311	25,119	136,871	152,559
CDBG	(10,744)	10,616	438	(566)
Cemetery	(73,063)	43,792	31,101	(60,372)
Parks Capital Improvements	480,985	20,322	93,152	408,155
Impact Fees	4,133,992	79,306	398,680	3,814,618
Annexation Fees	94,403	26	·	94,429
Insurance	77,151	3,382	174,733	(94,200)
Cemetery P/C	1,747,479	46,030	60,088	1,733,421
Jewett House	25,418	676	2,300	23,794
Reforestation	23,724	746	162	24,308
Street Trees	231,661	6,663	1,682	236,642
Community Canopy	1,972	31	329	1,674
CdA Arts Commission	2,328		1	2,327
Public Art Fund	59,674	16		59,690
Public Art Fund - LCDC	426,933	116		427,049
Public Art Fund - Maintenance	109,368	53	2,519	106,902
Debt Service:	,		•	,
2002 & 2006 G.O. Bonds	949,492	10,073		959,565
LID Guarantee	40,783	2,169		42,952
LID 149 4th Street	7,787	1,991		9,778
Capital Projects:	,	,		,
Street Projects	353,859	396,996	7,378	743,477
Enterprise:	,	•	·	,
Street Lights	36,016	82,199	140,277	(22,062)
Water	1,185,732	291,847	295,886	1,181,693
Water Capitalization Fees	4,027,323	54,292		4,081,615
Wastewater	5,333,455	646,049	701,751	5,277,753
Wastewater-Reserved	992,461	27,500		1,019,961
WWTP Capitalization Fees	5,130,421	330,259	3,325	5,457,355
WW Property Mgmt	60,668			60,668
Sanitation	(39,571)	321,458	301,632	(19,745)
Public Parking	4,888	7,501	3,913	8,476
Drainage	410,115	84,307	49,380	445,042
Wastewater Debt Service	1,015,983	277		1,016,260
Fiduciary Funds:				
Kootenai County Solid Waste Billing	218,995	188,577	218,995	188,577
LID Advance Payments	250			250
Police Retirement	1,429,073	15,782	39,107	1,405,748
Sales Tax	2,882	4,758	2,882	4,758
BID	146,841	4,002		150,843
Homeless Trust Fund	411	314	411	314
GRAND TOTAL	\$44,325,896	\$8,941,050	\$9,152,268	\$44,114,678

CITY OF COEUR D'ALENE BUDGET STATUS REPORT Seven MONTH ENDED April 30, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$135,632	57%
	Services/Supplies	11,400	6,929	61%
Administration	Personnel Services	256,143	113,417	44%
	Services/Supplies	49,120	38,467	78%
Finance	Personnel Services Services/Supplies	669,468 128,610	389,709 78,811	58% 61%
		•	·	
Municipal Services	Personnel Services Services/Supplies	1,100,049 487,725	655,067 293,081	60% 60%
	Capital Outlay	467,723	293,061	00 %
Human Resources	Personnel Services	213,211	120,976	57%
	Services/Supplies	51,650	13,883	27%
Legal	Personnel Services	1,101,327	684,924	62%
	Services/Supplies	98,853	53,000	54%
Planning	Personnel Services	521,558	278,503	53%
	Services/Supplies	37,350	17,226	46%
Building Maintenance	Personnel Services	350,898	182,994	52%
	Services/Supplies Capital Outlay	146,875	66,678	45%
Police	Personnel Services	11,109,117	6,199,022	56%
	Services/Supplies Capital Outlay	1,120,843 1,042,615	717,356 597,311	64% 57%
	•	, ,	·	
Fire	Personnel Services Services/Supplies	7,700,642 597,093	4,631,221 179,689	60% 30%
	Capital Outlay	5,270,000	590,638	11%
General Government	Services/Supplies	49,250	50,492	103%
	Capital Outlay	,	12,306	
Byrne Grant (Federal)	Services/Supplies		43,197	
	Capital Outlay		54,278	
COPS Grant	Personnel Services		45,193	
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	4,779	16%
	Capital Outlay		1,200	
Streets	Personnel Services	2,138,021	1,302,690	61%
	Services/Supplies	680,080 80,000	355,336 50,313	52% 74%
	Capital Outlay	٥٥,٥٥٥	59,313	/4%
Engineering Services	Personnel Services	556,456 749,560	329,303 175,328	59% 23%
	Services/Supplies Capital Outlay	749,300	170,320	23%

CITY OF COEUR D'ALENE BUDGET STATUS REPORT Seven MONTH ENDED April 30, 2016

FUND OR	TYPE OF	TOTAL	SPENT THRU	PERCENT
DEPARTMENT	EXPENDITURE	BUDGETED	4/30/2016	EXPENDED
Parks	Personnel Services	1,409,262	673,148	48%
Paiks	Services/Supplies	518,800	180,769	35%
	Capital Outlay	45,000	51,200	114%
	,	,	,	
Recreation	Personnel Services	575,554	314,155	55%
	Services/Supplies	143,430	60,614	42%
	Capital Outlay	5,000	12,694	254%
Building Inspection	Personnel Services	838,421	496,309	59%
	Services/Supplies	50,920	18,697	37%
	Capital Outlay	47,792	47,792	100%
Total General Fund		40,217,748	20,333,327	51%
Library	Personnel Services	1,172,301	664,368	57%
Library	Services/Supplies	196,850	109,564	56%
	Capital Outlay	140,000	76,207	54%
CDDC	Comisso/Cumplies	F20 424	E2 6E9	100/
CDBG	Services/Supplies	529,424	53,658	10%
Cemetery	Personnel Services	173,772	95,429	55%
	Services/Supplies Capital Outlay	100,500 30,000	37,389 36,845	37% 123%
Immast Casa	,		·	37%
Impact Fees	Services/Supplies	1,842,000	684,707	37%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	271,932	52%
Insurance	Services/Supplies	372,000	352,349	95%
Cemetery Perpetual Care	Services/Supplies	127,500	56,495	44%
Jewett House	Services/Supplies	29,355	11,030	38%
Reforestation	Services/Supplies	2,000	1,545	77%
Street Trees	Services/Supplies	100,000	30,375	30%
Community Canopy	Services/Supplies	1,500	769	51%
CdA Arts Commission	Services/Supplies	7,300	2	0%
Public Art Fund	Services/Supplies	324,000	25,455	8%
Total Special Revenue		5,672,502	2,508,119	44%
·				
Debt Service Fund		882,660	79,701	9%

CITY OF COEUR D'ALENE BUDGET STATUS REPORT Seven MONTH ENDED April 30, 2016

FUND OR	TYPE OF	TOTAL	SPENT THRU	PERCENT
DEPARTMENT	EXPENDITURE	BUDGETED	4/30/2016	EXPENDED
Seltice Way Design	Capital Outlay	555,000	35,937	6%
Seltice Way Sidewalks	Capital Outlay	79,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000	31,202	62%
Levee Certification	Capital Outlay	498,000	20,612	4%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000	20,669	
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000	147.000	
Ironwood / US 95	Capital Outlay	120,000	147,362	
Total Capital Projects Funds		2,842,000	255,782	9%
Street Lights	Services/Supplies	584,150	308,268	53%
Water	Personnel Services	1,965,322	1,066,889	54%
	Services/Supplies	4,319,099	662,019	15%
	Capital Outlay	2,026,000	515,716	25%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	1,392,984	56%
	Services/Supplies	7,060,119	1,340,918	19%
	Capital Outlay	4,520,000	827,706	18%
	Debt Service	2,178,063	516,996	24%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	2,207,260	59%
Public Parking	Services/Supplies Capital Outlay	167,896	56,807	34%
Drainage	Personnel Services	107,327	62,324	58%
-	Services/Supplies	819,980	246,775	30%
	Capital Outlay	330,000	150,742	46%
Total Enterprise Funds		33,672,414	9,355,404	28%
Kootenai County Solid Waste		2,300,000	1,247,788	54%
Police Retirement		170,900	99,029	58%
Business Improvement District		186,000	50,000	27%
Homeless Trust Fund		5,000	2,596	52%
Total Fiduciary Funds		2,661,900	1,399,413	53%
TOTALS:		\$85,949,224	\$33,931,746	39%