

# Coeur d'Alene

## CITY COUNCIL MEETING

*December 15, 2015*

---

**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

## CONSENT CALENDAR

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

December 1, 2015

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 December 1, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Amy Evans	) Member of Council Absent
-----------	----------------------------

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

**INVOCATION:** Pastor Will Hoffman with Hayden Community Church provided the invocation.

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

**CONSENT CALENDAR:** **Motion** by Adams, second by Edinger, to approve the consent calendar.

1. Approval of Council Minutes for November 17, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for December 7, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a public hearing for December 15, 2015 for A-4-15, Kerr Properties, LLC – Zoning in conjunction with annexation County Agricultural Suburban/Commercial to City C-17; +/- 9.8-acre property located at the Southwest and Southeast corners of Prairie Avenue and Ramsey Road.
5. **Resolution No. 15-065** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A REQUEST FOR DESTRUCTION OF TEMPORARY RECORDS FOR ADMINISTRATION AND MAYOR'S OFFICE AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LONGWELL /TRAPP ARCHITECTS FOR ARCHITECTURAL SERVICES FOR FIRE STATION NO. 4.

**DISCUSSION:** Councilmember Miller said that during the Public Works Committee meeting, she noted that the Contract for Fire Station No. 4 had some June dates that seemed to not allow enough time for completion and staff had agreed to correct them. However, since that meeting was held staff informed her that the dates were sufficient to allow enough time for completion of the project, therefore the dates will not be changed.

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

**APPROVAL OF THE 2015 SNOW PLAN** – Street Superintendent Tim Martin said that the citywide leaf removal should be completed next week with the street sweeping. This year the leaves were placed in the upper area of Cherry Hill Park to be composted and they expect to be able to use that dirt in four years along the trails. He noted that the Street Department worked with Avista and many City Departments to remove over 130 trees within city streets and right-of-ways due to the windstorm two weeks ago. The draft 2015/2016 snow plan includes actions to provide a goal of 30 hours for citywide snow removal for snow events that have 4” of snow or more (or 2” with more snow expected). He noted that there are priority routes including access to hospitals, hills, and main arterials. The City still has two sledding hills located at Boyd Avenue between 9<sup>th</sup> Street and 10<sup>th</sup> Street and on Lost Avenue between Dollar Avenue and 14<sup>th</sup> Street. He encouraged residents to keep cars off the streets. Additionally, he reminded residents that they are responsible to clear the sidewalks abutting their property and he encouraged them to help neighbors who are in need. Mr. Martin noted that this year’s Name the Storm contest winner was 4<sup>th</sup> Grade student Isabella Walker from Borah Elementary with the theme of “Bands.” The first storm will be named AC/DC.

**MOTION:** Motion by Edinger, seconded by Adams to approve the 2015 Snow Plan.

**DISCUSSION:** Councilmember Gookin asked what crews would be doing if there is not a lot of snow this year. Mr. Martin explained that they will continue to deal with icy road conditions and could start the tree-trimming program with the Parks Department. Additionally, they will begin work on Tubbs Hill for the fire access road. Councilmember Adams asked what the new night crew focus would be. Mr. Martin stated that the growth to the north has created a need to divide the crews and the night crew will focus on the northern area of town. Councilmember Edinger noted that citizens have been asked to move cars from the street and clear sidewalks and wondered if they will be ticketed for non-compliance. Mr. Martin explained that the city code allows for only 24 hours of on-street parking; however, he understands that some older parts of town do not have driveways, so they have to park on the street. He prefers to encourage compliance as the first approach, and noted that they do work with police in high hazard areas.

**Motion carried.**



## **RESOLUTION NO. 15-066**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH, COMER & ASSOCIATES INC., FOR MULLAN ROAD AND PARK DRIVE: DESIGN, BID, AND CONSTRUCTION PHASE SERVICES.

**STAFF REPORT:** Engineering Services Director Gordon Dobler noted that the concept for the Mullan Road project was previously approved by the City Council. The next phase of the project is to get the design completed; therefore, he is bringing the request to approve a contract with Welch Comer and Associates for those services. He reviewed the funding method for the project to include \$1.6 Million in funding from Ignite CdA and \$400,000 in City funds. He reviewed the project scope to include the realignment of the road, parking, and clarified that the area around the carousel will be designed as grass with this phase of the project. He clarified that the agreement includes design and construction administration.

**MOTION:** Motion by McEvers, seconded by Gookin to approve **Resolution No. 15-066;** Approval of a Professional Services Agreement with Welch, Comer & Associates, Inc. for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services.

**DISCUSSION:** Councilmember Miller confirmed that elements recommended by the public are not being left out but, rather, included as add-alternates to the design to be added as funding is provided. Councilmember Gookin questioned the awarding of the contract to Welch Comer without additional bidding. Mr. Dobler explained that the first phase was awarded through a formal selection process and state code allows award of the second phase to the same party without additional processes. Mr. Dobler noted that he hopes to be ready to bid the project in March with construction starting in late April, continuing through the summer. He reiterated that the design and plan of action allows Mullan Avenue to be closed during the summer, so this summer's closure will be in alignment with future summer closures. Councilmember Miller asked if the budget would need to be amended to recognize the funding from Ignite CdA. Mr. Dobler explained that the invoices for the Ignite CdA portion of funding would be billed directly to them, so a budget amendment is not needed. Additionally the financing agreement with Ignite CdA will be coming to the next Council meeting for approval. Councilmember Edinger asked if there was any leeway in the design to lower the cost. Mr. Dobler clarified that the Agreement is for \$326,000, which includes design and construction administration. The design portion is approximately \$143,000 to be paid as a lump sum. The construction administration will be dependent upon the length of the construction contract, which means the quicker it is done the less it will cost for construction administration.

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

COUNCIL BILL NO. 15-1028  
ORDINANCE NO. 3527

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A TEMPORARY BICYCLE TRAIL EASEMENT IN THE RIVERSTONE PLAT SUBDIVISION, RECORDED IN BOOK "I" OF PLATS, PAGE 205E, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 15.0 FOOT WIDE TEMPORARY BICYCLE TRAIL EASEMENT LYING IN PART OF SECTION 10 AND 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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.

**Pursuant to Council Action November 17, 2015**

**MOTION:** Motion by McEvers, seconded by Adams, to pass the first reading of **Council Bill No. 15-1028**.

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

**MOTION:** Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 15-1028** by its having had one reading by title only.

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

**ADJOURNMENT:** **Motion** by Gookin, seconded by McEvers, that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 6:42 p.m.

ATTEST:

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

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

DATE: DECEMBER 9, 2015

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATES:  
JANUARY 19, 2016, (ZC-5-15)  
FEBRUARY 2, (A-3-15)

---

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-5-15	Proposed zone change from R-17 to C-17 Applicant: Ron Ayers Location: 1808 Northwest Blvd.	Approve	Quasi-Judicial
A-3-15	Proposed annexation from County Agricultural to City R-8 Applicant: Harmony Homes, LLC Location: 2810 & 2960 W. Prairie Avenue	Approve	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing dates will be **JANUARY 19, 2016 & FEBRUARY 2, 2016 respectively.**



# CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2225 – FAX 208/769-2284

## Finance Department Staff Report

Date: December 15, 2015

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

---

### **DECISION POINT:**

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2015.

### **HISTORY:**

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31<sup>st</sup> of December for the preceding fiscal budget year for cities, counties, and highway districts.

### **FINANCIAL ANALYSIS:**

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2014-15 was \$1,636,545.

### **PERFORMANCE ANALYSIS:**

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

### **DECISION POINT:**

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2015.

# Annual Road and Street Financial Report

Page 1 of 3

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, <b>not later than December 31</b> , to:	
Entity City of Coeur d'Alene		<b>BRANDON D. WOOLF</b> <b>IDAHO STATE CONTROLLER</b> <b>ATTN: HIGHWAY USERS</b> <b>STATEHOUSE MAIL</b> <b>BOISE, ID 83720</b>	
Address 710 Mullan Avenue			
City State Zip Coeur d'Alene ID 83814			
Contact/Phone Number: (208) 769-2225		Contact/Email: vonniej@cdaid.org	
This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, <i>Idaho code</i> .			
Dated this ___15th___ day of ___December___, ___2015___.		Commissioner Signature	
<b>ATTEST:</b>		Commissioner Signature	
		Commissioner Signature	
Renata McLeod, Clerk/Treasurer Signature		Steve Widmyer, Mayor or Commissioner Signature	
City Clerk/County Clerk/District Secretary ( <b>type or print name &amp; sign</b> )		Commissioners or Mayor ( <b>type or print name &amp; sign</b> )	
<b>FOR THE FISCAL YEAR ENDING SEPTEMBER 30, ___2015___</b>			
Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR		(\$9,578,969)
<b>RECEIPTS</b>			
<b>LOCAL FUNDING SOURCES</b>			
Line 2	Property tax levy (for roads, streets and bridges) . . . . .		
Line 3	Sale of assets . . . . .		
Line 4	Interest income . . . . .		666
Line 5	Fund transfers from non-highway accounts. . . . .		313,343
Line 6	Proceeds from sale of bonds (include LIDs) . . . . .		
Line 7	Proceeds from issue of notes (include loans) . . . . .		
Line 8	Local impact fees . . . . .		103,000
Line 9	Local option registration fee . . . . .		
Line 10	All other LOCAL receipts or transfers in. . . . .		3,548,065
<b>Line 11</b>	<b>Total Local Funding (sum lines 2 through 10). . . . .</b>		<b>3,965,074</b>
<b>STATE FUNDING SOURCES</b>			
Line 12	Highway user revenue . . . . .		1,636,545
Line 13	Sales tax/Inventory replacement tax . . . . .		
Line 14	Sales tax/Revenue sharing . . . . .		
Line 15	State Exchanged funds. . . . .		
Line 16	All other STATE receipts or transfers. . . . .		48,954
<b>Line 17</b>	<b>Total State Funding (sum lines 12 through 16). . . . .</b>		<b>1,685,499</b>
<b>FEDERAL FUNDING SOURCES</b>			
Line 18	Secure Rural Schools . . . . .		
Line 19	Federal-aid Bridge. . . . .		
Line 20	Federal-aid Rural. . . . .		
Line 21	Federal-aid Urban. . . . .		2,201,827
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers . . . . .		
<b>Line 23</b>	<b>Total Federal Funding (sum lines 18 through 22) . . . . .</b>		<b>2,201,827</b>
<b>Line 24</b>	<b>TOTAL RECEIPTS (sum lines 11, 17, 23) . . . . .</b>		<b>\$7,852,400</b>

REPORTING ENTITY NAME:

FISCAL YEAR:

Page 2 of 3

**DISBURSEMENTS**

	NEW CONSTRUCTION (include salary and benefits on each line)	
Line 25	Roads . . . . .	
Line 26	Bridges, culverts and storm drainage . . . . .	346,850
Line 27	RR Crossing . . . . .	
Line 28	Other (signs, signals or traffic control). . . . .	
Line 29	<b>Total New Construction (sum lines 25 through 28).</b> . . . . .	346,850
	RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)	
Line 30	Roads (rebuilt, realign, or overlay upgrade). . . . .	981,640
Line 31	Bridges, culverts and storm drainage . . . . .	290,868
Line 32	RR Crossing. . . . .	
Line 33	Other (signs, signals or traffic control). . . . .	181,314
Line 34	<b>Total Reconstruction/Replacement (sum lines 30 through 33).</b> . . . . .	1,453,822
	ROUTINE MAINTENANCE (include salary and benefits on each line)	
Line 35	Chip sealing or seal coating. . . . .	
Line 36	Patching . . . . .	361,060
Line 37	Winter Maintenance . . . . .	163,809
Line 38	Grading/blading . . . . .	166,422
Line 39	Bridge. . . . .	
Line 40	Other (signs, signals or traffic control). . . . .	815,770
Line 41	<b>Total Routine Maintenance (sum lines 35 through 40)</b> . . . . .	1,507,061
	EQUIPMENT	
Line 42	Equipment purchase - automotive, heavy, other. . . . .	429,525
Line 43	Equipment lease/purchase . . . . .	52,796
Line 44	Equipment maintenance. . . . .	358,708
Line 45	Other (specify). . . . .	
Line 46	<b>Total Equipment (sum lines 42 through 45)</b> . . . . .	841,029
	ADMINISTRATION	
Line 47	<b>Administrative salaries and expenses.</b> . . . . .	773,804
	OTHER EXPENDITURES	
Line 48	Right-of-way and property purchases . . . . .	2,282,187
Line 49	Property leases . . . . .	
Line 50	Street lighting . . . . .	562,737
Line 51	Professional services - audit, clerical, and legal. . . . .	554
Line 52	Professional services - engineering. . . . .	122,853
Line 53	Interest - bond (include LIDs). . . . .	2,416
Line 54	Interest - notes (include loans). . . . .	
Line 55	Redemption - bond (include LIDs) . . . . .	39,600
Line 56	Redemption - notes (include loans) . . . . .	
Line 57	Payments to other local government. . . . .	
Line 58	Fund transfers to non-highway accounts. . . . .	
Line 59	All other local expenditures . . . . .	
Line 60	<b>Total Other (sum lines 48 through 59)</b> . . . . .	3,010,347
Line 61	<b>TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).</b> . . . . .	7,932,913
Line 62	<b>RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).</b> . . . . .	(80,513)
Line 63	<b>OTHER ADJUSTMENTS (Audit adjustment and etc.).</b> . . . . .	
Line 64	<b>CLOSING BALANCE (sum lines 1, 62, 63)</b> . . . . .	(9,659,482)
Line 65	<b>Funds on Line 64 obligated for specific future projects &amp; reserves.</b> . . . . .	
Line 66	<b>Funds on Line 64 retained for general funds and operations.</b> . . . . .	
Line 67	<b>ENDING BALANCE (line 64 minus the sum of lines 65, 66)</b> . . . . .	(9,659,482)

**FISCAL YEAR:**

## Page 3 of 3

Line 68	Total lane miles constructed . . . . .	
Line 69	Total square feet of bridge deck constructed . . . . .	
<b><u>RECONSTRUCTION/REPLACEMENT/REHABILITATION</u></b>		
Line 70	Total lane miles rebuilt, realigned, or overlay . . . . .	2.13
Line 71	Total square feet of bridge deck reconstructed or rehabilitated. . . . .	
<b><u>ROUTINE MAINTENANCE</u></b>		
Line 72	Total lane miles with surface treatments, chip sealed, seal coated etc. on line 35. . . . .	
Line 73	Total lane miles graded or bladed on line 38 . . . . .	

### FUTURE PROJECTS & RESERVE DESCRIPTIONS

Line 74	Available Funds (From line 65) . . . . .	0
	Project List	Projected Cost
Line 75	Estimated Cost of future projects. . . . .	0
Line 76	Available for Other Projects (line 74 minus line 75) . . . . .	0

Reporting is required on the highway user revenue from HB312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.

Example: ☐ Chip Sealing/ Seal Coating \$35,000 Chip sealed .25 miles of main street

Line 77	Total amount of Highway User Revenue from HB312 .....	46,531
---------	---	--------

	<u>Maintenance performed</u>	<u>Amount spent</u>	<u>Description of work</u>
<b>Line 78</b>	<input type="checkbox"/> Rehabilitation of road	\$ -	
<b>Line 79</b>	<input type="checkbox"/> Rehabilitation and maintenance of bridge	\$ -	
<b>Line 80</b>	<input type="checkbox"/> Chip Sealing/Seal Coating	\$ -	
<b>Line 81</b>	<input type="checkbox"/> Grading/Blading	\$ -	
<b>Line 82</b>	<input type="checkbox"/> Striping	\$ 46,836.00	Line striping 234 lane miles and bike paths
<b>Line 83</b>	<input type="checkbox"/> Traffic Control	\$ -	
<b>Line 84</b>	<input type="checkbox"/> All other maintenance	\$ -	
<i>Total amount spent on maintenance or replacement</i>		<b>\$ 46,836.00</b>	

Line 85	Deferred maintenance costs over the last 5 years (in dollars).	
---------	--	--

RESOLUTION NO. 15-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-5-14, APPROVAL OF THE FINAL PLAT, SUBDIVISION AGREEMENT & SECURITY, PARTIAL ACCEPTANCE OF IMPROVEMENTS, AND MAINTENANCE/WARRANTY AGREEMENT & SECURITY APPROVAL FOR THE TRAILS SUBDIVISION; APPROVING S-3-12, ACCEPTANCE OF IMPROVEMENTS AND APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT & SECURITY OF COEUR D'ALENE PLACE 25<sup>TH</sup> ADDITION; APPROVING THE DECLARATION OF SURPLUS STREET DEPARTMENT EQUIPMENT INCLUDING A 1994 CHEVROLET PICKUP, A 1998 F150, AND A 2004 F150; APPROVING AN AGREEMENT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY D/BA IGNITE CDA FOR FINANCING OF IMPROVEMENTS FOR THE FOUR CORNERS PROJECT – MULLAN ROAD; AND APPROVING AN PROFESSIONAL SERVICES AGREEMENT WITH THE IDAHO DIVISION OF BUILDING SAFETY FOR ELECTRICAL PLAN REVIEW AND INSPECTION SERVICES.

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

- A) Approving S-5-14, Approval of the final Plat, Subdivision Agreement & Security, partial Acceptance of Improvements, and Maintenance/Warranty Agreement & Security Approval for the Trails Subdivision;
- B) Approving S-3-12, Acceptance of Improvements and approval of Maintenance/Warranty Agreement & Security of Coeur d'Alene Place 25<sup>th</sup> Addition;
- C) Approving the Declaration of Surplus Street Department Equipment including a 1994 Chevrolet Pickup, a 1998 F150, and a 2004 F150;
- D) Approving an Agreement with the Coeur d'Alene Urban Renewal Agency d/ba ignite cda for Financing of Improvements for the Four Corners Project – Mullan Road;
- E) Approving an Professional Services Agreement with the Idaho Division of Building Safety for Electrical Plan Review and Inspection Services;

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 E" 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 15<sup>th</sup> day of December, 2015.

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

ATTEST

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

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

ROLL CALL:

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

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

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


COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 15, 2015  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **The Trails Subdivision: Final Plat, Subdivision Agreement & Security, Partial Acceptance of Improvements, Maintenance/Warranty Agreement & Security Approval**

---

**DECISION POINT**

Staff is requesting the following:

1. Council approval of the final plat document, a thirty seven (37) lot initial phase of The Trails development (formerly Hawk's Nest).
2. Approval of the Subdivision Agreement and security.
3. Partial acceptance of the installed public infrastructure (everything but paved multi-use trail and site landscaping).
4. Council approval of the furnished subdivision Maintenance/Warranty agreement and security.

**HISTORY**

- a. Applicant: Melissa Wells  
Coeur Development, LLC  
717 West Sprague  
Suite 800  
Spokane, WA 99201
- b. Location: West of Carrington Lane and north of Jonshawk Drive. This is the westerly portion of the remainder of the Hawk's Nest development that is situated between Atlas and Huetter Roads, north of Hanley Avenue.
- c. Previous Action:
  1. Preliminary plat approval – CdA Planning Commission – May 2014.

**FINANCIAL ANALYSIS**

The developer is installing the required security to cover two (2) unfinished items in the development (multi-use trail and site landscaping), and, maintenance/warranty security to cover any maintenance issues that may arise for the infrastructure that is being accepted during the one (1) year warranty period that will commence upon this approval. There are three separate items requiring security, therefore due to the varying nature of the items, there is separate security provided for each of them. The separate securities enables the developer to complete an outstanding item and have the security for that item released, separate of the completion of both items at the same time. The trail and landscaping securities are \$195,854.00 and \$310,846.00 respectively, and, the M/W security is \$139,460.00. The resulting total amount of security provided is \$646,160.00.

**PERFORMANCE ANALYSIS**

The developer has installed all but the multi-use trail and the landscaping for the noted development, and, is requesting the acceptance of the installed infrastructure while entering into a subdivision agreement and bonding for the two outstanding items. Considering the nature of the two outstanding items, they are neither life/safety, nor, essential to the development's construction, but are required installations, it is possible to approve the developer's

trailstfnlptSAacptimpMWcc

request and bond for the outstanding items while accepting the infrastructure that is required by City Code and necessary for the subdivision. Acceptance of the installed infrastructure will allow the developer to submit plans for review and ultimately obtain building permits on the subject properties. This allows for the development to proceed through the winter season unimpeded. The developer has agreed that the trail installation will be completed by May 1, 2016, and, the landscaping will be installed by June 1, 2016. Should the developer default on the installation of these two items, the City would have the ability to attach the security to have them finished. For the public infrastructure that has been installed, the responsible City departments have approved them and found them ready to accept. Acceptance of these installations will allow the issuance of 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 December 15, 2016.

#### **DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Approve the Subdivision Agreement and security.
3. Accept the installed public infrastructure.
4. Approve the subdivision Maintenance/Warranty Agreement and security.

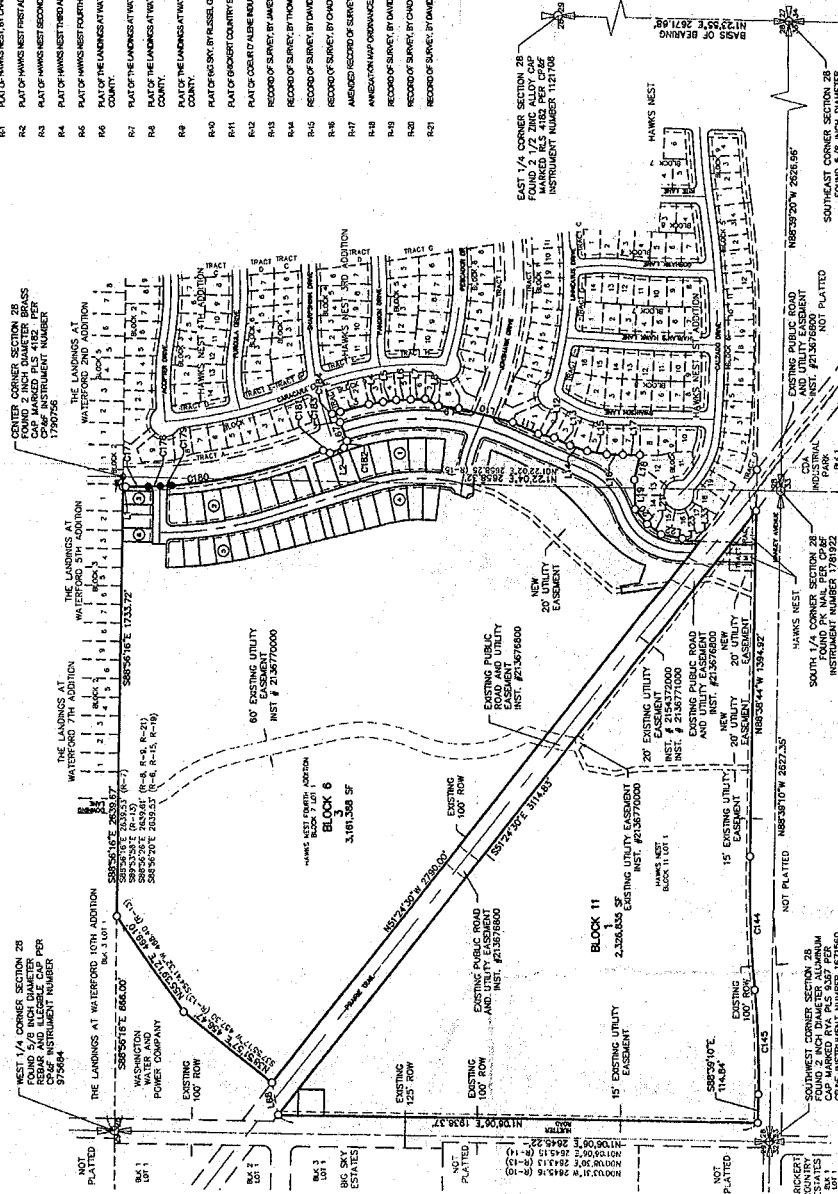
# THE TRAILS

A REPLAT OF A PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST. #

## REFERENCES

- R1 PLAT OF HAWKS NEST, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R2 PLAT OF HAWKS NEST, FIRST ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R3 PLAT OF HAWKS NEST, SECOND ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R4 PLAT OF HAWKS NEST, THIRD ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 21, RECORDS OF KOOTENAI COUNTY.
- R5 PLAT OF HAWKS NEST, FOURTH ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 21, RECORDS OF KOOTENAI COUNTY.
- R6 PLAT OF THE LANDS AT WATERFORD SECOND ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R7 PLAT OF THE LANDS AT WATERFORD THIRD ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R8 PLAT OF THE LANDS AT WATERFORD FOURTH ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R9 PLAT OF THE LANDS AT WATERFORD FIFTH ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R10 PLAT OF THE LANDS AT WATERFORD SIXTH ADDITION, BY CHAD JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R11 PLAT OF GROUND COUNTRY, ESTABLISHED BY RUSSELL G. JOHNSON, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R12 PLAT OF COLEBY ALBEMAR PARK, BY GARY FRANK, FILED IN BOOK 1 OF PLATS, AT PAGE 23, RECORDS OF KOOTENAI COUNTY.
- R13 RECORD OF SURVEY, BY JAMES E. FULTON, FILED IN BOOK 17 OF RECORDS AT PAGE 34, RECORDS OF KOOTENAI COUNTY.
- R14 RECORD OF SURVEY, BY THOMAS GEORGE SCOTT, FILED IN BOOK 18 OF RECORDS AT PAGE 35, RECORDS OF KOOTENAI COUNTY.
- R15 RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R16 RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R17 AMENDED RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R18 AMENDED RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R19 RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R20 RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.
- R21 RECORD OF SURVEY, BY CHAD JOHNSON, FILED IN BOOK 22 OF RECORDS AT PAGE 14, RECORDS OF KOOTENAI COUNTY.



## NOTE

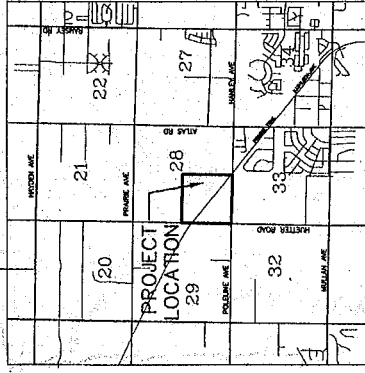
1. THERE WAS NO ATTEMPT MADE TO SHOW MONUMENTS OR MARKERS OF THE PROPERTY, OR TO SHOW ANY REMAINING EASEMENTS OR INTERESTS.
2. RECORDED UTILITY EASEMENT, INSTRUMENT NUMBER 215677000.
3. RECORDED NON EXCLUSIVE PIPELINE EASEMENT, INSTRUMENT NUMBER 215677100.
4. RECORDED UTILITY EASEMENT, INSTRUMENT NUMBER 215677000.
5. RECORDED EASEMENT FOR PUBLIC ROAD AND UTILITY CROSSINGS, INSTRUMENT NUMBER 215677000.

## LEGEND

- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9367
- SET 5/8" X 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED PLS 9367
- ◎ FOUND 5/8" REBAR WITH 1-1/2" ALUMINUM CAP MARKED PLS 9367
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 OR AS NOTED
- △ FOUND MONUMENT AS NOTED
- CALCULATED POINT, NOTHING FOUND OR SET

## BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS NORTH 22°55'55" EAST ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R.A. PER DAMO STATE PLANE COORDINATE SYSTEM, WEST ZONE, UTM HAZED (80) COORDINATES. THE CONFORMANCE POINT AT THE EAST CORNER OF SECTION 28 IS 494118.87.



VICINITY MAP N.T.S.



THE TRAILS  
SECTION 28, TOWNSHIP 51 NORTH, RANGE 04 WEST, B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

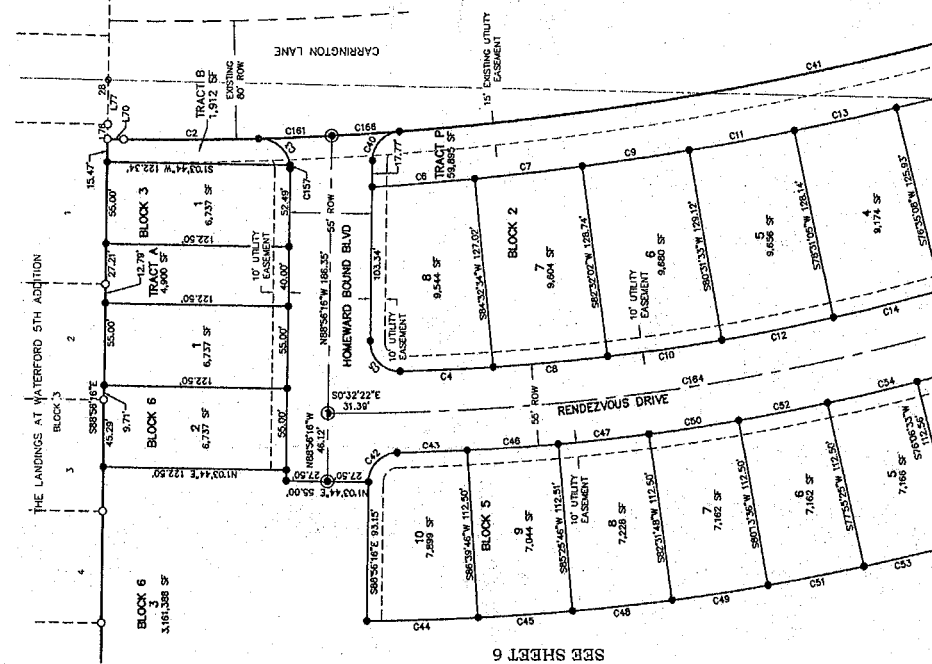
DATE SURVEYED: 10/20/2015  
DRAFTED BY: SMC  
CHECKED BY: 14/02  
PROJECT: 14/02

JOHNSON SURVEYING  
P.O. Box 244, Pocatello, ID 83420  
208-244-2200  
johnsonsurveying.com

# THE TRAILS

A REPLAT OF A PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 51 NORTH,  
RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST. #



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	ORD. DIST.	CHORD
C166	699.70	18°06'	197.04	186.38	174.09
C177	2040.00	2°32'46"	90.55	90.44	50.12
C178	2040.00	1°21'40"	48.46	48.46	27.09
C179	2040.00	1°17'14"	45.84	45.84	25.90
C180	2040.00	1°46'16"	63.74	63.02	31.00
C181	20.00	95°03'45"	31.42	28.29	182.00
C182	20.00	95°03'15"	32.46	29.03	182.00
C183	20.00	91°46'13"	32.03	28.72	182.00
C184	1470.00	05°11'12"	21.89	21.89	13.10
C185	855.00	7°02'30"	103.83	103.83	52.54
C186	855.00	6°10'54"	103.04	102.99	52.45

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	ORD. DIST.	CHORD
C129	20.00	91°46'13"	32.03	28.72	182.00
C130	1470.00	05°11'12"	21.89	21.89	13.10
C131	20.00	77°47'50"	22.16	21.12	127.00
C132	985.00	30°44'32"	52.28	52.28	26.33
C133	2150.00	4°05'04"	181.67	181.67	90.83
C134	250.00	4°05'04"	181.67	181.67	90.83
C135	250.00	4°05'04"	214.31	209.30	105.56
C136	20.00	81°25'20"	28.42	26.00	169.77
C137	20.00	80°00'00"	31.42	28.29	182.00
C138	915.00	6°45'58"	107.95	107.95	53.97
C139	915.00	6°45'58"	153.71	153.71	77.94
C140	915.00	6°45'58"	153.71	153.71	77.94
C141	20.00	90°00'00"	31.42	28.29	182.00
C142	915.00	6°45'58"	107.95	107.95	53.97
C143	20.00	90°00'00"	31.42	28.29	182.00
C144	915.00	6°45'58"	107.95	107.95	53.97
C145	915.00	6°45'58"	153.71	153.71	77.94
C146	915.00	6°45'58"	153.71	153.71	77.94
C147	20.00	90°00'00"	31.42	28.29	182.00
C148	915.00	6°45'58"	107.95	107.95	53.97
C149	915.00	6°45'58"	153.71	153.71	77.94
C150	915.00	6°45'58"	153.71	153.71	77.94
C151	915.00	6°45'58"	153.71	153.71	77.94
C152	915.00	6°45'58"	153.71	153.71	77.94
C153	915.00	6°45'58"	153.71	153.71	77.94
C154	915.00	6°45'58"	153.71	153.71	77.94
C155	915.00	6°45'58"	153.71	153.71	77.94
C156	915.00	6°45'58"	153.71	153.71	77.94
C157	915.00	6°45'58"	153.71	153.71	77.94
C158	915.00	6°45'58"	153.71	153.71	77.94

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	ORD. DIST.	CHORD
C62	543.39	5°40'35"	53.88	53.88	27.14
C63	881.50	5°40'35"	68.94	68.94	34.58
C64	543.39	5°40'35"	53.88	53.88	27.14
C65	881.50	5°40'35"	68.94	68.94	34.58
C66	543.39	5°40'35"	53.88	53.88	27.14
C67	881.50	5°40'35"	68.94	68.94	34.58
C68	543.39	5°40'35"	53.88	53.88	27.14
C69	881.50	5°40'35"	68.94	68.94	34.58
C70	543.39	5°40'35"	53.88	53.88	27.14
C71	881.50	5°40'35"	68.94	68.94	34.58
C72	543.39	5°40'35"	53.88	53.88	27.14
C73	881.50	5°40'35"	68.94	68.94	34.58
C74	543.39	5°40'35"	53.88	53.88	27.14
C75	881.50	5°40'35"	68.94	68.94	34.58
C76	543.39	5°40'35"	53.88	53.88	27.14
C77	881.50	5°40'35"	68.94	68.94	34.58
C78	543.39	5°40'35"	53.88	53.88	27.14
C79	881.50	5°40'35"	68.94	68.94	34.58
C80	543.39	5°40'35"	53.88	53.88	27.14
C81	881.50	5°40'35"	68.94	68.94	34.58
C82	543.39	5°40'35"	53.88	53.88	27.14
C83	881.50	5°40'35"	68.94	68.94	34.58
C84	543.39	5°40'35"	53.88	53.88	27.14
C85	881.50	5°40'35"	68.94	68.94	34.58
C86	543.39	5°40'35"	53.88	53.88	27.14
C87	881.50	5°40'35"	68.94	68.94	34.58
C88	543.39	5°40'35"	53.88	53.88	27.14
C89	881.50	5°40'35"	68.94	68.94	34.58
C90	543.39	5°40'35"	53.88	53.88	27.14
C91	881.50	5°40'35"	68.94	68.94	34.58
C92	543.39	5°40'35"	53.88	53.88	27.14
C93	881.50	5°40'35"	68.94	68.94	34.58
C94	543.39	5°40'35"	53.88	53.88	27.14
C95	881.50	5°40'35"	68.94	68.94	34.58
C96	543.39	5°40'35"	53.88	53.88	27.14
C97	881.50	5°40'35"	68.94	68.94	34.58
C98	543.39	5°40'35"	53.88	53.88	27.14
C99	881.50	5°40'35"	68.94	68.94	34.58
C100	543.39	5°40'35"	53.88	53.88	27.14



## LEGEND

- SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9367
- SET 5/8" x 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED PLS 9367
- FOUND 5/8" REBAR WITH 1-1/2" ALUMINUM CAP MARKED PLS 9367
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 OR AS NOTED
- △ FOUND MONUMENT AS NOTED
- CALCULATED POINT, NOTHING FOUND OR SET

H-SCALE 1" = 50'



**Johnson Surveying**  
 SECTION 28, TOWNSHIP 51 NORTH, RANGE 04 WEST, E.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
 DATE SURVEYED: 10/22/2018  
 DRAWN BY: SMC  
 CHECKED BY: SMC  
 PROJECT NO.: 14032  
 SHEET: 1 OF 1  
 FILE NAME: 14032 PLATINGS

# THE TRAILS

A REPLAT OF A PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE  
INST. #

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	ORD. DIST.
C42	20.00'	87°31'00"	27.75'	540°00'46"
C43	1527.50'	1°46'33"	47.34'	51°50'32"
C44	1640.00'	2°37'43"	75.34'	81°25'59"
C45	1640.00'	2°15'12"	63.83'	83.82'
C46	1527.50'	2°18'12"	61.40'	81°40'
C47	1527.50'	2°20'30"	67.10'	87°50'
C48	1640.00'	2°18'12"	65.83'	86.82'
C49	1640.00'	2°15'12"	61.40'	81°40'
C50	1527.50'	2°15'12"	61.40'	81°40'
C51	1640.00'	2°18'12"	65.83'	86.82'
C52	1527.50'	2°18'12"	61.40'	81°40'
C53	1640.00'	1°46'33"	47.34'	51°50'32"
C54	1527.50'	2°19'20"	63.76'	83.76'
C55	1527.50'	2°23'33"	63.76'	83.76'
C56	1527.50'	2°19'20"	63.76'	83.76'
C57	1640.00'	2°18'12"	65.83'	86.82'
C58	1640.00'	2°15'12"	61.40'	81°40'
C59	1527.50'	2°18'12"	61.40'	81°40'
C60	1527.50'	2°18'12"	61.40'	81°40'
C61	1640.00'	2°18'12"	65.83'	86.82'
C62	1527.50'	2°18'12"	61.40'	81°40'
C63	1640.00'	2°18'12"	65.83'	86.82'
C64	1527.50'	2°18'12"	61.40'	81°40'
C65	1527.50'	2°18'12"	61.40'	81°40'
C66	1527.50'	2°18'12"	61.40'	81°40'
C67	1527.50'	2°18'12"	61.40'	81°40'
C68	1527.50'	2°18'12"	61.40'	81°40'
C69	1527.50'	2°18'12"	61.40'	81°40'
C70	1527.50'	2°18'12"	61.40'	81°40'
C71	1527.50'	2°18'12"	61.40'	81°40'
C72	1527.50'	2°18'12"	61.40'	81°40'
C73	1527.50'	2°18'12"	61.40'	81°40'
C74	1527.50'	2°18'12"	61.40'	81°40'
C75	1527.50'	2°18'12"	61.40'	81°40'
C76	1527.50'	2°18'12"	61.40'	81°40'
C77	1527.50'	2°18'12"	61.40'	81°40'
C78	1527.50'	2°18'12"	61.40'	81°40'
C79	1527.50'	2°18'12"	61.40'	81°40'
C80	1527.50'	2°18'12"	61.40'	81°40'
C81	1527.50'	2°18'12"	61.40'	81°40'
C82	1527.50'	2°18'12"	61.40'	81°40'
C83	1527.50'	2°18'12"	61.40'	81°40'
C84	1527.50'	2°18'12"	61.40'	81°40'
C85	1527.50'	2°18'12"	61.40'	81°40'
C86	1527.50'	2°18'12"	61.40'	81°40'
C87	1527.50'	2°18'12"	61.40'	81°40'
C88	1527.50'	2°18'12"	61.40'	81°40'
C89	1527.50'	2°18'12"	61.40'	81°40'
C90	1527.50'	2°18'12"	61.40'	81°40'
C91	1527.50'	2°18'12"	61.40'	81°40'
C92	1527.50'	2°18'12"	61.40'	81°40'
C93	1527.50'	2°18'12"	61.40'	81°40'
C94	1527.50'	2°18'12"	61.40'	81°40'
C95	1527.50'	2°18'12"	61.40'	81°40'
C96	1527.50'	2°18'12"	61.40'	81°40'
C97	1527.50'	2°18'12"	61.40'	81°40'
C98	1527.50'	2°18'12"	61.40'	81°40'
C99	1527.50'	2°18'12"	61.40'	81°40'
C100	1527.50'	2°18'12"	61.40'	81°40'



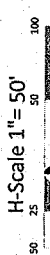
- LEGEND**
- SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9367
  - SET 5/8" x 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED PLS 9367
  - FOUND 5/8" REBAR WITH 1-1/2" ALUMINUM CAP MARKED PLS 9367
  - FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 OR AS NOTED
  - △ FOUND MONUMENT AS NOTED
  - CALCULATED POINT, NOTHING FOUND OR SET



**THE TRAILS**  
SECTION 28, TOWNSHIP 51 NORTH, RANGE 04 WEST, B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 10/20/2015  
DRAWN BY: SAC  
FILE NAME: 14081 PLAT.DWG  
PROJECT NO: 14102

Johnson Surveying  
P.O. Box 244  
Coeur d'Alene, ID 83814  
johnsonsurveying.com



SEE SHEET 3

SEE SHEET 6



AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK  
The Trails Subdivision

THIS AGREEMENT made this \_\_\_\_ day of December, 2015 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, a thirty seven (37) 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 Phase 1, 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, 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 One Hundred Thirty Nine Thousand Four Hundred Sixty and 00/100 Dollars (\$139,460.00) 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 15<sup>th</sup> day of December, 2016. 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 during the Declarant's control period.

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

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

ATTEST

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

Maintenance/Warranty Agr. re: Res.# 15-\_\_\_\_\_

COEUR DEVELOPMENT, LLC

\_\_\_\_\_  
Melissa Wells, Manager



**MAINTENANCE/WARRANTY BOND ESTIMATE**

11/25/2015

The Trails

Phase 1 &amp; Hanley &amp; Carrington (Offsite Improvements)

Wednesday, November 25, 2015

Bid						
Item	Project		Estimated		Cost	
No.	Code	Description of Work	Qty	Unit of Measure	per Unit	Price
1		<b>HANLEY/CARRINGTON PUBLIC IMPROVEMENTS</b>				<b>\$ 834,431.70</b>
		Structural Exc to Embankment (on-site)	9,600	CY	\$ 3.00	\$ 28,800.00
		Grading	30,804	SY	\$ 1.60	\$ 49,286.40
		Roadway Swales Include Hydro-Seeding	7,596	LF	\$ 2.80	\$ 21,268.80
		Concrete Inlets	64	EA	\$ 114.00	\$ 7,296.00
		Drywell Type A	7	EA	\$ 2,010.00	\$ 14,070.00
		Drywell Type B	13	EA	\$ 2,690.00	\$ 34,970.00
		12" PVC Water Main	2,629	LF	\$ 28.00	\$ 73,612.00
		8" PVC Water Main	70	LF	\$ 18.00	\$ 1,260.00
		12" Fittings	8	EA	\$ 869.00	\$ 6,952.00
		12" Valve w/ box	5	EA	\$ 1,500.00	\$ 7,500.00
		8" Valve w/ Box	1	EA	\$ 1,345.00	\$ 1,345.00
		Fire Hydrant Assemblies	2	EA	\$ 4,940.00	\$ 9,880.00
		Irrigation Services 2"	2	EA	\$ 3,295.00	\$ 6,590.00
		Temporary Blowoff	3	EA	\$ 395.00	\$ 1,185.00
		6" Base W /4" ACP	16,750	SY	\$ 17.50	\$ 293,125.00
		6" Base W/ 3" ACP	506	SY	\$ 14.50	\$ 7,337.00
		Traffic Circle	1	LS	\$ 11,960.00	\$ 11,960.00
		Curb and Gutter	7,479	LF	\$ 12.00	\$ 89,748.00
		Pedestrian Ramps	12	EA	\$ 1,260.00	\$ 15,120.00
		Bike Path Base and Asphalt - 2' over 4"	7,639	SY	\$ 13.50	\$ 103,126.50
		Signal Installation (underground only)	1	LS	\$ 50,000.00	\$ 50,000.00

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

Bid		Description of Work	Estimated		Cost per Unit	Price
Item No.	Project Code		Qty	Unit of Measure		
2		<b>PHASE 1 PUBLIC IMPROVEMENTS</b>				<b>\$ 560,174.15</b>
		Excavation to Embankment	14,385	CY	\$ 2.85	\$ 40,997.25
		Subgrade Prep	13,927	SY	\$ 1.70	\$ 23,675.90
		Roadway Swales	295	LF	\$ 9.90	\$ 2,920.50
		8" PVC Sanitary Sewer	2,535	LF	\$ 28.00	\$ 70,980.00
		48" Manholes	11	EA	\$ 2,000.00	\$ 22,000.00
		Sewer Services	34	EA	\$ 700.00	\$ 23,800.00
		8" Cleanout	2	EA	\$ 325.00	\$ 650.00
		Concrete Inlets	8	EA	\$ 98.50	\$ 788.00
		Concrete Inlets (4' wide)	2	EA	\$ 1,400.00	\$ 2,800.00
		Concrete Inlets Type A (sidewalk inlet)	2	EA	\$ 114.00	\$ 228.00
		Catch Basins	5	EA	\$ 1,000.00	\$ 5,000.00
		Drywell Type B	6	EA	\$ 2,690.00	\$ 16,140.00
		12" PVC Storm Pipe	198	LF	\$ 21.50	\$ 4,257.00
		Ponds Including Retaining Walls and Seeding	4	EA	\$ 8,000.00	\$ 32,000.00
		12" PVC Water Main	325	LF	\$ 29.00	\$ 9,425.00
		8" PVC Water Main	1,560	LF	\$ 19.00	\$ 29,640.00
		12" Fittings	4	EA	\$ 687.00	\$ 2,748.00
		8" Fittings	1	EA	\$ 1,385.00	\$ 1,385.00
		12" Valve w/ Box	5	EA	\$ 1,500.00	\$ 7,500.00
		8" Valve w/ Box	4	EA	\$ 1,325.00	\$ 5,300.00
		Water Services	35	EA	\$ 1,495.00	\$ 52,325.00
		Fire Hydrant Assemblies	3	EA	\$ 5,395.00	\$ 16,185.00
		Temporary Blowoff	1	EA	\$ 899.00	\$ 899.00
		6" Base W /3" ACP	1,022	SY	\$ 15.50	\$ 15,841.00
		6" Base W/ 2" ACP	4,863	SY	\$ 12.50	\$ 60,787.50
		Rolled Curb and Gutter	3,063	LF	\$ 12.00	\$ 36,756.00
		Curb and Gutter	295	LF	\$ 12.00	\$ 3,540.00
		Concrete Curb Type 'A'	24	LF	\$ 18.00	\$ 432.00
		Asphalt Patch in Carrington	45	SY	\$ 63.50	\$ 2,857.50

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

11/24/2015 7:44 PM

3 of 3

Bid Item No.	Project Code	Description of Work	Estimated Qty	Unit of Measure	Cost per Unit	Price
		5' Concrete Sidewalk	3,160	LF	\$ 15.50	\$ 48,980.00
		Pedestrian Ramps	10	EA	\$ 1,260.00	\$ 12,600.00
		Asphalt Pedestrian Paths - 2" over 6"	499	SY	\$ 13.50	\$ 6,736.50
<b>SUB-TOTAL</b>						<b>\$ 1,394,605.85</b>
<b>Maintenance/Warranty Bond Multiplier</b>			<b>0.1</b>	<b>x</b>	<b>\$ 1,394,605.85</b>	<b>= \$ 139,460.59</b>

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

AGREEMENT TO PERFORM SUBDIVISION WORK  
The Trails Subdivision

THIS AGREEMENT made this \_\_\_\_ day of December, 2015, between MDM Construction, Inc. whose address is 16001 Vernon J Baker Blvd, Rathdrum, Idaho 83858, with Mitch Swenson, as Owner, hereinafter referred to as the "Contractor," 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 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, The Trails subdivision, a thirty seven (37) lot residential development with eight (8) non-buildable tracts in Coeur d'Alene, situated in the South ½ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Contractor agrees to complete the following public improvements: ten foot (10') multi-use path, five foot (5.0') sidewalk & pedestrian ramps, sidewalk underdrain, stormwater drainage swales and appurtenances, waterline stub demolition, drainage swale percolation testing, and, approved landscape buffers, as required under Title 16 of the Coeur d'Alene Municipal Code. Completion of these items is scheduled to be on or before May 1, 2015, and, June 1, 2015 respectively. Said improvements are more particularly described on the submitted estimates dated November 12, 2015 for the paved path, and, November 11, 2015 for the landscape buffers, from G2 Engineering, attached as Exhibit "A". The detail for the paved path is shown on the civil engineering drawings titled "Improvement Plans for: The Trails Phase 1 & 2", dated August 10, 2015, stamped and signed by Gabe R. Gallinger, PE # 12184, whose address is G2 Engineering, 1414 E. Enoch Lane, Deer Park, WA, 99006, on file in the City of Coeur d'Alene Engineering Department office, and, the detail for the landscape buffers is shown on the landscape grading plan drawings titled "The Trails Phase 1 & 2", dated November 4, 2015, stamped and signed by Joshua K. Tripp, Landscape Architect #LA-16665, whose address is G2 Engineering, 1414 E. Enoch Lane, Deer Park, WA, 99006, on file in the City of Coeur d'Alene Planning Department office, and incorporated herein by reference.

The Contractor, prior to recording the plat, shall deliver to the City, separate securities in the amount of One Hundred Ninety Five Thousand Eight Hundred Fifty Four and 00/100 (\$195,854.00) for the noted public infrastructure improvements, and, Three Hundred Ten Thousand Eight Hundred Forty Six and 00/100 (\$310,846.00) for the landscape buffer areas, securing the obligation of the Contractor to complete the subdivision improvements referred to herein. The term of the securitys shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Contractor to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Contractor's default, the Contractor shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Contractor'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).

[Agreement re: Resolution No. 15-\_\_\_\_\_]

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

CITY OF COEUR D'ALENE

MDM CONSTRUCTION INC

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

\_\_\_\_\_  
Mitch Swenson, Owner

ATTEST:

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

[Agreement re: Resolution No. 15-\_\_\_\_\_]

12/4/2015

**INFRASTRUCTURE BOND ESTIMATE**

The Trails  
 Phase 1 & Hanley & Carrington (Offsite Improvements)  
 Friday, December 04, 2015

Bid Item No.	Project Code	Description of Work	Estimated Qty	Unit of Measure	Cost per Unit	Price
1		<b>INFRASTRUCTURE IMPROVEMENTS</b>				<b>\$ 130,569.50</b>
2		10' Bike Path Base and Asphalt - 2" over 4"	7639	SY	\$ 13.50	\$ 103,126.50
3		5' sidewalk in green space and Ped ramps	270	LF	\$ 15.50	\$ 4,185.00
4		Sidewalk underdrain	1	LS	\$ 1,500.00	\$ 1,500.00
5		Roadside swales grading Hanley/Carrington	7596	LF	\$ 1.00	\$ 7,596.00
6		Concrete inlet aprons Hanley/Carrington	66	EA	\$ 114.00	\$ 7,524.00
7		Concrete inlet aprons Phase 1	8	EA	\$ 98.50	\$ 788.00
8		Demo west portion of Carrington and Sharpshin	1	LS	\$ 4,350.00	\$ 4,350.00
9		and remove water line stub				
		Perk tests for swales and ponds	1	LS	\$ 1,500.00	\$ 1,500.00
<b>SUB-TOTAL</b>						<b>\$ 130,569.50</b>
<b>Bond Multiplier</b>						<b>1.5 x \$ 130,569.50 = \$ 195,854.25</b>

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

**LANDSCAPE CONSTRUCTION BOND ESTIMATE**

11/9/2015

The Trails

Hanley &amp; Carrington (Offsite Improvements) | Phase 1 &amp; 2; Landscape &amp; Irrigation

Monday, November 9, 2015

Bid Item No.	Project Code	Description of Work	Estimated Qty	Unit of Measure	Cost per Unit	Price
2		<b>EXCAVATION, EARTHWORK &amp; DRAINAGE</b>				<b>\$ 31,134.48</b>
		Fine Grade - Turf	389181	SF	\$ 0.08	\$ 31,134.48
4		<b>IRRIGATION SYSTEM</b>				<b>\$ 60,491.07</b>
		Control System (Clock, Pedestal, Accessories)	1	LS	\$ 1,500.00	\$ 1,500.00
		Power Supply (Allowance)	1	LS	\$ 1,250.00	\$ 1,250.00
		2 Wire Conductor	5000	LF	\$ 0.23	\$ 1,150.00
		Lightning Protection	6	EA	\$ 37.98	\$ 227.88
		Decoders, 01	13	EA	\$ 70.13	\$ 911.69
		Decoders, 02	21	EA	\$ 116.88	\$ 2,454.48
		Decoders, 04	2	EA	\$ 176.38	\$ 352.76
		Irrigation Vault	3	EA	\$ 1,000.00	\$ 3,000.00
		Irrigation Flow Sensor/Meter Combo	3	EA	\$ 694.00	\$ 2,082.00
		Backflow Preventer	3	EA	\$ 1,129.00	\$ 3,387.00
		Master Valve	3	EA	\$ 533.00	\$ 1,599.00
		Flow Sensor	3	EA	\$ 195.00	\$ 585.00
		Mainline Piping, 2" SCH 40	1226	LF	\$ 0.58	\$ 715.98
		Mainline Piping, 2.5" SCH 40	319	LF	\$ 0.60	\$ 191.40
		Mainline Piping, 3" SCH 40	6000	LF	\$ 1.22	\$ 7,320.00

G2 ENGINEERING

PROJECT WORKSHEET | CONFIDENTIAL, DO NOT DISTRIBUTE

Bid Item No.	Project Code	Description of Work	Estimated Qty	Unit of Measure	Cost per Unit	Price
		Lateral Distribution Piping, 1" CL 200	10458	LF	\$ 0.14	\$ 1,464.12
		Lateral Distribution Piping, 1.5" CL 200	7220	LF	\$ 0.29	\$ 2,093.80
		Lateral Distribution Piping, 2" CL 200	1874	LF	\$ 0.43	\$ 805.82
		Lateral Distribution Piping, 2.5" CL 200	1907	LF	\$ 0.66	\$ 1,258.62
		Quick Coupler	6	EA	\$ 121.35	\$ 728.11
		Manual Drain Valves, Asmbly	12	EA	\$ 74.63	\$ 895.58
		Isolation Gate valves, Asmbly	7	EA	\$ 377.34	\$ 2,641.41
		Automatic Control Valve Asmbly - 1.5"	4	EA	\$ 125.78	\$ 503.14
		Automatic Control Valve Asmbly - 2"	59	EA	\$ 155.60	\$ 9,180.40
		Turf Heads, Rotor (Small/Med) Asmbly I-20	71	EA	\$ 12.50	\$ 887.78
		Turf Heads, Rotor (Large) Asmbly I-25	455	EA	\$ 27.72	\$ 12,612.60
		Misc. Fittings (5% of Pipe)	1	ALLOW	\$ 692.49	\$ 692.49
5		<b>TREES AND PLANTS</b>				<b>\$ 115,605.07</b>
		2" Cal Deciduous Trees	25	EA	\$ 175.00	\$ 4,375.00
		2.5" Cal Deciduous Trees	106	EA	\$ 180.00	\$ 19,080.00
		3" Cal Deciduous Trees	168	EA	\$ 225.00	\$ 37,800.00
		3.5" Cal Deciduous Trees	65	EA	\$ 230.00	\$ 14,950.00
		6' Evergreen Trees	27	EA	\$ 125.00	\$ 3,375.00
		8' Evergreen Trees	16	EA	\$ 95.00	\$ 1,520.00
		10' Evergreen Trees	46	EA	\$ 179.00	\$ 8,234.00
		Shipping	6	EA	\$ 1,200.00	\$ 7,200.00
		Misc Staking & Arborace Webbing	453	EA	\$ 3.25	\$ 1,472.25
		Pre-Emergent & Fert App	2	EA	\$ 2,300.00	\$ 4,600.00
		HydroSeed Turf Areas	226750	SF	\$ 0.03	\$ 6,802.50
		HydroSeed Arid Grass Areas	121819	SF	\$ 0.03	\$ 3,654.57
		Sodded Lawn	10167	SF	\$ 0.25	\$ 2,541.75
<b>ESTIMATED SUB-TOTAL</b>						<b>\$ 207,231</b>
<b>Bond Multiplier 1.5 x \$ 207,231 =</b>						<b>\$ 310,846</b>



Bid Item No.	Project Code	Description of Work	Estimated Qty	Unit of Measure	Cost per Unit	Price
-----------------	-----------------	---------------------	------------------	--------------------	------------------	-------

#### Bond Summary by Phase

Area Description	Area	Unit	Percent	Bond Total
Total Project Area	389181	SF	100%	\$ 310,846
Hanley & Carrington (Offsite)	313973	SF	80.68%	\$ 250,776
Phase One	36696	SF	9.43%	\$ 29,310
Phase Two	38512	SF	9.90%	\$ 30,760

IRREVOCABLE STANDBY  
LETTER OF CREDIT NO. 24833  
DATE: DECEMBER 9, 2015  
AMOUNT: \$646,160.00

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. 24833 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 SIX HUNDRED FORTY-SIX THOUSAND ONE HUNDRED SIXTY NO /100---Dollars (\$646,160.00) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before DECEMBER 9, 2016 covering The Trails Project and accompanied by the following:

1. 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. 24833".

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 DECEMBER 9, 2016.

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  
Washington Trust Bank



## **CITY COUNCIL STAFF REPORT**

**DATE:** December 15, 2015  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Coeur d'Alene Place 25th Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

---

### **DECISION POINT**

Staff is requesting the following:

1. Acceptance of the installed public improvements.
2. Approval of the Maintenance/Warranty agreement, and, bonding security.

### **HISTORY**

- a. Applicant: Kevin Schneidmiller  
Greenstone-Kootenai II, Inc.  
1421 N. Meadowwood Lane  
Suite 200  
Liberty Lake, WA 99019
- b. Location: Between Cornwall Street and Atlas Road, north of Sorbonne Drive.
- c. Previous Action:
  1. Final plats of CdA Place through the 16<sup>th</sup> Addition 1994 – 2008.
  2. Final plats of CdA Place 17<sup>th</sup> – 23<sup>rd</sup> Additions, 2010 - 2014.
  3. Final plat of CdA Place 24th Addition, August 2015.
  4. Final plat of CdA Place 25th Addition, September 2015.

### **FINANCIAL ANALYSIS**

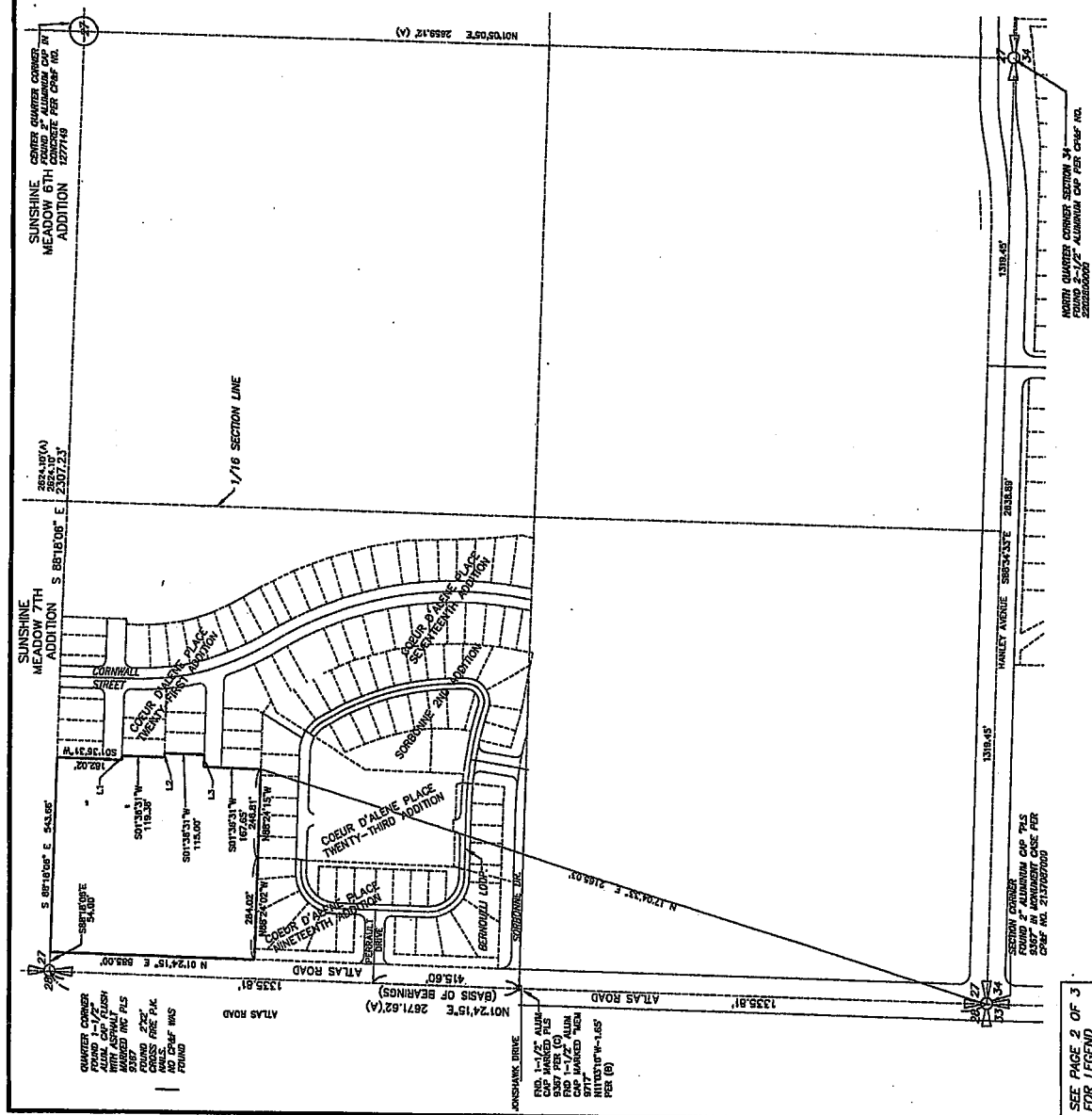
The developer is installing bonding security at 10% of the infrastructure installation cost to insure the warranty/maintenance of the public improvements that were installed for the 25<sup>th</sup> Addition. The security amounts to \$30,385.00 and will be in place for one (1) year following the date of acceptance.

### **PERFORMANCE ANALYSIS**

The Council previously approved the final subdivision plat of Coeur d'Alene Place 25<sup>th</sup> Addition in September 2015. The developer has completed the installation all of the required public improvements, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits and issuance of Certificates of Occupancy for any structures that have been completed in the development. Should the developer fail to maintain any of the installations that fail or fall into disrepair during the maintenance/warranty period, the City can attach the security and remedy the situation.

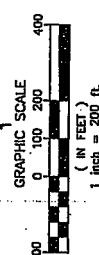
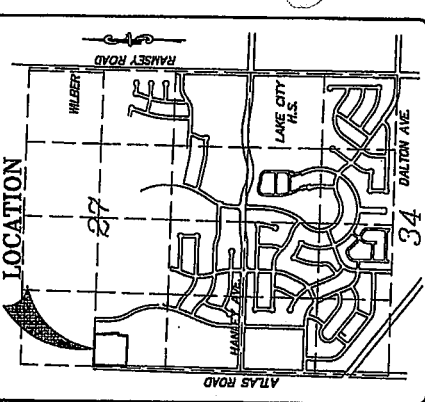
### **DECISION POINT RECOMMENDATION**

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.



VICINITY MAP  
2003-0002

PROJECT  
LOCATION



**SURVEY REFERENCES**  
(A) COEUR D'ALENE PLACE TWENTY-THIRD ADDITION, RECORDED IN BOOK # OF PLATS, PAGES 479-479B.  
(B) COEUR D'ALENE PLACE TWENTY-THIRD ADDITION, RECORDED IN BOOK # OF PLATS, PAGES 479-479B.  
(C) HANLEY AVENUE, RECORDED IN BOOK # OF PLATS, PAGES 418-418B.

**COEUR D' ALENE PLACE  
TWENTY-FIFTH ADDITION**  
A RE-PLAT OF LOT 1, BLOCK 4 OF  
COEUR D' ALENE PLACE TWENTY-THIRD ADDITION  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PROJECT	SCALE	APPROVED	DRAWN	DATE	DATE	DATE
15-141	AS NOTED	MEM	MEM	08/26/15	08/26/15	08/26/15
FIELD BOOK	SHEET	DATE	DATE	DATE	DATE	DATE
1 OF 3	1 OF 3	1 OF 3	1 OF 3	1 OF 3	1 OF 3	1 OF 3

**RFK LAND SURVEYING INC.**

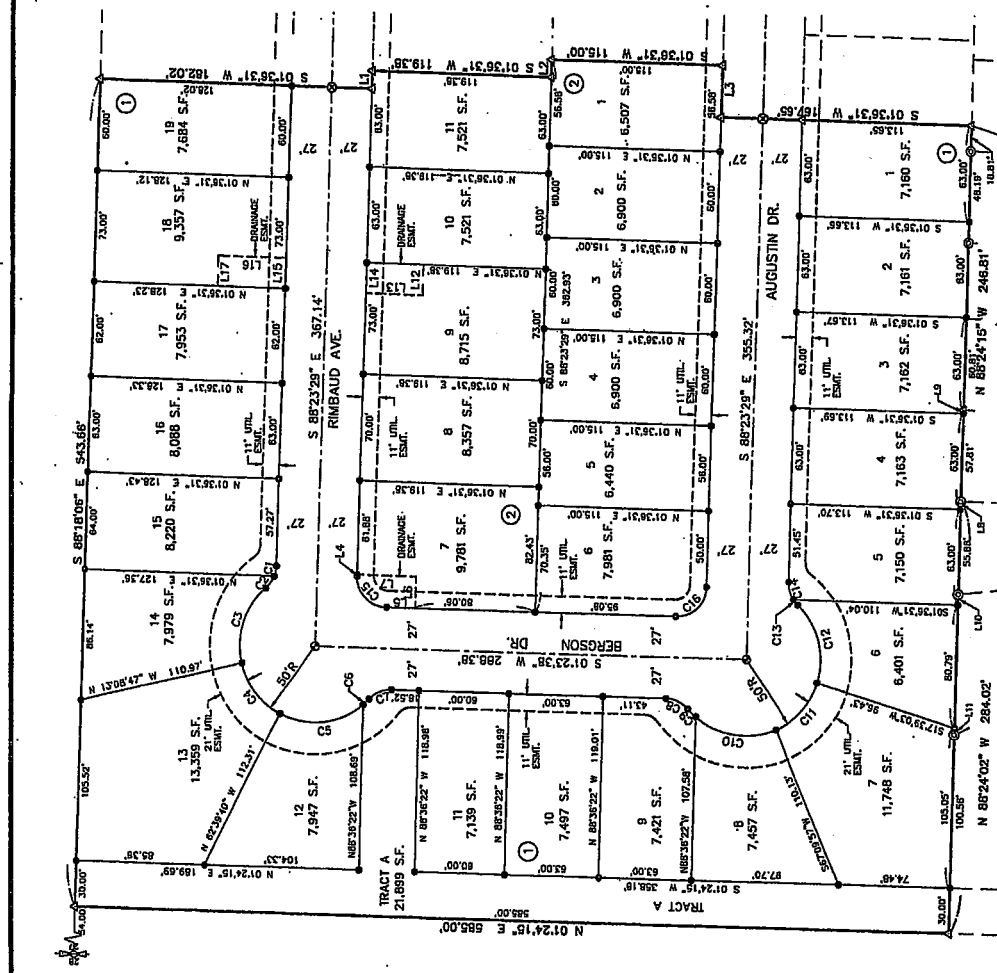
1450 WEST GARLAND AVENUE  
SPOKANE, WA 99205  
TEL: (808) 324-7881  
FAX: (808) 327-7249  
E-MAIL: [info@rfklandsurveying.com](mailto:info@rfklandsurveying.com)

SEE PAGE 2 OF 3  
FOR LEGEND

- LEGEND
- ④ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "KIZAN 9030" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
  - ⑤ SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "KIZAN 9030" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
  - ⑥ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717".
  - ⑦ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717".
  - ⑧ FOUND 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "KIZAN 9030".
  - ⑨ BLOCK NUMBER
  - TOTAL AREA=7.334 ACRES
  - FOUND AS NOTED

CURVE	RADIUS	ARC LENGTH	CURVE TABLE	CHORD BEARING	DELTA ANGLE
C1	20.00'	6.67'	6.63	N 75.3311° W	19.40.55"
C2	20.00'	9.42'	9.73	N 54.38.50° W	28.08.46"
C3	50.00'	54.61'	51.94	N 71.51.27° W	62.34.39"
C4	50.00'	43.21'	41.88	S 52.05.46° W	49.30.54"
C5	50.00'	89.11'	85.73	S 05.31.46° E	67.44.12"
C6	50.00'	5.26'	5.28	S 43.24.48° E	6.01.50"
C7	20.00'	18.89'	18.21	S 22.31.02° E	47.49.21"
C8	50.00'	7.03'	7.07	S 45.11.28° W	8.03.07"
C9	50.00'	55.65'	52.99	S 09.09.55° W	63.59.56"
C10	50.00'	43.21'	41.88	S 47.35.30° E	49.30.54"
C11	50.00'	55.73'	52.89	N 75.43.07° E	63.51.54"
C12	20.00'	4.37'	4.37	N 50.03.10° E	12.32.00"
C13	20.00'	12.32'	12.12	N 73.57.50° E	35.17.22"
C14	20.00'	31.49'	28.34	N 48.30.08° E	90.12.53"
C15	20.00'	31.49'	28.34	N 48.30.08° E	90.12.53"
C16	20.00'	31.34'	28.23	N 45.28.55° W	89.47.07"

LINE	BEARING	DISTANCE
L1	S 89.23.29° E	11.84'
L2	N 89.23.29° W	11.50'
L3	N 89.23.29° W	34.08'
L4	S 89.23.29° E	18.28'
L5	S 89.23.29° E	21.00'
L6	N 89.23.29° E	39.24'
L7	N 89.23.29° E	5.19'
L8	N 89.23.29° E	2.19'
L9	S 89.23.29° E	7.14'
L10	S 89.23.29° E	4.49'
L11	S 89.23.29° E	20.00'
L12	S 89.23.29° E	38.00'
L13	S 89.23.29° E	20.00'
L14	S 89.23.29° E	20.00'
L15	N 89.23.29° E	48.00'
L16	N 89.23.29° E	20.00'
L17	N 89.23.29° W	20.00'

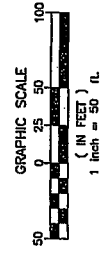


**BASIS OF BEARINGS**  
 THE BEARING OF 01°24'15" ALONG THE WEST LINE OF SECTION 27, ACCORDING TO COEUR D'ALENE PLACE TWENTY-THIRD ADDITION, RECORDED IN BOOK K, PAGES 479-479B. PAGES 479-479B WAS FIELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO CODES 50-1331 AND 50-1333, THE BEARING OF 01°24'15" ALONG THE WEST LINE OF SECTION 27 IS 01°17'56.69".

**SURVEY REFERENCES**  
 (A) COEUR D'ALENE PLACE TWENTY-THIRD ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 479-479B.  
 (B) HANKS WEST, RECORDED IN BOOK K OF PLATS, PAGES 479-479B.

COEUR D'ALENE PLACE  
 TWENTY-FIFTH ADDITION  
 A RE-PLAT OF LOT 1, BLOCK 4 OF  
 COEUR D'ALENE PLACE TWENTY-THIRD ADDITION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,  
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFL LAND SURVEYING INC.			
1420 WEST GARLAND AVENUE SPokane, WA 99206 TEL: (509) 324-7881 FAX: (509) 324-7882 E-MAIL: rland@rflsurvey.com	DRAWN MEM DATE 09/26/16	APPROVED RFL DATE 09/26/16	PROJECT 15-141 SHEET 2 OF 3 FIELD BOOK 88











AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK  
Coeur d'Alene Place 25<sup>th</sup> Addition

THIS AGREEMENT made this \_\_\_\_ day of December, 2015 between Greenstone-Kootenai II, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, President, 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 Coeur d'Alene Place 25<sup>th</sup> Addition, a thirty (30) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, 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 as shown on the construction plans entitled "Coeur d'Alene Place 25<sup>th</sup> Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated July 6, 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, 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 Thirty Thousand Three Hundred Eighty Five and 00/100 Dollars (\$30,385.00) 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 15<sup>th</sup> day of December, 2016. 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.

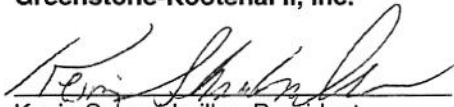
**City of Coeur d'Alene**

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

ATTEST

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

**Greenstone-Kootenai II, Inc.**

  
Kevin Schneidmiller, President

Maintenance/Warranty Agr. re: Res.# 15-067

**MAINTENANCE  
BOND**

**International Fidelity Insurance Company  
Newark, New Jersey**

Bond No.: SAIFSU0687752

KNOWN ALL BY THESE PRESENTS: That we Greenstone-Kootenai II, Inc.,  
as Principal, and International Fidelity Insurance Company, a corporation  
organized and existing under the Laws of the State of New Jersey, as Surety, are held  
and firmly bound unto City of Coeur d'Alene, as Obligee, in the  
total sum of \*\*\*Thirty Thousand Three Hundred Eighty Five Dollars and No Cents\*\*\*  
U.S. Dollars (\$30,385.00\*\*\*\*\*) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

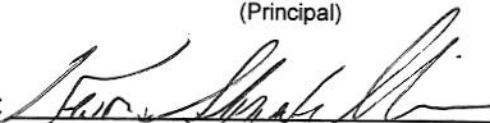
WHEREAS, the Principal entered into a contract with the Obligee dated \_\_\_\_\_ for  
Coeur d'Alene Place 25th Addition  
\_\_\_\_\_, ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 1 year(s) commencing on December 15, 2015 (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

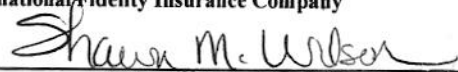
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 15th day of December, 2015.

Greenstone-Kootenai II, Inc.  
(Principal)

By: 

International Fidelity Insurance Company

By:   
Shawn M. Wilson, Attorney-in-Fact



**POWER OF ATTORNEY****INTERNATIONAL FIDELITY INSURANCE COMPANY  
ALLEGHENY CASUALTY COMPANY**

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**SHAWN M. WILSON, NICHOLAS W. PAGET, CHARLA M. BOADLE**

Spokane, WA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY  
County of Essex

*Robert W. Minster*

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



*Cathy Cruz*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

15<sup>th</sup>

day of December, 2015

*Maria H. Branco*

MARIA BRANCO, Assistant Secretary

## **PUBLIC WORKS STAFF REPORT**

**DATE:** December 7, 2015

**FROM:** Tim Martin, Street Superintendent

**SUBJECT: DECLARE SURPLUS USED EQUIPMENT**

---

### **DECISION POINT:**

The purpose of this report is for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to auction.

### **HISTORY:**

The description of the auction items has historically gone through the Public Works committee prior to Council Quorum for consent.

### **PERFORMANCE ANALYSIS**

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

### **FINANCIAL ANALYSIS**

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

### **DECISION POINT:**

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

List of items

Here is a brief description of each item,

- 1994 Chevrolet Pickup standard cab, 117,000 miles. It burns oil, A/C is inoperable.
- 1998 F150 w/100,000 miles engine burns excessive oil and A/C inoperable, general wear and tear.
- 2004 F150 w/111,000 miles. It has and excessive corrosion. This vehicle will be traded in to support Parks Department on a purchase. Will be replaced by a Wastewater Utility vehicle that is newer and in better condition.

These vehicles have been inspected by our shop supervisor and good candidates for replacement or auction.

**PUBLIC WORKS  
STAFF REPORT**

**DATE:** December 7, 2015

**FROM:** Tim Martin, Street Superintendent

**SUBJECT: DECLARE SURPLUS USED EQUIPMENT**

---

**DECISION POINT:**

The purpose of this report is for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to auction.

**HISTORY:**

The description of the auction items has historically gone through the Public Works committee prior to Council Quorum for consent.

**PERFORMANCE ANALYSIS**

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

**FINANCIAL ANALYSIS**

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

**DECISION POINT:**

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

List of items

Here is a brief description of each item,

- 1994 Chevrolet Pickup standard cab, 117,000 miles. It burns oil, A/C is inoperable.
- 1998 F150 w/100,000 miles engine burns excessive oil and A/C inoperable, general wear and tear.
- 2004 F150 w/111,000 miles. It has and excessive corrosion. This vehicle will be traded in to support Parks Department on a purchase. Will be replaced by a Wastewater Utility vehicle that is newer and in better condition.

These vehicles have been inspected by our shop supervisor and good candidates for replacement or auction.

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** December 7, 2015  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Approval of financing agreement for Mullan Rd with Ignite CDA

---

### **DECISION POINT**

Staff is requesting approval of the Agreement for Financing of Improvements with Ignite CDA for Mullan Rd

### **HISTORY**

The Mullan Rd conceptual plan was approved by the Council in October as part of the overall master plan. In addition, the Council recently approved the design contract with Welch Comer. Ignite CDA has agreed to provide \$1.6 million towards design and construction of the project.

### **FINANCIAL ANALYSIS**

The total design and construction costs for the project are estimated to be \$2.0 million. The City has budgeted \$400,000 and Ignite will fund \$1.6 million. The attached agreement sets forth the terms of their participation. Ignite will pay the consultants and contractor directly, so there is no need to amend our budget.

### **PERFORMANCE ANALYSIS**

This project is foundational to the 4-Corners / BLM master plan. It must precede many of the elements of that plan. It provides for additional parking and creates a more inviting, safer, pedestrian friendly connection between City Park and Memorial Field. These are just some of the benefits to the City and the Fort Grounds area.

### **RECOMMENDATION**

Staff recommends that Council adopt a resolution approving the attached financing agreement and direct the Mayor to execute it on behalf of the City.

# **AGREEMENT FOR FINANCING OF IMPROVEMENTS**

## **Four Corners Project Mullan Road, Coeur D'Alene, Idaho**

This Agreement, entered into and effective as of the 15<sup>th</sup> day of December, 2015 is made and entered into between the **Coeur d'Alene Urban Renewal Agency d/b/a ignite cda** (the "**Agency**") and the **City of Coeur d'Alene, Idaho** (the "**City**") relating to the financing and development of certain public improvements to the Mullan Road Area in the Four Corners project area, as shown in red on the attached Exhibit A and referred to as the "Base Bid" project elements, located in Coeur d'Alene, Idaho (the "**Project**"). The City and the Agency are each referred to herein as a "Party" and collectively as the "Parties."

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

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

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

WHEREAS, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Plan, which provides for a nine (9) year term extension for the Lake District (i.e. Lake District terminates in tax year 2021 versus the original termination date of tax year 2012); and

WHEREAS, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Urban Renewal Plan (the "**Plan**"); and

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

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

WHEREAS, the City owns or controls certain real property more commonly known as the Four Corners / Mullan Road Area located in Coeur d'Alene, Idaho (the "**Project Site**") and has undertaken to develop the Project; and

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

NOW THEREFORE, it is agreed as follows:

**I. Effective Date** The effective date of this Agreement shall be the date when this Agreement has been signed by the City and the Agency and shall continue until the completion of all obligations of each Party.

**II. Financing of Project Design.** The Agency and the City have agreed to share the costs incurred for the architectural, engineering, and related costs for the design of the Project (collectively, the “**Design Costs**”) with seventy-five percent (75%) to be paid by the City and twenty-five percent (25%) to be paid by the Agency, with the Agency’s funds being contributed last. The design of the Project (the “**Final Design**”) shall be subject to written approval by the Agency prior to the release of a construction contract or commencement of construction on the Project.

**III. Financing of the Project Construction; Construction Draws.** The Agency has agreed to pay up to one million six hundred thousand dollars (\$1,600,000) (the “**Agency Contribution**”) to the costs of construction of the Project (the “**Construction Costs**”), with said Construction Costs related to Project elements constructed solely within the boundary on the revenue allocation area subject to the Plan, commonly known as the Lake District, provided the City at all times complies with the terms of this Agreement. An Agency Board member, and/or the Agency’s Executive Director, shall be a member of the Project implementation team and the Agency shall approve any and all contractor draw requests made of the City, submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to disbursement of any funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire any third-party consultant or expert to oversee the design and construction of the Project, at Agency’s expense. The City agrees to cooperate or cause its contractor or other party acting on behalf of the City to reasonably cooperate with such third-party consultant or expert.

**IV. Payments by the Agency.** Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project’s contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request up to a maximum of the total Agency Contribution.

**V. Changes during Construction.** All material changes to the Project, including but not limited to material changes to the Final Design, and any change orders submitted during the construction phase of the Project in excess of One Thousand Dollars (\$1,000) shall be subject to prior written approval by the Agency.

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



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

(a) Commercial General Liability Insurance ("**Occurrence Form**") with a minimum combined single limit liability of \$10,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$10,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$11,000,000 and a general aggregate limit of not less than \$11,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name Agency, including its respective affiliates, officers, directors, and employees of each as additional insureds. Such endorsement shall be made upon endorsements providing coverage identical to that provided under ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, and coverage limits identical to those provided under ISO Endorsement CG 25 03 03 97, by City's Commercial General Liability insurer to meet the above requirements. All policies shall not be a claims-made policy.

(b) The City shall ensure subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance ("**Occurrence Form**") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis.

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

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

(e) City shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial contract

amount between City and its general contractor or, if City does not engage a general contractor, the aggregate amount of the contracts between City and its contractors for the construction of the Project, for the work necessary to construct the Project. Such property insurance shall be maintained until final payment to the Contractor has been made for the work necessary to construct the Project. This insurance shall insure interests of City, Agency, the general contractor, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under the builder's risk policy. Agency shall be named as an additional insured under the builder's risk policy. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss. If the property insurance requires deductibles, City shall pay costs of such deductibles.

(f) Insurance against loss or damage to the Project by fire, lightning, vandalism and malicious mischief, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Idaho, to such extent as is necessary to provide for not less than full recovery whenever a loss from perils insured does not exceed 80% of the full insurable value.

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

(h) Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. City shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, City shall provide a certified copy of each insurance policy required under this Agreement.

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

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. City's General and Automobile Liability Insurance policies shall contain a Cross-

Liability or Severability of Interest clause. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

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

**VIII. Damage and Destruction; Condemnation.** In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

**IX. Use of the Project.** The Project shall at all times remain open to and used by the public up to and including December 31, 2021. The City agrees to a deed restriction to be placed on the property upon which the Project will be constructed evidencing such use restriction.

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

(a) The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

(b) The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.

(c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its

lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

**XI. Indemnification.** City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees by reason of any such claim, City, upon written notice from the Agency, shall, at City's expense, resist or defend such action or proceeding by counsel selected by City or City's insurance carrier.

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

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

**XIV. No Joint Venture or Partnership.** The Agency and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and City a joint venture or partners.

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

**XVI. Notice and Receipt.**

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

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

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

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

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

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

**XVII. Authorized Representative.** The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates \_\_\_\_\_ as its Authorized Representative.

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

**XIX. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties.

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

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

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

[Signature Page Follows]

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

By \_\_\_\_\_  
Tony Berns  
Its Executive Director

DATED this 15<sup>th</sup> day of December, 2015.

CITY OF COEUR D'ALENE, IDAHO

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

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

STATE OF IDAHO     )  
                              ) ss.  
County of Kootenai   )

On this 15<sup>th</sup> day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

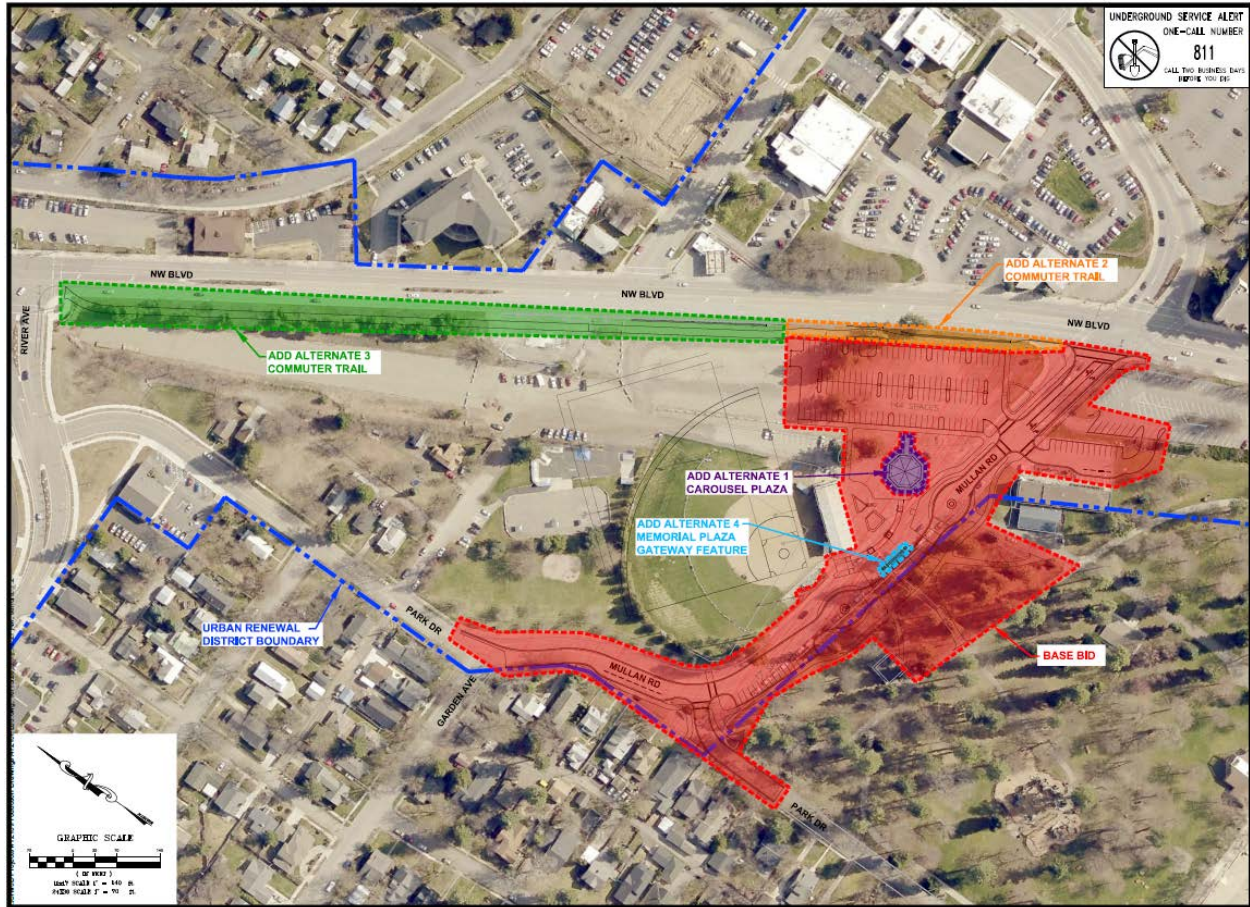
[illegible]

On this \_\_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared **Tony Berns**, known to me to be the Executive Director, of **COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A ignite cda**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

# EXHIBIT A





**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** December 7, 2015  
**FROM:** Ed Wagner, Building Services Director  
**SUBJECT:** Electrical Inspection, Energy and Electrical Code plan review and increase in revenues with the Idaho Division of Building Safety

=====

**DECISION POINT:** To approve the Electrical inspection and Energy code plan review agreement between the City of Coeur d’Alene and the Idaho Division of Building Safety (DBS).

**HISTORY:** Recently City Council approved the continuation of Electrical inspections performed by DBS. Currently DBS performs these inspections and reimburse the City 10% of permits fees submitted to the State. In discussion at the Council meeting, DBS offered to perform Energy code plan reviews and increase the amount the City receives from electrical permits from 10% to 30%.

**FINANCIAL ANALYSIS:** The income from the purchase of Electrical permits from DBS will increase from 10% to 30% for projects within the Coeur d’Alene city boundaries.

**PERFORMANCE ANALYSIS:** This agreement clarifies the responsibilities and processes required for the City to route applicable plans to DBS for comprehensive electrical and energy code plan review, plan review processes, inspections shall be based on on-site City approved plans.

**DECISION POINT/RECOMMENDATION:**  
To approve the Electrical inspection and Energy code plan review agreement between the City of Coeur d’Alene and the Idaho Department of Building Safety.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
IDAHO DIVISION OF BUILDING SAFETY AND CITY OF COEUR D'ALENE  
FOR ELECTRICAL PLAN REVIEW AND INSPECTION SERVICES**

This PROFESSIONAL SERVICES AGREEMENT BETWEEN IDAHO DIVISION OF BUILDING SAFETY AND CITY OF COEUR D'ALENE FOR ELECTRICAL AND PLAN REVIEW INSPECTION SERVICES ("Agreement") is made and entered into this 15<sup>th</sup> day of December, 2015, by and between Idaho Division of Building Safety ("Contractor" or "Division") whose address is 1090 East Watertower Street, Suite 150, Meridian, Idaho and the City of Coeur d'Alene ("City") whose address is Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. Division and City may also hereafter collectively be referred to as "Parties."

**WHEREAS** Division is a self-governing agency of the State of Idaho having statutory authority under Idaho Code sections 54-1001C and 67-2601A to enter into contracts with a municipality for the purpose of performing electrical inspector and electrical plan review services; and

**WHEREAS**, City is a municipal corporation created under the laws of the State of Idaho and as such, is authorized by Idaho Code sections 54-1001B to prescribe by ordinance the manner in which wires or equipment to convey current and apparatus to be operated by such current shall be installed, and having duly adopted such ordinances and established in its City Code an electrical code and program for the purpose of regulating and controlling all electrical installations; and

**WHEREAS**, City is authorized by Idaho Code section 50-301 and 54-1001C to enter into contracts for the purpose of implementing such ordinance or codes; and

**WHEREAS**, both Parties are a "Public Agency" and statutorily authorized by Idaho Code sections 67-2326 through 67-2333 to cooperate to their mutual advantage to make the most efficient use of, and to exercise jointly the authority to perform inspections of electrical installations in their jurisdictions, and to enjoy all the benefits and authority contained therein those sections; and

**WHEREAS**, the City Council of City finds that it is in the best interest of the health, safety, and welfare of the people of the City of Coeur d'Alene to enter into this Agreement with Contractor; and

**WHEREAS** Division, through applicable statutory authority and pursuant to the terms of this Agreement has also determined that it is in the best interest of Division to enter into such an Agreement.

**WHEREAS**, subject to the covenants and conditions set forth herein, City and Division desire to memorialize the contractual relationship between the parties in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Contractor and City hereby agree and contract as follows:

## **1. DELEGATION OF AUTHORITY**

**1.1** The mission of the City's Building Services Department is to safeguard life, health, property and public welfare by regulating and controlling the construction, quality of materials, use of all buildings and structures within the City of Coeur d'Alene by the administration and enforcement of the applicable adopted building and electrical codes. These are accomplished, in part, through the implementation and enforcement of local and State laws pertaining to electrical codes and electrical installations in commercial, industrial, and residential buildings.

**1.2** With this Agreement, Division does hereby agree to provide electrical inspection and plan review services related to the installation of all wires and equipment to convey electric current and installations of apparatus to be operated by such current performed within the jurisdiction of the City of Coeur d'Alene, along with other reasonably necessary administrative services related thereto and in support of City's electrical enforcement program. City does hereby grant Division such power and authority within the City's jurisdiction and to serve as the electrical inspection authority for City and perform those responsibilities of the electrical inspector as identified in city code and this agreement throughout the effective period of this Agreement.

**1.3** Electrical code inspection and plan review services provided by Division are more particularly described in this agreement and in Exhibit A, and shall include related services and activities including pre-development conferences, permit verification, and documentation of activity related to these services.

**1.4** City does hereby grant Division the power and authority to issue electrical permits through Division's electronic permitting system to applicants performing electrical installations within the City's jurisdiction, and to collect on behalf of City fees attendant thereto, as described more particularly in section 2.18 of this agreement.

## **2. DIVISION RESPONSIBILITIES**

**2.1** In addition to the responsibilities contained herein this section, Contractor shall perform the necessary services and adhere in all respects to the service level expectations set forth in *Exhibit A, Scope of Services*, attached hereto and incorporated herein by reference.

**2.2** Division shall provide a vehicle for use by Division personnel. Division will provide fuel and maintenance for such vehicle and retain liability for the vehicle and its use as set forth in Idaho law, including the Tort Claims Act set forth in Idaho Code title 6, chapter 9. Funding for the Division's liability is established under the Retained Risk Account managed by the Department of Administration, Division of Risk Management. Evidence of financial responsibility will be provided to City upon request and will consist of a Certificate of Financial Responsibility.

**2.3** Division personnel, at Division's expense, shall maintain a cellular telephone with voice mail, and shall provide the telephone numbers thereof to City for its use in administering this Agreement.

**2.4** Division personnel shall keep the Building Services Department informed of the affairs and needs of the electrical program and make reports if requested to the City and/or Council of such matters. Division inspectors shall share relevant information related to electrical inspection services with all city departments upon request.

**2.5** At all times throughout the term of this Agreement, Division Inspector(s) shall be sufficiently qualified to provide services in the manner established by this provision and all provisions of this Agreement. Specifically, without limitation, Division Inspector(s) assigned to perform electrical inspection activities pursuant to this agreement shall be in good standing with all relevant licensing and/or certifying authorities and compliant with all laws and regulations of the State of Idaho, City of Coeur d'Alene, and all federally enforced laws.

**2.6** Division inspectors assigned to perform commercial and residential building inspections shall possess an electrical journeyman license in good standing, and shall, at a minimum, hold the International Association of Electrical Inspectors (IAEI) Certified Electrical Inspector - General (2B) certification or IAEI Certified Electrical Inspector Master (CEI-M).

**2.7** Division energy plan reviews shall be performed by an ICC Energy Conservation Code qualified plan reviewer.

**2.8** Division agrees to make non-binding recommendations and provide professional guidance concerning amendments or modification to the applicable building codes or city ordinances addressing such codes in accordance with state law.

**2.9** Division's employees, designees, and subcontractors shall be bound by all of the terms and conditions of this Agreement, including the service level expectations set forth in *Exhibit A, Scope of Services*, and all qualifications required of Contractor hereunder, except as otherwise specified in this Agreement, and except as to clerical or administrative tasks not requiring such qualifications.

**2.10** Contractor shall comply with all federal, state and other laws and city ordinances related and applicable to services performed under this Agreement. When performing services under this Agreement, Contractor shall adhere to all State employment policies pertaining to workplace conduct, including but not limited to policies related to use of equipment, drug and alcohol policies, computer and electronic equipment usage, and safety. Contractor shall as much as practicable also adhere to City policies not in conflict with any state policies.

### 3. CITY RESPONSIBILITIES

**3.1** City designates the following employees as representatives with regard to day-to-day administrative matters related to Contractor's services under this Agreement:

Building Official, Ed Wagner  
[edwag@cdaid.org](mailto:edwag@cdaid.org)  
(208) 769-2352

Senior Commercial Plan Reviewer, Ted Lantzy  
[tlantzy@cdaid.org](mailto:tlantzy@cdaid.org)  
(208) 769-2261

City Liaison(s) shall provide support to Division and help coordinate electrical plan review and inspection services with developers, contractors, residents, owners, and other interested persons. City shall provide notice to Contractor of any amendments or modification of city ordinances adopting or amending relevant codes or policies.

**3.2** All fees for electrical code plan reviews and inspection services shall be as established in City Code chapter 15.16. Division shall be notified in advance of any proposed amendments or ordinances that would modify the current fee structure. Fees shall be collected by Division in the course of providing electrical inspection services under this agreement. The amounts of the permits and other fees collected by Division under this agreement, less amounts as identified in this agreement retained by Division as compensation for the services provided hereunder shall be so collected and then remitted to City, either in person or by means of the mail or electronically at the identified City address or appropriate routing to City's financial institution. Fees shall be remitted to City no later than the 20<sup>th</sup> day of the month following their incurrence.

**3.3** As compensation for services rendered by Division for City pursuant to this agreement, City shall pay Division according to the fee schedule as listed herein this Section 3.3. Division shall collect all permit fees from customers for City and Division. Division shall retain the agreed upon percentages or amounts of monies from the collected fees and remit the remainder to City in accordance with the following compensation and fee schedule:

#### **Monthly Electrical Permit Fee Revenue Distribution Schedule**

<b>Revenue</b>	<b>DBS Share</b>	<b>City Share</b>
All Permit Fee Revenue	70%	30%

Division shall not remit payment of the allocated share nor shall City be entitled to payment in advance of the collection thereof. Division shall maintain an acceptable accounting of all monies collected for inspection services provided by Division for City and readily provide City a full accounting of services upon request.

#### **4. GENERAL PROVISIONS.**

**4.1 Joint Exercise of Power.** It is particularly understood and agreed upon by the parties that in utilizing the statutory authority provided by sections 67-2326 through 67-2333, Idaho Code to jointly exercise the power to conduct electrical plans reviews, issue permits, conduct field inspections of electrical installations, and perform other related tasks associated with the administration of an electrical enforcement program in the City of Coeur d'Alene, the following shall apply:

**4.1.1** Electrical plans reviewed by Division in the performance of this agreement will be done so utilizing its electronic plans review system called "Project Dox".

**4.1.2** It is also understood and agreed that in accordance with city ordinance, permits issued for electrical installations performed in the City will be done so by Division utilizing its electronic permitting system, "ETRAKIT" or by the issuance of paper permit at its regional office. It is further understood and agreed; however, that such permits are legally issued and enforceable by City, and the rights to fees accompanying such permits belong to City notwithstanding that such permits are actually purchased and issued by Division through Division's electronic system or in paper form.

**4.1.3** Fees charged by Division for such plans review and permits shall be done so in accordance with the fee schedule established by the City in city ordinance.

**4.1.4** The parties hereby agree, and in accordance with city ordinance, Division shall collect all such fees. Division shall hold such fees in an appropriate account with the Idaho State Treasurer before remitting the funds to City, less amounts retained by Division as compensation for services performed under this agreement.

**4.1.5** Formal appeals by permit holders of notice of correction or violation issued by Division shall be administered by City in accordance with its administrative procedures. Division inspectors will cooperate and assist City in such proceedings.

**4.2 Term.** This Agreement shall become effective on October 1, 2015, and shall expire on September 30, 2018, unless sooner terminated as provided below. This Agreement term may be extended by separate written addendum, duly executed by both parties.

**4.3 Appropriation.** By signing this Agreement both parties understand and agree that Division and City are governmental entities. This Agreement shall in no way or manner be construed so as to bind or obligate City, Division, or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or the Coeur d'Alene City Council as may exist from time to time. Each party reserves the right to terminate the agreement if, in its sole judgment, the legislature of the State of Idaho or the Coeur d'Alene City Council, as the case may be, fails, neglects, or refuses to appropriate sufficient funds as may be required for the Division or City to continue their required performance under the agreement. Any such termination shall take effect on sixty (60) days prior notice and be otherwise effective as provided in this Agreement.

**4.4 Recordkeeping.** In accordance with applicable law, all records, including those of costs, reimbursable expenses, and payments shall be kept to generally recognized accounting methods and standards and shall be available to the other Party at all times.

**4.5 Independent Contractor.** In all matters pertaining to this Agreement, it is distinctly and particularly understood and agreed between the parties to the Agreement that the Division is an independent contractor in the performance of each and every part of the Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein. The Contractor shall assume full responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Agreement. Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City in any manner or for any purpose. Specifically, without limitation, Contractor understands, acknowledges, and agrees:

**4.5.1** Contractor is free from actual and potential control by City in the provision of services under this Agreement.

**4.5.2** Contractor has the authority to hire subordinates.

**4.5.3** Contractor owns and/or will provide all tools, equipment, and supplies necessary to perform services under this Agreement.

**4.5.4** Neither Contractor nor City shall be liable to the other for a peremptory termination of the business relationship described under this Agreement.

**4.5.5** Contractor shall not be entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor include: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or, retirement benefits provided by City.

**4.5.6** Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance payment from the City or charged to City's account.

**4.6 Notice.** Communication between the City-Contractor Liaison and Contractor regarding day-to-day and administrative matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed respectively as follows:

City of Coeur d'Alene  
Attn: City Clerk  
Coeur d'Alene City Hall,  
710 E. Mullan Avenue.  
Coeur d'Alene, Idaho 83814

Idaho Division of Building Safety  
Attn: Administrator  
1090 E. Watertower Street, Suite 150  
Meridian, Idaho 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

**4.7 Administration.** To the extent required pursuant to Section 67-2328(d), Idaho Code the administration of this cooperative undertaking to perform electrical inspection services within the City of Coeur d'Alene shall be done so jointly by the Administrator of the Division of Building Safety, and the Mayor of the City of Coeur d'Alene.

**4.8 Termination.**

**4.8.1 Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of both Parties.

**4.8.2 Best Interest of City or Contractor.** City may terminate this Agreement by providing sixty (60) business days written notice to Contractor if, at any time, for any reason, City determines that termination of the Agreement is in the best interest of City. Contractor may terminate this Agreement by providing sixty (60) business days written notice to City if, at any time, for any reason, Contractor determines that termination of the Agreement is in the best interest of Contractor. In the event of termination, Contractor shall be entitled to compensation for the services performed per the distribution schedule outlined above up to the effective date of termination.

**4.8.3 Changed Conditions.** Either party may terminate this Agreement in whole or in part by providing ten (10) business days written notice to the other party if at any time: (1) the other party is in material breach of any warranty, term, condition, covenant, or obligation under the Agreement; (2) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Agreement infeasible or impossible; or, (3) the other party fails to comply with any material and applicable law, regulation, or rule.

**4.9 Time of the Essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this Agreement.

**4.10 Nonwaiver.** A waiver of any right, remedy or provision provided in this Agreement or by law shall not constitute a waiver of any other rights, remedies or provisions, whether or not similar, nor shall any waiver in one instance constitute a waiver in any other instance or constitute a continuing waiver. The rights and remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. City shall not be required to reinstate any provisions of this Agreement following a waiver for the provision to be effective in any other instance.



**4.11 Liability.** City and Division each shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents. Nothing in this Agreement shall extend the responsibility or liability of either City or Division beyond that required by the Idaho Tort Claims Act. Each party shall defend itself against any claims that arise solely from wrongful acts, omissions or negligence of its officers, employees, or agents in the course of the performance of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claims.

Nothing in this Agreement shall be deemed to subject the Division or City to suit by persons not party to this Agreement. The Agreement is intended solely to facilitate intergovernmental cooperation among the Parties and does not create any right in other persons to seek administrative or judicial enforcement of provisions herein. Any actions by persons not party hereto maintained against the Division or City or their officers, employees and agents for activities conducted pursuant to this Agreement shall be subject to, and controlled solely by, the Idaho constitution and its statutes and administrative regulations and City Code as applicable.

**4.12 Assignment.** The Contractor may not subcontract, assign, or transfer any right or duty arising hereunder without the prior written consent of City. Any subcontractor, transferee, or assignee shall be bound by all of the terms and conditions of this Agreement. City may withhold its consent to assignment, succession or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Coeur d'Alene. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

**4.13 Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

**4.14 Entire Agreement; Modification.** This agreement supersedes, terminates, and otherwise renders null and void any and all prior agreements or contracts entered into between the Parties with respect to the matters herein expressly set forth. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

**4.15 Nondiscrimination.** Contractor agrees that it shall not discriminate against any person in the performance of this Agreement, on the grounds of race, gender, religion, national origin, sexual orientation, marital status, disability, or age.

**4.17 Survival.** All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

**4.18 Attorney Fees.** In the event an action, suit, or proceeding, including appeal therefrom, is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the Division's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**4.19 Governing Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce or interpret the provisions of the Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Agreement will remain in force.

**4.20 Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

**4.21 City Council Approval Required.** This Agreement shall not become effective or binding until approved by the Coeur d'Alene City Council.

**4.22 Public Records.** The Parties acknowledges that all records containing information relating to the existence, administration or performance of this Agreement and services provided hereunder may be public records. Division acknowledges that all records containing information relating to the activities of the inspectors providing services in performance of this Agreement prepared, owned, used or retained by it may be records subject to City's records retention schedule and the Idaho public records act. Division shall, upon request provide requested information or records in a format accessible by City to the City Clerk's Office. Division shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement. City acknowledges and agrees that Division is also a public agency to which the Idaho public records act and state records retention policies are also applicable and Division will comply with any requirement thereunder, or any other applicable law regarding any records maintained by Division. The parties agree to and shall provide immediate notice to the other Party of any public records request it may receive the subject of which is for a record created in the course of its performance of this agreement.

**4.23 State's Insurance.** The Division of Building Safety (Contractor) is a State of Idaho agency and provides liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776, which is funded and in effect, subject to limitation on liability of the Tort Claims Act, Idaho Code sections 6-901 et seq.

**4.24 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**IN WITNESS WHEREOF**, the parties cause this agreement to be executed as of the day and year first above.

IDAHO DIVISION OF BUILDING SAFETY:

\_\_\_\_\_  
C. Kelly Pearce, Administrator

CITY OF COEUR D'ALENE:

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

ATTEST:

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

STATE OF IDAHO    )  
                                  ) ss.  
County of Kootenai    )

On this 15<sup>th</sup> day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO    )  
                                  ) ss.  
County of Kootenai    )

On this \_\_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared **C. Kelly Pearce**, known to me to be the Administrator, of Idaho Division of Building Safety, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

**Overview:** Contractor shall perform comprehensive, commercial electrical plan reviews, and lighting (Com Check) energy plan reviews, issue electrical permits, and perform detailed electrical inspections for any and all electrical installations and building projects in the City of Coeur d'Alene requiring such. Such plan reviews and inspections shall ensure compliance with all current applicable electrical code ordinances of the City. Contractor shall provide notices to the permit holder and City of any violation; and notify the permit holder of any required corrections of any such violation.

#### **I. SERVICES PROVIDED BY CONTRACTOR.**

- A. **Plan Review.** Contractor shall be responsible for performing comprehensive commercial electrical and energy plan reviews for any and all electrical installations and building projects requiring such in the City of Coeur d'Alene. The following shall apply to the electrical review of plans subject to this agreement:
1. Plan review shall be performed upon City request.
  2. Revisions in plans identified by the reviewer shall be incorporated into the plans.
  3. Plans approved as compliant with applicable codes shall contain a designation evidencing such on the plans; and sent to City for incorporation by City into the final plan review sets.
  4. Deferred plans and plan review submittals will be allowed only with City approval.
  5. Deadlines for the completion of plans review shall be coordinated with the City but in no case shall they exceed the limits identified by City or cause undue delay in the issuance of a permit.
  6. Contractor shall ensure that the approved plans are on-site prior to performing electrical inspections.
- B. **Field Inspections.** Division shall conduct electrical inspections as well as provide related electrical inspection services for City on property and at all buildings, commercial, residential and industrial within the jurisdictional boundaries of the City. Division shall enforce all rules and regulations under the 2014 National Electrical Code (NEC), and other applicable codes related thereto adopted by city ordinance with any amendments as adopted by City, and verify that all provisions of permitting required by the City pursuant to such uniform codes are observed. Furthermore, all inspections, plan reviews, enforcement and associated activities conducted by Division pursuant to this Agreement shall be conducted in substantial accord with the standards recognized by City as expressed in its city code.
- C. **Enforcement.** As used in this agreement, the terms “enforce” and/or “enforcement” is defined to include only the following activities by Division: verifying that the appropriate City permit has been obtained; ensuring that inspection has been requested and subsequently performed; determining whether any electrical

installation is done so in conformity with the adopted codes; determining whether a violation of any applicable electrical code has been identified; ensuring that notice of any such violation is provided to the permit holder and City, and ordering correction of any such violation.

- D. **Inspection Schedule.** Inspections shall be performed within 24 – hours or no later than the next work day after the inspection request has been submitted. Each and every field inspection requested on a non-business day shall be performed the next business day.
- E. **Project Value.** Division shall review and ensure that valuation of all projects submitted by the permit-holder are accurate. If project scope change occurs, Division shall ensure that proper adjustments are made.
- F. **Administrative Tasks.** Division agrees that the Division inspector or his designee shall be available to take phone calls, respond to voice mail and e-mail messages, answer questions, and attend meetings upon request of, as needed, or as scheduled by City. Division agrees that it shall timely respond to calls of inquiry concerning electrical code services from members of the public within one business day. Division personnel will be available to answer phone calls from customers of the City each business day from 8am to 12pm and from 1pm to 5pm.
- G. **Code Amendments and Technological Advancement.** Division shall monitor legislation and technical developments that may affect the electrical industry. This may include, but shall not be limited to, attending meetings, conferences, workshops, and training sessions to become and remain current on principles, practices, and new developments. Division shall be responsible for all associated costs.
- H. **Process and Performance Standards.** Contractor shall provide services in accordance with the following process and performance standards:

#### **1. ELECTRICAL PLAN REVIEW**

- (1) Division shall complete plan review no more than ten (10) business days after receipt of completed application.
- (2) Division shall provide electrical and related energy plan review comments, redlines, re-submittal requests and other correspondence via email to design professionals of record and to City, and shall archive such.
- (3) Contractor shall perform plan review based on the most current City adopted edition of the National Electrical Code, applicable portion of the International Energy Conservation Code (IECC) and “ComCheck.” This review shall verify the design, plans, specifications, and construction of all related electrical components of construction are in compliance with these codes.

## **2. ELECTRICAL INSPECTIONS**

### **a. Commercial and Residential Projects**

- (1) Division shall perform all electrical and applicable energy inspections for commercial and residential occupancies from initial inspection through final inspection. All inspections shall be based on applicable codes and the City of Coeur d'Alene approved on-site plans and specifications.
- (2) Inspections shall be approved only as to work that has been completed or substantially completed and that is in compliance with the requirements of applicable codes and the approved plans. Approved work shall be identified as so approved by the inspector.
- (3) Division shall sign off for final electrical inspection for Certificate of Occupancy, Temporary Certificates of Occupancy, and Letters of Substantial Completion following satisfaction of all inspections and review of any third party special inspection reports. As appropriate, Division shall provide notices of violations of applicable standards to permit holders.
- (4) Division shall perform as many inspections as necessary on any permit. Division may assess re-inspection fees, if items from a previous correction notice are not corrected when a new inspection is requested.

## **II. SERVICE LEVEL EXPECTATIONS.**

- A. Professionalism.** When performing services under this Agreement, Contractor shall be professional in demeanor and in conduct, and to that end shall at all times:
1. Display a State-issued photo identification badge.
  2. Provide a State-issued business card during field inspections, as appropriate.
  3. Dress professionally. While performing services for the City of Coeur d'Alene, Division employers performing work pursuant to this contract shall not advertise on clothing or vehicles (logos, graphics, etc.) any business other than Idaho Division of Building Safety.
  4. Wear appropriate clothing and safety gear to protect from personal injury.

## ANNOUNCEMENTS



OTHER BUSINESS

## **Finance Department Staff Report**

**Date:** December 15, 2015  
**From** Troy Tymesen, Finance Director  
**Subject:** Update the City's Investment Policy

### **Decision Point:**

To approve an updated Investment Policy for the City of Coeur d' Alene that is in compliance with the State code and that eliminates restrictive language on the physical location of banks.

### **History:**

Investments are regulated by Idaho Code section 50-1013 which the City adheres to. The City's Investment Policy is allowed to be more restrictive than the State code. The City's existing policy was approved in 1986 (attached).

### **Financial analysis:**

There is no direct cost to the City for this update. This updated investment policy more clearly explains the guidelines for investing City funds. The two major changes to this update are:

1. A limitation to the maximum investment time frame to five years unless approved by Council. This detail is found in the Liquidity section of the policy.
2. The elimination of old language that was adopted by the State and is currently in the City's policy which states that Time Certificates of Deposit and other savings accounts must be invested with banks located within the geographical boundaries of the state.

### **Decision Point:**

To approve an updated Investment Policy for the City of Coeur d' Alene that is in compliance with the State code and that eliminates restrictive language on the physical location of banks.

RESOLUTION NO. 87- 18

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DIRECTING AND EMPOWERING THE CITY TREASURER TO INVEST MONEY BELONGING TO THE CITY.

WHEREAS, the City Treasurer is educated, trained, and has experience in the investment of municipal funds in authorized investments, and to obtain the city's investment objectives of preserving principal and then realizing a reasonable return, it is necessary that idle monies in the Treasurer's hands be invested, reinvested, and withdrawn on a daily basis. It further appearing that it would be impossible to obtain approval of the City Council with such frequency; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City Treasurer be and he is hereby directed and empowered, to invest any money in his hands belonging to the city legally available for investment under Idaho Code §50-1013 in any of the following:

- (a) Revenue bonds issued by the Revenue Bond Act.
- (b) City coupon bonds provided for under Section 50-1019, Idaho Code.
- (c) Local improvement district bonds provided for under chapter 17, title 50, Idaho Code.
- (d) Time deposit accounts with public depositories.
- (e) Bonds, treasury bills, interest-bearing notes, or other obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (f) General obligation bonds of this state, or those for which the faith and credit of this state are pledged for the payment of principal and interest.
- (g) General obligation bonds of any county, city, metropolitan water district, municipal utility district,

school district or other taxing district of this state.

- (h) Notes, bonds, debentures, or other similar obligations issued by the Farm Credit System or institutions forming a part thereof under the Farm Credit Act of 1971 (U.S.C., tit. 12, sections 2001-2259) and all Acts of Congress amendatory thereof or supplementary thereto; in bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act (U.S.C., tit. 12, sections 1421-1449); in bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act (U.S.C., tit. 12, sections 1701-1750g) as amended, and in the bonds of any federal home loan bank established under said Act and in other obligations of agencies and instrumentalities of the government of the state of Idaho or of the United States.
- (i) Bonds, notes or other similar obligations issued by public corporations of the state of Idaho including, but not limited to, the Idaho state building authority, the Idaho housing authority and the Idaho water resource board, but such investment shall not extend beyond seven (7) days.
- (j) Repurchase agreements with Idaho public depositories covered by any legal investment for the state of Idaho.
- (k) Tax anticipation bonds or notes, income and revenue anticipation bonds or notes and registered warrants of the state of Idaho and the cities or of the taxing districts of the state of Idaho.
- (l) Savings accounts including, but not limited to, accounts on which interest or dividends are paid and

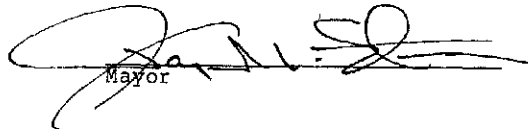
upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.

(1m) Time deposit accounts and other savings accounts of state or federal savings and loan associations located within the geographical boundaries of the state in amounts not to exceed the insurance provided by the federal savings and loan corporation, including but not limited to accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.

n. Share, savings and deposit accounts of state and federal credit unions located within the geographical boundaries of the state in amounts not to exceed the insurance provided by the national credit union share insurance fund and/or any other authorized share guaranty corporation, including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.

This authorization to continue until modified or terminated by resolution.

DATED this 7th day of October, 1986.

  
Mayor

ATTEST:

  
City Clerk

Motion by Edinger, Seconded by Jones,  
to adopt the foregoing resolution.

ROLL CALL:

Councilman Hassell Voted Aye

Councilman Edinger Voted Aye

Councilman Macdonald Voted Aye

Councilman Jones Voted Aye

Councilman McCrea Voted Aye

Councilman Reid Voted Aye

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

RESOLUTION NO. 15-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO ADOPTING AN INVESTMENT POLICY.

WHEREAS, the Finance Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene adopt an Investment Policy, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, the City of Coeur d' Alene is obliged to conduct its financial affairs in accordance with provisions of state and Federal law, and

WHEREAS, funds held in the City's name should be invested in accordance with principles approved by the city council in order to protect public funds and earn a reasonable return upon their investment, and

WHEREAS, certain principles and polices should guide those investment decision, and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the City Council of the City of Coeur d'Alene as follows:

1. The City Treasurer (Finance Director) is authorized and obligated to follow the principles and standards set forth in such policy unless expressly approved to the contrary by the City Council or contravened by applicable provisions of law.
2. All administrative staff of the City of Coeur d' Alene is authorized to take such steps as may be necessary or appropriate to carry out the terms of the City's investment policy as set forth in the above-referenced document.

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the policy attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 15<sup>th</sup> day of December, 2015.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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



## **CITY OF COEUR D'ALENE INVESTMENT POLICY**

### **POLICY:**

The purpose of this document is to provide guidelines for the prudent investment of the City of Coeur d' Alene funds and to outline the policies needed to maximize the efficiency of the City's cash management system.

The Treasurer shall invest idle public funds in a manner that recognizes that safety of principal is the top priority. The primary duty and responsibility of the Treasurer is to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of the community. The second priority is liquidity. It is the duty of the Treasurer to maintain an adequate percentage of the portfolio in short-term securities, which can be converted to cash if necessary to meet disbursement requirements. A high yield on investments ranks third in priority in the City's investment strategy. Yield will be considered only after the basic requirements of safety and liquidity have been met. This strategy will be carried out in conformity with state statutes, local laws, and City Council ordinances or resolutions.

### **SCOPE:**

This investment policy applies to the following funds, which are accounted in the City's Comprehensive Annual Financial Report and include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Proprietary Funds
5. Fiduciary Fund
6. Any new fund created by the Council, unless specifically exempted by the Council.

All monies entrusted to the Treasurer shall be invested in accordance with Idaho Code 50-1013.

This policy shall not apply to investments held by trustees of debt service reserves nor shall it apply to investment held by the administrators of the City's IRS Code Section 457 deferred compensation program. These funds shall be invested in accordance with current bond indentures or contractual provisions of the program.

### **PRUDENCE:**

The Treasurer shall invest public funds in the context of the "prudent person standard" which states, "investments shall be made with judgment and care, under circumstances then

prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Treasurer shall adhere to and be evaluated according to the foretasted "prudent person standard" in the performance of his/her duties as the manager of public funds.

Additionally, investment officers acting in accordance with written procedures and the investment policy, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **INVESTMENT OBJECTIVE:**

The primary objective of the City of Coeur d' Alene Treasury is to safeguard government funds while providing for adequate liquidity to meet the City's daily needs. The primary objectives, in priority order of investment activities, shall be:

#### **Safety:**

Safety of principal is the foremost objective of the investment program. The Treasurer shall seek to avoid capital losses for all investment transactions made. The portfolio shall be diversified to ensure that potential losses on the individual securities do not exceed the income generated from the remainder of the portfolio. Additionally, the Treasurer shall ensure the safety of invested funds by limiting interest and credit rate risks.

#### **Interest Rate Risk:**

The risk that the market value of the portfolio securities will fall due to an increase in general interest rates:

#### **Interest rate risk will be mitigated by:**

- i. Structuring the City's portfolio so that securities mature to meet the City's cash demands for ongoing operations, thereby precluding the need to sell securities on the open market prior to their maturity.
- ii. Investing primarily in shorter-term securities.

**Credit Risk:**

The risk of loss due to the failure of the security or backer. Credit risk will be mitigated by:

- i. Limiting investments to the types of securities authorized by this policy.
- ii. Using pre-qualified financial institutions.
- iii. Diversifying the investment portfolio.

**Liquidity:**

An adequate percentage of the portfolio shall be maintained in liquid short-term securities, which can be converted to cash if necessary to meet disbursement requirements. No investment shall be made in any security, which at the time of the investment has a remaining term in excess of five years unless the Council has granted express authority to make that investment.

**Yield:**

Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

**Return On Investment:**

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, IRS arbitrage rebate requirements, the cash flow characteristics of the Portfolio and State statutes, local laws, ordinances or resolutions that restrict investments. The City's portfolio management approach is one, which prohibits speculation based on anticipated interest rate movements. The City's approach is to buy investment with the intention of holding the investment to maturity.

**Legal Requirement:**

The City's investment portfolio shall be designed with the objective of meeting all legal requirements set forth by Federal, State and local laws.

**DELEGATION OF AUTHORITY:**

The responsibility for the investment program rests with the Treasurer. The Treasurer, and/or those person(s) assigned by the Treasurer, will be responsible for all transactions undertaken and has established a system of internal controls and standard operating procedures to regulate the activities of subordinate officers.

**ETHICS AND CONFLICTS OF INTERESTS:**

The Treasurer shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. Officers and employees involved in the investment process shall

refrain from business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Coeur d' Alene, particularly with regard to the time of purchase and sales.

#### **AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:**

In selecting financial institutions for deposits or investment of City funds, the Treasurer shall consider the creditworthiness of institutions. The Treasurer shall continue to monitor, by obtaining and reviewing currently available financial statements, financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

In addition, if utilized, approved security brokers/dealers, will be selected by creditworthiness, and be authorized to provide investment services in the State of Idaho. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. No public deposit shall be made except in a qualified public depository as authorized by laws of the State of Idaho.

A copy of the City's Investment Policy shall be provided to each approved financial institution or broker/dealer the City conducts business with. The Treasurer shall maintain a signed agreement from each, agreeing to abide by the City's Investment Policy.

#### **AUTHORIZED AND SUITABLE INVESTMENTS:**

The Treasurer and/or those person(s) assigned by the Treasurer shall invest money only in those investment instruments allowed by Idaho Code 50-1013. Legal investments for the City are as follows and shall be in U.S. dollar denominations:

- (A) Revenue bonds issued pursuant to the Revenue Bond Act.
- (B) City coupon bonds provided for under section 50-1019 Idaho Code.
- (C) Local improvement district bonds provided under Chapter 17, Title 50, Idaho Code.
- (D) Time deposit accounts with public depositories.
- (E) Bonds, treasury bills, interest-bearing notes, or other obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principle and interest.
- (F) General obligations bonds of this state, or those for which the faith and credit of the United States are pledged for the payment of principle and interest.
- (G) General obligation bonds of any county, city, metropolitan water district, municipal utility district, school district, or other taxing district of this state.
- (H) Notes, bonds, debentures, or other similar obligations issued by the Farm Credit System

or institutions forming a part thereof under the Farm Credit Act of 1971 (U.S.C., Title 12, sections 2001-2259) and all Acts of Congress amendatory thereof or supplementary thereto; in bonds or debentures of the Federal Home Loan Bank Act (U.S.C., Title 12, Sections 1421-1449); in bonds, debentures, and other obligations of the Federal National Mortgage Association established under the National Housing Act (U.S.C., Title 12, Sections 1701-1750g) as amended, and in the bonds of any federal home loan bank established under said act and in other obligations of agencies and instrumentalities of the state of Idaho or the United States.

- (I) Bonds, notes, or other similar obligations issued by public corporations of the state of Idaho including, but not limited to, the Idaho state building authority, the Idaho housing authority, and the Idaho water resource board, but such investment shall not extend beyond seven (7) days.
- (J) Repurchase agreements covered by any legal investment for the state of Idaho.
- (K) Tax anticipation bonds or notes, income and revenue anticipation bonds or notes and registered warrants of the state of Idaho or of taxing districts of the state of Idaho.
- (L) Savings account including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
- (M) Time deposit accounts and other savings accounts of state or federal savings and loan associations located within the geographical boundaries of the state in amounts not to exceed the insurance provided by the federal savings and loan corporation, including but not limited to accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
- (N) Share, savings, and deposit accounts of state and federal credit unions located within the geographical boundaries of the state in amounts not to exceed the insurance provided by the national credit union share insurance fund and/or any other authorized share guaranty corporation, including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
- (O) Prime banker's acceptances.
- (P) Prime commercial paper.
- (Q) Money market funds, mutual funds, or any other similar funds whose portfolios consist of any allowed instrument as specified in this section.
- (R) Bonds, debentures or notes of any corporation organized, controlled and operating within the United States which have, at the time of their purchase, and A rating or higher by a commonly known rating service.

#### **MASTER REPURCHASE AGREEMENT:**

The Treasurer shall have on file a copy of the Master Repurchase Agreement, signed by both parties, prior to any repurchase agreements with a bank or dealer.

## **INVESTMENT POOLS/MUTUAL FUNDS:**

A thorough investigation of governmental sponsored pools and/or mutual funds is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- (A) A description of eligible investment securities, and a written statement of investment policy and objectives.
- (B) A description of interest calculations and how it is distributed, and how gains and losses are treated.
- (C) A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- (D) A description of who may invest in the program, how often, what size deposits and withdrawals are permitted and what notification is needed.
- (E) A schedule for receiving statements and portfolio listings.
- (F) Are reserves, retained earnings, etc. utilized by the pool/funds?
- (G) A fee schedule, and when and how is it assessed.
- (H) Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

## **SAFEKEEPING AND CUSTODY:**

All security transactions, including collateral agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. A third party custodian designated by the Treasurer will hold securities.

Repurchase agreements may be entered into on a safekeeping basis only if a master agreement with the bank or trust department providing the safekeeping is first obtained and it very clearly establishes that the bank/trust is acting as third party agent for the Treasurer, not the financial institution arranging the repurchase agreements. Such third party safekeeping arrangements will be documented with a signed agreement between the Treasurer and that the financial institution does not have access to them under any circumstances.

All securities owned by the City will be held by a third party except the collateral for time deposits in banks and savings and loans. Collateral for time deposits in banks should be held in the City's name in the bank's Trust Department, or alternately in the Federal Reserve Bank. Collateral for time deposits in savings and loans is held by the Federal Home Loan Bank or an approved Agent of Depository.

## **DIVERSIFICATION:**

It is the policy of the City to diversify its investment portfolio to avoid incurring unreasonable and avoidable risks or loss resulting from over-concentration of assets in a specific maturity, specific insurer, or specific class of securities, with the exception of U.S. Treasury Securities and authorized pools. No more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution, with the exception of U.S. Treasury Securities and authorized pools.

## **MAXIMUM MATURITIES:**

Inasmuch as the first two objectives of the City's investment program are protection of principal and adequate liquidity to provide for daily operating needs, the City will, to the extent possible, attempt to match its investments with anticipated cash flow requirements.

## **INTERNAL CONTROL:**

The City shall continue to require an annual independent audit of the financial statements. During the course of the audit, the auditor shall perform such reviews of the Treasury's internal controls (those controls designed to prevent loss of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and/or officers of the City) as necessary to express an opinion on the financial statements as a whole. This review will test internal control by assuring compliance with the policies and procedures and the adequacy of those policies and procedures.

## **PERFORMANCE STANDARDS:**

The City's investment portfolio will be designed with the objective of exceeding the average Federal Funds rate. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

The Treasurer's objective is to maximize the City's cash invested at all times.

The City's investment strategy is active. The comparable benchmark used to determine whether an active market yield is being achieved shall be a comparison to that of the Idaho State Investment Pool.

## **REPORTING:**

The Treasurer shall provide such reports as may be required by law, resolution, ordinance, or as may be required by the Mayor, City Council, or City Administrator. In addition, the Treasurer shall provide such reports as may be reasonably requested by departments, boards, or commissions for which the Treasurer is investing funds.

## **INVESTMENT POLICY ADOPTION:**

The City of Coeur d' Alene's Investment Policy shall be adopted by resolution of the City Council. The City Treasurer shall review the policy annually. Any modifications made thereto must be approved by the City Council.

## **Staff Report**

### **Finance Department**

**Date:** December 15, 2015

**From:** Troy Tymesen, Finance Director, liaison to the City's Parking Commission

**Subject:** To review the On Street Parking Contract, the Coeur d' Alene Public Parking Lots Management Agreement, the Mooring Dock Agreement and the contract covering the McEuen Parking Facility and the 3<sup>rd</sup> Street boat launch.

**Decision Point:**

To approve the parking related contracts with any recommendations.

**History:**

Diamond Parking, Inc. was selected as the most responsive entity, after an RFP (Request for Proposal) by a subcommittee of the City's Parking Commission. The City has contracted with Diamond Parking, Inc., for parking services since 1992. In September of 2002 the City did a request for proposals (RFP) and Diamond Parking submitted the only proposal. The proposal included a three year contract with two additional three year renewals.

**Financial Analysis:**

A new contract has been added to the other three contracts that have been used in the past. The new contract is a management contract for the McEuen Parking Facility. The public funds used in the construction of the facility necessitate specific contract features. The revenue from the contracts goes to the Public Parking enterprise fund. The McEuen Parking Facility generated \$238k this past fiscal year. The year before, during some construction, the revenue was \$116k.

**Decision Point:**

To approve the parking related contracts with any recommendations.





RESOLUTION NO. 15-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AGREEMENTS FOR MOORING DOCK; PUBLIC PARKING LOT MANAGEMENT FOR THE MCEUEN PARKING FACILITY AND 3<sup>RD</sup> STREET BOAT LAUNCH; PUBLIC PARKING LOTS MANAGEMENT; AND ON-STREET PARKING WITH DIAMOND PARKING, INC. WHOSE ADDRESS IS 605 FIRST AVENUE, SUITE 600, SEATTLE, WA. 98104-2224.

WHEREAS, the Finance Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into the above described parking related agreements with Diamond Parking, Inc., pursuant to terms and conditions set forth in said agreements, a copy of which agreements are attached hereto as Exhibits "1-4" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the above described parking related agreements with Diamond Parking, Inc., in substantially the forms attached hereto as Exhibits "1-4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 15<sup>th</sup> day of December, 2015.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

## MOORING DOCK AGREEMENT

THIS AGREEMENT, made and dated this 15<sup>th</sup> day of December, 2015 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, or its assignee, hereinafter referred to as the "City" and **Diamond Parking, Inc.**, a Washington corporation, with its principal place of business at 605 First Avenue, Suite 600, Seattle, Washington 98104-2224, hereinafter referred to as the "Parking Administrator."

W I T N E S S E T H:

WHEREAS, the City owns several mooring docks; and

WHEREAS, the City has determined that mooring fees should be charged at certain docks in order to provide for maintenance of said docks; and

WHEREAS, the Parking Administrator has the expertise in managing mooring docks; and

WHEREAS, the parties are in agreement that the Parking Administrator should manage various specified mooring docks in the City; NOW, THEREFORE,

THE PARTIES hereby agree as follows:

1. Location: That the Parking Administrator shall be responsible for management services at the Third Street Mooring Docks, the docks in the boat launch area, and the First Street Dock.

A pictorial description of said mooring docks is attached as Exhibit "A" and incorporated herein by this reference. Additional mooring docks may be added, at which time said docks are added to the operational plan.

2. Term: The term of this agreement shall be from December 15th, 2015 to December 14th, 2018. There will be two (2) additional three (3) year extensions of the contract upon mutual agreement of both parties.

3. Time is of the Essence: The Parking Administrator further agrees to have the docks staffed by December 15<sup>th</sup>, 2015 and remain operational and staffed in accordance with Section 6 below during the term of this agreement. The Parking Administrator recognizes that time is of the essence to this agreement and the City and other beneficiaries of this agreement will suffer financial loss from any delays in implementing this agreement. The City and the Parking Administrator also recognize the delays, expense, and difficulties involved in proving a legal determination of the actual loss suffered by the City if the docks are not staffed and at all times during the term of this agreement. Accordingly, instead of requiring any such proof, the City and the Parking Administrator agree that as liquidated damages for delay, but not as a penalty, the Parking Administrator shall pay to the City Three Hundred Dollars (\$300.00) for

each calendar day after December 15<sup>th</sup>, 2015, during the term of this agreement when the docks are not staffed.

4. Attendant Attire: The Parking Administrator agrees that it shall train its employees to conduct themselves in a friendly manner, and will require said employees at all times while on duty to wear uniforms that have been approved by the City.

5. Attendant Standards: The Parking Administrator agrees that should any of its employees fail to conduct themselves in a friendly manner or fail to maintain or wear appropriate uniforms, the Parking Administrator shall immediately upon notice by the City remove such employees from its service on City mooring docks.

6. Adequate Staffing: The Parking Administrator agrees it shall maintain sufficient staffing to handle mooring dock fee collection, and deal with complaints of the public.

7. Complaints: The Parking Administrator will maintain a Coeur d'Alene telephone number within the city of Coeur d'Alene with adequate staff to respond to complaints in a prompt, courteous manner. The local telephone number, (208) 667-0965, will be listed with the local telephone company under the firm name of the Parking Administrator. Complaints will be handled within twenty-four (24) hours, with records maintained for City review. All complaints will be handled to the City's reasonable satisfaction.

8. Financial Records: The Parking Administrator shall keep true and auditable records and receipts, including ticket numbers for the docks, recorded on a daily basis, from its use and management of the premises under this agreement.

9. Daily Financial Reports: The Parking Administrator agrees that said daily financial reports shall include dollar amounts of fees collected from the mooring dock.

10. Forwarding Reports: The Parking Administrator agrees that the daily mooring dock reports shall be submitted along with daily financial reports to the City for review.

11. Records Available to the City: The City's representative shall have the right to inspect and audit, at reasonable times and in a reasonable manner, all pertinent records and receipts of the Parking Administrator and to make copies thereof.

12. Record Maintenance: The Parking Administrator shall, for at least two (2) years, maintain suitable records for determination of monthly rental fees paid to the City. Such records shall include the consecutive ticket number issued to patrons, copies of original documents showing ticket numbers issued and the associated fees collected.

13. Mooring Dock Fees:

A. Parties agree that as long as the City has a watercraft mooring fee that the Parking Administrator shall collect a watercraft mooring fee, as per the approved fee

schedule. The fee shall be for Third Street moorage docks. No mooring shall be allowed along the seawall at the boat launch.

B. The Parking Administrator will also monitor boat moorage and prohibit commercial use of the docks. Additionally, no alcoholic beverages, open flames, barbeques or smoking shall be allowed on any of the docks. The Administrator shall immediately contact the City Police or City Personnel to report violations.

14. Litter Cleanup: The Parking Administrator shall, during the course of this agreement, maintain the mooring docks in a sanitary fashion with all litter and other debris collected and disposed daily.

15. Signage: Only signage necessary for the operation of the docks will be allowed. The Parking Administrator agrees that any signing on the premises shall be in a form acceptable to the City and shall comply with the City's sign ordinance.

16. Compliance With Laws: The Parking Administrator agrees that it shall comply with all relevant federal, state, and local laws and regulations.

17. Hold Harmless: The Parking Administrator acknowledges that it acts as an independent contractor and not as an agent or employee of the City, and the Parking Administrator agrees to indemnify and hold harmless the City for any loss, claim, or other action to which the City is put or may be put by reason of any act or omission of the Parking Administrator its agents or employees, or third parties in any manner arising or growing out of this agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees.

18. Insurance: The Parking Administrator shall at all times during the term of this agreement, at the Parking Administrator's own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as the result of any one occurrence regardless of the number of persons injured or number of claimants from whatever cause.

19. Workmen's Compensation and Unemployment Security: The Parking Administrator agrees, during the term of this agreement, to maintain Workmen's Compensation coverage on all of Parking Administrator's employees, and agrees to comply with all employment security laws.

20. Certificate of Insurance: The Parking Administrator shall provide certificates of insurance as proof of the insurance requirements of this agreement, said certificates shall be in a form acceptable to the City, and said certificates shall state they shall not be canceled without thirty (30) days' actual written notice to the City Clerk.

21. Performance Bond: The Parking Administrator agrees that it shall post a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure Parking Administrator's performance of the

provisions of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

22. Payment Bond: The Parking Administrator agrees to post a labor and materialmen's bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure payment for labor and materials which may be required as part of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

23. Employee Bonding: The Parking Administrator shall maintain employee honesty bonding in the amount of at least Two Thousand Dollars (\$2,000.00) applicable to each of the Parking Administrator's employees responsible for collecting and handling parking fees. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

24. Management Plan Alterations: The parties agree that the City reserves the right to make minor alterations to the operational plan of the Parking Administrator as needed.

25. Consideration: Parties agree that Diamond shall be paid One Thousand Five Hundred dollars (\$1,200.00) per calendar year or \$100.00 per month for the management of the mooring docks. The Parking Administrator will collect the mooring fees.

26. Taxes: The Parking Administrator is responsible for the payment of any applicable taxes caused by its management agreement. In the event Parking Administrator is exempt from taxation, the burden shall be upon Parking Administrator to show that it falls within a legal exemption.

27. Unlawful Activity Prohibited: The Parking Administrator shall not use nor occupy the premises nor permit the use or occupancy of the premises contrary to any federal, state, or local law, rule or regulation, or in any manner which would cause a public nuisance or waste to the premises.

28. Notices: Any notice under this agreement, except notice required under Section 5 above shall be in writing and either personally served or sent by placing such written notice in the United States Mail, addressed to the Parking Administrator or the City Clerk at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

A. The address of the Parking Administrator shall be:  
715 W. 2<sup>nd</sup> Avenue, Spokane, Washington, 99201, and  
605 First Avenue, Suite 600, Seattle, Washington, 98104-2224.

B. The address of the City Clerk shall be:  
710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958

29. Unauthorized Moorage: The Parking Administrator shall enforce violation of City boat mooring ordinances, which ordinances are codified in the Coeur d'Alene Municipal Code and are by this reference incorporated herein. The parties agree that if the moorage violation charges are not paid within a six (6) month period, the Parking Administrator may notify the City Police Department or turn the citations over to the City Attorney's Office for review and to determine whether a complaint should be filed. It is further agreed that Parking Administrator will cooperate, at no cost to the City, with the Police Department and City Attorney's Office in the investigation and/or prosecution of any such complaints.

30. Venue: This agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation to enforce this agreement or any of the provisions contained therein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.

31. Conflict of Interest: No officer or employee of the City having the power or the duty to perform any official act or action related to this agreement shall have or acquire any interest in this agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

32. Assignment: This agreement shall not be assigned without prior written approval of the City, however the City may assign the City's duties and responsibilities or any portion thereof to such parties as the City in its sole discretion decides shall be assigned City's rights, duties and responsibilities.

33. Termination for Cause: In the event the Parking Administrator fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this agreement, at its option, and may enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Parking Administrator agrees to pay all expenses, including a reasonable attorney's fee in any suit or action brought by the City. Provided, however, that before declaring such default, the City shall notify the Parking Administrator in writing of the particulars in which it deems the Parking Administrator to be in default, and the Parking Administrator shall have seven (7) business days from the time such written notice has been placed in the United States Mail addressed to the Parking Administrator at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, which may be made upon the Parking Administrators, agents, or employees at the above noted address the Parking Administrator shall have five (5) days from the time of such service to remedy the default.

34. Termination for Convenience of the Parties: The parties reserve the right to terminate this agreement for the convenience of either party. In such event that Diamond Parking wishes to terminate this agreement, Diamond Parking shall give the City sixty (60) days notice of its intent to terminate. In such event that the City wishes to terminate this agreement, the City shall give Diamond Parking thirty (30) days notice of its intent to terminate.



35. Collection: Parking Administrator agrees to be responsible for the collection of all charges for violations of the on-street parking and public parking provisions of the Municipal Code. The City shall notify the Parking Administrator daily of any payments for parking violation charges received by the City. Any payments for parking violation charges collected by City personnel shall be retained in their entirety by the City up to fourteen (14) days after issuance of violations. The Parking Administrator shall remit all charges collected during the month by Parking Administrator by the 10th day of each month following. Parking Administrator further agrees not to attempt to collect a parking violation charge for a parking ticket issued more than nine (9) months before the effort to collect commences, and all efforts to collect any unpaid parking violation charge shall cease twelve (12) months from the date of issuance of the parking ticket.

36. Catastrophic Event: In the event of an unforeseen catastrophic event, such as a flood or other natural event, Parking Administrator shall have a right to negotiate with City concerning the events impact on Parking Administrators revenues.

37. No Discrimination: In the performance of this agreement, the Parking Administrator shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

38. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

39. Entire Agreement: This agreement with exhibits herein, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

40. Third Street Mooring Dock Fees: Payment of the City share of boat launch fees shall be paid by Parking Administrator to the City quarterly beginning January 1, 2016, and each quarter thereafter.

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 Corporation has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

DIAMOND PARKING, INC., A  
WASHINGTON CORPORATION,

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

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

ATTEST:

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

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

[illegible]

On this 15<sup>th</sup> day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

\*\*\*\*\*

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary, respectively, of **Diamond Parking, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

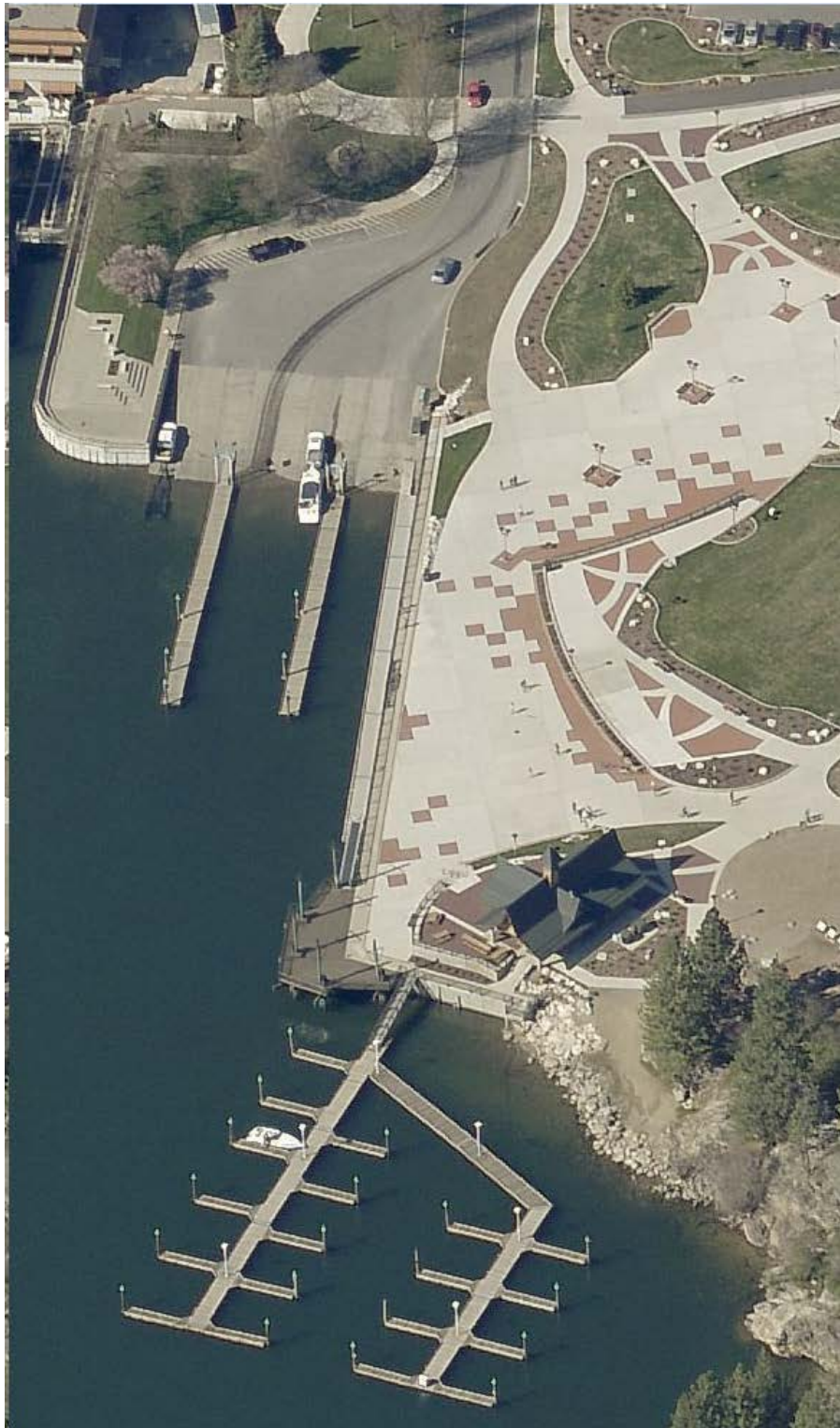
Notary Public for  
Residing at  
My Commission expires:



# 3rd Street Boat Launch - 2015 Oblique magery

RESOLUTION NO. 15-067

EXHIBIT "1-A"





**PUBLIC PARKING LOT MANAGEMENT AGREEMENT  
FOR THE MCEUEN PARKING FACILITY AND 3<sup>RD</sup> STREET BOAT LAUNCH**

THIS AGREEMENT, made and dated this 15<sup>th</sup> day of December, 2015 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, or its assignee, hereinafter referred to as the "City," or "Assignee" and **Diamond Parking, Inc.**, a Washington corporation, with its principal place of business at 605 First Avenue, Suite 600 Seattle, Washington 98104-2224, hereinafter referred to as the "Parking Administrator,"

W I T N E S S E T H:

WHEREAS, the City owns the parcel of land commonly known as McEuen Park upon which there is a public parking lot and structure to be operated as a public parking facility; and

WHEREAS, the City has determined that parking fees should be charged at certain lots in order to provide for maintenance of said lots; and

WHEREAS, the Parking Administrator has the expertise in managing parking lots; and

WHEREAS, the parties are in agreement that the Parking Administrator should manage various specified public parking lots in the City; NOW, THEREFORE,

THE PARTIES hereby agree as follows:

1. Location: That the Parking Administrator shall be responsible for lot preparation and management services at the McEuen Parking Facility and the 3<sup>rd</sup> St boat launch.

A pictorial description of said parking facility and launch is attached as Exhibit "A" and incorporated herein by this reference.

2. Term: Except as provided in Sections 47 and 48 below, the term of this agreement shall be from December 15, 2015 to December 14, 2018. There will be two (2) additional three (3) year extensions of the contract upon mutual agreement of both parties.

3. Time is of the Essence: The Parking Administrator further agrees to have the lots staffed and operational by December 15, 2015, and remain operational and staffed in accordance with Section 7 below during the term of this agreement. The Parking Administrator recognizes that time is of the essence to this agreement and the City and other beneficiaries of this agreement will suffer financial loss from any delays in implementing this agreement. The City and the Parking Administrator also recognize the delays, expense, and difficulties involved in proving a legal determination of the actual loss suffered by the City if the parking lots are not staffed and operational on time and at all times during the term of this agreement.

4. Improvements: The Parking Administrator agrees that no improvements are to be made without prior written approval of the City.

5. Attendant Attire: The Parking Administrator agrees that it shall train its employees to conduct themselves in a friendly manner, and will require said employees at all times while on duty to wear uniforms that have been approved by the City.

6. Attendant Standards: The Parking Administrator agrees that all of its employees will be ambassadors for the City, their personal appearance enhanced by clean, attractive uniforms and a spirit of friendly service. The City retains the right to remove any worker not in compliance with these guidelines. The Parking Administrator further agrees that should any of its employees fail to conduct themselves in a friendly manner or fail to maintain or wear appropriate uniforms, the Parking Administrator shall immediately upon notice by the City remove such employees from its service at this City parking lot.

7. Adequate Staffing: The Parking Administrator agrees it shall maintain sufficient staffing to handle parking, traffic flow, fee collection, and deal with complaints of the public. The Parking Administrator will operate the lots twenty-four (24) hours per day, with strict attention to the demands of the motorists who will occupy the lots.

8. Complaints: The Parking Administrator will maintain a Coeur d'Alene telephone number, (208) 667-0965 within the city of Coeur d'Alene with adequate staff to respond to concerns in a prompt, courteous manner. The local telephone number will be listed with the local telephone company under the firm name of the Parking Administrator. Concerns will be handled within twenty-four (24) hours, with records maintained for City review. All concerns will be handled to the City's reasonable satisfaction.

9. Financial Records: The Parking Administrator shall keep true and auditable records and receipts, including ticket numbers for this lot, recorded on a daily basis, from its use and management of the premises under this agreement.

10. Daily Financial Reports: The Parking Administrator agrees that upon request, daily financial reports shall include dollar amounts collected from this lot in three categories, those categories being hourly parkers, monthly parkers, and overnight parkers.

11. Forwarding Reports: The Parking Administrator agrees that the daily parking reports shall be submitted upon request along with daily financial reports to the City for review.

12. Records Available to the City: The City's representative shall have the right to inspect and audit, at reasonable times and in a reasonable manner, all pertinent records and receipts of the Parking Administrator and to make copies thereof.

13. Record Maintenance: The Parking Administrator shall, for at least two (2) years, maintain suitable records for determination of monthly rental fees paid to the City. Such records shall include the consecutive ticket number issued to patrons, copies of original documents showing ticket numbers issued and the associated fees collected.

14. Large Vehicle Access: The Parking Administrator agrees that at all times large vehicles such as those used in launching boats, including tall masted sail boats, must have access to the 3<sup>rd</sup>.Street boat ramp via the 3<sup>rd</sup> Street entrance. Except for emergencies declared by the Mayor, cranes will not be allowed in the launch area for the purpose of launching boats or equipment.

15. Height and Width Barriers Prohibited: The Parking Administrator agrees that it shall in no way construct any barrier that will restrict the height and width of any vehicle that may be authorized to enter the aforementioned public parking lot.

16. Traffic Flow: The Parking Administrator shall take such steps as are reasonably necessary to assure that traffic flow into and out of the parking lot is not impeded nor in any manner hazardous or dangerous to the public or parkers.

17. Special Access: The Parking Administrator agrees that the City and authorized governmental agencies shall retain authority to enter the McEuen Parking Facility and the 3<sup>rd</sup> Street boat launch at any and all times to perform any inspection of facilities, maintenance, management, police, emergency service operations, or any other governmental or City business. Any City vehicle or governmental agency vehicle entering a lot subject to this agreement shall not be required to pay a parking fee. In addition, all emergency vehicles shall be allowed to enter at all times without charge. This includes but is not limited to Kootenai County Sheriff's marine deputies, paramedics, and waterways department personnel.

18. The McEuen Parking area: The Parking Administrator shall allow trailers, including boat trailers, recreational vehicles (RV's), or oversized vehicles to park in the McEuen Park parking area if sufficient space is available. The designated double spaces located in the parking area are to be used by vehicles with boat trailers only from Memorial Day to Labor Day. At no time during those days shall the Parking Administrator allow single vehicles, or those towing travel trailers, etc. to use a double space. Vehicles parking in the McEuen parking area, in the oversize spaces, shall be charged for one space so long as only one (1) space is used. In the event that more than one space is occupied, the Parking Administrator shall charge for each space occupied at the fee specified by the approved parking fee schedule.

19. Vending Prohibited: The Parking Administrator agrees that it shall not be allowed to operate any other vending facility other than management of the aforementioned parking lot unless the parties agree in writing.

20. Maintenance of Parking Lot: The Parking Administrator shall, at all times during the course of this agreement and at Parking Administrator's expense maintain the cleanliness of the parking lot and minor maintenance which includes: 1) pay boxes at the boat launch; 2) ticket machines and pay station maintenance, including lubrication, monthly inspection and internal mechanisms; and; 3) operational signage.

Any and all damage, injury, or unsightly conditions (including that caused by lack of proper maintenance) done to the parking lots shall be immediately repaired and reconstructed to the satisfaction of the City. It is understood that cost of repairs above one-hundred dollars (\$100) on City owned equipment and property will be borne by the City. However, Parking Administrator shall make no repair or maintenance on City-owned equipment, including asphalt, or property that will result in cost to the City without prior written permission of the City. I.e. City owned equipment will be repaired and maintained. If damage exceeds one-hundred dollars (\$100) to repair, written permission is required from the City; and snow accumulation in excess of three (3) inches will be at the City's expense.

21. Litter Cleanup: The Parking Administrator shall, at all times during the course of this agreement, maintain the parking lots in a sanitary fashion with all litter and other debris collected and disposed of daily.

22. Unsightly Conditions: The Parking Administrator agrees that any damage or unsightly conditions, including those caused by lack of proper maintenance, shall be immediately repaired or reconstructed to the satisfaction of the City.

23. Signage: Only signage necessary for the operation of the lots will be allowed. For example the words "2 hour free parking," must be prominently displayed at the entrances to all lots, where appropriate, to amply convey the spirit of free parking, not paid parking. Any operational signs will be provided by the Manager, and must be in agreement with the City's sign ordinance. There will also be separate signage at the entrance to the boat moorage prominently displayed and also displayed on the docks themselves. The Parking Administrator agrees that any signing on the premises shall be in a form acceptable to the City and shall comply with the City's sign ordinance.

24. Compliance With Laws: The Parking Administrator agrees that it shall comply with all relevant federal, state, and local laws and regulations.

25. Hold Harmless: The Parking Administrator acknowledges that it acts as an independent contractor and not as an agent or employee of the City, and the Parking Administrator agrees to indemnify and hold harmless the City for any loss, claim, or other action to which the City is put or may be put by reason of any act or omission of the Parking Administrator its agents or employees, or third parties in any manner arising or growing out of this agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees.



26. Insurance: The Parking Administrator shall at all times during the term of this agreement, at the Parking Administrator's own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as the result of any one occurrence regardless of the number of persons injured or number of claimants from whatever cause.

27. Workmen's Compensation and Unemployment Security: The Parking Administrator agrees, during the term of this agreement, to maintain Workmen's Compensation coverage on all of Parking Administrator's employees, and agrees to comply with all employment security laws.

28. Certificate of Insurance: The Parking Administrator shall provide certificates of insurance as proof of the insurance requirements of this agreement, said certificates shall be in a form acceptable to the City, and said certificates shall state they shall not be canceled without thirty (30) day's actual written notice to the City Clerk.

29. Monthly Parking Permits: The Parking Administrator shall issue up to four hundred (400) spaces on a monthly basis at the rate approved by City Council or its designee, so long as the demand for the permits exists:

A. Up to three hundred (300) permits may be issued (limit one per customer), with a priority given to downtown employees of the Business Improvement District (B.I.D.). The permits will be for any five (5) day period in a seven (7) day workweek.

B. Up to one hundred (100) permits (limit one per customer) may be issued for unlimited parking seven days per week.

C. Should the demand for either category of permit be less than stated above, the number of permits in the other category may be higher than stated, as long as the total number of permit does not exceed four hundred (400).

D. Permit spaces may be used by the Permittee on an "as available basis" in the McEuen parking structure. The Parking Administrator will be responsible for providing a transferable decal for display by the permittee.

30. Billings for Monthly Parking Permits: The Parking Administrator will be responsible for the selection, billing, and collection of all monthly charges for the monthly parking permits. All permits must be purchased by the tenth (10th) day of the permitted month. Permits will not be pro-rated based on the date of purchase.

31. Overnight Parking Fee: The parties agree that the parking fee charged for overnight parking shall be set as per the parking fee schedule and that the fee is per space per

twenty-four (24) hour period. Overnight parking shall constitute continuous parking between the hours of 11:00 p.m. and 6:00 a.m.

32. Other Parking Fees: Except as set forth in paragraph 31 entitled Overnight Parking Fee, the parties agree that the fees are subject to change and per the approved parking fee schedule.

33. Third Street Dock Watercraft Launching Fees:

A. Watercraft Launching Fees: The parties agree that as long as the City has a watercraft launching fee that the Parking Administrator shall collect a watercraft launching fee for Idaho State residents as per the approved parking fee schedule and for out-of-state residents as per the approved parking fee schedule. In addition, Parking Administrator shall sell annual season passes, as per the parking fee schedule, for Idaho State residents and for annual season passes for out-of state residents.

B. Residency shall be determined by the towing vehicle's license plate or boat registration information.

C. Payment to Parking Administrator for Collecting Launch Fees: The parties further agree that the Parking Administrator shall receive One Dollar (\$1.00) per launch fee collected and that the fee should be assessed to the towing vehicle. In the collection of annual season passes, Parking Administrator shall receive Ten Dollars (\$10) for all annual passes issued.

D. Payment of the City's share of boat launch fees shall be in addition to consideration in Section 39 , and shall be paid quarterly beginning January 2016 and each quarter thereafter.

34. Validation: The parties agree that parking validations may be used upon such conditions as the Parking Administrator and the City may subsequently agree in writing.

35. Performance Bond: The Parking Administrator agrees that it shall post a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure Parking Administrator's performance of the provisions of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

36. Payment Bond: The Parking Administrator agrees to post a labor and material men's bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure payment for labor and materials which may be required as part of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

37. Employee Bonding: The Parking Administrator shall maintain employee honesty bonding in the amount of at least Two Thousand Dollars (\$2,000.00) applicable to each of the Parking Administrator's employees responsible for collecting and handling parking fees. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

38. Management Plan Alterations: The parties agree to the following:

A. The City reserves the right to make minor alterations to the operational plan of the Parking Administrator as needed.

B. Additionally the parties agree the parking lots may be used as termination points for parades in Coeur d'Alene with no compensation to the Parking Administrator.

C. The City may place a kiosk for information purposes in the McEuen Parking structure.

D. No other changes to this agreement or the methods of operation set forth herein shall be allowed without prior written consent of the City.

39. Consideration: The Parking Administrator is to receive a fixed monthly management fee of four hundred ninety five (\$495) per month and reimbursement of all cost associated with operating the parking and launch facilities each month. It is anticipated that the operating expense, not including the management fee will not exceed seventy-two thousand and three hundred ninety six (\$72,396) in year one and that the gross income will be \$310,000. The fixed management fee will adjust annually in August by the Consumer Price Index, West Region (CPI) or three and a half percent (3.5%) whichever is greater. The payment is to be made on a monthly basis.

40. Taxes: The Parking Administrator is responsible for the payment of any applicable taxes caused by its management agreement. In the event Parking Administrator is exempt from taxation, the burden shall be upon Parking Administrator to show that it falls within a legal exemption.

41. Unlawful Activity Prohibited: The Parking Administrator shall not use nor occupy the premises nor permit the use or occupancy of the premises contrary to any federal, state, or local law, rule or regulation, or in any manner which would cause a public nuisance or waste to the premises.

42. Unauthorized Parking: The Parking Administrator shall immediately notify the City Police Department of any violation of City parking ordinances, which ordinances are codified in Chapter 4.15 of the Coeur d'Alene Municipal Code and are by this reference incorporated herein.

43. Notices: Any notice under this agreement, except notice required under Sections 7 above shall be in writing and either personally served or sent by placing such written notice in the United States Mail, addressed to the Parking Administrator or the City Clerk at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

- A. The address of the Parking Administrator shall be:  
715 W 2<sup>nd</sup> Avenue, Spokane, Washington, 99201; and  
605 1<sup>st</sup> Avenue, Suite 600 Seattle, Washington, 98104-2224.
- B. The address of the City Clerk shall be:  
710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958

44. Venue: This agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation to enforce this agreement or any of the provisions contained therein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and the court may set expenses as.

45. Conflict of Interest: No officer or employee of the City having the power or the duty to perform any official act or action related to this agreement shall have or acquire any interest in this agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

46. Assignment: This agreement shall not be assigned without prior written approval of the City, however the City may assign the City's duties and responsibilities or any portion thereof to such parties as the City in its sole discretion decides shall be assigned City's rights, duties and responsibilities.

47. Termination for Cause: In the event the Parking Administrator fails, neglects, or refuses to perform any covenant or condition herein required, the City, at its option, may enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Parking Administrator agrees to pay all expenses, including a reasonable attorney's fee in any suit or action brought by the City. Provided, however, that before declaring such default, the City shall notify the Parking Administrator in writing of the particulars in which it deems the Parking Administrator to be in default, and the Parking Administrator shall have seven (7) business days from the time such written notice has been placed in the United States Mail addressed to the Parking Administrator at the address

hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, which may be made upon the Parking Administrators, agents, or employees at the above noted address the Parking Administrator shall have five (5) days from the time of such service to remedy the default.

48. Termination for Convenience of the Parties: The parties reserve the right to terminate this agreement for the convenience of either party. In such event that Parking Administrator Parking wishes to terminate this agreement, Parking Administrator Parking shall give the City sixty (60) days notice of its intent to terminate. In such event that the City wishes to terminate this agreement, the City shall give Parking Administrator Parking thirty (30) days notice of its intent to terminate.

49. Collection: Parking Administrator agrees to be responsible for the collection of all charges for violations of the on-street parking and public parking provisions of the Municipal Code. The City shall notify the Parking Administrator daily of any payments for parking violation charges received by the City. Any payments for parking violation charges collected by City personnel shall be retained in their entirety by the City up to fourteen (14) days after issuance of violations. The Parking Administrator shall remit all charges collected during the month by Parking Administrator by the 10th day of each month following. Parking Administrator further agrees not to attempt to collect a parking violation charge for a parking ticket issued more than nine (9) months before the effort to collect commences, and all efforts to collect any unpaid parking violation charge shall cease twelve (12) months from the date of issuance of the parking ticket.

50. Catastrophic Event: In the event of an unforeseen catastrophic event, such as a flood or other natural event, City shall have a right to negotiate with Parking Administrator concerning the event's impact on revenues and the need for Parking Administrator's management.

51. No Discrimination: In the performance of this agreement, the Parking Administrator shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

52. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

53. Entire Agreement: This agreement with exhibits herein, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

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 Corporation has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

DIAMOND PARKING, INC., A  
WASHINGTON CORPORATION,

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

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

ATTEST:

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

\*\*\*\*\*

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary, respectively, of **Diamond Parking, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for  
Residing at  
My Commission expires:

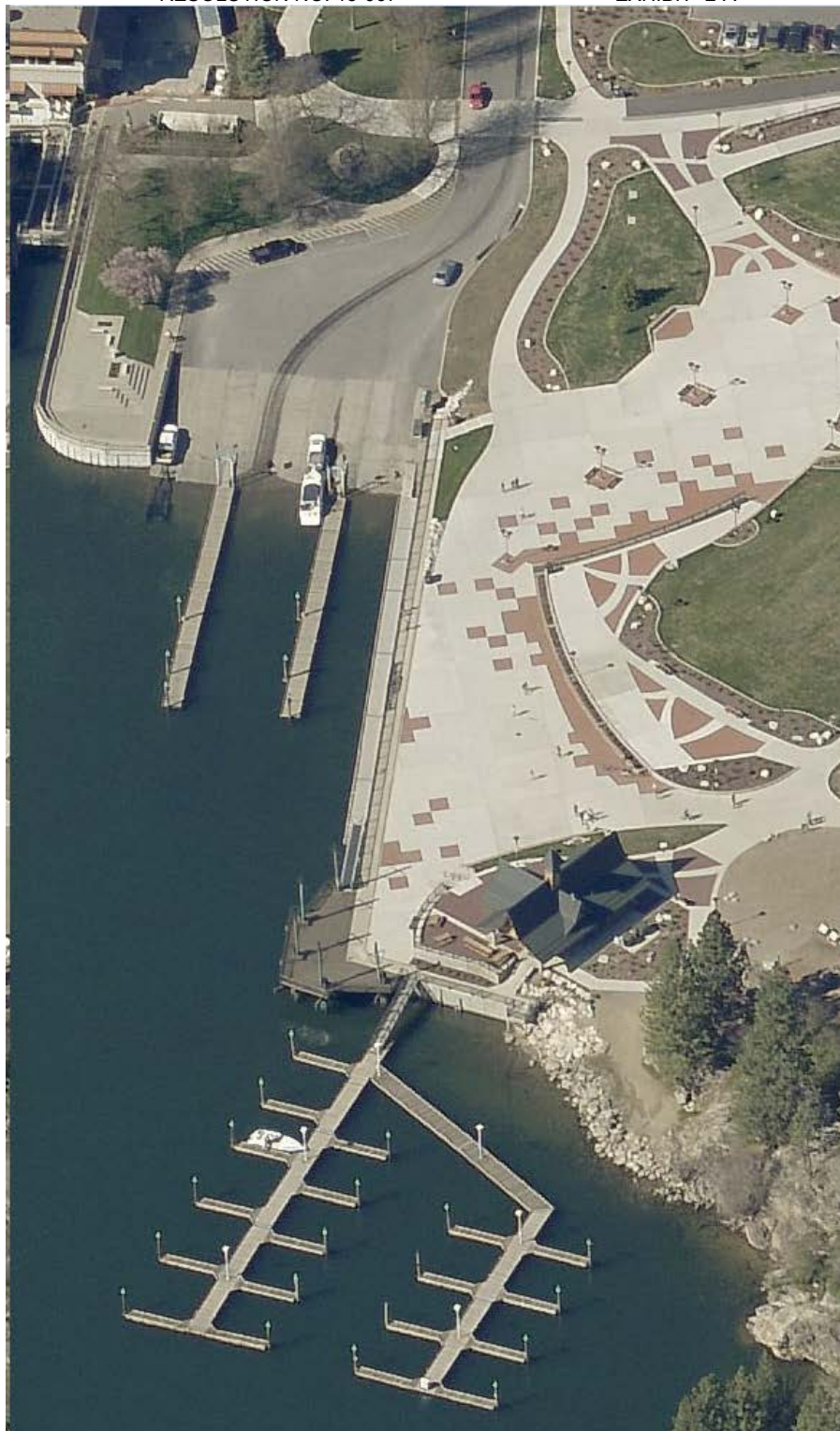




# 3rd Street Boat Launch - 2015 Oblique magery

RESOLUTION NO. 15-067

EXHIBIT "2-A"



## PUBLIC PARKING LOTS MANAGEMENT AGREEMENT

THIS AGREEMENT, made and dated this 15<sup>th</sup> day of December, 2015 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, or its assignee, hereinafter referred to as the "City," or "Assignee" and **Diamond Parking, Inc.**, a Washington corporation, with its principal place of business at 605 First Avenue, Suite 600 Seattle, Washington 98104-2224, hereinafter referred to as the "Parking Administrator,"

### WITNESSETH:

WHEREAS, the City owns several parcels of land upon which public parking lots are operated; and

WHEREAS, the City has determined that parking fees should be charged at certain lots in order to provide for maintenance of said lots; and

WHEREAS, the Parking Administrator has the expertise in managing parking lots; and

WHEREAS, the parties are in agreement that the Parking Administrator should manage various specified public parking lots in the City; NOW, THEREFORE,

THE PARTIES hereby agree as follows:

1. Location: That the Parking Administrator shall be responsible for lot preparation and management services at the following five public parking lots within the City, which lots are more particularly described in Coeur d'Alene Municipal Code Chapter 4.15:

- A. The Independence Point Parking Lot.
- B. The Museum Parking Lot.
- C. The Memorial Field Parking Lot.
- D. The Fourth Street and Coeur d'Alene Avenue Parking Lot.
- E. The City Library Parking Lot.

A pictorial description of said parking lots is attached as Exhibit "A" and incorporated herein by this reference. Additional lots may be added.

2. Term: Except as provided in Sections 48 and 49 below, the term of this agreement shall be from December 15<sup>th</sup>, 2015, to December 14<sup>th</sup>, 2018. There will be two (2) additional three (3) year extensions of the contract upon mutual agreement of both parties.

3. Time is of the Essence: The Parking Administrator further agrees to have the lots staffed and operational by December 15<sup>th</sup>, 2015, and remain operational and staffed in

accordance with Section 7 below during the term of this agreement. The Parking Administrator recognizes that time is of the essence to this agreement and the City and other beneficiaries of this agreement will suffer financial loss from any delays in implementing this agreement. The City and the Parking Administrator also recognize the delays, expense, and difficulties involved in proving a legal determination of the actual loss suffered by the City if the parking lots are not staffed and operational on time and at all times during the term of this agreement.

4. Improvements: The Parking Administrator agrees that no improvements are to be made without prior written approval of the City.

5. Attendant Attire: The Parking Administrator agrees that it shall train its employees to conduct themselves in a friendly manner, and will require said employees at all times while on duty to wear uniforms that have been approved by the City.

6. Attendant Standards: The Parking Administrator agrees that all of its employees will be ambassadors for the City, their personal appearance enhanced by clean, attractive uniforms and a spirit of friendly service. The City retains the right to remove any worker not in compliance with these guidelines. The Parking Administrator further agrees that should any of its employees fail to conduct themselves in a friendly manner or fail to maintain or wear appropriate uniforms, the Parking Administrator shall immediately upon notice by the City remove such employees from its service on City parking lots.

7. Adequate Staffing: The Parking Administrator agrees it shall maintain sufficient staffing to handle parking, traffic flow, fee collection, and deal with complaints of the public. The Parking Administrator will operate the lots twenty-four (24) hours per day, with strict attention to the demands of the motorists who will occupy the lots.

8. Complaints: The Parking Administrator will maintain a Coeur d'Alene telephone number, currently (208) 667-0965 as well as an email address with adequate staff to respond to complaints in a prompt, courteous manner. The local telephone number will be listed with the local telephone company under the firm name of the Parking Administrator. Complaints will be handled within twenty-four (24) hours, with records maintained for City review. All complaints will be handled to the City's reasonable satisfaction.

9. Financial Records: The Parking Administrator shall keep true and auditable records and receipts, including ticket numbers for each separate lot, recorded on a daily basis, from its use and management of the premises under this agreement.

10. Daily Financial Reports: The Parking Administrator agrees that upon request, daily financial reports shall include dollar amounts collected from each lot in three categories, those categories being hourly parkers, monthly parkers, and overnight parkers.

11. Forwarding Reports: The Parking Administrator agrees that the daily parking reports shall be submitted upon request along with daily financial reports to the City for review.

12. Records Available to the City: The City's representative shall have the right to inspect and audit, at reasonable times and in a reasonable manner, all pertinent records and receipts of the Parking Administrator and to make copies thereof.

13. Record Maintenance: The Parking Administrator shall, for at least two (2) years, maintain suitable records for determination of monthly rental fees paid to the City. Such records shall include the consecutive ticket number issued to patrons, copies of original documents showing ticket numbers issued and the associated fees collected.

14. Height and Width Barriers Prohibited: The Parking Administrator agrees that it shall in no way construct any barrier that will restrict the height and width of any vehicle that may be authorized to enter the aforementioned public parking lots.

15. Traffic Flow: The Parking Administrator shall take such steps as are reasonably necessary to assure that traffic flow into and out of the parking lots is not impeded nor in any manner hazardous or dangerous to the public or parkers.

16. Special Access: The Parking Administrator agrees that the City and authorized governmental agencies shall retain authority to enter on the properties at any and all times to perform any inspection of facilities, maintenance, management, police, emergency service operations, or any other governmental or City business. Any City vehicle or governmental agency vehicle entering a lot subject to this agreement shall not be required to pay a parking fee. In addition, all emergency vehicles shall be allowed to enter at all times without charge. This includes but is not limited to Kootenai County Sheriff's marine deputies, paramedics, and waterways department personnel.

17. Independence Point Parking Lot: The Parking Administrator shall ensure that no vehicle impedes traffic flow.

18. Museum Lot:

A. Oversized Vehicles: Except as set forth in this paragraph, the Parking Administrator shall not allow trailers, including boat trailers, recreational vehicles (RV's), or oversized vehicles to park in the Museum Parking Lot. Exception: The Parking Administrator shall allow recreational vehicles (RV's) to park in museum parking lot if the city designates parking spaces for recreational vehicles (RV's) use.

B. Special Events Reservation of Right: The City reserves the right, with twenty-four (24) hours notice to Parking Administrator, to set aside four (4) spaces (at no

charge) in the Museum Parking Lot for the purpose of providing parking for participants in special events and approved activities in the City Park.

C. Designated Parking Spaces: The Museum Parking Lot shall have five (5) reserved parking spaces on the southern side of the Museum Parking Lot. The City will designate use of all spaces, which may include R.V. parking.

D. Other Parking Needs: The parties agree that the City may choose to set aside all or a portion of the Museum Parking Lot for such purposes as the city deems necessary, for three days annually, during the term of this contract. In such event, the parties agree that the Parking Administrator shall be entitled to two (2) weeks notice of said event. This would not include any street closures by the Police Department.

19. Memorial Field Parking Lot: The Parking Administrator shall ensure that no vehicle impedes traffic flow.

20. 4th and Coeur d'Alene Lot: Parking is allowed by monthly permits. Parking Administrator will be responsible for the selection, billing, and collection of all monthly permit charges.

21. The Library Parking Lot: The Parking Administrator shall enforce the City ordinances for this lot.

22. Vending Prohibited: The Parking Administrator agrees that it shall not be allowed to operate any other vending facility other than management of the aforementioned parking lots unless the parties agree in writing.

23. Maintenance of Parking Lots: The Parking Administrator shall, at all times during the course of this agreement maintain the cleanliness of the parking lot and repair minor maintenance items which may include: 1) ticket machines and pay station maintenance; 2) Light bulbs, heaters; 3) monthly inspection of internal mechanisms; and; 4) Operational signage as well as pay boxes.

Any and all damage, injury, or unsightly conditions (including that caused by lack of proper maintenance) done to the parking lots shall be immediately repaired and reconstructed to the satisfaction of the City. It is understood that cost of repairs above one-hundred dollars (\$100) on City owned equipment and property will be borne by the City. However, Parking Administrator shall make no repair or maintenance on City-owned equipment, including asphalt, or property that will result in cost to the City without prior written permission of the City. I.e. City owned equipment will be repaired and maintained. If damage exceeds one-hundred dollars (\$100) to repair, written permission is required from the City; and snow accumulation in excess of three (3) inches will be at the City's expense.

24. Litter Cleanup: The Parking Administrator shall, at all times during the course of this agreement, maintain the parking lots in a sanitary fashion with all litter and other debris collected and disposed of daily.

25. Unightly Conditions: The Parking Administrator agrees that any damage or unsightly conditions, including those caused by lack of proper maintenance, shall be immediately repaired or reconstructed to the satisfaction of the City.

26. Signage: Only signing necessary for the operation of the lots will be allowed. The words "2 hour free parking," must be prominently displayed at the entrances to all lots, where appropriate, to amply convey the spirit of free parking, not paid parking. The one hour free parking lots will also be likewise signed. Any operational signs will be provided by the Manager, and must be in agreement with the City's sign ordinance. The Parking Administrator agrees that any signing on the premises shall be in a form acceptable to the City and shall comply with the City's sign ordinance.

27. Compliance With Laws: The Parking Administrator agrees that it shall comply with all relevant federal, state, and local laws and regulations.

28. Hold Harmless: The Parking Administrator acknowledges that it acts as an independent contractor and not as an agent or employee of the City, and the Parking Administrator agrees to indemnify and hold harmless the City for any loss, claim, or other action to which the City is put or may be put by reason of any act or omission of the Parking Administrator its agents or employees, or third parties in any manner arising or growing out of this agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees.

29. Insurance: The Parking Administrator shall at all times during the term of this agreement, at the Parking Administrator's own expense, maintain liability insurance naming the City as an additional insured in the amount of One million dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as the result of any one occurrence regardless of the number of persons injured or number of claimants from whatever cause.

30. Workmen's Compensation and Unemployment Security: The Parking Administrator agrees, during the term of this agreement, to maintain Workmen's Compensation coverage on all of Parking Administrator's employees, and agrees to comply with all employment security laws.

31. Certificate of Insurance: The Parking Administrator shall provide certificates of insurance as proof of the insurance requirements of this agreement, said certificates shall be in a form acceptable to the City, and said certificates shall state they shall not be canceled without thirty (30) day's actual written notice to the City Clerk.

32. Billings for Monthly Parking Permits: The Parking Administrator will be responsible for the selection, billing, and collection of all monthly charges for the monthly parking permits. All permits must be purchased by the tenth (10th) day of the permitted month. Permits will not be pro-rated based on the date of purchase.

33. Overnight Parking Fee: The parties agree that the parking fee charged for overnight parking shall be set as per the parking fee schedule and that the fee is per space per twenty-four (24) hour period. Overnight parking shall constitute continuous parking between the hours of 11:00 p.m. and 6:00 a.m.

34. Validation: The parties agree that parking validations may be used upon such conditions as the Parking Administrator and the City may subsequently agree in writing.

35. Performance Bond: The Parking Administrator agrees that it shall post a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure Parking Administrator's performance of the provisions of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

36. Payment Bond: The Parking Administrator agrees to post a labor and material men's bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure payment for labor and materials which may be required as part of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

37. Employee Bonding: The Parking Administrator shall maintain employee honesty bonding in the amount of at least Two Thousand Dollars (\$2,000.00) applicable to each of the Parking Administrator's employees responsible for collecting and handling parking fees. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

38. Management Plan Alterations: The parties agree to the following:

A. The City reserves the right to make minor alterations to the operational plan of the Parking Administrator as needed.

B. Additionally the parties agree the parking lots may be used as termination points for parades in Coeur d'Alene with no compensation to the Parking Administrator.

C. No other changes to this agreement or the methods of operation set forth herein shall be allowed without prior written consent of the City.

39. Independence Point Closing.

A. The Parties agree that the City may close the Independence Point parking lot for City activities at no cost to the City for no more than three (3) activities annually for a maximum of three (3) days per activity during the term of this agreement, upon prior notice to the Parking Administrator. This would not include any street closures by the Police Department.

B. The Parking Administrator may sell up to three (3) special packages at the Independence Point Lot, upon prior written approval of the City, to groups at a rate consistent with normal operations. When Parking Administrator sells special packages for the Independence Point Lot, Parking Administrator shall not allow parking except on the parking lot pavement. In such an event, third parties using the lot may be required by the City to post a performance bond to ensure compliance with the City's parking lot ordinance and to provide for damages to City property.

C. In the event a vehicle, during a special package event, parks anywhere except on the pavement in the Independence Point Parking Lot, Parking Administrator shall donate One Thousand Dollars (\$1,000.00) to the City's Park Capital Improvement Fund as well as pay any damages resulting from parking off the pavement. In addition to the three (3) days closure of the Independence Point Parking Lot as provided above for City activities, the Independence Point Parking Lot will be closed when the lot is used as a staging ground or finishing point for parades. Such closures shall be at no cost to the City.

40. Consideration: The Parking Administrator is to guarantee to the City of Coeur d'Alene \$90,000 annually, to be paid in 12 monthly payments. In addition, Diamond will pay to the City ninety-two (92%) of any gross revenue above one hundred sixty-five thousand (\$165,000) generated annually on the Museum Lot, Independence Point Parking Lot 4<sup>th</sup> and Coeur d'Alene lot and Memorial Field Parking lot. The payment is to be made on a monthly basis. Enforcement services at the Library parking lot shall be a flat one-hundred seventy-five (\$175.00) per month.

41. Taxes: The Parking Administrator is responsible for the payment of any applicable taxes caused by its management agreement. In the event Parking Administrator is exempt from taxation, the burden shall be upon Parking Administrator to show that it falls within a legal exemption.

42. Unlawful Activity Prohibited: The Parking Administrator shall not use nor occupy the premises nor permit the use or occupancy of the premises contrary to any federal, state, or local law, rule or regulation, or in any manner which would cause a public nuisance or waste to the premises.



43. Unauthorized Parking: The Parking Administrator shall immediately notify the City Police Department of any violation of City parking ordinances, which ordinances are codified in Municipal Code Section 4.15 of the Coeur d'Alene Municipal Code and are by this reference incorporated herein.

44. Notices: Any notice under this agreement, except notice required under Sections 7 above shall be in writing and either personally served or sent by placing such written notice in the United States Mail, addressed to the Parking Administrator or the City Clerk at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

- A. The address of the Parking Administrator shall be:  
715 W 2<sup>nd</sup> Avenue, Spokane, Washington, 99201; and  
605 1<sup>st</sup> Avenue, Suite 600 Seattle, Washington, 98104-2224.
- B. The address of the City Clerk shall be:  
710 Mullan Avenue, Coeur d'Alene, Idaho 83814- 3958

45. Venue: This agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation to enforce this agreement or any of the provisions contained therein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and the court may set expenses as.

46. Conflict of Interest: No officer or employee of the City having the power or the duty to perform any official act or action related to this agreement shall have or acquire any interest in this agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

47. Assignment: This agreement shall not be assigned without prior written approval of the City, however the City may assign the City's duties and responsibilities or any portion thereof to such parties as the City in its sole discretion decides shall be assigned City's rights, duties and responsibilities.

48. Termination for Cause: In the event the Parking Administrator fails, neglects, or refuses to perform any covenant or condition herein required, the City, at its option, may enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Parking Administrator agrees to pay all expenses, including a reasonable attorney's fee in any suit or action brought by the City. Provided, however, that before declaring such default, the City shall notify the Parking Administrator in writing of the particulars in which it deems the Parking Administrator to be in default, and the Parking Administrator shall have seven (7) business days from the time such written notice has been placed in the United States Mail addressed to the Parking Administrator at the address

hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, which may be made upon the Parking Administrators, agents, or employees at the above noted address the Parking Administrator shall have five (5) days from the time of such service to remedy the default.

49. Termination for Convenience of the Parties: The parties reserve the right to terminate this agreement for the convenience of either party. In such event that Parking Administrator Parking wishes to terminate this agreement, Parking Administrator Parking shall give the City sixty (60) days notice of its intent to terminate. In such event that the City wishes to terminate this agreement, the City shall give Parking Administrator Parking thirty (30) days notice of its intent to terminate.

50. Collection: Parking Administrator agrees to be responsible for the collection of all charges for violations of the on-street parking and public parking provisions of the Municipal Code. The City shall notify the Parking Administrator daily of any payments for parking violation charges received by the City. Any payments for parking violation charges collected by City personnel shall be retained in their entirety by the City up to fourteen (14) days after issuance of violations. The Parking Administrator shall remit all charges collected during the month by Parking Administrator by the 10th day of each month following. Parking Administrator further agrees not to attempt to collect a parking violation charge for a parking ticket issued more than nine (9) months before the effort to collect commences, and all efforts to collect any unpaid parking violation charge shall cease twelve (12) months from the date of issuance of the parking ticket.

51. Catastrophic Event: In the event of an unforeseen catastrophic event, such as a flood or other natural event, City shall have a right to negotiate with Parking Administrator concerning the event's impact on revenues and the need for Parking Administrator's management.

52. No Discrimination: In the performance of this agreement, the Parking Administrator shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

53. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

54. Entire Agreement: This agreement with exhibits herein, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

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 Corporation has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

DIAMOND PARKING, INC., A  
WASHINGTON CORPORATION,

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

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

ATTEST:

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

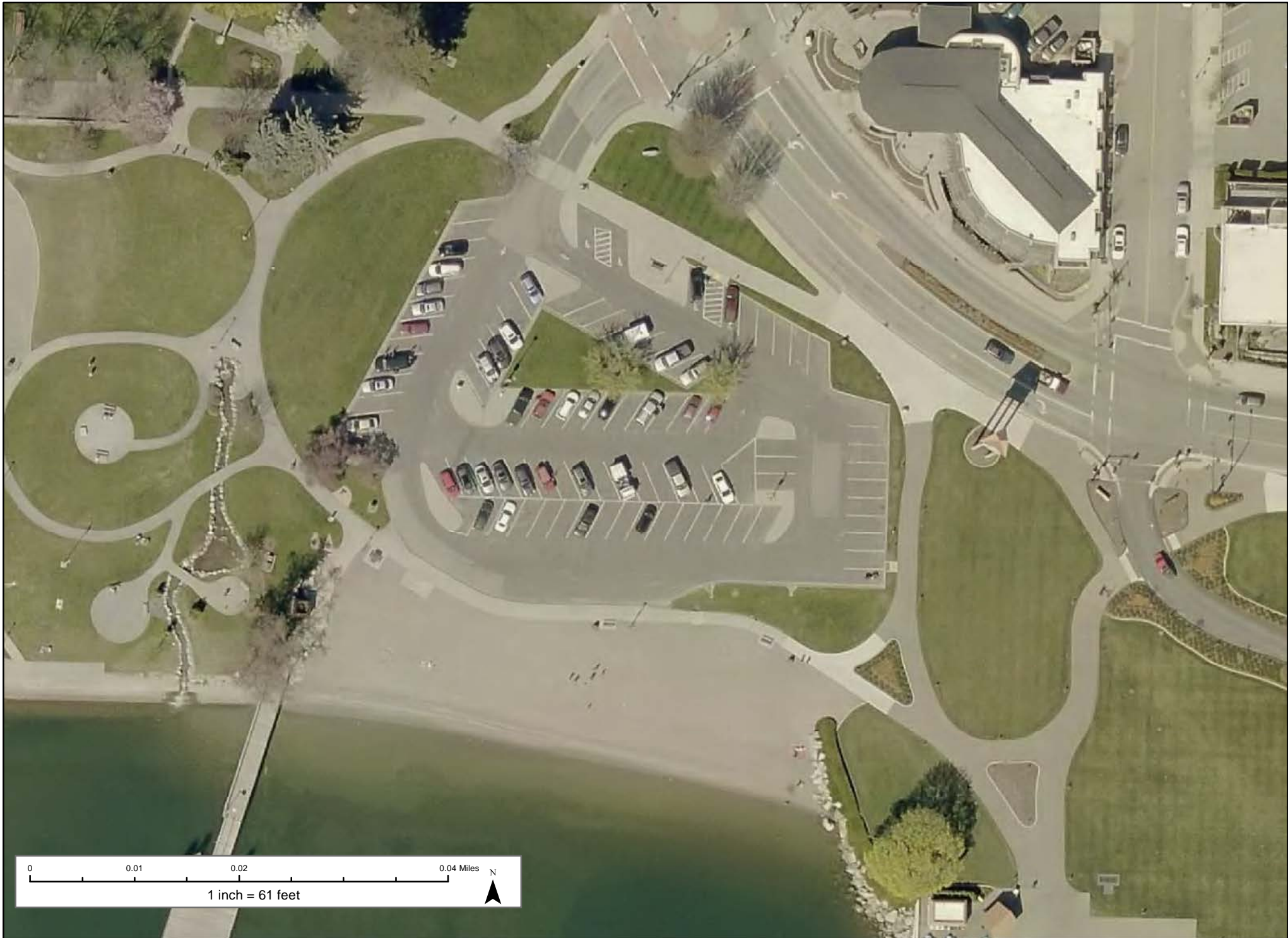
\*\*\*\*\*

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

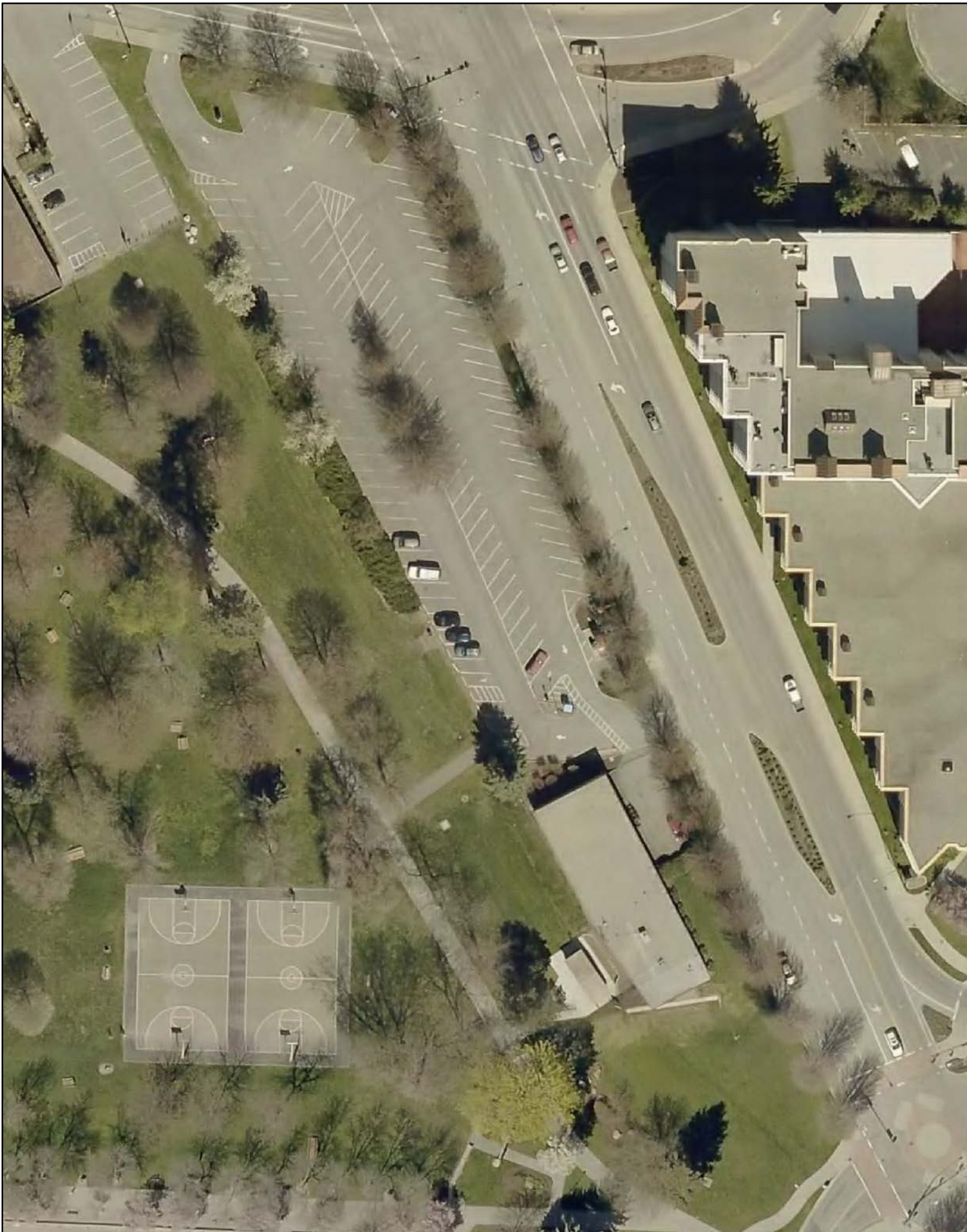
On this \_\_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary, respectively, of **Diamond Parking, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for  
Residing at  
My Commission expires:







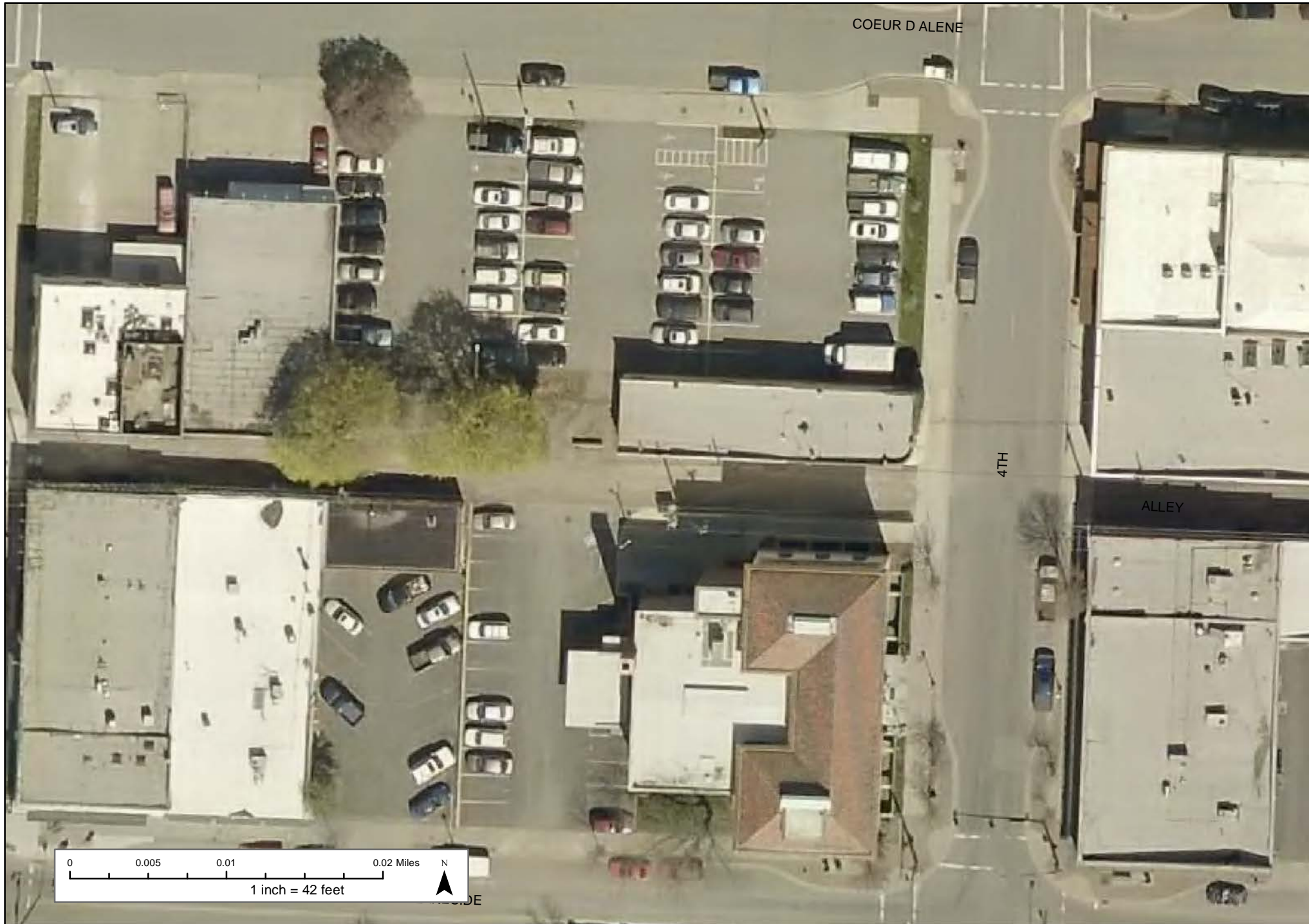


## Memorial Field Parking Lot - 2015 Oblique imagery

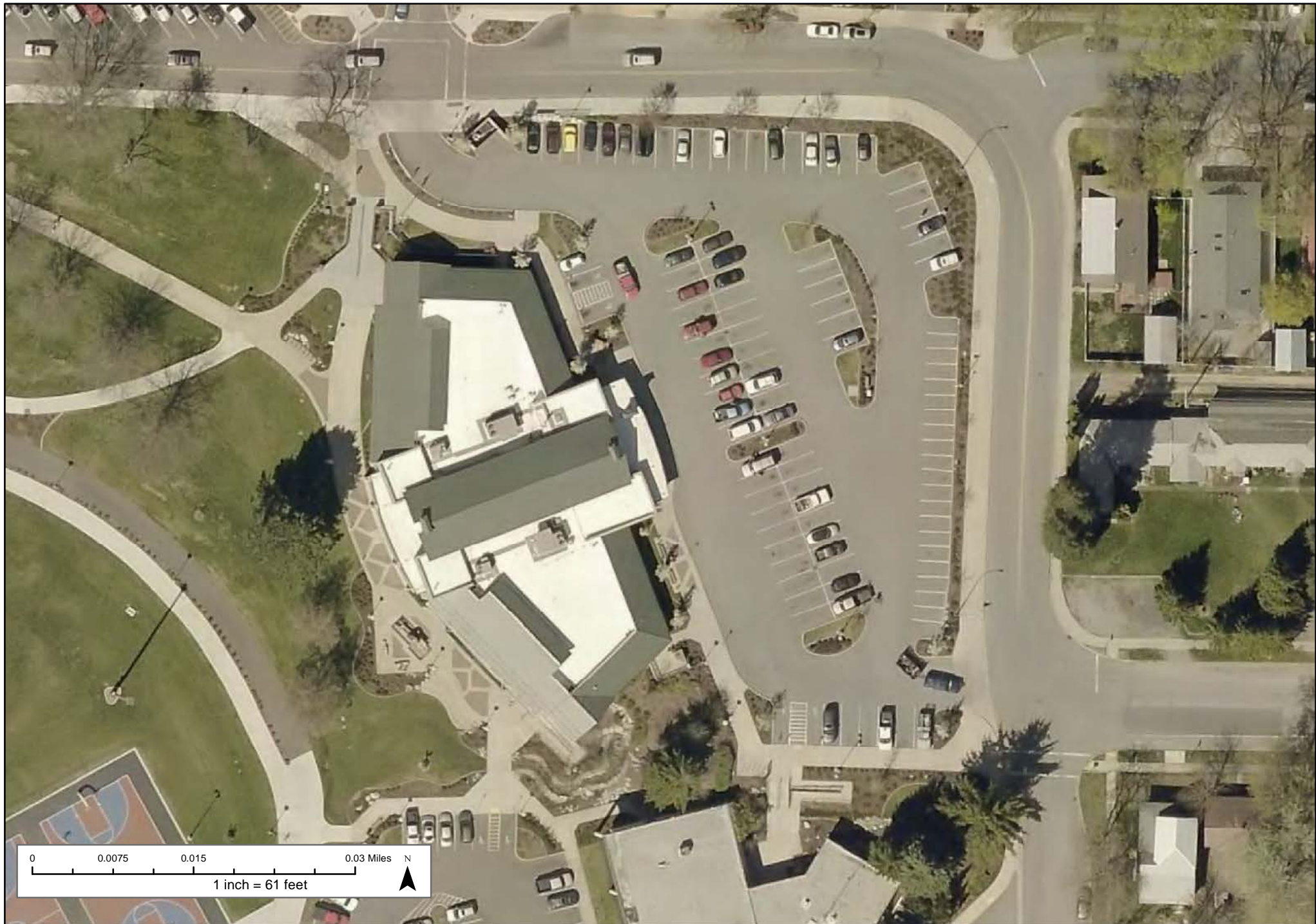




# Parking Lot at Coeur d'Alene Ave & 4th St - 2015 Orthoimagery







## ON-STREET PARKING AGREEMENT

THIS AGREEMENT, made and dated this 15<sup>th</sup> day of December, 2015 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, or its assignee, hereinafter referred to as the "City," and **Diamond Parking, Inc.**, a Washington corporation, with its principal place of business at 605 First Avenue Suite 600, Seattle, Washington 98104-2224, hereinafter referred to as "Parking Administrator,"

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

WHEREAS, the City has various municipal codes which regulate on-street and other public parking; and

WHEREAS, the City desires to enforce the City's parking ordinances in the Downtown Core; and

WHEREAS, the Parking Administrator has the expertise in providing on-street and other public parking enforcement, and

WHEREAS, the parties are in agreement that the Parking Administrator should provide for on-street and other public parking enforcement of City ordinances in the Downtown Core;  
NOW THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

### SECTION 1. DEFINITIONS:

A. Location. The Parking Administrator shall be responsible for enforcement of on-street parking requirements and designated public parking lot parking requirements in the Downtown Core as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

The parties further agree that the City may expand the boundaries of the Downtown Core to include additional areas. Enforcement compensation to be agreed upon between the two parties.

B. Term. The term of this agreement shall be for three (3) years, commencing on the 15<sup>th</sup> day of December, 2015 and terminating on the 14th day of December, 2018. There will be two (2) additional three (3) year extensions of the contract upon mutual agreement of both parties.

SECTION 2. TIME IS OF THE ESSENCE: The parties agree that time is of the essence to this agreement, and that any delays in implementing the terms of this agreement shall result in financial loss to the City.

SECTION 3. DUTIES OF THE PARKING ADMINISTRATOR: The Parking Administrator agrees to the following:

A. Employee Attire and Training. Parking Administrator agrees to train its employees to conduct themselves in a friendly and professional manner, and require said employees at all times while on duty to wear attire that has been approved by the City.

B. Employee Standards. Parking Administrator agrees to immediately, upon notice by the City, remove any of its employees from their parking related duties if they fail to conduct themselves in a courteous manner or fail to maintain or wear appropriate attire.

C. Employee Safety. Parking Administrator agrees to ensure safety of all employees and the public by providing adequate training to all employees including those who will operate equipment or vehicles in the performance of this agreement.

D. Adequate Staffing. Parking Administrator agrees to maintain sufficient staffing to handle the duties of on-street parking, public parking enforcement fee collection, and handling complaints of the public. To further maintain patrol of the Downtown Core to ensure that the two-hour and fifteen minute free parking zones at all on-street locations permitted by ordinance are being effectively enforced, that Chapter 10 of the Coeur d'Alene Municipal Code regarding on-street parking is being effectively enforced, and that any subsequent amendments thereto adopted by the City Council are enforced.

E. Hours of Enforcement. Parking Administrator agrees to maintain patrols between 9:00 a.m. and 6:00 p.m., Monday through Friday during the months of September through May, and the same hours Monday through Saturday during the months of June through August. The patrols shall be sufficient to insure the on-street parking and other public parking ordinances of the City are being enforced.

F. Vehicular Equipment. The City will provide a vehicle that shall be made available to Parking Administrator for use during the contract term. The operating costs of all vehicles will be the responsibility of the Parking Administrator, including but not limited to storage, fuel, tires, maintenance (not to exceed \$100 in a given month), and insurance. At the end of this agreement, the vehicles will be returned to the City Street Shop in as good a condition as received, normal wear and tear excepted.

G. Other Equipment. Parking Administrator agrees to provide automatic hand-held ticket writing equipment sufficient to create a record of any vehicle allegedly parked in a manner not permitted by City ordinance, including but not necessarily limited to license plate number, make and model of vehicle, and any other identification available. A computer will also be provided by the Parking Administrator, sufficient to receive daily

downloading from the automatic hand-held equipment. The computer may be kept in the Finance Department at Coeur d'Alene City Hall or at an alternate location where access by City personnel shall be allowed

H. Collection. Parking Administrator agrees to be responsible for the collection of all charges for violations of the on-street parking and public parking provisions of the Municipal Code. The City shall notify the Parking Administrator daily of any payments for parking violation charges received by the City. Any payments for parking violation charges collected by City personnel shall be retained in their entirety by the City up to fourteen (14) days after issuance of violations. The Parking Administrator shall remit all charges collected during the month by Parking Administrator by the 10th day of each month following. Parking Administrator further agrees not to attempt to collect a parking violation charge for a parking ticket issued more than nine (9) months before the effort to collect commences, and all efforts to collect any unpaid parking violation charge shall cease twelve (12) months from the date of issuance of the parking ticket.

I. Reports. Parking Administrator agree to provide daily reports in a form acceptable to the City Treasurer, Monday through Friday, via a computer report from the hand-held ticket writing equipment, detailing that day's activity, including tickets issued and charges collected. The report will be entered into a computer in the Finance Department by 9:00 a.m. each day, Monday through Friday by Parking Administrator's employees.

J. Financial Records. Parking Administrator agrees to keep true records and receipts that are subject to audit, including ticket numbers recorded on a daily basis.

K. Records Available to City. Parking Administrator agrees that the City's representative shall have the right to inspect and audit, at reasonable times and in a reasonable manner, all pertinent records and receipts of the Parking Administrator and to make copies thereof at the Parking Administrator's expense.

L. Record Maintenance. Parking Administrator agrees to maintain suitable records for at least five (5) years and longer if requested by the City for determination of overtime and other parking charges paid to the City which records shall include the consecutive ticket numbers issued, copies of original documents showing ticket numbers issued, and the parking violation charges collected.

M. Laws. Parking Administrator agrees to comply with all applicable local, state, and federal laws including vehicle licensing, vehicle insurance, and operator licensing requirements.

N. Complaints. Parking Administrator agrees to maintain a Coeur d'Alene telephone number within the City of Coeur d'Alene with adequate staff to respond to complaints in a prompt and courteous manner. A local telephone number 208-667-0965 will be listed with the local telephone company under the firm name of the Parking Administrator and be listed on the ticket form used by the Parking Administrator. Complaints will be

handled within twenty-four (24) hours, with records maintained for City review. All complaints will be handled to the City's satisfaction.

O. Insurance. Parking Administrator agrees to, at its own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants from whatever cause. The Parking Administrator also agrees to maintain Workman's Compensation coverage on all employees. In addition, the Parking Administrator is required to guarantee contributions that will come due under the Employment Security Law.

P. Vehicle Insurance. Parking Administrator agrees to maintain liability insurance in the amount set forth in Paragraph "O" above entitled "Insurance" on all vehicles used by Parking Administrator to fulfill the terms of this agreement.

Q. Certificates of Insurance. Parking Administrator agree to provide certificates of insurance to the City Clerk showing proof of insurance as required under this agreement. No policy shall have an expiration date during the term of this agreement and all certificates of insurance shall provide at least 30 days written notice to the City before cancellation and be in a form acceptable to the City Attorney.

R. Hold Harmless and Indemnification. Parking Administrator agrees to be an independent contractor and not an employee of the City. Parking Administrator further agrees to hold harmless, indemnify, and defend the City for any loss, claim, or action to which it may be put by reason of any act or omission of the Parking Administrator or its employees except for damages caused by or resulting from the sole negligence of the City, its agents or employees.

S. Performance Bond: The Parking Administrator agrees that it shall post a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure Parking Administrator's performance of the provisions of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

T. Payment Bond: The Parking Administrator agrees to post a labor and materialmen's bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form acceptable to the City Attorney in order to secure payment for labor and materials which may be required as part of this agreement. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

U. Employee Bonding: The Parking Administrator shall maintain employee honesty bonding in the amount of at least Two Thousand Dollars (\$2,000.00) applicable to each of the Parking Administrator's employees responsible for collecting and handling parking

fees. Proof of said bond in a form acceptable to the City Attorney shall be provided to the Director of Municipal Services.

SECTION 4. CONSIDERATION. The City agrees to pay for the Parking Administrator services the following:

- A. The sum of Thirty-nine Thousand, Three Hundred Dollars (\$39,300.00) annually. This amount shall be broken down into twelve (12) monthly payments of Three Thousand Two Hundred Seventy Five Dollars (\$3,275.00) each. This fee is to increase annually on April 15th by One and a half percent (1.5%).
- B. A sum equal to One Dollar (\$1.00) of each parking violation charge received by the Parking Administrator within the first fourteen (14) days after issuance of a parking ticket.
- C. For parking violation charges collected after the first fourteen (14) days from issuance of a parking violation ticket, the Parking Administrator shall be entitled to a sum equal to 35% of all parking violation charges collected.
- D. For efforts or assistance involving parking charges obtained as a result of legal proceedings, Parking Administrator shall not receive compensation.
- E. In the event that the performance standards set forth in this contract are not met, a fine of Twenty Five Dollars (\$25.00) per occurrence will be charged to the Parking Administrator.

SECTION 5. NOTICES. Any notice under this agreement shall be in writing and either personally served or sent by placing such written notice in the United States Mail, properly addressed to the Parking Administrator or the City at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5 (b).

The address of the Parking Administrator shall be:

715 W. 2<sup>nd</sup> Avenue, Spokane, WA, 99201, and  
605 First Avenue Suite 600, Seattle, WA, 98104-2224

Notices to the City shall be addressed to the City Clerk and sent to:

710 E. Mullan Avenue  
Coeur d'Alene, ID 83814-3958

SECTION 6. VENUE. This agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation regarding this agreement or any of the provisions contained therein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.

SECTION 7. CONFLICT OF INTEREST. No officer or employee of the City having the power or the duty to perform any official act or action related to this agreement shall have or acquire any interest in this agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing or value from or to any person involved in this agreement.

SECTION 8. ASSIGNMENT. This agreement shall not be assigned by Parking Administrator without prior written approval of the City, however the City may assign the City's duties and responsibilities or any portion thereof to such parties as the City in its sole discretion decides shall be assigned City's rights, duties and responsibilities. Parking Administrator acknowledges that the City has or may enter into contract with the Coeur d'Alene Downtown Association, Inc or other entities assigning to such entity the duties of the City set forth in this agreement. The Parking Administrator agrees that another entity may undertake oversight and management of the Parking Administrator's enforcement duties in the Downtown Core pursuant to this agreement as it pertains to on-street enforcement. The City may adopt a program to discourage repeat violations as well as a program to discourage downtown employees and business and property owners from utilizing on street parking for their personal use. If such a program is adopted by the City Council, the City and Parking Administrator will mutually agree to any change in the enforcement program.

SECTION 9. NO DISCRIMINATION. In the performance of this agreement, the parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

SECTION 10. SECTION HEADINGS. The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

SECTION 11. ENTIRE AGREEMENT. This agreement with exhibits herein, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

SECTION 12. TERMINATION FOR CAUSE. In the event the Parking Administrator fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this agreement, and may enforce the specific performance of the terms hereof or take such other recourse as may be open to it in law or in equity. In the event of termination, Parking Administrator shall remit to City all funds in Parking Administrator's possession which were received in furtherance of this agreement less sums due Parking Administrator pursuant to Section 4. In any of such events, the Parking Administrator agrees to pay all expenses, including a reasonable attorney's fee in any suit or action brought by the City. Provided, however, that before declaring such default, the City shall notify the Parking Administrator in writing of the particulars in which it deems the Parking Administrator to be in default, and the Parking



Administrator shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Parking Administrator at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, the Parking Administrator shall have four (4) days from the time of such service to remedy the default.

**SECTION 13. TERMINATION FOR CONVENIENCE OF CITY.** This agreement may be terminated, by either party, by giving thirty (30) days written notice to terminate to the Parking Administrator specifying the effective date of such termination. In this event, the City shall have no further obligations under this agreement. Other provisions regarding termination as specified in Section 12 shall apply to termination for convenience of City including but not limited to the remittance of funds in the Parking Administrator's possession.

**SECTION 14. SEVERABILITY.** If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, unconscionable, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term and provision shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning, which renders it valid.

**SECTION 15. INFRACTION MATTERS.** The parties agree that if the parking violation charges are not paid within a six (6) month time period, the Parking Administrator may turn the citations over to the City Attorney's office for review and to determine whether an Infraction Complaint should be filed. It is further agreed that the Parking Administrator will cooperate, at no cost to the City, with the City Attorney's office in the prosecution of any such infraction complaints.

*[Signature page follows]*



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 Parking Administrator has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

DIAMOND PARKING, INC., A  
WASHINGTON CORPORATION

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

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

ATTEST:

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

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

[illegible]

On this \_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

\*\*\*\*\*

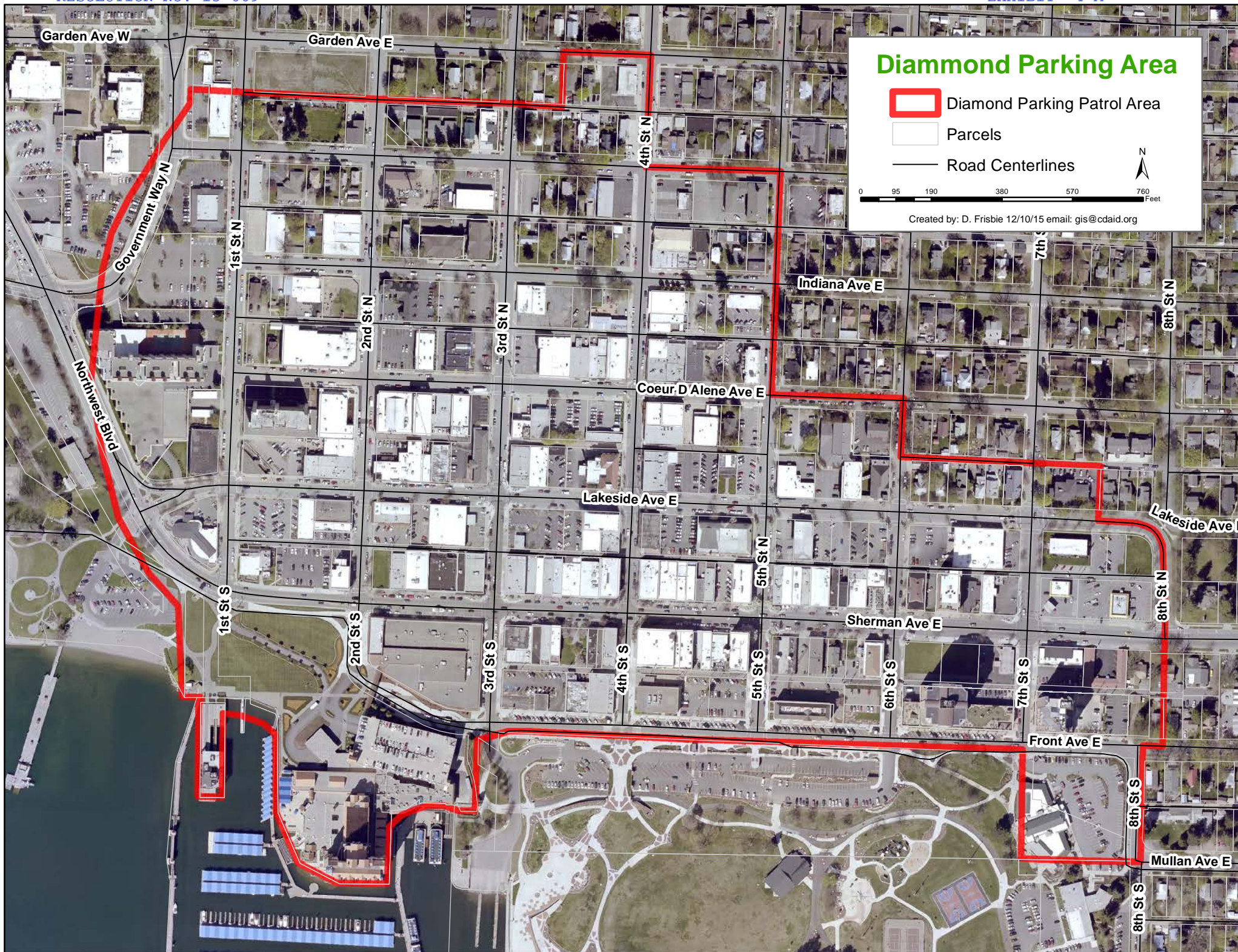
STATE OF WASHINGTON) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of December, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary, respectively, of **Diamond Parking, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for  
Residing at  
My Commission expires:







## PUBLIC HEARINGS

# CITY COUNCIL STAFF REPORT

**FROM:** TAMI STROUD, PLANNER  
**DATE:** DECEMBER 15, 2015  
**SUBJECT:** A-4-15 – ZONING IN CONJUNCTION WITH ANNEXATION  
**LOCATION:** +/- 9.8 ACRES LOCATED AT THE SOUTHEAST AND SOUTHWEST  
CORNERS OF PRAIRIE AVENUE AND RAMSEY ROAD

**APPLICANT/OWNER:** Kerr Family Properties  
975 N. Honeysuckle Avenue  
Hayden, ID 83835

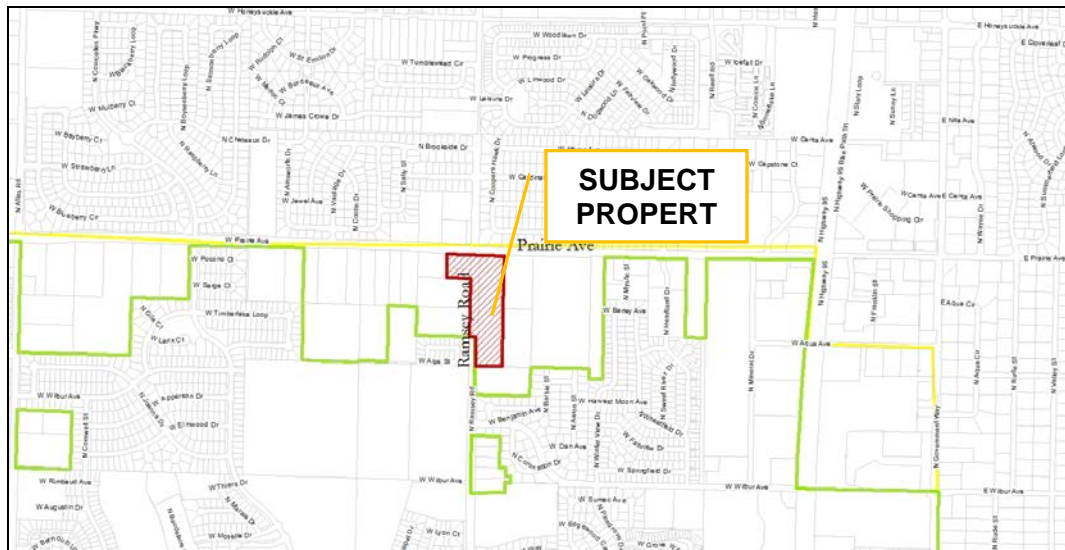
## **DECISION POINT:** Annexation and Zoning

Kerr Family Properties, LLC is requesting the annexation of approximately 9.8 acres into the City of Coeur d'Alene and requesting C-17 (Commercial at 17 units/acre) zoning district for the subject property

## **General Information:**

There is one residence along the east side of Ramsey Road and an existing coffee shop at the southwest corner of Ramsey Road and Prairie Avenue. The remainder of the subject site is primarily vacant and undeveloped. The current zoning is County Ag-Suburban and Commercial Districts.

## **Property Location Map:**



**A-4-15**

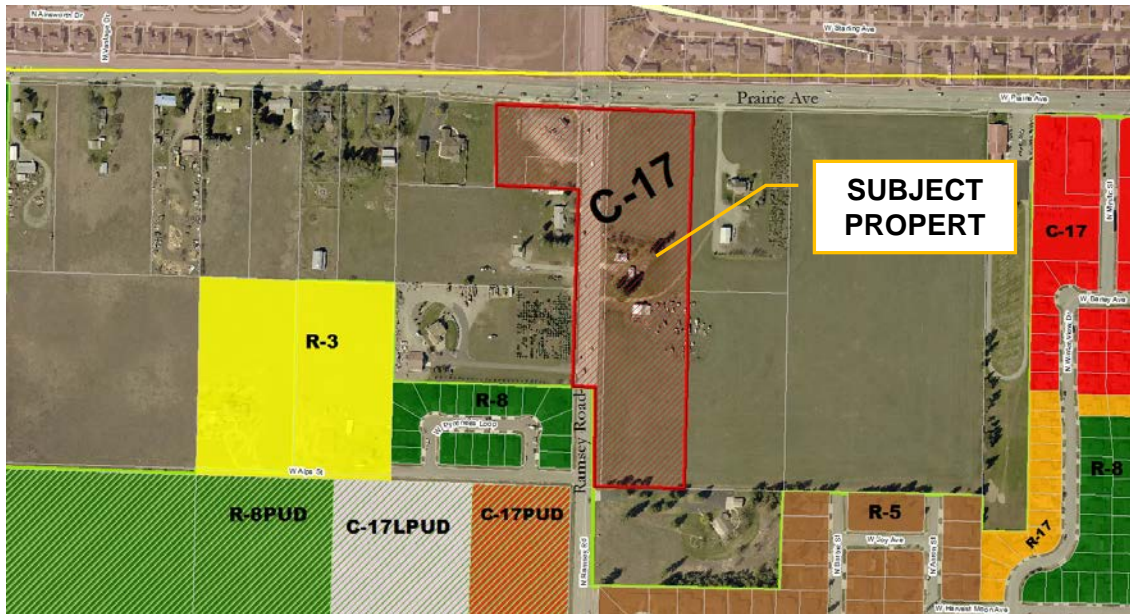


**PAGE 2**

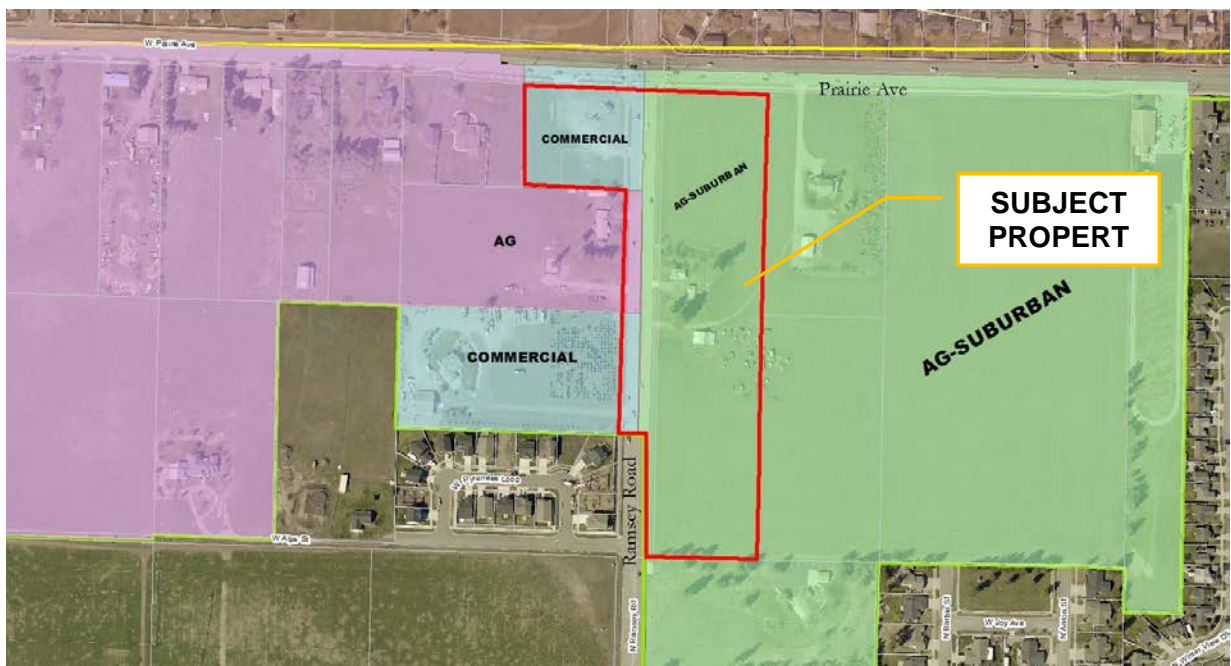




### Proposed Zoning Map:



### Existing County Zoning Map:



**Map Showing Photo Locations:**



**SITE PHOTO – 1  
LOOKING EAST TOWARD DRIVE THROUGH COFFEE BUSINESS:**





## **SITE PHOTO – 2 LOOKING EAST TOWARD SUBJECT PROPERTY**



### **GENERAL INFORMATION:**

The subject property is approximately 9.8 acres and is located near the intersection of Prairie Avenue and Ramsey Road. The applicant is requesting the C-17 (Commercial at 17 units/acre) zoning district.

The surrounding uses are residential and commercial. The property to the north and south are used for residences. The property to the west is used for residences and commercial uses. There is a drive through coffee establishment located on the southwest corner of Ramsey Road and Prairie Avenue.

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

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

### **Uses permitted by right:**

- |   |   |
|---|---|
| 1. Single-family detached housing (as specified by the R-8 District). | the R-12 District).                                     |
| 2. Duplex housing (as specified by                                    | 3. Cluster housing (as specified by the R-17 District). |
|   | 4. Multiple-family (as specified by the R-17 District). |

5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
14. Hospitals/health care.
15. Professional offices.
16. Administrative offices.
17. Banks and financial institutions.
18. Personal service establishments.
19. Agricultural supplies and Commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

**Uses allowed by special use permit:**

1. Veterinary hospital.
2. Warehouse/storage.
3. Custom manufacturing.
4. Extensive impact.
5. Adult entertainment sales and service.
6. Auto camp
7. Residential density of the R-34 district as specified
8. Underground bulk liquid fuel storage- wholesale
9. Criminal transitional facility
10. Wireless communication facility

***Staff Evaluation***

The requested zoning for the subject property is C-17. The physical characteristics appear to be suitable for the request at this time and the topography would not preclude development of the property.

## FINDINGS:

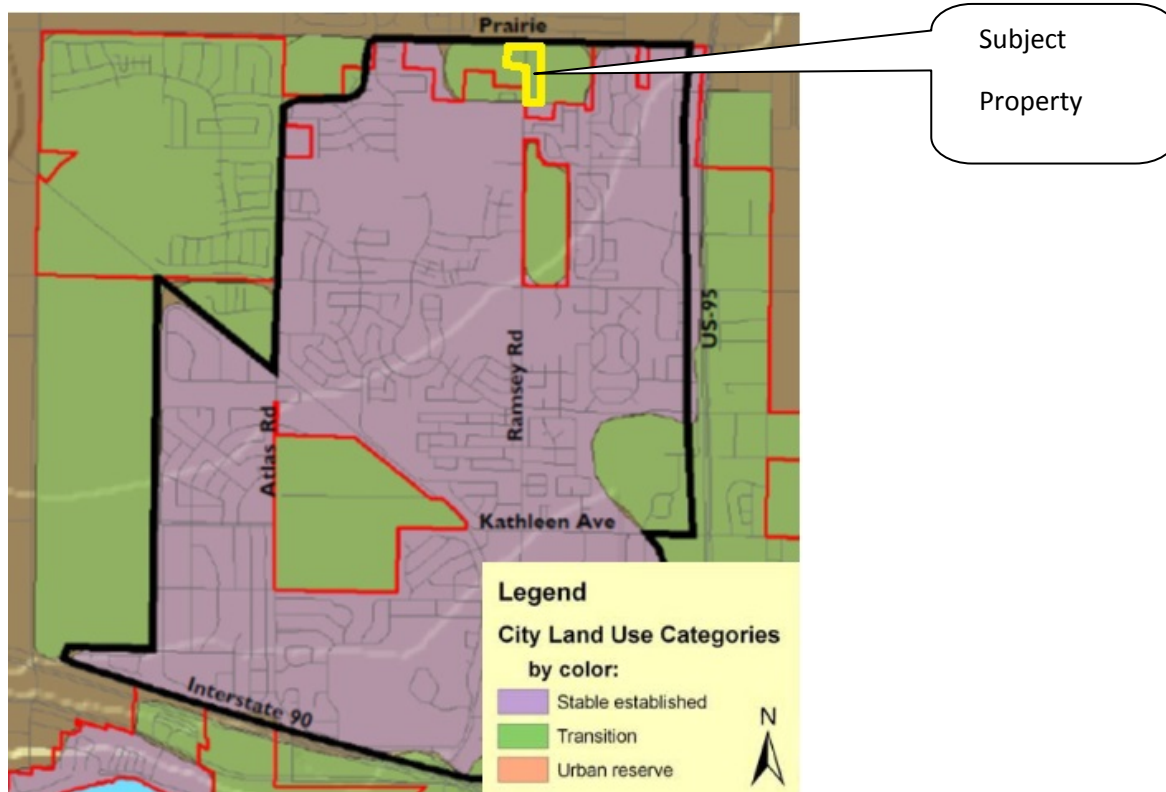
### Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

1. The subject property is within the Area of City Impact Boundary.
2. The subject property has a land use designation of Transition

### Transition Areas:

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.

### 2007 Comprehensive Plan : Ramsey - Woodland



### Ramsey - Woodland Today

The development pattern in this area is mixed with established subdivisions, such as Coeur d'Alene Place, that are continuing to expand to the north. Passive and active parks have also been provided for the residents of these housing developments. Industrial uses are prominent to the west of Atlas Road with a mix of residential zoning on the south side of Hanley Avenue. Neighborhood service nodes can be found throughout the Ramsey-Woodland area.

## **Ramsey - Woodland Tomorrow**

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

### **The characteristics of Ramsey - Woodland neighborhoods will be:**

The overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.

- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

## **COMPREHENSIVE PLAN GOALS & OBJECTIVES:**

### **Objective 1.12 - Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

### **Objective 1.14 - Efficiency:**

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

### **Objective 2.01 - Business Image & Diversity:**

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

### **Objective 2.02 - Economic & Workforce Development:**

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

### **Objective 2.04 – Downtown & Neighborhood Service Nodes:**

Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

### **Objective 3.05 - Neighborhoods:**

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

### **Objective 3.06 - Neighborhoods:**

Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

### **Objective 3.16 - Capital Improvements:**

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

**Objective 4.01 - City Services:**

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

**Objective 4.02 - City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

**Evaluation:**

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

**Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.**

**SEWER:**

The Wastewater Utility has no objections to Annexation A-4-15 as proposed. Based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project.

**Staff Evaluation**

Public Sewer is available along Ramsey Road which borders this annexation request.

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

**WATER:**

There is adequate capacity in the public water system to support the proposed annexation and zoning for the property to the east of Ramsey Road. The property proposed for annexation on the west side of Ramsey Road falls within the service boundary of Hayden Lake Irrigation District (HLID) and should be served by them.

There is a 12" main on the south side of Prairie and on the east side of Ramsey. Fire hydrants exist along the subject property to the east however; no services to the property have been stubbed. Any required services, additional fire hydrants and any potential main extensions will be the responsibility of the developer.

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

## **STORMWATER:**

Stormwater will be addressed as the areas proposed for annexation develop. The proposed commercial areas will construct site specific drainage areas within any defined parking lots.

## **TRAFFIC:**

The requested commercial zones total 9.8 acres, however, without defined uses, traffic volumes cannot be estimated. Traffic estimates vary considerably with the type of use, and, since the proposed C-17 zone is the broadest use zoning designation utilized in the City, volumes cannot be determined until site specific uses have been proposed.

### ***Staff Evaluation***

Any related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

## **STREETS**

The area proposed for annexation is bordered by two major arterial roadways, Ramsey Road (N/S), which is within the City of CdA's jurisdictional boundary, and, Prairie Avenue (E/W), which is jointly under the jurisdiction of both the Post Falls Highway, and, the Lakes Highway Districts.

### ***Staff Evaluation:***

Both roadways are fully developed to their ultimate five (5) lane roadway configuration, and, the Ramsey/Prairie intersection is fully signalized. A developed five (5) lane road section can carry upwards of 36,000 vehicles (Level C) per day before the level of service begins to deteriorate. Access restrictions may be utilized within 250' of the intersection to reduce/avoid designated turn lane conflicts.

*-Submitted by Chris Bates, Engineering Project Manager*

## **FIRE:**

There is adequate fire department access and fire protection in this area including fire hydrants along N. Ramsey and East Prairie.

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector*

***Evaluation:***

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

**Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.**

The subject property is relatively flat with no significant topographic features.

***Evaluation:***

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

**Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.**

The surrounding uses are residential and commercial. The property to the north and south are used for residences. The property to the west is used for residences and commercial uses. There is a drive through coffee establishment located on the southwest corner of Ramsey Road and Prairie Avenue.

*The City Council must determine, based on the information before them, whether or not the proposed zoning district of C-17 would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

Comprehensive Plan - Amended 2007.  
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.  
Coeur d'Alene Bikeways Plan  
Kootenai County Assessor's Department property records  
Resolution No. 09-021, Complete Street Policy

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



# ***KERR ANNEXATION***

## ***PROJECT NARRATIVE***

*Coeur d'Alene, Idaho*

*December 9, 2015*



*3909 N. Schreiber Way, Suite 4  
Coeur d'Alene, Idaho 83815  
Phone/Fax: 208-676-0230*

## INTRODUCTION

The project proponent, Kerr Family Properties, LLC is requesting the annexation of approximately 9.8 acres of property into the City of Coeur d'Alene. The majority of the subject property is located at the southeast corner of the intersection of Prairie Avenue and Ramsey Road with a small portion located on the southwest corner. Currently, there is an existing drive-thru coffee stand located on the portion of property located southwest of the intersection and an existing single family residence with a couple outbuildings located on the portion of the property on the southeast corner; however the majority of the land is vacant.

## SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel No: 0-3560-27-315-AA  
Area: 1.18 acres

Parcel No: 0-3560-27-315-BA  
Area: 0.41 acres

Parcel No: 51N04W-26-3300  
Area: 8.19 acres



Figure 1: Vicinity Map

## ZONING CLASSIFICATION

The property is currently zoned Ag-Suburban and Commercial in Kootenai County and is located at the northern boundary of the City of Coeur d'Alene City Limits. The surrounding property consists of residentially zoned parcels to the north and south and commercial and Ag-Suburban to the west. The Eagles Lodge is located to the east. The project proponent is requesting a zoning classification of C-17 for approximately 1.6 acres on the southwest corner at the intersection of Prairie Avenue and Ramsey Road and approximately 8 acres adjacent to Ramsey Road. As can be seen from Figure 2, the requested zoning classifications are in conformance with the goals of the Comprehensive Plan and are compatible with the surrounding land uses.

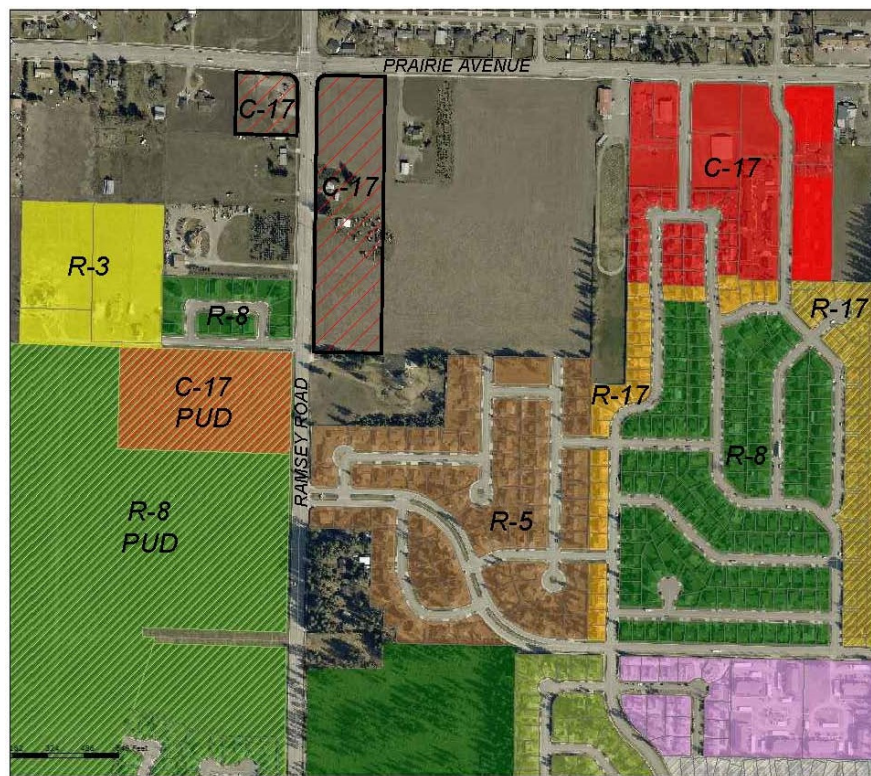


Figure 2: Proposed Zoning Map

## COMPREHENSIVE PLAN ANALYSIS

The property lies in a *Transition* area along the northern boundary of the Ramsey-Woodland land use area per the City of Coeur d'Alene Comprehensive Plan. Neighborhood characteristics for this land use tend to be single-family and multi-family housing with an overall density of 3 – 4 units per acre with pockets of higher density housing, have pedestrian and bicycle trails, and parks within 5-minutes walking distance. The proposed zoning would be consistent with the Comprehensive Plan.

The City of Coeur d'Alene Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the goals, policies and objectives as outlined in the Comprehensive Plan. The project proponent believes that the following Goals and Objectives (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

*Objective 1.12 – Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.*

The subject property is currently an undeveloped County property located on the northern boundary of the City of Coeur d'Alene. This annexation will allow for the development of this property to match that of the surrounding land uses.

*Objective 1.14 – Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.*

Existing utilities including sanitary sewer and domestic water are extended to this property in Ramsey Road and are readily available and have the capacity to serve future development. This property is already included in the Sewer, Water and Transportation Master Plans for the City, and will be developed in accordance with the same.

## **PRE-DEVELOPMENT CONDITIONS**

The subject property is vacant and slopes to the southeast. There is an existing single family residence with two outbuildings located on the westerly portion of the property to the southeast of the intersection of Prairie Avenue and Ramsey Road. An existing drive-thru coffee stand is located on the portion of property located to the southwest of the intersection. Access to the single family residence is off of Ramsey Road and the coffee stand has access from both Prairie Avenue and Ramsey Road. There are no other structures located on the property.

The frontage improvements on Prairie Avenue are complete and include curb and gutter, sidewalk, and drainage swales. Ramsey Road has curb and gutter but would need improvements consisting of sidewalk and drainage swales.

Figure 3 below shows the current site conditions.





Figure 3: Existing Site Conditions

Applicant: Kerr Properties, LLC  
Location: +/- 34 Acre Property located at the Southwest and Southeast Corners Of Prairie Avenue and Ramsey Road.  
Request: Zoning prior to Annexation from County Agricultural Suburban/Commercial to City R-8 (Residential at 8units/acre) and C-17 (Commercial at 17units/acre) zoning district.  
LEGISLATIVE (A-4-15)

Planner Stroud presented the staff report and answered questions from the commission.

Commissioner Ingalls inquired if this property is inside the ACI boundary and feels this request fits within the comprehensive plan.

Commissioner Fleming requested, if approved, that the applicant move the strip of C-17 next to the residential portion so there is not an ugly commercial property next to a residential neighborhood.

Public testimony open.

Drew Dittman, applicant representative, commented that staff did a great job with the description of this project and does not have much to add. He concurred with Commissioner Ingalls that this would be considered an infill annexation and a logical fit with the city. He feels the zoning is appropriate with the surrounding area since there is a lot of commercial on Ramsey and that an R-8 zone would be a great transition to the homes to the south which are zoned R-5.

Commissioner Ingalls stated that if he lived in a house to the south that was zoned R-5, he would be concerned with the type of homes to be built and inquired why the applicant chose an R-8 and not R-5.

Mr. Dittman explained that the property borders Prairie Avenue and feels that the R-8 zone could handle the additional traffic.

Commissioner Messina inquired why the applicant chose the spot to place the commercial property and not combine it with the other parcel zoned R-8.

Mr. Dittman commented that the applicant felt that with other commercial property on a corner that this would be the logical choice, but right now he is primarily concerned with the annexation approval.

Public testimony closed.

**Motion by Ingalls, seconded by Ward, to approve Item A-4-15. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	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 November 10, 2015 and there being present a person requesting approval of ITEM A-4-15, a request for zoning prior to annexation from County Ag-Suburban and Commercial to City R-8 (Residential at 8 units/acre and C-17 (Commercial at 17 units/acre zoning districts.

APPLICANT: KERR FAMILY PROPERTIES

LOCATION: +/- 34 ACRE PROPERTY LOCATED AT THE SOUTHWEST AND SOUTHEAST  
CORNERS OF PRAIRIE AVENUE AND RAMSEY ROAD

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

- B1. That the existing land uses are residential and commercial.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Ag Suburban and Commercial.
- B4. That the notice of public hearing was published on October 24, 2015 which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 124 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on October 23, 2015.
- B7. That public testimony was heard on November 10, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - Objective 1.12- Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.
  - Objective 1.14- Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
  - Objective 2.01- Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
  - Objective 2.02 – Economic & Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

Objective 3.05 – Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.16 – Capital Improvements: Ensure infrastructure and essential services are available prior to approval for properties seeking development.

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

Objective 4.02- City Services: Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography and land are suitable.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **and** existing land uses.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of KERR PROPERTIES, LLC for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

None.

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

**ROLL CALL:**

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

Motion to approve carried by a 6 to 0 vote.

  
CHAIRMAN BRAD JORDAN



# *City Council Meeting*



City of  
**Coeur d'Alene**  
IDAHO

*December 15, 2015*

# **A-4-15     Annexation and Zoning**

**+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.**

## **APPLICANT:**

Kerr Family Properties, LLC  
975 N. Honeysuckle Avenue  
Hayden, ID 83835

## **Subject:**

The annexation approximately 9.8 acres proposed to be zoned C-17 (Commercial at 17 units/acre) zoning district.

## **LOCATION:**

Located near the intersection of Prairie Avenue and Ramsey Road.

# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **STAFF CLARIFICATION ON THE PROPOSED ANNEXATION:**

The original request that went before the Planning Commission in November 2015, was for a total of 34 acres, including a request for 24 acres of R-8 east of Ramsey.

On November 16, 2015, the applicant's representative requested a modification to the request and removed the 24 acre portion proposed as R-8 zoning.

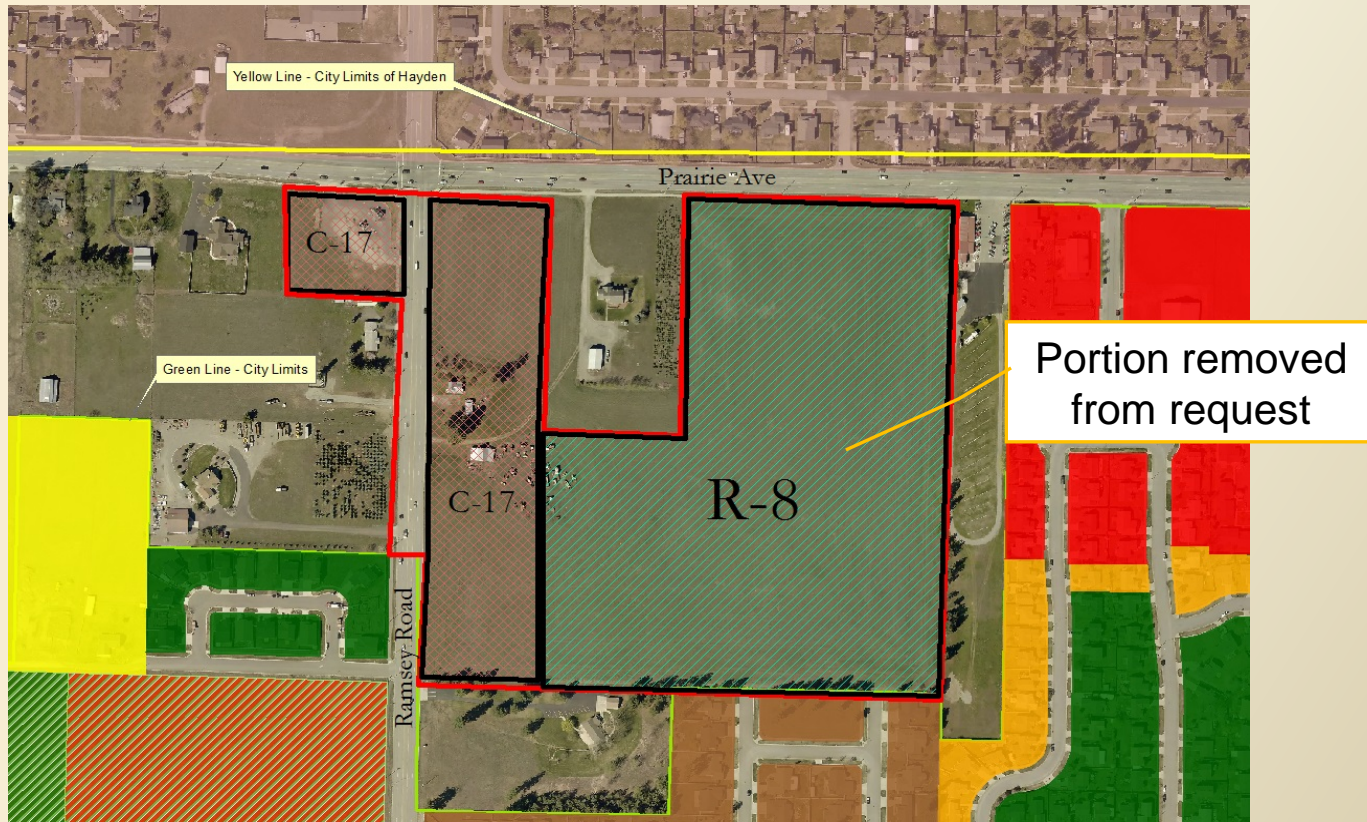
This evening's request is for only 9.8 acres to be annexed and zoned C-17 (Commercial at 17 units/acre) zoning district.

The legal description and map have been modified accordingly for the public hearing with the City Council and the legal notice also reflects this change.

# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## STAFF CLARIFICATION ON PROPOSED REQUEST :



# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **DECISION POINT:    Annexation and Zoning**

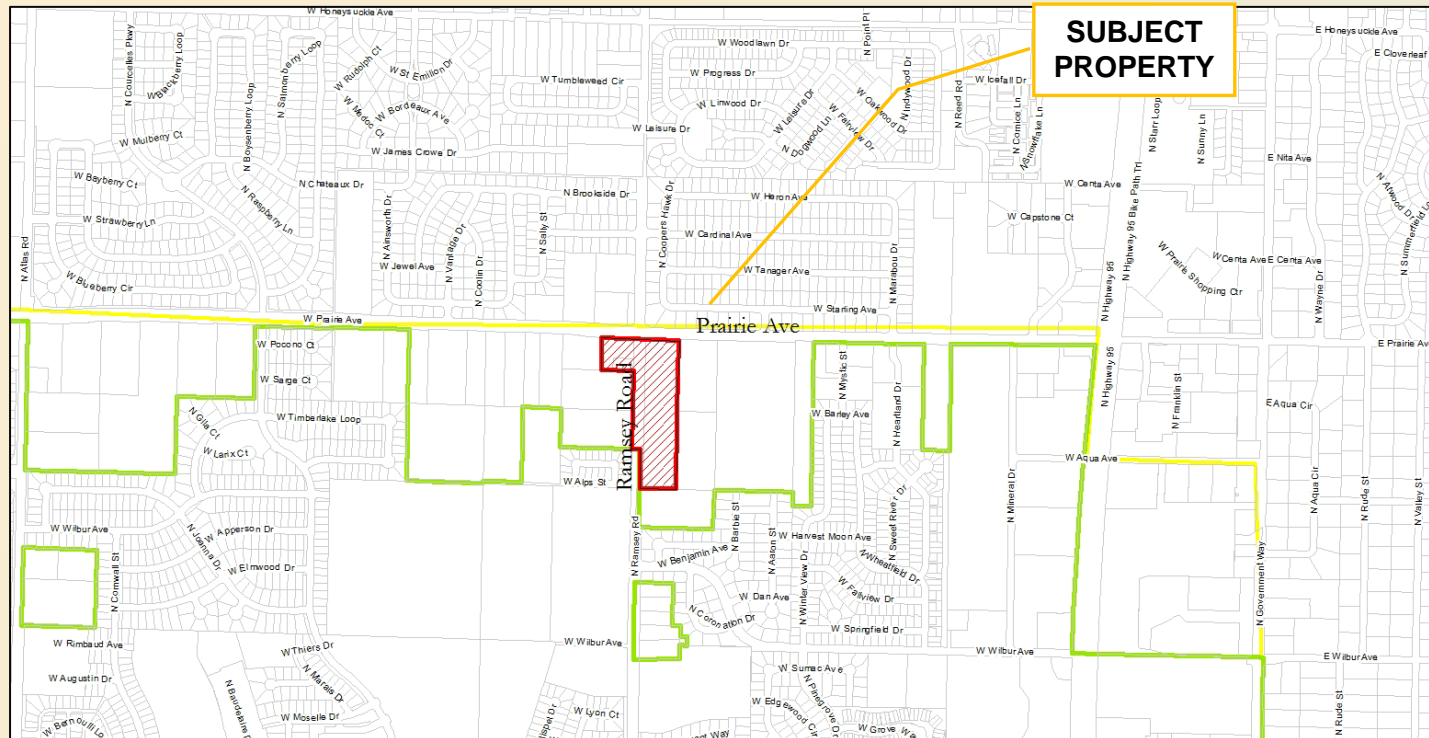
The annexation of 9.8 acres into the city with the request to change the zoning from County Ag-Suburban and Commercial to C-17 (Commercial at 17 units/acre).



## A-4-15 Annexation and Zoning

**+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.**

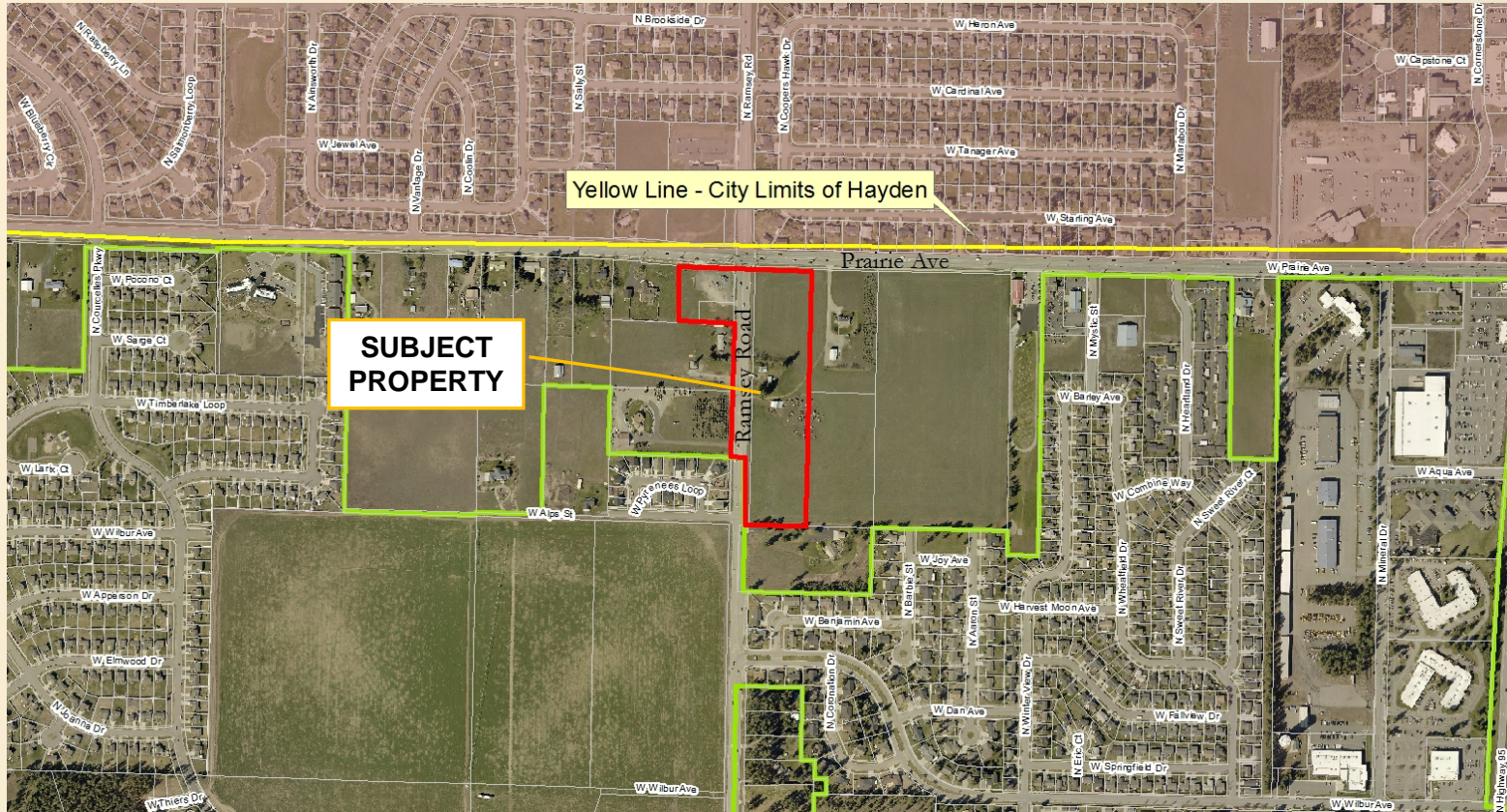
## Location Map



# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Aerial Photo

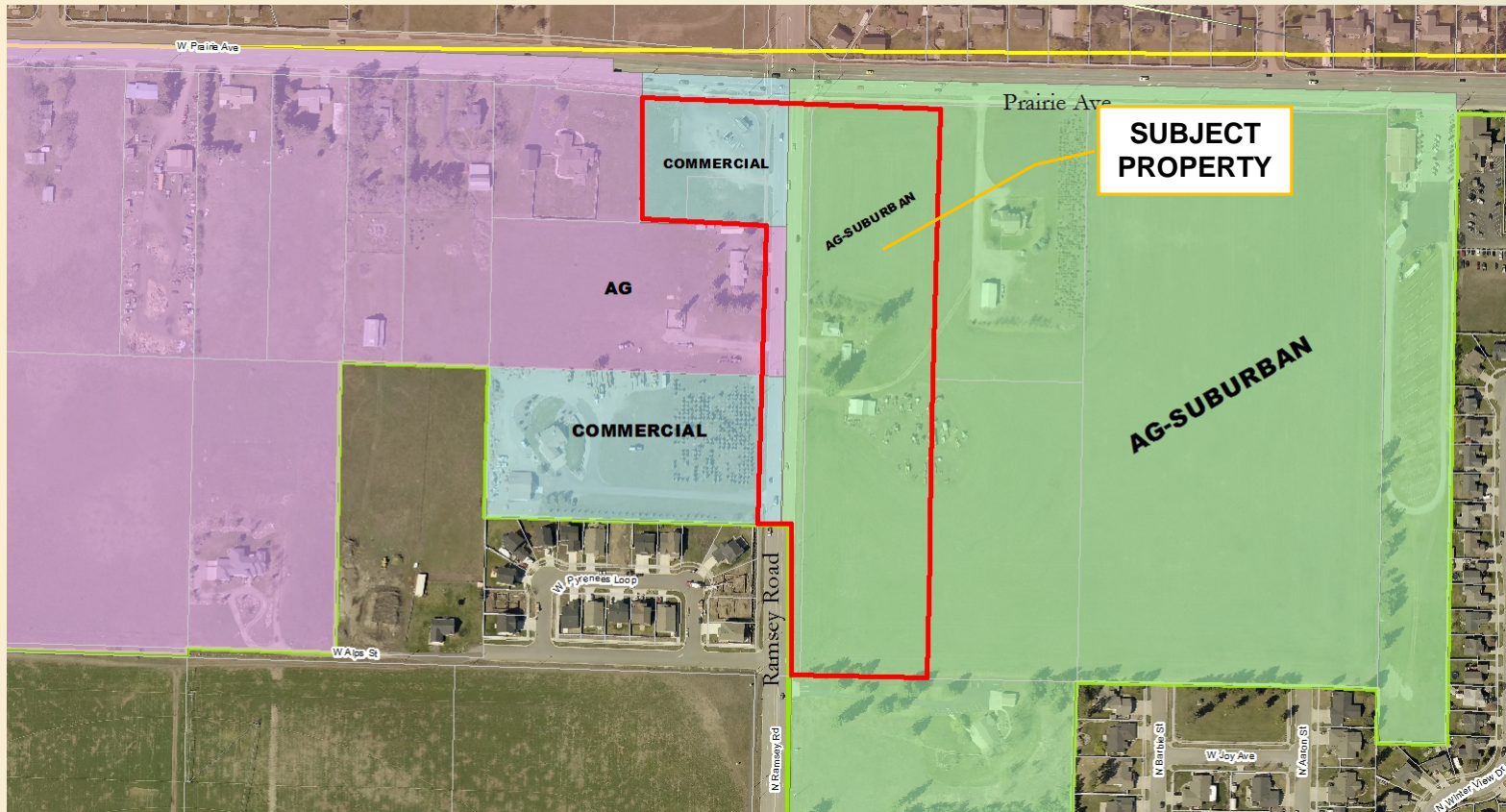




# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Existing County Zoning Map

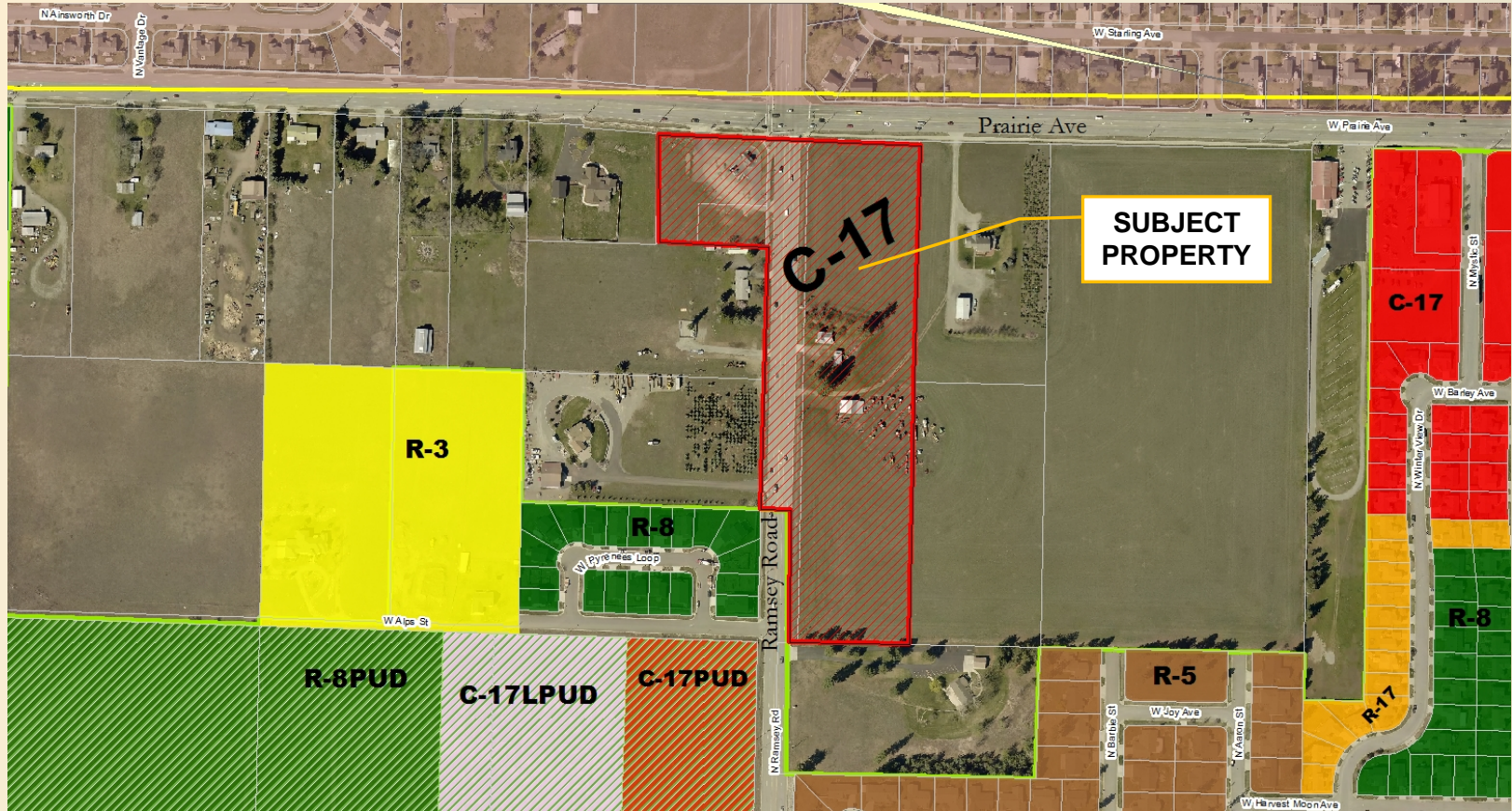




# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Proposed Zoning





# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Map Showing Photo Locations



# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

**Site Photo 1: Looking East**





# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

**Site Photo 2: Looking Southeast**



# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

*Findings:*

## REQUIRED FINDINGS

### **Finding #B8:**

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

### **Finding #B9:**

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

### **Finding #B10:**

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

### **Finding #B11:**

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

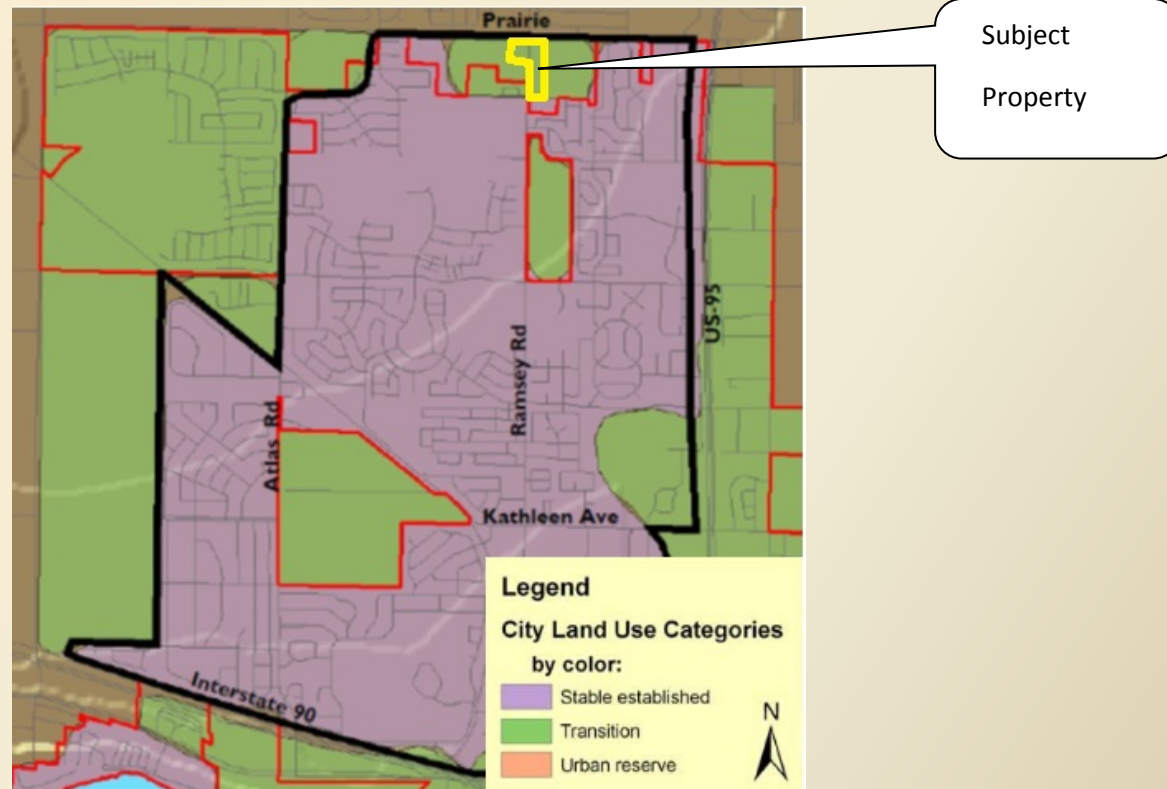


# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Finding #B8:

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



**2007 Comprehensive Plan: Ramsey-Woodland Transition**

# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **Transition Areas:**

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.

## **Ramsey - Woodland Tomorrow**

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.



# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

**The characteristics of Ramsey – Woodland neighborhoods will include:**

An overall density that may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.

- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **Finding #B9:**

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

### **SEWER:**

The Wastewater Utility has no objections to Annexation A-4-15 as proposed. Based on the public sewer availability, the Wastewater Utility presently has the wastewater system capacity and willingness to serve this project.

### ***Staff Evaluation***

Public Sewer is available along Ramsey Road which borders this annexation request.

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



# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Finding #B9:

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

## **STORMWATER:**

Stormwater will be addressed as the areas proposed for annexation develop. The area proposed for residential zoning applications will typically utilize curb adjacent drainage swales, while the proposed commercial areas will construct site specific drainage areas within any defined parking lots.

*-Submitted by Chris Bates, Engineering Project Manager*



# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **WATER:**

There is adequate capacity in the public water system to support the proposed annexation and zoning for the property to the east of Ramsey Road. The property proposed for annexation on the west side of Ramsey Road falls within the service boundary of Hayden Lake irrigation District (HLID) and should be served by them.

There is a 12" main on the south side of Prairie and on the east side of Ramsey. Fire hydrants exist along the subject property to the east however, no services to the property have been stubbed. Any required services, additional fire hydrants and any potential main extensions will be the responsibility of the developer.

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

# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **TRAFFIC:**

The requested commercial zones total 9.8 acres, however, without defined uses, traffic volumes cannot be estimated. Traffic estimates vary considerably with the type of use, and, since the proposed C-17 zone is the broadest use zoning designation utilized in the City, volumes cannot be determined until site specific uses have been proposed.

### ***Staff Evaluation***

Any related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

*-Submitted by Chris Bates, Engineering Project Manager*

# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **STREETS:**

The area proposed for annexation is bordered by two major arterial roadways, Ramsey Road (N/S), which is within the City of CdA's jurisdictional boundary, and, Prairie Avenue (E/W), which is jointly under the jurisdiction of both the Post Falls Highway, and, the Lakes Highway Districts.

## ***Staff Evaluation:***

Both roadways are fully developed to their ultimate five (5) lane roadway configuration, and, the Ramsey/Prairie intersection is fully signalized. A developed five (5) lane road section can carry upwards of 36,000 vehicles (Level C) per day before the level of service begins to deteriorate. Access restrictions may be utilized within 250' of the intersection to reduce/avoid designated turn lane conflicts.

*-Submitted by Chris Bates, Engineering Project Manager*

# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **FIRE:**

There is adequate fire department access and fire protection in this area including fire hydrants along N. Ramsey and East Prairie.

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

*-Submitted by Bobby Gonder, Fire Inspector*



# A-4-15      Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **Finding #B10:**

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

The subject property is relatively flat with no significant topographic features. The physical characteristics appear to be suitable for the request at this time.

# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **Finding #B11:**

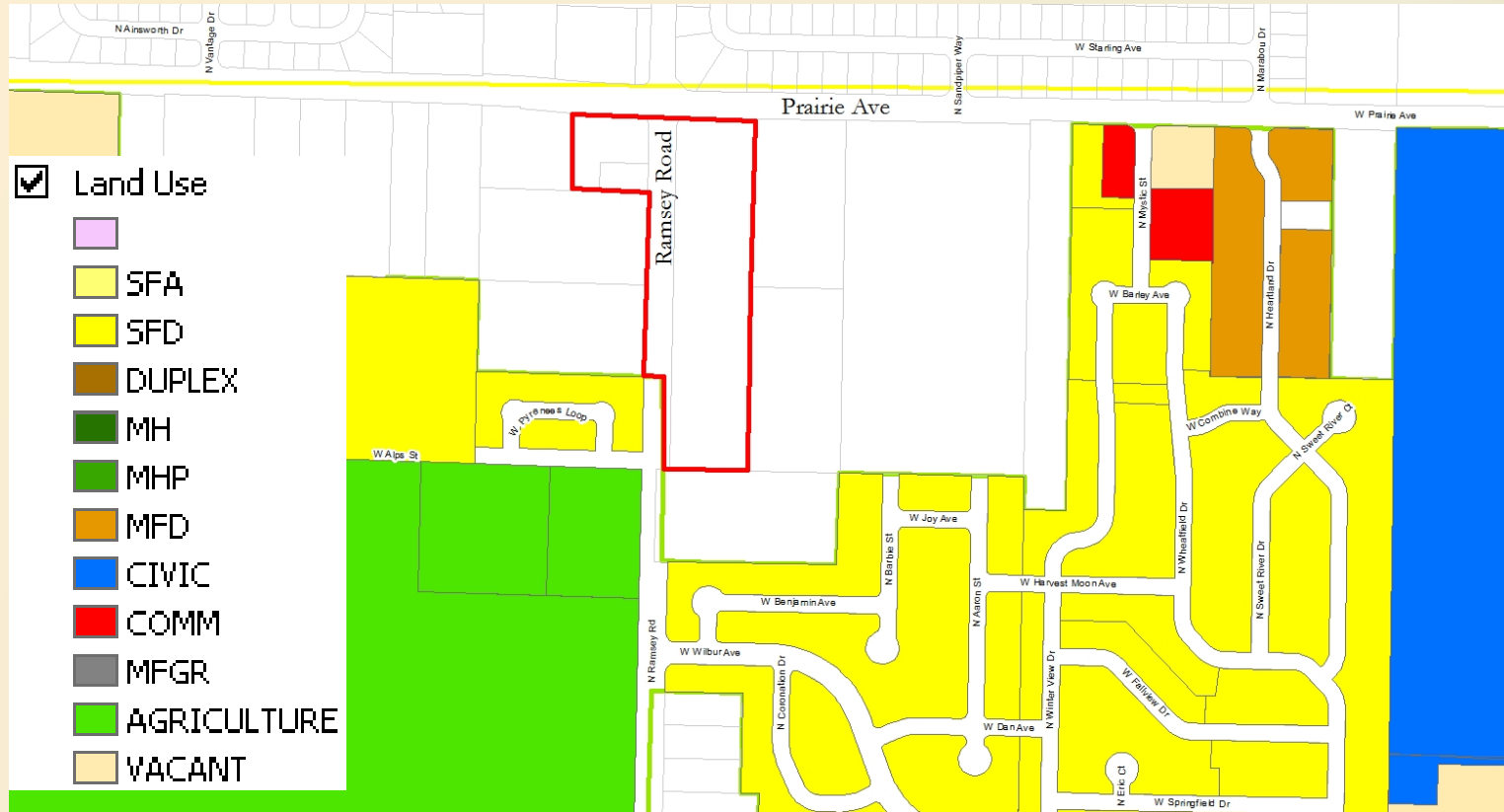
*That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.*

The surrounding uses are residential and commercial. The property to the east is the Elks Club with an RV camping area that is located in the county. The property to the north and south are used for residences. The property to the west is used for residences and commercial uses. There is a drive through coffee establishment located on the southwest corner of Ramsey Road and Prairie Avenue

# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## Existing Land Use Map



# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **DECISION POINT:    Annexation and Zoning**

The annexation of 9.8 acres into the city with the request to change the zoning from County Ag-Suburban and Commercial to C-17 (Commercial at 17 units/acre).



# A-4-15    Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.

## **ACTION ALTERNATIVES:**

The City Council must consider this request and make appropriate findings to:

- ☐ Approve
- ☐ Deny
- ☐ Deny without prejudice.

The findings worksheet is attached.

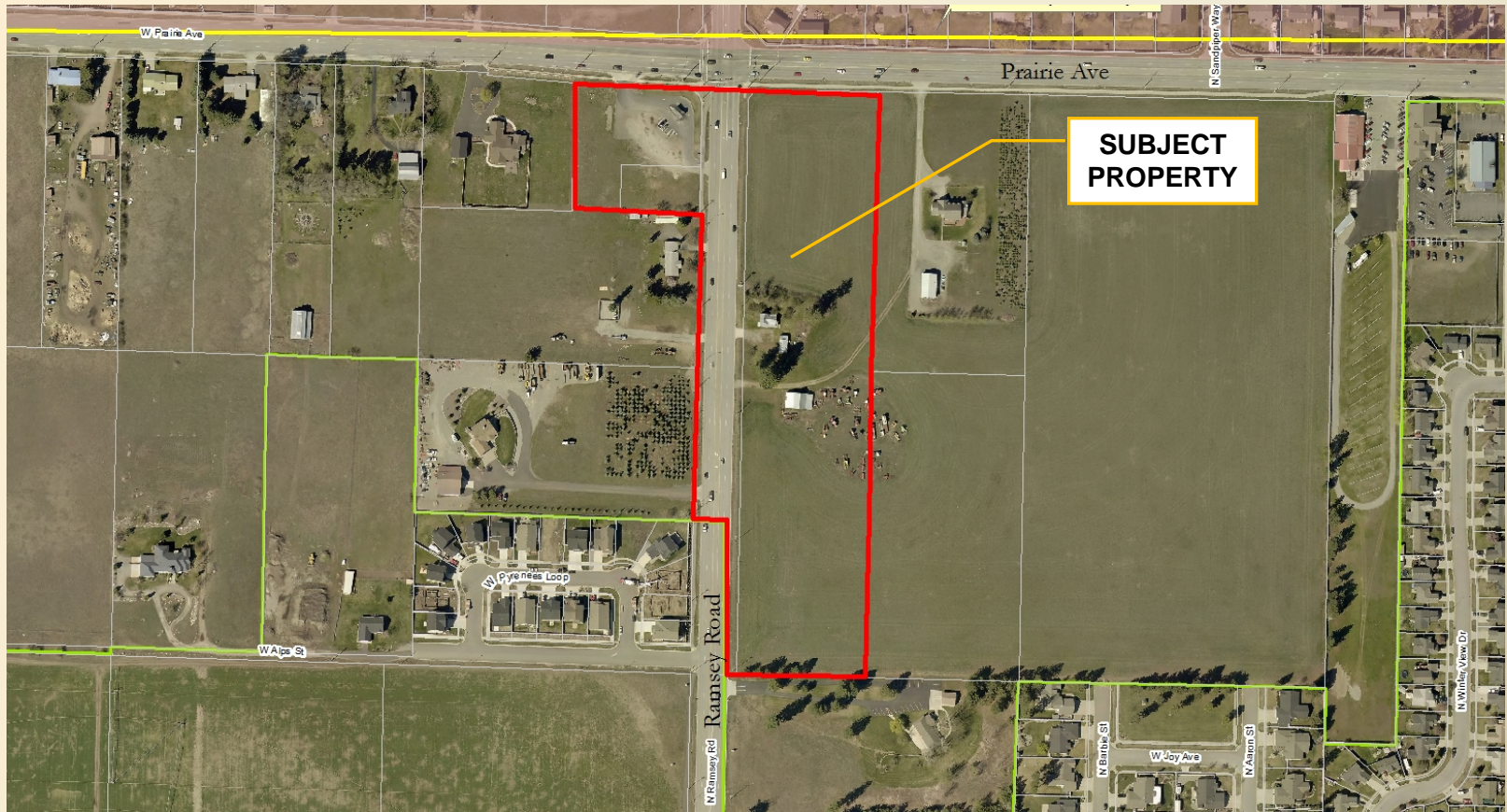
*Thank you!*





# A-4-15 Annexation and Zoning

+/- 9.8 Acres at Prairie Ave. & Ramsey Rd.



INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes



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

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Kiki Miller

**STAFF PRESENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

\* \* \* \* \*

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

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

The meeting adjourned at 4:50 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

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

FUND	BALANCE 10/31/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2015
<u>General-Designated</u>	\$399,984	\$1,112	\$65,767	\$335,329
<u>General-Undesignated</u>	12,291,084	1,397,153	3,444,725	10,243,512
<u>Special Revenue:</u>				
Library	(18,454)	10,274	104,103	(112,283)
CDBG	(287)	9,311	10,244	(1,220)
Cemetery	(61,816)	7,650	17,272	(71,438)
Parks Capital Improvements	83,722			83,722
Impact Fees	4,127,436	37,426	43,668	4,121,194
Annexation Fees	31,334			31,334
Insurance	(156,092)			(156,092)
Cemetery P/C	1,731,112	2,182	2,182	1,731,112
Jewett House	17,922			17,922
Reforestation	17,425			17,425
Street Trees	238,382			238,382
Community Canopy	1,562			1,562
CdA Arts Commission	2,326			2,326
Public Art Fund	63,019			63,019
Public Art Fund - LCDC	437,959			437,959
Public Art Fund - Maintenance	111,812			111,812
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	482,155	5,426		487,581
LID Guarantee	37,506			37,506
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	2,104			2,104
<u>Capital Projects:</u>				
Street Projects	155,308	3,571	7,993	150,886
<u>Enterprise:</u>				
Street Lights	50,374	48,922	59,372	39,924
Water	1,112,199	591,926	350,682	1,353,443
Water Capitalization Fees	3,644,431	40,000	62,018	3,622,413
Wastewater	3,438,298	686,150	621,283	3,503,165
Wastewater-Reserved	1,073,545	27,500		1,101,045
WWTP Capitalization Fees	6,251,837	130,856	90,932	6,291,761
WW Property Mgmt	60,668			60,668
Sanitation	(78,142)	310,938	333,538	(100,742)
Public Parking	(275,599)			(275,599)
Drainage	426,452	82,080	73,425	435,107
Wastewater Debt Service	1,014,812			1,014,812
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	223,247	188,579	223,314	188,512
LID Advance Payments	3,738			3,738
Police Retirement	1,381,492	14,996	13,695	1,382,793
Sales Tax	1,115			1,115
BID	172,129			172,129
Homeless Trust Fund	415			415
<b>GRAND TOTAL</b>	<b>\$38,496,513</b>	<b>\$3,596,052</b>	<b>\$5,524,213</b>	<b>\$36,568,352</b>



BUDGET STATUS REPORT  
TWO MONTH ENDED  
November 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$41,953	18%
	Services/Supplies	11,400	1,417	12%
Administration	Personnel Services	256,143	42,800	17%
	Services/Supplies	49,120	555	1%
Finance	Personnel Services	669,468	119,125	18%
	Services/Supplies	128,610	16,893	13%
Municipal Services	Personnel Services	1,100,049	207,975	19%
	Services/Supplies	487,725	142,844	29%
	Capital Outlay			
Human Resources	Personnel Services	213,211	35,942	17%
	Services/Supplies	51,650	3,686	7%
Legal	Personnel Services	1,101,327	202,573	18%
	Services/Supplies	98,853	7,619	8%
Planning	Personnel Services	521,558	89,643	17%
	Services/Supplies	37,350	5,810	16%
Building Maintenance	Personnel Services	350,898	53,774	15%
	Services/Supplies	146,875	15,730	11%
	Capital Outlay			
Police	Personnel Services	11,109,117	2,093,756	19%
	Services/Supplies	1,120,843	149,186	13%
	Capital Outlay	1,042,615	60,873	6%
Fire	Personnel Services	7,700,642	1,628,530	21%
	Services/Supplies	597,093	25,870	4%
	Capital Outlay	5,270,000	134,087	3%
General Government	Services/Supplies	49,250		
	Capital Outlay		7,595	
Byrne Grant (Federal)	Services/Supplies		4,056	
	Capital Outlay		2,694	
COPS Grant	Personnel Services			
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	561	2%
	Capital Outlay			
Streets	Personnel Services	2,138,021	440,926	21%
	Services/Supplies	680,080	83,783	12%
	Capital Outlay	80,000	8,500	11%
Engineering Services	Personnel Services	556,456	102,117	18%
	Services/Supplies	749,560	15,873	2%
	Capital Outlay			

BUDGET STATUS REPORT  
TWO MONTH ENDED  
November 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2015	PERCENT EXPENDED
Parks	Personnel Services	1,409,262	211,232	15%
	Services/Supplies	518,800	40,049	8%
	Capital Outlay	45,000	19,818	44%
Recreation	Personnel Services	575,554	93,217	16%
	Services/Supplies	143,430	7,500	5%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	838,421	154,846	18%
	Services/Supplies	50,920	3,712	7%
	Capital Outlay	47,792		
Total General Fund		<u>40,217,748</u>	<u>6,277,120</u>	<u>16%</u>
Library	Personnel Services	1,172,301	196,246	17%
	Services/Supplies	196,850	26,296	13%
	Capital Outlay	140,000	10,812	8%
CDBG	Services/Supplies	529,424	18,197	3%
Cemetery	Personnel Services	173,772	29,020	17%
	Services/Supplies	100,500	8,012	8%
	Capital Outlay	30,000	29,400	98%
Impact Fees	Services/Supplies	1,842,000		
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	75,535	14%
Insurance	Services/Supplies	372,000	174,785	47%
Cemetery Perpetual Care	Services/Supplies	127,500	8,072	6%
Jewett House	Services/Supplies	29,355	1,907	6%
Reforestation	Services/Supplies	2,000	1,220	61%
Street Trees	Services/Supplies	100,000	26,046	26%
Community Canopy	Services/Supplies	1,500	22	1%
CdA Arts Commission	Services/Supplies	7,300		
Public Art Fund	Services/Supplies	324,000	20,135	6%
Total Special Revenue		<u>5,672,502</u>	<u>625,705</u>	<u>11%</u>
Debt Service Fund		<u>882,660</u>		

BUDGET STATUS REPORT  
TWO MONTH ENDED  
November 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	555,000		
Seltice Way Sidewalks	Capital Outlay	79,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000	9,886	20%
Levee Certification	Capital Outlay	498,000		
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000		
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000		
Ironwood / US 95	Capital Outlay	120,000		
Total Capital Projects Funds		<u>2,842,000</u>	<u>9,886</u>	<u>0%</u>
Street Lights	Services/Supplies	584,150	6,957	1%
Water	Personnel Services	1,965,322	343,775	17%
	Services/Supplies	4,319,099	104,763	2%
	Capital Outlay	2,026,000	165,187	8%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	424,278	17%
	Services/Supplies	7,060,119	177,711	3%
	Capital Outlay	4,520,000	253,494	6%
	Debt Service	2,178,063		
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	608,044	16%
Public Parking	Services/Supplies	167,896	10,670	6%
	Capital Outlay			
Drainage	Personnel Services	107,327	20,232	19%
	Services/Supplies	819,980	3,657	0%
	Capital Outlay	330,000	14,700	4%
Total Enterprise Funds		<u>33,672,414</u>	<u>2,133,468</u>	<u>6%</u>
Kootenai County Solid Waste		2,300,000	223,247	10%
Police Retirement		170,900	27,856	16%
Business Improvement District		186,000		
Homeless Trust Fund		5,000	415	8%
Total Fiduciary Funds		<u>2,661,900</u>	<u>251,518</u>	<u>9%</u>
TOTALS:		<u><u>\$85,949,224</u></u>	<u><u>\$9,297,697</u></u>	<u><u>11%</u></u>