



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

## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members Gabriel, English & Wood**

**July 7, 2025, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

## **AGENDA**

**\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

**Item 1** Approval of Amendments to the Records Retention Manual

**STAFF REPORT BY:** Renata McLeod, City Clerk/ Municipal Services Director

**Item 2** Approval of a Professional Services Contract with DOWL for the River's Edge PUD Traffic Mitigation Plan

**STAFF REPORT BY:** Chris Bosley, City Engineer

## **ADJOURNMENT**

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,  
and on Facebook live through the City's Facebook page.**

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** July 7, 2025

**FROM:** RENATA MCLEOD, CITY CLERK/MUNICIPAL SERVICES DIRECTOR

**SUBJECT: APPROVAL OF AMENDMENTS TO THE RECORDS RETENTION  
MANUAL**

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**DECISION POINT:** Should Council approve amendments to the Records Retention Manual?

**HISTORY:** On December 5, 2006, the City adopted Resolution No. 06-075 (amended by Resolution Nos. 14-036, 16-056, and 23-055) approving a records retention manual as required by Idaho Code § 50-907(5). Upon review of the manual, it was found that several department record custodians needed to be updated. Please note the following changes to be integrated into the full manual.

The following are the designated municipal records managers:

City Clerk Renata McLeod  
Official City Municipal Records Manager

Department Records Manager

Department

~~Sherrie Badertscher~~ Jo Anne Mateski

Administration

Ted Lantzy

Building

~~Kris Beyer~~ Janelle Sells

Finance

Katie Hirst

Fire

Melissa Tosi

Human Resources

Juanita Knight

Legal

~~Michael Priest~~ Elizabeth Westenburg

Library

Alison Palmer

Municipal Services

Melissa Brandt

Parks and

Cemetery/Recreation

Traci Clark

Planning

~~Becky Mumford~~ Natalie Moss

Police

Suzanne Sims

Streets

Maintenance/Engineering

Torri Green

Wastewater

Felicia Bruyette

Water

Randy Adams, City Attorney

Legal Counsel

**FINANCIAL:** There is no financial impact for this amendment.

**DECISION POINT/RECOMMENDATION:** Council should approve the proposed amendments to the Records Retention Manual.

## **GENERAL SERVICES/PUBLIC WORKS STAFF REPORT**

**DATE:** July 7, 2025  
**FROM:** CHRIS BOSLEY, CITY ENGINEER  
**SUBJECT:** APPROVAL OF A PROFESSIONAL SERVICES CONTRACT  
WITH DOWL FOR THE RIVER'S EDGE PUD TRAFFIC  
MITIGATION PLAN

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**DECISION POINT:** Should City Council approve a Professional Services Agreement with DOWL for the River's Edge PUD Traffic Mitigation Plan?

**HISTORY:** A condition placed on the River's Edge PUD modification south of Seltice Way, and included in the Development Agreement, requires that the owner, River's Edge Apartments, LLC, (Lanzce Douglass), pay to have a traffic mitigation plan completed by the consultant of the City's choice. DOWL is on the City's on-call consultant roster for traffic engineering. The City worked with DOWL to develop a scope of work that addresses the City's concerns regarding additional traffic on Seltice Way. The traffic mitigation plan will identify traffic deficiencies on Seltice Way, specifically at Atlas Road, Riverstone Drive, and Northwest Boulevard, and identify mitigation measures that could be used to address the deficiencies. Although the owner is not required to fund the actual mitigation measures identified, the impact fees collected from the development can be used for their implementation.

**FINANCIAL ANALYSIS:** The City will pay DOWL to complete the traffic mitigation plan. Upon completion, River's Edge Apartments, LLC, will reimburse the City for these expenses.

**PERFORMANCE ANALYSIS:** Approval of the agreement allows DOWL to develop the traffic mitigation plan and identify mitigation measures for future implementation.

**RECOMMENDATION:** City Council should approve the Professional Services Agreement with DOWL for the River's Edge PUD Traffic Mitigation Plan.

**PROFESSIONAL SERVICES CONTRACT**  
**between**  
**The City of Coeur d'Alene and DOWL**  
**For River's Edge PUD Traffic Mitigation Plan**

This Contract is entered into this 25th day of June, 2025 by and between the City of Coeur d'Alene, herein referred to as the "CITY", 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, and the DOWL, 15325 SE 30<sup>th</sup> Place, Suite 300, Bellevue, Washington, 98007, herein referred to as the "CONTRACTOR," Witnesseth:

**WHEREAS**, the CITY and River's Edge Apartments, LLC, have agreed to the terms of a Development Agreement; and

**WHEREAS**, pursuant to the Development Agreement, River's Edge Apartments, LLC, has agreed to fund a Traffic Mitigation Plan for two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection; and

**WHEREAS**, pursuant to the Development Agreement, the City selected DOWL to prepare the Traffic Mitigation Plan contemplated by the Agreement.

**NOW, THEREFORE**, the parties hereto do mutually understand and agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide, the services described in Attachment A in order to provide for River's Edge PUD Traffic Mitigation Plan.

2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. The parties understand hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, workers compensation, or social security (FICA) withholding.

3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on June 25, 2025, and shall continue until completion of the analysis and delivery to the CITY.

5. **SCOPE OF SERVICES.** The River's Edge Traffic Mitigation Plan Scope of Services is as set forth in the ATTACHMENT A, which by this reference is made a part hereof.

6. **COMPENSATION.** Reimbursement shall be on a Time and Materials Basis, not-to-exceed total of \$27,630.00 without written approval of the CITY. CONTRACTOR shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in ATTACHMENT B. To be consistent with services actually rendered, CONTRACTOR may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CITY'S prior approval.

7. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the City of Coeur d'Alene that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest occur during the performance of this contract, it will be disclosed and managed according to the wishes of the parties.

8. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

9. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

10. **REPORTS AND INFORMATION.** The CONTRACTOR will provide all final written reports and corresponding information included in appendices to CITY. This transmittal constitutes receipt of the draft and final written deliverables.

11. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

12. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or

liability to the extent caused by the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees. CONTRACTOR's defense obligations for professional liability under this clause means only the reimbursement of reasonable defense costs to the proportionate extent of CITY's actual liability obligation hereunder.

**13. STANDARD OF CARE.** CONTRACTOR will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and CONTRACTOR cannot provide any warranty or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the City are specifically objected to.

**14. LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

**15. SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

**16. ATTACHMENT.** Attachment A "Scope of Services" and Attachment B "Detailed Estimate and Fee Tables" are attached hereto, which by these references are made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

DOWL

CITY OF COEUR D'ALENE

BY: \_\_\_\_\_  
Adam Miles  
Project Manager, DOWL

BY: \_\_\_\_\_  
Woody McEvers, Mayor  
City of Coeur d'Alene

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**RIVER’S EDGE TRAFFIC MITIGATION PLAN**

**Project Description**

The River’s Edge Traffic Mitigation Plan will analyze the impacts to traffic operations due to construction of the Planned Unit Development (PUD) of River’s Edge. CONTRACTOR will provide recommendations to mitigate adverse impacts that the City of Coeur d’Alene will implement in future developments and projects in the project area.

**Project Schedule**

The project schedule anticipated notice to proceed (NTP) by June 25, 2025. CONTRACTOR will provide a draft Traffic Mitigation Plan for review 12 weeks after receipt of NTP. CONTRACTOR will incorporate comments and provide the final Traffic Mitigation Plan to the City.

**Definitions and Abbreviations**

Project: River’s Edge Traffic Mitigation Plan  
Contractor: DOWL  
City: City of Coeur d’Alene

**Phase 1: Traffic Mitigation Plan**

**Task 1: Project Management**

CONTRACTOR will develop an abbreviated project management plan and schedule to monitor the project objectives. This task establishes clear communication channels between members of the project team and other departments, agencies, and stakeholder groups. It includes updates to the project schedule, budget, and resource planning to ensure the project is delivered efficiently.

**Task 2: Existing Conditions Analysis**

Under this task, CONTRACTOR will review all relevant planning documents and available data provided by the City to inform the historical and future context of traffic concerns. This will include a review of previous traffic studies and relevant City plans. A description of the study area will be made, including the intersection control and operations, functional classification, roadway cross-section, and posted speed.



The following assumption(s) are related to this task:

- City will provide current copies of all relevant traffic studies and City plans to CONTRACTOR.
- There will be three study intersections based on proximity to the Project:
  - Seltice Way and Northwest Boulevard
  - Seltice Way and Riverstone Road
  - Seltice Way and Atlas Road

***Deliverables: Included in Task 3***

**Task 3: Draft Traffic Mitigation Plan**

CONTRACTOR will evaluate the traffic impacts due to construction of the River's Edge PUD. The analysis will include studies of the intersection operations for the following scenarios:

- 2027 – No-Build (AM and PM Peak Hours)
- 2027 – Build Year (AM and PM Peak Hours)
- 2047 – 20 years beyond Build Year (AM and PM Peak Hours)

The number of trips generated by the modifications to the River's Edge PUD will be based on the approved Technical Memorandum for the PUD Modification<sup>1</sup>.

Trip distributions will be determined from the existing traffic counts. The added project traffic will then be superimposed on the future traffic volumes to determine the expected traffic operating conditions once the development is built and fully operational. CONTRACTOR will coordinate with the Kootenai Metropolitan Planning Organization (KMPO) to obtain the regional travel demand model's base and forecast model volumes for the project area. Future forecast volumes will be post-processed using NCHRP 765 methodology.

Street facilities and intersections that fall below minimum acceptable thresholds will be identified for future mitigation measures. Typical mitigation measures can include traffic control strategies, signal timing adjustments, intersection or roadway widening, and access management techniques. Transportation performance will be compared to City and State of Idaho operational standards.

The following assumption(s) are related to this task:

- No microsimulation or queuing analysis using SimTraffic or VISSIM will be required.

***Deliverables: Draft Traffic Mitigation Plan***

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<sup>1</sup> PUD Modification – LOS Analysis, Whipple Consulting Engineers, November 1, 2022.

#### **Task 4: Comment Review and Final Traffic Mitigation Plan**

CONTRACTOR anticipates a comment review meeting will be held virtually or in-person. CONTRACTOR will compile City comments into a comment response log and incorporate changes to the Traffic Mitigation Plan. The final version of the Traffic Mitigation Plan and the final comment response log will be submitted to the City.

The following assumption(s) are related to this task:

- There will be one round of comment review and response.
- There will be one virtual or in-person meeting to discuss comments on the draft Traffic Mitigation Plan.

***Deliverables: Comment Response Log, Final Traffic Mitigation Plan***

#### **Task 5: QA/QC Plan**

CONTRACTOR will implement internal QA/QC procedures as outlined in the Project Quality Plan (PQP). Each major deliverable will undergo both a technical-level and senior-level quality control (QC) review. A general outline of CONTRACTOR's quality management process is as follows:

- Technical QC and Comment Resolution
- Senior QC and Comment Resolution
- Final PM Review

**ATTACHMENT B**

**DETAILED ESTIMATE AND FEE SCHEDULES  
RIVER'S EDGE TRAFFIC MITIGATION PLAN**



Project: River's Edge Traffic Mitigation Plan Client: City of Coeur d'Alene Project or Contract #: 6/23/2025							Prepared By: D. Vernon Reviewed By: A. Miles
Summary							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 1: Traffic Mitigation Plan	1	Project Management	14	\$ 2,630.00	\$ -	\$ -	\$ 2,630.00
	2	Existing Conditions Analysis	10	\$ 1,500.00	\$ 1,600.00	\$ -	\$ 3,100.00
	3	Draft Traffic Mitigation Plan	88	\$ 13,520.00	\$ -	\$ -	\$ 13,520.00
	4	Comment Review and Final Traffic Mitigation Plan	38	\$ 6,040.00	\$ -	\$ -	\$ 6,040.00
	5	QA/QC Plan	12	\$ 2,340.00	\$ -	\$ -	\$ 2,340.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____		Subtotal	162	\$ 26,030.00	\$ 1,600.00	\$ -
TOTAL			162	\$ 26,030.00	\$ 1,600.00	\$ -	\$ 27,630.00