

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

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.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

NOVEMBER 1, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Stuart Bryan, Trinity Church

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PRESENTATION:

1. GREAT STREETS DESIGNATION FOR SHERMAN AVENUE

**Presented by: Mike Ray, Region 2 Representative for the Idaho Chapter
of the American Planning Association**

F. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilperson that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 18, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services and Public Works Committee Meetings held October 24, 2016.
4. Setting of General Services and Public Works Committees meetings for November 7, 2016 at 12:00 noon and 4:00 p.m. respectively.

5. Approval of a Beer and Wine License transfer from the Garnet Café to Vita Fortunata, LLC., 315 W. Walnut Avenue; Jessica Stephens; and Ryan Foti

Recommended by the City Clerk

6. Resolution No. 16-057

- a. Approval of the purchase of six Police Patrol Vehicles
- b. Approval to Apply for 2016 Edward Byrne Justice Assistance Grant
- c. Agreement with 418 East Lakeside LLC to allow Existing Windows on West Side of Building to Remain in Place Pending Future Development of Neighboring Property
- d. Approval of an Encroachment Agreement with 418 East Lakeside LLC for a Permanent Handicap Ramp Partially Within the City's Right of Way on 5th Street

As Recommended by the General Service Committee

As Recommended by the Public Works Committee

F. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

G. ANNOUNCEMENTS

1. City Council
2. Mayor

H. GENERAL SERVICES

1. **Resolution No. 16-058** - Amended Professional Service Agreement with Welch Comer & Associates for City/County Parking shared parking long, final design, and CPS

Staff Report by Bill Greenwood, Parks and Recreation Director

I. OTHER BUSINESS

1. **Resolution No. 16-059** – Approval of Grant Deed for Water Main Easement and an Agreement for Water Hook-Ups to Provide Water Service – Margaret W. Reed Foundation

Staff Report by Terry Pickel

2. **Resolution No. 16-060** – Authorizing Institution of Condemnation Proceedings to Acquire Right-of-Way from Rouse Properties for the Government Way Project

Staff Report by Randy Adams

3. **Resolution No. 16-061** – Approval of Service Agreement for Therapeutic Pool Use between City of Coeur d'Alene Recreation Department and Kootenai Health Rehabilitation Services Department

Staff Report by Bill Greenwood

J. EXECUTIVE SESSION: Idaho Code 74-206 Section (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

K. ADJOURNMENT:

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

November 1, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Edinger, English, 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

October 18, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room October 18, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Mike Slothower with the River of Life Friends Church provided the invocation.

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

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

1. Approval of Council Minutes for the October 4, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services and Public Works Committee Meetings held October 10, 2016.
4. Setting of General Services and Public Works Committees meetings for October 24, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of SS-4-16, Final Plat for Gina's Place; 321 W. Davidson Avenue
6. Approval of a Beer and Wine License to Cosmic Cowboy, Steven Eller, LLC.; 412 W. Haycraft Avenue (New).
7. **Resolution No. 16-056 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1ST THROUGH DECEMBER 2ND FOR THE ANNUAL CITY LEAF PICK UP PROGRAM; APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BDPA, INC. FOR A CLASSIFICATION AND COMPENSATION STUDY; APPROVING AMENDMENTS TO THE CITY'S**

RECORDS RETENTION MANUAL; APPROVING A THIRD SUPPLEMENTAL TO OPTION AND LEASE AGREEMENT WITH T-MOBILE TO ALLOW INSTALLATION OF ADDITIONAL ANTENNAS AND AN ADJUSTMENT IN LEASE RATES FOR THE INDUSTRIAL STANDPIPE; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2017 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECT; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR A COMPREHENSIVE WASTEWATER RATE STUDY UPDATE.

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

PUBLIC COMMENTS: Mayor Widmyer noted that public comments related to the Seltice Way Design would be taken after the Staff Report presentation.

Council Interaction: Shane Greenfield, Coeur d'Alene, felt that Councilmember Gookin's September 28, 2016 Facebook posting regarding Ignite CDA was inaccurate. He suggested the City have a social media policy for public officials to ensure accurate information is being provided to the public.

St. Vincent de Paul Lease: Susan Snedaker, Coeur d'Alene, noted that the City entered into a Lease Agreement with St. Vincent de Paul on May 2, 2011 for 106 Homestead Avenue. The Agreement required annual payments that were not made until 2016, with St. Vincent de Paul collecting \$3,500 a month in rent. In 2016, the City settled for \$67,564.41, with a balance owed was over \$82,000. St. Vincent continues to lease land at 102 Homestead. Mayor Widmyer noted that he would be willing to meet with her to discuss the numbers, as those numbers were incorrect.

COUNCIL ANNOUNCEMENTS:

Mayor Widmyer requested the appointments of various student representatives.

MOTION: Motion by Gookin, seconded by McEvers to approve the appointment of Sydney Morrison and Alternate Hannah Daniels to the Arts Commission; Madison/Mackenzie Jansen Joint Representatives to the Ped/Bike Commission; Maya Burgess and Alternate Lily Foster to the Parks & Rec Commission; Cassidee Smidt and Alternate Isabel Bartosh to the Library Board; Natalie Goetz to the Childcare Commission; Caden Benzinger to CDA TV Committee; and Marie Michaelson to the Urban Forestry Committee. **Motion carried.**

The Mayor recognized Cub Scout Pac #228, who were in attendance at the meeting. He also recognized the Council for wearing pink in support of "Breast Cancer Awareness Month."

SELTICE WAY REVITALIZATION AND BIKE LANE PROJECT.

STAFF REPORT: Engineering and Street Department Superintendent Tim Martin noted that last Monday staff presented this item to the Public Works Committee, specifically options for the bike lane and are looking for a decision regarding buffered path or protected path. Matt Gillis, Senior Project Manager with Welch Comer, noted that there are several partners including Ignite CDA, Post Falls Highway District, Hayden Area Regional Sewer Board, that have been working with the City on the Seltice Way Revitalization Project. He noted that the road project goes through the east edge of Huetter/Seltice intersection to the where Seltice Way crosses over the Centennial Trail. The City was awarded a small federal aid grant for a shared use path project connects from the on the South side of Seltice at Centennial Trail to Northwest Boulevard. He reviewed the public outreach efforts, noting that he has had approximately 12 meetings in the past 8 weeks. He provided an overview of the roadway project area including the intersections at Grand Mill and Atlas. He noted that the original design was to remove the median and bring the traffic together. A few weeks ago, they looked at a better performance option of a roundabout for both intersections. The majority of the people at the public meeting were supportive of the roundabout. He reviewed the criteria for selecting a one and their advantages over a signalized intersection such as noise, accidents, cost, performance, pedestrians and bicycles. Mr. Gillis presented the roadway width demonstrating on-street bike lanes versus separated bike lanes. They would continue to propose the same number of vehicle lanes. For on-street lanes, they are proposed to have a two-foot buffer, five-foot bike lane, then a 12' shared use path. The separated bike lane is similar, with a curb and a four-foot buffer before the dedicated one-way bike land and a 12' shared use lane. Public input indicated the preference of an off-street bike facility, which both designs offer. Additionally, he presented the statistics of car versus bicycle conflicts over the past six years, with an understanding that the nature of the accident is an important element. The majority of accidents do not occur when bikes and vehicles are traveling in the same direction. Sixty percent of the accidents occur because of wrong way bicycling. He noted that the City Department Heads met and provided input regarding the elements that should be considered in the design plan in addition to the public input. Specifically, emergency services appreciated the additional lane width available for use during an emergency, the Street Department was concerned with snow storage, the Park Department felt the current trail standards could be met, and Planning and Engineering felt the on-street bike lane design was the best option. The Department Heads unanimously voted for the on-street bike lane. He noted that the Coeur d'Alene Pedestrian Bicycle Committee Infrastructure sub-committee like the 35 MPH, roundabouts at Grand Mill and Atlas, however; split about the on-street versus a separated bike facility. The recommendation is the on-street buffered bike lane rather than a separated bike lane. He noted that the Community Mobility Institute Group meet in Boise and consisted of elected officials, bike user advocates, staff people regarding Seltice Way and also made the recommendation of the on-street buffered bike lane.

DISCUSSION: Councilmember McEvers asked if there would be cost savings by using a roundabout versus the traffic signals. Mr. Gillis noted that any savings from the roundabout would not outweigh the cost of adding eight-feet of roadway for three miles. Councilmember Miller asked if on shared use path would be smaller with the buffered design. Mr. Gillis clarified that both design will have a 12' shared use lane.

PUBLIC COMMENTS CONTINUED:

Teresa Moran, Coeur d'Alene, noted that she is an avid cyclist; and is happy the Council is talking about bike lanes. She would prefer to be off road but not within a shared use path, as training for Ironman does not mesh with dog walkers and pedestrians. The ideal solution for her would be a bike lane separate off road. She also noted that she would appreciate the speed limit reduction to 35 mph.

Katelyn Kelly and John Kelly, Coeur d'Alene, (shared their public comment time). Mr. Kelly noted that he is the President of Bike CDA and pedestrian bicycle representative for the Kootenai county area transportation team. He noted his past experience working in law enforcement during which he received training in crash scene investigations. He noted that the proposal that staff is recommending has no vertical element to provide a physical protection to the bicyclist from vehicles. He reviewed data regarding the 2014 traffic count on Seltice Way and found that there are up to 11,000 vehicles per day traveling the road. He referenced a recommendation chart that utilizes vehicle volume and speed to determine the type of bike facility that is best for that area. Based on the chart the recommended facility is not the correct one for this roadway, because 70% accidents are sidewalk related, not wrong way riding in the street. When he asked people why they ride on the sidewalk, they tell him it is fear and they are seeking a physical separation from the vehicular traffic. Without vertical separation, they are subject to be hit from behind. Mr. Kelly noted that he anticipates seeing more bicyclists using the shared use path, which will conflict with those walking and jogging. Greatest fear is a different type of crash, wherein riders that are more confident will choose to ride in the street. There are other types of separated bike lanes. He referred to Rick Feldman, a local triathlete, who was hit from behind on a frontage road and was lucky to survive. This accident is an example of the type of crash that they predict from this type of roadway design.

Mike Fuller, Coeur d'Alene, noted that he serves on the Pedestrian Bicycle Committee. He noted that the engineer and staff have done a great job gathering public input. However, he felt that the Pedestrian Bicycle Committee has not had input for a long time. The Committee is planning to bring forward an Ordinance for the Council to adopt a complete street proposal that would ensure their input. He noted that as a commuter bicyclist he would prefer to be as far away as possible from traffic and be protected. He mentioned that large amount of apartments along Seltice Way that will benefit from the safety of a separate path. He would like a buffered zone or an element to alert people to cyclists. Painting of the bike path area is successful for other communities and the city should look to raise the bar above minimum standards for the future.

Mac Cavasar, Coeur d'Alene, said he is the current chair of the Bicycle Pedestrian Infrastructure sub-committee and served on the Community Mobility Institute Group. The Bicycle Pedestrian Infrastructure sub-committee did look at the design for Seltice Way and was in full support of that roadway design. The intersection of where the trail system meets at Northwest Boulevard will have some traffic flow issues, which have always been a problem. The sub-committee also looked at the Michigan left web system in front of Coeur d'Alene Honda and supports that design. There was a split of opinion between the two bike facilities proposed; however, within the committee they agreed that some type of indicator within the design is needed, such as lines

painted green. The largest concern was speed and they expressed support of the roundabouts. The redesign of the area was intended to be traffic calming and provide safety zones for bikes and transportation. He was pleased that the efforts have come this far.

STAFF REPORT CONTINUED: Mr. Martin noted that the Centennial Trail sidewalk to Northwest Boulevard is being coordinated with ITD as well as Ironwood signalization. Mr. Gillis said that there are other methods of determining what bike facility to use; however, the buffered bike lane is better than any other bike facility the City currently has, and it meets AASHTO (American Association of State and Highway Transportation Officials) and NACTO – (National Association of City Transportation Officials) standards. He reviewed the Coeur d’Alene Honda “Michigan left,” explaining that it moves traffic west bound, immediately into turn lane, then it curls around through the median then another left to end up east bound. They are recommending a 35 MPH speed limit, which requires more than just signage changes, such as narrowing of lanes. The roundabout will provide some of that traffic calming and they will include some meandering of the lane alignments as vehicles move in and out of the roundabout.

DISCUSSION: Councilmember McEvers asked for clarification regarding vertical elements and how they would work with snowplows and sweepers. Mr. Martin noted that there are no examples within the City of Coeur d’Alene, but other cities have used these devices. Deciding to use these would come down to how much road to give to it and he clarified that he needs 11’ to plow. Councilmember McEvers asked if paint and rumble stripes could be paid for out of any project savings. Mr. Martin clarified that there would be a cost to the paint and maintenance. He noted that there are technological items that measure the bike traffic and change the light, but feedback from the bicycle community is that it might make the ground slick. Councilmember Gookin said that he rides his bike within McEuen where there is a bike lane and a shared use path and find that users do not differentiate the paths. Therefore, he does not see how two lanes on Seltice Way will keep bikes in the lane, especially with it being one-way traffic. His recommendation is to have a wider shared use path with a nice bike lane in the street where they can ride faster than 15 miles per hour. Councilmember Miller asked if the same design would carry forward to Northwest Boulevard. Mr. Gillis explained the scope is to just build the shared use on the south side of Seltice and restripe the areas from the roadway project to Northwest Boulevard. Councilmember English acknowledged that the design could not meet everyone’s visions, and wondered how many people that will be using the facility will be the fast pace hard-core training. Mr. Gillis clarified that this is not a black and white process, as they are differing opinions and separated bike lane is not bad everywhere, and may work great in a high urbanized areas that are different than what is needed on Seltice Way. Councilmember McEvers asked if the vertical buffer could be added later or seasonally. Mr. Martin clarified that there are possible items that can be added later. He would recommend placement in spring and remove in the fall for plow season, rather than purchasing specialized equipment, and confirmed there would be costs associated. Councilmember English clarified that he believes the facility needs to work with emergency vehicles. Councilmember Edinger asked if there was any property acquisition needed for roundabout. Mr. Martin clarified that additional property is needed. Councilmember English asked if the Council get to weigh in on the roundabouts. Mayor Widmyer clarified that the final plan will come back to Council. Councilmember Evans noted that she served on the Community Mobility Group and she spent several days in Boise studying Seltice Way and to see the plans coming together is very exciting. She clarified that the

backbone of all the discussions was safety. As an avid cyclist, her preference is to be on the road, but that is not the same for all cyclists. She agrees it is a grey area but looks forward to a bike lane on Seltice Way. Councilmember Miller would like staff to look for additives that would make the bike lane more visually safe and shorten the buffer between shared use and bike lane.

MOTION: Motion by Gookin, seconded by Evans to recommend staff proceed with a bike path on-street, with a shared path off-street within the Seltice Way project. **Motion Carried**

RECESS: Motion by McEvers, seconded by Miller to recess to a Joint Workshop with Ignite CDA on Friday, October 28, 2016 at 12:00 (noon) in the Library Community Room, 702 Front Avenue. **Motion carried.**

The meeting adjourned at 7:17 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

October 24, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

CITIZENS

Kathy Sims
Frank Davis

STAFF

Juanita Knight, Senior Legal Assistant
Lee White, Chief of Police
Bill Greenwood, Parks & Recreation Director
Sam Taylor, Deputy City Administrator
Randy Adams, Chief Civil Deputy City Attorney

Item 1. Police Vehicle Purchase.
(Consent Resolution 16-057)

Chief White is requesting authorization to purchase six patrol vehicles. Chief White noted in his staff report that the department has six vehicles that need to be replaced immediately and three more that are becoming very costly to maintain due to age and mechanical condition. The Chief explained that the replacement cycle for a fleet of our size is 5 vehicles per year; however, the department has only replaced five or more patrol vehicles two of the last six years. Some of those replacement vehicles were to replace cars wrecked in accidents which required the department to continue to utilize vehicles that should have been retired. The total cost for six patrol vehicles and all required equipment is estimated to be approximately \$374,148. No police vehicles were included in the fiscal year 16/17 budget; however, the Police Department is estimated to be \$452,371.88 under budget for fiscal year 15/16 and, as discussed during the budget workshops, these funds were requested to be carried over for this purpose.

Council Member Miller asked what will happen with the vehicles they are replacing. Chief White said they are of very little to no value and they will be designated surplus and sold at auction.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-057 authorizing the Police Department to purchase six patrol vehicle. Motion Carried.

Item 2. Amended Professional Service Agreement for City / County Parking.
(Agenda)

Bill Greenwood, Parks & Recreation Director, is requesting Council authorize an amendment to the Professional Service Agreement between the City and Welch Comer & Associates, Inc. (ref. Resolution No. 15-066 adopted December 2, 2015) to include the City/County shared parking lot, final design, and construction phase system. Mr. Greenwood explained in his staff report that Welch/Comer has an existing Service Agreement with the City for the Mullan Road realignment project. Welch Comer also provided the preliminary engineering report to the County for this shared parking design which provided the engineers opinion of probable cost for the project. Council approved a MOU with the County to build this shared parking lot on October 4, 2016 (ref. Resolution No. 16-054) and we are moving forward with directive from Council. There is no financial capital outlay for this amendment to the Professional Services Agreement to the City other than staff time to work with the firm to construct the shared parking lot. The County will give the City \$1,323,000 to

build this parking lot with a completion date of November 30, 2017. With the approved Memorandum of Understanding, the County will give the City \$150,000, and once a qualified contractor is selected for the project we will receive the remaining balance of the \$1,323,000 from the county to construct the shared parking.

Council Member Miller commented that she doesn't feel this item should be a consent calendar item, but an agenda item for full council review. Bill Greenwood noted that we've done these type of agreements before, where we've extended the scope of work. Sam Taylor also commented that this is a routine item. It is simply acknowledging that Welch Comer will continue on doing similar work in the same area that they've already been doing. From a staff perspective, this is a routine item, as there is no additional funding in associated with this amendment. Bill Greenwood added that the funding for the project itself, for the shared parking, is already a part of the package. This will include those companion projects that will come back to Council at a later date.

This item is forwarded to full City Council for consideration without a recommendation by the General Services Committee.

**Item 3. Request to apply for the 2016 Edward Byrne Justice Assistance Grant.
(Consent Resolution 16-057)**

Chief White is requesting Council allow the Police Department to apply for and accept, if granted, a total of \$41,075 from the Edward Byrne Memorial Justice Grant administered through the Idaho State Police. The grant allows the Police Department to purchase Cellbrite UFED Pro Series components for a complete forensic capability for mobile devices to be used in a regional capacity. Chief White explained the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs. The Department has used this program in the past to improve the law enforcement capabilities of the region including the recent addition of a 3D crime scene scanner system; the first of its kind for the state. The system will be deployed much like our FARO system; a regional asset to benefit all of our citizens and give credible, reliable evidence to law enforcement investigations. The system will be used only in accordance with local, state and federal law and the training provided.

Council Member Edinger said "there are no City matching funds needed." Chief White said that is correct. He noted that part of the reason they are doing this is to have the ability to help other agencies by having this piece of equipment. The City's PD will be the only agency with this type of equipment.

Council Member Evans asked for clarification of this this equipment is. Chief White said it is a single devise that is loaded with software which includes a 3 year warranty with any updates. It also includes training for officers up to 3 officers, he believes.

Council Member Miller asked about ongoing costs. Chief White said there will continue to be updates needed, even after the 3 years, however, he doesn't believe the costs will be substantial.

Council Member Miller asked about cyber security. Chief White said this is a standalone piece of equipment, that is not networked, that you plug a mobile device into. Council Member Miller asked to clarify that a warrant is needed before an officer can plug a mobile device into this Cellbrite equipment. Chief White said that is correct. The officer must have a signed warrant from a Judge indicating what the officer is looking for and the reason for it.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-057 allowing the Police Department to apply for and accept if granted, the 2016 Edward Byrne Grant for the purchase of a regionally deployed Cellbrite complete mobile forensics suite for criminal investigation. Motion Carried.

The meeting adjourned at 12:16 p.m.

Respectfully submitted,
[Juanita Knight](#)
Recording Secretary

**PUBLIC WORKS COMMITTEE
MINUTES
October 24, 2016
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Dan English

STAFF PRESENT

Ted Lantzy, Senior Building Inspector
Randy Adams, Deputy City Attorney
Juanita Knight, Senior Legal Assistant
Tim Martin, Engineering & Streets Supt.
Jim Hammond, City Administrator
Sam Taylor, Deputy City Administrator

Item 1 Agreement with 418 East Lakeside LLC to allow existing windows to remain in place pending future development of neighboring property.

Consent Calendar

Ted Lantzy is requesting Council approve an Agreement with 418 East Lakeside LLC regarding the continued use of the windows located on the west exterior wall. Mr. Lantzy noted in his staff report that representatives of 418 East Lakeside LLC, located at 418 and 422 E. Lakeside Ave., have requested that they be allowed to replace existing windows to bring them into compliance with the adopted energy code on the west side of its building, and not infill them with fire-rated construction at this time. All other proposed work to the west exterior wall shall comply with the current code. The property to the west of the building is currently a parking lot. 418 East Lakeside LLC has agreed that, in the event the parking lot is developed for a structure, it would comply with then current Codes regarding whether the windows can be maintained or would have to be removed and the openings infilled with fire-rated construction. It is consistent with the adopted Existing Building Code to allow the windows to remain if no changes were made.

MOTION: Motion by English, seconded by McEvers, to recommend that Council approve Resolution 16-057, authorizing an Agreement with 418 East Lakeside, LLC regarding the continued use of windows located on the west exterior wall. Motion carried.

Item 2 Encroachment Agreement with 418 East Lakeside LLC.

Consent Calendar

Tim Martin is requesting Council approve an Encroachment Agreement with 418 East Lakeside LLC. Mr. Martin noted that representatives of 418 East Lakeside LLC have requested an encroachment permit for a handicapped ramp at or near the southwest corner of E. Lakeside Ave. and 5th Street to provide ADA access to its facility located at 418 and 422 E. Lakeside Ave. In order to construct the permanent ramp in accordance with Code, the ramp would encroach approximately five (5) feet into the City's right-of-way. After construction, the remaining sidewalk for pedestrian traffic would still be eight (8) feet wide and in compliance with City Code and the ADA. The Agreement proposed would require 418 East Lakeside LLC to construct and maintain the ramp in a manner consistent with current Codes and in a safe and clean condition, and at its sole cost. The Agreement requires 418 East Lakeside LLC to indemnify, hold harmless, and defend the City from claims for damages arising out of the construction, maintenance, and

use of the ramp, and to maintain liability insurance naming the City as an additional insured. The Agreement allows for termination in the event that future road construction renders the encroachment inconsistent with then applicable Codes.

MOTION: Motion by English, seconded by McEvers, to recommend council approve Resolution 16-057, authorizing an Encroachment Agreement with 418 East Lakeside LLC for a handicap ramp at or near the southwest corner of E. Lakeside Ave. and 5th Street. Motion carried.

**Item 3 2016-2017 Snow Plan.
Presentation Only**

Tim Martin, Street Superintendent, is requesting Council approve the 2016-2017 Snow Plan. Mr. Martin explained in his staff report that each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2016- 2017 Snow Plan summary will be made available at the Council Mail Room, Coeur d’Alene Police and Fire Departments and at the Street Maintenance Department office. The proposed Snow Plan update is an annual “housekeeping” action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is one the department’s means of educating the public on city snow removal policies. The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. The overall objective is to continue to provide the citizens with “State of the Art” plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 38 hours.

Changes and reminders for the 2016- 2017 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Added Assistant Superintendent or a designee

The meeting adjourned at 4:25p.m.

Respectfully submitted,

Juanita Knight for
Amy C. Ferguson
Public Works Committee Liaison

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

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

[Office Use Only] Amt Pd 37.50
 Rec No 1101872
 Date 10-14-10
 Date to City Council: 11-1-10
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service Nov 1

Check the **ONE** box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<i>Check one box below</i>		
<input checked="" type="checkbox"/>	Transfer of ownership of a City license from <u>The Garnet, LLC</u> to <u>Vita Fortunata, LLC</u> with current year paid For fee add the following : Beer-to go <u>only</u> \$6.25 <u>Beer- Can, Bottled only Consumed on premise</u> \$12.50 <u>Beer-Draft, can, bottled COP</u> \$25 <u>Wine</u> additional \$25 <u>Liquor</u> \$25	Total \$ <u>37.50</u>
<input type="checkbox"/>	New Application	<u>Transfer ownership only - Name still Garnet</u>

Name of Applicant	<u>Vita Fortunata, LLC</u>
Name of business where alcohol will be served	<u>The Garnet Cafe</u>
Business Physical Address	<u>315 E. Walnut Ave Coeur d'Alene 83824</u>
Business Mailing Address	
Business Contact	Business Telephone : <u>691-2364</u> Fax: Email address: <u>thegarnetcafe@cmceil.com</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Jessica Stephens, Ryan Foti</u>

RESOLUTION NO. 16-057

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 AUTHORIZING THE PURCHASE OF SIX (6) POLICE PATROL VEHICLES; AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR A 2016 EDWARD BYRNE JUSTICE ASSISTANCE GRANT; APPROVAL OF AN AGREEMENT WITH 418 EAST LAKESIDE LLC TO ALLOW EXISTING WINDOWS ON WEST SIDE OF BUILDING TO REMAIN IN PLACE PENDING FUTURE DEVELOPMENT OF NEIGHBORING PROPERTY; AND APPROVAL OF AN ENCROACHMENT AGREEMENT WITH 418 EAST LAKESIDE LLC FOR A PERMANENT HANDICAP RAMP PARTIALLY WITHIN THE CITY'S RIGHT-OF-WAY ON 5TH STREET.

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 D," and by reference made a part hereof, which are summarized as follows:

- A) Authorizing the purchase of six (6) Police Patrol Vehicles;
- B) Authorizing the Police Department to apply for 2016 Edward Byrne Justice Assistance Grant;
- C) Approval of an agreement with 418 East Lakeside LLC to allow existing windows on west side of building to remain in place pending future development of neighboring property; and
- D) Approval of an Encroachment Agreement with 418 East Lakeside LLC for a permanent handicap ramp partially within the City's right-of-way encompassing 5th Street;

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 D" 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 1st day of November, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL
STAFF REPORT

DATE: October 14, 2016
FROM: Lee White, Chief of Police
SUBJECT: Police Vehicle Purchase

Decision Point: The Police Department requests authorization to purchase six patrol vehicles.

History: The Department has six vehicles that need to be replaced immediately and three more that are becoming very costly to maintain due to age and mechanical condition. The replacement cycle for a fleet of our size is 5 vehicles per year; however, the department has only replaced five or more patrol vehicles two of the last six years and some of those replacement vehicles were to replace cars wrecked in accidents which required the department to continue to utilize vehicles that should have been retired.

Financial Analysis: The total cost for six patrol vehicles and all required equipment is estimated to be approximately \$374,148. No police vehicles were included in the fiscal year 16/17 budget; however, the Police Department is estimated to be \$452,371.88 under budget for fiscal year 15/16 and, as discussed during the budget workshops, these funds were requested to be carried over for this purpose.

Performance Analysis: The Department has a continued need for patrol vehicles and this is a necessary purchase.

Decision Point: The Police Department requests authorization to purchase six patrol vehicles.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: **October 19, 2016**
FROM: **Sgt. Bill Tilson Jr.**
SUBJECT: **Request to Apply for 2016 Edward Byrne Justice Assistance Grant**

DECISION POINT: Staff requests that Council allow the Coeur d’Alene Police Department to apply for and accept if granted, a total of \$41,075 from the Edward Byrne Memorial Justice Grant administered through the Idaho State Police. The grant allows the Coeur d’Alene Police Department to purchase Cellbrite UFED Pro Series components for a complete forensic capability for mobile devices to be used in a regional capacity.

HISTORY: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs. The Department has used this program in the past to improve the law enforcement capabilities of the region including the recent addition of a 3D crime scene scanner system; the first of its kind for the state.

FINANCIAL ANALYSIS: The grant award is for \$41,075 for purchasing of a complete Cellbrite mobile forensics suite. The grant does not require a match and is used to purchase equipment that otherwise may not be procurable due to their cost. These funds will be used under the guidance of the grant requirements without additional cost to the City.

PERFORMANCE ANALYSIS: Mobile digital data is defining the outcome of criminal cases and requires a certified, forensically proven way to extract, filter, analyze and share insights quickly. It is very common for suspects of all crime, not just technology related, to possess multiple devices. Crime scenes can also have a multitude of devices from the victim, the suspect, and witnesses alike. This data is typically hard to collect and organize. Cellbrite UFED pro components, along with proper training, can allow our investigators to properly handle these devices and improve investigations significantly, collect vital digital evidence, and successfully prosecute criminals and work with victims on closure. This technology can extract texts, pictures, video, e-mails, calendars, etc. including deleted files, can decrypt certain data, and locate GPS data. In addition, the technology can collect call history and can compare across multiple devices to determine connections and patterns of a criminal enterprise. The software allows for easy filtering / searching. The user can make customized reports for attachment to criminal investigations for the criminal justice professionals who will need it and may not have the technical knowledge.

The system will be deployed much like our FARO system; a regional asset to benefit all of our citizens and give credible, reliable evidence to law enforcement investigations. The system will be used only in accordance with local, state and federal law and the training provided.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department to apply for and accept if granted, the 2016 Edward Byrne Grant for the purchase of a regionally deployed Cellbrite complete mobile forensics suite for criminal investigations.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 19, 2016
FROM: Ted Lantzy, Senior Building Inspector
SUBJECT: Approval of Agreement

DECISION POINT:

The Building Services Department requests that Council approve an Agreement between the City and 418 East Lakeside LLC regarding the continued use of the windows located on the west exterior wall.

HISTORY:

Representatives of 418 East Lakeside LLC, located at 418 and 422 E. Lakeside Ave., Coeur d'Alene, Idaho, have requested that it be allowed to replace existing windows to bring them into compliance with the adopted energy code on the west side of its building, and not infill them with fire-rated construction at this time. All other proposed work to the west exterior wall shall comply with the current code. The property to the west of the building is currently a parking lot. 418 East Lakeside LLC has agreed that, in the event the parking lot is developed for a structure, it would comply with then current Codes regarding whether the windows can be maintained or would have to be removed and the openings infilled with fire-rated construction. It is consistent with the adopted Existing Building Code to allow the windows to remain if no changes were made.

FINANCIAL ANALYSIS:

There is no financial impact anticipated for the City.

PERFORMANCE ANALYSIS:

The replacement and maintenance of the windows break up a very large wall which would otherwise not be aesthetically pleasing. It would also be beneficial to 418 East Lakeside LLC's use of the building by allowing more natural light into the building. The current use of the windows does not directly or negatively impact the existing parking lot to the west. The Agreement would also bind future owners of the building and would allow application of applicable Codes in the event there is a change of use of the parking lot.

DECISION POINT/RECOMMENDATION:

Staff requests that the City Council approve the Agreement with 418 East Lakeside LLC and authorize the Mayor to sign said Agreement.

AGREEMENT

This Agreement is made and entered into this 1st day of November, 2016, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **418 East Lakeside LLC**, hereinafter referred to as the "Owner" whose mailing address is 410 Sherman Ave. Ste. B, Coeur d'Alene, ID 83814.

The purpose of this Agreement to set out the right, duties, and responsibilities of the parties with respect to windows located on the west side of the Owner's building located at 418 E. Lakeside Ave., Coeur d'Alene, Idaho 83814.

WITNESSETH:

WHEREAS, the Owner is the owner of a building located at 418 and 422 E. Lakeside Ave., Coeur d'Alene, Idaho 83814, which has a legal description of CDA & KINGS ADD, LT 4, 5, 6, BLOCK N URD LAKE DISTRICT 1997, SECTION 13, TOWNSHIP 50 N, RANGE 04W; and

WHEREAS, there are windows in the west wall of the Owner's building which the Owner desires to keep; and

WHEREAS, the property to the west of the Owner's building is currently used as a parking lot, and is owned by a third party; and

WHEREAS, the existing Building Code contains restrictions on window openings in walls of adjoining buildings.

NOW, THEREFORE, for and in consideration of mutual promises, and other good and valuable consideration, it is agreed as follows:

1. The Owner may retain the window openings on the west side of its building located at 418 E. Lakeside Ave., Coeur d'Alene, Idaho.
2. The Owner shall replace the current windows with windows that meet current adopted energy code requirements, but shall not be required to infill them with fire-rated construction at this time
3. If and when a structure is built in the parking lot to the west of the Owner's building, the Owner agrees that any applicable Code in effect at that time shall be applied to the Owner's building, including any requirements as to whether the windows can be maintained or would have to be removed and the openings infilled with fire-rated construction.
4. This Agreement shall be binding on the Owner, its heirs, assigns and successors-in-interest.

5. The Owner shall hold the City harmless from any liability resulting from the installation, use, and maintenance of the windows as described herein. The Owner shall further defend the City from all claims for injury to person or property resulting from the Owner's actions or omissions in performance of this Agreement. The Owner shall obtain and maintain at all times liability insurance naming the City as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the limits of municipal liability shall be maximum liability provided for under Chapter 9, Title 6, Section 24 of the Idaho Code, if no insurance is procured.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 1st day of November, 2016.

CITY OF COEUR D'ALENE

OWNER

Steve Widmyer, Mayor

for 418 East Lakeside LLC

Its _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of November, 2016, before me a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at:
My commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of November, 2016, before me a Notary Public, personally appeared **Nick Smoot**, known to me to be the _____ of **418 East lakeside LLC** and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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:

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 19, 2016
FROM: Shane Roberts, Public Works Inspector
SUBJECT: Approval of Encroachment Agreement

DECISION POINT:

The Engineering Department requests that Council approve an Encroachment Agreement between the City and 418 East Lakeside LLC.

HISTORY:

Representatives of 418 East Lakeside LLC have requested an encroachment permit for a handicapped ramp at or near the southwest corner of E. Lakeside Ave. and 5th Street to provide ADA access to its facility located at 418 and 422 E. Lakeside Ave., Coeur d'Alene, Idaho. In order to construct the permanent ramp in accordance with Code, the ramp would encroach approximately five (5) feet into the City's right-of-way. After construction, the remaining sidewalk for pedestrian traffic would still be eight (8) feet wide and in compliance with City Code and the ADA. The Agreement proposed would require 418 East Lakeside LLC to construct and maintain the ramp in a manner consistent with current Codes and in a safe and clean condition, and at its sole cost. The Agreement requires 418 East Lakeside LLC to indemnify, hold harmless, and defend the City from claims for damages arising out of the construction, maintenance, and use of the ramp, and to maintain liability insurance naming the City as an additional insured. The Agreement allows for termination in the event that future road construction renders the encroachment inconsistent with then applicable Codes.

FINANCIAL ANALYSIS:

There is no financial impact anticipated for the City.

PERFORMANCE ANALYSIS:

The construction and maintenance of the ramp will not interfere with vehicular or pedestrian traffic on E. Lakeside Ave., while at the same time provide ADA required access to the facility owned by 418 East Lakeside LLC.

DECISION POINT/RECOMMENDATION:

Staff requests that the City Council approve the Encroachment Agreement with 418 East Lakeside LLC and authorize the Mayor to sign said Agreement.

ENCROACHMENT AGREEMENT

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to **418 East Lakeside LLC**, hereinafter referred to as the "Permittee," whose mailing address is 410 Sherman Ave. Ste. B , Coeur d'Alene, ID 83814, to encroach into the public right-of-way of 5th Street at or near the southwest corner of E. Lakeside Ave. and 5th Street, near property addressed as 422 E. Lakeside Ave, Coeur d'Alene, ID, 83814, and legally described as CDA & KINGS ADD, LT 4, 5, 6, BLOCK N URD LAKE DISTRICT 1997, SECTION 13, TOWNSHIP 50 N, RANGE 04W BM.

This approval is given upon the following terms:

1. This approval is granted solely for the construction and maintenance of an accessible ramp serving 422 E. Lakeside Ave. The ramp may not encroach more than five (5) feet into the City's right-of-way for a length of twenty-one (21) feet, as shown in Exhibit "A" hereto.
2. The City shall have the right to terminate this Agreement, after giving sixty (60) days' written notice to the "Permittee" at the address listed above, if the City intends to perform construction on or reconfigures E. Lakeside Ave. and/or 5th Street such that the encroachment can no longer be maintained consistent with applicable Codes. The Permittee shall be deemed to have received such written notice when such notice addressed to the Permittee at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto and certified. The Permittee shall remove such encroachment within ninety (90) days of receiving such notice. Should the Permittee fail to remove the encroachment within such time, the City may remove the same and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Nothing herein contained shall imply or impart a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permission is limited.
4. The Permittee shall hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Agreement. The Permittee without delay shall obtain and thereafter shall maintain, at all times, liability insurance naming the City as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the limits of municipal liability shall be maximum liability provided for under Chapter 9, Title 6, Section 24 of the Idaho Code, if no insurance is procured.

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

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation now or in the future shall be borne by Permittee or Permittee's successor-in-interest. During the term of this Agreement, Permittee shall maintain the encroachment described in this Agreement in manner and condition acceptable to the City. Should the City, its agents, or employees in any manner damage the encroachment or any other improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City. Permittee further agrees that they shall not hold the City, its officers, agents, or employees liable for any such damage to the encroachment and necessary appurtenances; if any, on City's property.

7. Permittee agrees Permittee will not encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded.

8. The Permittee shall comply with all laws affecting the property described herein.

9. This Agreement shall be binding on the Permittee, their heirs, assigns and successors-in-interest. The Permittee shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

10. Assignment of this Agreement or delegation of duties as defined herein by the Permittee without written consent of the City shall entitle the City to terminate this Agreement as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 1st day of November, 2016.

CITY OF COEUR D'ALENE

PERMITTEE

Steve Widmyer, Mayor

for 418 East Lakeside LLC

Its

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of November, 2016, before me a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene executed the same.

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

Notary Public for Idaho
Residing at:
My commission expires:

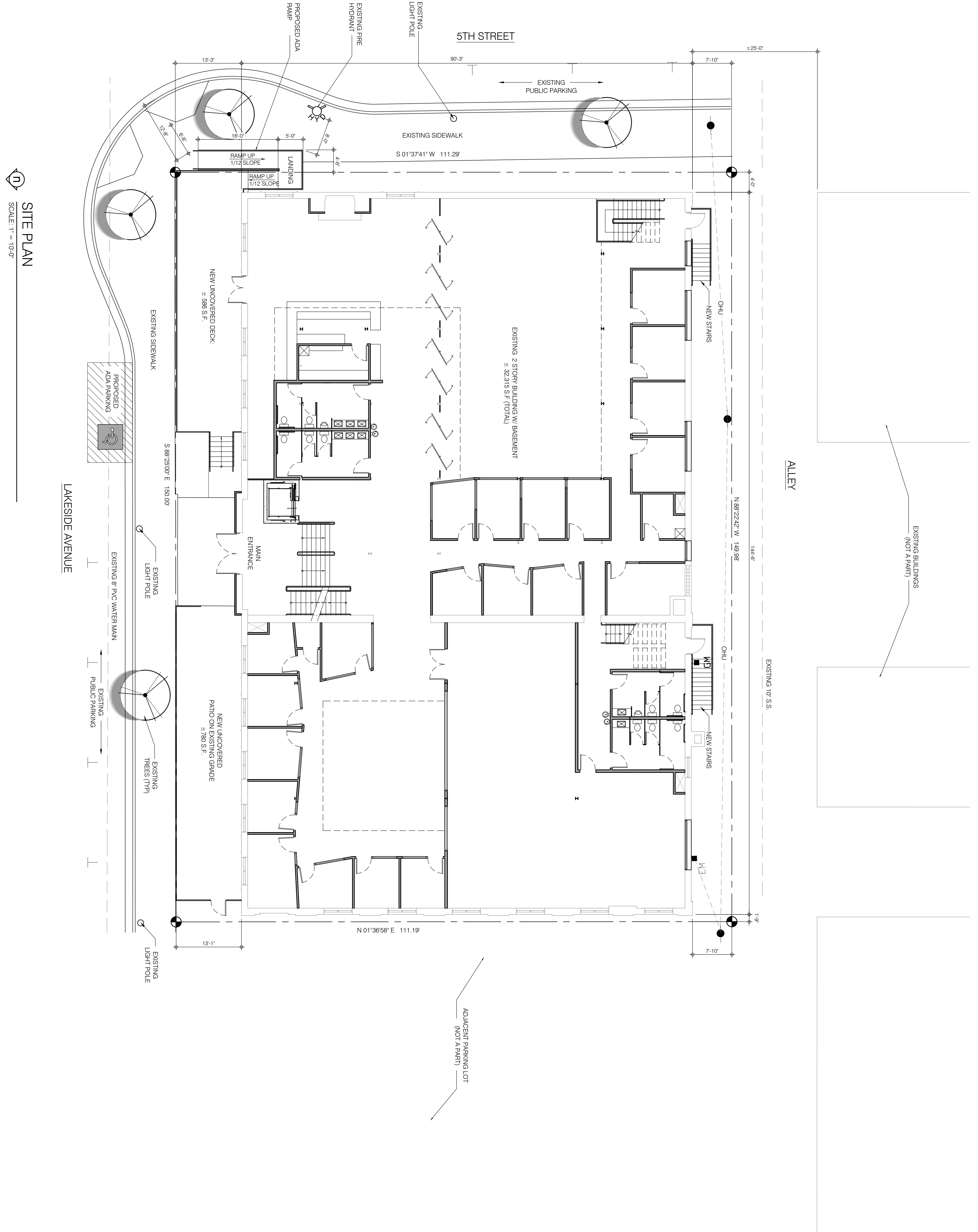
STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of November, 2016, before me a Notary Public, personally appeared **Nick Smoot**, known to me to be the _____ of **418 East lakeside LLC** and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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"
 PRELIMINARY PLANS
 SUBJECT TO MODIFICATION



① SITE PLAN
 SCALE: 1" = 10'-0"

RESOLUTION NO. 16-057

EXHIBIT "D-A"

A1.01

Project: 16.15
 Drawn by: DHT
 Date: 10.05.2016

Remodel:
 Innovation Den
 418 Lakeside Avenue
 Coeur d'Alene, ID 83814



Site Plan
 Not for Construction

522 W. 1st Avenue
 Spokane, WA 99201
 509-321-5064
 StudioHDG.com

ANNOUNCEMENTS

GENERAL SERVICES COMMITTEE

**GENERAL SERVICES
STAFF REPORT**

DATE: October 21, 2016
FROM Bill Greenwood – Parks and Recreation Director

SUBJECT: Amended Professional Service Agreement for City/County Parking

=====

DECISION POINT:

Approval of an amended Professional Service Agreement between the City of Coeur d’ Alene and Welch Comer & Associates, Inc. for a City/County shared parking lot, final design and CPS.

HISTORY:

Welch/Comer has an existing Service Agreement with the City of Coeur d’ Alene for the Mullan Road realignment project, additionally they provided the preliminary engineering report to the County for this shared parking design which provided the engineers opinion of probable cost for the project. Council approved the MOU with the County to build this shared parking lot on October 4, 2016 and we are moving forward with directive from council.

FINANCIAL ANALYSIS:

There is no financial capital outlay for this amended service agreement to the City of Coeur d’ Alene other than staffs time to work with the firm to construct the shared parking lot. The County will give the City of Coeur d’ Alene \$1,323,000 to build this parking lot with a completion date of November 30, 2017. With the approved MOU the County will give the City \$150,000 and once a qualified contractor is selected for the project we will receive the remaining balance of the \$1,323,000 from the county to construct the shared parking.

PERFORMANCE ANALYSIS:

Welch /Comer is very familiar with this corridor, they have provided the Preliminary Engineers Report to the county for the shared parking lot. They are also the firm providing services our Mullan Road project that has yet to be closed out at this time. This makes fiscal sense to amend their current service agreement with us for the construction of the shared parking lot.

DECISION POINT/RECOMMENDATION:

Approval of an amended Professional Service Agreement between the City of Coeur d’ Alene and Welch Comer & Associates, Inc. for a City/County shared parking lot, final design and CPS.

RESOLUTION NO. 16-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., WHICH AMENDS A PRIOR PROFESSIONAL SERVICES AGREEMENT TO INCLUDE ADDITIONAL PROFESSIONAL SERVICES FOR A CITY-COUNTY SHARED PARKING LOT: FINAL DESIGN, BID, AND CPS.

WHEREAS, pursuant to Resolution No. 15-066, adopted the 2nd day of December, 2015, the City of Coeur d'Alene entered into a Professional Services Agreement with Welch Comer & Associates, Inc., for the City of Coeur d'Alene Mullan Road and Park Drive: Design, Bid, and Construction Phase Services; and

WHEREAS, staff is requesting an amendment to said Professional Services Agreement to include additional professional services for a City-County Shared Parking Lot: Final Design, Bid, and CPS, as set forth in the Professional Services Agreement attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be authorized;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to an Agreement with Welch Comer & Associates, Inc., to perform additional professional services in accordance with the Professional Services Agreement attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 1st day of November, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

WELCH COMER & ASSOCIATES, INC.

for

CITY-COUNTY SHARED PARKING LOT: FINAL DESIGN, BID, AND CPS

This Agreement is made and entered into this 1st day of November, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter "City"), and **WELCH COMER & ASSOCIATES, INC.**, an Idaho corporation, with its principal place of business at 350 E. Kathleen Avenue, Coeur d'Alene, Idaho (hereinafter "Consultant").

WITNESSETH:

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Welch Comer & Associates, Inc., 350 E. Kathleen Avenue, Coeur d'Alene, Idaho 83815.
- C. The term "Mayor" means the Mayor of the City of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

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

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subconsultants, during the term of this Agreement as required by Idaho Code Sections 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the

Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Three Hundred Sixty (360) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a lump sum amount of Two Hundred and Seven Thousand, Five Hundred Dollars and NO/100 (\$207,500). See Exhibit "A" for Task and Fee breakdown. Tasks one (1), two (2), and three (3) are authorized upon execution of this contract. Tasks four (4) and five (5) are authorized upon the City's execution of the contract with the successful bidding contractor.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th day of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days' written notice to the Consultant of such termination and

specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

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

Section 11. Equal Employment Opportunity.

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

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City, and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement or the proceeds thereof which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect.

Section 13. Assignability.

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

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

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

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

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement

and monitor the Consultant's compliance with this Agreement, but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

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

Section 23. City Held Harmless.

- A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.
- B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

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

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

- A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.
- B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.
- C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.
- D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney or his designee. Certificates shall provide cancellation

notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

WELCH COMER & ASSOCIATES, INC.

Steve Widmyer, Mayor

By _____
Its President

ATTEST:

ATTEST:

Renata Mcleod, City Clerk

Lindsay Spencer, Accounting

Exhibit A

Scope of Work

1. Specific Project Data

- 1.1. TITLE: City-County Shared Parking: Final Design, Bid, and CPS
- 1.2. DESCRIPTION: Based on the Preliminary Design developed by the CONSULTANT, the CITY intends to construct a parking facility and a traffic signal at Garden Avenue and Northwest Boulevard. Specifically, improvements will include the following:
 - a. Parking facility, access approach to NW Boulevard at Garden Ave, traffic signal, site stormwater system, general site lighting, vertical re-alignment of existing 12 inch water main, irrigation system and landscaping

2. Services of CONSULTANT

- 2.1. CONSULTANT will perform the services for each service phase identified below after receiving authorization to proceed from CITY for each service phase:

1. Traffic Study and Corridor Analysis

- a. Perform traffic counts at River Avenue, Garden Avenue and Government Way.
- b. Discussion and analysis of the future parking lot's traffic generation using the 9th Generation of the Trip Generation Manual and communications with Kootenai County. Assign trip distribution throughout the access points within the parking lot.
- c. Analysis of the signalized intersection will include the following:
 - i. Perform signal warrants to determine if a signal is appropriate.
 - ii. Perform corridor modeling analyzing signals at River, Garden and Government Way using Synchro software to determine the effects of the addition of a new signal at Garden.
 - iii. Research the feasibility of connecting the three signals using Intelligent Traffic Systems (ITS) solutions.
- d. Provide graphical traffic flow diagrams for the intersections of Garden/Northwest, River/Northwest, and Government Way/Northwest.
- e. Discussion of recommendations and conclusions.

2. Final Design Phase

- a. CITY Coordination: CONSULTANT will coordinate with CITY at the staff level in the form of written correspondence, telephone conversations, and face to face meetings. CONSULTANT will also attend one Design Review Meeting with CDA City staff.
- b. Demolition Plan: Provide a demolition plan to delineate the limits of removal for items such as asphalt, concrete, grass, utility poles, etc. Demolition plan will clearly delineate and show protection for trees to be preserved and protected as part of construction.
- c. Parking Lot Layout: Utilizing the existing preliminary design, CONSULTANT will finalize parking layout for stall spacing and circulation.
- d. Grading: CONSULTANT will conduct grading design and develop a finish-grade surface for use in future construction staking.
- e. Pedestrian Access: CONSULTANT will design pedestrian-related accesses in accordance with ADA current standards including the shared-use path with a 12' width

adjacent to the Parking Lot. A contractor designed modular block retaining wall may be necessary between the parking lot and shared-use path where necessary.

- f. Stormwater: Design stormwater system to drain from parking lot into grassy swales or the City's stormwater system. Catch basins are also anticipated to be necessary. It is assumed the City of CDA will allow a variance for swale sizes.
 - g. Dry Utility Coordination: Coordinate with Avista for parking lot lights to match existing parking lot lights. No photometric analysis or layout will be provided. CONSULTANT will provide electrical distribution layout and wire sizing from a new Avista service point. Coordinate with other dry utilities to relocate portions of their facilities to accommodate the parking lot.
 - h. Signing: Applicable minimum signing required by the MUTCD will be provided. Additional signing such as special wayfinding signs are not anticipated.
 - i. Site Development Permitting: CONSULTANT will complete a Site Development Permit in accordance with City of Coeur d'Alene standards. A Stormwater Pollution Prevention Plan in accordance with EPA requirements does not appear to be required and not included in this scope of services.
 - j. Cost Estimating: Provide an CONSULTANT's Opinion of Probable Construction Cost with the final plans. Costs will be based on historic pricing and the CONSULTANT's experience with similar projects.
 - k. Water Utilities: Design water line relocation of the existing 12-inch AC waterline to a lower depth to allow construction of the new parking lot.
 - l. Traffic Signal: Design full control traffic signal at the intersection of NW Boulevard and Garden Avenue. Traffic signal design will include the following:
 - i. Proper placement of pedestrian controls based on ADA compliant sidewalk facilities and signal head layout.
 - ii. Wiring design showing how each phase and signal head connects into the signal controller. Wiring design will be in accordance with applicable standards.
 - iii. Conduit and phasing design diagram showing junction box locations, conduit location and sizes, and number and size of wires.
 - iv. Loop or wireless detection system.
 - v. Emergency Pre-emption System. CONSULTANT will coordinate with CDA Fire Department.
 - vi. Signal pole mounted intersection lighting.
 - m. Traffic Control Plan: Develop pedestrian and traffic control plan requirements for use during construction.
3. Final Design Documents
- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the work to be performed and furnished by Contractor.
 - b. Advise CITY of any recommended adjustments to the opinion of probable Construction Cost.
 - c. After consultation with CITY, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among CITY, CONSULTANT, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed

otherwise shall supersede any conflicting protocols previously established for transmittals between CITY and CONSULTANT.

- d. Assist CITY in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- e. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from CITY.
- f. Prepare or assemble draft bidding-related documents, based on the specific bidding or procurement-related instructions and forms, text, or content received from CITY.
- g. Furnish for review by CITY, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Final Design Phase deliverables, and review them with CITY. CITY shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions.
- h. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related, and any other Final Design Phase deliverables in accordance with comments and instructions from the CITY, as appropriate, and submit 2 final copies of such documents to CITY.

CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to CITY the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents, and any other Final Design Phase deliverables.

4. Bid Phase Services

- a. After acceptance by CITY of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by CITY to proceed, CONSULTANT shall:
 - i. Assist CITY in advertising for and obtaining bids or proposals for the Work, assist CITY in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - ii. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - iii. Provide information or assistance needed by CITY in the course of any review of proposals or negotiations with prospective contractors.
 - iv. Consult with CITY as to the qualifications of prospective contractors, subconsultants, and suppliers.
 - v. If the issued documents require, the CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents prior to award of contracts for the Work.
 - vi. Attend the bid opening, prepare bid tabulation sheets to meet CITY's schedule, and assist CITY in evaluating bids or proposals, assembling final contracts for the Work for execution by CITY and Contractor, and in issuing notices of award of such contracts.

- vii. If CITY engages in negotiations with bidders or proposers, assist CITY with respect to technical and engineering issues that arise during the negotiations.
- viii. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

5. Construction Phase Services

- a. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from CITY, CONSULTANT shall:
 - i. General Administration of Construction Contract: Consult with CITY and act as CITY's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of CONSULTANT shall be as assigned in City of Coeur d'Alene Standard General Conditions of the Construction Contract (2012 Update to the Idaho Standards for Public Works Construction (ISPWS)), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If CITY, or CITY and Contractor, modify the duties, responsibilities, and authority of CONSULTANT in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on CONSULTANT, then CITY shall compensate CONSULTANT for any related increases in the cost to provide Construction Phase services. CONSULTANT shall not be required to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional. All of CITY's instructions to Contractor will be issued through CONSULTANT, which shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - ii. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the CONSULTANT and to provide more extensive observation of Contractor's work. The furnishing of such RPR's services will not limit, extend, or modify CONSULTANT's responsibilities or authority.
 - iii. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
 - iv. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with CITY and Contractor jointly develop such protocols for transmittals between and among CITY, Contractor, and CONSULTANT during the Construction Phase and Post-Construction Phase.
 - v. Original Documents: If requested by CITY to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by CONSULTANT and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and CITY for review.
 - vi. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to CONSULTANT, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - vii. Construction Staking: Baselines and Benchmarks: As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.

- viii. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
- Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CONSULTANT will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and CONSULTANT shall keep CITY informed of the progress of the Work.
 - The purpose of CONSULTANT's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, CONSULTANT neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - Defective Work: Reject Work if, on the basis of CONSULTANT's observations, CONSULTANT believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to CITY regarding whether Contractor should correct such Work or remove and replace such Work, or whether CITY should consider accepting such Work as provided in the Construction Contract Documents.
 - Compatibility with Design Concept: If CONSULTANT has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform CITY of such incompatibility, and provide recommendations for addressing such Work.

- Clarifications and Interpretations: Accept from Contractor and CITY submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- Non-reviewable Matters: If a submitted matter in question concerns the CONSULTANT's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then CONSULTANT will promptly give written notice to CITY and Contractor that CONSULTANT will not provide a decision or interpretation.
- Field Orders: Subject to any limitations in the Construction Contract Documents, CONSULTANT may prepare and issue Field Orders requiring minor changes in the Work.
- Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to CITY, as appropriate, and prepare Change Orders and Work Change Directives as required.
- Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for CITY's use.
- Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT shall meet any Contractor's submittal schedule that CONSULTANT has accepted.
- Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- Inspections and Tests:
 - Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract

Documents. CONSULTANT shall be entitled to rely on the results of such inspections and tests.

- As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to CITY and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then CONSULTANT will notify the parties that the CONSULTANT will not resolve the Change Proposal. (b) Provide information or data to CITY regarding engineering or technical matters pertaining to Claims.
- Applications for Payment: Based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - Determine the amounts that CONSULTANT recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price Work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - By recommending payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of Contractor's Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work, or for the means, methods,

techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by CITY; to determine that title to any portion of the Work, including materials or equipment, has passed to CITY free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

- Contractor's Completion Documents: Receive from Contractor, review, and transmit to CITY maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to CITY the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of CONSULTANT's review of record documents shall be to check that Contractor has submitted all pages.
- Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, CITY's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist CITY regarding any remaining engineering or technical matters affecting CITY's use or occupancy of the Work following Substantial Completion.
- Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice to CITY and Contractor ("Notice of Acceptability of Work") that the Work is to the best of CONSULTANT's knowledge, information, and belief, and based on the extent of the services provided by CONSULTANT under this Agreement.
- Standards for Certain Construction-Phase Decisions: CONSULTANT will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, CONSULTANT will not show partiality to CITY or Contractor, and will not be liable to CITY, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the

separate contracts. CONSULTANT shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any, are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. The CONSULTANT's fee is based on an assumed construction duration of 65 working.

3. CITY's Responsibilities

3.1. CITY shall:

- A. Provide CONSULTANT with all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to CONSULTANT regarding CITY's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), CITY's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of CITY's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, CITY's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. CITY shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and CITY shall seek the advice of CITY's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to CONSULTANT any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following CONSULTANT's assessment of initially-available Project information and data and upon CONSULTANT's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. Property descriptions.
 - ii. Zoning, deed, and other land use restrictions.
 - iii. Utility and topographic mapping and surveys.
 - iv. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - v. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

- vi. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - vii. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the Agreement.
- F. Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:
- i. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - ii. Legal services with regard to issues pertaining to the Project as CITY requires, Contractor raises, or CONSULTANT reasonably requests.
 - iii. Such auditing services as CITY requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise CONSULTANT of the identity and scope of services of any independent consultants employed by CITY to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If CITY designates a construction manager or an individual or entity other than, or in addition to, CONSULTANT to represent CITY at the Site, define and set forth as an attachment to this Scope of Work the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of CONSULTANT.
- J. If more than one prime contract is to be awarded for the Work designed or specified by CONSULTANT, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of CONSULTANT as an attachment to this Scope of Work that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- K. Inform CONSULTANT in writing of any specific requirements of safety or security programs that are applicable to CONSULTANT, as a visitor to the Site.
- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as CITY deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- M. Inform CONSULTANT regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of CONSULTANT.

- N. Advise CONSULTANT as to whether CONSULTANT's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- O. Place and pay for advertisement for Bids in appropriate publications.
- P. Furnish to CONSULTANT data as to CITY's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for CITY so that CONSULTANT may assist CITY in collating the various cost categories which comprise Total Project Costs.
- Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- R. Authorize CONSULTANT to provide Additional Services, as required.

4. Payments to CONSULTANT for Services

4.1. CITY shall pay CONSULTANT as follows:

- A. Lump Sum Services: For Basic Services having a Determined Scope-Lump Sum Method of Payment. CITY shall pay CONSULTANT for the services identified herein the following Lump Sum amounts for each task:

Task	Fee Amount
1. Traffic Study	\$5,500
2. Design Phase	\$102,500
3. Bid Phase	\$6,000
4. Construction Phase Services	\$78,000
5. Construction Staking	\$15,500

- i. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are included in the above.
- ii. The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

OTHER BUSINESS

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: November 1st, 2016
FROM: Terry Pickel, Superintendent, Water Dept.
SUBJECT: Acceptance of a public utility easement on Reed Foundation property.

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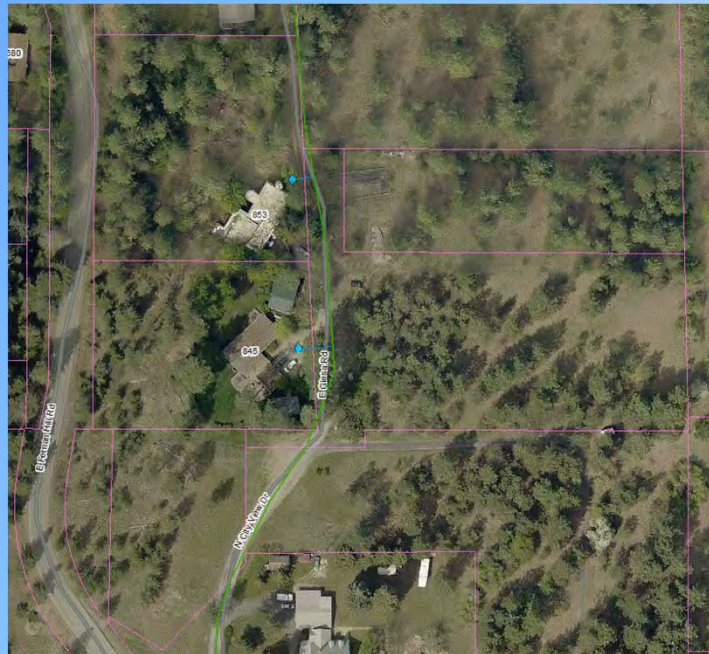
DECISION POINT: Staff requests City Council acceptance of a public utility easement on the Margaret W. Reed Foundation property in exchange for 2 service connections.

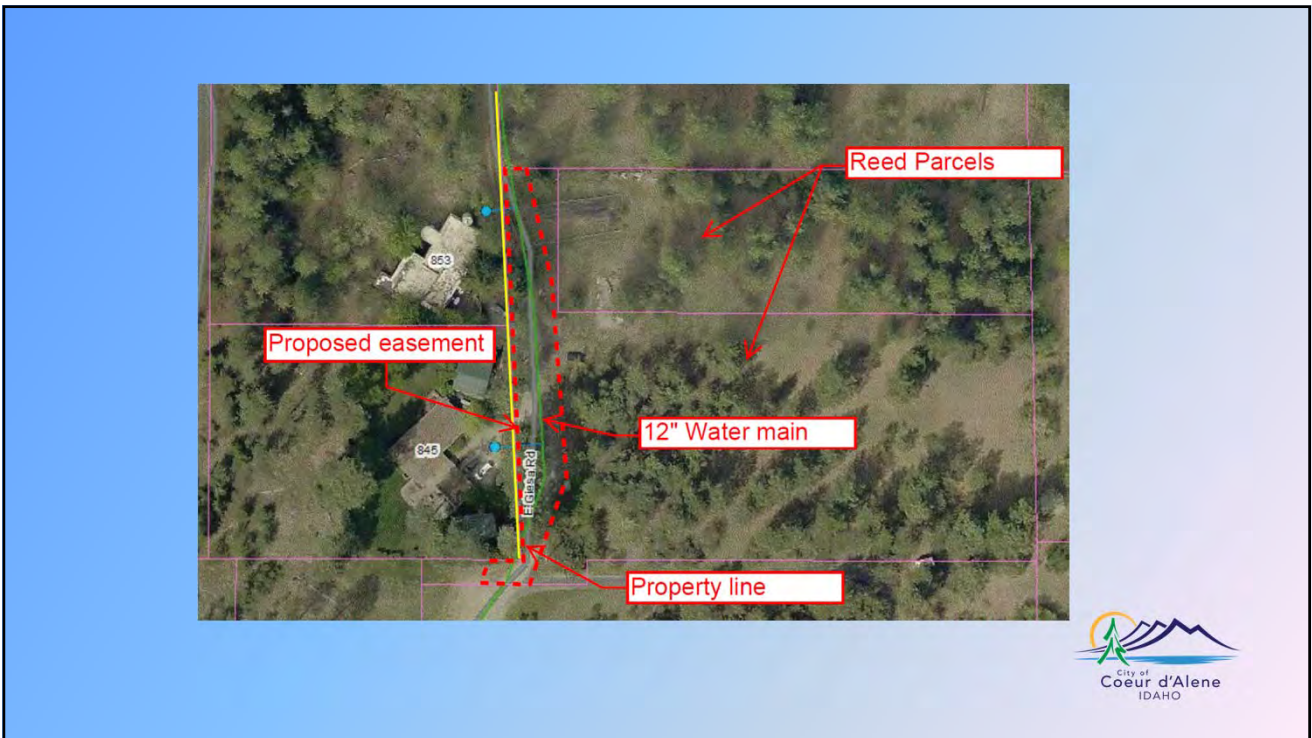
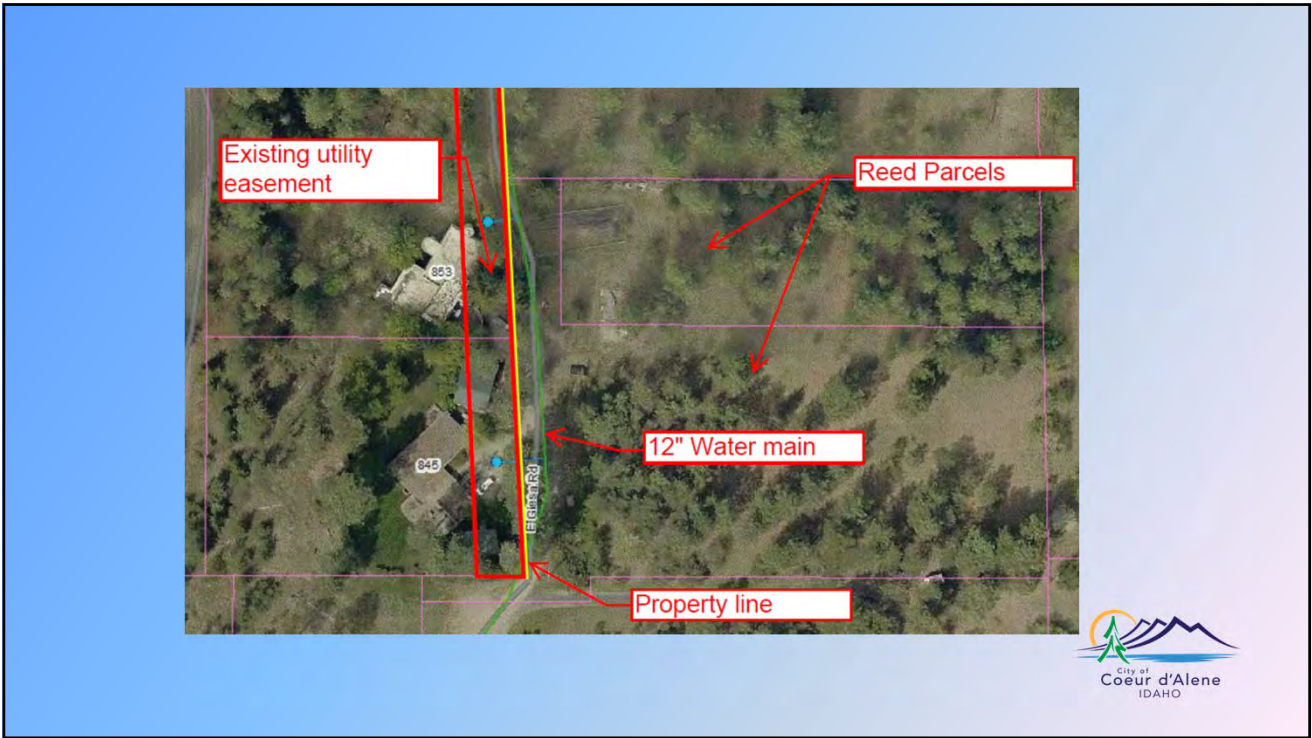
HISTORY: Idaho Water Company, which owned the public water system prior to City acquisition, routinely extended water mains outside of the existing city limits. This has created problems for the Water Department regarding service requests outside city limits as well as the need for public utility easements where water mains did not necessarily follow road right-of-way. Such is the case with a 12” water main crossing the Margaret W. Reed Foundation property located along Geisa Rd. on Fernan Hill. An easement was granted for the property on the west side of the road but unfortunately, Idaho Water installed a portion of the 12” water main on the eastern two parcels along the road without an easement. As the Foundation wishes to place the property up for sale and requested two service connections, they are willing to trade granting of the public utility easement necessary to keep approximately 500 feet of the water main in its current location.

FINANCIAL ANALYSIS: The proposed public utility easement will be in exchange for installation of two SFD residential services with a hookup fee value of \$2,470.00 each or a total of \$4,940.00. Initial estimates indicate it would cost in excess of \$40,000 to relocate the 12” water main to the existing easement to the west and would be dangerously close to one residence. It would cost over \$100,000 to relocate the water main to the Fernan Hill Rd. right-of-way. The property owner(s) will be required to pay the Capitalization Fees due at the time of actual connection for use.

PERFORMANCE: The proposed public utility easement agreement with the Margaret W. Reed Foundation will allow the Water Department to legally access, maintain, and eventually replace the existing 12” water main along that part of Geisa Rd. crossing the Reed parcels. This will clean up a 56 year old error on the part of Idaho Water and will be one step closer to completing an enduring project to securing all necessary utility easements for the City.

DECISION POINT/RECOMMENDATION: Staff requests City Council acceptance of a public utility easement agreement with the Margaret W. Reed Foundation in exchange for 2 service connections valued at \$4,940.00.





RESOLUTION NO. 16-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A GRANT DEED FOR AN EASEMENT FOR A WATER MAIN AND APPURTENANCES, AND APPROVING AN AGREEMENT FOR WATER HOOK-UPS FOR TWO PARCELS ABUTTING THE WATER MAIN.

WHEREAS, the Water Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Water Hook-Ups in exchange for a Grant Deed for an existing water main and appurtenances, and, pursuant to the terms and conditions set forth in said documents, which documents are attached hereto as Exhibits "A" and "B" and by reference made a part hereof; and

WHEREAS, the owner of the properties which will receive the water hook-ups, the Margaret W. Reed Foundation, has agreed to grant an easement in a private road for an existing water main; and

WHEREAS, the Margaret W. Reed Foundation has agreed to pay all the costs and fees for connecting to and providing water services to the properties described in the Agreement, including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees; and

WHEREAS, the connection to the City's water service shall be done to City specifications; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to accept the Grant Deed and enter into such Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept a Grant Deed for an existing water main and appurtenances and enter into an Agreement for Water Hook-Ups, in substantially the forms attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said grant deed and agreement to the extent the substantive provisions of the documents remain intact.

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

DATED this 1st day of November, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

GRANT DEED
FOR WATER MAIN AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENTS, that the **Margaret W. Reed Foundation, a private foundation**, whose address is **601 E. Front Avenue, Suite #1502, Coeur d'Alene, Idaho 83814**, **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation**, the **GRANTEE**, whose address is **710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of water facilities and appurtenances, within the right of way area hereinafter described which is over and through the following described property in Kootenai County, to wit:

[See attached exhibits: "Tract C (Southerly Parcel)" & "Tract D (Northerly Parcel)."]

TO MAINTAIN AND/OR USE a water pipeline, together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, if any, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

[See attached exhibit: "Waterline Easement," incorporated herein]

("the "Right of Way")

GRANTOR, its successors and assigns shall not erect or construct or permit to be erected or constructed any building, fence, structure or improvement or plant any tree or trees or plant any other vegetation or flora excepting grass within said Right of Way or increase or decrease the existing ground elevations without the express written approval of the City of Coeur d'Alene as evidenced by the signature of the City Engineer on an approved plan.

GRANTOR, its successors and assigns shall not dig or drill any hole or wells on any portion of the Right of Way.

GRANTOR agrees that no other easement or easements shall be granted on, under, or over the Right of Way without obtaining the prior written consent of **GRANTEE**. **GRANTEE** acknowledges and agrees that the Right of Way is situated over and under an existing easement for access and egress to numerous parcels and known as Giesa Road, as set forth in that certain Grant of Easement of Existing Private Road dated December 13, 2004

and recorded December 15, 2004 as Instrument No. 1918995, records of the Kootenai County Recorder. **GRANTEE** shall not utilize the Right of Way in a manner which obstructs the use of Giesa Road by parties entitled to its use, except temporarily as reasonably required to maintain or alter the water facilities located within the Right of Way.

GRANTEE may at any time increase its use of the Right of Way, change the location of pipe or other facilities within the boundaries of the Right of Way, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** successors or assigns, provided **GRANTEE** does not expand its use of the easement beyond the Right of Way boundaries described in Exhibit "C". **GRANTOR** shall within a reasonable time following such work to restore the surface of the Right of Way to the condition of the same as it existed prior to the work.

GRANTOR expressly warrants and represents that **GRANTOR** has the power to grant this easement in accordance with its terms.

IN WITNESS WHEREOF, the **GRANTOR** has executed this easement this _____ day of November, 2016.

GRANTOR:

The Margaret W. Reed Foundation

By: _____
MARY LOU REED, CHAIRMAN

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of November, 2016, before me, a Notary Public in and for the State of Idaho, personally appeared Mary Lou Reed, known or identified to me to be the Chairman of the Margaret W. Reed Foundation, the private foundation that executed the instrument or the person who executed the instrument on behalf of said private foundation, and acknowledged to me that such foundation 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
Residing at Coeur d'Alene
My appointment expires: May 9, 2017

Description for Margaret W. Reed Foundation
Tract C
(Southerly Parcel)

A part of the E1/2, section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

BEGINNING at the Center-East 1/16 section corner of said section 18 (the Southeast corner of the SW1/4, of the NE1/4, of said section), monumented with an iron pipe, 3/4 inch diameter, from which the Center 1/4 section corner of said section (the Southwest corner of said SW1/4, of said NE1/4, of said section), monumented with an iron bolt, 1 inch diameter, bears North 89°47'07" West, 1308.58 feet (of record as South 89°12'04 West, 1308.98 feet and North 89°47'18" West, 1308.48 feet and North 89°46'34 West, 1311.03 feet and South 89°12'13" West, 1308.61 feet and South 89°16'34 West, 1308.84 feet and North 89°58'24" West, 1308.62 feet) distant;

thence North 89°46'24" West, 362.26 feet (of record as West, 376 feet) along the South line of said SW1/4, of said NE1/4, to an iron pipe, 3/4 inch diameter;

thence South 0°12'53" West, 19.99 feet (of record as South, 20 feet), and leaving said South line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°47'07" West, 39.25 feet (of record as West) to a point on the westerly right-of-way line of a Private Road Easement, recorded December 15, 2004, as Instrument Number 1918995, records of said County, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence traversing said westerly right-of-way line, as follows:

North 5°45'28" West, 115.31 feet (of record as North 5°45'28 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°06'30" West, 65.31 feet (of record as North 1°06'30 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 89°30'07" East, 415.92 feet, and leaving said westerly right-of-way line, to a point on the East line of said SW1/4, of said NE1/4, also being on the West line of LOT 3, BLOCK 1, TUSCAN RIDGE, according to the plat recorded March 23, 2007, in Book J of Plats, at pages 468 and 468A, records of said County, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 0°32'28" West, 141.88 feet (of record as South 0°32'17 West and South 0°29'00" West and South 0°24'20 East and South) along said East line, and along said West line to the Northwest corner of LOT 2, BLOCK 1, said Plat, said corner monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 10699;

thence continuing South 0°32'28" West, 16.12 feet (of record as South 0°32'17 West, 16.14 feet and South 0°29'00" West and South 0°24'20 East and South) along said East line, and along the West line of said LOT 2, BLOCK 1, said Plat to the POINT OF BEGINNING.

This parcel contains 1.52 acres, more or less.

SUBJECT TO AND TOGETHER WITH

any easements, rights, restrictions or reservations of record or view

Description for Margaret W. Reed Foundation
Tract D
(Northerly Parcel)

A part of the NE1/4, section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

COMMENCING at the Center-East 1/16 section corner of said section 18 (the Southeast corner of the SW1/4, of the NE1/4, of said section), monumented with an iron pipe, 3/4 inch diameter, from which the Center 1/4 section corner of said section (the Southwest corner of said SW1/4, of said NE1/4, of said section), monumented with an iron bolt, 1 inch diameter, bears North 89°47'07" West, 1308.58 feet (of record as South 89°12'04 West, 1308.98 feet and North 89°47'18" West, 1308.48 feet and North 89°46'34 West, 1311.03 feet and South 89°12'13" West, 1308.61 feet and South 89°16'34 West, 1308.84 feet and North 89°58'24" West, 1308.62 feet) distant;

thence North 89°46'24" West, 362.26 feet (of record as West, 376 feet) along the South line of said SW1/4, of said NE1/4, to an iron pipe, 3/4 inch diameter;

thence South 0°12'53" West, 19.99 feet (of record as South, 20 feet), and leaving said South line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°47'07" West, 39.25 feet (of record as West) to a point on the westerly right-of-way line of a Private Road Easement, recorded December 15, 2004, as Instrument Number 1918995, records of said County, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence traversing said westerly right-of-way line, as follows:

North 5°45'28" West, 115.31 feet (of record as North 5°45'28 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°06'30" West, 65.31 feet (of record as North 1°06'30 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766, the POINT OF BEGINNING;

thence North 2°33'44" West, 11.25 feet (of record as North 2°33'44 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing North 2°33'44" West, 59.25 feet (of record as North 2°33'44 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 21°26'12" West, 42.44 feet (of record as North 21°26'12 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°59'01" West, 47.03 feet (of record as North 2°50' West), and leaving said westerly right-of-way line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 89°39'53" East, 6.67 feet (of record as East) to an iron rod, 3/8 inch diameter;

thence continuing South 89°39'53" East, 431.02 feet (of record as South 89°51'52" East, 430.96 feet), to a point on the East line of said SW1/4, of said NE1/4, also being the Northwest corner

of LOT 3, BLOCK 1, TUSCAN RIDGE, according to the plat recorded March 23, 2007, in Book J of Plats, at pages 468 and 468A, records of said County, said point monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PE/PLS 3451;

thence South 0°32'28" West, 157.99 feet (of record as South 0°32'17 West and South 0°29'00" West and South 0°24'20 East and South) along said East line, and along the West line of said LOT 3, BLOCK 1, said Plat to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°30'07" West, 415.92 feet, and leaving said East line and said West line to the POINT OF BEGINNING.

This parcel contains 1.54 acres, more or less.

SUBJECT TO AND TOGETHER WITH

any easements, rights, restrictions or reservations of record or view

Margaret W. Reed Foundation - Tract D

RENALDO LAND SURVEYING, INC.
SURVEYING AND PLANNING

706 CENTER AVENUE
ST. MARIES, ID 83861
(208) 245-0218

September 29, 2016

Sec. 18, 50/3W

Description for Reed
Waterline Easement
(REVISED September 29, 2016)



An easement for ingress, egress and waterline utility purposes, lying over, under and across a part of the E1/2, section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; said easement being 20.00 feet in width, lying 7.00 feet on the westerly side and 13.00 feet on the easterly side of the following described control line:

COMMENCING at the Center-East 1/16 section corner of said section 18 (the Southeast corner of the SW1/4, of the NE1/4, of said section), monumented with an iron pipe, 3/4 inch diameter, from which the Center 1/4 section corner of said section (the Southwest corner of said SW1/4, of said NE1/4, of said section), monumented with an iron bolt, 1 inch diameter, bears North 89°47'07" West, 1308.58 feet (of record as South 89°12'04 West, 1308.98 feet and North 89°47'18" West, 1308.48 feet and North 89°46'34 West, 1311.03 feet and South 89°12'13" West, 1308.61 feet and South 89°16'34 West, 1308.84 feet and North 89°58'24" West, 1308.62 feet) distant;

thence North 89°46'24" West, 362.26 feet (of record as West, 376 feet) along the South line of said SW1/4, of said NE1/4, to an iron pipe, 3/4 inch diameter;

thence South 0°12'53" West, 19.99 feet (of record as South, 20 feet), and leaving said South line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°47'07" West, 32.21 feet (of record as West) to a point on the centerline of a Private Road Easement, recorded December 15, 2004, as Instrument Number 1918995, records of said County, said point also being the POINT OF BEGINNING;

thence traversing said road centerline, and said easement control line, as follows:

North 5°45'28" West, 115.76 feet (of record as North 5°45'28 West, 117.86 feet) to an angle point;

thence North 1°06'30" West, 65.11 feet (of record as North 1°06'30 West, 65.11 feet) to an angle point;

thence North 2°33'44" West, 71.75 feet (of record as North 2°33'44 West, 71.75 feet) to an angle point;

thence North 21°26'12" West, 48.00 feet (of record as North 21°26'12 West, 48.00 feet) to an angle point;

thence North 15°52'02" West, 43.52 feet (of record as North 15°52'02 West. 43.52 feet) to an angle point;

thence North 6°17'50" West, 26.40 feet (of record as North 6°17'50 West, 26.40 feet) to an angle point;

thence North 4°29'00" West, 101.38 feet (of record as North 4°29'00 West, 100.0 feet) to the North line of that parcel, recorded July 8, 1964, as Instrument Number 445413, records of said County, said point also being the POINT OF TERMINATION.

The sidelines of this easement are to lengthen or shorten; so as to terminate at the respective property lines.

EXCEPTING THEREFROM

That part of said easement which lies North and East of the following described line.

A part of the NE1/4, section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; said line more particularly described as follows:

COMMENCING at the Center-East 1/16 section corner of said section 18 (the Southeast corner of the SW1/4, of the NE1/4, of said section), monumented with an iron pipe, 3/4 inch diameter, from which the Center 1/4 section corner of said section (the Southwest corner of said SW1/4, of said NE1/4, of said section), monumented with an iron bolt, 1 inch diameter, bears North 89°47'07" West, 1308.58 feet (of record as South 89°12'04 West, 1308.98 feet and North 89°47'18" West, 1308.48 feet and North 89°46'34 West, 1311.03 feet and South 89°12'13" West, 1308.61 feet and South 89°16'34 West, 1308.84 feet and North 89°58'24" West, 1308.62 feet) distant;

thence North 0°32'28" East, 16.12 feet (of record as North 0°32'17 East, 16.14 feet and North 0°29'00" East and North 0°24'20 West and North) along the East line, of said SW1/4, of said NE1/4, also being on the West line of LOT 2, BLOCK 1, TUSCAN RIDGE, according to the plat recorded March 23, 2007, in Book J of Plats, at pages 468 and 468A, records of said County, to the Southwest corner of LOT 3, said BLOCK 1, said Plat, said corner monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 10699;

thence continuing North 0°32'28" East, 141.88 feet (of record as North 0°32'17 East and North 0°29'00" East and North 0°24'20 West and North) along said East line, and the West line of said LOT 3, BLOCK 1, said Plat, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing North 0°32'28" East, 157.99 feet (of record as North 0°32'17 East and North 0°29'00" East and North 0°24'20 West and North) along said East line, and said West line of said LOT 3, to the Northwest corner of said LOT 3, said corner monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PE/PLS 3451, the POINT OF BEGINNING of said line;

thence North 89°39'53" West, 431.02 feet (of record as North 89°51'52" West, 430.96 feet and West), and leaving said East line and said West line, to an iron rod, 3/8 inch diameter;

thence continuing North 89°39'53" West, 6.67 feet (of record as West) to an iron rod,
30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°59'01" West, 128.86 feet (of record as North 2°50' West) to an iron pipe,
3/4 inch diameter, the POINT OF TERMINATION of said line.

SUBJECT TO AND TOGETHER WITH
any easements, rights, restrictions or reservations of record or view

Reed, Mary Lou – Waterline Easement – REVISED 9-29-16

AGREEMENT FOR WATER HOOK-UPS

THIS AGREEMENT, made and dated this 1st day of November, 2016, 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, hereinafter referred to as the "City," and the Margaret W. Reed Foundation, a private foundation, whose mailing address is 601 E. Front Avenue, Suite 1502, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Owner."

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

See attached exhibits: "Tract C (Southerly Parcel)" and "Tract D (Northerly Parcel)"

the Owner does hereby agree on behalf of itself, its heirs, assigns, and successors in interest, as follows:

1. That Owner will grant an easement, together with the rights of ingress and egress, for the installation, improvement, operation and maintenance of water facilities and appurtenances within the right of way area described in the Grant Deed for Water Main and Appurtenances, and in accordance with the terms and conditions of said Grant Deed;

2. That all costs and fees for connecting to and providing water service to the properties described above, including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owner, and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owner.

By its signature below, the Owner attests that it is the legal owner of the property subject to the easement described above and that it possesses the legal authority to execute this agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owner's legal representative has signed the same, the day and year first above written.

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

OWNER:

Steve Widmyer, Mayor

For The Margaret W. Reed
Foundation

ATTEST:

Renata McLeod, City Clerk

Description for Margaret W. Reed Foundation
Tract C
(Southerly Parcel)

A part of the E1/2, section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

BEGINNING at the Center-East 1/16 section corner of said section 18 (the Southeast corner of the SW1/4, of the NE1/4, of said section), monumented with an iron pipe, 3/4 inch diameter, from which the Center 1/4 section corner of said section (the Southwest corner of said SW1/4, of said NE1/4, of said section), monumented with an iron bolt, 1 inch diameter, bears North 89°47'07" West, 1308.58 feet (of record as South 89°12'04 West, 1308.98 feet and North 89°47'18" West, 1308.48 feet and North 89°46'34 West, 1311.03 feet and South 89°12'13" West, 1308.61 feet and South 89°16'34 West, 1308.84 feet and North 89°58'24" West, 1308.62 feet) distant;

thence North 89°46'24" West, 362.26 feet (of record as West, 376 feet) along the South line of said SW1/4, of said NE1/4, to an iron pipe, 3/4 inch diameter;

thence South 0°12'53" West, 19.99 feet (of record as South, 20 feet), and leaving said South line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°47'07" West, 39.25 feet (of record as West) to a point on the westerly right-of-way line of a Private Road Easement, recorded December 15, 2004, as Instrument Number 1918995, records of said County, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence traversing said westerly right-of-way line, as follows:

North 5°45'28" West, 115.31 feet (of record as North 5°45'28 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°06'30" West, 65.31 feet (of record as North 1°06'30 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 89°30'07" East, 415.92 feet, and leaving said westerly right-of-way line, to a point on the East line of said SW1/4, of said NE1/4, also being on the West line of LOT 3, BLOCK 1, TUSCAN RIDGE, according to the plat recorded March 23, 2007, in Book J of Plats, at pages 468 and 468A, records of said County, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 0°32'28" West, 141.88 feet (of record as South 0°32'17 West and South 0°29'00" West and South 0°24'20 East and South) along said East line, and along said West line to the Northwest corner of LOT 2, BLOCK 1, said Plat, said corner monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 10699;

thence continuing South 0°32'28" West, 16.12 feet (of record as South 0°32'17 West, 16.14 feet and South 0°29'00" West and South 0°24'20 East and South) along said East line, and along the West line of said LOT 2, BLOCK 1, said Plat to the POINT OF BEGINNING.

This parcel contains 1.52 acres, more or less.

SUBJECT TO AND TOGETHER WITH

any easements, rights, restrictions or reservations of record or view

Description for Margaret W. Reed Foundation
Tract D
(Northerly Parcel)

A part of the NE1/4, section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

COMMENCING at the Center-East 1/16 section corner of said section 18 (the Southeast corner of the SW1/4, of the NE1/4, of said section), monumented with an iron pipe, 3/4 inch diameter, from which the Center 1/4 section corner of said section (the Southwest corner of said SW1/4, of said NE1/4, of said section), monumented with an iron bolt, 1 inch diameter, bears North 89°47'07" West, 1308.58 feet (of record as South 89°12'04 West, 1308.98 feet and North 89°47'18" West, 1308.48 feet and North 89°46'34 West, 1311.03 feet and South 89°12'13" West, 1308.61 feet and South 89°16'34 West, 1308.84 feet and North 89°58'24" West, 1308.62 feet) distant;

thence North 89°46'24" West, 362.26 feet (of record as West, 376 feet) along the South line of said SW1/4, of said NE1/4, to an iron pipe, 3/4 inch diameter;

thence South 0°12'53" West, 19.99 feet (of record as South, 20 feet), and leaving said South line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°47'07" West, 39.25 feet (of record as West) to a point on the westerly right-of-way line of a Private Road Easement, recorded December 15, 2004, as Instrument Number 1918995, records of said County, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence traversing said westerly right-of-way line, as follows:

North 5°45'28" West, 115.31 feet (of record as North 5°45'28 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°06'30" West, 65.31 feet (of record as North 1°06'30 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766, the POINT OF BEGINNING;

thence North 2°33'44" West, 11.25 feet (of record as North 2°33'44 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing North 2°33'44" West, 59.25 feet (of record as North 2°33'44 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 21°26'12" West, 42.44 feet (of record as North 21°26'12 West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°59'01" West, 47.03 feet (of record as North 2°50' West), and leaving said westerly right-of-way line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 89°39'53" East, 6.67 feet (of record as East) to an iron rod, 3/8 inch diameter;

thence continuing South 89°39'53" East, 431.02 feet (of record as South 89°51'52" East, 430.96 feet), to a point on the East line of said SW1/4, of said NE1/4, also being the Northwest corner

of LOT 3, BLOCK 1, TUSCAN RIDGE, according to the plat recorded March 23, 2007, in Book J of Plats, at pages 468 and 468A, records of said County, said point monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PE/PLS 3451;

thence South 0°32'28" West, 157.99 feet (of record as South 0°32'17 West and South 0°29'00" West and South 0°24'20 East and South) along said East line, and along the West line of said LOT 3, BLOCK 1, said Plat to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 89°30'07" West, 415.92 feet, and leaving said East line and said West line to the POINT OF BEGINNING.

This parcel contains 1.54 acres, more or less.

SUBJECT TO AND TOGETHER WITH

any easements, rights, restrictions or reservations of record or view

Margaret W. Reed Foundation - Tract D

**CITY COUNCIL
STAFF REPORT**

DATE: October 27, 2016
FROM: Randall Adams, Chief Civil Deputy City Attorney
SUBJECT: Condemnation Proceedings

DECISION POINT:

The Legal Department requests that Council authorize the City Attorney to commence condemnation proceedings regarding real property owned by Silver Lake Mall LLC to acquire right-of-way for the Government Way Project.

HISTORY:

Silver Lake Mall LLC owns the Silver Lake Mall. Negotiations have occurred between Silver Lake Mall LLC and the City for the acquisition of property bordering Government Way, which property is required for right-of-way purposes in connection with the Government Way Project. Silver Lake Mall LLC and the City have agreed on the property to be acquired and upon the reasonable price for that property. Silver Lake Mall LLC had also entered into an agreement to sell the Mall and anticipated that the acquisition of property by the City would occur at approximately the same time as the sale. However, the sale of the Mall has fallen through. As a result, Silver Lake Mall LLC has to obtain the approval of holders of liens secured by the Silver Lake Mall property in order to complete the transaction with the City. One or more of the lien holders are European banks and the process to obtain lien releases has become complicated. Although Silver Lake Mall LLC and City staff believe that the transaction with the City will be consummated, the delay could affect the scheduled Project, the groundbreaking of which is anticipated to be in the spring of 2017. In order to keep the Project moving forward, the City's engineer, Welch Comer, and the Idaho Transportation Department have suggested that the City obtain a Conditional Right-of-Way Certificate from the Federal Highway Administration (FHWA). It has further been recommended that the City authorize the commencement of condemnation proceedings for the Silver Lake Mall property to enhance the likelihood that a Conditional Right-of-Way Certificate will be granted.

FINANCIAL ANALYSIS:

If a condemnation proceeding is instituted with outside counsel, there will be a financial impact in terms of attorney fees and litigation costs. These fees and costs will be paid from funds set aside for the acquisition of right-of-way for this project.

PERFORMANCE ANALYSIS:

The authorization of a condemnation action will enhance the likelihood that the FHWA will grant a Conditional Right-of-Way Certificate which will allow the Project to proceed as scheduled.

DECISION POINT/RECOMMENDATION:

Staff requests that the City Council authorize the institution of a condemnation proceeding.

RESOLUTION NO. 16-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONDEMNATION PROCEEDINGS.

WHEREAS, the acquisition of public right-of-way for roadway purposes is a public use for which the City of Coeur d'Alene (the "City") has the power of eminent domain under section 7-701, Idaho Code; and

WHEREAS, the City is engaged in the roadway project to widen and improve Government Way from Hanley Avenue to Prairie Avenue in Coeur d'Alene, Hayden, and Dalton Gardens, Kootenai County, Idaho, referred to as SMA-7155, Government Way, Hanley Avenue to Prairie Avenue, Project No A012(308), Key No. 12308 (the "Project").

WHEREAS, to accomplish the Project, the City needs to acquire certain real property more particularly identified as portions of Parcels C-8274-001-001-A, C-8274-001-004-0, and C-8274-001-005-0, as shown on the Project plans on file with the City of Coeur d'Alene and legally described on attached **Exhibits "A", "B" and "C"** attached hereto and incorporated by reference (collectively referred to as "the Property"); and

WHEREAS, attached hereto as **Exhibit "D"** are maps depicting the Property to be acquired from the above-referenced parcels. The Property to be acquired includes fee simple rights-of-way and temporary easements. The fee simple right-of-way for Parcel C-8274-001-001-A consists of 0.0111 acres. The fee simple right-of-way for Parcels C-8274-001-004-0 and C-8274-001-005-0 consists of a combined 0.091 acres. The temporary easement for Parcel C-8274-001-001-A consists of 0.028 acres. The temporary easement for Parcels C-8274-001-004-0 and C-8274-001-005-0 consists of a combined 0.052 acres.

WHEREAS, the rights of access to and from the remaining real property belonging to the record title owners of the Property shall be as follows:

- a. Before the Project, such owners had access to and from the Property that may or may not have been authorized under the rules, regulations, policies, and permits of the relevant governmental entity.
- b. After the Project, the property owners will continue to have access to and from the remaining real property subject to the rules, regulations, policies, and permits of the relevant governmental entity.

WHEREAS, the location of the proposed right-of-way for the Project is necessary and the right-of-way is located in a manner which is most compatible with the greatest public good and the least private injury, pursuant to Idaho Code § 7-705; and

WHEREAS, the names and addresses of the record title owners of the Property and any other owner(s) and tenants under long-term leases known to the City are set forth below:

Name: Silver Lake Mall LLC
Address: 1114 Avenue of the Americas, Ste. 2800
New York, NY 10036

WHEREAS, the City commenced negotiations to purchase the Property and obtained appraisals, and has provided the owner(s) with the appraisals and a written offer to purchase the Property and settle any severance and business damage claims related to the acquisition; and

WHEREAS, the City, by and through its employees, contractors, and agents, has sought in good faith to purchase the Property and property interests described above and to settle with the owner(s), or reputed owner(s) and any other claimants for severance damages, if any, to their remaining property where the Property is a part of a larger parcel, and for damages to any business located thereon which might result from said taking, and provided the owner(s) the Property Owner Advice of Rights Form; and

WHEREAS, the City and the owner of the Property have reached agreement on the reasonable compensation for the Property; and

WHEREAS, the owner of the Property may be unable to complete the transaction in a timely manner due to complications involving the sale of Parcels C-8274-001-001-A, C-8274-001-004-0, and C-8274-001-005-0 to a third party; and

WHEREAS, it has been recommended that the City obtain a Conditional Right-of-Way Certificate for the Property from the Federal Highway Administration (FHWA) so that the Project can begin on time; and

WHEREAS, it is deemed to be in the best interests of the City and the citizens thereof to commence condemnation proceedings to acquire rights of way on the above listed parcels; and

WHEREAS, it is recommended that the City authorize Holland & Hart LLP, or another qualified law firm, to commence condemnation proceedings, if necessary, to acquire rights of way for the above listed Property.

NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City, that the City acquire the Property described in **Exhibits “A”, “B”, and “C”**, and identified in **Exhibit “D”**, through the exercise of its power of eminent domain.

BE IT FURTHER RESOLVED, that Holland & Hart LLP, or another qualified law firm, is hereby authorized to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels.

DATED this 1st day of November, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT "A"

Project No. A012(308)

Key No. 12308

Parcel 2

12308L02

Prepared: 5-2-14

Fee Title Acquisition

That portion Lot 1, Block 1 of Silver Lake Mall plat, recorded in Book F of Plats, Pages 294-294D, records of Kootenai County, Idaho, located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the East line of said Southeast Quarter, North 00°38'45" East a distance of 294.26 feet to centerline station 142+24.13; Thence North 89°21'15" West a distance of 40.00 feet to the northeast corner of Lot 6, Block 1 of said Silver Lake Mall plat, said point being on the easterly line of said Lot 1, said point being 40.00 feet left of centerline station 142+24.13, said point being the **TRUE POINT OF BEGINNING**;

Thence along the north line of said Lot 6, North 89°21'11" West a distance of 10.00 feet;

Thence parallel to said centerline and East line, North 00°38'45" East a distance of 483.17 feet to the northerly line of said Lot 1;

Thence along said northerly line, South 89°21'15" East a distance of 10.00 feet to the southeast corner of Lot 5, Block 1 of said Silver Lake Mall Plat, said point being on the easterly line of said Lot 1, said point being 40.00 feet left of centerline station 147+07.30;

Thence along the easterly line, South 00°38'45" West a distance of 483.17 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet left of centerline station 142+24.13;

Containing 4,832 square feet or 0.111 acres more or less.



EXHIBIT "B"

Project No. A012(308)
Key No. 12308
Parcel 3
12308L03
Prepared: 4-24-14
Fee Title Acquisition

That portion Lot 5, Block 1 of Silver Lake Mall plat, recorded in Book F of Plats, Pages 294-294D, records of Kootenai County, Idaho, located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South $00^{\circ}38'45''$ West a distance of 2635.72 feet from a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the East line of said Southeast Quarter, North $00^{\circ}38'45''$ East a distance of 777.43 feet to centerline station 147+07.30; Thence North $89^{\circ}21'15''$ West a distance of 40.00 feet to the southeast corner said Lot 5, being 40.00 feet left of centerline station 147+07.30, said point being the **TRUE POINT OF BEGINNING**;

Thence along South line of said Lot 5, North $89^{\circ}21'15''$ West a distance of 10.00 feet;

Thence parallel to said centerline and East line, North $00^{\circ}38'45''$ East a distance of 150.00 feet to the North line of said Lot 5;

Thence along said North line, South $89^{\circ}21'15''$ East a distance of 10.00 feet to the Northeast corner of said Lot 5, said point being 40.00 feet left of centerline station 148+57.30;

Thence along the East line of said Lot 5, South $00^{\circ}38'45''$ West a distance of 150.00 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet left of centerline station 147+07.30;

Containing 1,500 square feet or 0.034 acres more or less.



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EXHIBIT "C"

Project No. A012(308)
Key No. 12308
Parcel 4
12308L04
Prepared: 4-24-14
Fee Title Acquisition

That portion Lot 4, Block 1 of Silver Lake Mall plat, recorded in Book F of Plats, Pages 294-294D, records of Kootenai County, Idaho, located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South $00^{\circ}38'45''$ West a distance of 2635.72 feet, from a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the East line of said Southeast Quarter, North $00^{\circ}38'45''$ East a distance of 927.43 feet to centerline station 148+57.30; Thence North $89^{\circ}21'15''$ West a distance of 40.00 feet to the southeast corner said Lot 4, being 40.00 feet left of centerline station 148+57.30, said point being the **TRUE POINT OF BEGINNING**;

Thence along South line of said Lot 4, North $89^{\circ}21'15''$ West a distance of 10.00 feet;

Thence parallel to said centerline and East line, North $00^{\circ}38'45''$ East a distance of 219.53 feet;

Thence North $44^{\circ}32'27''$ West a distance of 25.01 feet to the North line of said Lot 4;

Thence along said North line, South $88^{\circ}50'59''$ East a distance of 20.47 feet to an angle point, said point being 47.29 feet left of centerline station 150+94.29;

Thence along said North line, South $45^{\circ}05'21''$ East a distance of 10.15 feet to the East line of said Lot 4;

Thence along the East line of said Lot 4, South $00^{\circ}38'45''$ West a distance of 229.89 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet left of centerline station 148+57.30;

Containing 2,499 square feet or 0.057 acres more or less.



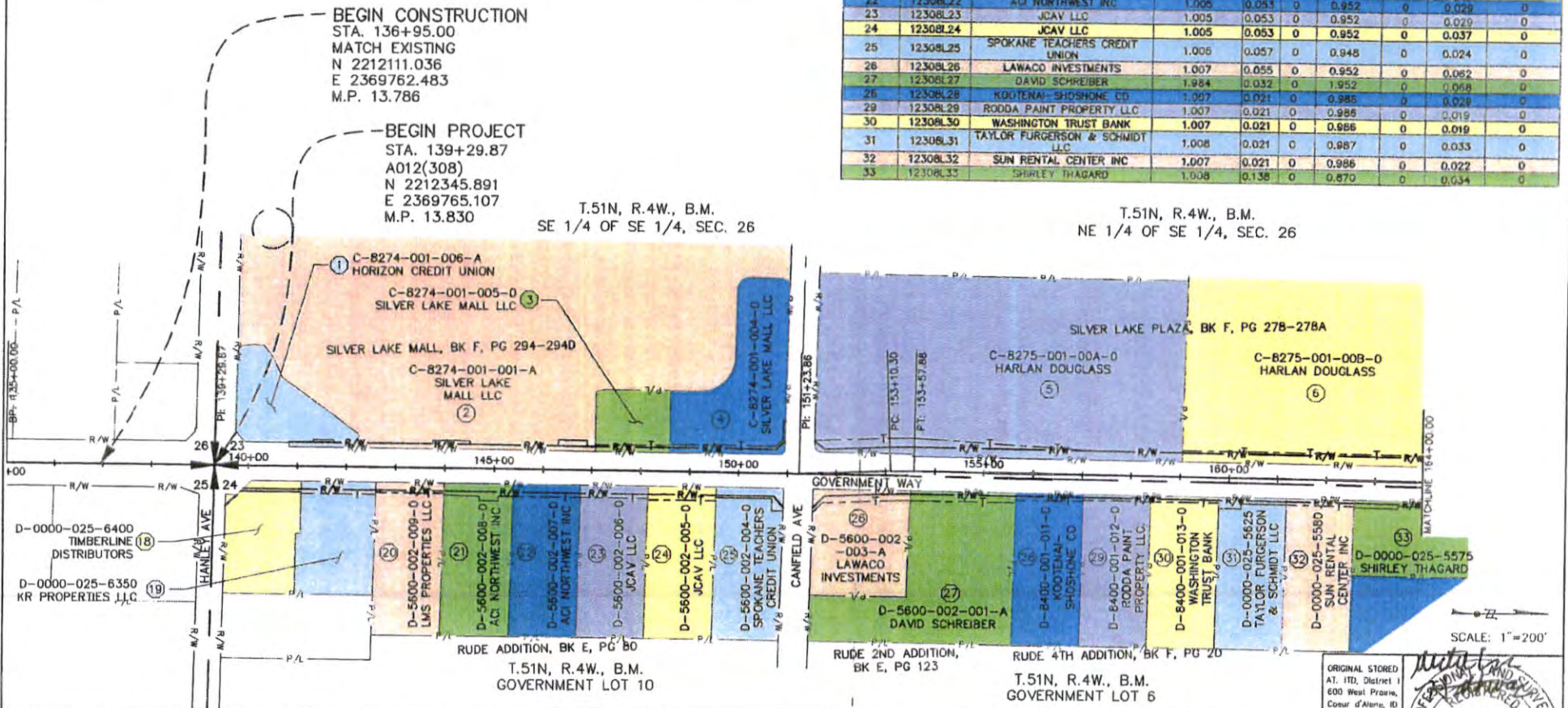
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EXHIBIT "D"

NOTES:

- THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (I.S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (C.A.F) OF 1.0000962726. A CONVERGENCE ANGLE OF -0'46"01" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262. VERTICAL DATUM IS NGVD 29, WHICH IS ALSO CITY OF COEUR D'ALENE DATUM. PRIMARY BENCHMARK USED WAS CITY MONUMENT "F-6", HAVING A ELEVATION OF 2238.81'.
- TOTAL OWNERSHIP AREAS SHOWN REPRESENT THE AREAS WITHIN THE SECTIONS ABUTTING GOVERNMENT WAY AND WILBUR AVE AS DETERMINED FROM ASSESSOR'S DATA SHEETS. THE OWNERSHIP PARCELS WERE NOT SURVEYED AND SAID AREAS ARE APPROXIMATE. REMAINDER AREAS WERE CALCULATED BY DEDUCTING ANY ACQUISITIONS MADE AS A RESULT OF THIS PROJECT FROM THOSE APPROXIMATE AREAS AND ARE ALSO APPROXIMATE.

PARCEL No.	PARCEL ID No.	RECORD OWNER	TOTAL ASSD. OWNER Ac.	RIGHT OF WAY- Ac. REQ'D	EXIST	REMAINDER	EASEMENT- Ac. PERM	TEMP	RIGHT OF ENTRY Ac.
1	12308L01	HORIZON CREDIT UNION	0.663	0.032	0	0.651	0	0.005	0
2	12308L02	SILVER LAKE MALL LLC	16.565	0.111	0	16.454	0	0.028	0
3	12308L03	SILVER LAKE MALL LLC	0.438	0.034	0	0.404	0	0.014	0
4	12308L04	SILVER LAKE MALL LLC	1.296	0.057	0	1.240	0	0.038	0
5	12308L05	HARLAN DOUGLASS	8.418	0.289	0	8.129	0	0.156	0
6	12308L06	HARLAN DOUGLASS	19.077	0.357	0	18.720	0	0.056	0
18	12308L18	TIMBERLINE DISTRIBUTORS	0.779	0.048	0	0.731	0	0.017	0
19	12308L19	KR PROPERTIES LLC	0.840	0.058	0	0.782	0	0.032	0
20	12308L20	LMS PROPERTIES LLC	1.004	0.053	0	0.951	0	0.016	0
21	12308L21	ACI NORTHWEST INC	1.005	0.053	0	0.952	0	0.037	0
22	12308L22	ACI NORTHWEST INC	1.005	0.053	0	0.952	0	0.029	0
23	12308L23	JCAV LLC	1.005	0.053	0	0.952	0	0.029	0
24	12308L24	JCAV LLC	1.005	0.053	0	0.952	0	0.037	0
25	12308L25	SPOKANE TEACHERS CREDIT UNION	1.006	0.057	0	0.948	0	0.024	0
26	12308L26	LAWACO INVESTMENTS	1.007	0.055	0	0.952	0	0.062	0
27	12308L27	DAVID SCHREIBER	1.984	0.032	0	1.952	0	0.068	0
28	12308L28	KOOTENAI-SHOSHONE CO	1.007	0.021	0	0.986	0	0.028	0
29	12308L29	RODDA PAINT PROPERTY LLC	1.007	0.021	0	0.986	0	0.019	0
30	12308L30	WASHINGTON TRUST BANK	1.007	0.021	0	0.986	0	0.019	0
31	12308L31	TAYLOR FURGERSON & SCHMIDT LLC	1.008	0.021	0	0.987	0	0.033	0
32	12308L32	SUN RENTAL CENTER INC	1.007	0.021	0	0.986	0	0.022	0
33	12308L33	SHIRLEY THAGARD	1.008	0.138	0	0.870	0	0.034	0



REVISIONS NO. DATE BY DESCRIPTION 1 6-19-14 1F TEMPORARY EASEMENT CHANGES 2 6-19-14 1F RIGHT OF WAY CHANGES PARCEL 6 & 33 3 6-19-14 1F PAGE NUMBERS		DESIGNED MRC/AJD DESIGN CHECKED DETAILED T.J.F. DRAWING CHECKED MLH	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME 12308_DWN_001.DWG DRAWING DATE: 4-24-14	IDAHO TRANSPORTATION DEPARTMENT WELCH, COMER & ASSOCIATES	PROJECT NO. A012(308)	TOTAL OWNERSHIP MAP SMA-7155 GOVERNMENT WAY HANLEY AVE. TO PRAIRIE AVE.	English COUNTY: KOOTENAI KEY NUMBER: 12308 SHEET 2 OF 13	ORIGINAL STORED AT: ITD, District 1 600 West Prairie, Coeur d'Alene, ID 12318 6-20-14 STATE OF IDAHO MICHAEL LYNN HATHAWAY
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EXHIBIT "D"

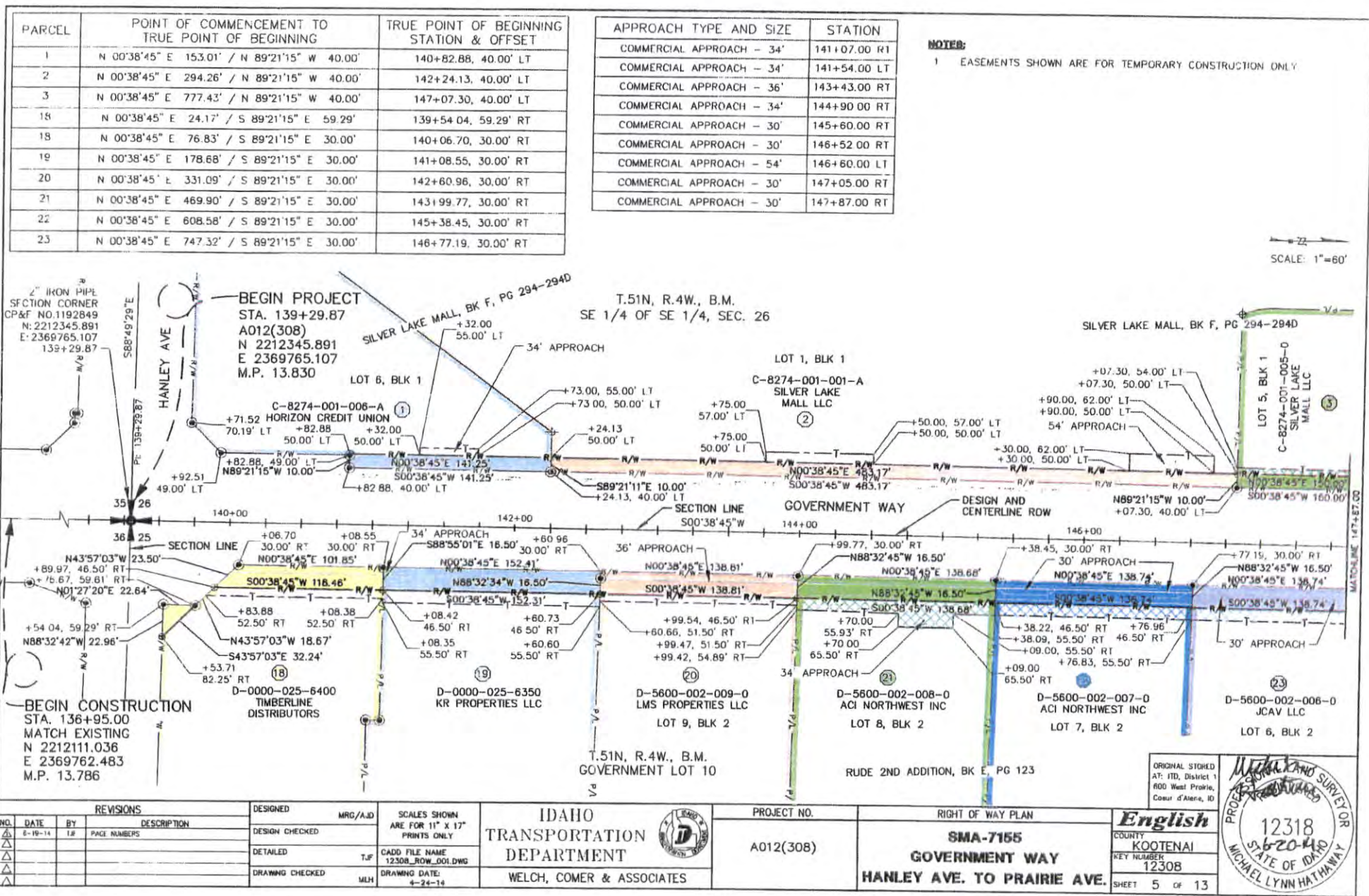
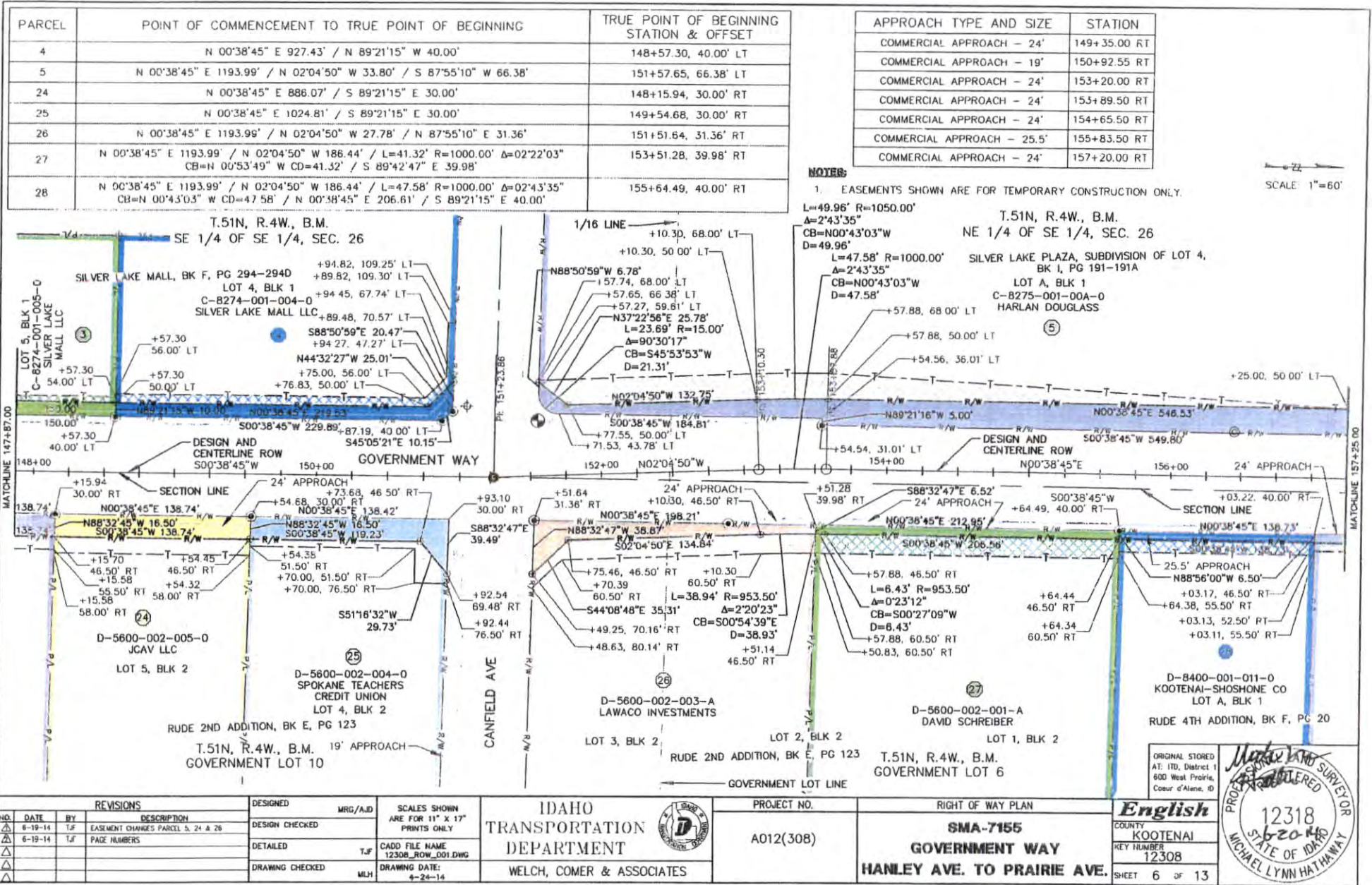


EXHIBIT "D"



**CITY COUNCIL
STAFF REPORT**

Date: November 1, 2016
From: Bill Greenwood Parks & Recreation Director
Subject: Contract with KMC for use of Pool.

Decision Point:

The Recreation Department is seeking authorization from City Council to renew the two year service agreement with Kootenai Medical Center for use of the Terrill Aquatic Center (McGrane Pool).

History:

For the past thirteen years the City of Coeur d'Alene has leased the Terrill Aquatic Center pool to teach children's swim lessons. In the last five years the City has taught six week lessons year round for hundreds of children. This is the only swim lessons the city offers.

Financial Analysis:

The City pays Kootenai Medical Center \$85.00 per rental day for use of the pool. We use the pool Monday and Wednesday evenings for three hours per evening. The cost of the pool rental is included in the registration fees we charge the participants. The current registration fee is \$37 which is very reasonable cost.

Performance Analysis:

By using the Terrill Aquatic Center the Recreation Department is able to offer children's Swim lessons. Contracting with the Terrill Aquatic Center allows the Recreation Department to provide this much needed service to the children in our community about every seven weeks this last season had had over 700 children in our program. Our participants range from six months to early teens and we offer lessons for all skill levels. There is one instructor for every four students, this provides for individual instruction.

Decision Point\Recommendation:

Authorize the renewal of the two year service agreement with Kootenai Medical Center for use of the Terrill Aquatic Center (McGrane Pool).

RESOLUTION NO. 16-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A FACILITY UTILIZATION AGREEMENT FOR THERAPEUTIC POOL USE WITH KOOTENAI HEALTH, DEPARTMENT OF REHABILITATION SERVICES, EFFECTIVE OCTOBER 1, 2016, THROUGH OCTOBER 31, 2018.

WHEREAS, the Parks/Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Facility Utilization Agreement with Kootenai Health, Department of Rehabilitation, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, the Facility Utilization Agreement will provide the City access to the KH-DRS Terrill Aquatic Center in the McGrane Building to conduct swim lesson programs; and

WHEREAS, the swim lesson programs will improve and develop the water safety programs available to the citizens of the City of Coeur d'Alene and surrounding communities; and

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

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Facility Utilization Agreement with Kootenai Health, Department of Rehabilitation, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 1st day of November, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Service Agreement

For

Therapeutic Pool Use

Between

City of Coeur d'Alene – Recreation Department

and

Kootenai Health
Rehabilitation Services Department

From

October 1, 2016 – October 31, 2018

PROVISION FOR FACILITY UTILIZATION AGREEMENT

This agreement by and between **City of Coeur d'Alene**, Kootenai County, Idaho, hereinafter referred to as "**City**" and **Kootenai Health, Department of Rehabilitation Services**, Kootenai County, Idaho, hereinafter referred to as "**KH-DRS**", is entered into on October 1, 2016, to continue for a period of one calendar year through October 31, 2018, or until terminated by either party as defined under Term & Termination.

SERVICES:

This agreement describes terms, conditions and charges associated with the **City** using the **KH - DRS** Terrill Aquatic Center, in the McGrane Building, to conduct swim lesson programs in order to improve and develop the water safety programs available to the citizens of Coeur d'Alene and the surrounding communities.

KH – DRS AGREES TO:

KH - DRS agrees to maintain and provide the **City** with key access to its therapeutic pool at the Terrill Aquatic Center, McGrane Building, as well as the associated male and female locker rooms in that facility.

CITY AGREES TO:

- The **City** acknowledges that the use of the pool is a revocable privilege granted to the **City** by **KH – DRS**. This privilege is contingent upon the City adhering to **KH - DRS**'s rules and regulations. The privilege is also contingent upon the pool water, pool area, locker rooms, hallways, lobby, entry way and parking lot being left clean and free of damage. This privilege is also contingent upon the physical presence of an adult (21 years of age or older) during all times of **City** use of the facility; this individual will be responsible for opening the facility and inspecting all defined areas prior to closing, and locking, the facility. The use of the facility will be strictly limited to the areas defined in the third sentence of this bullet.
- The **City** is self-insured to \$500,000.00 and will provide **KH - DRS** with proof of said insurance.
- The **City** agrees to provide a written request for pool use one month prior to the start date, including start of associated staff training sessions. Ongoing written communication regarding upcoming sessions (including start date, end date and anticipated user volumes) must be provided to the **KH - DRS** Certified Pool Operator, or designee.
- The **City** agrees that the adult supervisor will be the sole individual issued a key for the facility access. (The **City** further agrees that they will assume financial responsibility for costs associated with "re-keying" the McGrane facility in the event that the adult supervisor loses the key.)
- The **City** agrees that the adult supervisor will schedule time with the **KH - DRS** Certified Pool Operator to receive instruction in KMC pool policies and procedures.
- The **City** agrees to limit staff and client access within the McGrane Building to: the pool, the men's locker room, the women's locker room, the west entrance, the west lobby, the west waiting and vending area, and the connecting hallways. No staff or clients are allowed behind the west reception desk or in the pool staff office.

Further, federal health care privacy regulations forbid pool users for accessing computers, entering patient records files, or reviewing any **KH - DRS** written records or materials that may have been inadvertently left lying about.

- The **City** agrees to provide onsite supervision and a Certified Life Guard on the pool deck at all times during pool use pursuant to this agreement.
- The **City** agrees to abide by the scheduled pool times offered by **KH - DRS**.
- The **City** agrees to be responsible for hiring, training, paying and assuring competency of all instructors involved with lessons provided during pool use time.
- The **City** agrees to be completely responsible for the actions of their supervisors and instructors.
- The **City** agrees to be completely responsible for all notifications, consents and patron education about pool rules regarding aquatic classes and/or programs.
- The **City** agrees to share all such written information with **KH - DRS** representatives for review and editing prior to dissemination to patrons.
- The **City** agrees to schedule all participant registrations or sign-ups offsite from the McGrane Building unless an onsite registration is requested and approved from **KH - DRS** representatives.
- The **City** agrees that any and all community/participant telephone communication will occur via the Park and Recreation telephone number(s), exclusively, and that **KH - DRS** telephone numbers will not be referenced in any Coeur d'Alene Park and Recreation literature.
- The **City** agrees to be completely responsible for collecting and managing all program fees from participants.
- The **City** agrees to provide all of their own equipment necessary for their water programs.
- The **City** agrees to accurately record the facility utilization time as being from the time they unlock the doors to enter the McGrane Building until the time when they lock the doors when finally exiting the McGrane Building.

INDEMNIFICATION:

- Kootenai Health, **KH - DRS** and the **City** have discussed the risks, rewards, benefits and associated **KH - DRS** fees for service. It is agreed to allocate all risks such that parties agree, to the fullest extent permitted by law, that the parties to this agreement shall not be liable for any reliance upon any mistakes in any records or documentation.
- **KH - DRS**, on behalf of Kootenai Health, shall indemnify and hold the **City** and the Park and Recreation Department harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim, or action, caused by, resulting from, or alleging the negligent or intentional acts or omissions of Kootenai Medical Center or **KH - DRS** employees or any failure to perform any obligation undertaken or any covenant made by Kootenai Health under this Agreement.
- The **City** shall indemnify and hold Kootenai Health and **KH - DRS** harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim or action, caused by, resulting from, or alleging the negligent or intentional acts of

omissions of the **City** or its employees, or any failure to perform any obligation undertaken or any covenant made by the **City** under this Agreement.

TERM & TERMINATION:

This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice delivered by certified mail or in person to one of the individuals identified by their signature to this Agreement. This Agreement will continue for a period of two (2) calendar years from October 1, 2016 until October 31, 2018. This Agreement does not automatically renew, thereby facilitating requisite changes to the terms and rates.

This Agreement must be reviewed and may be amended with both party representatives acknowledging their agreement by their signatures, and date of signature, as indicated below.

BILLING RATE/REIMBURSEMENT:

The **City** agrees to a term of use beginning October 1, 2016 and ending October 31, 2018.

The **City** agrees to pay **KH - DRS** for pool rental at a reimbursement rate of \$85.00 per rental day.

The **City** agrees to provide **KH – DRS**, by the tenth (10th) day of the month, with a detailed report on the date the facility was used and the number of hours it was used each day for the previous month.

The **City** will be mailed a detailed billing invoice the seventeenth (17th) day of the month reflecting charges for the previous month's facility utilization.

The **City** agrees to reimburse **KH - DRS** within thirty (30) days of receipt of the billing invoice.

For Kootenai Health:


Sue Donaghue
Director of Rehabilitation Services

For the City of Coeur d'Alene:

Steve Widmyer, Mayor
City of Coeur d'Alene

Jeremy S. Evans
Vice President Professional Services

Attest: Renata McLeod
Clerk

Kootenai Health
Director of Rehabilitation Services
2003 Kootenai Health Way
Coeur d'Alene, ID 83814