

**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.**

**MARCH 21, 2017**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Craig Miles, Real Life Ministries CDA

**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. PRESENTATIONS:**

1. Vision 2030 Update

**Presented by: Ryan Nipp, Board Chairman**

2. City Finance Report

**Presented by: Troy Tymesen, City Treasurer**

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

1. Approval of Council Minutes for the March 7, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the Financial Report
4. Approval of the Public Works and General Service Meeting Minutes from the meeting held on March 13, 2017.

5. Setting of General Services and Public Works Committees meetings for March 27, 2017 at 12:00 noon and 4:00 p.m. respectively.
6. Setting of a Public Hearing on April 18, 2017 for V-17-2: Vacation of Portion of W. Garden Avenue Right-of-Way
7. Approval of a Beer and Wine License to Coeur d'Alene Fresh, 317 E. Coeur d'Alene Avenue (New); Marla J. McWilliams.
8. Approval of a final plat for SS-2-17, Wilky Tracts Subdivision

**9. Resolution No. 17-015-**

- a. Approval of Subdivision Improvement Agreement & Security, and Final Plat for SS-3-17 - Kat Tracts Subdivision
- b. Approval of Subdivision Improvement Agreement & Security, and Final Plat for SS-5-16 - Haagenon Addition Subdivision

**As Recommended by the City Engineer**

- c. Approval of surplus equipment from the Legal Department

**As Recommended by the City Attorney**

- d. Approval of a Lease Agreement with the Coeur d'Alene Arts & Culture Alliance
- e. Approval of an Agreement renewal with Handshake Productions
- f. Approval of Destruction of Records held by the Administration Department

**As Recommended by the General Services Committee**

- g. Approval of Amendment No. 4 to the Agreement with Welch Comer for Seltice Way Construction Phase Services
- h. Approval of a Purchase and Sale Agreement and Temporary Construction Easement with K-Med, LLC
- i. Acceptance of Grant Deed from Sam Investments, LLC and Temporary Construction Easement
- j. Acceptance of a Grant of Easement from Kootenai County and the Coeur d'Alene Tribe for a shared-use path along Seltice Way
- k. Approval of a Cooperative Funding Agreement with the City of Hayden and City of Dalton Gardens for the 2017 Chip Seal Project

**As Recommended by the Public Works Committee**

**G. 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.)

**H. ANNOUNCEMENTS**

1. City Council
2. Mayor

## **I. GENERAL SERVICES:**

1. **Council Bill 17-1007** – Amendments to Municipal Code Sections 12.24.020 and 12.24.025 related to snow and ice removal  
**Staff Report by Police Chief White**
2. **Council Bill 17-1008** – Amendments to Municipal Code Chapter 8.08 entitled Weed Abatement  
**Staff Report by Police Chief White**
3. Approval of the use of \$90,000 in Impact Fees for new Police Building  
**Staff Report by Police Chief White**
4. **Resolution No. 17-016** – Policy to Award Duty Weapon, Badge, and Handcuffs Upon Retirement  
**Staff Report by Police Chief White**
5. **Council Bill 17-1009** – Amendments to various sections of Municipal Code Chapter 12.36 entitled Urban Forestry and repealing Section 12.36.445.  
**Staff Report by Katie Kosanke**
6. **Council Bill 17-1010** – Creation of a new section within Municipal Code Chapter 12.36 entitled Urban Forestry, entitled Section 12.36.460 Tree Protection Plan  
**Staff Report by Katie Kosanke**

## **J. OTHER BUSINESS**

1. **Resolution No. 17-008** - Approval of the FASTLANE Grant Match Agreement with ITD for Safety and Capacity Improvements to US-95 and the Agreement for Maintenance and Operation of the proposed Wilbur Avenue signal.  
**Staff Report by Jim Hammond, City Administrator**
2. **Resolution No. 17-017** - Approval of a Contract with Opengov for Financial Transparency Software.  
**Staff Report by Sam Taylor, Deputy City Administrator**
3. **Resolution No. 17-018** – Bid Award and approval of a Contract with T. La Riviere for the Seltice Way Revitalization project  
**Staff Report by Chris Bosley, City Engineer**
4. **Resolution No. 17-019** – 2<sup>nd</sup> Addendum to the Memorandum of Understanding with Dalton Gardens for the Government Way Improvement Project  
**Staff Report by Chris Bosley, City Engineer**

5. Request for Special Use Permit extension for the Port of Hope facility located at 218 N. 23<sup>rd</sup> Street.

**Staff Report by Hilary Anderson, Community Planning Director**

**L. EXECUTIVE SESSION:** Idaho Code 74-206 (c) To acquire an interest in real property which is not owned by a public agency; (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**K. RECESS:** March 31, 2017 for a workshop with the Planning Commission regarding Vacation Rental Code development, to be held in the Library Community Room at Noon, 702 E. Front Avenue.

***This meeting is aired live on CDA TV Cable Channel 19***

# Coeur d'Alene

## CITY COUNCIL MEETING

*March 21, 2017*

---

**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# PRESENTATIONS





**Mike Kennedy**  
President  
Intermax Networks



**Nick Swope**  
Health Promotions Program Manager  
Panhandle Health District



**John Young**  
President  
Young Construction Group  
of North Idaho



**Michael Nail**  
Owner/CPA  
Michael M. Nail CPA, PC



**Erin McClatchey**  
Reliability Compliance Manager  
Avista Corporation



## 48 Sponsors

ADVANCED  
BENEFITS

AVISTA

ignite cda

COEUR D'ALENE  
2030  
Board of Directors

COEUR D'ALENE  
2030

Kootenai Health

KT KOOTENAI TITLE  
REAL ESTATE BROKERS ASSOCIATION

NORTH IDAHO  
HIGHER EDUCATION

Parkwood  
BUSINESS  
PROPERTIES

stcu

Public Health  
Panhandle Health District

TitleOne  
A TITLE & ESTATE CO.

JUB  
JUB ENGINEERS, INC.

WGLA (Western & Gulf Air Lines)  
Western & Gulf Air Lines

HR

Adams & Gaffaney, LLP  
Coeur d'Alene Association of REALTORS®  
Coeur d'Alene Chamber of Commerce  
Coeur d'Alene Tribe  
Coleman Engineering  
Contractors Northwest, Inc.  
Ednetics  
Fatbeam  
Hamann Law Office

Hawley Troxell Ennis & Hawley  
Hecla Mining Company  
Idaho Community Foundation  
Idaho Forest Group  
Inland Northwest Community Foundation  
Kootenai County  
Kootenai County Young Professionals  
Lewis-Clark State College  
Lukins & Annis

Margaret Reed Foundation  
Miller Stauffer Architects  
Mort Construction/Monogram Homes  
Museum of North Idaho  
North Idaho Centennial Trail Foundation  
North Idaho College  
Paine Hamblen  
Panhandle Kiwanis Club  
Parker Toyota

Pita Pit USA  
Sam Investments, LLC  
Time Warner Cable  
University of Idaho  
Welch Corner  
Witherspoon, Kelley & Davis  
WSR Properties





**1,000+**

LIKES



**600+**

FOLLOWERS



**90**

FOLLOWERS

**WWW.CDA2030.ORG**



**QUARTERLY  
REPORT**





**Bike Repair Station**

Coeur d'Alene Rotary - **\$2,000**



**Strategic Planning - Community Health Services**

Blue Cross of Idaho Foundation - **\$5,000** (collaborative effort)

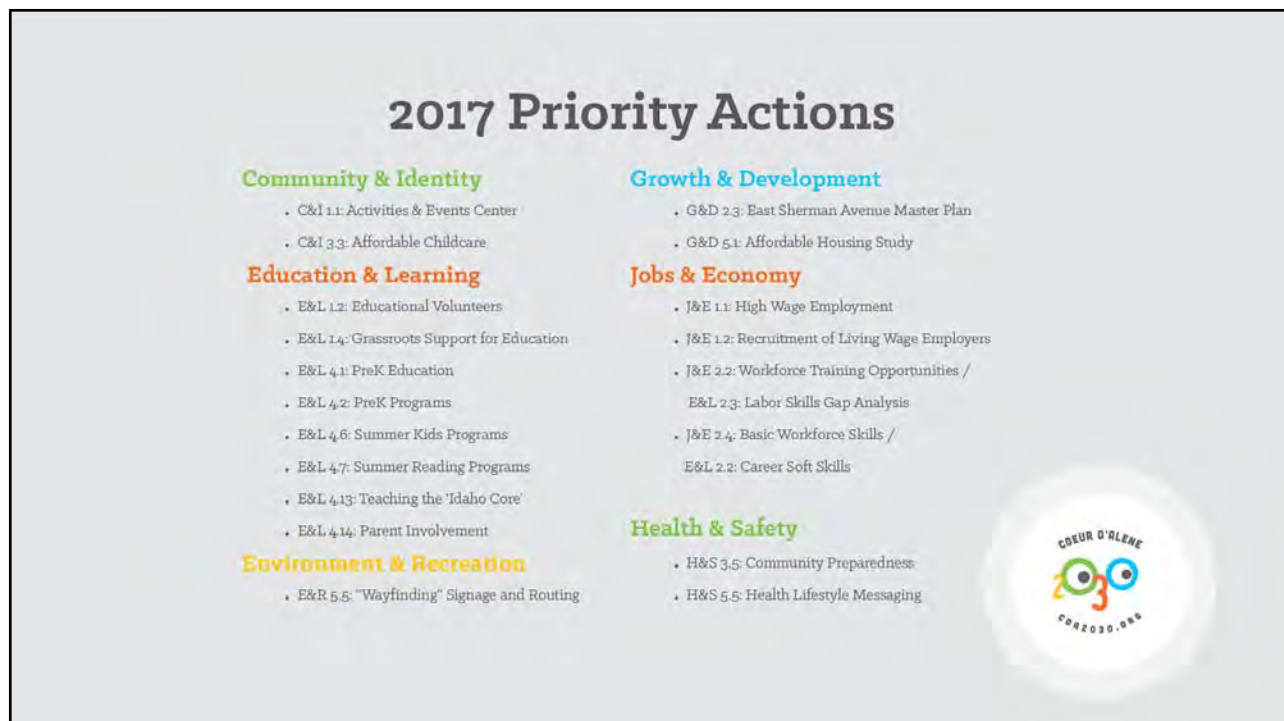


**Soft Skills Curriculum**

United Way of NI Community Care Fund - **\$8,000**



[illegible]





## Leadership

### Board

Hilary Anderson  
Dr. Charles Buck  
Justin Druffel  
Matthew Handelman  
Marcee Hartzell  
Mike Kennedy  
Laura Laumatia  
Erin McClatchey  
Alivia Metts  
Kiki Miller  
Michael Nail  
Ryan Nipp

Michael Pereira  
Ali Shute  
Laura Stensgar  
Nick Swope  
Mary Vehr  
Lea Williams  
Steve Wilson  
John Young

### Staff

Nicole Kahler  
Madison Inouye

### Committee Members

Josh Burton  
Shawny Le  
Jimmy McAndrews  
JR Norvell  
Ashley Piaskowski  
Gemma Puddy  
Keri Stark  
Britt Towery  
Ben Weymouth



## Coeur d'Alene Early Reading Program







# Fiscal Year 2016-2017 Financial Plan March update

## Cash and Investments

02/28/17

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	7,701,326
Checking Account	30,295
Municipal Investment Account	6,534
Investment Account - Police Retirement	1,321,743
Investment Account - Cemetery Perpetual Care Fund	1,641,441
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank	1,000,000
<b>Community 1st Bank</b>	
Certificate of Deposit	1,206,619
<b>Idaho Independent Bank</b>	
Secure Muni Investment	249,241
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	249,995
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	29,539,341
<b>Columbia Bank</b>	
Repurchase Agreement Account	2,685,611
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	250,000
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b>45,884,271</b>



# Budget Status Report

Five Months Ended

February 21, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$92,719	40%
	Services/Supplies	11,400	4,221	37%
Administration	Personnel Services	328,000	135,501	41%
	Services/Supplies	51,120	24,293	48%
Finance	Personnel Services	683,506	277,654	41%
	Services/Supplies	461,760	233,537	48%
Municipal Services	Personnel Services	1,153,286	481,482	42%
	Services/Supplies	507,013	225,709	45%
	Capital Outlay			
Human Resources	Personnel Services	233,632	88,127	38%
	Services/Supplies	93,025	24,774	27%
Legal	Personnel Services	1,114,688	459,286	41%
	Services/Supplies	92,653	26,918	29%
Planning	Personnel Services	545,298	216,984	40%
	Services/Supplies	39,350	9,077	23%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	126,630	35%
	Services/Supplies	155,606	48,181	31%
	Capital Outlay			
Police	Personnel Services	11,962,404	4,825,936	40%
	Services/Supplies	1,092,115	493,124	45%
	Capital Outlay	5,950	221,770	3727%
Fire	Personnel Services	8,811,284	3,714,673	42%
	Services/Supplies	546,653	187,764	34%
	Capital Outlay	320,000	2,159,281	675%

# Budget Status Report continued

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
General Government	Services/Supplies	94,725	95,990	101%
	Capital Outlay		19,973	
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189	46,737	25%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	5,760	19%
	Capital Outlay			
Streets	Personnel Services	2,321,133	1,028,673	44%
	Services/Supplies	645,980	297,960	46%
	Capital Outlay	57,000	18,446	32%
Engineering Services	Personnel Services	434,701	184,523	42%
	Services/Supplies	857,860	47,507	6%
	Capital Outlay			
Parks	Personnel Services	1,423,537	507,598	36%
	Services/Supplies	536,450	124,629	23%
	Capital Outlay	44,000	37,983	86%
Recreation	Personnel Services	550,809	172,355	31%
	Services/Supplies	157,430	46,400	29%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	359,150	41%
	Services/Supplies	41,206	9,843	24%
	Capital Outlay			
Total General Fund		37,082,265	17,081,168	46%



## Budget Status Report continued

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Library	Personnel Services	1,208,298	487,296	40%
	Services/Supplies	199,850	91,197	46%
	Capital Outlay	160,000	46,379	29%
CDBG	Services/Supplies	606,873	38,988	6%
Cemetery	Personnel Services	186,235	74,118	40%
	Services/Supplies	100,500	35,716	36%
	Capital Outlay	30,000	12,780	43%
Impact Fees	Services/Supplies	760,039	175,000	23%
Annexation Fees	Services/Supplies	193,000	193,000	
Parks Capital Improvements	Capital Outlay	146,500	16,231	11%
Cemetery Perpetual Care	Services/Supplies	157,500	52,213	33%
Jewett House	Services/Supplies	25,855	4,896	19%
Reforestation	Services/Supplies	2,000	165	8%
Street Trees	Services/Supplies	100,000	23,081	23%
Community Canopy	Services/Supplies	1,500	768	51%
Public Art Fund	Services/Supplies	231,300	46,147	20%
		<u>4,109,450</u>	<u>1,297,975</u>	<u>32%</u>

## Budget Status Report continued

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Debt Service Fund		<u>937,407</u>	<u>73,264</u>	<u>8%</u>
Seltice Way	Capital Outlay	675,000	38,250	6%
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	25,063	1%
Levee Certification	Capital Outlay	30,000	25,259	84%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay		11,798	
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	10,853	3%
		<u>6,204,039</u>	<u>111,223</u>	<u>2%</u>



## Budget Status Report continued

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Street Lights	Services/Supplies	622,000	193,090	31%
Water	Personnel Services	1,951,906	805,419	41%
	Services/Supplies	4,376,100	803,968	18%
	Capital Outlay	3,225,000	74,955	2%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	1,085,300	42%
	Services/Supplies	7,205,619	1,278,951	18%
	Capital Outlay	12,496,100	853,520	7%
	Debt Service	2,178,063	768,622	35%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	1,208,180	36%
Public Parking	Services/Supplies	253,546	108,389	43%
	Capital Outlay	121,000		
Drainage	Personnel Services	110,381	49,660	45%
	Services/Supplies	637,130	120,491	19%
	Capital Outlay	400,000	21,207	5%
Total Enterprise Funds		43,995,415	7,371,752	17%
Kootenai County Solid Waste		2,500,000	827,108	33%
Police Retirement		173,200	71,669	41%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	1,962	38%
Total Fiduciary Funds		2,888,400	955,739	33%
TOTALS:		\$95,216,976	\$26,891,121	28%

## Treasurer's Report of Cash & Investment Transactions

FUND	BALANCE 1/31/2017	RECEIPTS	DISBURSEMENTS	BALANCE 2/28/2017
General-Designated	\$1,106,276	\$22,550	\$13,379	\$1,115,447
General-Undesignated	17,219,643	1,406,188	4,030,664	14,595,167
Special Revenue:				
Library	506,016	21,113	121,276	405,853
CDBG	(0)			(0)
Cemetery	(26,049)	31,232	20,858	(15,675)
Parks Capital Improvements	375,627	6,844	705	381,766
Impact Fees	3,034,212	48,925	175,000	2,908,137
Annexation Fees	385,085	159		385,244
Insurance	74,220	351		74,571
Cemetery P/C	1,659,980	5,745	20,789	1,644,936
Jewett House	17,378	1,953	2,014	17,317
Reforestation	24,010	972		24,982
Street Trees	198,067	3,382	1,400	200,049
Community Canopy	1,009	1	198	812
CdA Arts Commission	2,192	1		2,193
Public Art Fund	75,004	30		75,034
Public Art Fund - ignite	549,879	227	33,750	516,356
Public Art Fund - Maintenance	93,745	39	327	93,457
Debt Service:				
2015 G.O. Bonds	960,280	10,659	16,349	954,590
LID Guarantee	58,778	1,282		60,060
LID 149 - 4th Street				

# Treasurer's Report

continued

FUND	BALANCE 1/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 2/28/2017
<b>Capital Projects:</b>				
Street Projects	218,282	417,709	273,775	362,216
<b>Enterprise:</b>				
Street Lights	90,637	46,778	92,426	44,989
Water	1,884,223	316,781	234,860	1,966,144
Water Capitalization Fees	4,578,932	27,916		4,606,848
Wastewater	5,158,079	1,093,011	1,418,141	4,832,949
Wastewater-Reserved	828,153	27,500		855,653
WWTP Capitalization Fees	5,527,820	98,686		5,626,506
WW Property Mgmt	60,668			60,668
Sanitation	407,426	348,971	250,748	505,649
Public Parking	183,213	7,576	4,063	186,726
Drainage	568,272	92,682	10,412	650,542
Wastewater Debt Service	1,019,055	504,931	504,510	1,019,476
<b>Fiduciary Funds:</b>				
Kootenai County Solid Waste Billing	199,371	226,918	199,379	226,910
LID Advance Payments	250			250
Police Retirement	1,352,018	14,358	29,274	1,337,102
Sales Tax	2,093	1,846	2,093	1,846
BID	154,560	4,349		158,909
Homeless Trust Fund	431	593	431	593
<b>GRAND TOTAL</b>	<b>\$48,548,834</b>	<b>\$4,792,258</b>	<b>\$7,456,821</b>	<b>\$45,884,271</b>

## History

**Foregone Taxes**

**\$4,390,795**

Tax Year	Amount Taken of 3% Allowed
2017	\$490,552 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%
2012	\$-0-
2011	\$236,748 1%
2010	\$-0-





## General Fund Anticipated Revenue

- Property Taxes 52% \$19,443,490
- Intergovernmental Receipts 25% \$9,337,697
- Licenses and permits 14% \$5,128,500
- 91%



## General Fund Revenue

Collected 58% of Property Taxes	\$11,268,244
Licenses and Permits 38%	\$2,008,417
Intergovernmental Receipts 31%	\$2,869,049



## General Fund Expenses

Personnel Services Total budget \$31,216,240 84%	41% On Plan GO Bond \$
Services and Supplies Total budget \$5,341,151 14%	



## Fund Balance

\$8,788,602

20.82%

of FY 2016 Amended Plan



## City Valuation

2016 Coeur d'Alene	\$3,632,080,114
Kootenai County	\$14,005,552,245
2015 Coeur d'Alene	\$3,309,289,866
Kootenai County	\$13,122,782,513

## City Levy Rate

2016	\$5.91/\$1,000
2015	\$6.09/\$1,000

Assessed Value	\$200,000
Homeowner's Exemption	\$94,745
<b>Net Value</b>	<b>\$105,255</b>

2015:  $\$110.42 \times \$6.09 = \$672.46$   
\$56.04/month

2016:  $\$105.25 \times \$5.91 = \$622.03$   
\$51.84/month



Questions?

## 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

March 7, 2017

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 March 7, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

**INVOCATION:** Pastor Sean McCartin with Life Center CDA provided the invocation.

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

**STATE OF THE SCHOOL – DISTRICT 271 PRESENTATION:** School District 271 Superintendent Matt Handelman provided information regarding the reading indicator proficiencies for grades kindergarten through third grade, which demonstrated that Coeur d'Alene is in the 80<sup>th</sup> percentile. Graduation rates are comparable to other schools within the region and throughout the state. He noted that next Tuesday there will be a levy and a bond on the ballot. The Idaho Law requires approval of maintenance and operation levies every two years, and construction bonds are not funded through the state, so it requires local bonds be approved. Superintendent Handelman clarified that Coeur d'Alene's school district tax rate of \$2.31 per \$1,000 in property value, the second lowest in the state. The rate would stay the same if the levy were approved next Tuesday. He provided information about the current levy and noted that it is 22% of the operating budget for the District. Mr. Handelman noted that the bond would provide for a new elementary school in the northwest section of the district, replace portables at the high schools, and purchase new buses. He encouraged community members to vote on March 14, 2017. Councilmember McEvers asked if the lottery funds would cover construction and capital costs. Mr. Handelman explained that the lottery funds only cover maintenance costs and those funds do not cover all the needed maintenance expenses. Councilmember Edinger asked when the polls would be open. Mr. Handelman noted that polls would be open from 8:00 a.m. to 8:00 p.m. and one can contact the School District or County to find their polling place location. Councilmember Edinger asked about the reasoning behind the three-point harness safety belts being added to the new buses. Mr. Handelman explained that



older buses do not have safety belts. The administration determined that the new buses will include the three point harnesses for increased safety and that they will retrofit six of the most recently purchased buses with the safety belts as well.

**PROCLAMATION OF MARCH 2017 AS AMERICAN RED CROSS MONTH** – Mayor Widmyer proclaimed March 2017 as American Red Cross Month. He encouraged the community to get involved and provide support to the Inland Northwest Chapter of the American Red Cross.

**PRESENTATION REGARDING THE IDAHO ENERGY CODE COLLABORATIVE – OCTOBER 1, 2017 START DATE:** Idaho Energy Circuit Rider representative David Freelove explained that the mission of the collaborative is to facilitate energy code implementation through education, outreach, and technical assistance. He reviewed the history of the energy code adoption, beginning in 1992 with the most recent version adopted in 2012. Since the adoption of that version, there has been a requirement for the mechanical code calculations. Portions of the code relating to air balancing will be verified after October 1, 2017. Mr. Freelove noted that code and its enforcement is supported by Idaho Association of Building Officials (IDABO) and has been a requirement for 8 years. In order to help contractors, he will provide up to 25-air balance certifications at no charge, which would normally cost \$100.00 each. Average costs of a third party contractor to perform the air balancing would be \$125.00 to \$225.00 per home, which can be done by the main contractor once they are certified. Councilmember Gookin asked if air balancing and loads to each room are about adjustments to the vents. Mr. Freelove explained that the dampers would be adjusted according to the load for each room, which provides the appropriate amount of air to each room for heating and cooling. He also clarified that the rules only apply to new construction. Councilmember McEvers asked if this regulation was about saving money and providing efficiencies. Mr. Freelove clarified that older homes which are not designed for the load of the home could result in 50% smaller equipment being placed in the home, which would be a cost savings.

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

1. Approval of Council Minutes for the February 21, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the Public Works and General Services Committee Meeting Minutes from the meeting held on February 27, 2017.
4. Setting of General Services and Public Works Committees meetings for March 13, 2017 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Beer and Wine License transfer of ownership from Alley Cat, LLC. to Scott Gittel for Strada; located at 1830 N. 3rd Street.
6. Approval of Cemetery lot transfers as follows:
  - a. From Don E. Weitz to Lari Carol Percy, Lot 10, Block 57, Section C, Forest Cemetery
  - b. From Ronald and Ardelle Holmquist to Rhonda Esco, Lots 5,6,15, Block 68, Section C, Forest Cemetery
  - c. From Ronald and Ardelle Holmquist to Karen Groce, Lots 1,2,10, Block 68, Section C, Forest Cemetery

- d. From Ronald and Ardelle Holmquist to Ronald Holmquist, Lots 12,13,14, Block 68, Section C, Forest Cemetery
- 7. Approval of Cemetery lot repurchases as follows:
  - a. From Shawnda Hoops, Lot 50, Block E, Section RIV, Forest Cemetery
  - b. From Charlene Nelson, Lot 136, Block C, RIV, Forest Cemetery Annex
- 8. Approval of Final Plat for SS-7-16c, The Ave Condominiums
- 9. **RESOLUTION NO. 17-013-** 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 AN AMENDMENT TO PERSONNEL RULE V COMPENSATION, SECTION 6 PAY PERIODS, TO TRANSITION THE CURRENT MONTHLY PAY DAYS FROM THE 6<sup>TH</sup> AND 21<sup>ST</sup> TO THE 7<sup>TH</sup> AND 22<sup>ND</sup> OF EACH MONTH; APPROVING THE DESTRUCTION OF PUBLIC RECORDS WITHIN THE MUNICIPAL SERVICES, HUMAN RESOURCES, LEGAL, AND PARKS & RECREATION DEPARTMENTS; AND APPROVING A STATE / LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR CONSTRUCTION OF THE GOVERNMENT WAY, HANLEY AVENUE TO PRAIRIE AVENUE PROJECT.

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

**APPOINTMENTS:** Mayor Widmyer asked for the appointment of Greg Lewis and Kristen Lahner to the Arts Commission.

**MOTION:** Motion by Edinger, seconded by McEvers to approve the appointment of Greg Lewis and Kristen Lahner to the Arts Commission. **Motion carried.**

#### **RESOLUTION NO. 17-014**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE POLICY FOR WATER SERVICE OUTSIDE CITY LIMITS AND APPROVING THE FORM OF AN AGREEMENT FOR PROVISION OF WATER SERVICE OUTSIDE CITY LIMITS.

**STAFF REPORT:** Water Superintendent Terry Pickel explained that since the acquisition of the public water system by the City in the mid 1970's there have been continuous requests for water service outside of the corporate city limits. Over the past four decades, that policy has been the subject of near continuous dispute, several subsequent revisions and much debate between the City Council and staff. Staff has received an increasing amount of requests for water service outside City limits, primarily fueled by the growth of our area. Current policy limits those connections to properties that can prove a previous (grandfathered) right for participation in the original water system construction, are contiguous and can annex, or have a failing well with no reasonably economical means for new service. The City's infrastructure in these areas is at or near its intended service life and is inadequate for fire protection. The restriction in potential revenue and lack of additional capitalization fees means that the majority of the burden

for replacement will be placed on all customers. Adopting a policy allowing new customers that front existing mains may help to close the funding gap. Under the proposed revised policy, a property owner would have to prove whether they could be annexed or can become contiguous by bringing in other properties that have previously consented to annexation. If they could not satisfy the annexation requirement within reason, service outside City limits may be granted to those properties fronting existing mains as identified. Further, only one residential hook-up for each identified residential property, or one commercial and one commercial irrigation service would be allowed in order to prevent a property from being further subdivided, thereby creating additional service requests. Overall impact to the system would be relatively minimal. Mr. Pickel has identified approximately 116 parcels that would be eligible under the new policy, and concluded that the amendment to the policy would provide a funding source for needed improvements in these outlying areas, it would aid in contamination prevention by limiting wells, and it would aid in the appearance of fairness. There were 19 Idaho cities polled, 16 of which noted that they do allow some form of service outside the city limits.

**DISCUSSION:** Councilmember McEvers asked if CAP fees would be charged for those connecting to a city main. Mr. Pickel confirmed that current fees would be charged for a new service; however, he is in the process of updating the rate study, which will analyze the CAP fees for services outside the city limits. He believes that collection of these fees will help fund the needed improvements in those areas. Councilmember McEvers asked where the adequate fire flow would come from. Mr. Pickel explained that they currently depend on mutual aid agreements, rural fire land rates and increasing the size of the infrastructure. Councilmember Gookin asked if the policy would provide guidance to staff so that they will be able to make the connection determinations. Mr. Pickel confirmed that is the intent. Councilmember Miller asked for clarity regarding the poll of Idaho cities. Mr. Pickel explained that he used the AIC City Clerk listserve and 19 cities responded. Councilmember English asked if the 116 lots identified, beyond the 35 that are already grandfathered, would be the maximum connections allowed. Mr. Pickel confirmed that the 116 lots identified would be the maximum, and those that are contiguous to the city limits would need to be annexed. Councilmember English expressed concern that they are dealing with rural areas; however, felt it made sense to give opportunity for connection to an abutting main. Councilmember Edinger expressed concern that when people buy homes they are told they can have city water. Mr. Pickel clarified that the County does not require specification as to where the homeowner is going to get water and this should provide that clarity. Councilmember Miller expressed concern that the Blackwell Island piece already has strained equipment and wondered if there are any issues with the annexation of too many parcels. Mr. Pickel confirmed that the main problem is the deteriorating equipment, and that the Water Department is working to install a new transmission main, which will be able to handle more than the number of lots that are currently there. Councilmember McEvers expressed concern that the trigger for annexation is water and sewer and that they get to use all other city resources free. However, he felt that this is the right thing to do. Councilmember Edinger noted that in the past the City was forced into providing services to the City of Fernan, and does not believe it is fair to the citizens of Coeur d'Alene. Mr. Pickel clarified that the policy still requires that an abutting property must annex, and that it is worth the reduction of wells. Councilmember Miller asked if a different rate for those outside the city limits could be established. Mr. Pickel noted that there is no current rate established that is different; however, it can be reanalyzed with the new rate study.

**MOTION:** Motion by English, seconded by Gookin to approve **Resolution No. 17-014**, approving an amendment to the policy for water service outside city limits and approving the form of an agreement for provision of water service outside city limits.

**ROLL CALL:** McEvers Aye; Gookin Aye; English Aye; Edinger No; Miller Aye. **Motion Carried.**

### **AUTHORIZE FUNDING FOR A UTILITY BILLING SPECIALIST POSITION**

**STAFF REPORT:** Finance Director Troy Tymesen explained the need for a full-time benefitted Utility Billing Specialist. He noted that a Utility Billing Supervisor position was created in Fiscal Year (FY) 2009-2010, but was never filled. Currently the Lead Utility Specialist position and other Utility Billing Specialists are routinely working over 40 hours a week to make sure payments are posted and bills are mailed out timely. An immediate concern in the Finance Department is the inability to find time to cross train employees and the billing and payroll functions have no backup. In FY 2014-15 the Finance Department was authorized to hire a part-time person to help with the scanning of utilities payments. This position has evolved into a 29 hour a week position that is essential to the Finance Department. Recently the position has been working 40 hours per week. The Finance Department manages all utility billing, payroll, and accounts payable for the City. Mr. Tymesen noted that it would be an open internal recruitment for the position and that he is seeking \$9,222.00 to fund the position (including benefits) for the remainder of the year. He anticipates additional sales tax revenues that could cover this expenditure.

**DISCUSSION:** Councilmember Gookin expressed appreciation of staff's effort to bring the position up to full-time and was pleased to hear there is additional sales tax anticipated.

**MOTION:** Motion by McEvers, seconded by Edinger to authorize the funding for a Utility Billing Specialist position. **Motion carried.**

### **(LEGISLATIVE HEARING) V-16-5, Vacation of a portion of Appleway Avenue right-of-way adjoining the southwesterly boundary of Lot 4, Block 1 of the Zanetti Subdivision to the City of Coeur d'Alene.**

**STAFF REPORT:** Engineering Project Manager Dennis Grant explained that the applicant, Zanetti Brothers, Inc., has requested that a portion of Appleway Avenue right-of-way adjoining the southwesterly boundary of Lot 4, Block 1 of the Zanetti Subdivision be vacated. It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene. There is no financial impact to the City associated with this action. The purpose behind the request is to realign the excess right-of-way to match the existing public improvements. Mr. Grant mailed 12 requests for comment and received no responses. He recommends approval of the request.

Mayor Widmyer called for public comments, and with none being received. Public testimony was closed.

**DISCUSSION:** Mayor Widmyer asked if there was any current on-going or planned development. Mr. Grant noted that there is a short plat intended for the parcel, which will create two lots fronting Appleway, with another flag lot that will contain an apartment complex.

### **COUNCIL BILL NO. 17-1005**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE APPLEWAY AVENUE RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE SOUTHERLY BOUNDARY OF LOT 4, BLOCK ONE OF THE ZANETTI SUBDIVISION TO THE CITY OF COEUR D'ALENE PLAT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**MOTION:** Motion by McEvers, seconded by Gookin, to dispense with the rule and read **Council Bill No. 17-1005** once by title only.

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

**MOTION:** Motion by McEvers, seconded by Edinger, to adopt **Council Bill 17-1005**.

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

### **(LEGISLATIVE HEARING) V-17-1, Vacation of alley right-of-way within a portion of Block 4 of the Kootenai Addition**

**STAFF REPORT:** Engineering Project Manager Dennis Grant explained that the applicant, Melrose Properties, LLC, has requested that the alley right-of-way within a portion of Block 4 of the Kootenai Addition be vacated. The right-of-way was originally dedicated to the City in 1908. There is no financial impact to the City associated with this action. The property is a sixteen-foot (16') wide dead-end, with both sides of the alley owned by the applicant. The remaining easement would allow unrestricted access to City utilities. Mr. Grant mailed 32 requests for comment and four were received with three being in support and one neutral. He recommends approval of the request.

Mayor Widmyer called for public comments, and with none being received. Public testimony was closed.

**DISCUSSION:** Councilmember Gookin asked if someone owns either side of an alley could they request the vacation of an alley. Mr. Grant clarified that if there were two different owners, the vacated land would be split between the two owners. Councilmember Miller asked if this vacation was connected to the right-of-way acquisition for the hospital development. Mr. Grant confirmed it was not, and clarified it was for the development of new structures.

### **COUNCIL BILL NO. 17-1006**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING THAT PORTION OF THE ALLEY RIGHT-OF-WAY WITHIN BLOCK 4 AS SHOWN ON THE PLAT OF KOOTENAI ADDITION TO THE CITY OF COEUR D'ALENE, RECORDED IN BOOK C OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS THAT PORTION OF THE ALLEY WITHIN BLOCK 4 AS SHOWN ON THE PLAT OF KOOTENAI ADDITION NORTH OF EMMA AVENUE AND WEST OF MEDINA STREET BEING SITUATED IN GOVERNMENT LOT 14, SECTION 11, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**MOTION:** Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1006** once by title only.

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

**MOTION:** Motion by Gookin, seconded by McEvers, to adopt **Council Bill 17-1006**.

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

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

The meeting adjourned at 7:17 p.m.

ATTEST:

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

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

RECEIVED

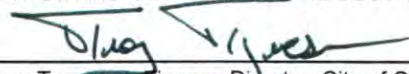
MAR 08 2017

CITY CLERK

City of Coeur d Alene  
Cash and Investments  
2/28/2017

Description	City's Balance
<b>U.S. Bank</b>	
Checking Account	7,701,326
Checking Account	30,295
Municipal Investment Account	6,534
Investment Account - Police Retirement	1,321,743
Investment Account - Cemetery Perpetual Care Fund	1,641,441
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank	1,000,000
<b>Community 1st Bank</b>	
Certificate of Deposit	1,206,619
<b>Idaho Independent Bank</b>	
Secure Muni Investment	249,241
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	249,995
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	29,539,341
<b>Columbia Bank</b>	
Repurchase Agreement Account	2,685,611
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	250,000
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b>45,884,271</b>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Troy Tynes, Finance Director, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FIVE MONTHS ENDED  
February 21, 2017

MAR 08 2017

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$92,719	40%
	Services/Supplies	11,400	4,221	37%
Administration	Personnel Services	328,000	135,501	41%
	Services/Supplies	51,120	24,293	48%
Finance	Personnel Services	683,506	277,654	41%
	Services/Supplies	481,780	233,537	48%
Municipal Services	Personnel Services	1,153,286	481,482	42%
	Services/Supplies	507,013	225,709	45%
	Capital Outlay			
Human Resources	Personnel Services	233,632	88,127	38%
	Services/Supplies	93,025	24,774	27%
Legal	Personnel Services	1,114,688	459,286	41%
	Services/Supplies	92,653	26,918	29%
Planning	Personnel Services	545,298	216,984	40%
	Services/Supplies	39,350	9,077	23%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	126,630	35%
	Services/Supplies	155,606	48,181	31%
	Capital Outlay			
Police	Personnel Services	11,962,404	4,825,936	40%
	Services/Supplies	1,092,115	493,124	45%
	Capital Outlay	5,950	221,770	3727%
Fire	Personnel Services	8,811,284	3,714,673	42%
	Services/Supplies	546,653	187,764	34%
	Capital Outlay	320,000	2,159,281	675%
General Government	Services/Supplies	94,725	95,990	101%
	Capital Outlay		19,973	
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189	46,737	25%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	5,760	19%
	Capital Outlay			
Streets	Personnel Services	2,321,133	1,028,673	44%
	Services/Supplies	645,980	297,960	46%
	Capital Outlay	57,000	18,446	32%



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FIVE MONTHS ENDED  
February 21, 2017


RECEIVED

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	184,523	42%
	Services/Supplies	857,860	47,507	6%
	Capital Outlay			
Parks	Personnel Services	1,423,537	507,598	36%
	Services/Supplies	536,450	124,629	23%
	Capital Outlay	44,000	37,983	86%
Recreation	Personnel Services	550,809	172,355	31%
	Services/Supplies	157,430	46,400	29%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	359,150	41%
	Services/Supplies	41,206	9,843	24%
	Capital Outlay			
Total General Fund		37,082,265	17,081,168	46%
Library	Personnel Services	1,208,298	487,296	40%
	Services/Supplies	199,850	91,197	46%
	Capital Outlay	160,000	46,379	29%
CDBG	Services/Supplies	606,873	38,988	6%
Cemetery	Personnel Services	186,235	74,118	40%
	Services/Supplies	100,500	35,716	36%
	Capital Outlay	30,000	12,780	43%
Impact Fees	Services/Supplies	760,039	175,000	23%
Annexation Fees	Services/Supplies	193,000	193,000	
Parks Capital Improvements	Capital Outlay	146,500	16,231	11%
Cemetery Perpetual Care	Services/Supplies	157,500	52,213	33%
Jewett House	Services/Supplies	25,855	4,896	19%
Reforestation	Services/Supplies	2,000	165	8%
Street Trees	Services/Supplies	100,000	23,081	23%
Community Canopy	Services/Supplies	1,500	768	51%
Public Art Fund	Services/Supplies	231,300	46,147	20%
		4,109,450	1,297,975	32%
Debt Service Fund		937,407	73,264	8%

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FIVE MONTHS ENDED  
February 21, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	38,250	6%
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	25,063	1%
Levee Certification	Capital Outlay	30,000	25,259	84%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay		11,798	
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	10,853	3%
		<u>6,204,039</u>	<u>111,223</u>	<u>2%</u>
Street Lights	Services/Supplies	622,000	193,090	31%
Water	Personnel Services	1,951,906	805,419	41%
	Services/Supplies	4,376,100	803,968	18%
	Capital Outlay	3,225,000	74,955	2%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	1,085,300	42%
	Services/Supplies	7,205,619	1,278,951	18%
	Capital Outlay	12,496,100	853,520	7%
	Debt Service	2,178,063	768,622	35%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	1,208,180	36%
Public Parking	Services/Supplies	253,546	108,389	43%
	Capital Outlay	121,000		
Drainage	Personnel Services	110,381	49,660	45%
	Services/Supplies	637,130	120,491	19%
	Capital Outlay	400,000	21,207	5%
Total Enterprise Funds		<u>43,995,415</u>	<u>7,371,752</u>	<u>17%</u>
Kootenai County Solid Waste		2,500,000	827,108	33%
Police Retirement		173,200	71,669	41%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	1,962	38%
Total Fiduciary Funds		<u>2,888,400</u>	<u>955,739</u>	<u>33%</u>
TOTALS:		<u>\$95,216,976</u>	<u>\$26,891,121</u>	<u>28%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho



RECEIVED


MAR 08 2017

CITY OF COEUR D'ALENE  
Treasurer's Report of Cash and Investment Transactions

CITY CLERK

FUND	BALANCE 1/31/2017	RECEIPTS	DISBURSE MENTS	BALANCE 2/28/2017
<u>General-Designated</u>	\$1,106,276	\$22,550	\$13,379	\$1,115,447
<u>General-Undesignated</u>	17,219,643	1,406,188	4,030,664	14,595,167
<u>Special Revenue:</u>				
Library	506,016	21,113	121,276	405,853
CDBG	(0)			(0)
Cemetery	(26,049)	31,232	20,858	(15,675)
Parks Capital Improvements	375,627	6,844	705	381,766
Impact Fees	3,034,212	48,925	175,000	2,908,137
Annexation Fees	385,085	159		385,244
Insurance	74,220	351		74,571
Cemetery P/C	1,659,980	5,745	20,789	1,644,936
Jewett House	17,378	1,953	2,014	17,317
Reforestation	24,010	972		24,982
Street Trees	198,067	3,382	1,400	200,049
Community Canopy	1,009	1	198	812
CdA Arts Commission	2,192	1		2,193
Public Art Fund	75,004	30		75,034
Public Art Fund - ignite	549,879	227	33,750	516,356
Public Art Fund - Maintenance	93,745	39	327	93,457
<u>Debt Service:</u>				
2015 G.O. Bonds	960,280	10,659	16,349	954,590
LID Guarantee	58,778	1,282		60,060
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	218,282	417,709	273,775	362,216
<u>Enterprise:</u>				
Street Lights	90,637	46,778	92,426	44,989
Water	1,884,223	316,781	234,860	1,966,144
Water Capitalization Fees	4,578,932	27,916		4,606,848
Wastewater	5,158,079	1,093,011	1,418,141	4,832,949
Wastewater-Reserved	828,153	27,500		855,653
WWTP Capitalization Fees	5,527,820	98,686		5,626,506
WW Property Mgmt	60,668			60,668
Sanitation	407,426	348,971	250,748	505,649
Public Parking	183,213	7,576	4,063	186,726
Drainage	568,272	92,682	10,412	650,542
Wastewater Debt Service	1,019,055	504,931	504,510	1,019,476
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	199,371	226,918	199,379	226,910
LID Advance Payments	250			250
Police Retirement	1,352,018	14,358	29,274	1,337,102
Sales Tax	2,093	1,846	2,093	1,846
BID	154,560	4,349		158,909
Homeless Trust Fund	431	593	431	593
GRAND TOTAL	\$48,548,834	\$4,792,258	\$7,456,821	\$45,884,271

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
Troy Tymeson, Finance Director, City of Coeur d'Alene, Idaho

**PUBLIC WORKS COMMITTEE  
MINUTES  
March 13, 2017  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English  
Councilmember Dan Gookin

**STAFF PRESENT**

Troy Tymesen, Finance Director  
Sam Taylor, Deputy City Admin.  
Amy Ferguson, Executive Asst.  
Jim Hammond, City Administrator  
Tim Martin, Streets & Eng. Director  
Dennis Grant, Eng. Proj. Mgr.  
Chris Bosley, City Engineer  
Kim Harrington, Asst. Proj. Mgr.  
Randy Adams, Deputy City Attorney

**Item 1            V-17-2: Vacation of a Portion of W. Garden Avenue Right-of-Way  
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request on behalf of applicant, Ignite cda, for the vacation of a 96.5-foot-wide portion of W. Garden Avenue right-of-way that adjoins their property on one side and the City of Coeur d'Alene property on the other.

Mr. Grant stated in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in 1908. The vacation would not have any financial impact on the City and would add approximately 0.667 Acres to the County tax roll. It would be a benefit to the municipality as a tax revenue and to the land owner whose lots adjoin the strip of usable property. Mr. Grant further noted that the City is redeveloping Memorial Field, and is also completing a land trade with the Urban Renewal District (Ignite cda) to allow for park development. The purpose of the vacation is to allow the City to exchange a portion of the Garden Avenue right-of-way for a portion of Ignite cda property. The land exchange will allow cohesive development of the new outdoor recreational facilities. The justification for the vacation is that the Garden Street right of way is 96.5 feet wide and services a vacant single family lot (owned by Ignite cda) and the skate park. It also acts as an inform access to Memorial Field parking. After the City-Ignite land trade, and creation of Memorial Park, Garden Avenue will no longer be necessary to provide access to the single family lot or any park facility.

Councilmember Gookin asked why they are vacating the full lot and not just the west half. Mr. Grant said that they are vacating the full right-of-way and the northerly half will go to ignite and the southern half will go to the City of Coeur d'Alene. The city will retain all of the easements so that there will be access to all of the utilities.

**MOTION: Motion by English, seconded by Gookin, to recommend that Council instruct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and to recommend the setting of a public hearing for April 18, 2017. Motion carried.**

## **Item 2            Seltice Way Construction Phase Services Agreement with Welch Comer Consent Resolution**

Chris Bosley, City Engineer, presented a request for approval of a Construction Phase Services Agreement with Welch Comer. Mr. Bosley stated in his staff report that under an agreement with the City, Welch Comer Engineers completed the design of the proposed Seltice Way Revitalization project. An amendment to the agreement is needed to extend the contract to provide construction phase services, such as construction surveying, construction observation, submittal reviews, and quantity/pay verifications. The budgeted amount for construction included construction phase services. Approval of the agreement will enable the engineers most familiar with the project to manage the construction, which is scheduled to begin this spring.

Mr. Bosley noted that bids for the project will be opened tomorrow. Councilmember English asked if this is expanding the work that Welch Comer was doing. Mr. Bosley said that Welch Comer has completed the design work and has done some concept and public outreach. This would be an addendum to the original agreement. He confirmed that the costs for the construction phase agreement are included in the construction budget.

**MOTION: Motion by Gookin, seconded by English, to recommend Council approval of Resolution No. 17-015, authorizing an amendment to the Consultant Agreement with Welch Comer Engineers to provide construction phase services on the Seltice Way Rehabilitation Project. Motion carried.**

## **Item 3            K-Med Purchase and Sale Agreement, Deed, and Temporary Easement Consent Resolution**

Chris Bosley, City Engineer, presented a request for approval of a Purchase and Sale Agreement with Temporary Easement and acceptance of a Warranty Deed to obtain the right-of-way and access needed for the Ironwood/US-95 intersection project.

Mr. Bosley stated in his staff report that through the Idaho Transportation Department, the US-95/Ironwood Drive intersection improvement project has been awarded to the successful low bidder. In order to begin construction, the necessary right of way and easements must be obtained. Approval of the agreement will allow for construction of the project to begin this spring.

Mr. Bosley noted that this was one of the last pieces of right-of-way that needed to be purchased. Councilmember Gookin asked what the budgeted amount was. Mr. Bosley said that they originally budgeted \$300,000 for the project, but they have an agreement with Kootenai Health where Kootenai Health is paying for half of the cost. They have since had some addendums to the agreement to increase that amount. The purchase price for this right-of-way equaled \$17.57 per square foot, which Mr. Bosley commented is equal to what the City would end up spending if they had to go through the condemnation process with attorney fees, etc.

Councilmember Gookin asked about the amounts for landscaping and paving. Mr. Bosley indicated that those amounts are for restoration of the property to its original condition after construction.

Councilmember English asked what is a temporary easement. Mr. Bosley explained that the temporary easement is just during construction to give the contractor access. He noted that typically you would pay about 10% of the right-of-way value for a temporary easement.

**MOTION: Motion by Gookin, seconded by English, to recommend Council approval of Resolution No. 17-015, authorizing a Purchase and Sale Agreement with Temporary Easement and accepting the Warranty Deed for the K-Med property. Motion carried.**

**Item 4            SAM Investments Purchase and Sale Agreement, Deed and Temporary Easement Consent Resolution**

Chris Bosley, City Engineer, presented a request for approval of a Purchase and Sale Agreement with Temporary Easement and acceptance of a Grant Deed to obtain the right-of-way and access needed for the Ironwood/US-95 intersection project.

Mr. Bosley stated in his staff report that through the Idaho Transportation Department, the US-95/Ironwood Drive intersection improvement project has been awarded to the successful low bidder. In order to begin construction, the necessary right of way and easements must be obtained. Approval of the agreement will allow for construction of the project to begin this spring.

Mr. Bosley said that this right-of-way purpose is for some signal work at the intersection and a little bit of curb and sidewalk, and the City also negotiated to move the sign in that location.

Councilmember Gookin asked why it is necessary to shave the corners in that area. Mr. Bosley said that it is needed for sidewalks with signals behind them.

Councilmember Gookin asked what the price was per square foot. Mr. Bosley said that it was \$10.00. Councilmember Gookin also asked what the \$500.00 cost for administrative settlement was. Mr. Bosley said that it was to pay the consultant to complete the agreement with the property owner.

Councilmember McEvers asked if half of the costs are being picked up by Kootenai Health. Mr. Bosley confirmed that both the Emma/95 Intersection and Ironwood/95 intersection are the same project and Kootenai Health is cost sharing.

**MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-015, authorizing a Purchase and Sale Agreement with Temporary Easement and accepting the Grant for the SAM Investments property. Motion carried.**

**Item 5            Grant of Easement from the Coeur d'Alene Tribe and Kootenai County – Seltice Consent Resolution**

Chris Bosley, City Engineer, presented a request for approval of a Grant of Easement from the Coeur d'Alene Tribe and Kootenai County.

Mr. Bosley stated in his staff report that the City was awarded federal funding through the Idaho Transportation Department to construct a shared-use path on the south side of Seltice Way from the Centennial Trail to Northwest Boulevard. In order to connect to the Centennial Trail, an easement is required at the edge of the Coeur d'Alene Tribe/Kootenai County owned parcels where the future transit center is planned to be located. There is no fee for the grant and acceptance of the grant will allow for the shared-use path connection to the Centennial Trail, scheduled to begin this spring.

Mr. Bosley confirmed that the easement is for two separate parcels, but in effect it is the same easement.

Councilmember McEvers noted that for the Interstate 95 project the City was paying for the easements, but in this instance, they are being given to the City. Mr. Bosley confirmed that the easement from the Tribe cost \$1.00. He noted that it should benefit the tribe as well since it is located near the site of the future transit center which would enable greater connectivity.

**MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-015, accepting the Grant of Easement from the Coeur d'Alene Tribe and Kootenai County for construction of a shared-use path along Seltice Way. Motion carried.**

#### **Item 6 Cooperative Funding Agreement for the 2017 Chip Seal Project Consent Resolution**

Kim Harrington, Assistant Project Manager, presented a request for approval of a Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2017 Chip Seal Project.

Ms. Harrington stated in her staff report that this is the second year of the City of Coeur d'Alene's Chip Seal program. Welch Comer Engineering is tasked with the design, bid, and construction phase services for all the participating municipalities. The Chip Seal program is a part of the City of Coeur d'Alene's Overlay program and is a budgeted item. The budget amount for the chip seal program is approximately \$199,000. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Coeur d'Alene will be the lead and will coordinate with the other city participants. Approval of the Cooperative Funding Agreement for the Chip Seal program would provide clarity for all parties and provide the terms of the funding, work performed, and the management of the project. The project will begin in late July or August.

Ms. Harrington explained that the arterial chip seal project area is Government Way, from Harrison to I-90, and the two residential areas are Best Hill Meadows and the Foothills. She noted that the agreement helps to get better prices on quantities and helps manage the phases of the project.

Councilmember Gook asked why the City wasn't the lead last year. Ms. Harrington confirmed that this year the City is taking their turn at being the lead and the City of Hayden was the lead last year. She noted that Welch Comer will be coordinating a lot of the project also and this agreement allows the entities to coordinate together and work with the consultant.

Ms. Harrington confirmed that the Streets & Eng. Department will come back to the Public Works Committee at a later date to talk about the chip seal program and road maintenance, etc.

**MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-015, authorizing a Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2017 Chip Seal Project.**

**DISCUSSION:** Councilmember McEvers asked Tim Martin, Streets & Engineering Director, about quarter inch chip seal and wondered if it is really worth the effort to put a quarter inch down. Mr. Martin commented that last year they did the Woodside subdivision, in the northwest corner. All indications right now is that it held up very well. He noted that the smaller chips are used in residential areas because of bicycles and skateboarders, etc. After the street is chipped, a "fog seal" is applied over the top that seals the chips so they don't unravel. Mr. Martin noted that Government Way will have a bigger chip on which lasts longer on the higher speed, more traffic areas. He commented that there are many methods

out there and they are going to try to find what works best for the City. In addition, they are also looking at partnering with one of the highway districts that does chip seals in house for potential cost savings.

Councilmember McEvers asked about chip seal compared to overlay. Mr. Martin said that overlay is usually about 2 to 2 ½ inches on arterials, and 1 ½ inches in residential areas. He commented that it makes sense to do chip seal in some of the residential areas because they can get longer life without an overlay and be able to put some of their overlay dollars into the arterials where most of the traffic is moving. They are also working on trying to get a pavement management program in place so they can look at their roads and grade them.

Mr. Martin explained that chip seal is primarily done on roads that are in pretty good shape to begin with. There are some residential streets that they will have to overlay, but then you put a chip seal over them 4 or 5 years later and that results in another 10 years of life out of the roads. Mr. Martin confirmed that chip seal is less expensive than overlay.

**Motion carried.**

The meeting adjourned at 4:27 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison



March 13, 2017  
**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

**STAFF**

Todd Hedge, PD  
Shawn Youngman, PD  
Steve Childers, PD  
Lee White, Police Chief

**STAFF con't**

Juanita Knight, Senior Legal Assistant  
Katie Kosanke, Urban Forestry Coordinator  
Bill Greenwood, Parks & Recreation Director  
Renata McLeod, Municipal Service Director  
Mike Gridley, City Attorney  
Troy Tymesen, Finance Director  
Jim Hammond, City Administrator  
Randy Adams, Chief Deputy City Attorney

**Item 1.        Amendments to snow removal and weed ordinances.**  
**(CB 17-1007 and 17-1008)**

Chief White is requesting Council authorize amendments to the snow removal ordinance (City Code 12.24) and weed ordinance (City Code 8.08). The Chief explained in his staff report that the current code provides that a violation of snow removal and weed ordinances are a misdemeanor and require involvement of the City Attorney's office for remedy. This process is often time consuming and may not provide a timely solution to the problem. Additionally, it does not allow Code Enforcement Officers the ability to take immediate enforcement action, if required. The language of the current codes further leads to potential violations which seem not to have been intended by Council. Although there is no immediate financial impact, staff time will be used to enforce the ordinances and fines may be collected; however, the amount of each is difficult to determine.

Council Member Miller expressed concern for issuing citations to citizens who are disabled, elderly, injured, or otherwise physically unable to comply with the proposed ordinances as well as folks just moving to the area and are not familiar with the removal requirements of ordinances. The Chief said the intent of the ordinance is for those persons who neglects or refuses to comply. He said the Code Enforcement officers are very good at educating and communicating with the community and providing resources to those citizens physically unable to comply. The goal of Code Enforcement is to gain voluntary compliance, not just to issue citations. Shawn Youngman, Code Enforcement officer said they do take everything into consideration when evaluating each situation before a letter is given and before a citation is issued.

Council Member Miller said she's sure that the PD is doing everything they can. However, she just believes something should be in print whether it is in the ordinance or in a policy. The Chief said the Police Department website provides various information for additional services for snow removal assistance. He also noted they have a brochure with additional information that they provide to the community.

Council Member Evans asked if the ordinance provides enough 'teeth' for the PD by removing the 9:00 a.m. deadline and replacing it with 'within a reasonable time.' Mr. Youngman said it does. He said it is hard to enforce snow removal by 9:00 a.m. if a storm is still dropping a great deal of snow. He said they have a lot of judgement and their goal is compliance not citations.

Council Member Edinger asked Mr. Youngman how they are doing with removing cars, trucks, campers, etc. that have been parked on the streets all winter. Mr. Youngman said some of these vehicles have been buried in the snow and a lot of the community is having trouble finding places to park. He said from 2015 to date they have dealt with 149 parking issues (to include tows, warnings, and citations). The volunteers working on abandoned vehicles are doing a great job and they are towing 2-4 vehicles a week. Some of these are taking more time due to the snow.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No. 17-1007 approving the presented amendments to Section 12.24 – Snow and Ice removal and Council Bill No. 17-1008 Section 8.08 – Weed Abatement. Miller asked to amend the motion to add the assurance that the responsible parties are aware of the consequence and the remediation resources through process and/or policy. Motion Carried.**

**Item 2.            Use of impact fees for new police building.**  
**(Agenda)**

Lee White is requesting authorization to spend \$90,000 from the PD impact fee account for completion of the new police building. Chief White noted in his staff report that the building project approved through the General Obligation Bond is nearly complete. However, bond funds were not planned to be used for built-in cabinets or IT equipment. Impact fees are requested to furnish the building with built-in desks and cabinets, work tables, IT cabling and conduit, snow stops and gutters, a 50 amp breaker for the command vehicle, electronic building access control (to be consistent with design of headquarters building and new City Hall access control), and pavement/ parking lot work. Chief White explained that previously collected impact fees are available and were part of the plan to fully outfit the building for use. Additionally, it was not appropriate to use GO Bond funds for these expenses. There will be no impact to the general fund for these purchases.

Council Member Miller asked what the balance is of the Police Department impact fees is. Chief White said it is \$363,000.00 +/-.

Council Member Evans asked if it was always the plan to use the impact fees to complete this project. Chief White relied yes.

Council Member Edinger asked Troy Tymesen, Finance Director, if it is okay to do this. Mr. Tymesen replied yes and he supports this plan. Mr. Tymesen also went into greater detail explaining the overall good-deal this project has been.

**MOTION: by Evans, seconded by Miller, to recommend that Council authorize staff to spend \$90,000 in Police Department impact fees to fully outfit the new police building as requested. Motion Carried.**

**Item 3.            Declaration of Policy to award duty weapon, badge, and handcuffs upon retirement.**  
**(Resolution No. 17-016)**

Chief White is requesting the Council declare it a policy of the City to award police officers their used duty weapon, badge, and handcuffs who retire under the regular or medical PERSI provisions, upon the recommendation of the Chief for meritorious service. Chief White explained in his staff report that police

officers often remain in the jurisdiction in which they formerly worked and periodically encounter criminal activity after retiring. In the past, the Police Officer's Association has purchased the used weapon for those retiring officers; however, this practice can be inconsistently applied. Currently, there are two Idaho code sections allowing a retiring law enforcement officer to receive their duty handgun, badge and handcuffs. The first section, IC 67-2901(11), allows for an officer with the Idaho State Police, as long as criteria has been met, to be awarded his badge, duty weapon and handcuffs. The second section, IC 31-830, allows for a retiring Sheriff or deputy county sheriff, as long as they have met the provisions of the public employee's retirement system, be awarded their duty weapon and badge. Neither of these code sections applies to city law enforcement officers. The current value of these items at time of trade-in is \$300.

Council Member Miller asked if this would cause a shortage of weapons due to weapons being held up in cases as evidence. Chief White said there have been very few retirements that would qualify for receiving their duty weapon. He believes they have adequate supply to ensure this is not an issue.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-016 establishing a new Policy to award a police officer their duty weapon, badge, and handcuffs who retire under the regular or medical PERSI provision, and upon recommendation of the chief for meritorious service. Motion Carried.**

**Item 4.            Amendments to Urban Forestry ordinance.**  
**(CB 17-1009)**

Katie Kosanke is requesting Council authorize amendments to Chapter 12.36 – Urban Forestry. Mrs. Kosanke explained in her staff report that staff determined changes were needed at the April 2016 Urban Forestry committee meeting. The ordinance was first established in 1985 and has had only minor changes since then. The proposed changes include:

- Various definitions and wording changes for clarification.
- Take out topping out as allowable with an approved permit. This practice is against industry standards and has not been allowed in the past. Reduction pruning replaces topping which is an acceptable practice in some cases when height reduction is allowed.
- Clarify fee in lieu of replacement tree; allows exceptions for replacement trees when planting a replacement tree is not practical.
- Add additional provisions for tree service licensing to ensure quality control of tree services working on public trees.
- Allow others to plant trees in the right-of-way; not just tree services. Not all of the city-licensed tree services plant trees and this has not been enforced as many landscape contractors plant trees through site development following city guidelines.
- Increase the minimum size of a tree planted from 1.25" to 1.5" caliper for a required street tree for better survivability street side.
- Add permits required for root pruning of public trees.
- Amend tree spacing requirements to be consistent throughout the ordinance.
- Include new technology for root containment including engineered soil and cell planters.
- Deviations from the approved street tree list requests go to the Urban Forestry Committee, rather than all the way to City Council. These are requests for planting trees other than what is on the city's approved street tree list.
- Require stump grinding for less stumps street side, also allows more room for new trees.

- Outline penalties for ordinance violations consistent with the appraised value of the damage.

Mrs. Kosanke also noted that some staff time will be needed to issue permits for root pruning; this will reduce the potential for damage to tree roots which can lead to tree decline or increased hazards to public safety. Increasing the size of required street trees from 1.25" caliper to 1.5" caliper does increase the cost of trees from \$15-\$35 per tree depending upon supplier and/or species.

Council Member Evans asked what the amount of the fee in lieu of. Mrs. Kosanke said it is \$300.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No. 17-1009 approving amendments to Chapter 12.36 – Urban Forestry as presented. Motion Carried.**

**Item 5.           Tree preservation standards.**  
**(CB 17-1010)**

Mrs. Kosanke is asking Council to adopt tree protection standards for public trees and Grand Scale Trees. Mrs. Kosanke explained in her staff report that currently there are no standards in place to protect trees and tree roots from impact through site development. This has resulted in dieback of tree branches and/or tree decline and removals which can pose safety risks. The City's Commercial Design standards for C-17 and C-17L zoning include a section regarding preserving private property trees called "Grand Scale Trees". These are large diameter trees on private property within 20' of a public street that a developer can choose to retain. The intent of this program is to encourage the retention of existing, larger, mature trees on private property (not street trees that are required to be retained unless approved for removal by the Urban Forestry Committee). The developer can receive bonuses for preserving grand scale trees in order to support the natural beauty of Coeur d'Alene. Recently, there were locations where Grand Scale Trees were intended to be preserved, however no measures were put in place to ensure survivability through the development process. The impact of the construction (root cutting, soil compaction, and trunk damage) resulted in tree decline and the trees had to be removed, while the developer had received bonuses for preserving them. With new requirements, developers will need to provide a tree protection plan when preserving grand scale trees. The tree protection will consist of fencing, signs, and mulch supplied by the developer to be in place throughout the duration of the project. City staff time will be needed for pre-site inspections, review of plans, monitoring the site during construction, and increased coordination with the developer. If the tree protection measures are not followed, or the tree fails due to construction impacts within the tree protection zone, the appraised value of the tree will be charged to the developer. The appraised value of the tree will be determined at the beginning of the project following the Council of Trees & Landscape Appraisers Guide for Plant Appraisal. In addition to the appraised value, the developer will also have to plant a 2.5" caliper sized tree.

Council Member Miller asked about the bonus a developer can get. If they receive the bonus, but the tree(s) later die, what happens then. Mrs. Kosanke explained that the bonus is a FAR bonus, which is floor, area, ratio bonuses which means they can have more floor space and bigger buildings for the site. So, that is something that cannot be taken away. Mrs. Kosanke said that construction damage to trees does not usually show up for a couple of years. By then, owners change and developers are long gone. The best time to ensure the tree(s) will survive is during construction. Therefore, the Urban Forestry is requiring a number of things to ensure the tree(s) are well taken care of so they don't die.

Council Member Miller asked Mrs. Kosanke if they have a database record of Grand Scale Trees. Mrs. Kosanke said she has a database of 26,000 trees in the public right of way. The Grand Scale Trees are on private property so they do not have record of those. However, they do keep their eye open through the development review process for properties that may have Grand Scale Trees and encourage them to keep the trees through the development process. Mrs. Kosanke said the process is voluntary, so they don't have to save them.

Council Member Miller asked Mrs. Kosanke if she plans to give this presentation to the building contractors association to be as proactive as possible by letting the developers know how much the City wants them to save those large trees. Mrs. Kosanke said she will look into that.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No. 17-1010 adopting a new M. C. Section 12.36.460 entitled Tree Protection Plan. Motion Carried.**

**Item 6.           Coeur d'Alene Arts & Culture Alliance agreement.  
(Resolution No. 17-015)**

Bill Greenwood is requesting Council approve a 3-year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series. Mr. Greenwood explained that the Arts & Culture Alliance have been operating and managing the Riverstone Concert series at Riverstone Park for the last 8 years with great success and has been well received by the community from the inception. Mr. Greenwood noted, up to this point, they have operated without an agreement with the City. The agreement mostly solidifies and guarantees the concert dates. The concert performances are on Thursday evening beginning the first week of July thru the last week in August; these concerts are free to the public.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-015 approving a 3-year agreement with the Coeur d'Alene Arts & Culture Alliance for the Riverstone Park Summer concert series. Motion Carried.**

**Item 7.           Renewal of Handshake Productions agreement.  
(Resolution No. 17-015)**

Bill Greenwood is requesting Council approve a 3-year renewal agreement with Handshake Productions with the option for an additional 3-year renewal provided everything runs smoothly. Mr. Greenwood said the Summer Concert Series sponsored by Handshake Productions is entering its 23<sup>rd</sup> year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-015 approving a 3-year renewal agreement with Handshake Productions with the option for an additional 3-year renewal. Motion Carried.**



**Item 8.           Request for Destruction of Records.**  
**(Resolution No. 17-015)**

Renata McLeod is requesting Council approve the destruction of certain public records. Mrs. McLeod said the Administration Department is requesting the destruction of temporary records, which consist of former Administrator files. Pursuant to the Records Retention Manual adopted by the City Council in 2006, staff is presenting a list of remaining files to the Council for authorization for destruction of such records without scanning. It has been determined that the files are more than two years old and have no historical value. Mrs. McLeod added that.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-015 authorizing the destruction of records as presented. Motion Carried.**

The meeting adjourned at 1:05 p.m.

Respectfully submitted,

  
Juanita Knight  
Recording Secretary

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** March 13, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-17-2, Vacation of a portion of W. Garden Avenue right-of-way located within the Plat of Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A.**

---

### **DECISION POINT**

The applicant, Ignite cda, is requesting the vacation of a 96.5-foot-wide portion of W. Garden Avenue right-of-way that adjoins their property on one side and City of Coeur d'Alene property on the other. See attached exhibit.

### **HISTORY**

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in 1908.

### **FINANCIAL ANALYSIS**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.667 Acres (29,053 Square Feet) to the County tax roll. It would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

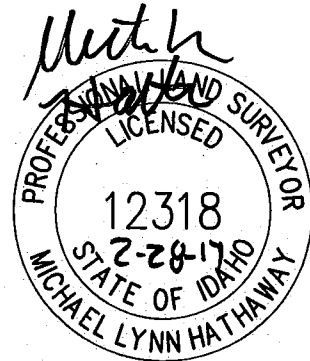
### **PERFORMANCE ANALYSIS**

The City is redeveloping Memorial Field, adding new recreational amenities, including a skate park, restrooms, sports courts, open play and picnic areas and constructing a new parking lot that will be accessed by NW Boulevard. The City is, also, completing a land trade with the Urban Renewal District (Ignite CDA) to allow for park development. The purpose of the vacation is to allow the City to exchange a portion of the Garden Avenue Right-of-Way for a portion of Ignite CDA property. The land exchange will allow cohesive development of the new outdoor recreation facilities.

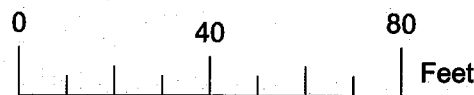
The justification for the vacation is that the Garden Street right-of-way is 96.5 feet wide and services a vacant single family lot (owned by Ignite CDA) and the skate park. It also acts as an informal access to Memorial Field parking. After the City-Ignite land trade, and creation of Memorial Park, Garden Avenue will no longer be necessary to provide access to the single family lot or any park facility.

### **RECOMMENDATION**

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on April 18, 2017.



SUBD. OF GOV'T LOT 37



W GARDEN AVE

60'

N PARK DR

60'

FOUND BOLT FLUSH WITH GROUND

FOUND ANGLE IRON

GOV'T LOT 39

S89°04'31"E  
274.29'

W GARDEN AVE

PROPOSED ROW VACATION  
29053 SQ FT  
0.667 ACRES

327.84'  
N89°04'31"W

S28°12'09"E  
110.47'

8.96'

MARKED "W.C. T50N R4W S14 AP8 TR44 CCDA 2001"

B.N.S.F. RAILROAD (ABANDONED)

72

GOV'T LOT 48

CITY PARK / MEMORIAL FIELD

### NOTE

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

### LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND 1/2" INSIDE DIAMETER IRON PIPE
- ⊗ FOUND 3-1/4" ALUMINUM CAP BLM MONUMENT

**WELCH-COMER**  
ENGINEERS | SURVEYORS

www.welchcomer.com  
350 E. Kathleen Ave.  
Coeur d'Alene, ID 83815

208-664-9382  
(toll free) 877-815-5672  
(fax) 208-664-5946

COPYRIGHT 2015  
Welch-Comer & Associates, Inc.  
This document, and ideas and designs  
incorporated herein, as an instrument  
of professional service, is the property  
of Welch-Comer & Associates, Inc.,  
and is not to be used in whole or in  
part for any other project without the  
written authorization of Welch-Comer  
& Associates, Inc.

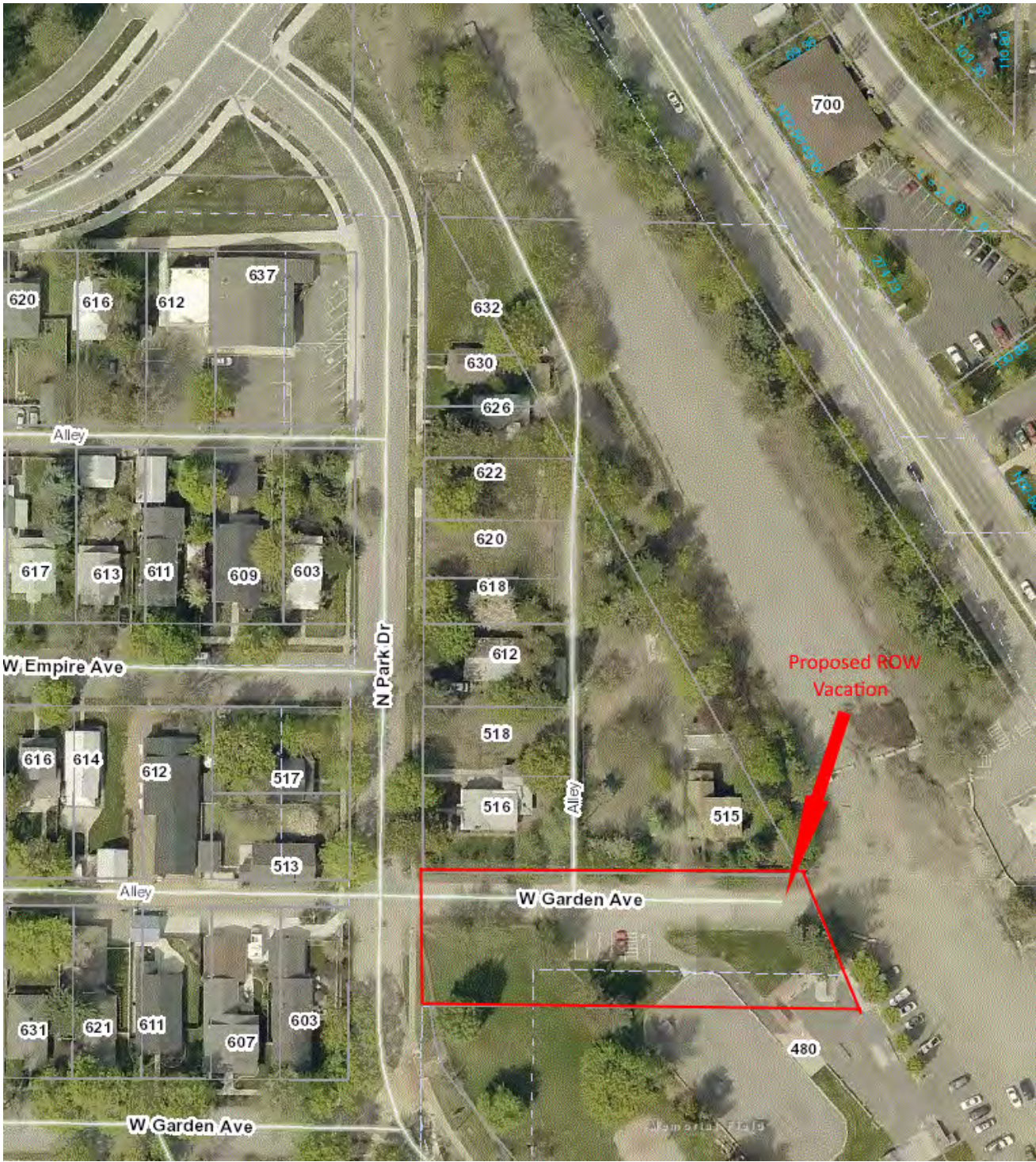
VACATION EXHIBIT FOR W GARDEN AVENUE  
BETWEEN N PARK DRIVE AND THE BNSF RAILROAD RIGHT OF WAY

SW 1/4 SEC. 14, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER:	41284
DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41284VAC.DWG
DATE:	02/27/2017
SHEET NO:	1 OF 1



## V-17-2 Vacation of ROW (W. Garden Avenue)



# 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 250  
Rec No 1229514  
Date 3/9/17  
Date to City Council: 3/21/17  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year <i>ok 1005</i>
<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
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>COEUR D ALENE FRESH</u>		
Business Mailing Address	<u>P O BOX 3341</u>		
City, State, Zip	<u>CDA</u>	<u>ID</u>	<u>83816</u>
Business Physical Address	<u>317 E CDA AVE</u>		
City, State, Zip	<u>CDA</u>	<u>ID</u>	<u>83816</u>
Business Contact	Business Telephone : <u>208 6768933</u>	Fax: <u>866-874-7876</u>	
	Email address: <u>coeurdalenefresh@gmail.com</u>		
License Applicant	<u>MARLA J. McWILLIAMS</u>		
If Corporation, partnership, LLC etc. List all members/officers	<u>n/a</u>		



## **CITY COUNCIL STAFF REPORT**

**DATE:** March 21, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-2-17, Wilky Tracts Subdivision: Final Plat Approval**

---

### **DECISION POINT**

Staff is requesting the following:

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

### **HISTORY**

- a. Applicant: Steve Syrcle, PE  
Tri-State Consulting Engineers, Inc.  
1859 N. Lakewood Drive, Suite 103  
Coeur d'Alene, ID 83814
- b. Location: Northeast corner of 5<sup>th</sup> Street and Harrison Avenue.
- c. Previous Action:
  1. Preliminary plat approval, March 2017.

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This is a plat of a portion of Lots 7, 8 & 9, Block 12 of the amended plat of Simms Addition. This subdivision created two (2) individual lots. Lot 2 has an existing structure and Lot 1 is a buildable parcel. The infrastructure has been previously installed and accepted by the appropriate departments along with all the required conditions.

### **DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

PLAT OF  
**WILKY TRACTS**

A PORTION OF LOTS 7, 8 & 9, BLOCK 12, AMENDED PLAT OF SIMMS ADDITION,  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP  
NO SCALE

**OWNERS CERTIFICATE**

BE IT KNOWN BY THOSE PRESENT THAT KENNETH A. WILKINSON, AN UNMARRIED MAN, DOES HEREBY CERTIFY THAT HE OWNS AND HAVE Laid OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS "WILKY TRACTS", BEING ALL OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THE WARRANT DEED RECORDED AS KOOTENAI COUNTY RECORDERS INSTRUMENT NO. 2168063000, AND BEING THE WEST 90.0 FEET OF LOTS 7 AND 8 AND THE WEST 90.0 FEET OF THE SOUTH HALF OF LOT 9, BLOCK 12, ACCORDING TO THE OFFICIAL PLAT OF SIMMS ADDITION TO THE TOWN OF COEUR D'ALENE, RECORDED AS BOOK 18 OF PLATS AT PAGE 57, KOOTENAI COUNTY RECORDS, IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, MONUMENTED BY A 1" OUTSIDE DIA. IRON PIPE IN A CITY MONUMENT BOX, AS NOTED IN CNF INSTRUMENT NO. 2014424, LOCATED SOUTH 89°11'54" EAST, 229.412 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12, MONUMENTED BY A 2" DIA. ALUMINUM CAP IN A CITY MONUMENT BOX, AS NOTED IN CNF INSTRUMENT NO. 1457108, THENCE FROM SAID POINT OF COMMENCEMENT NORTH 89°11'34" WEST, 642.42 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY OF BLOCK 12 OF SAID PLAT, THENCE NORTH 00°09'48" WEST, 27.37 FEET ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID BLOCK 12 MARKED BY A 5/8" REBAR AND CAP STAMPED "ATS-PLS 2002" (FURTHER REFERENCED AS "ATS MONUMENT") AND BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE CONTINUING ALONG SAID WEST BOUNDARY NORTH 00°09'48" WEST, 124.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID LOT 9, MARKED BY AN "ATS MONUMENT";

THENCE SOUTH 89°37'07" EAST, 90.00 FEET TO THE NORTHEAST CORNER OF SAID WEST 90.00 FEET OF THE SOUTH HALF OF LOT 9, MARKED BY AN "ATS MONUMENT";

THENCE SOUTH 00°09'48" EAST, 124.79 FEET ALONG THE EAST BOUNDARY OF SAID WEST 90.00 FEET TO THE SOUTHEAST CORNER THEREOF AND MARKED BY AN "ATS MONUMENT"; SAID MONUMENT LYING ON THE NORTH RIGHT-OF-WAY LINE OF HARRISON AVE.;

THENCE NORTH 89°37'07" WEST, 90.00 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL OF LAND;

SAID DESCRIBED PARCEL, CONTAINING 0.258 ACRES OF LAND, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER AND SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

RESERVING ANY SUCH EASEMENT AS MAY BE OF RECORD OR IN VIEW.

KENNETH A. WILKINSON

DATE:

**NOTARY PUBLIC CERTIFICATE**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, BEFORE ME,  
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED:

KENNETH A. WILKINSON

KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO  
THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF IDAHO: \_\_\_\_\_

RESIDING AT \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

**HEALTH DISTRICT APPROVAL**

SANITARY RESTRICTIONS, ACCORDING TO IDAHO CODE 50-1824 TO 50-1829, ARE IMPOSED ON THIS PLAT, NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

PLAT APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

PARRMAN HEALTH DISTRICT 1

SANITARY RESTRICTIONS SATISFIED AND LIFTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

PARRMAN HEALTH DISTRICT 1

**CITY COUNCIL APPROVAL**

THIS PLAT IS HEREBY APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO:

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

CITY OF COEUR D'ALENE, MAYOR \_\_\_\_\_

CITY OF COEUR D'ALENE, CLERK \_\_\_\_\_

CITY OF COEUR D'ALENE, ENGINEER \_\_\_\_\_

**COUNTY RECORDER**

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

AS INSTRUMENT NUMBER \_\_\_\_\_ AND DULY RECORDED

AT BOOK \_\_\_\_\_ IN PAGE \_\_\_\_\_ OF PLATS.

KOOTENAI COUNTY RECORDER

BY: \_\_\_\_\_ FEE: \_\_\_\_\_  
DEPUTY

**COUNTY TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE

AND DEDICATION HAVE BEEN PAID THROUGH \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

KOOTENAI COUNTY TREASURER

**COUNTY SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.



KOOTENAI COUNTY SURVEYOR

**SURVEYOR'S CERTIFICATE**

I, MATTHEW B. MAYBERRY, P.L.S., #969, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF DECEMBER 2008. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT ALL MONUMENTS HAVE BEEN SET AS DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING  
INC.

9177 HESS STREET, HAYDEN IDAHO 83415  
• TEL (208) 772-2741 FAX (208) 762-7731

SCALE: N/A  
CHECKED BY: MMB  
DATE: 03-20-2009  
DRAWN BY: MMB  
DATE: 12-23-2008  
DWG: PLAT-2A  
PLOT: 08-075

# PLAT OF WILKY TRACTS

A PORTION OF LOTS 7, 8 & 9, BLOCK 12, AMENDED PLAT OF SIMMS ADDITION.  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
NO. \_\_\_\_\_

PAGE 2 OF 2



## LEGEND

- (M) MEASURED
- (R) REFERENCE
- (C) COMPUTED
- SET 5/8" BY 3/4" KEENAL WITH PLASTIC CAP MARKED "M.S. # 2062"
- FOUND MONUMENT AS NOTED
- COMPUTED POINT (NOTHING FOUND OR SET)
- FOUND 3/4" IRON PIPE
- FOUND P.C. NAIL & WASHKIE TIES 5/200"
- ✕ SECTION CORNER
- ✕ QUARTER CORNER

## REFERENCES

- R(1) AMENDED PLAT OF SIMMS ADD., BY J.S. EDWARDS, CE, JULY 1909 / BOOK D, PAGE 37.
- R(2) SURVEY BY FREDERICK A. MCKEL, LS 704, FEBRUARY 1972. UNRECORDED.
- R(3) SURVEY BY RUSSELL G. HODSACKER, PLS 5209, DECEMBER 2004 / BOOK 23, PAGE 116.
- R(4) PLAT OF ROSY'S CONDO. BY ERNEST M. WARNER, PLS 4563, MAY 2006. BOOK J, 328.
- R(5) SURVEY BY DUSTY B. ODERHAYEK, PLS 11115, AUGUST 2007 / BOOK 25, PAGE 147.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

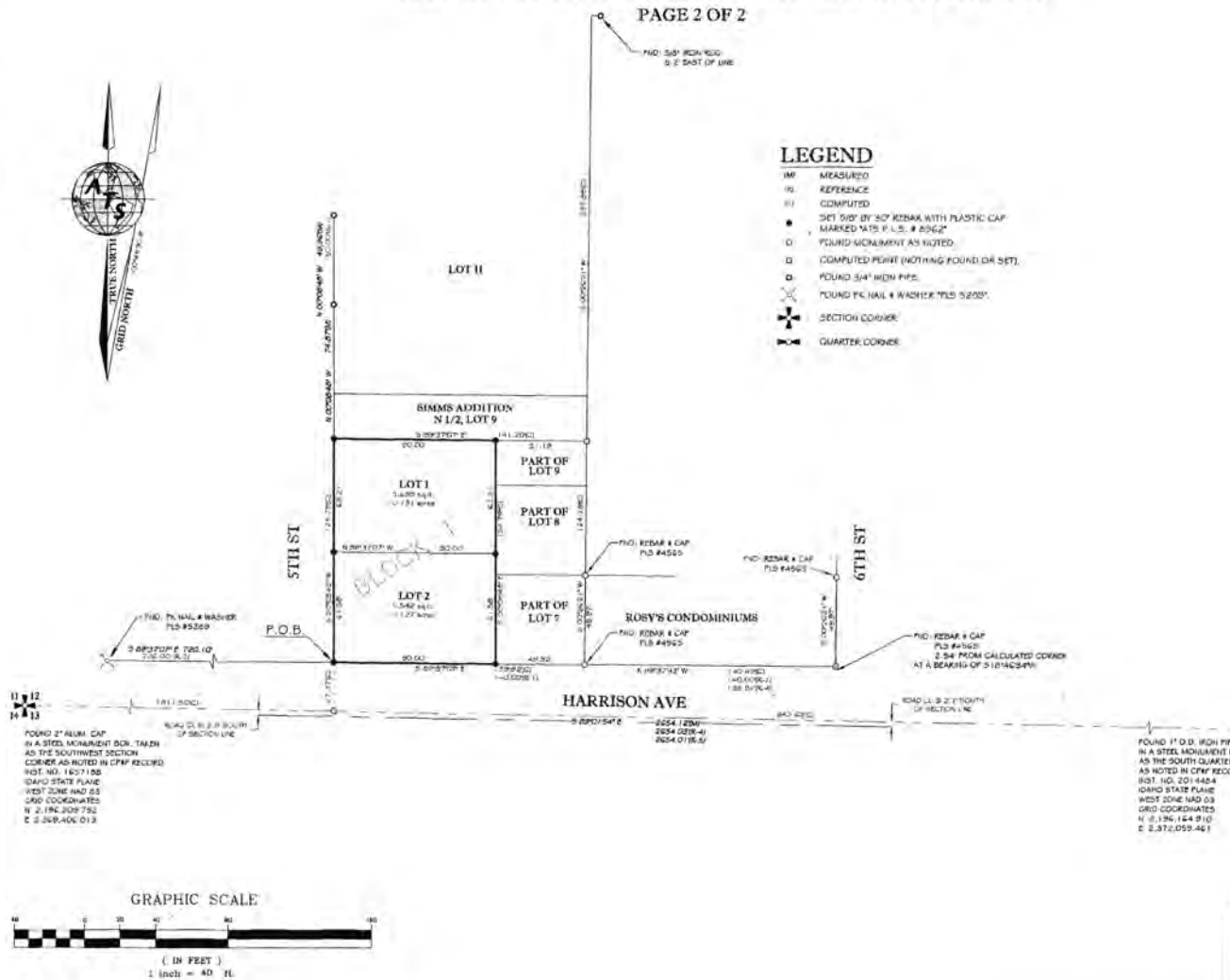
## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS, RIGHTS, SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. ANY RIGHT-OF-WAY DEDICATION AND/OR THE GRANTING OF PERPETUAL EASEMENT DEPICTED ON THIS PAGE ARE ENUMERATED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE HAD 03. SAID BEARING TAKEN AS GRID BEARING OF NORTH 69°01'54" WEST, BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

ALL COORDINATES SHOWN ARE GRID COORDINATES, WHICH HAVE BEEN COMPUTED BASED UPON THE PROJECT COORDINATES AND OFFICIAL COMBINED ADJUSTMENT FACTOR OF THE CITY OF COEUR D'ALENE, OF 0.99990101. ALL DISTANCES SHOWN ARE PROJECT GROUND DISTANCES BASED UPON CITY OF COEUR D'ALENE PROJECT COORDINATES. A CONVERGENCE ANGLE OF .0074530 431 2" WAS COMPUTED AT THE SOUTH QUARTER CORNER OF SECTION 12.



**ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING**  
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83401  
• PHE (208)-772-7745 • FAX (208)-762-7791 •

SCALE: 1"=40'

CHECKED BY: MMA  
DATE: 03-20-2008  
DRAWN BY: MDM  
DATE: 12-23-2006  
DWG: PLAT-2A  
PRD: 06-075

## RESOLUTION NO. 17-015

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: SS-3-17, SUBDIVISION IMPROVEMENT AGREEMENT & SECURITY AND FINAL PLAT FOR KAT TRACTS SUBDIVISION; SS-5-16, SUBDIVISION IMPROVEMENT AGREEMENT & SECURITY AND FINAL PLAT FOR HAAGENSON ADDITION SUBDIVISION; DECLARATION OF SURPLUS PROPERTY FOR THE LEGAL DEPARTMENT; A LEASE AGREEMENT WITH THE COEUR D'ALENE ARTS & CULTURE ALLIANCE FOR THE RIVERSTONE CONCERT SERIES; AN AGREEMENT WITH HANDSHAKE PRODUCTIONS, INC., FOR THE 2018, 2019, AND 2020 ROTARY LAKESIDE BANDSHELL CONCERT SERIES; REQUEST FOR DESTRUCTION OF PUBLIC RECORDS; AMENDMENT NO. 4 TO THE CITY-CONSULTANT AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., FOR THE SELTICE WAY IMPROVEMENTS - CONSTRUCTION PHASE SERVICES; A PURCHASE AND SALE AGREEMENT WITH K-MED, LLC, AND TEMPORARY CONSTRUCTION EASEMENT FOR THE IRONWOOD DRIVE PROJECT, WITH WARRANTY DEED; ACCEPTANCE OF A GRANT DEED FROM SAM INVESTMENTS, LLC, AND TEMPORARY CONSTRUCTION EASEMENT, FOR THE EMMA AVENUE SIGNALIZATION PROJECT; ACCEPTANCE OF A GRANT OF EASEMENT FROM KOOTENAI COUNTY AND THE COEUR D'ALENE TRIBE FOR A SHARED-USE PATH ALONG SELTICE WAY; AND A COOPERATIVE FUNDING AGREEMENT WITH THE CITY OF DALTON GARDENS AND THE CITY OF HAYDEN FOR THE 2017 CHIP SEAL PROJECT.

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

- A) SS-3-17 – Subdivision Improvement Agreement & Security and Final Plat for Kat Tracts Subdivision;
- B) SS-5-16 – Subdivision Improvement Agreement & Security and Final Plat for HaagenSON Addition Subdivision;
- C) Declaration of Surplus Property for the Legal Department;
- D) A Lease Agreement with the Coeur d'Alene Arts & Culture Alliance for the Riverstone concert series;
- E) An Agreement with Handshake Productions for the 2018, 2019, and 2020 Rotary Lakeside Bandshell concert series;

- F) Request for Destruction of Public Records;
- G) Amendment No. 4 to the City-Consultant Agreement with Welch Comer for the Seltice Way Improvements - Construction Phase Services;
- H) A Purchase and Sale Agreement with K-Med, LLC, and Temporary Construction Easement for the Ironwood Drive Project, with Warranty Deed;
- I) Acceptance of a Grant Deed from Sam Investments, LLC, and Temporary Construction Easement, for the Emma Avenue signalization project;
- J) Acceptance of a Grant of Easement from Kootenai County and the Coeur d'Alene Tribe for a shared-use path along Seltice Way;
- K) Approval of a Cooperative Funding Agreement with the City of Dalton Gardens and the City of Hayden for the 2017 Chip Seal Project; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through K" 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 21<sup>st</sup> day of March, 2017.

---

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:** March 21, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-3-17, Kat Tracts Subdivision: Final Plat, Subdivision Improvement Agreement & Security Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security.

### **HISTORY**

- a. Applicant: Steve Syrcle, PE  
Tri-State Consulting Engineers, Inc.  
1859 N. Lakewood Drive, Suite 103  
Coeur d'Alene, ID 83814
- b. Location: 1427 N. 3<sup>rd</sup> Street
- c. Previous Action:
  1. Preliminary plat approval, March 2017.

### **FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$7,035.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

### **PERFORMANCE ANALYSIS**

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (sewer lateral & water services, curb and sidewalk) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by November 1, 2018.

### **DECISION POINT RECOMMENDATION**

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

LYING WITHIN THE SW 1/4 OF SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

W. 1/4 SEC. 12  
FOUND 2" ALUMINUM CAP  
MARKED PLS 4565 PER  
CP&F INSTR. #1657187

SW COR. SEC. 12  
FOUND 2" ALUMINUM CAP  
MARKED PLS 4565 PER  
P&F INSTR. #1657183



## LEGEND

- |   |  |
|---|--|
| ○ | FOUND AT HEAD AND CAP MARKED PL.5 WITH OR AS NOTED       |
| ◇ | FOUND 1/4" HEAD WITH YELLOW PLASTIC CAP PL.5 DRY         |
| ◇ | FOUND 1/2" HEAD WITH CAP OR AS NOTED                     |
| ◇ | FOUND 1/2" - 1/4" HEAD WITH YELLOW PLASTIC CAP PL.5 DRY  |
| ◇ | CALCULATED POSITION, NOTHING FOUND OR SET                |
| □ | 1/8" SECTION CORNER AS NOTED                             |
| ⊕ | CENTER SECTION CORNER AS NOTED                           |
| ⊗ | 1/4" SECTION CORNER AS NOTED                             |
| ⊗ | 1/2" SECTION CORNER AS NOTED                             |
| ⊗ | 3/4" SECTION CORNER AS NOTED                             |
| ⊗ | SECTION CORNER AS NOTED                                  |
| ⊗ | CORNER CORRESPONDING PILING RECORD (WITH INSTRUMENT NO.) |
| ⊗ | RIGHT-OF-WAY   |
| ⊗ | FLOW   |
| ⊗ | POINT OF BEGINNING                                       |

## REFERENCES

IN RECORDS OF KOTERMAN COUNTY, IDAHO:

PL-1 AMENDED PLAT OF THE SHERMAN ADDITION TO THE CITY OF COEUR D'ALENE BY J.W. EDWARDS RECORDED IN BOOK 8 OF PLATS AT PAGE 77

PL-2 PORTION OF VACATED RAILROAD RIGHT-OF-WAY PER ORDINANCE NO. 3173, RECORDED AS INSTRUMENT NO. 1023541.

PL-3 RECORD OF SURVEY BY JAMES W. STILLINGER, PLS 5078, RECORDED IN BOOK 23 OF SURVEYS AT PAGE 262, AS INSTRUMENT NO. 181942

## BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET THE REFERENCE FRAME OF NAD83 (2011 EPOCH, 2010, 0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT. A CONVERGENCE ANGLE OF  $-0^{\circ}45'55''$  SHOULD BE APPLIED TO CONVERT GRID BEARINGS TO GEOCENTRIC.

## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.



### PLAT OF KAT TRACTS

SW 1/4 SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JAN 2017	DRAFTED BY: BAG	PILOT DATE: 02/03/2017	SHEET 1
SEE NAME: 17-000 EN AT	CHECKED BY: C.U	PROJECT No.: 17-00	

# KAT TRACTS

LYING WITHIN THE SW 1/4 OF SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, TERESA V. KRITH, AND I, TERESA V. KRITH, HEREBY CERTIFY THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "KAT TRACTS".

SAID PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 35 OF THE AMENDED PLAT OF SHENAN ADDITION TO THE CITY OF COEUR D'ALENE, AS RECORDED IN BOOK 8 OF PLATS AT PAGE 77, RECORDED IN KOOTENAI COUNTY, IDAHO AND LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 MARKED BY A FOUND 2" ALUMINUM CAP MARKED PLS 5655 PREL CAP INSTRUMENT NUMBER 187161 FROM INSTRUMENT NO. 187161, THENCE, ALONG THE WEST LINE OF SAID SECTION 12, N07°08'52"E A DISTANCE OF 1301.19 FEET TO A POINT, THENCE, LEAVING SAID WEST LINE OF SAID SECTION 12, S89°02'39"E A DISTANCE OF 980.72 FEET TO THE EASTING WESTERNLY RIGHT-OF-WAY OF 360 STREET, THENCE, S00°07'19"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 222.69 FEET TO A FOUND 1/2" REBAR WITHOUT CAP, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE, CONTINUING ALONG SAID WESTERNLY RIGHT-OF-WAY, S00°07'19"E A DISTANCE OF 140.88 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 5078.

THENCE, LEAVING SAID RIGHT-OF-WAY, N87°40'46"W A DISTANCE OF 111.27 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 5078.

THENCE, N00°58'54"E A DISTANCE OF 141.69 FEET TO A SET 5/8" REBAR AND CAP MARKED PLS 5087.

THENCE, S00°07'19"E A DISTANCE OF 111.27 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 0.361 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING ON SAID PLAT.

SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

WATER SERVICE SHALL BE PROVIDED BY CITY OF COEUR D'ALENE.

SIGNATURE Teresa V. Krith DATE 3/14/17

PRINT NAME Teresa V. Krith DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

## NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS, THAT I, TERESA V. KRITH, AND I, TERESA V. KRITH, HEREBY CERTIFY THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "KAT TRACTS".

SAID PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 35 OF THE AMENDED PLAT OF SHENAN ADDITION TO THE CITY OF COEUR D'ALENE, AS RECORDED IN BOOK 8 OF PLATS AT PAGE 77, RECORDED IN KOOTENAI COUNTY, IDAHO AND LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 MARKED BY A FOUND 2" ALUMINUM CAP MARKED PLS 5655 PREL CAP INSTRUMENT NUMBER 187161 FROM INSTRUMENT NO. 187161, THENCE, ALONG THE WEST LINE OF SAID SECTION 12, N07°08'52"E A DISTANCE OF 1301.19 FEET TO A POINT, THENCE, LEAVING SAID WEST LINE OF SAID SECTION 12, S89°02'39"E A DISTANCE OF 980.72 FEET TO THE EASTING WESTERNLY RIGHT-OF-WAY OF 360 STREET, THENCE, S00°07'19"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 222.69 FEET TO A FOUND 1/2" REBAR WITHOUT CAP, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE, CONTINUING ALONG SAID WESTERNLY RIGHT-OF-WAY, S00°07'19"E A DISTANCE OF 140.88 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 5078.

THENCE, LEAVING SAID RIGHT-OF-WAY, N87°40'46"W A DISTANCE OF 111.27 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 5078.

THENCE, N00°58'54"E A DISTANCE OF 141.69 FEET TO A SET 5/8" REBAR AND CAP MARKED PLS 5087.

THENCE, S00°07'19"E A DISTANCE OF 111.27 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 0.361 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING ON SAID PLAT.

SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

WATER SERVICE SHALL BE PROVIDED BY CITY OF COEUR D'ALENE.

SIGNATURE Teresa V. Krith DATE 3/14/17

PRINT NAME Teresa V. Krith DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS 14 DAY OF March, 2017 AT 10:00 M AND ONLY RECORDED IN BOOK 10 OF PLATS AT PAGE(S) 10 AND UNDER INSTRUMENT NO. 10 AT THE REQUEST OF TERESA V. KRITH

JIM BRANNON, KOOTENAI COUNTY RECORDER

FEE PAID

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS 14 DAY OF March, 2017

CITY OF COEUR D'ALENE, ENGINEER

## TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 14 DAY OF March, 2017 THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH TERESA V. KRITH

TERESA V. KRITH, KOOTENAI COUNTY TREASURER

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

## VICINITY MAP



## PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 25, CHAPTER 12 HAVE BEEN SATISFIED BASED ON A REVIEW OF THE SANITARY DESIGN PROFESSIONAL'S DEVELOPMENT. SANITARY RESTRICTIONS MAY BE IMPOSED IN ACCORDANCE WITH SECTION 50-1208, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

HEALTH DISTRICT SIGNATURE [Signature] DATE 3/14/17

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS 14 DAY OF March, 2017

TERESA V. KRITH, KOOTENAI COUNTY SURVEYOR

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

SIGNATURE Teri E. Anderson DATE 3/14/17

PRINT NAME Teri E. Anderson DATE 3/14/17

TITLE Owner

PLAT OF KAT TRACTS  
SW 1/4 SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED JAN 2017  
FILE NAME 17-009 PLAT

DRAFTED BY BAG  
CHECKED BY CUJ

PLOT DATE 03/03/2017  
PROJECT NO. 17-008

SHEET 1  
DATE 3-14-17

JOHNSON SURVEYING  
P.O. Box 200, Boise, ID 83720  
208-462-1200  
JOHNSONSURVEYING.COM



**AGREEMENT TO PERFORM SUBDIVISION WORK**  
**KAT Tracts (SS-3-17)**

THIS AGREEMENT made this 4<sup>th</sup> day of April, 2017 between Grossglauser Construction, INC, whose address is 3718 Carolwood Court, Post Falls, ID 83854, with Robert E. Grossglauser Jr., President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of KAT Tracts, a two (2) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 12, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: sanitary sewer lateral installation for Lot 2, domestic water lateral installations for Lots 1 and 2, install a 5' concrete sidewalk along a portion of the Third Street frontage, and install curbing along a portion of the Third Street frontage, on or before the 1<sup>st</sup> day of November, 2018. Said improvements are more particularly described on the submitted estimate of probable construction costs dated March 13, 2017 attached as Exhibit "A", compiled by Gordon Dobler, PE, #7432 of Tri-State Consulting Engineers, Inc., whose address is 1859 N. Lakewood Drive, Suite 103, Coeur d'Alene, ID 83814.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Seven Thousand Thirty-Five and No/100 Dollars (\$7,035.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements because of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

**City of Coeur d'Alene**

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

**ATTEST:**

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

**Grossglauser Construction, INC.**

  
\_\_\_\_\_  
Robert E. Grossglauser Jr., President



March 13, 2017

City of Coeur d'Alene  
710 E Mullan Ave  
Coeur d'Alene, Id 83815

Attn: Dennis Grant  
Re: Bond Estimate for KAT Tracts, SS-3-17

Dear Dennis;

The following is the estimated cost of construction of the public improvements required for the subject plat. Please let me know if you have any questions.

ITEM	UNITS	COST	QUANTITY	TOTAL
<b>Curb</b>	lf	\$ 9.00	35	\$ 315.00
<b>5' Sidewalk</b>	sf	\$ 2.50	470	\$ 1175.00
<b>4" Sewer service</b>	ea	\$ 800	1	\$ 800.00
<b>1" Water service w/o meter</b>	ea	\$ 1200	2	\$ 2400.00
			Total	\$ 4690.00
			X 150%	<b>\$ 7035.00</b>

Sincerely Yours;

Gordon Dobler, P.E.

CC: file



1859 N. Lakewood Drive, Suite 103 ♦ Coeur d'Alene, Idaho 83814  
(208) 665-9502 Office ♦ (208) 665-9507 Fax

## **CITY COUNCIL STAFF REPORT**

**DATE:** March 21, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-5-16, Haagenson Addition Subdivision: Final Plat, Subdivision Improvement Agreement & Security Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot commercial subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security.

### **HISTORY**

- a. Applicant: D. Dean Haagenson.  
3133 E. Lancaster Road  
Hayden, ID 83835
- b. Location: West side of Ramsey Road between Golf Course Road & Kathleen Avenue.
- c. Previous Action:
  1. Preliminary plat approval, November 2016.

### **FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$7,800.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

### **PERFORMANCE ANALYSIS**

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (sewer lateral services) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by October 1, 2017.

### **DECISION POINT RECOMMENDATION**

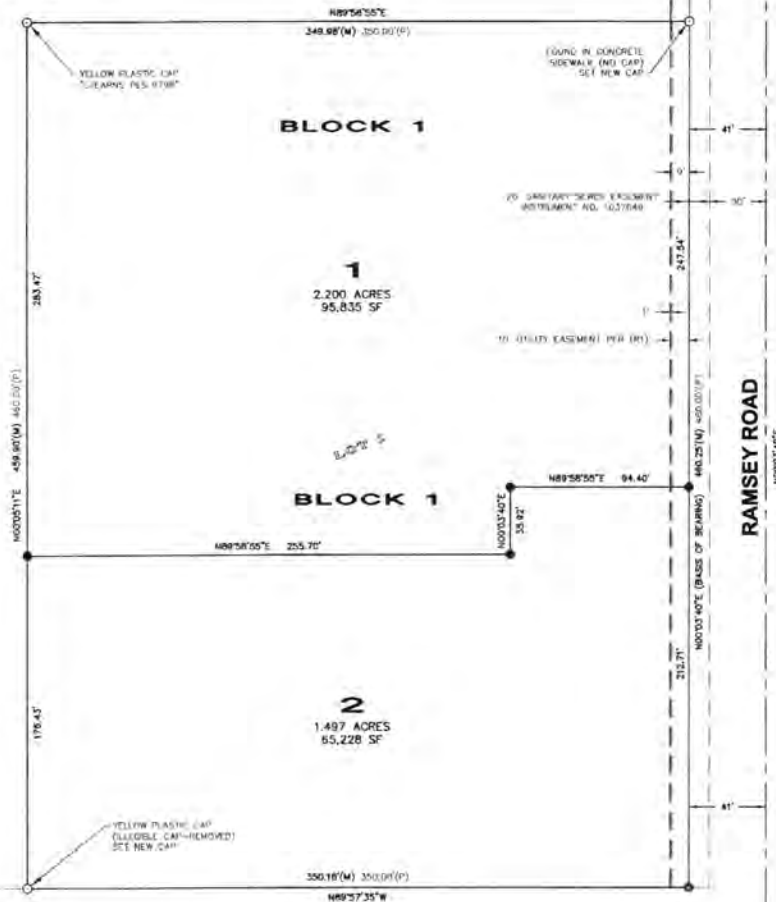
1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

# HAAGENSON ADDITION

INSTRUMENT NO. \_\_\_\_\_

A REPLAT OF LOT 1, BUCKHORN ADDITION, BOOK G, PAGE 10  
LOCATED IN GOVERNMENT LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PLAT OF BUCKHORN ADDITION  
BOOK G, PAGE 10



## BASIS OF BEARING

GRID BEARING OF NORTH 00°03'40" EAST BETWEEN FOUND MONUMENTS ALONG THE EAST LINE OF LOT 1, PLAT OF BUCKHORN ADDITION, IS BASED ON THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT. THE CONVERGENCE ANGLE IS -00° 46' 56" (PER CORPSSOON 6.0.1).

## REFERENCES:

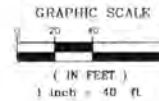
- RECORDS OF KOOTENAI COUNTY
- (P) BUCKHORN ADDITION, RECORDED IN BOOK G OF PLATS AT PAGES 10-10A.
  - (R1) RECORD OF SURVEY, PARK PLACE APARTMENTS, BOOK 24, PAGE 370.
  - (R2) SECONDARY ADDITION, RECORDED IN BOOK F OF PLATS AT PAGE 166.
  - (R3) COMMITMENT FOR TITLE INSURANCE BY NORTH IDAHO TITLE INSURANCE, INC., ORDER NUMBER N-38226, EFFECTIVE DATE: AUGUST 23, 2016 AT 8:00AM.

## NOTES:

1. TITLE REPORT (R3) WAS RELIED UPON FOR PROPERTY DESCRIPTION AND EASEMENTS.

## LEGEND

- FOUND 5/8" REBAR (AS NOTED)
- SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH CORNER PLS 12318"
- ⊙ FOUND 3.25 INCH ALUMINUM CAP STAMPED "BUCKHORN ADDITION POB PLS 5573 1992"
- (M) MEASURED BEARING AND/OR DISTANCE
- (P) PLAT BEARING AND/OR DISTANCE



**WELCH-COMER**  
ENGINEERS & SURVEYORS  
www.welchcomer.com  
209 E. Center Ave.  
Coeur d'Alene, ID 83815  
(208) 664-7000  
Cell: (208) 677-4155-4072  
Fax: (208) 664-1548

PLAT OF  
HAAGENSON ADDITION

IN THE NE 1/4 OF SEC. 03,  
T.50N., R.4W., B.M.,  
KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41987  
CHECKED BY: MCH  
DRAWN BY: JAH  
DATE: 8/29/16  
SCALE: AS SHOWN  
SHEET NO.: 1 OF 2



# HAAGENSON ADDITION

A REPLAT OF LOT 1, BUCKHORN ADDITION, BOOK G, PAGE 10  
LOCATED IN GOVERNMENT LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_

## OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT D. DEAN HAAGENSON IS RECORD OWNER OF THE REAL PROPERTY DESCRIBED ON THIS CERTIFICATION, HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED, TO BE KNOWN AS HAAGENSON ADDITION, BEING LOCATED IN GOVERNMENT LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

LOT 1, BUCKHORN ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS AT PAGE 10, RECORDS OF KOOTENAI COUNTY, IDAHO.

CONTAINING: 883,573 SQUARE FEET OR 20.284 ACRES MORE OR LESS

THE OWNER FURTHER CERTIFIES:  
SEWER SERVICE IS PROVIDED BY CITY OF COEUR D'ALENE  
WATER SERVICE IS PROVIDED BY CITY OF COEUR D'ALENE

D. DEAN HAAGENSON \_\_\_\_\_ DATE \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED D. DEAN HAAGENSON, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE  
WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

## CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COEUR D'ALENE CITY CLERK: \_\_\_\_\_

## CITY ENGINEER'S CERTIFICATE

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY ENGINEER \_\_\_\_\_

## PANHANDLE HEALTH DISTRICT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEO REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: \_\_\_\_\_ HEALTH DISTRICT SIGNATURE: \_\_\_\_\_

## COUNTY RECORDER'S CERTIFICATE

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO... AT THE REQUEST OF \_\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK  
P.M., AND WAS ONLY RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_  
FEE \$ \_\_\_\_\_

KOOTENAI COUNTY RECORDER \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID  
THROUGH \_\_\_\_\_  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KOOTENAI COUNTY TREASURER \_\_\_\_\_

## COUNTY SURVEYOR'S CERTIFICATE

I HAVE EXAMINED AND CHECKED THIS PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET AND SATISFIED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KOOTENAI COUNTY SURVEYOR \_\_\_\_\_



## SURVEYORS CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR BY THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS IN CONFORMANCE WITH STATE OF IDAHO CODES.

Michele Lynn Hathaway  
MICHAEL LYNN HATHAWAY PLS NO. 12318



WELCH-COMER  
ENGINEERS & SURVEYORS

www.welchcomer.com  
250 E. 2nd Street  
Coeur d'Alene, ID 83814

200-884-0952  
Fax 200-871-8155  
Fax 200-884-0988

PLAT OF  
HAAGENSON ADDITION

IN THE NE 1/4 OF SEC. 03,  
T.50N., R.4W., B.M.,  
KOOTENAI COUNTY, IDAHO

PROJECT NO. 4097  
DRAWN BY: JAH  
CHECKED BY: JAH  
DATE: 4/24/2008  
SCALE: 1"=100'

SHEET NO.

2 OF 2

**AGREEMENT TO PERFORM SUBDIVISION WORK**  
**Haagenson Addition**

THIS AGREEMENT made this 21<sup>st</sup> day of March, 2017 between Dean Haagenson, whose address is 3133 E. Lancaster Road, Hayden, ID 83835, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Haagenson Addition, a two (2) lot, commercial development in Coeur d'Alene, situated in the Southeast ¼ of the Northeast ¼ of Section 3, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: In accordance with Sewer Policy 716 (Res 15-007), this project is required to connect their sewer lateral for lot 1 block 1 to Public Sanitary Sewer Manhole REX1-01. Said connection shall comply with City Standards and the applicant/contractor shall permanently secure a private lateral sign to the inside wall of the manhole directly above the property's sanitary sewer discharge pipe. The Wastewater Utility will provide the sign and inspection as required. Installation of the sanitary sewer service lateral for lot one (1) block 1 will be completed on or before the 1<sup>st</sup> day of October, 2017. Said improvements are more particularly described on the submitted estimate of probable construction costs dated February 22, 2017 attached as Exhibit "A", compiled by Philip F. Boyd, PE, #7898 of Welch Comer & Associates, Inc. whose address is 350 E. Kathleen Avenue, Coeur d'Alene, ID 83815.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Seven Thousand Eight Hundred and No/100 Dollars (\$7,800.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

**City of Coeur d'Alene**

**Developer**

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

\_\_\_\_\_  
Dean Haagenson, Owner

**ATTEST:**

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

## EXHIBIT "A"

**Dean Haagenson**  
**Haagenson Plat**  
**ENGINEER's OPINION OF COSTS**

Prepared By:	Phil Boyd	Date:	February 22, 2017		
Project Manager:	Jason MacLeod	Date:	February 22, 2017		
Item No.	Description	Unit	Quantity	Unit Price	Total
1	30 LF Concrete Cutting	LS	1	\$300.00	\$300
2	32 LF Asphalt Cutting	LS	1	\$250.00	\$250
3	8" x 50' Sewer Service Including MH Core, & witness post	LS	1	\$2,000.00	\$2,000
4	Traffic Control	LS	1	\$750.00	\$750
5	3" AC on 6" Base Rock Patch 8'x12' (Lane width)	LS	1	\$1,000.00	\$1,000
6	Concrete Drive Approach w/ Reinforcing	SF	120	\$7.50	\$900
				Subtotal =	\$5,200
			50% Bond Increase =		\$2,600
		Total Estimated Construction =			\$7,800



**City Council  
Staff Report**

**Date:** March 21, 2017

**From:** Mike Gridley, City Attorney

**Subject:** Request declaration of surplus equipment

---

**Decision Point:** Staff is recommending the City Council to declare all used city property on the attached list as surplus and further authorize disposition of listed property over \$75.00 to auction or donation and listed property under \$25.00 to donation or as trash.

**History:** The items have out lived their useful life and are taking up valuable storage space and are no longer needed by the Legal Department. The majority of items listed are worthless or worth less than \$25.00. The attached list was comprised after other City Departments were contacted and took possession of items of use to those specific departments.

**Financial Analysis:** The majority of items will bring no revenue into the City. The property appropriate for auction or sale is listed. All other items will either be donated if usable or taken to the solid waste transfer station. To store used and worthless items is not a wise use of limited department funds.

**Decision Point/Recommendation:** Staff is recommending the City Council to declare all used city property on the attached list as surplus and further authorize disposition of such listed property over \$75.00 to auction or donation and such property listed under \$25.00 to donation or as trash.

*SURPLUS ITEMS LEGAL DEPARTMENT CRIMINAL DIVISION 2017*

**Section 1 - property valued over \$75.00**

8 wood bookshelves (8x10)  
1 Kenmore upright refrigerator  
1 metal round table (4/11)  
1 desk brown (5'11x2'11)  
1 metal desk (5x2'6)  
2 cream 5 drawer metal legal size file cabinets  
1 black 2 drawer legal size file cabinet (2'6x1'7)  
1 wood credenza (1'9x5'1)  
1 black metal letter size 4 drawer file cabinet (5x2'8)

**Section 2 - property valued under \$75.00**

1 IBM typewriter  
1 cabinet (8x2'1)      **Police Dept. wants?**  
1 cabinet (12x2'1)      **Planning wants**  
3 maroon chairs  
6 gray chairs  
1 cream wood chair  
1 cream metal chair  
1 gray plastic computer desk (2'10x2'3)  
2 computer keyboards  
1 time-lapse video cassette recorder  
1 Radio Shack videotape eraser  
1 Tracer Track dictation machine  
1 mini cassette player  
2 black metal index card holders  
4 cream plastic CD holders  
1 metal address book  
1 telephone headset  
1 Panasonic cordless phone  
1 AT&T two line digital answering machine  
1 anti-glare mesh computer screen filter  
4 computer speakers  
Write master DVD  
5 boxes mini cassette tapes  
4 tier black desk divider



1 wood computer desk  
1 magazine rack  
1 metal 2 slot disc holder  
16 plastic desk file holders  
1 desk computer keyboard tray  
2 plastic floppy disc holders  
1 set of metal book ends  
3 two-hole punch  
2 black metal upright file holders  
1 wood rolling cart (3'5x1'6)  
1 Kenmore microwave  
1 black mesh computer chair  
2 grey chairs  
1 maroon computer chair  
1 metal table (2'2x2'2)  
1 black mesh computer chair  
1 gray computer chair  
1 wood desk (3'5x2)  
1 wood rolling shelf (3/x2'5)  
1 black metal book shelf (2'10x1'  
1 black metal letter size 2 drawer file cabinet (1'3x1'6)  
1 computer wood hutch (3'7x2)  
1 Magnavox TV  
1 Magnavox VHS Player  
1 JVC VHS Player  
1 wood rolling cart (2x2)  
1 wood desk (3'5x2)  
1 maroon computer chair  
7 two punch  
1 split keyboard  
1 plastic pencil/pen holder  
7 black metal file holders  
1 gel wrist rest 25"x2.5"  
4 single plastic tray  
1 wire basket  
1 wire upright file holder  
1 metal free standing document holder

---

**GENERAL SERVICES  
STAFF REPORT**

**Date:** March 13, 2017

**From:** Bill Greenwood, Parks Director

**SUBJECT:** COEUR D'ALENE ARTS & CULTURE ALLIANCE AGREEMENT

---

**DECISION POINT:**

Park & Recreation Commission recommend the approval of this three year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series.

**HISTORY:**

The Arts & Culture Alliance has been operating and managing the Riverstone Concert series at Riverstone Park for the last eight years with great success and has been well received by the community from the inception. The concert performances are on Thursday evening beginning the first week of July thru the last week in August; these concerts are free to the public.

**FINANCIAL ANALYSIS:**

The City of Coeur d Alene does not have any financial outlay for the concert series. The A&C Alliance raises all funds and pays the fees associated with park use.

**PERFORMANCE ANALYSIS:**

Attached is the agreement for Coeur d' Alene Arts & Culture Alliance. The agreement spells out the responsibilities and expectations for Coeur d' Alene Arts & Culture Alliance and the city.

**DECISION POINT:**

Park & Recreation Commission recommend the approval of this three year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series.

## LEASE AGREEMENT

THIS Lease Agreement is made and entered into this 21<sup>st</sup> day of March, 2017, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **COEUR D'ALENE ARTS & CULTURE ALLIANCE**, located at 105 North 1<sup>st</sup> Street, Coeur d'Alene, Idaho 83814, hereinafter called "A&C."

WITNESSETH:

THAT, WHEREAS, A&C has been operating and managing the Riverstone Concert Series held at Riverstone Park for the past eight years. The nine concert events hosted by A&C may include, but will not be limited to, merchandise vendors, beer and wine vendors, and food/beverage vendors. Concerts are held on Thursday nights in the summer, but, if necessary, may be adjusted due to conflicts at the City's sole discretion. This agreement shall be effective for the 2017, 2018, and 2019 seasons, and may be renewed for three additional years upon the written request of A&C to the City's Parks Department made no later than August 1, 2019.

The dates of the nine concerts in 2017 shall be as follows: July 6, July 13, July 20, July 27, August 3, August 10, August 17, August 24, and August 31.

The dates of the nine concerts in 2018 shall be as follows: July 5, July 12, July 19, July 26, August 2, August 9, August 16, August 23, and August 30.

The dates of the nine concerts in 2019 shall be as follows: June 27, July 11, July 18, July 25, August 1, August 8, August 15, August 22, and August 29.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, A&C is awarded this Lease Agreement according to the terms and conditions set forth herein.

Section 1.     Definition: For purposes of this Lease Agreement, the parties agree that the term "employee" shall include employees of A&C and any volunteers that assist them during any event.

Section 2.     Community Relations: A&C agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 3.     Appropriate Attire: A&C agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. A&C shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel.

Section 4.     Staffing: A&C agrees that each event must be staffed by at least two employees or representatives at all times.

Section 5. Health Permit: A&C agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, 2017, for the 2017 season and on the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the Lease Agreement for the season. The purpose of the permit is to protect the public.

Section 6. Food: A&C may allow the sale of any foods within the scope of the health permit.

Section 7. Non-food Items: A&C agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 8. Hold Harmless: A&C understands and agrees that during the term of this Lease Agreement that the City or agents of the City may commence projects involving public properties which may result in the City terminating this Lease Agreement pursuant to the notice provision in Section 24 below.

Section 10. Waiver: A&C understands that during the term of this Lease Agreement, the City may undertake repairs to Riverstone Park and/or its amenities, which may interfere with one or more of A&C's events. A&C specifically waives any claim as to lost profits or business while said repairs are undertaken.

Section 11. Negligent or Wrongful Act: A&C agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of A&C, its agents, or employees in the operation of an event encompassed by this Lease Agreement. A&C further agrees, at A&C sole expense, to defend the City against all claims arising out of this Lease Agreement, including any claims resulting from the operation of any A&C event or in connection with other negligent or wrongful acts, errors and omissions of A&C, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 12. Site Specifications: A&C agrees to the following site specifications,

- A. Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. The concessions and immediate surrounding areas must be kept clean throughout the event.

G. Food Concession booths size is 10 ft. X 20 ft.

Section 13. Term: The City shall grant an event permit to A-&-C for Thursdays in the summer for concerts to be held in Riverstone Park for the years 2017, 2018, and 2019 in accordance with the schedule set out herein.

Section 14. Consideration: A&C shall, in consideration for the permit to operate and maintain said event at the said location, shall pay the Parks & Recreation Department a fee of \$3,500 for the Riverstone Concert Series. This fee includes security staff fees for required hours. Payment is to be made within 30 days upon the conclusion of the concert series.

Section 15. City Ordinances: A&C shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and also Chapter 5.75, Parks and Public Property.

Section 16. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared, and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A \$100.00 Inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section: 17. Glass Containers: A&C agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

Section 18. Violation of Regulations: A&C agrees that any violation of regulations, this Lease Agreement, or ordinance, or any evidence of collusion to violate the same, may result in criminal prosecution and/or in the revocation of the permit and termination of this Lease Agreement, forfeitures of the full consideration, and denial of a permit to host an event or resubmit a proposal for a period of three (3) years.

Section 19. Non-transferable: A&C also agrees and understands this Lease Agreement cannot be transferred to another host/sponsor without permission of the City.

Section 20. Parking: A&C agrees to park in lawfully designated parking spaces. Neither A&C nor its agent(s) or employee(s) shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Lease Agreement.

Section 21. Concert Information: A&C will submit the following information to the Parks & Recreation Department 30 days prior to the first concert: number of vendors of each type, with specific needs for power; and names, addresses and phone numbers of vendors . A&C agrees it will meet with the Parks & Recreation Department 20 days prior to the first concert to review access for the vendors, entertainers, etc., site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the concert for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary



damage, or wear and tear, to the park. The A&C will meet with the Parks & Recreation Department, if needed, one week before the season to review final details.

Section 22. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) days' written notice terminate this Lease Agreement with or without cause. The notice of the exercise by the Lessor of its option to terminate the Lease Agreement shall be given as provided in Section 24.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and should A&C fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Lease Agreement. However, before declaring such forfeiture, the City shall notify A&C in writing of the particulars in which the City deems A&C to be in default and A&C will have three (3) days to remedy the default.

Section 24. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to A&C at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 25. Insurance. A&C shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code §. 6.924.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d' Alene have executed this Lease Agreement on behalf of said City, and Coeur d'Alene Arts & Culture Alliance have caused the same to be signed, the day and year first above written.

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

LESSEE:  
COEUR D'ALENE ARTS & CULTURE  
ALLIANCE

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

By: \_\_\_\_\_  
Board Chair

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

By: \_\_\_\_\_  
Executive Director

**GENERAL SERVICES  
STAFF REPORT**

**Date:** March 13, 2017  
**From:** Bill Greenwood, Parks & Recreation Director  
**SUBJECT:** RENEWAL OF HANDSHAKE PRODUCTIONS AGREEMENT

---

**DECISION POINT:**

The Handshake Productions agreement is up for a three year renewal. Recommendation is to renew the agreement.

**HISTORY:**

The Summer Concert Series sponsored by Handshake Productions is entering its 23<sup>rd</sup> year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

**FINANCIAL ANALYSIS:**

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

**PERFORMANCE ANALYSIS:**

Attached is the agreement for Handshake Productions. The agreement spells out the responsibilities and expectations for Handshake Productions and the city.

**DECISION POINT:**

Renew the agreement for three more years with the option for an additional three year renewal provided everything runs smoothly with Handshake Productions responsibilities.

## **AGREEMENT**

THIS AGREEMENT is made and dated this 21<sup>st</sup> day of March, 2017, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Handshake Productions, Inc.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake."

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

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Bandshell (the "Bandshell") in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said Bandshell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2018, 2019, and 2020;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City agrees to sponsor the 2018, 2019 and 2020 Rotary Lakeside Bandshell Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Handshake shall comply with the requirements of Coeur d'Alene Municipal Code sections 5.75.050 and 5.75.060 with regard to Concessions.

2. Limits on City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for Bandshell/loud speaker permits submitted by Handshake for the purpose of utilization of the Bandshell for the concert series on the dates set forth herein. However, applications for such permits shall be filed timely with the City and no later than forty (40) days before a particular concert. Handshake understands and agrees that a Bandshell permit and fee is necessary for each

performance and the fee shall be paid to the City to recover costs the City incurs to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.
  - A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.
  - B. No Charge: The parties further agree that no charge, fee, or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.
  - C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of Chapter 5.75.

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Saving Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.
7. Signs: The parties agree, to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to, the Sign Code (Chapter 15.24), that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.
  - A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.

- B. Publicity: The parties further agree that fliers are not permissible pursuant to Municipal Code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio, and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code, as it now exists and may hereinafter be amended.
8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
9. Performers: The parties agree that various provisions of the Municipal Code, including section 4.30.050 and Chapter 5.44, become applicable as the number of individuals attending solely the Concert Series increases above two hundred (200) individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
10. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the City Treasurer for approval no later than May 1, 2018, for the summer 2018 Concert Series, no later than May 1, 2019, for the 2019 summer Concert Series, and no later than May 1, 2020, for the 2020 Summer Concert Series, noting the amount of the donor's donation. The City acting through its City Treasurer shall in its sole discretion approve or disapprove of the program donors.
11. Concert Schedule: The parties agree that there shall be eleven (11) concerts during the summers of 2018, 2019, and 2020, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Saving Time.

The dates of the 11 concerts in 2018 shall be as follows: July 1, 8, 15, 22, and 29; August 12 and 19; and September 2, 9, 16, and 23.

The dates of the 11 concerts in 2019 shall be as follows: July 7, 14, 21, and 28; August 11 and 18; and September 1, 8, 15, 22, and 29.



The dates of the 11 concerts in 2020 shall be as follows: July 5, 12, 19, and 26; and August 9, 16, and 23; and September 6, 13, 20, and 27.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather, and shall include that information in its agreements with performers, to insure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

12. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Thirty-three thousand and No/100 Dollars (\$33,000.00) by May 1, 2018, for the 2018 Summer Concert Series, and May 1, 2019, for the 2019 Summer Concert Series, and May 1, 2020, for the 2020 Summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit "A."
- B. In the event donations for the concert series exceed the budgeted amount of Thirty-three thousand and No/100 Dollars (\$33,000.00) set forth in Exhibit "A," the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers' contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d'Alene.
  - 1. Include in the contracts with the performers that they will not possess or use alcoholic beverages or illegal drugs in the City Park. Further, Handshake will include in the performers' contracts that tobacco products will not be possessed or used by the performers on stage or in the park buildings.
  - 2. Include in contracts with the performers a provision that the performers will perform in appropriate attire, including shirts, and excluding swim wear.
- D. Be at the Bandshell at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.

- E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth running performance.
  - F. Remain until the performers leave to ensure a speedy break down and departure.
  - G. Take care of all publicity, press releases, bulletin/calendar announcements, and media advertising.
  - H. Handshake shall coordinate its performance of this agreement with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene, including coordination of scheduled events.
  - I. Handshake shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code §. 6.924.
  - J. Handshake further agrees that it will hold the City harmless and defend it from any and all causes of action, claims, and damages that arise, may arise, or are alleged to have arisen, as a result of Handshake's operation, maintenance, and use of the Bandshell and the concert series.
13. The parties agree to the budget set forth in Exhibit "A" attached hereto and by this reference incorporated herein.
14. Renegotiation: Handshake may request in writing a three (3) year extension of this agreement by submitting to Lessor a written request for this extension after May 1, 2019, and prior to November 1, 2019. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City. If the three (3) year extension is approved, Handshake may, during the term of the extended agreement, request in writing another three (3) year extension by submitting to Lessor a written request for this extension after May 1, 2022, and prior to November 1, 2022. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City.
15. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this

agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to Handshake at the last address Handshake has left with the City, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5 (b).

16. Termination for Convenience of City: The site of the location is within the Urban Renewal District and in the downtown area of Coeur d’Alene. Development of the downtown area or the development of the City’s downtown properties may require the City to cancel use of the Bandshell. The parties agree City may at any time after ten (10) day’s written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.

IN WITNESS WHEREOF, the city of Coeur d’Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Handshake Productions, Inc. has caused the same to be executed the day and year first above written.

CITY OF CITY OF COEUR D'ALENE

HANDSHAKE PRODUCTIONS, INC.

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

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## Exhibit “A”

### BUDGET FOR SUMMER CONCERT SERIES – 2018-2020

Eleven (11) Concerts each summer for 2018, 2019 and 2020 = \$33,000.00 each series.

\$ 12,925.00	BAND COSTS (Payment to the concert performers will be 1,175.00 per concert.)
\$ 13,750.00	PRODUCTION COSTS (Each concert will cost \$1,250.00 in production costs.)
\$ 2,750.00	FUNDRAISING (Each concert will cost \$250.00 for fundraising.)
\$ 1,375.00	BANDSHELL (Each concert will cost \$125.00 in fees for use of the bandshell.)
\$ 2,200.00	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<b><u>\$33,000.00</u></b>	<b>TOTAL</b>

The Summer Concert Series will consist of eleven (11) concerts each summer for 2018, 2019 and 2020. The following is the budget for expenses per show:

<b><u>Item</u></b>	<b><u>Expense</u></b>
Band	\$ 1,175.00
Production	\$ 1,250.00
Fund Raising	\$ 250.00
Bandshell	\$ 125.00
Publicity	<u>\$ 200.00</u>
<b>Total</b>	<b>\$ 3,000.00</b>

## **GENERAL SERVICES COMMITTEE**

DATE: March 27, 2017  
TO: City Council  
FROM: RENATA MCLEOD, Municipal Services Director  
RE: Request for Destruction of Records

---

### **DECISION POINT:**

Would the City Council approve the destruction of certain public records?

### **HISTORY:**

The Administration Department is requesting the destruction of temporary records, which consist of former Administrator files. Pursuant to the Records Retention Manual adopted by the City Council in 2006, the attached list of remaining files is being presented to the Council for authorization for destruction of such records without scanning. It has been determined that the files are more than two years old and have no historical value. \*Files denoted by initials are citizen/staff interaction files which were maintained by the previous Administrator.

**PERFORMANCE ANALYSIS:** Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

**DECISION POINT:** To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.



File Name	Type of Record	Retention Schedule	Most Recent Doc Date
ADA	Admin Files	Temporary 24 Mo.	12/2004
Abatement – Nuisance	Admin Files	Temporary 24 Mo.	11/2003
Affordable Housing	Admin Files	Temporary 24 Mo.	1/2007
Animal Control	Admin Files	Temporary 24 Mo.	3/2006
Arts Commission	Admin Files	Temporary 24 Mo.	2/2004
Avista	Admin Files	Temporary 24 Mo.	11/2004
Blackwell Hill	Admin Files	Temporary 24 Mo.	12/2006
Blackwell Island	Admin Files	Temporary 24 Mo.	7/2006
Budget 2004/05	Admin Files	Temporary 24 Mo.	2004
Building Division	Admin Files	Temporary 24 Mo.	11/2004
CDA Animal Shelter	Admin Files	Temporary 24 Mo.	6/2006
CDA TV	Admin Files	Temporary 24 Mo.	6/2006
Centennial Trail	Admin Files	Temporary 24 Mo.	2/2003
Chamber of Commerce	Admin Files	Temporary 24 Mo.	10/2004
Cherry Hill	Admin Files	Temporary 24 Mo.	7/2004
Child Care Commission	Admin Files	Temporary 24 Mo.	10/2002
City Council Chambers (Policies, Chamber Use, Meetings)	Admin Files	Temporary 24 Mo.	10/1998
City Council Standards & Norms	Admin Files	Temporary 24 Mo.	7/2004
City Council Strategic Planning (General)	Admin Files	Temporary 24 Mo.	4/2003
City of Coeur d’Alene	Admin Files	Temporary 24 Mo.	2000
City Properties	Admin Files	Temporary 24 Mo.	1999
Civil Service (Fire)	Admin Files	Temporary 24 Mo.	12/2004
Code Enforcement	Admin Files	Temporary 24 Mo.	4/2001
CDA Downtown Association	Admin Files	Temporary 24 Mo.	4/2001
CDA Resort	Admin Files	Temporary 24 Mo.	5/2000
CDA SD 271	Admin Files	Temporary 24 Mo.	1/2002
CDA Police Association	Admin Files	Temporary 24 Mo.	2004
Competitive Bidding – Prequalification Procedure	Admin Files	Temporary 24 Mo.	12/2004
Comp Time	Admin Files	Temporary 24 Mo.	7/2004
Walker Macy Committee of Nine	Admin Files	Temporary 24 Mo.	9/2003
Comprehensive Plan	Admin Files	Temporary 24 Mo.	12/2006
Comp Plan Rewrite	Admin Files	Temporary 24 Mo.	2005
Conflicts/Ethics	Admin Files	Temporary 24 Mo.	7/1999
Copper Ridge	Admin Files	Temporary 24 Mo.	9/2005
Correspondence – misc.	Admin Files	Temporary 24 Mo.	10/2008
Crown Communities	Admin Files	Temporary 24 Mo.	2005
CSA – Metropolitan Statistical Area	Admin Files	Temporary 24 Mo.	7/2003
Customer Service	Admin Files	Temporary 24 Mo.	10/2004
Deer Population	Admin Files	Temporary 24 Mo.	3/2006
Department Heads – Personnel Rules	Admin Files	Temporary 24 Mo.	1/2004
Development Review Team	Admin Files	Temporary 24 Mo.	1/2004
Diamond Parking	Admin Files	Temporary 24 Mo.	10/2004
Docks – 1 <sup>st</sup> & 3 <sup>rd</sup> Street	Admin Files	Temporary 24 Mo.	6/2002
Docks – Ownership	Admin Files	Temporary 24 Mo.	3/1998
Docks – Private	Admin Files	Temporary 24 Mo.	9/1998
Downtown Association	Admin Files	Temporary 24 Mo.	6/2004
Downtown Association	Admin Files	Temporary 24 Mo.	2/2000

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
ESHD Levy 2005	Admin Files	Temporary 24 Mo.	9/2005
Eminent Domain	Admin Files	Temporary 24 Mo.	6/2006
Emergency Plan/Evacuation Plan	Admin Files	Temporary 24 Mo.	12/1999
Employee Service Awards	Admin Files	Temporary 24 Mo.	2/2003
Employment Law	Admin Files	Temporary 24 Mo.	(> 24 mo.)
EMS	Admin Files	Temporary 24 Mo.	4/2003
Executive Assistant Work Product (Mtg Scheduling Worksheets)	Admin Files	Temporary 24 Mos.	10/2014
Executive Assistant Work Product (AIC Legislative Committee travel arrangements)	Admin Files	Temporary 24 Mos.	12/2013
Executive Assistant Work Product (travel worksheets)	Admin Files	Temporary 24 Mos.	2/2014
Executive Team Standards & Norms	Admin Files	Temporary 24 Mo.	12/2003
Federal Bldg	Admin Files	Temporary 24 Mo.	(> 24 mo.)
Felon House	Admin Files	Temporary 24 Mo.	7/2004
Fernan Hill Road (Water & Fire Flow Issue)	Admin Files	Temporary 24 Mo.	7/2000
Fernan Water	Admin Files	Temporary 24 Mo.	1/2003
Fiber – Conduit	Admin Files	Temporary 24 Mo.	6/2004
Finance Dept.	Admin Files	Temporary 24 Mo.	3/2004
Fire Union – Local 1494	Admin Files	Temporary 24 Mo.	1/2004
Fire Dept.	Admin Files	Temporary 24 Mo.	6/2007
Fire Union Negotiations	Admin Files	Temporary 24 Mo.	2003
Fireworks	Admin Files	Temporary 24 Mo.	8/2004
FJ*	Admin Files	Temporary 24 Mo.	1/2005
Ft. Grounds Homeowners Association	Admin Files	Temporary 24 Mo.	5/2005
Fourth Street Improvements	Admin Files	Temporary 24 Mo.	6/2003
G.O. Advisory Committee/Bond	Admin Files	Temporary 24 Mo.	8/2004
Gangs	Admin Files	Temporary 24 Mo.	6/1993
Garden Avenue Placemaking Initiative	Admin Files	Temporary 24 Mo.	4/2005
Garvee Bonds	Admin Files	Temporary 24 Mo.	2/2005
Government Way North	Admin Files	Temporary 24 Mo.	11/2003
Government Way Project	Admin Files	Temporary 24 Mo.	4/2004
HREI	Admin Files	Temporary 24 Mo.	4/2006
Hagadone Annexation	Admin Files	Temporary 24 Mo.	5/2004
Hagadone-Sherman/Botanical	Admin Files	Temporary 24 Mo.	6/2005
Harris Dean Insurance	Admin Files	Temporary 24 Mo.	1/2002
Health & Welfare	Admin Files	Temporary 24 Mo.	7/2002
Healthcare	Admin Files	Temporary 24 Mo.	3/2002
Hearing Officer Research	Admin Files	Temporary 24 Mo.	12/1992
Hearing Procedures	Admin Files	Temporary 24 Mo.	11/1995
Huetter, City of	Admin Files	Temporary 24 Mo.	7/2005
Human Resources: Certifications/Licenses, etc.	Admin Files	Temporary 24 Mo.	9/2003
Human Rights	Admin Files	Temporary 24 Mo.	9/2005
Human Rights Foundation	Admin Files	Temporary 24 Mo.	7/2003
Impact Fees	Admin Files	Temporary 24 Mo.	1995
Impact Fees – 2000	Admin Files	Temporary 24 Mo.	2000
Inspiration	Admin Files	Temporary 24 Mo.	2/2005
Information Technology	Admin Files	Temporary 24 Mo.	5/1998

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
Ironman 2005	Admin Files	Temporary 24 Mo.	2005
Jaeger Encroachment Application	Admin Files	Temporary 24 Mo.	3/2004
Jewett House Advisory Board	Admin Files	Temporary 24 Mo.	12/2002
Jobs Plus	Admin Files	Temporary 24 Mo.	9/1998
Joint Projects	Admin Files	Temporary 24 Mo.	11/1995
KC Board of Commissioners	Admin Files	Temporary 24 Mo.	3/1996
KC Fair Board	Admin Files	Temporary 24 Mo.	7/2006
KCEMSS	Admin Files	Temporary 24 Mo.	2004
KC Sheriff Boathouse	Admin Files	Temporary 24 Mo.	8/2005
KMPO	Admin Files	Temporary 24 Mo.	12/2003
Kootenai Medical Center	Admin Files	Temporary 24 Mo.	10/2001
Kroc Foundation Grant	Admin Files	Temporary 24 Mo.	(> 24 mo.)
Lake CDA Development, LLC	Admin Files	Temporary 24 Mo.	10/2006
Lakeside Ave. Improvements	Admin Files	Temporary 24 Mo.	1992
Lakes Middle School	Admin Files	Temporary 24 Mo.	11/2005
Landings/Neighborhood, Inc.	Admin Files	Temporary 24 Mo.	3/2007
LCDC – River Urban Renewal District	Admin Files	Temporary 24 Mo.	10/2003
Legislation 2005	Admin Files	Temporary 24 Mo.	4/2004
Legislation – Annexation	Admin Files	Temporary 24 Mo.	1/2004
Legislative Committee	Admin Files	Temporary 24 Mo.	5/2005
Legislation – General	Admin Files	Temporary 24 Mo.	10/2004
Legislation – Local Option Tax	Admin Files	Temporary 24 Mo.	11/2004
Legislation – Revenue Sharing	Admin Files	Temporary 24 Mo.	1/2002
Legislation – Sales Tax	Admin Files	Temporary 24 Mo.	2/2003
Legislation – Term Limits	Admin Files	Temporary 24 Mo.	9/2002
Legislation – Travel	Admin Files	Temporary 24 Mo.	1/2003
Legislative Session 2006	Admin Files	Temporary 24 Mo.	2006
Library	Admin Files	Temporary 24 Mo.	12/2004
Library Bldg. Project	Admin Files	Temporary 24 Mo.	8/2005
Library Board	Admin Files	Temporary 24 Mo.	7/2004
Library Director Negotiations	Admin Files	Temporary 24 Mo.	3/2005
Police Association Agreement	Admin Files	Temporary 24 Mo.	2/2005
Police Association Negotiations	Admin Files	Temporary 24 Mo.	10/2004
Museum of North Idaho	Admin Files	Temporary 24 Mo.	2004
Magnuson Annexation 2004	Admin Files	Temporary 24 Mo.	9/2003
Mahon & Sons	Admin Files	Temporary 24 Mo.	4/2000
Mayor’s Coalition	Admin Files	Temporary 24 Mo.	3/2003
Mid-Town	Admin Files	Temporary 24 Mo.	7/2005
Miller-Stauffer Tower 2005	Admin Files	Temporary 24 Mo.	2/2005
Municipal Services Dept.	Admin Files	Temporary 24 Mo.	1/2003
NIC Health Science Building	Admin Files	Temporary 24 Mo.	2/2003
Negotiation Survey 2003	Admin Files	Temporary 24 Mo.	1/2004
Nepotism	Admin Files	Temporary 24 Mo.	9/2004
Northwest Blvd	Admin Files	Temporary 24 Mo.	1999
Northwest Blvd. Street Trees	Admin Files	Temporary 24 Mo.	5/2003
NW Properties, LLC	Admin Files	Temporary 24 Mo.	8/2006
Open Meeting	Admin Files	Temporary 24 Mo.	12/2004

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
Open Space	Admin Files	Temporary 24 Mo.	2/2005
Organizational Charts	Admin Files	Temporary 24 Mo.	1/2001
Panhandle Area Concrete	Admin Files	Temporary 24 Mo.	10/2003
Park & Rec Commission	Admin Files	Temporary 24 Mo.	3/2003
Parking Commission	Admin Files	Temporary 24 Mo.	1/2005
Parks Dept.	Admin Files	Temporary 24 Mo.	10/1997
Pay for Performance	Admin Files	Temporary 24 Mo.	(> 24 mo.)
Pedestrian/Bicycle Committee	Admin Files	Temporary 24 Mo.	8/2003
PERSI	Admin Files	Temporary 24 Mo.	10/1999
Personnel Policy	Admin Files	Temporary 24 Mo.	11/2004
Personnel Rules: Outside Employment	Admin Files	Temporary 24 Mo.	4/2002
Phone Log	Admin Files	Temporary 24 Mo.	12/2003
Piezometers	Admin Files	Temporary 24 Mo.	7/2007
Planning Commission	Admin Files	Temporary 24 Mo.	12/2001
Police Chief	Admin Files	Temporary 24 Mo.	6/2007
Police Department: Officer Certification	Admin Files	Temporary 24 Mo.	9/2003
Policies	Admin Files	Temporary 24 Mo.	8/2003
Property Acquisition: Ramsey Road (Adams)	Admin Files	Temporary 24 Mo.	7/2002
PTO Committee	Admin Files	Temporary 24 Mo.	11/2005
Public Arts (Notebook) [Misc. info from other orgs]	Admin Files	Temporary 24 Mo.	2000
Public Official Bond	Admin Files	Temporary 24 Mo.	12/2002
Public Art	Admin Files	Temporary 24 Mo.	7/2001
Public Transportation	Admin Files	Temporary 24 Mo.	11/2004
Public Works Contracts	Admin Files	Temporary 24 Mo.	1/2003
Police Association Negotiations 2004	Admin Files	Temporary 24 Mo.	10/2004
Police Association Agreement	Admin Files	Temporary 24 Mo.	2/2005
Police Association Negotiations (2003)	Admin Files	Temporary 24 Mo.	11/2004
Ramsey Road Property	Admin Files	Temporary 24 Mo.	6/2004
Reorganization 2004	Admin Files	Temporary 24 Mo.	7/2004
Retirement Incentive Proposal	Admin Files	Temporary 24 Mo.	7/2004
Rotary Club	Admin Files	Temporary 24 Mo.	4/2003
Safe Haven (Foster Care for Animals)	Admin Files	Temporary 24 Mo.	3/2005
Seltice Way Bridge Project	Admin Files	Temporary 24 Mo.	11/2006
Sexual Harassment	Admin Files	Temporary 24 Mo.	5/2002
Sign Board	Admin Files	Temporary 24 Mo.	2/2004
Sims Property	Admin Files	Temporary 24 Mo.	6/2006
Spokane River Corridor	Admin Files	Temporary 24 Mo.	9/2004
Spokane River Hydro Electric Project	Admin Files	Temporary 24 Mo.	9/2004
Sportsmind	Admin Files	Temporary 24 Mo.	5/2000
Stimson	Admin Files	Temporary 24 Mo.	10/2005
Stormwater Utility	Admin Files	Temporary 24 Mo.	4/2003
Strategic Planning Retreat 2004	Admin Files	Temporary 24 Mo.	2004
Strategic Planning Retreat 2005	Admin Files	Temporary 24 Mo.	2005
Sunshine Meadows	Admin Files	Temporary 24 Mo.	9/2004
Terrorism	Admin Files	Temporary 24 Mo.	10/2001
Third & Fourth Street Parking Lot	Admin Files	Temporary 24 Mo.	5/2001
Training	Admin Files	Temporary 24 Mo.	1/2003

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
Travel: Council	Admin Files	Temporary 24 Mo.	9/2002
Tubbs Hill Committee	Admin Files	Temporary 24 Mo.	2/2000
Union Pacific Trail	Admin Files	Temporary 24 Mo.	7/2006
Urban Forestry Committee	Admin Files	Temporary 24 Mo.	6/2001
Urban Renewal Agency (Old File)	Admin Files	Temporary 24 Mo.	2001
Sewers Research	Admin Files	Temporary 24 Mo.	3/2001
Wastewater Division	Admin Files	Temporary 24 Mo.	4/1999
Wastewater Division – Wastewater Barge	Admin Files	Temporary 24 Mo.	12/1998
WW Treatment Plant – Information	Admin Files	Temporary 24 Mo.	2/1993
Wastewater	Admin Files	Temporary 24 Mo.	4/1997
Water Department	Admin Files	Temporary 24 Mo.	1/2000
Water Softener Loop	Admin Files	Temporary 24 Mo.	4/2006
Watson Agency	Admin Files	Temporary 24 Mo.	9/2003
Workers Compensation	Admin Files	Temporary 24 Mo.	11/1993
Youth Advisory Council	Admin Files	Temporary 24 Mo.	11/2004



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Welch Comer Construction Phase Services Agreement – Seltice Way  
Revitalization Project

=====

**DECISION POINT:**

Should the City Council approve the Construction Phase Services Agreement with Welch Comer?

**HISTORY:**

Under an agreement with the City, Welch Comer Engineers completed the design of the proposed Seltice Way Revitalization project. An amendment to the agreement is needed to extend the contract to provide construction phase services, such as construction surveying, construction observation, submittal reviews, and quantity/pay verifications.

**FINANCIAL ANALYSIS:**

The budgeted amount for construction included construction phase services.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will enable the engineers most familiar with the project to manage the construction, which is scheduled to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Amendment to the City-Consultant Agreement with Welch Comer Engineers to provide construction phase services on the Seltice Way Revitalization project.

**AMENDMENT TO CITY-CONSULTANT AGREEMENT**  
**Amendment No. 4**

The Effective Date of this Amendment is: \_\_\_\_\_, 2017.

Background Data:

Effective Date of City-Consultant Agreement: February 16, 2016

City: City of Coeur d'Alene, Idaho

Consultant: Welch Comer & Associates, Inc.

Project: Seltice Way Improvements – Construction Phase Services

Nature of Amendment:

X Modifications to services of Consultant

X Modifications of payment to Consultant

Description of Modifications:

The City intends on constructing the design produced by the above-referenced Consultant for the above-referenced Project. This scope of work describes the Construction Phase Services necessary to manage construction of the project.

Scope of Services:

Construction Phase Services – 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:
  - Requests: The Contractor shall submit a survey staking request to the Consultant on the form provided by Consultant for the survey control staking. Upon receipt of request, the Consultant will commence survey work within 48 hours, excluding weekends and holidays, at the locations requested by the Contractor. The Consultant will have available one survey crew for construction surveying on this project. Additional demand for survey control staking required by the Contractor is the contractor's responsibility.
  - The CONSULTANT will provide one time primary survey control and construction stakes for Contractor. It shall be the Contractor's responsibility to protect the survey control and construction stakes. If the survey control or construction stakes are disturbed or destroyed prior to their intended use it is the responsibility of the contractor to reestablish said stakes. Survey control can only be replaced by the CONSULTANT. If contractor chooses to reestablish construction stakes, they are responsible for the accuracy and use of said stakes. All staking will be done according to the final approved set of construction plans.
  - Horizontal and Vertical Control Bench Marks: Set primary horizontal and vertical control points as required for use by the Consultant only. Temporary horizontal control points will be established in the work zone as required by the Consultant.
  - Roadway Sawcuts: The existing roadway will be painted in florescent paint for the purposes of saw cutting as noted on the plans. The paint will be at intervals suitable for construction.
  - Subgrade (Red Tops): A hub and lath will be set at maximum spacing of 50 foot at an offset suitable for construction. Key changes in horizontal and vertical alignments will also be staked. One set of hub and lath will be set on either side of the eastbound and westbound roads. The lath will be marked with offset distances to road centerline and edges along with

subgrade cut/fill information. During construction of the subgrade we will conduct field checks of the subgrade to verify accuracy.

- **Top of Base Rock (Blue Tops):** Set hubs representing the top of rock grade. Hubs will also be set 5 across (edge,  $\frac{1}{4}$ , centerline,  $\frac{1}{4}$  and edge) of the westbound and eastbound roads at a maximum of 50 foot intervals. Hubs will be set at key changes in horizontal and vertical alignments with a maximum linear spacing of 50 feet.
- **Concrete Curb and Gutter:** Set hub and lath with cut/fill to top back of curb elevations at 3 foot offsets to top back of curb. They will be set on tangents at a maximum interval of 25-feet and on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. A single lath will be set at the center of each curb drop, pedestrian ramp and at the center of each driveway. The lath at the driveway will be marked with the overall driveway width.
- **Pathway Subgrade:** A hub and lath will be set at approximately 50 foot intervals at an offset suitable for construction. One set of hub and lath will be set on either side of the eastbound and westbound paths. The lath will be marked with offset distances to path centerline along with subgrade cut/fill information. During construction of the subgrade we will conduct field checks of the subgrade to verify accuracy.
- **Pathway Top of Rock:** Set hubs representing the top of rock grade. Hubs will also be set at each edge of the pathway at a maximum of 50 foot intervals. Hubs will be set at key changes in horizontal and vertical alignments with a maximum linear spacing of 50 feet.
- **Sewer Mains and Appurtenances:** Set a hub and lath reference point at tie in points, approximately 100 feet on tangents and angle points at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe. The station and offset distance will be written to the nearest one-tenth of a foot. When required, due to minimum depth below finish grade, cuts to required minimum top of pipe elevations will be noted on each lath.
- **Water Mains and Appurtenances:** Set a hub and lath reference point at tie in points, approximately 100 feet on tangents, valves, angle points, and hydrants at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe. The station and offset distance will be written to the nearest one-tenth of a foot. When required, due to minimum depth below finish grade, cuts to required minimum top of pipe elevations will be noted on each lath.
- **Storm Drainage:** Hub and lath will be set at a suitable offsets such as 10' and 25' as required to facilitate construction and installation of storm structures such as manholes and catch basins. Invert and Rim elevations will be provided. Swales will be staked as necessary to facilitate construction, which will most likely include bottom of swale points being set with cut/fill at the key radius points. Swales, if any will be staked with at a suitable offset with cut/fill to bottom of swale.
- **Median staking:** Provide limited internal median staking as determined by Consultant to be necessary and suitable for construction.

- Light poles and Electrical Facilities: Set hub and lath for light pole location at an offset suitable. Poles will get 2 hubs per pole with the 2nd hub being used for pole rotation/alignment. Provide limited staking to assist in relocation and installation electrical appurtenances. Due to the unknown nature of this task only one day of survey crew time is allocated.
  - Striping and Signs: Striping will consist of paint marks at key points and transitions in the striping diagram as agreed upon with the contractor. Signs will be marked as the actual location with either a paint mark or a hub and lath.
- 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.



- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. Field Orders: Subject to any limitations in the Construction Contract Documents, Consultant may prepare and issue Field Orders requiring minor changes in the Work.
- xiv. 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.
- xv. 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.
- xvi. 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.

- xvii. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- xviii. 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.
- xix. 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.
- xx. 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.
- xxi. 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.
- xxii. 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.
- xxiii. 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, Engineer 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.
- xxiv. 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.

- xxv. 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 210 working days.

City's Responsibilities:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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:

- Property descriptions.
  - Zoning, deed, and other land use restrictions.
  - Utility and topographic mapping and surveys.
  - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 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.
  - Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  - Data or consultations as required for the Project but not otherwise identified in this Agreement.
- v. 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.
- vi. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, provide, as required for the Project:
- 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.
  - Legal services with regard to issues pertaining to the Project as City requires, Contractor raises, or Consultant reasonably requests.
  - Such auditing services as City requires to ascertain how or for what purpose Contractor has used the money paid.
- vii. 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.
- viii. 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.
- ix. 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.

- x. 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.
- xi. Inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to the Site.
- xii. 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.
- xiii. Inform Consultant regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of Consultant.
- xiv. Advise Consultant as to whether Consultant's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- xv. Place and pay for advertisement for Bids in appropriate publications.
- xvi. 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.
- xvii. 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.
- xviii. Authorize Consultant to provide Additional Services, as required.

Payment Modifications:

- i. A Lump Sum amount based on the following estimated distribution of compensation, in addition to the Agreement dated February 16, 2016 and Amendment #1, Amendment #2, and Amendment #3:

<b>Construction Phase Services</b>	<b>\$592,000</b>
------------------------------------	------------------

  - The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- ii. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Consultant's consultants' charges, if any.



- The total compensation for Post Construction Phase Services and reimbursable expenses shall not exceed **\$22,000** without prior written approval.
- iii. Compensation for Reimbursable Expenses and Subconsultants: The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses and Subconsultants allocable to the Project, the latter multiplied by a factor of 1.15.
- iv. Engineer may alter the distribution of compensation between individual phases to be consistent with services actually rendered, but shall not exceed the total amount authorized unless approved in writing by the City.

Agreement Summary:

Original agreement amount:	\$ <u>342,900</u>
Net change for prior amendments:	\$ <u>75,800</u>
This amendment amount:	\$ <u>614,000</u>
Adjusted Agreement amount:	\$1,032,700

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

City and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

City: City of Coeur d'Alene, Idaho

Consultant: Welch Comer & Associates, Inc.

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

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

Print name: \_\_\_\_\_

Print name: Philip F. Boyd, P.E.

Title: \_\_\_\_\_

Title: President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

PM's Approval: \_\_\_\_\_

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** K-Med Purchase and Sale Agreement with Temporary Easement and  
Warranty Deed – Ironwood/US-95 Project

=====

**DECISION POINT:**

Should the City Council approve the Purchase and Sale Agreement with Temporary Easement and accept the Warranty Deed to obtain the right-of-way and access needed for the Ironwood/US-95 intersection project?

**HISTORY:**

Through the Idaho Transportation Department, the US-95/Ironwood Drive intersection improvement project has been awarded to the successful low bidder. In order to begin construction, the necessary right-of-way and easements must be obtained. Negotiations between the property owner and the City have taken place over the past several months, resulting in this agreement and warranty deed.

**FINANCIAL ANALYSIS:**

The budgeted amount for this project adequately covers the necessary amount.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow for construction of the project to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Purchase and Sale Agreement with Temporary Easement and accept the Warranty Deed for the K-Med property. These approvals enable the project to advance to the construction phase.

**PURCHASE AND SALE AGREEMENT  
WITH TEMPORARY EASEMENT**

THIS AGREEMENT ("Agreement") is made by and between the City of Coeur d'Alene ("City"), whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 and K-Med, LLC ("K-Med"), whose address is 5141 N. 40<sup>th</sup> Street, #500, Phoenix, Arizona 85018.

WHEREAS, K-Med is the owner of real property located at 217 W. Ironwood Drive, in Coeur d'Alene, Kootenai County, Idaho, further described in **Exhibit "A"**, and generally referred to as "the Property"; and,

WHEREAS, the City desires to acquire the Property along with a temporary construction easement pursuant to the terms and conditions set forth in this Agreement; and,

WHEREAS, K-Med recognizes that the City would be entitled to condemn the Property and a temporary construction easement, and desires to avoid the expense and inconvenience of the condemnation process; and,

WHEREAS, K-Med therefore will sell the Property to the City and grant a temporary construction easement to the City pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and K-Med hereby agree as follows:

1. Property Acquisition: Owner agrees to convey by Warranty Deed to the City the Property described in **Exhibit "A"**.
2. Temporary Construction Easement: Owner further agrees to grant to the City or its agents or assigns, a nonexclusive temporary construction easement, over, under, along, across and through the Property described and shown in **Exhibit "A"**, for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
3. Indemnity: To the fullest extent allowed by law the City agrees that it will hold the Owner harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the City's construction, maintenance and operation of the Temporary Construction Easement. The Owner agrees that it will hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the Owner's negligence, or the negligence of its agents or employees, with respect to the property which is subject to the Temporary Construction Easement.
4. Insurance: The City shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability

coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.

5. Non-interference: The City shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Owners use of the property during the term of construction. Owner shall not erect or construct any building or other improvement that would interfere with the City's easement rights or impede the progress of the construction, without written consent of the City.

6. Termination of Easement: The temporary construction easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.

7. Consideration: The City agrees to pay to Owner the following sums as consideration for the purchase of the Property and for the temporary construction easement and other items as itemized below:

Right-of-way (6,941 sf)	\$121,991.00
Temporary Construction Easement (12,108 sf)	\$ 10,897.00
Landscaping	\$ 16,152.00
Paving	\$ 960.00

TOTAL CONSIDERATION	\$150,000.00
---------------------	--------------

8. Closing: After the execution of this Agreement by both parties, the Closing shall be accomplished by the Owner executing the Warranty Deed attached as **Exhibit "A"** and delivering it to the City, and then within five days of receipt of the executed Warranty Deed the City will deliver to Owner a check in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). The parties agree to use their best efforts to Close the transaction by or before **February 28, 2017**.

9. Transaction Costs: The parties shall each pay their own costs of this transaction including their own attorney fees.

10. Entire Agreement: The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the purchase of the Property and the grant of the Temporary Construction Easement, and, shall relieve the City of all future claims or obligations on the account of the location, grade, and construction of the proposed roadway.

11. Governing Law: This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho.

12. Negotiation of Agreement: The parties acknowledge that this Agreement has been mutually negotiated at arm's length between the parties.

13. Counterparts: This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto even though all parties are not signatories to one original or the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which, combined, contain the signatures of both parties, shall for all purposes be deemed a fully executed Agreement.


**CITY OF COEUR 'D ALENE**

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


**ATTEST:**

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

**K-MED, LLC**

By:   
Brice W. Samuel, Vice President +  
(Printed Name and Title) Samuel + Company, Inc.  
Managing member

**FOOTHILL MED, LLC**

By:   
Brice W. Samuel, Vice President +  
(Printed Name and Title) Samuel + Company, Inc.  
Managing member



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE  
LANDDON  
GROUP



GATEWAY  
MAPPING  
INC.

EXHIBIT \_\_\_\_  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT  
K MED LLC TO CITY OF COEUR D'ALENE  
February 22, 2017

That portion of Lot 2, Block 1 of Shopko Subdivision Lot 1 Replat, according to the Plat thereof recorded in Book J at page 229, records of Kootenai County, Idaho, being situated in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the southwest corner of said Lot 2, thence along the west line of said Lot 2, North 00°11'03" West, a distance of 27.72 feet;

thence leaving said west line, North 82°02'01" East, a distance of 62.92 feet;

thence 83.81 feet along the arc of a curve to the right having a radius of 573.60 feet and a central angle of 08°22'20", said curve having a long chord which bears North 86°13'10" East, a chord distance of 83.74 feet;

thence South 89°35'40" East, a distance of 42.49 feet;

thence North 04°08'04" East, a distance of 12.04 feet;

thence North 82°02'13" East, a distance of 67.18 feet;

thence South 07°57'47" East, a distance of 7.77 feet;

thence North 82°02'13" East, a distance of 19.61 feet;

thence South 07°57'47" East, a distance of 19.39 feet, more or less, to a point on the south line of said Lot 2;

thence South 82°04'51" West, a distance of 281.54 feet to the POINT OF BEGINNING.

Containing 6,941 square feet (0.159 acres), more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent and northerly of the above-described Right-of-Way Acquisition:

Commencing at the southwest corner of said Lot 2, thence along the west line of said Lot 2, North 00°11'03" West, a distance of 27.72 feet to the POINT OF BEGINNING of the Temporary Construction Easement;

thence continuing along said west line, North 00°11'03" West, a distance of 64.44 feet, more or less, to the south line of Lot 1, Block 1 of said Shopko Subdivision Lot 1 Replat;

\\cdafiles\Public\Projects\JUB\20-15-066 CDA Ironwood  
US95\30\_PROJECT\_ENGINEERING\30.2\_PRELIMINARY\_DESIGN\30.2.10\_SURVEYS\3.FIELD\_SURVEY\_DATA\Cad\Survey\LEGALS\KMED-LLC-ROW-TE-Acquisition.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com



thence along the south line of said Lot 1, South 88°52'45" East, a distance of 164.19 feet;

thence leaving said Lot 1, North 87°07'15" East, a distance of 87.67 feet;

thence South 07°57'47" East, a distance of 30.68 feet;

thence South 82°02'13" West, a distance of 67.18 feet;

thence South 04°08'04" West, a distance of 12.04 feet;

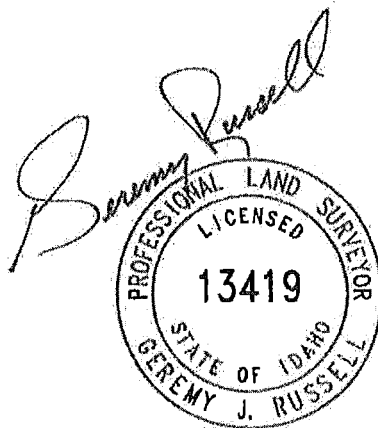
thence North 89°35'40" West, a distance of 42.49 feet;

thence 83.81 feet along the arc of a curve to the left having a radius of 573.60 feet and a central angle of 08°22'20", said curve having a long chord which bears South 86°13'10" West, a chord distance of 83.74 feet;

thence South 82°02'01" West, a distance of 62.92 feet to the POINT OF BEGINNING.

Containing 12,108 square feet (0.278 acres), more or less.

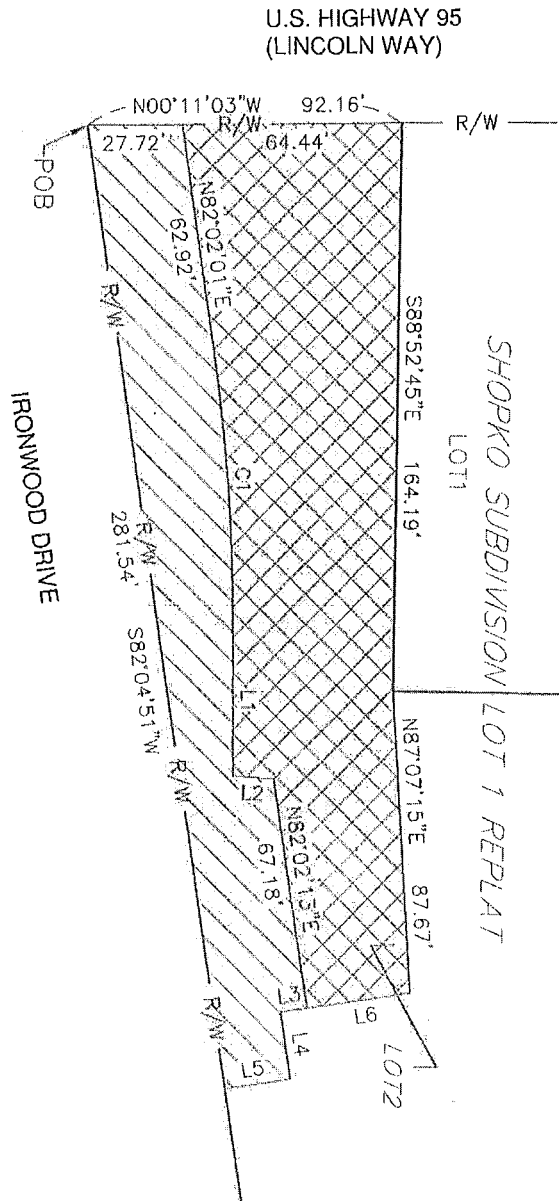
TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing Rights-of-ways and easements of record and/or appearing on said above described Parcel(s).



Digitally Signed on:  
Feb 22, 2017

Digitally signed by Geremy J  
Russell: A0109800000013AC3285009000038C7

CHS 101-A-875



U.S. HIGHWAY 95  
(LINCOLN WAY)

IRONWOOD DRIVE

POB

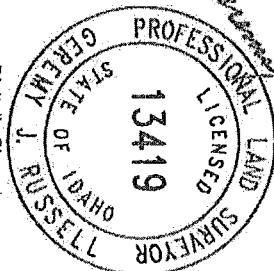
SHOPKO SUBDIVISION LOT 1 REPLAT

LOT 1

LOT 2

0 50 100

SCALE IN FEET



Digitally Signed on:  
Feb 22, 2017

Digitally signed by Gregory J.  
Russell; AO10989300013402362850900038C7

### LEGEND

POB  
POINT OF BEGINNING OF RIGHT-OF-WAY  
ACQUISITION

RIGHT-OF-WAY ACQUISITION, 6,941  
SQ. FT. (0.159 ACRES)±

TEMPORARY CONSTRUCTION EASEMENT  
12,108 SQ. FT. (0.278 ACRES)±



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	83.81'	573.60'	8°22'20"	N86°13'10"E	83.74'

LINE #	DIRECTION	LENGTH
L1	S89°35'40"E	42.49'
L2	N4°08'04"E	12.04'
L3	S7°57'47"E	7.77'
L4	N82°02'13"E	19.61'
L5	S7°57'47"E	19.39'
L6	S7°57'47"E	30.68'



Engineers • Surveyors • Planners

EXHIBIT

K MED LLC

RIGHT-OF-WAY ACQUISITION /TEMPORARY CONSTRUCTION EASEMENT  
NE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

**WARRANTY  
DEED**

KNOW ALL MEN BY THESE PRESENTS, that K-Med, LLC, whose address is 5141 N. 40 Street #500, Phoenix, AZ 85018, herein called GRANTOR, for and in receipt of good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, does hereby grant and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 24 day of February, 2017.

K-Med, LLC

By:

  
Brice W. Samuel


STATE OF

SS

COUNTY OF

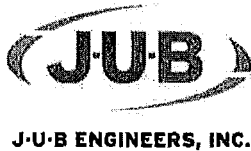
On this 24 day of February, 2017, before me a Notary Public, personally appeared Brice W. Samuel, known or identified to me to be a Member of K-Med, LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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

  
Notary Public for the State of Arizona  
Residing at: Maricopa County  
My Commission Expires: 4-17-20

K-Med NE Cor





J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

EXHIBIT  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION  
K MED LLC TO CITY OF COEUR D'ALENE  
February 22, 2017

That portion of Lot 2, Block 1 of Shopko Subdivision Lot 1 Replat, according to the Plat thereof recorded in Book J at page 229, records of Kootenai County, Idaho, being situated in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the southwest corner of said Lot 2, thence along the west line of said Lot 2, North 00°11'03" West, a distance of 27.72 feet;

thence leaving said west line, North 82°02'01" East, a distance of 62.92 feet;

thence 83.81 feet along the arc of a curve to the right having a radius of 573.60 feet and a central angle of 08°22'20", said curve having a long chord which bears North 86°13'10" East, a chord distance of 83.74 feet;

thence South 89°35'40" East, a distance of 42.49 feet;

thence North 04°08'04" East, a distance of 12.04 feet;

thence North 82°02'13" East, a distance of 67.18 feet;

thence South 07°57'47" East, a distance of 7.77 feet;

thence North 82°02'13" East, a distance of 19.61 feet;

thence South 07°57'47" East, a distance of 19.39 feet, more or less, to a point on the south line of said Lot 2;

thence South 82°04'51" West, a distance of 281.54 feet to the POINT OF BEGINNING.

Containing 6,941 square feet (0.159 acres), more or less.

Digitally Signed:  
Feb 22, 2017



Digitally signed by Jeremy J.  
Russell: A0109800000013AC3285009000038C7

\\cdafiles\Public\Projects\JUB\20-15-066 COA Ironwood  
US95\30\_PROJECT\_ENGINEERING\30.2\_PRELIMINARY\_DESIGN\30.2.10\_SURVEYS\3\_FIELD\_SURVEY\_DATA\Cad\Survey\LEGALS\KMED-LLC-ROW-Acquisition.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** SAM Investments Temporary Easement and Grant Deed – Ironwood/US-95 Project

=====

**DECISION POINT:**

Should the City Council approve the Temporary Easement and accept the Grant Deed to obtain the access needed for the Ironwood/US-95 intersection project?

**HISTORY:**

Through the Idaho Transportation Department, the US-95/Ironwood Drive intersection improvement project, which includes the US-95/Emma Ave intersection, has been awarded to the successful low bidder. In order to begin construction, the necessary right-of-way and easements must be obtained. Negotiations between the property owner and the City have taken place over the past several months, resulting in this agreement and grant deed.

**FINANCIAL ANALYSIS:**

The budgeted amount for this project adequately covers the necessary amount.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow for construction of the project to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Temporary Easement and accept the Grant Deed for the SAM Investments property. These approvals enable the project to advance to the construction phase.



**GRANT DEED  
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Sam Investments, LLC, whose address is 1250 N. Northwood Center Court, Coeur d'Alene, ID 83814, herein called GRANTOR, for and in receipt of good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 6<sup>th</sup> day of ~~February~~ March, 2017.

SAM INVESTMENTS, LLC

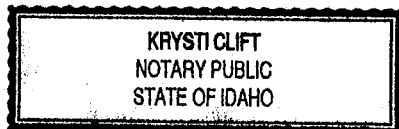
By:

  
John F. Magnuson, Member

STATE OF IDAHO                     )  
  ) SS  
COUNTY OF KOOTENAI         )

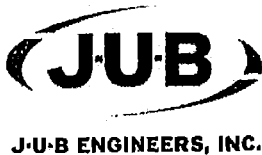
On this 6<sup>th</sup> day of March, 2017, before me a Notary Public, personally appeared John F. Magnuson, known or identified to me to be a Member of Sam Investments, LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



  
Notary Public for the State of Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: 11/13/20

Sam Invest SW Cor



J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

EXHIBIT  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT  
SAM INVESTMENTS, LLC TO THE CITY OF COEUR D'ALENE  
June 7, 2016

That portion of that certain property described in Warranty Deed dated June 15, 2005 recorded as Instrument No. 1957240, records of Kootenai County, situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South 01°09'53" West, a distance of 21.03 feet;

thence leaving said east line and the west right-of-way line of said U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet;

thence North 01°09'53" East, a distance of 13.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence North 00°56'11" East, a distance of 8.00 feet, more or less, to the north line of said property and the south right-of-way line of Emma Avenue;

thence South 89°03'49" East, a distance of 22.03 feet to the POINT OF BEGINNING.

Containing 267 square feet, more or less.

TOGETHER WITH: A Temporary Construction Easement lying adjacent to and southwesterly of the above-described Right-of Way Acquisition, described as follows:

Commencing at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South 01°09'53" West, a distance of 21.03 feet; thence leaving said east line and the west right-of-way line of U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet to the POINT OF BEGINNING.

thence North 88°50'07" West, a distance of 14.95 feet;

thence North 00°56'11" East, a distance of 12.94 feet;

thence South 89°03'49" East, a distance of 15.00 feet;

thence South 01°09'53" West, a distance of 13.00 feet to the POINT OF BEGINNING.

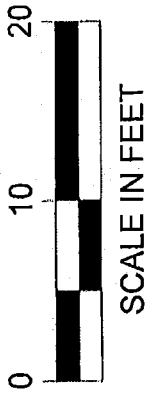
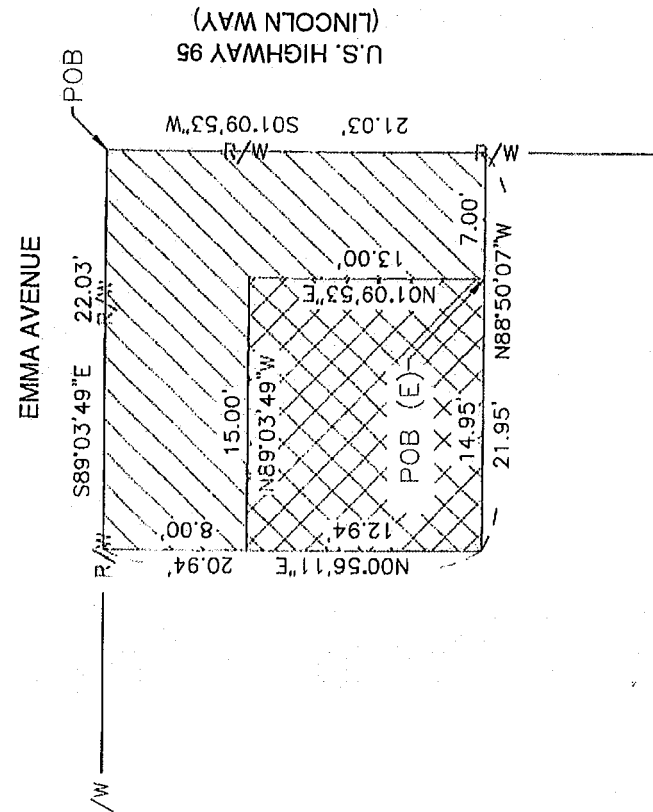
Containing 194 square feet or, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.





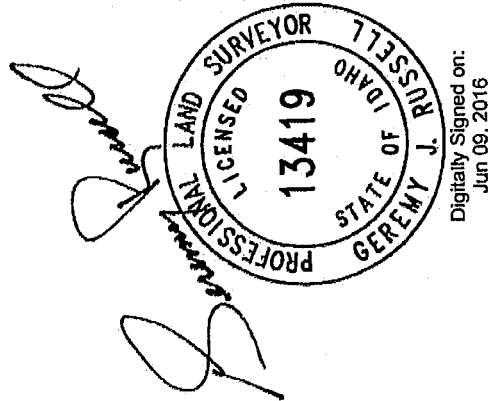
Digitally Signed:  
Jun 09, 2016

\\cdafiles\Public\Projects\JUB\20-16-037 US95\_Emma Intersection\30\_PROJECT\_ENGINEERING\30.2\_PRELIMINARY\_DESIGN\30.2.10\_SURVEYS\3\_FIELD\_SURVEY\_DATA\CAD\SURVEY\LEGALS\SamInvestments.docx  
a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com



### LEGEND

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
-  RIGHT-OF-WAY ACQUISITION, 267 SQ. FT. (0.006 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT, 194 SQ. FT. (0.005 ACRES)±



Engineers • Surveyors • Planners

EXHIBIT  
SAM INVESTMENTS, LLC  
RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT  
SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 6<sup>th</sup> March day of ~~February~~, 2017, between Sam Investments, LLC, whose address is 1250 N. Northwood Center Court, Coeur d'Alene, ID 83814, herein called GRANTOR, and the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTOR herein delivers to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for right-of-way purposes.

NOW THEREFORE, the parties agree as follows:

1. Grantor shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. The Grantee agrees it will hold the Grantor harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the Grantee's construction, maintenance and operation of the Temporary Construction Easement. The Grantor agrees it will hold the Grantee harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged to have arisen as a result of the Grantor's negligence of its agents or employees, with respect to the property which is subject to the Temporary Construction Easement.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.
4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantor's use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantee's temporary easement rights or impede the progress of the construction, without written consent of the Grantee.

6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.
8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.
9. The Grantor shall hire and pay the sign company for the sign, curbing, and landscaping.
10. The Grantee shall coordinate and manage the installation of the new sign, curbing, and landscaping with the Grantor, sign company, and general contractor.
11. The parties agree the replacement road side sign shall be new and of the same type, quality, and general size as the existing sign.
12. The parties agree the new sign may need to be taller, slightly shifted to the east or west than the existing sign to maintain visibility due to the new traffic signal. All costs associated with making the new sign taller or shifting the sign east or west shall be the responsibility of the Grantee and within City sign regulations.
13. The aesthetics (two color text and text height on single color background with one IPC logo provided by owner) shall be similar as the existing sign, but the Grantor will be provided an opportunity to review the new layout prior to construction and installation of the sign.
14. The parties agree there is one (1) existing non-conforming parking space near the proposed traffic signal pole and the non-conforming parking space may be altered as a result of the project.
15. The Parties agree that if the Grantor loses any parking spaces including the existing non-conforming parking space as a result of the project the grantor and successors shall not be adversely impacted by the Grantee's parking code, standards, etc. for the existing building. If the Grantor and successor submits a future building permit to modify the existing facility but does not increase the total square footage, the Grantor shall not be adversely impacted by the Grantee's parking code, standards, etc. for the loss of parking for this project.

16. Grantee will pay Grantors for this Temporary Easement as itemized below:

Right-of-way (267 sf x 10 sf)	\$2,670.00
Temporary Construction Easement (194 sf x 10 sf x 0.10)	\$194.00
Sign Replacement, Curbing, and Landscaping	\$11,550.00
Administrative Settlement	\$500.00
TOTAL CONSIDERATION:	\$14,914.00

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


CITY OF COEUR D'ALENE

By:

Steve Widmyer, Mayor

SAM INVESTMENTS, LLC

By:

  
John F. Magnuson, Member

STATE OF IDAHO                    )  
  ) ss.  
COUNTY OF KOOTENAI         )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared \_\_\_\_\_, known or identified to me to be a representative of the City of Coeur d'Alene, and, acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

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 the State of Idaho

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

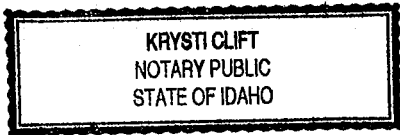
Sam Invest TCE



STATE OF IDAHO                     )  
  ) ss.  
COUNTY OF KOOTENAI            )

On this 6<sup>th</sup> day of February, 2017, before me a Notary Public, personally appeared John F. Magnuson, known or identified to me to be a Member of the Sam Investments, LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



Krysti Clift  
Notary Public for the State of Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: 11/13/20



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE  
LANDON  
GROUP



GATEWAY  
MAPPING  
INC.

EXHIBIT  
LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT  
SAM INVESTMENTS, LLC TO THE CITY OF COEUR D'ALENE  
June 7, 2016

That portion of that certain property described in Warranty Deed dated June 15, 2005 recorded as Instrument No. 1957240, records of Kootenai County, situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South 01°09'53" West, a distance of 21.03 feet;

thence leaving said east line and the west right-of-way line of said U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet;

thence North 01°09'53" East, a distance of 13.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence North 00°56'11" East, a distance of 8.00 feet, more or less, to the north line of said property and the south right-of-way line of Emma Avenue;

thence South 89°03'49" East, a distance of 22.03 feet to the POINT OF BEGINNING.

Containing 267 square feet, more or less.

TOGETHER WITH: A Temporary Construction Easement lying adjacent to and southwesterly of the above-described Right-of Way Acquisition, described as follows:

Commencing at the northeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, South 01°09'53" West, a distance of 21.03 feet; thence leaving said east line and the west right-of-way line of U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet to the POINT OF BEGINNING.

thence North 88°50'07" West, a distance of 14.95 feet;

thence North 00°56'11" East, a distance of 12.94 feet;

thence South 89°03'49" East, a distance of 15.00 feet;

thence South 01°09'53" West, a distance of 13.00 feet to the POINT OF BEGINNING.

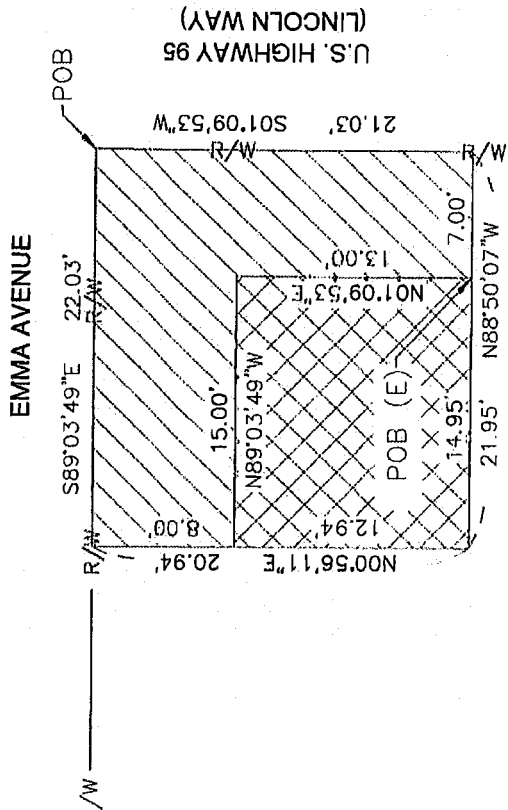
Containing 194 square feet or, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



\\cdafiles\Public\Projects\JUB\20-16-037 US95\_Emma Intersection\30\_PROJECT\_ENGINEERING\30.2\_PRELIMINARY\_DESIGN\30.2.10\_SURVEYS\3\_FIELD\_SURVEY\_DATA\CAD\SURVEY\LEGALS\SamInvestments.doc  
cx a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

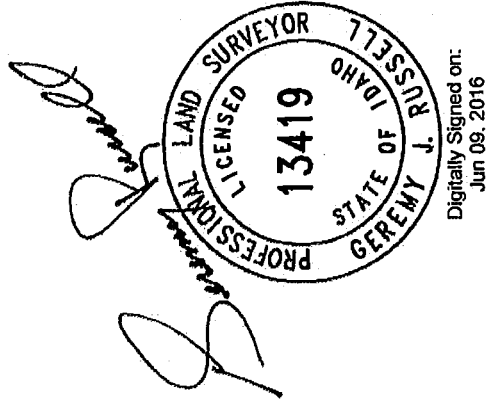


Digitally Signed:  
Jun 09, 2016



**LEGEND**

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
-  RIGHT-OF-WAY ACQUISITION, 267 SQ. FT. (0.006 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT, 194 SQ. FT. (0.005 ACRES)±



**EXHIBIT**  
**SAM INVESTMENTS, LLC**  
RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT  
SE 1/4 SECTION 11 T50N, R4W, E.M. KOOTENAI CO. IDAHO

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Grant of Easement from the Coeur d’Alene Tribe and Kootenai County –  
Seltice Way

=====

**DECISION POINT:**

Should the City Council accept the Grant of Easement from the Coeur d’Alene Tribe and Kootenai County?

**HISTORY:**

The City was awarded Federal funding through the Idaho Transportation Department to construct a shared-use path on the south side of Seltice Way from the Centennial Trail to Northwest Boulevard. In order to connect to the Centennial Trail, an easement is required at the edge of the Coeur d’Alene Tribe/Kootenai County owned parcels where the future transit center is planned to be located.

**FINANCIAL ANALYSIS:**

There is no fee for this grant.

**PERFORMANCE ANALYSIS:**

Acceptance of this Grant of Easement will allow for the shared-use path connection to the Centennial Trail, scheduled to begin this spring.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to accept the Grant of Easement from the Coeur d’Alene Tribe and Kootenai County for construction of a shared-use path along Seltice Way.

Recorded at the Request of:

City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

---

## GRANT OF EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between KOOTENAI COUNTY and THE COEUR D'ALENE TRIBE, hereinafter collectively called the GRANTORS, and the CITY OF COEUR D'ALENE, hereinafter called the GRANTEE.

WHEREAS, the GRANTORS own certain real property identified as the Transit Center, Riverstone, Coeur d'Alene, Kootenai County, Idaho, hereinafter called the Servient Estate; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, replacement, and use of a trail, which will be used by the GRANTEE on, in, through, under, upon, across and over that portion of the Servient Estate hereinafter described; and

WHEREAS, KOOTENAI COUNTY and THE COEUR D'ALENE TRIBE have found that the granting of such an easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this INDENTURE witnesseth that, GRANTORS hereby grant to GRANTEE an easement over and across the Servient Estate for use by the public, including but not limited to pedestrians and bicyclists, for the construction, installation, operation, maintenance, repair, replacement, and use of a trail, such easement being on, in, through, under, upon, across and over that portion of the Servient Estate hereinafter called the PREMISES, containing 6,372 square feet in Lot 1, more or less, and more specifically described in **Exhibit "A"** map and **Exhibit "B"** legal description, attached hereto and made a part hereof; and containing 3,226 square feet in Lot 2, more or less, and more specifically described in **Exhibit "C"** map and **Exhibit "D"** legal description, attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. CONSIDERATION. In consideration for this Easement, the GRANTEE shall pay the GRANTORS the one-time sum of \$1.00 each, the receipt of which is hereby acknowledged.

2. ACCESS BY GRANTEE. The GRANTORS grant to the GRANTEE the right to use the PREMISES, together with the necessary rights of ingress and egress.

3. USE BY GRANTORS. The GRANTORS may use the PREMISES of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this Easement.

4. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This Easement is subject to all existing easements, all other outstanding rights, recorded and unrecorded, and to all such utility lines, roadways, or other improvements as may be located on, in, under, across, through and over the PREMISES, and to the right of the GRANTORS to grant such additional easements and rights of way on, in, under, across, through and over the PREMISES as they shall determine to be in the public interest, provided that such additional easements and rights of way will not unreasonably interfere with the GRANTEE's use of the PREMISES in accordance with this Easement.

5. APPROVAL OF PLANS. All work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, replacement, and use of the trail shall be done without cost or expense to the GRANTORS and in accordance with plans previously approved by the GRANTORS.

6. RESTORATION. Upon completion of any work performed in or upon the PREMISES, GRANTEE, at its own expense, shall remove all equipment and unused or surplus materials, if any, and shall maintain the PREMISES in a manner satisfactory to the GRANTORS.

7. PROTECTION AND MAINTENANCE OF PREMISES. The GRANTEE, at its own cost and expense, shall maintain the PREMISES and the trail in good condition at all times and shall promptly make all repairs that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the trail.

8. DAMAGE TO THE PREMISES. GRANTEE, at its expense, shall repair or restore any damage to GRANTORS' property that may occur during the construction, operation, maintenance, repair, replacement, and use of the trail in a manner satisfactory to the GRANTORS. GRANTEE, its employees, authorized agents and contractors shall reimburse the GRANTORS for any and all actual costs, direct and indirect, incurred by the GRANTORS as a result of any damage to the PREMISES caused by their individual or collective actions.

9. APPLICABLE RULES AND REGULATIONS. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GRANTORS to assure that the exercise of those rights will not unreasonably interfere with the GRANTORS' activities at the Servient Estate. The GRANTEE shall adhere to all GRANTORS' imposed security rules and regulations in the exercise of such rights.

10. GRANTEE'S RESPONSIBILITY. The GRANTORS shall not be responsible for damages to property or injuries to persons that may arise from, or be incident to, the use and occupation of the PREMISES by the GRANTEE, or for damages to the property or injuries to the persons of the GRANTORS' officers, agents, servants, or employees, or others who may be on the PREMISES at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.* and/or other applicable law .

11. ENVIRONMENTAL PROVISIONS.

a. GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the PREMISES.

b. GRANTEE shall be, at its sole cost and expense, solely responsible for obtaining any environmental permits required for its activities on the PREMISES.

c. GRANTORS' rights under this Easement specifically include the right for its representatives to inspect the PREMISES for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GRANTORS are responsible for enforcing them. The inspections shall be made without prejudice to the right of duly constituted enforcement officials to make them. The GRANTEE shall have no claim on account of any entries against the GRANTORS or any of their officers, agents, employees, contractors, or subcontractors.

d. Storage, treatment, or disposal of toxic hazardous materials on the PREMISES is prohibited.

e. The GRANTEE shall be solely responsible for the release, or substantial threat of a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity under this Easement, and any preceding easements, licenses, or rights-of-way. Any reporting, containment, removal, or other remedial action relating to a release or threat of release required by law or regulation shall also be the responsibility of the GRANTEE.



f. The GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the Resource Conservation Recovery Act (RCRA) Corrective Action Program during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will be, to the extent practicable, coordinated with representatives designated by the GRANTORS. The GRANTEE shall have no claim on account of any entries against the GRANTORS or their officers, agents, employees, contractors, or subcontractors. In addition, GRANTEE shall comply with all applicable Federal, state and local occupational safety and health regulations.

g. The GRANTEE shall strictly comply with the hazardous waste permit, storage, handling, and disposal requirements under Title 31, chapter 44, Idaho Code and the Kootenai County Solid Waste Ordinance. The GRANTEE must provide at its own expense any hazardous waste storage facilities, complying with all laws and regulations that it may need for storage. Installation hazardous waste storage facilities will not be available to the GRANTEE.

h. GRANTEE shall manage the natural and cultural resources on the PREMISES in a manner that is consistent with the philosophies and supportive of the objectives of GRANTORS. GRANTEE shall identify any activity that may affect federally regulated resources (listed species, wetlands, waters of the United States, etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.

i. GRANTEE shall, during the construction, installation, operation, maintenance, repair, and use of the trail, upon inadvertently discovering Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, as those terms are defined in 43.C.F.R. § 10.2(d), immediately notify by telephone the GRANTORS. The GRANTEE shall cease all activity in the area of the inadvertent discovery until directed otherwise by the GRANTORS. Additionally, the GRANTEE shall take all reasonable efforts to protect any Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2(d).

12. FAILURE TO INSIST ON COMPLIANCE. The failure of the GRANTORS to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of GRANTORS' right to the future performance of any such terms, covenants or conditions and GRANTEE's obligations for their future performance shall continue in full force and effect.

13. ENVIRONMENTAL CONDITION OF PROPERTY.

a. For purposes of this Easement applicable environmental laws include, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as well as corresponding state laws, regulations and ordinances.

b. The GRANTEE will provide verbal notice to the GRANTORS within 24 hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of Applicable Environmental Laws on the PREMISES. The GRANTORS may direct the GRANTEE to make a detailed written report of the facts and circumstances underlying the alleged noncompliance or violation. Without limitation of the foregoing, the GRANTORS, in response to acts or omissions of the GRANTEE, its agents, or contractors may, in its discretion, take action to remedy contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

14. ASSIGNMENT / TRANSFER OF RIGHTS. The GRANTEE shall not transfer or assign this Easement or any interest in it, or otherwise make any portion of, or rights in, the PREMISES available to any party without the prior written consent of the GRANTORS.

15. TERMINATION.

a. If, at any time, the GRANTORS determine that the trail, or any portion thereof, unduly interferes with any Transit Center activities, the GRANTORS shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate the interference.

b. All or any part of this Easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use of those rights for a period of two consecutive years.

16. SURRENDER. Upon any termination or expiration of this Easement, the GRANTEE, at its own expense and risk, shall promptly remove, to the extent required by the GRANTORS, improvements, fixtures, and equipment installed or constructed hereunder, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. The restoration shall be done in a manner satisfactory to the

GRANTORS and in accordance with applicable laws and regulations. If the GRANTEE fails to remove the property as required by the GRANTORS, all improvements, chattels, and other items abandoned by the GRANTEE become GRANTOR property ninety (90) days following the date of termination or expiration. If the GRANTORS incur any cost to remove the items abandoned by the GRANTEE, the GRANTEE shall reimburse the GRANTORS for any and all actual costs, direct and indirect, incurred.

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed by their duly authorized representatives as of the day and year first written above.

GRANTOR:  
KOOTENAI COUNTY

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

Chairman, Board of Commissioners  
Kootenai County

STATE OF IDAHO            )  
COUNTY OF KOOTENAI    )

Subscribed and sworn before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_.

GRANTOR:  
COEUR D'ALENE TRIBE

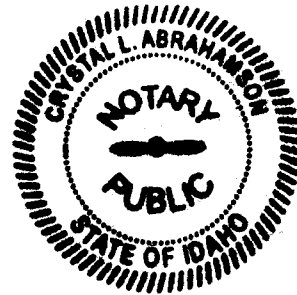
By: [Signature]  
CHIEF ALLAN  
Chairman, Coeur d'Alene Tribal Council

STATE OF IDAHO )  
COUNTY OF KOOTENAI )

Subscribed and sworn before me  
This 13<sup>th</sup> day of January, 2017.

[Signature]

My Commission Expires 07/23/2018.



GRANTEE:  
CITY OF COEUR D'ALENE

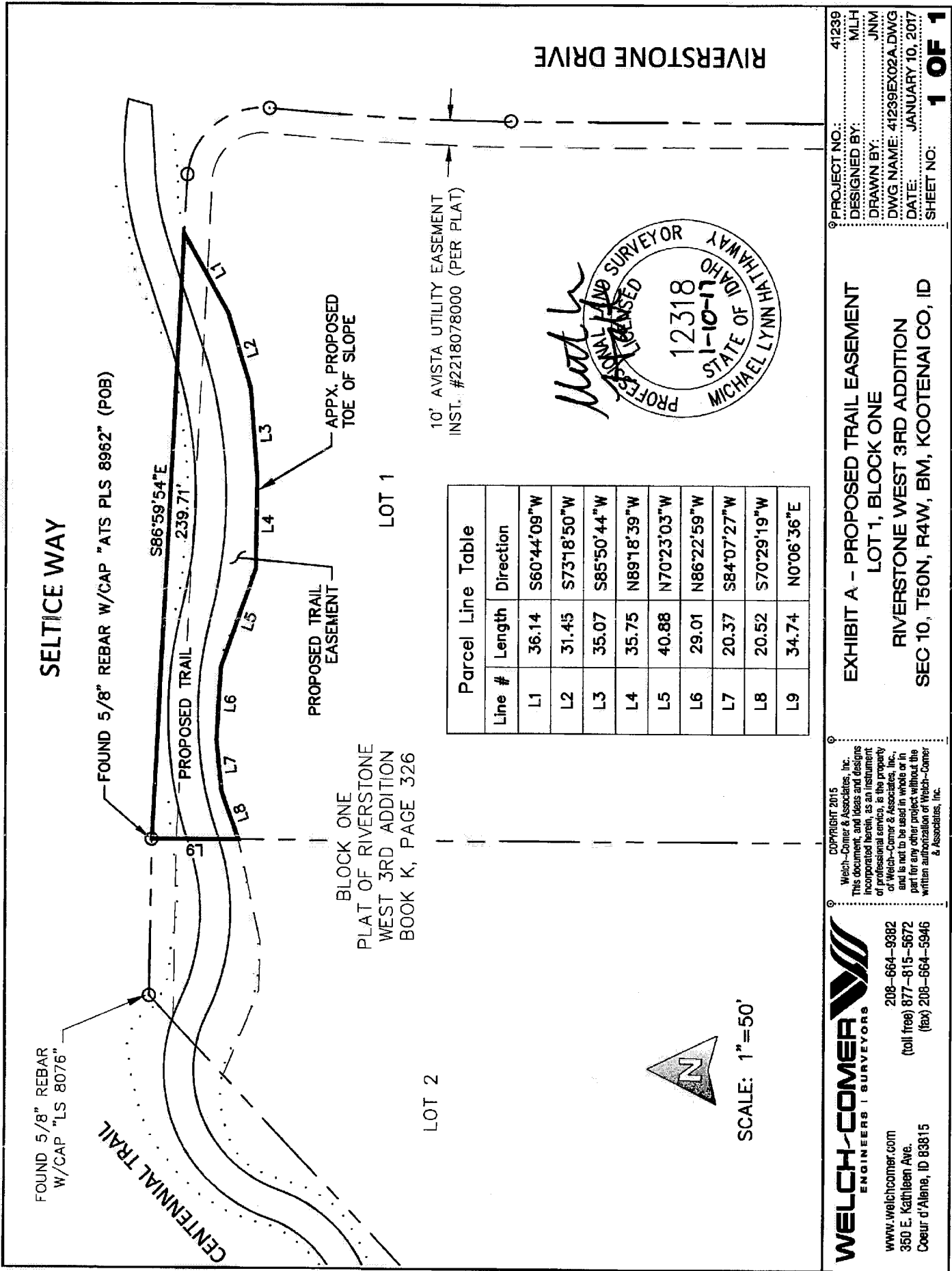
By: \_\_\_\_\_  
STEVE WIDMYER  
Mayor, City of Coeur d'Alene

STATE OF IDAHO )  
COUNTY OF KOOTENAI )

Subscribed and sworn before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

My Commission Expires \_\_\_\_\_.



## EXHIBIT B - PROPOSED TRAIL EASEMENT DESCRIPTION

That portion of Lot 1, Block One, Riverstone West 3<sup>rd</sup> Addition, recorded in Book K of Plats, Page 326, records of Kootenai County, located in the northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

**BEGINNING** at a 5/8" rebar and cap stamped "ATS PLS 8962" marking the northwest corner of said Lot 1;

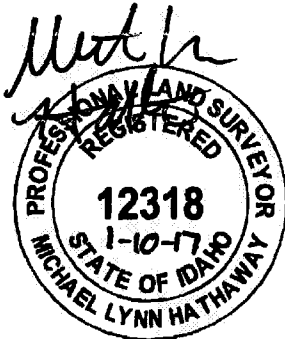
Thence along the North line of said Lot 1 South 86°59'54" East a distance of 239.71 feet to the toe of a proposed slope for the construction of a trail;

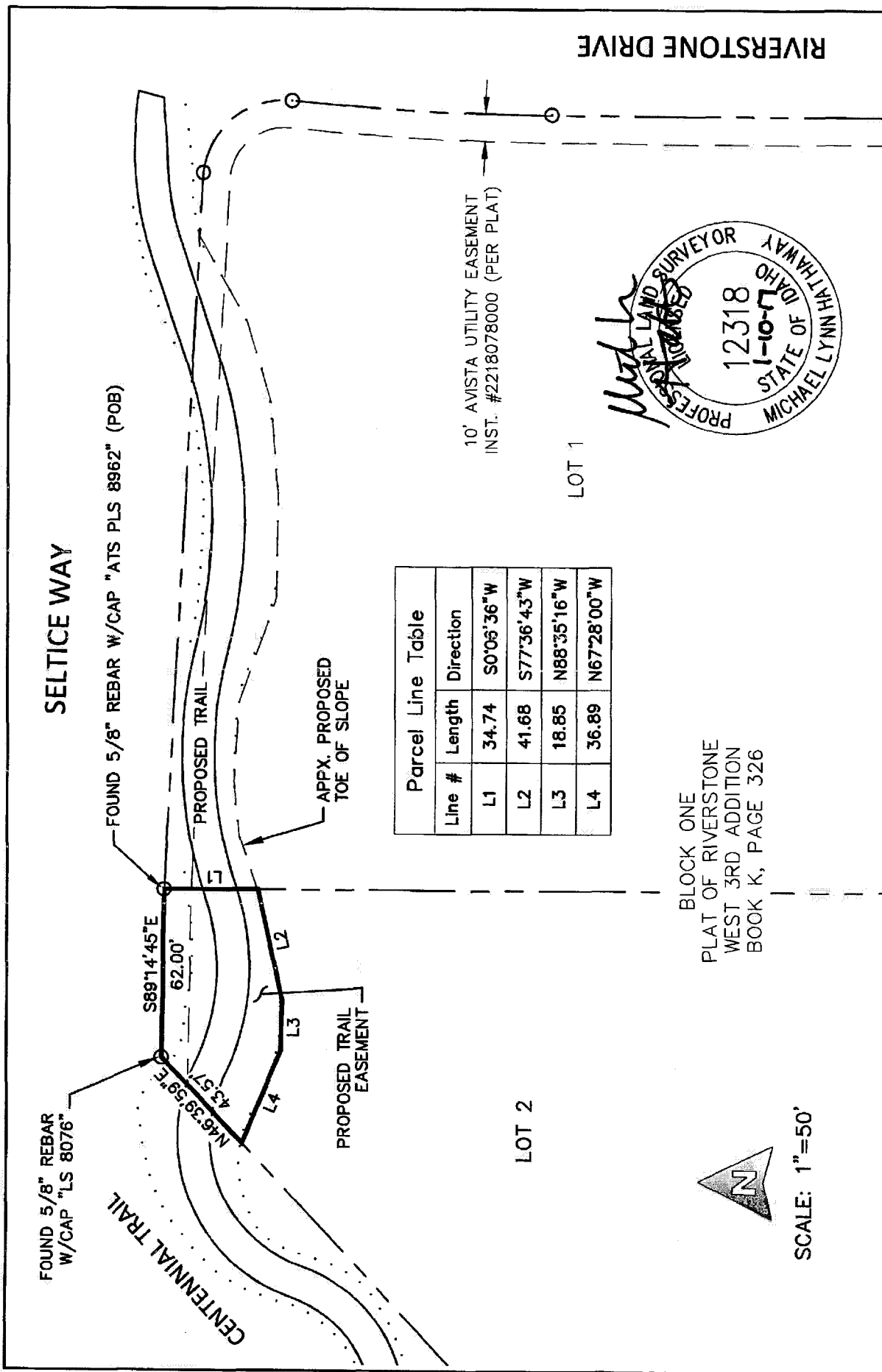
Thence along said proposed toe of slope through the following 8 courses:

1. South 60°44'09" West a distance of 36.14 feet;
2. South 73°18'50" West a distance of 31.45 feet;
3. South 85°50'44" West a distance of 35.07 feet;
4. North 89°18'39" West a distance of 35.75 feet;
5. North 70°23'03" West a distance of 40.88 feet;
6. North 86°22'59" West a distance of 29.01 feet;
7. South 84°07'27" West a distance of 20.37 feet;
8. South 70°29'19" West a distance of 20.52 feet to the West line of said Lot 1;

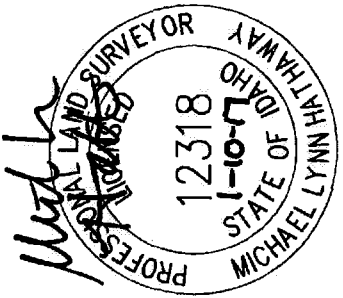
Thence along said West line of Lot 1 North 0°06'36" East a distance of 34.74 feet to the **POINT OF BEGINNING**:

Containing 6,372 square feet, more or less.





Parcel Line Table		
Line #	Length	Direction
L1	34.74	S0°03'36"W
L2	41.68	S77°36'43"W
L3	18.85	N88°35'16"W
L4	36.89	N67°28'00"W



BLOCK ONE  
PLAT OF RIVERSTONE  
WEST 3RD ADDITION  
BOOK K, PAGE 326



SCALE: 1"=50'

**WELCH-COMER**  
ENGINEERS & SURVEYORS

www.welchcomer.com  
350 E. Kathleen Ave.  
Coeur d'Alene, ID 83815

208-664-9382  
(toll free) 877-815-5672  
(fax) 208-664-5946

**EXHIBIT C - PROPOSED TRAIL EASEMENT**  
**LOT 2, BLOCK ONE**  
**RIVERSTONE WEST 3RD ADDITION**  
**SEC 10, T50N, R4W, BM, KOOTENAI CO, ID**

COPYRIGHT 2015  
Welch-Comer & Associates, Inc.  
This document, and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch-Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch-Comer & Associates, Inc.

PROJECT NO.: 41239  
DESIGNED BY: MLH  
DRAWN BY: JNM  
DWG NAME: 41239EX02C.DWG  
DATE: JANUARY 10, 2017  
SHEET NO: **1 OF 1**



## EXHIBIT D - PROPOSED TRAIL EASEMENT DESCRIPTION

That portion of Lot 2, Block One, Riverstone West 3<sup>rd</sup> Addition, recorded in Book K of Plats, Page 326, records of Kootenai County, located in the northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

**BEGINNING** at a 5/8" rebar and cap stamped "ATS PLS 8962" marking the northeast corner of said Lot 2;

Thence along the East line of said Lot 2 South 0°06'36" West a distance of 34.74 feet to the toe of a proposed slope for the construction of a trail;

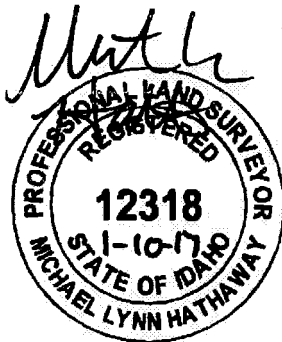
Thence along said proposed toe of slope through the following 3 courses:

1. South 77°36'43" West a distance of 41.68 feet
2. North 88°35'16" West a distance of 18.85 feet;
3. North 67°28'00" West a distance of 36.89 feet to the northwesterly line of said Lot 2;

Thence along said northwesterly line of Lot 2 North 46°39'59" East a distance of 43.57 feet to a 5/8" rebar and cap stamped "LS 8076";

Thence along the North line of said Lot 2 South 89°14'45" East a distance of 62.00 feet to the **POINT OF BEGINNING**;

Containing 3,226 square feet, more or less.



# **Public Works**

## **STAFF REPORT**

**DATE:** March 08, 2017  
**FROM:** Kim Harrington, Assistant Project Manager  
**SUBJECT:** **Cooperative Funding Agreement for the 2017 Chip Seal Project**

---

### **DECISION POINT**

Staff is requesting the City Council to approve a Cooperative Funding Agreement (attached) with the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2017 Chip Seal Project.

### **HISTORY**

This is the second year of the City of Coeur d'Alene's Chip Seal program (see attached for locations). Our consultant, Welch Comer Engineering, is tasked with the design, bid, and construction phase services for all the participating municipalities.

### **FINANCIAL ANALYSIS**

The Chip Seal program is a part of the City of Coeur d'Alene's Overlay program and is a budgeted item. The budget amount for the chip seal program is approximately \$199,000.00. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Coeur d'Alene will be the lead and will coordinate with the other city participants.

### **PERFORMANCE ANALYSIS**

Approving this Cooperative Funding Agreement for the Chip Seal Program will provide clarity for all parties and provide the terms of the funding, work performed, and the management of the project. The Project will begin in late July or August.

### **RECOMMENDATION**

Staff recommends that the City Council and Mayor approve the Cooperative Funding Agreement with the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2017 Chip Seal Project.

## COOPERATIVE FUNDING AGREEMENT

This Agreement made and entered into this 21<sup>st</sup> day of March, 2017, is by and between the City of Coeur d'Alene, a municipal corporation of the State of Idaho, (hereinafter "**Coeur d'Alene**"), whose address is 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814, the City of Dalton Gardens, a municipal corporation of the State of Idaho, (hereinafter "**Dalton Gardens**"), whose address is 6360 North Fourth Street, Dalton Gardens, Idaho 83815, and the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter "**Hayden**") whose address is 8930 N Government Way, Hayden, Idaho 83854.

WHEREAS, each City plans and implements annual preventative maintenance activities on its transportation system by installing surface treatments as part of the "2017 Chip Seal Project" (hereinafter "Project") and more specifically described as follows:

### **Coeur d'Alene**

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Best Hill Meadows Subdivision	1/4" chip seal
Foothills Subdivision	1/4" chip seal
Government Way, Harrison to I-90	3/8" chip seal

### **Dalton Gardens**

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Davenport, Dalton to Deerhaven	1/4" chip seal
Colfax, Dalton to Wilbur	1/4" chip seal
Valley, Canfield to Prairie	1/4" chip seal

### **Hayden**

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>

; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden let commercial bids and contract with private commercial entities to install surface treatments; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden wish to work cooperatively, combining surface treatment contract bids to realize economy of scale with regard to commercial contract quantities in accordance with Idaho Code section 67-2807; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree that this Process will benefit all parties; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree to pay their respective share of costs for the work items associated with the surface treatments identified for each route in the commercial contract documents.

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden will agree to the acceptance criteria in the Contract Documents so that consistency in determining acceptable or unacceptable work is clear to contractor during construction.

NOW THEREFORE, this cooperative agreement is entered into between Coeur d'Alene, Dalton Gardens, and Hayden to address the terms of the funding, work, and the management of the Project.

1. Duties of Coeur d'Alene:

- a. Coeur d'Alene will coordinate with Dalton Gardens and Hayden to review and reasonably alter the contract documents to mutual satisfaction.
- b. Coeur d'Alene will not advertise the bid until Dalton Gardens and Hayden concur with the acceptability of the contract documents in writing.
- c. Coeur d'Alene will pay to advertise the project for bids in the paper.
- d. Coeur d'Alene will competitively bid the commercial contract for surface treatments by each party for their respective routes, in accordance with Idaho Code section 67-2805. Once the bids have been opened, but prior to the award of the bid, Coeur d'Alene will review the bids to determine if the bids are within reasonable financial expectations.
- e. Coeur d'Alene will provide the bids to Dalton Gardens and Hayden and will not award the bid until Dalton Gardens and Hayden concur, in writing, to the recommendation of award.
- f. Coeur d'Alene will award the surface treatment contract, execute the agreement with the contractor, administer the contract and manage the project.

2. Duties of Dalton Gardens and Hayden:

- a. Dalton Gardens and Hayden will pay contract costs associated with the surface treatments on their routes.
- b. Dalton Gardens and Hayden will pay for development of their respective share of the contract documents separately through separate contracts.
- c. Dalton Gardens and Hayden will pay for their respective share of construction inspection of surface treatment installation through separate contracts.
- d. Dalton Gardens and Hayden will pay Coeur d'Alene a lump sum amount equal to the bid price for the respective Dalton Gardens and Hayden portions of the Project after the bid opening and prior to the Award of the Contract. Within 60 days of the substantial completion of the Project, Coeur d'Alene will coordinate with Dalton Gardens and Hayden individually to determine if financial adjustment is necessary and settle each respective account accordingly.
- e. If either Dalton Gardens or Hayden fail to provide payment to Coeur d'Alene for their portions of the contract costs, the respective quantities will be removed from

the contract and any raise in unit prices due to the Contractor because of the reduction in overall quantity will be borne by the party at fault.

3. Upon completion of the work and acceptance by each party of the work within its own jurisdiction, each party shall be responsible for the future maintenance of those routes receiving surface treatments that are within that party's jurisdiction.
4. This agreement shall be in effect upon its execution by all parties and shall remain in effect until the Project is completed.

**City of Coeur d'Alene**

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

**City of Dalton Gardens**

---

Steve Roberge, Mayor

ATTEST:

---

Valerie Anderson, City Clerk

**City of City of Hayden**

---

Steve Griffiths, Mayor

ATTEST:

---

Abbi Landis, City Clerk

## ANNOUNCEMENTS

# GENERAL SERVICES COMMITTEE



CITY COUNCIL  
STAFF REPORT

DATE: March 6, 2017

FROM: Lee White, Chief of Police

SUBJECT: Amendment to Snow Removal and Weed Ordinance

---

**Decision Point:** Staff requests that Council authorize amendments to the snow removal ordinance (City Code 12.24) and weed ordinance (City Code 8.08) for the City of Coeur d'Alene, as recommended in the attached documents.

**History:** Current code provides that a violation of snow removal and weed ordinances are a misdemeanor and require involvement of the City Attorney's office for remedy. This process is often time consuming and may not provide a timely solution to the problem. Additionally, it does not allow Code Enforcement Officers the ability to take immediate enforcement action, if required. The language of the current codes further leads to potential violations which seem not to have been intended by Council.

**Financial Analysis:** Although there is no immediate financial impact, staff time will be used to enforce the ordinances and fines may be collected; however, the amount of each is difficult to determine.

**Performance Analysis:** These amendments provide for amendment and repeal of the current ordinances, allow infraction tickets to be issued if the responsible parties are not compliant with warnings, incremental penalty increases, waiving of fees under limited circumstances and include an appeal process. The fine penalty will be reviewed annually during the established process for fee and fine review by the Office of City Clerk. The language is clarified to avoid unintended violations of the codes.

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 17-1007

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 12.24.020 AND 12.24.025 OF THE CITY CODE RELATING TO SNOW AND ICE REMOVAL; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That section 12.24.010 of the Coeur d'Alene Municipal Code be amended as follows:*

Every owner or occupant of any house or other building, or of any vacant lot or block, ~~and every person having charge of any church, jail or public building within the municipal limits,~~ shall, ~~during the winter season and during the time snow continues on the ground, by nine o'clock (9:00) A.M. on every day within a reasonable time~~ after a snowfall, considering all the circumstances, and whenever otherwise necessary, clear the sidewalks ~~in front of abutting~~ such ~~lot or block, property from of~~ snow and ice, and shall keep ~~them conveniently~~ it reasonably free therefrom ~~during the day so as to allow citizens to use the sidewalk in a safe and convenient manner;~~ or shall, i In case the snow and/or ice is so eonealed compacted or frozen that it cannot be removed without injury to the sidewalk, ~~cause the snow and ice to be strewed with ashes or the owner or occupant shall apply~~ sand or other traction material to the walkway. ~~Every owner or occupant shall at all times keep such sidewalk clear and free from all filth, dirt or other obstructions or encumbrances so as to allow citizens to use the sidewalks in an easy and commodious manner.~~

**SECTION 2.** *That section 12.24.020 of the Coeur d'Alene Municipal Code be amended as follows:*

Whenever any person neglects or refuses to comply with this chapter, ~~then~~ the city ~~shall~~ may notify the street superintendent of the last known legal owner, the property addressdescription in general terms, and the work to be performed. The street superintendent shall proceed with the work specified and transmit the cost of the work to the city council, ~~whowhich, if the work is performed by a third party contractor,~~ shall cause the same to be paid. The costs of the work shall be assessed upon the owner of the abutting lot, block or property ~~to abutting~~ the sidewalk from which the snow and ice or other substances are required to be removed. The assessment shall be a lien upon the property collected as other special assessments are collected, or the costs may be collected in any way authorized by law.

**SECTION 3.** *That section 12.24.025 of the Coeur d'Alene Municipal Code be amended as follows:*

~~Upon direction of the city council and at the city council's discretion, the city shall notify by certified mail any property owner or occupant to remove snow and ice, dirt, filth, or other obstructions or encumbrances from the sidewalk as provided by this chapter. Upon the failure, neglect or refusal of any property owner or occupant so notified to remove snow and ice, filth, dirt or other obstructions or encumbrances from the sidewalk's area, said property owner or occupant shall be deemed to have violated the provisions of this chapter. The city attorney shall be notified and shall cause legal action to be taken against the property owner or occupant who violated any provisions of this chapter. Violators shall be guilty of a misdemeanor as provided in section 1.28.010 of this code.~~

A. In addition or as an alternative to the process set out in § 12.24.020, a police officer, or other person(s) designated by the city or chief of police, observing a violation of this chapter may issue a civil citation to any person who fails to comply with the provisions of this chapter. The civil citation shall carry a penalty in the amount established by resolution of the city council for civil penalties and shall be payable within ten (10) days of receipt of the civil citation. Each day that a violation of this chapter continues may result in a separate civil citation. For good cause shown, the city administrator, or his designee, may waive all or a portion of any civil penalty assessed pursuant to this chapter.

B. The civil citation shall describe the circumstances constituting a violation of this chapter and state the amount of the penalty assessed for the violation.

C. In the event a person fails or refuses to pay the civil penalty assessed pursuant to this chapter, the city may take such action as may be necessary for enforcement of that civil penalty. Enforcement actions may include, but are not limited to, initiation of collection procedures via a debt collection service, filing a civil lawsuit for collection of the unpaid penalty(ies), and/or, subject to subsection D of this section, filing a misdemeanor complaint. The city shall be entitled to all fees, costs, and attorney fees incurred in the collection of such civil penalty(ies) and, upon entry of a judgment, the city may proceed with enforcement of the judgment as provided by law.

D. If a person has been issued two (2) civil citations for violation of this chapter, both of which remain unpaid, subsequent violations shall constitute a misdemeanor, subject to a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment in the county jail for not more than six (6) months, or both. A misdemeanor citation may only be issued if there are at least two (2) unpaid civil citations for violation of this chapter outstanding.

E. A person may appeal a civil citation issued for violation of this chapter by filing a written notice of appeal within ten (10) calendar days of the issuance of the civil citation.

1. The city administrator or his designee shall review the appeal and shall issue a written determination within fifteen (15) days of the filing of the notice of appeal. A civil citation may be upheld in whole or in part, or it may be overturned.

2. If the civil citation is upheld, the appellant shall be required to pay the civil penalty by the due date set forth in the written denial of appeal. Failure to pay the penalty shall subject the appellant to the collection procedures set forth in section 12.24.025(C) of this chapter.

3. If the civil citation is overturned, it shall be deemed void.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on March 21, 2017.*

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of March, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections 12.24.020 and 12.24.025 of the City Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 12.24.020 and 12.24.025 OF THE CITY CODE RELATING TO SNOW AND ICE REMOVAL; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

---

Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Sections 12.24.020 and 12.24.025 of the City Code relating to Snow and Ice Removal, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21<sup>st</sup> day of March, 2017.

---

Randall R. Adams, Chief Deputy City Attorney

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 17-1008

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 8.08 OF THE CITY CODE RELATING TO WEED ABATEMENT; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That section 8.08.010 of the Coeur d'Alene Municipal Code be amended as follows:*

The following terms shall have the following meaning when used in this chapter, unless the context of their use indicates otherwise:

**BRUSH PILE:** An accumulation of cuttings or dead portions of trees, brush, or bushes placed in a pile or allowed to lie randomly on the ground, with the exception of an actively maintained compost pile not generating nuisance odors.

**NUISANCE TREE OR BUSH:** Any large, woody perennial plant which is allowed to grow in such a manner as to obscure any traffic visibility triangle, any traffic sign or encroach into a public right of way in such a manner as to create a hazard to those using the right of way, or ~~the existence of~~ any dead or dying tree or bush which creates a hazard to public safety or public property.

**PLANTING STRIP:** The area between the curb or edge of the road surface and the boundary of the right-of-way; a road verge.

**VEGETATIVE LITTER:** Scattered accumulation of dead portions of plant materials, with the exception of an actively maintained compost pile not generating nuisance odors.

**WASTE MATTER:** Unused or discarded matter having no substantial market value, which is exposed to the elements and is not enclosed in any structure or otherwise concealed from public view, and which consists (without limitation or exclusion by enumeration) of such matter and material as:

- A. Rubble, asphalt, concrete, plaster, tile;
- B. Rubbish, crates, cartons, metal and glass containers; and



C. Vehicle bodies and parts.

WEED: ~~All eight inch (8") tall or taller Any grasses, annual plants, perennial plants which is valueless and growing wild, noxious weeds (as defined in Idaho Code section 22-2407), or and other weeds and all other rankoffensive uncultivated vegetation, other than trees, bushes, and cultivated plants, flowers and agricultural products. This term does not include trees, bushes, or other plants grown for ornamental or utilitarian purposes.~~

**SECTION 2.** *That section 8.08.020 of the Coeur d'Alene Municipal Code be amended as follows:*

A. It is ~~unlawful a violation of this chapter for the owner or occupant of real property to allow, permit or maintain the unmanageduncontrolled growth or accumulation of noxious wWeeds (Idaho Code section 22-2407), grasses or vegetationweeds over eight inches (8") in height (other than trees, bushes, and cultivated plants, flowers, and agricultural products), waste matter, nNuisance tTrees or bBushes, whether dead or living or the accumulation or overgrowth of brush, or vVegetative lLitter on said property. In addition, it is a violation of this chapter for the owner or occupant of real property to allow the same uncontrolled growth or accumulation on a Planting Strip abutting said property unless it is determined by the city official charged with enforcing this chapter that the Planting Strip is so attenuated from the property as to make it inequitable to require the owner or occupant to maintain it in accordance with this chapterwith the exception of an actively operated compost pile not generating nuisance odors.~~

The owner of real property is ultimately responsible for ~~compliance with the requirementsviolations~~ of this chapter.

B. ~~It is a violation of this chapter for the owner or occupant of real property to allow A~~any tree, bush, or other plant material, waste matter, or any dead or dying tree or bush located on private property in the city; ~~which to~~overhangs or intrudes over or upon any public street, alley, avenue, roadway, sidewalk, traffic intersection visibility triangle (see section 12.36.425, visibility triangle, of this code), or traffic sign to such an extent that it interferes with the safety of the traveling public or ~~is constitutes~~ a hazard or hindrance to public safety or use of public property~~is declared to be a violation of this chapter.~~

C. Pursuant to ~~authority vested by~~Idaho Code section 50-317 or its successor, and article XII, section 2 of the Idaho ~~e~~Constitution, ~~anythe~~ owner ~~and occupant of real property, lessee, occupant, and the~~ agent or representative of any such owner, ~~lessee~~ or occupant having control of ~~any parcel of land the property,~~ shall be responsible for immediately remedying any conditions that violate ~~the requirements of~~ this chapter. Upon notice to the owner ~~or occupant,~~ the city ~~is empowered to may~~ abate such violation by causing the cutting and removal of trees, weeds, and/or grasses, ~~and~~ the removal of waste matter ~~upon and from private property or the public right of way,~~ and to assess the cost thereof against the ~~private owner or occupant of the real property and Planting Strip so cleared, and against the property abutting the property, sidewalks and alleys so cleaned, pursuant to Idaho Code section 50-317 or its successor.~~ Notwithstanding the provisions of this chapter, nothing addressed hereby shall preclude the city from acting upon

conditions that constitute a nuisance pursuant to provisions of Idaho Code and pursuing abatement as provided thereby.

**SECTION 3.** *That section 8.08.030 of the Coeur d'Alene Municipal Code be amended as follows:*

The ~~mayor or city~~ Chief of Police or his designee ~~council of the city of Coeur d'Alene or its authorized agent~~ may determine by inspection whether ~~such accumulation or growth or pile of weeds or brush or waste matter~~ the condition of any real property within the city constitutes a violation of this chapter. It shall be unlawful for any person to interfere with any ~~authorized staff member or agent making an~~ inspection permitted under this section.

**SECTION 4.** *That section 8.08.040 of the Coeur d'Alene Municipal Code be amended as follows:*

Whenever ~~any person employed or otherwise engaged by the~~ Chief of Police or his designee ~~city of Coeur d'Alene for code enforcement purposes,~~ finds that a violation does exist pursuant to any provision of this chapter, ~~he may initiate~~ enforcement shall be initiated by giving notice, ~~by certified and first class mail addressed to the last known address of to~~ the owner or occupant of record ~~or by personally serving the notice upon the owner of record, and if there is more than one owner of record, by such mail or personal service to any one of such owners. In the event the owner of the property is unknown, or his whereabouts are unknown, notice shall be given by a combination of first class mail and certified mail based upon the records of the county assessor. Such notice shall specify the violation(s) to be abated, and the manner and time limits by within which the owner or occupant of the property is required to achieve compliance~~ abate the violation(s).

**SECTION 5.** *That section 8.08.050 of the Coeur d'Alene Municipal Code be amended as follows:*

It shall be the duty of the owner ~~/agent~~ or occupant of private real property to cut, trim or remove such accumulations or growth within five (5) days after the receipt of notice ~~from the city, unless the city grants~~ an extension is granted. One or more extensions may be granted; upon a showing of good cause ~~reasonable grounds.~~

**SECTION 6.** *That section 8.08.060 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Upon the failure, neglect, or refusal of any owner or occupant to abate such violation within the time specified in the notice, such owner or occupant may be issued a civil citation. The civil citation shall carry a penalty in the amount established by resolution of the city council for civil penalties and shall be payable within ten (10) days of receipt of the civil citation. Each day that a violation of this chapter continues may result in a separate civil citation. For good cause shown, the city administrator, or his designee, may waive all or a portion of any civil penalty assessed pursuant to this chapter shall be deemed guilty of a misdemeanor as provided in

~~section 1.28.010 of this code. Every day such violation continues after the date specified in the notice shall constitute a separate and distinct offense.~~

B. In the event a person fails or refuses to pay the civil penalty assessed pursuant to this chapter, the city may take such action as may be necessary for enforcement of that civil penalty. Enforcement actions may include, but are not limited to, initiation of collection procedures via a debt collection service, filing a civil lawsuit for collection of the unpaid penalty(ies), and/or, subject to subsection C of this section, filing a misdemeanor complaint. The city shall be entitled to all fees, costs, and attorney fees incurred in the collection of such civil penalty(ies) and, upon entry of a judgment, the city may proceed with enforcement of the judgment as provided by law.

C. If a person has been issued two (2) civil citations for violation of this chapter, both of which remain unpaid, subsequent violations shall constitute a misdemeanor, subject to a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment in the county jail for not more than six (6) months, or both. A misdemeanor citation may only be issued if there are at least two (2) unpaid civil citations for violation of this chapter outstanding.

**SECTION 7.** *That section 8.08.070 of the Coeur d'Alene Municipal Code be amended as follows:*

~~Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner/agent or occupant of such lot, place or area the real property concerned/affected may appeal by filing a written notice of appeal to the city council of the city of Coeur d'Alene. Such appeal shall be in writing and shall be filed with the city clerk. The city administrator or his designee shall review the appeal and shall issue a written determination within fifteen (15) days of the filing of the notice of appeal. A civil citation may be upheld in whole or in part, or it may be overturned. If the civil citation is upheld, the owner or occupant shall be required to pay the civil penalty by the due date set forth in the written denial of appeal. Enforcement may proceed as set out in § 8.08.060(B). If the civil citation is overturned, it shall be deemed void. At the regular meeting or regular adjourned meeting of the city council, not less than ten (10) days nor more than twenty six (26) days thereafter, the city council shall proceed to hear and pass upon such appeal, and the decision of the city council thereupon shall be final and conclusive.~~

**SECTION 8.** *That section 8.08.090 of the Coeur d'Alene Municipal Code be amended as follows:*

~~In addition to the procedures set forth in § 8.08.060, in any case where the owner or occupant a person required under this chapter does not fails to~~ abate ~~thea~~ violation, the city, through its own personnel, contractor, and/or agents, may enter upon the premises ~~to and~~ cut, trim, or remove ~~w~~Weeds, brush piles, ~~v~~Vegetative ~~l~~itter, waste matter, or ~~n~~Nuisance ~~t~~Tree or ~~b~~Bush ~~growth~~, to abate such violation. The total cost of the abatement shall be billed to the owner of the property for payment. In the event payment is not made within sixty (60) days, or if the owner ~~or whereabouts of the owner are not known cannot be found~~, the cost of abatement ~~bill~~ may be certified by the city clerk and forwarded to the county treasurer for inclusion in the county property tax assessment pursuant to Idaho Code ~~section~~ § 50-1008. Pursuit of abatement by the city shall not preclude prosecution of violations of this chapter.

**SECTION 9.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 10.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 11.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on March 21, 2017.*

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of March, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Chapter 8.08 of the City Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 8.08 OF THE CITY CODE RELATING TO WEED ABATEMENT; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

---

Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Chapter 8.08 of the City Code relating to Weed Abatement, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21<sup>st</sup> day of March, 2017.

---

Randall R. Adams, Chief Deputy City Attorney

CITY COUNCIL  
STAFF REPORT

DATE: March 21, 2017

FROM: Lee White, Chief of Police

SUBJECT: Use of Impact Fees for new Police Building

---

**Decision Point:** The Police Department requests authorization to spend \$90,000 from the PD impact fee account for completion of the new police building.

**History:** The building project approved through the General Obligation Bond is nearly complete. However, bond funds were not planned to be used for built-in cabinets or IT equipment. Impact fees are requested to furnish the building with built-in desks and cabinets, work tables, IT cabling and conduit, snow stops and gutters, a 50 amp breaker for the command vehicle, electronic building access control (to be consistent with design of headquarters building and new City Hall access control), and pavement/ parking lot work.

**Financial Analysis:** Previously collected impact fees are available and were part of the plan to fully outfit the building for use. Additionally, it was not appropriate to use GO Bond funds for these expenses. There will be no impact to the general fund for these purchases.

**Performance Analysis:** This building will house PD IT, code enforcement, animal control, a few volunteers, and a supervisor. Vehicle-related IT and communications work will be performed in the work bays and the command vehicle will be stored in this building. At the conclusion of the purchase and installation of the above-mentioned equipment, the building will be complete.

**Decision Point:** The Police Department requests approval to spend \$90,000 in PD impact fees for the new police building.

CITY COUNCIL  
STAFF REPORT

DATE: March 7, 2017

FROM: Lee White, Chief of Police

SUBJECT: Declaration of Policy to Award Duty Weapon, Badge, and Handcuffs Upon Retirement

---

**DECISION POINT:** The Police Department respectfully requests that Council declare it a policy of the City to award their used duty weapon, badge, and handcuffs to those police officers who retire under the regular or medical PERSI provisions, upon the recommendation of the Chief for meritorious service.

**HISTORY:** Police officers often remain in the jurisdiction in which they formerly worked and periodically encounter criminal activity after retiring. In the past, the Police Officer's Association has purchased the used weapon for those retiring officers; however, this practice can be inconsistently applied.

Currently, there are two Idaho code sections allowing a retiring law enforcement officer to receive their duty handgun, badge and handcuffs.

The first section, IC 67-2901(11), allows for an officer with the Idaho State Police, as long as criteria has been met, to be awarded his badge, duty weapon and handcuffs. The second section, IC 31-830, allows for a retiring Sheriff or deputy county sheriff, as long as they have met the provisions of the public employee's retirement system, be awarded their duty weapon and badge. Neither of these code sections applies to city law enforcement officers.

**FINANCIAL ANALYSIS:** The current value of these items at time of trade-in is \$300.

**PERFORMANCE ANALYSIS:** This policy allows a retiring officer to be awarded the tools of his career after serving honorably and meeting the provisions of the public employee's retirement system. The attached document contains language recommended by our legal department after a thorough review of applicable, similar statutes and is recommended by the police department as the adopted language for this purpose.

**RECOMMENDATION:** The Police Department recommends that Council establish a policy to award their used duty weapon, badge, and handcuffs to those police officers who retire under the regular or medical PERSI provisions, upon recommendation of the Chief for meritorious service.



RESOLUTION NO. 17-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A POLICY FOR THE AWARD OF DUTY WEAPON, BADGE, AND HANDCUFFS UPON POLICE OFFICER RETIREMENT.

WHEREAS, the need for a Police Department policy regarding the award of duty weapon, badge, and handcuffs to those police officers who retire under the regular or medical PERSI provisions, and upon the recommendation of the Police Chief for meritorious service, has been deemed appropriate and necessary by the City Council; and

WHEREAS, the Police Chief has proposed a policy regarding this issue, and the same was discussed at the General Services Committee meeting on March 13, 2017; and

WHEREAS, the policy is consistent with State statutes applicable to the Idaho State Patrol and County Sheriffs; and

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

NOW, THEREFORE,

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

DATED this 21<sup>st</sup> day of March, 2017

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

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

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

# DRAFT

AWARD TO CITY POLICE OFFICER, REGARDLESS OF RANK, HIS/HER BADGE, HANDGUN, AND HANDCUFFS UPON RETIREMENT.

Upon recommendation of the Coeur d'Alene Police Chief and with the consent of the city council, based on meritorious service and a finding that he/she should be so honored, a city employee holding police officer member status under the public employee retirement system of Idaho pursuant to section 59-1303(3)(c)(ii), Idaho Code, may, upon his/her retirement, be awarded his/her police badge, handgun, and handcuffs, along with the identification card issued by the Coeur d'Alene Police Department. The identification card shall have "RETIRED" printed on it, shall have no fixed expiration date, and shall be signed by the Police Chief. The award shall be available to any police officer regardless of rank, as defined above, who leaves his employment with the Coeur d'Alene Police Department to retire under the provisions of the public employee retirement system of Idaho whether under disability retirement or otherwise.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** March 13, 2017  
**FROM:** Katie Kosanke, Urban Forestry Coordinator  
**SUBJECT:** Urban Forestry Ordinance Draft Changes

---

**DECISION POINT:**

Should the City Council approve the urban forestry ordinance changes?

**HISTORY:**

At the April 2016 Urban Forestry committee meeting, staff discussed various changes that needed to be made to the urban forestry ordinance. The ordinance was first established in 1985 and has had only minor changes since then. The Urban Forestry committee made recommendations for additional areas needing improvement and/or clarification. The draft ordinance changes are attached.

The areas for proposed changes include:

- Various definitions and wording changes for clarification.
- Take out topping out as allowable with an approved permit. This practice is against industry standards and has not been allowed in the past. Reduction pruning replaces topping which is an acceptable practice in some cases when height reduction is allowed.
- Clarify fee in lieu of replacement tree; allows exceptions for replacement trees when planting a replacement tree is not practical.
- Add additional provisions for tree service licensing to ensure quality control of tree services working on public trees.
- Allow others to plant trees in the right-of-way; not just tree services. Not all of the city-licensed tree services plant trees and this has not been enforced as many landscape contractors plant trees through site development following city guidelines.
- Increase the minimum size of a tree planted from 1.25" to 1.5" caliper for a required street tree for better survivability street side.
- Add permits required for root pruning of public trees.
- Amend tree spacing requirements to be consistent throughout the ordinance.
- Include new technology for root containment including engineered soil and cell planters.
- Deviations from the approved street tree list requests go to the Urban Forestry Committee, rather than all the way to City Council. These are requests for planting trees other than what is on the city's approved street tree list.
- Require stump grinding for less stumps street side, also allows more room for new trees.
- Outline penalties for ordinance violations consistent with the appraised value of the damage.

**FINANCIAL ANALYSIS:**


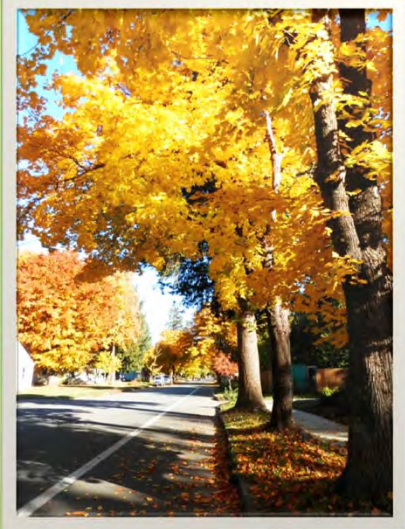
Some staff time will be needed to issue permits for root pruning; this will reduce the potential for damage to tree roots which can lead to tree decline or increased hazards to public safety. Increasing the size of required street trees from 1.25" caliper to 1.5" caliper does increase the cost of trees from \$15-\$35 per tree depending upon supplier and/or species.

**PERFORMANCE ANALYSIS:**

The updates to the ordinance provide clarification and updates consistent to tree care industry standards.

**DECISION POINT/RECOMMENDATION:**

Should the City Council approve the urban forestry ordinance changes?



## Urban Forestry

Proposed Ordinance Changes 2017

## Ordinance Changes

- Various wording changes
- Replace topping
- Clarify fee in lieu
- Tree service licensing provisions
- Allow landscapers to plant
- Size of required tree
- Root pruning permits
- Tree spacing requirements
- Root containment
- Planting deviations
- Stump grinding
- Penalties

## Various Definitions / wording changes

- For clarification
- New definitions included
  - Grand Scale Tree
  - Significant Tree
  - Urban Forest

## Replace topping with reduction pruning

- Topping is mentioned can be requested (has ever been allowed)
- Not consistent with industry standards



## Clarify fee in lieu

- Exceptions for  
*(vacant properties, absentee property owners, etc.)*
- No room



## Additional provisions for tree service licensing

- Assure quality control
- Cannot be a code violator elsewhere
- Experience / references





## Allow others to plant right-of-way trees

- Currently only city-licensed tree services allowed
- Landscapers frequently plant following city guidelines



## Increase size of required street tree

- 1.25" to 1.5" caliper
- Slight cost difference (\$15-\$35/tree)
- Holds up better street side
- Will reduce tree replacements





## Permit for root pruning

- Just as important as regular pruning
- Sometimes needed when sidewalks are replaced
- Prevent excessive damage to tree roots
- Public safety concerns

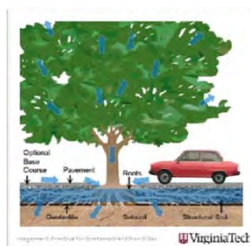


## Amend Spacing Requirements

- Consistent through all ordinance Chapters (UF & Landscaping) 25', 35', & 45'
- Includes distance from hardscape as well, slightly increased

## Include new technology for root containment

- Root control planter
- Engineered soil
- Cell planters



## Stump grinding

- For approved removals – stumps grinded
- Previously “cut flush” which is difficult to do – has resulted in stumps street side
- Grinding will allow more room for new trees



## Outline penalties for violations

- Penalties consistent with the value of the damage / tree
- Guide for Plant Appraisals



## Deviations from Street tree list

- Requests to Urban Forestry Committee, not City Council

## Decision Point

Should the City Council approve adoption of the Urban Forestry Ordinance Changes?



ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 17-1009

AN ORDINANCE PROVIDING AMENDMENTS TO CHAPTER 12.36 ENTITLED URBAN FORESTRY BY AMENDING SECTIONS 12.36.010, 12.36.015, 12.36.020, 12.36.105(D), 12.36.115, 12.36.120, 12.36.125, 12.36.200, 12.36.205, 12.36.210, 12.36.235, 12.36.300, 12.36.305, 12.36.400, 12.36.405, 12.36.410, 12.36.430, 12.36.455, 12.36.505, AND 12.36.610, AMENDING ZONING DEFINITIONS 17.02.060, AND 17.07.920(B)(1)(f); AND PROVIDING FOR THE REPEAL OF SECTION 12.36.445 ENTITLED ROOT BARRIERS REQUIRED, OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That section 12.36.010 of the Coeur d'Alene Municipal Code be amended as follows:*

Trees and shrubs provide a variety of benefits to people and to the environment. By providing shade and reducing ~~glare-heat~~ from pavement, sidewalks and buildings, trees and shrubs aid in ~~reducing~~ energy ~~savingscosts~~. A city's trees help to maintain windbreak protection, abate soil erosion, muffle noise, ~~reduce pollution and mitigate stormwater.~~ and, if they ~~Trees that~~ are in good condition, can increase property values.

The purpose of this chapter is to preserve, protect, maintain, and enlarge the urban forest of Coeur d'Alene and to thereby enhance the natural beauty of the city.

**SECTION 2.** *That section 12.36.015 of the Coeur d'Alene Municipal Code be amended to add definitions as follows:*

GRAND SCALE TREE: A tree measuring a minimum of twenty (20) inches in diameter when measured at four and one-half (4-½) feet above existing grade, or a tree measuring a minimum of forty-five (45) feet in height above existing grade regardless of diameter located within twenty (20) feet of a public street.

ROOT PRUNING: Removal of any tree roots to achieve a specific objective.

SIGNNIFICANT TREE: A tree measuring a minimum of six (6) inches in diameter when measured at four and one-half (4-½) feet above existing grade.

URBAN FOREST: The population of trees and shrubs growing within the City of Coeur d'Alene over which the City has jurisdiction.

**SECTION 3.** *That certain definitions contained in section 12.36.015 of the Coeur d'Alene Municipal Code be amended as follows:*

CONTROLLER: The owner of the private real property that abuts a right-of-way ~~upon which a public tree or shrub is located.~~

DISEASED TREE: A living tree, or part thereof, which has ~~become blighted, defaced or has acquired a disease~~ sustained and progressive impairment of its structure or function. Diseases are caused by a variety of factors or agents which are divided into two general groups: non-living (abiotic) and living (biotic).

PRUNING: The removal of branches using approved practices to achieve a specific objective.

TOPPING: ~~The severe cutting back of limbs within a tree's crown to such a degree that only stubs remain, or the removal of the top part (trunk and limbs) of a conifer tree, thereby removing the normal canopy.~~ Inappropriate pruning technique to reduce tree size. Cutting back a tree to a predetermined crown limit, often at internodes.

TREE SERVICE LICENSEE: A person who regularly or principally engages in pruning, ~~topping~~, removing, spraying or planting trees or shrubs for a fee.

**SECTION 4:** *That section 12.36.105(D) of the Coeur d'Alene Municipal Code be amended as follows:*

D. ~~Trimming or p~~Pruning ~~of~~ public trees and shrubs located on the right of way adjacent to the private real property owned by the controller. Branches of mature trees that overhang sidewalks must be ~~trimmed~~pruned to provide seven feet (7') of clearance and branches that overhang the street must be ~~trimmed~~pruned to provide fourteen feet (14') of clearance;

**SECTION 5.** *That section 12.36.115 of the Coeur d'Alene Municipal Code be amended as follows:*

Whenever a public tree or shrub is removed, a replacement tree or shrub shall be required unless no suitable adjacent planting spot exists.

**SECTION 6:** *That section 12.36.120 of the Coeur d'Alene Municipal Code be amended as follows:*

Selection of required replacement trees shall be based on the following guidelines:

- A. Trees shall be of a species appropriate to existing conditions at the planting site;
- B. Special consideration shall be given to the planting of tree species native to the Coeur d'Alene area;



C. A variety of species shall be recommended so that no single species shall exceed ten percent (10%), no more than twenty percent (20%) of any one genus, and no more than thirty percent (30%) from any one taxonomical family of the total tree population in the city; and

D. No tree having a diameter less than one and one-half inches (1-1/2") at a distance of ~~one and one-half feet (1<sup>1</sup>/<sub>2</sub>)~~ six inches (6") above ground level shall be planted on street right of way.

**SECTION 7.** *That section 12.36.125 of the Coeur d'Alene Municipal Code be amended as follows:*

~~When a public tree is removed and no suitable adjacent planting spot exists, a fee in lieu of planting shall be required. The fee shall be set by resolution of the city council and monies collected thereby shall be placed in a tree replacement fund to be used for maintenance and acquisition of public trees and shrubs.~~

When a public tree is removed after approval by the urban forestry committee, a fee in lieu of planting shall be required if the tree is not replaced. The urban forestry coordinator shall determine if the tree must be replaced or if a fee in lieu of planting may be paid. The fee shall be set by resolution of the city council and monies collected thereby shall be placed in a tree replacement fund to be used for maintenance and acquisition of public trees and shrubs.

**SECTION 8.** *That section 12.36.200 of the Coeur d'Alene Municipal Code be amended as follows:*

It is unlawful for any person to prune, root prune, plant, top crown reduce, or remove a public tree or shrub without a license and/or the permits required by this chapter.

**SECTION 9.** *That section 12.36.205 of the Coeur d'Alene Municipal Code be amended as follows:*

Licenses are required whenever a person performs services allowed under this chapter for a fee. A licensee is required to obtain permits as required under subsection 12.36.300B of this chapter for root pruning, removal, ~~topping,~~ or crown reduction of public trees or shrubs.

**SECTION 10.** *That section 12.36.210 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Application for a tree service license shall be submitted to the urban forestry coordinator on a form supplied by the city and shall be accompanied by proof of insurance as required in section 12.36.225 of this chapter, Certificate of Worker's Compensation, Idaho State Contractor Registration, and a Certificate of ISA Certified Arborist.

B. The urban forestry coordinator shall approve or deny the license based upon the following criteria:

1. The applicant has not been convicted of a violation under this chapter within the preceding year and has not violated similar codes in other municipalities more than once in the previous twenty four (24) months.

2. ~~After the date of October 1, 1998, t~~The applicant has at least one employee that is designated a “certified arborist” by the International Society of Arboriculture. This employee will supervise the tree crews which work on public trees.

3. The experience of the applicant as shown by a list of tree work completed in the previous twenty four (24) months.

4. References with contact information provided by the applicant, which shall total no fewer than three (3).

C. If the application is denied, the procedures ~~shall be followed as set forth in subof~~ subsection 12.36.245(B) of this chapter shall be followed.

D. The urban forestry coordinator shall forward the approved tree service license application to the city clerk who shall issue the license to the applicant upon payment of the license fee ~~and presentation of~~ proof of insurance as set forth in section 12.36.225 of this chapter, Certificate of Worker’s Compensation, Idaho State Contractor Registration, and a Certificate of ISA Certified Arborist has been provided.

**SECTION 11.** *That section 12.36.235 of the Coeur d'Alene Municipal Code be amended as follows:*

All licensees shall be responsible for the work performed under the provisions of this chapter. All licensees shall:

A. Provide minimum safety measures and equipment to protect workers and the public as prescribed by this chapter, all other ordinances adopted by the city of Coeur d'Alene, and by all laws of the state of Idaho;

B. Present his license when requested by any authorized party;

C. Obtain permits required for tree or shrub removal, root pruning, or crown reduction~~-or topping~~;

D. Complete all work authorized on any permit or by any license issued under the authority of any ordinance of the city of Coeur d'Alene;

E. Pay all fees assessed under authority of this or any other ordinance of the city of Coeur d'Alene;

F. Comply with all applicable ordinances of the city of Coeur d'Alene.



**SECTION 12.** *That section 12.36.300 of the Coeur d'Alene Municipal Code be amended as follows:*

A. It shall be unlawful for any person not a licensee to remove, prune, root prune, or crown reduce ~~or plant~~ a public tree without a valid pruning ~~or planting~~ permit.

B. It shall be unlawful for any person, including a licensee, to remove, ~~top,~~ or do perform a crown reduction on any public tree or shrub without a valid permit.

C. For any person or licensee, an encroachment permit pursuant to section 12.44.020 of this title is required whenever such work will impair the free and full use of any sidewalk, street or alley as determined by the city engineer or his/her designee.

**SECTION 13.** *That section 12.36.305 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Application for a pruning, planting, topping, crown reduction or removal permit shall be made on a form supplied by the coordinator, and shall be submitted to the coordinator for approval or denial based on the following criteria:

1. The size or species of the tree or shrub is appropriate for the location;
2. The condition of the tree or shrub is poor or creates a public hazard;
3. The tree or shrub creates a sight obstruction as defined in section 12.36.425 of this chapter;
4. The condition of the street, curb, or sidewalk adjacent to the tree or shrub;
5. The tree or shrub interferes with utilities;
6. Special circumstances as recommended by the urban forestry committee;
7. If an encroachment permit is required, such permit has been obtained from the city of Coeur d'Alene ~~planning department~~;
8. A permit to top or deperform a crown reduction on any public tree or shrub shall not be approved unless the urban forestry committee has recommended such action because:
  - a. The tree or shrub is severely damaged by storms or other causes; or
  - b. The tree or shrub is located under primary utility lines or other obstruction; or
  - c. The tree or shrub creates a hazard; or

d. In cases where other pruning practices are impractical;

9. A permit to remove any public tree or shrub which is not in conflict with a sidewalk repair and installation shall not be granted unless the urban forestry committee has recommended such action based on one of the criteria listed in subsections A(1) through A(8) of this section and the nonlicensee applicant has signed an agreement approved by the city attorney which holds the city harmless for the actions of the applicant. In the case where a public tree constitutes a hazard or conflicts with a sidewalk repair and installation, the urban forestry coordinator or his official designee shall be able to issue a permit for tree removal.

B. If the permit is denied, the procedures ~~shall be followed as set forth in subof~~ subsection 12.36.245(B) of this chapter shall be followed.

**SECTION 14.** *That section 12.36.400 of the Coeur d'Alene Municipal Code be amended as follows:*

A list of the official public tree species for the city of Coeur d'Alene shall be established by resolution of the city council. No species other than those included in the list may be planted as a public tree without prior approval of the ~~city council~~ urban forestry committee, which approval will be based upon a recommendation from the urban forestry committee.

**SECTION 15:** *That section 12.36.405 of the Coeur d'Alene Municipal Code be amended as follows:*

A. The spacing of public trees located in the street right of way area shall be in accordance with the three (3) species size classes as established by resolution of the city council. ~~No t~~ Trees shall be planted at the following spacing, except trees planted in special plantings designated or approved by the urban forestry committee ~~shall be planted closer together than the following:~~

1. Small trees: Twenty five feet (250');
2. Medium trees: Thirty five feet (350');
3. Large trees: Forty five feet (450').

B. Street (public) trees required by subsection 17.06.835D of this code shall be placed on the abutting public right of way along the entire street frontage of the development ~~no farther apart than at~~ the following spacing, except as otherwise prohibited by this chapter:

1. Small trees: ~~Thirty~~ Twenty-five feet (2530');
2. Medium trees: ~~Forty~~ Thirty-five feet (435');
3. Large trees: ~~Sixty~~ Forty-five feet (4560').

**SECTION 16.** *That section 12.36.410 of the Coeur d'Alene Municipal Code be amended as follows:*

A. The distance trees may be planted from curbs and sidewalks shall be in accordance with the three (3) species size classes established by resolution of the city council, and no trees other than the exceptions listed in subsections B and C of this section may be planted closer to any curb or sidewalk than the following:

1. Small trees: One foot six inches (1-1/2');
2. Medium trees: Two feet six inches (2-1/2');
3. Large trees: ~~Three~~Four feet (4').

B. Street (public) trees may be planted in sidewalk right of way locations in areas of commercial zoning or use subject to the provisions outlined in sections 12.36.450 and 12.36.455 of this chapter.

C. The curb and sidewalk spacing requirements may be reduced by the coordinator when the controller agrees to install root control barriers, engineered soil, or planter cells between the proposed tree planting location and the adjacent curb and sidewalks.

**SECTION 17.** *That section 12.36.430 of the Coeur d'Alene Municipal Code be amended as follows:*

When any public tree is removed, the stumps ~~and roots~~ shall be ground to a minimum of eight inches (8") below grade and fill soil added as necessary~~cut back to a point flush with the ground level surrounding the stump.~~

**SECTION 18.** *That section 12.36.445 of the Coeur d'Alene Municipal Code be repealed.*

**SECTION 19.** *That section 12.36.455 of the Coeur d'Alene Municipal Code be amended as follows:*

All trees planted in public right of way in commercial zoning districts shall meet the following specifications:

A. Trees must be planted below-at grade level in accordance with the city planting standards which are based on the ANSI A300 standard~~developed by the National Arborist Association;~~

B. A minimum distance of six feet (6') of clear sidewalk must be provided as measured from the front edge of the building to the proposed tree trunk location;

C. ~~Noncolumnar-t~~Trees selected for planting shall be of sufficient height to allow for seven feet (7') of clearance measured from grade level of the sidewalk to the lowest branch;

D. All trees selected for planting in commercial districts must be approved by the urban forestry committee. The urban forestry committee shall base its approval or denial on the following criteria:

1. That trees shall be of a species appropriate to existing conditions at the planting site;
2. That the species selected does not comprise more than ten percent (10%) of the species mix in Coeur d'Alene;
3. That the species selected for planting in a commercial zoning district does not comprise more than fifty percent (50%) of the existing species mix in these districts;
4. That the tree material is healthy in accordance with current ANSI A300 standard;

E. A root control planter, engineered soil, or a cell planter shall be required when the proposed tree location contains less than one hundred (100) square feet of pervious surface material surrounding the tree;

F. In all proposed public tree locations surrounded by less than one hundred (100) square feet of pervious surface material, the controller shall be required to provide an adequate irrigation system;

G. Public tree planting specifications for rights of way in commercial zoning districts shall be as specified in the city of Coeur d'Alene's construction standards manual.

**SECTION 20.** *That section 12.36.505 of the Coeur d'Alene Municipal Code be amended as follows:*

All trees dead, defaced, broken, dangerous or diseased, or that part of a tree which constitutes a hazard, or that part of the roots of any tree or shrub which interferes with or causes the surface of the street, curb or sidewalk in public right of way to be upheaved or otherwise disturbed, or any tree or shrub that has an infestation of pests, ~~insects, or the eggs or larvae~~ which may spread or the continued existence thereof constitute a serious hazard, or any tree or shrub or part thereof, whether public or private which so overhang a public right of way or are growing thereon in such a manner as to obstruct or impair the free and full use of the right of way, or which constitute a sight hazard as defined in section 12.36.425 of this chapter are declared to be a public nuisance.

**SECTION 21.** *That section 12.36.610 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable as provided in section 1.28.010 of this eCode.

B. In addition to the penalty prescribed by section 1.28.010 of this Code, any person violating section 12.36.100 or 12.36.300(B) of this Chapter shall be liable for the value of the

tree or shrub involved. For purposes of this section, the value of a tree or shrub shall be determined in accordance with the latest revision of the Guide for Plant Appraisals, published by the International Society of Arboriculture.

**SECTION 22.** *That section 17.02.060 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Garage, Private: "Private garage" means a detached accessory building or a portion of a main building, including carports, on the same lot as a facility or other lot as may be permitted by this title, for the housing of vehicles of the occupants of the facility.

B. Garage, Public: "Public garage" means a building available for use by the public for the storage of motor vehicles, with or without fee and not directly related to a residential land use.

C. "Grade" means the gradient, the rate of incline or decline expressed as a percent. For example, a rise of twenty five feet (25') in a horizontal distance of one hundred feet (100') would be expressed as a grade of twenty five percent (25%). See also definition of Slope.

D. "Grand Scale Tree" means a tree measuring a minimum of twenty (20) inches in diameter when measured at four and one-half (4½) feet above existing grade, or a tree measuring a minimum of forty-five (45) feet in height above existing grade regardless of diameter located within twenty (20) feet of a public street.

~~D~~E. "Gross acre" means an acre of land which is unsubdivided or includes land which may become a public right of way.

**SECTION 23.** *That section 17.07.920(B)(1)(f) of the Coeur d'Alene Municipal Code be amended as follows:*

Tree Preservation: Preservation of ~~gGrand sScale tTree(s): Preserving deciduous and evergreen trees measuring at least twenty inches (20") in diameter, when measured at 4.5 feet above the ground, and/or forty five feet (45') in height~~ may qualify for a FAR bonus. Tree health and compatibility with the proposed development shall be reviewed by ~~the eCity's urban forestry coordinator~~. The number of trees preserved in order to satisfy this criteria is left to the discretionary review process within the Planning Department. A Tree Protection Plan, in accordance with section 12.36.460, Coeur d'Alene Municipal Code, shall be presented to the urban forestry coordinator for approval prior to the commencement of construction activities.

**SECTION 24.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 25.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or

circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 26.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on March 21, 2017.*

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of March, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Certain Sections of Chapter 12.36 of the City Code,  
Repealing Section 12.36.445 of the City Code, and  
Amending Certain Sections of Chapters 17.02 and 17.07 of the City Code

AN ORDINANCE PROVIDING AMENDMENTS TO CHAPTER 12.36 ENTITLED URBAN FORESTRY BY AMENDING SECTIONS 12.36.010, 12.36.015, 12.36.020, 12.36.105(D), 12.36.115, 12.36.120, 12.36.125, 12.36.200, 12.36.205, 12.36.210, 12.36.235, 12.36.300, 12.36.305, 12.36.400, 12.36.405, 12.36.410, 12.36.430, 12.36.455, 12.36.505, AND 12.36.610, AMENDING ZONING DEFINITIONS 17.02.060, AND 17.07.920(B)(1)(f); AND PROVIDING FOR THE REPEAL OF SECTION 12.36.445 ENTITLED ROOT BARRIERS REQUIRED, OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE THEREOF.

---

Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Certain Sections of Chapter 12.36 of the City Code relating to Urban Forestry, Repealing Section 12.36.445 of the City Code, and Amending Certain Sections of Chapters 17.02 and 17.07 of the City Code and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21<sup>st</sup> day of March, 2017.

---

Randall R. Adams, Chief Deputy City Attorney



## **CITY COUNCIL STAFF REPORT**

**DATE:** March 21, 2017  
**FROM:** Katie Kosanke, Urban Forestry Coordinator  
**SUBJECT:** Tree Preservation Standards

---

### **DECISION POINT:**

Does the City Council want to adopt the proposed tree protection standards for public trees and Grand Scale Trees?

### **HISTORY:**

Currently there are no standards in place to protect trees and tree roots from impact through site development. This has resulted in dieback of tree branches and/or tree decline and removals which can pose safety risks. The City's Commercial Design standards for C-17 and C-17L zoning include a section regarding preserving private property trees called "Grand Scale Trees". These are large diameter trees on private property within 20' of a public street that a developer can choose to retain. The intent of this program is to encourage the retention of existing, larger, mature trees on private property (not street trees that are required to be retained unless approved for removal by the Urban Forestry Committee). The developer can receive bonuses for preserving grand scale trees in order to support the natural beauty of Coeur d'Alene. Recently, there were locations where Grand Scale Trees were intended to be preserved, however no measures were put in place to ensure survivability through the development process. The impact of the construction (root cutting, soil compaction, and trunk damage) resulted in tree decline and the trees had to be removed, while the developer had received bonuses for preserving them.

### **FINANCIAL ANALYSIS:**

With new requirements, developers will need to provide a tree protection plan when preserving grand scale trees. The tree protection will consist of fencing, signs, and mulch supplied by the developer to be in place throughout the duration of the project. City staff time will be needed for pre-site inspections, review of plans, monitoring the site during construction, and increased coordination with the developer. If the tree protection measures are not followed, or the tree fails due to construction impacts within the tree protection zone, the appraised value of the tree will be charged to the developer. The appraised value of the tree will be determined at the beginning of the project following the Council of Trees & Landscape Appraisers Guide for Plant Appraisal. In addition to the appraised value, the developer will also have to plant a 2.5" caliper sized tree.

### **PERFORMANCE ANALYSIS:**

The intent of having increased requirements for public and Grand Scale Trees is to ensure trees are not significantly impacted during development. The benefits of the protection standards will result in healthier trees that live longer, minimize potential safety risks, and reduce costly pruning or removals. The new standards are simple to follow to encourage developers to retain Grand Scale Trees which are located on private property. By taking these additional protection measures, there will be increased survivability of trees and more accountability of developers that retain them for bonuses. Trees on private property should be encouraged to be retained since they provide many environmental benefits throughout our city and contribute to the city's urban overall canopy cover.

### **DECISION POINT/RECOMMENDATION:**

Does the City Council want to adopt the proposed tree protection standards for public trees and Grand Scale Trees?



## Tree Protection Standards For Grand Scale Trees & Public Trees

Coeur d'Alene Urban Forestry

### Tree Protection Standards

#### Grand Scale Trees

- ▶ Private Trees
- ▶ Developers retain for bonuses
- ▶ No requirements

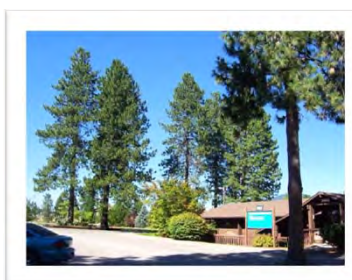
#### Public Trees

- ▶ Within the right-of-way
- ▶ Park Trees
- ▶ No requirements



## Intent of promoting tree retention

- ▶ Social Benefits
- ▶ Environmental Benefits
- ▶ Economic Benefits
- ▶ Why start over if you don't have to?



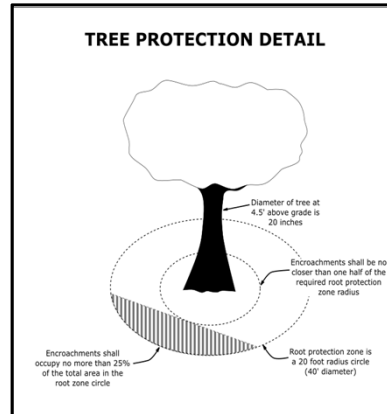
## Proposed Requirements

- ▶ Simple Requirements
- ▶ Site Inspections
- ▶ Tree Protection Standards



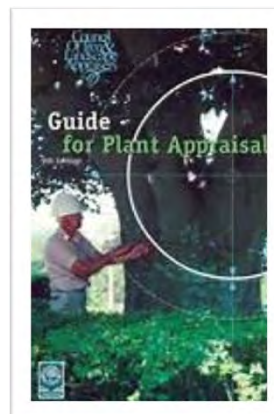
## Protection Standards

- ▶ Distance from trees
- ▶ Encroachment
- ▶ Protection Fencing
- ▶ Signage
- ▶ Mulch
- ▶ Watering
- ▶ No dumping



## Violations / Penalties

- ▶ Tree valuation
- ▶ Replacement tree



## Decision Point / Recommendation

- ▶ Should the City Council approve adoption of the Tree Protection Standards?



## Future Considerations

- ▶ Promote retention on private property for single family
- ▶ Sidewalk standards review
- ▶ Integrate trees as green infrastructure, new technologies for stormwater mitigation



ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 17-1010

AN ORDINANCE PROVIDING FOR THE ENACTMENT OF A NEW SECTION 12.36.460 ENTITLED “TREE PROTECTION PLAN” OF THE COEUR D’ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That a new section, 12.36.460, be added to the Coeur d’Alene Municipal Code as follows:*

**12.36.460: TREE PROTECTION PLAN:**

A. Purpose: The purpose of a tree protection plan is to ensure that measures are taken during construction activities to reduce the potential for damage to trees by equipment or otherwise, including root loss, grade changes, trenching, compaction over the root zone, and any other adverse impact that could lead to tree decline, failure, and/or a hazard to public safety.

**B. Definitions:**

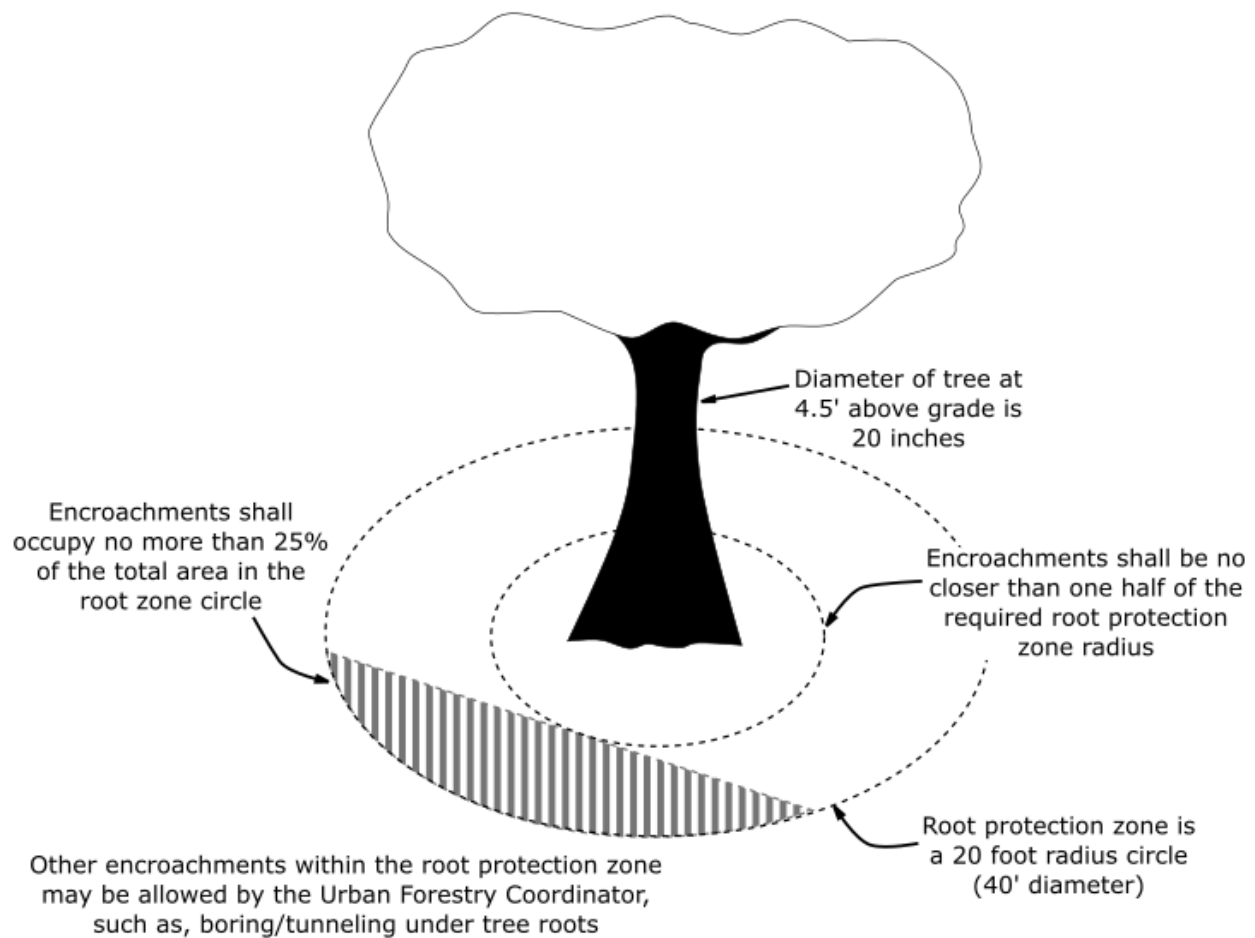
1. DBH: Diameter at breast height, deemed to be four and one-half (4-½) feet above existing grade.

2. Grand Scale Tree: A tree measuring a minimum of twenty (20) inches in diameter when measured at four and one-half (4-1/2) feet above existing grade, or a tree measuring a minimum of forty-five (45) feet in height above existing grade regardless of diameter located within twenty (20) feet of a public street.

3. Protective Fencing: A high visibility four (4) foot high mesh plastic construction fencing with posts spaced at intervals no farther than six (6) feet apart.

4. Tree Protection Zone: That area around a tree prescribed by a circle centered on the tree with a radius equal to one (1) foot for every one (1) inch of tree diameter (DBH), as shown in the diagram below.

# TREE PROTECTION DETAIL



---

5. Urban Forestry Coordinator: The employee or officer of the city appointed by the city administrator pursuant to section 2.86.020, Coeur d'Alene Municipal Code.

C. A tree protection plan, prepared by a developer or contractor, shall be required for:

1. All projects where a FAR bonus is sought for the preservation of one or more Grand Scale Trees on private property; or

2. Construction activities within the Tree Protection Zone of any public tree.

D. Procedures.

1. At the earliest possible time in the planning/design process, but in no event after the commencement of work in a Tree Protection Zone, the developer or contractor shall provide the following to the Coordinator:

- a. The address of the project;
- b. The location, DBH, and general condition of the Grand Scale Tree or Trees to be retained and any public trees within which Tree Protection Zones construction activities may occur;
- c. The location of development footprints, including buildings, utilities, irrigation, and streets, indicating how they relate to Tree Protection Zones with distances noted;
- d. Any possible encroachment, such as grade changes, trenching, or construction activities in or near any Tree Protection Zone;
- e. The identification of any proposed cuts to roots inside a Tree Protection Zone; and
- f. A proposed tree protection plan.

2. On-site Meetings and Inspections.

- a. Within seven (7) days of providing the information required in subsection D(1) of this Ordinance, the developer and contractor shall meet with the Coordinator on site to inspect trees to discuss the potential of retention and their current condition.
- b. After a tree protection plan has been submitted to the Coordinator, the developer and contractor shall meet with the Coordinator to verify distances in the plan and to discuss any needed revisions to the plan.
- c. The Coordinator may, from time-to-time during the project, conduct random inspections for the purpose of ensuring that preservation measures are being followed. The developer and/or contractor shall assure access to the site upon receipt of the notice.
- d. Upon completion of the project, at the time a Certificate of Occupancy is requested, the Coordinator shall make a final inspection of the trees potentially affected by the construction and may make a report to the Urban Forestry Committee with recommendations to address any potential issue with the trees affected.



E. Contents of Tree Protection Plan.

1. The developer or contractor's tree protection plan shall contain the following provisions:

a. An acknowledgement that no equipment, project materials, or other items are to be used or stored in the Tree Protection Zone;

b. If the entire Tree Protection Zone, as defined in this Chapter, is not feasible due to site conditions, the amount of encroachment into the Tree Protection Zone proposed, provided that the Coordinator may only allow encroachment of up to twenty-five percent (25%) of the Tree Protection Zone and no closer to the tree than one-half (½) of the Tree Protection Zone radius. Any work or access within the root protection zone, as shown in the Tree Protection Detail, must be pre-determined and approved. Allowances for access into the root protection zone may be made for tunneling or handwork as approved by the urban forestry coordinator;

c. An acknowledgement that no dumping or washing out shall be allowed in the Tree Protection Zone;

d. Agreement that protective fencing shall be installed around the Tree Protection Zone for the duration of construction activities;

e. A description of the location of where four (4) signs approved by the Urban Forestry Committee, identifying the Tree Protection Zone, shall be placed on the Protective Fencing;

f. A description of the wood chip mulch which shall be placed within the Tree Protection Zone during constructive activities to avoid compaction and to retain water, no less than two (2) inches in depth within the protection zone, and four to six (4-6) inches in depth in any approved encroachment area; and

g. A description of the plan for watering the public trees and Grand Scale Trees from April 1 through October 31, with a minimum of regular watering weekly of at least one (1) inch over the area in order to maintain adequate soil moisture to eighteen (18) inches. The actual amount of water is to be determined based upon soil conditions, tree species, and ANSI A300 standard.

2. The Urban Forestry Coordinator shall review the Tree Protection Plan and may require amendments or deletions to the Plan as may be consistent with good urban forestry practices and standards, and shall issue an approval, denial, or approval with conditions to the Plan. If the proposed Plan is denied or approved with conditions, a revised Tree Protection Plan must be submitted to the Coordinator within seven (7) days. In no event may construction activities be commenced until a Tree Protection Plan is approved.

F. Appeals.

1. Any person aggrieved by a decision of the Coordinator may appeal to the Urban Forestry Committee by filing a written notice of appeal with the City Clerk within ten (10) of the decision from which the appeal is taken. The notice shall state the reason(s) the appellant believes the decision of the Coordinator was contrary to the law or the facts.
2. The City Clerk shall notify the appellant of the time and place of the hearing.
3. For good cause shown, the Urban Forestry Committee may affirm or reverse the decision of the Coordinator, or it may reverse and impose reasonable conditions to assure compliance with this Chapter.

G. Violations; Penalties.

1. Any violation of this section which results in damage to or destruction of a public tree shall be a misdemeanor, punishable as provided in section 1.28.010, Coeur d'Alene Municipal Code.
2. In addition to any criminal penalty, any person violating a provision of this section which results in damage to or destruction of a public tree shall be liable for restitution in the amount of the appraised value of the tree damaged or destroyed. The appraised value of the tree shall be calculated by the Coordinator as of the beginning of the project in accordance with the Council of Trees & Landscape Appraisers Guide for Plant Appraisal. Any restitution shall be paid before a Certificate of Occupancy may be issued.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 4.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on March 21, 2017.*

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of March, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding New Section 12.36.460 to the City Code

AN ORDINANCE PROVIDING FOR THE ENACTMENT OF A NEW SECTION 12.36.460 ENTITLED "TREE PROTECTION PLAN" OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

---

Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Adding New Section 12.36.460 to the City Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21<sup>st</sup> day of March, 2017.

---

Randall R. Adams, Chief Deputy City Attorney

OTHER BUSINESS

## STAFF REPORT

**Date:** March 21, 2017

**From:** Jim Hammond, City Administrator

**RE:** The Fast Lane Grant Authorization to Participate

---

**DECISION POINT:** Authorize the Mayor to sign an agreement with ITD to participate and share in the costs of the Fast Lane Grant and project.

**HISTORY:** When this project was presented to council on February 28, there was some confusion regarding some responsibilities and funding for this project. Staff has since met with ITD engineers and has better clarity of the project.

When the current version of US 95 was constructed through Coeur d'Alene, it was intended to provide through access north and south on a highway allowing speeds of 70 MPH. That goal was never achieved as the city quickly grew around and adjacent to the highway.

Traffic flow on this highway struggles to meet the current speed limits of 35 and 45 MPH. Often the speed is substantially slower than the speed limit. ITD engineers recognize the congestion that occurs on US 95 throughout the year, which is exacerbated in summer season when tourist traffic is at its height.

The Fast Lane Project will restrict east-west access to half-mile increments from Appleway north to Miles Ave. This project will make improvements to the remaining intersections by providing more left and right turn lanes reducing back up and providing more red light storage for those turning left.

The ITD engineers at the Coeur d'Alene District 1 office and in Boise acknowledge that this project is a temporary 10- to 15-year fix and an alternate route such as the proposed Huetter Bypass is the long-term solution.

The two points of concern expressed at the February 28 meeting were:

1. The cost of acquisition of right-of-way and construction of Wilbur Ave. east of US 95. This project is included in the grant. Acquisition and construction costs are within the grant and all work, including ROW acquisition, will be done by ITD.
2. Providing two southbound left turn lanes at Kathleen are also included in the grant. Construction of the lanes eastbound from US 95 to Government Way is not funded by the grant. We have visited with ITD regarding financial assistance on the second lane and they have responded that they feel comfortable ITD will be able to provide half the cost of this additional lane. Preliminary figures put cost for design, right-of-way acquisition and construction at \$550,000 to \$700,000. We believe we can come in on the low end of this project with City participation beyond funding to actual construction. Please be reminded we have until 2018 to fund this project. Even without a contribution from ITD, the City does have funding over this three-year period for both our required

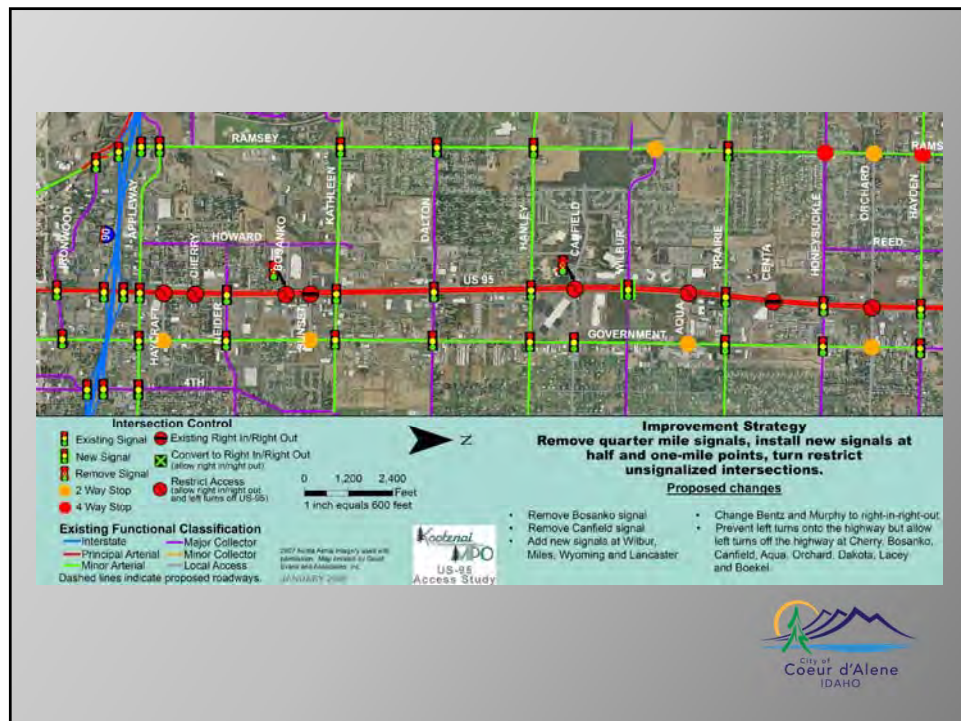
matching funds for the Fast Lane project and our needed additional widening of Kathleen from US 95 to Government Way.

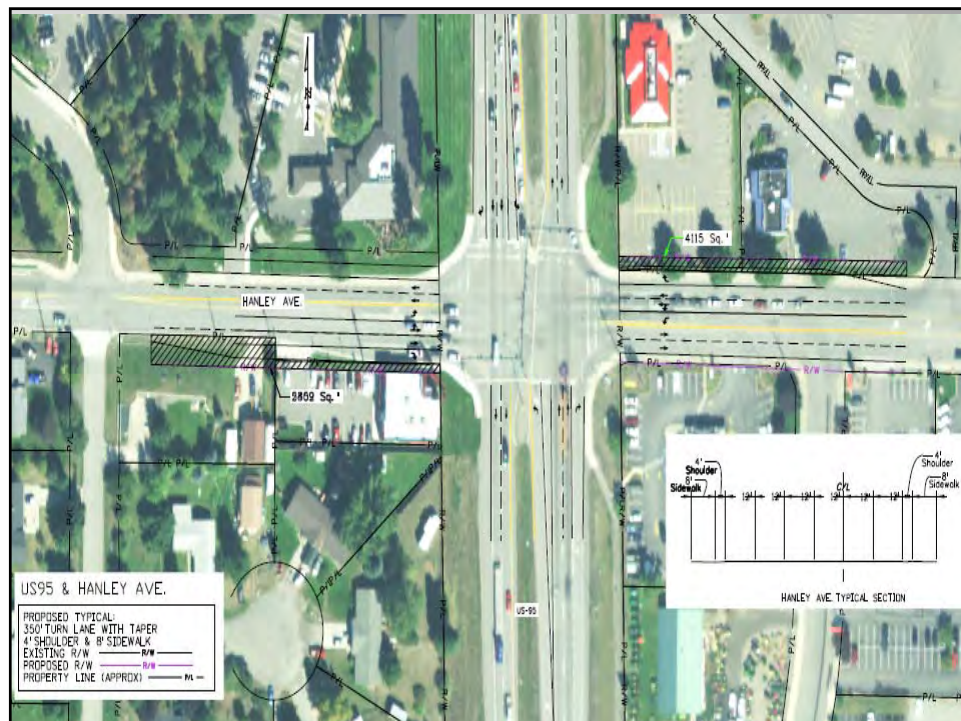
Facilitating an improved traffic flow through Coeur d'Alene benefits our community as well as the traveling public.

**FINANCIAL:** The additional cost to the City could be between \$275,000 and \$350,000. Sufficient funds from Impact Fees are anticipated to be available by 2018 to fund this portion of the project.

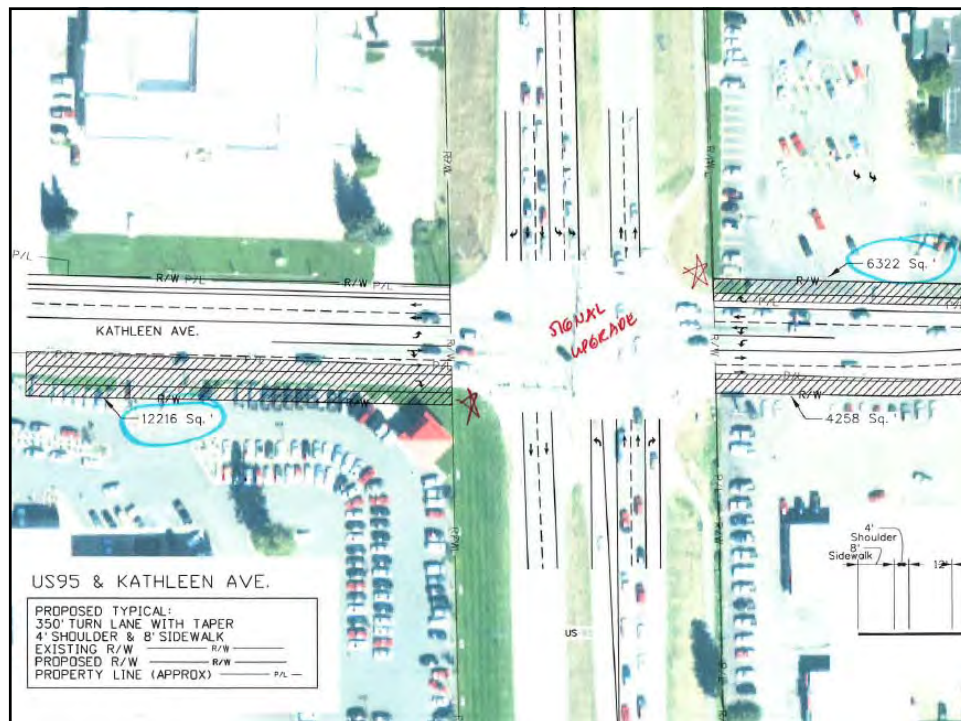
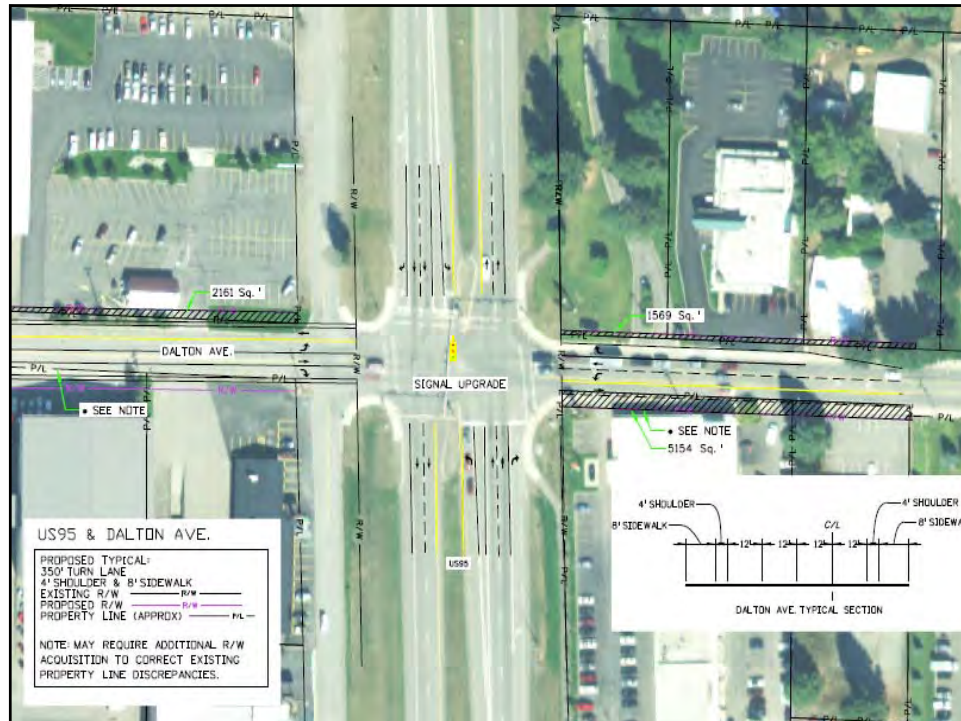
**DECISION POINT/ RECOMMENDATION:** Authorize the Mayor to sign a participation agreement with ITD for the Fast Lane Grant.

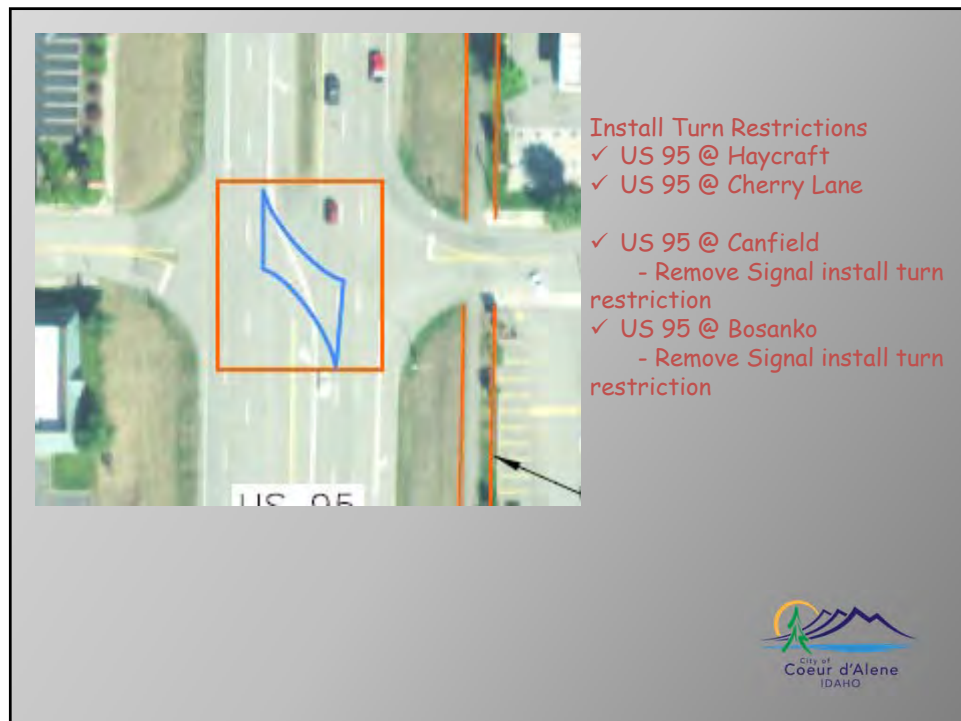
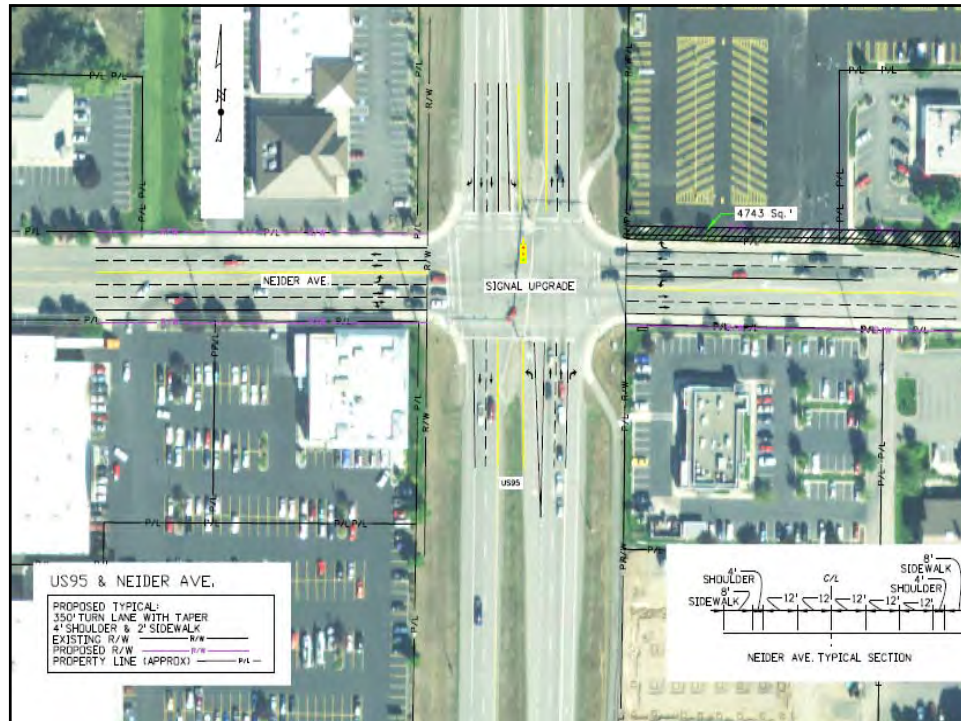












	1990 Population	2000 Population	2010 Population	2015 Population
Kootenai County	70,443	109,541	138,892	150,346
Coeur d Alene	24,689	34,942	44,270	47,500
Idaho	1,012,000	1,299,000	1,571,000	1,654,930

*Figure 4. Population counts over 25 years (1990-2015) Bureau of the Census*



SCHEDULE	
Notice to Proceed	October 2016
Environmental Evaluation	May 2017
Design Approval	May 2017
Right of Way	August 2017
PS&E/Bid-Ready	December 2017
Obligate & Advertise	December 2017
Notice to Proceed - Construction	February 2018
Construction Complete	July 2019

*Figure 11. Anticipated schedule upon receipt of a FASTLANE grant*



Funding Source: Impact Fees  
Budget: \$762,000 Grant Match  
CIP Plan \$330,065 Kathleen Widening (2016)

Impact Fees:  
\$1,200,000 in Quadrant 1  
\$450,000 in Citywide Funds

Anticipated growth \$300,000/ \$400,000 /year

Match can be used for proposed work that Grant supported in the scope of Project

- ROW Purchase (Super 1, Parker)
- City would need to pay Design, additional ROW and construction
- Estimated Engineers design, construction costs. **(\$510,723.00)\*\***

\*\* Based on Gov't Way values and costs





RESOLUTION NO. 17-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A COOPERATIVE AGREEMENT (TRAFFIC SIGNAL) AND A COOPERATIVE AGREEMENT (FINANCIAL OBLIGATION) WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE US 95, N CORRIDOR ACCESS IMPROVEMENTS, PROJECT NO. A019 (883).

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into the above mentioned Cooperative Agreements pursuant to terms and conditions set forth in each agreement, copies of which are attached hereto as Exhibits "A" and "B" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the above mentioned Cooperative Agreements, 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 agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 21<sup>ST</sup> day of March, 2017.

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

ATTEST:

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

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

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

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

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

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

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



**COOPERATIVE AGREEMENT – FINANCIAL OBLIGATION  
PROJECT NO. A019(883)  
US95, N CORRIDOR ACCESS IMPROVEMENTS  
KOOTENAI COUNTY  
KEY NO. 19883**

**PARTIES**

This Agreement is made and entered into this 21<sup>st</sup> day of March, 2017, by and between the Idaho Transportation Department, hereafter called the State, and the City of Coeur d’Alene, hereafter called the City.

**PURPOSE**

The State has received a FASTLANE grant for the US95 North Corridor Improvement project located in Kootenai County between I90 and the US95 intersection with SH53. The work consists of access improvements on US95 as detailed in the FASTLANE project application attached hereto marked Exhibit A. The City has partnered with the State on this project, committing a share of the funds required for the work. This agreement will set out the terms for funding, development and construction of the project.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The Parties agree as follows:

**SECTION I.** That the State will:

1. Provide for the design and construction of the US95 North Corridor Access Improvement project.
2. Provide \$1,700,000 in Federal funds and \$850,000 in State funds for the project.
3. Coordinate with the City on all aspects of the project.

**SECTION II.** That the City will:

1. Cooperate with the State during design and construction of the project.
2. Coordinate the oversight for the engineering design of Wilbur Avenue. Engineering invoices and right-of-way costs shall be submitted to ITD for possible payment with grant funds. The City has agreed to provide its share of the funding for the project (\$672,300), as follows:

- a) On or before June 30, 2017; either pay to the State or submit receipts for the project showing expenses paid or donated totaling the amount of \$330,039;
  - b) On or before June 30, 2018; either pay to the State or submit receipts for the project showing expenses paid or donated totaling the additional amount of \$118,161;
  - c) On or before June 30, 2019; either pay to the State or submit receipts for the project showing expenses paid or donated totaling the remaining amount of \$224,100.
3. Funds owed by the City can be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.

**SECTION III.** General:

1. State Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the project. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above, and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

**EXECUTION**

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the corporate seal of the City of Coeur d'Alene.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF COEUR D'ALENE**

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

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

By regular/special meeting  
on \_\_\_\_\_

hm:19883 Coop - Financial Ob - CDA.docx

## FASTLANE Cover Page

Project Name:	U.S 95 North Corridor Access Improvement Project
<i>Previously Incurred Project Cost</i>	\$6,734,522
<i>Future Eligible Project Cost</i>	\$8,500,000
Total Project Cost	\$9,730,000
NSFHP Request	\$5,100,000
Total Federal Funding (including NSFHP)	\$15,234,522
Are matching funds restricted to a specific project component? If so, which one?	No
Is the project or a portion of the project currently located on National Highway Freight Network?	In the Designation Process as essential Urban connector to NHFN
Is the project or a portion of the project located on the National Highway System	Yes/No (for each question)
<ul style="list-style-type: none"> <li>Does the project add capacity to the Interstate system?</li> </ul>	No
<ul style="list-style-type: none"> <li>Is the project in a national scenic area?</li> </ul>	No
Do the project components include a railway-highway grade crossing or grade separation project?	No
Do the project components include an intermodal or freight rail project, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility?	No
If answered yes to either of the two component questions above, how much of requested NSFHP funds will be spent on each of these project components?	N/A
State(s) in which project is located	Idaho
Small or large project	Small
Also submitting an application to TIGER for this project?	No
Urbanized Area in which project is located, if applicable	Coeur d' Idaho
Population of Urbanized Area	100,110 (2010)
Is the project currently programmed in the: <ul style="list-style-type: none"> <li>TIP</li> <li>STIP</li> <li>MPO Long Range Transportation Plan</li> <li>State Long Range Transportation Plan</li> <li>State Freight Plan</li> </ul>	Elements of Project Elements of Project Yes Not a project specific Plan Current being drafted



## **Application to the FASTLANE Nationally Significant Freight and Highway Projects Grant Program**

**U.S. 95 North Corridor Improvement Project**  
City of Coeur d'Alene, Kootenai County, Idaho



Interstate 90 (47.698844, -116.792100)  
To  
Idaho State Highway 53 (47.698887, -116.791739)  
**8.39 Miles**



**Submitted to:**  
FASTLANE Grant Program Manager  
[FASTLANEGrants@dot.gov](mailto:FASTLANEGrants@dot.gov)

**Submitted by:**  
Idaho Transportation Department  
3311 W. State Street  
Boise, ID 83707



## **Table of Contents**

<b>Project Description .....</b>	<b>4</b>
Figure 1. U.S. 95 North Access Improvement Strategy .....	6
Figure 2. U.S. 95 North Access Improvement Plan.....	7
<b>Project Location .....</b>	<b>7</b>
Figure 3. National Context of U.S. 95 Corridor Project .....	7
<b>Growing Population .....</b>	<b>8</b>
Figure 4. Population counts over 25 years (1990-2015).....	8
<b>Congestion.....</b>	<b>9</b>
Figure 5. Traffic Congestion on U.S. 95 North in Coeur d' Alene, ID .....	9
<b>Existing and Future Infrastructure Condition .....</b>	<b>9</b>
<b>Mobility and Economic Activity .....</b>	<b>9</b>
<b>Project Parties .....</b>	<b>10</b>
<b>Grant Funds, Sources and Uses of Project Funds .....</b>	<b>11</b>
Figure 6. Summary of U.S. 95 North Corridor Project funding sources .....	11
Figure 7. Summarized budget for U.S. 95 North Corridor Project .....	11
<b>Cost-Effectiveness .....</b>	<b>11</b>
<b>Freight .....</b>	<b>12</b>
Figure 8. Heavy Trucks on U.S 95 North of I-90. ....	12
<b>Safety .....</b>	<b>13</b>
Figure 9. Summarized Traffic Crash Data for U.S. 95 North I-90 to SH-53.....	14
<b>State of Good Repair .....</b>	<b>14</b>
<b>Quality of Life and Multimodal considerations .....</b>	<b>15</b>
<b>Benefit-Cost Information.....</b>	<b>15</b>
<b>Figure 10.</b> Summary table of the Benefit Cost Analysis results .....	16
<b>Project Readiness .....</b>	<b>16</b>
<b>Technical Feasibility .....</b>	<b>16</b>
<b>Project Schedule .....</b>	<b>17</b>
<b>Figure 11.</b> Anticipated schedule upon receipt of a FASTLANE grant.....	17
<b>Required Approvals .....</b>	<b>17</b>
<b>Assessment of Project Risks and Mitigation Strategies.....</b>	<b>17</b>
<b>Appendix A. Project Budget - FASTLANE.....</b>	
<b>Appendix B. Letters (TIP/STIP Support).....</b>	
<b>Appendix D. Benefit-Cost Analysis .....</b>	



## Project Description

The Idaho Transportation Department (ITD) and the Kootenai Metropolitan Planning Organization (KMPO), the Metropolitan Planning Organization for Kootenai County, jointly prepared this application and are excited to submit a FASTLANE grant request for the **U.S. 95 North Corridor Improvement Project in Kootenai County, Idaho between Interstate 90 (47.698844, -116.792100) and U.S 95 intersection with Idaho State Highway 53 (47.698887, -116.791739)**

This project is multi-jurisdictional project approved by both the ITD Board and KMPO Board will address existing and long term access and operational challenges to an essential commerce corridor providing freight and goods access in Northern Idaho, from the Port of Lewiston (Inland Seaport), in Lewiston, ID north into portions of western British Columbia and Alberta, Canada. **The total estimated cost for this segment is \$8.5 million, of which \$5.1 million is requested in federal assistance through a FASTLANE grant.** When funded, this project, providing access to a nationally significant freight corridor, will achieve the following:

- **Improve safety, efficiency, and reliability of the movement of freight and people.** Improve the service levels by correcting traffic signal spacing, implementation of adaptive signal timing, close vehicle median crossings at non signalized locations to reduce the 162 crossing conflict points, and provide better connectivity to adjacent local roads and businesses in the corridor. With no improvements on U.S. 95, projected speeds during peak hours are forecast to drop 25% (30/40 mph) by 2035.
- **Generate national and regional economic benefits increasing global economic competitiveness of the US.** I-90 is the northern most National Freight Network Corridor through Idaho, providing east west access from Pacific Northwest Ports to destinations in the Midwest and East Coast. This U.S. 95 project begins at the intersection with I-90 on the south end and provides access to two International Border crossings at Porthill and Eastport (ranked 17<sup>th</sup> in the nation for loaded containers), which provides access to destinations in eastern British Columbia and Alberta Canada.
- **Reduce highway congestion and bottlenecks.** This project is specifically designed to provide operational improvements to eliminate bottlenecks and congestion caused by inefficient traffic signal spacing and access conflict points with adjacent local roads.
- **Enhance the resiliency of critical highway infrastructure and help protect the**

**environment** with reduced traffic delay and travel time savings and the resulting decreased emissions in PM 2.5 is expected to improve conditions for the 5310 people in areas that according to EPA Environmental Index in the range of **EJ Index: PM 2.5 Level in Air (66%)**.

- **Address the impact of population growth on the movement of people and freight.** The 2010 population in the Coeur d Alene Urbanized area is just over 100,000 people. That is expected to growing to 197,000 by 2035. While new arterial corridors located to the west side of the urbanized area are expected to be constructed by 2035. This 8.9 miles of U.S 95 is physically limited to only two lanes per direction and currently experiences nearly 34,500 vehicles on an average weekday; with an average daily speed of 40 mph. Those numbers are expected to reach 49,000 vehicles per day and average 30 mph by 2035 even with proposed improvements.
- **Mitigate the impacts of freight movements on communities** as congestion increases through trips are more likely to utilize parallel arterials located one mile to east and west of U.S. 95. Modeling indicates the proposed improvements will avoid this potential for trip diversion, by providing more efficient and reliable movement for freight and goods through the area. These improvements will then prevent the diversion of trips into and through nearby neighborhoods where between 14% and 18% of the population are in households with income levels lower than \$15,000 per year.

This request is essential to protect the long term movement of freight and goods seeking connection to I-90 and the National Freight Network, as well as the Port of Lewiston. Among the 7 major unfunded projects contained in the Metropolitan Transportation Plan, this is highest priority lower cost project. Within Kootenai County, ITD has invested over \$65 million on U.S. 95 in Kootenai County through Grant Anticipated Revenue Bonds (GARVEE). ITD will provide a match investment of \$850,000 for this project, with an addition \$810,000 in match by local jurisdictions.

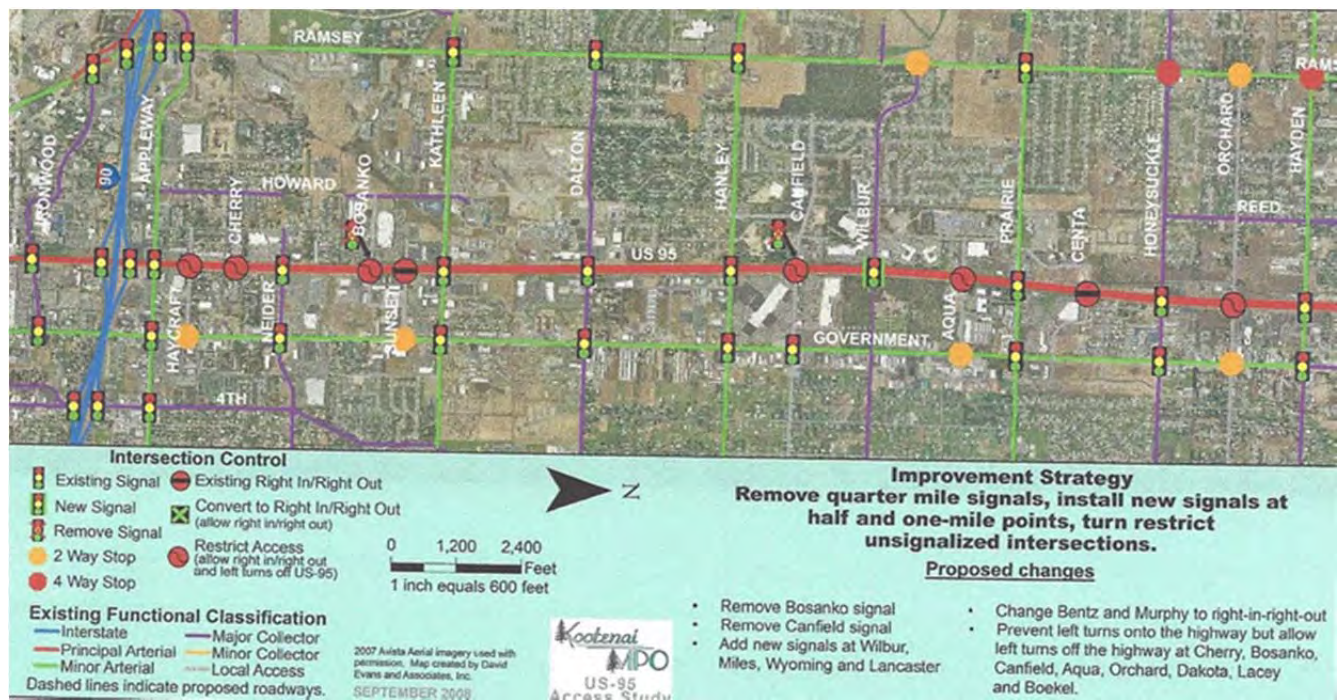
**The 5.1 million requested from FASTLANE is only 8% of the overall amount ITD and local jurisdictions have already invested in the U.S. 95 North Corridor in the last ten years. *ITD had invested \$176,193,359 on U.S. 95 in Kootenai County of the past 10 years.***

**Components of the proposed FASTLANE improvements on U.S. 95 include:**

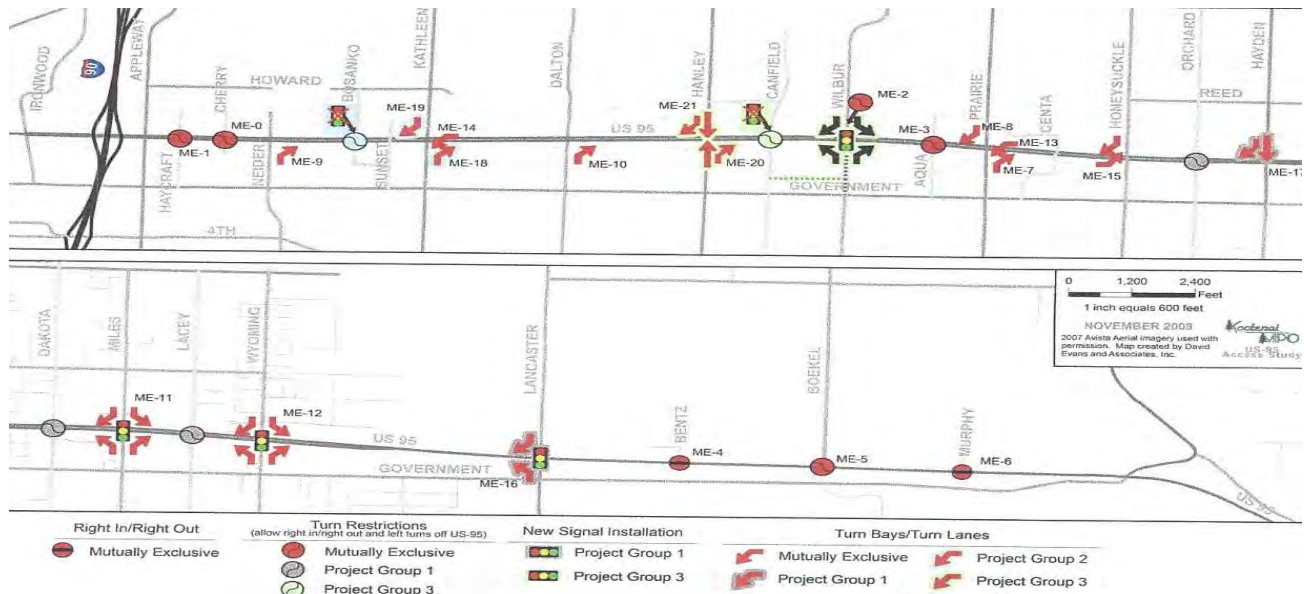
- Realign existing traffic signal spacing to a minimum of 1/2 mile in order to improve traffic signal coordination and the introduction of adaptive signal control.
  1. Remove 2 existing traffic signals on U.S. 95.
  2. Install 2 new traffic signal on U.S. 95 at Wilbur Road and Miles Avenue.
  3. Construct new cross street (Wilbur Road) to meet 1/2 mile spacing requirements and provide access to existing businesses east of U.S. 95 that use a signal identified for removal.
- Close crossing capability to U.S. 95 at 8 locations not meeting the 1/2 mile spacing requirement.



- Introduce various turning movement restrictions at 8 cross street closures to U.S. 95.
- Implement Adaptive Signal Timing at the 16 traffic signals in the corridor using recently acquired signals.
- Implement Idaho Transportation Department video surveillance and remote signal control in the corridor using previously installed fiber optic cable.
- Modify and improve turning movement radius at locations with high truck traffic levels.
- Modify and improve adjacent Pedestrian-Bike Path in the corridor to reduce vehicular conflicts.
- Modify and close gaps between U.S. 95 and local roadways to meet ADA requirements that are required when upgrading the system.
- Associated work on the I-90/U.S. 95 Interchange.



**Figure 1. U.S. 95 North Access Improvement Strategy**

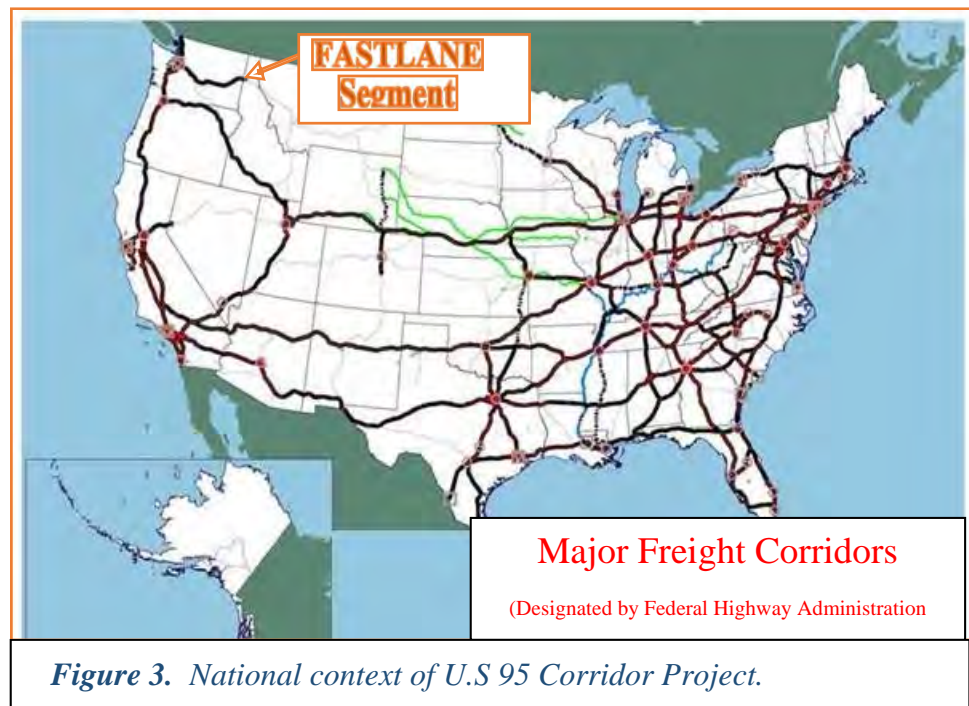


**Figure 2. U.S. 95 North Access Improvement Plan**

### Project Location

The segment of U.S. 95 North for which funds are being requested is located in the City's of Coeur d' Alene and Hayden, Kootenai County, Idaho – within the Coeur d' Alene, Idaho Urbanized Area. Coeur d' Alene is just east of Spokane, WA (Spokane County), which is the major employment center and home to Fairchild Air Force Base, and Gonzaga University with its 17 consecutive season's to the NCAA "Sweet 16".

Spokane and Kootenai Counties together are referred to as the "Inland Northwest," which is the most urbanized area of Eastern Washington and Northern Idaho with a combined population of 574,000 people. However, Like the Treasure Valley in Southwest Idaho, the Inland Northwest and is isolated from



**Figure 3. National context of U.S. 95 Corridor Project.**

other metropolitan areas in the state.

The map in Figure 2 demonstrates the project location in relation to the Nation. U.S 95 is connected to both Major Freight Corridors in the State of Idaho. Improvements to the bottlenecks experienced on I-90 and I-84 throughout the Pacific Northwest will impact regional, national, and International freight movements. US-95 is the only north-south corridor connecting southern Idaho to Idaho's northern-most County. US-95, in fact, provides a north-south corridor between Canada and Mexico, with a northern terminus at the Canadian border crossing at Eastport, extending south of Nampa, running through the southeastern corner of Oregon, Nevada, and Arizona, to its southern terminus in San Luis, Arizona, on the Mexican border

This project primarily consists of operational improvements to an existing state highway within an urbanized area. Improvements on U.S. 95 will not require additional right of way. Construction of Wilbur Road between U.S. 95 and Government Way (1/4 mile), will require an environmental assessment, as it is a new roadway on new alignment. The preliminary engineering for Wilbur Road has been completed as part of the previous project and there are no known environmental issues at this time, and right of way will be required.

#### **Growing Population**

Population in Kootenai County surpassed 100,000 population in 2000 and population by is expected to exceed 275,000 by 2030. Kootenai County's population alone has more than doubled since the 1990 Census. Almost 32% of the county's population resides in the City of Coeur d' Alene. The 2010 Census reported Coeur d' Alene's population at 44,270—nearly 10,000 more people than in 2000.

	1990 Population	2000 Population	2010 Population	2015 Population
<b>Kootenai County</b>	70,443	109,541	138,892	150,346
<b>Coeur d Alene</b>	24,689	34,942	44,270	47,500
<b>Idaho</b>	1,012,000	1,299,000	1,571,000	1,654,930

***Figure 4. Population counts over 25 years (1990-2015) Bureau of the Census***

Expected users of the project are commuters, freight truck drivers, travelers, students, delivery and service workers, and others who pass through this segment of U.S 95 as they travel for their portion of the 12.8 million trips at this location each year. U.S. 95 is the main north-south commuting and freight corridor in Kootenai County, with over 60% of workers living in Kootenai County traveling to employment centers located in the City of Coeur d' Alene and Post Falls, Idaho.



## Congestion



U.S. 95 North –North Bound at Bosanko 7:45 a.m.



U.S. 95 North - South Bound Approaching Hanley 7:48 am

**Figure 5. Traffic Congestion on U.S. 95 North in Coeur d' Alene ID**

**WITHOUT IMPROVEMENTS, BY 2035** – Congestion is predicted to worsen dramatically on U.S. 95, negatively affecting local, inter-state and intra-freight movements, and the regional economy. The change in volumes from today to 2035 is expected to be over 31%, climbing to over 46,000 vehicles per day. The average daily speeds will further decrease to 24 mph; however, during the peak hours, speeds will hovering around 12 miles per hour. **This FASTLANE funding is critical.**

**WITH IMPROVEMENTS, BY 2035-** Most of the change from today's condition is a primarily a factor of population growth. The change in volumes from today to 2035 will still increase; however planned improvements in other parts of the Urbanized area are expected to provide some relief to the U.S. 95 corridor; thereby lessening the rate of increase. Projects such as the Huetter Corridor, will re-route intrastate and interstate north bound traffic toward Canada as an effective alternative to the corridor going through the City of Coeur d' Alene. While the facility will still experiences an increase in volume, the improvements allow U.S. 95 to function as intended, and less traffic will divert onto the local system as we see less congested periods occur. The average speeds throughout the day will be around 25 mph; however, during the peak hours speeds will drop around 15 mph.

### Existing Infrastructure Condition:

The condition of the U.S. 95 in this corridor is currently classified as Good on the Pavement Condition Rating. With the project, the pavement condition in this segment is expected to remain good.

### Mobility and Economic Activity

U.S. 95 is the main commerce corridor connecting communities in North Idaho to the I-90, which is part of the National Freight Network. The current travel time is just under 18 minutes in off peak conditions,

*U.S 95 is the only North-South  
Commerce Corridor that  
traverses the full length of  
Idaho connecting to both I-90  
and Interstate 84*

and 27 minutes during the congested PM peak hour. Without improvements, the forecasted travel time between the same points is expected to increase to over 41 minutes by 2035. With this project's improvements to the corridor, travel times are expected to increase 8 minutes from current conditions.

Keeping U.S. 95 in a state of good repair ensures reliable and safe access for manufacturers, agricultural producers, and hundreds of industries needing to reach national and international markets. Residents and elected officials in Kootenai County have a history of supporting ITD in their efforts to upgrade and maintain U.S. 95 because of its importance to the region and to the City of Coeur d' Alene and City of Hayden.

### **Project Parties**

This project is a local, regional, and state priority. The region has a strong planning framework linking transportation and land use through the long range transportation plan, developed by the Kootenai Metropolitan Planning Organization (KMPO). KMPO serves as the Metropolitan Planning Organization for all of Kootenai County. KMPO membership includes most of the cities and the four highway districts within its boundaries.

Improvements to the U.S. 95 corridor support the regional vision through improved freight and commuting access, and by opening up land for development in already urbanized areas to the north surrounding the Coeur d' Alene airport, just west of U.S. 95.

Developed through an extensive collaborative process approved by ITD, KMPO, City of Coeur d' Alene and the City of Hayden— **the corridor included in this FASTLANE project is ranked the highest for lower cost TSM operational improvements that can extend the operational life of U.S. 95 beyond 25 years.**

The *Coeur d' Alene Transportation Plan*, incorporates existing conditions and operational improvement recommendations for U.S. 95, which includes additional traffic signals and the construction of Wilbur Road between U.S. 95 and Government Way.

The *Hayden Transportation Plan* incorporates existing and operational improvement recommendations to U.S. 95, such as the new signal at Miles Avenue, and worked with ITD in the recent construction of the Wyoming and Lancaster Road traffic signals on U.S.95, which were also contained in the Corridor Improvement Plan.

*U.S 95 Corridor  
Improvement Project is  
the highest priority  
among the lower cost  
TSM related unfunded  
projects in the KMPO  
long- range  
transportation plan for  
Kootenai County.*

Idaho's Long Range Transportation Plan (LRTP), *Idaho on the Move*, adopted in 2010, is a high level planning document establishing long-range goals and objectives for Idaho's transportation system. Specific projects are not identified or programmed as part of this Plan, however goals are identified including seeking partnerships and cooperative initiatives to improve freight mobility and provide intermodal access to jobs and centers of commerce. All of these planning activities, including the vision for and

selection of this project as the highest priority, were the result of rigorous public input at every step of the process. ITD will be responsible for the completion of the project design, right-of-way acquisition, selection of the contractor(s), and oversight of the construction of this project. ITD has extensive experience with both federal grants and highway construction projects.

### **Grant Funds, Sources and Uses of Project Funds**

The future eligible cost for this segment of the larger \$ 12 million U.S. 95 Corridor project is \$8.5 million, of which \$5.1 million in FASTLANE funds is requested. ITD will provide 30% match (\$2.55 million), with an additional \$.85 million match from the City of Coeur d' Alene and City of Hayden.

<b>SOURCE</b>	<b>AMOUNT</b>	<b>PERCENT</b>
FASTLANE Funds	\$5,100,000	60%
Idaho Transportation Department-Federal	\$1,700,000	20.00%
Idaho Transportation Department-State Gas Tax	\$850,000	10.00%
City of Coeur d' Alene	\$672,300	8.00%
City of Hayden	\$177,700	2.0%
<b>TOTAL REMAINING PROJECT COSTS</b>		

*Figure 6. Summary of U.S. 95 Corridor funding sources*

The \$2,550,000 ITD plans to provide for this project includes \$1,700,000 of federal funds and \$850,000 of state funds. These funds are not targeted as match for any other federal funding. Below is a summary of the current budget for the future eligible project costs for this Corridor (Figure 7). Please note that all funding sources will share proportionately in the cost for each – no restrictions apply.

<b>BUDGET</b>		
Design	\$74,715	8.79%
Right of Way	\$1,200,000	7.08%
CE/CC	\$74,715	8.79%
Construction	\$6,403,900	75.34%
<b>TOTAL</b>	<b>\$8,500,000</b>	<b>100%</b>

*Figure 7. Summarized budget for U.S 95 Corridor Project*

### **Cost-Effectiveness**

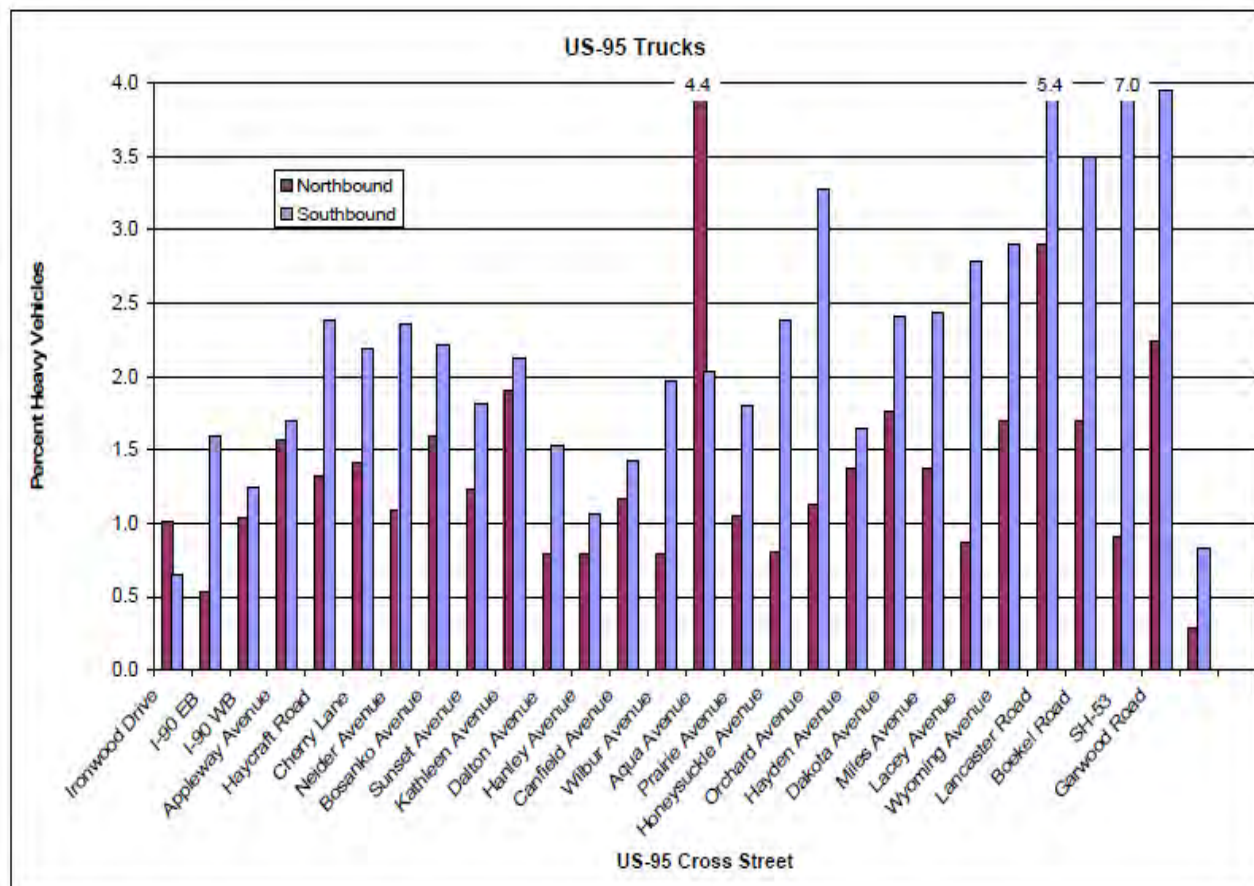
There are 962 businesses are located within one mile on each side of this project, employing over 12,649 current employees. That number is projected to rise to over 29,000 employees by 2035. Current businesses range from small sole-proprietors to those that employ over 300 workers and small industrial, commercial, and retail facilities that are using U.S. 95 for primary access and as a delivery/freight route. Improvements to U.S. 95 and the cross street access at ½ mile spacing, will provide a more reliable and a better business environment in this area due to its dependence on access to the corridor.

These are the final improvements projected for the corridor due to both its physical and operational limitations within an incorporated area. Future expansion of economic growth is expected to take advantage of future planned transportation corridors 4 miles west of U.S. 95. This is expected to redistribute economic growth to land surrounding the Coeur d' Alene Airport and provide a more direct access to Interstate 90 using the Huetter Corridor.

### Freight

The highway network in Idaho consists primarily of two regions of activity -- the high desert belt-shaped region in the south, from Nampa to Idaho Falls and beyond, and the panhandle region in the north. The primary interstate in the north is I-90 which begins at the Port of Seattle on Puget Sound, then traverses east through the two major cities in northern Idaho, and then eastward toward Chicago.

As one of two Major Freight Corridors through Idaho, the efficient movement of freight, particularly along I-90, is key to not only Idaho's economy, but the region and the nation as well:



*Figure 8. Heavy Truck's on U.S 95 North of I-90.*

- Coeur d' Alene Urbanized area is considered a "Four Corners" freight location, where commerce from all directions make changes in direction e.g. I-90 to/from Canada on U.S. 95, or I-90 to/from Port of Lewiston and southerly to Nampa, ID and I-84). According the Inland Pacific Hub study (2010), the area has several elements showing transition to an inland port location.
- U.S 95 provides the only link to in Idaho to two U.S. Border crossings into Canada moving 167,237 loaded containers in 2014, destined for west coast ports and distributions centers across on west coast and in the Midwest.
- 511,000 freight truck trips occur on U.S. 95 north of I-90 every year.
- 71,408 (14%) of freight truck trips on U.S. 95 crossed between the U.S and Canada.
- By 2035 the number of Truck trips are expected to exceed 1 million per year.
- 5,000 of the 60,000 miles of roadways in Idaho (8.3%) are maintained by the state (ITD), including the stretch of U.S. 95 crossing north and south through Idaho.
- This 8.3% of total roadway miles carries 54% of the state's total vehicle miles traveled.
- According to the *Idaho Statewide Freight Study* (2013), 64% of all freight moves by truck in Idaho.

Source: Inland Pacific Hub Study. BTS Border Data, <http://transborder.bts.gov/> 2014

### Safety

Improving the safety of the state's transportation system is ITD's top priority. ITD's mission is: Your safety, Your Mobility, Your Economic Opportunity. This project fulfills all three of those aspects. In an effort to fund the most cost effective safety projects, ITD implemented an innovative data-driven program for safety analysis on roadways throughout the state and began using a new method to identify highest priority locations for safety improvements. The Highway Safety Corridor Analysis (HSCA) Project, prioritizes safety improvement spending on projects where fatalities and injuries will be greatly reduced, helps determine which segments had worse than average, average, and better than average health. This section of U.S 95 between I-90 and SH-53 has been identified as **average** through the HSCA process and is a moderate-priority segment for safety enhancement. This is primarily due to the number of crossing conflicts with mainline traffic moving north and south in the corridor. In 2015, two fatality accidents, not yet in the available data, occurred in the corridor, resulting in the death of two adults and two children. Both resulted in extended lane closures and several hours of delay. As reported in the Coeur d' Alene Press:

*Coeur d Alene man was traveling westbound on Honeysuckle in a 1997 Honda Accord when a male driver hit him broadside on the driver's side door, killing the driver, then spun out and struck a 2014 Kia Sportage. All vehicles came to a stop in the intersection blocking both the north and southbound lanes of U.S. 95. – June 1, 2015*



*Hayden man was driving his 1997 Dodge Caravan southbound on when he encountered a male driver traveling northbound in the southbound lane. They collided south of Athol at milepost 448. The male driver was taken to Kootenai Health. The Hayden man and his two children died at the scene. – September 12, 2015*

In reviewing crash data over the past five years, **there are crashes on an average of once a day.** Due primarily to intersections and their 163 crossing conflict points. Most every crash results in delays and various degrees of re-routing. 192 (41%) of the total 465 “crash events” in this corridor in 2014 (2015 data is not yet available) were injury reported accidents, while 269 involved only property damage. Most all were intersection related. Collisions result in hours of cumulative delay and affect livability, vehicle emissions, and efficient movement of people and goods. This has a disproportionate effect on freight as there are limited parallel roads for re- routing heavy vehicles.

<b>Total Crashes on US 95</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>	<b>5 year Avg</b>
<b>A Injury Accident</b>	15	15	12	6	2	50	10
<b>B Injury Accident</b>	38	64	54	41	73	270	54
<b>C Injury Accident</b>	104	75	122	88	117	506	101
<b>Property Damage Report</b>	157	146	210	181	269	963	193
<b>Non-reportable</b>	0	0	0	0	4	4	1
<b>Total</b>	<b>314</b>	<b>300</b>	<b>398</b>	<b>316</b>	<b>465</b>	<b>1793</b>	<b>359</b>

*Figure 9. Summarized Traffic Crash data for U.S. 95 North I-90 to SH-53, 2010-2014*

These factors, as well as the large geographical size of Idaho and the thousands of miles of roads to maintain, local and state funding can’t possibly keep up with the infrastructure required to accommodate the large population increases being experienced around the State. The congestion that results from increased traffic multiplies the likelihood of crashes, further deteriorating the safety rating of this portion U.S 95 without making access and operational improvements.

Based on 2014 and historical crash data, and the nature of the proposed FASTLANE improvements, merge-related accidents will be significantly reduced.

### State of Good Repair

This FASTLANE grant will leverage funds that mirror the investments undertaken through GARVEE funding by ITD. Improving this corridor will increase safety, reliability and mobility for all users of US 95, and will streamline access to Interstate 90 for trucks. ITD anticipates fuel taxes and revenue from registration fees will continue to be the primary source of funding for maintenance activities. The project is appropriately capitalized, and ITD has instituted a data driven approach to ensuring seal coats, crack sealing and rehabilitation on commercial corridors are appropriately programmed.

Additional traffic signals are expected to result in additional maintenance costs; however, median crossing closures and traffic signals under adaptive signal control are expected to more than offset additional costs by an expected reduction in vehicle accidents.

## Quality of Life

While not a BCA factor, it is generally understood that when cars and trucks are moving in a predictable and reliable manner, drivers are generally happy. When drivers are happy they are less likely to take chances and make unsafe maneuvers. It is also generally understood that employers like to locate on sites that have good access to the regional transportation system, to facilitate the movement of freight and goods, as well as the opportunity to attract employees and public transportation. This access improvement balances the need for access with the need for mobility in the region, which was recognized through the support of the Coeur d' Alene Chamber of Commerce and the business community.

## Multimodal Considerations

Multimodal transportation has been considered in this project. ITD has an existing pathway on U.S. 95 that passes through the cities of Coeur d' Alene and Hayden that support both walking and biking. Rehabilitation of this pathway to meet current ADA standards as well as updated crossing controls and configurations to address the proximity of the path to the highway and the local roadway system will be undertaken.

The transportation planning for the corridor was conducted in coordination with local land use economic development plans of the cities. The proposed transportation improvements will support continued development, rehabilitation, and redevelopment in an area experiencing the turnover of land to higher uses, which in turn will be encouraging walking/biking, and save energy.

## Benefit-Cost Information

**Figure 10** (next page) illustrates outcomes from the Benefit-Cost Analysis. The BCA includes operational improvements on 8.39 miles of U.S. 95, 12 traffic signals, 1 mile of new connecting road to address the ½ mile spacing, adaptive signal timing, and elimination of non-signalized median crossings. Given the relatively low cost (.905 million per mile) this project is able to accomplish all the goals of the access management plan through a 20 year horizon.

*The overall Benefit Cost Ratio (BCA) for this project is .97 (3% discount rate) or .62 (7% discount rate).* The benefit-cost analysis was completed by the ITD Economics Branch using TREDIS. The net benefits estimated below are the result of adding only the U.S 95 corridor improvements in this request and not the result of other completed or future improvements of the U.S. 95 corridor.

<b>Benefit</b>	<b>3% discount rate (\$M)</b>	<b>7% discount rate (\$M)</b>
Vehicle Operating Costs	5.9	2.5
Business Time and Reliability Costs	38.8	21.5
Value of Personal Time and Reliability*	43.8	24.2
Safety**	13.1	8.7
Logistics/Freight Costs	10.7	5.9
Productivity from Access/Connectivity	0.0	0.0
Environmental Factors	0.8	0.4
<b><i>TOTAL BENEFIT</i></b>	<b><i>113.1</i></b>	<b><i>63.2</i></b>
<b>Costs</b>	<b>3% discount rate (\$M)</b>	<b>7% discount rate (\$M)</b>
Capital Investment Costs	8.13	7.68
Operation and Maintenance Costs	-0.44	-0.19
<b><i>TOTAL COST</i></b>	<b><i>7.69</i></b>	<b><i>7.49</i></b>
	<b>3% discount rate (\$M)</b>	<b>7% discount rate (\$M)</b>
<b>Benefit/Cost Ratio</b>	<b>14.71</b>	<b>8.44</b>

*Figure 10. Summary table of the Benefit Cost Analysis results*

### Project Readiness

Upon receipt of a FASTLANE Grant, some elements of this project (U.S. 95 signal relocations and installations) could be accelerated and advertised for construction in 2017 and 2018; the remaining project elements (Wilbur Road segment) can be advertised for bid as early as December 2017 with construction possible to begin in March 2018 and be completed by July 2019. Figure 20 shows a summarized project schedule for the proposed improvements. A more detailed schedule is provided in Appendix B. While an environmental evaluation and right of way acquisition will be required, ITD has had previous experience completing those processes quickly for other recent U.S. 95 improvements. Most of the ROW is already in ITD ownership; however, there may be the need for small/sliver takes at some intersections; no businesses/residences will be displaced, and the property for Wilbur Road is undeveloped. Construction is expected to begin on schedule with no anticipated delays.

### Technical Feasibility

This project is both practical and technically feasible due to the straightforward nature of installing operational enhancements, employing state of practice design, materials, and construction techniques. With a nearly all of the project located within existing State right of way, and a clear scope of the proposed project, the presented schedule is easily attainable. There are no anticipated special or unique features that would risk completing design or present any unusual challenges during construction. The level of detail provided in the Project Schedule attached describes every step to be included in the Statement of Work.

### Project Schedule

SCHEDULE	
Notice to Proceed	October 2016
Environmental Evaluation	May 2017
Design Approval	May 2017
Right of Way	August 2017
PS&E/Bid-Ready	December 2017
Obligate & Advertise	December 2017
Notice to Proceed - Construction	February 2018
Construction Complete	July 2019

*Figure 11. Anticipated schedule upon receipt of a FASTLANE grant*

### Required Approvals

**Environmental Permits and Reviews:** All environmental permits and reviews are listed in detail in the FASTLANE schedule attached. ITD has reviewed the project and believes given the scope of work, the environmental assessment will find the proposed action will probably not create significant environmental impacts, either individually or cumulatively. An evaluation will be initiated immediately upon receiving notice of selection of a FASTLANE Grant, and is expected to be completed within seven months.

Right of way will be required to construct Wilbur Road east of U.S. 95. The property is undeveloped and would not alter, but rather enhance future land use designations in a way that is consistent with regional planning, as well as comprehensive plans and zoning already in place with the City of Coeur d' Alene.

**State and Local Planning:** Letters of commitment verifying these improvements will be added to the TIP (from KMPO) and the STIP (from ITD) following award of FASTLANE funds are attached. Improvements to this corridor are supported by the Freight Advisory Committee for the state, and will be included in the State Freight Plan which is currently being drafted.

ITD partnered with KMPO and its member agencies, which include cities, counties, and road districts, to address the needs on U.S. 95. Improvements to this corridor support local land use plans and economic development goals. It also aligns with the KMPO Regional Pedestrian Bikeway System Plan, City of Coeur d' Alene's Bicycle and Pedestrian Master Plan, and supported by the Centennial Trail Foundation.

### Assessment of Project Risks and Mitigation Strategies

The following potential risks and mitigation techniques for this project have been analyzed to allow the project to stay on schedule and produce the highest quality delivery.

**Floodplains:** There are no floodplains in the project area

**Utility Agreements:** Upon receipt of a FASTLANE grant, coordination with utility companies will begin immediately. Utilities that are within the U.S 95 right-of-way or along properties that would be acquired for the project be ordered to move if they are there by permit or the relocation costs will be a project expense if the utility has property rights. The ability to avoid utilities or identify potential impacts to utilities will be evaluated during preliminary design, and the dedicated utility coordinator will manage the coordination and relocations.

**Right of Way Acquisition:** Right-of-Way (ROW) is needed from up to 7 parcels, mostly very small sliver acquisitions. One acquisition will be approximately five acres of undeveloped land. Mitigation would include using advanced ROW acquisition, as only one alignment is being considered and no environmental impacts are anticipated that would prevent using an advanced acquisition strategy. ITD also utilizes an incentive program to encourage early settlement on right of way offers, which would also be used on this project. Because ROW acquisition is traditionally risky, ITD begins acquisition as early as possible to prevent any delay to the critical path. To help mitigate that risk, advanced acquisition strategies will be applied, as only the existing alignment is being improved and no adverse environmental impacts are expected.

**Environmental Assessment:** Five months is anticipated for the environmental evaluation, however no substantial issues are expected. The environmental evaluation process will be included in the overall scope of work to complete this project. While the environmental evaluation is on the critical path, diligent project management and close coordination with resource agencies and FHWA will allow the project to advance as expected. A similar model was implemented by ITD in the GARVEE Program, with great success.

**Appendix A. Detailed Project Element Costs - FASTLANE**

**Appendix B. Letters ( TIP/STIP, Support)**

**Appendix C. Benefit-Cost Analysis**



## PROJECT COST ESTIMATES

IMPROVEMENT GROUPING		LOCATION	IMPROVEMENT DESCRIPTION	ESTIMATED SUB-PART COST	ESTIMATED TOTAL COST	ACCESS	MOBILITY	SAFETY	AMS Rating
ME	ME-0	US-95 at Cherry Lane	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-1	US-95 at Haycraft	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-2	US-95 at Wilbur	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-3	US-95 at Aqua	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-4	US-95 at Bentz	Restrict to Right-in/Right-out <sup>1</sup>	\$10,000	\$10,000	○	●	●	●
	ME-5	US-95 at Boekel	Install Turn Restrictions	\$40,000	\$40,000	○	●	●	●
	ME-6	US-95 at Murphy	Restrict to Right-in/Right-out <sup>2</sup>	\$10,000	\$10,000	○	●	●	●
	ME-7	US-95 at Prairie	Add EB Right Turn Lane	\$470,000	\$708,000	●	●	○	●
	ME-8	US-95 at Prairie	Add WB Right Turn Lane	\$238,000		●	●	○	●
	ME-9	US-95 at Neider	Add WB Right Turn Lane	\$263,000	\$263,000	●	●	○	●
	ME-10	US-95 at Dalton	Add WB Right Turn Lane	\$100,000	\$100,000	●	●	○	●
	ME-11	US-95 at Miles	Install Traffic Signal (Z-Structure)	\$325,000	\$815,000	●	●	●	●
		US-95 at Miles	Add two lanes to EB approach for exclusive left and right turn lanes.	\$225,000		●	●	○	●
		US-95 at Miles	Add two lanes to WB approach for exclusive left and right turn lanes.	\$265,000		●	●	○	●
	ME-12	US-95 at Wyoming	Install Traffic Signal (Z-structure)	\$325,000	\$805,000	●	●	●	●
		US-95 at Wyoming	Add two lanes to EB approach for exclusive left and right turn lanes.	\$215,000		●	●	○	●
		US-95 at Wyoming	Add two lanes to WB approach for exclusive left and right turn lanes.	\$265,000		●	●	○	●
	ME-13	US-95 at Prairie	Add 2nd SB Left Turn Lane	\$55,000	\$55,000	●	●	○	●
	ME-14	US-95 at Kathleen	Add 2nd SB Left Turn Lane	\$55,000	\$55,000	●	●	○	●
	ME-15	US-95 at Honeysuckle	EB Right Turn Lane Addition Add 2nd NB Left Turn Lane	\$500,000	\$500,000	●	●	○	●
PG-1		US-95 at Orchard	Install Turn Restrictions	\$40,000	\$1,332,000	○	●	●	●
		US-95 at Dakota	Install Turn Restrictions	\$40,000		○	●	●	●
		US-95 at Lacey	Install Turn Restrictions	\$40,000		○	●	●	●
	ME-16	US-95 at Lancaster	Add EB Right Turn Lane Lengthen Existing Left Turn Lane	\$185,000		●	●	○	●
		US-95 at Lancaster	Add WB Left Turn Lane Lengthen Existing Right Turn Lane	\$185,000		●	●	○	●
		US-95 at Lancaster	Install Traffic Signal (Z-structure)	\$325,000		●	●	●	●
PG-2		US-95 at Bosanko	Remove Existing Signal. Install Turn Restrictions	\$100,000	\$766,000	○	●	●	●
	ME-18	US-95 at Kathleen	Add WB Right Turn Lane	\$283,000		●	●	○	●
	ME-19	US-95 at Kathleen	Add EB Right Turn Lane	\$383,000		●	●	○	●
PG-3 <sup>3</sup>		US-95 at Canfield	Remove Existing Signal. Install Turn Restrictions	\$100,000	\$1,115,000	○	●	●	●
		US-95 at Wilbur	Widen EB Approach to create left, thru & right turn lanes. Add signal. Extend Wilbur to Gov't Way and connect extended Wilbur south to Canfield.	\$518,000		●	●	●	●
	ME-20	US-95 at Hanley	Convert Existing WB right turn to thru lane Widen for Relocated Right Turn Lane	\$245,000		●	●	○	●
	ME-21	US-95 at Hanley	Add EB Right Turn Lane and 2nd Thru lane	\$252,000		●	●	○	●
PG-4		Corridor	Signal Re-timing	\$35,000	\$35,000	○	●	○	●
Total Improvements					\$6,769,000				

ME: Mutually Exclusive, PG: Project Group

Note: Cost estimates include provisions for R/W acquisition, engineering and contingencies

Source: U.S. 95 North Access Study, [http://www.kmpo.net/US  
%20Access%20Study%20Update.html](http://www.kmpo.net/US%20Access%20Study%20Update.html)





City of Coeur d'Alene  
City of Post Falls  
City of Hayden  
City of Rathdrum  
Coeur d'Alene Tribe  
East Side Highway District  
Idaho Transportation Department  
Kootenai County, Idaho  
Lakes Highway District  
Post Falls Highway District  
Worley Highway District

---

Cooperatively Developing a Transportation System for all of Kootenai County, Idaho

Mr. Damon Allen, P.E.  
District 1 Administrator  
Idaho Department of Transportation  
600 W Prairie Ave.  
Coeur d'Alene, ID 83815

**Subject: U.S. 95 North Corridor Improvement Project – FASTLANE Grant Application**

Dear Mr. Allen,

The Kootenai Metropolitan Planning Organization appreciates the close collaboration in the development and submission of the FASTLANE grant to implement the recommendations of the U.S. 95 North Corridor Improvement Study that was approved by the ITD Board and the Kootenai Metropolitan Planning Organization.

Given the close coordination, the projects inclusion in the adopted Metropolitan Transportation Plan, and with project elements completed, as well as some already contained in the 2016 Regional Transportation Improvement Program (TIP); KMPO will agree to expedite the approval the FASTLANE grant in the event it is awarded to the Idaho Transportation Department.

This series of projects are essential to the long term viability of the U.S 95 corridor providing access and mobility for freight, commerce, economic develop and the citizens of this region. KMPO supports the application and look forward to its award by the USDOT, Federal Highway Administration.

Should you have questions, please feel free to contact this office at (208) 930-4164

Regards,

Glenn F. Miles  
Executive Director  
Kootenai Metropolitan Planning Organization  
250 Northwest Blvd., Suite 209  
Coeur d'Alene, ID 83814

---

**KOOTENAI METROPOLITAN PLANNING ORGANIZATION**  
250 Northwest Blvd, Suite 209    Coeur d'Alene, ID 83814  
1-208-930-4164    website: [www.kmpo.net](http://www.kmpo.net)

**COOPERATIVE AGREEMENT  
(Traffic Signal)  
PROJECT NO. A019(883)  
US95, N. CORRIDOR ACCESS IMPROVEMENTS  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY  
KEY NO. 19883**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, hereafter called the City.

**PURPOSE**

The State has received a FASTLANE grant for the US95 North Corridor Improvement project located in Kootenai County between I90 and the US95 intersection with SH53. The work consists of access improvements on US95 as detailed in the FASTLANE project application attached hereto marked Exhibit A. As part of this grant, a traffic signal will be installed at Wilbur Avenue. The purpose of this Agreement is to set out the responsibilities of the parties in the development, construction and maintenance of the work.

The City, by authority of Title 40, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I.** That the State will:

1. Coordinate all surveying, engineering, and design activities related to this project.
2. Advertise for construction of the project, open bids, prepare a contract estimate of the cost based on the successful low bid, and notify the City.

3. Award a contract for construction of the project based on the successful low bid if it is not over ten (10) percent above the estimate for cost of construction.
4. Provide to the City a copy of the Contract Proposal form, Notice to contractors and approved construction plans.
5. Install the traffic signal at the intersection of US95 and Wilbur Avenue (including concrete pedestrian ramps and sidewalk with curb and gutter).
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
7. In cooperation with the City, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
8. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the State's highways.
9. Through issuance of an Encroachment Permit, allow the City to retain, maintain, connect to and improve all existing locally-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way.
10. Assume ownership of the traffic signal to be installed on the project along with ownership of the controller and cabinet for the traffic signal to be installed and assume all necessary maintenance responsibilities and costs thereof, except as provided in Sections II and III, that will be required to keep the traffic signal, as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

11. Train representatives designated by the City on emergency procedures related to signal shutdown or partial operation due to power failure, accidents, or equipment malfunction.
12. Upon completion of construction and annually thereafter, perform a complete check of the traffic signal equipment and operation; replace all signal lamps on a scheduled basis; and respond promptly to notification from the City that a traffic signal related emergency exists. Response will normally be by the next working day.

**SECTION II.** That the City will:

1. Hereby approve the plans.
2. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the City will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the City's share of the costs will be increased or the nature of the completed work is significantly changed.
3. Cooperate with the State in the selection and designation of suitable detour routing during project construction.
4. Through appropriate ordinance and police power, cooperate with and assist the State in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
5. Upon request to energize, assume all energy costs required to operate the traffic signal and routinely monitor its operation, and perform emergency measures as necessary in accordance with Exhibit "B", including the prompt notification to the State of any equipment malfunction or required maintenance.
6. Maintain, erect or install within the project limits only those traffic control devices, including signs, that are in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

7. Upon completion of the project, assume all operation of street lighting, and the costs thereof, required to maintain the equipment in continuous service during the hours of darkness, and not remove, alter or abandon the lighting equipment without the prior concurrence of the State. The street lighting system shall be defined as consisting of all elements from the breaker out to the street light, including wiring, conduit, junction boxes, fuses, the fixture, the poles, etc. In the event that the "Average Maintained Foot-Candles" of the lighting system drops below seventy (70) percent of the original installed values, the City shall cause the light intensity to be restored to approximately the original values.
8. Comply with all pertinent sections of the State's Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
9. Apply for an Encroachment Permit from the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.
10. Obtain concurrence from the State before vacating or closing any right-of-way connecting to the state highways within the project limits.
11. Obtain concurrence from the State before accepting any new street or alley right-of-way connecting to the state highways within the project limits.

### **SECTION III.**

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds

as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

2. Should any of the traffic signal or street light systems be damaged or destroyed through the wrongful or negligent act of any third party, the City will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement in accordance with the split established in Exhibit "B" if:

(a) Collection cannot be accomplished after reasonable attempt, or

(b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The City and State agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the State is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the City the funds it advanced.

3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the City and the State.

**EXECUTION**

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur d'Alene.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF COEUR D'ALENE**

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

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

By regular/special meeting  
on \_\_\_\_\_

**hm:19883 Coop Signal CDA.docx**



## EXHIBIT "A"

See Exhibit "A" to Fastlane Grant Cooperative Agreement  
[it is the same exhibit]

**EXHIBIT "B"**  
**COOPERATIVE AGREEMENT**  
**WITH**  
**THE CITY OF COEUR D'ALENE**  
**EMERGENCY TRAFFIC SIGNAL PROCEDURES**

I. For the loss of all signal indications:

- A. Check for possible loss of power.
- B. If there is no power outage in the area, switch signal to the flashing mode by manipulating switch inside police panel.
- C. If signal will not flash, install stop signs on cross streets.
- D. Notify the State.

II. For the partially operating signal:

- A. With one or more signal lamps not working, notify the State to replace signal lamps.
- B. That has other malfunctions, switch to flashing mode by manipulating switch inside police panel.
- C. Notify the State.

III. For damage from an accident:

- A. With minor damage to controller cabinet, but no apparent damage to wiring, switch to flashing mode by manipulating switch inside police panel.
- B. With damage to wiring, disconnect power and install stop signs on cross streets.
- C. Notify the State.
- D. Obtain accident information and forward a report to the State within ten days of the accident.

IV. When emergency maintenance is required, notify the Idaho Transportation Department, District One Traffic Signal Electrician Foreman, telephone 208-772-1299 or the District One Traffic Engineer in Coeur d'Alene, telephone number 208-772-1218.

## MEMORANDUM

DATE: March 9, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: AUTHORIZATION FOR THE MAYOR TO ENTER A FIVE-YEAR CONTRACT  
WITH OPENGOV FOR FINANCIAL TRANSPARENCY SOFTWARE

---

**DECISION POINT:** To authorize the mayor to enter a five-year contract with OpenGov for its financial transparency software.

**HISTORY:** Coeur d'Alene's citizens and elected officials deserve access to the City's financials in the most transparent and understandable way possible. Having this information is key to understanding how the City spends the public's money.

As part of our ongoing effort to enhance transparency and accountability to the community, the administration is proposing to utilize company OpenGov's Transparency and Intelligence software. This new digital platform will provide both a public portal to review all of our budgetary information in a highly visual way as well as other functions like the "checkbook," which will literally show citizens how we spend every penny of public funds. The software transforms often complex financial data into an interactive format. Having this portal linked to our website will keep this information at the community's fingertips and provides the opportunity to reduce records requests for the same information.

The administration believes utilization of OpenGov's financial transparency software will build public trust and enhance decision making both by staff and elected officials. The City would utilize two modules from the company – OpenGov Transparency and OpenGov Intelligence. The intelligence portion is basically internal reporting, which will enhance staff's budget management, allow for custom reporting, and keep administrators informed.

This cloud-based software is utilized by more than 1,500 local communities and state and federal agencies throughout the nation, including Lewiston and Meridian.

Staff believes this software can also enhance upcoming strategic budget planning sessions with the City Council, and will allow for more robust review of the City's financials and encourage better, data-driven discussions and decisions.

The platform will directly integrate with our financial management software, Springbrook, and the initial setup and integration with our system will be done by OpenGov. The company will also provide on-site training for staff and future data will be automatically update between Springbrook and OpenGov. We believe this system will allow us to enhance our transparency and decision making while also blunting impact on staff members, who won't have to worry about updates to it. This new transparency tool will also allow us to provide quick information to community members who often inquire – particularly through social media – about budget issues or projects.

Examples of other cities that use Springbrook accounting software and OpenGov include:

*City of Northglenn, CO* - <https://northglennco.opengov.com>

*City of Sausalito, CA* - <https://sausalitoca.opengov.com>

*City of Covington, KY* - <https://covingtonky.opengov.com>

*City of Washington, UT* - <https://washingtonut.opengov.com>

*Town of Atherton, CA* - <https://www.ci.atherton.ca.us/index.aspx?nid=361>

*City of Stanton, CA* - <https://stantonca.opengov.com>

**FINANCIAL:** While staff engaged OpenGov on this a few months in to 2017, the company is able to offer its GSA 2016 pricing through the end of March. This allows us to secure a lower cost than the prices they've set since the New Year.

A multi-year contract also helps reduce the costs.

Staff recommends a five-year contract at \$10,925 annually plus \$1,500 annually for integration into Springbrook for a total of \$12,425 each year. A one-time implementation and on-site training fee of \$2,700 would also be part of the initial cost.

The City will save \$22,776 over the life of the contract by entering into a five-year agreement by March 31.

Funding for this fiscal year is available from fund balance due to unanticipated revenues. Future year costs will be affordable within the General Fund. The City currently has about \$8.6 million in unassigned fund balance.

This purchase represents .04% of our General Fund budget and will greatly enhance our decision making and the public's understanding of the community's finances.

**DECISION POINT/RECOMMENDATION:** To authorize the mayor to enter a five-year contract with OpenGov for its financial transparency software.

RESOLUTION NO. 17-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH OPENGOV FOR FINANCIAL TRANSPARENCY SOFTWARE.

WHEREAS, the Finance Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with OpenGov for financial transparency software, 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, 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 an agreement with OpenGov for financial transparency software, 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 21<sup>st</sup> day of March, 2017.

---

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 \_\_\_\_\_.



OpenGov, Inc.  
955 Charter Street  
Redwood City, CA 94063  
United States

Quote Number	OG-00003076	Prepared By	Neal Block
Created Date	3/9/2017	Phone	(650) 422-3642
Quote Expiration	3/31/2017	Email	nblock@opengov.com
Contract Dates	Effective Date: 4/17/2017 End Date: 4/16/2022	Contract Term	60 Months

#### Customer Information

Contact Name	Sam Taylor	Bill To Name	City of Coeur d'Alene, ID
Phone	2087692359	Bill To	710 E. Mullan Avenue
Email	staylor@cdaid.org		Coeur d'Alene, Idaho 83814
			United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Intelligence and Transparency - Under \$100 Million	4/17/2017	4/16/2022	USD 10,925.00	USD 54,625.00
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	4/17/2017		USD 0.00	USD 2,700.00
OpenGov Live Data - Tier 1 Systems	4/17/2017	4/16/2022	USD 1,500.00	USD 7,500.00

Annual Fee	USD 12,425.00	First Term	USD 15,125.00
Billing Frequency	Annual	Grand Total	USD 64,825.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

#### Signature

Customer

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OpenGov, Inc.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Terms and Conditions

### Appendix A

#### OpenGov Terms and Conditions

##### 1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

##### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

**3. OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

**4. CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is

data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

**5. DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

**6. PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date. **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

## **7. TERM & TERMINATION**

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the End Date, this Agreement shall renew for two (2) additional (1) year periods. The Customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **8. WARRANTY AND DISCLAIMER**

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S

AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

**10. MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

## Appendix B

### OpenGov Service Level Metrics

**1. SCHEDULED DOWNTIME.** When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

### 2. SYSTEMS ACCESSIBILITY WARRANTY.

**A.** The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time ; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

**B.** If the Services experience Downtime, then as Customer's sole and exclusive remedy, and OpenGov' sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Services to be credited to future monthly bills of Customer
99.00% - < 99.9%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- "Downtime" means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- "Downtime Period" means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

**C.** To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

**D.** Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.

**E.** Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

## APPENDIX C

### OpenGov Support Services

1. **Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
2. **Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
3. **Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** March 15, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Bid Award – Seltice Way Revitalization Project

=====

**DECISION POINT:**

Should the City Council accept the low bid and award the Seltice Way Revitalization construction contract to T. LaRiviere Equipment & Excavation, Inc?

**HISTORY:**

Bids were opened for the Seltice Way Revitalization Project on March 14<sup>th</sup>, at 2:00 pm at City Hall. The bids received for Base Bids A, B, and C were:

Interstate Concrete: \$4,609,413.25  
**T. LaRiviere: \$3,904,660.08**  
MDM: \$4,662,712.55  
Big Sky: \$4,860,155.41  
Engineers Estimate: \$4,680,000.00

**FINANCIAL ANALYSIS:**

The low bid amount allows the City to include add alternates to the project. The bid amounts for the add alternates are:

Add Alternates	Bid Amount	Engineers Estimate	Available Funding
Base Bid A (Street Revitalization)	\$3,282,242.94	\$3,780,000	\$4,560,000
Base Bid B (Funded by Water Dept)	\$316,861.66	\$450,000	\$450,000
Base Bid C (Funded by PFHD)	\$305,555.48	\$450,000	\$450,000
Add Alt 1 – HARSB (Funded by HARSB)	\$498,240.12	\$580,000	\$580,000
Add Alt 2 – Street Lighting	\$150,000.00	\$190,000	
Add Alt 3 – Additional 2' Path Width	\$67,872.40	\$36,000	
Add Alt 4 – Atlas Storm Improvements	\$93,852.55	\$24,000	
Add Alt 5 – Grand Mill Transit Shelters	\$5,000.00	\$22,000	
Add Alt 6 – Atlas/Huetter Transit Shelters	\$5,000.01	\$33,000	

City staff recommends including Add Alternates 1, 2, 5, & 6 in the contract. The total of the City's portion of the project including those Add Alternates is \$3,759,104.61. ignite cda has agreed to fund \$4,560,000, which includes \$612,000 for construction phase

services. The Base Bid plus the proposed Add Alternates allow for contingencies for change orders. A 7% contingency is planned for this project.

**PERFORMANCE ANALYSIS:**

Award of this contract will enable the contractor to begin construction.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to accept the low bid and award the Seltice Way Revitalization construction contract including Add Alternates 1, 2, 5, & 6 to T. LaRiviere Equipment & Excavation, Inc.

**SELTICE WAY BID RESULTS**

	Base Bid A	Base Bid B	Base Bid C	Total Base	Add 1	A+B+C+Add Alt 1
Interstate Concrete	\$3,884,776.92	\$311,234.34	\$413,411.99	\$4,609,423.25	\$591,358.99	\$5,200,782.24
T La Riviere	\$3,282,242.94	\$316,861.66	\$305,555.48	\$3,904,660.08	\$498,240.12	\$4,402,900.20
MDM Construction	\$4,055,518.81	\$258,901.00	\$348,292.74	\$4,662,712.55	\$367,395.60	\$5,030,108.15
Big Sky Development	\$4,099,757.91	\$320,245.00	\$440,152.50	\$4,860,155.41	\$526,921.50	\$5,387,076.91



RESOLUTION NO. 17-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF T. LARIVIERE EQUIPMENT & EXCAVATION, INC., AND APPROVING A CONTRACT FOR THE 2017 SELTICE WAY REVITALIZATION PROJECT.

WHEREAS, the City heretofore duly advertised invitation for bids for the construction of the 2017 Seltice Way Revitalization Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 14<sup>th</sup> day of March, 2017, and the lowest responsible bid received was that of T. LaRiviere Equipment & Excavation, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of T. LaRiviere Equipment & Excavation, in the amount of \$\_\_\_\_\_, for the construction of the 2017 Seltice Way Revitalization Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with T. LaRiviere Equipment & Excavation, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 21<sup>st</sup> day of March, 2017.

\_\_\_\_\_  
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 \_\_\_\_\_.

## CONTRACT

THIS CONTRACT is made and entered into this 21<sup>st</sup> day of March, 2017, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **T. LaRIVIERE EQUIPMENT & EXCAVATION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at Athol, Idaho, hereinafter referred to as "**CONTRACTOR**."

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

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the 2017 Seltice Way Revitalization Project according to the plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above in said City, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond executed in conjunction herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) 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 minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept, as full compensation for furnishing all materials and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_).

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the agreed time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty. The **CONTRACTOR** also agrees to pay or have withheld a lump sum of Fifty Thousand and No/100 Dollars (\$50,000) as liquidated damages for not meeting the requirement of providing a paved lane in each direction of travel (eastbound and westbound) by winter shutdown of 2017.

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

The **CONTRACTOR** further agrees that, in consideration of securing the business of construction the works to be constructed under this contract, and recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof his property used therein may be outside the state of Idaho when taxes, excises, or license fees to which he is liable become payable:

1. To pay promptly when due all taxes (other than on real property), excises, and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal

corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. If the said taxes, excises, and license fees are not payable at the end of said term, but liability for said payment thereof exists even though the same constitutes a lien or liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. In the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply with all the requirements of the Contract Documents, as described below, which by this reference are incorporated herein, as they may be applicable.

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

For the faithful performance of this contract in accordance with the plans and specifications, and for payment for all labor and materials, the **CONTRACTOR** shall execute a good and sufficient performance bond and a payment bond in forms acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans

P) Addenda  
No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE**

**CONTRACTOR**

T. LaRiviere Equipment & Excavation, Inc.

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

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

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

ATTEST:

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

## **Attachment 1**

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** March 13, 2017  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Memorandum of Understanding with Dalton Gardens – Government Way  
=====

**DECISION POINT:**

Should the City Council approve the Addendum to the Memorandum of Understanding (MOU) with the City of Dalton Gardens for construction of the sanitary sewer system in the Government Way project?

**HISTORY:**

Through the Local Highway Technical Assistance Council, funding has been awarded for design and construction of the Government Way improvement project between Hanley Avenue and Prairie Avenue. In coordination with the project, the City of Dalton Gardens desires to provide sanitary sewer service to the commercial properties along the corridor. The MOU and this Addendum outline the financial responsibilities of Dalton Gardens.

**FINANCIAL ANALYSIS:**

There is no additional cost to the City of Coeur d’Alene through this Addendum.

**PERFORMANCE ANALYSIS:**

Approval of this Addendum to the MOU will allow for the City of Dalton Gardens to provide finances for the proposed sanitary sewer construction.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to approve the Addendum to the MOU with the City of Dalton Gardens for construction of the sanitary sewer system in the Government Way project.



RESOLUTION NO. 17-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE 2<sup>ND</sup> ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DALTON GARDENS FOR THE GOVERNMENT WAY IMPROVEMENT PROJECT.

WHEREAS, pursuant to Resolution No. 10-027, adopted the 20<sup>th</sup> day of July, 2010, the City of Coeur d'Alene entered into a Memorandum of Understanding with the City of Dalton Gardens for the Government Way Improvement project; and

WHEREAS, pursuant to Resolution No. 12-043, adopted the 6<sup>th</sup> day of November, 2012, the City of Coeur d'Alene entered into the 1<sup>st</sup> Addendum to the Memorandum of Understanding with the City of Dalton Gardens for the Government Way Improvement project; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve the 2<sup>nd</sup> Addendum to the Memorandum of Understanding with the City of Dalton Gardens for the Government Way Improvement Project, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City execute the 2<sup>nd</sup> Addendum to the Memorandum of Understanding 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute such 2<sup>nd</sup> addendum to the Memorandum of Understanding on behalf of the City.

DATED this 21<sup>st</sup> day of March, 2017.

---

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 EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

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

**2<sup>nd</sup> ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF DALTON GARDENS  
AND  
THE CITY OF COEUR D'ALENE  
FOR  
THE GOVERNMENT WAY IMPROVEMENT PROJECT**

**I. PURPOSE:**

This 2<sup>nd</sup> Addendum to the Memorandum of Understanding (MOU) between the City of Dalton Gardens ("DG") and the City of Coeur d'Alene ("CDA") is intended to document the parties' understanding of, and agreement to cooperate on the construction of the Government Way Sewer System Construction Project (the Project).

The Sewer System will primarily serve DG residents and is subject to provisions established in the DG-CDA MOU dated July 20<sup>th</sup>, 2010.

DG and CDA intend to fund their proportionate share of the sewer system pursuant to the cost sharing provisions outlined in this agreement.

DG and CDA agree to allow CDA to act as the prime municipality that will bid and construct the sewer system improvements under the terms and agreements outlined in this Addendum and in accordance with ITD/FHWA construction requirements.

**II. RECITALS**

WHEREAS, DG and CDA are municipal corporations organized under the laws of the State of Idaho; and,

WHEREAS, DG and CDA agree that constructing the sewer system will be a benefit to their citizens; and,

WHEREAS, it is the mutual desire of DG and CDA to clarify and memorialize their understanding and agreement with respect to their cooperation on the Project; and,

WHEREAS, CDA and DG agree that the estimated cost sharing presented in Exhibit A to this agreement is the fair and equitable manner of sharing the project costs for the project; and,

WHEREAS, this Addendum creates a mutually beneficial solution for all parties involved; and,

WHEREAS, the parties desire to modify and add certain provisions to said original MOU;

NOW, THEREFORE, it is hereby agreed as follows:

### III. AGREEMENT

1. CDA will act as the OWNER for purposes of advertising, bidding and constructing the sewer system improvements.
2. CDA will provide qualified licensed professional engineer (QLPE) review of the plans in accordance with IDEQ rules, the cost of the review being shared by the parties.
3. CDA will advertise the project for bids in accordance with Idaho Department of Transportation (ITD) policies and procedures.
4. CDA will award the project to the lowest responsive and responsible bidder in accordance with ITD's Standard Specifications for Highway Construction.
5. Prior to CDA advertising the project for bid, DG will deposit with CDA 100% of its share as determined by the Engineer's Estimated Project Cost shown on Exhibit "A".
6. Any change orders experienced to the sewer project will be funded by the appropriate party, based on this agreement. In the event a change is required for the DG portion, DG authorizes CDA to make decisions on DG's behalf up to \$5,000. Change orders above \$5,000 will require the prior approval of DG.
7. CDA will require the contractor and all subcontractors working on the project to maintain sufficient insurance coverage, including workman's compensation coverage, to protect, defend and indemnify CDA and DG against any loss arising from the contractor and subcontractors' work on the project.
8. Disputes shall be resolved in accordance with ITD's Standards Specifications for Highway Construction.
9. All other provisions of the original MOU and the 1<sup>st</sup> Addendum shall remain in place unless specifically modified by this 2<sup>nd</sup> Addendum.

Attachment: Exhibit A Engineer's Opinion of Probable Construction Cost

**CITY OF COEUR D'ALENE**

**CITY OF DALTON GARDENS**

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

\_\_\_\_\_  
Steve Roberge, Mayor

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Valerie Anderson, City Clerk

EXHIBIT A  
ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST  
DALTON GARDENS SEWER  
GOVERNMENT WAY, HANLEY TO PRAIRIE

ITD ITEM	ITEM NAME	UNIT	QUANTITY	UNIT PRICE	COST
203-015A	REM OF BITUMINOUS SURF	SY	5056	\$ 1.85	\$ 9,353.60
203-060A	REM OF CONC SIDEWALK	SY	14	\$ 3.00	\$ 42.00
203-065A	REM OF CURB	FT	16	\$ 2.00	\$ 32.00
205-060A	WATER FOR DUST ABATEMENT	MG	270	\$ 5.00	\$ 1,350.00
213-005A	TOPSOIL	CY	70	\$ 25	\$ 1,750.00
303-022A	3/4" AGGR TY B FOR BASE	TON	1782	\$ 20	\$ 35,640.00
401-020A	CSS-1 DIL EMUL ASPH FOR TACK COAT	GAL	360	\$ 1.50	\$ 540.00
405-435A	SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-3	TON	810	\$ 65	\$ 52,650.00
602-025A	12" PIPE CULV	FT	70	\$ 50	\$ 3,500.00
605-205A	4" SANITARY SEWER PIPE	FT	2007	\$ 35	\$ 70,245.00
605-210A	6" SANITARY SEWER PIPE	FT	37	\$ 40	\$ 1,480.00
605-215A	8" SANITARY SEWER PIPE	FT	9337	\$ 45	\$ 420,165.00
605-450A	MANHOLE	EA	29	\$ 1,500	\$ 43,500.00
615-490A	CURB & GUTTER	FT	16	\$ 12.00	\$ 192.00
621-015A	MULCHING	ACRE	0.15	\$ 3,500	\$ 525.00
621-035A	FERTILIZING	ACRE	0.15	\$ 2,000	\$ 300.00
626-010A	CONST SIGN	SF	157	\$ 5.00	\$ 785.00
626-040A	RENT CONST BARR CL B TY III	EACH	2	\$ 55	\$ 110.00
626-050A	DRUMS	EACH	8	\$ 30	\$ 240.00
626-092A	TEMPORARY PAVEMENT MARKING TAPE	LF	36	\$ 1.00	\$ 36.00
626-100A	MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS	LS	0.18	\$ 1,000	\$ 180.00
626-105A	TRAF CNTL MAINTENANCE	MNHR	90	\$ 45	\$ 4,050.00
626-115A	PORTABLE TUBULAR MARKERS	EACH	47	\$ 10	\$ 470.00
626-120A	FLAGGER CONTROL	HR	270	\$ 45	\$ 12,150.00
634-005B	MAILBOX TY B	EACH	1	\$ 750	\$ 750.00
651-005A	LAWN CONST (SEEDED)	ACRE	0.15	\$ 5,000	\$ 750.00
S105-05A	DIRECTED SURVEYING 2 PERSON CREW	HR	30	\$ 70	\$ 2,100.00
S105-05D	DIRECTED SURVEYING OFFICE COMPUTATION	HR	30	\$ 50	\$ 1,500.00
S105-10A	SURVEY	LS	0.18	\$ 60,000	\$ 10,800.00
S600-45A	WATER LINE 6" FOR CASING	LF	140	\$ 20	\$ 2,800.00
S600-45B	WATER LINE 12" FOR CASING	LF	120	\$ 30	\$ 3,600.00
S900-50A	CONTINGENCY AMOUNT EROSION AND SEDIMENT CONTROL	CA	0.18	\$ 10,000	\$ 1,800.00
S901-05F	REM OF MAILBOX	EACH	3	\$ 150	\$ 450.00
S902-05A	EXPLORATORY EXCAVATION	HR	10	\$ 150	\$ 1,500.00
S904-05I	DUCT BANK PROTECTION	LS	1	\$ 30,000	\$ 30,000.00
S911-05B	REMOVE AND REINSTALL FENCE	FT	60	\$ 50	\$ 3,000.00
Z629-05A	MOBILIZATION	LS	0.18	\$ 385,000	\$ 69,300.00
		Estimated Construction Cost			\$ 787,636
		Construction Eng & Contingency			\$ 232,353
		Total Estimated Construction Cost			\$ 1,019,988

**PLANNING COMMISSION  
STAFF REPORT**

**FROM:** HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR  
**DATE:** MARCH 21, 2017  
**SUBJECT:** EXTENSION OF CITY COUNCIL APPROVAL FOR SP-3-13 – SPECIAL USE PERMIT REQUEST FOR PORT OF HOPE TO ALLOW THE OPERATION OF A CRIMINAL TRANSITION FACILITY RELOCATING TO POST FALLS  
**LOCATION:** 218 N. 23RD STREET – APPROXIMATELY 0.842 OF AN ACRE

**DECISION POINT:**

Port of Hope Centers, Inc., is requesting that the City Council grant an additional six month extension of the Special Use Permit, following a six month extension approval on July 12<sup>th</sup>, 2016, made by the Planning Commission. The original approval, which allowed a two year continuation of a criminal transition facility in its existing location, was granted to allow the applicant time to find a new location. The attached letter of request explains the financial hardships and construction delays that have been incurred, necessitating the need for an extension of the Special Use Permit. Also attached are photos showing the progress of the new facility in the City of Post Falls.

Legal has reviewed the request and has determined that the Port of Hope can request an additional extension of the approved Special Use Permit to allow them to complete construction of their new facility in Post Falls.

This request, if granted, would allow the facility to operate in its current location until **September 1st, 2017**.

**PRIOR ACTION(S):**

- On July 9<sup>th</sup>, 2013, the Coeur d'Alene Planning Commission held a public hearing, considering the Port of Hope request for a criminal transition facility, which was continued to August 13<sup>th</sup>, 2013.
- On August 13<sup>th</sup>, 2013, the Coeur d'Alene Planning Commission denied the request 3 to 0.
- On August 21<sup>st</sup>, 2013, Port of Hope, Inc. appealed the Planning Commission decision to deny the request to City Council.
- On October 1<sup>st</sup>, 2013 City Council held a public hearing, considering the Port of Hope request for a criminal transition facility, which was approved 6 to 0 with conditions (Listed as "ADOPTED CONDITIONS OF APPROVAL" at the end of the staff report).
- On February 9<sup>th</sup>, 2016, Planning Commission approved a six month extension, half of the time allowed for an extension request, to allow for remodeling of the new facility in Post Falls.
- On July 12<sup>th</sup>, 2016, Planning Commission approved an additional six month extension. The Planning Commission stated that this would be their final extension.

**DISCUSSION:**

Section 17.09.230 of the city's Zone Code states, *"A special use permit shall be subject to the plans and other conditions upon the basis of which it was granted. Unless a different termination date is prescribed, the permit shall terminate one year from the effective date of its granting unless substantial development or actual*

*commencement of authorized activities has occurred, or if there is a cessation of use or occupancy for two (2) years. However, such period of time may be extended by the planning commission for one year, without public notice, upon written request filed at any time before the permit has expired and upon a showing of unusual hardship not caused by the owner or applicant. (Ord. 1691 §1(part), 1982)"*

The City Council has the authority to extend the Special Use Permit because it set the expiration date itself.

As stated in the letter from Tamara Chamberlain, Port of Hope Executive RRCD,

*"The Port of Hope has upheld all conditions set forth in the Special Use Permit and will continue to abide by them. We have remained incident free at our facility and have used due diligence to protect the surrounding community from feeling any negative impact of our presence. We continue to believe in the necessity of our program and are actively pushing the completion of the building so that we can relocate."*

The Police Department has confirmed that the Port of Hope has remained incident free. Sergeant Jeff Walter and Code Enforcement Officer Shawn Youngman responded to an inquiry on March 9<sup>th</sup>, 2017. Both indicated that they have not had any issues, complaints or code violations with the facility.

#### **COUNCIL ALTERNATIVES:**

- The City Council may, by motion, grant an additional extension of the Port of Hope's special use permit to allow Port of Hope to continue to operate the facility at its current location under the conditions of the existing permit (with the exception of condition 8, which would be modified to a Sunset date of **September 1st, 2017**), to allow for the completion of the new Post Falls facility, or;
- The City Council may, by motion, deny the extension request, which would require the Port of Hope to move immediately.

#### **ADOPTED CONDITIONS OF APPROVAL:**

1. The maximum number of offenders is 43.
2. No offenders required by Idaho law to register as a sex offender may be housed at the facility.
3. No offender will be allowed to reside at the facility for more than 365 calendar days.
4. The facility must at all times comply with requirements of the Federal Bureau of Prisons Residential Reentry Center Statement of Work regarding security and discipline (currently Chapters 11 & 12).
5. Create an exclusion zone within the facility's GPS (Veritraks) system around the Fernan Elementary School property. The system must alert the facility within one minute if an offender enters the exclusion zone. Exclusion zone reports (with names redacted) must be made available to School District 271 and the City upon request.
6. Place GPS units on all pre-release offenders, in the facility and on home confinement with a VCCLEA status. This status includes assault charges, drug charges, etc.
7. The facility will not allow offenders to travel to bus stops without staff supervision during the peak hours when school children are arriving and leaving school (currently 7:00 - 8:00 a.m. and 2:30 - 3:30 p.m.).
8. The Special Use Permit will be valid until the Sunset date of March 1<sup>st</sup>, 2016.



The Place of New Beginnings Since 1971

218 N. 23rd  
Coeur d' Alene, ID 83814  
(208) 664-6816

March 13, 2017

City Council  
City of Coeur d' Alene  
710 E. Mullan Ave  
Coeur d' Alene, ID 83814

RE: Extension of Special Use Permit SP-3-13

Port of Hope is requesting a 6 month extension to the Special Use Permit to allow for completion of the construction at the new location. Port of Hope has encountered several unforeseen delays in the construction of our new facility.

Port of Hope as a 501 (c)3 non-profit agency has encountered financial hardships in regards to this project that have created some of these delays. The initial Architectural drawings and Contractors bids came in over budget which resulted in revisions to the project to reduce expenses and the project being sent back out to bid.

The City of Post Falls requires a Commercial Sewer Cap be attached to the initial Building Permit. This fee was \$53,446.47 for a total due of \$61,196.85 to pick up the permit and begin construction of the interior walls. This was a hardship for Port of Hope to pay up front. We negotiated with the City and were able to enter into a Wastewater Capacity Replacement Fee agreement. This was however a long process resulting in delays for the Contractor to pick up the permit and resume construction.

Port of Hope has also experienced delays with contracting in Washington, D.C. due to our contracting officer retiring and waiting for a new one to be assigned and brought up to speed on our project. Mr. Solorza, our former RRC Director, left the Port of Hope in the middle of the project which also caused delays.

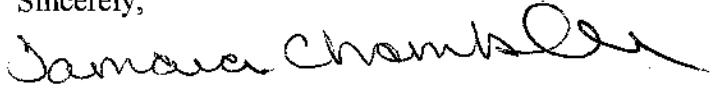
A majority of the new building is completed as indicated in the photos. We still have construction to complete in the sleeping areas, modifications to the laundry room, expansion of the restrooms, installation of a sprinkler system and modifications to the HVAC system. Port of Hope is dedicated and financially invested into completion of this project and relocating the Residential Reentry Center to the new location. .

Port of Hope has upheld all of the conditions set forth in the Special Use Permit and will



continue to abide by them. We have remained incident free at our facility and have used due diligence to protect the surrounding community from feeling any negative impact of our presence. We continue to believe in the necessity of our program and are actively pushing the completion of the building so that we can relocate.

Sincerely,

A handwritten signature in black ink, appearing to read "Tamara Chamberlain". The signature is fluid and cursive, with a large, stylized "T" and "C".

Tamara Chamberlain, Executive RRCD

cc: Barry Meyers, CEO



Building Division  
408 N Spokane St.  
Post Falls, ID 83854  
208-773-8708

## COMMERCIAL ALTERATION PERMIT

<b>PERMIT #:</b>	<b>B161945</b>	<b>DATE ISSUED:</b>	
JOB ADDRESS:	1007 N BOULDER CT	SUBDIVISION:	BOULDER PARK SUB
LEGAL DESC:		LOT #:	0
		BLK #:	
OWNER/AGENT:	BOULDER BUSINESS PARK LLC	CONTRACTOR:	WILLIAMSON JOHNSON CO
ADDRESS:	ATTN: CARLOS SOLORZA	PHONE:	
CITY, STATE ZIP:	COEUR D ALENE ID 83814	EMAIL:	
PHONE:		LICENSE #:	RCE-2491
PROP. USE:	TENANT IMPROVEMENT	ARCHITECT:	ML ARCHITECT
VALUATION:	\$ 400,000.00	PHONE:	208-773-9864
SQ. FT.	0.00	EMAIL:	MARK@ML-ARCHITECT.COM
OCCP TYPE:		ENGINEER:	THOMAS J. GERARD & ASSOCIA
CNST TYPE:		PHONE:	509-328-2771
MAX OCC LOAD:	0.00	EMAIL:	TOMG.TJGCONSULTINGENG@GMA
NO. OF UNITS:	0.00		
NO. OF STORIES:	0.00		
PARKING SPACES REQUIRED:	0.00		
FIRE SPRINKLERS REQUIRED:			

<u>FEE CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
P05	COMM PUBLIC SAFETY IMPACT FEE	\$1,298.80
P06	STREETS IMPACT FEE	\$3,132.40
E10	COMMERCIAL SEWER CAP	\$53,446.47
B06	CUSTOMER VALUATION > \$2000	\$2,673.75
B14	COM PLAN REV EST VAL > \$2000	\$1,737.93
BP34	PLUMBING PLAN REVIEW FEE	\$ 204.75
BE13	ELECTRICAL PLAN REVIEW FEE	\$ 402.75

**NOTES / CONDITIONS:**

<b>TOTAL FEES</b>	\$62,896.85
<b>PAYMENTS RECEIVED</b>	\$-1,700.00
<b>BALANCE DUE</b>	\$61,196.85

Cash

Check#

**AMOUNT RECEIVED**

### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY STATE OR LOCAL LAW, OR BUILDING CODES REGULATING CONSTRUCTION. SIGNING THIS PERMIT PROVIDES A LEGAL RIGHT OF ENTRY TO THE INSPECTOR. SEPARATE PERMITS MAY BE REQUIRED FOR BUILDING, MECHANICAL, PLUMBING AND ELECTRICAL. "FAIR HOUSING ACT STANDARDS HAVE NOT BEEN REVIEWED IN THIS PERMIT PROCESS AND ARE THE RESPONSIBILITY OF THE APPLICANT."

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ADDITIONAL INSPECTIONS AND APPROVALS MAY BE REQUIRED FROM THE KOOTENAI FIRE & RESCUE DEPARTMENT, THE CITY OF POST FALLS ENGINEERING, URBAN FORESTRY AND PLANNING DIVISIONS.

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS PERMIT.**

(SIGNATURE OF OWNER OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE



Building Division  
408 N Spokane St.  
Post Falls, ID 83854  
208-773-8708

## COMMERCIAL ALTERATION PERMIT

<b>PERMIT #:</b>	<b>B161945</b>	<b>DATE ISSUED:</b>	
<b>JOB ADDRESS:</b>	1007 N BOULDER CT	<b>SUBDIVISION:</b>	BOULDER PARK SUB
<b>LEGAL DESC:</b>		<b>LOT #:</b>	0
		<b>BLK #:</b>	
<b>OWNER/AGENT:</b>	BOULDER BUSINESS PARK LLC	<b>CONTRACTOR:</b>	TOOLS OF MASS CONSTRUCTION
<b>ADDRESS:</b>	1007 N BOULDER CT	<b>PHONE:</b>	
<b>CITY, STATE ZIP:</b>	POST FALLS ID 83854	<b>EMAIL:</b>	
<b>PHONE:</b>		<b>LICENSE #:</b>	RCT-42999
<b>PROP. USE:</b>	T/I PORT OF HOPE	<b>ARCHITECT:</b>	ML ARCHITECT
<b>VALUATION:</b>	\$ 400,000.00	<b>PHONE:</b>	208-773-9864
<b>SQ. FT:</b>	0.00	<b>EMAIL:</b>	MARK@ML-ARCHITECT.COM
<b>OCCP TYPE:</b>	B, I-1	<b>ENGINEER:</b>	THOMAS J GERARD & ASSOCIA
<b>CNST TYPE:</b>	V-8	<b>PHONE:</b>	509-328-2771
<b>MAX OCC LOAD:</b>	0.00	<b>EMAIL:</b>	TOMG.TIGCONSULTINGENG@GMA
<b>NO. OF UNITS:</b>	0.00		
<b>NO. OF STORIES:</b>	0.00		
<b>PARKING SPACES REQUIRED:</b>	0.00		
<b>FIRE SPRINKLERS REQUIRED:</b>			

FEE CODE	DESCRIPTION	AMOUNT
P05	COMM PUBLIC SAFETY IMPACT FEE	\$1,298.80
P06	STREETS IMPACT FEE	\$3,132.40
E10	COMMERCIAL SEWER CAP	\$4,453.90
B06	CUSTOMER VALUATION > \$2000	\$2,673.75
B14	COM PLAN REV EST VAL > \$2000	\$1,737.93
BP34	PLUMBING PLAN REVIEW FEE	\$ 204.75
BE13	ELECTRICAL PLAN REVIEW FEE	\$ 402.75

NOTES / CONDITIONS: BARRY MEYERS CEO PORT OF HOPE HAS A ONE YEAR AGREEMENT SIGNED AND HAS PAID THE FIRST INSTALLMENT OF \$4,453.77 WITH THIS PERMIT. THE FACILITY HAD ONE SU ALLOCATED TO THE STRUCTURE AND WILL INCREASE BY ELEVEN SUS FOR A TOTAL OF TWELVE SUS FOR THE STRUCTURE. THE REMAINING PAYMENTS FOR THE NEXT ELEVEN MONTHS WILL BE \$4,453.87.

**TOTAL FEES** \$13,904.28

Cash

Check#

**AMOUNT RECEIVED**

**BALANCE DUE** \$0.00

### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY STATE OR LOCAL LAW, OR BUILDING CODES REGULATING CONSTRUCTION. SIGNING THIS PERMIT PROVIDES A LEGAL RIGHT OF ENTRY TO THE INSPECTOR. SEPARATE PERMITS MAY BE REQUIRED FOR BUILDING, MECHANICAL, PLUMBING AND ELECTRICAL. "FAIR HOUSING ACT STANDARDS HAVE NOT BEEN REVIEWED IN THIS PERMIT PROCESS AND ARE THE RESPONSIBILITY OF THE APPLICANT."

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ADDITIONAL INSPECTIONS AND APPROVALS MAY BE REQUIRED FROM THE KOOTENAI FIRE & RESCUE DEPARTMENT, THE CITY OF POST FALLS ENGINEERING, URBAN FORESTRY AND PLANNING DIVISIONS.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS PERMIT.

(SIGNATURE OF OWNER OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE



EXTERIOR AND MAIN ENTRANCE (OFFICE SPACE)





RESTROOMS, KITCHEN





SLEEPING AREAS, MONITOR'S OFFICE, STORAGE