

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

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 agenda item should plan to speak when **Item G - 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.

FEBRUARY 6, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION – Pastor Stuart Bryan with Trinity Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS

1. Skate Board Park Update

Presented by Nathan Baker, Skate Park Association Representative

2. Ignite cda Annual Report

Presented by Tony Berns, Executive Director

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 January 16, 2018 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Setting of Public Works and General Services Committee meetings for February 12, 2018 at 12:00 noon and 4:00 p.m. respectively
4. Amendment to the Final Plat for Park Drive Addition

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

5. **Resolution No. 18-005** - Approval of S-6-16 - Prairie Trails Acceptance of Improvements and Maintenance-Warranty Agreement

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**

- a. **Appointments:** Jamie Lynn Morgan to the Pedestrian & Bicycle Advisory Committee; Virginia Tate to the Parks and Recreation Commission; and Bob Hallock and Keith Jones to the Urban Forestry Committee.

I. OTHER BUSINESS

1. **Resolution No. 18-006** - Bid Award and Agreement with United Painting Idaho, LLC. for the Industrial Standpipe Recoating Project.

Staff Report by: Kyle Marine, Assistant Water Superintendent

2. **Resolution No. 18-007**- Agreement with North Idaho College for Memorial Field and the Four Corners BLM Master Plan.

Staff Report by: Mike Gridley, City Attorney

3. **Resolution No. 18-008**- Agreement with JUB Engineers, Inc. for construction engineering and inspections services during the Government Way – Hanley Avenue to Prairie Avenue Project.

Staff Report by: Chris Bosley, City Engineer

4. Authorization for Grant Submittal to the Idaho Office of Highway Safety for Traffic/DUI Enforcement Officer funding

Staff Report by: Police Captain Lee Brainard

5. A-3-17 – Annexation of +/- 4.63 acres from County Agriculture to City C-17, for a parcel commonly known as 7845 N. Ramsey Road

Pursuant to Council action on November 21, 2017

- a. **Resolution No. 18-009** -Annexation Agreement with the Estate of Marvin Paul Keough of +/- 4.63 acres from County Agriculture to City C-17, for a parcel commonly known as 7845 N. Ramsey Road
- b. **Council Bill No. 18-1000** - Ordinance annexing +/- 4.63 acres zoning from County Agriculture to City C-17 for the parcel at 7845 N. Ramsey Road

J. PUBLIC HEARING:

- 1. V-18-1 - Vacation of a portion of Lee Court right-of-way adjoining the southerly boundary of the adjusted Lot 4, Block 2, Moen Subdivision

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 18-1001** - Approving V-18-1 Vacation of a portion of Lee Court right-of-way adjoining the southerly boundary of the adjusted Lot 4, Block 2, Moen Subdivision

K. ADJOURNMENT

This Council meeting is aired live on Time Warner Cable Channel 19 (CDATV).

Coeur d'Alene

CITY COUNCIL MEETING

February 6, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS



To: Mayor & City Council, Coeur d'Alene, Idaho

From: Scott Hoskins, Chair, ignite cda Board of Directors
Tony Berns, ignite cda Executive Director

Re: ignite cda 2017 Annual Report

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report for the Coeur d'Alene Urban Renewal Agency, dba ignite cda ("Agency"), activities for the period January 1, 2017 through December 31, 2017. Included in this packet is a fiscal year-end 2017 financial statement setting forth the Agency's assets, liabilities, income and operating expenses.

2017 Overview

The following Agency Vision & Mission statements, along with the listed Agency strategic foci, drive the Agency's business model and guide the development of the Board's annual tactical goals:

Vision: to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Mission: to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.

ignite cda Strategic (long-term) Goal Foci

(goals are listed in no specific order of importance)

➤ **Education:**

- Facilitate the future utilization of the **Higher Education Campus (HEC)** in partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - Including possible ignite cda partnership efforts focused on the **“Four (4) Corner Area”** (defined as the area of publicly owned property adjoining the Government Way, Northwest Blvd. & Fort Grounds Drive intersection, north to the Riverstone development).
 - **Support Facilities:** work with NIC, UI, LCSC and other stakeholders to determine the need for possible HEC support facilities both on the HEC and adjacent to the HEC.
 - **Collaborative Education Facility:** work with NIC, UI and LCSC to bring the Facility Initiative, located on the HEC, to fruition.

➤ **Job Creation & Retention**

- Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and retention in support of emerging industries.

➤ **Housing:**

- Ignite cda will play a key support role in helping the City achieve its vision for housing in the community, by pursuing housing opportunities in both the Lake and River Districts.
 - Work with The Housing Company and Idaho Housing & Finance Association to evaluate housing opportunities within the Lake and River Districts.

➤ **Public Space: Create New & Enhance Existing Public Space:**

- Partner with **HEC** stakeholders to identify and develop public space opportunities within the HEC area.
 - **Four Corner Area** should be explored for public space opportunities.
- Ignite cda will partner with stakeholders to encourage **connectivity** of existing and new public space.
- Ignite cda will continue efforts to secure long-term public access to the lake and river waterfronts (**e.g. Mill River (Johnson) Park**) and continue to leverage public funds to create new public parks (**e.g. Riverstone Park**).
- **Seltice Way Corridor** – partner with City and other stakeholders to identify potential development opportunities in the Seltice Way corridor.
- Continuing Commitments:
 - Continue dialogue with pertinent stakeholders regarding railroad right-of-way property development and connectivity opportunities from the Four Corner area to Mill River.

- **Public Parking:**
 - Ignite cda will help in rationalizing overall parking needs for the Central Business District (CBD), HEC and Kootenai County campus areas.
- **Midtown Vitalization:**
 - Ignite cda will partner with the City, Midtown property owners, Midtown businesses, Midtown residents, and Midtown stakeholders on opportunities to enhance the vitality of the Midtown area.
- **Downtown Vitalization:**
 - Ignite cda will partner with the City, Downtown property owners, the Downtown Association, Downtown residents and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown; e.g. establishment of viable downtown pocket parks, LID partnership endeavors where appropriate (e.g. CDA Avenue improvements from 1st Street eastward).
- **Atlas Mill Site Redevelopment Initiative**
 - Ignite cda will work with the City and other stakeholders on defining the Agency's role in this redevelopment initiative, via the proposed expansion of the River District and creation of a new urban renewal district.
- **Medical Corridor Expansion Initiative**
 - Ignite cda will work with the City, Kootenai Health and other stakeholders on defining the Agency's possible role in this proposed initiative.
- **East Sherman Avenue Initiative**
 - Ignite cda will work with the City and other stakeholders on defining the Agency's possible role in this proposed initiative.

Following are the Agency's short-term tactical goals designed to help achieve the aforementioned longer-term Agency strategic goals.

Ignite cda Tactical Goals ("Status" Key: **Green** = goal is on track for achievement)

Theme	Committee Responsible		(District) & Success Measures	Status
Public Space	Acquisition & Ad hoc: TBD	1)	Planning initiated for RR r-o-w acquisitions	Green
		2)	Analyze funding opportunities for public space in both districts	Green
Communication	Communication & Ad hoc: TBD	1)	Community leaders / stakeholders invited regularly to Board meetings	Green
		2)	1 (stretch 2) ULI-Idaho programs held in CDA in FY18	Green
		3)	CDA 2030: partner with other stakeholders to implement action plan	Green
Finance	Finance	1)	Continue frequent review of district economic forecasting models	Green
		2)	(Lake): Conduct land use planning on Agency owned properties	Green
		3)	Analyze Atlas Mill Site, E. Sherman & Medical Corridor opportunities	Green
Parking	Parking	1)	(Lake): Downtown parking facility – complete construction	Green
Housing	Housing	2)	Determine opportunities resulting from City's housing assessment update	Green
Jobs	Jobs	1)	Continue jobs exploration initiative with partner stakeholders	Green
		2)	(River): job creation opportunities explored along Seltice	Green

Ignite cda Board Transitions

The ignite cda board had two longtime, dedicated commissioners retire in 2017: Denny Davis and Justin Druffel. Mr. Davis served on the ignite cda board from March 2005 through May 2017, and served as board chairman from 2008 until his resignation in May 2017. Mr. Druffel served on the ignite cda board from the fall of 2011 through July 2017.



Denny Davis

Justin Druffel

Through his leadership as chairman of the Agency over 10 years, Mr. Davis helped the community achieve great success on many fronts including: economic (including job creation and job retention), quality of life and sense of place. Mr. Davis was also instrumental in helping the Agency work through legislative and policy issues at both the state and local level.

Mr. Druffel brought strong business and financial management skill sets to the board. The Agency heavily relied on Messrs. Davis and Druffel's business acumen for many strategic decisions over the years, helping to leverage public funds with private equity to create immense value for the community. Coeur d'Alene is a better place because of their public service.

The ignite cda board welcomed three new board members in 2017: Jim Chapkis, Sarah Garcia and City Councilman Dan English. These new board members bring a diverse talent set to the board; ignite cda is fortunate to have community members of this caliber serving on the board.



Jim Chapkis



Dan English



Sarah Garcia

2017 Agency Update

The Board's accomplishments in 2017 have produced a strong financial position as reflected in the attached financial statements.

Following are updates to key Agency initiatives:

▪ **Downtown Parking Facility**

In 2017, the Agency agreed to build a downtown structured parking facility on the half block of property owned jointly by the City of CDA and the Agency bounded by 3rd Street, 4th Street and Coeur d'Alene Avenue. In October 2017, the Agency approved a construction contract for the parking garage structure in the amount of \$7.3 million, with construction completion scheduled for September 2018.

▪ **Property Divestitures & Proposed Property Exchanges**

In 2017, the Agency approved the sale of the following surplus properties:

- Abandoned railroad right of way property located in the Riverstone area east of Beebe Boulevard for \$320,000,
- 10-lot subdivision located on N. Park Drive for \$2.1 million. This subdivision initiative involves the trade of the Agency's 515 W. Garden Avenue property for a portion of City owned property along N. Park Drive. The 515 W. Garden Avenue property will be converted into public space as part of the Memorial Park project.

In 2017, the Agency entered discussions with the City of CDA regarding the potential land exchange for Agency owned property located on Young Avenue (south of city hall) for City owned property located adjacent to Tilford Lane in the Riverstone area. The appraised value for the Agency's Young Avenue property is \$960,000. The property exchange discussion focuses on the Agency being able to achieve an equitable net value return following the acquisition and development of the City's Riverstone property. Discussions regarding this initiative will continue in fiscal year 2018.

▪ **Atlas Mill Site**

In 2017, the Agency entered discussions with the City of CDA regarding the City's acquisition of a 48-acre portion of the former Atlas Mill site property currently owned by a private individual. The 48-acre property is located outside of the Agency's River District. In fiscal year 2017 the City agreed to allow for the expansion of the River District's boundary and the creation of a new urban renewal district named the Atlas District. The City agreed to purchase the 48 acres in September 2017 for \$7.85 million, with a closing scheduled for May 2018. The Agency's role in this proposed City partnership is still being defined.

▪ **Performing Arts Center Feasibility Study**

In 2017, the Agency asked CDA2030 to assist with recruiting a consultant team to perform a feasibility study re. a potential Performing Arts Center in CDA. Eleven consultant teams responded to the request for proposals; all proposals were reviewed by a CDA2030 committee. The CDA2030 committee recommended Chicago-based HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") to the Agency's

board to perform the market analysis and feasibility study. The HVS recommendation was approved by the Agency and the feasibility study will commence in Q1 2018.

- **Four Corner Master Plan**

In 2017, the Agency agreed to \$1.54 million in partnership funding with the City of CDA for the next phase of the Four Corner Master Plan initiative: Memorial Park. The Memorial Park project includes construction of public improvements (e.g. re-aligned Memorial Field, new bathrooms, play areas, sport courts) in the area bounded by Northwest Boulevard, River Avenue and N. Park Drive. In addition to the public improvements, a 10-lot residential subdivision was created along N. Park Drive.

- **Higher Education Campus (HEC) Initiative**

The Agency, in partnership with the City, UI, NIC, LCSC, Fort Grounds Homeowners Association and other community stakeholders, has completed construction of the public infrastructure improvements associated with the HEC initiative. The HEC initiative included new infrastructure (i.e. new roadways, new sewer/water/fiber lines, bike/pedestrian trails) primarily located on the old DeArmond mill site area of the HEC, and two new traffic signals located on Northwest Boulevard; one located at Hubbard Avenue, and one located at River Avenue.

- **Collaborative Education Facility:** In 2016, the Agency agreed to \$2.5 million in partnership funding for this new facility on the HEC. Half of the funding commitment was budgeted for fiscal year 2017. However, commencement of the project was delayed until fiscal year 2018 with completion scheduled for fiscal year 2019. Funding partners for this initiative include the Idaho State Permanent Building Fund, UI, NIC, LCSC and the Agency.

- **Midtown “Place Making”**

In 2009, the Agency, in partnership with the City and Midtown stakeholders, completed the 4th Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4th street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor.

- In 2017, the Agency issued a Request for Proposals (RFP) to developers for a project to be built on 0.53 acres of Agency owned property located at 813-823 N. 4th Street in the Midtown area. The Agency is looking to partner on a project that will create an active street environment and enhance the overall vitality of Midtown.

- **North Idaho Centennial Trail Foundation (NICTF) Partnership**

Background: In December of 2006, the Agency loaned funds to the NICTF to acquire a 5.25-mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road (“Prairie Trail”). The Prairie Trail asset was the collateral for the Agency loan. Via a land trade process, the following transactions were proposed:

- *Bureau of Land Management (BLM) would assume ownership and long-term management responsibility for the Prairie Trail pedestrian/biking corridor.*

- *NICTF would gain ownership of the BLM-controlled Burlington Northern Santa Fe (BNSF) abandoned railroad right of way in downtown Coeur d'Alene along Northwest Boulevard.*
- *The Agency would have the right to acquire the BNSF railroad right of way property from the NICTF.*

In 2012, the Agency was notified by the BLM that the BLM was withdrawing from their commitment to trade railroad property assets with the NICTF, thus making the Agency's 2006 proposed trade agreement with NICTF unattainable. The Agency and the NICTF entered into a loan settlement agreement in December 2012 which ended the Agency's commitment to the 2006 proposed land acquisition/exchange transaction. Via the loan settlement agreement, the NICTF turned the Prairie Trail property asset over to the Agency via a quitclaim deed in an 'as is' condition to satisfy its obligations under the existing loan arrangement. The Agency then simultaneously transferred the Prairie Trail asset in an 'as is' condition to the City of CDA via a quitclaim deed.

- 2017 Update: The BLM's BNSF asset is now part of the Four Corners Master Plan area to which the Agency in 2016 contributed \$1.6 million in partnership funding for the Mullan Road project component. As stated earlier in the report, the Agency has agreed to an additional \$1.54 million in partnership funding for the next phase of the Four Corner Master Plan initiative: Memorial Park and N. Park Drive Subdivision.

- **Urban Land Institute (ULI)**

The Agency continued its sponsorship of the ULI "Emerging Trends in Real Estate" program, coordinated by ULI's Idaho chapter, to continue efforts of strengthening ULI's knowledge sharing efforts in northern Idaho. ULI, known as the community development industry's "University without Walls", brings a wealth of knowledge to many community development issues.

- **Riverstone West Phase 2 Improvement Reimbursement Agreement (IRA)**

The Agency entered into an \$823,058 IRA with the Riverstone West development team pertaining to the construction of public infrastructure improvements associated with the building of the John Loop and Suzanne roadways located in the Riverstone West section of the Agency's River District.

- During 2017, new building construction continued in the Riverstone West Phase 2 area.

- **The Lake Apartments Project**

In 2016, the Agency conditionally approved The Lake Apartments Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$568,750 for project related public improvements. The Lake Apartments project will create 40+ new quality rental apartments on a deteriorated site across the street from the CDA Public Library. Construction of The Lake Apartments began in late 2017.

- **The "Coeurllaborate" Project**

In 2016, the Agency conditionally approved the "Coeurllaborate" mix use project Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$680,000

for project related public improvements. Components of the mix-use project include a 112 room Marriott Fairfield Inn & Suites, and commercial pads fronting Northwest Boulevard. Construction of the project was scheduled to begin in 2017.

- **Seltice Way Revitalization / Reconstruction**

In 2016, the Agency approved \$4.56 million in partnership funding for the City of CDA's revitalization / reconstruction initiative of the portion of Seltice Way located within the Agency's River District, beginning near the Prairie Trail underpass at Riverstone extending west to the City of Huetter. Project construction began in the spring of 2017 and will be completed in the spring of 2018.

- **Riverstone, Riverstone West Phase 1 & Mill River Owner Participation Agreements (OPAs)**

The Agency's OPA involving the Riverstone West Phase 1 initiative continued in 2017. The Riverstone and Mill River OPAs have been retired. All three of these mix use projects have reclaimed brown field sites along the Spokane River creating public space (in the form of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

- **Coeur d'Alene Downtown Association Partnership**

During 2017, the Agency continued efforts to strengthen the economic viability of the downtown core via a partnership with the Downtown Association. The Agency Board approved a \$31,250 downtown event contract with the Downtown Association for their "Events" program (e.g. parades, Car d'Lane, Ironman, street fair).

- **Coeur d'Alene Downtown ADA Compliance Sidewalks Partnership**

In 2013, the Agency agreed to \$70,000 in partnership funding with the City of CDA and the CDA Downtown Association to address ADA compliance issues associated with sidewalks located on Sherman Avenue and Lakeside Avenues (between 1st and 7th Streets) as well as properties abutting the side streets between Sherman and Lakeside (e.g., 1st, 2nd, 3rd, etc.). The Agency's funding commitment, originally intended to be spread evenly over the 2014 and 2015 fiscal years, pertains to an Agency targeted funding role re. the installation of new ADA compliant pedestrian ramps in the aforementioned downtown sidewalk enhancement initiative area.

➤ 2017 Update: To date, the Agency has paid \$48,137 of the \$70,000 funding commitment.

- **Communications / Outreach**

The Agency continued its communication outreach efforts in 2017 primarily by utilizing the strength of the Agency's website (www.ignitecda.org). Additionally, the Agency continued implementation of its communication strategy by inviting stakeholders to Agency board meetings and continued outreach efforts to the Coeur d'Alene community through presentations, videos and visits with interested target audiences.

The Agency, in partnership with the CDA Chamber of Commerce, has Teree Taylor as a part time online communication technical specialist. Ms. Taylor, who is employed by

the CDA Chamber of Commerce, provides technical website and graphic design expertise to the Agency and the Chamber.

▪ **Key Partnerships**

During 2017, the Agency Board continued efforts to strengthen partnerships with key organizations and community stakeholders including: City of Coeur d'Alene, Kootenai County, Jobs Plus, Downtown Association, CDA Chamber of Commerce, Area & Regional Developers, Kootenai Health and Educational Institutions.

▪ **Lake District Strategic Property Portfolio**

The Agency has previously purchased certain real property as identified in Exhibit A to the annual report. The Agency intends to take advantage of these strategically located properties to achieve strategic goals within the Agency's Lake District. While some of these properties have been owned for more than three years, the Agency is committed to move forward with planned redevelopment initiatives in an expeditious manner subject to market conditions and initiative timing. In 2014, the Agency divested of one strategic property (728 Sherman Avenue) as this property no longer served a potential strategic use for the Agency.

Board Membership

2017 ignite cda Board

Leadership

Scott Hoskins, Chair

Alivia Metts, Vice Chair

Members

Alivia Metts

Deanna Goodlander

Brad Jordan

Jim Chapkis

Sarah Garcia

Steve Widmyer

Mic Armon

Scott Hoskins

Dan English

Denny Davis (retired May 2017)

Justin Druffel (retired July 2017)

Looking Forward to 2018 and Beyond

As shared earlier in this report, the Agency Board has established long-term (strategic) goals to guide its annual (tactical) goal setting process.

Summary

The Agency Board of Commissioners believes in continuous improvement, and thus continues to refine the Agency's business model. The Agency's presence, practices and functionality continues to be recognized by community leaders as both a key economic development catalyst for the Coeur d'Alene area, as well as an organization that creates great overall public value for the citizens in the community.

Exhibit A

ignite cda Lake District Strategic Property Portfolio

720 E. Young Avenue
Young Avenue Lots
Library (Jameson) Property
630 N. Park Drive
620 N. Park Drive
311 Lakeside Avenue
821 N. 4th Street
622 N. Park Drive
308 CDA Avenue
618 N. Park Drive
612 N. Park Drive
626 N. Park Drive
515 W. Garden Avenue*
632 N. Park Drive
516 N. Park Drive
213 N. 4th Street
518 N. Park Drive
712 E. Young Avenue
813-817 N. 4th Street
301 E. Lakeside Avenue
839 3rd / 845 4th Lots
823 N. 4th Street
214 N. 3 rd Street
Abandoned RR r-o-w**
N. Park Drive Property*

* In 2017, the Agency entered into a trade agreement with the City of CDA, transferring ownership of the 515 W. Garden Avenue property to the City, and receiving City-owned property on N. Park Drive.

** In 2017, a section of Agency-owned right of way located east of Beebe Boulevard was declared surplus and offered for sale. Plans are to close on the sale of this section of right of way property in 2018.

FINANCIAL STATEMENTS

Audited

Fiscal Year 2017 Year End Balance Sheet

&

Fiscal Year 2017 Year End Income Sheet

ignite cda

**GOVERNMENTAL FUNDS
BALANCE SHEET
September 30, 2017**

	Lake District	River District	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 5,132,732	\$ 4,926,962	\$ 10,059,694
Property taxes receivable	244,606	101,490	346,096
Tenant deposits	3,029	-	3,029
Restricted cash - bond reserve	793,653	-	793,653
Total assets	<u>\$ 6,174,020</u>	<u>\$ 5,028,452</u>	<u>\$ 11,202,472</u>
LIABILITIES			
Accounts payable	\$ 89,989	\$ 246,174	\$ 336,163
Accrued payroll and taxes	3,886	-	3,886
Due to other governments	347	115	462
Tenant deposits	3,629	-	3,629
Total liabilities	<u>97,851</u>	<u>246,289</u>	<u>344,140</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue- property taxes	<u>218,489</u>	<u>93,806</u>	<u>312,295</u>
Total deferred inflows of resources	<u>218,489</u>	<u>93,806</u>	<u>312,295</u>
FUND BALANCES			
Restricted	<u>5,857,680</u>	<u>4,688,357</u>	<u>10,546,037</u>
Total fund balances	<u>5,857,680</u>	<u>4,688,357</u>	<u>10,546,037</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 6,174,020</u>	<u>\$ 5,028,452</u>	<u>\$ 11,202,472</u>

GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2017

	Lake District	River District	Total Governmental Funds
REVENUES			
Tax increment revenue	\$ 4,344,416	\$ 1,321,992	\$ 5,666,408
Rental income	103,460	-	103,460
Penalties and interest on past due property taxes	39,745	9,168	48,913
Interest earnings	4,399	5,091	9,490
Total revenues	<u>4,492,020</u>	<u>1,336,251</u>	<u>5,828,271</u>
EXPENDITURES			
Current:			
Arts	86,879	26,280	113,159
Dues and subscriptions	7,267	7,267	14,534
Insurance	2,712	2,712	5,424
Miscellaneous	337	336	673
Office overhead	2,925	2,925	5,850
Partnership initiatives	241,000	-	241,000
Professional services	123,098	70,535	193,633
Project reimbursements	81,070	427,056	508,126
Property management	143,070	-	143,070
Public improvements	292,771	2,450,545	2,743,316
Travel and meetings	2,303	2,303	4,606
Wages, benefits and payroll taxes	88,694	88,695	177,389
Debt service:			-
Interest	145,102	-	145,102
Principal payments	1,757,231	-	1,757,231
Capital outlay:			
General government	1,067,437	-	1,067,437
Total expenditures	<u>4,041,896</u>	<u>3,078,654</u>	<u>7,120,550</u>
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES	<u>450,124</u>	<u>(1,742,403)</u>	<u>(1,292,279)</u>
OTHER FINANCING SOURCES			
Proceeds from debt financing	60,000	-	60,000
Total other financing sources	<u>60,000</u>	<u>-</u>	<u>60,000</u>
NET CHANGE IN FUND BALANCES	510,124	(1,742,403)	(1,232,279)
FUND BALANCES, beginning of year	<u>5,347,556</u>	<u>6,430,760</u>	<u>11,778,316</u>
FUND BALANCES, end of year	<u>\$ 5,857,680</u>	<u>\$ 4,688,357</u>	<u>\$ 10,546,037</u>

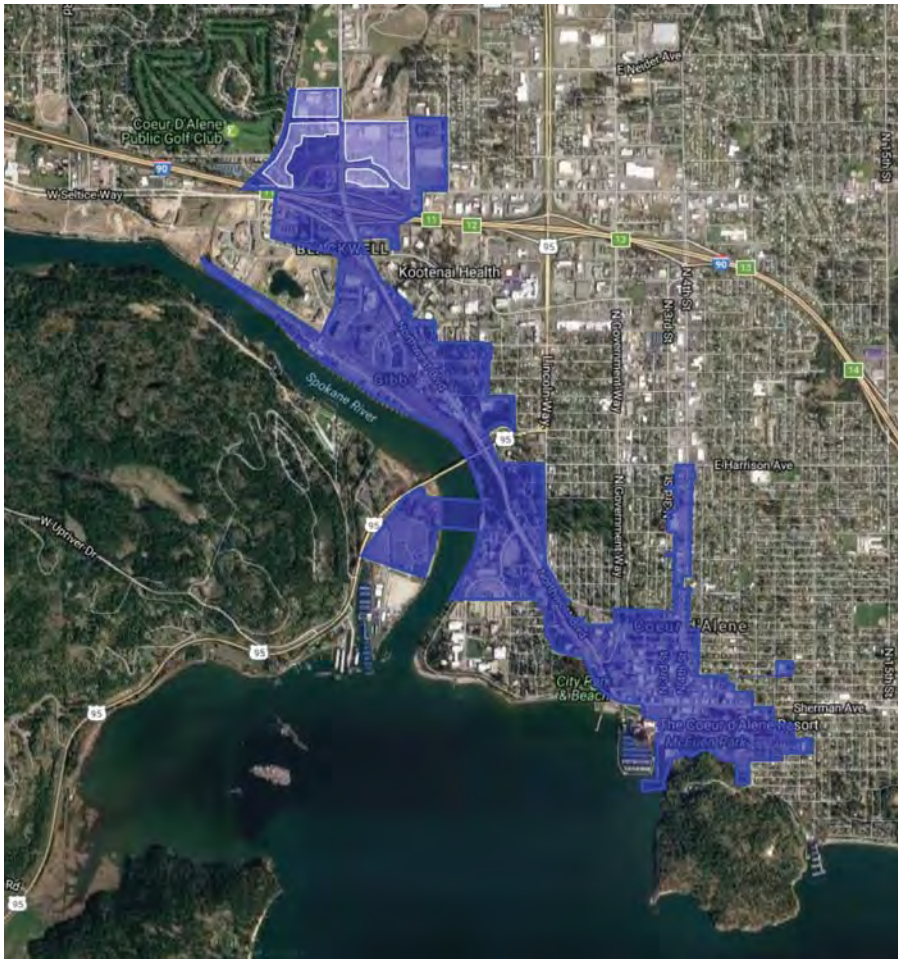


2017 ANNUAL REPORT
PRESENTATION TO
COEUR D'ALENE CITY COUNCIL

February 6, 2018

ignite cda
City of CDA's Redevelopment Agency

- ❖ Agency formed by Mayor / Council in 1997
- ❖ Lake District established in 1997
 - ❖ Sunsets in 4 years
- ❖ River District established in 2003
 - ❖ Sunsets in 10 years



Lake District:
Post De-Annexation
Sunsets in 4 Years



River District: Post De-Annexation Sunsets in 10 Years



ignite cda – Vision & Mission

VISION is to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Our **MISSION** is to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.



2017 Board of Commissioners

Scott Hoskins: Chair

Alivia Metts: Vice-Chair

Deanna Goodlander

Brad Jordan

Mic Armon

Steve Widmyer

Jim Chapkis

Sarah Garcia

Dan English

Denny Davis: retired May 2017

Justin Druffel: retired July 2017



Commissioner Denny Davis



Commissioner Davis retired from the ignite cda Board following 12 years of public service to the community of Coeur d'Alene, including several years as board chairman. Mr. Davis helped the community achieve great success on many fronts including: economic (including job creation and job retention), quality of life and sense of place. His vision and commitment were instrumental in creating public / private partnerships that will provide lasting benefits for the community.

Commissioner Justin Druffel



Commissioner Druffel retired from the ignite cda Board following 6 years of public service to the community of Coeur d'Alene. As shared in regard to Mr. Davis, Mr. Druffel's leadership, vision and commitment were also instrumental in creating public / private partnerships that will provide lasting benefits for the community.

Commissioners Chapkis, English & Garcia



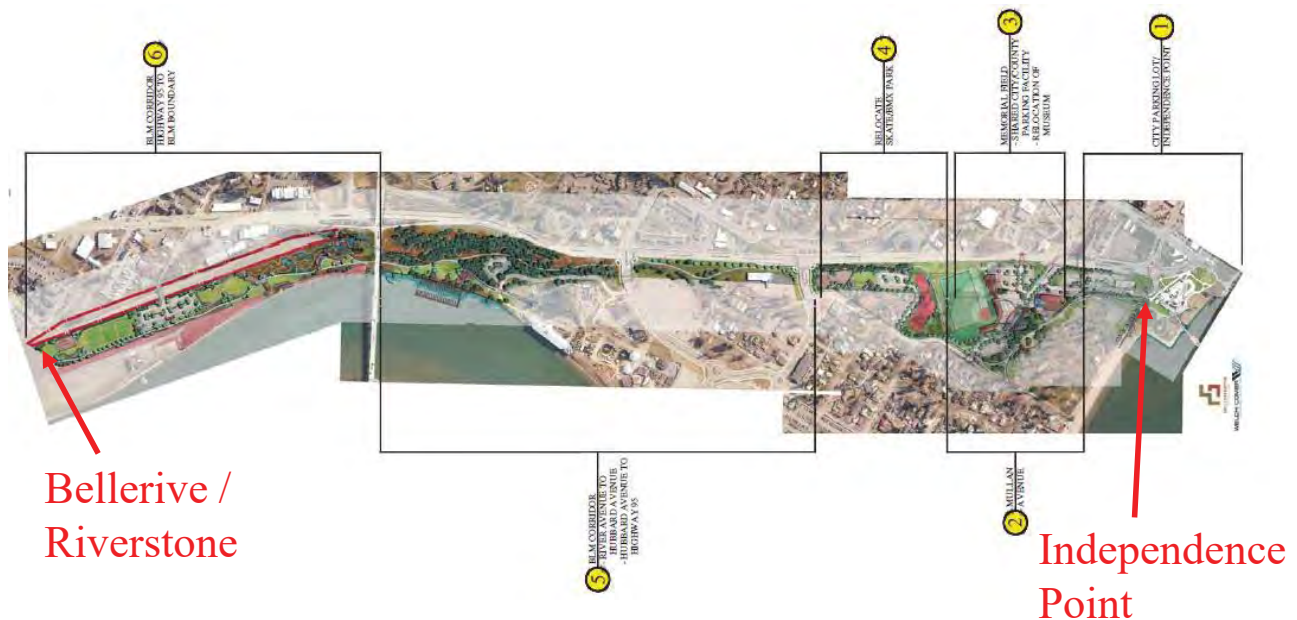
ignite cda welcomed Commissioners Jim Chapkis, Dan English and Sarah Garcia to the Board in 2017. These new board members bring a diverse talent set to the board; ignite cda is fortunate to have community members of this caliber serving on the board.

Ignite cda Initiatives: Updates

- Four Corner Master Plan
- Higher Education Campus Initiative
- Downtown Parking Facility
- Atlas Mill Site
- Re-Development Initiatives
- Performing Arts Center Feasibility Study
- Seltice Way Revitalization
- Urban Land Institute (ULI)
- CDA Downtown Association



Four Corner Master Plan

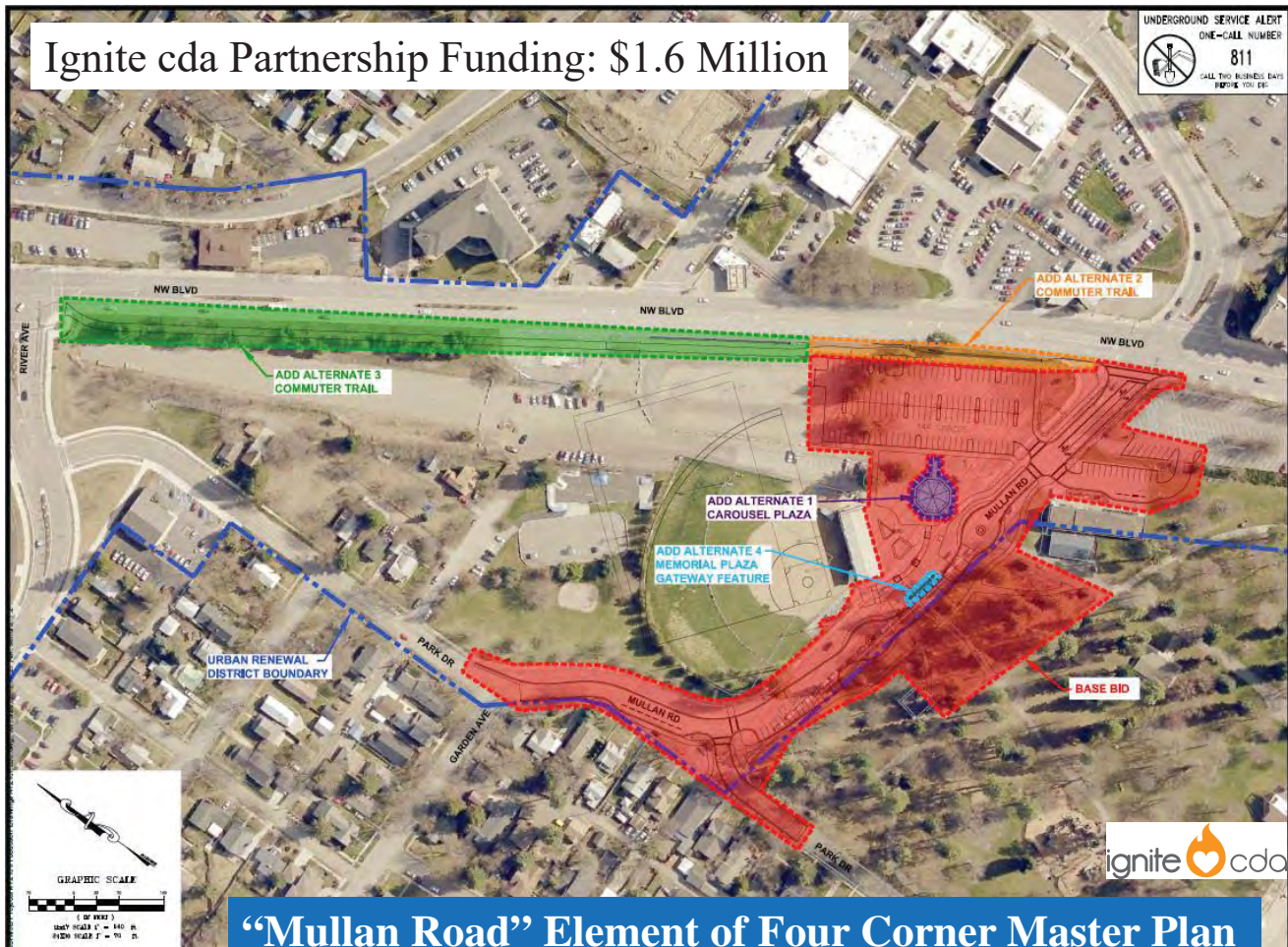


Total Planning Cost: \$118,220

ignite cda Partnership Funding Level: \$88,665 (75%)



Ignite cda Partnership Funding: \$1.6 Million



"Mullan Road" Element of Four Corner Master Plan

Ignite cda Partnership Funding: \$1.5 Million



"Memorial Park" Area Element of Four Corner Master Plan

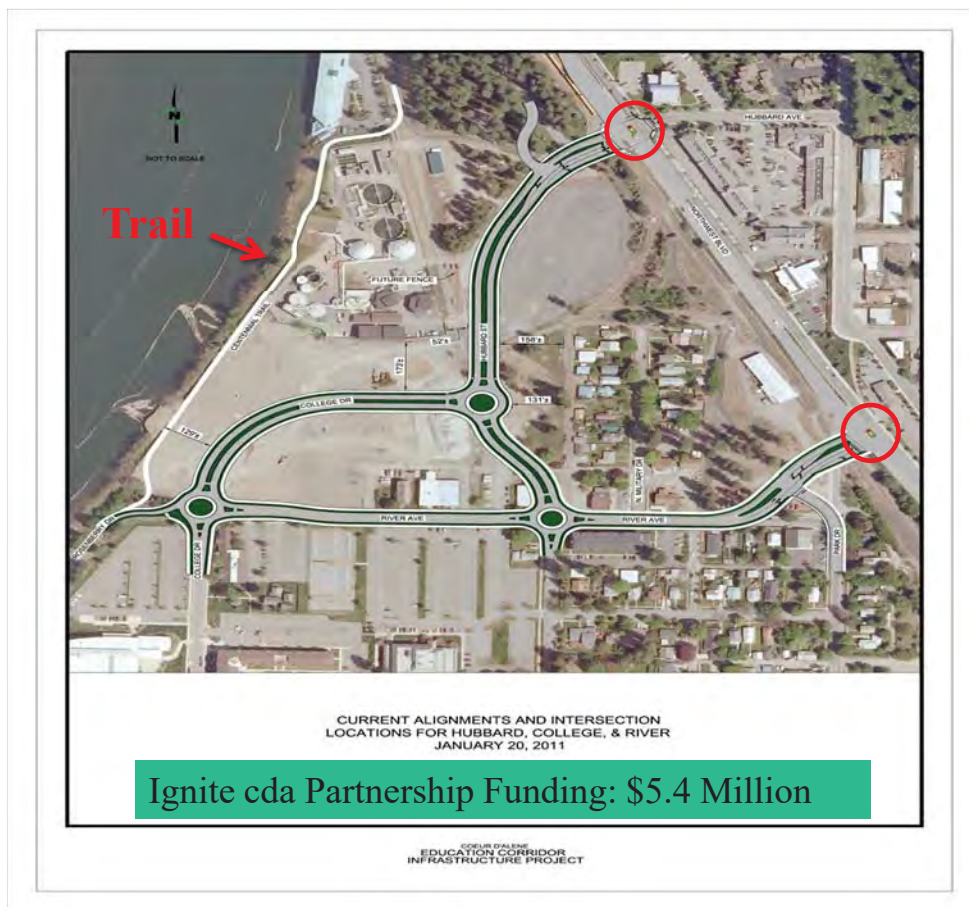
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Higher Education Campus: Former DeArmond Mill Site (Blue Boundary)





Partners:

- ignite cda
- City of CDA
- NIC
- UI
- LCSC
- Fort Ground Homeowners

Higher Education Campus - Public Infrastructure Improvements (2011 & 2012)



Higher Education Campus: Round A-Bout





Higher Education Campus: Round A-Bout

ignite  cda



Higher Education Campus – Roadway

ignite  cda



Higher Education Campus – New River Front Trail



Project Construction Cost: \$8.2M

Project Partners: UI, NIC, LCSC, BSU, ISU, ignite cda, State DPW

Ignite cda Partnership Funding: \$2.5M

Project Timeline: Bidding - January 2018; Occupancy – July 2019



Higher Education Campus – NICE (N. Idaho Collaborative Education) Facility

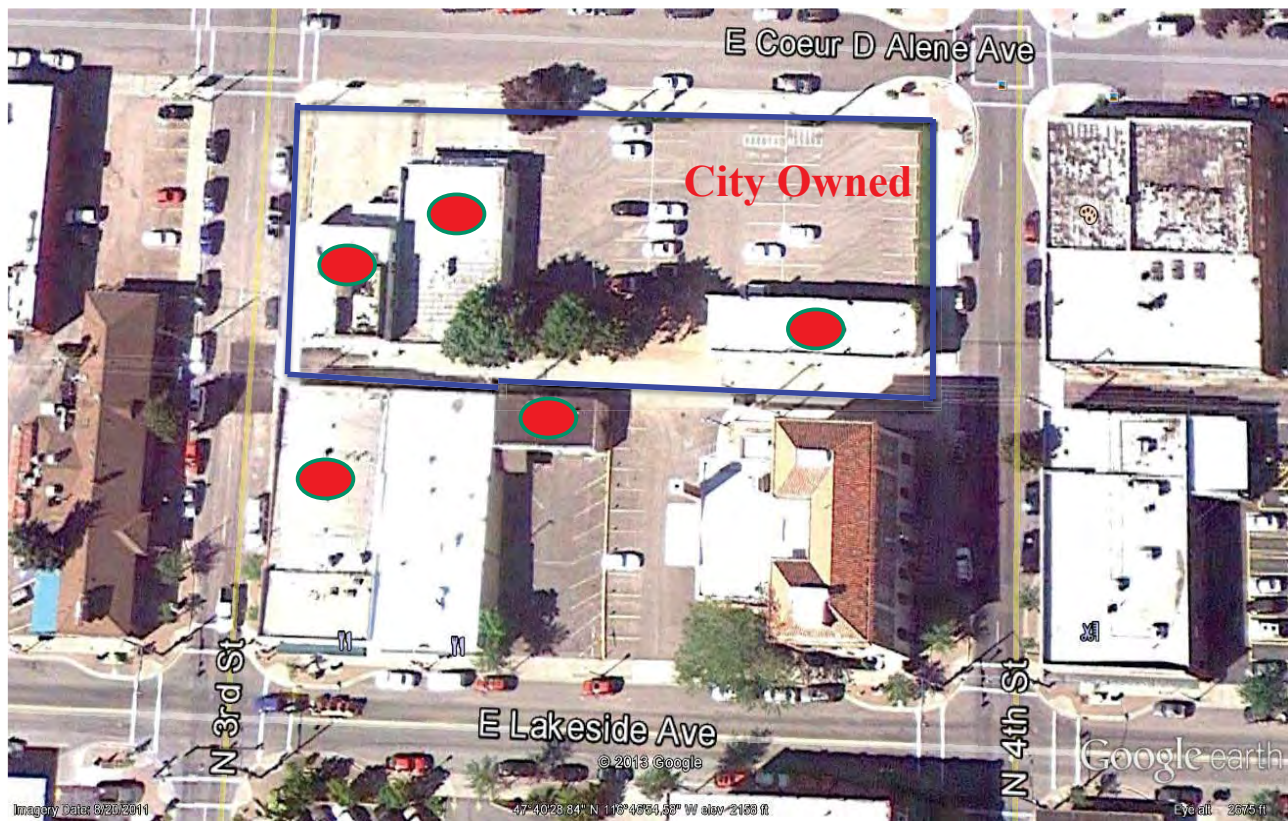




Higher Education Campus – NICE (N. Idaho Collaborative Education) Facility

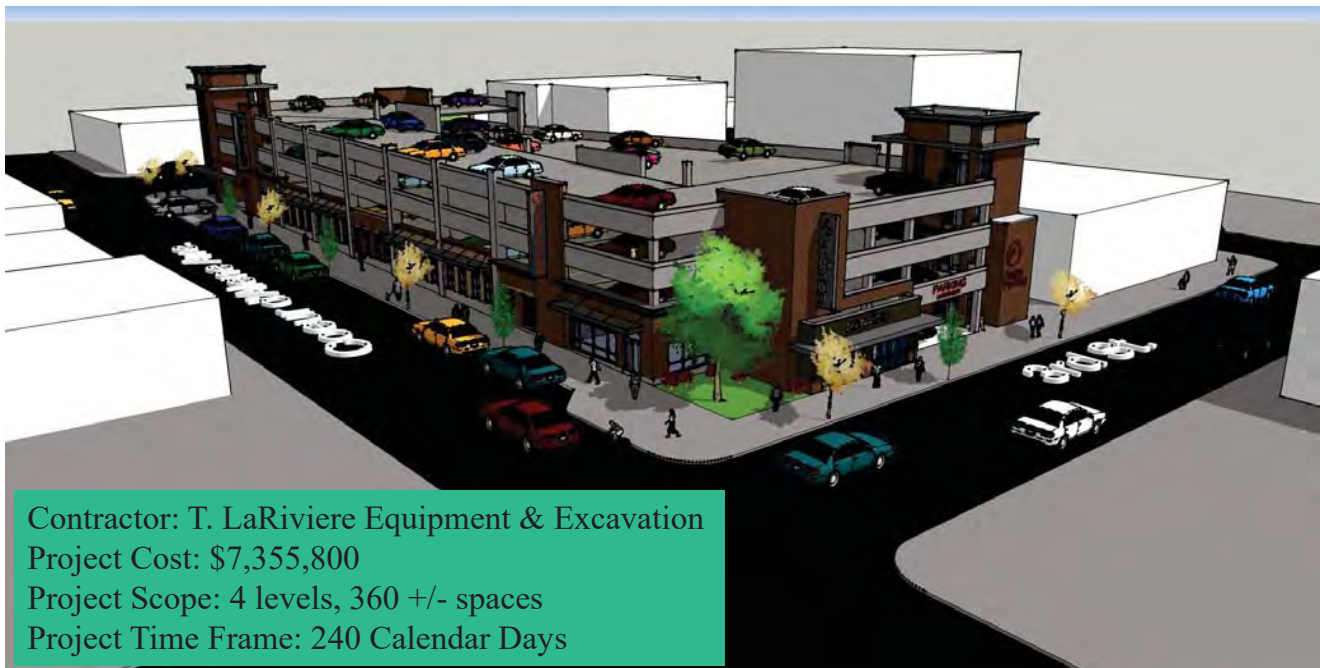
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Downtown - Parking

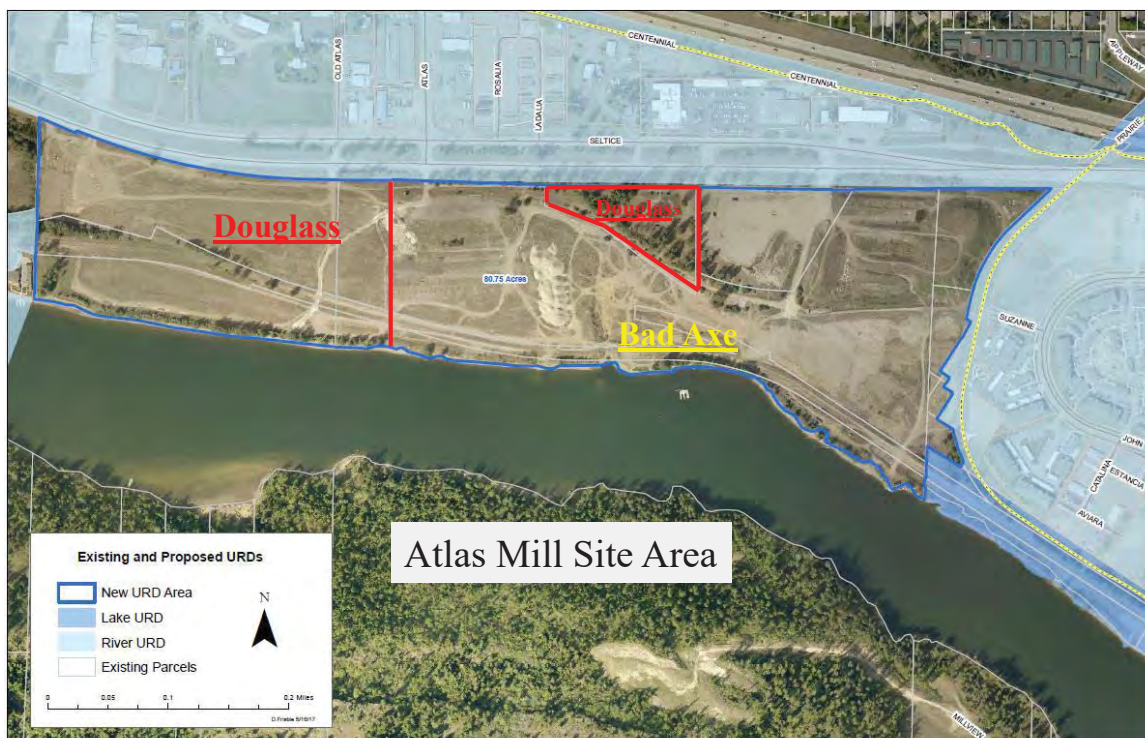
Proposed Parking Facility Footprint (Blue)
Ignite cda Property Ownership (Red Ovals)



Parking Garage Conceptual

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Riverstone Area - 1990

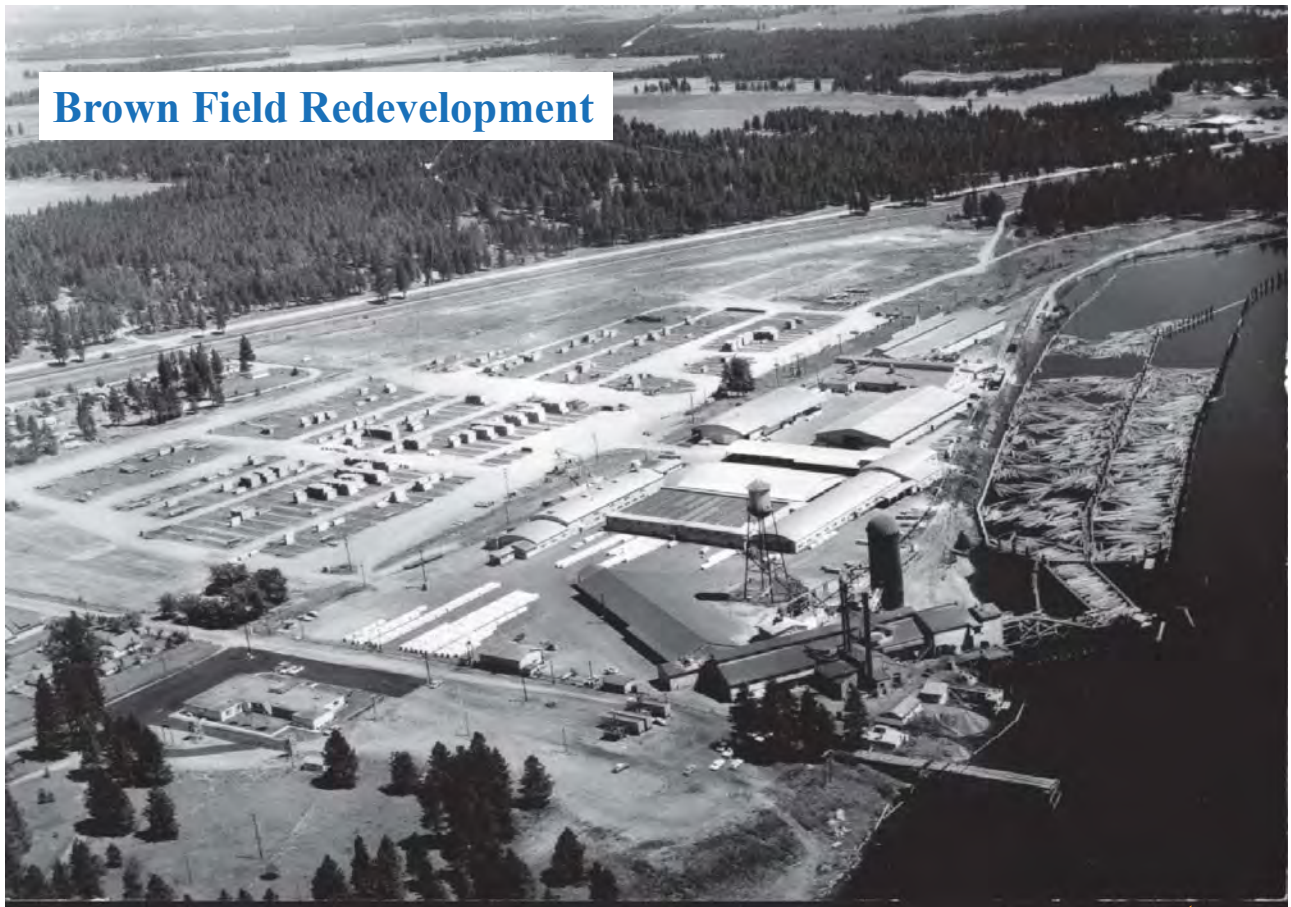


Riverstone West - March 2004



Riverstone (Original) = Red
Riverstone West = Yellow

Brown Field Redevelopment



Mill River (1950): Public/Private Partnership



Mill River (Johnson) Park

**Tax Increment Financing:
Reimbursement Agreement**

Mill River





Midtown Project Area: Current Property Footprint

Ignite cda ownership (Red), THC ownership (Blue)

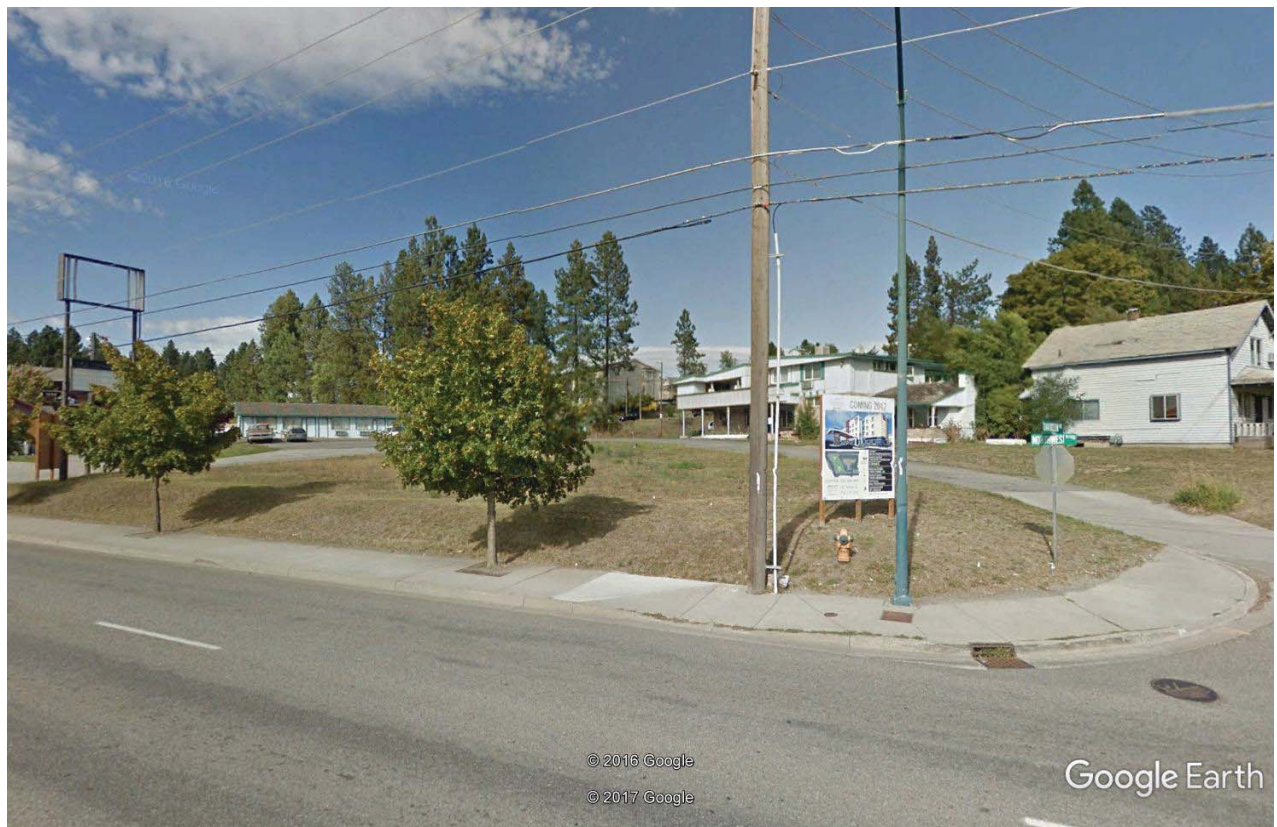


Infill Partnership Project: The Lake Apartments
Before

Ignite cda IRA Funding (Pending): \$568K



Infill Partnership Project: The Lake Apartments
Proposed



Infill Partnership Project: "Coeurllaborate"
Before





ADDITIONAL PADS AVAILABLE

**KIEMLE &
HAGOOD
COMPANY**

PAT EBERLINE
(208) 770-2591

	Architect: MILLER STAUFFER ARCHITECTS
	General Contractor: VANDERVERT CONSTRUCTION
	Structural Engineer: DCI ENGINEERS
	Mechanical Engineer: DUMAIS ROMANS, INC.
	Electrical Engineer: TRIDERA ENGINEERING
	Civil Engineer: MAUL FOSTER ALONGI
	Landscape Architect: CDF LANDSCAPE

DEVELOPED BY RON AYERS

Infill
Partnership
Project:
“Coeurllaborate”
Proposed

Ignite cda IRA
Funding
(Pending): \$680K



Additional Past Partnership Projects:

- **McEuen Park**
- **Kroc Center**
- **McEuen Terrace**
- **Chamber of Commerce Building**
- **Ice Plant Townhomes**
- **Parkside**
- **CDA Public Library**
- **Northwest Place**
- **Sorenson Magnet School**
- **Mill River Seniors**
- **Circuit @ Seltice**



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Partnership Project: Seltice Way Revitalization



Major portion of project completed in 2017.
Project completion scheduled to begin in spring, 2018



Partnership Project: Seltice Way Revitalization

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- Seltice Way Revitalization
- **Urban Land Institute (ULI)**
- **CDA Downtown Association**

2017 > ignite cda Strategic Priorities

Education

- *Higher Education Campus* - Continue partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - *Collaborative Education Facility*
 - *Four Corners Master Plan*
 - *Support Facilities*



2017 > ignite cda Strategic Priorities

Housing

Play a key support role in helping the City achieve its vision for housing in the community, by pursuing opportunities in both the Lake and River Districts



2017 > ignite cda Strategic Priorities

Public Space

McEuen Park / Higher Education Campus & Four Corner Area / Seltice Way / Connectivity

Successes / Continuations:

- CDA Public Library
- Kroc Community Center
- Prairie Trail & Centennial Trail
- Secure long-term public access to the lake and river waterfronts (e.g. [*Mill River \(Johnson\) Park*](#))
- Continue to leverage public funds to create new public parks (e.g. [*Riverstone Park*](#))



Four Corner Master Plan

**City/BLM
Lease Area
Along NW
Boulevard**

**Entire Shaded
Area Located
in Lake
District**



2017 > ignite cda Strategic Priorities

Job Retention / Job Creation

Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and retention in support of emerging industries.



Seltice Way & Atlas Road Area



2017 > ignite cda Strategic Priorities

Public Parking

Ignite cda will help in rationalizing overall parking needs for the Central Business District (CBD), HEC and Kootenai County campus areas.



2017 > ignite cda Strategic Priorities

Midtown

Continue efforts with the City, Midtown property owners, Midtown businesses, and other Midtown stakeholders to identify opportunities to enhance the vitality of the Midtown area.



2017 > ignite cda Strategic Priorities

Downtown

Continue partnership with the City, Downtown property owners, the Downtown Association, and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown.



ignitecda.org



Young Avenue Property Located South of City Hall





Infill Partnership Project: CDA Public Library

Library Footprint = **Blue**; ignite cda Ownership = **Red**



Four Corner Master Plan Area – Property Trade



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

January 16, 2018

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, January 16, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor David Bond with Compel Church gave the invocation.

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

CONSENT CALENDAR: **Motion** by McEvers, seconded by Edinger, to approve the consent calendar.

1. Approval of Council Minutes for the January 2, 2018 Council Meeting.
2. Approval of Public Works Committee Minutes from the January 8, 2018 meeting.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of the Financial Report
5. Setting of Public Works and General Services Committee meetings for January 22, 2018 at 12:00 noon and 4:00 p.m. respectively
6. Setting of a Public Hearing for February 6, 2018 - V-18-1, Vacation of a portion of Lee Court right-of-way adjoining the southerly boundary of the adjusted Lot 4, Block 2, Moen Subdivision
7. **Resolution No. 18-002:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: APPROVAL OF SOLE SOURCE PURCHASE OF PORTABLE RADIOS FOR THE POLICE DEPARTMENT; DECLARATION OF SURPLUS USED VEHICLES FOR THE STREET DEPARTMENT; AND APPROVAL OF A REDUCTION OF BOND FOR GARDEN GROVE SUBDIVISION IMPROVEMENTS.

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

PUBLIC COMMENTS:

Jesse Warburton, also known as “Brother Music,” said that he has been playing music downtown on the street next to his blue van. He had a great summer and fall last year and the people of Coeur d’Alene have lifted him to the highest point of his 55 years of playing music. He has found that the City of Coeur d’Alene does not have any precise ordinances involving street musicians or buskers and would hope that the council could address that issue so that he can feel comfortable here and the police are not called. He noted that it doesn’t enhance your way of performing when you have to answer a lot of questions from police. Mr. Warburton commented that Sandpoint changed their ordinance to 70 decibels within 50 feet. He noted that he likes Coeur d’Alene and doesn’t want to move to a big city and would rather do his music right here.

Councilmember Gookin asked Mr. Gridley where the City was at on the busking issue. Mr. Gridley said that it is one of the summer problems that fades in January but he hasn’t been aware of any conversations or instructions recently regarding doing anything about busking. He noted that the City does have an ordinance that prohibits amplified music that is plainly audible from 50 feet away, but he doesn’t think they are actively working on anything in regard to busking.

Mayor Widmyer said that the issue is amplification as amplification of music gets to be problematic. Mr. Taylor commented that the Arts Commission has had inquiries over the last year and a half regarding busking. The commission supports the idea of some type of system for street performers. The Arts Commission subcommittee will be working to discuss the idea of street performing to initially be educated on what the City can and cannot do. Mr. Taylor noted that there is case law regarding these issues. They will also want to ensure that the Downtown Association is part of that discussion to ensure that they are aware of what they can and cannot do. Mr. Taylor said that they want to find a balanced solution that will continue to promote the downtown in an adequate manner, and are hoping to begin the process within the next month.

Councilmember McEvers wondered where you could do the busking where it is not infringing on somebody else’s business. Mr. Taylor suggested that the subcommittee should start looking at amplified music. As of right now, he doesn’t believe it would be permitted. Mr. Taylor said that they will use their relationship with the Downtown Association to help guide those discussions.

COUNCIL ANNOUNCEMENTS:

Councilmember McEvers commented that on February 17th, at the Coeur d’Alene Resort, the skate park people will be doing a fundraiser. This is the next level of fundraising and is aimed at the community. Councilmember McEvers explained that skating is very individual and it is the community around the skaters, who have all been through it, who support and help each other. He noted that skating isn’t always the thugs, etc., and encouraged the community to support the fundraiser, and commented that a famous skateboarder will be coming to the event.

RESOLUTION No. 18-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FCS GROUP, INC., FOR A WATER RATE STUDY.

STAFF REPORT: Terry Pickel, Water Superintendent, requested authorization to enter into a Consultant Services Agreement with FCS Group, Inc. for a Water Rate Study. He noted that per the Water Department standard practices, staff routinely schedules a rate study every 5 years. The last rate study was completed in 2012 along with the Comprehensive Plan Update, which is done every 10 years. Funding of \$60,000 for the proposed rate study is included in the current fiscal year budget. The only submission received during the Request for Proposals was from FCS Group, Inc. Their initial budget was for \$73,080. Through negotiations and minor revisions of the scope of services, the proposed budget was reduced to \$60,435. Staff should see a significant budget savings on other projects which will cover the additional cost with no budget amendment required. The study will be looking at water rates, classifications, boosted zones, rate structures, service outside city limits, and will also be looking at CAP fees to make sure that the City is charging for CAP fees properly.

DISCUSSION:

Councilmember Gookin asked about public involvement and noted that it doesn't look like there's any money for the consultant to come over and run a public comment forum. He asked Mr. Pickel to make sure that it is part of the process as it goes forward. Mr. Pickel assured the council that they plan on doing that as part of the project. He noted that FCS Group is working with Hayden and Post Falls so they will be over here occasionally, and he will try to work it out when they are here, or the department will take it upon themselves to present the information to the public.

Mr. Taylor asked for clarification from the council as to what they were hoping to receive back from the community related to the rate study so they can properly structure the forum. Councilmember Gookin responded that they are going to be doing something that will hit a lot of people as a surprise, so it would be nice to provide an opportunity for the public to hear what they have in mind, explain why the rates may possibly go up, when and for how long, and allow for public feedback. He noted that it is always good to hear what the public is thinking. Mayor Widmyer commented that they should probably receive feedback from the public forum before the public hearing.

Mr. Pickel commented that, typically, they have presented to the North Idaho Building Contractors Association (NIBCA) before they go out to the public. He also noted that education will be a big priority.

MOTION: Motion by McEvers, seconded by English, to approve Resolution No. 18-003, approving a Consultant Services Agreement with FCS Group, Inc. for a Water Rate Study.

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

AUTHORIZATION OF GRANT SUBMITTAL FOR SHERMAN AVENUE/LAKESIDE AVENUE TRAFFIC SIGNAL LHSIP GRANT.

STAFF REPORT: Chris Bosley, City Engineer, presented a request for approval to submit an application for a Local Highway Safety Improvement Program (LHSIP) grant to upgrade traffic signals on Sherman Avenue and Lakeside Avenue in downtown Coeur d'Alene. He noted that staff has been looking for ways to stretch tax dollars. The existing traffic signals in downtown Coeur d'Alene are outdated and in need of upgrades, with some signals being over 25 years old. Signal upgrades on Sherman Ave and Lakeside Ave are good candidates for this grant, which would improve traffic efficiency, pedestrian safety, and ADA compliance in our downtown. Mr. Bosley noted that they would be taking all of the electronics off of the existing poles, leaving poles there, and would work with the Downtown Association on painting the poles. Then they would install new signal heads and pedestrian push buttons. If the cabinets are good, they would leave them and put in new internals, or they would replace the cabinet itself. Mr. Bosley noted that it would help to improve ADA accessibility downtown and also help to move traffic through because they could get the signals to talk to each other and adapt to changing traffic patterns. He commented that they have issues here and there with the detection failing on the signals and are hoping that they can take care of all of those issues with the grant. The application is due on Thursday and Mr. Bosley noted that he would submit the application tomorrow if given the approval of council to do so.

Mr. Bosley explained that the City's obligation for the grant is \$84,190, which is the estimate of a 7.34% federal match, would give the City about \$1,147,000. The project wouldn't begin until 2020 so the City would not have to have the money until that point and would have time to get the funds into the budget cycle.

DISCUSSION:

Councilmember McEvers asked if, by doing something like this, if some of the traffic signals could be eliminated. Mr. Bosley said that it probably wouldn't be a good idea to eliminate some of them because the traffic pattern is dependent on them. He noted that the upgrades would definitely help the signals to communicate with each other and be able to move traffic better.

Councilmember McEvers commented that it seems like the funds would do a lot of good all over the city. Mr. Bosley responded that part of the application was to identify places that had some safety issues. The consultant that put the grant together had taken all of the pedestrian, bicycle and vehicle crashes and factored it in. Expanding out of the downtown area would reduce the cost/benefit ratio and make it less likely that the City would be awarded the grant. Mr. Bosley said they found that rolling Lakeside into the grant application doesn't affect the cost/benefit ratio too badly and they could get a good "bang for their buck." He confirmed that there were some left turn yellow flashing lights included in the plan.

Councilmember Miller asked if this would prohibit the City from receiving a similar grant for the East Sherman area, or as the parking garage comes online and there are more signals needed in that area. Mr. Bosley responded that this grant normally comes up every year, and if the City were awarded the grant, they would not be allowed to apply for this safety grant on these intersections for two years. The City can apply for the safety grant next year in other areas of the city.

Councilmember Gookin commented that when they had the consultant out for East Sherman, he recommended that they not have pedestrian push buttons downtown, but that it should just be on a timer. Mr. Bosley responded that some cities with high pedestrian traffic do provide pedestrian push buttons as a help for the pedestrians to cross the road, but it does slow down vehicle traffic.

Councilmember Gookin wondered if the council would be creating an obligation for a future council since they don't have to spend the money until 2020. Mayor Widmyer commented that the future council always has the option of turning it down. Councilmember Gookin proposed that if the council wants to approve the grant application, that they actually put the money in next year's budget and just not spend it and just keep rolling it over. Mr. Gridley commented that Article 8, Section 3 of the Idaho Constitution has language about expenditures that exceed revenue that year. He commented that he thinks that they can enter into longer term agreements or contracts as long as they don't exceed anticipated revenues.

Councilmember Gookin said that there has been talk about changing the traffic direction on Sherman and Lakeside, to make them one-way streets. He asked how that would impact the grant if that came to fruition. Mr. Bosley responded that each of the signals would have to be reconfigured with the heads on the right side, etc. He assumes that it could be accomplished, but it wouldn't be free. He also commented that he doesn't know how likely that is to happen in the near future.

Councilmember Edinger asked Mr. Bosley when they would hear if the City had received the grant. Mr. Bosley responded that it would be a couple of months from now.

Councilmember English expressed his support for anything that would help with the traffic flow downtown.

MOTION: Motion by Miller, seconded by Edinger, to authorize grant submittal of a LHSIP Grant for Sherman Avenue/Lakeside Avenue traffic signal. **Motion carried.**

RESOLUTION NO. 18-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING FEES FOR SHORT-TERM RENTALS.

STAFF REPORT: Sean Holm, Senior Planner, presented a request for council to approve the fees for short term rentals. He noted that on December 5, 2017 the City Council adopted the Short-Term (Vacation) Rental Ordinance. Prior to that time, Mr. Holm said that he sent an email

to over 300 participants and stakeholders. The stakeholders have also been notified of the proposed fees. Mr. Holm informed the Council that the estimated fees would be approximately \$285.00 for the first year permits and that renewals would be \$96.00. The fees are based on the fully loaded hourly rate (including insurance costs) for staff in each of the departments that would be involved in reviewing and issuing the permits and code enforcement. The permit prices would cover staff time and the cost of printing trifolds for short-term rentals. The City would not generate any revenue from the permit fee.

Mayor Widmyer opened the meeting for public testimony. There was none.

Public testimony was closed.

DISCUSSION: Councilmember McEvers said that he was not exactly happy with the pricing but felt that council needed to be supportive as it is a beginning.

MOTION: Motion by McEvers, seconded by English, to approve Resolution No. 18-004, approving fees for Short Term Rentals as follows: Short-Term (Vacation) Rental Permits 1st year: \$285.00 and Short-Term (Vacation) Rental Permits Renewals: \$96.00.

DISCUSSION:

Councilmember Gookin said that he met with Mr. Holm today and went over the fee structure as he was curious about justification of the fee. He commented that the fee is “ball parked” and may be too high or too low, but they will figure it out and you have to start somewhere. He noted that he will still oppose the motion because he thinks the whole thing is done wrong and that a break should be given to those who reside in their homes, with a higher fee for those that do not reside in the homes.

Councilmember Miller asked Mr. Holm how many people weighed in. Mr. Holm said that he did not have an exact number but estimated about eight. Of those eight, five or six were okay with it, and a couple were not. Councilmember Miller asked if it is something that will be reviewed, and what would be the time frame. Mr. Holm said that at this point it is set up to be an annual renewal, so after the initial buy in and one year renewal, he believes that in two years they will have a really good idea of where they sit.

ROLL CALL: Gookin, No; English, Aye; Edinger, No; Evans, Aye; Miller, Aye; McEvers, Aye. **Motion carried.**

(LEGISLATIVE PUBLIC HEARING) THE 2018-2022 CONSOLIDATED PLAN GOALS, PROPOSED ACTIVITIES, ESTIMATED FUNDING THE CITY EXPECTS TO RECEIVE, AND THE EXPECTED BENEFICIARIES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

STAFF REPORT: Michelle Cushing, CDBG Specialist, presented a request for approval of the 2018-2022 Draft 5-Year Consolidated Plan, and approval of the 2018 Annual Action Plan. The City of Coeur d’Alene receives an annual direct allocation of HUD Community development

Block Grant (CDBG) funds. Every 5 years the City is required to complete a revised Consolidated Plan based on an updated Housing Needs Assessment and Housing Barriers Analysis, as well as in accordance with the adopted citizen participation plan. Both the 5-Year Consolidated Plan and the Annual Action Plan are intended to be outlines regarding how the City intends to spend the CDBG funds and fulfill its program reporting requirements.

Two Citizen Participation Workshops were held as part of the Consolidated Planning Process, one on November 2, 2017 and the other on November 30, 2017. A 30-Day Public Comment period was held between December 15, 2017 and January 2018. Ms. Cushing noted that today's public hearing, the 30-Day Comment period, and citizen participation workshop were advertised to the public through Coeur d'Alene Press notices, Public Education and Government Channel ads, the city's Facebook and website updates, shared community flyers, and ongoing email communications to 139 community stakeholders.

The Plan Year 2018 allocation is estimated to be \$243,000, which cannot be verified until the Federal government finalizes their budget.

Ms. Cushing reviewed the history of Coeur d'Alene's CDBG involvement, and the 2018-2022 Goals, which she noted align 100% with the past 5 Year Plan goals. Each year activities must meet a national objective and be a HUD approved activity, must meet Annual Action and Consolidated Plan goals and be feasible to administrator. Ms. Cushing reviewed the goal successes and noted that all projects have progressed as anticipated. Two goals that didn't receive funding were increase of for sale affordable housing and economic development as those goals are expensive and the City would need partners to enter into projects.

Ms. Cushing reviewed highlights from the last five years, including 81 homes that have been rehabilitated through the EMRAP program, and ADA Compliant sidewalks improved within low-income Census tracts, and Community Opportunity Grant Awards. She also reviewed the 2013-2017 grant allocation, with a total allocation of almost \$1.5 million dollars.

Ms. Cushing reviewed the proposed 2018 Annual action plan budget.

2018 Annual Action Plan Funding amount (Percentage to stay the same no matter what the final allocation)	Line Item
6% (\$14,600.00)	Sidewalk Accessibility/Repairs
20.5% (\$50,000.00)	Emergency Minor Home Repairs and Accessibility Program (EMRAP)
53.5% (\$129,800.00)	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)

20% (\$48,600.00)	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel-- Subject to 20% cap of annual allocation budget)
\$243,000	

DISCUSSION: Ms. Cushing said that the 2017 budget was \$301,000, which is about a \$60,000 difference. She noted that they based most of the funding suggestions off of last year's funding cycle.

Councilmember Gookin asked about the \$50,000 worth of EMRAP and how many repairs would that be based on previous data. Ms. Cushing said that, on average, they allow up to \$5,000 per household maximum but it seems like the average is about \$2,500. If there were ten maximum applications, then would be ten households per year, but it could be as many as 20.

Councilmember Gookin asked if they have ever had a situation where it was underfunded. Ms. Cushing said that she believes so, but because the funds tend to roll over, they can use the older funds first. In past years they have had to tell people that they had to wait and apply again.

Councilmember Edinger asked if council wanted to increase the Meals on Meals from \$3,000 to \$5,000, how would they go about doing it?

Mayor Widmyer asked if they raised the Meals on Wheels, would it take away from anything else? Ms. Cushing explained that the allocation for Meals on Wheels is the only noncompetitive grant that the City has set up so far that is provided to the Lake City Center on an annual basis. She noted that the director told them that the \$3,000 covers one month of food for their program. She suggested that the Community Opportunity Grants fund would be a good source for the money and that she wouldn't recommend cutting the Sidewalk Accessibility Repair fund as it is such a small pot of money that they tend to save a couple of years and then do a larger project.

Ms. Cushing confirmed that they would come back to the council with a list of things to approve for the 2018 allocation.

Councilmember English asked if there are any unexpended funds in the Community Opportunity Grants fund, or under Administration, where it would be flexible enough to come up with the extra requested \$2,000. Ms. Cushing responded that, historically, on average, CDBG administration has cost the City about \$48,000 annually, which includes administration, and travel and training. She explained that there is no unspent money in that category because the City often chooses to roll any excess funds into the EMRAP program.

Councilmember Miller asked Ms. Cushing if she knew of any major or federal funding that is cutting the Meals on Wheels program locally. Ms. Cushing responded that she did not know. Councilmember Miller said that our community is growing and she thinks it would be prudent to think about raising the Meals on Wheels allocation.

Councilmember Gookin asked why the requested \$2,000 increase and why not increase it to \$6,000, which would provide for meals for two months. Mayor Widmyer commented that Meals on Wheels gets a lot of their funding from the federal government and a variety of sources and asked Councilmember Edinger if there was a shortfall. Councilmember Edinger responded that there is sometimes and noted that Meals on Wheels participants have been increasing all the time. Ms. Cushing noted that Meals on Wheels is also welcome to apply for any larger needs.

Councilmember McEvers asked what constitutes a noncompetitive grant and can anybody do it. Ms. Cushing said that she believes it has to come through the council. Councilmember McEvers said that the theory of the Community Opportunity Grants was to touch a lot of people and that it would seem like the noncompetitive grants could get a little upside where the City would be committing things before other people had an opportunity to apply. Councilmember English said that he thinks that prioritizing feeding seniors is very appropriate and thinks moving it to \$5,000 is a very appropriate level.

Mayor Widmyer asked Ms. Cushing to describe the noncompetitive process and the thought behind it. Ms. Cushing said that it is just a way of tracking those funds and making sure they stay underneath the 15% public service cap. To her knowledge, this is the only noncompetitive grant that the City has entered into through CDBG funds.

Mayor Widmyer opened for public testimony. There was none.

Public testimony was closed.

MOTION: Motion by Edinger, seconded by Gookin, to approve the City's third 5-Year Consolidated Plan for Program Years 2018-2022 and the 2018 Annual Action Plan Budget for submittal to HUD, with an crease in the Meals on Wheels noncompetitive grant to \$5,000.

Motion carried.

Mayor Widmyer commended Ms. Cushing on the wonderful job she has done as CDBG Specialist.

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

The meeting adjourned at 7:12 p.m.

ATTEST:

Steve Widmyer, Mayor

Amy C. Ferguson, Deputy City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: January 31, 2018
FROM: Chris Bosley – City Engineer;
Hilary Anderson – Community Planning Director
SUBJECT: Park Drive Plat Clarifications

=====

DECISION POINT:

Should the City Council approve the Park Drive Plat clarifications?

HISTORY:

The City approved the Park Drive Plat on December 19, 2017. Throughout the Planning Commission and City Council hearings, the applicant, ignite cda, proposed and the City accepted several unique more restrictive plat features including: defined single family home building envelopes, no lot consolidations, no accessory dwelling units, and alley access only. These restrictions are shown on the plat (see attached) except for the alley only access, which can be enforced by the City at the building permit stage. The plat restrictions have created the un-intended consequence of “clouding” the ability to construct accessory structures outside the single-family home building envelope. This clarification makes allowed development opportunities clear.

FINANCIAL ANALYSIS:

The plat clarifications provide more clarity to potential lot purchasers as to what is allowed for development of these lots. Greater clarity will enhance the lot values and will reduce questions to staff, saving staff time.

PERFORMANCE ANALYSIS:

Approval of this plat clarification will allow ignite cda to record this map on all of the subdivision lots. The recorded map will appear in a title report providing potential lot purchasers with clarity and certainty regarding accessory structures. Ignite cda offered to also show “no access” from Park Drive and portions of the alley to provide greater clarity and to limit future driveway requests.

DECISION POINT/RECOMMENDATION:

Staff recommends the City Council approve the plat clarifications.



Dear Mr. Bosley:

February 1, 2018

Ignite cda recently finalized and recorded the ignite cda at Park Drive Plat. The plat included several unique features such as defined single-family building envelopes, no lot consolidations, and deeper front porch setbacks. These unique features were a result of ignite cda responding to several Fort Ground neighborhood concerns. During the plat approval process, Planning and Zoning and the City Council appreciated ignite cda's addressing these neighborhood concerns.

However, the plat restrictions have resulted in potential lot buyer confusion regarding accessory structures, such as garages, off the alley. Ignite cda would like to formally address that confusion by recording the attached "Clarification map" over the entire subdivision. The Clarification map indicates where accessory structures are allowed, per City Code. Nothing in the City platting approval process changed that City Code, but potential purchasers have expressed concern on that point.

To maintain the lot sale value, ignite cda believes it is important for the City to clarify that accessory structures are permitted, per City Code. We have worked closely with your City Planning Department developing the attached map. We also added more clarity to the lot access by showing where access is restricted, which is consistent with our P&Z and City Council presentations and the City approvals.

We trust the Council will find this proposal satisfactory. We are glad to attend the City Council meeting to answer any Council questions.

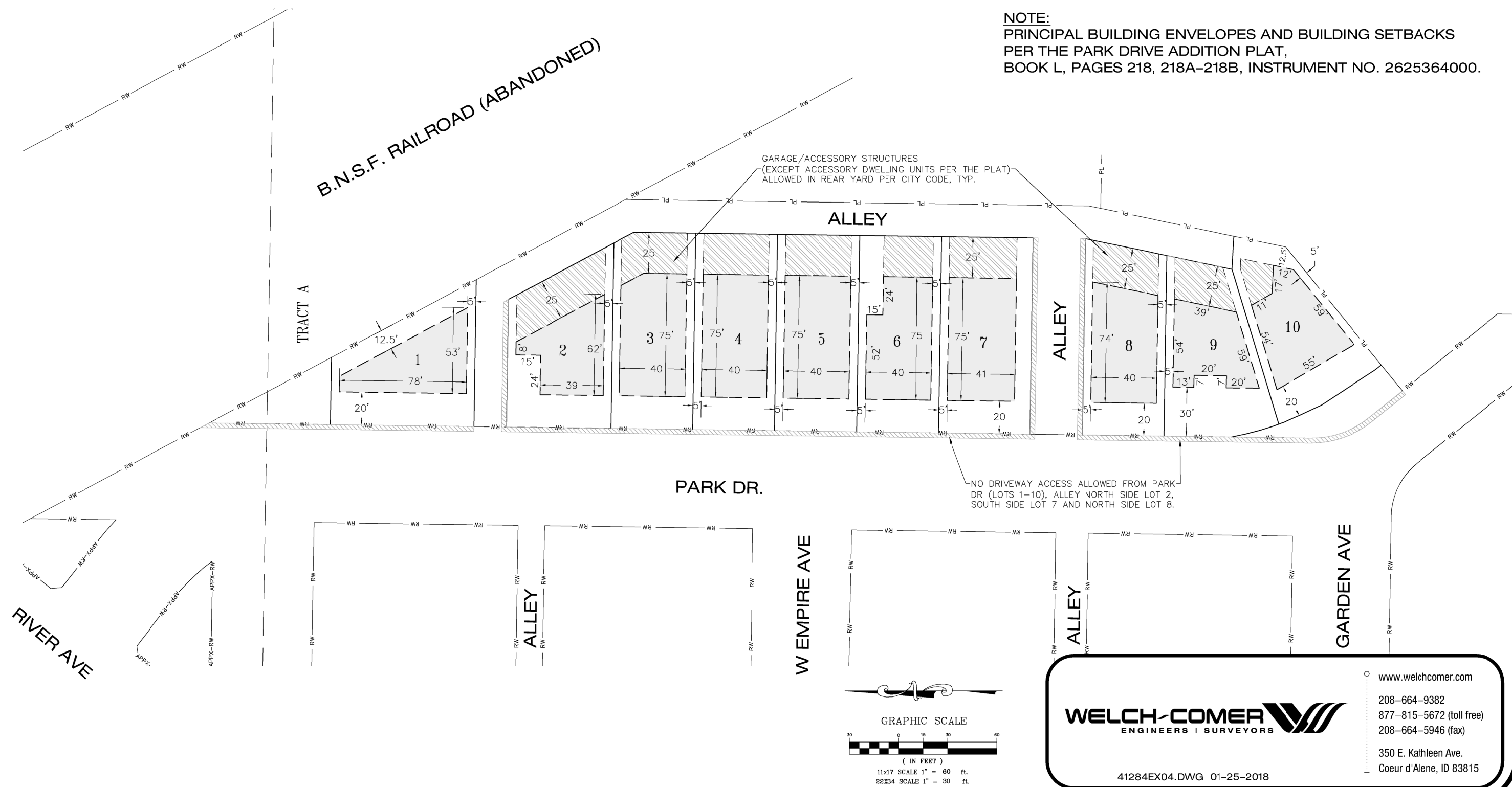
Sincerely,

A handwritten signature in blue ink, appearing to read "ARB", with a long horizontal flourish extending to the right.

Tony Berns, Executive Director

PARK DRIVE ADDITION GARAGE AND ACCESS CLARIFICATION

NOTE:
PRINCIPAL BUILDING ENVELOPES AND BUILDING SETBACKS
PER THE PARK DRIVE ADDITION PLAT,
BOOK L, PAGES 218, 218A-218B, INSTRUMENT NO. 2625364000.

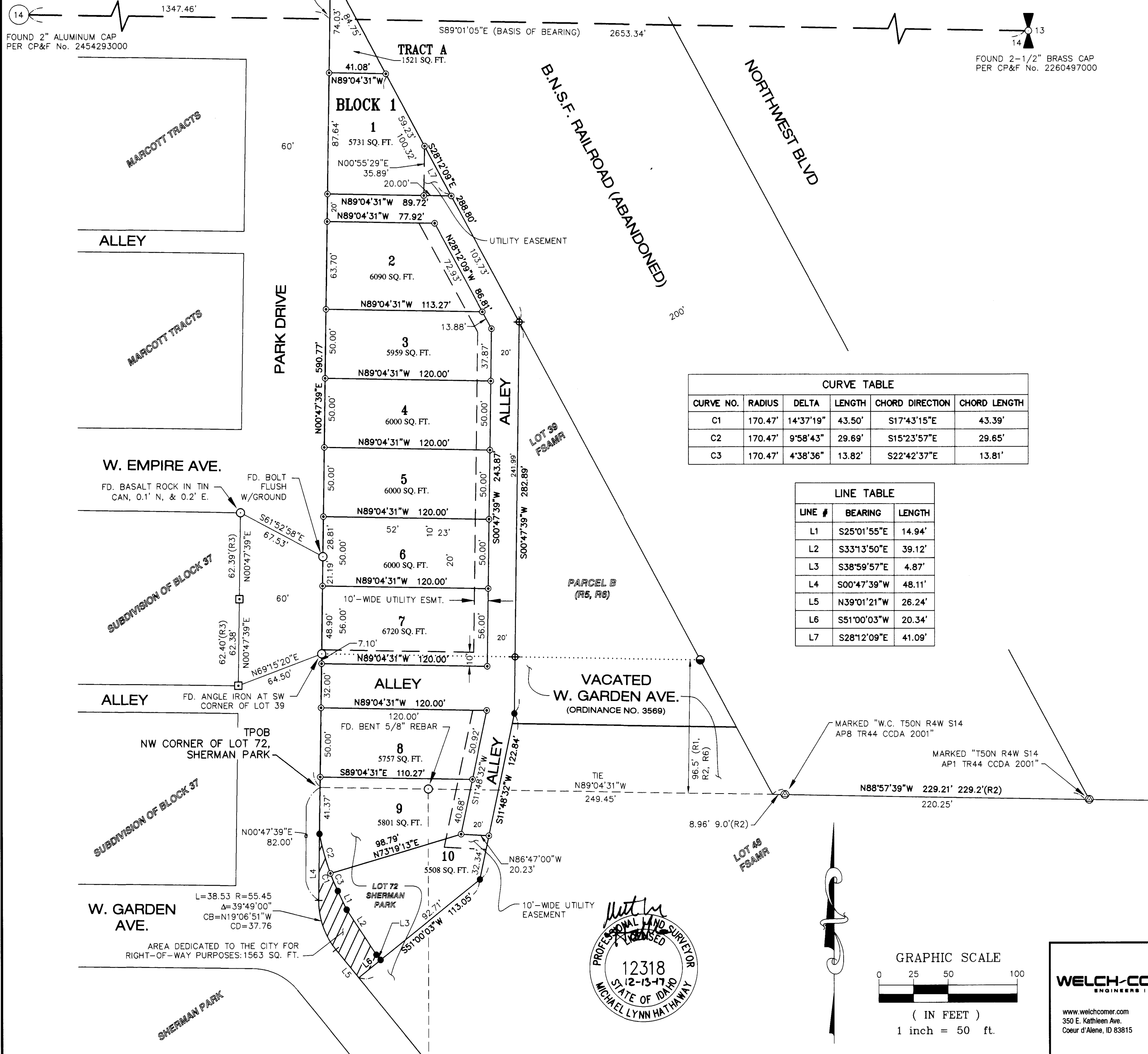


PARK DRIVE ADDITION

A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

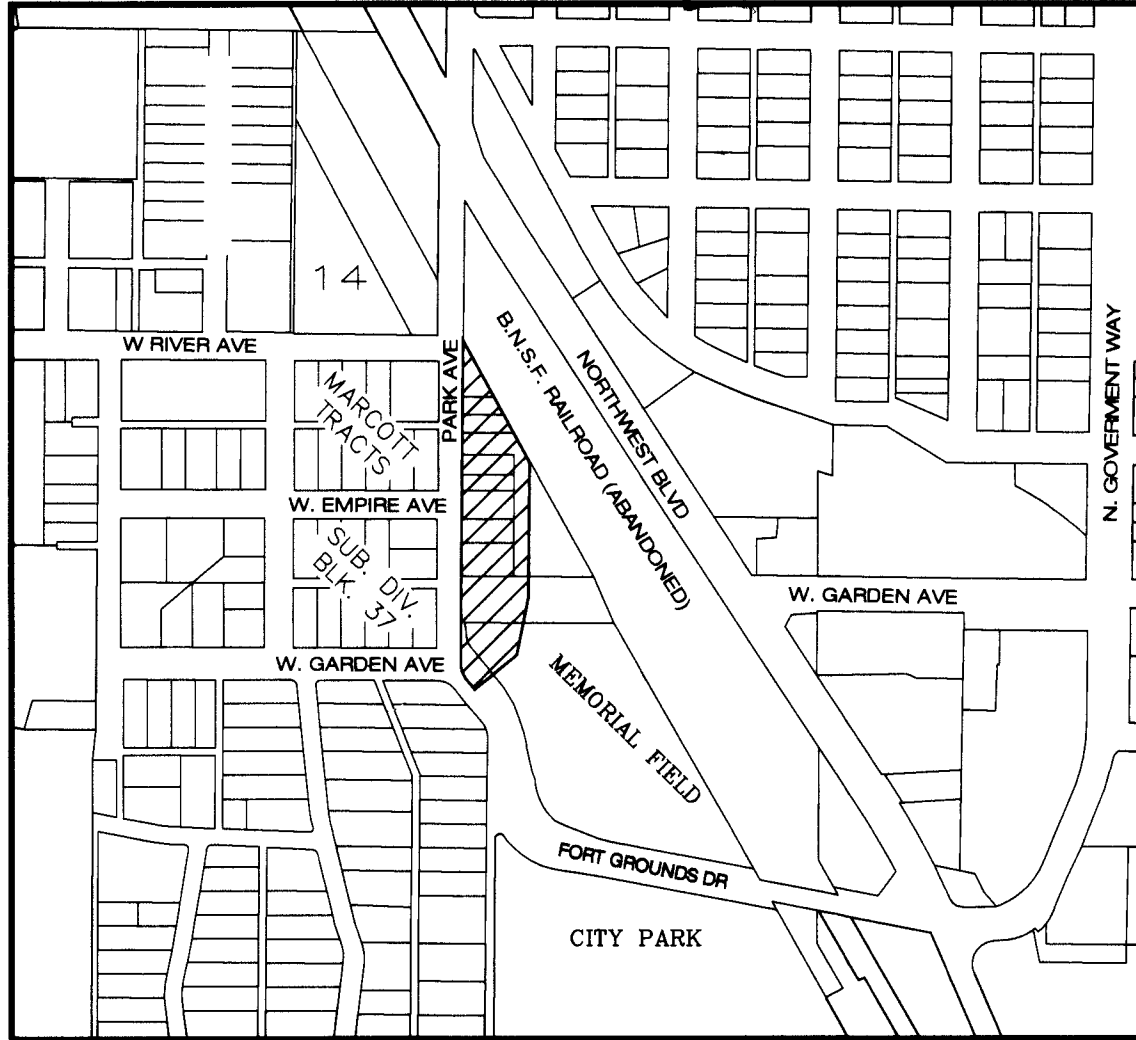
INSTRUMENT No. 2025304000

BOOK L PAGE 218



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	170.47'	14°37'19"	43.50'	S17°43'15"E	43.39'
C2	170.47'	9°58'43"	29.69'	S15°23'57"E	29.65'
C3	170.47'	4°38'36"	13.82'	S22°42'37"E	13.81'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S25°01'55"E	14.94'
L2	S33°13'50"E	39.12'
L3	S38°59'57"E	4.87'
L4	S00°47'39"W	48.11'
L5	N39°01'21"W	26.24'
L6	S51°00'03"W	20.34'
L7	S28°12'09"E	41.09'



VICINITY MAP
SCALE: 1"=400'

LEGEND

- SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318"
- ⊙ WILL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 16.45.050 & STATE OF IDAHO CODE 50-1332
- FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR WITH CAP MARKED "ESC PLS 4194"
- FOUND 1/2" INSIDE DIAMETER IRON PIPE
- FOUND 3/4" INSIDE DIAMETER IRON PIPE
- ⊙ FOUND 3-1/4" ALUMINUM CAP BLM MONUMENT
- ⊕ FOUND 5/8" REBAR WITH CAP MARKED "WELCH COMER PLS 12318"

NOTES

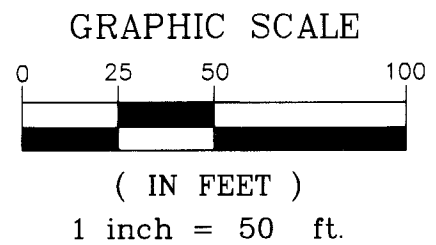
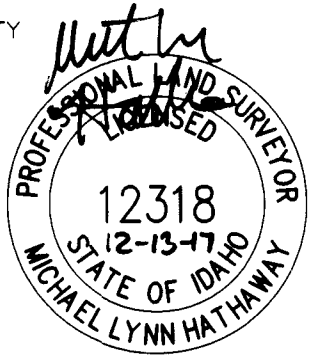
- CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 401044, EFFECTIVE NOVEMBER 30, 2017 AT 3:36 PM, WAS RELIED UPON FOR PROPERTY DESCRIPTIONS.
- ALL DISTANCES SHOWN ARE GROUND VALUES.
- SEE SHEET 2 FOR BUILDING ENVELOPES AND SETBACK LINES.

BASIS OF BEARING

GRID BEARING OF SOUTH 89°01'05" EAST BETWEEN FOUND MONUMENTS ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, BASED ON THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

REFERENCES

- (R1) PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVATION, BOOK B, PAGE 153, RECORDS OF KOOTENAI COUNTY.
- (R2) DEPENDENT RESURVEY AND METES-AND-BOUNDS SURVEY OF A PORTION OF THE FORT SHERMAN ABANDONED MILITARY RESERVATION BY THE BUREAU OF LAND MANAGEMENT RECORDED IN VOL. 470 AT PAGES 1-25, BLM RECORDS.
- (R3) RECORD OF SURVEY, BOOK 28 AT PAGE 438, RECORDS OF KOOTENAI COUNTY.
- (R4) QUITCLAIM DEED, INSTRUMENT NO. 259547000, RECORDS OF KOOTENAI COUNTY.
- (R5) QUITCLAIM DEED, INSTRUMENT NO. 259548000, RECORDS OF KOOTENAI COUNTY.
- (R6) RECORD OF SURVEY, BOOK 29 AT PAGE 416, RECORDS OF KOOTENAI COUNTY.
- (R7) QUITCLAIM DEED, INSTRUMENT NO. 2622618000, RECORDS OF KOOTENAI COUNTY.
- (R8) QUITCLAIM DEED, INSTRUMENT NO. 2622619000, RECORDS OF KOOTENAI COUNTY.



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

PLAT OF PARK DRIVE ADDITION

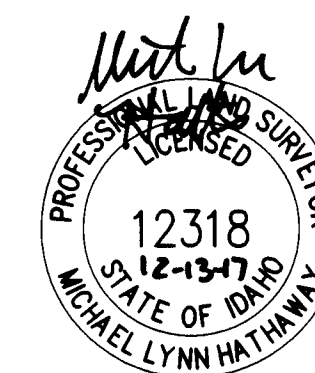
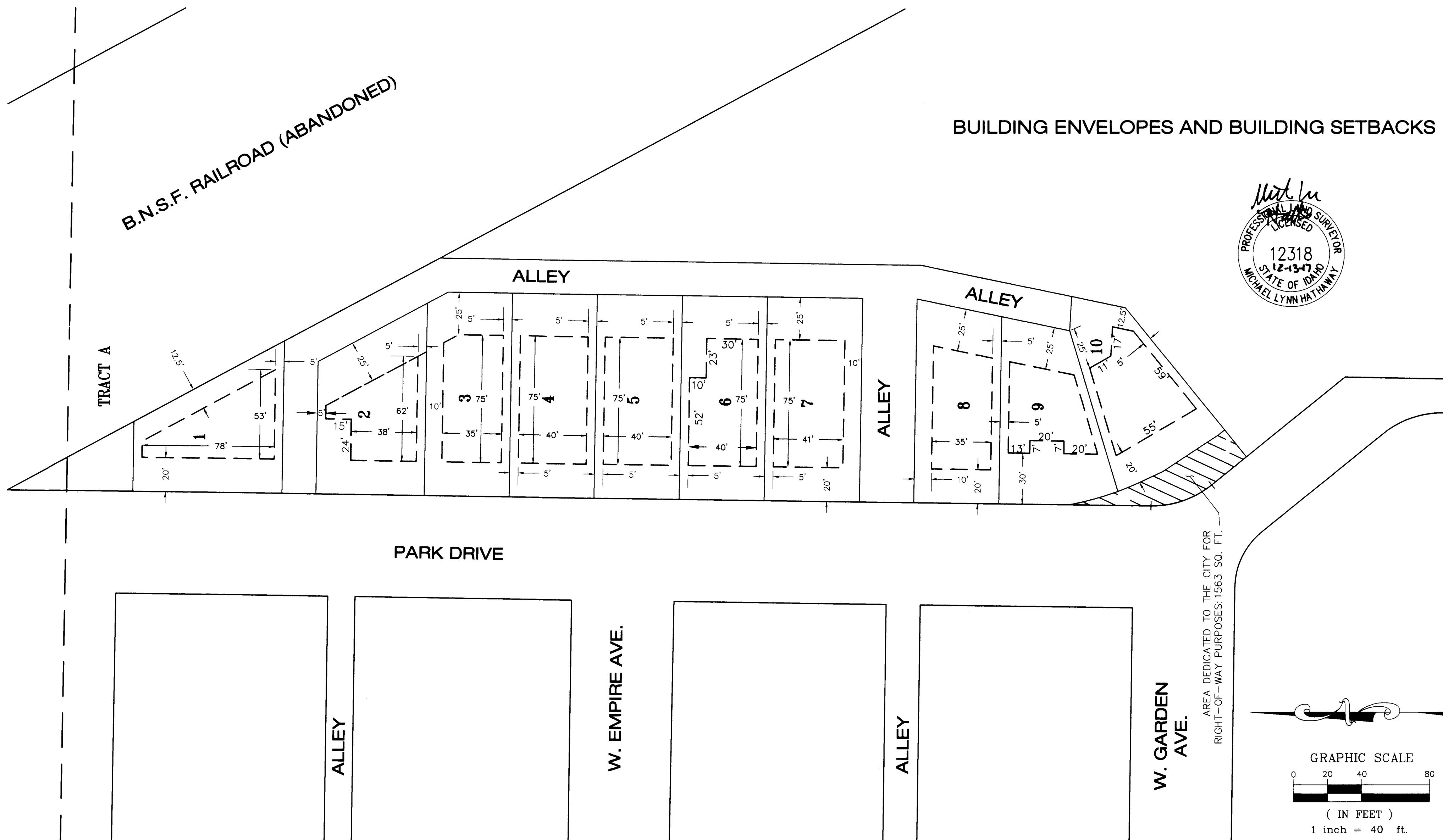
IN THE E. 1/2 OF SEC. 14,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41284
DESIGNED BY: KAF
DRAWN BY: MLH
CHECKED BY: MLH
DWG NAME: 41284PLT.DWG
DATE: 12-6-2017
SCALE: 1"=50'
SHEET NO:

PARK DRIVE ADDITION

A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CONFORM COPY



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**PLAT OF
PARK DRIVE ADDITION**

IN THE E. 1/2 OF SEC. 14,
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41284
DESIGNED BY: KAF
DRAWN BY: MLH
CHECKED BY: MLH
DWG NAME: 41284PLT.DWG
DATE: 12-6-2017
SCALE: 1" = 40'
SHEET NO:

PARK DRIVE ADDITION
A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A
PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT IGNITE CDA, THE URBAN RENEWAL AGENCY OF THE CITY OF COEUR D'ALENE, IDAHO, ALSO SHOWN OF RECORD AS LAKE CITY DEVELOPMENT CORPORATION, AN URBAN RENEWAL AGENCY, IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED ON THIS CERTIFICATION, AND HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED, TO BE KNOWN AS PARK DRIVE ADDITION, BEING LOCATED IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 72 OF SHERMAN PARK SUBDIVISION;

1. THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PARK DRIVE, NORTH 00°47'39" EAST, 590.77 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED BURLINGTON NORTHERN SANTA FE RAILROAD;
2. THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 28°12'09" EAST, 288.80 FEET;
3. THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 00°47'39" WEST, 282.89 FEET;
4. THENCE SOUTH 11°48'32" WEST, 122.84 FEET;
5. THENCE SOUTH 51°00'03" WEST, 113.05 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 72;
6. THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 39°01'21" WEST, 26.24 FEET TO THE BEGINNING OF A 55.45-FOOT RADIUS CURVE TO THE RIGHT;
7. THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°49'00", AN ARC LENGTH OF 38.53 FEET (THE CHORD BEARS NORTH 19°06'51" WEST, 37.76 FEET);
8. THENCE NORTH 00°47'39" EAST, 82.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 77,469 SQUARE FEET (1.778 ACRES), MORE OR LESS.

THE OWNER FURTHER CERTIFIES:

1. SEWER SERVICE IS PROVIDED BY CITY OF COEUR D'ALENE.
2. WATER SERVICE IS PROVIDED BY CITY OF COEUR D'ALENE.
3. TRACT A IS RESERVED AS AN UNBUILDABLE OPEN SPACE LOT.
4. HOUSING WILL BE LIMITED TO SINGLE-FAMILY DETACHED HOUSING.
5. BUILDING SETBACKS, WHICH INCLUDE SETBACKS FOR PORCHES, ARE INDICATED ON SHEET 2.
6. ACCESSORY DWELLING UNITS ARE RESTRICTED WITHIN THIS SUBDIVISION.
7. THE ALLEY, AS SHOWN HEREON, AND THE AREA ADJACENT TO LOTS 9 AND 10 IDENTIFIED AS "AREA DEDICATED TO THE CITY FOR RIGHT-OF-WAY PURPOSES", ARE HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE.
8. LOT CONSOLIDATIONS WITHIN THIS SUBDIVISION ARE RESTRICTED.

BE IT FURTHER KNOWN THAT:

1. THE 10-FOOT WIDE UTILITY EASEMENT IN THE BACK OF LOTS 2 THROUGH 10 AND THE UTILITY EASEMENT ON LOT 1 ARE HEREBY GRANTED TO THE CITY OF COEUR D'ALENE AND THE FRANCHISE UTILITY COMPANIES FOR THE INSTALLATION, IMPROVEMENT, OPERATION, AND MAINTENANCE OF THE PUBLIC AND FRANCHISED UTILITIES.

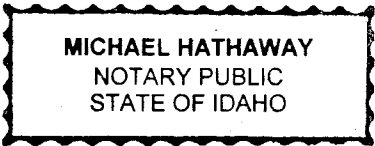
Scott Hoskins 12-14-17
SCOTT HOSKINS, CHAIRMAN OF THE BOARD, IGNITE CDA

ACKNOWLEDGEMENT

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

ON THIS 14th DAY OF December, IN THE YEAR OF 2017, BEFORE ME Michael Hathaway, A NOTARY PUBLIC, PERSONALLY APPEARED SCOTT HOSKINS, KNOWN TO ME TO BE THE CHAIRMAN OF THE BOARD OF IGNITE CDA, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE VOLUNTARILY EXECUTED THE SAME, AND THAT HE DULY AUTHORIZED THIS INSTRUMENT ON BEHALF OF IGNITE CDA.

Michael Hathaway
NOTARY PUBLIC
RESIDING AT: Spokane Valley, WA
MY COMMISSION EXPIRES ON: 6-20-23



CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS 19th DAY OF

December, 2017
Renata McLeod
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 19th DAY OF December, 2017

Paul Bailey
CITY ENGINEER

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 Ignite CDA DATED THIS 21st DAY OF December, 2017 AT 11:01 O'CLOCK A.M., AND WAS DULY RECORDED IN PLAT BOOK L, PAGE 218, 218A, INSTRUMENT No. 2125310400 218B FEE \$ 11.00

Jim Dammann by W. J. Jarama
KOOTENAI COUNTY RECORDER Deputy Clerk

PANHANDLE HEALTH DISTRICT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE 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: 12-14-17 HEALTH DISTRICT SIGNATURE: Jay Loveland

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 December 31, 2017
DATED THIS 14th DAY OF December, 2017

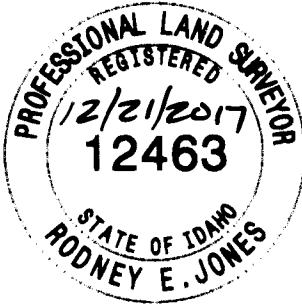
Bruce Shomo
KOOTENAI COUNTY TREASURER Chief Deputy

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 21st DAY OF DECEMBER, 2017

Michael Lynn Hathaway
KOOTENAI COUNTY SURVEYOR



SURVEYORS CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN 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. I ALSO CERTIFY THAT THE INTERIOR MONUMENTS FOR THE SUBDIVISION WILL BE SET WITHIN ONE YEAR OF THE RECORDING DATE IN ACCORDANCE WITH IDAHO STATE CODE 50-1303.

Michael Lynn Hathaway
MICHAEL LYNN HATHAWAY PLS NO. 12318



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ENGINEERS & SURVEYORS
www.welchcomer.com 208-664-9382
350 E. Kathleen Ave. (toll free) 877-815-5672
Coeur d'Alene, ID 83815 (fax) 208-664-5946

PARK DRIVE
ADDITION

IN THE E 1/2 OF SECTION 14
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41267
DESIGNED BY: MLH
DRAWN BY: JNM
CHECKED BY: MLH
DWG NAME: 41284PLT.DWG
DATE: 12-6-17
SCALE:
SHEET NO:

CITY COUNCIL STAFF REPORT

DATE: February 6, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **S-6-18 Prairie Trails: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Drew Dittman, PR
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: +/- 9.47 Acres located east of Atlas Road and south of Prairie Avenue, north and west of Sunshine Meadows.
- c. Previous Action:
 1. Preliminary plat approval, October 2016
 2. Final plat approval, June 2017

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on February 6, 2018. The amount of the security provided is \$42,568.18.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on February 6, 2018.

DECISION POINT RECOMMENDATION

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and accompanying Security.

PRAIRIE TRAILS

A PORTION OF TRACT 320 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE KOOTENAI COUNTY, IDAHO

CONFORM
COPY

BOOK: L PAGE: 159
INSTRUMENT No. 2599981000

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK 29 OF SURVEYS, PAGE 328, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) AMENDED RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 28 OF SURVEYS, PAGE 348, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 25 OF SURVEYS, PAGE 243, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK 22 OF SURVEYS, PAGE 183, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY GEM STATE AND FILED AT BOOK 11 OF SURVEYS, PAGE 265, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK 7 OF SURVEYS, PAGE 48, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF GARDEN GROVE PREPARED BY FRAME AND SMETANA, PA AND FILED AT BOOK L OF PLATS, PAGE 131, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS PREPARED BY H. B. WRIGHT AND FILED AT BOOK C OF PLATS, PAGE 66 AND 67, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF SUNSHINE MEADOW PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK I OF PLATS, PAGE 496, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF SUNSHINE MEADOW 4TH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK J OF PLATS, PAGE 104, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925202, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) WARRANTY DEED FILED AS INSTRUMENT NUMBER 1925203, RECORDS OF KOOTENAI COUNTY, IDAHO.

BASIS OF BEARING

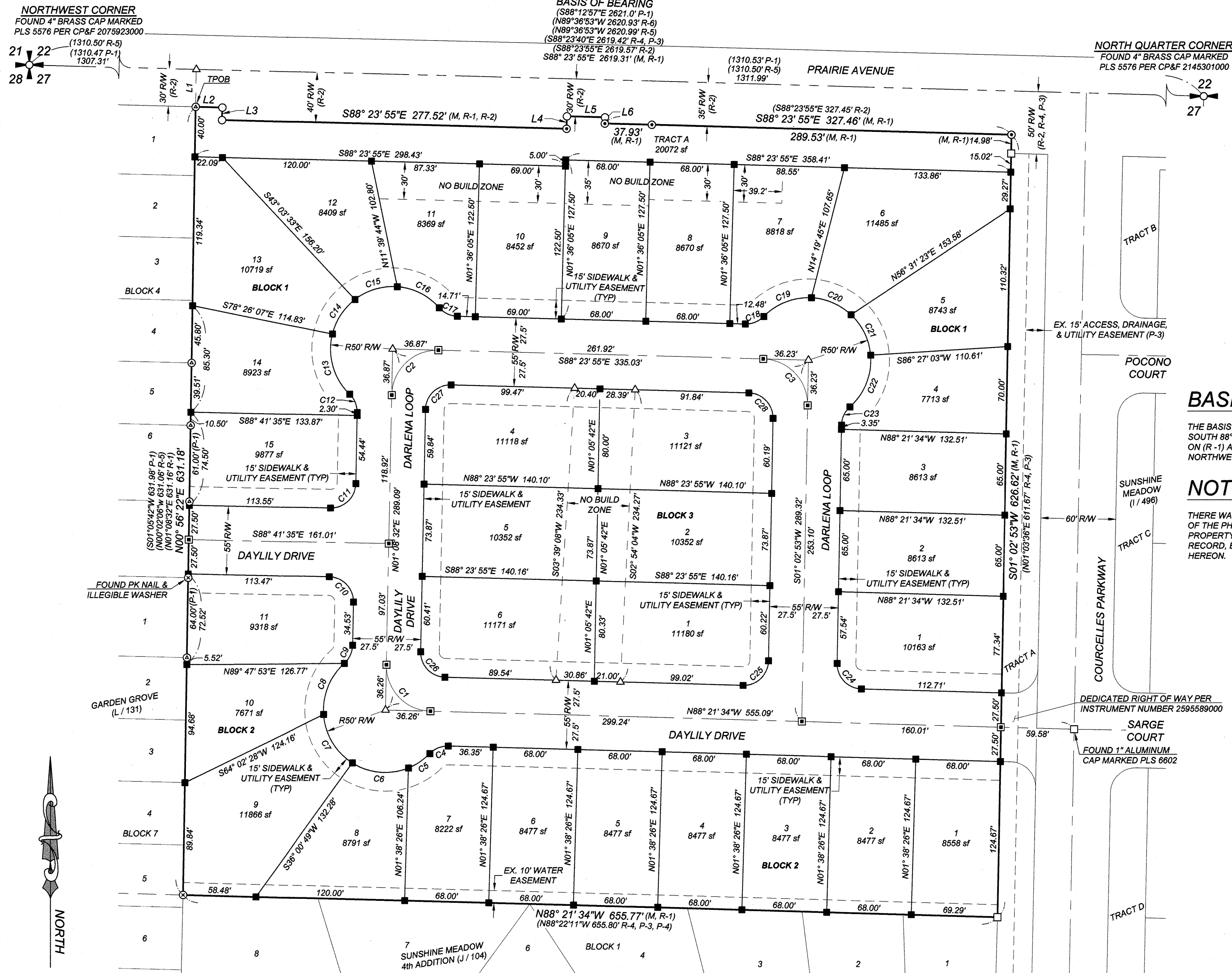
THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 88° 23' 55" EAST, SHOWN HEREON AND ON (R-1) AS THE NORTH LINE OF THE NORTHWEST QUARTER.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

Curve Table

Curve #	Length	Radius	Delta	Chord	Bearing
C1	57.14'	36.58'	89°30'06"	51.51'	S43°36'31"E
C2	57.75'	36.58'	90°27'33"	51.94'	S46°22'19"W
C3	57.11'	36.58'	89°26'48"	51.48'	N43°40'31"W
C4	16.50'	20.00'	47°16'04"	16.04'	S68°00'24"W
C5	20.92'	50.00'	23°58'31"	20.77'	N56°21'37"E
C6	47.14'	50.00'	54°00'52"	45.41'	S84°38'41"E
C7	46.91'	50.00'	53°45'15"	45.21'	S30°45'38"E
C8	45.61'	50.00'	52°16'09"	44.05'	S22°15'04"W
C9	16.49'	20.00'	47°14'36"	16.03'	N24°45'50"E
C10	31.36'	20.00'	89°50'07"	28.24'	N43°46'31"W
C11	31.47'	20.00'	90°09'53"	28.32'	N46°13'29"E
C12	16.50'	20.00'	47°16'04"	16.04'	N22°29'30"W
C13	52.54'	50.00'	60°12'20"	50.16'	S16°01'22"E
C14	33.68'	50.00'	38°35'49"	33.05'	S33°22'42"W
C15	36.35'	50.00'	41°39'02"	35.55'	S73°30'08"W
C16	38.87'	50.00'	44°32'30"	37.90'	N63°24'05"W
C17	16.50'	20.00'	47°16'04"	16.04'	S64°45'53"E
C18	16.50'	20.00'	47°16'04"	16.04'	N67°58'03"E
C19	42.18'	50.00'	48°20'26"	40.94'	S68°30'14"W
C20	35.25'	50.00'	40°23'33"	34.52'	N67°07'47"W
C21	36.86'	50.00'	42°14'32"	36.03'	N25°48'45"W
C22	46.26'	50.00'	53°00'26"	44.63'	N21°48'44"E
C23	16.50'	20.00'	47°16'04"	16.04'	S24°40'55"W
C24	31.21'	20.00'	89°24'27"	28.14'	S43°39'21"E
C25	31.62'	20.00'	90°35'33"	28.43'	N46°20'39"E
C26	31.24'	20.00'	89°30'06"	28.16'	S43°36'31"E
C27	31.58'	20.00'	90°27'33"	28.40'	S46°22'19"W
C28	31.22'	20.00'	89°26'48"	28.15'	N43°40'31"W



SCALE: 1" = 60'

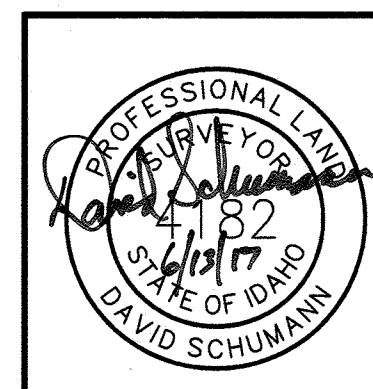
LEGEND

- SET 5/8" X 24" REBAR WITH "x" ALUMINUM CAP MARKED "PLS 4182"
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH RED PLASTIC CAP MARKED "PLS 5289"
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 6602" OR AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR OR AS NOTED
- FOUND 2.5" ALUMINUM CAP MARKED "PLS 11187"
- CALCULATED POINT, NOTHING FOUND OR SET

- PROPERTY BOUNDARY LINE
- PROPERTY LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE
- SECTION LINE

Line Table

Line #	Length	Direction	Record Data
L1	30.00'	S0°56'26"W	(M) (30.00' P-1)
L2	21.37'	S88°23'55"E	(M) (S88°23'55"E 19.13' R-1)
L3	10.00'	S1°36'05"W	(M, R-1, R-2)
L4	10.00'	N1°36'05"E	(M, R-1, R-2)
L5	30.63'	S88°23'55"E	(M, R-1) (30.64' R-2)
L6	5.00'	S1°16'48"W	(M, R-1) (S01°07'28"W 5.00' R-2)



CHECKED BY: DES
DRAFTED BY: WAL/SMA
SCALE: 1" = 60'
DATE: 05/08/2017
JOB NO: LCE 16-057

1

2

PRAIRIE TRAILS

A PORTION OF TRACT 320 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE KOOTENAI COUNTY, IDAHO

CONFORM
COPY

BOOK: L PAGE: 159A
INSTRUMENT No. 2599981000

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.
DATED THIS 10th DAY OF June, 2017

[Signature]
CITY OF COEUR D'ALENE - CLERK
[Signature]
CITY OF COEUR D'ALENE - CITY ENGINEER

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF MILLER DEVELOPMENT GROUP, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS 23rd DAY OF June, 2017 AT 3:01 P.M. IN BOOK L OF PLATS, PAGES 159, 159A, AS INSTRUMENT NUMBER 2599981000

FEE \$ 11⁰⁰

[Signature]
DEPUTY CLERK
JIM BRANNON, KOOTENAI COUNTY CLERK

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 December 31, 2016.
DATED THIS 15th DAY OF June, 2017

[Signature]
KOOTENAI COUNTY TREASURER
[Signature]

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS 23rd DAY OF JUNE, 2017

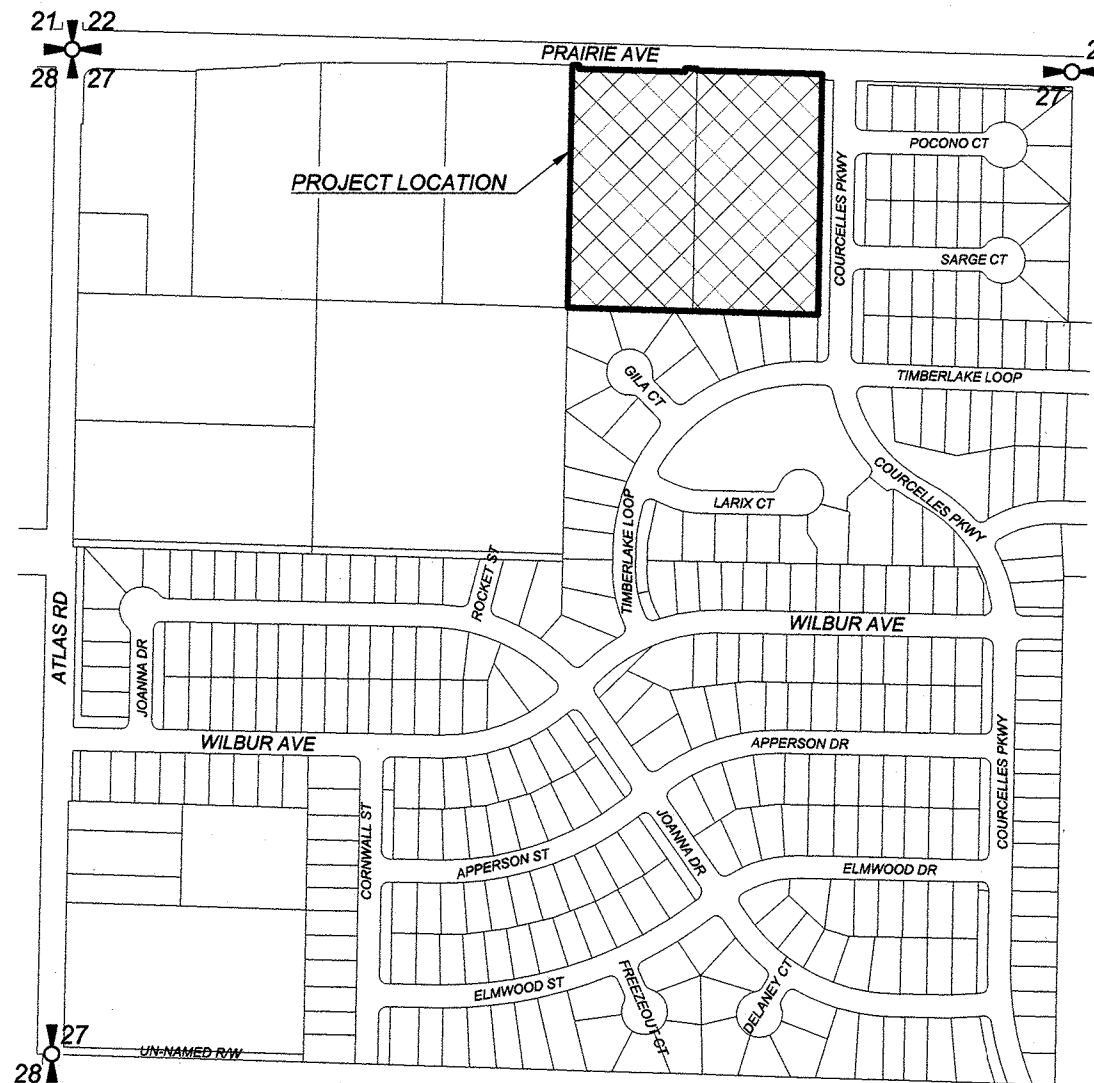


HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING CITY OF COEUR D'ALENE AND THE OLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER EXTENSIONS HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS 14th DAY OF June, 2017

[Signature]
PANHANDLE HEALTH DISTRICT 1



NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B. M.

VICINITY MAP

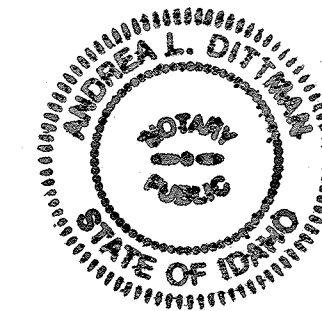
SCALE 1" = 500'

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS.
ON THIS 13th DAY OF June, IN THE YEAR 2017, BEFORE ME Andrea L. Dittman, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Chad E. Oakland, KNOWN OR IDENTIFIED TO ME TO BE THE MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-10-23



SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF PRAIRIE TRAILS IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON DONE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT ALL CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

[Signature]
DAVID SCHUMANN, #4182
6/13/17
DATE

OWNER'S CERTIFICATE AND DEDICATION

BE IT FURTHER KNOWN AT THESE PRESENTS THAT MILLER DEVELOPMENT GROUP, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS PRAIRIE TRAILS. BEING A REPLAT OF A PORTION OF TRACT 320 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS AS RECORDED IN BOOK C OF PLATS AT PAGE 67, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, BEING A 4 INCH BRASS CAP MARKED PLS 5576 PER CP&F 2075923000, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE NORTH QUARTER CORNER BEARS S88°23'55"E 2619.31 FEET; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, S88°23'55"E 1307.31 FEET; THENCE LEAVING SAID NORTH LINE, S0°56'26"W 30.00 FEET TO A 5/8 INCH REBAR WITH RED PLASTIC CAP MARKED "PLS 5289" ON THE SOUTH RIGHT OF WAY OF PRAIRIE AVENUE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING EIGHT COURSES:

1. S88°23'55"E 21.37 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182";
2. S01°36'05"W 10.00 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182";
3. S88°23'55"E 277.52 FEET TO A 2.5 INCH ALUMINUM CAP MARKED "PLS 11187";
4. N01°38'05"E 10.00 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182";
5. S88°23'55"E 30.63 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182";
6. S01°16'48"W 5.00 FEET TO A 2.5 INCH ALUMINUM CAP MARKED "PLS 11187";
7. S88°23'55"E 327.46 FEET TO A 2.5 INCH ALUMINUM CAP MARKED "PLS 11187";
8. S01°02'53"W 14.98 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6602";

THENCE ALONG THE WEST LINE OF TRACT A OF THE PLAT OF SUNSHINE MEADOW AS RECORDED IN BOOK I OF PLATS AT PAGE 496, RECORDS OF KOOTENAI COUNTY, IDAHO, S01°02'53"W 611.64 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6602" AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SUNSHINE MEADOW 4TH ADDITION AS RECORDED IN BOOK J OF PLATS AT PAGE 104, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG THE NORTH LINE OF BLOCK 1 OF SAID SUNSHINE MEADOW 4TH ADDITION PLAT, N88°21'34"W 655.77 FEET TO A 5/8 INCH REBAR AT THE NORTHWEST CORNER OF LOT 8, BLOCK 1 OF SAID SUNSHINE MEADOW 4TH ADDITION PLAT ON THE EAST LINE OF THE PLAT OF GARDEN GROVE, AS RECORDED IN BOOK L OF PLATS AT PAGE 131, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG SAID EAST LINE OF GARDEN GROVE PLAT, N00°56'22"E 631.18 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 9.412 ACRES OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY HAYDEN LAKE IRRIGATION DISTRICT.

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS OF SUNSHINE MEADOW HOMEOWNERS' ASSOCIATION, RECORDED UNDER INSTRUMENT NUMBER 1847809, RECORDS OF KOOTENAI COUNTY, IDAHO, TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER;

RIGHTS-OF-WAY SHOWN AS DAYLILY DRIVE AND DARLENA LOOP ARE HEREBY DEDICATED TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE;

THE 15' SIDEWALK AND UTILITY EASEMENT, SHOWN HEREON, ALONG SAID DEDICATED STREETS IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SIDEWALKS, UTILITIES AND STREET DRAINAGE FACILITIES. NO BUILDING, STRUCTURE, FENCE OR IMPROVEMENTS SHALL BE ERECTED OR CONSTRUCTED OTHER THAN SIDEWALKS AND ASPHALT PAVING, NOR SHALL THE GROUND ELEVATION BE INCREASED OR DECREASED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

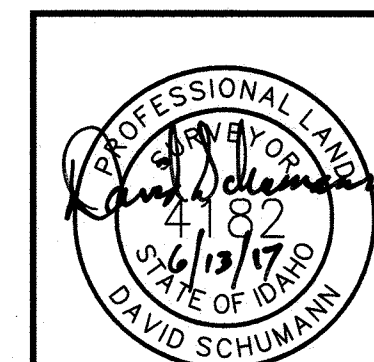
BLOCK 3 IS SUBJECT TO A NO BUILD ZONE, AS SHOWN HEREON.

LOTS 7 THROUGH 11, BLOCK 1 ARE SUBJECT TO A NO BUILD ZONE, AS SHOWN HEREON.

[Signature]

BY: MEMBER, MILLER DEVELOPMENT GROUP, LLC

6-13-17
DATE



CHECKED BY: DES
DRAFTED BY: WAL/SMA
SCALE: N.T.S.
DATE: 05/08/2017
JOB NO: LCE 16-057

2

2

RESOLUTION NO. 18-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ACCEPTANCE OF IMPROVEMENTS AND SECURITY, AND APPROVAL OF THE AGREEMENT FOR MAINTENANCE/WARRANTY WORK FOR PRAIRIE TRAILS (S-6-16).

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreement and take the actions listed below, pursuant to the terms and conditions set forth in the agreement and bonding estimate attached hereto as Exhibit "A" and by reference made a part hereof as summarized as follows:

- A) Acceptance of Improvements and Security, and Approval of the Agreement for Maintenance/Warranty Work for Prairie Trails (S-6-16);

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 Exhibit "A" 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 6th day of February, 2018.

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 EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Prairie Trails

THIS AGREEMENT made this 6th day of February, 2018 between Miller Development Group, LLC, whose address is 2022 N. Government Way, Coeur d'Alene, ID, 83814, with Daniel F. Stubbs, Member, 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 the final subdivision plat of Prairie Trails, a thirty two (32) lot, one (1) tract residential development in Coeur d'Alene, situated in the Northwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Prairie Trails", signed and stamped by Drew C. Dittman, PE, # 11138, dated January 31, 2017, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Forty Two Thousand Five hundred sixty eight and 18/100 Dollars (\$42,568.18) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6th day of February, 2018. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

Miller Development Group, LLC

Daniel F. Stubbs, Member

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"

Project: Prarie Trails

Bonding Estimate

Description	Quantity	Units	Unit Price	Amount
Mobilization	1	LS	\$ 11,200.00	\$ 11,200.00
Upfront Costs Subtotal:				\$ 11,200.00
Water Improvements				
Water tie-in	2	EA	\$ 3,500.00	\$ 7,000.00
10" Water Main	840	LF	\$ 32.00	\$ 26,880.00
8" Water Main	798	LF	\$ 25.00	\$ 19,950.00
Fire Hydrants	3	EA	\$ 4,800.00	\$ 14,400.00
1" Water Services	32	EA	\$ 1,410.00	\$ 45,120.00
Water Subtotal:				\$ 113,350.00
Sewer Improvements				
8" Sewer	1,342	LF	\$ 21.00	\$ 28,182.00
Manholes 48"	5	EA	\$ 2,700.00	\$ 13,500.00
Sewer Services	32	EA	\$ 775.00	\$ 24,800.00
Sewer Subtotal:				\$ 66,482.00
Hard Surface Improvements				
Ped Ramps	10	EA	\$ 1,000.00	\$ 10,000.00
Asphalt path 3" AC / 6" BC	97	SY	\$ 60.00	\$ 5,820.00
Interior 2" AC / 6" BC	5,837	SY	\$ 14.00	\$ 81,718.00
Asphalt path 2" AC / 4" BC	745	SY	\$ 22.25	\$ 16,576.25
Curb Cuts	61	EA	\$ 100.00	\$ 6,100.00
Standard Curbs	81	LF	\$ 18.50	\$ 1,498.50
Rolled Curbs	3,141	LF	\$ 14.80	\$ 46,486.80
Sidewalks	15,314	SF	\$ 4.30	\$ 65,850.20
Hard Surface Subtotal:				\$ 234,049.75
Earthwork				
Mass Grading	1	LS	\$ 12,850.00	\$ 12,850.00
Rough Grading	6,400	CY	\$ 3.00	\$ 19,200.00
Fine Grading	1	LS	\$ 6,000.00	\$ 6,000.00
Earthwork Subtotal:				\$ 38,050.00
Stormwater Improvements				
Single Dry Well	3	EA	\$ 2,000.00	\$ 6,000.00
Double Dry Well	7	EA	\$ 2,700.00	\$ 18,900.00
Swales w/ 4" Topsoil	1	LS	\$ 20,000.00	\$ 20,000.00
Stormwater Subtotal:				\$ 44,900.00
Misc. Costs				
Signs and Barricades	1	LS	\$ 3,700.00	\$ 3,700.00
Utility Trenching No Conduit	2,460	LF	\$ 5.50	\$ 13,530.00
Irrigation Sleeving	300	LF	\$ 6.65	\$ 1,995.00
Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00
Monumentation	1	LS	\$ 2,500.00	\$ 2,500.00
Landscaping	1	LS	\$ 32,500.00	\$ 32,500.00
Misc. Subtotal:				\$ 57,725.00
Total COST				\$ 565,756.75



Public (City) Improvements \$ 425,681.75 x 10% = \$42,568.18
 Water Improvements \$ 113,350.00
 Other Improvements \$ 26,725.00

ANNOUNCEMENTS

Memo to Council

DATE: January 17, 2018

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the February 6th Council Meeting:

JAMIE LYNN MORGAN
(Appointment)

Pedestrian & Bicycle Advisory Committee

VIRGINIA TATE
(Reappointment)

Parks & Recreation Commission

BOB HALLOCK
(Reappointment)

Urban Forestry Committee

KEITH JONES
(Reappointment)

Urban Forestry Committee

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Monte McCully, Pedestrian & Bicycle Advisory Committee Liaison
Melissa Brandt, Parks & Recreation Commission Staff Support
Katie Kosanke, Urban Forestry Committee

OTHER BUSINESS

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 22, 2018
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: Award of bid for painting of Industrial Standpipe.

=====

DECISION POINT: Staff requests that City Council approve the lowest responsive bid for painting of the Industrial Standpipe to United Painting Idaho, LLC.

HISTORY: The Industrial Standpipe, one of two standpipes that exist in our system, was originally constructed in 2000 to provide enhanced storage capabilities for the Upper Pressure Zone to accommodate the city's growth in the Northwestern corridor. The new standpipe provided capacity in case of pump failure and adequate reserve storage to provide sufficient fire flow to the Upper Pressure Zone. The tank stands at approximately 160' tall to the center of the domed lid, reportedly one of the tallest in the world. The Standpipe was painted a light blue to effectively blend in with the natural surroundings. Since the original construction, cellular providers have installed communications equipment on the standpipe. They have also removed some equipment requiring paint repairs. Due to this and the natural deterioration of the coating, it is time to recoat the exterior of the facility. A previous robotic interior inspection confirmed that the interior coating is in prime condition.

FINANCIAL ANALYSIS: The Water Department received a total of four bids for the Industrial Standpipe Recoating Project. The respective bidders from low to high are: United Paint Idaho, LLC at \$91,160.00, Extreme Coatings Inc. (\$bid), S S Coatings (bid) and Long Painting Co. (bid). Staff proposes to award the bid of \$91,160.00 to United Painting Idaho LLC for the highest quality coating product with an estimated life expectancy of 25 years. The line item budget amount for this project was provided at \$150,000.00.

PERFORMANCE ANALYSIS: As the standpipe was originally coated with Tnemec brand materials, staff determined it was advisable to utilize Tnemec materials for recoating to preclude the unnecessary and environmentally unsound need to completely strip the original coating. The products are specifically designed for proper adhesion to the existing coating with the recommended preparation and application techniques specified. The product will provide superior adhesion, life expectancy in the range of 25 years and the highest resistance to normal wear, UV degradation and graffiti. The project is time sensitive due to the needs of the capacity for the summer season so the project may require carryover into the next budget cycle weather pending.

DECISION POINT/RECOMMENDATION: Staff requests that the City Council award the lowest responsive bid of \$91,160.00 for the Industrial Standpipe Recoating Project, and authorize the Mayor to enter into a service contract with United Painting Idaho, LLC.

**BID PROPOSAL
CITY OF COEUR D'ALENE
Prairie Standpipe Re-Coating**

Proposal of **United Painting Idaho LLC**, hereafter called BIDDER, to the City of COEUR D' ALENE, IDAHO, hereinafter called OWNER.

The undersigned hereby certify that they have personally examined the location and construction details of work as outlined in the Contract documents for the 2017 Industrial Standpipe Re-Coating for the City of Coeur d'Alene, Kootenai County, Idaho, and have read and understand the Specifications and Contract Documents governing the work embraced in these improvements and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in these improvements in accordance with said Specifications and Contract Documents and at the following schedule of rates and prices.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project according to the scheduling requirements of the Special Provisions of these Contract documents. Bidder further agrees to pay liquidated damages in the sum of \$500.00 for each consecutive day thereafter as hereinafter provided in the General Conditions.

TOTAL BID

\$ 91160.00

*Bid price to include all permit fees, sales, consumer use and other similar taxes required by law in the place where the work is performed.

The Owner shall make the Bid award, if it is awarded, to the Bidder submitting the lowest responsive bid.

The undersigned further agrees to Contract with the Owner upon the terms and conditions and pursuant to the agreement forms provided herewith, and that this proposal constitutes an offer which shall be binding on the undersigned for 30 days from the date of opening of bids.

The Owner reserves the right to reject any or all Bids or to accept the Bid deemed to be in the best interest of the Owner. The Owner further reserves the right to waive informalities and minor irregularities.

The Bid offer is accompanied by a Bidder Security (Certified Check, Cashier's Check, Cash, or Bid Bond) in an amount of the sum of five percent (5%) of the total Bid amount as a guarantee that the Bidder, if successful, will enter into a Contract according to the terms and provisions herewith and the agreement form provided, and execute the necessary contractual documents or forms as stipulated in these Specifications and then if awarded the Contract agrees to obtain the materials, arrange the work, and prosecute the same to acceptable completion of the project within the allotted time.

Bidder agrees to all the foregoing, including all Bid schedules and information contained in the Bid Proposal. Bidder further agrees to complete the work requires under the Bid Documents and to accept in full payment therefore the Bid price based on the total Bid price(s) named in aforementioned Bid Schedule(s).

BID SIGNATURES:

Bidder: UNITED PAINTING IDAHO LLC
Individual/Partnership/Corporation

Public Works Contractor License No. 032618-C-4

By: LANDON WILKINSON Title: OWNER

By: _____ Title: _____

Address:

2209 WEST NOB HILL BLVD

YAKIMA, WA 98902

Phone Number: 509.210.2845

FAX Number: _____

E-mail address LANDON@PAINTINGUNITED.COM

NOTE:

- (1) If the Bidder is a co-partnership or joint venture, so state, giving firm name under which business is transacted.
- (2) If the Bidder is a corporation, this proposal must be executed by its duly authorized officials.
- (3) Any Bidder who has any objections or desires to change any of the requirements of these bidding documents must make the objections or requested changes in writing and deliver to the Engineer no later than five (5) calendar days prior to Bid opening for consideration.
- (4) Bid Proposals shall be submitted in SEALED envelopes or folders and clearly marked BID FOR City of COEUR D'ALENE 2017 Industrial Standpipe Re-Coating and received by the City of Coeur d'Alene at the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, at the time and date specified in the Advertisement for Bids.
- (5) The Contractor will commence the work required by the Contract by the date stated in the NOTICE TO PROCEED, and will complete the same within 60 calendar days, unless the period for completion is extended otherwise by the Contract Documents.
- (6) Unit prices for all items, extensions, and total amount of Bid must be shown on the Bid Proposal Schedule. Show unit prices in figures. The total bid amount must be in words and figures. If conflict occurs, the written or typed words shall prevail.

**CITY OF COEUR D'ALENE
INDUSTRIAL STANDPIPE RE-
COATING**

BID SCHEDULE

PAY ITEM	DESCRIPTION	PAY UNIT	EST. BID QTY	UNIT PRICE	TOTAL PRICE
015050.01	Mobilization	LS	1	15,000.00	15,000.00
099000.01	Painting and Coatings	LS	1	71160.00	71160.00
TOTAL BID (FIGURES)					91160.00
TOTAL BID (WORDS)	Ninety one thousand one hundred and sixty dollars.				

EMPLOYMENT OF SUBCONTRACTORS

We, the undersigned propose to employ subcontractors in order to fully perform the work covered by the terms of these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

We intend to employ the following firms as subcontractors for the scope of work as noted:

FIRM NAME AND ADDRESS

SCOPE OF WORK

1. N/A - NO SUBCONTRACTORS WILL BE USED

Public Works License No: _____

2. _____

Public Works License No: _____

3. _____

Public Works License No: _____

4. _____

Public Works License No: _____

We represent and warrant that the work will be performed by said subcontractors in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the work to be performed by them constitutes approximately ____ percent of the total dollar value of said Contract (not to exceed 80%).

Contractor _____

Date _____

Contractor will be performing the work covered by these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

HVAC State License No. _____

Public Works License No: _____

Plumbing State License No. _____

Other _____

Electrical State License No. _____


Contractor

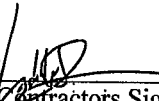
12/11/17
Date

ADDENDA ACKNOWLEDGEMENT

ADDENDUM NO	SUBJECT	DATE
<u>1</u>	<u>Cost estimates</u>	<u>11/27/17</u>
<u>2</u>	<u>Tank dimensions, additional work schedule information</u>	<u>11/28/17</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>

12/10/2017

Date


Contractors Signature



Western Surety Company

BID BOND
(Percentage)

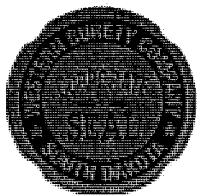
Bond Number: 63444105

KNOW ALL PERSONS BY THESE PRESENTS, That we United Painting LLC
of
2209 W. Nob Hill Blvd, Yakima, WA 98902, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto City of Coeur D Alene
of 710 E. Mullan Ave., Coeur D Alene, ID 83814
hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for
Prairie Standpipe Re-Coating

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 13th day of December, 2017.



United Painting LLC
(Principal)
By [Signature] (Seal)

Western Surety Company
(Surety)
By [Signature] (Seal)
Lat James Wipplinger Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63444105

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Lat James Wipplinger

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: United Painting LLC

Obligee: City of Coeur D Alene

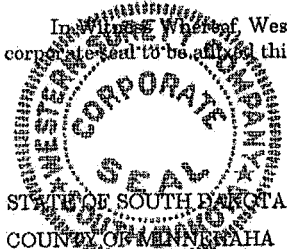
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63444105 is not issued on or before midnight of March 13, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 13th day of December, 2017.

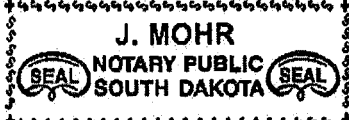


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 13th day of December, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of December, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~IDAHO~~ ^{Washington})
COUNTY OF Spokane) ss.

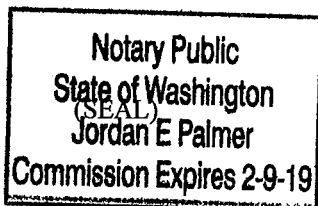
LONDON WILKINSON, being first duly sworn, on oath deposes and says that:

1. I am the OWNER (Owner, Partner, Officer, Agent or Representative) of UNITED PAINTING LLC, the Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix the overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Coeur d'Alene, or against any person interested in the proposed Contract, and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Title: OWNER

SUBSCRIBED AND SWORN to before me this 11th day of December, 2017.



[Signature]
Notary Public for ~~Idaho~~ ^{Washington}
Residing at Spokane, WA
Commission expires 2-9-19

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF ^{Washington} ~~IDAHO~~)
COUNTY OF Snohomish) SS.

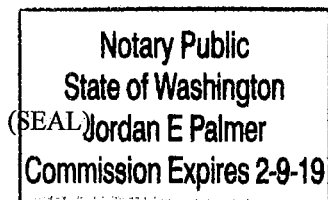
LONDON WILKINSON (Officer's Name), being first duly sworn, on oath deposes and

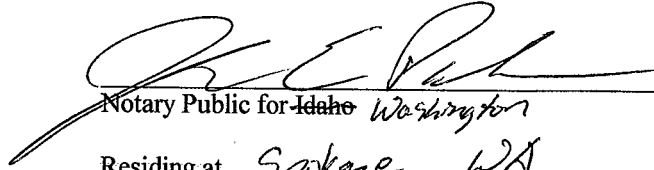
says that I am the OWNER (Officer) of UNITED PAINTING LLC (Contractor); that said Contractor is in conformance with Idaho Code 63-1502; that is has paid or secured to the satisfaction of the respective taxing units all taxes for which it or its property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this 11th day of December, 2017.


SIGNATURE OF OFFICER

SUBSCRIBED AND SWORN to before me this 11th day of December, 2017.




Notary Public for ~~Idaho~~ Washington
Residing at Snohomish, WA
Commission expires 2-9-19

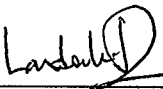
CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(IDAHO CODE 63-1503)

The Contractor, in consideration of securing the business of erecting or constructing Public Works in this State, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the State when taxes, excises, or licenses fees for which it is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, 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. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;
3. That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable.

CONTRACTOR

UNITED PAINTING & FLOORING LLC

By: 

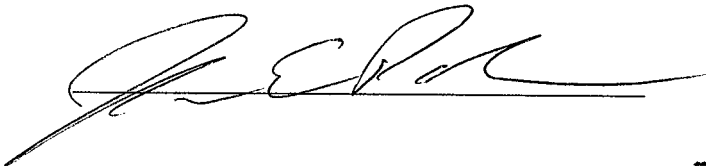
Title: OWNER

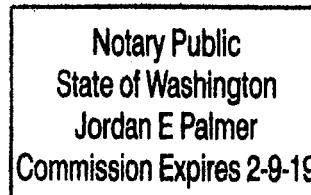
Name: LANDON WILKERSON

Address: 2209 W. NOB HILL BLVD.
YAKIMA, WA 98902

ATTEST:

(SEAL)





ADDENDUM NO. 1

For the Bid of

Industrial Standpipe

Re-Coating

City of Coeur d Alene, Idaho

November 27, 2017

From: City of Coeur d Alene

To: All Plan Holders

This Addendum consists of 1 page.

The cost estimates is \$90,000 to \$140,000

* - The City intends to respond to questions as they are submitted.

End of Addendum 1

ADDENDUM NO. 2

For the Bid of

Industrial Standpipe

Re-Coating

City of Coeur d Alene, Idaho

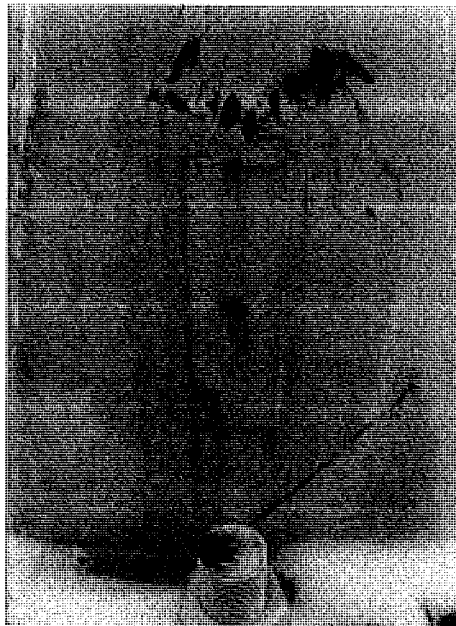
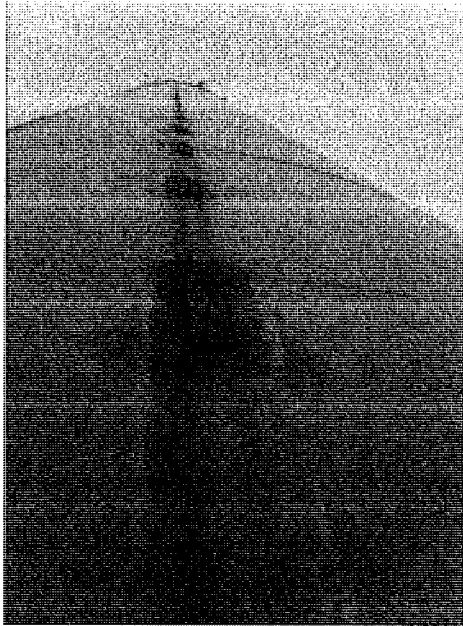
November 28, 2017

From: City of Coeur d Alene

To: All Plan Holders

This Addendum consists of 2 page.

1. The reservoir will not be taken out of service between May 22nd and Sept 14th.
2. Contractor will be responsible for painting around the cable tray. Removal of existing cable and cable tray for recoating will be up to the contractor's discretion. Brackets on north east side, currently not in use, will need to be removed, cleaned and spot primed prior to recoating. Brackets are glued on and not welded.



General Clarifications:

ADDENDUM NO. 2

1. The Tank Shell height is 160 ft., Tank diameter is 48 ft.

* - The City intends to respond to questions as they are submitted.

End of Addendum 1

**BID PROPOSAL
CITY OF COEUR D'ALENE
Prairie Standpipe Re-Coating**

Proposal of Extreme Coatings, Inc. hereafter called BIDDER, to the City of COEUR D' ALENE, IDAHO, hereinafter called OWNER.

The undersigned hereby certify that they have personally examined the location and construction details of work as outlined in the Contract documents for the 2017 Industrial Standpipe Re-Coating for the City of Coeur d'Alene, Kootenai County, Idaho, and have read and understand the Specifications and Contract Documents governing the work embraced in these improvements and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in these improvements in accordance with said Specifications and Contract Documents and at the following schedule of rates and prices.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project according to the scheduling requirements of the Special Provisions of these Contract documents. Bidder further agrees to pay liquidated damages in the sum of \$500.00 for each consecutive day thereafter as hereinafter provided in the General Conditions.

TOTAL BID	\$ <u>126,245.00</u>
On hundred twennty six thousand two hundred forty five dollars and 00/100's-----	

*Bid price to include all permit fees, sales, consumer use and other similar taxes required by law in the place where the work is performed.

The Owner shall make the Bid award, if it is awarded, to the Bidder submitting the lowest responsive bid.

The undersigned further agrees to Contract with the Owner upon the terms and conditions and pursuant to the agreement forms provided herewith, and that this proposal constitutes an offer which shall be binding on the undersigned for 30 days from the date of opening of bids.

The Owner reserves the right to reject any or all Bids or to accept the Bid deemed to be in the best interest of the Owner. The Owner further reserves the right to waive informalities and minor irregularities.

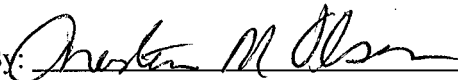
The Bid offer is accompanied by a Bidder Security (Certified Check, Cashier's Check, Cash, or Bid Bond) in an amount of the sum of five percent (5%) of the total Bid amount as a guarantee that the Bidder, if successful, will enter into a Contract according to the terms and provisions herewith and the agreement form provided, and execute the necessary contractual documents or forms as stipulated in these Specifications and then if awarded the Contract agrees to obtain the materials, arrange the work, and prosecute the same to acceptable completion of the project within the allotted time.

Bidder agrees to all the foregoing, including all Bid schedules and information contained in the Bid Proposal. Bidder further agrees to complete the work requires under the Bid Documents and to accept in full payment therefore the Bid price based on the total Bid price(s) named in aforementioned Bid Schedule(s).

BID SIGNATURES:

Bidder: Extreme Coatings, Inc., dba ECI Services
Individual/Partnership/Corporation

Public Works Contractor License No. PWC- C-14783-AA-4

By:  Title: President

By: _____ Title: _____

Address:

PO Box 1184

Pasco, WA 99301

Phone Number: 509-545-0570

FAX Number: 509-545-0580

E-mail address info@extremecoatings.us

NOTE:

- (1) If the Bidder is a co-partnership or joint venture, so state, giving firm name under which business is transacted.
- (2) If the Bidder is a corporation, this proposal must be executed by its duly authorized officials.
- (3) Any Bidder who has any objections or desires to change any of the requirements of these bidding documents must make the objections or requested changes in writing and deliver to the Engineer no later than five (5) calendar days prior to Bid opening for consideration.
- (4) Bid Proposals shall be submitted in SEALED envelopes or folders and clearly marked BID FOR City of COEUR D'ALENE 2017 Industrial Standpipe Re-Coating and received by the City of Coeur d'Alene at the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, at the time and date specified in the Advertisement for Bids.
- (5) The Contractor will commence the work required by the Contract by the date stated in the NOTICE TO PROCEED, and will complete the same within 60 calendar days, unless the period for completion is extended otherwise by the Contract Documents.
- (6) Unit prices for all items, extensions, and total amount of Bid must be shown on the Bid Proposal Schedule. Show unit prices in figures. The total bid amount must be in words and figures. If conflict occurs, the written or typed words shall prevail.

**CITY OF COEUR D'ALENE
INDUSTRIAL STANDPIPE RE-
COATING**

BID SCHEDULE

PAY ITEM	DESCRIPTION	PAY UNIT	EST. BID QTY	UNIT PRICE	TOTAL PRICE
015050.01	Mobilization	LS	1	10,000	10,000.00
099000.01	Painting and Coatings	LS	1	116,245	116,245.00
TOTAL BID (FIGURES)					126,245.00
TOTAL BID (WORDS)	One hundred twenty six thousand, two hundred forty five dollars & 00/100's				

Bid is for pressure wash, spot repair, full prime, intermediate and finish coat of tank exterior only.

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BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Extreme Coatings, Inc. dba ECI Services, hereinafter called the Principal, and The Ohio Casualty Insurance Company, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Coeur d'Alene, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed Five Percent of the Amount Bid dollars (\$ 5%) of lawful money of the United States for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's Contract for the PROJECT. Industrial Standpipe Re-Coating

NOW, THEREFORE, the condition of this obligation is such that, if the Principal is awarded the contract, and if the Principal, within the time specified in the Bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the Bid gives to the Obligee the Performance and Payment Bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee (1) the full penal sum thereof to be applied against the expenses of preparation and printing of the contract documents, estimates of costs and publication of notice, and (2) the difference in money between the total amount of the Bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 13th day of December, 2017

Extreme Coatings, Inc. dba ECI Services

PRINCIPAL

By: Chester M. Olsz

Title: President

The Ohio Casualty Insurance Company

SURETY

By: P M Hallett

P M Hallett

Title: Attorney-in-Fact

(SEAL)



(SEAL)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7903171

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Wm Dinneen; P M Hallett; Chris Larson; H. Keith McNally; Erin L. Repp; Virginia L. Weber; Diana R. Williams

all of the city of Spokane, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of September, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of September, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 20 17



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EMPLOYMENT OF SUBCONTRACTORS

We, the undersigned propose to employ subcontractors in order to fully perform the work covered by the terms of these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

We intend to employ the following firms as subcontractors for the scope of work as noted:

FIRM NAME AND ADDRESS

SCOPE OF WORK

1. NO SUBCONTRACTORS WILL BE USED

Public Works License No: _____

2. _____

Public Works License No: _____

3. _____

Public Works License No: _____

4. _____

Public Works License No: _____

We represent and warrant that the work will be performed by said subcontractors in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the work to be performed by them constitutes approximately 0 percent of the total dollar value of said Contract (not to exceed 80%).

Charles M. Allen Extreme Coatings Inc. 12/11/17
Contractor Date

Contractor will be performing the work covered by these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

HVAC State License No. n/a

Public Works License No: _____

Plumbing State License No. n/a

Other _____

Electrical State License No. n/a

Charles M. Allen
Contractor Extreme Coatings Inc.

12/11/17
Date

ADDENDA ACKNOWLEDGEMENT

ADDENDUM NO	SUBJECT	DATE
<u>1</u>	<u>Engineers Estimate</u>	<u>11-27-17</u>
<u>2</u>	<u>Reservoir Service & Painting</u>	<u>11-28-17</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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12/11/17
Date

Arstan M Olson
Contractors Signature

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

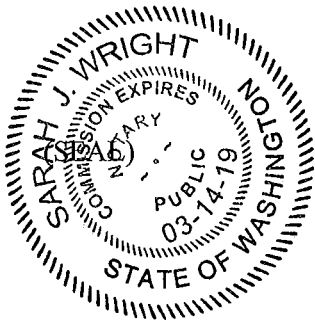
Washington
STATE OF ~~IDAHO~~)
) SS.
COUNTY OF Franklin)

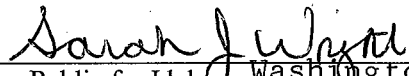
Anastasia Olson (Officer's Name), being first duly sworn, on oath deposes and says that I am the President (Officer) of Extreme Coatings, Inc (Contractor); that said Contractor is in conformance with Idaho Code 63-1502; that is has paid or secured to the satisfaction of the respective taxing units all taxes for which it or its property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this 11 day of December, 2017.


SIGNATURE OF OFFICER

SUBSCRIBED AND SWORN to before me this 11 day of December, 2017.




Notary Public for Idaho Washington

Residing at Kennewick

Commission expires 3-14-19

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Washington
STATE OF ~~IDAHO~~)
) ss.
COUNTY OF Franklin)

Anastasia Oloson, being first duly sworn, on oath deposes and says that:

1. I am the President (Owner, Partner, Officer, Agent or Representative) of Extreme Coatings, Inc., the Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix the overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Coeur d'Alene, or against any person interested in the proposed Contract, and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: *Anastasia Oloson*

Title: President

SUBSCRIBED AND SWORN to before me this 11 day of December, 2017.



Sarah J. Wright
Notary Public for Idaho Washington

Residing at Kennewick

Commission expires 3-14-19

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(IDAHO CODE 63-1503)

The Contractor, in consideration of securing the business of erecting or constructing Public Works in this State, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the State when taxes, excises, or licenses fees for which it is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, 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. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;
3. That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable.

CONTRACTOR

Extreme Coatings, Inc.

By: 

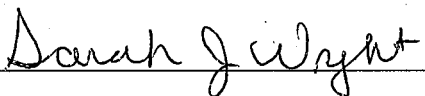
Title: President

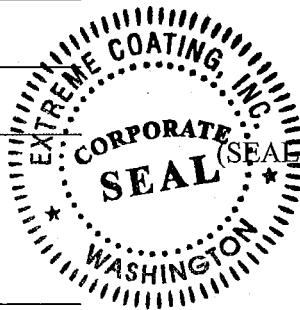
Name: Anastasia Olson

Address: PO Box 1184

Pasco, wa 99301

ATTEST:





C.L. "Butch" Otter
Governor



PWC-C-14783-AA-4
License Number

Categories: 02220, 05090, 07100, 07920, 09900, 09960, 13110, 13280

11/06/2000

Original License Issued

This is to certify that

EXTREME COATINGS, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code Title 54 Chapter 19 & 45
and is hereby granted this certificate

This license expires: 03/31/2018

Chris L. Jensen
Licensee Signature

Chris L. Jensen

Chris L. Jensen, Administrator

BID PROPOSAL
CITY OF COEUR D'ALENE
Prairie Standpipe Re-Coating

Proposal of S+S Coatings Inc., hereafter called BIDDER, to the City of COEUR D' ALENE, IDAHO, hereinafter called OWNER.

The undersigned hereby certify that they have personally examined the location and construction details of work as outlined in the Contract documents for the 2017 Industrial Standpipe Re-Coating for the City of Coeur d'Alene, Kootenai County, Idaho, and have read and understand the Specifications and Contract Documents governing the work embraced in these improvements and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in these improvements in accordance with said Specifications and Contract Documents and at the following schedule of rates and prices.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project according to the scheduling requirements of the Special Provisions of these Contract documents. Bidder further agrees to pay liquidated damages in the sum of \$500.00 for each consecutive day thereafter as hereinafter provided in the General Conditions.

TOTAL BID

\$ 155,000.00

*Bid price to include all permit fees, sales, consumer use and other similar taxes required by law in the place where the work is performed.

The Owner shall make the Bid award, if it is awarded, to the Bidder submitting the lowest responsive bid.

The undersigned further agrees to Contract with the Owner upon the terms and conditions and pursuant to the agreement forms provided herewith, and that this proposal constitutes an offer which shall be binding on the undersigned for 30 days from the date of opening of bids.

The Owner reserves the right to reject any or all Bids or to accept the Bid deemed to be in the best interest of the Owner. The Owner further reserves the right to waive informalities and minor irregularities.

The Bid offer is accompanied by a Bidder Security (Certified Check, Cashier's Check, Cash, or Bid Bond) in an amount of the sum of five percent (5%) of the total Bid amount as a guarantee that the Bidder, if successful, will enter into a Contract according to the terms and provisions herewith and the agreement form provided, and execute the necessary contractual documents or forms as stipulated in these Specifications and then if awarded the Contract agrees to obtain the materials, arrange the work, and prosecute the same to acceptable completion of the project within the allotted time.

Bidder agrees to all the foregoing, including all Bid schedules and information contained in the Bid Proposal. Bidder further agrees to complete the work requires under the Bid Documents and to accept in full payment therefore the Bid price based on the total Bid price(s) named in aforementioned Bid Schedule(s).

BID SIGNATURES:

Bidder: S+S Coatings, Inc.
Individual/Partnership/Corporation

Public Works Contractor License No. PWC-C-14798-AAA-4

By: [Signature] Title: Pres.

By: _____ Title: _____

Address:

PO Box 8438
Spokane WA 99203

Phone Number: 509 924 6120

FAX Number: 509 924 6121

E-mail address mark@s-scoatings.com

NOTE:

- (1) If the Bidder is a co-partnership or joint venture, so state, giving firm name under which business is transacted.
- (2) If the Bidder is a corporation, this proposal must be executed by its duly authorized officials.
- (3) Any Bidder who has any objections or desires to change any of the requirements of these bidding documents must make the objections or requested changes in writing and deliver to the Engineer no later than five (5) calendar days prior to Bid opening for consideration.
- (4) Bid Proposals shall be submitted in SEALED envelopes or folders and clearly marked BID FOR City of COEUR D'ALENE 2017 Industrial Standpipe Re-Coating and received by the City of Coeur d'Alene at the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, at the time and date specified in the Advertisement for Bids.
- (5) The Contractor will commence the work required by the Contract by the date stated in the NOTICE TO PROCEED, and will complete the same within 60 calendar days, unless the period for completion is extended otherwise by the Contract Documents.
- (6) Unit prices for all items, extensions, and total amount of Bid must be shown on the Bid Proposal Schedule. Show unit prices in figures. The total bid amount must be in words and figures. If conflict occurs, the written or typed words shall prevail.

**CITY OF COEUR D'ALENE
INDUSTRIAL STANDPIPE RE-
COATING**

BID SCHEDULE

PAY ITEM	DESCRIPTION	PAY UNIT	EST. BID QTY	UNIT PRICE	TOTAL PRICE
015050.01	Mobilization	LS	1		\$10,000.00
099000.01	Painting and Coatings	LS	1		\$145,000.00
TOTAL BID (FIGURES)					\$155,000.00
TOTAL BID (WORDS)		one hundred fifty five thousand dollars + no cents			

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT S & S Coatings, Inc., hereinafter called the Principal, and Western Surety Company, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Coeur d'Alene, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed **Five Percent of Contractor's Bid Amount** dollars (\$ 5%) of lawful money of the United States for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's Contract for the PROJECT.

2017 Industrial Standpipe Re-Coating

NOW, THEREFORE, the condition of this obligation is such that, if the Principal is awarded the contract, and if the Principal, within the time specified in the Bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the Bid gives to the Obligee the Performance and Payment Bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee (1) the full penal sum thereof to be applied against the expenses of preparation and printing of the contract documents, estimates of costs and publication of notice, and (2) the difference in money between the total amount of the Bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 13th day of December, 2017.

S & S Coatings, Inc.

PRINCIPAL

By: [Signature]

Title: Mgr.

(SEAL)

Western Surety Company

SURETY

By: Shelly Donovan

Title: Shelly Donovan, Attorney In Fact

(SEAL)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George C Schroeder, Nicholas W Paget, Melodie Pike, Jeffrey O'Neill, Shawn M Wilson, Lauren E Richardson, Adam P Griffith, Patrick McLaughlin, Shelly Donovan, Edward G Tabish, Individually

of Spokane, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of September, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of September, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of December, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

EMPLOYMENT OF SUBCONTRACTORS

We, the undersigned propose to employ subcontractors in order to fully perform the work covered by the terms of these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

We intend to employ the following firms as subcontractors for the scope of work as noted:

FIRM NAME AND ADDRESS

SCOPE OF WORK

.....

- | | |
|---|--|
| 1. <u>None</u>

_____ | _____

Public Works License No: _____ |
| 2. _____

_____ | _____

Public Works License No: _____ |
| 3. _____

_____ | _____

Public Works License No: _____ |
| 4. _____

_____ | _____

Public Works License No: _____ |

We represent and warrant that the work will be performed by said subcontractors in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the work to be performed by them constitutes approximately ____ percent of the total dollar value of said Contract (not to exceed 80%).

N/A
 Contractor _____

 Date

Contractor will be performing the work covered by these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

HVAC State License No. <u>N/A</u>	Public Works License No: _____
Plumbing State License No. _____	Other _____
Electrical State License No. _____	_____

 Contractor

 Date

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF Washington
COUNTY OF Spokane SS.

Mark Schultz (Officer's Name), being first duly sworn, on oath deposes and says that I am the President (Officer) of STS COATINGS, INC. (Contractor); that said Contractor is in conformance with Idaho Code 63-1502; that is has paid or secured to the satisfaction of the respective taxing units all taxes for which it or its property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this 13 day of December, 2017.

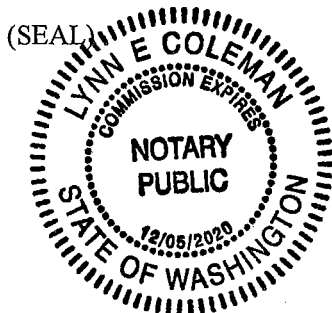
[Signature]
SIGNATURE OF OFFICER

SUBSCRIBED AND SWORN to before me this 13 day of December, 2017.

[Signature]
Notary Public for ~~Idaho~~ WASHINGTON

Residing at Spokane, WA

Commission expires 12/05/2020



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

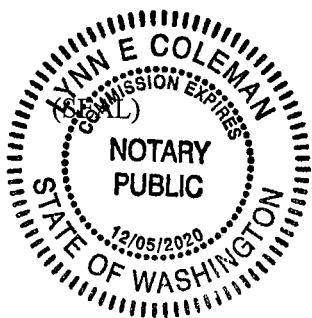
STATE OF ~~IDAHO~~ Washington)
COUNTY OF Spokane) ss.

Mark Schultz, being first duly sworn, on oath deposes and says that:

1. I am the Owner (Owner, Partner, Officer, Agent or Representative) of SIS Coatings Inc., the Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix the overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Coeur d'Alene, or against any person interested in the proposed Contract, and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]
Title: Pres.

SUBSCRIBED AND SWORN to before me this 13 day of December, 2017.



[Signature]
Notary Public for Idaho Washington
Residing at Spokane, WA
Commission expires 12/05/2020

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(IDAHO CODE 63-1503)

The Contractor, in consideration of securing the business of erecting or constructing Public Works in this State, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the State when taxes, excises, or licenses fees for which it is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, 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. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;
3. That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable.

CONTRACTOR

STS Coatings, Inc.

By:

Title:

Name:

Address:

[Signature]
Pres.

Mark Schultz

PO Box 8438
Spokane WA 99203

(SEAL)

ATTEST:

[Signature]

**BID PROPOSAL
CITY OF COEUR D'ALENE
Prairie Standpipe Re-Coating**

Proposal of Long Painting Company, hereafter called BIDDER, to the City of COEUR D' ALENE, IDAHO, hereinafter called OWNER.

The undersigned hereby certify that they have personally examined the location and construction details of work as outlined in the Contract documents for the 2017 Industrial Standpipe Re-Coating for the City of Coeur d'Alene, Kootenai County, Idaho, and have read and understand the Specifications and Contract Documents governing the work embraced in these improvements and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in these improvements in accordance with said Specifications and Contract Documents and at the following schedule of rates and prices.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project according to the scheduling requirements of the Special Provisions of these Contract documents. Bidder further agrees to pay liquidated damages in the sum of \$500.00 for each consecutive day thereafter as hereinafter provided in the General Conditions.

TOTAL BID

\$ 226,770.00

*Bid price to include all permit fees, sales, consumer use and other similar taxes required by law in the place where the work is performed.

The Owner shall make the Bid award, if it is awarded, to the Bidder submitting the lowest responsive bid.

The undersigned further agrees to Contract with the Owner upon the terms and conditions and pursuant to the agreement forms provided herewith, and that this proposal constitutes an offer which shall be binding on the undersigned for 30 days from the date of opening of bids.

The Owner reserves the right to reject any or all Bids or to accept the Bid deemed to be in the best interest of the Owner. The Owner further reserves the right to waive informalities and minor irregularities.

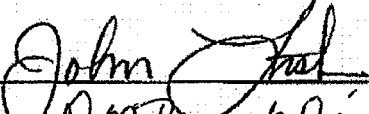
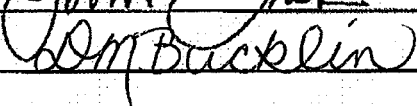
The Bid offer is accompanied by a Bidder Security (Certified Check, Cashier's Check, Cash, or Bid Bond) in an amount of the sum of five percent (5%) of the total Bid amount as a guarantee that the Bidder, if successful, will enter into a Contract according to the terms and provisions herewith and the agreement form provided, and execute the necessary contractual documents or forms as stipulated in these Specifications and then if awarded the Contract agrees to obtain the materials, arrange the work, and prosecute the same to acceptable completion of the project within the allotted time.

Bidder agrees to all the foregoing, including all Bid schedules and information contained in the Bid Proposal. Bidder further agrees to complete the work requires under the Bid Documents and to accept in full payment therefore the Bid price based on the total Bid price(s) named in aforementioned Bid Schedule(s).

BID SIGNATURES:

Bidder: Long Painting Company
Individual/Partnership/Corporation

Public Works Contractor License No. PCW-C-12845-AAA-4

By:  Title: John Fisher, President
By:  Title: Denica M. Bucklin, Sec./Treasurer

Address:

21414 68th Avenue S
Kent, WA 98032

Phone Number: 253-234-8050

FAX Number: 253-234-0034

E-mail address johnf@longpainting.com

NOTE:

- (1) If the Bidder is a co-partnership or joint venture, so state, giving firm name under which business is transacted.
- (2) If the Bidder is a corporation, this proposal must be executed by its duly authorized officials.
- (3) Any Bidder who has any objections or desires to change any of the requirements of these bidding documents must make the objections or requested changes in writing and deliver to the Engineer no later than five (5) calendar days prior to Bid opening for consideration.
- (4) Bid Proposals shall be submitted in SEALED envelopes or folders and clearly marked BID FOR City of COEUR D'ALENE 2017 Industrial Standpipe Re-Coating and received by the City of Coeur d'Alene at the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, at the time and date specified in the Advertisement for Bids.
- (5) The Contractor will commence the work required by the Contract by the date stated in the NOTICE TO PROCEED, and will complete the same within 60 calendar days, unless the period for completion is extended otherwise by the Contract Documents.
- (6) Unit prices for all items, extensions, and total amount of Bid must be shown on the Bid Proposal Schedule. Show unit prices in figures. The total bid amount must be in words and figures. If conflict occurs, the written or typed words shall prevail.

**CITY OF COEUR D'ALENE
INDUSTRIAL STANDPIPE RE-
COATING**

BID SCHEDULE

PAY ITEM	DESCRIPTION	PAY UNIT	EST. BID QTY	UNIT PRICE	TOTAL PRICE
015050.01	Mobilization	LS	1		22,670.00
099000.01	Painting and Coatings	LS	1		204,100.00
TOTAL BID (FIGURES)					226,770.00
TOTAL BID (WORDS)		Two hundred twenty-six thousand, seven hundred seventy dollars			

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BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Long Painting Company, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Coeur d'Alene, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed Five Percent (5%) of Bid Amount dollars (\$ 5% of Bid Amount) of lawful money of the United States for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's Contract for the PROJECT.

Prairie Standpipe Recoating

NOW, THEREFORE, the condition of this obligation is such that, if the Principal is awarded the contract, and if the Principal, within the time specified in the Bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the Bid gives to the Obligee the Performance and Payment Bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee (1) the full penal sum thereof to be applied against the expenses of preparation and printing of the contract documents, estimates of costs and publication of notice, and (2) the difference in money between the total amount of the Bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 13th day of December, 2017.

Long Painting Company

PRINCIPAL

By: John Ash

(SEAL)

Title: PRESIDENT

Travelers Casualty and Surety Company of America

SURETY

By: Aliceon A. Keltner

(SEAL)

Aliceon A. Keltner

Title: Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230925

Certificate No. 007363941

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Cynthia L. Jay, Eric A. Zimmerman, James B. Binder, Aliceon A. Keltner, and Brandon K. Bush

of the City of Seattle, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of August, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 30th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

EMPLOYMENT OF SUBCONTRACTORS

We, the undersigned propose to employ subcontractors in order to fully perform the work covered by the terms of these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

We intend to employ the following firms as subcontractors for the scope of work as noted:

FIRM NAME AND ADDRESS

SCOPE OF WORK

.....

- | | |
|---------------|--------------------------------|
| 1. <u>N/A</u> | _____ |
| _____ | _____ |
| _____ | Public Works License No: _____ |
| 2. _____ | _____ |
| _____ | _____ |
| _____ | Public Works License No: _____ |
| 3. _____ | _____ |
| _____ | _____ |
| _____ | Public Works License No: _____ |
| 4. _____ | _____ |
| _____ | _____ |
| _____ | Public Works License No: _____ |

We represent and warrant that the work will be performed by said subcontractors in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the work to be performed by them constitutes approximately ____ percent of the total dollar value of said Contract (not to exceed 80%).

Contractor

Date

Contractor will be performing the work covered by these Contract documents, in the specialties of plumbing, heating, air-conditioning, electrical, or as specified.

HVAC State License No. _____ Public Works License No: _____

Plumbing State License No. _____ Other _____

Electrical State License No. _____ _____

Contractor

Date

ADDENDA ACKNOWLEDGEMENT

ADDENDUM NO	SUBJECT	DATE
01	Cost estimate.	November 27, 2017
02	Reservoir service and cable tray painting.	November 28, 2017

<u>12/8/17</u> Date	<u></u> Contractors Signature
------------------------	--

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

Washington
STATE OF ~~IDAHO~~)
) SS.
COUNTY OF King)

John Fisher (Officer's Name), being first duly sworn, on oath deposes and

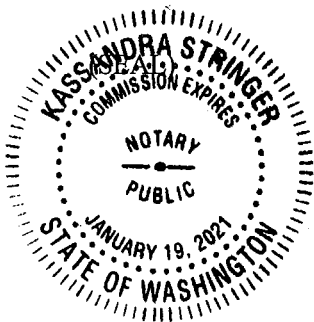
says that I am the President (Officer) of Long Painting Company (Contractor); that said Contractor is in conformance with Idaho Code 63-1502; that it has paid or secured to the satisfaction of the respective taxing units all taxes for which it or its property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this 8TH day of DECEMBER, 2017.

John Fisher
SIGNATURE OF OFFICER

SUBSCRIBED AND SWORN to before me this 8th day of December, 2017.

Kassandra Stringer
Notary Public for ~~Idaho~~ Washington
Residing at File, WA
Commission expires 1/19/21

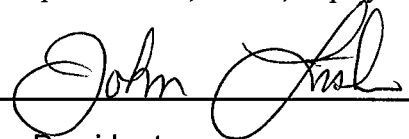


NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

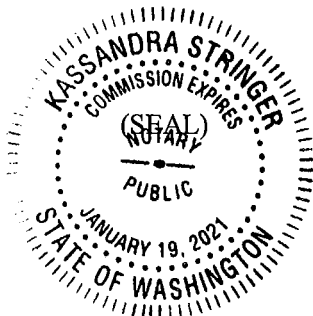
Washington
STATE OF ~~IDAHO~~)
) ss.
COUNTY OF King)

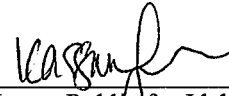
John Fisher, being first duly sworn, on oath deposes and says that:

1. I am the President (Owner, Partner, Officer, Agent or Representative) of Long Painting Company, the Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix the overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Coeur d'Alene, or against any person interested in the proposed Contract, and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: 
Title: President

SUBSCRIBED AND SWORN to before me this 8th day of December, 2017.




Notary Public for ~~Idaho~~ Washington
Residing at File us
Commission expires 1/19/21

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(IDAHO CODE 63-1503)

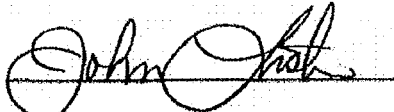
The Contractor, in consideration of securing the business of erecting or constructing Public Works in this State, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the State when taxes, excises, or licenses fees for which it is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, 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. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;
3. That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable.

CONTRACTOR

Long Painting Company

By:



Title:

President

Name:

John Fisher

Address:

21414 68th Avenue S

Kent, WA 98032

(SEAL)

ATTEST:



Denica M. Bucklin, Secretary/Treasurer





RESOLUTION NO. 18-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING THE CONTRACT FOR PAINTING THE INDUSTRIAL STANDPIPE.

WHEREAS, the Water Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with United Painting Idaho, LLC, for the painting of the Industrial Standpipe, 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 a contract with United Painting Idaho, LLC, 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 contract on behalf of the City.

DATED this 6th day of February, 2018.

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 MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
for
INDUSTRIAL STANDPIPE RE-COATING

THIS CONTRACT, made and entered into this 6th day of February, 2018, 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 **UNITED PAINTING IDAHO, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 2209 West Nob Hill Blvd, Yakima, WA 98902, 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 Industrial Standpipe Re-Coating according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents 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 of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents 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 at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the 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 Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under 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 coverage's 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 Ninety-one Thousand One Hundred and Sixty and no/100 Dollars (\$91,160.00).

Monthly progress payments must be submitted by the 10th 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 number of calendar days allowed for completion of the Contract work shall be sixty (60) calendar days, subject to extension granted by the City in writing due to weather. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less 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: In consideration of securing the business of construction the works to be constructed under this contract, 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

without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

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. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That 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 **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, 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 contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form 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, 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,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
UNITED PAINTING IDAHO, LLC

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: January 31, 2018
FROM: Mike Gridley – City Attorney
SUBJECT: Approval of Agreement between North Idaho College and City regarding funding for the Memorial Field renovation and the Four Corners-BLM Corridor Master Plan Improvements

=====

DECISION POINT:

Should the City Council approve an Agreement with NIC for participation in the funding of the Memorial Field renovations and the public improvements between River Avenue and Hubbard Avenue that are part of the Four Corners-BLM Corridor Master Plan?

HISTORY:

The City and NIC have negotiated a proposed Agreement whereby NIC will contribute \$150,000 towards the renovation of Memorial Field and \$228,000 towards the demolition of the blue warehouse building and the construction of the Four Corners-BLM Corridor Master Plan improvements between River Avenue and Hubbard Avenue.

NIC has used Memorial Field for its softball program for many years and will continue to do so in the future. The City welcomes this continued use by NIC and the financial contribution it is making for the renovation of Memorial Field.

The land between River Avenue and Hubbard Avenue that the City is leasing from BLM is adjacent to land owned by NIC. NIC is willing to contribute money to construct the trail and landscaping improvements as set out in the Four Corners-BLM Corridor Master Plan, as well as for the demolition of the blue warehouse building. The City is agreeing to work with NIC and BLM and Congress to allow NIC to use the property as long as the use is consistent with the BLM Lease and the Recreation and Public Purposes Act. This would include waiving setback requirements if need be.

City Council recently approved the Lease with BLM for the land included in this proposed Agreement. Any action taken pursuant to the proposed Agreement must comply with the Lease and the Four Corners-BLM Corridor Master Plan that was required by the lease application. The Master Plan is incorporated into the Lease and the City is required to develop the land in accordance with the Master Plan. Any deviation from the Master Plan will require approval from BLM.

FINANCIAL ANALYSIS:

The contributions from NIC will help fund the renovation to Memorial Field and will also pay for the public improvements between River Avenue and Hubbard Avenue. This will substantially minimize the City's financial burden for the renovation and improvements.

DECISION POINT/RECOMMENDATION:

Staff recommends that City Council should approve the Agreement between NIC and the City for contributions to the Memorial Field renovation and the public improvements between River Avenue and Hubbard Avenue.

RESOLUTION NO. 18-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH NORTH IDAHO COLLEGE CONCERNING CERTAIN PROPERTY LEASED BY THE CITY FROM THE BUREAU OF LAND MANAGEMENT, INCLUDING CONTRIBUTIONS FOR IMPROVEMENTS TO THE LEASED PROPERTY AND FOR MEMORIAL FIELD, IN ACCORDANCE WITH THE FOUR CORNERS-BLM CORRIDOR MASTER PLAN.

WHEREAS, the City Attorney of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with North Idaho College concerning certain property leased by the City from the Bureau of Land Management, including contributions for improvements to the leased property and for Memorial Field, in accordance with the Four Corners-BLM Corridor Master Plan, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" 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 North Idaho College concerning certain property leased by the City from the Bureau of Land Management, including contributions for improvements to the leased property and for Memorial Field, in accordance with the Four Corners-BLM Corridor Master Plan, 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 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 6th day of February, 2018.

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 MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**AGREEMENT
BETWEEN
NORTH IDAHO COLLEGE
AND
CITY OF COEUR D'ALENE**

This AGREEMENT (the "Agreement"), entered into this 6th day of February, 2018, between North Idaho College, a duly formed and existing community college of the State of Idaho with its principal place of business at 1000 W. Garden Avenue, Coeur d'Alene, ID 83816 ("NIC" or the "College"), and the City of Coeur d'Alene, a municipal corporation with its principal place of business at 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814 (the "City").

- A. WHEREAS, the City has executed a lease agreement with the Bureau of Land Management ("BLM") to lease (the "Lease") a 29-acre parcel of public land (the "Leased Property"), pursuant to the Recreation and Public Purposes Act ("R&PP");
- B. WHEREAS, the City has expressed its intent to eventually acquire fee ownership of the Leased Property;
- C. WHEREAS, this entire 29-acre parcel is located within the City limits and was previously encumbered by a railroad right-of-way, which right-of-way terminated in 2011;
- D. WHEREAS, a certain portion of the Leased Property includes that part of the former railroad right-of-way that adjoins NIC property and is along Northwest Boulevard, between River Street and Hubbard Street (the "Subject Parcel"), for which the legal description is attached hereto as Exhibit A and the survey is attached hereto as Exhibit B;
- E. WHEREAS, the College desires to exercise control over and eventually own the Subject Parcel;
- F. WHEREAS, the City desires to cooperate with the College to eventually convey title to the Subject Parcel to the College;
- G. WHEREAS, the City and the College are interested in pursuing joint efforts to either (1) have the Leased Property, except for the Subject Parcel, deeded to the City in fee by the federal government, and have the Subject Parcel deeded to the College in fee by the federal government; or (2) have the Leased Property in its entirety deeded to the City in fee by the federal government and then have the City deed the Subject Parcel to the College in fee;
- H. WHEREAS, the City and the College will cooperate in contacting and working with the Congressional representatives and their offices in an effort to have Congress transfer the Leased Property and, as applicable, the Subject Parcel;

- I. WHEREAS, for so long as the City is operating under the Lease and using the Leased Property in accordance therewith, the City will (1) allow the College to use the Subject Parcel, so long as said use is consistent with the Lease and the R&PP; and (2) waive setback requirements or allow NIC to use the Subject Parcel as its own when determining any setback requirements that the College would otherwise be subject to in regards to the College's property adjoining the Subject Parcel (the "Adjoining Property");
- J. WHEREAS, the City will be responsible for the blue building on the Subject Parcel and will take whatever steps needed to arrange for the removal of that building;
- K. WHEREAS, in consideration of the promises set forth herein, the College has agreed to contribute monies up to, but not exceeding, \$228,000 for costs to construct the public trail and other improvements called for on the Subject Parcel in the Four Corners-BLM Corridor Master Plan, including to contribute to the demolition of the old blue building currently on the Subject Parcel;
- L. WHEREAS, the NIC women's softball program has used Memorial Field, which is addressed in the Four Corners-BLM Corridor Master Plan, for many years and desires to continue such use;
- M. WHEREAS, NIC and the City have cooperated in maintaining Memorial Field over the years and both desire renovation and improvement of that facility; and
- N. WHEREAS, in consideration of the promises set forth herein and to facilitate the desired improvements, the College has agreed to contribute an additional \$150,000 to the City for its use to upgrade Memorial Field as part of the Four Corners-BLM Corridor Master Plan.
- O. WHEREAS, NIC agrees to make payment to the City for work done and money expended pursuant to paragraphs "K" and "N" of this agreement within thirty (30) days of receipt of a request for payment from the City.

NOW, THEREFORE, based on the mutual promises set forth herein, the parties hereby agree as follows:

- 1. The College agrees to support the City's development plans and intended uses for the Leased Property as set forth in that certain Four Corners-BLM Corridor Master Plan.
- 2. While the City is operating under the Lease and using the Leased Property in accordance therewith, the City agrees to allow the College to use the Subject Parcel and to support any lease amendments requested by the College, so long as said use and/or lease amendments comply with the R&PP and are approved by BLM if necessary.
- 3. If the College constructs any building, parking lot or other structure on NIC's property that adjoins the Subject Parcel, the City will waive setback requirements or allow the Subject

Parcel to be used by NIC when complying with any setback requirements that the College would otherwise be subject to in regards to said building, parking lot or other structure.

4. The City and the College agree to pursue joint efforts, including contacting and working with Congressional representatives and their offices, to either (1) have the Leased Property, except for the Subject Parcel, deeded to the City in fee by the federal government, and have the Subject Parcel deeded to the College in fee by the federal government; or (2) in the event that Congress insists on deeding to only one entity, have the Leased Property in its entirety deeded to the City in fee by the federal government and then the City will deed the Subject Parcel to the College in fee.

5. In consideration of the City's promises herein, and in exchange for use of and the ultimate transfer of the Subject Property to the College in fee as contemplated in Paragraphs 3 and 4 above or as can be otherwise arranged, the College hereby agrees to pay \$228,000 for construction of the public trail and other improvements called for on the Subject Parcel in the Four Corners-BLM Corridor Master Plan (This payment also includes an \$8,000 contribution to the City for part of the cost of demolition of the blue building). Additionally, NIC will pay the City an additional \$150,000 for the City to use for improvements to Memorial Field.

6. This Agreement may be amended in writing at any time by mutual agreement of the parties. This Agreement shall be effective upon date of the final signature below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf by duly authorized representatives on the date first written above.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: _____
Steve Widmyer, Mayor

By: _____
Christie Wood, Chair of NIC Board of
Trustees

By: _____
Troy Tymesen, City Administrator

By: _____
Rick MacLennan, President of NIC

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: January 30, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Professional Services Agreement – Construction – Government Way

=====

DECISION POINT:

Should the City Council approve the Professional Services Agreement with J-U-B Engineers, Inc. for Construction Engineering and Inspections (CE&I) services during construction of the Government Way, Hanley Ave to Prairie Ave project?

HISTORY:

The contract for reconstruction of Government Way, Hanley Ave to Prairie Ave has been awarded to Apollo, Inc. as part of a Federal Aid project, which began in 2011. Reconstruction is scheduled to begin April 2nd, 2018. A CE&I firm is required to manage and inspect the construction. J-U-B Engineers was selected through the Request for Proposals (RFP) process, administered by the Local Highway Technical Assistance Council (LHTAC).

FINANCIAL ANALYSIS:

The estimated match amount for construction, including CE&I services, has already been paid to the State.

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

The City Council should approve the Professional Services Agreement with J-U-B Engineers.

RESOLUTION NO. 18-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN IDAHO TRANSPORTATION DEPARTMENT LOCAL PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR CONSTRUCTION ENGINEERING, INSPECTION, AND SAMPLING (CEI&S) SERVICES FOR THE GOVERNMENT WAY CONSTRUCTION PROJECT FROM HANLEY AVENUE TO PRAIRIE AVENUE.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with J-U-B Engineers, Inc., pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" 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 J-U-B Engineers, 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 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 6th day of February, 2018.

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 MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number
94740

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. MULLAN AVENUE Coeur d'Alene ID 83814, hereinafter called the "Sponsor," and J-U-B ENGINEERS, INC., whose address is 250 S. Beechwood Ave., Ste 201, Boise, ID, 83709, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: N GOVERNMENT WAY; HANLEY AVE TO PRAIRIE AVE
PROJECT NO: A012(308)
KEY NO: 12308

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
STRATA, INC.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Megan Kautz, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all construction engineering and inspection agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No.1L.

- 3.2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **2/1/2019**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$623,500.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$623,500.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$200,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

J-U-B ENGINEERS, INC.

Consultant

By: _____

Title: _____

Stephen R. Jann, P.E.
VICE PRESIDENT

CITY OF COEUR D'ALENE

Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction - Subsection 105.10 and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and

including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

- b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to

the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. **PERMITS AND LICENSES**

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. **PATENTS**

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. **NON-DISCRIMINATION ASSURANCES**

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an

administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

N. Government Way; Hanley to Prairie Avenue
Key No. 12308 Project No. A012(308)
DATE: January 23, 2018

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the N. Government Way; Hanley to Prairie Avenue located in Kootenai County, Idaho. J-U-B Engineers Inc. (JUB) intends to provide LHTAC with experienced administration, inspection/sampling personnel. JUB will utilize Strata as a SUBCONSULTANT to conduct materials sampling and testing. Through this contract, JUB will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by JUB under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – JUB will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC, ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – JUB will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals, and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. JUB will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results. MTR's will be prepared for review and approval of the LHTAC Resident Engineer (RE).
 - 1.2 Pre-construction Conference – JUB will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC. Meeting minutes will be prepared and distributed by JUB.
 - 1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

 - i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
 - ii. Coordinate and review additional wage classifications submitted by the contractor on the US Department of Labor form 1444. Submit to the LHTAC Resident Engineer for review and submittal to the US Department of Labor.
 - iii. Maintain records in compliance with Title VI requirements.

- 1.4 Civil Rights Compliance – JUB and the contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.
- 1.5 Filing & Records Verification – Project files will be maintained at JUB's office in Coeur d'Alene, Idaho. JUB will maintain project files electronically using ProjectWise. An ongoing process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- Address periodic review comments.
 - Maintain all correspondence documents electronically. Do not submit hard copy correspondence to the LHTAC.
 - Post Testing results to MAPS – CONSULTANT will record project material test reports in the ITD Materials Acceptance Program within 24 hours of receiving results.
 - Post testing information to MSR- The office assistant will keep current material summary reports for verification of pay estimate quantities.
 - Post Testing information to QASP- The office assistant will post Quality Assurance Special Provision test reports into the ITD QASP program for calculation of bonus/deduct. Generate Pay Factor and F&T results for transmittal to contractors.
 - Post Site Manager Entries – CONSULTANT will enter Site Manager entries for the project pay estimates from field diaries and pay item documents. Check pay item quantities against material summary reports to assure quantities posted have appropriate certifications and test reports.
- 1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance Assumptions:

- i. Prepare biweekly or monthly pay estimate packages.
 - ii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.
- 1.7 Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

- 1.8 Contract Changes – Requests received from the contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.
- 1.9 Pre-paving Meeting – JUB will facilitate a pre-paving meeting with the contractor. JUB will prepare and distribute both meeting agenda and minutes.
- 1.10 Weekly Progress Meetings – Weekly progress meetings will be held on site or at JUB's Conference Room in Coeur d'Alene, Idaho.
Performance Assumptions:
i. Attend weekly/periodic progress meetings and prepare agenda and minutes for distribution and review.
- 1.11 Monthly Invoicing – Monthly invoices of JUB labor will be submitted to the LHTAC Resident Engineer and Financial Specialist for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. JUB shall formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.
- 1.12 Change Orders – JUB will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer.
Performance Assumptions:
i. JUB will consult with the LHTAC Resident Engineer and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the Draft ITD-2317 and necessary backup documents for the RE's review.
ii. JUB will assist the LHTAC Resident Engineer in preparing for any litigation or other action that may arise.
iii. For pending claims concerning extra work or work beyond the original scope, JUB will maintain accurate force account records showing actual cost of such work.
- 1.13 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
- iii. Interpretations and Clarifications – It is expected that JUB will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
- iv. Shop Drawings - Consultant will transmit shop drawings for Engineer of Record review and approval. Consultant will notify LHTAC when these are transmitted.
- v. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC with the LHTAC Resident Engineer.

- vi. Contractor Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.
- vii. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.
- viii. J-U-B will review and submit to the LHTAC RE for approval the sub-contractor submittals. (ITD 315's)

1.14 Public Relations – Provide a public involvement plan and coordinate with team members. J-U-B will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained. Help provide project mailings and attend weekly project meetings. Key stakeholder interviews and summary report. Provide a contact list for questions and comments for the project. Maintain stakeholder coordination and database.

2. **Survey Control** – JUB will check and verify the contractor surveys for accuracy and compliance with the plans and specifications using inspection staff. Contract directed survey will be used for any survey work requiring a licensed surveyor.

3. **Project Inspection** – Inspection will be performed by JUB with qualified and certified inspection staff. A spread sheet with qualifications and certifications will be prepared and maintained to ensure full compliance with ITD, WAQTC, and IQP requirements.

3.1 Inspector Diaries – Daily reports on ITD forms will be prepared to record the contractor's hours on the site, weather conditions, data relative to questions of change orders, filed orders, or changed conditions, site visitors, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed. These will be scanned and put into ProjectWise on a weekly basis.

3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the contractor will be identified and documented with recommendations reported to the Engineer.

3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the contractor.

3.4 Environmental & Erosion Control Monitoring –

- i. For SWPPP projects - JUB will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will ensure compliance with all permits and storm water plans.
- ii. For ESCP projects – JUB will provide a certified inspector, which has at a minimum the SEEP qualifications, who will ensure compliance with all permits and storm water plans.
- iii. Weekly monitoring reports will be prepared and filed in the project office. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.

Performance Assumptions:

- i. This scope includes two inspections per week (one regular and one

storm event driven). The scope includes one hour per inspection. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits, only the ITD inspection record necessary for the SWPPP/ESCP reporting. Daily diaries will be completed by the assigned project inspector.

- 3.5 Asphalt and Fuel Price Adjustment Calculations - Asphalt and Fuel Price adjustment will be calculated monthly. Record of each month's calculation must be included in the project files.

4. **Materials Sampling & Testing** – JUB and Strata will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract special provisions. JUB will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. JUB will provide daily monitoring of the Contractor's Quality Control activities at the project site.
- 4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by CONSULTANT will be documented and submitted in the Materials MAP and QC/QA statistical analysis for penalty/bonus calculations.
- 4.3 Schedule for Sampling – LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
- 4.4 Acceptability of "or-equal" Products – JUB will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

5. **Record Drawings & Project Close-Out** – JUB will track changes and deviations from the plans and prepare the As-Built drawings. At the completion of the project, marked drawings will be submitted to the LHTAC for preparation of the record drawings. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance.

Performance Assumptions:

- 5.1 Verify to that all necessary documents have been received for submission of the contractor's affidavit of payment.
- 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final

payment.

- 5.3 Promptly conduct an inspection after notice from the contractor that the entire work is ready for its intended use, in the company of the ITD, LHTAC Resident Engineer and the contractor, to determine if the work is Substantially Complete. If there are no objections from ITD, JUB will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the contractor.
 - 5.4 Participate in a final inspection, to include representatives from the ITD and LHTAC, to determine if the completed work by the contractor is acceptable so that JUB and the LHTAC may recommend in writing, final payment to the contractor. JUB will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.
 - 5.5 Prepare and furnish to the ITD record plans showing appropriate record information based on project annotated documents received from the contractor. Red marked plans depicting all changes to the original contract will be electronically submitted to the LHTAC.
 - 5.6 CONSULTANT will deliver the electronic copy of closed out project files to the LHTAC no later than 30 calendar days following work being completed on the project.
6. **Key Understandings** - It is anticipated that each JUB personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by JUB and all work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.
7. **Project Schedule** - JUB proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. The contract has been awarded to Apollo. Contract start window in between April 2nd and April 16th 2018. With a completion date of November 2, 2018.

It is anticipated that JUB will be engaged in CE&IS Services from February 1, 2018 through February 1, 2019.

8. **Professional Service Fee** - JUB will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. JUB will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent JUB's professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the contractor's schedule. JUB will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

N Government Way; Hanley to Prairie
A012(308)
12308

A. SUMMARY ESTIMATED MAN-DAY COSTS

OVERTIME COSTS						
Lead On-Site Inspector / NPDES	Jim Ward	300	@	\$15.58	= \$	4,674.00
Inspector #2	Logan Sorensen	300	@	\$16.84	= \$	5,052.00
Inspector #3	Scott Fletcher	150	@	\$16.72	= \$	2,508.00
TOTAL LOADED OT LABOR COST					= \$	12,234.00

Approved Overhead Rate	189.2000%
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D. FCCM	0.7600%
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ENTRANCE

		Estimated Amount		Unit Cost		Estimated Expense	
1	Vehicle Mileage						
	JUB Office to Project (1-way)	2	Mi				
	Inspector Trips	750	Trips	3,000	Mi	3,000 @ \$ 0.545	= \$ 1,635.00
2	Misc Office Supplies/Mailing/ Copies/Flyers					1 @ \$ 800.00 /EA	= \$ 800.00
TOTAL ESTIMATED EXPENSE							= \$ 2,435.00

1 STRATA	= \$	107,365.91
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EXHIBIT "A"

JUB - Project Personnel										STRATA - Project Personnel				Assume 150 Calendar Days Construction = 30 wks or 7 months	
JUB - Project Personnel										STRATA - Project Personnel				Assume 150 Calendar Days Construction = 30 wks or 7 months	
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STRATA - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days		Man-Hours	Raw Hrly Rate	Loaded Hrly Rate		Loaded Labor Cost
1	Staff Manager	Ryan Lewis	12.5	=	100	@ \$ 36.06	\$ 107.67	=	\$ 10,767.36
2	Technician	Lindsay Ostrom	30	=	240	@ \$ 21.00	\$ 62.71	=	\$ 15,049.22
3	Technician	Tom Anderson	25.5	=	204	@ \$ 21.50	\$ 64.20	=	\$ 13,096.40
4	Administrator	Jeana Abell	2.5	=	20	@ \$ 23.56	\$ 70.35	=	\$ 1,406.98
TOTAL LOADED LABOR COST								=	\$ 40,319.95

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate 172.69%

C. NET FEE 9.50%

D. FCCM 0.000%

E. OUT-OF-POCKET EXPENSE SUMMARY

	Mileage (Strata CDA office to project)	688 @	\$0.545 =	\$374.96
	Nuclear Densometer	66 @	\$42.00	\$2,772.00
Section 200 & S600	T180 (Proctor)	4 @	\$200.00 =	\$800.00
	Gradation/SE for T180	4 @	\$210.00 =	\$840.00
	1-Point Proctor for SG/GB/SS/Backfill	180 @	\$95.00 =	\$17,100.00
	Coarse Sieve for SG/GB/SS/Backfill	180 @	\$52.00 =	\$9,360.00
	Moisture Content for SG/GB/SS/Backfill	180 @	\$36.00 =	\$6,480.00
Section 300	Gradation/SE/FF (3/4 Agg)	21 @	\$285.00 =	\$5,985.00
	Coarse Sieve for T-74	21 @	\$52.00 =	\$1,092.00
	Moisture for T-74	21 @	\$36.00 =	\$756.00
	T-74	1 @	\$840.00 =	\$840.00
Section 400	Anti-strip	10 @	\$105.00 =	\$1,050.00
	Gradation/FF/SE (Cold Feed)	2 @	\$285.00 =	\$570.00
	Flat & Elongated (Cold Feed)	2 @	\$78.00 =	\$156.00
	Fine Aggregate Angularity (Cold Feed)	2 @	\$105.00 =	\$210.00
	Superpave Test Series for TS	6 @	\$475.00 =	\$2,850.00
	Core Density (TS Gauge Correlation)	10 @	\$36.00 =	\$360.00
	Coring Equipment & Generator	2 @	\$265.00 =	\$530.00
	Ignition Furnace Calibration (N value)	2 @	\$210.00 =	\$420.00
	Rice Spec Grav (Set of 2)	20 @	\$250.00 =	\$5,000.00
	Asphalt Content/Gradation/Moisture	20 @	\$210.00 =	\$4,200.00
	Volumetric Properties (Set of 2)	20 @	\$265.00 =	\$5,300.00
TOTAL TESTING COST				\$67,045.96

TOTAL = \$ 107,365.91

NEGOTIATED FEE AMOUNT

N. Government Way; Hanley to Prairie
A012(308)
12308

####

ADDITIVES		JUB		STRATA	Negotiation Notes
Schedule		Base	7.00%	7.00%	
Normal	0.00%		0.00%	0.00%	
	1.00%				
Duration	0.00%		0.00%	0.00%	1 Season
	0.50%				
	1.00%				
Size	1.00%				
	0.50%		0.50%	0.50%	
	0.00%				
Complexity	0.00%				
	0.50%				
	1.00%				
	1.50%		1.50%	1.50%	Urban, utilities, many stakeholders
	2.00%				
Risk	0.00%		0.00%	0.00%	Loaded Rate Agreement
	1.00%				
	2.00%				
ADJUSTED FEE			9.00%	9.00%	
Overhead Rate					
< 1.350		2.00%			
1.351 - 1.550		1.50%			
1.551 - 1.650		1.00%			
1.651 - 1.850		0.50%		0.50%	STRATA 1.7269
> 1.851		0.00%			JUB 1.8920
ADJUSTED OH FEE			0.00%	0.50%	
NET FEE FOR PROJECT			9.00%	9.50%	

STAFF REPORT

TO: Honorable Mayor, and City Council
FROM: Lee Brainard, Patrol Captain
SUBJECT: Consideration of the addition of a grant-funded Traffic/DUI Officer Position
DATE: February 2, 2018

RECOMMENDATION

Staff recommends that the City Council approve:

1. The submission of application for an *Idaho Office of Highway Safety Grant* providing funding for the addition of a Traffic/DUI Enforcement Officer.

BACKGROUND: In 2017, Patrol responded to 678 calls for service related to DUI offenses, and we arrested 388 people for DUI. The average blood alcohol content of those arrested was .178, which is over double the legal limit. Of those 388 arrests, 22.17 % of those individuals arrested, (86 people) refused to cooperate with evidentiary testing, and an additional 21.65% (84 people) had a blood alcohol content of .20, which is two and a half times the legal limit. Furthermore, we responded to 66 motor vehicle crashes in which alcohol was a factor.

DISCUSSION: As implied there is a need to address these threats to our public's safety, and disruption to our quality of life. The application process for the Highway Safety Grant that we successfully applied for and received in 2015 is once again opening and we are eligible to apply. The grant is a 3 year grant and, if awarded, would provide for a portion of the officer's salary and benefits; 75% the first year, 50% the second year, and 25% the third and final year. However, if awarded, the grant must be reapplied for, for years 2 and 3.

FINANCIAL ANALYSIS: Two primary elements of the Highway Safety Grant are the monetary commitments of the Idaho Office of Highway Safety, and of the City of Coeur d'Alene. The projected monetary figure is based on the cost to purchase and equip a traffic enforcement vehicle and the average salary and benefits of an eligible veteran officer, and that amount is ninety one thousand, nine hundred and sixty six dollars (\$91,966) annually.

The monetary commitment from each entity will be as follows:

Year 1: The monetary commitment of the Idaho Office of Highway Safety would consist of 75% of the officer's salary and benefits, totaling sixty eight thousand, nine hundred seventy four dollars (\$68,974). The monetary commitment of the City of Coeur d'Alene would consist of 25% of the officer's salary and benefits, totaling twenty two thousand, nine hundred ninety two dollars (\$22,992). A patrol vehicle would also need to be acquired for this purpose. The cost of a fully outfitted patrol vehicle is sixty eight thousand, one hundred seventy one dollars (\$68,171).

Year 2: The monetary commitment of the Idaho Office of Highway Safety and the City of Coeur d'Alene would consist 50% of the officer's salary and benefits, totaling forty five thousand, nine hundred eighty three dollars (\$45,983).

Year 3: The monetary commitment of the Idaho Office of Highway Safety would consist of 25% of the officer's salary and benefits, totaling twenty two thousand, nine hundred ninety two dollars, (\$22,992). The monetary commitment of the City of Coeur d'Alene would consist of 75% of the officer's salary and benefits, totaling sixty eight thousand, nine hundred seventy four dollars (\$68,974).

It is anticipated that the police department could absorb the vehicle and first year costs during this budget year without a budget amendment. Costs for subsequent years would be part of the regular budget process.

PERFORMANCE ANALYSIS: Specified performance objectives comprised of enforcement activity, community education programs, multi-agency emphasis patrols, collaboration with our business community, media relations, community information social media sources, will be agreed on, and will be monitored, and documented on a daily, weekly, monthly, and annual basis.

DECISION POINT

Authorization for submission of application for an *Idaho Office of Highway Safety Grant* providing funding for the addition of a Traffic/DUI Enforcement Officer



DUI/Traffic Officer

- The Police Department is seeking approval to apply for grant funding for a percentage of one traffic officer's wages and benefits through the Idaho Office of Highway Safety.
- The new traffic officer position will be filled by a current officer and then we will hire a new employee to fill the vacancy.
- The PD currently has four dedicated traffic personnel assigned to the Traffic Team, and the addition of one officer will allow the department to more effectively deal with DUI related issues.



HISTORY

- In 2017, Patrol responded to 678 calls for service related to DUI offenses.
- 388 people arrested for DUI.
- The average blood alcohol content of those arrested was .178, which is over double the legal limit.
- 22.17 % of those individuals arrested, (86 people) refused to cooperate with evidentiary testing.
- An additional 21.65% (84 people) had a blood alcohol content of .20, which is two and a half times the legal limit.
- We responded to 66 motor vehicle crashes in which alcohol was a factor.
- 2017, CDC named Coeur d'Alene as the *"Drunkest City in Idaho"*.
 - 38.3% fatal crash rate; in the top 25% in the Nation
 - 17.9% of adults admitted to binge drinking



GOALS

- Reduce the total number of impaired driving offenses as well as impaired driving crashes in the City of Coeur d'Alene
- Increase public awareness of impaired driving traffic issues through collaboration with Community Stakeholders, the use of Social media and Local Media Outlets
- Increase proactive enforcement of impaired-drivers
- Decrease the frequency of DUI refusals
- Reduce the average Blood Alcohol Content



FINANCIAL IMPACT

- Although the PD must resubmit the grant application every year for the duration of the grant (3 years), it is likely that our grant application will be accepted.
- New Traffic Vehicle: \$68,171.
- In brief, this grant will fund 75% of a traffic officer's wages and benefits the first year, 50% the second year, and 25% the third year. Additionally, the grant will cover some equipment and training for the traffic officer.
- The first year grant application amount will be \$160,137. The cost to the City will be \$91,163 due to the cost of the vehicle.



Decision point

The Police Department is seeking approval to apply for and accept grant funding for the addition of a Traffic/DUI Officer (and related equipment) through the Idaho Office of Highway Safety.



RESOLUTION NO. 18-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH JESSICA MINKLER AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF MARVIN PAUL KEOUGH, FOR PROPERTY LOCATED AT, AND COMMONLY KNOWN AS, 7845 N. RAMSEY ROAD.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Jessica Minkler, as personal representative for the estate of Marvin Paul Keough, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "1" and by this 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 that the City enter into an annexation agreement with Jessica Minkler, as personal representative for the estate of Marvin Paul Keough, 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 of Coeur d'Alene.

DATED this 6th day of February, 2018.

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 EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT
Ramsey Annexation
A-3-17

THIS AGREEMENT, made and dated this 6th day of February, 2018, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and ***Jessica Minkler, as personal representative for The Estate of Marvin Paul Keough, deceased, Kootenai County probate case number CV-2016-8787***, organized pursuant to the laws of the State of Idaho, with its address at ***7845 N. Ramsey Road, Coeur d' Alene, ID 83815***, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process of the Property, which is commonly known as ***Ramsey Annexation***. A copy of the approved Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth;

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is located south of Prairie Avenue on the west side of Ramsey Road and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of

plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use Hayden Lake Irrigation District and sanitary sewer systems for this development. The Owner will extend, at its own cost, the water and sanitary sewer systems to each lot within the approved Ramsey Annexation and further agrees to fully comply with all city policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the Hayden Lake Irrigation District, by warranty deed in a format acceptable to Hayden Lake Irrigation District, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to Hayden Lake Irrigation District, so that Hayden Lake Irrigation District will have adequate water rights to ensure that the Hayden Lake Irrigation District can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.4. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC & PRIVATE IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Paved Access Road: The cell phone tower access road is required to be paved, with either concrete or asphalt, and encompass all maneuvering areas associated with the above ground essential service wireless facility. This improvement must be complete within 1-year of the Annexation, or at the time of Site Development, whichever occurs first.

4.3 Buffer Yard Landscaping: The buffer yard landscaping around the fence for the cell phone tower needs to be replaced. The dead bushes are required to be replanted and the existing irrigation system will be required to be functioning properly to meet minimum city standards. This improvement must be complete within 1-year of the Annexation, or at the time of Site Development, whichever occurs first.

4.4 Right-of-Way Dedication: Five feet (5') of additional right-of-way along the west side of Ramsey Road are to be dedicated to the City of Coeur d'Alene with this annexation, to provide a consistent 100-foot right-of-way width, as exists north and south of the subject property, to allow for maintenance and operation of the existing shared-use path.

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration, in the amount of Twenty thousand and two hundred fifty dollars and no/100 (\$20,250.00). This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per equivalent residential lot in the approved Ramsey Annexation (i.e., 17 units per acre on 1.6 acres is equivalent to 27 units). The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

5.3. Payment of annexation fees: Prior to recordation of the Annexation Agreement and Ordinance all annexation fees shall be paid.

5.4. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

5.5. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand Dollars and no/100 (\$1,000.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

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

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either

party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

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 Jessica Minkler, as personal representative for the Estate of Marvin Paul Keough, deceased, Kootenai County probate case number CV-2016-8787 have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

OWNER:

By: _____
Steve Widmyer, Mayor

By: _____
Jessica Minkler, as personal representative
for The Estate of Marvin Paul Keough,
deceased, *Kootenai County probate case
number CV-2016-8787*

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of February, 2018, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2018, before me, a Notary Public, personally appeared **Jessica C. Minkler** known, or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT "A"

Annexation Land Description

The South half of Tract 315 and the South 3 feet of the East half of the North Half of Tract 315 of HAYDEN LAKE IRRIGATED TRACTS, filed at Book B of Plats, Page 150, Records of Kootenai County, Idaho, located in Northeast Quarter Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 27, being a 3.25 inch brass cap per CP&F Instrument Number 2145300000, Records of Kootenai County, Idaho, from which the North Quarter Corner bears North 88° 12' 45" West 2614.15 feet; thence along the East line of said Section 27 South 01° 11' 21" West 328.07 feet; thence leaving said East line North 88° 12' 52" West 50.00 feet to the westerly Right of Way of Ramsey Road and the boundary of the City of Coeur d'Alene, and also being the **True Point of Beginning**;

thence along said City Boundary South 01° 11' 21" West 333.42 feet to a point on the North line of the North half of Tract 330;

thence along said North line, North 88° 16' 21" West 603.12 feet to the common corner of Tracts 315, 316, 329, and 330 of said HAYDEN LAKE IRRIGATION TRACTS and said City Boundary;

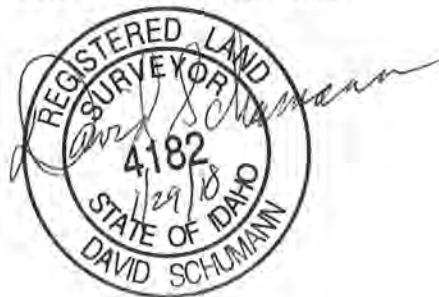
thence along the East line of said Tract 316 and City Boundary North 01° 09' 09" East 331.03 feet to the South line of the North Half of Tract 315;

thence leaving said City Boundary and along said South line of the North Half South 88° 12' 52" East 326.61 feet to the East line of the West Half of the North Half of said Tract 315;

thence along the East line of the West half said North Half North 01° 10' 28" East 3.00 feet to said City Boundary;

thence leaving said East line and along said City Boundary South 88° 12' 52" East 276.73 feet to the **True Point of Beginning**;

containing 4.60 acres of land, more or less.



BOOK: _____ PAGE: _____

INSTRUMENT No. _____

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF: LAKE CITY ENGINEERING
AT _____ MINUTES PAST _____ O'CLOCK _____ M.
ON _____ 20 _____.

RECORDER
BY _____

DEPUTY

THE BASIS OF BEARING FOR THIS SURVEY IS N88°12'45"W PER (R-1) AS SHOWN ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27.

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY,
NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

THE PURPOSE OF THIS MAP TO CONFORM WITH STATE AND LOCAL REQUIREMENTS SHOWING THE ADJUSTED BOUNDARY FOR THE CITY OF COEUR D'ALENE.

(R-1) ANNEXATION MAP ORDINANCE # 3528 PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK 29 OF SURVEYS, PAGE 61, RECORDS OF KOOTENAI COUNTY, IDAHO.

(R-2) RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 28 OF SURVEYS, PAGE 348, RECORDS OF KOOTENAI COUNTY, IDAHO.

(R-3) RECORD OF SURVEY PREPARED BY TATE ENGINEERING AND FILED AT BOOK 28 OF SURVEYS, PAGE 76, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-1) PLAT OF PROVENCE TWENTY PREPARED BY TATE ENGINEERING AND FILED AT BOOK K OF PLATS, PAGE 177, RECORDS OF KOOTENAI COUNTY, IDAHO.

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4997"
- ⊗ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4565"
- ⊕ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 8575"
- FOUND 5/8" REBAR NO CAP
- ⊗ FOUND 2-1/2" ALUMINUM CAP MARKED "PLS 11187"
- △ CALCULATED POINT, NOTHING FOUND OR SET

Line Table		
Line #	Direction	Length
L3	N1°10'28"E	3.00
L4	N88°12'52"W	50.0

Curve Table						
Curve #	Length	Radius	Delta	Chord	Bearing	Record Data
C1	129.33'	5940.00'	1°14'51"	129.33'	N85°22'11"W	R=5940' L=129.32' D=1°14'51" CH=129.32' (R-
C2	59.02'	6060.00'	0°33'29"	59.02'	S85°01'30"E	
C3	247.62'	6060.00'	2°20'28"	247.60'	S86°28'28"E	
C4	46.51'	30.00'	88°50'04"	41.99'	N43°13'41"W	R=30.00' L=46.53' D=88°50'17" CH=41.99' (R-

A circular professional seal for David Schumann, a Professional Land Surveyor in the State of Idaho. The seal contains the text "PROFESSIONAL LAND SURVEYOR" around the top arc, "STATE OF IDAHO" around the bottom arc, and "DAVID SCHUMANN" in the center. The license number "4182" and the expiration date "1/12/18" are also present. The seal is stamped over a document that includes a "NOTICE OF RECORDING" section with a table of property descriptions and a "RECORDING INFORMATION" section with a table of recording details.



CHECKED BY:	DES
DRAFTED BY:	WAL
SCALE:	1" = 100'
DATE:	01/19/2018
JOB NO:	LCE 17-072

EXHIBIT "B"

COEUR D'ALENE CITY COUNCIL FINDINGS AND ORDER

A. INTRODUCTION

This matter having come before the City Council on November 21, 2017 and there being present a person requesting approval of ITEM A-3-17, a request for zoning in conjunction with annexation from County Agriculture to City C-17.

APPLICANT: THE ESTATE OF MARVIN PAUL KEOUGH

LOCATION: +/- 4.63 ACRE PARCEL LOCATED SOUTH OF PRAIRIE AVE. ON THE
WEST SIDE OF RAMSEY ROAD COMMONLY KNOWN AS 7845 N.
RAMSEY RD

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Agriculture.
- B4. That the notice of public hearing was published on, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on November 21, 2017.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.11- Community Design: Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12 - Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 2.02 - Economic & Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

Objective 3.16 - Capital Improvements: Ensure infrastructure and essential services are available prior to approval for properties seeking development.

Objective 3.18 - Transportation: Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable

Objective 4.02 - City Services: Provide quality services to all of our residents (potable water, sewer and storm water systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and a letter submitted by the Hayden Lake Irrigation District stating that water and sewer will be provided.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is similar to the surrounding area.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because this property is surrounded by other C-17 properties.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of THE ESTATE OF MARVIN PAUL KEOUGH for zoning in conjunction with annexation as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

Planning:

- 1. To bring the site into compliance with the city's minimum paving standards, the annexation agreement should require the cell phone tower access be paved, with either concrete or asphalt, and encompass all maneuvering areas associated with the above ground essential service wireless facility. This improvement must be complete within 1-year of the Annexation, or at the time of Site Development, whichever occurs first.
- 2. The buffer yard landscaping around the fence for the cell phone tower is in poor shape. Planning staff recommends that the dead bushes be replanted and the existing irrigation system is functioning properly to meet minimum city standards. This improvement must be complete within 1-year of the Annexation, or at the time of Site Development, whichever occurs first.

Streets & Engineering:


- 3. The Streets and Engineering Departments request five feet (5') of right-of-way to be dedicated to the City of Coeur d'Alene with this annexation, to provide a consistent 100-foot right-of-way width, as exists north and south of the subject property, to allow for maintenance and operation of the existing shared-use path.

Motion by Evans, seconded by Edinger, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member Miller	Voted Yes
Council Member English	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1000

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

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as city C-17 (Commercial at 17 units/acre).

SECTION 2. That the Zoning Ordinance of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and she is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under 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 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 February 6, 2018.

APPROVED by the Mayor this 6th day of February, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-3-17/7845 N. Ramsey Road

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

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. _____, A-3-17/7845 N. Ramsey Road, 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 6th day of February, 2018.

Randall R. Adams, Chief Deputy City Attorney

Annexation Land Description

The South half of Tract 315 and the South 3 feet of the East half of the North Half of Tract 315 of HAYDEN LAKE IRRIGATED TRACTS, filed at Book B of Plats, Page 150, Records of Kootenai County, Idaho, located in Northeast Quarter Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 27, being a 3.25 inch brass cap per CP&F Instrument Number 2145300000, Records of Kootenai County, Idaho, from which the North Quarter Corner bears North 88° 12' 45" West 2614.15 feet; thence along the East line of said Section 27 South 01° 11' 21" West 328.07 feet; thence leaving said East line North 88° 12' 52" West 50.00 feet to the westerly Right of Way of Ramsey Road and the boundary of the City of Coeur d'Alene, and also being the **True Point of Beginning**;

thence along said City Boundary South 01° 11' 21" West 333.42 feet to a point on the North line of the North half of Tract 330;

thence along said North line, North 88° 16' 21" West 603.12 feet to the common corner of Tracts 315, 316, 329, and 330 of said HAYDEN LAKE IRRIGATION TRACTS and said City Boundary;

thence along the East line of said Tract 316 and City Boundary North 01° 09' 09" East 331.03 feet to the South line of the North Half of Tract 315;

thence leaving said City Boundary and along said South line of the North Half South 88° 12' 52" East 326.61 feet to the East line of the West Half of the North Half of said Tract 315;

thence along the East line of the West half said North Half North 01° 10' 28" East 3.00 feet to said City Boundary;

thence leaving said East line and along said City Boundary South 88° 12' 52" East 276.73 feet to the **True Point of Beginning**;

containing 4.60 acres of land, more or less.

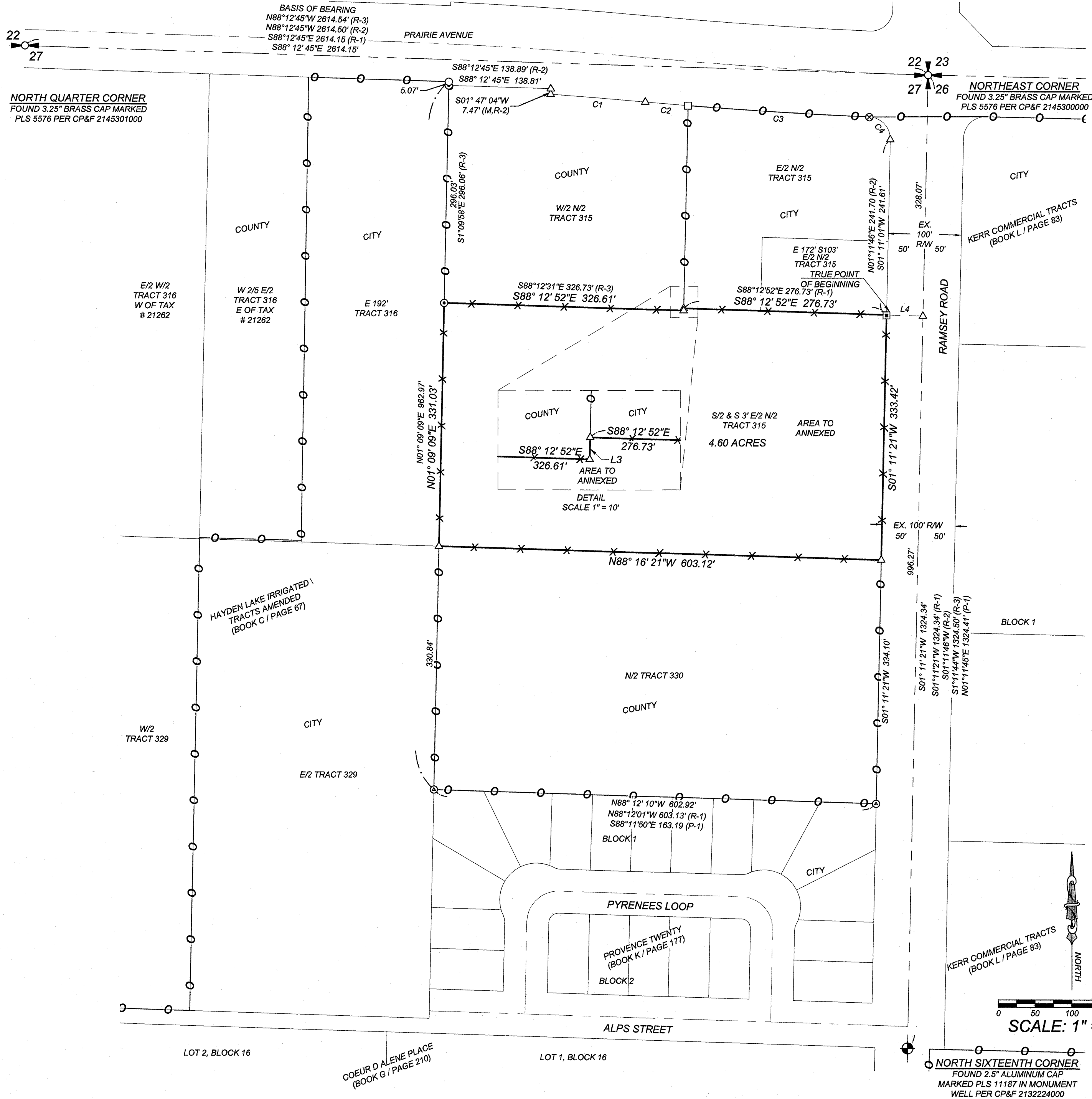


CITY OF COEUR D'ALENE

ANNEXATION MAP ORDINANCE # 3597

THE SOUTH HALF OF TRACT 315 AND THE SOUTH 3 FEET OF THE EAST HALF OF THE NORTH HALF OF TRACT 315, HAYDEN LAKE IRRIGATED TRACTS, LYING IN SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____
STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF: LAKE CITY ENGINEERING, INC.
AT _____ MINUTES PAST _____ O'CLOCK _____ M.
ON _____ 20____
RECORDER
BY _____ DEPUTY



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS N88°12'45"W PER (R-1) AS SHOWN ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

PURPOSE

THE PURPOSE OF THIS MAP TO CONFORM WITH STATE AND LOCAL REQUIREMENTS SHOWING THE ADJUSTED BOUNDARY FOR THE CITY OF COEUR D'ALENE.

REFERENCE DOCUMENTS

- (R-1) ANNEXATION MAP ORDINANCE # 3528 PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK 29 OF SURVEYS, PAGE 51, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-2) RECORD OF SURVEY PREPARED BY RUEN-YEAGER & ASSOCIATES, INC AND FILED AT BOOK 28 OF SURVEYS, PAGE 348, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-3) RECORD OF SURVEY PREPARED BY TATE ENGINEERING AND FILED AT BOOK 28 OF SURVEYS, PAGE 76, RECORDS OF KOOTENAI COUNTY, IDAHO.
(P-1) PLAT OF PROVENCE TWENTY PREPARED BY TATE ENGINEERING AND FILED AT BOOK K OF PLATS, PAGE 177, RECORDS OF KOOTENAI COUNTY, IDAHO.

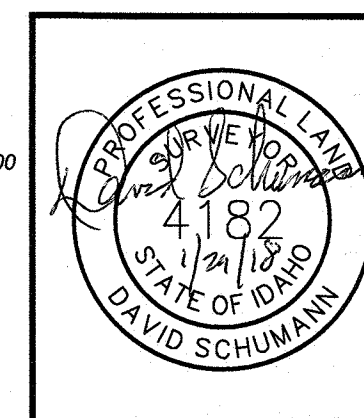
LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4997"
- ⊕ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4565"
- ⊖ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 8575"
- FOUND 5/8" REBAR NO CAP
- ⊗ FOUND 2-1/2" ALUMINUM CAP MARKED "PLS 11187"
- △ CALCULATED POINT, NOTHING FOUND OR SET

- EXISTING CITY LIMITS
- × PROPOSED ANNEXATION LINE
- ADJACENT LOT LINE
- CENTER LINE
- SECTION LINE
- SURVEY LINE

Line Table		
Line #	Direction	Length
L3	N1°10'28"E	3.00'
L4	N88°12'52"W	50.00'

Curve Table						
Curve #	Length	Radius	Delta	Chord	Bearing	Record Data
C1	129.33'	5940.00'	1°14'51"	129.33'	N85°22'11"W	R=5940' L=129.32' D=1°14'51" CH=129.32' (R-2)
C2	59.02'	6060.00'	0°33'29"	59.02'	S85°01'30"E	
C3	247.62'	6060.00'	2°20'28"	247.60'	S86°28'28"E	
C4	46.51'	30.00'	88°50'04"	41.99'	N43°13'41"W	R=30.00' L=46.53' D=88°50'17" CH=41.99' (R-2)



CHECKED BY:	DES
DRAFTED BY:	WAL
SCALE:	1" = 100'
DATE:	01/19/2018
JOB NO:	LCE 17-072
1	
1	

PUBLIC HEARINGS

CITY COUNCIL

STAFF REPORT

DATE: February 6, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-1, Vacation of a portion of Lee Court right-of-way adjoining the southerly boundary of the adjusted Lot 4, Block 2, Moen Subdivision in the City of Coeur d'Alene.**

DECISION POINT

The applicant, GVD Partners, LP, is requesting the vacation of a portion of Lee Court right-of-way that adjoins the southerly boundary of their property on Lee Court (1619 W. Appleway Avenue).

HISTORY

The requested right-of-way was relinquished to the City of Coeur d'Alene through an agreement with the Idaho Transportation Department effective on December 30, 2004.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.396 Acres (17,263 Square Feet) to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to realign the excess right-of-way to match the existing public improvements. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner.

RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, GVD Partners, LP.

WINCO FOODS

RIGHT-OF-WAY VACATION

FRONTING ADJUSTED LOT 4, BLOCK 2, MOEN SUBDIVISION

IN THE SW ¼ SEC. 2, T.50N., R.4W., B.M.

IN THE CITY OF COEUR D'ALENE,

KOOTENAI COUNTY, IDAHO

APPLEWAY

AVENUE

N85°42'22"W
5.28'

L=234.40

BUILDING
PAD
1466 W.
APPLEWAY
6,000 SF

ADJUSTED LOT 3

INST# 2624405000

ADJUSTED LOT 3 AREA= 47,680 SF

N00°00'00"E
350.78'

167.04

N 66°18'24" W
59.89'N 90°00'00" W
195.97'

L=107.59'

C5
L=5.78'S 38°45'59" W
86.93'S40°16'56"E
177.26'

ADJUSTED LOT 4

INST # 2624404000

ADJUSTED LOT 4 AREA= 67,772 SF

R.O.W. VACATION AREA = 17,263 SF

TOTAL LOT 4 AREA,
FOLLOWING ADJUSTMENT
AND VACATION= 85,035 SFR.O.W. VACATION
(AREA = 17,263 SF)N86°53'56"W
224.85'S86°53'56"E
200.00'N00°00'00"E
27.01'C1
L=38.18C2
L=134.51S88°50'10"E
233.30'C3
L=24.05C4
L=101.89N00°14'32"E
93.23'S40°17'45"E
51.86'

LEE COURT

NEW 31' R.O.W.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	24.05	140.04	9°50'24"	N86° 14' 38"E	24.02
C4	101.89	48.00	121°37'11"	N20° 30' 51"E	83.81
C1	38.18	854.08	2°33'41"	S79° 43' 20"E	38.18
C2	134.51	1110.77	6°56'17"	S85° 22' 01"E	134.42
C5	5.78	410.10	0°48'26"	N40° 41' 10"W	5.78

CRACKER
BARREL

EXISTING PARKING

EXHIBIT OF RIGHT-OF-WAY VACATION
LEE COURT FRONTING BLOCK TWO,
MOEN SUBDIVISION

SCALE: NTS

DATE: 12/15/17

FILE: M72H

FRAME & S METANA, PA
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 664-2121 / Fax: (208) 765-5502 / Email: smetana@roadrunner.com

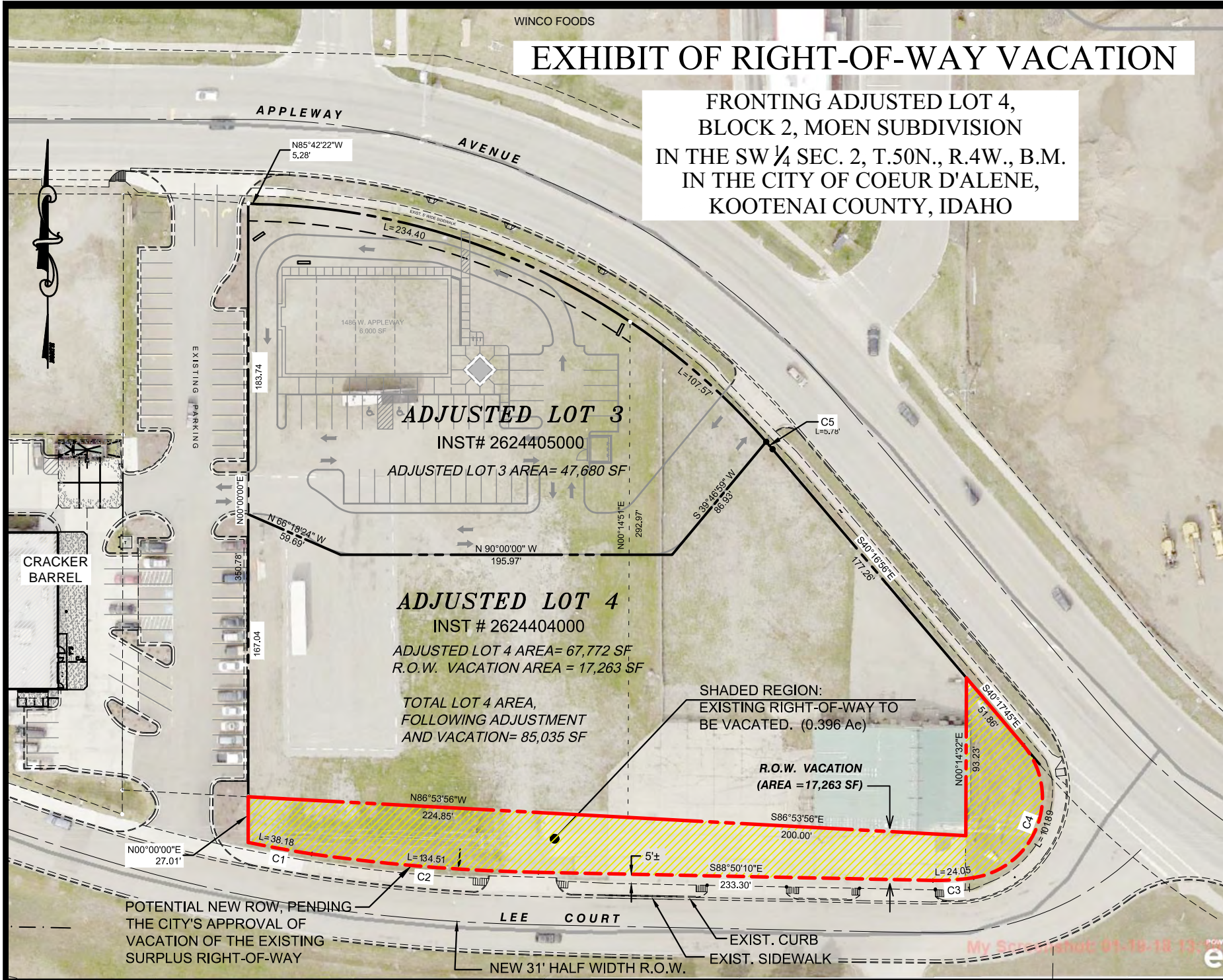
FS

SHEET
1 OF 1

WINCO FOODS

EXHIBIT OF RIGHT-OF-WAY VACATION

FRONTING ADJUSTED LOT 4,
BLOCK 2, MOEN SUBDIVISION
IN THE SW ¼ SEC. 2, T.50N., R.4W., B.M.
IN THE CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO



ES

SHEET
1 OF 1

FRAME & S METANA, PA
Consulting Engineers
603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 664-2121 / Fax: (208) 765-5502 / Email: smetana@roadrunner.com

EXHIBIT OF RIGHT-OF-WAY VACATION
LEE COURT FRONTING BLOCK TWO,
MOEN SUBDIVISION

SCALE: NTS

DATE: 01/19/18

FILE: M72H



COUNCIL BILL NO. 18-1001
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE LEE COURT RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE SOUTHERLY BOUNDARY OF THE ADJUSTED LOT 4, BLOCK TWO OF THE MOEN 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.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A" and "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the north.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under 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 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 February 6, 2018.

APPROVED by the Mayor this 6th day of February, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-18-1, LEE COURT RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho, hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of Lee Court right-of-way.

Such right-of-way is more particularly described as follows:

Attached Exhibits "A & B" are on file in the City Clerk's Office

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-18-1, Lee Court right-of-way vacation, 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 6th day of February, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

VACATION OF LEE COURT FRONTING MOEN SUBDIVISION

DECEMBER 2017

A PORTION OF LEE COURT IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

MOEN SUBDIVISION, BOOK I, PAGE 340, RECORDS OF KOOTENAI COUNTY

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK TWO OF THE PLAT OF MOEN SUBDIVISION, BOOK I, PAGE 242, RECORDS OF KOOTENAI COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID BLOCK TWO,
N 00°14'32" E, 93.23 FEET;

THENCE LEAVING THE SAID BOUNDARY LINE, S 40°17'45" E, 51.86 FEET;

THENCE 101.89 FEET ALONG A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 121°37'11", A CHORD BEARING OF S 20°30'51" W AND A CHORD DISTANCE OF 83.81 FEET;

THENCE 24.05 FEET ALONG A COMPOUND CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 140.04 FEET, A CENTRAL ANGLE OF 9°50'24", A CHORD BEARING OF S 86°14'38" W AND A CHORD DISTANCE OF 24.02 FEET;

N 88°50'10" W, 233.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH;

THENCE 134.51 FEET ALONG A SAID CURVE, HAVING A RADIUS OF 1110.77 FEET, A CENTRAL ANGLE OF 6°56'17", A CHORD BEARING OF N 85°22'01" W AND A CHORD DISTANCE OF 134.42 FEET;

THENCE 38.18 FEET ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 854.08 FEET, A CENTRAL ANGLE OF 2°33'41", A CHORD BEARING OF N 79°43'20" W AND A CHORD DISTANCE OF 38.18 FEET;

THENCE N 00°00'00" W, 27.01 FEET TO THE BOUNDARY LINE OF SAID BLOCK TWO;
THENCE ALONG THE SAID BOUNDARY LINE OF BLOCK TWO, S 86°53'56" E, 224.85 FEET;
THENCE S 86°53'56" E, 200.00 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 0.396 ACRES, MORE OR LESS.



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1 OF 1

FRAME & S METANA, PA
Consulting Engineers

SCALE: NTS	DATE: 12/15/17	FILE: M72H
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