

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

AGENDA

VISION STATEMENT

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

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item 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.

April 3, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy, Candlelight 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. Proclamation of National Tele-communicator's Week - April 8 - April 14, 2018

Received by: Jim Washko, Deputy Fire Chief, and 9-1-1 Tele-communicators

2. Proclamation of Fair Housing Month – April 2018

Received by: Ali Taylor, Executive Officer of the CdA Association of Realtors

3. Proclamation of National Service Recognition Day – April 3, 2018

Received by: Ariel Mesenbrink, AmeriCorps VISTA Leader, United Way of North Idaho

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

1. Approval of Council Minutes for the March 20, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Service and Public Works Committee Meeting Minutes from the meetings held on March 26, 2018.
4. Setting of General Services and Public Works Committees meetings for April 9, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of an Outdoor Eating Permit for Kaiju Sushi and Spirits, 1426 N. 6th Street.
6. Approval of Cemetery Lot Repurchase – Ron & Vickie Stoner.
7. Approval of transfer of Beer and Wine License from Renee’s Downtown, LLC to Leonard Northwest LLC d/b/a Fine Brewed, 507 E. Sherman Avenue
8. Approval of Transfer of Beer/Wine/Liquor License to New Owners of MRP Coeur d’Alene, LLC, d/b/a MacKenzie River Pizza, 405 W. Canfield Avenue

As Recommended by City Clerk

9. Setting of Public Hearing for May 1, 2018 to: Declare Property Located at 601 W. Neider Avenue as Surplus, and Setting Minimum Value of \$40,000

10. Resolution No. 18- 018

- a. Approval of Destruction of Records
- b. Approval of Agreement with Idaho Transportation Department (ITD) for Fire Protection within ITD Right-of-Ways on Highway 95 & I-90

As Recommended by the General Services Committee

11. **Resolution No. 18-019** - Approval of Amendment No. 1 to the Loan Offer Agreement, Project Number WW1601, with the Idaho Department of Environmental Quality for construction of Tertiary Treatment Phase 2

As Recommended by the Public Works Committee

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

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**

I. GENERAL SERVICES COMMITTEE

1. **Resolution No. 18-020:** Adoption of Veteran’s Centennial Park Master Plan as an Addendum to the Parks and Recreation Master Plan and the City’s Comprehensive Plan

Staff Report by: Mike Kempton, Natural Open Space Committee Liaison

2. **Resolution No. 18-021:** Approval of a Lease Agreement with Neil and Anna Lunt, d/b/a Brooks Seaplane Service, LLC for Bay 5 on the commercial dock

Staff Report by: Bill Greenwood, Parks & Recreation Director

J. OTHER BUSINESS

1. A-6-16 – A +/- 7.46 acre annexation from County Light Industrial to City C-17 for a parcel located on the W. side of Atlas Road and S. of Hanley Avenue.

Pursuant to Council action on January 17, 2017

- a. **Resolution No. 18-022** - Annexation Agreement with Cannon Ground Development, LLC
 - b. **Council Bill No. 18-1005** - Annexation Ordinance
2. Parking Garage Access & Management Equipment Bid Update

Staff Report by: Tim Martin, Streets and Engineering Superintendent

K. ADJOURNMENT:

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

April 3, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and

WHEREAS, when an emergency occurs it is the prompt response of law enforcement officers and firefighter personnel that are critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers and firefighter personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Kootenai County 9-1-1 Center; and

WHEREAS, Emergency Communications Officers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Emergency Communications Officers are the single vital link for our law enforcement officers and firefighter personnel by monitoring their activities by radio, providing them information and insuring their safety, and

WHEREAS, Emergency Communications Officers of the Kootenai County 9-1-1 Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Emergency Communications Officer has exhibited compassion, understanding, professionalism, and displayed tireless efforts during their assigned shifts in the past year;

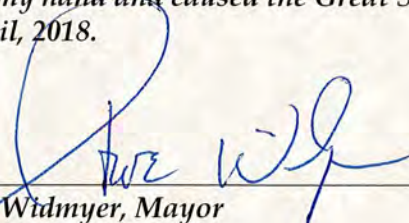
NOW, THEREFORE, I Steve Widmyer, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 8th through April 14th, 2018, to be


"NATIONAL TELE-COMMUNICATOR'S WEEK"

In Coeur d'Alene, in honor of the men and women whose diligence and professionalism keep our personnel, City and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of April, 2018.




Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability, and family status; and

WHEREAS, it has been 50 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the on-going efforts of the many organizations, housing and service providers through continued education, and outreach to affirmatively further fair housing;

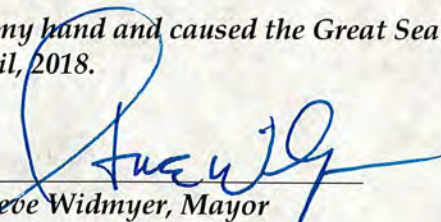
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2018 as

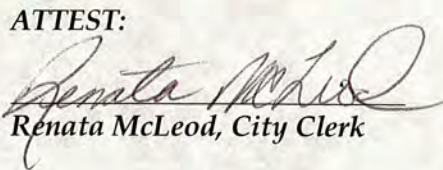
"FAIR HOUSING MONTH"

In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of April, 2018.




Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century, to fighting the opioid epidemic, to responding to natural disasters, to supporting veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on April 3rd, 2018.

NOW, THEREFORE, I Steve Widmyer, Mayor of the City of Coeur d'Alene, do hereby proclaim April 3rd, 2018 as

" NATIONAL SERVICE RECOGNITION DAY"

and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of April, 2018



Steve Widmyer
Steve Widmyer, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

CONSENT CALENDAR

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

March 20, 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, March 20, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Craig Miles with Real Life Ministries CDA gave the invocation.

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

LIFE SAVING AWARD: Fire Chief Kenny Gabriel noted that on December 27, 2017 there was an emergency call for service to Firefighter Lucas Pichette's house, as he went into sudden cardiac arrest. Deputy Chief Tom Grief noted that there were a number of people instrumental in the life saving measures taken to save Mr. Pichette's life. The following were presented with a Life Saving Award for their role in saving Mr. Pichette's life: 911 Dispatch personnel: Lindsey Robinson, Tina Tipke, and Kayla Asher; Kootenai County Sherriff's Officers Deputy Ragan, Deputy Bixby, and Deputy Mumford; Northern Lakes Fire Department personnel: Bill Daniels (FF/Paramedic), Bob Jaegar (Engineer), Garrett Kitterman (FF), Scott Hochberger (Captain), and Bill Clifford (Acting Battalion Chief); as well as Coeur d'Alene Fire Department personnel Paramedic Nate Hyder, Engineer Kelan McKeirnan, and Captain/ Paramedic Jeff Sells. Special thanks was given to Jessica Pichette, Lucas's wife, as she conducted the first four to six minutes of life saving measures, which are the most important minutes in responding to a cardiac arrest.

OPIOIDS AND DRUGS IN COEUR D'ALENE: Police Chief Lee White provided statistics regarding drug calls over the past 10 years. He noted that there has been a large increase in heroin arrests over the years, as well as possession/delivery of synthetics and paraphernalia arrests. Over the past year, the Fire Department has administered 45 doses of Narcan, the drug that counteracts an opioid overdose, and encountered 19 fatal overdoses from opioids. The Police Department is responding to this issue by providing community education, offering a

prescription drop off point at the police station, while continuing to have Narcan available in the patrol vehicles, and providing continued enforcement and treatment efforts.

DISCUSSION: Mayor Widmyer noted that this issue has been a nation-wide issue, so he wanted to have a presentation as to what is going on in our community. Chief White noted that there is more marijuana being used out in the open since the laws changed in Washington.

Councilmember Miller asked if there are more drug drop off locations. Chief White noted that they are at most local law enforcement buildings, such as the Kootenai County Sherriff's Office and the Post Falls Police Station.

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

1. Approval of Council Minutes for the March 6, 2018 Council Meeting.
2. Approval of Minutes from the March 12, 2018 Public Works Committee 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 March 26, 2018 at 12:00 noon and 4:00 p.m. respectively
6. Approval of Beer and Wine License transfer from Ameritel Inns Inc. to Hotel Management Services, LLC dba La Quinta Inn and Suites – CDA (333 Ironwood Drive) and Hotel Management Services, LLC dba Hampton Inn and Suites – CDA (1500 W. Riverstone Drive).
7. Approval of an outdoor seating permit for Evans Brothers Coffee Roasters, 504 E. Sherman Avenue (new, no alcohol service).
8. **Resolution No. 18-015** – a Resolution of the City of Coeur d'Alene, Kootenai County, Idaho, authorizing the below mentioned contracts of the City of Coeur d'Alene, including approval of a Cooperative Funding Agreement with the City of Hayden and City of Dalton Gardens for the 2018 chip seal project, and approval of an Purchase Agreement with Northwest Grading, Inc., for +/- 100,000 cubic yards of structurally suitable used soil material.

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

COUNCILMEMBER ANNOUNCEMENTS:

Councilmember Miller noted that there will be a public input meeting regarding the Atlas waterfront project on Thursday March 22, 2018, from 5:30 to 7:00 p.m. at the Frontier Ice Arena. She noted that there would be opportunities for public input at the meeting.

MOTION: Motion by McEvers, seconded by Edinger to approve the appointment of Katherine Hoyer to the CDATV Committee. **Motion carried.**

RESOLUTION NO. 18-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN EXCLUSIVE WEEKLY CONCERT SERIES AGREEMENT WITH DAVIS ENTERPRISES, INC., FOR "LIVE AFTER FIVE" EVENTS AT MCEUEN PARK.

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained that last summer Davis Enterprises held 13 "Live at Five" Concerts at McEuen Park on Wednesdays. These concerts were well attended and received good reviews from staff and the public. He explained that the City does not have any financial outlay for the concert series. Davis Enterprises will pay \$500.00 per concert during the series, which will pay for all facility use costs including staff overtime. For the three large concerts that are identified in the agreement, the City will receive an additional \$3 per ticket sold. Additionally, the terms of the agreement clarify that the city may have other concerts or series outside of Wednesdays.

DISCUSSION: Councilmember Miller noted that the amendment to the exclusivity section now clarifies that the City may allow events from the Library and other agencies on other days.

MOTION: Motion by Gookin, seconded by Edinger to approve **Resolution No. 18-016**, approving an Agreement with Davis Enterprises, Inc. for the "Live at Five" Concerts at McEuen Park.

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

RESOLUTION NO. 18-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF PSP ENTERPRISES, INC., FOR THE 2018 CENTENNIAL TRAIL SEALCOAT AND REPAIR PROJECT.

STAFF REPORT: Trails Coordinator Monte McCully explained that the City of Coeur d'Alene, City of Post Falls, Kootenai County, and the Centennial Trail Foundation agreed to apply for a grant to fix and sealcoat the Centennial Trail. The City applied for the grant through the State of Idaho and was awarded the Recreational Trails Program grant. A bid opening was held on March 15, 2018 and one bid was received. Staff has determined the bid from PSP Enterprises, Inc., in the amount of \$200,000, was a responsive bid and recommends entering into a Contract with PSP Enterprises Inc.

MOTION: Motion by Edinger, seconded by Miller to approve **Resolution No. 18-017**, approving an Agreement with PSP Enterprises, Inc. for the 2018 Centennial Trail Sealcoat and Repair Project.

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

LEGISLATIVE PUBLIC HEARINGS WASTEWATER UTILITY RATES AND FEES

COUNCIL BILL NO. 18-1002

AN ORDINANCE AMENDING SECTIONS 13.08.010, 13.08.020, AND 13.16.010, COEUR D'ALENE MUNICIPAL CODE, TO ADJUST RESIDENTIAL AND COMMERCIAL WASTEWATER SERVICE AND USAGE CHARGES, AND CAPITALIZATION FEES, OVER THE NEXT FIVE FISCAL YEARS FOR COEUR D'ALENE AND FERNAN VILLAGE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Mike Anderson, Wastewater Superintendent, explained that the new charges and fees will replace those defined in the January 2013 Comprehensive Wastewater Rate Study. The recent rate study by HDR Engineering was authorized by the City Council in October 2016 and has taken into account the numerous operational and capital improvements made to the wastewater collection, treatment and compost facilities during the past five years, as well as anticipated future expenditures. Particularly, the rate study has incorporated the extensive planning, design and construction costs that the City has incurred to meet the stringent discharge requirements of the National Pollutant Discharge Elimination System (NPDES) permit that was issued to the City in December 2014 by the United States Environmental Protection Agency (EPA). The hearing was advertised twice and the department sent direct e-mails to the local Building Contractors Association, Board of Realtors and the Downtown Association for input. He noted that the rates will go up 6.5% over the next year, which covers the cost of the third phase of treatment needed to lower the phosphorous levels. Consultant Shawn Koorn, Associate Vice President of HDR Engineering, presented the findings of the study and the process used to set rates. He noted that it is important to have cost-based and equitable rates associated to the correct user. He reviewed the revenue requirement assumptions to include a 10-year forecast, and operation and maintenance costs. Mr. Koorn noted that adequate reserve levels were reviewed over the next 10-year period that included capital project funding and debt service coverage ratio, to ensure a strong, healthy financial position. In the last study, they increased commercial customers higher than residential; however, in this study the findings indicated a new balance. All customer rates will go up evenly at 6.5% annually over the next five years. Mr. Koorn noted that they reviewed other utilities in the area from Post Falls to Spokane and found rates are all higher than the proposed rate for the City of Coeur d'Alene, which he credits to the City doing a good job at getting DEQ loans at very low rates. Additionally, he explained that a CAP fee charge is a one-time rate for paying into the system for new customers. They updated the assumptions from the 2012 study and looked at current capacities, which resulted in a little lower rate for the CAP fee, other than the commercial high strength category, which went up slightly due to the strength level. He also compared CAP fees from other cities in the area, which fluctuated more than the rates between the cities.

DISCUSSION: Councilmember McEvers asked if at some point in the future the costs would come down because technology gets better. Mr. Koorn noted that costs could go down but the challenge is that the strength level is going up and harder to treat. Mayor Widmyer asked for

clarification regarding the residential rate for Fernan Village. Mr. Anderson noted that the rate for Fernan is based on a contract between the cities many years ago. The City of Fernan has small pump stations that pump into our system, so citizens in Fernan pay to both the City of Fernan and Coeur d'Alene. Mr. Tymesen confirmed that there was an Agreement with Fernan as the City of Coeur 'Alene was asked to assist Fernan in treating their effluent and they have a much higher fee from their City. Councilmember McEvers noted that he has been through a few rate study presentations and pilot projects, and wondered at what point construction of plant expansion would be complete. Mr. Anderson explained that he does not anticipate additional treatment processes being required, and they are currently in a study that will map out where they see the wastewater plant over the next 10 to 20 years. Councilmember McEvers asked if the City would always need to discharge into the river. Mr. Anderson noted that he would like to move from discharging into the river and is researching options to reuse water for irrigation services in the future. Councilmember English noted that during the Public Works Committee meeting he was impressed to see that the City of Coeur d'Alene rates are less than those around us. He believes that is in part due to the City making smart decisions about spending their money and feels there is a reasonable balance proposed for the next five years. Councilmember Gookin asked for clarity regarding the need to maintain a \$6 Million cash reserve. Mr. Koorn noted that the phase two project needs to be funded; thereafter, the rates are set to maintain the fund balance. In the future, the capital funds will be lower so the rates need to be balanced to maintain the target reserves. The reserves will cover 40-65 days of operations and maintenance; however, he would like to see it around 90 days. Some lending institutions are requesting 180 days in reserve. Mr. Anderson explained that the cash needed for the operating budget would be \$10 Million annually and they have big ticket items that can fail. For example, if an interceptor fails, the fix would cost approximately \$600,000 and the department spends approximately \$700,000 annually in repairs. Councilmember Gookin asked for other examples of past-unanticipated breakdowns and costs associated. Mr. Anderson noted the \$5 Million pilot study was unanticipated; however, ended up saving \$30 Million in future costs.

PUBLIC COMMENTS:

Eileen Johnson, Hayden, noted that she is in opposition of the fees and feels the CAP fees should not be reduced and should be used to cover new construction costs. She explained that everyone should be paying their fair share, which is not the case with the current fee structure as a family of two pays the same as a family of six. Mr. Anderson explained that the City bills at a flat rate. She noted that she does own a rental in Coeur d'Alene and said that she did not get an automatic lowering of her bill when her line was broken.

Sharron Casey, Coeur d'Alene, said that the water is being treated for phosphorous and ammonia, which is high due to fertilizers and those causing the contamination, who should pay a higher rate, such as the golf courses.

DISCUSSION CONTINUED: Mr. Koorn explained that CAP fees are very regulated and there are strict legal approaches to setting those rates. The recent court decision regarding Hayden, Idaho caused the approach currently used to analyze the CAP fee. Mr. Anderson noted that any sort of irrigation or run-off from a golf course does not go into a wastewater system. The study does address the amount of waste and the appropriate fee for what goes into the system. The

run- off into the river is reviewed by DEQ and that comes forward in the Total Daily Maximum Load (TMDL) number. The DEQ monitors the river and point sources; however, it is difficult to monitor what is coming off a golf course, but DEQ does set best practices that must be followed. Councilmember Gookin asked for additional clarification of occupancy charges for the example of a family of two versus a family of six. Mr. Anderson explained that the easiest way to accurately charge for wastewater would be to charge for water usage; however, because the water usage goes up four times in the summer it is not possible. He clarified that the sewer system is not set up with a separate meter; therefore, they cannot charge for direct usage. He further noted that to install separate meters would be very costly. Councilmember Gookin asked if the City could base individual usage based on each individual's water usage in the winter. Mr. Anderson confirmed that could be an option. Mr. Tymesen explained that the city has a lower rate eligible for winter use of 5,000 gallons, or less, over two months; however, the customer must be a year round resident and make the request for analysis to the City. Councilmember Gookin asked if the rate fee could be considered a tax. Deputy City Attorney Randy Adams explained that the Courts have reviewed this and confirmed that cities can do a flat fee for the same type of users. Councilmember Miller asked if the city automatically lowers a rate if the usage goes down. Mr. Tymesen explained the City would have to look at the period when the usage was lower and that the Utility Billing Division does look at the winter usage automatically. Mr. Adams clarified that the vacation rate does require that the water be turned off.

Mayor Widmyer closed public comments.

DISCUSSION CONTINUED: Councilmember McEvers noted that it is rare that anything goes down, so he feels better that the CAP fee is lowering, but understands that this rate is not forever. He noted the history of why the City did not move the plant to the prairie and that the City has invested a lot into the plant and he would support the rate study. Mr. Anderson confirmed that the new rates would go into effect on April 1, 2018.

MOTION: Motion by English, seconded by McEvers, to dispense with the rule and read **Council Bill No. 18-1002** once by title only.

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

MOTION: Motion by English, seconded by Evans, to adopt **Council Bill 18-1002**.

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

COUNCIL BILL NO. 18-1003

AN ORDINANCE AMENDING SECTION 2.48.020 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING MEMBERSHIP OF THE PLANNING AND ZONING COMMISSION; AMENDING SECTIONS 16.25.030, 16.25.050, AND 16.30.040 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING REQUIRED NOTICES IN THE SUBDIVISION PROCESS; AMENDING CERTAIN SECTIONS OF THE ZONING

ORDINANCE OF THE COEUR D'ALENE MUNICIPAL CODE, INCLUDING SECTIONS IN CHAPTERS 17.01, 17.02, 17.03, 17.05, 17.06, 17.08, 17.09 AND 17.44, IN ORDER TO COMPLY WITH STATE LAW, TO CLARIFY AMBIGUITIES, TO ADDRESS DESIGN STANDARDS, TO ADDRESS REQUIRED NOTICES, AND TO ADDRESS RECENT ISSUES ARISING UNDER THE EXISTING CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Planner Mike Behary explained that the City's Zoning Ordinance has been in need of an update for many years. The Planning Department staff, the Development Review Team, and the Building Department staff have discussed recent developments within the City and are in agreement that certain sections of the Zoning Code need amendments. Following direction from City Council, workshops were conducted with the Planning Commission to work on these amendments. The Planning Department and the Planning Commission held workshops on the Zoning Code Amendments on July 11, 2017, August 22, 2017, and on November 28, 2017. Staff has also been working with the North Idaho Building Contractors Association (NIBCA) and Coeur d'Alene Realtors Association on the proposed code changes. The Planning Commission held a public hearing on the proposed Zoning Code amendments on February 13, 2018. Prior to the hearing, staff met with NIBCA and the Coeur d'Alene Realtors Association to hear their concerns and suggestions. At the public hearing the Planning Commission heard comments from an NIBCA representative and directed staff to amend the code to address NIBCA's concerns as well as incorporate recommendations from the City Engineer, and directed staff to bring forward the proposed amendments with the additional changes to the City Council for approval. The purpose of the proposed Zoning Code amendments is to eliminate loopholes in the Zoning Code and to make other sections more clear and concise. He briefly explained the amendments ranging from side yard setbacks, accessory structures, accessory dwelling units, to shipping containers in residential areas. Mr. Behary explained the proposed code regarding a "hardship" rebuild, which occurs when a non-conforming house is damaged or destroyed by over 50%. One issue that is being amended is that if the non-conforming structure does not meet the current setback, it can be rebuilt on the prior footprint.

DISCUSSION: Councilmember English asked if there is a definition of "shipping container", as they might be a better storage option than a shed. Mr. Behary explained that the definition is that the prime use was a shipping container; however, the moving pods are used for temporary use and are allowed. He noted the safety of a shipping container was a concern as there are no additional access points if closed and it is without ventilation. Councilmember McEvers noted that the storage use of shipping containers seem like a great recycled use. Mr. Behary noted that this came forward as an issue through all their workshops. Councilmember McEvers said he would like the use to be open, especially in a C-17L zone. He would like staff to review options for allowances rather than fully disallowing the use of storage containers. Councilmember Gookin noted that if one wanted to reuse a shipping container, they could bring it up to code through submittal of a building permit. Mr. Behary confirmed that containers are allowed within a commercial zone. Councilmember English suggested a clarification that they are not allowed to be stackable, but are allowed. Councilmember Miller expressed concern about what is driving the code change.

Councilmember Gookin noted that businesses can pay a fee-in-lieu of providing parking stalls, and wondered if a residential use can pay the same fee and not provide parking. Mr. Behary noted that fees-in-lieu of are only allowed in [sic] the Downtown Core District. Councilmember Gookin asked for clarification regarding the berming up of lots and if the proposed code would allow one to match elevation to a neighbor that previously bermed their lot. Mr. Behary confirmed that would be allowed to match to an abutting property owner. Councilmember McEvers expressed disagreement with the requirement for site location permits for structures 120 square feet to 200 square feet in size.

PUBLIC COMMENTS: Mayor Widmyer called for public comments. With no comments received, public comment was closed.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 18-1003** once by title only.

DISCUSSION: Councilmember McEvers noted that he proposes to pass the Ordinance with the removal of the section regarding shipping containers and removal of the requirement for site location permits for structures 120 square feet to 200 square feet in size. Councilmember Gookin agreed that it should be passed and then see where additional feedback is received. Councilmember Miller verified that staff will bring items back regarding sidewalks, parking on lawns, etc. with a recommendation at a later date.

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

MOTION: Motion by McEvers, seconded by Edinger, to adopt **Council Bill 18-1003**, with the removal of section 34, 41, and 42 regarding shipping containers and removal of the requirement for site location permits for structures 120 square feet to 200 square feet in size.

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

EXECUTIVE SESSION: Motion by McEvers, seconded by Miller to enter into Executive Session pursuant to Idaho Code 74-206A (a) to consider a labor contract offer or to formulate a counteroffer.

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

The City Council entered into Executive Session at 8:24 p.m. Those present were the Mayor, City Council, City Administrator, and Deputy City Attorney. Council returned to regular session at 8:50 p.m.

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

The meeting adjourned at 8:50 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
March 26, 2018
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Mike Kempton, Parks Lead Worker
Bill Greenwood, Parks & Recreation Director
Kenny Gabriel, Fire Chief
Mike Gridley, City Attorney
Troy Tymesen, City Administrator

**Item 1. Approval of Destruction of Records.
(Consent)**

Mr. Tymesen said the Municipal Services department is requesting approval of the destruction of records that have surpassed the retention period, specifically DVD's of public meetings from 2005 through 2015. This would result in the destruction of approximately 1,000 DVD's and free up much needed storage space. The legal public record for meetings are the meeting minutes, not the recordings, per Idaho code. The Human Resources department also seeks to destroy records that are beyond their retention period.

Councilmember Gookin asked if any of the recordings have been moved to You Tube or digitally stored in another manner. Jeff Crowe, CDATV, said the last couple of years have been uploaded to You Tube. Councilmember Gookin commented that it is a shame to destroy these DVD's but does recognize that it would take a colossal amount of time to upload them.

Councilmember Gookin asked about destroying Ignite Coeur d'Alene (prior LCDC) records. Mr. Tymesen said Ignite cda is a component unit of the City of Coeur d'Alene. The City had been preparing all the meeting minutes. Therefore, they are City records.

MOTION: by Councilmember Evans, seconded by Councilmember Gookin, to recommend that Council authorize staff to proceed with the destruction of Municipal Services and Human Resources records as presented per I.C. 50-908 . Motion Carried.

**Item 2. Adoption of Veteran's Centennial site plan as an addendum to the Parks and Recreation Master Plan and the city's Comprehensive Plan.
(Agenda)**

Mr. Kempton is requesting Council adopt the Veterans Centennial Park Master Plan as an addendum to the Parks and Recreation master Plan and the City's Comprehensive Plan. Mr. Kempton stated in his staff report that the Veterans Centennial Park is a 16-acre parcel held in trust by the Panhandle Parks Foundation, with the express purpose of preserving the site for public use. This parcel was donated by Emma Van Laken for use as a public park. The Natural Open Space Committee has been tasked with developing a master plan to serve as a

guide for the development of this parcel. Working with various groups and interested parties, the master plan being presented has been created and supported by the Natural Open Space Committee, and the Parks and Recreation Commission is recommending that Council adopt it. This plan is intended to serve as a guide for the development of a public park. No funds are currently budgeted for this project. Having a plan in place would enable the City to pursue grants, matching funds, and donations to implement the plan and create the park. The plan would also allow the City to budget funding in the future for this project. Nothing in this master plan commits the City to expending money at this time. By approving this master plan, a guide will be in place for the limited development of the site as funding, grants, and/or in kind services become available.

Councilmember Edinger asked about the name Seagraves. Mr. Greenwood said the plan is to name it something like "Veteran's Seagrave Memorial Park."

Councilmember Gookin commented that this has been a pretty contentious process. He asked if everything has been ironed out. Mr. Greenwood said the vetting process has been excellent. At the last Park and Rec meeting there were 3 people who all approved the proposed plan.

Councilmember Evans commented that she thinks it's great that the city provided processes to give citizens input and that citizen concerns were heard and changes were made.

Councilmember Edinger reminded folks that this is a just a plan at this stage. The City currently does not have funding budgeted for the park but they will seek funding sources over the next couple of years.

MOTION: by Councilmember Evans, seconded by Councilmember Gookin, to recommend that Council adopt the Veterans Centennial Master Plan as an addendum to the Parks and Recreation Master Plan and the City's Comprehensive Plan. Motion Carried.

Item 3. Approval of Brooks Seaplane Services, LLC Lease Agreement.
(Agenda)

Mr. Greenwood is requesting Council approve a lease with Leil and Anna Lundt, d/b/a Brooks Seaplane Service, LLC. Mr. Greenwood stated in his staff report that Brooks Seaplane Service has been leasing Bay 5 on the commercial dock and providing plane rides over our region for over 30 years. It is a favorite attraction in our community and with visitors. The Lunts have purchased the business and want to carry on this tradition. Brooks Seaplane has an existing lease in place. This new lease with the Lunts is a 5-year lease commencing on April 1, 2018, and ending on March 31, 2023. The 5-year term is required by the Lunts' bank. The Lunts may request, in writing, a 5-year extension of this agreement, covering the period of April 1, 2023, through March 31, 2028.

MOTION: by Councilmember Gookin, seconded by Councilmember Evans, to recommend that Council approve a lease agreement with Neil and Anna Lunt d/b/a Brooks Seaplane Services, LLC. Motion Carried.

Item 4. Approval of an Agreement with Idaho Transportation Department (ITD) for Fire Protection within ITD right-of-way on Highway 95.
(Consent)

Chief Gabriel is requesting Council approve an agreement renewal with the Idaho Transportation Department (ITD) for Fire Protection within the ITD right-of-way in the Highway-95 and I-90 corridor within the City of Coeur d'Alene. Chief Gabriel stated in his staff report that this is a continuation of a contract we have signed in years past. There will be no negative financial impact to the City. There is a provision in the agreement that allows responding agencies to be reimbursed. This rate is the exact same as the agreement we have with the Idaho Department of Lands. There is no change of service because we currently respond to all incidents in the City, including in the Highway 95 – I-90 corridor.

Councilmember Gookin asked if this includes hazmat. Chief Gabriel said it does not. However, they are first response to hazmat in the city. If a spill should happen they would mitigate it at the beginning stages but Kootenai County Fire and Rescue is the state team and would come out and handle it.

Councilmember Gookin commented that under “Billing Guidelines” it states “A Fire Service Organization with wage employees shall be paid at the Un-Operated Hourly Rate...”. He asked what that means. Chief Gabriel said if they had an engine but did not use the people they would just buy the truck and pay for the piece of equipment.

MOTION: by Councilmember Evans, seconded by Councilmember Gookin, to recommend that Council approve an agreement with the Idaho Transportation Department renewing terms for fire protection within the ITD right-of-way in the Highway 95 and I-90 corridor within the City of Coeur d'Alene. Motion Carried.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

**PUBLIC WORKS COMMITTEE
MINUTES
March 26, 2018
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Jim Remitz, WW Capital Prog. Mgr.
Amy Ferguson, Executive Asst.
Mike Anderson, WW Superintendent
Kyle Marine, Asst. Water Superintendent
Randy Adams, Deputy City Attorney
Troy Tymesen, City Administrator

**Item 1 Approval of Agreement for Professional Services with J-U-B Engineers for the
Design of Improvements to the City of Coeur d'Alene Compost Facility
Consent Calendar**

Jim Remitz, Capital Program Manager, presented a request for council approval of an agreement with J-U-B Engineers for Professional Services for design of improvements to the City's Compost Facility.

Mr. Remitz stated in his staff report that the City first developed a composting facility on a city-owned parcel at 3500 North Julia Street in 1988. The facility enabled the City's wastewater utility to dispose of de-watered bio-solids by combining them with wood chips and composting the mixture. This operation resulted in a soil amendment material (Coeur d'Green) that is wholesaled to local landscape companies. Since 1988, improvements have been made to the composting facility to increase the operational efficiency. However, the volume of bio-solids to be disposed at the Compost Facility has increased. The need for improvements to accommodate and process the increased volume was identified in the August 2017 Compost Facility Site Visit and Evaluation report by J-U-B. As a part of this report, the design and construction of another building to process additional compost beds was identified as the top priority. With the completion of the design of this building and associated site improvements in 2018, it is anticipated that the construction of the improvements will be completed in 2019. Mr. Remitz further noted that the total compensation for the work to be performed will not exceed \$67,180.00. Funds for the proposed agreement are available in the current (FY 17-18) Wastewater Operating Fund. The proposed agreement complies with I.C. 67-2320(4) for the procurement of professional services.

Mr. Remitz explained that the professional services would be for the design of a 70 x 70 x 24 building where they can compost out of the weather, and also some sitework design in the area. He also stated that the study performed by J-U-B concluded that they will have more compost to dispose of than they currently do.

Councilmember McEvers commented that the revenue generated from compost doesn't seem to change much, and questioned whether it is expected to receive more revenue from the sale of the compost. Mr. Remitz commented that it is a topic for discussion on how to market the end product, but right now they just wholesale it to two or three nurseries in the area and they sell it retail to customers. Mr. Remitz further noted that he believes at one point they looked at selling the compost retail, but he thinks that the costs didn't pencil out. He said that the easiest way for them is just to wholesale the compost to nurseries, who come and pick up big dump truck loads of it.

Councilmember McEvers asked about other avenues of disposing of the biosolids. Mike Anderson, Wastewater Superintendent, explained that they basically cover the cost of the woodchips by selling the compost. The reason that he likes the compost is that it puts the disposition of the biosolids in their control as opposed to shipping it out of state where they might incur other fees. The only variable cost for in-house disposition is going to be the wood chips. Mr. Anderson also noted that it is the “green” thing to do, rather than fill the landfill, and it makes sense.

Councilmember Miller said that it seems like a lot of money to design a storage building, and noted that the committee was not provided with a history, options, or financial data supporting the request. She would like to have that information, as well as projections for the next 10 years. She also commented that while the City shouldn't be in the business of marketing or retailing, they can certainly put some effort into making it more attractive to wholesalers. Mr. Anderson said that the study performed by J-U-B last year goes into detail about projected solids production at the treatment plant and what needs to be done with them in order to properly compost them at the compost plant. Councilmember Miller commented that an evaluation should be part of the request. Mr. Remitz responded that all of the capital improvements have been put into the rate study. J-U-B did a comprehensive look at the existing facility and identified capital improvements for the next 10 years for the compost facility. The requested coverage storage building was identified as a top priority in that study.

Councilmember McEvers asked if they have ever looked and weighing other options. Councilmember English commented that it makes sense to look at some alternatives. Councilmember Miller asked if the city has taken a look at new partnerships with emerging industries and noted that a lot has changed since 1988. Troy Tymesen, City Administrator, commented that he believes it is best to look at all of the options, including the study that was done, and to do some cost estimating so that a more complete package can be provided. He further commented that it isn't “mission critical” to get it done this fiscal year.

Councilmember Miller suggested looking at what other options cost and what other cities are doing. She noted that just because the project is budgeted and they have the rate money, they still need to be fiscally responsible and look at how they are using it.

Mr. Remitz said that it will take quite a bit of effort to accurately estimate what it would cost to ship the biosolids off. Mr. Anderson said that \$65-75.00 per wet ton was fairly standard in the East Coast to haul it away, but that doesn't include possible upgrades to the facility. Mr. Remitz said that he thinks they will definitely need some help with the assignment as it will take some engineering to determine a cost. He also noted that the solids building is not very accessible and they are spatially challenged. Currently they have two-10 yard end dumps that park underneath the hopper, and wind through the buildings in the plant to get out. Any larger truck would not be able to get back there. Right now, they load one to two trucks per day.

NO MOTION. Staff was instructed to explore options and present the information to the committee at a future meeting.

Item 2 Approval of Amendment to IDEQ Loan #WW1601 for Construction of Tertiary Treatment Phase 2

Jim Remitz, Capital Program Manager, presented a request for council approval and acceptance of an amendment to the Loan Offer Agreement between the Idaho Department of Environmental Quality (IDEQ) and the City of Coeur d'Alene for the construction of the Tertiary Treatment Phase 2 project.

Mr. Remitz stated in his staff report that in June 2015, the City of Coeur d'Alene applied for and received a loan offer from IDEQ for the design and construction of the Tertiary Treatment Phase 2 project in the amount of \$20,000,000. This loan offer was obtained from IDEQ after the City attained judicial confirmation in April 2013 to incur debt for these improvements to the Advanced Wastewater Treatment Facility. The improvements are necessary for the City to meet the discharge requirements of the National Pollutant Discharge Elimination System (NPDES) discharge permit issued in December 2014 by the United States Environmental Protection Agency (EPA). The additional loan funding in the amount of \$500,000 will fund the design and construction of an overhead crane and hoist for the Tertiary Membrane Filtration (TMF) process facility. During the construction of the Tertiary Treatment Phase 2 project, the need for an overhead crane and hoist was identified for the safe and efficient removal and servicing of the newly installed membrane filtration cassettes. Since the crane and hoist assembly was not part of the original project scope, the construction costs will be incorporated into the project by the issuance of a change order to the current construction contract. Approval of this amendment will allow for the cost of the crane and hoist assembly to be funded by the same terms and conditions of IDEQ Loan #WW1601, thereby maintain cash reserves of the Wastewater Fund and following the rate analysis recommendation for borrowing funds at a low interest rate for long term capital needs.

Councilmember Miller asked if this loan is affected by the City's credit worthiness. Mr. Tymesen confirmed that it is. Mr. Remitz said that they would issue a bond to the IDEQ when the project is complete and the expenses are tabulated. As part of their application, they give them all of their fiscal reports and one of the factors that the IDEQ bases their loans on is the financial health of the utility. Mr. Tymesen confirmed that it is a phenomenal offer based on the credit worthiness of the City of Coeur d'Alene, and includes a 2.75 fixed rate of interest for 20 years, with no prepayment penalty and no loan origination fee.

MOTION: Motion by Miller, seconded by Evams, to recommend council approval of an Amendment to IDEQ Loan #WW1601 for Construction of Tertiary Treatment Phase 2. Motion carried.

Item 3 Request for Declaration of Surplus Property Located at 601 W. Neider Avenue. Consent Calendar

Kyle Marine, Assistant Water Superintendent, presented a request that council declare as surplus a Water Department parcel located at 601 W. Neider Avenue, and declare that the minimum value for the parcel shall be \$40,000, and set a public hearing on the City's intent to sell the property by auction, as required by State Code.

Mr. Marine stated in his staff report that the Water Department fund owns a .825 acre parcel that was originally the site of a future well. A test well was drilled in 2000 to determine whether it should proceed with the project at this site. Unfortunately, the soil in this portion of the aquifer consists of a very fine sand which would require, at a minimum, a complicated sand filter. Further, due to the fine sand, a considerably reduced yield would be expected, making a well at that location not practical. The property has remained vacant. The lot has street frontage access onto Fruitland Lane and is zoned MH-8. It has an existing water service on the Neider frontage, a sewer service on the Fruitland frontage, as well as the 6" test well. The estimated value of the property is \$48,000. Staff would propose setting the starting bid to meet the costs of the sale, estimated to be \$40,000. This is the same as the "place holder" value put on the property by the County assessor. By transferring the property to private ownership, the City would dispose of a parcel that has no value to the City and which may also create a liability.

Councilmember Miller asked how the value of the property was determined. Mr. Marine said that they had a study done on some properties in 2016 by Architects West and they came back with a value of \$40-\$48,000 on the lot. The lot is zones as MH-8, but there could be different uses if it was zoned differently.

Councilmember Miller asked if there wasn't any other city use for the property. Mr. Marine confirmed that there was not.

Councilmember English wondered if there might be an opportunity to do something in regard to affordable housing. Councilmember Miller asked what the statutes allow them to do. Mr. Tymesen said that the cost is in pulling the infrastructure in from Fruitland to the west, paving, etc., which would get expensive pretty quick. The City could also possibly trade the land for something else that the City wanted. If they don't get a minimum bid, then they can be more creative to find out what else could be done with the property, such as possibly trading with developer for another well site. Councilmember English suggested that it might be a chance to get a little creative.

Councilmember Miller wondered if any of the organizations that deal with seniors or low income kids have been talked to and are aware that there is an upcoming opportunity. She suggested talking to them and that with the block grant money coming in, there might be something that could be done. She would like to see the City be able to create some partnerships and do something positive, rather than just sell the property. Mr. Tymesen said that they have worked on this for a number of years, looking for partnership opportunities, and have reached out to a couple of non-profits. He commented that there is so much going on right now in that area and that some of the grants don't allow for the clustering that would take place. Mr. Tymesen said that he would commit to get the information out to those agencies that provide housing, including Habit for Humanity, so that they could take a look at it but that, development-wise, it is not easy, which is what they have heard from the real estate community.

Mr. Marine said that, ultimately, the Water Department would like to surplus the property and look at other lots for possible well sites. Randy Adams, Deputy City Attorney, commented that it is a two-step process, and the Water Department is requesting a public hearing to the property as surplus as it has no benefit to the City. It doesn't mean that the property has to be sold right away or that they can't explore things at that time. The Water Department is asking the council to set a public hearing for May 1st, where it will be discussed whether this property will be surplus.

MOTION: Motion by English, to recommend council declare the property located at 601 W. Neider Avenue as surplus, set a minimum value of \$40,000, direct that a public hearing be held on May 1, 2018, of the City's intent to sell the parcel, and authorize staff to sell the property by auction. Motion died for lack of a second.

MOTION: Motion by Miller, to set a public for May 1, 2018 to declare the property located at 601 W. Neider Avenue as surplus. Motion died for lack of a second.

DISCUSSION: Mr. Adams confirmed that the setting of the public hearing would be placed on the next council meeting agenda.

Mr. Tymesen said that it doesn't put any timelines on the discussion so if they went and talked to those potential nonprofits between now and then, he would like to have a minimum dollar amount in order to find out if there are any developers that are interested. He commented that council can set a minimum value but not direct staff to sell the property until they have time to explore uses.

MOTION: Motion by Miller, seconded by English, to recommend council declare the property at 601 Neider as surplus, set a minimum value of \$40,000, and direct that a public hearing be held on May 1, 2018. Motion carried.

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison



City of Coeur d'Alene

Municipal Services
Department

City Hall, 710 E Mullan Avenue
Coeur d'Alene, Idaho 83814
(208) 769-2229 or Fax 769.2237
kathylew@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid April 1st - Oct 15th Annually 3/17 to 11/01

New applications or renewals with changes will be submitted to the City Council for approval. The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (First and Third Tuesday of each month). Payments are due with the application (check or cash only).

Name of Eating Establishment: Kaiju Sushi and Spirits
Applicant's Name: Frank Ciccone Phone Number: 208 966-4019
Contact Person: Frank Ciccone Phone Number: " "
Cell Phone: 208-704-1273 Email: francic33@msn.com
Mailing Address: 424 E. Sherman Ave City/State/Zip: CA/ID/83814
Physical Address: 1425 N. 6th St. City/State/Zip: CA/ID/83814

Is Application New Renewal
Any change in ownership or type of use? No Yes _____
Do you hold a current State of Idaho, Kootenai County and City of CDA alcohol license? No Yes
If yes, on your state of Idaho alcohol license do you have a restaurant designation? No Yes
Is anyone under 21 allowed in the area inside your establishment where alcohol is served? No Yes

Please supply a copy of your current menu.

What hours is the full menu available? Start 11:30 am. End 12:00 am

What days is the full menu available? 7 days a week

_____ Please supply a proposed site/seating plan, which is subject to approval and includes the following:

_____ Show table sizes and chair placement, distance from building (side street 24" tables max.)

_____ Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.

_____ What is width of sidewalk from property line to curb

_____ Please show location of refuse receptacle and disposal of cigarette remains

_____ Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000.00)

_____ Signed encroachment application


FEEES

16 Number of Seats x \$27.94 per seat (Sewer Cap Fee) = \$ 447.04
If located on sidewalk or City property, the encroachment fee is \$125.00. + \$ 125.00
TOTAL DUE \$ 572.04

If this is a new or renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following:

- If serving alcohol, please submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter at owners expense after obtaining City Council approval (see attached policy)
- Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City. The encroachment agreement on file with the City shall remain in full force and effect until the permit is cancelled by owner, change of ownership of business, or permit is expired, non-renewed, revoked or denied. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10:00 p.m.


Applicant Signature

3-20-18
Date

Internal Use Only

Reviewed and approved on: _____ By: _____

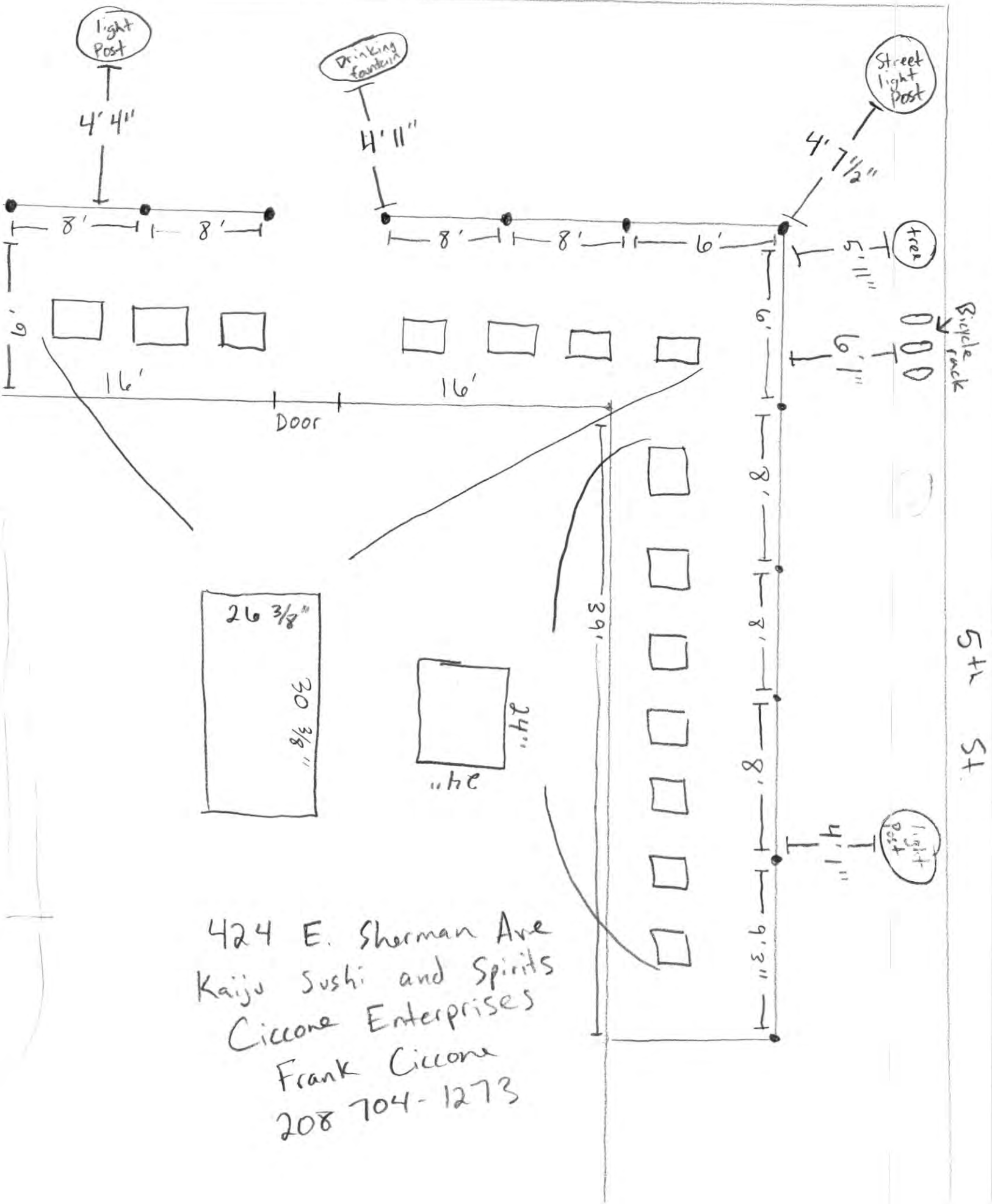
Issued By: _____ Date: _____

Conditions: _____

Denied due to: _____

Date: _____

Sherman Ave



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 3.22.18
Department Name / Employee Name / Date
Request made by: Vickie Stoner 208.784.6239
Name / Phone
P.O. Box 217 Kingston, ID 83839
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 136, _____, _____, _____, _____, _____. Block: A Section: Riverview

Lot(s) are located in / / Forest Cemetery / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Ronald & Vickie Stoner
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.
MB 3/22/18
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: BRA 3/23/18
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

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

13m
20m

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

[Office Use Only] Amt Pd 50
 Rec No 01499582
 Date 8/26/18
 Date to City Council: 4/3/18
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise <u>yes</u> no Transfer from <u>Renee Down to Leonard Northwest LLC</u> <u>Five Brewed LLC</u>	\$

Business Name	Leonard Northwest LLC
Business Mailing Address	814 N. 2nd St
City, State, Zip	Coeur d' Alene, Idaho 83814
Business Physical Address	507 E. Sherman Ave
City, State, Zip	Coeur d' Alene, ID 83814
Business Contact	Business Telephone: 208-292-4686 Fax: N/A Email address: leonardnorthwest@gmail.com
License Applicant	Leonard Northwest LLC DBA: Fine Brewed
If Corporation, partnership, LLC etc. List all members/officers	Nicholas Leonard

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



City of Coeur d'Alene Municipal Services
710 East Mullan Ave Coeur d Alene ID 83814
Ph and Fax 208.769.2229

[Office Use Only]	
Amnt Pd	75 -
Rec No	01499693
Date	3/26/18
Date to City Council:	4/3/18
Lic No.	
Date Issued	

Date that you would like to begin alcohol service May 1, 2018

Check the **ONE** box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input checked="" type="checkbox"/>	Transfer of ownership of a City license from MRP/Coeur d'Alene (GRG owned) to MRP/Coeur d'Alene (Devin and Sara Cassan owned) with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$75.00
<input type="checkbox"/>	TRANSFER :- NEW OWNERS OF MRP COEUR D'ALENE LLC DBA MACKENZIE RIVER PIZZA	

Name of Applicant	MRP COEUR D'ALENE LLC
Name of business where alcohol will be served	MRP/Coeur d' Alene dba MacKenzie River Pizza, Grill and Pub
Business Physical Address	405 W Canfield Ave, Coeur d' Alene, ID 83815
Business Mailing Address	405 W Canfield Ave, Coeur d' Alene, ID 83815
Business Contact	Business Telephone : 208-772-5111 Fax: Email address: cda@mackpie.com
If Corporation, partnership, LLC etc. List all members/officers	Devin J. Cassan - Member Sara D. Cassan - Member

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 26, 2018
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: Declaration of surplus property - 601 W Neider ave

DECISION POINT: Should the City Council declare as surplus a Water Department parcel located at 601 W Neider Ave., and declare that the minimum value for the parcel shall be \$40,000, and set a public hearing on the City's intent to sell the property by auction, as required by State Code?

HISTORY: The Water Department fund owns a .825 acre parcel, or 35,937 sf, that originally was the site of a future well. A test well was drilled in 2000 to determine whether we should proceed with the project at this site. Unfortunately, the soil in this portion of the aquifer consists of a very fine sand which would require, at a minimum, a complicated sand filter. Further, due to the fine sand, a considerably reduced yield would be expected, making a well there not practical. The property has remained vacant. The lot has street frontage access onto Fruitland Lane and is zoned MH-8. It has an existing water service on the Neider frontage, a sewer service on the Fruitland frontage, as well as the 6" test well.

FINANCIAL ANALYSIS: The property brings no revenue into the fund and is a liability. Its estimated value is \$ 48,000. Staff would propose setting the starting bid to meet the costs of the sale, estimated to be \$40,000. This is the same as the "place holder" value put on the property by the County assessor.

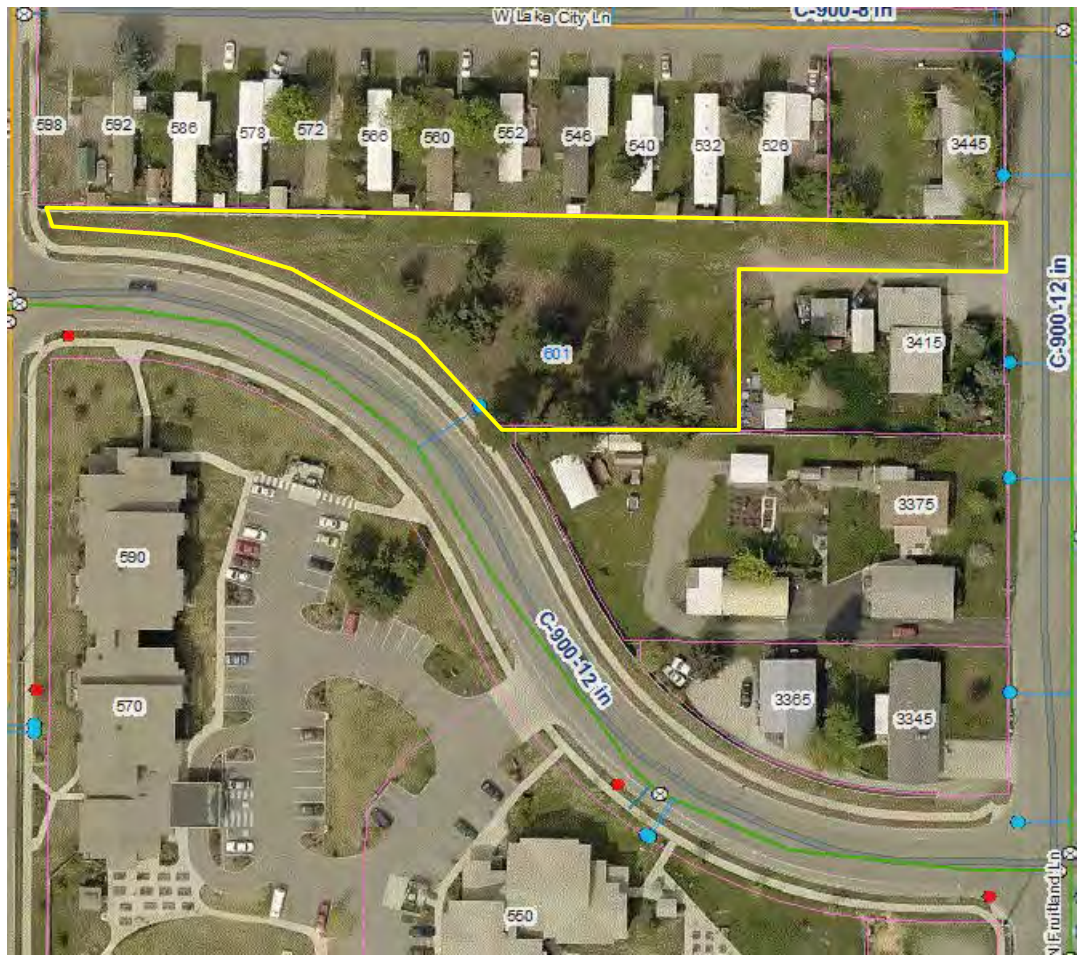
PERFORMANCE ANALYSIS: By transferring the property to private ownership, we dispose of a parcel that has no value to the City and which may also create a liability.

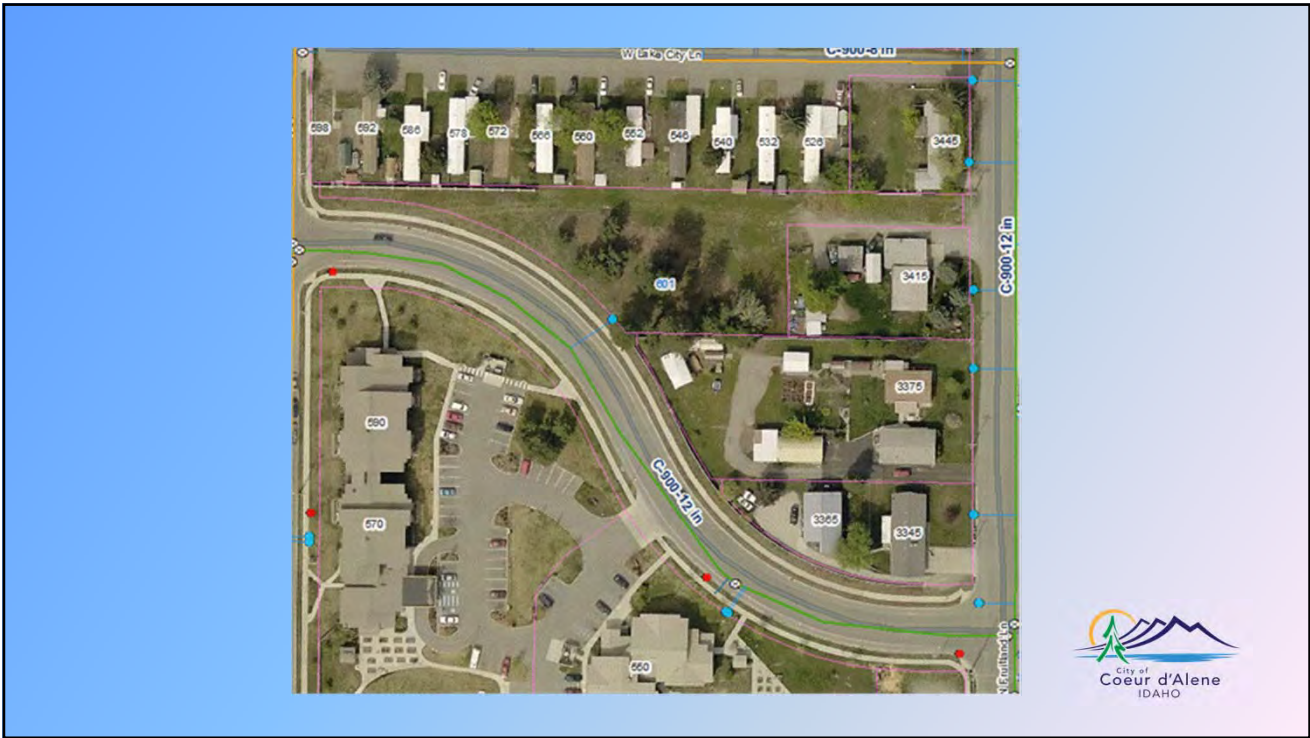
DECISION POINT/RECOMMENDATION: Council should declare the subject parcel surplus, set a minimum value of \$40,000, direct that a public hearing be held on the City's intent to sell the parcel, and authorize staff to sell the property by auction.

Subject parcel

(601 W Neider)







Test well was Drilled in May of 2000



Fine Sand

cold, no smell

12. LITHOLOGIC LOG (Describe repairs or abandonment)

Bore Diam	From	To	Remarks: Lithology, Water Quality and Temperature	Water	
				Y	N
8	0	9	Topsoil	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	9	105	Sand & gravel - fine - brown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	105	110	Sand & gravel - 1/2" minus	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	110	220	Sand & gravel - fine - brown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	220	245	Sand & gravel - 1/4" minus	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	245	260	Sand & gravel - fine - clay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	260	290	Sand & gravel - medium fine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	290	310	Sand - black & white - fine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	310	370	Sand & gravel - brown - medium	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			Some larger gravel, but mostly fines	<input type="checkbox"/>	<input type="checkbox"/>
6	370	440	Sand & gravel - brown clay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			1" minus gravel with a lot of fines	<input type="checkbox"/>	<input type="checkbox"/>
			Well needs to be screened if any	<input type="checkbox"/>	<input type="checkbox"/>
			further testing is to be done or the	<input type="checkbox"/>	<input type="checkbox"/>
			well needs to be abandoned	<input type="checkbox"/>	<input type="checkbox"/>



RESOLUTION NO. 18-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACT AND OTHER ACTION OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF DESTRUCTION OF RECORDS FOR THE MUNICIPAL SERVICES AND HUMAN RESOURCES DEPARTMENTS, AND APPROVAL OF AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT RENEWING TERMS FOR FIRE PROTECTION WITHIN THE ITD RIGHT-OF-WAYS FOR US95 AND I-90.

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

- A) Approval of Destruction of Records for the Municipal Services and Human Resources Departments; and
- B) Approval of an Agreement with the Idaho Transportation Department renewing terms for Fire Protection within the ITD right-of-ways for US95 and I-90;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement or other action so long as the substantive provisions of the agreement or other action remains 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 3rd day of April, 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 _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: MARCH 26, 2018
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR
RE: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT: Should the City Council approve the destruction of certain public records?

HISTORY: The Municipal Services Department is requesting approval for the destruction of records that have surpassed the retention period, specifically DVD's of public meetings from 2005 through December 2015. This would result in the destruction of approximately 1,000 DVD's and free up much needed storage space. Please note that the legal public record for meetings are the Meeting Minutes, not the recordings. The Human Resources Department is also looking to follow its records retention schedule and seeks to destroy records that are beyond their retention period. This destruction will also provide needed storage space.

FINANCIAL ANALYSIS: There is no financial cost for the destruction of these records.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if maintenance of those records is necessary. Because the time required to maintain the records identified in the attached list has expired and they have no use to the City, it is both proper and necessary to purge these records in order to make storage space available for future records.

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

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: MUNICIPAL SERVICES/HUMAN RESOURCES
DATE: MARCH 2018

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Municipal Services:		
CDATV – DVDS for the following meetings: City Council Planning Commission (prior: Planning & Zoning) Parks & Recreation General Services Public Works Ignite cda (prior: LCDC) Various workshops and joint meetings	Temporary	2005 – December 215
Human Resources		
Employee Files	Semi-permanent	Prior to March 2013
Recruitment Files	Temporary	Prior to March 2015
Grievances	Semi-permanent	Prior to March 2013
Drug Testing	Temporary	Results prior to March 2015

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: MUNICIPAL SERVICES/HUMAN RESOURCES
DATE: MARCH 2018

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
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Human Resources		
Employee Files	Semi-permanent	Prior to March 2013
Recruitment Files	Temporary	Prior to March 2015
Grievances	Semi-permanent	Prior to March 2013
Drug Testing	Temporary	Results prior to March 2015

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: March 26, 2018
From: Kenny Gabriel, Fire Chief
Re: Agreement with ITD

DECISION POINT: Should the City Council approve an agreement between the Fire Department and the Idaho Transportation Department (ITD) for Fire Protection within the ITD right-of-way in the Highway 95 corridor within the City of Coeur d'Alene?

HISTORY: We have been asked by ITD to sign a formal agreement stating we would provide fire protection in the Highway 95 corridor. This is a continuation of a contract we have signed in years past.

FINANCIAL ANALYSIS: There will be no negative financial impact to the City. There is a provision in the agreement that allows responding agencies to be reimbursed. This rate is the exact same as the agreement we have with the Idaho Department of Lands.

PERFORMANCE ANALYSIS: This will cause no change of service because we currently respond to all incidents in the City, including in the Highway 95 corridor.

DECISION POINT/RECOMMENDATION: Council should approve the agreement with ITD for fire protection within the ITD right-of-way in the Highway 95 corridor within the City of Coeur d'Alene.



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IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • itd.idaho.gov

MEMORANDUM OF UNDERSTANDING

Between

THE IDAHO TRANSPORTATION DEPARTMENT

And

COEUR d'ALENE FIRE DEPARTMENT (CDFD)

PURPOSE:

To provide the Idaho Transportation Department with fire protection for vehicular fires within the ITD Right of Way

1. I-90 Milepost 10 to 16.5.
2. US95 Milepost 429 to Milepost 433.7

AUTHORITY:

Citation of the legal authority for the MOU including Sections 67-2326 through 67-2333 and 67-2339, Idaho Code, and any other provisions of state or federal law or regulation directly pertaining to the memorandum.

RESPONSIBILITIES AND PROCEDURES:

CDFD extinguishment of vehicle fires shall be in accordance with the responding Fire Departments' Standard Operating Procedures (SOP) and minimum standards of this document.

The **CDFD** shall meet the following minimum standards for responding to vehicle fires on ITD roadways and upon request, provide written documentation for the following:

- Firefighters have been trained in proper extinguishment of vehicle fires through NFPA Firefighter I or equivalent, and/or other Department certification signed by the Fire Chief as being able to perform vehicle firefighting.
- Fire apparatus is certified by the Fire Department that it meets NFPA minimum standards.

CDFD personnel shall use personnel protective equipment in accordance with NFPA 1971 including Self-Contained Breathing Apparatus (SCBA), this should also include wearing of a Class II reflective vest, or if vests are not available insure that the reflective tape of the structural firefighting gear is in good condition. (NFPA 1001 5.3.3)



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CDFD Should try to establish a safe work zone while working within the highway right of way. If possible all traffic control should comply with 6-I Control of Traffic through Traffic Incident Management Areas of the Manual for Uniform Traffic Control Devices (MUTCD).

During any vehicle fire suppression activity upon ITD roadway where water is used during or forecasted freezing conditions the fire department/district will notify the closest ITD District or State Communications of a potential roadway icing condition.

ITD shall be notified if there is any major damage to infrastructure (pavement, bridge, etc.), by contacting the closest ITD District or State Communications.

PAYMENT REQUIREMENTS:

ITD will reimburse the responding Fire Department for vehicle fires using the following guidelines:

The fire department/district shall submit a 1) completed Idaho Fire Incident Report (IFIR), along with 2) the billing invoice to ITD for payment. The fire department/district also shall include 3) the name, address, license plate number and insurance carrier for each vehicle involved in the fire. Please include a law enforcement report if one is available.

BILLING GUIDELINES:

The Idaho Department of Lands (IDL) most current Idaho Fire Service Organization Rate Book (FSORB) will be utilized and billing will be based upon personnel time duration of the call. Payment is due within 30 days from the invoice date.

Full-time Paid Fire Department Personnel

A Fire Service Organization (FSO) with wage employees shall be paid at the Un-Operated Hourly Rate, and will submit an invoice for personnel time. ITD will reimburse the FSO for actual payroll costs, including benefits, based on incident shift time. No other administrative or backfill costs will be allowed.

Volunteer Fire Departments

A volunteer fire service organization shall be paid at the Fully Operated Hourly Rate.

Fire departments/districts may request reimbursement equal to but not exceeding one hour of personnel expenses and equipment costs if calls are canceled **while en route**. Cancellation of calls before equipment and personnel leave their stations are not eligible for reimbursement.

Additional Personnel Payment

Additional personnel above the recommended number required by the IDL FSORB shall be paid in accordance with the Fire Departments' regular certified pay scale.



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Equipment

Heavy Rescue apparatus with a water supply system that respond for extinguishment will be paid the same rate as an E-1 engine.

Foam

ITD shall make reimbursement for foam when provided by the FD.

- Compressed Air Foam System (CAFS) – Plumbed into the system, increase the rate by 10% of the specified un-operated rate.
- Metering Systems (Automatic Regulating Proportioning System) – Systematic metering units, increase the rate by 5% of the specified un-operated rate.
- Any other foam capabilities, such as eductor units which siphon foam into the hose system, or when the foam is dumped directly into the tank, will not receive any additional compensation.

Absorbent Materials

ITD shall make reimbursement for absorbent materials when provided by the FD. Absorbent materials such as floor dry, booms and/or pads used to absorb, contain and/or divert motor vehicle fluids.

LIMITATIONS:

Nothing in this Memorandum of Understanding between ITD and **CDFD** shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.”

Additionally, the following release of liability should be added. "Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party."

EFFECTIVE DATE:

This Memorandum of Understanding shall become effective upon signature of the Director of ITD and the signing authority of **CDFD**. Automatic annual renewals will occur unless the Method of Termination occurs.

METHOD OF TERMINATION:

The method or methods for partial or complete termination of the MOU and for disposing of property upon such partial or complete termination shall at the very least contain a statement to the effect that “This Memorandum of Understanding shall remain in force unless formally terminated by either party after thirty (30) days written notice to the other party.”



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IDAHO TRANSPORTATION DEPARTMENT

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AMENDMENTS:

Amendments to this memorandum shall become effective upon mutual agreement and written approval by the Director of ITD and the signing authority of **CDFD**.

SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By _____ Date _____

Director

COEUR d' ALENE

By _____ Date _____

Steve Widmyer, Mayor

ATTEST

By _____ Date _____

Renata McLeod, City Clerk

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 26, 2018
FROM: James Remitz, Capital Program Manager
SUBJECT: Approving Amendment to IDEQ Loan # WW 1601

DECISION POINT: Should the City Council approve and accept an amendment to the Loan Offer Agreement between the Idaho Department of Environmental Quality (IDEQ) and the City of Coeur d'Alene for the construction of the Tertiary Treatment Phase 2 project?

HISTORY: In June 2015, the City of Coeur d'Alene applied for and received a loan offer from IDEQ for the design and construction of the Tertiary Treatment Phase 2 project in the amount of \$20,000,000. This loan offer was obtained from IDEQ after the City attained judicial confirmation in April 2013 to incur debt for these improvements to the Advanced Wastewater Treatment Facility. The improvements are necessary for the City to meet the discharge requirements of the National Pollutant Discharge Elimination System (NPDES) discharge permit issued in December 2014 by the United States Environmental Protection Agency (EPA).

PERFORMANCE ANALYSIS: This additional loan funding in the amount of \$500,000 will fund the design and construction of an overhead crane and hoist for the Tertiary Membrane Filtration (TMF) process facility. During the construction of the Tertiary Treatment Phase 2 project, the need for an overhead crane and hoist was identified for the safe and efficient removal and servicing of the newly installed membrane filtration cassettes. Since the crane and hoist assembly was not part of the original project scope, the construction costs will be incorporated into the project by the issuance of a change order to the current construction contract.

FINANCIAL ANALYSIS: Approval of this amendment will allow for the cost of the crane and hoist assembly to be funded by the same terms and conditions of IDEQ Loan # WW 1601 (2.75% interest rate, 20 years), thereby maintaining cash reserves of the Wastewater Fund and following the rate analysis recommendation for borrowing funds at a low interest rate for long term capital needs.

DECISION POINT/RECOMMENDATION: Council should approve and accept the Amendment to the Loan Offer Agreement between the Idaho Department of Environmental Quality and the City of Coeur d'Alene, and authorize the Mayor to execute this amendment.

RESOLUTION NO. 18-019

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the Council of the City (the "Council") is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the wastewater system of the City (the "System");

WHEREAS, on April 15, 2013, the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, in Case No. CV-13-338, issued its Judgment (the "Judicial Confirmation") ordering and decreeing, among other things, that the City has the authority to issue revenue bonds, without a public vote, to finance improvements to the City's System (the "Project");

WHEREAS, pursuant to Resolution No. 15-047 adopted by the Council on September 15, 2015, the City entered into that certain Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction, Project No. WW1601, dated August 31, 2015, and accepted by the City on September 16, 2015 (the "Loan Offer"), providing for a loan from IDEQ to the City in the principal amount of up to \$20,000,000 to finance a portion of the Project;

WHEREAS, the City has requested that the Loan Offer be amended to increase the loan amount thereunder by \$500,000, and the IDEQ has agreed to such increase, which results in a total loan amount of up to \$20,500,000, pursuant to the Idaho Department of Environmental Quality Wastewater Loan Offer Agreement Amendment executed by IDEQ on March 2, 2018, in the form attached to this Resolution as Exhibit A (the "Loan Offer Amendment");

WHEREAS, the City desires to approve and accept the Loan Offer Amendment and authorize the Mayor or the City Administrator to execute the Loan Offer Amendment, and deliver the same to IDEQ;

WHEREAS, the City desires to authorize the City's officials to take all action necessary or reasonably required to effectuate the Loan Offer, as amended by the Loan Offer Amendment.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Coeur d'Alene as follows:

Section 1. Approval of Loan Offer Amendment. The form, terms and provisions of the Loan Offer Amendment to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor or City Administrator is hereby authorized to execute the Loan Offer Amendment, with the provision that the Mayor, City Administrator, and/or City Attorney are hereby authorized to modify said agreement to the extent that the substantive provisions of the agreement remain intact.

Section 2. Delivery of Documents to IDEQ. The officials of the City are authorized to deliver to IDEQ the executed Loan Offer Amendment, together with a copy of this Resolution.

Section 3. Necessary Actions. The Mayor and other officers and agents of the City shall take all actions necessary or reasonably required by the Loan Offer and Loan Offer Amendment to effectuate the provisions thereof.

DATED this 3rd day of April, 2018.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By _____
Steve Widmyer, Mayor

ATTEST:

By _____
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 _____.

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY WASTEWATER
LOAN OFFER AGREEMENT AMENDMENT

Amendment No. 1 to the Loan Offer Agreement (Agreement), Project Number WW1601, between the Idaho Department of Environmental Quality (DEQ) and City of Coeur d'Alene.

TO BE ATTACHED AND MADE PART OF the above referenced Agreement.

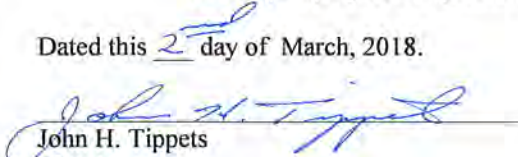
THE DEQ AND THE CITY OF COEUR D'ALENE AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section II.D., Terms: Change \$20,000,000 to read \$20,500,000.
2. Section II.E., Estimated Project Budget (replace the existing schedule with the following):

	Original Project Costs	Amendment 1 Increase	Total Project Costs
a. Administrative	\$100,000	\$0	\$100,000
b. Engineering Fees	\$2,840,000	\$0	\$2,840,000
c. Advance Treatment Const.	\$9,000,000	\$500,000	\$9,500,000
d. Secondary Treatment Const.	\$8,060,000	\$0	\$8,060,000
e. Contingency	\$0	\$0	\$0
Total	\$20,000,000	\$500,000	\$20,500,000

3. Section VI.A., Security Requirements:
Change to read: The loan will be evidenced and secured by promissory note or bond in the amount of \$20,500,000 (twenty million five hundred thousand dollars). The promissory note or bond will be issued upon project completion and incorporated by reference into this Agreement.

Dated this 2nd day of March, 2018.



John H. Tippetts
Director
Department of Environmental Quality

This Amendment shall become effective upon acceptance by the City of Coeur d'Alene and must be accepted, if at all, on or before 60 days from the date of this DEQ amended loan offer. If the City of Coeur d'Alene finds the Amendment acceptable, it shall sign the document and return it to DEQ.

ALL OTHER CONDITIONS AND TERMS IN THE ORIGINAL AGREEMENT REMAIN THE SAME.

City of Coeur d'Alene

Signature of Representative

Date

Name and Title of Representative

ANNOUNCEMENTS

GENERAL SERVICES COMMITTEE

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: March 26, 2018
From: Michael Kempton, Lead Maintenance Worker & Natural Open Space
Committee Liaison
Re: Adoption of Veterans Centennial Park Master Plan

DECISION POINT: Should the City Council adopt the master plan which has been created for the Veterans Centennial property as an addendum to the Parks and Recreation Master Plan and the City's Comprehensive Plan?

HISTORY: Veterans Centennial Park is a 16-acre parcel held in trust by the Panhandle Parks Foundation, with the express purpose of preserving the site for public use. This parcel was donated by Emma Van Laken for use as a public park. The Natural Open Space Committee has been tasked with developing a master plan to serve as a guide for the development of this parcel. Working with various groups and interested parties, the master plan being presented has been created and supported by the Natural Open Space Committee, and the Parks and Recreation Commission is recommending that Council adopt it.

FINANCIAL ANALYSIS: This plan is intended to serve as a guide for the development of a public park. No funds are currently budgeted for this project. Having a plan in place would enable the City to pursue grants, matching funds, and donations to implement the plan and create the park. The plan would also allow the City to budget funding in the future for this project. Nothing in this master plan commits the City to expending money at this time.

PERFORMANCE ANALYSIS: By approving this master plan, a guide will be in place for the limited development of the site as funding, grants, and/or in kind services become available.

DECISION POINT/RECOMMENDATION: Council should adopt the Veterans Centennial master plan as an addendum to the Parks and Recreation Master Plan and the City's Comprehensive Plan.

RESOLUTION NO. 18-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE VETERANS CENTENNIAL PARK MASTER PLAN AS AN ADDENDUM TO THE PARKS AND RECREATION MASTER PLAN AND THE CITY'S COMPREHENSIVE PLAN.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene adopt the Veterans Centennial Park Master Plan, which said plan 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 adopt such plan;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City adopt the Veterans Centennial Park Master Plan 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 plan to the extent the substantive provisions of the plan remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to adopt said plan on behalf of the City.

DATED this 3rd day of April, 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 _____.



Site Plan
Scale: 1" = 20'

Enlarged Plan
Scale: 1/8" = 1'-0"

Resolution No. 18-020

Exhibit "1"

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: March 26, 2018
From: Bill Greenwood, Parks & Recreation Director
Re: Brooks Seaplane Lease Agreement

DECISION POINT: Should the City Council approve the lease with Neil and Anna Lunt, d/b/a Brooks Seaplane Service, LLC?

HISTORY: Brooks Seaplane Service has been leasing Bay 5 on the commercial dock and providing plane rides over our region for over 30 years. It is a favorite attraction in our community and with visitors. The Lunts have purchased the business and want to carry on this tradition.

FINANCIAL ANALYSIS: The Lunts agree to pay as rental for the right of such moorage space and the use of said portion of the dock for the first year of the lease the sum of \$5,992.60, payable as follows: \$5,899.20, based on a monthly rental of \$491.60, due on April 1, 2018, for the period of April 1, 2018, through March 31, 2019; and \$93.40, which is the 2% fee assessed by the Department of Lands. Annual lease increases will be based on the Consumer Price Index (CPI) Western.

PERFORMANCE ANALYSIS: Brooks Seaplane has an existing lease in place. This new lease with the Lunts is a 5-year lease commencing on April 1, 2018, and ending on March 31, 2023. The 5-year term is required by the Lunts' bank. The Lunts may request, in writing, a 5-year extension of this agreement, covering the period of April 1, 2023, through March 31, 2028.

DECISION POINT/RECOMMENDATION: Council should approve the lease with Neil and Anna Lunt, d/b/a Brooks Seaplane Service, LLC.

RESOLUTION NO. 18-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LEASE AGREEMENT WITH NEIL AND ANNA LUNT, d/b/a BROOKS SEAPLANE SERVICE, INC., FOR BAY 5 ON THE COMMERCIAL DOCK.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a lease agreement with Neil and Anna Lunt d/b/a Brooks Seaplane Service, Inc., 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 lease agreement with Neil and Anna Lunt d/b/a Brooks Seaplane Service, 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 agreement on behalf of the City.

DATED this 3rd day of April, 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 MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

_____ was absent. Motion _____.

LEASE AGREEMENT

THIS LEASE is entered into this 3rd day of April, 2018, by and between the CITY OF COEUR D'ALENE, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Lessor," and **NEIL LUNT** and **ANNA LUNT d/b/a BROOKS SEAPLANE SERVICE, INC.**, with its mailing address at P.O. Box 1028, Coeur d'Alene, Idaho 83816, hereinafter referred to as the "Lessee."

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage on the South side of the City Dock, to wit:

THAT SPACE DESCRIBED AS BAY 5 ON THE SOUTH SIDE
OF THE CITY DOCK.

Said bay is depicted on the attached drawings identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be five (5) years commencing April 1, 2018, and ending March 31, 2023. Any property left beyond March 31, 2023, or any extension of this lease, will be impounded and returned to the Lessee only upon payment of reasonable impounding and storage costs and fees. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock for the first year of the lease, the sum of Five Thousand Nine Hundred Ninety-Two and 60/100 Dollars (\$5,992.60) payable as follows: Five Thousand Eight Hundred Ninety-Nine and 20/100 Dollars (\$5,899.20), based on a monthly rental of Four Hundred Ninety One and 60/100 Dollars (\$491.60), payable on April 1, 2018, for the period of April 1, 2018, through March 31, 2019, and Ninety-Three and 40/100 Dollars (\$ 93.40) which is the 2% fee assessed by the Department of Lands as identified in Section 4. Annual fee increases will be based on the Consumer Price Index (CPI) Western. The rental will be payable on or before the first day of each succeeding year of the lease.

Section 3. Renegotiation: Lessee may request in writing a five (5) year extension of this agreement for the period from April 1, 2023, to March 31, 2028, by submitting to Lessor a written request for extension after April 1, 2022, and prior to September 1, 2022. Upon receipt of such request, the Lessor will consider whether it will grant an additional five (5) year extension and, if so, the parties may mutually renegotiate terms applicable to said extension. The grant of the five (5) year extension shall not be unreasonably withheld.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or

extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$93.40, or 2% of the annual fee. This fee is included in Section 2, should the State of Idaho charge any other or additional fee Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the City Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Director of Parks. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Director of Parks and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director

prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises and any dock extension owned by the Lessee only for the moorage of his seaplanes, to offer rides in seaplanes to the public, and to student fliers participating in his seaplane flying school, to sell gasoline to other seaplanes and, when necessary in emergencies caused by weather conditions or the condition of visiting seaplanes, to allow such seaplanes to be moored or stored on or at the part of the dock being leased by the Lessee. The Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, beverages, except the sale of gasoline to other seaplanes and souvenir sales as allowed by Section 10 entitled "Souvenir Sales." It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. Lessor, or its Parks Director, shall approve the manner of the moorage of the seaplanes or of the dock extension. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 12. Liability: The Lessee covenants to defend, indemnify, and hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during cruises, flights, other activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase in and about the leased premises shall mean the City Dock and all other areas owned, maintained, or regulated by Lessor upon which Lessee's customers and potential customers, invitee's, employees, and agents utilize in the course of his/her cruise, flights, other activities associated with Lessee's use, or inquiry about the same on Lessee's watercraft or in the course of access to or egress from Lessee's watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy. This policy must run for the entire period of this lease.

Section 13. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 14. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 15. Interference with Use by Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 16. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 17. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, which may apply to Lessee's use of the leased premises.

Section 18. Underground Fuel Tanks(s): Lessee agrees to provide all inspection reports and documents to the Parks & Recreation Director with 5 business days of receipt.

Section 19. Default: In the event that the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 20. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 1028, Coeur d'Alene, Idaho 83816 and deposited in the United States mail with proper postage affixed thereto. In

lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 21. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease will identify any infraction in this agreement that causes termination, or the city may terminate the agreement for construction, access, or other needs or uses of said lease site.

Section 22. Time of the Essence: Time is of the essence of this Lease.

Section 23. Parking: The parties recognize that the city is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by lessee's customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever lessee may have against the Lessor its employees, agents, elected and appointed officials in the event parking is modified.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
NEIL LUNT and ANNA LUNT
d/b/a BROOKS SEAPLANE SERVICE

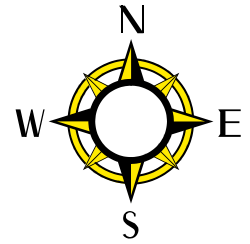
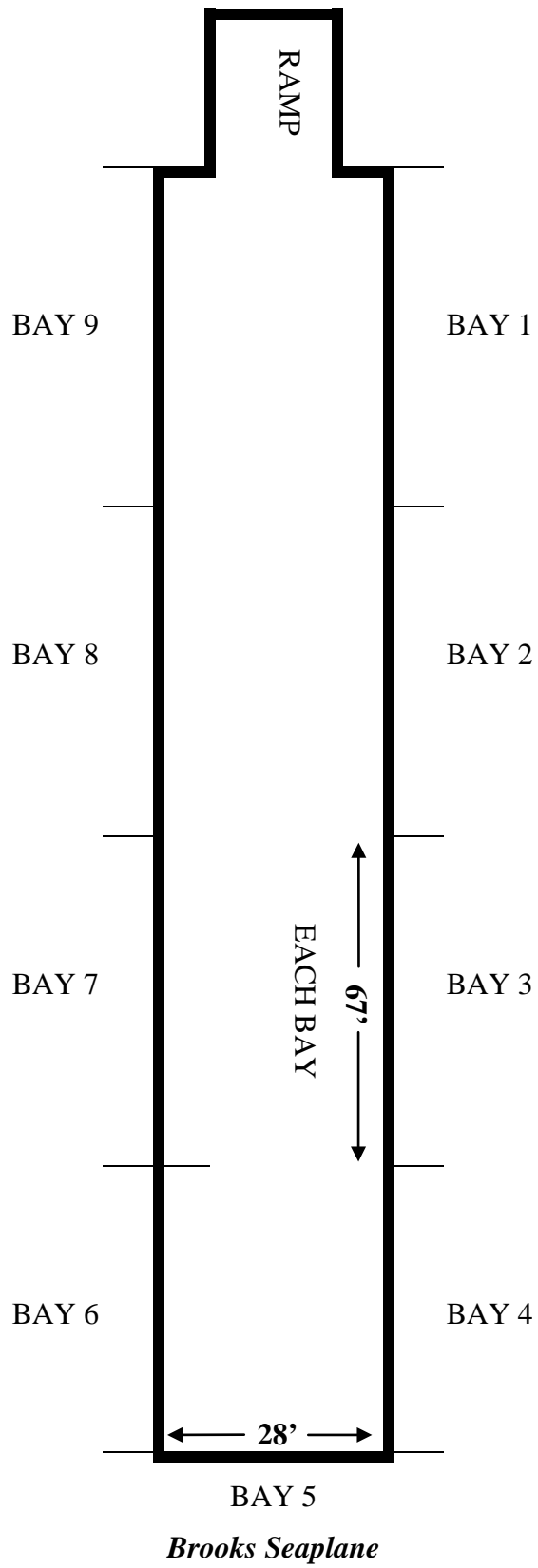
By: _____
Steve Widmyer, Mayor

By: _____
Neil Lunt, President

By: _____
Renata McLeod, City Clerk

By: _____
Anna Lunt

Exhibit "A"



OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: April 3, 2018
FROM: Sean E. Holm, Senior Planner
SUBJECT: Annexation Agreement for Iron Legacy (Hern)
Southwest corner of Atlas Road & Hanley Avenue

DECISION POINT:

Consider approval, through the consent calendar, of the 7.46+/- acre annexation agreement and ordinance for property abutting Hern Ironworks (Iron Legacy, LLC) as recommended by Planning Commission December 13th, 2016 and approved by City Council January 17th, 2017. The request for zoning in conjunction with annexation was for C-17 (Commercial). A map of the subject property is provided below. The minutes of the City Council meeting, and a copy of the annexation agreement are attached for review.

Map #1 (Subject Property):



MISCELLANEOUS ANNEXATION AGREEMENT DETAILS:

The following item was approved to be included in the annexation agreement beyond standard language (i.e. Deannexation, hold harmless, recordation, etc.):

6.11. Pedestrian and Bike Trail Connections: City Council approval of the annexation included the requirement of the ability to connect the shared use path along the south side of Hanley near the subject property with the Prairie Trail to the west along Hanley Ave. There is a “pinch-point” where the existing fence is too close to Hanley to allow a trail to be built for connectivity to the current trail along Hanley and to the Prairie Trail. A 20’ easement or dedication of right-of-way to the City to allow for a future trail along the south side of the Hanley Road curb line will be required prior to the issuance of a building permit, or prior to issuance of a Certificate of Occupancy (C.O.). This requirement for an easement or dedication of the right-of-way is intended to allow a trail to be built next to the Hanley road to give pedestrians and bicyclists a safe path.

Map #2 (Trail Connection):



FINANCIAL ANALYSIS:

The Owners have agreed to pay three (3) annexation fee installments contingent with the following:

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration, in the amount of Ninety Five Thousand two hundred fifty dollars and no/100 (\$95,250.00) to the City at the times specified in Section 5.3 below. 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 units per acre and a fee of Seven Hundred Fifty Dollars and no/100 for each potential residential unit on the 7.4685 acre lot zoned C-17 on the approved plat. 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.

5.3 Payment of Annexation Fees: On or before the date of the publication of the ordinance annexing the Property into the City, the owner will pay one-third of the total required annexation fee in the amount of Thirty One Thousand, Seven Hundred Fifty dollars and no/100 (\$31,750.00). On or before October 1, 2019, the owner will pay an additional one-third of the total required annexation fee in the amount of Thirty One Thousand, Seven Hundred Fifty dollars and no/100 (\$31,750.00). On or before October 1, 2020, the owner will pay the remaining one-third of the total required annexation fee in the amount of Thirty One Thousand, Seven Hundred Fifty dollars and no/100 (\$31,750.00). Owner expressly agrees that if the required payments have not been made according to the above stated schedule the City may withhold building permits on the property, or any other discretionary approvals on the property, until such time as the required fees are paid.

PERFORMANCE ANALYSIS:

City Council has determined that the property is appropriate for annexation based on approval January 13th, 2017.

DECISION POINT/RECOMMENDATION:

City Council must consider approving the annexation agreement through the consent calendar as provided on tonight's agenda and as described in this staff report.

MOTION: Motion by Evans, seconded by McEvers to direct staff to negotiate an Agreement for Construction Manager/General Contractor Services with Ginno Construction for the City Hall Remodel. **Motion carried.**

(LEGISLATIVE HEARING) A-6-16 - A PROPOSED 7.46 ACRE ANNEXATION FROM COUNTY LI TO CITY C-17 APPLICANT: IRON LEGACY, LLC LOCATION: W. SIDE OF ATLAS RD. S. OF HANLEY AVENUE

STAFF REPORT: Planner Sean Holm noted that the applicant, Iron Legacy, LLC. has requested the annexation of approximately 7.46 acres of land located on the southwest corner of Atlas Road and Hanley Avenue intersection with the requested zoning of C-17 (Commercial at 17 units/acre). He reviewed the property history, location, area zoning, and area land uses. He noted that the Findings required for the annexation include the following: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Mr. Holm noted several applicable Comprehensive Plan policies and characteristics of the site and permitted uses within the C-17 zone. He noted the Annexation Agreement should include the condition to include a 20' easement or dedication of right-of-way for a future trail along Hanley Avenue.

DISCUSSION: Councilmember Gookin asked if the City could ask for property dedication that is not within the city limits. Mr. Holm confirmed that the City could ask for it within the annexation agreement, since the applicant owns the property. Councilmember Gookin asked for clarification regarding buffers between commercial and residential zones. Mr. Holm explained that buffers would be required for parking lots and when a residential property abuts a commercial property. Councilmember McEvers asked if there would be an impact to the shooting range next door. Mr. Holm said that he had talked with the owner of the shooting range and he expressed concern that the future use not be in conflict with his existing use. He clarified that the shooting range did not file an objection to annexation.

APPLICANT: The Clerk swore in the applicant. Steve Circle, Coeur d'Alene, explained that he is with Tristate Engineers, and reiterated that they are fine with the dedication of right-of-way and clarified that the development of the trail will be upon future annexation and development of the property.

DISCUSSION: Councilmember McEvers commented that this is an end of an era, with the past use of the property. He noted that it makes sense to rezone the property and move it into the city. Councilmember Gookin asked if the applicant could share what is the planned future project. Mr. Circle noted that the first phase would be a mini-storage on the back side of the property and a potential future gas station/convenience store.

PUBLIC TESTIMONY: Mayor Widmyer called for public comments. With no comments being received, public testimony was closed.

MOTION: Motion by McEvers, seconded by Edinger to approve A-6-16 - A proposed 7.46 acre annexation from County LI to City C-17 Applicant: Iron Legacy, LLC Location: W. side of Atlas Rd. S. of Hanley Avenue, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

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

(LEGISLATIVE HEARING) A-7-16 - A PROPOSED 1.51 AC. ANNEXATION FROM COUNTY AGRICULTURE SUBURBAN (AS) TO CITY R-3 APPLICANT: LAKE CITY ENGINEERING LOCATION: NORTHERN END OF VICTORIAN DRIVE

STAFF REPORT: Planner Mike Behary noted that the applicant, Lake City Engineering on behalf of the owner Brown Living Trust, has requested the annexation of approximately 1.51 acres of land located on the northern end of Victorian Drive with the requested zoning of R-3 (Residential at 3 units/acre). He reviewed the property history, location, area zoning, and area land uses. He noted that the property owner has used the property as part of their residential yard for years. He noted that the Findings required for the annexation include the following: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Mr. Behary noted several applicable Comprehensive Plan policies and characteristics of the site. He noted items to be included in the Annexation Agreement are the completion of a short plat concurrently with the Annexation Agreement and all water rights associated with the parcel to be transferred to the City at the owner's expense. Mr. Behary noted that staff would work with the County on the completion of the short plat.

DISCUSSION: Councilmember McEvers asked for clarification regarding water and sewer availability. Mr. Behary noted that it is adequate; however, is not sure where the lines are located.

APPLICANT: The Clerk swore in the applicant. Tom Torgeson, Coeur d'Alene, noted that he was speaking on behalf of the applicant. He explained that two individual property owners wanted a buffer from the existing residence and what might happen in the future. In the past, the County did not have checks and balances against illegally divided land, therefore this divided land has caused an issue for two parcels. He clarified the location of the sewer and water lines. He noted that this action would clean up the title to both affected parcels.

PUBLIC TESTIMONY: Mayor Widmyer called for public comments. With no comments being received, public testimony was closed.

MOTION: Motion by McEvers, seconded by Edinger to approve A-7-16 - A proposed 1.51 ac. annexation from County AS to City R-3 Applicant: Lake City Engineering Location: Northern

RESOLUTION NO. 18-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH CANNON GROUND DEVELOPMENT, LLC, (JOHN A. HERN, III), FOR A PARCEL LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Cannon Ground Development, LLC, 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 Cannon Ground Development, LLC, (John A. Hern, III), 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 3rd day of April, 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
ATLAS ROAD & HANLEY AVENUE, aka Hern Annexation
A-6-16

THIS AGREEMENT, made and dated this 3rd day of April, 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 ***Cannon Ground Development, LLC***, an Idaho Limited Liability Company, organized pursuant to the laws of the State of Idaho, with its address at ***P.O. Box 1060, Coeur d' Alene, ID 83816***, hereinafter referred to as the "Owner,"

WITNESSETH:

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 of the parcel to the City, said parcel is more particularly described in Exhibit "A" attached hereto (commonly known as Atlas Road and Hanley Avenue aka Hern Annexation, and 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 the annexation of the Property, subject to the successful completion of the annexation process. 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 at the southwest corner of the Atlas Road and Hanley Avenue intersection 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 the City's water 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 subdivision and further agrees to fully comply with all city policies for its water and wastewater systems. All developments that discharge sewer into the Hawks Nest Lift Station are required to financially contribute to the future Huetter Interceptor with regards to their respective capacity. At the time of building permit application, this development will be required to pay the Huetter Interceptor Fee of Six Hundred Fifty Dollars for each Equivalent Residential Unit (\$650.00 per ERU).

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 City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City 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. Any trees within the public right-of-way are considered street trees and require a permit to prune or remove. Planting of new street trees along street frontages will also be required as site development and/or building permits are approved.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees that 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. Compliance with conditions of approval: The conditions of approval for the annexation agreement of the Property attached as Exhibit "B" are expressly incorporated into this agreement as binding provisions of this agreement. As such, the Owner specifically agrees

to fulfill each condition of approval as if each condition was specifically enumerated in this agreement.

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration, in the amount of Ninety Five Thousand two hundred fifty dollars and no/100 (\$95,250.00) to the City at the times specified in Section 5.3 below. 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 units per acre and a fee of Seven Hundred Fifty Dollars and no/100 for each potential residential unit on the 7.4685 acre lot zoned C-17 on the approved plat. 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: On or before the date of the publication of the ordinance annexing the Property into the City, the owner will pay one-third of the total required annexation fee in the amount of Thirty One Thousand, Seven Hundred Fifty dollars and no/100 (\$31,750.00). On or before October 1, 2019, the owner will pay an additional one-third of the total required annexation fee in the amount of Thirty One Thousand, Seven Hundred Fifty dollars and no/100 (\$31,750.00). On or before October 1, 2020, the owner will pay the remaining one-third of the total required annexation fee in the amount of Thirty One Thousand, Seven Hundred Fifty dollars and no/100 (\$31,750.00). Owner expressly agrees that if the required payments have not been made according to the above stated schedule the City may withhold building permits on the property, or any other discretionary approvals on the property, until such time as the required fees are paid. Further, Owner expressly agrees that any past due amounts will be subject to a late fee of One Thousand Dollars (\$1,000) and accrue interest at twelve per cent (12%) per annum until paid in full and that Owner will pay to the City all costs and attorney's fees incurred by the City in pursuing the collection of any past due amount.

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 (\$1000.00).

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.

6.11. Pedestrian and Bike Trail Connections:

City Council approval of the annexation included the requirement of the ability to connect the shared use path along the south side of Hanley near the subject property with the Prairie Trail to the west along Hanley Ave. There is a “pinch-point” where the existing fence is too close to Hanley to allow a trail to be built for connectivity to the current trail along Hanley and to the Prairie Trail as shown on **Exhibit “C” attached hereto**. A 20’ easement or dedication of right-of-way to the City to allow for a future trail along the south side of the Hanley Road curb line will be required prior to the issuance of a building permit, or prior to issuance of a Certificate of Occupancy (C.O.). This requirement for an easement or dedication of the right-of-way is intended to allow a trail to be built next to the Hanley road to give pedestrians and bicyclists a safe path.

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 Cannon Ground Development, LLC has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

CANNON GROUND DEVELOPMENT, LLC
an Idaho limited liability company

By: _____
Steve Widmyer, Mayor

By: _____
John A. Hern III, Manager

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of April, 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 April, 2018, before me, a Notary Public, personally appeared **John A. Hern, III** as manager of **Cannon Ground Development, LLC** on behalf of said limited liability company, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT "A"
ANNEXATION DESCRIPTION

A parcel of land being all that property described under instrument number 211879000, records of Kootenai County, lying in the Northeast Quarter of Section 33, Township 51 North, Range 4 West, Boise Meridian, City of Coeur D' Alene, Kootenai County, Idaho and being more particularly described as follows:

COMMENING at the North 1/4 corner of section 33 being a found P.K. nail in concrete per CP&F recorded under instrument number 1781922 from which the northeast corner of section said section 33 bears S 88°39'20"E a distance of 2626.96 feet; Thence, along the North line of said section 33 being the existing city boundary of Coeur D' Alene, S 88°39'20"E a distance of 1929.92 feet to the **True Point of Beginning.**

Thence, leaving said line along the proposed City of Coeur D' Alene boundary, S 01°20'40"W a distance of 224.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, continuing along the proposed new City of Coeur D' Alene boundary, S 88°39'20"E a distance of 92.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, S 01°20'40"W a distance of 225.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, S 48°21'48"E a distance of 75.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, N 89°38'53"E a distance of 150.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, S 00°32'50"W a distance of 123.46 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, N 85°23'31"E a distance of 362.95 feet to a found 5/8 inch rebar and PLS 11119 cap at the intersection of the West right of way of Atlas Road and the existing City of Coeur D' Alene boundary;

Thence, along the West right of way of Atlas Road and the existing City of Coeur D' Alene boundary, N 00°52'08"E a distance of 578.89 feet to the intersection with the North line of section 33,

Thence, along said North line, N 88°39'20"W a distance of 697.05 feet to the **True Point of Beginning.**

Said parcel containing 7.468 acres, more or less.

Hanley Avenue Road right-of-way containing 0.275 acres, more or less.



EXHIBIT B

- B10. That the physical characteristics of the site do make it suitable for the request at this time.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land use based on the information in the staff report.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of IRON LEGACY, LLC for zoning prior to annexation, as described in the application should be approved.

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

Parks:

Provide 20' in the form of an easement or dedication of right-of-way from southern curb for a future trail along Hanley Ave. where there is a "pinch-point" (see map on page 9 of staff report).

Motion by McEvers, 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 was absent.

Motion to approve carried by a 5 to 0 vote.



MAYOR STEVE WIDMYER

Exhibit "C"



ORDINANCE NO. 3601
COUNCIL BILL NO. 18-1005

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17; 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 following described property contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, to wit:

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 C-17 commercial district.

SECTION 2. That the Zoning Act 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 he is hereby instructed to make such change and amendment on the official Zoning Map 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 April 3, 2018.

APPROVED by the Mayor this 3rd day of April, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3601
HERN ANNEXATION – ALTAS ROAD & HANLEY AVENUE
A-6-16

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17; 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. 3601 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. 3601, A-6-16 Atlas Road & Hanley Avenue, 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 3rd day of April, 2018.

Randall R. Adams, Chief Deputy City Attorney

EXHIBIT "A"
ANNEXATION DESCRIPTION

A parcel of land being all that property described under instrument number 211879000, records of Kootenai County, lying in the Northeast Quarter of Section 33, Township 51 North, Range 4 West, Boise Meridian, City of Coeur D' Alene, Kootenai County, Idaho and being more particularly described as follows:

COMMENCING at the North 1/4 corner of section 33 being a found P.K. nail in concrete per CP&F recorded under instrument number 1781922 from which the northeast corner of section said section 33 bears S 88°39'20"E a distance of 2626.96 feet; Thence, along the North line of said section 33 being the existing city boundary of Coeur D' Alene, S 88°39'20"E a distance of 1929.92 feet to the **True Point of Beginning.**

Thence, leaving said line along the proposed City of Coeur D' Alene boundary, S 01°20'40"W a distance of 224.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, continuing along the proposed new City of Coeur D' Alene boundary, S 88°39'20"E a distance of 92.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, S 01°20'40"W a distance of 225.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, S 48°21'48"E a distance of 75.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, N 89°38'53"E a distance of 150.00 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, S 00°32'50"W a distance of 123.46 feet to a found 5/8 inch rebar and PLS 11119 cap;

Thence, N 85°23'31"E a distance of 362.95 feet to a found 5/8 inch rebar and PLS 11119 cap at the intersection of the West right of way of Atlas Road and the existing City of Coeur D' Alene boundary;

Thence, along the West right of way of Atlas Road and the existing City of Coeur D' Alene boundary, N 00°52'08"E a distance of 578.89 feet to the intersection with the North line of section 33,

Thence, along said North line, N 88°39'20"W a distance of 697.05 feet to the **True Point of Beginning.**

Said parcel containing 7.468 acres, more or less.

Hanley Avenue Road right-of-way containing 0.275 acres, more or less.



**CITY COUNCIL
STAFF REPORT**

DATE: March 29, 2018
FROM: Tim Martin – Streets and Engineering Director
SUBJECT: Parking Garage Access & Management Equipment Bid Update

=====

DECISION POINT:

Staff is requesting rejection of the sole bid for the parking garage access and management equipment.

HISTORY:

The City issued a request for bids to design, supply, and install parking garage access and management equipment for the City’s new parking garage, currently under construction. Only one bid was received and the bid amount was \$495,680. In conversation with the sole bidder, Tri-State Electric, they felt that the cost could be decreased by removing some items from the scope of work, but a contract with them was needed before they would discuss reducing the bid amount. The bid amount is considered excessive by the design and construction team.

FINANCIAL ANALYSIS:

The bid rejection will not cost the City.

PERFORMANCE ANALYSIS:

Rejection of the bid allows for the design and construction team to seek a less costly resolution for the purchase and design of parking garage access and management equipment.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council reject the sole bid for the parking garage access and management equipment.



City of Coeur d'Alene

Request for Proposal

Parking Garage Access & Management Equipment

Issue Date: January 26, 2018
Due Date: 3:00 p.m. (Pacific Time), February 16, 2018

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ATTACHMENTS

Attachment A: PUBLIC WORKS LICENSE

Attachment B: TRI STATE ELECTRIC, INC. REVIEWED FINANCIALS

Attachment C: COPIES OF EQUIPMENT SPECIFICATIONS INCLUDED IN THIS PROPOSAL

Chapter II: Required Proposal Response Forms

FORM 1: COVER LETTER

RFP Coordinator
Sam Taylor, Deputy City Administrator
City of Coeur d'Alene
710 E Mullan Avenue
Coeur d'Alene, ID 83814

Dear Mr. Taylor,

Tri State Electric, Inc. is pleased to present a proposal to the City of Coeur d'Alene for the parking garage access and management equipment. We have proudly put together a strong well-rounded team including members from DGM Systems, Inc. and Amano McGann.

Tri State Electric is a full spectrum electrical contractor bringing to the table more than 50 years of experience in the ever-expanding Treasure Valley area and throughout the Northwest. The company has also been the primary parking equipment provider for the City of Boise and Boise Airport for the past twenty years.

We are enclosing in this proposal information regarding our bid for the City of Coeur d'Alene parking garage access and management equipment. This proposal may be released in total as public information in accordance with the requirements of the laws covering the same. This proposal and cost schedule shall be valid and binding for one hundred eighty (180) days following proposal due date and will become part of the contract that is negotiated with the City.

Our firm information is as follows:

Tri State Electric, Inc.
7790 W Mossy Cup
Boise Idaho 83709
208-362-4636
www.tristateelectric.org
EIN#82-0265227
Idaho State #002491138-08

Working in conjunction with:

DGM Systems, Inc.
14208 NW 3 Ct.
Suite 200
Vancouver, WA 98685-5759
360-574-9313 ext. 203
EIN#91-1688928

Chapter II: Required Proposal Response Forms

Contact information:

Tri State Electric, Inc.
Phil Bassick, Project Manager and Mari Young, CFO
Philbassick@tristateelec.com and mari@tristateelec.com
208-362-4636
Cell (Phil Bassick) 208-866-7581

DGM Systems, Inc.

Mark Curtis
markc@parkingzone.com
P. (360) 574-9313 ext. 203
C. (360) 607-1511

We look forward to working with you.

Sincerely,



Mari Young, CFO
Tri State Electric, Inc.

Chapter II: Required Proposal Response Forms

FORM 2: PROPOSAL SUMMARY

Tri-state Electric and DGM Systems have a nearly 30 year relationship in providing parking and access control systems in the State of Idaho. Our joint efforts have delivered systems to airports, cities, counties, private commercial developers and parking operators. The scope of our operations covers the design, engineering, procurement, delivery, deployment, training and on-going system/IT support of our combined customers.

As per the RFP specifications for your project, we will be taking a two-phased approach. In phase one, we will work with the city staff to assess needs and wants for the project and then work to design a system that meets the needs and wants in a cost-effective manner. The final system design that we provide will then allow us to work with the architects and contractor to provide a complete and comprehensive set of Parcs Project System Drawings that will include lane island design, ground loop placement, equipment placement, conduit requirements, AC power requirements, communication wiring requirements, internet access requirements, server system/network requirements, etc.

Phase two of the project will be determined by the design and work done in phase one. Phase two will include the plans, contractor coordination, equipment procurements and all aspects of system deployment and training support. The scheduling for phase two of the project is very much determined by the final design and construction scheduling. Therefore, it is difficult to commit to firm schedule until further information is deciphered. However, for planning purposes, please use the following parameters based on final design approval by City of Coeur d'Alene: equipment ordering and delivery 10-12 weeks, system deployment and training at the facility 3-4 weeks. Normally the parking equipment contractor is one of the last contractors on-site during construction so as to ensure that said equipment is not damaged by construction traffic at the facility.

FORM 3: EQUIPMENT/SOFTWARE REQUIREMENTS

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Chapter II: Required Proposal Response Forms

The information must be completed and submitted in the format provided.

		Key Functional Criteria R = Required I = Important N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			Y	3P	C	F	N		
		Summary of Infrastructure Requirements							
	R	Must include information about potential changes to existing construction plans related to conduit locations for various hardware connections.	X					N/A	
		Summary of Hardware Requirements (Nested Lowest Level – Secured Parking Area Entrance/Exit)							
1	R	Must be an "All in One Package" With the following items:	X					N/A	
2	R	* Security gate/Roll gate for secured-area parking permit holders.	X					N/A	
3	R	* RFID or AVI technology for automatic opening.	X					N/A	
4	R	*Backup mechanism to open gate in case of technology failure.	X					N/A	
		Summary of Hardware Requirements (Main Garage Entrance/Exit)							
5	R	Must be an "All in One Package" With the following items:	X					N/A	
6	R	* Standard garage parking gate with arms for exit and entry.	X					N/A	
7	R	* RFID or AVI technology for automatic	X					N/A	

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required I = Important N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			Y	3P	C	F	N		
		opening for permit holders.	X						N/A
8	R	*Backup mechanism to open gate in case of technology failure.	X						N/A
		Summary of Hardware Requirements (Pay Stations)							
	R	Pay stations at both southwest and northeast pedestrian access points. Recommend how many at each access point.	X						N/A
	R	Indicate wifi or wired data capabilities to complete transactions.	X						N/A
	R	Indicate ticket payment/validation paper and/or ink needs refill to staff remotely.	X				SYSTEM WILL PROVIDE ALERTS		N/A
	I	List all pertinent features related to enhanced customer service and efficiency to pay for garage use and validation of their gate ticket.	X						N/A
		Hardware Requirements							
5	R	Gates & Pay Stations must be rugged and able to withstand damage.	X						N/A
6	R	Waterproof and moisture proof					X		N/A
7	I	Well Lit for night and bright sun vision	X						N/A
8	E	48-hour Hour Replacement Timeframe (see additional Support requirements)	X						PER INTEGRATOR
		Technical Requirements:							
9	R	Describe database requirements:					THERE ARE NO DATA BASE REQUIREMENTS		N/A

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required I = Important N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			Y	3P	C	F	N		
10	R	Database Diagrams and Data Dictionary	X						N/A
11	R	Server or Cloud Architecture requirements:	X						N/A
12	R	Diagram of server(s) for typical implementation	X						N/A
13	R	Languages, structures or frameworks used e.g. .NET architecture, SQL, etc.	X						N/A
14	R	Clients	X						N/A
15	R	Admin clients	X						N/A
16	I	Supports Microsoft Active Directory. Single sign-on integration with Active Directory.					X	IT'S LINUX BASED	N/A
		Hardware Specifications							
17	I	Email distribution of reports from within the system.	X						N/A
18	R	Remote access. Briefly describe your: - Remote access capabilities - Supported technologies - Portal and portal plans	X					WEB CLIENT PROVIDES ABILITY FOR VALIDATIONS, SYSTEM MANAGEMENT AND ALERTS	N/A
19	R	Briefly describe your support of mobile technologies (VPN, synchronization), and various handheld devices (e.g. PDAs, iPad, etc.).	X					ABILITY TO SUPPORT MOBILE NFC PAYMENTS AND MOBILE VALIDATIONS	N/A
20	I	.NET architecture. Briefly describe if you are fully .NET or only in certain modules. If not .NET what programming functionality is used (e.g. Java)?					X	LINUX PROGRAMMING (DEBIAN WHEEZY)	N/A

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required I = Important N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			Y	3P	C	F	N		
	R	Training							
21	R	Ability to provide in-person training on all modules selected.	X					N/A	
22	R	Ability to provide in-person system administration training.	X					N/A	
	R	Interfaces / Integration							
23	I	Experience integrating with external applications such as (see below)				X	N/A	N/A	
24	I	Describe how you would integrate with our current systems:				X	N/A	N/A	
25	I	Call to Park (Omnipark)				X	N/A	N/A	
26	I	Do you have a client portal, or the ability and experience to integrate with one?				X	N/A	N/A	
	R	Customer Service Requests & Support							
27	I	Provide a web-based portal for City employees (internal customers) to create and submit requests for service.				X	N/A	N/A	
49	R	Describe your customer support matrix	X				PHONE SUPPORT FROM DGM SYSTEMS AND TRI STATE ELECTRIC, INC.	N/A	
50	R	Respond to and describe the following:						N/A	
51	R	a. System Administration: performance monitoring, tuning, loading of patches and version releases.	X				INCLUDED WITH ONGOING SERVICE	N/A	
52	R	b. Disaster Planning and Recovery.				X	N/A	N/A	

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required I = Important N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			Y	3P	C	F	N		
53	R	c. User Groups, Conferences, Community Forums, Knowledge Base, etc.	X					AMANO UNIVERSITY ACCESS	
54	R	d. End User Support: number of staff offering user support, hours of service, average and guaranteed response time, ticketing system used, escalation process, user forums, etc.	X					NORMAL CALL BACK WITHIN 4 HOURS, ONSITE SERVICE DEPENDING ON NATURE OF FAILURE WITHIN 48 HRS.	N/A
55	R	e. Software Upgrades: timing, support provided, documentation.	X					SOFTWARE UPDATES AND SUPPORT ARE PROVIDED AS LONG AS MAINTENANCE CONTRACT IS CURRENT	N/A
56	R	f. Documentation: description and examples of user, administrator, technical system references and help materials, (procedures, definitions, configuration, ERD, API's, etc.)	X						N/A

Chapter II: Required Proposal Response Forms

FORM 4: ACCEPTANCE OF TERMS AND CONDITIONS

The partnership of Tri State Electric, Inc, DGM Systems, Inc. and Amano McGann cannot determine, at this time, if there would be exceptions to the specifications, terms, and conditions of this RFP.

It is the intent of the City to contract with a private Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE CITY'S TERMS AND CONDITIONS.

Company	TRI STATE ELECTRIC, INC.
Authorized Individual Name and Title	Mari Young, Treasurer
Telephone	208-362-4636
	mari@tristateelec.com
Exceptions	Because this proposal is still in the design build process, there is not enough information to determine if there should be exceptions.

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Address	7790 W Mossy Cup, Boise, Idaho 83709
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AUTHORIZED SIGNATURE

Mari Young

DATE

2/14/18

OTHER NOTES:

Signed,

Mari Young

By: _____

<u>Treasurer</u>	<u>2/14/18</u>
Title	Date

For: Tri State Electric, Inc.

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FORM 5: GENERAL PROPOSER INFORMATION

1. Please complete the following table:

Name of parent company	Tri State Electric, Inc.
Length of time in business	51 years
Length of time in business of providing proposed services	25 years
Gross revenue for the prior fiscal year (in US dollars)	\$15,381,229
Percentage of gross revenue generated by proposed services	15
Total number of clients	600+
Total number of clients in the proposed service area	3
Number of public sector clients	18
Number of full-time personnel in:	
◆ Consulting	0
◆ Telecommunications	0
◆ Sales, marketing, and administrative support	9
◆ Other (please note relevant staff) Electricians	85

2. Where is your headquarters located? Field offices? Boise, Idaho

3. Which office would service this account? Boise, Idaho

Chapter II: Required Proposal Response Forms

[form 5 continued...]

4. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Institution	Address	Phone Number
Washington Federal Bank	1001 W Idaho Boise, ID 83702	Reid Wiggins 208-338-7380

5. If the Proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the Proposer to be in default.

In the space provided, submit full details of all terminations for default experienced by the Proposer during the past five years, including the other party's name, address, and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Proposer.

If no such terminations for default have been experienced by the Proposer in the past five years, declare so in the space provided.

If the Proposer has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A Proposer response that indicates that the requested information will only be provided if and when the Proposer is selected as the apparently successful Proposer is not acceptable. Restricting the Proposer response to include only legal action resulting from terminations for default is not acceptable.

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Tri State Electric, Inc. and DGM Systems, Inc. have never been terminated for default, convenience, nonperformance, non-allocation of funds, or any other reason.

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FORM 6: PROJECT STAFF LIST

Staff member name	Title	Percent of staff member's time dedicated to project	Number of years in IT
Phil Bassick	Project Manager	15	
Rob Lawrence	Electrician	100	
Paul Wheeler	Electrician	100	
Mike Hershberger	Project Manager DGM	5	24
Keith Meyer	IT	5	12
Paul Allais	IT Winfield Wireless	5	20

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FORM 7: KEY PROJECT STAFF BACKGROUND INFORMATION

Vendor Name	Tri State Electric, Inc
Staff member name	Phil Bassick
Position in the company	Project Manager
Length of time in position	18
Length of time at company	33
Project position and responsibilities	Project Manager, Estimator
Education	Undergraduate work, JATC Apprenticeship
Previous work experience	Boise Airport, CCDC City of Boise, Melba High School, Cascadia Boise, Cascadia Nampa, Involta, Aspen Lofts, Gowen Field
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	Phil has been the project manager for multiple parking equipment installations over the past 30 years. He is probably the most experienced installer in the Treasure Valley. The IT portion of the installation is through DGM Systems, Inc.

Vendor Name	Tri State Electric, Inc.
Staff member name	Robert Lawrence
Position in the company	Electrician
Length of time in position	8
Length of time at company	11
Project position and responsibilities	Journeyman Electrician and Foreman of Boise Airport PARCS project
Education	JATC apprenticeship
Previous work experience	Boise Airport PARCS, Downton Parking, Service work
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	Rob Lawrence has specialized in the installation, repair, and maintenance of the parking equipment in Boise, Idaho. He not only performs all of the maintenance at the airport, but also performs maintenance on a different system in the downtown Boise.

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Vendor Name	Tri State Electric, Inc.
Staff member name	Paul Wheeler
Position in the company	Electrician
Length of time in position	6
Length of time at company	6
Project position and responsibilities	Electrician
Education	JATC apprenticeship
Previous work experience	Boise Airport PARCS, service work
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	Paul Wheeler is also well trained in the Amano McGann equipment and software. He has been involved in the installation of the present PARC project at the Boise Airport and has also done maintenance for the parking equipment in downtown Boise.

Vendor Name	DGM Systems, Inc
Staff member name	Mike Hershberger
Position in the company	Operations Manager
Length of time in position	24 years
Length of time at company	29 years
Project position and responsibilities	All operations
Education	College, Limited Energy Electrician
Previous work experience	Boise Airport PARCS, Jump, Simplot
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	Mike has installed and supported Amano McGann systems for 20 years. He provides the technical expertise, project implementation oversight and operational guidance.

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Vendor Name	DGM Systems, Inc/Winfield Wireless
Staff member name	Paul Allais
Position in the company	President of Winfield Wireless
Length of time in position	15 years
Length of time at company	15 years
Project position and responsibilities	All operations and support
Education	Undergraduate college work
Previous work experience	Boise Airport PARCS, Jump, Simplot
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	Highly skilled in all phases of network design, wireless communications and credit card systems deployment.

Vendor Name	DGM Systems, Inc
Staff member name	Keith Meyers
Position in the company	IT Technician
Length of time in position	6 years
Length of time at company	6 years
Project position and responsibilities	IT
Education	Certified IT Specialist
Previous work experience	Boise Airport PARCS, Jump, Simplot
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	Skilled in the IT connections, software, processing.

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FORM 8: CUSTOMER REFERENCE FORM

Customer/client name	ABM Parking Services			
Reference name	Court Meyer			
Title	Manager			
Phone number	208-343-8761			
Mailing address	3201 Airport Way, Suite 1100 Boise, Idaho 83705			
Fax number				
Url where plan copy is available for view (if applicable)	NA			
Customer Size	Service Description	Start Date	End Date	Contract amount
large	Maintenance of all airport parking equipment	2002	ongoing	\$40,500 yearly

Customer/client name	Boise Airport			
Reference name	Kurtis Sorenson			
Title	Project Technology Administrator			
Phone number	208-972-8395			
Mailing address	3201 Airport Way Boise, Idaho 83705			
Fax number	208-343-9967			
Url where plan copy is available for view (if applicable)	N/A			
Customer Size	Service Description	Start Date	End Date	Contract amount
large	Installation of full upgrade parking equipment and software	6/2017	3/2018	\$1,840,000

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Customer/client name	Jump Parking			
Reference name	Victoria Wolter-Hoffman Construction			
Title	Project Manager			
Phone number	208-350-9540			
Mailing address	805 SW Broadway Street, Suite 2100, Portland, OR 97205			
Fax number	503-221-8934			
Url where plan copy is available for view (if applicable)	N/A			
Customer Size	Service Description	Start Date	End Date	Contract amount
large	Credit card revenue, walk and pay station, multiple entries & exits, counts signs	2/2015	4/2017	\$290,000

Customer/client name	Simplot World HQ			
Reference name	Hoffman Construction -Josh Durham			
Title	Project Manager			
Phone number	503-535-9338			
Mailing address	805 SW Broadway Street, Suite 2100, Portland, OR 97205			
Fax number	503-221-8934			
Url where plan copy is available for view (if applicable)	N/A			
Customer Size	Service Description	Start Date	End Date	Contract amount
large	Credit card revenue and three land parking system	2/2015	4/2017	\$95,000

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Customer/client name	Kansas City International Airport-Amano McGann			
Reference name	Katy Sell			
Title	Manager of Parking Services			
Phone number	816-243-5446			
Mailing address	601 Brasilia Ave, Kansas City, Missouri			
Fax number				
Url where plan copy is available for view (if applicable)	N/A			
Customer Size	Service Description	Start Date	End Date	Contract amount
large	PARCS replacement of 69 lanes, implementation of management software	10/2014	3/2016	\$2,500,000

In addition, we have attached a list of the airports where Amano McGann software is installed on the next page.

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Amano McGann solutions are installed in airports across North America including:

Akron-Canton Airport, North Canton, OH
Albany International Airport, Albany, NY
Albuquerque International Sunport, Albuquerque, NM
Asheville Regional Airport, Asheville, NC
Aspen Pitkin/Sardy Field, Aspen, CO
Atlantic City International Airport, Atlantic City, NJ
Austin Bergstrom International Airport, Austin, TX
Austin Straubel International Airport, Green Bay, WI
Bangor International Airport, Bangor, ME
Barkley Regional Airport, Paducah, KY
Baton Rouge Airport, Baton Rouge, LA
Billings Logan International Airport, Billings, MT
Bishop International Airport, Flint, MI
Boise Airport, Boise, ID
Bozeman Yellowstone International Airport, Belgrade, MT
Bradley International Airport, Hartford, CT
Branson Airport, Branson, MO
Buffalo Niagara International Airport, Buffalo, NY
Central Northeast Regional Airport, Grand Island, NE
Central Wisconsin Airport, Mosinee, WI
Charlottesville Airport, Charlottesville, VA
Chattanooga Airport, Chattanooga, TN
Cherry Capital Airport, Traverse City, MI
Cincinnati-NK International Airport, Covington, KY
Colorado Springs Municipal, Colorado Springs, CO
Dickinson Theodore Roosevelt Regional Airport, Dickinson, ND
Duluth International Airport, Duluth, MN
El Paso International Airport, El Paso, TX
Eppley Airfield, Omaha, NE
Florence Regional Airport, Florence, SC
Evansville Regional Airport, Evansville, IN
Fort Wayne International Airport, Fort Wayne, IN
Friedman Memorial Airport, Hailey, ID
Glacier Park International Airport, Kalispell, MT
Grand Bahamas Island International Airport, Grand Bahamas Island, Bahamas
Greenville Spartanburg Airport, Greenville, SC
Hector International Airport, Fargo, ND
Houston Intercontinental Airport, Houston, TX
Huntington Tri-State Airport, Huntington, WV
Idaho Falls Regional Airport, Idaho Falls, ID
Indianapolis International Airport, Indianapolis, IN
Kalamazoo/Battle Creek International Airport, Kalamazoo, MI
Kansas City International Airport, Kansas City, MO
Key West International Airport, Key West, FL
Lambert-St. Louis International Airport, St. Louis, MO
Lansing/Capital City Airport, Lansing, MI
Lehigh Valley International Airport, Allentown, PA
Lubbock International Airport, Lubbock, TX
McAllen-Miller International Airport, McAllen, TX
Macarthur Airport, Long Island, NY
Mahlon Sweet Field, Eugene, OR
Manchester-Boston Regional Airport, Manchester, NH
Marsh Harbor Airport, Abaco Islands
Minot International Airport, Minot, ND
Mobile Regional Airport, Mobile, AL
Monroe Regional Airport, Monroe, LA
Montgomery Regional Airport, Montgomery, AL
Nassau International Airport, Nassau, Bahamas
Newport News/Williamsburg International Airport, Newport News, VA
Northwest Florida Beaches International Airport, Panama City, FL
Ogdensburg International Airport, Ogdensburg, NY
Orlando Sanford International Airport, Orlando, FL
Palm Springs International Airport, Palm Springs, CA
Palomar Airport, Carlsbad, CA
Portland International Jetport, Portland, ME
Rogue Valley International-Medford Airport, Medford, OR
Saginaw Jack Barstow, Midland, MI
San Juan Airport, San Juan, PR
Saskatoon Airport, Saskatchewan, Canada
Savannah/Hilton Head International Airport, Savannah, GA
Sawyer International Airport, Gwinn, MI
Shreveport Regional Airport, Shreveport, LA
Sioux Falls Regional Airport, Sioux Falls, SD
Southwest Georgia Regional Airport, Albany, GA
T.F. Green Airport, Providence, RI
Tocumen International Airport, Panama City, Panama
Tri-Cities Regional Airport, Bristol, TN
Tulsa International Airport, Tulsa, OK
Wichita Mid-Continent Airport, Wichita, KS
William P. Hobby Airport, Houston, TX
Youngstown Warren Regional Airport, Youngstown, OH

AMANO McGANN

FORM 9: PROJECT SCHEDULE AND WORKPLAN

As noted on Form 2 in the Proposal Summary, this project would be approached in two phases. In phase one, we will work with the city staff to ascertain the parking needs of the City. This phase would take approximately one month. At that time, we would be able to provide, along with the architect, detailed drawings of the comprehensive parking system. At that time, we would be able to provide for the city a full workplan and schedule. Until the actual plan is developed, any workplan and schedule for this project would be irrelevant to the actual job since the full needs of the job have not been established. Additionally, since construction has started, coordination with the contractor and existing contractors would have been established.

To show you the plan and schedule detail that we would provide once the design is complete, we are enclosing a sample of the workplan for the Boise Airport PARCS upgrade. The two jobs are not similar in nature as the Boise Airport PARCS upgrade is a far larger job, but the planning would be similar in nature. In addition to the attached, we provided a full schedule prepared on Microsoft Project which would not fit in this document.

PROJECT IMPLEMENTATION PLAN FOR BOISE AIRPORT PARCS UPGRADE

Design Phase

After the project contract is awarded, the design phase will begin. Design will be lead by Tri State Electric with assistance from DGM Systems and Amano McGann. CSHQA will be developing engineering drawings needed for the project. We will arrange regular meetings with City of Boise personnel to plan the design of the system. Once the drawings are accepted by the City, implementation will begin.

Electrical Implementation

Electrical implementation will be completed by Tri State Electric. Per Addendum 5, the existing 9Kva unit at the economy lot, 50Kva at the exit plaza, 30Kva unit at the garage office and the UPS unit currently being installed in B-15 all are scheduled to be used to supply power to the new PARCS equipment.

The configurations for these units are designed to handle the new PARCS hardware. All units will have surge protection and existing battery backup will be used. The existing Liebert Brand UPS units have had standard maintenance and normal battery replacements. The new UPS unit in B-15, will provide power for the server equipment provided by the City. This also will be installed in the same fashion and serve as a power source for existing servers. The servers which are being replaced will use the same power connections.

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There are UPS units installed at the parking gates in the outlying lots E-1, Lot 20, BC Lot, and Lot W-1. These battery backup units will be the same and will be mounted on every gate matching the existing unit setup. This will supply power to the lane upon interruption to utility power.

There will be five 1000va units installed as directed by the airport to run smaller independent loads. These are a desk-type self-contained units requiring a 120v outlet to plug into. Tri State Electric will provide and install these as directed and as designed. The Deltex/Exide ET 1000, which is in the specifications, has not been produced in 15 years. An or equal product will be provided.

Existing wiring will be used to install the new PARCS solution. Any existing wiring that is unusable will be replaced. All of the new equipment will be able to use the existing 120v connections excluding the added taxi lane. This lane will be fed out of the Garage UPS panel and require new pipe and wire.

Tri Sate Electric will pay strict consideration to voltage drop due to the considerable distance for a correct installation. All electrical work will be done as per the project specifications and all work will be NEC code compliant.

PARCS Installation

Our proposed solution includes replacing all existing PARCS hardware with Amano McGann OPUSeries products and upgrading the parking management software to the latest version of the Amano McGann iParcProfessional Software Suite. The system is a complete Application Data Security Standard (PA-DSS) certified parking system and is Payment Card Industry Data Security Standard (PCI DSS) compliant.

All parking entry terminals, exit terminals, pay-on-foot stations and cashier fee computers will be replaced. The existing iParcProfessional Software used by the Boise Airport will be upgraded and will include modules to manage revenue, debit access, count monitoring, reporting and validations with the ability to work remotely.

Tri State Electric's solution offers the following functionalities:

Entrance Lanes

- Encrypted 2D data matrix barcode entry terminal
- Integrated proximity card reader
- Direct drive barrier gate
- Pedestal-mounted open/closed lane sign
- IP intercom
- Lane/facility count (transient and monthly)

Exit Lanes

- Encrypted 2D data matrix barcode exit terminal
- Integrated proximity card reader
- Credit card terminal
- Direct drive barrier gate
- Lane information/instructional sign
- IP intercom
- Lane/facility count (transient and monthly)

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Employee Entry/Exit Lanes

- Integrated proximity card reader
- Direct drive barrier gate

Pay-on-Foot Station

- Pay-on-Foot Functionality
- Encrypted 2D data matrix barcode pay-on-foot station
- Credit card only terminal
- IP intercom

Cashier Stations

- Encrypted 2D data matrix barcode cashier station
- Credit card processing terminal
- Cashier station validator and fee display

Parking Management Software

- Remote web access
- Revenue management
- Debit access

- Count monitoring
- Credit card payment processing
- Web-based validations
- Sign control
- Automatic notifications

Upgrading the existing Amano McGann AGP Series mag-stripe equipment to the Amano McGann OPUSeries encrypted bar-code technology gives Boise Airport an opportunity to increase throughput and minimize downtime during system deployment.

The Amano McGann iParcProfessional Parking Management Software system used by the OPUSeries devices is the same software used with the existing AGP devices.

OPUSeries fee computers can operate both mag-stripe and bar-code validators simultaneously. This allows both types of tickets to be auto-calculated during the transition to the new system (tickets used from AGP devices and OPUS devices), giving the Airport a greater level of revenue control.

Tri State Electric will keep day-to-day operation disruptions to a minimum throughout installation. It is our intent to provide a movable, temporary entry island which can be placed in the lane plazas to keep lanes functional during construction.

Testing

Amano McGann is dedicated to providing superior products to their customers. To ensure high-quality product creation they have developed a rigorous multi-step testing program which is performed at various stages of the production and installation process. Amano McGann requires their dealers to adhere to these testing guidelines on all projects where their equipment is installed.

Amano McGann begins testing during equipment assembly. All installed hardware is

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tested for operational ability throughout production. After a unit is completed, more testing is conducted to confirm interrelated parts communicate with each other. Once successful examinations are complete, the units are considered as production certified and ready for operation testing.

The units are loaded with the appropriate software for the operation testing which is performed at the Amano McGann factory. Quality engineers then use prepared scripts to run a series of tests and simulations to verify the internal hardware responds correctly to the simulated situations. This ensures the lane equipment will recognize inputs from the loops and depending upon those inputs, the outputs are properly reactive.

The testing of the software and system functionality is conducted in multiple phases. The first phase occurs during the Factory Testing. The Factory Testing is performed at the Amano McGann manufacturing facility in Cincinnati, Ohio once software development and lane equipment production are complete. Next, Tri State Electric will conduct Lane Acceptance Testing on each lane prior to turning over operation. Once approval is given, the lane will be transition into operation.

The final phase of testing, Site Acceptance Testing (SAT), will be conducted after the successful completion of the Lane Acceptance Testing of each lane in all areas. Testing will include all lane equipment and operating systems. SAT will occur over a 30-day period and spot audits of all transactions and system functions will be evaluated to ensure each is processing and reporting properly. A meeting will be held prior to testing to discuss evaluation requirements, assessment of downtime calculation, and roles and responsibilities of Tri State Electric and Boise Airport personnel during the testing period. Upon completion of the SAT, downtime will be calculated and a final punch list will be established to resolve any outstanding issues. Once successfully completed, Amano McGann will then request final acceptance of the entire system.

After final close out, substantial completion, and final testing is complete, the first year of the maintenance and warranty start. The RFP requires Tri State Electric to provide four sets of record drawings and one electronic submittal. These record drawings will be turned over as required.

Training

Once installation and final testing is complete, Tri State Electric will train Boise Airport staff on how to operate the new PARCS equipment and iParcProfessional Software.

Training will be provided onsite using a practical classroom method. Boise Airport staff will be trained on basic parking equipment operations, first-response troubleshooting and end-user maintenance procedures. Overall use of iParcProfessional software and an in-depth training on each module will be included in this program.

Training sessions on the iParcProfessional Software Suite may be minimal for Boise Airport staff members who are already versed in the use of the applications.

Additionally, Boise Airport will have access to Interactive Web-Based Training through the Amano McGann University self-service portal during the initial warranty period. As part of Amano McGann's ongoing commitment to customer service and

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training, we have established the Amano McGann University (AMU) eLearning site. The goal of AMU is to provide 24/7 access to training classes covering all Amano McGann software and hardware. This site provides quick access to software and hardware overviews, how-to sections to aid in training and quick reference information for software questions. Courses and materials offer students the ability to learn about the function and features of Amano McGann products, whether the student is a technician working on a certification program or a beginner learning about the operation of a standard gate. The content can be customized to address customer specific requirements. We pride ourselves on meeting and exceeding our customers' needs by tailoring training where possible.

PROJECT SCHEDULE

Our proposed project schedule begins on the date when bids are due and continues through to December 6, 2017. The conversion of the existing PARCS equipment can be done with very minor disruptions to the day-to-day operation of the existing parking systems. The new Amano McGann system is compatible with all the existing equipment. This will allow the existing system to stay in full operation while the old system is replaced item by item. Dual validators will be required due to different tickets being dispensed.

The installation description will include all work required to complete required installation including, but not limited to, excavation, pipe, wire installation, equipment replacement as required and termination of all wiring. The conversion plan ties in with the schedule included in this proposal. This is a proposed schedule and will need acceptance by both parties. The delivery dates are established after orders are received. Order confirmations and other variables exist as with every schedule, this schedule is subject to small changes as necessary.

There will be a kickoff meeting the day after contract acceptance. At this kickoff meeting, introductions and initial discussions on design will take place. Weekly progress meetings will take place every Tuesday through project completion.

- May 17: Proposal responses due to City of Boise.
- June 7: Contract acceptance.
- June 8: Begin weekly meetings between Tri State Electric and Boise Airport staff.
- June 13: Progress prints and design start and continue until 100% prints are presented at the weekly job meeting. The 70% print review will initiate submittals to be given to the Boise Airport for their approval.
- June 27: 90% progress prints will be presented as well as job submittals.
- June 28: Mobilization and a job trailer set up. It is assumed that Tri State Electric will be allowed a place to set up a 28' job trailer for material storage and paper work. Other general mobilization will also take place.
- July 5: Return submittals are expected.
- July 6: Submittals to be returned to Tri State Electric. This will allow the major portion of the material order to take place.
- July 7: Equipment order placed.
- July 11: 100% prints will need to be presented at the weekly job meeting. This will complete the initial phase of the project.
- July 24: Begin replacement of loops (loops will be cut in and replaced one lane at a time and individually scheduled with the Boise Airport team).
- August 14: Complete replacement of loops.
- August 15: Subcontractors begin site and conduit work for new taxi lane gate. This will include a

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- new mounting pad for the new long arm taxi gate.
- September 8: Servers installed and operational by Boise Airport.
- September 11: Begin install and testing of iParcProfessional Software.
- September 22: Complete install and testing of iParcProfessional Software.
- September 22: Begin temporary validators (accepting existing tickets and new tickets) and pay station installation.
- September 25: Complete temporary validator and pay station installation.
- September 25: Begin E20 lot and short term backflow lot PARCS equipment replacement.
- September 28: Complete E20 lot and short term backflow lot PARCS equipment replacement.
- September 29: Begin BCC lot PARCS equipment replacement.
- October 10: Begin install of PARCS equipment and wiring in taxi lane.
- October 16: Complete install of PARCS equipment and wiring in taxi lane.
- October 17: Begin short-term entry lane PARCS equipment replacement.
- October 20: Complete short-term entry lane PARCS equipment replacement.
- October 23: Begin long-term entry lane PARCS equipment replacement.
- October 26: Complete long-term entry lane PARCS equipment replacement.
- October 27: Begin PARCS signage replacement.
- November 3: Complete PARCS signage replacement.
- November 8: Begin garage entry lane and garage backflow lane PARCS equipment replacement.
- November 14: Complete garage entry lane and garage backflow lane PARCS equipment replacement.
- November 15: Begin PARCS exit cashier equipment replacement.
- November 21: Complete PARCS exit cashier equipment replacement.
- November 22: Begin economy lot PARCS equipment replacement.
- November 22: Begin Boise Airport staff training.
- November 28: Complete economy lot PARCS equipment replacement.
- November 29: Final testing.
- December 5: Complete Boise Airport staff training.
- December 6: Substantial completion.
- December 6: Warranty period begins.
- October 4: Complete BCC PARCS equipment replacement.

ATTACHMENTS

FEE SCHEDULE



2/15/2018

Coeur d'Alene RFP - Tri-State Electric Pricing

<i>Line Item</i>	<i>Qty</i>
Entry Lane x2 each	
Overture 2000 Series Entry Lane	1
Entry Lane Activation license per year	2
Overture Integrated Intercom Module	2
AMI- Gate 1200 w/ Interface and 12" Arm	2
IP Axis Camera Kit	2
Proximity Reader kit (including Transcore AVI reader technology)	2
Reader Interface Board	2
Card Reader Only Lane Terminal with Control Box	1
Parking Garage Voice Alert and Exit Light	1
Exit Lane x2 each	
Overture Exit Terminal Credit Card Ready (PX)	1
Overture Exit Terminal (AVI)	1
Contact Reader	1
Overture 2000 Barcode Scanner	1
Overture Integrated Intercom Module	2
AMI- Gate 1200 w/ Interface and 12' Arm	2
Proximity Reader kit (including Transcore AVI reader technology)	2
Reader Interface Board	2
Card Reader Only Lane Terminal with Control Box	1
IP Axis Camera Kit	2
Overture 2000 Activation Licensee fee per year	2
Parking Garage Voice Alert and Exit Light	1
Pay on Foot (2-CC Only and 1-Full)	
Overture-4800 Series Credit Card Only Pay-on-Foot Stations	2
Credit Card Reader kit	2
Overture Barcode Scanner	2
Overture Integrated Intercom Module	2
IP Axis Camera Kit for Overture	2

ATTACHMENTS

Overture-4000 Software License Fee	2
Overture Pay-on-Foot Station, B2B, U.S.	1
Payment Express - Contact Reader Terminal Kit, POF	1
Overture 2D Barcode Scanner Module for Overture-7000	1
IP AXIS Camera Kit for Overture-7000 Series	1
Overture Video Intercom Kit V-7000	1
Overture 7000 Software License Fee	1
System Hardware and Software	
Overture Software	1
xWebCashier	1
Barcode Scanner	1
Central Intercom Manager	1
Overture Management Server	1
Snome Intercom Master	1
Remote Fee Management - Overture Management	
System Feature	1
Level Count Sign	1
Signal Converter for Level Count Sign	1
Level Counting Feature	1
Level Sign Connection	1
System Install Support, Training, Warranty Support	
Training Class	1
DGM System Deployment Support	1
DGM One Year Warranty Phone Support	1
DGM Travel Expenses	1
Misc. installation supplies	1
Freight	1
Annual Maintenance and Warranty Fees (Included for one year)	
Entry Lane Annual Maintenance Fee	2
Exit Lane Annual Maintenance Fee	2
Overture Management Software Maintenance Fee	1
Central Intercom Manager Maintenance Fee	1
Remote Fee Management - Overture System Feature Maintenance Fee	1
Level Sign Maintenance Fee	1
Level Counting Management System Maintenance Fee	1
Master Pay on Foot Maintenance Fee	1
xWeb Client Maintenance Fee	1
Pay on Foot Credit Card Only Lane Annual Maintenance Fee	1
Applicable Sales Tax	1

PRICE \$495,680.00

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Recommended Spare Parts Inventory please add \$ 21,550.00

Optional Validation Programs - TBD please add:

Overture e-Validator	V-9100/SPO	\$ 2,900.00
Overture Bulk Encoder Ticket Printer	V-9200/VB0	\$ 2,970.00
Overture Web Based Validation Service	V-9300/	\$ 6,750.00
Annual Maintenance & Warranty Fees (optional 2nd year)		\$ 68,230.00

Pricing Specifically Excludes:

- * All concrete and bollards for Islands
- * All Communication and Electrical raceways & conductors required
- * All 120v connections to equipment
- * All Comm Raceways must have a pull string installed

Other Conditions:

The customer will provide a heated/cooled room for server
The customer will supply cad background prints for Parking Design Team
Pricing for original ph. #1 design will be negotiated from a \$20,000.00 allowance and be done in addition to the quoted price.

Respectively submitted,

Phil Bassick

Project Manager
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Boise, Idaho 83709
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ATTACHMENTS

ATTACHMENT A: COPY OF PUBLIC WORKS LICENSE

ATTACHMENT B: TRI STATE ELECTRIC, INC. REVIEWED FINANCIAL STATEMENTS

ATTACHMENT C: COPIES OF EQUIPMENT SPECIFICATIONS INCLUDED IN THIS PROPOSAL